



**TUESDAY, OCTOBER 4, 2016**  
**CITY OF COLLEGE PARK**  
**COUNCIL CHAMBERS**

**WORKSESSION AGENDA**  
**7:30 P.M.**

**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.

Time	Item	Staff/Council
7:30	CALL TO ORDER	
	CITY MANAGER'S REPORT	
	AMENDMENTS TO AND APPROVAL OF THE AGENDA	
<b>Discussion Items</b>		
7:35	1 Annual Police Agencies Presentations (75)	
8:50	2 Property Use Agreement for MilkBoy & Arthouse (20) Guests: Linda Carter	Bob Ryan, Director of Public Services and Suellen Ferguson, City Attorney
9:10	3 Presentation from the College Park Tennis Club and request for support from the City (15) Guest: Ray Benton	
9:25	4 Report on Hollywood Road extended feasibility study (20) Guests: Jagdish Mandavia, Diane Yep	Terry Schum, Director of Planning
9:45	5 Discussion/Decision on whether to change the City's Homestead Tax Credit rate (If there will be a change: Introduce Ordinance on October 11, Public Hearing and Adoption on October 25) (20)	Scott Somers, City Manager and Finance Department
10:05	6 Discussion about the future of the Neighborhood Watch Steering Committee (20)	Bob Ryan, Director of Public Services

10:25	7	National Night Out planning – request of Councilmember Nagle (20)	Bob Ryan, Director of Public Services
10:45	8	Discussion of an amendment to the City Code to prohibit the placement of furniture not designed for outdoor use, within or under a permanent accessory structure such as a covered porch or gazebo (Chapter 125-10.N) –(15)	Bob Ryan, Director of Public Services
11:00	9	<b>Possible Special Session:</b> 1. CB-93-2016, healthy requirements for vending machines on County, municipal and M-NCPPC property throughout Prince George’s County.  2. CB-84-2016, Outdoor Advertising Sign (Billboard) to include Digital Billboard.	Bill Gardiner, Assistant City Manager
11:05	10	Requests For/Status of Future Agenda items	Mayor and Council
11:10	11	Appointments to Boards and Committees	Mayor and Council
11:15	12	Mayor and Councilmember Comments	Mayor and Council
11:20	13	City Manager's Comments	Scott Somers, City Manager

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This agenda is subject to change. Item times are estimates only. 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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# Annual Police Agencies Presentations

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



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

**Meeting Date:** October 4, 2016

**Presented By:** R.W. Ryan  
Public Services Director  
Multiple Police Agencies

**Proposed Consent Agenda:** No

**Originating Department:** Public Services Department

**Issue Before Council:** Annual Police Agency Presentations - Representatives of all police agencies which serve within the City have been invited to participate in a work session with the Mayor and Council.

**Strategic Plan Goal:** Goal 6: Excellent Services

**Background/Justification:**

It has been the custom of the City of College Park Mayor and Council to invite police commanders from each of the agencies having jurisdiction within City limits to an annual Council work session regarding police services. The City will continue this practice with a fall 2016 work session meeting to review the last two quarters of 2015, and January through July 2016. Items to be presented and discussed include a crime and police services statistical report for the previous year from each agency and an update on current criminal and crime prevention activity in the City. In addition, any information regarding such changes as new staff, reorganizations, special projects, etc. may be presented.

Attached for the Council's information are the annual and fiscal year-to-date activity reports for our contract police program. In addition, the annual noise code enforcement report is attached as the City's contract police are assigned to provide backup for City code enforcement officers when they respond to noise complaints. Contract officers also respond to noise complaints when code enforcement officers are not on duty. Lt. Keleti and I will present the contract police report.

Since this is a public meeting, no information related to specific crimes which are under investigation will be discussed.

**Fiscal Impact:**

The City has budgeted a total of \$1,305,319 in FY17 for the contract police program.

**Council Options:**

No Council action is required.

**Staff Recommendation:**

Council should consider the information provided and take this opportunity to discuss crime trends and crime prevention in the City with the representatives of agencies having concurrent jurisdiction in various areas of the City.

**Recommended Motion:**

Not applicable

**Attachments:**

1. Contract Police Annual Report FY16
2. Contract Police YTD Report FY17
3. Annual Noise Report FY16 and YTD FY17



# CONTRACT POLICE

## Full and Part-time Officers

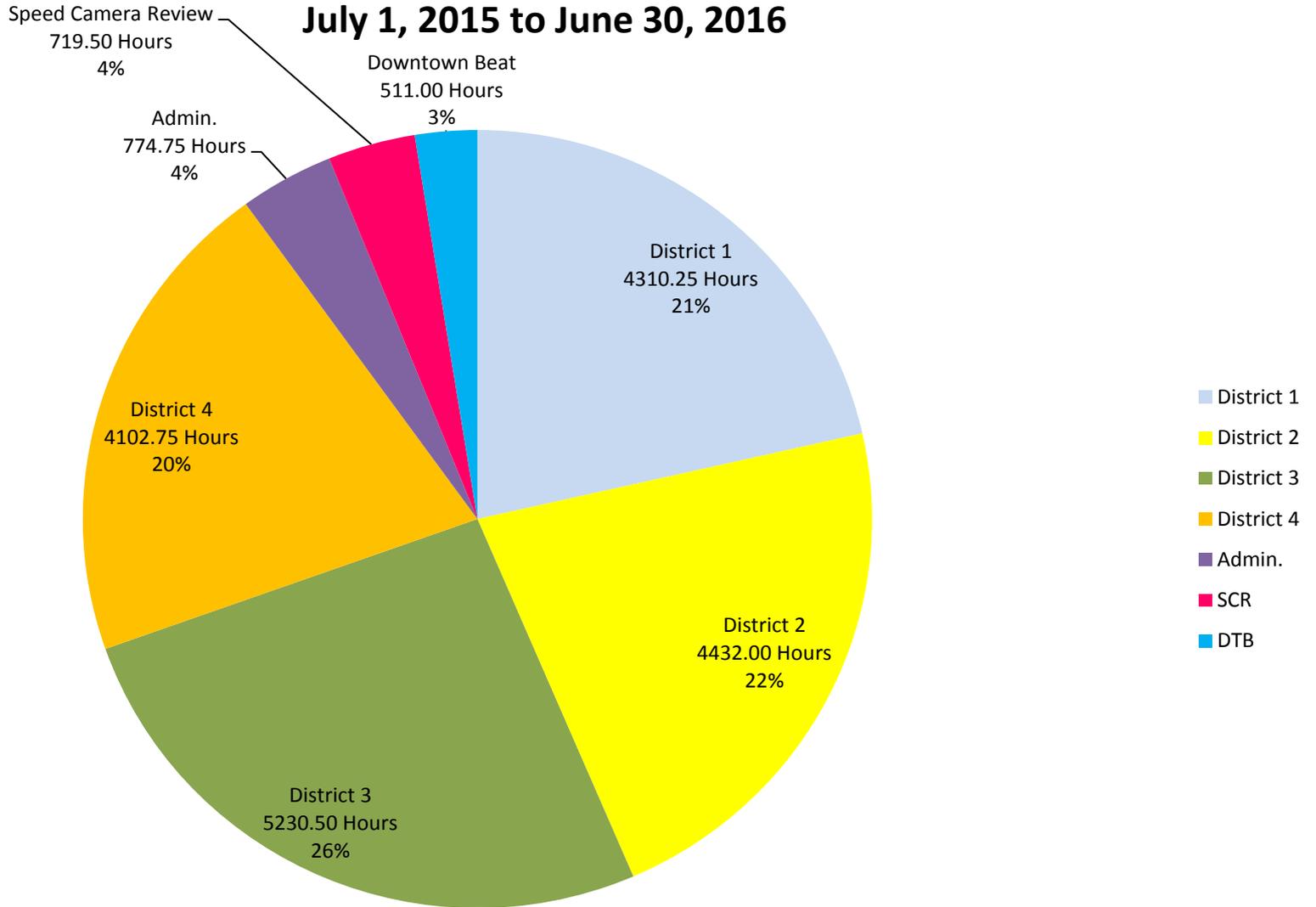
Annual Report

Fiscal Year 2016

July 1, 2015 June 30, 2016

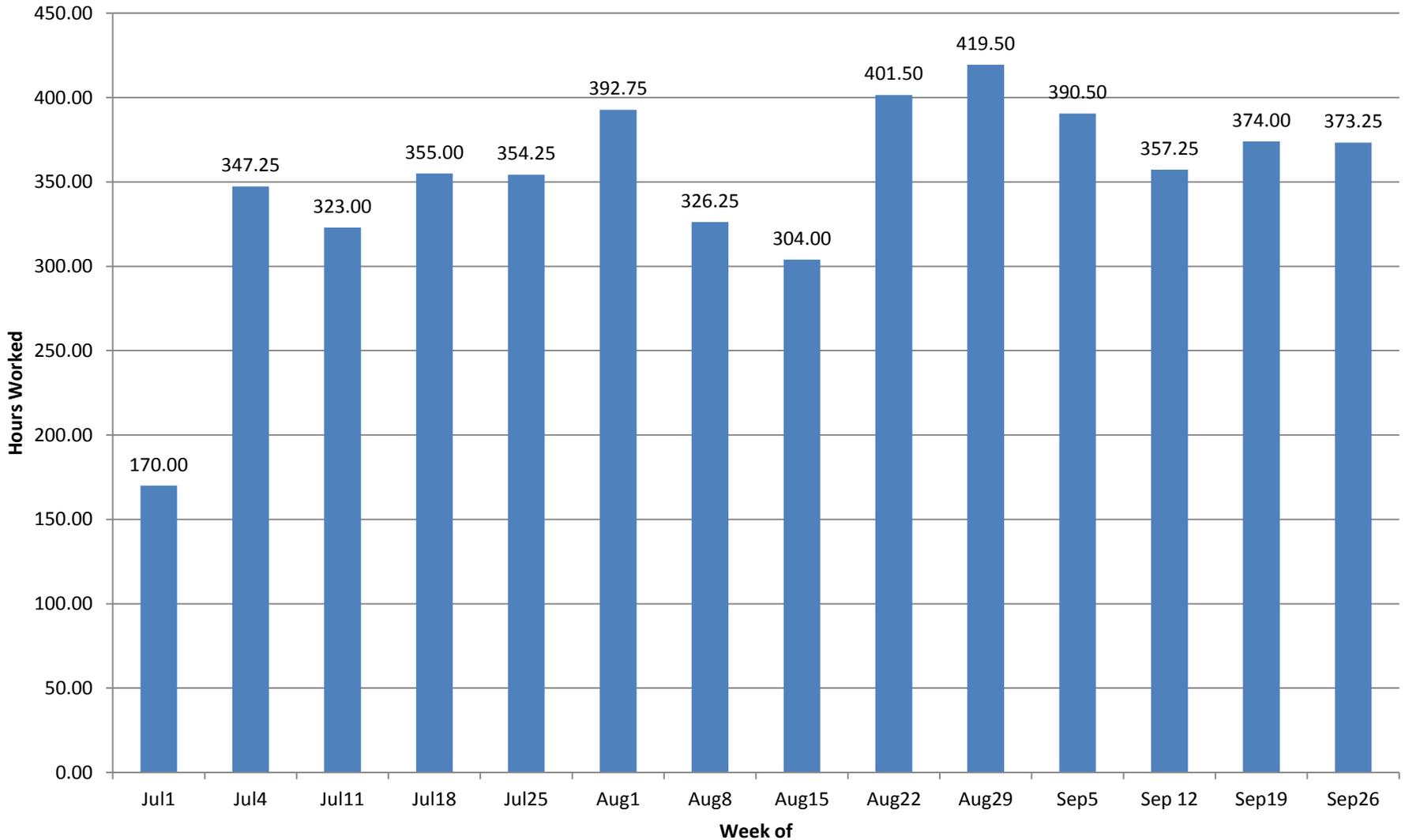
# Approximate Hours by District FY16

July 1, 2015 to June 30, 2016

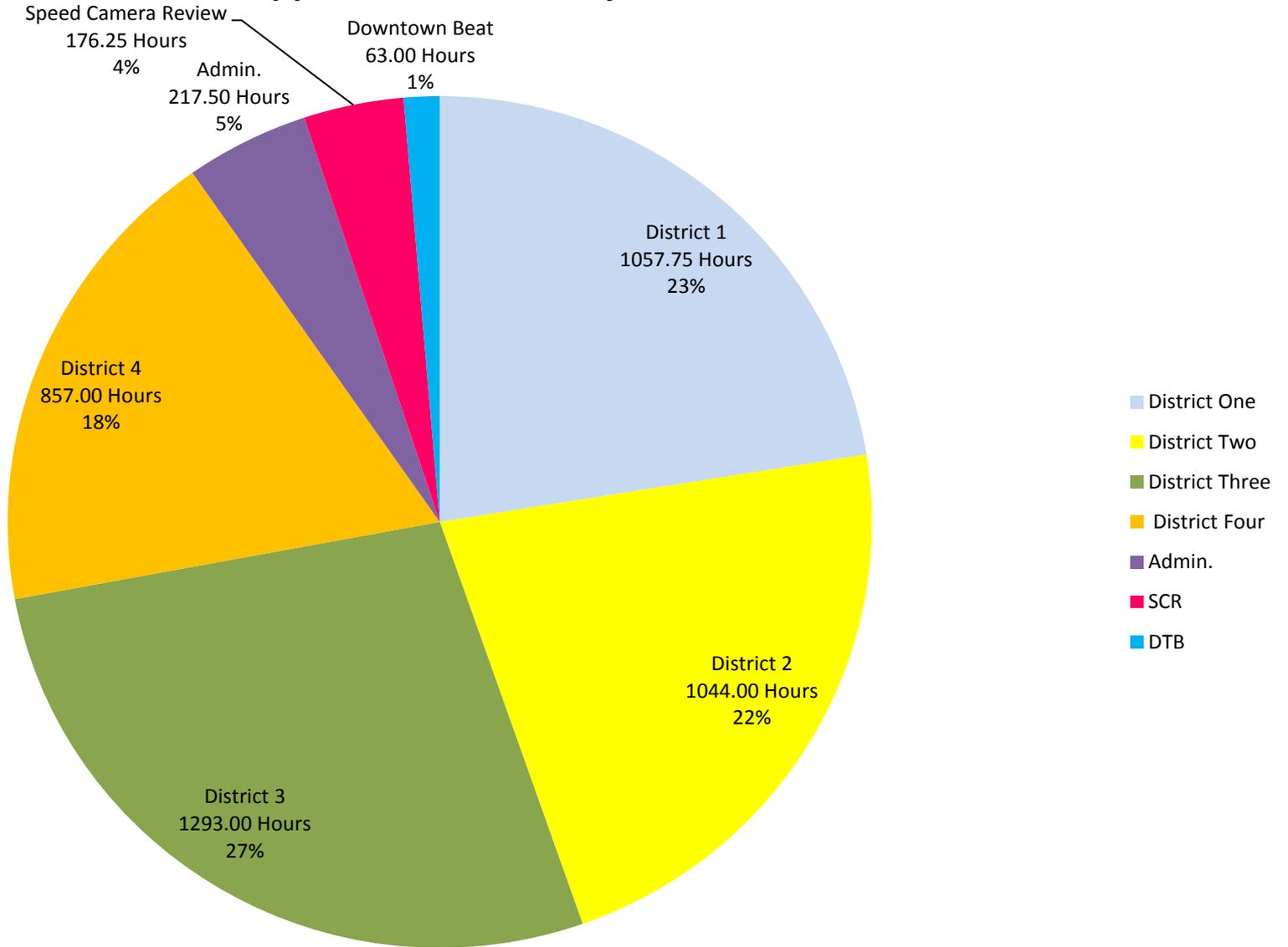


# Hours Worked by Week FY16 First Quarter July 1, 2015 to September 30, 2015

Total	Avg/Wk
4888.50	349.18



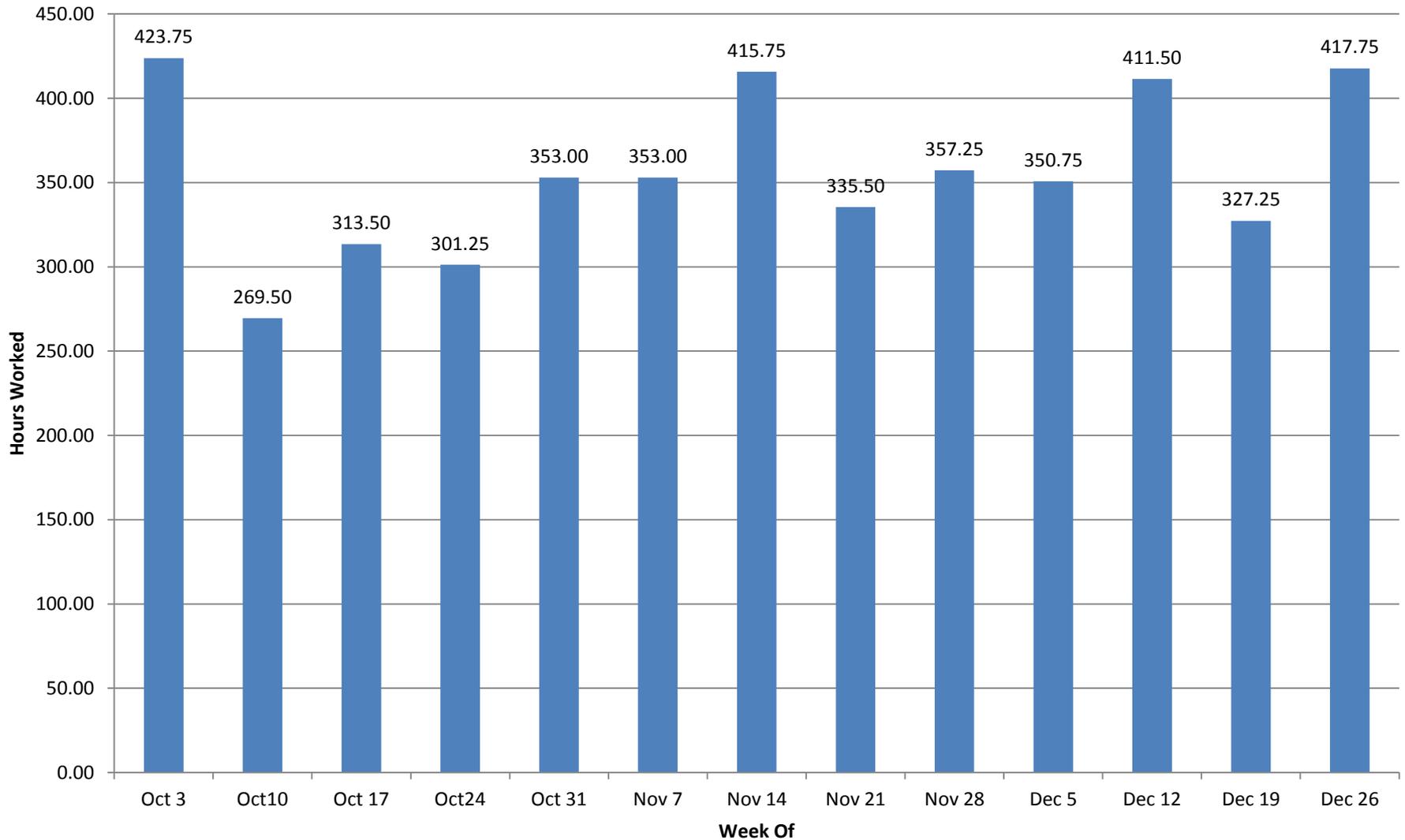
# Approximate Hours by District Q1



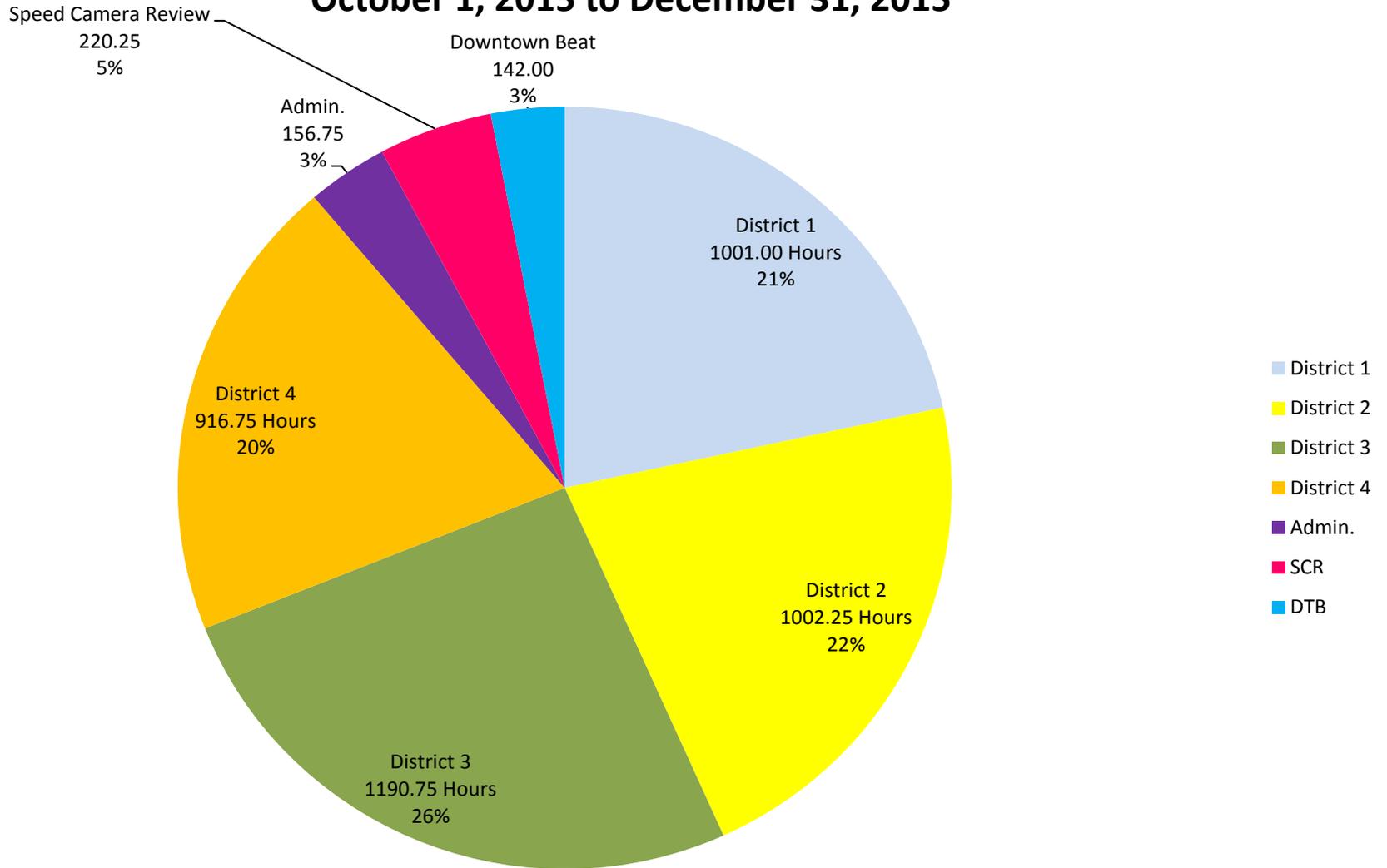
# Hours Worked by Week Second Quarter FY15

October 1, 2015 to December 31, 2015

Total	Avg/Wk
4629.75	356.13

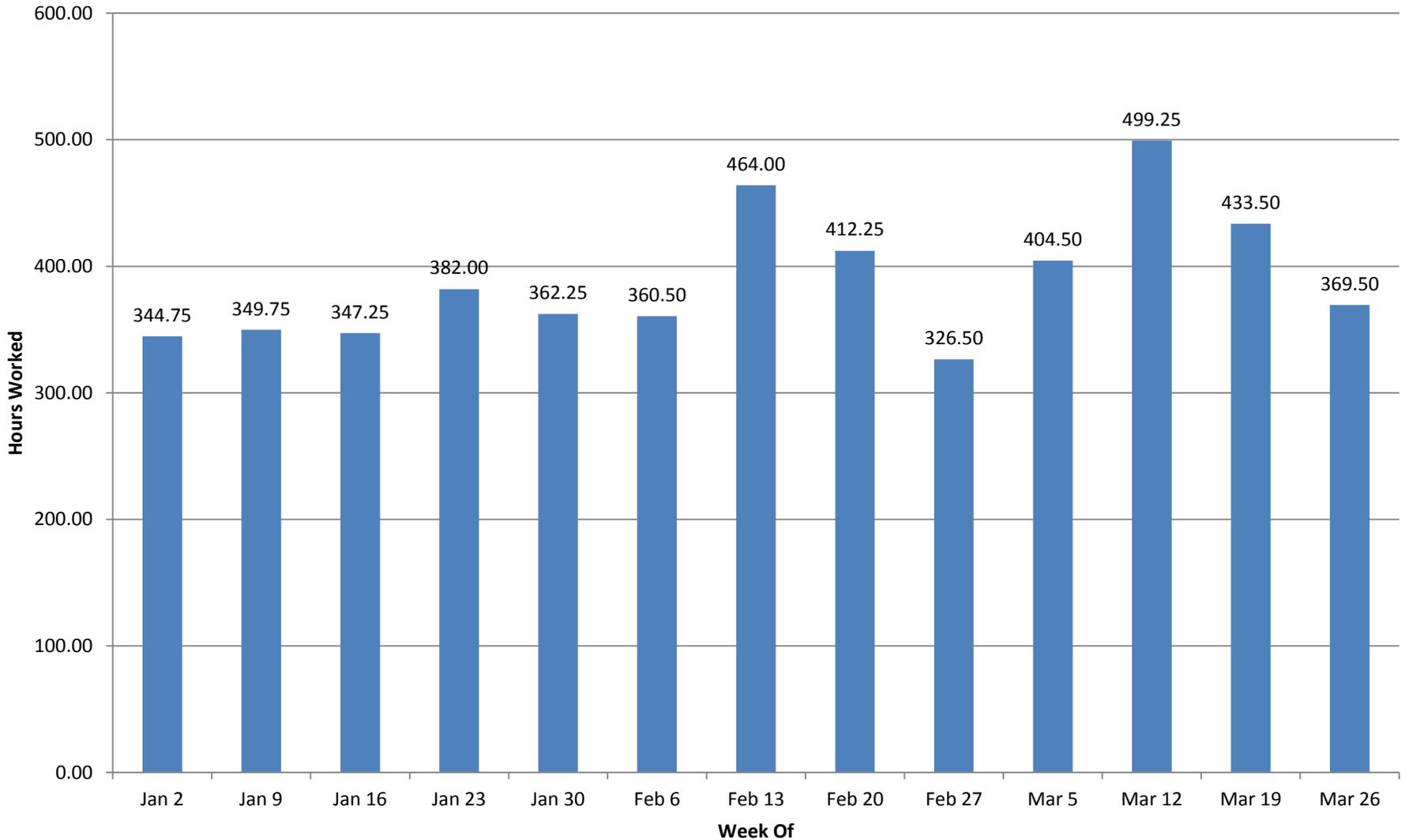


# Approximate Hours by District FY16 Second Quarter October 1, 2015 to December 31, 2015

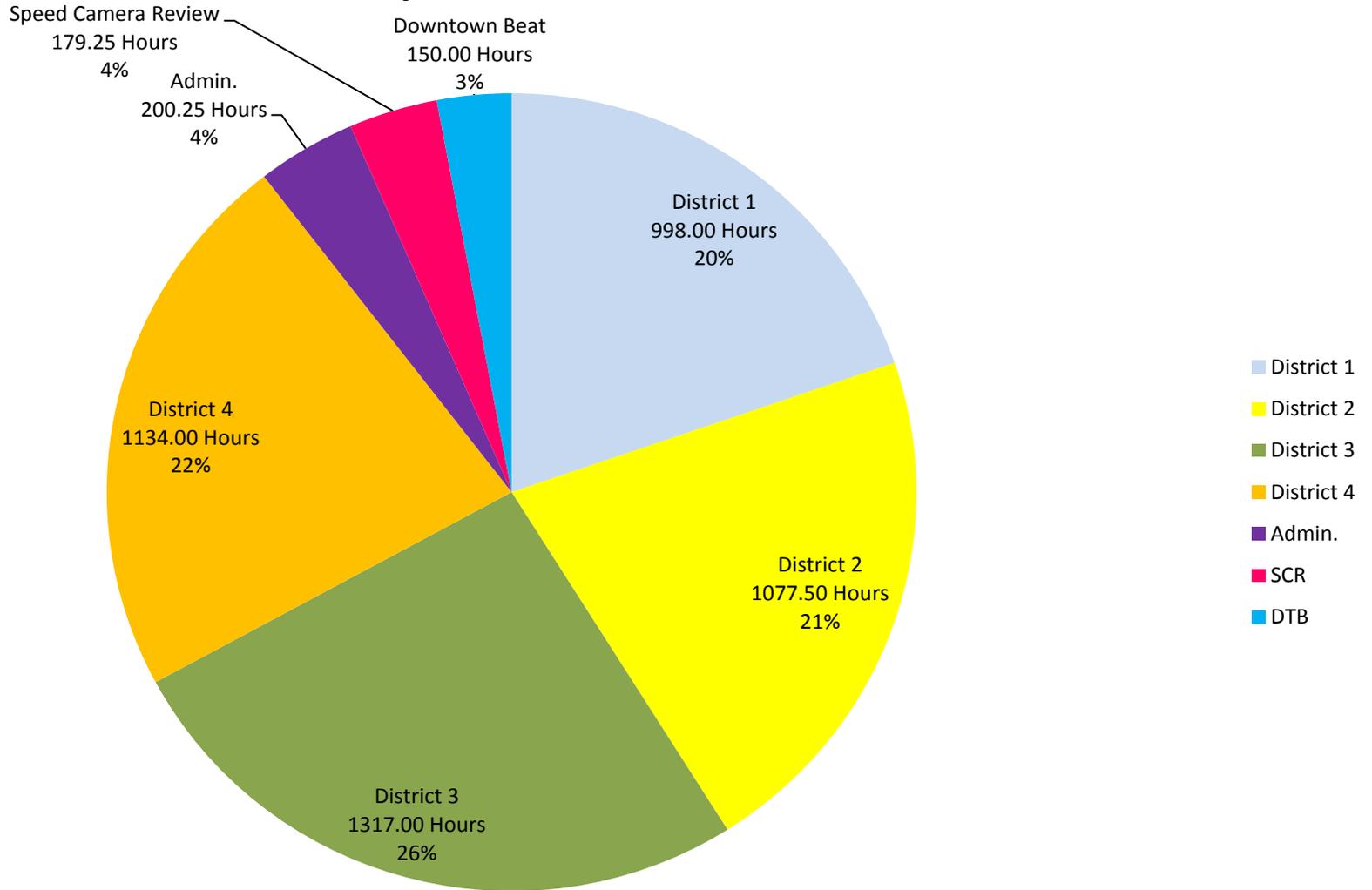


# Hours Worked by Week FY16 Third Quarter January 1, 2016 to March 31, 2016

Total	Avg/Wk
5056.00	388.92

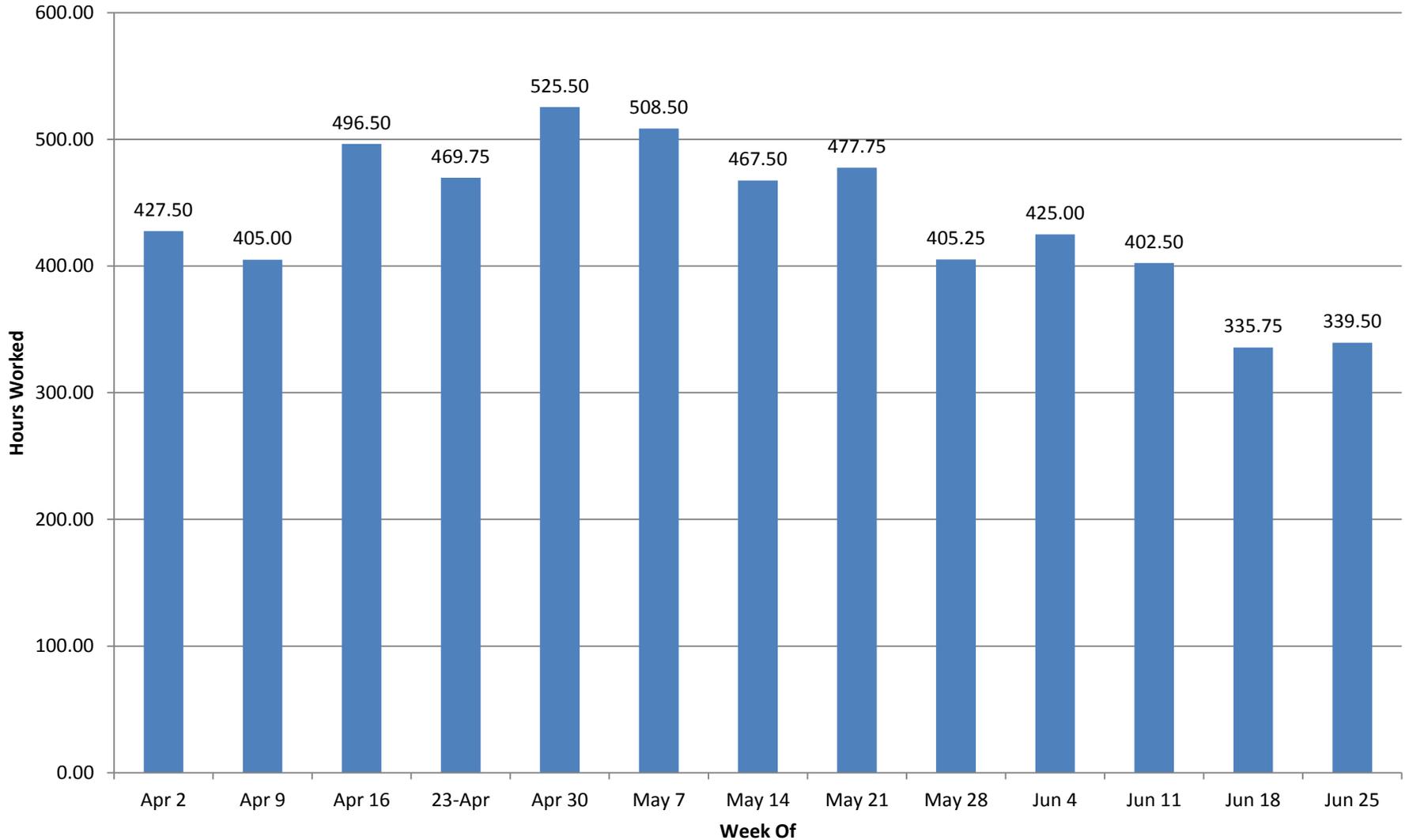


# Approximate Hours by District FY16 Third Quarter January 1, 2016 to March 31, 2016

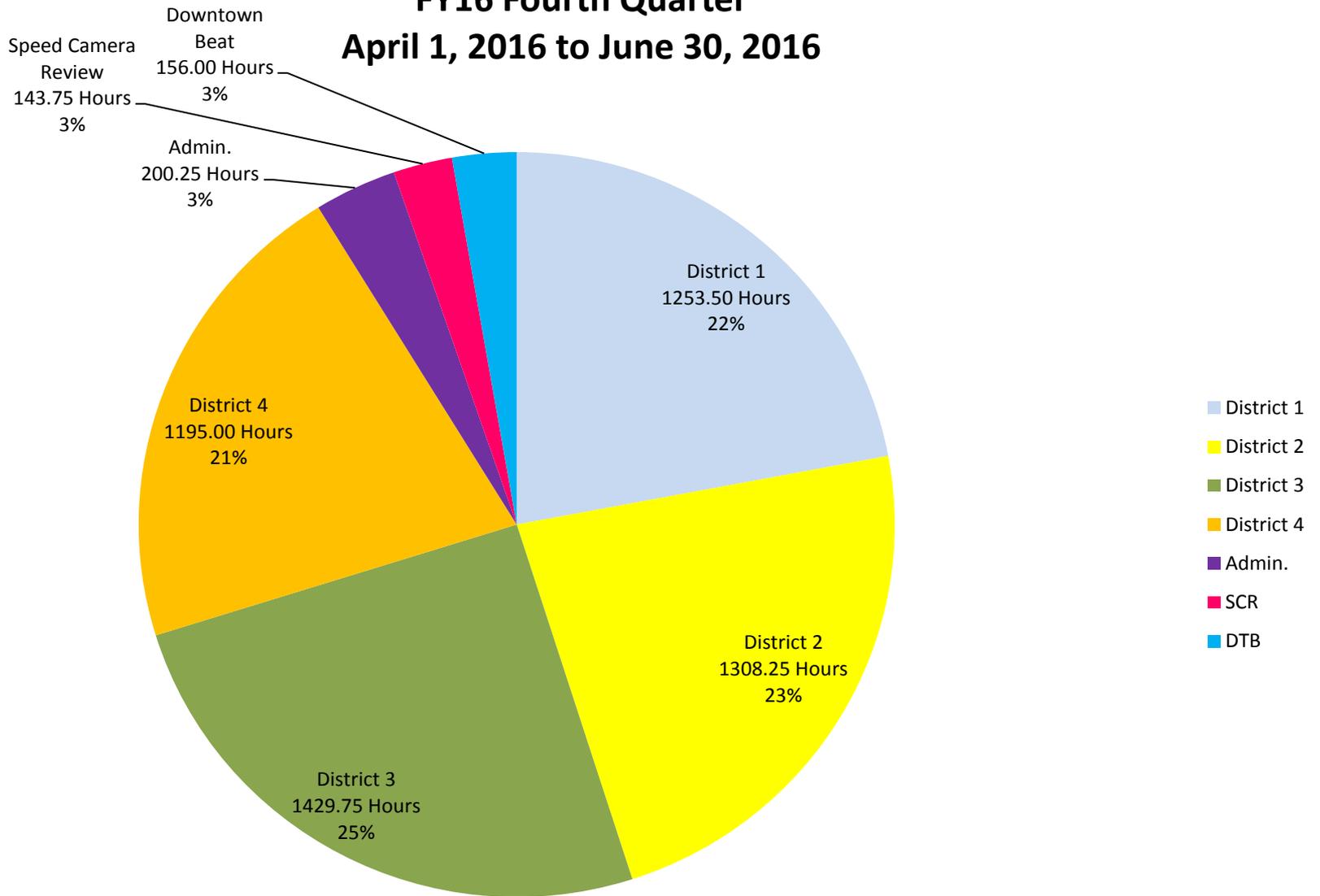


# Hours Worked by Week FY16 Fourth Quarter April 1, 2016 to June 30, 2016

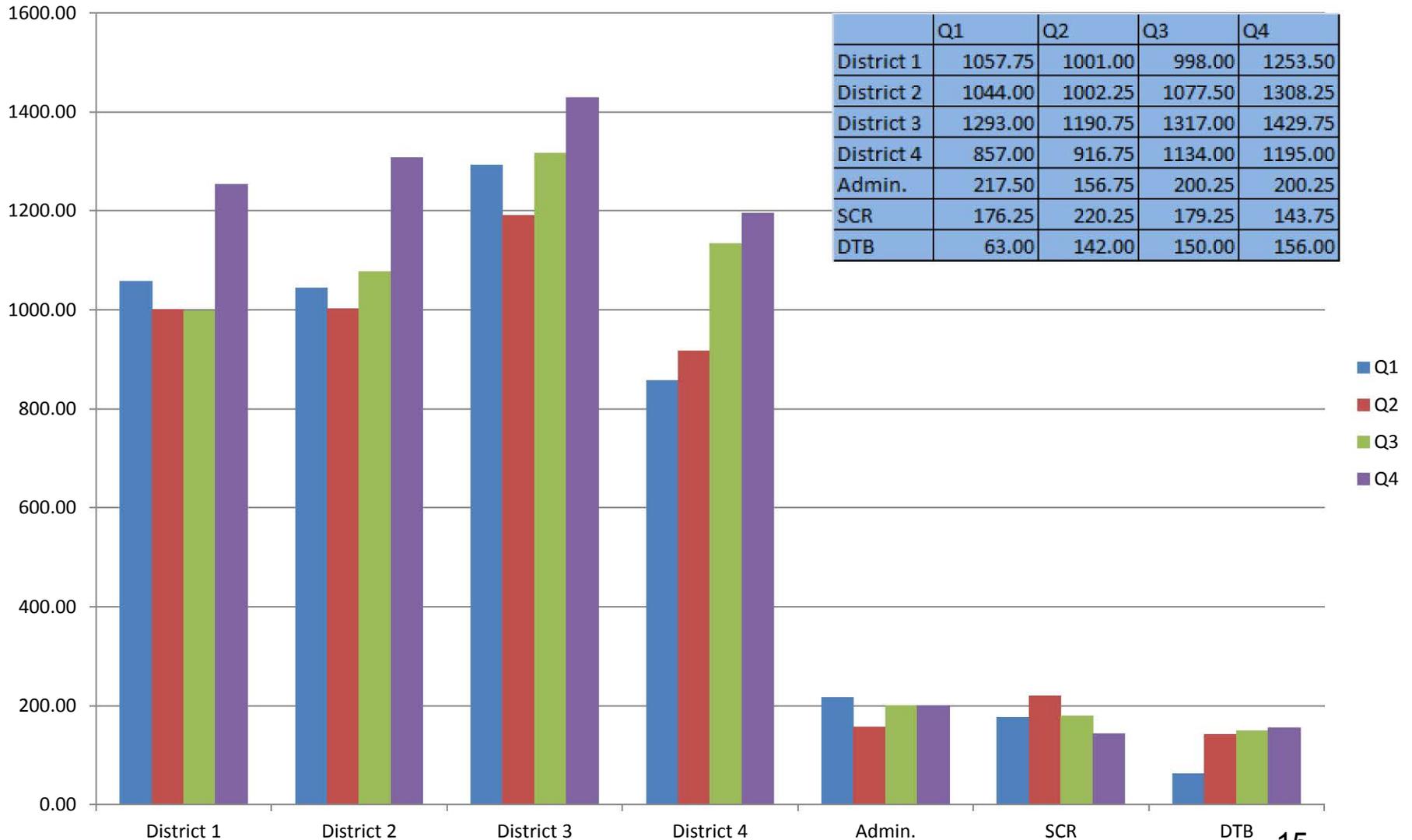
Total	Avg/Wk
5686.00	437.38



# Approximate Hours by District FY16 Fourth Quarter April 1, 2016 to June 30, 2016



# Hours Worked by Quarter FY16 July 1, 2015 to June 30, 2016

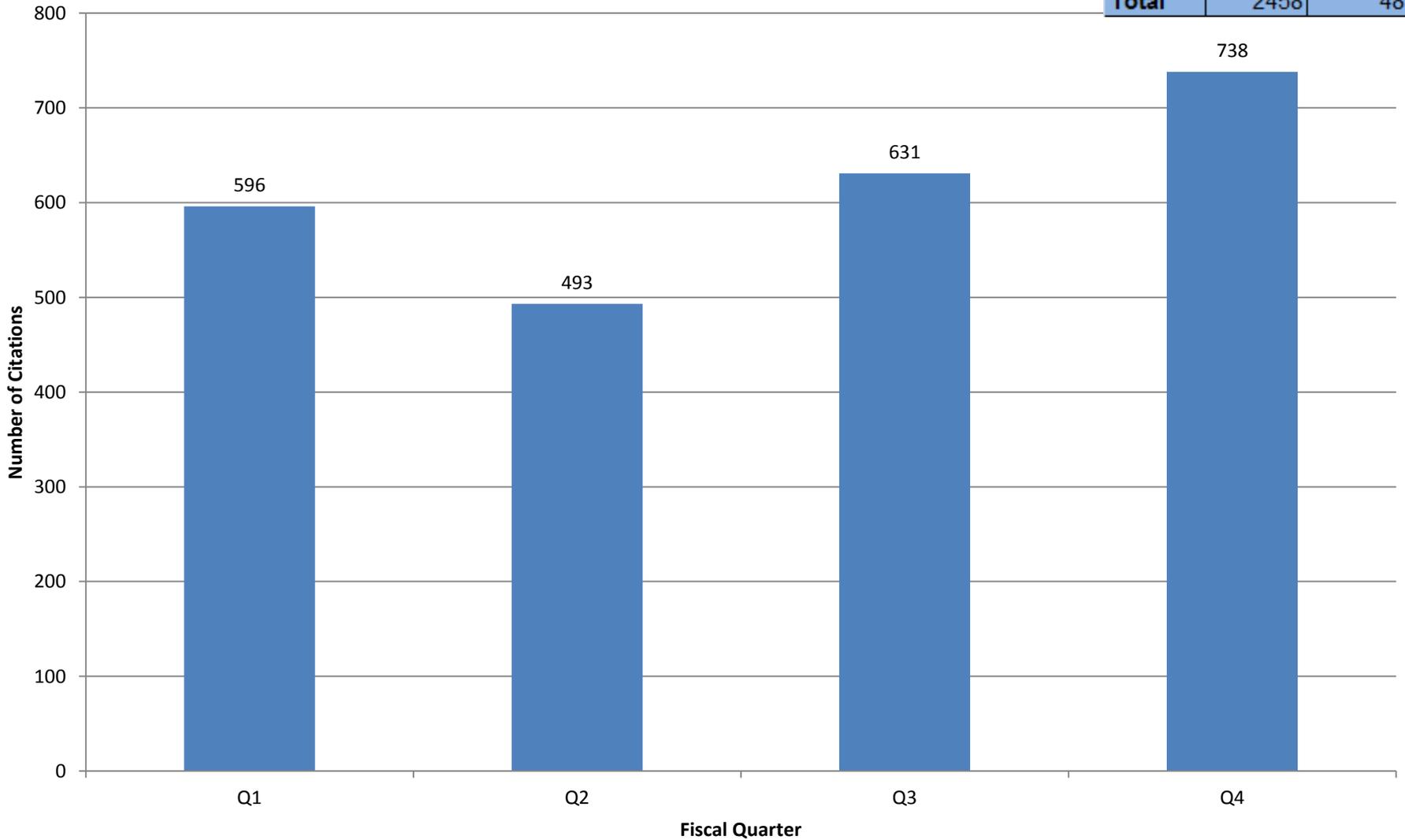


Total Statistical Data  
 FY16  
 July 1, 2015 to June 30, 2016

1-Jul-15 to week of 24-Jun-16	FY16YTD Totals
MD State Citations	2458
Warnings	3665
ERO	727
Distracted Driving	99
Parking	18
Field Observation Report	162
Youth Field Report	3
Citations in Lieu of Arrest	73
Civil Citation	15
Criminal Arrests	42
DWS Arrest	2
DWI Arrest	6
Warrant Arrest	18
Premise Checks (Vacation Checks)	172
Referral-Student Code of Conduct	45
Down Town Area Warnings	770
Down Town Area Citations	33

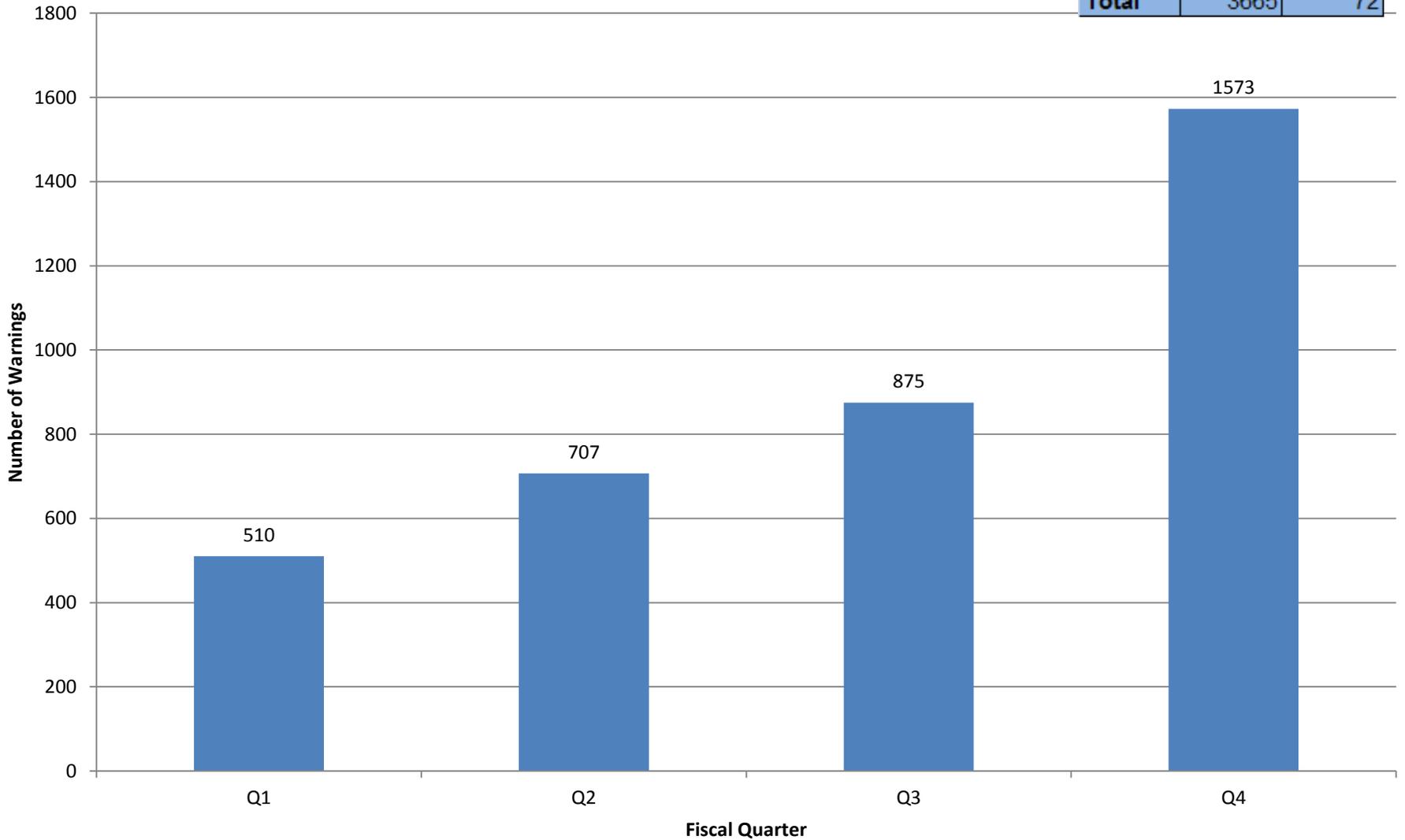
# Maryland State Citations FY16 July 1, 2015 to June 30, 2016

	Total	Avg/Wk
Q1	596	46
Q2	493	38
Q3	631	53
Q4	738	57
<b>Total</b>	<b>2458</b>	<b>48</b>



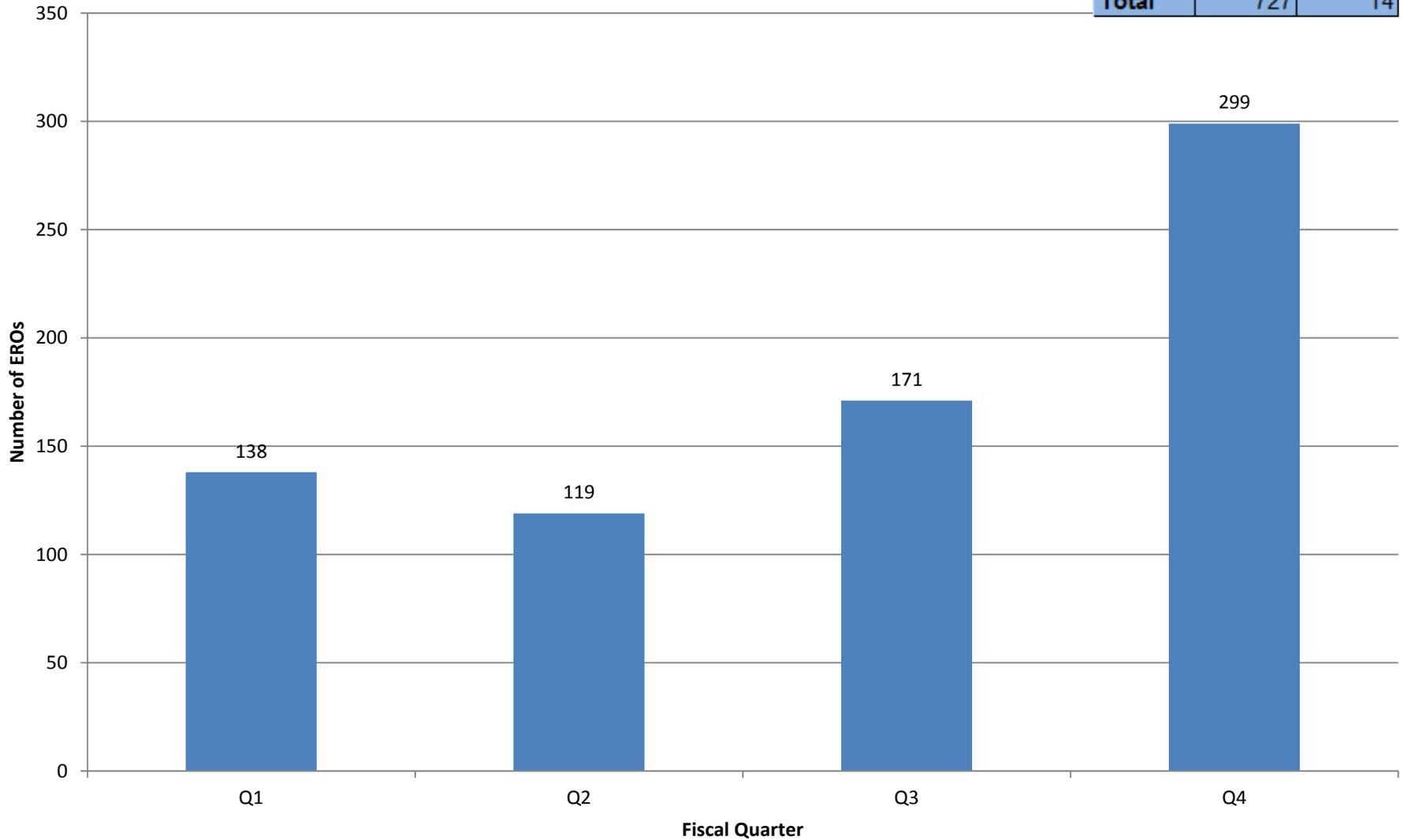
**Warnings  
FY16  
July 1, 2015 to June 30, 2016**

	<b>Total</b>	<b>Avg/Wk</b>
Q1	510	39
Q2	707	54
Q3	875	73
Q4	1573	121
<b>Total</b>	<b>3665</b>	<b>72</b>



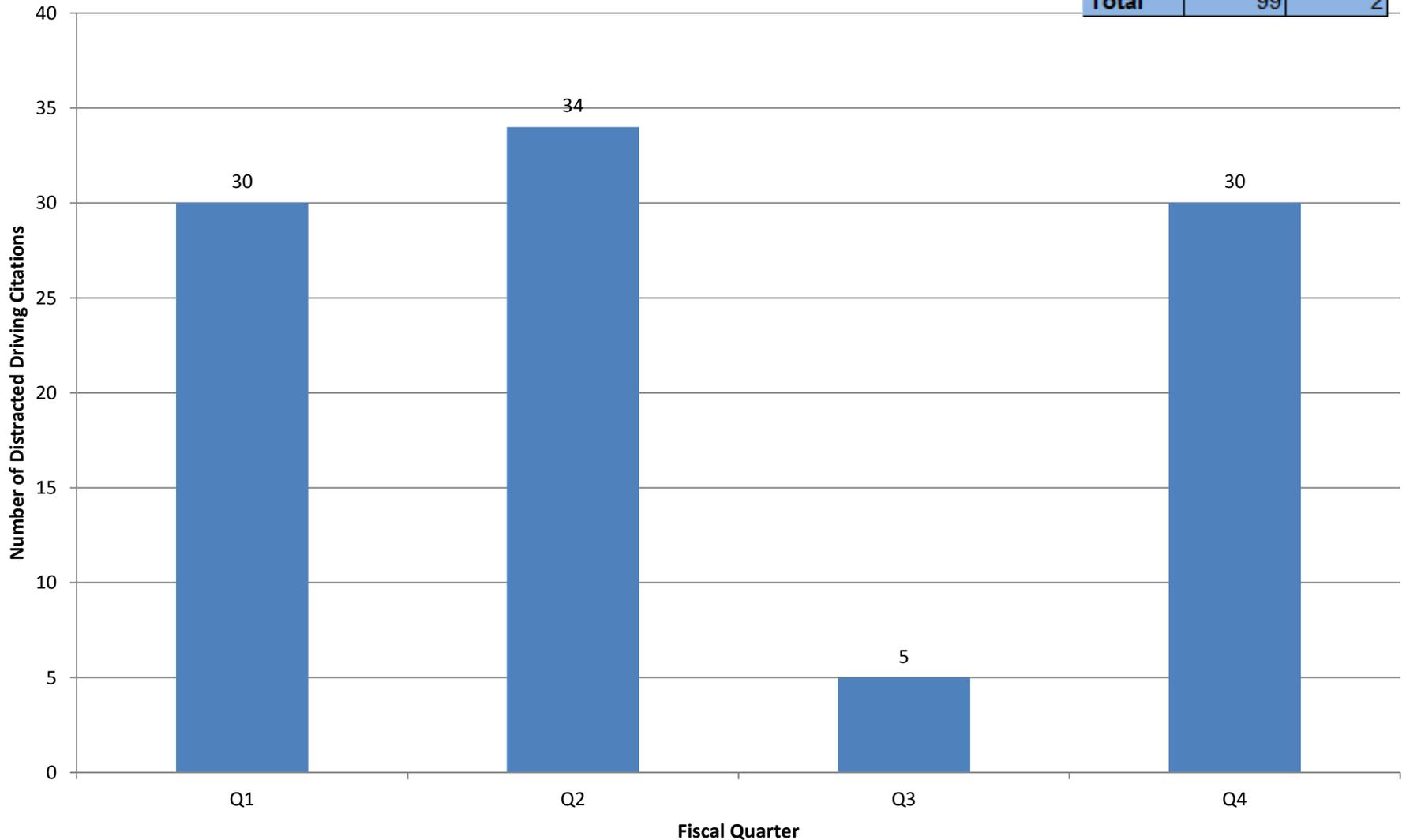
# Equipment Repair Order (ERO) FY16 July 1, 2015 to June 30, 2016

	Total	Avg/Wk
Q1	138	11
Q2	119	9
Q3	171	14
Q4	299	23
<b>Total</b>	<b>727</b>	<b>14</b>



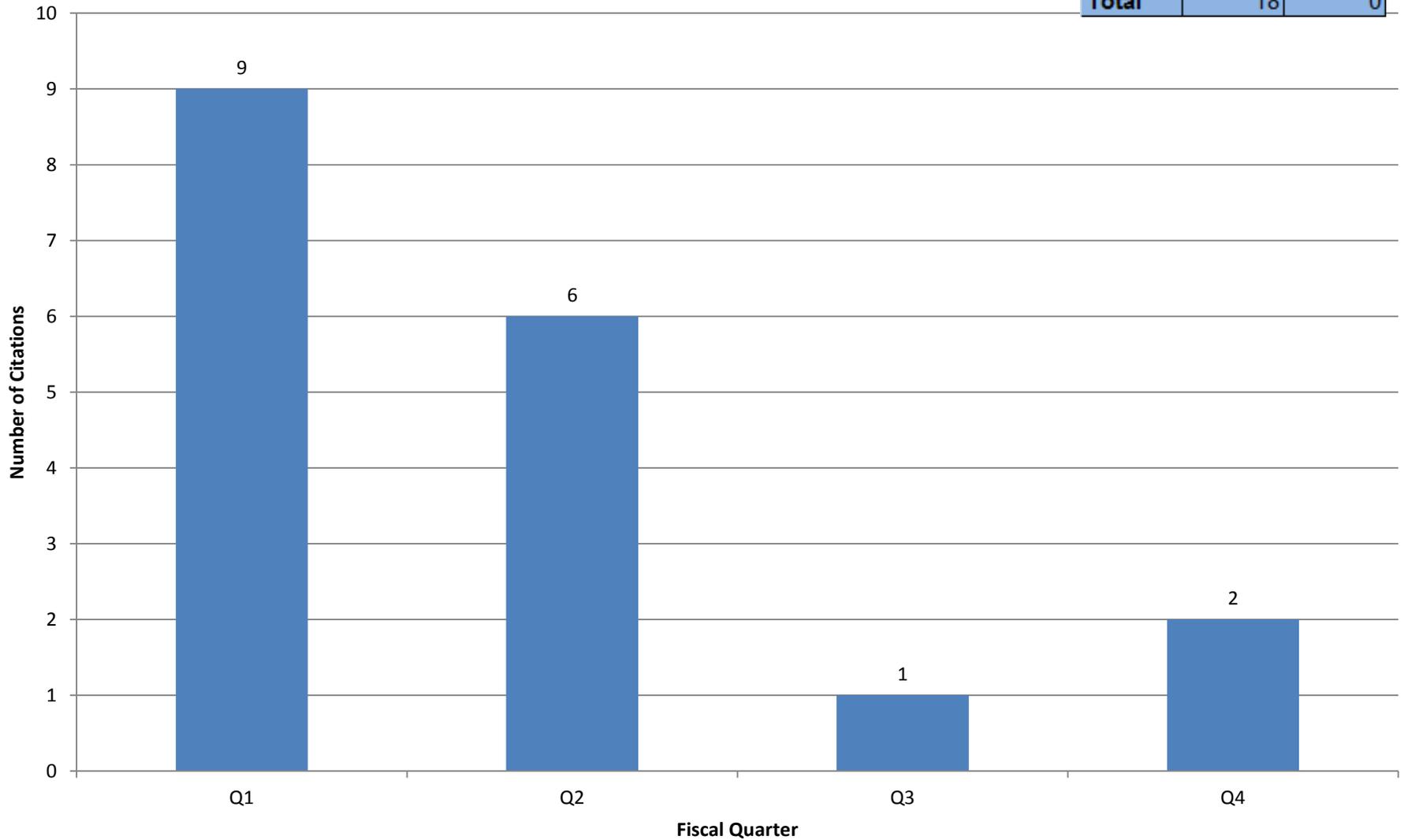
# Distracted Driving Citations FY16 July 1, 2015 to June 30, 2016

	Total	Avg/Wk
Q1	30	2
Q2	34	3
Q3	5	0
Q4	30	2
<b>Total</b>	<b>99</b>	<b>2</b>



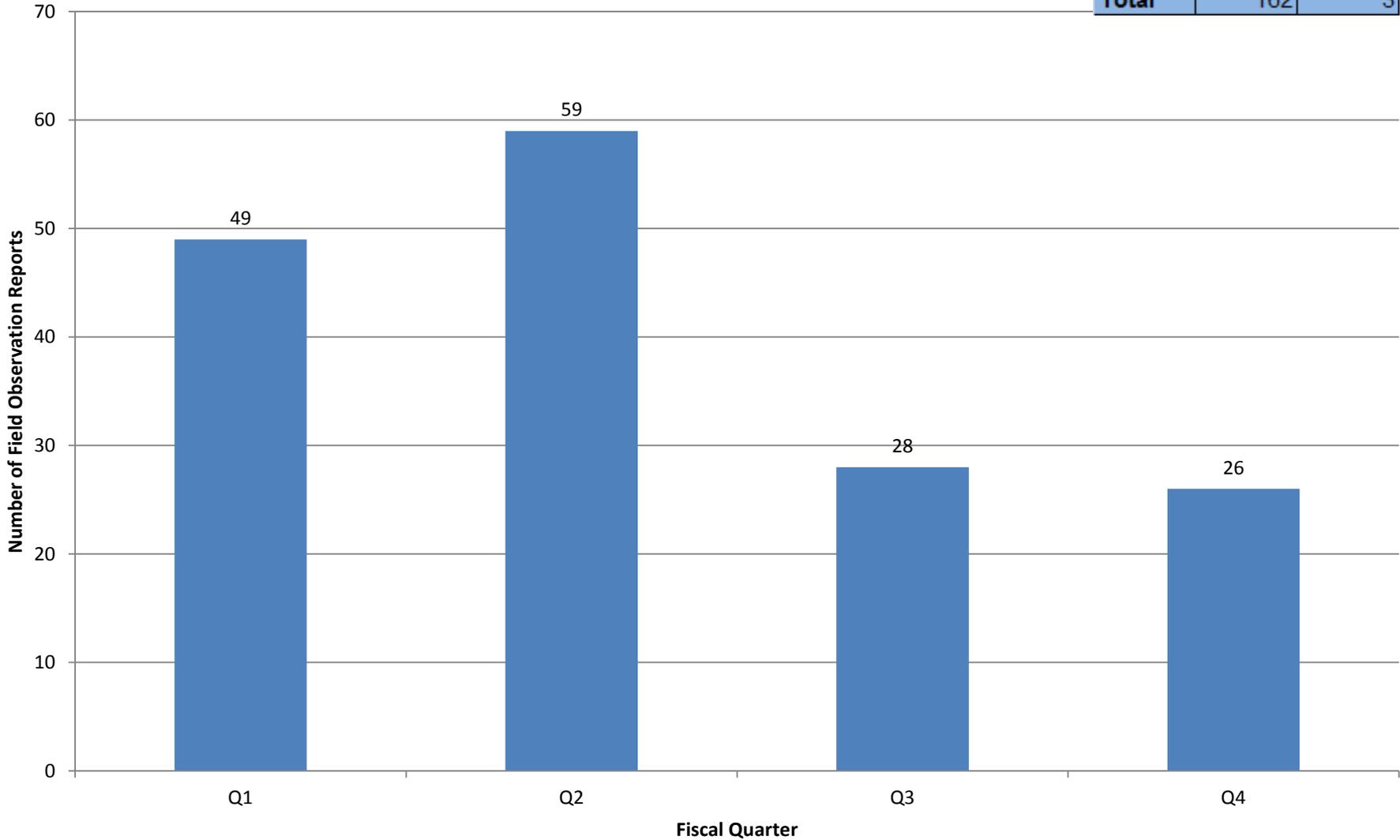
# Parking Citations FY16 July 1, 2015 to June 30, 2016

	Total	Avg/Wk
Q1	9	1
Q2	6	0
Q3	1	0
Q4	2	0
<b>Total</b>	<b>18</b>	<b>0</b>



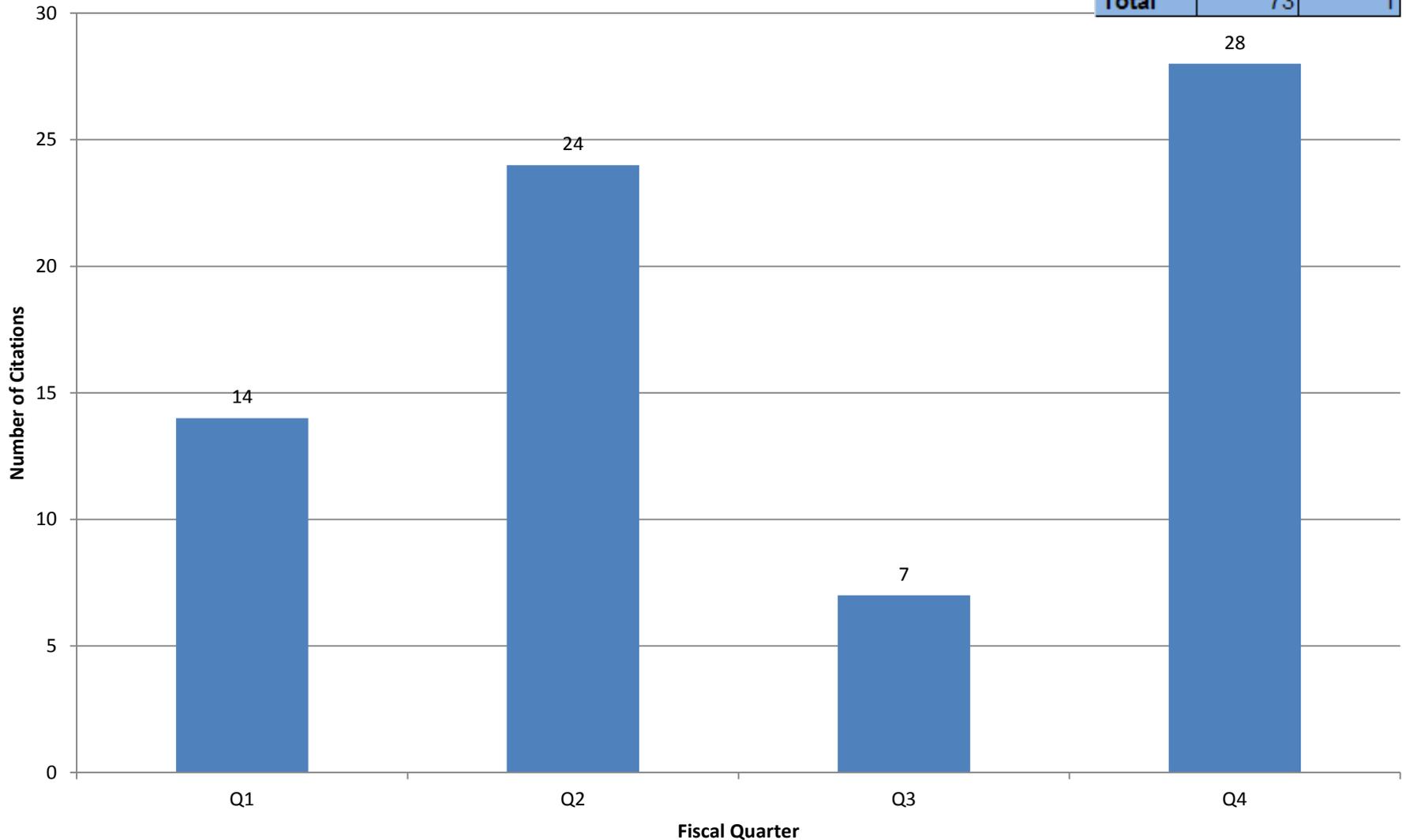
# Field Observation Reports FY16 July 1, 2015 to June 30, 2016

	Total	Avg/Wk
Q1	49	4
Q2	59	5
Q3	28	2
Q4	26	2
<b>Total</b>	<b>162</b>	<b>3</b>



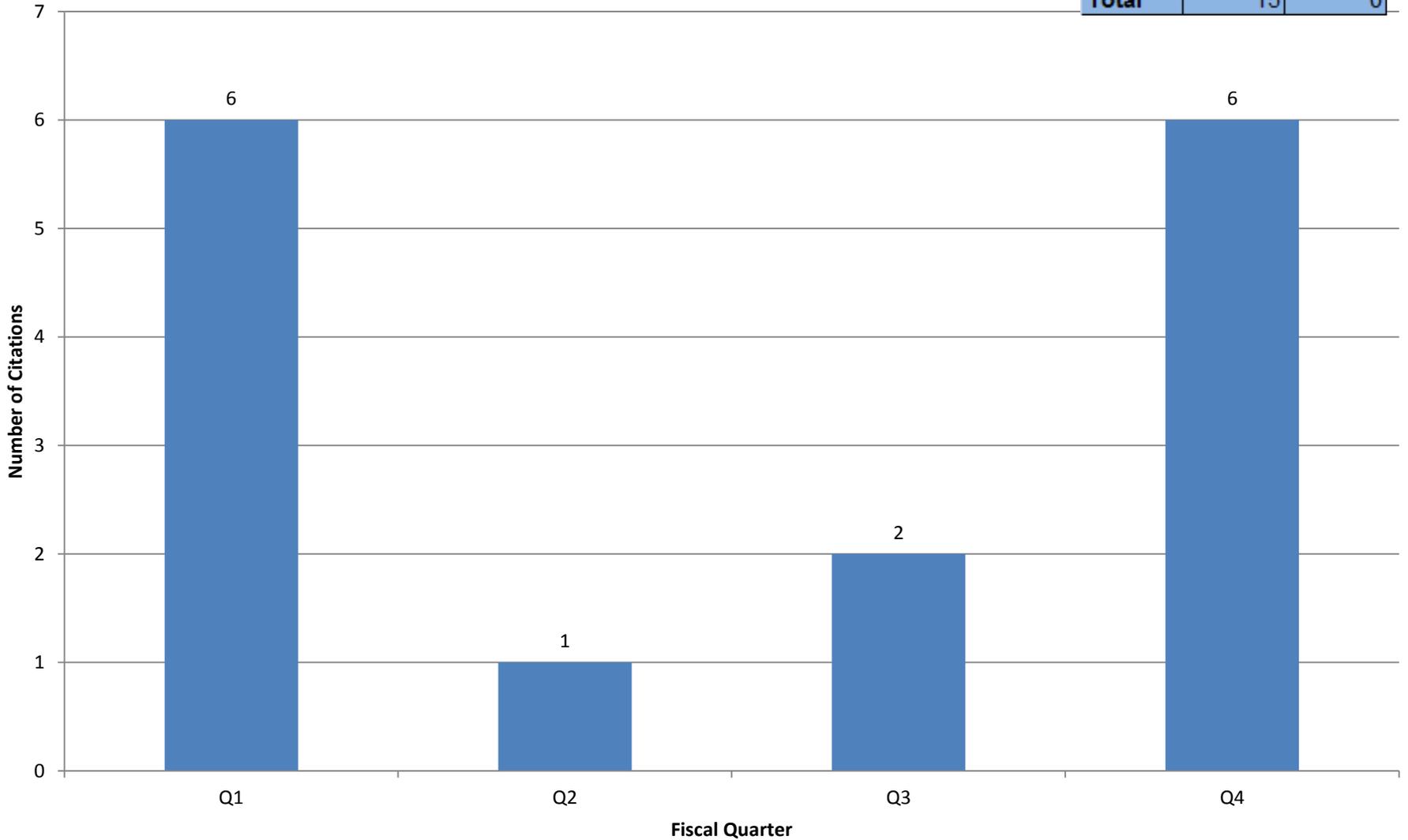
**Citations In Lieu of Arrest  
FY16  
July 1, 2015 to June 30, 2016**

	Total	Avg/Wk
Q1	14	1
Q2	24	2
Q3	7	1
Q4	28	2
<b>Total</b>	<b>73</b>	<b>1</b>



**Civil Citations  
FY16  
July 1, 2015 to June 30, 2016**

	Total	Avg/Wk
Q1	6	0
Q2	1	0
Q3	2	0
Q4	6	0
<b>Total</b>	<b>15</b>	<b>0</b>

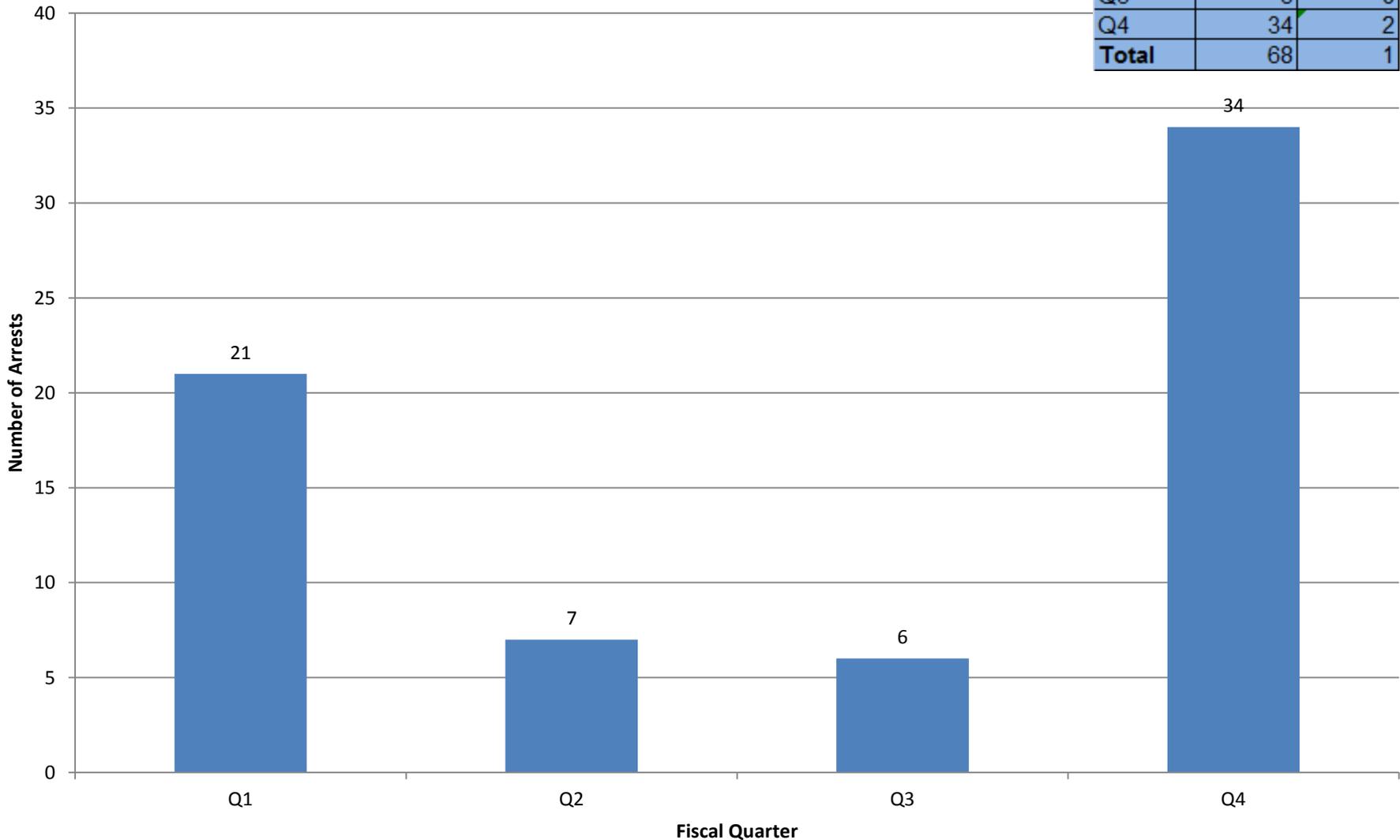


# Arrests - Criminal, Driving on Suspended License, DWI, Warrant

## FY16

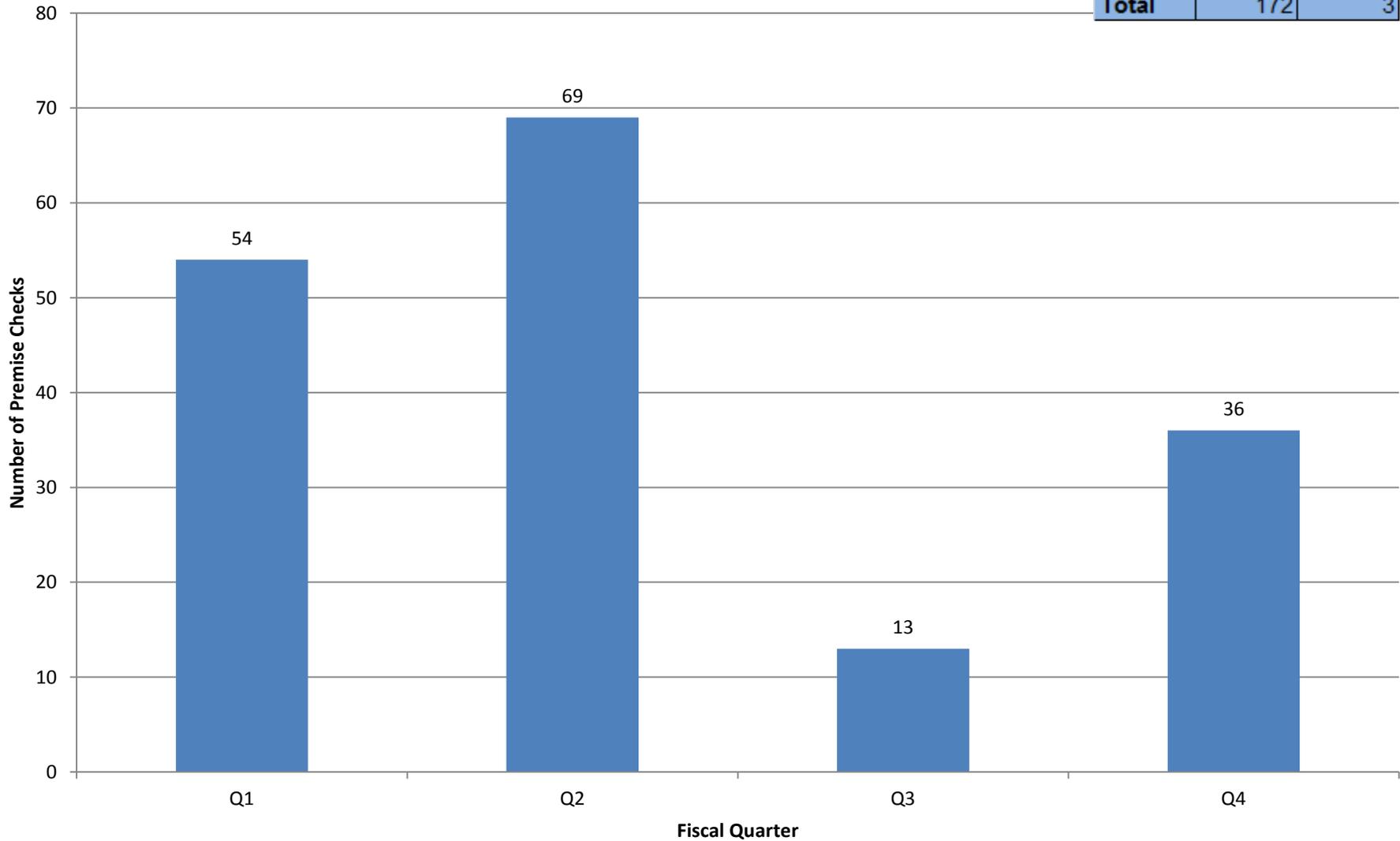
### July 1, 2015 to June 30, 2016

	Total	Avg/Wk
Q1	21	1
Q2	7	0
Q3	6	0
Q4	34	2
<b>Total</b>	<b>68</b>	<b>1</b>



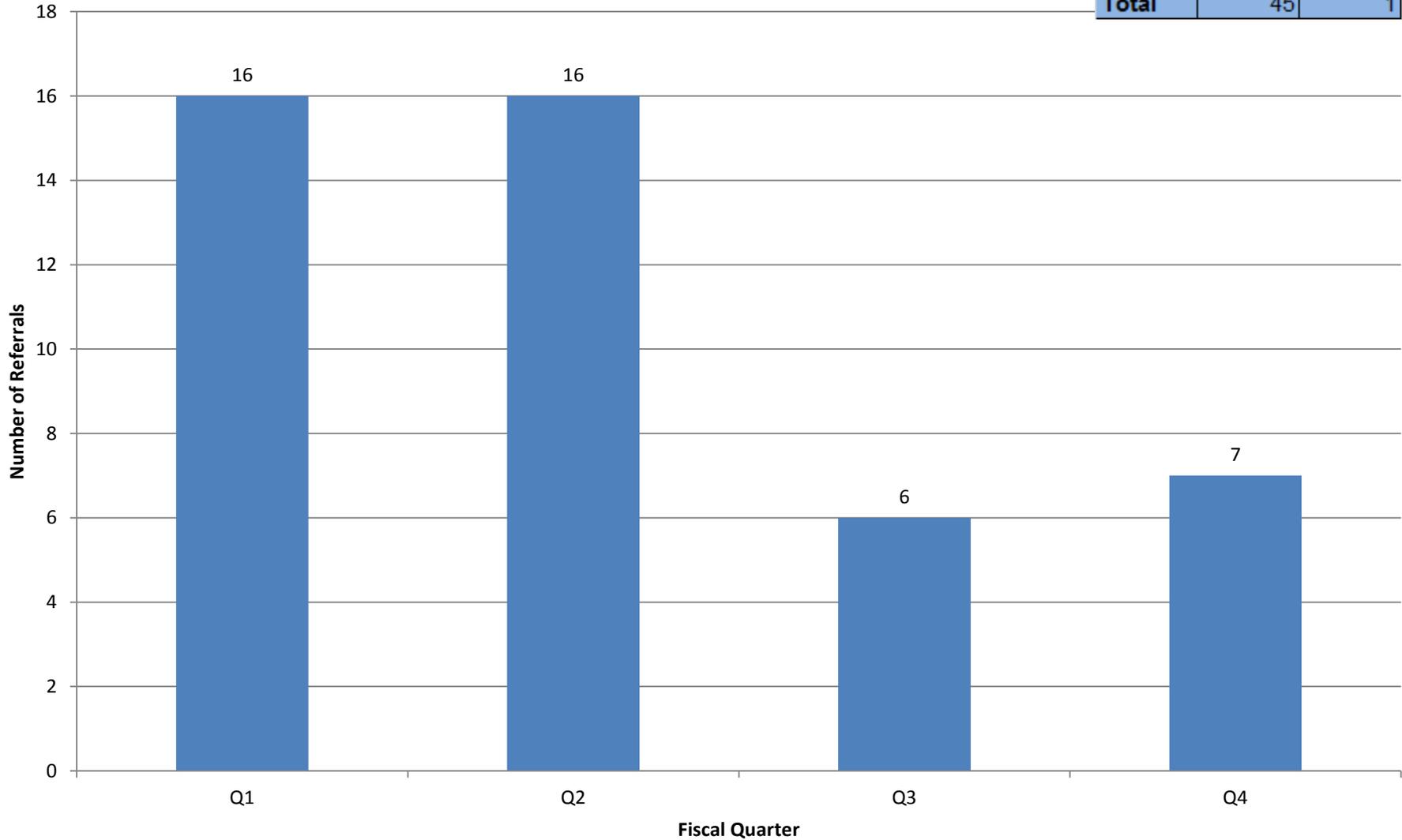
# Premise Checks - Vacation Checks FY16 July 1, 2015 to June 30, 2016

	Total	Avg/Wk
Q1	54	4
Q2	69	5
Q3	13	1
Q4	36	3
<b>Total</b>	<b>172</b>	<b>3</b>



# Student Code of Conduct Referrals FY16 July 1, 2015 to June 30, 2016

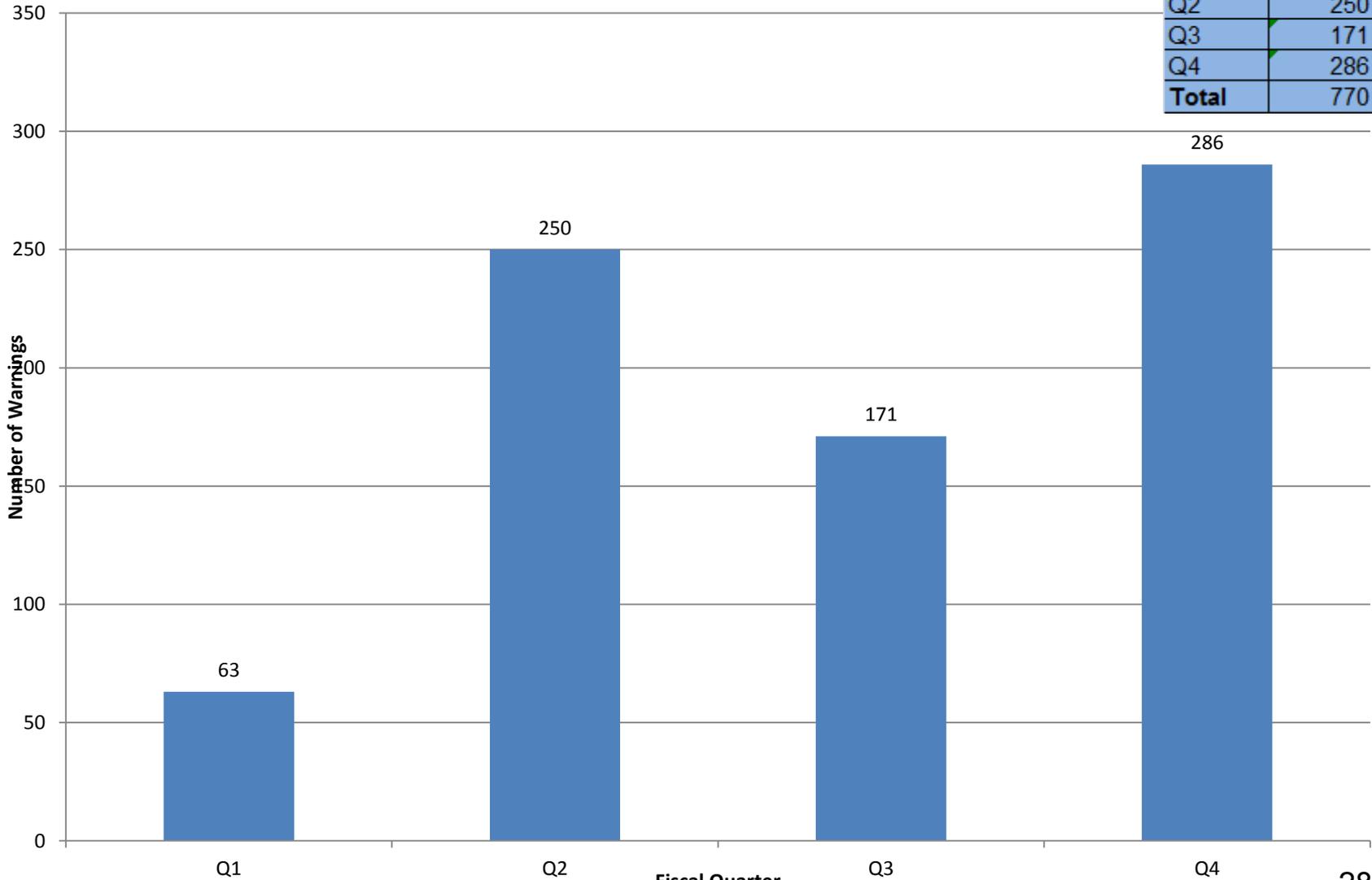
	Total	Avg/Wk
Q1	16	1
Q2	16	1
Q3	6	1
Q4	7	1
<b>Total</b>	<b>45</b>	<b>1</b>



# Downtown Area Warnings - Failure to Obey Upraised Hand Signal FY16

**July 1, 2015 to June 30, 2016**

	Total	Avg/Wk
Q1	63	16
Q2	250	19
Q3	171	14
Q4	286	22
<b>Total</b>	<b>770</b>	<b>18</b>

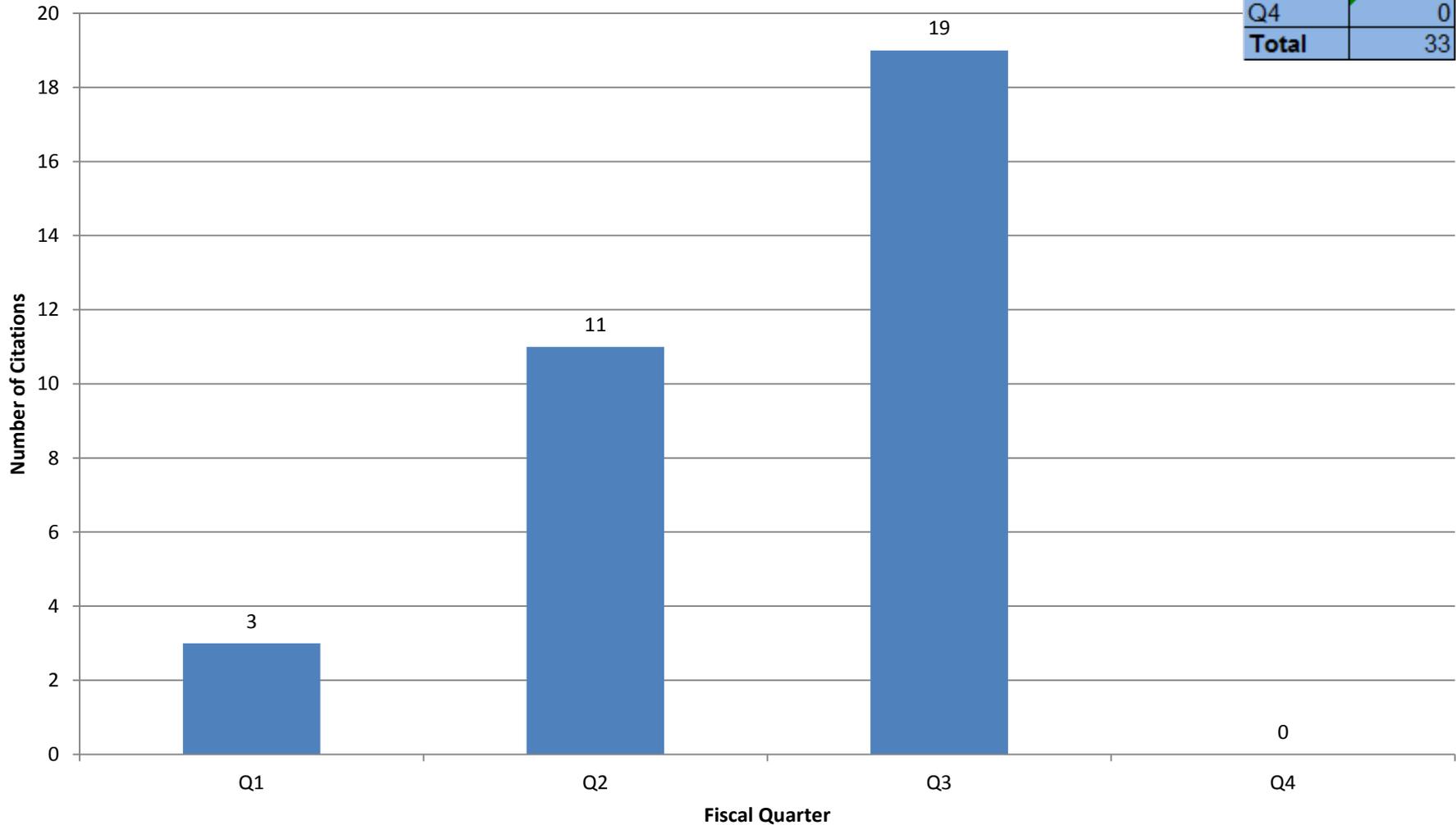


# Downtown Area Citations - Failure to Obey Upraised Hand Signal

## FY16

### July 1, 2015 to June 30, 2016

	Total
Q1	3
Q2	11
Q3	19
Q4	0
<b>Total</b>	<b>33</b>





# Contract Police Full and Part-time Officers

Partial Report

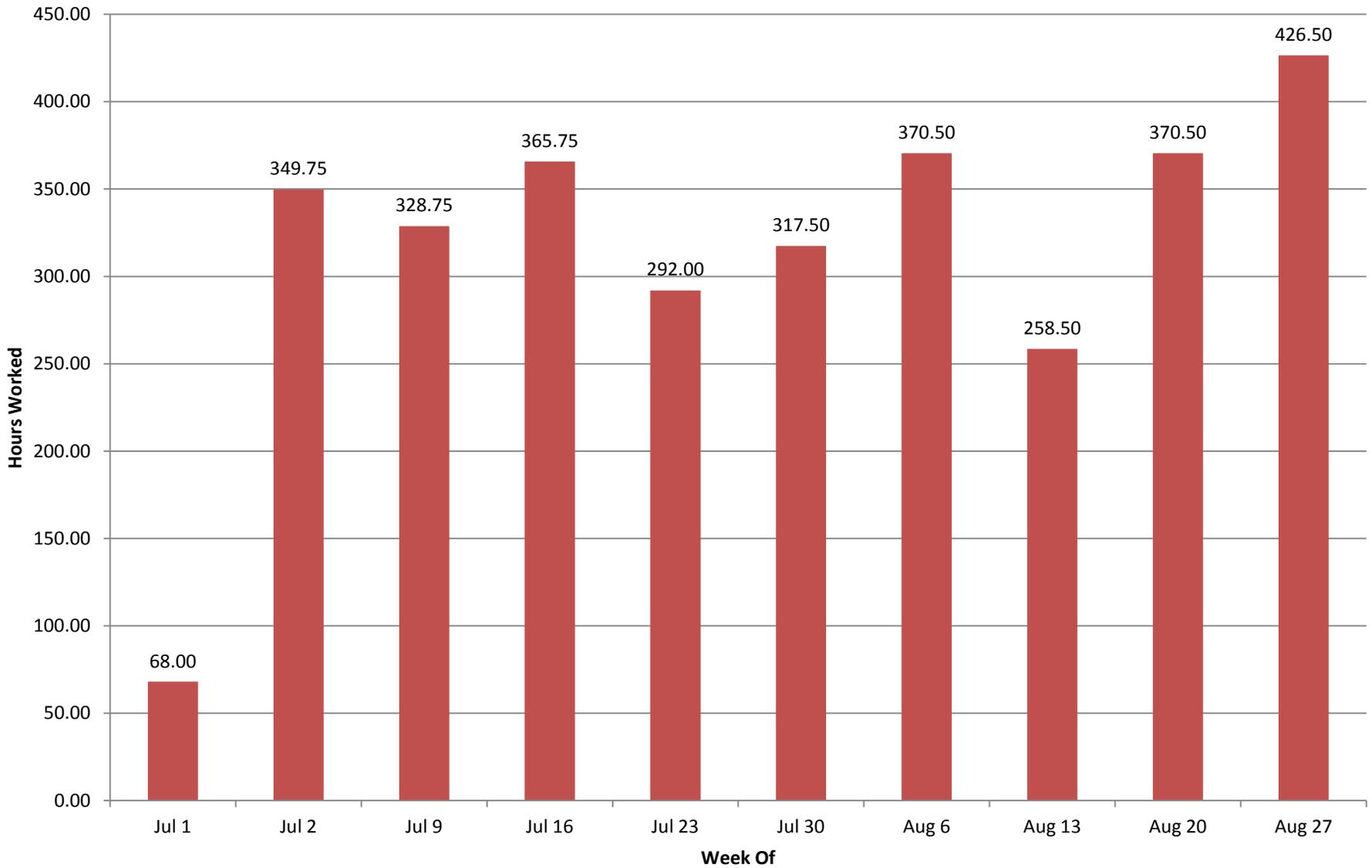
Fiscal Year 2017

July 1, 2016 to September 2, 2016

# Hours Worked by Week FY17

## Weeks of July 1, 2016 to August 27, 2016

Total	Avg/Wk
3147.75	342.19

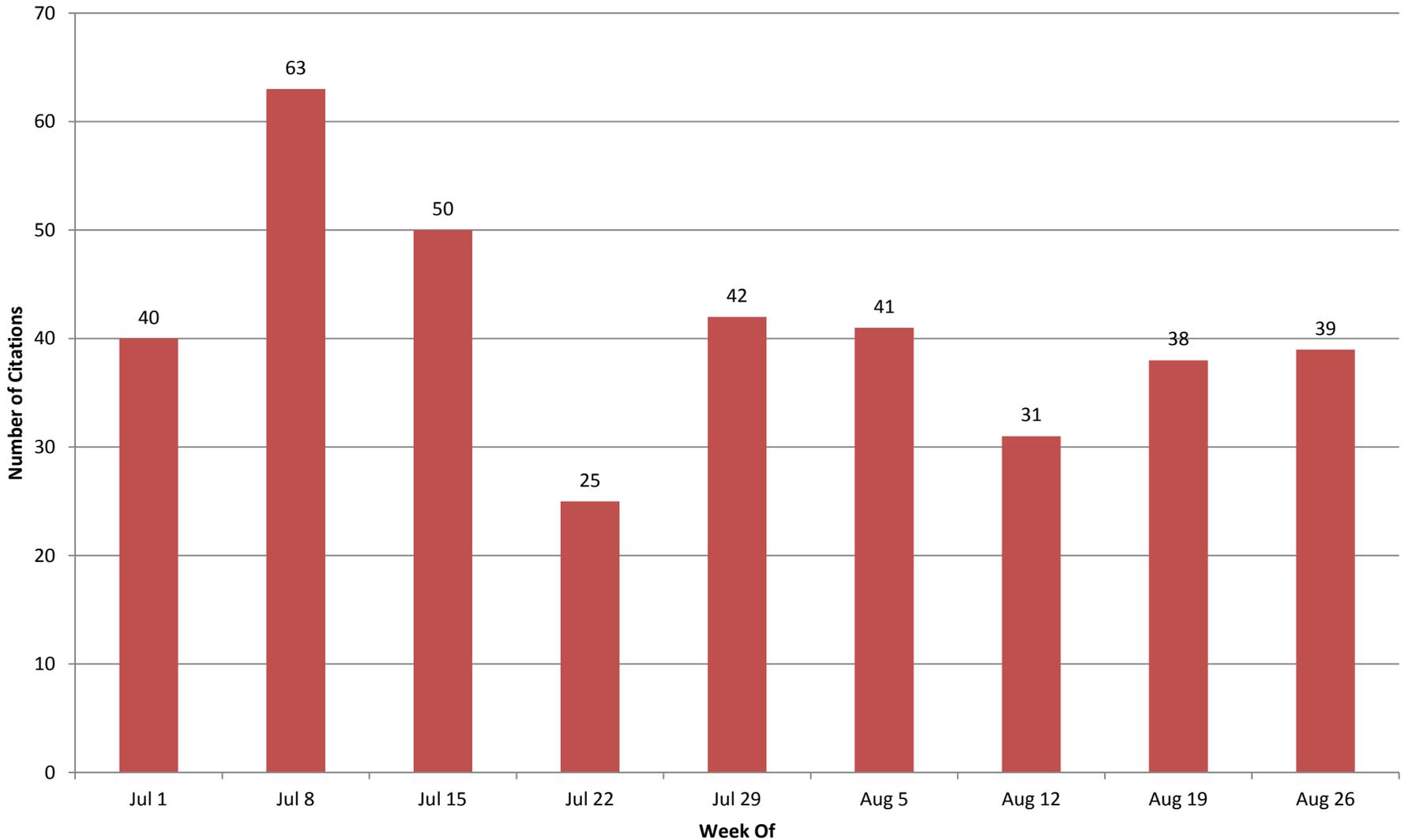


## Contract Police Statistical Data

1-Jul-16 to week of 26-Aug-16	FY17 YTD Totals
MD State Citations	369
Warnings	480
ERO	111
Distracted Driving	15
Parking	10
Field Observation Report	26
Youth Field Report	0
Citations in Lieu of Arrest	3
Civil Citation	0
Criminal Arrests	8
DWS Arrest	0
DWI Arrest	1
Warrant Arrest	4
Premise Checks (Vacation Checks)	36
Referral-Student Code of Conduct	2
Down Town Area Warnings	5
Down Town Area Citations	7

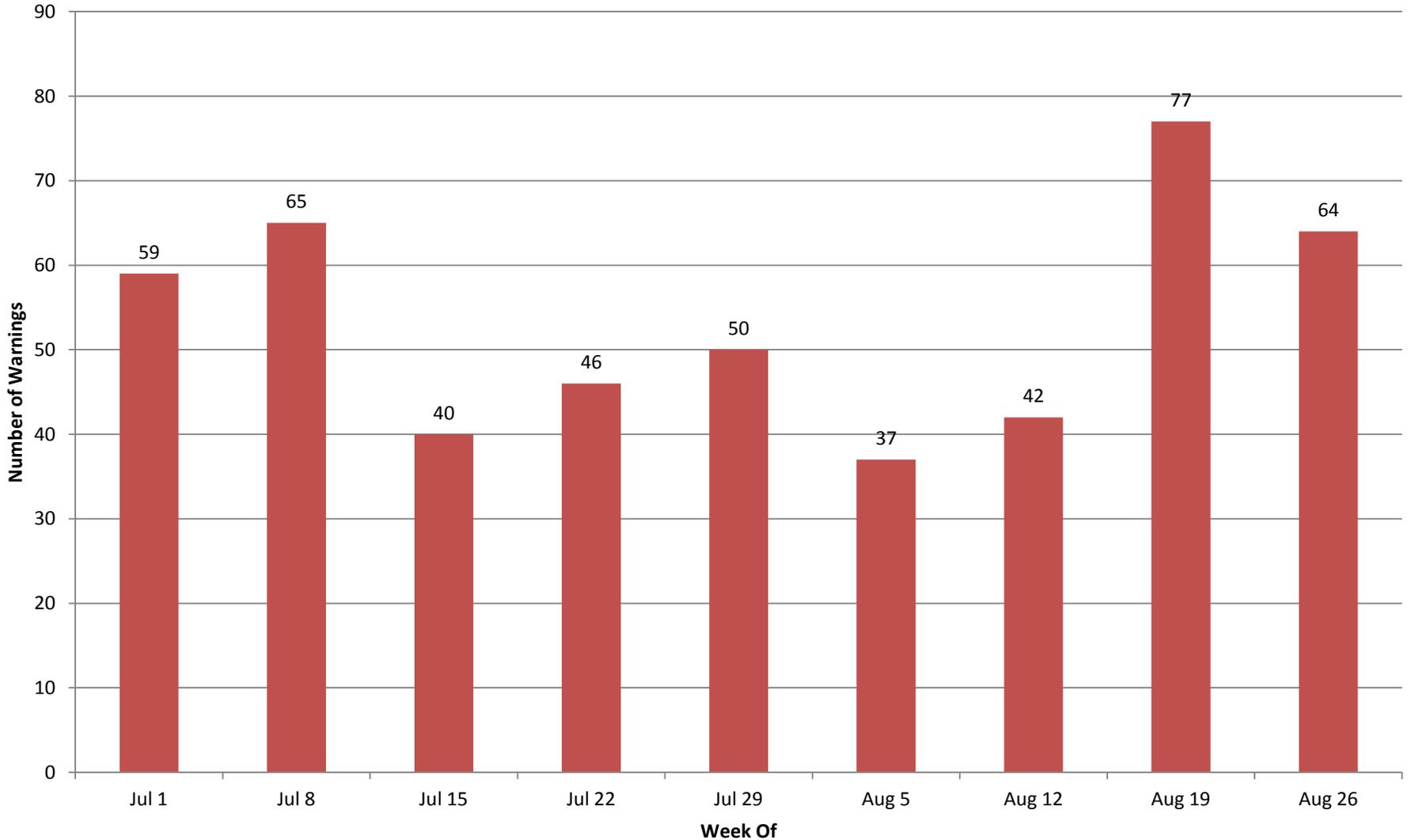
# Maryland State Citations FY17 July 1, 2016 to September 2, 2016

Total	Avg/Wk
369	41



# Warnings FY17 (July 1, 2016 to September 2, 2016)

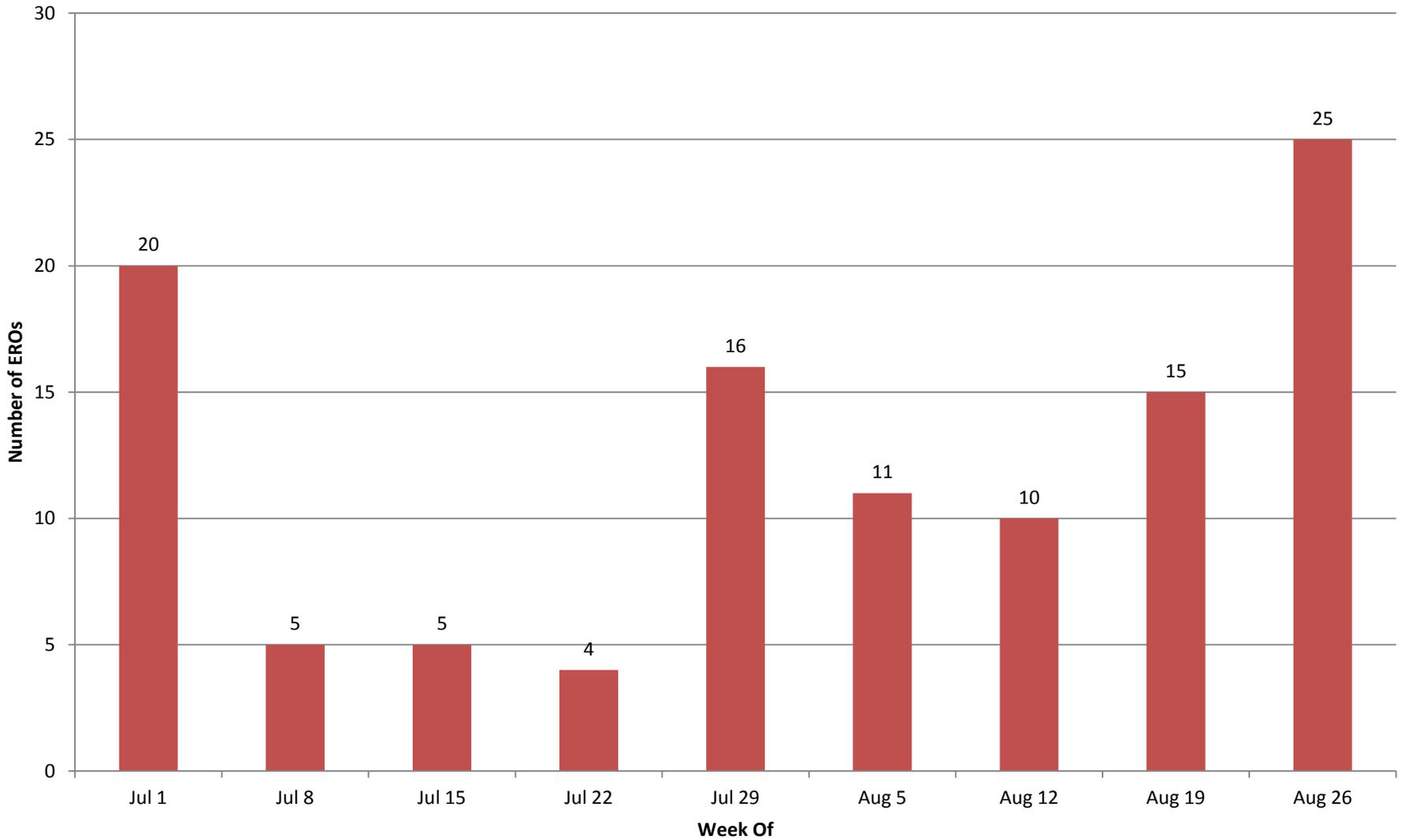
Total	Avg/Wk
480	53



# Equipment Repair Orders (ERO) FY17

July 1, 2016 to September 2, 2016

Total	Avg/Wk
111	12

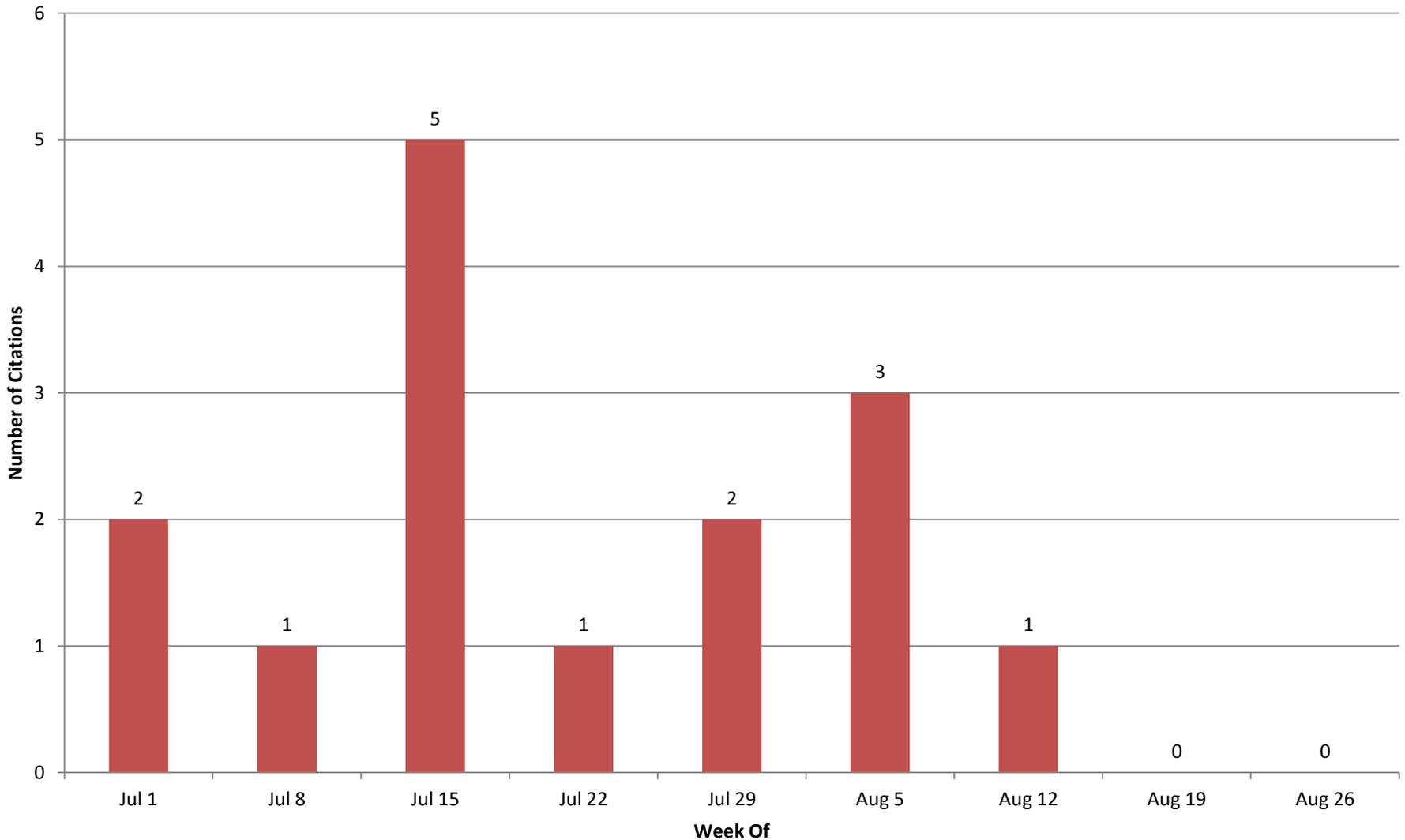


# Distracted Driving Citations

FY17

July 1, 2016 to September 2, 2016

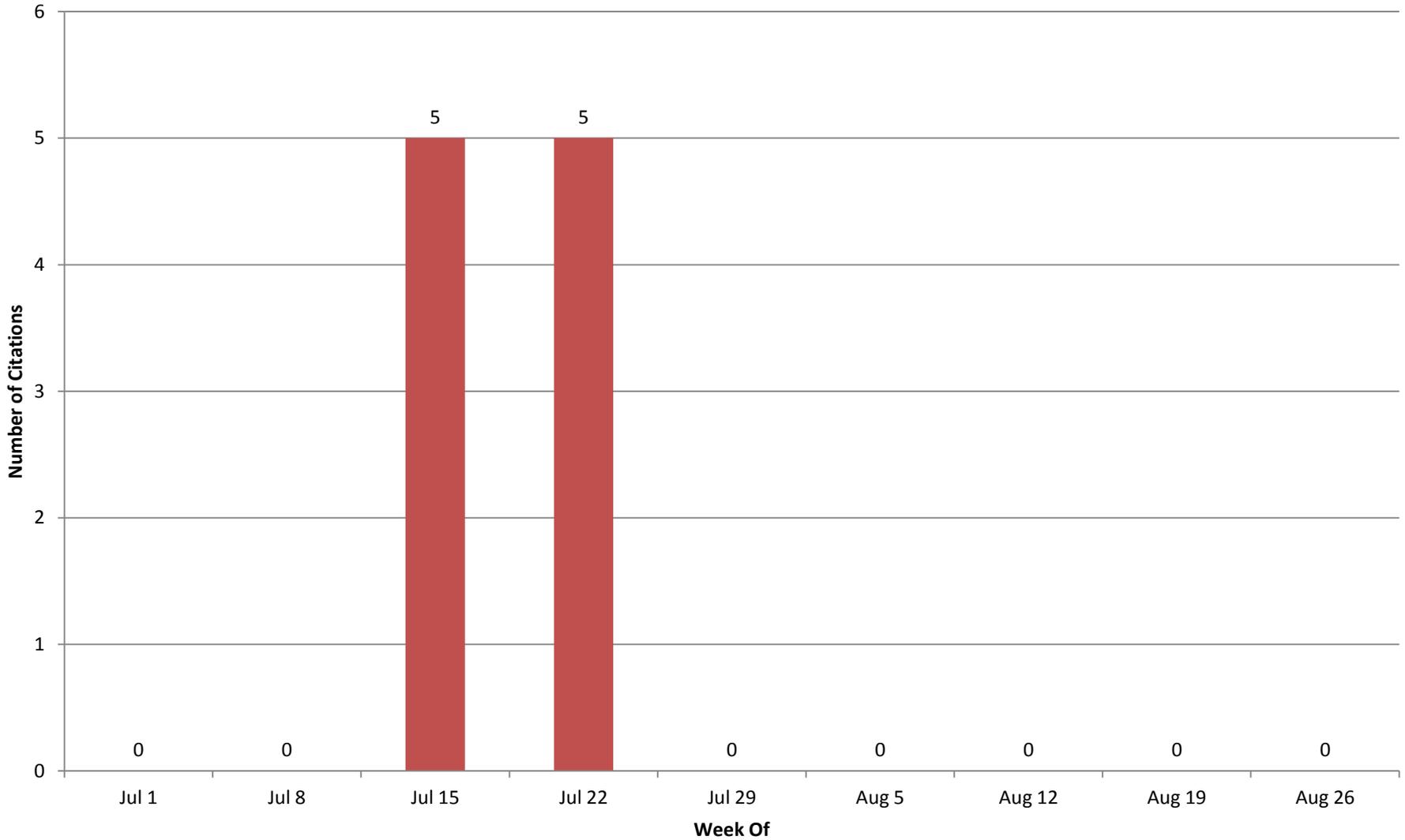
Total	Avg/Wk
15	2



# Parking Citations FY17

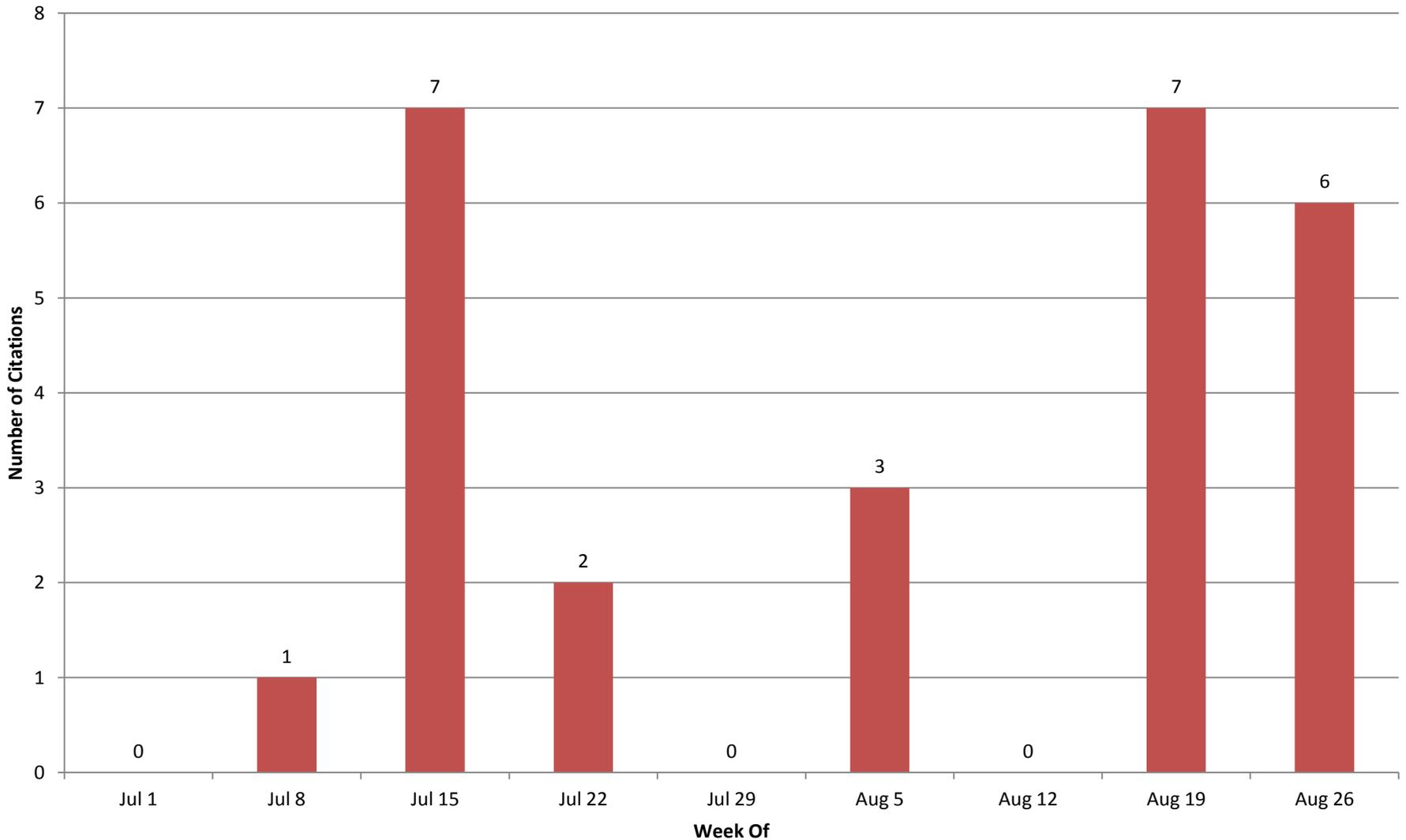
July 1, 2016 to September 2, 2016

Total	Avg/Wk
10	1



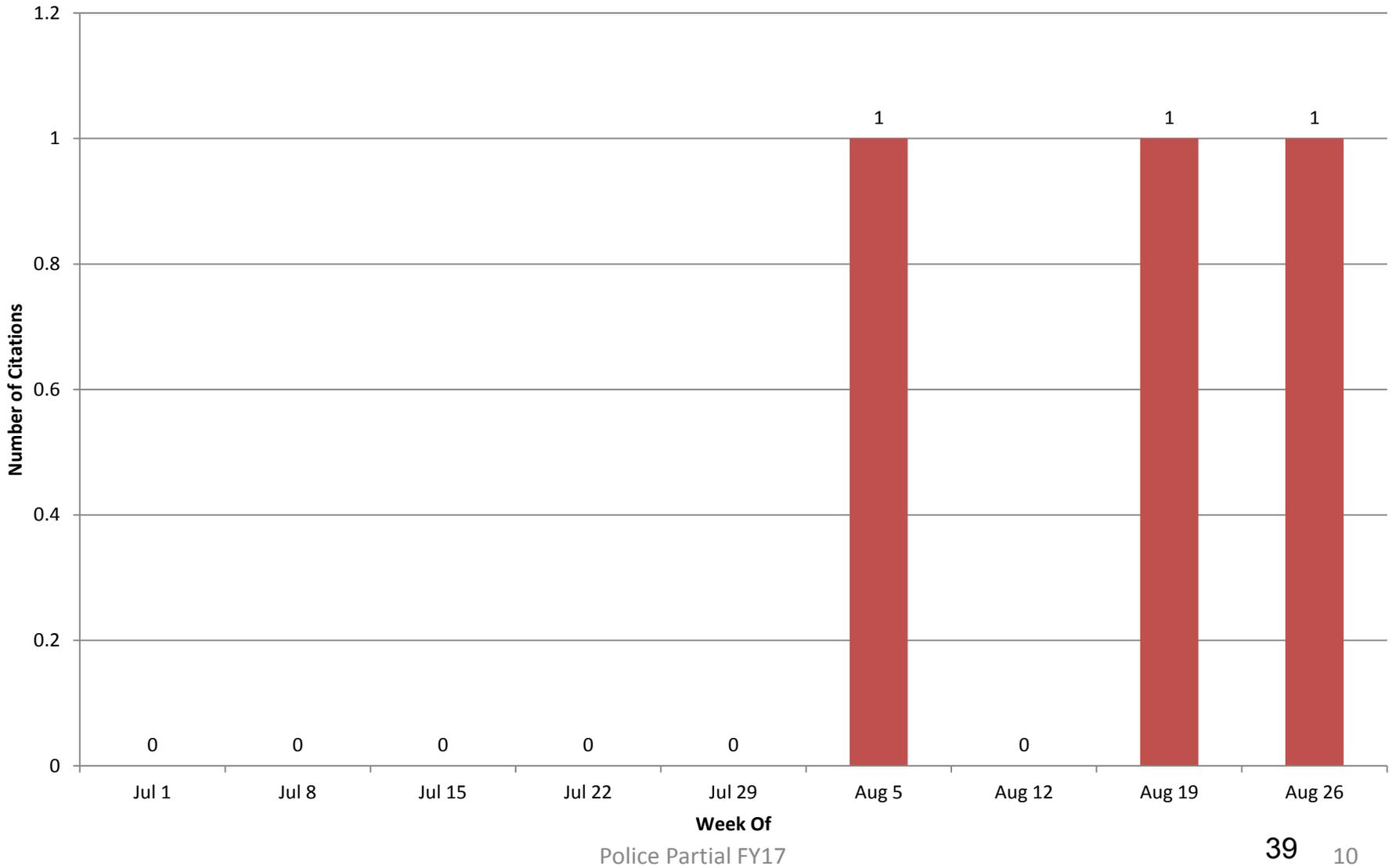
# Field Observation Reports FY17 July 1, 2016 to September 2, 2016

Total	Avg/Wk
26	3



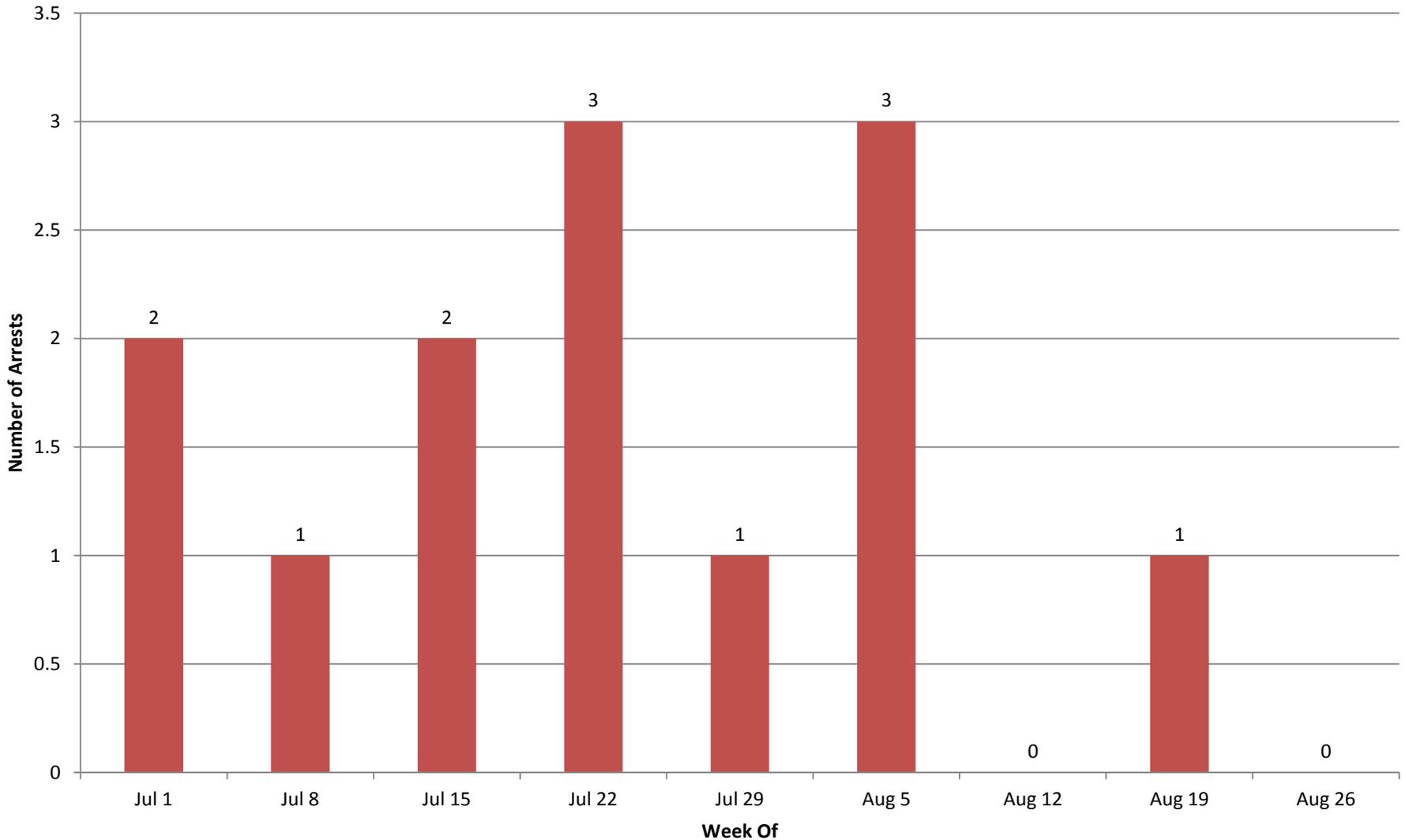
# Citations in Lieu of Arrest FY17 July 1, 2016 to September 2, 2016

Total	Avg/Wk
3	0



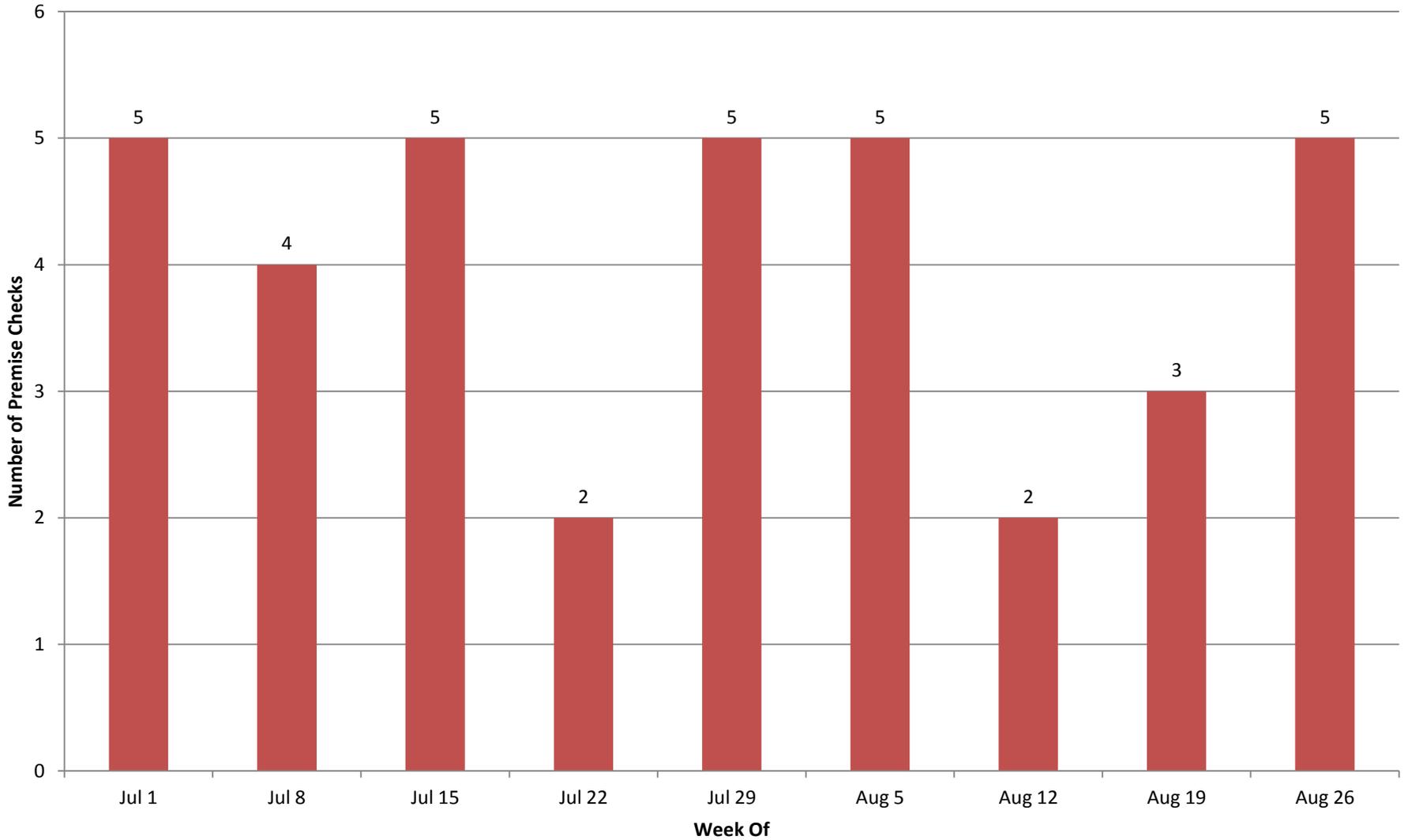
# Arrests (Criminal, Driving with a Suspended License, DWI, Warrant) FY17 July 1, 2016 to September 2, 2016

Total	Avg/Wk
13	1

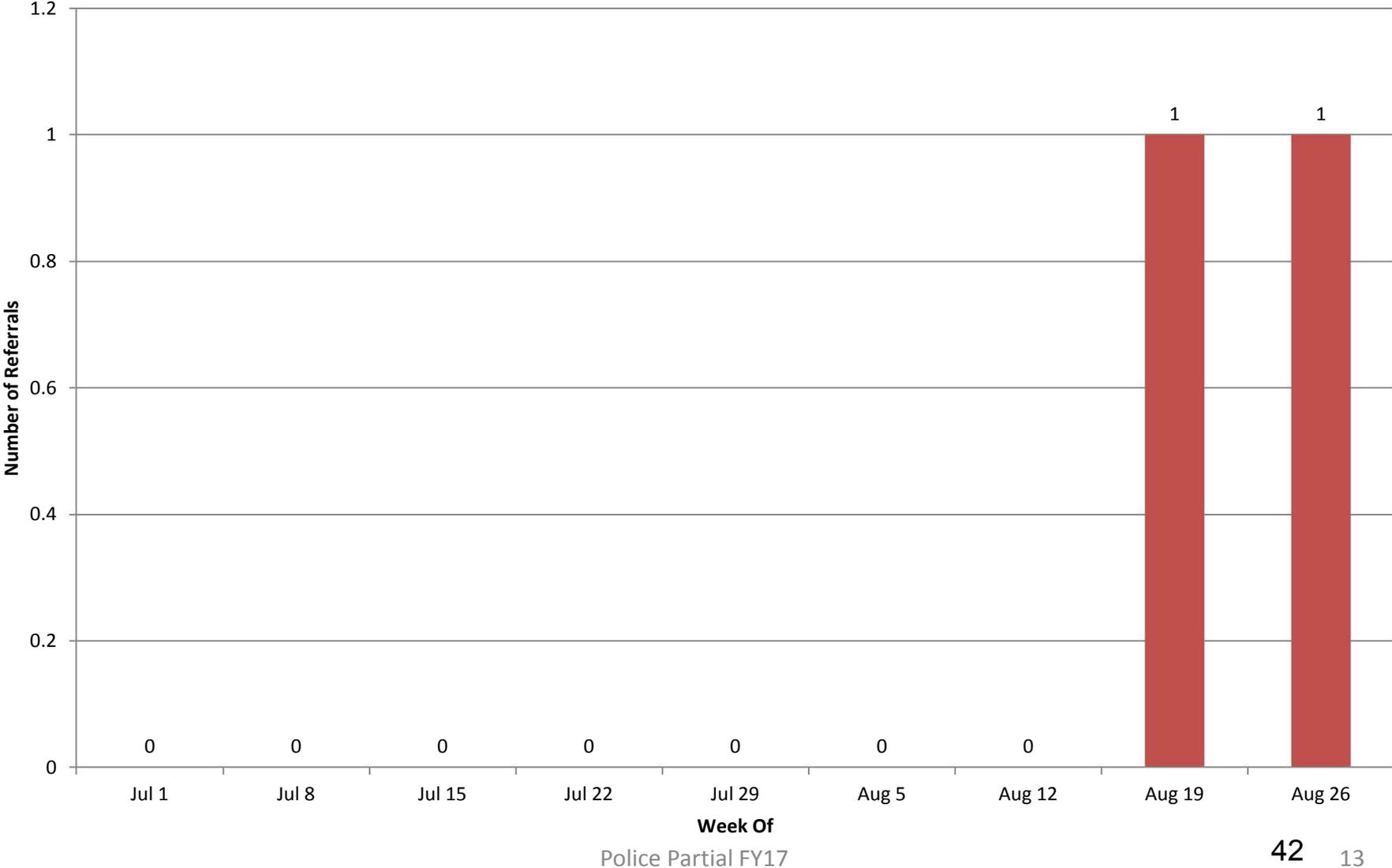


# Premise Checks (Vacation Checks) FY17 July 1, 2016 to September 2, 2016

Total	Avg/Wk
36	4



**Referral Student Code of Conduct  
FY17  
July 1, 2016 to September 2, 2016**





# City of College Park Noise Report

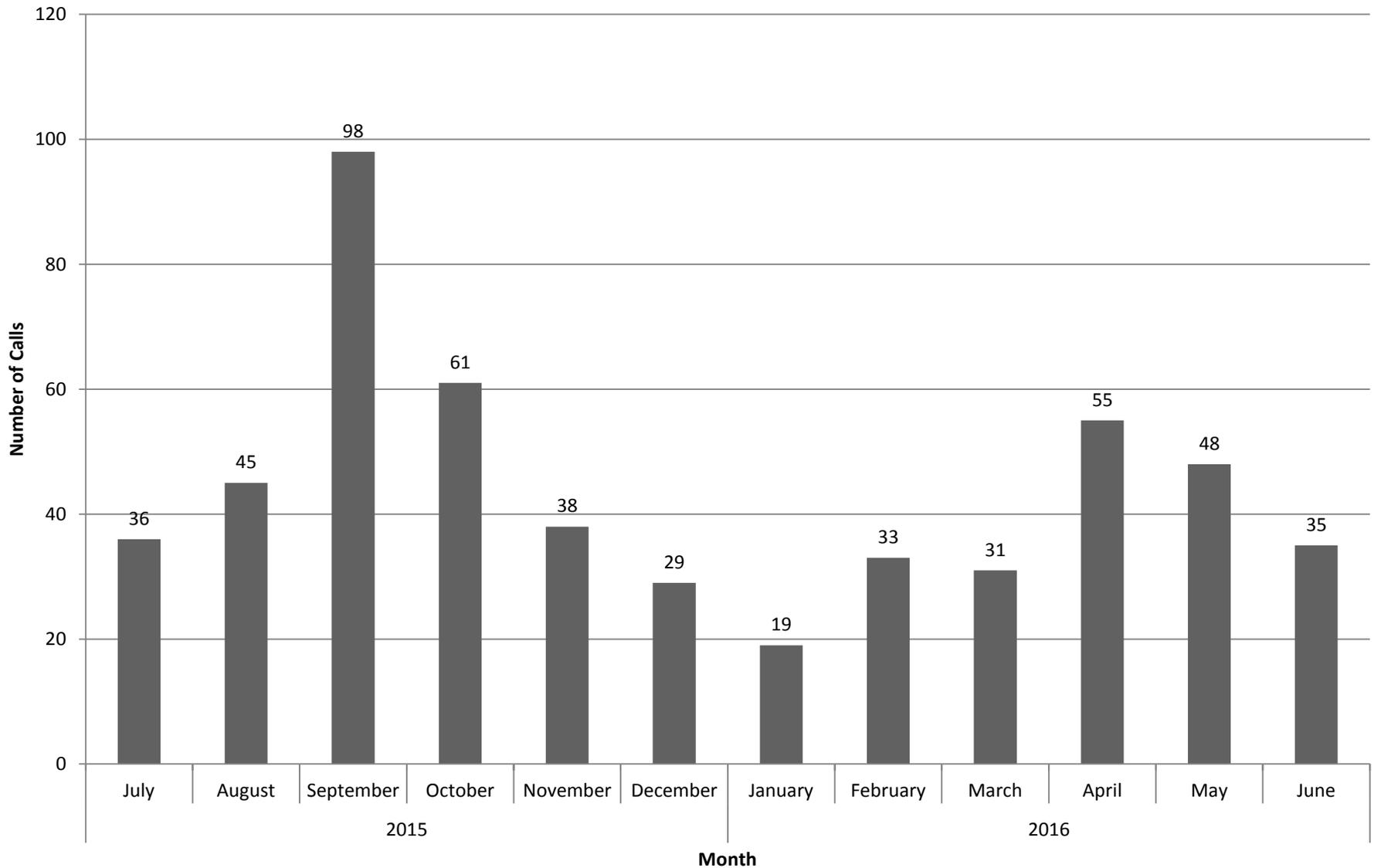
Fiscal Year 2016

(July 1, 2015 to June 30, 2016)

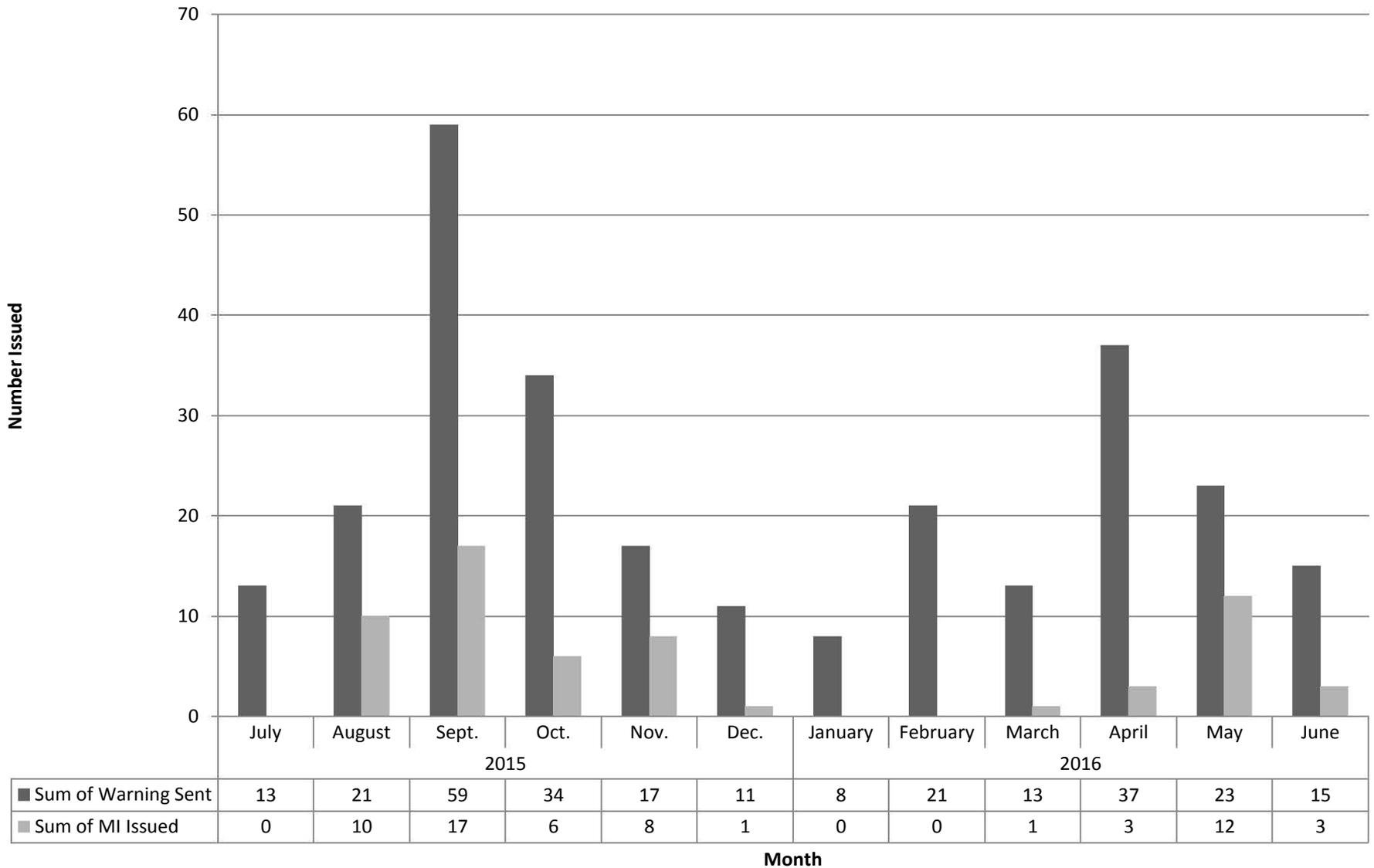
Including Comparisons from 2012 to Present

Prepared by the Department of Public Services

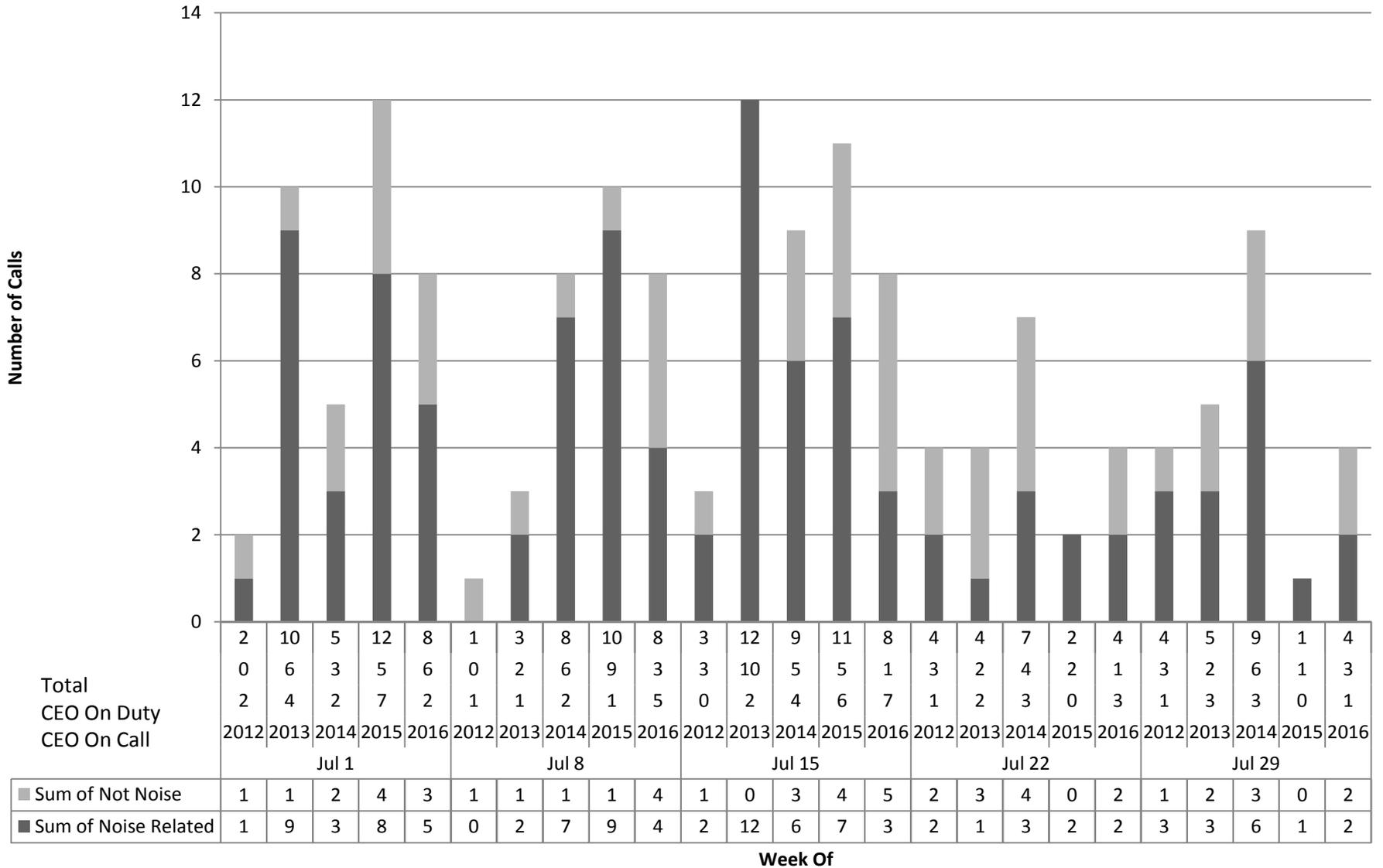
# Calls to the Hotline Fiscal Year 2016



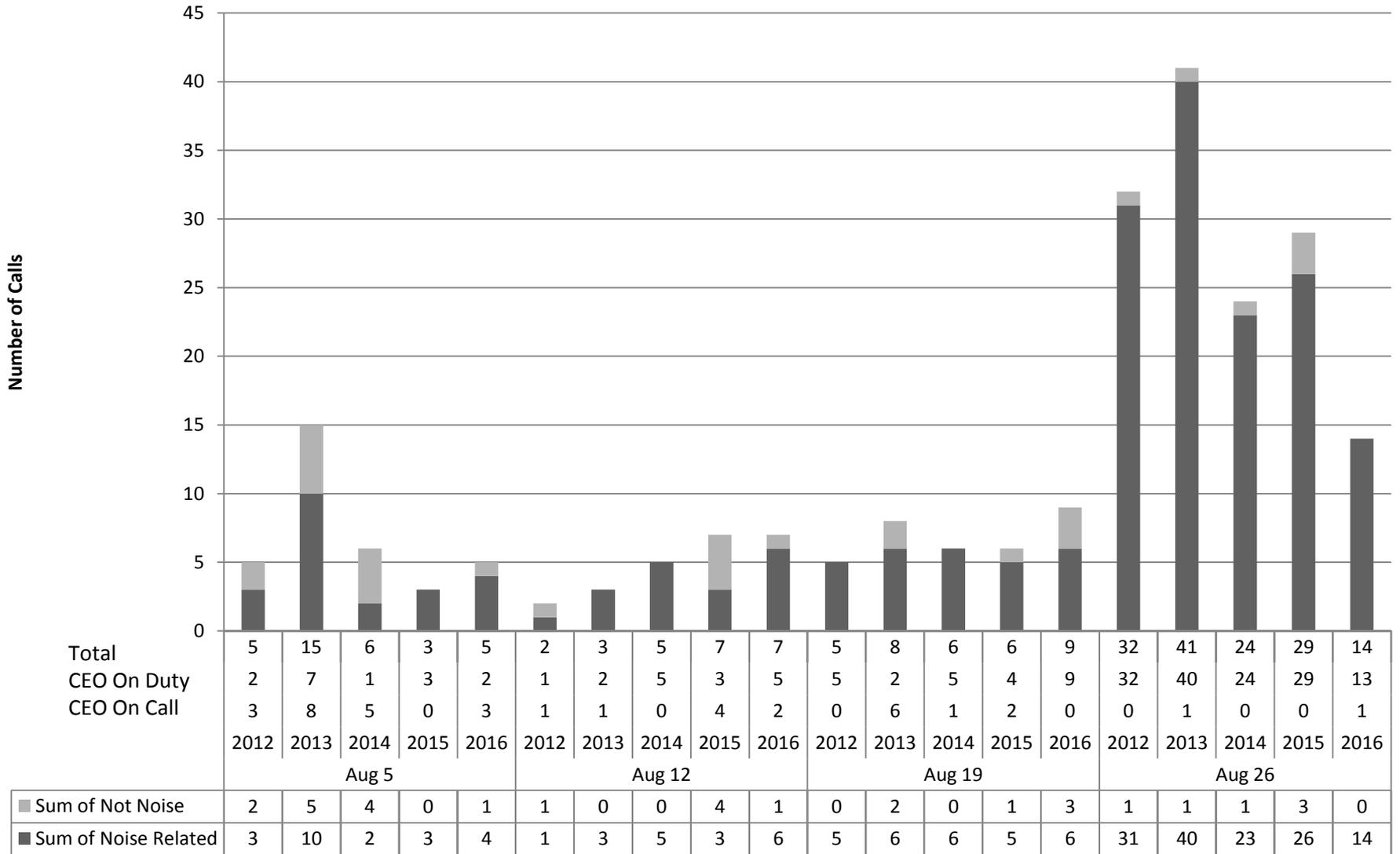
## Warnings and Municipal Infractions Issued Fiscal Year 2016



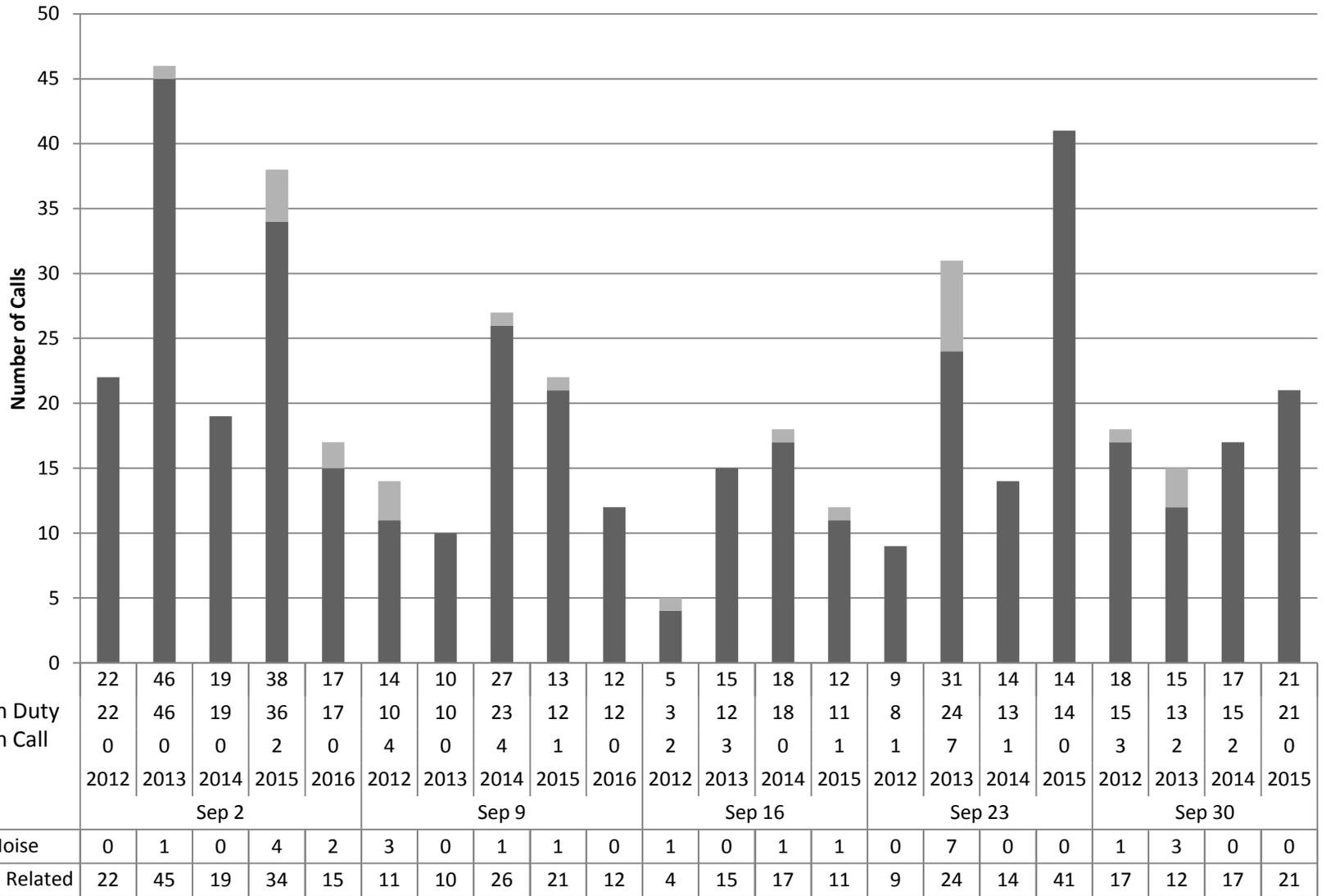
# Calls to Hotline July



# Calls to Hotline August



# Calls to Hotline September



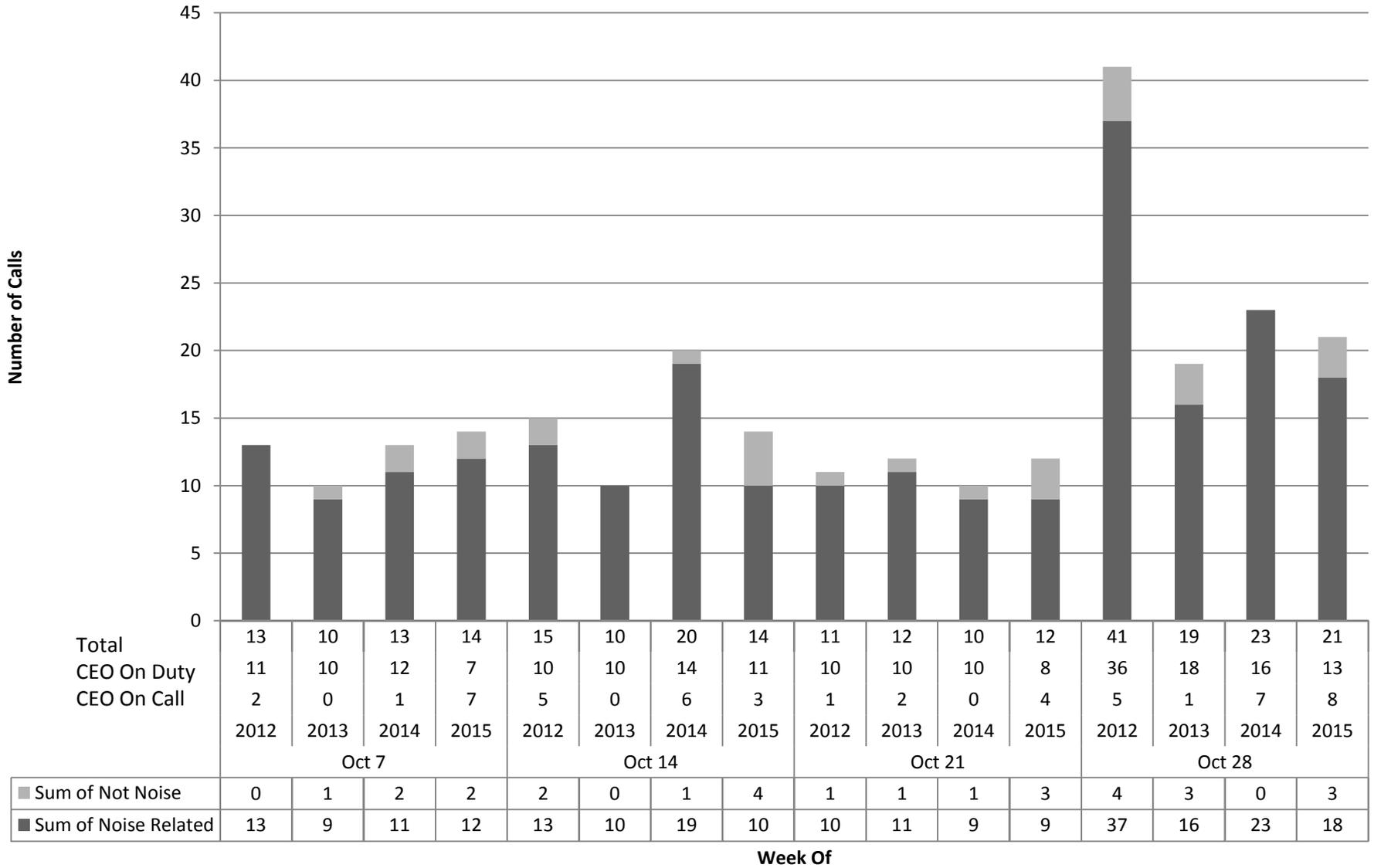
Total  
CEO On Duty  
CEO On Call

22	46	19	38	17	14	10	27	13	12	5	15	18	12	9	31	14	14	18	15	17	21
22	46	19	36	17	10	10	23	12	12	3	12	18	11	8	24	13	14	15	13	15	21
0	0	0	2	0	4	0	4	1	0	2	3	0	1	1	7	1	0	3	2	2	0
2012	2013	2014	2015	2016	2012	2013	2014	2015	2016	2012	2013	2014	2015	2012	2013	2014	2015	2012	2013	2014	2015

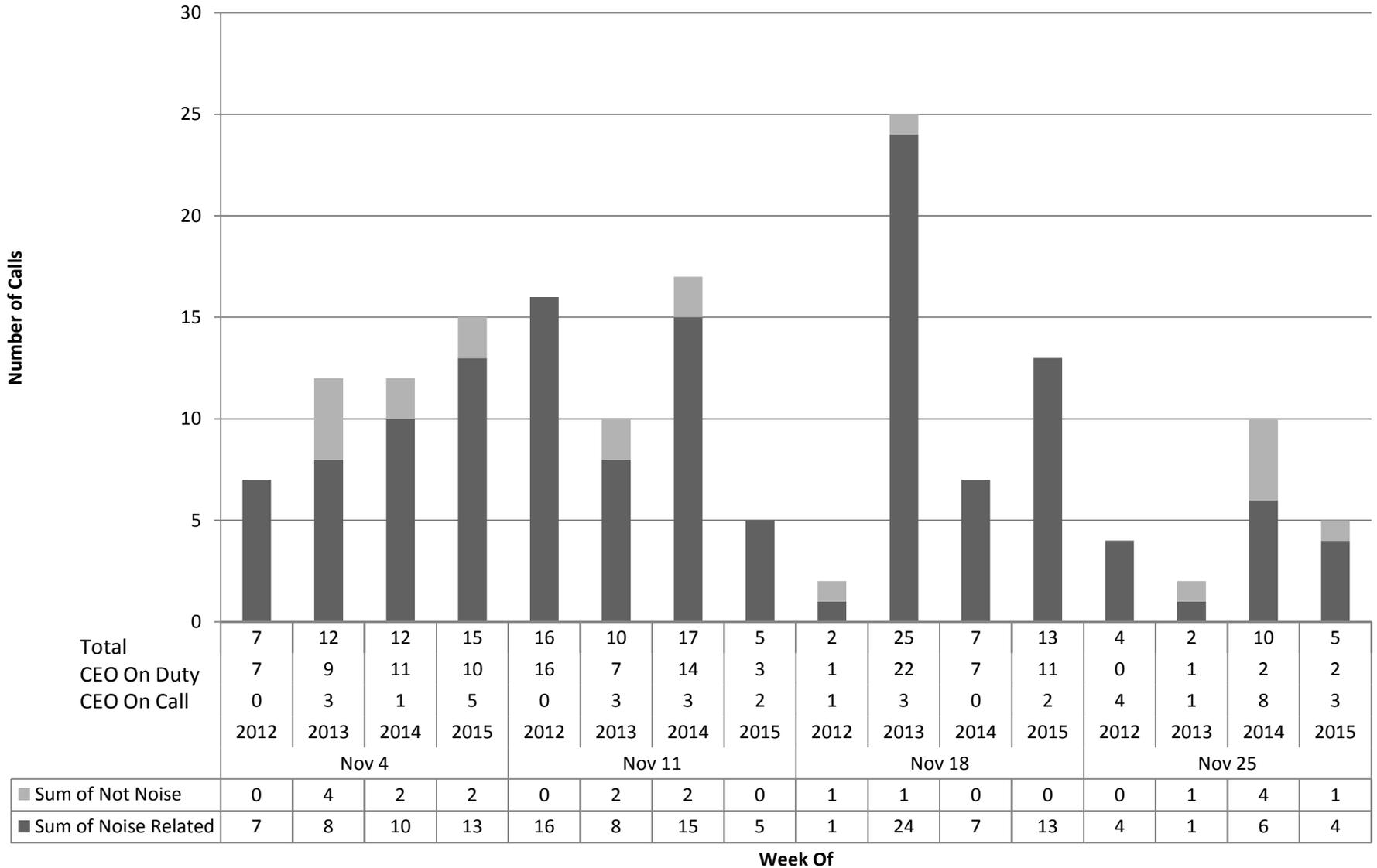
Sep 2
Sep 9
Sep 16
Sep 23
Sep 30

Week Of

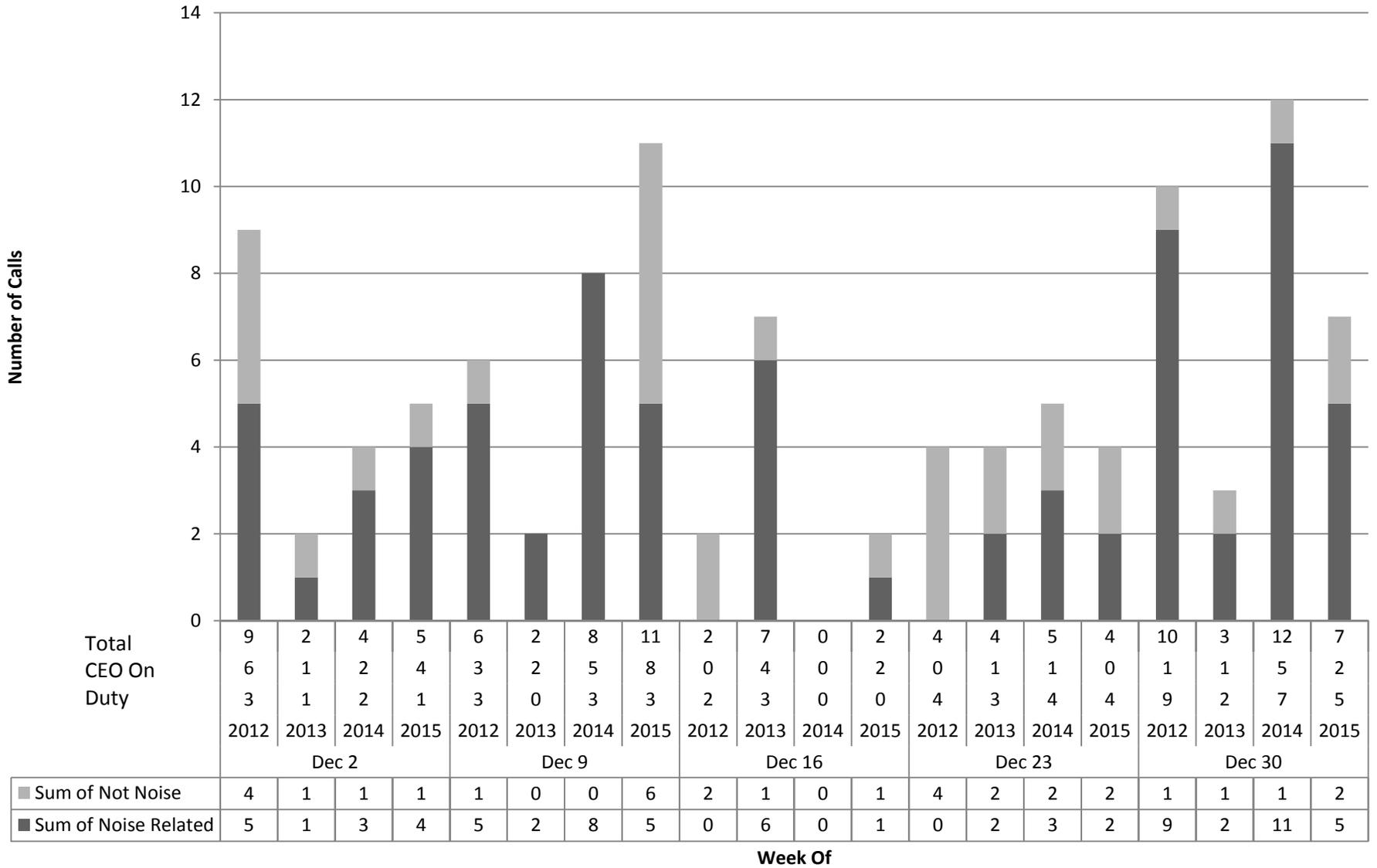
# Calls to Hotline October



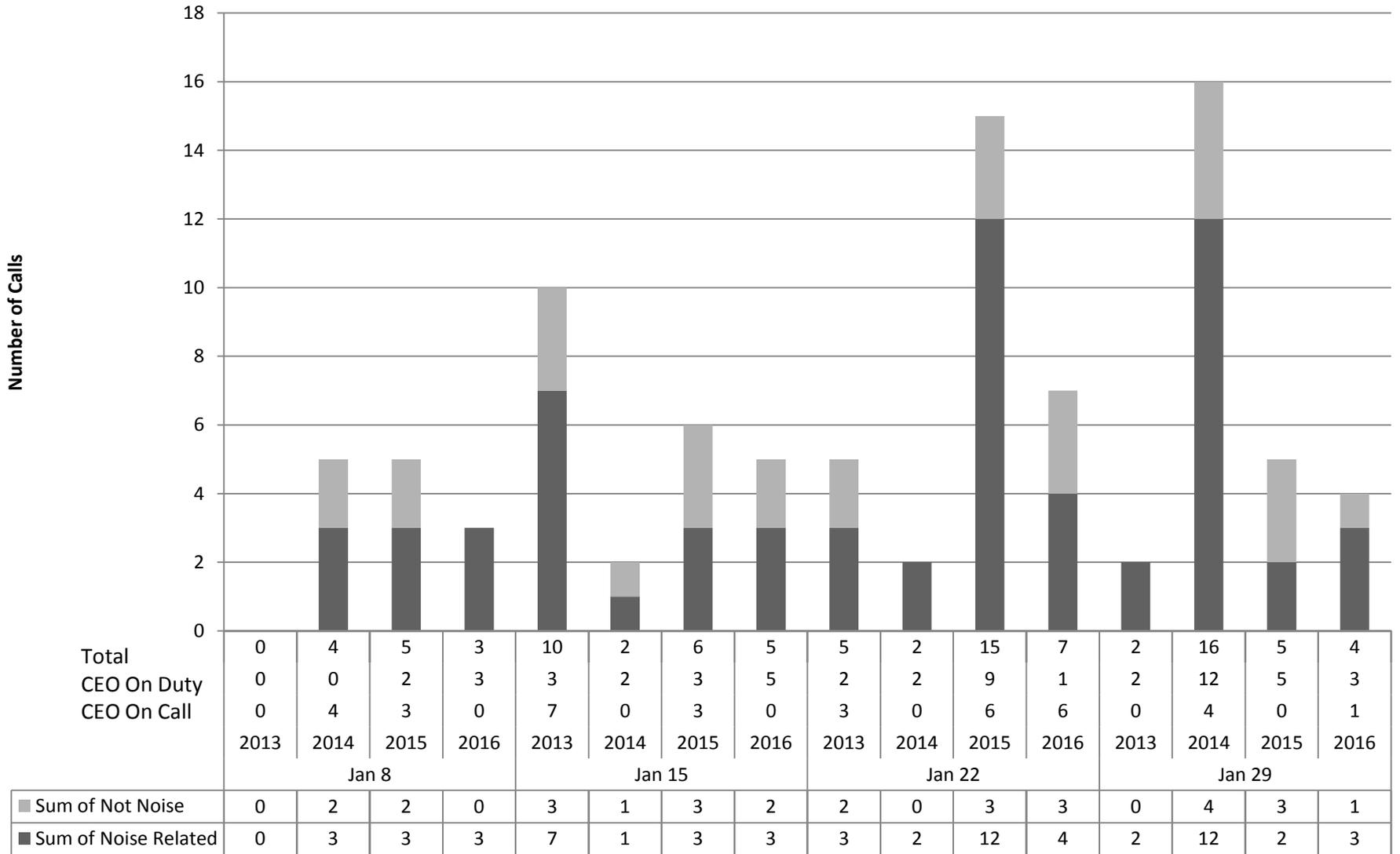
# Calls to Hotline November



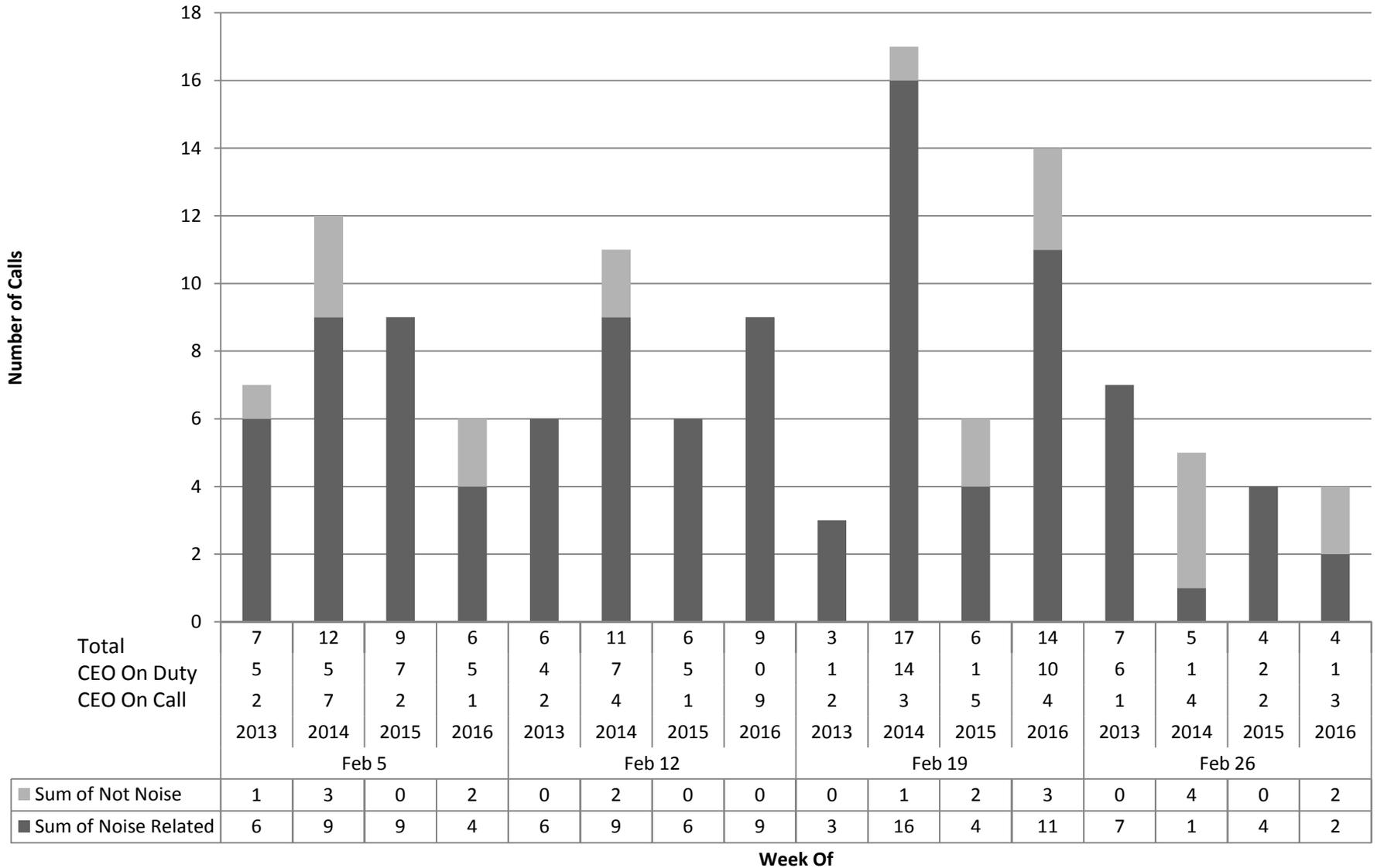
# Calls to Hotline December



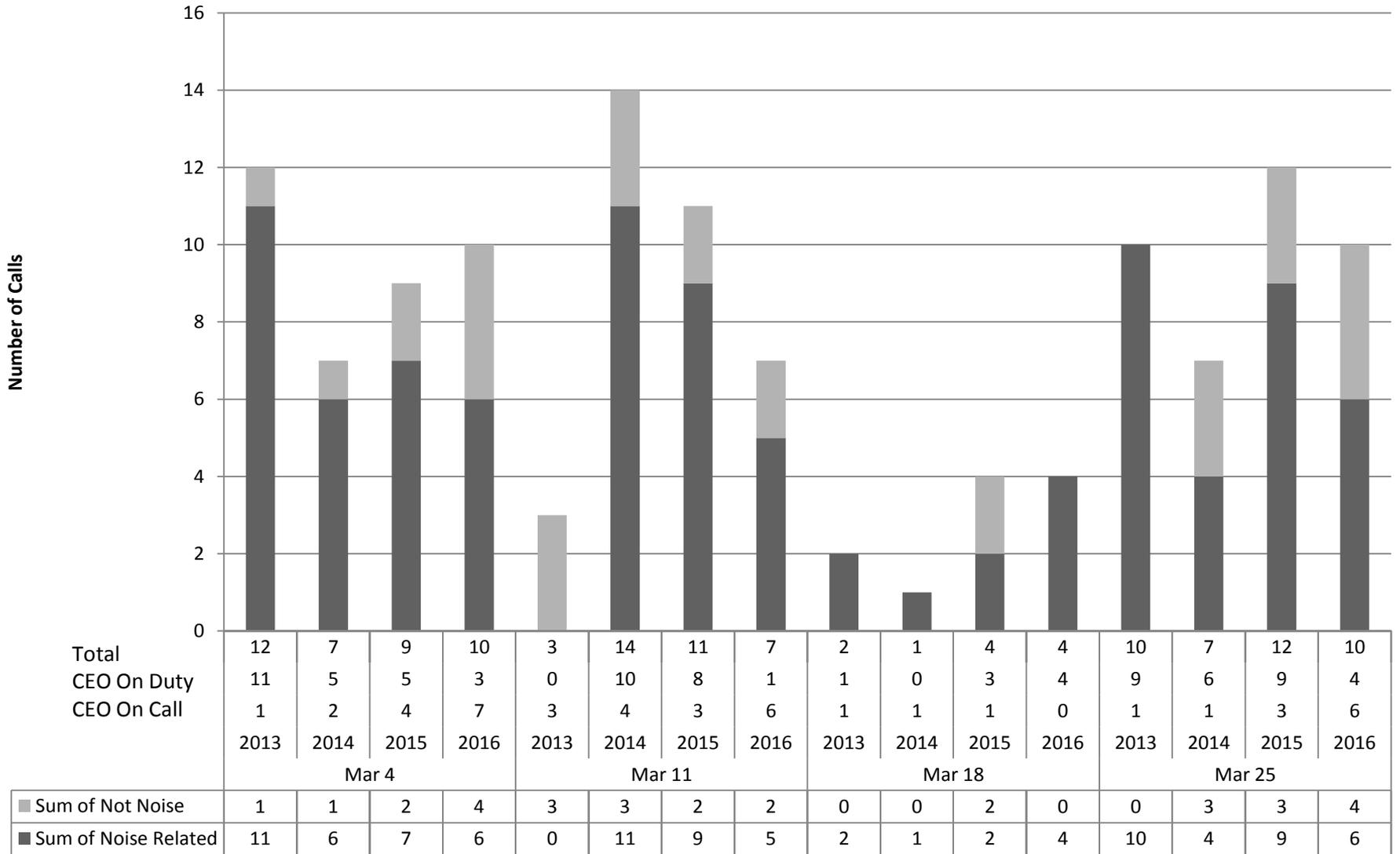
# Calls to Hotline January



# Calls to Hotline February



# Calls to Hotline March

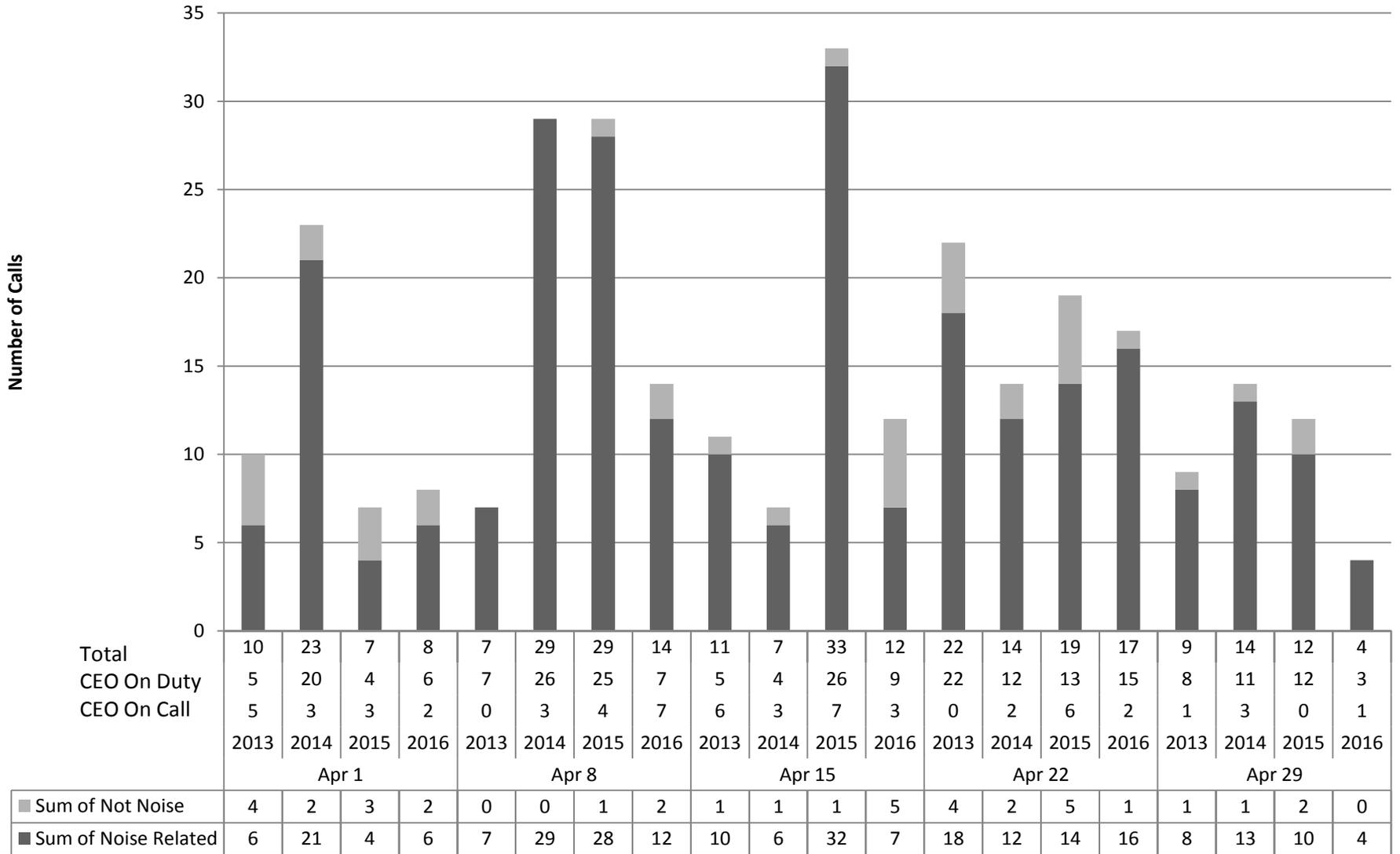


Total  
CEO On Duty  
CEO On Call

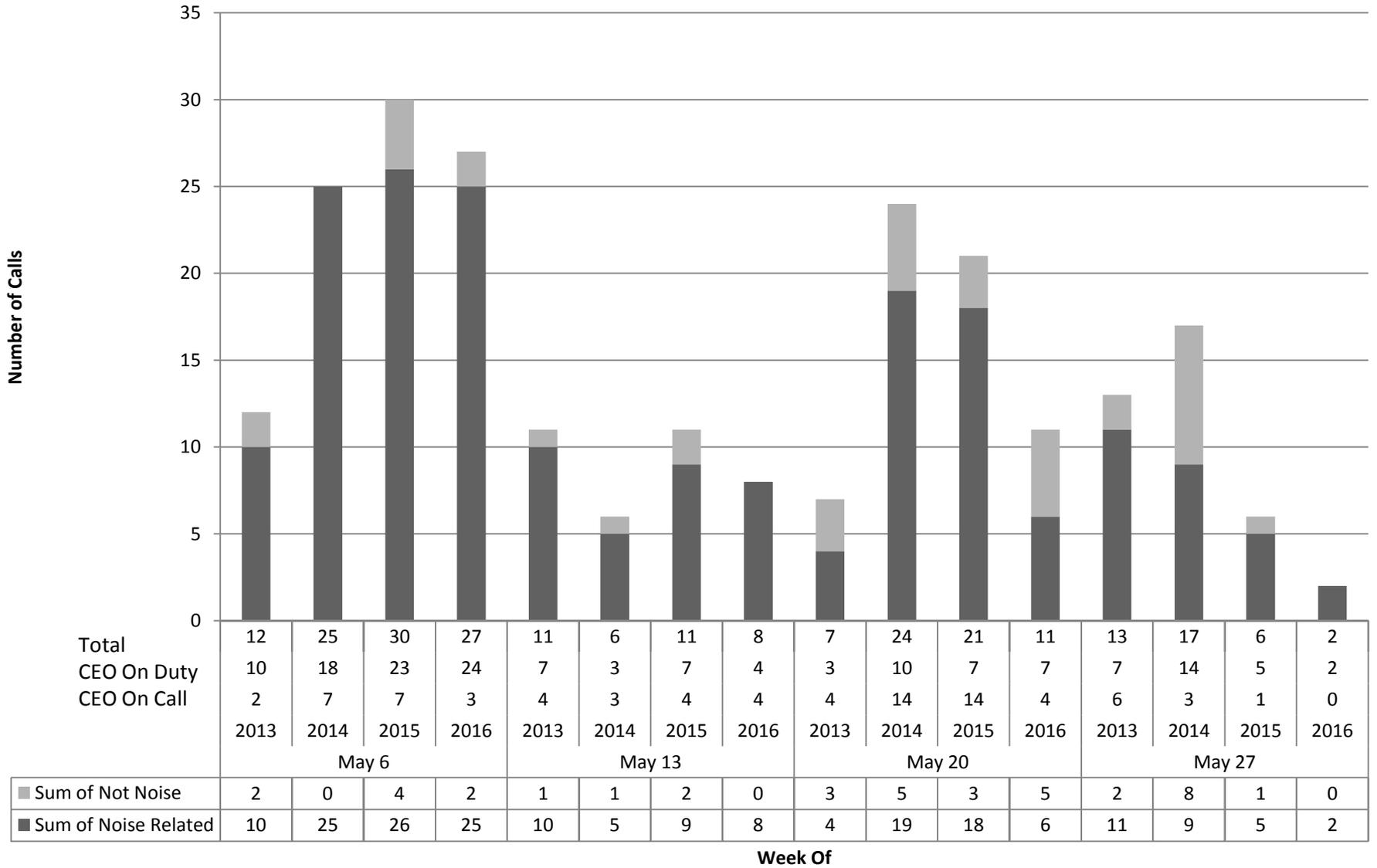
12	7	9	10	3	14	11	7	2	1	4	4	10	7	12	10
11	5	5	3	0	10	8	1	1	0	3	4	9	6	9	4
1	2	4	7	3	4	3	6	1	1	1	0	1	1	3	6
2013	2014	2015	2016	2013	2014	2015	2016	2013	2014	2015	2016	2013	2014	2015	2016

Week of

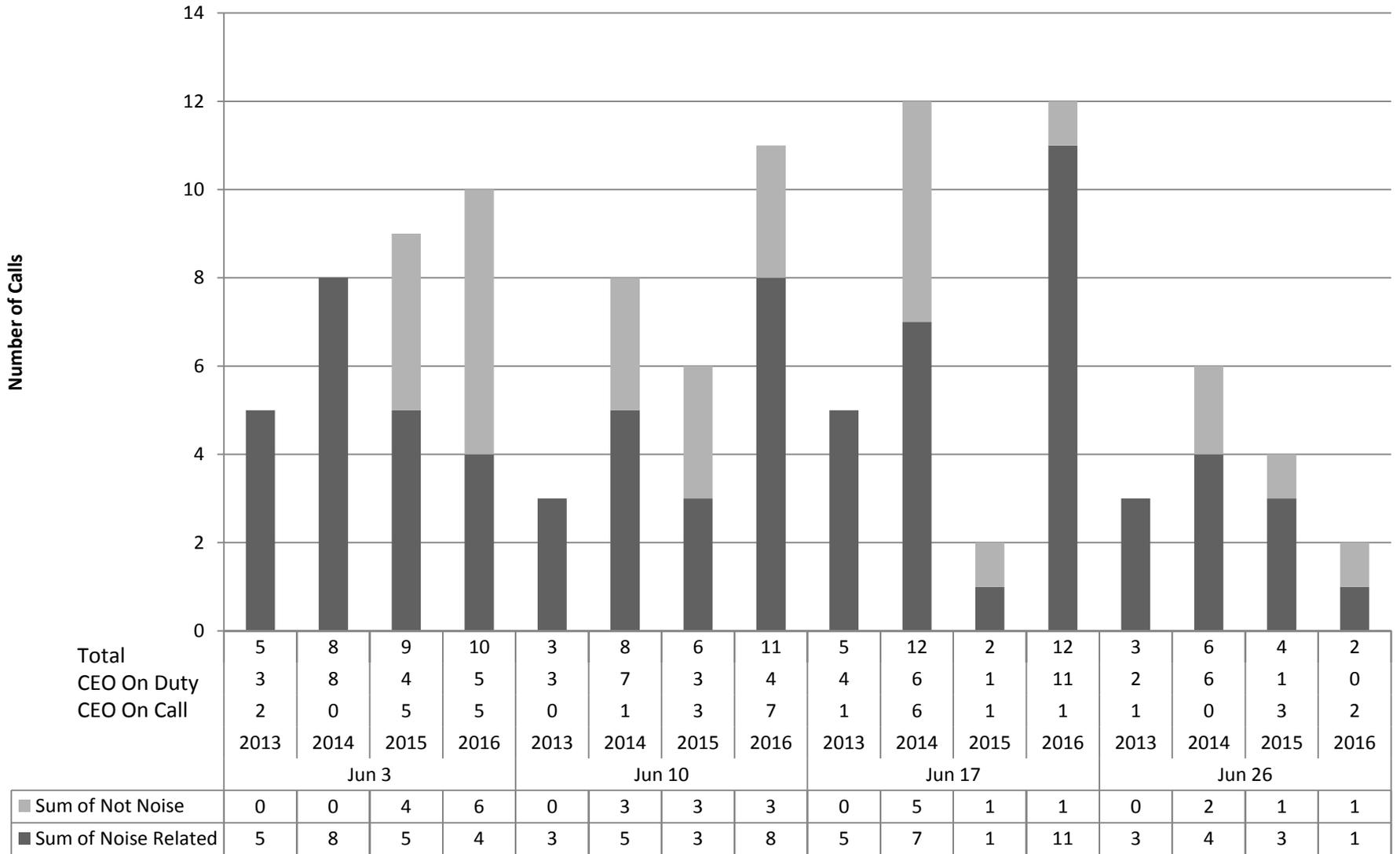
# Calls to Hotline April



# Calls to Hotline May

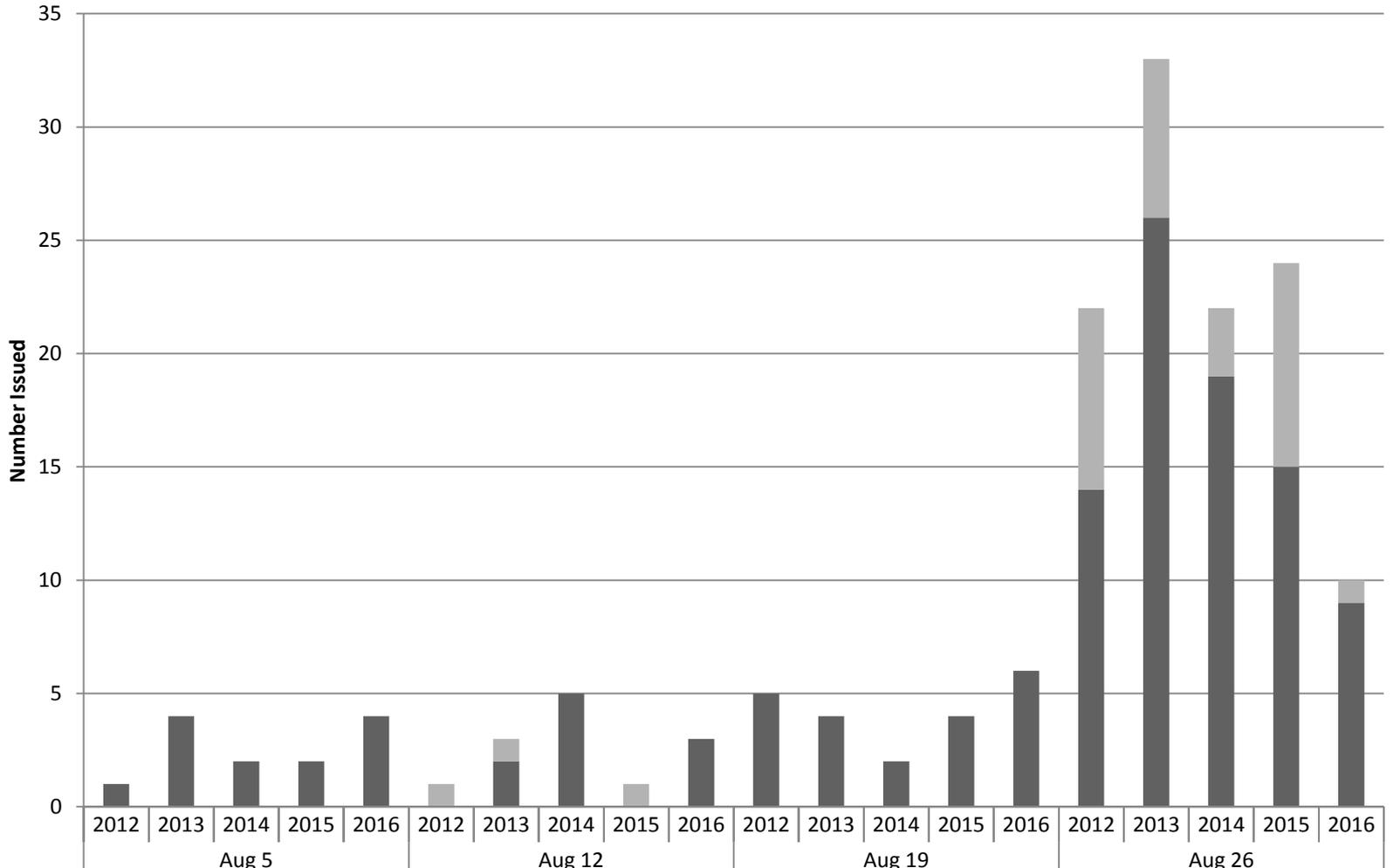


# Calls to Hotline June





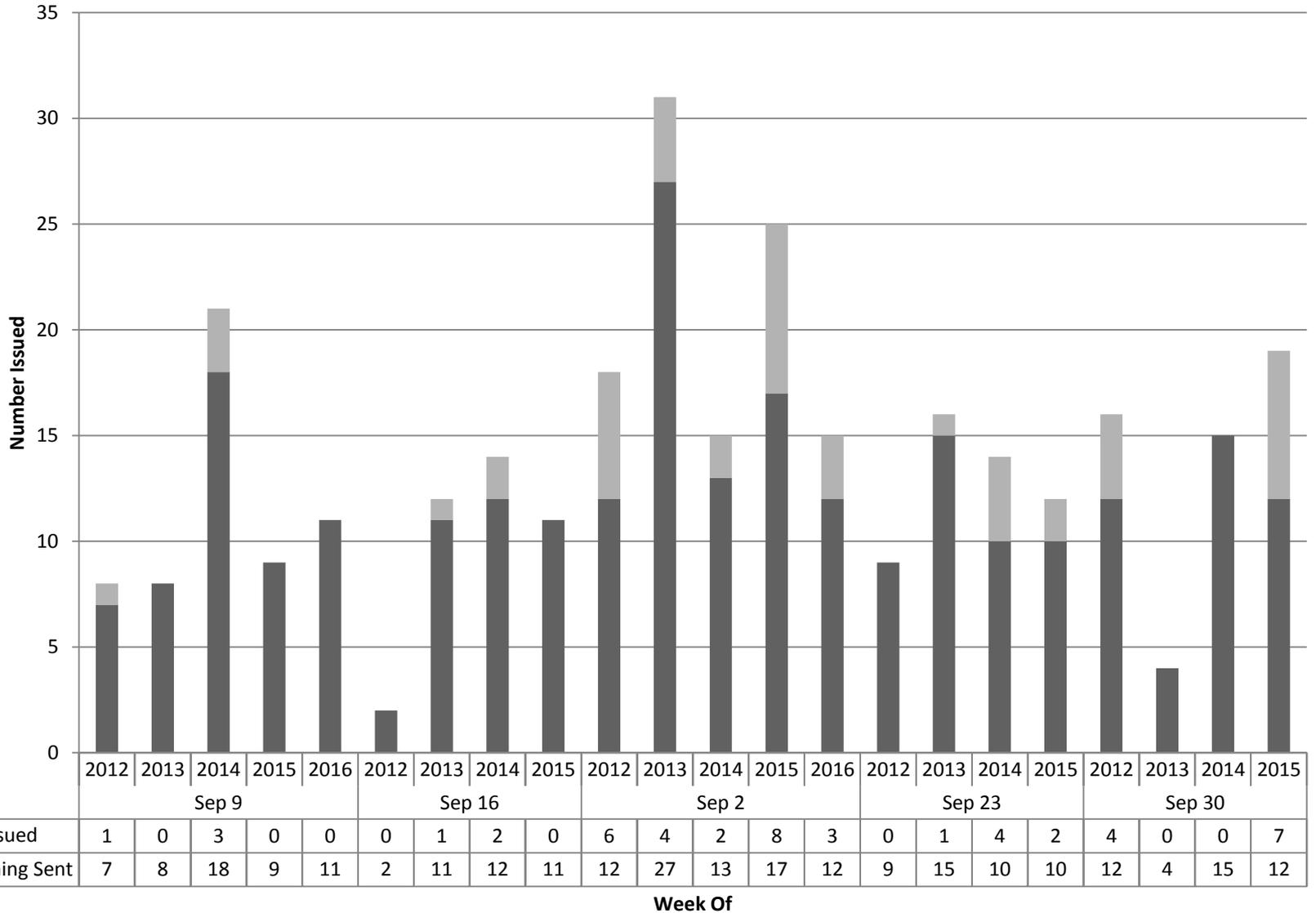
# Warnings and Municipal Infractions Issued August



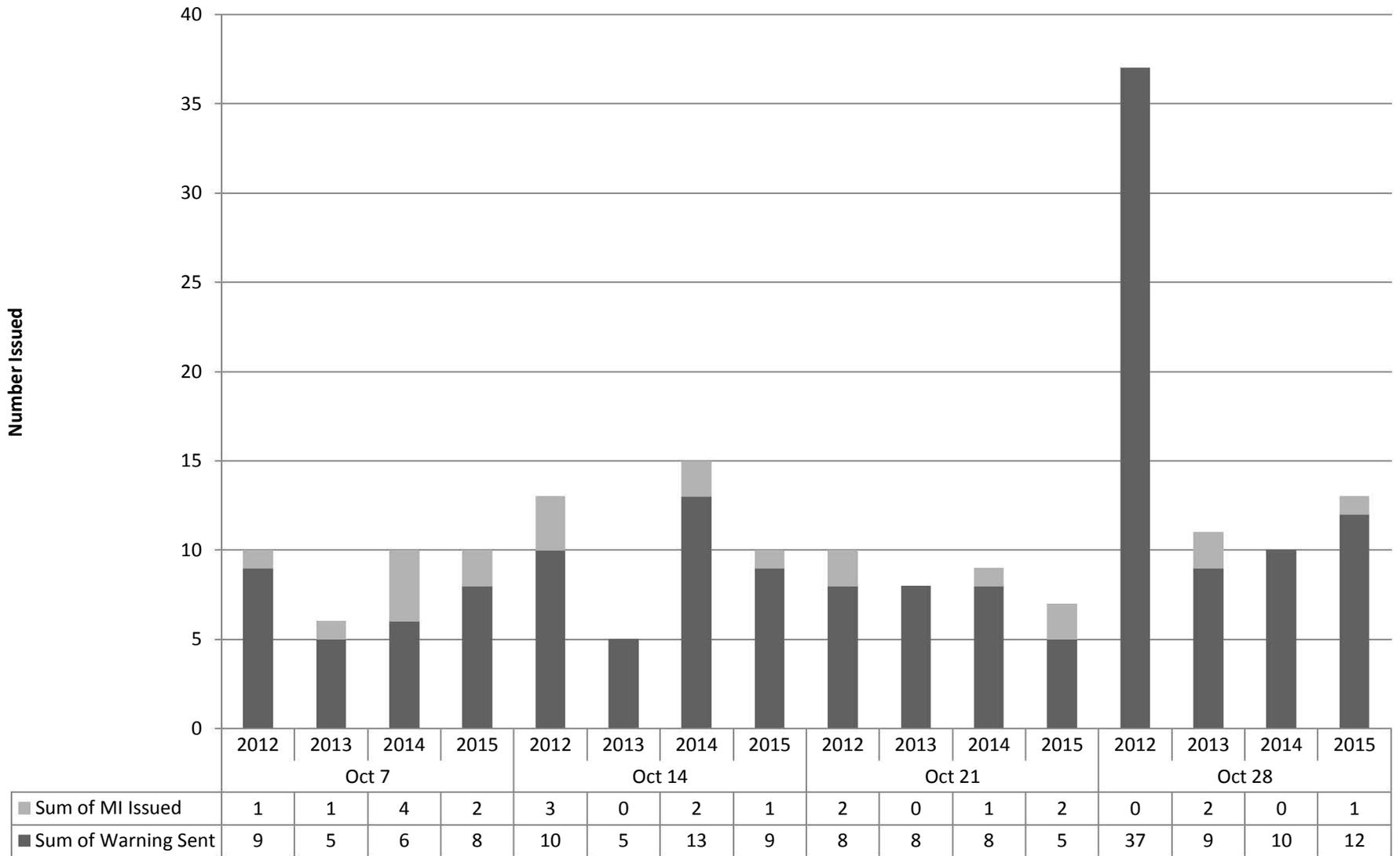
Sum of MI Issued	0	0	0	0	0	1	1	0	1	0	0	0	0	0	0	8	7	3	9	1
Sum of Warning Sent	1	4	2	2	4	0	2	5	0	3	5	4	2	4	6	14	26	19	15	9

Week Of

# Warnings and Municipal Infractions Issued September

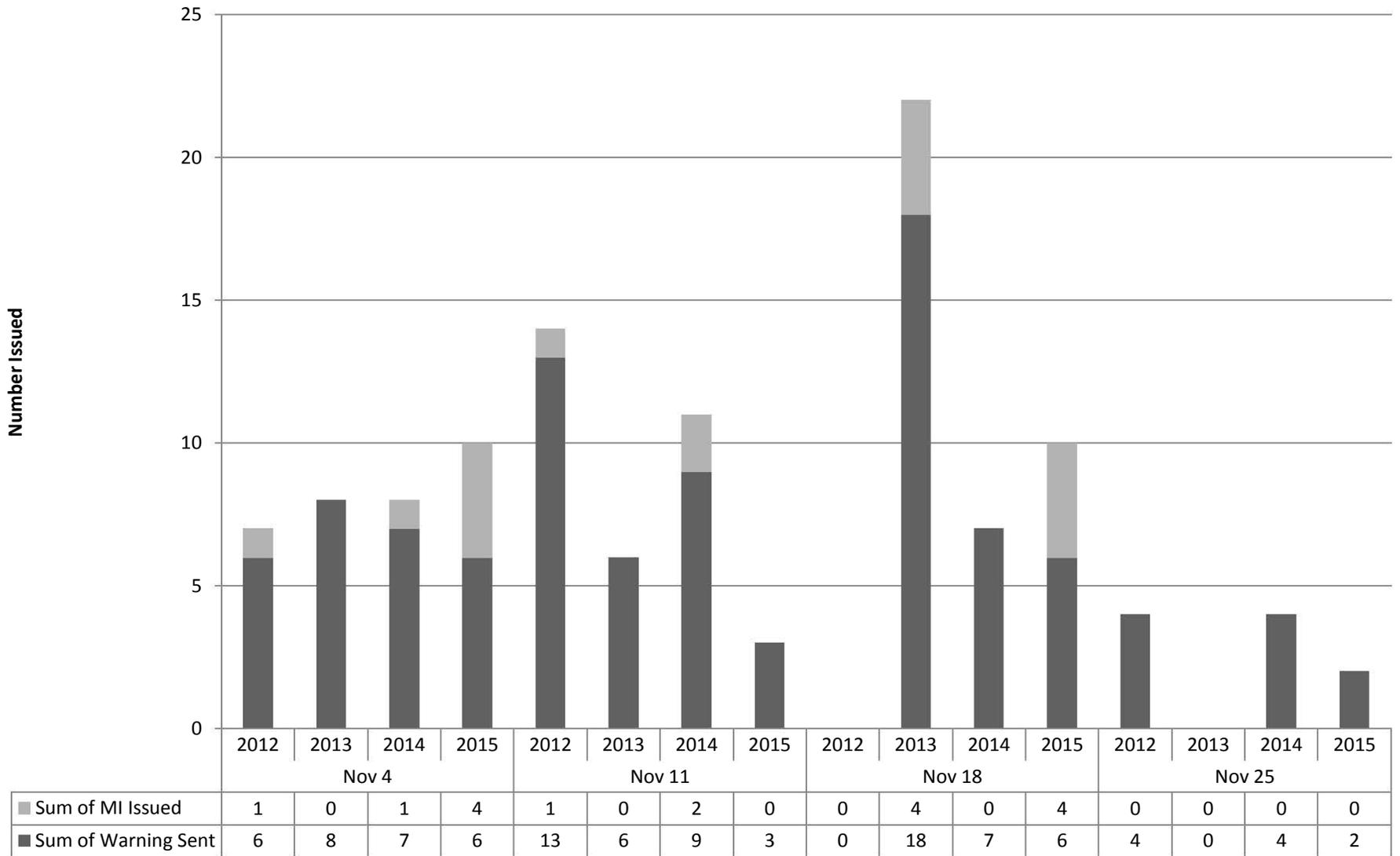


# Warnings and Municipal Infractions Issued October



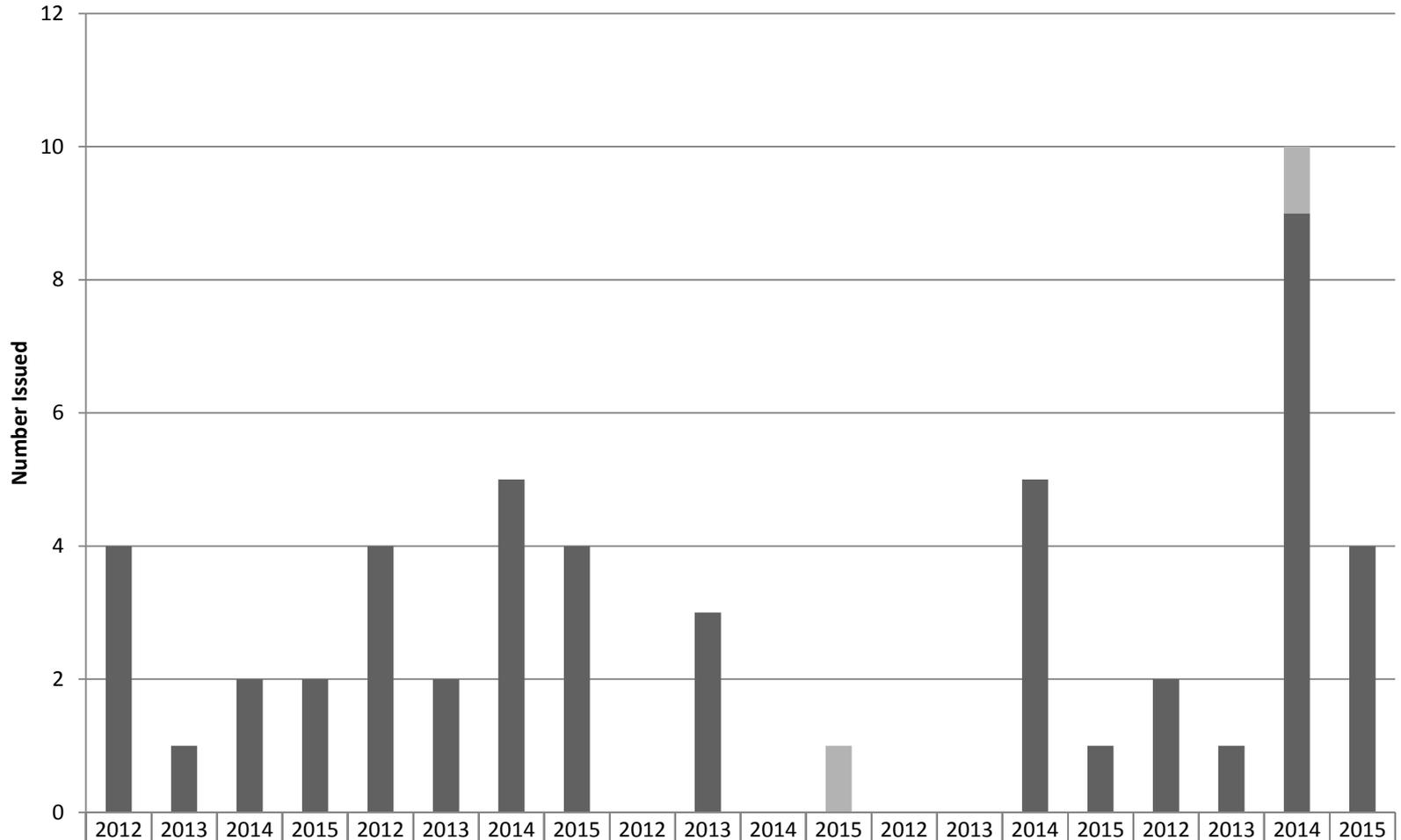
Week Of

# Warnings and Municipal Infractions Issued November



Week Of

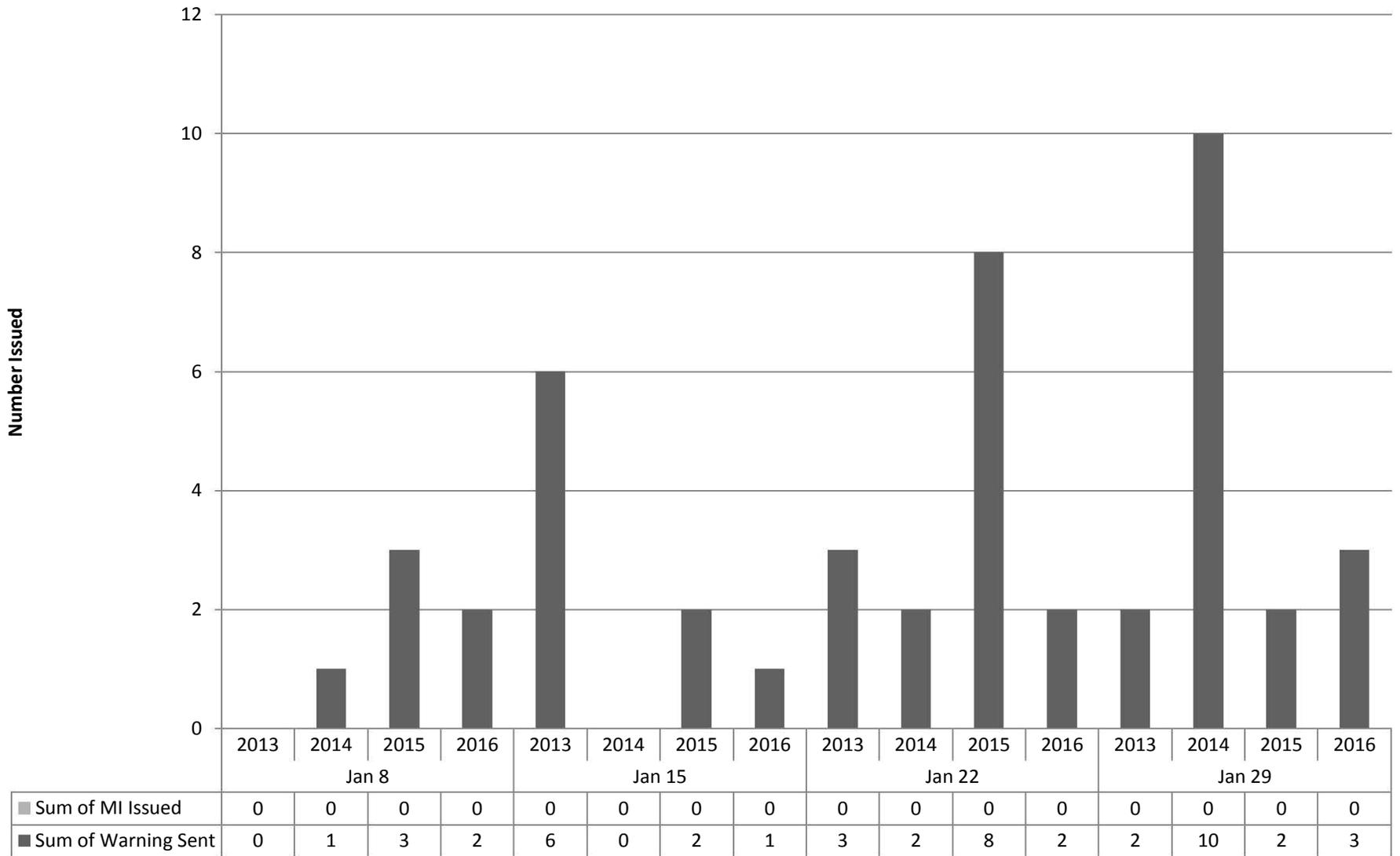
# Warnings and Municipal Infractions Issued December



■ Sum of MI Issued	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0
■ Sum of Warning Sent	4	1	2	2	4	2	5	4	0	3	0	0	0	0	5	1	2	1	9	4	

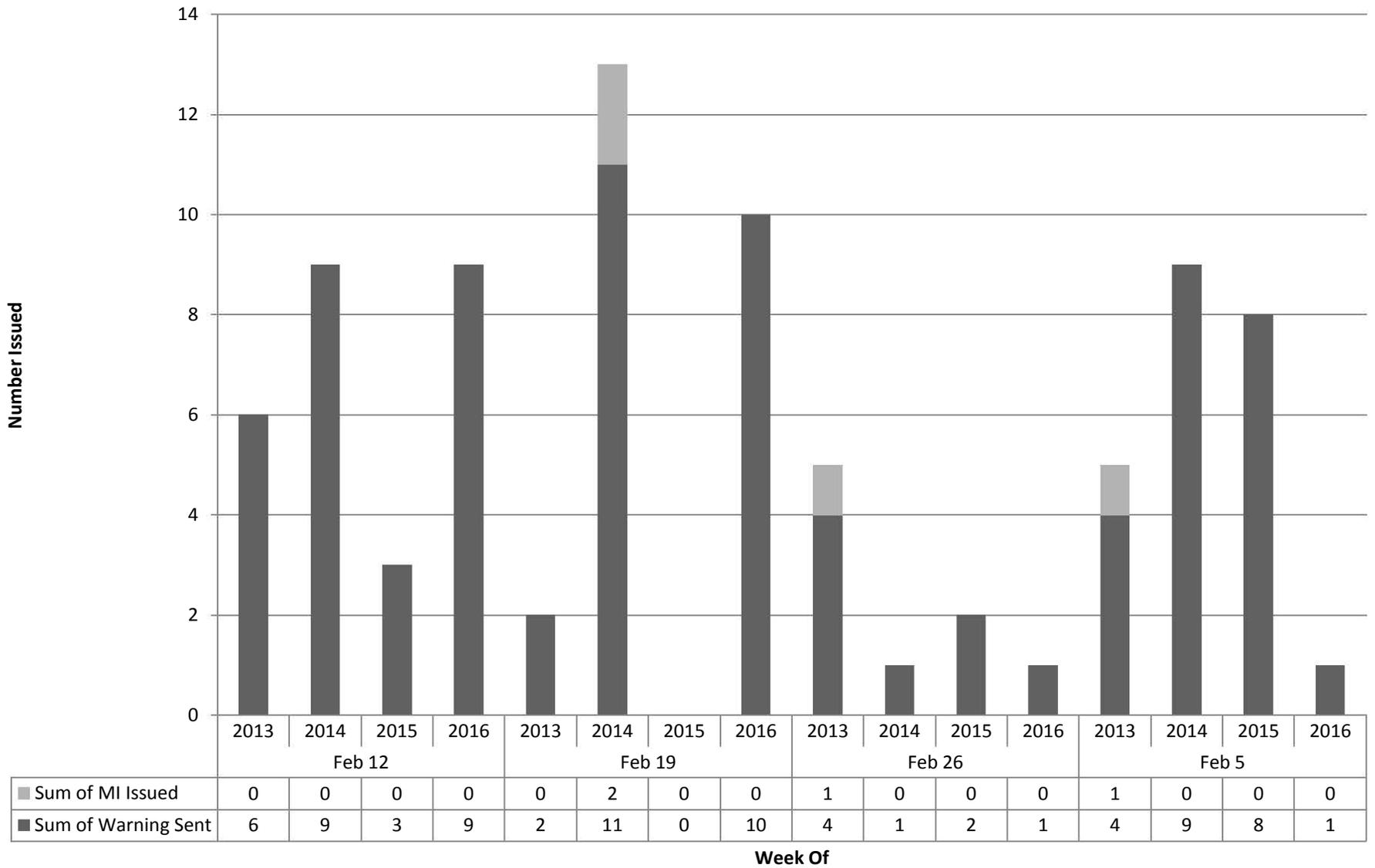
Week Of

# Warnings and Municipal Infractions Issued January

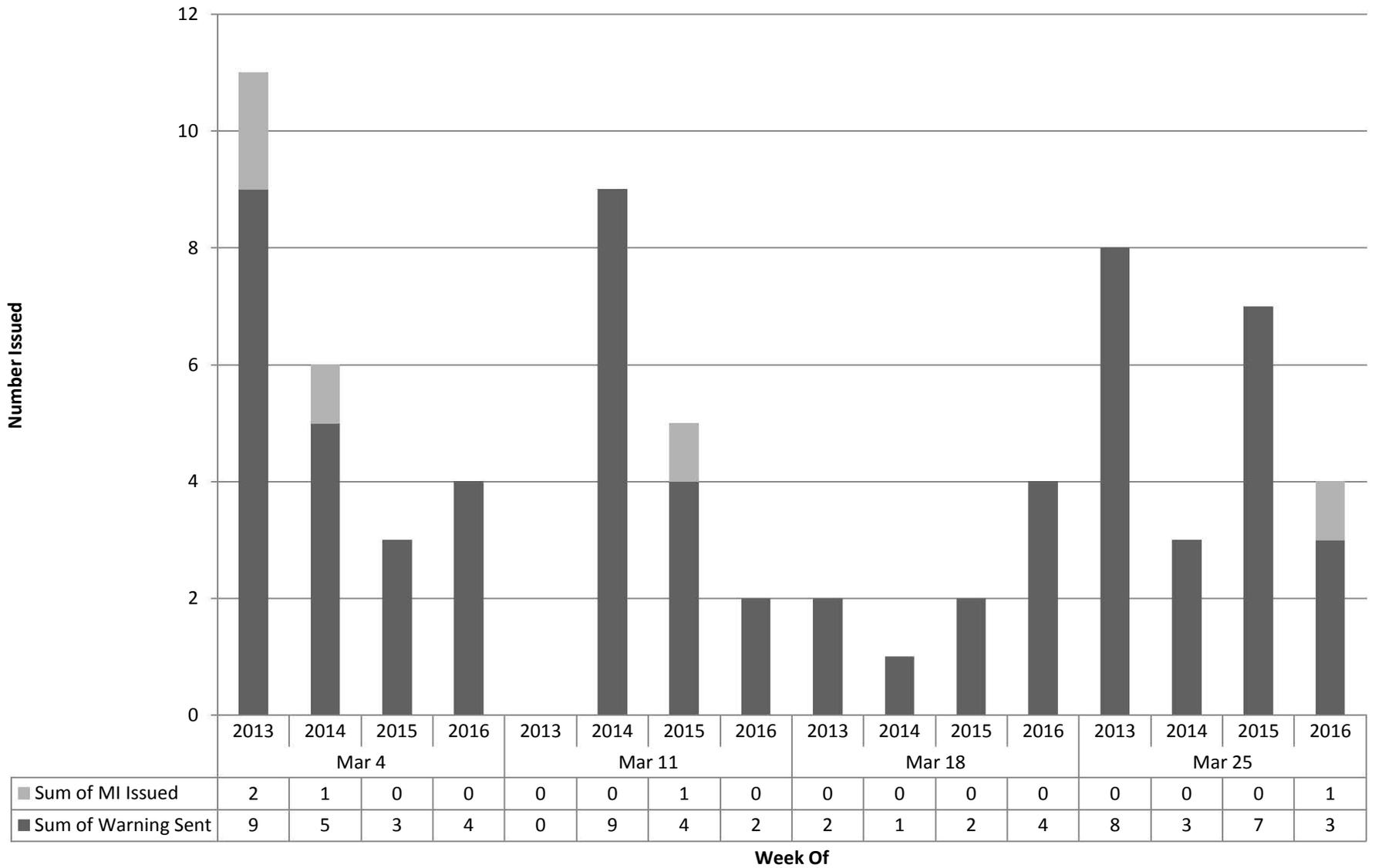


Week Of

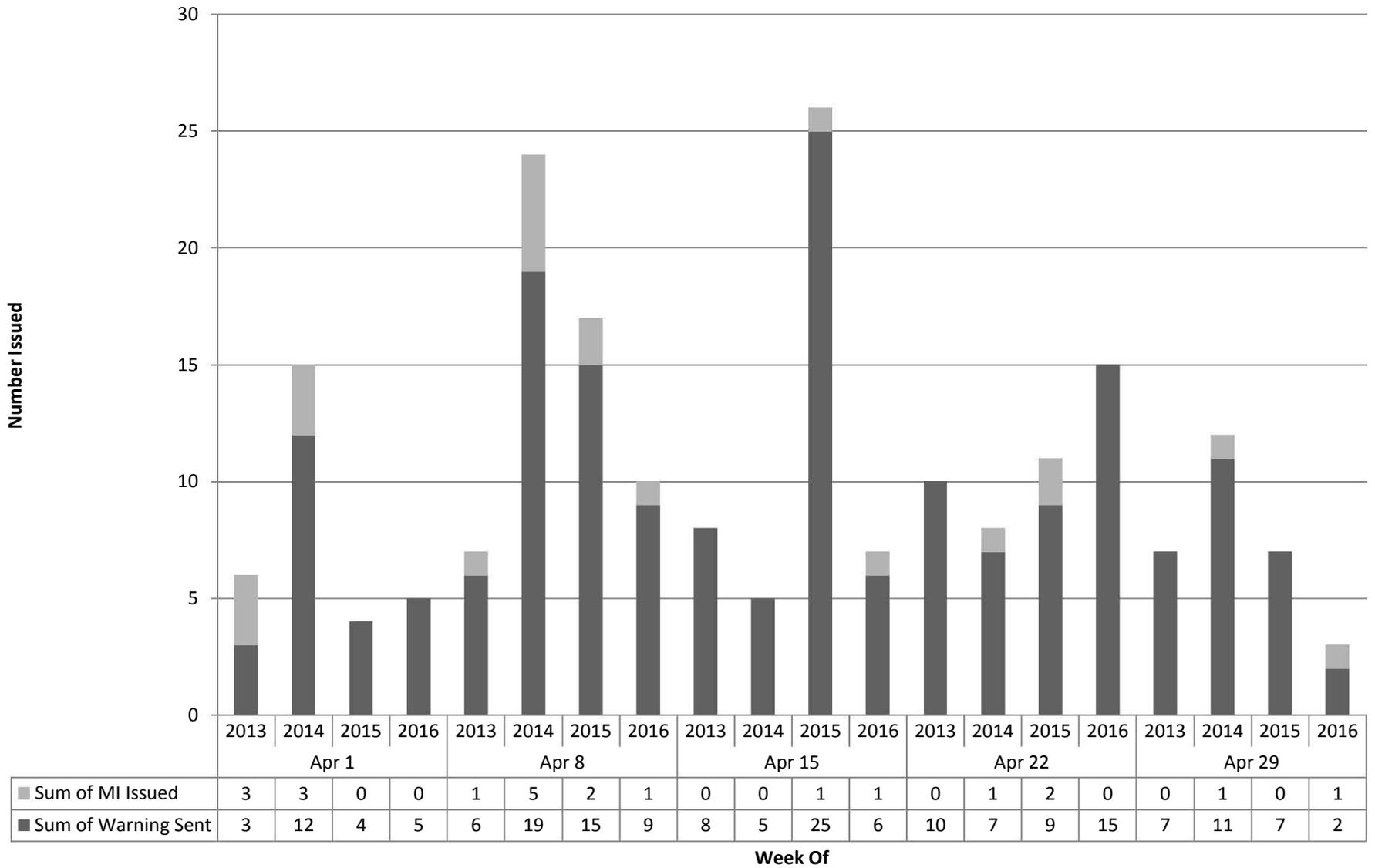
# Warnings and Municipal Infractions Issued February



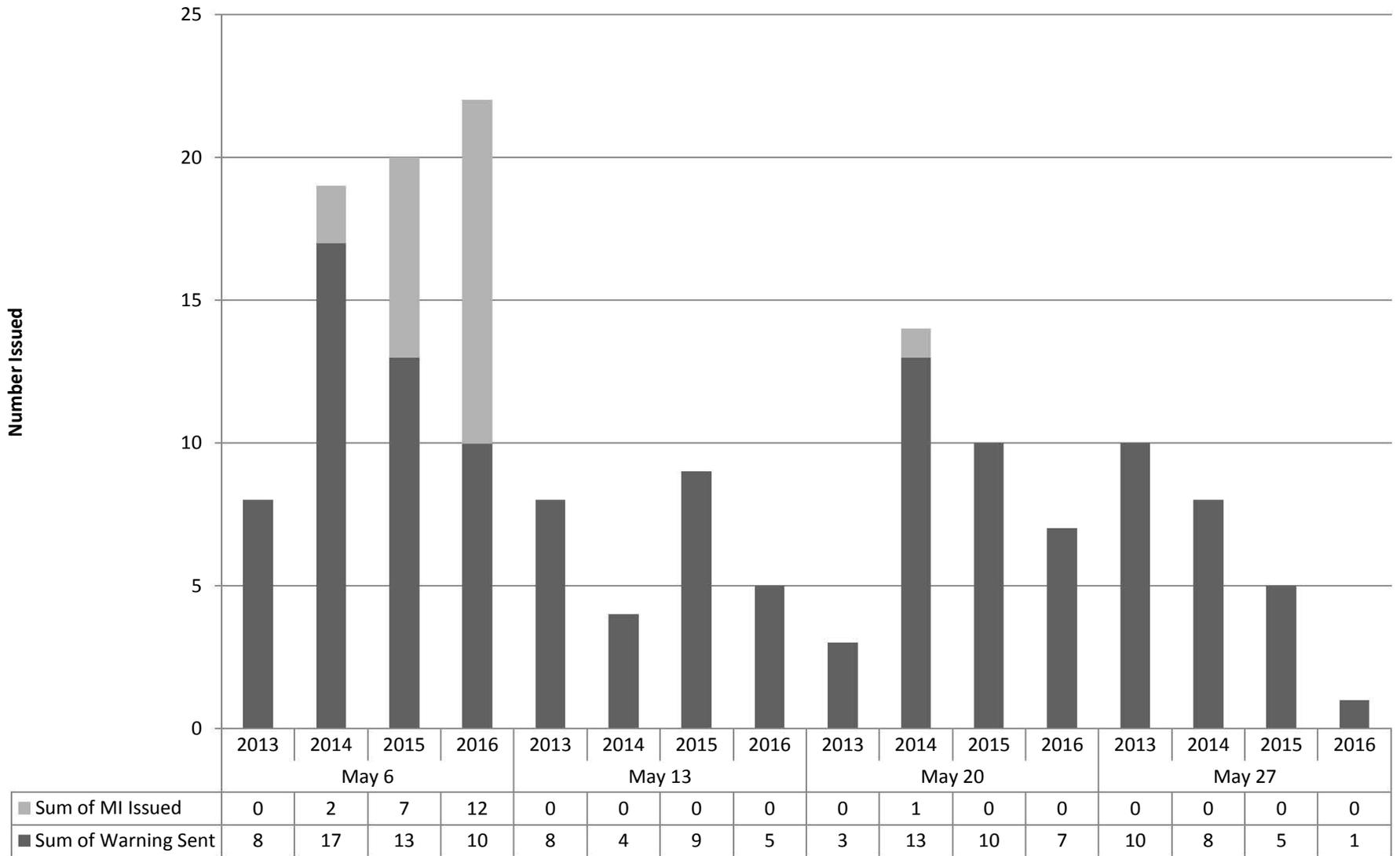
# Warnings and Municipal Infractions Issued March



# Warnings and Municipal Infractions Issued April

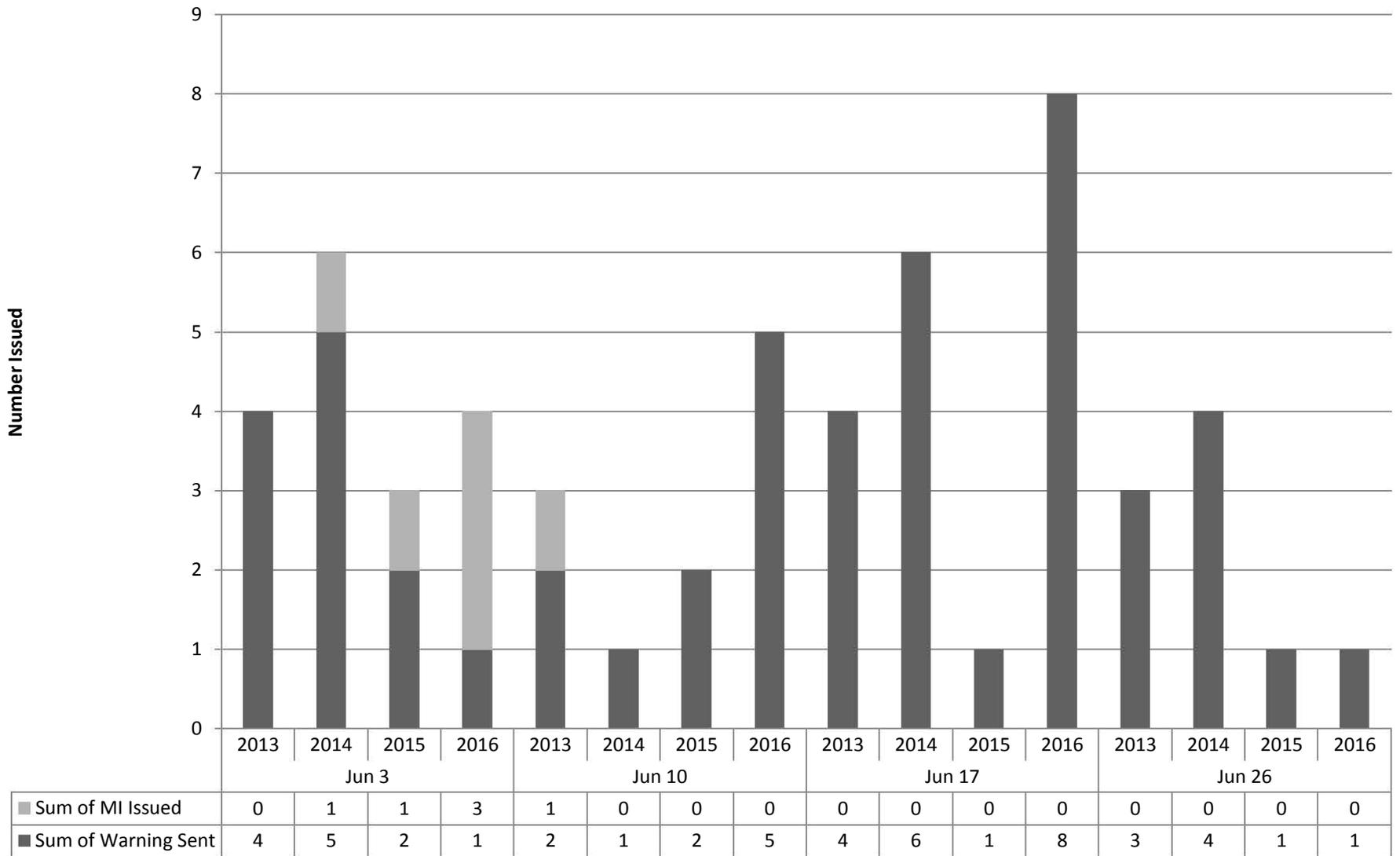


# Warnings and Municipal Infractions Issued May



Week Of

# Warnings and Municipal Infractions Issued June



Week Of

# 2

## Property Use Agreement for MilkBoy & Arthouse

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



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

**Meeting Date:** October 4, 2016

**Presented By:** Suellen Ferguson  
City Attorney and  
R.W. Ryan  
Public Services Director

**Proposed Consent Agenda:** YES

**Originating Department:** City Attorney and Public Services Department

**Issue Before Council:** Approval of a Property Use Agreement for Milkboy & Arthouse William Hanson, Managing Member/Authorized Person, Thomas Joyner, Authorized Person, James Lokoff, Authorized Person, for a new Class B(BLX), Beer, Wine and Liquor License for the use of Milkboy College Park, LLC, t/a MilkBoy & Arthouse, 7416 Baltimore Avenue, College Park, 20740.

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

**Background/Justification:**

The City Attorney and Director of Public Services met with Ms. Linda Carter, Attorney, and her client, Mr. James Lokoff, to discuss a Property Use Agreement (PUA) and a proposed business plan. The City Attorney has drafted a proposed PUA and shared these with Ms. Carter and Mr. Lokoff, who have not yet commented on or agreed to the proposed terms. They have been invited and plan to attend the Work Session on October 4th to discuss the draft PUA with the Council.

The applicant is planning to operate a restaurant and entertainment venue in the newly renovated building at 7416 Baltimore Avenue. They have entered into a joint venture with the UMD Clarice Smith Performing Arts Center, "The Clarice". They have agreed to comply with the Prince George's County Board of License Commissioners (BOLC) requirement to invest at least \$1,000,000 in improvements to qualify for the Class B (BLX) non-competitive license.

Food service will be provided. A menu is attached. Food will be served at all times that alcoholic beverages are served. A food to alcohol ratio of 50/50 is proposed.

Entertainment will be provided. The Clarice is anticipated to book performances 6-9 times a month. MilkBoy will book entertainment at other times. This will require an entertainment permit and security plan approved by PGPD. The security plan is a requirement of the PUA.

Renovations anticipated include a Baltimore Avenue façade which includes two stories of glass garage door style openings. Interior renovations include a bar/restaurant area on the ground floor in front, a restaurant/entertainment area on the ground floor in back, and a large entertainment venue on the second floor.

**Fiscal Impact:**

MilkBoy & Arthouse is anticipated to provide a destination restaurant/entertainment venue downtown .

**Council Options:**

- #1: Approve the draft PUA as proposed, and voice no opposition/support for the issuance of the Class B (BLX) license by the BOLC
- #2: Approve the draft PUA with changes and voice no opposition/support for the issuance of the Class B(BLX) license by the BOLC
- #3: Oppose the liquor license

**Staff Recommendation:**

#1

**Recommended Motion:**

*I move to support the application for a new Class B (BLX), Beer, Wine and Liquor License for the use of Milkboy College Park, LLC, t/a Milkboy & Arthouse, subject to the applicant entering into a Property Use Agreement (PUA) between the City and Milkboy& Arthouse, in substantially the form as attached; authorize the City Manager to sign the PUA and authorize City staff to testify on the Council's position to the BOLC.*

**Attachments:**

1. Draft PUA
2. BOLC Agenda
3. Menu

## PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT (the "Agreement") is made as of the \_\_\_\_\_ day of October, 2016, by and between Milkboy College Park, LLC, t/a Milkboy + Arthouse, and William N. Hanson, Managing Member, Thomas C. Joyner and James W. Lokoff, Authorized Persons (collectively "Licensee"); and the CITY OF COLLEGE PARK, a Maryland municipal corporation (the "City").

### WITNESSETH

WHEREAS, **UMCP Foundation, Inc.7416 LLC is the** owner of the real property located at 7416 Baltimore Avenue, College Park, Maryland 20740 (the "Property"); and

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

WHEREAS, Licensee has applied to the Board of Liquor License Commissioners of Prince George's County for a Class B, BLX, Beer, Wine and Liquor License ("License") for use at the Property, which is to be operated as a restaurant and performance space; and

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

WHEREAS, the City agreed to not oppose/support the Licensee's application for the License, subject to Licensee entering into this Property Use Agreement; and

WHEREAS, in consideration of the covenants contained in this Agreement, the City will not oppose/support the issuance of the License, subject to the terms, conditions and restrictions contained herein.

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

1. Repair and Maintenance of the Property. Licensee shall keep the Property under its control in good order and repair, and free of debris and graffiti.

2. Restrictions. Except with the express written consent of the City, which consent may be withheld in the City's sole and absolute discretion, during the period that Licensee is using or has any interest in the Property, and is using the License, the use of the Property shall be restricted to the operation of a restaurant and performance space to be named Milkboy + Arthouse ("Restaurant") or another substantially similar operation, which receives not more than fifty percent (50%) of its average daily receipts over any three consecutive monthly periods from the on-sale of alcoholic beverages, and which complies strictly with the restrictions and requirements of the State of Maryland/Prince George's County Class B, BLX, Beer, Wine and Liquor License. The calculation of the percentage of alcoholic beverages sold shall include the full cost of any such beverage, and not just the alcohol contained in the beverage. Licensee will provide the City, by January 25 of each year, with summaries of each month's receipts for the sales of

alcoholic beverages and food for the preceding calendar year, and, at any time, such information in such form as the City may reasonably require to permit the verification of sales required in this paragraph 2 of this Agreement. Such information need not be prepared by an accountant or auditor, but must be accompanied by a general affidavit signed by the Licensee affirming the accuracy of the information provided. Licensee may be required by the City to provide information to permit verification of the sales ratios required in this paragraph, including daily register receipts and the identity of, and invoices from, its alcohol and food suppliers. Any such information provided by Licensee that is claimed to be confidential shall be so marked by Licensee and the City will treat such record as confidential as allowed by law.

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

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

5. Operations. Licensee shall maintain and operate the Restaurant in a manner that all seats are available for dining, and no area is

designated solely for the consumption of alcoholic beverages. Alcoholic beverages shall not be sold or served prior to 11:00 a.m. or after 2:00 a.m., Sunday through Saturday, or after 3:00 a.m. on Friday and Saturday when live entertainment is present, with the exception that alcoholic beverages may be sold during full service brunch on Saturday, Sunday and holidays as otherwise allowed by law. Happy hour or like events shall be limited to 3:00 p.m. to 7:00 p.m. Food from a regular menu must be served at all times that the premises are open for business. At all times, at least 80% of the items listed on the regular menu shall be available for customers to order. The proposed menu provided by Licensee for the Restaurant is attached as Exhibit A. Live music is allowed only inside the Restaurant. Licensee shall ensure music levels that allow patron conversation in a normal tone of voice, and prohibit disruptive or rowdy behavior that disturbs the peaceful enjoyment of the facility by Licensee's patrons and other persons visiting the facility. Nothing in this Agreement shall modify the noise levels allowed by law in the City.

Alcoholic beverages shall be served only to diners sitting at tables or counters inside the restaurant facility, and to patrons standing waiting for a table. The parties recognize that, during private parties, not all patrons may be seated, but that food will be served. The minimum price for on-sale alcoholic beverages, including 16 oz. beers, shall be \$2.00. Licensee will not sell beer in pitchers. Licensee will maintain all dining areas, including tables and chairs, inside the facility. Licensee shall ensure that the interior of the restaurant, including service areas, remain clean and graffiti free. The interior and exterior of the Property shall

be rodent free. Licensee shall not allow grease, dirt, trash or graffiti to accumulate on any portion of the exterior of the Property that Licensee controls. Licensee agrees to fully comply with all applicable laws, including without limitation Subtitle 12, "Health", of the Prince George's County Code, and the Code of the City of College Park. Licensee shall not engage in window advertising of the sale of beer or wine, nor off-premises leafleting of cars or on public right of way promoting the sale of beer or wine. All off-premises advertising of specials, happy hours or reduced prices for beer or wine to be consumed on the Premises shall be limited to promotions coupling the sale or service of food with the sale of alcoholic beverages. Licensee shall use a scanner system, as allowed by law, designed to recognize false identification prior to making alcoholic beverage sales. The scanner shall be used for all persons who appear to be under the age of thirty five (35) years. Licensee will not accept State of Maryland vertical type licenses as proof of age.

Licensee expects to provide live entertainment on a frequent basis at the Property. Cover and door charges may be charged by Licensee. The payment of a cover or door charge shall not reduce the normal price charged by Licensee for alcoholic beverages. Licensee shall not rent to, or otherwise allow the use of the facilities by, individuals or businesses involved in promoting or making a business or profit from producing musical, band or disc jockey events. Licensee shall not provide tables, such as a beer pong table, whose purpose is for use in drinking games. Licensee shall not sponsor or support drinking games within the Property.

6. Enforcement. The City shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed upon the Property and/or Licensee pursuant to the provisions of this Agreement. The parties agree that if Licensee should breach the terms of the Agreement, the City would not have an adequate remedy at law and would be entitled to bring an action in equity for specific performance of the terms of this Agreement. In the event of a violation of paragraph 2 of this Agreement, Licensee shall have sixty (60) days from the date of notification of the violation to adjust his operations and achieve compliance, as measured during the sixty (60) day period, with the requirements of paragraph 2 of this Agreement. In the event the City is required to enforce this Agreement and Licensee is determined to have violated any provision of this Agreement, Licensee will reimburse the City for all costs of the proceeding including reasonable attorney's fees. Should Licensee prevail in any action brought by the City to enforce a provision of this Agreement, the City shall reimburse Licensee for all costs of the proceeding including reasonable attorney's fees.

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

8. Assignment of License. Licensee agrees that it shall not sell, transfer, or otherwise assign its rights under the License to any entity or individual

for use or operation within the City without the express prior written consent of the City, which consent will not be unreasonably withheld.

9. Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the respective affiliates, transferees, successors and assigns of the parties hereto. The parties agree that Licensee shall have the right to assign their rights herein to an entity of their choosing, the majority of which is owned by Licensee.

10. Scope and Duration of Restrictions. The restrictions, conditions and covenants imposed by this Agreement shall be valid only so long as Licensee maintains a License at the Restaurant, or some other substantially similar casual dining restaurant.

11. Security. Pursuant to §26-1103 of the Alcoholic Beverages Annotated Code of Maryland, Licensee will be required to obtain a License for special entertainment or to obtain an exemption. Prior to seeking a License for special entertainment or an exemption, Licensee agrees that it shall first present to the City its plans for entertainment as well as for any required security. For any activities authorized by such a license or exemption, the Licensee shall have and maintain a Security Plan to prevent the Property and any such activities from posing a threat to the peace and safety of the surrounding area. The Security Plan shall, at minimum, comply with the requirements of the Board of License Commissioners. Any required Security Plan for the Licensee is subject to review and revision annually or upon request by Prince George's County Police, the University of Maryland Police or the City of College Park. To the extent allowed by

law, the City agrees to treat as proprietary and confidential any written security plans received from Licensee as part of the review process.

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

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

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

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

(i) If to Licensee:

\* \* \* \*

7416 Baltimore Avenue  
College Park, MD 20740

With copy to:

Linda Carter, Esq.  
Meyers, Rodbell + Rosenbaum, P.A.  
6801 Kenilworth Ave., Ste 400  
Riverdale Park, MD 20737

If to the City:

Scott Somers  
City Manager  
City of College Park

4500 Knox Road  
College Park, Maryland 20740

with copy to:

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

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

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

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

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

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

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

WITNESS/ATTEST

Milkboy College Park, LLC,

\_\_\_\_\_

William N. Hanson, Managing Member and  
Authorized Person

\_\_\_\_\_

Thomas C. Joyner, Authorized Person

\_\_\_\_\_

James W. Lokoff, Authorized Person

WITNESS/ATTEST

CITY OF COLLEGE PARK

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

By: \_\_\_\_\_  
Scott Somers, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Suellen M. Ferguson, City Attorney

**October 25, 2016**

NOTICE IS HEREBY GIVEN: that applications have been made with the Board of License Commissioners for Prince George's County, Maryland for the following alcoholic beverage licenses in accordance with the provisions of Article 2B.

**TRANSFER**

Srinija Chinchode, Member, Thomas Seering, Member for a Class A, Beer, Wine and Liquor License for the use of 7 Summers Liquors, LLC, **t/a 7 Summers Liquors**, 18811 Central Avenue, Upper Marlboro, 20772 transfer from t/a 7 Summers, Rebecca Poole, Owner.

Atty: Calvert Stewart, Esquire Opp: \_\_\_\_\_

Judy Lee, President/Secretary/Treasurer, for a Class A, Beer, Wine and Liquor License for the use of Multi-Bil II, Inc., **t/a Cox's Liquors**, 7200 Martin Luther King Highway, Landover, 20785, transfer from Cox's Liquors, Inc., t/a Cox's Liquors, Su Jung, President/Treasurer, Ok Jung, Vice President/Secretary.

Atty: Matthew Gorman, Esquire Opp: \_\_\_\_\_

Martha Moscoso, Managing Member, for a Class D(R), Beer License for the use of El Rodeo Restaurant Bar, LLC, **t/a El Rodeo**, 6258 Kenilworth Avenue, Riverdale, 20737, transfer from El Rodeo Restaurant, LLC, t/a El Rodeo Restaurant, Jesus Perea, Member/Resident Agent.

Atty: Matthew Gorman, Esquire Opp: \_\_\_\_\_

Raj Patel, Member/Manager, for a Class B, Beer, Wine and Liquor License for the use of Triplestone Restaurants, LLC, **t/a B&G Tavern**, 14602 Livingston Road, Accokeek, 20607, transfer from Malomar, Inc., t/a B&G Tavern, Estel Rickett, Secretary/Treasurer, Wayne Warwick, President.

Atty: Robert Kim, Esquire Opp: \_\_\_\_\_

Selvaraj Jayaraman, President/CEO, Resident Agent, for a Class B(BLX), Beer, Wine and Liquor License for the use of Great American Italian Restaurants, LLC, **t/a Mamma Roma**, 15908A Crain Highway, transfer from Mamma Roma at Brandywine, Inc. t/a Mamma Roma, Rino Di-Santillo, President/Secretary

Atty: A. Howard Metro, Esquire Opp: \_\_\_\_\_

### TRANSFER OF LOCATION

Amit Bharat, Member-Manager, for a Class B(R), Beer, Wine and Liquor License for the use of Carrollton Kitchen, LLC, **t/a 8500 Kitchen and Bar**, 8500 Annapolis Road, Unit H, New Carrollton, 20784, transfer of location from S&J Restaurant, Inc., t/a S&J Restaurant, Zigrida Schmidlin, President/Secretary/Treasurer, 6108 Rhode Island Avenue, Riverdale, 20737

Atty: Robert Kim, Esquire Opp: \_\_\_\_\_

Andy Kim, Managing Member, for a Class D(R), Beer License for the use of AK Beverages, LLC, **t/a Lucky Beer**, 6875 New Hampshire Avenue, Unit 5, Takoma, Park, 20912, transfer of location from China Dragon, Inc., China Dragon Restaurant, Yun Chen, President/Secretary/Treasurer, Bing Chen, Vice President, 7527 Landover Road, Landover, 20785.

Atty: Matthew Gorman, Esquire Opp: \_\_\_\_\_

### NEW

William Hanson, Managing Member/Authorized Person, Thomas Joyner, Authorized Person, James Lokoff, Authorized Person, for a new Class B(BLX), Beer, Wine and Liquor License for the use of Milkboy College Park, LLC, **t/a MilkBoy & Arthouse**, 7416 Baltimore Avenue, College Park, 20740.

Atty: Linda Carter, Esquire Opp: \_\_\_\_\_

James Reyes, Member/Authorized Person, Andrew Masi, Authorized Person, for a new Class B(ECL), Beer, Wine and Liquor License for the use of Clique Center Bar, DC, LLC, **t/a Blossom Cocktail Lounge**, 101 National Avenue, National Harbor, 20745.

Atty: Linda Carter, Esquire Opp: \_\_\_\_\_

James Reyes, Member/Authorized Person, Andrew Masi, Authorized Person, for a new Class B(ECL), Beer, Wine and Liquor License for the use of Clique Center Bar, DC, LLC, **t/a Felt Bar & Lounge**, 101 National Avenue, National Harbor, 20745.

Atty: Linda Carter, Esquire Opp: \_\_\_\_\_

Jonathan Vandegrift, Authorized Person, for a new Class B(ECL), Beer, Wine and Liquor License for the use of Shake Shack Maryland, LLC, **t/a Shake Shack**, 101 National Avenue, #16, National Harbor, 20745

Atty: Linda Carter, Esquire Opp: \_\_\_\_\_

Yue Lin, President, for a new Class B, Beer, Wine and Liquor License for the use of Blow Fish House, Inc., **t/a Blow Fish Restaurant**, 11436 Cherry Hill Road, Beltsville, 20705.

Atty: \_\_\_\_\_ Opp: \_\_\_\_\_

Mirna Alvarado, Owner, for a new Class B, Beer, Wine and Liquor License for the use of Alvarados R. Kitchen, LLC, **t/a Comedor y Pupuseria San Alejo**, 1819 East West Highway, Hyattsville, 20783.

Atty: \_\_\_\_\_ Opp: \_\_\_\_\_

Patrick Davis, President, for a new Class B, Beer, Wine and Liquor License for the use of Myecab, LLC, **t/a ExclusiveBlu**, 354 Main Street, Laurel, 20707.

Atty: \_\_\_\_\_ Opp: \_\_\_\_\_

A hearing will be held at 9200 Basil Court, Room 410, Largo, Maryland 20774, 10:00 a.m., Tuesday, October 25, 2016. Additional information may be obtained by contacting the Board's Office at 301-583-9980.

### **BOARD OF LICENSE COMMISSIONERS**

Attest:  
Kelly E. Markomanolakis  
Administrative Assistant  
September 14, 2016

**CLASSES OF LICENSES:**

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

**DESCRIPTION OF CLASS OF LICENSES AND HOURS OF SALES**

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

Class B(R), Beer, Wine & Liquor

**THIS DESCRIPTION APPLIES TO LICENSES ISSUED PRIOR TO OCTOBER 1996** - For Class B, Beer, Wine and Liquor licenses issued prior to October 1996 the hours of on sale consumption are 6:00 a.m. to 2:00 a.m. except on Friday and Saturday with approved live entertainment. Premises with approved live entertainment may remain open until 3:00 a.m. This license includes seven (7) days On & Off Sale Beer and Light Wine, six (6) days On & Off Sale Beer, Wine and Liquor. All off sales to be conducted over or contiguous to the main bar. Hours of service for off sale over the main bar are 6:00 a.m. until 12:00 midnight. Special Sunday Sale Permit required for On Sale consumption of Liquor. (\*See Rule No. 66)

Class B+, Beer, Wine & Liquors

Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. except on Friday and Saturday with approved live entertainment. Premises with approved live entertainment may remain open until 3:00 a.m. This license includes seven (7) days On & Off Sale Beer and Light Wine, six (6) days On & Off Sale Beer, Wine and Liquor. (Separate off sale facility to sell beer, wine and liquor off sale). Hours of service for off sale over the main bar are 6:00 a.m. until 12:00 midnight. No off sale of Liquor on Sunday. Special Sunday Sale Permit required for On Sale consumption of Liquor. (\*See Rule No. 66)

Class B, BH

Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. except Friday and Saturday with live entertainment. Premises with approved live entertainment may remain open until 3:00 a.m.. On sale consumption of alcoholic beverage is allowed from 8:00 a.m. – 2:00 a.m. on Sunday. This license has no off sale privileges.

Class B, BLX

Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. except Friday and Saturday with live entertainment. Premises with approved live entertainment may remain 3:00 a.m. Six (6) day On Sale consumption of Beer, Wine and Liquor and seven (7) days On Sale Beer and Wine, No off Sale privilege at all, Sunday Sales Permit required to serve alcoholic beverages. Food must be served until 12:30 a.m. in conjunction with sale of alcoholic beverages

Class B, Country Inn

Hours of operation and manner of dispensing alcoholic beverages to be determined by the Board of License Commissioners consistent with Article 2B Section 6-201. All sales to be On Sale only.

Class B-DD

This license is available in Designated Areas Only. The restaurant must provide bi-annual certifications that the sale of food exceeds the sales of alcoholic beverages.

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

Class C Beer,  
Beer and Wine

Hours of on sale consumption are 6:00 a.m. to 2:00 a.m. seven-(7) days On Sale consumption only.

Class C, Beer, Wine &  
Liquor  
Fraternal  
Veterans  
Yacht Club  
Country Club  
Golf & Country Club

Hours of on sale consumption are 6:00 a.m. to 2:00 a.m., seven (7) days On Sale on consumption limited to members and their guests except in the case of a Country Club - the word customer is used

Class D, Beer  
Beer and Wine

Licenses issued pursuant to Rule and Regulation Number 22 the hours of on sale consumption are 6:00 a.m. to 2:00 a.m. with no food requirements. This is a seven-(7) day On Sale only License.

Class D(R), Beer  
Beer and Wine

**THIS DESCRIPTION APPLIES TO LICENSES ISSUED PRIOR TO OCTOBER 1996** - Hours of on sale consumption are 6:00 a.m. to 2:00 a.m.; that hours for off sale service is 6:00 a.m. - 12:00 midnight with no food requirements. Licenses issued prior to October 1996 may sell beer and wine On and Off Sale seven (7) days a week.

# MilkBoy + ArtHouse

# Dinner Menu

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## Starters

Cheese Curds  
Wisconsin Cheddar Curds, Lager Battered, Smoked Tomato Sauce

Wings  
Choice of: Buffalo, Dry, Green Devil  
Blue Cheese, Celery

Basket of Fries  
House cut Idaho Potatoes

Nachos  
Jack Cheese, refried beans, chili de arbol, pickled red onion, sour cream  
Additions: Braised Chicken Thighs, Confit Pork Belly, Chili, Flat Iron Steak, Andouille

Chips and Salsa  
Corn Tortilla Chips, Pico de gallo

South Philly Pretzels  
House Dill Mustard

Corn Dogs  
Cheddar Jalapeño Bratwurst, Honey Dijon Mustard

Bacon Bowl  
Applewood Smoked Bacon, Ancho Honey Glaze, Buttermilk Ranch

Roast Zucchini Hummus  
Pickled Purple Cauliflower, Basil Oil, Grilled Pita

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**Soups & Salads**

Corn & Crab Chowder  
Benton's Bacon, Jumbo Lump Crab, Quinoa, Zucchini, Yellow Squash, Cilantro

Chili  
Corn Bread, Red Onion, Chipotle Cheddar Crisps, Sour Cream

Chicken & Dumplings  
Celery, Smoked Carrots, Braised Chicken Thighs, Crispy Leeks

Lettuce Salad  
Red Oak Leaf, Kale, Green Gems, Maple Thyme Vin, Roasted Butternut Squash, Candied Pecans

Grain Salad  
Farro, Cous Cous, Arugula, Baby Golden and Red Beets, Caraway Crumble, Feta, Blood Orange Vin

*Salad Additions: Grilled Chicken Breast, Gulf Shrimp, Flat Iron Steak*

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**Smaller Stuff**

Mac & Cheese  
Capatelli Pasta, Gruyere Cheese Sauce, Asparagus, Cauliflower, Garlic Breadcrumbs

Korean BBQ Tacos  
Hangar Steak, Kimchi, Sesame Mayo, Scallions, Soy Glaze

Pork Belly Toast  
San Francisco Sourdough, Confit Pork Belly, Beer Cheese Fondue, Chili Mayo, Pickled Red onions

Garden Paella  
Carrot Juice, Ginger Glazed Peas, Pickled Fennel, Roasted Turnips, Pea Tendrils

Belgian Mussels  
Mussels, Saison, Fingerling Potatoes, Leeks, Bacon, Lovage

Duck Flatbread  
Confit Duck Legs, Blue Cheese Puree, Frisee, Cherries, Toasted Hazelnuts

---

### Sandwiches

#### Philly Cheesesteak

Shaved Ribeye, Caramelized Onions, Beer Cheese "Whiz", Chives

#### Chicken Cheesesteak

Guajillo Chicken Breast, Provolone Cheese Sauce, Caramelized Onions Aioli, Charred Pickled Long Hots

#### Cubano

Mojo Pork, Smoked Ham, House Mustard, Bread & Butter Pickles, Gruyere

#### Turkey Sandwich

Bourbon Honey Roasted Turkey Breast, Lemon Thyme Aioli, Anjou Pears, Cherry Pepper Relish, Baby Greens

#### Roasted Mushroom and Seitan

Cremini Mushroom, Seitan, Smoked Gouda, Cheese, Thyme Cream Cheese, Mushroom Jus

#### Sausage Peppers, and Onions Panini

Local Sausage, Roast Piquillo Pepper Puree, Caramelized Onions, Pepper Jack Cheese, Pickled Fennel

#### Fried Shrimp Po'Boy

Buffalo Aioli, Andouille, Green Tomato Chow Chow, Shredded Lettuce, Avocado

#### Cheeseburger

Brisket Blend Patty, Caramelized Onions, Ketchup, Mayo, Lettuce, Tomato, Red Onion

#### Hangover Burger

Brisket Blend Patty, Fried Egg, Smoked Bacon, Pickled Peppers, Cheddar, Chili Mayo

*All Sandwiches are served with a Side of French Fries*

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### Entrees

#### Short Rib

Apple Cider Braised Short Rib, Chestnut Puree, Brussels Sprouts, Celery Root, Horseradish

#### Fish & Chips

Atlantic Cod, Stout Beer Batter, Malt Lemon Aioli, French Fries

#### Organic Chicken

Half a Chicken, Fingerling Potatoes, Roasted Mushroom, Roast Chicken Jus

#### Pork

Bone in Pork Chops, Mustard Greens, Black Eyes Peas, Hog Jus, Pickled Red Cabbage, Fennel Fronds

#### Steak

Flat Iron Steak, Roasted Beet Puree, Sunny Side Up Egg, Roasted Pearl Onions, Red Eye Jus

Scallops

Bourbon Glaze Sea Scallops, Smoked Gouda Grits, Hominy, Roasted Poblano, Guanciale, Ancho

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Desserts

Funnel Cake Ice Cream Sandwiches

House Churned Coffee Ice Cream, Carmel Syrup, Condensed Milk

Seasonal Cobbler

Cranberry, Candied Orange Zest, Canella Whipped Cream, Toasted Almonds

Peaches and Cream

Roasted Peaches, Mascarpone, Honey Bourbon Reduction, Crystallized Ginger, Mint

# 3

Presentation from the College  
Park Tennis Club and request  
for support from the City

# 4

## Report on Hollywood Road extended feasibility study



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

**Prepared By:** Terry Schum, Planning Director

**Meeting Date:** October 4, 2016

**Presented By:** Terry Schum

**Proposed Consent Agenda:** No

**Originating Department:** Department of Planning, Community and Economic Development

**Issue Before Council:** Review of the report prepared by VIKA Maryland, LLC on the feasibility of extending Hollywood Road from its intersection with Baltimore Avenue (Route 1) west to the road in front of the Mazza GrandMarc Apartments.

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

**Background/Justification:** In August 2015, the City Council approved a scope of services for the feasibility study to be performed under a contract between VIKA and PPC/CHP Maryland Limited Partnership (owner of Mazza GrandMarc). The scope included survey work, assessment of alignment options, site layout and grading plans and preliminary cost estimates. It also included two community stakeholder meetings to review possible alignments and to present the final report.

The report was submitted on September 28 and a stakeholder meeting was held on September 29 to present the results of the report. Four alignments were initially studied but only one alignment was deemed feasible by the State Highway Administration (SHA). This alignment (Option 3) became the focus of the report but has the most significant impact on the Shin property and businesses that reside on that property. The preliminary construction cost estimate is approximately \$625,000 but excludes land acquisition, demolition and reconstruction.

Mazza GrandMarc is seeking release of any funds remaining in the \$500,000 escrow account set up for this project if the City does not pursue construction of the road. Mazza GrandMarc has no plans at this time to pursue commercial development on their remaining property or to seek construction of the road. While the property to the north of the proposed road is for sale, the majority of the impact is on the Shin property which is not currently on the market. Typically, new roads are the responsibility of the developer as new development occurs.

Access to Mazza Grandmarc apartments was enhanced with the installation of the traffic signal at Baltimore Avenue and Hollywood Road which was a condition of development. Access is restricted to right-in, right-out and left-in only, however left turns from the site are not adequately restricted and are routinely made.

Given the current circumstances, City staff does not recommend pursuing construction of the road extension given the lack of need for this facility at this time.

**Fiscal Impact:** After payment for the feasibility study, there will be approximately \$450,000 remaining in the escrow account. The City has not budgeted any additional funding for the road.

**Council Options:**

1. Approve release of funds remaining in the escrow account after adjustments are made to the current driveway entrance to enhance safety and do not pursue further road or design construction
2. Approve release of funds with no strings attached.
3. Pursue further design (100% drawings) of the proposed road using escrow funds.
4. Pursue design and construction of the proposed road with escrow funds and seek additional funding for the project.

**Staff Recommendation:**

#1

**Recommended Motion:** *I move to release funds remaining in the escrow account after adjustments are made to the current driveway entrance to enhance safety and do not pursue further road design or construction at this time.*

**Attachments:**

1. Feasibility Report
2. Amended Scope of Work
3. Memo and Attachments dated February 2014



## Hollywood Road Extension

### Feasibility Report

Prepared for:

Mazza Grandmarc Apartments  
City of College Park, Maryland

Prepared by:

VIKA Maryland, LLC

**VIKA Maryland, LLC**

20251 Century Boulevard, Suite 400  Germantown, Maryland 20874  301.916.4100 Fax 301.916.2262  
Tysons, VA  Germantown, MD  Washington, DC

[www.vika.com](http://www.vika.com)

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## Introduction

Based on our various presentations to the City of College Park for the potential extension of the Hollywood Road between Baltimore Avenue (US Route 1 ) and Autoville Drive in front of the Mazza Grandmarc Apartments (Mazza), Mazza has considered four different alignments for this potential extension.

The proposed alignments took into consideration the various existing features, (i.e. existing topography, property lines, existing buildings, retaining walls, underground utilities, signs, traffic signals and utility poles etc.) in developing the different alignments.

While there are two separate property owners (Shin and 9604 College Park, LLC) that are impacted the most by the proposed extension of Hollywood Road, the three alignments were prepared keeping in mind the impacts to the existing properties on either side of the proposed street extension.

### Hollywood Road Alignment Options:

Option 1 - considered the road straddling the common property line, thus have similar impacts on both properties as far as area is concerned. This option was a two lane option with 13' drive lanes in each direction.

Option 2 - was developed to show the alignment in the same orientation as Option 1 but only one way street out to Baltimore Avenue. This option was not acceptable due to the logistics of the customers for the existing businesses did not have a way to enter the property from Baltimore Avenue, as they are used to doing currently. This option had considered a 20' pavement width to accommodate the fire truck.

Option 3 - was developed to show the alignment perpendicular to Baltimore Avenue with two way traffic, with 13' lane width in each direction.

Option 4 - was prepared to have the road mostly on the 9604 College Park, LLC property to minimize the impact on Shin Property and intersect Baltimore Avenue at a 70 degree angle.

Three of the four options are included in this report.

Since the proposed extension is to tie into Baltimore Avenue, we have consulted State highway Administration (SHA) to weigh in on all three viable alignments. Based on their review of these alignments, they have indicated that they will prefer Alignment 3 only and no other alignment as the other alignments do not intersect Baltimore Avenue in a perpendicular configuration. SHA also turned down the option of having the Hollywood Road intersection as an offset configuration as the existing Cherokee Street does few blocks south of this intersection.

Thus, based on SHA's comments, we have prepared a detailed analysis and cost estimate for Option 3 alignment only.

## **Hollywood Road Analysis of Option 3**

### Summary of Layout

This alignment is the only viable alignment as far as SHA is concerned. This alignment includes two-way traffic with 13' travel lanes in each direction and intersects Baltimore Avenue in a perpendicular configuration.

### Pros/Con for Construction

This option is not the most desirable as far as impacts to existing businesses is concerned as this option has a major impact on existing businesses on Shin property. Based on this alignment's street profile (Grade Establishment Plan) all of the existing businesses on the Shin Property will be impacted to an extent that they very likely will not be able to function because all of the existing parking will be taken away and vehicular access to the businesses will not be feasible. In addition to the access concerns, some of the existing buildings are in the footprint of the proposed right-of-way, thus, those will have to be demolished. As part of this evaluation we identified the area of the property that will have to be conveyed for this proposed Right of way from both property owners. Attached exhibits indicate that the Shin property will have to convey 16,549 sf out of the 35,555 sf. The remaining property is split into two parcels on either side of the proposed road. Additionally, the 9604 College Park, LLC property will have to convey approximately 3,656 sf to the proposed Right of way. See attached Dedication exhibits.

This option requires relocating the existing storm drain and sanitary sewer mains from its existing alignment to within the proposed right of way. The configuration of the intersection with Baltimore Avenue requires a dedicated right turn lane in order to avoid relocating the existing traffic signal and Utility pole.

## **Preliminary Construction Cost Estimate for Option 3**

Preliminary studies estimate the costs associated with extension of Hollywood Road at approximately \$625,000. Please note that this estimate is based on published bonds costs from various sources and is not an actual construction cost estimate. Additionally, many of the cost items are beyond VIKA's expertise (demolitions, reconstruction, property value analysis) thus have indicated that those to be provided by others. Thus, the actual cost estimate will be much higher than \$625,000 in our opinion.



**PRELIMINARY COST ESTIMATE - COLLEGE PARK**

PROJECT NAME: Mazza- Hollywood Road Extension      VIKA PROJECT # VM6584N  
 PROJECT ADDRESS: Mazza - Hollywood Road Extension  
 SHEET: 1 OF 1  
 DATED: 9/28/2016  
 REVISED:  
 Priced by: KDU  
 Checked by: JM

Category of Work: College Park Public ROW

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Remove Retaining Walls	1	LS	\$ 2,000.00	\$ 2,000.00
2	Remove Pavement	1,780	SY	\$ 4.00	\$ 6,920.00
3	Remove Sign and Reinstall Sign	1	LS	\$ 100,000.00	\$ 100,000.00
4	Remove Concrete Wheel Stops	2	EA	\$ 250.00	\$ 500.00
5	Remove Concrete	20	SY	\$ 8.00	\$ 160.00
6	Remove 36" RCP Storm Drain Pipe	326	LF	\$ 12.00	\$ 3,912.00
7	Remove Storm Drain Structure	2	EA	\$ 1,250.00	\$ 2,500.00
8	Remove 10" Sewer Pipe	305	LF	\$ 12.00	\$ 3,660.00
9	Remove Sewer Structure	2	EA	\$ 1,250.00	\$ 2,500.00
10	Remove Planter Beds	4	EA	\$ 500.00	\$ 2,000.00
11	Remove Timber Curb	40	LF	\$ 10.00	\$ 400.00
12	18" RCP Pipe (Storm Drain)	3	LF	\$ 88.00	\$ 264.00
13	36" RCP Pipe (Storm Drain)	376	LF	\$ 66.00	\$ 24,816.00
14	'A' Manhole - 60"	2	EA	\$ 3,500.00	\$ 7,000.00
15	'A' Inlet - 60" Dia.	1	EA	\$ 4,000.00	\$ 4,000.00
16	'A' Inlet - 48" Dia.	1	EA	\$ 3,500.00	\$ 3,500.00
17	10" PVC Pipe (Sewer)	346	LF	\$ 49.00	\$ 16,954.00
18	'A' Manholes - WSSC 48" Dia.	3	EA	\$ 3,200.00	\$ 9,600.00
19	Curb and Gutter	915	LF	\$ 15.00	\$ 13,725.00
20	8" GAB	1145	SY	\$ 7.00	\$ 8,015.00
21	8" Asphalt	1145	SY	\$ 17.00	\$ 19,465.00
22	4" Concrete Sidewalk	345	SY	\$ 20.00	\$ 6,900.00
23	Handicap Ramps w/ Detectable Warning Surface	6	EA	\$ 1,500.00	\$ 9,000.00
24	Retaining Wall	1	LS	\$ 5,000.00	\$ 5,000.00
25	Seeding/Sodding	550	SY	\$ 100.00	\$ 55,000.00
26	Roadside Bio	2	EA	\$ 25,000.00	\$ 50,000.00
27	Street Lights	7	EA	\$ 5,000.00	\$ 35,000.00
28	Street Trees (2-5" caliber)	6	EA	\$ 400.00	\$ 2,400.00
29	Engineering Design and Permit (Site Civil)	1	LS	\$ 100,000.00	\$ 100,000.00
30	Demolition (Bldg.)*	1	LS		
31	Relocation of Occupants*	1	LS		
32	Renovation of Existing Building*	1	LS		
33	Property Value *	1	LS		
<b>SUB-TOTAL</b>					<b>\$ 495,191.00</b>
2% Mobilization					\$ 9,903.82
6% General Conditions					\$ 29,711.46
3.25% Insurance, taxes, subcontractor bonds					\$ 16,098.71
15% Design Contingency					\$ 74,278.65
<b>TOTAL</b>					<b>\$ 625,178.64</b>
* THESE COSTS TO BE PROVIDED BY OTHERS					

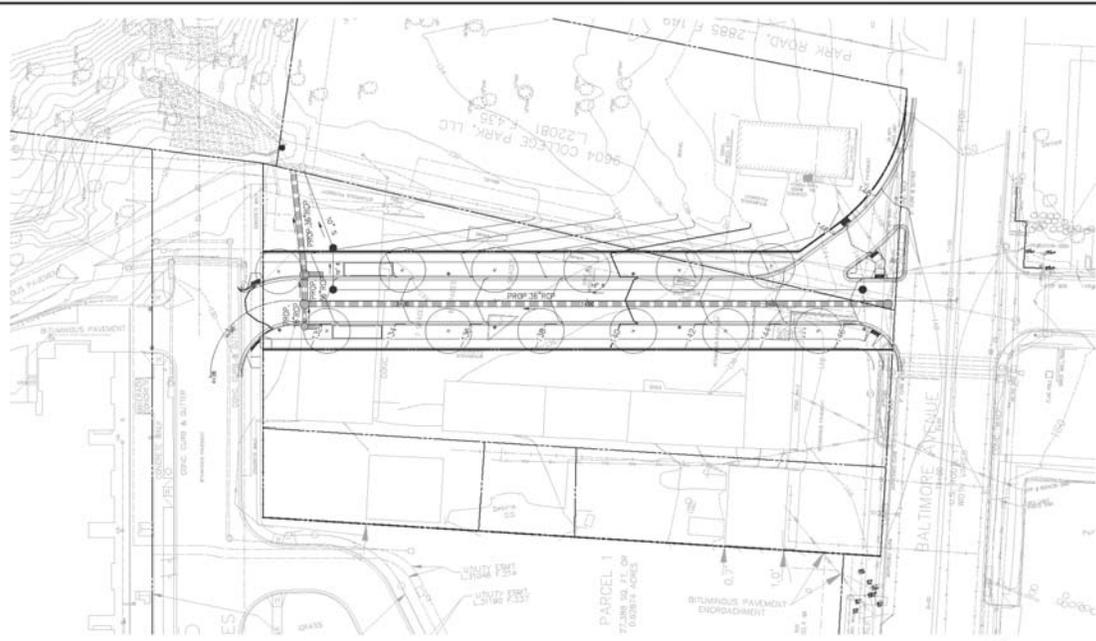
\\md-projects\data\5001-0000\6584\_documents\6584\ENGINEERING\SDP\COST ESTIMATES-BONDS\Preliminary Cost Estimate

VIKA Maryland, LLC

20251 Century Boulevard, Suite 400 • Germantown, Maryland 20874 • 301.910.4100 Fax 301.910.2262

Tyner, VA • Germantown, MD • Washington, DC

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**MAZZA**  
 MAZZA ENGINEERING & ARCHITECTURE, P.C.  
 1000 WASHINGTON BLVD., SUITE 200  
 WASHINGTON, DC 20004  
 (202) 462-1000  
 WWW.MAZZAEA.COM

PROJECT NO. \_\_\_\_\_  
 COMPANY NAME \_\_\_\_\_  
 ADDRESS 1 \_\_\_\_\_  
 ADDRESS 2 \_\_\_\_\_  
 CITY, STATE, ZIP \_\_\_\_\_  
 PROJECT NAME \_\_\_\_\_  
 CONTACT \_\_\_\_\_  
 PHONE \_\_\_\_\_

REVISIONS	DATE

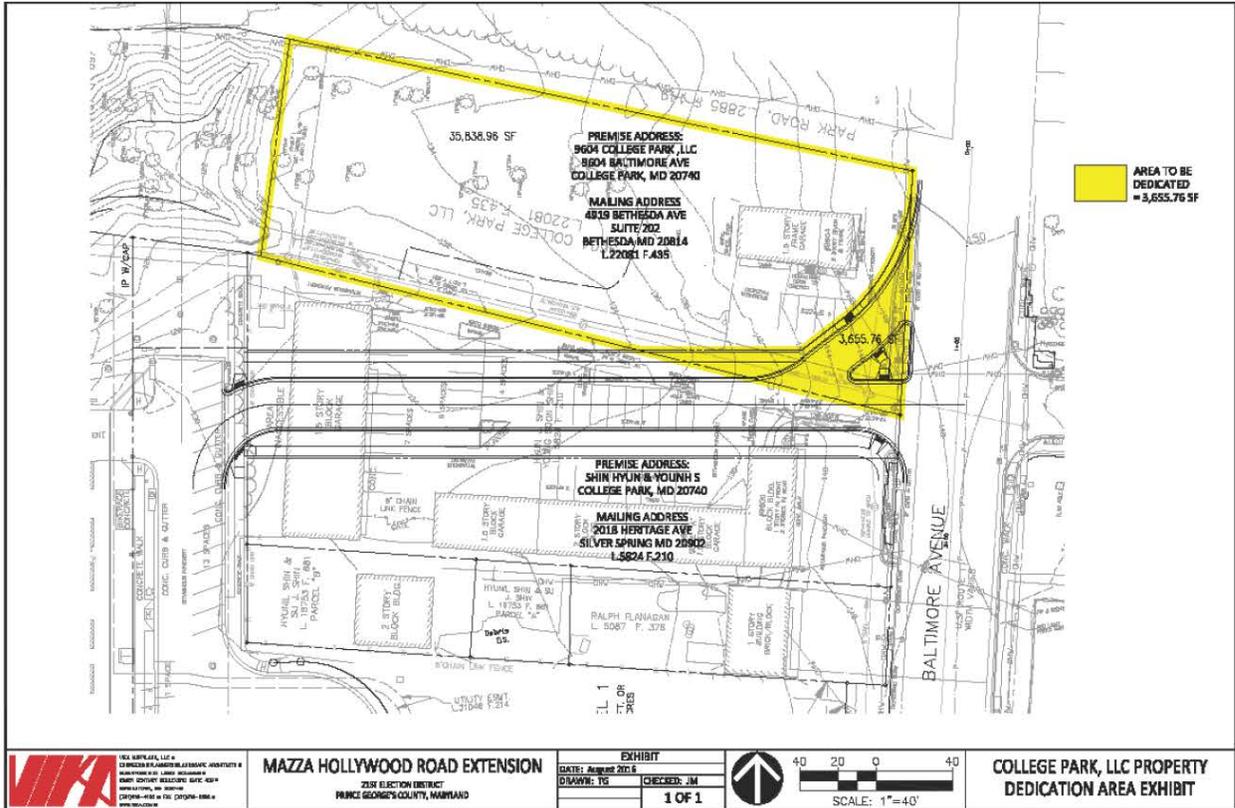


**MAZZA**  
**HOLLYWOOD**  
**ROAD**  
**EXTENSION**  
 EAST ELECTRON DISTRICT  
 PRINCE GEORGES COUNTY,  
 MARYLAND



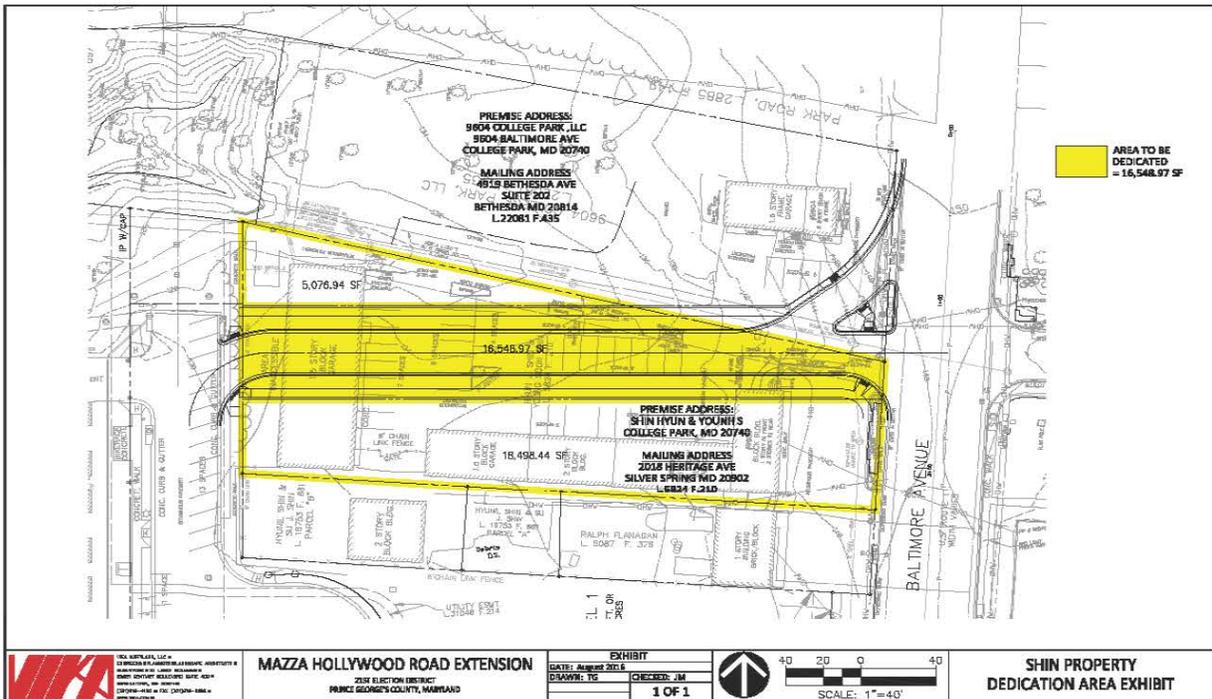
**ALIGNMENT 3**  
**ROAD**  
**IMPROVEMENT**  
**PLAN**

DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 DESIGNED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 COUNTY: \_\_\_\_\_  
 STATE: \_\_\_\_\_  
 PROJECT NO.: \_\_\_\_\_  
 SHEET NO.: \_\_\_\_\_



	<b>MAZZA HOLLYWOOD ROAD EXTENSION</b> 2018 ELECTION DISTRICT PRINCE GEORGE'S COUNTY, MARYLAND	EXHIBIT DATE: August 2016 DRAWN: TS		 SCALE: 1"=40'	<b>COLLEGE PARK, LLC PROPERTY DEDICATION AREA EXHIBIT</b>
		CHECKED: JM <b>1 OF 1</b>			

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	<b>MAZZA HOLLYWOOD ROAD EXTENSION</b> 2018 ELECTION DISTRICT PRINCE GEORGE'S COUNTY, MARYLAND	EXHIBIT DATE: August 2016 DRAWN: TS		 SCALE: 1"=40'	<b>SHIN PROPERTY DEDICATION AREA EXHIBIT</b>
		CHECKED: JM <b>1 OF 1</b>			

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CERTIFIED MOTION

I, Janeen S. Miller, City Clerk of the City of College Park, Maryland, do hereby certify under the penalties of perjury that motion number "15-G-86 Amended", which is shown below, was approved by the College Park City Council at their Regular Council Meeting on August 11, 2015.

15-G-86 AMENDED  
MOTION BY COUNCILMEMBER BRENNAN  
SECONDED BY COUNCILMEMBER WOJAHN

I move that the scope of services submitted by VIKA Maryland, LLC for a feasibility study to extend Hollywood Road west of US Route 1 to the Mazza GrandMarc Apartments be approved subject to the following modifications:

1. Item # 2 under Project Assumptions shall be revised to state that the alternative alignments should be designed to minimize the impact to adjoining properties to the extent possible and that consideration shall be given to a one-way alignment alternative.
2. Item #11 under Project Assumptions shall be revised to clarify that there will be a minimum of two meetings with community stakeholders; one meeting to review the alternative alignments to be studied and one meeting to present the final results of the study.
3. Item # 3 Hollywood Road Site Layout and Grading Plan under Scope of Services shall be revised to include community stakeholders in the discussions with the client and city staff in determining the three alternative alignments to be studied.
4. Item # 9 Project Meetings under Scope of Services shall be revised to add adjoining property owners, community stakeholders and city staff to those already listed.

*Janeen S. Miller*

Janeen S. Miller  
City Clerk

August 13, 2015

SEAL

0111 085501



ENGINEERS ◊ PLANNERS ◊ LANDSCAPE ARCHITECTS ◊ SURVEYORS ◊ 3D LASER SCANNING

*Revised April 8, 2015*  
*Revised March 23, 2015*  
November 18, 2014

***Via: Email and Mail***  
diane.yep@starrcompanies.com

Ms. Diane Yep  
PPC/CHP Maryland Limited Partnership  
c/o Diversified REI Holdings, LLC  
399 Park Avenue  
9th Floor  
New York, NY 10022

**Re: *Mazza - Hollywood Road Extension***  
***Prince George's County, Maryland***  
***VIKA Job #VM6584***  
***VIKA Proposal #G3376 Rev02***

Dear Ms. Yep,

As requested, we are very pleased to submit this revised proposal to provide professional services in conjunction with a proposed extension of Hollywood Road west of the traffic signal at Baltimore Avenue located in College Park, Maryland. We have listed below the various assumptions that we have made in preparing this proposal, which we believe to be valid. In the event that any of these assumptions are proven invalid, it may require some additional services agreements to address those items. We have, however, attempted to include a complete scope of services that we presently anticipate to be required for this project.

**PROJECT ASSUMPTIONS**

1. The client will provide a current title report for abutting properties to the proposed extension of Hollywood Road in determining the easements, deeds and other encumbrances on these properties.
2. This proposal is limited to preliminary design layout and alignment study associated with Hollywood Road extension (2-lanes), with sidewalks and landscaping strips on both sides of the street, between Baltimore Avenue and existing Autoville Drive in front of Mazza Grandmarc property. This scope assumes up to three alternates, and construction cost estimates for each preliminary design alternative will be provided.
3. The existing storm drain culvert analysis will be done to determine the required extension of the existing culvert for the proposed Hollywood Road extension. The MNCPPC topo survey for drainage area map will be paid for by the client.
4. Gas, electric, telephone and cable (dry utilities) relocation plans are not included in this contract and will be provided by another firm. However, we will identify relocation of known existing dry utilities for your consideration.
5. No dam breach or downstream impact studies will be required.
6. Any wetland and environmental studies, if required, will be provided by others.

**VIKA Maryland, LLC**

20251 Century Boulevard, Suite 400 ◊ Germantown, Maryland 20874 ◊ 301.916.4100 Fax 301.916.2262  
Tysons, VA ◊ Germantown, MD ◊ Washington, DC  
[www.vika.com](http://www.vika.com)

0111685501

Ms. Diane Yep  
PPC/CHP Maryland Limited Partnership  
c/o Diversified REI Holdings, LLC  
Re: Mazza - Hollywood Road Extension  
VKA Proposal #G3376 Rev01  
November 18, 2014 – Revised March 23, 2015-Revised April 8, 2015  
Page 2 of 6

7. Historic resource preservation, archeological, architectural, hazardous waste, geotechnical, electrical, mechanical, environmental engineering, traffic studies, utility sweeps, test pitting and/or structural design services are not included in this proposal.
8. While every attempt will be made to accurately show underground utilities, these locations will be based on available information. Prior to construction or grading on/or near the site, it is advised that the contractor(s) verify the location of utilities through test pits and take adequate precautions to avoid disturbance of underground utilities.
9. Certain utility companies and governmental agencies do not make their existing and proposed underground utility records available. VKA, Inc. is not responsible for any conflicts or damage resulting from the discovery of unknown utilities.
10. We have assumed that any required traffic studies and or signalization design revision will be completed by a separate proposal or client's traffic consultant.
11. All meetings with the VKA team, which will include applicable public agencies, a city council presentation and community meeting, will be invoiced on an hourly basis according to our current rate schedule after a discussion and verbal approval on the personnel and presentation materials. We assumed a total of three meetings and have included separate line items for these meetings, and have projected our level of staff and materials required for each meeting. After a discussion with you, we understand a final budget approval for each meeting is required from you.
12. Geotechnical investigation will not be required for this phase of the project. If soils investigation is required, your geotechnical consultant will provide this service. If stakeout of soil borings is required from our staff, an additional fee will be required.
13. It is assumed that any off-site improvement design services, and easement negotiations, that may be required, will be provided by the client.
14. It is assumed that if a Wildlife Management Plan or Invasive Species Management Plan is required, they will be prepared by others.
15. Our fees are based on the design criteria of the public agencies in effect as of the date of this contract. Any new changes to the design criteria or regulations may affect our fee.
16. Any revisions necessitated by a change in the design criteria once a critical milestone has been agreed upon, or by the subjective review comments by the owner or applicable review agencies, will be justification for an additional services agreement.
17. There will be no improvements in US Route 1, other than intersection improvements. At this stage all plans will be submitted to City of College Park for their review and SHA plan preparation and processing is not included in this proposal.
18. This proposal is for feasibility studies only, thus, does not include construction/permit documents preparation and processing for approval from various public agencies.



0111685501

Ms. Diane Yep  
PPC/CHP Maryland Limited Partnership  
c/o Diversified REI Holdings, LLC  
Re: Mazza - Hollywood Road Extension  
VIKA Proposal #G3376 Rev01  
November 18, 2014 – Revised March 23, 2015-Revised April 8, 2015  
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**SCOPE OF SERVICES**

**1. Boundary and Topographic Survey and Benchmarks..... \$8,500**

VIKA Maryland, LLC will prepare a field run Boundary Survey for the site. The Boundary Survey will be prepared and will meet the Minimum Standards of Practice for Land Surveying as established by the Board of Professional Land Surveyors for the State of Maryland, Title 09, Subtitle 13, Chapter 06, Section .03.

Our staff will research existing land records for any available easements, plats or deeds for the subject property as well as the adjacent properties. A horizontal control network will be established. Our staff will recover existing property monumentation and determine the property line locations. Our staff will set any property markers for the subject property that are not recovered.

Under this line item, our staff will also prepare a Topographic Survey that meets the Minimum Standards of Practice for Land Surveying as established by the Board of Professional Land Surveyors for the State of Maryland, Title 09, Subtitle 13, Chapter 06, Section .04, with 2-foot contour intervals for the above referenced site. Our staff will also verify the "as-built" existing site conditions and existing utilities around points of connection and the curb along the existing driveways. A vertical datum will be established utilizing existing survey control monuments, utility as-builts, design drawings or combinations thereof.

Our staff will provide field verification of visible utility features existing at the time of the survey including manholes, valves, meters, cleanouts, etc. with location, rim or top elevation and invert elevation where features area clear, visible and accessible. Pipe size and type of material will be indicated where visible and accessible. This information will be obtained utilizing standard survey techniques and does not include determination of underground utility alignments which are not vertical and horizontal strait lines between two (2) known visible and accessible points such as manholes or inlets.

Under this line item our staff will establish four (4) benchmarks locations to be determined by the project superintendent. Price based on one (1) mobilization.

**2. Grade Establishment Plan (3 Alternates)..... \$5,000**

Under this line item, our staff will prepare the Grade establishment plan to set the alignments in accordance with agency's design criteria for the Hollywood Road extension.

**3. Hollywood Road Site Layout and Grading Plan (3 Alternates).....\$17,500**

Under this line item, our staff will prepare up to three alternates of the proposed alignment studies for the Hollywood Road extension based on the discussions with the client and City Staff. These plans will be prepared at a scale of 1"=30' or greater, and will be submitted to the City for review.



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Ms. Diane Yep  
PPC/CHP Maryland Limited Partnership  
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November 18, 2014 – Revised March 23, 2015-Revised April 8, 2015  
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**4. Stormwater Management Concept Plan .....\$10,000**

Under this line item, our staff will prepare the Stormwater Management Concept in accordance with latest design criteria of the agency to identify the acceptable ESD measures within the street Right of way (bio-swales, bio-planters, silva cells, filterras etc.).

**5. Hydraulic Capacity Analysis of Existing Storm Drain Culvert..... \$6,000**

Under this line item, our staff will prepare a Hydraulic Capacity Analysis of the existing Storm Drain Culvert and determine the required extension for the three alignment studies. This scope assumes the size of the existing pipe is adequate and analysis will be based on the pipe capacity flowing full. This also will include stabilization measures at the culvert outfall. Existing conditions topo from MNCPPC will be used to develop the drainage area map and imperviousness ratio.

**6. Existing Utility Adjustment and Relocation Identified ..... \$1,500**

Under this line item, our staff will request the record drawings from the various utility companies and incorporate information received into our design sketches to identify the potential conflicts assuming the underground dry utilities are approximately 30-inches below grade.

**7. Easement and Right of Way Taking Exhibits ..... Hourly Budget \$2,000**

Under this line item, our staff will prepare the sketches for the proposed right-of-way and its impact on adjoining properties for the Hollywood Road extension alignments. This scope assumes, legal descriptions of the impacted areas are not required.

**8. Natural Resource Inventory/Forest Stand Delineation (NRI/FSD)..... \$3,000**

Under this line item, our staff will prepare a Natural Resource Inventory/Forest Stand Delineation Plan consistent with the requirements on the local agency within the limits of disturbance to determine the impacts to existing environmental features (large diameter trees and its critical root zones). This plan will not be submitted to agencies for approval.

**9. Project Meetings ..... Hourly Budget \$5,000**

Under this line item, our staff will attend project meetings at the direction of the Owner. This would include meetings with agency review officials, Council hearing, etc. in addition to team status meetings and any team conference calls, and telephone correspondence. This also includes preparing two presentation boards and power point slides to be presented at the council meeting.

**10. Feasibility Report and Narrative (3 Alternates) ..... \$5,000**

Under this line item, our staff will provide a Feasibility Report (narrative form) outlining the pros and cons of the three proposed alignments to assist the Client and City of College Park in selecting the preferred alignment.



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Ms. Diane Yep  
PPC/CHP Maryland Limited Partnership  
c/o Diversified REI Holdings, LLC  
Re: Mazza - Hollywood Road Extension  
VIKA Proposal #G3376 Rev01  
November 18, 2014 - Revised March 23, 2015-Revised April 8, 2015  
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**11. Cost Estimates (3 Alternates).....\$3,000**

Under this line item, our staff will provide cost estimates for each alternate based on the agencies published unit cost prices for bonding purposes.

**ME. Printing, Plotting, Messenger and Overnight Delivery Services..... Per Rate Schedule**

Included in the above lump sum line items and our corporate overheads are a reasonable amount of all coordination prints and paper or vellum CADD coordination plots between our firm, your staff and other design consultants. Not included in our overhead is messengering plans prepared by us to the appropriate reviewing agencies, nor picking them up after they have been reviewed for comment. Any other printing, CADD plotting and any messenger services that you might require will be invoiced according to our current rate schedule for such services. These would include record drawings, mylar CADD plottings or disks, as well as any messenger services required by the client. Printing and record copy fees charged to VIKA by utility companies will be billed as a direct cost to this line item.

**FEES**

Our fees for the services outlined herein are summarized in the attached fee schedule.

**EXTRA WORK**

Any work required in addition to that outlined above will be billed on an hourly basis according to our current rate schedule shown on the attached Rate Schedule, or negotiated lump sum fee. Extra work will include but not be limited to concept storm water management plan revisions, dam breach analysis, landscape plans, special exception plans, retaining wall design, lighting design, condominium plats, ALTA/ACSM surveys, phasing plans, structural engineering for retaining walls or garage, geotechnical engineering, construction phase services, and any services not specifically included herein, and changes in the scope of services, or revisions as requested by the owner, architect or necessitated by a change in the approving agencies' codes, policies or guidelines.

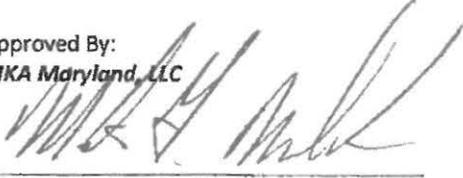
If this proposal and the enclosed Attachments A and B, dated April 2015, are acceptable and outline our complete agreement, please signify your acceptance by signing in the space provided and returning a copy to our office. This document and Attachments A and B, dated April 2015, will then constitute our complete agreement.

We appreciate the opportunity to present this proposal and look forward to continuing working on this project with you.

Sincerely,  
VIKA Maryland, LLC

  
\_\_\_\_\_  
Jagdish Mandavia, P.E.  
Senior Associate

Approved By:  
VIKA Maryland, LLC

  
\_\_\_\_\_  
Mark G. Morelock, P.E.  
Principal Associate/Executive Vice President

JM/kc



0111685501

Ms. Diane Yep  
PPC/CHP Maryland Limited Partnership  
c/o Diversified REI Holdings, LLC  
Re: Mazza - Hollywood Road Extension  
VIKA Proposal #G3376 Rev01  
November 18, 2014 – Revised March 23, 2015-Revised April 8, 2015  
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ACCEPTANCE

We, PPC/CHP Maryland Limited Partnership c/o Diversified REI Holdings, LLC, in consideration of the terms and conditions of this proposal which are fully set forth herein, including Attachments A and B, dated April 2015, do hereby accept these documents as our complete agreement.

Accepted: 

Date: 9/17/15

Print Name: Peter G. Seckley

Title: Authorized Signatory

Enclosures: Attachments A & B, dated April 2015



0111685501

**MAZZA - HOLLYWOOD ROAD EXTENSION**  
**VIKA Fee Schedule**  
**VIKA Proposal #G3376 Rev02**  
**11/18/2014 - Revised March 23, 2015- Revised April 8, 2015**

ITEM #	DESCRIPTION	LUMP SUM	HOURLY BUDGET
<b>ENGINEERING SERVICES</b>			
✓ 1	BOUNDARY/TOPOGRAPHIC SURVEY AND BENCHMARKS	\$ 8,500	
✓ 2	GRADE ESTABLISHMENT PLAN (3 ALTERNATES)	\$ 5,000	
3	HOLLYWOOD ROAD SITE LAYOUT AND GRADING PLAN (3 ALTERNATES)	\$ 17,500	
4	STORMWATER MANAGEMENT CONCEPT PLAN	\$ 10,000	
5	HYDRAULIC CAPACITY ANALYSIS OF EXISTING STORM DRAIN CULVERT	\$ 6,000	
6	EXISTING UTILITY ADJUSTMENT AND RELOCATION IDENTIFIED	\$ 1,500	
7	EASEMENT AND RIGHT OF WAY TAKING EXHIBITS		\$ 2,000
8	NRI/FSD	\$ 3,000	
9	PROJECT MEETINGS		\$ 5,000
10	FEASIBILITY REPORT AND NARRATIVE (3 ALTERNATES)	\$ 5,000	
11	COST ESTIMATES (3 ALTERNATES)	\$ 3,000	
<b>TOTAL CONTRACT FEE:</b>		<b>\$ 59,500</b>	<b>\$ 7,000</b>

**Reimbursables**

.ME Printing, Plotting, Messenger and Overnight Delivery Services Per Rate Schedule

The following is a listing of VIKA's professional services rates for professional, messenger, and reprographic services. These rates will remain in effect for one (1) year following the date of the contract, after which time they may be adjusted to reflect our current labor and overhead costs.

**PROFESSIONAL SERVICES**

Expert Research & Testimony .....	\$300
Principal.....	\$250
Principal Associate .....	\$235
District of Columbia Registered Surveyor .....	\$235
Director of Planning / Landscape Architecture .....	\$195
Senior Associate .....	\$210
Associate .....	\$175
Senior Project Planner .....	\$165
Senior Project Manager .....	\$165
Project Manager .....	\$140
Assistant Project Manager .....	\$120
LIDAR / Scanner Project Manager.....	\$175
Senior Engineer/LA/Planner/Surveyor.....	\$135
Project Engineer/LA/Planner/Surveyor.....	\$115
Design Engineer/LA/Planner/Survey Technician .....	\$90
Senior CADD Designer.....	\$110
CADD Designer .....	\$90
Senior Administrative Assistant .....	\$80
Administrative Assistant .....	\$70
Survey Crew.....	\$160
Survey Crew 1 Man Robotic.....	\$160
GPS Crew .....	\$180
LIDAR / Scanner Crew .....	\$200
LIDAR / Hazard Scanner Crew .....	\$400
2 Man Survey Night Crew .....	\$225
3 Man Survey Night Crew .....	\$245
1 Man Disaster / Hazard Survey Crew (Robotic) .....	\$225
2 Man Disaster / Hazard Survey Crew.....	\$325
3 Man Disaster / Hazard Survey Crew.....	\$345
Certified Arborist .....	\$175
LEED Consultant.....	\$150
DUE 1, Dry Utility Engineering Manager .....	\$155
DUE 2, Dry Utility Project Manager (UPM).....	\$155
DUE 3, Dry Utility Designer / CADD.....	\$100
DUE 4, Dry Utility Administrative Assistant .....	\$75
DUE 5, Dry Utility Project Principal / Electrical P.E.....	\$200

**REPROGRAPHIC SERVICES**

**PRINT CHARGES FOR LARGE FORMAT DOCUMENTS (cost per square foot)**

CAD Plot / Copy – B/W on Bond .....	\$ 0.25
CAD Plot / Copy – B/W or Color on Ink Jet Bond .....	\$ 1.95
CAD Plot / Copy – B/W or Color on Ink Jet Mylar .....	\$ 3.95
CAD Plot / Copy – Color graphic images on Ink Jet Bond.....	\$ 9.00
CAD Plot / Copy – Color graphic images on Ink Jet Glossy Presentation.....	\$10.00

**PRINT CHARGES FOR DOCUMENTS UP TO 11" X 17" (cost per page)**

Digital Laser Print – B&W and Color.....	\$ 1.20
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**SCANNING CHARGES (cost per square foot)**

Scan to File B/W.....	\$ 0.50
Scan to File Color.....	\$ 0.75

**MOUNTING (cost per square foot)**

Foam Core.....	\$ 5.25
Gator Board.....	\$ 6.25

**FOLDING (cost per square foot)**

Folding Bond prints.....	\$ 0.25
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**MESSENGER AND OTHER SERVICES**

Messenger service, filing fees, and reprographic services not listed above will be billed at cost plus 10%.  
Printing and record copy fees charged to VIKA by utility companies will be billed as a direct cost to the client.



These Standard Terms and Conditions are incorporated into the foregoing agreement or proposal (the "Agreement") between VIKA Maryland, LLC (VIKA) and its client ("Client") for the performance of engineering, surveying, planning and/or landscape architectural services ("VIKA Services"). These Standard Terms and Conditions are fully binding upon client just as if they were fully set forth in the body of the Agreement.

#### 1. PERIOD OF OFFER

Any proposal by VIKA to provide professional services must be accepted within ninety (90) days of the date of the proposal. This ninety (90) day period may only be extended if VIKA agrees in writing. Additionally, VIKA shall have the option of canceling a VIKA proposal at any time prior to the original or extended expiration date of the proposal as long as there is no fully executed Agreement in effect at the time of such cancellation. In the event a Client accepts a VIKA proposal by executing and delivering either the signed original or copy to VIKA, the signed VIKA proposal and the attachments expressly incorporated therein by reference shall constitute the entire agreement between the parties ("Agreement").

The proposal and these terms and conditions shall also apply even if the Client has not returned an executed copy but requested that VIKA begin work, and receives work from VIKA performed in accordance with this Agreement.

#### 2. SCOPE OF AGREEMENT

VIKA, for the fee noted in the Agreement, shall only be obligated to perform those services expressly described in the Scope of Services. In no event does VIKA agree to perform any of the following services:

- a. To certify as to the correctness of any document which was prepared by another entity.
- b. To be responsible for the correctness of any drawings prepared by VIKA unless it is properly sealed by a professional currently employed by VIKA.
- c. To provide legal, accounting, insurance, or other consulting services not listed in VIKA's current brochure.
- d. To assure Client of favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- e. To assure Client that consulting services pertaining to off-site considerations or requirements take into account circumstances other than those clearly visible and known from on-site work.
- f. To furnish or certify to the actual location (or characteristics) of any portion of a utility which is not visible from the surface.
- g. Geotechnical or structural engineering consulting services.
- h. Wetlands and/or environmental services.

Client shall also inform VIKA of any special criteria or requirements related to VIKA's Services and shall furnish VIKA with all available existing information, including reports, plans, drawings, surveys, deeds, and other documents related to VIKA's Services. VIKA shall not be responsible for errors, omissions or additional costs arising out of its reliance upon such information or materials furnished by Client.

#### 3. REIMBURSABLE EXPENSES

Unless otherwise specified in the contract, client shall reimburse VIKA for all expenses, necessarily or reasonably, incurred by VIKA in connection with the performance of professional services for Client, plus ten percent (10%), except for printing services, which will be reimbursed in accordance with Attachment A. Such expenses may include, but are not limited to, the following: transportation expenses; messengering services, meals and lodging in connection with travel; long distance telephone charges; data processing expenses; extraordinary computer expenses; photographic expenses; filing and inspection fees paid by VIKA on behalf of Client to appropriate regulatory agencies; additional insurance coverage requested by Client; overtime required by Client; renderings and models; the cost of obtaining bids or proposals from other contractors or consultants when done at the request of Client; and other out-of-pocket expenses incidental to performance of VIKA's Services. VIKA may submit invoices for reimbursable expenses separately from invoices for services.

#### 4. ADDITIONAL SERVICES

In the event the Client requests VIKA to perform services not specifically described in Scope of Services, Client agrees to compensate VIKA for such services in accordance with the hourly rate schedule set forth in Attachment A of this Agreement unless a written agreement has been signed by both parties indicating the basis of such additional changes. Unless specifically included in the Scope of Services, additional services will include, but not be limited to, the following: off-site design, construction specification preparation, revisions to previously prepared plans, cost estimating, construction inspection, completion certifications, changes in the Scope of Services and revisions requested by the Owner, Architect or necessitated by a change in the approving agencies' codes, policies or guidelines.

#### 5. CLIENT'S ORAL DECISIONS

Client, or any of Client's directors, officers, partners, employees or agents having apparent authority from Client, may orally: (a) make decisions relating to VIKA Services or the Agreement; (b) request a change in the scope of VIKA Services under the Agreement; or (c) request the performance by VIKA of additional services under the Agreement, and in such event, such decisions or requests are binding to Client. Client may from time to time, and at any time, limit the authority of any or all persons to act orally on Client's behalf under this Paragraph 5, by giving seven (7) days advance written notice to VIKA.

#### 6. DUTIES AND STANDARD OF CARE

VIKA agrees to provide those professional engineering, surveying, and/or landscape architectural services as agreed to in the Scope of Services. Additional services and consultation may be performed if requested, subject to an agreed-upon revision in the Scope of Services and authorized additional compensation. Services will be performed in accordance with generally accepted principles of civil engineering, land surveying, and landscape architectural practice and, in a manner consistent with the level of professional care and skill ordinarily exercised by members of these professions for similar projects. No other warranty, expressed or implied, is made. Client shall communicate these standard contract terms and conditions of this Section 6 to each and every third party to whom the Client transmits any part of VIKA's plans, specifications, details, calculations or reports.

VIKA shall make every effort to meet current Fair Housing and Americans with Disabilities Act (ADA) requirements with respect to this proposal; however, due to the ambiguity of the rules and regulations associated with this law, VIKA does not guarantee total compliance.

#### 7. CONSTRUCTION REVIEW

Adequate observation by qualified personnel of site construction is considered essential for successful completion and performance of projects. The owner shall retain adequate site observation, inspection and materials testing services for all projects in which it uses VIKA throughout the duration of site construction. Unless specifically noted in the Scope of Services, the professional services of VIKA do not extend to, or include the review or site observation of, the contractor's work. It is agreed that visits to the job site by the designer or his field representative at intervals appropriate to the stage of construction is for the purpose of becoming familiar with the progress and general quality of the construction work, and is not to be construed as construction observation or inspection services, and shall not excuse the contractor from any deficiencies discovered in his work. It is further agreed that VIKA will not be responsible for job or site safety on the project except for its own personnel, and will not be held responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970 as amended to date, or any state, county or municipal law of similar import or intent.



Client or its agent/representative shall review VIKA's work promptly after it is performed and made available to Client or its agent/representative. Thereafter, Client and/or its agent/representative shall promptly notify VIKA in writing about any errors, omissions and/or questions. Any damage resulting from the failure of the Client or its agent/representative to notify VIKA of any errors or omissions that Client or its agent/representative knew, or reasonably should have known, about shall be the sole responsibility of the Client and Client waives any claims against VIKA with respect to such matters and indemnifies VIKA for all costs incurred by it resulting from such matter.

#### 8. REVIEW OF SHOP DRAWINGS AND CONTRACTOR'S SUBMITTALS

Review, checking, corrections and comments made by VIKA on the contractor's shop drawings and submittals do not relieve the contractor from compliance with requirements of the contract documents. Checking is only for review of general compliance with the information given in the contract documents. The contractor is responsible for, among other items, confirming and correlating all quantities and dimensions, confirming manufacture specifications / representations, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner.

#### 9. EXISTING CONDITIONS/LIABILITY LIMITATION

In as much as the site construction and the performance of VIKA's services requires that certain assumptions be made regarding existing conditions, including underground utilities, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate and serviceable systems, it is agreed that, except for negligence on the part of VIKA, VIKA will be held harmless, by the Client, against all claims arising out of or related to its services under this Agreement.

Client warrants that all matters regarding hazardous materials on or near the project site known to the Client have been made known in writing to VIKA prior to the execution of this Agreement. VIKA shall have no responsibility for the discovery, handling, removal or disposal of hazardous materials in any form at the project site.

VIKA is entitled to rely upon the conditions and circumstances of the Project as accurately represented by Client and as visually observable by VIKA. In the event of circumstances or conditions that were not so represented or observable which require an increase to VIKA's scope of services, VIKA shall be compensated by Client for such increase as Additional Services.

#### 10. RIGHT OF ENTRY; PERMITS

Client agrees to provide rights of entry and all permits and permissions necessary for the completion of VIKA's services under this Agreement at no cost to VIKA.

#### 11. EARLY BID DOCUMENTS/FAST TRACK PROJECTS

When the Client requests submission of early bid documents, it is acknowledged that VIKA's drawings are issued to contractors for pricing or bid purposes in advance of full completion of construction documents by the architect and other disciplines, as well as agency approval. The Client agrees that VIKA shall not be responsible for additional construction costs arising from subsequent revisions, addenda, and corrections to VIKA's drawings, made in order to conform same to other disciplines' final drawings or in response to agency comments.

#### 12. PROJECT SCHEDULE

In order for VIKA's staff to be as responsive as possible to the project needs as well as flexible based on weather and job conditions, it is imperative that a dialogue be established prior to the commencement of design or construction stakeout on the project between VIKA's project manager and the appropriate Client representative. We suggest that a coordination meeting take place at least one week prior to the anticipated start of work. At this meeting, we will determine, in general, what your needs will be through the term of the project and outline our staffing program. Once this meeting has taken place, we encourage an ongoing dialogue between VIKA's project manager and the Client's representative.

#### 13. CONSTRUCTION ESTIMATES

It is expressly understood and agreed that, should VIKA be requested to prepare earthwork quantity estimates or pricing, VIKA's services are not guarantees of actual quantities or prices, but engineering estimates of quantities shown on certain plans or grading concepts. As such, VIKA shall not be held responsible for earthwork quantities and/or earthwork balances, nor for any other quantity and/or cost estimates prepared by it.

VIKA has no control over the cost of labor, materials, or equipment; the contractor's method of determining prices; competitive bidding or market conditions. VIKA's opinions of probable construction costs are made on the basis of its experience and qualifications. These opinions, when rendered, represent VIKA's best judgment as a design professional familiar with the construction industry, and are not to be construed as a guarantee that proposals, bids, or the construction cost will not vary from opinions of probable costs prepared by VIKA. If the owner wishes greater assurance as to the construction cost, they shall employ an independent cost estimator.

#### 14. GEOTECHNICAL AND WETLAND STUDIES AND INVESTIGATIONS

It is expressly understood and agreed that VIKA shall not be responsible for any soil studies, geotechnical engineering stability analysis, prediction of the presence of any subsurface water, or design of underdrainage systems to handle any subsurface water that may affect the project. Further, it is expressly understood and agreed that the Client will retain a geotechnical engineering firm for the purpose of performing investigations, preparing designs, and providing timely direction regarding all geotechnical engineering aspects of the project. It is also expressly understood and agreed that VIKA shall have no responsibility for adequately defining the scope of required geotechnical engineering services. The client shall engage a geotechnical engineer to independently review VIKA's design and provide a certificate that it meets the recommendations and specifications of the geotechnical report.

In addition, it is expressly understood and agreed that VIKA shall not be responsible to predict and/or delineate the presence of wetlands or waters of the United States.

#### 15. PLAN PROCESSING

VIKA provides routine submission of the engineering plans and related documents to public agencies for approval. However, it may be necessary, in order to serve the best interest and the needs of the Client, for VIKA to perform special processing such as meetings and conferences with different agencies, hand carrying the plans from agency to agency, as well as other specialized services. These special services are not included in the basic fee and shall be performed as additional services on an hourly basis in accordance with VIKA's current hourly rate schedule.

#### 16. OWNERSHIP AND REUSE OF DOCUMENTS

It is acknowledged that the documents prepared under this Agreement are instruments of professional service and VIKA will remain sole owner of all original sketches, drawings, tracings, survey notes, computations, etc. prepared by VIKA ("Material"), except where they have to be filed with a government agency. However, as long as Client's account is current, all of this Material is available including reproducible copies of all original tracings for Client's use on this project. Any digital information furnished to the client shall not be released by the client or furnished to third parties without the expressed written permission of VIKA.



There will be no obligation on VIKA's part to deliver the work product or materials to the client if there is any payment past due. It is agreed that the Client will hold VIKA harmless and indemnify and defend VIKA against all damages, claims and losses, arising out of any reuse of the material or modifications to such by parties other than VIKA, without VIKA's written consent. Any digital information furnished to the client shall not be revised by the client or furnished to third parties without the expressed written permission of VIKA.

The client agrees to hold harmless and indemnify VIKA against all claims, liabilities and/or costs, including but not limited to attorneys fees, arising out of or in any way connected with any modification, misuse or use by others of the work product provided by VIKA to Client under this Agreement. VIKA retains the right to retain electronic copies of its work performed hereunder and to remove from electronic copies provided to Client all certifications and professional seals of VIKA personnel.

#### 17. INSURANCE/LIABILITY LIMITATION

VIKA represents and warrants that it and its agents, employees and consultants employed by it, is and are protected by workman's compensation insurance, and VIKA has coverage under public liability and property damage insurance policies to protect itself from claims arising from work performed under this Agreement. Also, VIKA represents and warrants that it maintains professional liability insurance for protection from claims arising out of performance of professional services caused by any error, omission or act for which the insured is legally liable. Certificates in evidence of policies of insurance will be provided to the Client upon request.

Notwithstanding any other provisions contained herein, VIKA shall not be responsible for any loss, damage or liability beyond the amounts, available limits, and conditions of such insurance. No employee or agent of VIKA shall have any individual professional liability to, or in excess of, VIKA's liability as described under these Standard Terms and Conditions. It is understood that VIKA has no liability arising from this contract or the work involved, except insofar as it may be liable for its own acts or for the acts of its employees. Liability of VIKA, if any, for back charges arising from construction conditions is wholly dependent upon written notification to VIKA prior to the initiation of any corrective work, or within 30 days from the occurrence, whichever date occurs first. Damages recoverable from VIKA, in the case of omissions, shall be limited to the direct extra cost to the Client over the cost to the Client, had the omission not occurred, and, in the case of errors, shall be limited to the direct extra cost to the Client of the necessary corrective work. Recovery for any consequential damages, or delay, impact, interference or inefficiency is expressly waived.

#### 18. FEES AND PAYMENTS

VIKA will render its invoice monthly based on a percentage of the work completed that month for lump sum items and for actual hours spent that month for hourly items. In the event that public agency review is required on lump sum items, VIKA will invoice up to eighty percent (80%) of the quoted fee at such time as plans are submitted to the public agency for review; VIKA will further invoice up to ninety-five percent (95%) after it has addressed comments received from the respective agency; and one hundred percent (100%) upon formal action by that agency. Each invoice will be due in full upon receipt. If at any time an invoice remains unpaid in excess of thirty (30) days from the date of the invoice, a service charge of 1.5%, a maximum rate of eighteen percent (18%) per annum, will be charged on the unpaid amount at the end of the month, and each month thereafter, until the unpaid amount, including all service charges, is paid in full.

In the event that an invoice remains unpaid more than forty-five (45) days, all work on the project may be suspended by VIKA unless otherwise agreed to by VIKA in writing. In addition, VIKA reserves the right to pursue all appropriate remedies, including retaining any and all drawings without recourse until the account is paid in full. In the event that litigation is required to obtain payment of the fees provided for herein, Client hereby agrees to pay, along with any judgment awarded to VIKA, all attorneys' fees, collection costs, and court costs sustained in connection with such litigation. Timely payment of invoices is a condition of this Agreement. Failure to make payments in full within the time limits stated above will be considered substantial non-compliance with the terms of this Agreement, and will be cause for termination of this Agreement, if VIKA so chooses.

VIKA may unilaterally increase its lump sum or unit billing rates on each anniversary of Client's acceptance of this Agreement, by up to five percent (5%) or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to the same annual revision at the discretion of VIKA.

If the Client requests VIKA to perform its work in a timeframe beyond the normal forty (40) hour work week, VIKA will attempt to comply with such request, however, its fees shall be subject to adjustment as agreed upon by the parties and all VIKA personnel cost shall be invoiced at 1.5 times the normal billing rate unless other arrangements are made in writing executed by VIKA and Client.

#### 19. TERMINATION OF AGREEMENT

The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Client may exercise its right to terminate only if it has made all payments due and owing to VIKA as provided in this Agreement.

Client agrees to be liable, and pay VIKA for all labor done, work performed, material furnished, and all expenses incurred for all work and additional work up to and including the day that work is terminated, in accordance with the notice required under this Section.

#### 20. PROJECT SUSPENSION, ABANDONMENT, AND RESUMING

If the project is suspended or abandoned in whole or in part through no fault of VIKA, VIKA shall be compensated for all services performed prior to receipt of written notice from Client of such suspension or abandonment, together with any reimbursable expenses then due. Moreover, in the event the project is resumed, VIKA may require an additional restart or mobilization fee, the terms of which must be agreed to by the parties, before VIKA resumes its services.

#### 21. ASSIGNS

Neither Client nor VIKA may delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of the other party. Said consent shall not be unreasonably withheld by either party.

#### 22. DISPUTE RESOLUTION

- a. All claims, disputes or controversies ("Disputes") arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be decided as follows. Complying (or showing that a good faith effort to comply) with these dispute resolution terms is a pre-condition to filing suit.

(i) Client and VIKA agree to attend a dispute resolution meeting within fourteen (14) days of the identification of the dispute, to negotiate the dispute in good faith and to have each party's representative have the authority to resolve the dispute on behalf of that party.

(ii) Should the dispute resolution meeting fail to resolve the dispute, Client and VIKA agree to promptly mediate the dispute using a mediator acceptable to both parties, to negotiate in good faith and to equally share the cost of the mediation.

(iii) Should the mediation fail or should it never occur then either party may initiate litigation, however, the party that initiates the litigation must show compliance or a good faith compliance effort with respect to the dispute resolution meeting and/or mediation.



- b. In the event that Client institutes legal action or arbitration against VIKA because of any alleged failure to perform, or for any alleged error, omission, or negligence, and if such suit or arbitration is dismissed, or if judgment is rendered for VIKA, or if VIKA brings a substantially successful legal action or arbitration claim against Client, Client agrees to reimburse VIKA or pay any and all costs incurred by VIKA, including attorneys' fees, expert witnesses, fees and court or arbitration costs, and any and all expenses of the legal proceedings that were incurred by VIKA, immediately following dismissal of the case or immediately upon judgment being rendered in behalf of VIKA.

23. SEVERABILITY

In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

24. WARRANTY OF AUTHORITY TO SIGN

The individual signing this contract warrants that he/she has authority to sign as, or on behalf of, Client for whom or for whose benefit VIKA's services are rendered. If such individual does not have such authority, he/she understands and agrees that he/she is personally responsible for this contract to VIKA, in addition to any liability which Client may have.

25. NON-ALTERATION OR TERMS

This Agreement, and all the terms herein, may only be amended, deleted or otherwise altered by a written document signed by VIKA and Client, and in any event, on VIKA's behalf by approval of a corporate officer. VIKA's Project Manager has no authority to waive any matter or to amend the Agreement between VIKA and Client.

26. ENTIRE AGREEMENT

These Standard Terms and Conditions, Attachment A, any drawings, plans, plats, and/or exhibits referred to or attached hereto, and the Proposal to which these items are attached, set forth the entire understanding and agreement between the parties with respect to the subject matter contained therein, and shall be binding and inure (except as otherwise provided herein) to the benefit of the parties and their respective successor and assigns. This Agreement supersedes all prior documents, agreements, and understanding between the parties with respect to the transactions contemplated hereby.

27. CONTROLLING LAW

This Agreement is to be governed by the law of the place of business of the VIKA office submitting this Proposal, and the parties hereby submit themselves exclusively to the applicable state and/or federal court with jurisdiction over such VIKA place / location of business.

28. MISCELLANEOUS

- a. To the fullest extent permitted by law, the total liability of VIKA with regard to its work performed under this Agreement shall be limited to the lesser of VIKA's fees or its insurance policy limits under this Agreement. This and other limitations of liability and indemnities provided in this Agreement are business understandings of the parties and shall apply to all theories of liability, including but not limited to breach of contract or warranty, negligence and/or strict/statutory liability.
- b. VIKA shall have the right to photograph and use the name of the Client with respect to any aspect of the project on which it is working for the Client before, during or after completion and use the photographs for marking, for defense of claims and/or for any other commercial uses, unless otherwise limited by writing signed by VIKA.
- c. VIKA is an independent consultant/contractor, and no person or entity, other than VIKA and Client shall be deemed to be a part to or a third party beneficiary of this Agreement. Moreover, VIKA and Client are neither partners nor involved in a joint venture with respect to the project covered by this Agreement.
- d. If due to VIKA's breach of this Agreement any required item or component of the Project is omitted from VIKA's construction documents or drawings, VIKA shall not be responsible for paying the cost to add such item or component to the extent that it would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event shall VIKA be responsible for any cost or expense that provides betterment, upgrade or enhancement of or to the Project.



## MEMORANDUM

**TO:** Mayor and Council  
**FROM:** Terry Schum, Planning Director *tas*  
**THROUGH:** Joseph L. Nagro, City Manager *JLN*  
**DATE:** February 29, 2014  
**SUBJECT:** Design of Hollywood Road Extended at Mazza GrandMarc Apartments

## ISSUE

A request has been received by Starr Insurance Holdings, Inc., the owner of the Mazza GrandMark Apartments, to address Paragraph 25 of the Agreement with the City of College Park related to this property (see letter dated February 13, 2014, Attachment 1). This involves use of \$500,000 in escrow for the planning, design and construction of an extension of Hollywood Road on the west side of Route 1 to connect to the road in front of their property.

## SUMMARY

The initial Agreement was entered into on November 18, 2004 at the time Mazza applied for a Preliminary Plan of Subdivision from M-NCPPC. It was subsequently amended on May 4, 2006 during the Detailed Site Plan (DSP) application process. It was further amended on April 1, 2009 by mutual agreement (see Attachment 2 for the full Agreement and amendments). Paragraph 25 is excerpted as follows:

25. MAZZA agrees to work with the City and adjacent property owners to develop and finance Hollywood Road extended on the west side of Route 1 to connect to newly relocated and constructed Autoville Drive on the Property. As evidence of its good faith, and not with the intent or effect of limiting the total amount of monies that it will eventually pay toward the construction of Hollywood Road extended, MAZZA agrees, prior to approval of the commercial detailed site plan (DSP-04049/01) for the Property but in no event later than August 1, 2010, to place the sum of \$500,000.00 with an escrow agent acceptable to the City for a period of at least ten years. The sum held in escrow shall be payable to the City for any aspect of the construction of Hollywood Road extended, including but not limited to any property acquisition, design, planning or construction costs, as directed by the City, which shall have direction and control of how payments are made. The ten year term for escrow of the funds set out herein may be extended by agreement

of the parties in the event that substantial progress has been made toward the design and/or construction of Hollywood Road extended. Any interest earned on the escrow fund shall be paid to MAZZA by the escrow agent annually.

A commercial DSP has not been approved for the property and according to Diane Yep, representative for the owner; \$500,000 has been placed in escrow for Hollywood Road extended. Ms. Yep approached staff to indicate that if the city was no longer interested in pursuing the design and construction of the road, her organization would like to be released from this requirement. Current access to the apartments is through a private road limited to right-in and right-out turns only from Route 1. This access road was considered "temporary" until access to the project could be provided through a new Hollywood Road extended at a traffic signal. Assuming the city is still interested in this road, Ms. Yep would retain an engineering firm to begin work on a road alignment study and preliminary design. The road would be two lanes according to city/county standards and would connect only with Autoville Drive in front of their property (not with Autoville Drive north of the property or to other properties beyond the site). After the study results are presented, the city would have the opportunity to decide whether or not to pursue further design and engineering, land acquisition and construction.

## **RECOMMENDATION**

Ms. Yep will be present at the Council Worksession to discuss this matter. Staff recommends authorizing the alignment study and concept design and finalizing the scope of work.

## **ATTACHMENTS**

1. Letter dated 2/13/14 from Diane Yep
2. Agreement and Amendments
3. Aerial view of property



t: (646) 227-6300

starrcompanies.com

February 13, 2014

Ms. Terry Schum, AICP  
 Director  
 Department of Planning, Community and Economic Development  
 City of College Park  
 4500 Knox Road  
 College Park, MD 20740

Dear Ms. Schum,

This letter is a follow-up to our letter and subsequent conversation regarding: 1) Agreement between PPC/CHP Maryland Limited Partnership (Mazza) and the City of College Park dated November 18, 2004; 2) Amendment to Agreement dated May 4, 2006, and: 3) Second Amendment to Agreement dated April 1, 2009.

As discussed, we have been involved in the project as a limited partner since 2008, but have recently purchased the general partner's interest and have begun taking an active role in operations. Although we would still like to see the completion of the Hollywood Road extension to Autoville Drive since it would benefit access to our property, it is our understanding that this project is facing opposition from land- and home-owners citing potential for a significant increase in traffic along Autoville Drive. When we last spoke I expressed my concern about the viability and timeframe of the road extension, as well my group's desire to release a \$500,000 escrow requirement relating to the project if it is determined to be unlikely completed. As I understood the conclusion of our conversation, we were in agreement to move forward with an alignment study and concept design of the Hollywood Road extension, after which we would re-assess the viability of the project.

At this point, we are prepared to retain Vika Maryland LLC ("Vika"), a land planning group with engineers, planners, architects and surveyors, to prepare a proposal to conduct an alignment study and prepare a preliminary design for the Hollywood Road extension, which may costs upwards of \$30,000 depending on the materials that can be provided and the scope of work your team would require. Upon your execution of this letter and your review of Vika's proposal, the costs of this study would be deducted from the \$500,000 escrow requirement and, then we would determine the next steps.

I am available to discuss this proposal at your convenience and have plans to be in College Park on February 27, 2014. Please let me know if day would be convenient to meet. My phone number is (646) 227-6786 and email is [diane.yep@starrcompanies.com](mailto:diane.yep@starrcompanies.com)

Sincerely,

Diane Yep  
 Managing Director – Real Estate Investments

cc: Suellen M. Ferguson  
[Ferguson@cbknlaw.com](mailto:Ferguson@cbknlaw.com)

## SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made this 1<sup>st</sup> day of April 2009 by and between PPC/CHP MARYLAND LIMITED PARTNERSHIP, a Texas Limited Partnership (MAZZA), and the CITY OF COLLEGE PARK, MARYLAND (the "City") a municipal corporation of the State of Maryland.

WHEREAS, MAZZA has entered into a long term conditional lease of certain property located in College Park, Maryland (the "Property"); and

WHEREAS, Preliminary Plan of Subdivision No. 4-04104 ("Preliminary Plan") for the Property, has been approved by the Maryland-National Capital Park and Planning Commission ("M-NCPPC"); and

WHEREAS, Detailed Site Plan No. 04049 ("DSP") for the Property, has been approved by the Prince George's County Planning Board ("Planning Board") and the District Council for Prince George's County, Maryland; and

WHEREAS, the City and MAZZA have previously entered into an Agreement ("the Agreement") concerning the Property on November 18, 2004 and an Amendment to Agreement (the "Amendment") on May 4, 2006; and

WHEREAS, MAZZA has contracted to pay for and install a traffic light at Route 1 and Hollywood Road as set forth in Paragraph 4 of the Agreement, which commitment it has reaffirmed to the Mayor and Council of the City; and

WHEREAS, MAZZA is seeking to obtain the issuance of building permits for the Property which require modification to the Agreement and the Amendment, as more fully set forth herein.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Agreement dated November 18, 2004 between the City and MAZZA, as modified by the Amendment dated May 4, 2006, be and it is hereby amended follows:

1. The Recitals set forth above, as well as the foregoing "NOW, THEREFORE," clause, are incorporated herein as operative provisions of this Second Amendment.
2. Paragraph 10 of the Agreement, as amended by the Amendment, is hereby repealed in its entirety and shall be replaced with the following language:
  10. Prior to the issuance of a building permit, MAZZA shall provide full financial assurances in the form of a bond with, and in an amount acceptable to, the State Highway Administration, for construction of a second westbound right turn lane along Greenbelt Road at its intersection with Route 1. Mazza shall construct the second westbound right turn lane along Greenbelt Road at its intersection with Route 1 on or before September 1, 2009, and shall provide the design for this road improvement to the City for review and comment prior to obtaining the building permit for the lane. If financial assurances for this improvement have already been provided by another developer, the applicant shall pay to the City of College Park an amount equivalent to the cost of the improvement to be used for the acquisition of right of way, design or construction of Hollywood Road. Any such funds used for the Hollywood Road extension shall be credited against and reduce Mazza's financial commitment set forth in Paragraph 25 below. Any monies paid toward the improvements on Greenbelt Road at its intersection with Route 1 do not reduce, and are not a credit against, Mazza's commitment set forth in Paragraph 25 below.

3. Paragraph 25 of the Agreement, as amended by the Amendment, is hereby repealed in its entirety and shall be replaced with the following language::

25. MAZZA agrees to work with the City and adjacent property owners to develop and finance Hollywood Road extended on the west side of Route 1 to connect to newly relocated and constructed Autoville Drive on the Property. As evidence of its good faith, and not with the intent or effect of limiting the total amount of monies that it will eventually pay toward the construction of Hollywood Road extended, MAZZA agrees, prior to approval of the commercial detailed site plan (DSP-04049/01) for the Property but in no event later than August 1, 2010, to place the sum of \$500,000.00 with an escrow agent acceptable to the City for a period of at least ten years. The sum held in escrow shall be payable to the City for any aspect of the construction of Hollywood Road extended, including but not limited to any property acquisition, design, planning or construction costs, as directed by the City, which shall have direction and control of how payments are made. The ten year term for escrow of the funds set out herein may be extended by agreement of the parties in the event that substantial progress has been made toward the design and/or construction of Hollywood Road extended. Any interest earned on the escrow fund shall be paid to MAZZA by the escrow agent annually.

4. All other provisions of the aforementioned Agreement and Amendment to Agreement remain unmodified and in full force and effect.

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

(remainder of page intentionally blank, signature page follows)

WITNESS/ATTEST:

**PPC/CHP MARYLAND LIMITED**

**PARTNERSHIP**, a Texas limited partnership

By: PCHP Maryland GP LLC, a Texas limited liability company, its Managing General Partner

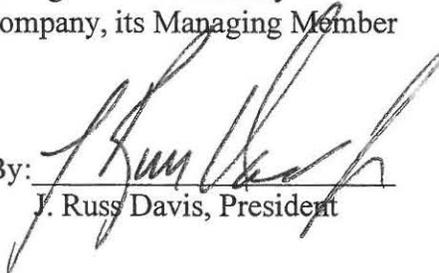
By: Phoenix G.P. XVII, Inc., a Texas corporation, its Managing Member

  
\_\_\_\_\_

By:   
\_\_\_\_\_ Jason P. Runnels,  
Vice President

By: CHP Maryland GP, LLC, a Georgia limited liability company, its Managing Member

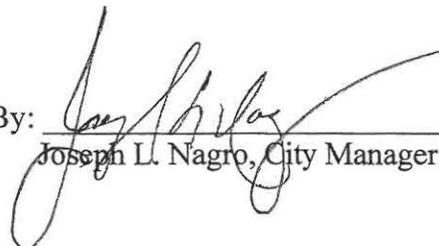
  
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By:   
\_\_\_\_\_ J. Russ Davis, President

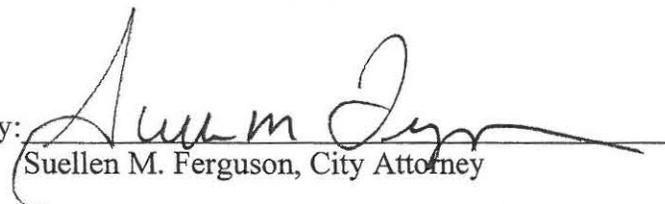
WITNESS/ATTEST:

**CITY OF COLLEGE PARK, MARYLAND**

  
Janeen S. Miller, City Clerk

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:   
\_\_\_\_\_ Suellen M. Ferguson, City Attorney

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is made this 4<sup>th</sup> day of May 2006 by and between PPC/COLLEGIATE HALL PROPERTIES MARYLAND LIMITED PARTNERSHIP (MAZZA), and the CITY OF COLLEGE PARK, MARYLAND (the "City") a municipal corporation of the State of Maryland.

WHEREAS, MAZZA has entered into a long term conditional lease of certain property located in College Park, Maryland (the "Property"); and

WHEREAS, Preliminary Plan of Subdivision No. 4-04104 ("Preliminary Plan") for the Property, has been approved by the Maryland-National Capital Park and Planning Commission ("M-NCPPC"); and

WHEREAS, MAZZA has asked the City to recommend approval of Detailed Site Plan No. 04049 ("DSP") for the Property to the Prince George's County Planning Board ("Planning Board") and the District Council for Prince George's County, Maryland; and

WHEREAS, the City and MAZZA have previously entered into an Agreement ("the Agreement") concerning the Property on November 18, 2004; and

WHEREAS, the City has agreed to make said recommendations concerning the DSP conditioned upon certain conditions, which are included in this Amendment to Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Agreement dated November 18, 2004 between the City and MAZZA be and it is hereby amended by amending paragraph 1 of the Agreement and by adding paragraphs 21 through 25, as follows:

1. The Recitals set forth above, as well as the foregoing "NOW, THEREFORE," clause, are incorporated herein as operative provisions of this Amendment.

2. Paragraph 1 of the Agreement is hereby repealed in its entirety and shall be replaced with the following language:

1. The final plat for the subject property shall show a 50- to 60-foot dedicated public right-of-way (new Autoville Drive) on the eastern edge from north to south through proposed Parcel 3 on the Preliminary Plan, re-designated as Parcel 4 on the DSP. The final alignment (including width and length) for new Autoville Drive shall be determined at the time of review of the Detailed Site Plan and shall be agreed to by the City of College Park. The alignment of Autoville Drive should provide for direct access from all of the proposed parcels to the new public street and ultimately to the intersection of Hollywood Road and US 1. The city shall not consent to vacate the existing Autoville Drive right-of-way until such time as the US 1 Corridor Sector Plan road requirement (P-200) in this vicinity for the Property encompassed by the DSP is satisfactorily addressed. The relocation and construction by MAZZA of the Autoville Drive North extension through the property as set out herein and on the Detailed Site Plan, and in compliance with Preliminary Plan 4-04104 Condition 11 requiring dedication of the right of way to the City of College Park upon demand, satisfies the requirements of Paragraph 1 of this Agreement, provided however, that MAZZA and its successors and assigns hereby agree to provide access upon demand onto the property for future connection to Hollywood Road extended and to take no action on the property to compromise or block the eventual connection of Autoville Drive and Hollywood Road extended.

3. Paragraphs 21 through 26 shall be added to the Agreement as follows:

21. In the event MAZZA, or its successors or assigns, determine to establish a condominium regime under which units may be individually sold, MAZZA, to the reasonable satisfaction of the City of College Park, will include provisions in the condominium document, not subject to amendment, ensuring unitary management of the common areas by a professional management company, not owned or operated by any unit owner, prescribing a model lease for units which may be individually leased, requiring notice to proposed tenants of City ordinances relating to tenant rights and obligations and requiring unitary maintenance and management services to monitor and enforce tenant compliance with lease obligations and the City noise, nuisance and parking ordinances.

22. Should the property be sold in the future to a non-profit entity, such as the University of Maryland, MAZZA agrees to help the City negotiate a payment-in-lieu-of-taxes.

23. Mazza will provide, at a minimum, a one-bedroom unit on the Property, free of rental payments, to a sworn law enforcement officer with jurisdiction in the City of College Park and in particular on the Property and adjacent areas, in exchange for services as a courtesy officer on site, provided that such qualifying law enforcement agencies permit such an arrangement.

24. MAZZA shall work through the University of Maryland to market the property to graduate students and provide a summary of said marketing efforts to the City.

25. MAZZA agrees to work with the City and adjacent property owners to develop and finance Hollywood Road extended on the west side of Route 1 to connect to newly relocated and constructed Autoville Drive on the Property. As evidence of its good faith, and not with the intent or effect of limiting the total amount of monies that it will

eventually pay toward the construction of Hollywood Road extended, MAZZA agrees to place the sum of \$500,000.00 with an escrow agent acceptable to the City for a period of at least ten years. The sum held in escrow shall be payable for any aspect of the construction of Hollywood Road extended, including but not limited to any property acquisition, design, planning or construction costs, as directed by the City, which shall have direction and control of how payments are made. The ten year term for escrow of the funds set out herein may be extended by agreement of the parties in the event that substantial progress has been made toward the design and/or construction of Hollywood Road extended. Any interest earned on the escrow fund shall be paid to MAZZA by the escrow agent annually.

26. MAZZA agrees to enter into a Declaration of Covenants with the City incorporating the provisions of paragraphs 5, 21 and 23 of the Agreement as amended, on or before the last date upon which parties of record may file an appeal to the District Council of any resolution rendered by the Planning Board concerning the DSP for this Property. The Declaration of Covenants shall be applicable to the leasehold interest held by MAZZA, its successors and assigns, on the Property, and against MAZZA's ownership interest if it should acquire the Property. MAZZA shall request that the current property owner join in and be a party to this Declaration of Covenants. In the event that MAZZA fails to enter into a Declaration of Covenants acceptable to the City as set out herein, the City retains the right to present this information to the District Council during future proceedings concerning this Property.

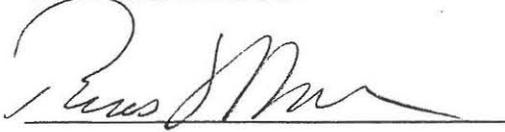
27. Paragraph 10 of the Agreement is hereby repealed in its entirety and shall be replaced with the following language:

10. Prior to the issuance of a building permit, the applicant shall provide a second westbound right turn lane along Greenbelt Road at its intersection with Route 1. If financial assurances for this improvement have already been provided by another developer, the applicant shall pay to the City of College Park an amount equivalent to the cost of the improvement to be used for the acquisition of right of way, design or construction of Hollywood Road. Any such funds used for the Hollywood Road extension shall be credited against and reduce Mazza's financial commitment set forth in Paragraph 25 below. Any monies paid toward the improvements on Greenbelt Road at its intersection with Route 1 do not reduce, and are not a credit against, Mazza's commitment set forth in Paragraph 25 below.

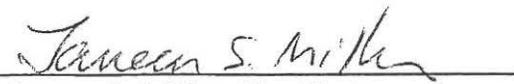
28. All other provisions of the aforementioned Agreement remain unmodified and in full force and effect.

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

WITNESS/ATTEST:

  
\_\_\_\_\_

WITNESS/ATTEST:

  
Janeen S. Miller, City Clerk

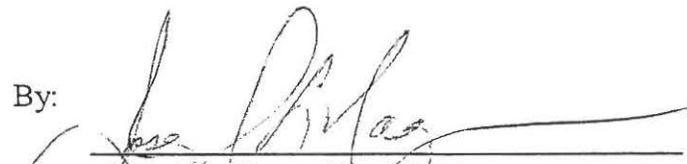
PPC/COLLEGIATE HALL PROPERTIES  
MARYLAND LIMITED PARTNERSHIP

By:

  
President  
Collegiate Hall Properties  
as Manager

CITY OF COLLEGE PARK, MARYLAND

By:

  
Joseph L. Nagro, City Manager

APPROVED AS TO LEGAL SUFFICIENCY:

By: Robert H. Levan (Signature)  
Robert H. Levan, City Attorney

AGREEMENT

THIS AGREEMENT is made this 18<sup>th</sup> day of November, 2004 by and between PPC/CHP MARYLAND LIMITED PARTNERSHIP (MAZZA), and the CITY OF COLLEGE PARK, MARYLAND (the "City") a municipal corporation of the State of Maryland.

WHEREAS, MAZZA has entered into a long term conditional lease of certain property located in College Park, Maryland which is more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Preliminary Plan of Subdivision No. 4-04104 ("Preliminary Plan"), is under consideration by the Maryland-National Capital Park and Planning Commission ("M-NCPPC"); and

WHEREAS, MAZZA has asked the City to recommend approval of Preliminary Plan No. 4-04104 to the Prince George's County Planning Board ("Planning Board") and the District Council for Prince George's County, Maryland; and

WHEREAS, the City has agreed to make said recommendations conditioned upon certain conditions, which are included in this Agreement.

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

1. The final plat for the subject property shall show a 50- to 60-foot dedicated public right-of-way (new Autoville Drive) on the eastern edge from north to south through proposed Parcel 3. The final alignment (including width and length) for new Autoville Drive shall be determined at the time of review of the Detailed Site Plan and shall be agreed to by the City of College Park. The alignment of Autoville Drive

should provide for direct access from all of the proposed parcels to the new public street and ultimately to the intersection of Hollywood Road and US 1. The city shall not consent to vacate the existing Autoville Drive right-of-way until such time as the US 1 Corridor Sector Plan road requirement (P-200) in this vicinity is satisfactorily addressed.

2. Access to Parcels 1 and 2 from Route 1 is denied. Applicant shall establish an access easement between Parcel 1 and Parcel 2.
3. Access to Route 1 from Parcel 3 shall be limited to right-in/right-out movements only. The applicant shall have the design and location of any proposed access to US 1 approved by the State Highway Administration prior to approval of the Detailed Site Plan for the subject property.
4. Commercial development on Parcels 1 and 2 shall not be permitted until a traffic signal has been paid for by the applicant and installed at Route 1 and Hollywood Road. Prior to the issuance of any building permit, the applicant shall have full financial assurances, have been permitted for construction, and have an agreed-upon timetable for construction with the State Highway Administration for the traffic signal.
5. The applicant shall provide a private shuttle to and from the University of Maryland that operates between the hours of 7:00 a.m. and 10:30 p.m., Monday through Friday. Specifications and assurances for this service shall be provided to the city prior to issuance of any building permit, and information regarding the shuttle service shall be included in marketing material for the project. In lieu of a private shuttle, prior to obtaining a building permit, the applicant shall execute a written agreement with the

University of Maryland for an on-site UM Shuttle stop with 30-minute headways. In addition, the applicant shall agree to participate in a study along with the city and others regarding transit and shuttle service options for the Route 1 corridor and shall pay a pro-rata share of the cost of the study not to exceed \$10,000. In addition, the applicant shall survey its residents concerning commuting patterns and habits and share this information with the City of College Park.

6. In consultation with the city, the applicant will make a good faith effort to execute a memorandum of understanding with the University of Maryland that prohibits University of Maryland students residing in the project from obtaining on-campus parking permits.
7. The applicant shall provide a public access easement for the portion of the proposed on-site trail that will remain on private property after dedication or donation of land to the Maryland-National Capital Park and Planning Commission.
8. At the time of Detailed Site Plan, the applicant shall include the following:
  - a. Consideration of the orientation of buildings and parking to the proposed new right-of-way.
  - b. A pedestrian and bicycle connection from Route 1 to the proposed on-site trail preferably at the location of an extended Hollywood Road on the west side of Route 1.
  - c. Provision of recreational facilities for small children.
  - d. Provision of parking for 100 bicycles in the parking garage.
9. Prior to the issuance of a building permit, the applicant shall finalize and obtain approval for a plan for on-site stream restoration.

10. Prior to the issuance of a building permit, the applicant shall provide a second westbound right turn lane along Greenbelt Road at its intersection with Route 1. If financial assurances for this improvement have already been provided by another developer, the applicant shall pay to the City of College Park an amount equivalent to the cost of the improvement to be used for Route 1 improvements in the vicinity of the site.
11. It is recognized that a detailed site plan has not yet been issued for this project, and that various additional conditions may become necessary or be mandated by the various agencies with jurisdiction. This agreement may be amended by the parties with reference to such additional conditions. 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.
12. 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 MAZZA pursuant to the provisions of this Agreement. In the event the City is required to enforce this Agreement and MAZZA is determined to have violated any provision of this Agreement, MAZZA will reimburse the City for all reasonable costs of the proceeding including reasonable attorneys' fees. Should MAZZA prevail in any action brought by the City to enforce a

provision of this Agreement, the City shall reimburse MAZZA for all reasonable costs of the proceeding including reasonable attorneys' fees.

13. It is recognized that this Agreement is made prior to the approval of the preliminary plan of subdivision and the detailed site plan for the project. This Agreement shall be amended to include any conditions adopted by the Prince George's County Planning Board in the approval of either plan, as designated by the City.

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

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

16. All notices given hereunder shall be in writing and shall be deemed to have been given when hand delivered upon delivery, in the event of mailing, three (3) days after deposit with the United States Postal Service, as registered or certified mail, return receipt requested, postage prepaid, in the event of delivery by overnight service, one day after depositing with such service, and if by facsimile, on the date indicated on a confirmation sheet indicating successful transmission, addressed:

- (i) If to MAZZA:  
Russ Davis  
Collegiate Hall Properties  
1 Augusta St. Suite 302  
Greenville, So. Carolina  
29601
- (ii) If to the City: Thomas H. Itallier Esq.  
4640 Forbes Blvd  
Lanham, Md 20706

City Manager  
City of College Park  
4500 Knox Road  
College Park, Maryland 20740  
with copy to:

Robert H. Levan, Esquire  
Levan, Colaresi, Ferguson & Levan, P.A.  
6325 Woodside Court  
Suite 230  
Columbia, Maryland 21046

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

18. 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.

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

20. These obligations are subject to and contingent upon final approval of the aforesaid Preliminary Plan and DSP. In the event that MAZZA conveys any rights to the Property, MAZZA agrees that the Property shall be conveyed subject to the provisions of this Agreement and that the Agreement contained herein shall be effective immediately as to MAZZA and shall be binding on its heirs, successors and assigns.

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

WITNESS/ATTEST:

*[Handwritten Signature]*

PPC/CHP MARYLAND LIMITED  
PARTNERSHIP

*[Handwritten Signature]*

WITNESS/ATTEST:

*Caroline S. Lightfoot*  
Caroline S. Lightfoot, City Clerk

CITY OF COLLEGE PARK, MARYLAND

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

APPROVED AS TO LEGAL SUFFICIENCY:

By: *[Handwritten Signature]*  
Robert H. Levan, City Attorney



# 5

Discussion/Decision on whether to change the City's Homestead Tax Credit rate  
(If there will be a change: Introduce Ordinance on October 11, Public Hearing and Adoption on October 25)

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



**Prepared By:** Leo Thomas  
Deputy Director of Finance

**Meeting Date:** October 4, 2016

**Presented By:** Leo Thomas  
Deputy Director of Finance  
and  
Gary Fields  
Director of Finance

**Proposed Consent Agenda:** No

**Originating Department:** Finance

**Issue Before Council:** Discussion/Decision on whether to change the City's Homestead Tax Credit Rate

**Strategic Plan Goal:** Goal 6: Excellent Services

**Background/Justification:**

Council has requested a further review of the City's Homestead Tax Credit Rate for FY 2018 and will consider changing the rate for FY 2018. At the September 6, 2016 Worksession, Council had the initial review of the City's Homestead Tax Credit Rate for FY 2018 and requested that Finance staff obtain information pertaining to the potential cost to the City resulting from decreasing the City's Homestead Tax Credit Rate.

The Homestead Tax Credit Rate is a percentage rate limiting the increase in real property assessment from one fiscal year to the next year, applicable only for owner-occupied residential properties. The State, County and City may have different rates, ranging from 0% to 10%.

**Fiscal Impact:**

See attached "Projected Homestead Tax Credit Rate Options for FY 2018". There is a potential for revenue reduction from \$-0- (no change to the rate) to \$60,864 (rate reduced to 0%) for FY 2018.

**Council Options:**

- #1: Maintain the City's Homestead Tax Credit Rate at the current rate of 4%.
- #2: Propose a change in the City's Homestead Tax Credit Rate for FY 2018 to any other rate from 0% to 10%.

**Staff Recommendation:**

Staff recommends the City's Homestead Tax Credit Rate be left unchanged, at 4%, for FY 2018

**Recommended Motion:**

None

**Attachments:**

Projected Homestead Tax Credit Rate Options schedule prepared by Leo Thomas, based on the Maryland Department of Assessments and Taxation, Homestead Projection Report prepared September 8, 2016.

**CITY OF COLLEGE PARK**  
**Projected Homestead Tax Credit Rate Options for FY2018**  
**(SDAT estimates as of 09/08/16)**

Projected FY18 Taxable Base	Projected FY18 Homestead Tax Credit	City Tax Rate Per \$100	Tax Reduction From HTC	Reduction In Tax By Decreasing HTC Rate	Total Tax Decrease At Listed Rate	Number Of Applicable Accounts	Average Savings Per Applicable Owner-Occupied Home
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Homestead Tax Credit Rate:

4%	*	\$ 2,680,280,151	\$ 70,744,773	\$ 0.335	\$ 236,995	Base	Base	1,951	\$	-
3%		\$ 2,680,280,151	\$ 75,129,280	\$ 0.335	\$ 251,683	\$ (14,688)	\$ (14,688)	2,040	\$	7.20
2%		\$ 2,680,280,151	\$ 79,664,757	\$ 0.335	\$ 266,877	\$ (15,194)	\$ (29,882)	2,072	\$	14.42
1%		\$ 2,680,280,151	\$ 84,269,096	\$ 0.335	\$ 282,301	\$ (15,424)	\$ (45,306)	2,093	\$	21.65
0%		\$ 2,680,280,151	\$ 88,913,231	\$ 0.335	\$ 297,859	\$ (15,558)	\$ (60,864)	2,125	\$	28.64

\* - current rate

**CITY OF COLLEGE PARK**  
**FY08 Real Property Tax Estimate**  
**Homestead Tax Credit = 1%**  
(as of 09/04/07)

City tax rate per \$100	City real property tax
-------------------------------	---------------------------

FY08 taxable assessment per SDAT	1,727,303,428			
Homestead tax credit adjustment	<u>(305,724,126)</u>			
Net taxable assessment - all classes	1,421,579,302			
<u>LESS: Tax Class 01</u>				
(Year 4 of 5-year special rate for IKEA annexation properties - pays 70% of City tax rate)	38,358,200			
Roadside/Camden half-yr improvement levy \$60 million x .50 (for half year)	<u>30,000,000</u>			
Total - Tax Class 01	<u><u>68,358,200</u></u>	(38,358,200)	0.2093	143,074
<u>LESS: Tax Class 02</u>				
(Year 4 of 50-year special rate for Holiday Inn annexation properties - pays City tax differential only)	<u>7,293,200</u>			
Total - Tax Class 02	<u><u>7,293,200</u></u>	(7,293,200)	0.0162	1,181
Total - Tax Class 00	<u><u>1,375,927,902</u></u>		0.2990	<u>4,114,024</u>
Total FY08 real property tax				<u><u>4,258,280</u></u>

# 6

## Discussion about the future of the Neighborhood Watch Steering Committee

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



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

**Meeting Date:** October 4, 2016

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

**Proposed Consent Agenda:** No

**Originating Department:** Public Services Department

**Issue Before Council:** Discussion about the future of the Neighborhood Watch Steering Committee

**Strategic Plan Goal:** Goal 1: One College Park

**Background/Justification:**

Council Member Nagle has requested a discussion about the future of the College Park Neighborhood Watch Steering Committee (CPNWSC). The CPNWSC was established by the Council to promote and support community neighborhood watch programs city-wide. It replaced the previous model of having one city-wide coordinator to work with local neighborhood coordinators. After several years, different chairs, and different model neighborhood organization proposals, it was determined that top down neighborhood watch programs do not serve the unique neighborhood characteristics and cultures throughout the City. Neighborhood Watch programs must be grass roots to gain neighborhood buy-in and participation. Some neighborhoods will use the traditional model of block captains and resident patrol model, while others are using the "Nextdoor" blog app model for receiving and communicating public safety information amongst neighbors. Currently the CPNWSC positions are vacant. Public Services staff is providing logistical support to the active Neighborhood Watch coordinators. Public Safety information is being shared with the known neighborhood CPNW coordinators. Past appointees to CPNWSC are being invited to attend the work session.

**Fiscal Impact:**

None

**Council Options:**

- #1: Disband the Steering Committee.
- #2: Appoint new members

**Staff Recommendation:**

#1

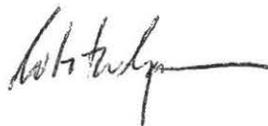
**Recommended Motion:**

I move to disband the College Park Neighborhood Watch Steering Committee.

**Attachments:**

1. NWSC 09/2013 Discussion Memo
2. NWSC 03/2013 Discussion Memo
2. Resolution 11-R-06 forming the CPNWSC

## MEMORANDUM

**TO:** Mayor and City Council  
**THROUGH:** Joseph L. Nagro, City Manager   
**FROM:** Robert Ryan, Public Services Director   
**DATE:** September 13, 2013  
**SUBJECT:** College Park Neighborhood Watch

### ISSUE

Councilmember Wojahn has requested a work session discussion of the College Park Neighborhood Watch (CPNW) program.

### SUMMARY

Council last discussed the CPNW program at the April 16, 2013 worksession. At that time, CPNW Steering Committee members Mr. Boone and Mr. Springer attended along with representatives of the Nation of Neighbors (NoN) web based community watch program. The Steering Committee (CPNWSC) had previously presented a draft resolution for Council consideration, to reorganize the steering committee from three to five members. The NoN representatives presented their web based community and police database program. The Council took no action regarding these matters.

There has been no further action regarding CPNWSC organization or web based support of CPNW. Currently two of the three positions on the Steering Committee, as established by the 2011 Council resolution, are filled. Activity since the last Council discussion has included one eight-hour CPNW block captain basic training session presented by the City's Public Safety Officer, and National Night Out (NNO) events. The CPNWSC and staff recommended that NNO events be devolved this year from a central city event to smaller neighborhood based events. The advantage to this was expected to be more accessible events, less demand on volunteer planners for a large central event, and the opportunity to attract more public safety resources to another central event, College Park Day, since many communities are competing for limited public safety resources on NNO.

Issues the Council may wish to consider include:

- The organizational structure of the Steering Committee;
- Elimination of central programming efforts, and return to support of each neighborhood's individualized efforts, to accommodate more targeted, unique neighborhood programs;
- Use of the Public Safety Officer, instead of the Steering Committee, to provide operational guidance and support to individual neighborhood programs; and
- Support of public use of an existing, free, web based crime data mapping program such as [www.crimereports.com](http://www.crimereports.com), which provides almost real time crime data and maps using data provided by PGPD and UMPD

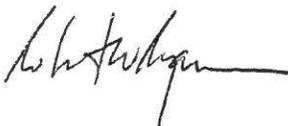
### RECOMMENDATION

Staff recommends that the Council consider these, and any other issues related to CPNW, and provide guidance to the Steering Committee and staff for future support of CPNW.

## MEMORANDUM

**TO:** Mayor and City Council

**THROUGH:** Joseph L. Nagro, City Manager

**FROM:** Robert W. Ryan, Public Services Director 

**DATE:** March 1, 2013

**SUBJECT:** Reorganization of College Park Neighborhood Watch (CPNW)

### ISSUE

A majority of the appointed members of The CPNW Steering Committee (CPNWSC) has recommended a reorganization of the CPNWSC, and a refocus of CPNWSC activity.

### SUMMARY

At a recent meeting of CPNWSC members, Council Members, COPS and Public Services staff, discussed reorganization of the CPNWSC and redirection of efforts. In summary, the following recommendations are being made.

1. Expand the CPNWSC from three appointed members to five.
2. Have one appointee from each election district, and one at large, appointed by the Mayor, for a total of five members.
3. Refocus Steering Committee efforts to adopt and provide support for an internet communications system, using an established program, "Nation of Neighbors", as a tool supported by CPNWSC and the City, and made available for use by each Neighborhood Watch group in the City.
4. Transfer responsibility for planning and implementing City supported CPNW training from the CPNWSC to the City's Public Safety Officer. The Public Safety Officer will implement the CPNW Academy program anticipated in the City Council's strategic action plan. The Public Safety Officer is encouraged to utilize COPS officers and qualified CPNW volunteers to assist in providing training.
5. Utilize the five CPNWSC members as district monitors of the Nation of Neighbors system to provide points of contact with police, rumor control, and user input appropriateness.
6. Utilize the CPNWSC to continue to provide recommendations to the Mayor and Council, and to support neighborhood program development.

**A RESOLUTION OF THE MAYOR AND COUNCIL OF  
THE CITY OF COLLEGE PARK, MARYLAND TO  
ESTABLISH A NEIGHBORHOOD WATCH COMMITTEE  
IN THE CITY OF COLLEGE PARK TO ADVISE THE CITY  
COUNCIL, AND TO ENHANCE NEIGHBORHOOD  
WATCH PROGRAMS CITY WIDE.**

**WHEREAS,** the Mayor and Council adopted Resolution 97-R-15 in 1997 to establish a Neighborhood Watch Committee, and

**WHEREAS,** the Mayor has from time to time appointed a City-wide Neighborhood Watch Coordinator, and

**WHEREAS,** the City Council wishes to enhance College Park Neighborhood Watch programs, and

**WHEREAS,** in October 2010, the City Council Neighborhood Watch Subcommittee was formed; and

**WHEREAS,** the Subcommittee was charged to review City-wide Neighborhood Watch programs; and

**WHEREAS,** the Subcommittee has recommended a three person College Park Neighborhood Watch Steering Committee to advise the Council and to review, enhance and further develop College Park Neighborhood Watch; and

**WHEREAS,** the Neighborhood Watch Steering Committee is charged to conduct meetings and act as necessary to share information and procedures to prevent crime as appropriate in the City in coordination with police; and

**WHEREAS,** this Steering Committee is also charged to develop Neighborhood Watch Programs in all sections of the City of College Park; and

**WHEREAS,** the Mayor and City Council wishes to form a permanent College Park Neighborhood Watch Steering Committee.

**NOW, THEREFORE BE IT RESOLVED THAT** the City Council Neighborhood Watch Subcommittee, the Neighborhood Watch Committee, and the City-wide College Park Neighborhood Watch Coordinator position be dissolved and a new College Park Neighborhood Watch Steering Committee be formed under the following procedures:

**COMPOSITION OF THE COLLEGE PARK NEIGHBORHOOD WATCH STEERING COMMITTEE**

1. The Mayor and City Council shall appoint a three-member Neighborhood Watch Steering Committee from among the residents of the City.
2. Appointments shall be for a two year term.
3. Coordinators of individual Neighborhood Watch programs in the City of College Park shall be ex-officio members of the Steering Committee.
4. The Prince George's County Police Department COPS officer(s) assigned to the City of College Park shall serve as ex-officio member(s) of the Steering Committee.
5. The City of College Park Public Services Director shall serve as the City liaison to the Steering Committee.

**PURPOSE**

The CPNW Steering Committee shall:

1. Provide a network to exchange information about crime occurring in our neighborhoods.
2. Disseminate pertinent, police reviewed, crime-related information (i.e., actual incidents, police lookouts, crime trends) City-wide.
3. Work closely with Prince George's County Police Department Community Oriented Policing (COPS) officers and College Park Public Services Director to identify and resolve neighborhood problems.
4. Promote and support the Neighborhood Watch concept, strengthen existing Neighborhood Watch groups, and help begin new groups in areas where they do not exist.
5. Provide crime prevention and police services information to the community.

**DUTIES AND RESPONSIBILITIES**

1. To hold quarterly meetings.
2. To provide yearly reports to the Mayor and Council on the status of crime prevention efforts in the City of College Park.
3. To develop programs and activities to deter crime and vandalism in the City.
4. To promote the formation of Neighborhood Watch groups in any neighborhood lacking a formal Neighborhood Watch.
5. A member of the College Park Neighborhood Watch Steering Committee shall be a member of the College Park Citizens Corps Council representing Neighborhood Watch.

**APPOINTMENT OF CHAIR**

Annually, the members of the Steering Committee shall appoint a Chairperson to serve as Chair of the Steering Committee for a one-year term.

**MEETINGS**

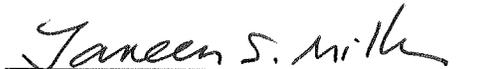
Meetings shall be held on a quarterly basis. The Chairman shall have the authority to call a meeting to address an emergency.

Resolved this 12<sup>th</sup> day of April, 2011.



Andrew M. Fellows, Mayor  
City of College Park

ATTEST:

  
Janeen S. Miller  
City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Suellen M. Ferguson  
City Attorney

7. Nothing in the reorganized program would mandate any changes to established CPNW programs. As Neighborhood Watch must be a grass roots effort to be effective, each neighborhood is encouraged to develop programs unique to its demographics and volunteer participation.

One major program change which was also discussed, and which should be immediately discussed by the new CPNWSC and Mayor and Council, is devolving the annual National Night Out (NNO) program in the City. It is proposed to return NNO in College Park to simple neighborhood events, such as porch lights on, walk and talk with neighbors, etc. The central event programs of recent years demand significant staff and volunteer effort, and more importantly compete for resources from public safety agencies trying to serve many communities that night. A central Public Safety Day event could be planned later in the fall when resources are more readily available, and more City residents are here. Perhaps even expanding the public safety presence at College Park Day.

A draft resolution is attached to this memo, along with information about the Nation of Neighbors program.

The current Chair of the CPNWSC, Mr. Robert Boone, will attend the Council work session to discuss these proposals.

#### **RECOMMENDATION**

The Council should discuss these proposals with the CPNWSC, and decide whether to adopt a resolution reorganizing CPNWSC, or not.

Attachment (1) Draft Resolution

# 7

## National Night Out Planning



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

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

**Meeting Date:** October 4, 2016

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

**Proposed Consent Agenda:** No

**Originating Department:** Public Services Department

**Issue Before Council:** National Night Out planning – request of Councilmember Nagle

**Strategic Plan Goal:** Goal 1: One College Park

**Background/Justification:**

National Night Out (NNO) is a community/police public safety awareness-raising event in the United States, held the first Tuesday of August in most of the country. In the City of College Park, Public Services staff work with each neighborhood watch coordinator where an active neighborhood watch program exists. There are 5 active neighborhood programs at this time. A centralized event was held at the College Park Airport in 2011 and was successful. It was planned and coordinated by the College Park Neighborhood Watch (CPNW) Steering Committee at a time when that group was active. Since then, the city has returned to neighborhood events. Since there are so many neighborhoods and municipalities throughout the PGPD District 1, it is difficult for all to have some public safety equipment displays such as helicopters and large police, fire, EMS equipment displays on the same night. The City has continued the practice of incorporating public safety displays at College Park Day. This allows us to attract special displays such as the PGPD helicopter and the PGFD Bomb Squad robot on a day when there is no competition for these displays.

**Fiscal Impact:**

In the FY17 budget, \$1,000 has been provided for NNO supplies. There is also a cost of staff to provide logistics and contract police to attend each neighborhood event .

**Council Options:**

- #1: Coordinate and support each neighborhood NNO event in August.
- #2: Consider supporting only one central NNO event.
- #3: Consider celebrating NNO in October when UMD residents have returned to the City and weather is usually pleasant
- #4: Consider alternating between central and neighborhood sites, or other options.

**Staff Recommendation:**

#1

**Recommended Motion:**

Not applicable

**Attachments:**

NONE

# 8

Discussion of an amendment to the City Code to prohibit the placement of furniture not designed for outdoor use, within or under a permanent accessory structure such as a covered porch or gazebo (Chapter 125-10.N)

**CITY OF COLLEGE PARK, MARYLAND  
WORK SESSION AGENDA ITEM**



**Prepared By:** Robert Ryan  
Director of Public Services

**Meeting Date:** October 4, 2016

**Presented By:** Robert Ryan  
Director of Public Services

**Consent Agenda:** No

**Originating Department:** City Attorney

**Action Requested:** Approval of an ordinance amending Chapter 125 "Housing Regulations" by repealing and reenacting §125-10 "Responsibilities of Owners and Occupants" to prohibit location or storage of furniture that is not designed for outdoor use in or on any open covered or uncovered porch, gazebo, or any other open structure on a residential property

**Strategic Plan Goal:** Goal #6 Excellent Services

**Background/Justification:**

Councilmember Brennan has requested an ordinance to prohibit the location of furniture not designed for outdoor use on open porches, gazebos and other open buildings in a residential zone. The attached draft ordinance amends the code to include this prohibition.

**Fiscal Impact:**

Possible increased enforcement costs.

**Council Options:**

1. Approve the draft ordinance as proposed
2. Approve the draft ordinance with changes
3. Do nothing

**Staff Recommendation:**

#1, if Council wishes to prohibit indoor furniture located at outdoor locations

**Recommended Motion:**

*I move to adopt Ordinance 16-O-\*\*\*\*, to amend Chapter 125 "Housing Regulations" by repealing and reenacting §125-10 "Responsibilities Of Owners And Occupants" to prohibit location or storage of furniture that is not designed for outdoor use in or on any open covered or uncovered porch, gazebo, or any other open structure on a residential property.*

**Attachments:**

**ORDINANCE**  
**OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK,**  
**MARYLAND, AMENDING CHAPTER 125 “HOUSING REGULATIONS” BY**  
**REPEALING AND REENACTING §125-10 “RESPONSIBILITIES OF OWNERS**  
**AND OCCUPANTS ” TO PROHIBIT LOCATION OR STORAGE OF**  
**FURNITURE THAT IS NOT DESIGNED FOR OUTDOOR USE IN OR ON ANY**  
**OPEN COVERED OR UNCOVERED PORCH, GAZEBO, OR ANY OTHER**  
**OPEN STRUCTURE ON A RESIDENTIAL PROPERTY**

**WHEREAS**, pursuant to §5-202 of the Local Government Article, Annotated Code of Maryland, the City of College Park (hereinafter, the “City”) has the power to pass such ordinances as it deems necessary to protect the health, safety and welfare of the citizens of the municipality and to prevent and remove nuisances; and

**WHEREAS**, Mayor and Council have adopted Housing Regulations to ensure the health and safety of the residents of the City, and certain procedures to enforce the Housing Regulations; and

**WHEREAS**, the Mayor and Council have determined that it is in the public interest to prohibit location or storage furniture that is not designed for outdoor use in or on any open covered or uncovered porch, gazebo, or any other open structure on a residential property.

**Section 1.** **NOW THEREFORE, BE IT ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland that Chapter 125 “Housing Regulations” §125-10 "Responsibilities of owners and occupants" be, and is hereby, repealed and reenacted with amendments to read as follows:

**§125-10 Responsibilities of owners and occupants**

A. – M. \* \* \* \*

N. It shall be unlawful for any property owner, renter, lessee or occupant to locate or store furniture which is not designed for outdoor use, or any household or commercial

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

items, including construction materials, any construction debris, including but not limited to gravel, dirt, sand, wood and cement, appliances, deadwood and hazardous materials, in any yard of any residential property. IT SHALL BE UNLAWFUL FOR ANY PROPERTY OWNER, RENTER, LESSEE OR OCCUPANT TO LOCATE OR STORE FURNITURE THAT IS NOT DESIGNED FOR OUTDOOR USE IN OR ON ANY OPEN COVERED OR UNCOVERED PORCH, GAZEBO, OR ANY OTHER OPEN STRUCTURE ON A RESIDENTIAL PROPERTY. For these purposes, "designed for outdoor use" shall mean furniture constructed of a material such as treated wood, treated fabric, plastic, metal, aluminum, vinyl or other material specifically designed to be resistant to the deteriorating effects of exposure to the elements. Furniture designed for outdoor use does not include furniture such as couches, sofas and chairs intended, as made evident by their construction, for indoor use. This subsection does not prohibit the placement of furniture, whether designed for indoor or outdoor use, within or under a permanent accessory structure, such as a covered porch or gazebo. Where a notice of violation is issued by a Code Enforcement Officer for a violation of this subsection, said notice shall give the property owner, renter or lessee, etc., seven days to correct the violation. Where a municipal infraction citation has been issued for a violation of this subsection, each calendar day following the issuance of said citation during which the violation continues uncorrected or recurs shall constitute a separate violation. Procedures for enforcement shall be as set forth in § 125-3C.

O. – P. \* \* \* \*

**Section 2. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that, upon introduction of this Ordinance, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall post at City Hall, to the official City website, to the City-maintained e-mail LISTSERV, and on the City cable channel, and if time permits, in any City newsletter, the proposed ordinance or a fair summary thereof together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council. The public hearing shall follow the publication by at least seven days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time.

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

The public hearing, hereby set for \_\_\_\_\_ P.M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard. After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. As soon as practicable after adoption, the City Clerk shall have a fair summary of the Ordinance and notice of its adoption published in a newspaper having a general circulation in the City of College Park and available at the City's offices. This Ordinance shall become effective on \_\_\_\_\_, 2016 provided that after its adoption, the City Clerk shall post at City Hall, to the official City website, to the City-maintained e-mail LISTSERV, on the City cable channel, and in any City newsletter, the ordinance or a fair summary thereof and shall have copies of the adopted Ordinance available at City offices.

**INTRODUCED** by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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

**EFFECTIVE** the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CAPS  
[Brackets]  
Asterisks \* \* \*  
Ordinance

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

**ATTEST:**

**CITY OF COLLEGE PARK**

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

\_\_\_\_\_  
Patrick L. Wojahn, Mayor

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

\_\_\_\_\_  
Suellen M. Ferguson, City Attorney

CAPS  
[Brackets]  
Asterisks \* \* \*  
Ordinance

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

# 9.1

## **Special Session:**

1. CB-93-2016, healthy requirements for vending machines on County, municipal and M-NCPPC property throughout Prince George's County.



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

**Prepared By:** Bill Gardiner  
Assistant City Manager

**Meeting Date:** 10/3/16

**Presented By:** Bill Gardiner

**Consent Agenda:** No

**Originating Department:** Administration

**Action Requested:** Council discussion and possible vote on County legislation CB-93-2016, which regulates food and beverage vending machines located on County and Municipal property.

**Strategic Plan Goal:** Goal 6: Excellent Services

**Background/Justification:**

CB-93-2016 has been introduced by Council Vice Chair Glaros and referred to the Health, Education, and Human Services Committee of the County Council. The legislation establishes healthy standards for all items offered in vending machines located in County, M-NCPPC, and municipal facilities. Public schools are not included, but are covered by requirements per federal nutrition guidelines. Other jurisdictions in the area have passed similar legislation.

**Fiscal Impact:** No financial impact.

**Council Options:**

- #1: Authorize the Mayor to send a letter to the County Council supporting CB-93-2016.
- #2: Authorize the Mayor to send a letter to the County Council requesting amendments to CB-93-2016.
- #3: Take no action at this time.

**Staff Recommendation:**

Option #1.

**Recommended Motion:**

I move that the Council authorize the Mayor to send a letter to the Prince George's County Council stating the City's support for CB-93-2016.

**Attachments:** CB-93-2016

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2016 Legislative Session**

Bill No. CB-93-2016

Chapter No. \_\_\_\_\_

Proposed and Presented by Council Member Glaros

Introduced by \_\_\_\_\_

Co-Sponsors \_\_\_\_\_

Date of Introduction \_\_\_\_\_

**BILL**

1 AN ACT concerning

2 Healthy Vending Requirements

3 For the purpose of regulating food and beverage vending machines located in Prince George's  
4 County.

5 BY adding:

6 SUBTITLE 12. HEALTH

7 DIVISION 10. HEALTHY VENDING REQUIREMENTS.

8 Sections 12-206, 12-207, 12-208, 12-209, 12-210,

9 12-211, 12-212 and 12-213

10 The Prince George's County Code

11 (2015 Edition).

12 WHEREAS, According to national health experts, more than 678,000 Americans die each  
13 year due to diseases linked to poor nutrition; and

14 WHEREAS, One-third of all White children and half of all African-American and Latino  
15 children born today will likely develop type 2 diabetes in their lifetimes, according to the US  
16 Department of Health and Human Services. Undiagnosed or uncontrolled diabetes can lead to  
17 debilitation, blindness, serious heart and kidney complications, amputations, and even death; and

18 WHEREAS, According to the American Academy of Pediatrics, the percentage of  
19 teenagers who were diagnosed with type 2 diabetes or pre-diabetes soared from 9% in 1999 to  
20 23% in 2008; and

21 WHEREAS, The Prince George's County Health Department reports that more than 60%

1 of deaths in the County are due to chronic diseases such as heart disease, cancer, stroke, and  
2 diabetes and that nationally, 75% of all health care dollars spent goes towards treating chronic  
3 diseases; and

4 WHEREAS, Prevention and management of chronic disease is essential for improving the  
5 overall health, life expectancy, and quality of life for all residents in the County; and

6 WHEREAS, The Maryland Department of Commerce reported that nearly 42,000 people  
7 reported being employed in some way by county and municipal governments in Prince George's  
8 County in 2015; and

9 WHEREAS, Prince George's County government alone spends \$95 million each year to  
10 fund its employee health insurance program and invests additional dollars in its employee  
11 wellness program. Reducing chronic diseases through improvements to the County's food  
12 environment may help improve employee health and reduce taxpayer costs; and

13 WHEREAS, According to the Centers for Disease Control and Prevention and other  
14 health experts, small steps, like making healthier food and beverages more widely  
15 available in government vending machines, can help reduce Type 2 diabetes, obesity, and  
16 other chronic diseases; and

17 WHEREAS, the Prince George's County Council is the Legislative Branch of Prince  
18 George's County Government and sits as the Board of Health to govern and guide County health  
19 policy; and

20 WHEREAS, the County Council as the Board of Health is authorized to enact laws for the  
21 protection and promotion of public health.

22 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,  
23 Maryland that Sections 12-206, 12-207, 12-208, 12-209, 12-210,  
24 12-211, 12-212 and 12-213 of the Prince George's County Code be and the same are hereby  
25 added:

26 **SUBTITLE 12. HEALTH.**

27 **DIVISION 10. HEALTHY VENDING REQUIREMENTS.**

28 **Sec. 12-208. Definitions.**

29 (a) As used in this Division.

30 (1) Vending machine shall mean a self-service machine offered for public use that,  
31 on insertion of a coin, paper, currency, token, card, or key, or by optional manual operation,

1 dispenses servings of food or beverages in bulk or in packages, or prepared by the machine,  
2 without the necessity of replenishing the device between each vended operation

3 (2) **Packaged** shall mean bottled, canned, securely bagged, or securely wrapped,  
4 whether packaged in a food establishment or a food processing plant.

5 (3) **Healthy Food Or Beverage Choices** shall mean a packaged food or beverage  
6 that meets the requirements to be a healthy food choice or a healthy beverage choice established  
7 in Section 12-211.

8 (4) **County and Municipal Property** shall mean any property owned, operated or  
9 managed by Prince George's County or any municipal government therein including but not  
10 limited to office buildings, parks, community or recreation centers, sporting facilities, libraries,  
11 and community colleges. County and Municipal Property does not include property owned or  
12 managed by the Prince George's County School System.

13 **Sec. 12-209. Applicability**

14 (a) This Division applies only to packaged food and beverages sold through vending  
15 machines located on:

16 (1) County and Municipal Property.

17 (2) Maryland-National Capital Park and Planning Commission managed property  
18 located in Prince George's County.

19 (b) This Division shall be implemented in accordance with federal, state, and local laws.

20 (c) The requirements of this Division shall apply 24 hours a day.

21 (d) If a food and beverage machine located on County and Municipal Property has  
22 been leased to a private entity, the Health Department shall encourage the tenant to meet the  
23 requirements of this Division.

24 **Sec. 12-210. Universal Vending Machine Requirements**

25 (a) The following criteria must be met by all items offered in vending machines.

26 (1) Any packaged food and beverage item offered shall contain no more than:

27 (A) 0.5 grams of trans-fat per serving; and

28 (B) 200 milligrams of sodium per package.

29 (2) Any beverage container offered shall contain no more than:

30 (A) 250 calories; and

31 (B) 20 fluid ounces.

32 **Sec. 12-211. Healthy Vending Standards**

1 (a) Healthy Food Choices shall meet the following specifications:

2 (1) Individual Healthy Food Choices offered in vending machines must meet the  
3 following criteria:

4 (A) No more than 200 calories per package;

5 (B) Less than 35% of total calories from fat except for foods containing 100%  
6 nuts or seeds with no added fats;

7 (C) Less than 10% of calories from saturated fat; and

8 (D) No more than 35% of calories from total sugars except for 1%, 2%, or  
9 non-fat dairy products, non-dairy milk products, fruits and vegetables.

10 (2) At least one healthy food choice offered must meet the Food and Drug  
11 Administration’s definition of “low sodium” (<140 milligrams per serving).

12 (3) Sugarless chewing gum and mints also meet healthy food choices specifications.

13 (b) Healthy Beverage Choices shall meet the following specifications:

14 (1) Individual Healthy Beverage Choices offered in vending machines must contain  
15 fewer than 40 calories per serving unless specified below.

16 (2) The following beverages also meet Healthy Beverage Choices nutritional  
17 standards even though they exceed 40 calories per serving: Fat-free milk; 1% low fat dairy milk;  
18 Calcium or vitamin D fortified soy milk with less than 200 calories per container; packages  
19 containing 12 ounces or less of 100% fruit juice, vegetable juice or fruit juice combined with  
20 water with no added caloric sweeteners and no more than 200 milligrams of sodium per  
21 container.

22 (3) Vegetable juice must contain <230 milligrams of sodium per serving.

23 **Sec. 12-212 . Healthy Vending Contract Requirements**

24 (a) All new vending machine service contracts and all vending machine service  
25 contract renewals entered into by covered entities in Section 12-209(a) on or after July 1, 2017  
26 must require that:

27 (1) At least 50% of the food and beverage items offered in vending machines meet  
28 the requirements listed in 12-211.

29 (b) All new vending machine service contracts and all vending machine service  
30 contract renewals entered into by covered entities in Section 12-209(a) on or after July 1, 2019  
31 must require that:

1           (1) At least 65% of the food and beverage items offered in vending machines meet the  
2 requirements listed in Section 12-211.

3           (c) The County Purchasing Department will ensure that all covered entities in Section 12-  
4 209(a) can use any resultant contract that the County enters into for vending services thereby  
5 extending the contract's pricing, terms, and conditions to help facilitate easy compliance with  
6 this Division.

7 **Sec. 12-213. Product Placement**

8           (a) Healthy Food or Beverage Choices shall:

9           (1) Be displayed in a way that is easily distinguishable from food and beverages that  
10 do not meet Healthy Vending Standards listed in Section 12-211; and

11           (2) Be stocked in positions with highest selling potential.

12           (b) Water without added caloric sweeteners is required to be stocked in beverage machines.

13           (c) Beverages that do not meet the Healthy Vending Standards listed in Section 12-211 shall  
14 be placed in positions with the lowest selling potential.

15 **Sec. 12-214. Pricing and Labeling**

16           (a) Food and beverage items that meet the Healthy Vending Standards in Section 12-211  
17 must be comparatively priced or less expensive than products that do not meet the standards.

18           (b) All vending machines shall display nutritional labeling that, at a minimum, complies  
19 with the standards for nutritional labeling set forth in 21 CFR, sections 101 and 109, as may be  
20 amended from time to time.

21 **Sec. 12-215. Compliance**

22           (a) To assist and oversee the implementation of the nutrition and procurement standards  
23 required by this Division, the Health Officer shall designate a staff person within the Department  
24 to disseminate information and train agency staff and vendors on the standards to support  
25 compliance.

26           (b) The Department shall monitor compliance and issue a report to the County Executive  
27 and County Council at least once every other year post enactment on the status of  
28 implementation. The report shall include:

29           (1) An assessment of agency compliance with this Division; and

30           (2) Successes, challenges, and barriers experienced in implementation; and

31           (3) Recommendations for improvement of the standards and compliance.

1 (c) Existing contracts, agreements, or other arrangements with vendors shall be modified as  
2 needed to bring them into compliance with this Division.

3 (d) Future requests for bids and contracts for the procurement or provision of covered  
4 food and beverages by or for entities listed in Section 12-209(a) shall incorporate the  
5 requirements of this Division. To facilitate monitoring and compliance with the requirements of  
6 this Division, future requests for bids and contracts for covered food and beverages shall require  
7 accurate and timely financial reports from vendors, provide for periodic reviews or audits of  
8 financial records, and include specific breach of contract and enforcement provisions relating to  
9 the requirements of this Division.

10 (e) From time to time but at least once every five (5) years, the Department shall  
11 review, and if necessary, suggest updates to the Healthy Vending Standards in Section 12-211 to  
12 reflect advancements in nutrition science, dietary data, new product availability, and/or updates  
13 to the Dietary Guidelines for Americans.

14 \* \* \* \* \*

15 SECTION 2. BE IT FURTHER ENACTED that the provisions of this Act are hereby  
16 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,  
17 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of  
18 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining  
19 words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this  
20 Act, since the same would have been enacted without the incorporation in this Act of any such  
21 invalid or unconstitutional word, phrase, clause, sentence, paragraph, subparagraph, subsection,  
22 or section.

23 SECTION 3. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
24 calendar days after it becomes law.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2016.

COUNTY COUNCIL OF PRINCE GEORGE'S  
COUNTY, MARYLAND

BY: \_\_\_\_\_  
Derrick Leon Davis  
Chairman

ATTEST:

\_\_\_\_\_  
Redis C. Floyd  
Clerk of the Council

APPROVED:

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Rushern L. Baker, III  
County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

Asterisks \*\*\* indicate intervening existing Code provisions that remain unchanged.

# 9.2

CB-84-2016, Outdoor Advertising Sign (Billboard) to include Digital Billboard.



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

**Prepared By:** Bill Gardiner  
Assistant City Manager

**Meeting Date:** 10/3/16

**Presented By:** Bill Gardiner

**Consent Agenda:** No

**Originating Department:** Administration

**Action Requested:** Council discussion and possible vote on County legislation CB-84-2016, which amends regulations of billboards and provides for digital billboards

**Strategic Plan Goal:** Goal 3: High quality development and reinvestment

**Background/Justification:**

CB-84-2016 has been referred to the Planning, Zoning, and Development committee of the Prince George's County Council. The bill includes "digital billboard" in the definition of "Sign, Outdoor Advertising (Billboard)". It allows a "static" billboard to be converted to a digital billboard without going through a Special Exception process, and also allows evidence other than a use and occupancy permit and an administrative process to be used for the application and permitting of billboards and the conversion of static billboards to digital billboards.

Billboards are a prohibited use in the County—the existing billboards are non-conforming structures and have been grandfathered in with the intent and expectation that all billboards would be phased-out as they age. This legislation extends the life of billboards by allowing the conversion to digital billboards, and is contrary to the intent of the Zoning Ordinance which made billboards non-conforming uses. Additionally, the lighting and changing images could create safety hazards to drivers.

**Fiscal Impact:** No financial impact.

**Council Options:**

- #1: Authorize the Mayor to send a letter to the County Council opposing CB-84-2016.
- #2: Authorize the Mayor to send a letter to the County Council requesting specific amendments to CB-84-2016.
- #3: Take no action at this time.

**Staff Recommendation:**

Option #1.

**Recommended Motion:**

I move that the Council authorize the Mayor to send a letter to the Prince George's County Council stating the City's opposition to CB-84-2016.

**Attachments:** CB-84-2016

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**SITTING AS THE DISTRICT COUNCIL**  
**2016 Legislative Session**

Bill No. \_\_\_\_\_ CB-84-2016 \_\_\_\_\_

Chapter No. \_\_\_\_\_

Proposed and Presented by Council Members Harrison, Franklin, Turner

Introduced by \_\_\_\_\_

Co-Sponsors \_\_\_\_\_

Date of Introduction \_\_\_\_\_

**ZONING BILL**

1 AN ORDINANCE concerning

2 Outdoor Advertising Signs

3 For the purpose of amending the definition of Outdoor Advertising Sign (Billboard) to include  
4 Digital Billboard, generally amending regulations for Outdoor Advertising Signs, and providing  
5 additional standards for Digital Billboards.

6 BY repealing and reenacting with amendments:

7 Sections 27-107.01, 27-242, 27-244, 27-384, 27-592, 27-593 and  
8 27-606,

9 The Zoning Ordinance of Prince George's County, Maryland,  
10 being also

11 SUBTITLE 27. ZONING.

12 The Prince George's County Code  
13 (2015 Edition).

14 BY adding:

15 Section 27-630.03,  
16 The Zoning Ordinance of Prince George's County, Maryland,

17 being also

18 SUBTITLE 27. ZONING.

19 The Prince George's County Code

20 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,

21 Maryland, sitting as the District Council for that part of the Maryland-Washington Regional

1 District in Prince George's County, Maryland, that Sections 27-107.01, 27-242, 27-244,  
2 27-384, 27-592, 27-593 and 27-606 of the Zoning Ordinance of Prince George's County,  
3 Maryland, being also Subtitle 27 of the Prince George's County Code, be and the same are  
4 hereby repealed and reenacted with the following amendments:

5 **SUBTITLE 27. ZONING.**

6 **PART 2. GENERAL.**

7 **DIVISION 1. DEFINITIONS.**

8 **Sec. 27-107.01. Definitions.**

9 \* \* \* \* \*

10 (213) **Sign, Outdoor Advertising (Billboard):** A "Sign" (including " Bulletin", [and]"Poster  
11 Panel", and "Digital Billboard") which directs attention to a business, commodity, service,  
12 entertainment, event, or other activity conducted, sold, or offered elsewhere than upon the  
13 property on which the "Sign" is located. The term also means a permanent "Sign" advertising  
14 the sale, lease, rental, or designation of real estate located elsewhere than on the property upon  
15 which the "Sign" is located. A "Bulletin" is an "Outdoor Advertising Sign" having an area  
16 greater than three hundred (300) square feet. A "Poster Panel" is an "Outdoor Advertising Sign"  
17 which generally has panels of poster paper attached to it, and an area not greater than three  
18 hundred (300) square feet. (See Figure 25.) A Digital Billboard is an "Outdoor Advertising  
19 Sign" utilizing digital message technology, capable of changing the static message or copy on  
20 the sign electronically. A Digital Billboard may be internally or externally illuminated. Digital  
21 Billboards shall contain static messages only, and shall not have animation, movement, or the  
22 appearance or optical illusion of movement, of any part of the sign structure. Each static message  
23 shall not include flashing or the varying of light intensity.

24 \* \* \* \* \*

25 **SUBTITLE 27. ZONING.**

26 **PART 3. ADMINISTRATION.**

27 **DIVISION 6. NON CONFORMING BUILDING, STRUCTURES, AND USES.**

28 **SUBDIVISION 1. GENERAL REQUIREMENTS AND PROCEDURES.**

29 **Sec. 27-242. Alteration, extension, or enlargement.**

30 \* \* \* \* \*

31 (b) **Exceptions.**

32 \* \* \* \* \*

1           (14) Digital Billboard

2           (A) The relocation, alteration, reconstruction, enlargement, or extension of a  
3 billboard in order to convert it into a digital billboard does not require a special exception,  
4 provided that it meets the requirements of Section 27-630.03.

5 \*           \*           \*           \*           \*           \*           \*           \*           \*  
6 **Sec. 27-244. Certification.**

7 \*           \*           \*           \*           \*           \*           \*           \*           \*  
8           **(b) Application for use and occupancy permit.**

9 \*           \*           \*           \*           \*           \*           \*           \*           \*  
10           (D) A copy of a valid use and occupancy permit issued for the use prior to the  
11 date upon which it became a nonconforming use, if the applicant possesses one.

12           (E) In the case of outdoor advertising signs, the requirements of Section  
13 27-244(b) (2) (B) are not applicable. Documentary evidence, including, but not limited to deeds,  
14 tax records, business records, approved plats or development plans, permits, public utility  
15 installation or payment records, photographs, and sworn affidavits, showing that the outdoor  
16 advertising sign was constructed prior to and has operated continuously January 1, 2002.

17 \*           \*           \*           \*           \*           \*           \*           \*           \*  
18           **(d) Administrative review.**

19           (1) Except for outdoor advertising signs, [I] if a copy of a valid use and occupancy  
20 permit is submitted with the application, where applicable a request is not submitted for the  
21 Planning Board to conduct a public hearing, and, based on the documentary evidence presented,  
22 the Planning Board's authorized representative is satisfied as to the commencing date and  
23 continuity of the nonconforming use, the representative shall recommend certification of the use  
24 as nonconforming for the purpose of issuing a new use and occupancy permit identifying the use  
25 as nonconforming. This recommendation shall not be made prior to the specified date on which  
26 written comments and/or requests for public hearing are accepted.

27           (2) For outdoor advertising signs, if satisfactory documentary evidence described in  
28 Section 27-244(b)(2)(E) is received the Planning Board's authorized representative shall  
29 recommend certification of the use as nonconforming for the purpose of issuing applicable  
30 permits and certifying the use as nonconforming. This recommendation shall not be made prior  
31 to the specified date on which written comments and/or requests for public hearing are accepted.

32           [(2)] (3) Following a recommendation of certification of the use as nonconforming, the

1 Planning Board's authorized representative shall notify the District Council of the  
2 recommendation.

3 [(3)] (4) If the District Council does not elect to review the recommendation within  
4 thirty (30) days of receipt of the recommendation as authorized by Subsection (e), below, the  
5 representative shall certify the use as nonconforming.

6 [(4)] (5) Subsections [(2)] (3) and [(3)] (4) , above, and Subsection (e), below, shall not  
7 apply to uses that, with the exception of parking in accordance with Section 27-549, occur solely  
8 within an enclosed building.

9 \* \* \* \* \*

10 **SUBTITLE 27. ZONING.**

11 **PART 4. SPECIAL EXCEPTIONS.**

12 **DIVISION 3. ADDITIONAL REQUIREMENTS FOR SPECIFIC SPECIAL**  
13 **EXCEPTIONS.**

14 **Sec. 27-384. Nonconforming buildings, structures, and uses; alteration, enlargement,**  
15 **extension, or reconstruction.**

16 (a) The alteration, enlargement, extension, or reconstruction of any nonconforming  
17 building or structure, or certified nonconforming use (except those certified nonconforming uses  
18 not involving buildings, those within the Chesapeake Bay Critical Area Overlay Zones as  
19 specified in paragraph 7, below, unless otherwise provided, and except for outdoor advertising  
20 signs, may be permitted subject to the following:

21 \* \* \* \* \*

22 **SUBTITLE 27. ZONING.**

23 **PART 12. SIGNS.**

24 **DIVISION 1. GENERAL**

25 **Sec. 27-592. Illumination.**

26 (a) The light from any illuminated sign shall be shaded, shielded, or directed so that the  
27 light intensity does not adversely affect surrounding areas.

28 (b) Signs which flash or blink, or which have varying intensity of illumination on less than  
29 a five (5) second cycle, are prohibited.

30 (c) The illumination or glare from a sign shall not shine directly onto a street so as to  
31 constitute a hazard to motorists.

1 (d) In the I-3 Zone, the exterior spotlighting of signs is allowed, provided the lighting is  
2 directed only to the sign.

3 (e) Notwithstanding the requirements of this section, Digital Billboards shall be subject to  
4 the illumination standards in Section 27-630.03 below.

5 **Sec. 27-593. Prohibited signs.**

6 (a) The following signs are prohibited:

7 \* \* \* \* \*

8 (13) Outdoor advertising signs (billboards) [.] , except those nonconforming outdoor  
9 advertising signs certified pursuant to Section 27-244(b) (E).

10 **SUBTITLE 27. ZONING.**

11 **PART 12. SIGNS.**

12 **DIVISION 2. ADMINISTRATION.**

13 **SUBDIVISION 2. NONCONFORMING USE SIGNS AND NONCONFORMING SIGNS.**

14 **Sec. 27-606. Alteration.**

15 (a) Applicability.

16 \* \* \* \* \*

17 (2) Other nonconforming signs (including [o]Outdoor [a]Advertising [s]Signs) may  
18 be maintained, structurally altered, repaired, replaced, or relocated in conformance with Part 3,  
19 Division 6.

20 \* \* \* \* \*

21 SECTION 2. BE IT FURTHER ENACTED by the County Council of Prince George's  
22 County, Maryland, sitting as the District Council for that part of the Maryland-Washington  
23 Regional District in Prince George's County, Maryland, that Section 27-630.03 of the Zoning  
24 Ordinance of Prince George's County, Maryland, being also Subtitle 27 of the Prince George's  
25 County Code, be and the same is hereby added:

26 **SUBTITLE 27. ZONING.**

27 **PART 12. SIGNS.**

28 **DIVISION 3. DESIGN STANDARDS.**

29 **SUBDIVISION 2. SIGNS FOR SPECIFIC USES.**

30 **Sec. 27-630.03. Digital Billboards.**

31 (a) Digital Billboards are allowed in non-residential zones subject to the following  
32 requirements:

1           (1) Minimum display time. Each message on the sign must be displayed a minimum of  
2 six (6) seconds.

3           (2) Digital Billboards shall not operate at brightness levels of more than 0.3 foot  
4 candles above ambient light, as measured using a foot candle meter at a pre-set distance.

5           (3) Pre-set distances to measure the impact of foot candles vary by size and viewing  
6 distance. Measurement distance criteria:

<u>Display Size</u>	<u>Measurement</u>
<u>12'x 25'</u>	<u>150'</u>
<u>10'6"x 36'</u>	<u>200'</u>
<u>14'x 48'</u>	<u>250'</u>

7           (4) Each display must have a light sensing device to adjust the brightness as ambient  
8 light conditions change.

9           (b) The technology currently used for digital billboards is LED (light emitting diode), but  
10 alternate, preferred and superior technology may be available in the future. Any other technology  
11 that operates under the maximum brightness stated in (2) above may be permitted upon review  
12 and approval by the Building Official.

13           (c) The main display area of the sign shall be not more than six hundred seventy-five (675)  
14 square feet, excluding cabinetry or trim.

15           (d) Notwithstanding any other provisions of this Subtitle, Digital Billboards shall have a  
16 minimum front setback of ten (10) feet from the property line, a minimum side setback of five  
17 (5) feet from the property line and be located within fifteen (15) feet of the previous billboard's  
18 location.

19           (e) No Digital Billboard shall be located within five hundred (500) feet of an existing  
20 outdoor advertising sign.

21           (f) No Digital Billboard shall be located where it prevents a motorist from having an  
22 unobstructed view of official traffic signs or controls, and approaching or merging traffic.

23           (g) The height of the Digital Billboard shall be not more than forty-five (45) feet above the  
24 finished grade at the base of the sign, or with respect to signs oriented toward an abutting  
25 elevated street, not more than forty-five (45) feet above the pavement of that street, whichever is  
26 greater.

27           (h) If the Digital Billboard becomes obstructed from view on the abutting street it is  
28 oriented toward, the permit may be revised by applying to the Department of Permitting,

1 Inspections, and Enforcement (DPIE). If DPIE finds that the existing outdoor advertising sign is  
2 higher than forty-five (45) feet or that the Digital Billboard is obstructed from view, the height  
3 limit may be raised to fifty-five (55) feet above the finished grade at the base of the sign, or to  
4 fifty (50) feet above the pavement of the abutting elevated street, whichever is greater.

5 (i) If, at the time of application for the sign permit, a building permit has been issued for an  
6 adjacent property which would cause an obstruction of the proposed Digital Billboard, the height  
7 of the Digital Billboard may be increased, with the permission of DPIE, not to exceed the  
8 applicable increased height limit specified in Paragraph (g), above.

9 (j) Digital Billboards shall also conform to all applicable State and Federal regulations.

10 (k) The landscaping and screening provisions of Parts 6 and 7 shall not apply to a lot or  
11 parcel solely occupied by a Digital Billboard. Landscaping shall be provided around the base of  
12 the sign in accordance with the provisions of the Landscape Manual.

13 (l) Owners of Digital Billboards may remove the digital units from the billboard's  
14 supporting structure. During the temporary (not exceeding one (1) year) periods where there are  
15 no digital units, the sign owner shall be permitted to operate the sign faces as traditional, static  
16 type.

17 SECTION 3. BE IT FURTHER ENACTED that applications for the certification of  
18 outdoor advertising signs in existence as of January 1, 2002 shall be filed no later than  
19 December 31, 2021.

20 SECTION 4. BE IT FURTHER ENACTED that the provisions of this Ordinance are  
21 hereby declared to be severable; and, in the event that any section, subsection, paragraph,  
22 subparagraph, sentence, clause, phrase, or word of this Ordinance is declared invalid or  
23 unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall  
24 not affect the remaining words, phrases, clauses, sentences, subparagraphs, paragraphs,  
25 subsections, or sections of this Ordinance, since the same would have been enacted without the  
26 incorporation in this Ordinance of any such invalid or unconstitutional word, phrase, clause,  
27 sentence, subparagraph, subsection, or section.

28 SECTION 5. BE IT FURTHER ENACTED that this Ordinance shall take effect forty-five  
29 (45) calendar days after its adoption.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2016.

COUNTY COUNCIL OF PRINCE GEORGE'S  
COUNTY, MARYLAND, SITTING AS THE  
DISTRICT COUNCIL FOR THAT PART OF  
THE MARYLAND-WASHINGTON REGIONAL  
DISTRICT IN PRINCE GEORGE'S COUNTY,  
MARYLAND

BY: \_\_\_\_\_  
Derrick Leon Davis  
Chairman

ATTEST:

\_\_\_\_\_  
Redis C. Floyd  
Clerk of the Council

**KEY:**

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

Asterisks \*\*\* indicate intervening existing Code provisions that remain unchanged.

# 10

## Requests For/Status of Future Agenda items



TO: Mayor, City Council, City Manager and Department Directors  
FROM: Janeen S. Miller, City Clerk  
DATE: September 28, 2016  
RE: Future Agendas

The following items are tentatively placed on future agendas. This list has been prepared by the City Manager and me, and represents the current schedule for items that will appear on future agendas.

### **OCTOBER 11, 2016 REGULAR MEETING, FOLLOWED BY A WORKSESSION**

Presentation: SHA Presentation on the noise study report for the Greenbelt Metro Interchange Project

Presentation: Update on the Strategic Plan (20) – Bill Gardiner, Assistant City Manager

Approval of Detailed Site Plan for LIDL (follow up to the September 20 W/S)

WORKSESSION: Discussion with University of Maryland representatives about their full plan of parking reductions and the impact to the City (20) (Delayed from September 20, 2016 W/S)  
Guest: David Allen, UMD Department of Transportation

WORKSESSION: Discussion of legislative priorities – Bill Gardiner, Assistant City Manager

WORKSESSION: Revisions to resolution establishing the Neighborhood Quality of Life Committee – Councilmembers Stulich and Brennan, and Bill Gardiner, Assistant City Manager (20)

### **OCTOBER 18, 2016 WORKSESSION**

09-07-16: Request by the College Park Ethics Commission for an amendment to Chapter 38 of the City Code (requested early on the agenda)

08-12-16: EZ Storage Detailed Site Plan, 5151 Branchville Road – Miriam Bader, Senior Planner

08-24-16: Detailed Site Plan for Honda dealership – Terry Schum, Director of Planning

08-08-16: Update from the College Park City University Partnership – Eric Olson, Executive Director, CPCUP

Proposed amendments to the Fence Ordinance and discussion about the APC's suggestion that the City provide financial incentives to residents to promote the use of fence materials other than chain link (15)

05-04-16: Comprehensive review of City fines – request of Councilmember Brennan (Finance and Public Services)

06-07-16: Review of proposed revisions to Chapter 184 regarding the 48-hour prohibited parking rule – Suellen Ferguson, Bob Ryan and Jim Miller (follow up from June 7 W/S) (15)

09-06-16: Discussion of emeritus/alumni status for certain Board/Committee members

08-29-16: Agenda items for October 27 Four Cities Meeting in Greenbelt

06-22-16: Request to abandon City R-O-W for the portion of Pontiac Street between Patuxent Avenue and Rhode Island Avenue – Terry Schum and Steve Halpern (20)

### **OCTOBER 25, 2016 REGULAR MEETING**

Introduction of FY '17 Budget Amendment #1 (to include OPH 200<sup>th</sup> Anniversary Celebration, City Hall generators, development consultant) – Finance Department

### **NOVEMBER 1, 2016 WORKSESSION**

03-24-15: Review of the City's Emergency Preparedness Plan (**may include a closed session**) – Bob Ryan, Director of Public Services (3 hours?)

Discussion of policy/procedure about responding to letters (20)

Discussion of Ordinance 16-O-07 (follow up from September 27) – Bob Ryan, Director of Public Services

Award of Community Services Grants – Gary Fields, Director of Finance

### **NOVEMBER 15, 2016 REGULAR MEETING**

09-28-16: Small Business Saturday Proclamation

09-28-16: Award of Contract for Sound Barrier Removal Project

09-30-16: Recognition of National American Indian Heritage Month

### **DECEMBER 6, 2016 WORKSESSION**

Auditor presentation on the FY16 CAFR

07-05-16: Discussion of community garden and dog park in north College Park - Councilmembers Kabir and Nagle (20)

### **DECEMBER 13, 2016 REGULAR MEETING**

### **PENDING AGENDA ITEMS**

- 03-08-12: Trolley Trail negotiations – Suellen Ferguson, City Attorney
- 01-07-14: Model Public Participation Ordinance and community engagement – Mayor Wojahn
- 10-06-15: I-495 and Route 1 intersection safety improvements – SHA
- 10-20-15: Presentation of alternatives for Greenbelt Road at Rhode Island Avenue intersection – Venu Nemani, SHA District Engineer (if needed)

### **MASTER LIST**

- 03-15-16: Discussion of drainage in the City – request of Councilmember Nagle
- 04-25-16: Business and development incentives for North College Park – request of Councilmember Kabir
- 05-04-16: Discussion of a “homeowners’ resources” fund to provide long-term loans to homeowners for home improvements that would be secured by a lien – request of Councilmember Nagle
- 06-07-16: Report from staff about how we are addressing issues of language barriers with our residents – request of Councilmember Kabir
- Business Recycling (from FY '17 budget W/S)
- 07-06-16: Report on usage-based trash pricing – CBE Workgroup report
- 07-05-16: Annual presentation from SHA on projects in the City (spring)
- 07-13-16: Comments on Module 2 (Subdivision and Development Regulations) of the County Zoning Rewrite – Terry Schum, Director of Planning
- 06-01-16: Review and discussion of Sections 184.43-44 Non-resident parking permits – Scott Somers, City Manager (15)
- 08-10-16: Prohibiting sleeping in vehicles on City streets
- 08-15-16: Status of the US Route 1 rebuild
- 08-24-16: Report on Compensation and Classification Study and Discussion about compensation philosophy – Jill Clements, Director of Human Resources
- 08-24-16: Presentation on 2016 Resident Survey – Bill Gardiner, Assistant City Manager
- 08-31-16: Award of contract for police services study – Bob Ryan, Director of Public Services
- 09-06-16: Every September – Discuss Homestead Tax Credit Rate
- 09-06-16: Review number of cars per home and number of renters per home (Cook)
- 09-06-16: Comprehensive parking study (joint with UMD) (Wojahn)
- 09-06-16: Creation of a public art fund (Brennan)
- 09-09-16: Discussion of Post Office issues (if needed)

09-14-16: City philosophy on abandonment of rights of way

Review of Maryland Department of Transportation FY'2018 Comprehensive Transportation Program (road show is November 10 at 2:00 p.m.)

Comprehensive discussion of proposed development and the ability of our infrastructure to support it (30)

09-20-16: Resolution to establish a Committee on Senior Services/Aging in Place (need better title)

09-20-16: Volunteer database or volunteer coordination?

09-20-16: Survey of residents' transportation needs?

**Budget Parking Lot:**

**FY 2015:**

1. Public Services-Admin performance measure #2 (response within 1 business day)  
(Wojahn): Worksession follow-up (Bob Ryan)

**FY 2016:**

2. Performance Measures

**FY 2017:**

3. Amendment of City Code to allow a parking ban for snow removal or street cleaning
4. Subsidy of resident membership in mbike

# 11

## Appointments to Boards and Committees

**City of College Park**  
**Board and Committee Appointments**

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

<b>Advisory Planning Commission</b>			
Appointee	Represents	Appointed by	Term Expires
Larry Bleau 7/9/02	District 1	Mayor	01/19
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
Denise Mitchell 08/09/16	District 4	Mayor	08/19
John Rigg 01/12/16	District 3	Mayor	01/19
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.			

<b>Airport Authority</b>			
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	03/19
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, for three-year terms. 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.			

<b>Animal Welfare Committee</b>			
Appointee	Resides in	Appointed by	Term Expires
Dave Turley 3/23/10	District 1	M&C	04/19
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
Christiane Williams 03/22/16	District 1	M&C	03/19
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.			

<b>Board of Election Supervisors</b>			
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
VACANT	District 3	M&C	03/17
Maria Mackie 08/12/14	District 4	M&C	03/17
<p>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.</p>			

<b>Cable Television Commission</b>			
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
VACANT		Mayor	
Normand Bernache 09/23/14	District 4	Mayor	09/17
<p>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.</p>			

<b>Candidates' Debate Workgroup</b>			
Appointee	Resides in	Appointed by	Term Expires
			The Workgroup will be discharged once their recommendations are presented to the City Council
Janeen S. Miller, City Clerk			
Suellen M. Ferguson, City Attorney			
Jack Robson, Chief, BOES			
<p>Created 09/27/16 by Resolution 16-R-25. Up to 8 appointees who shall be residents, plus the City Clerk, City Attorney and Chief of the BOES. Workgroup shall select a chair from the members and get advice from the League of Women Voters. Liaison: City Clerk's Office</p>			

<b>College Park City-University Partnership</b>			
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
Ken Ulman	Class A Director	UMD President	06/30/19
Brian Darmody	Class A Director	UMD President	06/30/17
Patrick L. Wojahn (01/12/16)	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	06/30/19
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	06/30/19
<p>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.</p>			

<b>Citizens Corps Council</b>			
Appointee	Represents	Appointed by	Term Expires
VACANT		M&C	
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
Marilyn Morin 04/12/16		M&C	04/19
<p>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.</p>			

<b>Committee For A Better Environment</b>			
Appointee	Resides in	Appointed by	Term Expires
Janis Oppelt 8/8/06	District 1	M&C	01/19
Suchitra Balachandran 10/9/07	District 4	M&C	01/17
Donna Weene 9/8/09	District 1	M&C	01/19
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
Alan Hew 01/12/16	District 4	M&C	01/19
Daniel Walfield 02/23/16	District 1	M&C	02/19
Todd Larsen 03/22/16	District 2	M&C	03/19
Melissa Avery 04/12/16	District 4	M&C	04/19
Sarah D'Alexander 09/27/16	District 1	M&C	09/19
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.			

<b>Education Advisory Committee</b>			
Appointee	Represents	Appointed by	Term Expires
Charlene Mahoney 12/11/12	District 2	M&C	02/17
Alethea Ten Eyck-Sanders 11/10/15	District 3	M&C	11/17
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
Kendra Goodson 07/12/16	District 1	M&C	07/18
Peggy Wilson 6/8/10	UMCP	UMCP	05/16
Dawn Powers 1/26/16	District 2	M&C	01/18
David Toledo 04/25/16	District 1	M&C	04/18
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.			

<b>Ethics Commission</b>			
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	01/18
Robert Thurston 9/13/05	At Large	Mayor	03/18
Alan C. Bradford 1/23/96	At-Large	Mayor	11/17
Frank Rose 05/08/12	At-Large	Mayor	03/18
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.			

<b>Housing Authority of the City of College Park</b>			
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>			

<b>Dr. Martin Luther King, Jr. Tribute Committee</b>			
Appointee	Represents	Appointed by	Term Expires
Anita Wolley 09/27/16	District 2	M&C	09/19
Lilla Sutton 09/27/16	District 2	M&C	09/19
Dottie Chicquelo	Non-resident	M&C	09/19
		M&C	
<p>Between five and nine members, appointed by the Mayor and Council for three-year terms. The Committee shall appoint the Chair and Vice-Chair from among their membership annually. A quorum will consist of a majority of the appointed members. The Committee may work with partners such as the University of Maryland, the Maryland National Capital Park and Planning Commission, local schools and faith communities, and others as appropriate, in planning the event. Liaison: Public Services</p>			

<b>Neighborhood Quality of Life Committee</b>			
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	UMD Administration – Rep 4	University	04/16

Community Engagement)			
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
Denise Mitchell 02/23/16	City Resident 4	City Council	02/18
Bob Schnabel	City Resident 5	City Council	08/17
VACANT	City Resident 6	City Council	
Cole Holocker	UMD Student 1	City Council	11/16
Adler Pruitt	UMD Student 2	City Council	09/17
VACANT	UMD Student 3	City Council	
Ian Henderson 02/23/16	UMD Student 4	IFC	02/18
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. Bill Alexander	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	05/18
Richard Biffl	Rental Property Owner	City Council	02/16
Paul Carlson	Rental Property Owner	City Council	05/18
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.			

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

<b>Noise Control Board</b>			
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	04/20
Alan Stillwell 6/10/97	District 3	Council, for District 3	09/20
Suzie Bellamy	District 4	Council, for District 4	12/16
Adele Ellis 04/24/12	Mayoral Appt	Mayor	08/20
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>			

<b>Recreation Board</b>			
Appointee	Lives In	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 1	M&C	02/17
Adele Ellis 9/13/88	District 3	M&C	02/17
Barbara Pianowski 3/23/10	District 4	M&C	05/17
Judith Oarr 05/14/13	District 4	M&C	05/19
Bettina McCloud 1/11/11	District 1	M&C	02/17
David Toledo 04/25/16	District 1	M&C	04/19
Stuart Adams 05/24/16	District 3	M&C	05/19
VACANT		M&C	
<p>City Code Chapter 15 Article II: Effective 2/2/16: 10 members appointed by the Mayor and Council for three-year terms with a goal of representation from each district. The Chairperson will be chosen from among and by the district appointees. Not a compensated committee. Additional participants include the University of Maryland liaison and the M-NCPPC liaison. Liaison: Public Services.</p>			

<b>Tree and Landscape Board</b>			
Member	Represents	Appointed by	Term Expires
Christine O'Brien 08/11/15	Citizen	M&C	08/17
John Krouse	Citizen	M&C	10/16
VACANT	Citizen	M&C	
VACANT	Citizen	M&C	
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 residents appointed by M&C, 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.

<b>Veterans Memorial Committee</b>			
Appointee	Represents	Appointed by	Term Expires
Joseph Ruth 11/7/01	VFW	M&C	01/19
Blaine Davis 10/28/03	American Legion	M&C	01/19
Rita Zito 11/7/01		M&C	12/18
Doris Davis 10/28/03		M&C	01/19
Arthur Eaton		M&C	11/16
Seth Gomoljak 11/6/14		M&C	11/17
VACANT			
VACANT			
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.