



TUESDAY, MARCH 8, 2016
CITY OF COLLEGE PARK
COUNCIL CHAMBERS

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

MEDITATION

PLEDGE OF ALLEGIANCE: Councilmember Day

ROLL CALL

MINUTES: Regular meeting of February 23, 2016

ANNOUNCEMENTS

ACKNOWLEDGMENT OF DIGNITARIES

ACKNOWLEDGMENT OF NEWLY APPOINTED BOARD AND COMMITTEE MEMBERS

AWARDS

PROCLAMATIONS

AMENDMENTS TO AND APPROVAL OF THE AGENDA

CITY MANAGER'S REPORT: Scott Somers

STUDENT LIAISON'S REPORT: Cole Holocker

COMMENTS FROM THE AUDIENCE ON NON-AGENDA ITEMS

PRESENTATIONS

Annual Economic Development Report
Randall Toussaint, Economic Development Coordinator

CONSENT AGENDA

16-R-02 Resolution Of The Mayor And Council Of The City Of College Park, Maryland Adopting The Recommendations Of The Advisory Planning Commission Regarding Variance Application Number CPV-2016-01, 4711 Kiernan Road, College Park, Maryland, Recommending Approval Of Variances From The Prince George's County Zoning Ordinance: Section 27-442(C), Table II, Prescribing Maximum Lot Coverage (***Appeal period ended February 27, 2016***)

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

- 16-G-27 Award of a fireworks contract in generally the form attached subject to approval of the City Attorney to Fireworks Extravaganza of Rochelle Park, New Jersey, for a fireworks show for July 4, 2016, with options for 2017 and 2018, for \$18,000 per year, and authorize the City Manager to sign. (Because this is a sole source contract it requires a super majority vote.)
- 16-G-28 Motion to support an application for the transfer of a Class D, Beer and Wine License for the use of Akaras, Inc., t/a District 3 Social, for 7131 Baltimore Avenue, subject to the applicant entering into a Property Use Agreement with the City in substantially the form attached, authorization for staff to testify at the BOLC hearing, and for the City Manager to sign the PUA.
- 16-G-29 Motion to support the City's participation in the University of Maryland's Bitcamp Hackathon on April 8-10, 2016 for purposes of developing an app that will serve College Park residents, and authorization to spend \$1,000 for this purpose.

ACTION ITEMS

- | | | |
|---------|---|--|
| 16-G-30 | Amendments to the residential permit parking parameters in the 5100 and 5200 blocks of Mineola Road | Motion By: Kabir
To: Approve
Second:
Aye: ___ Nay: ___
Other: _____ |
| 16-R-04 | Adoption Of A Resolution Of The Mayor And Council Of The City Of College Park Maryland Welcoming Refugees | Motion By: Nagle
To: Approve
Second:
Aye: ___
Nay: ___
Other: _____ |
| 16-G-31 | Letter in support of SB 1129 – Prince George's County – Alcoholic Beverages – Special Hotel and Special Hotel Concessionaire Licenses | Motion By: Stulich
To: Adopt
Second:
Aye: ___
Nay: ___
Other: _____ |
| 16-G-32 | Appointments to Boards and Committees | Motion By:
To: Adopt
Second:
Aye: ___
Nay: ___
Other: _____ |

MAYOR AND COUNCIL COMMENTS

COMMENTS FROM THE AUDIENCE

ADJOURN

STATUS/INFORMATION REPORTS FOR COUNCIL REVIEW

1. Legislative Report – Leonard L. Lucchi, Esquire, O'Malley, Miles, Nylen & Gilmore, P.A.

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

MINUTES

MINUTES
Regular Meeting of the College Park City Council
Tuesday, February 23, 2016
Council Chambers
7:30 p.m. – 8:29 p.m.

PRESENT: Mayor Wojahn; Councilmembers Kabir, Nagle, Brennan, Dennis, Stulich (arrived at 7:33 p.m.), Day (arrived at 8:02 p.m.), Cook and Kujawa.

ABSENT: None.

ALSO PRESENT: Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Peggy Higgins, Director of Youth, Family and Senior Services; Terry Schum, Director of Planning; Miriam Bader, Senior Planner; Cole Holocker, Student Liaison; Adler Pruitt, Deputy Student Liaison.

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

Minutes: A motion was made by Councilmember Dennis and seconded by Councilmember Brennan to approve the minutes of the February 9, 2016 Regular Meeting. The motion passed 6 – 0 – 0.

Announcements: None.

Amendments To And Approval Of The Agenda: A motion was made by Councilmember Kabir and seconded by Councilmember Dennis to add consideration of SB 1052 - University of Maryland Strategic Partnership Act of 2016 - to the agenda (added as item 16-G-26). With that amendment, the agenda was approved 6 – 0 – 0.

City Manager's Report: Mr. Somers reviewed red folder updates regarding 16-G-21 and 16-G-22. He reminded Council that Dr. Loh will be our guest on Thursday night for a special Four Cities Meeting.

Student Liaison's Report: Mr. Holocker said the SGA is working on legislation regarding the County's fracking ban and tax incentives for businesses who host paid internships for students.

Comments From The Audience on Non-Agenda Items: None.

PRESENTATIONS:

Mayor Wojahn presented an FY '16 Public School Education Grant to Paint Branch Elementary School, which was accepted by Emmett Hendershot, Principal.

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

- 16-G-18 Authorization for the City to sign a Memorandum of Understanding with local communities in substantially the form attached for participation in the Inter-Municipal Bikeways Working Group**
- 16-G-19 Approval of a letter in support of HB723/SB525, Transportation - Highway User Revenues - Distribution to Municipalities, in substantially the form attached**
- 16-G-20 Approval of a Department of Defense request to join them in thanking the City's Vietnam War Veterans and their families by becoming a "Commemorative Partner for the 50th Anniversary of the Vietnam War"**
- 16-G-25 Approval to sign the National League of Cities Letter to Congress In Support Of Tax-Exempt Municipal Bonds**

The motion passed 7 – 0 – 0.

ACTION ITEMS:

- 16-G-26 Discussion of Senate Bill 1052 – University of Maryland Strategic Partnership Act of 2016**

Ross Stern from the University of Maryland gave an overview of this bill: it is designed to create a unified University of Maryland with two distinct campuses – Baltimore and College Park. There would be two presidents for now, but the bill allows in the future, if the Board of Regents desires, to merge into one president. It is a strategic partnership that would work toward unified systems such as human resources, and is not a full merger. Len Lucchi, City lobbyist, discussed the status of the bill in the Senate; it has not crossed over to the House yet. They expect amendments will be made as the bill moves through the General Assembly. Council and staff asked several questions about how this would impact College Park; many issues remain unknown at this time. The City Council discussed; the consensus was not to take a position at this time.

- 16-G-21 Approval of an amendment to the Declaration of Covenants and Agreement for University View I and II and University Village**

A motion was made by Councilmember Brennan and seconded by Councilmember Dennis to approve the request by Clark Enterprises, Inc. to amend prior agreements, including the Declaration of Covenants and Agreement, as amended, in order to remove the requirement to provide 109 parking spaces for the existing University View I and II student housing development on the adjoining properties located at 8320 and 8400 Baltimore Avenue, and other conforming changes, and to adopt the Second Amendment in substantially the form attached in place of the Declaration. The City Manager is authorized to sign the Second Amendment, and other documents necessary to effect this purpose as determined by the City Attorney.

Councilmember Brennan said Clark has decided not to pursue the development of additional student housing on the combined 8320 and 8400 properties, for which there is an approved detailed site plan, and to put these properties on the market for sale. The properties may be sold separately or together. Clark has informed the City that the existing Declaration of Covenants and Agreement, as amended, with the 109 parking spaces requirement, is an impediment to the sale and future redevelopment of the property. Other documents, such as a deed of easement between the various properties, were also involved in securing this restriction and may be extinguished or amended. In order to mitigate for the loss of the parking spaces, neighborhood input was solicited, and Clark has agreed to a number of conditions, which are included in the Second Amendment. The Amendment contains the following generally described conditions:

1. The owners shall provide funding, in the amount of \$111,500, to be deposited with the City for the purposes of providing an on-site bikeshare station, bikeshare memberships for University View I and II residents and community-oriented transportation measures.
2. The owners shall provide 60 additional on-site bicycle parking spaces.
3. The owners agree to provide other options to meet residential vehicular parking needs at such time as parking on the University of Maryland campus is no longer available.
4. University View I and II will continue the current level of shuttle bus service.
5. The jersey barriers between the 8320 property and Route 1 will be removed and replaced with landscaped planters which must be maintained by the owners.
6. The owners agree to enforce no parking of bicycles along the fence, to engage in enforcement action on a periodic basis, and to confiscate bicycles that are not parked in a designated bicycle space.

Discussion with Francis Lynch, applicant and Chris Hatcher, attorney: The outstanding items for discussion are: 1) Frequency of the enforcement action of the bicycles that park along the fence: they propose bi-weekly instead of weekly. Council wants weekly enforcement. 2) Timing of when the jersey barriers are removed: they prefer before July 1 rather than before June 1. Council agreed. 3) Item #17 in the Amendment regarding location of bicycle parking: how many can go in the back by the bridge? Language in the amendment shall reflect that a majority of the bicycle spaces shall be placed at the rear of the building.

Councilmember Cook asked what happened with the additional parking spaces they were going to try to solicit from Mazza? Mr. Hatcher said that when the University stops providing parking spaces on campus, they will be obligated to advertise alternate parking to their residents.

The motion passed 6 – 0 – 2 (Councilmembers Kujawa and Cook abstained).

16-G-22 Authorization to schedule a Public Hearing regarding the Greater College Park RISE Zone Application

A motion was made by Councilmember Day and seconded by Councilmember Brennan to authorize a public hearing to receive comment on the possible City participation in the Greater College Park RISE Zone application with Prince George's County, the Town of Riverdale Park, and the University of Maryland.

Councilmember Day said that the Regional Institution Strategic Enterprise Zone (RISE) is a new State program to encourage investment and job creation near universities committed to community economic development. Certain qualified development and businesses within a designated RISE Zone would be eligible for real property tax credits and other benefits. The minimum real property tax credit is 50% on the increase to the assessed value for the first year, and a 10% credit for each of the following four years. The motion above ONLY authorizes the holding of a public hearing on the Greater College Park RISE Zone application. Staff recommends the following steps for Council to continue the review and possible approval of the City's participation in the Greater College Park RISE Zone: 1) Review proposed criteria for eligibility for tax credits due to new investment in the RISE Zone. The proposed criteria can be provided to Council for discussion at a Worksession prior to the public hearing. 2) Hold a public hearing on the proposed application. The draft Greater College Park RISE Zone application will be available prior to the public hearing. 3) Consider and vote on a Council resolution stating the level of tax credits the City will offer to qualifying businesses and investments for the five year term of the program, and authorizing the City's participation in the Greater College Park RISE Zone.

There were no comments from the audience or the Council.

The motion passed 8 – 0 – 0.

16-G-23 Approval of a letter with comments to Maryland-National Capital Park and Planning Commission on Draft Module 1 of the Prince George's County Zoning Ordinance Rewrite regarding Zones and Zone Regulations and Use Regulations

A motion was made by Councilmember Stullich and seconded by Councilmember Brennan that a letter, in substantially the form attached, be sent to the Prince George's County Planning Department with the City's comments on Module 1 of the Prince George's County Zoning Ordinance Rewrite that addresses zones and zone regulations, use regulations and interpretations and definitions.

Councilmember Stullich said that the Maryland-National Capital Park and Planning Commission has undertaken a multi-year process for comprehensively rewriting the County Zoning Ordinance and Subdivision Regulations. It is being released in phases and is expected to be completed in fall 2017. The purpose of the Zoning Rewrite is to align the Zoning Ordinance with the Prince George's County General Plan and to make it more current and user-friendly. Public comment during all phases of the rewrite is encouraged and may be made through the

Park and Planning website. This letter constitutes our initial set of comments and additional comments will be submitted as other modules are released.

There were no comments from the audience or the Council.

The motion passed 7 – 0 – 1 (Councilmember Nagle abstained).

16-G-24 Appointment to Boards and Committees

A motion was made by Councilmember Cook and seconded by Councilmember Kabir to appoint Ian Henderson to the Neighborhood Quality of Life Committee, Daniel Walfield to the Committee for a Better Environment and Denise Mitchell to the Neighborhood Quality of Life Committee. The motion passed 8 – 0 – 0.

COUNCIL COMMENTS:

Councilmember Cook wants to get Council material ahead of time. She felt uncomfortable voting on several items tonight because she did not have the chance to review the material.

Councilmember Dennis congratulated Paint Branch Elementary School and principal Hendershot on the grant they received tonight, and commented on the half-time entertainment they provided at the M-NCPPC Xtreme Teens event.

Councilmember Brennan said there has been an uptick in violent crime recently. We are well equipped with surveillance cameras to help police identify the perpetrators.

Councilmember Nagle commented on last Saturday's Council retreat.

COMMENTS FROM THE AUDIENCE: None.

ADJOURN:

A motion was made by Councilmember Stulich and seconded by Councilmember Day to adjourn, and with a vote of 8 – 0 – 0, Mayor Wojahn adjourned the meeting at 8:29 p.m.

Janeen S. Miller, CMC
City Clerk

Date
Approved

16-R-02



Office of the Mayor and Council
City of College Park
4500 Knox Road
College Park, Maryland 20740
Telephone: (240) 487-3501
Facsimile: (301) 699-8029

**NOTICE OF FINAL DECISION
of the
MAYOR AND COUNCIL
of the
CITY OF COLLEGE PARK**

RE: **Case No.** CPV-2016-01 **Name:** Ahmad Dahmas
Address: 4711 Kiernan Road, College Park, MD 20740

Enclosed herewith is a copy of the Resolution setting forth the action taken by the Mayor and Council of the City of College Park in this case on the following date:
March 8, 2016.

CERTIFICATE OF SERVICE

This is to certify that on March 10, 2016 the attached Resolution was mailed, postage prepaid, to all persons of record.

NOTICE

Any person of record may appeal the Mayor and Council decision within thirty (30) days to the Circuit Court of Prince George's County, 14735 Main Street, Upper Marlboro, MD 20772. Contact the Circuit Court for information on the appeal process at (301) 952-3655.

Janeen S. Miller, CMC
City Clerk

Copies to: Advisory Planning Commission
City Attorney
Applicant
Parties of Record

PG Co. DER, Permits & Review Section
M-NCPPC, Development Review Division
City Public Services Department

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE
PARK, MARYLAND ADOPTING THE RECOMMENDATIONS OF THE
ADVISORY PLANNING COMMISSION REGARDING VARIANCE
APPLICATION NUMBER CPV-2016-01, 4711 KIERNAN ROAD, COLLEGE
PARK, MARYLAND, RECOMMENDING APPROVAL OF VARIANCES FROM
THE PRINCE GEORGE'S COUNTY ZONING ORDINANCE: SECTION 27-442(C),
TABLE II, PRESCRIBING MAXIMUM LOT COVERAGE**

- WHEREAS**, the City of College Park, Maryland (hereinafter, the "City") has, pursuant to §190-1 *et seq.*, and in accordance with Section 27-924 of the Prince George's County Zoning Ordinance (hereinafter, "Zoning Ordinance"), enacted procedural regulations governing any or all of the following: departures from design and landscaping standards, parking and loading standards, sign design standards, and variances for lot size, setback, and similar requirements for land within the corporate boundaries of the City, alternative compliance from landscaping requirements, certification, revocation, and revision of nonconforming uses, and minor changes to approved special exceptions; and
- WHEREAS**, the City is authorized by the Ordinance to grant an application for a waiver or variance for lot size, setback, and similar requirements where, by reason of exceptional narrowness, shallowness, shape, topography, or other extraordinary situation or condition of the specific parcel of property, the strict application of the Zoning Ordinance would result in peculiar and unusual practical difficulties or an exceptional or undue hardship upon the owner of the property, and a variance can be granted without substantial impairment of the intent, purpose and integrity of the General Plan or Master Plan; and
- WHEREAS**, Section 27-422 (c), Table II, of the Prince George's County Zoning Ordinance prescribes a maximum lot coverage of 30% in the R-55 zoning district; and
- WHEREAS**, the Advisory Planning Commission (hereinafter "APC") is authorized by §190-3 of the City Code to hear requests for variances from the terms of the Zoning Ordinance with respect to lot size, setback, and other requirements from which a variance may be granted by the Prince George's County Board of Appeals, including variances from Section 27-442(c) of the Prince George's County Zoning Ordinance, and to make recommendations to the Mayor and Council in connection therewith; and
- WHEREAS**, on December 21, 2015, Ahmad Dahmas (hereinafter, the "Applicant"), submitted an application for a variance from Prince George's County Zoning Ordinance, Section 27-442 (c), Table II, to permit the applicant to extend an existing driveway at the premises known as 4711 Kiernan Road, College Park, Maryland (the "Property"); and

WHEREAS, on February 4, 2016, the APC conducted a hearing on the merits of the application, at which time the APC heard testimony and accepted evidence, including the staff report and Exhibits 1 – 10, and the staff PowerPoint presentation with respect to whether the subject application meets the standards for granting variances set forth in the Ordinance.

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

WHEREAS, the Mayor and Council are authorized by §190-6 to accept or deny the recommendation of the APC with respect to variance requests; and

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

WHEREAS, no exceptions have been filed; and

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

Section 1. Findings of Fact

- 1.1 The property is located at 4711 Kiernan Road in the Mozynski subdivision and is zoned R-55.
- 1.2 The property has an odd, non-rectangular shape.
- 1.3 The property has an area of 15,112 square feet.
- 1.4 The property is improved with a 2,370 square foot, split-level, frame, single-family house. The house footprint is 1,598 square feet.
- 1.5 The house was constructed in 1984.
- 1.6 County and City building permits were obtained by the previous owner in 1990 to construct the following (all figures are the footprint dimensions): a 498 square foot addition, a 294 square foot greenhouse, and a 280 square foot covered deck.
- 1.7 No permit was found for a 286 square foot shed that was previously existing prior to 1990.
- 1.8 There is a shared driveway between 4709 and 4711 Kiernan Road.
- 1.9 The property is located at the end of a dead-end street that has no cul-de-sac or other turn-around area.
- 1.10 The immediate neighborhood is zoned R-55, single-family residential.
- 1.11 Surrounding zoning consists of R-55, MUI, DDOZ and R-O-S.

- 1.12 The applicant started to extend his driveway without obtaining a building permit. A Stop Work order was posted on December 15, 2015. The applicant then went to the County to apply for a building permit. The County determined that a variance would be needed prior to obtaining a building permit due to exceeding the maximum allowable lot coverage and referred the applicant to the City.
- 1.13 Since Kiernan Road dead-ends without provision of a formal turn-around, many drivers use the applicant's shared driveway for turning around and sometimes inadvertently hit their car.
- 1.14 The shared driveway means that parking is shared between two households, up to four cars. Due to the configuration of the driveway that lacks a turn-around area, cars need to be repeatedly moved back and forth to get out.
- 1.15 According to the applicant, Kiernan Road often becomes congested with parked vehicles along both sides of the street..
- 1.16 There is no Permit Parking on this street.
- 1.17 According to the applicant, a number of thefts have occurred to cars parked on Kiernan Road.
- 1.18 The Applicant stated at the hearing that he will put in all necessary drainage channels to avoid any stormwater issues onto the neighboring properties.

Section 2 Conclusions of Law

The Mayor and Council make the following conclusions of law with regard to CPV-2016-01, for the following Variances from the Prince George's County Zoning Ordinance: Section 27-442(c) prescribing maximum lot coverage:

- 2.1 The property has an exceptional (non-rectangular) shape. If the property was rectangular, its square footage would be 19,664 square feet, an increase of 4,552 square feet, and no variance would be needed. Further, being located at the end of a dead-end street with insufficient space to turn-around creates an extraordinary condition in that the applicant's driveway is used as a turn-around area depriving the applicant use of the first 15 feet of his driveway.
- 2.2 The strict application of the County Zoning Ordinance will result in an unusual practical difficulty upon the property owner by not allowing a turn-around option on-site, by preventing him from being able to monitor and protect his vehicle from theft, vandalism and damage and by continuing to deprive applicant of the use of the first 15 feet of his driveway due to others using a portion of his driveway for turn arounds.

- 2.3 Granting the requested variance will not impair the intent, purpose and integrity of the applicable County General Plan or County Master Plan because the extension is in the rear yard and this property adjoins significant Open Space land.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of College Park, Maryland to approve CPV-2016-01, and grant a variance of up to 4.5% (682 square feet) from lot coverage, as shown on the submitted plan.

ADOPTED, by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the 8th day of March 2016.

CITY OF COLLEGE PARK,
MARYLAND

Janeen S. Miller, CMC
City Clerk

Patrick L. Wojahn, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Suellen M. Ferguson
City Attorney

16-G-27

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (this "Agreement") is made this ____ day of _____, 2016, by and between the CITY OF COLLEGE PARK (the "City"), a municipal corporation of the State of Maryland, whose address is 4500 Knox Road, College Park, Maryland 20740 and J&J Computing, Inc., d/b/a Fireworks Extravaganza, (the "Contractor") whose address is 174 Route 17 North Rochelle Park, New Jersey 07662.

WHEREAS, Contractor desires to act for the City as an independent contractor providing a fireworks display on July 4, 2016, for the City of College Park, with options at the City's discretion for up to two additional displays on July 4, 2017 and July 4, 2018; and

WHEREAS, the City desires the Contractor to provide such services.

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

1. **Appointment.** The City hereby engages Contractor, as an independent contractor and not as an agent or employee of the City, and Contractor hereby accepts from the City the right to furnish, deliver and display an exhibit of fireworks (the "Fireworks") on July 4, 2016. The Fireworks shall be provided as detailed in accordance with this Agreement and the additional contract documents listed below which are attached hereto as Attachment "1" and incorporated herein by reference:

- (1) Appendix A Display Description;
- (2) Insurance Certificate and additional insured endorsement

The display for July 4, 2016 shall include the firework quantities as set out in Appendix A. The City shall have the option to extend the contract for two additional years, to provide for fireworks displays, at the discretion of the City, on July 4, 2017 and July 4, 2018, on the terms and conditions as set out herein.

2. **Contractor's Responsibilities.** Contractor hereby agrees to:

- A. Furnish and deliver to the City on July 4, 2016 a Fireworks display as detailed in the schedule of fireworks to be displayed, attached hereto as Appendix A. Contractor reserves the right to substitute shells or other pyrotechnic devices with like items of equal or greater value in the event substitution is required. The Fireworks display shall last a minimum of thirty (30) minutes. All Fireworks shall be aerial, with no ground displays. Contractor is responsible for providing all labor to dig mortar holes, set up display pieces and finale racks and to dismantle, clean up and collect debris, including unfired pyrotechnic devices, if any, resulting from the display on the evening of the display. At the City's discretion, the Contractor will provide fireworks as described in Appendix A Display Description at the City's discretion, on July 4, 2017 and July 4, 2018.
- B. Furnish sufficient trained personnel, including at least one (1) pyrotechnician, licensed by the State of Maryland, to present the display. The display shall be at least 1/2 electronically fired.
- C. Ensure that the display area is kept clean during the Fireworks. Contractor shall be responsible for the cleanup and policing of the display area on the night of the event, including, but not limited to, the removal of all unexploded Fireworks, removal of

frames, sets and lumber and the refilling of holes.

- D. If the location of the firing site, spectator's location, parking areas or structures are deemed unsuitable or unsafe under the current NFPA 1123 2010 distance requirements as determined by the University of Maryland or State Fire Marshal, Contractor may refuse to fire the display until such conditions are corrected. If such conditions are not corrected, Contractor may cancel the display without further liability to the City for such cancellation. In the event of such a discretionary cancellation, the City will have no monetary or other liability to Contractor.
- E. An inventory of the Fireworks may be done by the City at Contractor's office or other mutually agreeable site prior to the night of the display. Contractor will provide additional shells for the display if a shortage is found. Contractor shall be responsible for securing the storage of the Fireworks until the day of the show.
- F. Set up the equipment and facilities required for the Fireworks.
- G. Report to the City and the University of Maryland Fire Marshal, any problems with the operations or conditions of the display area.
- H. Prepare and present the Fireworks display in a safe, professional and workmanlike manner.
- I. The Contractor reserves the right to terminate the Fireworks display in the event persons, vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.
- J. The Contractor will make application for and have available at the display, all police, fire and other local, County or State permits required for the display site.

3. City Responsibilities.

- A. The City agrees to provide a secure site, and to provide proper police/crowd security personnel to ensure adequate patrol of the site until Contractor advises that security is no longer necessary.
- B. City shall have available at the site fire and/or other local emergency response personnel as required by the County and/or State.

4. Mutual Responsibilities and Acknowledgements.

- A. In the event of inclement weather, the display will be rescheduled to the following day, July 5, in each year, and the City will secure any necessary extensions to the permit(s). There will be a postponement fee of fifteen percent (15%) of the total contract price if the display has been delivered to the display site and set up for firing. If City notifies Contractor of a postponement prior to display leaving warehouse, the postponement fee will be five percent (5%) of the total contract price but no less than Two Hundred and Fifty Dollars (\$250). In the event of a cancellation through no fault of the Contractor, there will be a cancellation fee of twenty-five percent (25%) of the total contract price for that year. No cancellation fee will be due if the local fire marshal having jurisdiction cancels due to NFPA or similar safety/security concerns.
- B. This Agreement will not be construed to create a partnership between the parties or persons mentioned herein.

- 5. Fees to Contractor.** In consideration for the services performed hereunder, Contractor shall be paid the sum of \$18,000.00 for the 2016 display, \$18,000.00 for the 2017 display and \$18,000.00 for the 2018 display. Amounts due are payable within ten (10) days

following the display. Payment shall be made by check. No cash will be paid to any agent or employee of Contractor.

A deposit of 50% of the total cost is required. The Contractor will provide an additional 10% of fireworks, if the contract is executed and the deposit is paid by March 4, 2016, 2016. Deposits for future years are due by the 31st of December of the previous calendar year.

6. **Other Payments; Expenses; Taxes.** The City will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Agreement except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement except as set out herein.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor is an independent contractor of the City and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent contractor by

any local, state or federal governmental agency, Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

7. **Insurance, Certificate.** Contractor will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, automobile liability insurance and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the City of College Park and the University of Maryland as additional insureds, and will provide an additional insured endorsement. The Contractor will be required to provide a Certificate of Insurance and additional insured endorsement within ten (10) business days after the date of the award of the Contract, and shall notify the City thirty (30) days prior to the cancellation/termination of any such insurance.

- A. Commercial General Liability Insurance - Personal injury/property damage liability insurance with a combined single limit of \$10,000,000 each occurrence/aggregate. The Commercial General Liability Insurance shall include completed operations and contractual liability coverage.
- B. Automobile Liability Coverage - Automobile personal injury and property damage insurance with a combined single limit of \$1,500,000.00 for each occurrence/aggregate.
- C. Workers' Compensation Insurance - The Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor under this Agreement and will name the City and the University of Maryland as insureds under such policy. Copies of the policy providing such coverage shall be furnished to the City.

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

8. **Indemnification**. Contractor shall indemnify and hold the City harmless from and against all actions, liability, claims, suits, damages, risk of loss, costs or expenses of any kind which may be brought or made against the City or which the City must pay and incur by reason of or in any manner resulting from the negligence of Contractor or its agents or employees, or its negligent performance of or failure to perform any of the obligations under the terms of this Agreement, including reasonable attorney's fees, howsoever arising or incurred, for damage to property or injury to or death of any person.

Furthermore, under no circumstances shall the City be liable for any injury to Contractor, including any and all costs and expenses relating in any way to said injury, except where an injury to Contractor shall occur as a direct result of the sole negligence of the City or its agents or employees.

9. **Liability**. Neither the City nor Contractor assumes any liability for failure to fulfill the terms and conditions of this Agreement, provided such failure be due to fire, strike, accidents, war, government regulations, or other causes unavoidable and beyond their reasonable control.

- 10. Construction and Legal Effect.** This Agreement constitutes the entire understanding between the parties relating to the relationship outlined herein and conclusively supersedes all prior writings, negotiations or understandings, whether oral or written, with respect thereto. No modification or addition to this Agreement shall have any effect whatsoever unless set forth in writing and signed by both parties hereto.
- 11. Non-Assignability.** This Agreement shall not be assignable or transferable by Contractor, whether by operation of law or in any other manner, without prior consent in writing from the City. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.
- 12. Relief.** In the event of a breach or a threatened breach by the Contractor of any provision of the Agreement, the Contractor recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the City, and further recognizes that in such event monetary damages will be available to protect the City. Accordingly, in the event of a breach or threatened breach of this Agreement, Contractor consents to the City's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of his obligations set forth herein. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from Contractor.
- 13. Termination for Default.** Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Contractor to deliver work,

supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, to carry out the work in accordance with contract documents, or to carry out the work hereunder to the complete satisfaction of the City, each of which shall constitute a breach of this Agreement. In such event, the City may give notice to the Contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within 24 hours after receipt of notification, the City may terminate this Agreement. This provision shall not limit the City in exercising any other rights or remedies it may have.

14. Termination for Convenience. The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. Except as otherwise set out herein, the City will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination.

15. Costs. In the event of any breach or nonfulfillment of any term, covenant or provision of this Agreement, the breaching party shall be responsible for any and all costs and expenses, including reasonable attorneys' fees incurred on account of such breach.

16. Enforcement Provisions. The failure of the City or Contractor at any time to enforce any of the provisions of this Agreement, or any right with respect thereto will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party hereto of any rights under the terms or covenants herein shall not preclude or prejudice the exercising thereafter of the same or any other rights under this Agreement.

17. Rights on Termination. In the event of termination of this Agreement, no indemnity shall be paid by the City to Contractor for any reason whatsoever, including but not limited to: (i) loss of profits, (ii) good will, (iii) termination of employees of Contractor, if any, (iv) salaries of employees of Contractor, if any, or (iv) like expenses of any nature.

18. Governing Law. This Agreement shall be governed by the laws of the State of Maryland, excluding the conflict of law rules of that state, as if this Agreement were made, and to be performed entirely within the State of Maryland.

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

20. Set-Off. In the event that Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof or after termination of the relationship created hereunder, the City shall have the right to offset any amount so owed by the Contractor against any compensation due the Contractor from the City.

21. Non Discrimination.

The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

b. The Contractor certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital

status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

c. The Contractor will, in all advertisements or solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

22. Equal Benefits.

a. Consultant must comply with the applicable provisions of § 69-6 of the City Code. The Consultant shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.

b. Upon request, the Consultant shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Consultant may not be in compliance with the provisions of this section.

c. The failure of the Consultant to comply with § 69-6 of the City Code will be deemed to be a material breach of the covered contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

WITNESS:

J&J Computing, Inc. d/b/a Fireworks Extravaganza

By: _____
John Sagaria, Manager

Federal Identification Number: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Suellen M. Ferguson, City Attorney

-
- A skillfully executed production that will vary in intensity and effects to deliver the maximum crowd appeal - the display will last approximately 30 minutes. There will be no "dark skies" - we keep the palette of the night sky constantly filled with exciting colors and sound, and the "oohs" and "aahs" never stop.
 - No multi-shot aerial (cakes) will be included in this program.

"THE PRODUCTIONS"

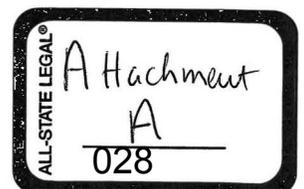
PRINCIPIPIA, OR OPENING BARRAGE

The production will begin with two or three loud salutes to make any adjustments necessary for wind conditions and to get the crowd's attention. The Principippia will then begin with our exclusive gleaming gold and silver comets shells shooting upward across an approximate 100 to 150-foot front accompanied by loud aerial salutes. Then a multi-colored aerial barrage of star shells and more salutes will complete the Principippia, which concludes with a huge eight inch shell. This opening presentation will last approximately one minute.

Star shell barrage of 2.5" through 3" shells	100 shells
4" aerial star shells	6 shells
5" aerial star shells	5 shells
6" aerial star shells	4 shells
8" aerial star shells	1 shell
 Total Principippia shells	 116 shells

MAIN AERIAL SHELL PRODUCTION PORTION

This part of your production will be performed at a pace to keep the full attention of the audience. We will insure you have a shell in the air about every 2 to 4 seconds and often more when we are firing flights of shells and using multi-break fancy shells. All of the shells used will be top quality imported or American made shells and many of them will be extra fancy multi-effect or multi-break shells. NO DARK SKIES!



3" aerial shells

350 shells

These will include red, green, silver, gold, blue, purple and white peonies and chrysanthemums, strobes, spiders, crackling, coconuts, willows, extra fancy color-changing shells, American extra fancy multi-break specialty shells, thunder/artillery shells, stickless rockets, whistle shells, extra fancy ruby, emerald, purple, Sunflower, white, aquamarine, silver and fancy oriental and American special effect star shells. Many of these shells will be "flighted" together so they burst simultaneously in the sky.

4" aerial shells

216 shells

These will include spiders, red, green, silver, purple, yellow, and blue peonies and chrysanthemums, rings, stars, hearts, butterflies, saturn shells, hourglass shells. (These are all exclusive pattern shells made for our company), transformation shells, crackerballs, snowballs, willows, dahlias, Kamuro shells, diadem and brocade shells, American extra fancy multi-break shells, extra fancy color-changing peonies in assorted colors, extra fancy color-changing chrysanthemums in assorted colors, red, green, silver, blue, gold, purple, white and variegated fancy American and imported color shells and fancy strobe crossette shells. Many of these shells are custom made for our company by three of America's finest custom shell builders.

5" aerial shells

160 shells

These will include fancy assorted peonies and chrysanthemum shells in six colors and variegated, transformation shells, willow shells, Kamuro shells, gold and silver palm tree shells, brocade crown shells, double and triple rings, star, heart, and butterfly shaped shells, hourglass and shamrock shells, cascade shells, extra fancy American multi-break shells with up to 9 breaks, coconut shells, strobe shells, exploding serpent shells, emerald, ruby and purple to silver and gold crackling American extra fancy shells, extra fancy color-changing American and oriental peonies and chrysanthemums, dahlias, American exploding serpent shells, and extra-fancy oriental special effect shells.

6" aerial shells

88 shells

8" aerial shells

27 shells

These will include red, green, silver, gold, blue, purple and white peonies and chrysanthemums, strobes, spiders, crackling, coconuts, willows, extra fancy color-changing shells, American extra fancy multi-break specialty shells, thunder/artillery shells, glitter palms, serpents, tiger tails, hammer, whistle shells, extra fancy ruby, emerald, purple, sunflower, white aquamarine, silver and fancy oriental and American special effect star shells.

Main Body Total Shells

841 shells

THE GRAND FINALE

Two and one half and
three inch shells and salutes

440 shells

Four inch shells

30 shells

Five inch shells

20 shells

Six inch shells

12 shells

Eight inch shells

2 shells

Total Finale Shells

504 shells

TOTAL PROGRAM

1,461 SHELLS

In addition, if we can be under contract before ~~December 31, 2012~~ ^{31 JAN 13 - see PL.}, we will offer you an added bonus of an additional Ten percent (10%) free fireworks. *me*

16-G-28

PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT (the "Agreement") is made as of the _____ day of _____, 2016, by and between Akaras, Inc., and Antoni Akaras, President/Secretary/Treasurer, (collectively "Licensee"); and the CITY OF COLLEGE PARK, a Maryland municipal corporation (the "City").

WITNESSETH

WHEREAS, Patak Holdings, LLC, is the owner of the real property located at 7131 Baltimore Avenue, 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, Patak Holdings, LLC, previously requested the City's support for the adoption of State legislation which authorized One Class D (On-Sale) Beer and Wine License issued for premises in the 7100 Block of Baltimore Avenue in the City to be converted into a Class D (On- and Off-Sale) Beer and Wine License for premises to be located in the 7100 to 7200 Block of Baltimore Avenue in the City; and

WHEREAS, the City agreed to support the enabling legislation, which was adopted, subject to Patak Holdings, LLC entering into a Property Use Agreement; and

WHEREAS, this Agreement amends and replaces in its entirety the Property Use Agreement entered into between Patak Holdings, LLC and the City, dated March 25, 2015; and

WHEREAS, Licensee currently has a Class D (On Sale) Beer and Wine License for the property located at 7150 Baltimore Avenue, College Park, Maryland 20740; and

WHEREAS, Licensee has applied to the Board of Liquor License Commissioners of Prince George's County, for the conversion of the Class D (On Sale) Beer and Wine to a Class D (On-Off Sale) Beer and Wine License ("License") and transfer of the License to the Property, which is to be operated as District 3 Social, a restaurant and wine bar with on and off sales of beer and wine, and has requested the City's support for the conversion and transfer; and

WHEREAS, in consideration of the covenants contained in this Agreement, the City will support the conversion and transfer of the License, 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. Once Licensee, or an entity under its control, owns, occupies or rents the Property, Licensee shall keep the Property under its control 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 License, the use of the Property shall be restricted to the operation of a

restaurant and wine bar with on and off sales to be named District 3 Social (“Restaurant”) 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 on-sale of alcoholic beverages, and which complies strictly with the restrictions and requirements of the State of Maryland/Prince George's County Class D License. Within six months after the start of operations of the Restaurant, the Licensee and City shall set a final alcohol to food ratio. 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 25 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 Licensee affirming the accuracy of the information provided. Licensee 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 the Restaurant in a manner that all seats are available for dining, and no area is designated solely for the consumption of alcoholic beverages. Alcoholic beverages shall not be sold or served prior to 10:00 a.m. or after 12:00 a.m., Sunday through Thursday, or prior to 10:00 a.m. or after 1:00 a.m. Friday through Saturday, with the exception that alcoholic beverages may be sold on and off during full service brunch on Saturday, Sunday and holidays as otherwise allowed by law. Happy hour or like events shall be limited to 3:00 p.m. to 7:00 p.m. 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 for the Restaurant is attached as Exhibit A. Live music is allowed only inside the Restaurant. 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. The Restaurant will include outdoor seating. Background music is allowed for this area until 9:30 p.m. or closing, whichever is earlier. In the event that complaints as to the sound level of voice or music entertainment are received by the City, the parties agree to review this condition, with further limitation of entertainment on the outside patio, if justified, not to be unreasonably refused by Licensee. Nothing in this Agreement shall modify the noise levels allowed by law in the City.

Alcoholic beverages shall be served only to diners sitting at tables or counters inside the restaurant facility or on the outdoor seating area, and to patrons standing 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 on-sale 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 \$12.00 per pitcher and are sold in pitchers for convenience and accommodation. All persons seated at a table at which beer in pitchers is served will be required to produce identification demonstrating an age of at least 21 years. Licensee will maintain all dining areas, including tables and chairs, inside the facility and on a designated patio area. Licensee shall ensure that the interior of the restaurant, including service areas, remain clean and graffiti free. The interior and exterior of the Property shall be rodent free. Licensee shall not allow grease, dirt, trash or graffiti to accumulate on any portion of the exterior of the Property that Licensee controls. 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 or wine, nor off-premises leafleting of cars or on public right of way promoting the sale of beer or wine, with the exception that Licensee may have one permanent exterior sign, subject to prior review and approval of the City, informing the public that beer and wine are available for sale at the Property. All off-premises advertising of specials, happy hours or reduced prices for beer or wine to be consumed on the Premises shall be limited to promotions coupling the sale or service of food with the sale of alcoholic beverages. Nothing in this section is intended to prohibit the Licensee from advertising his package goods in off-premises advertising. Licensee shall use a scanner system, as allowed by law, 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 for off sales and at server's discretion for on-sales. Licensee will not accept State of Maryland vertical type licenses as proof of age.

Cover and door charges may be charged by Licensee. Licensee shall not rent to, or otherwise allow the use of the facilities by, individuals or businesses involved in promoting or making a business or profit from producing musical, band or disc jockey events. 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. Off-Sales. Licensee shall limit the space allocated to retail off-sales to a maximum of 1500 square feet of the 3,000 square feet on the first floor and to

no more than 500 square feet on the second floor. The Licensee shall present the final layout of the retail and restaurant space for the entire Property to the City Council for review and approval at the time of application to the Board of License Commissioners for approval of the Class D (On-and-Off) Beer and Wine License. Kegs will not be sold off-sale. Sales of growlers and bottles of beer containing no less than sixteen (16) ounces may be sold. Additionally, sales of single twelve (12) ounce beers may be sold if the cost of said beer is greater than four dollars (\$4.00). No fortified wines, and no individual bottles or cans of beer containing alcohol of more than six percent (6%) costing less than five dollars (\$5.00) shall be sold. It is expressly understood that Licensee is prohibited from selling cold single beers in buckets or barrels of ice in close proximity to the registers. Licensee shall maintain a security camera for the retail sales area.

8. 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.

9. 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.

10. Assignment of License. Licensee agrees that it shall not sell, transfer, or otherwise assign its rights under the 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.

11. 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. The parties agree that Licensee shall have the right to assign their rights herein to an entity of their choosing, the majority of which is owned by Licensee.

12. Scope and Duration of Restrictions. The restrictions, conditions and covenants imposed by this Agreement shall be valid only so long

as Licensee maintains a License at the Restaurant, or some other substantially similar casual dining restaurant.

13. Security. Pursuant to Article 2B, §6-201(r)(19), Licensee may be required to obtain a License for special entertainment or to obtain an exemption. Prior to seeking a License for special entertainment or an exemption, Licensee agrees that it shall first present to the City its plans for entertainment as well as for any required security. For any activities authorized by such a license or exemption, 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. Any required 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.

a. Licensee shall diligently enforce ID policies through trained and certified managers and employees. Licensee agrees to take all necessary measures to ensure that under age persons do not obtain alcoholic beverages.

b. All employees for whom the Board of License Commissioners requires TIPS training will be trained within two weeks of hire. All employees operating cash registers for off-sales shall be TIPS trained.

c. All serving, bar, security and management employees will be 18 years or older.

14. 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:
- Antoni Akaras
4704 Harvard Road
College Park, Maryland 20740
- With copy to:
Linda C. Carter
6801 Kenilworth Avenue
Riverdale Park, Maryland 20737

If to the City:

Scott Somers
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

15. 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.

16. 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.

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

18. 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.

19. 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

AKARAS, INC.

Antoni Akaras, President/Secretary/Treasurer

WITNESS/ATTEST

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

SEEN AND AGREED:

PATAK HOLDINGS, LLC

Antoni Akaras, Managing Member

By: _____
Suellen M. Ferguson, City Attorney

16-G-29



**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**

Prepared By: Mayor Patrick Wojahn

Meeting Date: March 1, 2016

Presented By: Mayor Patrick Wojahn

Proposed Consent Agenda:

Originating Department: Mayor

Issue Before Council: Discussion of Participation in the Bitcamp event April 6-8, 2016 on the University of Maryland campus

Strategic Plan Goal: #6 - Excellent Services

Background/Justification:

The Bitcamp Hackathon is an annual event at the University of Maryland in which teams of students have 36 hours to develop a software application (or "app") in response to certain challenges put forth by different companies and non-profit organizations. Mayor Wojahn recently approached the organizers of the event to see if there is a way that College Park could participate. The organizers described the event as a potential opportunity for students to submit, and for the City to judge, potential apps that could benefit College Park residents. The City would only need to offer a prize to the team that creates an app that serves College Park residents. The teams at the hackathon can develop apps to any of the competitions taking place at the event, and would be able to submit an app to be judged by representatives of the city.

If the Council decides to participate, the Council or staff would then have to: 1) decide what the prize would be for the best app developed to serve College Park residents; 2) decide what the criteria would be in judging the apps submitted; and 3) decide who will be on the team to judge the apps submitted. The event is scheduled for April 8-10, and the organizers will submit proposals from the team who indicate that they are entering the College Park contest. More information about the hackathon is available at <http://bitca.mp>.

Fiscal Impact:

The fiscal impact depends on what the city decides might be offered as a prize to the winning entry. Some suggestions could include a free month parking for participants at the city garage or a \$5,000 stipend to fund start-up costs for the app to be developed and further disseminated.

Council Options:

- #1: Approve participation of the city in the Bitcamp event and authorize staff to explore options for what prizes might be offered, develop criteria for judging app submissions, and put together a team of judges.
- #2: Approve participation in the Bitcamp event and establish a committee to decide these issues further.
- #3: Do nothing further at this time.

Staff Recommendation:

N/A

Recommended Motion:

I move that the Council authorize staff to proceed with participation in the Bitcamp event on April 6-8 and to determine and provide the information necessary to participate to the event organizers.

Attachments:

16-G-30

MOTION:

I move to amend the requirements of the residential permit restricted parking districts approved for the 5100 block and 5200 block of Mineola Road to authorize up to three parking permits per house, and two visitor permits per house, with the exception that the current owners of a house that does not have a driveway may apply for up to four parking permits. Subsequent owners of houses without driveways will be limited to three parking permits.

DISCUSSION

On October 27, 2015, the Council approved a permit parking district for the 5200 block of Mineola Road that allowed two parking and two visitor permits per house. On November 24, 2015, a second parking district was approved for the 5100 block of Mineola Road that authorized the same number of permits. After receiving additional public comment expressing concerns that the number of parking permits allowed was not sufficient for the residents, and discussion of the issue at a public meeting on March 1, 2016, the Council determined that the number of parking permits allowed per residence should be increased from two to three, with the number of visitor permits to remain at two. Further, residences that currently do not have a driveway may apply for up to four parking permits. This exception only applies to the current owners of those residences. The parking restrictions will continue to apply 24 hours per day, 7 days per week.

16-R-04

**A RESOLUTION OF THE MAYOR AND COUNCIL
OF THE CITY OF COLLEGE PARK, MARYLAND
WELCOMING REFUGEES**

WHEREAS, the City of College Park has a long history of welcoming immigrants and building an open, caring, and inclusive community that celebrates its diversity, welcomes the vulnerable and disadvantaged, and embraces humanitarian efforts; and

WHEREAS, the City of College Park is comprised of residents, and the descendants of families, from all parts of the world who speak many languages and represent various cultures; and

WHEREAS, the conflict in Syria has presented one of the worst refugee crises since World War II, with more than seven million Syrians displaced by war; and

WHEREAS, many of the refugees referred to the United States for resettlement are the most vulnerable, including survivors of torture, women heads of household, children, and people with special medical needs; and

WHEREAS, President Barack Obama has committed to accepting 10,000 Syrian refugees within the next year; and

WHEREAS, those wishing to come to the United States apply through the United Nations and are subject to an extremely rigorous and multi-layered security screening program by a number of U.S. law enforcement and security agencies; and

WHEREAS, the intensive background checks required of refugees to the United States can take as long as 24 months to complete; and

WHEREAS, since 9/11, more than 750,000 refugees have been resettled in the United States and not one has been convicted of plotting a terrorist attack in the U.S.; and

WHEREAS, we share the view of many national security experts that failing to help refugees resettle quickly is a factor that can increase risks for Americans around the world; and

WHEREAS, opening our doors to those who are fleeing violence does not endanger our safety; but rather shows our hope and compassion; and

WHEREAS, Syrian refugees should to be treated with the dignity, care, respect, and compassion that every person deserves; and

NOW, THEREFORE, BE IT RESOLVED, that the City of College Park, Maryland hereby affirms its duty and willingness to serve as a place of sanctuary and refuge for refugees from around the world and to welcome Syrians who are approved as refugees, as respected and valued members of our community.

AND, BE IT FURTHER RESOLVED, that the City of College Park will work with city departments, other levels of government, local businesses, non-governmental organizations, and residents to identify ways in which the community can provide support for refugees relocating to the College Park area.

ADOPTED by the Mayor and Council of the City of College Park, Maryland this _____ day of March, 2016.

WITNESS:

CITY OF COLLEGE PARK, MD

Janeen S. Miller, City Clerk

Patrick L. Wojahn, Mayor

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

Suellen M. Ferguson, City Attorney

16-G-31

MOTION:

I move to authorize the Mayor to sign correspondence on behalf of the City Council in support of Senate Bill 1129, Prince George’s County – Alcoholic Beverages – Special Hotel and Special Hotel Concessionaire Licenses.

DISCUSSION:

Senate Bill 1129 creates a special hotel beer, wine, and liquor license for hotels meeting certain standards, and a special hotel concessionaire license for the restaurants in the hotel. The standards include at least 250 rooms, two or more restaurants, 15,000 square feet of conference room space, and 400 spaces in a parking garage.

This bill will enable patrons of these facilities to consume drinks throughout the entire facility, and provide other changes that are appropriate for certain conference center hotel facilities. At this time, the only hotel in College Park that would qualify is The Hotel at the University of Maryland.

The Hotel at the University of Maryland will provide first-class amenities, including a spa, quality restaurants, and large conference facilities. Senate Bill 1129 will ensure The Hotel’s patrons have the type of experience they expect at conference facilities and four-star hotels. The Hotel’s success is very important to the City’s goal of creating a vibrant downtown.

March 9, 2016

Senator Joan Carter Conway, Chair
Education, Health, and Environmental Affairs
Miller Senate Office Building
2 West
Annapolis, MD 21401

RE: SB 1129: Prince George's County – Alcoholic Beverages – Special Hotel and
Special Hotel Concessionaire Licenses

Dear Senator Conway and Committee Members:

The College Park City Council voted to support SB 1129 which would create special hotel licenses for the on-premises sale and consumption of alcoholic beverages. The current liquor licenses in Prince George's County do not meet the needs of large, high-quality hotel and conference facilities with multiple restaurants and large meeting and display areas. This bill will enable patrons of these facilities to consume drinks throughout the entire facility, and provide other changes that are appropriate for certain conference center hotel facilities.

We are very excited about The Hotel at the University of Maryland, a four-star hotel and conference center in downtown College Park across from the main gate of the University. It will provide first-class amenities, including a spa, quality restaurants, and large conference facilities. Senate Bill 1129 will ensure The Hotel's patrons have the type of experience they expect at conference facilities and four-star hotels. The Hotel's success is very important to the City's goal of creating a vibrant downtown.

On behalf of the City Council and our residents, I ask that you support this important legislation.

Sincerely,

Patrick L. Wojahn
Mayor

cc: Senator Jim Rosapepe, 21st District

SENATE BILL 1129

A2

6lr3754
CF 6lr3753

By: **Senator Rosapepe**

Introduced and read first time: February 29, 2016

Assigned to: Rules

A BILL ENTITLED

1 AN ACT concerning

2 **Prince George's County – Alcoholic Beverages – Special Hotel and Special Hotel**
3 **Concessionaire Licenses**

4 FOR the purpose of establishing in Prince George's County a special hotel license and a
5 special hotel concessionaire license; authorizing the Board of License Commissioners
6 for Prince George's County to issue a special hotel license to a person that owns or
7 operates a hotel that meets certain requirements; authorizing the Board to issue a
8 special hotel concessionaire license to certain persons who operate an establishment
9 that meets certain requirements; providing that an applicant for a special hotel
10 license or special hotel concessionaire license may sell beer, wine, and liquor under
11 certain circumstances and need not meet certain requirements; providing that an
12 applicant for a special hotel license or special hotel concessionaire license need not
13 obtain a certain dance license before offering live music and dancing; providing that
14 a special hotel license or a special hotel concessionaire license may not be counted as
15 a Class B or Class H license for a certain purpose; providing hours and days of sale
16 and annual license fees; specifying that a penalty or other sanction imposed for a
17 certain violation of a regulation of the Board applies to a certain person; and
18 generally relating to alcoholic beverages licenses in Prince George's County.

19 BY repealing and reenacting, without amendments,

20 Article – Alcoholic Beverages

21 Section 26–102

22 Annotated Code of Maryland

23 (As enacted by Chapter ____ (S.B. 724) of the Acts of the General Assembly of 2016)

24 BY adding to

25 Article – Alcoholic Beverages

26 Section 26–1013.1 and 26–1013.2

27 Annotated Code of Maryland

28 (As enacted by Chapter ____ (S.B. 724) of the Acts of the General Assembly of 2016)

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 BY repealing and reenacting, with amendments,
 2 Article – Alcoholic Beverages
 3 Section 26–1103(a)(1)
 4 Annotated Code of Maryland
 5 (As enacted by Chapter ____ (S.B. 724) of the Acts of the General Assembly of 2016)

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

8 **Article – Alcoholic Beverages**

9 26–102.

10 This title applies only in Prince George’s County.

11 **26–1013.1.**

12 **(A) THERE IS A SPECIAL HOTEL LICENSE.**

13 **(B) (1) THE BOARD MAY ISSUE THE LICENSE TO A PERSON THAT OWNS OR**
 14 **OPERATES A HOTEL THAT:**

15 **(I) CONTAINS:**

16 **1. AT LEAST 250 BEDROOMS;**

17 **2. A SPA, AN EXERCISE ROOM, AND A POOL;**

18 **3. AT LEAST 15,000 SQUARE FEET OF CONFERENCE**
 19 **ROOM SPACE;**

20 **4. AT LEAST TWO FULL–SERVICE RESTAURANTS AND**
 21 **OTHER VENUES, SUCH AS BARS OR LOUNGES, THAT PROVIDE FOOD OR BEVERAGE**
 22 **SERVICE; AND**

23 **5. A PARKING GARAGE WITH SPACE FOR AT LEAST 400**
 24 **MOTOR VEHICLES; AND**

25 **(II) OFFERS OTHER AMENITIES THAT ARE FOUND IN A**
 26 **FIRST–CLASS HOTEL.**

27 **(2) AN APPLICANT FOR THE LICENSE NEED NOT MEET ANY LOCATION,**
 28 **VOTING, OWNERSHIP, OR RESIDENCY REQUIREMENT.**

1 **(C) (1) THE LICENSE AUTHORIZES THE LICENSE HOLDER TO SELL BEER,**
2 **WINE, AND LIQUOR:**

3 **(I) IN ANY LOCATION OF THE HOTEL NOT COVERED BY A**
4 **SPECIAL HOTEL CONCESSIONAIRE LICENSE;**

5 **(II) BY THE GLASS OR BOTTLE; AND**

6 **(III) FOR CONSUMPTION ANYWHERE IN THE HOTEL, INCLUDING**
7 **ON THE PREMISES OF THE HOLDER OF A SPECIAL HOTEL CONCESSIONAIRE LICENSE.**

8 **(2) THE LICENSE HOLDER NEED NOT OBTAIN A DANCE LICENSE**
9 **ISSUED BY THE COUNTY BEFORE OFFERING THE PLAYING OF LIVE MUSIC AND**
10 **DANCING IN THE LICENSED PREMISES.**

11 **(3) THE LICENSE MAY NOT BE COUNTED AS A CLASS B OR CLASS H**
12 **LICENSE UNDER § 26-1601 OF THIS TITLE.**

13 **(D) THE HOURS AND DAYS OF SALE AND CONSUMPTION OF BEER, WINE, AND**
14 **LIQUOR UNDER THE LICENSE ARE FROM 6 A.M. TO 3 A.M. THE FOLLOWING DAY,**
15 **MONDAY THROUGH SUNDAY.**

16 **(E) THE ANNUAL LICENSE FEE IS:**

17 **(1) \$5,000; AND**

18 **(2) DUE ON OR BEFORE JUNE 1.**

19 **26-1013.2.**

20 **(A) THERE IS A SPECIAL HOTEL CONCESSIONAIRE LICENSE.**

21 **(B) (1) THE BOARD MAY ISSUE THE LICENSE TO A LESSEE, A SUBLESSEE,**
22 **OR OTHER OPERATOR OF AN ESTABLISHMENT THAT:**

23 **(I) ENGAGES IN THE DAILY SALE OF BEER, WINE, AND LIQUOR**
24 **ON ITS PREMISES FOR CONSUMPTION IN A HOTEL FOR WHICH A LICENSE IS ISSUED**
25 **UNDER § 26-1013.1 OF THIS SUBTITLE; AND**

26 **(II) IS OPERATED AS A CONCESSION IN CONJUNCTION WITH,**
27 **BUT INDEPENDENT OF, THE HOTEL.**

28 **(2) AN APPLICANT FOR THE LICENSE NEED NOT MEET ANY LOCATION,**
29 **VOTING, OWNERSHIP, OR RESIDENCY REQUIREMENT.**

1 **(C) (1) THE LICENSE AUTHORIZES THE LICENSE HOLDER TO SELL BEER,**
2 **WINE, AND LIQUOR:**

3 **(I) ON THE PREMISES OF THE LICENSE HOLDER;**

4 **(II) BY THE GLASS OR BOTTLE; AND**

5 **(III) FOR CONSUMPTION ANYWHERE IN THE HOTEL, INCLUDING**
6 **ON THE PREMISES OF ANOTHER HOLDER OF A SPECIAL HOTEL CONCESSIONAIRE**
7 **LICENSE.**

8 **(2) THE LICENSE HOLDER NEED NOT OBTAIN A DANCE LICENSE**
9 **ISSUED BY THE COUNTY BEFORE OFFERING THE PLAYING OF LIVE MUSIC AND**
10 **DANCING ON THE LICENSED PREMISES.**

11 **(3) THE LICENSE MAY NOT BE COUNTED AS A CLASS B OR CLASS H**
12 **LICENSE UNDER § 26-1601 OF THIS TITLE.**

13 **(D) THE HOURS AND DAYS OF SALE AND CONSUMPTION OF BEER, WINE, AND**
14 **LIQUOR UNDER THE LICENSE ARE FROM 6 A.M. TO 3 A.M. THE FOLLOWING DAY,**
15 **MONDAY THROUGH SUNDAY.**

16 **(E) THE ANNUAL LICENSE FEE IS:**

17 **(1) \$4,000; AND**

18 **(2) DUE ON OR BEFORE JUNE 1.**

19 **(F) A PENALTY OR OTHER SANCTION IMPOSED FOR A VIOLATION IN A HOTEL**
20 **OF A REGULATION OF THE BOARD APPLIES TO THE LICENSE HOLDER WHO THE**
21 **BOARD DETERMINES IS RESPONSIBLE FOR THE VIOLATION.**

22 26-1103.

23 (a) This section does not apply to a license holder that seeks to provide
24 entertainment if:

25 (1) the license of the license holder is issued under § 26-1003, § 26-1006,
26 § 26-1008, § 26-1009, § 26-1010, § 26-1011, **§ 26-1013.1, § 26-1013.2,** § 26-1014,
27 § 26-1015, or § 26-1016 of this title;

28 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July
29 1, 2016.

16-G-32

Mayor Wojahn:

- Appoint Councilmember Nagle as the City's representative to the Inter-Municipal Bikeways Working Group
- Reappoint Frank Rose and Robert Thurston to the Ethics Commission

Legislative Report

TO: Bill Gardiner, Assistant City Manager
FROM: Len Lucchi and Eddie Pounds, City Lobbyists
DATE: March 4, 2016
RE: Weekly Report

Here is a listing on the status of pertinent bills:

1. Fiscal bills

- a. HB 723 – Transportation – Highway User Revenues – Distribution to Municipalities – This is the MML bill to gradually restore HUR revenues to municipalities. Hearing held on February 25th before the Environment and Transportation Committee.
- b. HB 1455 – Transportation – Highway User Revenue – Distribution – The bill restores HUR revenues to both cities and counties. **It has a hearing on March 10th before the Environment and Transportation Committee.**
- c. SB 585 – Transportation – Highway User Revenues – Distribution to Municipalities – This is the Senate version of the MML bill. It has a hearing on March 2nd before the Budget and Taxation Committee. **No change in status.**
- d. SB 560 – One Maryland Economic Development Tax Credits – Business Incubators and Regional Institution Strategic Enterprise Zones – Bill expands the eligibility criteria for a project tax credit or a start-up tax credit to include a business that locates or expands a business incubator in a RISE Zone. The incubator must create a minimum of 25 new, full-time jobs within 24 months. Bill hearing held on February 24th before the Budget & Taxation Committee. Vote expected on March 4, 2016.

2. College Park bills

- a. SB 780 – Prince George’s County – School Facilities Surcharge – Student Housing Exemptions – This bill has been assigned to the Prince George’s Senate Delegation, chaired by Senator Rosapepe. Bill was heard on March 1st before the Education, Health and Environmental Affairs Committee.
- b. SB 782 – Creation of a State Debt – Prince George’s County – Hollywood Streetscape – This bill requests \$200,000 from the State’s capital budget.
- c. SB 1052/HB 1607 – University of Maryland Strategic Partnership Act of 2016 – Bill would create a partnership between The University of Maryland College Park Campus and The University of Maryland Baltimore Campus. Bill heard in Senate Budget & Tax Committee on March 1st. A series of amendments were offered to avoid any unintended consequences concerning UMB’s autonomy. The Opposition expressed concerns regarding selection of school president.

3. County Bills

- a. PG 439-16/HB 1138 – Prince George’s County – School Facilities Surcharge – Student Housing Exemptions – Bill received a favorable vote by County Affairs on Wednesday, February 24th and was voted favorably out of the Prince George’s Delegation. House Bill will be heard on March 11th in the House E&T Committee.

- b. PG/MC 111-16 – Prince George’s County – Land Use – Zoning Powers and Review – This bill had two hearings before the Bi-County Committee on February 11th and 12th. The Committee decided to hold the bill indefinitely.
- c. PG 438-16 – Task Force to Study a Promise Scholarship Program in Prince George’s County – HB 1087 – Bill establishes a task force to study a promise scholarship program in the County. Assigned to the County Affairs Committee. Received a favorable vote on February 17th.
- d. PG 404-16 – Prince George’s County – Authority to Impose Fees for Use of Disposable Bags – HB 1130 – Bill would allow retailers to charge up to 5 cents for use of plastic disposable bags. Assigned to the County Affairs Committee. Committee decided to hold the bill.
- e. PG 418-16 – Prince George’s County – Authority to Prohibit the Use of Disposable Bags – HB 1137 – Bill would allow the County to enact a law prohibiting the use of certain disposable paper and plastic bags. Assigned to the County Affairs Committee. Committee decided to hold the bill.
- f. PG/MC 110-16 – Prince George’s County – Land Use Permit Review – Consolidation – Would consolidate the review of certain permits for land use in the County’s DPIE agency. Discussed on March 3, 2016, in the Bi-County Subcommittee. County Council presented two amendments. One was technical. The other would implement the text of PG/MC 118-16 – Maryland-National Capital Park and Planning Commission – Prince George’s County – Appointment Procedures into the text of PG/MC 110-16. Park & Planning also presented amendments of a technical nature. The Committee decided not to vote on the bill with supporting amendments and instead requested that more information be provided concerning the appointment process of planning commissioners in other jurisdictions within Maryland and surrounding jurisdictions. The County Executive submitted written opposition.

4. Municipal bills

- a. House Bill 277 – Municipalities – Authority to Serve Citations for Violations of County Laws – This bill had a hearing on February 9th before the Environment and Transportation Committee. There does not seem to be much of an appetite for municipalities to take on a county responsibility. **Received an UNFAVORABLE report by E&T Committee.**
- b. House Bill 852 – Local Government – Municipal Elections – Tie Votes – This bill requires municipalities to establish procedures for tie votes. It has a February 26th hearing before the Ways and Means Committee. MML is opposing. **Received FAVORABLE with Amendments by Appropriations.**
- c. Senate Bill 248 – Municipalities - Vacant or Blighted Buildings – Registration and Remediation – This bill also had a hearing on February 9th before the Education, Health, and Environmental Affairs Committee. This bill was introduced and failed last year. It was submitted mainly for Annapolis. There did not seem to be an interest among other municipalities to put a spotlight on these properties.
- d. Senate Bill 326 – Municipal Elections – Certificates of Candidacy – Proof of Filing – This bill was submitted because of a problem in a single municipality. The hearing is scheduled for February 25th before the Education, Health and Environmental Affairs Committee. **Received UNFAVORABLE report by EHEA Committee.**