



TUESDAY, SEPTEMBER 8, 2015
CITY OF COLLEGE PARK
COUNCIL CHAMBERS

7:15 P.M.

PUBLIC HEARING ON ORDINANCE 15-O-04

An Ordinance Of The Mayor And Council Of The City Of College Park, Amending Chapter 175 "Taxation", Article IV, "Revitalization Tax Credit", Sections §175-9 "Eligibility Requirements"; §175-10 "Eligibility Criteria"; §175-11 "Tax Credit – Amount And Term"; §175-12 "Application Process"; And §175-13 "Waiver", To Change Eligibility Requirements And Criteria, To Clarify That A Tax Credit Will Be Granted Only If Financially Feasible, To Clarify The Application Process, And To Delete A Certain Waiver Option.

7:30 P.M.

MAYOR AND COUNCIL MEETING
AGENDA

MEDITATION

PLEDGE OF ALLEGIANCE: Councilmember Kabir

ROLL CALL

MINUTES: Special Session on August 5, 2015; August 11, 2015 Regular Meeting; Transcript in Lieu of Minutes for Oral Argument held on August 11, 2015 in CPD-2015-01; Confidential Minutes of Closed Sessions held on July 14 and August 5, 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

Presentation of the 2015 "Jack Perry Award" to Ms. Jackie Kelly

CONSENT AGENDA

- 15-R-14 Approval of a 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-2015-04, 4803 Lackawanna Street, College Park, Maryland, Recommending Approval Of Variances From The Prince George's County Zoning Ordinance: Section 27-442(C) Prescribing Maximum Lot Coverage And Section 27-442(E) Prescribing Minimum Front Yard Setback
- 15-R-15 Approval of a 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 A Non-Conforming Use CNU-2015-01 For College Park Wesleyan Church, 4915 Edgewood Road, College Park, Maryland Recommending Approval Of The Request For Certification Of A Non-Conforming Use
- 15-R-16 Approval of a Resolution Of The Mayor And Council Of The City Of College Park, Maryland To Dissolve The Farmers Market Committee
- 15-R-17 Approval of a Resolution Of The Mayor And Council Of The City Of College Park, Maryland To Dissolve The Sustainable Maryland Certified Green Team
- 15-G-93 Approval of Fall Field Use Requests from College Park Boys and Girls Club for use of Duvall and Calvert Road Fields
- 15-G-94 Approval of a Sunday Field Use Request for Duvall Field from Berwyn Baptist Church
- 15-G-95 Approval of a Sunday Field Use Request for Duvall Field from Open Bible Deaf Church
- 15-G-96 Approval of a request by Mr. John Saylor, 5209 Kenesaw Street, to park a prohibited vehicle (trailer) on Kenesaw Street
- 15-G-97 Approval of the Renewal of MOU with University of Maryland Department of Transportation Services for resident and College Park employee ridership of Shuttle-UM in the amount of \$6,000
- 15-G-98 Under the City Manager's employment agreement, the Mayor and Council may approve bonuses for the City Manager, and have done so in the past. Joe Nagro, our retiring City Manager, agreed to extend his retirement date, originally set for June, 2015, to September, 2015, in order to stay on board while the Mayor and Council continued the process of selecting a new City Manager. In recognition of this benefit, the Mayor and Council have decided to give the City Manager a bonus of \$5,000. Instead of a cash award, the Mayor and Council and Mr. Nagro have agreed that the \$5,000 bonus will be applied

Motion By:
To: Approve
Second:
Aye: ____ Nay: _
Other: _____

toward the City Manager's purchase of the City vehicle he currently uses, a 2009 Chevrolet Equinox. This vehicle is valued at approximately \$10,000. Mr. Nagro will purchase the vehicle from the City for the remaining balance of \$5,000. This motion will approve the sale of this vehicle to Joe Nagro at the reduced price of \$5,000.

ACTION ITEMS

- | | | |
|----------|---|--|
| 15-G-99 | Approval of a City Position on the application by College Park Liquors for a BOLC Special Sunday Off-Sale Permit | Motion By: Stullich
To: Approve
Second:
Aye: ___ Nay: ___
Other: _____ |
| 15-G-100 | Award of contract for bikeshare to Zagster, Inc., in an amount not to exceed \$300,000 for the City-funded portion of the program, subject to review and approval by the City Attorney | Motion By: Kabir
To: Approve
Second:
Aye: ___ Nay: ___
Other: _____ |
| 15-O-04 | Adoption of Ordinance 15-O-04, An Ordinance Of The Mayor And Council Of The City Of College Park, Amending Chapter 175 "Taxation", Article IV, "Revitalization Tax Credit", Sections §175-9 "Eligibility Requirements"; §175-10 "Eligibility Criteria"; §175-11 "Tax Credit – Amount And Term"; §175-12 "Application Process"; And §175-13 "Waiver", To Change Eligibility Requirements And Criteria, To Clarify That A Tax Credit Will Be Granted Only If Financially Feasible, To Clarify The Application Process, And To Delete A Certain Waiver Option. | Motion By: Wojahn
To: Adopt
Second:
Aye: ___
Nay: ___
Other: _____ |
| 15-G-101 | Appointments to Boards and Committees | Motion By:
To: Approve
Second:
Aye: ___ Nay: ___
Other: _____ |

COUNCIL COMMENTS

COMMENTS FROM THE AUDIENCE

ADJOURN

INFORMATION/STATUS REPORTS (For Council Review)

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

**7:15 P.M.
PUBLIC
HEARING
15-0-04**

ORDINANCE
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, AMENDING
CHAPTER 175 “TAXATION”, ARTICLE IV, “REVITALIZATION TAX CREDIT”,
SECTIONS §175-9 “ELIGIBILITY REQUIREMENTS”; §175-10 “ELIGIBILITY
CRITERIA”; §175-11 “TAX CREDIT – AMOUNT AND TERM”; §175-12
“APPLICATION PROCESS”; AND §175-13 “WAIVER”, TO CHANGE ELIGIBILITY
REQUIREMENTS AND CRITERIA, TO CLARIFY THAT A TAX CREDIT WILL BE
GRANTED ONLY IF FINANCIALLY FEASIBLE, TO CLARIFY THE APPLICATION
PROCESS, AND TO DELETE A CERTAIN WAIVER OPTION.

WHEREAS, the State of Maryland, pursuant to 9-318(g) of the Tax-Property Article, Annotated Code of Maryland, has authorized the establishment of revitalization districts by resolution for the purpose of encouraging redevelopment and the granting of a property tax credit against the City’s real property tax for a property located within the revitalization district that is constructed or substantially redeveloped in conformance with adopted eligibility criteria and reassessed as a result of the construction or redevelopment at a higher value than that assessed prior to the construction or redevelopment; and

WHEREAS, the Mayor and Council determined that it is in the public interest to provide for the establishment of revitalization tax districts and to set the criteria for designation of such districts, and adopted Article IV, Revitalization Tax Credit, of Chapter 175, “Taxation” for this purpose; and

WHEREAS, the Mayor and City Council have determined that it is in the public interest to amend certain provisions of the Revitalization Tax Credit Article.

Section 1. NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland that Chapter 175 “Taxation”, Article IV “Revitalization Tax Credit” §175-9, “Eligibility requirements” be and it is hereby repealed, re-enacted and amended to read as follows:

CAPS	: Indicate matter added to existing law.
[Brackets]	: Indicate matter deleted from law.
Asterisks * * *	: Indicate matter remaining unchanged in existing law but not set forth in Ordinance

§175-9 Eligibility requirements.

To be eligible for the tax credit, a property must meet the following eligibility [criteria]

REQUIREMENTS:

- A. Improvements must include new construction, reconstruction, or rehabilitation of residential ~~[(excluding single family detached)]~~, commercial, hospitality, or mixed-use properties, EXCLUDING SINGLE FAMILY DETACHED HOUSING, MULTI-FAMILY HOUSING INTENDED TO HOUSE UNDERGRADUATE STUDENTS, AND DIRECT, EXTERIOR ROOM ACCESS HOTELS AND MOTELS.
- B. The applicant must be in good standing with the City ~~[of College Park's Public Services and Finance Departments]~~. In order to be in good standing, applicants may not have any outstanding code OR ZONING violations or be delinquent on any payments including, but not limited to, trash bills, permit fees, FINES and City tax payments.
- C. Projects are ineligible for this program if they are located within a tax increment financing district at the time of application, OR IN A REGIONAL INSTITUTION STRATEGIC ENTERPRISE ("RISE") ZONE DESIGNATED UNDER §5-1401 OF THE ECONOMIC DEVELOPMENT ARTICLE, ANNOTATED CODE OF MARYLAND AND ARE LOCATED ON A PROPERTY RECEIVING OR APPLYING FOR A TAX CREDIT UNDER §9-103.1 OF THE TAX-PROPERTY ARTICLE, ANNOTATED CODE OF MARYLAND. IN ADDITION, THE OWNERS AND ASSIGNS OF ANY PROPERTY RECEIVING A CITY TAX CREDIT UNDER THIS ARTICLE MUST AGREE TO FOREGO ANY FUTURE APPLICATION OR RECEIPT OF A RISE ZONE TAX CREDIT.
- D. * * * *

E. AN APPLICATION FOR A CITY TAX CREDIT SHALL BE SUBMITTED NO LATER THAN THE DATE OF ACCEPTANCE FOR THE INITIAL DETAILED SITE PLAN FOR THE PROJECT BY THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION (M-NCPPC), IF APPLICABLE, OR THE SUBMISSION OF A BUILDING PERMIT APPLICATION TO PRINCE GEORGE'S COUNTY. Projects that are under construction, completed, or have an approved detailed site plan or building permit prior to the adoption of this program are not eligible for the tax credit.

Section 2. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park Maryland that Chapter 175 “Taxation”, Article IV “Revitalization Tax Credit” §175-10, “Eligibility criteria” be and it is hereby repealed, re-enacted and amended to read as follows:

§175-10 Eligibility criteria

When evaluating whether a project will receive a tax credit under this article, the City Council will use the following criteria. For projects located within the boundaries of Tax Credit District 1, at least 4 of the criteria must be met; and for projects located within the boundaries of Tax Credit District 2, at least 2 of the criteria must be met.

A. The MAJORITY OF THE LAND AREA OF THE PROPERTY UPON WHICH project is located IS within a ½-mile radius of an existing or under construction rail station for THE Washington Metropolitan Area Transit Authority, Maryland Area Regional Commuter, Maryland Transit Administration, or similar agency.

B. * * * *

- C. The project involves the SIGNIFICANT INVESTMENT OF FUNDS IN THE buyout of leases, SUCH AS LONG TERM LEASES, to facilitate redevelopment.
- D. The project will complete, or commit funds for, substantial infrastructure improvements such as a new or relocated traffic signal, a public street, a public park, a public parking garage, undergrounding of utilities, or SUPPORT FOR a bikeshare SYSTEM [station].
- E. The project [meets] EXCEEDS the REQUIRED PRINCE GEORGE'S COUNTY minimum green building guidelines as established by the US Green Building Council's LEED [Silver] Certification for the project's appropriate rating system AND IN ANY EVENT MEETS THE MINIMUM STANDARDS FOR A LEED SILVER CERTIFICATION. A LEED scorecard must be submitted with the detailed site plan application and evidence of certification MUST BE SUBMITTED at the time of final application for the tax credit.
- F. The MAJORITY OF THE LAND AREA OF THE PROPERTY ON WHICH THE project is located IS within one of the walkable development nodes designated in the approved Central US 1 Corridor Sector Plan.
- G. The project involves the demolition of an existing non-historic structure, which has been vacant at least one year, OR THE DEMOLITION OF A HOTEL OR MOTEL WITH DIRECT EXTERIOR ROOM ACCESS.
- H. * * * *.
- I. The project has secured at least one locally-owned, non-franchise business TOTALLING AT LEAST 1,000 SQUARE FEET OF SPACE as evidenced by executed lease agreements OF AT LEAST FIVE YEARS DURATION at the time of final application for the tax credit.

- J. The project provides AT LEAST 1,000 SQUARE FEET OF space for a business incubator, community center, art gallery, or similar public-benefit use.

Section 3. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park Maryland that Chapter 175 “Taxation”, Article IV “Revitalization Tax Credit” §175-11, “Tax credit - amount and term” be and it is hereby repealed, re-enacted and amended to read as follows:

§175-11 Tax Credit: amount and term

An eligible property may receive a five-year tax credit on City real property taxes based on the increased assessment attributed to the taxable improvements upon project completion as determined by the Supervisor of Assessments. The tax credit shall be in an amount equal to 75% of the increased assessment of City tax imposed in the first year; 60% in the second year; 45% in the third year; 30% in the fourth year; and 15% in the fifth year, PROVIDED HOWEVER, THAT IF SUCH A TAX CREDIT IS NOT FINANCIALLY FEASIBLE BASED ON CITY BUDGET CONSTRAINTS, THE COUNCIL MAY REDUCE OR ELIMINATE THE AMOUNT AND/OR DURATION, AND/OR ALTER THE SEQUENCE, OF THE TAX CREDIT. The tax credit is transferable to subsequent property owners within the term of the original agreement.

Section 4. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park Maryland that Chapter 175 “Taxation”, Article IV “Revitalization Tax Credit” §175-12, “Application process” be and it is hereby repealed, re-enacted and amended to read as follows:

§175-12 Application process.

The application process is as follows:

A. * * * *

B. City staff review [~~and recommendation~~]. Upon receipt and acceptance of a completed application, the City's Planning, Community, and Economic Development department will refer a copy of the application to the finance department. City staff will provide aN [~~recommendation~~] ELIGIBILITY REPORT to the City Council WITH RESPECT TO THE APPLICATION for a tax credit [~~at the time of~~] SUBSEQUENT TO THE detailed site plan review [~~before~~] BY the City Council. For projects that do not require a detailed site plan, staff will review building permit plans and schedule the application for review by the City Council at a City Council work session.

C. City Council resolution. A City Council resolution must be approved to authorize the award of a tax credit. The approval will be contingent on all required terms of the revitalization tax credit program being met at the time of final application. If the Prince George's County Planning Board, the District Council, or any other government agency with authority changes the City-approved conditions for the detailed site plan after the resolution has been adopted, staff will review the changes and provide a supplemental [~~recommendation for~~] REPORT CONCERNING the tax credit authorization that the City Council will rely upon with respect to determining whether it should reconsider the authorization.

D. Final application approval. Prior to final [~~acceptance~~] APPROVAL of the application for a City tax credit, documentation must be submitted to the City's Director of Finance, including a legal description of the property, proof of a properly issued use and occupancy permit

applicable to eligible improvements, evidence of compliance with any City agreement or required certifications, COPIES OF ALL LEASES TO LOCALLY-OWNED, NON-FRANCHISE BUSINESSES USED AS A BASIS FOR ELIGIBILITY, CERTIFICATION OF LEED STATUS, and such other information or documentation as the Director may require. Upon final acceptance the City will issue a certificate to the property owner that confirms the parcel's tax credit status. A copy of the certificate will be sent to the Prince George's County Supervisor of Assessments who will determine the value of improvement.

Section 5. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park Maryland that Chapter 175 “Taxation”, Article IV “Revitalization Tax Credit” §175-13, “Waiver” be and it is hereby repealed, re-enacted and amended to read as follows:

§175-13 WAIVER

A. If it finds that the purposes of this article will be equally well served by doing so, the Council may waive the requirement in § 175-12 that an application must be filed no later than the date of acceptance for a detailed site plan, if applicable, or a building permit application, and consider whether to grant a tax credit under the following circumstances for projects for which no appeal was filed by the City:

- (1) When the application is filed prior to the approval of the detailed site plan or issuance of the building permit; or
- (2) ~~[Notwithstanding § 175-9E, if the detailed site plan was approved after January 1, 2009, the project has been constructed, and the project satisfies at least the minimum required criteria identified in § 175-10 for the district; or~~

~~(3)~~ If a detailed site plan has been approved, but construction has not occurred, for the purpose of encouraging the construction; or

~~[(4)]~~(3) For an application that is timely filed, when the minimum requirements of § 175-10 are not met.

B. – C. * * * *

Section 6. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall publish this proposed ordinance or a fair summary thereof in a newspaper having a general circulation in the City of College Park together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council. The public hearing, hereby set for _____ P.M. on the _____ day of _____, 2015, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard. After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. As soon as practicable after adoption, the City Clerk shall have a fair summary of the Ordinance and notice of its adoption published in a newspaper having a general circulation in the City of College Park and available at the City's offices. This Ordinance shall become effective on _____, 2015 provided that a fair summary of this Ordinance is published at least once prior to the date of passage and once as soon as practical after the date of passage in a newspaper having general circulation in the City.

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

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

EFFECTIVE the _____ day of _____, 2015.

ATTEST:

CITY OF COLLEGE PARK,

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

By: _____
Andrew M. Fellows, Mayor

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

Suellen M. Ferguson, City Attorney

Ordinance 15-O-04
Notifications of Public Hearing

1. Washington Post – August 20, 2015
2. City Website – August 12, 2015
3. City Hall bulletin board – August 13, 2015
4. Cable channel – August 12, 2015
5. Building notices – August 13, 2015
6. Constant Contact – August 17 and September 1, 2015

Janeen S. Miller
City Clerk

MINUTES

MINUTES
Special Session of the College Park City Council
Wednesday, August 5, 2015
Council Chambers
11:07 p.m.

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

ABSENT: None

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

During a regularly scheduled Worksession of the College Park City Council, a motion was made by Councilmember Wojahn and seconded by Councilmember Kabir to enter into a Special Session to consider a letter of support for an NEA grant application being submitted by The Clarice Smith Center for the Performing Arts. Councilmember Wojahn had previously requested, during “Amendments to the Agenda” at the beginning of the meeting, to add this item to the agenda and stated that it needed to be in Special Session in order to meet a Friday deadline. With a vote of 8 – 0 – 0, the Council entered into a Special Session at 11:07 p.m.

ACTION ITEMS

15-G-83 Letter of support for The Clarice Smith Center for the Performing Arts grant application to the National Endowment for the Arts.

A motion was made by Councilmember Wojahn and seconded by Councilmember Brennan that the City send a letter, and authorize the Mayor to sign, to Michael Orlove regarding the Clarice Smith Center’s grant application to the National Endowment for the Arts expressing support for satellite arts partnerships.

Councilmember Wojahn said at the request of Councilmember Dennis he verified this request with Mr. Wollesen.

There were no comments from the audience.

Councilmember Dennis said he only wanted to authenticate the source of the request because it came from a personal email account; he values our partnership with The Clarice and fully supports the letter.

The motion passed 8 – 0 – 0.

ADJOURN: A motion was made by Councilmember Mitchell and seconded by Councilmember Dennis to adjourn from the Special Session, and with a vote of 8 – 0 – 0, Mayor Fellows adjourned at 11:09 p.m.

Janeen S. Miller, CMC
City Clerk

Date
Approved

MINUTES
Regular Meeting of the College Park City Council
Tuesday, August 11, 2015
Council Chambers
8:40 p.m. – 10:35 p.m.

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

ABSENT: None.

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

Mayor Fellows opened the Regular Meeting at 8:40 p.m. after the conclusion of a 7:00 p.m. Oral Argument. Councilmember Mitchell led the Pledge of Allegiance.

Minutes: A motion was made by Councilmember Dennis and seconded by Councilmember Brennan to approve the minutes of the Public Hearing on the Strategic Plan held on July 7, 2015, the Special Session of July 7, 2015, and the Regular Meeting on July 14, 2015. The motion passed 8 – 0 – 0.

Announcements: None.

Amendments to the Agenda: None.

City Manager's Report: Mr. Nagro announced that this is the Council's last meeting of August; the next Worksession is September 1. He has received a request from Taylor Roethle, Vice President of External Affairs, IFC, for a \$10,000 donation from the City for the on-campus tailgates prior to football games. Last year we gave \$5,000. He looked at their budget; they have grants from Pepsi, Parents Grant, and Student Affairs. He recommended we match the Student Affairs grant for \$7,000. Council agreed to the contribution of \$7,000.

Mr. Gardiner updated Council on the pedestrian overpass at the end of Berwyn Road: There was a conference call last Friday. The one span over the Metro tracks has been ordered. Two outstanding issues remain: whether to replace both spans (the other is the span over the CSX tracks) and whether the current design is ADA compatible.

Student Liaison's Report: The SGA hosted the Association of Big Ten Students. The Association took a position on legislation establishing a task force to prevent sexual assault on campus, in conjunction with the Big Ten. School begins Monday, August 31, followed by a three-day weekend for Labor Day. He discussed move-ins and the football schedule.

Council requested to hear about plans for management of the Labor Day weekend activities at the September 1 Worksession.

Comments From The Audience on Non-Agenda Items:

Carol Nezzo, 4600 Amherst Road: She discussed the benefits of participating in the University's volunteer program, and specifically discussed a new initiative to support the Office of Foreign Students and the Volunteer Service Corps where they are seeking volunteers to help with foreign student orientation. She provided her contact information and said she would send an announcement directly to the Council.

CONSENT AGENDA: A motion was made by Councilmember Dennis and seconded by Councilmember Wojahn to adopt the Consent Agenda, which consists of the following items:

- 15-R-12** 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-2015-03, 9735 Narragansett Parkway, College Park, Maryland, Recommending Approval Of A Variance From Section 27-120.01(C) Of The Prince George's County Zoning Ordinance, "Front Yards Of Dwellings," To Construct A Driveway In The Front Yard, 15.5 Feet In Width By 32.5 Feet In Length.
- 15-G-84** Award of a one-year contract extension (Option Year 3 in Contract CP-13-01) to NZI Construction Corporation of Beltsville, MD for FY '16 "Miscellaneous Concrete Maintenance and Asphalt Resurfacing" in an amount not to exceed \$721,000, funded from Fund 301 Unrestricted C.I.P. Reserve.
- 15-R-13** Resolution Of The Mayor And Council Of The City Of College Park, Maryland Establishing A Framework For Evaluating Requests For Recognitions And Commemorations.
- 15-G-85** Approval of an Amendment to Contract CP-13-01 with NZI Construction Corporation of Beltsville, MD for Miscellaneous Downtown Streetscape Improvements in an amount not to exceed \$175,000 to be funded from C.I.P. #103001, Downtown Streetscape #2, federal EDI Special Project Grant Program B-08-SP-MD-0517, subject to a determination of proper form and legal sufficiency by the City Attorney.

The motion passed 8 – 0 – 0.

ACTION ITEMS:

- 15-G-87** Adoption of the 2015-2020 Strategic Plan and Action Plan

A motion was made by Councilmember Dennis and seconded by Councilmember Brennan that the City Council adopt the 2015–2020 Strategic Plan and Action Plan, which establishes a new City Vision, Mission, Values, and Goals for the next five years. The

Action Plan identifies the specific steps City staff will take in order to accomplish the Strategic Plan goals.

Councilmember Dennis said that in late 2014 the City Council initiated the development of a new Strategic Plan with the assistance of The Novak Consulting Group. The process included an environmental scan, focus group meetings, an online survey, public hearings, and all-day workshops with Council and with staff. The Strategic Plan that Council is presenting tonight for adoption articulates a new community vision for College Park, and establishes new goals and steps to achieve our vision. The 2020 Strategic Plan Goals are: One College Park, Environmental Sustainability, High Quality Development and Reinvestment, Quality Infrastructure, Effective Leadership, Excellent Services. With input from Council, City staff have developed and refined an Action Plan that identifies the steps that City departments will carry out to accomplish the goals. The Action Plan will be updated regularly, and Council may add or change items. Council and staff will work to ensure that residents, businesses, and our partners in the region understand and embrace the City's vision and goals.

There were no comments from the audience.

Councilmember Brennan said the "One College Park" goal is the most unique as it addresses issues relating to geographic boundaries, bringing together our diverse population, our growing relationship with the University and our desire for better communication utilizing different methods.

Councilmember Kabir said the tough part is in front of us: to make the plan work. The plan is as good as it can be on paper but to make it a reality we need to work hard.

Councilmember Wojahn said one of the most important goals is to expand the ways that we engage with residents and to do a better job of reaching out to those residents who do not usually have a voice. He looks forward to hiring a communications person, who he sees as doing not just communication but also engagement.

Councilmember Mitchell said each Councilmember needs to take this plan to their civic associations so the residents can be part of the process.

Mayor Fellows said we implemented many goals from the last five-year strategic plan and he is excited about the many new initiatives in the new Plan.

The motion passed 8 – 0 – 0.

15-G-86 Approval of the scope of services for a feasibility study for Hollywood Road extended at Mazza GrandMarc Apartments

A motion was made by Councilmember Mitchell and seconded by Councilmember Day that the Mayor and Council give Starr Insurance Holdings the \$500,000 in escrow back to them.

Comments from the audience:

Sam Shin, Son of owner of 9600 Baltimore Avenue: To his untrained eye, there is no way this project would not negatively impact his father's property. If that is an acceptable casualty, then there is nothing he can say to sway them. If it does bother them, he urges them to give the money back and halt this process.

Suzanne Johnson, 9610 Autoville Drive: Council keeps continuing this discussion and it is driving them crazy. It should have been resolved – Ms. Yep doesn't want to do the feasibility study, the neighbors don't want it, they submitted petitions, they brought in a whole room of people to testify, and yet the Council keeps pushing to have it done. Doing eminent domain would reflect poorly on the City. Putting the light at Hollywood Road was a mistake – it should have been put in front of the Mazza property in the first place. If this keeps going they will have to get up another petition.

Mary Cook, 4705 Kiernan Road: One year ago this room was full of people who were opposed to the feasibility study yet the Council voted in favor of it. They were so disappointed and hurt that they wouldn't come out tonight; they don't believe in this process. If you do the feasibility study - then what? There will be 20 more steps before a road can be built, which will cost the taxpayers about \$1.3 million, which we don't have.

Councilmember Mitchell asked Ms. Yep if a one-way alignment is feasible. Ms. Yep said their driveway has the main water line, so they would have to keep the current driveway or move the water line and then develop the one way road, so they would be "dinged." They would use the current driveway for going into the property then would have to build the one-way road. It would be very expensive: the various studies would cost about \$800,000, then to take the land would be about \$1M, and that doesn't include construction costs. The feasibility study will provide construction costs.

Councilmember Mitchell asked how much each community meeting costs. Ms. Yep said each community meeting with her consultant would cost about \$1,000. Ms. Yep said they will pay up to \$500,000, but questions whether the City would be able to fund the construction of the road.

Mr. Holocker said he was speaking for residents of Mazza out of concern for the safety of people making left turns into the shared center lane. This access is incompatible with future Route 1 reconstruction. He wouldn't want to take any property but when the project was developed the owner agreed to allocate \$500,000 to study this roadway. It doesn't mean we have to build it, or that circumstances of those businesses wouldn't change in the future. By undertaking this study with money obligated by Mazza we would know what the options are.

Councilmember Brennan echoed the safety concerns mentioned by Mr. Holocker and said they are attempting to represent a significant population of people who haven't shown up for these meetings who are making dangerous choices. There are unknown items that might come out of this feasibility study and he would benefit from having this information. Doing the feasibility study does not necessarily mean building the road. He is empathetic to the community but the assumptions that he is hearing are creating false dilemmas and fear.

A amended motion was made by Councilmember Brennan and seconded by Councilmember Wojahn that the scope of services submitted by VIKA Maryland, LLC for a feasibility study to extend Hollywood Road west of US Route 1 to the Mazza GrandMarc Apartments be approved subject to the following modifications:

- 1. Item # 2 under Project Assumptions shall be revised to state that the alternative alignments should be designed to minimize the impact to adjoining properties to the extent possible and that consideration shall be given to a one-way alignment alternative if practicable.**
- 2. Item #11 under Project Assumptions shall be revised to clarify that there will be a minimum of two meetings with community stakeholders; one meeting to review the alternative alignments to be studied and one meeting to present the final results of the study.**
- 3. Item # 3 Hollywood Road Site Layout and Grading Plan under Scope of Services shall be revised to include community stakeholders in the discussions with the client and city staff in determining the three alternative alignments to be studied.**
- 4. Item # 9 Project Meetings under Scope of Services shall be revised to add adjoining property owners, community stakeholders and city staff to those already listed.**

Councilmember Brennan commented that \$500,000 is held in escrow by Starr Insurance Holding, Inc. for the planning, design and construction of the extension of Hollywood Road west of Route 1 as required under an Agreement with the City. The feasibility study is estimated to cost \$66,500. The study will be conducted by VIKA engineers under the supervision of Starr and in conjunction with city staff, adjoining property owners and community stakeholders. The results will be presented to the City Council at which time the next steps will be considered.

Comments from the audience on the Amendment:

Unidentified Business Owner in Mr. Shin's property: No matter what feasibility study you do, you will still have a road cutting through a property. Just give the money back.

Keri Sargent, 9610 Autoville Drive, business owner in Mr. Shin's property: Are you saying that the safety of the Mazza residents getting out of their property is more important than the livelihood of the business owners? All of you know there is no other way besides taking part of the businesses. We have worried about this for months wondering when this is going to happen and how our lives are going to be affected; put yourselves in our shoes.

Diane Yep, 399 Park Avenue, NYC, NY: She clarified the ownership: PPC/CHP Maryland; Starr Insurance Holdings is an investor. If safety is the issue, make it right turn only when you leave the property. They have completed 25 of the 26 conditions. One was to complete the Hollywood Road light. Mayor Fellows asked if this could be done as part of the feasibility study. Ms. Yep said yes, it could. Councilmember Brennan said there is a restricted sign there, but Ms. Yep said people still turn left.

Ms. Schum said a condition of approval of the Mazza GrandMarc project regarded access. It is no left turn from the property – it is right out only and left in. You can't restrict access to right-out only without building another access – you have to allow left turns in. That condition would have to be modified with the Planning Board. Ms. Schum said the feasibility study could address this issue.

Sam Shin: This process itself is detrimental to the businesses; having this hanging over them devalues the properties.

Comments from the Council on the amendment:

Councilmember Day said running businesses out of College Park is not what we should be doing. The uncertainty of being able to support your family puts a strain on every day. There is an opportunity to correct the entrance to Mazza, yet we are still trying to push forward even though the residents, businesses and the person financing it do not want to move forward. Who do we really want to support in our City? We should have the police ticket people at Mazza. If we keep running businesses out, no other businesses are going to want to come in. This is a bad idea.

Councilmember Mitchell said we just passed a strategic plan about engaging our residents and businesses, and yet we come to this motion and we cannot accept that these long-term residents and small businesses say they do not want this. A study triggers money and would trigger the ongoing process of completing a road that would take away homes. She does not see how we can go forward with this.

Councilmember Wojahn said we have to decide how to balance the safety and lives of our residents who are put at risk by a dangerous traffic situation with the protection and viability of some of our important small businesses. He does not think we should make that determination without having the full range of information before us, so he supports moving forward with this feasibility study.

Mr. Holocker said he doesn't think one business is more valuable than another, nor that we can judge the life of a person more than the value of a business. He would not support building a road with the current conditions that exist. But, sites can change over time. We can decide to not move forward after the feasibility study is done, but it would be good to have the information, especially when there is money that has been obligated for this purpose.

Councilmember Hew said no one is talking about taking homes. No one wants eminent domain. This is just a study being done in a commercial district, not in a residential community. It is our obligation to consider how to improve Route 1 and this is part of that effort and was decided years ago. He is looking for valuable information that was promised by a previous Council. We want to find a way to have the least impact on businesses. What we do with that information is a decision for another day.

Councilmember Kabir said he asked the consultant last week if there would be an impact on the businesses, and he said yes. The study will determine how large the impact will be. It sounds good to spend the money since it is someone else's money – not the taxpayers. So then what? We will use eminent domain to take out that property, like we tried with #1 Liquors. What message are we sending to our business community? He hopes we can find some common ground to make safety improvements without impacting the businesses.

Councilmember Brennan said making these slippery slope arguments is dangerous. He asked if studying another roadway into or out of Mazza could be part of the scope of work for this feasibility study.

Ms. Schum said she believed that would be outside of this scope of work; the intention of the money was to study Hollywood Road extended. Access into and out of Mazza is on the Detailed Site Plan for the property and any modifications would be an amendment to the approved DSP and would have to go back to the Planning Board, which is outside of this scope.

Mayor Fellows said one potential outcome of the feasibility study might suggest a process where you would do something else to improve public safety.

Councilmember Day one possible outcome would lead to developing a road that would cost millions of dollars to the taxpayers. There may not be residences there, but if someone cuts off your paycheck and you can't pay your bills, that is taking your house. Instead maybe we should be working with SHA to redesign that intersection.

Vote on the amendment:

Aye: Wojahn, Brennan, Stulich, Hew

Nay: Kabir, Dennis, Day, Mitchell

Mayor Fellows voted Yes to break the tie and the amendment carried.

Vote on the main motion as amended:

Aye: Wojahn, Brennan, Stulich, Hew

Nay: Kabir, Dennis, Day, Mitchell

Mayor Fellows voted Yes to break the tie and the amended motion carried.

**15-G-88 Approval of Amendment Three To Agreement Of Lease By And Between
City Of College Park And Ledo Restaurant, Inc.**

A motion was made by Councilmember Day and seconded by Councilmember Dennis to approve a Third Amendment to the Agreement of Lease between the City Of College Park and Ledo Restaurant, Inc., to authorize current lease payments based on \$15.00 per square foot from October 1, 2013 through August, 2017. The rent will increase 2% on September 1, 2017 and for each of the two following years (2018 and 2019), without waiving the right to collect rent based on the original lease terms. Prior to September 1, 2020, staff will meet with Ledo's to work out an arrangement for future rent calculations and to resolve any non-payment issues. Loan payments will continue on the prior amortization schedule. The City will not pursue at this time any prior unpaid or reduced amounts but does not waive any rights with respect to these amounts. The lease amendment will be drafted by the City Attorney consistent with this motion, and the City Manager is authorized to sign the lease amendment.

Councilmember Day said the City supports local businesses, and as part of that effort has leased the commercial space in the City parking garage to Ledo Restaurant, Inc. The owners of Ledo's have requested the ability to pay a per square foot rent that is less than that required by the lease for a specified period of time. The Council has determined that it is appropriate to allow for this

limited time arrangement. Ledo's will continue to repay the loan to the City in the originally scheduled basis.

There were no comments from the audience.

Councilmember Kabir said he likes the idea of supporting our local businesses and Ledo is a signature restaurant, but he has concerns about lowering the rent to \$15/square foot from \$25, when other businesses pay a higher rate. We are afraid that we might lose this business if we don't lower the rent and it would be difficult to find a replacement business, but there are other new businesses moving into Route 1 and there will be more customers because new housing is being built. He will abstain.

The motion passed 6 – 0 – 1 (Hew absent; Kabir abstained).

15-O-04 Introduction Of Ordinance 15-O-04, An Ordinance Of The Mayor And Council Of The City Of College Park, Amending Chapter 175 "Taxation", Article IV, "Revitalization Tax Credit", Sections §175-9 "Eligibility Requirements"; §175-10 "Eligibility Criteria"; §175-11 "Tax Credit – Amount And Term"; §175-12 "Application Process"; And §175-13 "Waiver", To Change Eligibility Requirements And Criteria, To Clarify That A Tax Credit Will Be Granted Only If Financially Feasible, To Clarify The Application Process, And To Delete A Certain Waiver Option.

A motion was made by Councilmember Wojahn and seconded by Councilmember Kabir to introduce Ordinance 15-O-04, An Ordinance Of The Mayor And Council Of The City Of College Park, Amending Chapter 175 "Taxation", Article IV, "Revitalization Tax Credit", Sections §175-9 "Eligibility Requirements"; §175-10 "Eligibility Criteria"; §175-11 "Tax Credit – Amount And Term"; §175-12 "Application Process"; And §175-13 "Waiver", To Change Eligibility Requirements And Criteria, To Clarify That A Tax Credit Will Be Granted Only If Financially Feasible, To Clarify The Application Process, And To Delete A Certain Waiver Option.

Mayor Fellows announced that the Public Hearing on this Ordinance is scheduled for 7:15 p.m. on Tuesday, September 8, 2015 in the Council Chambers

15-G-89 Approval of the City Manager's Employment Agreement

The City Attorney briefed the Council on the status of the contract negotiations. There are three substantive issues that are outstanding:

- 1) Council had already approved the contribution to deferred compensation, but the candidate is requesting that the contribution be spread out over the year rather than as a one-time contribution. She suggested that is a good idea – it doesn't change the amount.
- 2) The candidate is desirous of having a 30-day time for termination of employment. Right now the agreement says 90 days. Council might want to agree to a compromise of 60 days.
- 3) Reimbursement of moving expenses: there was a request that the candidate's partner be included in visits to locate new housing. This was included in option B.

Mayor Fellows said 60 days seemed like a reasonable request.

A motion was made by Councilmember Brennan and seconded by Councilmember Stullich to approve a contract in substantially the form attached, with the changes that were just suggested tonight.

Councilmember Brennan thanked the stakeholder groups and everyone who has been affected by this process, and the Council for their thoughtful deliberation. It was a good process, they saw a lot of very qualified people, and we look forward to working with this candidate and see a very bright future.

Councilmember Stullich agreed that it was a good process with helpful participation from the stakeholder group and City staff and thoughtful discussion among the Council. We should be pleased that we have an outstanding City Manager who is preparing to join us.

The motion passed 8 – 0 – 0.

Mayor Fellows announced that his name is Scott Somers, and that his starting date is still to be determined.

15-G-91 Discussion and possible approval of a Council position on certain design issues on SHA's proposed U.S. Route 1 reconstruction

Mr. Gardiner provided an overview: Last week the State Highway Administration (SHA) came to Council and presented the overview of the current design for reconstruction of US 1 from College Avenue to 193. The City and University have been meeting with SHA to go over the parcel-by-parcel detail of the plan, and we have expressed our concerns in these meetings about the pedestrian and bike facilities provided in the plan. It would be helpful to staff to have a formal position by Council expressing concerns about pedestrian buffers and bicycle lanes as we move forward in these meetings. Last week's SHA presentation was very general and did not provide an opportunity for us to convey these concerns.

A motion was made by Councilmember Wojahn and seconded by Councilmember Kabir for the City to express its concerns with the current SHA plans, as presented on August 5, 2015, for pedestrian and bicycle facilities for the reconstruction of Baltimore Avenue. This motion authorizes City staff to work with the County, the University of Maryland, elected officials, the business and property owners along Baltimore Avenue, and SHA officials, to create an appropriate buffered pedestrian zone with adequate sidewalks, improved access management onto Baltimore Avenue, the appropriate location of utilities, and an improved buffer for bicyclists.

Councilmember Wojahn said the City, County, and University have been meeting and will continue to meet with SHA on these design issues. This motion is to convey the Council's concerns and support for the positions identified above. Council may wish to review the plans in greater detail and provide additional comments in the fall after the parties have met with SHA.

He added that this project provides an opportunity for SHA to do something right that will benefit the City for many years to come.

The motion passed 8 – 0 – 0.

15-G-90 Appointments to Boards and Committees

A motion was made by Councilmember Wojahn and seconded by Councilmember Kabir to appoint Kate Kennedy to the Advisory Planning Commission, Eric Hoffman and Christine O'Brien to the Tree and Landscape Board, Pat Noone to the Animal Welfare Committee, Bob Schnabel to the Neighborhood Quality of Life Committee, and Dave Dorsch to the Airport Authority. The motion passed 8 – 0 – 0.

COUNCIL COMMENTS:

Councilmember Wojahn discussed his accident on July 18 where he was hit by a car on Route 193. He has been touched and humbled by the people who have come to his assistance. He thanked public safety officials, his husband, and members of the community. It is a difficult thing to have to go through, but it has taught him a lot.

ADJOURN: A motion was made by Councilmember Stullich and seconded by Councilmember Dennis to adjourn the Regular Meeting. With a vote of 8 – 0 – 0, Mayor Fellows adjourned the meeting at 10:35 p.m.

Janeen S. Miller, CMC City Clerk	Date Approved
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Pursuant to §C6-3 of the College Park City Charter, at 7:00 p.m. on August 5, 2015, a motion was made by Councilmember Brennan and seconded by Councilmember Dennis to enter into a Closed Session to consult with Counsel on a legal matter. The motion passed 5 – 0 – 0 and the Council entered into the closed session at 7:00 p.m.

Present: Mayor Andrew Fellows; Councilmembers Wojahn, Brennan, Dennis, Day and Hew. Councilmember Kabir arrived at 7:02 p.m. and Councilmember Mitchell arrived at 7:08 p.m.

Absent: Councilmember Stullich.

Also Present: Joe Nagro, City Manager; Suellen Ferguson, City Attorney; Bill Gardiner, Assistant City Manager; Janeen Miller, City Clerk; Steve Groh, Director of Finance; Cole Holocker, Student Liaison; Adler Pruitt, Deputy Student Liaison.

Topics Discussed: The City Attorney advised the City Council about possible amendments to an existing lease agreement.

Actions Taken: None.

Adjourn: A motion was made by Councilmember Dennis and seconded by Councilmember Wojahn to adjourn the closed session, and at 7:21 p.m. with a vote of 7 – 0 – 0, Mayor Fellows adjourned the meeting.

Pursuant To §3-103 of the General Provisions Article of the Maryland Annotated Code, the Mayor and City Council met in Administrative Function session on Tuesday, July 21, 2015 to conduct an interview with a City Manager candidate. From 7:00 p.m. – 8:00 p.m. they met at Ledo’s Restaurant and from 8:10 – 9:45 p.m. the session continued in the Council Chambers of City Hall. Mayor Fellows, Councilmembers Dennis, Brennan, Kabir, Stullich, Hew, Mitchell and Day were present. Councilmember Wojahn participated in part of the session by telephone.

Pursuant To §3-103 of the General Provisions Article of the Maryland Annotated Code, the Mayor and City Council met in Administrative Function session on Wednesday, July 22, 2015 to conduct an interview with a City Manager candidate. From 7:00 p.m. – 8:00 p.m. they met at Ledo’s Restaurant and from 8:00 – 9:40 p.m. the session continued in the Council Chambers of City Hall. Mayor Fellows and all members of the City Council were present.

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. – 8:40 p.m. on Tuesday, July 28, 2015 in the Council Chambers of City Hall. Mayor Fellows, Councilmembers Mitchell, Hew, Wojahn, Kabir, Day, Stullich, and Dennis were present. Councilmember Brennan participated by telephone. The City Council discussed the City Manager search.

Pursuant To §3-103 of the General Provisions Article of the Maryland Annotated Code, the Mayor and members of the City Council met in Administrative Function session from 7:00 p.m. – 10:25 p.m. on Thursday, July 30, 2015 in the Council Chambers of City Hall. Present were Mayor Fellows and Councilmembers Dennis, Stullich, and Wojahn. Reference checks in connection with the City Manager search were conducted.

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 approximately 8:00 p.m. - 9:05 p.m. on Monday, August 3, 2015 (following the “Aging-In-Place Task Force” meeting) in the Council Chambers of City Hall. Mayor Fellows and all members of the City Council were present for this meeting. The City Council discussed the City Manager search.

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 11:25 p.m. (following the Worksession) – 11:50 p.m. on Wednesday, August 5, 2015 in the Council Chambers of City Hall. Mayor Fellows, all members of the City Council, and City Attorney Suellen Ferguson were present for this meeting. The City Council discussed the City Manager search.

CITY OF COLLEGE PARK

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ORAL ARGUMENT
CASE # CPD-2014-01
STEVEN BEHR
4618 COLLEGE AVENUE

+ + + + +

TUESDAY
AUGUST 11, 2015

+ + + + +

The oral argument was heard in the College Park City Hall, 4500 Knox Road, College Park, Maryland, at 7:00 p.m. Andrew Fellows, Mayor, presiding.

PRESENT

ANDREW FELLOWS, Mayor
DENISE C. MITCHELL, Mayor Pro Tem
P.J. BRENNAN, Councilmember
ROBERT W. DAY, Councilmember
MONROE S. DENNIS, Councilmember
ALAN Y. HEW, Councilmember
FAZLUL KABIR, Councilmember
STEPHANIE STULLICH, Councilmember
PATRICK WOJAHN, Councilmember

ALSO PRESENT

JOSEPH NAGRO, City Manager
JANEEN S. MILLER, City Clerk
TERRY SCHUM, Planning Director
SUELLEN FERGUSON, City Attorney
SUE FORD, City Attorney

MIRIAM BADER, City Planner

1 P-R-O-C-E-E-D-I-N-G-S

2 7:01 p.m.

3 MAYOR FELLOWS: Good evening and
4 welcome to the hearing on oral argument -- may I
5 have everybody's attention, please? The hearing
6 on the oral argument CPD-2015-01, 4618 College
7 Avenue.

8 I believe we're going to first have an
9 orientation by the planning stuff. And if
10 necessary, a representative of the Office of the
11 City Attorney.

12 Ms. Schum.

13 MS. SCHUM: Yes, thank you, Mr. Mayor,
14 members of the Council. Terry Schum, planning
15 director for the City.

16 As you said, this is a case for a
17 departure. And the specific request is for a
18 departure of 11.4 feet from the required 22-foot
19 driveway width for a parking lot to be accessed
20 from the street. The applicant in this case is
21 Steven Behr, and the address is 4618 College
22 Avenue.

1 So, in this case the reason the
2 applicant is before you is because he is
3 proposing to convert the single-family dwelling
4 he currently has and is rented and licensed with
5 the City as a rental, he's proposing to convert
6 it to a rooming house which allows five
7 guestrooms for up to nine guests. And this is a
8 permitted use in this zone by the zoning
9 ordinance.

10 So, the departure is necessary,
11 because the zoning ordinance requires this
12 parking lot and driveway design for this
13 particular use.

14 So, obviously you've been here before
15 on this application. And I'll go through the
16 history of the case in just a minute, but let me
17 just run through quickly some slides to orient
18 you to the site.

19 So, this is the location of the
20 property at 4618 College Avenue. It's in the Old
21 Town Historic District. And the property is a
22 contributing resource to the Historic District.

1 This shows the zoning of the property.
2 So, the subject property is outlined in blue.
3 So, you can see it is zoned R-18, which is a
4 multifamily, medium-density residential zone, but
5 it adjoins property in the single-family
6 residential zone, and then the commercial -- it's
7 like a local neighborhood commercial zone at the
8 corner of College and Rhode Island.

9 This is an aerial view of the
10 property. The subject property is under the blue
11 dot.

12 This is a bird's eye view of the
13 property, which gives you a little bit better
14 view of how the property exists today with the
15 driveway from the street and a gravel -- a gravel
16 driveway and a gravel parking lot in the rear.

17 And this is probably the best view to
18 stay on for a few minutes looking at the
19 particular issue.

20 So, the subject property, 4618, is on
21 the left. And to the right is 4620, the
22 adjoining property. And these two properties

1 have a Joint Driveway Agreement.

2 So, they actually share access,
3 because they both have parking lots in the rear
4 of their respective properties.

5 So, if you look at this, you can see
6 how the driveway right now extends a little bit
7 into -- in front of the house in the front yard
8 and it is not of consistent width.

9 It's widest at the front, it narrows
10 between the two houses and it's 10.6 feet in
11 width at its narrowest. And then in the back
12 obviously it widens out again, and in fact there
13 is a 22-foot driveway width in the rear of the
14 property.

15 This is the site plan and the
16 landscape plan as proposed by the applicant if
17 this departure is granted.

18 So, what you see here is a redefined
19 driveway that narrows in the front yard by
20 placing timber framing and landscaping to
21 specifically define the driveway and to prohibit
22 the kind of spillover parking that sometimes

1 occurs now in the front yard.

2 And you see how the parking spaces are
3 laid out in the rear. And then you can see the
4 additional landscaping that's proposed in the
5 rear, on the side and in the front yard.

6 The joint driveway easement with the
7 adjoining property owner ends up providing the
8 subject property with an additional six feet of
9 driveway width under the terms of that agreement.
10 However, for the sake of this departure, that
11 isn't allowed to be counted. So, the amount of
12 departure required is that 11.4 feet. That's
13 part of the application.

14 Okay. So, let's go back in time a
15 little bit. We've been with this application for
16 just over a year. The applicant first submitted
17 his application in July 2014.

18 And before it was sent to the Advisory
19 Planning Commission, he went to the Historic
20 Preservation Commission in Prince George's County
21 to see if he would be able to get an Historic
22 Area Work Permit to implement that site plan I

1 just showed you, so, to reconvert that
2 environmental setting, which, frankly, was
3 converted many years ago from a grassy rear yard
4 to a parking area, but to officially get approval
5 to convert that to a parking lot with some
6 changed landscaping.

7 So, that went to the HPC. It was
8 approved by the HPC. That application was
9 supported by the City Council back then.

10 And then in December of that year, the
11 APC held their hearing on the departure
12 application, made a recommendation coming out of
13 the hearing to approve it with a number of
14 conditions.

15 That was sent to the City Council in
16 the form of a resolution, which on January 3rd
17 after reviewing that resolution, I believe it was
18 Council Member Stullich requested that oral
19 argument be heard on the case rather than just
20 setting in for approval. So, that oral argument
21 was held on January 27th, 2015.

22 And at that time, your decision was

1 not to make a final decision at that time, which
2 you could have done, but instead you remanded the
3 case back to the APC for them to take additional
4 testimony and to specifically look at a couple of
5 issues.

6 So, in May, that hearing was held by
7 the APC, and again the APC decided to approve the
8 departure and they made some revisions to their
9 initial conditions to address the concerns in the
10 Remand Order, and I'll go over those in just a
11 minute, and issued another resolution.

12 That resolution was then called up, if
13 you will, where a request was made to hear oral
14 argument. This time I believe Council Member Day
15 made that request.

16 And then that brings us to tonight
17 where we're hearing again oral argument
18 specifically on the remand hearing, but also this
19 case needs to be decided in its entirety.

20 So, a decision has never been made in
21 this case. So, this case needs to be decided.
22 It could also be remanded again to the APC.

1 Are there other choices? I'll turn to
2 the attorneys maybe when I'm done and they might
3 need to fill in some blanks for you in terms of
4 what your options are tonight once the hearing is
5 held.

6 So, the Remand Order that you've sent
7 to the APC really focused around two things.
8 One, to address a criterion in the county zoning
9 ordinance that was inadvertently left out of the
10 city code and, therefore, wasn't addressed at all
11 by the APC when they took up this case the first
12 time.

13 And that was to show how the departure
14 would not impair the visual, functional or
15 environmental quality or integrity of the site or
16 the surrounding neighborhood. So, the APC took
17 that up.

18 The second item was to look more
19 closely at the condition that was in the first
20 resolution that required signage to be placed on
21 the driveway to ensure that it would remain free
22 of parked cars to allow adequate ingress and

1 egress.

2 So, the fault you found with that when
3 you took up the case, was that it didn't really
4 address the Joint Driveway Agreement and the fact
5 that the adjoining property owner, there was
6 nothing in that condition that required that
7 property owner to post signage or otherwise,
8 except for the agreement itself, which we had no
9 enforcement authority over, to ensure that the
10 driveway would be free and clear. So, that's
11 what the APC took up and decided in their June
12 4th resolution.

13 I should back up just for your
14 information and say that at the first hearing of
15 the APC, no one appeared in support or in
16 opposition of the application. But at the second
17 hearing, there were a number of people who
18 appeared in opposition.

19 So, there were two individuals who
20 appeared to testify in opposition. There were
21 another three letters entered into the record
22 opposing the departure. And then seven other

1 individuals became parties of record in
2 opposition to the case.

3 So, therefore, all of these persons
4 are now able to come before you tonight and
5 participate in this oral argument and be the
6 opposition to the case. And I see some of them
7 may be in the audience tonight.

8 So, you have the APC's resolution
9 before you. What I've done is just, you know,
10 put it on the screen for reference if you need
11 to.

12 There are seven conditions that the
13 APC has recommended. Most of this was in their
14 initial resolution and recommendation with the
15 exception of 1D shown here, which is very
16 specific language now about how signage should
17 occur in the driveway to hopefully ensure
18 adequate ingress and egress and that it remain
19 free and clear, including signage that would
20 indicate that anyone parked in the driveway could
21 be towed.

22 And the other new item here is just a

1 statement about, you know, replenishing the
2 driveway with gravel and the fact that the gravel
3 should aesthetically match others in the
4 neighborhood.

5 And the other new condition is in part
6 Number 7. And it's very lengthy, but the key
7 point here is that it requires that the Joint
8 Driveway Agreement be amended to require the
9 other party to the agreement, besides the
10 applicant here, also post signage on the driveway
11 saying "no parking" and that towing would enforce
12 it. And specifically, that the County and/or the
13 City would be able to do the towing, enforce this
14 particular condition.

15 So, those are the primary changes
16 since the first round. And if there aren't any
17 questions, that concludes the staff's
18 orientation.

19 MAYOR FELLOWS: Questions of staff?

20 (No questions.)

21 MAYOR FELLOWS: I see none. Thank
22 you.

1 (Pause.)

2 MAYOR FELLOWS: And next we go to the
3 -- I'm trying to find my place.

4 (Pause.)

5 MAYOR FELLOWS: This would be your
6 argument against the recommendation of the
7 Advisory Planning Commission. Sorry it took me
8 so long to get that out.

9 So, who will be presenting the oral
10 argument against the Advisory Planning Commission
11 recommendation?

12 (Pause.)

13 MS. FERGUSON: Okay. This would be
14 the opposition. If the applicant is opposed in
15 any way to any portion of the recommendation of
16 the Advisory Planning Commission, then that
17 position should be taken now.

18 And I'd like to mention for the
19 Council and the Mayor that with me tonight is
20 Susan Ford, who is a partner in my firm who sits
21 with the APC and is here to help with the
22 background.

1 MAYOR FELLOWS: Um-hm. So, this oral
2 argument isn't necessarily against the entire
3 recommendation, just any part of the
4 recommendation.

5 MS. FERGUSON: Yes.

6 MR. BEHR: Thank you all for
7 clarifying. Appreciate that.

8 I do want to reiterate my name is
9 Steven Behr. I live at 14835 Melfordshire Way,
10 Silver Spring, Maryland, Montgomery County, but I
11 appreciate all your time and effort in this case
12 and I am 100 percent in agreement with 99.9
13 percent of this.

14 There's one section that we did oppose
15 at the APC, which is Number 7, which was the
16 addition of a condition on the driveway agreement
17 itself to allow the City or the County to tow and
18 enforce tickets.

19 We feel that it's an undue additional
20 burden on my neighbor's property, as well as my
21 property, to keep something like that tied
22 forever with these properties when the current

1 agreement already enforces -- says that there
2 shall be no parking in the shared driveway.

3 And we're aware of that now and plan
4 to enforce that ourselves between both of the
5 neighbors. So, we don't feel that there's a need
6 for this additional condition.

7 Other than that, I wanted to thank the
8 City and the Council Members for their support in
9 working with me through this process. And we're
10 definitely looking forward to getting a
11 successful vote tonight to be granted the
12 departure and will do our utmost to make the
13 property great. Thank you.

14 MAYOR FELLOWS: All right. Thank you.

15 Sir, welcome.

16 MR. FARRAR: Good afternoon, Mr.

17 Mayor, distinguished members of the City Council,
18 the staff.

19 My name is Bradley Farrar. I'm
20 council to Mr. Behr. I'm also a resident of the
21 city of College Park.

22 I'd like to reiterate what Mr. Behr

1 said, which is that we are essentially, for the
2 most part, in favor of the adoption of the
3 resolution with the exception of Item Number 7.

4 We think it's problematic for a number
5 of reasons. It's problematic for the City. It's
6 certainly problematic for the property owners.

7 It calls into question the process, we
8 believe. You remanded this at APC, they took it
9 under consideration, but what you said initially
10 was -- in your initial remand was for the APC to
11 take additional testimony and to do further
12 consideration.

13 You didn't ask them to come back with
14 additional conditions, which they did, which is
15 outside the scope of what you remanded them --
16 you remand to do.

17 The record is complete as it relates
18 to the Joint Driveway Agreement. And the Joint
19 Driveway Agreement prohibits, it already
20 prohibits parking in the joint driveway.

21 What this particular resolution does
22 is it creates a burden not only on the City of

1 College of Park as it relates to the easement --
2 so, the City of College Park might get an
3 easement, and then you're actually placing an
4 easement on Prince George's County, which may or
5 may not want the easement.

6 So, then you're raising questions
7 about maintenance of the easement, payment for
8 the easement, who enforces, how you enforce, can
9 you actually have under Prince George's County
10 Code Title 26, does the City of College Park
11 actually as an easement owner versus a property
12 owner, do you have the right to actually enforce
13 parking in the easement?

14 I don't know. Hadn't been addressed.
15 Hadn't really been thought out. No one's really
16 talked about it. Those are items that you have
17 to consider.

18 What about revenue? Who shares in the
19 revenue for the parking and the towing? How is
20 it split? How is it divided?

21 What about liability? As we mentioned
22 during our hearing with the APC, we told them

1 that if, for instance, someone comes out and sees
2 their car being towed and someone goes ballistic,
3 someone gets hurt, who takes the liability if the
4 City of College Park called?

5 Certainly the City of College Park
6 doesn't have any tow trucks. You'd have to
7 obviously -- you'd obviously have to contract
8 this out. How do you do that?

9 There's a number of questions we
10 believe that the City hasn't really considered in
11 thinking about this.

12 We believe that Mr. Behr and Ms.
13 Miller, who are the joint driveway owners,
14 they've done an outstanding job of enforcing the
15 parking agreement.

16 The City of College Park certainly
17 can't do any better. There is no evidence below
18 with the APC that there is a problem with
19 parking, that there is a problem with
20 overcrowding in the Joint Driveway Agreement.

21 And so, because of that we think it's
22 important, we think it's critical that you adopt

1 the resolution without Item Number 7.

2 Finally, what I'd like to suggest to
3 the City Council is this represents under the law
4 what's called an impermissible change of mind.

5 The APC originally approved and
6 recommended what happened, the resolution that
7 was submitted to the City Council. When you
8 remanded it, it came back and they changed their
9 position and under the current case law, what
10 they have to demonstrate is a number of items.

11 What they have to demonstrate is that
12 there was -- that there was fraud. They have to
13 demonstrate that there was a mistake. They have
14 to show a number of other items that just have
15 not been demonstrated here in order for them to
16 put this resolution in.

17 So, for the following reasons, and I'm
18 willing to take any questions, for the following
19 reasons we would respectfully ask the City
20 Council to adopt the resolution without Item
21 Number 7. Thank you, Mr. Mayor.

22 MAYOR FELLOWS: Questions.

1 MR. FARRAR: Certainly.

2 MAYOR FELLOWS: Yes, is this the
3 appropriate time for questions for those arguing
4 against this portion?

5 MS. FERGUSON: Yes.

6 MAYOR FELLOWS: So, Mr. Brennan.

7 COUNCILMEMBER BRENNAN: Thanks, Mr.
8 Mayor.

9 Earlier Mr. Behr mentioned that he
10 would like to have Number 7 taken off of the
11 APC's recommendation and that he had a procedure
12 with the adjacent property owner in place to
13 manage any issues that might arise in the
14 driveway to eliminate cars from the driveway that
15 might be blocking ingress and egress, as stated
16 here.

17 Who does the tenant contact if one of
18 Mr. Behr's tenants have a complaint related to
19 that blocking?

20 MR. FARRAR: Certainly. Mr. Behr or
21 Ms. Miller are certainly -- they're here and they
22 can testify as to how this process works if you'd

1 like to hear from them.

2 COUNCILMEMBER BRENNAN: Sure. That
3 would be great.

4 MR. FARRAR: Yes.

5 MR. BEHR: In the time I've owned the
6 home we've, I think, only had one occasion where
7 a tenant has in fact called to be towed
8 themselves.

9 We actually haven't had any issues
10 with parking in our driveway. We work very
11 closely together. We're neighbors. We're very
12 good neighbors and we have, you know, a vested
13 interest to ensure that the parking area is
14 habitable because we do have a lot of people
15 sharing the shared driveway. So, they have to
16 get in and out.

17 So, if there's ever been an issue with
18 a car blocking the driveway, then, you know, our
19 tenants call us, you know. If it's my tenants,
20 they call me. And if it's her tenants, they call
21 her. And then we talk and we get it resolved.

22 In fact, Lisa's husband testified that

1 he has access to towing contracts that he's dealt
2 with in the past and we could even put something
3 like that in place.

4 So, we're not thinking that we can do
5 it our own, but we do have some people to help us
6 in terms of doing that if it became a bigger
7 issue, which it hasn't been an issue.

8 COUNCILMEMBER BRENNAN: Okay. And so,
9 if somebody parks in either area that's making an
10 issue for your property, they will contact you.

11 Can they contact Ms. Miller as well
12 and vice-versa?

13 MS. MILLER: Yes.

14 COUNCILMEMBER BRENNAN: Mr. Behr, you
15 may have a scenario where a house manager would
16 be involved.

17 MR. BEHR: Um-hm.

18 COUNCILMEMBER BRENNAN: Would that
19 house manager be involved in a complaint of this
20 nature?

21 MR. BEHR: Yes. And we could make
22 sure that they double-check with us before any

1 cars are towed or any action such as that is
2 taken.

3 COUNCILMEMBER BRENNAN: So, the tenant
4 would contact the house manager first?

5 MR. BEHR: They'd be the first line of
6 offense, obviously, because they're right there.

7 COUNCILMEMBER BRENNAN: Okay. And
8 then the house manager would directly contact the
9 enforcement agent, or they would contact you to
10 address it?

11 MR. BEHR: Correct.

12 COUNCILMEMBER BRENNAN: That's a
13 question.

14 MR. BEHR: Oh, I would prefer they
15 contact me so we resolve it beforehand, because
16 we've actually had that one situation in the past
17 where a tenant took it upon themselves to tow a
18 car and it happened to be our neighbor's car,
19 which had every right to be there.

20 So, that's why I would want it to go
21 through Lisa and myself so we can talk and make
22 sure the right car gets towed and that nobody is

1 put out and that any liability is shared amongst
2 ourselves.

3 COUNCILMEMBER BRENNAN: Okay. But in
4 this case if somebody is parked in the driveway
5 regardless of whether or not they're a friend or
6 not if you can't get in touch with them to remove
7 it, you would have to have the car removed.

8 MR. BEHR: And there are going to be
9 provisions in my lease for sure, and Lisa can
10 speak to hers, that there will be no parking
11 along the driveway from any tenant. And that the
12 tenants are responsible for ensuring none of
13 their friends, guests or anyone else park there,
14 because they'll be liable for any fines, any
15 towing expenses or anything else associated with
16 that.

17 And if we have to, we will tow it if
18 it becomes an obstacle.

19 COUNCILMEMBER BRENNAN: And when you
20 say "fines," do you mean assessed by the tow
21 company, or will you be assessing your own fines
22 to your tenants?

1 MR. BEHR: We're not -- I'm not
2 assessing any fines. But with this potentiality
3 in place where the City or the County could
4 potentially fine us or tow, I don't know what
5 could be involved. So, we need to have enough
6 language to cover all.

7 COUNCILMEMBER BRENNAN: I'm
8 considering that Seven is not on the table and
9 you're enforcing it yourself.

10 So, there would be no other penalty,
11 say, to the lease other than the charges for
12 towing.

13 MR. BEHR: Correct.

14 MS. MILLER: Well, at this time that's
15 true. Although, that may be something reasonable
16 to add to the lease. We haven't gotten that far
17 yet.

18 COUNCILMEMBER BRENNAN: Okay. I mean,
19 that would be something -- if enforcement is
20 something that you're going to be -- you want to
21 be managing and you don't want Item 7, something
22 in the lease that would address a penalty would

1 certainly be something that would be worth
2 considering now.

3 MS. MILLER: No, it's a good idea.
4 Good suggestion.

5 COUNCILMEMBER BRENNAN: And who is the
6 contractor -- who is the towing company that
7 you're contracted to work with to address issues
8 like this?

9 MS. MILLER: I don't know.

10 MR. BEHR: Right now we don't have
11 one, but --

12 MS. MILLER: I don't have the name of
13 one at this point.

14 MS. FERGUSON: Mayor, if I may, and I
15 hate to interrupt the council member --

16 COUNCILMEMBER BRENNAN: Sure.

17 MS. FERGUSON: -- however, you are
18 restricted at this point. These conversations
19 could have happened at the APC, but did not --

20 COUNCILMEMBER BRENNAN: Okay.

21 MS. FERGUSON: -- and you are
22 restricted to the record of what happened there.

1 If you need more information or something else of
2 a plan, a proposal from this applicant, you'd
3 have to send it back down again.

4 This is not the place for this at this
5 point, because you are stuck with what's in the
6 transcript and this is getting beyond where you
7 can go.

8 And, in fact, if you start making a
9 decision based on that, we would get into some
10 tricky territory about --

11 COUNCILMEMBER BRENNAN: Sure.

12 MS. FERGUSON: -- using it as facts
13 that you could rely on, frankly.

14 COUNCILMEMBER BRENNAN: I understand.
15 I guess what I was trying to -- what's unique to
16 this situation based on our testimony previous is
17 this is -- this new item is before us and they're
18 opposing this new item, and I'm trying to -- and
19 the enforcement mechanism is something that I
20 think warrants additional scrutiny, but I'll
21 digress.

22 MS. MILLER: Well, maybe I can address

1 this --

2 MS. FERGUSON: At this point --

3 MS. MILLER: -- and let me answer.

4 MS. FERGUSON: At this point, my point
5 to the Council is this line of questioning is
6 well outside of the record and is adding new
7 facts onto something which you're not allowed to
8 do at this level.

9 You can send it back to the APC to
10 follow these inquiries if you think that that's
11 appropriate and necessary, but you cannot proceed
12 on this and use these facts later to base your
13 decision, because it will call the decision into
14 question then.

15 COUNCILMEMBER BRENNAN: Thank you.

16 MS. FERGUSON: So, I'm sorry to have
17 to --

18 MAYOR FELLOWS: Thank you for that
19 clarification. Actually, when I asked if it was
20 the time to ask questions, I should have
21 clarified that the questions need to be based on
22 things that are already in the record. So, that

1 was my instructional error.

2 Ms. Mitchell.

3 MAYOR PRO TEM MITCHELL: Thank you,
4 Mr. Mayor. And thank you to my colleague for
5 bringing up that point and I guess I want to get
6 clarification on procedure-wise since you're
7 saying that the conversation that just occurred
8 is out of the realm of discussion that came back
9 for the recommendation.

10 If in fact we decide as a council to
11 take it back to APC for discussion on Item Number
12 7, procedurally what is the time frame for APC to
13 look at it and then bring it back forward?

14 MS. FERGUSON: I believe that -- well,
15 that is a combination of what -- of the
16 availability of the APC, which meets at least
17 once a month, and the notice that has to be given
18 by the applicant of the fact that it's coming
19 back before the APC.

20 And so, those are the two items that
21 have to be taken care of. APC meets the first, I
22 think, Thursday of every month to hear these

1 cases.

2 MAYOR PRO TEM MITCHELL: Okay. Thank
3 you, Mr. Mayor.

4 MAYOR FELLOWS: Ms. Stullich.

5 COUNCILMEMBER STULLICH: Thank you,
6 Mr. Mayor. I have a question for Mr. Behr.

7 MR. BEHR: Sure.

8 COUNCILMEMBER STULLICH: So, I believe
9 I saw in the record that -- well, you have said
10 tonight also that you are opposed to this
11 provision. And the APC's recommendation or their
12 decision was to recommend approval of the
13 departure request on the condition of what's up
14 there on Number 7, condition of the enforcement
15 mechanism by the City.

16 And so, are you, you know, you would
17 like us to take out that condition. But if we do
18 not take out that condition, are you willing to
19 sign the agreement that would meet this condition
20 with your adjoining property owner?

21 MR. BEHR: I would be willing to do
22 that. Because for me, the amount of time, effort

1 and energy spent on the entire departure process
2 is much more important to me than this one
3 condition, but we feel like it is a very tenuous
4 condition and it was an afterthought that came up
5 after our initial discussions of this, came out
6 of the APC.

7 It wasn't something they should have
8 talked about. It wasn't something they should
9 have added as a condition, because it wasn't in
10 their realm to add this type of condition at that
11 time.

12 But, you know, in the grand scheme of
13 things I'd rather have the departure approved and
14 moved forward than not, but we do -- we did
15 object at the APC to this and we didn't really
16 get a chance to talk about it very much at the
17 APC as much as we're talking about it here now,
18 but we did object, all of us. Lisa, myself and
19 my attorney, we all put those objections on the
20 record.

21 COUNCILMEMBER STULLICH: Right. So,
22 I understand that you objected to it. I don't

1 think that means that there's agreement that
2 their decision was outside of the scope of the
3 remand order. I -- that's your opinion.

4 MR. BEHR: Sure.

5 COUNCILMEMBER STULLICH: You had the
6 opportunity to object at the APC hearing and you
7 did so.

8 And when you say you didn't have the
9 opportunity to go into it as fully as you would
10 like, are you saying that you wanted to discuss
11 it more, but the APC would not let you continue
12 discussing it?

13 MR. BEHR: We gave a few minutes of
14 testimony and then they went into a recess, a
15 closed-door session where we were not allowed,
16 you know, it's closed-door.

17 And then when we came back, we were
18 not given any other opportunity to talk about the
19 matter. So, yes, we don't feel that we were able
20 to cover all the ground that would be necessary
21 for a provision of this magnitude.

22 And I don't, as my attorney said, I

1 don't believe it's been well thought out how the
2 City or the County would help us enforce that or
3 help bear burden of the cost.

4 For me, I mean, hey, if the City wants
5 to tow, you know, and do the enforcement for us,
6 that's, you know, that's a benefit, but there are
7 other issues involving that with tenants and how
8 would that impact our tenants, how is it going to
9 impact the land long-term value.

10 Say either myself or Lisa were to sell
11 our land. This law would go on forever with the
12 properties however they're being used. So, I
13 don't --

14 COUNCILMEMBER STULLICH: Because the
15 departure would also continue forever with the
16 property.

17 So, if you added value of the rooming
18 house together with the departure, it would also
19 be something that would continue.

20 MR. BEHR: I can understand that, and
21 that only impacts my property. It does not
22 impact Lisa's property.

1 COUNCILMEMBER STULLICH: Right. And
2 I also have a question for Ms. Miller.

3 MR. BEHR: Sure.

4 MAYOR FELLOWS: All right.

5 COUNCILMEMBER STULLICH: So, Ms.
6 Miller, I have the same question for you. Are
7 you willing to if the Council does not agree to
8 the applicant's desire to remove this condition,
9 are you willing to sign and have recorded an
10 amendment to the existing parking agreement that
11 would allow city enforcement of the parking
12 restrictions?

13 MS. MILLER: Yes, I would. I think
14 that it's gone on way too long and these are just
15 blocks -- one block after another.

16 Like Suellen had said, the discussion
17 here was out of the realm. I believe this was
18 out of the realm of them adding this at the last
19 minute without any input from me.

20 I just think that if they're going to
21 add my house to this, then the departure should
22 also be attached to my house.

1 If ever someone, myself or whoever
2 owns the house in the future, decides to go for a
3 rooming house exemption, they shouldn't have to
4 revisit the driveways issue.

5 MAYOR FELLOWS: Ms. Ferguson.

6 MS. FERGUSON: Thank you. I think
7 it's appropriate to interject again. And I
8 apologize again for doing so.

9 The answer just given by Ms. Miller,
10 I assume on behalf of herself and her husband, is
11 different from the answer that was given that's
12 in your transcript at the hearing.

13 At the hearing they said, no, they
14 would not agree to the amendment of the joint
15 driveway use agreement to include --

16 MR. FARRAR: Mr. Mayor -- excuse me,
17 Suellen. I hate to interject, but I understand -
18 - I apologize.

19 (Speaking over each other.)

20 MR. FARRAR: I apologize, but --

21 MAYOR FELLOWS: Let Ms. Ferguson --

22 MR. FARRAR: Wait, Mr. Mayor.

1 MAYOR FELLOWS: Let Ms. Ferguson
2 finish.

3 MR. FARRAR: Again, I apologize
4 because as Ms. Ferguson interjected during Mr.
5 Brennan's testimony --

6 MAYOR FELLOWS: Well, but she's our
7 attorney and I allowed her to do so.

8 MR. FARRAR: I understand she's your
9 attorney, but --

10 MAYOR FELLOWS: So, this is a College
11 Park --

12 MR. FARRAR: I understand, Mr. Mayor.

13 MAYOR FELLOWS: -- hearing that's
14 being held by College Park and our counsel is
15 speaking.

16 MR. FARRAR: Right.

17 MAYOR FELLOWS: It shouldn't be long
18 until you can get a chance to respond to her.

19 MR. FARRAR: But she's putting facts
20 that are already on the record.

21 MS. FERGUSON: They're in the
22 transcript.

1 MR. FARRAR: In the transcript.

2 MS. FERGUSON: They're in the
3 transcript as part of the record of this hearing.

4 MR. FARRAR: And she answered the
5 question.

6 MS. SCHUM: Mayor, may I speak?

7 MAJOR FELLOWS: Yes.

8 MS. SCHUM: Thank you.

9 The transcript of course is part of
10 your record. It's what comes up to you from the
11 APC and it's also what tells us what is allowable
12 subject matters to go into this evening.

13 You are looking at this as a reviewing
14 body, a recommendation. And the transcript,
15 which is part of this record, indicates that when
16 the Millers were asked this question at the APC
17 hearing, they indicated an unwillingness to sign
18 such an agreement. So, that is a change.

19 So, again, we have something --
20 additional testimony happening this evening that
21 was not the testimony on the night at the APC --
22 I will note also on the APC's behalf since they

1 don't testify here, I was present, as was Ms.
2 Ford, during the full hearing of this case. And
3 at no time was any request for additional time to
4 consider Number 7 denied to the applicant or his
5 attorney or any other person.

6 No one was rushed on this hearing and
7 everyone had an opportunity to speak as long as
8 they wished to. There was no denial of a
9 request. You can also see that in the
10 transcript.

11 It is important that we stick with
12 what was actually in the record as opposed to how
13 that's characterized here.

14 And if there is other information that
15 this applicant wishes to say that they wish they
16 had said at the APC, they can certainly make that
17 request to you that you send it back to the APC
18 for that very purpose.

19 MAYOR FELLOWS: All right. Thank you.

20 So, Mr. Wojahn.

21 COUNCILMEMBER WOJAHN: Yes. Thank you
22 for your presentation, Mr. Behr and Mr. Horn, and

1 of course to staff.

2 I guess my question is for staff. I'm
3 wondering, and Mr. Behr and Mr. Horn raised some
4 questions about the --

5 MAYOR FELLOWS: Farrar.

6 COUNCILMEMBER WOJAHN: I'm sorry. Mr.
7 Farrar raised some questions about the
8 practicality of the -- and the legality of Number
9 7. And I'm wondering to what extent the APC
10 dealt with those issues, discussed those issues
11 in determining to recommend that Number 7 be made
12 a condition of granting the departure.

13 MS. FERGUSON: The APC, as noted, was
14 fully represented by counsel that evening. And
15 as also noted, they broke to consult with
16 counsel. So, they have had the advice.

17 And if you would -- if the council
18 would like to hear the response to the various
19 comments that were made this evening, we can do
20 so. We can go through those items in terms of
21 liability and whether the city would have the
22 ability to go on a property, et cetera. So, I

1 could answer those if you would like me to do so.

2 COUNCILMEMBER WOJAHN: I think that
3 would be helpful. Thank you.

4 MS. FERGUSON: Okay. First of all,
5 this is not an easement. There's no reference to
6 an easement, and this is not what's requested.

7 Number Two, the city orders tows
8 routinely. Cars are towed at the request of the
9 City on a very routine basis based on certain
10 criteria.

11 Towing can take place from private
12 property when it's been properly signed under the
13 Code. And that's what a portion of this looks
14 at. It requires the required towing signage
15 before any cars could be towed from the property.

16 The municipality may exercise
17 authority on private property when there's an
18 agreement with the owner to allow it.

19 That is what this would accomplish,
20 the agreement to allow that to be accomplished on
21 the private property.

22 With respect to liability, the towing

1 companies have insurance, the city has insurance,
2 and the owners have insurance. The city is
3 insured to the actions that it takes, as is the
4 towing company.

5 There is also obviously a towing
6 commissioner who can handle claims of folks who
7 feel that they've been towed improperly.

8 There's no revenue from towing. So,
9 there's no sharing of any kind of revenue. And I
10 -- and when we talk about the burden on the city,
11 the city always has the burden of enforcement
12 whether it be zoning enforcement to ensure that
13 departures are followed and U&Os are followed, or
14 whether it be under our own code. So, we have
15 that enforcement obligation.

16 I think the effort here is to make
17 sure that it's clear how that enforcement would
18 proceed.

19 Without Number 7 you do have -- and
20 there's some reference in the record to
21 individuals taking care of complaints, but that
22 of course depends on the individual owner. And

1 if that owner changes and the subsequent owners
2 are not interested in enforcing the agreement,
3 there is then no way for the government to go
4 onto private property.

5 The bottom line is -- I know this is
6 a while back you had this. The concern that you
7 all expressed the last time this came up was that
8 this applicant was using the property of another
9 person as part of an application for a departure
10 when they don't have absolute control over that
11 other property and don't have control over
12 whether signs are placed on the buildings and
13 whether the enforcement happens. So, that was
14 the concern that came up last time around.

15 You're being asked to grant a
16 departure, which is an exception, based on
17 someone else's property that's not part of the
18 U&O. And so, this was the concern that got sent
19 back down to the APC and the APC responded
20 appropriately.

21 The argument that's been made to you
22 that in fact there has to be some fraud, mistake

1 or irregularity, only applies to the decision
2 that you make eventually out of this case, not
3 what the APC recommends to you.

4 It's just a recommendation. And so,
5 that argument has no weight. And any cases
6 discussing that have no weight with respect to
7 this case, because a decision hasn't been made
8 here.

9 COUNCILMEMBER WOJAHN: Thank you.

10 MAYOR FELLOWS: Thank you. Other
11 questions or comments. So, we've heard
12 essentially the oral argument against the
13 recommendation of specifically Number 7.

14 And now, typically, we come to the
15 oral argument in favor of the recommendation of
16 the Advisory Planning Commission probably this
17 time limited to Number 7 rather than the entire
18 argument, unless that makes sense.

19 So, who would make that argument in
20 favor of the recommendation of the Advisory
21 Planning Commission?

22 MS. FERGUSON: The only -- I'm sorry.

1 MAYOR FELLOWS: That's all right.

2 MS. FERGUSON: I was distracted for a
3 second. Anyone who is in support of the APC's
4 recommendation would testify now.

5 The APC does not testify on its own
6 behalf --

7 MAYOR FELLOWS: I understand.

8 MS. FERGUSON: -- because you have
9 their reasoning in front of you. And their
10 recommendation is -- you may support it, or not
11 support it. So, you would hear from any other --
12 any of the parties of record that were there that
13 evening or any other parties of record that --
14 well, it would have to be there that evening,
15 because we're just talking about the two issues.

16 So, any other parties of record that
17 evening who are supportive of the APC's
18 recommendation can now testify.

19 MAYOR FELLOWS: And is it okay if I
20 narrow it to Number 7 since the rest of it has
21 not really been opposed?

22 So, the recommendation related to

1 Number 7 is the thing that -- unless there's a
2 contextual argument --

3 MS. FERGUSON: Yes.

4 MAYOR FELLOWS: -- for a bigger
5 discussion.

6 MS. FERGUSON: My recollection is that
7 there was some testimony in the transcript that
8 certain of the people who testified were against
9 this regardless.

10 MAYOR FELLOWS: Uh-huh.

11 MS. FERGUSON: So, I think you should
12 allow them to express that if that's what they
13 care to do.

14 I don't know what they care to testify
15 to this evening, but you can ask that they be
16 focusing on number 7, certainly.

17 MAYOR FELLOWS: Okay.

18 (Speaking off mic.)

19 MAYOR FELLOWS: Oh, okay. Well,
20 actually I suppose -- yeah, we can take your
21 testimony.

22 So, this is in opposition to Number 7

1 specifically?

2 MS. MILLER: Correct.

3 MAYOR FELLOWS: All right.

4 MS. MILLER: Mayor, counsel, Lisa
5 Miller. Thank you all for your hard work,
6 always.

7 I do want to say that I am in
8 opposition of this, but I won't stand in the way
9 with this.

10 I also would like to say that
11 Suellen's explanation that she just gave would
12 have been nice to have heard at the APC. All we
13 had was this. So, we had no understanding of how
14 the city might orchestrate this, what rules they
15 had to be able to do this, et cetera.

16 So, this is also out of the record,
17 but now I have a little bit more understanding
18 and I would not get in the way. So, that is a
19 change.

20 I do think, though, in terms of this
21 in and of itself is I don't understand -- I
22 always try to look at how does it benefit College

1 Park? How does it benefit the community to do
2 something?

3 And I don't understand why at two
4 residences where there's no common element,
5 there's no thoroughfare, there's no -- doesn't
6 affect anyone except people that live on those
7 two residences, why the city would want to get
8 involved in managing that except for ticketing
9 like you do for trash or other things.

10 You don't -- you may have other towing
11 mechanisms that I'm unaware of, but I don't
12 believe you own tow trucks to do that. We could
13 call just as easily to get that tow truck and
14 we're just asking to do something for you and not
15 have you do that if its necessary, which I don't
16 believe we ever will have a problem.

17 The only parking that ever has
18 occurred in the driveway ever, ever, ever, and I
19 hardly ever say ever or never, but in this case
20 ever, is the two spots as you saw in the picture
21 where it was indented on Steven's property, which
22 will be closed in. So, there won't be any place

1 to park without really blocking the driveway.

2 No one has ever parked on my side,
3 because it's a straight through. You couldn't.
4 So, I think once that is covered up, there will
5 be no issue. So, we're kind of making a lot of
6 nothing.

7 That's why I won't stand in the way of
8 it, because I think it's a nonissue.

9 MAYOR FELLOWS: Thank you.

10 So, are there any persons of record
11 who would like to argue in favor of the
12 recommendation of the Advisory Planning
13 Commission, including Number 7?

14 Ms. Schum.

15 MS. SCHUM: Excuse me, Mr. Mayor, but
16 I believe there is still persons of record who
17 would wish to testify against the APC
18 recommendation.

19 MAYOR FELLOWS: Oh, I apologize. I
20 did not realize that there were additional people
21 who would like to testify against.

22 So, would other people who are against

1 the recommendation of the Advisory Planning
2 Commission whether related to Number 7 or
3 anything, care to come to the podium?

4 All right. Ms. Bryant. And I will,
5 I guess, remind hopefully everybody now to speak
6 to things that are on the record.

7 MS. BRYANT: I'm a party of the
8 record. My testimony is very close to what it
9 was before. So, I will just go through it again
10 for the record.

11 Thank you for the opportunity to speak
12 tonight. My name is Catherine Bryant and I live
13 at 7406 Columbia Avenue. I am president of the
14 Old Town College Park Civic Association and I am
15 speaking tonight on behalf of the Civic
16 Association regarding Mr. Behr's request for a
17 departure from the requirement for a 22-foot-wide
18 driveway from the parking lot to the street as is
19 required for commercial use of the property.

20 The Old Town Civic Association held a
21 meeting on Sunday, May 3rd to discuss this matter
22 and the motion to express our opposition to

1 granting this departure passed unanimously.

2 There were 11 Old Town residents who
3 attended the remand hearing of the Advisory
4 Planning Commission on May 7th, 2015. Although,
5 only two of us actually testified in person.

6 All of those Old Town residents were
7 opposed to the granting of this departure, and
8 some also submitted their testimony in writing.

9 There were two issues that the city
10 council directed the APC to consider through
11 their remand order.

12 The first is the criterion in the
13 county zoning ordinance that requires the
14 applicant to show that the departure will not
15 impair the visual, functional or environmental
16 quality or integrity of the site, or the
17 surrounding neighborhood.

18 The second is whether and how the
19 applicant's proposal to use the driveway of the
20 adjoining property to meet the 20-foot-wide
21 driveway requirement can be enforced.

22 With regards to the first issue, we

1 believe that granting the departure would in fact
2 impair the functional integrity of the site and
3 the visual, functional and environmental quality
4 of the surrounding neighborhood.

5 Parking is a significant problem in
6 our neighborhood due to the increasing use of
7 many single-family houses to house groups of five
8 or more unrelated persons who often each have
9 their own car. The neighborhood simply was not
10 designed for this many cars.

11 When there is not sufficient
12 accommodation for parking on the site, then the
13 spillover parking detrimentally affects other
14 residents.

15 Residents unable to reach their
16 parking space will often park in the street where
17 parking is in short supply.

18 And what is even more problematic is
19 that they will often park on lawns or in other
20 neighbors' driveways.

21 Old Town residents frequently need to
22 call College Park parking enforcement with

1 complaints of cars parked on lawns. Not only is
2 this unsightly when it occurs, but also it often
3 results in large mud and dirt patches where
4 repeated parking has damaged the lawn.

5 And many of us have experienced
6 unauthorized cars parking in our own driveways,
7 which can prevent us from using our driveways or
8 having access to our own cars because they are
9 blocked by an unauthorized car.

10 We have had unauthorized parkers tell
11 us that they needed to park in our driveway
12 because they didn't want to get a parking ticket.
13 And residents are often afraid to have the
14 trespassing car towed, because neighbors who have
15 done that have had their own cars vandalized in
16 retaliation.

17 We understand that the applicant is
18 proposing to provide parking spaces in the rear
19 of the property, but the narrow width of his
20 driveway may prevent his tenants and their guests
21 from accessing those spaces particularly when
22 other cars are parked in the driveway, including

1 cars owned by residents and guests of the
2 adjoining property that shares the driveway.

3 In order to address this issue, the
4 APC voted to approve the driveway variance with
5 the condition that the applicant and the
6 adjoining property owner amend their existing
7 shared parking agreement to allow the city to
8 enforce the agreed upon parking restrictions.

9 Without effective enforcement, it is
10 inevitable that the increased occupancy that the
11 applicant is proposing will result in increased
12 conflicts over the available parking.

13 At the remand hearing, Bob Schnovel
14 testified that there were 17 cars that were
15 parked that afternoon on the two properties, 4618
16 and 4620 College Avenue, including three cars
17 parked in the driveway, three cars parked in the
18 driveway as well as the cars in the parking area
19 behind the two houses. You have photographs of
20 those cars in the record marked 24A, B and C.

21 There was some dispute at the hearing
22 about whether the actual number of cars was 17 or

1 14, but, in any case, it was well over the number
2 of legal occupants in the two houses, which was
3 10.

4 Of course tenants have guests, and
5 that is part of the parking strain caused by
6 increasing the number of occupants.

7 This situation will only get worse if
8 this departure is granted and the house is
9 converted to a rooming house with even more
10 tenants and their guests competing for a limited
11 amount of parking.

12 I'd like to add that my own personal
13 experience with shared driveways is that they
14 don't work well when the houses have a lot of
15 tenants and they just create conflicts between
16 households.

17 My own house has had a shared driveway
18 with the house next door for my entire life even
19 before I was born.

20 Back when that house was owned and
21 lived in by the two Rainey brothers and their
22 families next door, 7410 Columbia, there was

1 never a problem.

2 But since that house became a rental
3 with 10 or more occupants, the shared driveway
4 has led to continuing conflicts and problems.

5 In fact, I have not ever been able to
6 use my driveway as a driveway since it became a
7 tenant house, because the tenants next door
8 routinely always park in the driveway and block
9 it so that I can't get through. I have
10 complained about this to the property owner, but
11 the problem has continued.

12 And the house behind me on College
13 Avenue, the students who live there always park
14 at my garage. They are always parking in the two
15 spaces and I cannot get them to stop. I've had
16 them towed. I complained to Abraham, the owner.
17 I cannot get it stopped.

18 In short -- so I never get to park at
19 my garage. In short, parking is just a very
20 difficult problem in Old Town and that is why it
21 is so important to have the city able to enforce
22 the parking restrictions, which is the condition

1 that the APC voted on to require as a condition
2 of granting the parking departure.

3 Thank you for giving me the chance to
4 testify on this important matter.

5 MAYOR FELLOWS: Thank you. So, that
6 was in argument against the recommendation of the
7 Advisory Planning Commission, but it certainly
8 was supportive of the idea of the agreement, I
9 think.

10 COUNCILMEMBER STULLICH: Number 7,
11 yeah.

12 MAYOR FELLOWS: Yeah. Are there any
13 other persons of record who would like to make an
14 oral argument against the recommendation of the
15 Advisory Planning Commission?

16 (No comments.)

17 MAYOR FELLOWS: All right. Hearing
18 none, we're back to any oral arguments of people
19 of record who are -- or persons of record who
20 would like to make the argument in favor of the
21 recommendation of the Advisory Planning
22 Commission.

1 (Speaking off mic.)

2 MAYOR FELLOWS: So, you did actually
3 testify already and I think we have the gist of
4 what your comments were.

5 (Speaking off mic.)

6 MAYOR FELLOWS: Yeah, so I think the
7 record, I believe, will reflect the fact that
8 although comments were made in the argument
9 against the recommendation of the Advisory
10 Planning Commission's recommendation, they were
11 accepting of them even though there was a
12 disagreement with a part of it.

13 So, I believe at this point there is
14 no -- there's not really too much of an argument
15 on either -- on both sides, I'd say, at this
16 point, without the need to hear any other
17 testimony.

18 Is there anyone else who is not -- who
19 is a person of record who has not testified who
20 would like to testify?

21 (No comments.)

22 MAYOR FELLOWS: Seeing none, we will

1 go to the Council.

2 Ms. Stullich.

3 COUNCILMEMBER STULLICH: Thank you,
4 Mr. Mayor.

5 So, I know this has been a rather
6 protected and challenging case. Certainly
7 complicated issues and not very usual issues for
8 us to deal with.

9 We have a recommendation before us of
10 the APC to approve the departure with the
11 conditions including the condition that the
12 applicant is objecting to.

13 One of my concerns about that
14 condition is that as I believe it was written in
15 the APC's decision, the -- can we see or is there
16 the language about that this would be settled at
17 the time of the Use and Occupancy permit being
18 granted?

19 Is there a slide for that, or am I
20 missing it here?

21 (Comments off the record.)

22 COUNCILMEMBER STULLICH: Oh, I'm

1 sorry. Right there in plain view.

2 So, prior to the issuance of a Use and
3 Occupancy Permit, that Use and Occupancy Permit
4 would be issued by the county, not by us.

5 And so, the requirement is for the
6 applicant to submit to city planning staff,
7 obtain approval of and have recorded in the land
8 records of Prince George's County the amendment
9 to the Joint Driveway Agreement that we've been
10 discussing.

11 My concern is, is that what if the
12 applicant doesn't submit such a recorded
13 agreement to the city and would we -- are we
14 guaranteed to know when that Use and Occupancy
15 Permit comes to the county to make its decision,
16 because this condition is not something that
17 they're a party to, not something the county is
18 specifically concerned with.

19 So, my concern is that the applicant
20 could say that they're willing to do this, but
21 then it might not happen and the U&O would get
22 granted anyway.

1 So, my concern is I think the
2 condition is important, but I'm concerned about
3 the timing of it being something that could just
4 slip through the cracks because the U&O Permit
5 application would not come to us.

6 MS. SCHUM: That is a really good
7 question and a concern, because typically the
8 city doesn't review and have any say in the
9 issuance of the Use and Occupancy Permit except
10 in this case, I believe, because the county has
11 granted the city the authority to act on
12 departures.

13 The departure resolution needs to be
14 part of the application for a U&O, and Park and
15 Planning would need to sign off prior to the
16 issuance of the U&O that this condition has been
17 met.

18 So, they would therefore if everything
19 works well, call City Planning staff because that
20 would be the only way for them to verify it
21 unless -- unless that amendment was also
22 submitted as part of the applicant's U&O request.

1 So, I believe this would be
2 enforceable because of -- because we have the
3 authority to act on this departure. It's a
4 condition. This condition will be present on the
5 site plan and would need to be looked at prior to
6 the U&O being issued.

7 So, typically I think it would be a
8 problem, but not so much here, I don't think.

9 But --

10 MS. FERGUSON: Ms. Schum, can I follow
11 up on that, too?

12 We don't require that it be noted on
13 the -- we do require the signs to be noted on the
14 site plan, I believe, up in 1D of the -- at least
15 the recommendation from the APC there's a
16 requirement to show the locations and wording for
17 two No Parking and Driveway signs with required
18 towing information. That's there to be shown, I
19 believe, on the plans. Yeah, revise the site
20 plan.

21 But the contents of the agreement
22 itself or the reference to the fact that there is

1 an agreement, there's nothing in Seven that
2 requires that it be on the plan so far.

3 Is it your suggestion that a reference
4 to the reported Joint Driveway Agreement
5 requirement be placed on the plans also?

6 MS. SCHUM: No. What I was speaking
7 to were these seven conditions need to be
8 reproduced on the site plan.

9 MS. FERGUSON: All of them.

10 MS. SCHUM: All of them.

11 MS. FERGUSON: All right. And is that
12 something -- that would be something then that
13 the council should require as part of its order?

14 Because right now the recommendation
15 from the APC only references in; one, revise the
16 site plan; two, reflect certain things.

17 MS. SCHUM: To be safe, I would
18 recommend that. We don't do a lot of these.
19 Just thinking it through, I believe that's how
20 the Planning Board would handle it. They would
21 require these conditions to be duplicated on the
22 site plan itself. So, we should do the same.

1 So, this will be -- this is -- that's
2 a practice I think we should follow, but
3 certainly including that in the recommendation is
4 a good idea.

5 MS. FERGUSON: And so, that would make
6 it more likely that Park and Planning would not
7 miss it and, therefore, enforce it.

8 MS. SCHUM: Yes.

9 MS. FERGUSON: Since we don't have
10 control of --

11 MS. SCHUM: Yes.

12 MS. FERGUSON: -- that process.

13 MAYOR FELLOWS: Ms. Stullich.

14 COUNCILMEMBER STULLICH: So, I guess
15 it's the word "more likely" that concerns me,
16 because more likely is not a certainty. And we
17 do know things can go wrong in Upper Marlboro
18 especially around permits.

19 It's certainly not unheard of for
20 permits to be issued in error or without
21 notifying the city when that's appropriate. And
22 so, it just seems to me that I -- I would like to

1 support the APC's recommendation.

2 Although, I do understand that the
3 residents of Old Town, which is my own
4 neighborhood, would like to see the departure not
5 granted. There is strong feeling about that, but
6 it seems like there is a middle ground here,
7 which is this agreement. But I think the
8 agreement needs to be certain and not just, you
9 know, likely.

10 And so, it seems to me that the time
11 to have the agreement signed and recorded is
12 prior to the issuance of the departure rather
13 than at the time of the U&O, because we can't
14 really be certain that this will in fact happen
15 at the time of the U&O.

16 MAYOR FELLOWS: All right. Thank you,
17 Ms. Stullich.

18 Mr. Day.

19 COUNCILMEMBER DAY: Well, I have a
20 concern in Number 7. I think we're diving to
21 something that we shouldn't be doing on private
22 property.

1 I think we're putting the city in a
2 position where we're going to be trying to
3 enforce something that could be easily handled
4 between a discussion between two people.

5 We've heard from in the record and
6 time and time again that this has not been an
7 issue. So, we're creating something to oversee
8 what the landlords or the property owners are
9 currently overseeing and handling.

10 Maybe there's a way that we could make
11 sure that, you know, they register their process
12 with the city so that the city is aware of it.

13 I am concerned that by putting a joint
14 agreement in place between the two houses,
15 between two owners and then we're telling them
16 that what they have is not good enough for us
17 when they're trying to do the right thing, Mr.
18 Behr is trying to do the right thing and legally,
19 you know, put his property in the right place in
20 the city by, you know, following through and
21 doing everything we've asked him to do, I think
22 that we need to look at Number 7, possibly remove

1 it and allow the residents -- I mean allow the
2 property owners to have an agreement that is
3 registered with the city so that the city sees
4 it. And it doesn't need to be a law or anything
5 like that.

6 I think we have seen time and time
7 again without disagreement if you have a problem,
8 you call Code Enforcement. They will come and
9 they will ticket a car, but most of the time they
10 will actually try and take the effort in
11 situations like this to find out how to solve it
12 without, you know, having somebody forcefully
13 removed from a property.

14 So, I just don't see this as being the
15 way to go forward with this. There's got to be a
16 better way and I think that, you know, we need to
17 allow the property owners to do their part and
18 to, you know, have faith in people that we
19 haven't seen an issue before.

20 I think if they put it in their rental
21 agreements, that this would be something that
22 they can enforce very easily and we don't need to

1 be overseeing that as one more thing for us to
2 do.

3 MAYOR FELLOWS: All right. Thank you.
4 I have two comments from council.

5 Mr. Brennan, and then Mr. Wojahn.

6 COUNCILMEMBER BRENNAN: Thanks. Just
7 a few comments here. The applicant's counsel
8 mentioned that the city's enforcement mechanism
9 is unclear. Although, our counsel did clarify
10 that there are mechanisms in place that are quite
11 standard for the enforcement of Item Number 7.

12 Would it be appropriate for that if
13 Item Number 7 were to become a permanent
14 condition, to record those particular enforcement
15 mechanisms that we do have for the applicant?

16 MS. FERGUSON: I don't know that I'm
17 clear on your question. Let me do a little
18 background before I try to answer that.

19 Right now the city would not be
20 allowed to go on private property to ticket or to
21 tow without permission of the owner -- without
22 permission of the owner.

1 And that becomes especially difficult
2 when you're talking about situations where
3 somebody has a right to be present on the
4 property such as a tenant.

5 So, that's why this Number 7 -- and
6 also about the signs, there's no way to require
7 going into the future through an easily
8 enforceable mechanism that these signs be
9 present.

10 COUNCILMEMBER BRENNAN: The written
11 agreement would make clear the enforcement of --

12 MS. FERGUSON: Yeah, the purpose of
13 this -- and nobody is trying to say that these
14 current owners are not good for their word and
15 are going to do what they're going to do, that
16 they say they're going to do, but they're not
17 necessarily going to own these properties down
18 the road.

19 The way that you make sure that a
20 condition stays with the property is to record
21 it. And that's the only way to do it, because
22 then it's in the chain of title and everyone

1 taking the property after that is working under
2 that requirement.

3 Departures and the requirements of
4 departures get lost in the midst and they are
5 more difficult for the city to enforce.

6 The city does have zoning enforcement,
7 but then of course the default is we're back to
8 the city enforcing. We have zoning enforcement,
9 we have parking enforcement. We don't have the
10 ability right now to go onto private property and
11 ticket without the owner's permission.

12 We do own the rights of way in other
13 places where we have permission such as the
14 parking lots that we have agreements about.
15 That's why we have those agreements.

16 COUNCILMEMBER BRENNAN: And as I noted
17 earlier when I went off script a little bit, the
18 applicant's own enforcement mechanism is not a
19 part of the record.

20 And they've stated that the
21 enforcement mechanism that they have themselves
22 and between the other adjacent owner is the

1 reasoning for the removal of the seventh
2 condition.

3 MS. FERGUSON: Yes.

4 COUNCILMEMBER BRENNAN: Would that
5 need to be -- I imagine that would -- it would be
6 helpful to have that as -- that clarified before
7 --

8 MS. FERGUSON: There's a Joint
9 Driveway Agreement. It's an old agreement and it
10 prevents parking in the driveway. And of course
11 there is parking in the driveway now.

12 It depends, however, regardless of
13 whether anyone is following it all the time or
14 not following it, it depends on the enforcement
15 willingness of two private parties.

16 There's no public enforcement
17 mechanism. There's just private enforcement
18 mechanisms.

19 It depends on what complaint a tenant
20 wants to make to the owner, and what the owner
21 then wants to do about that. So, all those are
22 private decisions.

1 This is a public benefit that's being
2 granted through a process to be able to have a
3 rooming house there. It requires a 22-foot-wide
4 driveway which is very clear is not there even
5 using the adjacent property's width.

6 And this is a difficult issue, because
7 -- and you don't run into it very often. But
8 what makes it difficult is you are using someone
9 else's property, a dimension from somebody else's
10 property, or use of somebody else's property to
11 support a departure for your property.

12 And if there's nothing there that
13 guarantees that that's going to continue, I mean,
14 these parties and the parties subsequent to them
15 could decide not to have a joint driveway use
16 agreement. They could decide to do that.

17 COUNCILMEMBER BRENNAN: So, that
18 departure could be reversed.

19 MS. FERGUSON: Well, their agreement
20 could be reversed. If you have a publicly
21 enforceable agreement that's recorded, no,
22 because it would take all the parties to take

1 that off.

2 Now, as a -- if this departure was no
3 longer used, if this house was no longer used as
4 a rooming house and would no longer require that
5 kind of width of the driveway, the council could
6 certainly say, you know, only for so long as this
7 property is used as a rooming house.

8 (Comment off mic.)

9 MS. FERGUSON: That's already in
10 there. That's already part of the
11 recommendation. So, my apologies. It's already
12 part of the recommendation. It's only for so
13 long as the house is used as a rooming house.

14 COUNCILMEMBER BRENNAN: Okay. In the
15 pictures in the record there appear to be 13 to
16 14 vehicles parked between the two properties.

17 MS. FERGUSON: Yes.

18 COUNCILMEMBER BRENNAN: And the APC
19 has done a good job of providing us
20 recommendations, but there doesn't seem to be any
21 design elements on the property that would
22 restrict that from recurring.

1 MS. FERGUSON: Part of -- and I think
2 Ms. Schum can speak to this, too. Part of the
3 landscaping that's being proposed for this does,
4 with the railroad ties, hopefully stop that
5 parking in the front yard that's been happening
6 very frequently there.

7 COUNCILMEMBER BRENNAN: Right.

8 MS. FERGUSON: And there's also some
9 -- the narrowest part of the driveway is 16.6
10 feet. And -- I'm sorry, total. Total 16.6 feet
11 at the narrowest point. So, obstructions there
12 are a real problem.

13 And so, there can't be any
14 obstructions put in there. And that's part of
15 these conditions also, but then it comes down to
16 enforcement of that.

17 COUNCILMEMBER BRENNAN: One last
18 question. I've asked Planning previously their
19 reason for the 22-foot-wide driveway. Although
20 the -- it's not really -- it was more of a
21 technical answer and I was wondering from a legal
22 standpoint if there were any liability issues why

1 that 22-foot requirement is there and if -- how
2 that might impact the future -- the property --
3 present and the future owners of the property.

4 MS. FERGUSON: The rooming house, and
5 we've had some issues with this going back and
6 forth with the county and talking to the county
7 about the definition of rooming house.

8 The proposal right now is for nine
9 separate bedrooms and there is an allowance of
10 nine persons to be living in this property.

11 Currently, legally speaking, only five
12 persons -- unrelated persons could live there,
13 because it's a one-dwelling unit premises.

14 So, this would change that to nine.
15 Their floor plan is showing us nine bedrooms.
16 And so, you're increasing the amount of parking -
17 - I'm sorry, of the occupant -- legal occupant
18 load.

19 That requires a certain amount of
20 parking, minimum parking at the rear of this
21 property which is being provided. So, that side
22 is not an issue.

1 On the other side where this applicant
2 doesn't have control of the other property, the
3 occupant load there is whatever it is and the
4 parking is whatever it is there.

5 So, you know, they're not dependent on
6 each other for the parking spaces that have to be
7 provided and delineated. At least this one
8 property isn't.

9 That's, again, the issue of using
10 someone else's property to come up to an
11 acceptable amount of width for this driveway.

12 The reason it's a 22-foot-wide
13 requirement is because it's considered to be a
14 commercial use. And that's the requirement,
15 because there's anticipated to be more coming and
16 going on the property.

17 COUNCILMEMBER BRENNAN: Okay. Thank
18 you.

19 MAYOR FELLOWS: Thank you, Mr.
20 Brennan.

21 Mr. Wojahn.

22 COUNCILMEMBER WOJAHN: Thank you, Mr.

1 Mayor. I have a question.

2 In response to Council Member
3 Stullich's concerns about the enforceability of
4 this, I am somewhat troubled by the lack of
5 certainty that if we require something like
6 Condition Number 7 that it might be ignored or
7 forgotten or not noticed by the County Planning
8 Board.

9 And I'm wondering if it might be
10 possible in response to Council Member Stullich's
11 suggestion that it be enforced before -- prior to
12 the issuance of the departure, if it might be
13 possible to consider tabling this or putting it
14 in abeyance until the point where the parties
15 come to the table with an agreement along the
16 lines that are stated and then to pass a
17 departure at that point.

18 MS. FERGUSON: I don't -- I checked in
19 with Ms. Schum about this, too. We don't believe
20 sitting here this evening that there's any
21 statutory requirement as to when -- what the
22 trigger would be here. And so, we think that

1 prior to the departure being granted would be one
2 -- a trigger you could use that the --

3 COUNCILMEMBER WOJAHN: Okay.

4 MS. FERGUSON: -- agreement would have
5 to be -- the wording would have to be agreed to,
6 approved and recorded before the departure would
7 proceed.

8 COUNCILMEMBER WOJAHN: So, we could
9 vote to essentially grant the departure tonight
10 once, but only upon that time at which an
11 agreement is in compliance with Number 7 is
12 presented.

13 MS. FERGUSON: Yes. We think that the
14 -- I'm sorry.

15 MS. SCHUM: Well, technically,
16 wouldn't the council have to deny the request
17 until such time as --

18 MS. FERGUSON: I think probably that
19 they could continue this matter subject to
20 getting that agreement. And then with the
21 understanding that assuming that the agreement
22 came through, that you would then be approving

1 the recommendation from the APC with the added
2 requirement that -- of having the departure
3 contingent on this agreement being provided.

4 COUNCILMEMBER WOJAHN: Okay.

5 MS. FERGUSON: I think you could
6 continue it.

7 MAYOR FELLOWS: Thank you, Mr. Wojahn.

8 MS. SCHUM: I'm just looking at the
9 language in our code. It doesn't say "continue."
10 So, that's why I question that.

11 It says, the Mayor Council shall
12 accept, deny or modify the recommendation of the
13 Commission or return the variance application to
14 the Commission.

15 MS. FERGUSON: And before they take
16 any of those steps, they could continue the case
17 until they're ready to hear it. So, I think -- I
18 think that you could do that. I don't think
19 that's precluded by that.

20 MS. SCHUM: Okay.

21 MAYOR FELLOWS: All right. So, any
22 other council members' questions or comments?

1 So, there is -- Ms. Stullich.

2 COUNCILMEMBER STULLICH: So, I just
3 want to say a few things briefly. We heard that
4 the parking is not going -- parking in the
5 driveway is not going to be a problem, but in
6 fact we do have a photo in the record of three
7 cars parked in the driveway on the very day of
8 the remand hearing.

9 We've also been told it's not going to
10 be a problem in the future. And if that's true,
11 then there really should be no objection to an
12 agreement for city enforcement. If it's not
13 going to be a problem, then city enforcement
14 won't be needed.

15 I think having provisions in the lease
16 about this is a great idea, but we know that
17 tenants don't always abide by all of the
18 provisions of the lease.

19 In terms of whether the city should
20 not get involved because it's an issue on private
21 property, in fact the city does get involved on
22 issues on private property all the time. And

1 particularly in Old Town we have a lot of issues
2 on private property that do affect other
3 residents of the neighborhood.

4 That's why we have this committee
5 called the Neighborhood Quality of Life
6 Committee.

7 And we do have also testimony in the
8 record that parking is a significant problem in
9 the neighborhood in a variety of ways.

10 And the fact that allegedly it hasn't
11 been a problem in the past, that's in the past.
12 There was fewer occupants.

13 Fewer occupants means not only fewer
14 occupants, but also fewer guests. More occupants
15 are going to have more guests. It just stands to
16 reason.

17 And so, for all of those reasons I
18 would like to support the recommendation of the
19 APC, but to modify it and to change the timing of
20 when that signed agreement, recorded agreement
21 would be provided in advance of the departure
22 approval.

1 And so, in order to do that, it seems
2 that we would need to continue this proceeding to
3 allow time for that to occur. So, I would like
4 to make a motion to that affect.

5 MAYOR FELLOWS: All right. We have a
6 motion.

7 Do we have a second?

8 COUNCILMEMBER WOJAHN: Second.

9 MAYOR FELLOWS: Second by Mr. Wojahn.

10 Further comments?

11 Ms. Ferguson.

12 MS. FERGUSON: Mayor, I think at this
13 point it would be appropriate to inquire of the
14 applicant and his attorney to make sure that they
15 have their opportunity to comment on whether --
16 what their position is with respect to the
17 continuance for this purpose.

18 MAYOR FELLOWS: All right. Thank you
19 for that suggestion.

20 Mr. Farrar, thank you.

21 MR. FARRAR: Mr. Mayor, as a part of
22 this, Mr. Behr had to receive a Historic Area

1 Work Permit. I haven't had an opportunity to
2 review the file as to if the Historic Area Work
3 Permit has an expiration date. It very well may.

4 So, again, we can't leave this going
5 out into perpetuity. The matter is before the
6 Council again. This has been going on for a
7 year.

8 I think that the Council can make a
9 decision this evening. Thank you.

10 MAYOR FELLOWS: All right. And, Mr.
11 Behr.

12 MR. BEHR: Yes. Ladies and gentlemen,
13 I again appreciate your time. We all have been
14 working hard on this. It has been a very long
15 time.

16 I do have other agreements with the
17 County that are also in effect that need to be
18 met to get this through, as well as the Historic
19 Work Area Permit.

20 We would definitely be if it is of the
21 opinion that this Number 7 does end up having to
22 stay, we will ensure that that agreement if you

1 want to put the language in there that it is
2 going to be signed, we will ensure it is signed
3 before the departure is granted. That way we do
4 not have to reconvene and wait another several
5 months to get this done.

6 We'll work with you guys. I've been
7 working with every level of this to get this
8 completed. And any way I can be helpful in
9 pushing this forward, I would like to do that.
10 Appreciate it.

11 MAYOR FELLOWS: Ms. Ferguson.

12 MS. FERGUSON: Okay. Can I suggest
13 that the last time that this happened in terms of
14 the order from the Council, the Council referred
15 it to the attorney for preparation of an Order.

16 MAYOR FELLOWS: Um-hm.

17 MS. FERGUSON: We could have that
18 prepared again, a preparation of an order for
19 your next session.

20 MAYOR FELLOWS: Um-hm.

21 MS. FERGUSON: And presumably that
22 would give Mr. Behr and his attorney sufficient

1 amount of time to come up with the Millers with
2 an agreement that -- or acceptable language.

3 Because if you premise it, if you
4 condition it on the issuance of the departure
5 order or resolution, you'll be issuing it and
6 you'll have to have the agreement done before
7 then or --

8 MR. BEHR: (Speaking off mic) I cannot
9 get through the County without the departure.

10 MS. FERGUSON: Right. So, what if we
11 set -- if this gets put down for the
12 consideration of the final order, the written
13 order as is stated here and you would work with
14 the Millers to come up with an agreement then
15 that's acceptable to the City prior to this
16 coming up before the Council, at least then you
17 would have a date that you knew it was coming
18 back before council and you could move from
19 there. It would give you a date certain for it.

20 Otherwise they can't really issue an
21 order that makes it -- once they issue the order,
22 the departure is done.

1 MS. SCHUM: (Speaking off mic) are
2 met, the departure is official.

3 MS. FERGUSON: Complied with, but --

4 MS. SCHUM: So, it's subject to
5 condition.

6 MS. FERGUSON: Council Member Stullich
7 is talking about putting, you know, instead of
8 saying prior to the issuance of the Use and
9 Occupancy Permit, prior to the issuance of a
10 decision in this case about the departure.

11 That was the question, and we've
12 answered that question. So, then the question to
13 the applicant and his attorney is if we set this
14 down for the approval of a final order, written
15 order on this in September, so you have a date
16 certain and that gives you some dates to work
17 with so that you can get the agreement together
18 and get it into the City for approval, is that
19 something that you could work with?

20 MR. BEHR: Honestly, I really believe
21 that we've discussed this, hashed this out, done
22 everything with this that we possibly can.

1 We are all agreeing that obviously
2 Seven is going to stay for everyone to have
3 agreement, maybe. I don't know. No vote has
4 been taken on that.

5 No vote has been taken to -- on the
6 departure as yet in eight months since we've had
7 this before the Council.

8 And to then delay it again just to get
9 a written agreement, which we're already saying
10 if that is a condition I would have to meet
11 before I get the departure, it doesn't make sense
12 to me that we would have to wait another month
13 and then maybe have another potential glitch in
14 another month.

15 We're going to be here three years
16 before this is resolved.

17 MAYOR FELLOWS: Well, if I might
18 respond, I think a significant difference between
19 the last time you were here was that we remanded
20 back to the Advisory Planning Commission, which
21 resulted in a fairly lengthy process of going to
22 another hearing before the Advisory Planning

1 Commission. And that's scheduling another return
2 to us after the hearing was over.

3 I believe that what we're hearing is
4 some concern about -- and I think there's also a
5 lot of agreement that wanting to work something
6 out where there's agreement on some sort of
7 enforcement mechanism that it's a publicly
8 enforceable parking restriction and I think sort
9 of setting that sort of putting in motion a
10 process where we're going to be addressing this
11 in September it's not like going back to the
12 Advisory Planning Commission.

13 This is something where we're hearing
14 you that we don't want to drag this on. I don't
15 think the City wants to. We really want to
16 resolve this.

17 And we do appreciate your patience in
18 this matter, but I think that because you're in
19 agreement, that we want to come to an agreement
20 before, you know, issuing Use and Occupancy
21 Permit that there's value in just setting it for
22 the next September hearing or September meeting

1 so that we've got clarity.

2 That's my observation. So, and
3 hopefully you'll take it in the spirit and you're
4 right. We have not acted on this at this point.
5 We're only discussing.

6 MR. FARRAR: Right. But, Mr. Mayor,
7 if I may, I think the real problem is that you
8 don't have an order directing him to go to the
9 City to do that.

10 So, if you adopt it as it is, I think
11 the language is sufficient. I think Ms. Schum
12 has already laid out a mechanism by which -- by
13 including this in the site plan and having it
14 recorded.

15 Then you're also going to have the
16 agreement recorded after it's approved by city
17 planning staff. So, I think as it's written, I
18 think you already have what you're after.

19 MAYOR FELLOWS: Except that the
20 concern is that -- the desire at least of some
21 council is to have it prior to the issue of the
22 departure as opposed to the Use and Occupancy

1 Permit.

2 So, it's actually a little earlier
3 than the issuance of the Use and Occupancy
4 Permit, which for the purpose of actually moving
5 forward I don't think it has that much of a
6 difference for you all if there is actually an
7 agreement that works.

8 Ms. Stullich.

9 COUNCILMEMBER STULLICH: Just a short
10 comment.

11 The departure is the last decision
12 that we, the City Council, get to make in this
13 case.

14 So, when you refer to the approval of
15 our planning staff, what you mean is that
16 planning staff would, under your scenario, they
17 would see that the words of Number 7 were on the
18 site plan, but that's not the same as being
19 certain that there will be a signed agreement.

20 And so, the -- to me, the way to be
21 certain that this agreement that's been talked
22 about will in fact happen, is to have that happen

1 before the departure.

2 And if we continue, you know, if my
3 motion passes to continue this in order to allow
4 this agreement to be created, then when that
5 agreement is signed and before us, then we have
6 no reason to not approve the departure.

7 MR. FARRAR: Right. Except what the
8 Condition Number 7 actually doesn't say without
9 the departure. You'll have the agreement with
10 the City and the amendment. That will be
11 approved by planning staff prior to the issuance
12 of the U&O.

13 So, that will be on the site plan,
14 which will be also recorded with Park and
15 Planning.

16 COUNCILMEMBER STULLICH: Not
17 necessarily. I mean, it just -- it doesn't
18 necessarily happen that way.

19 MR. FARRAR: It always happens that
20 way. The site plans are always with Park and
21 Planning.

22 So, if we list these conditions on the

1 site plan --

2 COUNCILMEMBER STULLICH: Right, but
3 Park and Planning doesn't always -- Park and
4 Planning, you know, with all due respect, Park
5 and Planning makes mistakes in the issuance of
6 permits.

7 MR. FARRAR: Right. I understand. I
8 understand your concern. But if it has those
9 seven conditions, Park and Planning checks to
10 make sure that those conditions are met prior to
11 the issuance of the U&O.

12 COUNCILMEMBER STULLICH: It depends.
13 They may not consider those conditions are
14 relevant for them to check.

15 MAYOR FELLOWS: So, I think we hear
16 your concerns. So, by advice of council we do
17 have a motion and a second before the Council.

18 The motion is in essence to continue
19 the matter. Actually, and because we have a
20 motion and a second, I mean, we're actually now
21 addressing something that's on the table.

22 We're taking -- actually, is this the

1 kind of motion and second that where additional
2 comments and then the public is heard from?

3 Because you asked us, and actually I
4 thought it was good idea to hear from the
5 applicant, but we heard the applicant's concerns
6 about that. So, I guess I'm wondering if we need
7 or should hear from additional people in the
8 public who want to testify on this, or is it back
9 to the Council?

10 MS. FERGUSON: This is not a
11 legislative act.

12 MAYOR FELLOWS: Right.

13 MS. FERGUSON: This -- you are
14 deciding as a quasi-judicial body.

15 MAYOR FELLOWS: Yes.

16 MS. FERGUSON: So, you take -- you've
17 already followed your process up to now.

18 MAYOR FELLOWS: Right.

19 MS. FERGUSON: And so, there's no
20 further process to follow.

21 MAYOR FELLOWS: Right.

22 MS. FERGUSON: What you're talking

1 about now is, the suggestion is that I think if
2 in fact you are in agreement that -- in your
3 decision that you want to have Number 7 remain in
4 and that an agreement must be reached and
5 approved by the City and be ready for recordation
6 and be recorded prior to the issuance of the
7 departure decision, what you would do is agree,
8 do a motion to that effect and say we are going
9 to refer this matter for a written order, like
10 you did for the first order that you had in this
11 case --

12 MAYOR FELLOWS: um-hm.

13 MS. FERGUSON: -- to come back to you.
14 It would come back to you in September. That
15 would give the applicant and the Millers the
16 opportunity to put together the language.

17 It's not that complicated the language
18 on this, and their own joint driveway agreement
19 is not all that complicated either.

20 And, you know, to get the language
21 together, get it approved so that you can come in
22 and issue the order. And that requirement will

1 have been met by that.

2 MAYOR FELLOWS: So, I want to ask the
3 motion maker if that's acceptable as a --
4 basically a longer version of the motion that you
5 want to make.

6 COUNCILMEMBER STULLICH: Yes, it is.
7 And I'm certainly comfortable with that. And I
8 guess I would also add that we sometimes go into
9 special sessions to approve things -- a work
10 session.

11 So, if the agreement were ready at
12 that time, I wouldn't be averse to having that be
13 a special session item. Does that --

14 COUNCILMEMBER FELLOWS: That doesn't
15 need to be in the motion, but I think that intent
16 is understood.

17 And the first work session is
18 September 1st, the very first day of September.
19 And then --- so, it's potentially a relatively
20 quick, short --- and the second, is that
21 acceptable to the second?

22 COUNCILMEMBER BRENNAN: Yes.

1 MAYOR FELLOWS: All right. So, the
2 motion is before the body. Any other comments
3 from council on the motion?

4 (No comments.)

5 (Voting.)

6 MAYOR FELLOWS: All right. I think
7 we'll probably need a roll call.

8 So, I'll go Dr. Kabir.

9 COUNCILMEMBER KABIR: No.

10 MAYOR FELLOWS: Mr. Wojahn.

11 COUNCILMEMBER WOJAHN: Yes.

12 MAYOR FELLOWS: Mr. Brennan.

13 COUNCILMEMBER BRENNAN: Yes.

14 MAYOR FELLOWS: Mr. Dennis.

15 COUNCILMEMBER DENNIS: Yes.

16 MAYOR FELLOWS: Ms. Stullich.

17 COUNCILMEMBER STULLICH: Yes.

18 MAYOR FELLOWS: Mr. Day.

19 COUNCILMEMBER DAY: No.

20 MAYOR FELLOWS: Mr. Hew.

21 COUNCILMEMBER HEW: Yes.

22 MAYOR FELLOWS: And Ms. Mitchell.

1 MAYOR PRO TEM MITCHELL: No.

2 MAYOR FELLOWS: All right. So, it's
3 six-two in support of the motion. The motion is
4 --

5 MS. SCHUM: I think it was five-three.

6 MAYOR FELLOWS: Oh, five-three. Sorry
7 about that. Five-three, yes. Five-three is
8 referred and we will be hearing this very soon.

9 So, thank you for perhaps the
10 lengthiest hearing and follow-up that I've
11 experienced.

12 We now go to -- and I apologize for
13 all of you who are here for the normal council
14 meeting. We went much longer than typically on
15 the oral argument and follow-up discussion.

16 (Whereupon, at 8:40 o'clock p.m. the
17 Oral Argument for Case No. CPD-2014-01 was
18 concluded at this time.)

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C E R T I F I C A T E

This is to certify that the foregoing transcript

In the matter of: Oral Argument of Steven Behr

Before: City of College Park

Date: 08-11-2015

Place: College Park, Maryland

was duly recorded and accurately transcribed under
my direction; further, that said transcript is a
true and accurate record of the proceedings.

Neal R Gross

Court Reporter

NEAL R. GROSS

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**PRESENTATION:
2015
JACK
PERRY
AWARD**

NOMINEE FOR THE 2015 JACK PERRY AWARD

I wish to nominate Jacquelin “Jackie” Helen Sefcik Kelly for the 2015 Jack Perry Award. Since 1971, when she became a homeowner in College Park, she has participated to an extraordinary degree in neighborhood, civic and municipal affairs within the City in a manner that has improved public spaces, fostered community cohesion, eradicated blight, informed discussion of public issues, provided leadership, and furthered the best interest of the City as a whole.

Jackie is the wife of the late John Michael Kelly, mother of Sean Michael and Denise, and grandmother of Amber and Jessica Kelly. She was born in Washington, D.C. and raised in Beltsville, Maryland.

Her involvement with the community began as a committee member with the College Park Airport Authority when the committee was charged with determining safe flight patterns over the City.

As a supportive parent, Jackie was active in community and school programs. She was a den mother for Cub Scout Pack 740 at Holy Redeemer Church (Cub, Bear, Wolf and Webelos) for 5 years - 1974-1979. In 1977, she did double duty, and was also a leader of a brownie troop of 22 girls at Holy Redeemer Church. Paint Branch Elementary School also benefited from her generosity with her time and talents. Jackie served as treasurer of the PTA for two terms, and laid the foundation for the first Mayfair and book fair programs. Sports were also on her radar, and she served as treasurer for the College Park Girls Club prior to its merger with the College Park Boys Club, and was a member of the College Park Recreation Board for two terms until 1991.

Paint Branch Elementary School was not the only public school in the City to profit from her services. Jackie taught cooking skills to students in afterschool and summer enrichment programs at the Hollywood Elementary school for 9 years.

Seniors at Attick Towers also hold a special place in her heart. From 1975-2009 Jackie served as a relief secretary there, and called bingo for the seniors for 26 years.

Jackie became a Certified Habitat Naturalist through the Windstar Institute in 1996. This training has enabled her to work with residents of North College Park and other areas to build and install Blue Bird boxes in North College Park and along the Trolley trail. Also, to encourage getting seniors outdoors and active, Jackie added Blue Bird boxes to the walking trail at Attick Towers.

She shared her interest in backyard habitats with the community in a column “Bird Talk”, that she wrote for the original College Park Municipal Scene.

Jackie has also given of her talents and time to serve as a member of the College Park Committee for a Better Environment and the Tree and Landscape Board. One of her assignments was to serve as liaison between the two committees.

Jackie has worked in landscape design at the Cherry Hill Park, a RV campground on Cherry Hill Road, since 1992. Her work there has won a beautification award from the Committee for a Better Environment for the use of recycled wood chip for mulch. Travelers from all over the world come to the campground, and Jackie's landscaping and upkeep at the park provides a positive first impression of College Park to thousands of visitors.

In October 2011, along with Joseph Smith, Jackie recognized a need for a lending library in College Park. The congregation of the Church of the Nazarene in North College Park agreed to provide space for this new community venture. The library officially opened February 22, 2012. At the present time, Jackie is the co-director at the library. Thus far, over 200 families have joined this facility that has grown to have a collection of over 14,000 circulating items.

Never one to ignore someone in need, Jackie is thought of as the go-to person by her many friends and neighbors. She is well known for circulating community information and alerting locally elected officials to situations that require their attention.

Outside of College Park, she is also known for giving of her time and talents. She has volunteered for ten years at the U. S. Dept. of the Interior, Patuxent Research Refuge, in Laurel, Maryland.

For these, and many other unrecognized accomplishments over a period of 44 years while a resident of College Park, I believe that Jackie Kelly should be the 2015 recipient of the Jack Perry Award. Jacquelin Kelly provides the perfect example of a resident of College Park, who like Jack Perry, has devoted many hours to improving the quality of life for all who once or currently live and work in College Park. Current and future residents should aim to exemplify her service to her community as a way to improve the quality of life for all in College Park.

Mary Ann Hartnett
College Park, Maryland

15-R-14

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-2015-04, 4803 LACKAWANNA STREET, COLLEGE PARK, MARYLAND, RECOMMENDING APPROVAL OF VARIANCES FROM THE PRINCE GEORGE'S COUNTY ZONING ORDINANCE: SECTION 27-442(C) PRESCRIBING MAXIMUM LOT COVERAGE AND SECTION 27-442(E) PRESCRIBING MINIMUM FRONT YARD SETBACK

WHEREAS, the City of College Park, Maryland (hereinafter, the "City") has, pursuant to §190-1 *et seq.*, and in accordance with Section 27-924 of the Prince George's County Zoning Ordinance (hereinafter, "Zoning Ordinance"), enacted 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, Section 27-442(e), Table IV of the Prince George's County Zoning Ordinance prescribes a minimum front yard setback of 25 feet in the R-55 zoning district; and

WHEREAS, the Advisory Planning Commission (hereinafter "APC") is authorized by §190-3 of the City Code 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, on May 27, 2015, Robert and Belkis Dubman (hereinafter, the “Applicants”), submitted an application for variances from Prince George’s County Zoning Ordinance, Section 27-442 (c), Table II, and Section 27-442 (e) to permit the applicant to expand a covered porch at the premises known as 4803 Lackawanna Street, College Park, Maryland (the “Property”); and

WHEREAS, on August 6, 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 and Exhibits 1 – 5 with respect to whether the subject application meets the standards for granting variances set forth in the Ordinance.

WHEREAS, based upon the evidence and testimony presented, the APC voted 5-0-0 to recommend that the variances be granted; and

WHEREAS, the Mayor and Council are authorized by §190-6 to accept or deny the recommendation of the APC with respect to variance requests; 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 4803 Lackawanna Street in the Hollywood subdivision. The property is zoned R-55.
- 1.2 The property is rectangular in shape with an area of 8,000 square feet (64-feet by 125-feet).
- 1.3 The property is improved with a 1,112 square foot, 1.5-story, frame, single-family house.
- 1.4 The subject house was constructed in 1940 and includes an existing front stoop and steps.
- 1.5 A driveway and detached garage were built in about 1945 by the original owner in such a manner that they are not aligned. Access to the garage required the driveway to be wider across the rear of the property behind the existing dwelling. The resulting driveway covers 1325 square feet.

- 1.6 The existing lot coverage exceeds the maximum permitted lot coverage by 544 square feet.
- 1.7 Front and side porches are characteristic of the neighborhood.

Section 2 Conclusions of Law

The Mayor and Council make the following conclusions of law with regard to CPV-2015-04, for the following Variances from the Prince George's County Zoning Ordinance: Section 27-442(c) prescribing maximum lot coverage, and Section 27-442(e) prescribing minimum front yard setback:

- 2.1 The property has extraordinary situations. Regarding the lot coverage variance, the existing house, driveway and garage were built before current zoning regulations and currently exceed lot coverage, see 1.6. The driveway is 75- feet long in order to reach the detached 704-square foot garage in the rear yard. As for the front yard setback variance, there is an existing 5-foot deep front stoop. Columns are needed for support of the new covered porch That would encroach on the walkable and usable walk space if the width remains 5 foot deep.
- 2.2 The strict application of the County Zoning Ordinance will result in practical difficulty upon the property owner. The existing front stoop is exceptionally small and cannot be reasonably enlarged without further exceeding lot coverage requirements. Connecting the front porch to the existing driveway will protect the owners from hazardous weather conditions which are a concern to them as they enter retirement. The additional one foot width of the covered porch will facilitate the new construction and provide the same usable walk space width of the stoop of 5 feet. A smaller porch would significantly impair the use.
- 2.3 Granting the variances requested will not impair the intent and purpose of the applicable County General Plan or County Master Plan, because the proposed porch size and location is not out of character with the neighborhood and the requested setback variance of one foot is nominal.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of College Park, Maryland to approve CPV-2015-04, and grant an 8% (640 square feet) variance from lot coverage and a one-foot variance from the front yard setback requirement.

ADOPTED, by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the 8th day of September 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-15

**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 A
NON-CONFORMING USE CNU-2015-01 FOR COLLEGE PARK WESLEYAN
CHURCH, 4915 EDGEWOOD ROAD, COLLEGE PARK, MARYLAND
RECOMMENDING APPROVAL OF THE REQUEST FOR CERTIFICATION OF A
NON-CONFORMING USE**

- WHEREAS,** the City of College Park, Maryland (hereinafter, the "City") has, pursuant to §190-1 *et seq.*, and in accordance with Section 27-924 of the Prince George's County Zoning Ordinance (hereinafter, "Zoning Ordinance"), enacted 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,** 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,** 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 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 recommendations of the APC with respect to Certification of Non-Conforming Use requests; and

WHEREAS, on June 18, 2015, Glenn J. Johnson, Trustee, representing the College Park Wesleyan Church (hereinafter, the “Applicant”), submitted a request for certification of a nonconforming use for a church located at 4915 Edgewood Road, 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 August 6, 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 – 6 and the PowerPoint Presentation 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 5-0-0 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 subject site, known as College Park Wesleyan Church, is located at 4915 Edgewood Road, west of the intersection with Rhode Island Avenue.
- 1.2 The building 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 1 acre in size.
- 1.3 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.
- 1.4 The Applicant submitted a variety of material to indicate continuous use since the church became nonconforming in 1993 such as: deeds of trust, communication from the local government, a program from the 50th anniversary of the church at this location, letter from the water and sewer company indicating no record of water service interruption, and affidavits from members.
- 1.5 The APC concluded that the date the use commenced should be established as 1954.
- 1.6 No one testified in opposition to the request for certification.

Section 2 Conclusions of Law

The Mayor and Council make the following conclusions of law with regard to CNU-2015-01, A Request for Certification of Nonconforming Use:

- 2.1 Based on a preponderance of the documentary evidence submitted including deeds, records from the local government, a letter from the water and sewer company and affidavits from church members, the church was established in 1954, and 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, 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 approval of Certification of Nonconforming Use as nonconforming and not illegal. The Mayor and Council recommend that a new Use and Occupancy Permit be issued to the current owner subject to the following conditions:

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

- a. Provide an as-built site plan that is in accordance with Section 27-254 of the Prince George's County Zoning Ordinance.
- b. Indicate that there are 26 parking spaces including three (3) designated for handicapped accessibility.
- c. Include a note stating the date of construction as 1954.
- d. Include a note stating the use of the building as a church and the number of seats as 288 (24 pews each holding 12 seats).
- e. Include a table showing the required zoning regulations and site compliance.

ADOPTED, by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the 8th day of September 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

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE
CITY OF COLLEGE PARK, MARYLAND TO
DISSOLVE THE FARMERS MARKET COMMITTEE**

- WHEREAS,** On April 10, 2012 the College Park City Council adopted Resolution 12-R-07 establishing the Farmers Market Committee; and
- WHEREAS,** the Farmers Market Committee helped to implement a successful farmers market in downtown College Park; and
- WHEREAS,** the downtown farmers market is now well established and thriving; and
- WHEREAS,** City staff serve the role of market oversight in conjunction with a contracted market master; and
- WHEREAS,** the purpose and charge of the committee has been fulfilled; and
- WHEREAS,** the three-year term of all members has expired.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of College Park, Maryland, that the Farmers Market Committee be, and it is hereby, dissolved.

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:

**THE CITY OF COLLEGE PARK,
MARYLAND**

Janeen S. Miller, City Clerk

Andrew M. Fellows, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Suellen M. Ferguson, City Attorney

15-R-16

15-R-17

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE
CITY OF COLLEGE PARK, MARYLAND TO
DISSOLVE THE SUSTAINABLE MARYLAND CERTIFIED GREEN TEAM**

- WHEREAS,** on August 9, 2011 the College Park City Council adopted Resolution 11-R-14 supporting participation in the Sustainable Maryland Certification (SMC) Program; and
- WHEREAS,** on March 13, 2012 the College Park City Council adopted Resolution 12-R-06 establishing the Sustainable Maryland Certified Green Team (SMCGT); and
- WHEREAS,** the formation of the SMCGT was a requirement of participation in the SMC Program; and
- WHEREAS,** the SMCGT was charged with preparing a three-year action plan and submitting appropriate documentation to achieve certification in the SMC Program; and
- WHEREAS,** the City completed sufficient actions and submitted appropriate documentation and was honored to receive Sustainable Maryland Certification in June, 2013; and
- WHEREAS,** Resolution 12-R-06 of the College Park City Council mandated that the SMCGT shall be discharged when Sustainable Maryland Certification is obtained by the City of College Park.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of College Park, Maryland that the Sustainable Maryland Certified Green Team be, and it is hereby, dissolved.

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:

**THE 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-93

MEMORANDUM

TO: Mayor and Council

THROUGH: Joseph Nagro, City Manager

FROM: Robert W. Ryan, Director of Public Services 

DATE: August 28, 2015

SUBJECT: Field Use Requests – College Park Boys & Girls Club

ISSUE

The College Park Boys and Girls Club (CPB&GC) has submitted Summer/Fall field use applications for Duvall and Calvert Road Fields. These were submissions were received electronically by Public Services staff between August 16th and 24th. Council approval is required.

SUMMARY

The attached four (4) field use requests were submitted by the CPB&GC after the August meetings of the Recreation Board and the City Council. These annual applications are routinely approved by the City Council after recommendations are made by the Recreation Board. Contingent approval was granted by the City Manager to allow use of the fields before the September Council worksession, pending official final Council and Recreation Board approval.

The CPB&GC has been advised to review the City's field use guidelines, and submit their annual applications according to the schedule contained in the guidelines.

RECOMMENDATION

Staff recommends that the Council place these applications on their consent agenda for approval.

Attachments:

1. Duvall Field Use Application for Lacrosse Scrimmages to be held on 08/22 & 09/09
2. Duvall Field Use Application for Lacrosse Practice & Scrimmages from 08/24 through 11/8
3. Duvall Field Use Application for Soccer practice from 08/24 through 11/30
4. Calvert Hills Field Use Application for Soccer practice for ages 5-11 from 08/31 through 11/30



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: 18 AUG 15

Name of Organization: CP Boys + Girls Club

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

Contact Name(s): Mary Lintner

Mailing Address: 5030 Laguna Rd College Park Md 20740

Email Address: Mary.Lintner@aol.com

Day Phone: _____ Evening Phone: _____ Cell Phone: 301 335 3106

Description of Activity/Event: Lacrosse Scrimmage

Sports Baseball Football Lacrosse Softball T-ball _____

Expected Number of Participants 100 Age Range: 5-14

Additional Requirements: Toilets Lights Concession Stand

Date(s) Requested: August 22 + September 9th 6-8 pm

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 6 a.m. p.m. UNTIL 8 a.m. or p.m.

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

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: Received after the 1st & Council August meetings - will confirm w/fees Sept. mtg.

Pub. Svcs Director Concur Yes No

Comments: met 20 Aug 15 - Agreed to begin as scheduled w/ subsequent confirmation

City Manager Concur Yes No

Comments: _____

Mayor and Council Concur Yes No FOR 8 SEPT. 15 CONSENT

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;

Normal wear and tear; children
running with cleats

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

College Park resident coach's and kids
70%

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

The benefit is the use of DuVall Field,
kids playing a structured activity.

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

CPBGC is a volunteer organization

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

anything you need!

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

absolutely



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: 18 AUG 15

Name of Organization: CP Boys + Girls Club

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

Contact Name(s): Mary Lintner

Mailing Address: 5030 Laguna Rd College Park Md 20740

Email Address: Mary.Lintner@aol.com

Day Phone: _____ Evening Phone: _____ Cell Phone: 301 335 3106

Description of Activity/Event: Lacrosse practice / scrimmage

Sports Baseball Football Lacrosse Softball T-ball _____

Expected Number of Participants 100 Age Range 5 - 14

Additional Requirements: Toilets Lights Concession Stand

Date(s) Requested: Starting 8/24 - 11/8

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 6 a.m. p.m. UNTIL 8 a.m. or p.m.

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

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: Received after fee Bd & Council Aug meetings - will confirm ahead @ Sept. meetings

Pub. Svcs Director Concur Yes No

Comments: on 20 Aug 15 - Approved to begin as scheduled w/ subsequent confirmation

City Manager Concur Yes No

Comments

Mayor and Council Concur Yes No

FOR 8 SEPT 15 CONSENT

Comments:



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: 18 AUG 15

Name of Organization: CP Boys + Girls CLUB

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

Contact Name(s): Mary Lintner

Mailing Address: 5030 Laguna Rd College Park Md 20740

Email Address: Mary.Lintner@aol.com

Day Phone: _____ Evening Phone: _____ Cell Phone: 301 335 3106

Description of Activity/Event: Lacrosse Scrimmage

Sports Baseball Football Lacrosse Softball T-ball _____

Expected Number of Participants 100 Age Range 5-14

Additional Requirements: Toilets Lights Concession Stand

Date(s) Requested: August 22 + September 9TH 6-8 pm

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 6 a.m. p.m. UNTIL 8 a.m. or p.m.

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

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: Received after the 1st Council August meeting - will confirm if fee is Sept. mtg.

Pub. Svcs Director Concur Yes No

Comments: see 20 Aug 15 - Approved to begin as scheduled w/ subsequent cooperation

City Manager Concur Yes No

Comments: _____

Mayor and Council Concur Yes No FOR 8 SEPT. 15 CONSENT

Comments: _____



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: 21 AUG 15

Name of Organization: College Park Boys + Girls Club

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

Contact Name(s): Mary Lintner

Mailing Address: 5030 Laguna Rd College Park Md 20740

Email Address: Mary.lintner@aol.com

Day Phone: _____ Evening Phone: _____ Cell Phone: 3013353106

Description of Activity/Event: SOCCER practice / scrimmages

Sports Baseball Football Lacrosse Softball T-ball _____

Expected Number of Participants 150 + Age Range 5-16

Additional Requirements: Toilets Lights Concession Stand

Date(s) Requested: Aug 24 - Nov 30

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 5:00 a.m. p.m. UNTIL 9:00 a.m. or p.m.

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

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: received after Rec Bd & Council August meetings - will confirm w/ each @ Sept mtg.

Pub. Svcs Director Concur Yes No
 Comments: Aug 21 Aug 15 - Approved to begin as scheduled w/ subsequent confirmation

City Manager Concur Yes No
 Comments: up May - subject to M&C approval @ 9/2/15 mtg

Mayor and Council Concur Yes No
 Comments: FOR 8 SEPT. 15 CONSENT

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;

normal wear + tear for soccer

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

College Park kids + coach's

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

youth playing soccer

seniors coaching

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

volunteer organization

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

whatever is needed.

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

hoping!



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: 24 Aug 15

Name of Organization: College Park Boys + Girls Club

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

Contact Name(s): Mary Lintner

Mailing Address: 5030 Laguna Rd College Park Md 20740

Email Address: Mary.Lintner@aol.com

Day Phone: _____ Evening Phone: _____ Cell Phone: 301 335 3106

Description of Activity/Event: Soccer practice

Sports Baseball Football Lacrosse Softball T-ball Soccer

Expected Number of Participants 40 Age Range 5 - 11

Additional Requirements: Toilets Lights Concession Stand

Date(s) Requested: Aug 31 - NOV 30, 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 5 a.m. p.m. UNTIL 9 a.m. or p.m.

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

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: Received after Rec Bd + Council August meetings - will confirm in lead @ Sept. mtg.

Pub. Svcs Director Concur Yes No

Comments: mtg 24 Aug 15 - Agreed to begin as scheduled w/ subsequent confirmation

City Manager Concur Yes No

Comments: John Wagner - Subject to approval 8 M+C. 9/8/15

Mayor and Council Concur Yes No

Comments: FUL 8 SEPT. 15 CONSENT

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;

normal wear, young kids playing
soccer

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

College Park kids, College Park Coach's

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

Kids running, Adults coaching

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

Volunteer organization

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

please let us know what we can do!

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

I hope so!

15-G-94

MEMORANDUM

TO: Mayor and City Council
THROUGH: Joseph Nagro, City Manager
FROM: Robert W. Ryan, Public Services Director 
DATE: August 28, 2015
SUBJECT: Field Use Request – Berwyn Baptist Church

ISSUE

The Berwyn Baptist Church has requested an additional date for a series of Sunday afternoon events to be held at the City's Duvall Field. City Council approved a request at its April 14, 2015 meeting for September 27, October 4th and 11th.

The group is now requesting Sunday, September 20th for the same hours.

SUMMARY

This request is similar to past requests approved by the Council.

RECOMMENDATION

It is recommended that the Council place this request on the consent agenda and approve this amended application.



Field Use Reservation Application

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

V-b
V-d, e, f

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

Date of Application: March 18, 2015

Name of Organization: Berwyn Baptist Church

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

Contact Name(s): Betty Phelps / Anita Hanna

Mailing Address: 4720 Cherokee Street, College Park, MD 20740

Email Address: Betty.Phelps1@verizon.net / ANITAHANNA77@COMCAST.NET

Day Phone: 301-459-4072 Church 301-466-0222 (Betty)
Evening Phone: 301-474-7117 Cell Phone: 301-351-7483 (Anita)

Description of Activity/Event: Game Time for Children (AWANA GROUP)

Sports Baseball Football Lacrosse Softball T-ball General Games; Soccer, Kickball

Expected Number of Participants: 20-30 Age Range: Kindergarten - 7th Grade

Additional Requirements: Toilets Lights Concession Stand

Date(s) Requested: April 19, 2015 & Sept 27, Oct 4, & Oct 11, 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: 4:45 a.m. p.m. UNTIL 6pm a.m. or p.m.

Are you collecting a fee? Yes No If yes, Purpose: 50¢/week to help defray expenses

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: 9/27, 10/4 and 10/11 Only; 4/19 Denied.

Pub. Svcs Director Concur Yes No

Comments: _____

City Manager Concur Yes No

Comments: _____

Mayor and Council Concur Yes No

Comments: _____

April 19, 2015: Reserved for CP Boys and Girls Club.

[Handwritten signature]

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;

General games on 4 Sundays in the year -
weather permitting - for children Kind-7th grade. LIMITED
wear & tear expected.

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

A majority of the participants will be children
living in College Park, MD.

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

All college park residents ages 5-12 may
participate in this activity.

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

Youth may receive service hours for
school.

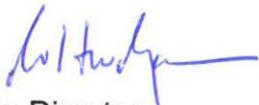
- e. Assistance to be provided by the user for maintenance of the recreational facility; and

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

Activities promote recreational opportunities
for children and a safe environment for
families to bring their children for
spiritual growth.

15-G-95

MEMORANDUM

TO: Mayor and City Council
THROUGH: Joseph Nagro, City Manager 
FROM: Robert W. Ryan, Public Services Director
DATE: August 28, 2015
SUBJECT: Field Use Request – The Open Bible Deaf Church

ISSUE

The Open Bible Deaf Church has submitted an application for use of Duvall Field on Saturday, September 12, 2015. The application was received electronically by the Department of Public Services. The attached application was reviewed by the Recreation Board. It was discussed at its regular July meeting however there was no quorum and applicant was offered alternative dates.

SUMMARY

The Open Bible Deaf Church at Berwyn Baptist Church amended their request. They are requesting use of the parking area and the rest rooms on Saturday, September 12, 2015 from 8:00 a.m. until 2:00 p.m. to conduct a yard sale as a church fund raiser. This request is similar to past requests approved by the Council.

RECOMMENDATION

It is recommended that the Council place this request on the consent agenda and approve this amended application.

**Draft Minutes
City of College Park
Recreation Board Meeting
Monday, ~~June 1~~, JULY 6, 2015 - 6:30 p.m.
College Park Community Center
5051 Pierce Avenue**

<u>Members</u>	<u>Present</u>	<u>Absent</u>
Jazs Araghi	<u>X</u>	<u> </u>
Alan Bradford	<u>X</u>	<u> </u>
Adele Ellis	<u> </u>	<u>X</u>
Eric Grims	<u>X</u>	<u> </u>
Bettina McCloud	<u> </u>	<u>X</u>
Judith Oarr	<u> </u>	<u>X</u>
Barbara Pianowski	<u> </u>	<u>X</u>

Also Present:

Robert Ryan, *Public Services Director*; Sharon Fletcher, Department of *Public Services Administrative Assistant*; Julie Beavers, Recording Secretary

I. Call to Order

The meeting was called to order at 6:43 p.m.
A quorum was not present.

II. Approval of Agenda

Correction: The date of today's meeting is July 6, 2015

III. Approval of June 1, 2015 Minutes

Ms. Araghi motioned to approve the minutes as submitted. Mr. Grims seconded the motion.

IV. Treasurer's Report for June 2015

Ms. Fletcher requested that the Treasurer's Report only be printed when there is a change to the account. The present Board members agreed to this request.

V. Field Use Requests Duvall Field

- a. Open Bible Deaf Church Annual Yard Sale – 07/25/2015 or 08/01/2015
There was discussion but no vote due to lack of quorum.

VI. Recent Events

- a. Fourth of July Fireworks and Concert
The Board members enjoyed the event. Ms. Araghi distributed stickers.

Sharon Fletcher

From: eagle744@verizon.net
Sent: Monday, June 22, 2015 4:23 PM
To: Sharon Fletcher
Subject: yard sale permit
Attachments: College Park Duvall Field permit on 25 July 2015 form page 1 filled.docx; College Park Duvall Field permit on 25 July 2015 form page 2 filled.docx; yard sale request letter for 25 July 2015.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Sharon,

Please click on the file attachment on my yard sale permit.

Thanks, Fred & Ora McLellan, eagle744@verizon.net



Field Use Reservation Application

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

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

Date of Application: June 22, 2015

Name of Organization: Open Bible Deaf Church

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

Contact Name(s): Henry Tsai and Ora McLellan

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

Email Address: Eagle744@verizon.net

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

Description of Activity/Event: Yard Sale

Sports Baseball Football Lacrosse Softball T-ball

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

Additional Requirements: Toilets Lights Concession Stand

Date(s) Requested: Saturday, July 25 or August 1, 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: 8:00 AM a.m. p.m. UNTIL 2:00 PM a.m. or p.m.

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

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

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

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

Recommendations and Notifications

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

Comments: _____

Pub. Svcs Director Concur Yes No _____

Comments: _____

City Manager Concur Yes No _____

Comments: _____

Mayor and Council Concur Yes No _____

Comments: _____





Search Here

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;

We will be using part of land near the playground, next to car parking curb.

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

Henry Tsai who is College Park resident will either be selling his stuff or visiting.

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

Buyers will be very content with their bargain purchases. Sellers with some cash income, riddance of their Stuff, and fellowship with people.

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

Sellers will clean up the area before they leave.

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

(same as #d above)

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

(same as #d above)

June 22, 2015

Sharon Fletcher
Public Services
4601 A Calvert Rd.
College Park, MD 20740-3421

Dear Ms. Fletcher,

Enclosed is a form for using Duvall Field for a yard sale on either July 25 or August 1, 2015.

What do you advise that I should do the next time I request for the same thing in order to do it properly?

Thank you.

Ora McLellan

15-G-96

MEMORANDUM

TO: Mayor and City Council

THROUGH: Joe Nagro, City Manager

THROUGH: Robert Ryan, Director of Public Services

FROM: Jim Miller, Parking Enforcement Manager

DATE: August 6th, 2015

SUBJECT: Request for Council Permission to Park Prohibited Vehicle (Trailer)

ISSUE

City Code Section 184-8A (attached) establishes parking restrictions for certain kinds and sizes of vehicles, to include trailers of any type. Council approval for an exemption in such cases is required to allow parking of these vehicles/trailers for a period longer than 24 hours.

SUMMARY

City staff recently received a request from Mr. John Saylor, resident and property owner at 5209 Kenesaw Street, to park a personal trailer on the street in his neighborhood, and has subsequently requested that his trailer be granted an exemption from the 'Prohibited Vehicles' ordinance.

To facilitate Council review of these types of requests, staff has developed an application process to present the necessary information in a standard format. A letter of request from the owner, along with supporting documentation is attached for review.

Furthermore, enforcement of this ordinance has been suspended in this matter, pending Council's decision.

RECOMMENDATION

Staff recommends that this matter be placed on an upcoming work session for Council review, and that the request be discussed with the applicant to determine if it should be granted or denied. Additionally, it is requested that the applicant be invited to attend both the work session and subsequent formal Council meeting.

Attachments:

Sub-Section 184-8A

Application forms and supporting documents

Jim Miller

From: John N Doris [john22@verizon.net]
Sent: Monday, July 06, 2015 10:37 AM
To: Jim Miller
Cc: Yvette Allen
Subject: Requesting exemption for tow trailer to be parked in front of my house

ATTN: MAYOR &. COUNCIL

Hello my name is John Saylor and I live at the bottom of Kenesaw Street. I own a 5x8 tow trailer that I park in front of my house. It has been parked in front of my house since I purchased it 4 years ago. All of a sudden I get 2 citations for parking between the hours of 8pm - 6am ticket no 2374946 and 2374920 in front of my own house. I am asking that I receive an exemption letter so I can continue to park in front of my own house. I talked to my neighbors and they do not have a problem with me parking my trailer there. Thanking you in advance.

John Saylor
5209 Kenesaw Street
College Park, Maryland 20740
301 - 974 - 5339

15-G-97



DEPARTMENT OF
TRANSPORTATION SERVICES

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF MARYLAND, DEPT OF TRANSPORTATION SERVICES
AND
THE CITY OF COLLEGE PARK**

This Memorandum of Understanding is entered into by and between the Department of Transportation Services (DOTS), University of Maryland College Park and The City of College Park, Maryland (the City) effective the 31st day of August, 2015. This is a Memorandum of Understanding, which is not a legal document.

In consideration of the mutual promises and undertakings herein, the parties hereto agree as follows:

1. Beginning August 31, 2015 through August 30, 2016, residents and employees of the City in possession of a prescribed identification card issued by the City will be allowed access to all publicly scheduled shuttle routes operated by DOTS.
2. For the above shuttle bus services, the City agrees to pay DOTS \$6,000, which is due by December 31, 2015. The annual rate covers up to 1,000 passes. DOTS shall provide the City with annual ridership data. The City shall keep a record of the total number of passes distributed during the agreement term. If the total number of annual passes distributed reaches 1,000, the City shall notify DOTS which will authorize the City to issue additional passes in increments of 100 at no added cost to the City.
3. Either party may terminate this agreement by providing written notice of termination 60 days prior to the stated termination date. All notices shall be in writing and shall be delivered by messenger or recognized overnight courier, or shall be sent by registered or certified mail return-receipt requested, in each instance to the respective addresses set forth below, or to such other address or addresses as respective party may designate by written notice duly sent to the other. Any other changes to this agreement, by either party, must be in writing and agreed upon by both parties.

CITY OF COLLEGE PARK:

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

DOTS:

University of Maryland
Department of Transportation Services
Attention: J. David Allen
Regents Drive Garage, Building 202
College Park, MD 20742

15-G-98

Home / Used Cars / Chevrolet / Equinox / 2009 Equinox / Prices with Options / Prices with Options Results

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2009 Chevrolet Equinox - What Your Car is Worth

Use Edmunds.com to accurately appraise your used car.

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Colors & Options

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1 of 128

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Trade-in ?

Dealer Retail

\$8,493

\$10,612

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Private Party Sale

\$9,516



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Pricing Details for a 2009 Chevrolet Equinox

LS 4dr SUV

Customized True Market Value® Prices

Rate This Page

	Private Party	Dealer Retail
National Base Price	\$8,949	\$10,277
Optional Equipment	\$0	\$0
AM/FM/CD Audio System	\$0	\$0
Color Adjustment - White	\$3	\$4
Regional Adjustment - for Zip Code 20740	\$-80	\$-93
Mileage Adjustment - 40,000 miles	\$2,563	\$2,563
Condition Adjustment - Average	\$-1,665	\$-1,906
Total	\$8,493	\$10,612

Buying a Certified Used Vehicle

Certified Used Price

Dealer Retail

Vehicle not eligible for certification.

New 2015 Hyundai Tucson

\$214 PER MONTH

OR NO PAYMENTS FOR 90 DAYS

COLLEGE PARK LEYON DALLS

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3 of 103 For Sale

Near College Park, MD 20740

Used 2007 Chevrolet Equinox LT

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Mileage

Price

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- Honda Pilot
- Honda CR-V
- Honda Accord
- Ford F-150
- Jeep Renegade

Top 50 Most Researched Vehicles

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Why ads?

2009 Chevrolet Equinox Pricing Report

Trade In to a Dealer



Style: LS Sport Utility 4D
Mileage: 38,000



Trade-in Values valid for your area through 6/11/2015
Very Good Condition

Vehicle Highlights

Fuel Economy:
City 17/Hwy 24/Comb 20 MPG

Max Seating: 5

Doors: 4

Engine: V6, 3.4 Liter

Drivetrain: AWD

Transmission: Automatic, 5-Spd w/Overdrive

EPA Class: Sport Utility Vehicles

Body Style: Sport Utility

Country of Origin: United States

Country of Assembly: Canada

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Engine

V6, 3.4 Liter

Transmission

Automatic, 5-Spd w/Overdrive

Drivetrain

✓ AWD

Braking and Traction

Traction Control

StabiliTrak

ABS (4-Wheel)

Comfort and Convenience

Air Conditioning

Power Windows

Power Door Locks

Cruise Control

Steering

Power Steering

Tilt Wheel

Entertainment and Instrumentation

AM/FM Stereo

CD (Single Disc)

OnStar

Safety and Security

Dual Air Bags

Exterior

Rear Spoiler

Cargo and Towing

Roof Rack

Wheels and Tires

✓ Premium Wheels

Exterior Color

✓ White

Glossary of Terms

Kelley Blue Book® Trade-in Value - This is the amount you can expect to receive when you trade in your car to a dealer. This value is determined based on the style, condition, mileage and options indicated.

Trade-In Range - The Trade-In Range is Kelley Blue Book's estimate of what you can reasonably expect to receive this week based on the style, condition, mileage and options of your vehicle when you trade it in to a dealer. However, every dealer is different and values are not guaranteed.

Tip:

It's crucial to know your car's true condition when you sell it, so that you can price it appropriately. Consider having your mechanic give you an objective report.

Selling To Someone ON Street



Kelley Blue Book The Trusted ResourceSM



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Why ads?

2009 Chevrolet Equinox Pricing Report

Sell To Private Party



Style: LS Sport Utility 4D
Mileage: 38,000



Vehicle Highlights

Fuel Economy:
City 17/Hwy 24/Comb 20 MPG

Max Seating: 5

Doors: 4

Engine: V6, 3.4 Liter

Drivetrain: AWD

Transmission: Automatic, 5-Spd w/Overdrive

EPA Class: Sport Utility Vehicles

Body Style: Sport Utility

Country of Origin: United States

Country of Assembly: Canada

Private Party Values valid for your area through 6/11/2015

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Engine

V6, 3.4 Liter

Transmission

Automatic, 5-Spd w/Overdrive

Drivetrain

✓ AWD

Braking and Traction

Traction Control
StabiliTrak
ABS (4-Wheel)

Comfort and Convenience

Air Conditioning
Power Windows
Power Door Locks
Cruise Control

Steering

Power Steering
Tilt Wheel

Entertainment and Instrumentation

AM/FM Stereo
CD (Single Disc)
OnStar

Safety and Security

Dual Air Bags

Exterior

Rear Spoiler
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Roof Rack
Wheels and Tires
✓ Premium Wheels
Exterior Color
✓ White

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15-G-99

MEMORANDUM

TO: Mayor and City Council

THROUGH: Joseph L. Nagro, City Manager

FROM: Robert W. Ryan, Director of Public Services

DATE: September 4, 2015

RE: Special Sunday Sales Permit Application and Property Use Agreement,
8141 Baltimore Avenue Corp. t/a College Park Liquors

ISSUE

College Park Liquors has applied to the Board of License Commissioners (BOLC) for a Special Sunday Off - Sales permit. The Council met with the applicant and has requested certain conditions in return for not opposing this new permit.

SUMMARY

The applicant, 8141 Baltimore Avenue Corporation, t/a College Park Liquors, 8147 Baltimore Ave. Units E & F, College Park, MD 20740, Mr. Sai Chiang, VP, has applied for one of the newly available Special Sunday Off-Sales Permits to allow sale of liquor in addition to beer and wine on Sundays. The applicant and his legal counsel met with the Council at a Worksession on September 1, 2015 and discussed concerns of the Council and possible conditions for City support of this application.

The City Attorney has drafted the attached Property Use Agreement (PUA) reflecting Council's position, and has provided it to the applicant and his legal counsel for consideration.

The draft PUA conditions include an agreement to invest \$50,000 in interior improvements, a minimum of 50% clear window area, a clear aisle along the front of the store, and the use of scanner identification technology. Any proposed revisions to the draft PUA will be provided in the Council's red folders at the work session.

RECOMMENDATION

The Council should consider the draft PUA and approve it, and authorize the City Manager to sign the approved PUA in substantially the form as attached, and authorize staff to testify to the City's position at the BOLC hearing.

Attachments:

1. Draft Property Use Agreement
2. BOLC Notice and Glossary
3. BOLC Notice of Hearing for Applicant

****DRAFT****

PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT (the "Agreement") is made as of the _____ day of _____, 2015, by and between 8141 Corporation, t/a College Park Liquors, 8147 Baltimore Avenue, Unit E & F, College Park, 20740 and Sai Chiang and ***, Authorized Persons (collectively "Licensee"); and the CITY OF COLLEGE PARK, a Maryland municipal corporation (the "City").

WITNESSETH

WHEREAS, Campus Village Shopping Center Joint Venture is the owner and 8141 Corporation is a tenant at the property located at 8147 Baltimore Avenue, Unit E and F, College Park, 20740 (the "Property"); and

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

WHEREAS, Licensee currently has a Class A, Off-Sale license which allows sales of liquor six days per week; and

WHEREAS, Licensee has applied to the Board of Liquor License Commissioners of Prince George's County, for a Special Sunday Off-Sale Permit ("Permit"); and

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

WHEREAS, in consideration of the covenants contained in this Agreement, the City will voice no objection to the Licensee's application for issuance of the Permit to the Property, subject to the terms, conditions and restrictions contained herein.

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

1. Window advertising of the sale of beer, wine or liquor shall not exceed 50% coverage, and shall be arranged to the extent possible to allow police to view the interior for security.

2. Licensee shall invest a minimum of Fifty-thousand Dollars (\$50,000.00) within one year of issuance of the Permit to redesign the store layout, install carpet or new flooring, redesign shelving/display areas, and upgrade the cash register/check-out areas. To the extent feasible, the store layout shall include a clear aisle immediately inside the windows for visibility, and visible end of aisle displays. Licensee shall not request a waiver of this requirement from the Board of License Commissioners.

3. Licensee shall use an identification scanner system, designed to recognize false identification prior to making alcoholic beverage sales. Licensee will not accept State of Maryland vertical type licenses as proof of age.

5. Enforcement. The City shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed upon the Property and/or Licensee pursuant to the provisions of this Agreement. The parties agree that if Licensee should breach the terms of the Agreement, the City would not have an adequate remedy at law and would be entitled to bring an action in equity for specific performance of the terms of this Agreement. In the event the City is required to enforce this Agreement and Licensee is determined to have violated any provision of this Agreement, Licensee will reimburse the City for all costs of

the proceeding including reasonable attorney's fees. Should Licensee prevail in any action brought by the City to enforce a provision of this Agreement, the City shall reimburse Licensee for all costs of the proceeding including reasonable attorney's fees.

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

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

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

9. Scope and Duration of Restrictions. The restrictions, conditions and covenants imposed by this Agreement shall be valid only so long as Licensee maintains the Permit.

10. Security.

Licensee shall diligently enforce ID policies through trained and certified managers and employees. Licensee agrees to take all necessary measures to ensure that under age persons do not obtain alcoholic beverages.

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

a. If to the Licensee:

b. If to the City:

City Manager
City of College Park
4500 Knox Road
College Park, Maryland 20740

with copy to:

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

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

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

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

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

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

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

WITNESS/ATTEST

COLLEGE PARK LIQUORS

WITNESS/ATTEST

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By:_____
Joseph L. Nagro, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:_____
Suellen M. Ferguson, City Attorney

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN: That Pursuant to Section 11-517 of Article 2B of the Annotated Code of Maryland, the Board accepted applications for the Special Sunday Off-Sale Permit. The number of Special Sunday Off-Sale Permits is limited therefore Board will hold Six (6) Public Hearings regarding the issuance of these permits. On September 15, 2015 at 9:30 a.m., the following establishments are scheduled for a hearing:

t/a Accokeek Wine and Spirits

Osborne Wine & Spirits LLC
15789 Livingston Road, #116
Accokeek, 20607

And

t/a Asian Restaurant & Carryout

Riordan's Inc.
3210 Branch Avenue
Silver Hill, 20748

And

t/a Avenue Liquors

DHRUV LLC
3318 Walters Lane
Forestville, 20747

And

t/a Big Daddy's Barbeque & Discount Liquors

Big Daddy's Barbeque & Discount Liquors, LLC
9340 Annapolis Road
Lanham, 20706

And

t/a Bill's Wine & Liquor

Drashti, LLC
7431 Annapolis Road
Hyattsville, 20784

And

t/a Bossy's Liquors

A.W. Wells, Inc.
16001 Marlboro Pike
Upper Marlboro, 20772

And

t/a Calverton Liquors

Jay, Inc.
11414 Beltsville Drive
Beltsville, 20705

And

t/a College Park Liquors

8141 Baltimore Avenue Corporation
8147 Baltimore Avenue, Unit E & F
College Park, 20740

And

t/a Cox's Liquors

Cox's Liquors, Inc.
7200 Martin Luther King Highway
Landover, 20785

And

t/a East Pines Liquors

Othi Corporation
6801 Riverdale Road
Riverdale Park, 20737

And

t/a Ft. Washington Liquors

Ilno, Inc.
10200 Old Fort Road
Fort Washington, 20744

And

t/a Gee's

G & E Enterprises, LLC
3415 52nd Avenue
Cheverly, 20781

And

t/a Gem Liquors

SAHIL, LLC
9443 Annapolis Road
Seabrook, 20706

And

t/a Greenway Liquors

Shanta-Greenway Liquors, Inc.
7533 Greenbelt Road
Greenbelt, 20770

And

t/a Hampton Liquors

H.P. Kim, Inc.
9101 Central Avenue
Capitol Heights, 20743

And

t/a Kim's Liquors

Brinkley Spirits, Inc.
3223 Brinkley Road
Temple Hills, 20748

And

t/a Marlboro Pike Restaurant and Liquors

DHEER, LLC
5205 Marlboro Pike
Capitol Heights, 20748

And

t/a Modern Liquors
M & W Liquors, Inc
2358 Iverson Street
Temple Hills, 20748

And

t/a Penn Mar Liquors
Radhika, LLC
3022 Donnell Drive
Forestville, 20747

And

t/a Pincus Liquors
J & A, LLC
3801 Bladensburg Road
Colmar Manor, 20722

And

t/a Rip's Country Inn
Superior Management, Inc.
3809 North Crain Highway
Mitchellville, 20716

And

t/a Super Liquors
Marlboro Super Liquors, Inc.
t/a 4745 Marlboro Pike
Capitol Heights, 20743

And

t/a Tina's Deli & Liquor
RAJA SAHIB, Inc.
4901 Annapolis Road
Bladensburg, 20710

The Public Hearing will be held on:

Regular Session
September 15, 2015
9:30 a.m.
Page 5

**September 15, 2015
9:30 a.m.
9200 Basil Court
Room 410
Largo, Maryland 20774**

Testimony will be accepted by letter or can be provided in person, either for or against the request, at the public hearing. Additional information can be obtained by contacting the Board's Office at 301-583-9980.

**BOARD OF LICENSE COMMISSIONERS
(LIQUOR CONTROL BOARD)**

Attest:
David S. Son
Administrator
August 3, 2015

NOTICE OF PUBLIC HEARING

The Board of License Commissioners for Prince George's County, Maryland in accordance with the provisions of Article 2B of the Annotated Code of Maryland will accept testimony regarding the proposed, changes and additions to the Prince George's County Rules and Regulations to include new Rule and Regulation #81:

R.R. 81 - SPECIAL SUNDAY OFF-SALES PERMIT

1. There is a Special Sunday Off-Sale Permit which may be issued to the holder of a Class A, Beer, Wine, Liquor license or the holder of a Class B, Beer, Wine, Liquor license with an off sale privilege under Article 2B, Section 6-201(r)(2)(ii). The permit authorizes the holder to sell alcoholic beverages, for consumption off the licensed premises only, on Sunday between the hours of 8:00 a.m. to 12:00 midnight. If the permit is issued to the holder of a Class B, Beer, Wine, Liquor license with an off sale privilege under Section 6-201(r) (2) (ii), the holder is no longer required to comply with any restaurant or food requirements. The number of permits authorized to be issued by the Board is limited.
2. The application fee for this permit is \$750, which shall be filed with the application.
3. Applications may be submitted to the Board between July 1st and July 31st of each year as long as there are permits available. No new applications may be made other than during the period between July 1 and July 31 of the then current year.
4. The Board will hold a hearing to determine if a permit is to be issued. The applicant shall have the burden of demonstrating that the issuance of the permit meets all the standards necessary as in the case of an original license.
5. The applicant for a permit must commit, at the hearing, to reinvesting a minimum of \$50,000 in the business within one year after the permit is issued. The Board may waive this requirement. If the Board has not waived the reinvestment requirement, the licensee must submit to the Board proof of the reinvestment with an application for renewal of the permit. The Board, if deemed necessary, may require an audit by a Certified Public Accountant. If the Board determines that the minimum investment has not been made it shall revoke the permit. The Board may require a hearing prior to renewal of the permit.
6. The Board is required to delay the issuance of a permit to an applicant who has been found to be in violation of the restriction of selling liquor on Sunday as provided for in Article 2B, Section 11-517.
7. The permit shall be for the same license year as the underlying license. The permit holder shall submit a renewal application with the application for renewal of the license. The deadline for submission of the permit renewal is the same as the deadline for submission of the application for renewal of the license.
8. The annual fees for this permit are as follows:
 - a. The annual permit fee for the Special Sunday Off Sale Permit is:

under Section 9-101(d)(6) of Article 2B of the Annotated Code of Maryland.

5. The term "Applicant" for the purpose of this Rule and Regulation means a corporate officer who will be issued the license as an individual on behalf of the corporation.

D. LIMITED LIABILITY COMPANY (LLC):

1. If an application is made by a limited liability company the license shall be issued to the member or authorized person for the use of the LLC.
2. Applicants must certify that one of the applicants meets the above stated residency requirements and that the designated State of Maryland resident serves in the capacity of Resident Agent. Additionally, the Resident Agent shall certify that he/she holds 25% of the outstanding stock of the LLC.

R.R. NO. 63 – CLASS B-BCE-BWL, CATERING LICENSE (ON SALE ONLY):

Under the provisions of Section 6-201(r)(8)(i) of Article 2B of the Annotated Code of Maryland, the Board of License Commissioners is authorized to issue a special Class B, Beer, Wine and Liquor license to be known as a BCE license (Catering - On Sale Only).

This license shall be issued under the following provisions:

- A. The applicant must be a bona fide catering establishment;
- B. The application must be filed under the procedure established by the Board of License Commissioners;
- C. The premises where the license is to be issued must document that a minimum of \$1,000,000 has been expended for the dining room and kitchen equipment. This sum may not include the cost of the land or building. The applicant must submit all invoices and cancelled checks for certification of compliance with the \$1,000,000 capital investment;
- D. The subject premises must have a minimum seating capacity of 150 persons;

A Public Hearing will be held on May 26, 2015 @ 10:00 a.m., 9200 Basil Court, Room 410, Largo, Maryland 20774.

BOARD OF LICENSE COMMISSIONERS
(LIQUOR CONTROL BOARD)

Attest:
Diane M. Bryant
May 5, 2015

CLASSES OF LICENSES:

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

DESCRIPTION OF CLASS OF LICENSES AND HOURS OF SALES

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

- Class B(R), Beer, Wine & Liquor **THIS DESCRIPTION APPLIES TO LICENSES ISSUED PRIOR TO OCTOBER 1996** - For Class B, Beer, Wine and Liquor licenses issued prior to October 1996 the hours of on sale consumption are 6:00 a.m. to 2:00 a.m. except on Friday and Saturday with approved live entertainment. Premises with approved live entertainment may remain open until 3:00 a.m. This license includes seven (7) days On & Off Sale Beer and Light Wine, six (6) days On & Off Sale Beer, Wine and Liquor. All off sales to be conducted over or contiguous to the main bar. Hours of service for off sale over the main bar are 6:00 a.m. until 12:00 midnight. Special Sunday Sale Permit required for On Sale consumption of Liquor. (*See Rule No. 66)
- Class B+, Beer, Wine & Liquors Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. except on Friday and Saturday with approved live entertainment. Premises with approved live entertainment may remain open until 3:00 a.m. This license includes seven (7) days On & Off Sale Beer and Light Wine, six (6) days On & Off Sale Beer, Wine and Liquor. (Separate off sale facility to sell beer, wine and liquor off sale). Hours of service for off sale over the main bar are 6:00 a.m. until 12:00 midnight. No off sale of Liquor on Sunday. Special Sunday Sale Permit required for On Sale consumption of Liquor. (*See Rule No. 66)
- Class B, BH Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. except Friday and Saturday with live entertainment. Premises with approved live entertainment may remain open until 3:00 a.m.. On sale consumption of alcoholic beverage is allowed from 8:00 a.m. – 2:00 a.m. on Sunday. This license has no off sale privileges.
- Class B, BLX Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. except Friday and Saturday with live entertainment. Premises with approved live entertainment may remain 3:00 a.m. Six (6) day On Sale consumption of Beer, Wine and Liquor and seven (7) days On Sale Beer and Wine, No off Sale privilege at all, Sunday Sales Permit required to serve alcoholic beverages. Food must be served until 12:30 a.m. in conjunction with sale of alcoholic beverages
- Class B, Country Inn Hours of operation and manner of dispensing alcoholic beverages to be determined by the Board of License Commissioners consistent with Article 2B Section 6-201. All sales to be On Sale only.
- Class B-DD This license is available in Designated Areas Only. The restaurant must provide bi-annual certifications that the sale of food exceeds the sales of alcoholic beverages.

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

Class C Beer,
Beer and Wine

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

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

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

Class D, Beer
Beer and Wine

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

Class D(R), Beer
Beer and Wine

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

15-G-100

MOTION

I move that a three-year contract for a College Park Bikeshare System be awarded to Zagster, Inc. in an amount not to exceed \$300,000, contingent on the approval by the University of Maryland of a contract with Zagster, Inc. with generally the same terms and conditions, and subject to review and approval of contract terms by the City Attorney.

Comments:

- This contract represents the city portion of the bikeshare system.
- Zagster, Inc. was one of three firms that responded to a Request for Proposals to provide a bikeshare system both on and off campus. The City and University have determined that Zagster's proposal is the most responsive, economical and flexible compared to the other bidders.
- It is anticipated that the College Park system will launch in January 2016 with a total of 125 bikes, 250 docks and 14 stations.
- Final decisions on station locations, membership rates, branding and marketing will be made in conjunction with the University and Zagster.

15-0-04

MOTION:

I move to adopt Ordinance 15-O-04, an Ordinance of the Mayor and Council of the City of College Park, Maryland, amending Chapter 175 “Taxation” Article IV, “Revitalization Tax Credit”, Sections §175-9 “Eligibility Requirements”; §175-10 “Eligibility Criteria”; §175-11 “Tax Credit – Amount And Term”; §175-12 “Application Process”; and §175-13 “Waiver”, to change eligibility requirements and criteria, to clarify that a tax credit will be granted only if financially feasible, to clarify the application process, and to delete a certain waiver option.

DISCUSSION:

The City, pursuant to 9-318 of the Tax-Property Article, Annotated Code of Maryland, is authorized to establish revitalization districts by resolution for the purpose of encouraging redevelopment and to grant a property tax credit against the City’s real property tax for a property located within the revitalization district. The Mayor and Council adopted Article IV, “Revitalization Tax Credit”, to establish a revitalization tax district and to set the criteria for granting a tax credit. The City has now granted a number of tax credits, and based on this experience, staff and the City Attorney recommended modifications to the Ordinance to ensure the program meets its goals of incentivizing high-quality redevelopment projects. The recommendations were extensively discussed by the Mayor and Council. The Ordinance includes several substantive modifications which change the eligibility requirements and criteria, provide flexibility with respect to the tax credit amount and term, eliminate the waiver provision for completed projects, and ensure that tax credits are granted only if financially feasible.

ORDINANCE
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, AMENDING
CHAPTER 175 “TAXATION”, ARTICLE IV, “REVITALIZATION TAX CREDIT”,
SECTIONS §175-9 “ELIGIBILITY REQUIREMENTS”; §175-10 “ELIGIBILITY
CRITERIA”; §175-11 “TAX CREDIT – AMOUNT AND TERM”; §175-12
“APPLICATION PROCESS”; AND §175-13 “WAIVER”, TO CHANGE ELIGIBILITY
REQUIREMENTS AND CRITERIA, TO CLARIFY THAT A TAX CREDIT WILL BE
GRANTED ONLY IF FINANCIALLY FEASIBLE, TO CLARIFY THE APPLICATION
PROCESS, AND TO DELETE A CERTAIN WAIVER OPTION.

WHEREAS, the State of Maryland, pursuant to 9-318(g) of the Tax-Property Article, Annotated Code of Maryland, has authorized the establishment of revitalization districts by resolution for the purpose of encouraging redevelopment and the granting of a property tax credit against the City’s real property tax for a property located within the revitalization district that is constructed or substantially redeveloped in conformance with adopted eligibility criteria and reassessed as a result of the construction or redevelopment at a higher value than that assessed prior to the construction or redevelopment; and

WHEREAS, the Mayor and Council determined that it is in the public interest to provide for the establishment of revitalization tax districts and to set the criteria for designation of such districts, and adopted Article IV, Revitalization Tax Credit, of Chapter 175, “Taxation” for this purpose; and

WHEREAS, the Mayor and City Council have determined that it is in the public interest to amend certain provisions of the Revitalization Tax Credit Article.

Section 1. NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland that Chapter 175 “Taxation”, Article IV “Revitalization Tax Credit” §175-9, “Eligibility requirements” be and it is hereby repealed, re-enacted and amended to read as follows:

CAPS	: Indicate matter added to existing law.
[Brackets]	: Indicate matter deleted from law.
Asterisks * * *	: Indicate matter remaining unchanged in existing law but not set forth in Ordinance

§175-9 Eligibility requirements.

To be eligible for the tax credit, a property must meet the following eligibility [criteria]

REQUIREMENTS:

- A. Improvements must include new construction, reconstruction, or rehabilitation of residential ~~[(excluding single family detached)]~~, commercial, hospitality, or mixed-use properties, EXCLUDING SINGLE FAMILY DETACHED HOUSING, MULTI-FAMILY HOUSING INTENDED TO HOUSE UNDERGRADUATE STUDENTS, AND DIRECT, EXTERIOR ROOM ACCESS HOTELS AND MOTELS.
- B. The applicant must be in good standing with the City ~~[of College Park's Public Services and Finance Departments]~~. In order to be in good standing, applicants may not have any outstanding code OR ZONING violations or be delinquent on any payments including, but not limited to, trash bills, permit fees, FINES and City tax payments.
- C. Projects are ineligible for this program if they are located within a tax increment financing district at the time of application, OR IN A REGIONAL INSTITUTION STRATEGIC ENTERPRISE ("RISE") ZONE DESIGNATED UNDER §5-1401 OF THE ECONOMIC DEVELOPMENT ARTICLE, ANNOTATED CODE OF MARYLAND AND ARE LOCATED ON A PROPERTY RECEIVING OR APPLYING FOR A TAX CREDIT UNDER §9-103.1 OF THE TAX-PROPERTY ARTICLE, ANNOTATED CODE OF MARYLAND. IN ADDITION, THE OWNERS AND ASSIGNS OF ANY PROPERTY RECEIVING A CITY TAX CREDIT UNDER THIS ARTICLE MUST AGREE TO FOREGO ANY FUTURE APPLICATION OR RECEIPT OF A RISE ZONE TAX CREDIT.
- D. * * * *

E. AN APPLICATION FOR A CITY TAX CREDIT SHALL BE SUBMITTED NO LATER THAN THE DATE OF ACCEPTANCE FOR THE INITIAL DETAILED SITE PLAN FOR THE PROJECT BY THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION (M-NCPPC), IF APPLICABLE, OR THE SUBMISSION OF A BUILDING PERMIT APPLICATION TO PRINCE GEORGE'S COUNTY. Projects that are under construction, completed, or have an approved detailed site plan or building permit prior to the adoption of this program are not eligible for the tax credit.

Section 2. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park Maryland that Chapter 175 “Taxation”, Article IV “Revitalization Tax Credit” §175-10, “Eligibility criteria” be and it is hereby repealed, re-enacted and amended to read as follows:

§175-10 Eligibility criteria

When evaluating whether a project will receive a tax credit under this article, the City Council will use the following criteria. For projects located within the boundaries of Tax Credit District 1, at least 4 of the criteria must be met; and for projects located within the boundaries of Tax Credit District 2, at least 2 of the criteria must be met.

A. The MAJORITY OF THE LAND AREA OF THE PROPERTY UPON WHICH project is located IS within a ½-mile radius of an existing or under construction rail station for THE Washington Metropolitan Area Transit Authority, Maryland Area Regional Commuter, Maryland Transit Administration, or similar agency.

B. * * * *

- C. The project involves the SIGNIFICANT INVESTMENT OF FUNDS IN THE buyout of leases, SUCH AS LONG TERM LEASES, to facilitate redevelopment.
- D. The project will complete, or commit funds for, substantial infrastructure improvements such as a new or relocated traffic signal, a public street, a public park, a public parking garage, undergrounding of utilities, or SUPPORT FOR a bikeshare SYSTEM [station].
- E. The project [meets] EXCEEDS the REQUIRED PRINCE GEORGE'S COUNTY minimum green building guidelines as established by the US Green Building Council's LEED [Silver] Certification for the project's appropriate rating system AND IN ANY EVENT MEETS THE MINIMUM STANDARDS FOR A LEED SILVER CERTIFICATION. A LEED scorecard must be submitted with the detailed site plan application and evidence of certification MUST BE SUBMITTED at the time of final application for the tax credit.
- F. The MAJORITY OF THE LAND AREA OF THE PROPERTY ON WHICH THE project is located IS within one of the walkable development nodes designated in the approved Central US 1 Corridor Sector Plan.
- G. The project involves the demolition of an existing non-historic structure, which has been vacant at least one year, OR THE DEMOLITION OF A HOTEL OR MOTEL WITH DIRECT EXTERIOR ROOM ACCESS.
- H. * * * *.
- I. The project has secured at least one locally-owned, non-franchise business TOTALLING AT LEAST 1,000 SQUARE FEET OF SPACE as evidenced by executed lease agreements OF AT LEAST FIVE YEARS DURATION at the time of final application for the tax credit.

- J. The project provides AT LEAST 1,000 SQUARE FEET OF space for a business incubator, community center, art gallery, or similar public-benefit use.

Section 3. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park Maryland that Chapter 175 “Taxation”, Article IV “Revitalization Tax Credit” §175-11, “Tax credit - amount and term” be and it is hereby repealed, re-enacted and amended to read as follows:

§175-11 Tax Credit: amount and term

An eligible property may receive a five-year tax credit on City real property taxes based on the increased assessment attributed to the taxable improvements upon project completion as determined by the Supervisor of Assessments. The tax credit shall be in an amount equal to 75% of the increased assessment of City tax imposed in the first year; 60% in the second year; 45% in the third year; 30% in the fourth year; and 15% in the fifth year, PROVIDED HOWEVER, THAT IF SUCH A TAX CREDIT IS NOT FINANCIALLY FEASIBLE BASED ON CITY BUDGET CONSTRAINTS, THE COUNCIL MAY REDUCE OR ELIMINATE THE AMOUNT AND/OR DURATION, AND/OR ALTER THE SEQUENCE, OF THE TAX CREDIT. The tax credit is transferable to subsequent property owners within the term of the original agreement.

Section 4. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park Maryland that Chapter 175 “Taxation”, Article IV “Revitalization Tax Credit” §175-12, “Application process” be and it is hereby repealed, re-enacted and amended to read as follows:

§175-12 Application process.

The application process is as follows:

A. * * * *

B. City staff review [~~and recommendation~~]. Upon receipt and acceptance of a completed application, the City's Planning, Community, and Economic Development department will refer a copy of the application to the finance department. City staff will provide aN [~~recommendation~~] ELIGIBILITY REPORT to the City Council WITH RESPECT TO THE APPLICATION for a tax credit [~~at the time of~~] SUBSEQUENT TO THE detailed site plan review [~~before~~] BY the City Council. For projects that do not require a detailed site plan, staff will review building permit plans and schedule the application for review by the City Council at a City Council work session.

C. City Council resolution. A City Council resolution must be approved to authorize the award of a tax credit. The approval will be contingent on all required terms of the revitalization tax credit program being met at the time of final application. If the Prince George's County Planning Board, the District Council, or any other government agency with authority changes the City-approved conditions for the detailed site plan after the resolution has been adopted, staff will review the changes and provide a supplemental [~~recommendation for~~] REPORT CONCERNING the tax credit authorization that the City Council will rely upon with respect to determining whether it should reconsider the authorization.

D. Final application approval. Prior to final [~~acceptance~~] APPROVAL of the application for a City tax credit, documentation must be submitted to the City's Director of Finance, including a legal description of the property, proof of a properly issued use and occupancy permit

applicable to eligible improvements, evidence of compliance with any City agreement or required certifications, COPIES OF ALL LEASES TO LOCALLY-OWNED, NON-FRANCHISE BUSINESSES USED AS A BASIS FOR ELIGIBILITY, CERTIFICATION OF LEED STATUS, and such other information or documentation as the Director may require. Upon final acceptance the City will issue a certificate to the property owner that confirms the parcel's tax credit status. A copy of the certificate will be sent to the Prince George's County Supervisor of Assessments who will determine the value of improvement.

Section 5. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park Maryland that Chapter 175 “Taxation”, Article IV “Revitalization Tax Credit” §175-13, “Waiver” be and it is hereby repealed, re-enacted and amended to read as follows:

§175-13 WAIVER

A. If it finds that the purposes of this article will be equally well served by doing so, the Council may waive the requirement in § 175-12 that an application must be filed no later than the date of acceptance for a detailed site plan, if applicable, or a building permit application, and consider whether to grant a tax credit under the following circumstances for projects for which no appeal was filed by the City:

- (1) When the application is filed prior to the approval of the detailed site plan or issuance of the building permit; or
- (2) ~~[Notwithstanding § 175-9E, if the detailed site plan was approved after January 1, 2009, the project has been constructed, and the project satisfies at least the minimum required criteria identified in § 175-10 for the district; or~~

~~(3)~~ If a detailed site plan has been approved, but construction has not occurred, for the purpose of encouraging the construction; or

~~[(4)]~~(3) For an application that is timely filed, when the minimum requirements of § 175-10 are not met.

B. – C. * * * *

Section 6. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall publish this proposed ordinance or a fair summary thereof in a newspaper having a general circulation in the City of College Park together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council. The public hearing, hereby set for _____ P.M. on the _____ day of _____, 2015, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard. After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. As soon as practicable after adoption, the City Clerk shall have a fair summary of the Ordinance and notice of its adoption published in a newspaper having a general circulation in the City of College Park and available at the City's offices. This Ordinance shall become effective on _____, 2015 provided that a fair summary of this Ordinance is published at least once prior to the date of passage and once as soon as practical after the date of passage in a newspaper having general circulation in the City.

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

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

EFFECTIVE the _____ day of _____, 2015.

ATTEST:

CITY OF COLLEGE PARK,

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

By: _____
Andrew M. Fellows, Mayor

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

Suellen M. Ferguson, City Attorney

15-G-101

Councilmember Wojahn:

- Taylor Roethle as the IFC representative to the Neighborhood Quality of Life Committee

Councilmember Kabir:

- Adler Pruitt as a student representative to the Neighborhood Quality of Life Committee

Councilmember Day:

- Ryan Belcher as a resident representative to the Neighborhood Quality of Life Committee