



TUESDAY, DECEMBER 1, 2015
(COUNCIL CHAMBERS)

7:30 P.M.
WORKSESSION

COLLEGE PARK MISSION STATEMENT

The City Of College Park Provides Open And Effective Governance And Excellent Services That Enhance The Quality Of Life In Our Community.

CITY MANAGER'S REPORT

AMENDMENTS TO THE AGENDA

PROPOSED ITEMS TO GO DIRECTLY TO NEXT WEEK'S AGENDA

PROPOSED CONSENT AGENDA ITEMS

(None)

WORKSESSION DISCUSSION ITEMS

1. Oral Argument in CEO-2015-02, Cruz Development Corporation
2. Auditors Presentation on FY '15 Comprehensive Annual Financial Report – Bill Seymour, SB & Company (***Please bring your copy of the CAFR with you to the meeting***)
3. Comments on the GSA Environmental Impact Statement for Greenbelt Station (***Possible Special Session***) – Terry Schum, Director of Planning
4. Approval of an agreement between the City of College Park and UMCPF Property IV-A LLC for parking enforcement at parking lot on SE corner of Lehigh and US 1 (former Little Tavern site) (***Possible Special Session***) – Suellen Ferguson, City Attorney

COUNCIL COMMENTS

INFORMATION/STATUS REPORTS (For Council Review)

(None)

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

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Oral Argument in
CEO-2015-02
Cruz Development
Corporation

**RECORD OF CASE
CEO-2015-02
CRUZ DEVELOPMENT
BRANCHVILLE ROAD**

Oral Argument Scheduled: December 1, 2015- 7:30 p.m.

**SUBMITTED BY: Department of Planning, Community
& Economic Development**

Record of Case CPV-2015-02

Table of Contents

Rules of Procedure for Hearing	1-2
Notice of Public Hearing	3
Request for Oral Argument.....	4-5
APC Recommendation (Resolution)	6-11
Staff Report.....	12-16
Exhibit 1 Application.....	17-22
Exhibit 2 Proposed Site Plan	23
Exhibit 3 E-mail from Public Services	24
Exhibit 4 SDAT Property Sheets.....	25-26
Exhibit 5 Letter from Michael Schlep, Attorney, BVFD	27-28
Exhibit 6 Location Map	29
Exhibit 7 Aerial Map	30
Exhibit 8 Zoning/Building Footprint Map.....	31
Exhibit 9 Staff Photos	32-33
PowerPoint presentation	34-40

Exhibits from Public Hearing

Exhibit 10A Letter requesting continuance from Daniel Lynch, Attorney	41
Exhibit 10B Photo showing car fire demo on the property	42
Exhibit 11a-g Other Photos	43-49
Exhibit 12 PowerPoint presentation-Thomas Tanner, BVFD.....	50-54
Exhibit 13 Comments from Kevin Young, President BDCA	55-59
Exhibit 14 1987 Agreement between Cruz & BDCA	60-64
Transcript of APC Hearing	65-115

RULES OF PROCEDURE FOR THE MAYOR AND CITY COUNCIL
FOR THE CONDUCT OF ORAL ARGUMENT ON EXCEPTIONS
FROM DECISIONS OF THE ADVISORY PLANNING COMMISSION

- A. A meeting of the Mayor and City Council for the purpose of hearing oral argument on exceptions from any decision of the Advisory Planning Commission (“APC”) with respect to its grant or denial of a variance or departure, pursuant to Chapter 190, “Zoning” of the Code of the City of College Park, shall be open to the public.
- B. Persons attending oral argument shall maintain proper decorum and refrain from disturbing the orderly process of the hearing. The Mayor may take the measures necessary to ensure that order is maintained.
- C. Whenever a request for oral argument has been made by a Councilmember or by a party of record to the proceedings before the APC, all other parties of record may also make oral argument or may submit a written statement in support of or in opposition to the APC’s recommendation. As set forth in §190-6 of the City Code, oral argument shall be limited to the facts and information contained in the record made at the evidentiary hearing before the APC. Copies of any written material submitted together with a statement in support or opposition shall be filed with the City Clerk (along with a certification of service upon the persons requesting oral argument) no later than five (5) days before the scheduled date for oral argument. References to factual matters in written submissions shall be limited to items which were in evidence before the Advisory Planning Commission.
- D. The order of presentation before the Mayor and Council shall, unless otherwise directed by the Mayor, be as follows:
 - 1. Orientation by Planning Staff and, if necessary, a representative of the office of the City Attorney.
 - 2. Oral argument against the recommendation of the Advisory Planning Commission.
 - 3. Oral argument in favor of the recommendation of the Advisory Planning Commission.
 - 4. Rebuttal by the parties in opposition to the recommendation of the Advisory Planning Commission.
 - 5. Rebuttal by the parties in support of the recommendation of the Advisory Planning Commission.

- E. Oral argument shall be limited to thirty (30) minutes each for parties in support, collectively, and parties in opposition, collectively, except that no person shall be given fewer than five minutes to speak and the Mayor may extend the total time allotted sufficiently to accomplish that objective. Persons wishing to make oral argument shall advise the City Clerk prior to the hearing. Before the start of argument, the Mayor shall divide the total time allotted to the parties in support and in opposition among the persons appearing in support and in opposition and shall advise the speakers accordingly.
- F. Rebuttal shall be limited to ten (10) minutes each for parties of support, collectively, and parties in opposition, collectively except that no person shall be given fewer than two minutes to speak and the Mayor may extend the total time allotted sufficiently to accomplish that objective. Before the start of rebuttal argument, the Mayor shall divide the total time allotted to the parties in support and in opposition among the persons wishing to speak in rebuttal and shall advise the speakers accordingly.
- G. A decision of the Mayor and Council as to a recommendation of the Advisory Planning Commission shall be made in accordance with subsections D. and E. of §190-6 of the City Code as follows:

Section D After the close of the Council's hearing, a majority of the Mayor and Council shall accept, deny or modify the recommendation of the Commission or return the variance application to the Commission to take further testimony or reconsider its recommendation.

Section E The Council shall give its decision, in writing, stating the reasons for its action. Copies of the decision shall be sent to all persons of record, the Commission, the Maryland-National Capital Park and Planning Commission and the Prince George's County Council sitting as the District Council.

NOTICE OF PUBLIC HEARING

**EXCEPTION FILED TO THE RECOMMENDATION OF THE
COLLEGE PARK ADVISORY PLANNING COMMISSION
IN CASE NUMBER CEO-2015-02**

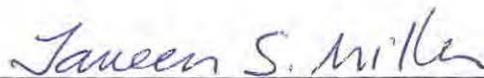
Date of Notice: November 16, 2015
Applicant: Cruz Development
Property: Branchville Road
Subject: Variance from the City Fence Ordinance to Erect a 6' high Front Yard Fence

Oral argument on the exception to the Advisory Planning Commission's recommendation in the above referenced case is scheduled before the College Park Mayor & Council on:

*Tuesday, December 1, 2015 at 7:30 p.m.
Council Chambers – Second Floor
College Park City Hall
4500 Knox Road
College Park, Maryland*

A copy of the rules of procedures for oral argument on exceptions from recommendations of the Advisory Planning Commission is attached for your information.

If you have further questions, please call the College Park Planning Department at (240) 487-3538.



Janeen Miller
City Clerk

cc: Parties of Record
Advisory Planning Committee
Mayor & Council
City Attorney

Council Request for Oral Argument
on a
Recommendation of the Advisory Planning Commission

Case Number: CEO-2015-02 Name: Cruz Development Corp.

Address: Branchville Road, College Park, MD 20740

Date of Notice: October 19, 2015

Appeal period end: November 3, 2015

Basis of Request:

- Action of Advisory Planning Commission is not unanimous, or
- Recommendation fails to comply with the criteria of College Park Ordinance 95-0-6, Article I, Section 190-5 for Zoning Variances, Section 190-9 for Departures from Design and/or Landscaping Standards, Parking and Loading Standards and Sign Design Standards or Section 190-11 for Certification, revocation and revisions of nonconforming uses.

Other Information Provided: Want to review the
process and then pose questions
regarding the process

Submitted by: *Denise Fiteira* on *October 22, 2015*
Councilmember Date

Note: This form must be submitted to the City Clerk within fifteen (15) calendar days from the date of the APC's Notice of Recommendation.

City Clerk's Office
Received by: <u><i>JSM</i></u>
Date Received: <u><i>10/27/2015</i></u>

Janeen S Miller

From: Thomas Tanner [thomas.tanner@bvfc011.com]
Sent: Tuesday, November 03, 2015 11:27 PM
To: Janeen S Miller
Cc: Branchville Board
Subject: Request to Appeal APC Case No.: CEO-2015-02

Ms. Miller,

Branchville Vol. Fire Co., owners of the property directly across Branchville Road from the subject property, wishes to appeal the decision of the Advisory Planning Commission in the subject case to the City Council.

v/r,

Thomas L. Tanner
Vice President and Trustee



RECEIVED

NOV 3 2015

City of College Park
Administration Office

Branchville Volunteer Fire Company
and Rescue Squad, Inc.
4905 Branchville Road
College Park, MD 20740

Cell: 443-336-7610
Email: thomas.tanner@bvfc011.com

<http://www.bvfc011.com>



Advisory Planning Commission
City of College Park
4500 Knox Road
College Park, Maryland 20740
Telephone: (240) 487-3538
Facsimile: (301) 887-0558

**NOTICE OF RECOMMENDATION (RESOLUTION)
OF THE
ADVISORY PLANNING COMMISSION
OF THE
CITY OF COLLEGE PARK**

RE: Case No. CEO-2015-02 Name: Cruz Development Corp.
Address: Branchville Road, College Park, MD 20740

Enclosed herewith is a copy of the Recommendation setting forth the action taken by the Advisory Planning Commission of the City of College Park in your case on:

October 1, 2015

Public Hearing Date

CERTIFICATE OF SERVICE

This is to certify that on October 19, 2015, the above notice and attached Recommendation were mailed, postage prepaid, to all persons of record.

NOTICE

Within fifteen (15) calendar days from the date this notice was mailed any person of record may file exceptions to the Commission's recommendation, and a request for oral argument before the Mayor and Council. Exceptions shall be addressed to the City Clerk, 4500 Knox Road, College Park, Maryland 20740 by November 3, 2015.


Terry A. Schum
Planning Director

cc: Mayor & Council
City Attorney
Advisory Planning Commission
Parties of Record



Resolution of the Advisory Planning Commission of the City of College Park, Maryland Regarding Appeal Number CEO-2015-02, Branchville Road, College Park, Maryland, Recommending Approval with Conditions of Variance from the Following Requirements: Prince George's County Zoning Ordinance, Section 27-420 (a), City Code §87-23 B. to Permit the Construction of a Fence Within the Front Yard.

WHEREAS, the City, in accordance with §25-303 of the Land Use Article, Annotated Code of Maryland, has adopted Section 87-23 "Fences" (hereinafter, the "Fence Ordinance"), and established certain restrictions on the construction and reconstruction of fences on residential properties, including a prohibition on front yard fences; and

WHEREAS, pursuant to §15-19 of the Code of the City of College Park (the "City Code") the Advisory Planning Commission ("APC") is authorized to hear appeals of the provisions of Chapter 87, Building Construction, of the City Code; and

WHEREAS, the City has adopted Section 87-23 "Fences" (hereinafter, the "Fence Ordinance"), and established certain restrictions of the construction and reconstruction of fences on residential properties, including a prohibition on constructing fences in the front yard; and

WHEREAS, the City is authorized by the Fence Ordinance to grant a variance where by reason of an extraordinary situation or condition, the strict application of the Fence Ordinance would result in peculiar and unusual practical difficulty to 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 Fence Ordinance; and where, if applicable, the variance is consistent with the Design Guidelines adopted for the Historic District; the variance will not adversely affect the public health, safety, welfare, or comfort, the fence for which a variance is requested incorporates openness and visibility as much as is practicable, provided that the fence shall not be constructed of chain link unless the material is consistent with the surrounding neighborhood; and the fence construction, including setbacks, is characteristic of and consistent with the surrounding neighborhood; in neighborhoods where chain link is a characteristic material, alternate materials incorporating openness and visibility, may be permitted; and

WHEREAS, on August 13, 2015, Cruz (the “Applicant”) submitted an appeal from City Code, §87-23, which prohibits construction of fences in the front yard. The specific request is for a variance to erect a 6-foot high, welded wire fence in the front yard.

WHEREAS, on October 1, 2015, the APC conducted a hearing on the merits of the variance, at which the APC heard testimony and accepted evidence including the staff report, staff presentation and exhibits 1-14 with respect to whether the subject application meets the standards for granting variances set forth in the Fence Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Advisory Planning Commission of the City of College Park, with the following members present and voting, Mary Cook (Chair), Lawrence Bleau, Kate Kennedy, and James McFadden that:

Section 1 Based on the evidence and testimony presented at the hearing with respect to the subject variance application, the APC makes the following findings of fact:

- 1.1 The property is a triangular-shaped, corner lot with frontage on Branchville Road and MD 193-University Boulevard.
- 1.2 The area of the property is 2.0199 acres (95,831 square feet).
- 1.3 The front (southern) property line along Branchville Road measures 527.88 feet; the rear (northern) property line, along MD 193-University Boulevard, measures 630.16 feet; the side (western) property line measures 338.45 feet; and the other side (eastern) property line measures 23.74 feet.
- 1.4 The property is undeveloped and mostly wooded. The south-eastern part of the lot on Branchville Road has been cleared and kept mowed. There is also a gravel parking lot located on this section of the property.
- 1.5 The surrounding neighborhood contains a mix of uses: single-family residential, fire station (Branchville Volunteer Fire Department, directly across the street), neighborhood park (Branchville Playground), church (Christian Congregation in the United States) and commercial.
- 1.6 The adjoining single-family homes to the west generally have four-foot high chain-link fences located in their rear yards.
- 1.7 The applicant proposes to incorporate a 6-foot high, 16-foot wide, double-leaf swing gate into the fence located opposite a curb-cut on Branchville Road.

- 1.8 A 15-foot right-of-way section along Branchville Road was dedicated but not improved by Cruz Development Group pursuant to the record plat recorded at NLP-140 on page 6. The record plat was recorded on August 23, 1988.
- 1.9 The paved section of Branchville Road is 26-feet wide within a 45-foot right-of-way.
- 1.10 Prince George's County issued a fence permit for the property. There is no County front yard fence restriction on lots over one acre.
- 1.11 The applicant has proffered that this is a limited duration fence.
- 1.12 The Property has two very long frontages: 630.16-feet along University Boulevard (MD 193) and 527.88-feet along Branchville Road. The frontage along University Boulevard has a guardrail and no curb-cuts.
- 1.13 There is unrestricted access to the property from Branchville Road. The applicant asserts that the property has been used for illegal dumping, trespassing and other activities that appear to access through the front yard without proper authorization and a fence is needed for security and to prevent liability. The applicant referenced use of his property for the burning of a vehicle and for parking without his permission. The property is more difficult to monitor and police than a developed property and the owner is out of town.
- 1.14 The Branchville Volunteer Fire Department testified that installation of a fence would block their use of the applicant's property when turning and maintaining their vehicles. Vehicles belonging to Fire Department members are routinely parked on the gravel area on the applicant's property.

Section 2 The APC makes the following conclusions of law with regard to CEO-2015-02 for a variance to erect a 6-foot high, welded wire fence in the front yard.

- 2.1 There is an extraordinary situation or condition that would support the request for a variance.

There is an extraordinary condition in that the property is a triangular through lot with lot lines of irregular length. It has two very long frontages: 630.16-feet along University Boulevard (MD 193) and 527.88-feet along Branchville Road. The frontage along University Boulevard has a guardrail and no curb-cuts. There is unrestricted access to the property from Branchville Road. The Branchville Road side of the Property has been used by others without permission for parking and burning of a vehicle and other activities involving trespass.

- 2.2 The denial of the variance would result in a peculiar and unusual practical difficulty to, or exceptional or undue hardship to the property owner.

The property is vacant and proposed for development. Denial of the variance would result in an unusual practical difficulty to the property owner since he would be denied the ability to secure his property and reduce liability with a fence.

- 2.3 Granting the variance will not impair the intent, purpose or integrity of the Fence Ordinance.

The Fence Ordinance was enacted to preserve and protect the character and preserve front yard views of single-family residential neighborhoods in the City. Granting this variance will not adversely impact the intent, purpose and integrity of the City's Fence Ordinance as this is a vacant, wooded multi-family zoned property that will eventually be developed in a manner consistent with the zoning.

- 2.4 The variance is consistent with the design guidelines adopted for the Historic District, if applicable.

Not applicable, the property is not located in an historic district.

- 2.5 The variance will not adversely affect the public health, safety, welfare or comfort.

Allowing the fence to secure the property to stop unauthorized use will not adversely affect the public health, safety, welfare or comfort.

- 2.6 The fence for which an appeal is requested incorporates openness and visibility as much as is practicable, provided however, that it shall not be constructed of chain link unless this material is consistent with the surrounding neighborhood.

The proposed fence type incorporates openness and visibility but while not technically chain link is very similar to chain link and should be adapted to be less like chain link.

- 2.7 The proposed construction, including setbacks, is characteristic of and consistent with the surrounding neighborhood. In neighborhoods where chain link is a characteristic material, alternate materials incorporating openness and visibility, may be permitted.

There are very few homes and no similar, multi-family development properties that front on this section of Branchville Road and so it is difficult to evaluate what is characteristic. Lessening the height of the fence from 6-feet to 4-feet and upgrading the material from welded wire to a metal or metal-like material would lessen any potential negative impact on, and be more consistent with, the surrounding neighborhood.

Section 3

Based on the evidence and testimony presented, and the findings of fact and conclusions of law set forth hereinabove, the APC recommends, by a 3-1-0 vote, approval of the requested front yard fence variance for CEO-2015-02 from the City Fence Ordinance Chapter 87, Section 23, paragraph B with the following conditions:

1. Correct the fence location plan to accurately record the height of the existing fences on the western property line. They are 4-feet tall not 8-feet tall.
2. Reduce the fence height to 4-feet to lessen the impact on the neighborhood.
3. Upgrade the material of the fence from welded wire to vertical, aluminum or metal posts or something similar that would be more compatible with the neighborhood, subject to approval of City of College Park staff.

So recommended this 1st day of October, 2015
The Advisory Planning Commission of the
City of College Park, Maryland.



Mary C. Cook, Chair

Dated: _____

10-19-15



**City of College Park
Department of Planning, Community & Economic Development
Staff Report**

Reviewer: Miriam Bader

Date: September 25, 2015

A. APPEAL INFORMATION

Appeal No.: CEO-2015-02

Hearing Date: October 1, 2015
(Continued at applicant's request from September 3rd)

Petitioner: Cruz Development Corporation

Address: Branchville Road, 4800-4900 block (no address has been assigned since it is an undeveloped lot)

Subdivision: Branchville Crossing

Election District: 2

Neighborhood Association: Berwyn District Civic Association and North College Park Citizens Association

Zoning: R-10 and O-S

Purpose of Request: To erect a "temporary" 6-foot high, welded wire fence and gate to secure property until land use approvals to develop property are obtained. The City issues permits for fences, regardless of expected duration.

Requirement: The City Fence Ordinance, Chapter 87, Section 23, paragraph B. prohibits the construction or reconstruction of fences in the front yard in residential zones.

Specific Variance Request: Variance to erect a 6-foot high, welded wire fence in the front yard.

Property Characteristics: 1. The property is a triangular-shaped, corner lot with frontage on Branchville Road and MD 193-University Boulevard.

2. The area of the property is 2.0199 acres (95,831 square feet).
3. The front (southern) property line along Branchville Road measures 527.88 feet; the rear (northern) property line, along MD 193-University Boulevard, measures 630.16 feet; the side (western) property line measures 338.45 feet; and the other side (eastern) property line measures 23.74 feet.
4. The property is undeveloped and mostly wooded. The south-eastern part of the lot has been cleared and kept mowed. There is also a gravel parking lot located on this section of the property.

Neighborhood
Characteristics:

1. The surrounding neighborhood contains a mix of uses: single-family residential, fire station (Branchville Volunteer Fire Department, directly across the street), neighborhood park (Branchville Playground), church (Christian Congregation in the United States and commercial).
2. The adjoining single-family homes to the west generally have four-foot high chain-link fences located in their rear yards.

Other Information:

1. The applicant proposes to incorporate a 6-foot high, 16-foot wide, double-leaf swing gate into the fence located opposite a curb-cut on Branchville Road.
2. A 15-feet of right-of-way along Branchville Road was dedicated but not improved by Cruz Development Group pursuant to the record plat recorded at NLP-140 on page 6. The record plat was recorded on August 23, 1988.
3. The paved section of Branchville Road is 26-feet wide within a 45-foot right-of-way.
4. Prince George's County issued a fence permit for the property. There is no County front yard fence restriction on lots over one acre.

COLLEGE PARK CRITERIA FOR GRANTING A FENCE VARIANCE

- 1. There is an extraordinary situation or condition that would support the request for a variance.**

There is an extraordinary condition in that the property is a triangular, corner through lot with lot lines of irregular length. It has two very long frontages: 630.16-feet along University Boulevard (MD 193) and 527.88-feet along Branchville Road. The frontage along University Boulevard has no access and is further limited with a guardrail. There is unrestricted access to the property from the front on Branchville Road. The owner asserts that the property has been used by third parties without authorization for dumping, trespassing and other activities via access from Branchville Road. Because the property is vacant and is more difficult to monitor and police than a developed and occupied residential or commercial property, the owner is requesting a front yard fence along Branchville Road to secure the property.

- 2. Denial of the variance will result in a peculiar and unusual practical difficulty to, or an exceptional or undue hardship to the owner.**

The property is vacant and proposed for development. The only way to secure the property until development occurs is by erecting a front yard fence along the Branchville Road frontage. The applicant has proffered that this is a limited duration fence.

- 3. Granting the variance will not impair the intent, purpose or integrity of the Fence Ordinance.**

The Fence Ordinance was enacted to preserve and protect the character of single-family residential neighborhoods in the City. Granting this variance will not adversely impact the intent, purpose and integrity of the City's Fence Ordinance as this is a vacant, multi-family zoned property.

- 4. The variance is consistent with the design guidelines adopted for the historic District, if applicable.**

Not applicable, the property is not located in an historic district.

- 5. The variance will not adversely affect the public health, safety, welfare or comfort.**

According to a letter dated July 16, 2015 by Michael Schlepp, attorney representing the Branchville Volunteer Fire Department (see Exhibit 5), the proposed fence will prevent fire trucks from getting into and out of the fire house. The City does not decide property rights disputes between private property owners. The proposed fence is located on private property upon which the Applicant is the record owner, thus asserted rights of third parties to use private property will not be considered with regard to the public health, safety welfare or comfort. Allowing the fence to secure the property to stop dumping and/or

trespassing will not adversely affect the public health, safety, welfare or comfort. In any event, staff went to the site, measured out the necessary turning radius for the longest fire truck and determined that the right-of-way is sufficient for adequate turning radius.

- 6. The fence for which a variance is requested incorporates openness and visibility as much as is practical, provided however, that it shall not be constructed of chain link unless this material is consistent with the surrounding neighborhood.**

The proposed fence type illustrated in the picture below incorporates openness and visibility but while not technically chain link, is very similar to chain link and should not be permitted.



- 7. The proposed construction, including setbacks, is characteristic of and consistent with the surrounding neighborhood. In neighborhoods where chain link is a characteristic material, alternate materials incorporating openness and visibility may be permitted.**

There are very few homes and no similar properties that front on this section of Branchville Road and so it is difficult to evaluate what is characteristic. Lessening the height of the fence from 6-feet to 4-feet and upgrading the material from welded wire to black metal would lessen the negative impact on, and be consistent with, the surrounding neighborhood, see photo below. Staff is recommending the height reduction and material upgrade as conditions of approval.



B. RECOMMENDATION

Staff recommends that the front yard fence variance from the City Fence Ordinance Chapter 87, Section 23, paragraph B be approved with the following conditions:

1. Correct the fence location plan to accurately reflect the height of the existing fences on the western property line. They are 4-feet tall not 8-feet tall.
2. Reduce the fence height to 4-feet to lessen the impact on the neighborhood.
3. Upgrade the material of the fence from welded wire to black metal or something similar that would be more compatible with the neighborhood.

C. EXHIBITS

1. Application
2. Site Plan
3. e-mail from Public Services concerning dumping or litter notices for the subject site
4. SDAT property sheets
5. Letter, dated July 16, 2015, from Michael Schlepp of Joseph, Greenwald & Laake, PA representing Branchville Volunteer Fire Company and Rescue Squad
6. Location Map
7. Aerial Map
8. Zoning/Building Footprint Map
9. Staff Photos



City of College Park Advisory Planning C
 4500 Knox Road • College Park, MD
 Phone: 240-487-3538 • Facsimile: 301-8
 www.collegeparkmd.gov

EXHIBIT 1

APPLICATION FOR VARIANCE FROM
 THE STRICT APPLICATION OF THE
 CITY OF COLLEGE PARK BUILDING CODE

Instructions: Please complete and e-mail to Miriam Bader at mbader@collegeparkmd.gov or print out and mail to the address above. All required information must be provided before an application is accepted for processing. An appointment with the City Planning Staff must be made to review the application prior to acceptance. Please call (240) 487-3538 to schedule an appointment. The following items must accompany the application: 1) an accurate plat or site plan drawn to scale that, includes all existing structures, driveway and additions; 2) filing fee or financial hardship waiver request.

OWNER INFORMATION

Name of Property Owner (s) **CRUZ DEVELOPMENT CORPORATION**

Address of Property **BRANCHVILLE ROAD, COLLEGE PARK, MD 20740**

Do you reside in the property? Yes No

If no, provide home address **ONE JOHN ELLIOT SQUARE, ROXBURY, MA 02119**

Telephone **617-445-6901** Fax _____ E-mail _____

Name of Agent/Representative (if any) **DAN LYNCH**

Address **6411 IVY LANE, GREENBELT, MD 20770** Telephone **301-441-2420**

Have you applied for and been denied a permit? Yes No

Have you received a violation notice? Yes No If yes, date of notice _____

Has property been the subject of a previous appeal or zoning application? Yes No

If yes, provide case number(s) and dates **APPEAL NO. 8461 and SP-87165**

DESCRIPTION OF PROPERTY

BRANCHVILLE GARDENS			A and 91
Subdivision	Lot	Block	Parcel
R-10		95,831	
Zoning	Total Area (Sq ft)		
BERWYN DISTRICT CIVIC ASSOCIATION AND NORTH COLLEGE PARK CIVIC ASSOCIA			
Civic Association Name			

VARIANCE REQUEST

List each required variance on a separate line and cite the section of the Fence Ordinance from which the variance is requested.

- 1) **Variance from Section 87-23b to allow fence in front yard.**
- 2) _____
- 3) _____

PURPOSE OF VARIANCE

Describe what you propose to do and why you need a variance.

Construction of temporary fence along property's frontage on Branchville Road

for the purpose of securing property until land use approvals are obtained.

IN ORDER FOR A VARIANCE TO BE GRANTED, ALL OF THE FOLLOWING CRITERIA MUST BE MET. PLEASE INDICATE HOW YOU COMPLY WITH EACH OF THESE.

Criteria #1. There is an extraordinary situation or condition that would support the request for a variance. *(Describe any special conditions and/or circumstances which are peculiar or unique to the property and, that are not characteristic of other property in the neighborhood).*

See Attached

Criteria #2. Denial of the variance would result in a peculiar and unusual practical difficulties to, or exceptional or undue hardship to the owner. *(The property owner is deprived of property rights commonly enjoyed by neighboring property owners because of the property's unusual features or conditions). Hardship cannot be self-imposed.*

See Attached

Criteria # 3. Granting the variance will not impair the intent, purpose or integrity of any applicable County General Plan or County Master Plan. *(Granting of the variance will not be in conflict with the public interest as requested in these plans).*

See Attached

Criteria #4. The variance is consistent with the design guidelines adopted for the Historic District, if applicable. *(The Design Guidelines for the Old Town College Park Historic District provide guidance on fence materials, design and placement).*

See Attached

Criteria #5. The variance will not adversely affect the public health, safety, welfare or comfort. *(Granting of the variance will not prevent the rapid, free and unobstructed access to residences by emergency vehicles, personnel and equipment).*

See Attached

Criteria #6. The fence for which a variance is requested incorporates openness and visibility as much as is practicable, provided however, that it shall not be constructed of chain link.

Criteria #7. The proposed construction, including setbacks, is characteristic of and consistent with the surrounding neighborhood. (*Granting of the variance will not detract from the alternatives and comfort of the residential district and will not detract from an area that is generally pleasing to the eye.*)

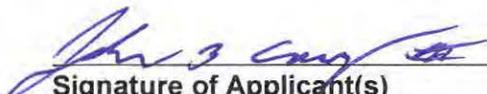
See Attached

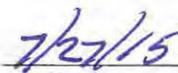
NAMES & MAILING ADDRESSES OF ALL ADJOINING PROPERTY OWNERS

(These include properties located on either side, behind and across the street from your property).

See Attached

Property Address	Owner's Name	Owner's Address
Property Address	Owner's Name	Owner's Address
Property Address	Owner's Name	Owner's Address
Property Address	Owner's Name	Owner's Address
Property Address	Owner's Name	Owner's Address
Property Address	Owner's Name	Owner's Address


Signature of Applicant(s)


Date

NAMES AND MAILING ADDRESSES OF ALL ADJOINING PROPERTY OWNERS

(These include properties located on either side, behind and across the street from your property).

✓ 1. Rhode Island Avenue City of College Park 4500 Knox Road, College Park, MD 20740
Property Address Owner's Name Owner's Address

*P, 92 across 193
 AHIC TOWERS*

✓ 2. 4905 Branchville Rd Branchville Vol FR CO Resc Sq Inc 4900 Branchville Rd, CP, MD 20740
Property Address Owner's Name Owner's Address

✓ 3. Greenbelt Road College Park Prince George's County L1, CAB, Upper Marlboro, MD 20772
Property Address Owner's Name Owner's Address

✓ 4. 4802 Branchville Rd, CP, MD 20740 Felix Yin 4802 Branchville Rd., College Park, MD 20740
Property Address Owner's Name Owner's Address

✓ 5. 9001 48th Place Carmen Hernandez, et al 9001 48th Pl, College Park, MD, 20740
Property Address Owner's Name Owner's Address

✓ 6. 9003 48th Place, College Park Quanhua Liu 8514 Cory Drive, Bowie, MD 20715
Property Address Owner's Name Owner's Address

✓ 7. 9005 48th Place, College Park, MD Steven M. Beavers 9005 48th Place, College Park, MD 20740
Property Address Owner's Name Owner's Address

✓ 8. 9007 48th Place, College Park Maria E. and Santos Diaz 9007 48th Place, College Park, MD 20740
Property Address Owner's Name Owner's Address

+ 9, 8906 Rhode Island Ave. Christian Congregation in the US Inc. 8906 Rhode Island Ave. College Park, MD 20740

10. send to Birmyngham District Civic Association

11. Send to North college park Civic Association

**CONTINUATION SHEET:
CRUZ DEVELOPMENT
BRANCHVILLE ROAD PROPERTY**

CRITERIA FOR APPROVAL:

#1. The subject of this application is a large, privately owned and undeveloped property. It is the largest undeveloped residential property in the neighborhood. As such, it is unoccupied and subject to trespassing, illegal dumping and other activities. The only way to secure the property is through the installation of a fence along the Branchville Road frontage.

#2. The denial of the variance would prevent Cruz Development from securing the property in the only means available. Normally if a residentially zoned property is developed, it can be secured through the construction of a fence in the side yards and rear yard (that are tied into the side of a house), but since this property is undeveloped, the construction of side and rear yard fences alone will not secure the property. Cruz's property will therefore be left open to trespassers, illegal dumping and other activity. The ability to secure property is a right that is enjoyed by most residentially zoned and developed properties in the neighborhood.

#3. The subject property is located in that area of Prince George's County covered by the 1989 *Approved Master Plan for Langley Park, College Park and Greenbelt* (the "Plan"). Under the "Living Areas" section the Plan states that the goal is to protect and improve the quality of all living areas. Under "Objectives," the Plan provides:

- **To place a high priority on the continual upgrading, rehabilitation, and conservation of existing living areas through both public and private actions and by strategically utilizing public programs and capital improvements toward this end.**
- **To eliminate incompatible uses that intrude into and disrupt living areas.**
- **To encourage removal of incompatible, illegal, and nonconforming uses with living areas.**

The granting of this variance will not impair the intent, purpose or integrity of the Plan but will be consistent with the Plan in that it complies with the above referenced objectives. Securing the subject property will help prevent illegal dumping and parking. The subject property is located in the R-10 Zone and ongoing use of that property for parking by the Branchville Volunteer Fire Company is not a permitted use under Section 27-441(b) of the Prince George's County Zoning Ordinance. The construction of a fence to secure the property will prevent that illegal use from occurring as well as other uses which are not permitted under the Zoning Ordinance. The granting of this variance is therefore consistent with the Plan.

#4. The subject property is not located in the Old Town College Park Historic District.

#5. The property is undeveloped and there is no need for emergency vehicles, personnel or equipment to access it.

#6. The applicant is proposing to install a fence that open, but that will maintain the security of the subject property. An example of a typical section of the proposed fence is attached.

#7. There are at least four other residential properties along Branchville Road on which fences have been constructed in the front yard.

- 1. 4" X 4" GALV. PIPE
- 2. 2" X 2" GALV. PIPE
- 3. 1" X 1" GALV. PIPE
- 4. 1/2" X 1/2" GALV. PIPE
- 5. 1/4" X 1/4" GALV. PIPE
- 6. 1/8" X 1/8" GALV. PIPE
- 7. 1/16" X 1/16" GALV. PIPE
- 8. 1/32" X 1/32" GALV. PIPE
- 9. 1/64" X 1/64" GALV. PIPE
- 10. 1/128" X 1/128" GALV. PIPE
- 11. 1/256" X 1/256" GALV. PIPE
- 12. 1/512" X 1/512" GALV. PIPE
- 13. 1/1024" X 1/1024" GALV. PIPE
- 14. 1/2048" X 1/2048" GALV. PIPE
- 15. 1/4096" X 1/4096" GALV. PIPE
- 16. 1/8192" X 1/8192" GALV. PIPE
- 17. 1/16384" X 1/16384" GALV. PIPE
- 18. 1/32768" X 1/32768" GALV. PIPE
- 19. 1/65536" X 1/65536" GALV. PIPE
- 20. 1/131072" X 1/131072" GALV. PIPE
- 21. 1/262144" X 1/262144" GALV. PIPE
- 22. 1/524288" X 1/524288" GALV. PIPE
- 23. 1/1048576" X 1/1048576" GALV. PIPE
- 24. 1/2097152" X 1/2097152" GALV. PIPE
- 25. 1/4194304" X 1/4194304" GALV. PIPE
- 26. 1/8388608" X 1/8388608" GALV. PIPE
- 27. 1/16777216" X 1/16777216" GALV. PIPE
- 28. 1/33554432" X 1/33554432" GALV. PIPE
- 29. 1/67108864" X 1/67108864" GALV. PIPE
- 30. 1/134217728" X 1/134217728" GALV. PIPE
- 31. 1/268435456" X 1/268435456" GALV. PIPE
- 32. 1/536870912" X 1/536870912" GALV. PIPE
- 33. 1/1073741824" X 1/1073741824" GALV. PIPE
- 34. 1/2147483648" X 1/2147483648" GALV. PIPE
- 35. 1/4294967296" X 1/4294967296" GALV. PIPE
- 36. 1/8589934592" X 1/8589934592" GALV. PIPE
- 37. 1/17179869184" X 1/17179869184" GALV. PIPE
- 38. 1/34359738368" X 1/34359738368" GALV. PIPE
- 39. 1/68719476736" X 1/68719476736" GALV. PIPE
- 40. 1/137438953472" X 1/137438953472" GALV. PIPE
- 41. 1/274877906944" X 1/274877906944" GALV. PIPE
- 42. 1/549755813888" X 1/549755813888" GALV. PIPE
- 43. 1/1099511627776" X 1/1099511627776" GALV. PIPE
- 44. 1/2199023255552" X 1/2199023255552" GALV. PIPE
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- 46. 1/8796093022208" X 1/8796093022208" GALV. PIPE
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- 49. 1/70368744177664" X 1/70368744177664" GALV. PIPE
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- 52. 1/562949953421312" X 1/562949953421312" GALV. PIPE
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- 167. 1/23384026196274122964401040800975229090304" X 1/23384026196274122964401040800975229090304" GALV. PIPE
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- 171. 1/374144419140385967430416652156036654448864" X 1/374144419140385967430416652156036654448864" GALV. PIPE
- 172. 1/74828883828077193486083330431207330897728" X 1/74828883828077193486083330431207330897728" GALV. PIPE
- 173. 1/149657767656154386972166660862414675595456" X 1/149657767656154386972166660862414675595456" GALV. PIPE
- 174. 1/299315535312308773944333321724829351190912" X 1/299315535312308773944333321724829351190912" GALV. PIPE

Miriam Bader

From: Moira Abernethy
Sent: Monday, August 24, 2015 11:20 AM
To: Miriam Bader
Subject: 4810 Brachville Road

Mariam,

I did a search of the property at 4810 Branchville Road; there are no notices for litter or dumping noted. The only notices are for tall grass and weeds dating back the last 10 years.

Moira

Real Property Data Search (w4)

Gt

Search Result for PRINCE GEORGE'S COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Account Identifier:		District - 21 Account Number - 2308468			
Owner Information					
Owner Name:		CRUZ DEVELOPMENT CORP		Use: APARTMENTS Principal Residence: NO	
Mailing Address:		ONE JOHN ELIOT SQ ROXBURY MA 02119-3511		Deed Reference: /06438/ 00947	
Location & Structure Information					
Premises Address:		BRANCHVILLE RD COLLEGE PARK 20740-0000		Legal Description: PARCEL A	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:
0025	00E4	0000		1050	
					Block:
					Lot:
					Assessment Year:
					2013
					Plat No:
					Plat Ref:
					140062
Special Tax Areas:		Town:		COLLEGE PARK	
		Ad Valorem:			
		Tax Class:		8	
Primary Structure Built	Above Grade Enclosed Area	Finished Basement Area		Property Land Area	County Use
				2.0100 AC	004
Stories	Basement	Type	Exterior	Full/Half Bath	Garage
					Last Major Renovation
Value Information					
		Base Value	Value	Phase-in Assessments	
			As of	As of	As of
			01/01/2013	07/01/2014	07/01/2015
Land:		788,000	788,000		
Improvements		0	0		
Total:		788,000	788,000	788,000	788,000
Preferential Land:		0			0
Transfer Information					
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Exemption Information					
Partial Exempt Assessments:		Class	07/01/2014	07/01/2015	
County:		000	0.00		
State:		000	0.00		
Municipal:		000	0.00 0.00	0.00 0.00	
Tax Exempt:		Special Tax Recapture:			
Exempt Class:		NONE			
Homestead Application Information					
Homestead Application Status: No Application					

1. This screen allows you to search the Real Property database and display property records.
2. Click [here](#) for a glossary of terms.
3. Deleted accounts can only be selected by Property Account Identifier.
4. The following pages are for information purpose only. The data is not to be used for legal reports or documents. While we have confidence in the accuracy of these records, the Department makes no warranties, expressed or implied, regarding the information.



**JOSEPH
GREENWALD
& LAAKE, PA**

EXHIBIT 5

RECEIVED

JUL 20 2015

CITY OF COLLEGE PARK
PLANNING DEPARTMENT

Greenbelt, MD 20770
Direct Dial: (240) 553-1186
Direct Fax: (240) 553-1755
Email: mschlepp@jgllaw.com
www.jgllaw.com

July 16, 2015

Via Certified Mail, Return Receipt Requested

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

*m.e.c. Gardiner
Ryan
Schw
Bader*

RECEIVED

JUL 20 2015

City of College Park
Administration Office

Re: Fencing Permit for Disputed Property on 4800 Block of Branchville Road

Dear Mr. Nagro:

I write on behalf of Branchville Volunteer Fire Company and Rescue Squad ("Branchville"). Branchville is in the midst of a legal dispute with Cruz Development Corporation regarding the ownership of certain real property in the City of College Park. Branchville recently learned that the development company submitted an application for a permit to fence the property. Branchville respectfully requests that the City refrain from granting the permit until the dispute regarding ownership has been resolved by the judicial system.

As you may know, Branchville Volunteer Fire Company is one of the oldest in Prince George's County. It has been providing fire protection and suppression services to the College Park and surrounding communities for 92 years – including rescue services for the last 76 years. In October of 1954, Branchville opened the firehouse at its current location at 4905 Branchville Road, College Park, MD 20740.

Branchville began using the property across the street to support its fire and rescue mission the day it opened its doors in 1954. It has continued to do so for the last sixty-one years. Branchville's daily use and occupancy includes parking for fire and rescue equipment, members and guests, and clearance to maneuver its fire trucks and other fire equipment into and out of the building. Branchville also hosts regular training drills, fire conventions, and social events on the property. The land consists of two parcels. Parcel "A" which has Tax Account number 2308468 and is found on Plat 140 at 62 and Parcel "91" which has Tax Account number 2407781 and is seen at Tax Map Parcel 91.

Branchville has claimed ownership of the property due to its long-term possession and use. The development company disputes that ownership and Branchville filed suit to quiet title. The judicial proceedings are ongoing.

6404 Ivy Lane | Suite 400 | Greenbelt, MD 20770
Phone: 301.220.2200 | Fax: 301.220.1214 | www.jgllaw.com

Montgomery County Office

111 Rockville Pike | Suite 975 | Rockville, MD 20850

031

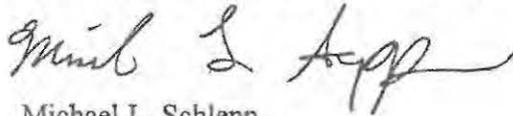
27

Joseph L. Nagro
July 16, 2015
Page 2

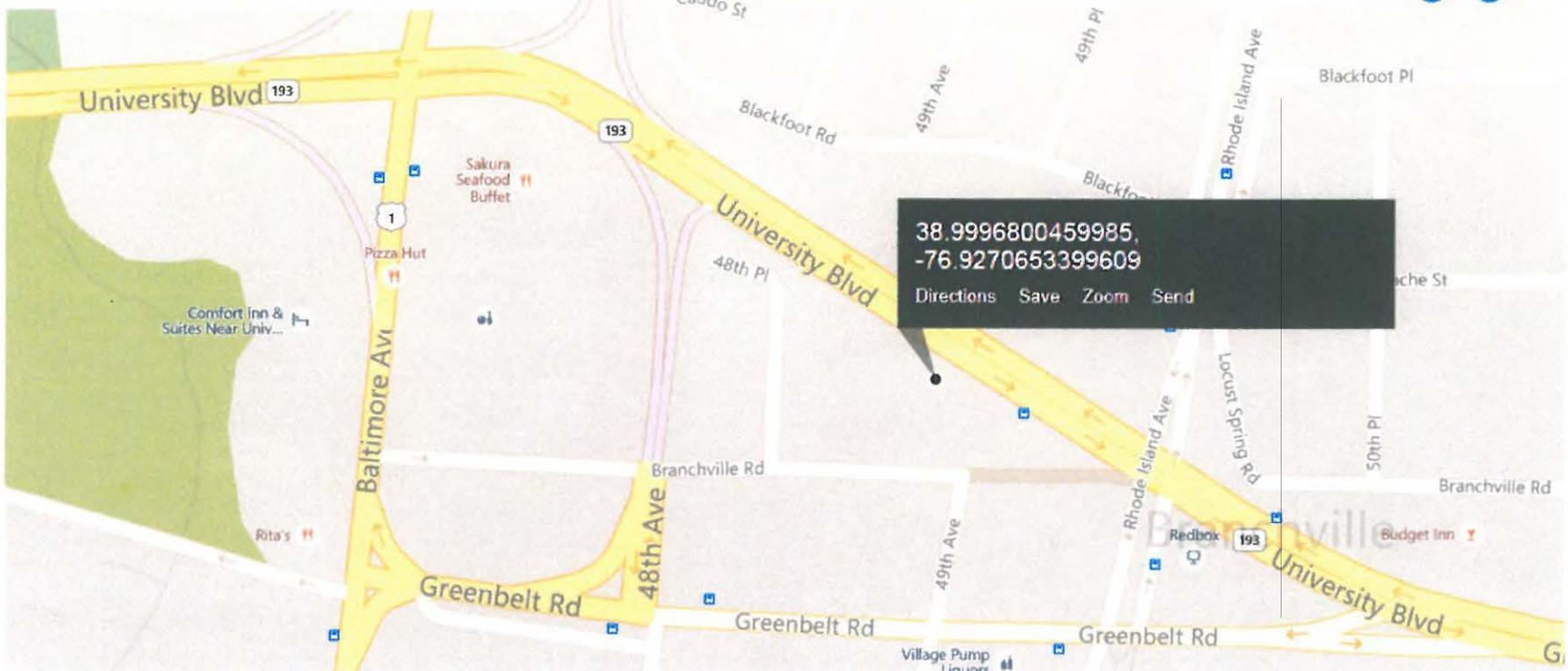
The fence represents an unnecessarily adversarial move by the absentee development corporation. The fence serves no purpose other than to frustrate Branchville. Indeed, it will likely cause Branchville problems getting its fire trucks into and out of the fire house. Please refrain from granting Cruz Development Corporation's fence permit until after the suit to quiet title is resolved. If you have any questions or concerns I am happy to discuss the matter.

Very truly yours,

JOSEPH, GREENWALD & LAAKE, P.A.

A handwritten signature in black ink, appearing to read "Michael L. Schlepp". The signature is written in a cursive style with a large, sweeping flourish at the end.

Michael L. Schlepp







A: Subject Property (on left) - Cleared Section



B: Subject Property-Wooded Section



C: Gravel lot proximity to fire trucks



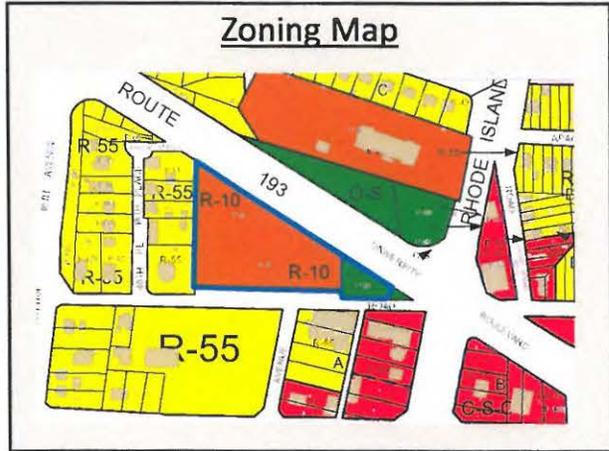
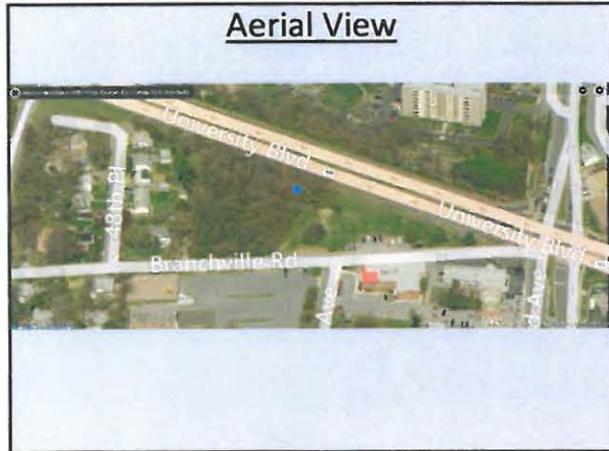
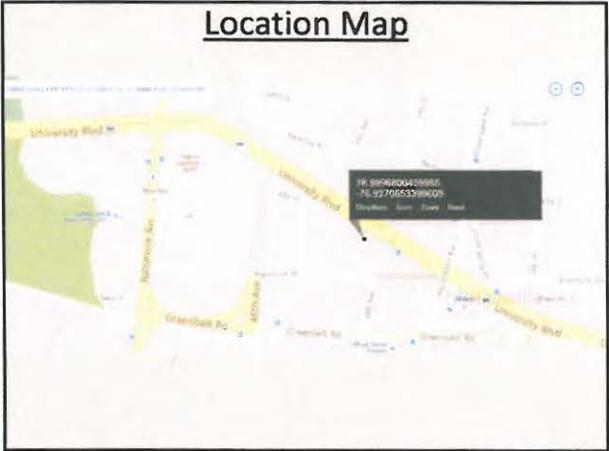
D. Adjoining chain link fence to west of property



**Fence Variance Request
for
Cruz Property on Branchville Rd.
CEO-2015-02**



City of College Park
Department of Planning, Community & Economic Development

Request

To erect a 6-foot high, welded wire fence and gate to secure property until land use approvals are obtained.

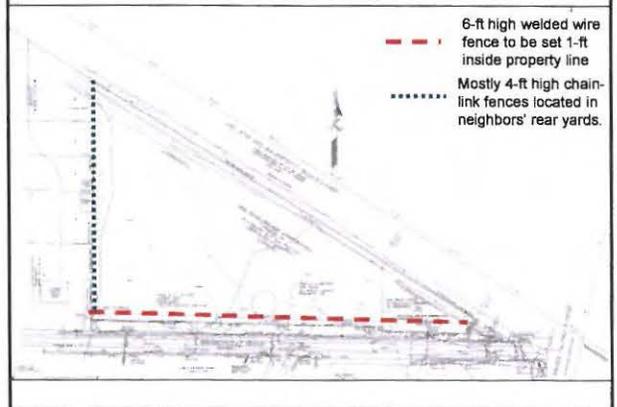
City Fence Ordinance

City Fence Ordinance prohibits construction of fences in the front yard.

Specific Variance Request

Variance to erect a 6-foot high, welded wire fence in the front yard.

Site Plan



Criteria 1. for Granting a Fence Variance

Exceptional or extraordinary conditions

1. Unusual shape (generally triangular)
2. Through-lot with two front yards
3. Over 500 feet of property frontage on Branchville Road.
4. Vacant lot-difficult to actively monitor
5. Use of property without proper authorization

Criteria 2.

Denial results in a peculiar & unusual practical difficulty or exceptional or undue hardship to owner.

- Denial of fence variance prevents applicant from securing his property from unauthorized use – An unusual practical difficulty.

Criteria 3.

Granting variance will not impair intent, purpose or integrity of the General/Master Plan.

- Intent of fence ordinance is to preserve and protect character of single-family neighborhoods. The vacant property is in a high density, multi-family zone.
- Fencing the property will not adversely impact the nearby single-family neighborhood with appropriate conditions.

Criteria 4.

The variance is consistent with the design guidelines adopted for the historic district, if applicable.

- Not applicable.

Criteria 5.

Granting variance will not adversely affect the public health, safety, welfare or comfort.

- Allowing the fence in order to secure the vacant property from unauthorized use will not have an adverse effect on public health, safety, welfare or comfort.
- Adequate right-of-way exists for fire truck turning movements.

Criteria 6.

The fence incorporates openness and visibility as much as is practical, provided however, it shall not be constructed of chain link unless this material is consistent with the surrounding neighborhood.

- Proposed fence incorporates openness and visibility but may be too similar to a chain link fence.



Criteria 7.

The proposed construction, including setbacks, is characteristic of and consistent with the surrounding neighborhood. In neighborhoods where chain link is a characteristic material, alternate materials incorporating openness and visibility may be permitted.

- To lessen impact on nearby single-family neighborhood,

Staff recommends:

- Reducing height from 6-ft to 4-ft
- Upgrading material from welded wire to vertical posts.



Recommendation

Staff recommends approval to place a fence in the front yard with the following conditions:

1. Correct fence location plan to accurately reflect height of existing fences on western property line (generally 4-feet tall not 8-feet tall)
2. Reduce fence height from 6-feet to 4-feet to lessen the impact on the neighborhood.
3. Upgrade material of fence from welded wire to vertical, aluminum or metal posts or something similar that would be more compatible with the neighborhood, subject to approval of Staff.

Branchville Rd., Property on Left



Branchville Volunteer Fire Dept.



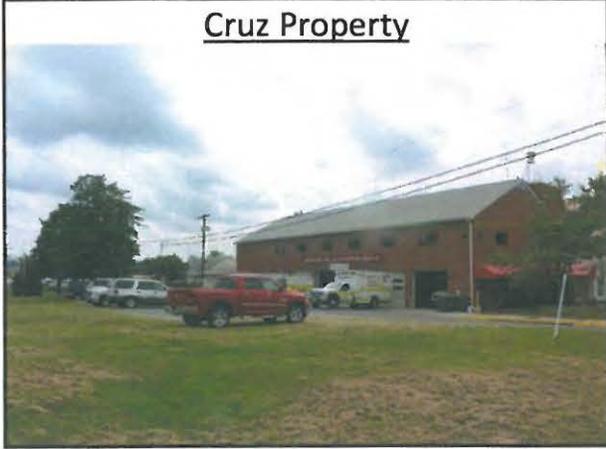
Relationship of Fire House to Cruz Property



Cruz Property



Cruz Property



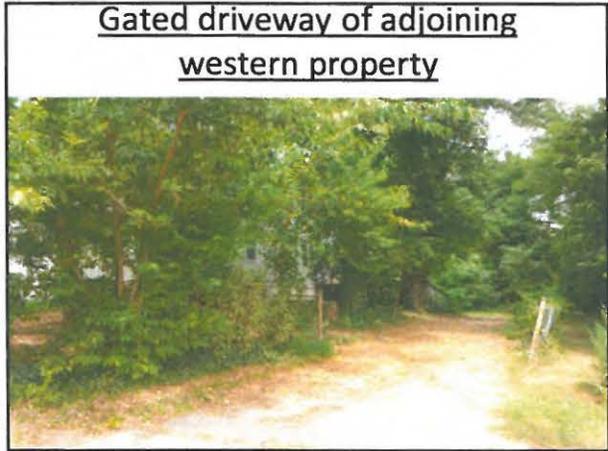
Cruz Property



Looking West on Branchville Rd.
from Cruz Property



Gated driveway of adjoining
western property



Fence along neighbor's rear yard



Fences along neighbors' rear yard

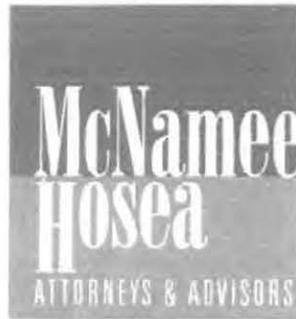


Branchville Playground



Branchville Vol. Fire House





Daniel F. Lynch, Esquire
Admitted in Maryland

McNamee, Hosea, Jernigan, Kim,
Greenan & Lynch, P.A.

Email: DLynch@mhlawyers.com
Direct Dial: Extension 250

September 1, 2015

VIA ELECTRONIC MAIL

City of College Park Advisory Planning Board
4500 Knox Road
College Park, Maryland 20740

**Re. Cruz Development Corporation;
CEO-2015-02**

Dear Sir or Madame:

Please be advised that this firm represents the applicant, Cruz Development Corporation, relative to the pending application for variance, CEO-2015-02, that is currently scheduled for hearing on September 3rd at 7:30PM. The purpose of this letter is to formally request a continuance of the hearing on this matter to October 1, 2015.

This application was filed with the City of College Park on August 13th and the first notification received as to the hearing date was the Notice of Hearing dated August 26, 2015 and received by this office on September 1, 2015. Cruz Development Corporation is located in Roxbury, Massachusetts and its principals, John Cruz and Dan Cruz, are not available to be present at the hearing given the late notice. The testimony of the applicant's principals is a necessary component of the case to be presented to the Advisory Planning Board in support of the application for variance.

In light of the date the Notice was received by this office and the fact that the principals of the applicant are unable to appear and testify at the hearing scheduled for September 3, the applicant believes that it has no choice but to request this continuance and respectfully requests that this Board grant its request and reschedule the hearing on this matter to October 1, 2015.

Sincerely,

Daniel F. Lynch

Cc. John Cruz
Mariam Bader
Sue Ford
Michael Schlepp



EXHIBIT 11

Google Maps Branchville Rd



Image capture: Jun 2012 © 2015 Google

College Park, Maryland
Street View - Jun 2012

8707 48th AVENUE

Google Maps Branchville Rd



Image capture: Jun 2012 © 2015 Google

College Park, Maryland
Street View - Jun 2012

4722 BRANCHVILLE

Google Maps 4827 Branchville Rd



College Park, Maryland
Street View - Jun 2012

Image capture: Jun 2012 © 2015 Google

4802 BRANCHVILLE

Google Maps Branchville Rd



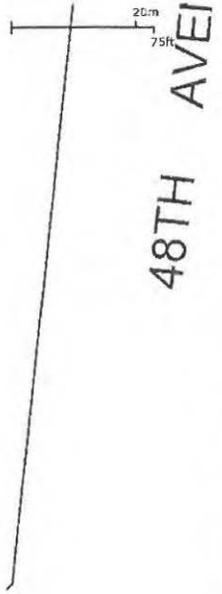
Image captured: Jun 2012 © 2015 Google

College Park, Maryland
Street View - Jun 2012

4724 BRANCHVILLE



051

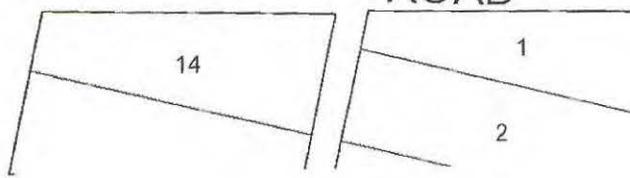
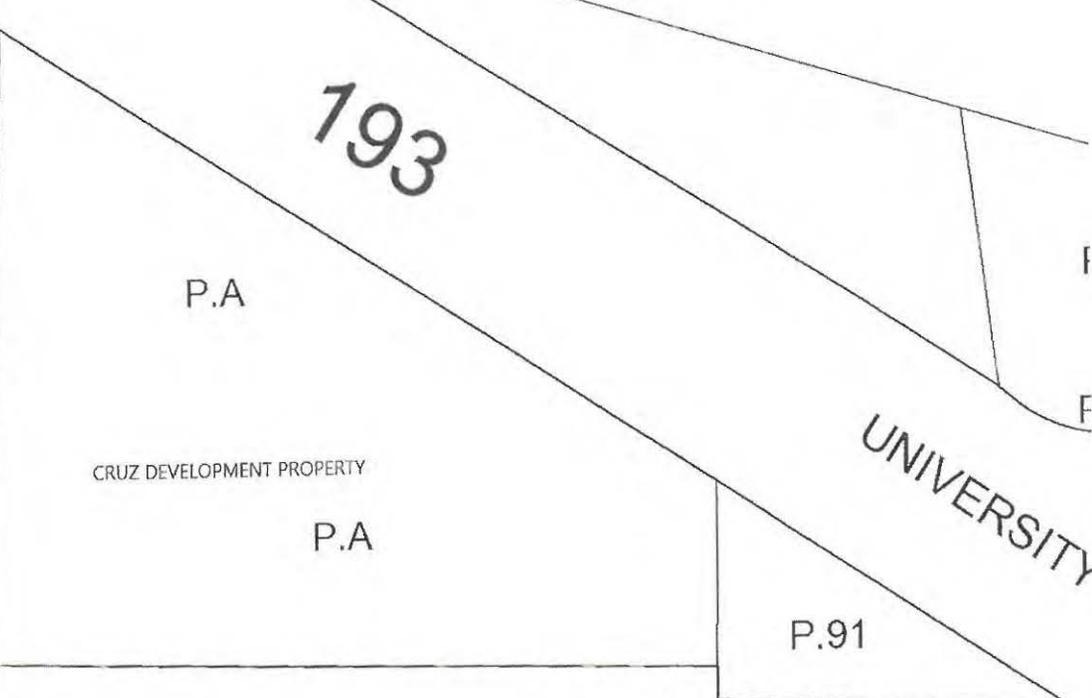
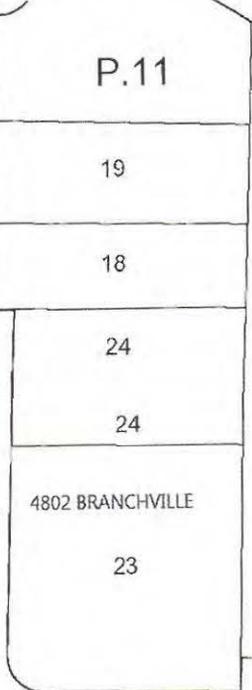


AVENUE

48TH AVE



48TH PLACE





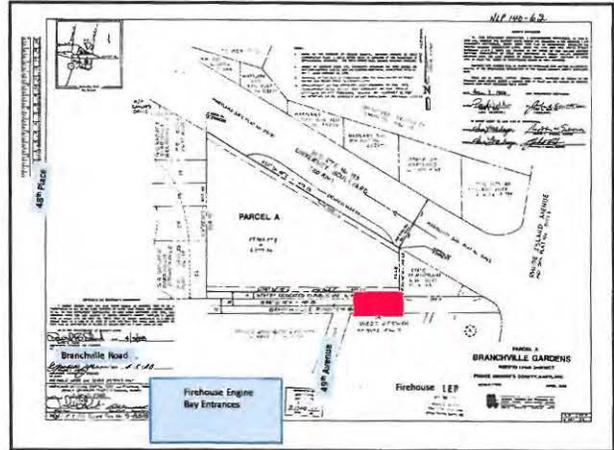
053

Fencing In Property at Rt193 and Branchville Road

Issues and Concerns of the Branchville Volunteer Fire Company and Rescue Squad, Inc.

October 1, 2015

Thomas L. Tanner
Vice President, BVFCo.

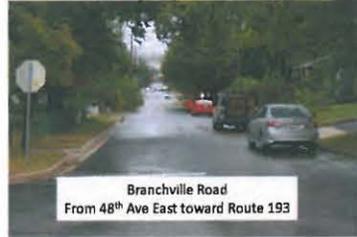
Temporary Fences are not in character with neighborhood

- Only 4 of 8 tenants on Branchville Road have fences
 - All were built more than 20 years ago
- City Code 87-23 restricts new installation of fences in front yards

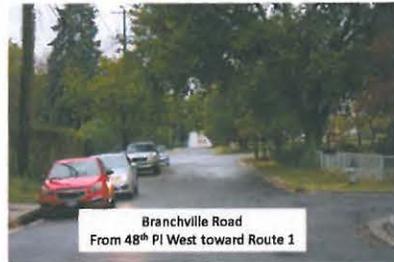




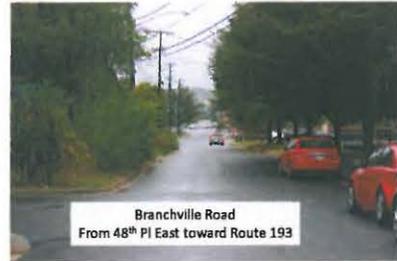

Branchville Road
From 48th Ave West toward Route 1



Branchville Road
From 48th Ave East toward Route 193



Branchville Road
From 48th Pl West toward Route 1



Branchville Road
From 48th Pl East toward Route 193



Branchville Road
From 49th Ave West toward Route 1



Branchville Road
From 49th Ave East toward Route 193



Concern – Adequate Turning Radius

- Front ramp of station = 12 feet wall to curb
- Branchville Road = 26 feet inner curb edge to inner curb
- Apparatus Length = 31 feet
- Guidance from PGFD = 45 foot radius recommended
- In following video front wheel of engine is 40' 5" from station wall when at 45 deg.
 - Bumper extends 7' 3" from center of front wheel
- Backing into station harder than pulling out!



Concern – Adequate Turning Radius



Concern – Adequate Turning Radius



Concern – Adequate Turning Radius



Concern – Adequate Turning Radius



Concern – Adequate Turning Radius



Other Concerns

- In my almost 25 years there has been no issues with dumping
- Fence closes off access to memorial to last remnants of property of 1st mayor of College Park and his son, 1st Chief of Branchville Rescue Squad



Dumping on the Property?

- In my almost 25 years there has been no issues with dumping
- Fence Closes off access to memorial to last remnants of property of 1st mayor of College Park and his son, 1st Chief of Branchville Rescue Squad



Questions??

THANK YOU!



Thomas L. Tanner
Vice President
branchvillecrossing@bvfc011.com

Visit us online at:
bvfc011.com

Comments from the Berwyn District Civic Association

August 28, 2015

Re: Variance request for fence 4810 Branchville Road.

On July 9, 2015, the Board of Directors of the Berwyn District Civic Association voted to stand in opposition to the installation of a fence along the frontage of the Cruz Development property in the 4800 block of Branchville Road. On July 27, 2015, Cruz Development filed an application for variance from the City of College Park Building Code relating to the fence installation. Our position remains the same based on the following concerns.

(a) There is an extraordinary situation or condition that would support the request for a variance;

There is no extraordinary condition that justifies a variance of the fence ordinance in this case. Cruz Development's concerns about trespassing and dumping--as noted in their application--seem to have only come to light after the recent dispute between the Cruz Development and the Branchville Volunteer Fire Company. To consider a dispute with a neighbor to be an extraordinary situation would set a dangerous precedent. A decision by the city to take a position on a dispute based on one party's allegation prior to a ruling in the proper forum would be biased. The proposed fence or a fence of any height will be visible from one of the city's most busy intersections, University Boulevard and Rhode Island Avenue. Varying from the fence ordinance in this case would send a strong visual message to the community that the strictly applied fence ordinance within the city can easily be bypassed.

(b) Denial of the variance would result in a peculiar and unusual practical difficulty to, or an exceptional or undue hardship to the owner;

Denial of the variance would not cause a hardship or practical difficulty on the applicant. Condition of the property has remained the same for many years. Questions to ask the applicant:

- Have there ever been any code violations issued for trash on the subject property?
- Have there ever been any complaints of trespassing in the last 28 years?
- Have there ever been any parking violations issued on the property?
- Have there ever been any zoning violations issued for illegal use of the property?

(c) Granting the variance will not impair the intent, purpose or integrity of the Fence Ordinance;

The fence ordinance was adopted for good reason. Restrictions of the type of fence material and the location of a fence in relation to structures on the property and public right-away provide for openness, safety and a better outward appearance of residential properties. The addition of the fence ordinance to the city code was approved by a former City Council where the matter was fully debated and comments from citizens were encouraged and considered.

The residents of College Park have a reasonable expectation that city staff and elected officials uphold the integrity of the Fence Ordinance. To allow a large business such as Cruz Development, to circumvent the fence restrictions in response to a legal dispute with a neighbor--a dispute that the city or its citizens have nothing to do with-- would be an affront to the residents of College Park who abide by the city code.

(d) The variance is consistent with the design guidelines adopted for the Historic District, if applicable;

(e) The variance will not adversely affect the public health, safety, welfare or comfort;

A fence of any height or material would have a negative impact on the operation of the Fire Company.

Due to the layout of the property, the installation of a fence of any height made of any material would be an eyesore from Rhode Island Avenue and University Boulevard, one of the busiest intersections in College Park. One must conclude from the attached pictures that the aesthetics of the property have not been a great concern to Cruz Development for 28 years. Any fence of any height made of any material will require maintenance. Cruz Development has shown disregard for the appearance of property (attached photographs taken 8/26/15) and has been cited by city code enforcement for tall grass and weeds in the past (city website "Code Violation Search" 4810 Branchville Road). The city should not rely on Cruz Development to maintain a newly installed fence. An unmaintained property detracts from the well-being of the community and can have an adverse effect on surrounding property values.

(f) The fence for which a variance is requested incorporates openness and visibility as much as is practicable; provided, however, that it shall not be constructed of chain link unless this material is consistent with the surrounding neighborhood;

The proposed fence is out of character with the neighborhood. While there may be preexisting chain link fence in pockets of CP, including Branchville, these fences predate the fence ordinance. The surrounding neighborhood is Branchville, no new front yard fence permits have been issued in Branchville since the ordinance was adopted, and there is no evidence of a new front yard chain link fence ever being installed where one did not exist before in Branchville or Berwyn since adoption of the ordinance. There are no 6' chain link front yard fences in Berwyn or Branchville.

(g) The proposed construction, including setbacks, is characteristic of and consistent with the surrounding neighborhood. In neighborhoods where chain link is a characteristic material, alternate materials incorporating openness and visibility, may be permitted.

Within the boundaries of the BDCA, 56 of 427 properties have chain link fences at the front property line, none have 6' chain link fences; hardly a defining characteristic of the neighborhood, in fact, the trend has been to remove chain link fences. For example, property owners at 8800, 8710 and 8713 49th Avenue have removed chain link fencing from the front yards in the past 3 years.

The installation of a fence of any height and material will lead to maintenance issues with weed growth. The applicant has not shown an interest in maintaining the property for the past 28 years. (See photos)

The lifespan of the fence is open ended and could be in place for years. The proposed fence cannot be considered part of the landscaping for the proposed building on the property as no Detailed Site Plan has been submitted. If a DSP is ever filed for the proposed building, it is highly unlikely that this type of fence would ever be approved by the county or city under current guidelines.

Kevin Young, President

Berwyn District Civic Association







AGREEMENT

THIS AGREEMENT is made this 26th day of March, 1987, by and between the Cruz Development Company, Inc., hereinafter referred to as, "The Property Owner" and the Berwyn District Civic Association, Inc.,

WHEREAS, The Property Owner desires to make use of his property located in College Park, on the northside of Branchville Road at its intersection with 49th Avenue, specifically identified Tax map 25, E-4, Parcel Numbers 8, 9, 10 and 133 and hereinafter referred to as "The Property", in a manner consistent with the R-10 (Multiple Density, High Density Residential) zoning classification of Prince George's County, Maryland for Prince George's County, Maryland and;

WHEREAS, The Property Owner filed for a special exception to allow an increase in the number of two (2) bedroom units as provided to in Section 27-439(e) and 27-419 of the Prince George's County Zoning Ordinance", and;

WHEREAS, The Property Owner has also filed for a Variance as provided in Section 27-230 of the Zoning Ordinance for Prince George's County, from the "green space" requirements as provided in Section 27-442 at Table II of the Zoning Code for Prince George's County, entitled "LOT COVERAGE & GREEN AREA, and;

WHEREAS, The Property is located within the boundaries of the Berwyn District Civic Association and that it is the desire of the parties to this Agreement to work together to promote appropriate and permitted uses of The Property in a manner that preserves and protects the property values of all parties to this Agreement, including the R-55 (one-family, detached residential) zoned properties of the surrounding and adjacent to Branchville community, and;

WHEREAS, the City of College Park, Maryland National Capital

and Variance and in making such decisions will look to the Berwyn District Civic Association for their recommendation as to the subject property, and;

WHEREAS, the Berwyn District Civic Association has held duly constituted meetings to discuss the subject property and the requested Special Exception and Variance and have adopted a decision(s) which shall become a part of the record before the City of College Park, Maryland National Capital Park and Planning Commission, the Zoning Hearing Examiner, the Board of Appeals and the District Council for Prince George's County, Maryland:

NOW THEREFORE BE IT RESOLVED that in consideration of the mutual covenants between The Property Owner and the Berwyn District Civic Association, Inc., all hereto agree as follows:

1. The Property Owner has filed with the Maryland National Capital Park and Planning Commission a special exception application affecting all of The Property as set forth in the special exception site plan which is marked Addendum No. 1 to this Agreement. The proposed special exception will allow The Property to be improved with a "high rise" Residential structure that will have an excess of two bedroom dwelling units as mandated under Section 27-419, entitled "Bedroom Percentages of the Zoning Code for Prince George's County, Maryland for R-10 (Multi-family, High Density Residential) zone.

2. The Property Owner has also filed with the Prince George's County, Maryland Board of Zoning Appeals an application for a variance affecting the "Green Space" requirements for all of The Property as set forth in the Addendum No. 2 to This Agreement. This "variance" will allow The Property to be improved with a "high rise" structure of a Residential nature that will have less than the fifty (50) percent minimum "Green Area" as mandated under Section 27-419 of the Zoning Code for Prince George's County, Maryland.

3. The Property Owner, upon construction of the on site parking required for The Property under Division 2 of Part 11, entitled "Parking Facilities" as found in the Zoning Code for Prince George's County, Maryland, will establish a "controlled parking facility". The "controlled parking facility" may be by a "permit" or by a gate with tenant "cardage control", or any other system that will not cause the tenants of The Property to increase the already congested parking on adjacent residential streets in the "Branchville" community and also to allow the tenants of The Property not to be disturbed in the use of their assigned parking spaces by nearby residents or the guests of the "Branchville" community.

4. The Property Owner will strictly enforce through its leasing agreement instrument and its residential management operation, the maximum permitted percentage occupancies provided in the Prince George's County, Housing Code, July 1, 1981 edition, under the ("Minimum Housing Standards Code for dwellings and multi-family dwellings") at Section H-423.0, entitled "REQUIRED SPACE IN SLEEPING ROOMS" of Prince George's County, Maryland and the City of College Park, Maryland.

5. The Property Owner agrees to provide a dwelling unit on The Property for an "on site residential" property manager and to have the "residential" property manager, his/her designated assistant responsible for the property at all times.

6. The Property Owner shall allow limited and restricted access along the westerly side of the Property, as provided in the special exception site plan marked as Addendum No. 1, only to those abutting R-55 (One-family, Detached Residential) who own a fee simple title and reside in the adjoining properties. This limited and restricted access shall not be for "everyday use" but rather limited for "necessary" access to the "rear" of the lots owned by the abutting fee simple property owners and

7. The Property Owner agrees to provide maintenance and care of all the "Green Areas" as provided in the special exception "Site Plan" and to provide replacement of newly installed plan materials that do not survive the initial one (1) year warranty period or that may be destroyed by an Act of God.

8. The Property Owner agrees to make every effort within their power to oversee construction of improvements on the Property so that storm water runoff from the Property will not increase into an already overloaded storm water management system.

9. The Property Owner agrees that following the approval of the District Council for the special exception and the issuance of the appropriate building permits, The Property Owner shall make no application for a change in the Zoning, the Special Exception, the Subdivision or request any variances or exceptions thereto without giving prior notice to the Berwyn District Civic Association, Inc. by certified mail. It is the intent of all parties to this Agreement that any proposed changes in the Zoning, the Special Exception, the Subdivision or any request for any variance or special exception shall be achieved by working together for a mutual satisfactory resolution.

10. The Berwyn District Civic Association agrees to testify before the Mayor and City Council of College Park, the Board of Appeals of Prince George's County, Maryland, the Zoning Hearing Examiner for Prince George's County, Maryland, the Planning Board and the County Council sitting as a District Council stating that the Berwyn District Civic Association is not in opposition to the granting of Special Exception No. 3774 or Board of Appeals No. 8461 and will not testify against the granting of the Special Exception or Variance.

11. This Agreement shall be binding upon all parties.

12. No financial liability for performance of the Special Exception Application, the Request for Variance Application or Subdivision obligations as set forth in this Agreement shall be placed upon the Berwyn District Civic Association, Inc. by the execution or agreement to the terms of this Agreement.

13. In the event that The Property Owner's request for Special Exception, Variance and Subdivision is not granted, this Agreement shall become null and void at the option of The Property Owner or the Berwyn District Civic Association, Inc. and upon the election of such option, all parties to the Agreement shall be released from all terms herein enumerated.

14. The parties hereto agree that the obligations of the Property Owner as set forth herein this Agreement are subject to the approval of the applicable public authorities. All parties to this Agreement recognize that the requirements of any such public authorities for the development of The Property may supercede or exceed the obligations as set forth in this Agreement. If any public authority establishes requirements that supercede or exceed the obligations as set forth in this Agreement, then all parties to this Agreement hereto agree to cooperate fully in carrying out the content of this Agreement and any additional obligations as set forth by the applicable public authorities.

IN WITNESS WHEREOF, The Property Owner and the Berwyn District Civic Association, Inc. commit their seals this 26th day of March, 1987

ATTEST:

3/26/87

BERWYN DISTRICT CIVIC
ASSOCIATION, INC.

By:

President

3/26/87

CRUZ DEVELOPMENT CORPORATION,
INC.

1
2 **TRANSCRIPT OF REMAND PUBLIC HEARING**
3 **COLLEGE PARK ADVISORY PLANNING COMMISSION**

4
5 **CEO-2015-02: Variance from the City Fence Ordinance to Erect a 6' High**
6 **Front Yard Fence**

7 **Applicant: Cruz Development**

8 **Location: Branchville Road**

9 **Date: October 1, 2015**

10 **Present: Commissioners: Mary Cook, Chair, Lawrence Bleau, James**
11 **McFadden, Kate Kennedy; Planning Staff: Miriam Bader and**
12 **Theresheia Williams; Attorney: Suellen Ferguson**

13 Public Hearing was called to order at 8:00 p.m.

14 **Mary Cook:** The planning staff will be sworn in and anyone giving testimony. The
15 planning staff will present their staff report. We will then take testimony from the
16 applicant and anyone else who has signed up to speak. Okay, could you all raise your right
17 hand? You are not giving any testimony?

18 **Matthew Tedesco:** I'm the attorney, do I need to get sworn in?

19 **Suellen Ferguson:** No.

20 **Matthew Tedesco:** I usually don't get sworn in.

21 **Mary Cook:** Okay. Do you all promise to speak truthfully in the testimony you are about
22 to give?

23 **Miriam Bader:** Yes.

24 **John Cruz:** Yes.

25 **Thomas Tanner:** Yes

26 **Kevin Young:** Yes.

1 **Mary Cook:** Okay, so we are going to move on to Ms. Bader who will give us a
2 presentation on the case.

3 **Miriam Bader:** The property is located east of Baltimore Avenue and south of University
4 Boulevard. It's in the Branchville Crossing subdivision and is part of the Berwyn District
5 Civic Association. Here is an aerial view of the property (Exhibit 7). The 2-acre,
6 triangular-shaped, subject property is located at the intersection of University Boulevard,
7 Branchville Road and Rhode Island Avenue. There are single-family residences along the
8 western boundary of the site. Across Branchville Road is the Branchville Volunteer Fire
9 Department, a church, Branchville Playground, a neighborhood park and this is Attick
10 Towers across MD 193. The property is undeveloped and mostly wooded. The south-
11 eastern part of the lot has been cleared and kept mowed. There is also a gravel parking lot
12 located on this section of the property. The zoning map (Exhibit 8) shows the property
13 outlined in light blue, which the majority is zoned R-10 (Multi-Family, High Density
14 Residential) and part of it is zoned O-S (Open Space). Additional right-of-way was given
15 by Cruz Development to the City. The request is to erect a 6-foot high, welded wire fence
16 and gate to secure the property until land use approvals have been obtained. The applicant
17 talked about erecting a temporary fence, but the City doesn't have a special provision for
18 temporary fences. We just issue a fence permit regardless of the duration. The applicant is
19 actively working on developing the property. According to the City Fence Ordinance,
20 Chapter 87, Section 23, paragraph B, prohibits the construction of fences in the front yard
21 in residential zoned properties. The applicant is requesting to erect a 6-foot high, welded
22 wire fence in a front yard. The site plan (Exhibit 2) shows the triangular-shape of the
23 property, which is a through lot with frontage on Branchville Road and MD 193 University
24 Boulevard. It contains a little over 2 acres. The front property line along Branchville Road
25 measures 527.88 feet; the rear property line, along MD 193 University Boulevard,
26 measures 630.16 feet; the western side property line measures 338.45 feet; and the eastern

1 side measures 23.74 feet. The area indicated in blue on the zoning map (Exhibit 8) is the
2 chain linked fence that is on the property line of homes right here. The majority of those
3 are chain-link and are 4' feet high to form a continuous fence. The area indicated in red
4 (Exhibit 8) is where the applicant is proposing to put the fence. So it would be set 1' inside
5 the property line. I am not saying this is to scale because it would not show up, I kind of
6 exaggerated it. In the previous slide it shows the 15-foot of right-of-way that was
7 dedicated by the Cruz Development Group in 1988. Also, there is a paved section of
8 Branchville Road that is 26-feet wide within the 45-foot right-of-way. Prince George's
9 County issued a fence permit for the property because by the county ordinance, this
10 complies. They do not have fence restrictions on lots over one acre. In order to grant a
11 fence variance, the request must meet seven variance criteria. The first criteria is about
12 exceptional or extraordinary conditions. There is an extraordinary condition in this case
13 because the property has an unusual shape, it's triangular and it's a through lot with lot
14 lines of irregular length. There are two frontages: 630.16 feet along University Boulevard
15 and 527.88 feet along Branchville Road. The frontage along University Boulevard has no
16 access and is further limited with a guardrail. So they don't have a problem with people
17 accessing from that side. However, there is an unrestricted access from Branchville Road.
18 The owner asserts that the property has been used without proper authorization from
19 Branchville Road. Because the property is vacant, it's more difficult to monitor and police
20 than a developed and occupied residential or commercial property. The owner is
21 requesting a front yard fence along Branchville Road in order to secure the property. The
22 second criteria deals with peculiar and unusual practical difficulty or exceptional or undue
23 hardship to the owner. The property is vacant and proposed for development. One way to
24 secure the property until development occurs is by erecting a front yard fence along the
25 Branchville Road frontage. The applicant has proffered that this will be a limited duration
26 fence until the time that the property develops. The third criteria discusses if granting the

1 variance will have a negative impact on the intent, purpose or integrity of the General
2 Master Plan. The Fence Ordinance was enacted to preserve and protect the character of
3 single-family residential neighborhoods in the City. Granting this variance will not
4 adversely impact the intent, purpose and integrity of the City's Fence Ordinance as this is a
5 vacant, multi-family zoned property. Criteria four is not applicable since the property is
6 not located in a historic district. The fifth criteria concerns the impact of granting the
7 variance will have on the public health, safety, welfare or comfort. Staff received a letter
8 on dated July 16, 2015 from Michael Schlepp, who is the attorney representing the
9 Branchville Volunteer Fire Department, which states that the proposed fence will prevent
10 fire trucks from getting into and out of the fire house. The City does not decide property
11 rights disputes between private property owners. This is a private dispute between the two
12 property owners. Allowing the fence to secure the property to stop unauthorized use will
13 not adversely affect the public health, safety, welfare or comfort. To address that concern,
14 staff and the city engineer did go out and measured out the necessary turning radius for the
15 longest fire truck, which is 80-feet long and we determined that the right-of-way is
16 sufficient for adequate turning radius. Criteria six talks about openness and visibility of the
17 fence. The proposed fence type, which you can see from what the applicant submitted,
18 does incorporate openness and visibility. They are not allowed to use a chain link fence.
19 Staff was concerned that this is too similar to a chain link fence. It's not technically a
20 chain link fence, but seemed similar to that type of fence. Criteria seven addresses if the
21 proposed fence will be characteristic and consistent with the surrounding neighborhood.
22 There are very few homes and no similar properties that front on this section of Branchville
23 Road and so it is difficult to evaluate what the character is. As you can see it is a very
24 mixed character. Lessening the height of the fence from 6-feet to 4-feet and upgrading the
25 material from welded wire to a type of metal or vinyl, something that would have vertical
26 posts would lessen the negative impact and be consistent with the surrounding

1 neighborhood. Staff is recommending the height reduction from 6-feet to 4-feet and
2 material upgrade as conditions of approval. Staff recommends that the front yard fence
3 variance from the City Fence Ordinance be approved with the following conditions:

4 1) Correct the fence location plan to accurately record the height of the existing fences on
5 the western property line. This is just a technical issue. The site plan shows these fences to
6 be 8-feet tall. I went out and measured it and the majority of them are 4-feet tall, there is
7 one little section that's higher. 2) reduce the fence height from 6-feet to 4-feet to lessen the
8 impact on the neighborhood; 3) upgrade the material of the fence from welded wire to
9 vertical aluminum or metal posts or something similar that would be more compatible with
10 the neighborhood, this would be subject to approval of staff. They would bring in that
11 material or show us a picture. I have some pictures (Exhibit 9) just to get a feel of the area
12 we are talking about. This is the gravel section, and these are vehicles that from my
13 understanding are from the fire department and a photo of the big truck outside the bay.
14 This is just another view looking from the Cruz property to across the street and you can
15 see the guardrail along University Boulevard. This is the closest house to the adjoining
16 property; they have a chain link fence and a gate. This is where the chain link fence is 4-
17 feet high. This is a picture of the Branchville Playground. I would like to submit the staff
18 report and staff PowerPoint presentation into the record. That concludes my presentation.

19 **Mary Cook:** Okay, thank you for that. Anybody have questions for staff?

20 **James McFadden:** What is R-10 again?

21 **Miriam Bader:** R-10 is high-density, multi-family.

22 **James McFadden:** Okay.

23 **Lawrence Bleau:** Could you review in a little more detail how you determined that the
24 turning radius would be adequate as stated in criteria 5?

25 **Suellen Ferguson:** Madam Chair may I inject?

26 **Mary Cook:** Yes.

1 **Suellen Ferguson:** I think we have to make it plain, and I think we did in the staff reports
2 that information was provided as a “by the way.” It is not within your power to deny a
3 variance on the basis that someone else wants to use the owner’s property or is making
4 some kind of claim to it. Staff provided that information because I understand this
5 information has been floating around about how this might impact what is happening in the
6 fire department. To reassure the commission, staff did additional work on that. I just
7 wanted to make sure it was clear before you started to go into this and clear for everyone
8 who is going to testify that whether someone else is claiming a right to use the property is
9 not relevant in this preceding.

10 **Mary Cook:** Thank you. Do you have any other questions for Ms. Bader?

11 **Thomas Tanner:** May I respond to that.

12 **Mary Cook:** Can you hold on a moment?

13 **Thomas Tanner:** Okay. I didn’t know where I am at in speaking.

14 **Mary Cook:** Your turn is coming up. Okay, let’s move on to the applicant. Can you
15 state your name and address for the record?

16 **Matthew Tedesco:** Madam Chair if I could, my name is Matthew Tedesco with the law
17 firm of McName Hosea on behalf of the applicant. Just in full disclosure, I’m here in place
18 of a partner of mine who was unable to be here. Nevertheless, we are here to present the
19 request for the variance. With me is Mr. John Cruz, who is the president of Cruz
20 Development Corporation who just flew down from Boston, MA earlier today to be here
21 this evening. Mr. Cruz I need you to state your name and address for the record.

22 **John Cruz:** John B. Cruz, III, the address is 1 John Elliott Square, Boston, MA.

23 **Matthew Tedesco:** Madam Chair, first and foremost, I’d like to thank your staff for its
24 thorough analysis of this case. I know we have been working with staff on this and the
25 future development of this property for some time, and we certainly agree with the staff
26 report as well as the recommendation. We would agree with the conditions of approval as

1 presented on the PowerPoint, which are a little bit more explicative on the PowerPoint
2 presentation than in the backup. I think the recommendation of conditions in the
3 PowerPoint elucidates some of the concerns staff had than maybe what's in the staff report.
4 Regardless, we are in agreement with the conditions as recommended. Briefly, just by way
5 of background, I know we have our friends from the south in the fire department here to
6 testify. The elephant in the room, there is an ongoing property dispute with respect to the
7 gravel area that is reflected on some of the pictures. That is a separate proceeding apart
8 from this. It has no relevance or basis in this proceeding. That would be determined at
9 some future date by another body. So with that being said, we assert that we have property
10 rights to our property. The issue that we have is there has been use by the fire department
11 among others with respect to this property. My client, who owns the undeveloped property
12 is not local, and needs to have the ability to secure his property from future trespass and
13 damage, potential damages to the property as it moves forward with this development plan.
14 Now, with that being said, and Ms. Bader articulated this point, we have in our application
15 and it is in the backup, we have asserted that this is a temporary fence. The City doesn't
16 issue permits for temporary fences. With that being said, we are here to present that there
17 is a future development application in the works, which may be some of the objection for
18 opposition. What we are here for tonight strictly is a variance to have a 4-foot fence, we
19 proposed 6, but we are in agreement with 4, pursuant to the staff recommendation in the
20 front yard. The required findings that you all have to make, one of which is peculiar and
21 extraordinary circumstances as it relates to the property. This property is unlike any other
22 property in the neighborhood. Most of the properties are R-55 zone not to go back to the
23 case you had before, but it is old historical single-family lots. This is a two-acre triangular-
24 shaped property, which is very unique in the neighborhood. Moreover, it's a through lot.
25 Ms. Bader articulated this, could you go back to the last slide, two slides ago, where you
26 show the proposed fence. Yes right there. So what that means under the definition of the

1 zoning ordinance is that a through lot is a parcel that has frontage on two roads. That's not
2 a corner lot. A corner lot could be a through lot, but you would need frontage on three
3 sides. Under the definition of front yard, for a through lot, you have two front yards. If
4 Branchville Road wasn't there, we wouldn't be here because that would be our back yard.
5 That's unique in the sense that we have roads paralleling each other on both sides of the
6 property that we have two front yards really.

7 **Mary Cook:** Unfortunately, we are finding out more and more that it's not too unique in
8 College Park. We are confronted with this all the time.

9 **Matthew Tedesco:** I apologize, you are very aware of that issue. I would suspect that in
10 other cases, that has been the determining factor in finding uniqueness in the property. The
11 practical difficulty that we have is, putting aside the dispute with respect to the right to use
12 or access to use, my client is very concerned with respect to any ongoing or continuing use
13 of his property by anybody. Obviously, the fire department has the ability to use it and has
14 been using it and have been using it more often because they are immediately adjacent to it,
15 across the street. That's not to say any pedestrian walking down the street can come and
16 use the property, dump trash, do whatever they want. And my client is obviously
17 concerned, the applicant is concerned and we have liability concerns. We have liability
18 concerns with the fire department in its prior and continued use of the property. We've got
19 photos from the Branchville Volunteer Fire Department website (Exhibit 10B) and we
20 would like them marked if you could, of doing fire training exercises on the property.
21 There is obviously a concern with respect to any environmental contamination caused by
22 that activity or any continued activity. What we need to do to cure the difficulty of not
23 being able to secure the property, is put up a fence to do that. As I mentioned, when and if
24 the subsequent development application is approved, that fence would be removed and it
25 would be a comprehensive development plan that would address some of the concerns that
26 maybe we will hear tonight in respect to the installation of this fence.

1 **Mary Cook:** Can you excuse me for a second. Can you go back, what did you say when
2 and if what?

3 **Matthew Tedesco:** Well I don't ever presume anything.

4 **Mary Cook:** I don't either; I just want to make sure I heard you correctly.

5 **Matthew Tedesco:** There will be a future development application for this property that
6 would require a detailed site plan that will go through the City's process as well as the
7 Planning Board. Assuming that's approved, I guess that is a better way of putting it, this
8 fence would be removed because of the comprehensive development and it wouldn't make
9 sense to have a fence as far as access and how that development plays out. We don't have
10 exhibits showing that, because that's not really relevant. I just offered that to this board to
11 say that we don't really envision this fence being there in perpetuity, but in the short term
12 and as we go through the process, we want to make sure we are safeguarding the property
13 and protecting it from any continued trespass, potential damage, really the liability
14 associated with having an otherwise attractive nuisance out there although it's a vacant
15 piece of property. We do not believe that the fence will impair the intent of the master plan
16 or the fence ordinance. We submitted a justification statement to that effect. I know Ms.
17 Bader's report addresses that. Another exhibit that we have that kind of goes to the
18 impairment as well as the five, six and seventh criteria. What's really proposed here,
19 although it would look a lot better than what exists in the neighborhood, is really in
20 keeping with the character of the neighborhood. I am passing out another exhibit we would
21 like to have marked. We can go through it very quickly. I will wait for you go get it so I
22 can walk you through it.

23 **Kate Kennedy:** Have you been noting the Exhibits?

24 **Theresheia Williams:** I have.

25 **Lawrence Bleau:** Okay, the first sets of pictures are Exhibit 10.

26 **Theresheia Williams:** Yes.

1 **Matthew Tedesco:** So we would ask that this be Exhibits 11a through...

2 **Lawrence Bleau:** Is it all one set?

3 **Matthew Tedesco:** It's all one set Exhibits 11a – 11d. They all generally show different
4 details, but the same thing. If I could draw your attention to these two exhibits, which one
5 is the PG Atlas map, the address is provided with the corresponding area. Depending
6 which way you are looking at it, Branchville is on the bottom of the page. The houses
7 along 48th Place and Branchville Road are the pictures of the address in the 8 ½ x 11
8 photographs. All of them have fences in the front yard. Four foot chain link fences, which
9 we understand staff is not in agreement with and we're not proposing in the ordinance
10 probably that came into play, after those fences were constructed. When you think about
11 what we are really requesting here, it is in keeping with the character of the neighborhood,
12 it doesn't affect any public health, safety, or welfare issue. The fence is not a site type
13 fence as you would call it. It's not board-on-board or one of the vinyl fences that you can't
14 see through. What's the real intent of having a restriction on the front yard requirement for
15 a fence? Its pedestrian safety and circulation and vehicular safety, you don't want fences
16 blocking people's ability to make left or right turns on the street because they can't see past
17 the corner. You don't have that here. That's not what's occurring. I submit that's what
18 really drives up the intent of the public, health, safety welfare of requiring a prohibition on
19 a front yard fence regulation. So Exhibit 11, you can go through those and you can see
20 quite clearly that all the single-family homes in this immediate neighborhood have fences
21 in the front yard. I would echo Ms. Ferguson comments, who I respect immensely with her
22 opinion and legal analysis with respect to the red herring regarding fire trucks movements
23 in and out of the property. It's not your obligation or burden to resolve that issue and I
24 would submit that regardless of how that litigation comes down, there has been a claim of
25 adverse possession. If the fire department is successful on that, then theoretically the title
26 of the property goes to them, then they can remove it then. If we're successful on the

1 claim, then obviously, we have a property right and ability to safeguard and protect it from
2 future trespass, damage and liability concerns. With that we would submit not only your
3 staff report, but our justification as well as the exhibits and items addressed here this
4 evening. I am happy to answer any questions and obviously look forward to responding to
5 any other comments that may be made.

6 **Mary Cook:** Thank you very much Mr. Tedesco.

7 **Matthew Tedesco:** Thank you.

8 **Mary Cook:** Let me just ask staff a question? Where is his justification? Is it in here?

9 **Miriam Bader:** Yes, it's part of the application. It was included with the packet from the
10 last meeting. It was Exhibit 1.

11 **Mary Cook:** Well we didn't know to keep all that.

12 **Miriam Bader:** Yes there was an e-mail sent out.

13 **Mary Cook:** Yea, but I had already thrown all my stuff out.

14 **Miriam Bader:** Okay.

15 **Kate Kennedy:** I have everything from the first one. It said on the agenda to bring your
16 packet from the last meeting.

17 **Lawrence Bleau:** Okay here it is on page 10.

18 **Matthew Tedesco:** Just procedurally if I could Madam Chair, Mr. Cruz, have you
19 reviewed the Statement of Justification that was prepared in this application?

20 **John Cruz:** Yes.

21 **Matthew Tedesco:** And have you reviewed the staff report that was prepared and
22 incorporated as your testimony?

23 **John Cruz:** Yes I have.

24 **Mary Cook:** Thank you.

1 **Matthew Tedesco:** With that we would submit we would respectfully request that this
2 variance be approved for the reason recommended by your staff as well as the applicant's
3 intention therein. The criteria is in fact met and there is no basis to deny this application.

4 **Mary Cook:** Okay. Thank you very much.

5 **Matthew Tedesco:** Thank you.

6 **Mary Cook:** Okay, let's move on to Mr. Tanner.

7 **Miriam Bader:** He has a presentation to pull up on the computer.

8 **Thomas L. Tanner:** I tried to print it out, but it blew up my printer.

9 **Mary Cook:** Okay

10 **Thomas Tanner:** Sorry about the delay, as I said I tried to print this out at the fire house
11 and the printer there choked over the wifi, so I will have to print this out and give it to you,
12 or give you an electronic copy.

13 **Mary Cook:** Yes, because we will want to make that a part of the record.

14 **Thomas Tanner:** So my name is Tom Tanner, I am the vice president at the Branchville
15 Volunteer Fire Department. I have been a member there since December of 1990. I have
16 been vice president off and on for the last five years. One year I wasn't voted in. I'm here
17 to oppose the idea of a fence being put on the property at Branchville Road. I have several
18 reasons. So we already know where the parcel is. This is the existing parcel 91, which at
19 that time was listed as the State of Maryland property has subsequently sold to Cruz
20 Development. We weren't offered that by the way. That little lot of land is kind of
21 important, but we will get back to that. The red mark is where our apparatus bays are for
22 the fire house. As we already talked about, four of the eight tenants on Branchville Road
23 have fences. All of them are chain link fences and built more than 40 years ago. One is
24 mounted up a little high on a brick retaining wall, there is a driveway going up along side
25 of the house. I don't have to explain City code to you folks, you already know your strict
26 regulations on front yards. I talked about how through P.G. County zoning that the front

1 and back are front yards. I think that is what the front yard spacing would be. This is a
2 drawing of their proposed development and those lines I'm going by are the lines they put
3 back there on their drawing. So I am thinking that is the thirty-foot back from the property
4 line for the two frontages. Unfortunately, this was meant to be printed out, so it would be
5 something you could see more easily. These are the different views you already have seen
6 in some of these, but these are more general views. Looking down, the top one, the one to
7 your left, this is from 48th Avenue, at the intersection of Branchville Road. The image to
8 left is faced going west toward Route 1. What you see in front of you is Comfort Inn, 9020
9 Baltimore Avenue and the houses that are along there. There are no single-families on the
10 right as you look this way. There was a house there; we burned it 15 years ago at the
11 owner's request. The homes on the left have no chain link fences as you go up that way.
12 At the end of the lot is a business on the left and businesses on the right. The one on the
13 right does have fencing it's a car repair junk yard type place. Looking at the bottom, which
14 is the same location looking east toward Route 193. You have your even addresses on the
15 left, your odd addresses on the right. Then the next street down would be 49th Place. This
16 is the same type of view looking west. If you notice, the fences are there but they don't
17 stand out, they blend in with the background, they have been there 20 plus years. There is
18 no real significant change if they have a fence there or not. Then you go down 49th
19 Avenue, which is at the intersection of where the Branchville Volunteer Fire Department
20 is. Again, the left image looks west toward Route 1, the right one looks east toward 193.
21 On the top as you are looking down that road on the right hand side, that's where Cruz
22 would like to install their fence along that property line. It's approximately 12-15 feet in.
23 I'm trying to figure out where the right-of-way begins, or ends I should say. The bottom
24 photo is looking to the west. The fence people, or somebody with Cruz came in to put in
25 some disc into the ground to mark what would be the property lines. I don't know how that
26 was done, if it was a geo survey or something like that or some guy measuring off of the

1 street, which would be inaccurate, because the street doesn't reflect the entire right-of-way
2 because the street itself is only 26-foot wide with a 30-foot right-of-way.

3 **Matthew Tedesco:** Forty-five feet.

4 **Thomas Tanner:** Forty-five. Okay, fifteen, fifteen, fifteen. Yes thank you. I was just
5 going down the original right-of-way where the road is not the additional that Cruz had to
6 give up up in order to get their zoning approval back in 1987. That only goes to the
7 property line where parcel A, the original large parcel N the intersection with the state
8 previously state owned property, then property line drops down and moves inward towards
9 Branchville Road. So the cones on the left, that single cone, would be at the marker for the
10 one intersection and the two cones show the closer property line heading down east toward
11 193. Note that if you look at the property in that photo there are no signs of any dumping
12 and in the 20 plus years I have been at Branchville, there never has been any dumping on
13 the lot there. As for trespass, 193 is completely open. You can get to it off of the
14 intersection of Branchville and Rhode Island Avenue, you can get to it off of the end of
15 49th Place at the little stub-out where Apache is, so to say you only have to block off one
16 side. He said don't bring up the other thing, but sounds like that's retribution for the other
17 thing. This is the aerial view of the lot, so that's what we are talking about right in there.
18 And then here, you can get pedestrian access and come down here, there is a bus stop right
19 there so we got pedestrian access having come across here, either crossing 193 or crossing
20 Rhode Island Avenue or walking up Rhode Island Avenue out of Berwyn and the same
21 thing coming up 49th Avenue to get up to the bus stop. I tell you, generally, I have seen
22 very few people cross this lot, and they generally all walk right down there to get to the end
23 of the road. We sit out on the ramp. We are out there just you know talking and we will
24 see the people as they are walking by. Talking about the turning radius, our apparatus
25 aren't 80-feet long, there are ladder trucks in the county that are 80-feet, but they will not
26 fit in our fire house so I am not concerned about them trying to get out. Our apparatus is

1 31-feet long. We only have twelve feet of ramp from the brick of the building to the curb.
2 So we have to pull the apparatus out. End of curb to end of curb Branchville Road is only
3 26-feet wide at that point. In order to pull the apparatus out, we need to go onto the gravel
4 that is all there is to it. The guidance from PG that was sent out in the 80's I think was 45-
5 foot radius. I'll show you something thing else that we had received from Cruz in 1988
6 that shows more. I have a video showing pulling out with the engine in the apparatus bay
7 and then pulling out and turning off to the right toward where those cones are by the way.
8 (To view the video go to: http://www.collegeparkmd.gov/government/BVFD_Video.php).

9 **Matthew Tedesco:** I am going to object.

10 **Mary Cook:** Okay, that's fine, but it's his turn to talk.

11 **Thomas Tanner:** And then of course, pulling out is easy, but the same as trying to back
12 into a parking space, it's a little bit more difficult backing back in to it. Especially for the
13 newer drivers, having that leeway and that additional zone space out front is a godsend for
14 the new guys and not making sure they don't knock... We have a 10-foot wide apparatus
15 and 11-foot wide doors. Thirty-one feet long, it's in bay 4 right now. Bay 1 is our gym
16 and was originally our wash bay, we would never put our apparatus in there, that's where
17 we wash the smaller vehicles. Ambulance and stuff like that. We have to pull the
18 apparatus out to wash it. The video should start automatically. I am trying to take
19 measurements as I go along so I am not just pulling out as I would for an engine call. As I
20 come out and I go to the 2-foot, so that back, part of the back step last portion, I wanted to
21 make sure that was 2-feet from the brick before I start making my turn. And that's with the
22 tight over, as it comes out and I just mark it. Now that spot right there is very close to
23 where that one marker is that's been posted into the ground. Now this is another situation
24 where we had a vehicle parked in the bay next to the engine bay. That happens where the
25 chief or somebody would park in front of that one bay. So you have to come out a little bit
26 farther in order to make that right turn, in order to get to Rhode Island Avenue, which is

1 our main route, not to Beltsville or u-turning on University Boulevard to Langley Park,
2 North College Park via Route 1 or east to Greenbelt and points beyond Glendale and
3 everything like that. We are first-due engine responding into what used to be called Spring
4 Hill Lake now Franklin Square. We are first-due engine responding into the Greenbelt
5 Metro station on College Park side. We are first-due engine responding into that brand
6 new mega complex, Greenbelt Station, which already we have to go all the way down to
7 Branchville Road, do a u-turn and come back up Greenbelt Road and then make the right
8 turn in. So delays upon delays can have an effect on responding to a fire, which will grow
9 about 100% every 30 seconds. Now we also have to do maintenance on the engines and
10 things like that. The only way to lift the cabs on the engines is that it has to be centered on
11 Branchville Road. If I have to back farther, it has a tilt backward and the hydraulics
12 doesn't have enough umph to lift the cab. So we have to do that. So if I'm like that and
13 then say we get a call and I drop the cab, I can back and then come one way or the other
14 depending on where the call is. That takes time, and it is also unsafe by not having a
15 backup person. In a hurry, a new driver could hit the wall. So we have a safety concern
16 there. This is back in the late 80's, Cruz originally proposed construction of the
17 development on this property. It went to the DSP process and as part of the appeal process
18 there were certain conditions put on them for that DSP to be approved. Condition five
19 being, City of College Park has site plan approval and condition three being that a fire
20 truck turning radius is provided across from the fire company in accordance with the needs
21 of the fire company. So Cruz themselves came up with a plan, and that was the drawing
22 that was submitted. If you look, that's the curb line, those dotted lines and then they have
23 30-feet in as the paved area for the turn radius. Here is one of the other situations we have
24 where people parked in front and we had the apparatus out during cleaning, you just have
25 to get around the apparatus to get out on a call. Whichever one is the active engine still
26 have to go one way or the other and would still have to go across the gravel to have enough

1 room to make that turn. It's going to go across what would be the property. It was
2 operated for at least since the 60's when all the land was consolidated when University
3 Boulevard was built. Before University Boulevard was built this was all single family
4 homes lined up in front of the fire house, but they were setback for some distance as well.
5 And one of the homes that was there at that little lot where the state property was the
6 former home of the first Mayor of College Park William A. Duvall and his son who was
7 the first chief of the rescue squad. And here is the little memorial to that effect, which was
8 the state plot of land. We had permission from the state prior to them acquiring it. Those
9 two trees were planted by the mayor for his sons. This photo is basically taken from where
10 the bus stop would be on University Boulevard, or the turn lane I should say. As you can
11 see again, there is no dumping, no trails across. If there was a lot of trespassing going
12 across, there would be trails. People leave trails when they take the same path over and
13 over again. Some of the issues that were brought up while we are talking here. Sorry, I
14 didn't catch your name.

15 **Matthew Tedesco:** Matt.

16 **Thomas Tanner:** So Matt, one of the things that you brought up was that this would be a
17 temporary arrangement that until they get their DHC....

18 **Matthew Tedesco:** DSP.

19 **Thomas Tanner:** No, DHCD, Department of Housing and Community Development
20 that's how they are trying to get the money for building the development so they had to put
21 in a request before they even did the DSP for this and they had to have conceptual site
22 plans and things like that. They won't build unless they get that funding, and they were
23 denied last year, don't know if they will be denied this year. I won't bring that up other
24 than that. But the thing is, if you went on the basis that this was just going to be a
25 temporary development. The fence would still be there twenty-five years later, more than
26 twenty-five years later on the 1987-1988 attempt by Cruz to develop the land. You just

1 don't know how development is going to go; you don't where the economy is going to go.
2 You can't just say it is going to be temporary and say oh, yea somebody else can go take it
3 up. Some of the criteria and arguments brought up for the criteria. Criteria one, again
4 trespass and dumping. There has been none, we park there, and we have been parking
5 there for thirty plus years.

6 **Mary Cook:** Can I interrupt you for just a second, because you have said that repeatedly.

7 **Thomas Tanner:** I know, it doesn't make it any better, but it's just what we have done.

8 **Mary Cook:** No, no, no, I'm just wondering, I mean are there others that could testify to
9 that situation?

10 **Thomas Tanner:** I could bring up Google Earth imagery to the early 80's it will show that
11 plot of land, it would show that we had volleyball nets out there, we had all sorts of stuff,
12 and we had sheds on the property.

13 **Mary Cook:** But there was no dumping you are saying?

14 **Thomas Tanner:** But there was no dumping. I think if you talk to your code enforcement
15 people and check the records I think you will find the same thing. I didn't think that,
16 because I didn't see the staff report so I didn't know that was going to be asked.

17 **Mary Cook:** No, I was just, I don't know. I go by there, but I don't look close enough to
18 say there is no dumping, when I have been by there, I haven't noticed any.

19 **Thomas Tanner:** There are no street lights on 193 at that location.

20 **Kate Kennedy:** You say that there is no dumping, but you are admitting to trespassing,
21 because that is also an issue, right? I just want to confirm that you are saying that there has
22 been trespassing but no dumping?

23 **Thomas Tanner:** We've parked there since at least since the houses were torn down and
24 there has never been an issue with it in that time. So there has never been a previous
25 argument saying you shouldn't be parking there. That we were worried about anything, not
26 until this other matter came up then all of a sudden, we need to secure the lot.

1 **Mary Cook:** Okay, did you have any more points you wanted to make?

2 **Thomas Tanner:** I do. I scribbled a few. I didn't see the staff report, so I couldn't go
3 through some of it, just going by listening here. Question why only on Branchville Road
4 side if you are concerned about something. Again, there are no street lights on the 193
5 side, a vehicle could just as easily pull up alongside there, its wide enough, get a pick up
6 and just start dumping stuff across the guardrail. Same thing for trespass walking, why
7 can't someone just be walking down and cut in off the guardrail and then come down the
8 lot and take a short cut to the 7-eleven on Rhode Island Avenue. So again it seems to be
9 punitive against us as opposed to anything else. So basically what they are saying is we
10 want to block dumping on Branchville Road, but don't want to block dumping on 193.
11 One of the things Matt brought up in criteria two is that this is going to be temporary. He
12 mentioned that if you had asked for this variance in 1987 you would still have a temporary
13 fence there nearly 30 years later. Criteria three, again, we have been using it for twenty-
14 five years why is it an issue now? They have already said they would lower the fence, tall
15 fences make.... So my question is does enclosing it make the property more habitable or
16 upgrade it in anyway? I think having open space that people can just look at and enjoy
17 would be much more beneficial to the residents of Berwyn and College Park. Number
18 seven, concerning chain link is what they have on eight properties along Branchville Road
19 between 48th Avenue. And then the single-family fences that are along the alley on the
20 west of the property are all covered by those trees. I assume they are going to have to do
21 tree cutting or get permits for tree cutting or extend their fences down the property line to
22 that location. I don't know if that has been addressed or applied for. I think you have to
23 have permits for tree cutting for the green tree stuff.

24 **Kate Kennedy:** That's not to my knowledge.

25 **Thomas Tanner:** I just know I've seen somewhere else where somebody got in trouble
26 because they took down a certain number of trees. That's pretty much it. Mainly we are

1 concerned about how we are going to get out if we have the apparatus out for maintenance
2 or out for cleaning, how are we going to get the ambulance round the front of the fire truck,
3 the engine in front of the chief's car, how are we going to make sure we make our turn to
4 get out and do our service to the community.

5 **Mary Cook:** Does anyone have any questions for Mr. Tanner?

6 **Thomas Tanner:** Hope I didn't put anybody to sleep.

7 **Lawrence Bleau:** I might have questions later, but not now. If I can just make one
8 observation that the last two individuals that testified made extensive reference to fences on
9 other properties, we can't consider other properties just this one. So that really doesn't
10 come to bear except in one criteria, which talks about is it consistent with the
11 neighborhood.

12 **Thomas Tanner:** The characteristics of the neighborhood?

13 **Lawrence Bleau:** Yes. Just FYI, just don't address other properties because that's not
14 anything we can consider. I just wanted to throw that out there.

15 **Mary Cook:** Thank you. Mr. Young, did you want to add anything to the conversation.

16 **Kevin Young:** Thank you Madam Chair, for the record, I'm Kevin Young, President of
17 the Berwyn District Civic Association. I submitted comments from our association on
18 August 28, 2015, I trust they were in your packet and you have had an opportunity to
19 review them.

20 **Lawrence Bleau:** I didn't see it, I was about to ask staff about that.

21 **Mary Cook:** I didn't see it either, but then again, I haven't been seeing things too well
22 tonight.

23 **Kevin Young:** I was hoping you would have questions for me at this point, but I will offer
24 a couple observations.

25 **Miriam Bader:** They were included in the first set of exhibits from the September 3, 2015
26 meeting.

1 **Kevin Young:** August 28, 2015, prior to the first hearing that was continued.

2 **Mary Cook:** You have the first set?

3 **Kate Kennedy:** I do.

4 **Mary Cook:** Okay, she has the first set.

5 **Kate Kennedy:** Okay, application, site plan, e-mail from Public Services, SDAT, letter
6 dated July 16, no nothing from Berwyn Civic Association.

7 **Lawrence Bleau:** Nothing from the Civic Association.

8 **Mary Cook:** Do you have your letter with you by any chance?

9 **Kevin Young:** I have one copy, but it is pretty comprehensive, it's addressing all the
10 criteria.

11 **Mary Cook:** We can make a photo copy of it so we can put it in the record.

12 **Kevin Young:** Certainly.

13 **Mary Cook:** You don't have to read the whole thing.

14 **Kevin Young:** I wasn't.

15 **Lawrence Bleau:** Hit the high points for us please.

16 **Kevin Young:** Okay you caught me a little off guard; I thought you would have questions
17 for me at this point.

18 **Mary Cook:** Well you caught us off guard, so we are even.

19 **Kevin Young:** Let's just say that the Berwyn District Civic Association respectfully
20 disagrees with the staff report in this matter. A couple of comments I was prepared to
21 make in respect to this was, I think Mr. Tanner copied on our concern about the temporary
22 status. I notice that in the staff report that I read as of 4:00 p.m. this afternoon is still
23 referred to as a temporary request. I notice that the language has changed a little bit on the
24 slide. It stated something to the effect that until the permits are obtained for the
25 construction of the project. Well that's really a difference without distinction; it's
26 temporary until a certain point and time. One of our concerns, which is spelled out in our

1 written documents is that you are granting a temporary fence here for no one knows how
2 long. I think the applicant would be the first to admit and counsel will admit that they have
3 several hurdles they have to clear before the permits can even be issued for this
4 development. We remain concerned, just to hit some high points, we addressed each
5 criteria in detail, I don't want to recite this again. I think that it would behoove you to read
6 this and consider it before you make any decisions. We do not believe that there is an
7 extraordinary situation or condition that would support the request for a fence. There is
8 City code in regard to fences for a good reason. The citizens of College Park have a
9 expectation that code be upheld. We do not see an extraordinary situation; the property has
10 been in the condition it's been in for a number of years. I can attest to, I'm a 52-year
11 resident of Berwyn. I heard with great clarity what counsel for the City, her comments
12 about the dispute and not taking into consideration certain things. Let me make it clear, the
13 Berwyn District Civic Association (BDCA) has no dispute with Cruz Development
14 Corporation, but what we do have is an agreement that was written and agreed to in 1987
15 between Mr. Cruz and the BDCA, which in part was clear of the intent of this, which in
16 part says that the abutters would have access to the rear of their properties.

17 **Mary Cook:** The what?

18 **Kevin Young:** The abutting property owners. Now I bring that up because in light of
19 what the counsel for the City says, we have no dispute with them, but we do have this
20 agreement. The City is aware of this agreement, the planning staff is aware of this
21 agreement. And just because this property was never built or developed out, we still view
22 this as a binding agreement. The details of which would naturally be worked out in
23 negotiations going forward with any new detailed site plan or new variance request through
24 the county. That's my observation. And one point about the turning radius, Dan Lynch
25 and his testimony at the worksession on November 5, 2014, sat at this table and mentioned
26 that Cruz Development still had to work out a problem with the turning radius. So that is

1 part of the record, Mr. Tanner showed some documents from back in the 80's that is
2 something that I believe should be considered as an impact on the fire department. One of
3 the reasons that we are opposed to a fence of any height, of any material for any duration
4 on this property amongst the other concerns.

5 **Suellen Ferguson:** The document that you are referring to, I do not believe is an exhibit in
6 this file. Do you wish it to be an exhibit in the file for the record?

7 **Kevin Young:** We can certainly do that.

8 **Mary Cook:** Okay.

9 **Suellen Ferguson:** Do you need an exhibit for the letter too, is that something we want
10 included, I don't see it in my packet?

11 **Miriam Bader:** I think he sent it to me electronically, but then we had the delay of the
12 meeting when it might have not been included.

13 **Mary Cook:** Yea that wasn't included then.

14 **Miriam Bader:** I apologize for that, because I know you e-mailed me.

15 **Kevin Young:** I remember getting it to you by the deadline, so they could be included in
16 the packet.

17 **Miriam Bader:** I remember you sending me the draft and said don't distribute until I send
18 you the final.

19 **Kevin Young:** I sent you the final. I have copies of e-mail, I can resend it. I had until
20 noon on that Friday to get it in, so you could include it in the package.

21 **Miriam Bader:** Your right, I apologize.

22 **Mary Cook:** Okay, so anyway.

23 **Matthew Tedesco:** Madam Chair, I would like to have the opportunity to respond.

24 **Mary Cook:** We don't usually have rebuttal. It's our turn now. Do we usually have
25 rebuttals?

26 **Lawrence Bleau:** Additional testimony.

1 **Suellen Ferguson:** Well the burden is on the applicant so.

2 **Matthew Tedesco:** I should have the opportunity to respond as the applicant.

3 **Lawrence Bleau:** Let's just consider this as testimony not as rebuttal. You wish to give
4 new evidence?

5 **Matthew Tedesco:** I just want to respond to the opposition as the applicant. It's my
6 burden to demonstrate and I have never been in an administrative process or hearing where
7 the applicant is not given the right to respond.

8 **Suellen Ferguson:** You (APC) take the place of the Planning Board when you are sitting
9 this way the Planning Board does allow for a response, it is standard administrative
10 practice.

11 **Mary Cook:** Thank you.

12 **Lawrence Bleau:** Okay.

13 **Matthew Tedesco:** I will be brief. I certainly respect the comments both from Mr.
14 Young and Mr. Tanner and again my rebuttal is with the utmost respect to the services that
15 both Mr. Young and Mr. Tanner provide to their communities as well as the county with
16 respect to the fire department. If this case were about how to demonstrate the most
17 inconvenient place to locate a fire house, I think that's what Mr. Tanner's testimony and
18 slide show demonstrated. They can't even service the truck without blocking the right-of-
19 way. So the fact that they want or need use of our property doesn't invalidate the
20 application to request a variance to contort with the obligations that we have to safe guard
21 our property. The comments were made that there has been no dumping; there has been no
22 evidence that suggest that there hasn't been any dumping. In fact, my client can offer
23 testimony that he has a landscape company that comes out and services the property and
24 routinely cleans the trash. There is a heavily wooded area, and there has been no testimony
25 about what's back there, what you can't even see. So the fact that comments have been
26 made that there has been no dumping, I don't think is relevant. Whether there are trails or

1 not, is also irrelevant. I don't need to have a trail on my property to come before anybody
2 administrative or otherwise to try to protect my property rights and my property. Every
3 resident out there with a fence has a fence for a reason and it's to protect the property to
4 protect against trespassers. I don't need to demonstrate that there has been a trespass,
5 although you heard testimony that there has been ongoing trespassing on the property. The
6 forty-five foot dedicated right-of-way is substantial, it is wide enough to provide for the
7 turning radius and I think Mr. Tanner's whole presentation falls apart if I came before you
8 and said "you know we will put the fence two feet or three feet behind the property line."
9 So it's irrelevant and doesn't get to the required findings that you have to make. The
10 evidence presented here, which I for the record object to, because it not germane, it's not
11 relevant, your attorney advised of that regarding the issues with the turning radius and its
12 impact or the weight that should be given to it in this case. What you're being asked by the
13 opposition is, hey let us be able to keep doing what we are doing forget their property
14 rights. Don't let them put up a fence to protect the property because we park our cars all
15 over the place and because of that we got more room to move the truck. I don't know why
16 it baffles me and I admittedly haven't been involved in this case as much as everyone else
17 at this table. I only have been involved with respect to internal meetings in my office with
18 my colleague. I submit, I don't know why cars even have to be parked there, there is an
19 open parking lot owned by the county that is public property immediately adjacent to this
20 property. It baffles me on the opposition to come here and try to oppose putting up a fence.
21 With that I don't think that the testimony you heard or the exhibits that were presented by
22 the opposition are persuasive, they are certainly not relevant and I would ask for this board
23 to approve the request.

24 **Mary Cook:** Thank you. Would you like to add any additional testimony?

25 **Thomas Tanner:** I just want to say I don't think anywhere in my presentation I said that
26 we needed to have that access for parking. I never said that in any of my statements that I

1 needed that access for getting my apparatus in and out. As for the part about the turning
2 radius not being an issue undoubtedly, it was an issue for the county Planning Board back
3 in 1987 and for us and for the fire chief, who also had documentation.

4 **Matthew Tedesco:** And that plan has expired, it's not germane or relevant to why we are
5 here.

6 **Thomas Tanner:** Which makes me think that there must be...

7 **Matthew Tedesco:** Here is the problem, we are just going to keep going back and forth.

8 **Mary Cook:** Yes, because we have more to talk about. Okay. I am a little bit concerned
9 because we didn't have this other letter before.

10 **Lawrence Bleau:** Can we take some time to review it.

11 **Kate Kennedy:** Yea, let's take a moment to review it.

12 **Mary Cook:** Well I think we are going to have to take a few moments to review it, or we
13 don't make a decision tonight. We haven't had the opportunity to review it properly.

14 **Kate Kennedy:** I didn't feel that there was anything said that would change my opinion to
15 be honest.

16 **Mary Cook:** We have to go through all seven criteria.

17 **Kate Kennedy:** Yep.

18 **Mary Cook:** Okay.

19 **Kate Kennedy:** Most of it, I feel is not relevant.

20 **Mary Cook:** Well I need to review it. So we are going to take a few minutes if anyone
21 wants to take a little break.

22 At 9:32 p.m. Mary Cook moved to take a break to review the letter submitted by Kevin
23 Young of the Berwyn District Civic Association.

24 The meeting reconvened at 9:44 p.m.

1 **Mary Cook:** Okay, we are back in session regarding the Cruz property. I guess let's just
2 start off with this agreement dated March 26, 1987. We wanted to mark this as an exhibit
3 correct?

4 **Lawrence Bleau:** We have two exhibits, one the comments from the Berwyn District
5 Civic Association, Exhibit 12, and Exhibit 13 is the agreement.

6 **Kevin Young:** Would my testimony be 12 and the agreement 14?

7 **Lawrence Bleau:** Oh that's right, yours was not in written form, thank you for mentioning
8 that.

9 **Suellen Ferguson:** Can we just in line go through what you are putting in the record and
10 the numbers?

11 **Lawrence Bleau:** I saw 9 exhibits in the original packet. Is that correct?

12 **Mary Cook:** Yes I think so.

13 **Suellen Ferguson:** And we had already marked 10.

14 **Lawrence Bleau:** Ten was the six pictures on a page of the fire demonstration.

15 **Suellen Ferguson:** And eleven.

16 **Lawrence Bleau:** Eleven A – G and 12 would be the fire department presentation, Exhibit
17 13 would be letter from Kevin Young, Berwyn District Civic Association and Exhibit 14,
18 the agreement of 1987.

19 **Miriam Bader:** I need a copy of that agreement.

20 **Theresheia Williams:** I will get you a copy.

21 **Matthew Tedesco:** Just because I am a pain in the neck attorney who has a record to
22 preserve, I respectfully have to object to Exhibit 14, which was the agreement and Exhibit
23 12 for relevance. I wouldn't object to everything in there, but because it was presented as a
24 whole item.

25 **Miriam Bader:** I'm sorry you object to 12 and what was the other one?

26 **Matthew Tedesco:** Exhibits 12 and 14.

1 **Kevin Young:** Madam Chair, there was also some photographs that did not make it to you
2 as well that still need to be marked as Exhibits as well. I think there was 4 of them Miriam.
3 **Suellen Ferguson:** Are those the photographs that were referenced in your testimony?
4 **Kevin Young:** Yes
5 **Suellen Ferguson:** Okay, we will submit that as part of Exhibit 13. Do you have that?
6 **Miriam Bader:** I have that so I will e-mail it.
7 **Theresheia Williams:** We will just print them out to included in the record.
8 **Suellen Ferguson:** So Exhibit 13 will include the letter and 4 photos.
9 **Kevin Young:** I am just estimating, I think it was four.
10 **Suellen Ferguson:** We will just say and attached photos.
11 **Kevin Young:** I'm concerned that that is not part of the deliberation here tonight.
12 **Mary Cook:** Is that something that he can share with us.
13 **Lawrence Bleau:** How would you characterize the photos?
14 **Kevin Young:** The photos go to the comments under the existing conditions on the
15 property as we pointed out. Also, the concern of the community of the upkeep of the
16 property then the installation of the fence for an unknown length of time.
17 **Lawrence Bleau:** Would your photos show anything different than the photos presented by
18 Mr. Tanner?
19 **Kevin Young:** They are different. I think even in the staff report photos, they generally
20 show the westerly view of Branchville Road, but they did show a front on view of the
21 property. There was one slide that showed the abutting property and what appears to be a
22 clearing or alleyway along a fence.
23 **Suellen Ferguson:** I think the photographs are referenced in the letter as what they are.
24 **Kevin Young:** I think it goes to our concern about the installation of a fence for perpetuity
25 in the upkeep of the property behind it and access to it.

1 **John Cruz:** Can I just say one thing, we wouldn't put a fence on the property without it
2 having a gate because we pay for the landscape and the clean-up.

3 **Kevin Young:** With the absence of the fence or gate, it hasn't been very well maintained.

4 **Suellen Ferguson:** Okay, this is becoming a conversation on one side and a conversation
5 on the other.

6 **John Cruz:** I don't get cited by any City ordinances.

7 **Suellen Ferguson:** Okay, can we need a process here. Has the chair closed out the
8 evidence now?

9 **Mary Cook:** I'm not sure because we wanted to look at the photographs.

10 **Suellen Ferguson:** Conversation on this side of the table can be done.

11 **Miriam Bader:** Here is one of the photographs, I will pull them up.

12 **Mary Cook:** Could Mr. Young go through them, so we can end this part.

13 **Kevin Young:** Okay, that shows northern easterly view from the center of Branchville
14 Road. I believe that telephone pole roughly delineates the property line, I can see an
15 abutting residential lot.

16 **Mary Cook:** Okay, can you guys stay on the pictures, so we can talk about them for a
17 second.

18 **Suellen Ferguson:** They would like to go through them right now, so that Mr. Young can
19 talk about what's up there. You can put them into the record, but if you could just....

20 **Miriam Bader:** I got it, this is it.

21 **Mary Cook:** And what is the importance of that one Mr. Young?

22 **Kevin Young:** The proposed fence as I understand it would be in that area, up against the
23 abutting residential and all the way down towards the Branchville Fire house. I'm just
24 trying to illustrate the condition of the property.

25 **Mary Cook:** Oh okay.

1 **Kevin Young:** And our concerns for the upkeep of the property. I might add if I could
2 contrary to and with all due respect to Mr. Cruz, there were code violations issued for the
3 property, Mr. Cruz, and you can see them on the City's website.

4 **John Cruz:** Any time there were as violation, it was corrected. I never had to pay a fine.

5 **Mary Cook:** Okay Sir.

6 **Kevin Young:** But you represented that you didn't have any.

7 **Mary Cook:** Okay, Okay.

8 **John Cruz:** I did not.

9 **Lawrence Bleau:** Address your remarks to the chair not to one another please.

10 **Kevin Young:** Madam Chair he did.

11 **Suellen Ferguson:** I think the direction here, is to talk about the photographs, I think that
12 is what the chair has asked you to do.

13 **Kevin Young:** Thank you, we can go to the next one.

14 **Miriam Bader:** Here is the next one.

15 **Kevin Young:** Here is the next one showing overgrowth into the stormdrain at one point.
16 You can go to the next photo. There is a view looking westward from the driveway apron,
17 which the applicant proposes to put a gate. As you can see, there hasn't been much
18 concern for the aesthetics of the property in some time.

19 **Mary Cook:** You got one more photo?

20 **Miriam Bader:** No that's it.

21 **Mary Cook:** So we have three photos and the letter, correct?

22 **Miriam Bader:** Right.

23 **Mary Cook:** Okay, so where are we going from here.

24 **Kate Kennedy:** So we have to focus on these seven things?

25 **Mary Cook:** These seven criteria.

1 **Kate Kennedy:** And we are looking at whether or not Cruz has proven, I don't know if
2 that is the word I should be using, these seven criteria?

3 **Lawrence Bleau:** Satisfied them.

4 **Kate Kennedy:** Thank you, that's a better word.

5 **Mary Cook:** And right now, looking at the clock it's almost ten o'clock, is that correct?

6 **Lawrence Bleau:** Yes, 9:50.

7 **Mary Cook:** Okay, do we need to be out of here at any certain time?

8 **Theresheia Williams:** We are supposed to be out by 10:00, but we can call code or we
9 can lock up.

10 **Mary Cook:** Okay, just checking.

11 **Lawrence Bleau:** I can see this taking another half hour.

12 **Mary Cook:** I would say at least. Okay ready. I want to say we thank you all for your
13 testimony, now we have to do our business. What we are going to do next, is go through
14 these criteria and discuss them among ourselves and see what we come up with. So
15 number 1. Miriam are you going to go back to slides?

16 **Miriam Bader:** Do you want me to go back to my presentation?

17 **Mary Cook:** Do you mind, so that it is up there for everybody. Okay, so number one says
18 there is an extraordinary situation or condition that would support the request for a
19 variance.

20 **Lawrence Bleau:** Can I comment on that?

21 **Mary Cook:** Yes, go ahead.

22 **Lawrence Bleau:** Usually on our regular variance, extraordinary condition speaks about
23 the property. This doesn't mention the word property and that was deliberate in drafting
24 this criteria so we can consider other things besides the property itself. I just wanted to
25 point that out, don't feel bound to have any of those things tied with the particular property.

1 **Mary Cook:** Well I have a question, why are we discussing this if we don't allow front
2 yard fences?

3 **Suellen Ferguson:** Because it is a variance proceeding.

4 **Lawrence Bleau:** There are always exceptions to rules in reference to fences, and this is
5 one of them.

6 **Kate Kennedy:** And last month we approved something that was three front yards, it was
7 like a back yard, and this one they had said it is like a back yard. It's the same sort of thing
8 we did last month that we approved.

9 **Mary Cook:** Yes, but we have to look at every case separately.

10 **Kate Kennedy:** Okay, yes. But that's an argument that we could use right?

11 **Lawrence Bleau:** It has two front yards. In my mind there is enough to say that there is an
12 extraordinary condition in this property. I want to leave in the rest of the reasoning
13 because it amplifies other conditions that may help us later. Like unrestricted access from
14 Branchville. There has been some back and forth about dumping. Usually when one
15 makes that assertion one has the burden to demonstrate it. It's not been demonstrated.
16 Trespassing was another one. Interestingly, Mr. Tanner testified on the use of the property,
17 so there does appear to be some evidence of trespassing and the photos we have seen cars
18 being parked.... Unless I am mistaken, were the cars being parked inside the right-of-way
19 there?

20 **Miriam Bader:** No, on the property.

21 **Lawrence Bleau:** So there is trespassing, which is ongoing and you also heard testimony
22 as to volleyball games. I think we all agree trespassing has occurred.

23 **Kate Kennedy:** Yes.

24 **Miriam Bader:** Okay, also, what staff decided to do is not to get into a whole discussion
25 about if there is dumping or not dumping, but we just said in number five, use of property
26 without proper authorization.

1 **Lawrence Bleau:** Okay. There is a consensus on criteria one.

2 **Kate Kennedy:** Yes, it's met.

3 **Mary Cook:** So number two denial of the variance will result in peculiar and unusual
4 practical difficulty to, or an exceptional or undue hardship to the owner.

5 **Lawrence Bleau:** Usually this one can be met by some higher threshold and basically the
6 argument being presented is that the property is unsecure, therefore, that is an unusual
7 practical difficulty if we don't secure it. I am not sure I buy that argument completely or
8 that it's an undue hardship. So I would like to have discussion by commission members on
9 that one.

10 **Mary Cook:** Well I have to agree with you on that. I understand that you want to put a
11 fence up for these different reasons, but I don't agree that it would put an undue hardship to
12 you. And you know I would just have to ask, how long have you had that property and you
13 haven't had a fence on it?

14 **John Cruz:** Twenty-five years, but if I knew someone was burning cars on there and
15 again just like this agreement which somebody brought out since 1986, I think that shows
16 the developer was working with the neighborhood and civic association and the fire
17 department, trying to be a good neighbor. I was trying to be a good neighbor from Boston,
18 I never gave somebody permission to put up a volleyball net. You could have an injury
19 and people could sue me. There is a lot of liability on that site.

20 **Matthew Tedesco:** I need to clarify one point, because the undue hardship, the way that
21 the ordinance is written is separated by an "or", Ms. Ferguson can correct me if I'm wrong,
22 but the case log when it is separated by an "or", and this is an area variance, not a use
23 variance the only standard or burden we have is practical difficulty, which is a lower
24 standard than undue hardship. So there was a comment made with respect to a high
25 standard of undue hardship. That's legally incorrect for an area variance.

1 **Lawrence Bleau:** What I meant by the term high standard, we can't have the applicant
2 stating that there is a practical difficulty, but not an unusual one. That's what I meant by
3 the word high. There is a hardship, but not an induced hardship.

4 **Matthew Tedesco:** I just wanted to make sure I presented that.

5 **Lawrence Bleau:** So I guess one way for us to consider it, to what degree is the possible
6 increment of liability on behalf of the property owner, for the illegal use of that property.
7 To what degree would that be the unusual practical difficulty?

8 **Kate Kennedy:** I think it says everything it needs to say for this one personally. That was
9 my big questions coming into this meeting and I feel like that criteria has been met. Not
10 just this, but also the admitting of the trespassing as well. We've had in this testimony that
11 there has been trespassing I think that the liability reason, I think yea, I do.

12 **Lawrence Bleau:** So you think that trespassing in itself would be sufficient to meet this
13 standard.

14 **Kate Kennedy:** Yes. Continuing trespassing, maybe I'm wrong.

15 **Suellen Ferguson:** You made that determination. You can make a determination about the
16 fire, that's up to you, that's part of the criteria you are looking at.

17 **Mary Cook:** Okay, I still have some questions about that. Jim did you?

18 **James McFadden:** You know how I am about trespass.

19 **Kate Kennedy:** I don't.

20 **Mary Cook:** Kate wants to know how you feel about trespassing Jim. But I am still
21 thinking.

22 **James McFadden:** I'm heavy on not allowing trespass. I have had that issue in College
23 Park. I feel if you are on a corner lot, you are very lucky that you don't have students
24 walking through there 24-7 if you don't have a fence.

25 **Miriam Bader:** Are we still on criteria two?

26 **Mary Cook:** Yes.

1 **Lawrence Bleau:** Okay, while you are still thinking, something else came to mind. The
2 limited duration. A variance under this ordinance cannot be limited for a period of time
3 correct?

4 **Suellen Ferguson:** Right. A variance is a variance.

5 **Lawrence Bleau:** There is no way to put a condition on it.

6 **Suellen Ferguson:** Staff tried to be clear about that. Regardless of what the duration is
7 discussed and I think that has been given to you as background. You issue fence permits,
8 that's what you issue. You don't issue them, the City does, but you grant a variance and a
9 variance for a fence permit is for a fence. It is up to the owner as to when they want to take
10 it down if they ever want to take it down. Now they proffer to you that they are going to
11 take it down by a certain time.

12 **Lawrence Bleau:** Actually, that's not what was proffered.

13 **Suellen Ferguson:** Well it would be irrelevant any way frankly, it's a fence. You are
14 giving a variance for putting up a fence.

15 **Lawrence Bleau:** So the fact that there is this proffer really doesn't have any impact on
16 the decision.

17 **Suellen Ferguson:** That's up to you, but you know I don't know how that plays into the
18 rest of these criteria.

19 **Lawrence Bleau:** Even though it says limited, in my mind I am thinking of the word
20 undetermined.

21 **Suellen Ferguson:** I think that's fair.

22 **Lawrence Bleau:** It puts a different twist on it maybe saying...

23 **Suellen Ferguson:** If there was a time certain here, that you might accept a proffer from
24 this owner, but there isn't a time certain and otherwise you are issuing a permanent fence
25 variance.

26 **Lawrence Bleau:** Okay.

1 **Mary Cook:** Should that remain in there?

2 **Lawrence Bleau:** The proffer was made, but it's not a very specific one. This could be
3 one year or ten years.

4 **Mary Cook:** I think it is kind of confusing when you say a limited duration fence when
5 it's not going to be that, it's a fence.

6 **Kate Kennedy:** But they proffered.

7 **Mary Cook:** Well proffer is fine, but my concern is...

8 **Lawrence Bleau:** I would not use that as reasoning for criteria two. Did that answer your
9 question.

10 **Mary Cook:** I think I'm okay right now.

11 **Lawrence Bleau:** Okay. Number three, granting the variance will not impair the intent,
12 purpose or integrity of the fence ordinance. That one criteria has been something we have
13 been back and forth over on what's meant by integrity of an ordinance. And usually what
14 we attribute that to mean is this won't be just be, I hate to use the word precedent,
15 something that can't be abused. The reason is good here "enacted to preserve and protect
16 the character of single-family residential neighborhoods." I would like to add to that is to
17 preserve front yard use along the streets because that is essentially what you have here.
18 You look down the street and instead of being broken up by fences coming out to the road
19 and everywhere; you have a beautiful view of people's front yards. So, with that in my
20 mind, would this fence obstruct the view of the neighborhood? There is property, trees and
21 an outdated fence on one side and it's open on the other. This is not single-family
22 residential. It's not the type of property originally anticipated by the fence ordinance. I
23 have enough on that for me to say it satisfies criteria three? I don't know if it helps my
24 colleagues here.

1 **Kate Kennedy:** Me too. I keep thinking if I were to see the fence that they are proposing
2 there, I wouldn't think it was out of place. That's the criteria I am using in my head. I feel
3 it wouldn't be out of place.

4 **Lawrence Bleau:** But if this were an R-55 property something like that you would
5 probably think differently?

6 **Kate Kennedy:** Ah potentially, but it's not.

7 **Lawrence Bleau:** Yep.

8 **James McFadden:** Actually, the ordinance, the way it reads is it applies the scope is for
9 residential properties and residential zones. It doesn't say R-55 or R-10.

10 **Lawrence Bleau:** True, it doesn't?

11 **James McFadden:** It says residential zones.

12 **Lawrence Bleau:** And R-10 is a residential zone.

13 **James McFadden:** Yep.

14 **Lawrence Bleau:** So it does apply here.

15 **James McFadden:** Oh yea.

16 **Lawrence Bleau:** But during the discussion at the time that the ordinance passed, it was
17 not about this type of property.

18 **James McFadden:** And I think we have multi-family properties that are fenced in, don't
19 we. Spellman House.

20 **Lawrence Bleau:** I think it is more typical to have the fenced in properties of multi-
21 family.

22 **Kate Kennedy:** And this is more consistent with the type of fence that they are proposing.

23 **Lawrence Bleau:** Right.

24 **Miriam Bader:** Right.

25 **Lawrence Bleau:** So we all agree that this will not impair the intent of the fence ordinance
26 even though it is a rather unusual situation.

1 **Kate Kennedy:** Yea, I don't think so.

2 **Mary Cook:** I don't want to say anything.

3 **Kevin Young:** I don't know if I can ask questions, or not, but does that apply to...

4 **Suellen Ferguson:** Not now.

5 **Mary Cook:** It's our turn.

6 **Lawrence Bleau:** We are debating amongst ourselves, if we need additional evidence, we
7 may call upon you to give more evidence, but right now we are going through the evidence
8 that has been presented.

9 **Mary Cook:** So number four, the variance is consistent with the design guidelines adopted
10 for the historic district, or that one is not applicable. Okay number five. The variance will
11 not adversely affect the public health, safety, welfare or comfort.

12 **Lawrence Bleau:** Before that, can I go back to number four for a moment?

13 **Mary Cook:** You want to go back to number four, go ahead.

14 **Lawrence Bleau:** I would like to make a side note. Although there is a historic marker
15 on the site, it has not been designated as a historic district. I just want to put that in the
16 record.

17 **Mary Cook:** Thank you Larry.

18 **Mary Cook:** Okay, so back to number five. The variance will not adversely affect the
19 public health, safety, welfare or comfort.

20 **Lawrence Bleau:** This is where most of the argument comes on this one.

21 **Mary Cook:** I mean to me, if this fence is going to impede the fire trucks leaving the fire
22 house that would impede public safety.

23 **Lawrence Bleau:** I think we can agree that welfare and comfort don't apply. Public
24 health I think comes in only with the aspect of safety.

25 **Kate Kennedy:** Are we allowed to ask what is relevant, what we should be discussing in
26 terms of the...

1 **Suellen Ferguson:** Well we started out with that, but you can ask me a question any time
2 you want to.

3 **Kate Kennedy:** Okay good.

4 **Suellen Ferguson:** As long as it's with the chair.

5 **Lawrence Bleau:** Suellen is the commissions counsel. She is here to give us legal advice.

6 **Suellen Ferguson:** I think staff tried to orient you about that in the response on this. This
7 is a case and the ownership of this property is involved in a case that's already in court.
8 However, at this point, to our knowledge, the owner of this property is Cruz Development
9 and I don't think that issue is argued here this evening, so it is. You cannot impose the
10 public, health, safety and welfare on someone's private property without giving them just
11 compensation by condemning a property or doing something of that nature. There is no
12 right for any fire department, police department whatever to come on and start using your
13 property unless they purchased it or have another right to do so.

14 **Mary Cook:** Okay, how about number five. Could you read a definition for that?

15 **Suellen Ferguson:** A definition for what.

16 **Mary Cook:** I mean it doesn't seem like a complete sentence number one.

17 **Suellen Ferguson:** Will not adversely affect the public, safety, welfare or comfort.

18 **Mary Cook:** Of whom, what or...

19 **Suellen Ferguson:** The public.

20 **Mary Cook:** Of the public. Okay.

21 **Lawrence Bleau:** Okay.

22 **Suellen Ferguson:** That is a general restriction, but you cannot through granting a variance
23 transfer a property right from one property to another, that's beyond what you can do.

24 **Lawrence Bleau:** And we are not doing that.

25 **Mary Cook:** No we are not doing that. What I am saying is that fence will hurt the public
26 safety.

1 **Suellen Ferguson:** If you deny the variance on the basis, you know we can have this
2 conversation outside of the public if you prefer. You don't have to do it in public. That's
3 up to you.

4 **James McFadden:** I think that might be wise.

5 *At 10:12 p.m. James McFadden moved to go in to closed session to discuss matters with*
6 *counsel.*

7 *The meeting reconvened at 10:22 p.m.*

8 **Mary Cook:** Okay, we are back in session. We are number five right?

9 **Lawrence Bleau:** Yes.

10 **Mary Cook:** Okay.

11 **Lawrence Bleau:** I think that we are interpreting the word "safety" in too broad a manner.
12 Because I was trying to think of the types of cases in which that has been a consideration.
13 All of them were a fence or other type of structure that was too close to a corner so it
14 obstructs a view of a driver going around the corner. Clearly a public safety issue. I think
15 that's what was in the mind of the writers of this ordinance when they put that word in
16 there. For myself I would rather focus on that narrower view rather than a broader one,
17 which could be anything that protects the safety impact. So did we make a finding about
18 five now, or is there more discussion?

19 **Kate Kennedy:** I agree with staff, is that what you are asking?

20 **Lawrence Bleau:** Yes.

21 **Mary Cook:** As you all know, I don't agree with number five.

22 **Lawrence Bleau:** Staff reasoning or something else?

23 **Lawrence Bleau:** When I look in a little more detail, what staff has on third line that it
24 will prevent. From the testimony I got, it makes it a little more difficult but I don't see it
25 preventing.

26 **Miriam Bader:** When I said "will prevent" that was the letter dated July 16, 2015.

1 **Lawrence Bleau:** Okay, you were quoting the letter.

2 **Mary Cook:** Maybe you should put that in quotation marks.

3 **Kate Kennedy:** Well it says according to the letter.

4 **Mary Cook:** Even in journalism, you should go ahead and put it in quotation marks.

5 **Miriam Bader:** Okay.

6 **Lawrence Bleau:** I think too much is said in the staff's report for number five. It should

7 be narrowed down, but I am not sure how. Looks like they tried to tell us everything here.

8 **Kate Kennedy:** Is it narrowing it down that we need

9 **Lawrence Bleau:** The wording I mean.

10 **Kate Kennedy:** From there Mary is going to decide if she wants to change it then we have

11 to decide if we agree with the changes.

12 **Mary Cook:** I don't have a problem with the way it is Larry, but.

13 **Lawrence Bleau:** I am looking at what is on the screen now.

14 **Mary Cook:** Well if you are looking at what's on the screen, you know, I mean it's

15 eliminating Mr. Schlepp's letter and I am not sure that belongs there anyway, but that's just

16 kind of an explanation of how I guess staff got to the rest of their statement.

17 **Kevin Young:** Can I object to that.

18 **Mary Cook:** No.

19 **Lawrence Bleau:** He can voice his objection, like other parties can.

20 **Thomas Tanner:** I only do that because staff in their oral report said they were basing it

21 on an 80-foot truck, which could not turn.

22 **Lawrence Bleau:** Actually, speaking of the evidence, Exhibit 12, was the PowerPoint

23 presented by Mr. Tanner, correct? One of those was a video showing the fire truck pulling

24 out of the station. Do you recall in that video the tires of the truck going over the gravel

25 area?

26 **Mary Cook:** Yes.

1 **Lawrence Bleau:** Do you recall the tires of the truck needing to go beyond the right-of-
2 way?

3 **Mary Cook:** Where was the right-of-way?

4 **Lawrence Bleau:** Can staff show us on the layout where the right-of-way would be
5 opposite the fire house. Okay a vertical view would probably be better. Okay, where
6 along here is the right-of-way.

7 **Miriam Bader:** Okay, so see this power pole, that indicates where the property line is.
8 Where the cars are parked that is on Cruz property, this is part of the right-of-way.

9 **Lawrence Bleau:** Up to the bumpers of the cars?

10 **Miriam Bader:** Yes up to the bumper of the cars. Roughly yes.

11 **Lawrence Bleau:** And that accounts for a lessening of the right-of-way in front of the fire
12 house?

13 **Miriam Bader:** I'm sorry less.

14 **Lawrence Bleau:** Because of the street improvements along the major parts of parcel A.
15 That's why Branchville Road is wider there, that was part of your report.

16 **Miriam Bader:** This was dedicated by Cruz, the extension for the right-of-way

17 **Kate Kennedy:** So the fence would go right where the front of those cars are?

18 **Miriam Bader:** Right, it's going to go a foot back from the property line.

19 **Kate Kennedy:** So it would go in the cars front windshield.

20 **Thomas Tanner:** No it would be in front of those vehicles. One of my pictures has it.

21 **Miriam Bader:** Basically where the cars are parked.

22 **Lawrence Bleau:** So we only have as evidence that the fire truck uses that property as the
23 right-of-way to be able to make a turn out of there. So the fence in that location wouldn't
24 have any affect.

25 **Kate Kennedy:** As if any of this is relevant.

26 **Lawrence Bleau:** If it was relevant, we just laid it to rest.

1 **Kate Kennedy:** Right exactly. But I think doubly we have met this criterion.

2 **Lawrence Bleau:** We are doing due diligence on this one.

3 **Mary Cook:** Okay, he wants to make a comment now.

4 **Suellen Ferguson:** Are you opening up for evidence again?

5 **Lawrence Bleau:** Um not unless....

6 **Kevin Young:** I am just responding to his comment where the property..

7 **James McFadden:** Deliberations are not open for comment unless we reopen for evidence.

8 **Mary Cook:** Well, you have to make up your mind. He objected before, you let his
9 objection in.

10 **Lawrence Bleau:** That's not opening up for comment, it's just noting in the record that he
11 objects to something. Just like the applicant did.

12 **Kevin Young:** Just to be clear, if he responds, I get to respond.

13 **Thomas Tanner:** So where the two properties come...

14 **Lawrence Bleau:** Sir.

15 **Thomas Tanner:** Oh I'm sorry.

16 **Lawrence Bleau:** We are not opening up for new evidence right?

17 **Kate Kennedy:** No, I do not want to, but if you or somebody else needs to you can.

18 **Lawrence Bleau:** I think we put number five to rest?

19 **Kate Kennedy:** For me, we have. I don't know about anybody else.

20 **Lawrence Bleau:** The major objection raised against the applicant's claim to number five
21 has been laid to rest.

22 **Kate Kennedy:** For me it is met, but if someone is dissenting how do they have that
23 opportunity.

24 **Miriam Bader:** Then there will be a vote.

25 **Kate Kennedy:** So somebody hasn't said they want to change this language. Right?
26 Someone could have the opportunity to dissent in this.

1 **Lawrence Bleau:** I think staff has a sense of where they are going and why.

2 **Suellen Ferguson:** The wording in the staff report is not what you are bound to put in the
3 resolution and would not be. Because that's their report. We are getting the tenor of your
4 decision by listening to you talk about it and that would be put in the resolution.

5 **Kate Kennedy:** Okay got you. And for five, you say you had some small changes, but I
6 would say I agree with it. What happens if someone disagrees with it?

7 **Lawrence Bleau:** They would just say they disagree and vote no when the vote comes. I
8 have done that often.

9 **Kate Kennedy:** Perfect.

10 **Mary Cook:** Okay, number 6, the fence for which a variance is requested incorporates
11 openness and visibility as much as practical, provided however, that it shall not be
12 constructed of chain link unless the material is consistent with the surrounding
13 neighborhood.

14 **Lawrence Bleau:** Just a note on that, it is only under this circumstance we can examine
15 other properties and types of fences. Since they are not requesting chain link there is no
16 need to do so.

17 **Mary Cook:** So I don't think there is any question about 6.

18 **Lawrence Bleau:** Is there openness on this fence? Yes. Both the one they are proposing
19 and staff recommendation, which the applicant agreed to. Is there visibility? I think staff's
20 recommendation is slightly more visible, there is contrast there and it's not, visible much as
21 practical and it is not of opaque material, so they satisfy that one.

22 **Mary Cook:** Well yea, but I just don't know how that is going to prevent trash and stuff
23 like that from getting in there.

24 **Lawrence Bleau:** People can throw trash over the fence to. No fence can prevent that.

25 **Mary Cook:** Well I guess they can do it from University Boulevard as well, right?

1 **Lawrence Bleau:** Yes. And that may indeed be the reason that applicants had to clean the
2 property at regular intervals as he testified.

3 **Mary Cook:** Okay, so there is no more discussion on six, let's go to seven. The proposed
4 construction, including setbacks, is characteristic of and consistent with the surrounding
5 neighborhood. In neighborhoods where chain link is a characteristic material, alternate
6 materials incorporating openness and visibility may be permitted. I think Larry pretty
7 much covered that. I just have one question for staff and perhaps I don't get it. It says here
8 in number 7, you are talking about lessening the height of the fence from 6-feet to 4-feet,
9 which I understood, but then on the recommendation, why did you put they are 4-feet tall
10 not 8-feet tall?

11 **Miriam Bader:** That's to correct their location map. That's separate. Number 2 is to
12 reduce the height to 4-feet.

13 **Mary Cook:** Okay.

14 **Miriam Bader:** What he submitted they wrote where the neighbor fences are, they said it
15 was 8-feet.

16 **Mary Cook:** I see what you are saying, I get it now. Okay that was a little puzzling. So
17 that was number 7 we just finished.

18 **Lawrence Bleau:** And the conditions and recommendations. Are we are in accord on
19 those?

20 **Mary Cook:** Oh let's look at them.

21 **Lawrence Bleau:** Reducing to 4-feet. Actually, before I even read the recommendation
22 my thought was to reduce to 4-feet also.

23 **Miriam Bader:** If you can look at the PowerPoint, I updated it, because I talked to the
24 counsel representing the applicant and so we massaged it, adjusted it a little bit. The main
25 difference is when we were talking about material, there was a discussion about aluminum,
26 does aluminum count and aluminum would be fine in our mindset, so we just wanted

1 something similar that would be more compatible with the neighborhood and then also
2 subject to approval of staff. The attorney recommended that language and I think that is
3 wonderful that we will actually get to see it.

4 **Mary Cook:** What's aluminum?

5 **Lawrence Bleau:** A metal.

6 **Miriam Bader:** Aluminum is a metal but just to clarify, I think the one on Baltimore
7 Avenue that SHA just put up in front of the Bar, I think that's aluminum.

8 **Mary Cook:** Okay, that helps. That's the first time I've seen that.

9 **Miriam Bader:** No, it's not going to look like tin foil.

10 **Lawrence Bleau:** Well we already made reference to types of fences that other multi-
11 family properties use, so use that as guidance.

12 **Miriam Bader:** I took a photograph, see this is for a multi-family structure that's right here
13 in College Park. This is what I am talking about, now maybe this is aluminum I don't
14 know.

15 **Kath Kennedy:** But yours is not subject to...

16 **Lawrence Bleau:** We are just talking about appearance here.

17 **Kate Kennedy:** So you can say that it fits in with the character of other properties.

18 **Miriam Bader:** Right. My big concern was that here, it looked like wire.

19 **Kate Kennedy:** Yea.

20 **Lawrence Bleau:** Yea, like chicken wire.

21 **Miriam Bader:** Versus something sturdy. I used the word metal, but I guess something
22 like that.

23 **Kate Kennedy:** Are we ready for a motion.

24 **Mary Cook:** Yes, unless someone has more discussion.

25 **Lawrence Bleau:** I am looking for the letter from the Civic Association.

1 **Miriam Bader:** Again, my apologies. I just checked my e-mail and what happened was, I
2 sent it to my supervisor to make sure it was okay, but I never got a reply and I forgot. My
3 intent was definitely to send it out.

4 **Lawrence Bleau:** The reason I asked for this is because I know it is unusual for a civic
5 association to give input on one of our cases and I am glad you did. I don't want you to
6 leave here thinking we are not listening to the points you raised, so I would like to just take
7 a moment to go through this and show how we have addressed that unless you feel I have
8 already done that.

9 **Kevin Young:** No feel free.

10 **Mary Cook:** You know this reminds me, did NCPA send a letter?

11 **Lawrence Bleau:** I already asked.

12 **Miriam Bader:** No, they didn't, but they were notified.

13 **Mary Cook:** I thought they were going to send a letter.

14 **Kevin Young:** I was informed that they did.

15 **Miriam Bader:** Well, I didn't get anything.

16 **Mary Cook:** Well, I couldn't be in on that because of my position here.

17 **Miriam Bader:** I absolutely did not get a letter. Kevin and I have had discussions.

18 **Mary Cook:** Okay.

19 **Lawrence Bleau:** Okay, in this letter on the first criteria, there is no extraordinary
20 situation or condition that supports a variance. I think we already know there are several
21 on that property itself as well as circumstances surrounding it. This brings in the dispute
22 with maybe that wasn't something at all that works into that criteria. The variance will
23 result in peculiar and unusual practical difficulty. The discussion on that one, whether
24 liability for unauthorized use of a property would rise to the level of an unusual practical
25 difficulty. I think any of us with private property wants to be able to fence in their own
26 private back yard and not have people trample through it to get to their neighbors. That is

1 something that all of us I think can agree to and that's what the applicant is asking for here.
2 I don't have to have everyone one of the things satisfied, which the applicant asserted, just
3 two of them and they met that criteria. You get into openness; you don't present a good
4 argument about why this prevents the intent or purpose of the fence ordinance itself. You
5 are arguing some other criteria, but not this one.

6 **Kevin Young:** And which one is that?

7 **Lawrence Bleau:** On the first page of your letter, you are arguing about the openness. I
8 think you are trying to say that you shouldn't be able to put a fence just anywhere you
9 want. Whereas the City ordinance basically says you can put a fence anywhere you want
10 except the front yard, and then only in special circumstances. This has two front yards.
11 The openness is another criteria in which you addressed also, and make sure the fence is of
12 the type of material and design that is more pleasing to the public eye. Criteria five,
13 adversely affecting public health, safety and comfort. As negative impact on the operation
14 of the fire company. As we discussed and you saw the video, it could operate the truck
15 within the right-of-way, and the fence would not impair that. So other evidence presented
16 goes against that argument. Next criteria about it being an eyesore. This is one of material
17 or a coloration of these types of factors not the existing of the fence itself. The fence
18 would be out of character if this was all single-family dwellings. Since this is proposed to
19 be a multi-family dwelling certainly that type of fence you can use elsewhere in College
20 Park would be appropriate here as well. I presume that the applicant, if this project is
21 approved, would take this down and put in a fence more appropriate. It would give them
22 time to work with the civic association on material, design and all these other factors. This
23 isn't done by any means, if we decide tonight, it just means you can put up this fence until
24 we will go along and get the project approved, we don't know what will happen. Of course
25 having the fence there means he is also required to maintain it and if he fails to do so, all
26 the city has to do is cite him for it. I'm sure they will maintain the property. Just because

1 one has been cited, doesn't mean that they are negligent. I've been cited I fixed it. I have
2 been cited twice in the twenty year history I owned my house, I fixed the problem both
3 times. So the existence of a citation doesn't mean someone is a bad property owner. If it's
4 not fixed and it comes to this board for an appeal from a citation, then it goes to a different
5 level. That is not part of a legal reason.

6 **Mary Cook:** Thank you Larry.

7 **Lawrence Bleau:** I hope I have addressed and you see the type of things we go through
8 and look for in reasoning.

9 **Kevin Young:** Yes

10 **Lawrence Bleau:** You have a bit of a disadvantage without an attorney present.

11 **Kevin Young:** Well you read my notes, commissioners, I am speaking on behalf of an
12 organization I'm the spokesperson for.

13 **Lawrence Bleau:** I understand that. I don't like going against civic associations either.
14 North College Park a number of times sent a letter to this commission saying we opposed.
15 I would like to agree with them, but they didn't give me a single reason.

16 **Kate Kennedy:** I appreciate the logic that you put out.

17 **Lawrence Bleau:** You did put work into this, we appreciate that.

18 **Kate Kennedy:** Can we move for a motion now?

19 **Lawrence Bleau:** Sure.

20 **Mary Cook:** Anybody can make a motion.

21 **Kate Kennedy:** I don't know how to do it.

22 **Lawrence Bleau:** I do. We recommend approval of variance for CEO-2015-02, Cruz
23 Development to construct a fence along the Branchville Road side of the property. Use the
24 reasoning presented by the commission during its deliberations and with the conditions
25 recommended by staff.

26 **Kate Kennedy:** Second.

1 **Mary Cook:** All in favor say aye.

2 **Lawrence Bleau:** Aye

3 **Kate Kennedy:** Aye.

4 **James McFadden.** Aye.

5 **Mary Cook:** All opposed say nay. Nay. I want to make sure I go on the record as nay.

6 **Matthew Tedesco:** Thank you.

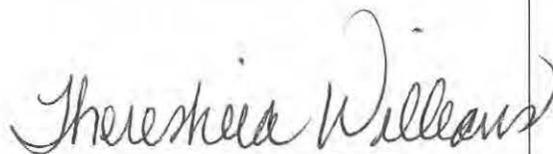
7 The public hearing adjourned at 10:00 p.m.

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CERTIFICATE OF TRANSCRIBER

I, Theresheia Williams, do hereby certify under the penalties of perjury that the foregoing transcript is a true and correct record, to the best of my knowledge, of the proceedings in the matter of Cruz Development, Branchville Road, College Park, MD 20740, Case Number CEO-2015-02 heard by the Advisory Planning Commission of the City of College Park on October 1, 2015.



Theresheia Williams, Secretary
City of College Park
Advisory Planning Commission

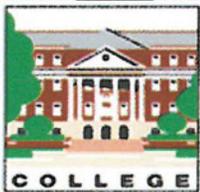
2

Auditors Presentation on FY '15 Comprehensive Annual Financial Report

(Please bring your copy of the
CAFR to the meeting with you)



YOUR PARTNER



Presentation to those Charged with Governance
December 1, 2015





SB & COMPANY, LLC
EXPERIENCE • QUALITY • CLIENT SERVICE

Introductions

SB & Company, LLC

- Gray Smith, Advisory Partner
- Bill Seymour, Engagement Partner
- Chris Lehman, Engagement Manager





SB & COMPANY, LLC
EXPERIENCE • QUALITY • CLIENT SERVICE

Scope of Services and Results

Scope of Services:

- Audit of the June 30, 2015, financial statements
- Reviewed Uniform Financial Report

Results:

- Issued an unmodified opinion on the financial statements
- Discovered no instances of fraud
- Discovered no material weakness in internal controls
- Received full cooperation from management
- No significant audit journal entries noted; entries made for financial statement presentation
- Accounting for participation in State Retirement System; GASB 68- required restatement reducing net position by approximately \$3.8 million.



SB & COMPANY, LLC
EXPERIENCE • QUALITY • CLIENT SERVICE

Industry Observations

Upcoming accounting changes:

- GASB Preliminary Views on Accounting for Operating Leases- will require governments to record an intangible asset and a liability for cost of entire lease at inception.
- GASB Statement on Tax Abatements – would require governments to disclose the amounts of taxes abated in the financial statements. Currently, revenue is shown net with no disclosure of the abated amounts.
- GASB Statement on Other Post Employment Benefits – requires similar accounting for post employment benefits as pensions



AUDIT PROCESS



FORCAM Audit Approach

“Focus on Risk, Controls and Misstatement”





Assessment of Control Environment

Area	Points to Consider	Our Assessment
Control Environment	<ul style="list-style-type: none"> ▪ Key executive integrity, ethical, and behavior ▪ Control consciousness and operating style ▪ Commitment to competence ▪ Exercise oversee responsibility ▪ Organizational structure, responsibility, and authority ▪ Enforce accountability ▪ HR policies and procedures 	
Risk Assessment	<ul style="list-style-type: none"> ▪ Define objectives and risk tolerances ▪ Identify, analyze, and respond to risk ▪ Assess fraud risk ▪ Identify, analyze, and respond to change ▪ Mechanisms to anticipate, identify, and react to significant events ▪ Processes and procedures to identify changes in GAAP, business practices, and internal control 	
Control Activities	<ul style="list-style-type: none"> ▪ Design control activities ▪ Design activities for the information system ▪ Implement control activities ▪ Existence of necessary policies and procedures ▪ Clear financial objectives with active monitoring ▪ Logical segregation of duties ▪ Periodic comparisons of book-to-actual and physical count-to-books ▪ Adequate safeguards of documents, records, and assets ▪ Assess controls in place 	

	Not effective
	Suggested improvements
	Effective



Assessment of Control Environment

Area	Points to Consider	Our Assessment
Information and Communication	<ul style="list-style-type: none"> ▪ Use quality information ▪ Communicate internally ▪ Communicate externally ▪ Adequate performance reports produced from information systems ▪ Information systems are connected with business strategy ▪ Commitment of HR and finance to develop, test, and monitor IT systems and programs ▪ Business continuity and disaster plan for IT ▪ Established communication channels for employees to fulfill responsibilities ▪ Adequate communication across organization 	
Monitoring	<ul style="list-style-type: none"> ▪ Perform monitoring activities ▪ Remediate deficiencies ▪ Periodic evaluations of internal controls ▪ Implementation of improvement recommendations 	

	Not effective
	Suggested improvements
	Effective



Evaluation of Key Processes

Process	Function	A	B	C	D	Design	Operation
Treasury	<ul style="list-style-type: none"> Cash Management Investment Accounting Investment Monitoring Investment Valuation Investment Policy Reconciliation 	✓	✓	✓	✓		
Estimation	<ul style="list-style-type: none"> Methodology Information Calculation 	✓	✓	✓			
Financial Reporting	<ul style="list-style-type: none"> Accounting Principles and Disclosure Closing the Books Report Preparation General Ledger and Journal Entry Processing Verification and Review of Results 	✓	✓	✓	✓		
Expenditures	<ul style="list-style-type: none"> Purchasing Receiving Accounts Payable and Cash Disbursement Purchase Card Transactions 	✓	✓	✓	✓		

A	Understand the Process
B	Walk-Through

C	What Can Go Wrong
D	Test of Controls

	Not effective
	Suggested improvements
	Effective



Evaluation of Key Processes

Process	Function	A	B	C	D	Design	Operation
Payroll	<ul style="list-style-type: none"> Hiring Attendance Reporting Payroll Accounting and Processing Payroll Disbursements Separation 	✓	✓	✓	✓		
Revenue	<ul style="list-style-type: none"> Billing Cash Receipts Revenue Recognition Cutoff 	✓	✓	✓	✓		
Fixed Assets	<ul style="list-style-type: none"> Physical Custody Asset Accounting Depreciation 	✓	✓	✓			
Information Technology	<ul style="list-style-type: none"> Computer Operations Information Security and Transaction Authorization Program Integrity and Change Management 	✓	✓	✓			

A	Understand the Process
B	Walk-Through

C	What Can Go Wrong
D	Test of Controls

	Not effective
	Suggested improvements
	Effective



Implementation of GASB 68

- The City implemented GASB 68, Accounting and Financial Reporting for Pensions, for the year ended June 30, 2015
- The Standard requires the net pension liability (NPL) to be recorded on the entity wide financial statements, along with related disclosures
- The City restated beginning net position for its participation in the State Retirement System by \$3.8 million for the implementation of GASB 68
- Net position of \$20.1 million



REQUIRED COMMUNICATIONS



Required Communications

1. Auditor's Responsibilities Under Generally Accepted Auditing Standards (GAAS)

The financial statements are the responsibility of management. Our audit was designed in accordance with auditing standards generally accepted in the United States of America, and provide for reasonable, rather than absolute, assurance that the financial statements are free of material misstatement

2. Significant Accounting Policies

Management has the responsibility for selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application.

The significant accounting policies used by management are described in the notes to the financial statements.

3. Auditor's Judgments About the Quality of Accounting Principles

We discuss our judgments about the quality, not just the acceptability, of accounting principles selected by management, the consistency of their application, and the clarity and completeness of the financial statements, which include related disclosures.

We have reviewed the significant accounting policies adopted by the City and have determined that these policies are acceptable accounting policies.



Required Communications (cont.)

4. Audit Adjustments

We are required to inform the City's oversight body about adjustments arising from the audit (whether recorded or not) that could in our judgment either individually or in the aggregate have a significant effect on the entity's financial reporting process. We also are required to inform the City's oversight body about unadjusted audit differences that were determined by management to be individually and in the aggregate, immaterial.

There were no significant adjustments identified during the audit process.

5. Fraud and Illegal Acts

We are required to report to the City's oversight body any fraud and illegal acts involving senior management and fraud and illegal acts (whether caused by senior management or other employees) that cause a material misstatement of the financial statements.

Our procedures identified no instances of fraud or illegal acts.

6. Material Weaknesses in Internal Control

We are required to communicate all significant deficiencies in the City's systems of internal controls, whether or not they are also material weaknesses.

There were no material weaknesses noted during the audit.



Required Communications (cont.)

7. Other Information in Documents Containing Audited Financial Statements

None.

8. Disagreements with Management on Financial Accounting and Reporting Matters

None.

9. Serious Difficulties Encountered in Performing the Audit

None.

10. Major Issues Discussed with Management Prior to Acceptance

None.

11. Management Representations

We will receive certain written representations from management as part of the completion of the audit.

12. Consultation with Other Accountants

To our knowledge, there were no consultations with other accountants since our appointment as the City's independent public accountants.

13. Independence

As part of our client acceptance process, we go through a process to ensure we are independent of the City.

We are independent of the City.



Required Communications (cont.)

14. Our Responsibility Related to Fraud

- Plan and perform the audit to obtain reasonable assurance that there is no material misstatement caused by error or fraud;
- Comply with AU-C Section 240: Consideration of Fraud in a Financial Statement Audit
- Approach all audits with an understanding that fraud could occur in any entity, at any time, by anyone; and
- Perform mandatory procedures required by GAAS and our firm policies.

Examples of Procedures Performed

- Discuss thoughts and ideas on where the financial statements might be susceptible to material misstatement due to fraud;
- Understand pressures on the financial statement results;
- Understand the tone and culture of the organization;
- Look for unusual or unexpected transactions, relationships, or procedures;
- Discussions with individuals outside of finance;
- Evaluate key processes and controls; and
- Consider information gathered throughout the audit.



Our Responsibility Related to Fraud

➤ **Our Responsibility Related to Fraud**

- Comply with GAAS AU-C 240 “Consideration of Fraud in a Financial Statement Audit”
- Plan and perform audit to obtain reasonable assurance that there is no material misstatement caused by error or fraud
- Approach all audits with an understanding that fraud could occur in any entity, at any time, by anyone
- Perform mandatory procedures required by GAAS and our firm policies

➤ **Examples of Procedures Performed**

- Discuss thoughts and ideas on where the financial statements might be susceptible to material misstatement due to fraud
- Understand pressures on the financial statement results
- Understand the tone and culture of the organization
- Look for unusual or unexpected transactions, relationships, or procedures
- Discussions with individuals outside of finance
- Evaluate key processes and controls
- Consider information gathered throughout the audit



Required Communications- Fraud



Opportunity

- Generally provided through weaknesses in internal control
- Tone at the top is important
- We assess controls and tone at the top

Pressure

- Pressure can be imposed due to economic troubles, personal vices and unrealistic deadlines and performance goals
- There are increased pressures due to economy and minimal salary increases

Rationalization

- Individuals develop a justification for their fraudulent activities
- Increased rationalization due to minimal salary increases and less personnel



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3

Comments on the GSA Environmental Impact Statement for Greenbelt Station

MEMORANDUM

TO: Mayor and Council

FROM: Terry Schum, Planning Director *ts*

THROUGH: Scott Somers, City Manager

DATE: November 25, 2015

SUBJECT: Federal Bureau of Investigation (FBI) Headquarters Consolidation
Draft Environmental Impact Statement (DEIS)

ISSUE

The U. S. General Services Administration (GSA) released a DEIS and Notice of Public Hearings for the FBI Headquarters Consolidation. The three sites under consideration are located in Springfield (Franconia warehouse complex), Greenbelt (Metro Station area) and Landover (former Landover Mall) and public hearings have been scheduled in the vicinity of each site. The Greenbelt site public hearing will be held on December 9, 2015 from 6:00 to 8:30 p.m. at the Greenbelt Branch Library. Written public comments on the DEIS must be postmarked no later than January 6, 2016. The full report may be viewed at <http://www.gsa.gov/portal/content/192223>. A preferred alternative is not identified in the DEIS but will be in the final EIS. The GSA is also engaged in a concurrent process of identifying potential development teams

SUMMARY

The FBI Consolidation involves both the acquisition of a new permanent location for the FBI Headquarters and the exchange of the current FBI Headquarters located in the J. Edgar Hoover (JEH) building in Washington D.C. Conceptual site plans have been developed for each site with a security zone to comply with Level 5 security requirements. The Greenbelt site is included as Attachment 2. The building program calls for construction of a campus-like facility for 11,400 workers that includes the following components:

Main Building or a series of buildings	2,349,000 GSF
Visitor Center	60,000 GSF
Truck Inspection Facility	9,000 GSF
Utilities and Infrastructure	up to 128,000 GSF
Parking Structures (1 or more)	3,600-7,300 spaces
Visitor Parking Lot	135-323 spaces

During the scoping phase of the EIS process, the city provided comments to the GSA, a copy of which is provided as Attachment 1. The DEIS evaluates the direct, indirect and cumulative impacts of the project for each site alternative and the indirect impacts of the future development at JEH. It also evaluates a no-action alternative where the FBI does not relocate or consolidate operations. This alternative is a baseline for comparative purposes that look at the consequences of continuing to operate under current conditions versus the proposed project. The federal government is required to “restore and enhance the quality of the human environment and avoid or minimize any possible adverse effects of their actions on the quality of the human environment.” The report covers 38 different resource topics and indicates whether there will be no measurable impact, adverse impact, major adverse impact or beneficial impact. A summary table of these impacts for all sites is included as Attachment 3.

This review will focus on the Greenbelt site alternative and the resource topics where significant or major adverse impacts were identified as well as where adverse impacts were found that require mitigation. A determination of significance under NEPA requires consideration of both the context and intensity of an impact. For the no-action alternative, the Greenbelt site assumes that the north core of Greenbelt Station will be built out based on previous approvals that enable up to 800 residences, 1.4 million GSF of retail, 1.86 million GSF of office space and two hotels with 550 rooms. The federal regulations do not allow for analysis of proposed improvements that have not been entitled under local land use laws therefore proposed mixed-use development by Renard to the west of the FBI site is not considered in the DEIS.

Visual Resources

Future development, whether it is from Greenbelt Station north core approvals or the proposed project, will result in densities and building heights significantly higher than existing surrounding development which is less than three stories. This would result in direct, long-term, major adverse impacts related to the aesthetics of the area. The DEIS assumes a maximum building height for the FBI main building of 17 stories (225 feet) that would alter the existing skyline. Tree line buffers are expected to lessen the view from the Hollywood neighborhood however a lighting study performed indicates that a long-term adverse effect from on-site lighting may be expected. A shadow analysis performed shows impact on adjacent proposed mixed-use development to the west but no impact to Hollywood (see Attachment 4).

Comment: The approved Greenbelt Metro Area and MD 193 Corridor Plan calls for building heights within 250 feet of the Metro Green Line to be 4-8 stories and for the rest of the north core to range from 4-12 stories. The plan also acknowledges that taller buildings may be appropriate or necessary to accommodate a GSA campus or signature building. The city is on record opposing building heights over 12 stories in the north core. Rather than a single 17-story building, the GSA should design more than one building and provide cut-off lighting to minimize this impact.

Public Transit

While no measurable impacts to Metrorail capacity were found, Metrobus operations are expected to experience indirect, long-term major adverse impacts under the no-action alternative and direct, long-term, major adverse impacts under the proposed project. While no capacity issues were found on individual routes, bus operation delays are anticipated along Edmondson Road. During construction, lane closures and construction vehicles are also expected to cause short-term impacts.

Comment: The half-mile study area excludes most city routes. Other buses serving the area such as The Bus and Shuttle UM were also excluded.

Traffic

The traffic analysis in the DEIS relied on information obtained from the Maryland State Highway Administration (SHA) and the Maryland-National Capital Park and Planning Commission (M-NCPPC) under the Greenbelt Site Transportation Agreement (Attachment 5). This agreement established the study area, trip generation rates, trip distribution, modal split and analysis methods. Major indirect and long-term adverse impacts were found under the no-action alternative and direct, long-term major adverse impacts were found under the proposed project. In addition, there would be direct short-term adverse impacts during construction. For the no-action option, the corridor that would experience these impacts is Edmonston Road between Powder Mill Road and Cherrywood Lane in the pm peak hours. Intersections impacted are Edmonston Road and Sunnyside Avenue during the am peak hour and Cherrywood Lane and Ivy Lane during both peak hours. For the build condition, the FBI is forecasted to generate 1,025 inbound vehicle trips and 75 outbound trips during the am peak hour and 49 inbound and 966 outbound during the pm peak hour. An analysis of signalized intersections shows that Edmonston Road and Sunnyside Avenue and Edmonston Road and Powder Mill Road would operate with overall unacceptable conditions during the pm peak hour. Recommended mitigation measures are shown in Attachment 6.

Comment: There is an extraordinary amount of detail provided in Appendix C regarding the traffic analysis performed. Based on the site trip distribution showing the majority of traffic (78%) generated from I-95/495 north and south of the site, the study area does not address local roadways or intersections in College Park. Traffic on the interstate network obviously impacts College Park and the DEIS relies on SHA to determine the solutions for the failing interstate ramps between Route 1 and Baltimore Washington Parkway. A fatal flaw in the traffic analysis may be the allocation of 47.33% of all new trips created to metro or commuter rail trips. This is a very high number that does not seem to be validated by experience especially at an end station.

Natural Gas

Washington Gas is the sole natural gas purveyor serving the region and there is currently no service on site. One of the closest mains is a 4-inch pipe on Lackawanna Street. For the proposed project, there would be direct, short-term, major adverse impacts due to the need to extend transmission pressure service to the site from an existing source. It is anticipated that this would require crossing I-495.

Comment: There is likely to be a long-term indirect benefit of increased service to current and future customers. College Park is not likely to be negatively impacted.

RECOMMENDATION

Due to the limited time available to conduct this review, staff has focused on the major adverse impacts noted in the DEIS although there are many adverse impacts in other resource areas that are discussed in the report. The majority of these are associated with the no-action alternative which assumes major mixed-use development in the north core without the FBI consolidation. In addition to the comments above, the Mayor and Council may wish to comment on adverse impacts associated with hydrology, wetlands and floodplains, vegetation, terrestrial species, public health and safety and air quality directly attributable to the proposed project. Staff will provide input on these issues at the council worksession.

ATTACHMENTS

1. NEPA scoping comments
2. Greenbelt Site conceptual plan
3. Summary of environmental impacts
4. Greenbelt shadow analysis
5. Greenbelt Site Transportation Agreement
6. Greenbelt recommended mitigation measures



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College Park, MD 20740

Mayor

Andrew M. Fellows
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Denise C. Mitchell
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240-475-7196

October 22, 2014

Ms. Nia Francis
OPDQ Project Manager
U.S. General Services Administration
National Capitol Region
301 7th Street, SW
Room 4004
Washington, DC 20407

Re: NEPA Scoping Comment
FBI Headquarters Consolidation

Dear Ms. Francis:

The City of College Park supports the Greenbelt alternative for the relocation of the FBI Headquarters and appreciates the opportunity to provide comments during the scoping phase of the Environmental Impact Statement (EIS) process. While the Greenbelt Station site lies within the municipal boundaries of the City of Greenbelt, the City of College Park neighborhoods of Hollywood and Sunnyside adjoin the site to the west of the rail lines.

Due to their close proximity, the City is concerned about the cumulative impacts of the project on these neighborhoods. It is important to preserve their single-family residential character. Specific concerns that have been raised include groundwater drainage, flooding caused by new development, noise and light reflection into nearby homes, air quality and the protection of environmentally-sensitive areas. The Renard Development Company, LLC has attended neighborhood meetings over the past year and is expected to continue to meet with neighborhood residents.

Transportation and traffic issues need to be fully and adequately studied during the preparation of the Draft EIS. The need for beltway access improvements including new ramps into and out of the site has the potential for significant property impacts to College Park residents. The Maryland State Highway Administration (SHA) is examining the need to widen the beltway to accommodate these ramps and the Draft EIS should encompass the same study area. The City supports the preparation of a Transportation Management Plan (TMP) that takes full advantage of an on-site Metro station and utilization of GSA incentives and subsidies to encourage ridership.

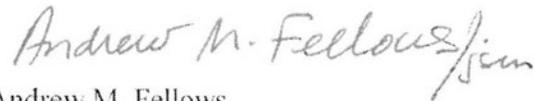
Water resources, particularly the impact on wetlands and floodplains, should be given special attention. The preservation of the Indian Creek Stream Valley Park and Narragansett Run are extremely important to the City. All impacts to water quality and quantity should be very clearly stated.

Aesthetics and visual resources are also important. The view of the project from College Park's low-rise neighborhoods should have an attractive appearance and all impacts resulting from building heights and materials should be measured.

Finally, the City asks that bicycle and pedestrian infrastructure in and surrounding the project area be addressed.

The City of College Park looks forward to reviewing and commenting on the Draft EIS and thanks the GSA for this comment period during the scoping process.

Sincerely,

A handwritten signature in cursive script that reads "Andrew M. Fellows" followed by a stylized flourish.

Andrew M. Fellows
Mayor

5.0 Greenbelt Alternative

Chapter 5 describes existing conditions of the affected environment and identifies the environmental consequences associated with the Greenbelt Alternative. A detailed description of the methodologies employed to evaluate impacts for each resource and the relevant regulatory framework is given in chapter 3, *Methodology*.

The Greenbelt site consists of approximately 61 acres immediately adjacent to the Greenbelt Metro Station on Greenbelt Metro Drive in the City of Greenbelt, Prince George's County, Maryland, as shown in figure 5-1. It is bound on the north by Greenbelt Metro Drive and on the east by Cherrywood Lane. The southern and eastern boundaries are based on an option agreement signed with the Washington Metropolitan Area Transit Authority (WMATA) and the A.H. Smith Development Company (AKA: Renard Development Company, LLC) in 2014. Greenbelt Road (MD 193) is located less than 1 mile to the south, while the Capital Beltway is near the northeast site boundary. The Greenbelt Metro Station is located approximately 0.1 mile from the western site boundary. Approximately half of the site is currently used by WMATA as a parking lot for the adjacent Greenbelt Metro Station. The remainder of the site is an undeveloped riparian forest associated with Indian Creek, which crosses the site from northeast to southwest. Several residential communities are near the site, including the South Core Greenbelt Station development to the south, Franklin Park multifamily housing to the east, and the Hollywood subdivision to the west. Land use in the vicinity of the site is primarily residential and open space. Other development in proximity to the site includes suburban office parks, a WMATA rail yard, and a Federal courthouse. Concentrations of commercial uses occur approximately 1 mile west of the site along U.S. Route 1, while agricultural land associated with the Beltsville Agricultural Research Center (BARC) characterizes much of the landscape north of the site. BARC is the largest agricultural research complex in the world covering 6,600-acres of which several thousand acres is preserved as farmland. The research center house approximately 1,300 people in four buildings with more than 365,000 SF of space.

Figure 5-1: Greenbelt Conceptual Site Plan



Table ES-3: Summary of Environmental Impacts

Resource Area	JEH RFDS		Greenbelt		Landover		Springfield	
Earth Resources								
Geology and Topography	N	Under the No-action Alternative, there would be no measurable impacts to geology or topography.	ADV	Under the No-action Alternative, there would be indirect, short-term, adverse impacts to topography and indirect, long-term, adverse impacts to geology.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there would be no measurable impacts to geology or topography.	N	Under the Greenbelt Alternative, there would be no measurable impacts.	ADV	Under the Landover Alternative, there would be direct, short- and long-term, adverse impacts.	ADV	Under the Springfield Alternative, there would be direct, short-term, adverse impacts to topography.
	N	Under RFDS 2, there would be no measurable impacts to geology or topography.					ADV	Under the Springfield Alternative, there would be direct, long-term, adverse impacts to geology.
Soils	N	Under the No-action Alternative, there would be no measurable impacts.	ADV	Under the No-action Alternative, there would be indirect, short-term, adverse impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there would be no measurable impacts.	ADV	Under the Greenbelt Alternative, there would be indirect, short-term, adverse impacts.	ADV	Under the Landover Alternative, there would be direct, short-term, adverse impacts.	ADV	Under the Springfield Alternative, there would be direct, short-term, adverse impacts.
	ADV	Under RFDS 2, there would be indirect, short-term, adverse impacts.						
Water Resources								
Surface Water	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there would be no measurable impacts.	BEN	Under the Greenbelt Alternative, there would be direct, long-term, beneficial impacts.	N	Under the Landover Alternative, there would be no measurable impacts.	N	Under the Springfield Alternative, there would be no measurable impacts.
	N	Under RFDS 2, there would be no measurable impacts.						

N	No Measurable Impact or Insufficient Information	ADV	Adverse Impact	MAJ ADV	Major Adverse (Significant) Impact	BEN	Beneficial Impact
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Table ES-3 Summary of Environmental Impacts (continued)

Resource Area	JEH RFDS		Greenbelt		Landover		Springfield	
Hydrology	N	Under the No-action Alternative, there would be no measurable impacts.	ADV	Under the No-action Alternative, there would be indirect, short-term, adverse impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there would be no measurable impacts.	ADV	Under the Greenbelt Alternative, there would be direct, short-term, adverse impacts.	ADV	Under the Landover Alternative, there would be direct, short-term, adverse impacts.	ADV	Under the Springfield Alternative, there would be direct, short-term, adverse impacts.
	ADV	Under RFDS 2, there would be indirect, short-term, adverse impacts.						
	BEN	Under RFDS 2, there would be indirect, long-term, beneficial impacts.	BEN	Under the Greenbelt Alternative, there would be direct, long-term, beneficial impacts.	BEN	Under the Landover Alternative, there would be direct, long-term, beneficial impacts.	BEN	Under the Springfield Alternative, there would be direct, long-term, beneficial impacts.
Groundwater	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no new measurable impacts.
	N	Under RFDS 1, there would be no measurable impacts.	BEN	Under the Greenbelt Alternative, there would be direct, long-term, beneficial impacts.	BEN	Under the Landover Alternative, there would be direct, long-term, beneficial impacts.	BEN	Under the Springfield Alternative, there would be direct, long-term, beneficial impacts.
	N	Under RFDS 2, there would be no measurable impacts.						
Wetlands and Floodplains	N	Under the No-action Alternative, there would be no measurable impacts to wetlands and floodplains.	ADV	Under the No-action Alternative, there would be indirect, short-term, adverse impacts to wetlands.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
			N	Under the No-action Alternative, there would be no measurable impacts to floodplains.				
	N	Under RFDS 1, there would be no measurable impacts to wetlands and floodplains.	N	Under the Greenbelt Alternative, there would be no measurable long-term impacts to wetlands.	N	Under the Landover Alternative, there would be no measurable impacts.	N	Under the Springfield Alternative, there would be no measurable impacts.
	N	Under RFDS 2, there would be no measurable impacts to wetlands and floodplains.	ADV	Under the Greenbelt Alternative, there would be direct, short- and long-term, adverse impacts to floodplains.				

N	No Measurable Impact or Insufficient Information	ADV	Adverse Impact	MAJ ADV	Major Adverse (Significant) Impact	BEN	Beneficial Impact
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Table ES-3 Summary of Environmental Impacts (continued)

Resource Area	JEH RFDS		Greenbelt		Landover		Springfield	
Biological Resources								
Vegetation	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there would be no measurable impacts.	BEN	Under the Greenbelt Alternative, there would be direct, long-term, beneficial impacts at the Greenbelt site.	BEN	Under the Landover Alternative, there would be direct, long-term, beneficial impacts.	BEN	Under the Springfield Alternative, there would be direct, long-term, beneficial impacts.
	ADV	Under RFDS 2, there would be indirect, short-term, adverse impacts.	ADV	Under the Greenbelt Alternative, there would be direct, long-term, adverse impacts off-site.	ADV	Under the Landover Alternative, there would be direct, long-term, adverse impacts.	ADV	Under the Springfield Alternative, there would be direct, long-term, adverse impacts.
Aquatic Species	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there would be no measurable impacts.	BEN	Under the Greenbelt Alternative, there would be direct, long-term, beneficial impacts.	N	Under the Landover Alternative, there would be no measurable impacts.	N	Under the Springfield Alternative, there would be no measurable impacts.
	N	Under RFDS 2, there would be no measurable impacts.						
Terrestrial Species	N	Under the No-action Alternative, there would be no measurable impacts.	ADV	Under the No-action Alternative, there would be indirect, short-term, adverse impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there would be no measurable impacts.	ADV	Under the Greenbelt Alternative, there would be direct, long-term, adverse impacts.	BEN	Under the Landover Alternative, there would be direct, long-term, beneficial impacts.	BEN	Under the Springfield Alternative, there would be direct, long-term, beneficial impacts.
	ADV	Under RFDS 2, there would be indirect, short-term, adverse impacts.			ADV	Under the Landover Alternative, there would be direct, short- and long-term, adverse impacts.	ADV	Under the Springfield Alternative, there would be direct, short- and long-term, adverse impacts.
Special Status Species	N	Under the No-action Alternative, there would be no measurable impacts.	ADV	Under the No-action Alternative, there would be indirect, short-term, adverse impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there would be no measurable impacts.	ADV	Under the Greenbelt Alternative, there would be direct, long-term, adverse impacts.	N	Under the Landover Alternative, there would be no measurable impacts.	N	Under the Springfield Alternative, there would be no measurable impacts.
	N	Under RFDS 2, there would be no measurable impacts.						

N	No Measurable Impact or Insufficient Information	ADV	Adverse Impact	MAJ ADV	Major Adverse (Significant) Impact	BEN	Beneficial Impact
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Table ES-3 Summary of Environmental Impacts (continued)

Resource Area	JEH RFDS		Greenbelt		Landover		Springfield	
Regional Land Use, Planning Studies, and Zoning								
Regional Land Use, Planning Studies, and Zoning	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts to zoning.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
			BEN	Under the No-action Alternative, there would be indirect, long-term, beneficial impacts to land use.				
			ADV	Under the No-action Alternative, there would be indirect, long-term, adverse impacts to land use.				
	ADV	Under RFDS 1, there would be indirect, long-term, adverse impacts to land use and zoning.	N	Under the Greenbelt Alternative, there would be no measurable impacts to zoning.	N	Under the Landover Alternative, there would be no measurable impacts to zoning.	N	Under the Springfield Alternative, there would be no measurable impacts to zoning.
	BEN	Under RFDS 2, there would be indirect, long-term, beneficial impacts to land use and zoning.	ADV	Under the Greenbelt Alternative, there would be direct, long-term, adverse impacts to land use.	ADV	Under the Landover Alternative, there would be direct, long-term, adverse impacts to land use.	ADV	Under the Springfield Alternative there would direct, long-term, adverse impacts to land use.
			BEN	Under the Greenbelt Alternative, there would be direct, long-term, beneficial impacts to land use.	BEN	Under the Landover Alternative, there would be direct, long-term, beneficial impacts to land use.	BEN	Under the Springfield Alternative, there would be direct, long-term, beneficial impacts to land use.
Visual Resources								
Visual Resources	N	Under the No-action Alternative, there would be no measurable impacts.	ADV	Under the No-action Alternative, there would be indirect, long-term, adverse impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there would be no measurable impacts.	MAJ ADV	Under the Greenbelt Alternative, there would be direct, long-term, major adverse impacts.	ADV	Under the Landover Alternative, there would be direct, long-term, adverse impacts.	ADV	Under the Springfield Alternative, there would be direct, long-term, adverse impacts.
	BEN	Under RFDS 2, there would be indirect, long-term, beneficial impacts.			BEN	Under the Landover Alternative, there would be direct, long-term, beneficial impacts.		

N	No Measurable Impact or Insufficient Information	ADV	Adverse Impact	MAJ ADV	Major Adverse (Significant) Impact	BEN	Beneficial Impact
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Table ES-3 Summary of Environmental Impacts (continued)

Resource Area	JEH RFDS		Greenbelt		Landover		Springfield	
Cultural Resources								
Archaeological	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there would be no measurable impacts.	N	Under the Greenbelt Alternative, there would be no measurable impacts.	N	Under the Landover Alternative, there would be no measurable impacts.	N	Under the Springfield Alternative, there would be no measurable impacts.
	N	Under RFDS 2, there would be no measurable impacts.						
Historic Resources	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there would be no measurable impacts.	N	Under the Greenbelt Alternative, there would be no measurable impacts.	N	Under the Landover Alternative, there would be no measurable impacts.	N	Under the Springfield Alternative, there would be no measurable impacts.
	N	Under RFDS 2, there would be no measurable impacts.						
Socioeconomics								
Population and Housing	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be indirect, long-term impacts to population. Insufficient information available to determine the impacts to housing.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there would be no measurable impacts.	N	Under the Greenbelt Alternative, there would be no measurable impacts to population in Prince George's County or the Washington, D.C., MSA. There is insufficient information to assess impacts to housing in Prince George's County.	N	Under the Landover Alternative, there would be no measurable impacts to population in Prince George's County or the Washington, D.C., MSA. There is insufficient information to assess impacts to housing in Prince George's County.	N	Under the Springfield Alternative, there would be no measurable impacts to population or housing in the Washington, D.C. MSA. There is insufficient information to assess impacts to population or housing in Fairfax County.
	N	Under RFDS 2, there would be indirect and long-term impacts to population; there is insufficient information to determine impacts to housing.						

N	No Measurable Impact or Insufficient Information	ADV	Adverse Impact	MAJ ADV	Major Adverse (Significant) Impact	BEN	Beneficial Impact
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Table ES-3 Summary of Environmental Impacts (continued)

Resource Area	JEH RFDS			Greenbelt	Landover			Springfield
Employment and Income	N	Under the No-action Alternative, there would be no measurable impacts.	BEN	Under the No-action Alternative, there would be indirect, short- and long-term, beneficial impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	BEN	Under RFDS 1, there would be indirect, short-term, beneficial impacts.	BEN	Under the Greenbelt Alternative, there would be indirect, short- and long-term, beneficial impacts.	BEN	Under the Landover Alternative, there would be indirect, short- and long-term, beneficial impacts.	BEN	Under the Springfield Alternative, there would be indirect, short- and long-term, beneficial impacts.
	ADV	Under RFDS 2, there would be indirect, short-term, adverse impacts.						
Taxes	N	Under the No-action Alternative, there would be no measurable impacts.	BEN	Under the No-action Alternative, there would be indirect, long-term, beneficial impacts.	N	Under the No-action Alternative, there would be measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	BEN	Under RFDS 1, there would be indirect, short- and long-term, beneficial impacts.	N	Under the Greenbelt Alternative, there would be no measurable impacts to property tax revenues.	BEN	Under the Landover Alternative, there would be indirect, short- and long-term, beneficial impacts to sales and income tax revenues.	BEN	Under the Springfield Alternative, there would be indirect, short- and long-term, beneficial impacts to sales and income tax revenues.
	BEN	Under RFDS 2, there would be indirect, short- and long-term, beneficial impacts	BEN	Under the Greenbelt Alternative, there would be indirect, long-term, beneficial impacts to sales and income tax revenues.	ADV	Under the Landover Alternative, there would be indirect, long-term, adverse impacts to property tax revenues.	N	Under the Springfield Alternative, there would be no measurable impacts to property tax revenues.
Schools and Community Services	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there is insufficient information available to determine impacts to community services. No measurable short-term impacts to schools. Insufficient information available to determine long-term impacts to schools.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there is insufficient information available to determine impacts to community services. No measurable impacts to schools.	N	Under the Greenbelt Alternative, there are no measurable impacts to schools in the Washington D.C. MSA. Insufficient information to determine impacts to schools in Prince George's County. No measurable short-term impacts to community services. Insufficient information to determine long-term impacts to community services.	N	Under the Landover Alternative, there is insufficient information available to determine impacts to community services. No measurable short-term impacts to schools. Insufficient information available to determine long-term impacts to schools.	N	Under the Springfield Alternative, there is insufficient information available to determine impacts to community services. No measurable short-term impacts to schools. Insufficient information available to determine long-term impacts to schools.
	N	Under RFDS 2, there is insufficient information available to determine impacts to community services. No measurable short-term impacts to schools. Insufficient information available to determine long-term impacts to schools.						

N	No Measurable Impact or Insufficient Information	ADV	Adverse Impact	MAJ ADV	Major Adverse (Significant) Impact	BEN	Beneficial Impact
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Table ES-3 Summary of Environmental Impacts (continued)

Resource Area	JEH RFDS		Greenbelt		Landover		Springfield	
Recreation and Other Community Facilities	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, insufficient information available to determine the impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there is insufficient information available to determine impacts to recreation and other community facilities	N	Under the Greenbelt Alternative, there is insufficient information available to determine impacts.	N	Under the Landover Alternative, there is insufficient information available to determine impacts.	N	Under the Springfield Alternative, there is insufficient information available to determine impacts.
	N	Under RFDS 2, there is insufficient information available to determine impacts to recreation and other community facilities						
Environmental Justice	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there would be no long-term adverse impacts to minority or low-income communities.	N	Under the Greenbelt Alternative, there would be no short- or long-term adverse impacts to minority or low-income communities.	N	Under the Landover Alternative, there would be no short- or long-term adverse impacts to minority or low-income communities.	N	Under the Springfield Alternative, there would be no short- or long-term adverse impacts to minority or low-income communities.
	N	Under RFDS 2, there would be no long-term adverse impacts to minority or low-income communities.						
Protection of Children	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, no mitigation of disproportionate and adverse impacts to children is required under EO 13045.	N	Under the Greenbelt Alternative, no mitigation of disproportionate and adverse impacts to children is required under EO 13045.	N	Under the Landover Alternative, no mitigation of disproportionate and adverse impacts to children is required under EO 13045.	N	Under the Springfield Alternative, no mitigation of disproportionate and adverse impacts to children is required under EO 13045.
	N	Under RFDS 2, no mitigation of disproportionate and adverse impacts to children is required under EO 13045.						

N	No Measurable Impact or Insufficient Information	ADV	Adverse Impact	MAJ ADV	Major Adverse (Significant) Impact	BEN	Beneficial Impact
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Table ES-3 Summary of Environmental Impacts (continued)

Resource Area	JEH RFDS		Greenbelt		Landover		Springfield	
Public Health and Safety/Hazardous Materials								
Public Health and Safety	ADV	Under the No-action Alternative, there would be indirect, long-term, adverse impacts.	ADV	Under the No-action Alternative, there would be indirect, short-term, adverse impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	BEN	Under RFDS 1, there would be indirect, long-term, beneficial impacts.	ADV	Under the Greenbelt Alternative, there would be direct, short-term, adverse impacts.	ADV	Under the Landover Alternative, there would be direct, short-term, adverse impacts.	ADV	Under the Springfield Alternative, there would be direct, short-term, adverse impacts.
	BEN	Under RFDS 2, there would be indirect, long-term, beneficial impacts.						
	ADV	Under RFDS 2, there would be indirect, short-term, adverse impacts.	BEN	Under the Greenbelt Alternative, there would be direct, long-term, beneficial impacts.	BEN	Under the Landover Alternative, there would be direct, long-term, beneficial impacts.		
Hazardous Materials	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	ADV	Under RFDS 1, there would be indirect, short-term, adverse impacts.	N	Under the Greenbelt Alternative, there would be no measurable impacts.	N	Under the Landover Alternative, there would be no measurable impacts.	BEN	Under the Springfield Alternative, there would be direct, long-term, beneficial impacts.
	BEN	Under RFDS 1, there would be indirect, long-term, beneficial impacts.						
	ADV	Under RFDS 2, there would be indirect, short-term, adverse impacts.						
	BEN	Under RFDS 2, there would be indirect, long-term, beneficial impacts.						

N	No Measurable Impact or Insufficient Information	ADV	Adverse Impact	MAJ ADV	Major Adverse (Significant) Impact	BEN	Beneficial Impact
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Table ES-3 Summary of Environmental Impacts (continued)

Resource Area	JEH RFDS		Greenbelt		Landover		Springfield	
Transportation								
Pedestrian Network	N	Under the No-action Alternative, there would be no measurable impacts.	BEN	Under the No-action Alternative, there would be indirect, long-term, beneficial impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	BEN	Under the No-action Alternative, there would be direct, long-term, beneficial impacts.
	N	Under RFDS 1, there would be no measurable impacts.	BEN	Under the Greenbelt Alternative, there would be direct, long-term, beneficial impacts.	BEN	Under the Landover Alternative, there would be direct, long-term, beneficial impacts.	BEN	Under the Springfield Alternative, there would be direct, long-term, beneficial impacts.
	BEN	Under RFDS 2, there would be indirect, long-term, beneficial impacts.						
Bicycle Network	N	Under the No-action Alternative, there would be no measurable impacts.	BEN	Under the No-action Alternative, there would be indirect, long-term, beneficial impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	BEN	Under the No-action Alternative, there would be direct, long-term, beneficial impacts.
	N	Under RFDS 1, there would be no measurable impacts.	N	Under the Greenbelt Alternative, there would be no measurable impacts.	ADV	Under the Landover Alternative, there would be direct, long-term, adverse impacts.	N	Under the Springfield Alternative, there would be no measurable impacts.
	N	Under RFDS 2, there would be no measurable impacts.						

N	No Measurable Impact or Insufficient Information	ADV	Adverse Impact	MAJ ADV	Major Adverse (Significant) Impact	BEN	Beneficial Impact
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Table ES-3 Summary of Environmental Impacts (continued)

Resource Area	JEH RFDS		Greenbelt	Landover		Springfield		
Public Transit	MAJ ADV	Under the No-action Alternative, there would be indirect, long-term, major adverse impacts.	N	Under the No-action Alternative, there would be no measurable impacts to public transit capacity.	ADV	Under the No-action Alternative, there would be direct, long-term, adverse impacts to public transit capacity.	N	Under the No-action Alternative, there would be no measurable impacts.
			MAJ ADV	Under the No-action Alternative, there would be indirect, long-term, major adverse impacts to bus operations.	MAJ ADV	Under the No-action Alternative, there would be direct, long-term, major adverse impacts to bus operations.		
	N	Under RFDS 1, there would be no measurable impacts; the long-term major adverse impacts under the No-action would continue.	N	Under the Greenbelt Alternative, there would be no measurable impacts to public transit capacity.	ADV	Under the Landover Alternative, there would be direct, long-term, adverse impacts to public transit capacity and direct, short-term adverse impacts to bus operations.	N	Under the Springfield Alternative, there would be no measurable impacts to public transit capacity.
	ADV	Under RFDS 2, there would be indirect, short-term, adverse impacts; the long-term major adverse impacts under the No-action would continue.	MAJ ADV	Under the Greenbelt Alternative, there would be direct, long-term, major adverse impacts to bus operations.	MAJ ADV	Under the Landover Alternative, there would be direct, long-term, major adverse impacts to bus operations.	ADV	Under the Springfield Alternative, there would be direct, short- and long-term, adverse impacts to bus operations.
BEN					Under the Landover Alternative, there would be direct, long-term, beneficial impacts for FBI employees due to shuttles.			
Parking	BEN	Under the No-action Alternative, there would be indirect, long-term, beneficial impacts.	BEN	Under the No-action Alternative, there would be indirect, long-term, beneficial impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	BEN	Under the No-action Alternative, there would be direct, long-term, beneficial impacts.
	ADV	Under RFDS 1, there would be indirect, short-term, adverse impacts.	N	Under the Greenbelt Alternative, there would be no measurable impacts.	N	Under the Landover Alternative, there would be no measurable impacts.	N	Under the Springfield Alternative, there would be no measurable impacts.
	BEN	Under RFDS 2, there would be indirect, long-term, beneficial impacts.						
	ADV	Under RFDS 2, there would be indirect, short-term, adverse impacts.						

N	No Measurable Impact or Insufficient Information	ADV	Adverse Impact	MAJ ADV	Major Adverse (Significant) Impact	BEN	Beneficial Impact
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Table ES-3 Summary of Environmental Impacts (continued)

Resource Area	JEH RFDS		Greenbelt		Landover		Springfield	
Truck Access	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	BEN	Under the No-action Alternative, there would be direct, long-term, beneficial impacts.
	N	Under RFDS 1, there would be no measurable impacts.	N	Under the Greenbelt Alternative, there would be no measurable impacts.	N	Under the Landover Alternative, there would be no measurable impacts.	N	Under the Springfield Alternative, there would be no measurable impacts.
	ADV	Under RFDS 2, there would be indirect, short-term, adverse impacts.						
	N	Under RFDS 2, there is insufficient information to evaluate long-term impacts.						
Traffic Analysis	ADV	Under the No-action Alternative, there would be indirect, long-term, adverse impacts.	MAJ ADV	Under the No-action Alternative, there would be indirect, long-term, major adverse impacts.	MAJ ADV	Under the No-action Alternative, there would be direct, long-term, major adverse impacts to corridors.	ADV	Under the No-action Alternative, there would be direct, long-term, adverse impacts to intersections..
			ADV	Under the No-action Alternative, there would be indirect, long-term, adverse impacts to intersections.	ADV	Under the No-action Alternative, there would be direct, long-term, adverse impacts to intersections.		
	ADV	Under RFDS 1, there would be indirect, short- and long-term, adverse impacts.	MAJ ADV	Under the Greenbelt Alternative, there would be direct, long-term, major adverse impacts.	MAJ ADV	Under the Landover Alternative, there would be direct, short-term, major adverse impacts, and direct, long-term, major adverse impacts to corridors.	MAJ ADV	Under the Springfield Alternative, there would be direct, long-term, major adverse impacts to corridors.
	ADV	Under RFDS 2, there would be indirect, short- and long-term, adverse impacts.	ADV	Under the Greenbelt Alternative, there would be direct, long-term, adverse impacts to traffic at intersections; direct, short-term, adverse impacts during construction.	ADV	Under the Landover Alternative, there would be direct, long-term, adverse impacts to intersections.	ADV	Under the Springfield Alternative, there would be direct, short-term, adverse impacts, and direct, long-term, adverse impacts to intersections.

N	No Measurable Impact or Insufficient Information	ADV	Adverse Impact	MAJ ADV	Major Adverse (Significant) Impact	BEN	Beneficial Impact
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Table ES-3 Summary of Environmental Impacts (continued)

Resource Area	JEH RFDS		Greenbelt	Landover	Springfield	
Greenhouse Gas Emissions and Air Quality						
Global Climate Change/ Greenhouse Gases	N	Under the No-action Alternative, there would be no measurable impacts.	ADV	Under the No-action Alternative, there would be indirect, long-term, adverse impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there is insufficient information.	ADV	Under the Greenbelt Alternative, there would be direct, long-term, adverse impacts.	ADV	Under the Landover Alternative, there would be direct, long-term, adverse impacts.
	N	Under RFDS 2, there is insufficient information.				
Air Quality	N	Under the No-action Alternative, there would be no measurable impacts.	ADV	Under the No-action Alternative there would be indirect, short- and long-term, adverse impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	ADV	Under RFDS 1, there would be indirect, short- and long-term adverse impacts.	ADV	Under the Greenbelt Alternative, there would be direct, short- and long-term, adverse impacts.	MAJ ADV	Under the Landover Alternative, there would be direct, short-term, major adverse impacts.
	ADV	Under RFDS 2, there would be indirect, short- and long-term adverse impacts.			ADV	Under the Landover Alternative, there would be direct, long-term, adverse impacts.
Noise						
Noise	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under the RFDS 1, there would be no measurable impacts.	N	Under the Greenbelt Alternative, there would be no measurable impacts.	ADV	Under the Landover Alternative, there would be direct, short-term, adverse impacts.
	ADV	Under RFDS 2, there would be indirect, short- and long-term, adverse impacts.				

N	No Measurable Impact or Insufficient Information	ADV	Adverse Impact	MAJ ADV	Major Adverse (Significant) Impact	BEN	Beneficial Impact
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Table ES-3 Summary of Environmental Impacts (continued)

Resource Area	JEH RFDS		Greenbelt		Landover		Springfield	
Infrastructure and Utilities								
Water Supply	N	Under the No-action Alternative, there would be no measurable impacts.	ADV	Under the No-action Alternative, there would be indirect, short-term, adverse impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
			BEN	Under the No-action Alternative, there would be indirect, long-term, beneficial impacts.				
	N	Under RFDS 1, there would be no measurable impacts.	N	Under the Greenbelt Alternative, there would be no measurable impacts.	N	Under the Landover Alternative, there would be no measurable impacts.	N	Under the Springfield Alternative, there would be no measurable impacts.
N	Under RFDS 2, there would be no measurable impacts.							
Wastewater Collection and Treatment	N	Under the No-action Alternative, there would be no measurable impacts.	ADV	Under the No-action Alternative, there would be indirect, short-term, adverse impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there would be no measurable impacts.	N	Under the Greenbelt Alternative, there would be no measurable impacts.	ADV	Under the Landover Alternative, there would be direct, short-term, adverse impacts.	N	Under the Springfield Alternative, there would be no measurable impacts.
	N	Under RFDS 2, there would be no measurable impacts.						
Electric Power	N	Under the No-action Alternative, there would be no measurable impacts.	ADV	Under the No-action Alternative, there would be indirect, short-term, adverse impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there would be no measurable impacts.	ADV	Under the Greenbelt Alternative, there would be indirect, short-term, adverse impacts.	ADV	Under the Landover Alternative, there would be direct, short-term, adverse impacts.	ADV	Under the Springfield Alternative, there would be direct, short-term, adverse impacts.
	N	Under RFDS 2, there would be no measurable impacts.						
Natural Gas	N	Under the No-action Alternative, there would be no measurable impacts.	ADV	Under the No-action Alternative, there would be indirect, short-term, adverse impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there would be no measurable impacts.	MAJ ADV	Under the Greenbelt Alternative, there would be direct, short-term, major adverse impacts.	N	Under the Landover Alternative, there would be no measurable impacts.	N	Under the Springfield Alternative, there would be no measurable impacts.
	N	Under RFDS 2, there would be no measurable impacts.						

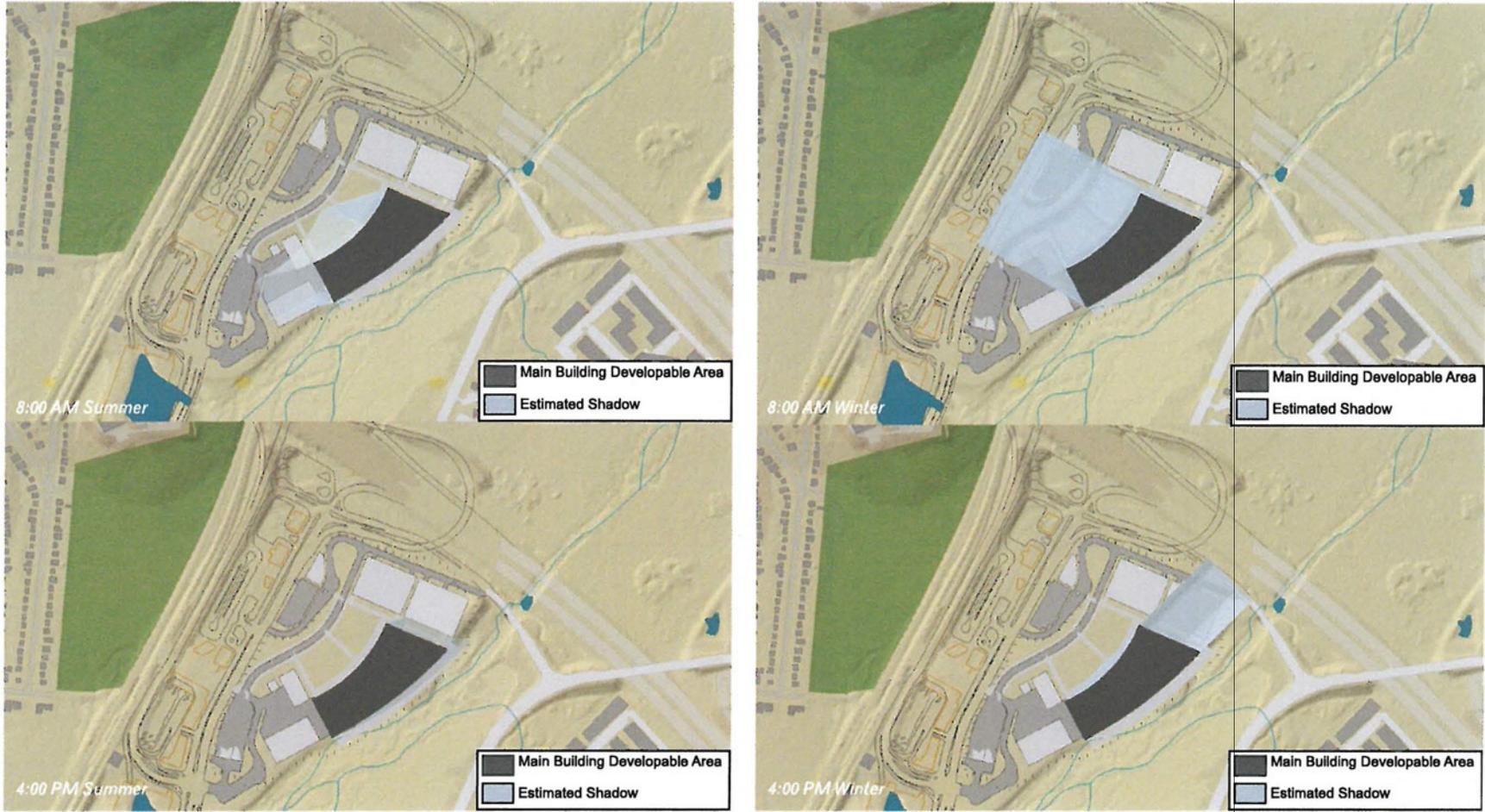
N	No Measurable Impact or Insufficient Information	ADV	Adverse Impact	MAJ ADV	Major Adverse (Significant) Impact	BEN	Beneficial Impact
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Table ES-3 Summary of Environmental Impacts (continued)

Resource Area	JEH RFDS		Greenbelt		Landover		Springfield	
Telecommunications	N	Under the No-action Alternative, there would be no measurable impacts.	ADV	Under the No-action Alternative, there would be indirect, short-term, adverse impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there would be no measurable impacts.	ADV	Under the Greenbelt Alternative, there would be direct, short-term, adverse impacts.	ADV	Under the Landover Alternative, there would be direct, short-term, adverse impacts.	N	Under the Springfield Alternative, there would be no measurable impacts.
	N	Under RFDS 2, there would be no measurable impacts.						
Stormwater Management	N	Under the No-action Alternative, there would be no measurable impacts.	BEN	Under the No-action Alternative, there would be indirect, long-term, beneficial impacts.	N	Under the No-action Alternative, there would be no measurable impacts.	N	Under the No-action Alternative, there would be no measurable impacts.
	N	Under RFDS 1, there would be no measurable impacts.	BEN	Under the Greenbelt Alternative, there would be direct, long-term, beneficial impacts.	BEN	Under the Landover Alternative, there would be direct, long-term, beneficial impacts.	BEN	Under the Springfield Alternative, there would be direct, long-term, beneficial impacts.
	BEN	Under RFDS 2, there would be indirect, long-term, beneficial impacts.						

N	No Measurable Impact or Insufficient Information	ADV	Adverse Impact	MAJ ADV	Major Adverse (Significant) Impact	BEN	Beneficial Impact
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Figure 5-35: Greenbelt Shadow Analysis



Appendix C1
Greenbelt Site Transportation Agreement

Federal Bureau of Investigation Headquarters Consolidation
Draft Transportation Impact Assessment
Greenbelt Site Alternative

Prepared by



Louis Berger

for



October 2015

**FBI Headquarters Consolidation Project
Proposed Methods for Modeling Transportation Impacts at Greenbelt Site
(Greenbelt Site Transportation Agreement)**

Trip Generation

Table C1-1: Future Site Trip Generation

Source	Independent Variable	Time Period	IN	OUT	TOTAL
JEH Surveys	11,055 employees	AM Peak Hour	2,982	224	3,206
		PM Peak Hour	149	2,825	2,974

Trip Generation Rates: 29.0% during AM and 26.90% during PM (maximum of three day survey)
Peak hour entering/exiting percentages: AM – 93% / 7%, PM – 5% / 95%

Trip Distribution

Trip generation rates are shown in the table below and represent a blend between FBI zip code data and MWCOG trip tables.

Table C1-2: Future Site Trip Distribution

Roadways Serving Study Area	Percent Distribution	AM Peak Hour (vehicle trips)	PM Peak Hour (vehicle trips)
I-95/I-495 North of Site	38.0%	364	329
I-95/I-495 South of Site	40.0%	384	346
MD 201 North of Site	3.0%	29	26
MD 201 South of Site	2.0%	19	17
MD 193 East of Site	4.0%	38	35
MD 193 West of Site	5.0%	48	43
U.S. Route 1 North of Site	8.0%	77	69
TOTAL	100%	959	865

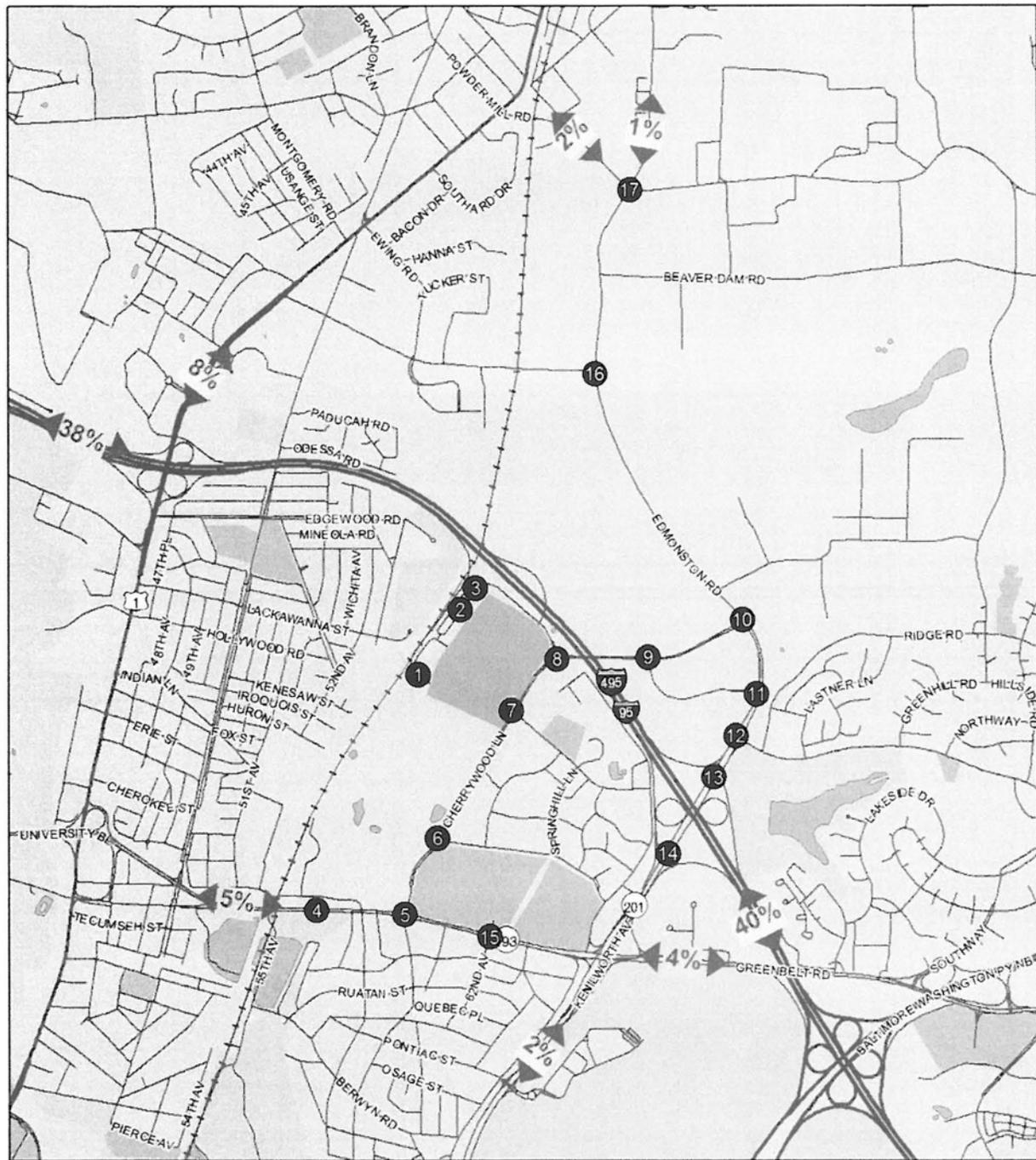
Study Area

The study area will comprise the 17 intersections as shown in the map on Figure C1-1.

An analysis of the Merge/Diverge/Weaves along I-95 / I-495 for the existing/proposed ramps that would serve proposed FBI vehicle trips would include the following locations:

- I-95 southbound to Greenbelt Station (diverge) – AM only
- I-95 northbound to Greenbelt Station (weave) – AM only
- Greenbelt Station to I-95 northbound (weave) – PM only
- Greenbelt Station to I-95 southbound (weave) – PM only

Figure C1-1: Study Area Intersections



Proposed Study Intersections and Distributions

- Proposed Site
- Proposed Study Intersection



0 1,050 2,100 4,200

Feet

1 inch = 2,133 feet

Sources
 ESRI (2013), GSA (2013), DC GIS (2013)

Modal Split

Table C1-3: Modal Split for FBI Consolidation at Greenbelt Site

Mode	FBI Development Percent by Mode	FBI Number of Trips by Mode
Single-Occupancy Vehicles (SOV)	29.67	3,280
Carpool/ Vanpool	11%	405 trips (1,216 persons)
Bicycle	2%	221
Walk	1%	110
Commuter Bus	3%	11 trips (332 persons)
Local Bus	6%	663
Metrorail / Commuter Rail	47.33	5233
Telework / Compressed Work Schedules	0%	0
TOTAL	100%	11,055

*Assumes an average of three passengers per carpool

Analysis Years

- Existing Condition – 2014
- No-build – 2022
- Build – 2022

Analysis Methods

Synchro/SimTraffic – Intersections

Critical Lane Volume - Intersections

Highway Capacity Software – Highway Facilities

- If LOS D or better for Build Condition only, then no further study required.
- If LOS E or F and less than 5 percent increase in vehicle density when compared to No-build Condition, then no further study required.

TransModeler – AM peak hour inbound gate queue analysis

Background Growth

According to MWCOG model comparison between 2010 and 2025 models, there will be an average of 0.45 percent per year growth on I-95, a 0.6 percent per year growth on MD 201, a 0.5 percent per year growth on Cherrywood Lane, and a zero percent per year growth on MD 193.

According to the historic AADTs maintained by Maryland SHA, all non-interstates had negative trends.

GSA recommends 0.33 percent per year growth rate for all roadways.

Planned Developments

The following developments will be considered part of the No-build Condition:

- North Core
- South Core
- Capital Investment Park

Planned Roadway Improvements

The following planned roadway improvements will be considered part of the No-build Condition:

- New roadways as designed by developer covering the North Core development area
- New ramps between the North Core development and I-95 southbound
- New signalized intersection along MD 193 and South Core driveway
- Cherrywood Lane reduced to one lane in each direction between Metro Access Drive and MD 193

Table 5-49: Greenbelt Alternative Recommended Mitigation Measures

Map ID	Location	Mitigation	Strip Land Taking (Approximate Linear Feet)
A	Edmonston Road (MD 201) and Powder Mill Road	<ul style="list-style-type: none"> For the Edmonston Road northbound approach, create a new 400-foot left-turn lane and lengthen the right turn-lane by 50 feet resulting in a 325-foot right-turn lane, resulting in two left-turn lanes, one through lane, and one right-turn lane. Extend the existing northbound left-turn lane back to the previous intersection at Sunnyside Avenue resulting in widening the northbound direction by one lane. Add a second departing lane totaling approximately 700 feet along westbound Powder Mill Road resulting in two westbound travel lanes for 700 feet. Optimize the traffic signal for AM and PM peak periods. 	3,100
B	Edmonston Road (MD 201) and Sunnyside Avenue	<ul style="list-style-type: none"> For the Edmonston Road northbound approach, create a new through lane extending back 450 feet to match the left-turn lane distance resulting in one left-turn lane and two through lanes. For the Edmonston Road southbound approach, create a new through lane extending back 600 feet resulting in two through lanes and one right-turn lane. Add a second departing lane totaling approximately 1,500 feet along southbound Edmonston Road resulting in two southbound travel lanes for 1,500 feet. Optimize the traffic signal for AM and PM peak periods. 	2,550
C	Greenbelt Road (MD 193) and Cherrywood Lane/60th Avenue	<ul style="list-style-type: none"> For the 60th Avenue northbound approach, create a new 120-foot lane resulting in one left-turn lane and one shared through/right turn lane. Optimize the traffic signal for AM and PM peak periods and coordinate timings with nearby key intersections for AM and PM peak periods. 	None
D	Greenbelt Road (MD 193) and Greenbelt Station Parkway	<ul style="list-style-type: none"> Coordinate timings with nearby key intersections for the AM peak hour. 	None
E	Greenbelt Station Parkway and WMATA Garage	<ul style="list-style-type: none"> Optimize the traffic signal for AM and PM peak periods and coordinate timings with nearby key intersections for AM and PM peak periods. 	None
F	Greenbelt Station Parkway and I-95/I-495 off-ramp/Site South Access	<ul style="list-style-type: none"> For the Greenbelt Metro Station Kiss & Ride approach, revise the planned roadway improvement design to include a second lane totaling 200 feet (50 feet more if space exists). Optimize the traffic signal for AM and PM peak periods and coordinate timings with nearby key intersections for AM and PM peak periods. 	None
G	Greenbelt Station Parkway and North Core Mixed Use/Site Northwest Access	<ul style="list-style-type: none"> Optimize the traffic signal for AM and PM peak periods and coordinate timings with nearby key intersections for AM and PM peak periods. 	None
H	Greenbelt Station Parkway and Greenbelt Metro Drive	<ul style="list-style-type: none"> Optimize the traffic signal for AM and PM peak periods and coordinate timings with nearby key intersections for AM and PM peak periods. 	None
I	Greenbelt Metro Drive and Site North Access	<ul style="list-style-type: none"> Install a traffic signal. Add a second departing lane approximately 500 feet along westbound Greenbelt Metro Drive connecting into the left-turn lane at the next intersection. Optimize the traffic signal for AM and PM peak periods. 	None
J	I-95/I-495 Off-ramp from the Interstate to Greenbelt Station Parkway	<ul style="list-style-type: none"> Revise the planned roadway improvement design to stripe the exit ramp for the right lane to lead directly into the WMATA Garage, the center lane to lead to the right lane at the Greenbelt Station Parkway intersection, and the left lane to service the Kiss & Ride and center and left lanes at the Greenbelt Station Parkway intersection. 	None

4

Approval of an Agreement between the City of College Park and UMCPF Property IV-A LLC for parking enforcement

MEMORANDUM

To: Mayor and Council

From: Suellen M. Ferguson, City Attorney

CC: Scott Somers, City Manager

Date: November 25, 2015

Re: License Agreement to operate, manage, supervise, and exercise jurisdiction and control over parking operations at the Little Tavern Lot

ISSUE:

The City has entered into agreements with private property owners to manage parking through installation of meters or stations at various parking lots in the City. The University of Maryland Foundation, which has recently acquired and reconstructed the lot at the site formerly occupied by the Little Tavern, has requested an agreement with the City.

SUMMARY:

Attached is a proposed license agreement with UMCPF PROPERTY IV-A, LLC, which is affiliated with the University of Maryland Foundation. Under the license, the City agrees to install a small number of meters at this location (5) and to monitor and enforce parking on the lot, which includes ticketing and towing. No maintenance or repair of the lot is involved. The attached is a standard agreement with the City, and will control a lot where parking is currently not enforced and is not well controlled, creating a hazard.

RECOMMENDATION:

That the Mayor and Council approve an agreement with UMCPF PROPERTY IV-A, LLC to exercise jurisdiction and control over parking operations at the Little Tavern lot.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“License”) is made this ____ day of _____, 2015, by and between UMCPF PROPERTY IV-A, LLC, a Maryland limited liability company registered in the State of Maryland (herein referred to as the “Owner”), and the CITY OF COLLEGE PARK, a municipal corporation of the State of Maryland (herein referred to as the “City”).

WHEREAS, the Owner is currently owner of the following described property (“Property”), located at the intersection of Baltimore Avenue and Lehigh Road, and in part referenced as 7413 Baltimore Avenue, College Park, MD 20740:

Being that part of Lots Numbered 13, 14 and 15, in Block numbered 1 of “Hannah L. Kelly’s Subdivision of Blocks 12 and 28, Johnson and Curriden’s Subdivision, College Park”, Prince George’s County, Maryland, with Tax Account Numbers 21-2298586 and 21-2298594, and recorded in the Land Records of Prince George’s County, Maryland in Plat Book A as Plat Book No.49 and at Liber 36639, folio 00100; and

WHEREAS the City wishes to obtain from the Owner a License to operate, manage, supervise, and exercise jurisdiction and control over, all parking operations on the Property and to operate parking meters for approximately five (5) ± spaces on the Property, for a period of five (5) years on certain terms and conditions; and

WHEREAS the Owner is willing to grant a License to the Property to the City for the purposes and upon the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the sum of \$1.00 and the mutual covenants among the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby License to the City for the purposes and on the conditions set forth herein the above described Property:

1. The City does hereby accept exclusive license, privilege and jurisdiction to operate, manage, supervise, maintain, control and enforce all parking operations on the Property, and to install, operate, manage, supervise, maintain and enforce five (5) parking meters and related signs on the Property, and is vested with full right and authority through its agents, servants, employees and officials to enter onto the Property at any time during the term of this License for these purposes. Meter charges will be consistent with rates charged by the City from time to time on other parking lots operated by the City. The City will monitor and enforce parking restrictions on the Property on days and during hours that are consistent with other parking enforcement by the City. The City, its agents, servants, employees and officials shall have the right of entry onto the Property for the purposes stated in this License.

2. In consideration of the services provided in paragraph 1 above, during any term of this License until terminated by either party as set out in paragraph 4, the City is authorized to maintain the meters and associated signs for the said five (5) parking spaces and the revenues from said meters shall be the sole property of the City. The City may enforce compliance of parking operations by issuance of traffic citations and towing, as authorized by City and State law, and is vested with full right and authority through its agents, servants, employees and officials to enter onto the Property at any time during the term of this License for this purpose. The City shall have the right to install and maintain any signage required to exercise its enforcement obligations under this License.

3. Owner shall be responsible at its own expense for the maintenance of the Property, removal of trash and debris, and removal of ice and snow. Owner shall mark the five parking spaces with striping and re-stripe when necessary. Owner shall mark

those areas on the lot where parking is prohibited and shall re-mark when necessary. Owner shall mark the space in front of the dumpster area with striping and the words “Towing Enforced” and shall remark this as necessary.

4. The term shall be for five years, beginning on the date of this License. The License shall be automatically renewed for terms of five years in consideration of rent of One Dollar (\$1.00) per term, provided that at any time, this License may be terminated by either party upon sixty (60) days written notice to the other party. Notice of termination shall be given as provided in Paragraph 6 of this License.

5. In the event of a termination by the Owner, the City agrees at its expense to remove all parking meter heads and poles and parking signs, within thirty (30) days of receipt of written notice of termination and repair all damage caused by such removal within thirty (30) days of removal. Time is of the essence to this License. The City agrees that, once the sixty (60) day period has elapsed after proper notice, it has no further possessory interest of any nature with respect to control of parking operations or the five (5) parking meters, nor any other rights under this License that would prevent Owner from taking full possession of its property.

6. All notices shall be sufficient if delivered in person, by email or overnight express mail or sent by certified mail to the parties at the following addresses:

City:
Scott Somers
City Manager
4500 Knox Road
College Park, MD 20740
ssomers@collegetparkmd.gov

Owner
UMCPF Property IV-A, LLC
c/o University of Maryland College Park Foundation

4603 Calvert Road
College Park, MD 20740
mking8@umd.edu

7. Subject to and without waiving common law and other governmental immunities and the provisions §5-301 *et seq.*, Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, the City shall and hereby does indemnify, defend and save the Owner, its heirs, personal representatives, successors and assigns, harmless, to the extent permitted by law, against, of and from any and all suits, causes of action, damages, judgments, expenses (including also court costs and reasonable attorneys' fees), liability, fines, prosecutions, cross-claims, counterclaims and claims of any nature whatsoever, arising out of or resulting from any acts, omissions, negligence, death or injury to person(s), loss of and damage to property, and other actions of any kind by or caused in whole or in part by the City, its agents, employees, personnel, in, on, about adjoining the Property in any way related to this License. The Owner shall and hereby does indemnify, defend and save the City harmless against, of and from any and all suits, causes of action, damages, judgments, expenses (including also court costs and reasonable attorneys' fees), liability, fines, prosecutions, cross-claims, counterclaims and claims of any nature whatsoever, arising out of or resulting from any acts, omissions, negligence, death or injury to person(s), loss of and damage to property, and other actions of any kind by or caused in whole or in part by the Owner, its agents, employees, personnel, in, on, about, or adjoining the Property in any way related to this License.

8. The City shall provide proof of adequate comprehensive general liability insurance (bodily injury - \$1,000,000.00 for each occurrence/aggregate; property damage - \$500,000.00 for each occurrence/aggregate) and automobile insurance (death or injury-

\$1,000,000.00 for each occurrence/ aggregate; property damage - \$500,000.00 for each occurrence/aggregate.) The City shall name the Owner as an additional insured on said policies of insurance, and shall provide Certificates of Insurance to the Owner upon request.

9. The City may not assign the license interest or any rights created under this License without the written consent of the Owner, it being the express intention and purpose of this License that the City, through its agents, servants and employees, may have the right to enter upon the Property at all times and to regulate vehicular parking and traffic and all persons using the Property in the same manner and with the same authority that it could regulate the use of any City property or right of way, and that this License shall constitute the necessary license from the Owner of the Property to permit such regulation by the City.

10. The signatories hereto represent that they have the authority to execute this document in the capacity noted herein and to bind the parties hereto. This License shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

11. This License shall not be assigned by Owner except as may be agreed upon and authorized in writing by the City, which agreement shall not be unreasonably withheld, conditioned or delayed.

12. This License contains the entire understanding between the parties, and any additions or modifications hereto may only be made in writing, executed by both parties.

13. This License shall be interpreted in accordance with the laws of the State of Maryland without regard to its conflict of law provisions.

14. This License shall be construed according to the plain meaning of its terms without regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

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

WITNESS the execution hereof by the parties as of the date first above written.

WITNESS

UMCPF PROPERTY IV-A, LLC

By: _____
Michael King
Vice President, Chief Financial Officer
& Treasurer

WITNESS

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Suellen M. Ferguson, City Attorney