TUESDAY, MARCH 5, 2019  
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.  

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<thead>
<tr>
<th>Time</th>
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<tr>
<td>7:30</td>
<td>CALL TO ORDER</td>
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<td>CITY MANAGER’S REPORT</td>
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<td>AMENDMENTS TO AND APPROVAL OF THE AGENDA</td>
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**Discussion Items**  

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<tr>
<td>7:35</td>
<td>Presentation on the Youth and Family Services program (40)</td>
<td>Peggy Higgins, Director of Youth, Family and Senior Services</td>
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| 8:15  | Debrief of 2018 Farmers Markets and Discussion of 2019 Markets including Market Manager Contract (30)  
 Guest: Julie Beavers, Market Manager | Ryan Chelton, Economic Development Coordinator |
<p>| 8:45  | Review of proposed changes to the noise ordinance resulting from December 4 Worksession discussion (15) | Bob Ryan, Director of Public Services |
| 9:00  | Discussion of possible consolidation of some National Night Out events in the future (15) | Bob Ryan, Director of Public Services |
| 9:15  | Discussion and possible approval of a Memorandum of Understanding with State Highway Administration regarding pedestrian lights on US 1 between College Avenue and 193 – <strong>Possible Special Session (15)</strong> | Bill Gardiner, Assistant City Manager |</p>
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<td>9:30</td>
<td>6</td>
<td>Discussion of legislation – Possible Special Session for approval of matters related to time-sensitive legislation (10)</td>
<td>Bill Gardiner, Assistant City Manager</td>
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<td>9:40</td>
<td>7</td>
<td>Appointments to Boards and Committees including next week’s appointment of the Board of Election Supervisors, selection of the Chief, and compensation for the Board, for the next two-year term</td>
<td>Mayor and Council</td>
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<td>8</td>
<td>Requests for/Status of Future Agenda items</td>
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<td>9:50</td>
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<td>Mayor and Councilmember Comments</td>
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<td>9:55</td>
<td>10</td>
<td>City Manager’s Comments</td>
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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
Presentation on Youth and Family Services Program
Youth, Family and Senior Services

Originating Department: Youth, Family and Senior Services

Issue Before Council: Overview of City of College Park’s youth and family services program

Strategic Plan Goal: Goal 6 - Excellent Services

Background/Justification:
This presentation provides an overview of the City’s youth and family services program. Detailed information is provided in attachment #1.

The mission of the City of the College Park Youth and Family Services program is to serve College Park children and families through quality culturally-responsive clinical services and community-based programs that strengthen children’s well-being and family relationships.

As one of Maryland’s 15 Youth Services Bureaus*, the City of College Park Youth and Family Services, through its mental health services, provides effective juvenile delinquency diversion treatment and family disruption services and promotes positive youth development aimed at developing competent youth who can become responsible and productive members of society.

The counseling staff partners with each family to tailor a course of treatment that fits their individual needs and fosters positive change for their youth and family. The philosophical underpinning of the counseling program is to respect each family members’ perspective, strengthen the positive aspects of family member and peer relationships, decrease parent-child relationship stress, and support healthy behaviors and emotional growth.

In addition to its core counseling program, College Park Youth and Family Services provides a number of additional programs to promote positive youth development. They are:

- Graduate Internship Program
- Hispanic Parent Support Group
- Hungry Intervention Program
- Halloween Thing
- M-NCPPC Expressions Camp partner
- Advanced Clinical Sand Therapy Program
- Lakeland STARS
- If I Were Mayor/MML Program
- Spring Egg Hunt
- Holiday Initiatives

Holiday Initiatives are the collection and distribution of:

- Thanksgiving baskets/Friends Community School
- UMD Terp Toy Drive
- Christmas food boxes/Prince George’s Sheriff Dept
- One Warm Coat Drive
- Adopt-a-Family
- Bicycles/College Park Vol Fire Dept

(*Youth Services Bureaus are a state and local government partnership to provide delinquency diversion treatment services, primarily mental health services along with additional ancillary services, that strengthen children’s well-being and family relationships.)
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<td>#1 Overview: City of College Park Youth and Family Services Programs</td>
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Overview of City of College Park Youth and Family Services Programming

Prepared by Peggy Higgins, LCSW-C, Director
City of College Park Youth, Family and Senior Services
March 2019

Vision/Services/Mission
The mission of the City of College Park’s Youth and Family Services program is to serve families through quality, culturally-responsive clinical services and community-based programs that strengthen children’s well-being and family relationships.

College Park Youth and Family Services is an active member of the Maryland Association of Youth Service Bureaus (MAYSB), an organization dedicated to serving as a positive force in improving the lives and well-being of children in the state of Maryland and works to keep State legislators apprised of the importance of community-based mental health services and work of the 15 Youth Services Bureaus across the State.

Youth and Family Services Counseling Program
Services provided in both English and Spanish.

We have success with youth experiencing:

- Anxiety/Sadness
- Crisis and Trauma
- Attention/Focus Difficulties
- Aggression/Anger
- Family Conflict
- Self-Harming Behaviors
- Delinquent Behaviors
- Social Challenges
- Poor Decision-Making
- Abuse
- HIV/AIDS
- Bullying Behavior
- Autism Spectrum
- LGBTQ Issues
- School Suspensions
- Truancy
- Grief/Loss
- Separation/Divorce
- Death and Dying

Since the clinical program’s launch in 1972, over 4,000 children and their parents have been helped to improve their relationships and to move toward the lives they want.

2018
In addition to clinical services being provided in the office setting, three groups were conducted for the elementary school children at Hollywood Elementary and a Theraplay Sunshine Group for 4-year-olds at College Park Nursery.
Number Served/Age of Youth Served/Outcome Measures
120 youth and their families received counseling services. Additional youth and their families received brief services and/or substance abuse assessments. 37 of these youth and their families received crisis services, 11 of the youth for suicidal ideation.

Outcomes
- High engagement rate – 93% of families who came to a first session attended at least four sessions. Only 4% of scheduled sessions scheduled throughout the year resulted in no attendance with no notice (no shows).
- 100% of parents responding to end-of-treatment survey reported satisfaction with counseling services.
- 85% youth of completing treatment and assessed through the Child Adolescent Functional Assessment Scale showed improvement in functioning. 80% showed “measurable and meaningful improvement” improving by 20 points or more.
- 95% of youth ending counseling in 2016 had no contact with the Department of Juvenile Services two years after counseling ended (2018).

The industry standard for effectiveness of mental health treatment is 60% of those served. The impact to children of Youth and Family Services counseling services, excerpts from a teen’s testimony before the General Assembly regarding College Park Youth and Family Services’ clinical services as well as parent and child comments are detailed in Addendum A.

PHILOSOPHICAL APPROACH/CLINICAL THERAPY MODELS
Parents calling for counseling services are often discouraged, worried, frustrated. Their child may be having difficulty with relationships, struggling in school, difficulty adjusting to a significant family change or have experienced trauma.
The counseling staff partners with each family to tailor a course of treatment that fits their individual needs and fosters positive change for their youth and family. The philosophical underpinning of the counseling program is to respect each family members’ perspective, strengthen the positive aspects of family member and peer relationships, decrease parent-child relationship stress, and support healthy behaviors and emotional growth.

As appropriate for the child’s circumstance, in addition to individualized counseling services, professional staff conducts school visits, attends Individual Educational Plan (IEP) meetings with the parent in order to provide a coordinated approach to help the parent/s and child achieve success.

All professional staff hold master’s level mental health degrees and are licensed to practice psychotherapy in Maryland. Many have a number of years of experience working with families and children. Master’s level graduate interns in their second year are supervised by professional staff.

We believe the program’s effectiveness with families is the utilization of research-based, relationship-based clinical models. In addition to being researched-based models, those with an asterisk are included in the National Registry of Evidence-based Programs and Practices of US Department of Health and Human Services/Substance Abuse and Mental Health Services Administration (SAMHSA).

The core approaches utilized are: Child-Centered Play Therapy*, Filial Family Therapy*, Sand Therapy, Brief Strategic Family Therapy skills*, Relationship Enhancement Therapy and attachment-based Theraplay*. While there are foundational similarities among the models, each offers a somewhat different implementation, providing the clinician a flexibility in approach and responsiveness to an individual family’s needs and issues.

“Play Therapy is based upon the fact that play is the child’s natural medium of self-expression...”

Virginia Axline, developer of Child-Centered Play Therapy

**Child-Centered Play Therapy** is a developmentally responsive, play-based, intervention for young children ages 3 to 10. It creates a safe, consistent, non-judgmental, emotionally supportive therapeutic environment in which a child can experience full acceptance, empathy, and understanding in which to process their inner experiences and feelings through play. Through Child-Centered Play Therapy, children have the opportunity to express their experiences and feelings through a natural, self-guided, self-healing process. Child-Centered Play Therapy also provides clear boundaries which provides the child with psychological safety to permit the learning of emotional and behavioral self-regulation.

**Filial Therapy**, first introduced by Bernard Guerney in the 1960’s, is a closely related form of Child-Centered Play Therapy. But rather than mental health professionals working directly with children, parents are trained to be therapeutic agents and conduct non-directive play sessions.
Filial Therapy aims to both empower parents and improve the relationship between parent and child. Over the course of filial therapy, the parent has the opportunity to learn a variety of methods for engaging the child while still maintaining limits. It can help parents and children to form closer and happier relationship that can continue long after therapy ends.

**Sand Therapy**
“Often the hands will solve a mystery that the intellect has struggled with in vain.”  C.G. Jung

Sand therapy offers clients, no matter what their age, a safe, non-verbal method to share their experiences. Clients are provided with a safe space and an empowering witness to listen to their stories, especially those experiences which are too conflicted or too painful to explain directly in words. Sand therapy is a strength-based approach wherein the client uses figurines and metaphors to tell their story.

During the clinical use of sand, through metaphor and images in the sand, clients share their understanding of their experience. Process in sand allows client stories to unfold, at their own pace and at the level of depth with which they can cope.

Clinicians who use this technique rely solely on the client to find solutions to their problems, using the sand as a tool for healing. Through creative expression, a person in therapy is able to manifest in sand the things they would otherwise not be able to vocalize or address in traditional therapy. This non-verbal expression is a valuable experience for all and especially important for clients impacted by grief and trauma.

**Theraplay** is a personal, physical, and fun adult-directed play therapy approach that helps children form better relationships and attachments with others. It is based on the natural patterns of playful, healthy interaction between parent and child. Theraplay sessions create an active, emotional connection between the child and parent or caregiver. It provides the client dyad the opportunity to develop a secure attachment and helps the child in regulation. In treatment, the Theraplay practitioner guides the parent and child through playful, fun games, developmentally challenging activities and tender, nurturing activities. The very act of engaging each other in this way helps the parent regulate the child’s behavior and communicate love, joy, and safety to the child. It helps the child feel secure, cared for, connected and worthy. Activities and games are selected to provide the opportunity for engagement, structure, challenge and nurturing.

**Relationship Enhancement Therapy** focuses on the relationship between two people instead of the relationship between the therapist and the person seeking treatment.

It teaches family members a set of practical skills to better communicate feelings to each other and work together to develop coping strategies. Through Relationship Enhancement, therapy participants are able to uncover and communicate their feelings, concerns and desires and to create solutions to problems and the ability to maintain them once therapy has concluded.
**Brief Strategic Family Therapy skills**
The focus of Brief Strategic Family Therapy is how interactions among family members occur. Brief-Strategic Family Therapy puts an emphasis on actively interrupting the interactional patterns surrounding the family’s problems in attempts to (1) help get them unstuck and (2) to allow the family to utilize its own resourcefulness in addressing its concerns.

All of the therapy models listed above, are researched-based models.

A meta-analysis of 93 controlled outcome research studies of the effect of play and filial therapy on children found a .72 treatment effect of children receiving play therapy from a mental health professional who exhibited significant positive behavior changes following treatment that the control group of children not receiving treatment did not.

The meta-analysis also found a 1.15 treatment effect of children play therapy from their play therapy-trained parents providing treatment to their own children while the control group did not exhibit significant behavior changes. (.20 is considered a small effect, .50 a medium effect, and .80 a large effect.)

**Hispanic Parent Support Group**
The City’s Hispanic Parent Support Group, established in September 2007, provides stability, information and resources and helps parents to gain parenting skills and increase their confidence in handling situations with their child. It is a safe, supportive, welcoming environment for Spanish-speaking parents with children (18 and under).

Parents often come to the group with specific needs. Previously isolated and chronically stressed, these families have a safe place where they connect with others. Parents report that through the group, they find the strong support they need to deal with everyday stressors as parents raising their children, struggling to pay bills as well as the additional struggles as immigrants operating in a different culture and language.

The group builds a sense of community and strengthens parental functioning. Parents are empowered through the group’s support and feedback. It is a place where parents can share their difficulties in navigating unfamiliar systems and raising their children within these systems. It affirms and supports positive relationships with other Hispanic parents. Parents are encouraged to identify their talents, skills and use their voices to advocate on behalf of their families and children.

The group also serves as a bridge by connecting, advocating and educating parents about resources and supporting their involvement within the school system and in their communities. While parents are meeting, supervised activities for the attending parents’ children are provided, building strong, positive relationships among the children. Additional family social events are planned throughout the year to promote parent/child relationships.
**Number Served/Outcome**

Volunteering and engagement with the larger community is a growing attribute of the group. Through volunteering, parents are learning that their giving back to the community makes a difference and is valued. Parents volunteer in group leadership and/or community volunteer opportunities.

This past year, sometimes with their children, 19 parent group member volunteers: manned a table and greeted attendees during College Park Day; manned a table and greeted and connected with Hispanic at local schools during back-to-school night; distributed school supplies; participated in presentations to Spanish-speaking parents at local schools, modeling community engagement and encouraging parents to more fully engage in school and community activities; assisted during College Park Community Foundation’s 2018 Mother’s Day 5K race and winter Gala; participated in the city’s National Night Out (over 20 parents and children); and helped Hispanic parents to register their children with the police department identification program.

Parents consistently report that the group has helped increase their confidence as a parent as well as enhancing their quality of life and providing them with a sense of community.

In the latest bi-annual survey, 100% of 31 parents reported satisfaction with the group’s supportive services and that services have improved their parenting and their confidence as a parent. *Parent comments provided on the survey are detailed in Addendum B.*

**Graduate Internship Training Program**
The City’s Youth and Family Services program offers an eight-month program for 3 – 4 graduate students in their final year of their mental health Master’s program beginning each September. The Youth and Family Services graduate intern program is well-regarded as comprehensive clinical training to learn how to work effectively with families and children and placement in the program is competitive.

The graduate intern program is designed to develop the graduate intern’s ability to provide therapy to youth and their families. Professional development includes weekly supervision, participation in weekly group consultation, additional training opportunities and access to other resources. Interns are required to work 20 – 24 hours during the work week to include two evenings a week until 8 pm.

**Training Institute/Advanced Clinical Sand Therapy Certificate Program**
The Advanced Sand Therapy Certificate program was developed in the fall of 2016 to address professional clinician’s need to be trained in sand therapy as an approach to provide a safe, non-verbal method for clients to share their experiences. Youth and Family Services has partnered
with Dr. Dee Preston-Dillon to provide this revenue-generating training to the professional community.

Dr. Dee Preston-Dillon provides the advanced clinical sand therapy training. She is a sandplay scholar and seasoned practitioner of over 30 years who has presented on topics related to sandplay/sandtray at over 40 national and international conferences. She is on the graduate counseling faculty at the George Washington and Johns Hopkins Universities, the Art Therapy program at George Washington University and the Ferentz Institute in Baltimore. Youth and Family Services administers the program. Since October 2016, there have been four cohorts with a total of 19 clinicians completing the certificate program.

**Hunger Intervention Program**

For FY2019 Maryland Governor’s Office for Children (GOC) requires that grantees provide programming to address one of GOC’s four priority areas: hungry children, disconnected youth, children of incarcerated parents or homeless children.

As one of the 15 Youth Services Bureaus in the state and one of five in Prince George’s County, the City’s Youth and Family Services is a longstanding GOC grantee through the County Department of Family Services. Youth Services Bureaus are a state and local government partnership to provide delinquency diversion treatment services, primarily mental health services along with additional ancillary services, that strengthen children’s well-being and family relationships.

Upon review of the high number of low-income children in College Park’s local elementary schools who receive free and reduced meals (FARM), the City’s Youth and Family Services staff determined that the GOC priority of hungry children was the best match for the needs of College Park families, thereby developing the Hunger Intervention Program.

Given the high number of FARM families at Hollywood Elementary, which is 70% Hispanic, the focus is to provide the Hunger Intervention Program for Hispanic families in partnership with Hollywood Elementary.

The program provides FARM families nutritional information, connects them to food resources, increases their resiliency to food insecurities and provides family counseling as needed. The program has been developed in partnership with the University of Maryland’s Expanded Food and Nutrition Education Program (EFNEP). Interested English-speaking Hollywood families who are receiving FARM and are interested in the nutritional program are referred to the EFNEP program at another location.

In November 2018, the first group of 13 College Park Hispanic parents and 22 children successfully completed the program, increasing their knowledge and skills in addressing food insecurities. Many also identified a need and expressed interest in receiving counseling services for their families. Two additional HIP nutrition sessions for approximately 30 additional families are scheduled for the spring.
Youth and Family Additional Enhancement Initiatives

Lakeland STARs

Lakeland STARs is an after-school tutoring/mentoring program for 60 Paint Branch Elementary students. Participants are bussed weekly onto UMD campus where they receive individualized help with their homework from their UMD tutor and then engage in group activities that promote the development of social skills, attachment and teamwork. Paint Branch Elementary is located in the historic Lakeland community which is the oldest African-American community in Prince George’s County.

Lakeland STARs program, which began in 2007, is a longstanding successful partnership with the City’s Youth and Family Services and the University of Maryland College Park Scholars. The UMD’s College Park’s Scholars recruit and train 60+ tutors each semester from its academically talented freshmen and sophomores interested in service-learning. Scholars participate in the program because of their interest, the program’s reputation and to meet their service-learning requirements. Scholars manages the day-to-day operation.

The City provides administrative support and transportation for the students to get on campus and two coordinators, Paint Branch school staff during the day, to help recruit children for the program and attend each STARs session with the children. 18 – 20 of the 22 sessions each year are held on University of Maryland campus. Over the 22 years of the Lakeland STARs program, over 800 children and 800 University of Maryland students have participated.

If I Were Mayor

The If I Were Mayor Essay Contest is a Maryland Municipal League-sponsored (MML) essay contest for fourth grade students initiated in 2001 and is administered each year by Youth and Family Services staff. This is a popular event involving approximately 110 fourth graders attending local public and private elementary schools each year.

Participating fourth graders attend Hollywood Elementary, Paint Branch Elementary, Al-Huda School, Holy Redeemer School and Friends Community School. At the beginning of each calendar year, Youth and Family Services staff arrange for the College Park’s mayor to visit the students.

The Mayor’s visit provides students with the opportunity to connect to the elected leader of College Park’s municipal government, have a face-to-face interaction with the mayor and learn what mayors do.

The fourth-grade classes then participate in the MML written essay contest. In March, Youth and Family Services staff collects the essays from each school and sends the essays for award consideration by MML. Each school also selects their school winner.

Once MML results are announced in April, Youth and Family Services staff notify both school and MML District winners that they are invited to a May regular City Council meeting. Each winner is
recognized by the Council, receives their certificate and reads his/her essay to the Council and the viewing public sharing their ideas of how to address the MML theme if they were mayor.

After the winners are recognized at the formal event, Youth and Family staff return to each fourth-grade class and provide each of the remaining fourth grade participants with their individual certificate of participation signed by the mayor. Since 2001, over 2,000 College Park school children have participated in this event.

**M-NCPPC Expressions Camp**

M-NCPPC Expressions Camp is a 7 day/6 night no-cost residential summer program for county teens ages 13 – 18 designed to enhance their skills in using language as a tool for self-expression, leadership, relationships, self-confidence and to serve as a mentor to peers when they return home.

A robust program of outdoor activities and arts, with a focus on poetry, is provided throughout the week at Patuxent River 4H Club in Upper Marlboro. At the conclusion of the week, participants present their poetry at the Bowie Performing Arts Center.

College Park Youth and Family Services participated in the initial development of the programming in 2006. Each year Youth and Family Services staff recruits youth to participate in the program and is the site for the Expressions camp orientation and follow-up reunion. Approximately 420 teens have participated in this program since 2006.

**Community Events**

The Halloween Thing, held the Saturday before Halloween and the Spring Egg Hunt, which is held the Saturday before Easter week, are longstanding College Park annual traditions for over 40 years. Youth and Family Services and the M-NCPPC College Park Youth Center host these events for the community.

Fun games, activities, face-painting, arts and crafts, prizes and food are provided. Approximately 275 – 350 local children and adults attend. Some adults are returning to events they attended as children. Grandparents also bring their next generation to have fun. Over the past 40 years, over 20,000 children and their families have participated in these events.

**Holiday Initiatives**

**Friends Community School – Thanksgiving Baskets**

Annually, Friends Community School prepares thanksgiving baskets for 18 families in need that are then distributed by Youth and Family Services staff.

The **One Warm Coat** drive is a fall/winter city-wide coat collection. Coats are then cleaned at no or reduced cost by ZIPS Dry Cleaners in College Park and distributed to adults and children in need. In the last three years, over 550 coats and accessories have been collected, cleaned and distributed to those in need. Of the 550 coats, 62 were donated in 2018.
University of Maryland Terp Toy Drive (formerly From Our Heart to Yours) is administered by University of Maryland Resident Life and Youth and Family Services and has been since 1997.

Resident Life advertises and administers the program to the University of Maryland community. Youth and Family Services coordinates the distribution and pick-up of the approximately 900 gifts by local organizations. Over the past 22 years, over 20,000 gifts have been distributed to needy children and families. Recipients of the approximately 900 gifts a year for distribution are: College Park Youth and Family Services, Hollywood Elementary, Paint Branch Elementary, Pregnancy Aid, Adelphi Langley Park Family Support Center and the Next Step program.

Holiday Adopt-a-Family – Youth and Family Services partners with organizations such as the North College Park Post Office, American Center for Physics, American Legion Auxiliary Post 217, American Legion Post 217, Clinton and Associates architect firm in Hyattsville, Daughters of Rest women’s group, City of College Park employees and Council, and individual City residents to adopt-a-family in need for the holiday season. An average of 10 families are provided with gifts each season.

Christmas Food Boxes are provided by the Prince George’s County Sheriff’s Department. Each year, Youth and Family Services receives 37 food boxes to distribute to families.

Bicycle Donation
For the 2018 holidays, the College Park Volunteer Fire Department provided Youth and Family Services with 20 bicycles for client families.

In 2018, 92 families were assisted with food and/or gifts during Holiday season, with an additional 62 receiving clean coats and Terp Toy Drive gifts.

Administrator for City Public Education Grants/Education Advisory Committee
The City has a strong commitment to providing support to our local schools and exhibits that commitment in a variety of ways. Through its public education grants, the City provides annual financial grants to local public schools serving College Park neighborhoods. Examples of the uses of these funds include increased technology in the classroom, robotics and technology and language programs, educational field trips and academic clubs.

Administrator for City Scholarships to UMD Summer Youth Camps/Education Advisory Committee
Through its Education Advisory Committee, the City offers City youth scholarships for University of Maryland summer camps. Scholarships for summer camps are awarded in the spring for qualified youth. Popular camps include Lego Robotics, Insect Camp, Engineering, Music, Gymnastics, Basketball, Arts, Quidditch, Reading.
Since FY2017, the City has received a M-NCPPC grant for the UMD summer reading camp. This initiative has been included as a subcomponent of the City Scholarships to UMD Summer Youth Camps program, allowing College Park youth having reading difficulties to attend the reading camp and increasing the number of College Park youth who can attend a summer camp.

Since 2013, the City of College Park has awarded 99 youth scholarships to a summer UMD camp.

**Grants Support of Programming**

$72,055 – State grant/County Department of Family Services for Youth Services Bureau programming

$30,000 – County Council grant for Hispanic Parent Support Group since FY2011

$20,000 – M-NCPPC grant for UMD Summer Reading camp

$4,000 – Special Appropriation grants – Councilmember Glaros

*Because of its clinical and community outreach services, Youth and Family Services has effective relationships in the community. Addendum C lists its community partners.*
ADDENDUM A
Treatment Impact/Teen Testimony before General Assembly/Parent Comments Following Treatment/Children Comments

Sample of impact of children who have received treatment:

⇒ Three young children, under 5, from different families were all exhibiting problem behaviors following sexual abuse. Through treatment, each has regained their joy and playfulness. They no longer exhibit consistent problem behaviors at school or home.

⇒ Following the sudden death of a parent, a depressed teenager with months-long school refusal turned his situation around. With focused, intensive determination, he is on track to graduate a year early from high school this May and is in the process of applying for college.

⇒ A Hispanic elementary school girl was separated from her mother for weeks and detained following their efforts to cross the border into the United States. The young girl was fearful of leaving her mother at any time, and in particular, had a difficult time leaving her mother to go to school. She now loves school, can be away from her mother without a problem and eagerly attends school.

⇒ An elementary school girl was exhibiting anxiety and had lost significant weight following the separation of her parents and lack of contact with her father. She only allowed herself to eat a significantly restrictive diet. She is now doing well. She has gained back 10 – 15 lbs and eats a larger diet.

⇒ An elementary school boy was saying he did not want to live anymore. He was very angry and involved in self-harming behaviors including jumping out of a car. None of those behaviors are now occurring.

⇒ A young girl, under 5, is reserved and cautious following her mothers’ numerous allegations of the sexual abuse of her by her father. Following extensive child protective services investigations and now court involvement, the young girl is now living with her father and his family. She has become more relaxed in the playroom. Treatment is continuing.

⇒ An elementary school boy was extremely anxious, refusing to go up or downstairs in the basement without his mother going with him. He is now not having those issues and his parents say he is less anxious.

⇒ A highly intelligent elementary school boy had a strained relationship with his parents and difficulties at school. He has found the playroom to be a great source of expression. His relationships are improving. He refers to the playroom as “the Mega Playroom”.

⇒ A preschooler was having a lot of problems at school following the divorce of his parents. School was consistently calling about his problem behavior. After several sessions in the playroom, school is no longer calling.

⇒ A young teen girl was being bullied at school and cutting. She had a tense relationship with her mother. She is no longer cutting. Both report a more positive relationship.
⇒ An elementary school boy was having behavior problems both at home and school. His father is in jail. The problems have significantly decreased. He is now more expressive and he and his mother have a more positive relationship. His older brother is also about to graduate.

⇒ A high school girl was having suicidal thoughts. She has a strained relationship with each of her parents who don’t live together and is fairly independent. She no longer has suicidal ideation and has developed resilience and understanding of herself in dealing with her family situation.

⇒ Two preschoolers are in the process of being adopted by a family member following a history of neglect by their parents and their foster parents. Both children were very needy, attaching quickly to others and having difficulty being alone, particularly at bedtime. These behaviors are continuing but to a lesser degree and the aunt is more confident about her abilities. Treatment is continuing.

⇒ A high school girl was exhibiting depression, suicidality and cutting. She values coming to therapy and her symptoms have been reduced. Treatment is continuing.

⇒ A young teen has a strained relationship with her mother and was a primary caretaker for her younger siblings. Following an incident involving police, her father took physical and then temporary legal custody of her. The courts are still involved and the young teen is addressing the emotional impact of her experiences. Treatment is continuing.

⇒ A young elementary school boy and with significant developmental delays, exhibits problem behaviors. He has suffered the loss of a primary caretaker and several significant family members. His special education placement is not meeting his needs and support for his adopted parent’s advocacy on his behalf with the school system is a component of the assistant being provided. Multiple pressures on the family make consistent attendance difficult. The young boy delights in the play room and the adopted parent reports that his problem behaviors diminish when they are able to come.

⇒ An elementary school boy was saying he wanted to kill himself. He was both anxious and depressed that his parents were divorcing. He is now doing much better and is no longer talking about hurting himself.

⇒ A middle school girl with cognitive delays was exhibiting extensive anxiety. She and her parents have developed additional resources to deal with each other and that anxiety.

⇒ Two young twins, under 5, have significant developmental delays and exhibit aggressive behaviors, particularly when frustrated. Treatment is continuing but these behaviors have lessened.
Excerpts from 16-year-old College Park client testimony before General Assembly supporting funding for Youth Services Bureaus – Tuesday, March 7, 2017

This program has helped me and my family so much.

College Park Youth and Family Services has helped me find solutions to my problems and have taught me how to do so on my own.

College Park Youth and Family Services has made a huge impact on me and my family. If it wasn’t for them my family would be torn apart.

Throughout my life and my teen years, my family and I have been looking for a place to fix our family.

They help us to work our problems out. Without them there would be no communication.

It felt like there was never a moment when someone wasn’t fighting in my house. But today I can be around my family and enjoy it.

Before I came to Youth and Family Services I was headed down a dark path. I treated my family horribly. I didn’t listen to my grandmother. I didn’t help around the house. In general, I was disobedient. Now I help around the house. I do what I am told and people actually enjoy being around me. I’m headed down the right path.

Please consider how important these services are to me and many others.

Comments parents have made at the end of treatment:
“The service has been a life saver and one of my best discoveries since being granted custody of the kids.”
Aunt of 2- & 4-year-old girls and 7- & 14-year-old boys

“I can see the difference in the kids between then and now.”
Mother of 15-year-old girl and 9-year-old boy

“The program has taught me many new and different ways to see and talk to my kids.”
Father of 11- & 9-year-old boys and 6-year-old girl

“CPYFS has been a haven in a time of great stress.”
Mother of 9-year-old boy and 17-year-old girl

“My grandchild is less angry and has learned to talk more openly to me about her problems.”
Grandmother of 7-year-old girl

I feel there have been significant improvements in my child’s behavior and our relationship.”
Mother of 8-year-old girl
“I think my child has become a more confident person.”
Mother of 12-year-old girl

“The program has taught me many new and different ways to see and talk to my kids.”
Father of 11- & 9-year-old boys and 6-year-old girl

“She likes coming because she can get things off her chest and have someone listen.”
Mother of 15-year-old girl

“Because of coming here, I know that I have done the best I can to help my child with her problems.”
Father of 9-year-old girl

“I am so glad this service was available to help my son transition through the divorce.”
Mother of 8-year-old boy

“At first I really didn’t understand how the service would help, but as time passed, everything started coming together. The special playroom will be missed.”
Mother of 8-year-old boy

“The therapist was great and my son felt like he had someone on his side.”
Mother of 13-year-old boy

“Family play therapy helps me remember how crucial focused attention on children is.”
Mother of 7 - & 8-year-old boys and 5-year-old girl

“My son can’t talk to anyone in the world about his problems, but he can come here and feel better.”
Mother of 15-year-old boy

“This program has helped my family so much. Can’t thank you enough.”
Mother of 14-year-old boy and 10-year-old girl

“The therapist we worked with and having this great overall resource is very appreciated. We are so thankful. I would definitely recommend.”
Mother of 6- and 9-year-old girls

“Having someone to come to who I didn’t have to worry about judgement from was very helpful.”
T119003

“Thankful for the support and positive outlet for my daughter.”
Mother of 4-year-old girl and 3-month-old boy

“This level and timeline of counseling has helped immensely with the way my child & I communicate. He’s happier, more confident as I am as a parent.”
Mother of 10-year-old boy

“Thank you for your help. I believe the relationships with the therapist helped my daughter with communicating her emotions in a safe space.”
Mother of 5-year-old girl

ADDENDUM A page 4
“I am so thankful for everything done to help our family! I’m not sure how we have made it without their help!”

Mother of 10- and 7-year-old girls and 6-year-old boy

“I am glad to have a program like this to assist parents with problems in the family. My grandson enjoyed his time here and he will miss his sessions.”

Grandmother of 9 and 7-year-old boys and 3- and 1-year-old girl

“He has progressed a lot. He’s now able to accept disappointment without lashing out.”

Mother of 8-year-old boy

“He loves coming here and so do I”

Mother of 4-year-old boy

Comments youth have made during treatment:

“This play room is beautiful. Where did you get it?” 5-year-old girl

“I think that I need about 6 hours to say goodbye so I will come here right after school.” 9-year-old boy

“I like coming here because you play GOOD.” 6-year-old boy

“Will you come home and play with me?” 6-year-old girl

“You are my best friend.” 5-year-old girl

“I want to go to school here.” 7-year-old girl

“I could come here 100 times.” 5-year-old girl

“I want 100 more minutes.” 7-year-old boy

Running into the building, six-year-old boy excitedly announces “It’s us!”

“I want 100 more minutes [in the playroom].” 7-year-old boy

“I can do almost anything I want here.” Statement of explanation to a new staff person.

7-year-old boy
ADDENDUM B

Hispanic Parent Support Group parent comments on January 2018 Survey

“Thank you to the group for sharing and giving their opinions and for participating. Thank you.”

“I always leave these meetings feeling at ease. The meetings comfort me.”

“I love the group.”

“Everything is good because it helps us with our children.”

“For me this group is very important, it provides support to the parents and the children are happy to come. I am very appreciative for everything you do.”

“Thank you for all the work you do. I am very happy to be in this team.”

“This is a really good group where we can laugh, we can cry, this group helps us learn to be a good parent to my children. We are grateful for the parent support group. Thank you to all the leaders.”

“I like it because my daughter feels happy here.”

“I am grateful for your services.”

“This group is very helpful.”

“I am grateful for having found this support group, so we can support our children.”

“I am grateful for the support you gave me. Thank you.”

“We need more support to continue. Thank you for your help.”

“I am very happy to be in this group and to be able to share.”

“Thank you to the group for all the support we have received, especially to the coordinators for all their support and thank you to the therapist.”

“I am very satisfied for the way we are treated, for the attention given to the children and to us.”

“My family and I are very satisfied with the group and with the administration, with the therapist, thank you for everything all of you do for us Hispanics.”

“This parent’s support group is very helpful, the advice given by my peers is helpful.”
ADDENDUM C
Community Partners
Al-Huda
Adelphi-Langley Park Family Support Center
American Institute of Physics
American Legion
American Legion Auxiliary
Berwyn Heights Elementary School
Buck Lodge Middle School
Carroll County Youth and Family Services (YSB)
City of Bowie Youth and Family Services (YSB)
City of Greenbelt CARES (YSB)
City of District Heights Family and Youth Services (YSB)
City of Laurel Helping Hands (YSB)
City of Rockville Youth Services Bureau
Cherokee Lane Elementary School
Church of the Nazarene
Clinton and Associates
College Park Arts Exchange
College Park Community Library
College Park Nursery
College Park Youth Center (M-NCPPC)
College Park United Methodist
Community Advocates for Families and Youth
Daughters of Rest
Embry A.M.E Church
Friends Community School
Greenbelt Middle School
High Point High School
Hollywood Elementary School
Hyattsville Middle School
Maryland Association of Youth Services Bureaus
Maryland National Park and Planning Commission
Maryland 21st and 22nd State Delegation Representatives
M & M Learning Center, College Park
Nonprofit Prince George’s
North College Park Post Office
Paint Branch Elementary School
Parkdale High School
Pregnancy Aid, College Park
Prince George’s County Councilmembers
Prince George’s County Department of Family Services
University of Maryland
  • College Park Scholars
  • Extension Service/Expanded Food and Nutrition Education Program
  • Office of Community Engagement
  • Resident Life
University Park Elementary School
Debrief of 2018 Farmers Markets
CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM

<table>
<thead>
<tr>
<th>Prepared By:</th>
<th>Ryan Chelton, Economic Development Coordinator</th>
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<tbody>
<tr>
<td>Presented By:</td>
<td>Ryan Chelton, EDC; Julie Beavers, Market Manager; Aaron Springer, HFM Board Chair</td>
</tr>
<tr>
<td>Meeting Date:</td>
<td>3/5/19</td>
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<td>Proposed Consent:</td>
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<th>Department of Planning, Community &amp; Economic Development</th>
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<tr>
<td>Strategic Plan Goal:</td>
<td>Goal 1: One College Park and Goal 3: High Quality Development and Reinvestment</td>
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**Background/Justification:**
The City of College Park provides financial support for both the Downtown College Park Farmers Market and The Hollywood Farmers Market. The Hollywood Market is managed by a 501(c)3 with a Board of Directors. The Downtown Market is assisted by the Economic Development Coordinator. Both markets have day-of management by the Market Manager, Ms. Beavers. Both markets run between May and November. Ms. Beavers and Mr. Springer, Hollywood Farmers Market Board Chair, will attend the Worksession to participate in the review of the past year and discussion of strategies moving forward.

**Downtown College Park Farmers Market:**
Changes were made to the Downtown College Park Farmers Market in order to boost customer attraction. These changes included increasing the number of food trucks who vend at the market and removing the producer-only restriction on vendors. As a result, the market performed better this year with most weeks seeing at least 6 vendors at the market.

City staff conducted a survey to assess vendor satisfaction for the Downtown College Park Farmers Market. The survey was distributed to over 15 vendors who participated throughout the season. 8 responses were received, 7 of which indicated interest in participating in the market again next year.

**Hollywood Farmers Market:**
In general, both the vendors and customers were happy with the status of the Hollywood Farmers Market. Every week there were roughly a dozen vendors participating in the market. Vendors have suggested that the market is meeting their expectations and few, if any, changes should be made to the market next year.

**Market Manager Contract:**
Ms. Beavers has served as the Market Manager for the past 6 years and has stated her desire to return for the 2019 season. A contract at the same rate of $150 per market day is proposed. Initially, Ms. Beavers had a 1-year contract with 3 annual extensions. For the past 2 years she has performed under a 1-year contract.

**Fiscal Impact:**
The FY 2019 budget allocated a total of $18,000 for both markets. Funding and scope for a Market Manager contract would remain the same for Fiscal Year 2020.
**Council Options:**
1. Approve a new Market Manager contract for Ms. Beavers for 1 year at a rate of $150 per market day.
2. Approve a revised Market Manager contract for Ms. Beavers.
3. Provide alternative direction to staff.

**Staff Recommendation:**
Option #1

**Recommended Motion:**
N/A

**Attachments:**
1. 2018 Market Manager Contract
CITY OF COLLEGE PARK, MARYLAND
RFP CP-14-02
Contractor Agreement

THIS CONTRACTOR AGREEMENT (the "Agreement") is effective the 1st day of April, 2018, by and between the CITY OF COLLEGE PARK (the "City"), a municipal corporation of the State of Maryland, whose address is 4500 Knox Road, College Park, Maryland 20740 and Julie Beavers, hereinafter referred to as "Contractor," whose address is [redacted].

WHEREAS, Contractor desires to act for the City as an independent contractor to act as market master and to manage the Downtown College Park Farmers Market and the Hollywood Farmers Market, including on-site in-season operation; and

WHEREAS, the City desires that Contractor provide such services.

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

1. Appointment. The City hereby engages Contractor, as an independent contractor, to act as market master and to manage the Downtown College Park Farmers Market ("DCPFM") and the Hollywood Farmers Market ("HFM"), including on-site in-season operation, as more particularly described in the Request for Proposals CP-14-02, Farmers Market Manager, attached hereto and incorporated herein by this reference, and Contractor hereby accepts such work, subject to the terms and provisions of this Agreement.

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

   - On-Site Market Management for DCPFPM
     - Manage on-site and personally attend the weekly markets, which run from early April to late November, opening at 10:00a.m. and closing at 2:00p.m. each Sunday to include set up and break down, vendor placement and management, security, parking, removal of trash, litter, and recycling. Approximately 31 market days per season.
     - Manage an information tent at the weekly market.
     - To the extent possible ensure compliance by the market and by all vendors with all applicable government rules and regulations, as well as the market’s operational guidelines; during market operation, resolve on-site vendor and customer issues; and coordinate with the City to resolve any ongoing issues. The final authority to retain or discharge market vendors lies with the City.
- Prepare and communicate monthly reports to the City detailing participation numbers, customer suggestions and complaints, and any other information requested by City staff.
- Coordinate events on the market day including cooking demonstrations, contests, music performances, and games. Arrangements for these events will be made prior to the market day by City staff.
- Meet with City staff as necessary.

**On-Site Market Management for HFM**
- Manage on-site and personally attend the weekly markets, which run from early April to late November, opening at 8:00 a.m. and closing at Noon each Saturday (HFM) to include set up and break down, vendor placement and management, security, parking, removal of trash, litter, and recycling. Approximately 33 market days per season.
- Manage an information tent at the weekly market.
- To the extent possible ensure compliance by the market and by all vendors with all applicable government rules and regulations, as well as the market's operational guidelines; during market operation, resolve on-site vendor and customer issues; and coordinate with the HFM Board to resolve any ongoing issues. The final authority to retain or discharge market vendors lies with the HFM Board of Directors.
- Prepare and communicate monthly reports to City staff and the HFM Board detailing participation numbers, customer suggestions and complaints, and any other information requested by City staff and the HFM Board.
- Coordinate events on the market day including cooking demonstrations, contests, music performances, and games. Arrangements for these events will be made prior to the market day by the HFM Board.
- Meet with City staff and the HFM Board as necessary.

3. **Contract Term.** The initial contract term is April 1, 2018 through March 31, 2019. All work shall be performed pursuant to the project schedule submitted by the Contractor. It is understood by the parties hereto that time is of the essence in the completion of the services under this Agreement. Paragraph 7 herein shall survive termination of the Agreement.

3. **Contract Price.** The City agrees to pay the Contractor, as consideration for the Contractor's satisfactory performance of all obligations under this Agreement, as follows:

<table>
<thead>
<tr>
<th>Flat fee for each market day</th>
<th>$150.00</th>
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<tr>
<td>Hourly charge for meetings with City staff a/or Board</td>
<td>$25.00 per hour</td>
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</table>

The contract price shall include all incidental costs, including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams and photographs. Invoices for payment of services may be submitted on a monthly basis or as otherwise agreed by the parties and must be accompanied by a statement of work performed and any other documentation required by the City. Invoices will be paid after approval by the Planning Director and Director of Finance.

Additional services related to this project but not included in the scope of work shall be provided by the Contractor on an as-needed basis as directed by the City in writing. Such services
shall be billed to the City at the hourly rates established by the parties. Except as noted herein, in no event shall the amount billed by the Contractor exceed that amount attributed to the work completed as of the date of the bill.

5. **Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:
   - Request for Qualifications Submission
   - Bid Proposal Form
   - Request for Qualifications CP-14-02 and attachments thereto
   - Information Regarding the Bidder
   - Required affidavits and certifications
   - Insurance Certificate

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

   It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent Contractor of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent Contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys’ fees incurred thereby.

7. **Insurance.** Contractor will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, and workers’ compensation insurance with limits of not less than those set forth below. The City has agreed to pay the costs of the required insurance, as part of the contract price.

   A. **Comprehensive General Liability Insurance**
      (1) Personal injury liability insurance with a limit of $1,000,000 each occurrence/aggregate;
      (2) Property damage liability insurance with limits of $500,000 each occurrence/aggregate.

      All insurance shall include completed operations and contractual liability coverage.

   B. **Automobile Liability Coverage.** Automobile fleet insurance $1,000,000 for each occurrence/aggregate; property damage - $500,000 for each occurrence/aggregate.)
C. **Workers’ Compensation Insurance.** Contractor shall comply with the requirements of Maryland workers’ compensation insurance if applicable. The City will deduct a predetermined percentage of each payment to any Contractor who has failed to provide a Certificate of Insurance for workers’ compensation, in order to defray coverage costs of the City. This percentage is subject to change. The Contractor will be provided notification of any change. All corporations are required to provide workers’ compensation certificates of insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement and will name the City as an insured under such policy, except on any workers’ compensation policy, and will provide an additional insured endorsement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City prior to beginning work.

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

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

9. **Licenses, Permits, Applicable Laws.** Contractor will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. All services and materials provided by Contractor shall conform to all applicable laws and regulations.

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

11. **Subcontracting.** The Contractor may not subcontract any work required under this Agreement without the consent of the City. If the Contractor wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be subcontracted. The Contractor is not relieved of primary responsibility for full and complete performance of any work delegated to the subcontractor. There shall be no contractual relationship between the City and the subcontractor.
12. **Accurate Information.** The Contractor certifies that all information provided in response to the Request for Proposals or other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and terminate this contract.

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

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

15. **No Assignment.** This Agreement shall not be assigned or transferred by Contractor, whether by operation of law or in any other manner, without prior consent in writing from the City. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

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

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

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

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

City:
20. **Costs.** In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the breaching party shall be responsible for any and all costs and expenses, including reasonable attorneys' fees, incurred on account of such breach.

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

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

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

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

25. **Damage Claims.** The Contractor shall make no claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.
Proposed changes to the noise ordinance
**Prepared By:** R. W. Ryan,  
Public Services Director  
**Meeting Date:** 03/05/19  
**Presented By:** R.W. Ryan,  
Public Services Director  
**Consent Agenda:** No

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<tr>
<td><strong>Issue Before Council:</strong></td>
<td>Consider amendments to City Code Chapter 138, Noise</td>
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<td><strong>Strategic Plan Goal:</strong></td>
<td>Goal 6: Excellent Services</td>
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**Background/Justification:**

At the Council Worksession on December 4, 2018, the Mayor and Council discussed legislation in other jurisdictions, such as Baltimore County, Maryland, Arlington County Virginia, and Prince George’s County that is used to control noise in their communities. There was some consensus regarding several issues, some of which would require changes to City Code. The minutes from the December 4 Worksession noted the following:

- *Would there be any noise limit at all for special events? There should be parameters for events in parks or on school property.*

Staff recommends the adoption of an amendment allowing exemptions to Chapter 138 for special public and private events and establishing criteria for an exemption. Some events, including those which the City promotes, by their nature violate the noise ordinance. Recent revisions to the County noise regulations accommodate special events. Staff recommends that Chapter 138 be amended to allow for certain special events.

- *Any amendment should more clearly define noise and time limits for construction and commercial property maintenance: We get complaints about early mornings, not evenings. After discussion of various alternatives, Council took a straw poll on 8:00 a.m. to 9:00 p.m. only on weekends. 4-4 tie, Mayor voted yes. Council wanted to get feedback from residents.*

Staff recommends an amendment to redefine “Day” hours on Saturday and Sunday, and explicitly include parameters for construction noise in the code.

- *Clarify that County, State and Federal projects are exempted.*

Staff recommends an amendment to explicitly exempt noise generated from sources for which the City has no jurisdiction.

- *Regarding a wailing ordinance: The only reason for an amendment to the Code would be so the City could issue a municipal infraction/fine. This is an unlikely scenario because these groups are moving targets, and for officer safety you wouldn’t send a CEO to follow and quiet loud groups in the street. Police are effective in quieting groups without a Code change. There was no Council support to include this in amendments.*

Staff recommends no change to the code to include loud groups on public property, and to defer to existing law for disturbing the peace, etc.
In response to the above Council discussions, the following changes to our noise code are proposed:

**A. Definitions Day/Night: Amend the definitions in sub-section 138-2 as follows:**

1. **DAY-** The period between 7:00 a.m. and 8:00 p.m. on Monday through Friday; and, 8:00 a.m. and 9:00 p.m. on Saturday and Sunday

2. **NIGHT-** The period between 8:00 p.m. and 7:00 a.m. on Monday through Friday; and, 9:00 p.m. and 8:00 a.m. on Saturday and Sunday.

**B. Construction noise: Add to sub-section 138-5:**

1. Any construction activities which produce noise which exceeds the noise limits established in this Chapter shall be permitted only during the Day as defined in 138-2. This limit shall not apply to emergency repairs to public utilities and infrastructure performed by the public utilities (including railroads) themselves or by local, state, or federal governments, or their contractors.

2. All feasible procedures and measures customarily used in the industry shall be undertaken by those responsible for operating or creating any source of sound, in order to minimize noise generated by construction activities. In no event shall continuous noise originating from construction sites exceed ninety (90) dBA at the construction site property line.

**C. Exceptions for Special events: Add to sub-section 138-5 to allow some noise from certain special events:**

1. Short-term or seasonal activities which have been reviewed and permitted through a City special-event review and permitting process may not exceed ninety (90) dBA at the event property line, for the duration of the event and associated clean-up. In the event of a discrepancy between 90 dBA and the applicable Day or Night maximum noise limits, the 90-dBA limit shall control. Such events and their associated clean-up may not exceed the applicable Night noise limit if they extend later than 9:00 p.m. on Sunday through Thursday, and later than 10:00 p.m. on a Friday, Saturday, legal holiday or day immediately preceding a legal holiday.

2. Adjacent property owners, and property owners within 100 feet of the noise source property lines, shall agree in writing to allow the special event.

3. The City Manager shall issue permits for special events.

4. Permits shall be required for events on public or private property. Except as permitted below.

**D. The following activities or sources of noise shall be exempt from the prohibitions set forth in this Chapter, and shall not require a permit:**

1. Athletic contests and other activities officially sponsored, authorized, or otherwise sanctioned by the City, M-NCPPC, PGCPS or UMD;

2. Religious facility bells or carillons;

3. Religious or political gatherings and other activities protected by the First Amendment to the Constitution of the United States of America;

4. Activities for which the regulation of noise has been preempted by Maryland or federal law;

5. Audible signal devices which are employed as warning or alarm signals in case of fire, emergency, collision, theft, or burglary, or imminent danger, and the testing of such signals;

6. Noise that is emitted in conjunction with a duly-authorized parade;

7. Electricity-generating systems used to provide emergency backup electric power.

8. Athletic contests and other scheduled events conducted at City, M-NCPPC, PGCPS, or UMD facilities shall be exempt from the prohibitions set forth in this Chapter if held between 6:00 a.m. and 10:00 p.m.

9. A sound resulting from the operation of an aircraft.

10. An outdoor event on private property for which a valid use and occupancy permit has been issued for purposes of sporting, recreation, entertainment establishment, or for any other event to which the public is invited.
11. An event or activity with a validly issued permit, license or other written authority which takes place on property owned by the United States, the State, the County, PGCPS, M-NCPPC, and the City.

12. Lawn care, snow removal equipment and other household tools or equipment when used and maintained in accordance with the manufacturer's specifications between the DAY hours of 7:00 am to 8:00 pm. Monday through Friday and 8 a.m. to 9:00 p.m. Sat. and Sun.

13. Commercial property maintenance, including street sweepers and refuse removal shall be allowed during DAY hours, and shall meet NIGHT noise limits

14. A source or condition expressly subject to any State or federal noise-control law or regulation.

Staff recommends that Council discuss the possibility of adding these changes to Chapter 138.

Staff will participate in discussion of these issues at the Worksession and follow Council direction for future action, including preparation of an ordinance to adopt these or other changes.

### Fiscal Impact:
Will be determined by future actions.

### Council Options:
#1: Review and provide direction to staff.
#2: Take no action.

### Staff Recommendation:
#1

### Attachments:
1. City Code Chapter 138
Chapter 138. Noise

§ 138-1. Statement of findings.

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


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

**ANSI**
The American National Standards Institute or its successor bodies.

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

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

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

**dBC**
The abbreviation for the sound level in decibels determined by the C-weighting network of a sound level meter meeting the standards set forth in ANSI S1.4-1983 or its successors. [Added 8-14-2007 by Ord. No. 07-O-16]

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

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

**EXTRANEOUS SOUND**
A sound which is relatively intense, intermittent and of short duration and is neither part of the neighborhood residual sound nor the sound source under investigation. [Added 8-14-2007 by Ord. No. 07-O-16]

**NEIGHBORHOOD RESIDUAL SOUND LEVEL**
The measured value which represents the sum of the sound from all discrete sources affecting a given site at a given time, exclusive of extraneous sounds, and those from the source under investigation. "Neighborhood residual sound level" is synonymous with "background sound level." [Added 8-14-2007 by Ord. No. 07-O-16]

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

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

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

**SOUND LEVEL**

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

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

**SOUND-LEVEL METER**

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

**SOUND PRESSURE**

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

**SOUND-PRESSURE LEVEL**

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


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

B. A quorum of the Noise Control Board shall consist of three members.

C. Members of the Noise Control Board shall be appointed to terms of four years.

D. The members of the Noise Control Board shall select from among themselves a Chairperson.

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

A. Nothing herein shall be construed as promulgating a standard less stringent than the environmental noise standards and sound-level limits adopted under Title 3 of the Environment Article of the Annotated Code of Maryland, as amended from time to time.

B. In accordance with Title 3 of the Environment Article of the Annotated Code of Maryland, the City shall send to the Maryland Department of the Environment a copy of each noise control ordinance, rule or regulation that it adopts and identify on each Zoning Map, Comprehensive Plan or other appropriate document the sound-level limits that are adopted.

§ 138-5. Prohibited acts.

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

A. Unless it is for the purpose of necessary property maintenance during the day, it shall be unlawful:
   (1) For any owner or occupant of real property located within the City to make or to generate loud or raucous sound on said property, or to permit any loud or raucous sound to be made or generated on said property, so as to cause unreasonable annoyance or disturbance to others living or located nearby;
   (2) For the owner or occupant of real property located within the City to make any noise or operate any sound amplifier on said property, or to permit any noise to be made or any sound amplifier to be operated on said property, so as to be clearly audible to any person located beyond the property line of such property at a level higher than 65 dBA during the day or 55 dBA during the...
night, as such sound may be measured from any point along the curb in front of the property line upon which the noise is being generated or at any place on adjacent property, provided that the person measuring the sound shall first obtain the permission of the adjacent property owner to enter upon said property; and

(3)
For any person to cause, suffer, allow or permit the operation of an amplified source of sound in such a manner that it raises the total sound levels to greater than the following permissible sound level limits, when measured from within a building on an adjacent property.

[Amended 7-12-2016 by Ord. No. 16-O-04]

(a)
dBC above neighborhood residual sound level.

[1]
Nights: three dBC.

[2]
All other times: six dBC.

(4)
For the owner or occupant of real property located within the City to permit guests or invitees to such property to make noise on adjacent property, whether public or private, where that noise, if made or generated on the property itself, would violate Subsection A(1), (2), or (3) of this section.

B.
It shall be unlawful for the nonresident owner of a property to permit the occupants of such property to violate the provisions of Subsection A of this section. The owner shall not be deemed to have violated this subsection unless the owner, or owner’s agent:

[Amended 7-12-2016 by Ord. No. 16-O-04]

(1)
Has received notice from any source, that a current or prior occupant of such property has, or is alleged to have, previously engaged in conduct that violates this section regardless of whether a finding of a violation by the Noise Control Board or by a court of competent jurisdiction was made; or

(2)
Has failed to take action reasonably calculated under the circumstances to prevent a violation of this section from occurring or recurring.

C.
A violation of this section shall be a municipal infraction, subject to the fine imposed by Chapter 110, Fees and Penalties.

D.
Each repeat violation within a twelve-month period shall give rise to a charge as set forth in Chapter 110, Fees and Penalties.

[Amended 7-12-2016 by Ord. No. 16-O-04]

§ 138-6. Violations and penalties.

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

A._
Code Enforcement or Law Enforcement Officer. When a City Code Enforcement Officer, or a state, county, University of Maryland or other law enforcement officer chosen by the City, determines, based upon the results of a test conducted using a calibrated sound-level meter, that noise is being or has been generated in violation of § 138-5A(2) or (3) of this chapter, he/she shall issue a municipal infraction citation to the violator(s) in accordance with the provisions of § 6-103 of the Local Government Article, of the Annotated Code of Maryland. In the event that more than one owner and/or more than one occupant of the real property is alleged to have violated the provisions of this chapter, a municipal infraction citation may be issued to each alleged violator.

[Amended 7-12-2016 by Ord. No. 16-O-04]

B._
Noise Control Board.

(1)
When two or more City residents submit written complaints that noise is being or has been generated in violation of § 138-5A(1) or 138-5A(4) of this chapter, which complaints shall be delivered to the City Clerk, or postmarked, within 15 days of the alleged violation, the Director shall:

(a)
Schedule a hearing before the Noise Control Board within 30 days of receipt of complaints referred to in this section; and

(b).
Give notice of the alleged violation to the owner and the occupant(s) of the property upon which such violation has allegedly occurred.

(2) When a violation of § 138-5 of this chapter has been alleged in accordance with the provisions of Subsection B of this section, the Noise Control Board shall conduct a hearing for the purpose of determining whether such violation has occurred.

(3) When the Noise Control Board determines, in accordance with the provisions of § 138-8 of this chapter, that a violation of § 138-5 has occurred, the Director shall notify the violator of the determination of the Noise Control Board that a violation has occurred and shall cause a municipal infraction citation to be issued to the violator, in accordance with the provisions of Article 23A, § 3, of the Annotated Code of Maryland.

C. (Reserved)

D. The City may seek court action to abate any noise nuisance in lieu of or in addition to any other enforcement remedies that may be available pursuant to this chapter.

E. In addition, the Public Services Director shall schedule a show-cause hearing before the College Park Advisory Planning Commission as to why the City occupancy permit for the property should not be revoked for three or more violations of the provisions of this chapter within any twelve-month period, and may otherwise request such a hearing for violations of this chapter at his/her discretion.

[Amended 7-12-2016 by Ord. No. 16-O-04]


A. The notice required to be given by the Director in accordance with § 138-6B(1)(b) of this section shall:

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

(1) Be in writing;

(2) Include a statement of the reasons why it is being issued;

(3) Be served upon the owner or his agent and the occupant of the property upon which the alleged violation occurred;

(4) Include a statement that the hearing referred to in § 138-6B(1)(a) of this section will be held before the Noise Control Board on a specified date and at a specified time for the purpose of determining whether a violation of this chapter has occurred.

B. Service of the notice on the owner or his agent and the occupant of the property pursuant to Subsection A(2) of this section shall be made by certified mail, return receipt requested. In the event that such notice is returned undelivered, service shall be sufficient if mailed by regular mail and posted on the property where the violation is alleged to have occurred.


A. A hearing of the Noise Control Board conducted pursuant to § 138-6B of this chapter shall be open to the public; however, members of the public shall not participate in said hearing unless designated as witnesses by either the complainant(s) or the respondent(s), unless such participation is specifically requested by a member of the Noise Control Board.

B. The proceedings of the Noise Control Board shall be tape recorded and the recording of the proceedings shall be retained by the City for a period of not less than one year. The contents of the tape-recording shall not be transcribed, unless otherwise required by law or requested by the Noise Control Board.

C. Minutes of the proceedings of the Noise Control Board shall be taken by the Secretary, when present, and shall be approved at the next meeting of the Noise Control Board.

D. Notwithstanding the provisions of Subsection A of this section, the Noise Control Board may, in its sole discretion, recess into closed session as part of its deliberative process with respect to alleged violations of § 138-5 of this chapter prior to announcing
its decision or determination and to consider the substance of any rules and regulations to be promulgated pursuant to Subsection E of this section, provided that:

(1) The exercise of the authority to deliberate in a closed session shall require a motion and an affirmative vote thereupon by a majority of the members of the Board present and eligible to vote;

(2) Notwithstanding the provisions of Subsection B of this section, the proceedings of the Noise Control Board after an affirmative vote to recess into closed session shall not be tape-recorded; however, minutes of the closed session shall be kept which shall not be open to public inspection unless a majority of the members of the Noise Control Board votes in favor of disclosing said minutes; and

(3) Following its deliberations, the members of the Noise Control Board shall reconvene in open session for the purpose of entertaining a motion with respect to the Board's determination as to whether there has been a violation of this chapter. Where the property upon which the violation in question allegedly occurred is occupied by a person other than the owner of such property, the Board's determination shall separately and specifically address whether a violation has been committed by both the owner and the occupant.

E. The members shall adopt such other and additional rules and regulations as may be necessary with respect to procedural matters for the conduct of the hearings required by § 138-6B of this chapter.


A. Except as set forth in Subsection C of this section, in the event that the Board finds that a violation of § 138-5 has occurred, it shall impose the fine set forth in Chapter 110, Fees and Penalties.

B. In the event that the Board finds that the owner and the occupant of real property have each violated this chapter, the Board shall impose a fine as set forth in Chapter 110, Fees and Penalties, upon the owner and the occupant.

C. In the event that there are more than one owner and/or more than one occupant, the fine shall be imposed upon each owner and upon each occupant who has been found in violation of this chapter, except that in the event that there is more than one occupant, the fine shall be divided proportionately among those occupants who have been found to have violated this chapter, with the amount of the fine imposed on each occupant rounded to the nearest dollar; provided, however, that in the event that the property is leased to a corporate entity, the fine for a violation by an occupant shall be imposed upon such corporate entity.

D. If a violation is a first offense and is not egregious, the following mitigating factors may be considered by the Board to warrant a reduction in the amount of the fine to be imposed:

(1) The person subject to a fine has taken action reasonably calculated under the circumstances to prevent or mitigate future violations of this chapter, is remorseful and has a present demeanor that demonstrates a sincere desire to prevent future violations of this chapter;

(2) The person subject to a fine has apologized, prior to the hearing, to the person(s) who filed the complaint and other known persons who were disturbed by the violation.

(3) The violation was not lengthy in duration.

E. For each factor set forth in Subsection D above which is satisfied by the evidence, the Board may reduce the fine set forth in Chapter 110, Fees and Penalties, by $100. In any event, the minimum fine shall be $200.

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

[Amended 2-22-2000 by Ord. No. 00-O-2]
Owners of rental housing shall ensure that a copy of this chapter or a housing rights and responsibilities publication produced by the city is furnished to each tenant. The city shall make available a copy of this chapter or the housing rights and responsibilities publication to each applicant for an annual occupancy permit.
4
National Night Out
### 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. Texas and Florida have the option to use the alternate date of the first Tuesday in October to avoid hot weather. National registration for 2019 events was announced in an email from the National Association of Town Watch (NATW) dated February 1, 2019.

In the City of College Park, Public Services staff works with each neighborhood watch coordinator where an active neighborhood watch program exists. There are 5 participating neighborhood NNO programs at this time (College Park Woods, Cherry Hill, Hollywood/NCP, Berwyn, Lakeland). A centralized event was held at the airport in 2011 and was successful. It was planned and coordinated by the CPNW Steering Committee which was active at that time.

Historically, NNO has been a night to turn on porch lights and get outside to meet and greet neighbors to develop awareness of who lives in your neighborhood, and who would watch out for each other’s safety and property. In many communities NNO has evolved into a much larger event with attractions to locations where there are public safety displays and information. College Park NNO has evolved into a hybrid of these concepts.

Since the 2011 central event at the airport, the city has returned to more local neighborhood events. In 2018 there were three events in the City. These were in College Park Woods park, Duvall Field, and Lakeland Park. These combined some previous events in Cherry Hill and Berwyn. This model seemed to be successful and provided convenient larger events with an opportunity to follow with neighborhood walks.

Since there are so many neighborhoods and municipalities throughout the PGPD District 1, it is difficult for all to have some highly desired 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.

There has been some discussion since the summer of 2018 of whether to return to one central city event. Without a committee of volunteers to help plan and execute such an event, and in keeping with event’s original intent of residents meeting their neighbors, staff does not recommend creating a single event. In addition, the 2018 plan seems to meet the needs of most residents for a convenient, attractive event within walking distance of their homes, providing for both a central gathering and neighborhood walk.

### Fiscal Impact:

In the FY19 budget, $1,000 has been provided for NNO supplies. The cost of staff to provide logistics and contract police to attend each neighborhood event is covered in those staffing budgets.
<table>
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<th>Council Options:</th>
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<tr>
<td>1. Coordinate and support three neighborhood NNO events in August.</td>
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<td>2. Consider supporting only one central NNO event.</td>
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<td>3. Provide alternative direction to staff.</td>
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<td>Option #1</td>
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<th>Recommended Motion:</th>
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MOU with SHA
For Pedestrian
Lights on US 1
**CITY OF COLLEGE PARK, MARYLAND**  
**MEETING AGENDA ITEM – PROPOSED SPECIAL SESSION**  

**AGENDA ITEM 19-G-41**

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

**Meeting Date:** March 5, 2019  
**Consent Agenda:** No

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<th>Originating Department:</th>
<th>Administration</th>
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<td>Action Requested:</td>
<td>Council Approval of an MOU with the State Highway Administration regarding pedestrian lights on Baltimore Avenue</td>
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<tr>
<td>Strategic Plan Goal:</td>
<td>Goal 3: High Quality Development and Reinvestment</td>
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**Background/Justification:**

In 2018 the City, University, and the State Highway Administration discussed the possibility of adding pedestrian lighting along Baltimore Avenue as part of the SHA improvement project from College Avenue to MD 193 (phase 1). In July 2018 the City confirmed to SHA that it was interested in an MOU regarding the installation of pedestrian lighting for the project. The letter in July enabled SHA to include the installation of pedestrian lighting in the request for proposals that it has issued for the project.

The SHA Pedestrian Lighting policy enables SHA to share the costs of installing pedestrian lights along State roads. SHA pays 100% of the cost of the below ground infrastructure. The cost of the basic light pole base and fixture (“Lamps”) is split 50/50 between SHA and the jurisdiction. The cost of additional features (“betterments”) on the light poles, such as banner or flower pot arms and electric outlets, are paid entirely by the jurisdiction.

This SHA policy offers the opportunity for the City to install the pedestrian lighting at a lower overall cost compared to the City installing the lights without SHA participation. The pedestrian lighting would be installed at one time along the entire section and not wait for the redevelopment of individual parcels. Additionally, installing the pedestrian lights as part of the Baltimore Avenue reconstruction project avoids the disruption of a future infrastructure project along Baltimore Avenue for these lights. If Council is interested, SHA and the City would have a similar MOU for the pedestrian lights for the following phases of the project from MD-193 north to I-495.

There are 134 pedestrian streetlights proposed for the 1.4-mile segment, and four lighting control cabinets to service all 134 pedestrian streetlights. Some of the new lights will replace existing pedestrian lights (different brand and fixture type). SHA has updated the MOU to reflect the cost estimates for the 134 pedestrian lights.

**Fiscal Impact:**

SHA estimated a City cost of $454,756 for its share of the “lamps” (standard pole, fixture) and $80,400 for the “betterments” (banner and basket arm, electric outlet) for a total estimated City cost of $535,156. The total estimated cost to SHA is $796,069 ($454,756 for its share of the “lamps” and $341,313 for the “infrastructure”). The annual operating cost for 134 LED lights is estimated at $5,000 - $6,000.

SHA staff have confidence that the bid costs will be within $100,000 of its total estimated cost, which is based on recent bids for similar projects. The actual costs will not be known until after SHA opens the bids on March 7, 2019. SHA’s policy is to require the signing of MOUs prior to the bid opening.

It is likely that the project cost will be spread over two or more fiscal years starting in FY20. The City has several options for funding the project. It could annually budget the anticipated cost for each year and pay...
for the entire project as it is being constructed (“pay-go”). The City could also issue bonds to pay for the project and pay back the bonds over a period of 10 to 15 years.

Regardless of how the City pays for the project, it may be able to require reimbursement for some costs in certain circumstances from the property owners abutting the right of way on which the lights are installed. The reimbursement could occur when properties are redeveloped, and the developer could agree as part of the City review process to reimburse the City for some costs.

**Council Options:**
1. Approve the City Manager signing the State Highway Administration MOU in substantially the form attached for the installation of pedestrian lights as part of the SHA Baltimore Avenue project.
2. Request additional information regarding the MOU.
3. Decline to sign the MOU and decline to install pedestrian lighting along Baltimore Avenue as part of the SHA project.

**Staff Recommendation:**
#1

**Recommended Motion:**
*I move to authorize the City Manager to sign the attached State Highway Administration Memorandum of Understanding (MOU) for the shared cost of installing pedestrian lighting as part of phase 1 of the Baltimore Avenue reconstruction project. The MOU shall be reviewed and approved by the City Attorney.*

**Attachments:**
1. Draft “MEMORANDUM OF UNDERSTANDING for US 1 PEDESTRIAN LIGHTING by and between MARYLAND DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ADMINISTRATION and THE CITY OF COLLEGE PARK”
2. Map of pedestrian streetlight locations
3. Diagram of specified street light with banner / flower basket arm and electric outlet
MEMORANDUM OF UNDERSTANDING

for

US 1 PEDESTRIAN LIGHTING

by and between

MARYLAND DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ADMINISTRATION

and

THE CITY OF COLLEGE PARK

THIS MEMORANDUM OF UNDERSTANDING (MOU) executed in duplicate, made effective on this _______ day of ___________________, 2019, (the “Effective Date”) by and between the Maryland Department of Transportation State Highway Administration, acting for and on behalf of the State of Maryland, hereinafter referred to as “MDOT SHA”, and the City of College Park, a body corporate and politic, located in Prince George’s County, Maryland, hereinafter referred to as the “CITY”.

WHEREAS, MDOT SHA is currently designing improvements for the safety of vehicular, bicycle and pedestrian travel along the US 1 corridor located in the City of College Park in Prince George’s County under MDOT SHA contract PG6245171; and

WHEREAS the improvements start from College Avenue extends (i) 1.4 miles along US1 (Baltimore Avenue) to MD 193 (University Boulevard) (ii) approximately one half mile along MD193 in the CITY, (hereinafter referred to as the “IMPROVEMENTS”); and

WHEREAS, the IMPROVEMENTS shall include pavement widening, to provide a raised grass median and bicycle lanes, construction of sidewalks, SWM facilities and a retaining wall, drainage improvements, and utility relocations; and

WHEREAS, as part of the IMPROVEMENTS the CITY desires to construct pedestrian lighting along the portion of US 1 from Paint Branch Bridge (MP 4.4) to MD 193 (MP 5.24) within the CITY limits, (hereinafter referred to as “LIGHTING”); and

WHEREAS, the LIGHTING includes all items to design and construct the one hundred thirty four (134) new pedestrian lighting structures, including but not limited to, conduit, , pull-wire and hand boxes (hereinafter referred to as “INFRASTRUCTURE”), and also including poles, pole bases and foundations, bracket arms, wiring, grounding system, control cabinet and luminaries (hereinafter referred to as “LAMPS”) along with 120 Volts GFI outlets and Banner/flower pot hangers (hereinafter referred to as “BETTERMENTS”); and

WHEREAS, pursuant to the conditions of the MDOT SHA Pedestrian Lighting Policy dated September 9, 2008, MDOT SHA has agreed to design and construct the INFRASTRUCTURE at no cost to the CITY and to provide funding in an amount equal to fifty percent (50%) of the basic LAMPS system approved by MDOT SHA, (hereinafter referred to as the “MDOT SHA LIGHTING CONTRIBUTION”); and
WHEREAS, the CITY has agreed to reimburse SHA in an amount equal to fifty percent (50%) of the actual cost for the basic LAMPS system approved by MDOT SHA, (hereinafter referred to as the “CITY LIGHTING CONTRIBUTION”) and to pay the actual cost of the BETTERMENTS; and

WHEREAS, the CITY shall be responsible for the electrical connection and the costs necessary for the LIGHTING once constructed; and

WHEREAS, the IMPROVEMENTS and the LIGHTING (including the INFRASTRUCTURE, the LAMPS and the BETTERMENTS) are sometimes hereinafter collectively referred to as the “PROJECT”; and

WHEREAS, the CITY, its agents or assigns, shall own the LIGHTING and provide all maintenance and repair necessary for the LIGHTING; and

WHEREAS, MDOT SHA and the CITY agree that the PROJECT will benefit the parties to this MOU and will promote the safety, health and general welfare of the citizens of the State, including the CITY.

NOW, THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH, that for and in consideration of the foregoing recitals, the mutual promises and other good and valuable considerations referenced herein, the receipt and adequacy whereof is hereby acknowledged, be it understood that MDOT SHA and the CITY do hereby agree as follows:

I. PROJECT DESCRIPTION

A. The PROJECT shall generally consist of the IMPROVEMENTS and the LIGHTING.

1. The IMPROVEMENTS shall generally consist of the design and construction of pavement widening, to provide a raised grass median and bicycle lanes, construction of sidewalks, SWM facilities and a retaining wall, drainage improvements, and utility relocations.

2. The LIGHTING shall consist of the INFRASTRUCTURE, the LAMPS and the BETTERMENTS.

   a. The INFRASTRUCTURE shall consist of the design and installation of the conduit system, hand holes, pull wires and hand boxes necessary for the support of one hundred thirty four (134) pedestrian lights along US 1 between Paint Branch Bridge and MD 193 within the CITY limits.

   b. The LAMPS shall consist of, but not be limited to, the foundations, poles, , bracket arms, wiring, grounding system, control cabinets, luminaries, and the necessary power drop for electrifying.

   c. The BETTERMENTS shall consist of design and installation on each light pole of a 120 Volt GFI outlet and Banner/flower pot hanger/banner arm for decoration purposes.

3. The CITY LIGHTING CONTRIBUTION and THE MDOT SHA LIGHTING CONTRIBUTION each consist of fifty percent (50%) of the actual cost of the LAMPS, estimated at Nine Hundred Nine Thousand Five Hundred Eleven Dollars and Fifty Cents ($909,511.50).
II. PROJECT DESIGN PHASE
   A. MDOT SHA Responsibility
      1. MDOT SHA shall accomplish all tasks necessary to design the PROJECT.
      2. MDOT SHA shall provide the CITY with four (4) sets of proposed final PROJECT plans and estimates for review and comment, but MDOT SHA shall have final authority.
      3. In the event MDOT SHA desires to revise the PROJECT plans subsequent to final plan approval, but prior to award of bid or initiation of construction activities, MDOT SHA shall provide the CITY with prior written notification of said revisions including estimated costs.

   B. CITY Responsibility
      1. The CITY shall provide MDOT SHA with written review comments of all data or materials provided by MDOT SHA for review within ten (10) working days following the CITY’s receipt thereof.
      2. In the event the CITY desires to revise the plans for the LIGHTING subsequent to final plan approval, but prior to initiation of construction activities, the CITY shall provide MDOT SHA with written notification of the proposed revision including estimated costs. All proposed revisions submitted by the CITY shall be subject to MDOT SHA approval of the proposed revision and the approval or denial shall occur within ten (10) working days of MDOT SHA’s receipt thereof, and MDOT SHA’s decision shall be final and the CITY shall pay for all increased costs associated with the revisions.

III. PROJECT CONSTRUCTION PHASE
   A. MDOT SHA Responsibility
      1. MDOT SHA shall (i) advertise the PROJECT for construction bids, (ii) award and administer the construction contract, (iii) construct the PROJECT as shown on the final PROJECT plans, and (iv) provide Construction Engineering Services for the PROJECT.
      2. MDOT SHA shall obtain all permits necessary to construct the PROJECT prior to commencing Construction.
      3. MDOT SHA shall provide the CITY with a copy of the apparent low bid which shall identify items associated with construction of the INFRASTRUCTURE, the LAMPS and the BETTERMENTS.
      4. In the event that revisions to the PROJECT are required in MDOT SHA’s sole judgment due to conditions encountered during construction, said revisions shall be promptly made by MDOT SHA without prior concurrence by the CITY in order to minimize or eliminate possible delay claims by MDOT SHA’s construction contractor. The approval of the CITY for revisions to the
PROJECT will be requested but is not required by MDOT SHA prior to MDOT SHA approval.

5. MDOT SHA shall provide the CITY with an MDOT SHA District right-of-entry permit (“PERMIT”), to be renewed annually, and the PERMIT shall grant a right-of-entry to CITY personnel or, its agents, contractors or assigns, for the sole purpose of providing the necessary maintenance and repair of the LIGHTING.

B. CITY Responsibility

1. In the event the CITY desires to make revisions to the PROJECT during construction, it shall promptly submit a request in writing to MDOT SHA for MDOT SHA approval, including the requested revisions and their estimated costs. MDOT SHA may include such revisions in the PROJECT plans, provided that those revisions comply with MDOT SHA’s policies and specifications; however, MDOT SHA shall retain sole authority to determine such compliance. The CITY agrees that any additional costs incurred by MDOT SHA to implement the revisions requested by the CITY shall be the sole responsibility of the CITY.

2. At its option and expense, the CITY may provide an inspector during construction of the PROJECT. MDOT SHA’s PROJECT inspectors shall consult with the CITY’s inspector prior to decisions which affect the PROJECT whenever such consultation does not create a delay claim situation or is not a case of an emergency. However, MDOT SHA’s PROJECT inspectors shall have final authority during construction.

IV. PROJECT DESIGN PHASE FUNDING

A. MDOT SHA Responsibility

1. MDOT SHA shall fund all costs associated with the design of the PROJECT.

B. CITY Responsibility

1. The CITY shall be responsible for all costs incurred by the CITY in the review of the PROJECT documents.

2. The CITY shall be responsible for all costs associated with providing information requested by MDOT SHA for the design of the PROJECT.

V. PROJECT CONSTRUCTION PHASE FUNDING

A. MDOT SHA Responsibility

1. MDOT SHA shall (i) advertise the PROJECT for construction bids, (ii) award and administer the construction contract, (iii) construct the PROJECT as shown on the final PROJECT plans, and (iv) provide Construction Engineering Services for the PROJECT.
2. MDOT SHA shall fund all costs associated with the construction of the IMPROVEMENTS.

3. MDOT SHA shall fund the cost for construction of the INFRASTRUCTURE, estimated at Three Hundred Forty One Thousand Three Hundred Thirteen Dollar ($341,313.00) including MDOT SHA salaries, payroll burden and overhead.

4. MDOT SHA shall fund fifty percent (50%) of the actual cost of the LAMPS, estimated at Nine Hundred Nine Thousand Five Hundred Eleven Dollars and Fifty Cents ($909,511.50) including that portion attributable to MDOT SHA salaries, payroll burden and overhead.

5. The City shall reimburse MDOT SHA for the 100% of all documented costs incurred by MDOT SHA on behalf of the CITY, including MDOT SHA’s direct salaries, payroll burden and overhead for the design and installation of the BETTERMENTS.

   a. For the purpose of this MOU the estimated cost for the design and installation of the BETTERMENTS is Eighty Thousand Four Hundred Dollars ($80,400.00) including MDOT SHA salaries, payroll burden and overhead for Construction Engineering Services.

6. MDOT SHA shall submit to the CITY documented periodic invoices for reimbursement of the CITY LIGHTING CONTRIBUTION, and of the BETTERMENTS costs, including MDOT SHA’s direct salaries, payroll burden and overhead for Construction and/or Inspection Engineering Services incurred under MDOT SHA contract PG6245171.

B. In the event that MDOT SHA does not receive payment of an invoice or a Notice of Dispute within thirty (30) days following CITY receipt of any invoice, MDOT SHA will notify the CITY of the overdue payment and provide the CITY the opportunity to pay such overdue amount within thirty (30) days following such notification. If payment has not been received within thirty (30) days following such notification, MDOT SHA will notify the CITY in writing that MDOT SHA will proceed with a deduction from the CITY’s share of Highway User Revenues equal to the overdue invoice amount CITY Responsibility

1. The CITY shall reimburse MDOT SHA within thirty (30) days of receipt of each periodic invoice for reimbursement all documented costs incurred by MDOT SHA on behalf of the CITY as provided herein, including that portion attributable to MDOT SHA’s direct salaries, payroll burden and overhead for Construction and/or Inspection Engineering Services incurred under MDOT SHA contract PG6245171.

   a. For purposes of this MOU, the CITY’s reimbursement to MDOT SHA shall be the CITY LIGHTING CONTRIBUTION, which consists of fifty percent (50%) of all documented costs necessary to construct the LAMPS as defined in section I.A.2 b, and 100% of all documented costs necessary to construct the BETTERMENTS as defined in section I.A.2 c, above, currently estimated to be Five
Hundred Thirty Five Thousand One Hundred Fifty Six Dollars ($535,156.00), including attributable MDOT SHA’s direct salaries, payroll burden and overhead for design and installation.

b. For the purpose of this MOU, the estimated cost for the design and installation of the BETTERMENTS is Eighty Thousand Four Hundred Dollars ($80,400.00), including attributable MDOT SHA salaries, payroll burden and overhead for Construction Engineering Services.

2. In the event the CITY does not reimburse MDOT SHA as required herein, MDOT SHA may make a deduction from the CITY’s share of Highway User Revenues in the amount equal to the CITY LIGHTING CONTRIBUTION and the total cost to construct the BETTERMENTS.

3. In the event the awarded low bid for the LAMPS and the BETTERMENTS is more than the CITY’s allocated funding, the CITY shall: (1) allocate additional funding to match the awarded low bid plus MDOT SHA’s direct salaries, payroll burden and overhead, (2) revise the scope of work and delete items from the PROJECT contract items to stay within current allocations, or (3) reject all bids in their entirety and, unless the CITY shall have installed the LAMPS in accordance with subsection(a) below, reimburse MDOT SHA for all costs incurred by MDOT SHA to date on the CITY’s behalf and for all costs and expenses for such deletion from MDOT SHA’s contract to include, but not be limited to, claims, revisions, salaries, payroll burden and overhead.

a. Pursuant to the conditions of the MDOT SHA Pedestrian Lighting Policy dated September 9, 2008, rejection of all bids by the CITY will require that the CITY install the LAMPS within three (3) years of completion of construction of the PROJECT. In the event the CITY does not install the LAMPS in order to have an operational pedestrian lighting system within the three (3) year period, the CITY will be required to reimburse MDOT SHA for the cost to design and construct the INFRASTRUCTURE and any MDOT SHA costs for relocation of utilities for installation of the INFRASTRUCTURE; otherwise MDOT SHA may make a deduction from the CITY’s share of Highway User Revenues in the amount equal to the total cost to design and construct the INFRASTRUCTURE, including utility relocations not governed by prior rights of MDOT SHA or the CITY, and MDOT SHA’s direct salaries and payroll burden for Construction Engineering Services and other direct costs such as consultant services and materials attributable to the LIGHTING. For purposes of this MOU, the costs for MDOT SHA to design and construct the INFRASTRUCTURE is Four Hundred Fifty Eight Thousand One Hundred One Dollar ($458,101.00) including MDOT SHA salaries, payroll burden and overhead. This cost is an estimate only and the CITY will be required to pay actual costs incurred.
VI. GENERAL

A. The total amount to be reimbursed to MDOT SHA by the CITY for the purchase and installation of the LAMPS and the purchase and installation of the BETTERMENTS is estimated to be Five Hundred Thirty Five Thousand One Hundred Fifty Six Dollars ($535,156.00), including attributable MDOT SHA’s direct salaries, payroll burden and overhead for Construction Engineering Services and other direct costs such as consultant services and materials.

B. By execution of this MOU the City grants a Right-Of-Entry to MDOT SHA, its contractors, sub-contractors and employees, onto all City Owned or Controlled Right-Of-Way needed for the PROJECT, for the purpose of designing and constructing the PROJECT with said Right-Of-Way to terminate upon final acceptance of the PROJECT by MDOT SHA.

C. Upon completion of the PROJECT, the CITY shall own and maintain the LIGHTING.

D. Whenever the approval of MDOT SHA or the CITY is required under this MOU, such approval will not be unreasonably withheld or delayed.

E. The parties hereto agree to cooperate with each other to accomplish the terms and conditions of this MOU.

F. This MOU shall inure to and be binding upon the parties hereto, their agents, successors, and assigns.

G. This MOU and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in Maryland courts.

H. The recitals (WHEREAS clauses) at the beginning of this MOU are incorporated herein as part of this MOU.

I. All notices and/or invoices, if to the CITY, shall be addressed to:

Ms. Terry Schum, Director
Department of Planning, Community and Economic Development
City of College Park
4500 Knox Road
College Park, Maryland 20740
Phone: 240.487.3538
E-mail: tschum@collegeparkmd.gov

If to MDOT SHA:

Mr. Andre Futrell, District Engineer, District 3
State Highway Administration
9300 Kenilworth Avenue
Greenbelt, Maryland 20707
Phone 301-624-8100
Fax 301-624-8225
E-mail: afutrell@sha.state.md.us
Ms. Lindsay Bobian, Project Manager
Office of Highway Development
MDOT SHA
707 N. Calvert Street, Mail Stop C-102
Baltimore MD  21202
Phone:  410-545-8765
E-mail:  lbobian@sha.state.md.us

With a copy to:
MDOT SHA Agreements Team
Office of Procurement and Contract Management
MDOT State Highway Administration
Mailstop C-405
707 N. Calvert Street
Baltimore MD  21202
Phone:  410-545-5636
E-mail:  SHAAgreementsTeam@sha.state.md.us

(Signature Pages Follow)
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the day and year first above written.

MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION

________________________________________
WITNESS

By: ______________________________(SEAL)
Tim Smith, P.E.
Deputy Administrator/Chief Engineer
for Operations

_____________________________
Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Assistant Attorney General

_________________________________
Jason A. Ridgway, P.E.
Deputy Administrator
For Planning, Preliminary Engineering,
Real Estate and the Environment

_________________________________
Lisa B. Conners
Deputy Administrator for Administration

_________________________________
William J. Bertrand
Director
Office of Finance
WITNESS:  

CITY OF COLLEGE PARK
A body corporate and politic

_________________________________

BY: ________________________________ (SEAL)

Janeen S. Miller, CMC, City Clerk
Scott Somers
City Manager
City of College Park

______________________________
Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Suellen M. Ferguson, City Attorney
Discussion of Legislation
Prepared By: Bill Gardiner, Assistant City Manager
Meeting Date: March 5, 2019
Presented By: Bill Gardiner, Assistant City Manager
Consent Agenda: No

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Administration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Action Requested:</td>
<td>Council approval of a letter from the Mayor to the relevant General Assembly committees stating the City’s opposition to SB 478 / HB 1317, Property Tax - Vehicles Valued as Stock in Business - Alteration of Tax Credit</td>
</tr>
</tbody>
</table>

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<tr>
<th>Strategic Plan Goal:</th>
<th>Excellent Services</th>
</tr>
</thead>
</table>

**Background/Justification:**
SB 478 / HB 1317 would require local governments to provide a 100 percent tax credit on business personal property taxes imposed on vehicles valued as stock. The required credit would apply retroactively to the tax years after June 30, 2016. The City of College Park’s business personal property tax includes the value of machinery, equipment, furniture, and inventory. The City’s rate on business personal property is 83.80 cents per $100 of assessed valuation. The State Department of Assessments and Taxation determines the value of real and personal property.

Since 2015, the City has collected an average of $67,091 annually in business personal property taxes from automobile dealers. SB 478 / HB 1317 would effectively terminate the City’s right to tax vehicles valued as inventory and significantly reduce the business personal property taxes the City collects from automobile dealers. Additionally, if the bill is adopted as drafted, the City would be required to issue a refund for the personal property taxes on vehicles collected since 2016.

It could be helpful if the bill were amended to allow—not require—local governments to offer up to a 100% credit on this or other categories of business personal property, because the City would still determine how it wishes to implement its tax policies. The City should not support State legislation that requires a refund of taxes previously collected.

**Fiscal Impact:**
Approximately $50,000 annually and approximately $150,000 in refunded taxes.

**Council Options:**
#1: Authorize the Mayor to sign the attached letter stating the City’s opposition to SB 478 / HB 1317.
#2: Authorize the Mayor to sign an amended letter.
#3: Take no position at this time.

**Staff Recommendation:**
#1

**Recommended Motion:**
I move to authorize the Mayor to sign the attached letters to the respective General Assembly committees stating the City’s opposition to SB 478 / HB 1317. These bills would mandate the City to provide a 100 percent tax credit on a certain category of business personal property.
Attachments:
SB 478
Draft letter stating the City’s opposition to SB 478
SENATE BILL 478

By: Senators Peters, Eckardt, Edwards, Guzzone, King, Salling, Serafini, and Zucker
Introduced and read first time: February 4, 2019
Assigned to: Budget and Taxation

A BILL ENTITLED

AN ACT concerning

Property Tax – Vehicles Valued as Stock in Business – Alteration of Tax Credit

FOR the purpose of altering the calculation of a certain property tax credit that the governing body of a county or municipal corporation is required to grant against the county or municipal corporation property tax imposed on vehicles valued as stock in business beginning on a certain date; providing for the retroactive application of this Act; and generally relating to the property tax credit for vehicles valued as stock in business.

BY repealing and reenacting, with amendments,
Article – Tax – Property
Section 9–108
Annotated Code of Maryland
(2012 Replacement Volume and 2018 Supplement)

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

Article – Tax – Property

9–108.

(a) The governing body of a county or municipal corporation shall grant a property tax credit under this section against the applicable county or municipal property tax imposed on vehicles valued as stock in business in an amount equal to:

(1) for the taxable year beginning July 1, 1990, 25% of the tax imposed on those vehicles; [and]
(2) for the taxable year beginning July 1, 1991 [and each taxable year thereafter], THROUGH THE TAXABLE YEAR BEGINNING JULY 1, 2015, 50% of the tax imposed on those vehicles; AND

(3) FOR THE TAXABLE YEAR BEGINNING JULY 1, 2016, AND EACH TAXABLE YEAR THEREAFTER, 100% OF THE TAX IMPOSED ON THOSE VEHICLES.

(b) In addition to any credit required under subsection (a) of this section, the governing body of a county or municipal corporation shall grant a property tax credit under this section against the applicable county or municipal property tax imposed on vehicles valued as stock in business in an amount equal to any increase in property tax resulting from an increase in the percent of assessment over the percent of assessment which was in effect for fiscal year 1989.

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect June 1, 2019, and shall be construed to apply retroactively and shall be applied to and interpreted to affect all taxable years beginning after June 30, 2016.
March 5, 2019

Senator Nancy J. King, Chair
Budget and Taxation
3 West
Miller Senate Office Building
Annapolis, MD 21401

Re: SB 478 Property Tax - Vehicles Valued as Stock in Business - Alteration of Tax Credit

Dear Senator King and Committee Members:

I am writing on behalf of the City of College Park to request that the Budget and Taxation Committee amend SB 478 or give it an unfavorable committee report. The City Council discussed this legislation during our meeting on March 5, 2019 and voted to oppose the bill as introduced.

As you know, municipalities have very limited taxing authority and much of our revenue is generated by taxes levied on real and business property. SB 478 imposes a State mandate that would effectively terminate our ability to tax certain types of business property. Additionally, it would require municipalities to refund prior year taxes that were appropriately levied and collected.

College Park is proud of our low tax rate, but SB 478 would require the City of College Park to raise taxes elsewhere or cut services equivalent to $50,000 per year. The City would support an amendment to SB 478 that would allow municipalities and counties to provide a tax credit up to 100 percent on business inventory (and possibly other categories of business personal property taxes). We are completely opposed to any State legislation that imposes additional restrictions on our taxing authority, or that requires local governments refund lawfully collected taxes.

I respectfully request that you amend the bill as noted above or oppose the bill.

Sincerely,

Patrick L. Wojahn
Mayor

cc: Maryland 21st District Delegation
Appointments to Boards and Committees Including Election Supervisors
CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM

Prepared By: Janeen S Miller, City Clerk

Meeting Date: March 5, 2019

Presented By: Janeen S Miller, City Clerk

Proposed Consent: No

Originating Department: City Clerk

Issue Before Council: Appointment of the Board of Election Supervisors

Strategic Plan Goal: Goal 6: Excellent Services

Background/Justification:
Article IV, Voting and Elections, of the College Park City Charter sets forth the procedure by which the Board of Election Supervisors is appointed:

City Charter C4-3 Supervisors of Elections
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] SIX qualified voters of said City, not holding any office thereunder, as Supervisors of Elections, who shall act as Judges of Elections at any elections held during the two years succeeding their appointment and who shall perform such other duties as may be delegated to them under the College Park Code, one of whom shall be appointed from the qualified voters of each of the four election districts and [one] TWO of whom shall be appointed by the Mayor with the consent of the Council. Such Supervisors of Elections are hereby authorized to administer oaths to the Judges of Elections and voting machine operators in the performance of their duties. The Mayor and Council shall designate one of the five Supervisors of Elections as the Chief of Elections.

At the March 12 Regular meeting, the Mayor and Council shall:
- Appoint the Supervisors of Elections for the next two-year term
- Designate the Chief of Elections
- Set their compensation.

A reminder was sent to Council by email on January 18.

For your information, the current BOES roster and their compensation is shown below.

<table>
<thead>
<tr>
<th>Current BOES Roster</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointee</td>
</tr>
<tr>
<td>John Robson (Chief) 5/24/94</td>
</tr>
<tr>
<td>Lisa Williams 10/23/18</td>
</tr>
<tr>
<td>Diane Ligon 02/26/19</td>
</tr>
<tr>
<td>John Payne 04/25/17</td>
</tr>
<tr>
<td>Maria Mackie 08/12/14</td>
</tr>
<tr>
<td>VACANT - effective date of this position is May 1</td>
</tr>
</tbody>
</table>

Fiscal Impact:
For the last three terms (2013-2015, 2015-2017 and 2017-2019) the compensation has been set as follows:
- In an election year, all of the Board receives compensation.
- In a non-election year, only the Chief Supervisor is compensated.
- Chief of Supervisors: $480/fiscal year. Election Supervisors: $360/fiscal year in an election year only.
### Council Options:
1. As prescribed by City Code: Discuss next week’s appointments to the Board of Election Supervisors for the next 2-year term; discuss the designation of the Chief; discuss the compensation.

<table>
<thead>
<tr>
<th>Staff Recommendation:</th>
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<tbody>
<tr>
<td>#1</td>
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<table>
<thead>
<tr>
<th>Recommended Motion:</th>
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<tbody>
<tr>
<td>N/A</td>
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<table>
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<tr>
<th>Attachments:</th>
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<tbody>
<tr>
<td>N/A</td>
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</table>
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.


<table>
<thead>
<tr>
<th>Advisory Planning Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointee</td>
</tr>
<tr>
<td>Larry Bleau 7/9/02</td>
</tr>
<tr>
<td>Llatetra Brown Esters</td>
</tr>
<tr>
<td>Christopher Gill 09/24/13</td>
</tr>
<tr>
<td>James E. McFadden 2/14/99</td>
</tr>
<tr>
<td>Ben Flamm 01/02/18</td>
</tr>
<tr>
<td>Santosh Chelliah 01/02/18</td>
</tr>
<tr>
<td>Stephanie Stullich 01/02/18</td>
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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.

<table>
<thead>
<tr>
<th>Airport Authority</th>
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<tbody>
<tr>
<td>Appointee</td>
</tr>
<tr>
<td>James Garvin 11/9/04</td>
</tr>
<tr>
<td>Jack Robson 5/11/04</td>
</tr>
<tr>
<td>Anna Sandberg 2/26/85</td>
</tr>
<tr>
<td>Gabriel Iriarte 1/10/06</td>
</tr>
<tr>
<td>Christopher Dullinig 6/12/07</td>
</tr>
<tr>
<td>David Kolesar 04/28/15</td>
</tr>
<tr>
<td>Dave Dorsch 08/11/15</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Animal Welfare Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointee</td>
</tr>
<tr>
<td>Dave Turley 3/23/10</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>---------------------</td>
</tr>
<tr>
<td>Patti Stange</td>
</tr>
<tr>
<td>Taimi Anderson</td>
</tr>
<tr>
<td>Suzie Bellamy</td>
</tr>
<tr>
<td>Nick Brennan</td>
</tr>
<tr>
<td>Kathy Rodeffer</td>
</tr>
<tr>
<td>John Robson (Chief)</td>
</tr>
<tr>
<td>Lisa Williams</td>
</tr>
<tr>
<td>Diane Ligon</td>
</tr>
<tr>
<td>John Payne</td>
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<tr>
<td>Maria Mackie</td>
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</tbody>
</table>

Resolution 15-R-26, 10-R-20: Up to fifteen members appointed by the Mayor and Council for three-year terms. Not a compensated committee. Liaison: Public Services.

### Board of Election Supervisors

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Represents</th>
<th>Appointed by</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Robson (Chief)</td>
<td>Mayoral appt</td>
<td>M&amp;C</td>
<td>03/19</td>
</tr>
<tr>
<td>Lisa Williams</td>
<td>District 1</td>
<td>M&amp;C</td>
<td>03/19</td>
</tr>
<tr>
<td>Diane Ligon</td>
<td>District 2</td>
<td>M&amp;C</td>
<td>03/19</td>
</tr>
<tr>
<td>John Payne</td>
<td>District 3</td>
<td>M&amp;C</td>
<td>03/19</td>
</tr>
<tr>
<td>Maria Mackie</td>
<td>District 4</td>
<td>M&amp;C</td>
<td>03/19</td>
</tr>
</tbody>
</table>

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. Chief of Supervisors: $480/fiscal year. Election Supervisors: $360/fiscal year. Liaison: City Clerk’s office.

### Charter Review Commission

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Represents</th>
<th>Appointed by</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Krouse</td>
<td>District 1</td>
<td>Kabir</td>
<td>Members shall serve until the Commission’s findings are submitted to the Mayor and Council, expected no later than May 31, 2019.</td>
</tr>
<tr>
<td>Nathan Rickard</td>
<td>District 1</td>
<td>Kennedy</td>
<td></td>
</tr>
<tr>
<td>Brooks Boliek</td>
<td>District 2</td>
<td>Brennan</td>
<td></td>
</tr>
<tr>
<td>Cameron Thurston</td>
<td>District 2</td>
<td>Dennis</td>
<td></td>
</tr>
<tr>
<td>Ray Ranker</td>
<td>District 3</td>
<td>Day</td>
<td></td>
</tr>
<tr>
<td>Virdina Gibbs</td>
<td>District 3</td>
<td>Rigg</td>
<td></td>
</tr>
<tr>
<td>Normand Bernache</td>
<td>District 4</td>
<td>Kujawa</td>
<td></td>
</tr>
<tr>
<td>Peter King</td>
<td>District 4</td>
<td>Mitchell</td>
<td></td>
</tr>
<tr>
<td>Nora Eidelman</td>
<td>At-large</td>
<td>Mayor</td>
<td></td>
</tr>
<tr>
<td>Dan Alpert</td>
<td>At-large</td>
<td>Mayor</td>
<td></td>
</tr>
</tbody>
</table>

Established 11-20-2018 by Resolution 18-R-23. Members shall select a Chair and Vice Chair from among the appointed members. Not a compensated commission. Liaison: City Clerk
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.

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Represents</th>
<th>Appointed by</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carlo Colella</td>
<td>Class A Director</td>
<td>UMD President</td>
<td>06/30/21</td>
</tr>
<tr>
<td>Edward Maginnis</td>
<td>Class A Director</td>
<td>UMD President</td>
<td>06/30/21</td>
</tr>
<tr>
<td>Ken Ulman</td>
<td>Class A Director</td>
<td>UMD President</td>
<td>06/30/19</td>
</tr>
<tr>
<td>Brian Darmody</td>
<td>Class A Director</td>
<td>UMD President</td>
<td>06/30/20</td>
</tr>
<tr>
<td>Patrick L. Wojahn (01/12/16)</td>
<td>Class B Director</td>
<td>M&amp;C</td>
<td>06/30/20</td>
</tr>
<tr>
<td>Maxine Gross</td>
<td>Class B Director</td>
<td>M&amp;C</td>
<td>06/30/20</td>
</tr>
<tr>
<td>Senator James Rosapepe</td>
<td>Class B Director</td>
<td>M&amp;C</td>
<td>06/30/19</td>
</tr>
<tr>
<td>Stephen Brayman</td>
<td>Class B Director</td>
<td>M&amp;C</td>
<td>06/30/20</td>
</tr>
<tr>
<td>David Iannucci (07/15/14)</td>
<td>Class C Director</td>
<td>City and University</td>
<td>06/30/20</td>
</tr>
<tr>
<td>Dr. Richard Wagner</td>
<td>Class C Director</td>
<td>City and University</td>
<td>06/30/19</td>
</tr>
</tbody>
</table>

The resolution for the College Park Seniors Committee membership: Resolution 16-R-33 adopted December 13, 2016. Resolution 17-R-29 adopted November 28, 2017 increased membership. Membership: One City Councilmember, between four and nine additional members, with the goal of at least one resident per Council district. Two year terms. The Committee shall appoint a Chair and Vice Chair each with a term of one year from among the members of the committee. Not a compensated committee. Liaison: Youth, Family and Senior Services.

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Resides in</th>
<th>Appointed by</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janis Oppelt 8/8/06</td>
<td>District 1</td>
<td>M&amp;C</td>
<td>01/19</td>
</tr>
<tr>
<td>Suchitra Balachandran 10/9/07</td>
<td>District 4</td>
<td>M&amp;C</td>
<td>01/20</td>
</tr>
<tr>
<td>Donna Weene 9/8/09</td>
<td>District 1</td>
<td>M&amp;C</td>
<td>01/19</td>
</tr>
</tbody>
</table>
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.**

**Complete Count Committee**

<table>
<thead>
<tr>
<th>Appointee:</th>
<th>Suggested Composition / Slot filled:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Day 12/11/18</td>
<td>Councilmember – Liaison to full Council</td>
</tr>
<tr>
<td>Denise Mitchell 12/11/18</td>
<td>Councilmember – Liaison to full Council</td>
</tr>
<tr>
<td>Heidi Biff 12/11/18</td>
<td>UMD Dept of Fraternity &amp; Sorority Life</td>
</tr>
<tr>
<td>Gloria Aparicio-Blackwell 12/11/18</td>
<td>UMD Office of Community Engagement</td>
</tr>
<tr>
<td>Michael Glowacki 12/11/18</td>
<td>UMD Dept of Resident Life</td>
</tr>
<tr>
<td>Jim Nealis 02/12/19</td>
<td>Resident</td>
</tr>
<tr>
<td>John Payne 02/12/19</td>
<td>Neighbors Helping Neighbors</td>
</tr>
<tr>
<td>Lupi Quinteros-Grady 02/26/19</td>
<td>Latino community liaison</td>
</tr>
<tr>
<td>Melissa Sites 12/11/18</td>
<td>Community Association – CPAE</td>
</tr>
<tr>
<td>Andy Miller 02/12/19</td>
<td>PGPOA / landlord representative</td>
</tr>
</tbody>
</table>

Resolution 18-R-14 adopted 10-09-2018: Composed of up to 10 members appointed by the Mayor and Council. Target representation shown above. Members shall be representative of a cross-section of residents willing to serve until the completion of the 2020 Census. Committee will be discharged after a report summarizing their goals and achievements is presented to Council at the conclusion of the 2020 Census. The committee shall select a Chair from among the members. A quorum for purposes of conducting business shall be a majority of appointed members. Not a compensated committee. **Liaison: Planning.**

**Education Advisory Committee**

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Represents</th>
<th>Appointed by</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alethea Ten Eyck-Sanders 11/10/15</td>
<td>District 3</td>
<td>M&amp;C</td>
<td>11/17</td>
</tr>
<tr>
<td>Melissa Day 9/15/10</td>
<td>District 3</td>
<td>M&amp;C</td>
<td>08/19</td>
</tr>
<tr>
<td>Carolyn Bernache 2/9/10</td>
<td>District 4</td>
<td>M&amp;C</td>
<td>02/21</td>
</tr>
<tr>
<td>Stacy Currie 01/29/19</td>
<td>UMCP</td>
<td>UMCP</td>
<td>01/21</td>
</tr>
<tr>
<td>Dawn Powers 1/26/16</td>
<td>District 2</td>
<td>M&amp;C</td>
<td>01/18</td>
</tr>
<tr>
<td>David Toledo 04/25/16</td>
<td>District 1</td>
<td>M&amp;C</td>
<td>04/18</td>
</tr>
<tr>
<td>Rose Greene Colby</td>
<td>District 3</td>
<td>M&amp;C</td>
<td>02/21</td>
</tr>
<tr>
<td>Daniel First 04/11/17</td>
<td>District 3</td>
<td>M&amp;C</td>
<td>04/19</td>
</tr>
<tr>
<td>Doris Ellis 08/08/17</td>
<td>District 4</td>
<td>M&amp;C</td>
<td>08/19</td>
</tr>
</tbody>
</table>

Resolutions 97-R-17, 99-R-4, 10-R-13, 15-R-25, and 17-R-09: 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. All except the UMCP appointee shall be City residents. 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.

<table>
<thead>
<tr>
<th>Ethics Commission</th>
<th>Appointee</th>
<th>Represents</th>
<th>Appointed by</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nora Eidelman</td>
<td>District 1</td>
<td>Mayor</td>
<td>11/19</td>
<td></td>
</tr>
<tr>
<td>Joe Theis</td>
<td>District 2</td>
<td>Mayor</td>
<td>06/19</td>
<td></td>
</tr>
<tr>
<td>Rachel Gregory</td>
<td>District 3</td>
<td>Mayor</td>
<td>05/20</td>
<td></td>
</tr>
<tr>
<td>Gail Kushner</td>
<td>District 4</td>
<td>Mayor</td>
<td>05/20</td>
<td></td>
</tr>
<tr>
<td>Robert Thurston</td>
<td>At Large</td>
<td>Mayor</td>
<td>05/20</td>
<td></td>
</tr>
<tr>
<td>Alan C. Bradford</td>
<td>At-Large</td>
<td>Mayor</td>
<td>11/19</td>
<td></td>
</tr>
<tr>
<td>Frank Rose</td>
<td>At-Large</td>
<td>Mayor</td>
<td>05/20</td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Housing Authority of the City of College Park</th>
<th>Appointee</th>
<th>Represents</th>
<th>Appointed by</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bob Catlin</td>
<td></td>
<td>Mayor</td>
<td>05/01/19</td>
<td></td>
</tr>
<tr>
<td>James McFadden</td>
<td></td>
<td>Mayor</td>
<td>05/01/23</td>
<td></td>
</tr>
<tr>
<td>John Moore</td>
<td></td>
<td>Mayor</td>
<td>05/01/19</td>
<td></td>
</tr>
<tr>
<td>Arelis Perez</td>
<td></td>
<td>Mayor</td>
<td>05/01/20</td>
<td></td>
</tr>
<tr>
<td>Carl Patterson</td>
<td>At-Tall</td>
<td>Mayor</td>
<td>05/01/22</td>
<td></td>
</tr>
</tbody>
</table>

The College Park Housing Authority was established in City Code Chapter 11 Article I, but it operates independently under Division II of the Housing and Community Development section 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.

<table>
<thead>
<tr>
<th>Martin Luther King, Jr. Tribute Committee</th>
<th>Appointee</th>
<th>Represents</th>
<th>Appointed by</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lilla Sutton</td>
<td>District 2</td>
<td>M&amp;C</td>
<td>09/19</td>
<td></td>
</tr>
<tr>
<td>Dottie Chicquel</td>
<td>Non-resident</td>
<td>M&amp;C</td>
<td>09/19</td>
<td></td>
</tr>
<tr>
<td>Jordan Schakner</td>
<td>District 1</td>
<td>M&amp;C</td>
<td>10/20</td>
<td></td>
</tr>
<tr>
<td>Anita Wolley</td>
<td>District 2</td>
<td>M&amp;C</td>
<td>11/20</td>
<td></td>
</tr>
</tbody>
</table>

Resolution 16-R-11 adopted 06-14-2016. Purpose is to plan, organize and execute an annual event in honor of Dr. King. 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.

### Noise Control Board

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Represents</th>
<th>Appointed by</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Shroder 11/23/10</td>
<td>District 1</td>
<td>Council, for District 1</td>
<td>01/19</td>
</tr>
<tr>
<td>Harry Pitt, Jr. 9/26/95</td>
<td>District 2</td>
<td>Council, for District 2</td>
<td>04/20</td>
</tr>
<tr>
<td>Alan Stillwell 6/10/97</td>
<td>District 3</td>
<td>Council, for District 3</td>
<td>09/20</td>
</tr>
<tr>
<td>Suzie Bellamy</td>
<td>District 4</td>
<td>Council, for District 4</td>
<td>12/20</td>
</tr>
<tr>
<td>Adele Ellis 04/24/12</td>
<td></td>
<td>Mayoral Appt</td>
<td>08/20</td>
</tr>
<tr>
<td>Larry Wenzel 3/9/99</td>
<td>Alternate</td>
<td>Council - At large</td>
<td>02/18</td>
</tr>
<tr>
<td>Aaron Springer 10/09/18</td>
<td>Alternate</td>
<td>Council – At large</td>
<td>10/22</td>
</tr>
</tbody>
</table>

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

### Recreation Board

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Lives In</th>
<th>Appointed by</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarah Araghi 7/14/09</td>
<td>District 1</td>
<td>M&amp;C</td>
<td>10/18</td>
</tr>
<tr>
<td>Barbara Pianowski 3/23/10</td>
<td>District 4</td>
<td>M&amp;C</td>
<td>11/20</td>
</tr>
<tr>
<td>Judith Oarr 05/14/13</td>
<td>District 4</td>
<td>M&amp;C</td>
<td>05/19</td>
</tr>
<tr>
<td>Bettina McCloud 1/11/11</td>
<td>District 1</td>
<td>M&amp;C</td>
<td>01/20</td>
</tr>
<tr>
<td>Christina Toy 01/09/18</td>
<td>District 1</td>
<td>M&amp;C</td>
<td>01/21</td>
</tr>
<tr>
<td>Jane Hopkins 1/23/18</td>
<td>District 4</td>
<td>M&amp;C</td>
<td>01/21</td>
</tr>
<tr>
<td>Janice Bernache 02/13/18</td>
<td>District 3</td>
<td>M&amp;C</td>
<td>02/21</td>
</tr>
<tr>
<td>Santosh Chelliah 10/09/18</td>
<td>District 4</td>
<td>M&amp;C</td>
<td>10/21</td>
</tr>
<tr>
<td>Darlene White 10/09/18</td>
<td>District 2</td>
<td>M&amp;C</td>
<td>10/21</td>
</tr>
</tbody>
</table>

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.

### Tree and Landscape Board

<table>
<thead>
<tr>
<th>Member</th>
<th>Represents</th>
<th>Appointed by</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christine O’Brien 08/11/15</td>
<td>Citizen</td>
<td>M&amp;C</td>
<td>08/17</td>
</tr>
<tr>
<td>VACANT</td>
<td>Citizen</td>
<td>M&amp;C</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>---------</td>
<td>-----</td>
<td></td>
</tr>
<tr>
<td>James Meyer 10/24/17</td>
<td>Citizen</td>
<td>M&amp;C</td>
<td>10/19</td>
</tr>
<tr>
<td>VACANT</td>
<td>Citizen</td>
<td>M&amp;C</td>
<td></td>
</tr>
<tr>
<td>VACANT</td>
<td>Citizen</td>
<td>M&amp;C</td>
<td></td>
</tr>
<tr>
<td>Janis Oppelt</td>
<td>CBE Chair Liaison</td>
<td></td>
<td></td>
</tr>
<tr>
<td>John Lea-Cox 1/13/98</td>
<td>City Forester</td>
<td>M&amp;C</td>
<td>04/19</td>
</tr>
<tr>
<td>Brenda Alexander</td>
<td>Public Works Director</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Represents</th>
<th>Appointed by</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph Ruth 11/7/01</td>
<td>VFW</td>
<td>M&amp;C</td>
<td>01/19</td>
</tr>
<tr>
<td>Blaine Davis 10/28/03</td>
<td>American Legion</td>
<td>M&amp;C</td>
<td>01/19</td>
</tr>
<tr>
<td>Rita Zito 11/7/01</td>
<td>M&amp;C</td>
<td>12/18</td>
<td></td>
</tr>
<tr>
<td>Doris Davis 10/28/03</td>
<td>M&amp;C</td>
<td>01/19</td>
<td></td>
</tr>
<tr>
<td>Arthur Eaton</td>
<td>M&amp;C</td>
<td>11/19</td>
<td></td>
</tr>
<tr>
<td>Seth Gomoljak 11/6/14</td>
<td>M&amp;C</td>
<td>11/17</td>
<td></td>
</tr>
<tr>
<td>Robert Green 01/09/18</td>
<td>M&amp;C</td>
<td>01/21</td>
<td></td>
</tr>
<tr>
<td>Mary Cook 02/12/19</td>
<td>M&amp;C</td>
<td>02/22</td>
<td></td>
</tr>
<tr>
<td>Lisa Fischer 02/26/19</td>
<td>M&amp;C</td>
<td>02/22</td>
<td></td>
</tr>
</tbody>
</table>

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.
Future Agenda items
TO: Mayor, City Council, City Manager and Department Directors

FROM: Janeen S. Miller, City Clerk

DATE: March 1, 2019

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.

**MARCH 12, 2019 REGULAR MEETING**

Proclamation for Woman’s History Month

Public Hearing and possible adoption of Charter Resolution 19-CR-02 amending Section C4-3 of the City Charter to increase the number of Election Supervisors – Suellen Ferguson, City Attorney

Public Hearing and possible adoption of Ordinance 19-O-06 amending Chapter 110 to increase certain fees – Gary Fields, Director of Finance

Proposed Consent: Approval of a contract with Fireworks Extravaganza for 2019 fireworks display, with options to renew for 2020 – 2022, at $18,000 per year – Bob Ryan, Director of Public Services

Annual Review/Renewal of Insurance Contracts – Jill Clements, Director of Human Resources (20)

02-27-19: Discussion of, and possible introduction of, an ordinance on dumping fees – Suellen Ferguson, City Attorney

Amendment to Small Cell Ordinance – Suellen Ferguson, City Attorney

**MARCH 19, 2019 WORKSESSION**

Recommendations on grants and sponsorships policy - Gary Fields, Director of Finance (30)

Discussion of a new bike share/scooter program – Terry Schum, Director of Planning (45)
02-25-19: Follow up to Council Retreat – Scott Somers, City Manager (20)

02-25-19: Update of City Hall project and timing – Scott Somers, City Manager (20)

Discussion of legislation – Possible Special Session – Bill Gardiner, Assistant City Manager

2:20

MARCH 26, 2019 REGULAR MEETING

02-28-19: ATHA Annual Update – Aaron Marcavitch, Executive Director

02-13-19: Annual economic development report – Ryan Chelton, Economic Development Coordinator

02-26-19: Public Hearing, amendments to, and possible adoption of 19-O-05

APRIL 2, 2019 WORKSESSION

Discussion of legislation – Possible Special Session – Bill Gardiner, Assistant City Manager

Comments on the M-NCPCC Budget – Bill Gardiner, Assistant City Manager

:30

APRIL 9, 2019 REGULAR MEETING

Lakeland STARs and College Park Scholars

APRIL 16, 2019 WORKSESSION

11-29-18: Presentation of City-wide Tree Canopy Assessment by Mike Galvin from SavATree - Brenda Alexander, Assistant Director of Public Works (30)

:40

ANNUAL ITEMS

January, early: Discussion of Homestead Tax Credit Rate (currently at 0%) (must certify by March 25 to change rate)

January, after an election: Review and adoption of Council Rules and Procedures

IFC/PHA Annual meeting with Council (when is best?)

March: Annual Review/Renewal of Insurance Contracts

March: Annual farmers market debrief

March: Annual Economic Development Report
April and September: Comments on the M-NCPPC budget

October, first regular meeting: Proclamation for Indigenous Peoples’ Day

Early Fall: Annual presentation from SHA on projects in the City (schedule prior to CTP discussion)

Fall: Appointment of Annual Council Retreat subcommittee

November, first regular meeting: Proclamation for Small Business Saturday

December: Approval of Annual Retreat agenda

**MASTER LIST**

03-08-12: Trolley Trail negotiations – Suellen Ferguson, City Attorney

04-03-18: Subcommittee recommendations for student recognition program

2019 Quarterly Financial Presentations: January 29, April 23, August 13, October 22

01-02-19: Consideration of a request to amend the Declaration of Covenants for 4619 College Avenue to increase the occupancy limit – Suellen Ferguson, City Attorney

01-08-19: Follow-up discussion on possible City tax credit for certain populations in the City (senior citizens, retired military) as discussed at the January 8 W/S – Gary Fields, Director of Finance

01-23-19: Award of Design/Build Contract for College Park Woods Pool property

01-23-19: Approval of Business Recognition Program

01-23-19: Discussion of discharge of sump pump water runoff (Kabir)

08-14-18: Discussion of City-wide parking (45)

01-30-19: Follow-up discussion on the ad-hoc Committee-on-Committee recommendations and review of survey results - Scott Somers, City Manager and the Committee on Committees: Councilmembers Kennedy, Rigg, Brennan and Mitchell (45)

02-05-19: Council approval of any decisions relating to reducing the speed limit, removing traffic calming or removing stop signs on Calvert Road relating to Purple Line construction impacts

Discussion of a City rebate program for installation of residential security technology (30) - Bob Ryan, Director of Public Services

Ordinance authorizing the acquisition of 7415 Columbia Avenue Property

Discussion of language access accommodations for City residents to engage with City government – Mayor Wojahn
Information Report on the feasibility of a City tax credit for residents to purchase flood insurance – request of Councilmember Rigg

Presentation on the University Club (4800 Berwyn House Road) new construction – Terry Schum, Director of Planning

May 14: Proclamation for National Kids to Parks Day

Approval to enter into a requirements contract for on-call engineering services