



TUESDAY, JANUARY 5, 2016
(COUNCIL CHAMBERS)

7:30 P.M.
WORKSESSION

COLLEGE PARK MISSION STATEMENT

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

CITY MANAGER'S REPORT

AMENDMENTS TO THE AGENDA

PROPOSED ITEMS TO GO DIRECTLY TO NEXT WEEK'S AGENDA

PROPOSED CONSENT AGENDA ITEMS

1. Proclamation for Tom Davis (for presentation at the January 12 meeting)
2. Proclamation for the Martin Luther King, Jr. Tribute (for presentation at the January 12 meeting)
3. Award of a contract to remove/replace the play structure at the Old Town playground – Brenda Alexander, Deputy Director of Public Works
4. Council approval of Mayor Pro Tem appointment

WORKSESSION DISCUSSION ITEMS

5. Discussion of Noise Control Board recommendations – Bob Ryan, Director of Public Services and Alan Stillwell, Chair, Noise Control Board
6. Presentation from Pepco's Prince George's County Staff Forester about 2016 line clearance work in the City - Martin Lieb
7. Annual report on use of City grant funds by the College Park Community Foundation -- Tricia Homer, CPCF Board Chair
8. Approval of City comments on DSP 13045 for Greenbelt Station South Core Phase III (Tabled from November 24, 2015 meeting: Item 15-G-132)

001

9. Approval of City comments on GSA Environmental Impact Statement for Greenbelt Station (**Special Session (Item #16-G-01)**)
10. Introduction of 16-O-01, FY 2016 Budget Amendment #2, to reallocate budgeted expenditures and to fund two new staff positions - Steve Groh, Director of Finance and Jill Clements, Director of Human Resources
11. Discussion of permit parking around the Metropolitan Development – Councilmember Brennan
12. Discussion of Council retreat – Scott Somers, City Manager
13. Discussion of legislation (**Possible special session**) – Bill Gardiner, Assistant City Manager
14. Approval of an amendment to the Memorandum of Understanding with the University of Maryland regarding bikeshare system – Suellen Ferguson, City Attorney
15. Discussion of County grant for animal welfare – Bob Ryan, Director of Public Services
16. Appointments (**Possible Special Session**)
 - City Boards and Committees
 - 2016 MWCOG Policy Committee and Board appointments
 - Appointment of Mayor Wojahn as a Class B Director to the CPCUP to replace Mayor Fellows
 - Council appointments to CPCUP committees

REVIEW/STATUS OF PENDING AGENDA ITEMS

COUNCIL COMMENTS

INFORMATION/STATUS REPORTS (For Council Review)

17. Update on SHA Baltimore Avenue Sidewalk Retrofit Project

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

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Proclamation
for Tom Davis

**PROCLAMATION OF THE MAYOR AND COUNCIL
OF THE CITY OF COLLEGE PARK, MARYLAND**

In Appreciation of B. W. Tom Davis

Whereas, the City of College Park, Maryland relies on residents to assist and advise the City Council in many areas of government and community activities; and

Whereas, the City Council created a Cable Television Commission in 1980 to represent the Mayor and Council in dealing with cable television franchises in College Park; and

Whereas, Tom has continuously served on the Cable Television Commission since 1994, many years as the Chair, providing decades of service and leadership; and

Whereas, Tom and his wife Doris moved to the City of College Park in 1968; and

Whereas, in addition to serving on the Cable Television Commission, Tom's community involvement has included the Economic Development Committee, the North College Park Citizens Association (as both the president and as a member), and he is currently serving as a member of the Veterans Memorial Committee, which he used to Chair; and

Whereas, after actively serving on the Cable Television Commission for more than 21 years, Tom has submitted his resignation.

Now, Therefore, I, Patrick L. Wojahn, as Mayor of the City of College Park, Maryland, do hereby recognize B. W. Tom Davis for his service to the City, and proclaim the appreciation of the Mayor, Council and residents of the City of College Park.

PROCLAIMED this 12th day of January 2016.

Patrick L. Wojahn
Mayor

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Proclamation for
the Martin Luther King,
Jr. Tribute

3

Award of a contract for
play structure at the Old
Town playground

MEMORANDUM

TO: Mayor and Council
THROUGH: Robert Stumpff, Public Works Director
FROM: Brenda Alexander, Public Works Deputy Director
DATE: January 5, 2016
SUBJECT: Old Town Playground Structure Replacement

ISSUE

Consider award of contract to Playground Specialists Inc. in the amount of \$45,999.40 for the removal and replacement of the play structure at the Old Town playground.

BACKGROUND

The City received a Community Park & Playground grant in the amount of \$46,275 for the replacement of the play structure for 5–12 year-olds at Old Town playground. The structure is more than 20 years old, and replacement parts are no longer available.

Four vendors were contacted for quotes to remove the existing structure, supply and install a new play structure and the required engineered wood fiber surfacing material within the designated play area. Two of the vendors participate in the US Communities Government Purchasing Alliance, which allows other public agencies to purchase products through existing contracts. The City of College Park is a member of this Alliance. The two other vendors that I contacted participate in the HGACBuy (Helping Government Across the Country) nationwide government procurement group. The City recently joined this contractor funded purchasing group. One of the vendors chose not to submit a quote, leaving three who responded:

Vendor	Quote	Purchasing affiliation
Cunningham Recreation, representing Gametime	\$67,698	US Communities discount
Playground Specialists Inc., representing Playworld Systems Inc.	\$45,999	9% HGACBuy discount
Sparks at Play, representing Landscape Structures equipment	\$46,670	6% HGACBuy discount

The play structure components from the 3 responding vendors are similar, with several slides and climbing components as well as bridges and decks of varying heights and roof structures. New benches, trash receptacles and age appropriate safety sign are included. All vendors offer similar warranties on their structures and components and are members of the IPEMA (International

Playground Equipment Manufacturers Association) and conform to established safety standards of the ASTM F1487 for consumer safety performance for playground equipment for public use and ASTM F1292 for impact attenuation under and around playground equipment and conform to the recognized guidelines issued by the Consumer Product Safety Commission (CPSC) for public playground safety.

Playground Specialists, Inc. has been installing playground equipment for Maryland National Capital Park and Planning in Prince George's County for about 10 years according to staff in the Landscape Architecture Department. MNCP&P staff provided a positive recommendation for Playground Specialists and indicated they are a responsive company to work with and are pleased with their performance. According to the MNCP&P staff, they are also utilizing the HGACBuy procurement program for their projects to simplify the purchasing process.

FISCAL IMPACT

The grant from Community Park & Playground in the amount of \$46,275 will be used to fund this improvement. Any expenditure above this grant amount would need to come from the Operating Budget, Account 5019, Recreational Facilities Maintenance. The recommended vendor, Playground Specialists, Inc., has stated that this is 2015 pricing, which they are willing to hold through January of 2016. Upon satisfactory completion of the play structure replacement project, a request will be made to the Maryland Department of Natural Resources for reimbursement from the approved grant funding for this project.

COUNCIL OPTIONS

1. Award a contract to Playground Specialists Inc. in the amount of \$45,999.40 for the removal and replacement of the play structure at the Old Town playground to be funded in full by a grant from Community Park & Playground.
2. Award a contract to a different vendor (this option could have a fiscal impact).
3. Direct staff to proceed in a different direction.
4. Table this decision for a future meeting (this option could have a fiscal impact).

STAFF RECOMMENDATION

Option #1.

RECOMMENDED MOTION

I move to award a contract to Playground Specialists Inc. in the amount of \$45,999.40 for the removal and replacement of the play structure at the Old Town playground.

CONTRACTOR AGREEMENT

THIS CONTRACTOR’S AGREEMENT (the “Agreement”) is made this the ____ day of _____, 2016, by and between CITY OF COLLEGE PARK (the “City”), a municipal corporation of the State of Maryland, whose address is 4500 Knox Road, College Park, MD 20740 and PLAYGROUND SPECIALISTS, INC., hereinafter referred to as “Contractor,” whose address is 17347 North Seton Avenue, Emmitsburg, MD 21727.

WHEREAS, the City has received Open Space grant funding from the Maryland Department of Natural Resources through the Community Parks and Playgrounds program for the removal and replacement of the 5 – 12 year old play structure at Old Town playground at the intersection of Columbia and College Avenues; and

WHEREAS, the Contractor was a successful bidder in 2014 on HGACBuy Cooperative Purchasing Program competitively bid contract PR11-14 for playground equipment provision and installation services. HGACBuy is an agency of the State of Texas with purchasing and bid policies comparable to the City’s; and

WHEREAS, pursuant to §69-2 of the City Code, the City is authorized to join in a contract accepted by another local government or agency with purchasing policies comparable to those of the City; and

WHEREAS, the contractor services included in PR11-14 , are responsive to the needs of the City for purposes of the providing and installing playground equipment in the Old Town playground; and

WHEREAS, the Contractor has indicated a willingness to contract with the City on terms and conditions at least as favorable as those provided in PR11-14; and

WHEREAS, Contractor desires to act for the City as an independent Contractor to provide and install playground equipment in the Old Town playground; and

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

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

1. **Appointment.** The City hereby engages Contractor, as an independent contractor and not as an agent or employee of the City, to remove the existing playground equipment and provide and install new playground equipment in Old Town playground, and Contractor hereby accepts such work, subject to the terms and provisions of this Agreement. This Agreement is contingent on appropriation of funds from the City, and the receipt of a Program Open Space Grant from the State of Maryland Department of Natural Resources.

2. **Scope of Services.** Pursuant to the Agreement, the Contractor 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 Contractor services are included as part of this Agreement: Remove and properly dispose of existing playground equipment and provide and install playground equipment and related surface system and materials, in the Old Town playground. The equipment to be installed is detailed in the Old Town Playground Scope of Work, attached and incorporated herein as Exhibit A, and Contractor proposal dated December 2, 2015, attached hereto and incorporated herein by reference as Exhibit B. The site plan and plans for placement of the playground equipment is attached hereto and incorporated by reference as Exhibit C. Contractor agrees to provide all records required for compliance, and

to otherwise comply, with Program Open Space grant requirements, summarized for ease of reference and attached as Exhibit D.

3. **Dates of Work.** The Contractor agrees to commence work within five calendar days of notice to proceed. The work shall be performed pursuant to the work schedule submitted by the Contractor. All work shall be completed within one hundred eight (180) calendar days of notice to proceed and in any event by June 30, 2016. 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 Contractor, as consideration for the Contractor's satisfactory performance of all obligations under this Agreement, a sum not to exceed \$45,999.40, which shall include all incidental costs including, but not limited to, removal and proper disposal of existing equipment, provision and installation of all new equipment, delivery of equipment to Old Town playground in College Park, MD, travel, printing, copying, binding, telephone, drawings, diagrams and photographs. Invoices will be paid after approval by the City's Chief Financial Officer. The Contractor shall submit invoices, on a monthly basis, which shall include a detailed breakdown of all charges for that monthly period. Invoices shall be based upon completion of tasks and deliverables, or percentage thereof. In no event shall the amount billed by the Contractor exceed that amount attributed to the work completed as of the date of the bill or the full contract price.

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

- a. Exhibit A Scope of Work;
- b. Exhibit B, Contractor proposal dated December 2, 2105;

- c. Exhibit C, Site plan and plans for placement of the playground equipment;
- d. Required affidavits;
- e. Work schedule;
- f. Reporting and other requirements of the Program Open Space Grant;
- g. Insurance certificates;
- h. HGACBuy RFP and Contract requirements for PR 11-14.

In the event any term of the foregoing documents conflicts with the terms of this Agreement and exhibits, this Agreement shall prevail.

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

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent Contractor 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 Contractor is deemed not to be an independent Contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold

harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

7. **Insurance.** Contractor will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the City of College Park as an additional insured and shall provide an additional insured endorsement, with the exception of the workers' compensation insurance.

A. 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.

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

C. Workers' Compensation Insurance. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City prior to beginning work.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. 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 Contractor 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 contract, whether caused by the negligent or intentional act or omission on the part of the Contractor, its agents, servants, employees and subcontractors.

9. Licenses, Applicable Laws. Contractor will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. All services and materials provided by Contractor 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 workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor.

11. Subcontracting. The Contractor may not subcontract any other work required under this Agreement without the consent of the City. If the Contractor 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 Contractor 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 Contractor 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 contract.

13. Errors in Specifications. The Contractor 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 Contractor, whether by operation of law or in any other manner, without prior consent in writing from the City. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

16. Relief. The Contractor 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, Contractor consents to the City's entitlement to seek preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of 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 Contractor.

17. Termination for Default. Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Contractor to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, 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 Contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within 24 hours after receipt of notification, the City may terminate this Agreement. This provision shall not limit the City in exercising any other rights or remedies it may have.

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:

Scot Somers
City Manager
City of College Park
4500 Knox Road
College Park, MD 20740
240-487-3501
ssomers@collegeparkmd.gov

Playground Specialists, Inc.
17347 North Seton Avenue
Emmitsburg, MD 21727.

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 Contractor, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party 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 Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof or after termination of the relationship created hereunder, the City shall have the right to offset any amount so owed by the Contractor against any compensation due the Contractor from the City.

25. **Changes In Scope Of Work:** The City, without invalidating the Contract, may order written changes in the work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be authorized in writing by an authorized official of the City. Costs shall be limited to the following: actual cost of

materials and labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon. Such work must be authorized, in writing, by an authorized official of the City prior to starting extra work.

The City shall have authority to order minor changes in the work not involving an adjustment to the contract sum or extension of time and not inconsistent with the intent of the contract documents. Such changes shall be effected by a written change order.

26. Interpretation: Any questions concerning conditions and specifications shall be directed in writing to the City Manager or other official designated by the Mayor and City Council. No interpretation shall be considered binding unless provided in writing by the City Manager or other authorized official of the City. The execution of this Contract shall be prima facie evidence that the Contractor thoroughly understands the terms of this Contract.

27. 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 Contractor certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

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

28. Equal Benefits.

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

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

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

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

ATTEST:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

WITNESS:

PLAYGROUND SPECIALISTS, INC.

By: _____

Name:

Title:

APPROVED AS FORM AND TO LEGAL SUFFICIENCY:

Suellen M. Ferguson
City Attorney

City of College Park, Maryland
Old Town Playground
At the intersection of Columbia & College Avenues

Purpose

To provide a safe and interactive play environment for children that is ADA compliant.

Scope

The 5 – 12 year old play structure at this playground has fulfilled its useful life and is in need of replacement. The project will include the removal and disposal of the existing 5 – 12 year old play structure, 5 existing benches and one trash receptacle; design services, supply and installation of playground equipment, surfacing material and site furnishings at the site of the existing 5 -12 year old structure. Proposed play equipment shall be supplied by a manufacturer that is a member of the International Play Equipment Manufacturers Association (IPEMA) and all equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), and Consumer Product Safety Commission (CPSC) and IPEMA standards.

Playground systems shall meet the National Playground Standards as referenced in the American Society for Testing and Materials (ASTM) documents F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use (or most recent edition which will supersede), and ASTM 1292 Standard Specification for Impact Attenuation of Surface Systems under and around playground equipment as well as National Playground Standards as referenced in the U.S. Consumer Product Safety Commission's publication No. 325; *Handbook for Public Playground Safety* (or most recent edition which will supersede).

A design plan/scale drawing shall be provided for the 5 – 12 year old play structure that will fit into the existing play area. The new design and structure elements will meet the manufacturer's specifications and industry standards for installation. The new design will meet current ADA accessibility requirements. Color scheme for the play structure shall include blue posts and roofs, and tan panels.

Proposal

An itemized proposal for the project will include demolition & disposal of the existing structure and identified site amenities & surfacing material, grading/preparation of the play area, new equipment cost, installation and surfacing cost, site amenities, and site remediation as a result of construction. Include a list of qualified sub-contractors and/or installers that may be used for the project.

Proposals can be mailed, faxed or electronically sent to

Brenda Alexander
City of College Park DPW
9217 51st Ave.
College Park, MD 20740
Fax: 301 474-0825; email: balexander@collegeparkmd.gov



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.: **PR11-14**

Date Prepared: 12/2/2015

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	CITY OF COLLEGE PARK	Contractor:	Playworld Systems, Inc
Contact Person:	BRENDA ALEXANDER	Prepared By:	Steve Slifer
Phone:	OLD TOWN PLAYGROUND	Phone:	800/385-0075
Fax:		Fax:	
Email:		Email:	christines@playworldsystems.com

Catalog / Price Sheet Name:	2015 ComprehensivePriceList_HGACPricing.xls
General Description of Product:	Playground and Recreation equipment

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Part number and Description	Unit Pr	Total
1	Total of Playworld Systems product from Additional Section A worksheet	\$39,312.00	\$39,312.00
1	PR48install Installation of Equipment	\$11,390.00	\$11,390.00
1	PR48demo, demolition and removal of existing equipment	\$1,475.00	\$1,475.00
1	PR\$*planning, Planning and Design assistance of new playspace		\$0.00
1	204 linear feet 4 x 6 treated timbers two tiered	\$2,550.00	\$2,550.00
1	PR48pip, Poured in place surfacing		\$0.00
1	PR48fiber, Engineered wood fiber surfacing	\$1,961.00	\$1,961.00
1	PR48tile, Rubber tile surfacing		\$0.00
1	PR48misc, Misc items related items to complete playscape, EX, shelter, lighting, sidewalks, etc...		\$0.00
Subtotal A:			\$56,688.00

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
Total From Other Sheets, If Any:			\$0.00
Subtotal B:			\$0.00

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (Section A).	For this transaction the percentage is:	0%
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C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

Total From Other Sheets, If Any:			\$0.00
Subtotal C:			\$0.00
Freight			\$1,105.00
Tax			
Additional discount above 9% (delete this text if none)			-\$8,255.52
HGAC Discount on Playworld equipment (9%)			-\$3,538.08

Delivery Date:	D. Total Purchase Price (A+B+C):	\$45,999.40
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City of College Park

Old Town Playground



playground
Specialists Inc.

Office: 800-385-0075 • www.Playspec.com

City of College Park

Old Town Playground



playground
Specialists Inc.

Office: 800-385-0075 • www.Playspec.com

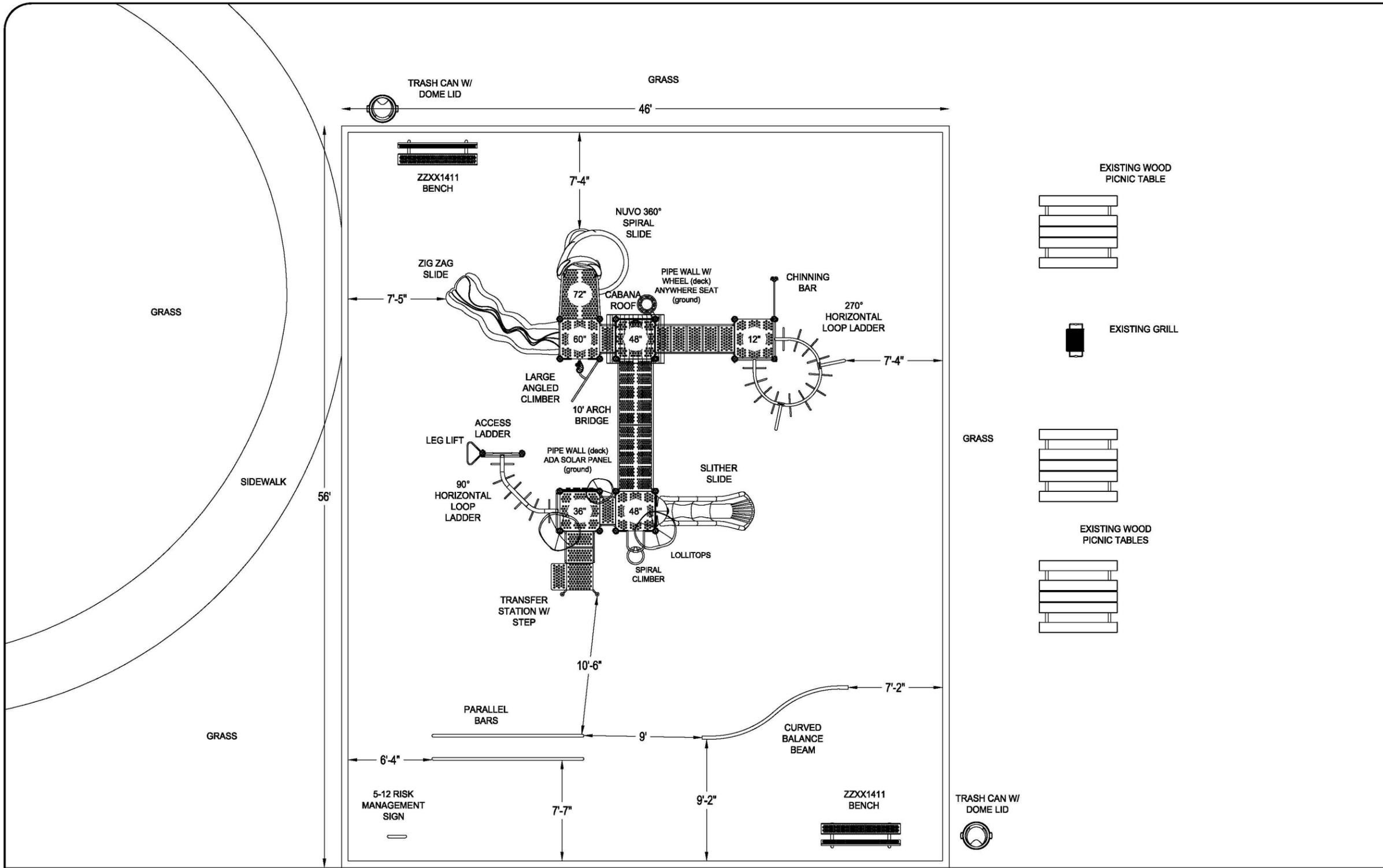
City of College Park

Old Town Playground



playground
Specialists Inc.

Office: 800-385-0075 • www.Playspec.com



PLAYGROUND SPECIALISTS INC.
11700 WHATES LN.
THURMONT, MD 21788

EQUIPMENT SIZE:
X' x Y' x Z'

USE ZONE:
X' x Y'

AREA: 2475 SqFt. PERIMETER: 200 Ft.

FALL HEIGHT:
8 Ft.

USER CAPACITY: 52 AGE GROUP: 5-12

- ✓ ASTM F1487-11
- ✓ CPSC #325



PROJECT NO: P111315-5D SCALE: 1/8"=1'-0"

DRAWN BY: JSTONE Paper Size

DATE: 02-DEC-15 Paper Size B

*PLAYGROUND SUPERVISION REQUIRED

City of College Park
Old Town Playground

4

Council approval of
Mayor Pro Tem
appointment

MEMORANDUM

TO: Mayor and City Council
FROM: Janeen S. Miller, City Clerk
DATE: December 15, 2015
RE: Council vote needed on appointment of Mayor Pro Tem

ISSUE

Per section C3-6 B (2) of the City Charter, “The Mayor shall, as soon after he/she has taken office as may be practicable, appoint from among the membership of the Council a Mayor Pro Tem, subject to the approval of the Council.”

SUMMARY

Mayor Wojahn appointed Councilmember Dennis as Mayor Pro Tem on December 7, 2015, but the Council did not approve the appointment. Therefore, on January 12, the Council should vote to approve this appointment.

RECOMMENDATION

Staff suggests placing this on the Consent Agenda for the January 12 meeting.

5

Noise Control Board recommendations

MEMORANDUM

TO: Mayor and Council

THROUGH: Scott Somers, City Manager

FROM: Robert W. Ryan, Public Services Director 

DATE: December 30, 2015

SUBJECT: Discussion of Noise Control Board Recommendations

ISSUE

During recent meetings of the Noise Control Board (NCB), Board members discussed several issues which they believe may impact the effectiveness and efficiency of Board hearings. They wish to discuss these with the City Council.

SUMMARY

The NCB conducts administrative hearings as authorized by the City Code, Chapter 138, Noise. The Chairman of the NCB, Alan Stillwell, met with the Council Tuesday, September 22, 2015 during the Council's review of Boards and Committees. Mr. Stillwell reviewed the function of the NCB and the hearing protocol they follow. Mr. Stillwell advised the Council that the NCB would be following up with some recommendations for Council consideration.

At subsequent NCB meetings, the following issues were discussed and determined that they would be presented to the Council for consideration.

1. Discuss the possibility and feasibility of raising fines.

Currently the state imposed limit to municipal Infraction fines is \$1,000. The City noise code violation fine structure is \$500 for first offense, and \$1,000 for repeat violations within any 6 month period. The NCB is authorized to reduce the fine for a first offense, using the criteria the Council has established in Chapter 138. A person found to responsible for a violation by the NCB may appeal the municipal infraction to the District Court. Judges often reduce municipal infraction fines.

2. Request that the City Attorney determine whether social media advertising by a third party may be used as a valid defense; and, whether criminal, or other, charges may be brought for use of social media to generate a large uncontrolled party. Similar to charges of "inciting a riot", could a charge of "tweeting a mob" be brought?

A trend has been noted by the NCB, of persons accused of a noise code violation resulting from a large party claiming that their party was posted on social media by an unauthorized person or attendee at their party. The NCB has continually admonished the

accused that they are still responsible and should be the first one to call police for assistance in quieting the party and dispersing uninvited guests.

3. Should the NCB rules and procedures recess an administrative hearing, and dismiss the case immediately, when there are not two credible witnesses to testify?

The NCB has experienced scheduled hearings where only one actual witness to the event under consideration is in attendance. Other witnesses to other events at the same location may come to testify, but the NCB must focus on the specific incident noted in the complaint, not any other undocumented events. In these situations the NCB has continued to hear testimony, but transitions to a mediation process rather than a hearing to determine responsibility for a violation.

4. Chapter 138-6, E, should be revised and clarified, to include criteria for referral of a property owner to the County Nuisance Abatement Board.

The process described in this section has not been implemented in the past 20 years and the BOHH was replaced by the APC for these kinds of hearings. The process, described in the Code, would require the combination of three actual violations verified and determined by the NCB or District Court trial, not merely complaints received. It is unlikely to achieve three confirmed violations within a twelve month period due to common use of the appeals process. Further, revocation of the City Residential Occupancy Permit may not achieve the immediate results expected by the complainants. It would not, for example, result in immediate eviction of tenants. The NCB discussed the possibility of using the County Nuisance Control Board process and establishing more achievable criteria, such as five violations in five consecutive years for a specific property.

5. Initiate a public awareness campaign to promote the responsibility of party sponsors to call police when their party is crashed by uninvited guests, and to avoid uninvited guests as the result of social media.

Efforts to promote this information will include use of City sponsored public information, including annual “Knock and Talk” visits to likely party houses, property owner assistance, and any other means of distribution available. A post spring break 2016 campaign is anticipated.

RECOMMENDATION

Staff recommends that the Council discuss these issues with NCB representatives at the January 5, 2016 Worksession.

Attachments

1. Chapter 138, Code of the City of College Park
2. Section 14-173 – Nuisance Abatement Board, Prince George’s County

City of College Park, MD
Wednesday, December 30, 2015

Chapter 138. Noise

[HISTORY: Adopted by the Mayor and Council of the City of College Park 9-10-1985 by Ord. No. 85-O-5; amended in its entirety 3-24-1998 by Ord. No. 97-O-25. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Dogs and other animals — See Ch. 102.

Fees and penalties — See Ch. 110.

Nuisances — See Ch. 141.

Peace and good order — See Ch. 148.

§ 138-1. Statement of findings.

The City Council finds that the people of this city have a right to an environment that is free from noise that may jeopardize their health, general welfare or property and that there is a substantial body of knowledge on the adverse effects of excessive noise on the public health, general welfare and property.

§ 138-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ANSI

The American National Standards Institute or its successor bodies.

BOARD

The Noise Control Board of the City of College Park, Maryland.

DAY

The period between 7:00 a.m. and 8:00 p.m.

dBA

The abbreviation for the sound level in decibels determined by the A-weighting network of a sound-level meter or by calculation from octave band or 1/3 octave band.

dB(C)

The abbreviation for the sound level in decibels determined by the C-weighting network of a sound level meter meeting the standards set forth in ANSI S1.4-1983 or its successors.

[Added 8-14-2007 by Ord. No. 07-O-16]

DECIBEL (DB)

A unit of measure, on a logarithmic scale, or the ratio of a particular sound pressure squared to a standard reference pressure squared. For the purpose of this chapter, 20 micropascals shall be the standard reference pressure.

DIRECTOR

The Director of the Department of Public Services of the City of College Park.

EXTRANEIOUS SOUND

A sound which is relatively intense, intermittent and of short duration and is neither part of the neighborhood residual sound nor the sound source under investigation.

[Added 8-14-2007 by Ord. No. 07-O-16]

NEIGHBORHOOD RESIDUAL SOUND LEVEL

The measured value which represents the sum of the sound from all discrete sources affecting a given site at a given time, exclusive of extraneous sounds, and those from the source under investigation. "Neighborhood residual sound level" is synonymous with "background sound level."

[Added 8-14-2007 by Ord. No. 07-O-16]

NIGHT

The period between 8:00 p.m. and 7:00 a.m.

NOISE

The intensity, frequency, duration and character of sound, including sound and vibration of subaudible frequencies.

SOUND AMPLIFIER

Any radio receiving set, microphone, musical instrument, phonograph, speaker(s) or other machine or device for the producing or reproducing of sound.

SOUND LEVEL

The measured level in decibels which represents the summation of the sounds from the sound source under investigation and the neighborhood residual sounds which affect a given place at a given time, exclusive of extraneous sound sources. In decibels, the weighted sound-pressure level measured by the use of a sound-level meter satisfying the requirements of ANSI S1.4, 1971, Specifications for Sound-Level Meters. "Sound level" and "noise level" are synonymous.

[Amended 8-14-2007 by Ord. No. 07-O-16]

SOUND-LEVEL METER

An instrument meeting ANSI S1.4, 1971, Specifications for Sound-Level Meters, comprising a microphone, an amplifier, an output meter and a frequency-weighting network or networks that is used for the measurement of sound-pressure levels in a specified manner.

SOUND PRESSURE

Minute fluctuations in atmospheric pressure which accompany the passage of a sound wave.

SOUND-PRESSURE LEVEL

In decibels, 20 times the logarithm to the base 10 of the ratio of sound pressure to the reference sound pressure of 20 micropascals (20 micronewtons per square meter). In the absence of any modifier, the level is to be that of a root mean square pressure.

§ 138-3. Noise Control Board.

A. Creation and membership.

- (1) There is hereby created a Noise Control Board to assist and advise the City in its noise control efforts; to coordinate the exchange of noise control information with the Maryland Department of Health and Mental Hygiene and other public bodies, agencies or commissions; to hold hearings and make findings; and to promulgate rules to implement this chapter.
- (2) The Noise Control Board shall consist of five members, four of whom shall be appointed by the Council members, one from each of the four election districts, and one of whom shall be appointed by the Mayor.
- (3) In addition to the foregoing membership, there shall be two alternate members appointed at large by the City Council who may attend all Noise Control Board meetings. In the absence of any regular member of the Noise Control Board, the Chairperson may designate one of the alternate members to participate in

the hearing of and decision on any matter coming before the Noise Control Board. In the absence of two or more regular members of the Noise Control Board, the Chairperson shall designate one or both of the alternate members to participate in the hearing of and decision on any matter coming before the Noise Control Board.

- B. A quorum of the Noise Control Board shall consist of three members.
- C. Members of the Noise Control Board shall be appointed to terms of four years.
- D. The members of the Noise Control Board shall select from among themselves a Chairperson.

§ 138-4. Effect on state standards; notification of state.

- A. Nothing herein shall be construed as promulgating a standard less stringent than the environmental noise standards and sound-level limits adopted under Title 3 of the Environment Article of the Annotated Code of Maryland, as amended from time to time.
- B. In accordance with Title 3 of the Environment Article of the Annotated Code of Maryland, the City shall send to the Maryland Department of the Environment a copy of each noise control ordinance, rule or regulation that it adopts and identify on each Zoning Map, Comprehensive Plan or other appropriate document the sound-level limits that are adopted.

§ 138-5. Prohibited acts.

[Amended 8-14-2007 by Ord. No. 07-O-16]

- A. Unless it is for the purpose of necessary property maintenance during the day, it shall be unlawful:
 - (1) For any owner or occupant of real property located within the City to make or to generate loud or raucous sound on said property, or to permit any loud or raucous sound to be made or generated on said property, so as to cause unreasonable annoyance or disturbance to others living or located nearby;
 - (2) For the owner or occupant of real property located within the City to make any noise or operate any sound amplifier on said property, or to permit any noise to be made or any sound amplifier to be operated on said property, so as to be clearly audible to any person located beyond the property line of such property at a level higher than 65 dBA during the day or 55 dBA during the night, as such sound may be measured from any point along the curb in front of the property line upon which the noise is being generated or at any place on adjacent property, provided that the person measuring the sound shall first obtain the permission of the adjacent property owner to enter upon said property; and
 - (3) No person shall cause, suffer, allow or permit the operation of an amplified source of sound in such a manner that it raises the total sound levels to greater than the following permissible sound level limits, when measured from within a building on an adjacent property.
 - (a) dBC above neighborhood residual sound level.
 - [1] Nights: three dBC.
 - [2] All other times: six dBC.
 - (4) For the owner or occupant of real property located within the City to permit guests or invitees to such property to make noise on adjacent property, whether public or private, where that noise, if made or generated on the property itself, would violate Subsection **A(1), (2)**, or (3) of this section.
- B. In the case of real property which is not occupied by the owner of such property, it shall be unlawful for the owner of such property to permit the occupants of such property to violate the provisions of Subsection **A** of this section; provided, however, that the owner of such property shall not be deemed to have violated this subsection unless:

- (1) Such owner or the agent of such owner shall have received notice or other information, from any source, that the occupant of such property has engaged in conduct or is alleged to have engaged in conduct which violates Subsection **A** of this section on one or more prior occasions, without regard to whether such conduct has been the subject of a finding of a violation of this section by the Noise Control Board or by a court of competent jurisdiction; or
 - (2) Such owner or the agent of such owner has failed to take action reasonably calculated under the circumstances to prevent a violation of this section from occurring or recurring.
- C. A violation of this section shall be a municipal infraction, subject to the fine imposed by Chapter **110**, Fees and Penalties.
- D. Each repeat violation within a six-month period shall give rise to a charge as set forth in Chapter **110**, Fees and Penalties.

§ 138-6. Violations and penalties.

[Amended 2-22-2000 by Ord. No. 00-O-2; 8-14-2007 by Ord. No. 07-O-16]

- A. Code Enforcement or Law Enforcement Officer. When a City Code Enforcement Officer, or a state, county, University of Maryland or other law enforcement officer chosen by the City, determines, based upon the results of a test conducted using a calibrated sound-level meter, that noise is being or has been generated in violation of § **138-5A(2)** or **(3)** of this chapter, he/she shall issue a municipal infraction citation to the violator(s) in accordance with the provisions of Article 23A, § 3, of the Annotated Code of Maryland. In the event that more than one owner and/or more than one occupant of the real property is alleged to have violated the provisions of this chapter, a municipal infraction citation shall be issued to each alleged violator.
- B. Noise Control Board.
- (1) When two or more City residents submit written complaints that noise is being or has been generated in violation of § **138-5A(1)** or **138-5A(4)** of this chapter, which complaints shall be delivered to the City Clerk, or postmarked, within 15 days of the alleged violation, the Director shall:
 - (a) Schedule a hearing before the Noise Control Board within 30 days of receipt of complaints referred to in this section; and
 - (b) Give notice of the alleged violation to the owner and the occupant(s) of the property upon which such violation has allegedly occurred.
 - (2) When a violation of § **138-5** of this chapter has been alleged in accordance with the provisions of Subsection **B** of this section, the Noise Control Board shall conduct a hearing for the purpose of determining whether such violation has occurred.
 - (3) When the Noise Control Board determines, in accordance with the provisions of § **138-8** of this chapter, that a violation of § **138-5** has occurred, the Director shall notify the violator of the determination of the Noise Control Board that a violation has occurred and shall cause a municipal infraction citation to be issued to the violator, in accordance with the provisions of Article 23A, § 3, of the Annotated Code of Maryland.
- C. (Reserved)
- D. The City may seek court action to abate any noise nuisance in lieu of or in addition to any other enforcement remedies that may be available pursuant to this chapter.
- E. In addition, the Public Services Director shall schedule a show-cause hearing before the College Park Board of Housing Hygiene as to why the City use and occupancy permit for the property should not be revoked for three or more violations of the provisions of this chapter within any twelve-month period, and may otherwise request such a hearing for violations of this chapter at his/her discretion.

§ 138-7. Notice.

- A. The notice required to be given by the Director in accordance with § **138-6B(1)(b)** of this section shall: [Amended 2-22-2000 by Ord. No. 00-O-2]
- (1) Be in writing;
 - (2) Include a statement of the reasons why it is being issued;
 - (3) Be served upon the owner or his agent and the occupant of the property upon which the alleged violation occurred;
 - (4) Include a statement that the hearing referred to in § **138-6B(1)(a)** of this section will be held before the Noise Control Board on a specified date and at a specified time for the purpose of determining whether a violation of this chapter has occurred.
- B. Service of the notice on the owner or his agent and the occupant of the property pursuant to Subsection **A(2)** of this section shall be made by certified mail, return receipt requested. In the event that such notice is returned undelivered, service shall be sufficient if mailed by regular mail and posted on the property where the violation is alleged to have occurred.

§ 138-8. Proceedings of Noise Control Board.

- A. A hearing of the Noise Control Board conducted pursuant to § **138-6B** of this chapter shall be open to the public; however, members of the public shall not participate in said hearing unless designated as witnesses by either the complainant(s) or the respondent(s), unless such participation is specifically requested by a member of the Noise Control Board.
- B. The proceedings of the Noise Control Board shall be taperecorded and the recording of the proceedings shall be retained by the City for a period of not less than one year. The contents of the tape-recording shall not be transcribed, unless otherwise required by law or requested by the Noise Control Board.
- C. Minutes of the proceedings of the Noise Control Board shall be taken by the Secretary, when present, and shall be approved at the next meeting of the Noise Control Board.
- D. Notwithstanding the provisions of Subsection **A** of this section, the Noise Control Board may, in its sole discretion, recess into closed session as part of its deliberative process with respect to alleged violations of § **138-5** of this chapter prior to announcing its decision or determination and to consider the substance of any rules and regulations to be promulgated pursuant to Subsection **E** of this section, provided that:
- (1) The exercise of the authority to deliberate in a closed session shall require a motion and an affirmative vote thereupon by a majority of the members of the Board present and eligible to vote;
 - (2) Notwithstanding the provisions of Subsection **B** of this section, the proceedings of the Noise Control Board after an affirmative vote to recess into closed session shall not be tape-recorded; however, minutes of the closed session shall be kept which shall not be open to public inspection unless a majority of the members of the Noise Control Board votes in favor of disclosing said minutes; and
 - (3) Following its deliberations, the members of the Noise Control Board shall reconvene in open session for the purpose of entertaining a motion with respect to the Board's determination as to whether there has been a violation of this chapter. Where the property upon which the violation in question allegedly occurred is occupied by a person other than the owner of such property, the Board's determination shall separately and specifically address whether a violation has been committed by both the owner and the occupant.
- E. The members shall adopt such other and additional rules and regulations as may be necessary with respect to procedural matters for the conduct of the hearings required by § **138-6B** of this chapter.

§ 138-9. Imposition of a fine by Noise Control Board.

- A. Except as set forth in Subsection **C** of this section, in the event that the Board finds that a violation of § **138-5** has occurred, it shall impose the fine set forth in Chapter **110**, Fees and Penalties.
[Amended 2-22-2000 by Ord. No. 00-O-2]
- B. In the event that the Board finds that the owner and the occupant of real property have each violated this chapter, the Board shall impose a fine as set forth in Chapter **110**, Fees and Penalties, upon the owner and the occupant.
[Amended 2-22-2000 by Ord. No. 00-O-2]
- C. In the event that there are more than one owner and/or more than one occupant, the fine shall be imposed upon each owner and upon each occupant who has been found in violation of the this chapter, except that in the event that there is more than one occupant, the fine shall be divided proportionately among those occupants who have been found to have violated this chapter, with the amount of the fine imposed on each occupant rounded to the nearest dollar; provided, however, that in the event that the property is leased to a corporate entity, the fine for a violation by an occupant shall be imposed upon such corporate entity.
- D. The Board shall consider with respect to whether the evidence indicates that significant mitigating factors warranting a reduction in the amount of the fine to be imposed are present:
- (1) Whether person subject to a fine has a past record which is free of any violation of this chapter;
 - (2) Whether the person subject to a fine has taken action reasonably calculated under the circumstances to prevent or mitigate future violations of this chapter;
 - (3) Whether the present demeanor of the person subject to a fine indicates that such person is remorseful with respect to the violation and demonstrates a sincere desire to prevent future violations of this chapter, including whether such person has apologized, prior to the hearing, to the persons who were disturbed by the violation;
 - (4) Whether the violation was not so egregious or lengthy in duration that a reasonable person would view the violation as reprehensible.
- E. For each factor set forth in Subsection **D** above which is satisfied by the evidence, the Board shall reduce the fine set forth in Chapter **110**, Fees and Penalties, by \$125.

§ 138-10. Copies of provisions to be provided.

[Amended 2-22-2000 by Ord. No. 00-O-2]

Owners of rental housing shall ensure that a copy of this chapter or a housing rights and responsibilities publication produced by the city is furnished to each tenant. The city shall make available a copy of this chapter or the housing rights and responsibilities publication to each applicant for an annual occupancy permit.

Sec. 14-173. - Nuisance Abatement Board.

(a) Creation.

- (1) There is hereby created and established a Board to be known and designated as the Nuisance Abatement Board.
- (2) The Board shall consist of seven members. There shall be a representative from the Police Department, the Department of Permitting, Inspections, and Enforcement, and the Fire/EMS Department. The other four citizen members shall be appointed by the County Executive and approved by the County Council to serve staggered terms of two years each. At least one of the citizen appointees shall represent the business community. Additionally, a citizen appointee shall be designated as the Chair of the Board.
- (3) Any member who fails, without an excused absence, to attend two (2) consecutive meetings of the Board, or six (6) or more meetings in any given calendar year, shall be considered to have resigned from the Board.
- (4) Any member may be removed by the County Executive, pursuant to Section 507 of the County Charter.

(b) Powers and duties.

- (1) The Board shall hear complaints which allege that any premises constitute a public or neighborhood nuisance.
- (2) Upon the receipt of such an allegation, the Board shall give notice and an opportunity for a hearing to determine whether a public or neighborhood nuisance exists in the premises to the owner, lessor, lessee, mortgagor, and mortgagee of the premises.
- (3) The notice shall state the date, place, and time of the hearing, the right of the aforesaid persons to be heard and to be represented at the hearing, the possible consequences of failure to appear, and such other information as may be appropriate.
- (4) The notice shall be by United States Postal Service certified mail and addressed to said owner or other responsible person at the last known address or the address shown on the real property tax records in the Treasurer's Office for Prince George's County. In the event that such notice is returned by the postal authorities, the Board shall cause a copy of the notice to be personally served upon the owners or other responsible persons of the premises or upon the agent of the owner thereof. In the event that personal service cannot be accomplished, as aforesaid, after reasonable efforts, then notice shall be accomplished by physical posting on the premises.

(c) Hearing.

- (1) The Board shall conduct a public hearing on the complaint not less than ten days after the Board has mailed a copy of the notice and complaint to the property owner. At the hearing the Board shall receive evidence pertaining to the unlawful activity at the premises. The Board may also consider evidence of the general reputation of the place or the premises, but such evidence in and of itself shall not be sufficient to establish the existence of the nuisance.
- (2) At the hearing, the owner shall have an opportunity to demonstrate that the notice was issued on insufficient grounds, or that a nuisance does not exist and therefore no adverse action should be taken.
- (3) The lack of knowledge of, acquiescence or participation in, or responsibility for a public or neighborhood nuisance on the part of any person who may be the owner, lessor, lessee, mortgagor, mortgagee, or other interested person and all those persons in possession of or having charge of as agent or otherwise, or having any interest in the property, real or personal, used in conducting or maintaining the public or neighborhood nuisance, is not sufficient grounds to dismiss the hearing.
- (4) Any State, County, or municipal law enforcement agency, fire department, or any other County or municipal agency or department authorized to issue citations or corrective orders must show, by a preponderance of the evidence, that a public or neighborhood nuisance does exist at the premises, and that the property owner, lessee, resident, or agent has failed or refused to cooperate with attempts to abate the nuisance.

- (5) The Board shall stay their proceedings against a landlord if the tenant's actions are the basis for the complaint and the landlord provides evidence that they have filed a complaint in the District Court to repossess the leased premises.
- (d) Order.
- (1) After notice and an opportunity for a hearing, if five of the seven Board members concur, the Board is authorized:
- (A) To order the discontinuance of the public or neighborhood nuisance in the premises where the public or neighborhood nuisance exists; and
- (B) To order the closing of the premises to the extent necessary to abate the nuisance, and keep it closed for a period not to exceed one (1) year.
- (C) To request, for a residential property, the appropriate County department or agency, to exercise authority under Subtitle 13 of the County Code, including but not limited to suspension or revocation of a rental license or creation of a tax lien.
- (2) An order of the Board issued pursuant to this Division shall be posted on the premises and notice thereof shall be given to those persons and in the manner set forth in Subsection (b). On and after the tenth business day following the posting, the order may be enforced. The Board may vacate the provisions of the order to close if an interested person posts a bond for the period of the ordered closing in an amount not to exceed the assessed value of the premises as shown in the tax assessment records, prorated for the proportional assessment of units closed if less than all units therein are closed, but not to exceed One Million Dollars (\$1,000,000) in any case, and submits reasonably adequate proof to the Board that the nuisance has been abated and will not be maintained or permitted in any unit of the premises during the period of the ordered closing.
- (3) A closing directed by the Board pursuant to this Division is not an act of possession, ownership, or control by Prince George's County.
- (4) The Board shall produce a written decision detailing the Board's final order or action no later than fifteen (15) days after the conclusion of the hearing.

(CB-63-1993; CB-79-1994; CB-26-2013; CB-59-2013; CB-77-2013; CB-27-2014; CB-82-2014)

6

Pepco's 2016 line clearance work in the City



*M&C
Somers
gardiner
Stumpf
Alexander*

RECEIVED

SEP 28 2015

City of College Park
Administration Office

September 25, 2015

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

Dear Mayor Fellows:

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

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

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

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

Best regards,


Jerry Pasternak
Vice President



PEPCO TREE WORK IN COLLEGE PARK

BE INFORMED ABOUT YOUR TREES KNOW YOUR RIGHTS

Pepco is performing tree trimming and removals in your neighborhood this year to improve reliability and reduce outages caused by trees.

Notification by Pepco

Pepco shares its tree trimming plans and schedules in College Park with the City Department of Public Works (City DPW). Pepco will continue to work with the community to keep neighborhoods informed of when and where crews will be working.

Planning for Tree Trimming and Removal

Pepco vegetation management professionals and arborists will meet with City DPW staff to review tree trimming plans for trees in the City right-of-way. Pepco and City officials will jointly assess every tree in the public right-of-way considered for removal. The City can approve or deny tree trimming or removal in the public right-of-way, which is documented and reported to the Maryland Public Service Commission.

Elected officials and civic associations can access tree trimming and removal information through the City DPW to share with residents. Tree maintenance might not be scheduled this cycle for every street. If you would like more information, please contact City DPW at 240-487-3590 or publicworks@collegetparkmd.gov

The City will request replacement trees when trees threatening power lines in the right-of-way are removed. The City promotes Pepco's 'Right Tree, Right Place' policy to reduce the need for future trimming. Trees will be replaced with appropriate species that will not impact power lines in the future. A third party will audit and review all completed work.

Trees on Private Property

Pepco has easement rights which allow tree pruning or removal without permission in some areas. Pepco will send letters to customers in areas where work is scheduled to be performed. Pepco arborists will leave a door hanger with contact information if there is a tree on private property planned for trimming or removal.

Be Proactive: If residents do not want crews to trim or remove trees on their property, please notify Pepco before crews arrive, so Pepco can contact you to address your concerns. Residents and the community should be aware that untrimmed trees near power lines may cause future power outages. Customers who choose not to allow Pepco to perform tree trimming or tree removal on their properties will be documented. Pepco provides vouchers for tree replacements from local nurseries for customers who have trees removed. If you are concerned and would like additional information about the tree trimming planned on your property, please contact the certified arborist's phone number on the door hanger to discuss your concerns.



Pepco Vegetation Management



Mayor and Council
City of College Park

Presented by:
Jerry Pasternak, Vice President, Pepco Region
Dan Landry, Senior Staff Forester

January 5, 2016

Agenda

- Background
 - 2010 storms
 - Maryland Public Service Commission Case No. 9240
- Legal and regulatory framework
 - Maryland Electricity Service Quality and Reliability Act
 - Maryland Service Quality and Reliability Standards
- Pepco Vegetation Management Program
- Customer communications
- Reliability improvements
- Conclusion

Vegetation management is important for two reasons: SAFETY AND RELIABILITY



Two Major 2010 Winter Storms

- February 5, 2010
 - 217,472 Pepco customers affected
- February 9, 2010
 - 19,802 Pepco customers affected



Three Major 2010 Summer Storms

- July 25, 2010
 - 297,000 Pepco customers affected
- August 5, 2010
 - 75,000 Pepco customers affected
- August 12, 2010
 - 98,000 Pepco customers affected



IN THE MATTER OF AN INVESTIGATION INTO THE RELIABILITY AND
QUALITY OF THE ELECTRIC DISTRIBUTION SERVICE OF POTOMAC
ELECTRIC POWER COMPANY

First Quartile Consulting Inc. and Silverpoint Consulting:

- Pepco's system is particularly vulnerable to damage from trees and trees constitute the primary cause of most potentially-preventable outages in Pepco's Maryland service territory.
- Pepco has not effectively maintained the vegetation surrounding its sub-transmission and distribution system and that that neglect was the "primary root cause of Pepco's outages" during both minor event days and major storms.
- Inadequate vegetation management is the primary cause of Pepco's reliability problems in Maryland.

Case No. 9240

August 12, 2010

IN THE MATTER OF AN INVESTIGATION INTO THE RELIABILITY AND
QUALITY OF THE ELECTRIC DISTRIBUTION SERVICE OF POTOMAC
ELECTRIC POWER COMPANY

The Commission:

- “We find that Pepco’s low level of reliability stems directly from its poor vegetative management practices.”
- “We find that Pepco sustained dramatically higher outage durations and frequencies in 2010 because of inadequate vegetation management over time.”

Legal and Regulatory Framework

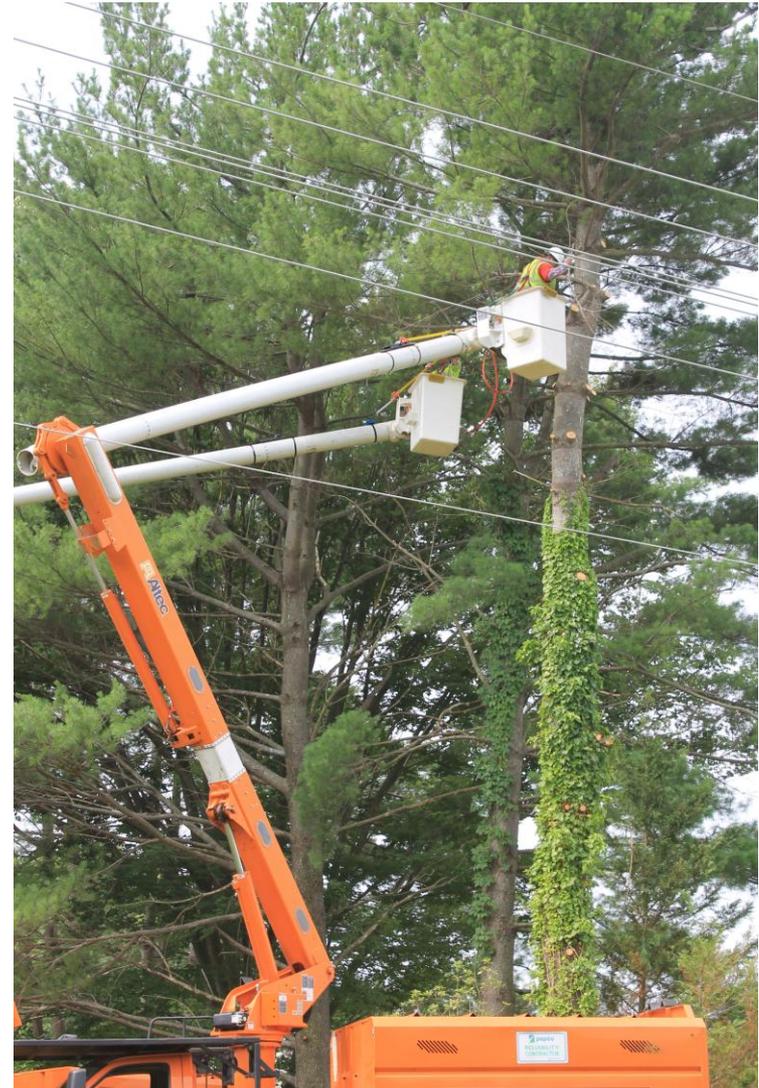
- Maryland Service Quality and Reliability Act
 - Passed in 2011 by the Maryland General Assembly
 - Requires the Public Service Commission to adopt regulations on or before July 1, 2012 that implement service quality and reliability standards relating to the delivery of electricity, including standards relating to vegetation management

Legal and Regulatory Framework

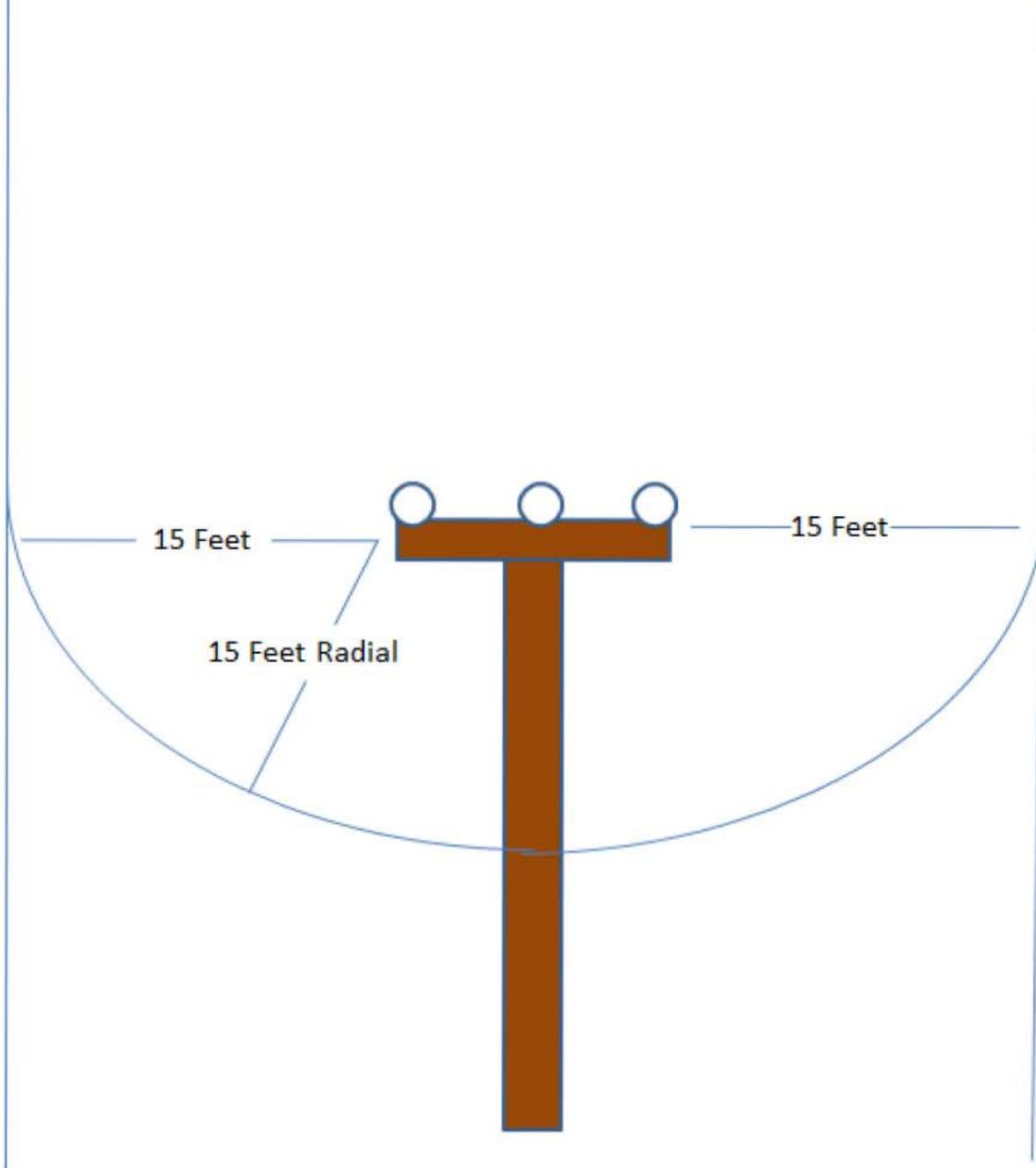
- Maryland Service Quality and Reliability Standards—RM43
 - Adopted by Public Service Commission May 28, 2012
 - Developed by a panel that included PSC staff, Office of People’s Counsel, Montgomery County, Maryland Department of Natural Resources, consumer advocacy groups, and power utilities serving customers in Maryland
 - Requires utilities to be more comprehensive in tree pruning around electric facilities, including power lines, poles, transformers, substations and rights of way

Minimum RM43 Clearances

- Greater than 34.5kV
 - Horizontal—Greater of 4 year growth clearance or 15 feet
 - Clearance beneath conductor is measured radially from the horizontal requirement
 - Vertical—Blue sky at horizontal clearance measurement



Note that 15 Feet represents the > of 15 Feet or Cycle Length Clearance

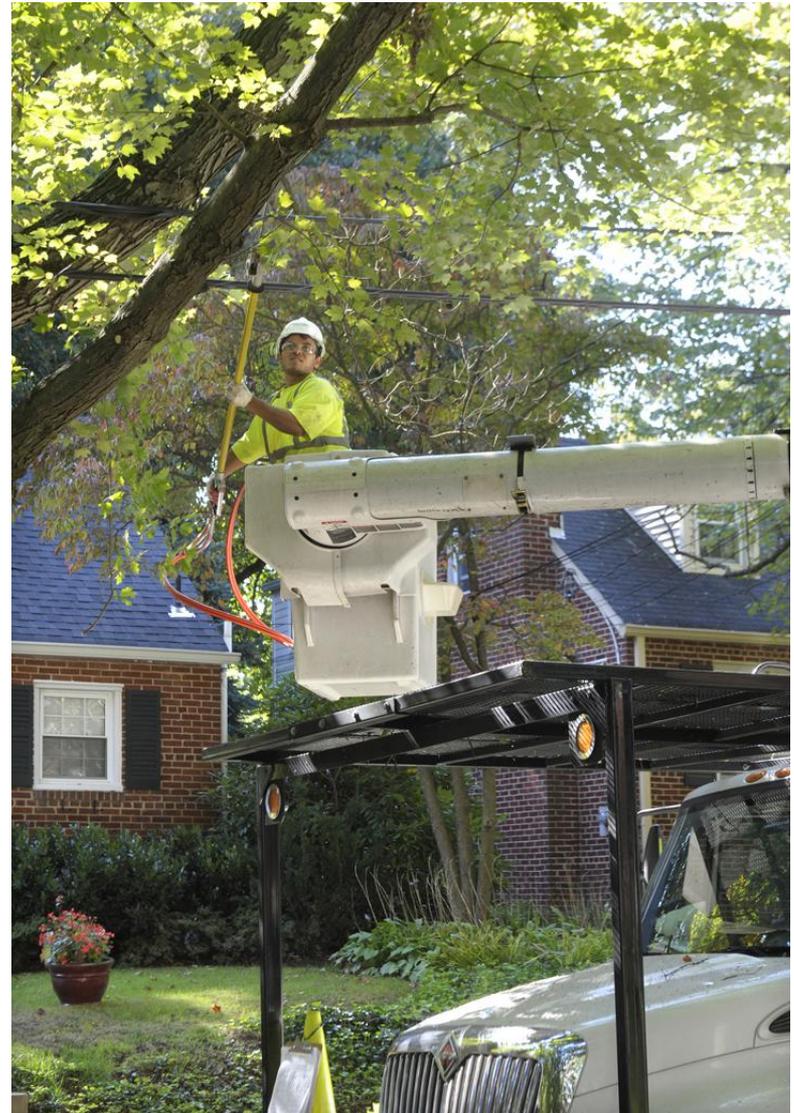


Clearances achieved at time of trimming

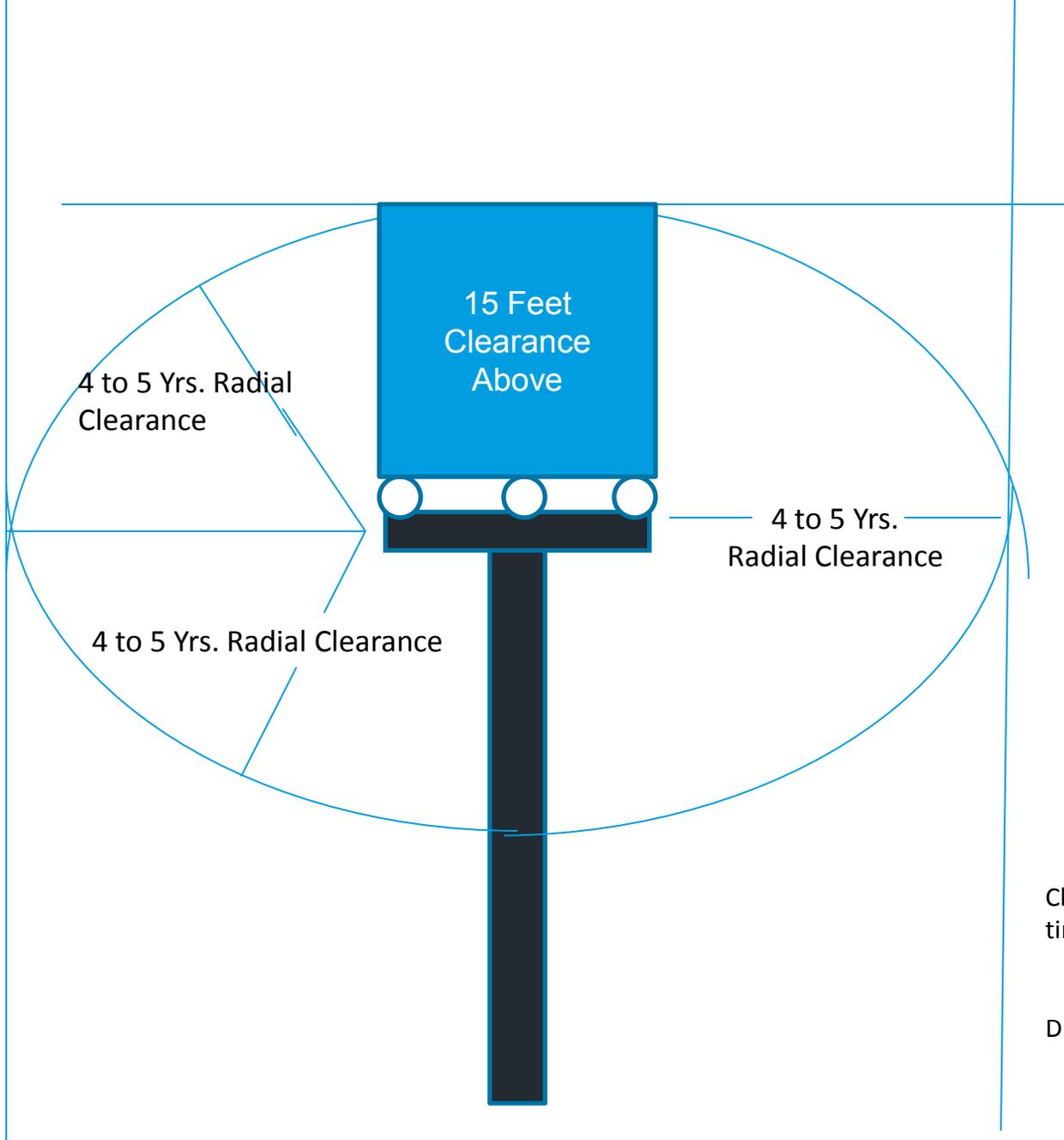
Drawing Not To Scale

Minimum RM43 Clearances

- Less than 14kV but at least 600 volts – Beyond the First Protective Device
 - Horizontal - 4 year growth clearance
 - Clearance beneath conductor is measured radially from the horizontal requirement
 - Vertical - 15' at horizontal clearance measurement



055



Clearances achieved at time of trimming

Drawing Not To Scale

Pepco Vegetation Management Program

- Independent Planning Contractor
- Staff Forester Project Manager
- Independent Tree Pruning Contractor
- Complete 100% inspection of all preventive maintenance
- Utilize a third party independent Quality Control Arborist

Customer Communications

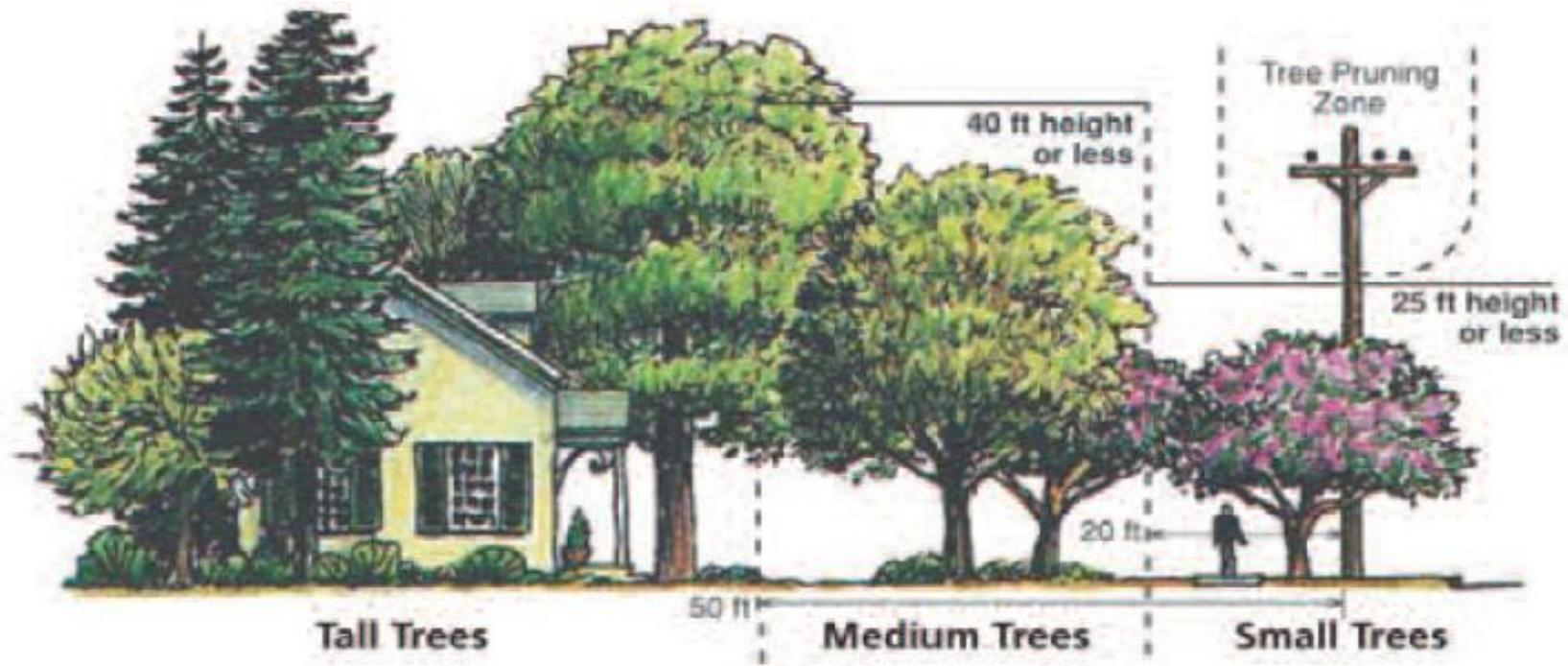
- We view every customer interaction as an opportunity to improve the way we communicate with our customers.

- For RM43 work performed on a distribution feeder, there are multiple methods of customer communication:
 - RM43 letter
 - Door knock
 - Door hanger
 - Phone call
 - Face to face meeting

- Close coordination with municipality (DPW, town arborist)

Right Tree, Right Place

- Customers are reminded to consider the location of overhead utility lines when choosing replacement trees
- Remember, cables and pipes are buried underground as well. Consider that before planting



Conclusion



- Our work and commitment have significantly reduced both the frequency and duration of power outages.
- Vegetation management is critical to providing safe and reliable electric service.
- We look forward to continuing the partnership we have with the City.

7

College Park
Community
Foundation

8

DSP 13045
Greenbelt Station
South Core Phase III

MEMORANDUM

TO: Mayor and Council

THROUGH: Scott Somers, City Manager
Terry Schum, AICP, Planning Director *TS*

FROM: Miriam Bader, AICP, Senior Planner *MB*

DATE: December 30, 2015

SUBJECT: Detailed Site Plan 13045
Greenbelt Station-South Core, Phase III
UPDATE

ISSUE

The applicant, Woodlawn Development Group (WDG), came before the Mayor and Council at its November 17, 2015, worksession meeting to discuss their Detailed Site Plan (DSP) submittal for Phase III of the Greenbelt Station South Core development. At their regular meeting, November 24, 2015, the Mayor and Council moved to table the request until the January 5, 2016 worksession meeting in order for City of College Park staff to meet with City of Greenbelt staff to obtain comments on a practical location for a pedestrian overpass.

The applicant is in the process of revising their DSP submittal based on comments they received from the City of Greenbelt, the City of College Park and Maryland-National Capital Park and Planning Commission staff. The Technical Staff report will not be completed until the revised DSP has been submitted and referrals have been distributed. The Prince George's County Planning Board hearing, previously scheduled for January 7, 2016, is tentatively scheduled for February 4, 2016. The Greenbelt City Council is anticipated to take a position on January 11, 2016. They would like to receive input from the City of College Park regarding the pedestrian overpass.

SUMMARY

The project is located entirely within the City of Greenbelt and is subject to a Development Agreement between Greenbelt and the Developer. As a result, City staff's review and comments are limited to those issues that directly impact the City of College Park. The main concerns are the location of a pedestrian bridge crossing over the WMATA/CSX rail corridor and noise impacts from a required noise wall.

City of College Park staff met with City of Greenbelt staff on December 4th to discuss acceptable locations for the pedestrian overpass based on plan revisions made by the Applicant.

Toole Design was requested to propose additional options focused on connecting to new green space provided in the revised plan. On December 28th, College Park and Greenbelt staff met to discuss Toole Design's revised report (Attachment 1). It was determined that Alignment 2A was the preferred alternative because it best complied with the District Council condition, had the least impact on residents of the Daniels Park neighborhood, and had the least impact on Greenbelt Station residents.

RECOMMENDATION

City staff recommends approval of Detailed Site Plan 13045, the South Core of Greenbelt Station, Phase III with the following conditions:

1. Prior to final plat certification, the applicant shall create a lot that is a minimum of 175-feet long by 50-feet wide, shown as Alignment 2A in the City of College Park Pedestrian Overpass Feasibility Study Additional Concept Alternatives, Addendum to the Technical Summary. This lot shall be held by the Homeowners' Association to be turned over to a public agency on demand for construction of a public pedestrian overpass. After 10 years from the date of final plat certification, if a pedestrian overpass has not been constructed, the lot will become the property of the Homeowners' Association.
2. Prior to certificate approval of the Detailed Site Plan, the applicant shall revise the site plan to relocate the pedestrian overpass to the area shown as Alignment 2A in the City of College Park Pedestrian Overpass Feasibility Study Additional Concept Alternatives, Addendum to the Technical Summary.
3. Prior to certificate approval of the Detailed Site Plan, the applicant shall provide a determination from a certified sound engineer that indicates whether exterior reflective noise from the proposed sound wall will have a perceptible impact to residences on Huron Street from the railroad tracks to 51st Avenue and to residences on 51st Avenue from Blackfoot Place to Huron Street. If there is such an impact, the applicant shall revise the DSP to show a sound wall with an absorptive material or coating in order to mitigate reflective noise.
 - a. The absorptive material or coating shall have a Noise Reduction Coefficient (NRC) of 0.70 or greater.
 - b. The absorptive material or coating shall be used for the entirety of the west side of the sound wall facing the railroad tracks.
4. Prior to certificate approval of the Detailed Site Plan, the applicant shall provide the City of College Park with broker information and promotional material for the retail site.
5. Subsequent to the determination that Lot 116 is to be retail or a public park and prior to the issuance of a building permit for Lot 116, the applicant shall provide a Detailed Site Plan revision to address site layout and building details.

ATTACHMENTS

1. Addendum to the Technical Summary, City of College Park Pedestrian Overpass Feasibility Study, Additional Concept Alternatives, Toole Design Group, December, 2015
2. Revised Site Plan (unofficial)



8484 Georgia Avenue
Suite 800
Silver Spring, MD 20910
301.927.1900
301.927.2800 fax
www.tooledesign.com

City of College Park
Pedestrian Overpass Feasibility Study
Additional Concept Alternatives

ADDENDUM TO THE
Technical Summary

December 2015

TDG Project Number: 5505

Contents

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1.0 Introduction:

1.2 Scope of Work

The City of College Park, Maryland has requested that Toole Design Group, LLC (TDG) perform a limited feasibility investigation of 3 additional alternatives for a planned pedestrian bridge crossing a rail corridor between the City of College Park and the City of Greenbelt. The rail corridor is currently used by Washington Metropolitan Area Transit Authority (WMATA) and CSX Transportation (CSX). TDG prepared and submitted a feasibility report with overpass alternatives to the City of College Park on November 17, 2015. Due to changes in the development on the east side of the rail corridor and decisions by the two cities, three additional concepts and further analysis is requested.

This original project investigated multiple alignments for a pedestrian bridge connection between the Greenbelt Station development (east of the rail corridor) and the Daniels Park neighborhood of College Park (west of the rail corridor) to create a direct and conflict-free connection across the rail line. The City of College Park wanted to pursue Alignment 2, located in the middle of the Greenbelt Station development, as the preferred alternative due to its connectivity and access within the Greenbelt Station development and its connection to City-owned land on the west side. At the direction of The City of Greenbelt, the Greenbelt developer redesigned the site plan on the east side of the pedestrian bridge., TDG was asked to conceptualize variations of Alignment 2 into the new development site plan. The new Alignments are referred to as Alignment 2A, 2B, 2C and 2D.

Based on coordination with the City of College Park, it is understood that the general bridge alignment would connect the green space in the central part of the Greenbelt Station development to the Daniels Park neighborhood either through the College Park Public Works parcel or the Stone Industrial parcel adjacent to the south. The focus of this effort addresses the crossing of the rail tracks, but does not address the location of a trail connection to the existing street network in College Park for all alternatives. Along the west side of the tracks, the Stone Industrial parcel may be redeveloped, however a developer has not yet been identified, and the type of development is yet to be determined. Due to the location of the green space and the closeness of neighboring proposed townhomes, all four alternatives will require the removal of proposed townhome lots and modification to the site plan layout. The affected townhomes are currently shown on site plans, but are not approved for construction. With the modifications to the site plan, it is recommended the developer include some privacy screening between the bridge ramps and the sides of adjacent townhomes.

Conceptual alignments were developed based on aerial photography base mapping, the development's site plans, and PG Atlas property and topographic

information. The analysis also included a limited assessment of above ground utility impacts based on visible features observed during a field review. Nearby development plans and flood plain maps were also used for the development of the conceptual design.

2.0 Concept Design & Alternatives Analysis:

2.1 Typical Sections

The typical section remains the same from the Feasibility Study. The College Park-Greenbelt Pedestrian Overpass concept was developed based upon an assumed 12-foot wide, two-way cross-section, as shown in Figure 2 on the next page. This trail width represents the minimum acceptable width for an unconstrained trail anticipated to have greater than 300 trips in the peak hour.

Consistent with the AASHTO Guide for the Development of Bicycle Facilities, a minimum of 2-feet of separation is suggested between the trail and any vertical obstruction including bridge railings. The bridge proposed in the Greenbelt Station development is only 8' wide and not compliant with AASHTO guidelines. The two typical cross-sections developed for the Pedestrian Bridge and Trail are provided below as Figures 1 and 2.

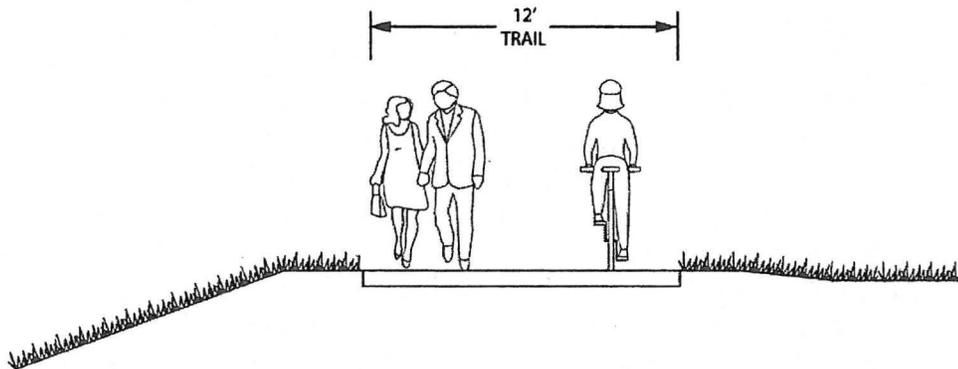


Figure 1: Typical Shared-use Trail Cross Section

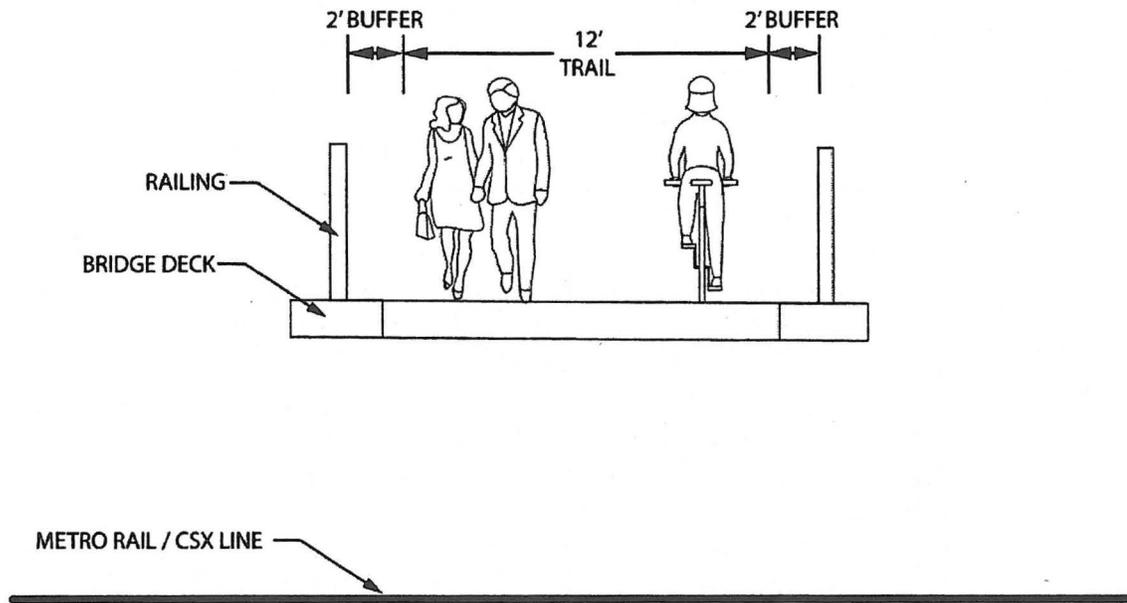


Figure 2: Typical Pedestrian Bridge Cross Section Over Metro Green Line/MARC Camden Line/CSX tracks

2.2 Alternatives Analysis

See Appendix A for the Conceptual Alignment Plans.

Alignment 2A:

Alignment 2A will start in the green space within the Greenbelt Station development. The ramp will be directly south of the green space and include a switchback. The highest part of the bridge and ramp will be centered in the green space and visible from the commercial property across Road A. Right-of-Way will need to be approximately 175' x 50' along the property line and will require the removal of four 16' wide proposed townhomes from the Greenbelt Station site plan design. This option includes a shared use path through the center of the green space, but could be adjusted to one side as long as the appropriate trail width is provided. In College Park, the bridge would connect to the Stone Industrial parcel under a future residential development scenario. If this alignment was chosen, a future developer would have to incorporate the bridge into the development plans.

Alignment 2B:

Alignment 2B is essentially a mirror image of Alignment 2A starting in the green space in the Greenbelt Station development but ramps up toward the bridge on the northern side. The ramp will include a switchback and Right-of-Way will

need to be the same size as Alignment 2A (approximately 175' x 50' along the property line). On the north side of the green space, the proposed townhomes are larger and this option will require the removal of four 20' wide townhomes from the Greenbelt Station site plan design. . In College Park, the bridge would connect to the Stone Industrial parcel under a future residential development scenario. If this alignment was chosen, a future developer would have to incorporate the bridge into the development plans.

Alignment 2C:

Alignment 2C is the only alternative that does not include a switchback on the Greenbelt side of the tracks. This option starts on the southern side of the green space in the Greenbelt Station development and runs north adjacent to the rail tracks. The bridge crosses the tracks at the end of the second alley north of the green space. Within the Greenbelt Station development, this option would require the removal of two proposed 20' townhomes and one proposed 16' townhome and privacy screening for the three lots adjacent to the pedestrian bridge Right-of-Way. The needed Right-of-Way will be approximately 25' wide and 325' long along the property line and the rail tracks. In College Park, the bridge would connect to the City's Public Works parcel and would require some minor reconfiguration of the property. . The ramp is shown along the south side of the Public Works parcel, next to the Stone Industrial parcel. The bridge would also require a path connection to 51st street.

Alignment 2D:

Alignment 2D starts on the north edge of the green space in the Greenbelt Station development and includes a switchback on the south-side of the green space. The bridge crosses the tracks near the 1st alley north of the greenspace. This option will require the removal of two proposed 16' townhome lots and one proposed 20' townhome lot. The needed Right-of-Way will vary in width from 25' to 50' wide. The total length of Right-of-Way will be approximately 210' long. . In College Park, the bridge would connect to the City's Public Works parcel and would require some minor reconfiguration of the property. The ramp is shown along the south side of the Public Works parcel, next to the Stone Industrial parcel. The bridge would also require a path connection to 51st street.

3.0 Conclusions:

3.1 Preferred Alternatives

All alignments are recommended to have a 12' trail and 16' bridge width per AASHTO guidelines. Any alignment proposed on non-City-owned property, will likely require an easement. As shown in Appendix A, a 25' easement is

Appendices

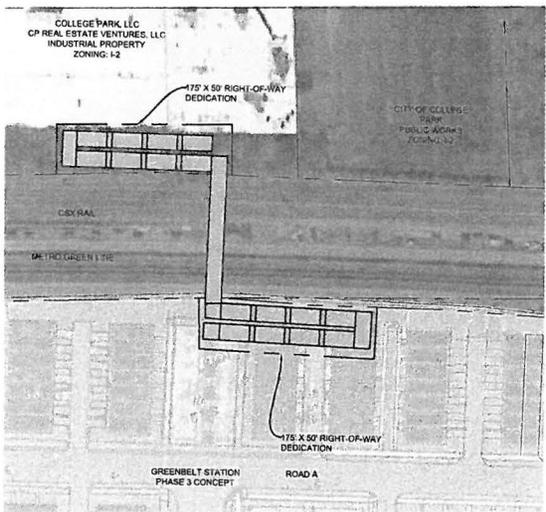
Appendix A: Conceptual Alignment Plan

Appendix A:

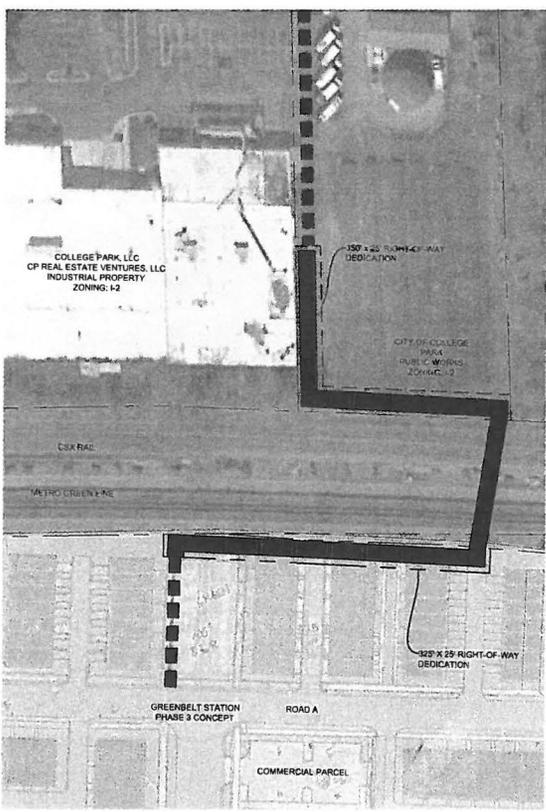
Conceptual Alignment Plan



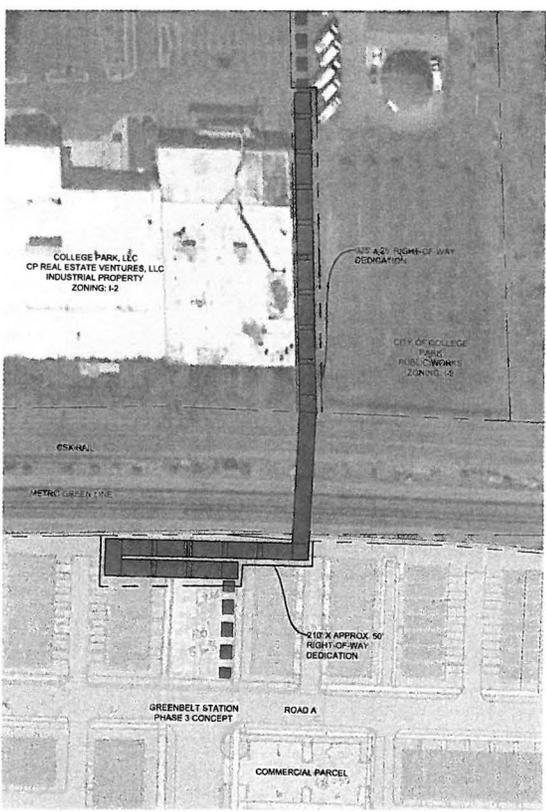
16' PEDESTRIAN BRIDGE ALIGNMENT 2A
 12' PEDESTRIAN TRAIL ALIGNMENT 2A



16' PEDESTRIAN BRIDGE ALIGNMENT 2B
 12' PEDESTRIAN TRAIL ALIGNMENT 2B



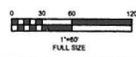
16' PEDESTRIAN BRIDGE ALIGNMENT 2C
 12' PEDESTRIAN TRAIL ALIGNMENT 2C



16' PEDESTRIAN BRIDGE ALIGNMENT 2D
 12' PEDESTRIAN TRAIL ALIGNMENT 2D

CONCEPT
 BASE INFORMATION FROM:
 GIS, PG ATLAS, FILED VISIT
 & DEVELOPER'S SKETCH PLAN

NOT FOR CONSTRUCTION



PREPARED: LAB
CHECKED: EM
DATE: DECEMBER 2015
REV. 1 -
REV. 2 -
REV. 3 -
SHEET NAME: ADDENDUM TO REPORT- ADDITIONAL ALIGNMENTS
DRAWING NUMBER: SK-1
SHEET NUMBER: 1 OF 1

9

GSA Environmental Impact Statement for Greenbelt Station

Motion:

I move that the City Council approve written comments on the Draft Environmental Impact Statement (DEIS) for the Federal Bureau of Investigation (FBI) Headquarters Consolidation to be submitted to the U. S. General Services Administration.

Comments:

- The DEIS considers three locations for a new permanent FBI Headquarters including Greenbelt, Landover and Springfield and evaluates the short- and long-term impacts of each site alternative.
- A subcommittee of the City Council was formed to assist city staff with the review of the DEIS focusing on the Greenbelt Metro Area site.
- A letter to the GSA has been drafted that includes requests for additional information and analysis about the potential impacts of the consolidation on the College Park area. Public comments must be postmarked by January 6, 2016.

January 5, 2016

Ms. Denise Decker
NEPA Team Lead
U. S. General Services Administration
National Capital Region
3017th Street, SW, Room 4004
Washington, DC 20407

Re: FBI Headquarters Consolidation
Draft Environmental Impact Statement (DEIS) Comments

Dear Ms. Decker,

As the City of College Park indicated in their comments during the scoping phase of the EIS, the City supports the Greenbelt alternative for the relocation of the FBI Headquarters but expressed concern about the potential impacts to the neighborhoods of North College Park. We requested that the DEIS include these neighborhoods as part of the analysis in order to protect their single-family character. Unfortunately, the limited size of the study area did not provide for an adequate assessment of these impacts.

In addition, a more realistic picture of the true impacts associated with the Greenbelt Build alternative would have been obtained if the associated development proposed by the Renard Development Company, LLC (Renard) had been included in this scenario. After all, the cumulative impact section of the DEIS acknowledges that if the Greenbelt alternative is selected, development of the north core of Greenbelt Station would be scaled back from the described No-Action alternative (based on previous conceptual plan approvals for the site) to the development program proposed by Renard as the contract purchaser for the site. The Renard development is also documented in its response to the General Services Administration's (GSA) Request for Information (FBI-HQ- RFI) and in the Post 21st Century Visioning Charrette sponsored by Renard and the U.S. Environmental Protection Agency (EPA). More importantly, It is the basis for the No-Build alternative in the Transportation Impact Assessment section of the DEIS. Given this level of attention and credibility, it would have been more straightforward to include the proposed Renard development as part of the Build alternative analyzed in the DEIS.

Below please find our specific comments associated with the resource areas reviewed in the DEIS.

Water Resources

- There is uncertainty in the DEIS about the classification and delineation of floodplains and the Prince George's County process for floodplain impacts.

FEMA flood insurance rate maps need to be reconciled with Prince George's County and the EIS updated to include accurate floodplain delineations and impacts, if necessary.

- The proposed location of the perimeter fence appears to involve unacceptable changes within the conservation area and should be relocated to avoid impacts to the wooded floodplain. The fence should be constructed as close to the building as necessary and within the existing cleared area of the WMATA parking lot and perimeter road. It is requested that more detail regarding the perimeter fence and its impact be provided.
- The EIS should include a description and terms of the existing and proposed Maryland Environmental Trust (MET) easements to expand the FBI open space and security buffers. The impact of these easements on proposed public access trail connections should be described and avoided to the extent practicable and the location of all proposed fencing within these easements should be illustrated.
- There are areas along the Indian Creek and its tributaries that would benefit from stream and floodplain restoration. The EIS should identify one or more mitigation projects for implementation.

Biological Resources

- The Indian Creek is rich in aquatic and terrestrial species and given the existing and proposed conservation easements on state-owned property, including the security easement to the Federal Government, it is important that these species are well documented and protected and that a sustainable habitat for them be created and celebrated. The list of these species should be updated and confirmed with the most recent information available.

Regional Land Use, Planning Studies and Zoning

- The extensive development assumed in the Greenbelt No-Action alternative is based on a conceptual plan approved in 2001 and does not represent final approved entitlements. It is highly unlikely that this level of development would occur today or obtain the support of the City of College Park. Furthermore, it contrasts sharply with the Landover No-Action alternative where the site is assumed to remain vacant even though it is zoned for Mixed-Use-Transportation (M-X-T) with up to an 8.0 Floor-to-Area-Ratio (FAR). Neither of these are realistic scenarios or fair comparisons.
- There is a policy from the Federal Workplace Element of the Comprehensive Plan for the National Capital Region (NCR) that is relevant to the project which states, "Federal workplaces are to be compatible with the character of the surrounding properties and community and, where feasible, advance local

planning objectives such as neighborhood revitalization.” An assessment of this policy as it relates to the adjoining Hollywood neighborhood is requested.

- There is a policy from the Federal Transportation Element of the Comprehensive Plan for the NCR that indicates that parking required by Federal employees unable to use other travel modes, should be located in parking structures, preferably below ground. Given the site constraints at Greenbelt, it is requested that this design option be explored.

Visual Resources

- The design concept for the FBI at Greenbelt assumes a 17-story building. This height exceeds the 12-story height limit supported by the City in the Greenbelt Metro Area and MD 193 Corridor Sector Plan. The GSA is urged to consider final design alternatives that lower the height of the building and reduce the anticipated reflected shadow, reflected noise and reflected light impacts from such a tall building. Construction techniques that attenuate these impacts should also be utilized.
- The shadow study excludes WMATA replacement parking and other private development buildings that are proposed just outside the project site that will accompany construction of the project. These impacts should be demonstrated.

Socioeconomics

- The assessment of population and housing impacts is inadequate. There are assumptions made in the Transportation Impact Assessment about the relocation of FBI employees to Greenbelt and surrounding areas and these same assumptions should be used as the basis of analysis in this section in order to provide needed information about population growth and housing demand. The EIS should be revised to include this information and to reflect consistent data and assumptions among resource areas to the extent feasible.
- The DEIS states that there is insufficient information available to determine the impacts on recreation, community facilities and schools. This is not an acceptable conclusion. The DEIS uses development program assumptions in all of the alternatives that are studied and these assumptions should also serve as the basis for making projections of impact to public facilities. The EIS should include more information and analysis in this area.

Public Health and Safety/Hazardous Materials

- The DEIS does not adequately evaluate impacts of construction-related noise on sensitive noise receptors in north College Park including the Al Huda School and

day care. Children have been identified as particularly vulnerable to noise exposure. The evidence of noise pollution on children's health has shown that reading attention, problem solving, and memory are strongly affected by noise. Please evaluate noise impacts from construction activities in north College Park including but not limited to: pile driving, heavy equipment operation, and vehicle motion alarms. The final EIS should include noise attenuation and mitigation measures such as equipment mufflers, erection barriers, and equipment maintenance procedures to reduce construction noise impacts. The EIS should also consider alternatives to single tone back-up alarms.

- The DEIS does not analyze current noise levels in north College Park. The completed project will result in new highway and roadway improvements in addition to multi-story buildings that may cause changes to sound patterns in the environment. Existing noise from the Capital Beltway, Metro and CSX railroad should be analyzed in conjunction with the noise that will be introduced to the current environment. Currently, railway noise is freely dissipated to the east of the tracks, but after multi-story buildings are constructed there may be substantial reflection of railway noise as well as new roadway noise impacts to the west and into homes and recreational areas of north College Park. The final EIS should evaluate existing noise levels and future noise from the project after construction is completed. To protect north College Park from increased noise, noise attenuation and mitigation measures to maintain noise at existing levels should be evaluated including physical barriers and architectural treatments.
- There will be direct, short- and long- term environmental consequences related to air quality at Greenbelt. Due to the proximity of sensitive populations (children and elderly) in the Hollywood community, the amount of nitrogen dioxide is a concern. It is requested that more specific data and information be provided about this impact.

Transportation

- The Transportation Impact Assessment (TIA) study area for Greenbelt is defined too narrowly and excludes relevant roadways and intersections in College Park. Figure 5-18 and Figure 3-2 in Appendix C show a more inclusive project area that includes US Route 1(Baltimore Avenue), MD 193, and Rhode Island Avenue. These roads are an important part of the local transportation network and it is reasonable to expect that commuters from the north and west will use these roadways to access the project and related development. It is requested that the TIA study area be expanded to encompass all signalized intersections in this wider area.
- The rationale for using a different no-build definition for the traffic analysis for the Greenbelt site, and for excluding the exchange of the JEH building from the analysis, is not clearly explained. The no-build definition includes the Renard

Development proposal for mixed-use development that would be built if the FBI HQ located in Greenbelt rather than what would be built if GSA did not choose Greenbelt (the no-action definition). A more accurate traffic impact study for the build scenario would include the project plus the Renard Development proposal and it is requested that the EIS provide this analysis.

- The assumption for Metro ridership (47.33 % of all modes) exceeds the 33% reported by federal employees region-wide and is particularly high for an end-of-the-line station. If this is not realistic, other trip distribution assumptions are affected and vehicular trips, in particular, may be undercounted. It is requested that the trip distribution assumptions and methodology in the Greenbelt Site Transportation Agreement be reassessed and appropriate justifications provided.
- Significant new market rate housing is being built on the Route 1 corridor west of the site which should be attractive to the 50% of employees assumed to be interested in residing close to the project. This would indicate a higher number of bicycle and vehicular trips generated west of the project site. Please revise the traffic study accordingly.
- With 78% of proposed vehicular traffic utilizing the Capital Beltway, the failing interstate facilities between US Route 1 and Baltimore Washington Parkway should be mitigated as part of the project and not delegated to SHA to address in the future as the DEIS states. Please address the full impact of failing to mitigate this problem.
- Parking needs appear to be severely undercounted which may also explain the seemingly inflated Metro ridership number. It is important to provide parking that is sufficient to meet demand in order to avoid spillover impacts in north College Park. Results of the ongoing internal employee parking analysis should be shared with the public and used to update requirements in the Final EIS.
- While there is no Kiss and Ride facility on the west side of the Metro station, the existing pedestrian access at the east end of Lackawanna Street attracts automobile pick-ups and drop-offs as well as pedestrians and bicyclers. There is expected to be an increase in traffic of all types on local streets in the Hollywood neighborhood related to the project. An evaluation of this impact is requested.
- The importance of developing a Transportation Management Plan (TMP) cannot be overstated. It is requested that the local jurisdictions of College Park and Greenbelt be included in the preparation of this document.
- Bicycle impacts are assessed using the same .5 mile radius standard as a pedestrian trip but their coverage area is actually much larger. For your information, College Park will launch a bike share system in spring 2016 that will include a station on the west side of the Greenbelt Metro Station. It is requested that a 1- to 2-mile radius be used to analyze bicycle impacts.

- There is no mention of the Purple Line and the effect it will have on public transit and vehicular traffic. Significant data is available from MDOT and should be made a part of the Transportation Impact Assessment.
- Ridership data for Prince George's County The Bus should be obtained and included in the Final EIS.

Infrastructure and Utilities

- Extending the natural gas line from either Lackawanna Street or across I-495 should be avoided. It is our understanding that the primary gas main in the area is along Greenbelt Road and has sufficient capacity to address the needs of the project. The Final EIS should include updated information on this topic.

We thank you for the opportunity to comment and look forward to reviewing your responses in the Final EIS.

Sincerely,

Patrick L. Wojahn
Mayor

10

Introduction of 16-O-01 FY 2016 Budget Amendment #2

MEMORANDUM

TO: Mayor & Council

THROUGH: Scott Somers, City Manager

FROM: Stephen Groh, Director of Finance
Jill Clements, Human Resources Director

DATE: December 22, 2015

SUBJECT: FY2016 Budget Amendment #2
Corrections to Budget Amendment #1 and New Positions

Corrections to Budget Amendment #1

Budget Amendment #1, introduced and adopted in November, was designed to handle adjustments made to our FY2015 financial statements by our auditors, primarily dealing with transactions related to the City's purchase of prior service credit in the Maryland State Retirement Plan (MSRP). There were 3 different versions of this budget amendment discussed at worksessions. At the worksession prior to introduction, the correct version was included in the packet and discussed by Steve Groh. However, through a clerical error, the 2nd version of the budget amendment (dated 10/23/15) was included in the packet at the regular meetings for introduction, public hearing and adoption rather than the correct 3rd version (dated 10/28/15). The City Attorney has determined that the 2nd version was duly adopted by the Mayor & Council on November 24. In order to correct this error, the Council will need to adopt a new budget amendment. FY2016 Budget Amendment #2 makes the necessary corrections to the budget to reflect the items in the 3rd version. In addition, the City Manager is proposing new positions (see below) which have also been included in this budget amendment.

New Positions

The Department of Public Works has requested a new position titled "Assistant Director, Operations and Facilities"; and the City Manager has requested a new position titled "Communications Coordinator." Funding is available for both these new positions by not filling other budgeted positions that have been vacated during the year and budgeted positions that are not currently filled. These two new jobs are positions that have not existed before in any budget; therefore, a budget amendment is required. If approved, we anticipate that these positions would impact the last four months of FY2016.

In March 2015, a long-term Crew Chief in DPW retired. In August, the Operations Supervisor terminated employment. Staff viewed those vacancies as an opportunity to reorganize the Public Works department and has spent several months working on how best to accomplish that. There is clearly a need for more direct supervision of staff and there is also a need for someone with

expertise in maintaining buildings, negotiating contracts, researching and recommending building systems, etc. By eliminating the Crew Chief and the Operations Supervisor positions and replacing them with an Assistant Director with skills and experience in the areas we need, we will be able to improve operations at DPW without adding to the budget, and, in fact, leaving some funds for the Communications Coordinator position.

The City Manager has identified the need for a Communications Coordinator to improve the communications between the City and its residents in the ways identified in the strategic plan. To round out the funding for that position, Public Works has agreed to transfer a vacant custodial position to Administration.

To summarize, a new position titled “Assistant Director, Operations and Facilities” will be added to the PW-Admin 5010 budget at grade 20, exempt, and a new position titled “Communications Coordinator” will be added to the Admin-Public Relations 1017 budget at grade 13, exempt. The Operations Supervisor (in 5010), the Crew Chief (split between 5011 and 5025), and the Custodial Worker (5028) will be eliminated from the Public Works budget. The net budget impact, an excess, will be approximately \$9,600 for the last four months of FY2016, which will be left in PW-Admin 5010.

ORDINANCE 16-O-01

An Ordinance of the Mayor and Council of the City of College Park to Amend the Fiscal Year 2016 Operating and Capital Budget of the City of College Park, Maryland (Amendment #2)

WHEREAS, the Mayor and Council of the City of College Park, Maryland did adopt a budget for the fiscal year beginning July 1, 2015 and ending June 30, 2016 (hereinafter referred to as “Fiscal Year 2016” or “FY2016”) on May 26, 2015 by the enactment of Ordinance 15-O-03; and

WHEREAS, the Mayor and Council of the City of College Park, Maryland did amend the FY2016 adopted budget on November 24, 2015 (Amendment #1) by the enactment of Ordinance 15-O-05; and

WHEREAS, the Mayor and Council of the City of College Park, Maryland desire to amend the FY2016 adopted budget in order to reallocate certain budgeted expenditures, fund certain new staff positions and adjust the interfund transfer to a Capital Improvement Program (“C.I.P.”) project.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of College Park, Maryland, that the budget for fiscal year 2016 be, and hereby is, amended in accordance with the following schedule, with said amendments being indicated by asterisks in the right column. The individual budget amendment changes are itemized in Appendix A, attached hereto and incorporated herein by this reference.

General Fund

	<u>Budget as Adjusted</u>	<u>As Amended by this Ordinance</u>
Revenues		
Taxes	\$ 10,900,642	\$ 10,900,642
Licenses & Permits	1,193,935	1,193,935
Intergovernmental	261,772	261,772
Charges for Services	999,078	999,078
Fines & Fees	2,510,600	2,510,600
Miscellaneous Revenues	<u>194,569</u>	<u>194,569</u>
<i>Total Operating Revenues</i>	\$ 16,060,596	\$ 16,060,596
Non-Revenue Receipts		
Interfund Transfer from Parking Debt Service Fund	257,392	257,392
Use of Unassigned Reserve	<u>1,500,000</u>	<u>0</u> *

Total Revenues	<u>\$ 17,817,988</u>	<u>\$ 16,317,988</u> *
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Expenditures

General Government	\$ 4,327,207	\$ 3,102,976 *
Public Services	4,019,776	4,019,776
Planning, Community & Economic Development	664,463	664,463
Youth, Family & Senior Services	1,114,881	1,114,881
Public Works	5,215,750	5,189,981 *
Contingency	10,000	10,000
Debt Service	557,411	557,411
Interfund Transfers to Capital Projects Fund	<u>1,908,500</u>	<u>1,658,500</u> *

Total Expenditures	<u>\$ 17,817,988</u>	<u>\$ 16,317,988</u> *
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Parking Debt Service Fund

	<u>Budget as Adjusted</u>	<u>As Amended by this Ordinance</u>
Revenues		
Highways & Streets		
Parking Meter Revenue	\$ 205,000	\$ 205,000
Fines		
Parking Fines Revenue	<u>45,000</u>	<u>45,000</u>
Total Revenues	<u>\$ 250,000</u>	<u>\$ 250,000</u>

Expenditures

Interfund Transfer to General Fund	<u>\$ 257,392</u>	<u>\$ 257,392</u>
Total Expenditures	<u>\$ 257,392</u>	<u>\$ 257,392</u>

BE IT FURTHER ORDAINED that:

1. All matters and facts contained in Ordinances 15-O-03 (original budget adoption) and 15-O-05 (Amendment #1) other than the amendments contained herein shall remain in full force and effect;
2. In addition to the projected General Fund operating revenue of \$16,060,596, the amount of \$0 is appropriated from the unassigned reserve and the sum of \$257,392 is transferred from the Parking Debt Service Fund;
3. This budget amendment Ordinance provides for a reallocation of certain budgeted expenditures, funding for certain new staff positions and an adjustment in the

interfund transfer to the Capital Improvement Program (C.I.P.), as itemized in Appendix A, attached hereto and incorporated herein by this reference. The net result is a \$1,500,000 decrease in the budgeted use of unassigned reserve from \$1,500,000 to \$0; and

4. This Ordinance shall become effective at the expiration of twenty (20) calendar days following its adoption.

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 the 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 Council.

A public hearing will be held on the proposed Ordinance at 7:15 p.m. on the 26th day of January, 2016 in the Council Chambers, City Hall, 4500 Knox Road, College Park, Maryland. The public hearing 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 Ordinance, with or without amendment, by the affirmative vote of at least six (6) members of the Council. It shall become effective twenty (20) days following its adoption. After its 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 shall have copies of the adopted Ordinance available at City offices.

Introduced on the _____ day of January, 2016

Adopted on the _____ day of January, 2016

Effective on the _____ day of February, 2016

Patrick L. Wojahn, Mayor

ATTEST:

Janeen S. Miller, CMC, City Clerk

APPROVED AS TO FORM:

Suellen M. Ferguson, City Attorney

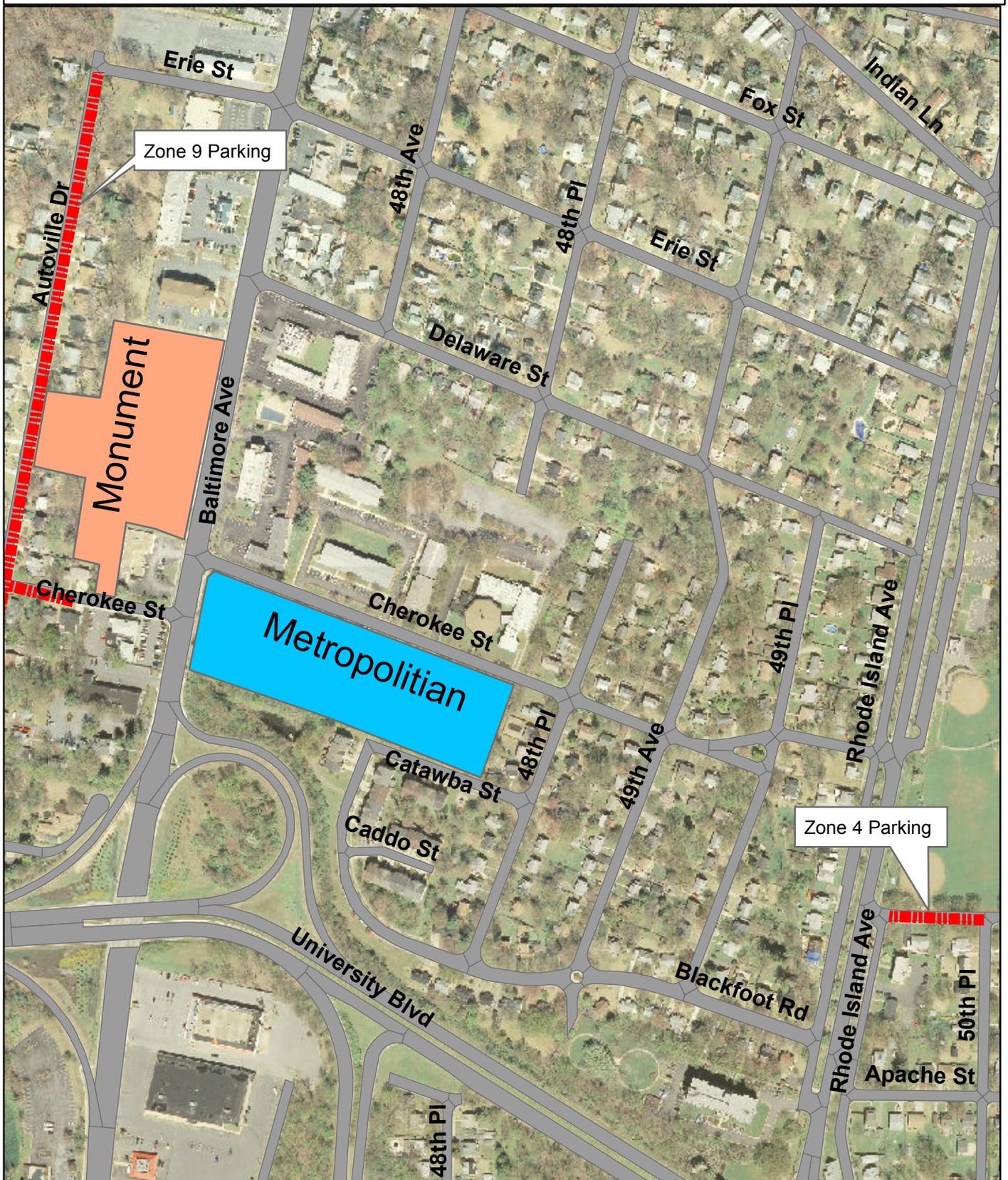
CITY OF COLLEGE PARK, MARYLAND
Appendix A to Ordinance 16-O-01
Itemized FY2016 Budget Amendment #2 Changes

Program	Description	Increase (Decrease)
Revenues- Unassigned Reserve Transfer 399.00	Use of Unassigned Reserve in Adjusted Budget (Amendment #1)	\$ 1,500,000
Gen Govt-Publ Relations-1017	Create a new exempt position entitled "Communications Coordinator" at pay grade 13, and fund for 4 months, including wages and fringe benefits	25,769
Gen Govt- Finance-Non Departmental- 1025	Eliminate FY16 budgeted repayment to the General Fund for the MSRP prior service credit purchase from \$1,250,000 to \$0 as full MSRP prior service credit purchase was accounted for in FY15 financial statements (account 1025-1127).	(1,250,000)
Publ Works- Admin-5010	Eliminate funding for vacant Operations Supervisor position for remaining 4 months of FY16, including wages and fringe benefits, less excess reduction	(26,757)
Publ Works- Admin-5010	Create a new exempt position entitled "Assistant Director, Operations and Facilities" at pay grade 20, and fund for 4 months of FY16, including wages and fringe benefits	39,741
Publ Works- Refuse Mgmt- 5011	Eliminate funding for vacant Crew Chief position for remaining 4 months of FY16 (50% FTE allocation), including wages and fringe benefits	(12,777)
Publ Works- Recycling-5025	Eliminate funding for vacant Crew Chief position for remaining 4 months of FY16 (50% FTE allocation), including wages and fringe benefits	(12,776)
Publ Works-Bldg Maint-5028	Eliminate funding for vacant Custodial Worker position for remaining 4 months of FY16, including wages and fringe benefits	(13,200)
Interfund Transfers-9210	Reduce additional funding for the City Hall Expansion (C.I.P. project 041003) to correct clerical error in adoption of budget Amendment #1	<u>(250,000)</u>
Revenues- Unassigned Reserve Transfer 399.00	Use of Unassigned Reserve in Amended Budget (Amendment #2)	<u>\$ 0</u>

11

Permit Parking around the Metropolitan Development

Metropolitan Development and Vicinity



By: College Park Engineering
Date :12-17-15
Source: M-NCPPC GIS



0 125 250 500
Feet

DECLARATION OF COVENANTS AND AGREEMENT
REGARDING LAND USE

THIS DECLARATION OF COVENANTS AND AGREEMENT REGARDING LAND USE (“Agreement”), is effective the 3rd day of December, 2013 by and between METROPOLITAN DEVELOPMENT AT COLLEGE PARK, LLC (“METROPOLITAN”), and the CITY OF COLLEGE PARK, MARYLAND (the "City") a municipal corporation of the State of Maryland.

WHEREAS, METROPOLITAN is the purchaser of certain property located in College Park, Maryland, at 9091 Baltimore Avenue, Tax Account 21-3950995, Liber 5722, Folio 613, which is more particularly described in Exhibit A attached hereto (the “Property”); and

WHEREAS, Detailed Site Plan No. 03098-01 for the development of the Property was approved with the support of the City with certain conditions; and

WHEREAS, METROPOLITAN acknowledges the City’s favorable action regarding Detailed Site Plan No. 03098-01; and

WHEREAS, a minor amendment (DSP-03098-02) to the approved DSP (DSP-03098-01) was approved by the Prince George’s County Planning Director on July 17, 2008; and

WHEREAS, METROPOLITAN has applied for a revision of Detailed Site Plan 03098/01/02; and

WHEREAS, METROPOLITAN has requested that the City recommend approval of the revision of DSP 03098/01/02 (“DSP03098/03”); and

WHEREAS, the City has agreed to make said recommendations conditioned upon certain conditions, which shall be executed by METROPOLITAN in the form of these covenants

running with the land, as set forth below, which Agreement and covenants may be enforced by the City.

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

1. The recitals set forth above as well as the foregoing "NOW, THEREFORE," are incorporated herein as operative provisions of the Covenants.

- (a) The forty-five (45) townhouse units contemplated by the detailed site plan to be developed for the Property, if developed and operated as rental properties, shall be managed as rental units consistent with the management of the apartment units. In the event the forty-five townhouse units are sold to one owner, the new owner must employ a professional management agent with a strong reputation in property management and 10 years experience managing multifamily rental properties in the D.C. metropolitan area. METROPOLITAN will not sell any of the townhouse units separately from the remaining townhouse units, and will not sell any of the multi-family apartment units separately from the remaining multi-family apartment units, except as set out in Section 1(c). Any of the townhouse and multi-family apartment units that are leased shall be rented to applicants who do not require a co-signer to qualify financially for a lease.
- (b) When all or a portion of the Property not part of a condominium/HOA regime is operated as a rental facility, in order to insure high quality unitary management, said

units shall be managed by METROPOLITAN or its affiliates, or in the alternative, by a professional management agent with a strong reputation in property management and 10 years experience managing multifamily rental properties in the D.C. metropolitan area. Any decision to discontinue such required professional property management shall require the prior written consent of the City of College Park

(c) METROPOLITAN agrees that no more than one master condominium regime or Home Owners Association (“HOA”) and two sub-residential condominium regimes or HOA or combination thereof may be established on the Property. Any such regime including at least one townhouse must include all townhouses. Any such regime including at least one apartment unit shall include all apartment units. Any such regime shall be included in and governed by a master condominium document. In the event METROPOLITAN determines to establish condominium regimes or HOA’s under which units, including apartments or townhouse units, may be individually sold, METROPOLITAN, to the reasonable satisfaction of the City, will include provisions in the applicable condominium or HOA documents not subject to amendment except as set out herein, as follows:

i. To insure high quality management of the common areas, require unitary management for each such regime by a professional management agent not owned or operated by any unit owner (except METROPOLITAN or its affiliates or other similar exercised multifamily owner/operators) that has a strong reputation in the property management industry and at least ten (10) years of experience managing multifamily projects in the Washington, D.C. metropolitan region. Any decision by the Board of Directors of a condominium or HOA to discontinue professional

property management would require the prior written consent of the City of College Park.

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

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

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

iv No transient tenants may be accommodated in any Unit, nor shall any Unit be utilized for short-term hotel purposes. No portion of a Unit (other than the entire Unit) may be rented. All agreements of the lease of a Unit shall provide that the terms of the lease shall be subject in all respects to the provisions of the Maryland

Condominium Act, the Condominium Declaration and Bylaws or if a fee simple transfer then HOA bylaws and that any failure of the lessee to comply with the terms of such provisions shall be a default under the lease, which default may be remedied by the Unit Owner in accordance with the lease and by the Condominium Association/HOA, in accordance with the Act. All leases must be in writing.

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

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

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

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

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

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

xi. Subject to the provisions in the Condominium Declaration and in the Condominium or HOA Bylaws, household birds and fish, house dogs or domesticated house cats are allowed, provided that the same shall not disturb or annoy other Unit Owners or occupants. Any inconvenience, damage or unpleasantness caused by such pets shall be the sole responsibility of the respective owners thereof. All such pets shall be kept under the direct control of their owners at all times and shall not be allowed to run free or unleashed or to otherwise interfere with the rights, comfort and convenience of any of the Unit Owners or occupants. All pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law, and must be registered with the condominium/HOA managing agent. Pets shall

be walked on the Condominium/HOA property only where indicated and must be cleaned up after.

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

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

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

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

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

comfort and convenience of the Unit Owners and occupants.

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

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

xix. Outdoor cooking or barbequing is prohibited on any private patios, decks, balconies or porches. This does not prohibit use of the outdoor cooking feature shown on the detailed site plan.

xx. Each Unit Owner shall maintain his Unit in a safe, clean and sanitary manner and condition, in good order and repair and in accordance with all applicable

restrictions, conditions, ordinances, codes and any rules or regulations which may be applicable hereunder or under law.

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

such removal.

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

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

xxiv. The condominium/HOA covenants shall provide that all residents of the multifamily and townhouses shall have equal access to the fitness center within the multifamily building and all marketing materials regarding this project shall reflect this. Townhouse residents shall be allowed use of the

parking garage for 45 spaces that will be reserved for guest/retail parking in parking garage.

2. In the event that a new or enhanced U.S. Route 1 shuttle system is operational and serving the Property at the time of issuance of the final use and occupancy permit for this project, METROPOLITAN shall contribute to the operator a proportionate share of the costs of a U.S. Route 1 shuttle, which contribution shall not exceed the cost of a private shuttle for the Property alone. In the event that a new or enhanced U.S. Route 1 shuttle system is not operational and serving the Property at the time of issuance of the final use and occupancy permit for this project, METROPOLITAN shall provide a private shuttle for residents to and from the nearest Metro station beginning at the receipt of the final use and occupancy permit. The service shall be offered with service headway of thirty minutes during weekday AM and PM peak periods, and be free to residents. METROPOLITAN shall provide information on the shuttle service in any marketing or leasing brochure prepared for the project, including to rental, HOA and condominium units. If, after initiation of a private shuttle, a US Route 1 shuttle system is created, then METROPOLITAN shall participate in the new shuttle system in lieu of providing a private shuttle, and shall contribute a proportionate share of the costs of a US Route 1 shuttle, which contribution shall not exceed the cost of a private shuttle for the subject property alone.

3. METROPOLITAN agrees that prior to the issuance of any building permit, it shall make a payment in the amount of \$15,000.00 to the City for an undergrounding feasibility study. In the event that the City institutes an assessment that involves the Property along Route 1 for undergrounding of utilities, METROPOLITAN, its executors and assigns, shall receive a credit for the \$15,000.00 payment against any such assessment.

4. Garages associated with the townhouse units shall not be converted to bedroom

space under any circumstance, and in the event of condominium conversion, the condominium documents shall contain a prohibition not subject to amendment against such conversion to bedroom space.

5. METROPOLITAN shall maintain, in a manner reasonably acceptable to the City, all pedestrian light fixtures installed in the right-of-way US Route 1, Baltimore Avenue, Cherokee Street and Catawba Street pursuant to the DSP and/or this Agreement. Maintenance and operation shall include but not be limited to electric utility charges, replacement of light bulbs, and repair and replacement of the pedestrian street lights within a reasonable period of time, pursuant to a maintenance schedule established with the City. The City may invoice METROPOLITAN on a quarterly basis for electricity costs in the event METROPOLITAN is not invoiced the costs of electricity directly by the utility company. Invoices shall be payable to the City within thirty (30) days of receipt. In the event that any such invoice is not timely paid, in addition to any other remedy available at law, any outstanding amount shall be a lien upon the Property to be collected in the same manner as City taxes are collected. METROPOLITAN shall indemnify and save harmless the City, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including reasonable attorneys' fees, arising directly or indirectly out of the maintenance of the pedestrian light fixtures, caused by the negligent act or omission, intentional wrongful acts, intentional misconduct or failure to perform with respect obligations under this paragraph on the part of METROPOLITAN, its agents, servants, employees and subcontractors.

6. Total development of the Property shall be limited to uses which generate no more than 152 A.M. and 331 P.M. peak hour vehicle trips. Any development other than that identified

herein shall require an additional preliminary plan of subdivision with a new determination of adequacy of transportation facilities.

7. The uses that are prohibited for the retail portions of the Project are attached hereto as Exhibit B and incorporated herein by reference. METROPOLITAN may request that a fast food restaurant be allowed on the basis of economic or aesthetic hardship. Such a request may not be considered by the City Council unless and until notice of such request has been given to the North College Park Civic Association, the residents of Cherokee Street east of US Route 1, and residents within a radius of one block north and one block south of the Property. The granting of such a hardship request, after notice as herein provided, shall not be unreasonably withheld.

8. METROPOLITAN shall bear the total cost for the design and construction of the traffic signal approved by the Maryland State Highway Administration (“SHA”) at the US 1 and Cherokee Street (east) intersection which, prior to the issuance of the building permit, shall be bonded for construction, and installed prior to the release of the use and occupancy permit for the multifamily apartment building, unless otherwise required by SHA. A copy of said bond shall be provided to the North College Park Citizen’s Association.

9. METROPOLITAN shall provide two and one-half (2 ½ acres) of tree mitigation including the credit received for on-site street tree coverage. METROPOLITAN shall provide at least two (2) acres of off-site tree mitigation. The first priority for off-site tree mitigation shall be within the City of College Park, at locations designated by the City and approved by the Planning Board or its designee; however, no off-site tree mitigation requirement may be satisfied on land subject to any type of conservation easement or is currently preserved from development due to ownership by a governmental agency, quasi-governmental agency, or non-profit organization. If the City of College Park does not designate an appropriate site for mitigation

within the City within nine (9) months from the date final approval of the detailed site plan for the Project, then METROPOLITAN may satisfy mitigation requirements by purchasing tree conservation easements or transferable development rights in satisfaction of this requirement, subject to the same restrictions, on land in the Rural Tier, subject to approval by the District Council.

10. METROPOLITAN shall install traffic calming devices as shown on the October 16, 2003, plan prepared by The Traffic Group, attached hereto as Exhibit C. In addition, two additional speed humps shall be added along each leg of the section of Cherokee Street between 49th Avenue and 49th Place. The traffic calming devices east of 48th Avenue shall be completed within six months of building permit issuance for the multi-family building. The traffic calming devices west of 48th Avenue shall be installed prior to the issuance of the final use and occupancy permit for the property.

11. METROPOLITAN shall make its best efforts to insure that construction traffic for the project shall use U.S. Route 1 for ingress and egress, using Cherokee Street and 48th Place for access to the site, and that such traffic does not utilize other neighborhood streets except in extraordinary circumstances. These best efforts shall include but not be limited to monitoring said traffic and including the restrictions of this paragraph as to construction traffic in any contracts between METROPOLITAN and contractors working at or delivering to the site. Construction personnel and other employees involved in the project shall park on site. Construction vehicles shall be parked on site and construction materials shall be stored on site. When the structured parking garage on the property is available for use, such vehicles and materials shall be parked/stored therein, where practicable.

12. METROPOLITAN shall promote the use of Zip Car, Flex Car, or a similar service to its residents. METROPOLITAN is not required to provide garage parking for the first such vehicle located at the Property for use by residents. If use by Property residents warrants the location of a second car at the Property, METROPOLITAN shall provide one off street parking space for the second car which may be located in the spaces for visitor parking provided on the townhouse portion of the site.

13. All residents of the multifamily/townhouse development on the Property shall have equal access to the recreational facilities and amenities within the multifamily building, and be allowed to use the forty-five (45) spaces reserved guest/retail parking in the garage for resident/temporary guest parking, and all marketing materials regarding this project and future covenants shall reflect that.

14. Forty-five (45) spaces shall be reserved for guest/retail parking in parking garage to be used by all residents.

15. METROPOLITAN shall revise the landscaping plan as follows:

- a. Provide a landscape screen for the on-site parking along Cherokee Street.
- b. Provide and maintain landscaping and fencing at a minimum 10 foot wide buffer along the eastern edge of the Property, which may include the 10 feet of right-of-way acquired as a result of vacation.

16. Prior to DSP certification, the plans shall be revised to:

- a. Provide a building-mounted signage plan for the multifamily/commercial building to be reviewed and approved by the Planning Board or its designee and the City of College Park.

- b. Show two parking spaces reserved for a car-share program such as Zip Cars or Car-to-Go (one on-street as allowed by the City, and a second location on-site).
- c. Change crosswalk markings to reflect decorative inlaid thermoplastic asphalt pavement markings such as “DuraTherm” subject to review and approval by the appropriate agency (SHA or City).
- d. Indicate that 366 parking spaces will be provided in the parking garage, not 313 spaces as previously shown.
- e. Note that 45 spaces will be reserved for guest/retail parking in parking garage.
- f. Eliminate 10 townhouse units for a total of 45 townhomes and convert all townhouse units to 20 foot wide with a two-car garage as shown on the “Alternative Plan-Based upon December 2nd Meeting” Sheet SP.01.
- g. Add 10 multi-family units (7-two bedroom units and 3-one bedroom units).
- h. Show a minimum of 5 spaces for visitor parking on the townhouse portion of the site.
- i. Revise the landscaping as follows:
 - 1) Provide a landscape screen for the on-site parking along Cherokee Street.
 - 2) Provide and maintain landscaping and fencing at a minimum 10 foot wide buffer along the eastern edge of the Property, which may include the 10 feet of right-of-way acquired as a result of vacation.
- j. Revise architecture as follows:
 - 1) Raise the ground floor of the Townhouse units at least 24” above the sidewalk.
 - 2) Provide a note that all garage door colors shall match the color of the building.

- 3) Show all side elevations with a minimum of ground floor brick and fenestration as shown on the plans.
- 4) Provide leader lines to indicate the materials used for the interior courtyard, Sheet A-8 of the detailed site plan.
- k. Provide a sidewalk connection from the proposed sidewalk on the north side of Catawba Street to existing sidewalk on the west side of Blackfoot Road.

17. Prior to issuance of any building permit, METROPOLITAN shall vacate the 20 foot right of way along the eastern property line between Catawba Street and Cherokee Street as shown on the plans and obtain approval of a minor final plat pursuant to Section 24-112 of the Subdivision Regulations.

18. METROPOLITAN will offer Smart Trip Cards to new residents with a prepaid balance of \$25 (one card per lease).

19. Prior to the issuance of the 45th building permit for the townhouse section, METROPOLITAN shall construct an approximately five-foot-wide sidewalk on the north side of Cherokee Street from US 1 to 48th Place, construct a sidewalk connection from the proposed sidewalk along the north side of Catawba Street to the existing sidewalk along the west side of Blackfoot Road, and any other improvements required by Prince George's County.

20. Prior to the issuance of the use and occupancy permit for the multi-family building, METROPOLITAN shall:

- a. Complete the rest of the sidewalk along Cherokee Street.
- b. Construct and complete all proposed recreational facilities and amenities for use by the residents.
- c. Upgrade the existing bus stop located on the property with a bus shelter.

21. Prior to the issuance of the first use and occupancy permit, METROPOLITAN shall make a one-time contribution to the City of College Park in the amount of \$19,000 to be used to subsidize resident fees associated with a Neighborhood Parking Permit program in the area generally described as between Erie Street and University Boulevard and US Route 1 and Rhode Island Avenue.

22. Prior to issuance of a use and occupancy permit, METROPOLITAN shall have a Parking Management Plan that includes the following:

- a. Include language in the Rental Lease Agreement that street parking is a violation of the lease and grounds for eviction.
- b. No key fob or garage door opener necessary for initial gate.
- c. Secondary interior garage door will work for residents of the apartment building.
- d. Include (1) parking space with each apartment in the rent.
- e. Any unused parking spaces will be put in a lease back program to be managed by METROPOLITAN.

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

24. These obligations are subject to and contingent upon final approval of the revision of the DSP (said approval being beyond appeal) and shall be recorded upon final approval.

25. This Property shall be held, conveyed, encumbered, sold, leased, rented, used, and/or occupied subject to the terms and provisions of this Agreement, which shall run with the land.

26. 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 METROPOLITAN pursuant to the provisions of this Agreement. The parties agree that if METROPOLITAN should breach the terms of this Agreement, the City would not have an adequate remedy at law and would be entitled to bring an action in equity for specific performance of the terms of this Agreement. In the event METROPOLITAN is determined to have violated any provision of this Agreement and has failed to cure said violation within thirty (30) days of notice, and the City is required to enforce this Agreement, METROPOLITAN will reimburse the City for all reasonable costs of the proceeding including reasonable attorneys' fees. Should METROPOLITAN prevail in any action brought by the City to enforce a provision of this Agreement, the City shall reimburse METROPOLITAN for all reasonable costs of the proceeding including reasonable attorneys' fees.

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

28. This Agreement shall be construed in accordance with the laws of the State of Maryland. 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.

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

30. The City shall (i) generally support the approval of the amendment to the DSP as long as it is found by the City to be in substantial conformance with the development plans for the Property previously shown to and endorsed by the City and (ii) support the vacation of the 20 foot right of way between Catawba Street and Cherokee Street as set forth in the DSP, upon the satisfaction of the conditions precedent thereto in the DSP and this Agreement. The City retains the right throughout the development process to comment on, object to, recommend conditions for and/or appeal issues not previously addressed and issues that have not yet arisen due to the current stage of development plans provided that it will not unreasonably withhold consent. The City further acknowledges that a conformance finding is not to be unreasonably withheld.

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

WITNESS/ATTEST:



METROPOLITAN DEVELOPMENT AT
COLLEGE PARK, LLC



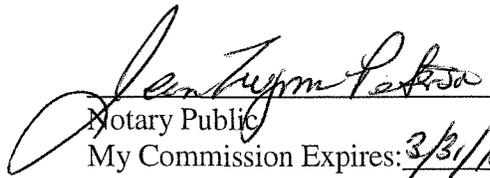
Carlos Vazquez

STATE OF VIRGINIA)
) ss:
COUNTY)

I HEREBY CERTIFY, that on this 14 day of March 2014, before me, a Notary Public in and for the State aforesaid, personally appeared Carlos Vazquez, and that he executed the foregoing Agreement for the purposes therein contained by signing in my presence.

WITNESS my hand and Notarial Seal.



 (SEAL)
Notary Public
My Commission Expires: 3/31/15

WITNESS/ATTEST:

CITY OF COLLEGE PARK

Janeen S. Miller
Janeen S. Miller, CMC, City Clerk

By: Joseph L. Nagro
Joseph L. Nagro, City Manager

STATE OF MARYLAND)
COUNTY OF Calvert)

ss:

I HEREBY CERTIFY that on this 30 day of April, 2014, before me, the subscriber, a Notary Public in the State and County aforesaid, personally appeared Joseph L. Nagro, who acknowledged himself to be the City Manager of the City of College Park, and that he, as such City Manager, being authorized so to do, executed the foregoing Agreement for the purposes therein contained by signing, in my presence, the name of said City of College Park, by himself, as City Manager.

WITNESS my hand and notarial seal.

Yvett J. Allen (SEAL)
Notary Public
My Commission Expires: 3-12-17

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

Suellen M. Ferguson
Suellen M. Ferguson

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

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

12

Council retreat



December 4, 2015

Scott Somers
City Manager
City of College Park
4500 Knox
College Park, MD 20740

Dear Mr. Somers:

Thank you for the opportunity to provide a proposal for facilitating a retreat for the City of College Park. The purpose of this session is to: develop a strong foundation of teamwork among the Mayor, City Council, and City Manager; clarify roles and responsibilities; and articulate operating norms and procedures for the Council and City Manager. The Novak Consulting Group has extensive experience with precisely this type of work and would be pleased to facilitate a session tailored to the needs of the City. Additionally, we are familiar with College Park having facilitated the recent strategic planning process. The proposal provides information about The Novak Consulting Group and outlines our approach to such a session.

About The Novak Consulting Group

The Novak Consulting Group provides unparalleled service to our clients. Leaders in local government and nonprofit communities have come to rely on The Novak Consulting Group for high caliber advice developed through subject matter expertise and customized project approaches.

- **Focused expertise.** Our expertise lies in strengthening two kinds of organizations: local governments and nonprofits. We're consulting specialists rather than generalists, focusing our strengths to do a highly effective job for a very specific group of clients.
- **Flexibility to serve you better.** We employ a core staff of senior-level consultants, and draw from our pool of subject matter experts when their expertise can help us to serve you better. This approach results in a more responsive and efficient project providing the services that you desire and the results that you need.
- **Decades of collective experience.** Our associates and subject matter experts have decades of experience in strengthening local governments and nonprofit organizations. They've served in a wide range of positions, from city manager to public works director to director of management information systems.
- **Personal service from senior-level consultants.** You appreciate it when deadlines are met, phone calls are returned, and your challenges are given in-depth, out-of-the-box thinking. While a large firm may assign your business to junior-level people, our firm and approach provide an exceptional level of personal service from senior-level consultants.

The Novak Consulting Group is a women-owned firm led by President Julia Novak. The firm is staffed with local government professionals, including full-time associates and subject matter specialists. The firm is headquartered in Cincinnati, Ohio, with staff also in the metro Washington, D.C. area, North Carolina, Missouri, New Hampshire, and Wisconsin.

Engagement Approach

The Novak Consulting Group believes in fully supporting the retreat from beginning to end, from collaboratively planning the agenda to providing a final deliverable that summarizes the results.

We will start the process with phone conversations with the Mayor, each member of the Council, and the City Manager to help identify the goals for the retreat. This will help us develop the agenda, which will be reviewed with the Mayor and Council prior to the session.

We understand that the primary objectives of this engagement are to enhance teamwork between the Mayor and Council and City Manager. This is a best practice particularly with a new City Manager and several newly elected officials.

We expect to accomplish this through a facilitated session that includes exercises and discussion so that the group can agree upon how it will work together to govern most effectively and accomplish its strategic planning goals. This will be a 1.5 day session. A summary report documenting the results will be prepared for the City.

During the session, the primary role of the facilitator is to ensure that the environment is respectful and conducive to open and constructive dialogue so that the established objectives are ultimately met. While the agenda provides the structure to accomplish the tasks, we also know how important it is to pay attention to the group and make sure conversations that need to happen actually do happen. Therefore, we are flexible and in-tune with the group during the process. The agenda would be driven by the conversations with the Mayor and Council and our approach would be tailored to the City's needs.

Facilitator

Associate Catherine Tuck Parrish will serve as facilitator for this engagement. Catherine has more than 25 years of experience serving local governments in direct service and as a consultant. Catherine has worked as a consultant working with elected bodies on strategic planning and goal-setting, setting priorities for staff, and conducting executive searches for administrators/managers and other key staff. Her most recent local government position was as Deputy City Manager in Rockville, Maryland, where she served as Acting City Manager for one year. She has recently conducted strategic planning and council goal-setting sessions in Aberdeen, Hyattsville, and College Park, Maryland; Vienna, Virginia; Midland, Michigan; Murray, Utah; and Clayton, Missouri. She has conducted facilitation for the City of Rockville and other communities on a variety of topics. She recently was a speaker at the Maryland Municipal League Annual Convention on strategic planning. She has conducted many executive searches across the country and including the Maryland municipalities of Gaithersburg, Aberdeen, Sykesville, Berwyn Heights, and La Plata.

Her complete resume follows.

Catherine Tuck Parrish, Executive Search Practice Leader

Catherine has over 20 years of management experience working with local governments, nonprofit organizations, and associations. She currently leads The Novak Consulting Group's executive search practice.

Her work as a consultant includes executive recruitment, project management, and contributions to numerous projects, including process improvement studies, strategic planning, departmental assessments, development review, and policy development. She has conducted successful executive searches for the positions of Chief Executive, Assistant Manager, Department Director, and other key staff. She has analyzed Human Resources, Inspections, Planning and Development, Communications, Public Works, Recreation, and Park functions for multiple organizations. She has also facilitated numerous governing body workshops and strategic planning sessions.

Education

Master of Public Administration, University of Kansas

Bachelor of Arts, University of Kansas

Industry Tenure

23 years

Consulting, 4 years

Local Government, 19 years

Catherine's most recent local government experience was as Deputy City Manager in Rockville, Maryland, where she oversaw Parks and Recreation, Human Resources, Information Technology, Finance, Communications, Customer Service, and Intergovernmental Functions. She also served as Assistant City Manager and Acting City Manager of Rockville for 11 months. Prior to joining the City of Rockville, Catherine served as Assistant to the County Executive of Fairfax County, Virginia, working on change management issues including a new pay system, employee surveys and implementation plans, and internal communication improvements. Catherine also served as Ethics Advisor at the International City/County Management Association (ICMA), counseling elected officials and citizen groups regarding employment agreements, form of government issues, and recruitment. Additionally, she served in the City Manager's Offices in Denton and University Park, Texas. Her experiences in these cities included securing initial state and federal transit grants, initiating a citizen newsletter, and acting as City liaison with neighborhood, civic, and university groups.

She chaired the ICMA's Acting Manager Task Force, which produced a handbook for interim managers. She served as Secretary, Vice President, and President of the Metropolitan Association of Local Government Assistants (MALGA) in the Illinois, DC metro area. She also led the Maryland City/County Management Association (MCCMA) as Vice President and President. Catherine has spoken at national and state conferences and recently spoke at the National League of Cities' Leadership Training Institute on recruiting and evaluating the CEO and served on an executive recruitment panel at the ICMA Conference. She also spoke with the ICMA Task Force on Women in the Profession about recruitment.

She has a bachelor's degree in personnel administration and communication studies from the University of Kansas and a master's degree in public administration from the University of Kansas. She is an active member of ICMA and MCCMA, serving on state and national committees.

Fee for Service

The total not-to-exceed fee for completion of the scope of work as detailed in this proposal is \$6,500. This includes all professional fees and expenses.

Again, thank you for the opportunity to provide this proposal. Please feel free to contact Catherine Tuck Parrish at ctuckparrish@thenovakconsultinggroup.com or (240) 832-1778 for addition information. It would be an honor to work with the City of College Park again.

Sincerely,



Julia D. Novak
President

Accepted for the City of College Park:

Name, Title _____

Signature _____

Date: _____



Our approach

In the table below, we propose an approach with the associated costs. Of course, I'd be happy to talk through any of this with you at your convenience. It is my understanding that you and your team will handle all of the logistics, in terms of booking the location and getting everyone "in the room." We have not included any costs associated with the location or meals, etc., and we will not charge any travel or lodging expenses to the City, although Lou O'Boyle will be coming from Richmond for this engagement.

Proposed Approach	Categories and Rates per Contract	Total
Zelos will gather information and plan the agenda for the one-day retreat: <ul style="list-style-type: none"> • Zelos planning conversation with Jill by phone to discuss goals and expected outcomes of the event • Zelos planning phone call with the City Manager • Zelos to design agenda and activities to meet those goals • Zelos to present the design to Jill and City Manager by phone for feedback 	4 hours of Facilitator rate @ \$150/hour* <i>[this is a discounted hourly planning rate not anticipated in the Fairfax County contract]</i>	\$600.00
Zelos will facilitate a full-day retreat on a date and at times to be determined; Zelos will provide a short write-up of the outcome of the retreat afterwards as well	Daily rate	\$2,250.00
Total		\$2,850.00



Zelos Contract with the County of Fairfax, Virginia, Contract #4400005217



County of Fairfax, Virginia

NOTICE OF AWARD

Date: **AUG 01 2014**

CONTRACT TITLE: Training, Organizational Development, Executive Coaching and Performance Management

CONTRACT NUMBER: 4400005217

RFX NUMBER: 2000000883

NIGP CODE: 92435

CONTRACT PERIOD: August 1, 2014 through February 28, 2017

RENEWALS: Three (3) one-year options

SUPERSEDES CONTRACT: 4400000635

CONTRACTOR: Zelos, LLC
1800 Diagonal Road, Suite 600
Alexandria, VA 22314

SUPPLIER CODE: 1000006972

Contact: Stacia C. Aylward, CEO
Telephone: 703-828-7831
Fax: 703-647-6009
E-mail: stacia.aylward@zelosinc.com

CATEGORY: Training, Organizational Development, Executive Coaching, Performance Management

PRICES: See attached pricing

TERMS: Net 30 days

DPSM CONTACT: Name, Title: Brian Posner, Contract Specialist II
Telephone: 703-324-3884
Fax: 703-324-3228
E-mail: brian_posner@fairfaxcounty.gov

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228



Resume of Director of Engagement Lou O'Boyle

Experience

Director of Engagement—Zelos, LLC

May 2015 - Present

- Designs and delivers services to Zelos client within her areas of expertise (facilitating strategic planning and visioning efforts, developing local government performance management frameworks, and designing training and improvement programs that build Zelos clients' capacity)
- Contributes learning, techniques, approaches and stories to our networks at conferences, workshops and seminars

Strategy and Performance Coordinator—Chesterfield County, VA

March 2012 - April 2015

Joined Chesterfield County full-time specifically to develop and implement an organizational performance management framework that include a countywide strategic plan, division and department priorities, program-based budgets and a transparent measurement system

- Developed and oversaw the implementation of 'Blueprint Chesterfield,' an award winning priority based budgeting framework for Chesterfield County, VA
- Facilitated the development of a countywide strategic plan
- Developed a robust set of performance measures to assess progress associated with the implementation of the county's strategic plan
- Secured and implemented a web-based technology solution enabling the organization to better analyze data and use the information to inform decision making

CEO—Zelos, LLC

2006 - 2012

Founded, grew, and then arranged for the sale of Zelos, a woman-owned training and consulting company that serves governments and nonprofits

- Oversaw and participated in the provision of learning and consulting services to government and nonprofit entities
- Partnered with more than 50 organizations to develop strategic plans, establish performance measurement systems, and manage change
- Developed methodologies and materials based on a "no hype, no fluff" philosophy using step-by-step methodologies and roadmaps designed to be relevant, pragmatic, and innovative while building clients' internal capacity
- Facilitated the development of an award winning strategic plan for the City of Durham, NC, including customer satisfaction data, City resident forums, private and public partner interviews, and City staff focus groups and surveys
- Served as project manager for a comprehensive organizational assessment for the City of Alexandria; the final report provided clear findings and recommendations along with a roadmap for specific actions; this project was highlighted as a case study in an academic publication authored by the City Manager and continues to be used as a tool for organizational change

Zelos

1800 Diagonal Road, Suite 600 | Alexandria, Virginia 22314 | 703-828-7831 | www.zellosllc.com



Resume of Director of Engagement Lou O'Boyle

President—O'Boyle Consulting, LLC, Midlothian, VA

2002 - 2006

Established and delivered services through independent training and consulting company

- Served as project lead for the development of a single comprehensive strategic plan for the Virginia Department of Social Services, 125 Virginia localities and Community Action Programs statewide
- Provided strategic planning train-the-trainer sessions for Virginia Tourism Corporation (VTC) field staff enhancing VTC's ability to support local tourism authorities and localities in developing plans required in order to receive state funding
- Developed a Human Capital Plan to merge three military commands into one centralized organization for the U.S. Army Test and Evaluation Command
- Developed a strategic plan for the Talent Development Division of National Aeronautical Space Administration (NASA)
- Developed and delivered certification programs for Arlington County, Virginia to support the Arlington Counts performance measures initiative and the Arlington Cares customer service initiative
- Established strategy for a company merger in 2006

Management Consultant—City of Richmond, Richmond, VA

2001 - 2002

- Internal consultant to the City Manager and Deputy City Managers in all areas of organizational development including strategic planning, performance measures, and process improvement
- Served as a member of City University's Learning Council

Training & Organizational Development Analyst—Chesterfield County, VA

1988 - 2001

- Part of the team that assessed, designed, and developed organizational learning for 3,500 employees and 45 diverse departments
- Founding member of the team that initiated and developed a Corporate University concept designed to align organizational learning with business goals
- Member of the team that was awarded the U.S. Senate Productivity and Quality Award for Virginia, and the Award for Continuing Excellence
- Represented the County through public presentations

Education and Certifications

Bachelor of Science, Psychology – Virginia Commonwealth University, Cum Laude

Senior Fellow, The Performance Institute

Corporate Partner, The Alliance for Innovation

Myers-Briggs Type Indicator (MBTI) Certified

Zelos

1800 Diagonal Road, Suite 600 | Alexandria, Virginia 22314 | 703-828-7831 | www.zelosllc.com

N.J. Hess Associates, Inc. presents

A Brief Professional Profile for Facilitation of Elected Official Manager-Leader Role Workshop

For College Park, Maryland

Presented December 14, 2015



1106 Galway Court
Hummelstown, Pennsylvania 17035
(717) 566-6115
njhess@njhessassociates.com
www.njhessassociates.com

ABOUT N.J. HESS ASSOCIATES

NJ Hess Associates helps organizations design and implement effective HR strategies that value engagement and whole system approaches to work and community.



Nancy J. Hess has been designing and developing human resource systems for organizations for over 25 years, including city, county and other municipal governments, authorities, state associations and businesses. As an HR Strategist, Facilitator and Organization Development consultant Nancy provides expertise on effective organization models and coaches leaders and managers on the strategic use of HR interventions. Her distinctive competency is tapping into the internal strengths of an organization, partnering with clients to engage people in the process of change and helping leaders to design and implement effective strategies to support high performance workplaces.

In addition to her consulting work, she was part of the adjunct faculty in the Department of Management at Bloomsburg University for over ten years where she taught Strategic Compensation, Human Resource Management, Labor Relations and Organization Behavior courses in the School of Business. She is a speaker at conferences and conducts workshops on various human resource and organization development topics such as building better employee engagement and linking pay and performance.

Prior to starting her own practice in 1990, Nancy was a Senior Consultant in a Midwest consulting firm where she conducted management audits, researched employment and labor relation issues and represented clients at the State Labor Board. She also worked as a residential treatment counselor where she performed behavioral analysis, designed and implemented individual and group behavioral programs for emotionally disturbed youth and facilitated resolution of group conflicts.

Nancy completed her Masters in Management, Labor and Human Resources at the Ohio State University and her Bachelors in Psychology and Dance Therapy at Goucher College in Baltimore Maryland.

FACILITATOR REFERENCES

1. **Fred Bean**, Vice President, The Benecon Group (Former Borough Manager of Carlisle) (717) 385-5319
2. **Timothea Kirchner**, (former Lansdale Borough Manager and Lancaster County Administrator) [contact information provided upon request]
3. **Chris Moonis**, Manager, Myerstown Borough (717) 866-5038
4. **Bill Leonard**, (former Commissioner, Lower Swatara) (717) 985-0342
5. **Doug Brubaker**, member of Board of Supervisors, East Hempfield Township (717) 286-3159

PRICING

Full day Facilitator services.....	\$1500.00
[Includes off-site planning, e.g. phone, email and follow up summary; Travel included]	
On-site planning and follow up consultation and de-briefing.....	\$125.00/hr
Travel from Hummelstown, Pennsylvania @.55 per mile; one round trip.....	\$132.00

PROFESSIONAL PROFILE

Nancy J. Hess

Human Resource and Organization Development Consultant (March 1990 to present)

- Human Resource consultation to help manager design and implement effective HR strategies to **support the goals, vision and values of the organization.**
- Facilitate workshops to assist Boards with development of leadership.
- Develop and coach managers in the strategic use of human resource programs to improve ways people work together and perceive their work.

PENNSYLVANIA STATE ASSOCIATION OF TOWNSHIP SUPERVISORS

Human Resource Advisor (June 2004 to November 2005)

- Served as internal consultant for organization development and human resource development.

BLOOMSBURG UNIVERSITY

Adjunct Faculty, Department of Management (September 1995 - 2007)

- Instructor for Strategic Compensation, Human Resource Management, Labor Relations and Organization Behavior courses in School of Business.

CLEMANS, NELSON & ASSOCIATES

Consultants to Management (November 1984 to January 1990)

- As Senior Consultant, designed and assisted with implementation of human resource programs, conducted management audits, and assisted with collective bargaining process.
- Represented clients at State Labor Board, met with union representatives and labor board examiners to resolve client cases, researched employment and labor relation issues.

JOHN KOCH ASSOCIATES

Consultants to Management (January 1984 to November 1984)

- Research Specialist, conducted and analyzed employee attitude surveys for manufacturers.

VILLA MARIA RESIDENTIAL TREATMENT CENTER

Residential Treatment Center for Emotionally Disturbed Youth

(August 1981 to April 1983)

- Residential Treatment Counselor, performed behavioral analysis, designed and implemented individual and group behavioral programs for emotionally disturbed youth, facilitated resolution of group conflicts.

JOHNS HOPKINS HOSPITAL

Department of Neurology (May 1981 to August 1981)

- Research Specialist

EDUCATION:

- MA, Management, Labor and Human Resources, Ohio State University; Cols, Ohio 1990
- BA, Psychology and Dance Therapy, Goucher College; Baltimore, Maryland, 1981

13

Legislation

MEMORANDUM

TO: Mayor and Council
FROM: Terry Schum, Planning Director
THROUGH: Scott Somers, City Manager
DATE: January 5, 2016
SUBJECT: State Bills Concerning Land Use

ISSUE

Two bills concerning land use, PG/MC 110-16 and PG/MC 111-16, will be heard by the Prince George's County and Montgomery County Delegations when the state legislative session resumes on January 13, 2016. They would have an impact on College Park and are reviewed below.

SUMMARY

PG/MC 110-16

This bill is only applicable to Prince George's County and removes the role of the Planning Board and its staff with regard to the review of permits related to zoning and subdivision and conditions of approval. This would include any permit related to the approval of a zoning map amendment, conceptual or detailed site plan, preliminary plan or final plat, recreational facilities, traffic review, natural resource and environmental plans, historic property review, landscaping and signage. These are all areas of expertise found within the Maryland-National Capital Park and Planning (M-NCPPC) staff and it's not clear from the legislative language if routine building permits would be excluded. The bill appears to strip all permit-review activities from the planning staff and transfer them to the Department of Permits, Inspections, and Enforcement (DPIE).

Currently, M-NCPPC staff receives permit application referrals from DPIE which require review for adherence to zoning ordinance requirements and conditions associated with various Planning Board approvals. M-NCPPC sign-off is required before DPIE can issue a permit. Even with this approach, city staff occasionally finds that permits have been issued in error based on the Zoning Ordinance. The concern is that these errors may increase if sole authority is given to DPIE. It is not known whether staff would be transferred from one agency to another or if new staff would be hired at DPIE or existing staff trained to handle this new responsibility. It would be helpful to know the intended benefit of this legislation as well as how it would be implemented. As it stands, staff does not recommend supporting this bill.

PG/MC 111-16

This bill is also only applicable to Prince George's County. It takes the power currently granted to the Planning Board and Board of Appeals and vests it with the District Council. Specifically, it says that the Planning Board's authority over zoning matters and zoning applications is not exclusive. In zoning cases, it is limited to the preparation and adoption of a recommendation with the District Council making the final decision, and in other zoning matters, it is subject to review and final decision by the District Council. If approved, county legislation would need to detail exactly how this transfer of power would work.

It appears that this legislation is a reaction to the recent Zimmer court decision that limits the role of the County Council in site plan review and makes it clear that the Planning Board, not the Council, has original jurisdiction. The bill even appears to go beyond Zimmer in limiting the role of the Planning Board in subdivision cases. The bill also goes in the opposite direction of recommendations thus far in the rewrite of the Zoning Ordinance. Best practices nationwide are to limit the roles of elected officials in development review in order to make the process more streamlined and predictable. Staff does not recommend supporting this bill.

RECOMMENDATION

Staff recommends sending comments to the General Assembly opposing these bills.

ATTACHMENTS

1. PG/MC 110-16
2. PG/MC 111-16

Bill No.: _____
Requested: _____
Committee: _____

Drafted by: Smith
Typed by: Sumer
Stored – 10/21/15
Proofread by _____
Checked by _____

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

A BILL ENTITLED

1 AN ACT concerning

2 **Prince George’s County – Land Use – Zoning Powers and Review**

3 **PG/MC 111–16**

4 FOR the purpose of providing for the review of certain zoning matters by the district council
5 in Prince George’s County in a certain manner; providing that certain authority of
6 the county planning board over certain zoning matters in the portion of the regional
7 district located in Prince George’s County is not exclusive and is subject to review
8 and final decision by the district council in certain manners; providing that certain
9 zoning powers within the portion of the regional district located in Prince George’s
10 County are vested in and may only be exercised by the district council; and generally
11 relating to land use authority and decisions in Prince George’s County.

12 BY repealing and reenacting, without amendments,

13 Article – Land Use
14 Section 20–202
15 Annotated Code of Maryland
16 (2012 Volume and 2015 Supplement)

17 BY adding to

18 Article – Land Use
19 Section 22–109 and 22–124

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 (b) (1) A county planning board has exclusive jurisdiction over:

2 (i) local functions, including:

3 1. the administration of subdivision regulations;

4 2. the preparation and adoption of recommendations to the
5 district council with respect to zoning map amendments; and

6 3. the assignment of street names and house numbers in the
7 regional district; and

8 (ii) mandatory referrals made in accordance with Subtitle 3, Part I
9 of this title by the county planning board's respective county government or any unit of the
10 county government.

11 (2) The Montgomery County Planning Board has exclusive jurisdiction
12 over a mandatory referral made in accordance with Subtitle 3, Part I of this title by the
13 County Board of Education, a municipal corporation or special taxing district, or a publicly
14 owned or privately owned public utility.

15 (c) (1) Subject to paragraph (2) of this subsection, the Montgomery County
16 Planning Board shall:

17 (i) review the annual capital budgets of the county and future
18 capital budget projections; and

19 (ii) submit recommendations to the county council.

20 (2) The county government shall have sole responsibility for the
21 preparation of the capital budgets and programs of public works.

22 (d) Each county planning board shall:

23 (1) meet from time to time with its respective county council; and

24 (2) perform surveys, studies, and other planning duties the county council
25 assigns to the county planning board.

1 **22-109.**

2 **NOTWITHSTANDING § 20-202 OF THIS ARTICLE, IN PRINCE GEORGE'S**
3 **COUNTY, A FINAL ADMINISTRATIVE DECISION BY THE DISTRICT COUNCIL IN A**
4 **ZONING MATTER SHALL BE BASED ON ITS REVIEW OF THE ADMINISTRATIVE**
5 **RECORD, UNLESS LOCAL LAW EXPRESSLY PROVIDES OTHERWISE.**

6 **22-120.**

7 **(A) [Within] SUBJECT TO SUBSECTION (B) OF THIS SECTION, WITHIN the**
8 **regional district, any power granted to a planning commission or board of appeals under**
9 **Division I of this article shall be construed as vested exclusively in and may be exercised**
10 **only by:**

11 (1) the Commission; or

12 (2) the board of appeals created or authorized by this title.

13 **(B) NOTWITHSTANDING § 20-202 OF THIS ARTICLE, WITHIN THE PORTION**
14 **OF THE REGIONAL DISTRICT LOCATED IN PRINCE GEORGE'S COUNTY, ANY ZONING**
15 **POWER GRANTED TO A PLANNING COMMISSION OR BOARD OF APPEALS UNDER**
16 **DIVISION I OF THIS ARTICLE SHALL BE CONSTRUED AS VESTED IN AND MAY BE**
17 **EXERCISED ONLY BY THE DISTRICT COUNCIL.**

18 **22-124.**

19 **(A) THIS SECTION APPLIES IN THE PORTION OF THE REGIONAL DISTRICT**
20 **LOCATED IN PRINCE GEORGE'S COUNTY, NOTWITHSTANDING § 20-202 OF THIS**
21 **ARTICLE.**

22 **(B) (1) THE AUTHORITY OF THE COUNTY PLANNING BOARD OVER ZONING**
23 **MATTERS, BOTH GENERAL AND LOCAL, AND ZONING APPLICATIONS FOR**
24 **DEVELOPMENT IS NOT EXCLUSIVE.**

25 **(2) IN A ZONING CASE, THE AUTHORITY OF THE COUNTY PLANNING**
26 **BOARD IS LIMITED TO THE PREPARATION AND ADOPTION OF A RECOMMENDATION**
27 **TO THE DISTRICT COUNCIL FOR A FINAL DECISION BY THE DISTRICT COUNCIL.**

1 **(3) IN ANY OTHER ZONING MATTER, THE AUTHORITY OF THE COUNTY**
2 **PLANNING BOARD IS SUBJECT TO REVIEW AND FINAL DECISION BY THE DISTRICT**
3 **COUNCIL.**

4 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July
5 1, 2016.

Bill No.: _____
Requested: _____
Committee: _____

Drafted by: Smith
Typed by: Susanne
Stored – 10/22/15
Proofread by _____
Checked by _____

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

A BILL ENTITLED

1 AN ACT concerning

2 **Prince George’s County – Land Use Permit Review – Consolidation**

3 **PG/MC 110–16**

4 FOR the purpose of consolidating the review of certain permits for land use in Prince
5 George’s County in the Prince George’s County Department of Permits, Inspections,
6 and Enforcement; providing for mandatory exclusive review of certain permits by the
7 Department and not by the Maryland–National Capital Park and Planning
8 Commission or a unit of the Commission; providing for certain reviews and appeals
9 of certain permit reviews in certain manners; providing that certain zoning and
10 subdivision conditions be reviewed by the Department; providing for the construction
11 of this Act; providing for the application of this Act; defining a certain term; and
12 generally relating to review of permits for land use in Prince George’s County.

13 BY renumbering

14 Article – Land Use
15 Section 14–101(k) through (q), respectively
16 to be Section 14–101(l) through (r), respectively
17 Annotated Code of Maryland
18 (2012 Volume and 2015 Supplement)

19 BY repealing and reenacting, without amendments,

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 Article – Land Use
2 Section 14–101(a), 20–513, and 20–515
3 Annotated Code of Maryland
4 (2012 Volume and 2015 Supplement)

5 BY adding to
6 Article – Land Use
7 Section 14–101(k), 22–217, 23–109, and 25–214
8 Annotated Code of Maryland
9 (2012 Volume and 2015 Supplement)

10 BY repealing and reenacting, with amendments,
11 Article – Land Use
12 Section 17–212(c) and 20–202(a) and (b)(1)
13 Annotated Code of Maryland
14 (2012 Volume and 2015 Supplement)

15 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
16 That Section(s) 14–101(k) through (q), respectively, of Article – Land Use of the Annotated
17 Code of Maryland be renumbered to be Section(s) 14–101(l) through (r), respectively.

18 SECTION 2. AND BE IT FURTHER ENACTED, That the Laws of Maryland read
19 as follows:

20 **Article – Land Use**

21 14–101.

22 (a) In this division the following words have the meanings indicated.

23 **(K) “PERMIT DEPARTMENT” MEANS THE PRINCE GEORGE’S COUNTY**
24 **DEPARTMENT OF PERMITS, INSPECTIONS, AND ENFORCEMENT.**

25 17–212.

26 (c) (1) The Commission may not rename any street or renumber any house
27 located in a municipal corporation in Prince George’s County unless the proposed change
28 is approved by the legislative body of the municipal corporation.

1 (2) (i) Any party aggrieved by the refusal of a municipal corporation to
2 approve a proposed change may appeal to the Prince George’s County Council.

3 (ii) After public hearing and on a finding of need for public health,
4 safety, and welfare, the County Council by resolution may authorize the change
5 notwithstanding the objections of the municipal corporation.

6 (iii) The resolution shall require the affirmative vote of two-thirds of
7 all the members of the County Council.

8 **(3) IN THE PORTION OF THE REGIONAL DISTRICT LOCATED IN**
9 **PRINCE GEORGE’S COUNTY, THE PERMIT DEPARTMENT CONDUCTS AN ADDRESS**
10 **REVIEW UNDER § 25–214 OF THIS ARTICLE.**

11 20–202.

12 (a) (1) **[Subject] EXCEPT AS PROVIDED IN § 25–214 OF THIS ARTICLE AND**
13 **SUBJECT** to paragraph (2) of this subsection, a county planning board:

14 (i) is responsible for planning, subdivision, and zoning functions
15 that are primarily local in scope; and

16 (ii) shall exercise, within the county planning board’s jurisdiction,
17 the following powers:

- 18 1. planning;
- 19 2. zoning;
- 20 3. subdivision;
- 21 4. assignment of street names and house numbers; and
- 22 5. any related matter.

1 (2) The functions under paragraph (1) of this subsection do not include the
2 regional planning functions of the Commission relating to or affecting the regional district
3 as a planning unit.

4 (b) (1) **[A] EXCEPT AS PROVIDED IN § 25–214 OF THIS ARTICLE, A** county
5 planning board has exclusive jurisdiction over:

6 (i) local functions, including:

- 7 1. the administration of subdivision regulations;
- 8 2. the preparation and adoption of recommendations to the
9 district council with respect to zoning map amendments; and
- 10 3. the assignment of street names and house numbers in the
11 regional district; and

12 (ii) mandatory referrals made in accordance with Subtitle 3, Part I
13 of this title by the county planning board’s respective county government or any unit of the
14 county government.

15 20–513.

16 (a) (1) (i) The County Council may provide for the issuance of permits for
17 the construction, repair, or remodeling of buildings.

18 (ii) A person may not construct, repair, or remodel a building
19 without obtaining a permit and paying a fee established by the County Council.

20 (2) The County Council shall:

21 (i) regulate uniformly the construction, improvement, and
22 demolition of buildings;

23 (ii) regulate the size of bricks and thickness of walls that are used in
24 houses to be built;

- 1 (iii) provide for the entry into and examination of all buildings, lots,
2 yards, enclosures, boats, and vehicles in order to determine their condition for health,
3 cleanliness, and safety;
- 4 (iv) 1. provide for the taking down and removal of buildings,
5 walls, structures, or superstructures that are or may become dangerous; or
- 6 2. require owners to move the buildings, walls, structures, or
7 superstructures or put them in a safe and sound condition at their own expense;
- 8 (v) regulate the building and maintenance of party walls, partitions,
9 fences, parapet walls, fire walls, smoke flues, fireplaces, hot-air flues, boilers, kettles,
10 smokestacks, and stove pipes;
- 11 (vi) regulate the storage of gasoline and other combustibles or
12 explosives in any structure listed in item (v) of this paragraph;
- 13 (vii) regulate the safe construction, inspection, and repair of private
14 and public buildings;
- 15 (viii) regulate, limit, or prohibit the construction of wooden or frame
16 buildings and remove the buildings at the owner's expense, when constructed or not
17 removed;
- 18 (ix) regulate the height, construction, and inspection of new
19 buildings;
- 20 (x) regulate the limits in which steps, porticoes, bay windows, or
21 other structural ornaments may be added to houses fronting on a highway, street, avenue,
22 lane, or alley;
- 23 (xi) regulate the materials used and the manner of installing electric
24 wiring or piping or laying conduit in any building;
- 25 (xii) regulate the location, manner of installation, size, and area per
26 lot of all advertising structures and restrict the projection of advertising structures over
27 public property;

1 (xiii) adopt and enforce all necessary rules or regulations over public
2 property; and

3 (xiv) impose fines and penalties for violations of rules or regulations
4 adopted under this paragraph.

5 (b) (1) A local law is not valid or effective until it is adopted by the County
6 Council at a regular meeting and recorded in the records of the County Council.

7 (2) Before adopting any local law under this section, the County Council
8 shall publish notice of the date, place, and time, in a newspaper of general circulation in
9 the part of the regional district affected by the local law, of the meeting of the County
10 Council at which the local law is to be presented for adoption.

11 (3) The notice shall:

12 (i) state that the meeting will include a hearing on the proposed
13 local law at which all persons will be given an opportunity to express the person's views on
14 the proposed local law;

15 (ii) 1. briefly indicate the nature of the local law to be adopted,
16 amended, or repealed; or

17 2. if a complete and comprehensive building code is to be
18 considered for adoption, provide a statement to that effect; and

19 (iii) be published at least once each week for 2 consecutive weeks
20 before the date of the meeting, but the County Council may provide for more extensive
21 notification.

22 (c) (1) (i) After local laws are adopted, the County Council shall record the
23 local laws in a book kept for that purpose in the office of the County Council.

24 (ii) When the local laws are recorded under this paragraph, all
25 persons are deemed to have notice of the local laws and no actual notice need be proven.

26 (2) (i) The County Council shall print a sufficient number of copies of
27 the adopted and recorded local laws for general distribution.

1 (ii) If it is necessary to prove the existence of the local laws in any
2 judicial proceeding, a printed copy is prima facie evidence of the existence.

3 (d) (1) The County Council may wholly or partly amend any local law adopted
4 under this section.

5 (2) Amendments are valid and effective when recorded as provided in
6 subsection (c) of this section.

7 (e) The County Council may exempt a municipal corporation or special taxing
8 district in the regional district from local laws adopted under this section if the County
9 Council determines that the building regulations and enforcement in the municipal
10 corporation or special taxing district are as adequate and equally effective as the local laws
11 adopted by the County Council.

12 (f) (1) The County Council, in addition to the remedies provided for by this
13 subtitle and Title 27 of this article, may provide for the enforcement of the local laws
14 adopted under this section by applying to the Circuit Court for Prince George’s County for
15 an injunction.

16 (2) A violation of the local laws is sufficient cause in itself for the issuance
17 of an injunction when applied for, and no further cause need be alleged or shown.

18 (g) (1) A building code adopted under this section shall be enforced by the
19 officers designated in the county charter or county code.

20 (2) All fees and penalties are governed by the law applicable to a charter
21 county.

22 20–515.

23 The county or a unit of the county responsible for issuing grading permits shall place
24 conditions on a grading permit issued under Subtitle 4, Division 3 of the Prince George’s
25 County Code (2007 Edition) if:

26 (1) the permit involves at least 10 acres of land in the county portion of the
27 regional district; and

1 (2) the county or the unit finds there is or would be an adverse effect, as a
2 result of noise or traffic, on the safety, health, or welfare of the residents in the immediate
3 area of the land that is the subject of the grading permit.

4 **22-217.**

5 **IN THE PORTION OF THE REGIONAL DISTRICT LOCATED IN PRINCE GEORGE’S**
6 **COUNTY, THE PERMIT DEPARTMENT CONDUCTS THE REVIEW OF ZONING AND**
7 **CONDITIONS OF APPROVAL UNDER § 25-214 OF THIS ARTICLE.**

8 **23-109.**

9 **IN THE PORTION OF THE REGIONAL DISTRICT LOCATED IN PRINCE GEORGE’S**
10 **COUNTY, THE PERMIT DEPARTMENT CONDUCTS THE REVIEW OF SUBDIVISION AND**
11 **CONDITIONS OF APPROVAL UNDER § 25-214 OF THIS ARTICLE.**

12 **25-214.**

13 **(A) THIS SECTION APPLIES ONLY IN THE PORTION OF THE REGIONAL**
14 **DISTRICT LOCATED IN PRINCE GEORGE’S COUNTY.**

15 **(B) (1) (I) NOTWITHSTANDING ANY PUBLIC LOCAL LAW OR ANY OTHER**
16 **PUBLIC GENERAL LAW, INCLUDING MUNICIPAL DELEGATION UNDER § 25-301 OF**
17 **THIS TITLE, AN APPLICATION FOR A PERMIT LISTED IN PARAGRAPH (2) OF THIS**
18 **SUBSECTION SHALL BE REVIEWED SOLELY BY THE PERMIT DEPARTMENT, AND NOT**
19 **BY THE COMMISSION OR A UNIT OF THE COMMISSION.**

20 **(II) THIS SECTION MAY NOT BE CONSTRUED TO LIMIT THE**
21 **AUTHORITY OF THE COMMISSION OVER OTHER AREAS OF LAND USE SUCH AS SITE**
22 **PLAN REVIEW.**

23 **(2) PERMITS FOR THE FOLLOWING LAND USE FUNCTIONS AND AREAS**
24 **ARE SUBJECT TO MANDATORY REVIEW UNDER THIS SECTION:**

25 **(I) ZONING, INCLUDING MAP AMENDMENTS, SPECIAL**
26 **EXCEPTIONS, CONCEPTUAL SITE PLANS, COMPREHENSIVE DESIGN PLANS,**

1 DETAILED SITE PLANS, SPECIFIC DESIGN PLANS, OTHER RELATED PLANS, AND
2 CONDITIONS OF APPROVAL;

3 (II) SUBDIVISION, INCLUDING PRELIMINARY PLANS, FINAL
4 PLATS, AND CONDITIONS OF APPROVAL;

5 (III) PUBLIC AND PRIVATE RECREATIONAL AMENITIES, PARK
6 DEVELOPMENT, TRAIL REVIEW, AND OTHER MATTERS RELATED TO DEVELOPMENT
7 OF RECREATIONAL FACILITIES OR AMENITIES;

8 (IV) TRAFFIC REVIEW, INCLUDING ROAD IMPROVEMENTS
9 SUBJECT TO COUNTY OR LOCAL JURISDICTION;

10 (V) NATURAL RESOURCE AND ENVIRONMENTAL PLANNING
11 REVIEWS, INCLUDING FOREST CONSERVATION PLANS, SOIL ANALYSIS,
12 FLOODPLAINS, AND WETLANDS;

13 (VI) HISTORIC REVIEW, HISTORIC WORK AREA PERMITS, AND
14 CONDITIONS OF APPROVAL; AND

15 (VII) LANDSCAPING AND SIGNAGE.

16 (c) (1) AN AGGRIEVED PERSON MAY MAKE A REQUEST TO REVIEW A
17 DECISION OF THE PERMIT DEPARTMENT UNDER THIS SECTION TO THE COUNTY
18 BOARD OF APPEALS IN THE SAME MANNER AS IF THE DECISION WERE MADE BY A
19 UNIT OF THE COMMISSION.

20 (2) AN AGGRIEVED PERSON MAY REQUEST ANY OTHER
21 ADMINISTRATIVE OR JUDICIAL REVIEW OF A DECISION OF THE COUNTY BOARD OF
22 APPEALS UNDER PARAGRAPH (1) OF THIS SUBSECTION IN ACCORDANCE WITH
23 APPLICABLE LAW.

24 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect July
25 1, 2016.

14

Amendment to MOU
with the University of
Maryland regarding
bikeshare system

MEMORANDUM

To: Mayor and Council

From: Suellen M. Ferguson, City Attorney

CC: Scott Somers, City Manager

Date: December 30, 2015

Re: Memorandum of Understanding with University of Maryland – Bikeshare System

ISSUE:

The Mayor and Council have approved a contract with Zagster, Inc. to provide a bikeshare system to the City and the University of Maryland for a three year period. A Memorandum of Understanding (“MOU”) between the City and University is necessary to determine the rights and responsibilities of the two parties with respect to this jointly owned bikeshare system.

SUMMARY:

In 2013, the Mayor and Council approved an MOU between the City and University with respect to division of bikeshare system rights and responsibilities between the parties. This MOU was not signed, due to the fact that a contract with Capital Bikeshare was not reached. Since that time, the City and University issued an RFP for a bikeshare system, and Zagster submitted the winning bid. The number of stations, and a few other items have changed since the original MOU was approved. The revised MOU is attached for review and approval.

RECOMMENDATION:

That the Mayor and Council approve the MOU in substantially the form attached.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), is effective this _____ day of _____, 2016, between the University of Maryland, (hereinafter the “University”) and the City of College Park (hereinafter the “City”), referred to herein collectively as “the Parties”.

WHEREAS, the City and the University have each applied for and been granted Bikeshare program funding from the State of Maryland Department of Transportation (“Department”); and

WHEREAS, the City and the University have each endorsed a Bikesharing Grant Project Agreement with the Department; and

WHEREAS, the funding received by the Parties, plus other sources of funds received, will allow the University to install seven (7) bikeshare station locations and will allow the City to install seven (7) bikeshare station locations, together with 125 associated bicycles and maintenance and operations services (“Initial Launch”); and

WHEREAS, the Parties recognize that additional station locations and bicycles may be added to the Initial Launch by the University or the City, subject to that party providing the funds for installation and operation; and

WHEREAS, the City and the University have determined that, to maximize the benefits of their respective grants and to achieve their respective bikeshare program goals and the purchase, installation and operation of bikeshare stations and bicycles, it is appropriate to coordinate their efforts and to create a City/University Bikeshare System; and

WHEREAS, the Parties have reached an agreement to coordinate their efforts, as set out in this MOU.

NOW, THEREFORE, the Parties in consideration of the promises exchanged herein, the receipt and sufficiency of which are mutually acknowledged, agree as follows;

1. The recitals set forth above as well as the foregoing “NOW, THEREFORE,” are incorporated herein as operative provisions of the MOU.
2. The initial term of this MOU shall commence on the Effective Date and, unless terminated earlier in accordance herewith, shall continue for a period of three (3) years from the Initial Launch Date. The Initial Launch Date is the date on which the City/University Bikeshare System fourteen locations and 125 associated bicycles are installed and operational.
3. The Parties agree that this MOU applies to the seven (7) bikeshare station locations that the University will install and the seven (7) bikeshare station locations that the City will install, together with 125 associated bicycles and maintenance and operations services, using the funds provided through the Bikesharing Grant Project administered by the Department and funds received from other sources (“Initial Launch”). The bikeshare station locations are more particularly described on attached Exhibit A. The University has obtained Facilities Council approval for the installation of all campus locations. It is recognized by the Parties that the location of the stations reflected in Exhibit A may be changed as appropriate. Additional bikeshare station locations (“Additional Locations”) and additional bicycles

(“Additional Bicycles”) may be added to the Project by the University or the City, subject to funding by that party of installation and operations.

4. The City and the University have jointly selected a contractor, Zagster, Inc. (“Contractor”), to install the Initial Launch, and maintain the said bikeshare station locations and bicycles for a term of three years, together with any Additional Locations and Additional Bicycles included during that period. The City and the University of Maryland will each pay one-half of the One-Time Fee of \$650,500.00 for the Initial Launch, to include the fourteen (14) station set-up and parking spaces installation for \$65,500.00, and 125 initial bicycles at a price of \$585,000.00. The University has indicated its intention to specify five initial bicycles as ADA compliant, and will assume the increase in cost for those bicycles. The party placing the order for installation with the Contractor shall bear the cost of any Additional Locations and Additional Bicycles.
5. The City and University may develop a joint project name, logo, color scheme and any other branding specifications for use with the project.
6. The Parties anticipate that the Project will generate revenues from subscription and user fees and from advertising and sponsorship fees. Subscription fees are those fees paid by subscribers to the City/University Bikeshare System. Usage fees are the fees attributable to bicycles rented in (trips initiated from stations in) the City or on the campus of the University. Sponsorship fees are the fees attributable to payments by sponsors for the opportunity to add their logo to a bikeshare station location signage and/or to

the basket on each sponsored bicycle. The City and the University agree to share the net proceeds attributable to the Initial Launch, after deducting all costs of the Program, so that each party receives one-half of the proceeds from the locations and bicycles included in the Initial Launch. The Parties recognize that either party may obtain Additional Locations and/or Additional Bicycles from the Contractor after the Initial Launch. The net proceeds derived from Additional Locations and Additional Bicycles shall be divided between the parties on a pro rata basis based on the number of Additional Bicycles obtained by each party from the Contractor.

7. The City and the University agree to share information and to work jointly to file periodic reports pursuant to the requirements of their respective Bikesharing Grant Project Agreements.
8. The City and the University agree to attend periodic meetings, no less than quarterly, to review performance of the goals of the Program.
9. The Parties agree to cooperate in publicizing the Program.
10. 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 agrees to indemnify, save harmless and defend the University from and against any and all claims, demands, suits, liabilities, losses, damages, judgments, and payments including attorney fees claimed or made by persons not party to this Agreement which may in any way accrue against the University as a result of the negligent or intentional acts of the City, its agents,

servants and employees. Subject to and without waiving common law and other governmental immunities and the provisions §12-101 et seq., Maryland Tort Claims Act, State Government Article, Annotated Code of Maryland, the University agrees to indemnify, save harmless and defend the City from and against any and all claims, demands, suits, liabilities, losses, damages, judgments, and payments including attorney fees claimed or made by persons not party to this Agreement which may in any way accrue against the City as a result of the negligent or intentional acts of the University, its agents, servants and employees.

11. The terms and conditions of this MOU shall be governed by the laws of the State of Maryland and Prince George's County, Maryland.
12. The Parties shall not discriminate in employment because of religion, race, sex, age, color, occupation, familial status, marital status, political opinion, personal appearance, sexual orientation, physical/mental handicaps or national origin.
13. Failure of either party to enforce any provision or terms of this MOU shall not be deemed a waiver of said provision and terms.
14. No changes, modifications or amendments shall be effective for any purpose without prior written approval of the Parties.
15. Notwithstanding anything to the contrary herein, this MOU may be terminated upon the breach by either party of any of the terms of this MOU. In such event, the non-breaching party may terminate this MOU immediately. This provision shall not limit either party in exercising any other rights or remedies it may have.

16. The performance of work or delivery of services under this MOU may be terminated in whole or in part at any time upon written notice when either party determines that such termination is in its best interest. The terminating party will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination, and for those contract obligations undertaken pursuant to Paragraph 4 of this MOU. The Parties recognize that the Project is part of an effort to construct an area-wide bikeshare system, and that each of the parts of the Project are important to this effort. As a result, in the event of termination for cause or for convenience, the Parties will make reasonable efforts to ensure that each of the viable bikeshare stations continues to operate.

17. In the event that any provision of this MOU shall be held invalid or not enforceable by any Court of competent jurisdiction, such provision shall not invalidate or render unenforceable any other provision hereof.

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

ATTEST:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

WITNESS:

UNIVERSITY OF MARYLAND

By: _____

Name:

Title:

APPROVED AS TO LEGAL SUFFICIENCY:

Suellen M. Ferguson
City Attorney

15

County grant for animal welfare

MEMORANDUM

TO: Mayor and Council

THROUGH: Scott Somers, City Manager

FROM: Robert W. Ryan, Public Services Director



DATE: December 30, 2015

SUBJECT: County Grant for Animal Welfare – Information Report

ISSUE

The City was awarded a \$5,000.00 grant by Prince George's County through the efforts of County Council Member Mary Lehman. This grant is designated for general use for Animal Control and Welfare programs.

SUMMARY

Earlier this past fall the City was invited by Council Member Lehman to apply for a \$5,000 grant for our animal control and welfare programs. We were notified that our grant was approved. The funds are undesignated except that they must be used for animal control and welfare programs.

The City budget, fines, and fees for services adequately support our Animal Control Officer position, and the maintenance of our modest animal holding facility. Through our Animal Welfare Committee's efforts, donations to the City's Animal Control program are received, and funds are available to assist in animal veterinary care for animals the City holds as needed. A highly successful feline adoption program has been established with PETCO, and is sustained through the volunteer efforts of our AWC and others. A separate grant program, funded by the Maryland Department of Agriculture, has been extended through 2016, and provides free spay and neutering services for any College Park resident's pets.

One unfunded issue identified by our ACO and the AWC, is the problem with feral cat colonies. The ACO has identified at least four separate colonies within the City. The AWC would like to be able to work with and promote the services of a non-profit Trap-Neuter-Release (TNR) program to address this issue. There are challenges to the City sponsoring such programs. We adopt County Animal Management regulations by reference in the City Code, and apply them in the same manner and use of similar protocol. While the County does not sponsor or promote TNR, County Animal Management staff are currently reassessing TNR programs which are active within the County. They, and our ACO, will release captured cats if they have had their ears "tipped" to indicate they have been "TNRed". The release of feral cats back into a

community is not without controversy. Residents who feed and watch birds in their yards do not want predator cats. Some residents may object to feral cats defecating in their yards. It may be premature for the City AWC to promote a TNR program until County animal management staff have had more time to study the issues and effect change in County regulations.

Members of our AWC may have other ideas which could benefit from the use of the County grant funding. They will be asked to discuss this at their meeting and make recommendations.

RECOMMENDATIONS

Staff recommends that the Council authorize the City Manager to spend these FY 2016 grant funds on unfunded projects recommended by the AWC, or in support of ACO supplies or equipment needs to be determined.

16

Appointments

- City Boards and Committees
- 2016 MWCOG Policy Committee and Board appointments
- Appointment of Mayor Wojahn to the CPCUP
- Council appointments to CPCUP committees

City of College Park
Board and Committee Appointments

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

Advisory Planning Commission			
Appointee	Represents	Appointed by	Term Expires
Larry Bleau 7/9/02	District 1	Mayor	12/15
Rosemarie Green Colby 04/10/12	District 2	Mayor	04/18
Christopher Gill 09/24/13	District 1	Mayor	09/16
James E. McFadden 2/14/99	District 3	Mayor	04/16
Kate Kennedy 08/11/15	District 1	Mayor	08/18
Javid Farazad 10/27/15	District 4	Mayor	10/18
<p>City Code Chapter 15 Article IV: The APC shall be composed of 7 members appointed by the Mayor with the approval of Council, shall seek to give priority to the appointment of residents of the City and assure that there shall be representation from each of the City's four Council districts. Vacancies shall be filled by the Mayor with the approval of the Council for the unexpired portion of the term. Terms are three years. The Chairperson is elected by the majority of the Commission. Members are compensated. Liaison: Planning.</p>			

Aging-In-Place Task Force			
Appointee	Position Filled:	Resides In:	Term Expires
Cory Sanders 07/15/14	Resident 1	District 1	Upon completion and submission of final report to the City Council.
Darlene Nowlin 10/14/14	Resident 2	District 4	
VACANT	Resident 3		
Lisa Ealley 01/27/15	Resident 4	District 1	
Judy Blumenthal 01/27/15	Resident 5	District 1	
Dave Dorsch 03/10/15	Resident 6	District 3	
Helen Barnes 04/15/15	Resident 7	District 3	
VACANT	Resident 8		
Denise C. Mitchell	Councilmember 1	District 4	
Patrick L. Wojahn 11/25/14	Councilmember 2	District 1	
P. J. Brennan 11/25/14	Councilmember 3	District 2	
Fazlul Kabir 11/25/14	Councilmember 4	District 1	
<p>Established April 2014 by Resolution 14-R-07. Council positions expanded from 2 to 4 by Resolution 14-R-34 October 2014. Final report of strategies and recommendations to Council anticipated January 2015. Composition: 8 City residents (with the goal of having two from each Council District) and 4 City Council representatives, for a total of 12. Quorum = 5. Task Force shall elect Chairperson from membership. Not a compensated committee. Liaison: Director of Youth, Family and Seniors Services.</p>			

Airport Authority			
Appointee	Resides in	Appointed by	Term Expires
James Garvin 11/9/04	District 3	M&C	10/18
Jack Robson 5/11/04	District 3	M&C	03/17
Anna Sandberg 2/26/85	District 3	M&C	03/16
Gabriel Iriarte 1/10/06	District 3	M&C	04/16
Christopher Dullnig 6/12/07	District 2	M&C	01/17
David Kolesar 04/28/15	District 1	M&C	04/18
Dave Dorsch 08/11/15	District 3	M&C	08/18
City Code Chapter 11 Article II: 7 members, must be residents and qualified voters of the City, appointed by Mayor and City Council, <i>term to be decided by appointing body</i> . Vacancies shall be filled by M&C for an unexpired portion of a term. Authority shall elect Chairperson from membership. Not a compensated committee. Liaison: City Clerk's Office.			

Animal Welfare Committee			
Appointee	Resides in	Appointed by	Term Expires
Lois Donaty 07/14/15	District 2	M&C	07/18
Dave Turley 3/23/10	District 1	M&C	03/16
Patti Stange 6/8/10	Non resident	M&C	02/17
Taimi Anderson 6/8/10	Non resident	M&C	02/18
Suzie Bellamy 9/28/10	District 4	M&C	04/17
Nick Brennan 05/26/15	District 2	M&C	05/18
Kathy Rodeffer 11/24/15	Non resident	M&C	11/18
Resolution 15-R-26, 10-R-20: Up to fifteen members appointed by the Mayor and Council for three-year terms. Not a compensated committee. Liaison: Public Services.			

Board of Election Supervisors			
Appointee	Represents	Appointed by	Term Expires
John Robson (Chief) 5/24/94	Mayoral appt	M&C	03/17
Terry Wertz 2/11/97	District 1	M&C	03/17
Mary Katherine Theis 02/24/15	District 2	M&C	03/17
Janet Evander 07/16/13	District 3	M&C	03/17
Maria Mackie 08/12/14	District 4	M&C	03/17
City Charter C4-3: The Mayor and Council shall, not later than the first regular meeting in March of each year in which there is a general election, appoint and fix the compensation for five qualified voters as Supervisors of Elections, one of whom shall be appointed from the qualified voters of each of the four election districts and one of whom shall be appointed by the Mayor with the consent of the Council. The Mayor and Council shall designate one of the five Supervisors of Elections as the Chief of Elections. This is a compensated committee; compensation is based on a fiscal year. Per Council action (item 11-G-66) effective in March, 2013: In an election year all of the Board receives compensation. In a non-election year only the Chief Election Supervisor will be compensated. Liaison: City Clerk's office.			

Cable Television Commission			
Appointee	Resides in	Appointed by	Term Expires
Jane Hopkins 06/14/11	District 1	Mayor	09/17
VACANT		Mayor	
James Sauer 9/9/08	District 3	Mayor	10/16
Tricia Homer 3/12/13	District 1	Mayor	03/16
Normand Bernache 09/23/14	District 4	Mayor	09/17
City Code Chapter 15 Article III: Composed of four Commissioners plus a voting Chairperson, appointed by the Mayor with the approval of the Council, three year terms. This is a compensated committee. Liaison: City Manager's Office.			

College Park City-University Partnership			
Appointee	Represents	Appointed by	Term Expires
Carlo Colella	Class A Director	UMD President	06/30/18
Edward Maginnis	Class A Director	UMD President	06/30/18
Michael King	Class A Director	UMD President	06/30/16
Brian Darmody	Class A Director	UMD President	06/30/17
Andrew Fellows	Class B Director	M&C	06/30/17
Maxine Gross	Class B Director	M&C	06/30/18
Senator James Rosapepe	Class B Director	M&C	06/30/16
Stephen Brayman	Class B Director	M&C	06/30/17
David Iannucci (07/15/14)	Class C Director	City and University	06/30/17
Dr. Richard Wagner	Class C Director	City and University	06/30/16
The CPCUP is a 501(c)(3) corporation whose mission is to promote and support commercial revitalization, economic development and quality housing opportunities consistent with the interests of the City of College Park and the University of Maryland. The CPCUP is not a City committee but the City makes appointments to the Partnership. Class B Directors are appointed by the Mayor and City Council; Class C Directors are jointly appointed by the Mayor and City Council and the President of the University of Maryland.			

Citizens Corps Council			
Appointee	Represents	Appointed by	Term Expires
Spiro Dimakas		M&C	10/17
Yonaton Kobrias 10/14/14		M&C	10/17
VACANT	Neighborhood Watch	M&C	
Dan Blasberg 3/27/12		M&C	03/18
David L. Milligan (Chair) 12/11/07		M&C	02/17
Resolution 05-R-15. Membership shall be composed as follows: A Citizen Corps Coordinator for each neighborhood shall be nominated and appointed by the Mayor and Council and serve as a potential member of the CPCCC for the term of their respective office in the neighborhood group. Mayor and Council shall nominate and appoint 5 to 7 residents to serve as community coordinators and to serve on the CPCCC. At least one member of the CPCCC shall be the Neighborhood Watch Coordinator, and at least one member shall represent each of the other Citizen Corps programs such as CERT, Fire Corps, Volunteers In Police Service, etc. Each member of the CPCCC shall serve for			

a term of 3 years, and may be reappointed for an unlimited number of terms. The Mayor, with the approval of the City Council, shall appoint the Chair and Co-Chair of the CPCCC from among the members of the committee. The Director of Public Services shall serve as an ex officio member. Not a compensated committee. Liaison: Public Services.

Committee For A Better Environment			
Appointee	Resides in	Appointed by	Term Expires
Janis Oppelt 8/8/06	District 1	M&C	09/15
Suchitra Balachandran 10/9/07	District 4	M&C	01/17
Donna Weene 9/8/09	District 1	M&C	12/15
Kennis Termini 01/14/14	District 1	M&C	01/17
Matt Dernoga 12/09/14	District 1	M&C	12/17
Karen Garvin 04/28/15	District 1	M&C	04/18
Susan Keller 05/26/15	District 1	M&C	05/18
Adam Killian 11/24/15	District 1	M&C	11/18
City Code Chapter 15 Article VIII: No more than 25 members, appointed by the Mayor and Council, three year terms, members shall elect the chair. Not a compensated committee. Liaison: Planning.			

Education Advisory Committee			
Appointee	Represents	Appointed by	Term Expires
Cory Sanders 09/24/13	District 1	M&C	09/15
Charlene Mahoney 12/11/12	District 2	M&C	02/17
Alethea Ten Eyck-Sanders 11/10/15	District 3	M&C	11/17
VACANT			
Melissa Day 9/15/10	District 3	M&C	03/17
Carolyn Bernache 2/9/10	District 4	M&C	12/16
Doris Ellis 9/28/10	District 4	M&C	12/16
Tricia Homer 04/22/14	District 1	M&C	04/16
Peggy Wilson 6/8/10	UMCP	UMCP	05/16
Resolutions 15-R-25, 97-R-17, 99-R-4 and 10-R-13: At least 9 members who shall be appointed by the Mayor and Council: at least two from each Council District and one nominated by the University of Maryland. Two year terms. The Committee shall appoint the Chair and Vice-Chair of the Committee from among the members of the Committee. Not a compensated committee. Liaison: Youth and Family Services.			

Ethics Commission			
Appointee	Represents	Appointed by	Term Expires
Nora Eidelman 11/24/15	District 1	Mayor	11/17
Joe Theis 05/12/15	District 2	Mayor	05/17
James Sauer 12/09/14	District 3	Mayor	12/16
Gail Kushner 09/13/11	District 4	Mayor	01/16
Robert Thurston 9/13/05	At Large	Mayor	02/16
Alan C. Bradford 1/23/96	At-Large	Mayor	11/17
Frank Rose 05/08/12	At-Large	Mayor	05/14
<p>City Code Chapter 38 Article II: Composed of seven members appointed by the Mayor and approved by the Council. Of the seven members, one shall be appointed from each of the City's four election districts and three from the City at large. 2 year terms. Commission members shall elect one member as Chair for a renewable one-year term. Commission members sign an Oath of Office. Not a compensated committee. Liaison: City Clerk's office.</p>			

Housing Authority of the City of College Park			
Bob Catlin 05/13/14		Mayor	05/01/19
Betty Rodenhausen 04/09/13		Mayor	05/01/18
John Moore 9/10/96		Mayor	05/01/19
Thelma Lomax 7/10/90		Mayor	05/01/20
Carl Patterson 12/11/12	Attick Towers resident	Mayor	05/01/16
<p>The College Park Housing Authority was established in City Code Chapter 11 Article I, but it operates independently under Article 44A Title I of the Annotated Code of Maryland. The Housing Authority administers low income housing at Attick Towers. The Mayor appoints five commissioners to the Authority; each serves a five year term; appointments expire May 1. Mayor administers oath of office. One member is a resident of Attick Towers. The Authority selects a chairman from among its commissioners. The Housing Authority is funded through HUD and rent collection, administers their own budget, and has their own employees. The City supplements some of their services.</p>			

Neighborhood Quality of Life Committee			
Name:	Represents:	Appointed By:	Term Ends:
Mayor and City Council of the City of College Park			Term in office
Chief David Mitchell	UMD DPS (UMD Police)	University	02/16
Dr. Andrea Goodwin	UMD Administration – Rep 1	University	02/16
Marsha Guenzler-Stevens (Stamp Student Union)	UMD Administration – Rep 2	University	04/16
Matthew Supple (Fraternity-Sorority Life)	UMD Administration – Rep 3	University	04/16
Gloria Aparicio- Blackwell (Office of Community Engagement)	UMD Administration – Rep 4	University	04/16
Karyn Keating-Volke	City Resident 1	City Council	02/17
Aaron Springer	City Resident 2	City Council	10/17

Bonnie McClellan	City Resident 3	City Council	04/16
Christine Nagle	City Resident 4	City Council	04/16
Bob Schnabel	City Resident 5	City Council	08/17
Ryan Belcher	City Resident 6	City Council	09/17
Cole Holocker	UMD Student 1	City Council	11/16
Adler Pruitt	UMD Student 2	City Council	09/17
Taylor Roethle	UMD Student 3	IFC	09/17
VACANT	UMD Student 4		
VACANT	UMD Student 5	Nat'l Pan-Hell. Council, Inc. / United Greek Council	
Drew Hogg	Graduate Student	GSG Representative	09/17
VACANT	Student Co-Operative Housing	City Council	
Maj. Dan Weishaar	PG County Police Dept.	PG County Police	
Bob Ryan	Director of Public Services	City Council	10/15
Jeannie Ripley	Manager of Code Enforcement	City Council	
Lisa Miller	Rental Property Owner	City Council	02/16
Richard Biffl	Rental Property Owner	City Council	02/16
Paul Carlson	Rental Property Owner	City Council	03/16
<p>Established by Resolution 13-R-20 adopted September 24, 2013 to replace the Neighborhood Stabilization and Quality of Life Workgroup. Amended October 8, 2013 (13-R-20.Amended). Amended February 11, 2014 (14-R-03). Amended July 15, 2014 to change the name (14-R-23). City Liaison: City Manager's Office. Two year terms. Main Committee to meet four times per year. This is not a compensated committee.</p>			

Neighborhood Watch Steering Committee			
	Resident of:	Appointed By:	Term Expires:
Robert Boone 04/12/11	District 1	M&C	03/17
Aaron Springer 02/14/12	District 3	M&C	05/16
Nick Brennan 04/22/14	District 2	M&C	04/16
<p>Created on April 12, 2011 by Resolution 11-R-06 as a three-person Steering Committee whose members shall be residents. Coordinators of individual NW programs in the City shall be ex-officio members. Terms are for two years. Annually, the members of the Steering Committee shall appoint a Chairperson to serve for a one-year term. Meetings shall be held on a quarterly basis. This Resolution dissolved the Neighborhood Watch Coordinators Committee that was established by 97-R-15. This is not a compensated committee. Liaison: Public Services.</p>			

Noise Control Board			
Appointee	Represents	Appointed by	Term Expires
Mark Shroder 11/23/10	District 1	Council, for District 1	01/19
Harry Pitt, Jr. 9/26/95	District 2	Council, for District 2	03/16
Alan Stillwell 6/10/97	District 3	Council, for District 3	09/16
Suzie Bellamy	District 4	Council, for District 4	12/16
Adele Ellis 04/24/12	Mayoral Appt	Mayor	04/16
Bobbie P. Solomon 3/14/95	Alternate	Council - At large	05/18
Larry Wenzel 3/9/99	Alternate	Council - At large	02/18
<p>City Code Chapter 138-3: The Noise Control Board shall consist of five members, four of whom shall be appointed by the Council members, one from each of the four election districts, and one of whom shall be appointed by the Mayor. In addition, there shall be two alternate members appointed at large by the City Council. The members of the Noise Control Board shall select from among themselves a Chairperson. Four year terms. This is a compensated committee. Liaison: Public Services.</p>			

Recreation Board			
Appointee	Represents	Appointed by	Term Expires
Eric Grims 08/12/14	District 1	M&C	08/17
Sarah Araghi 7/14/09	District 1	M&C	10/18
Alan C. Bradford 1/23/96	District 2*	M&C	02/17
VACANT	District 2	M&C	
Adele Ellis 9/13/88	District 3	M&C	02/17
VACANT	District 3	M&C	
Barbara Pianowski 3/23/10	District 4	M&C	05/17
Judith Oarr 05/14/13	District 4	M&C	05/16
Bettina McCloud 1/11/11	Mayoral	Mayor	02/17
	Mayoral	Mayor	
<p>City Code Chapter 15 Article II: 10 members: two from each Council district appointed by the Mayor and Council and two members nominated by the Mayor and confirmed by the Mayor and Council. The Chairperson will be chosen from among and by the district appointees. 3 year terms. Not a compensated committee. Liaison: Public Services.</p> <p>*Although Mr. Bradford lives in what is now considered District 1, his residence was part of District 2 when he was appointed. The designation of his residence was changed to District 1 during the last redistricting. He is still considered an appointment from District 2.</p> <p>** Effective April 2012: Jay Gilchrist, Director of UMD Campus Recreation Services, changed his status from Rec Board member (Mayoral Appointment) to UM liaison to the Rec Board, similar to the M-NCPPC representative.</p>			

Tree and Landscape Board			
Member	Represents	Appointed by	Term Expires
Christine O'Brien 08/11/15	Citizen	M&C	08/17
John Krouse	Citizen	M&C	10/16
Eric Hoffman 08/11/15	Citizen	M&C	08/17
Mark Wimer 7/12/05	Citizen	M&C	10/16
Joseph M. Smith 09/23/14	Citizen	M&C	09/16
Janis Oppelt	CBE Chair Liaison		
John Lea-Cox 1/13/98	City Forester	M&C	04/17
Steve Beavers	Planning Director		
Brenda Alexander	Public Works Director		
City Code Chapter 179-5: The Board shall have 9 voting members: 5 citizens appointed by M&C, plus the CBE Chair or designee, the City Forester or designee, the Planning Director or designee and the Public Works Director or designee. Two year terms. Members choose their own officers. Not a compensated committee. Liaison: City Clerk's office.			

Veterans Memorial Committee			
Appointee	Represents	Appointed by	Term Expires
Deloris Cass 11/7/01		M&C	12/15
Joseph Ruth 11/7/01	VFW	M&C	12/15
Blaine Davis 10/28/03	American Legion	M&C	12/15
Rita Zito 11/7/01		M&C	12/18
Doris Davis 10/28/03		M&C	12/15
Arthur Eaton		M&C	11/16
Seth Gomoljak 11/6/14		M&C	11/17
VACANT			
Resolution 15-R-27, 01-G-57: Board comprised of 9 to 13 members including at least one member from American Legion College Park Post 217 and one member from Veterans of Foreign Wars Phillips-Kleiner Post 5627. Appointed by Mayor and Council. Three year terms. Chair shall be elected each year by the members of the Committee. Not a compensated committee. Liaison: Public Works.			

December 4, 2015

The Honorable Patrick L. Wojahn
Mayor
City of College Park
4500 Knox Road
College Park, Maryland 20740-3390

Dear Mayor Wojahn:

The Metropolitan Washington Council of Governments (COG) is asking that you review your 2015 appointments to COG's policy boards and committees and make reappointments or new appointments for 2016.

Information on College Park 2016 appointments is requested by January 8, 2016, so that each board and committee is fully constituted and able to commence its work as quickly as possible.

Please select individuals who have a strong interest in the subject matter covered by the policy board or committee and who are able to make a commitment to actively participate. Policy boards and committees generally meet monthly or every other month.

COG is an association of more than 250 local, state and federal elected officials in the National Capital Region. Each COG board or committee is largely comprised of local and state elected officials. Timely action on this appointment request will help ensure that program and technical committees, comprised of senior managers from area governments, and the COG staff receive clear and early guidance from elected officials on policy direction and priorities for 2016.

COG's effectiveness depends on engaged members and your continued leadership and support are deeply appreciated.

Please return the included form by mail, email or fax. Feel free to contact Laura Ambrosio at (202)962-3278 or lambrosio@mwkog.org if you have questions or need additional information. I may be reached at 202-962-3260 or cbean@mwkog.org.

Sincerely,



Chuck Bean
Executive Director

cc: Scott Somers, City Manager
Janeen Miller, City Clerk

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
2016 Solicitation for Appointments: City of College Park**

INDEPENDENT POLICY BOARDS	Current 2015 Appointment	2016 Appointment
COG Board of Directors (1) Meets monthly from 12 noon to 2:00 p.m.	Andrew Fellows <i>Denise Mitchell</i>	
National Capital Region Transportation Planning Board (1) Meets monthly 12 noon to 2:00 p.m.	Patrick Wojahn <i>Denise Mitchell</i>	
Metropolitan Washington Air Quality Committee (1) Meets monthly 12 noon to 2:00 p.m.	Robert Day <i>Monroe Dennis</i>	
POLICY COMMITTEES	Current 2015 Appointment	2016 Appointment
Region Forward Coalition (1) Meets quarterly dates TBD	Fazlul Kabir <i>Monroe Dennis</i>	
Human Services and Public Safety Policy Committee (1) Meets bi-monthly 12 noon to 2:00 p.m.	Denise Mitchell <i>Patrick Wojahn</i>	
Climate, Energy and Environment Policy Committee (1) Meets bi-monthly 10:00 a.m. to 12:00 p.m.	Fazlul Kabir <i>Denise Mitchell</i>	
Chesapeake Bay and Water Resources Policy Committee (1) Meets bi-monthly 10:00 a.m. to 12:00 p.m.	Andrew Fellows <i>Allen Hew</i>	

Notes: *Alternates are shown in italics.*

Instructions:

1. Review current appointments.
2. Refer to the enclosed policy board and committees list for a description of each policy board and committee for which we are requesting an appointment.
3. Appoint or reappoint an elected official for each policy board and committee. Please consider the individual's interest/experience with the committee subject matter, and his/her availability to participate given the noted committee schedule.
4. **Send approved appointments to Laura Ambrosio by January 8, 2016.**
Mailing Address: 777 North Capitol Street, N.E., 3rd Floor Washington, D.C. 20002
Email: lambrosio@mwkog.org
Fax: (202)962-3208

If you have questions please email or call Laura Ambrosio at lambrosio@mwkog.org or (202)962-3278.

MWCOG POLICY BOARDS AND COMMITTEES

COG is comprised of three independent policy boards and various supporting advisory and technical committees.

INDEPENDENT POLICY BOARDS

COG Board of Directors

The Board of Directors is COG's governing body and is responsible for its overall policies, functions, and funds. The Board takes action on committee or staff recommendations, discusses current and emerging multi-jurisdictional problems, and receives briefings on issues facing the region as a whole. Policy items on the agenda are normally generated from COG's policy and technical committees; business or administrative items are usually generated from staff.

Transportation Planning Board

The National Capital Region Transportation Planning Board (TPB) is the federally designated Metropolitan Planning Organization (MPO) for the region, and plays an important role as the regional forum for transportation planning. With participation from the District of Columbia and State Departments of Transportation and the region's local governments, the TPB prepares intermediate-range and long-range plans and programs that permit federal transportation funds to flow to the Washington region.

Metropolitan Washington Air Quality Committee

The Metropolitan Washington Air Quality Committee (MWAQC) is the entity certified by the mayor of the District of Columbia and the governors of Maryland and Virginia to prepare an air quality plan for the region and insure compliance with the Federal Clean Air Act. MWAQC coordinates air quality planning activities among COG and other entities, including the Transportation Planning Board; reviews policies; resolves policy differences; and forges a regional air quality plan for transmittal to the District of Columbia, Maryland, and Virginia and, ultimately, to the Environmental Protection Agency.

POLICY COMMITTEES

Policy committees are advisory committees of the COG Board.

Chesapeake Bay and Water Resources Policy Committee

Chesapeake Bay and Water Resources Policy Committee (CBPC) advises the COG Board on Bay-related policies and tracks developments under the federal-state Chesapeake Bay Program for implications to local governments. It also considers questions of potable water supply and waste water treatment. The CBPC regularly prepares position statements in response to state and federal legislation affecting the Bay.

Climate, Energy and Environment Policy Committee

Climate, Energy and Environment Policy Committee (CEEPC) advises the COG Board on climate change, energy, green building, alternate fuels, solid waste and recycling policy issues, and other environmental issues as necessary. The CEEPC is responsible for managing implementation of the COG Climate Change Report adopted by the COG Board on November 12, 2008. This responsibility includes development of a regional climate change strategy to meet the regional greenhouse gas reduction goals adopted by the Board.

Human Services and Public Safety Policy Committee

The Human Services and Public Safety Policy Committee (HSPSC) advises the COG Board on a variety of issues including affordable housing, homelessness, child welfare, crime control and prevention, and traffic safety. Recent actions have included reports on homelessness and crime trends in the region as well as a foreclosure summit to address the significant increase in home foreclosures across the region.

Region Forward Coalition

Regional Forward Coalition is to oversee the next steps recommended in Region Forward and advise the COG Board on future comprehensive regional planning and implementation activities. The Coalition's primary responsibilities includes overseeing the Region Forward performance Baseline analysis and future regional progress reports; use Region Forward as a guide to update the Regional Activity Centers; and create clear strategies and initiatives to support the transformation of regional centers into Complete Communities. The Coalition will provide cross-cutting regional policy capacity and long-range regional planning recommendations to the COG Board. The Coalition includes members from public, private and nonprofit sectors which all have a role in helping the Region meet its goals.

MEMORANDUM

TO: Mayor and City Council

FROM: Janeen S. Miller, City Clerk

DATE: December 29, 2015

RE: Appointment of Mayor Wojahn to replace Mayor Fellows on the Board of Directors of the College Park City University Partnership

ISSUE

Mayor Fellows resigned his position as a Class B Director of the College Park City University Partnership, leaving a vacancy to be filled by the Mayor and Council.

SUMMARY

The current roster for the CPCUP Board is below:

College Park City-University Partnership			
Appointee	Represents	Appointed by	Term Expires
Carlo Colella	Class A Director	UMD President	06/30/18
Edward Maginnis	Class A Director	UMD President	06/30/18
Michael King	Class A Director	UMD President	06/30/16
Brian Darmody	Class A Director	UMD President	06/30/17
VACANT	Class B Director	M&C	06/30/17
Maxine Gross	Class B Director	M&C	06/30/18
Senator James Rosapepe	Class B Director	M&C	06/30/16
Stephen Brayman	Class B Director	M&C	06/30/17
David Iannucci	Class C Director	City and University	06/30/17
Dr. Richard Wagner	Class C Director	City and University	06/30/16
Class A Directors are appointed by the President of the University; Class B Directors are appointed by the Mayor and City Council; Class C Directors are jointly appointed by the Mayor/City Council and the University President.			

The CPCUP Bylaws address the appointment of a Director to hold office for the unexpired portion of another Director’s term as follows:

Section 2.06. Filling of Vacancies:

“In the case of any vacancy on the Board of Directors through death, resignation, disqualification, removal, increase in the number of Directors or other cause, the Members may appoint a successor to hold office for the unexpired portion of the term of the Director whose place shall be vacant as follows: To the extent the vacancy is a Class A Director, the

new Class A Director shall be appointed by the President of the University of Maryland at College Park; to the extent the vacancy is a Class B Director, the new Class B Director shall be appointed by the Mayor and City Council of the City of College Park; and to the extent the vacancy is a Class C Director, the new Class C Director shall be nominated by the Board and appointed jointly by the Members. The Board may delegate its responsibility under this section to a nominating committee, as the Directors deem appropriate.

The failure of any Director to attend three (3) successive meetings without reason acceptable to the Members shall be cause for automatic disqualification.

Any Director may resign at any time by giving written notice to the Secretary of the Corporation or to the Board of Directors. Such resignation shall take effect at the time specified therein and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective. If any Director tenders such Director's resignation to take effect at a future time, the Members, in accordance with the terms of this Section 2.06 shall have the power to appoint a successor to take office at such time as such Director's resignation becomes effective.”

RECOMMENDATION

At the January 12 Regular Meeting, the Mayor and Council should appoint Mayor Wojahn to fill Mayor Fellows' vacant seat, with the term to expire June 30, 2017.

From: Andrew Mackenzie Fellows

Sent: Monday, December 14, 2015 12:24 PM

To: 'eolson@collegeparkpartnership.org' <eolson@collegeparkpartnership.org>

Subject: Resignation as Board Member

Dear Eric,

I announced my resignation to the College Park City Council as we named Patrick Wojahn as my replacement in the last November Council meeting, but may not have sent a letter to you. Needless to say, I'm proud of what we've accomplished over the last six years during which I've served, and hope to remain helpful in the future. I believe it is important that the current Mayor be a board member, and suggest that the Board may wish to address this in its bylaws and in coordination with the City of College Park for future mayoral transitions.

Regards,

Andy

Andrew Fellows

Local Government and Environmental Justice Program Manager

University of Maryland Environmental Finance Center

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College Park City-University Partnership
2016 Committee Appointments

1. Housing and Development
2. Public Safety
3. Education
4. Sustainability
5. Transportation

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Information Report:
SHA Baltimore
Avenue Sidewalk
Retrofit

MEMORANDUM

TO: Mayor and City Council

FROM: Bill Gardiner, Assistant City Manager

THROUGH: Scott Somers, City Manager

DATE: December 28, 2015

SUBJECT: Status Update on SHA Baltimore Avenue Sidewalk Retrofit Project

ISSUE: This report provides a status update on the SHA Baltimore Avenue Sidewalk Retrofit Project from University Boulevard to I-495.

SUMMARY:

For many years, the City Council and staff have discussed with the State Highway Administration (SHA) improvements to the sidewalk connectivity along Baltimore Avenue. This specific project (University Blvd. to I-495) was most recently presented by SHA to the City Council on July 8, 2014 and again on September 2, 2014.

The project will be funded through the SHA Sidewalk Retrofit program, and will repair and/or install sidewalks and ADA-accessible ramps along both sides of Baltimore Avenue between University Blvd and I-495. Crosswalks will be striped or re-striped where needed. The project is estimated to cost SHA approximately \$1.2 million. The SHA project manager has informed the City that the project is funded under the area-wide sidewalk contract.

The City Council authorized correspondence with SHA on October 7, 2014 stating that the City would accept maintenance of a retaining wall at Erie Street that is required for the installation of a sidewalk. The SHA Sidewalk Retrofit project does not usually cover the cost of additional infrastructure such as retaining walls, and this issue had delayed progress on the project. The solution was to have SHA pay for the construction of the retaining wall, and once it was completed, the City would take over ownership and be responsible for any maintenance costs.

Following that correspondence, SHA staff has proceeded with the design of the retaining wall and initiated communication with adjoining property owners to obtain "Right of Entry" permission necessary for the sidewalk construction. SHA needs approximately 160 agreements, and has requested the assistance of the City Engineer to obtain some of these agreements. As of December 1, 2015, SHA indicated that they have received about 130 agreements.

The tentative construction start date is summer 2016, pending the receipt of the remaining Right of Entry permits. The construction will take approximately six to seven months. SHA has made a second mailing of the Right-of-Entry agreement to those property owners that have not responded. SHA and the City Engineer have met with property owners to explain the project and the need for the construction crews to temporarily enter the owner's property for the construction of the sidewalk. A second meeting is planned for January with those property owners who have not responded to the second mailing.

RECOMMENDATION: Information only.