



TUESDAY, JULY 14, 2015
CITY OF COLLEGE PARK
COUNCIL CHAMBERS

7:00 P.M.
CLOSED SESSION
TO DISCUSS A PERSONNEL MATTER

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

(There will be a Worksession following the regular meeting)

MEDITATION

PLEDGE OF ALLEGIANCE: Councilmember Hew

ROLL CALL

MINUTES: Special Session on June 2, 2015; Regular Meeting on June 9, 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-73 | Approval of a Field Use Request by Knight Management Group for use of Duvall Field on Saturday, August 22, 2015 from 9:00 a.m. – 3:00 p.m. | Motion By:
To: Approve
Second: |
| 15-R-06 | Resolution Of The Mayor And Council Of The City Of College Park, Maryland Adopting The Recommendation Of The Advisory Planning Commission Regarding Request For Certification Of Non-Conforming | Aye: _____
Nay: _____
Other: _____ |

Use CNU-2013-05 For Church Of God, 8800 48th Avenue, College Park, Maryland Recommending Approval Of The Request For Certification Of Non-Conforming Use (Appeal period ended July 9, 2015)

- 15-R-07 Resolution Of The Mayor And Council Of The City Of College Park, Maryland Adopting The Recommendations Of The Advisory Planning Commission Regarding Variance Application Number CPV-2015-01, 5014 Roanoke Place, College Park, Maryland, Recommending Approval Of A Variance From The Requirements Of The Prince George's County Zoning Ordinance, Section 27-442(C), Prescribing Maximum Lot Coverage (Appeal period ended July 9, 2015)
- 15-R-08 Resolution Of The Mayor And Council Of The City Of College Park, Maryland Adopting The Recommendation Of The Advisory Planning Commission And Granting Departure Application Number CPD-2015-01, 7402 Baltimore Avenue, College Park, Maryland, Nando's Peri-Peri, Recommending A Departure Of 14 Parking Spaces And 1 Loading Space (Appeal period ended July 9, 2015)
- 15-G-74 Approval of a contract in substantially the form attached between the City of College Park and Navitus, Inc. of Annapolis, Maryland, an approved PEPCO Trade Ally, in an amount not to exceed \$70,368 for energy efficiency retrofitting of parking garage lighting. The City will be reimbursed \$65,620 under the PEPCO Small Business Program Lighting Incentive and the balance of \$4,748 will be reimbursed by a grant from the Maryland Energy Administration
- 15-R-11 Adoption of Resolution 15-R-11, A Resolution Of Mayor And Council Of The City Of College Park, Maryland To Apply For And Accept Community Legacy Funding To Be Used For Calvert Road School Improvements
- 15-G-76 Approval of the extension of the Police Services Agreement with Prince George's County for full-time contract police from October 2014 – October 2017, and ratification of the contract extension from October 2014 to July 2015
- 15-G-77 Approval of a letter to the Washington Metropolitan Area Transit Authority regarding proposed service reductions on Metro's Green Line

ACTION ITEMS

- 15-G-75 Approval, with conditions, of the Preliminary Plan of Subdivision 4-13012 for the Pregnancy Aid Center, 4700 Erie Street
- Motion By: Kabir
To: Approve
Second:
Aye: ____
Nay: ____ Other: ____
- 15-G-78 **Placeholder.**
Approval of a City position on the application by Olawoyin Akintelure, Authorized Person/Managing Member, for a new Class D, Beer and Wine License for the use of Wilmolak, LLC, t/a Kof Sport Cafe, 9925 Rhode Island Avenue, College Park.
- Motion By:
To:
Second:
Aye: ____
Nay: ____
Other: ____

15-G-79 Appointments to Boards and Committees

Motion By:
To:
Second:
Aye: _____
Nay: _____
Other: _____

COUNCIL COMMENTS

COMMENTS FROM THE AUDIENCE

ADJOURN

WORKSESSION

1. Consideration of a "One College Park" initiative – request of Councilmember Brennan
2. Commuter shuttle bus service for residents – request of Councilmember Mitchell

INFORMATION/STATUS REPORTS (For Council Review)

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

MINUTES

MINUTES
Special Session of the College Park City Council
Tuesday, June 2, 2015
Council Chambers
10:02 p.m. – 10:04 p.m.

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

ABSENT: Councilmember Mitchell

ALSO PRESENT: Joe Nagro, City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Terry Schum, Director of Planning; Bob Ryan, Director of Public Services; Cole Holocker, Student Liaison.

During a regularly scheduled Worksession of the College Park City Council, a motion was made by Councilmember Stullich and seconded by Councilmember Dennis to enter into a Special Session to consider sending a letter on proposed County legislation. The matter is time sensitive because the committee hearing is Thursday. The motion passed 7 – 0 – 0 and the Council entered Special Session at 10:02 p.m.

ACTION ITEMS

15-G-66 Letter of Support for proposed County resolution CR-14-2015, Boards and Commissions

A motion was made by Councilmember Wojahn and seconded by Councilmember Day to send a letter in support of proposed County legislation CR-14-2015, legislation proposed by Councilmember Glaros to update the County Boards and Commission policies to ensure greater transparency and involvement of residents.

There were no comments from the audience.

Councilmember Stullich said she is aware of County boards where positions remain vacant for a very long time so she thinks this would be helpful in providing transparency and visibility that might cause things to move faster.

The motion passed 7 – 0 – 0.

ADJOURN: A motion was made by Councilmember Stullich and seconded by Councilmember Day to adjourn the Special Session. With a vote of 7 – 0 – 0, Mayor Fellows adjourned the Special Session at 10:04 p.m.

Janeen S. Miller, CMC
City Clerk

Date
Approved

MINUTES
Regular Meeting of the College Park City Council
Tuesday, June 9, 2015
Council Chambers
7:30 p.m. – 8:01 p.m.

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

ABSENT: Councilmembers Wojahn, Stullich and Day.

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

Mayor Fellows opened the Regular Meeting at 7:30 p.m. Councilmember Dennis led the Pledge of Allegiance.

Minutes: A motion was made by Councilmember Dennis and seconded by Councilmember Mitchell to adopt the minutes of the May 19, 2015 Special Session and the Regular Meeting of May 26, 2015. The motion passed 5 – 0 – 0.

Announcements:

Councilmember Kabir thanked everyone who participated in last Saturday's Sunnyside Community Clean-up. The North College Park Civic Association will meet this Thursday at Davis Hall.

Councilmember Brennan said the Berwyn District Civic Association would meet next Thursday, June 18, at Fealy Hall. On June 19 there will be a free afternoon performance of Chamber Music for senior residents at The Clarice; this is a partnership between the University of Maryland and the College Park Youth, Family and Senior Services Department.

Councilmember Dennis said that the Lakeland Civic Association would meet this Thursday at 7:30 p.m. at the College Park Community Center.

Mayor Fellows announced that Mrs. Thelma Lomax was sworn in as a Commissioner of the College Park Housing Authority earlier tonight.

Amendments to the Agenda: None.

City Manager's Report: Mr. Nagro reviewed the Council's summer meeting schedule. At the next meeting on July 7, there will be a Public Hearing at 7:00 p.m. on the draft 2015-2020 Strategic Plan.

He reviewed the latest conference call with WMATA on the progress of replacing the pedestrian overpass at the end of Berwyn Road. The structure will be steel and concrete, not precast. The schedule is not yet known; the engineering and drawings still need to be approved by Metro. The work will involve 2 or 3 shutdowns of the Metro Green Line. There are still discussions

with CSX about replacing the overpass on the other side over the CSX tracks, but that would involve additional shut downs. The next conference call is June 19.

Mr. Nagro reviewed the changes to the refuse/recycling schedule that are effective next week.

Student Liaison's Report: Mr. Holocker said Summer Session #1 is underway, and congratulated the Terps Baseball Team on their post-season run.

Comments From The Audience on Non-Agenda Items:

Dave Milligan, 4902 Iroquois Street: Mr. Milligan noted that he knows the person appearing on tonight's episode of "Hell's Kitchen" who are friends of their family.

Anne Martens, University of Maryland: She attended the International Town Gown Association conference last week and announced that Councilmember Denise Mitchell has been appointed to the Board of this international association for the next three years.

CONSENT AGENDA

A motion was made by Councilmember Dennis and seconded by Councilmember Mitchell to adopt the consent agenda, which consisted of the following items:

- 15-G-67** Award of FY 2015 Fire Department Grants as follows: 1) College Park Volunteer Fire Department, Inc., apply toward purchase of CPVFD-owned and controlled ladder truck - \$15,000; 2) Branchville Volunteer Fire Company & Rescue Squad, Inc., apply to debt service on 2010 Pierce Pumper E-111 - \$15,000; 3) Berwyn Heights Volunteer Fire Department & Rescue Squad, Inc., Use to supplement a deposit on a new Rescue Squad vehicle and related equipment - \$15,000. The total of the three awards is \$45,000 which is funded in C.I.P. project 012006, account 25-40.
- 15-G-68** Award of FY 2015 Community Services Grants as follows: 1) The National Museum of Language, Inc., for Language camp and events - \$2,500; 2) Lakeland Community Heritage Project, for Lakeland Heritage weekend - \$2,500; 3) American Legion Auxiliary, College Park Unit 217 for Scholarships for Miss College Park pageant participants - \$2,500; 4) Pregnancy Aid Centers, Inc. for Food Pantry Program - \$2,500; 5) College Park Woods Swim Club for Senior Summer Day Camp - \$2,500; 6) Embry Center for Family Life for Lakeland All-Stars Basketball Program - \$2,500; 7) College Park Center for Faith & Community for College Park Community Library - \$2,000; 8) B-Roll Media & Arts Inc. for Photography, audio engineering classes for students - \$1,500. The total of the grant awards is \$18,500, which is funded in the FY 2015 Operating Budget in account 1010.25-20.
- 15-G-69** Motion to voice no objection to the transfer of a Class B (BH), Beer, Wine and Liquor License for the use of Sri Sai Baba, LLC t/a RASOI Restaurant, 8601 Baltimore Avenue, College Park, subject to the applicant entering into a Property Use Agreement with the City of College Park in substantially the

form as attached, authorization for the City Manager to sign the PUA, and for the City to send a letter to the BOLC stating the City's position.

The motion passed 5 – 0 – 0.

ACTION ITEMS:

15-G-70 Approval of a letter in response to the letter dated May 18, 2015 from the State Highway Administration regarding City funding of US Route 1 utility undergrounding

Mayor Fellows directed Council's attention to a revised draft letter in the red folders that reflects recent developments based on discussions with SHA.

A motion was made by Councilmember Brennan and seconded by Councilmember Dennis to send the revised letter to the State Highway Administration regarding undergrounding of utilities on US Route 1.

Councilmember Brennan read the revised draft.

There were no comments from the audience.

Councilmember Mitchell said the SHA deadline was June 8 and she is concerned about financial consequences. Are we going to state our concerns about the money we have spent so far?

Mayor Fellows said we were given more time, until the end of this week. He believes this letter will be received in a positive fashion so there should be no consequences.

Councilmember Kabir said this revision is different from the draft they discussed last week and he is disappointed not to have seen it earlier. This letter talks about a May 28 meeting but we didn't hear about it at the last Worksession.

Mayor Fellows said that at the May 28 meeting Sen. Rosapepe said he would pursue discussions to identify potential funding sources, but we did not know the results of those discussions until late last week, which is what informed the revisions to the letter. Simultaneously, staff began a parcel-by-parcel review of the project. SHA will attend the August 5 Worksession to present the newest design. This letter is requesting more time, and Council will have an opportunity to weigh-in in July.

Councilmember Kabir asked staff if the SHA has stopped working on the design. Ms. Schum said yes, they have gone as far as they can go for now, without engaging the utility companies. Councilmember Kabir is concerned about the amount of money that has been spent so far. There is no point in spending more if it's not going to happen.

The motion passed 5 – 0 – 0.

COUNCIL COMMENTS: None.

COMMENTS FROM THE AUDIENCE: None.

ADJOURN: A motion was made by Councilmember Dennis and seconded by Councilmember Mitchell to adjourn the regular meeting. Mayor Fellows announced that Council would reconvene in a Worksession to meet with the Chair of the Citizens Corps Council. With a vote of 5 – 0 – 0, Mayor Fellows adjourned the regular meeting at 8:01 p.m.

Janeen S. Miller, CMC
City Clerk

Date
Approved

Pursuant To §3-103 of the General Provisions Article of the Maryland Annotated Code, the Mayor and City Council met in Administrative Function session from 7:00 p.m. – 9:49 p.m. on Wednesday, June 3, 2015 in the Council Chambers of City Hall. Present at this meeting were: Mayor Fellows, Councilmembers Mitchell, Day, Dennis, Kabir, Wojahn, Brennan and Hew. Also in attendance was Jim Mercer, the Executive Search Consultant who is conducting the City Manager search.

15-G-73

Via



Field Use Reservation Application

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

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

Date of Application: April 1, 2015

Name of Organization: Knight Management Group (KMG)

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

Contact Name(s): Efrem Knight Garrett Putman

Mailing Address: 2776 S. Arlington Mill Drive Ste#560, Arlington, VA 22206

Email Address: Eknight@knightmg.com

Day Phone: (305)494-7607 Evening Phone: (202) 679-1199 Cell Phone: _____

Description of Activity/Event: School Supply Giveaway

Sports Baseball Football Lacrosse Softball T-ball _____

Expected Number of Participants 300 Age Range 5-16

Additional Requirements: Toilets Lights Concession Stand

Date(s) Requested: August 22, 2015

See Facilities Rules and Regulations for acceptable times and age group

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

Time(s) Requested 9:00 a.m. p.m. UNTIL 3:00 a.m. or p.m.

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

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

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

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

Recommendations and Notifications

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

Comments: 06/01 5-0-0 sub for Ellis

Pub. Svcs Director Concur Yes No [Signature]

Comments: _____

City Manager Concur Yes No _____

Comments: _____

Mayor and Council Concur Yes No _____

Comments: _____

Waiver of Fees – the Council may vote to waive user fees, in whole or in part, upon recommendation of the Recreation Board. When considering whether to recommend or grant a full or partial waiver of user fees.

Please describe how your organization meets any of the following criteria:

- a. The level of use that is involved with the activity, including wear and tear on the facility;

Full use of the field, outdoor restroom and cooking grill areas. Expect common wear and tear from General foot traffic.

- b. The level of involvement by College Park residents in the activity;

Anticipate full participation in receiving the free supplies, outdoor activities (e.g. Games) food and building a lasting relationships.

- c. The community benefit that may result from the activity, for example, recreational opportunities for youth or seniors;

We desire to facilitate an environment that enables the community to join together in fun,

grow together in learning one another and demonstrate the importance of education.

- d. Volunteer services that the user provides to the City or its residents;

This initial program gives us the opportunity to see what's needed and creates partnerships with leaders in the community and other local business

To keep reinvesting in the community for years to come.

- e. Assistance to be provided by the user for maintenance of the recreational facility; and

Knigh Management Group will provide full support to the upkeep and cleanliness of the facility.

- f. Whether user activities promote the interests of the College Park community.

This program is designed to be a total help to the community both financially and educationally. KMG's standard is to build lives first

and we believe this is the interest of the College Park Community.

15-R-06

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, MARYLAND ADOPTING THE RECOMMENDATION OF THE ADVISORY PLANNING COMMISSION REGARDING REQUEST FOR CERTIFICATION OF NON-CONFORMING USE CNU-2013-05 FOR CHURCH OF GOD, 8800 48TH AVENUE, COLLEGE PARK, MARYLAND RECOMMENDING APPROVAL OF THE REQUEST FOR CERTIFICATION OF NON-CONFORMING USE

WHEREAS, Maryland Code, Article 28, Section 8-112.4(b)(1)(vi) states that the Prince George's County District Council may provide that the governing body of a municipal corporation may exercise the powers of the district council in regard to certification, revocation and revision of nonconforming uses; and

WHEREAS, Prince George's County Code Section 27-924 (a)(1) provides that an incorporated municipality may enact an ordinance which sets forth procedural regulations for certification of nonconforming uses; and

WHEREAS, pursuant to Section 190-11(B) of the Code of the City of College Park (the "City Code") the Advisory Planning Commission ("APC") is authorized to consider requests for certifications of nonconforming uses, and when appropriate to hold hearings thereon, and to make recommendations to the City Council in connection therewith; and

WHEREAS, Prince George's County Code Section 27-107.01 (166) provides that a "Nonconforming Use" is the use of any building, structure or land which is not in conformance with the requirement of the zone in which it is located, provided that the requirement was adopted after the use was lawfully established or the use was established after the requirement was adopted and the District Council has validated a building, use and occupancy or sign permit issued for it in error; and

WHEREAS, a nonconforming use may be certified if the use has not ceased to operate for more than 180 consecutive calendar days between the time the use became nonconforming and the date when the application is submitted, or based upon a finding that conditions of nonoperation for more than 180 consecutive calendar days were beyond the applicant's control and/or owner's control, were for the purpose of correcting code violations or were due to the seasonal nature of the use; and

WHEREAS, a nonconforming use certification requires submission of documentary evidence showing the following: the commencement date and continuous existence of the nonconforming use; specific data showing the exact nature, size and location of the building, structure or use; a legal description of the property; the precise location and limits of the use on the property and within any building it occupies; and if the applicant possesses one, a copy of a valid use and occupancy permit issued for the use prior to the date upon which it became a nonconforming use; and

WHEREAS, if a copy of a valid use and occupancy permit is submitted with the application and a request is not submitted to the Commission to conduct a public hearing, and, if based upon the documentary evidence the Commission is satisfied as to the commencement date and continuity of the nonconforming use, the Commission shall recommend certification of the use as nonconforming for the purpose of issuing a new use and occupancy permit identifying the use as nonconforming; and

WHEREAS, if a copy of a valid use and occupancy permit is not submitted with the application, if the documentary evidence submitted is not satisfactory to the Commission to prove the commencement date or continuity of the use, or if a public hearing has been requested by any party of interest challenging the commencing date and/or continuity of the use, the Commission shall conduct a public hearing on the application for the purpose of determining whether the use should be certified as nonconforming; and

WHEREAS, the Mayor and Council are authorized by the Ordinance to accept or deny the recommendation of the APC with respect to Certification of Non-Conforming Use requests; and

WHEREAS, on October 4, 2013 Pastor Frederick Reynolds, representing the Church of God (hereinafter, the “Applicant”), submitted a request for certification of a nonconforming use for a church located at 8800 48th Avenue, College Park, Maryland (“the Property”); and

WHEREAS, a copy of a valid use and occupancy permit was not submitted to prove the use was lawfully established, therefore, the Commission conducted a public hearing for the purpose of determining whether the use shall be certified nonconforming; and

WHEREAS, on June 4, 2015, the APC conducted a hearing on the merits of the application, at which time the APC heard testimony and accepted evidence, including the Staff Report with Exhibits 1 – 11 the Staff PowerPoint Presentation and applicant submitted Exhibits 12 and 13; and

WHEREAS, based upon the evidence and testimony presented, the APC voted 4-0-0 to recommend certification of the use as nonconforming and not illegal; and

WHEREAS, the Mayor and Council have reviewed the recommendation of the APC as to the Application and in particular have reviewed the APC’s findings of fact and conclusions of law; and

WHEREAS, no exceptions have been filed; and

WHEREAS, the Mayor and Council are in agreement with and hereby adopt the findings of fact and conclusions of law of the APC as to the Application as follows:

Section 1 Findings of fact:

- 1) The subject site, known as Rice Memorial Church of God, is located at the northwest corner of Tecumseh Street and 48th Avenue at 8800 48th Avenue.
- 2) The development is nonconforming due to use, front yard and side street yard setbacks. The building first became nonconforming on August 30, 1993 when the County adopted an ordinance requiring a Special Exception for a church under certain circumstances, in this case, for churches located on a lot less than 2 acres in size.
- 3) A valid Use and Occupancy permit issued prior to the date of nonconformance was not submitted with the application. The site was posted for a Public Hearing with the required sign and written notice was mailed to all persons of record.
- 4) The Applicant submitted documentary evidence entered as Exhibit 12 (a booklet entitled, "To God be the Glory" Seventy-fifth Anniversary Celebration and Challenge, 1922-1997, Berwyn Baptist Church, College Park, Maryland, Dennis Richards, Pastor) which stated that construction of the church building at 48th Avenue and Tecumseh started the summer of 1924 until May 1925. This was prior to the first Prince George's County Zoning Ordinance coming into effect on April 27, 1928. The use commenced when the first service was held "on the first Sunday in May, 1925."
- 5) The Applicant submitted a variety of material to indicate continuous use since the church became nonconforming in 1993 such as: transfers of property, records of financial activity, membership activity, gas bills, electrical bills and letters from members.
- 6) The Applicant submitted a letter from the Washington Suburban Sanitary Commission (WSSC) that stated water and sewer service has been provided to the property since at least March 27, 1995.
- 7) No one testified in opposition to the request for certification.

Section 2 Conclusions of Law

- 1) The APC concluded that the date the use commenced should be established as May, 1925 and indicated as such on the non-conforming use site plan.
- 2) Based on a preponderance of the documentary evidence submitted including transfers of property, records of financial activity, membership activity, gas and electrical bills, a letter from the water and sewer company and letters from church members, the church has been continuously operated with no break in operation for more than 180 days since the use became nonconforming on August 30, 1993.

NOW, THEREFORE, BE IT RESOLVED, Based on the evidence and testimony presented, following the reasoning in the staff report as well as the supplemental affidavits and the findings of fact and conclusions of law set forth hereinabove, the Mayor and Council of the City of College Park, Maryland adopt the APC's recommendation of certification of the use as nonconforming and not illegal and that a new Use and Occupancy Permit be issued to the current owner subject to the following condition:

Prior to certification of the site plan, the applicant shall revise the site plan to:

- a. Reorient the site plan to face north or change the direction of the north area.
- b. Correct the spelling of Tecumseh Street.
- c. Indicate that the correct rights-of-way for the shown sections of Tecumseh Street and 48th Avenue.
- d. Indicate that a maximum of 10 cars can be parked on the property.
- e. Include a note that states: "Parking spaces shown are exempt from current number of parking spaces and design standards per Section 27-584 of the Zoning Ordinance."
- f. Include a note stating the number of seats as 25 pews and use as a church.
- g. Include a note stating the date of construction was 1924-1925 prior to the adoption of the first Zoning Regulations in 1928.
- h. Include a note stating the date the use commenced as May, 1925.

ADOPTED, by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the 14th day of July 2015.

CITY OF COLLEGE PARK,
MARYLAND

Janeen S. Miller, CMC
City Clerk

Andrew M. Fellows, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Suellen M. Ferguson
City Attorney

15-R-07

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, MARYLAND ADOPTING THE RECOMMENDATIONS OF THE ADVISORY PLANNING COMMISSION REGARDING VARIANCE APPLICATION NUMBER CPV-2015-01, 5014 ROANOKE PLACE, COLLEGE PARK, MARYLAND, RECOMMENDING APPROVAL OF A VARIANCE FROM THE REQUIREMENTS OF THE PRINCE GEORGE'S COUNTY ZONING ORDINANCE, SECTION 27-442(C), PRESCRIBING MAXIMUM LOT COVERAGE

- WHEREAS,** the City of College Park, Maryland (hereinafter, the "City") has, pursuant to Ordinance Number 11-O-03 (hereinafter, the "Ordinance"), and in accordance with Section 27-924 of the Prince George's County Zoning Ordinance (hereinafter, "Zoning Ordinance"), enacted an ordinance which sets forth procedural regulations governing any or all of the following: departures from design and landscaping standards, parking and loading standards, sign design standards, and variances for lot size, setback, and similar requirements for land within the corporate boundaries of the City, alternative compliance from landscaping requirements, certification, revocation, and revision of nonconforming uses, and minor changes to approved special exceptions; and
- WHEREAS,** the City is authorized by the Ordinance to grant an application for a waiver or variance for lot size, setback, and similar requirements where, by reason of exceptional narrowness, shallowness, shape, topography, or other extraordinary situation or condition of the specific parcel of property, the strict application of the Zoning Ordinance would result in peculiar and unusual practical difficulties or an exceptional or undue hardship upon the owner of the property, and a variance can be granted without substantial impairment of the intent, purpose and integrity of the General Plan or Master Plan; and
- WHEREAS,** Section 27-422 (c), Table II, of the Prince George's County Zoning Ordinance prescribes a maximum lot coverage of 30% in the R-55 zoning district; and
- WHEREAS,** the Advisory Planning Commission (hereinafter "APC") is authorized by the Ordinance to hear requests for variances from the terms of the Zoning Ordinance with respect to lot size, setback, and other requirements from which a variance may be granted by the Prince George's County Board of Appeals, including variances from Section 27-442(c) of the Prince George's County Zoning Ordinance, and to make recommendations to the Mayor and Council in connection therewith; and
- WHEREAS,** the Mayor and Council are authorized by the Ordinance to accept or deny the recommendation of the APC with respect to variance requests; and
- WHEREAS,** on May 11, 2015, Marc Pound (hereinafter, the "Applicant"), submitted an application for a variance from Prince George's County Zoning Ordinance, Section 27-442 (c), Table II, which restricts prescribes a maximum lot coverage of 30% in the R-55 zoning district. The specific request is for a variance from the requirements set forth in the Prince George's County Zoning Ordinance, Section 27-442 (c), Table II, to permit the replacement of an existing driveway.

WHEREAS, on June 4, 2014, the APC conducted a hearing on the merits of the application, at which time the APC heard testimony and accepted evidence, including the staff report and Exhibits 1 – 5 with respect to whether the subject application meets the standards for granting a variance set forth in the Ordinance.

WHEREAS, based upon the evidence and testimony presented, the APC voted 4-0-0 to recommend that the variance be granted; and

WHEREAS, the Mayor and Council have reviewed the recommendation of the APC as to the Application and in particular have reviewed the APC's findings of fact and conclusions of law; and

WHEREAS, no exceptions have been filed; and

WHEREAS, the Mayor and Council are in agreement with and hereby adopt the findings of fact and conclusions of law of the APC as to the Application as follows:

Section 1 Findings of fact:

- 1.1 The property is located at 5014 Roanoke Place in the Central Heights subdivision.
- 1.2 The property is part of the Berwyn District Citizens Association.
- 1.3 The property is zoned R-55.
- 1.4 The subject house was constructed in 1937.
- 1.5 The applicant bought the house in September 2014.
- 1.6 The house contained a driveway composed of two concrete paver strips and a detached garage when the house was purchased.
- 1.7 The property is rectangular in shape.
- 1.8 The property has an area of 8,064 square feet with a width of 50 feet. The west side property line measures 152.80 feet and the east side property line measures 169.74 feet.
- 1.9 The surrounding neighborhood is zoned R-55, single-family residential.
- 1.10 The Applicant is requesting a variance of 3.8% or 308 square feet from the maximum allowable lot coverage of 30% or 2,419 square feet in order to replace the existing two-stripped driveway with a crushed stone driveway.

Section 2 Conclusions of Law

The APC makes the following conclusions of law with regard to CPV-2014-05 for a height variance to install a, 6-foot high, wood fence in the side street yard.

- 2.1 The property has an exceptional condition. The Property is exceptionally deep with a detached garage located in the rear yard. This results in a driveway that is extraordinarily long.

- 2.2 The strict application of the County Zoning Ordinance will result in peculiar and unusual practical difficulties to the property owner by either preventing him from meeting the driveway requirements or from graveling the entire length of the driveway. Leaving the driveway as-is will result in undue hardship by not being able to correct a problem with standing water and mud during heavy rains.
- 2.3 Granting the requested variance will not impair the intent and purpose of the applicable County General Plan or County Master Plan because the driveway will meet the minimum required driveway width and will be graveled to be consistent with the character of other driveways in the neighborhood.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of College Park, Maryland that the findings of fact and conclusions of law of the APC are hereby adopted and a variance of 3.8% or 308 square feet from the maximum allowable lot coverage of 30% or 2,419 square feet be approved with the condition that the gravel be framed in on both sides for the length of the driveway to contain the gravel and prevent spillage.

ADOPTED, by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the 14th day of July 2015.

CITY OF COLLEGE PARK,
MARYLAND

Janeen S. Miller, CMC
City Clerk

Andrew M. Fellows, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Suellen M. Ferguson
City Attorney

15-R-08

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE
PARK, MARYLAND ADOPTING THE RECOMMENDATION OF THE ADVISORY
PLANNING COMMISSION AND GRANTING DEPARTURE APPLICATION
NUMBER CPD-2015-01, 7402 BALTIMORE AVENUE, COLLEGE PARK,
MARYLAND, NANDO’S PERI-PERI, RECOMMENDING A DEPARTURE OF 14
PARKING SPACES AND 1 LOADING SPACE**

WHEREAS, the City of College Park, Maryland (hereinafter, the "City") has, pursuant to Ordinance Number 11-O-03 (hereinafter, the "Ordinance"), and in accordance with Section 27-924 of the Prince George's County Zoning Ordinance (hereinafter, "Zoning Ordinance"), enacted an ordinance which sets forth procedural regulations governing any or all of the following: departures from design and landscaping standards, parking and loading standards, sign design standards, and variances for lot size, setback, and similar requirements for land within the corporate boundaries of the City, alternative compliance from landscaping requirements, certification, revocation, and revision of nonconforming uses, and minor changes to approved special exceptions; and

WHEREAS, the Advisory Planning Commission (hereinafter "APC") is authorized by the Ordinance to hear requests for departures from the terms of the Zoning Ordinance and the Prince George’s County Landscape Manual with respect to design and/or landscaping requirements, parking and loading standards and sign design standards, and to make recommendations to the Mayor and Council in connections therewith; and

WHEREAS, the City is authorized by the Ordinance to grant an application for a departure if the purposes of the applicable provisions of the Zoning Ordinance will be equally well or better served by the applicant’s proposal; the departure is the minimum necessary given the specific circumstances of this request; the departure is necessary to alleviate circumstances that are special to the subject use, given its nature at this location or alleviate circumstances which are prevalent in the district; (for design departures), the departure will not impair the visual, functional or environmental quality or integrity of the site or that of the surrounding neighborhood; (for parking and loading departures) all methods for calculating spaces required have either been used or found to be impractical, and that parking and loading needs of adjacent residential areas will not be infringed upon if the departure is granted; and

WHEREAS, the Mayor and Council are authorized by the Ordinance to accept or deny the recommendation of the APC with respect to a departure request; and

WHEREAS, on April 8, 2015, Matthew Tedesco, representing Nando’s Peri-Peri (hereinafter, the “Applicant”), submitted an application for a departures from Section 27-568(a)(d) and Section 27-582(a) of the Zoning Ordinance, requesting a departure of 14 parking spaces and 1 loading space for an eating and drinking establishment; and

WHEREAS, the advertisement of the public hearing was posted on the property in accordance with the adopted Ordinance; and

WHEREAS, on June 4, 2015, the APC conducted a hearing on the merits of the application, at which time the APC heard testimony and accepted evidence, including the staff report, the staff PowerPoint presentation and Exhibits 1 – 4 with respect to whether the subject application meets the standards for granting a departure set forth in the Ordinance; and

WHEREAS, based upon the evidence and testimony presented, the APC voted 4-0-0 to recommend that the departure be granted; and

WHEREAS, the Mayor and Council have reviewed the recommendation of the APC as to the Application and in particular have reviewed the APC’s findings of fact and conclusions of law; and

WHEREAS, no exceptions have been filed; and

WHEREAS, the Mayor and Council are in agreement with and hereby adopt the findings of fact and conclusions of law of the APC as to the Application as follows:

Section 1 Findings of fact:

- 1.1 The property is zoned MUI, DDOZ.
- 1.2 The property has an area of 4,907 square feet.
- 1.3 The subject property contains a building with 3,237 square feet gross floor area and has been used as an eating and drinking establishment (and other uses from time to time) for the past 60 years. According to the tax records, the primary structure was built in 1950.
- 1.4 The existing property does not comply with the following requirements of the US 1 Corridor Sector Plan Development District Standards but does not have to comply since a Detailed Site Plan is not required. The proposed work does not change these existing conditions.

	<u>Required</u>	<u>Actual</u>
1. Lot coverage	80% max	100%
2. Rear yard setback	10'	0'
3. Parking	9	0

- 1.5 The property is located within the designated Downtown Walkable Node in the 2010 Central US 1 Corridor Sector Plan. The downtown consists of high-density mixed-use buildings that accommodate retail, offices and apartments, with emphasis on nonresidential land uses. It has fairly small blocks with wide sidewalks and buildings set close to the frontages.

- 1.6 An off-site loading space exists on Knox Road near the property. The hours of the loading zone space are: Monday-Saturday, 6:00 AM – 11:00 AM.
- 1.7 In 1935, a 10-foot wide ingress-egress right-of-way was established between adjoining property owners to ensure that they would have a perpetual right of access to their properties. This is necessary to provide adequate emergency egress to occupants in case of fire. This alleyway is also necessary for firefighting access to the rear of these buildings and is used to store some trash and grease containers. The alley currently serves the following businesses: Nando's and neighboring properties U. Mobile, Revo Nails & Spa, Jimmy John's, Terrapin Pizza Mart and Terrapin's Turf.
- 1.8 Nando's submitted Departure Site Plan shows they are proposing to locate the following in the 10-foot alleyway: a grease containment bin (2.5-feet by 3.5-feet), 4 trash containers (3-feet by 5-feet) and the reinstallation of an existing gate to control access through the alley.
- 1.9 The following recommendations were made by the Fire Marshall, James Reilly, according to a letter dated May 21, 2015, to ensure open and unrestricted access to a portion of the alley for fire egress: 1. The applicant shall delineate a 48-inch wide space measured from the back exterior wall of 7400 Baltimore Avenue into the alley as an area where dumpsters, electrical service components and/or grease collection containers should be located, 2. The alley shall retain its designation as a fire lane. 3. The applicant shall post their portion of the alley with appropriate signage indicating that parking is prohibited.
- 1.10 Currently, it is estimated that 300 people would need to use the alley for egress in the event of a fire. If Nando's is approved, an additional 40 people would need to use the alley.
- 1.11 City staff has advised Nando's representatives over the past 6 months of restrictions on use of the alley and previous disputes amongst businesses abutting the alley. A copy of the 1935 alley access agreement was provided to Nando's representatives. Staff met with representatives from the Prince George's County Fire Department (PGFD) on April 7, 2015 to discuss the alley.

Section 2 Conclusions of Law

The APC makes the following conclusions of law with regard to CPD-2015-01 Required Findings for Granting a Departure from Design Standards:

- 2.1 The purposes of the applicable provisions of the Prince George's County Zoning Ordinance will be equally well or better served by the applicant's proposal.

- a. To require (in connection with each building constructed and each new use established) off street automobile parking lots and loading areas sufficient to serve the parking and loading needs of all persons associated with the buildings and uses.

There has never been on-site parking available at this location due to the manner in which this downtown building was constructed (building covers entire lot). There are 554 public parking spaces located within 500-feet from the property.

As for loading spaces, an off-site loading space exists on Knox Road near the property. The hours of the loading zone space are: Monday-Saturday, 6:00 AM – 11:00 AM. This loading space has served area businesses for a number of years without adverse impact.

- b. To aid in relieving traffic congestion on streets by reducing the use of public streets for parking and loading and reducing the number of access points.

Since there is no on-street parking available at the intersection of Baltimore Avenue and Knox Road and there are a number of metered parking lots and on-street parking off minor streets, impact to traffic congestion, should the departure be granted, would be minimal. There is no vehicular access to the site from the street. According to the City of College Park Parking Manager, granting the departure should not “cause any additional stress on parking availability downtown, as most days and evenings there are available spaces to park.”

- c. To protect the residential character of residential areas.

A Parking District establishing shared parking was created to protect the residential areas.

- d. To provide parking and loading areas which are convenient and increase the amenities in the Regional District.

There are 554 public parking spaces conveniently located within 500 feet of the subject site. A loading space exists near the site.

- 2.2 The departure is the minimum necessary, given the specific circumstances of the request.

The departure of 14 parking spaces and 1 loading space is the minimum and maximum necessary. Physical limitations of the property prevent the applicant from providing parking and loading spaces on-site. The existing building covers the entire parcel and there is no undeveloped property contiguous to the subject property. There is a shared 10-foot

alley immediate to the west of the subject property but it is posted as “No Parking” by order of the Fire Marshall.

- 2.3 The departure is necessary to alleviate circumstances that are special to the subject use, given its nature at this location or alleviate circumstances which are prevalent in the district.

This property is located in the downtown. Many businesses do not provide parking in this area. A parking district was created to encourage shared parking.

- 2.4 For departures from parking and loading standards, the Commission must also find that all methods for calculating spaces required, (Division 2, Subdivision 3 and Division 3, Subdivision 3 of Part 11 of the Prince George’s County Zoning Ordinance) have either been used or found to be impractical, and that parking and loading needs of adjacent residential areas will not be infringed upon if the departure is granted.

In this case, it is not a matter of using an alternative formula for calculating parking spaces; there are no spaces available on the lot to accommodate parking. The lot is completely covered by the building. Parking and loading needs of adjacent residential areas will not be infringed upon because adequate off-street parking exists in the downtown area.

- 2.5 In making its findings, the Commission (APC) shall give consideration to the following:

- (a) The parking and loading conditions within the general vicinity of the subject property, including numbers and locations of available on- and off-street spaces within five hundred (500) feet of the subject property.

A 500-hundred foot radius from the property could be defined with the following boundaries: Eastern boundary-Yale Avenue, Western boundary-Knox Avenue past the 7-11 Shopping Center, Southern boundary-almost to Hartwick Road, and Northern boundary-College Avenue. There are 554 of off-street public parking spaces located within 500 feet from the property:

- College Park Shopping Center: 152
- City of College Park Parking Garage: 288
(typically experiences a 60% vacancy rate)
- 4300/4400 Knox Road (7-11 lot): 12
- 4400 block of Lehigh Road: 24
- 4500 block of Lehigh Road, on-street: 8
- City Hall Parking Lot: 38
- 7400 block of Yale Avenue (behind City Hall), on-street: 14
- 7400 block of Route 1 (Bagel Shop lot): 18

As for loading spaces, an off-site loading space exists on Knox Road near the property. The hours of the loading zone space are: Monday-Saturday, 6:00 AM – 11:00 AM. This loading space has served area businesses for a number of years without adverse impact.

- (b) The recommendations of an area master plan, or county or local revitalization plan, regarding the subject property and its general vicinity;

The property is located in the Downtown. The 2010 *Central US 1 Corridor, Approved Sector Plan and Sectional Map Amendment* further defines the subject property as located in the Walkable Node Character Area. The Sector Plan envisions this area with mandatory shop frontage and build-to-lines of zero feet to encourage an urban intensity of mixed uses to encourage pedestrian traffic. On-site parking lots are discouraged because they create gaps in the urban fabric. The Sector Plan envisions most of downtown parking to be provided by the parking garage. Granting the departure will support this goal and will encourage more walking and biking as an alternative mode of transportation

- (c) The recommendations of a municipality (within which the property lies) regarding the departure; and

Not applicable since the City of College Park has authority to decide this case.

- (d) Public parking facilities which are proposed in the County's Capital Improvement Program within the general vicinity of the property.

The City provides Public Parking for the downtown.

In making its findings, the Commission (APC) may give consideration to the following:

- (a) Public transportation available in the area;

Metrobus, The Bus, and Shuttle UM have stops very close to the subject site. The College Park Metrorail Station is within walking distance (approximately a mile) from the subject property.

- (b) Any alternative design solutions to off-street facilities which might yield additional spaces;

As mentioned previously, there is no alternative design solution to provide off-street parking facilities since the building covers the entire lot.

- (c) The specific nature of the use (including hours of operation if it is a business) and the nature and hours of operation of other (business) uses within 500 feet of the subject property;

Nando's Peri-Peri is a restaurant use. Hours of operation are 11:00 AM – 10:00 PM, Sunday through Thursday and 11:00 AM-11:00 PM Friday and Saturday. This area has many restaurants, retail stores and offices. The use and hours of operation are compatible with the area. The proposed departure seeks to increase the number of allowed seats in the proposed restaurant from 63 seats to 103 seats, thus increasing the proposed emergency egress use of the adjacent alley by 40 additional people, in addition to the current approximately 300 person use of the alley for the adjacent buildings. The Departure from Parking and/or Loading Spaces site plan submitted by the Applicant shows four new 2 yard trash containers and a grease containment bin to be located in the emergency egress alley and for existing fence gates with no panic bar to be re-installed, opening away from Knox Road.

Section 3

Based on the findings of fact and conclusions of law set forth herein above, the Advisory Planning Commission recommends in accordance with Section 190-9(8)(a) and (c) of the City's Code, approval of the requested departure of 14 parking spaces and 1 loading space with the following conditions:

Prior to issuance of a use and occupancy permit, the applicant shall revise their site plan as follows:

1. Dumpsters, grease containment bins, any electric transformers or other obstructions shall only be located in the area approved by the Prince George's County Fire/EMS Department's Office of the Fire Marshal, which shall not exceed forty-eight (48) inches in width measured into the alley from the face of the exterior wall of the proposed Nando's building.
2. Remove the fence gate in the alley.
3. Delineate the forty-eight (48) inches of approved encroachment area into the alley measured from the face of the exterior wall with paint or other markings so the area allowed for use is clear and provide appropriate signage on the face of the exterior wall of the proposed Nando's indicating that parking in the alley is prohibited.
4. Show the entire alley subject to the 10-foot wide ingress-egress right-of-way and identify all adjoining property owners.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of College Park, Maryland, that the application be granted for a departure of 14 parking spaces and 1 loading space subject to all the conditions set forth in Section 3 above.

ADOPTED, by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the 14th day of July 2015.

CITY OF COLLEGE PARK,
MARYLAND

Janeen S. Miller, CMC
City Clerk

Andrew M. Fellows, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Suellen M. Ferguson
City Attorney

15-G-74

CITY OF COLLEGE PARK, MARYLAND
CONTRACT NO. CP-15-0**

THIS CONTRACT is effective on _____, 2015 between the City of College Park, (hereinafter referred to as the "City") and Navitus, Inc., a corporation located at 3 Church Circle, Suite 237, Annapolis, MD 21401 (hereinafter referred to as "Contractor").

WHEREAS, the City wishes to upgrade existing lighting fixtures and/or lamps at City facilities to improve electric energy efficiency, maintain adequate illumination and reduce maintenance costs, in conjunction with the PEPCO Small Business Program and the terms and conditions of the PEPCO C&I Energy Savings Program; and

WHEREAS, the Contractor is willing to provide and install upgrades of existing lighting fixtures and/or lamps at City facilities to improve electric energy efficiency, maintain adequate illumination and reduce maintenance costs and to abide by the requirements of the PEPCO Small Business Program and the terms and conditions of the PEPCO C&I Energy Savings Program.

NOW THEREFORE, the parties hereto agree as follows:

I. SCOPE OF WORK

The City hereby engages Contractor as an independent contractor and not as an agent or employee of the City. All work shall be performed in a professional manner by licensed electricians, adhering to current accepted standards and practices. The work required of the Contractor will be performed in coordination with the City and the City's Public Works Deputy Director and Engineer who will supervise and inspect the work and are the designated Project Managers. The Contractor shall supply all labor, equipment, and materials necessary to perform the following work:

Replacement of the light fixtures on all interior levels of the parking garage and lobby, including light fixtures in the interior of four mechanical rooms and office on the first level will be included in this project, as well as all pole mounted lights on the 5th level parking deck.

The Contractor shall supply, deliver and install the lighting fixture upgrades to include the following:

136 - 100watt metal halide canopy light fixtures shall each be retrofitted with a 136 45watt LED Altech retrofit kit with a 5000k color temperature range and a 120^o beam angle, UL and DLC approved. The 136 existing fixtures will remain in place.

42 - F32 T8 2-lamp 4' fluorescent vapor tight fixtures shall be removed and replaced with new vapor tight fixtures. The new 4' fixtures will be MaxLite LSV48 series 31watt LED vapor tight 3937-3506Lm- 5000k color temperature range, UL and DLC approved.

14 - 400watt metal halide "shoebox" pole mount fixtures on the 5th level parking deck shall each be retrofitted with Noribachi 95watt LED Hex-063 light engine 5700K color

temperature range. The 9 poles with 14 “shoebox” fixture heads will remain in place. 6 poles have 6 single “shoebox” fixture heads, 2 poles have 3 “shoebox” fixtures heads and 1 pole has 2 “shoebox” fixture heads mounted.

2 – F32 T8 4-lamp 4’ fluorescent wrap fixtures will be retro fitted with MaxLite LSU Series 48.8 watt LED wraps 4625-4923 Lm-5000K color temperature range, UL and DLC approved. These 2 existing fixtures located in the “police office” shall remain in place.

Materials required for this project may be delivered and stored at the City of College Park Public Works facility during the duration of the project. The Department of Public Works will dispose of the packaging/shipping material and replaced electrical fixtures and lamps generated from this project. All material and debris generated during the course of work shall be brought back to the Department of Public Works facility at the end of every day, before the facility closes at 3:45pm. No equipment or materials shall be stored at the parking garage work site.

Access to the electrical panel will be provided by the Department of Public Works. Contractor will be responsible for de-activating electrical circuitry as required during the course of work following established standard electrical safety procedures. At the conclusion of daily work the electrical power shall be restored to the active setting.

Work shall be scheduled Monday through Friday between 7:00am and 5:00pm. Requests for Saturday or Sunday work shall be made in writing to the project manager.

The City has applied for and been granted an incentive payment of \$65,620.00 through the Small Business Program Lighting Incentive of the PEPCO C&I Energy Savings Program. Contractor shall abide by the requirements, terms and conditions of this PEPCO Program, which are attached as Exhibit A and incorporated herein by reference. The Contractor shall maintain its standing as an approved Trade Ally in PEPCO’s Small Business Program for the duration of this Contract.

II. CONTRACT TERM

The Contractor shall commence work within 5 days of notice to proceed and shall complete all work on or before 11:29 p.m. on August 21, 2015. The parties acknowledge that this Contract is subject to funding. Time is of the essence to this contract.

III. CONTRACT PRICE AND PEPCO REIMBURSEMENT

The price to be paid to the Contractor to supply, deliver and install the upgraded lighting described herein is not to exceed \$70,368.00. The Contractor shall invoice the City upon completion of the project. As outlined in the PEPCO C&I energy savings program offer letter SLC-PG4-03755 to the City of College Park, the Contractor, as Trade Ally, shall also submit a copy of the invoice that has been signed and accepted by the City, to PEPCO for re-imbusement of the registered incentive in the amount of \$65,620.00 for payment to the City of College Park.

IV. CAPACITY TO PERFORM

At all times during this Contract, the Contractor shall maintain its status as a Trade Ally with PEPCO. The Contractor represents that all equipment and personnel necessary for providing the described services and items will be available as needed. The Contractor shall perform all specified work using properly trained and skilled individuals supervised and directly employed by the Contractor. Materials and equipment furnished by the Contractor shall conform in strength, quality of materials, appearance, and workmanship to that which is usually provided by a commercial contractor in this trade.

V. STATUS OF CONTRACTOR

The Contractor shall perform the services described herein as an independent contractor and not as an employee of the City.

VI. INSURANCE AND INDEMNIFICATION

Contractor will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy with the exception of the workers' compensation policy, Contractor will name the City of College Park and PEPCO as additional insureds.

Comprehensive General Liability Insurance

- (1) Personal injury liability insurance with a limit of \$1,000,000 each occurrence/aggregate;
- (2) Property damage liability insurance with limits of \$500,000.00 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

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

Workers' Compensation Insurance. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Contract. Copies of the certificates of insurance for all required coverage shall be furnished to the City prior to beginning work.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not

intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

VII. INDEMNIFICATION.

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

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

- Exhibit A
- Required affidavits and certifications
- Warranties submitted by Contractor

IX. LICENSES, APPLICABLE LAWS

The Contractor will be responsible for obtaining any and all licenses pertaining to performance of its work under the contract. All services and materials provided by the Contractor shall conform to all applicable laws and regulations.

X. MATERIALS AND STANDARD OF WORK

All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor. The City is entitled to perform interim and final inspections of the work.

XI. ACCURATE INFORMATION

The Contractor certifies that all information provided in response to requests for information is true and correct. Any false or misleading information is grounds for the City or Club to terminate this contract.

XII. TERMINATION FOR DEFAULT

Failure of the Contractor to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents shall constitute a breach of contract. In

such event, the City or Club may give notice to the contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within five business days after receipt of notification, the City or Club may terminate any such contract. This provision shall not limit the City or Club in exercising any other rights or remedies it may have. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events;

XIV. TERMINATION FOR CONVENIENCE

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

XV. NOTICES

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

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

James McCaffrey
Navitus, Inc.
3 Church Circle
Suite 237
Annapolis, MD 21401

XVI. ERRORS IN SPECIFICATIONS

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

XVII. GOVERNING LAW

This contract is executed in the State of Maryland and shall be governed by Maryland law, excluding its conflict of law rules, as if this Contract were made and to be

performed entirely within the State of Maryland. The Contractor, by executing this Contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this contract. A party's remedies hereunder are not exclusive and are in addition to any other remedies at law or equity. A party shall not be deemed to waive any remedy available to it or any right under this Contract, at law or in equity, by virtue of any act or forbearance in enforcing such rights or remedies.

XVIII. INTERPRETATION

Any questions concerning conditions and specifications shall be directed in writing to the City Public Works Deputy Director and Engineer. No interpretation shall be considered binding unless provided in writing by the Deputy Director or Engineer. By execution of this contract, the Contractor certifies that it understands the terms and specifications.

XIX. ATTORNEYS' FEES AND COSTS

The prevailing party shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this Contract, or for damages thereunder.

XX. SUCCESSORS AND ASSIGNS

This Contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, neither party may assign any right or obligation under this contract without the other party's express written consent which may be withheld in the party's sole discretion.

XXI. ENFORCEMENT PROVISIONS.

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

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

XXII. SEVERABILITY

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

XXIII. SUBCONTRACTING

The Contractor may not subcontract any other work required under this Contract without the consent of the City. If the Contractor wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Contractor is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the City and the subcontractor.

XXIV. OTHER PAYMENTS; EXPENSES; TAXES.

The City will be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Contract, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Contract.

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

XXV. ENTIRE CONTRACT

This Contract, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Contract shall have any effect unless made in writing and signed by both parties hereto. If any provision of this Contract is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Contract; however, the parties shall amend this Contract to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

XXVI. NON DISCRIMINATION.

- a. The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.
- b. The Contractor certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.
- c. The Contractor will, in all advertisements or solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

XXVII. EQUAL BENEFITS.

- a. Consultant must comply with the applicable provisions of § 69-6 of the City Code. The Consultant shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.
- b. Upon request, the Consultant shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Consultant may not be in compliance with the provisions of this section.
- c. The failure of the Consultant to comply with § 69-6 of the City Code will be deemed to be a material breach of the covered contract.

XXVIII. RECORDS

The Contractor shall keep, maintain and provide to the City those records necessary to comply with the terms and conditions of the said C&I Energy Savings Program Small Business Program Lighting Incentive.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

WITNESS:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Joseph L. Nagro, City Manager

WITNESS:

NAVITUS, INC.

By: _____

James McCaffrey

Title: Vice President

Approved as to form and legal sufficiency

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

15-R-11

A RESOLUTION OF MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK
TO APPLY FOR AND ACCEPT COMMUNITY LEGACY FUNDING
TO BE USED FOR CALVERT ROAD SCHOOL IMPROVEMENTS

WHEREAS, the Mayor and Council of the City of College Park have determined that it is in the public interest to make provision for the environmental stabilization and partial renovation of the Calvert Road School ("Property"), which is owned by the City; and

WHEREAS, the Mayor and Council have determined that it is in the public interest to approve the application and potential receipt of financing of \$200,000.00 for a Community Legacy Project (the "Project") involving the environmental stabilization and partial renovation of the Calvert Road School, to be financed either directly by the Department of Housing and Community Development (the "Department") of the State of Maryland or through other departments or agencies of the State of Maryland.

WHEREAS, the Mayor and Council recognize that there is a significant need for reinvestment in and revitalization of the Property, which occupies a large, prominent site in the Old Town neighborhood of College Park; and,

WHEREAS, the Department, either through Community Legacy or through other Programs of the Department, or in cooperation with other State departments or agencies, may provide some or all of the financing for the Project (the "Project Financing") in order to assist in making it financially feasible; and

WHEREAS, the Project is located within a priority funding area under Section 5-7B-02 of the Smart Growth Act and the Project will conform to the local zoning code; and

WHEREAS, the applicable law and regulations require approval of the Community Legacy Project and the Project Financing by the City of College Park.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK that the Project be and it is hereby endorsed; and

BE IT FURTHER RESOLVED, that application for and receipt of up to \$200,000.00 in funding for the Project through a grant from the Department or other departments or agencies of the State of Maryland be and it is hereby approved ; and

BE IT FURTHER RESOLVED , that the Mayor and City Manager are each hereby authorized to execute documents and take any action necessary to carry out the intent of this Resolution; and

BE IT FURTHER RESOLVED, that copies of this Resolution shall be sent to the Secretary of the Department of Housing and Community Development of the State of Maryland.

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.

WITNESS:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

Andrew M. Fellows, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Suellen M. Ferguson, City Attorney

15-G-76

July 14, 2015

Mark A. Magaw
Chief of Police
Prince George's County Police Department
7600 Barlowe Road
Palmer Park, MD 20785

Dear Chief Magaw:

The City of College Park Council has voted to ratify and extend the Police Services Agreement (Agreement) between the City of College Park and Prince George's County Police Department. I have been authorized to exercise the option to extend the Agreement, per Paragraph 8, for an additional three year period from October 2014 through October 2017. By this letter, I am officially exercising that option.

Currently, only two (2) of the three (3) authorized full time positions are filled. The City intends to leave this position vacant in FY16. We have redirected the funds for this position to other purposes. The City may reconsider requesting PGPD to assign a third full time officer in FY17. Please advise me if the County requires any other action to allow this Agreement to be extended.

We believe this Agreement has enabled the City to become a better partner in providing police services for our City residents. The additional full-time police officers provided by this Agreement, along with the part-time officers allowed by the Memorandum of Understanding, which you shepherded through the County approval process in 2004, has allowed the City to benefit from having a supplemental force of officers patrolling our neighborhoods. This City-funded program supplements the excellent primary police services provided by PGPD through our resident's County taxes. We look forward to a continued partnership with Prince George's County Police Department.

Sincerely,

Joseph L. Nagro
City Manager

Enclosure: Police Services Agreement

**POLICE SERVICES AGREEMENT
PRINCE GEORGE'S COUNTY AND CITY OF COLLEGE PARK**

This Agreement made this 15th day of October, 2008 by and between Prince George's County, Maryland, a body corporate and politic, hereinafter called the County, and the City of College Park, a municipal corporation of the State of Maryland, hereinafter called the City.

WHEREAS, the parties believe it is in the best interest of all parties to have coordinated law enforcement efforts;

WHEREAS, the City does not now have its own law enforcement agency;

WHEREAS, the City desires to have enhanced police presence and capabilities within its geographic boundaries for supplemental services; and

WHEREAS, the City, with the permission of the County, currently directly employs a number of part time County officers ("part time officers") to provide supplemental police services; and

WHEREAS, the City has determined that increased police presence for supplemental services through employment of full time County officers ("full time officers") directly through the County is in the public interest and would support the general health, safety and welfare of City residents; and

WHEREAS, the parties desire to contract for said supplemental police services as are specifically described herein.

NOW THEREFORE, the premises considered, the parties do hereby agree as follows:

1. Agreement to Supply Supplemental Police Service. The County, for and in consideration of the payments hereinafter agreed to be made by the City, hereby covenants and agrees to furnish the City three full time police officers during the life of this contract, available for a maximum of 6240 hours of supplemental police services per annum, said hours to be scheduled by agreement between the parties to best serve the purposes of this Agreement. The number of full time officers to be provided may be increased or decreased as the City's needs require upon agreement of the parties. The total hours includes the time an officer is required to attend court on cases resulting from policing activities which occur during full time assignment to the City and for in-service training that shall not exceed forty (40) hours in any contract year. When the use of sick and injured, annual, administrative, reserve, or any other type of leave of any one officer, or the time that an officer is placed on light duty, exceeds fifteen (15) consecutive scheduled work days, the County shall provide a substitute officer until the officer is returned to full duty. The assigned officers shall have the rank of police officer, police officer first class or corporal. The selection and performance of all persons assigned as full time officers must be acceptable to the City and County. Any officer whose selection or performance is not

acceptable to the City or County will be reassigned. The City and County shall engage in periodic review of the full time services provided under this Agreement at least once per quarter. The City and the County agree to formulate evaluation standards for use during such periodic reviews.

2. Place and Nature of Services. The full time officers provided under this Agreement will render supplemental services, which shall in no way affect or replace the regular police services provided by the County in the regular course of police patrols, and/or by special assignment teams, as may now or hereafter be generally provided for County citizens within the City. In the event this regular service is required to be enhanced as a result of population increase, general disturbances, or other similar reasons, the regular course of increased service will be provided without cost or expense to the City. Full time officers and the City will coordinate with the investigative command in District I and the officers will attend regular meetings to discuss crime trends in the District. Full time officers are not required to attend roll call in the District. Full time officers are required to check the City and County alerts located at the City Hall police office at the beginning of each shift.

In order to provide the City with the best possible use of these full time officers, the Prince George's County Public Safety Communications dispatchers will not dispatch the full time officers. Generally, full time officers shall follow the direction of the City with respect to their duties during a shift. Full time officers will not be dispatched by the County as primary or reporting officers except in emergency situations. Full time officers are authorized to be primary or reporting officers for incidents that they witness and may, at their discretion or as directed by the City, take reports from citizens for lower priority County calls and assist with traffic control at an incident when sufficient on-duty officers are not available. The County further agrees that such services will include the enforcement of the State statutes and County ordinances. Full time officer duties do not include enforcement of City ordinances, provided, however, that full time officers may be assigned to accompany City code enforcement officers while enforcing City law.

Full time officers shall remain within City limits while on duty. Full time officers will not be dispatched to calls for service outside of City limits. This provision shall not prevent full time officers from being dispatched to critical incidents outside the City where there is a risk of imminent, grievous bodily harm and when the full time officer is the closest available officer to the incident.

The services provided hereunder are deemed to be supplemental law enforcement functions, as contemplated in Paragraph 1 of this Agreement, within the corporate limits of the City, and in addition to the regular patrol protection provided by the County Police Department. These services will not in any manner supplant or replace regular patrol services provided by the County Police Department and will not be considered as services that would be subject to tax differential consideration.

The Chief of Police of Prince George's County shall make all determinations in scheduling and designating the patrols of officers supplied under this Agreement, subject to the approval of the City Manager. The standards of performance, evaluation and disciplining of officers, other matters incident to the performance of the services to be provided hereunder, and

the control of personnel providing such services shall be in accordance with County practices and the Police General Order Manual.

The parties recognize that the City also directly employs part time County police officers. The parties agree that the full time officers and part time officers will coordinate with each other and cooperate in providing services to the City. The parties also recognize that cooperation between the full time and part time officers is critical to the success of this program.

3. Personnel and equipment. The County shall furnish and supply all necessary labor, supervision, equipment, vehicles with computer terminals, communication facilities, and supplies necessary to maintain the performance of services to be rendered hereunder. The City, subject to the approval of the Chief of Police, may issue additional equipment as required for provision of services under this Agreement. Full time officers shall carry City issued radios at all times while on duty. Radios issued by the City shall only be used to communicate with City employees and will not be used in lieu of County Police radios when County Police regulations and protocols require the use of County Police radios. In the event it shall be decided by the parties hereto that a law enforcement headquarters be maintained within the City limits, the City shall furnish it at its own cost and pay for the expenses of office space, furniture, furnishings, office supplies, custodial services, telephone, heating and electrical services, water and other utilities. Any files, disks, desks, lockers, etc. must be available for inspection by the County Police Department's designated supervisor at any time. If such law enforcement headquarters is established, such quarters may be used by the Chief of Police of the County or his designees, in connection with the performance of police protection services in areas outside the City boundaries, without expense to the County, and the performance of such duties are not chargeable to the City. In special instances where special supplies, stationery, notices, forms and similar material are to be issued in the name of the City, the same is to be supplied by the City at its own expense. The City agrees to provide to the County the funds to purchase one police patrol vehicle every four years this agreement is in existence; the City will not be responsible for the cost of equipping the patrol vehicle. The first vehicle under this Agreement will be purchased in October 2012.

4. Designation of Employees. All persons employed in the performance of police services and functions, as herein set forth, shall be County employees with all rights and privileges of the Merit Regulations and the Personnel Law, including attendance and leave, and no person employed for the herein described purposes shall have the benefit of any City employee benefit, pension, civil services or any such status or right. To the extent permitted by law, each County officer or employee engaged in performing any services under this Agreement shall be an agent of the County. Whenever said officer or employee is enforcing a State law or County ordinance while engaged in performing any service under this Agreement, the County, to the extent permitted by law, agrees to hold harmless and indemnify the City from any liability connected therewith.

5. Obligation of the City. The City shall provide full cooperation and assistance to the County, its officers, agents and employees in order to facilitate and accomplish the services performed under this Agreement. The City shall not be required to pay or assume any liability for the payment of any salaries, wages or other compensation to any County employee for injury

or sickness arising out of his or her employment. The City shall designate a representative to act in the capacity of liaison between the City and representatives of the Chief of Police in matters pertaining to operational policies or procedures of full time officers.

6. Payment. The City shall pay the County for the cost of the full time officers consistent with the actual costs incurred by the County for the designated full time officers. The Chief of Police is to render a statement at the close of each semi-annual period, and the City shall pay the amount therein set forth within thirty (30) days after the receipt of such statement. If such payment is not received by the County within thirty (30) days after rendition of the billing, the County may satisfy such payment from any funds of the City in the hands of the County without advance notice to the City of the County's intention to do so, or proceed in the manner provided by law to collect such indebtedness.

7. Contract Sum. The City's reimbursement to the County shall be at the actual salaried rate of the officers, regardless of rank, plus all additional costs reflected in Attachment 1, which is incorporated herein. It is mutually agreed that the costs provided in Attachment 1 are an estimate. In the event any officer is replaced, a revised attachment shall be provided by the County reflecting the revised actual salary pay rate and reimbursement costs of the new officer and incorporated herein. This procedure shall remain for subsequent replacements. After the first year of the term of this Agreement, or on or before the first day of _____ next succeeding the date hereof, the Chief of Police of the County shall submit to the City an estimate of the costs of the County for the performance of the services to be rendered hereunder. Estimates shall include:

(a) The actual sum of the basic salaries for each fiscal year of the police officers necessary to perform the services contemplated in this Agreement. The officers shall have the rank of police officer, police officer first class or corporal.

(b) The cost of the following County employee benefits to the police officer multiplied by number of officers necessary to perform the services contemplated herein:

- (1) Major Medical, Optical and Prescription Plans
- (2) Retirement
- (3) Workers' Compensation
- (4) Life Insurance
- (5) Supplemental Insurance
- (6) Professional Liability

(c) Clothing Allowances multiplied by the number of officers necessary to cover the services agreed upon.

(d) Special Pays, including Shift Differential, Holiday Pay, Court Time and Overtime.

(e) Annual Leave, Sick Leave, Discretionary Leave and Personal Leave.

(f) The actual cost of vehicles and any rental equipment for the vehicles.

- (g) The cost of vehicle maintenance, gasoline and oil necessary to operate the vehicles.
- (h) The cost of vehicle insurance.
- (i) The cost of radio maintenance.

The aforementioned estimates shall be considered by the City and an amount arrived at and appropriated by the City in its budget for the ensuing fiscal year. Billings thereafter shall be accomplished as aforesaid and payment is to be made in accordance with the provisions of this Agreement.

8. Term. This Agreement shall be for a term of three years and shall be effective on the date of execution. At the option of either party with the acceptance by the other, this Agreement shall be renewable for successive periods not to exceed three years each. However, in the event that County funds required to perform this Agreement are not appropriated for a later fiscal year, the County's performance hereof shall terminate immediately upon the close of the year for which funds have been appropriated. Likewise, in the event that City funds required to perform this Agreement are not appropriated for a later fiscal year, the City's participation hereof shall terminate immediately upon the close of the fiscal year for which funds have been appropriated. Notwithstanding the provisions contained herein, either party hereto may terminate this Agreement upon notice in writing to the other party not less than two calendar months prior to the date of such termination.

9. Equipment. All equipment issued by the County and used in the performance of this Agreement, including vehicles, firearms, communication equipment and supplies shall remain the property of the County. All equipment issued by the City shall remain property of the City. The police vehicles assigned to the City under this Agreement shall, in addition to any County insignia displayed, include a display of the name of the City in easily discernible letters of comparable size and numerals as the County designation.

10. Reports. Incidental to and in addition to the services performed hereunder, the County shall furnish daily police reports of the activities of the officers assigned to perform the services of this Agreement. Such reports are to be delivered within a reasonable time to the Office of the City Manager. Full time officers shall provide those reports required by the City. The County agrees to provide updated information and beat book information to the City on a daily basis for both full time and part time officers to review. Further, the County agrees to provide COMPSTAT for Part I and Part II offenses and requested production reports for Baker 6 and 7 to the City as they become available. The City shall provide a facsimile machine for use by contract officers in the office space provided at City Hall. This machine shall be used to send reports generated by contract police officers to District One Headquarters on a daily basis. Further, the City shall provide by facsimile to District One Headquarters a copy of the weekly reports concerning police activity that are generated by the City's Public Services Department.

11. Terms and Conditions. This Agreement contains all the terms and conditions agreed

upon by the parties hereto and supersedes and cancels any and all previous agreements. No other agreements, oral and otherwise, shall be deemed to exist to bind any of the said parties with regard to the extra police services as set forth herein. This provision does not apply to a Memorandum of Understanding dated February 13, 2004, allowing the City to hire off duty Prince George's County police officers to perform supplemental duties in a secondary employment capacity, which shall remain in full force and effect. Any and all changes and/or modifications to this agreement by either party must be made in writing.

IN WITNESS WHEREOF, the City of College Park, pursuant to a Resolution duly adopted by its City Council on Aug. 12, 2008, has caused this Agreement to be signed by its Mayor and attested by its City Clerk, and Prince George's County has caused the same to be executed by the County Executive, or his designee, on the day and year first above written.

[THE REMAINDER OF THE PAGE WAS LEFT INTENTIONALLY BLANK.]

Attest:

CITY OF COLLEGE PARK, MARYLAND

Janeen S. Miller
Janeen S. Miller, City Clerk

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

PRINCE GEORGE'S COUNTY, MARYLAND

William E. Smith
Witness

By: Iris B. Boswell
Iris B. Boswell
Deputy Chief Administrative Officer for
Budget, Finance and Administration

REVIEWED AND APPROVAL RECOMMENDED:

Roberto L. Hylton
Roberto L. Hylton
Chief of Police

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Steph C. O'Connell
Associate County Attorney
Office of Law, Prince George's County, Maryland

Suellen M. Ferguson
Suellen M. Ferguson, City Attorney

Attachment 1 Police Services Agreement - Cost Estimate

Basic Salary:

Hourly Rate	\$31.4573	Estimated for 7 year officer (2 years as at Corporal)
Annual Salary	\$65,431	

Fringe Benefits:

Optical	160
Prescription Plan	2,585
Major Medical	9,593
Retirement	10,338
Workers' Compensation	1,832
Life Insurance	387
Supplemental Insurance	654
Professional Liability	1,500

Other Contractual Costs:

Clothing Allowance	1,350
Shift Differential	2,755
Holiday Pay	1,887
Court Time	708
Overtime	944
Annual Leave	6,543
Sick Leave	1,840
Discretionary	944
Personal	377

Vehicle Costs:

Vehicle Maintenance	3,036
Gas and Oil	2,058
Insurance	1,200
Radio Maintenance	106

Total Estimated Cost **\$116,229** **Per Officer Per Year**

Total Estimated Cost **\$348,687** **Three Officers Per Year**

15-G-77

July 14, 2015

Ms. Barbara Hermanson, Chair
Riders Advisory Council
Washington Metropolitan Area Transit Authority
600 5th Street, NW
Washington, DC 20001

Dear Ms. Hermanson:

I am writing on behalf of the College Park City Council and residents to express our concern about the proposed reduction in service on Metro's Green Line by increasing headways from six minutes to eight minutes during rush hour.

Our understanding is that Metro's goal is to improve service on the Blue Line, which will necessitate a reduction in service on the Orange and Silver Lines because they share tracks. But we question the need to also reduce service on the Green and Yellow lines which do not share the same tracks. We urge you to seek an alternative solution without negative impacts to Green and Yellow line service.

Many College Park residents rely on the Green Line to commute to work, and students, faculty and staff use the Green Line to reach the College Park campus of the University of Maryland. The proposed reduction in rush hour service will have a negative impact on riders.

We believe that having a variety of reliable transit options is important so that our regional transportation grid functions better and we can attract development to our transit stations. Reducing headways at this time will move us away from that goal.

We urge Metro to find a solution to the Blue Line problems that is not detrimental to the Green Line.

Sincerely,

Andrew M. Fellows
Mayor

cc: County Council Member Dannielle Glaros, District 3
County Council Member Mary Lehman, District 1

15-G-75

(Motion to be
provided
Monday)

15-G-78

15-G-79

Appointments to Boards and Committees

15-G-79

Councilmember Brennan:

- Lois Donaty to the Animal Welfare Committee

Worksession: “One College Park” initiative

One College Park Initiative

The success of the city's first and probably most unique goal in the 2015 - 2020 strategic plan - One College Park - relies on the engagement of all who live and work here. Staff has been identified to lead a number of action items to achieve this goal, but it is important that we actively and intentionally engage with the diverse groups of residents in our community. Residents should be empowered to influence city practice and policy for the purpose of bringing our communities together across physical boundaries, but also across age, gender, race, religion, culture, disability, and other issues that make our city unique. This means identifying opportunities to educate, foster understanding between College Park's diverse citizenry, and sponsor and promote citywide social activities.

In order to reach this goal, we propose that the City Council establish a One College Park Committee, which will be charged with addressing and making recommendations regarding issues impacting promotion and celebration of the diversity of College Park's resident community. This committee, which would ideally include residents representing a wide range of ethnic groups and other minorities in our community, would consider ideas and proposals to ensure that the city is adequately serving the wide range of diverse College Park residents, including the LGBT community, people with disabilities, and religious and ethnic minorities. Residents could (anonymously or not) submit suggestions and raise concerns about issues in the city that the city government might be able to address. The One College Park Committee would then make recommendations to the Mayor and Council and/or City Manager about ways to address these issues. The Committee could also explore ways to better engage with residents whose voices are currently underrepresented in city government.

Ideas from the action plan that could be worked on in this committee:

- Develop a "Neighbors helping Neighbors" program
- Build on existing community events such as Maryland Day, College Park Day, and National Night Out, and promote City and UMD events and community-engagement activities
- Identify effective models and activities to strengthen and support citywide community building

Other ideas this committee could work on might include:

- Establish a Volunteer Corps.
- Promotion of diversity
 - MEI Scorecard
 - Annual Black Issues Conference
 - Advocate for multilingual services
 - On-campus town hall meetings for students to provide feedback to city government
- Coordinate with University programs that seek to educate residents about municipal issues
- Coordinate social events that bring different groups together
- Promote and host debates on important topics
- ...

I. Non-Discrimination Laws

This category evaluates whether discrimination on the basis of sexual orientation and gender identity is prohibited by the city, county, or state in areas of employment, housing, and public accommodations.

	STATE	COUNTY	CITY	AVAILABLE
Employment				
Housing				
Public Accommodations				
SCORE	X out of 30			

II. Municipality as Employer

By offering equivalent benefits and protections to LGBT employees, and by awarding contracts to fair-minded businesses, municipalities commit themselves to treating LGBT employees equally.

	CITY	AVAILABLE
Non-Discrimination in City Employment		
Transgender-Inclusive Healthcare Benefits		
City Contractor Non-Discrimination Ordinance		
SCORE	X out of 24	
BONUS Inclusive Workplace		

PTS FOR SEXUAL ORIENTATION PTS FOR GENDER IDENTITY **BONUS PTS** for criteria not accessible to all cities at this time.

FOR MORE INFORMATION ABOUT CITY SELECTION, CRITERIA OR THE MEI SCORING SYSTEM, PLEASE VISIT HRC.ORG/MEI. All cities rated were provided their scorecard in advance of publication and given the opportunity to submit revisions. For feedback regarding a particular city's scorecard, please email mei@hrc.org.

III. Municipal Services

This section assesses the efforts of the city to ensure LGBT constituents are included in city services and programs.

	STATE	COUNTY	CITY	AVAILABLE
Human Rights Commission				
LGBT Liaison to City Executive				
Enumerated Anti-Bullying Policies				
SCORE	X out of 16			
BONUS NDO enforcement by Commission/Executive				
BONUS City provides services to/supports LGBT youth				
BONUS City provides services to/supports LGBT homeless				
BONUS City provides services to/supports LGBT elderly				
BONUS City provides services to/supports people living with HIV/AIDS				

IV. Law Enforcement

Fair enforcement of the law includes responsible reporting of hate crimes and engaging with the LGBT community in a thoughtful and respectful way.

	CITY	AVAILABLE
LGBT Police Liaison or Task Force		
Reported 2013 Hate Crimes Statistics to the FBI		
SCORE	X out of 22	

V. Relationship with the LGBT Community

This category measures the city leadership's commitment to fully include the LGBT community and to advocate for full equality.

	CITY	AVAILABLE
Leadership's Public Position on LGBT Equality		
Leadership's Pro-Equality Legislative/Policy Efforts		
SCORE	X out of 8	
BONUS Openly LGBT elected or appointed municipal leaders		
BONUS City tests limits of restrictive state law		

TOTAL SCORE XXX + TOTAL BONUS XX = Final Score XXX

CANNOT EXCEED 100

**Worksession:
Commuter
Shuttle Bus
Service for
Residents**



MEMORANDUM

TO: Mayor & Council
THROUGH: Joseph L. Nagro, City Manager
FROM: Robert Stumpff, Director of Public Works
Stephen Groh, Director of Finance
DATE: July 1, 2015
SUBJECT: City-operated shuttle bus service

ISSUE:

Two requests for shuttle bus service were included in the FY16 Mayor & Council Wish List. Both of these requests were tabled during the Saturday budget worksession and placed on the budget “parking lot” for future investigation and consideration.

One request is for shuttle bus service for residents of College Park Woods to the College Park Metro station during peak hours M-F 6am-9am and 4pm-7pm (3 hours for each shift).

The second request is for circulator bus service between College Park Woods, North College Park and the Greenbelt Metro station (main entrance) M-F 7am-9am and 5pm-7pm (2 hours for each shift).

DISCUSSION:

Both of these requests assumed use of one of the City’s Call-a-Buses and required some coordination to not conflict with use of these buses for the YFS and Seniors Programs. However, it was mentioned in the response to the wish list items that these proposals violated Call-a-Bus regulations, which stipulate that these buses be used only for seniors and persons with disabilities. The Call-a-Buses were provided and are owned by Prince George’s County under grants from the Maryland Statewide Special Transportation Program (SSTP). The wish list response included the approximate cost of each request, using 2 CDL bus drivers with passenger endorsement, additional vehicle fuel and maintenance, totaling \$87,200 for the College Park Woods request and \$62,000 for the Woods/North College Park request. The estimated cost for the Woods request is higher due to longer hours of each shift. The 21-passenger bus owned by the City is used on a regular basis for seniors and Lakeland Stars uses and would not be available for this shuttle.

We have learned that the Town of University Park has been instructed to “cease and desist” from using their Call-a-Bus for a shuttle bus service similar to what is requested in the City. University Park is planning to purchase a new 16/20 passenger bus for \$63,449 to use for their shuttle. The difference between the 16 and 20 passengers relates to whether the bus is factory-configured to accommodate 2 wheelchairs. The 2015 bus University Park is purchasing is on a Montgomery County contract that the City could “ride” if any of the contract buses are still

available. If they are not, the cost for a 2016 bus would probably be higher. The manufacturing lead time is approximately 10 weeks. University Park has already determined that they will need a “spare” bus to cover any downtime, maintenance or breakdown of the original bus.

To cover the morning and afternoon shifts, we would need 2 part-time CDL drivers, plus backup drivers to cover illness or leave for the primary drivers. The wish list discussion assumed a fairly low estimate for vehicle fuel and maintenance as we assumed that we were only covering additional mileage on an existing vehicle. If a new bus were purchased, those costs would probably be higher and would need to include vehicle insurance.

The differences between the 2 budget wish list items involve the duration of the shifts (3 hours vs. 2), number of roundtrips per shift and the route. These items could be worked out after the bigger decision is made on whether the City wants to provide this service.

Currently, the City is paying \$6,000 per year to UMD Transportation Services (DOTS) to allow City residents (with a City-issued pass) to ride any Shuttle UM vehicle at no cost. There are routes similar to the wish list requests but they involve changing buses, probably at the Stamp Student Union, and may only go to the College Park Metro station. Our records show that 75 residents in College Park Woods and 301 residents in North College Park have a Shuttle UM pass from the City. UMD DOTS does not provide us with any statistics of how many City residents actually ride Shuttle UM.

There are also issues relating to whether a City-operated shuttle bus service would subject the City to the “common carrier” rules and regulations. This would be a matter for the City Attorney to discuss.

These requests provide additional services to 2 City neighborhoods only. At this time, we have not performed a “needs assessment” to determine how many people would use a City-operated shuttle bus service. In College Park Woods, turnaround space is limited on St. Andrews Place, which would influence the size of bus that could operate the shuttle. Our investigation of costs was limited to the cost of a new bus, labor costs and estimated operating costs. We have not discussed contracting out this service with either DOTS or other shuttle bus operators. For example, Federal agencies in the area (such as FDA, NIH, etc.) use WT Travel Services to shuttle their employees between different jobsites. An advantage of contracting out (rather than purchasing a bus) would be that the service could be discontinued per contract terms if ridership is not up to projections. In addition, shuttle operators have backup equipment and drivers which we might not have.

STAFF RECOMMENDATIONS:

1. Perform a “needs assessment” in an effort to accurately project the need for this service.
2. Determine whether there are current transit services that provide equivalent service.
3. Continue investigating the cost of purchasing a bus that could navigate the neighborhoods involved and how to cover the need for backup.
4. Investigate the possibility and cost of contracting this service out to UMD Transportation Services or other shuttle operators. If contracted, require that the contractor provide ridership counts on a monthly basis. If ridership falls short of projections, this contract could be terminated.