



TUESDAY, MAY 10, 2016
CITY OF COLLEGE PARK
COUNCIL CHAMBERS
7:30 P.M.

MAYOR AND COUNCIL REGULAR MEETING
AGENDA

COLLEGE PARK MISSION STATEMENT

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

1. **MEDITATION**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS**
5. **CITY MANAGER'S REPORT**
6. **ACKNOWLEDGMENTS**
7. **PROCLAMATIONS AND AWARDS**
 - a. National Infrastructure Week: May 16 – 23, 2016
8. **AMENDMENTS TO AND APPROVAL OF THE AGENDA**
9. **PRESENTATIONS**
 - a. Presentation by College Park Community Center Director MK Fitzsimons on the "Let's Move Initiative", the national program to create healthier communities for healthy kids.
10. **PUBLIC COMMENT ON CONSENT AGENDA AND NON-AGENDA ITEMS** - Speakers are asked to provide their name and address for the record, and are given three minutes to address the Council.
11. **PUBLIC HEARINGS**
 - a. Constant Yield Tax Rate
 - b. Ordinance 16-O-02, An Ordinance of the Mayor and Council of the City Of College Park, Maryland To Adopt The Fiscal Year 2017 Operating and Capital Budget Of The City Of College Park, Maryland

12. CONSENT AGENDA - Note: Consent Agenda items are routine items of business that are collectively presented for approval through a single motion. A Councilmember may request that an item be pulled from the Consent Agenda and placed under Action Items for separate discussion and action.

- 16-G-59 Approval of Minutes: March 8, 2016; March 22, 2016.
- 16-G-60 Approval of free parking in the downtown parking garage on Saturdays from May 28 to August 13, 2016
- 16-G-61 Support for a refillable container (growler) permit for Fishnet Restaurant, LLC, subject to the applicant entering into an Amended Property Use Agreement between the City and Mr. Ferhat Yalcin, Managing Member, in substantially the form as attached; authorize the City Manager to sign the Amended PUA; and authorize staff to testify to the Council's position at the BOLC hearing on May 11.
- 16-G-62 Award of contract to Management Advisory Group International, Inc. of Woodbridge, Virginia in substantially the form attached in an amount not to exceed \$35,000 for a Job Classification and Compensation Study, and authorize the City Manager to sign the contract.
- 16-G-64 Ratify the negotiated Agreement between the City and AFSCME Local 1209-C effective July 1, 2016 through June 30, 2019 and authorize the City Manager to sign the Agreement.
- 16-G-65 Approval of a Field Use Reservation Application for Duvall Field from M&M Learning Center for Family Fun Day, Saturday, May 21, 2016
- 16-G-66 Approval of a Sunday Field Use Reservation Application for Duvall Field from Boy Scout Troop 740 for Barbecue Fundraiser, Sunday, May 22, 2016

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

13. ACTION ITEMS

- 16-O-03 Introduction of Ordinance 16-O-03, An Ordinance Of The Mayor And Council Of The City Of College Park, Amending Chapter 15, "Boards, Commissions And Committees", §15-19, "Powers And Duties"; Chapter 125, "Housing Code", §125-8, "Maintenance Of Dwellings", §125-17, "Firesafety Laws", And §125-17.1, Abatement Of Certain Violations; And Chapter 157, "Property Maintenance", §157-2, "Definitions; Word Usage"; §157-3, "Compliance; Inspections"; §157-4, "Notification Of Violations; Hearings", §157-6, Responsibilities Of Owners And Occupants"; §157-7" Designation Of Unfit Buildings; Condemnation"; § 157-8,

Motion By: Nagle
To: Introduce
Second:

“Higher Standards To Prevail”; Deleting §157-5, “Adoption Of Rules And Regulations”, And §157-9 “Hearings”; Amending Chapter 110, ‘Fees And Penalties’, §110-2, “Penalties”, And Adopting A New Chapter 115, “Fire Safety” ,To Update And Clarify The Codes, Include Fire Safety Laws In One Chapter And Provide For A Fine, And To Make Certain Conforming Changes

The Public Hearing is Scheduled for Tuesday, June 14, 2016 at 7:30 p.m. in the Council Chambers

16-G-57 Letter of support for a College Park Food Truck Hub

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

16-G-63 Appointments to Boards and Committees

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

14. **MAYOR AND COUNCILMEMBER REPORTS/COMMENTS**
15. **STUDENT LIAISON’S REPORT/COMMENTS**
16. **CITY MANAGER’S REPORT/COMMENTS**
17. **GENERAL COMMENTS FROM THE AUDIENCE**
18. **ADJOURN**

STATUS/INFORMATION REPORTS FOR COUNCIL REVIEW

- This agenda is subject to change. For the most current information, please contact the City Clerk at 240-487-3501.
- Public Comment is taken during Regular Business meetings on the second and fourth Tuesdays of the month in one of the following ways. All speakers are requested to complete a card with their name and address for the record.
 - To comment about a topic not on the meeting agenda: Speakers are given three minutes to address the Council during “Public Comment on Non-Agenda Items” at the beginning of each Regular Meeting.
 - To comment on an agenda item during a Regular Business meeting: When an agenda item comes up for consideration by the Council, the Mayor will invite public comment prior to Council deliberation. Speakers are given three minutes to address the Council on that agenda item.
- 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.

Proclamation:

National
Infrastructure
Week

City of College Park Proclamation
Infrastructure Week 2016
May 16 – 23, 2016

WHEREAS, the City of College Park relies on critical infrastructure, including our roads and bridges, our railroads and transit systems, our pipes and water system, our power supply, our access to broadband, and our connectivity to the regional, national, and global economy; and

WHEREAS, this infrastructure enhances our local and regional economy, our quality of life, our safety, and the strength of our communities; and

WHEREAS, decades of underfunding and deferred maintenance have pushed infrastructure across the country to the brink of a national crisis, with preventable catastrophic failures occurring in communities nationwide; and

WHEREAS, the United States of America risks losing its competitive advantage to foreign economies by failing to adequately invest in its infrastructure;

WHEREAS, America's poorly-funded infrastructure and transportation systems can be harmful to our health and safety, even though tragedies resulting from infrastructure failures are most often preventable with adequate investment; and

WHEREAS, every dollar invested in infrastructure generates nearly two dollars in economic output; and

WHEREAS, to grow our economy, keep Americans safe, and strengthen our communities, we need all levels of government and the private sector to work together to rebuild and repair our nation's infrastructure; and

WHEREAS, Infrastructure Week 2016 has been established to highlight infrastructure investment needs in communities throughout the country, and to recognize and encourage leadership at the federal, state, and local levels to address our nation's pressing infrastructure challenges; and

WHEREAS, Infrastructure Week challenges policy-makers and the public to address head-on the challenges facing U.S. infrastructure, to move beyond short-term fixes and deferred maintenance, and to envision the innovative solutions, technologies, policies and investments that will improve America's infrastructure today and for the future.

NOW, THEREFORE, BE IT RESOLVED, that the City of College Park recognizes the week of May 16th, 2016 as Infrastructure Week and acknowledges the importance of dedicating sufficient resources to transportation and infrastructure investments in our community, and resolves to send a copy of this Proclamation to our state and federal elected officials.

PROCLAIMED THIS _____ DAY OF _____, 2016.

Patrick L. Wojahn, Mayor
City of College Park

PUBLIC HEARING:

Constant
Yield
Tax Rate



CITY OF COLLEGE PARK, MARYLAND

**CONSTANT YIELD TAX RATE
FOR FISCAL YEAR 2017**

EXPLANATION AND CALCULATIONS

**Handout for
Constant Yield Public Hearing
Tuesday, May 10, 2016
7:30 p.m.**

**CITY OF COLLEGE PARK, MARYLAND
NOTICE OF A PROPOSED REAL PROPERTY TAX INCREASE**

The Mayor & Council of the City of College Park, Maryland proposes to increase real property taxes.

1. For the tax year beginning July 1, 2016, the estimated real property assessable base will increase by 4.7%, from \$2,198,756,013 to \$2,302,813,683.

2. If the City of College Park, Maryland maintains the current tax rate of \$0.3350 per \$100 of assessment, real property tax revenues will increase by 4.7% resulting in \$348,593 of new real property tax revenues.

3. In order to fully offset the effect of increasing assessments, the real property tax rate should be reduced to \$0.3199, the constant yield tax rate.

4. The City is considering not reducing its real property tax rate enough to fully offset increasing assessments. The City proposes to adopt a real property tax rate of \$0.3350 per \$100 of assessment. This tax rate is 4.7% higher than the constant yield tax rate and will generate \$348,593 in additional property tax revenues.

A public hearing on the proposed real property tax increase will be held at 7:30 p.m. on Tuesday, May 10, 2016 in the Council Chambers, College Park City Hall, 4500 Knox Road, College Park, Maryland.

The hearing is open to the public, and public testimony is encouraged.

Persons with questions regarding this hearing may call Stephen Groh, Director of Finance, at 240-487-3510 for further information.

Advertisement published in The Washington Post
April 28, 2016

2016 Constant Yield Tax Rate Certification

Taxing authority: **College Park
in Prince George's County**

1	1-Jul-2015	Gross assessable real property base	\$	2,219,652,230															
2	1-Jul-2015	Homestead Tax Credit	-	20,896,217															
3	1-Jul-2015	Net assessable real property base		2,198,756,013															
4	1-Jul-2015	Actual local tax rate (per \$100)	x	0.3350															
5	1-Jul-2015	Potential revenue	\$	7,365,833															
6	1-Jul-2016	Estimated assessable base	\$	2,486,720,307															
7	1-Jan-2016	Half year new construction	-	0															
8	1-Jul-2016	Estimated full year new construction*	-	136,000,000															
9	1-Jul-2016	Estimated abatements and deletions**	-	47,906,624															
10	1-Jul-2016	Net assessable real property base	\$	2,302,813,683															
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">11</td> <td style="width: 15%;">1-Jul-2015</td> <td style="width: 55%;">Potential revenue</td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">7,365,833</td> </tr> <tr> <td>12</td> <td>1-Jul-2016</td> <td>Net assessable real property base</td> <td style="text-align: right;">÷</td> <td style="text-align: right;">2,302,813,683</td> </tr> <tr> <td>13</td> <td>1-Jul-2016</td> <td>Constant yield tax rate</td> <td style="text-align: right;">\$</td> <td style="text-align: right; border: 1px solid black;">0.3199</td> </tr> </table>					11	1-Jul-2015	Potential revenue	\$	7,365,833	12	1-Jul-2016	Net assessable real property base	÷	2,302,813,683	13	1-Jul-2016	Constant yield tax rate	\$	0.3199
11	1-Jul-2015	Potential revenue	\$	7,365,833															
12	1-Jul-2016	Net assessable real property base	÷	2,302,813,683															
13	1-Jul-2016	Constant yield tax rate	\$	0.3199															

Certified by



Director

* Includes one-quarter year new construction where applicable.

**Actual + estimated as of July 1, 2016, including Homestead Tax Credit.

CITY OF COLLEGE PARK
FY17 Constant Yield Tax Rate Advertisement

FROM SDAT CERTIFICATION		
Line	Description	Amount
1	FY16 gross assessable base	2,219,652,230
2	FY16 homestead tax credit (HTC)	(20,896,217)
3	FY16 net assessable base	2,198,756,013
4	FY16 actual tax rate	0.3350
5	FY16 potential revenue	7,365,833
6	FY17 estimated assessable base	2,486,720,307
7	FY17 half-year new construction	0
8	FY17 est. full-year new construction	(136,000,000)
9	FY17 est. abatements and deletions (incl. HTC)	(47,906,624)
10	FY17 net assessable base	2,302,813,683
11	FY16 potential revenue	7,365,833
12	FY17 net assessable base	2,302,813,683
13	FY17 constant yield tax rate	0.3199
	FY17 proposed tax rate	0.3350

CALCULATIONS FOR CONSTANT YIELD TAX RATE AD

Part 1

C1	(Line 10 - Line 3) / (Line 3)	0.047
C2	Line 3	2,198,756,013
C3	Line 10	2,302,813,683

Part 2

C4	Line 4	0.3350
C6	(Line 10/100) x Line 4 - (Line 3/100) x Line 4	348,593
C5	C6 / (Line 3/100 x Line 4)	0.047

Part 4

C7	(Proposed rate - Line 13) / Line 13	0.047
C8	If proposed rate is same as current rate, use C6	348,593
	Otherwise, use:	
	Line 10/100 x proposed rate - Line 10/100 x Line 13	347,725

LARRY HOGAN
Governor

BOYD RUTHERFORD
LT. Governor



DEPARTMENT OF
ASSESSMENTS & TAXATION

SEAN POWELL
Director

MICHAEL HIGGS JR.
Deputy Director

Date: February 12, 2016
To: All Municipal Taxing Authorities
From: Sean Powell, Director
Re: 2016/17 Constant Yield Tax Rate - Instructions

The Department of Assessments and Taxation is charged with administering the Constant Yield Tax Rate law. The law is found in two separate sections of the Tax-Property Article, §§ 2-205 and 6-308. The latter section contains the provisions that must be followed by taxing authorities. We are here to answer your questions and assist you in complying with this law.

Municipal corporations may set any tax rate for personal property without regard to the constant yield tax rate process. However, failure to comply with the constant yield tax rate law could have serious consequences for your jurisdiction. If the notice requirements are not fulfilled, the Department must notify the Attorney General who has required jurisdictions to lower their real property tax rates.

Concept

The constant yield tax rate is calculated by the Department for each taxing authority in the State. It represents the real property tax rate for the coming tax year that will generate the same amount of revenue that was generated during the current tax year. As assessments increase, the constant yield tax rate decreases. Implicit in this concept is the idea that *a tax rate at or below the existing tax rate is a tax increase if it is higher than the constant yield tax rate.* When a taxing authority plans to impose a real property tax rate that is higher than the constant yield tax rate, it must advertise the tax increase and hold a public hearing. If the taxing authority plans to set a real property tax rate at the current level, but above the constant yield tax rate, it must be advertised and a hearing must be held.

For the upcoming tax year, the assessable base of some taxing authorities has decreased. Therefore, the Constant Yield Tax Rate for those jurisdictions will actually be higher than the property tax rate for the current year. However, the legal requirements for adopting a tax rate above the Constant Yield Tax Rate remain the same. Accordingly, any taxing authority that is proposing a tax rate above the Constant Yield Tax Rate must comply with the enclosed instructions.

If the taxing authority plans to set a real property tax rate that is equal to or less than the Constant Yield Tax Rate, then the Constant Yield Tax Rate statute **does not** require a notice or a hearing.

Procedures

The law establishes very strict procedures governing the advertisement and the public hearing. Further, the law requires that the Department of Assessments and Taxation monitor the advertising and hearing process and report to the Attorney General any apparent violations. In the past, violations have resulted in jurisdictions being ordered to reduce the tax rate after tax bills had been issued. To avoid violating the law, you must comply with the following procedures:

300 W. Preston St. Room 605 Baltimore, MD 21201
www.dat.maryland.gov

410.767.4481 (phone) 1.800.735.2258 (MD relay)
410.333.5873 (fax) 1.888.246.5941 (toll free)

LARRY HOGAN

Governor

BOYD RUTHERFORD

LT. Governor



DEPARTMENT OF
ASSESSMENTS & TAXATION

SEAN POWELL

Director

MICHAEL HIGGS JR.

Deputy Director

- 1. Notice or Advertisement (2 options):** (1) Mail the proper notice to each real property taxpayer who resides in your jurisdiction; or (2) place an advertisement in a newspaper of general circulation in your jurisdiction. If you want to mail the notice to each resident, please contact the Department for prior approval and guidance.
- 2. Form of the Notice or Advertisement:** The language is specified word for word in the statute. An ad that deviates from the statutory requirements does not meet the requirements of the law and will be referred to the Attorney General for action. A sample notice with instructions and calculations for the arithmetic (Form CYTR #3) are included in this package. The wording in the statute is required and may not be modified. No part of this notice may be omitted. Additional language consistent with the intent of the law will be permitted (e.g. information regarding access to the hearing for the disabled). *Additional language designed to recast a tax rate in excess of the constant yield tax rate as anything other than a tax increase is contrary to the intent of the constant yield tax rate law and is not acceptable. It does not matter whether the additional language is within or outside the border of the required notice.* In order to minimize your advertising costs and avoid needless litigation, please use only the language required by law. If you have any question about the acceptability of additional language, contact Nruti Desai at the address on the following page.

If you are using the same tax rate as last year, please note that the percentage change in Section 1 and Section 2 of the advertisement will be the same but may be different than Section 4. Even though the calculations for the new real property tax revenues generated in Section 2 and Section 4 will vary due to rounding, please use the figure from Section 2 in both sections. Please use whole dollars in the advertisement and round to one decimal place in the percent changes.

We will gladly review any advertisement prior to publication. The advertisement will be checked for any errors in the text and calculations, and any additional language will be reviewed. If you wish, we will write your advertisement for you if you furnish us with your proposed tax rate(s). We will attempt to get the advertisement back to you by the next work day. Whenever possible, you will receive a response from us the same day we receive it. Please contact Cynthia Barkley for additional information.

- 3. Style and Placement of the Advertisement:** The ad must be at least 1/8th of a page with 12 point type. The notice must not be placed on pages with legal notices or classified advertisements. The headline must be in bold face with all capital letters. The text of the advertisement must be in regular face with mixed case letters. Be sure to emphasize these requirements with the newspaper. The sample notice enclosed shows the correct form for the advertisement.
- 4. Timing of the Advertisement and Hearing:** The hearing must be held on or after the 7th day and on or before the 21st day after the notice is published. Do not count the day of the notice or advertisement, but count the day of the hearing and all intervening calendar days, including Saturdays, Sundays, and holidays. This means that the advertisement must appear between one and three weeks before the hearing. The hearing must be held on or before June 17th before the date required by law for imposition of the property tax. This means that the absolute latest the advertisement can be published is June 10th

300 W. Preston St. Room 605 Baltimore, MD 21201
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410.333.5873 (fax) 1.888.246.5941 (toll free)

LARRY HOGAN
Governor

BOYD RUTHERFORD
LT. Governor



DEPARTMENT OF
ASSESSMENTS & TAXATION

SEAN POWELL
Director

MICHAEL HIGGS JR.
Deputy Director

for a June 17th hearing.

5. **Reporting to the Department:** The taxing authority must provide a copy of the *entire* newspaper page that carried the notice or evidence that the notice was mailed to each property taxpayer. A photocopy of the newspaper page or just the advertisement itself are not acceptable. Please use the enclosed Form CYTR #2. This must be sent to the Department within 15 days of the date of the advertisement. We strongly recommend that you send the Department a copy of the notice as soon as it is published, especially if the Department has not reviewed the advertisement prior to publication. We review all advertisements as soon as they are received so that if the advertisement does not conform to the law you may have time to republish it and hold a new hearing before the June 17th deadline. Failure to properly report to the Department is noncompliance that must be referred to the Attorney General.
6. **Setting the Rate:** The real property tax rate must be set at the constant yield tax rate hearing, or at a later time if the day, time, and location the tax rate will be set is announced at the hearing. The personal property tax rate can be set at any time consistent with law.

Enclosed is the Constant Yield Tax Rate Certification (Form CYTR #1) which shows the constant yield tax rate and the associated steps in its calculation for your jurisdiction. Personal property is not part of the constant yield tax rate calculation.

Please remember that the constant yield tax rate uses an estimate of assessable real property made in February, several months before tax rates are typically set. Every effort is made to provide reliable estimates of revenue for the upcoming year. However, these estimates may be affected by subsequent reductions in assessments by the local Property Tax Assessment Appeal Board or the Maryland Tax Court for certain properties. The Department issues revised estimates on a county basis in late March which may be obtained by contacting this office or from our web site at www.dat.maryland.gov

Questions or Problems:

Department of Assessments and Taxation
Attn: Nruti Desai, Office of the Director
301 West Preston Street, Room 808
Baltimore, Maryland 21201
Phone: (410) 767-4884
Fax: (410) 333-5873
Email: nruti.desai@maryland.gov

Enclosures: Sample Notice

- Form CYTR #1 (Constant Yield Tax Rate Certification)
- Form CYTR #2 (Reporting Form)
- Form CYTR #3 (Advertisement Calculation Instructions)

300 W. Preston St. Room 605 Baltimore, MD 21201
www.dat.maryland.gov

410.767.4481 (phone) 1.800.735.2258 (MD relay)
410.333.5873 (fax) 1.888.246.5941 (toll free)

PUBLIC HEARING:

Ordinance 16-O-02,
FY 2017 Operating
and Capital Budget



CITY OF COLLEGE PARK, MARYLAND

**REVISED OPERATING
AND CAPITAL BUDGET
FOR FISCAL YEAR 2017**

SUMMARY AND HIGHLIGHTS

**Handout for
Budget Public Hearing
Tuesday, May 10, 2016
7:30 p.m.**

ORDINANCE 16-O-02

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF
COLLEGE PARK, MARYLAND TO ADOPT THE FISCAL YEAR 2017
OPERATING AND CAPITAL BUDGET OF THE CITY OF COLLEGE PARK,
MARYLAND**

BE IT ORDAINED, by the Mayor and Council of the City of College Park, Maryland, that the following sums and amounts are hereby appropriated for the fiscal year beginning July 1, 2016 and ending June 30, 2017, the said revenues being used to defray expenses and operations of the City of College Park, Maryland in accordance with the following schedule:

General Fund

Revenues

Taxes

Real Property Taxes	\$ 7,658,722
Personal Property Taxes	952,500
Income Taxes	1,660,000
Other Local Taxes	680,000
State Shared Taxes	447,781
County Shared Taxes	650,000

Licenses & Permits

Business Licenses	43,000
Other Licenses & Permits	907,653
Utility Franchise Fees	315,000

Intergovernmental

Federal Grants	40,000
State Grants	257,055
County Grants	44,717

Charges for Services

General Government Charges	5,200
Highways & Streets	594,900
Sanitation & Waste Removal	394,474
Health Charges	12,000

Fines & Fees

Fines	2,770,400
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Miscellaneous Revenues

Investment Earnings	132,520
Property & Equipment Rental	100,500
Other Revenues	<u>1,370</u>

Total Operating Revenues \$ 17,667,792

Non-Revenue Receipts

Interfund Transfer from Parking Debt Service Fund	211,687
Use of Unassigned Reserve	<u>0</u>

Total Revenues **\$ 17,879,479**

Expenditures

General Government	\$ 3,213,414
Public Services	4,295,936
Planning, Community & Economic Development	695,738
Youth, Family & Senior Services	1,172,995
Public Works	5,480,749
Contingency	10,000
Debt Service	525,207
Interfund Transfer to Capital Projects Fund	<u>2,485,440</u>

Total Expenditures **\$ 17,879,479**

Parking Debt Service Fund

Revenues

Highways & Streets	
Parking Meter Revenue	\$ 220,000
Fines	
Parking Fines Revenue	<u>50,500</u>

Total Revenues **\$ 270,500**

Expenditures

Interfund Transfer to General Fund	<u>\$ 211,687</u>
------------------------------------	-------------------

Total Expenditures **\$ 211,687**

BE IT FURTHER ORDAINED that:

1. The tax levy be, and the same is hereby set at thirty-three and 5/10 cents (\$0.335) per one hundred dollars (\$100.00) of full value assessment on all taxable real property located within the corporate limits of the City of College Park, Maryland;
2. The tax levy be, and the same is hereby set at eighty-three and 8/10 cents (\$0.838) per one hundred dollars (\$100.00) of full value assessment on all taxable personal property located within the corporate limits of the City of College Park, Maryland;
3. In addition to the projected General Fund operating revenue of \$17,667,792, the sum of \$211,687 is transferred from the Parking Debt Service Fund and the sum of \$0 is appropriated from prior years' unassigned fund balance;

4. The net speed enforcement camera revenues, after recovery of the costs of implementing and administering the program, are allocated solely for public safety purposes, including pedestrian safety programs;
5. The above listing of revenues and expenditures represents a summary of the detailed material contained in a document entitled “City Manager’s Proposed Operating and Capital Budget for Fiscal Year 2017”, with amendments; said document and any amendments thereto are incorporated herein by this reference;
6. By adoption of this Ordinance, the FY2017 Pavement Management Plan and the FY2017 Pay Plan (including Job Class Table and Pay Table) contained in the FY2017 proposed operating budget with amendments, if any, are hereby adopted by this reference;
7. By adoption of this Ordinance, the City includes its employees in the Reformed Contributory Pension Plan of the Maryland State Retirement and Pension System (MSRP) and authorizes payment of retirement benefits into the said pension system, on the terms and conditions set forth in State law;
8. The Unrestricted Capital Projects Fund and Restricted Capital Projects Fund reserve accounts shall be re-appropriated as required in order to fund the projects included in the Capital Improvement Plan as adopted by this Ordinance;
9. The Capital Budget and the Five Year Capital Improvement Plan for Fiscal Year 2017 in the amount of \$49,284,954, as listed and described in the capital projects fund section of the “City Manager’s Proposed Operating and Capital Budget for Fiscal Year 2017” with amendments is hereby adopted;
10. The Parking Debt Service Fund is hereby budgeted for fiscal year 2017. This fund was established in fiscal year 2008 to receive 50% of the additional parking meter revenue generated from the FY2008 increase in parking meter rates. Beginning in FY2011, this fund also receives the \$2.50 increase in parking tickets for expired meter and overtime parking. The revenues retained in the Parking Debt Service Fund will be used to offset debt service costs on the parking garage debt;
11. Personal property tax accounts delinquent for a period of ninety (90) days shall be assessed a \$100.00 late payment penalty;
12. Should any section of this Ordinance be determined to be invalid, such invalidity shall not affect any other sections; and
13. This Ordinance shall become effective at the expiration of twenty (20) calendar days following its adoption or July 1, 2016, whichever is later.

AND BE IT FURTHER ORDAINED by the Mayor and Council of the City of College Park, Maryland that, upon introduction of this Ordinance, the City Clerk shall distribute a copy of same to each council member and shall publish a fair summary of this Ordinance in a newspaper

having general circulation in the City, together with a notice setting out the time and place for a public hearing hereon and for its consideration by the City Council.

A public hearing will be held on this budget Ordinance at 7:30 p.m. on the 10th day of May, 2016 in the Council Chambers, City Hall, 4500 Knox Road, College Park, Maryland. The public hearing followed the date the “City Manager’s Proposed Operating and Capital Budget for Fiscal Year 2017” was available for inspection by the public by at least two (2) weeks, and will be held in connection with a regular Council meeting. All persons interested will have an opportunity to be heard. After the public hearing, the Council may adopt the proposed budget Ordinance, with or without amendment, without the need for further advertising or public hearings.

Introduced on the 25th day of April, 2016

Adopted on the _____ day of May, 2016

Effective on the 1st day of July, 2016

Patrick L. Wojahn, Mayor

ATTEST:

Janeen S. Miller, CMC, City Clerk

APPROVED AS TO FORM:

Suellen M. Ferguson, City Attorney

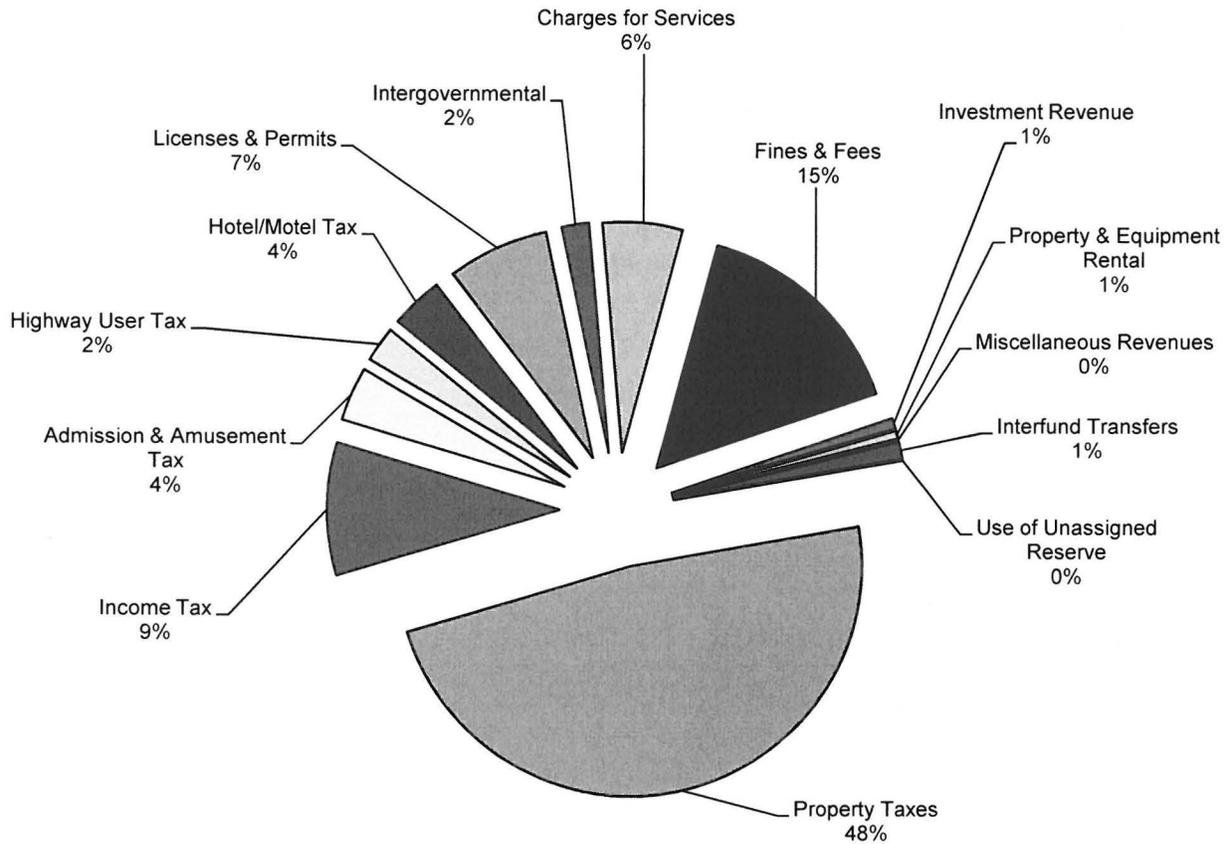
CITY OF COLLEGE PARK, MARYLAND
Summary of Changes between FY2017 Proposed and Revised Budgets
(not a part of Ordinance 16-O-02)

Program	Description	Increase (Decrease)
Revenues- Unassigned Reserve Transfer 399.00	Use of Unassigned Reserve per Proposed Budget	\$ 0
Admin-Mayor & Council-1010	Add Mayor & Council internship program	5,000
Admin-Public Relations-1017	Add interpreter services	1,000
Finance-Info Tech-1024	Add Adobe InDesign and Adobe Illustrator licenses for Communications Coordinator	490
Public Services- Code Enf-2012	Delete calibration of 3 noise meters, as noise meters will be replaced in FY 2017	(900)
Public Services- Public Safety- 2020	Increase purchase and installation of rectangular rapid flash beacon (RRFP) from 1 to 2; locations TBD	26,000
Public Services- Speed Enf-2025	Transfer Speed Enforcement payroll and benefits from Contract Police program	74,428
Public Services- Contract Police- 2030	Transfer Speed Enforcement payroll and benefits from Contract Police program	(74,428)
Public Works- Tree & Landscape-5020	Add additional beautification/landscaping city-wide to Trees, Shrubs & Flowers	8,000
Public Works- Tree & Landscape-5020	Add 2 outdoor community bulletin boards in North College Park	2,000
Public Works- Engineering-5021	Add 2 additional streetlight installations; locations TBD	6,000
Interfund Transfers-9210	Reduce C.I.P. transfer for City Hall Expansion, project 041003, from \$1,000,000 to \$952,410	<u>(47,590)</u>
Revenues- Unassigned Reserve Transfer 399.00	Use of Unassigned Reserve per Revised Budget	<u>\$ 0</u>

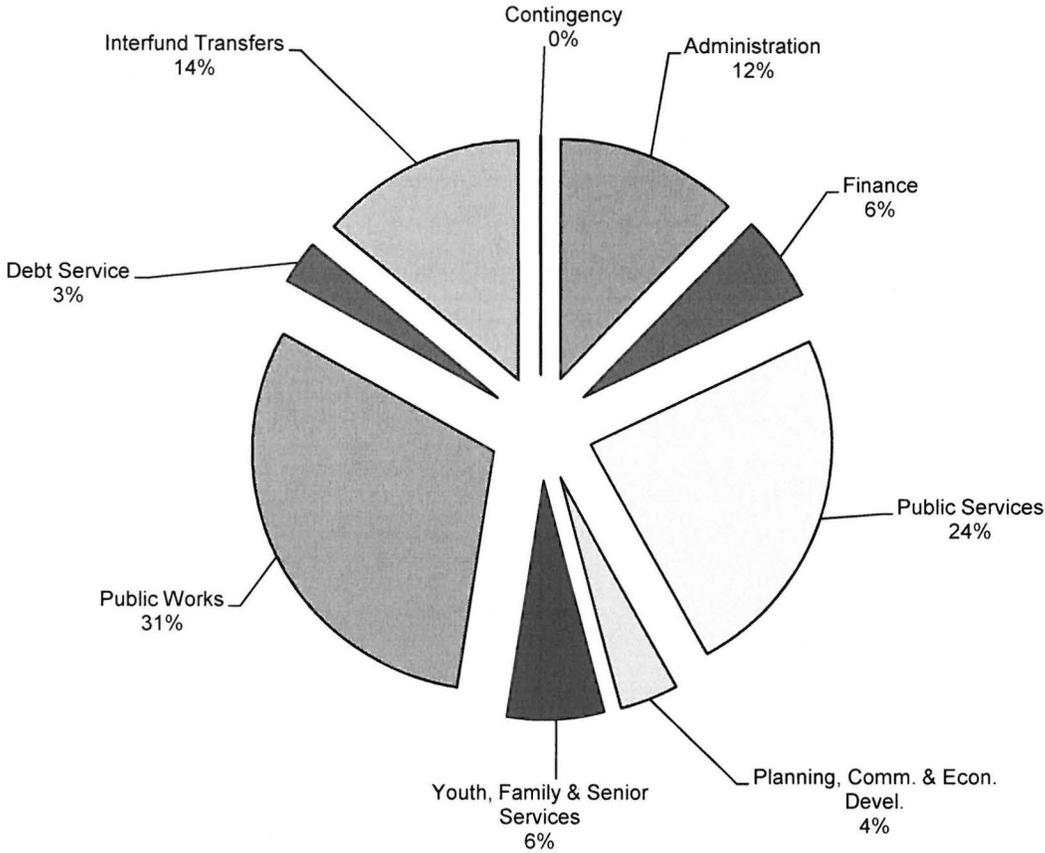
CITY OF COLLEGE PARK, MARYLAND
Comparative Operating Budget Summary - General Fund
For Fiscal Years 2014, 2015, 2016 and 2017

	FY 2014 Actual	FY 2015 Actual	FY 2016		FY 2017 Budget	
			Adjusted Budget	Y-T-D Actual	Proposed Budget	Revised Budget
REVENUES:						
Real Property Tax	\$ 6,548,181	\$ 6,664,433	\$ 6,929,876	\$ 7,211,518	\$ 7,658,722	\$ 7,658,722
Personal Property Tax	887,440	978,181	851,500	938,063	952,500	952,500
<i>Total Property Taxes</i>	<u>7,435,621</u>	<u>7,642,614</u>	<u>7,781,376</u>	<u>8,149,581</u>	<u>8,611,222</u>	<u>8,611,222</u>
Income Tax	1,617,918	1,636,074	1,600,000	837,309	1,660,000	1,660,000
Admission & Amusement Tax	665,076	673,023	650,000	589,561	680,000	680,000
Highway User Tax	345,278	361,857	419,266	387,436	447,781	447,781
Hotel/Motel Tax	469,993	529,324	450,000	479,935	650,000	650,000
<i>Total Taxes</i>	<u>10,533,886</u>	<u>10,842,892</u>	<u>10,900,642</u>	<u>10,443,822</u>	<u>12,049,003</u>	<u>12,049,003</u>
Licenses & Permits	1,160,580	1,232,599	1,193,935	778,679	1,265,653	1,265,653
Intergovernmental	234,656	256,736	261,772	135,574	341,772	341,772
Charges for Services	960,580	988,596	999,078	811,285	1,006,574	1,006,574
Fines & Fees	1,992,281	3,001,290	2,510,600	2,136,780	2,770,400	2,770,400
Investment Revenue	198,972	156,313	93,019	66,704	132,520	132,520
Property & Equipment Rental	105,492	100,550	99,850	79,717	100,500	100,500
Miscellaneous Revenues	1,602	1,670	1,700	1,597	1,370	1,370
Interfund Transfers	0	0	257,392	0	211,687	211,687
Use of Unassigned Reserve	0	0	0	0	0	0
TOTAL REVENUES	<u>15,188,049</u>	<u>16,580,646</u>	<u>16,317,988</u>	<u>14,454,158</u>	<u>17,879,479</u>	<u>17,879,479</u>
EXPENDITURES:						
Administration	1,661,450	2,111,537	2,111,697	1,366,345	2,175,171	2,181,186
Finance	896,854	3,633,906	991,278	662,676	1,032,106	1,032,228
Public Services	3,588,543	3,708,983	4,019,776	2,436,244	4,270,615	4,295,936
Planning, Comm. & Econ. Devel.	595,804	613,974	664,463	421,479	695,728	695,738
Youth, Family & Senior Services	1,064,723	1,027,995	1,114,881	741,292	1,172,946	1,172,995
Public Works	4,725,728	4,680,475	5,189,982	3,269,777	5,464,676	5,480,749
Debt Service	557,218	590,826	557,411	56,024	525,207	525,207
Interfund Transfers	922,000	1,081,225	1,658,500	1,658,500	2,533,030	2,485,440
Contingency	0	0	10,000	0	10,000	10,000
TOTAL EXPENDITURES	<u>14,012,320</u>	<u>17,448,921</u>	<u>16,317,988</u>	<u>10,612,337</u>	<u>17,879,479</u>	<u>17,879,479</u>
SURPLUS OR (DEFICIT)	\$ <u>1,175,729</u>	\$ <u>(868,275)</u>	\$ <u>0</u>	\$ <u>3,841,821</u>	\$ <u>0</u>	\$ <u>0</u>
Fund Balance, Beginning of Year	<u>5,505,421</u>	<u>6,681,150</u>		<u>5,812,875</u>		<u>9,654,696</u>
Fund Balance, End of Year	\$ <u>6,681,150</u>	\$ <u>5,812,875</u>		\$ <u>9,654,696</u>		\$ <u>9,654,696</u>

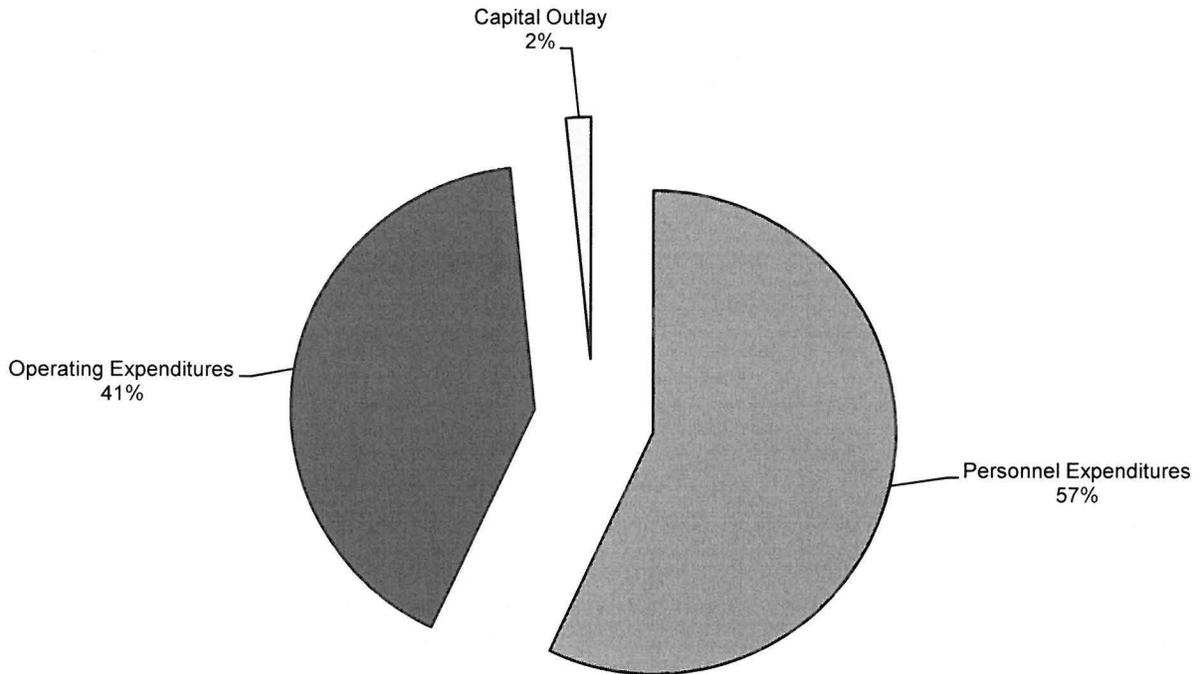
**CITY OF COLLEGE PARK
 FY 2017 Budgeted General Fund Revenues by Category
 as Percentage of Total Revised Revenues \$17,879,479**



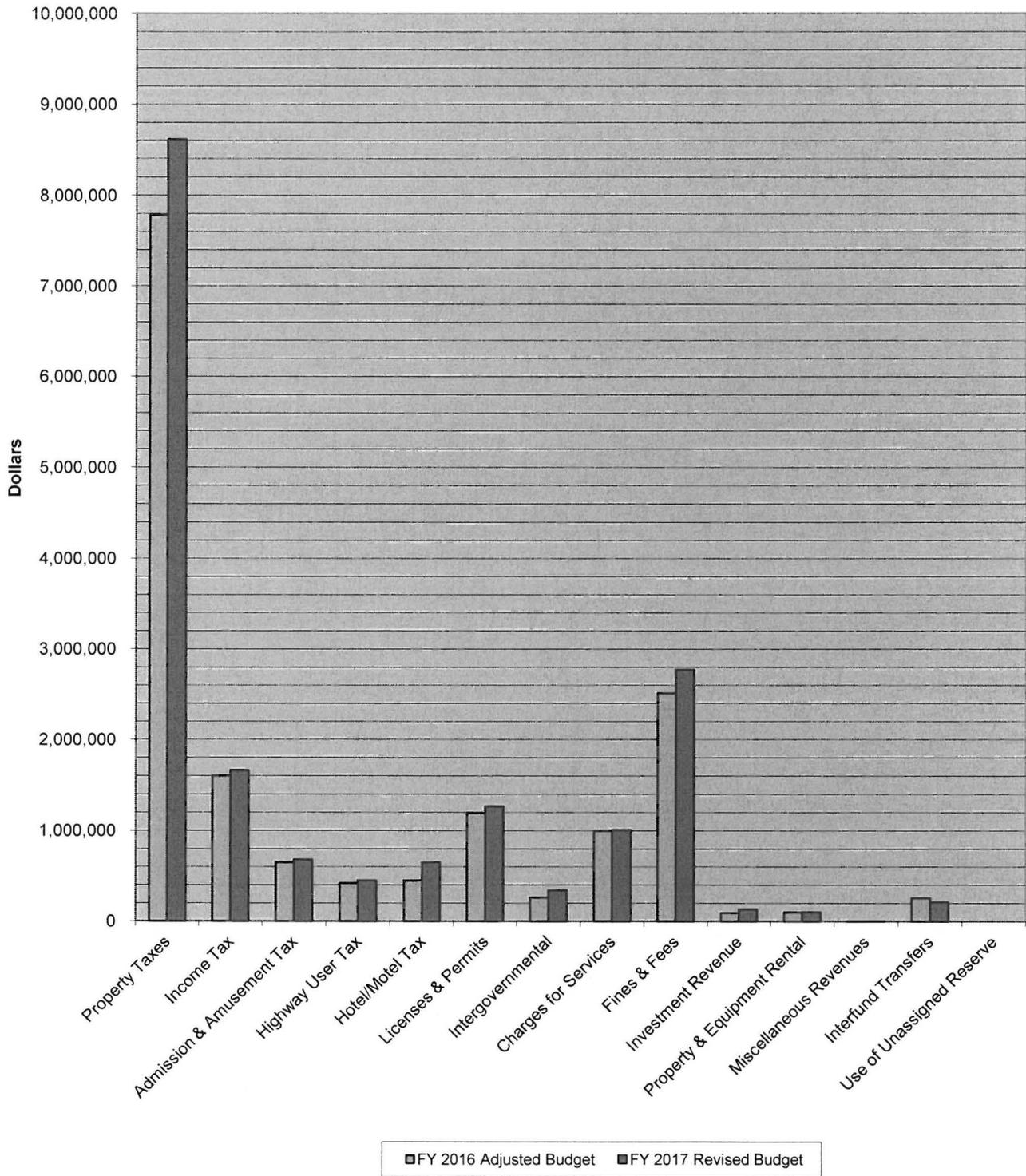
CITY OF COLLEGE PARK
FY 2017 Budgeted General Fund Expenditures by Department
as Percentage of Total Revised Expenditures \$17,879,479



CITY OF COLLEGE PARK
FY2017 Budgeted General Fund Expenditures by Category
as Percentage of Total Revised Expenditures \$17,879,479



**CITY OF COLLEGE PARK
Comparative General Fund Budgeted Revenues
FY 2016 Adjusted Budget and FY 2017 Revised Budget**



PROGRAM NAME/NUMBER

Interfund Transfers/9210

PERSONNEL EXPENDITURES:

Authorized Positions in Full Time Equivalents (FTE's)	ACTUAL			ESTIMATED
	FY 2014	FY 2015	FY 2016	FY 2017
Budget Total	0.00	0.00	0.00	0.00

OPERATING EXPENDITURES

EXPENDITURE SUPPORT DATA		PROGRAM NUMBER: 9210	
Element/Object	Details	Total	
99	<u>Interfund Transfers</u>		
	99-10 Operating Cash Transfer to Capital Projects Fund		
	Business Retention Fund (project 113001)	30,000	
	City Hall Expansion (project 041003)	952,410	
	Facilities Capital Reserve (project 991013)	25,000	
	Fire Department Capital Equipment Grants (project 012006)	60,000	
	Green Streets (project 113004)	50,000	
	Hollywood Commercial Revitalization (project 103004)	63,000	
	Old Parish House Renovations #2 (project 155001)	10,000	
	Parking Enforcement Equipment Replacement (project 162002)	25,000	
	Pavement Management Plan (project 045008)	721,000	
	Randolph Macon Avenue (project 133001)	126,050	
	Vehicle Replacement Program (project 925061)	422,980	
			2,485,440

CAPITAL OUTLAY: None

Capital Project Summary

Schedule of Expenditures by Project by Year								
Project Number	Project Name	Total	Thru FY16	FY17	FY18	FY19	FY20	Past FY20
113003	Bikeshare	464,858	0	464,858	0	0	0	0
133003	Business Recycling Incentive Fund	25,000	2,752	22,248	0	0	0	0
113001	Business Retention Fund	167,000	137,000	30,000	0	0	0	0
092003	CCTV	960,141	927,451	32,690	0	0	0	0
041003	City Hall Expansion	8,727,954	425,657	302,297	8,000,000	0	0	0
093001	Community Legacy Loan Repayments	660,000	360,000	0	0	0	0	300,000
163001	Complete Streets	262,524	60,000	202,524	0	0	0	0
053007	Duvall Field Renovation	748,708	165,324	120,000	463,384	0	0	0
991013	Facilities Capital Reserve	406,212	81,158	0	0	0	0	325,054
012006	Fire Department Capital Equipment	551,950	491,950	60,000	0	0	0	0
113004	Green Streets	257,140	49,100	208,040	0	0	0	0
085001	Guardrail Replacement	100,000	40,433	30,000	29,567	0	0	0
103004	Hollywood Commercial Revitalization	1,130,974	30,974	100,000	500,000	500,000	0	0
103002	Hollywood Gateway Park	727,778	122,948	454,830	150,000	0	0	0
073004	Hollywood Road Extended	500,000	67,000	0	433,000	0	0	0
063002	Homeownership Grant Program	210,000	187,500	22,500	0	0	0	0
011004	Institutional Network (I-Net)/P.E.G.	3,105,472	892,021	7,921	7,921	7,921	7,921	2,181,767
155001	Old Parish House Renovations #2	70,000	18,000	52,000	0	0	0	0
162002	Parking Enf. Equipt. Replacement	50,000	0	50,000	0	0	0	0
045008	Pavement Management Plan	3,842,000	721,000	721,000	600,000	600,000	600,000	600,000
963028	Program Open Space Acquisition Projects	1,031,815	373,256	0	658,559	0	0	0
015002	Public Works Facility Improvements	1,178,528	205,665	972,863	0	0	0	0
133001	Randolph Macon Avenue	620,000	120,000	500,000	0	0	0	0
143001	Route 1 Underground Utilities	15,180,000	311,871	300,000	655,000	0	13,913,129	0
091004	Sustainability Initiatives	348,999	232,449	116,550	0	0	0	0
925061	Vehicle Replacement Program	7,957,901	919,500	1,235,980	1,288,980	1,367,980	943,980	2,201,481
Total Expenditures		<u>49,284,954</u>	<u>6,943,009</u>	<u>6,006,301</u>	<u>12,786,411</u>	<u>2,475,901</u>	<u>15,465,030</u>	<u>5,608,302</u>

Capital Project Summary

Schedule of Funding Sources by Source by Year

Source Name	Total	Thru FY16	FY17	FY18	FY19	FY20	Past FY20
City Funding:							
Unrestricted C.I.P. Reserve	11,904,648	7,727,287	2,485,440	422,980	422,980	422,980	422,981
Restricted C.I.P. Reserve	137,324	137,324	0	0	0	0	0
Facilities Capital Reserve	52,128	52,128					
Lease Escrow-Friends Community School	118,800	118,800					
<i>Subtotal</i>	<u>12,212,900</u>	<u>8,035,539</u>	<u>2,485,440</u>	<u>422,980</u>	<u>422,980</u>	<u>422,980</u>	<u>422,981</u>
Debt Financing:							
Proceeds-Master Lease #3	2,000,000	2,000,000					
<i>Subtotal</i>	<u>2,000,000</u>	<u>2,000,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
State Funding:							
State Bond	725,000	575,000	150,000				
<i>Subtotal</i>	<u>725,000</u>	<u>575,000</u>	<u>150,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Grant Funding:							
Comcast-Capital Equipt. grant	2,380,517	1,912,517	117,000	117,000	117,000	117,000	0
Verizon-Capital Equipt. grant	724,955	424,955	75,000	75,000	75,000	75,000	0
Program Open Space (POS)	1,570,091	1,570,091					
Community Development Block Grant (CDBG)	127,000	127,000					
Maryland Heritage Area Authority (MHAA) grant	0						
Anacostia Trails mini-grant	3,369	3,369					
Community Legacy grant	125,000	125,000					
Chesapeake Bay Trust grant	291,846	291,846					
Federal grants	811,366	781,366	30,000				
State Highway Administration (SHA)	3,325,000					3,325,000	
Maryland Dept. of Transportation	259,013	590	258,423				
Maryland Energy Admin. grant	152,051	52,451	99,600				
Prince George's Co. bikeshare grant	75,000	75,000					
Pr. Geo. Co. stormwater stewardship	66,180	66,180					
University of Maryland	70,000	70,000					
COG Transp. Land Use Conn. grant	90,000	60,000	30,000				
Pepco lighting upgrade rebate	130,948	130,948					
<i>Subtotal</i>	<u>10,202,336</u>	<u>5,691,313</u>	<u>610,023</u>	<u>192,000</u>	<u>192,000</u>	<u>3,517,000</u>	<u>0</u>

Capital Project Summary

Schedule of Funding Sources by Source by Year (continued)

Source Name	Total	Thru FY16	FY17	FY18	FY19	FY20	Past FY20
<u>Developer Contribution:</u>							
Varsity (Bikeshare)	10,000	10,000					
Domain (Bikeshare)	31,000	31,000					
M Square (Bikeshare)	45,000		45,000				
Keane Enterprises (Bikeshare)	45,000	45,000					
The Hotel (Bikeshare)	45,000		45,000				
Greenbelt Station (Duvall Field)	275,000	275,000					
Greenbelt Station (Hollywd Comm.)	200,000	200,000					
Greenbelt Station (Hollywd Gateway)	150,000	150,000					
Mazza (Hollywood Road Extended)	500,000	67,000		433,000			
Monument (Rt 1 Underground Utilities)	60,000	60,000					
TownePlace Suites (Rt 1 Undergr Util)	5,000	5,000					
Keane Ent. (Rt 1 Underground Utilities)	200,000					200,000	
Sigma Chi (OPH Renovations #2)	50,000	50,000					
Woodlawn Dev (Complete Streets)	21,000	21,000					
<i>Subtotal</i>	<u>1,637,000</u>	<u>914,000</u>	<u>90,000</u>	<u>433,000</u>	<u>0</u>	<u>200,000</u>	<u>0</u>
<u>Utility Reimbursement:</u>							
Prince George's County - stormwater improvements reimb.	0	0					
<i>Subtotal</i>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Funding Sources	26,777,236	17,215,852	3,335,463	1,047,980	614,980	4,139,980	422,981
Funding not yet determined	<u>22,507,718</u>	<u>0</u>	<u>280,000</u>	<u>5,221,718</u>	<u>1,986,500</u>	<u>12,341,000</u>	<u>2,678,500</u>
Total Funding	<u>49,284,954</u>	<u>17,215,852</u>	<u>3,615,463</u>	<u>6,269,698</u>	<u>2,601,480</u>	<u>16,480,980</u>	<u>3,101,481</u>

16-G-59

Minutes

March 8, 2016

March 22, 2016

MINUTES
Regular Meeting of the College Park City Council
Tuesday, March 8, 2016
Council Chambers
7:30 p.m. – 9:40 p.m.

PRESENT: Mayor Wojahn; Councilmembers Kabir, Nagle, Brennan, Stullich (arrived at 7:35 p.m.), Day, Cook and Kujawa.

ABSENT: Councilmember Dennis

ALSO PRESENT: Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Terry Schum, Director of Planning; Randall Toussaint, Economic Development Coordinator; Bob Ryan, Director of Public Services; Jim Miller, Parking Enforcement Manager; Cole Holocker, Student Liaison; Adler Pruitt, Deputy Student Liaison.

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

Minutes: A motion was made by Councilmember Brennan and seconded by Councilmember Day to approve the minutes of the February 23, 2016 Regular Meeting. The motion passed 6 – 0 – 0.

Announcements:

Councilmember Brennan has organized a community clean up in Berwyn and Lakeland on Saturday. Meet at Jack Perry Plaza at 8:30 a.m.

Councilmember Kabir said the North College Park Civic Association would hold their monthly meeting on Thursday at Davis Hall.

Amendments To And Approval Of The Agenda: (Kabir) Add 16-G-33 – Request for letter of support from College Park Aviation Museum for grant application for new wayfinding signs (to consent). Approval of agenda as amended: Motion by Brennan, seconded by Day, approved 6 – 0 – 0.

City Manager’s Report: Mr. Somers announced the Spring Egg Hunt and Brunch with the Bunny events. Good Neighbor Day is Saturday April 2 from 9 a.m. – 1 p.m.

Student Liaison’s Report: Mr. Holocker updated Council on the University of Maryland Strategic Partnership Act of 2016. He discussed the public safety incident that occurred in Old Town over the weekend and reminded the community of the importance of “see something, say something.” The recruitment process for the next Student Liaison has begun.

Comments From The Audience on Non-Agenda Items:

David Dorsch, 4607 Calvert Road: 1) He remarked on the yellow caution tape on US 1 in front of Bentley's and the Cornerstone which he believes the police department puts up to keep pedestrians from falling into traffic. He has long advocated for a pipe rail to be installed.
2) Recycling: The City should provide stickers on top of the City-supplied recycling containers to show exactly what is allowed in the recycling bins.

Meaghan Mahoney, Executive Director, University of Maryland Relay for Life: Announced the University of Maryland Relay for Life to be held on Saturday, April 16, 3 p.m. – 3 a.m. (12 hour event), part of the Collegiate Sector of the American Cancer Society.

PRESENTATIONS:

Economic Development Coordinator Randall Toussaint presented the annual economic development report.

CONSENT AGENDA:

Ms. Cook disclosed that the applicants for item 16-R-02 are her neighbors and she is not profiting in any way from this item.

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

- 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**

- 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.**

16-G-33 Approval of a Letter of support for the College Park Aviation Museum's grant application

The motion passed 7 – 0 – 0.

ACTION ITEMS:

16-G-30 Amendments to the residential permit parking parameters in the 5100 and 5200 blocks of Mineola Road

A motion was made by Councilmember Kabir and seconded by Councilmember Nagle 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.

Councilmember Kabir stated that 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 public comment expressing concerns that the number of parking permits allowed was not sufficient for the residents and then discussion of the issue at a public meeting on March 1, 2016, the Council now believes 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.

Comments from the audience:

Anne Stebbing, 5202 Mineola Road: Can the restriction that visitor passes must be used within 200 feet of your house be waived? (No). What about motorcycles – where is the sticker put? (Registered by license). Can a visitor pass be used by her husband? (No, they are for visitors). What happens when you sell the house (The new owners do not get the special exception of 4 permits).

Arelis A. Perez, 5101 Mineola Road: Is opposed to anything more than three permits per house without a driveway because it is going to over-burden Mineola.

Councilmember Kabir recommended that neighbors park in their driveways when possible and not waste space on the street. He believes this is the best solution.

Councilmember Nagle reminded residents that staff will begin to enforce the visitors' passes now, and is hopeful that this solution will work.

Councilmember Cook asked what residents can do if the situation does not improve. Councilmember Kabir said we can always change it.

The motion passed 6 – 0 – 1 (Councilmember Day abstained).

16-R-04 Adoption Of A Resolution Of The Mayor And Council Of The City Of College Park Maryland Welcoming Refugees

A motion was made by Councilmember Nagle and seconded by Councilmember Brennan to adopt 16-R-04, A Resolution Of The Mayor And Council Of The City Of College Park, Maryland Welcoming Refugees

Councilmember Nagle said College Park is a diverse community; many of our neighbors are immigrants. By adopting this resolution we send the message that our current and future neighbors that we support and welcome them to College Park.

Comments from the audience:

Rev. Carol Jablonski, 10203 Baltimore Avenue, Apt. 6202, Rector, St. Andrews Church: Spoke in support of the Resolution. Her church has long been involved in the resettlement of refugees fleeing for their lives.

Jeanne Jennings, 4617 Clemson Road: Spoke in support of the Resolution. It breaks her heart to see the plight of Syrian refugees.

Don Jennings, 4617 Clemson Road: Spoke in support of the Resolution, not only for Syrian refugees, but also more generally.

Hena Zuberi, 9701 51st Place: Spoke in support of the Resolution. She has been actively involved with the Syrian refugees that have come to Maryland through the International Rescue Commission.

Boushra Al-Farouth, 5116 Kenesaw Street: She told the story of how she and her family left their home in Syria in 2013 and came to College Park.

Jackie Pearce-Garrett, 9746 Wichita Avenue: Spoke in support of the Resolution. She began an on-line petition in opposition to statements made by Gov. Hogan to suspend or halt resettlement of refugees.

Mark Garrett, 10113 51st Avenue, Pastor, College Park Church of the Nazarene: Spoke in support of the Resolution. His church sponsors refugees. The congregation disagrees with Gov. Hogan's statements; he submitted a copy of their letter to Gov. Hogan.

Sr. Janet Stolba, Religious Order of Jesus and Mary, 4602 Clemson: Spoke in support of the Resolution. Her community works in Syria and she can't imagine not welcoming refugees to the City.

Kate Kennedy, 9730 51st Avenue: Spoke in support of the Resolution.

Adil Faisal, 6100 Westchester Park: Spoke in support of the Resolution. This country is made of refugees; they will strengthen the community.

Nick Brennan, 8321 Potomac Avenue: Spoke in support of the Resolution. It does not direct the City to expend funds or take specific actions; it positions the City as a welcoming, inclusive City for all.

Todd Larsen, 8711 Rhode Island Avenue: Spoke in support of the Resolution and discussed the rigorous screening process for refugees.

Elaine Grant, 8711 Rhode Island Avenue: Spoke in support of the Resolution and provided statistics regarding the impact refugees have on the economy of a community.

Eric Grims, 4804 Iroquois Street: Spoke in support of the Resolution. He thinks objections come from a place of fear.

Councilmember Brennan spoke in support of this Resolution. All residents should feel welcome here.

Councilmember Kabir spoke in support of this Resolution. He discussed his personal journey as an immigrant and said this country was a welcoming place.

Councilmember Stullich spoke in support of this Resolution and said we are rich with the opportunity to be in this country where we are safe from the kinds of conflicts that other countries experience.

Councilmember Cook welcomed the refugee family in Arabic.

Councilmember Day supports this Resolution and said it's sad that we have to do this because this is who we are.

Mayor Wojahn also spoke in support of this Resolution, saying it is unfortunate that making this statement should be controversial and he is heartened by the support he sees tonight.

The motion passed 7 – 0 – 0.

16-G-31 Letter in support of SB 1129 – Prince George's County – Alcoholic Beverages – Special Hotel and Special Hotel Concessionaire Licenses

A motion was made by Councilmember Stullich and seconded by Councilmember Day 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.

Councilmember Stullich said 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 changes that are appropriate and common in conference center hotel facilities. At this time, the only hotel in College Park that would qualify is The Hotel at the University of Maryland, which will be providing first-class amenities. The Hotel's success is very important to the City's goal of creating a vibrant downtown.

There were no comments from the audience or the Council.

The motion passed 7 – 0 – 0.

16-G-32 Appointments to Boards and Committees

A motion was made by Councilmember Kabir and seconded by Councilmember Stulich to appoint Councilmember Nagle as the City's representative to the Inter-Municipal Bikeways Working Group and to reappoint Frank Rose and Robert Thurston to the Ethics Commission. The motion carried 7 – 0 – 0.

COUNCIL COMMENTS:

Councilmember Kujawa discussed the Recreation Board's Rock & Roll Concert that was held on Saturday.

Councilmember Cook discussed the College Park Woods Neighborhood Watch meeting that was held last week.

COMMENTS FROM THE AUDIENCE: None.

ADJOURN: A motion was made by Councilmember Brennan and seconded by Councilmember Day to adjourn the meeting, and with a vote of 7 – 0 – 0, Mayor Wojahn adjourned the meeting at 9:40 p.m.

Janeen S. Miller, CMC
City Clerk

Date
Approved

Pursuant to §C6-3 of the College Park City Charter, at 9:32 p.m. on March 1, 2016, a motion was made by Councilmember Dennis and seconded by Councilmember Brennan to enter into a Closed Session to 1) consult with Counsel on a legal matter, 2) discuss a negotiating strategy before a contract is awarded, and 3) consider matters relating to the acquisition or sale of real property for a public purpose. The motion passed 8 – 0 – 0 and the Council entered into the closed session at 9:39 p.m.

Present: Mayor Wojahn; Councilmembers Kabir, Nagle, Brennan, Dennis, Stulich, Day, Cook and Kujawa.

Absent: None.

Also Present: Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Planning Director Terry Schum; and Student Liaison Cole Holocker.

Topics Discussed: 1) The City Attorney provided a legal opinion to the City Council about a possible change to the City Charter; 2) The City Attorney discussed an amendment to a development agreement that had been requested by a developer.

Actions Taken: None.

Adjourn: A motion was made by Councilmember Brennan and seconded by Councilmember Day to adjourn the closed session, and at 10:26 p.m. with a vote of 8 – 0 – 0, Mayor Wojahn adjourned the meeting.

MINUTES
Regular Meeting of the College Park City Council
Tuesday, March 22, 2016
Council Chambers
7:30 p.m. – 10:02 p.m.

PRESENT: Mayor Wojahn; Councilmembers Kabir, Nagle, Dennis (arrived at 7:35 p.m.), Stullich (arrived at 7:33 p.m.), Day, Cook and Kujawa.

ABSENT: Councilmember Brennan

ALSO PRESENT: Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Terry Schum, Director of Planning; Bob Ryan, Director of Public Services; Jill Clements, Director of Human Resources; Bob Stumpff, Director of Public Works; Peggy Higgins, Director of Youth, Family & Senior Services; Cole Holocker, Student Liaison; Adler Pruitt, Deputy Student Liaison.

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

Announcements:

Mayor Wojahn announced that the City received a Safety Award from Chesapeake Employers Insurance and gave special thanks and recognition to our Safety Officer, Carolanne Linder, for her efforts.

Amendments To And Approval Of The Agenda: 1) (Nagle) Remove 16-G-41 from the agenda; 2) (Nagle) Move 16-G-43 to be the first Action Item; 3) (Kujawa) Add 16-G-44, Council Support for the Litter Logo Competition; 4) Add a Closed Session to the end of the Agenda to discuss a personnel matter. The amended agenda was approved on a motion by Councilmember Stullich, seconded by Councilmember Day, passed 7 – 0 – 0.

City Manager's Report:

Mr. Somers announced Good Neighbor Day which will be Saturday April 2 at the College Park Community Center and the 4th Annual College Park Book Festival on Saturday, April 9 from 2 – 4 also at the College Park Community Center. He reviewed the items in the red folder.

Student Liaison's Report:

Mr. Holocker said the application for the next Student Liaison is now open; the deadline is April 15. He congratulated the women's and men's basketball teams.

Comments From The Audience on Consent and Non-Agenda Items:

Gloria Aparicio-Blackwell, UMD Office of Community Engagement: Discussed activities at the upcoming Good Neighbor Day.

James Mulholland, 7411 Columbia Avenue, Phi Kappa Psi: Updated the Council on the fraternity's community service projects.

PRESENTATIONS:

- 1. Eric Olson, Executive Director of the College Park City University Partnership, presented the Annual Report to Council (report attached).**
- 2. Dr. Andrew Baldwin, UMD Department of Environmental Science and Technology, introduced his Capstone students who gave a presentation on the Sentinel Swamp Sanctuary project (Old Town Frog Pond) (PowerPoint attached).**

CONSENT AGENDA:

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

- 16-G-34 Approval of a request for good cause for an exemption to the prohibited vehicle law for Mr. and Mrs. Joseph Pekny, 5120 Lackawanna Street, to allow them to park a trailer on the street in front of their house, to continue until otherwise directed by Council**
- 16-G-35 Authorization for the Mayor to sign a letter in support of the City's grant application to the Maryland Heritage Areas Authority (MHAA) requesting funding 1) to complete the paving of a section of the Trolley Trail and 2) to purchase 8 farmers market tents.**

The motion passed 7 – 0 – 0.

ACTION ITEMS:

- 16-G-43 Discussion of, and possible action on, a request by the Board of the College Park City University Partnership to apply for a TIGER grant for Baltimore Avenue reconstruction, and to authorize the expenditure of up to \$25,000 to Parsons Brinckerhoff to prepare the application.**

City Manager Scott Somers gave an overview: The Council is asked to discuss and consider submission of a TIGER grant application for the rebuild of US Route 1 and undergrounding utility lines and to authorize the expenditure of funds to prepare the application. At a recent City-University Partnership meeting, the Partnership expressed interest in moving forward with the TIGER application. If awarded, the grant could provide between \$11M - \$14M in funding. In order to ensure that the grant application is competitive and completed in time, the recommendation has been made to use a consultant to prepare the application. Mr. Somers said that in Fiscal Year 2015-2016 the City budgeted \$300,000 for design and engineering of undergrounding utilities and has spent \$217,464 to date; in Fiscal Year 2014 – 2015, the City budgeted \$140,000 for a feasibility study and spent \$94,407 of those funds. The Monument development agreed to fund \$60,000 toward undergrounding of utilities, and the University previously agreed to fund \$70,000 toward the feasibility study. At the CPCUP meeting, the Partnership agreed to fund up to \$25,000 for the purpose of hiring a consultant to prepare the TIGER application. The deadline is April 29. Two proposals have been submitted; the highest is \$31,000, so if the Partnership moves forward with funding up to \$25,000, the most the City

would have to pay is \$6,000. The Council is not being asked to select the consultant. He introduced Eric Olson and Terry Schum to answer additional questions.

Eric Olson, Executive Director, City-University Partnership: This has come up quickly; the applications were sent out by USDOT two – three weeks ago. We have received two consultant costs: \$14,000 and \$31,000. TIGER Grants are not a sure thing, but this is our last and best chance to apply and is a once-in-a-lifetime opportunity. Congressman Hoyer would like to see a TIGER grant in his district which could help us. The Partnership Board considered this and there was consensus that the Partnership could fund up to \$25,000, although there was no vote.

Councilmember Dennis said Council last discussed this last year, and at that time it was dropped, so he hasn't thought about it since. Would the cost from either of these proposed consultants be the whole application process, or is there more? Mr. Olson said these are not simple applications to put together; there are various pieces, including a cost-benefit analysis that we would have to work closely on. The City would have to be the lead on submitting the application because non-profits can't submit.

Mr. Somers added that the amount of staff time and support that would be required must also be considered.

Councilmember Stulich said she was disappointed last year when we were forced to accept SHA's acceleration of the timeline to make the decision on the undergrounding so is excited that this proposal has come back. To be able to do the undergrounding on Route 1 would be transformative, not just aesthetically but also as an economic revitalization tool.

Councilmember Nagle agrees it is an excellent opportunity but is concerned about the short time frame – just five weeks until the grant deadline. She asked why is this the “last opportunity”? Mr. Olson responded because the project would be too far along by next year's deadline. She asked if we can put together a viable application in just five weeks, and is concerned about staff being pulled off of other projects to work on this.

Councilmember Cook asked how much staff time this would take. Mr. Somers estimated 20-40 hours.

Mr. Hollocker said to spend \$6,000 to leverage \$14M in federal grant funding sounds like a good deal from an economic development point-of-view.

Councilmember Kabir was surprised to see this come up because he thought undergrounding was dead. He asked about the status of the project with SHA. Mr. Somers said negotiations for right-of-way acquisition have begun using the aerial design plans. Councilmember Kabir asked if SHA is on board with this. Ms. Schum said we don't know the answer to that yet, but that their support is crucial, because they hold information that is vital to the application. We also need to know if they are submitting a competing application.

Senator Rosapepe said he has had discussions about this with many entities; as long as the City is willing to put together the proposal, SHA would be fine with it. They just have not been willing to take the lead; they may have other TIGER grants in the state. There is a lot of warm feeling at the federal level for this project in College Park, but we do need a great proposal.

Ms. Schum said SHA would need to be at the table with us to prepare the application. Senator Rosapepe said SHA will cooperate with us and would be willing to redesign for undergrounding if the City gets the TIGER grant. It is understood this would delay the project.

Councilmember Stulich said we have already invested funds for the design of undergrounding, and if we get the grant we could move forward and not lose that money. We would be crazy not to try.

A motion was made by Councilmember Nagle and seconded by Councilmember Stulich to authorize expenditure of City funds not to exceed \$6,000 and allocation of staff time not to exceed 50 hours for the preparation and submission of a TIGER grant application.

Councilmember Nagle said this is a fantastic opportunity but she is disappointed that our “one time shot” was left to the last minute.

Councilmember Dennis is in favor of going forward even though there was no opportunity to vet this with his constituents.

Councilmember Kabir said not all of his questions have been answered yet but he will support.

The motion passed 7 – 0 – 0.

16-G-36 Approval of the Education Advisory Committee’s recommendations for the expenditure of the FY 2016 \$80,000 Education Improvement Fund

A motion was made by Councilmember Stulich to approve the Education Advisory Committee’s three recommendations regarding the use of the City’s \$80,000 Education Improvement Fund for local neighborhood schools and College Park Academy:

- 1) That each of the 10 neighborhood schools and College Park Academy be eligible for up to \$5,000 for implementation of each school’s student literacy improvement plan (total \$55,000).**
- 2) That each of the 10 neighborhood schools be eligible for up to \$1,000 based upon the submission of an identified staff person within the school to communicate the good news of the school on a regular basis (total \$10,000).**
- 3) That each of the four schools with the highest percentage of College Park students, Hollywood Elementary, Paint Branch Elementary, Greenbelt Middle and Parkdale High School, be eligible for up to \$3,750 each to address technology needs (total \$15,000).**

Further, if during the application process an eligible school does not receive the maximum funding for each category, the Education Advisory Committee has discretion during the application process to make changes in allocation among these recommendations consistent with Council priorities.

The motion failed for lack of a second.

16-G-40 Award of contracts to continue health, dental, workers' compensation and property and liability insurance for FY 2017

A motion was made by Councilmember Dennis and seconded by Councilmember Nagle to award the following contracts for health, dental, workers' compensation, and liability insurances for FY 2017 for a total budgeted cost of \$1,325,653.

- 1) Contract with Benecon, benefits administrator for Maryland Local Government Healthcare Cooperative, for employees' health insurance at a budgeted cost of \$930,194.**
- 2) Contracts with MetLife and DentaQuest for dental insurance at a budgeted cost of \$51,618.**
- 3) Contract with Chesapeake Employers Insurance Company for workers' compensation insurance at a budgeted cost of \$197,455.**
- 4) Contract with Local Government Insurance Trust (LGIT) and affiliates for general liability, public officials' liability, auto, property, boiler and machinery, personal injury protection, and uninsured motorists protection insurances at a budgeted cost not to exceed \$146,386.**

The contracts submitted for approval and award were negotiated using authorized informal purchasing procedures including brokers, agents, and staff research and therefore require an extra-majority vote of the Mayor and Council.

Councilmember Dennis said the City renews our insured health, dental, workers' compensation, and general property and liability insurances on an annual basis. When necessary, our broker will negotiate with the insurers and obtain quotes from new vendors. This year there are no changes recommended to our insurance carriers. Our health insurance has been self-insured through the Maryland Local Government Health Cooperative (MLGHC) sponsored by the Local Government Insurance Trust (LGIT) since April, 2012. Effective July 1, 2016, health insurance premiums will increase by 11.8%. The budgeted amount will be \$930,194. Staff recommends keeping MetLife and DentaQuest dental plans for FY 2017. The premiums for DentaQuest will remain the same while the premiums for MetLife will increase by 6%. The total FY2017 budgeted amount for dental insurance will be \$51,618 for the current number of subscribers. Chesapeake Employers Insurance Company (formerly known as Injured Workers Insurance Fund) provides the City's workers' compensation insurance. Premiums will be approximately \$197,455 next fiscal year at our current level of payroll. This is an increase of approximately \$41,000 from last year. Our experience modification factor increased again this year from 0.64 to 0.76. The City's liability insurance is carried by the Local Government Insurance Trust, of which the City is a charter member. This insurance covers the city-wide general liability, public officials' liability, auto, property, parking garage, boiler and machinery, personal injury protection, flood and earth movement and uninsured motorists' protection. In addition, the City purchases coverage from other insurance companies affiliated with LGIT for pollution legal liability, crime bond, Metro underpass, and fuel storage tanks. LGIT has advised us to budget approximately \$146,386 for FY17, which is nearly \$6,000 less than last year.

The motion passed 7 – 0 – 0.

16-G-42 Appointments to Boards and Committees

A motion was made by Councilmember Stulich and seconded by Councilmember Nagle to reappoint Anna Sandberg to the Airport Authority, appoint Christiane Williams to the Animal Welfare Committee and appoint Todd Larsen to the Committee for a Better Environment. The motion passed 7 – 0 – 0.

16-G-44 Support for Litter Logo Competition

A motion was made by Councilmember Kujawa and seconded by Councilmember Dennis to support the College Park Litter Logo Competition to raise awareness of the pervasive issue of litter throughout our City, to engage diverse communities to understanding the impact of litter on our environment and on our beauty as a City with the desire to attract new business and residents.

There were no comments.

The motion passed 7 – 0 – 0.

FUTURE AGENDA ITEMS:

Councilmember Cook asked about the Aging-In-Place Task Force Report. Mayor Wojahn said they are working on it.

COUNCIL COMMENTS:

Councilmember Cook said Europe suffered a blow today with the bombings in Belgium.

Councilmember Nagle announced County Council Member Mary Lehman's Mini-Town Hall tomorrow night.

Mayor Wojahn asked for direction from the Council about the \$80,000 set aside in the budget for the Education Improvement Fund: we had asked our Education Advisory Committee for their recommendations and they came before us twice, and tonight, without discussion, we did not approve the motion. Do we want to go back and ask them again?

Councilmember Cook said she was not on the Council when these funds were set aside in the budget and does not know if she would have approved. She does not think this is the solution to the problems in the County schools. We have some thinking to do about how we want to proceed.

Councilmember Day said the \$80,000 came from the unfilled College Park Academy Executive Director position. This is the first time this has come through at this amount.

Councilmember Nagle said the Education Advisory Committee did just what Council asked them to do and they worked hard to do so. She prefers to leave that money in the general fund. She would like to see the EAC get more involved in review of the school board budget and letting Council know about changes they might not have heard about, such as school boundaries.

Councilmember Stulich said the plan that the EAC proposed was educational – literacy, technology – and communicating the good news from our schools, which we have talked about. We don't have control over the schools and can't change the system in major ways. She is disappointed that we have money set aside for the purpose of supporting our local schools and then not spending it.

Councilmember Kabir wants to have a discussion with surrounding municipalities to see how we can collaborate on supporting our schools. We want to support our schools and can come up with a better plan.

A motion was made by Councilmember Nagle and seconded by Councilmember Kabir to go into a closed session.

Mayor Wojahn said he would like a sense of what the majority of the Council wants.

A motion was made by Councilmember Nagle and seconded by Councilmember Cook to return the money to the General Fund.

Ms. Ferguson said the money is in the General Fund. If at the end of the fiscal year is not spent, it rolls over into unspent funds. Council would have to take action to use the funds, but needs no action to leave the funds where they are.

Mayor Wojahn said he was seeking direction from the Council about how to proceed, and asked for a straw poll in order to get sense of the Council.

Councilmember Kabir noted there was a motion on the table to go into a closed session.

ADJOURN: A motion was made by Councilmember Nagle and seconded by Councilmember Cook to enter into a closed session. The motion passed 7 – 0 – 0 and the regular meeting was adjourned at 10:02 p.m.

Janeen S. Miller, CMC City Clerk	Date Approved
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Pursuant to §C6-3 of the College Park City Charter, at 10:02 p.m. on March 22, 2016, a motion was made by Councilmember Nagle and seconded by Councilmember Cook to enter into a Closed Session to discuss a personnel matter that affects one or more specific individuals. The motion passed 7 – 0 – 0 and the Council entered into the closed session at 10:05 p.m.

Present: Mayor Wojahn; Councilmembers Kabir, Nagle, Dennis, Stulich, Day, Cook and Kujawa.

Absent: Councilmember Brennan

Also Present: Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Bob Ryan, Director of Public Services; Sgt. Selway and Lt. Keleti, Prince George's County Police Department.

Topics Discussed: Council was briefed on a personnel matter by the Prince George's County Police Internal Affairs Division.

Actions Taken: None.

Adjourn: A motion was made by Councilmember Stulich and seconded by Councilmember Day to adjourn the closed session, and at 10:19 p.m. with a vote of 7 – 0 – 0, Mayor Wojahn adjourned the meeting.

16-G-60

Free Parking
Downtown Parking
Garage
Saturdays
May 28 To
August 13, 2016



**CITY OF COLLEGE PARK, MARYLAND
REGULAR COUNCIL MEETING AGENDA ITEM**

AGENDA ITEM NUMBER 16-G-60

Prepared By: R.W. Ryan, Public Services Director

Meeting Date: May 10, 2016

Presented By: R.W. Ryan, Public Services Director

Consent Agenda: Yes

Originating Department: Public Services

Action Requested: Approve free parking in the Downtown Parking Garage on summer Saturdays from May 28, 2016 through August 13, 2016

Strategic Plan Goal: Goal #3 High Quality Development and Reinvestment

Background/Justification:

Since 2011 the City Council has approved free summer Saturday parking in the downtown parking garage. Since Sunday parking is always free, this allows free weekend parking throughout the summer. The intent of this program is to attract weekend business Downtown in the summer. The program has had the support of DCPMA. The weekends recommended are those after UMD graduation and before UMD fall move in weekend. Free parking beyond the recommended period could result in reduced turnover of parking spaces and have a negative result on surrounding businesses. City staff are ready to implement this program if approved by Council.

Fiscal Impact:

Estimated revenue loss (pay stations and parking tickets) from free summer Saturday parking in the garage is \$7,000

Council Options:

- #1: Approve free summer Saturday parking in the City garage
- #2: Deny free summer Saturday parking in the garage

Staff Recommendation:

#1

Recommended Motion:

I move to approve free parking in the Downtown Parking Garage on summer Saturdays from May 28, 2016 through August 13, 2016.

Attachments:

None

16-G-61

Fishnet:
Amended
PUA for Growler
Permit



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

Meeting Date: May 3, 2016

Prepared By: R.W. Ryan, Public Services Director

Presented By: R.W. Ryan, Public Services Director

Originating Department: Public Services

Issue Before Council: Approval of an Amendment to the Property Use Agreement with Fishnet Restaurant, LLC, t/a Fishnet and Kahve (Class B, Beer and Wine License), 5010 Berwyn Road, College Park, Maryland 20740, for a Refillable Container (Growler) Permit

Strategic Plan Goal: Goal #3 High Quality Development and Reinvestment

Background/Justification:

Ferhat Yalcin, Managing Member of Fishnet Restaurant, LLC, has applied to the Board of License Commissioners (BOLC) for a Refillable Container Permit. BOLC Rule # 80 allows for a permit for Refillable Containers (Growlers). The BOLC Rule is attached. A public hearing for licensed premises without a current off sale license privilege must be held before this permit can be issued. A BOLC hearing has been scheduled for 7:00 p.m., May 11, 2016 in the BOLC hearing room, Room 410, 9200 Basil Court, Largo, MD.

An amendment to the existing Property Use Agreement (PUA) between the City and Fishnet would be required for the City to support the refillable container permit. The City Attorney and Public Services Director met with Mr. Yalcin to discuss this amendment. A draft Amended PUA is attached for Council consideration. Mr. Yalcin will attend the Council worksession to discuss his application and changes to his business plan to sell refillable containers.

Fiscal Impact:

There is no anticipated fiscal impact to the City.

Council Options:

- #1: Approve the draft Amended PUA as proposed and support the refillable container permit.
- #2: Approve the draft Amended PUA with changes and support the refillable container permit.
- #3: Oppose the refillable container permit.
- #4: Take no action.

Staff Recommendation:

#1

Recommended Motion:

I move that the City Council support the issue of a refillable container permit to t/a Fishnet Restaurant, LLC, subject to the applicant entering into an Amended Property Use Agreement between the City and Mr. Ferhat Yalcin, Managing Member, in substantially the form as attached; authorize the City manager to sign the Amended PUA; and, authorize staff to testify to the Council's position at the BOLC hearing.

Attachments:

- 1. BOLC Notice of Public Hearing
- 2. BOLC Rule R.R.No.80
- 3. Fishnet Refillable Container Application
- 4. Draft Amended PUA

AMENDED PROPERTY USE AGREEMENT

THIS AMENDED PROPERTY USE AGREEMENT (the "Amended Agreement") is made as of the _____ day of _____, 2016, by and between Fishnet Restaurant, LLC, t/a Fishnet and Kahve, and Ferhat Yalcin and Keyia Yalcin, Managing Members, (collectively "Licensee"); and the CITY OF COLLEGE PARK, a Maryland municipal corporation (the "City").

WITNESSETH

WHEREAS, Alvin F. Jenkins is the owner and Fishnet Restaurant, LLC is a tenant at the property located at 5008-10 Berwyn Road, College Park, 20740 (the "Property"); and

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

WHEREAS, Licensee applied to the Board of Liquor License Commissioners of Prince George's County ("BOLC"), for a Class B, Beer and Wine License ("License") for the Property, which will be operated as Fishnet; and

WHEREAS, the Licensee requested the support of the City for the issuance of the License for the Property; and

WHEREAS, in consideration of the covenants contained in a Property Use Agreement dated November 12, 2013, the City voiced no objection to the Licensee's application and hearing for issuance of the License to the Property, subject to the terms, conditions and restrictions contained herein; and

WHEREAS, Licensee has now applied for a Refillable Container (Growler) Permit ("Permit") from the BOLC; and

WHEREAS, the Licensee has requested the support of the City for the issuance of this Permit for the Property; and

WHEREAS, in consideration of the covenants contained in this Amended Agreement, the City will support the Licensee's application for issuance of the Permit to the Property, subject to the terms, conditions and restrictions contained herein

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to this Amended Agreement, which replaces in its entirety the Property Use Agreement dated November 13, 2013, 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 License, the use of the Property shall be restricted to the operation of Fishnet and Kahve ("Restaurant"), or another substantially similar casual dining restaurant and cafe, which receives not more than thirty percent (30%) 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 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 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 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 the 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 11:30 a.m., or after 9:30 p.m. or until closing, whichever is earlier. Happy hour and like events shall be limited to 2:00 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 Fishnet 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. Background music is allowed on the patio 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 on the patio 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.

Cover and door charges will not be charged by Licensee and Licensee does not intend to provide entertainment. No live music is allowed in the Restaurant. In the event that Licensee seeks to charge a cover or door charge or to provide entertainment, Licensee will obtain all required licenses and request a modification of this Agreement with the City. Alcoholic beverages shall be served only to diners sitting at tables or counters inside the restaurant facility, on the rear patio and outside the front entrance and 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 alcoholic beverages, including 16 oz. beers, shall be \$2.00. Licensee may not sell beer in pitchers. Licensee will maintain all dining areas, including tables and chairs, inside the facility. 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. All off-premises advertising of specials, happy hours or reduced prices for beer or wine shall be limited to promotions coupling the sale or service of food with the sale of alcoholic beverages. 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. 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. 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.

Licensee is seeking a Refillable Container Permit from the BOLC. This will allow Licensee to sell draft beer in approved refillable containers, also known as growlers, to be consumed off premises. Once the Permit is granted, Licensee will only sell draft beer in refillable containers between 11:30 a.m. and 9:30 p.m. or closing, whichever is earlier. Refillable containers will be sold only for off premises use.

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 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.

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 License at the Restaurant, 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 or to obtain an exemption. 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 operate and maintain no less than six (6) security/surveillance cameras installed and in operation inside and outside the Property. In addition, all security cameras shall record the events at the Property 24 hours per day, 7 days per week.

b. 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.

c. All serving, bar, and management employees will be TIPS trained before serving alcohol.

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

- a. If to Licensee:
Ferhat Yalcin
5008-10 Berwyn Road
College Park, 20740.
- b. If to the City:
Scott Somers,
City Manager
City of College Park
4500 Knox Road
College Park, Maryland 20740

Deleted: Joseph L. Nagro

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

13. 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.

14. 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.

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

16. 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.

17. 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

FISHNET RESTAURANT, LLC, T/A
FISHNET

Ferhat Yalcin, Managing Member

Keyia Yalcin, Managing Member

WITNESS/ATTEST

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Suellen M. Ferguson, City Attorney

Deleted: ¶

Deleted: Joseph L. Nagro

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16-G-62

Award of contract
Management Advisory
Group International,
Inc.



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

Prepared By: Jill Clements
Director, Human Resources

Meeting Date: May 3, 2016

Presented By: Jill Clements

Proposed Consent Agenda: May 10, 2016

Originating Department: Human Resources

Issue Before Council: Award of contract not to exceed \$35,000 for consulting services from Management Advisory Group International, Inc. (MAG) to help the City design and execute a comprehensive classification and compensation study. The study is to ensure the City is providing equal pay for equal work; has wage and salary ranges that are appropriate for the market; provides job descriptions that are accurate and meet legal standards; and has a pay plan that enables the City to recruit and retain well-qualified employees.

Strategic Plan Goal: Goal 5: Effective Leadership
Goal 6: Excellent Services

Background/Justification:

The City has not done a complete compensation and classification study since 1996. During the ensuing years, the City has given merit raises, cost-of-living raises, and changed job processes and duties. Jobs have been reclassified on an ad hoc basis without a thorough review of the market. City administration needs to know where each position stands relative to our peers, so that we can continue to recruit qualified employees and respond to current employees who feel their jobs are undervalued.

The project will include:

1. a market study of comparative wages and benefits, job analyses of each position;
2. creation of a new pay plan or revisions to the current plan (based on the wage surveys and the job analyses);
3. a complete review of job descriptions and rewriting any that are out of date;
4. training on maintaining the system;
5. written policies that enable the City to implement the structure and deal with future issues, such as transfers, promotions, new positions, etc.; and
6. orientation meetings and communication updates to all participants.

The Human Resources department (HR) has received nine bids ranging between \$13,795 and \$85,500. HR has evaluated each of the bids and is recommending MAG based on the strength of their proposal, their prior work experience, their references, and their licensed software (which will enable much of the survey and classification work to be done electronically).

Once an overall study has been completed and a new classification system put into place, City staff should be able to maintain the system without external resources for several years.

Fiscal Impact:

The City has \$50,000 budgeted in FY16 to conduct the study. Implementation of a new pay plan or market-based corrections to the current pay plan will likely incur a fiscal impact in FY 18 and FY19, but the amount will not be known until the study is concluded. Mayor and Council will approve any recommendations before they are implemented.

Council Options:

1. Award the contract to the vendor specified at the Council Worksession on May 3, 2016
2. Award the contract to a different vendor (may have fiscal impact).
3. Table the project and not move forward.
4. Move forward in a different direction.

Staff Recommendation:

#1

Recommended Motion:

I move that the City Council approve a contract in the amount of \$33,800 with Management Advisory Group International, Inc. for a Job Classification and Compensation Study, and authorize the City Manager to sign the contract. An additional \$1200 is approved for any unforeseen items not included in the contract. The combined expense for the project is not to exceed \$35,000.

Attachments:

1. Management Advisory Group

**CITY OF COLLEGE PARK
CONSULTANT AGREEMENT
CLASSIFICATION AND COMPENSATION PLANNING SERVICES,
RFP CP-16-03**

THIS CONSULTANT AGREEMENT (the “Agreement”) is made this 11th day of May, 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 Management Advisory Group International, Inc., hereinafter referred to as “Consultant,” whose address is 13580 Groupe Drive, Suite 200, Woodbridge, VA 22192.

WHEREAS, Consultant desires to act as a consultant to assist the City in developing and maintaining a fair and equitable classification and compensation plan that enables the City to recruit and retain well-qualified staff.

WHEREAS, the City desires that Consultant 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 Consultant, as an independent professional consultant and not as an agent or employee of the City, to provide classification and compensation consulting services and Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

2. **Scope of Services.** Pursuant to the Agreement, the Consultant agrees to furnish all the material and perform all of the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the standards in the industry. The following Consultant services are included

as part of this Agreement:

A. Consultants to present kickoff meeting and wrap up meeting to all staff and provide information to the Project Manager and staff as necessary during the entire project

B. Meet with Mayor and City Council on two occasions at beginning and end of project to present outline of work to be done and review outcomes and proposed implementation plan.

C. Present a comprehensive job evaluation and classification system that can be continued in the future with trained in-house staff. Evaluate components of each position in order to classify them in relation to internal and external markets. Train specified staff in the utilization and maintenance of the system independent of the contractor. Provide all necessary materials for this purpose.

D. Review existing job descriptions and conduct comprehensive interviews where necessary to update and/or create new job descriptions, and ensure that they accurately reflect duties performed by position incumbents and comply with relevant federal, state, and county regulations. Job descriptions shall reflect essential responsibilities and duties, minimum and preferred qualifications, and working conditions and physical requirements. Provide electronic, editable copies to City. Confirm the exempt or non-exempt status of each position, per Fair Labor Standards Act requirements.

E. Conduct market-based wage, salary, and benefits survey for all positions, to include without limitation the identified peer group, to determine the competitiveness of the City's total compensation package.

F. Revise or develop wage and salary grades and ranges. Place each position into the appropriate wage range or grade according to the market, the compensation philosophy, and internal equity.

G. Write a policy and process that enables the City to maintain the wage and salary structure that is developed (or revised); including issues such as transfer, promotion, demotion, red-circling, reclassification, new hire salaries, etc.

H. Recommend an implementation plan for the new system. Include calculations for the approximate cost of implementing the recommendations and a workable timetable for implementation.

3. **Dates of Work.** The Consultant agrees to commence work on or

before June 1, 2016 and shall complete all contract work on or before November 1, 2016.

All work shall be performed pursuant to a work schedule submitted by the Consultant. It is

understood by the parties hereto that time is of the essence in the completion of the services under this Agreement.

4. **Contract Price.** The City agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of all obligations under this Agreement, a sum not to exceed \$33,800, which shall include all incidental costs including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams and photographs.

Additional services related to this project shall be provided by the Consultant on an as-needed basis as directed by the City in writing. Such services shall be billed to the City at the hourly rates established by the bid form. Invoices for payment of services may be submitted on a monthly basis and must be accompanied by daily time sheets detailing the work done, and any other documentation required by the City. Invoices will be paid after approval. In no event shall the amount billed by the Consultant exceed that amount attributed to the work completed as of the date of the bill.

5. **Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the Agreement and are termed the Contract Documents:

Proposal forms submitted by Consultant and attachments thereto;
Required affidavits and certifications;
Schedule of Work

6. **Other Payments; Expenses; Taxes.** The City will not be responsible for any cost or expenses of operation of any kind associated with Consultant's provision of services pursuant to this Agreement, except as set out herein. Consultant 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 Consultant in connection with the performance of his obligations under this Agreement.

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 Consultant, as an independent Consultant of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Consultant is deemed not to be an independent Consultant by any local, state or federal governmental agency, Consultant 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.** Consultant will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, professional errors and omissions insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Consultant will name the City of College Park as an additional insured and provide an additional insured endorsement.

Comprehensive General Liability Insurance

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

All insurance shall include completed operations and contractual liability coverage.

Professional Errors and Omissions Insurance. The Consultant shall maintain a

policy with limits of not less than \$1,000,000.00 each occurrence/aggregate.

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

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

The City will deduct a predetermined percentage of each payment to any Consultant who has failed to provide a Certificate of Insurance for Workers' Compensation, in order to defray coverage costs of the City. This percentage is subject to change. The Consultant will be provided notification of any change. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

Copies of the certificates of insurance and additional insured endorsement for all required coverage shall be furnished to the City prior to beginning work.

Provision of any insurance required herein does not relieve consultant of any of the responsibilities or obligations assumed by the consultant in the contract awarded, or for which the consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

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

9. Licenses, Applicable Laws. Consultant will be responsible for obtaining any

and all licenses pertaining to performance of work under the Agreement. All services and materials provided by Consultant shall conform to all applicable laws and regulations.

10. Materials and Standard of Work. All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Consultant at Consultant's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Consultant.

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

12. Accurate Information. The Consultant certifies that all information provided in response to the invitation to bid or other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and terminate this Agreement.

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

14. Construction and Legal Effect. This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

15. No Assignment. This Agreement shall not be assigned or transferred by Consultant, 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.

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

17. Termination for Default. Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Agreement. In such event, the City may give notice to the Consultant

to cease work until the cause for such order has been eliminated. Should the Consultant 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.

18. 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. The City will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination.

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

FOR THE CITY:
Scott Somers, City Manager
City of College Park
4500 Knox Road
College Park, MD 20740

FOR THE CONSULTANT
Donald C. Long, PhD
President
Management Advisory Group International, Inc
13580 Groupe Dr, Suite 200
Woodbridge, VA 22192

20. Costs. In the event of any breach or failure by a party to fulfill 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.

21. Enforcement Provisions. The failure of the City or Consultant, 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 of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

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

23. 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.

24. Set-Off. In the event that Consultant 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 Consultant against any compensation due the Consultant from the City.

25. Materials.

A. Materials produced under this Contract shall be considered Official Products of Work, owned by the City of College Park. With permission from the City the Consultant may share/use these Products with other existing and future clients.

B. Materials independently developed and owned by the Consultant or by other authors and third parties, and which may be used in the fulfillment of this Contract, remain the property of their authors or owners. Subsequent use of such materials by the City shall require written

permission of the Consultant or other author(s) thereof.

C. Information contained in documents that may be given to the Consultant for review remain the property of the City and may not be duplicated or distributed or otherwise published without the express consent of the owner. Material provided to the Consultant for review shall be returned to the City upon completion of the task.

D. The Consultant understands that information and records provided to or made available about participants and clients or services during the performance of this Contract are considered confidential and shall not be used for any purpose other than to perform the required services. Regardless of the data format, the Consultant agrees that it, and any of its employees, shall not disclose or allow disclosure of any such data or derivatives of it to any third party without the written permission of the City. Any copies of such records made during performance of this Contract shall be returned to the City upon the expiration of the Contract.

26. Non Discrimination.

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

B. The Consultant 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 Consultant 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.

27. 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

Scott Somers, City Manager

WITNESS:

MANAGEMENT ADVISORY GROUP
INTERNATIONAL, INC.

By: _____
Donald C. Long, PhD, president

APPROVED AS TO LEGAL SUFFICIENCY:

Suellen M. Ferguson
City Attorney

16-G-64

Agreement with
AFSCME Local
1209-C



**CITY OF COLLEGE PARK, MARYLAND
REGULAR COUNCIL MEETING AGENDA ITEM**

AGENDA ITEM NUMBER 16-G-64

Prepared By: Jill Clements,
Director of Human Resources

Meeting Date: May 10, 2016

Presented By: Scott Somers, City Manager

Consent Agenda: Yes

Originating Department: Human Resources

Action Requested: Ratification of a new three-year Agreement between the City of College Park, Maryland and the American Federation of State, County and Municipal Employees (AFSCME) Local 1209-C, AFL-CIO and authorization for the City Manager to sign the new Agreement.

Strategic Plan Goal:

Background/Justification:

AFSCME Local 1209-C represents the non-administrative employees of the Department of Public Works. Their current three-year contract expires on June 30, 2016. The City Manager and staff have been in negotiations with the Union since late February, 2016. The City Manager has met twice in closed session with the Mayor and Council to discuss issues and progress and to obtain Council approval to offer a cost of living adjustment (COLA) each year for the next three years. The Union and the City have come to an agreement within the parameters set by the Mayor and Council and the proposed Agreement is attached. Members of the bargaining unit have already ratified the proposed Agreement.

Fiscal Impact:

The Agreement stipulates a 2.5% COLA on July 1, 2016; a 2% COLA on July 1, 2017, and a 2% COLA on July 1, 2018. It is the City's practice to extend the COLA to all employees. There were two other changes to the prior agreement that have a small fiscal impact:

1. The elimination of the Good Friday holiday and a sick leave incentive program in exchange for the addition of two floating holidays; and
2. An increase to the boot allowance from \$170 per year to \$180 per year. This only affects Public Works employees.

All other changes were to update and clarify ambiguous or outdated language and do not have a fiscal impact.

Council Options:

#1: Ratify the Bargaining Agreement effective July 1, 2016 through June 30, 2019 between the City of College Park, Maryland and AFSCME Local 1209-C and authorize the City Manager to sign it on behalf of the City.

#2: Suggest changes to the Agreement and send us back to the bargaining table.

Staff Recommendation:

#1

Recommended Motion:

I move to ratify the negotiated Agreement between the City and AFSCME Local 1209-C effective July 1, 2016 through June 30, 2019 and authorize the City Manager to sign the Agreement.

Attachments:

1. 2016-2019 Bargaining Agreement

COLLEGE PARK, MARYLAND LOCAL 1209
July 1, 2016 through June 30, 2019

ARTICLE I - UNION RECOGNITION

SECTION 1

The Employer, excluding probationary employees, recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement, which shall include employees in the following job classifications, e.g., laborer, laborer/driver, motor equipment operator, mechanic, mechanic helper, dispatcher, and supply clerk and groundskeeper, in the Public Works Department for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment. This Agreement shall not apply to probationary, temporary and seasonal employees.

SECTION 2

The Employer agrees to furnish the Union President with the classifications; rates of pay and job descriptions and changes to job descriptions of all employees covered by this Agreement.

ARTICLE II - CHECK-OFF DEDUCTION OF UNION DUES

For those employees who become members of the Union and who properly execute payroll deduction authorization cards, the Employer agrees to withhold each pay period the regular Union dues in the amount certified to the Employer by the Union. The Union agrees to furnish newly executed and signed cards authorizing the deduction of Union dues for each employee desiring such a deduction. The Employer shall be harmless from any liability by reason thereof for dues so deducted. Such withholdings for Union dues are to be transmitted to the American Federation of State, County and Municipal Employees, AFL-CIO, Council 67, no later than the 15th day of the succeeding month, The Union will notify the Employer at least 30 days prior to any change in such dues.

The City will provide payroll deduction for voluntary contributions to AFSCME P.E.O.P.L.E.

ARTICLE III - GENERAL PROVISIONS

SECTION 1 - PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital or veteran status, non-disqualifying physical or mental handicap, race, color, creed, national origin, political opinion, sexual orientation, gender identity, genetic information, labor organization affiliation, or any other legally protected status. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. All references to employees in this Agreement designate both sexes, and

wherever the male gender is used it shall be construed to include male and female employees. The Employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, retaliation, reprisal or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union. The Union agrees not to interfere with the rights of employees not to become members. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion. When an employee has filed an EEO complaint and is officially required to appear before a court, public body, public agency or commission on matters relating to this Article, said employee shall be granted administrative leave for the duration of his or her appearance before such body.

SECTION 2 - UNION BULLETIN BOARDS

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards for Union business only.

SECTION 3 - UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, designated steward(s), with supervisory knowledge, shall be allowed to: post Union notices; distribute Union literature; solicit Union membership during other employee's non-working time; attend negotiating meetings; transmit communication, authorized by the local Union or its officers, to the Employer or his representative; consult with the Employer, his representative, local Union officers, or the Union representatives concerning the enforcement of any provisions of the Agreement. Union Stewards and the Union President shall be granted reasonable time off during working hours to investigate and settle grievances, upon advance notice to their immediate supervisor, without loss of pay. Such time off shall be arranged in a manner, which causes the least disruption of, or interference with the operations of the City, its employees and supervisory personnel. Attendance at Union meetings during regular working hours shall be only by dues paying members in good standing. Meetings shall not exceed one hour in duration and shall require at least 24 hours notice to management and management approval.

SECTION 4 - VISITS BY UNION REPRESENTATIVES

Upon the Employer's approval and within designated time limits, accredited representatives of the American Federation of State, County and Municipal Employees, whether local Union representatives, District Council representatives, or international representatives, shall have access to the premises of the Employer during working hours to conduct Union business as long as such visits will not interfere with City operations.

SECTION 5 - WORK RULES

The Employer shall have the right to establish reasonable rules. Such rules shall be subject to the grievance procedure. The Employer agrees to furnish and post work rules ten (10) calendar days before becoming effective. The Employer agrees to notify the Union of changes to work rules and to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) calendar days after they become effective. New employees shall be provided with a copy of the rules at the time of hire. Employees will acknowledge receipt by signature. Employees shall

comply with all work rules. Work rules shall not be in conflict with the terms of this Agreement. Such rules shall be equitably applied and equitably enforced.

SECTION 6 - MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority. This Agreement shall be construed as requiring the Employer to follow its provisions in the exercise of the authority conferred upon the Employer by law. This Agreement shall not impair the right and responsibility of the Employer to:

1. Determine the overall budget and mission of the Employer;
2. Maintain and improve the efficiency and effectiveness of operations;
3. Determine the services to be rendered and operations to be performed;
4. Determine the overall organizational structure, methods, processes, means, job classifications or personnel by which operations are to be conducted and the location of facilities;
5. Direct or supervise employees;
6. Hire, select, promote and establish the standards governing promotion of employees and to classify positions;
7. Relieve employees from duties because of lack of work or funds or under conditions when the Employer determines continued work would be inefficient or non-productive;
8. Issue and enforce rules, policies, and procedures necessary to carry out these and all other managerial functions which are not inconsistent with Federal, State or local law or terms of this collective bargaining agreement;
9. Take actions to carry out the mission of government in situations of emergency;
10. Transfer, assign and schedule employees;
11. Set standards of productivity and technology.

SECTION 7 - ADMINISTRATIVE LEAVE/UNION ACTIVITIES

The local Union shall be granted three (3) days administrative leave each contract year for use to attend Union training, convention, conferences and other events. The Union may select the individuals who will use the three (3) days total for the unit. The Union shall request administrative leave for such events ten (10) working days in advance of each event.

In addition to the three (3) days, sufficient time off will be allowed by the City for training of Union stewards to achieve trained steward status. This additional time is for steward training only and is not transferable for other use.

ARTICLE IV- UNION STEWARDS AND UNION REPRESENTATION

SECTION 1

The Employer recognizes and shall deal with all of the accredited Union stewards and the Union President in all matters relating to grievances and interpretation of this Agreement.

SECTION 2

A written list of official union stewards and union officers, including their titles and responsibilities shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union Stewards and officers.

ARTICLE V -GRIEVANCES AND ARBITRATION

SECTION 1

A grievance shall be considered to exist only when there is a disagreement involving the interpretation or application of this Agreement, provided that no grievance or its settlement shall expand or modify this Agreement. Grievances must be presented within five (5) working days after the date of their occurrence or the date on which the condition causing the disagreement becomes known to the grievant(s) or they will not be considered. The purpose of this grievance procedure is a sincere desire by both parties to settle grievances in the shortest time possible and at the lowest level possible so as to foster efficiency and employee morale.

SECTION 2

Grievances, which may arise between the parties, shall be settled in the following manner:

STEP 1. A grievance shall include a statement of relief sought and refer to Article(s) and Section(s) of the contract allegedly violated. The Union Steward, with the complaining employee, shall discuss the grievance with the immediate supervisor within five (5) working days of the incident (or his/her knowledge) of its occurrence. The immediate supervisor shall attempt to adjust the matter and shall respond to the Union Steward in writing within five (5) working days of his/her knowledge of the grievance.

STEP 2. If the grievance has not been satisfactorily resolved, the grievance shall be appealed in writing to the appropriate Assistant Director DPW within five (5) working days after receiving a written decision from Step 1. The Assistant Director DPW shall set up a conference with the Union representative (president, Shop Steward and/or Council Representative) and the grieving employee within five (5) working days of receipt of the written appeal. At the conclusion of the conference, the Assistant Director DPW shall render a written decision within five (5) working days. Unless by mutual written agreement to waive the time limits, failure on the part of the Assistant Director DPW to answer the grievance or hold a conference shall cause the grievant to prevail.

STEP 3. If the grievance has not been satisfactorily resolved, the grievance shall be appealed in writing to the department head within five (5) workings days after receiving a written decision

from Step 2. The department head shall set up a conference with the Union representative, President, Shop Steward and/or Council Representative, and the grieving employee within five working (5) days of receipt of the written appeal. At the conclusion of the conference, the department head shall render a written decision within five (5) working days. Unless by mutual written Agreement to waive the time limits, failure on the part of the department head to answer the grievance or hold a conference shall cause the grievant to prevail.

STEP 4. If the grievance has not been satisfactorily resolved at Step 3, the Union representative (President, Shop Steward and/or Council Representative) shall, after receiving a written decision from Step 3, appeal to the City Manager in writing within five (5) working days. The City Manager or assigned representative shall hold a conference with the Union representative and the grievant within five working (5) days of receipt of the written appeal. At the conclusion of the conference, the City Manager or assigned representative shall render a written decision within five (5) working days. Unless by mutual written agreement to waive the time limits, failure on the part of the City Manager or assigned representative to answer and/or hold a conference shall cause the grievant to prevail.

STEP 5. If the grievance is still unresolved, the Union may, within fifteen (15) working days after the written reply of the City Manager or assigned representative by written notice to the City Manager, indicate their intent to request arbitration. The union grievant shall be responsible for initiating contact with an arbitration service or list of arbitrators previously approved by the Union and the City within ten (10) calendar days of notification to the City Manager. The arbitration service must provide a panel of arbitrators to choose from, with professional background information. The arbitrator ultimately selected to hear the grievance must be acceptable to the Union and the City. Fees for the service shall be shared equally by the Union and the City. The decision of the arbitrator shall be binding on all parties as to grievances pertaining to the Agreement, provided the arbitrator cannot consider or decide grievances that would alter or amend the present salary scale or fringe benefit program. The Employer shall require all persons pertinent to the grievance, and including those requested by the employee and pertinent to the grievance, to be given time off from duty, without loss of pay, to appear at the hearing.

SECTION 3

Any grievance, at any step of the grievance process, not appealed within the number of days specified shall be considered settled and not subject to further review, unless time limits herein specified are extended by written mutual consent.

SECTION 4

Nothing herein shall be construed to deny the right of individual employees to present matters to the Employer on their own behalf.

ARTICLE VI – DISCIPLINE

SECTION I -DISCIPLINE

Discipline of an employee by the Employer shall be for just cause and discipline shall be in accordance with written administrative policies and/or personnel regulations except that no prior discipline or warning need be imposed on any employee before such employee is disciplined if the misconduct is so aggravated, in the opinion of the Employer, as to require immediate discipline or the cause of discipline is dishonesty, drunkenness, recklessness, gross negligence, being under the influence of drugs or intoxicating beverages while on duty, or the violation of the Employer's posted rules.

SECTION 2 -PROCEDURE

The parties agree to follow a progressive disciplinary policy. Progressive discipline shall be defined as: written warning, written reprimand, suspension and discharge. The parties also recognize and agree that initial disciplinary action should be consistent with the severity of the offense.

(A) Written warning is notice that disciplinary action may follow if a problem is not corrected and shall be given in conjunction with discussion of the problem with the employee

(B) Written reprimand shall be given for appropriate cause, which is the least severe of the progressive disciplinary process. If there is reason to reprimand the employee, it should be done in private.

(C) All suspensions of employees must begin no later than five (5) working days after the event, or when management could reasonably be expected to be aware of an event or situation, or the conclusion of an investigation of an event or situation, or within five (5) working days after notification to the Public Works Director or designee of the decision of the Accident Review Board. All suspension days must be consecutive workdays.

Disciplinary suspensions shall be appealed to the City Manager within three (3) working days by the Union after the employee receives written notice, which shall be given within the five (5) working days of implementation. All other time limits are applicable as provided in Step four (4) of the Grievance Procedure as described in Article V, Section 2. The Employer shall promptly, upon the suspension of an employee, notify in writing the employee and his/her steward or representative of the suspension. The written notice shall contain the specific reasons for suspension. The suspended employee will be allowed to discuss the suspension with his/her steward or representative before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the suspension with the employee and the steward or representative.

(D) Suspension related to discharge. Discharge of an employee by the Employer shall be for just cause. The Employer may suspend the employee pending the outcome of the hearing with the City Manager or designee. If such infraction jeopardizes the safety of the operation, or poses a threat to the safety of employees, creates a potential disruption of the work force, or is a serious

breach of trust, the employee may be immediately suspended without pay pending the adjudication of the appeal.

(E) All discharge appeals shall be appealed to the fourth step as described in Article V, Section 2.

(F) The Employer shall promptly, upon the discharge of an employee notify in writing the employee and his/her steward or representative of the discharge. The written notice shall contain the specific reasons for discharge. The discharged employee will be allowed to discuss the discharge with his/her steward or representative before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the suspension with the employee and the steward or representative.

(G) Accident Review Board (ARB). Employees involved in accidents that result in property damage or personal injury shall have the accident investigated by the Safety Officer or designee who will convene the ARB for investigation of the incident if determined by the Safety Officer or designee to be warranted. The ARB will be convened to hear the case within five (5) working days of the incident. The employee who is involved in the accident shall be allowed union representation if requested. The ARB will render a decision at the conclusion of the fact-finding hearing. The ARB findings will be given to the Director of Public Works or designee on the same day the decision is made by ARB. If the Director or designee is to impose a corrective measure, warning or disciplinary sanction, it shall be done within the time limits set forth below:

1. Schedule remedial training and counseling within 5 working days of the Director or designee's receipt of ARB findings.
2. Written warning within five (5) working days of the Director or designee's receipt of ARB findings.
3. Written reprimand within five (5) working days of the Director or designee's receipt of ARB findings.
4. Disciplinary suspension shall be initiated within five (5) working days of the Director or designee's receipt of ARB findings.
5. Suspension with intent to discharge shall occur within five (5) working days of the Director or designee's receipt of ARB findings.
6. All disciplinary actions may be appealed in accordance with the contract grievance procedures described in Article V, Section 2, Step 3.

ARTICLE VII – SENIORITY

SECTION I -DEFINITION

Seniority means an employee's length of continuous service with the Employer since his/her last regular date of hire.

SECTION 2 -PROBATION PERIOD

New employees will serve a probationary period of a minimum of twenty-six (26) weeks and a maximum of fifty-two (52) weeks. Transferred and promoted employees shall serve a probationary period of thirteen (13) weeks. If the employee's performance is deemed satisfactory by the employer, and the probationary period is successfully completed, the employee shall be awarded the status of that position. At that time the employee who has completed their original probation shall be represented by the Union, if the employee so requests, in matters covered by the basic Agreement. An employee who is on probation due to transfer or promotion may be entitled to be represented by the Union, if the employee so requests.

SECTION 3 -SENIORITY LISTS

Every three months the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the local Union when it is posted.

SECTION 4 -BREAKS IN CONTINUOUS SERVICE

An employee's continuous service record shall be broken by voluntary resignation, dismissal or retirement. However, for seniority purposes only, if an employee returns to work in any capacity within six (6) months of the above occurrences, the break in continuous service shall be removed from his/her record. There shall be no deduction from continuous service for any time for the period during which the employee is covered by workers compensation, long term disability, family leave, authorized leaves of absence and military leave as provided in Article XI, Section 8.

SECTION 5 -WORK FORCE CHANGES

(A) Reassignment: Reassignment is the movement of an employee to another position without change in grade.

(B) Promotion: The condition when an employee is granted status in a position in higher classification.

(C) Vacancies: Whenever a job opening occurs, other than a temporary opening as defined below, in any existing job classification or as the result of the development or establishment of new job classifications, a notice of such opening shall be posted on all bulletin boards for a minimum of fourteen (14) calendar days. During this period, employees who wish to apply for the open position or job, including employees on layoff, may do so. The application shall be on a City employment application, and it shall be submitted to the Office of Human Resources. The Employer shall fill the opening with the applicant who is best qualified. If two or more of the employee applicants are the best qualified, and are equally qualified, the employee applicant with the most seniority will be awarded the position.

(D) Consolidation or Elimination of Jobs: Employees may be displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), outside contractors, the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any reason covered by this Agreement. If any employee is transferred as a result of this provision, he/she shall be given training, up to a maximum of three (3) months, in order to acquire any additional skills needed to satisfactorily perform the job to which he/she is transferred.

(E) Transfers: Employees desiring to transfer out of the department to other City jobs shall submit an application in writing to the Office of Human Resources. The application shall state the reason for the requested transfer.

(F) Bumping: In the event that a reduction of the work force is necessary, employees will be laid off in the inverse order of their seniority. (i.e., employee without seniority will be laid off first, then those with the least amount of seniority- and lastly those with the greatest amount of seniority), subject to the skills and abilities of the particular employees to perform the work.

(G) Disability: The Employer will make every reasonable effort to find a suitable job for an employee temporarily or permanently disabled.

(H) Temporary Job Openings: Temporary job openings other than a seasonal position are defined as job vacancies that may develop periodically that do not exceed 30 days. Job openings, other than seasonal, that recur on a regular basis and that remain open more than 30 days at a time shall not be considered temporary job openings.

(I) Temporary Assignments: Temporary assignments to a vacant position shall be considered as training by which an employee may obtain experience that will enhance the chances for future promotions. Temporary assignments shall not exceed ninety (90) days unless: (a) the position is being kept open for an employee on authorized leave, or (b) mutually agreed upon by the Employer and the Union; otherwise any position which is filled for more than ninety (90) workdays by a temporary transfer or by a temporary reassignment of that position's duties shall be considered open and shall be posted.

(J) Demotions: The term demotion, as used in this provision, means the reassignment not requested by the employee, of an employee from a position in one job classification to a lower paying position in the same job classification or in another job classification. Demotions shall be made only for inability to satisfactorily perform a job or to avoid laying off employees. In any case involving demotion, the employee involved shall have the right to elect which alternative he will take, the demotion or the layoff. No demotion shall be made for disciplinary reasons.

(K) Recall: Employees shall be recalled from layoff according to their seniority within classification. No new employees shall be hired until all employees on layoff status desiring to return to work, and who are capable of performing the work, have been recalled and report to work. Failure to report after recall within ten (10) working days will be considered abandonment of position.

(L) Operating Equipment Out of the Employee's Classification: Employees who operate equipment designated out of their position classification will be compensated for each hour spent operating this equipment at the rate of pay for the classification relative to such equipment operation. This additional payment will not be made for time spent learning to use the equipment.

ARTICLE VIII - HOLIDAYS

SECTION I - HOLIDAYS RECOGNIZED AND OBSERVED

The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	National Election Day
Presidents Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Presidential Inauguration Day	Christmas Day

SECTION 2- HOLIDAY PAY

Eligible full time employees shall receive eight (8) hours pay for each of the holidays listed above on which they perform no work. Whenever any of the above listed holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the above listed holidays shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Eligible part time employees shall receive a prorated benefit based on scheduled hours in a forty (40) hour workweek. Holiday leave will not be deducted from any other leave earned by an employee.

SECTION 3 - HOLIDAY WORK

If an employee works on any of the above listed holidays, he shall be paid one and one-half times his hourly rate, in addition to his holiday pay, for all hours worked in quarter hour increments.

SECTION 4 - HOLIDAY HOURS FOR OVERTIME PURPOSES

Holidays shall be counted as time worked for the computation of overtime.

SECTION 5 – PERSONAL DAYS OR FLOATING HOLIDAYS

Full-time employees shall be eligible for up to two 8-hour personal days per calendar year which will be added to each employee's accrued leave "bank" during the first pay period beginning in January or upon the successful completion of the probationary period, whichever comes last. Personal days may be taken at the employee's discretion with the advance approval of the supervisor whenever possible. Unused personal days will not be paid upon termination of employment and will not carry over from one calendar year to the next. Employees who are hired after June 1 of any calendar year will receive one personal day to use during that calendar year. During the first year of this contract, all eligible employees will be credited with one 8-

hour personal day to be used by December 31, 2016. Part-time employees are not eligible for this benefit.

ARTICLE IX - ANNUAL LEAVE

SECTION 1 - ELIGIBILITY AND ALLOWANCES

Every employee, excluding temporary employees and employees scheduled to work less than seventeen and one-half (17-½) hours per week, shall be eligible to request use of accrued annual leave time after the initial probation period is successfully completed. Employees shall start to earn annual leave on a pro rata basis as of their date of hire. Annual leave shall be earned each pay period, based on the following schedule: One (1) working day per month for employees having less than three (3) years of service for a total of twelve (12) days annually; One and one-half (1½) working days per month for employees having at least three (3) years of services for a total of eighteen (18) days annually; Two (2) working days per month for employees having at least fifteen (15) years of service for a total of twenty-four (24) days annually. Accumulated leave may be used as the employee chooses for personal business provided no less than twenty-four (24) hours notice is given to the supervisor and it does not interfere with the regular work schedule. Such leave may not be used for self employment or employment elsewhere. Such leave shall be no less than one-half (½) day; however, lesser amounts may be used at the end of the shift. Supervisors shall give consideration for lesser amounts should emergencies occur.

SECTION 2- ANNUAL LEAVE PAY

The rate of annual leave accrual shall be the employee's regular rate of pay in effect for the employee's regular job. Provisions for the City to provide advance annual leave pay will be contingent upon the employee being on annual leave on the scheduled payday and the employee submitting a written request at least two weeks prior to the commencement of his/her scheduled leave.

SECTION 3- CHOICE OF ANNUAL LEAVE PERIOD

To the extent possible, individual preferences for annual leave usage will be honored. All other factors being equal, seniority shall be the determining factor for approval of a request to use annual leave. Between January 1 and April 30 each year employees may request future annual leave dates. These requests shall be honored on a seniority basis. Requests after May 1 for future annual leave dates shall be considered on a first come-first served basis without regard to seniority. Use of annual leave shall be subject to the approval of the department head or his or her designee. To the extent possible, annual leave not requested between January 1 and April 30 of each year shall be requested at least two weeks in advance of the requested commencement date. The department head, or his or her designee, has the right, but not the obligation, to approve an employee's annual leave request with less than two (2) weeks' notice.

SECTION 4 - WORK DURING SCHEDULED ANNUAL LEAVE

Any employee who is requested by the employer to work, and does work during his/her approved annual leave, shall be paid at a rate of time and one-half (1½) of his regular rate, and overtime hours at a rate of two and one-half (2½) times his regular rate of pay, and such time shall not be counted as annual leave. In addition, the employee's vacation shall be rescheduled. The employee shall advise his/her supervisor of any reservations he/she holds and cancellation

costs, when requested to cancel or reschedule his/her vacation. Any substantiated cancellation costs incurred by an employee because his or her vacation is rescheduled at the request of the City will be reimbursed in full.

SECTION 5 - ANNUAL LEAVE RIGHTS AT END OF EMPLOYMENT

Any employee who resigns, is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to using all of their accrued annual leave, shall be compensated for the unused annual leave he/she has accumulated on the next scheduled payday after they have returned all City property or reimbursed the Employer for any unreturned City property.

SECTION 6 – ANNUAL LEAVE CARRYOVER AND FORFEITURE

Employees may rollover a maximum of 280 hours into the next calendar year. Annual leave in excess of 280 hours will be rolled over into an employee’s TIER II Sick Leave account as described in Article X Section 3. The maximum allowed rollover is 80 hours annually and may be accumulated up to a maximum of 1,000 hours. Excess annual leave over and above 360 hours (280 + 80) on the last day of the first full pay period in January will be forfeited. In emergency situations, exceptions to forfeiture may be granted by the City Manager on a case-by-case basis.

ARTICLE X- SICK LEAVE

SECTION 1 – ELIGIBILITY AND ALLOWANCE

Every employee, excluding temporary employees and employees scheduled to work less than twenty (20) hours per week, shall be eligible to take accrued sick leave time after successful completion of the initial probation period if:

- a. The employee has incurred a non-service connected sickness or disability that renders such employee unable to perform the duties of his or her position, or
- b. An immediate family member has incurred an illness or medical emergency (for these purposes immediate family means spouse, parent, child, or member of the employee’s household that needs care from the employee); or
- c. The employee has a medical, dental, or vision appointment that has been scheduled in advance and has been approved by the supervisor.

Employees shall start to accrue sick leave each pay period from the date of hire, and shall accumulate sick leave as long as they are in the service of the Employer and are paid at least 50% of their scheduled hours in the pay period. Employees shall accrue the equivalent of one and one quarter (1¼) days per month for each month of service. This is an employee’s Tier I Sick Leave account.

SECTION 2- SPECIAL COMPENSATION FOR UNUSED SICK LEAVE

Annually, in December, employees may sell back to the City up to forty (40) hours of accrued sick leave provided the transaction does not take the combined balances of an employee’s Tier I and Tier II Sick Leave accounts below 520 hours. The sell back is paid at the employee’s hourly rate at the time of the sell back.

SECTION 3 – TIER II SICK LEAVE

TIER II Sick Leave is excess annual leave rolled over and saved for use as a supplemental benefit at retirement or termination of employment. (Reference Article IX, Section 6) In the event of an employee's long-term illness, all sick leave in the employee's TIER II Sick Leave account will be available for use when the balance in the employee's TIER I Sick Leave account is exhausted.

Balances in TIER II Sick Leave accounts are payable when the employee has reached age 55 and has terminated employment with the City. The payout will be calculated at the employee's hourly rate at the time of termination. The employee may take the payout in a lump sum or in regular, monthly payments from date of termination through the end of the calendar year following the year of termination.

ARTICLE XI – OTHER PAID LEAVES

SECTION I -ELIGIBILITY REQUIREMENTS

Employees shall be eligible for leaves of absence.

SECTION 2 -APPLICATION FOR LEAVE OF ABSENCE

Any request for a leave of absence shall be in writing from the employee to his immediate supervisor. The request shall include the reason that the leave of absence is being requested and the approximate length of time off the employee desires. Approval will not be granted for self employment or employment elsewhere. Any request for a leave of absence shall be answered promptly in writing. Requests for immediate leaves (i.e. family sickness or death) shall be answered before the end of the shift on which the request is submitted. A request for short leave of absence, a leave not exceeding one month, shall be answered within five (5) working days. A request for a leave of absence exceeding one month, but not more than six months shall be answered within ten (10) working days. In accordance with Article VII, Section 4, employees will accrue seniority while on any leave of absence of six (6) months or less granted under the provisions of this Agreement. Employees shall be returned to the same position they held at the time the leave of absence was requested.

SECTION 3 - PAID LEAVES

A. Bereavement

In the event of death in the immediate family of an employee, the employee shall be granted three (3) days leave of absence with pay to make household adjustments, or to attend funeral services. Immediate family is defined as a wife, husband, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, stepmother, stepfather, stepson, stepdaughter, legal guardian, same gender domestic partner, the domestic partner's mother, father and dependents, or other legal dependents. The time off allowed in the case of death in the employee's immediate family shall not be chargeable to either sick leave or annual leave. In the event of an emergency because of death in the immediate family of an employee, the employee

shall be granted, upon justification, leave with pay up to five (5) days provided this involves travel by the employee, of more than one hundred and fifty (150) miles one-way. If additional leave is necessary, such absence shall be charged to sick or annual leave.

In the event of death in the extended family of the employee, the employee shall be granted two (2) days leave of absence with pay to make household adjustments or attend funeral services. The amount of paid time off remains two (2) days whether or not the employee must travel more than one hundred and fifty (150) miles one way because of the death in his or her extended family. Extended family is defined as the employee's aunt, uncle, nephew and niece. The time off allowed in the case of death in the employee's extended family shall not be chargeable to either sick leave or annual leave. If additional leave is necessary, such absence shall be charged to sick or annual leave.

If the same death is in the immediate or extended family of more than one employee, and the taking of bereavement leave has an operational impact on the City's ability to provide normal services, the employer has the right to reassign work schedules to meet service requirements and/or deny the use of bereavement leave. Reassignment of work schedules for this purpose shall be deemed an emergency in accordance with Article XII, Section 5 – Hours of Work.

B. Court Duty

a) Any regular employee called upon for jury service shall be paid regular salary during the period of actual service on jury duty. Such leave shall not be deducted from any other leave accrued by the employee. To use this leave, the employee shall provide to the City certification of the Clerk of the Court to establish time served.

b) Employees required to appear before a court or other public body on any matter not related to their work in which they are personally involved (as a plaintiff, witness or defendant) who request a leave of absence for the period necessary to fulfill their civic duty may be granted annual leave or leave without pay for the period necessary to represent their interest.

C. Voting Time

If the opening and closing time of the polls falls within the employee's scheduled hours of work, employees who are registered and entitled to vote in an election may be granted two (2) hours off, with pay, on an election day other than a Presidential Election Day. The employee shall choose to take leave at either the beginning or the end of the employee's normal workday and shall give notice of not less than 24 hours to his/her supervisor.

SECTION 4 - UNPAID LEAVE FOR REASONABLE PURPOSES

Unpaid leaves of absence, not to exceed one year, may be granted for a reasonable purpose with no less than 15 working days notice. Reasonable purpose in each case shall be agreed upon by the Union and the Employer but may not include self employment or employment elsewhere. These types of leaves may be terminated by the employee with thirty (30) days notice to his supervisor of his intention to return. The Employer shall explain to an employee filling a temporary position the circumstances by which he is going to be affected.

A. Union Business

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union be granted a leave of absence without pay. The leave of absence shall not exceed one (1) year, but it shall be renewed or extended for a similar period at any time upon the request of the Union.

B. Family Leave

After twelve (12) months of continuous service, eligible regular employees are eligible for up to twelve (12) weeks of family leave as provided for in Federal Law and FMLA Regulations.

C. Education

After completing one year of service, any employee, upon request, may be granted a leave of absence without pay for full time educational purposes to improve skills or to obtain formal education necessary to qualify for other City of College Park job opportunities. The period of the leave of absence shall not exceed one year but it may be extended or renewed at the request of the employee subject to management approval. Employees shall work a minimum of one year for the City following completion of educational leave.

SECTION 5 - MILITARY SERVICE

Any employee who is a member of a reserve force of the United States and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States, shall be granted a leave of absence during the period of such activity.

Pay during the absence and re-employment rights upon return will be in accordance with applicable State and Federal laws (Annotated Code of Maryland and Uniformed Services Employment and Re-Employment Rights Acts).

SECTION 6 - ON THE JOB INJURY

Personal injury received on duty. The City shall pay the employee Injury Pay for the first three (3) days of absence if the injury is deemed compensable and payment for missed time will be paid by the City's workers' compensation insurance carrier. The employee may use his or her accrued sick leave to make up any difference if the workers' compensation payment is less than his or her base net paycheck after taxes.

ARTICLE XII -HOURS OF WORK

SECTION 1 - REGULAR HOURS

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period.

SECTION 2 - WORK WEEK

The workweek shall consist of five consecutive workdays except when the employee's scheduled workweek includes Saturday.

SECTION 3 – WORK DAY

Except for employees on task route assignment, eight consecutive hours of work within the 24-hour period beginning at midnight, shall constitute the regular workday.

SECTION 4 - WORK SHIFT

Except for employees on task assignment, eight consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

SECTION 5 - WORK SCHEDULE

All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time. Work schedules showing the employees' shifts, workdays, and hours shall be posted on all department bulletin boards at all times. Except for emergency situations, work schedules shall not be changed unless the changes are posted two weeks in advance of the change.

SECTION 6 – TASK ROUTE ASSIGNMENTS

Regular refuse collection shall be considered as a task route assignment. Special trash collection shall not be considered as a task route assignment. Task route assignments may be adjusted while in progress, however, any assignment given after completion of all route activities for the day shall be compensated at time and one-half. Other assignments are non-task route.

SECTION 7 – MODIFIED WORK WEEK

The City and the Union agree to conduct a feasibility study to develop specifics for a 10-hour day/four-day week alternative. The alternative is intended to provide employees the option of a four-day week; the City would use the program to schedule peak workload functions such as grass cutting and leaf pick-up. If considered feasible by both parties, a modified workweek can be considered during renewal negotiations.

ARTICLE XIII –OVERTIME, COMPENSATORY TIME AND PAY DIFFERENTIALS

SECTION I - RATE OF PAY

Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

SECTION 2 - WEEKLY

All work performed in excess of forty (40) hours in any workweek

SECTION 3 - COMPENSATORY TIME

Each time an employee works sufficient hours to be eligible for paid overtime, he or she may elect to have the equivalent compensatory time credited to his or her account up to an account maximum of forty eight (48) hours. Once a compensatory time account balance reaches forty eight (48) hours, all subsequent overtime will be paid overtime until the account balance drops below forty (48) hours again. On July 1, 2014, the account maximum will increase to fifty six (56) hours.

Compensatory hours will be calculated at the same rate as the overtime that would otherwise be paid; e.g., One (1) hour of time and a half overtime is the equivalent of one and a half (1½) hours of compensatory time and one (1) hour of double time overtime is the equivalent of two (2) hours of compensatory time.

Compensatory time must be used in the calendar year it is earned or it will be paid out at the end of the calendar year.

An employee will be paid for any compensatory time hours in his or her account, at his or her regular hourly rate, at the end of employment.

SECTION 4 - SUNDAY WORK

Double time shall be paid for all work on Sunday.

SECTION 5 - SATURDAY WORK - DIFFERENTIAL

When Saturday is included in the employee's scheduled workweek he/she shall be paid a \$3.00 per hour differential for each hour worked up to eight (8) hours. All other work shall be paid at the rate of time and one-half (1½) the employee's regular hourly rate of pay.

SECTION 6 – AUTOMATED TRASH TRUCK - DIFFERENTIAL

Employees who operate the automated trash truck alone will be paid a differential of \$2.00 per hour for each hour spent operating the equipment. Employees who operate the automated trash truck with a helper will be paid a differential of \$1.00 per hour for each hour spent operating the equipment. This differential payment will not be made for time spent learning to use the equipment.

SECTION 7 - DISTRIBUTION OF OVERTIME

1) Overtime work shall be distributed equally to employees working within the same job classification. The distribution of overtime shall be equaled over each six-month period; beginning on the first day of the calendar month this Agreement becomes effective. On each occasion the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his/her credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his/her credit shall be offered the assignment. The procedure shall be followed until the required number of employees has been assigned overtime work. If an employee refuses overtime, his/her record shall be charged the number of hours he would have worked. If an employee agrees to work overtime when asked and subsequently fails to report for the overtime work, his/her record shall be charged twice the number of hours he would have worked. A record of the overtime hours worked by each employee shall be posted on the department bulletin board monthly. This section may be temporarily suspended in the event of unusual emergencies.

2) Scheduled Saturday Work Selection

- a) Volunteer by job classification

b) Inverse seniority selection process by job classification

SECTION 8 - WORK AT EMPLOYEE'S OPTION

Overtime work shall be voluntary except in case of emergency. There shall be no discrimination against any employee who declines to work overtime. The Employer shall not vary or rearrange work schedules once established in accordance with Article XII, Section 5 to avoid the payment of overtime. Overtime shall be offered to regular employees before outside contractors or temporary employees.

ARTICLE XIV- CALL-IN- TIME

Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half. If the call-in time work assignment and the employee's regular shift overlap at the beginning of the normal shift, the employee shall be paid the call in time rate of time and one-half for all hours completed prior to the normal shift. The employee shall then be paid for the balance of his regular work shift at the appropriate rate.

ARTICLE XV -MEAL PERIODS – EMERGENCIES

SECTION I

All employees shall be granted a meal period during each work shift. Whenever possible, the meal period shall be scheduled at the middle of each shift. During emergency overtime a meal period not to exceed thirty (30) minutes will be provided every four (4) hours.

SECTION 2

The Employer shall furnish a meal every four (4) hours to any employee who works before or beyond his/her regular shift in emergencies. In the event the Employer is unable to furnish meals, the employee shall be granted time to eat not to exceed thirty (30) minutes on the clock. The Employer shall compensate the employee \$6.00 for the cost of each meal.

SECTION 3

Employees who work without an intervening break three (3) hours or more beyond their regular work shift of eight (8) hours shall receive a paid one half (½) hour meal period. For every four (4) consecutive hours of work thereafter, employees shall receive an additional one half (½) hour paid meal period.

ARTICLE XVI - REST PERIODS

All work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. Rest periods during overtime work shall be granted at the same frequency as during regular work.

ARTICLE XVII - CLEAN UP TIME

Employees shall be granted a fifteen (15) minute personal cleanup period prior to the end of each work shift. Work schedules shall be arranged so employees may take advantage of this provision. Employer shall make the required facilities available, and the Employer and employees shall cooperate in maintaining the facility in proper sanitary condition.

ARTICLE XVIII - WORKING CONDITIONS

If the Employer requires any employee to wear a uniform, protective clothing, or safety equipment as a condition of employment, such uniforms, protective clothing, or safety equipment shall be furnished without cost to the employee by the Employer. The cost of maintaining the uniforms or protective clothing, (including tailoring, dry cleaning and/or laundering), shall be borne by the Employer. The Employer also agrees to furnish and maintain rain gear and gloves to all employees when necessary.

Employees are responsible for the proper use of uniforms, protective clothing, devices and equipment. Lost, abused or unusable uniforms, protective clothing or safety equipment due to employee neglect, negligence or misuse shall be paid for by the employee.

Employees shall not wear uniforms furnished by the City during off duty hours, except as may be necessary to go to and from work. The Employer agrees to maintain safe and sanitary locker rooms and related facilities. The Employer agrees to provide work boots to Public Works Department employees for the greater of \$180 annually or the amount set forth in the City's adopted budget. Employees shall be attired in uniform throughout the shift. There shall be no visible exposure of non-uniform clothing.

ARTICLE XIX - SAFETY

The Employer and the Union shall cooperate in the enforcement of work safety. Should an unsafe or unhealthy work condition become apparent, the Employer shall consider the matter immediately and employees shall not be assigned to perform duties in areas that are deemed hazardous. If the matter is not adjusted satisfactorily within a reasonable period of time, a grievance may be processed according to the grievance procedure as described in Article V, Section 2.

The Employer agrees to maintain a safety committee to study appropriate safety issues and make policy recommendations. The committee will meet monthly or as often as decided by the committee and maintain minutes of meetings. Composition of the committee will consist of employees representing all City departments. The number of committee members representing each department will be in proportion to the number of employees in each department, but the membership must always include a least one member representing the union. The City's Safety Officer or designated alternate will chair the committee meetings.

ARTICLE XX- RATES

July 1, 2016 2.5% COLA; \$3.00 per hour Saturday differential when Saturday is part of the scheduled workweek; 2 ½% merit increases

July 1, 2017 2.0% COLA; \$3.00 per hour Saturday differential when Saturday is part of the scheduled work week ; 2 ½% merit increases;

July 1, 2018 2% COLA; \$3.00 per hour Saturday differential when Saturday is part of the scheduled work week; 2 ½% merit increases.

ARTICLE XXI - LONGEVITY BONUS

In recognition of his or her years of service, an employee shall be granted a bonus as a percentage of salary. The percentage will be the equivalent of a one (1) step merit increase at the employee's current step in his or her pay grade. This bonus will be paid on the payday of the pay period in which the employee reaches the following services milestones or as soon as possible thereafter:

Twenty (20) years service

Twenty five (25) years service

Thirty (30) years service

and every five years thereafter as long as the employee has no breaks in service in accordance with Article VII, Section 4, - Breaks in Continuous Service.

ARTICLE XXII - HEALTH AND WELFARE BENEFITS

SECTION I

The Employer agrees to provide the same health and welfare benefits to employees in the bargaining unit as are provided to all other City employees in positions of equal classification. The major areas of coverage may include health insurance, prescription coverage, dental coverage, vision coverage, life insurance, pension plan, and long-term disability.

Employees who retire early between the ages of 55 and 65 years and are enrolled in a City health insurance plan at the time of their retirement may piggyback on existing employee health insurance at their own expense until eligible for Medicare.

SECTION 2 – DEFERRED COMPENSATION

The Employer agrees to match employees' contributions to the 457 Deferred Compensation Plan on a sliding scale that increases with the level of an employee's contribution and his or her tenure.

Years of Service	Employee Contribution per Pay Period (a minimum contribution of \$20 is required to generate a City contribution)	City Contribution Per Pay Period
Up to 1 year	\$20	\$20
1 or more years less than 5 years	\$20 - \$99 \$100 +	\$20 \$25
5 or more years less than 10 years	\$20 - \$99 \$100 - \$199 \$200+	\$20 \$30 \$60
10 or more years less than 15 years	\$20 - \$99 \$100 - \$199 \$200+	\$ for \$ match up to a maximum of \$30 \$50 \$95
15 or more years	\$20 - \$99 \$100 - \$199 \$200+	\$ for \$ match up to a maximum of \$40 \$60 \$120

SECTION 3 - OTHER UNION BENEFITS

The Employer will provide for payroll Insurance Check Off for eligible employees and agrees to remit the amount withheld to the Union designated agent. The deductions and payments to the agent will coincide with the City payroll and vendor disbursement dates respectively. Administration of the insured benefits so provided rests with the Union designated agent.

ARTICLE XXIII - SAVING CLAUSE

In the event any Article, Section or Portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or Portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section, or Portion thereof.

ARTICLE XXIV - WORK STOPPAGE

The Union agrees that neither the Union nor its officers or agents will authorize, instigate, aid, support, or engage in a strike, slow-down, sickout, or work stoppage against the Employer. The Employer agrees not to lock out employees.

ARTICLE XXV - EMPLOYEE RECOGNITION

The City agrees to publicize its Awards and Suggestions programs among employees. Employees are eligible for recognition under the Awards and Suggestions Program, as it exists at the time of the award.

ARTICLE XXVI - PERSONNEL FILES

At the employee's written request, which shall not be made part of the personnel file, records of discipline up to a three-day suspension will be removed from an employee's personnel file(s) thirty (30) months after the discipline is administered so long as the employee has not been disciplined for a related offense during the 30-month period. Where the Union official is representing an employee in a grievance filed under this Agreement, the Union may review the employee's personnel file for information relevant to the grievance so long as the employee provides the City with written authorization for the Union to do so (Council 67 Field Representative/Local President or his Designee). The only official personnel file shall be the file maintained under the supervision of the Human Resources Director. The official personnel file is the only file that is valid for purposes of promotions, discipline, etc.

CONFIDENTIALITY: Personnel records will be maintained in a secure and confidential manner at all times. The Employer shall endeavor to place in an employee's file information of a positive nature indicating competencies, achievements, performances, or contributions of an academic, professional or civic nature. Employees may have this type of information placed in their file by providing a copy to their supervisor. Before any counseling or disciplinary information is placed in an employee's file it must be signed and dated by the person submitting the information for file. Also, before any counseling or disciplinary information is placed in the file, the employee shall be given the opportunity to acknowledge that he/she has reviewed such material by affixing his/her signature on the actual copy to be filed. Signature by the employee merely indicates that he/she has read the material to be filed and does not signify that he/she agrees with content. If the employee refuses to sign, a Union representative will be present to witness the employee's refusal. The Union representative will acknowledge the event.

ARTICLE XXVII - LABOR MANAGEMENT COMMITTEE

The Union and the Employer agree to continue a standing Labor Management Committee which may meet once every calendar month for the purpose of studying appropriate work related issues and making recommendations for policy or procedural changes if appropriate.

The Union and the Employer shall have equal representation on the Committee. There shall either be co-chairpersons, one representing the Union and one representing the Employer, or the chairpersonship may rotate as decided by the committee.

Committee persons shall be selected from among those empowered to recommend policy or procedures for the Employer and the Union respectively.

The Committee shall not be empowered to change the negotiated Agreement

ARTICLE XXVIII - CAREER DEVELOPMENT

(A) The Employer and the Union recognize the need for the development and training of qualified employees to fulfill the Employer's workforce requirements. The Employer agrees to the principles of Career Paths to enhance employees' opportunity for promotion from within its own organization. The Labor Management Committee will work towards the development of a feasible and affordable Career Paths Program. In keeping with such principles, the Employer and the Union shall recommend a Career Development Program.

(B) The Employer agrees to support the further education of employees. Bargaining unit members may be reimbursed at fifty (50) %, depending upon the availability of funds, for tuition for satisfactorily completed courses of study, including G.E.D., which would better enable employees to perform their current jobs and compete for promotional opportunities. Request for tuition reimbursements must be approved in advance of attendance and must be processed in accordance with the applicable City regulations. In the event there is a shortage of budgeted City funds, the Union will make available appropriate training programs for bargaining unit members.

ARTICLE XXIX - SUPERSESSION

This contract replaces the contract dated July 1, 2013 and all addenda for ensuing years through June 30, 2016.

ARTICLE XXX -DURATION OF AGREEMENT

This Agreement shall continue in force until June 30, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by February 1st prior to the anniversary date that it desires to modify this Agreement. Upon giving notice, negotiations shall begin no later than March 1st prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in this section. The question of representation shall be a proper issue for determination at the conclusion of each Agreement. It is expressly understood and agreed that the Employer shall have the sole and exclusive right to reopen this Agreement, upon the giving of a thirty (30) day prior written notice to the Union, at any time during the life of this Agreement. The intention of this clause is to prevent any economic hardship to the Employer, which may result from the signing of this Agreement. Upon the giving of said notice, the Union hereby agrees to negotiate in good faith any adjustments needed to rectify the economic hardship and work towards the prevention of losses and/or deficits by the City.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THIS _____
DAY OF _____, 2016

FOR THE UNION: _____

FOR THE EMPLOYER: _____

16-G-65

Field Use Request:
M&M Learning
Center



Field Use Reservation Application

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

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

Date of Application: 03-31-16

Name of Organization: M+M Learning Center

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

Contact Name(s): Dr. Haifa Kanaani

Mailing Address: 9745 52nd Ave College Park, MD 20740

Email Address: Dr.kanaani@gmail.com

Day Phone: 703 554-5335 Evening Phone: 703 554 5335 Cell Phone: _____

Description of Activity/Event: Family Fun day

Sports Baseball Football Lacrosse Softball T-ball _____

Expected Number of Participants 70 Age Range: all ages

Additional Requirements: Toilets Lights Concession Stand

Date(s) Requested: May 21st 2016

See Facilities Rules and Regulations for acceptable times and age group

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

Time(s) Requested 9:00 a.m. p.m. UNTIL 5:00 a.m. or p.m.

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

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

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

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

Recommendations and Notifications

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

Comments: APPROVED @ MEETING 4 APRIL 2016

Pub. Svcs Director Concur Yes No

Comments: DATE SELECTED TO AVOID CONFLICT W/ CPBAGC

City Manager Concur Yes No [Signature]

Comments: _____

Mayor and Council Concur Yes No

Comments: _____

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

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

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

Regular wear & tear. "People play games, throw ball, etc."

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

M & M Learning Center Staff & Families, and maybe extended family members when applicable, City residents are most welcome also.

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

Community will be more familiar with M & M Learning Center and may show interest in enrolling kids into the programme.

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

Community service for High School Students.

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

We will clean up after event ends.

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

Education, Community services, Family recreational activities.



CERTIFICATE OF LIABILITY INSURANCE

M&MLEA1

OP ID: MA

DATE (MM/DD/YYYY)

03/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ahart, Frinzi & Smith 2250 Belvidere Rd PO BOX 31 Phillipsburg, NJ 08865-0031 Charles R. Frinzi	CONTACT NAME: Charles R. Frinzi PHONE (A/C No. Ext): 908-454-4170 FAX (A/C No.): 908-454-5510 E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>UNITED STATES LIABILITY GROUP</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	UNITED STATES LIABILITY GROUP		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED M&M LEARNING CENTER LLC 4907 NIAGRA RD COLLEGE PARK, MD 20740																					

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional incl GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CP2585253	09/11/2015	09/11/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ INCL \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	PROPERTY		CP2585253	09/11/2015	09/11/2016	CONTENTS 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Charles R. Frinzi

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16-G-66

Field Use Request
Boy Scout Troop 740



Field Use Reservation Application

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

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

Date of Application: May 2, 2016

Name of Organization: Boy Scout Troop 740

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

Contact Name(s): Michael Mehalick

Mailing Address: 11616 Duckettown Road, Laurel, MD 20708

Email Address: KimNMike89@verizon.net

Day Phone: 301-275-5078 Evening Phone: 301-275-5078 Cell Phone: 301-275-5078

Description of Activity/Event: Chicken Barbeque Fundraiser

Sports Baseball Football Lacrosse Softball T-ball _____

Expected Number of Participants _____ Age Range* _____

Additional Requirements: Toilets Lights Concession Stand

Date(s) Requested: Sunday, May 22 (primary date), Sunday, June 5 (rain date)

See Facilities Rules and Regulations for acceptable times and age group

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

Time(s) Requested 7:00 a.m. p.m. UNTIL 6:00 a.m. or p.m.

Are you collecting a fee? Yes No If yes, Purpose: Sales of chicken dinner for Boy Scout Fundraiser

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

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

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

Recommendations and Notifications

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

Comments: No Quorum - MEMBERS IN ATTENDANCE APPROVED - 1 May 2016

Pub. Svcs Director Concur Yes No mm

Comments: ANNUAL EVENT - NO CONFLICT w/ CPB+GC

City Manager Concur Yes No [Signature]

Comments: _____

Mayor and Council Concur Yes No _____

Comments: _____

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

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

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

We will use concession stand and adjacent grounds to prepare and sell chicken dinners as a fundraising event as Troop 740 has done for many years. We will clean kitchen and police area as appropriate.

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

Many of the Scouts and adults are residents and many customers also live in College Park.

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

Funds raised support programs for Boy Scout Troop 740 which has been active in the College Park Community since 1955.

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

Several events such as flower and tree planting and flag ceremonies throughout College Park each year.

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

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

16-0-03

Introduction

AN ORDINANCE
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK,
AMENDING CHAPTER 15, “BOARDS, COMMISSIONS AND COMMITTEES”, §15-19,
“POWERS AND DUTIES”; CHAPTER 125, “HOUSING CODE”, §125-8,
“MAINTENANCE OF DWELLINGS”, §125-17, “FIRESAFETY LAWS”, AND §125-17.1,
ABATEMENT OF CERTAIN VIOLATIONS; AND CHAPTER 157, “PROPERTY
MAINTENANCE”, §157-2, “DEFINITIONS; WORD USAGE”; §157-3, “COMPLIANCE;
INSPECTIONS”; §157-4, “NOTIFICATION OF VIOLATIONS; HEARINGS”, §157-6,
RESPONSIBILITIES OF OWNERS AND OCCUPANTS”; §157-7” DESIGNATION OF
UNFIT BUILDINGS; CONDEMNATION”; § 157-8, “HIGHER STANDARDS TO
PREVAIL”; DELETING §157-5, “ADOPTION OF RULES AND REGULATIONS”, AND
§157-9 “HEARINGS”; AMENDING CHAPTER 110, ‘FEES AND PENALTIES”, §110-2,
“PENALTIES”, AND ADOPTING A NEW CHAPTER 115, “FIRE SAFETY” ,TO
UPDATE AND CLARIFY THE CODES, INCLUDE FIRE SAFETY LAWS IN ONE
CHAPTER AND PROVIDE FOR A FINE, AND TO MAKE CERTAIN CONFORMING
CHANGES

WHEREAS, pursuant to §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, the City of College Park, Maryland (hereinafter, the “City”) has the power to pass such ordinances as it deems necessary to assure the good government of the municipality, and to protect and preserve the municipality’s property; and

WHEREAS, pursuant to this authority, the Mayor and Council have adopted an exterior property code for non-residential properties (Chapter 157), a Housing Code (Chapter 125), and a fire safety code (§125-17) and have provided for appeals from Chapter 157 (Chapter 15) as part of code enforcement in the City; and

WHEREAS, the Mayor and Council have engaged in a review of these provisions and have determined that certain changes to the City Code are in the public interest.

Section 1. NOW, THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland, that Chapter 15 “Boards, Commissions and Committees”, Article IV, “Advisory Planning Commission”, §15-19, “Powers and duties” of the

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

Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§15-19. Powers and duties.

The Advisory Planning Commission's duties are as follows:

A. to E. * * * *

F. To hear appeals and perform such other functions enumerated in § 125-4 of Chapter 125 of the College Park Code, entitled "Housing Regulations," § 87-19 of Chapter 87 of the College Park Code, entitled "Building Construction," § 157-[9] 6 of Chapter 157 of the College Park Code, entitled "Property Maintenance," and as otherwise directed by the Council.

Section 2. BE IT FURTHER ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland, that Chapter 15 “Boards, Commissions and Committees”, Article IV, “Advisory Planning Commission”, §15-29.1, “Hearing panel for fire protection and fire safety” of the Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§15-29.1. Hearing panel for fire protection and fire safety.

Notwithstanding any other provision of this Code or any regulations adopted hereunder, the Advisory Planning Commission is authorized to hear appeals pursuant to ~~{§ 125-4}~~§115-7 of the City Code involving fire protection or fire safety violations by means of panels comprised of three or more permanent and/or temporary members. Action by the panel on such appeals may be taken by the affirmative vote of the majority of the panel.

Section 3. BE IT FURTHER ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland, that Chapter 115 “Fires Safety Code”, §15-29.1, “Hearing panel for fire protection and fire safety” of the Code of the City of College Park be, and is hereby, enacted to read as follows:

CHAPTER 115 FIRE SAFETY CODE

§115-1. GENERALLY. DIVISION 4 OF SUBTITLE 11 OF THE FIRE SAFETY LAW OF PRINCE GEORGE'S COUNTY, MARYLAND, 2012 EDITION, AS AMENDED FROM TIME TO TIME, WITH THE EXCEPTION OF SECTION 11-293, IS INCORPORATED HEREIN AND ADOPTED BY REFERENCE. THIS SECTION ALSO INCORPORATES BY

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REFERENCE CHAPTER 24 OF THE NFPA 101 LIFE SAFETY CODE, 2015 EDITION, AND IS APPLICABLE TO ONE- AND TWO-FAMILY DWELLINGS AS DEFINED THEREIN. REFERENCES IN THE FIRE PREVENTION CODE OF PRINCE GEORGE'S COUNTY TO THE FIRE CHIEF OR AUTHORIZED REPRESENTATIVE SHALL BE CONSTRUED TO INCLUDE THE CITY PUBLIC SERVICES DEPARTMENT DIRECTOR AND CODE ENFORCEMENT OFFICERS. INSPECTIONS SHALL BE PERFORMED BY THE CITY'S PUBLIC SERVICES DEPARTMENT AND VIOLATIONS SHALL BE ENFORCED IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION. NOTHING HEREIN SHALL BE CONSTRUED AS PREVENTING COUNTY PERSONNEL FROM PERFORMING INSPECTIONS AND ENFORCING THE COUNTY'S FIRE SAFETY LAWS.

§115-2. SMOKE ALARMS. THE OWNER(S) OF ALL RENTAL ROOMING OR DWELLING UNITS, TO INCLUDE BUT NOT BE LIMITED TO APARTMENT UNITS, BOARDING AND ROOMING HOUSES, FRATERNITIES, SORORITIES, ROOMS RENTED AS A HOME OCCUPATION BUT REQUIRED TO HAVE AN OCCUPANCY PERMIT, HOTELS, MOTELS, TOURIST HOMES, AND SINGLE AND DUAL-FAMILY HOMES, WITHIN THE CITY OF COLLEGE PARK ARE REQUIRED TO INSTALL, MAINTAIN, AND HAVE IN OPERATION AT ALL TIMES SMOKE ALARMS OF A TYPE, MAKE AND MODEL APPROVED BY, AND MOUNTED IN LOCATIONS AS SET FORTH IN, DIVISION 4 OF SUBTITLE 11 OF THE FIRE SAFETY LAW OF PRINCE GEORGE'S COUNTY.

§115-3. AUTOMATIC FIRE SPRINKLERS.

A. DORMITORIES, WHICH FOR PURPOSES OF THIS SECTION SHALL INCLUDE ANY FRATERNITY AND SORORITY HOUSE, REGARDLESS OF THE NUMBER OF SLEEPING ACCOMMODATIONS, SHALL BE PROTECTED THROUGHOUT BY INSTALLATION OF AN AUTOMATIC FIRE SPRINKLER SYSTEM MEETING THE REQUIREMENTS OF NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARD NO. 13, 13D OR 13R, IN ACCORDANCE WITH THE COMPLIANCE DEADLINES SET OUT IN THIS SECTION:

B. ALL CONNECTIONS SHALL BE LOCATED ON THE STREET SIDE OF EACH BUILDING, AND ACTIVATION OF THE SPRINKLER SYSTEM SHALL ACTIVATE BOTH THE REQUIRED FIRE ALARM SYSTEM AND A SUPERVISORY ALARM AT A TWENTY-FOUR-HOUR CERTIFIED AND LICENSED ALARM MONITORY SERVICE. INSTALLATION SHALL BE PERFORMED BY A CONTRACTOR POSSESSING A SPRINKLER CONTRACTOR LICENSE FROM THE STATE OF MARYLAND. SAID CONTRACTOR MUST OBTAIN A PERMIT FROM PRINCE GEORGE'S COUNTY PRIOR TO INSTALLATION OF THE SPRINKLER SYSTEM.

C. DETACHED AND SECONDARY BUILDINGS. EXISTING DORMITORY BUILDINGS ARE EXEMPT FROM THE REQUIREMENTS OF THIS SECTION AS TO FIRE SPRINKLER SYSTEMS IF THEY HAVE NO MORE THAN 1,000 SQUARE FEET OF FLOOR AREA, ARE NOT DIRECTLY CONNECTED TO THE MAIN BUILDING USED FOR SLEEPING, AND HAVE NO FACILITIES INTENDED OR USED FOR SLEEPING.

D. DISABLING SPRINKLER SYSTEM. NO PERSON SHALL SHUT OFF OR DISABLE AN AUTOMATIC FIRE SPRINKLER SYSTEM INSTALLED PURSUANT TO THIS SECTION, EXCEPT DURING THE ACTUAL PERFORMANCE OF MAINTENANCE WORK BY A LICENSED CONTRACTOR.

E. MAINTENANCE OF SPRINKLER SYSTEM. ANY SPRINKLER SYSTEM INSTALLED PURSUANT TO THIS CHAPTER SHALL BE MAINTAINED IN ACCORDANCE WITH NFPA 25, AS AMENDED, BY A CONTRACTOR LICENSED BY THE STATE TO PERFORM SUCH MAINTENANCE.

§115-4. CARBON MONOXIDE DETECTORS. THE REQUIREMENTS OF SEC. 11-295 OF THE PRINCE GEORGE'S COUNTY CODE TO INSTALL AND MAINTAIN CARBON MONOXIDE DETECTORS SHALL ALSO APPLY TO ALL EXISTING SINGLE FAMILY RESIDENCES.

§ 115-5. NOTICE OF VIOLATION. WHENEVER THE CODE ENFORCEMENT OFFICER DETERMINES THAT THERE ARE REASONABLE GROUNDS TO BELIEVE THAT THERE HAS BEEN A VIOLATION OF ANY PROVISION OF THIS CHAPTER OR OF ANY RULE OR REGULATION ADOPTED PURSUANT THERETO, NOTICE OF SUCH ALLEGED VIOLATION SHALL BE GIVEN TO THE PERSON OR PERSONS RESPONSIBLE THEREFOR, AS HEREINAFTER PROVIDED. SUCH NOTICE SHALL:

- A. BE PUT IN WRITING.
- B. INCLUDE A STATEMENT OF THE REASONS WHY IT IS BEING ISSUED.
- C. STATE THE TIME FOR THE PERFORMANCE OF ANY ACT IT REQUIRES.
- D. BE SERVED UPON THE OWNER OR HIS/HER AGENT OR THE OCCUPANT, AS THE CASE MAY REQUIRE, PROVIDED THAT SUCH NOTICE SHALL BE DEEMED TO BE PROPERLY SERVED UPON SUCH OWNER OR AGENT OR UPON SUCH OCCUPANT IF A COPY THEREOF IS SERVED UPON HIM/HER PERSONALLY OR IF A COPY THEREOF IS SENT BY REGULAR MAIL TO HIS/HER LAST KNOWN ADDRESS OR IF A COPY THEREOF IS POSTED IN A CONSPICUOUS PLACE IN OR ABOUT THE DWELLING AFFECTED BY THE NOTICE OR IF HE/SHE IS SERVED WITH SUCH NOTICE BY ANY OTHER METHOD AUTHORIZED OR REQUIRED UNDER THE LAWS OF THIS STATE.

§115-6. PENALTIES. FAILURE TO COMPLY WITH THE PROVISIONS OF THIS SECTION WITHIN TWENTY-FOUR HOURS OF NOTIFICATION SHALL SUBJECT THE OWNER TO AN IMMEDIATE ABATEMENT/CORRECTION ORDER, ISSUANCE OF A MUNICIPAL INFRACTION AND PENALTIES AS PROVIDED IN § 110-2 . AN ADDITIONAL CITATION MAY BE ISSUED FOR EACH SUCCESSIVE TWENTY-FOUR-HOUR PERIOD IN WHICH THE VIOLATION IS NOT FULLY CORRECTED.

§115-7. REQUEST FOR APPEAL. ANY PERSON AFFECTED BY ANY NOTICE OR ORDER WHICH HAS BEEN ISSUED IN CONNECTION WITH THE ENFORCEMENT OF ANY PROVISION OF THIS ARTICLE MAY REQUEST AND SHALL BE GRANTED A

HEARING ON THE MATTER BY THE ADVISORY PLANNING COMMISSION, PROVIDED THAT SUCH PERSON SHALL, WITHIN 10 DAYS AFTER SERVICE OF A NOTICE OR ORDER, FILE IN THE OFFICE OF THE PUBLIC SERVICES DIRECTOR A SIGNED, WRITTEN NOTICE OF APPEAL, REQUESTING A HEARING AND SETTING FORTH A BRIEF STATEMENT OF THE REASONS THEREFOR. UPON RECEIPT OF SUCH NOTICE OF APPEAL, THE PUBLIC SERVICES DIRECTOR SHALL NOTIFY THE ADVISORY PLANNING COMMISSION.

§115-8. APPEALS. THE PLANNING COMMISSION SHALL HEAR APPEALS FROM ALLEGED VIOLATIONS OF THE PROVISIONS OF THIS CHAPTER. A QUORUM OF THREE OR MORE PERMANENT AND/OR TEMPORARY MEMBERS SHALL BE REQUIRED BEFORE THE COMMISSION MAY TAKE ANY OFFICIAL ACTION. ACTION MAY BE TAKEN BY THE AFFIRMATIVE VOTE OF THE MAJORITY OF THE PANEL. THE ADVISORY PLANNING COMMISSION SHALL SET A TIME AND PLACE FOR SUCH HEARING AND SHALL GIVE THE PERSON APPEALING AND THE PUBLIC SERVICES DIRECTOR NOTICE THEREOF. THE BOARD SHALL DETERMINE SUCH APPEALS AS PROMPTLY AS PRACTICABLE.

§115-9. DECISION. AFTER SUCH HEARING, THE ADVISORY PLANNING COMMISSION MAY AFFIRM, AMEND, MODIFY OR WITHDRAW THE NOTICE OR ORDER APPEALED FROM. THE DECISION OF THE ADVISORY PLANNING COMMISSION SHALL CONSTITUTE AN ORDER, AND ANY PERSON WHO SHALL FAIL, REFUSE OR NEGLECT TO COMPLY WITH ANY SUCH ORDER SHALL BE GUILTY OF VIOLATING THE PROVISIONS OF THIS ARTICLE. THE DECISION OF THE COMMISSION SHALL IN ALL CASES BE FINAL, EXCEPT THAT ANY APPELLANT OR PARTY DIRECTLY AGGRIEVED BY A DECISION OF THE COMMISSION MAY, PROVIDED THAT HE/SHE DOES SO, APPEAL TO A COURT OF RECORD OF COMPETENT JURISDICTION WITHIN 30 DAYS AFTER THE RENDERING OF SUCH DECISION.

§115-10. EMERGENCIES. UPON A DETERMINATION THAT A FIRE SAFETY EMERGENCY EXISTS WHICH REQUIRES IMMEDIATE ACTION TO PROTECT THE PUBLIC HEALTH, THE DIRECTOR OF PUBLIC SERVICES MAY, WITHOUT NOTICE OR HEARING, ISSUE AN ORDER RECITING THE EXISTENCE OF SUCH AN EMERGENCY AND REQUIRING SUCH ACTION TO BE TAKEN AS IS DEEMED NECESSARY TO MEET THE EMERGENCY. NOTWITHSTANDING THE OTHER PROVISIONS OF THIS ARTICLE, SUCH ORDER SHALL BE EFFECTIVE IMMEDIATELY. IF REQUESTED, A HEARING SHALL BE AFFORDED AS SOON AS POSSIBLE.

Section 4. BE IT FURTHER ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland, that Chapter 125, "Housing Code", §125-8

“Maintenance of dwellings”, of the Code of the City of College Park be, and is hereby, repealed as follows:

§125-8. Maintenance of dwellings.

No person shall occupy as owner-occupant or let to another for occupancy any dwelling, or dwelling or rooming unit, for the purpose of living therein, which does not comply with the following requirements:

A. – H. * * * *

I. Grading and drainage. All premises shall be graded and maintained so as to prevent the accumulation of stagnant water thereon or within any building or structure located thereon. No stagnant water may be allowed to accumulate or stand anywhere on or about the premises, or in any items or receptacles on the premises in which water has collected, and ruts or other uneven surfaces shall be graded to eliminate standing water. Water in swimming pools, wading pools and fish ponds shall not be allowed to stagnate and shall be maintained in a clean and sanitary condition at all times. Water from swimming or wading pools, sump pumps, or fish ponds shall not be drained in such a manner as to flow onto neighboring property, or onto sidewalks or driveway aprons in the public right-of-way, or to cause erosion. Every downspout or gutter shall be properly installed, free from leaks and obstructions, and kept in good repair. ANY CONSTRUCTION, GRADING, INSTALLATION OF IMPERMEABLE SURFACES SUCH AS PATIOS, DRIVEWAYS, WALKWAYS OR TERRACES OR OTHER PAVING, OR THE INSTALLATION OF ANY DOWNSPOUT OR DRAIN, WHICH WILL ALTER THE FLOW OF WATER OR DRAINAGE SO AS TO HAVE AN ADVERSE EFFECT ON ABUTTING OR NEARBY PROPERTIES OR ONTO THE PUBLIC RIGHT OF WAY IS PROHIBITED. A notice of violation shall give the responsible party 10 days to correct the violation.

Section 5. BE IT FURTHER ORDAINED AND ENACTED, by the Mayor and

Council of the City of College Park, Maryland, that Chapter 125, “Housing Code”, §125-17

“Firesafety laws”, of the Code of the City of College Park be, and is hereby, repealed as follows:

~~§125-17. “Firesafety laws:~~

~~A. Generally. Division 4 of Subtitle 11 of the Fire Safety Law of Prince George's County, Maryland, as amended effective January 2007 and from time to time, is incorporated herein and adopted by reference. This section also incorporates by reference Chapter 24 of the NFPA 101 Life Safety Code, 2006 Edition, and is applicable to one and two family dwellings as defined therein. References in the Fire Prevention Code of Prince George's County to the Fire Chief or authorized representative shall be construed to include the City Public Services Department Director and Code Enforcement Officers. Inspections shall be performed by the City's Public Services Department and violations shall be enforced in accordance with the provisions of~~

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~~§ 125-3. Nothing herein shall be construed as preventing county personnel from performing inspections and enforcing the county's fire safety laws.~~

~~B. Smoke alarms. The owner(s) of all rental rooming or dwelling units, to include but not be limited to apartment units, boarding and rooming houses, fraternities, sororities, rooms rented as a home occupation but required to have an occupancy permit, hotels, motels, tourist homes, and single family homes, within the City of College Park are required to install, maintain, and have in operation at all times smoke alarms of a type, make and model approved by, and mounted in locations as set forth in, the Prince George's Fire Protection Codes.~~

~~C. Automatic fire sprinklers.~~

~~(1) Required.~~

~~(a) The following existing structures or buildings shall be protected throughout by installation of an automatic fire sprinkler system meeting the requirements of National Fire Protection Association (NFPA) Standard No. 13, 13D or 13R, in accordance with the compliance deadlines set out in this section:~~

~~[1] Dormitories, which for purposes of this section shall include any fraternity and sorority house, regardless of the number of sleeping accommodations.~~

~~(b) All connections shall be located on the street side of each building, and activation of the sprinkler system shall activate both the required fire alarm system and a supervisory alarm at a twenty four hour certified and licensed alarm monitoring service. Installation shall be performed by a contractor possessing a sprinkler contractor license from the State of Maryland. Said contractor must obtain a permit from Prince George's County prior to installation of the sprinkler system.~~

~~(2) Compliance period. Existing dormitories shall come into compliance with this section within three years of its effective date. If an existing structure is proposed to be converted to use as a dormitory, compliance with this section is required prior to the issuance of any occupancy permit for that use. If an existing structure is in use as a dormitory and is renovated prior to the three year compliance period at a cost exceeding 50% of the structure's taxable value, then compliance with this section is required at the time of renovation completion.~~

~~(3) Detached and secondary buildings. Existing dormitory buildings are exempt from the requirements of this section as to fire sprinkler systems if they have no more than 1,000 square feet of floor area, are not directly connected to the main building used for sleeping, and have no facilities intended or used for sleeping.~~

~~(4) Disabling sprinkler system. No person shall shut off or disable an automatic fire sprinkler system installed pursuant to this section, except during the actual performance of maintenance work by a licensed contractor.~~

~~(5) Maintenance of sprinkler system. Any sprinkler system installed pursuant to this chapter shall be maintained in accordance with NFPA 25, as amended, by a contractor licensed by the state to perform such maintenance.~~

~~D. Penalties. Failure to comply with the provisions of this section shall subject the owner to an immediate abatement/correction order and penalties as provided in § 110-2 and § 125-3B(4).]~~

Section 6. BE IT FURTHER ORDAINED AND ENACTED, by the Mayor and

Council of the City of College Park, Maryland, that Chapter 125, "Housing Code", §125-17.1

“Abatement of certain violations”, of the Code of the City of College Park be, and is hereby, renumbered as follows:

§125-17[~~1~~]. Abatement of certain violations.

* * * *

Section 7. BE IT FURTHER ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland, that Chapter 157 “Property Maintenance, Article I, “Nonresidential Premises”, §157-2, “Definitions; word usage” of the Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§157-2. Definitions; word usage.

A. The following terms, wherever used herein or referred to in this [~~code~~] CHAPTER, shall have the respective meanings assigned to them unless a different meaning clearly appears from the context:

* * * *

[~~FIRE HAZARD~~

~~Anything or any act which increases or may cause an increase of the hazard or menace of fire to a greater degree than that customarily recognized as normal by persons in the public service of preventing, suppressing or extinguishing fire or which may obstruct, delay or hinder or may become the cause of an obstruction, a delay, a hazard or a hindrance to the prevention, suppression or extinguishment of fire. (See also "nuisance.")~~

[~~FIRE MARSHAL~~

~~The Fire Marshal of the City of College Park or Prince George's County.]~~

* * * *

GARBAGE

[~~Putrescible animal and~~] ANIMAL OR vegetable waste THAT IS SUBJECT TO ORGANIC DECOMPOSITION AND resulting from the handling, preparation, cooking and consumption of food. (See also "refuse" and "rubbish.")]

* * * *

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LITTER

ALL RUBBISH, WASTE MATERIAL, REFUSE, GARBAGE, TRASH, DEBRIS, DEAD ANIMALS OR OTHER DISCARDED MATERIALS OR PROPERTY OF EVERY KIND AND DESCRIPTION.

* * * *

NUISANCE

- (1) Any public nuisance known at common law or in equity jurisprudence or as provided by the statutes of the State of Maryland, Prince George's County or the ordinances of the City of College Park.
- (2) Any nuisance which may prove detrimental to the health or safety of children, whether in a building, on the premises of a building or upon an unoccupied lot. This includes but is not limited to abandoned walls, shafts, basements, excavations, abandoned iceboxes, refrigerators, motor vehicles, any structurally unsound fences or structures, and lumber, trash, LITTER, [~~fences,~~] debris or vegetation, such as poison ivy, oak or sumac, which may prove a hazard for inquisitive minors.
- (3) Physical conditions dangerous to human life or detrimental to the health of persons on or near the premises where the conditions exist.
- (4) Overcrowding of a room with occupants in violation of [~~this code~~] Chapter 115, FIRE SAFETY.
- (5) Insufficient ventilation or illumination in violation of this [~~code~~] CHAPTER.
- (6) Inadequate or insanitary sewerage or plumbing facilities in violation of this code.
- (7) Insanitary conditions or anything offensive to the senses or dangerous to health in violation of this code.
- (8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings.
- (9) Fire hazards.
- (10) Walks, roadways, parking lots and similar areas open to the public which present hazardous conditions by reason of poor maintenance.

* * * *

REFUSE

All putrescible and non-putrescible solid wastes, except body wastes, including but not limited to garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles and solid market and industrial wastes. [(See also "garbage" and "rubbish.")]

* * * *

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RUBBISH

Non-putrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cigarettes, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials. ~~[(See also "garbage" and "refuse.")]~~

Section 8 . **BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland, that Chapter 157 “Property Maintenance, Article I, “Nonresidential Premises”, §157-3, “Compliance; inspections” of the Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§157-3. Compliance; inspections.

A. – C. * * * *

~~[D. Occupancy permit. After inspection by the Public Services Department and compliance with this article is obtained, an occupancy permit for the use of the structure may be issued in compliance with Chapter 144 of the City Code.]~~

Section 9 . **BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland, that Chapter 157 “Property Maintenance, Article I, “Nonresidential Premises”, §157-4, “Notification of violations; hearings” of the Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§157-4. Notification of violations; hearings.

A. Notice; fine.

(1) * * * *

(2) Public nuisance-type violations adversely affecting the public because of odor, safety or health may require expedited corrective action within ~~[eight]~~ FOUR hours of notification to the offending or responsible party. Failure to take such corrective action shall result in the imposition of a fine as set forth in Chapter 110, Fees and Penalties, and the issuance of a citation in accordance with the requirements of ~~[Article 23A, § 3(b)(2),]~~ §6-102

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ET SEQ. of the LOCAL GOVERNMENT ARTICLE, Annotated Code of Maryland. If the violator fails to pay the fine by the date of payment set forth on the citation and fails to file a notice of his/her intention to stand trial for the offense, the person shall be liable for the assessed fine as set forth in Chapter 110, Fees and Penalties. If the City, because of the urgency of having the violation corrected, uses City labor or material to correct the violation, the material and labor charges shall be assessed and shall be collectible as a tax lien against the subject property. In addition to the foregoing, the Public Services Department is authorized to seek injunctive relief when the situation so warrants.

Section 10. **BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland, that Chapter 157 “Property Maintenance, Article I, “Nonresidential Premises”, §157-5, “Adoption of rules and regulations” of the Code of the City of College Park be, and is hereby, deleted as follows:

~~§157-5. Adoption of rules and regulations.~~

~~The Mayor and Council is hereby authorized to make and to adopt such written rules and regulations as may be necessary for the proper enforcement of the provisions of this article, provided that such rules and regulations shall not be in conflict with the provisions of this article. Such rules and regulations shall have the same force and effect as the provisions of this article and the penalty for violation of the provisions of this article, as hereinafter provided.]~~

Section 11. **BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland, that Chapter 157 “Property Maintenance, Article I, “Nonresidential Premises”, §157-6, “Responsibilities of owners and occupants” of the Code of the City of College Park be, and is hereby, repealed, reenacted, renumbered and amended to read as follows:

§157-[6] 5. Responsibilities of owners and occupants.

- A. General Requirements * * * *
- B. Duties and responsibilities of owner.
 - (1) Maintenance of exterior of premises.

(a) [1] –[9]

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[10] Public nuisances, snow removal: IT SHALL BE THE DUTY OF EVERY OWNER, OPERATOR AND OCCUPANT OF A PROPERTY TO REMOVE AND CLEAR AWAY ANY accumulated snow or ice ~~[on]~~ FROM THE PORTION OF THE PUBLIC SIDEWALK WHICH ABUTS SAID PROPERTY, AND FROM paths, walks, driveways, parking lots and parking areas and other areas which are accessible and used by pedestrians and automobiles ON THE PROPERTY, WITHIN 24 HOURS OF CESSATION OF SNOWFALL ~~[where such snow and/or ice remains uncleared within eight hours of daylight after the termination of the snowfall.]~~ [Note: Section 157-4F may be applied to this section if deemed necessary because of emergency conditions. See § 157-4A(2) for applying noncompliance charges.]

[11] * * * *

[12] GRADING OR CONSTRUCTION OF IMPERMEABLE SURFACES, SUCH AS PATIOS, DRIVEWAYS, WALKWAYS OR TERRACES OR OTHER PAVING, OR THE INSTALLATION OF ANY DOWNSPOUT OR DRAIN, WHICH WILL ALTER THE FLOW OF WATER OR DRAINAGE SO AS TO HAVE AN ADVERE EFFECT ON ABUTTING OR NEARBY PROPERTIES OR ONTO THE PUBLIC RIGHT OF WAY IS PROHIBITED.

* * * *

(2) Interior maintenance.

(a) – (f) * * * *

(g) Designated storage bins, rooms and areas shall be used for accumulating garbage or refuse. Flammable or combustible liquids or other materials may not be stored on the premises unless they are of a type ~~[approved for storage by the regulations of the Fire Marshal,]~~ THAT IS COMPLIANT WITH CHAPTER 115 OF THIS CODE and then only in such quantities and in such fireproof storage containers as may be prescribed by the regulations.

(h) – (i) * * * *

~~(j) [If the capacity of the building is fewer than 50 people, only one egress is needed. If rated for 50 or more people, two egresses are needed.]~~

(j) All exit signs, lights and emergency lights are to be in good repair and operating efficiently.

(k) THE OWNER AND OPERATOR SHALL BE RESPONSIBLE FOR THE ELIMINATION OF INFESTATION IN AND ON THE PREMISES SUBJECT TO HIS/HER CONTROL

* * * *

C. Duties and responsibilities of occupant.

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- (1) Cleanliness and sanitation. All parts of the premises under the control of the occupant or operator shall be kept in a clean and sanitary condition, and the occupant shall refrain from performing any acts which would render other parts of the premises unclean or insanitary or which would prevent the owner or operator from performing any duty required hereunder or maintaining the premises in a clean and sanitary condition. ~~[Every operator shall be responsible for the elimination of infestation in and on the premises subject to his/her control.]~~
- (2) ~~[Malicious damage. Every occupant shall be responsible for willfully or maliciously causing damage to any part of the premises.]~~
- (3) Installation and maintenance of heating equipment. Where any occupant undertakes to install heating equipment, the same shall conform to the requirements of the ~~[Prince George's County]~~ CITY’S Building Code. The occupant shall thereafter be responsible for maintaining such equipment installed by him/her in good repair and operating condition during all times that the heating equipment shall remain under his/her control. The area around the heating equipment shall be kept clean and free of any material and be accessible for servicing. No flammable materials shall be stored in this area.

Section 12. BE IT FURTHER ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland, that Chapter 157 “Property Maintenance, Article I, “Nonresidential Premises”, §157-7, “Designation of unfit buildings; condemnation” of the Code of the City of College Park be, and is hereby, repealed, reenacted, renumbered and amended to read as follows:

§157-~~[7]~~ 6. Designation of unfit buildings; condemnation; HEARING

A. – D. * * * *

E. THE ADVISORY PLANNING COMMISSION, UPON INFORMATION FROM THE PUBLIC SERVICES DIRECTOR THAT ANY NONRESIDENTIAL BUILDING WITHIN THE CORPORATE LIMITS OF THE CITY HAS BEEN ORDERED DEMOLISHED OR REPAIRED UNDER THE PROVISIONS OF § 157-6B, SHALL SCHEDULE A HEARING ON THE MATTER WITHIN A REASONABLE TIME THEREAFTER. THE OWNER OF THE PROPERTY SHALL BE NOTIFIED BY REGISTERED MAIL OF THE SCHEDULED HEARING AT LEAST 15 DAYS IN ADVANCE OF THE SCHEDULED MEETING. NOTICE OF THE MEETING, INCLUDING A DESCRIPTION OF THE INVOLVED PROPERTY, SHALL BE PUBLISHED IN TWO CONSECUTIVE ISSUES OF A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY. ON THE SCHEDULED DATE OF THE HEARING, THE ADVISORY PLANNING COMMISSION SHALL HEAR THE OWNER OF SAID PROPERTY, OR HIS/HER DULY DESIGNATED AGENT OR REPRESENTATIVE, IF EITHER SHALL APPEAR, AND MAY ALSO HEAR ANY

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ADDITIONAL EVIDENCE OR VERIFIED INFORMATION WHICH MAY HAVE A BEARING UPON THE CASE.

Section 13. BE IT FURTHER ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland, that Chapter 157 “Property Maintenance, Article I, “Nonresidential Premises”, §157-8, “Higher standards to prevail” of the Code of the City of College Park be, and is hereby, repealed, reenacted, renumbered and amended to read as follows:

§157-[8] 7. Higher standards to prevail.

* * * *

Section 14. BE IT FURTHER ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland, that Chapter 157 “Property Maintenance, Article I, “Nonresidential Premises”, §157-9, “Hearings” of the Code of the City of College Park be, and is repealed and amended to read as follows:

~~[§157-9. Hearings.~~

~~A. The Advisory Planning Commission, upon information from the Public Services Director that any nonresidential building within the corporate limits of the City has been ordered demolished or repaired under the provisions of § 157-7B, shall schedule a hearing on the matter within a reasonable time thereafter. The owner of the property shall be notified by registered mail of the scheduled hearing at least 15 days in advance of the scheduled meeting. Notice of the meeting, including a description of the involved property, shall be published in two consecutive issues of a newspaper of general circulation in the City.~~

~~B.~~

~~On the scheduled date of the hearing, the Advisory Planning Commission shall hear the owner of said property, or his/her duly designated agent or representative, if either shall appear, and may also hear any additional evidence or verified information which may have a bearing upon the case.]~~

Section 15. BE IT FURTHER ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland, that that Chapter 110 “Fees and Penalties”, §110-2, “Penalties” be and it is hereby repealed, re-enacted and amended to read as follows:

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

§110-2 Penalties.

Unless otherwise noted herein, the violation of a City ordinance or resolution is a municipal infraction. The following fines and/or imprisonment for violations of various ordinances or resolutions are applicable in the City of College Park:

Chapter/Section	Violation	Penalty
	* * * * *	

Chapter 115, Fire Safety Code

* * * * *

Chapter:

First violation	\$100
Second violation	\$200
Each additional 24 hours	\$200

Section 16. 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 _____, 2016, 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

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

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 _____, 2016 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 _____ 2016.

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

EFFECTIVE the _____ day of _____, 2016.

ATTEST:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

Patrick L. Wojahn, Mayor

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

Suellen M. Ferguson, City Attorney

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

16-G-57

Food Truck Hub



**CITY OF COLLEGE PARK, MARYLAND
REGULAR COUNCIL MEETING AGENDA ITEM**

AGENDA ITEM 16-G-57

Prepared By: Terry Schum, Planning Director

Meeting Date: May 10, 2016

Presented By: Terry Schum

Proposed Consent Agenda: No

Originating Department: Planning, Community and Economic Development

Action Requested: Letter of Support for a Food Truck Hub in College Park

Strategic Plan Goal: High Quality Development and Reinvestment

Background/Justification:

College Park Ventures is preparing to submit an application for a food truck hub license to the Prince George's County Department of Permitting, Inspections and Enforcement (DPIE) for the former Little Tavern site at 7413 Baltimore Avenue. Recent county legislation allows food truck hubs to be located within a one-quarter mile radius of a Metro or MARC station with approval of the property owner or on M-NCPPC property. Other locations require authorization by resolution of the County Council. If located within a municipality, a letter of support from the municipality is required.

The proposed College Park Food Truck Hub property is owned by the University of Maryland College Park Foundation (UMCPF) which has provided a letter of permission for use of the property. County Resolution CR-26-2016 supporting this location is scheduled to be acted upon on May 10, 2016. The DPIE application indicates that up to four trucks operating between the hours of 11:00 am – 9:00 pm from Monday through Sunday are being requested.

The City recently entered into a license agreement with UMCPF regarding maintenance and use of the subject property for parking and installed meters for five parking spaces. Use of the property for four food trucks would preclude the ability to have any on-site parking. The effect of the food truck hub on this agreement needs to be explored with the UMCPF.

Fiscal Impact:

There will potentially be a loss of revenue from meter fees and citations associated with the five on-site parking spaces.

Council Options:

1. Provide a letter of general support for the food truck hub location.
2. Provide a qualified letter of support for the food truck hub location.
3. Do not support the food truck location.

Staff Recommendation:

1.

Recommended Motion:

I move that the City of College Park support the establishment of a food truck hub at 7413 Baltimore Avenue to be coordinated by College Park Ventures.

Attachments:

1. Food Truck Hub Application
2. Letter of Permission from UMCPF
3. CR-26-2016
4. License Agreement with UMCPF
5. Letter of Support



Prince George's County
 Department of Permitting, Inspector
 and Enforcement
PERMITTING & LICENSING DIVISION
Business Licensing Center
 9400 Peppercorn Place, 1st Floor
 Largo, Maryland 20774
 301.883.3840 ♦ FAX: 301.883.3875



FOOD SERVICE FACILITIES — MOBILE UNITS — FOOD TRUCK HUB(S) REQUIREMENTS CHECKLIST

OFFICE
 USE
 ONLY

A Food Truck Hub Coordinator Must Submit:

- Completed application and checklist. Additional forms can be obtained from the Business Licensing Center or on DPIE's Website at <http://dpie.mypgc.us>.
- If operating 60 days a year or less, a license fee of \$500 + 5% Technology Fee of \$25 for a total of \$525. If operating more than 60 days a year, a license fee of \$3,500 + 5% Technology Fee of \$175 for a total of \$3,675. Applicants may pay by credit card or checks made payable to Prince George's County. (Fees are NON-REFUNDABLE.) Each license expires one year from the date of issuance unless renewed.
- Site plan showing all existing improvements on the property, restroom facilities for participating vendors either on location or within the immediate area, off-street parking areas and driveways (including traffic control patterns), and the specific area (include dimensions) of the property to be occupied by the Food Truck Hub.
- Letter from the property owner stating that parking is available for Food Truck Hub patrons if located within a parking lot.
- Letter of support from the municipality if the property to be occupied by the Food Truck Hub is located within the corporate boundaries of a municipality; or a letter of support from the Prince George's County Economic Development Corporation (EDC) if not located within a municipality. (Contact EDC at 301.583.4650.)
- Letter of permission from the property owner where the Food Truck Hub will be located with a copy of the existing site plan. If the Food Truck Hub is located on the public rights-of-way, a letter of permission is also required from both the municipality and the County, or the State, whichever is the property owner of record for the right(s)-of-way.
- List of licensed vendors that comprise a specific Food Truck Hub to include each participating vendor's Tax Identification Number, County license, Health Department certification and demonstrated proof that a participating vendor has no outstanding notices of violation.



Prince George's County
 Department of Permitting, Inspections
 and Enforcement
PERMITTING & LICENSING DIVISION
Business Licensing Center
 9400 Peppercorn Place, 1st Floor
 Largo, Maryland 20774
 301.883.3840 ♦ FAX: 301.883.3875



APPLICATION FOR FOOD TRUCK HUB LICENSE

Please print clearly.

SECTION A — FOOD TRUCK HUB COORDINATOR IDENTIFICATION

Coordinator's Name: College Park Ventures

Coordinator's Address: 387 Technology Drive

<small>Street</small>	<u>College Park</u>	<u>MD</u>	<u>20742</u>
<small>City</small>		<small>State</small>	<small>ZIP Code</small>

Coordinator's Telephone #(s): 301-541-3086

E-mail: _____

SECTION B — FOOD TRUCK HUB LOCATION

Food Truck Hub Name: College Park Hub

Location of Food Truck Hub: Baltimore Avenue

<small>Street</small>	<u>College Park</u>	<u>MD</u>	<u>20742</u>
<small>City</small>		<small>State</small>	<small>ZIP Code</small>

Business Telephone #(s): 301-541-3086

Name of Property Owner: University of Maryland College Park Foundation

Address of Property Owner: 4603 Calvert Road

<small>Street</small>	<u>College Park</u>	<u>MD</u>	<u>20742</u>
<small>City</small>		<small>State</small>	<small>ZIP Code</small>

Property Owner Telephone #(s): 301 955 1265

E-mail: _____

SECTION B — FOOD TRUCK HUB

List the maximum number of mobile units that will be operating on a given day: _____

SECTION B — FOOD TRUCK HUB — Continued

Food Truck Hubs cannot open before 6:00 a.m. and must close by 9:00 p.m. Only vendors primarily selling freshly prepared foods or fresh fruits and vegetables may be allowed to participate in the Food Truck Hub.

List days and hours of operation for the Food Truck Hub:

Day of the Week	Hours
Sunday	11am - 9pm
Monday	11am - 9pm
Tuesday	11am - 9pm
Wednesday	11am - 9pm
Thursday	11am - 9pm
Friday	11am - 9pm
Saturday	11am - 9pm

SECTION C — ATTESTATION

I, THE UNDERSIGNED, HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATTERS AND FACTS SET FORTH IN THE FOREGOING APPLICATION ARE TRUE TO THE BEST OF MY INFORMATION AND BELIEF.

College Park Ventures

Printed Name of Food Truck Hub Coordinator



Signature of Food Truck Hub Coordinator

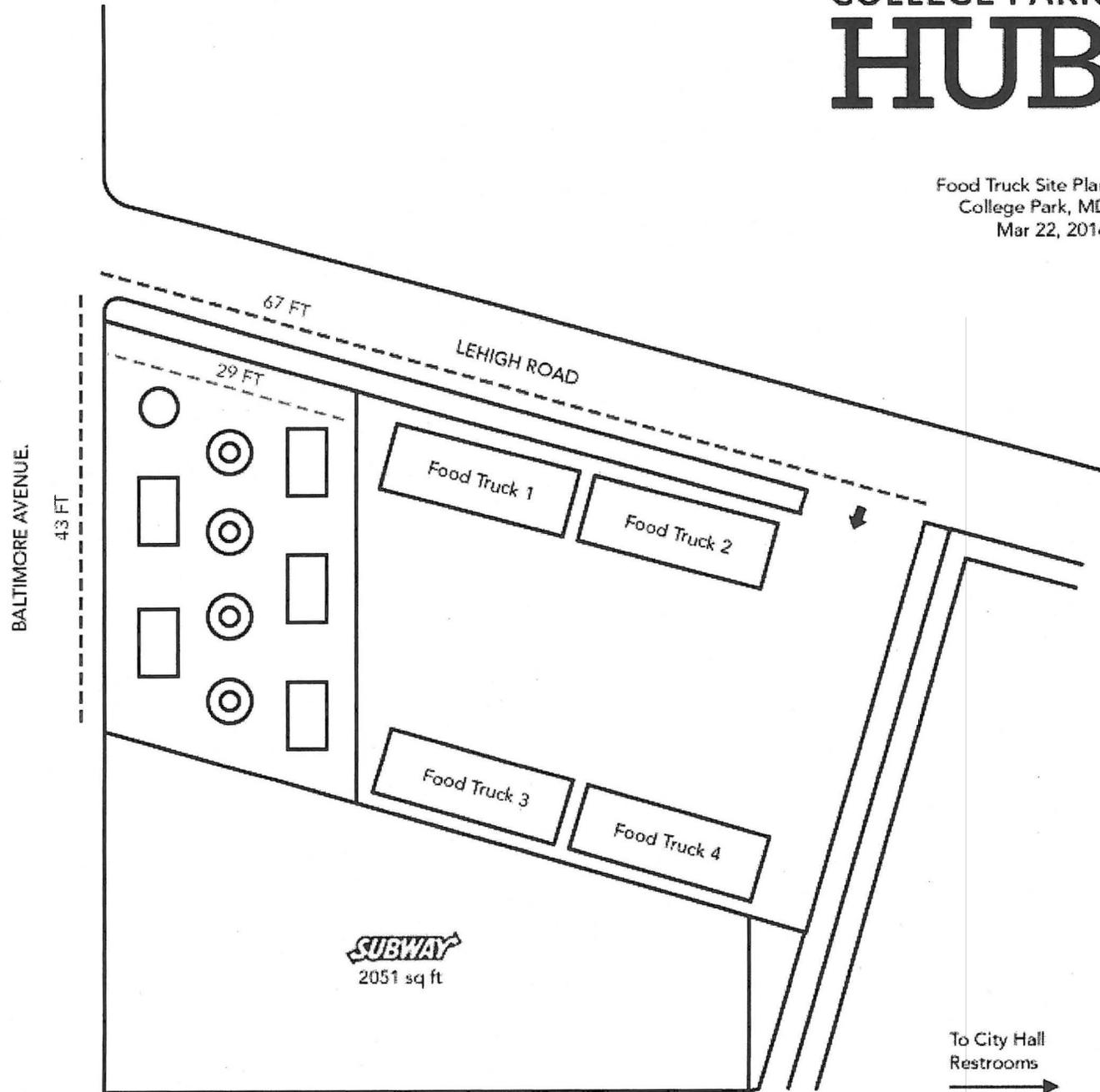
Sworn to before me this _____ day of _____, 20_____.

SEAL

Notary Public

COLLEGE PARK HUB

Food Truck Site Plan
College Park, MD
Mar 22, 2016





Creative Commons Attribution 4.0 International License, by Elvert Barnes.



Creative Commons Attribution 4.0 International License, by Phil Denton.



Creative Commons Attribution 4.0 International License, by Elvert Barnes.

FOOD TRUCK HUBS Coordinator

February 18, 2016

Where will the hubs be allowed?

Food Truck Hub

- 1. 1/2 Mile of Metro* or MARC Station
- 2. M-NCPPC Property

OR

Special Approval from County Council

Must Have Permission of Property Owner

- 1. Depending on Location, if in a Municipality — Must Have Municipal Approval
- 2. If in Non-Municipal Area, Must Have Approval from Economic Development Corporation President/CEO

Must Have Permission of Property Owner

*Hubs are not allowed at Prince George's Plaza, West Hyattsville, Largo Town Center or Branch Avenue unless special approval from County Council is obtained.



FOOD TRUCK HUB COORDINATOR'S RESPONSIBILITIES

Licensing of Food Truck Hub

- Download application from the Department of Permitting, Inspections and Enforcement (DPIE) Website or pick up application from DPIE Licensing Center.
- Complete application and include the following:
 - Site layout showing all existing improvements on the property
 - ✦ Location of Food Truck Hub — 1/2 mile of Metro/MARC station or M-NCPPC Property. If another location, must receive approval of County Council.
 - ✦ Restroom facilities for participating vendors either on location or within the immediate area
 - ✦ Off-street parking areas and driveways, including traffic control patterns
 - ✦ Specific dimensions of the property to be occupied by the Food Truck Hub, including parking area
 - Letter of permission from the property owner, including a statement that parking is available for patrons
 - Letter of support from the municipality if Hub is located within municipality boundaries; OR,
 - Letter of support from the President/CEO of the Prince George's County Economic Development Corporation if not located within municipality boundaries
 - Schedule of specific operational days and hours beginning no earlier than 6:00 AM and ending not later than 9:00 PM
 - Number of mobile units on-site on a given day (*i.e.*, Monday — 10 units, Tuesday — 8 units, Wednesday — 10 units, etc.)
- Pay the required Food Truck Hub Fee:
 - If operating 60 days or less/year — \$500 + 5% Technology Fee
 - If operating more than 60 days/year — \$3500 + 5% Technology Fee



Duties

- Compile and provide to DPIE a comprehensive list of licensed vendors that comprise the specific Food Truck Hub to include each participating vendor's Tax Identification Number, County License, Health Department Certification and demonstrated proof that a participating vendor has no outstanding Notices of Violation.
- Report a change in vendor participation to DPIE through written communication within 24 hours before or after such change and include each new participating vendor's Tax Identification Number, County License, Health Department Certification and demonstrated proof that said vendor has no outstanding Notices of Violation.
- Report an unlicensed vendor to DPIE for appropriate enforcement action.
- Ensure that the Food Truck Hub remains free of trash by providing adequate trash receptacles, including recycling receptacles, and that said receptacles are emptied on a daily basis to prevent trash build-up, rodent infestation and other health-related concerns.
- Ensure that Food Truck Hub signage for the site is limited to one sign no larger than 4' x 6' and that no signage advertising the Food Truck Hub is installed elsewhere.

Violation and Revocation of Food Truck Hub License

- DPIE may immediately revoke the permit/license if the Food Truck Hub constitutes a nuisance due to noise, traffic, physical activity, public safety or for other good cause.
- Should the Coordinator fail to ensure the daily disposal of trash and prevent trash from being strewn throughout the immediate area of the Food Truck Hub, the Coordinator, as the Food Truck Hub representative, shall be subject to a citation that carries with it a fine of \$500 for the first offense, and a fine of \$1,000 for such subsequent citations.



UNIVERSITY OF MARYLAND

OFFICE OF THE VICE PRESIDENT FOR UNIVERSITY RELATIONS

Main Administration Building
7901 Regents Drive, Suite 1132
College Park, Maryland 20742
301.405.4680 TEL 301.314.9339 FAX

April 25, 2016

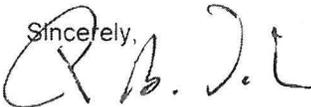
Dr. Haitham A. Hijazi
Director, Department of Permitting, Inspections and Enforcement
Prince George's County
9400 Peppercorn Place
Largo, Maryland 20774

Dear Dr. Hijazi:

I write to support the application of a Food Truck Hub to include property owned by the University of Maryland College Park Foundation (UMCPF). As you may know, UMCPF has been involved in a number of strategic projects to advance economic development and help transform College Park into a more vibrant community – for students, faculty, staff and residents alike. We are proud to see the progress of the Greater College Park initiative, led by President Wallace Loh, and the implementation of Vision 2020, led by the College Park City-University Partnership, both well underway.

The food truck hub, located on UMCPF property at 7413 Baltimore Avenue in College Park contributes to these efforts to enhance the community, support startups and entrepreneurs and drive more economic development to the adjacent community. We applaud the County Council for its support of a growing base of entrepreneurs who may some day convert food truck operations into a physical restaurant, while expanding convenient dining options to Prince George's County residents. This property has already been identified as a potential site for food trucks, and we are pleased that a team of Terps, College Park Ventures, is interested in pursuing the application process.

We look forward to working with the food truck hub coordinator to bring more diverse dining options to the downtown community and support entrepreneurship throughout College Park and Prince George's County. Please let us know if you need additional information.

Sincerely,


Peter Weiler
Vice President, University Relations
President, University of Maryland College Park Foundation

cc:
Senator James Rosapepe, Prince George's County District 21
Councilman Derrik L. Davis, Chair, Prince George's County Council
Councilwoman Dannielle Glaros, Vice Chair, Prince George's County Council
Mayor Patrick Wojahn, City of College Park
Councilmember Robert W. Day, Sr., City of College Park
Councilwoman Stephanie E. Stulich, City of College Park
Wallace D. Loh, President, University of Maryland

Carlo Colella, Vice President for Administration and Finance, University of Maryland
Ken Ulman, Chief Strategy Officer, University of Maryland
Eric Olson, Executive Director, College Park City-University Partnership
Brad Frome, Assistant Deputy Chief Administrative Officer for Economic Development & Public
Infrastructure, Office of Prince George's County Executive Rushern L. Baker, III

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND

2016 Legislative Session

Resolution No. CR-26-2016

Proposed by Council Member Glaros

Introduced by

Co-Sponsors

Date of Introduction May 3, 2016

RESOLUTION

1 A RESOLUTION concerning
2 The Creation of a Food Truck Hub at Pocket Park
3 For the purpose of authorizing the creation of a Food Truck Hub at Pocket Park in the City of
4 College Park.

5 WHEREAS, Section 5-189.01 of the Prince George's County Code generally requires that a
6 Food Truck Hub shall only be located on the open area or parking lot or public rights-of-way of
7 the following: parks and recreational facilities under the operation and control of the Maryland-
8 National Capital Park and Planning Commission, or areas within a one-quarter mile radius of the
9 station entrance of any Metro and MARC stations; and

10 WHEREAS, the Pocket Park located at 7413 Baltimore Avenue, College Park, Maryland
11 20740 (See attached Exhibit), is neither located in the parks and recreational facilities under the
12 operation and control of the Maryland-National Capital Park and Planning Commission, nor
13 areas within a one-quarter mile radius of the station entrance of any Metro and MARC stations;
14 and

15 WHEREAS, the Pocket Park desires to create a Food Truck Hub in its location; and

16 WHEREAS, Section 5-189.01 authorizes that Food Truck Hubs not located at parks and
17 recreational facilities under the operation and control of the Maryland-National Capital Park and
18 Planning Commission or areas within a one-quarter mile radius of the station entrance of any
19 Metro and MARC stations may be granted special authorization by resolution of the County
20 Council; and

21 WHEREAS, the Pocket Park must still satisfy the requirements for the Food Truck Hub
22 License as enumerated in Section 5-189.03 of the County Code and remain subject to approval

1 by the Department of Permitting, Inspections, and Enforcement pursuant to Section 5-189.01 of
2 the County Code.

3 NOW, THEREFORE, BE IT RESOLVED by the County Council of Prince George's
4 County, Maryland, that the County Council does hereby grant special authorization to the Pocket
5 Park in the City of College Park to become a Food Truck Hub.

6 BE IT FURTHER RESOLVED that such authorization by the County Council is subject to
7 the Pocket Park satisfying the requirements for the Food Truck Hub License as enumerated in
8 Section 5-189.03 of the County Code and subject to approval by the Department of Permitting,
9 Inspections, and Enforcement pursuant to Section 5-189.01 of the County Code.

Adopted this ____ day of _____, 2016.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Derrick Leon Davis
Chairman

ATTEST:

Redis C. Floyd
Clerk of the Council

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made this 10TH day of DECEMBER, 2015, by and between UMCPF PROPERTY IV-A, LLC, a Maryland limited liability company, (herein referred to as the "Owner"), and the CITY OF COLLEGE PARK, a municipal corporation of the State of Maryland (herein referred to as the "City").

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

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

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

WHEREAS the Owner is willing to grant a non-exclusive Lease on the Property to the City for the purposes and upon the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the sum of \$1.00 and the mutual covenants among the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner does hereby demise and lease to the City on a non-

exclusive basis for the purposes and on the conditions set forth herein the above described Property:

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

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

any signage required to exercise its enforcement obligations under this Lease, including without limitation the signage required for towing.

3. Owner shall be responsible at its own expense for the maintenance of the Property, removal of trash and debris, and removal of ice and snow from all other areas of the Property, including sidewalk and areas containing street furniture. Owner shall mark the five parking spaces with striping and re-stripe when necessary. Owner shall mark those areas on the lot where parking is prohibited and shall re-mark when necessary. Owner shall mark the space in front of the dumpster area and any other no parking area with striping and the words "Towing Enforced" and shall re-mark this as necessary.

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

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

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

City:
Scott Somers
City Manager
4500 Knox Road
College Park, MD 20740
ssomers@collegeparkmd.gov

Owner
UMCPF Property IV-A, LLC
c/o University of Maryland College Park Foundation
4603 Calvert Road
College Park, MD 20740
mking8@umd.edu

7. Subject to and without waiving common law and other governmental immunities and the provisions §5-301 *et seq.*, Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, the City shall and hereby does indemnify, defend and save the Owner, its heirs, personal representatives, successors and assigns, harmless, to the extent permitted by law, against, of and from any and all suits, causes of action, damages, judgments, expenses (including also court costs and reasonable attorneys' fees), liability, fines, prosecutions, cross-claims, counterclaims and claims of any nature whatsoever, arising out of or resulting from any acts, omissions, negligence, death or injury to person(s), loss of and damage to property, and other actions of any kind by or caused in whole or in part by the City, its agents, employees, personnel, in, on, about adjoining the Property in any way related to this Lease. The Owner shall and hereby does indemnify, defend and save the City harmless against, of and from any and all suits, causes of action, damages, judgments, expenses (including also court costs and reasonable attorneys' fees), liability, fines, prosecutions, cross-claims, counterclaims

and claims of any nature whatsoever, arising out of or resulting from any acts, omissions, negligence, death or injury to person(s), loss of and damage to property, and other actions of any kind by or caused in whole or in part by the Owner, its agents, employees, personnel, in, on, about, or adjoining the Property in any way related to this Lease.

8. The City shall provide proof of adequate comprehensive general liability insurance (bodily injury - \$1,000,000.00 for each occurrence/aggregate; property damage - \$500,000.00 for each occurrence/aggregate) and automobile insurance (death or injury - \$1,000,000.00 for each occurrence/ aggregate; property damage - \$500,000.00 for each occurrence/aggregate.) The City shall name the Owner as an additional insured on said policies of insurance, and shall provide Certificates of Insurance to the Owner upon request.

9. The City may not assign the lease interest or any rights created under this Lease without the written consent of the Owner, it being the express intention and purpose of this Lease that the City, through its agents, servants and employees, may have the right to enter upon the Property at all times and to regulate vehicular parking and traffic and all persons using the Property in the same manner and with the same authority that it could regulate the use of any City property or right of way, and that this Lease shall constitute the necessary license from the Owner of the Property to permit such regulation by the City.

10. The signatories hereto represent that they have the authority to execute this document in the capacity noted herein and to bind the parties hereto. This Lease shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

11. This Lease shall not be assigned by Owner except as may be agreed upon and authorized in writing by the City, which agreement shall not be unreasonably withheld, conditioned or delayed.

12. This Lease contains the entire understanding between the parties, and any additions or modifications hereto may only be made in writing, executed by both parties.

13. This Lease shall be interpreted in accordance with the laws of the State of Maryland without regard to its conflict of law provisions.

14. This Lease shall be construed according to the plain meaning of its terms without regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto.

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

WITNESS the execution hereof by the parties as of the date first above written.

WITNESS

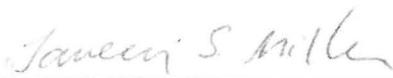
UMCPF PROPERTY IV-A, LLC



By: 
Michael King
Vice President, Chief Financial Officer
and Treasurer

WITNESS

CITY OF COLLEGE PARK


Janeen S. Miller, CMC, City Clerk

By: 
Scott Somers, City Manager

May 10, 2016

Dr. Haitham A. Hijazi
Director, Department of Permitting, Inspections and Enforcement
Prince George's County
9400 Peppercorn Place
Largo, Maryland 20774

Re: College Park Food Truck Hub

The City of College Park is pleased to support College Park Ventures LLC in helping to develop and promote economic development within the city of College Park through their application for a food truck hub location at 7413 Baltimore Ave, College Park, MD 20740.

We believe that the addition of a Food Truck Hub will be complementary to the existing food offerings in Downtown College Park and will provide convenient access to quality food in a fun and exciting way. The City acknowledges that the Prince George's County regulations require a letter of support from the municipality in which the hub will reside if it is outside of a ¼ mile radius of a Metro station.

It is our understanding that College Park Ventures LLC, owned and operated by David Engle and Christopher Szeluga, will be the entity applying for and managing the food truck hub activity on the property. Both of them have worked with the University of Maryland and the greater community on several companies and initiatives before this. Their past work has included managing Startup Shell, a non-profit startup incubator and co-working space at the University, and creating Startup Village, an entrepreneurial housing community in College Park. We are excited to work with them on creating this innovative venture in the City of College Park and the Prince George's County community.

The City of College Park looks forward to the College Park Food Truck Hub becoming a reality.

Sincerely,

Patrick L. Wojahn

Mayor
City of College Park

16-G-63

Appointments

Councilmember Nagle:

- Reappoint Lisa Miller and Paul Carlson to the Neighborhood Quality of Life Committee