TUESDAY, FEBRUARY 10, 2015
CITY OF COLLEGE PARK
COUNCIL CHAMBERS

7:15 P.M. -- PUBLIC HEARING -- ORDINANCE 15-O-01
An Ordinance Of The Mayor And Council Of The City Of College Park To Repeal And Re-Enact Chapter 161, "Recycling" In Its Entirety, To Require Source Separation Of Recyclable Materials For All Owners And Residents Utilizing City Solid Waste Collection Services

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

MEDITATION

PLEDGE OF ALLEGIANCE: Councilmember Stullich

ROLL CALL

MINUTES: Special Session on January 20, 2015; Regular Meeting of January 27, 2015

ANNOUNCEMENTS

ACKNOWLEDGMENT OF DIGNITARIES

ACKNOWLEDGMENT OF NEWLY APPOINTED BOARD AND COMMITTEE MEMBERS

AWARDS

PROCLAMATIONS

AMENDMENTS TO THE AGENDA

CITY MANAGER'S REPORT: Joe Nagro

STUDENT LIAISON'S REPORT: Cole Holocker

COMMENTS FROM THE AUDIENCE ON NON-AGENDA ITEMS

PRESENTATIONS

CONSENT AGENDA

15-G-07	Approval Of A Letter To The Board Of License Commissioners That The City Voices No Objection To The 2015 Annual Renewal Of Liquor Licenses For Establishments In The City Of College Park	Motion By: To: Approve Second: Aye: ____ Nay: ____ Other: __

15-R-02	Adoption of 15-R-02, A Resolution of the Mayor and Council of the City of College Park approving A Settlement Agreement With Comcast Of Maryland, LLC	

ACTION ITEMS

15-O-01	An Ordinance Of The Mayor And Council Of The City Of College Park To Repeal And Re-Enact Chapter 161, "Recycling" In Its Entirety, To Require Source Separation Of Recyclable Materials For All Owners And Residents Utilizing City Solid Waste Collection Services	Motion By: Wojahn To: Approve Second: Aye: ____ Nay: ____ Other: _____
15-G-08	Approval of the City's co-sponsorship of a Mother's Day 5K Race in north College Park, co-sponsored by the College Park Community Foundation	Motion By: Kabir To: Approve Second: Aye: ____ Nay: ____ Other: _____
15-G-09	Approval of an amendment to the Declaration of Covenants and Agreement Regarding Land Use with 7401 Realty, LLC to allow the National Green Building Standard in addition to LEED Standard for the multi-family development at 4700 Berwyn House Road	Motion By: Dennis To: Approve Second: Aye: ____ Nay: ____ Other: _____
15-G-10	Approval of a letter of support for MC/PG 106-15 WSSC-Independent Review Board-Refunds	Motion By: Wojahn To: Approve Second: Aye: ____ Nay: ____ Other: _____
15-G-11	Approval of letters of appreciation to the University of Maryland and Maryland-National Capital Park and Planning Commission for their support of the 24th Annual Tribute to Dr. Martin Luther King, Jr.	Motion By: Dennis To: Approve Second: Aye: ____ Nay: ____ Other: _____
15-G-12	Approval of additional FY '15 funds for Mayor and Council Travel and Training estimated at $7,250	Motion By: Stullich To: Approve Second: Aye: ____ Nay: ____ Other: _____
15-G-13	Appointments to Boards and Committees	Motion By: To: Approve Second: Aye: ____ Nay: ____ Other: _____

COUNCIL COMMENTS

COMMENTS FROM THE AUDIENCE

ADJOURN

INFORMATION/STATUS REPORTS (For Council Review)

1. Legislative Report – Len Lucchi, O'Malley, Miles, Nylen & Gilmore, PA
2. 2014 Resident Satisfaction Survey Results Summary – Bill Gardiner, Assistant City Manager

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

7:15 p.m.
Public Hearing
15-O-01

CITY OF COLLEGE PARK MUNICIPAL SCENE

4500 KNOX ROAD, COLLEGE PARK, MARYLAND 20740 • 240-487-3500
www.collegeparkmd.gov January 29, 20

City Hall Bulletin Board

NOTICE OF PUBLIC HEARING ORDINANCE 15-O-01

TUESDAY, FEBRUARY 10, 2015 – 7:15 P.M.
2ND FLOOR COUNCIL CHAMBERS
CITY HALL, 4500 KNOX ROAD

An Ordinance of the Mayor and Council of the City of College Park to Repeal and Re-Enact Chapter 161, "Recycling" in its Entirety, to Require Source Separation of Recyclable Materials for all Owners and Residents Utilizing City Solid Waste Collection Services

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

STATE TAX REMINDER

Please remember to specify "College Park" as your "Incorporated City" on your Maryland Tax Return.

Around Town!

COLLEGE PARK CITY MANAGER JOE NAGRO TO RETIRE

January 14, 2015 – College Park City Manager Joseph L. Nagro announced Tuesday night that he will retire as City Manager in June. Speaking at the Council Meeting on Tuesday, January 13, Nagro said "After 25-plus years of serving the City in a multitude of positions, it is time to step down."

Nagro recently marked his 25th anniversary with the City of College Park. He was elected to the City Council in 1989 from what was then Council District 5, representing his neighborhood of College Park Woods. Nagro resigned from the Council in March 1997 to become the Deputy Director of the City's Public Works

COLLEGE PARK PRESCHOOL EDUCATION FAIR

Tuesday, 2/10: UMD women's basketball vs. Rutgers (9:00 p.m.)
Wednesday, 2/11: UMD men's basketball vs. Indiana (9:00 p.m.)
Thursday, 2/19: UMD men's basketball vs. Nebraska (7:00 p.m.)
Tuesday, 2/24: UMD men's basketball vs. Wisconsin (7:00 p.m.)
Saturday, 2/28: UMD men's basketball vs. Michigan @ TBD (Last home game)

UMD GAME-DAY TEXT ALERTS

If you would like to receive game day information text alerts regarding incidents, traffic problems, notifications about the start and end of incoming and outgoing traffic pertaining to sporting events, send a text message from your mobile device to 888777 with keyword: TerpsGameDay.

WEEKLY YARD WASTE COLLECTION REMINDERS

Yard waste (grass, flowers, leaves, soft plants, and weeds) will be picked up on your regularly scheduled collection day. Brush and logs should not be mixed in with soft (vegetative) yard waste as these two types of materials are processed independently of each other. Collected yard waste is processed into compost; trash should be separated out of the yard trim material and disposed of in the refuse cart.

Use paper yard waste bags or reusable containers ONLY, and place at the curb by 7:00 am on your regular collection day. Yard waste in plastic bags will not be collected. Keep in mind that a small investment in a few reusable containers can quickly outweigh the cost of continuously purchasing biodegradable paper yard waste bags; multiple containers can be stacked to reduce storage space. Drill holes in the bottom of the containers to allow water to drain out. Containers must display a City yard waste sticker; free stickers are available to residents at all City buildings.

WATER MAIN BREAKS

Water main breaks should be reported to Washington Suburban

SNOW AND ICE CONTROL – PARK ON THE EVEN SIDE!

CITY HALL, 4500 Knox Road, College Park, MD 20740
Hours: M-F 8am-7pm; Sat. 1-5pm; Sun - Closed

City Hall Departments
City Manager/City Clerk.....240-487-3
City FAX Number.....301-699-8
Finance.....240-487-3
Human Resources.....240-487-3
Parking Enforcement Div. *(M-F 8am-10pm/Sat. 1-7pm)*.....240-487-3
Planning/Economic Development.....240-487-3

Housing Authority (Attick Towers) 9014 R.I. Ave....301-345-3
Public Services Department, 4601A Calvert Rd.....240-487-3
Animal Control, Code Enforcement, Public Safety and Recreation. Parking Enforcement is at City Hall.
24 Hour Hotline.....240-487-3
For Urgent Code Enforcement, Noise Control, Animal Control Issues.
Public Works Department, 9217 51st Ave.....240-487-3
Trash Collection, Recycling and Special Pick-ups
Senior Program (Attick Towers) 9014 R.I. Ave.....301-345-8
Youth and Family Services, 4912 Nantucket Rd.....240-487-3
Drop-In Recreation Center.....301-345-4

MAYOR AND COUNCIL
Mayor Andrew M. Fellows
5807 Bryn Mawr Road.....301-441-8
Councilmember Fazlul Kabir (District 1)
9817 53rd Avenue.....301-659-6
Councilmember Patrick L. Wojahn (District 1)
5015 Lackawanna Street.....240-988-7
Councilmember P.J. Brennan (District 2)
4500 Knox Road.....301-220-1
Councilmember Monroe S. Dennis (District 2)
8117 51st Avenue.....301-474-6
Councilmember Robert W. Day (District 3)
7410 Baylor Avenue.....301-741-1
Councilmember Stephanie Stullich (District 3)
7400 Dartmouth Avenue.....301-742-4
Councilmember Alan Y. Hew (District 4)
9118 Autoville Drive.....240-391-8
Councilmember Denise C. Mitchell (District 4)
3501 Marlbrough Way.....240-460-7

NOTICE OF PUBLIC HEARING
ORDINANCE 15-O-01
TUESDAY, FEBRUARY 10, 2015
2ND FLOOR COUNCIL CHAMBERS
CITY HALL, 4500 KNOX ROAD
7:15 P.M.

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1/15/15
Bulletin Board, Municipal Scene, Carousel

ORDINANCE
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK TO REPEAL AND RE-ENACT CHAPTER 161, "RECYCLING" IN ITS ENTIRETY,TO REQUIRE SOURCE SEPARATION OF RECYCLABLE MATERIALS FOR ALL OWNERS AND RESIDENTS UTILIZING CITY SOLID WASTE COLLECTION SERVICES

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 161, "Recycling", to provide for mandatory source separation recycling of newspapers for all owners and residents utilizing City solid waste collection services; and

WHEREAS, the Mayor and Council have determined that it is in the public interest to meet or exceed the solid waste reduction goals outlined in the State of Maryland Recycling Act and the Prince George's County Municipal Recycling Program; and

WHEREAS, in support of solid waste reduction goals, the Mayor and Council have determined that it is in the public interest to require mandatory source recycling of additional materials, including certain glass containers, certain plastic containers, metal, mixed paper, cardboard, electronics, brush and yard trim.

Section 1. **NOW THEREFORE, BE IT ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland that Chapter 161, "Recycling",

be, and is hereby repealed in its entirety as follows:

[~~CHAPTER 161 RECYCLING~~

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: Newspapers~~

~~§161-1 Definitions~~

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

~~USED NEWSPAPER~~

~~Includes paper of the type commonly referred to as "newsprint" and distributed at stated intervals, usually daily or weekly, having printed thereon news and opinions and containing advertisements and other matters of public interest.~~

~~§161-2 Establishment of program.~~

~~[Amended 12-10-1991 by Ord. No. 91-O-24]~~

~~On or after the effective date of this article and under regulations issued by the City Manager in accordance with the terms of this article, there is hereby established a program for the mandatory separation of used newspaper from municipal solid waste in the City of College Park. All persons who live in residential areas and currently receive solid waste disposal services from the City of College Park shall separate used newspapers from all other solid waste products. The City of College Park is not required to collect solid waste from any occupant or owner who includes used newspaper with his/her solid waste or does not place the used newspapers for collection in accordance with this article or authorized regulations.~~

~~§161-3 Separation; placement; collection; violation.~~

~~A. Used newspapers shall be free of phone books, magazines, plastic bags and trash.~~

~~B. Used newspapers shall be bundled separately and tied or put in a paper grocery bag in stacks no more than 12 inches high.~~

~~C. Used newspapers may not be placed at the curb more than 24 hours in advance of the 7:30 a.m. scheduled pickup.~~

~~D. Used newspapers will be picked up once per week.~~

~~E. Used newspapers shall not be picked up on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event that either a holiday or snow day falls on a collection day, the newspaper will be picked up on the following designated collection day.~~

~~F. The City Manager is authorized to issue additional reasonable regulations as needed to safely and efficiently effect the removal and collection of used newspapers.~~

~~G. Violation of the provisions of Subsections A through C shall constitute a municipal infraction, carrying a charge as set forth in Chapter 110, Fees and Penalties.~~

~~§161-4 Collection by unauthorized person prohibited; violations and penalties.~~

~~A. From the time of placement of newspapers at the curb for collection by the authorized contractor or other authorized persons in accordance with the terms hereof, the used newspapers shall be and become the property of the City of College Park or its authorized agent. It shall be a violation of this article for any person not authorized by the City of College Park to collect or pick up or cause to be collected or picked up any of the used newspapers. Any and each such collection in violation hereof from one or more residences shall constitute a separate, distinct offense, punishable as hereinafter provided.~~

~~B. Any person who violates any provisions of this section or any regulation promulgated pursuant thereto shall be guilty of a municipal infraction and shall be subject to a fine as set forth in Chapter 110, Fees and Penalties.]~~

Section 2. **BE IT FURTHER ORDAINED AND ENACTED**, that Chapter 161, "Recycling", be, and is hereby enacted to read as follows:

CHAPTER 161 RECYCLING

§161-1. ESTABLISHMENT OF PROGRAM.

THE CITY CURBSIDE RECYCLING PROGRAM, TO REQUIRE SOURCE SEPARATION AND PLACEMENT FOR COLLECTION OF RECYCLABLE MATERIALS BY ALL OWNERS AND RESIDENTS RECEIVING CITY SOLID WASTE COLLECTION SERVICES, IS HEREBY ESTABLISHED.

§161-2. DEFINITIONS.

AS USED IN THIS CHAPTER, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS INDICATED:

ALUMINUM. INCLUDES ALUMINUM ALLOY IN THE FORM OF CONTAINERS USED FOR FOOD AND BEVERAGES, ALUMINUM FOIL, AND DISPOSABLE ALUMINUM BAKING PANS.

BRUSH. ORGANIC, WOODY TRIM TYPICALLY CONSISTING OF BRANCHES, LIMBS, STICKS, TWIGS, AND SIMILAR MATERIAL.

CARDBOARD. INCLUDES CORRUGATED CARDBOARD AND PAPERBOARD OF THE TYPE USED FOR MAKING BOXES AND CARTONS.

CART. THE CONTAINER DESIGNATED BY THE CITY IN WHICH RECYCLABLES ARE TO BE HELD FOR STORAGE AND TRANSPORTATION.

CITY. THE CITY OF COLLEGE PARK AND ITS INCORPORATED AREA.

COLLECTOR. ANY PERSON OR FIRM, INCLUDING THE CITY, THAT COLLECTS OR CONTRACTS TO COLLECT AND PROVIDE SERVICES FOR COLLECTION AND/OR TRANSPORTATION OF THE DESIGNATED RECYCLABLE MATERIAL OF OTHERS TO AN APPROVED DISPOSAL SITE.

CURBSIDE COLLECTION. PROCESS WHERE MATERIALS ARE COLLECTED IN OR NEAR THE RIGHT-OF-WAY, GENERALLY IN FRONT OF THE PROPERTY.

DIRECTOR OF PUBLIC WORKS. THE DIRECTOR OR HIS/HER DESIGNEE.

ELECTRONICS. ANY ELECTRONICS ITEM INCLUDING, BUT NOT LIMITED, TO COMPUTERS, TABLETS, KEYBOARDS, MICE, PRINTERS, SCANNERS, FAX MACHINES, TVS, VCRS, DVD/CD/MP3 PLAYERS, STEREOS, RADIOS, TURNTABLES, SPEAKERS, TELEPHONES, CELL PHONES, PDAS, DIGITAL CAMERAS, CAMCORDERS, ELECTRONIC GAME DEVICES, CABLES/CORDS, ELECTRIC TOOLS, VACUUM CLEANERS, MICROWAVES, AND OTHER HOUSEHOLD APPLIANCES.

GLASS CONTAINER. INCLUDES ALL CLEAR (FLINT), GREEN AND BROWN (AMBER) COLORED GLASS FOOD AND BEVERAGE CONTAINERS. GLASS CONTAINERS SHALL NOT INCLUDE BLUE GLASS CONTAINERS, CERAMICS, CRYSTAL, LIGHT BULBS, PLATE WINDOW, LAMINATED, WIRED, OR MIRRORED GLASS.

HIGH GRADE OFFICE PAPER. INCLUDES WHITE OR OFF-WHITE, FINE, BOND, LEDGER, OFFSET, XEROGRAPHIC, AND COMPUTER PAPER AND RELATED TYPES OF CELLULOSIC MATERIAL CONTAINING NOT MORE THAN TEN PERCENT (10%) BY WEIGHT OR VOLUME OF NONCELLULOSIC MATERIAL SUCH AS LAMINATES, COATINGS, OR SATURANTS.

LEAVES. INCLUDES THE FOLIAGE OF TREES, BUSHES, AND SHRUBS.

MIXED PAPER. INCLUDES A WIDE RANGE OF PAPER STOCK AND CONSISTS OF UNSORTED MIXED PAPER SUCH AS NEWSPAPER, MAGAZINES, GLOSSY ADVERTISEMENTS, PAPERBOARD, OFFICE PAPER, PHONE BOOKS, CARDBOARD, AND SOFT AND HARD BOUND BOOKS. SHREDDED PAPER MUST BE CONTAINED IN A SEALED PAPER BAG. MIXED PAPER SHALL NOT INCLUDE SOILED PAPER, PAPER CUPS, TOWELS, TISSUES, NAPKINS OR PLATES.

NEWSPAPER. A PERIODICAL PRINTED ON A PAPER COMMONLY REFERRED TO AS NEWSPRINT.

PAPER. INCLUDES ALL NEWSPAPER, HIGH-GRADE OFFICE PAPER, FINE PAPER, BOND PAPER, OFFSET PAPER, XEROGRAPHIC PAPER, MIMEOGRAPH PAPER, DUPLICATOR PAPER, AND RELATED TYPES OF CELLULOSIC MATERIAL CONTAINING NOT MORE THAN TEN PERCENT (10%) BY WEIGHT OR VOLUME OF NONCELLULOSIC MATERIAL SUCH AS LAMINATES, BINDERS, COATINGS, OR SATURANTS.

PLASTIC. A CLASS OF COMPOUNDS COMPOSED OF SYNTHETIC THERMOPLASTIC POLYMERIC MATERIAL. INCLUDES NARROW AND WIDE MOUTH FOOD AND BEVERAGE CONTAINERS LABELED #1, #2, #3, #4, #5, #6, OR #7. EXPRESSLY EXCLUDES PLASTIC BAGS/FILM AND FOAM TRAYS, CUPS, PLATES, BOWLS, AND ALL FOAM PACKAGING MATERIAL, ALSO KNOWN AS EXPANDED POLYSTYRENE.

RECYCLABLE MATERIALS. MATERIALS REQUIRED TO BE SOURCE SEPARATED AND PLACED FOR COLLECTION AS REQUIRED BY §161-3 INCLUDE:
BRUSH
CARDBOARD
ELECTRONICS
GLASS CONTAINERS
METAL, INCLUDING ALUMINUM, STEEL, AND TIN CONTAINERS AND CANS, ALUMINUM FOIL, AND ALUMINUM BAKING PANS
MIXED PAPER
NEWSPAPER
PLASTIC CONTAINERS (#S 1-7)
YARD TRIM
RECYCLING. THE PROCESS BY WHICH MATERIALS, THAT WOULD OTHERWISE BECOME SOLID WASTE, ARE COLLECTED, SEPARATED, OR PROCESSED, AND RETURNED TO THE ECONOMIC MARKETPLACE IN THE FORM OF RAW MATERIALS OR PRODUCTS.

RESIDENT. A PERSON RESIDING WITHIN THE CITY ON A PERMANENT OR TEMPORARY BASIS.

SCAVENGING. REMOVING RECYCLABLE MATERIALS FROM A DESIGNATED RECYCLING CONTAINER OR AREA WITHOUT APPROVAL FROM THE OWNER OR OPERATOR OF THE RECYCLING OPERATION DESIGNATED TO RECOVER AND PROCESS THE MATERIALS.

SOLID WASTE. ALL WASTE MATERIAL, COMBUSTIBLE OR NONCOMBUSTIBLE, FROM ALL PUBLIC AND PRIVATE ESTABLISHMENTS AND RESIDENCES. SOLID WASTE INCLUDES TRASH, GARBAGE, RUBBISH, OFFAL, AND OTHER REFUSE, BUT NOT BODY EXCREMENTS.

SOURCE SEPARATION. THE ACT OF SEPARATING RECYCLABLE MATERIALS FROM SOLID WASTES FOR THE PURPOSE OF COLLECTION, DISPOSITION, REUSE, COMPOSTING, AND RECYCLING.

YARD TRIM. ORGANIC, VEGETATIVE TRIM TYPICALLY CONSISTING OF LEAVES, GRASS CLIPPINGS, WEEDS, THATCH, AND SIMILAR SOFT VEGETATIVE MATERIAL.

§161-3. DUTIES OF OWNERS AND OCCUPANTS RECEIVING CITY SOLID WASTE COLLECTION SERVICES.

A. ALL RESIDENTS OF, AND OWNERS OF PROPERTY WITHIN, THE CITY WHO RECEIVE SOLID WASTE COLLECTION SERVICES FROM THE CITY SHALL SOURCE SEPARATE RECYCLABLE MATERIALS FROM SOLID WASTE.

B. RECYCLABLE MATERIALS (EXCEPT ELECTRONICS AND YARD TRIM) SHALL BE PLACED IN A CITY-ISSUED CART. CARDBOARD SHALL BE FLATTENED AND CUT TO SIZE TO FIT IN THE RECYCLING CART. CARDBOARD QUANTITIES TOO LARGE TO FIT IN THE CART MUST BE FLATTENED, BUNDLED WITH STRING, AND PLACED NEXT TO THE RECYCLING CART. RECYCLABLE MATERIALS SHALL BE PLACED LOOSE IN THE RECYCLING CART AND NOT IN BAGS. CONTAINERS SHALL BE EMPTIED, RINSED OUT AND FREE OF RESIDUE PRIOR TO PLACEMENT IN THE CART FOR COLLECTION. RESIDENTS MAY REQUEST ADDITIONAL CARTS FROM THE DIRECTOR OF PUBLIC WORKS TO CONTAIN ALL ROUTINELY ACCUMULATING RECYCLABLE MATERIALS BETWEEN COLLECTIONS. FILLED CARTS SHALL NOT WEIGH MORE THAN 75 POUNDS.

C. ALL RECYCLING CARTS SHALL BE PLACED AT THE CURBSIDE BY 7:00 A.M. ON SCHEDULED RECYCLING COLLECTION DAYS BUT NOT MORE THAN TWENTY-FOUR (24) HOURS PRIOR TO 7:00 A.M. ON THE SCHEDULED COLLECTION DAY DESIGNATED FOR THE AREA IN WHICH THE PROPERTY IS LOCATED. CARTS SHALL BE PLACED, WHERE POSSIBLE, ONLY ON THE GRASS ADJACENT TO THE CURB. IT IS ADVISED TO KEEP CARTS AT LEAST THREE FEET APART FROM EACH OTHER, UTILITY POLES, FENCES, FIRE HYDRANTS AND OTHER STRUCTURES. CARTS THAT ARE BLOCKED BY VEHICLES OR OTHER OBSTRUCTIONS WILL NOT BE COLLECTED. CARTS SHALL BE REMOVED FROM THE CURB PRIOR TO 12:00 MIDNIGHT ON RECYCLING COLLECTION DAYS. CARTS SHALL BE STORED ON EACH PROPERTY AT THE REAR OR SIDE IN SUCH A MANNER AS NOT TO BE VISIBLE FROM THE PUBLIC RIGHT-OF-WAY IN FRONT OF THE RESIDENCE.

D. PREMISES WITH NO RESIDENT PHYSICALLY ABLE TO PLACE AND REMOVE BINS FROM THE CURB MAY REQUEST AN EXEMPTION FROM THESE REQUIREMENTS BY FILING AN ANNUAL APPLICATION WITH THE DIRECTOR OF PUBLIC WORKS.

E. CARTS SHALL ONLY BE USED FOR COLLECTION OF RECYCLABLE MATERIALS, AND WILL BE KEPT CLEAN BY THE RESIDENT.

F. RESIDENTS PLANNING ON DISPOSING OF ELECTRONICS MUST SOURCE SEPARATE THESE ITEMS FROM OTHER RECYCLABLE MATERIALS AND SOLID WASTE. A PICKUP MUST BE SCHEDULED FOR THESE ITEMS, WHICH SHALL BE PLACED AT THE CURB ON THE SCHEDULED DAY OF COLLECTION. THE CITY HAS DISCRETION WITH RESPECT TO WHICH ITEMS WILL BE COLLECTED FOR ELECTRONICS RECYCLING BASED ON MARKET FACTORS.

G. WITH THE EXCEPTION OF LEAVES PLACED FOR COLLECTION DURING POSTED COLLECTION PERIODS, YARD TRIM GENERATED BY RESIDENTS SHALL BE PLACED IN PAPER BAGS OR REUSABLE CONTAINERS AS APPROVED BY THE CITY, AND PLACED ADJACENT TO THE CURB ON REGULARLY SCHEDULED COLLECTION DAYS. YARD TRIM SHALL BE FREE OF ROCKS, SOIL, TREE BRANCHES AND OTHER SOLID DEBRIS AND NOT WEIGH MORE THAN SEVENTY-FIVE (75) POUNDS. REUSABLE

CONTAINERS MUST DISPLAY A YELLOW YARD TRIM DECAL PROVIDED BY THE CITY AT NO CHARGE.

H. BRUSH, SUCH AS BRANCHES, LIMBS, STICKS, TWIGS, AND SIMILAR WOODY MATERIAL, SHALL BE PACKED IN BUNDLES TIED WITH ROPE, TWINE OR STRING, OR PLACED IN PAPER BAGS OR REUSABLE CONTAINERS AND SHOULD BE NO MORE THAN FIVE (5) FEET IN LENGTH AND NOT WEIGHING MORE THAN SEVENTY-FIVE (75) POUNDS. BUNDLED ITEMS TIED WITH WIRE WILL NOT BE COLLECTED. TREE STUMPS, TRUNKS AND LIMBS GREATER THAN TWELVE (12) INCHES IN DIAMETER WILL NOT BE COLLECTED.

I. LOOSE LEAVES MAY BE PLACED AT THE CURB DURING POSTED COLLECTION PERIODS. LEAF PILES SHALL BE PLACED AWAY FROM STORM DRAINS AND BE FREE OF ROCKS, WIRE, VINES, OR OTHER SOLID DEBRIS. LEAVES SHALL BE BAGGED AT ALL OTHER TIMES DURING NON-POSTED COLLECTION PERIODS.

J. ALL RECYCLABLE MATERIALS SHALL BE PLACED INSIDE THE RECYCLING CART, EXCEPT AS OTHERWISE STATED IN THIS CHAPTER. RECYCLABLE MATERIALS PLACED ON THE GROUND OR IN UNAPPROVED CONTAINERS WILL NOT BE COLLECTED BY THE CITY. FILLED CARTS SHALL NOT WEIGH MORE THAN 75 POUNDS.

§161-4. CITY'S RIGHT TO REFUSE PICKUP.

THE CITY RESERVES THE RIGHT TO REFUSE COLLECTION OF MATERIALS IF THE PUBLIC WORKS DIRECTOR OR OTHER CITY STAFF DETERMINE THAT MATERIALS BEING PLACED FOR CURBSIDE PICKUP ARE UNACCEPTABLE OR IMPROPERLY PREPARED OR CONTAINED PER THE PROVISIONS OF THIS CHAPTER. THE CITY WILL PROVIDE THE RESIDENT WITH A NOTICE EXPLAINING THE INFRACTION. THE RESIDENT WILL THEN BE RESPONSIBLE FOR REMOVING THE MATERIALS FROM THE CURB OR OTHER LOCATION AND PREPARING MATERIALS TO MAKE THEM APPROPRIATE FOR COLLECTION.

161-5. USED MOTOR OIL RECYCLING.

A RECEPTACLE FOR RECYCLING USED MOTOR OIL ONLY IS PROVIDED YEAR ROUND AT THE PUBLIC WORKS FACILITY AND IS AVAILABLE AT ALL TIMES. OIL SHALL BE DEPOSITED IN ACCORDANCE WITH DIRECTIONS POSTED AT THE FACILITY BY THE CITY. DISPOSAL OF ANY OTHER ITEMS AT THE FACILITY SHALL CONSTITUTE ILLEGAL DUMPING.

161-6. COLLECTION BY UNAUTHORIZED PERSONS.

IT SHALL BE UNLAWFUL FOR ANY PERSON WHO IS NOT AUTHORIZED BY THE CITY TO RECOVER, SALVAGE, SCAVENGE OR OTHERWISE REMOVE, OR CAUSE

TO BE SALVAGED, SCAVENGED, OR REMOVED, ANY RECYCLABLE MATERIAL FROM ANY BIN OR CONTAINER PLACED FOR CITY COLLECTION.

§161-7. ACCEPTABLE MATERIAL.

A CITY RESIDENT OR OWNER MAY ONLY PLACE FOR COLLECTION RECYCLABLE MATERIALS GENERATED AT THE PROPERTY LOCATED IN THE CITY THAT THE PERSON OWNS, OR AT WHICH THE PERSON RESIDES.

§161-8. VIOLATIONS AND PENALTIES.

ANY PERSON VIOLATING ANY OF THE PROVISIONS OF THIS CHAPTER SHALL BE GUILTY OF A MUNICIPAL INFRACTION AND IS SUBJECT TO THE PENALTY PROVIDED IN CHAPTER 110, FEES, AND PENALTIES, OF THIS CODE.

Section 3. **BE IT FURTHER ORDAINED AND ENACTED**, that Chapter 110, Fees and Penalties, §110-2, "Penalties", be repealed, reenacted and amended to read as follows:

* * * *

Ch. 161 Recycling
[~~Art. 1, Newspapers~~]

§161-6	COLLECTION BY UNAUTHORIZED PERSON		$100
	REMAINDER OF CHAPTER	[~~$10.00~~]	$25

* * * *

Section 4. **BE IT FURTHER ORDAINED** by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall publish this proposed ordinance or a fair summary thereof in a newspaper having a general circulation in the City of College Park together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council. The public hearing, hereby set for **7:15 p.m.** on the **10th** day of **February**, 2015, 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 _____, 2015, 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 **13th** day of **January**, 2015.

ADOPTED by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the _____ day of _____ 2015.

EFFECTIVE the _____ day of _____, 2015.

ATTEST:

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

CITY OF COLLEGE PARK

By: _____
Andrew M. Fellows, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Suellen M. Ferguson, City Attorney

MINUTES

MINUTES
Special Session of the College Park City Council
Council Chambers
Tuesday, January 20, 2015
8:31 p.m.

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

ABSENT: None.

ALSO PRESENT: Joseph Nagro, City Manager; Bill Gardiner, Assistant City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Steve Groh, Director of Finance; Jill Clements, Human Resources Director; Terry Schum, Director of Planning; Bob Ryan, Director of Public Services; Jeannie Ripley, Code Enforcement Manager.

ACTION ITEMS
Payment of New Entrant Liability into the Maryland State Retirement Plan:

Mr. Groh and Ms. Clements explained that the final valuation of the cost to purchase the prior service for the City's entry into the Maryland State Retirement Plan has been provided, and is $1 M more than was estimated last May. Staff recommends that the City fund this additional liability in the same way that we planned earlier – to borrow this money from our reserves to pay in one lump sum, then repay ourselves annually over eight to ten years. This funding option is less expensive than borrowing from the Plan or from the bank and saves the City the most money in the long run.

Mr. Groh and Ms. Clements explained the valuation process and why the final calculation by the Plan's actuaries was more than anticipated. Council discussed the final valuation and funding options.

Mr. Groh explained that the final valuation invoice from the MSRPS included an item (Letter "G" on the chart) for interest on the purchase from July 1, 2014 (our entry date) to December 31, 2014 (the date of the final valuation invoice) in the amount of $95,211. We plan to appeal the interest because we were ready to make this payment on July 1 but they were not ready to accept it because the actuarial valuation had not been done. Mayor Fellows explained that this accumulating interest is the reason he listed this item as a "Possible Special Session" on the agenda. We are trying to minimize the interest they are charging us, even though we plan to request a waiver of this interest. Council agreed to vote on this item tonight.

During a regularly scheduled Worksession of the College Park City Council, a motion was made by Councilmember Stullich and seconded by Councilmember Brennan to enter into a Special Session to consider this matter. Notice of this Special Session was provided on the Worksession agenda. The motion was approved 8 – 0 – 0 and the Council entered Special Session at 8:31 p.m.

15-G-04 Maryland State Retirement Plan Prior Service Purchase

A motion was made by Councilmember Stullich and seconded by Councilmember Mitchell that the City pay the additional cost of approximately $1 M to complete the purchase of College Park's New Entrant Liability to the Maryland State Retirement Plan in one lump sum from the Fund Balance. The City will reimburse the Fund Balance for the full cost in the future as budgeted funds are available.

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

The motion passed 8 – 0 – 0.

ADJOURN: A motion was made by Councilmember Day and seconded by Councilmember Dennis to adjourn from the Special Session, and with a vote of 8 – 0 – 0, the Special Session adjourned at 8:32 p.m.

_____

Janeen S. Miller
City Clerk

Date
Approved

MINUTES
Regular Meeting of the College Park City Council
Tuesday, January 27, 2015
8:57 p.m. – 9:27 p.m.

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

ABSENT: Councilmember Hew.

ALSO PRESENT: Joe Nagro, City Manager; Janeen Miller, City Clerk; Bill Gardiner, Assistant City Manager; Suellen Ferguson, City Attorney; Terry Schum, Director of Planning; Miriam Bader, Planner; Cole Holocker, Student Liaison.

Mayor Fellows opened the regular meeting at 8:57 p.m. following a 7:00 p.m. Oral Argument in case CPD-2014-01. Councilmember Dennis led the Pledge of Allegiance.

Minutes: A motion was made by Councilmember Dennis and seconded by Councilmember Kabir to approve the minutes of the Regular Meeting on January 13, 2015 and the confidential minutes of the closed session on January 6, 2015. The motion passed 7 – 0 – 0.

Announcements:
Councilmember Kabir announced that tomorrow night at 7:00 p.m. there will be a meeting on the Hollywood Streetscape Design Plan at Davis Hall.

Councilmember Wojahn said there will be a Listening Session on the Prince George's County Zoning Ordinance Re-write on Thursday at the Wayne Curry Sports & Learning Complex.

Amendments to the Agenda: None.

City Manager's Report: Mr. Nagro reminded the Council of the Four Cities Meeting on Thursday night at 7:30 here in College Park.

Student Liaison's Report: Mr. Holocker said classes started yesterday and reminded everyone about pedestrian safety with the return of students; the basketball team is doing very well; he is working on the Housing Affordability subcommittee of the Neighborhood Quality of Life Committee.

Comments from the Audience on Non-Agenda items:
Bob Schnabel, 7400 Dartmouth Avenue: Regarding the earlier Oral Argument: He hopes that the APC will consider input from the civic association. This was a confusing issue for the civic association – they did not consider that this variance would allow them to become a rooming house. He hopes the input will be allowed.

Maxine Gross, 5011 Navahoe Street: She promoted the upcoming celebration of Black History Month to be held at Embry A.M.E. Church in Lakeland on Sunday, February 22.

ACTION ITEMS

15-G-05 Appointments to Boards and Committees

A motion was made by Councilmember Kabir and seconded by Councilmember Wojahn to appoint Lisa Ealley and Judy Blumenthal to the Aging-In-Place Task Force. The motion carried 7 – 0 – 0.

15-G-06 MC/PG 111-15 Prince George's County Municipal Zoning Authority

A motion was made by Councilmember Stullich and seconded by Councilmember Wojahn that the City support the current version (3rd amendment) of MC/PG 111-15.

Mr. Gardiner said the bill, with version 3 of the amendments, will be heard in the bi-county hearing on February 4, so the Council should take a position tonight. It would allow an appeal of a municipal action by a neighboring municipality to the District Council. It would be preferable to have the original bill passed but that does not appear likely.

Ms. Schum said this version is supportable, and commented on certain aspects of the bill and amendments. Her concern is with the provision that allows a decision by a municipality to be appealed by an adjacent municipality to the District Council.

Councilmember Wojahn said this bill has been discussed at the Prince George's County Municipal Association. Some municipalities – especially smaller ones - have concerns that they could be left out of the process and want to have their rights protected. He cited the example of University Park's interest in the Cafritz development.

Comments from the audience:
John Hawvermale, 1342 Excalibur Lane, Sandy Spring, MD: He asked what this bill does for the City of College Park.

The motion passed 7 – 0 – 0.

COUNCIL COMMENTS: None.

COMMENTS FROM THE AUDIENCE:
John Hawvermale, 1342 Excalibur Lane, Sandy Spring, MD: The last proposal from the county regarding the overlay district would have had a big impact on rental properties so changes to the zoning laws cause him concern.

ADJOURN: A motion was made by Councilmember Wojahn and seconded by Councilmember Brennan to adjourn the regular meeting, and with a vote of 7 – 0 – 0, Mayor Fellows adjourned the meeting at 9:27 p.m.

_____

Janeen S. Miller, CMC — Date
City Clerk — Approved

15-G-07

February 11, 2015

Franklin D. Jackson, Chairman
Prince George's County
Board of License Commissioners
County Service Building, Room 204
5012 Rhode Island Avenue
Hyattsville, MD 20781-2037

Dear Chairman Jackson:

The Mayor and Council of the City of College Park, meeting on February 10, 2015, considered the renewal of all alcoholic beverage licenses which the Board of License Commissioners issues in the City.

I am pleased to report that the City of College Park does not object to, and voices no opposition to, the renewal of liquor licenses held by business establishments located in the City.

Thank you for the annual opportunity to consider any issues that have arisen concerning each liquor license, and whether to protest the granting of license renewals. City officials and residents appreciate this opportunity and the continued efforts of your inspectors to maintain compliance with Board of License Commissioners' regulations within the City.

Sincerely,

Joseph L. Nagro
City Manager

cc: Mayor and City Council
Robert W. Ryan, Director of Public Services

15-R-02

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK APPROVING A SETTLEMENT AGREEMENT WITH COMCAST OF MARYLAND, LLC

WHEREAS, Comcast of Maryland, Inc., ("Comcast") holds a cable franchise issued by the City of College Park ("Franchisor") dated April 24, 1999, to Jones Communications of Maryland, Inc., ("Franchise Agreement"), which was transferred to Comcast; and

WHEREAS, the Franchise Agreement term has expired, but Comcast filed a Federal Cable Act Section 626 letter on July 15, 2011, and Comcast and Franchisor continue to operate under the Franchise Agreement;

WHEREAS, on April 10, 2014, Franchisor received from Franchisee an FCC Form 394 requesting that Franchisor consent, if such consent were required, to a proposed transaction in which the company controlling Franchisee, Comcast Corporation, would acquire Time Warner Cable ("Transaction"); and

WHEREAS, the parties have extended the deadline for the Franchisor to act on the request for approval of the Transaction through and including February 13, 2015 without any party waiving claims as to whether or not consent is required; and

WHEREAS, the Franchise Agreement states that the Franchisor, in determining whether to consent to a transfer, may consider without limitation the legal, financial, and technical qualifications of the transferee to operate the system; any potential impact of the Transfer on subscriber rates or services; and whether operation by the transferee or approval of the Transfer would adversely affects Subscribers, the County's interest under the

Agreement, the Cable Ordinance, other applicable law, and is otherwise in the public interest; and

WHEREAS, Franchisor believes that Comcast is in noncompliance with a number of provisions of the Franchise Agreement; and

WHEREAS, Comcast disputes the Franchisor's allegations of noncompliance;

WHEREAS, Franchisor and Comcast have agreed to settle certain disputes regarding noncompliance by means of a Settlement Agreement, which is attached to this Resolution, while otherwise reserving all rights under the Franchise Agreement and the renewal process which addresses certain of the issues raised by the transfer; and

WHEREAS, the attached Settlement Agreement shall only be effective if Franchisor approves Comcast's request for Transfer approval, or permits such application to be deemed granted by the expiration of the period for review.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of College Park that the Settlement Agreement be and it is hereby approved in substantially form attached; and it is further

RESOLVED, that the City agrees that the time for review expires as of February 13, 2015; and be it further

RESOLVED, that the City Manager be, and he is hereby, authorized to sign the Settlement Agreement on behalf of the City.

ADOPTED by the Mayor and Council of City of College Park at a regular meeting on the _____ day of _____, 2015.

EFFECTIVE the _____ day of _____, 2015.

WITNESS:

_____
Janeen S. Miller, CMC, City Clerk

CITY OF COLLEGE PARK

_____
Andrew M. Fellows, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Suellen M. Ferguson, City Attorney

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on the ____ day of February, 2015 by and between the City of College Park ("Franchisor") and Comcast of Maryland, LLC ("Comcast" or "Franchisee").

RECITALS

1.1 Comcast holds a cable franchise issued by Franchisor to Jones Communications of Maryland, Inc. ("Franchise Agreement") on April 24, 1999, which was transferred to Comcast by agreement dated February 23, 1999;

1.2 The Franchise Agreement's term expired in 2014, but Comcast filed a Federal Cable Act Section 626 letter on July 15, 2011, and Comcast and Franchisor continue to operate under the Franchise Agreement;

1.3 On April 10, 2014, Franchisor received from Franchisee an FCC Form 394 requesting that Franchisor consent, if such consent were required, to a proposed transaction in which the company controlling Franchisee, Comcast Corporation, would acquire Time Warner Cable ("Transaction");

1.4 The parties have extended the deadline for the Franchisor to act on the request for approval of the Transaction through and including February 13, 2015 without any party waiving claims as to whether or not consent is required;

1.5 The Franchise Agreement states that the Franchisor, in determining whether to consent to a transfer, may consider without limitation the legal, financial, and technical qualifications of the transferee to operate the system; any potential impact of the Transfer on subscriber rates or services; and whether operation by the transferee or approval of the Transfer would adversely affect Subscribers, the City's interest under the Agreement, the Cable Ordinance, other applicable law, and is otherwise in the public interest;

1.6 Franchisor believes that Comcast is in noncompliance with a number of provisions of the Franchise Agreement;

1.7 Comcast disputes the Franchisor's allegations of noncompliance;

1.8 Franchisor and Franchisee have agreed to settle certain disputes regarding noncompliance as stated herein, while otherwise reserving all rights under the Franchise Agreement and the renewal process; and

1.9 This Agreement shall only be effective if Franchisor unconditionally approves Franchisee's request for approval of the Transaction, or permits such application to be deemed granted by the expiration of the period for review.

Now, therefore, in consideration of the covenants and agreements in this Settlement Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

2. SETTLEMENT OF CERTAIN ISSUES

2.1 ***PEG Capacity and Upstream Transmission.*** The parties agree to resolve their dispute with respect to public, educational, and governmental ("PEG") channel capacity as follows. This resolution is not intended to affect Franchisee's rights under 47 U.S.C. Section 531(d) to utilize PEG capacity when that capacity is not being used for PEG purposes.

2.1.1 ***HD Capacity and Associated Equipment.*** Within one-hundred-twenty (120) days of receipt of a written request from Franchisor, Franchisee shall, at no cost to Franchisor, activate up to two (2) high-definition ("HD") channels for PEG use by Franchisor, one such channel to be segmented for County municipalities and the other such channel for the County. Within the same period, Franchisee shall also, at no cost to Franchisor, provide all equipment necessary to deliver the HD signal upstream from any existing PEG origination site without any alteration or deterioration, which may include updating all analog modulators and demodulators to a digital format. Franchisor may request the HD channels in separate or joint written requests.

2.1.2 ***Channel Content.*** The content of programming on any requested HD PEG channel shall be determined by the Franchisor. The Franchisor may direct Franchisee to simulcast one of the existing standard-definition ("SD") PEG channels in HD format (including the segmented channel that carries municipal programming), or it may choose to provide subscribers an HD channel that is programmed differently than all existing SD PEG channels (for example, the Franchisor could create a "best of" PEG channel that carries a combination of HD public, educational and government programming from the existing SD channels). If an HD channel is programmed differently than existing SD channels, Franchisee would have no additional obligation to provide an SD simulcast of that channel.

2.1.3 ***HD-Delivery Requirements.*** Franchisee shall deliver the HD signal to subscribers so that it is viewable without degradation, provided that it is not required to deliver a PEG Channel at a resolution higher than the highest resolution used in connection with the delivery of local broadcast signals to the public. Franchisee may implement HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality equivalent from

the perspective of the viewer to other HD channels carried on the cable system.

2.1.4 ***Subscriber Equipment***. Franchisor acknowledges that HD programming may require the viewer to have special viewer equipment (such as an HDTV and an HD-capable digital device/receiver), but any subscriber who can view an HD signal delivered via the cable system at a receiver shall also be able to view the HD PEG channels at that receiver, without additional charges or equipment. By agreeing to make PEG available in HD format, Franchisee is not agreeing to provide free HD equipment to customers including complimentary municipal and educational accounts, nor to modify its equipment or pricing policies in any manner. Franchisor acknowledges that not every customer may be able to view HD PEG programming (for example, because they do not have an HDTV in their home or have chosen not to take an HD-capable receiving device from Comcast or other equipment provider) on every television in the home.

2.2 ***Inclusion in Franchise.*** Comcast agrees to include at least the preceding language in the renewed franchise agreement when completed by the parties (adjusted as necessary for a particular municipality) and modified as follows: the number of HD channels in Section 2.1.1 shall be at least four (4); and the time from notice to activation shall be ninety (90) days. Without prejudice to the Franchisor's rights to raise other issues, Comcast understands that the Franchisor is requesting an IP-based PEG delivery system as part of the renewal, and agrees that provision of a non-IP based transport devices pursuant to Section 2.1.1 provides no basis for objecting to that request.

2.3 ***Continuation of Existing PEG Channels***. Prior to the effective date of a Franchise Renewal Agreement, Franchisee shall continue to provide the PEG channels required under the Franchise Agreement. Franchisee acknowledges that nothing in this Settlement Agreement, including the Franchisor's right to obtain additional HD channels, permits Franchisee to discontinue or degrade the delivery of any PEG channel as that channel is delivered on the Effective Date.

2.4 ***PEG Fee.*** For those Franchisors receiving a PEG Capital Support Grant as of the Effective Date of this Agreement, Franchisee and Franchisor agree that Franchisor may use one-half for non-capital PEG programming or I-Net related costs to the extent the Franchisor matches one-half of Franchisee's provided non-capital funding with funds from sources other than the PEG Capital Fee. For example, for every dollar that Franchisor spends on non-capital costs for PEG or the Institutional Network, Franchisor may use up to $2.00 of the Capital Equipment Support Grant at Section ___ of the Franchise Agreement. The parties agree that this provision takes the place of Section 6(b)(3) of the County's Franchise Agreement, and any same or similar provision in a municipal franchise

agreement, which contemplates that the Franchisee would enter into a support agreement with a nonprofit, third-party access management entity.

2.5 ***Line Extensions.*** Franchisee agrees to extend its cable system promptly at no cost to Franchisor along the rights of way of Bryan Point Road and the Moyaone Reserve (off 210 in Accokeek as set forth on Exhibit A and in accordance with line extension costs set forth in Section 2.5.3 of this Agreement.

2.5.1 Bryan Point Road: Franchisee shall begin applying for permits required for the Bryan Point Road extension within sixty (60) days of the effective date of this Agreement. Franchisee shall provide Franchisor with monthly reports on this line extension activity until the extensions are completed. Franchisee estimates the Bryan Point Road line extensions can be completed within six (6) months, but may request additional time to complete the extension where extension is delayed for reasons beyond its reasonable control or if Franchisee is unable to obtain easements, permits, pole licenses' and other required authorizations that may be required to extend its system on reasonable terms and conditions. Franchisor will not unreasonably refuse to grant an extension.

2.5.2 Moyaone Reserve: Franchisee estimates the Moyaone Reserve line extensions can be completed within eighteen (18) months, but may request additional time to complete the extension where extension is delayed for reasons beyond its reasonable control or if Franchisee is unable to obtain easements, permits, pole licenses' and other required authorizations that may be required to extend its system on reasonable terms and conditions. Franchisor will not unreasonably refuse to grant an extension. Franchisee shall provide Franchisor with monthly reports on this line extension activity until the extensions are completed.

2.5.3 Franchisee may charge subscribers for the cost of drops that exceed 250 feet from the nearest right of way in accordance with Section 5A-106(b)(2) of the County Code, and otherwise may charge potential subscribers no more than standard installation charges for drops from rights of way.

2.6 ***Payment.*** Franchisee agrees to pay the County and Municipalities a total of $50,000 within thirty (30) days after the Effective Date (as defined herein) of this Settlement Agreement.

3. EFFECTIVENESS AND FRANCHISE AGREEMENT EXTENSION.

3.1 ***Effective Date***. This Settlement Agreement shall be effective on the date that it is approved by Franchisor or is fully executed by the parties, whichever occurs last (the "Effective Date").

3.2 ***Term.*** This Settlement Agreement shall remain in effect until a new cable franchise becomes effective; or until the franchise is either renewed, terminated,

or final action is taken not to renew the franchise in accordance with the Franchise Agreement, the Federal Cable Act and other applicable law, whichever occurs first.

3.3 ***Renewal Negotiations***. The parties agree to work to complete a renewal cable franchise agreement expeditiously. The parties agree that the terms of a renewal agreement addressing the number of HD PEG channels, support, and line extensions shall include at least the terms at Section 2.1 through Section 2.2 herein. The parties may agree to terms in a renewal agreement that are more favorable to the Franchisor than those terms set forth above.

3.4 ***Waiver of Claims***. Franchisor agrees that if Franchisee complies with this Settlement Agreement, Franchisor will not bring any claims for twenty-four (24) months from the Effective Date based on Comcast's alleged duties to provide Franchisor with a 6-MHz channel for each channel designated for public, educational, or governmental use. If Franchisor brings such a claim, Franchisee may cease carriage of the HD channels provided under Section 2.1.1. Claims with respect to Section 6(b)(3) are permanently released, and this Agreement replaces Franchisee's obligation to build to Bryan Point under the Franchise Agreement. Otherwise, Franchisor retains all of its rights to bring noncompliance claims and to require Franchisee to provide benefits that exceed those addressed herein. By entering into this Settlement Agreement, Comcast waives no defenses to any such claims.

3.5 ***Not Franchise Fees***. Franchisee expressly acknowledges that it is entering into this agreement voluntarily and that: 1) it is a settlement of claims, so that the use of funds by Franchisor as permitted under this Agreement will not give rise to a claim that the funds are franchise fees; and 2) any costs to Franchisee arising under this agreement will not be treated by Franchisee as franchise fees. Franchisee agrees that it will not take any offset against franchise fees it owes the Franchisor under the Franchise Agreement based upon use of the PEG funding, or the costs incurred in connection with this Agreement.

3.6 ***Effect on Franchise Agreement***. Except as otherwise specifically provided herein, all rights and obligations under the Franchise Agreement shall continue in full force and effect. Franchisee acknowledges that this Settlement Agreement and Franchisor's approval of the Transaction does not relieve Franchisee of any obligation to comply with the Franchise Agreement, or release it from claims known or unknown.

[Signature Page Follows]

ATTEST:

CITY OF COLLEGE PARK

_____
Janeen S. Miller, CMC, City Clerk

By: _____
Joseph L. Nagro, City Manager

APPROVED AS TO FORM:

_____
Suellen M. Ferguson
City Attorney

COMCAST OF MARYLAND, LLC,
a Maryland Corporation

By: _____
John Conwell

15-O-01

MOTION BY COUNCILMEMBER WOJAHN **15-O-01**

MOTION:

I move to adopt Ordinance 15-O-01, An Ordinance Of The Mayor And Council Of The City Of College Park To Repeal And Re-Enact Chapter 161, "Recycling" In Its Entirety, To Require Source Separation Of Recyclable Materials For All Owners And Residents Utilizing City Solid Waste Collection Services

DISCUSSION

Chapter 161, "Recycling" was last amended December 10, 1991, and provides only for the mandatory separation of used newspaper from municipal solid waste in the City of College Park. Used newspaper is the only commodity the City is recycling according to the Code. It is past time to update the Code with what we are actually recycling today. We have gone from used newspapers to dual stream recycling to single stream recycling of many commodities. Therefore, this change to the Chapter 161 just indicates in writing the current recycling policy now in effect.

ORDINANCE
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK TO REPEAL AND RE-ENACT CHAPTER 161, "RECYCLING" IN ITS ENTIRETY,TO REQUIRE SOURCE SEPARATION OF RECYCLABLE MATERIALS FOR ALL OWNERS AND RESIDENTS UTILIZING CITY SOLID WASTE COLLECTION SERVICES

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 161, "Recycling", to provide for mandatory source separation recycling of newspapers for all owners and residents utilizing City solid waste collection services; and

WHEREAS, the Mayor and Council have determined that it is in the public interest to meet or exceed the solid waste reduction goals outlined in the State of Maryland Recycling Act and the Prince George's County Municipal Recycling Program; and

WHEREAS, in support of solid waste reduction goals, the Mayor and Council have determined that it is in the public interest to require mandatory source recycling of additional materials, including certain glass containers, certain plastic containers, metal, mixed paper, cardboard, electronics, brush and yard trim.

Section 1. **NOW THEREFORE, BE IT ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland that Chapter 161, "Recycling",

be, and is hereby repealed in its entirety as follows:

[~~CHAPTER 161 RECYCLING~~

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: Newspapers~~

~~§161-1 Definitions~~

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

~~USED NEWSPAPER~~

~~Includes paper of the type commonly referred to as "newsprint" and distributed at stated intervals, usually daily or weekly, having printed thereon news and opinions and containing advertisements and other matters of public interest.~~

~~§161-2 Establishment of program.~~

~~[Amended 12-10-1991 by Ord. No. 91-O-24]~~

~~On or after the effective date of this article and under regulations issued by the City Manager in accordance with the terms of this article, there is hereby established a program for the mandatory separation of used newspaper from municipal solid waste in the City of College Park. All persons who live in residential areas and currently receive solid waste disposal services from the City of College Park shall separate used newspapers from all other solid waste products. The City of College Park is not required to collect solid waste from any occupant or owner who includes used newspaper with his/her solid waste or does not place the used newspapers for collection in accordance with this article or authorized regulations.~~

~~§161-3 Separation; placement; collection; violation.~~

~~A. Used newspapers shall be free of phone books, magazines, plastic bags and trash.~~

~~B. Used newspapers shall be bundled separately and tied or put in a paper grocery bag in stacks no more than 12 inches high.~~

~~C. Used newspapers may not be placed at the curb more than 24 hours in advance of the 7:30 a.m. scheduled pickup.~~

~~D. Used newspapers will be picked up once per week.~~

~~E. Used newspapers shall not be picked up on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event that either a holiday or snow day falls on a collection day, the newspaper will be picked up on the following designated collection day.~~

~~F. The City Manager is authorized to issue additional reasonable regulations as needed to safely and efficiently effect the removal and collection of used newspapers.~~

~~G. Violation of the provisions of Subsections A through C shall constitute a municipal infraction, carrying a charge as set forth in Chapter 110, Fees and Penalties.~~

~~§161-4 Collection by unauthorized person prohibited; violations and penalties.~~

~~A. From the time of placement of newspapers at the curb for collection by the authorized contractor or other authorized persons in accordance with the terms hereof, the used newspapers shall be and become the property of the City of College Park or its authorized agent. It shall be a violation of this article for any person not authorized by the City of College Park to collect or pick up or cause to be collected or picked up any of the used newspapers. Any and each such collection in violation hereof from one or more residences shall constitute a separate, distinct offense, punishable as hereinafter provided.~~

~~B. Any person who violates any provisions of this section or any regulation promulgated pursuant thereto shall be guilty of a municipal infraction and shall be subject to a fine as set forth in Chapter 110, Fees and Penalties.]~~

Section 2. **BE IT FURTHER ORDAINED AND ENACTED**, that Chapter 161, "Recycling", be, and is hereby enacted to read as follows:

CHAPTER 161 RECYCLING

§161-1. ESTABLISHMENT OF PROGRAM.

THE CITY CURBSIDE RECYCLING PROGRAM, TO REQUIRE SOURCE SEPARATION AND PLACEMENT FOR COLLECTION OF RECYCLABLE MATERIALS BY ALL OWNERS AND RESIDENTS RECEIVING CITY SOLID WASTE COLLECTION SERVICES, IS HEREBY ESTABLISHED.

§161-2. DEFINITIONS.

AS USED IN THIS CHAPTER, THE FOLLOWING TERMS SHALL HAVE THE MEANINGS INDICATED:

ALUMINUM. INCLUDES ALUMINUM ALLOY IN THE FORM OF CONTAINERS USED FOR FOOD AND BEVERAGES, ALUMINUM FOIL, AND DISPOSABLE ALUMINUM BAKING PANS.

BRUSH. ORGANIC, WOODY TRIM TYPICALLY CONSISTING OF BRANCHES, LIMBS, STICKS, TWIGS, AND SIMILAR MATERIAL.

CARDBOARD. INCLUDES CORRUGATED CARDBOARD AND PAPERBOARD OF THE TYPE USED FOR MAKING BOXES AND CARTONS.

CART. THE CONTAINER DESIGNATED BY THE CITY IN WHICH RECYCLABLES ARE TO BE HELD FOR STORAGE AND TRANSPORTATION.

CITY. THE CITY OF COLLEGE PARK AND ITS INCORPORATED AREA.

COLLECTOR. ANY PERSON OR FIRM, INCLUDING THE CITY, THAT COLLECTS OR CONTRACTS TO COLLECT AND PROVIDE SERVICES FOR COLLECTION AND/OR TRANSPORTATION OF THE DESIGNATED RECYCLABLE MATERIAL OF OTHERS TO AN APPROVED DISPOSAL SITE.

CURBSIDE COLLECTION. PROCESS WHERE MATERIALS ARE COLLECTED IN OR NEAR THE RIGHT-OF-WAY, GENERALLY IN FRONT OF THE PROPERTY.

DIRECTOR OF PUBLIC WORKS. THE DIRECTOR OR HIS/HER DESIGNEE.

ELECTRONICS. ANY ELECTRONICS ITEM INCLUDING, BUT NOT LIMITED, TO COMPUTERS, TABLETS, KEYBOARDS, MICE, PRINTERS, SCANNERS, FAX MACHINES, TVS, VCRS, DVD/CD/MP3 PLAYERS, STEREOS, RADIOS, TURNTABLES, SPEAKERS, TELEPHONES, CELL PHONES, PDAS, DIGITAL CAMERAS, CAMCORDERS, ELECTRONIC GAME DEVICES, CABLES/CORDS, ELECTRIC TOOLS, VACUUM CLEANERS, MICROWAVES, AND OTHER HOUSEHOLD APPLIANCES.

GLASS CONTAINER. INCLUDES ALL CLEAR (FLINT), GREEN AND BROWN (AMBER) COLORED GLASS FOOD AND BEVERAGE CONTAINERS. GLASS CONTAINERS SHALL NOT INCLUDE BLUE GLASS CONTAINERS, CERAMICS, CRYSTAL, LIGHT BULBS, PLATE WINDOW, LAMINATED, WIRED, OR MIRRORED GLASS.

HIGH GRADE OFFICE PAPER. INCLUDES WHITE OR OFF-WHITE, FINE, BOND, LEDGER, OFFSET, XEROGRAPHIC, AND COMPUTER PAPER AND RELATED TYPES OF CELLULOSIC MATERIAL CONTAINING NOT MORE THAN TEN PERCENT (10%) BY WEIGHT OR VOLUME OF NONCELLULOSIC MATERIAL SUCH AS LAMINATES, COATINGS, OR SATURANTS.

LEAVES. INCLUDES THE FOLIAGE OF TREES, BUSHES, AND SHRUBS.

MIXED PAPER. INCLUDES A WIDE RANGE OF PAPER STOCK AND CONSISTS OF UNSORTED MIXED PAPER SUCH AS NEWSPAPER, MAGAZINES, GLOSSY ADVERTISEMENTS, PAPERBOARD, OFFICE PAPER, PHONE BOOKS, CARDBOARD, AND SOFT AND HARD BOUND BOOKS. SHREDDED PAPER MUST BE CONTAINED IN A SEALED PAPER BAG. MIXED PAPER SHALL NOT INCLUDE SOILED PAPER, PAPER CUPS, TOWELS, TISSUES, NAPKINS OR PLATES.

NEWSPAPER. A PERIODICAL PRINTED ON A PAPER COMMONLY REFERRED TO AS NEWSPRINT.

PAPER. INCLUDES ALL NEWSPAPER, HIGH-GRADE OFFICE PAPER, FINE PAPER, BOND PAPER, OFFSET PAPER, XEROGRAPHIC PAPER, MIMEOGRAPH PAPER, DUPLICATOR PAPER, AND RELATED TYPES OF CELLULOSIC MATERIAL CONTAINING NOT MORE THAN TEN PERCENT (10%) BY WEIGHT OR VOLUME OF NONCELLULOSIC MATERIAL SUCH AS LAMINATES, BINDERS, COATINGS, OR SATURANTS.

PLASTIC. A CLASS OF COMPOUNDS COMPOSED OF SYNTHETIC THERMOPLASTIC POLYMERIC MATERIAL. INCLUDES NARROW AND WIDE MOUTH FOOD AND BEVERAGE CONTAINERS LABELED #1, #2, #3, #4, #5, #6, OR #7. EXPRESSLY EXCLUDES PLASTIC BAGS/FILM AND FOAM TRAYS, CUPS, PLATES, BOWLS, AND ALL FOAM PACKAGING MATERIAL, ALSO KNOWN AS EXPANDED POLYSTYRENE.

RECYCLABLE MATERIALS. MATERIALS REQUIRED TO BE SOURCE SEPARATED AND PLACED FOR COLLECTION AS REQUIRED BY §161-3 INCLUDE:
BRUSH
CARDBOARD
ELECTRONICS
GLASS CONTAINERS
METAL, INCLUDING ALUMINUM, STEEL, AND TIN CONTAINERS AND CANS, ALUMINUM FOIL, AND ALUMINUM BAKING PANS
MIXED PAPER
NEWSPAPER
PLASTIC CONTAINERS (#S 1-7)
YARD TRIM
RECYCLING. THE PROCESS BY WHICH MATERIALS, THAT WOULD OTHERWISE BECOME SOLID WASTE, ARE COLLECTED, SEPARATED, OR PROCESSED, AND RETURNED TO THE ECONOMIC MARKETPLACE IN THE FORM OF RAW MATERIALS OR PRODUCTS.

RESIDENT. A PERSON RESIDING WITHIN THE CITY ON A PERMANENT OR TEMPORARY BASIS.

SCAVENGING. REMOVING RECYCLABLE MATERIALS FROM A DESIGNATED RECYCLING CONTAINER OR AREA WITHOUT APPROVAL FROM THE OWNER OR OPERATOR OF THE RECYCLING OPERATION DESIGNATED TO RECOVER AND PROCESS THE MATERIALS.

SOLID WASTE. ALL WASTE MATERIAL, COMBUSTIBLE OR NONCOMBUSTIBLE, FROM ALL PUBLIC AND PRIVATE ESTABLISHMENTS AND RESIDENCES. SOLID WASTE INCLUDES TRASH, GARBAGE, RUBBISH, OFFAL, AND OTHER REFUSE, BUT NOT BODY EXCREMENTS.

SOURCE SEPARATION. THE ACT OF SEPARATING RECYCLABLE MATERIALS FROM SOLID WASTES FOR THE PURPOSE OF COLLECTION, DISPOSITION, REUSE, COMPOSTING, AND RECYCLING.

YARD TRIM. ORGANIC, VEGETATIVE TRIM TYPICALLY CONSISTING OF LEAVES, GRASS CLIPPINGS, WEEDS, THATCH, AND SIMILAR SOFT VEGETATIVE MATERIAL.

§161-3. DUTIES OF OWNERS AND OCCUPANTS RECEIVING CITY SOLID WASTE COLLECTION SERVICES.

A. ALL RESIDENTS OF, AND OWNERS OF PROPERTY WITHIN, THE CITY WHO RECEIVE SOLID WASTE COLLECTION SERVICES FROM THE CITY SHALL SOURCE SEPARATE RECYCLABLE MATERIALS FROM SOLID WASTE.

B. RECYCLABLE MATERIALS (EXCEPT ELECTRONICS AND YARD TRIM) SHALL BE PLACED IN A CITY-ISSUED CART. CARDBOARD SHALL BE FLATTENED AND CUT TO SIZE TO FIT IN THE RECYCLING CART. CARDBOARD QUANTITIES TOO LARGE TO FIT IN THE CART MUST BE FLATTENED, BUNDLED WITH STRING, AND PLACED NEXT TO THE RECYCLING CART. RECYCLABLE MATERIALS SHALL BE PLACED LOOSE IN THE RECYCLING CART AND NOT IN BAGS. CONTAINERS SHALL BE EMPTIED, RINSED OUT AND FREE OF RESIDUE PRIOR TO PLACEMENT IN THE CART FOR COLLECTION. RESIDENTS MAY REQUEST ADDITIONAL CARTS FROM THE DIRECTOR OF PUBLIC WORKS TO CONTAIN ALL ROUTINELY ACCUMULATING RECYCLABLE MATERIALS BETWEEN COLLECTIONS. FILLED CARTS SHALL NOT WEIGH MORE THAN 75 POUNDS.

C. ALL RECYCLING CARTS SHALL BE PLACED AT THE CURBSIDE BY 7:00 A.M. ON SCHEDULED RECYCLING COLLECTION DAYS BUT NOT MORE THAN TWENTY-FOUR (24) HOURS PRIOR TO 7:00 A.M. ON THE SCHEDULED COLLECTION DAY DESIGNATED FOR THE AREA IN WHICH THE PROPERTY IS LOCATED. CARTS SHALL BE PLACED, WHERE POSSIBLE, ONLY ON THE GRASS ADJACENT TO THE CURB. IT IS ADVISED TO KEEP CARTS AT LEAST THREE FEET APART FROM EACH OTHER, UTILITY POLES, FENCES, FIRE HYDRANTS AND OTHER STRUCTURES. CARTS THAT ARE BLOCKED BY VEHICLES OR OTHER OBSTRUCTIONS WILL NOT BE COLLECTED. CARTS SHALL BE REMOVED FROM THE CURB PRIOR TO 12:00 MIDNIGHT ON RECYCLING COLLECTION DAYS. CARTS SHALL BE STORED ON EACH PROPERTY AT THE REAR OR SIDE IN SUCH A MANNER AS NOT TO BE VISIBLE FROM THE PUBLIC RIGHT-OF-WAY IN FRONT OF THE RESIDENCE.

D. PREMISES WITH NO RESIDENT PHYSICALLY ABLE TO PLACE AND REMOVE BINS FROM THE CURB MAY REQUEST AN EXEMPTION FROM THESE REQUIREMENTS BY FILING AN ANNUAL APPLICATION WITH THE DIRECTOR OF PUBLIC WORKS.

E. CARTS SHALL ONLY BE USED FOR COLLECTION OF RECYCLABLE MATERIALS, AND WILL BE KEPT CLEAN BY THE RESIDENT.

F. RESIDENTS PLANNING ON DISPOSING OF ELECTRONICS MUST SOURCE SEPARATE THESE ITEMS FROM OTHER RECYCLABLE MATERIALS AND SOLID WASTE. A PICKUP MUST BE SCHEDULED FOR THESE ITEMS, WHICH SHALL BE PLACED AT THE CURB ON THE SCHEDULED DAY OF COLLECTION. THE CITY HAS DISCRETION WITH RESPECT TO WHICH ITEMS WILL BE COLLECTED FOR ELECTRONICS RECYCLING BASED ON MARKET FACTORS.

G. WITH THE EXCEPTION OF LEAVES PLACED FOR COLLECTION DURING POSTED COLLECTION PERIODS, YARD TRIM GENERATED BY RESIDENTS SHALL BE PLACED IN PAPER BAGS OR REUSABLE CONTAINERS AS APPROVED BY THE CITY, AND PLACED ADJACENT TO THE CURB ON REGULARLY SCHEDULED COLLECTION DAYS. YARD TRIM SHALL BE FREE OF ROCKS, SOIL, TREE BRANCHES AND OTHER SOLID DEBRIS AND NOT WEIGH MORE THAN SEVENTY-FIVE (75) POUNDS. REUSABLE

CONTAINERS MUST DISPLAY A YELLOW YARD TRIM DECAL PROVIDED BY THE CITY AT NO CHARGE.

H. BRUSH, SUCH AS BRANCHES, LIMBS, STICKS, TWIGS, AND SIMILAR WOODY MATERIAL, SHALL BE PACKED IN BUNDLES TIED WITH ROPE, TWINE OR STRING, OR PLACED IN PAPER BAGS OR REUSABLE CONTAINERS AND SHOULD BE NO MORE THAN FIVE (5) FEET IN LENGTH AND NOT WEIGHING MORE THAN SEVENTY-FIVE (75) POUNDS. BUNDLED ITEMS TIED WITH WIRE WILL NOT BE COLLECTED. TREE STUMPS, TRUNKS AND LIMBS GREATER THAN TWELVE (12) INCHES IN DIAMETER WILL NOT BE COLLECTED.

I. LOOSE LEAVES MAY BE PLACED AT THE CURB DURING POSTED COLLECTION PERIODS. LEAF PILES SHALL BE PLACED AWAY FROM STORM DRAINS AND BE FREE OF ROCKS, WIRE, VINES, OR OTHER SOLID DEBRIS. LEAVES SHALL BE BAGGED AT ALL OTHER TIMES DURING NON-POSTED COLLECTION PERIODS.

J. ALL RECYCLABLE MATERIALS SHALL BE PLACED INSIDE THE RECYCLING CART, EXCEPT AS OTHERWISE STATED IN THIS CHAPTER. RECYCLABLE MATERIALS PLACED ON THE GROUND OR IN UNAPPROVED CONTAINERS WILL NOT BE COLLECTED BY THE CITY. FILLED CARTS SHALL NOT WEIGH MORE THAN 75 POUNDS.

§161-4. CITY'S RIGHT TO REFUSE PICKUP.

THE CITY RESERVES THE RIGHT TO REFUSE COLLECTION OF MATERIALS IF THE PUBLIC WORKS DIRECTOR OR OTHER CITY STAFF DETERMINE THAT MATERIALS BEING PLACED FOR CURBSIDE PICKUP ARE UNACCEPTABLE OR IMPROPERLY PREPARED OR CONTAINED PER THE PROVISIONS OF THIS CHAPTER. THE CITY WILL PROVIDE THE RESIDENT WITH A NOTICE EXPLAINING THE INFRACTION. THE RESIDENT WILL THEN BE RESPONSIBLE FOR REMOVING THE MATERIALS FROM THE CURB OR OTHER LOCATION AND PREPARING MATERIALS TO MAKE THEM APPROPRIATE FOR COLLECTION.

§161-5. USED MOTOR OIL RECYCLING.

A RECEPTACLE FOR RECYCLING USED MOTOR OIL ONLY IS PROVIDED YEAR ROUND AT THE PUBLIC WORKS FACILITY AND IS AVAILABLE AT ALL TIMES. OIL SHALL BE DEPOSITED IN ACCORDANCE WITH DIRECTIONS POSTED AT THE FACILITY BY THE CITY. DISPOSAL OF ANY OTHER ITEMS AT THE FACILITY SHALL CONSTITUTE ILLEGAL DUMPING.

§161-6. COLLECTION BY UNAUTHORIZED PERSONS.

IT SHALL BE UNLAWFUL FOR ANY PERSON WHO IS NOT AUTHORIZED BY THE CITY TO RECOVER, SALVAGE, SCAVENGE OR OTHERWISE REMOVE, OR CAUSE TO BE SALVAGED, SCAVENGED, OR REMOVED, ANY RECYCLABLE MATERIAL FROM ANY BIN OR CONTAINER PLACED FOR CITY COLLECTION.

§161-7. ACCEPTABLE MATERIAL.

A CITY RESIDENT OR OWNER MAY ONLY PLACE FOR COLLECTION RECYCLABLE MATERIALS GENERATED AT THE PROPERTY LOCATED IN THE CITY THAT THE PERSON OWNS, OR AT WHICH THE PERSON RESIDES.

§161-8. VIOLATIONS AND PENALTIES.

ANY PERSON VIOLATING ANY OF THE PROVISIONS OF THIS CHAPTER SHALL BE GUILTY OF A MUNICIPAL INFRACTION AND IS SUBJECT TO THE PENALTY PROVIDED IN CHAPTER 110, FEES, AND PENALTIES, OF THIS CODE.

Section 3. **BE IT FURTHER ORDAINED AND ENACTED**, that Chapter 110, Fees and Penalties, §110-2, "Penalties", be repealed, reenacted and amended to read as follows:

* * * *

Ch. 161 Recycling
[~~Art. 1, Newspapers~~]

§161-6	COLLECTION BY UNAUTHORIZED PERSON		$100
	REMAINDER OF CHAPTER	[~~$10.00~~]	$25

* * * *

Section 4. **BE IT FURTHER ORDAINED** by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall publish this proposed ordinance or a fair summary thereof in a newspaper having a general circulation in the City of College Park together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council. The public hearing, hereby set for **7:15 p.m.** on the **10th** day of **February**, 2015, 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 _____, 2015, 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 **13th** day of **January**, 2015.

ADOPTED by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the _____ day of _____ 2015.

EFFECTIVE the _____ day of _____, 2015.

ATTEST:

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

CITY OF COLLEGE PARK

By: _____
Andrew M. Fellows, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Suellen M. Ferguson, City Attorney

15-G-08

MOTION BY COUNCILMEMBER KABIR **15-G-08**

MOTION:

I hereby move that the City co-sponsor, along with the College Park Community Foundation, a Mother's Day 5K Run on Sunday May 10, 2015, authorize the expenditure of a $500 grant from Recreation funds to the College Park Community Foundation to be used for this event, authorize City Public Works and Public Services staff to support this event, and authorize the use of City Contract Police Officers as needed.

DISCUSSION

The College Park Community Foundation has proposed and is planning a Mother's Day 5K run in north College Park on Sunday, May 10, 2015. Former Councilmember Mark Shroder, CPCF Board Chair Tricia Homer and CPCF Board Member Nick Brennan discussed this event with the Council at the work session on February 3.

Last year the first College Park Mother's Day 5K was hosted by the Prince George's County Runners Club. The College Park Community Foundation (CPCF) has proposed hosting this year's event. Proceeds would go to the CPCF. Mr. Shroder, Ms. Homer and Mr. Brennan presented the planned route and planning efforts accomplished to date. The CPCF will be responsible for all race related logistics including route certification, registration, event timing, runner's shirts, etc. City staff will work with CPCF to plan community notification, route safety, etc. The Recreation Board voted for the City to support the event with a $500 grant again this year. The City Attorney has advised that Council approval is necessary for the City to be an official co-sponsor of this event so that City insurance would cover it.

The commitment the City will make as co-sponsor of this event is to provide the following:

- $500 grant as recommended by the Recreation Board
- Event day City contract police support for safety and traffic control
- Event day placement of traffic cones (borrowed from UMPD) at cross streets for runner safety
- Coverage under the City's insurance to include Carrollton Enterprises / Hollywood Shopping Center as location of runner staging area, start and finish lines, and after race awards event

Attachment:
Attachment 1: College Park Community Foundation 5K Proposal

COLLEGE PARK COMMUNITY FOUNDATION

2015 Mother's Day
College Park 5k

Sunday, May 10, 2015 | 7:30AM
Hollywood Shopping Center

About the Race:

The College Park Community Foundation (CPCF) is pleased to host the 2nd Annual Mother's Day College Park 5k. Runners and families will make their way around a five-kilometer (3.1 mile) course around north College Park, starting and ending in the Hollywood Shopping Center (course map attached). The race will welcome participants of all ages and abilities and feature a special start for runners with strollers, walkers, and families that choose to race together.

Building upon the success of the 2014 Mother's Day College Park 5k, hosted by the Prince George's Running Club and coordinated by College Park resident Mark Shroder, CPCF plans to present a professional, well-managed race that:

- Will be a family event centered on health and family togetherness
- Promote a healthy, connected community
- Appeal to a diverse audience of ability and age
- Bring together College Park's different neighborhoods

The registration fee will range from $20 (early bird), $25 (regular) and $30 day-of, and families will also be able to save by registering as family (of up to 3 people) at a reduced cost. Children 8 and under will race for free. Each registration includes a premium of a College Park 5k t-shirt, runner bib, and a premium Bibtag timing system. This fee structure is on the low-end of races that offer similar premiums and we are excited to offer this opportunity to the residents of the city of College Park.

In addition, CPCF will encourage registrants to participate in the popular "Couch to 5k" program and will offer facilitated group runs/walks between mid-March and race day.

Prizes will be awarded to the top 3 finishers in different categories (Male, Female, Overall, Stroller Runners, etc.) Prizes will include pies, as well as donations from local businesses.

Participation & Budget:

The 2014 race had approximately 90 participants, with limited outreach and marketing, which was a significant number of participants, especially considering it was the first year of the event.

Given that this will be the second year of the event, there is an established audience and a robust marketing plan in place, CPCF estimates having 130 participants for 2015.

Below is the proposed budget:

INCOME	
Registration	
Early Bird	$500.00
Regular	$1,625.00
Family	$450.00
Onsite	$450.00
Sponsorships	$1,500.00
	$4,525.00

EXPENSES	
Chip Timing	$900.00
Restrooms	$400.00
T-shirts	$750.00
Food	$250.00
	$2,300.00

Proceeds from this event will benefit the grant-making activities of CPCF. Each year, through a competitive application process, CPCF awards monetary grants to non-profits and service organizations that charitably serve College Park residents in three priority areas: Education, Quality of Life, and Community-Building. In 2014, CPCF granted over $4,000 to six organizations and intends to increase grant awards in 2015.

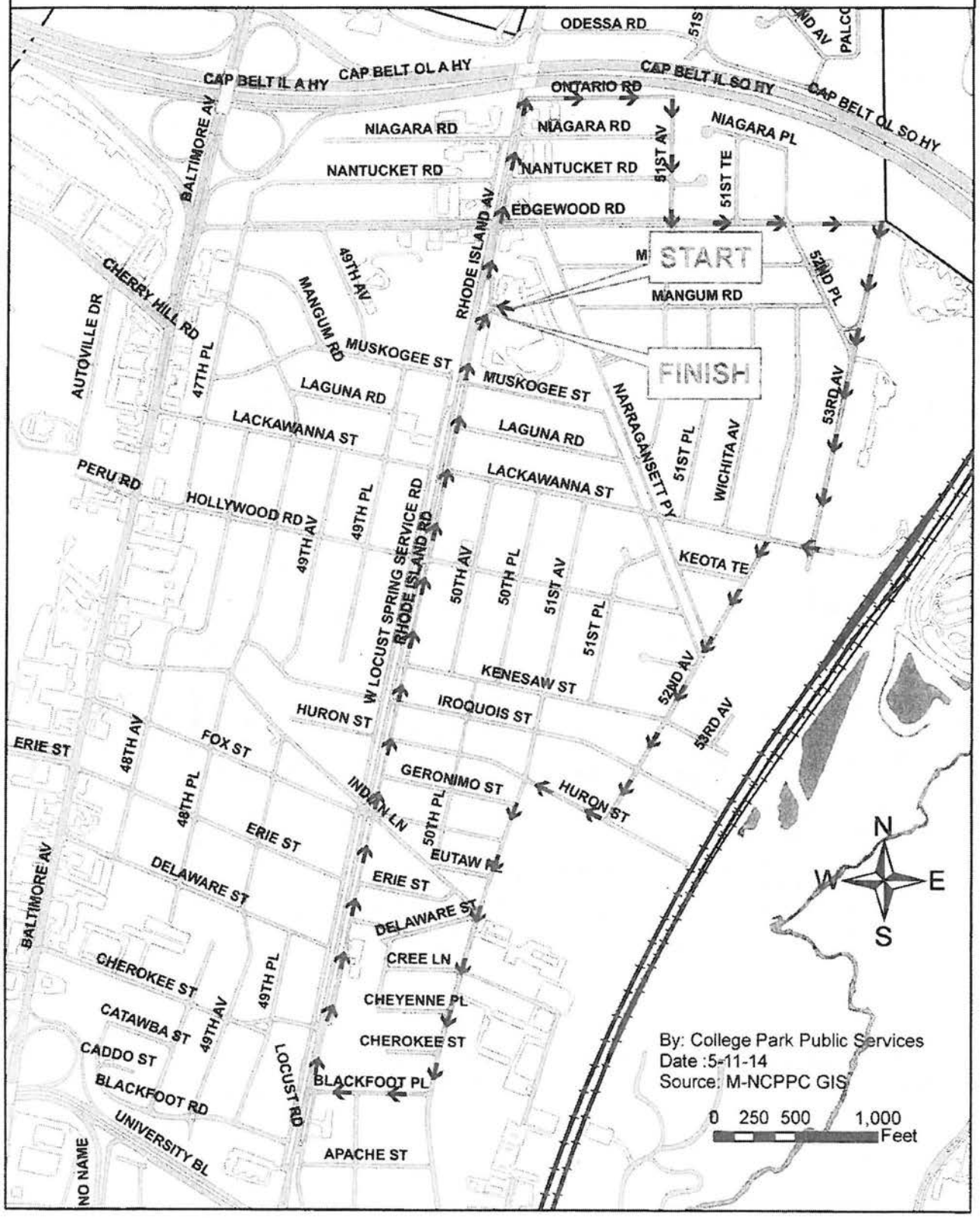
CPCF will also seek sponsorships from local businesses to increase involvement from various community stakeholders. The City of College Park was a critical partner and sponsor of the 2014 race and CPCF is hopeful that the City will partner with CPCF in 2015 as Sponsor. The sponsorship package would entail:

- $500 contribution
- event-day police support
- use of City traffic cones to mark the course
- coverage under the City's insurance policy, indemnifying Carrollton Enterprises, owners of Hollywood Shopping Center, against harm (requirement to hold 5k at Hollywood Shopping Center)

THANK YOU!

The College Park Community Foundation appreciates the opportunity to present this partnership proposal to the City of College Park, as well as for the City's continuing support and guidance.

Mothers Day College Park 5K
May 10, 2015



15-G-09

Motion for Councilmember Dennis **15-G-09**

I move to approve an amendment to Section 10 a. and b. of the Declaration of Covenants and Agreement Regarding Land Use between 7401 Realty LLC and the City of College Park dated August 15, 2014. This amendment will give the owner of 4700 Berwyn House Road the option to pursue National Green Building Standard (NGBS) bronze Level certification using the ENERGY STAR path for energy performance as an alternative to Leadership in Energy and Environmental Design (LEED) certification.

Comments:

- 7400 Berwyn House Road is being sold to Wood Partners who are seeking this change to the agreement. The project to be constructed will have 275 apartment units and approximately 1,000 square feet of retail.

- The NGBS is a green building rating system developed by the National Association of Home Builders in 2012 to specifically address residential buildings. It offers certification levels of bronze, silver, gold and emerald and uses third-party verifiers.

- ENERGY STAR is a joint venture of the U.S. Environmental Protection Agency and the U. S. Department of Energy to promote residential energy efficiency.

- LEED is the United States Green Building Council's green building rating system that offers certification for homes, commercial buildings, new construction and planned communities. Basic certification is offered as well as silver, gold and platinum. Third- party inspections and site testing are required.

- Based on staff research and review of policies in other jurisdictions, it has been determined that the two rating systems have very similar requirements except that NGBS is less stringent in verifying energy performance and relies more heavily on energy modeling than site verification.

- The conclusion is that NGBS bronze-level certification combined with ENERGY STAR certification would be a comparable standard to the basic level of LEED certification.

Amendments requested by Applicant:
2/6/15

10. Owner shall make every effort to achieve a Project that can obtain National Green Building Standard ("NGBS") Bronze Certification or that can be certified by the U.S. Green Building Council (USGBC) under an applicable LEED rating system for multifamily buildings (LEED v4 for BD+C: New Construction and Major Renovation). The determination to pursue either LEED or NGBS certification shall be in the sole discretion of the Owner.

a. Within six (6) months after ~~Prior to the~~ issuance of the first use and occupancy permit, Owner shall provide documentation to the City that the project has been certified LEED by the USGBC or certified NGBS. In the event neither of said certifications has been obtained, Owner shall submit a deposit of $50,000.00 ("Deposit") to the City. If neither USGBC nor NGBS certification has ~~not~~ been obtained, Owner may submit a ~~LEED~~ score card demonstrating that the Project would qualify for either a minimum LEED or NGBS certification.

b. Once the Owner's ~~LEED~~ score card has been submitted, the City may retain a consultant, to be paid for from the Deposit, to evaluate the Owner's ~~LEED~~ score card. If the City's consultant concurs with the Owner that the Project is ~~LEED~~ certifiable, under the method selected by Owner, then the remainder of the Deposit will be returned to the Owner. If the City's consultant does not concur with the Owner that the Project is ~~LEED~~ certifiable, then the City is entitled to retain the remainder of the Deposit.

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Amendments proposed by Staff:
2/6/15

AMENDED **DECLARATION OF COVENANTS AND AGREEMENT REGARDING LAND USE**

THIS AMENDED DECLARATION OF COVENANTS AND AGREEMENT REGARDING LAND USE ("Agreement"), is effective this h day of February, 2015 by and between 7401 REALTY, LLC ("Owner") and the CITY OF COLLEGE PARK, MARYLAND (the "City") a municipal corporation of the State of Maryland.

Deleted: 15th
Deleted: August
Deleted: 4

WHEREAS, 7401 REALTY, LLC is the owner of certain real property consisting of approximately 2.12 acres (hereinafter "the Property") located in Prince George's County, Maryland, to the east of Route 1, Baltimore Avenue at 4700 Berwyn House Road, Tax Map 33, Grid D-1 and D-2, in the 21st District, Tax Account Nos. 212291466, 212291508, 212291409, 212291474, 212291417, 212291482, 212291391, 212291425, 212291433, 212291441, 212291458, 212291490, 212291516, 212291524, and 212291532, recorded among the land records of Prince George's County, Maryland at liber 34925 folio 00511 as shown on the plan attached as Exhibit A; and

WHEREAS, the Owner and Keane Enterprises, Inc., as contract purchaser for the Property, has proposed the construction of a mixed use project including multi-family and retail on the Property ("the Project"); and

WHEREAS, Owner has asked the City to recommend approval of Detailed Site Plan No. DSP 12034-01 ("DSP") for the Project to the Prince George's County Planning Board ("Planning Board") and the District Council for Prince George's County, Maryland. The DSP is a revision to Detailed Site Plan DSP-12034, which originally encompassed only 8315 Baltimore Avenue; and

WHEREAS, in order to construct the Project, a vacation of a portion of Osage Street, an unimproved right of way, is required. A description of the Osage Street right of way is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, as part of the consideration for the City's support of the vacation of the Osage Street right of way, Owner agrees to pursue development of the Project in accordance with Detailed Site Plan DSP-12034-01 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 the Owner.

WHEREAS, the City has agreed to make said recommendations with respect to the DSP and to support the vacation of the said right of way upon certain conditions, which shall be executed by Owner in the form of these covenants running with the land, as set forth below, which covenants may be enforced by the City.

NOW, THEREFORE, in consideration of the aforesaid recommendations by the City, Owner hereby declares and agrees on behalf of itself, its successors and assigns that the Property shall be held, transferred, sold, leased, rented, hypothecated, encumbered, conveyed or otherwise occupied subject to the following covenants, conditions, restrictions, limitations and obligations which shall run with and bind the Property or any part thereof and shall inure to the benefit and be enforceable by the City, its successors and assigns as follows:

1. The recitals set forth above as well as the foregoing "NOW, THEREFORE," are incorporated herein as operative provisions of the Covenants.

2. It is acknowledged that the Property may be initially constructed and operated as a

rental apartment community, and Section 2(c) shall only apply in the event a condominium regime is recorded.

(a) OWNER will not sell any of the multi-family apartment units separately from the remaining multi-family apartment units, except as set out in Section 2(c).

(b) When all or a portion of the Property not part of a condominium regime is operated as a rental facility, in order to insure high quality unitary management, said units shall be managed by OWNER or its affiliates, or in the alternative, by a professional management agent with a strong reputation in property management and the management company or the principal management representative shall have extensive experience managing multifamily rental properties in the D.C. metropolitan area. Any decision to discontinue such required professional property management shall require the prior written consent of the City of College Park

(c) OWNER agrees that no more than one master residential condominium regime may be established on the Property. This Section 2(c) does not apply to commercial or retail condominiums. Any such regime shall be included in and governed by a master condominium document. In the event OWNER determines to establish a condominium regime under which apartments units may be individually sold, OWNER, to the reasonable satisfaction of the City, will include provisions in the applicable condominium documents not subject to amendment except as set out herein, as follows:

i. To insure high quality management of the common areas, require unitary management for each such regime by a professional condominium management agent not owned or operated by any unit owner (except OWNER or its affiliates or

other similarly experienced multifamily owner/operators) that has a strong reputation in the property management industry and that the management company or the principal management representative have extensive experience managing multifamily projects in the Washington, D.C. metropolitan region. Any decision by the Board of Directors of a condominium to discontinue professional property management would require the prior written consent of the City of College Park;

ii. A provision prescribing that the condominium association provide a sample lease to unit owners for units which may be individually leased, which lease shall include a notice to proposed tenants of applicability of City ordinances relating to tenant rights and obligations and requiring unitary high quality maintenance and management with enforcement rights granted to the City and the condominium association to monitor and enforce tenant compliance with lease and other tenant obligations as set out herein and the City noise, nuisance and parking ordinances.

iii. The condominium documents shall provide that, except in cases of actual hardship, no more than twenty-five percent (25%) of the units within the condominium may be leased at any time, unless otherwise approved by the City. Any owner wishing to lease a unit must notify the Board of Directors of its intention to lease. Except in the event of actual hardship, the Board of Directors shall deny the right of a unit owner to lease a unit if such lease would result in more than twenty-five percent (25%) of the units within the Condominium being leased. Hardship is defined as need based on military service, loss of employment, involuntary relocation, death, disability, or other such

circumstances. In the event an exception to the 25% rental limit is granted due to hardship, any lease so granted shall not exceed twelve months in duration unless approved by the City. In no event shall the total rental percentage, including hardship exception rentals, exceed 30% of the units within the Condominium. Any unit owner seeking to lease a unit must comply with all applicable laws, including obtaining any required rental licenses. The Board of Directors, shall require, and each occupant of a unit shall provide, not more than once in any twenty-four (24) month period (or more often if reasonably necessary), an affidavit certifying the status of the unit occupancy (i.e., whether the occupant is a unit owner, member of the unit owner's family, guest or invitee, or a lessee). The affidavit shall be in a form subject to the reasonable approval by the City of College Park (a copy of which is attached hereto) and shall require that each occupant provide reasonable verification of the information contained in the affidavit. The City of College Park shall be entitled to receive a copy of all affidavits filed. In the event individual residents fail to submit the requested affidavit but the Condominium Board of Directors or management company has information concerning the occupancy status of particular units, the verification of occupancy status may be given by the Condominium Board of Directors or the management company. The minimum lease term for all leases within the for-sale condominium shall be twelve (12) months, and any rental of units will be subject to the prior review and approval of the Board of Directors. In this manner, the Board of Directors would be able to monitor the extent of leasing activity. No

changes or modifications to these leasing restrictions will be permitted without the prior written consent of the City of College Park. The City of College Park would also be afforded the right, but not the obligation, to enforce these leasing restrictions against the individual unit owners, and would have the right, but not the obligation, to enforce other material use restrictions and rules against individual unit owners.

iv No transient tenants may be accommodated in any Unit, nor shall any Unit be utilized for short-term hotel purposes. No portion of a Unit (other than the entire Unit) may be rented. All agreements of the lease of a Unit shall provide that the terms of the lease shall be subject in all respects to the provisions of the Maryland Condominium Act, the Condominium Declaration and Bylaws and that any failure of the lessee to comply with the terms of such provisions shall be a default under the lease, which default may be remedied by the Unit Owner in accordance with the lease and by the Condominium Association, in accordance with the Act. All leases must be in writing.

v. No Condominium Unit Owner or occupant shall make or permit to be made any disturbing noise in the Common Elements or in the Units by himself, his family, guests, tenants, employees, servants or invitees, nor permit anything to be done by any such persons as would materially interfere with the rights, comfort or convenience of other Unit Owners or occupants. No Unit Owner or occupant of any Unit shall carry on, or permit to be carried on, any practice in his Unit or on the Property which unreasonably interferes with the quiet enjoyment and proper

use of another Unit or the Common Elements by the Unit Owner or occupant of any other Unit, or which creates or results in a material hazard or nuisance on the Condominium.

vi. Unit Owners and occupants must deposit all rubbish or litter in the designated areas and receptacles provided for such purpose.

vii. Unless specific portions of the General Common Elements are designated by the Board of Directors for such purpose, no portion of the General Common Elements shall be used for the storage or placement of furniture or any other article, including, but not limited to, plants, boxes, shopping carts, bicycles, shoes or other articles of clothing and the like.

viii. The Unit Owners and occupants shall not cause or permit the blowing of any horn from any vehicle in which his guests, family, tenants, invitees or employees shall be occupants, approaching or upon any of the driveways or parking areas serving the Condominium, except as may be necessary for the safe operation thereof.

ix. The owners and occupants of the Units shall in general not act or fail to act in any manner that unreasonably interferes with the rights, comfort and convenience of other Unit Owners and occupants.

x. No Unit Owner or any of his agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

xi. Subject to the provisions in the Condominium Declaration and in the Bylaws, household birds and fish, house dogs or domesticated house cats are allowed, provided that the same shall not disturb or annoy other Unit Owners or occupants. Breeds of dogs that are prone to barking or howling are not allowed. Any inconvenience, damage or unpleasantness caused by such pets shall be the sole responsibility of the respective owners thereof. All such pets shall be kept under the direct control of their owners at all times and shall not be allowed to run free or unleashed or to otherwise interfere with the rights, comfort and convenience of any of the Unit Owners or occupants. All pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law, and must be registered with the condominium managing agent. Pets shall be walked on the condominium property only where indicated and must be cleaned up after.

xii. Units shall be occupied by no more persons than the maximum permitted by law for the Unit.

xiii. No rugs shall be beaten on Common Elements or the patios, decks, balconies or porches of any Unit, nor dust, rubbish or litter swept from the Unit or any other room or the patios, decks, balconies or porches thereof onto any of the Common Elements.

xiv. No immoral, improper, offensive, or unlawful use shall be made of the Condominium or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be

observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to the maintenance and repair of any portion of the Condominium, shall be complied with, by and at the sole expense of the Unit Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Condominium. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.

xv. No one shall interfere in any manner with the lighting in or about the buildings and Common Elements.

xvi. Unit Owners and occupants, their employees, servants, agents, visitors, licensees and their families will obey the parking regulations posted at the parking areas, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the Unit Owners and occupants.

xvii. Except as herein elsewhere provided, no junk vehicle or unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), shall be kept upon any portion of the Condominium or upon the public or private streets adjacent to the Condominium (except for bona fide emergencies), nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

xviii. Streets and other exterior surface parking areas within the Condominium shall be used by Unit Owners, occupants and guests for fully operable, inspected and registered four-wheel passenger vehicles, two wheel motorized bicycles and

standard bicycles only. No recreational vehicles, vans (other than non-commercial passenger vans), mobile homes, trailers, boats, trucks (unless licensed as a passenger vehicle and less than three-quarter ton capacity) or commercial vehicles (whether or not registered as a commercial vehicle with the Maryland Department of Motor Vehicles) shall be permitted to be parked on the Property, except on a day-to-day temporary basis in connection with repairs, maintenance or construction work on the Unit.

xix. Outdoor cooking or barbequing is prohibited on any patios, decks, balconies or porches.

xx. Each Unit Owner shall maintain his Unit in a safe, clean and sanitary manner and condition, in good order and repair and in accordance with all applicable restrictions, conditions, ordinances, codes and any rules or regulations which may be applicable hereunder or under law.

xxi. Portions of a Unit visible from the exterior of the Unit and the Limited Common Elements must be kept in an orderly condition so as not to detract from the neat appearance of the Condominium community. In this regard, no motorcycles or other motorized vehicles may be parked on the patios, decks, balconies or porches. No clotheslines and no outdoor clothes drying or hanging shall be permitted anywhere in the Condominium, nor shall anything be hung, painted or displayed on the outside of the windows (or inside, if visible from the outside) or placed on the outside walls or outside surfaces of doors of any of the Units, and no awnings, canopies or shutters (except for those heretofore or

hereinafter installed by Declarant) shall be affixed or placed upon the exterior of a Units, or any part thereof, nor relocated or extended, without the prior written consent of the Board of Directors. Window air conditioners are prohibited. The Board of Directors, in its sole discretion, may determine whether the portions of a Unit visible from the exterior of the Unit and the Limited Common Elements are orderly. If an Owner shall fail to keep the portions of the Owner's Unit or the Limited Common Elements (if any) appurtenant thereto, that are visible from the exterior of such Unit or Limited Common Elements orderly, the Board of Directors may have any objectionable items removed from the portions of the Unit that are visible from the exterior of the Unit or the Limited Common Elements so as to restore their orderly appearance, without liability therefor, and charge the Unit Owner for any costs incurred in connection with such removal.

xxii. With the exception of lawn care equipment used by the Condominium Association, its employees or contractors, motorized vehicles may only be used or maintained on the roadways within or adjacent to the Condominium and no unlicensed vehicles are allowed within the Condominium. Motorized vehicles including, but not limited to, mini-bikes, snowmobiles and motorcycles, may not be driven on the Common Elements (other than the paved street and parking areas) by any Unit Owner, occupant or guest.

xxiii. Each Unit Owner shall maintain his Unit in a manner satisfactory to the Association and in accordance with the Declaration and rules and regulations of the Association. In the event that a Unit is not so maintained, the Association

shall have the right to enter the Unit to maintain the same, after giving the Unit Owner at least fifteen (15) days written notice to cure any maintenance problems or deficiencies. In the event that the Association exercises its right of entry for maintenance purposes, the Association shall have the right to assess the particular Unit Owner for the cost of such maintenance. The Association, by its Board of Directors, shall have the right to establish Rules governing the maintenance of any Unit.

3. In the event that the Property is developed and subsequently sold to any non-taxable entity, so that the Property is no longer subject to real property taxes, the entity(ies) purchasing the properties and each of them (or any successors or assigns) shall be liable to make an annual payment in perpetuity to the City in an amount equal to the annual City real property taxes on the property and any improvements, based on assessed value, it being the intent of the parties that the City not be deprived of this income regardless of the tax status of any Owner and that this obligation shall run with the land. Anything to the contrary notwithstanding, Owner's obligation set forth in this paragraph shall terminate upon the sale of the Property to an arms- length third party purchaser, provided the Property is still subject to real property taxes immediately following such sale. Further, the requirement set forth herein shall not apply in the event the Property is obtained by any non-taxable entity via the process of right-of-way dedication, eminent domain or condemnation. The Owner shall notify the City in writing upon the closing of any sale to a third party purchaser, or upon receipt of legal process instituting any action of eminent domain or condemnation.

4. Total development within the subject property shall be limited to development which generates no more than 145 AM peak hour trips and 168 PM peak-hour vehicle trips.

These levels are in addition to the approved AM and PM peak hour trip caps for phase one as stated in PGCPB No. 13-36.

5. Prior to signature approval of the DSP, Owner shall revise the landscape plan to:

a. Substitute evergreens for spotted laurel along the northeast landscape buffer (L1.00) to create a mixed-tree landscape that will provide a year-round screen. The following evergreens are recommended by the City horticulturist: American Holly; Arborvitae; Hemlock; Korean Fir; and Eastern Red Cedar.

b. Remove the existing sidewalk along Berwyn House Road and reconstruct with a minimum width of 5 feet behind the existing utility poles. Remove the existing street trees along Berwyn House Road and provide new shade trees spaced 30-40 feet on center between the new sidewalk and curb. Recommended trees include: Trident; Maple; Paperbark Maple; and Hedge Maple.

c. Relocate the pedestrian streetlights from the north side of the sidewalk to the south side of the sidewalk.

6. Prior to signature approval of the DSP, Owner shall revise the site plan to:

a. Provide flat-top (raised) crosswalks across the two driveways on Berwyn House Road.

b. Provide the total required amount of bicycle parking spaces (116 spaces). Relocate any bicycle parking spaces shown in the City right-of-way to another location on the property in front of the building. All u-shaped bicycle parking spaces shall be anchored in concrete.

c. Provide at least 25 spaces in the parking garage for moped/motorcycle/scooter parking.

d. Provide a minimum of 9 spaces in the parking garage for guest/visitor parking.

e. Provide a roof detail to show how any mechanical structures or other appurtenances proposed for the roof will be screened.

7. Prior to signature approval of the DSP, Owner shall revise the architectural drawings for review by the City of College Park and M-NCPPC as follows:

a. The northeast façade (DSP-304) shall be revised so that it is similar in appearance to the southwest façade (DSP-301) in terms of roofline, building materials (brick and cementitious panel) and articulation.
b. The pool courtyard elevations (DSP-306, B1, B2, & B4) and north elevations (DSP 303) shall be revised to provide additional visual interest and detailing. Specifically, the horizontal articulation between the 6th and 7th stories on the south elevation (DSP-301) shall be continued into these elevations and the Juliet balconies shall be dark grey (MT-1) and not beige (MT-2).
c. The façade of the southern courtyard elevation (DSP-301) shall be revised to provide more visual interest such as expressing the 2-story columns without interruption and reducing the scale of the space between the columns with additional articulation.
d. The southern façade (DSP-301) shall be revised to show an alternate decorative grill in front of the parking garage so that the appearance is more residential and less institutional. The window openings above the parking entrance shall be revised to align with the columns and windows above.

8. Prior to signature approval of the DSP, Owner shall revise the sign plan to:

   a. Key sign locations to project sign types shown on the plan.

   b. Specify the maximum sign area per sign type and provide the total number of signs requested.

9. OWNER shall maintain, in a manner reasonably acceptable to the City, all pedestrian light fixtures and all streetscape improvements installed in any right-of-way pursuant to the DSP and/or this Agreement. Maintenance and operation of pedestrian light fixtures shall include but not be limited to electric utility charges, replacement of light bulbs, and repair and replacement of the pedestrian street lights within a reasonable period of time, pursuant to a maintenance schedule established with the City. The City may invoice OWNER on a quarterly basis for electricity costs in the event OWNER is not invoiced the costs of electricity directly by the utility company. Invoices shall be payable to the City within thirty (30) days of receipt. In the event that any such invoice is not timely paid, in addition to any other remedy available at law, any outstanding amount shall be a lien upon the Property to be collected in the same manner as City taxes are collected. OWNER shall indemnify and save harmless the City, its officers, employees

and agents, from all suits, actions and damages or costs of every kind and description, including reasonable attorneys' fees, arising directly or indirectly out of the maintenance of the pedestrian light fixtures, caused by the negligent act or omission, intentional wrongful acts, intentional misconduct or failure to perform with respect obligations under this paragraph on the part of OWNER, its agents, servants, employees and subcontractors.

10. Owner shall make every effort to achieve a Project that can obtain National Green Building Standard ("NGBS") Bronze Certification with ENERGY STAR Path for Energy Performance Certification ("Energy Star") or that can be certified by the U.S. Green Building Council (USGBC) under an applicable LEED rating system for multifamily buildings (LEED v4 for BD+C: New Construction and Major Renovation). The determination to pursue either LEED or NGBS and Energy Star Certification shall be in the sole discretion of the Owner.

a. Prior to the issuance of the first use and occupancy permit, Owner shall submit a deposit of $50,000.00 ("Deposit") to the City. Within six (6) months after issuance of the first use and occupancy permit, Owner shall provide documentation to the City that the project has been certified LEED by the USGBC or certified NGBS and Energy Star. If neither USGBC nor NGBS and Energy Star certification has been obtained, Owner may submit a score card demonstrating that the Project would qualify for either a minimum LEED or NGBS and Energy Star certification.

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b. Once the Owner's score card has been submitted, the City may retain a consultant, to be paid for from the Deposit, to evaluate the Owner's score card. If the City's consultant concurs with the Owner that the Project is certifiable, under the method selected by the Owner, then the remainder of the Deposit will be returned to the Owner. If the City's consultant does not

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concur with the Owner that the Project is certifiable, then the City is entitled to retain the remainder of the Deposit.

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11. Prior to the issuance of a building permit for 4700 Berwyn House Road, Owner shall pay a total of $21,000 to the City for transportation-related improvements such as bus shelter, sharrow pavement markings and signs on Berwyn House Road, Trolley Trail enhancements, bikeshare subsidies and transit promotions.

12. At the conclusion of the second year of occupancy of the 4700 Berwyn House Road project, Owner shall conduct a parking occupancy study for 4700 Berwyn House Road that shows peak daytime and evening utilization and present the results to the City to evaluate parking space utilization and adequacy and possible measures that may be needed for mitigation.

13. Owner shall provide a Smart Trip Card with a prepaid balance of $25.00 to new residents (one per lease) for a period of 4 years or until the Purple Line is operational, whichever is later, not to exceed 6 years.

14. Prior to the issuance of a building permit, Owner shall pay a total of $1,500 to the City to be used to subsidize resident fees associated with a Neighborhood Parking Permit program in the area generally described as residential property lying between Berwyn Road, the Rhode Island Trolley Trail, Berwyn House Road and US Route 1 (approximately 150 houses at $10.00 per house). Residents of 4700 Berwyn House Road shall not be eligible for residential parking permits.

15. Prior to use and occupancy permit, Owner shall provide appropriate facilities for recycling such as separate waste and trash chutes or designated recycling bins per floor and institute appropriate collection methods.

16. When all or a portion of the Property is operated as rental units, in order to ensure high quality unitary management, said units shall be managed by the Owner or its affiliates or successors to the Owner if that successor is experienced in, and will be undertaking, unitary management of all the units located at the Property, or in the alternative, by a professional management agent with a strong reputation in property management. Any decision by Owner, its successors and assigns, to discontinue professional property management would require the prior written consent of the City, which consent shall not be unreasonably withheld. Any residential leases of all or any part of the Property shall be (i) at fair market rental rates, as determined by the Owner or its affiliates, successors and assigns (with such concessions or allowances deemed necessary by the Owner or its affiliates, successors and assigns to compete in the market) and (ii) entered into in the ordinary course of business of owning and operating a high-quality apartment project in a reasonable prudent manner. Further, Owner or its affiliates, successors and assigns, shall use good faith, commercially reasonable efforts to maintain a high-quality residential apartment project by employing a leasing strategy that includes, without limitation: (i) requiring furnished units to be rented by the unit, not by the bed;(ii) enforcing a maximum occupancy level of no more than two adult occupants per bedroom; and (iii) developing leasing standards, which shall include work or income history, salary thresholds, and/or criminal background checks.

17. Each person accepting a deed, lease or other instrument conveying any interest in the Property shall be bound by the terms of this Agreement whether or not the same is incorporated or referred to in such deed, lease or instrument and this Agreement is hereby incorporated by

reference in any deed or other conveyance of all or any portion of each person's interest in any real property subject hereto.

18. These obligations are subject to and contingent upon final approval of the aforesaid DSP (with such approval being beyond appeal).

19. This Agreement shall be effective immediately as to Owner and shall be binding on their heirs, successors and assigns subject to the terms and conditions hereof. In the event that Owner assigns its contract purchase rights prior to taking title to the Property, Owner agrees that the said contract purchase rights shall be assigned subject to the provisions of this Agreement.

20. This Property shall be held, conveyed, encumbered, sold, leased, rented, used, and/or occupied subject to the terms and provisions of this Agreement provided the Property is developed pursuant to the approved mixed use concept set forth in the DSP, which shall run with the land.

21. 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 the Owner pursuant to the provisions of this Agreement. The parties agree that if Owner should breach the terms of this Agreement, the City would not have an adequate remedy at law and would be entitled to bring an action in equity for specific performance of the terms of this Agreement. In the event the City is required to enforce this Agreement and the Owner is determined to have violated any provision of this Declaration, Owner will reimburse the City for all reasonable costs of the proceeding including reasonable attorneys' fees. Should the Owner prevail in any action brought by the City to enforce a provision of this Agreement, the City shall reimburse said party for all reasonable costs of the proceeding including reasonable attorneys' fees.

22. This Agreement may not be amended or modified except in a 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.

23. This Agreement shall be construed in accordance with the laws of the State of Maryland, excepting its conflict of law provisions. The provisions of this Agreement shall be deemed severable, so that if any provision hereof is declared invalid or violative of any federal, state or local law or regulation, all other provisions of this Agreement shall continue in full force and effect.

24. 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.

25. The City shall generally support the approval of the DSP as long as it is found by the City to be in substantial conformance with the development plans for the Property previously shown to and endorsed by the City. The City retains the right throughout the development process to comment on, object to, recommend conditions and/or appeal issues not previously addressed and issues that have not yet arisen due to the current stage of development plans, provided that it will not unreasonably withhold consent and its comments will be consistent with previous agreements. The City further acknowledges that a conformance finding is not to be unreasonably withheld.

IN WITNESS WHEREOF, the parties have caused these presents to be executed and delivered.

WITNESS/ATTEST: 7401 REALTY, LLC

_____ _____

Name:_____
Title:_____

STATE OF MARYLAND)
) ss:
COUNTY)

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, being authorized so to do, executed the foregoing Declaration of Covenants and Agreement Regarding Land Use for the purposes therein contained by signing in my presence.

WITNESS my hand and Notarial Seal.

_____(SEAL)
Notary Public
My Commission Expires:_____

WITNESS/ATTEST: CITY OF COLLEGE PARK

_____ By: _____
Janeen S. Miller, City Clerk 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 Declaration of Covenants 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:_____

THIS IS TO CERTIFY that the within instrument has been prepared under the supervision of the undersigned Maryland attorney-at-law duly admitted to practice before the Court of Appeals.

_____
Suellen M. Ferguson

This document shall be recorded in the Land Records of Prince George's County. After recording, please return to:

Suellen M. Ferguson, Esq.
Council, Baradel, Kosmerl & Nolan, P.A.
P.O. Box 2289
Annapolis, MD 21404-2289

15-G-10

MOTION BY COUNCILMEMBER WOJAHN 15-G-10

MOTION:

I move that the Mayor and Council authorize the attached letter be sent to the Prince George's County Delegation Bi-County Committee to express the Council's support for MC/PG 106-15 Washington Suburban Sanitary Commission – Independent Review Board – Refunds.

DISCUSSION:

This bill establishes an Independent Review Board to investigate and arbitrate billing disputes between the Washington Suburban Sanitary Commission and its customers. The Board would have jurisdiction in cases where a person is contending that a fee or charge imposed by the WSSC is at least 25% higher than an average bill and the person has filed a written claim with the Board for a refund. If a claim is filed, the Board is required to investigate the merits of the claim and arbitrate the claim between the WSSC and the claimant. The Board has the authority to order the WSSC to pay a refund.

Currently, the only review that WSSC provides for high water bills is their own Commission comprised of WSSC employees. This bill would provide for an independent review commission with one WSSC representative, one representative from the Office of People's Counsel, and three members of the public.

The timing is appropriate because the College Park Woods Swim Club recently received a $5,000 water bill for what WSSC claims was a leaky water faucet. Other residents may have faced (or will face) similar issues with WSSC bills, and an independent review board will help ensure a fair process and review.

February 10, 2015

Delegate Michael L. Vaughn, Chair
Prince George's County Bi-County Committee
House Office Building, Room 423
6 Bladen Street
Annapolis, MD 21401

Re: College Park Support for MC/PG 106-15

Dear Chair Vaughn:

The City of College Park Council discussed MC/PG 106-15 during our February 10, 2015 Council Meeting. I am writing to convey the Council's unanimous support for this legislation.

MC/PG 106-15, Washington Suburban Sanitary Commission – Independent Review Board – Refunds, would establish an Independent Review Board to investigate and arbitrate billing disputes between the WSSC and its customers. The Board would have jurisdiction in cases where a person is contending that a fee or charge imposed by the WSSC is at least 25% higher than an average bill and the person has filed a written claim with the Board for a refund.

This independent review commission would create a fair process for residents and businesses to contest possibly high water bills in certain circumstances. The College Park Woods Swim Club recently faced such a situation. Creating an independent review process ultimately will benefit the Commission and the consumer.

Thank you for considering the City's position on this legislation.

Sincerely,

Andrew M. Fellows
Mayor

Cc: 21st District Delegation
Prince George's Council Member Dannielle M. Glaros, District 3
Prince George's Council Member Mary A. Lehman, District 1

15-G-11

MOTION BY COUNCILMEMBER DENNIS **15-G-11**

I hereby move to authorize the Mayor to send letters of appreciation to the University of Maryland and the Maryland-National Capital Park and Planning Commission for their continued support of the annual Martin Luther King, Jr. Tribute program co-sponsored by the City, University, Park and Planning and the Lakeland Civic Association.

DISCUSSION

The City's annual tribute to Dr. Martin Luther King, Jr has benefited from the long-standing support provided by the University of Maryland and Maryland-National Capital Park and Planning Commission for planning and logistics.

The University has often been a source of prominent Keynote speakers, and the Office of Community Engagement participates in planning the program and printing the program brochure.

Our Martin Luther King Jr. tribute program will celebrate its 25th anniversary in 2016. Beginning as a grass roots program in our Lakeland community, the program has grown in participation and attendance, and the venue has changed to accommodate growth of this program. This tribute has been presented at The Kay Theatre of The Clarice for over 10 years. Staff there provide exceptional stage management and technical support every year. Our use of the Kay Theatre is supported financially by M-NCPPC.

The success of our annual tribute to Dr. King is possible with the help of our partners, and the attached letters express our appreciation for this support.

February 11, 2015

Dr. Wallace D. Loh, President
University of Maryland
1101 Main Administration Building
College Park, MD 20742

Dear President Loh,

I am writing to thank you for the University of Maryland's continued support of the annual Martin Luther King Jr. tribute program cosponsored by the City of College Park, UMD, MNCPPC, and the Lakeland Civic Association.

The University has often been a source of prominent keynote speakers, such as this year's keynote, Dr. Bonnie Thornton Dill of the College of Arts and Humanities, and Dr. Stephen Thomas of the School of Public Health in 2014. This program also benefits from UMD's long standing support for planning and logistics, now provided through the Office of Community Engagement. Ms. Emily Paige Adams has served on the program planning committee for several years, supported by Director Ms. Gloria Aparicio Blackwell, who has also arranged for UMD printing of the program brochure distributed at the tribute. UMD sponsorship of printing costs began over 10 years ago when Dr. Rob Waters served on the planning committee and arranged for program printing through UMD services.

We would be remiss if we did not compliment the professional staff of the Clarice Smith Performing Arts Center. This program has been presented at the Kay Theatre for over 10 years. Staff of The Clarice have provided exceptional stage management and technical support every year. I am providing a copy of this year's video so that you may see for yourself the fantastic job they have done.

Our Martin Luther King Jr. tribute program will celebrate its 25th anniversary in 2016. Beginning as a grass roots program in our Lakeland community, the program has grown in participation and attendance. Lakeland is one of the oldest historically African-American communities in the state. Founders of this annual tribute included several Lakeland community members who were active participants in the civil rights movement of the 1960s. Former Mayor Dervey Lomax and his wife Ms. Thelma Lomax are among these founders. In addition, a diverse group of local faith communities have participated in this program through the years, presenting spoken and sung messages of peace.

The venue has changed to accommodate growth of this program. We have moved from local churches, to City Hall, to the National Archives II auditorium, and now to The Clarice. However, the program's continuing goals remain constant and are shared by the City and University, to sustain Dr. King's vision of brotherhood, diversity, and peaceful economic and social change. And, to communicate this vision to later generations.

Thank you very much for the University's support and participation in this very special program.

Sincerely,

Andrew M. Fellows
Mayor

February 11, 2015

Ms. Elizabeth M. Hewlett, Chair
Maryland-National Capital Park and Planning Commission
Prince George's County
14741 Governor Oden Bowie Drive
Upper Marlboro, MD 20772

Dear Chairman Hewlett,

I am writing to thank you for Maryland-National Capital Park and Planning Commission's continued support of the annual Martin Luther King Jr. tribute program co-sponsored by the City of College Park, UMD, M-NCPPC, and the Lakeland Civic Association. This program has benefited from Park and Planning's long standing support for planning and logistics, through sponsorship of the use of the Kay Theatre at the Clarice Smith Performing Arts Center. This program has been presented at the Kay Theatre for over 10 years, courtesy of the M-NCPPC rental credit with The Clarice. Please extend our thanks to Ms. Kirsten Hein for her assistance in planning this event.

Our Martin Luther King Jr. tribute program will celebrate its 25th anniversary in 2016. Beginning as a grass roots program in our Lakeland community, the program has grown in participation and attendance. Lakeland is one of the oldest historically African-American communities in the state. Founders of this annual tribute included several Lakeland community members who were active participants in the civil rights movement of the 1960s. Former Mayor Dervey Lomax and his wife Ms. Thelma Lomax are among these founders. In addition, a diverse group of local faith communities have participated in this program through the years, presenting spoken and sung messages of peace.

The venue has changed to accommodate growth of this program. We have moved from local churches, to City Hall, to the National Archives II auditorium, and now to The Clarice. However, the program's continuing goals remain constant to sustain Dr. King's vision of brotherhood, diversity, and peaceful economic and social change. And, to communicate this vision to later generations.

Thank you very much for M-NCPPC's support of this very special program.

Sincerely,

Andrew M. Fellows
Mayor

15-G-12

MOTION BY COUNCILMEMBER STULLICH **15-G-12**

I move that the City Council authorize up to $8,000 in additional funds from the FY '15 budget for Mayor and Council Travel and Training.

DISCUSSION

When the City Council prepared their FY '15 Travel and Training budget last spring, we made our best effort to anticipate the conferences that we would want to attend in the coming fiscal year. In recent weeks, however, additional conferences have come to light. One is the US Conference of Mayors annual convention which will be held in San Francisco in June. In addition, two of our Councilmembers are on the NLC Policy Committee which meets in Salt Lake City in June. The total estimated cost is $7,250.

Funds to cover this additional travel will be transferred into the account 1010.12-11 (Mayor and Council Travel and Training) from FY '15 surplus funds at the end of the fiscal year.

15-G-13

Appointments to Boards and Committees **15-G-13**

Councilmember Dennis:

- Reappoint Charlene Mahoney to the Education Advisory Committee

Councilmember Stullich:

- Forward a letter to the Prince George's County Historic Preservation Commission recommending the appointment of Bob Schnabel to the Old Town Local Advisory Committee

Information Report: 1. Legislative Report

O'MALLEY, MILES, NYLEN & GILMORE, P.A.

Attorneys & Counselors at Law

11785 Beltsville Drive, 10th Floor
Calverton, MD 20705
www.omng.com
(301) 572-7900 • (301) 572-6655 (f)

Matthew D. Osnos
Lawrence N. Taub
Lynn Loughlin Skerpon
Nathaniel A. Forman

Mark G. Levin
William M. Shipp
Kate Pomper Pruitt
Eddie L. Pounds

Nancy L. Slepicka
Leonard L. Lucchi
Stephanie P. Anderson

Peter F. O'Malley
(1939-2011)

Edward W. Nylen
(1922-2010)

John D. Gilmore, Jr.
(1921-1999)

February 6, 2015

MEMORANDUM

TO: Bill Gardiner
Assistant City Manager
FROM: Len Lucchi
City Lobbyist
RE: Weekly Report #3

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1. **Governor's Supplemental Budget** – This past week, the Governor submitted Supplemental Budget #1 to the General Assembly, containing $25 million in additional funding to counties and cities in Highway User Revenues. For College Park, this means an additional $305,232.

2. **Legislation Authorizing a Wine Bar in College Park** – Senator Rosapepe has introduced Senate Bill 369, authorizing the transfer of a liquor license from Plato's to a new wine bar to be located at the corner of Route 1 and Guilford. Delegate Barnes is expected to cross-file this legislation.

3. **Other New Bills** – With the Senate bill introduction deadline today and the House deadline next Friday, new bills potentially affecting College Park are being filed, including:
   a. **SB 197** – This bill allows a municipality to establish a vacant or blighted building registry.
   b. **SB 285** – This bill makes certain portions of a municipal elected official's financial disclosure form confidential.
   c. **HB 271** – This bill requires localities to conduct quarterly audits of speed monitoring systems.
   d. **HB 376** – This bill repeals the prohibition against a county or municipal corporation taking actions that interfere with, or materially increase costs of the work of an electric company toward compliance with vegetation management standards.
4. **Municipal Land Use** – This past week, the Bi-County Committee of the Prince George's House Delegation held a work session on MC/PG 111-15 to consider the bill and the amendments of Delegate Valentino-Smith. Supportive letters were submitted from Bowie, College Park, and Greenbelt and compelling testimony was presented by Brian Berman of Berman Enterprises speaking in favor of the bill. A vote will be held on Thursday, February 12.

2. 2014 Resident Satisfaction Survey: Summary of Results

MEMORANDUM

TO:	Mayor and City Council
FROM:	Bill Gardiner, Assistant City Manager BG
THROUGH:	Joe Nagro, City Manager
DATE:	February 6, 2015
SUBJECT:	2014 Resident Satisfaction Survey

ISSUE:
The City of College Park conducts a Resident Satisfaction Survey every two years to assess resident satisfaction with city services; to receive suggestions for improvements or new services; and to better understand how residents perceive their neighborhoods and the City. The 2014 Resident Satisfaction Survey was available online in English and Spanish from November 1, 2014 to December 19, 2014. Paper copies of the survey (in both languages) were available at City facilities, Attick Towers, and Spellman House.

SUMMARY:
The 2014 survey contained 43 questions and 10 opportunities for the respondent to write in responses. Most of the questions were the same or similar to questions asked in the 2012 survey. In 2014 a total of 772 residents completed the survey (five in Spanish), compared to 324 responses in 2012. This was the highest number of responses of any year with the exception of 2002 (944 responses).

RECOMMENDATION:
Council is requested to read the attached survey summary. For each question, it provides a chart with the responses (usually a weighted average 1 through 5, or the actual number of responses for that item) and a table with the actual number of responses for each category (excellent, good, neutral, fair, poor, and don't know), the percentage, and the weighted average.

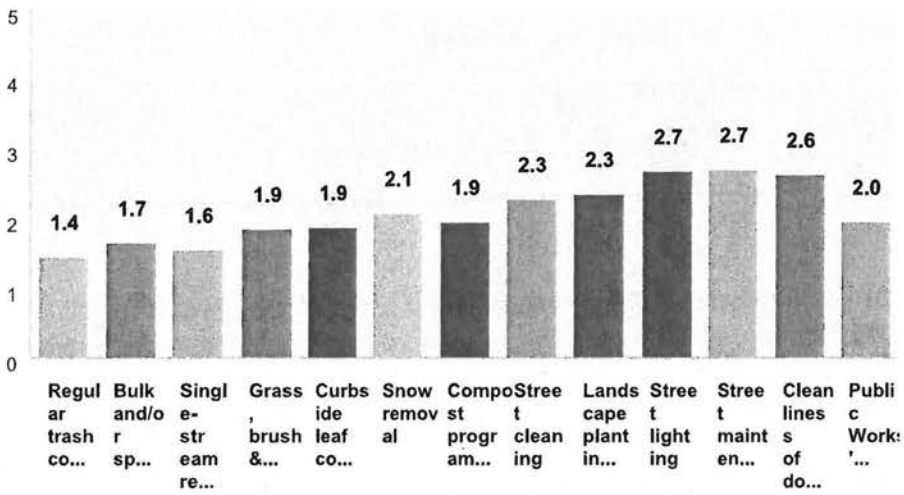
All responses are weighted to give an average number between 1 (excellent) and 5 (poor). Ideally, the responses would be between 1 and 2 (excellent and good). This can be slightly confusing because higher numbers (i.e., 3 and 4) indicate lower levels of satisfaction. The "don't know" responses are not included in the weighted averages.

Please let me know if you have questions or suggestions for follow-up actions and analysis. Your questions and suggestions will help me develop the presentation / discussion during the February 17, 2015 worksession. You will receive summaries of the open-response questions, as well as some break-down of responses by age and neighborhood. The survey data will be provided on the City's website.

Attachment: 2014 Resident Satisfaction Survey Summary with Charts

Q1 Please rate the following Public Works Services.

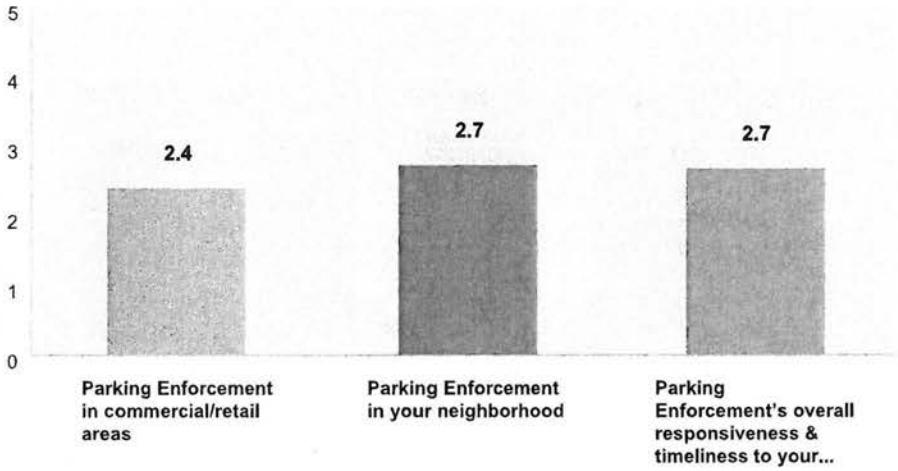
Answered: 768 Skipped: 4



	Excellent	Good	Neutral	Fair	Poor	Don't Know	Total	Weighted Average
Regular trash collection	**59.87%** 458.0	**28.24%** 216.0	**3.01%** 23.0	**1.83%** 14.0	**0.39%** 3.0	**6.67%** 51.0	765	1.44
Bulk and/or special trash collection	**47.25%** 361.0	**25.79%** 197.0	**6.54%** 50.0	**2.09%** 16.0	**2.49%** 19.0	**15.84%** 121.0	764	1.65
Single-stream recycling collection	**55.15%** 418.0	**25.99%** 197.0	**4.49%** 34.0	**1.85%** 14.0	**2.24%** 17.0	**10.29%** 78.0	758	1.55
Grass, brush & tree limb collection	**35.74%** 272.0	**32.98%** 251.0	**7.49%** 57.0	**5.39%** 41.0	**1.84%** 14.0	**16.56%** 126.0	761	1.86
Curbside leaf collection (Nov-Dec)	**34.34%** 262.0	**34.99%** 267.0	**7.99%** 61.0	**4.98%** 38.0	**1.97%** 15.0	**15.73%** 120.0	763	1.88
Snow removal	**31.85%** 243.0	**34.73%** 265.0	**10.22%** 78.0	**7.34%** 56.0	**4.33%** 33.0	**11.53%** 88.0	763	2.07
Compost program/SMARTLEAF®	**21.30%** 160.0	**17.84%** 134.0	**8.39%** 63.0	**1.86%** 14.0	**2.00%** 15.0	**48.60%** 365.0	751	1.94
Street cleaning	**22.81%** 172.0	**38.06%** 287.0	**16.84%** 127.0	**9.15%** 69.0	**4.38%** 33.0	**8.75%** 66.0	754	2.28
Landscape plantings and roadside tree maintenance	**20.74%** 157.0	**39.89%** 302.0	**17.44%** 132.0	**9.91%** 75.0	**5.15%** 39.0	**6.87%** 52.0	757	2.34
Street lighting	**14.55%** 111.0	**40.24%** 307.0	**17.43%** 133.0	**15.73%** 120.0	**10.62%** 81.0	**1.44%** 11.0	763	2.67
Street maintenance	**12.48%** 94.0	**40.24%** 303.0	**18.33%** 138.0	**17.13%** 129.0	**9.96%** 75.0	**1.86%** 14.0	753	2.71
Cleanliness of downtown area	**11.17%** 84.0	**39.36%** 296.0	**19.68%** 148.0	**14.49%** 109.0	**6.25%** 47.0	**9.04%** 68.0	752	2.62
Public Works' overall responsiveness & timeliness to your inquiries and complaints	**29.21%** 222.0	**28.95%** 220.0	**8.03%** 61.0	**3.68%** 28.0	**3.29%** 25.0	**26.84%** 204.0	760	1.95

Q2 Please rate the following Parking Enforcement services.

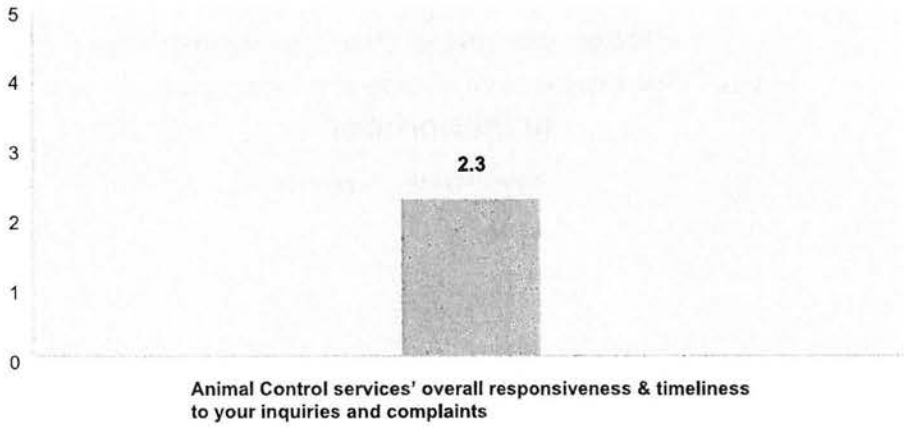
Answered: 759 Skipped: 13



	Excellent	Good	Neutral	Fair	Poor	Don't Know	Total	Weighted Average
Parking Enforcement in commercial/retail areas	**15.10%** 114.0	**28.48%** 215.0	**19.87%** 150.0	**4.64%** 35.0	**5.17%** 39.0	**26.75%** 202.0	755	2.40
Parking Enforcement in your neighborhood	**13.61%** 103.0	**27.48%** 208.0	**21.14%** 160.0	**9.91%** 75.0	**11.10%** 84.0	**16.78%** 127.0	757	2.73
Parking Enforcement's overall responsiveness & timeliness to your inquiries and complaints	**10.65%** 80.0	**19.57%** 147.0	**15.85%** 119.0	**6.13%** 46.0	**7.46%** 56.0	**40.35%** 303.0	751	2.67

Q3 Please rate the following City service.

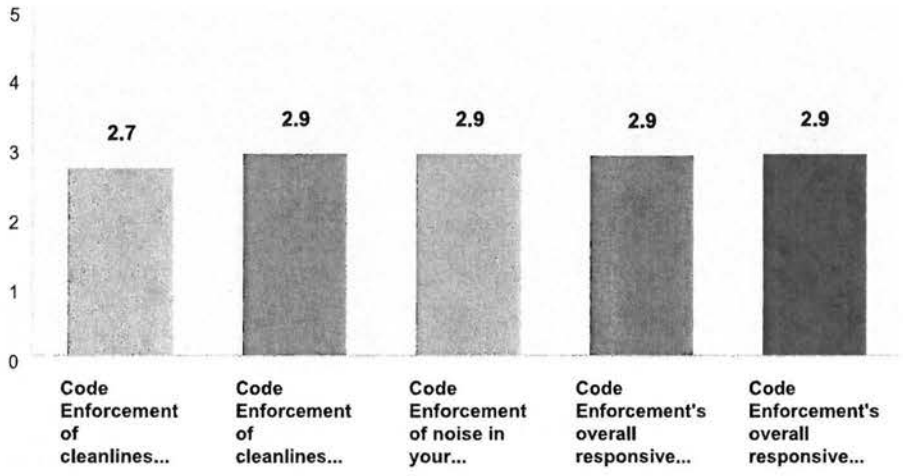
Answered: 755 Skipped: 17



	Excellent	Good	Neutral	Fair	Poor	Don't Know	Total	Weighted Average
Animal Control services' overall responsiveness & timeliness to your inquiries and complaints	**14.17%** 107.0	**15.63%** 118.0	**10.07%** 76.0	**3.44%** 26.0	**3.05%** 23.0	**53.64%** 405.0	755	2.26

Q4 Please rate the following Code Enforcement services.

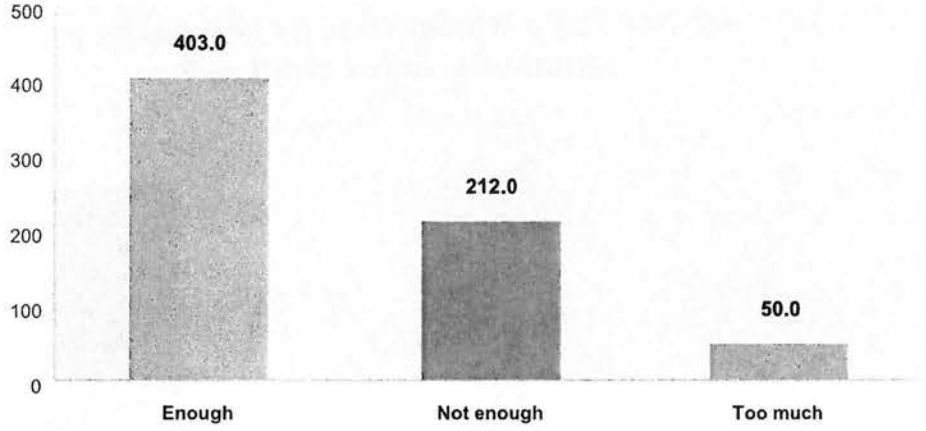
Answered: 759 Skipped: 13



	Excellent	Good	Neutral	Fair	Poor	Don't Know	Total	Weighted Average
Code Enforcement of cleanliness and property maintenance in commercial / retail areas	**7.31%** 55.0	**27.39%** 206.0	**16.09%** 121.0	**10.51%** 79.0	**5.85%** 44.0	**32.85%** 247.0	752	2.70
Code Enforcement of cleanliness and property maintenance in your neighborhood	**8.48%** 64.0	**29.27%** 221.0	**13.77%** 104.0	**14.57%** 110.0	**12.45%** 94.0	**21.46%** 162.0	755	2.91
Code Enforcement of noise in your neighborhood	**9.60%** 72.0	**27.20%** 204.0	**13.33%** 100.0	**12.53%** 94.0	**13.20%** 99.0	**24.13%** 181.0	750	2.90
Code Enforcement's overall responsiveness to your concerns about the rental property in which you live	**4.66%** 34.0	**12.62%** 92.0	**12.07%** 88.0	**4.12%** 30.0	**6.45%** 47.0	**60.08%** 438.0	729	2.88
Code Enforcement's overall responsiveness and timeliness to your inquiries and complaints	**6.03%** 45.0	**20.91%** 156.0	**13.14%** 98.0	**8.71%** 65.0	**9.12%** 68.0	**42.09%** 314.0	746	2.90

Q5 Please complete the statement: I feel that the amount of Code Enforcement in my neighborhood is...

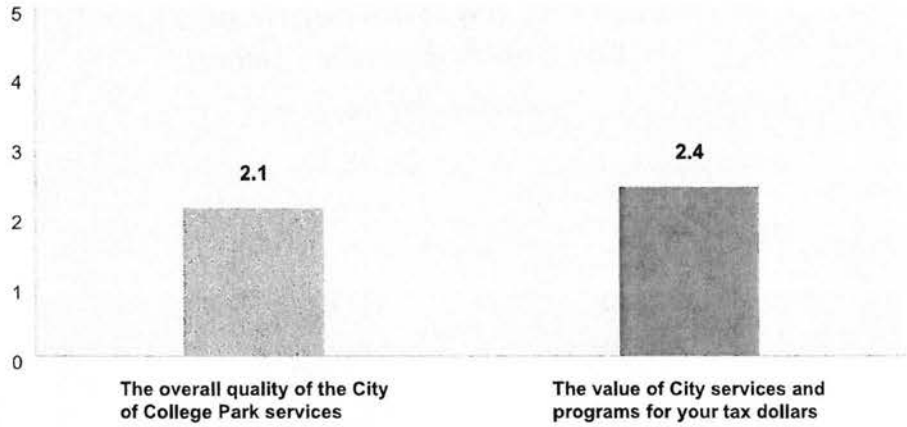
Answered: 665 Skipped: 107



Answer Choices	Responses	
Enough	60.60%	403.0
Not enough	31.88%	212.0
Too much	7.52%	50.0
Total		**665**

Q6 Please rate the following City service.

Answered: 754 Skipped: 18



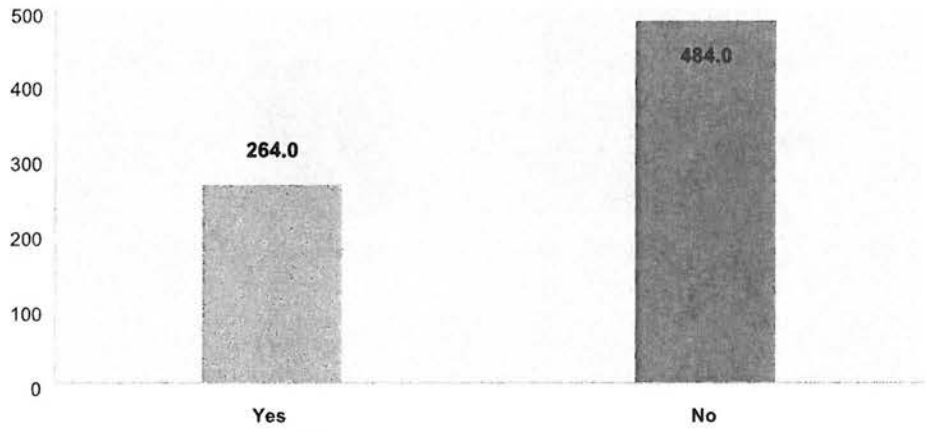
	Excellent	Good	Neutral	Fair	Poor	Don't Know	Total	Weighted Average
The overall quality of the City of College Park services	24.09% 179.0	50.74% 377.0	10.23% 76.0	7.67% 57.0	3.50% 26.0	3.77% 28.0	743	2.12
The value of City services and programs for your tax dollars	19.16% 142.0	41.16% 305.0	16.46% 122.0	9.45% 70.0	7.83% 58.0	5.94% 44.0	741	2.42

Q7 How would you improve our City services?

Answered: 341 Skipped: 431

Q8 Are you a Senior (age 62 and up) or a parent with small children?

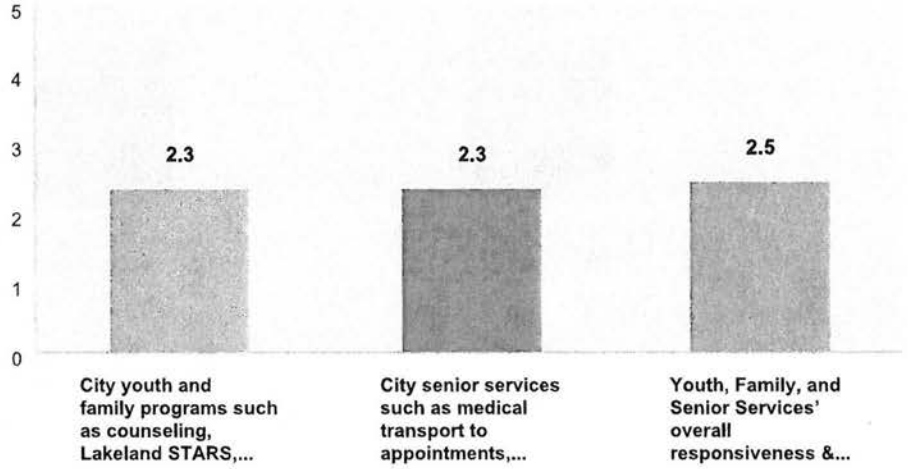
Answered: 748 Skipped: 24



Answer Choices	Responses	
Yes	35.29%	264.0
No	64.71%	484.0
Total		**748**

Q9 Please rate the following Youth, Family, and Senior Services below.

Answered: 269 Skipped: 503

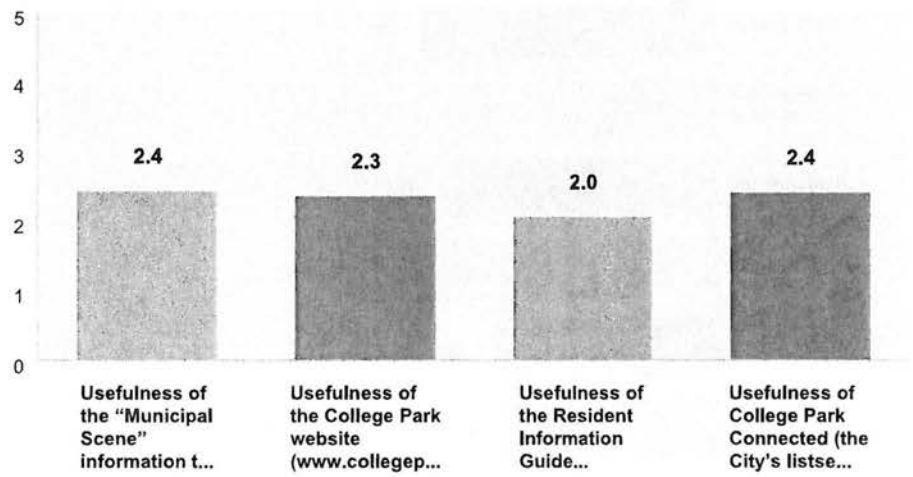


	Excellent	Good	Neutral	Fair	Poor	Don't Know	Total	Weighted Average
City youth and family programs such as counseling, Lakeland STARS, Halloween Thing, If I Were the Mayor, Egg Hunt, and community outreach	**8.18%** 22.0	**13.75%** 37.0	**8.92%** 24.0	**2.97%** 8.0	**1.86%** 5.0	**64.31%** 173.0	269	2.34

City senior services such as medical transport to appointments, shopping, advocacy, recreation, day trips, and information services	**7.12%** 19.0	**7.12%** 19.0	**6.37%** 17.0	**2.25%** 6.0	**1.50%** 4.0	**75.66%** 202.0	267	2.34
Youth, Family, and Senior Services' overall responsiveness & timeliness to your inquiries and complaints	**7.55%** 20.0	**6.79%** 18.0	**8.30%** 22.0	**3.77%** 10.0	**1.51%** 4.0	**72.08%** 191.0	265	2.46

Q10 Please rate the following.

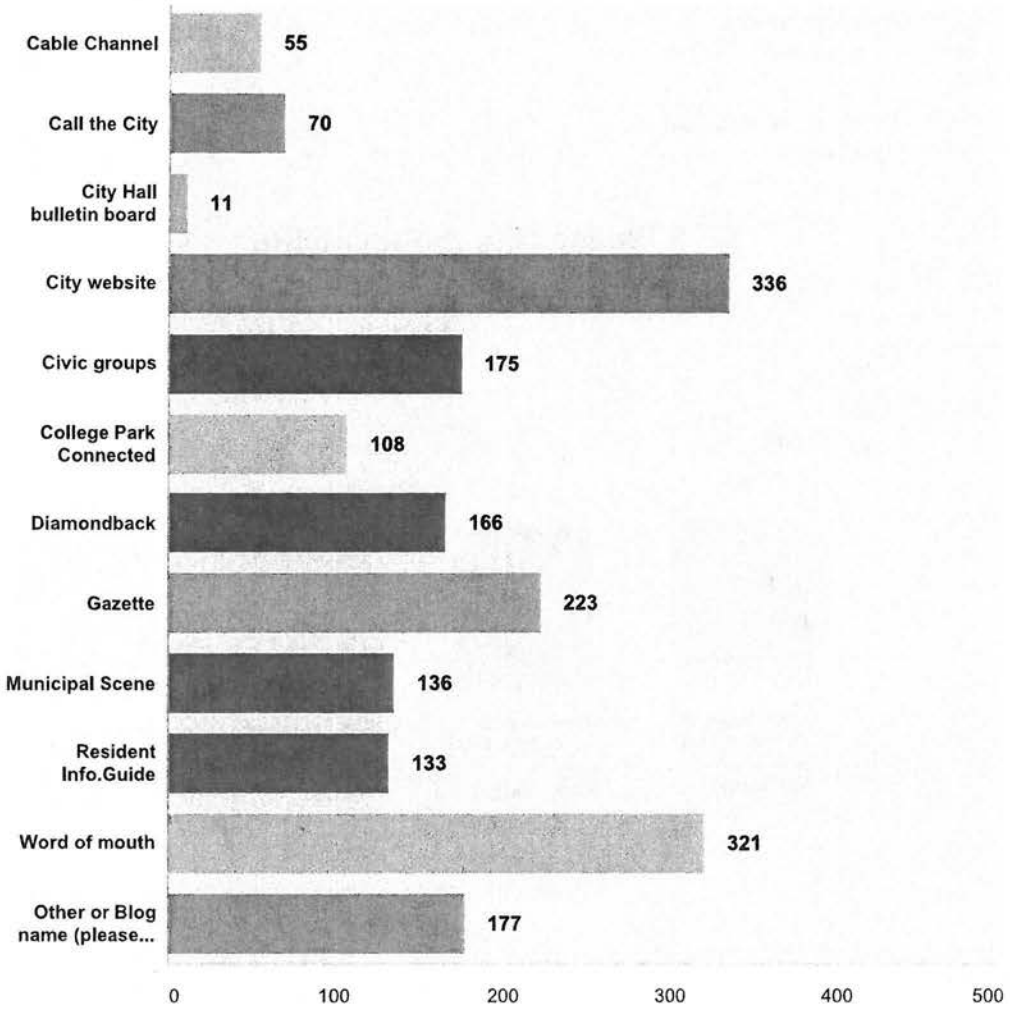
Answered: 712 Skipped: 60



	Excellent	Good	Neutral	Fair	Poor	Don't know	Total	Weighted Average
Usefulness of the "Municipal Scene" information that appears twice a month in the Gazette	**13.12%** 93.0	**25.95%** 184.0	**12.27%** 87.0	**5.50%** 39.0	**5.50%** 39.0	**37.66%** 267.0	709	2.43
Usefulness of the College Park website (www.collegeparkmd.gov)	**12.96%** 92.0	**42.11%** 299.0	**13.66%** 97.0	**8.31%** 59.0	**3.24%** 23.0	**19.72%** 140.0	710	2.34
Usefulness of the Resident Information Guide distributed in the Fall	**25.32%** 179.0	**35.93%** 254.0	**10.47%** 74.0	**4.95%** 35.0	**2.69%** 19.0	**20.65%** 146.0	707	2.04
Usefulness of College Park Connected (the City's listserv information system)	**9.56%** 67.0	**17.69%** 124.0	**10.84%** 76.0	**2.57%** 18.0	**3.71%** 26.0	**55.63%** 390.0	701	2.40

Q11 Where do you usually get City information? (Check no more than five)

Answered: 700 Skipped: 72

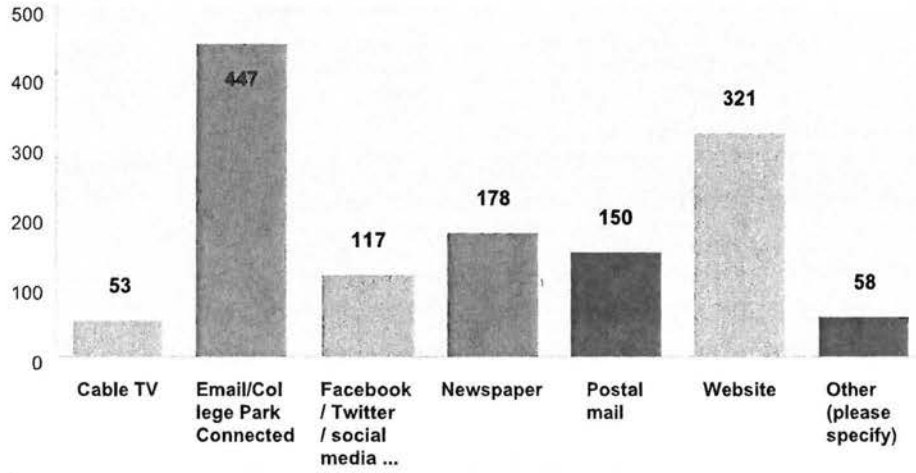


Answer Choices	Responses	
Cable Channel	7.86%	55
Call the City	10.00%	70
City Hall bulletin board	1.57%	11
City website	48.00%	336
Civic groups	25.00%	175
College Park Connected	15.43%	108
Diamondback	23.71%	166
Gazette	31.86%	223
Municipal Scene	19.43%	136
Resident Info.Guide	19.00%	133
Word of mouth	45.86%	321

Other or Blog name (please specify)	25.29%	177
Total Respondents: 700		

Q12 What is your preferred method of receiving information about the City? (Check no more than three)

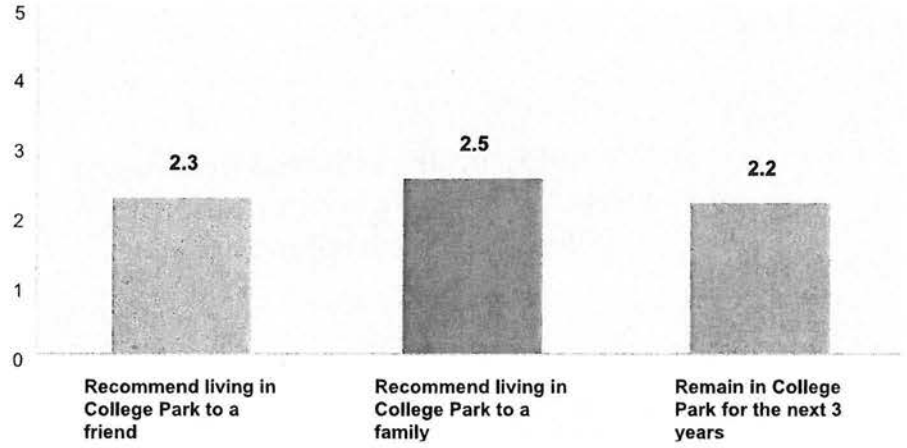
Answered: 701 Skipped: 71



Answer Choices	Responses	
Cable TV	7.56%	53
Email/College Park Connected	63.77%	447
Facebook / Twitter / social media if provided	16.69%	117
Newspaper	25.39%	178
Postal mail	21.40%	150
Website	45.79%	321
Other (please specify)	8.27%	58
Total Respondents: 701		

Q13 On a scale of 1 to 5, with 5 being very likely, how likely are you to:

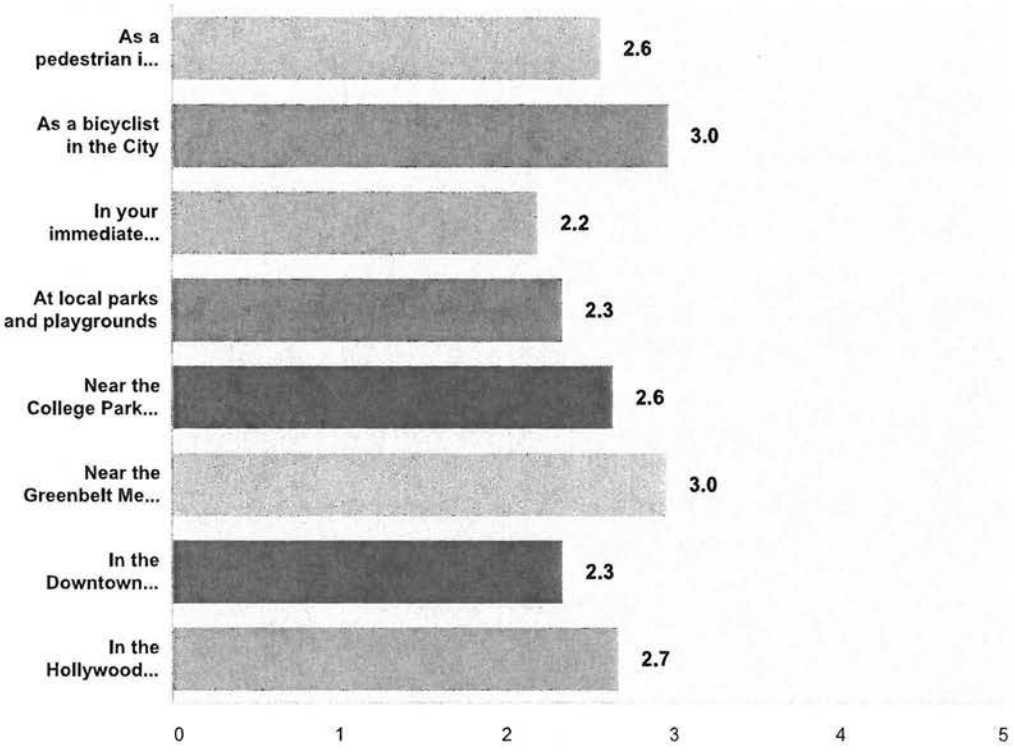
Answered: 703 Skipped: 69



	Very likely - 5	4	3	2	Very unlikely - 1	Total	Weighted Average
Recommend living in College Park to a friend	**37.32%** 262.0	**25.78%** 181.0	**19.94%** 140.0	**8.97%** 63.0	**7.98%** 56.0	702	2.25
Recommend living in College Park to a family	**30.52%** 213.0	**23.78%** 166.0	**21.06%** 147.0	**11.32%** 79.0	**13.32%** 93.0	698	2.53
Remain in College Park for the next 3 years	**47.27%** 329.0	**18.10%** 126.0	**15.09%** 105.0	**8.62%** 60.0	**10.92%** 76.0	696	2.18

Q14 How safe do you feel... ?

Answered: 703 Skipped: 69

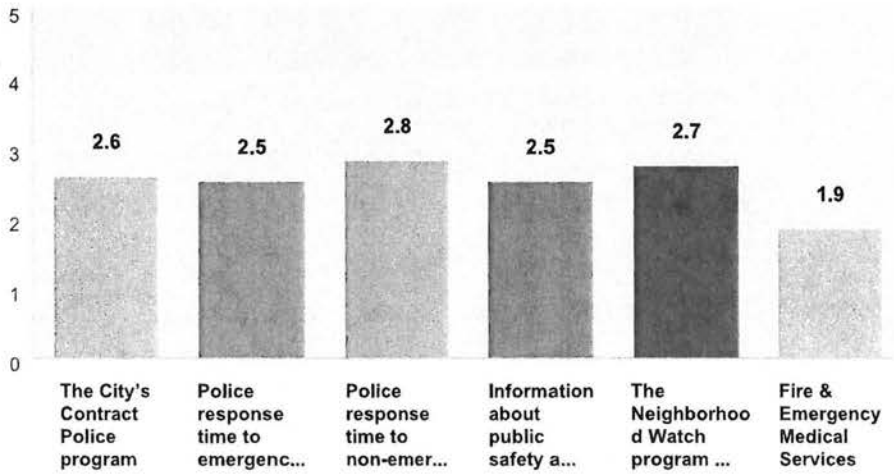


	Very safe	Safe	Neutral	Unsafe	Very Unsafe	Total	Weighted Average

As a pedestrian in the City	**12.05%** 84.0	**45.34%** 316.0	**20.23%** 141.0	**17.93%** 125.0	**4.45%** 31.0	697	2.57
As a bicyclist in the City	**6.88%** 46.0	**25.86%** 173.0	**39.91%** 267.0	**18.54%** 124.0	**8.82%** 59.0	669	2.97
In your immediate neighborhood	**22.92%** 160.0	**48.85%** 341.0	**16.91%** 118.0	**8.74%** 61.0	**2.58%** 18.0	698	2.19
At local parks and playgrounds	**17.95%** 124.0	**44.57%** 308.0	**26.48%** 183.0	**7.53%** 52.0	**3.47%** 24.0	691	2.34
Near the College Park / UMD Metro Station	**9.96%** 69.0	**38.82%** 269.0	**32.76%** 227.0	**14.00%** 97.0	**4.47%** 31.0	693	2.64
Near the Greenbelt Metro Station	**6.85%** 46.0	**28.27%** 190.0	**37.95%** 255.0	**15.48%** 104.0	**11.46%** 77.0	672	2.96
In the Downtown commercial area	**15.44%** 107.0	**50.07%** 347.0	**23.09%** 160.0	**7.94%** 55.0	**3.46%** 24.0	693	2.34
In the Hollywood commercial area	**10.07%** 68.0	**39.11%** 264.0	**33.33%** 225.0	**8.59%** 58.0	**8.89%** 60.0	675	2.67

Q15 Please rate the following public safety services.

Answered: 697 Skipped: 75



	Excellent	Good	Neutral	Fair	Poor	Don't Know	Total	Weighted Average
The City's Contract Police program	**10.29%** 71.0	**26.52%** 183.0	**14.78%** 102.0	**6.81%** 47.0	**6.96%** 48.0	**34.64%** 239.0	690	2.60
Police response time to emergency calls	**12.17%** 84.0	**21.88%** 151.0	**8.41%** 58.0	**7.10%** 49.0	**6.09%** 42.0	**44.35%** 306.0	690	2.52
Police response time to non-emergency calls	**8.16%** 56.0	**20.85%** 143.0	**12.39%** 85.0	**8.89%** 61.0	**9.18%** 63.0	**40.52%** 278.0	686	2.83
Information about public safety and crime	**16.55%** 114.0	**35.41%** 244.0	**16.26%** 112.0	**9.29%** 64.0	**8.85%** 61.0	**13.64%** 94.0	689	2.52
The Neighborhood Watch program in your neighborhood	**10.67%** 73.0	**18.86%** 129.0	**13.89%** 95.0	**5.26%** 36.0	**9.94%** 68.0	**41.37%** 283.0	684	2.74

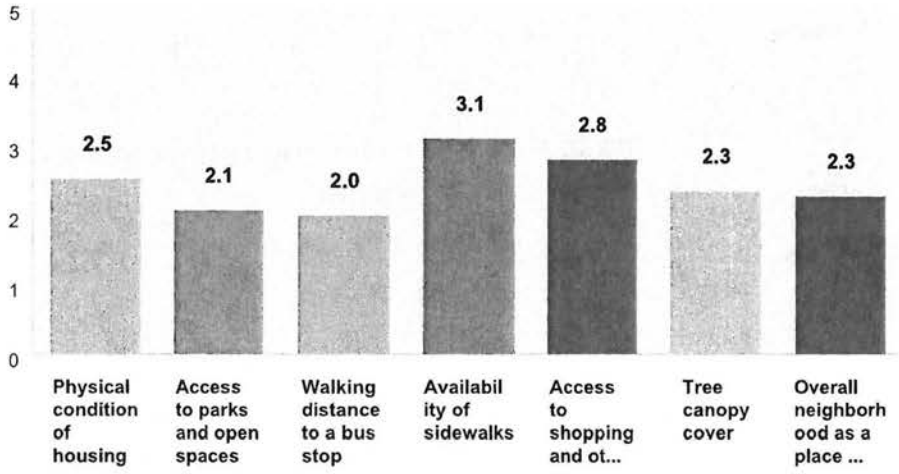
Fire & Emergency Medical Services	**24.78%** 171.0	**28.55%** 197.0	**6.52%** 45.0	**2.61%** 18.0	**1.45%** 10.0	**36.09%** 249.0	690	1.86

Q16 Specific comments on Police, Fire, and Emergency Medical Services or how you would improve public safety

Answered: 200 Skipped: 572

Q17 Please rate the following for your neighborhood.

Answered: 699 Skipped: 73



	Excellent	Good	Neutral	Fair	Poor	Don't Know	Total	Weighted Average
Physical condition of housing	**11.35%** 79.0	**50.72%** 353.0	**15.09%** 105.0	**16.38%** 114.0	**5.03%** 35.0	**1.44%** 10.0	696	2.52
Access to parks and open spaces	**29.39%** 204.0	**47.41%** 329.0	**9.08%** 63.0	**9.08%** 63.0	**3.46%** 24.0	**1.59%** 11.0	694	2.08
Walking distance to a bus stop	**33.38%** 229.0	**41.40%** 284.0	**9.04%** 62.0	**8.02%** 55.0	**3.06%** 21.0	**5.10%** 35.0	686	2.01
Availability of sidewalks	**13.93%** 96.0	**29.32%** 202.0	**14.37%** 99.0	**15.38%** 106.0	**25.69%** 177.0	**1.31%** 9.0	689	3.10
Access to shopping and other services	**13.89%** 96.0	**38.06%** 263.0	**14.47%** 100.0	**18.23%** 126.0	**14.33%** 99.0	**1.01%** 7.0	691	2.81
Tree canopy cover	**18.42%** 126.0	**44.01%** 301.0	**14.18%** 97.0	**11.11%** 76.0	**4.53%** 31.0	**7.75%** 53.0	684	2.34
Overall neighborhood as a place to live	**22.11%** 153.0	**48.99%** 339.0	**11.99%** 83.0	**11.71%** 81.0	**4.62%** 32.0	**0.58%** 4.0	692	2.27

Q18 What do you like BEST about your neighborhood?

Answered: 443 Skipped: 329

Q19 What do you like LEAST about your neighborhood?

Answered: 453 Skipped: 319

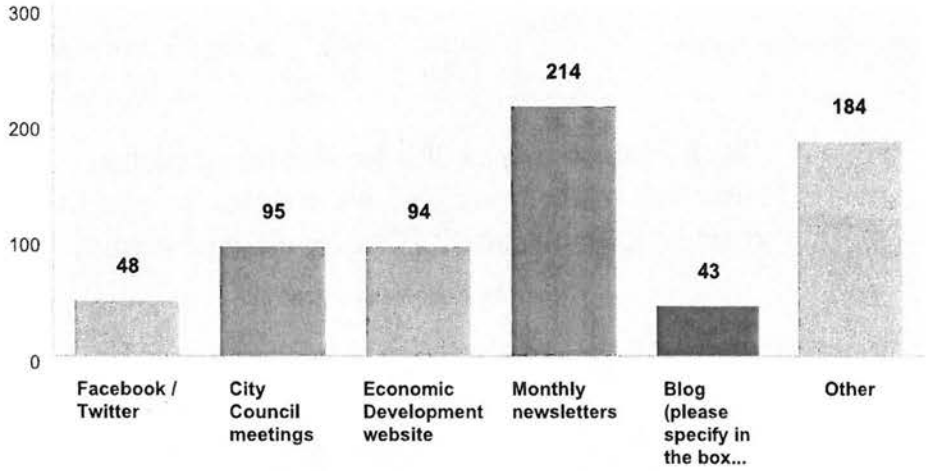
Q20 What types of businesses do you most frequently leave College Park to patronize?

Answered: 572 Skipped: 200

Answer Choices	Responses	
1	100.00%	572.0
2	86.01%	492.0
3	63.81%	365.0
4	36.54%	209.0
5	18.53%	106.0

Q21 How do you learn about College Park economic development news and issues? (Check all that apply).

Answered: 494 Skipped: 278

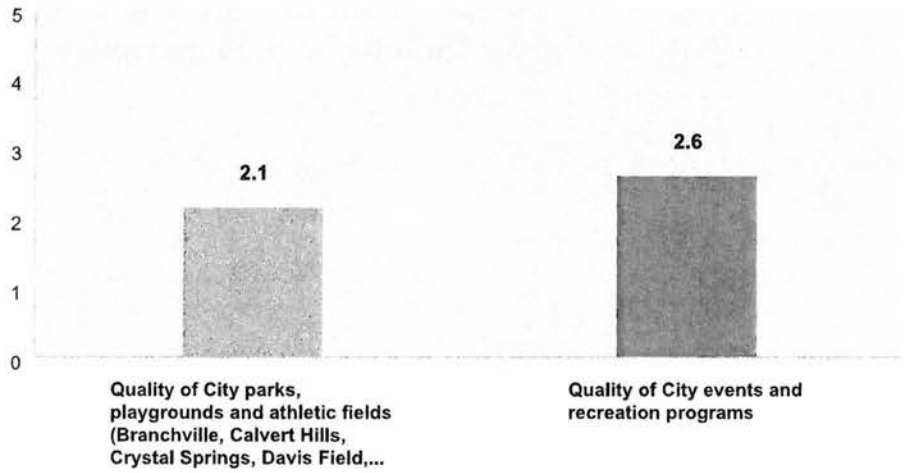


Answer Choices	Responses	
Facebook / Twitter	9.72%	48
City Council meetings	19.23%	95
Economic Development website	19.03%	94
Monthly newsletters	43.32%	214
Blog (please specify in the box below)	8.70%	43

Other	37.25%	184
Total Respondents: 494		

Q22 Please rate the following service.

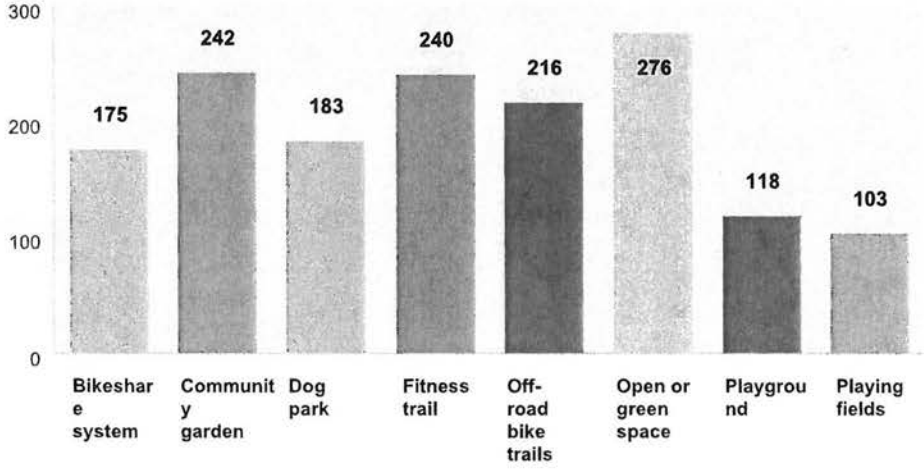
Answered: 658 Skipped: 114



	Excellent	Good	Neutral	Fair	Poor	Don't Know	Total	Weighted Average
Quality of City parks, playgrounds and athletic fields (Branchville, Calvert Hills, Crystal Springs, Davis Field, Duvall Field, Hollywood, James Adams, Muskogee, Old Town, and The Mews)	**21.88%** 91.0	**43.03%** 179.0	**11.78%** 49.0	**7.69%** 32.0	**2.40%** 10.0	**13.22%** 55.0	416	2.14
Quality of City events and recreation programs	**7.25%** 43.0	**27.66%** 164.0	**20.74%** 123.0	**6.75%** 40.0	**4.38%** 26.0	**33.22%** 197.0	593	2.60

Q23 Please check the box for any of the following resources you would like to see in your neighborhood? (Check all that apply)

Answered: 545 Skipped: 227



Answer Choices	Responses	
Bikeshare system	32.11%	175
Community garden	44.40%	242
Dog park	33.58%	183
Fitness trail	44.04%	240
Off-road bike trails	39.63%	216
Open or green space	50.64%	276
Playground	21.65%	118
Playing fields	18.90%	103
Total Respondents: 545		

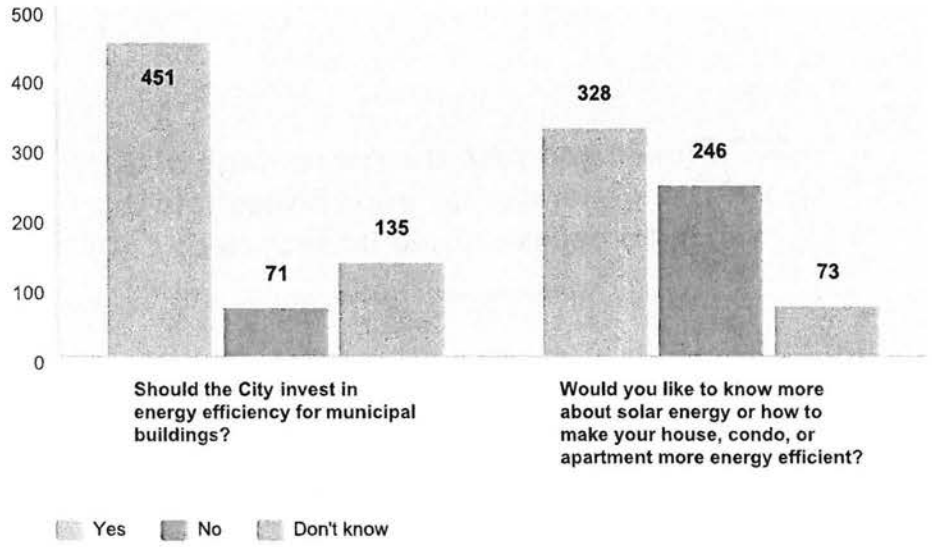
Q24 Please list recreational activities and events you would like to see in the City.

Answered: 233 Skipped: 539

Answer Choices	Responses	
A	100.00%	233.0
B	55.79%	130.0
C	30.90%	72.0
D	16.74%	39.0
E	7.73%	18.0

Q25 Please answer the following.

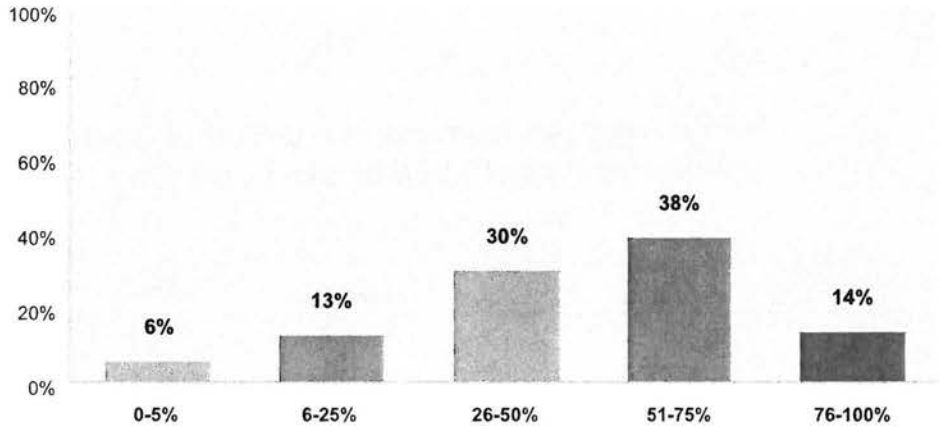
Answered: 659 Skipped: 113



	Yes	No	Don't know	Total	Weighted Average
Should the City invest in energy efficiency for municipal buildings?	**68.65%** 451	**10.81%** 71	**20.55%** 135	657	1.14
Would you like to know more about solar energy or how to make your house, condo, or apartment more energy efficient?	**50.70%** 328	**38.02%** 246	**11.28%** 73	647	1.43

Q26 Please estimate the percentage of trash volume generated by your household that currently is recycled:

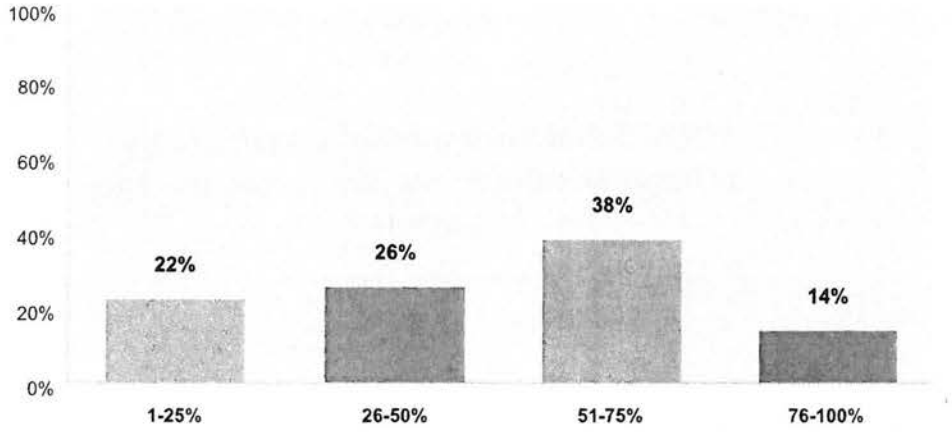
Answered: 659 Skipped: 113



Answer Choices	Responses	
0-5%	**6%**	38
6-25%	**13%**	84
26-50%	**30%**	195
51-75%	**38%**	253
76-100%	**14%**	89
Total		**659**

Q27 Please estimate the percentage of trash volume generated by your household that you believe could be recycled:

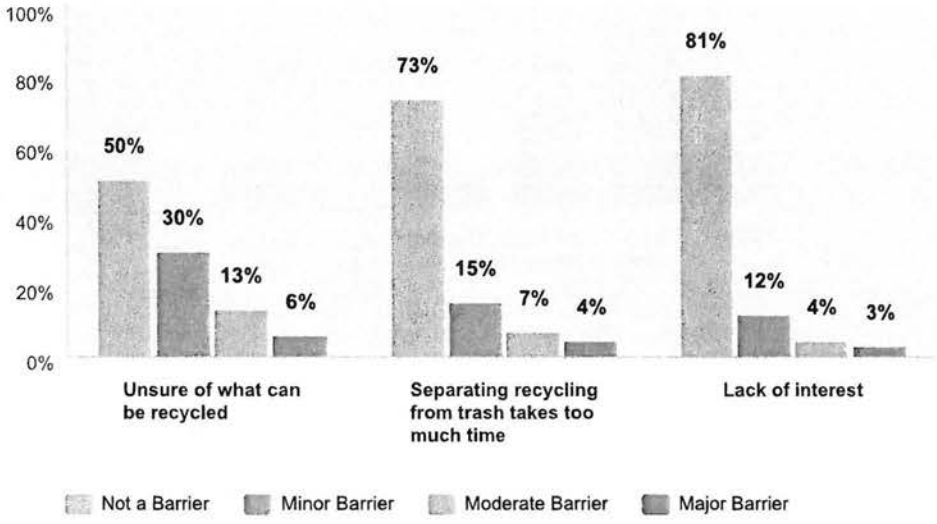
Answered: 642 Skipped: 130



Answer Choices	Responses	
1-25%	22%	143.0
26-50%	26%	164.0
51-75%	38%	246.0
76-100%	14%	89.0
Total		**642**

Q28 To what extent does each of the following potential barriers affect recycling by your household?

Answered: 660 Skipped: 112



	Not a Barrier	Minor Barrier	Moderate Barrier	Major Barrier	Total
Unsure of what can be recycled	50% 332.0	30% 199.0	13% 88.0	6% 40.0	659
Separating recycling from trash takes too much time	73% 478.0	15% 100.0	7% 45.0	4% 28.0	651

Lack of interest	81% 517.0	12% 76.0	4% 28.0	3% 20.0	641

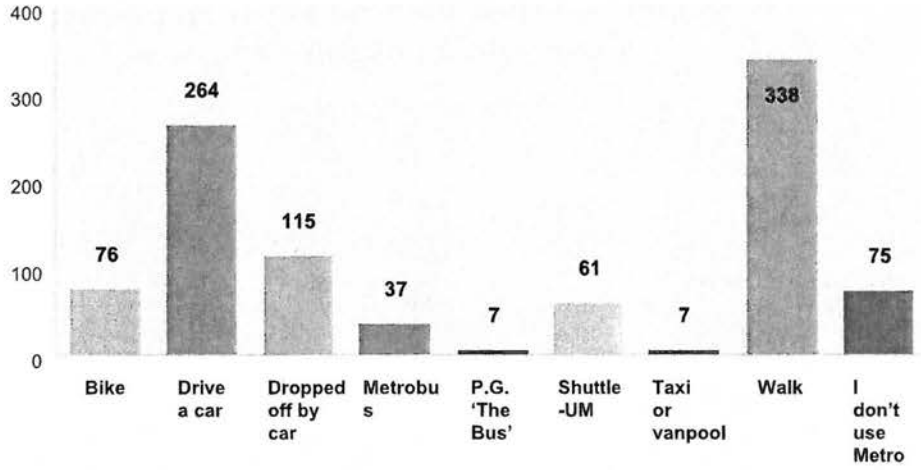
Q29 What community sustainability programs would you like to see the City pursue?

Answered: 235 Skipped: 537

Answer Choices	Responses	
A	100.00%	235.0
B	58.72%	138.0
C	32.77%	77.0
D	16.17%	38.0
E	6.81%	16.0

Q30 How do you usually get to the Metrorail station? (Check the box for the two most typical)

Answered: 664 Skipped: 108

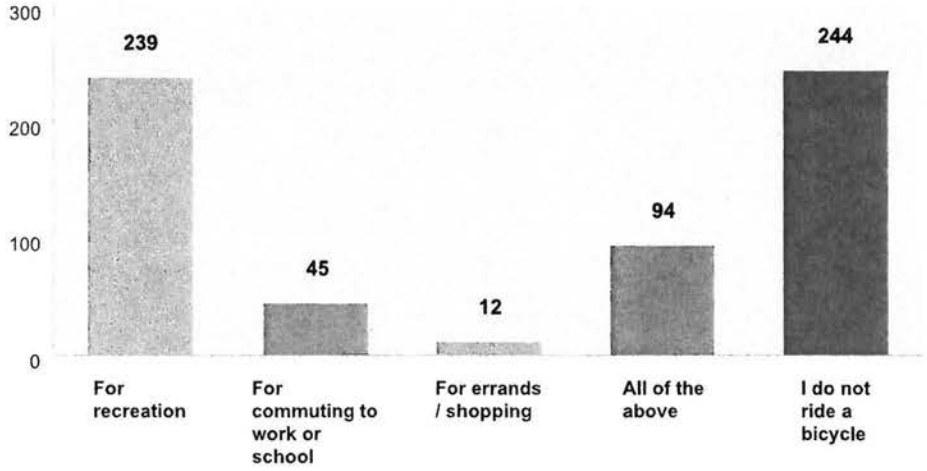


Answer Choices	Responses	
Bike	11.45%	76
Drive a car	39.76%	264
Dropped off by car	17.32%	115
Metrobus	5.57%	37
P.G. 'The Bus'	1.05%	7
Shuttle-UM	9.19%	61

Taxi or vanpool	1.05%	7
Walk	50.90%	338
I don't use Metro	11.30%	75
Total Respondents: 664		

Q31 Complete the phrase by choosing the appropriate answer for you. I ride a bicycle...

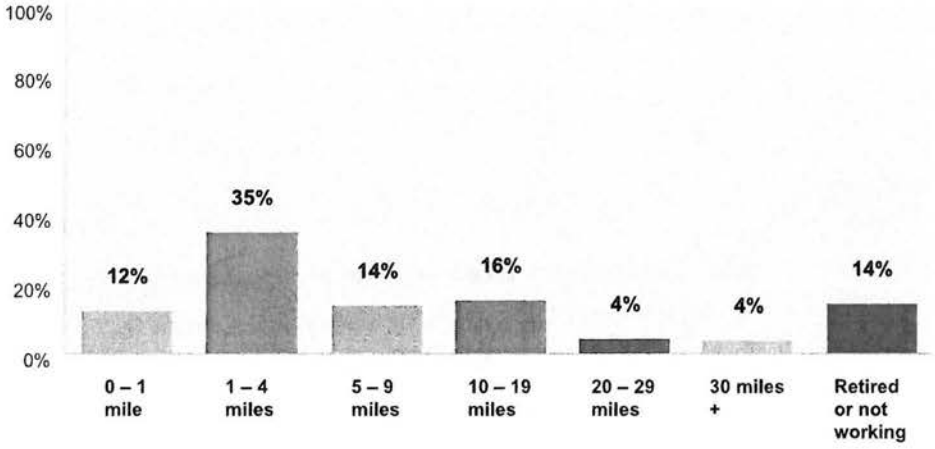
Answered: 634 Skipped: 138



Answer Choices	Responses	
For recreation	37.70%	239
For commuting to work or school	7.10%	45
For errands / shopping	1.89%	12
All of the above	14.83%	94
I do not ride a bicycle	38.49%	244
Total		**634**

Q32 How many miles do you commute each way to work?

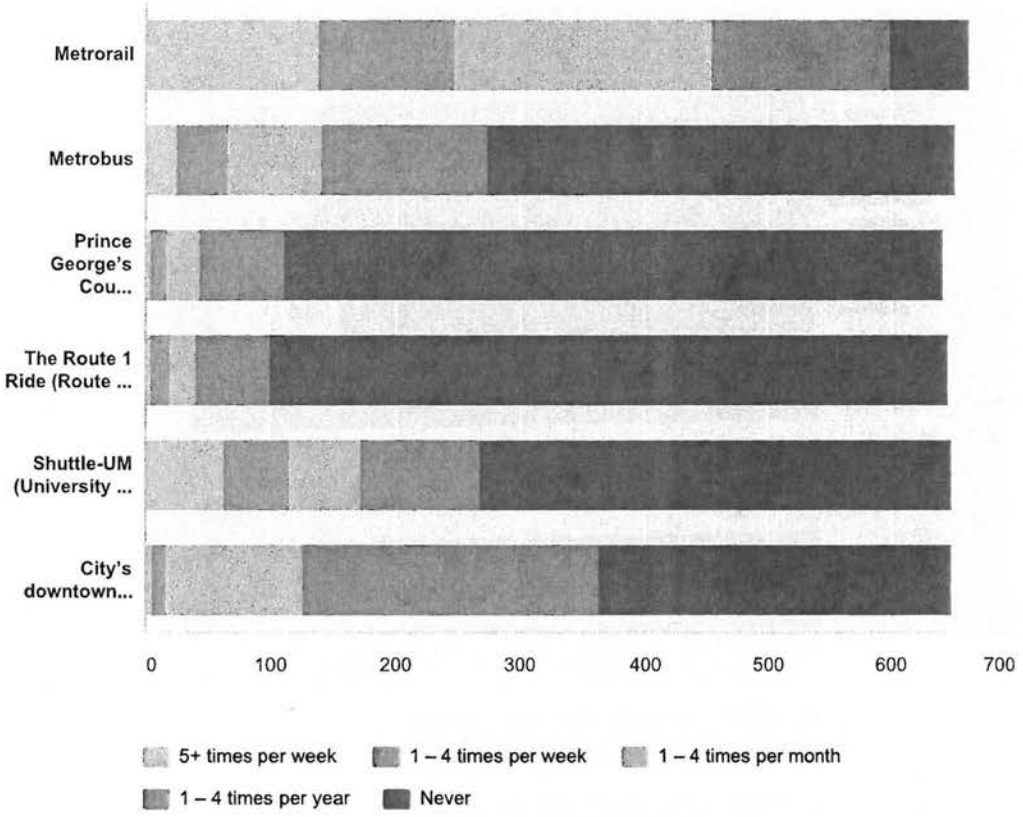
Answered: 635 Skipped: 137



Answer Choices	Responses	
0 – 1 mile	12%	79.0
1 – 4 miles	35%	222.0
5 – 9 miles	14%	89.0
10 – 19 miles	16%	100.0
20 – 29 miles	4%	28.0
30 miles +	4%	26.0
Retired or not working	14%	91.0
Total		**635**

Q33 Over the past 12 months, how often has someone in your household used the following?

Answered: 666 Skipped: 106

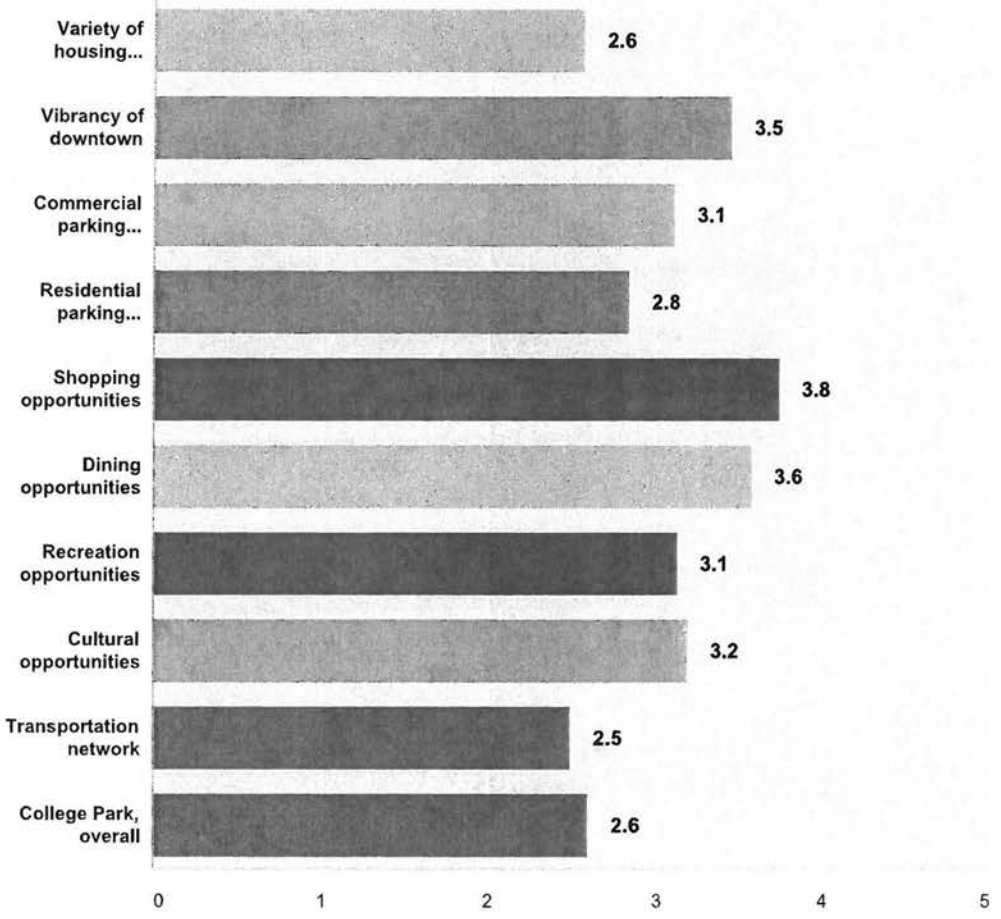


	5+ times per week	1 – 4 times per week	1 – 4 times per month	1 – 4 times per year	Never	Total
Metrorail	**20.66%** 137	**16.59%** 110	**31.22%** 207	**21.87%** 145	**9.65%** 64	663
Metrobus	**3.83%** 25	**6.29%** 41	**11.35%** 74	**20.40%** 133	**58.13%** 379	652
Prince George's County THE BUS	**0.62%** 4	**2.02%** 13	**4.20%** 27	**10.42%** 67	**82.74%** 532	643
The Route 1 Ride (Route 17 Bus)	**0.62%** 4	**2.32%** 15	**3.41%** 22	**9.13%** 59	**84.52%** 546	646
Shuttle-UM (University of Maryland bus service)	**9.71%** 63	**8.01%** 52	**8.94%** 58	**14.64%** 95	**58.71%** 381	649
City's downtown parking garage	**0.77%** 5	**1.85%** 12	**16.77%** 109	**36.46%** 237	**44.15%** 287	650

Q34 Please rate the following about the City of College Park.

Answered: 661 Skipped: 111

2014 City of College Park Resident Satisfaction Survey in English



	Excellent	Good	Neutral	Fair	Poor	Don't Know	Total	Weighted Average
Variety of housing available	**9.85%** 64.0	**45.08%** 293.0	**18.77%** 122.0	**11.08%** 72.0	**7.08%** 46.0	**8.15%** 53.0	650	2.57
Vibrancy of downtown	**2.61%** 17.0	**21.32%** 139.0	**24.08%** 157.0	**23.16%** 151.0	**23.16%** 151.0	**5.67%** 37.0	652	3.46
Commercial parking availability	**6.09%** 40.0	**30.44%** 200.0	**17.35%** 114.0	**20.09%** 132.0	**16.29%** 107.0	**9.74%** 64.0	657	3.11
Residential parking availability	**9.45%** 62.0	**40.70%** 267.0	**14.33%** 94.0	**15.70%** 103.0	**14.48%** 95.0	**5.34%** 35.0	656	2.84
Shopping opportunities	**2.92%** 19.0	**14.75%** 96.0	**19.35%** 126.0	**28.42%** 185.0	**32.72%** 213.0	**1.84%** 12.0	651	3.75
Dining opportunities	**4.40%** 29.0	**21.40%** 141.0	**16.39%** 108.0	**25.49%** 168.0	**30.80%** 203.0	**1.52%** 10.0	659	3.58
Recreation opportunities	**4.28%** 28.0	**31.19%** 204.0	**19.72%** 129.0	**21.56%** 141.0	**14.98%** 98.0	**8.26%** 54.0	654	3.13
Cultural opportunities	**5.05%** 33.0	**28.02%** 183.0	**20.98%** 137.0	**19.14%** 125.0	**18.07%** 118.0	**8.73%** 57.0	653	3.19
Transportation network	**14.75%** 96.0	**42.55%** 277.0	**16.44%** 107.0	**13.36%** 87.0	**5.99%** 39.0	**6.91%** 45.0	651	2.50
College Park, overall	**8.77%** 57.0	**50.92%** 331.0	**16.92%** 110.0	**16.15%** 105.0	**6.46%** 42.0	**0.77%** 5.0	650	2.60

Q35 What do you like BEST about College Park?

Answered: 391 Skipped: 381

Q36 What do you like LEAST about College Park?

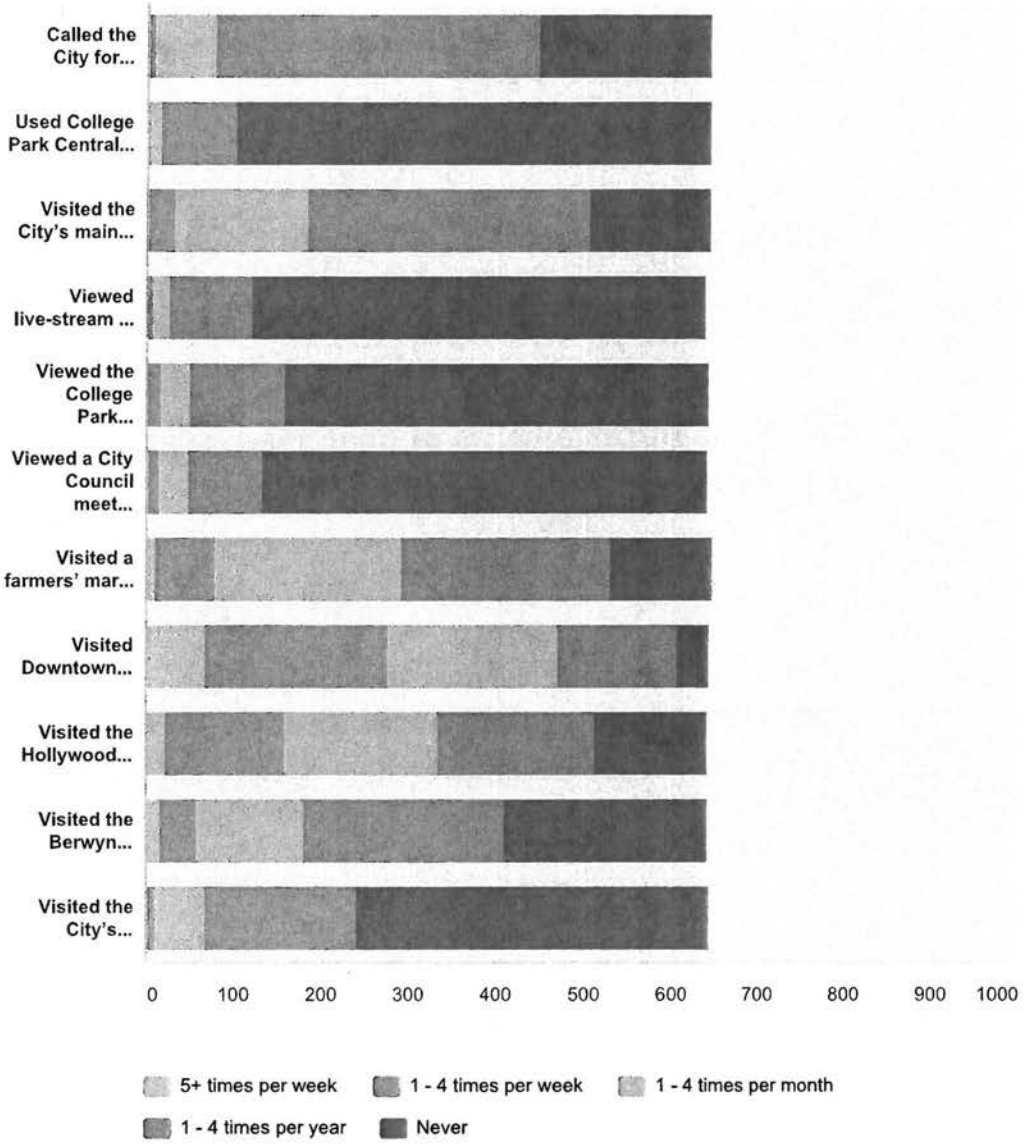
Answered: 412 Skipped: 360

Q37 What improvements or changes would you like to see in College Park in the next five years?

Answered: 411 Skipped: 361

Q38 Over the past 12 months, how often has someone in your household used the following?

Answered: 654 Skipped: 118

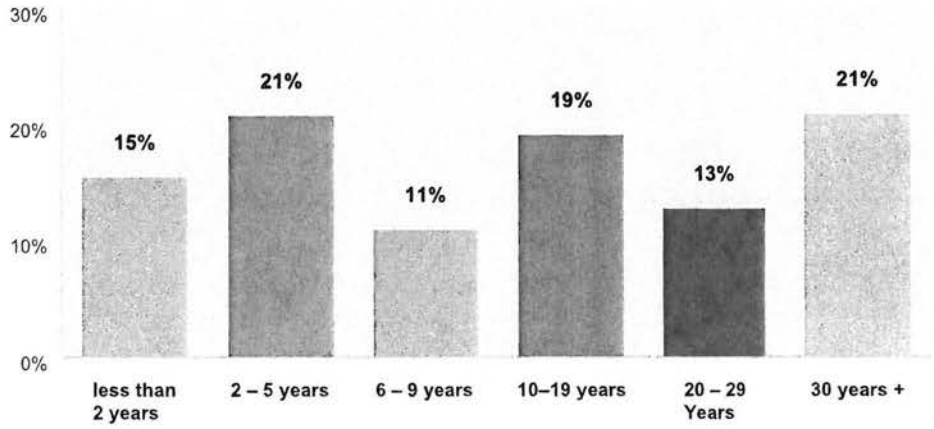


	5+ times per week	1 - 4 times per week	1 - 4 times per month	1 - 4 times per year	Never	Total	Weighted Average
Called the City for information or services	**0.31%** 2.0	**0.93%** 6.0	**10.97%** 71.0	**57.19%** 370.0	**30.60%** 198.0	647	3.80
Used College Park Central online reporting system (www.collegeparkmd.gov, then select "Report a Problem")	**0.15%** 1.0	**0.31%** 2.0	**2.16%** 14.0	**13.29%** 86.0	**84.08%** 544.0	647	3.80
Visited the City's main website, www.collegeparkmd.gov	**0.31%** 2.0	**4.79%** 31.0	**23.49%** 152.0	**49.92%** 323.0	**21.48%** 139.0	647	3.57
Viewed live-stream or on-demand playback of a City Council meeting online via our website	**0.16%** 1.0	**0.78%** 5.0	**3.28%** 21.0	**14.66%** 94.0	**81.12%** 520.0	641	3.72
Viewed the College Park Cable Channel (Comcast Channel 71; Verizon Channel 25)	**0.16%** 1.0	**2.33%** 15.0	**5.27%** 34.0	**16.74%** 108.0	**75.50%** 487.0	645	3.58
Viewed a City Council meeting on Cable TV (either live or rebroadcast)	**0.31%** 2.0	**2.02%** 13.0	**5.28%** 34.0	**13.04%** 84.0	**79.35%** 511.0	644	3.50

Visited a farmers' market in College Park	**1.54%** 10.0	**10.62%** 69.0	**32.77%** 213.0	**36.92%** 240.0	**18.15%** 118.0	650	3.28
Visited Downtown College Park	**10.70%** 69.0	**32.25%** 208.0	**30.08%** 194.0	**21.09%** 136.0	**5.89%** 38.0	645	2.65
Visited the Hollywood commercial district	**3.58%** 23.0	**21.00%** 135.0	**27.37%** 176.0	**27.84%** 179.0	**20.22%** 130.0	643	3.00
Visited the Berwyn commercial district	**2.49%** 16.0	**6.53%** 42.0	**18.97%** 122.0	**35.93%** 231.0	**36.08%** 232.0	643	3.38
Visited the City's www.shopcollegepark.org website	**0.31%** 2.0	**1.39%** 9.0	**8.82%** 57.0	**26.63%** 172.0	**62.85%** 406.0	646	3.66

Q39 How many years have you lived in College Park?

Answered: 655 Skipped: 117



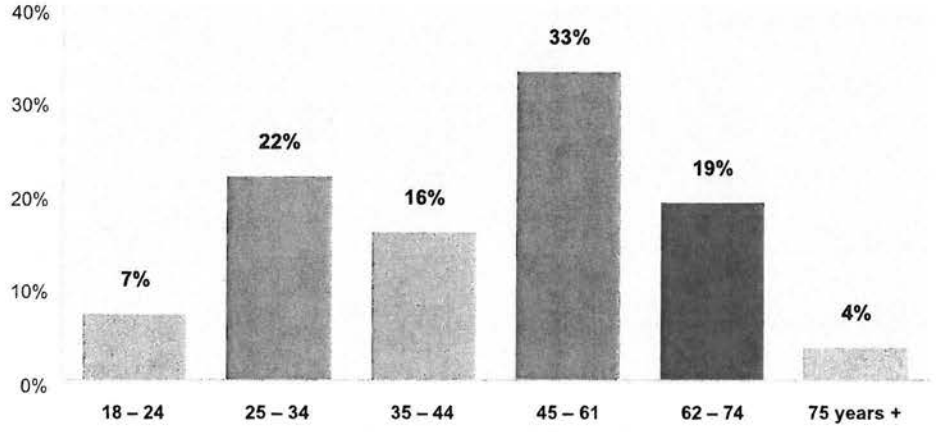
Answer Choices	Responses	
less than 2 years (1)	**15%**	101.0
2 – 5 years (2)	**21%**	136.0
6 – 9 years (3)	**11%**	72.0
10–19 years (4)	**19%**	125.0
20 – 29 Years (5)	**13%**	84.0
30 years + (6)	**21%**	137.0
Total		**655**

Basic Statistics

Minimum	Maximum	Median	Mean	Standard Deviation
1.00	6.00	4.00	3.56	1.76

Q40 What is your age?

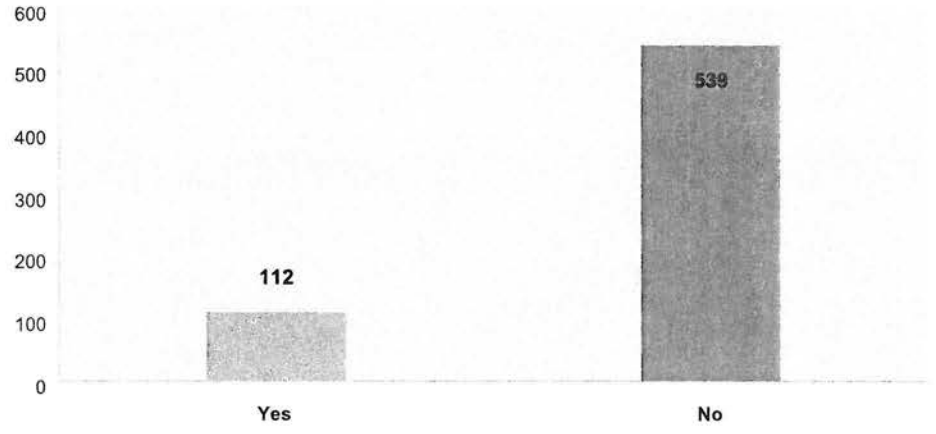
Answered: 557 Skipped: 215



Answer Choices	Responses	
18 – 24	7%	39.0
25 – 34	22%	121.0
35 – 44	16%	88.0
45 – 61	33%	183.0
62 – 74	19%	106.0
75 years +	4%	20.0
Total		**557**

Q41 Are you a University student?

Answered: 651 Skipped: 121

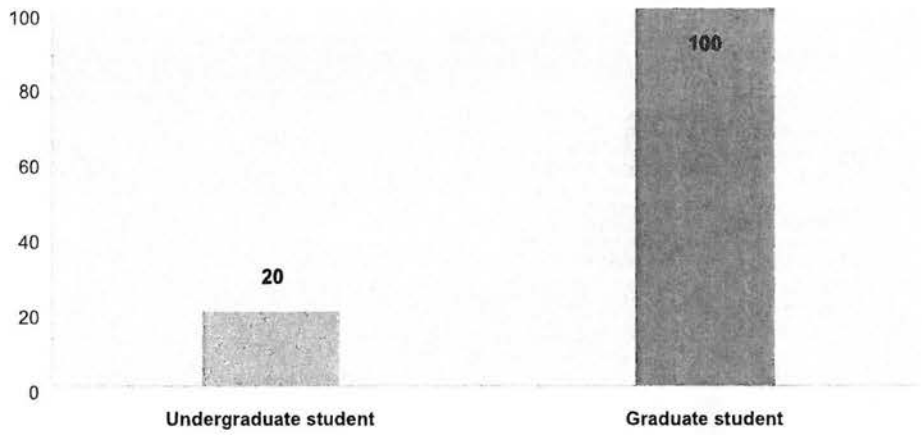


Answer Choices	Responses	
Yes	17.20%	112
No	82.80%	539
Total		**651**

Q42 If yes, are you an undergraduate or

graduate (e.g., Masters or Ph.D. program) student?

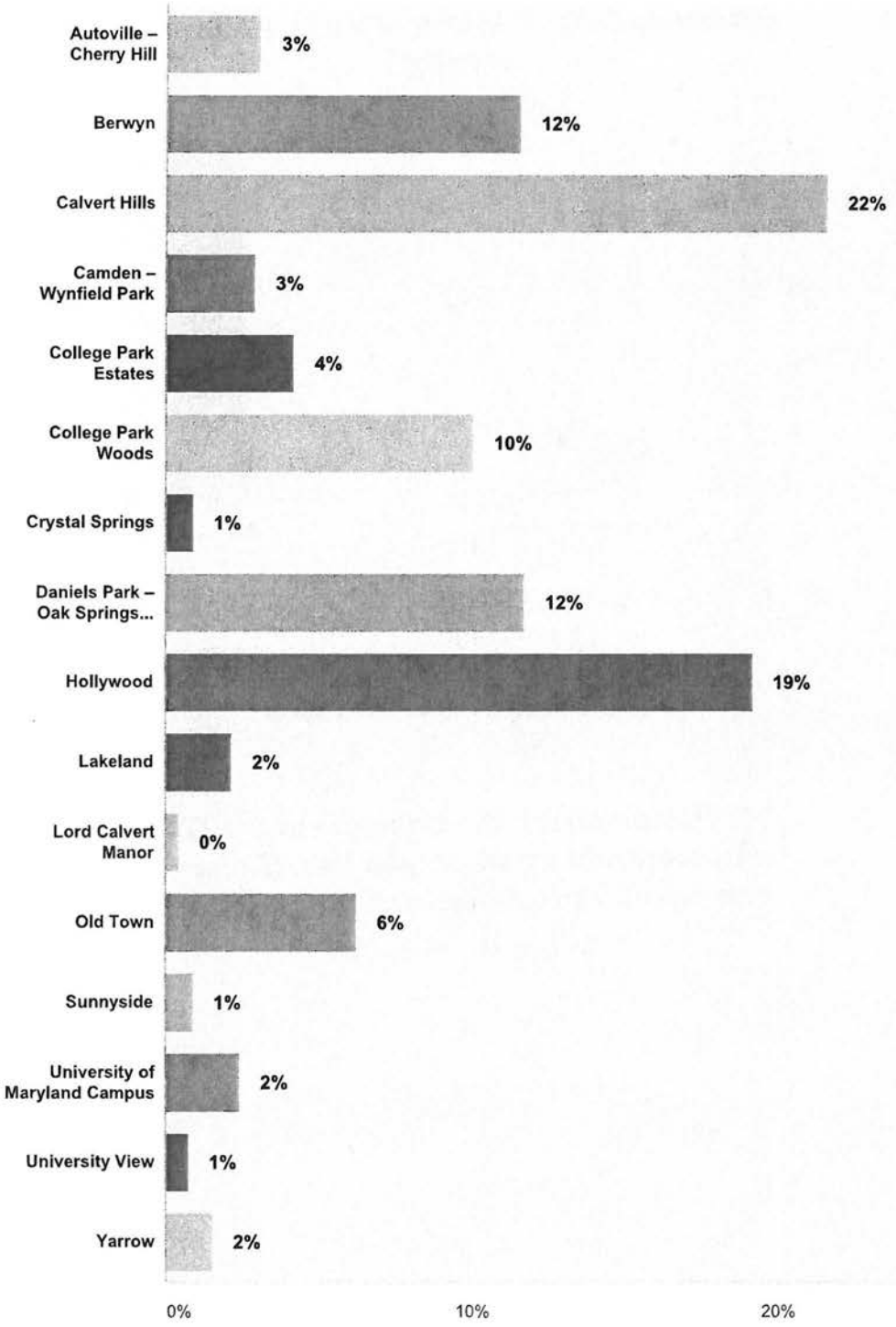
Answered: 120 Skipped: 652



Answer Choices	Responses	
Undergraduate student	16.67%	20
Graduate student	83.33%	100
Total		**120**

Q43 Please check the box next to the City neighborhood in which you live. (Refer to the map for neighborhood boundaries).

Answered: 646 Skipped: 126



Answer Choices	Responses	
Autoville – Cherry Hill	3%	20
Berwyn	12%	75
Calvert Hills	22%	140
Camden – Wynfield Park	3%	19

College Park Estates	**4%**	27
College Park Woods	**10%**	65
Crystal Springs	**1%**	6
Daniels Park – Oak Springs –Branchville	**12%**	76
Hollywood	**19%**	124
Lakeland	**2%**	14
Lord Calvert Manor	**0%**	3
Old Town	**6%**	40
Sunnyside	**1%**	6
University of Maryland Campus	**2%**	16
University View	**1%**	5
Yarrow	**2%**	10
Total		**646**