



TUESDAY, FEBRUARY 3, 2015
(COUNCIL CHAMBERS)

7:00 P.M. WORKSESSION *Note Early Start Time

COLLEGE PARK MISSION STATEMENT

The City of College Park encourages broad community involvement and collaboration, and is committed to enhancing the quality of life for everyone who lives, raises a family, visits, works, and learns in the City; and operating a government that delivers excellent services, is open and responsive to the needs of the community, and balances the interests of all residents and visitors.

CITY MANAGER'S REPORT

PROPOSED ITEMS TO GO DIRECTLY TO NEXT WEEK'S AGENDA

PROPOSED CONSENT AGENDA ITEMS

WORKSESSION DISCUSSION ITEMS

1. Discussion with PEPCO about tree trimming for service reliability
2. Mother's Day 5K Sponsorship – Bob Ryan, Director of Public Services; Mark Shroder and Nick Brennan
3. Annual review of liquor licenses for establishments in the City – Bob Ryan, Director of Public Services
4. Request by Wood Partners for amendment to the Declaration of Covenants for 4700 Berwyn House Road – Suellen Ferguson, City Attorney
5. Annual Economic Development Report – Michael Stiefvater, Economic Development Coordinator (Report provided separately)
6. Review of the City's Revitalization Tax Credit Program – Terry Schum, Director of Planning
7. Legislative Update (***Possible Special Session***) – Bill Gardiner, Assistant City Manager

8. Resolution to approve settlement agreement with Comcast / City position on Time Warner Comcast merger – Suellen Ferguson, City Attorney (Confidential memo provided separately.)
9. Letters of appreciation to President Loh for University of Maryland support, and to the M-NCPPC for their support, of the City's Dr. Martin Luther King, Jr. Tribute – Councilmember Dennis (draft letters will be provided in red folder on Tuesday)
10. Attendance at FY '15 unbudgeted conferences AND Discussion of FY '16 conference attendance
11. Appointments to Boards and Committees

COUNCIL COMMENTS

INFORMATION/STATUS REPORTS FOR COUNCIL REVIEW ONLY

12. Information Report: March 10 Appointment of the Board of Election Supervisors – Janeen S. Miller, City Clerk
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This agenda is subject to change. For current information, please contact the City Clerk. In accordance with the Americans With Disabilities Act, if you need special assistance, you may contact the City Clerk's Office at 240-487-3501 and describe the assistance that is necessary.

1

Discussion with PEPCO about tree trimming for service reliability



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Nagro
Gardiner
Alexander~~

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City of College Park
Administration Office

November 26, 2014

The Honorable Andrew M. Fellows
Mayor
City of College Park
4500 Knox Road
College Park, Maryland 20740

Dear Mayor Fellows:

Pepco is committed to enhancing reliability and is currently executing the most comprehensive reliability plan in our history. One important component of Pepco's Reliability Enhancement Plan is to keep trees pruned a safe distance from power lines and other equipment, because power outages are often caused by tree branches falling onto power lines. Our vegetation management program includes routine pruning, storm hardening, maintenance and transmission rights-of-way work.

The Maryland Public Service Commission approved Service Quality and Reliability Standards (RM43) that establish requirements for managing vegetation around power lines and other electric utility equipment. In compliance with these regulations, I want to let you know that, in approximately two months, Vegetation Management personnel and qualified tree clearance contractors will commence cyclical tree clearance in the vicinity of overhead feeders in your community as part of our vegetation management program and RM43.

Since Pepco announced its Reliability Enhancement Plan in 2010, our crews have been working hard to upgrade priority feeders, replace aging infrastructure, install advanced technology, prepare for system growth and manage vegetation – and we are seeing positive results. However, there is still work to be done, and we appreciate our partnership with municipalities as we continue to make improvements.

If you or your designee would like to discuss Pepco's vegetation management plans, please do not hesitate to contact us. In addition, if you would prefer that future vegetation management communications be sent to a member of your staff, please provide that person's name, title, phone number and email address.

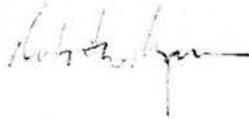
Best regards,


Jerry Pasternak
Vice President Pepco Region

2

Request for Mother's Day 5K Sponsorship

MEMORANDUM

TO: Mayor and City Council
THROUGH: Joseph Nagro, City Manager
FROM: Robert W. Ryan, Public Services Director 
DATE: January 30, 2015
SUBJECT: Mothers Day 5K Run

ISSUE

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

SUMMARY

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

RECOMMENDATION

Council Members should discuss this proposed event, decide if the City will co-sponsor it, or not, and discuss any concerns with Mr. Shroder, Ms. Homer and Mr. Brennan

Attachments:

Attachment 1: College Park Community Foundation 5K Proposal



2015 Mother's Day College Park 5k

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

About the Race:

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

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

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

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

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

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

Participation & Budget:

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

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

Below is the proposed budget:

INCOME	
Registration	
<i>Early Bird</i>	\$500.00
<i>Regular</i>	\$1,625.00
<i>Family</i>	\$450.00
<i>Onsite</i>	\$450.00
Sponsorships	\$1,500.00
	\$4,525.00

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

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

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

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

THANK YOU!

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

3

Review of Liquor Licenses

4. The following are two Class B, ECF licenses (Education Conference Facility): On Sale, seven (7) days for sale of beer and light wine; On Sale, six (6) days for beer, wine and liquor; Special Sunday Sale Permit required for On Sale consumption of liquor), which expire on May 31, 2015:

Inn and Conference Center - University of Maryland University College Center of Adult Education - (Class B Education Facility - On Sale only, beer, wine and liquor)

Dining Services, University of Maryland - (Class B - On Sale, campus only, beer, wine, and liquor)

5. The following is a list of Class B Beer and Wine Only licenses (On Sale, seven (7) days), which expire on May 31, 2015:

Hanami Japanese Restaurant*

Pizza Autentica*

Ratsie's*

Shanghai Tokyo Café*

The Board and Brew*

6. The following is the City's only Class BH, Beer Wine and Liquor license (Hotel, On Sale, seven (7) days), which expires on May 31, 2015:

Moose Creek Steakhouse*

7. The following is a list of BLX Luxury alcoholic beverage licenses (On Sale only, seven (7) days for sale of beer and light wine, six (6) days for sale of alcohol over 14% by volume), which expire on May 31, 2015:

Applebee's*

Azteca Bar and Grill*

Buffalo Wild Wings*

Kangnam BBQ*

Ledo Restaurant*

Terrapins Turf*

Looney's Pub at College Park*

8. The following is a list of Class C Beer, Wine and Liquor Club Category licenses (On Sale, seven (7) days, limited to members and their guests, except in the case of a Country Club - the word customer is used), which expire on June 30, 2015:

American Legion Post #217

V.F.W. #5627

University of Maryland Golf Course (Mulligan's)

University of Maryland Alumni Association – Samuel Riggs IV Center (Fraternal)

9. The following is a list of Class D alcoholic beverage licenses (On and Off Sale, seven (7) days), which expire on June 30, 2015:

College Park Concessions (Bowling Alley)

Plato's Diner*
Shoppers Food Warehouse*

10. The following is a list of Class D Beer and Wine license (On Sale only, seven (7) days), which will expire on June 30, 2014:

Mamma Lucia's*

Department staff has attempted to review the establishments' current status regarding violations of regulations of the Board of License Commissioners, the Prince George's County Fire/EMS Department, the Prince George's County Health Department, Prince George's County Police, and City citations. Any significant outstanding violations or issues known to us at this time are noted on the attached Liquor License Renewal Data Spreadsheet. Any information provided by other agencies after the date of this memo will be reported during the work session.

The Mayor and City Council historically took the opportunity presented by the annual renewal of liquor licenses to discuss compliance with the Property Use Agreement (PUA) contracts which establishments have with the City. This has not been the case since 2004. It was determined that the BOLC did not consider breach of the City's PUA contract to be sufficient to deny approval of a license renewal. The Mayor and City Council then decided to separate these discussions; to preserve their right to protest the renewal of liquor licenses based on criminal and regulatory law compliance; and to review compliance with PUA contracts separately from liquor license renewal. Now, Public Services staff reviews PUA compliance annually. Non-compliance is usually determined by staff investigation of a complaint or observation of a non-compliance issue by staff. There is no code enforcement procedure involved as PUA issues are contractual, not statutory. The City Manager and City Attorney are notified when breach of PUA terms is suspected. When voluntary compliance cannot be obtained for an egregious breach of a PUA issue, such as failure to install fire sprinklers, the City Attorney briefs the Council and they decide appropriate legal action.

RECOMMENDATION

It is anticipated that Prince George's County and University of Maryland Police may provide information relevant to incidents at one local business, Terrapins Turf. The proprietors and police have been invited to the work session to discuss these incidents and action taken to prevent future incidents. Council may consider that information and decide to object to that renewal, or not.

- Attachments:
1. BOLC Official Notice
 2. BOLC Classes of Licenses and Descriptions of Class of Licenses
 3. Liquor License Renewal Data Spreadsheet
 4. Terrapins Turf Property Use Agreement

OFFICIAL NOTICE

Pursuant to Section 10-302 of Article 2B of the Annotated Code of Maryland, Notice is hereby given that all alcoholic beverage licenses in Prince George's County will expire as follows:

Class A, Licenses expire on April 30th

Class B, Licenses expire on May 31st

Class C, Licenses expire on June 30th

Class D, Licenses expire on June 30th

In order to process a protest against the granting of the 2015 - 2016 License Renewal, a protest notice must be submitted to the Board of License Commissioners no later than March 1, 2015.

Protest of a renewal shall be filed on or before March 1, 2015 at the Board of License Commissioners, 5012 Rhode Island Avenue, Hyattsville, Maryland 20781.

Should you have any questions, please contact the Board's Office at 301-699-2770.

BOARD OF LICENSE COMMISSIONERS
(LIQUOR CONTROL BOARD)
FRANKLIN D. JACKSON, CHAIRMAN
SHAIHI MWALIMU, VICE CHAIRMAN
CHARLES W. CALDWELL, III, COMMISSIONER
EARL J. HOWARD, COMMISSIONER

Attest:

Diane M. Bryant

Administrative Assistant

November 5, 2014

CLASSES OF LICENSES:

Class A License	Off Sale only, six (6) days a week; No sales of alcoholic beverages on Sunday
Class B License	On Sale seven (7) days for sale of beer and wine, six (6) days for sale of alcohol over 15.5% by volume – on sale only if issued after 1996
Class C License	On Sale only, seven (7) days
Class D License	On and Off Sale, seven (7) days – on sale only if issued after 1996

DESCRIPTION OF CLASS OF LICENSES AND HOURS OF SALES

Class A, Beer	Hours of off sale service are 6:00 a.m. to 12:00 midnight, six (6) days a week, Off Sale only of Beer, no consumption on the licensed premises. No Sales Permitted On Sunday.
Class A, Beer and Wine	Hours of off sale service are 6:00 a.m. to 12:00 midnight, six (6) days a week, Off Sale only of Beer and Wine, no consumption on the licensed premises. No Sales Permitted On Sunday.
Class A, Beer, Wine Liquor	Hours of off sale service are 6:00 a.m. to 12:00 midnight, six (6) days a week, Off Sale only of beer, wine and liquor no consumption on the licensed premises. No Sales Permitted On Sunday.
Class B, Beer	Hours of on sale consumption are 6:00 a.m. to 2:00 a.m., On Sale consumption only of beer unless grand fathered in prior to July 1, 1975. Holder of licenses prior to that date may exercise off sale privileges to include seven-(7) day license with food requirement until 12:30 a.m.
Class B, (GC)	This license is a seven (7) day license for the sale of beer and wine for the exclusive use on the premises of the M-NCPPC golf courses located within Prince George's County. Hours of operation are 11:00 a.m. to 10:00 p.m., daily Monday through Sunday.
Class B, Beer and Wine	Hours of on sale consumption are 6:00 a.m. to 2:00 a.m., On Sale consumption only of beer and wine unless grand fathered in prior to July 1, 1975. Holder of licenses prior to that date may exercise off sale privileges to include seven-(7) day license with food requirement until 12:30 a.m.
Class B, Beer, Wine & Liquor	Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. Premises with approved live entrainment may remain open until 3:00 a.m. This license includes seven (7) days On Sale Beer and Light Wine, six (6) days On Sale Beer, Wine and Liquor. Special Sunday Sale Permit required for On Sale consumption of Liquor. (*See Rule No. 66)

- Class B(R), Beer, Wine & Liquor **THIS DESCRIPTION APPLIES TO LICENSES ISSUED PRIOR TO OCTOBER 1996** - For Class B, Beer, Wine and Liquor licenses issued prior to October 1996 the hours of on sale consumption are 6:00 a.m. to 2:00 a.m. except on Friday and Saturday with approved live entertainment. Premises with approved live entertainment may remain open until 3:00 a.m. This license includes seven (7) days On & Off Sale Beer and Light Wine, six (6) days On & Off Sale Beer, Wine and Liquor. All off sales to be conducted over or contiguous to the main bar. Hours of service for off sale over the main bar are 6:00 a.m. until 12:00 midnight. Special Sunday Sale Permit required for On Sale consumption of Liquor. (*See Rule No. 66)
- Class B+, Beer, Wine & Liquors Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. except on Friday and Saturday with approved live entertainment. Premises with approved live entertainment may remain open until 3:00 a.m. This license includes seven (7) days On & Off Sale Beer and Light Wine, six (6) days On & Off Sale Beer, Wine and Liquor. (Separate off sale facility to sell beer, wine and liquor off sale). Hours of service for off sale over the main bar are 6:00 a.m. until 12:00 midnight. No off sale of Liquor on Sunday. Special Sunday Sale Permit required for On Sale consumption of Liquor. (*See Rule No. 66)
- Class B, BH Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. except Friday and Saturday with live entertainment. Premises with approved live entertainment may remain open until 3:00 a.m.. On sale consumption of alcoholic beverage is allowed from 8:00 a.m. – 2:00 a.m. on Sunday. This license has no off sale privileges.
- Class B, BLX Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. except Friday and Saturday with live entertainment. Premises with approved live entertainment may remain 3:00 a.m. Six (6) day On Sale consumption of Beer, Wine and Liquor and seven (7) days On Sale Beer and Wine, No off Sale privilege at all, Sunday Sales Permit required to serve alcoholic beverages. Food must be served until 12:30 a.m. in conjunction with sale of alcoholic beverages
- Class B, Country Inn Hours of operation and manner of dispensing alcoholic beverages to be determined by the Board of License Commissioners consistent with Article 2B Section 6-201. All sales to be On Sale only.
- Class B-DD This license is available in Designated Areas Only. The restaurant must provide bi-annual certifications that the sale of food exceeds the sales of alcoholic beverages.

- Class B, ECF Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. Monday through Saturday. This license includes seven (7) days On Sale Beer and Light Wine, six (6) days On Sale Beer, Wine and Liquor. Special Sunday Sale Permit required for On Sale consumption of Liquor. (*See Rule No. 66). This license is known as an "Education Conference Facility" license to the University of Maryland, University College Center of Adult Education for the sale of beer, wine and liquor by the drink within the center, from one or more outlets, for consumption on the license premises.
- Class B, MB22 This license in on sale only of liquor to a Class 7 Microbrewery licensed establishment in the 22nd Legislative District.
- Class B, RD This license is an on sale only license for liquor by the drink in an establishment located in a designated Revitalization District
- Class B, ECF/DS Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. Monday through Saturday. This license includes seven (7) days On Sale Beer and Light Wine, six (6) days On Sale Beer, Wine and Liquor. Special Sunday Sale Permit required for On Sale consumption of Liquor. (*See Rule No. 66). This license is known as an "Education Conference Facility/Dining Services" license to the University of Maryland, College Park Campus for the sale of beer, wine and liquor by the drink within the center, from one or more outlets, for consumption on the license premises.
- Class B, ECR
Equestrian Center This license is a seven-(7) day license for the sale of beer, wine and liquor for use at the Equestrian Center. Hours of on sale consumption are Monday through Saturday from 8:00 a.m. to 2:00 a.m. Sunday sales of beer and light wine containing 15.5% or less of alcohol by volume from 8:00 a.m. to 2:00 a.m. Special Sunday Sale Permit required for On Sale consumption of Liquor. (*See Rule No. 66)
- Class B, BCE Catering Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. Monday through Saturday. This license includes seven (7) days On Sale Beer and Light Wine, six (6) days On Sale Beer, Wine and Liquor. Special Sunday Sale Permit required for On Sale consumption of Liquor. (*See Rule No. 66). This license is limited and restricted to on sale consumption of alcoholic beverages on the licensed premises by participants of catered events. No off sale privileges will be exercised.
- Class B, Baseball Stadium This license is a seven-(7) day license for the sale of beer and wine for use at a Baseball Stadium. Hours of on sale consumption are Monday through Saturday from 6:00 a.m. to 2:00 a.m. and Sunday from 8:00 a.m. to 2:00 a.m.
- Class B, Football Stadium This license is a seven-(7) day license for the sale of beer, wine and liquor for use at the Football Stadium.

Class C Beer, Beer and Wine	Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. seven-(7) days On Sale consumption only.
Class C, Beer, Wine & Liquor Fraternal Veterans Yacht Club Country Club Golf & Country Club	Hours of on sale consumption are 6:00 a.m. to 2:00 a.m., seven (7) days On Sale on consumption limited to members and their guests except in the case of a Country Club - the word customer is used
Class D, Beer Beer and Wine	Licenses issued pursuant to Rule and Regulation Number 22 the hours of on sale consumption are 6:00 a.m. to 2:00 a.m. with no food requirements. This is a seven-(7) day On Sale only License.
Class D(R), Beer Beer and Wine	THIS DESCRIPTION APPLIES TO LICENSES ISSUED PRIOR TO OCTOBER 1996 - Hours of on sale consumption are 6:00 a.m. to 2:00 a.m.; that hours for off sale service is 6:00 a.m. - 12:00 midnight with no food requirements. Licenses issued prior to October 1996 may sell beer and wine On and Off Sale seven (7) days a week.

Liquor Licenses for Renewal 2015							
Establishment	Type of License	County Fee	Expires	City Fee	Code Violations <i>City, Health or FD</i>	Reported Alcoholic Beverage Sales	Required PUA Alcoholic Beverage Sales
#1 Liquors 8200 Baltimore Avenue	Class AL Off Sale	\$ 910.00	4/30/15	182.00	None	N/A	N/A
American Legion Post 217 9218 Baltimore Avenue	Class C, Veterans Beer, Wine, and Liquor	\$ 910.00	6/30/15	182.00	None	N/A	N/A
Applebee's Neighborhood Grill & Bar 7242 Baltimore Avenue	Class BLX	\$3,025.00	5/31/15	605.00	None	16.43%	35%
Asian Fusion 8601 Baltimore Ave	Class BH Beer, Wine, and Liquor	\$5,000.00	5/31/15	1,000.00	None	28.87%	35 - Rest 65 - Banquet
Azteca Restaurant and Cantina 9205 Baltimore Avenue	Class B, BLX - Beer, Wine and Liquor	\$3,025.00	5/31/15	605.00	None	22.87%	40%
Backyard Sports Grill 7313 A-B Baltimore Avenue	Class B, Beer and Wine License	TBD	TBD	TBD	Not Open	Not Open	60%
Bobby's Burger (t/a) BBP of College Park Beverages 8150 Baltimore Avenue	Class B, Beer, Wine and Liquor	\$1,455.00	5/31/15	291.00	None	2.51%	35%
Buffalo Wild Wings (t/a) WWA-College Park, LLC 10240 Baltimore Avenue	Class BLX Beer Wine and Liquor	\$3,025.00	5/31/15	605.00	None	24%	50%
Chipotle Mexican Grill 7332 Baltimore Avenue	Class BL Beer, Wine, and Liquor	\$1,455.00	5/31/15	291.00	None	0.29%	25%
College Park Liquors 8147 E & F Baltimore Avenue	Class AL Beer, Wine, and Liquor	\$ 910.00	4/30/15	182.00	None	N/A	N/A
College Park Concessions Co. (Bowling Alley) 9021 Baltimore Avenue	Class B, Beer, Wine and Liquor License	\$ 365.00	5/31/2015	73.00	None	28.06%	60%
Cornerstone Grill & Loft 7325 Baltimore Avenue	Class BL Beer, Wine, and Liquor	\$1,455.00	5/31/15	291.00	Action taken by BOLC for violations	60.13%	55%

*Shaded area indicates those establishments with Property Use Agreements with the City of College Park

- 1
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Establishment	Type of License	County Fee	Expires	City Fee	Code Violations <i>City, Health or FD</i>	Reported Alcoholic Beverage Sales	Required PUA Alcoholic Beverage Sales
Cluckster's (t/a) CUC of College Park, LLC 7415-B Baltimore Avenue	Class B Beer and Wine	\$ 365.00	05/31/15	73.00	None	TBD	30%
Fishnet Restaurant LLC 5008 – 5010 Berwyn Road	Class B Beer and Wine	\$ 365.00	05/31/15	73.00	None	10.97%	30%
Hanami Japanese Restaurant 8145-F Baltimore Avenue	Class B Beer and Wine	\$ 365.00	05/31/15	73.00	None	TBD	40%
Hard Times Café 4738 Cherry Hill Road	Class BL Beer, Wine, and Liquor (On Sale, 7 days)	\$1,455.00,	6/30/15	291.00	None	20.72%	35%
Kangnam BBQ 8503 Baltimore Avenue	Class BLX, Beer, Wine and Liquor	\$3,025.00	5/31/2015	\$605.00	None	4.41%	30%
Ledo Restaurant 4509 Knox Road	Class BLX	\$3,025.00	06/30/15	605.00	None	13.1%	50%
Looney Pub of College Park 8150 Baltimore Avenue	Class B, BLX	\$3,025.00	06/30/15	605.00	None	52.42%	50%
Mamma Lucia's 4736 Cherry Hill Road	Class DW Beer and Wine, (On Sale Only, 7 days)	\$ 365.00	6/30/15	73.00	None	4.58%	25%
Moose Creek Steakhouse Holiday Inn 10000 Baltimore Avenue	Class BH Beer, Wine, and Liquor	\$5,000.00	5/31/15	1,000.00	None	12.13%	30%
Noodles & Company 7320 Baltimore Avenue	Class BL Beer, Wine, and Liquor (On Sale)	\$1,455.00	5/31/15	291.00	None	0.52%	15%
Plato's Diner 7150 Baltimore Avenue	Class DW (On and Off Sale, 7 days)	\$ 365.00	6/30/15	73.00	County U&O permitted 1/30/15	1.79%	35%
Pizza Autentica (t/a) Old Line Enterprises 8300 Baltimore Avenue	Class B, Beer, Wine & Liquor	\$ 365.00	5/31/15	73.00	None	6.33%	35%
R. J. Bentley's 7323 Baltimore Avenue	Class BL (R) Beer, Wine, and Liquor	\$1,455.00	5/31/15	291.00	None	N/A	N/A

*Shaded area indicates those establishments with Property Use Agreements with the City of College Park

Establishment	Type of License	County Fee	Expires	City Fee	Code Violations <i>City, Health or FD</i>	Reported Alcoholic Beverage Sales	Required PUA Alcoholic Beverage Sales
Ratsie's Terrapin Eatery 7400 Baltimore Avenue	Class BW Beer and Wine Only	\$ 365.00	5/31/15	73.00	None	14.56%	25%
Shanghai Tokyo Cafe (t/a) Shanghai Tokyo Café of College Park Corporation 8300 Baltimore Avenue, Suite 102	Class B, Beer and Wine License	\$ 365.00	5/31/15	73.00	None	0.48%	30%
Shoppers Food Warehouse Eastern Beverages 4720 Cherry Hill Road	Class DW (R) Beer and Wine	\$ 365.00	6/30/15	73.00	None	N/A	N/A
Terrapins Turf 4410 Knox Road	Class B, BLX	\$3,025.00	06/30/15	605.00	Noise Viola- tion 6/18/14	46.75%	50%
The Board and Brew 8150 Baltimore Avenue	Class B Beer and Wine License	\$365.00	5/31/2015	\$73.00	None	5.46%	25%
The Jerk Pit 9078 Baltimore Avenue	Class B Beer, Wine and Liquor	\$ 365.00	6/30/15	73.00	None	9.29%	20%
Town Hall 8135 Baltimore Avenue	Class BL Plus (Beer, Wine and Liquor – On and Off)	\$2,420.00	5/31/15	484.00	None	N/A	N/A
University of Maryland Alumni Association Samuel Riggs IV Center	Class BCE (Fraternal) Beer, Wine, and Liquor	\$3,630.00	6/30/15	726.00	None	N/A	N/A
University of Maryland Golf Course (Mulligan's) 4690 University Boulevard	Class C, GCC Beer, Wine, and Liquor	\$1,815.00	6/30/15	363.00	None	N/A	N/A
University of Maryland Dining Services 1250 South Campus Building South Campus Dining Hall	Class B, ECF /DS	\$7,425.00	5/31/15	1,485.00	None	N/A	N/A
University of Maryland University College Center of Adult Education The Inn and Conference Center University Blvd. at Adelphi Road	Class B Beer, ECF (<i>Educa- tion Conference Facility</i>) - <i>Special Sunday Sale Permit required for On sale con- sumption of liquor</i>	\$4,325.00	5/31/15	865.00	None	N/A	N/A

*Shaded area indicates those establishments with Property Use Agreements with the City of College Park

- 3

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Establishment	Type of License	County Fee	Expires	City Fee	Code Violations <i>City, Health or FD</i>	Reported Alcoholic Beverage Sales	Required PUA Alcoholic Beverage Sales
V.F.W. Post 5627 5051 Branchville Road	Class C, Veterans Beer, Wine, and Liquor (On Sale, 7 days, limited to members and their guests)	\$ 910.00	6/30/15	182.00	None	N/A	N/A
Village Pump 4901 Greenbelt Road	Class AL Off Sale	\$ 910.00	4/30/15	182.00	None	N/A	N/A

*Shaded area indicates those establishments with Property Use Agreements with the City of College Park

PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT (the "Agreement") is effective as of the 4th day of April, 2012, by and between DAPHIE, LLC., t/a Terrapins Turf, and Mohammad R. Afshar Khalaj, Albert Arrington, Salomeh Afshar, and Yasmine Afshar ("Licensee"); and the CITY OF COLLEGE PARK, a Maryland municipal corporation (the "City").

WITNESSETH

WHEREAS, Yellow Spring, LLC is the owner and Licensee is a tenant at the property located at leases the premises located at 4408/4410 Knox Road, College Park, Maryland 20740 (the "Property"); and

WHEREAS, the Property is located within the corporate limits of the City of College Park, Maryland; and

WHEREAS, Licensee has applied to the Board of Liquor License Commissioners of Prince George's County, for the issuance for Class B, BLX, Beer, Wine and Liquor License for the Property; and

WHEREAS, the Licensee has requested the support of the City for the issuance of the Class B, BLX, Beer, Wine and Liquor License for the Property; and

WHEREAS, in consideration of the covenants contained in this Agreement, the City will voice no objection to the Licensee's application and hearing for the Class B, BLX, Beer, Wine and Liquor License to the Property, subject to the terms, conditions and restrictions contained herein.

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

1. Repair and Maintenance of the Property. Licensee shall, from and after the date hereof, continue to keep the Property in good order and repair, and free of debris and graffiti.

2. Restrictions. Except with the express written consent of the City, which consent may be withheld in the City's sole and absolute discretion, during the period that Licensee is using or has any interest in the Property, and is using the Class B, BLX, Beer, Wine and Liquor License, the use of the Property shall be restricted to the operation of the Terrapins Turf at College Park or another substantially similar casual dining restaurant, which receives not more than fifty percent (50%) of its average daily receipts over any three consecutive monthly periods from the sale of alcoholic beverages, and which complies strictly with the restrictions and requirements of the State of Maryland/Prince George's County Class B, BLX, License. The calculation of the percentage of alcoholic beverages sold shall include the full cost of any such beverage, and not just the alcohol contained in the beverage. Licensee will provide the City, by January 15 of each year, with summaries of each month's receipts for the sales of alcoholic beverages and food for the preceding calendar year, and, at any time, such information in such form as the City may reasonably require to permit the verification of sales required in this paragraph 2 of this Agreement. Such information need not be prepared by an accountant or auditor, but must be accompanied by a general affidavit signed by the Licensees affirming the accuracy of the information provided. Licensees may be required

by the City to provide information to permit verification of the sales ratios required in this paragraph, including daily register receipts and the identity of, and invoices from, its alcohol and food suppliers. Any such information provided by Licensee that is claimed to be confidential shall be so marked by Licensee and the City will treat such record as confidential as allowed by law.

3. Use of Property. Except as otherwise set forth herein, those uses of the Property permitted by the applicable zoning for the Property shall be permitted uses for the purposes of this Agreement. In addition, the Property shall be subject to all of the restrictions imposed by the applicable zoning of the Property.

4. Noises and Nuisances. Licensee shall not permit any nuisance to be maintained, allowed or permitted on any part of the Property, and no use of the Property shall be made or permitted which may be noxious or detrimental to health or which may become an annoyance or nuisance to persons or businesses on surrounding property.

5. Operations. Licensee shall maintain and operate Terrapins Turf restaurant in a manner that all seats are available for dining, no area is designated solely for the consumption of alcoholic beverages, and no sales of alcoholic beverages for off-sale consumption shall be allowed, except for partially consumed bottles of wine purchased at the Restaurant and allowed off premises pursuant to Maryland law. Alcoholic beverages shall not be sold or served prior to 11:00 a.m. or after 2:00 a.m. (3:00 a.m. when permitted by law). Happy hour and like events shall be limited to 2:00 p.m. to 7:00 p.m. Happy hours may also occur during brunch on Saturdays and Sundays. Food from a regular menu must be served at all times that the premises are open for business. At all times, at least 80% of the items listed on the regular menu shall be available for customers to order. The proposed

menu provided by Licensee is attached as Exhibit A. Licensee shall ensure music levels that allow patron conversation in a normal tone of voice, and prohibit disruptive or rowdy behavior that disturbs the peaceful enjoyment of the facility by Licensee's patrons and other persons visiting the facility. Live music is allowed for events in the Restaurant. Windows and doors will not be opened during live entertainment. Non-amplified voice and music entertainment and background music is allowed on the patio/deck until 11:00 p.m. In the event that complaints as to the sound level of voice or music entertainment on the patio/deck are received by the City, the parties agree to review this condition, with further limitation of entertainment on the outside patio/deck, if justified, not to be unreasonably refused by Licensee.

Cover and door charges will be charged for entry to the Property during live music performances. The payment of a cover or door charge shall not reduce the normal price charged by Licensee for alcoholic beverages. Alcoholic beverages shall be served only to diners sitting at tables or counters inside the restaurant facility or on the adjacent patio, and patrons standing or sitting at the bar or waiting for a table. The parties recognize that, during private parties, not all patrons may be seated, but that food will be served. The minimum price for alcoholic beverages, including 16 oz. beers, shall be \$2.00. Licensee may sell beer in pitchers provided the pitchers of beer are not sold for less than \$9.00 per pitcher and are sold in pitchers for convenience and accommodation. Licensee will maintain all dining areas, including tables and chairs, inside the restaurant facility or on the deck/patio. Licensee shall ensure that the exterior of the restaurant, including service areas, remains clean and graffiti free. The interior and exterior of the Property shall be rodent free. Licensee shall not allow grease to accumulate on the exterior of the Property. Licensee

agrees to fully comply with all applicable laws, including without limitation Subtitle 12, "Health", of the Prince George's County Code, and the Code of the City of College Park. Licensee shall not engage in window advertising of the sale of beer, wine or liquor, nor off-premises leafleting of cars or on public right of way promoting the sale of beer, wine or liquor. All off-premises advertising of specials, happy hours or reduced prices for beer, wine or liquor shall be limited to promotions coupling the sale or service of food with the sale of alcoholic beverages. Licensee shall use an identification scanner system with wrist band capability, designed to recognize false identification prior to making alcoholic beverage sales. The scanner shall be used for all persons who appear to be under the age of thirty five (35) years. Licensee will not accept State of Maryland vertical type licenses as proof of age.

Licensee shall not rent the facilities to individuals or businesses involved in promoting or making a business or profit from producing musical, band or disc jockey events. This provision does not prevent Licensee from hiring a booking agent to act on its behalf in scheduling live entertainment. Live music is allowed for events in the Restaurant. Licensee shall not provide tables, such as a beer pong table, whose purpose is for use in drinking games. Licensee shall not sponsor or support drinking games within the Property.

6. Enforcement. The City shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed upon the Property and/or Licensee pursuant to the provisions of this Agreement. The parties agree that if Licensee should breach the terms of the Agreement, the City would not have an adequate remedy at law and would be entitled to bring an action in equity for specific performance of the terms of this Agreement. In the

event of a violation of paragraph 2 of this Agreement, Licensee shall have sixty (60) days from the date of notification of the violation to adjust his operations and achieve compliance, as measured during the sixty (60) day period, with the requirements of paragraph 2 of this Agreement. In the event the City is required to enforce this Agreement and Licensee is determined to have violated any provision of this Agreement, Licensee will reimburse the City for all costs of the proceeding including reasonable attorney's fees. Should Licensee prevail in any action brought by the City to enforce a provision of this Agreement, the City shall reimburse Licensee for all costs of the proceeding including reasonable attorney's fees.

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

8. Assignment of License. In consideration for the City voicing no objection to Licensee's application for the new Class B, BLX, Beer, Wine and Liquor License, Licensee agrees that it shall not sell, transfer, or otherwise assign its rights under either the Class B, BLX, Beer, Wine, Liquor License to any entity or individual for use or operation within the City without the express prior written consent of the City, which consent will not be unreasonably withheld.

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

10. Scope and Duration of Restrictions. The restrictions, conditions and covenants imposed by this Agreement shall be valid only so long as Licensee maintains a Class B, BLX, Beer, Wine and Liquor License at Terrapins Turf, or some other substantially similar casual dining restaurant.

11. Security. Pursuant to Article 2B, §6-201(r)(19), Licensee is required to obtain a License for special entertainment. For any activities authorized by such a license, the Licensee shall have and maintain a Security Plan to prevent the Property and any such activities from posing a threat to the peace and safety of the surrounding area. The Security Plan shall, at minimum, comply with the requirements of the Board of License Commissioners. The Security Plan for the Licensee is subject to review and revision annually or upon request by Prince George's County Police, the University of Maryland Police or the City of College Park. The Security Plan shall require the following:

- a. Licensee shall operate and maintain no less than eight (8) security/surveillance cameras installed and in operation inside and outside the Property. In addition, all security cameras shall record the events at the Premises 24 hours per day, 7 days per week. The Security Plan shall, at minimum, comply with the requirements of the Board of License Commissioners. The Security Plan for the Licensee is subject to review and revision annually or upon request by Prince George's County Police, the University of Maryland Police or the City of College Park. Licensee will make reasonable improvements based on those recommendations.
- b. Licensee shall implement a Dress Code consistent with Licensee's efforts to maintain peace and safety.

- c. Licensee shall post sufficient notices advising customers that civility will be the norm and that improper activities and behavior and violence will not be tolerated and will result in immediate removal from the Property.
- d. Licensee shall diligently enforce ID policies by trained and certified managers and shall purchase and use a new ID Scanner with wrist band capability to prevent use of fake IDs. Licensee agrees to take all necessary measures to ensure that under age persons do not obtain alcoholic beverages.
- e. All serving, bar, security and management employees will be TIPS trained.
- f. All serving, bar, security and management employees will be 21 years or older.
- g. All security and management employees will be certified in crowd control through Maryland Fire Marshal.
- h. Spotlights will be installed in the mainbar area to be turned on in case of an emergency. Spotlights will be located in the East Alley and at the Main Entrance.

The planned activities are:

Live Music - Jazz, Rhythm & Blues, and Soul

The Security Plan shall further provide, at a minimum:

All security personnel shall be identified by shirts that have the word "Security" in bold print on both the front and back. At least one security person will be at the door every night from 5:00 p.m. to close. This person will check ID's. ID's will also be checked at the time a server is asked to serve alcohol. On Saturdays and Sundays during football and basketball seasons, the security person will be at the door starting at 12:00 p.m. On Sunday, Monday, Tuesday and Wednesday nights after 8:00 p.m. there will be one security person posted at

the door and two in the interior.. On Thursday, Friday and Saturday nights there will be no less than six security staff persons on duty after 8:00 p.m., with two at the door and four working in the restaurant space.

All security measures required by this section shall be provided at Licensee expense.

12. Installation Of Sprinkler System. Licensee agrees be in full compliance with fire and life safety systems code requirements and to install an NFPA compliant and Prince George's County inspected and approved sprinkler system on the Property prior to issuance of the Use and Occupancy Permit for the Property.

13. Notices. All notices given hereunder shall be in writing and shall be deemed to have been given when hand delivered against receipt of three (3) days after deposit with the United States Postal Service, as registered or certified mail, return receipt requested, postage prepaid, addressed:

- (i) If to Licensee:

Mohammad R. Afshar Khalaj
7138 River Road
Bethesda, MD 20817

with copy to:

Abigale Bruce-Watson
Arrington & Watson, LLC
14404 Old Mill Road, Suite 101
Upper Marlboro, MD 20772

- (ii) If to the City:

City Manager
City of College Park
4500 Knox Road
College Park, Maryland 20740

with copy to:

Suellen M. Ferguson, Esquire
Council, Baradel, Kosmerl & Nolan P.A.
125 West Street, 4th Floor
P.O. Box 2289
Annapolis, MD 21404

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

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

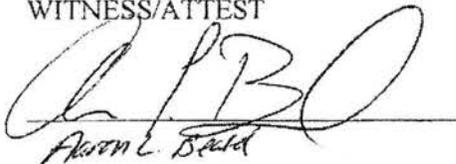
16. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland.

17. Counterparts. This Agreement may be executed in any number of counterparts each of which shall constitute an original and all of which together shall constitute one agreement.

18. Headlines. The headings or titles herein are for convenience of reference only and shall not affect the meaning or interpretation of the contents of this Agreement.

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

WITNESS/ATTEST


Aaron L. Barad

DAPHIE, LLC.



Mohammad R. Afshar Khalaj, Individually
and as President of DAPHIE, LLC

[Signature]

[Signature]
Albert Arrington

[Signature]
Aaron Beard

[Signature]
Yasmine Afshar

[Signature]
Aaron Beard

[Signature]
Salomeh Afshar

WITNESS/ATTEST

CITY OF COLLEGE PARK,
MARYLAND

[Signature]
Jancen S. Miller, CMC, City Clerk

By: *[Signature]*
Joseph L. Nagro, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: *[Signature]*
Suellen M. Ferguson, City Attorney

4

Request by Wood Partners for amendment to the Declaration of Covenants for 4700 Berwyn House Road

MEMORANDUM

TO: Mayor and Council

FROM: Terry Schum, Planning Director *ts*

DATE: January 30, 2015

SUBJECT: Possible Amendment to Declaration of Covenants and Agreement Between the City of College Park and 7401 Realty LLC

ISSUE

7401 Realty, LLC proposes to sell their project known as 7400 Berwyn Road consisting of 275 apartment units and 1,000 SF of retail to Wood Partners. Wood Partners is seeking relief from Section 10 a. and b. of the Declaration of Covenants and Agreement that requires the owner to make every effort to achieve LEED certification by the U. S. Green Building Council.

SUMMARY

Wood Partners is a large multifamily housing developer working nationwide. According to their website, they are committed to green building and design and construct their projects to the National Green Building Standard (NGBS) established by the National Association of Home Builders and International Code Council. In a meeting with staff, principles of the firm indicated their intent to build 4700 Berwyn Road as a green project but not to pursue or obtain LEED certification. They proffered, instead, to pay the city \$50,000 up front so as not to have to apply for LEED or submit a LEED scorecard as stated in the covenants. They indicated that 7401 Realty, LLC was aware of this proffer.

RECOMMENDATION

Both the buyer and seller and their attorneys plan to attend the February 3 worksession to discuss this matter. If the Mayor and Council consent to this request, it is recommended that Wood Partners pay the amount of \$50,000 at the time of building permit and provide evidence of NGBS certification at the time of use and occupancy permit.

ATTACHMENTS

1. Declaration of Covenants and Agreement
2. Web information about Wood Partners

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

THIS DECLARATION OF COVENANTS AND AGREEMENT REGARDING LAND USE ("Agreement"), is effective this 15th day of August, 2014 by and between 7401 REALTY, LLC ("Owner") and the CITY OF COLLEGE PARK, MARYLAND (the "City") a municipal corporation of the State of Maryland.

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

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

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

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

WHEREAS, as part of the consideration for the City's support of the vacation of the Osage Street right of way, Owner agrees to pursue development of the Project in accordance with Detailed Site Plan DSP-12034-01 as currently approved or as amended with consent of the City, and in accordance with the Declaration of Covenants and Property Use Agreement ("Declaration") between the City and the Owner.

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

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

1. The recitals set forth above as well as the foregoing "NOW, THEREFORE," are incorporated herein as operative provisions of the Covenants.
2. It is acknowledged that the Property may be initially constructed and operated as a rental apartment community, and Section 2(c) shall only apply in the event a condominium regime is recorded.

- (a) OWNER will not sell any of the multi-family apartment units separately from the remaining multi-family apartment units, except as set out in Section 2(c).
- (b) When all or a portion of the Property not part of a condominium regime is operated as a rental facility, in order to insure high quality unitary management, said units shall be managed by OWNER or its affiliates, or in the alternative, by a professional management agent with a strong reputation in property management and the management company or the principal management representative shall have extensive experience managing multifamily rental properties in the D.C. metropolitan area. Any decision to discontinue such required professional property management shall require the prior written consent of the City of College Park
- (c) OWNER agrees that no more than one master residential condominium regime may be established on the Property. This Section 2(c) does not apply to commercial or retail condominiums. Any such regime shall be included in and governed by a master condominium document. In the event OWNER determines to establish a condominium regime under which apartments units may be individually sold, OWNER, to the reasonable satisfaction of the City, will include provisions in the applicable condominium documents not subject to amendment except as set out herein, as follows:
 - i. To insure high quality management of the common areas, require unitary management for each such regime by a professional condominium management agent not owned or operated by any unit owner (except OWNER or its affiliates or other similarly experienced multifamily owner/operators) that has a strong reputation in the property management industry and that the management company or the principal management representative have extensive experience managing

multifamily projects in the Washington, D.C. metropolitan region. Any decision by the Board of Directors of a condominium to discontinue professional property management would require the prior written consent of the City of College Park;

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

iii. The condominium documents shall provide that, except in cases of actual hardship, no more than twenty-five percent (25%) of the units within the condominium may be leased at any time, unless otherwise approved by the City. Any owner wishing to lease a unit must notify the Board of Directors of its intention to lease. Except in the event of actual hardship, the Board of Directors shall deny the right of a unit owner to lease a unit if such lease would result in more than twenty-five percent (25%) of the units within the Condominium being leased. Hardship is defined as need based on military service, loss of employment, involuntary relocation, death, disability, or other such circumstances. In the event an exception to the 25% rental limit is granted due to hardship, any lease so granted shall not exceed twelve months in duration unless approved by the City. In no event shall the total rental percentage, including hardship exception rentals, exceed 30% of the units within the Condominium.

Any unit owner seeking to lease a unit must comply with all applicable laws, including obtaining any required rental licenses. The Board of Directors, shall require, and each occupant of a unit shall provide, not more than once in any twenty-four (24) month period (or more often if reasonably necessary), an affidavit certifying the status of the unit occupancy (i.e., whether the occupant is a unit owner, member of the unit owner's family, guest or invitee, or a lessee). The affidavit shall be in a form subject to the reasonable approval by the City of College Park (a copy of which is attached hereto) and shall require that each occupant provide reasonable verification of the information contained in the affidavit. The City of College Park shall be entitled to receive a copy of all affidavits filed. In the event individual residents fail to submit the requested affidavit but the Condominium Board of Directors or management company has information concerning the occupancy status of particular units, the verification of occupancy status may be given by the Condominium Board of Directors or the management company. The minimum lease term for all leases within the for-sale condominium shall be twelve (12) months, and any rental of units will be subject to the prior review and approval of the Board of Directors. In this manner, the Board of Directors would be able to monitor the extent of leasing activity. No changes or modifications to these leasing restrictions will be permitted without the prior written consent of the City of College Park. The City of College Park would also be afforded the right, but not the obligation, to enforce these leasing restrictions against the individual unit owners, and would have the right, but not the obligation, to enforce other material use restrictions and rules against

individual unit owners.

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

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

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

vii. Unless specific portions of the General Common Elements are designated by

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

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

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

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

xi. Subject to the provisions in the Condominium Declaration and in the Bylaws, household birds and fish, house dogs or domesticated house cats are allowed, provided that the same shall not disturb or annoy other Unit Owners or occupants. Breeds of dogs that are prone to barking or howling are not allowed. Any inconvenience, damage or unpleasantness caused by such pets shall be the sole responsibility of the respective owners thereof. All such pets shall be kept under the direct control of their owners at all times and shall not be allowed to run free

or unleashed or to otherwise interfere with the rights, comfort and convenience of any of the Unit Owners or occupants. All pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law, and must be registered with the condominium managing agent. Pets shall be walked on the condominium property only where indicated and must be cleaned up after.

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

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

xiv. No immoral, improper, offensive, or unlawful use shall be made of the Condominium or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to the maintenance and repair of any portion of the Condominium, shall be complied with, by and at the sole expense of the Unit Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Condominium. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.

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

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

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

xviii. Streets and other exterior surface parking areas within the Condominium shall be used by Unit Owners, occupants and guests for fully operable, inspected and registered four-wheel passenger vehicles, two wheel motorized bicycles and standard bicycles only. No recreational vehicles, vans (other than non-commercial passenger vans), mobile homes, trailers, boats, trucks (unless licensed as a passenger vehicle and less than three-quarter ton capacity) or commercial vehicles (whether or not registered as a commercial vehicle with the Maryland Department of Motor Vehicles) shall be permitted to be parked on the Property, except on a day-to-day temporary basis in connection with repairs, maintenance or construction work on the Unit.

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

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

xxi. Portions of a Unit visible from the exterior of the Unit and the Limited Common Elements must be kept in an orderly condition so as not to detract from the neat appearance of the Condominium community. In this regard, no motorcycles or other motorized vehicles may be parked on the patios, decks, balconies or porches. No clotheslines and no outdoor clothes drying or hanging shall be permitted anywhere in the Condominium, nor shall anything be hung, painted or displayed on the outside of the windows (or inside, if visible from the outside) or placed on the outside walls or outside surfaces of doors of any of the Units, and no awnings, canopies or shutters (except for those heretofore or hereinafter installed by Declarant) shall be affixed or placed upon the exterior of a Units, or any part thereof, nor relocated or extended, without the prior written consent of the Board of Directors. Window air conditioners are prohibited. The Board of Directors, in its sole discretion, may determine whether the portions of a Unit visible from the exterior of the Unit and the Limited Common Elements are orderly. If an Owner shall fail to keep the portions of the Owner's Unit or the Limited Common Elements (if any) appurtenant thereto, that are visible from the exterior of such Unit or Limited Common Elements orderly, the Board of Directors may have any objectionable items removed from the portions of the Unit that are visible from the exterior of the Unit or the Limited Common

Elements so as to restore their orderly appearance, without liability therefor, and charge the Unit Owner for any costs incurred in connection with such removal.

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

xxiii. Each Unit Owner shall maintain his Unit in a manner satisfactory to the Association and in accordance with the Declaration and rules and regulations of the Association. In the event that a Unit is not so maintained, the Association shall have the right to enter the Unit to maintain the same, after giving the Unit Owner at least fifteen (15) days written notice to cure any maintenance problems or deficiencies. In the event that the Association exercises its right of entry for maintenance purposes, the Association shall have the right to assess the particular Unit Owner for the cost of such maintenance. The Association, by its Board of Directors, shall have the right to establish Rules governing the maintenance of any Unit.

3. In the event that the Property is developed and subsequently sold to any non-taxable entity, so that the Property is no longer subject to real property taxes, the entity(ies) purchasing the properties and each of them (or any successors or assigns) shall be liable to make an annual payment in perpetuity to the City in an amount equal to the annual City real property taxes on the

property and any improvements, based on assessed value, it being the intent of the parties that the City not be deprived of this income regardless of the tax status of any Owner and that this obligation shall run with the land. Anything to the contrary notwithstanding, Owner's obligation set forth in this paragraph shall terminate upon the sale of the Property to an arms-length third party purchaser, provided the Property is still subject to real property taxes immediately following such sale. Further, the requirement set forth herein shall not apply in the event the Property is obtained by any non-taxable entity via the process of right-of-way dedication, eminent domain or condemnation. The Owner shall notify the City in writing upon the closing of any sale to a third party purchaser, or upon receipt of legal process instituting any action of eminent domain or condemnation.

4. Total development within the subject property shall be limited to development which generates no more than 145 AM peak hour trips and 168 PM peak-hour vehicle trips. These levels are in addition to the approved AM and PM peak hour trip caps for phase one as stated in PGCPB No. 13-36.

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

- a. Substitute evergreens for spotted laurel along the northeast landscape buffer (L1.00) to create a mixed-tree landscape that will provide a year-round screen. The following evergreens are recommended by the City horticulturist: American Holly; Arborvitae; Hemlock; Korean Fir; and Eastern Red Cedar.
- b. Remove the existing sidewalk along Berwyn House Road and reconstruct with a minimum width of 5 feet behind the existing utility poles. Remove the existing street trees along Berwyn House Road and provide new shade trees spaced 30-40 feet on center between the new sidewalk and curb. Recommended trees include: Trident; Maple; Paperbark Maple; and Hedge Maple.
- c. Relocate the pedestrian streetlights from the north side of the sidewalk to the south side of the sidewalk.

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

- a. Provide flat-top (raised) crosswalks across the two driveways on Berwyn House Road.
 - b. Provide the total required amount of bicycle parking spaces (116 spaces). Relocate any bicycle parking spaces shown in the City right-of-way to another location on the property in front of the building. All u-shaped bicycle parking spaces shall be anchored in concrete.
 - c. Provide at least 25 spaces in the parking garage for moped/motorcycle/scooter parking.
 - d. Provide a minimum of 9 spaces in the parking garage for guest/visitor parking.
 - e. Provide a roof detail to show how any mechanical structures or other appurtenances proposed for the roof will be screened.
7. Prior to signature approval of the DSP, Owner shall revise the architectural drawings for review by the City of College Park and M-NCPPC as follows:
- a. The northeast façade (DSP-304) shall be revised so that it is similar in appearance to the southwest façade (DSP-301) in terms of roofline, building materials (brick and cementitious panel) and articulation.
 - b. The pool courtyard elevations (DSP-306, B1, B2, & B4) and north elevations (DSP 303) shall be revised to provide additional visual interest and detailing. Specifically, the horizontal articulation between the 6th and 7th stories on the south elevation (DSP-301) shall be continued into these elevations and the Juliet balconies shall be dark grey (MT-1) and not beige (MT-2).
 - c. The façade of the southern courtyard elevation (DSP-301) shall be revised to provide more visual interest such as expressing the 2-story columns without interruption and reducing the scale of the space between the columns with additional articulation.
 - d. The southern façade (DSP-301) shall be revised to show an alternate decorative grill in front of the parking garage so that the appearance is more residential and less institutional. The window openings above the parking entrance shall be revised to align with the columns and windows above.
8. Prior to signature approval of the DSP, Owner shall revise the sign plan to:
- a. Key sign locations to project sign types shown on the plan.
 - b. Specify the maximum sign area per sign type and provide the total number of signs requested.

9. OWNER shall maintain, in a manner reasonably acceptable to the City, all pedestrian light fixtures and all streetscape improvements installed in any right-of-way pursuant to the DSP and/or this Agreement. Maintenance and operation of pedestrian light fixtures shall include but not be limited to electric utility charges, replacement of light bulbs, and repair and replacement of the pedestrian street lights within a reasonable period of time, pursuant to a maintenance schedule established with the City. The City may invoice OWNER on a quarterly basis for electricity costs in the event OWNER is not invoiced the costs of electricity directly by the utility company. Invoices shall be payable to the City within thirty (30) days of receipt. In the event that any such invoice is not timely paid, in addition to any other remedy available at law, any outstanding amount shall be a lien upon the Property to be collected in the same manner as City taxes are collected. OWNER shall indemnify and save harmless the City, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including reasonable attorneys' fees, arising directly or indirectly out of the maintenance of the pedestrian light fixtures, caused by the negligent act or omission, intentional wrongful acts, intentional misconduct or failure to perform with respect obligations under this paragraph on the part of OWNER, its agents, servants, employees and subcontractors.

10. Owner shall make every effort to achieve a Project that can be certified by the U.S. Green Building Council (USGBC) under an applicable LEED rating system for multifamily buildings (LEED v4 for BD+C: New Construction and Major Renovation).

a. Prior to the issuance of the first use and occupancy permit, Owner shall provide documentation to the City that the project has been certified LEED by the USGBC or submit a deposit of \$50,000.00 ("Deposit") to the City. If USGBC certification has not been obtained, Owner may submit a LEED score card demonstrating that the Project would qualify for a

minimum LEED certification.

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

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

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

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

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

parking permits.

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

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

17. Each person accepting a deed, lease or other instrument conveying any interest in the Property shall be bound by the terms of this Agreement whether or not the same is incorporated or referred to in such deed, lease or instrument and this Agreement is hereby incorporated by reference in any deed or other conveyance of all or any portion of each person's interest in any real property subject hereto.

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

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

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

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

City shall reimburse said party for all reasonable costs of the proceeding including reasonable attorneys' fees.

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

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

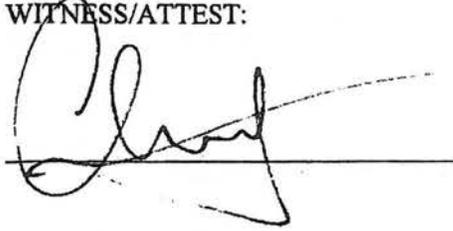
24. In the event that any provision of this Agreement is in direct conflict with any provision mandated by any government agency with jurisdiction, to the extent that the provision in this Agreement is by necessity precluded, then that provision shall be null and void, provided, however, that the remainder of this Agreement shall remain in full force and effect.

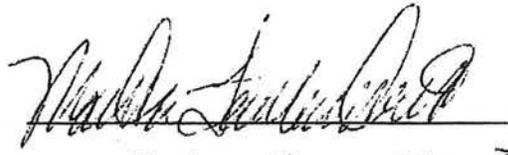
25. The City shall generally support the approval of the DSP as long as it is found by the City to be in substantial conformance with the development plans for the Property previously shown to and endorsed by the City. The City retains the right throughout the development process to comment on, object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

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

WITNESS/ATTEST:

7401 REALTY, LLC





Name: MARION FOLLEN-TORRE
Title: Manager

STATE OF MARYLAND)

COUNTY Montgomery)

ss:

I HEREBY CERTIFY, that on this 15th day of August 2014, before me, a Notary Public in and for the State aforesaid, personally appeared Marion Follen-Torrey, and that he, being authorized so to do, executed the foregoing Declaration of Covenants and Agreement Regarding Land Use for the purposes therein contained by signing in my presence.

WITNESS my hand and Notarial Seal.

 (SEAL)

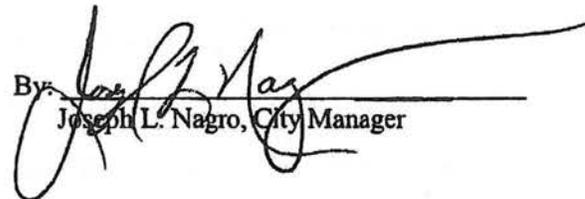
Notary Public **LAURA BURNS**
My Commission Expires: _____ **NOTARY PUBLIC**

MY COMMISSION EXPIRES JUNE 22, 2015

WITNESS/ATTEST:

CITY OF COLLEGE PARK

Janeen S. Miller
Janeen S. Miller, City Clerk

By: 
Joseph L. Nagro, City Manager

STATE OF MARYLAND)

COUNTY OF Calvert)

ss:

I HEREBY CERTIFY that on this 9 day of September, 2014, before me, the subscriber, a Notary Public in the State and County aforesaid, personally appeared Joseph L. Nagro, who acknowledged himself to be the City Manager of the City of College Park, and that he, as such

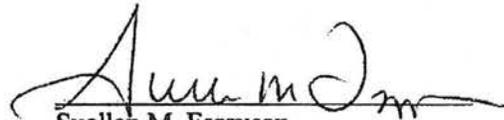
City Manager, being authorized so to do, executed the foregoing Declaration of Covenants for the purposes therein contained by signing, in my presence, the name of said City of College Park, by himself, as City Manager.

WITNESS my hand and notarial seal.

 (SEAL)
Notary Public
My Commission Expires: 3-12-17

YVETTE T. ALLEN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 12, 2017

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


Suellen M. Ferguson

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

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

Exhibit B

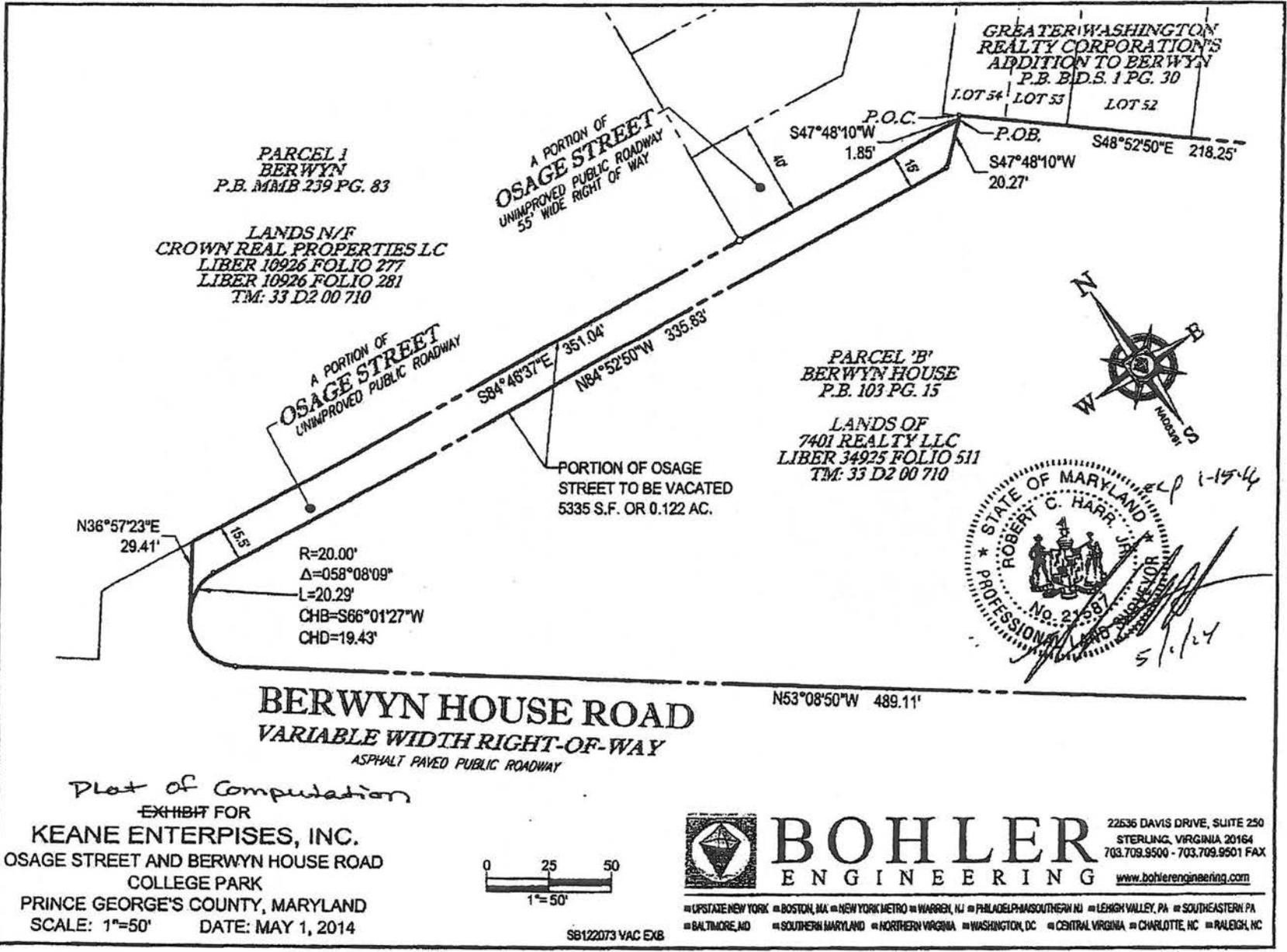


Exhibit B

METES AND BOUNDS DESCRIPTION

A PORTION OF OSAGE STREET, TO BE VACATED
COLLEGE PARK
PRINCE GEORGE'S COUNTY, MARYLAND

COMMENCING AT THE INTERSECTION OF THE DIVISION LINE BETWEEN LOT 54, GREATER WASHINGTON REALTY CORPORATION'S ADDITION TO BERWYN (PLAT BOOK B.D.S. 1 PAGE 30) ON THE EAST, AND PARCEL 'B', BERWYN HOUSE (PLAT BOOK 103 PAGE 15), BEING THE LANDS OF 7101 REALTY LLC (LIBER 34925 FOLIO 511) ON THE WEST, WITH THE SOUTHERLY RIGHT-OF-WAY LIMITS OF OSAGE STREET (UNIMPROVED PUBLIC ROADWAY), THENCE WITH SAID SOUTHERLY RIGHT-OF-WAY LIMITS;

A. SOUTH 47° 48' 10" WEST, 1.85 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED PORTION OF OSAGE STREET TO BE VACATED, THENCE CONTINUING WITH SAID SOUTHERLY RIGHT-OF-WAY LIMITS, THE FOLLOWING THREE COURSES AND DISTANCES;

1. SOUTH 47° 48' 10" WEST, 20.27 FEET, THENCE;
2. CONTINUING, NORTH 84° 52' 50" WEST, 335.83 FEET, THENCE;
3. CONTINUING, 20.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 58° 08' 09", AND A CHORD BEARING AND DISTANCE OF SOUTH 66° 01' 27" WEST, 19.43 FEET, THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LIMITS AND WITH A LINE THROUGH SAID OSAGE STREET, THE FOLLOWING TWO COURSES AND DISTANCES;
4. NORTH 36° 57' 23" EAST, 29.41 FEET, THENCE;
5. CONTINUING, SOUTH 84° 46' 37" EAST, 351.04 FEET TO THE PLACE OF BEGINNING.

CONTAINING 5,335 SQUARE FEET OR 0.122 ACRES

I HEREBY CERTIFY THAT THE METES AND BOUNDS DESCRIPTION HEREIN WAS PREPARED BY ME PERSONALLY OR UNDER MY DIRECTION AND THAT THIS DESCRIPTION AND ANY SURVEY WORK REFLECTED HEREIN WAS PREPARED IN COMPLIANCE WITH COMAR 09.13.06.12.


ROBERT C. HARR, JR.
MARYLAND PROFESSIONAL LAND SURVEYOR, NO. 21587
EXPIRATION DATE: JANUARY 16, 2015



5/1/14

LETTER FROM CEO



As we head confidently into 2014, I'm pleased to report that Wood Partners has had its share of success as we have continued our steady march through this expanding real estate cycle.

We have received national recognition for our continued growth and quality work. Since 2010, Wood Partners has been consistently named as one of the most prolific multifamily developers in the United States. In fact, Commercial Property Executive ranked Wood Partners third nationally this year for all development companies, including office, retail and industrial developers.

Wood also received awards for Best Garden Apartment Community and Best Clubhouse for our property Domain by Alta in San Diego and was a finalist for the National Association of Homebuilders (NAHB) Development Firm of the Year.

In 2013 we produced approximately 4,000 multifamily units and sold 3,400 units. The combination of asset sales and fees allowed us to significantly increase distributions to our investors this year as compared to last. We expect to sell another 5,000 units in the coming year.

On the acquisition front, we raised our first fund totaling \$18 million and were awarded five assets totaling approximately \$185 million. This brings our total acquisition activity since we started the group in 2010 to more than \$700 million. We also realized our first acquisition sale with Terrazas in Miami generating a 27% IRR for our equity partner

As we head into the New Year, we have an identified pipeline of \$1.7 billion in new development opportunities across the United States, and we expect to start more than \$1 billion in 2014. This level of production is consistent with the past two years and represents full production for our company.

We remain fanatically disciplined so that we do not stretch beyond our capacity. This deliberate restraint has allowed us to maintain 80 percent lower pursuit cost balances than we maintained at the housing market's peak in 2007.

The level of growth and success we have reached comes with challenges, of course. The biggest of these—escalating and unpredictable construction costs—will keep us keenly focused heading into 2014. We will devote significant time, attention and creativity next year—and beyond—to mitigating this risk.

We will see exciting changes at Wood Partners this year and next, including the growth of our regionally focused management company, Wood Residential Services (WRS).

We are proud of our team's impressive results and thankful for the investments that our capital partners have made with us. Here's to continued success in 2014!

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Diaborn". The signature is written in a cursive, flowing style.



OUR EXPERTISE

DEVELOPMENT

CONSTRUCTION

WRS PROPERTY MANAGEMENT

ASSET MANAGEMENT

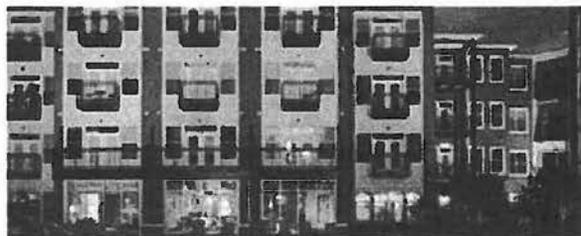
ACQUISITIONS

THE WP DIFFERENCE

Wood Partners goes beyond giving people a better place to live. We create distinctive communities of lasting value, deliver a solid return for our investors and foster a culture of respect and empowerment for our employees. We are



entrepreneurial, not corporate. We get things done through initiative and teamwork. We value relationships over short-term gains and we do what's right rather than what is expedient. At Wood Partners, we make it work and work well.



A STRONG FOUNDATION

When Leonard Wood established Wood Partners in 1998, he had an ambitious goal – to create a multifamily development company that set the standard in the industry. Real estate is a local business; to succeed you need resources and authority at the local level. This entrepreneurial approach gives us an advantage in identifying promising markets, anticipating trends, managing costs, and securing favorable financing. Our strong foundation is the key to our success.

[READ MORE](#)

INVESTMENT PORTFOLIO

Wood Partners delivers superior returns on your investments by creating innovative communities that are intrinsically appealing and environmentally sensitive. Our team has extensive experience entitling, developing and constructing virtually every type of multifamily and mixed-use residential product. Over time, we've created 40,000+ homes worth more than \$5.6 billion; so we're confident we can provide an investment opportunity that suits your specific needs.

[VIEW OUR GALLERY](#)



GOING GREEN

W
P:
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IN THE NEWS

New Downtown Apartment Build Comes to Market *GlobeSt.*
September 24, 2014

Alta City West Apartment Complex Opens in Houston *REBusiness Online*
September 18, 2014

Construction Commences on Belmont Mixed-Use Development *CPE*
August 29, 2014

GETTING GREEN RIGHT



Green building is at the core of everything we do at Wood Partners; not because it's trendy, but because when it's done right it just makes sense.

We design and construct every new project to the National Green Building Standard (NGBS), established by the National Association of Home Builders and International Code Council in 2007. The first and only residential system to undergo the full consensus process and receive approval from the American National Standards Institute, NGBS certifies buildings in six categories: lot design, preparation and development; resource efficiency; energy efficiency; water efficiency; indoor environmental quality; operation, maintenance and building owner education.

But we don't stop there. In addition to adhering to local green building standards where they exist, many of our communities also incorporate waste recycling, transit orientation and other techniques designed to reduce their environmental impact. We focus on making our buildings and communities better—not just slapping on the latest green technology—so that our properties stand the test of time and continue to deliver real value to both our residents and our investors.

Wood Partners' 100 percent commitment to green building is the result of detailed research during which we surveyed our tenants, explored alternatives and created detailed cost analyses. A 2007 survey of our apartment residents found that 80 percent said environmental issues—particularly energy conservation and recycling—were a concern. More than 60 percent said that concern affected their purchase decisions.

To respond to our residents' concerns, our experienced and creative construction team developed a detailed strategy to achieve NGBS certification for all new projects, which means that our buildings will include efficient structural wood framing, cool roof assemblies, efficient finishes and recycled materials, Energy Star Performance Path for Building Energy Systems, Energy Star-rated light fixtures, Energy Star-rated appliances, programmable thermostats, efficient hot water piping and efficient plumbing fixtures.

With these standards as our guide, we are confident that Wood Partners can deliver the lowest cost, highest quality

green communities of any high-volume builder in the country.

OUR FEATURED PROJECTS



[VIEW OUR GALLERY](#)



PATRICK DENNIS - IRVINE OFFICE



Director, Irvine Office
17771 COWAN, SUITE 200
IRVINE CA 92614
Phone: 713-454-4367
Email: pld@woodpartners.com

ADELAIDE GRADY - BOSTON OFFICE

AARON CROYLE - SAN FRANCISCO OFFICE

BILL GREENE - DALLAS OFFICE

PHIL VETTER - CHARLOTTE OFFICE

IN THE NEWS

Wood Partners Starts Construction on Midtown Atlanta Apartments MHN

October 22, 2014

Wood Partners to Break Ground on Alta Steelyard Lofts AZBEX

September 09, 2014

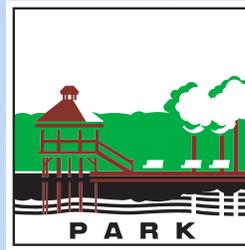
Holy Crap, the 8th+Hope Apartment Tower Will Be Expensive Curbed

June 02, 2014

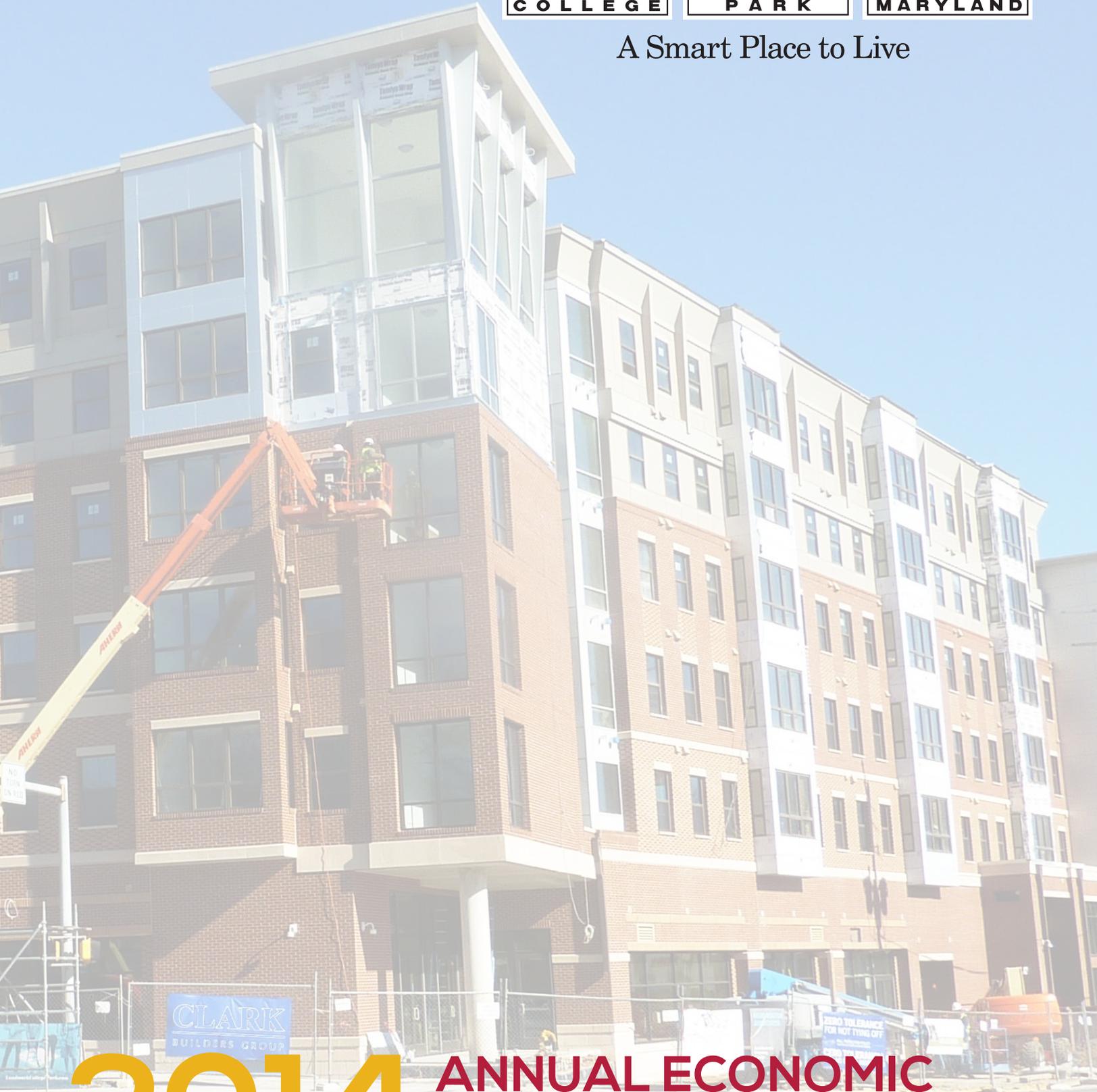
[READ MORE](#)

5

**Annual Economic
Development Report
(Report provided
separately)**



A Smart Place to Live



2014

ANNUAL ECONOMIC
DEVELOPMENT REPORT

College Town + Accessibility + Growth = Unique Opportunity

Since 2005, the City of College Park's main commercial corridor, US Route 1/Baltimore Avenue, has been transforming from an auto-dominated thoroughfare into a series of walkable nodes inside the Beltway. In this ten-year period, College Park has landed **\$1 billion in private investment**, including completed, under construction, and planned development projects. As a result, the **population has grown nearly 30%** since 2000 and shows no signs of slowing down as numerous housing developments are set to open in 2015 and beyond. More than any previous year, 2014 represented this decade-long emergence of College Park into an investment magnet.

By the end of the year, eight development projects had made significant strides in planning or construction. In total, these developments will add more than **1,500 housing units, 93,000 square feet of retail, and 525 hotel rooms by 2017**. Of note, The Boulevard at 9091 became the first project in Prince George's County to receive funding through the EB-5 foreign investment program, which is a tool used in many other jurisdictions to finance major developments. Other projects are garnering similar interest from international investors, which is vital to moving projects towards completion during periods of limited capital.

Beyond development, **20 retailers opened their doors this year** with notable additions including two independent coffee shops and a Korean BBQ restaurant. Several major leases have already been signed for 2015 as College Park's growth is beginning to attract a more diverse set of restaurant and retail offerings than ever before. Additionally, the City continued to support its locally-owned business community through **\$55,000 in grant funding** that was matched with more than **\$135,000 in private investment**.

The City's attractiveness to investors is highlighted by the presence of a significant economic generator in the University of Maryland and its combined base of **50,000 employees and students**. While the initial housing growth centered around meeting student demand near campus, more recent developments are aimed at attracting professionals working at the university or commuting to employment centers in the metro areas of Baltimore and the District of Columbia.

The next decade is certain to be just as exciting as the preceding one, as numerous game-changing projects loom on the horizon including the construction of the Purple Line rail system, establishment of an innovation district on the former East Campus site, potential FBI relocation to Greenbelt, and redevelopment of the City Hall site in Downtown.

TABLE OF CONTENTS

Facts & Figures	4
Demographic Information	5
Tax Base	6
Development Activity	7
Retail Market	10
Office Market	14
Residential Market	16
City Initiatives	19
Looking Ahead	26

31,274

Residents



50,000

Students, faculty, and staff
at the University of Maryland



1,321 Rooms



\$540 MILLION

in development activity

29,000

Employees

7,172

Housing Units



4,604

Daily Boardings at
College Park-UMD Station

\$73,680

Average Household Income

1.2 MILLION Annual Visitors

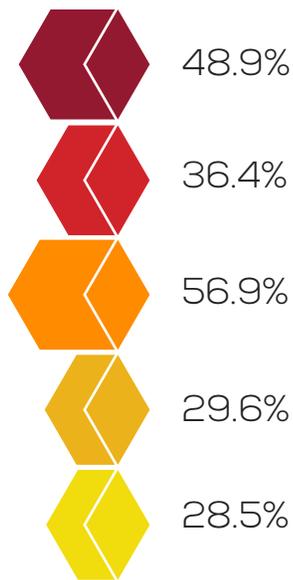
78 Restaurants



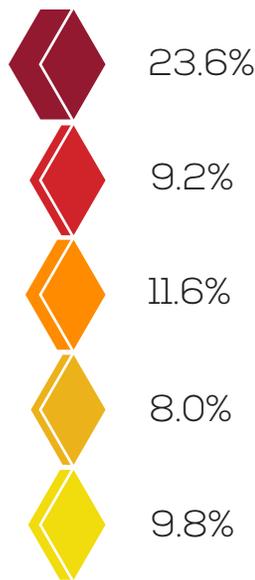
DEMOGRAPHIC INFORMATION

■ College Park
 ■ Maryland
 ■ Montgomery County
 ■ Prince George's County
 ■ United States

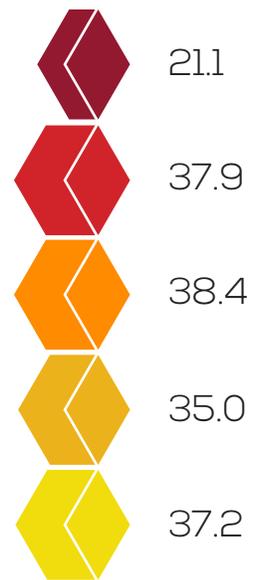
Bachelor's Degree or Higher
for population over 25 years



Population Growth from 2000 to 2012



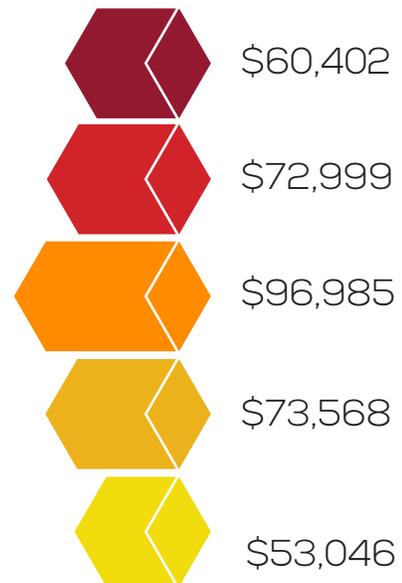
Median Age



Mean Household Income



Median Household Income

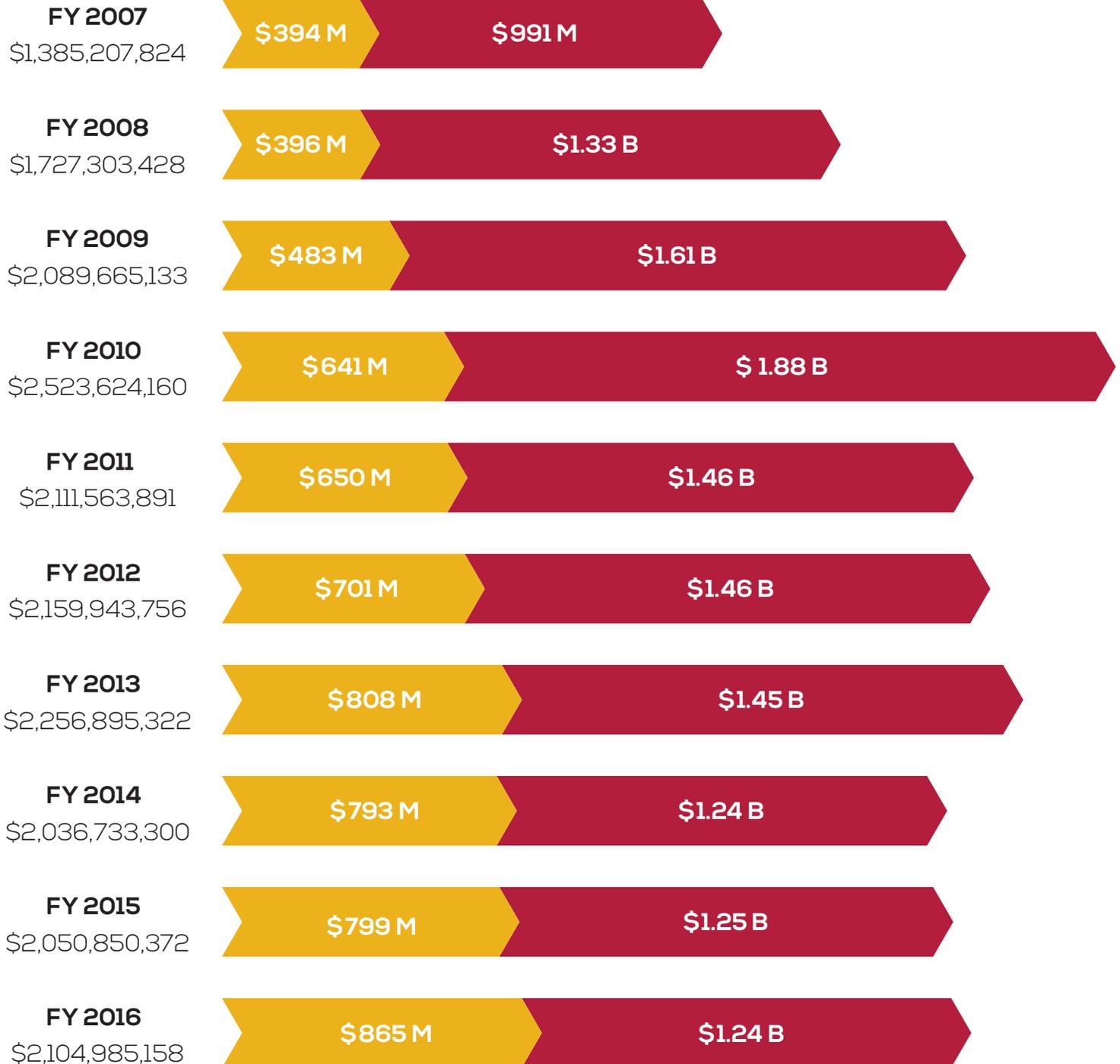


TAX BASE

City Taxable Assessment by Year

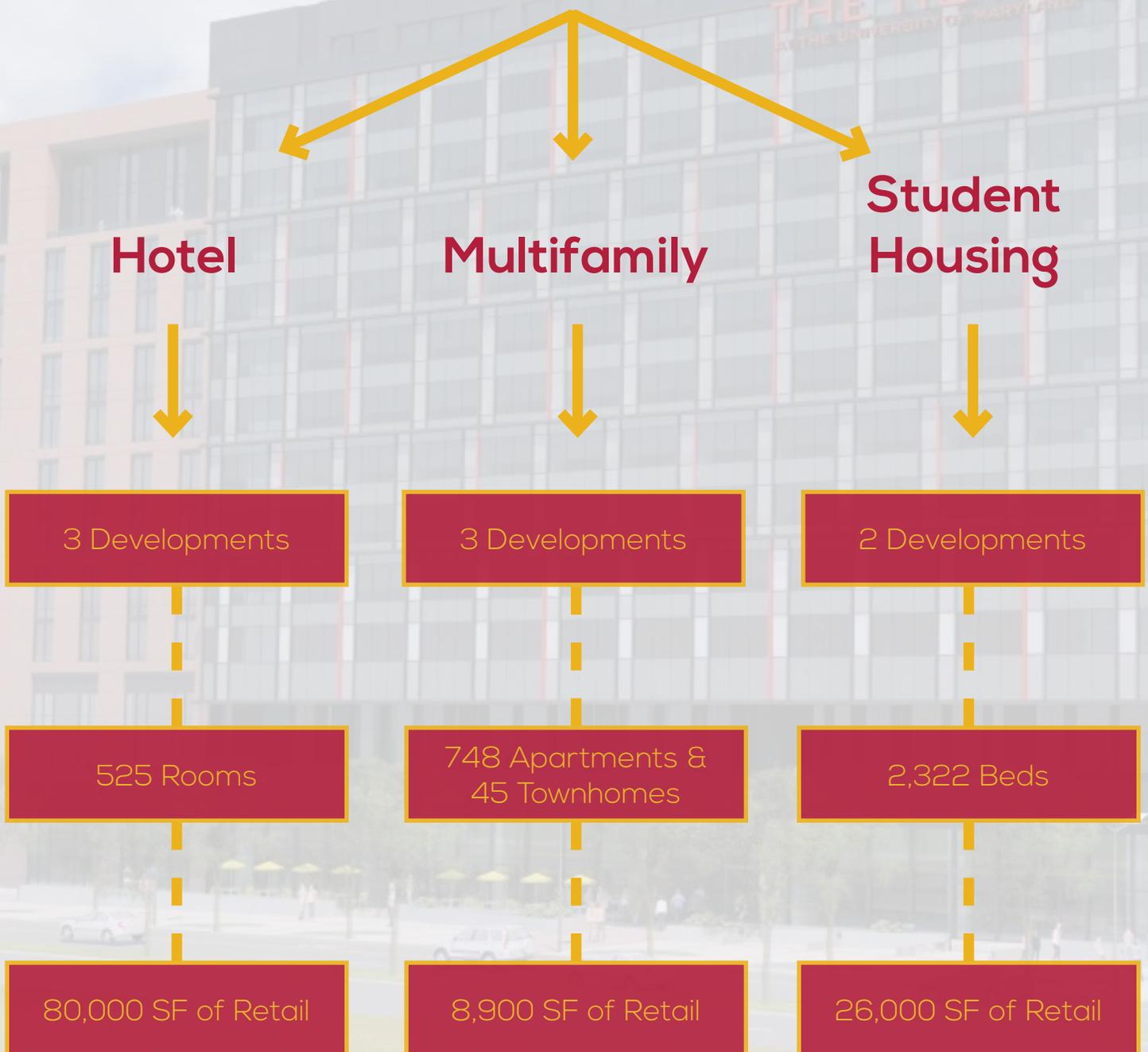
Excludes Homestead Tax Credit Adjustment

Commercial Residential



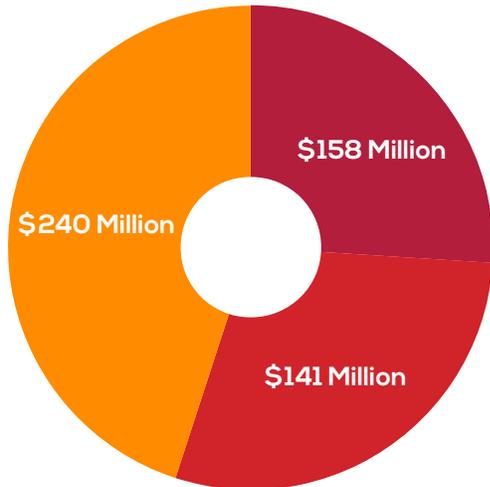
DEVELOPMENT ACTIVITY

\$540 Million in Active Projects



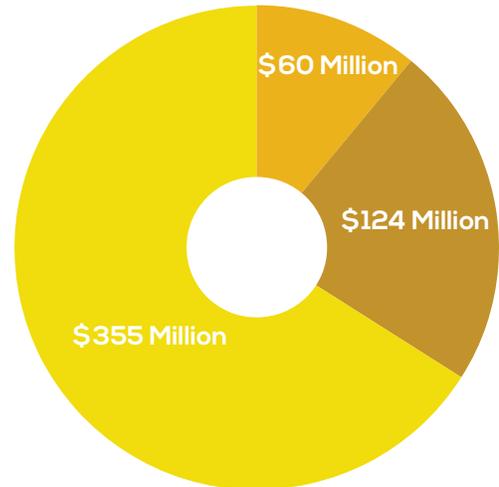


Value by Development Type



■ Hotel
 ■ Multifamily
 ■ Student Housing

Value by Commercial Area



■ Downtown
 ■ Lower Midtown
 ■ Upper Midtown

■ ■ **4700 Berwyn House Road**
 275 Apartments
 1,000 SF of Retail
 2015 Groundbreaking
 \$40,000,000 Estimated Value

■ ■ **The Boulevard at 9091**
 238 Apartments & 45 Townhomes
 4,133 SF of Retail
 Early 2015 Groundbreaking
 \$63,000,000 Estimated Value

■ ■ **College Park Place**
 157-Room Courtyard by Marriott
 23,615 SF of Retail
 Early 2015 Groundbreaking
 \$20,000,000 Estimated Value

■ ■ **The Hotel at the University of Maryland**
 293 Hotel Rooms
 20,000 SF of Conference Space
 57,000 SF of Retail
 Early 2015 Groundbreaking
 \$115,000,000 Estimated Value

■ ■ **Landmark College Park**
 829 Student Beds
 13,844 SF of Retail
 Summer 2015 Completion
 \$90,000,000 Estimated Value

■ ■ **Monument Village**
 235 Apartments
 4,800 SF of Retail
 Spring 2016 Completion
 \$55,000,000 Estimated Value

■ ■ **Terrapin Row**
 1,493 Student Beds
 12,000 SF of Retail
 Fall 2016 Completion
 \$150,000,000 Estimated Value

■ ■ **TownePlace Suites**
 75 Hotel Rooms
 2015 Groundbreaking
 \$6,000,000 Estimated Value

DEVELOPMENT ACTIVITY



Project Map

Development Type

- Hotel
- Multifamily
- Student Housing

US1 Commercial Area

- Downtown
- Lower Midtown
- Upper Midtown



- 1 4700 Berwyn House
- 2 The Boulevard at 9091
- 3 College Park Place
- 4 The Hotel at UMD
- 5 Landmark College Park
- 6 Monument Village
- 7 Terrapin Row
- 8 TownePlace Suites

4700 Berwyn House Road



The Boulevard at 9091



College Park Place



The Hotel at the University of Maryland



Landmark College Park



Monument Village



Terrapin Row



TownePlace Suites



RETAIL MARKET

1,352,055 SF
Leasable Space

276
Storefronts

20 Openings
in 2014



1,280,281 SF
Occupied

251 Storefronts
Occupied

39,746 SF
Leased

5.31%
Vacancy Rate

78
Restaurants

6 Restaurants

93,884 SF
Planned

133 Independent
Merchants

15 Independent
Merchants

RETAIL MARKET



Commercial Area Map

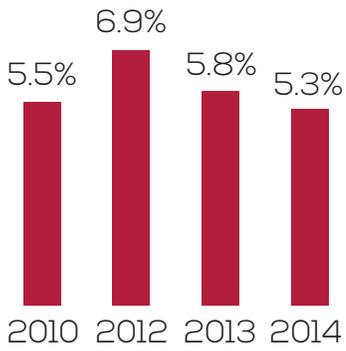
Commercial Area

-  Berwyn
-  Downtown
-  Hollywood
-  Lower Midtown
-  Upper Midtown
-  Uptown

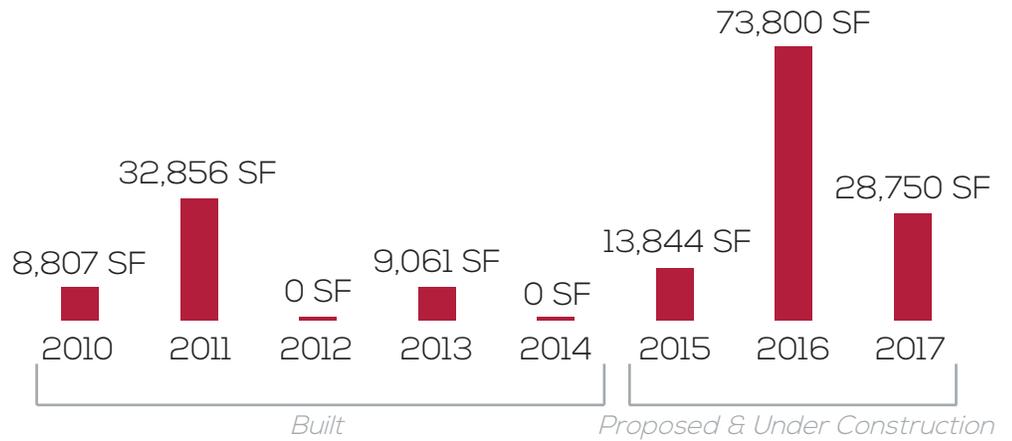




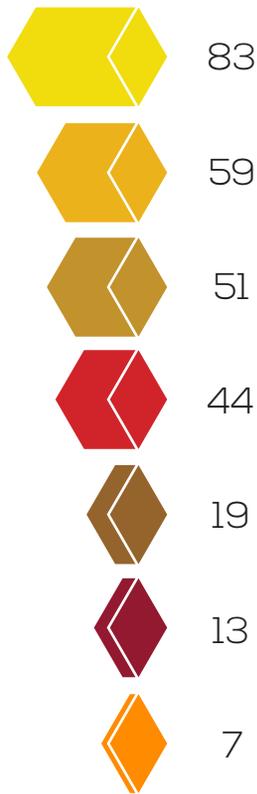
Vacancy Rate by Year



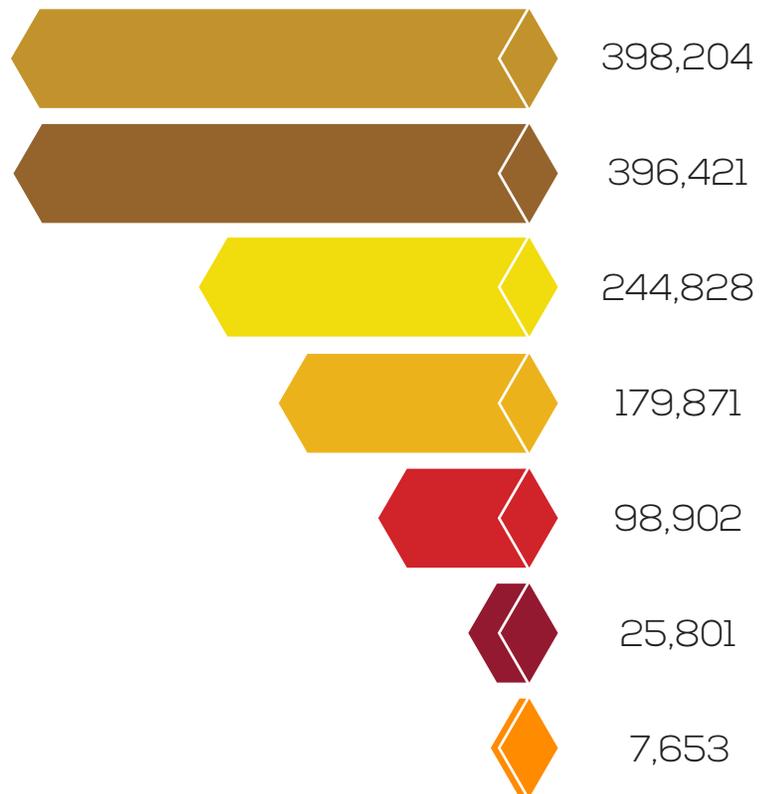
Square Footage Added by Year



Storefronts Per Commercial Area



Square Footage per Commercial Area



■ Berwyn
 ■ Downtown
 ■ Hollywood
 ■ Lower Midtown
 ■ Other
 ■ Upper Midtown
 ■ Uptown

OFFICE MARKET

**Total
Inventory**

**Federal &
University**

Other

3,300,000 SF

2,880,000 SF

432,000 SF

2.79 % Vacancy Rate

0.1 % Vacancy Rate

18.6 % Vacancy Rate

300,000 SF planned

300,000 SF Planned

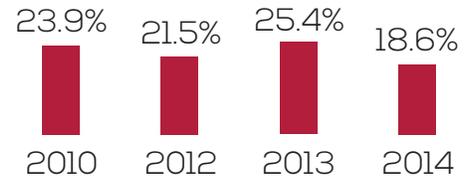
0 SF Planned



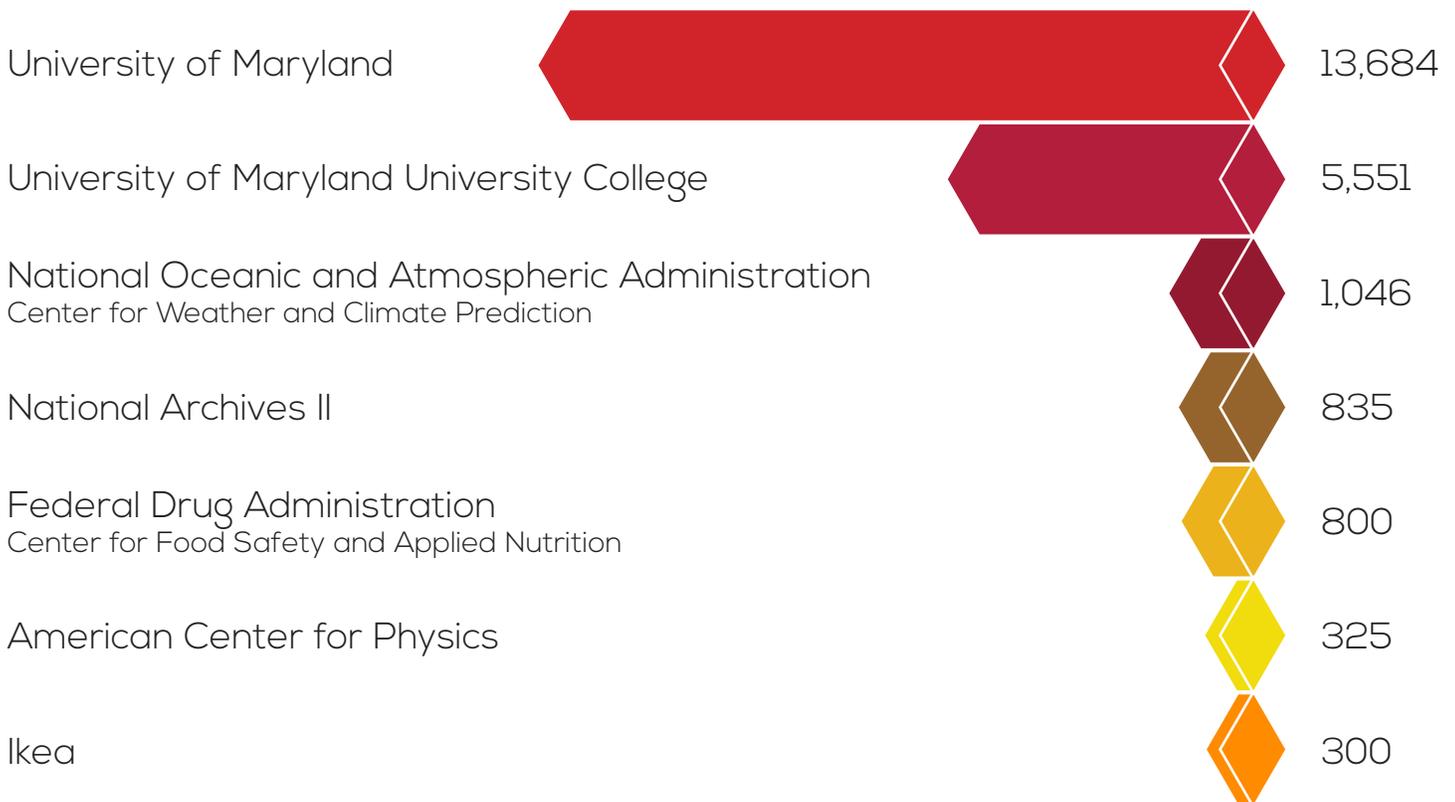
Total Vacancy Rate by Year



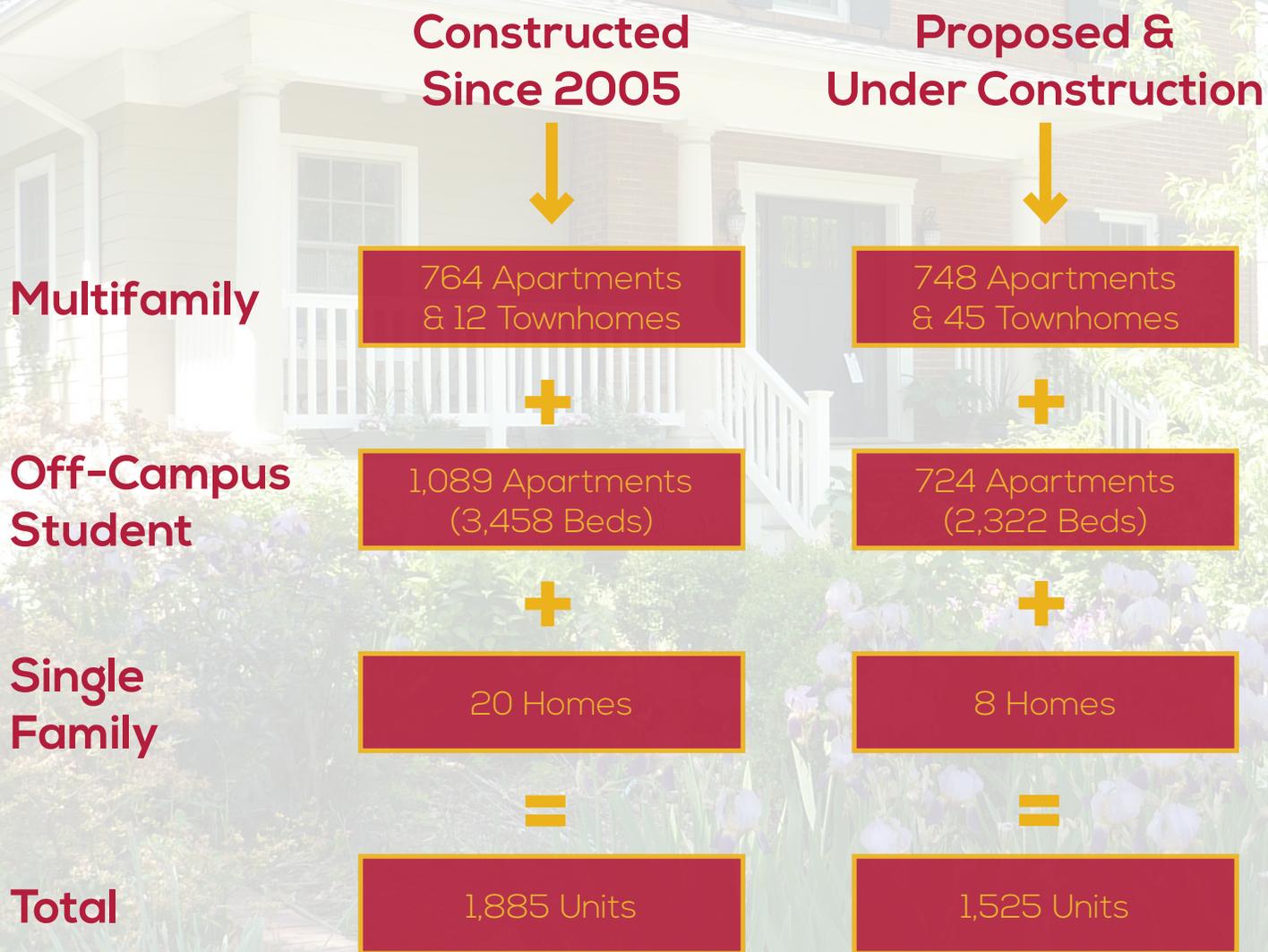
Non-Federal and University Vacancy Rate by Year



Top Employers in 2014



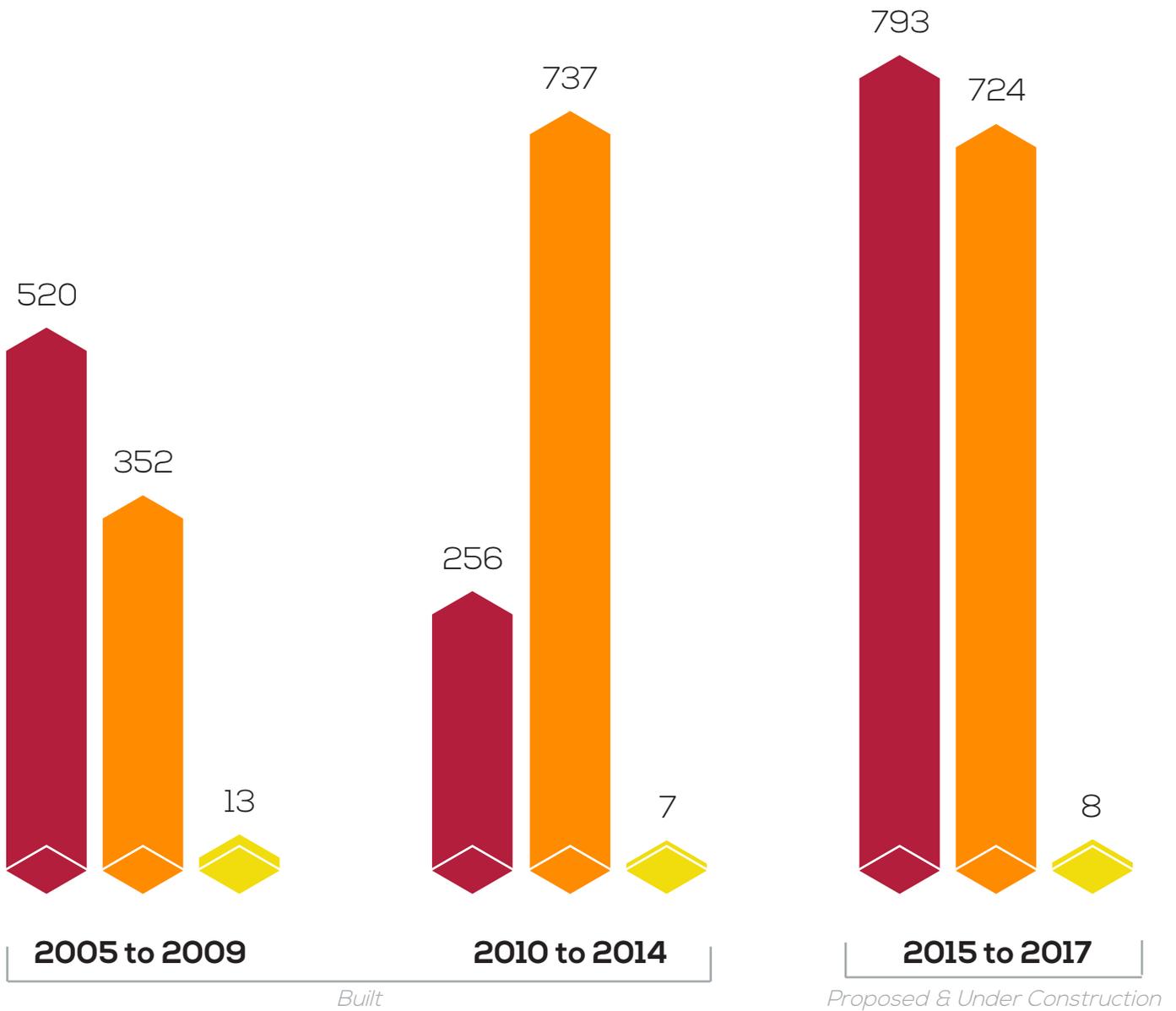
RESIDENTIAL MARKET





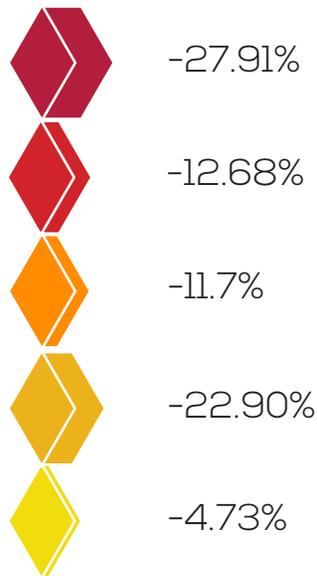
Housing Units Constructed

■ Multifamily ■ Off-Campus Student Housing ■ Single Family

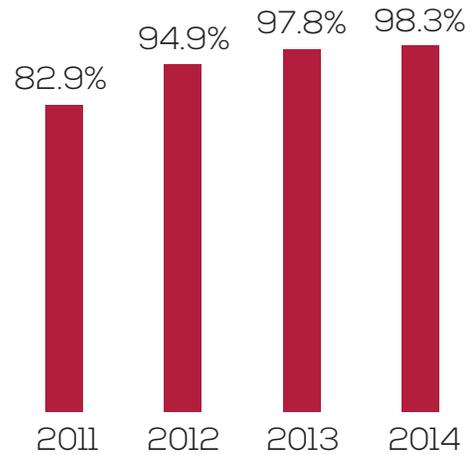




Change in Median Owner-Occupied Home Value from 2007 to 2013



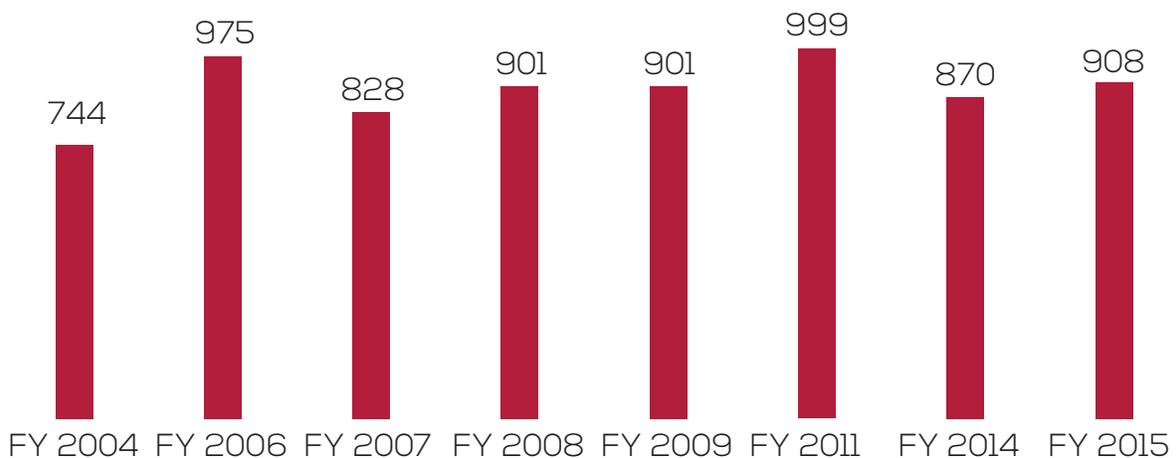
Student Housing Occupancy Rate by Year



Includes The Enclave, Mazza Grandmarc, Parkside, University Club, University View I & II, and The Varsity

- College Park
- Maryland
- Montgomery County
- Prince George's County
- United States

Single Family Houses With Rental Licenses by Year



CITY INITIATIVES

Business

Community

Development



Business Retention Fund

Downtown Farmers Market

Revitalization Tax Credit Program

Hollywood Facade Improvement Program

US 1 Strategic Demolition Program

Retail Attraction & Expansion Fund

BUSINESS INITIATIVE



Business Retention Fund

Established in September 2013, this fund serves as a business retention tool for retailers. Limited to independent and locally-owned businesses, eligible uses include exterior and interior improvements affixed to the property (e.g. flooring, lighting, painting, and signage). Applications for dollar-for-dollar matching grants, not to exceed \$5,000, are accepted during one window each year. The program is funded through an annual budget allocation by the City Council.

Applications are evaluated using a 25-point system based on factors including the length of operations in the City, the business type, whether the improvements are to the facade, and the amount of private investment generated.

In its first two years of existence, the program has received 24 applications totaling more than \$75,000 in requested funds. From these requests, 15 retailers have been awarded a total of \$49,000, which has been matched with more than \$75,000 in private funding.

The most recent fund cycle took place in July 2014 with the following grantees and their improvements:

Aroy Thai

Mechanical and plumbing upgrades in the kitchen

College Park Bicycle

Fabrication and installation of storefront awnings

College Park Car Wash

Upgrades to electrical and mechanical systems

Cornerstone Grill & Loft

Repair of exterior staircase

Fishnet Restaurant

Installation of ceiling fans and HVAC unit

Gailes' Violin Shop

Installation of exterior lighting and signs

Rising Sun Motors

Fabrication and installation of storefront awnings

Shanghai Cafe

Installation of HVAC unit

Universal Barbershop

Interior painting and replaced storefront awning

PROJECT SPOTLIGHT

College Park Bicycle
7301 Baltimore Avenue

Business Information

Operating in College Park since 1979

Improvement List

Replacement of storefront awnings

Impact of Improvements

Increased visibility from Route 1

Financial Information

\$4,650.92 in City grant funds
\$4,650.92 in private investment



Before

After

BUSINESS INITIATIVE



Hollywood Facade Improvement Program

This program is the result of the City's efforts to reinvigorate the Hollywood Commercial District, which is located in the northern portion of the City along Rhode Island Avenue. The area is home to more than 40 retailers, including anchor tenants in MOM's Organic Market and REI, as well as several small office buildings.

Since their construction, primarily in the 1960's, the majority of buildings in the district have not been significantly renovated. The result is a series of outdated storefronts, which presents a hurdle for attracting retailers. In order to incentivize investment from the business and property owners, the City created this program in October with repurposed funds from a State grant.

Eligible uses include exterior improvements such as awnings, doors, lighting, masonry work, painting, signage, and windows. Applicants are approved on a first come, first served basis with dollar-for-dollar matching grants available for a minimum of \$2,500 and a maximum of \$25,000.

In order to generate interest in the program, City staff obtained conceptual designs from the Prince George's County Planning Department and the Neighborhood Design Center to showcase potential improvements. With these designs in hand, staff approached business and property owners to discuss the facade program and gauge interest in proceeding with the improvements.

Early discussions have been positive, with several of the owners expressing interest in the program. In 2015, City staff expects to continue working with the businesses and property owners to progress with their applications and eventually receive approval to construct the improvements. The results of these changes to the facade will benefit the existing tenants by creating a more welcoming environment for patrons, while also making the storefronts more attractive to potential tenants.

PROJECT SPOTLIGHT

9913-9921 Rhode Island Avenue

Property Information

Constructed in 1961
4,800 SF of retail

Improvement List

Remove existing sheet metal parapet
Replace with EIFS surface & paint building

Status

County permit approved on January 13, 2015



BUSINESS INITIATIVE



Retail Attraction & Expansion Fund

Established through a Community Legacy grant from the Maryland Department of Housing and Community Development, this fund serves as a business attraction and expansion tool. Eligible businesses include apparel stores, coffee shops, entertainment venues, full service restaurants, gourmet food shops, and yoga studios while banks, convenience stores, dry cleaners, fast food restaurants, and hair salons represent non-eligible business types. Additionally, the fund is limited to independent, locally-owned businesses.

Eligible uses include exterior and interior improvements affixed to the property (e.g. flooring, lighting, painting, and signage). Applicants may apply for a matching grant, not to exceed \$25,000, for a maximum 50% of the costs. In addition to submitting documentation showing their business plans and financial capacity, applicants are required to attend counseling sessions with the Maryland Small Business Development Center before receiving the grant award.

Since its creation in early 2013, the fund has received seven applications from prospective retailers. While several applicants ultimately did not sign leases, or failed to meet the review standards, two retailers completed the process and received a total of \$30,000 to assist with their leasehold improvements.

The Board and Brew - 8150 Baltimore Avenue

Offering nearly five hundred board games to play in a cozy cafesetting, the business opened in July 2014 with assistance from a \$25,000 grant. The owners matched the grant with more than \$85,000, excluding additional non-eligible costs including equipment, furniture, and inventory) to combine and renovate two existing retail spaces on the ground floor of The Varsity student housing complex.

Laser Essential - 8145 Baltimore Avenue

Providing the latest technology in hair removal and skin care, the business opened in October 2014 with assistance from a \$5,000 grant. In order to convert the dilapidated restaurant space into a medical spa, the owners matched the grant with more than \$25,000, excluding non-eligible costs including equipment and furniture).

PROJECT SPOTLIGHT

The Board and Brew
8150 Baltimore Avenue

Business Information

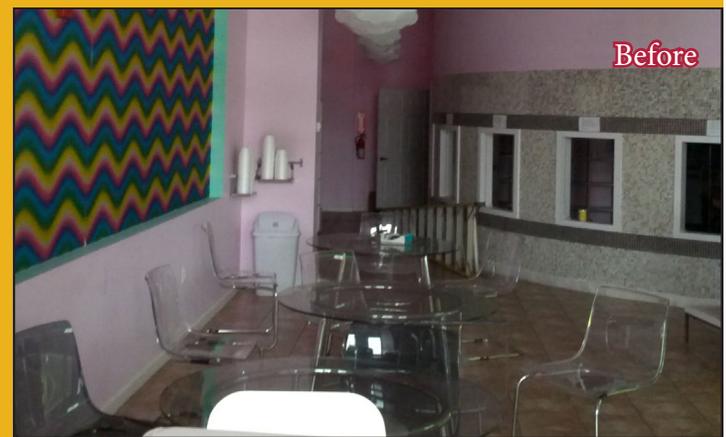
Cafe with hundreds of classic and new board games complemented by coffee, weekly open mic nights, and other events.

Improvement List

Interior demolition to combine two spaces
Ceiling, flooring, and framing work
Electrical, mechanical, and plumbing work

Financial Information

\$25,000 in City grant funds
\$85,000 in private investment
(excludes non-eligible costs including equipment, furniture, and inventory)



Before



After

COMMUNITY INITIATIVE



Downtown Farmers Market

In collaboration with a Prince George's County-based farm, the market opened at City Hall in 2010 with a handful of vendors. With its fourth season recently completed, the market now features a collection of 16 vendors and averages close to 300 visitors each week.

In the absence of a grocery store in Downtown, the market was opened to bring fresh produce to residents in a convenient location. Additionally, the market is part of a larger effort to attract visitors to Downtown in order to support its seventy merchants on Sundays.

The market has something for everybody, as products include locally-grown fruits and vegetables, baked goods, BBQ, cheeses, jewelry, meats, pickles, root beer, tea, and wine. Beyond the vendors, events include a weekly band, cooking demonstrations, nutrition seminars, animal adoptions, gardening workshops and more. The market is open between April and November from 10:00am to 2:00pm each Sunday.

2014 VENDORS

Alcoba Coffee
Bill's Backyard BBQ
Cecilia's Delight
Christine's Designs
Elk Run Vineyard and Winery
Gentle Flours Bakery
Great Shoals Winery
Heavenly Created Desserts
Larry's Produce
Miller Farms
P.A. Bowen Farmstead
Phil's Dills Gourmet Pickles
Roy and RT's Kitchen
Thunder Beast Root Beer
True Honey Teas
and
weekly music from Birds on a Wire



COMMUNITY INITIATIVE



US 1 Strategic Demolition Program

Through a Community Legacy grant from the Maryland Department of Housing and Community Development, the City received \$75,000 for the demolition of vacant, blighted buildings on the US 1 corridor. Despite numerous large-scale developments changing the street's character in recent years, several dilapidated buildings remained that detracted from the overall appearance of the thoroughfare.

The grant provided the City with an opportunity to raze three long-vacant buildings, which became nuisances to the community. While the City provided the majority of funds, each property owner also made a contribution.

9091 Baltimore Avenue

Formerly a popular restaurant, this 3,360-square-foot building sat vacant since 2004. Situated just north of MD-193, this property was in a highly visible location for visitors to College Park. The property was slated for redevelopment in the late 2000's, but the economic recession halted those plans. With a new developer on board, the City reached an agreement to demolish the building at a total cost of \$29,325. Groundbreaking for the mixed-use, multifamily development is expected to take place in early 2015.

9339 Baltimore Avenue

Formerly a waterbed store, this 2,800-square-foot building sat vacant since 2004. Located on the same property as an existing car rental facility, there are no short-term redevelopment plans which meant it was unlikely for the building to be razed without this grant opportunity. The total cost of the demolition was \$25,470.

4700 Edgewood Road

Sitting at the northern gateway of College Park from the Beltway, this 3,800-square-foot house was in significant disrepair and creating a negative first impression for many visitors. While redevelopment is expected in the future, an exact timetable is unknown which led the City to negotiate an agreement with the property owner to demolish the building for a total cost of \$22,840.

PROJECT SPOTLIGHT

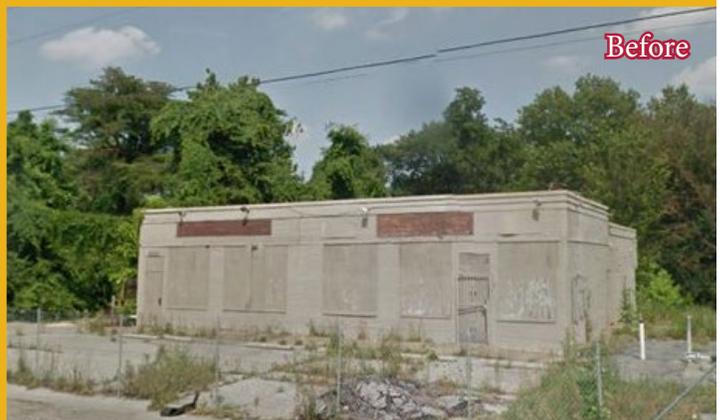
The Boulevard at 9091
9091 Baltimore Avenue

Future Use

Mixed-use project with 238 apartments,
45 townhomes, & 4,133 SF of retail

Status

Groundbreaking expected in Q1 2015



DEVELOPMENT INITIATIVE



Revitalization Tax Credit Program

Created in November 2012 by an ordinance of the Mayor and City Council, this program provides financial incentives for development projects through real property tax credits against the municipal tax, which is \$0.335 per \$100 of assessed value. The ordinance established revitalization districts and criteria for granting the tax credits; therefore, applicants must be located within one of the districts and meet specific criteria to be eligible for the five-year tax credit (75% in year one, 60% in year two, 45% in year three, 30% in year four, and 15% in year five). The credit itself is granted against the increased assessment attributed to the development project.

In order to receive the tax credit, applicants must demonstrate that their development meets a certain number of criteria, with possible categories including LEED Silver certification, proximity to a rail station, assemblage of properties and development complicated by environmental contamination.

The sole tax credit approved in 2014 went to Monument Village, a mixed-use development with 235 apartments and 4,800 SF of ground level retail. After originally being approved in 2008, the project stalled under the initial developer until Monument Realty restarted it in late 2012.

The development broke ground in October and is scheduled to open in early-2016 at 9122 Baltimore Avenue. With an estimated value of \$55 million, the development will provide the City with an additional \$170,000 in taxes annually.

Monument Village met the program's eligibility criteria by assembling two properties, committing funds for a traffic signal, achieving LEED Silver certification, demolishing a vacant structure, and being within a walkable node on Route 1. Per the ordinance, the applicant was eligible for a tax credit of \$380,000 over five years; however, the City Council elected to reduce the amount and grant the development a tax credit over three years in the amount of \$190,000.

PROJECT SPOTLIGHT

Monument Village
9122-9128 Baltimore Avenue

Development Information

Located just north of MD-193, the 3.78-acre property is a prominent site due to its lengthy frontage on Route 1. The mixed-use project will include 235 apartments & 4,800 SF of retail.

Financial Information

\$190,000 - value of tax credit over five years
\$170,000 - projected new annual City taxes

Status

Broke ground in October 2014
Expected opening in Spring 2016



LOOKING AHEAD

Development

Infrastructure

College Park-UMD
Transit District

Hollywood Commercial
District Streetscape

Downtown
College Park

Purple Line
Light Rail

University of Maryland
Innovation District

LOOKING AHEAD



Transforming the College Park-UMD Transit District

Despite the opening of the metro station in 1993, the surrounding area has yet to see mixed-use development that takes advantage of the transit-rich location. While an office presence has developed through the University's M Square Research Park and additional federal buildings, the area lacks a sense of place and activity beyond work hours. A new Transit District Development Plan envisions five interconnected neighborhoods with a mix of housing, office, and retail.

A Changing Downtown College Park

While Downtown is undergoing major changes with the construction of Landmark and Terrapin Row, student housing buildings opening in 2015 and 2016, additional redevelopment is expected in the coming years. Specifically, the City and University are in the early stages of a joint development on the current City Hall site that would house a new City Hall, office space for the University, ground floor retail, and a public plaza in the heart of Downtown.



Igniting the Entrepreneurial Spirit on Campus

The University's plans for an Innovation District on the former East Campus site are just taking shape, but the vision is a vibrant, inter-disciplinary mixed-use community anchored by a conference hotel that is expected to break ground in 2015. The district will look to commercialize technologies and expand industry collaboration, while further linking the campus with the M Square Research Park. Recommendations for the district will be submitted to the Facilities Committee in early 2015.

Reimagining the Hollywood Commercial District

With more than 40 storefronts, the commercial district on Rhode Island Avenue serves as a secondary retail core to Route 1. While anchor tenants are present in MOM's Organic Market and REI, many buildings have been neglected over the years and are in need of facelifts. The previously described facade improvement program was created to incentivize those changes, while the City is designing a streetscape plan to enhance the aesthetics and improve walkability. A conceptual plan will be prepared in early 2015 with engineering and implementation to follow in 2015 and 2016.



Uniting the Capital Region of Maryland

A 16.2-mile light rail line linking commercial and residential centers including Bethesda, Silver Spring, and New Carrollton, the Purple Line is expected to near closer to construction in 2015. Of the 21 stations along the route, four are located within College Park including stops on the University of Maryland and at the College Park-UMD Metro Station. With an expected daily ridership of 69,000, the Purple Line will provide a vital east-west connection between Montgomery and Prince George's Counties, while also encouraging transit-oriented development.





Department of Planning, Community & Economic Development
4500 Knox Road
College Park, MD 20740
240.487.3538
www.collegeparkmd.gov/economicdevelopment

6

Review of City's Revitalization Tax Credit Program

MEMORANDUM

TO: Mayor and Council

FROM: Michael Stiefvater, Economic Development Coordinator *MS*

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

DATE: January 30, 2015

SUBJECT: Review of College Park Revitalization Tax Credit Program

ISSUE

Since its adoption in November 2012, the City's Revitalization Tax Credit Program has received four applications. Based on this experience, staff and the City Attorney are recommending modifications to the Ordinance to ensure the Program meets its goals of incentivizing high-quality redevelopment projects.

BACKGROUND

The idea of a tax credit program was initially conceived in 2009, as the City aimed to create financial incentives that would encourage redevelopment and revitalization of its key commercial districts. Due to the increased costs associated with infill development (e.g. land assemblage, lease buyouts) that are not typically present in more suburban development, the City looked to offset these costs through real property tax credits and increase the attractiveness of development opportunities in College Park. However, at that time the City did not have the authority to establish revitalization districts or grant property tax credits. The City requested a change in the Annotated Code of Maryland to allow the creation of such a program, which was approved in June 2011. In October 2012, City Ordinance 12-0-10 was introduced to provide the framework for the College Park Revitalization Tax Credit Program.

The guidelines for the Program include six revitalization districts: US 1 Corridor Development District Overlay Zone, College Park-Riverdale Transit District Overlay Zone, Hollywood Commercial Development District Overlay Zone, Berwyn Commercial and Industrial Districts, Branchville Industrial District, and Greenbelt/University Commercial Corridor. In order to qualify for a tax credit, projects are required to receive approval of their detailed site plan or building permit by City Council while meeting a number of eligibility criteria as set by Section 175-9 of the Ordinance. Projects that meet all requirements may receive a five-year tax credit on real property taxes based on the increased assessment attributed to the improvements. The tax credit is in an amount equal to 75% of the increased assessment in the first year, 60% in the second year, 45% in the third year, 30% in the fourth year, and 15% in the fifth year. While projects that are under construction, completed, or have an approved detailed site plan or building permit are prohibited, a waiver provision was included to grant these projects consideration in certain circumstances. Tax credits granted under the waiver provision are subject to possible reductions in the amount and/or duration by City Council.

Since the Program's launch, staff has received applications from four development projects: College Park Place, The Enclave, Monument Village, and The Varsity. Following is a summary of each project's application status:

College Park Place

Submitted in July 2014, the applicant is seeking a tax credit for phase 1 (hotel and retail) and phase 2 (multifamily housing). Since the application filing date, both phases of the project received Detailed Site Plan approval. The tax credit application is scheduled for review at the January 20, 2015 City Council worksession. Upon its completion, College Park Place is expected to have an increased assessment of more than \$50,000,000 that will contribute nearly \$170,000 annually in real property taxes to the City.

The Enclave

Submitted in September 2013, the applicant sought a tax credit for phase 1 (completed student housing and retail) and phase 2 (approved, but not yet built student housing). Staff determined that phase 1 was ineligible, while phase 2 was eligible; however, it was discovered that the owner was delinquent on their City and County property taxes and the application was placed on hold. Upon its completion, The Enclave's second phase is expected to have an increased assessment of \$10,000,000 that will contribute \$33,500 annually in real property taxes to the City.

Monument Village

Submitted in November 2013, the applicant sought a tax credit for the mixed-use, multifamily housing complex that was approved in 2008, but had yet to begin construction. The project was eligible for a tax credit through the waiver provision with the maximum amount of \$387,392.06 over a five-year period. City Council elected to reduce the credit in half to \$193,696.03 over a three-year period. Upon its completion in 2016, Monument Village is expected to have an increased assessment of more than \$51,000,000 that will contribute more than \$170,000 annually in real property taxes to the City.

The Varsity

Submitted in April 2013, the applicant sought a tax credit for the mixed-use, student housing complex that was completed in 2011. The project was eligible for a tax credit through the waiver provision with the maximum amount of \$717,488.60 over a five-year period. City Council elected to reduce the credit to \$500,000 over a five-year period. With an increased assessment of more than \$95,000,000, The Varsity contributes nearly \$320,000 annually in real property taxes to the City.

SUMMARY

The entirety of the proposed changes to the Ordinance is shown in Attachment 1. While the majority of these are minor changes to clarify the eligibility criteria and refine the review process, there are several significant modifications that are described below:

- Section 175-9 – Eligibility Requirements (A)
 - The proposed change would exclude student housing from the list of eligible improvements in order to further incentivize other development types.

- Section 175-10 - Eligibility Criteria (E)
 - The proposed change would require projects to exceed the LEED certification required by Prince George's County. For example, the US 1 Corridor Sector Plan requires all development within the walkable nodes to obtain a minimum LEED-Silver certification in its appropriate rating system. The change would require the project to obtain LEED-Gold or higher certification in order to meet the criterion.

- Section 175-11 – Credit: amount and term
 - The proposed change gives the council the flexibility to reduce or eliminate the credit amount and/or duration as well as to alter the sequence of the tax credit based on city budget constraints.
- Section 175-13 – Waiver (A(2)):
 - The proposed change would eliminate this waiver provision to make any completed project ineligible for a tax credit.
- Other
 - Consideration was given to requiring an applicant to also apply for a tax credit through Prince George’s County; however, staff felt that was an unnecessary requirement since the two programs are not jointly operated.

RECOMMENDATION

Staff recommends amending City Ordinance 12-O-10 to incorporate the proposed changes.

ATTACHMENT

1. Proposed Changes to City Ordinance 12-O-10

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

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

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

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

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

CAPS
 [Brackets]
 Asterisks * * *

: Indicate matter added to existing law.
 : Indicate matter deleted from law.
 : Indicate matter remaining unchanged in existing law but not set forth in Ordinance

§175-9 Eligibility requirements.

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

REQUIREMENTS:

- A. Improvements must include new construction, reconstruction, or rehabilitation of residential (excluding single family detached AND MULTI-FAMILY HOUSING INTENDED TO HOUSE STUDENTS OR TO BE RENTED BY THE BED), commercial, hospitality, or mixed-use properties.
- B. The applicant must be in good standing with the City [~~of College Park's Public Services and Finance Departments~~]. In order to be in good standing, applicants may not have any outstanding code OR ZONING violations or be delinquent on any payments including, but not limited to, trash bills, permit fees, FINES and City tax payments.
- C. – D. * * * *
- E. AN APPLICATION FOR A CITY TAX CREDIT SHALL BE SUBMITTED NO LATER THAN THE DATE OF ACCEPTANCE FOR THE INITIAL DETAILED SITE PLAN FOR THE PROJECT BY THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION (M-NCPPC), IF APPLICABLE, OR THE SUBMISSION OF A BUILDING PERMIT APPLICATION TO PRINCE GEORGE'S COUNTY. Projects that are under construction, completed, or have an approved detailed site plan or building permit prior to the adoption of this program are not eligible for the tax credit.

Section 2. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park Maryland that Chapter 175 "Taxation", Article IV "Revitalization Tax

Credit” §175-10, “Eligibility criteria” be and it is hereby repealed, re-enacted and amended to read as follows:

§175-10 Eligibility criteria

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

- A. The MAJORITY OF THE LAND AREA OF THE PROPERTY UPON WHICH project is located IS within a ½-mile radius of an existing or under construction rail station for THE Washington Metropolitan Area Transit Authority, Maryland Area Regional Commuter, Maryland Transit Administration, or similar agency.
- B. * * * *
- C. The project involves the SIGNIFICANT INVESTMENT OF FUNDS IN THE buyout of leases, SUCH AS LONG TERM LEASES, to facilitate redevelopment.
- D. The project will complete, or commit funds for, substantial infrastructure improvements such as a new or relocated traffic signal, a public street, a public park, a public parking garage, undergrounding of utilities, or SUPPORT FOR a bikeshare SYSTEM [~~station~~].
- E. The project [~~meets~~] EXCEEDS the REQUIRED PRINCE GEORGE’S COUNTY minimum green building guidelines as established by the US Green Building Council’s LEED [~~Silver~~] Certification for the project’s appropriate rating system AND IN ANY EVENT MEETS THE MINIMUM STANDARDS FOR A LEED SILVER CERTIFICATION. A LEED scorecard must be submitted with the detailed site plan

application and evidence of certification MUST BE SUBMITTED at the time of final application for the tax credit.

F. The MAJORITY OF THE LAND AREA OF THE PROPERTY ON WHICH THE project is located IS within one of the walkable development nodes designated in the approved Central US 1 Corridor Sector Plan.

G. * * * *

H. * * * *

I. The project has secured at least one locally-owned, non-franchise business TOTALLING AT LEAST 1,000 SQUARE FEET OF SPACE as evidenced by executed lease agreements OF AT LEAST FIVE YEARS DURATION at the time of final application for the tax credit.

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

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

§175-11 Tax Credit: amount and term

An eligible property may receive a five-year tax credit on City real property taxes based on the increased assessment attributed to the taxable improvements upon project completion as determined by the Supervisor of Assessments. The tax credit shall be in an amount equal to 75% of the increased assessment of City tax imposed in the first year; 60% in the second year; 45% in the third year; 30% in the fourth year; and 15% in the fifth year, PROVIDED

HOWEVER, THAT IF SUCH A TAX CREDIT IS NOT FINANCIALLY FEASIBLE BASED ON CITY BUDGET CONSTRAINTS, THE COUNCIL MAY REDUCE OR ELIMINATE THE AMOUNT AND/OR DURATION, AND/OR ALTER THE SEQUENCE, OF THE TAX CREDIT. The tax credit is transferable to subsequent property owners within the term of the original agreement.

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

§175-12 Application process.

The application process is as follows:

A. * * * *

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

C. City Council resolution. A City Council resolution must be approved to authorize the award of a tax credit. The approval will be contingent on all required terms of the revitalization tax

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

D. Final application approval. Prior to final [~~acceptance~~] APPROVAL of the application for a City tax credit, documentation must be submitted to the City's Director of Finance, including a legal description of the property, proof of a properly issued use and occupancy permit applicable to eligible improvements, evidence of compliance with any City agreement or required certifications, COPIES OF ALL LEASES TO LOCALLY-OWNED, NON-FRANCHISE BUSINESSES USED AS A BASIS FOR ELIGIBILITY, CERTIFICATION OF LEED STATUS, and such other information or documentation as the Director may require. Upon final acceptance the City will issue a certificate to the property owner that confirms the parcel's tax credit status. A copy of the certificate will be sent to the Prince George's County Supervisor of Assessments who will determine the value of improvement.

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

§175-13 WAIVER

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

(1) When the application is filed prior to the approval of the detailed site plan or issuance of the building permit; or

~~(2) [Notwithstanding § 175-9E, if the detailed site plan was approved after January 1, 2009, the project has been constructed, and the project satisfies at least the minimum required criteria identified in § 175-10 for the district; or~~

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

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

B. – C. * * * *

Section 6. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall publish this proposed ordinance or a fair summary thereof in a newspaper having a general circulation in the City of College Park together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council. The public hearing, hereby set for _____ P.M. on the _____ day of _____,

2015, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard. After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. As soon as practicable after adoption, the City Clerk shall have a fair summary of the Ordinance and notice of its adoption published in a newspaper having a general circulation in the City of College Park and available at the City's offices. This Ordinance shall become effective on _____, 2015 provided that a fair summary of this Ordinance is published at least once prior to the date of passage and once as soon as practical after the date of passage in a newspaper having general circulation in the City.

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

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

EFFECTIVE the _____ day of _____, 2015.

ATTEST:

CITY OF COLLEGE PARK,

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

By: _____
Andrew M. Fellows, Mayor

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

Suellen M. Ferguson, City Attorney

7

Legislative Update

MEMORANDUM

TO: Mayor and City Council
FROM: Bill Gardiner, Assistant City Manager *BA*
THROUGH: Joe Nagro, City Manager
DATE: January 30, 2015
SUBJECT: Legislation Update

ISSUE: Legislative Bills of Interest to College Park

**MCPG 111-15 Prince George's - Municipal Zoning Authority with Amendments
Version 3**

Sponsor Delegate Valentino-Smith

Synopsis The bill alters the zoning authority of a municipal corporation in the county by authorizing a municipal corporation to 1) enact a comprehensive local law regulating fences in the municipal corporation; and 2) exercise the powers of the district council—if the **District Council chooses to delegate these powers**—regarding issues such as design standards, lot size variances, specific design plans, and conceptual site plans. Certain limitations on the exercise of the powers of the district council that are currently in law remain.

Pursuant to the Council vote on January 27, 2015, the Mayor sent a letter to the Bi-County Committee supporting the amendments to the bill. Copies were sent to the 21st District and County Council members Glaros and Lehman.

[Number Not Yet Assigned] Legislation to establish one Class D Beer and Wine, On and Off Sale license in the 21st Alcoholic Beverages District of Prince George's County (transfer, addition of off-sales for Plato's license) DRAFT ATTACHED

The draft of this legislation would convert one Class D beer and wine on-sale license in the 7100 block of Baltimore Avenue to a Class D beer and wine license with off-sale privileges for premises located in the 7200 block of Baltimore Avenue (may be amended to include one or more adjacent blocks on Baltimore Avenue). The intent of the legislation is to allow the owners of Plato's to open a beer and wine store on the other side of Baltimore Avenue. Additional details of the proposal will be provided by the owners.

[Number Not Yet Assigned] Municipalities – Charter Amendments – Signatures Required for Petitions DRAFT ATTACHED

The draft provided would reduce the percentage of signatures of registered voters necessary to petition a proposed charter amendment to a referendum in a municipality from 20 percent to three percent.

It is expected that a revised version of the bill will reduce the percentage to five percent for registered voters to petition that a proposed charter amendment be submitted to a referendum, and require all Council-approved charter amendments be subject to referendum.

MCPG 106-15 WSSC – Independent Review Board – Refunds DRAFT ATTACHED

The bill establishes an Independent Review Board to investigate and arbitrate billing disputes between the WSSC and its customers. The bill does not apply to disputes regarding assessments or benefit charges. The bill provide for the membership, chair, terms of the members, and staffing of the Board. The Board would have jurisdiction in cases where a person is contending that a fee or charge imposed by the WSSC is at least 25% higher than an average bill and the person has filed a written claim with the Board for a refund. If a claim is filed, the Board is required to investigate the merits of the claim and arbitrate the claim between the WSSC and the claimant. The Board has the authority to order the WSSC to pay a refund. Finally, the bill specifies other procedural details, including when a claim must be disallowed and the process to seek judicial review of a Board decision.

Please let me know if you are interested in other legislation that has been introduced.

Attachments: MCPG 106-15 WSSC – Independent Review Board

Draft Legislation to establish one Class D Beer and Wine, On and Off Sale license in the 21st Alcoholic Beverages District of Prince George’s County

Draft Legislation regarding the percentage of signatures required for municipal petitions

Outreach flyer provided by Suchitra Balachandran in support of the anticipated legislation to lower the petition threshold for municipal charter amendments and to require a Council-approved amendments be subject to referendum.

1 AN ACT concerning
2 **Prince George’s County – Alcoholic Beverages Licenses –Class D Beer and Wine,**
3 **On-Sale and Off-Sale License**

4 **PG xxx-15**

5 For the purpose of establishing one Class D Beer and Wine, On and Off Sale license in
6 the 21st Alcoholic Beverages District of Prince George’s County.

7 By adding to

8 Article 2B – Alcoholic Beverages

9 Section 9-217(*l*)(3)

10 Annotated Code of Maryland

11 (2011 Replacement Volume and 2013 Supplement)

12 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,

13 That the Laws of Maryland read as follows:

14 **Article 2B – Alcoholic Beverages**

15 9-217

16 **(*l*) (3) NOT WITHSTANDING ANYTHING TO THE CONTRARY IN**
17 **THIS SECTION, AFTER JULY 1, 2015, ONE CLASS D BEER AND WINE**
18 **LICENSE WITH ON-SALE PRIVILEGES LOCATED IN THE 7100 BLOCK OF**
19 **BALTIMORE AVENUE MAY BE CONVERTED TO A CLASS D BEER AND**
20 **WINE LICENSE WITH ON-SALE AND OFF-SALE PRIVILEGES FOR**
21 **PREMISES LOCATED IN THE 7200 BLOCK OF BALTIMORE AVENUE.**

22 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July 1,
23 2015.

Bill No.: _____

Requested: _____

Committee: _____

Drafted by: Carter

Typed by: Don

Stored - 01/09/15

Proofread by _____

Checked by _____

By: Delegate Pena-Melnyk

A BILL ENTITLED

1 AN ACT concerning

2 **Municipalities - Charter Amendments - Signatures Required for Petitions**

3 FOR the purpose of altering the percentage of signatures of registered voters in a
4 municipality necessary to petition a proposed charter amendment to a referendum
5 or to initiate a proposed charter amendment; and generally relating to municipal
6 charter amendments.

7 BY repealing and reenacting, with amendments,

8 Article - Local Government

9 Section 4-304 and 4-305

10 Annotated Code of Maryland

11 (2013 Volume and 2014 Supplement)

12 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,

13 That the Laws of Maryland read as follows:

14 **Article - Local Government**

15 4-304.

16 (a) The legislative body of a municipality may initiate a proposed amendment to
17 the municipal charter by a resolution that, except as otherwise provided in this subtitle, is

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 adopted in the same manner as other resolutions in the municipality by a majority of all
2 the individuals elected to the legislative body.

3 (b) The chief executive officer of the municipality shall give notice of the
4 resolution that proposes an amendment to the municipal charter by:

5 (1) posting an exact copy of the resolution at the main municipal building
6 or other public place for the 40 days after the resolution is adopted; and

7 (2) publishing a fair summary of the proposed amendment in a newspaper
8 of general circulation in the municipality:

9 (i) at least four times;

10 (ii) at weekly intervals; and

11 (iii) within the 40 days after the resolution is adopted.

12 (c) Unless a petition meeting the requirements of subsection (d) of this section is
13 presented to the legislative body of a municipality on or before the 40th day after the
14 legislative body adopts a charter amendment resolution, the amendment shall take effect
15 as a part of the municipal charter on the 50th day after the resolution is adopted.

16 (d) (1) A petition for a referendum on a proposed charter amendment shall:

17 (i) be signed by at least [20%] 3% of the qualified voters for the
18 municipal general election; and

19 (ii) request that the proposed amendment be submitted to
20 referendum of the qualified voters of the municipality.

21 (2) Each individual signing the petition shall indicate on the petition the
22 individual's name and residence address.

23 (3) The petition shall be delivered to the legislative body of the
24 municipality by:

25 (i) presentment; or

1 (ii) certified mail, return receipt requested.

2 (4) (i) On receiving the petition, the legislative body shall verify that
3 each individual who signed the petition is a qualified voter for the municipal general
4 election.

5 (ii) The petition has no effect if it is signed by less than [20%] 3% of
6 the qualified voters for the municipal general election.

7 (5) If the petition complies with this section, the legislative body shall
8 specify by resolution adopted in accordance with its normal legislative procedure:

9 (i) the day and hours for the referendum; and

10 (ii) the exact text that is to be placed on the ballot.

11 (6) (i) The legislative body may schedule the referendum for the next
12 regular municipal general election or at a special election.

13 (ii) If the legislative body schedules a special election, it shall be held
14 not less than 40 days or more than 60 days after the resolution scheduling the referendum
15 is adopted.

16 4-305.

17 (a) (1) By a petition presented to the legislative body of a municipality, at least
18 [20%] 3% of the qualified voters for the municipal general election may initiate a proposed
19 amendment to the municipal charter.

20 (2) Each individual signing the petition shall indicate on the petition the
21 individual's name and residence address.

22 (b) (1) On receiving the petition, the legislative body shall verify that each
23 individual who signed the petition is a qualified voter for the municipal general election.

24 (2) The petition has no effect if it is signed by less than [20%] 3% of the
25 qualified voters for the municipal general election.

1 (c) If the legislative body approves of the amendment in the petition presented
2 under subsection (a) of this section, the legislative body may adopt the proposed
3 amendment by resolution and proceed in the same manner as if the amendment had been
4 initiated by the legislative body and in compliance with §§ 4-303(a) and 4-304 of this
5 subtitle.

6 (d) Except as provided in subsection (c) of this section, if the petition complies
7 with this section, the legislative body, no later than 60 days after the petition is presented
8 to the legislative body, shall specify by resolution adopted in accordance with its normal
9 legislative procedure:

10 (1) the day and hours for the referendum; and

11 (2) the exact text that is to be placed on the ballot.

12 (e) (1) The legislative body may schedule the referendum for the next regular
13 municipal general election or at a special election.

4 (2) If the legislative body schedules a special election, it shall be held not
15 less than 40 days or more than 60 days after the resolution scheduling the referendum is
16 adopted.

17 (f) The chief executive officer of the municipality shall give notice of a submission
18 of a proposed charter amendment by:

19 (1) (i) posting an exact copy of the proposed amendment at the main
20 municipal building or other public place for at least 4 weeks immediately preceding the
21 referendum at which the question is to be submitted; and

22 (ii) on the day of the referendum, posting a similar copy at the place
23 for voting; and

24 (2) publishing notice of the referendum and a fair summary of the proposed
25 amendment in a newspaper of general circulation in the municipality at least once in each
26 of the 4 weeks immediately preceding the referendum.

5lr0728

1 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
2 October 1, 2015.

Bill to Require Referendum and Lower Petition Threshold for Municipal Charter Amendments

Problem

In 1955, the Maryland General Assembly established that a vote by a simple majority of a municipal council is sufficient to amend a municipal charter. At the same time, the General Assembly set a very high threshold for a citizen-driven petition for a municipal charter amendment: signatures from twenty percent of registered voters. A municipal government may, but is not required to submit a charter amendment to its citizens for a referendum (Section 4-304 Annotated Code of Maryland Local Government Article). The combination of these statutes results in a process in which a municipal charter can be amended without citizen approval and the citizen petition requirement for a municipal referendum is an onerous burden.

Referendum Requirement

In Maryland, a two-step process is required to amend the State Constitution or a County Charter. An amendment to the constitution requires an act of the General Assembly followed by a referendum of voters in the state. An amendment to the charter of a Charter County can be initiated either by a majority of the county council (many charter counties require more than a simple majority) or through a citizen-driven petition. The state constitution requires the county charter amendment to be voted at a referendum of county voters.

The municipal charter has the same significance to a municipality as the state constitution and the county charter have to their respective bodies. However, the municipal charter is currently not afforded the same protection against amendment. Article XI-E of the State Constitution, ratified in November 1954, set up minimal requirements and allowed the General Assembly to "amplify the provisions". The 1955 statute (Section 4-304 of the Local Government Article - codified originally in Article 23 A) allowed a simple majority of the municipal council to amend the charter and allowed but did not require a referendum.

This bill addresses the shortcoming in the statute by requiring all municipal charter amendments to be taken to referendum at the next election or at a special election as per the choice of the municipal council. This will ensure that municipal charters are regarded as long-standing documents and amendments to municipal charters are subject to the same voter approval as county charters and the state constitution are.

Petition Threshold

As specified in Article XI-A of the State Constitution, an amendment to a county charter can be initiated by a citizen-driven petition of at least 10,000 signatures or 20-percent of the registered voters in that county. In most charter counties, 10,000 signatures is typically far smaller than twenty percent of registered voters. For example, 10,000 is less than two percent of registered voters in the large counties of Montgomery and Prince George's and

around five to six percent in Howard, Frederick and Anne Arundel. Despite these relatively low percentage thresholds, citizen-driven petitions do not flood the election ballots in these counties. Rather, 10,000 signatures present a significant threshold that is met only when citizens expend considerable effort to organize and there is significant resonance around the petition theme.

At the municipal level, the State Constitution (Article XIE Section 4) sets the minimum threshold for citizen-driven petitions at five percent. The 1955 statute that followed the constitutional amendment established the threshold at twenty percent. The reason for the wording in the 1955 statute is lost in antiquity; neither the Legislative Information Services nor the Maryland Municipal League (MML) have any documentation that records the bill debate at that time. Suffice it to say that it is 60 years since this threshold was set and the municipal petition threshold is now significantly higher than the county petition threshold in most charter counties. Just as with the lower county threshold, the lower municipal petition threshold is unlikely to result in a flurry of charter amendments. Citizen engagement in local government is low. While MML does not compile election statistics for municipalities, a cursory look at a few municipalities showed low voter turnout in recent municipal elections, ten percent in the last mayoral election in the City of College Park, for example. If anything, this bill will result in more robust citizen participation in the election process and foster engagement in local government.

This bill lowers the threshold for citizen-driven charter amendments in municipalities from the current value of twenty percent to the constitutionally permissible minimum of five percent. This will give municipal citizens a non-trivial and yet feasible bar to surmount in order to exercise their right to petition.

Summary

The first goal of this bill is to ensure that municipal charters are regarded as long-standing documents that are protected from amendments by a two-step vetting process that includes a vote by citizens, similar to the process required for county and state amendments. The second goal is to foster democracy through lowering the threshold for citizen-driven municipal referendum petitions to the constitutionally mandated figure of five percent of registered voters.

Since current laws allow the referendum vote to be conducted at the next municipal election, municipalities will not incur additional expenses due to this bill.

Please support this bill.

For further information, please contact:

Bill Sponsor
Delegate Joseline Peña-Melnyk
joseline.pena.melnyk@house.state.md.us
301-858-3502

Suchitra Balachandran
Community Research
cp_woods@yahoo.com
301-935-0171

Bill No.: _____
Requested: _____
Committee: _____

Drafted by: Carter
Typed by: Susanne
Stored – 10/24/14
Proofread by _____
Checked by _____

By: **Montgomery County Delegation and Prince George’s County Delegation**

A BILL ENTITLED

1 AN ACT concerning

2 **Washington Suburban Sanitary Commission – Independent Review Board –**
3 **Refunds**

4 **MC/PG 106-15**

5 FOR the purpose of limiting the conditions under which a person may file a written claim
6 with the Washington Suburban Sanitary Commission for a refund of the amount
7 that exceeds the amount that is properly and legally payable; establishing an
8 Independent Review Board to investigate and arbitrate certain billing disputes
9 between the Commission and customers in the Washington Suburban Sanitary
10 District; providing for the membership, terms, duties, and staffing of the Board;
11 providing for the designation of a chair; prohibiting a member of the Board from
12 receiving certain compensation, but authorizing the reimbursement of certain
13 expenses; authorizing a person to file a written claim with the Board for a certain
14 refund of the amount of a certain fee or charge the person paid to the Commission
15 that exceeds the amount that is properly and legally payable if the person contends
16 that the fee or charge is at least a certain percentage higher than an average bill;
17 authorizing a certain new owner of property to file a claim for refund under certain
18 circumstances; requiring the Board to investigate the merits of a certain claim and
19 arbitrate the claim between the Commission and the claimant; requiring the Board
20 to hold a hearing on the claim under certain circumstances; authorizing the Board
21 to order the Commission to refund a certain amount to a claimant under certain

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 circumstances; providing that a certain claim shall be disallowed unless it is filed
2 within a certain time period; requiring the Commission to pay certain interest on an
3 amount refunded under certain circumstances; providing that the failure of the
4 Board to reach a final decision on a certain claim within a certain time period shall
5 be deemed a final rejection of the claim; authorizing a petition for judicial review to
6 be filed within a certain time after the date of final action by the Board under certain
7 circumstances; specifying the terms of the initial members of the Board; defining
8 certain terms; and generally relating to refunds of excess amounts of certain fees and
9 charges paid to the Washington Suburban Sanitary Commission.

10 BY repealing and reenacting, with amendments,
11 Article – Public Utilities
12 Section 25–106
13 Annotated Code of Maryland
14 (2010 Replacement Volume and 2014 Supplement)

15 BY adding to
16 Article – Public Utilities
17 Section 25–106.1
18 Annotated Code of Maryland
19 (2010 Replacement Volume and 2014 Supplement)

20 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
21 That the Laws of Maryland read as follows:

22 **Article – Public Utilities**

23 25–106.

24 (a) IN THIS SECTION, “AVERAGE BILL” HAS THE MEANING STATED IN §
25 25–106.1 OF THIS SUBTITLE.

26 (B) Except for assessments and benefit charges authorized by Subtitle 2 of this
27 title, this section applies to any fee or charge imposed by the Commission.

28 [(b)] (C) (1) [A] IF A PERSON CONTENDS THAT A FEE OR CHARGE
29 IMPOSED BY THE COMMISSION IS LESS THAN 25% HIGHER THAN AN AVERAGE BILL,
30 THE person may file a written claim with the Commission, in a form and containing the

1 information and supporting documents required by the Commission, for a refund of the
2 amount of a fee or charge the person paid to the Commission that exceeds the amount that
3 is properly and legally payable.

4 (2) If the property for which the fee or charge was paid has been transferred
5 to a new owner after the payment, the new owner may file the claim for the refund.

6 [(c)] (D) (1) On the receipt of a claim for a refund under subsection [(b)] (C)
7 of this section, the Commission shall investigate the merits of the claim.

8 (2) On the request of the claimant, the Commission, or the Commission's
9 designee, shall hold a hearing on the claim.

10 (3) A claim shall be disallowed unless it is filed within 3 years after the
11 date of the payment for which the refund is requested.

12 (4) The Commission shall pay interest on any amount refunded under this
13 section, calculated at the rate of 6% per year, starting 180 days from the date the claim was
14 made.

15 [(d)] (E) If the Commission fails to reach a final decision on a claim within 180
16 days after the date the claim is filed, the failure shall be deemed a final rejection of the
17 claim.

18 [(e)] (F) Within 30 days after the date of final action by the Commission on a
19 claim for a refund filed under subsection [(b)] (C) of this section, a petition for judicial
20 review may be filed with the circuit court as provided in Title 7, Chapter 200 of the
21 Maryland Rules.

22 [(f)] (G) Notwithstanding any other provision of this section, the Commission
23 may refund a payment that the Commission determines was paid in excess of the amount
24 that was properly and legally payable, whether or not the person who made the payment
25 files a claim for a refund.

26 **25-106.1.**

27 (A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS
28 INDICATED.

1 (2) "AVERAGE BILL" MEANS A BILL IN THE AMOUNT ESTIMATED TO
2 BE THE AVERAGE WATER OR SEWER USAGE ON THAT ACCOUNT BASED ON PREVIOUS
3 COMPARABLE BILLING CYCLES, AS ESTABLISHED BY THE COMMISSION.

4 (3) "BOARD" MEANS THE INDEPENDENT REVIEW BOARD
5 ESTABLISHED IN SUBSECTION (B) OF THIS SECTION.

6 (B) (1) THERE IS AN INDEPENDENT REVIEW BOARD TO INVESTIGATE
7 AND ARBITRATE BILLING DISPUTES BETWEEN THE COMMISSION AND CUSTOMERS
8 IN THE SANITARY DISTRICT.

9 (2) THE BOARD CONSISTS OF THE FOLLOWING MEMBERS:

10 (I) ONE MEMBER FROM THE COMMISSION;

11 (II) ONE MEMBER FROM THE OFFICE OF PEOPLE'S COUNSEL;

12 AND

13 (III) THREE MEMBERS WHO RESIDE IN THE SANITARY DISTRICT
14 APPOINTED BY THE ATTORNEY GENERAL.

15 (3) THE ATTORNEY GENERAL SHALL DESIGNATE A CHAIR OF THE
16 BOARD.

17 (4) (I) THE TERM OF AN APPOINTED MEMBER OF THE BOARD IS 2
18 YEARS.

19 (II) THE TERMS OF THE APPOINTED MEMBERS ARE STAGGERED
20 AS REQUIRED BY THE TERMS PROVIDED FOR MEMBERS OF THE BOARD ON OCTOBER
21 1, 2015.

22 (III) AT THE END OF A TERM, A MEMBER CONTINUES TO SERVE
23 UNTIL A SUCCESSOR IS APPOINTED AND QUALIFIES.

24 (IV) A MEMBER WHO IS APPOINTED AFTER A TERM HAS BEGUN
25 SERVES ONLY FOR THE REST OF THE TERM AND UNTIL A SUCCESSOR IS APPOINTED
26 AND QUALIFIES.

1 **(5) A MEMBER OF THE BOARD:**

2 **(I) MAY NOT RECEIVE COMPENSATION AS A MEMBER OF THE**
3 **BOARD; BUT**

4 **(II) SHALL BE REIMBURSED FOR EXPENSES INCURRED IN**
5 **PERFORMING THE MEMBER'S DUTIES.**

6 **(6) THE OFFICE OF THE ATTORNEY GENERAL SHALL PROVIDE**
7 **STAFFING SUPPORT TO THE BOARD.**

8 **(C) (1) EXCEPT FOR ASSESSMENTS AND BENEFIT CHARGES AUTHORIZED**
9 **BY SUBTITLE 2 OF THIS TITLE, THIS SUBSECTION APPLIES TO ANY FEE OR CHARGE**
10 **IMPOSED BY THE COMMISSION.**

11 **(2) (I) IF A PERSON CONTENDS THAT A FEE OR CHARGE IMPOSED**
12 **BY THE COMMISSION IS AT LEAST 25% HIGHER THAN AN AVERAGE BILL, THE**
13 **PERSON MAY FILE A WRITTEN CLAIM WITH THE BOARD FOR A REFUND OF THE**
14 **AMOUNT OF A FEE OR CHARGE THE PERSON PAID TO THE COMMISSION THAT**
15 **EXCEEDS THE AMOUNT THAT IS PROPERLY AND LEGALLY PAYABLE.**

16 **(II) IF THE PROPERTY FOR WHICH THE FEE OR CHARGE WAS**
17 **PAID HAS BEEN TRANSFERRED TO A NEW OWNER AFTER THE PAYMENT, THE NEW**
18 **OWNER MAY FILE THE CLAIM FOR THE REFUND.**

19 **(3) (I) ON THE RECEIPT OF A CLAIM FOR A REFUND UNDER**
20 **PARAGRAPH (2) OF THIS SUBSECTION, THE BOARD SHALL INVESTIGATE THE MERITS**
21 **OF THE CLAIM AND ARBITRATE THE CLAIM BETWEEN THE COMMISSION AND THE**
22 **CLAIMANT.**

23 **(II) ON THE REQUEST OF THE CLAIMANT, THE COMMISSION, OR**
24 **THE COMMISSION'S DESIGNEE, THE BOARD SHALL HOLD A HEARING ON THE CLAIM.**

25 **(III) THE BOARD MAY ORDER THE COMMISSION TO REFUND TO**
26 **THE CUSTOMER AN AMOUNT EQUAL TO THE AMOUNT OF A FEE OR CHARGE THE**
27 **CLAIMANT PAID TO THE COMMISSION THAT EXCEEDS THE AMOUNT THAT IS**
28 **PROPERLY AND LEGALLY PAYABLE.**

1 (IV) A CLAIM SHALL BE DISALLOWED UNLESS IT IS FILED WITHIN
2 3 YEARS AFTER THE DATE OF THE PAYMENT FOR WHICH THE REFUND IS
3 REQUESTED.

4 (V) THE COMMISSION SHALL PAY INTEREST ON ANY AMOUNT
5 REFUNDED UNDER THIS SECTION, CALCULATED AT THE RATE OF 6% PER YEAR,
6 STARTING 180 DAYS FROM THE DATE THE CLAIM WAS MADE.

7 (4) IF THE BOARD FAILS TO REACH A FINAL DECISION ON A CLAIM
8 WITHIN 180 DAYS AFTER THE DATE THE CLAIM IS FILED, THE FAILURE SHALL BE
9 DEEMED A FINAL REJECTION OF THE CLAIM.

10 (5) WITHIN 30 DAYS AFTER THE DATE OF FINAL ACTION BY THE
11 BOARD ON A CLAIM FOR A REFUND FILED UNDER PARAGRAPH (2) OF THIS
12 SUBSECTION, A PETITION FOR JUDICIAL REVIEW MAY BE FILED WITH THE CIRCUIT
13 COURT AS PROVIDED IN TITLE 7, CHAPTER 200 OF THE MARYLAND RULES.

14 SECTION 2. AND BE IT FURTHER ENACTED, That the terms of the initial
15 appointed members of the Independent Review Board established in Section 1 of this Act
16 shall expire as follows:

17 (1) one member in 2016; and

18 (2) two members in 2017.

19 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect
20 October 1, 2015.

8

**Resolution to approve
settlement agreement
with Comcast / City
position on Time
Warner Comcast
merger**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EFFECTIVE the _____ day of _____, 2015.

WITNESS:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

Andrew M. Fellows, Mayor

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

Suellen M. Ferguson, City Attorney

SETTLEMENT AGREEMENT

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

RECITALS

- 1.1 Comcast holds a cable franchise issued by Franchisor to Jones Communications of Maryland, Inc. (“Franchise Agreement”) on April 24, 1999, which was transferred to Comcast by agreement dated February 23, 1999;
- 1.2 The Franchise Agreement’s term expired in 2014, but Comcast filed a Federal Cable Act Section 626 letter on July 15, 2011, and Comcast and Franchisor continue to operate under the Franchise Agreement;
- 1.3 On April 10, 2014, Franchisor received from Franchisee an FCC Form 394 requesting that Franchisor consent, if such consent were required, to a proposed transaction in which the company controlling Franchisee, Comcast Corporation, would acquire Time Warner Cable (“Transaction”);
- 1.4 The parties have extended the deadline for the Franchisor to act on the request for approval of the Transaction through and including February 13, 2015 without any party waiving claims as to whether or not consent is required;
- 1.5 The Franchise Agreement states that the Franchisor, in determining whether to consent to a transfer, may consider without limitation the legal, financial, and technical qualifications of the transferee to operate the system; any potential impact of the Transfer on subscriber rates or services; and whether operation by the transferee or approval of the Transfer would adversely affect Subscribers, the City’s interest under the Agreement, the Cable Ordinance, other applicable law, and is otherwise in the public interest;
- 1.6 Franchisor believes that Comcast is in noncompliance with a number of provisions of the Franchise Agreement;
- 1.7 Comcast disputes the Franchisor’s allegations of noncompliance;
- 1.8 Franchisor and Franchisee have agreed to settle certain disputes regarding noncompliance as stated herein, while otherwise reserving all rights under the Franchise Agreement and the renewal process; and
- 1.9 This Agreement shall only be effective if Franchisor unconditionally approves Franchisee’s request for approval of the Transaction, or permits such application to be deemed granted by the expiration of the period for review.

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

2. SETTLEMENT OF CERTAIN ISSUES

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

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

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

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

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

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

- 2.2 **Inclusion in Franchise.** Comcast agrees to include at least the preceding language in the renewed franchise agreement when completed by the parties (adjusted as necessary for a particular municipality) and modified as follows: the number of HD channels in Section 2.1.1 shall be at least four (4); and the time from notice to activation shall be ninety (90) days. Without prejudice to the Franchisor's rights to raise other issues, Comcast understands that the Franchisor is requesting an IP-based PEG delivery system as part of the renewal, and agrees that provision of a non-IP based transport devices pursuant to Section 2.1.1 provides no basis for objecting to that request.
- 2.3 **Continuation of Existing PEG Channels.** Prior to the effective date of a Franchise Renewal Agreement, Franchisee shall continue to provide the PEG channels required under the Franchise Agreement. Franchisee acknowledges that nothing in this Settlement Agreement, including the Franchisor's right to obtain additional HD channels, permits Franchisee to discontinue or degrade the delivery of any PEG channel as that channel is delivered on the Effective Date.
- 2.4 **PEG Fee.** For those Franchisors receiving a PEG Capital Support Grant as of the Effective Date of this Agreement, Franchisee and Franchisor agree that Franchisor may use one-half for non-capital PEG programming or I-Net related costs to the extent the Franchisor matches one-half of Franchisee's provided non-capital funding with funds from sources other than the PEG Capital Fee. For example, for every dollar that Franchisor spends on non-capital costs for PEG or the Institutional Network, Franchisor may use up to \$2.00 of the Capital Equipment Support Grant at Section ___ of the Franchise Agreement. The parties agree that this provision takes the place of Section 6(b)(3) of the County's Franchise Agreement, and any same or similar provision in a municipal franchise

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

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

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

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

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

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

3. EFFECTIVENESS AND FRANCHISE AGREEMENT EXTENSION.

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

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

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

- 3.3 ***Renewal Negotiations.*** The parties agree to work to complete a renewal cable franchise agreement expeditiously. The parties agree that the terms of a renewal agreement addressing the number of HD PEG channels, support, and line extensions shall include at least the terms at Section 2.1 through Section 2.2 herein. The parties may agree to terms in a renewal agreement that are more favorable to the Franchisor than those terms set forth above.
- 3.4 ***Waiver of Claims.*** Franchisor agrees that if Franchisee complies with this Settlement Agreement, Franchisor will not bring any claims for twenty-four (24) months from the Effective Date based on Comcast's alleged duties to provide Franchisor with a 6-MHz channel for each channel designated for public, educational, or governmental use. If Franchisor brings such a claim, Franchisee may cease carriage of the HD channels provided under Section 2.1.1. Claims with respect to Section 6(b)(3) are permanently released, and this Agreement replaces Franchisee's obligation to build to Bryan Point under the Franchise Agreement. Otherwise, Franchisor retains all of its rights to bring noncompliance claims and to require Franchisee to provide benefits that exceed those addressed herein. By entering into this Settlement Agreement, Comcast waives no defenses to any such claims.
- 3.5 ***Not Franchise Fees.*** Franchisee expressly acknowledges that it is entering into this agreement voluntarily and that: 1) it is a settlement of claims, so that the use of funds by Franchisor as permitted under this Agreement will not give rise to a claim that the funds are franchise fees; and 2) any costs to Franchisee arising under this agreement will not be treated by Franchisee as franchise fees. Franchisee agrees that it will not take any offset against franchise fees it owes the Franchisor under the Franchise Agreement based upon use of the PEG funding, or the costs incurred in connection with this Agreement.
- 3.6 ***Effect on Franchise Agreement.*** Except as otherwise specifically provided herein, all rights and obligations under the Franchise Agreement shall continue in full force and effect. Franchisee acknowledges that this Settlement Agreement and Franchisor's approval of the Transaction does not relieve Franchisee of any obligation to comply with the Franchise Agreement, or release it from claims known or unknown.

[Signature Page Follows]

ATTEST:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Joseph L. Nagro, City Manager

APPROVED AS TO FORM:

Suellen M. Ferguson
City Attorney

COMCAST OF MARYLAND, INC.,
a Maryland Corporation

By: _____
John Conwell

9

**Letters of appreciation
for support of the City's
Dr. Martin Luther King,
Jr. Tribute**

10

**Attendance at FY '15
unbudgeted
conferences AND
Discussion of FY '16
conference
attendance**

FY '15 Unbudgeted Conference Requests:

Request for 2 Elected Officials to attend the NLC Summer Policy Forum in Salt Lake City, June 10-12, 2015:

No registration fee

Estimate Hotel @ \$220/night for four nights = 880

Estimate Airfare = \$550

Estimate Per Diem @ \$106/day for four days = \$424

Estimate Per Person: \$1,854

Request for Mayor's attendance at U.S. Conference of Mayors 83rd Annual Conference of Mayors in San Francisco June 19-22, 2015 (7 a.m. Friday-Monday evening):

Registration = \$750

Estimate Hotel @ \$302/night for 5 nights = \$1,510

Estimate Airfare = \$575

Estimate Per Diem @ \$180/day for 4 days = \$720

Trip Estimate: \$3,555

FY 2016 Mayor and Council Travel and Training
July 1, 2015 – June 30, 2016

Listed below are the conferences we typically include in Mayor and Council Travel and Training Budget (1010.12-11) and a ballpark budget figure for each. Please review and decide how many elected officials we should budget for in the FY '16 budget. Keep in mind that City elections will be held November 2015.

Also, please think about any additional conferences/events that you might need to attend in connection with any leadership positions that you hold with other agencies (i.e., MML, NLC, etc...). Please provide date/location information to staff so that budget estimates can be determined.

1. **MML Fall Legislative Conference, October 25 - 28, 2015 - Hyatt Regency Cambridge, MD**
\$1,615.00 Per Person

2. **NLC Congress of Cities & Expo, November 4 - 7, 2015** - Nashville, TN:**
\$2,444 Per Person

****Note that the City election is November 3.**

3. **MML Mayor's Conference, February 2016 in Annapolis:**
\$200 per Person

4. NLC Congressional City Conference, March 5 – 9 , 2016 in Washington, DC:
\$808.00 Per Person

5. International Town Gown Association, May 2016
Estimate of \$1,750 per person
(Location and date to be determined)

6. MML Convention, June 2016 in Ocean City:
\$1,658.00 Per Person

11

Appointments to Boards and Committees

City of College Park
Board and Committee Appointments

Shaded rows indicate a vacancy or reappointment opportunity.
The date following the appointee's name is the initial date of appointment.

Advisory Planning Commission			
Appointee	Represents	Appointed by	Term Expires
Larry Bleau 7/9/02	District 1	Mayor	12/15
Rosemarie Green Colby 04/10/12	District 2	Mayor	04/15
Christopher Gill 09/24/13	District 1	Mayor	09/16
James E. McFadden 2/14/99	District 3	Mayor	04/16
VACANT		Mayor	
VACANT		Mayor	
Mary Cook 8/10/10	District 4	Mayor	11/17
<p>City Code Chapter 15 Article IV: The APC shall be composed of 7 members appointed by the Mayor with the approval of Council, shall seek to give priority to the appointment of residents of the City and assure that there shall be representation from each of the City's four Council districts. Vacancies shall be filled by the Mayor with the approval of the Council for the unexpired portion of the term. Terms are three years. The Chairperson is elected by the majority of the Commission. Members are compensated. Liaison: Planning.</p>			

Aging-In-Place Task Force			
Appointee	Position Filled:	Resides In:	Term Expires
Cory Sanders 07/15/14	Resident (1)	District 1	Upon completion and submission of final report to the City Council.
David Keer 08/12/14	Resident (2)	District 1	
Darlene Nowlin 10/14/14	Resident (3)	District 4	
Chuck Ireton 10/14/14	Resident (4)	District 2	
Lisa Ealley 01/27/15	Resident (5)	District 1	
Judy Blumenthal 01/27/15	Resident (6)	District 1	
	Resident (7)		
	Resident (8)		
Denise C. Mitchell	Councilmember (1)	District 4	
Patrick L. Wojahn 11/25/14	Councilmember (2)	District 1	
P. J. Brennan 11/25/14	Councilmember (3)	District 2	
Fazlul Kabir 11/25/14	Councilmember (4)	District 1	
<p>Established April 2014 by Resolution 14-R-07. Council positions expanded from 2 to 4 by Resolution 14-R-34 October 2014. Final report of strategies and recommendations to Council anticipated January 2015. Composition: 8 City residents (with the goal of having two from each Council District) and 4 City Council representatives, for a total of 12. Quorum = 5. Task Force shall elect Chairperson from membership. Not a compensated committee. Liaison: Director of Youth, Family and Seniors Services.</p>			

Airport Authority			
Appointee	Resides in	Appointed by	Term Expires
James Garvin 11/9/04	District 3	M&C	07/14
Jack Robson 5/11/04	District 3	M&C	03/17
Anna Sandberg 2/26/85	District 3	M&C	03/16
Gabriel Iriarte 1/10/06	District 3	M&C	04/16
Christopher Dullnig 6/12/07	District 2	M&C	01/17
VACANT		M&C	
VACANT		M&C	

City Code Chapter 11 Article II: 7 members, must be residents and qualified voters of the City, appointed by Mayor and City Council, *term to be decided by appointing body*. Vacancies shall be filled by M&C for an unexpired portion of a term. Authority shall elect Chairperson from membership. Not a compensated committee. Liaison: City Clerk's Office.

Animal Welfare Committee			
Appointee	Resides in	Appointed by	Term Expires
Cindy Vernasco 9/11/07	District 2	M&C	02/17
Dave Turley 3/23/10	District 1	M&C	03/16
Christiane Williams 5/11/10	District 1	M&C	05/15
Patti Brothers 6/8/10	Non resident	M&C	02/17
Taimi Anderson 6/8/10	Non resident	M&C	06/13
Harriet McNamee 7/13/10	District 1	M&C	02/17
Suzie Bellamy 9/28/10	District 4	M&C	04/17
Christine Nagle 03/13/12	District 1	M&C	03/15
Betty Gales 06/17/14	District 1	M&C	06/17

10-R-20: Up to fifteen members appointed by the Mayor and Council for three-year terms. Not a compensated committee. Liaison: Public Services.

Board of Election Supervisors			
Appointee	Represents	Appointed by	Term Expires
John Robson (Chief) 5/24/94	Mayoral appt	M&C	03/15
Terry Wertz 2/11/97	District 1	M&C	03/15
VACANT (formerly Gross)	District 2	M&C	03/15
Janet Evander 07/16/13	District 3	M&C	03/15
Maria Mackie 08/12/14	District 4	M&C	03/15

City Charter C4-3: The Mayor and Council shall, not later than the first regular meeting in March of each year in which there is a general election, appoint and fix the compensation for five qualified voters as Supervisors of Elections, one of whom shall be appointed from the qualified voters of each of the four election districts and one of whom shall be appointed by the Mayor with the consent of the Council. The Mayor and Council shall designate one of the five Supervisors of Elections as the Chief of Elections. This is a compensated committee; compensation is based on a fiscal year. Per Council action (item 11-G-66) effective in March, 2013: In an election year all of the Board receives compensation. In a non-election year only the Chief Election Supervisor will be compensated. Liaison: City Clerk's office.

Cable Television Commission

Appointee	Resides in	Appointed by	Term Expires
Jane Hopkins 06/14/11	District 1	Mayor	09/17
Blaine Davis 5/24/94	District 1	Mayor	12/15
James Sauer 9/9/08	District 3	Mayor	10/16
Tricia Homer 3/12/13	District 1	Mayor	03/16
Normand Bernache 09/23/14	District 4	Mayor	09/17

City Code Chapter 15 Article III: Composed of four Commissioners plus a voting Chairperson, appointed by the Mayor with the approval of the Council, three year terms. This is a compensated committee. Liaison: City Manager's Office.

College Park City-University Partnership

Appointee	Represents	Appointed by	Term Expires
Carlo Colella	Class A Director	UMD President	03/17
Edward Maginnis	Class A Director	UMD President	03/17
Michael King	Class A Director	UMD President	03/17
Brian Darmody	Class A Director	UMD President	03/17
Andrew Fellows	Class B Director	M&C	01/17
Maxine Gross	Class B Director	M&C	01/18
Senator James Rosapepe	Class B Director	M&C	02/16
Stephen Brayman	Class B Director	M&C	01/17
David Iannucci (07/15/14)	Class C Director	City and University	09/17
Dr. Richard Wagner	Class C Director	City and University	09/16

The CPCUP is a 501(c)(3) corporation whose mission is to promote and support commercial revitalization, economic development and quality housing opportunities consistent with the interests of the City of College Park and the University of Maryland. The CPCUP is not a City committee but the City makes appointments to the Partnership. Class B Directors are appointed by the Mayor and City Council; Class C Directors are jointly appointed by the Mayor and City Council and the President of the University of Maryland.

Citizens Corps Council

Appointee	Represents	Appointed by	Term Expires
Sprio Dimakas		M&C	10/17
Jonathan Plyman 10/14/14		M&C	10/17
VACANT	Neighborhood Watch	M&C	
Dan Blasberg 3/27/12		M&C	03/15
David L. Milligan (Chair) 12/11/07		M&C	02/17

Resolution 05-R-15. Membership shall be composed as follows: A Citizen Corps Coordinator for each neighborhood shall be nominated and appointed by the Mayor and Council and serve as a potential member of the CPCCC for the term of their respective office in the neighborhood group. Mayor and Council shall nominate and appoint 5 to 7 residents to serve as community coordinators and to serve on the CPCCC. At least one member of the CPCCC shall be the Neighborhood Watch

Coordinator, and at least one member shall represent each of the other Citizen Corps programs such as CERT, Fire Corps, Volunteers In Police Service, etc. Each member of the CPCCC shall serve for a term of 3 years, and may be reappointed for an unlimited number of terms. The Mayor, with the approval of the City Council, shall appoint the Chair and Co-Chair of the CPCCC from among the members of the committee. The Director of Public Services shall serve as an ex officio member. Not a compensated committee. Liaison: Public Services.

Committee For A Better Environment			
Appointee	Resides in	Appointed by	Term Expires
Janis Oppelt 8/8/06	District 1	M&C	09/15
Suchitra Balachandran 10/9/07	District 4	M&C	01/17
Donna Weene 9/8/09	District 1	M&C	12/15
Gemma Evans 1/25/11	District 1	M&C	01/17
Kennis Termini 01/14/14	District 1	M&C	01/17
Matt Dernoga 12/09/14	District 1	M&C	12/17
Phillip Aronson 01/13/15	District 1	M&C	01/18
City Code Chapter 15 Article VIII: No more than 25 members, appointed by the Mayor and Council, three year terms, members shall elect the chair. Not a compensated committee. Liaison: Planning.			

Education Advisory Committee			
Appointee	Represents	Appointed by	Term Expires
Brian Bertges 06/18/13	District 1	M&C	06/15
Cory Sanders 09/24/13	District 1	M&C	09/15
Charlene Mahoney	District 2	M&C	12/14
Maia Sheppard 07/15/14	District 2	M&C	07/16
VACANT	District 3	M&C	
Melissa Day 9/15/10	District 3	M&C	11/14
Carolyn Bernache 2/9/10	District 4	M&C	12/16
Doris Ellis 9/28/10	District 4	M&C	12/16
Tricia Homer	District 1	M&C	04/16
Peggy Wilson 6/8/10	UMCP	UMCP	05/16
Resolutions 97-R-17, 99-R-4 and 10-R-13: At least 9 members who shall be appointed by the Mayor and Council: at least two from each Council District and one nominated by the University of Maryland. Two year terms. The Committee shall appoint the Chair and Vice-Chair of the Committee from among the members of the Committee. Not a compensated committee. Liaison: Youth and Family Services.			

Ethics Commission			
Appointee	Represents	Appointed by	Term Expires
Edward Maginnis 09/13/11	District 1	Mayor	08/15
VACANT	District 2	Mayor	
James Sauer 12/09/14	District 3	Mayor	12/16
Gail Kushner 09/13/11	District 4	Mayor	01/16
Robert Thurston 9/13/05	At Large	Mayor	02/16
Alan C. Bradford 1/23/96	At-Large	Mayor	07/15
Frank Rose 05/08/12	At-Large	Mayor	05/14

City Code Chapter 38 Article II: Composed of seven members appointed by the Mayor and approved by the Council. Of the seven members, one shall be appointed from each of the City's four election districts and three from the City at large. 2 year terms. Commission members shall elect one member as Chair for a renewable one-year term. Commission members sign an Oath of Office. Not a compensated committee. Liaison: City Clerk's office.

Farmers Market Committee			
Appointee	Represents	Appointed by	Term Expires
Margaret Kane 05/08/12	District 1	M&C	05/15
Robert Boone 07/10/12	District 1	M&C	07/15
Leo Shapiro 07/10/12	District 3	M&C	07/15
Julie Forker 07/10/12	District 3	M&C	07/15
Kimberly Schumann 09/11/12	District 1	M&C	09/15
VACANT			
VACANT		M&C	
VACANT	Student	M&C	

Established April 10, 2012 by 12-R-07. Up to 7 members. Quorum = 3. Three year terms. Not a compensated committee. Liaison: Planning Department. Agreement reached during July 3, 2012 Worksession to fill the seven positions as outlined above. Effective September 11, 2012 by 12-R-17: Membership increased to 8.

Housing Authority of the City of College Park			
Bob Catlin 05/13/14		Mayor	05/01/19
Betty Rodenhausen 04/09/13		Mayor	05/01/18
John Moore 9/10/96		Mayor	05/01/19
Thelma Lomax 7/10/90		Mayor	05/01/15
Carl Patterson 12/11/12	Attick Towers resident	Mayor	05/01/16

The College Park Housing Authority was established in City Code Chapter 11 Article I, but it operates independently under Article 44A Title I of the Annotated Code of Maryland. The Housing Authority administers low income housing at Attick Towers. The Mayor appoints five commissioners to the Authority; each serves a five year term; appointments expire May 1. Mayor administers oath of office. One member is a resident of Attick Towers. The Authority selects a chairman from among its commissioners. The Housing Authority is funded through HUD and rent collection, administers their own budget, and has their own employees. The City supplements some of their services.

Neighborhood Quality of Life Committee			
Name:	Represents:	Appointed By:	Term Ends:
Mayor and City Council of the City of College Park			Term in office
Chief David Mitchell	UMD DPS (UMD Police)	University	02/16
Dr. Andrea Goodwin	UMD Administration – Rep 1	University	02/16
Marsha Guenzler-Stevens (Stamp Student Union)	UMD Administration – Rep 2	University	04/16
Matthew Supple (Fraternity-Sorority Life)	UMD Administration – Rep 3	University	04/16
Gloria Aparicio- Blackwell (Office of Community Engagement)	UMD Administration – Rep 4	University	04/16
Jackie Pearce Garrett	City Resident 1	City Council	10/15
Aaron Springer	City Resident 2	City Council	10/15
Bonnie McClellan	City Resident 3	City Council	04/16
Christine Nagle	City Resident 4	City Council	04/16
Richard Morrison	City Resident 5	City Council	04/16
Douglas Shontz	City Resident 6	City Council	05/16
Cole Holocker	UMD Student 1	City Council	11/16
Catherine McGrath	UMD Student 2	City Council	11/16
Chris Frye	UMD Student 3	IFC	03/16
VACANT	UMD Student 4		
VACANT	UMD Student 5	Nat'l Pan-Hell. Council, Inc. / United Greek Council	
VACANT	Graduate Student	GSG Representative	
Todd Waters	Student Co-Operative Housing	City Council	03/16
Maj. Dan Weishaar	PG County Police Dept.	PG County Police	
Bob Ryan	Director of Public Services	City Council	10/15
Jeannie Ripley	Manager of Code Enforcement	City Council	
Lisa Miller	Rental Property Owner	City Council	02/16
Richard Biffel	Rental Property Owner	City Council	02/16
Paul Carlson	Rental Property Owner	City Council	03/16
Established by Resolution 13-R-20 adopted September 24, 2013 to replace the Neighborhood Stabilization and Quality of Life Workgroup. Amended October 8, 2013 (13-R-20.Amended). Amended February 11, 2014 (14-R-03). Amended July 15, 2014 to change the name (14-R-23). City Liaison: City Manager's Office. Two year terms. Main Committee to meet four times per year. This is not a compensated committee.			

Neighborhood Watch Steering Committee			
	Resident of:	Appointed By:	Term Expires:
Robert Boone 04/12/11	District 1	M&C	04/15
Aaron Springer 02/14/12	District 3	M&C	05/16
Nick Brennan	District 2	M&C	04/16

Created on April 12, 2011 by Resolution 11-R-06 as a three-person Steering Committee whose members shall be residents. Coordinators of individual NW programs in the City shall be ex-officio members. Terms are for two years. Annually, the members of the Steering Committee shall appoint a Chairperson to serve for a one-year term. Meetings shall be held on a quarterly basis. This Resolution dissolved the Neighborhood Watch Coordinators Committee that was established by 97-R-15. This is not a compensated committee. Liaison: Public Services.

Noise Control Board			
Appointee	Represents	Appointed by	Term Expires
Mark Shroder 11/23/10	District 1	Council, for District 1	01/19
Harry Pitt, Jr. 9/26/95	District 2	Council, for District 2	03/16
Alan Stillwell 6/10/97	District 3	Council, for District 3	09/16
Suzie Bellamy	District 4	Council, for District 4	12/16
Adele Ellis 04/24/12	Mayoral Appt	Mayor	04/16
Bobbie P. Solomon 3/14/95	Alternate	Council - At large	05/18
Larry Wenzel 3/9/99	Alternate	Council - At large	02/18

City Code Chapter 138-3: The Noise Control Board shall consist of five members, four of whom shall be appointed by the Council members, one from each of the four election districts, and one of whom shall be appointed by the Mayor. In addition, there shall be two alternate members appointed at large by the City Council. The members of the Noise Control Board shall select from among themselves a Chairperson. Four year terms. This is a compensated committee. Liaison: Public Services.

Recreation Board			
Appointee	Represents	Appointed by	Term Expires
Eric Grims 08/12/14	District 1	M&C	08/17
Sarah Araghi 7/14/09	District 1	M&C	07/15
Alan C. Bradford 1/23/96	District 2*	M&C	02/17
VACANT	District 2	M&C	
Adele Ellis 9/13/88	District 3	M&C	02/17
VACANT	District 3	M&C	
Barbara Pianowski 3/23/10	District 4	M&C	05/17
Judith Oarr 05/14/13	District 4	M&C	05/16
Bettina McCloud 1/11/11	Mayoral	Mayor	02/17
Solonnne Privett	Mayoral	Mayor	04/16

City Code Chapter 15 Article II: 10 members: two from each Council district appointed by the Mayor and Council and two members nominated by the Mayor and confirmed by the Mayor and Council. The Chairperson will be chosen from among and by the district appointees. 3 year terms. Not a compensated committee. Liaison: Public Services.

*Although Mr. Bradford lives in what is now considered District 1, his residence was part of District 2 when he was appointed. The designation of his residence was changed to District 1 during the last redistricting. He is still considered an appointment from District 2.

** Effective April 2012: Jay Gilchrist, Director of UMD Campus Recreation Services, changed his status from Rec Board member (Mayoral Appointment) to UM liaison to the Rec Board, similar to the M-NCPPC representative.

Sustainable Maryland Certified Green Team		
Appointee	Represents	Term Expires
Denise Mitchell 04/10/12	City Elected Official	04/14
Patrick Wojahn 04/10/12	City Elected Official	04/14
VACANT	City Staff	
Loree Talley 05/08/12	City Staff	05/14
VACANT	CBE Representative	
VACANT	A City School	
Annie Rice	UMD Student	10/16
VACANT	UMD Faculty or Staff	
VACANT	City Business Community	
Ben Bassett - Proteus Bicycles 09/25/12	City Business Community	09/14
Douglas Shontz	Resident	05/16
Christine Nagle 04/10/12	Resident	04/14
VACANT	Resident	
VACANT	Resident	

Established March 13, 2012 by Resolution 12-R-06. Up to 14 people with the following representation: 2 elected officials from the City of College Park, 2 City staff, 1 representative from the CBE, 1 representative of a City school, 1 student representative from the University of Maryland, 1 faculty or staff representative from the University of Maryland, 2 representatives of the City business community, up to 4 City residents. Two year terms. Not a compensated committee. A quorum shall be 6 people. The SMCMT shall select a Chair and a Co-Chair from among the membership on an annual basis. The SMCMT should meet at least bi-monthly. The liaison shall be the Planning Department.

Tree and Landscape Board			
Member	Represents	Appointed by	Term Expires
VACANT	Citizen	M&C	
John Krouse	Citizen	M&C	10/16
VACANT	Citizen	M&C	
Mark Wimer 7/12/05	Citizen	M&C	10/16
Joseph M. Smith 09/23/14	Citizen	M&C	09/16
Janis Oppelt	CBE Chair Liaison		
John Lea-Cox 1/13/98	City Forester	M&C	12/14
Steve Beavers	Planning Director		
Brenda Alexander	Public Works Director		

City Code Chapter 179-5: The Board shall have 9 voting members: 5 citizens appointed by M&C, plus the CBE Chair or designee, the City Forester or designee, the Planning Director or designee and the Public Works Director or designee. Two year terms. Members choose their own officers. Not a compensated committee. Liaison: City Clerk's office.

Veterans Memorial Improvement Committee			
Appointee	Represents	Appointed by	Term Expires
Deloris Cass 11/7/01		M&C	12/15
Joseph Ruth 11/7/01	VFW	M&C	12/15
Blaine Davis 10/28/03	American Legion	M&C	12/15
Rita Zito 11/7/01		M&C	02/15
Doris Davis 10/28/03		M&C	12/15
Mary Cook 3/23/10		M&C	11/17
Arthur Eaton		M&C	11/16
Seth Gomoljak 11/6/14		M&C	11/17
VACANT			
Resolution 01-G-57: Board comprised of 9 to 13 members including at least one member from American Legion College Park Post 217 and one member from Veterans of Foreign Wars Phillips-Kleiner Post 5627. Appointed by Mayor and Council. Three year terms. Chair shall be elected each year by the members of the Committee. Not a compensated committee. Liaison: Public Works.			

12

**Information Report:
Appointment of the
Board of Election
Supervisors**

MEMORANDUM

TO: Mayor and City Council
THROUGH: Joe Nagro, City Manager
FROM: Janeen S. Miller, City Clerk *JSM*
DATE: January 29, 2015
RE: Board of Election Supervisors

According to Section C4-3 of the College Park City Charter:

The Mayor and Council shall, not later than the first regular meeting in March of each year in which there is a general election, appoint and fix the compensation for five qualified voters of said city, not holding any office thereunder, as Supervisors of Elections, who shall act as Judges of Elections at any elections held during the two years succeeding their appointment and who shall perform such other duties as may be delegated to them under the College Park Code, one of whom shall be appointed from the qualified voters of each of the four election districts and one of whom shall be appointed by the Mayor with the consent of the Council, and such Supervisors of Elections are hereby authorized to administer oaths in the performance of their duties. The Mayor and Council shall designate one of the five Supervisors of Elections as the Chief of Elections.

Therefore, on March 10, 2015 the Mayor and Council will need to:

- Appoint the Supervisors of Elections for the next two-year term
- Designate the Chief of Elections
- Set their compensation.

This memo shall serve as your notice about this upcoming required action, which will be scheduled as an agenda item on the March 3 Worksession. For your information, the current BOES roster and their compensation is shown below. If you have any questions, please let me know.

2013 – 2015 BOES Roster			
Appointee	Represents	Appointed by	Term Expires
John Robson (Chief) 5/24/94	Mayoral appt	M&C	03/15
Terry Wertz 2/11/97	District 1	M&C	03/15
VACANT	District 2	M&C	03/15
Janet Evander 07/16/13	District 3	M&C	03/15
Maria Mackie 08/12/14	District 4	M&C	03/15
Compensation is based on a fiscal year. Effective in March, 2013: In an election year all of the Board receives compensation. In a non-election year only the Chief Election Supervisor will be compensated. Chief of Supervisors: \$480/fiscal year. Election Supervisors: \$360/fiscal year.			