TUESDAY, MAY 7, 2019
CITY OF COLLEGE PARK
COUNCIL CHAMBERS
WORKSESSION AGENDA

7:30 P.M.

(There will be a closed session following the meeting.)

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.

<table>
<thead>
<tr>
<th>Time</th>
<th>Item</th>
<th>Staff/Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:30</td>
<td>CALL TO ORDER</td>
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<tr>
<td></td>
<td>CITY MANAGER’S REPORT</td>
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<td></td>
<td>AMENDMENTS TO AND APPROVAL OF THE AGENDA</td>
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<td></td>
<td><strong>Discussion Items</strong></td>
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<tr>
<td>7:35</td>
<td>1 Review of Detailed Site Plan for EZ Storage on Branchville Road (30)</td>
<td>Terry Schum, Director of Planning</td>
</tr>
<tr>
<td>8:05</td>
<td>2 Review of City Grants &amp; Sponsorships policy (30)</td>
<td>Gary Fields, Director of Finance</td>
</tr>
<tr>
<td>8:35</td>
<td>3 Award of Contract for AIMS parking management software (15)</td>
<td>Bob Ryan, Director of Public Service</td>
</tr>
<tr>
<td>8:50</td>
<td>4 Follow-up from March 5 Worksession on changes to City Code Chapter 138, Noise (30)</td>
<td>Bob Ryan, Director of Public Services</td>
</tr>
<tr>
<td>9:20</td>
<td>5 Status of community garden on WMATA property south of Albion Road (15)</td>
<td>Terry Schum, Director of Planning</td>
</tr>
<tr>
<td>9:35</td>
<td>6 Appointments to Boards and Committees</td>
<td>Mayor and Council</td>
</tr>
<tr>
<td>9:40</td>
<td>7 Requests for/Status of Future Agenda items</td>
<td>Mayor and Council</td>
</tr>
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CLOSED SESSION

Pursuant to the Maryland Annotated Code, General Provisions Article § 3-305, the Mayor and Council of the City of College Park will meet in a Closed Session after the Worksession on May 7, 2019 in the Council Chambers of City Hall to consider matters related to collective bargaining negotiations. Members of the public may attend the public portion of the meeting to witness the Mayor and Council’s vote to enter into the Closed Session. The Mayor and Council will not return to public session after the Closed Session ends.

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
Review of Detailed Site Plan for EZ Storage on Branchville Road
originating department:  planning, community and economic development

issue before council:  EZ Storage at 5151 Branchville Road, DSP-15031-01, Variances from 27-474(b) and 27-475(a)(1)(c), Departures: DDS-648, DPLS-459

strategic plan goal:  Goal #3: High Quality Development and Reinvestment

background/request:
On November 3, 2016, the Prince George’s County Planning Board approved DSP 15031 with conditions to allow the razing of three existing buildings and associated parking for the purpose of redeveloping the site with a 3-story consolidated storage (EZ Storage) building and parking. The City Council had unanimously recommended approval with conditions on October 25, 2016.

The Applicant has since needed to revise the plan due to floodplain impacts. Plan changes include: reducing the building footprint from 38,790 square feet to 24,438 square feet, increasing the height from 3-stories to 5-stories, increasing the number of storage units from 850 to 950 units, eliminating a resident manager facility and reducing the office space by 200 square feet. In addition, the Applicant is requesting a departure to reduce the number of parking spaces from the required 23 spaces to 12 spaces and a departure to reduce the size of the required 5 loading spaces from 12-foot wide by 45-foot long to 10-foot wide by 20-foot long. The Planning Board hearing is scheduled for Thursday, May 23, 2019. The M-NCPCC Technical Staff Report may be available on May 10th.

Staff recommends approval of the proposed changes due to the need to accommodate flood plain regulations and the anticipated minimal impact of the changes to the community. Parking studies have justified the request for reduced parking and loading space dimensions. The increased height is minimized given the location of the storage facility along the railroad tracks and MD193.

fiscal impact:
The Fiscal Impact is favorable since the property assessment and corresponding taxes should increase with the new, larger building. Currently, the City receives real estate property tax of $5,712 (FY 2019) from Hydra Lift Industrial Truck. At 122,190 square feet, EZ Storage will be almost six times the size of the existing, depreciated buildings (21,378 square feet).

Council Options:
1. Recommend approval of DSP-15031-01 with conditions in accordance with staff recommendation.
2. Recommend approval of DSP-15031-01 with different or modified conditions.
3. Recommend denial of DSP-15031-01.

Staff Recommendation:
#1

Recommended Motion:
I move that the City Council recommend approval of Detailed Site Plan-15031-01 including the flood plain waiver from DPIE, height and setback variances and the departures to reduce the amount of parking and dimensions of the loading spaces subject to conditions.
Attachments:
1. City Staff Report
2. Detailed Site Plan Submittal Link:
   - Click on the RE-REFERRAL hyperlink to view case: [https://www.dropbox.com/sh/a41pyn8jthomehr/AACFG-BrGYqN4VII1mHEM1V3Ha?dl=0](https://www.dropbox.com/sh/a41pyn8jthomehr/AACFG-BrGYqN4VII1mHEM1V3Ha?dl=0)
   - Click on the original referral hyperlink to view case: [https://www.dropbox.com/sh/4h103ayd3jhfj15/AACR_38Q7jhtv2SV-rpLA6da?dl=0](https://www.dropbox.com/sh/4h103ayd3jhfj15/AACR_38Q7jhtv2SV-rpLA6da?dl=0)
3. M-NCPPC Technical Staff Report Link: [www.pgplanning.org/Planning_Board/Agendas.htm](http://www.pgplanning.org/Planning_Board/Agendas.htm)
City Staff Report
Detailed Site Plan (DSP) 15031-01
Variance from 27-474(b)-front yard setback
Variance from 27-475(a)(1)(c)-consolidated storage facility height
Departure DPLS-459 from number of parking spaces
Departure DDS-648 from size of loading spaces

EZ Storage
5151 Branchville Road

Background/Request

The Applicant, EZ Storage, is requesting approval to amend a previously approved Detailed Site Plan to construct a consolidated self-storage warehouse with surface parking on a 1.82-acre site at 5151 Branchville Road (approximately 1,080 feet east of its intersection with Rhode Island Avenue) in the Branchville Industrial Park. Currently, the property is improved with 3 buildings that comprise a hydraulic truck repair facility (Hydra Lift Industrial Truck) and associated surface parking.

On October 25, 2016, the City Council unanimously recommended approval with conditions for DSP 15031 for EZ Storage, including a 10-foot variance from the required 25-foot building setback from Branchville Road subject to the following:

1. Prior to DSP certification, revise the site plan to be consistent with the frontage exhibit that shows a 4-foot sidewalk connecting to the office entry walk and a 3-foot planting area along the western parking lot area; a 7-foot planting area along Branchville Road east of the driveway entrance to the office parking lot; and a turn-around area where Branchville Road dead ends at the railroad tracks.

2. Ensure that all required parking and loading spaces are provided on site.

3. Prior to building permit, provide a deed of dedication to the City that establishes a minimum of 25 feet of right-of-way from the center line of Branchville Road along the front of the subject property. Applicant is to provide a letter in substantially the form attached prior to the Planning Board hearing agreeing to provide the deed of dedication.

The Planning Board approved the DSP on November 3, 2016 with a condition that “prior to issuance of a grading permit, the detailed site plan and Type 2 tree conservation plan, if necessary, shall be revised to relocate the building out of the 100-year overflow path as referenced in Stormwater Management Concept Plan 41022-2015. The applicant shall coordinate with the Prince George’s County Department of Permitting, Inspections and Enforcement (DPIE) as to the appropriate location of the building.” The current application has reduced the building’s footprint from 38,790 square feet to 24,438 square feet and raised the height of the building from 3 to 5 stories to reduce impact to the 100-year flood plain. Due to the site constraints, the
Applicant found it necessary to seek departures from parking standards, and variances from height and setback standards.

The table below shows the required zoning ordinance standard, the Applicant’s previous request and the current proposal.

<table>
<thead>
<tr>
<th>Standard</th>
<th>Requirement</th>
<th>Previously Requested and Approved</th>
<th>Current Proposal</th>
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<tbody>
<tr>
<td>Height</td>
<td>36-foot Maximum</td>
<td>3-stories, 36-feet high</td>
<td>5-stories, 62.7 feet (top of parapet) 26.7-foot height variance</td>
</tr>
<tr>
<td>Total Square footage</td>
<td>N/A</td>
<td>116,370</td>
<td>122,190</td>
</tr>
<tr>
<td>Square footage per floor</td>
<td>N/A</td>
<td>38,790</td>
<td>24,438</td>
</tr>
<tr>
<td>Storage Units</td>
<td>N/A</td>
<td>850</td>
<td>950</td>
</tr>
<tr>
<td>Parking Space Number</td>
<td>23*</td>
<td>24-spaces</td>
<td>12 parking spaces and 5 loading spaces (11-space departure)</td>
</tr>
<tr>
<td>Loading Space Size</td>
<td>12-foot wide by 45-foot long</td>
<td>No departure requested</td>
<td>10-foot wide by 20-foot long</td>
</tr>
<tr>
<td>Front Setback</td>
<td>25-foot minimum</td>
<td>10-foot variance</td>
<td>10-foot variance</td>
</tr>
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</table>

*Even though the new proposal increases the number of storage units by 100 units, the required parking did not increase because the parking ratio for storage units is 1 parking space per 50 units, and the Applicant eliminated the resident manager unit and reduced the office space by 200 square feet.

**Zoning**

The subject property is zoned I-2 and is within the 2001 Approved Sector Plan for the Greenbelt Metro Area.

**Surrounding Uses and Zoning**

<table>
<thead>
<tr>
<th>Direction from subject site</th>
<th>Use</th>
<th>Zoning</th>
</tr>
</thead>
<tbody>
<tr>
<td>North (across Branchville Road)</td>
<td>Auto Repair Facilities, Building Supply, CSX Vacant Land</td>
<td>I-2</td>
</tr>
<tr>
<td>South</td>
<td>Maryland State Highway 193/Greenbelt Road</td>
<td>NA</td>
</tr>
<tr>
<td>West</td>
<td>Elevator Repair (contractor’s office with outside storage)</td>
<td>CSC</td>
</tr>
<tr>
<td>East</td>
<td>CSX right-of-way and Metro Green Line</td>
<td>NA</td>
</tr>
</tbody>
</table>

**Conformance with the 2001 Approved Sector Plan for the Greenbelt Metro Area**

The proposed development is identified as located in the North College Park subarea of the Greenbelt Metro Area Sector Plan. The plan recommends that “incompatible industrial uses in the southern portion of North College Park (Branchville) should be phased out and the land
should be redeveloped with appropriate residential uses.” [p. 121]. Implementation of this recommendation would require rezoning of the property from I-2 to an appropriate residential zone. This property is unlikely to transition to residential use given its size, location adjoining a major highway and the railroad tracks and industrial development to the north and west. Converting the use from heavy industrial (hydraulic industrial truck repair) to light industrial (self-storage) is a positive move in the envisioned direction.

**Environmental Features**

The Primary Management Area (PMA), regulated environmental features, is 1.62 acres or 89% of the site. It is comprised of floodplain and areas of steep slopes. This PMA, mainly located on the southern portion of the property, has steep slopes due to the grading for MD193. The PMA has been impacted almost entirely by previous development of the site.

**Flood Plain**

The Applicant requested a floodplain waiver from DPIE to fill in the floodplain. DPIE found “the current condition of the site has an existing one-story industrial building and parking lot. The existing building finished floor elevation is 61.9’ NGVD29 and the existing 100-year floodplain elevation is at 64.9’ NGVD29. The existing building and parking lot are impacted by flooding. The redevelopment of this site will demolish the existing flood prone building and parking, construct a new building with freeboard above the floodplain. The redevelopment of this site improves drainages such that the 100-year elevations on Branchville Road will decrease from 65.9’ to 64.5’ NGVD29. The project will also provide stormwater management to treat legacy impervious areas and will provide 100-year control.” DPIE concluded that “based on the information submitted and the corresponding summary response to the waiver conditions, the Applicant has demonstrated compliance with the waiver requirement. Therefore, the waiver request is hereby approved with conditions.” One of the conditions requires that the Applicant provide compensatory storage to off-set the fill proposed in the floodplain area. This compensatory storage area, to be sodded, is shown at the southwestern side of the site to be contained with a retaining wall and fence of varying height as necessary.

**Woodland Conservation**

The site contains woodlands (approximately 50 feet to 70 feet wide) that extend into the right-of-way and serve as a buffer between the site and the road. No specimen trees have been identified on site. The site is subject to the provisions of the 2010 Prince George’s County Woodland and Wildlife Habitat Conservation Ordinance (WCO) because the property is greater than 40,000 square feet, contains more than 10,000 square feet of existing woodland and has a previously approved TCP2. A revised Type 2 Tree Conservation Plan (TCP2-020-2016-01) for the reconfiguration of site elements was submitted for review. The revised TCP2 shows a total woodland conservation requirement of 0.06 acres and indicates the entire requirement will be met by payment of a fee-in lieu totaling $3,353.24.

**Stormwater Management**

A Stormwater Management Concept Approval Letter (#32569-2018-00) was issued on February 28, 2019 by the Prince George’s County Department of Permitting, Inspections and Enforcement (DPIE). Requirements are proposed to be met through a combination of onsite attenuation and
fee-in-lieu. The approved plan proposes two micro-bioretenion facilities, and a network of pipes and outfalls that drain to an existing drainage easement along MD-193. A fee-in-lieu amount of $4,800.00 is required for on-site attenuation/quality control measures.

Staff Comment: Environmental Planning staff has concluded, and City staff concurs, that the regulated environmental features on the subject property have been preserved and/or restored as fully as possible given the unusual development constraints of the property.

Building Design

Building
The Applicant is proposing a 5-story building. 57.6 feet high (top of flat roof) or 62.7 feet high (top of parapet) with a total floor area of 122,190 square feet (24,438 square feet per floor). The building consists of 950 storage units. It complies with the Zoning Ordinance consolidated storage standards (Sec. 27-475.04) that state: “No entrances to individual consolidated storage units will be visible from the street or from adjoining land” and “entrances to individual consolidated storage units shall be either oriented toward the interior of the development or completely screened from view by a solid wall with landscaping.”

Building Elevations
The 5-story building will have a flat roof with a parapet that ranges in height from 2-feet to 6-feet. The office entrance will be a glass door framed by two storefront windows on each side and arched windows on the top floor above the entrance. Materials consist of red split-face CMU capped with a band of beige split-face CMU below the roof-line with two narrow bands of CMU above and below the top band that will match the cast stone. Alternating with the CMU panels are stucco finished panels with the same colors to match the adjoining panels. Rectangular windows are located on all sides, interspersed with arched windows on the top floor.

Staff Comment: The Applicant has eliminated the resident manager unit and reduced the office space by 200 square feet.

Site Design

Lot Coverage
The I-2 zone requires a minimum 10% green area. The Applicant meets and exceeds this requirement by providing 30% green area.

Access
The existing truck repair garage is served by a curb-cut on Branchville Road located on the northwestern side of the lot. The Applicant is proposing to keep this curb-cut but use it as restricted access only for storage unit tenants.

Parking
A parking lot is located on the western side of the lot. It consists of 12 parking spaces and 5 loading spaces. One of the parking spaces will be handicapped accessible, as required. A bike rack will be provided just outside of the parking lot. Three parking lot lights will be provided.
Fencing
A 6-foot high black aluminum fence is shown along the western property line and parking lot and a 6-foot high aluminum fence with gates is shown to provide secure access to the parking lot. A detail sheet on the fences and gate were provided.

Signage
The Applicant is proposing 5 individual-letter signs and an address sign for a total sign square footage of 374 square feet. This proposal meets the Zoning Ordinance standard of a maximum of 400 square feet. A detail was provided. City staff has reviewed the signage package and finds it acceptable.

Branchville Road Streetscape
Currently, Branchville Road has a variable right-of-way of 30-50 feet. The Applicant is proposing to dedicate right-of-way to the City along the front of the subject property to establish 25 feet from the centerline of the road. In addition, the Applicant will construct a 4-foot wide sidewalk from the entrance of the parking lot along Branchville Road to its intersection with 51st Place. Branchville Road dead-ends at the eastern limits of the property. The Applicant has provided a turn-around area at this dead-end to facilitate traffic circulation.

Landscaping
The proposal will conform to the Landscape Manual. Landscaping will include 23 trees (a mixture of serviceberries, oaks, and zelkovas) and 95 shrubs (azaleas, hollies, sweetspires and laurels) to be mainly located along Branchville Road. An existing 50-foot wide undisturbed natural buffer area along Greenbelt Road is proposed to remain.

Variances and Departures

Variance from Building Height, Section 27-475 (a)(1)(c)
The Prince George’s County Code Section 27-475.04 (a)(1)(c) restricts the maximum building height of consolidated storage facilities to 36-feet tall. The Applicant is requesting a height variance of 26.7-feet to allow a total height of 62.7-feet, measured to the top of the parapet.

According to Section 27-330(a-c), a variance may be granted upon meeting the following three findings:
1. A specific parcel of land has exceptional narrowness, shallowness, or shape, exceptional topographic conditions, or other extraordinary situations or conditions; 2. The strict application of the regulation will result in peculiar and unusual practical difficulties to, or exceptional or undue hardship upon, the owner of the property; and 3. The variance will not substantially impair the intent, purpose, or integrity of the General Plan or Master Plan.

Staff Comment: The consolidated storage facility height restriction was written in 1988 when consolidated storage facilities had a different, more industrial appearance, i.e. corrugated garage doors that accessed individual units. Typically, these structures were no taller than a standard garage. The proposed self-storage facility has more of an office building appearance and units can only be accessed internally. Due to severe site constraints and flood plain concerns, the
storage facility needs to create a smaller footprint. In order to have the same amount of square footage, the facility needs to increase in height by two floors. Nearby Greenbelt Station has a finished elevation of 131 feet at mean sea level (AMSL) similar to the 128-foot and 8-inches AMSL finished elevation for the storage facility. Since Greenbelt station is located on one side of the train tracks and the storage facility on the opposite side, Staff agrees with the Applicant that the proposed project will serve to “anchor and balance” the development in this area. In addition, lessening the building footprint increases the amount of green space, lessening impervious surface and mitigating runoff which is better for the environment.

City staff supports the height variance because of the unique topography of the property and the hardship of having to reduce the building footprint to lessen impact to the floodplain. There will not be a negative impact to the neighborhood nor to the integrity of the General Plan or Master Plan.

**Variance from Front Yard Setback, Section 27-474 (b)**
In the I-2 zone, a minimum front yard setback of 25-feet is required. The property has existed in its current form since the completion of the existing building in 1951. Due to the curvature of Branchville Road, the building setback varies from 17.8-feet at its closest point and increasing to 27.5-feet at its farthest point. The Applicant proposes to incorporate the original floor slab into the new building and is requesting a 10-foot setback variance. This same variance request was approved for DSP 15031.

**Staff Comment:** City staff supports the requested variance to allow the building to be closer to the street than 25 feet at certain points.

**Departure from Number of Parking Spaces, Section 27-568, DPLS-459**
The proposed consolidated storage facility requires 23 parking spaces including a handicapped accessible space and 5 loading spaces. The Applicant is providing 12 parking spaces including a handicapped accessible space and 5 loading spaces, thereby requesting a departure of 11 parking spaces.

According to Section 27-239.01, a departure may be granted upon meeting the following four findings: 1. The purposes of the regulations will be equally or better served by the Applicant’s proposal; 2. The departure is the minimum necessary given the specific circumstances of the request; 3. The departure is necessary in order to alleviate circumstances which are unique to the site or prevalent in areas of the County developed prior to November 29, 1949; and 4. The departure will not impair the visual, functional, or environmental quality or integrity of the site or of the surrounding neighborhood.

**Staff Comment:** Previously, the City Council requested and was granted a condition that all required parking and loading spaces be provided on site. However, City staff supports the current departure request based on the Applicant’s conclusion that 17 parking spaces (12 plus 5 loading spaces) will be more than adequate to serve the needs of the facility. The Applicant has over 30 years of experience providing consolidated storage facilities in Prince George’s County and states that the proposed parking will be adequate for their needs. To support this conclusion, the Applicant submitted the results of a study they conducted at two of their storage facilities:
Bowie and Capitol Heights. The study counted how many parking spaces were used per hour from 6:00 a.m.-10:00 p.m. every day for two weeks. At the Bowie facility which has 912 storage units, similar to the 950 units proposed for College Park, the 14-day average of parking spots used at one time was 2 spaces and an average peak of 5.4 spaces. At the Capital Heights facility, which has 1,020 units, the average number of parking spaces used at one time was 2.9 spaces with an average peak of 8.1 spaces.

**Departure from Parking and Loading Space Minimum Size Section 27-578 (a) DDS-648**

Section 27-578 (a) requires loading spaces to be a minimum of 12-feet wide by 45-feet long. The Applicant is requesting a departure in order to provide 5 loading spaces that are 10-feet wide by 20-feet long.

The Zoning Ordinance requires the 12-foot width by 45-foot length to accommodate large tractor-trailers. This standard is identified for “industrial, wholesale, and storage uses” but not specifically for consolidated storage facilities. The Applicant, who manages a number of consolidated storage facilities, found that most of the loading and unloading by his customers is done with personal cars, sport utility vehicles, mini-vans, and pick-up trucks. Occasionally, a small box truck (i.e. U-Haul) may be used but no large tractor-trailers have been used. The Applicant concludes that the proposed 10-feet wide by 20-feet long spaces will be adequate to allow their customers to safely and comfortably load and unload their vehicles. There is room in the parking area for a larger truck, if needed.

*Staff Comment:* City staff supports this departure to reduce the size of the loading spaces based on the practical experience of the Applicant.

**RECOMMENDATION**

City staff recommends approving DSP-15031-01 including the floodplain waiver from DPIE, height and setback variances and departures to reduce the amount of parking and the dimensions of loading spaces with the following conditions:

1. Prior to certificate of approval of the DSP, revise the plans to clearly delineate and label any right-of-way dedication and ultimate right-of-way delineation.
2. Prior to building permit, provide a deed of dedication to the City that establishes a minimum of 25-foot of right-of-way from the center line of Branchville Road along the front of the subject property.
3. Ensure that the gated entrance provides emergency responder access by a siren activated mechanism or by providing a Knox-box key access box.
Review of City Grants & Sponsorships policy
## CITY OF COLLEGE PARK, MARYLAND
### WORKSESSION AGENDA ITEM

**Prepared By:** Gary Fields, Director of Finance  
**Meeting Date:** May 7, 2019  
**Presented By:** Gary Fields, Director of Finance  
**Proposed Consent Agenda:** Yes

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<th><strong>Originating Department:</strong></th>
<th>Finance</th>
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</thead>
<tbody>
<tr>
<td><strong>Issue Before Council:</strong></td>
<td>Discussion/Decision regarding Grants &amp; Sponsorship Policy</td>
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<tr>
<td><strong>Strategic Plan Goal:</strong></td>
<td>Goal 1: One College Park</td>
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</tbody>
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### Background/Justification:
The City provides a number and variety of funding opportunities for various community-based organizations, programs and projects within the City of College Park (the “City”). The City believes that supporting community activities enhance the community as a whole and provide civic activities, services and programs to City residents that might not otherwise be provided.

A draft policy for Grants and Sponsorships, developed by the Community Services Grants subcommittee (Councilmembers Kujawa, Day and Dennis) was discussed at the October 16, 2018 worksession. The policy codifies and clarifies old policies and practices and includes a new section covering sponsorships. It defines the general types of grants/assistance provided by the City and provides for uniformity and transparency in the granting process.

Based on several concerns voiced at that worksession, the subcommittee held additional meetings to review and revise the policy. Subsequently the City Attorney and City Clerk have reviewed the policy. Their comments and suggestions have been incorporated in this policy. The attached revised Grants and Sponsorship policy is set for discussion at the May 7, 2019 Worksession. Aside from some wordsmithing changes and number formatting the primary changes to the policy reviewed last October include:

- Providing a process/application for organizations seeking grants/sponsorships outside the regular schedule for grant applications.
- Adding a separate Sponsorship budget line for $10,000 annually to the Mayor & Council budget.

### Fiscal Impact:
The City’s operating budget provides for specific grants, assistance and sponsorships (if approved). The current budget already provides for Community Services Grants and other grants and assistance provided by the Mayor & Council. This policy, if approved would add $10,000 to the budget for Sponsorships.

### Council Options:
1. Approve the Grants & Sponsorship Policy as recommended by the Grants subcommittee.
2. Propose any revisions or additions to the policy and approve.
3. Take no action

### Staff Recommendation:
Option #1.

### Recommended Motion:
* I move that the City Council approve the attached Grants & Sponsorship Policy.*
Attachments:
- Grants, Assistance & Sponsorship Policy - revised.
- Draft application form for Other Community Grants & Sponsorships
City of College Park
Grants and Sponsorship Policy

I. GRANTS

A. General
The Mayor and Council believe that funding grants to support certain community organizations/events serves a vital function to help support various civic services or projects that might not otherwise be provided. The criteria for funding should be clearly defined, and equally and transparently applied to all applicants/grantees.

It is the Mayor and Council's intention and goal that these grants fund worthwhile services and projects to help make the City of College Park (“City”) a better place to live by enhancing the quality of life for our residents. The objective of this policy covers a broad spectrum to assure that grants and assistance provided by the City are:

1. transparent,
2. free of conflicts of interest,
3. maintaining accountability for taxpayers’ resources,
4. suited to the City’s goals, and
5. not discriminatory against any group or individual.

All grants are discretionary, as approved by the Mayor and City Council and authorized in each budget cycle for an upcoming fiscal year. A grant is an annual appropriation and is not a commitment by the City to continue funding in future years. Grants are intended to be supplementary to an organization’s main source of revenue and should not be considered as its primary source of funding.

Grants can be awarded only to not for profit organizations but not to individuals.

This policy covers Direct Grants, Community Services Grants, and City Sponsorships. The City has separate policies in place for Public School Education Grants, Community Events Micro-Grants, and Facility Rental Fee Reductions/Waivers.

Organizations are eligible for only one grant/sponsorship per fiscal year.

All grant and sponsorship recipients are required to sign a “Hold-Harmless” Agreement prior to receiving any funds.

B. Categories/Types of Funding Provided
   1) Direct Grants:
      Direct Grants are ongoing funding for general operating expenses of organizations that provide vital programs/community services for residents. These grants are separate, named budget lines receiving annual funding in various amounts. There is no application required but an annual/final report must be filed. Direct Grants may be used for ongoing operating or capital expenses.
As of FY2019 the Direct Grants include:

- College Park City-University Partnership
- Meals on Wheels of College Park
- Volunteer Fire Departments (3)
- College Park Community Foundation
- Miss College Park Scholarships
- College Park Arts Exchange
- College Park Boys & Girls Club
- UMD IFC Tailgate Program
- Lakeland Comm. Heritage Project

2) Community Services Grants:
Community Services Grants are for organizations providing community services to College Park residents. These grants also fund community projects or special events that will be hosted by an organization to introduce or enhance a programming opportunity within the City. Grant awards typically range from $1,000 to $3,000, but may exceed that amount. The total Community Services grants awarded in a fiscal year shall not exceed $10,000 or the amount budgeted in the current fiscal year. These grants are made based on applications submitted in December of each fiscal year. Grants are awarded (not funded) in January/February and approved and funded in the following fiscal year City Budget. Other grant requests/applications may be brought to the City Council during the fiscal year for approval but the total amount awarded shall not exceed the Community Services Grants line item in the budget.

C. Reporting Requirements and Funding for Direct Grants and Community Services Grants
All grant/sponsorship recipients must submit a post-project report (“final report”) within three (3) months after completion of the service, project, or special event for which the grant was awarded that articulates the success of the project and how the funds were spent. Reports must be submitted on the Grant/Sponsorship Reporting Form (see attached).

Direct Grant final reports from the year just ended (June 30) are due by July 31 in order to receive the current year grant funds in August. Late reports may be filed until September 30, with funding delayed to the month following receipt of the final report.

Organizations that have not submitted their report within the required timeline will forfeit their opportunity to receive future grants/sponsorships from the City until a report is filed and accepted.

D. Eligibility Criteria
The eligibility criteria support the stated objectives of this policy: transparency, no conflicts of interest, accountability and non-discrimination. Applicant/grantee must:

1. Provide services, events, products, etc. that benefit the City and its residents and extend services to the general public in College Park, and must not exclude anyone by reason of race, religion, sexual orientation, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information or political affiliation

2. Demonstrate that the services, events, products, etc. meet a need/demand in the City and do not duplicate or compete with an existing City or private service/program/event, but may complement an existing service
3. Release annual financial statements or where none are available, financial statements that have been verified as correct by two signing officers.

4. Be in good standing with the City, i.e.- not in arrears on any applicable taxes, licenses, fees, etc.

5. Show evidence that the organization needs the funding from the City

6. Provide public acknowledgement of the City’s grant donation/sponsorship where applicable (i.e. in programs, etc.)

7. Understand that the grant/sponsorship is not an automatic ongoing source of funding

8. Demonstrate that the activity for which a grant is requested will be organized without financial gain for its members or directors. The grant may not be used to pay a member of the organization to act as a Director or provider of the service. Only eligible expense reimbursement is allowed.

9. Have clear goals and performance measures that will show the anticipated impact of the activities

10. Have an accountability system/mechanism for evaluation and be able to report/provide:
    a. Number of College Park residents served
    b. Evidence of results/outcomes
    c. Number of local volunteers
    d. Financial information

E. Ineligible Recipients
The following are ineligible recipients:

1. Other governmental organizations, political organizations or organizations with political affiliations

2. Schools or School Boards (other than Public School Education grants)

3. Non-College Park based organizations

4. National or state organizations unless a local chapter exists to serve College Park residents

5. Programs that have any of the following characteristics:
    a. activities/ideals may violate or infringe on constitutional rights or general laws
    b. are related to promoting of a faith and/or requiring adherence to a faith
    c. activities or outcomes are inconsistent with City Goals
    d. do not comply with the City’s commitment to equity, diversity and human rights
    e. a critical mass of participants are not residents of College Park
F. Application process
The application rules and procedures for Community Services grants are available on the City’s website. Direct Grant recipients are not required to apply.

For grant and sponsorship requests that come to the City’s attention outside of the established timelines, the following procedures should be followed for a program/organization grant/sponsorship request to be considered:

1) Submit a written application to the City’s Finance Director. The application can be found on the City’s website: https://www.collegeparkmd.gov/payandapply#grants
2) The Finance Director will forward the application to the Grants Subcommittee. The Grants Subcommittee, after review, will refer the application to the City Council for approval (on consent agenda or after worksession) or denial.
3) If a City Council Worksession is recommended by the subcommittee, the appropriate follow-up will be scheduled as necessary.
4) If the grant/sponsorship is approved, City staff will contact the organization to discuss follow-up action needed, and timing thereof.

II. SPONSORSHIPS

A. General
The above-referenced criteria and guidelines for Grants shall also apply to Sponsorships. A sponsorship is the contribution of financial and/or “in-kind” support that the City provides for the purpose of partnering or supporting the provision of community programs, events, activities or services, that may contribute to the economic, social, sporting, environmental or cultural needs of the City. Sponsorships are entered into to help achieve public purpose or community objectives. Sponsorships can be awarded to not for profit and for profit organizations but not to individuals.

B. Type of funding provided
Sponsorships are similar to grants, but the main distinguishing feature is that they are more of a partnering or joint venture with an organization or program that, in addition to providing services and benefits to City residents and businesses, provides an advertising/promotional benefit for the City of College Park.

Organizations seeking City sponsorship should follow the application process noted in section I(F).

C. Principles
The Mayor and City Council acknowledge that sponsorship can provide significant benefits to the City and the community, and will consider sponsorship opportunities where the following principles apply:

1. A sponsorship agreement outlining the full terms and conditions of the agreement will be recorded in writing and signed by both parties.
2. The Mayor and City Council will not sponsor any event/organization that is related to parties engaged in current or pending legal proceedings involving the City.
3. On all sponsorships, appropriate due diligence on the recipient is to be undertaken.

4. Sponsorship does not include implied endorsement by the City of the sponsored’ s goods or services or use of the City logo to promote their products/services unless authorized.

5. The City reserves the right to withdraw a sponsorship for failure to comply with the spirit of this policy and/or written sponsorship agreement.

6. Sponsorships will be complementary to the City’s vision, values, policies and strategies.

7. There should not be any real or perceived conflict between the objectives and mission of the sponsored event or service and City.

8. Sponsorships should not promote:
   a. the use of tobacco products;
   b. gambling; or
   c. irresponsible drinking.

9. The City will not enter into sponsorship with parties who:
   a. Are involved in unlawful activities;
   b. Do not share the City’s views on promoting a diverse, tolerant and inclusive community;
   c. Are political parties;
   d. Are considered to be an unsuitable partner for reasons it sees fit to apply in the context of this policy;
   e. Offer programs that may present a hazard to the community;
   f. Are not in good standing with the City, i.e. in arrears on any applicable taxes, licenses, fees, etc.

10. It is inappropriate for any City Council member or City employee, or their relatives, to receive personal benefit or financial rewards for their involvement in the solicitation, negotiation, authorization or execution of a sponsorship agreement.

D. Sponsorship Agreement
Sponsorship agreements must be in writing and signed by both parties. Agreements should include:

1. The purpose of the sponsorship.

2. Specific services, products or funds to be provided by the City and the reciprocal benefits, including, where practical, a dollar value of services or products

3. The responsibilities and expectations of each party for the project and any special conditions which may apply.

4. Indemnification of the City.
NOTE: Return completed application to the Finance Director for the City of College Park. After review for completeness it will be forwarded to the Grants Subcommittee, who will refer the application to the City Council with a recommendation. The recommendation will be for: a) discussion as a worksession item; b) action item for a regular meeting; c) consent agenda item for a regular meeting; or d) no further action (denial of application).

If a City Council worksession is recommended by the subcommittee, appropriate follow-up meeting action will be scheduled as necessary.

If the grant/sponsorship is approved, appropriate City staff will contact the organization to discuss follow-up action needed, and timing thereof.

A. GENERAL INFORMATION:

Organization & Program Name: _______________________________________________________

Organization Address: ______________________________________________________________

Event name/date (if applicable): ______________________________________________________

City/State/Zip: _____________________________________________________________________

Contact Person/Title: ________________________________________________________________

Telephone Number: ______________________ FAX Number: _______________________________

E-mail Address: _____________________________________________________________________

Grant Request: $_______________

Sponsorship Request: $ ____________

Sponsorship Request non-monetary/in-kind services: brief description of services requested
Use of awarded funds: Will these funds/services be used to: (check the appropriate box)

[  ] Maintain Existing Program  [  ] Expand Existing Program  [  ] Start New Program

1. Is this a collaborative program involving other agencies?   [  ] Yes   [  ] No

2. If yes, please provide the name of collaborating agencies and the nature of the collaboration

B. DESCRIPTION OF PROGRAM OR EVENT FOR WHICH YOU ARE REQUESTING FUNDS/ASSISTANCE: (include the purpose; how this will benefit the City and its residents; number of College Park residents benefitted; number of volunteers/staff used; etc.)

C. ORGANIZATIONAL STRUCTURE:
   1. Number of current board members?   __________
   2. In what year did this program/event begin operating?   __________
   4. Is the organization incorporated? ________ If so, in what state? ___________________
   5. Is the organization qualified under Internal Revenue Code and regulations as a tax exempt organization? ________ If so, under what section of 501(c)? ________
      Federal Identification Number: ___________________________
   6. Is this organization in compliance with all laws and regulations?   [  ] Yes   [  ] No
   7. Staffing Profile: Identify the number and position/title of staff used to administer this program/event:
      List Position/Titles and any compensation provided:
D. PRIOR CITY FUNDING:
1. Have you received any funding from the City in the past?  [ ] Yes  [ ] No
   If yes, what month/year?  _____/______
2. If Yes, did you file a final report?  [ ] Yes  [ ] No

E. FUNDING SUMMARY:
   College Park grant request  $______________
   Funding from other sources  _______________
   Additional Funds Yet to be Secured  _______________
   Total Program Funds  $______________

F. PROGRAM EXPENSES:
   Personnel costs  $______________
   Consulting fees  _______________
   Equipment purchases  _______________
   Supplies  _______________
   Transportation  _______________
   Equipment rentals  _______________
   Other services (describe:______________________________)
   Other expenses (describe:______________________________)
   Total estimated expenses  $______________

Expense narrative, if necessary:
We, the authorized representatives of the applicant organization, have completed or directed the completion of this application for the City of College Park Community Services Grant and confirm that the information contained herein is true and correct to the best of our knowledge, information and belief.

________________________  __________________________
Signature/Date            Signature/Date

________________________  __________________________
Printed Name/Title        Printed Name/Title

For reviewer use:
Award of Contract for AIMS parking management software
# Issue Before Council: Purchase of AIMS Parking Management Software

## Strategic Plan Goal:

# 6: Excellent Services

## Background/Justification:

Due to the expiration of a previous contract to maintain support software for handheld parking ticket writers, and deterioration of the handheld hardware due to age, replacement hardware and software options were investigated. Equipment, software and costs from several vendors were evaluated by Parking Enforcement and Information Technology staff. After cost and operational evaluation, AIMS was selected as the best new software vendor. Handheld tablets and Bluetooth connected printers were purchased to replace the old handheld equipment and AIMS modules for Parking Ticket Issuance and Management were purchased.

Further evaluation of parking management software from AIMS identified modules which would enhance parking permit, parking fines, payment management, and citation adjudications. This includes software to allow on-line registration and issuance of residential parking permits. These features will be essential to the efficient issuing of parking permits after Parking and Finance staff move from City Hall. The temporary facilities at 8400 Baltimore Avenue are not well suited for long lines of over the counter permit applicants as we have had in the past at City Hall at the beginning of fall and spring semesters. Additionally, these services can be provided more efficiently for customers and staff by using the online capabilities of the AIMS system.

Staff recommends the award of a full-service contract to AIMS, in the total amount of $139,240 ($37,580 year 1, $50,830 year 2, $50,830 year 3), for software support including cloud data management hosting, handheld ticket writers, on-line permit registration, and on-line ticket payment processing. Years two and three include the software support costs for the current AIMS product the City is using. AIMS was awarded a competitive open bid contract from Morgantown, WV for comparable residential parking permit services, which may meet the City’s procurement policy when a City RFP is not issued. In case it does not, staff requests Council to waive the City’s procurement policy because the City is currently using AIMS software and it is not practical to utilize different software systems for these parking services.

## Fiscal Impact:

Total of $139,240 over 3 years. The source of funds will be CIP #162002 for Parking Enforcement Equipment Replacement.

## Council Options:

#1. Approve purchase as presented, subject to reaching a contract.
#2. Request staff to provide additional information.
#3. Not approve purchasing these services at this time.

## Staff Recommendation:

#1

## Attachments:

1. AIMS System Expansion SaaS Quotation
April 23, 2019

Jim Miller
City of College Park

Jim,

Following is a price configuration for expansion of your existing AIMS Parking System from a two-concurrent user parking citation tracking system to a four-concurrent user parking citation and permit management system with e-commerce portal for online ticket payments, appeals, and permit registration.

AIMS System Expansion Software as a Service (SaaS) Pricing

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIMS Expansion Software,</td>
<td>$37,580.00</td>
<td>$37,580.00</td>
<td>$37,580.00</td>
</tr>
<tr>
<td>Services, Hosting, Support</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Support and Services for</td>
<td>Paid through</td>
<td>$13,250.00</td>
<td>$13,250.00</td>
</tr>
<tr>
<td>Enforcement System</td>
<td>January 2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$37,580.00</td>
<td>$50,830.00</td>
<td>$50,830.00</td>
</tr>
</tbody>
</table>

This pricing includes the following items:

- 4 Concurrent User AIMS Parking Software Subscription for integrated management of citations, permits, and customer records
- AIMS Web+ E-Commerce Solution for online Permit Requests and Payments, Customer Wait List Management, Ticket Appeals and Payments, customer parking account viewing
- Integration with Payment Gateway of your choice
- Database Conversion
- Complete Configuration of Parking Business Rules
- 3 Days Onsite Training including travel and expenses
- PCI Compliant Hosting Services
- Software Support and Upgrades

This SaaS pricing requires a three-year commitment. Renewals are subject to a 5% increase after year three. Please contact me at 800-886-6316 or ellen@aimsparking.com with any questions.

Sincerely,

Ellen Genung
EDC Corporation
Follow-up from March 5 Worksession on changes to City Code Chapter 138, Noise
Background/Justification:
Over the past year Mayor and Council have discussed regulations in other jurisdictions, such as Baltimore County and Prince George’s County, Maryland, and Arlington County, Virginia, used to control noise in their communities. There was some consensus regarding several issues, some of which would require changes to City Code. The City Attorney has prepared a draft ordinance which would make changes in the City Code, Chapter 138-Noise, responsive to changes discussed at the previous Worksessions. The attached draft ordinance would make the following changes to Chapter 138.

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: Added specifically to sub-section 138-5 prohibitions.

C. Exceptions for Special events: Added 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. The noise level may not be raised above the State limits, which are already adopted by the City. As a result, there is less incentive to apply for a permit. The County has adopted a temporary waiver process on the basis of a finding of public interest, which may be responsive to what the Mayor and Council wish to do.
   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 can be required for events on public or private property.

D. Exemptions from the Noise Ordinance are already set out in COMAR regulations. A copy of the exemptions is attached. If the Mayor and Council prefer, these exemptions can be added to Chapter 138 for clarity.

In addition, various conforming changes have been made. Some provisions have been clarified.

There are no provisions included with respect to a “wailing” ordinance, as we believe the noise disturbance provision can satisfy this issue. Noise disturbance, which is a broader term than noise, has been added by the Prince George’s County Council to their code and may provide the approach preferred by the City.
With respect to unruly behavior, attached is the Baltimore County definition. This can be discussed at the Worksession. Staff does not recommend including it in the noise code. It should be included in the nuisance code if it is determined to be useful.

Staff will participate in discussion of these issues at the Worksession.

**Fiscal Impact:**
Will be determined by future enforcement actions.

**Council Options:**
#1: Approve amendments to Chapter 138 after additional discussion  
#2. Take no action

**Staff Recommendation:**  
#1

**Attachments:**
1. Draft Ordinance for discussion  
2. COMAR regulations  
3. Baltimore County definition  
4. Prince George’s County Noise provisions
WHEREAS, the Local Government Article of the Annotated Code of Maryland provides that the Mayor and Council of the City of College Park have the authority to pass such ordinances as it deems necessary to preserve peace and good order, and to protect the health, comfort and convenience of the residents of the municipality; and

WHEREAS, the Mayor and Council determined that the residents of the City have a right to an environment that is free from noise that may jeopardize their health, general welfare or property and as a result adopted Chapter 138, “Noise”; and

WHEREAS, the Mayor and Council have determined that it is in the public interest to amend Chapter 138 to****.

Section 1. NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland that Chapter 138 “Noise”, §138-2, “Definitions”, be, and is hereby, repealed, re-enacted and amended to read as follows:

§ 138-2 Definitions.

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

* * * *

CONSTRUCTION

TEMPORARY ACTIVITIES DIRECTLY ASSOCIATED WITH SITE PREPARATION, ASSEMBLY, ERECTION, REPAIR, ALTERATION, OR DEMOLITION ON ROADWAYS OR PRIVATE PROPERTY.

* * * *

DAY
The period between 7:00 a.m. and 8:00 p.m., MONDAY THROUGH FRIDAY, AND BETWEEN 8:00 A.M. AND 9:00 P.M. ON SATURDAYS, SUNDAYS AND HOLIDAYS.

* * * *

NIGHT

The period between 8:00 p.m. and 7:00 a.m. MONDAY THROUGH FRIDAY, AND BETWEEN 9:00 P.M. AND 8:00 P.M. ON SATURDAYS, SUNDAYS AND HOLIDAYS.

* * * *

NOISE DISTURBANCE MEANS ANY NOISE THAT IS:

(A) UNPLEASANT, ANNOYING, OFFENSIVE, LOUD, OR OBNOXIOUS;

(B) UNUSUAL FOR THE TIME OF DAY OR LOCATION WHERE IT IS PRODUCED OR HEARD;

(C) DETRIMENTAL TO THE HEALTH, COMFORT, QUALITY OF LIFE, OR SAFETY OF ANY INDIVIDUAL OR TO THE REASONABLE ENJOYMENT OF PROPERTY OR THE LAWFUL CONDUCT OF BUSINESS BECAUSE OF THE LOUDNESS, DURATION, OR CHARACTER OF THE NOISE; OR

(D) EXCEEDS THE OBJECTIVE STANDARDS OF THIS CHAPTER.

* * * *

Section 2. BE IT FURTHER ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland, that Chapter 138 “Noise”, §138-5, “Prohibited Acts” be, and is hereby, repealed, re-enacted and amended to read as follows:

§ 138-5. Prohibited acts.

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, OR TO CREATE A NOISE DISTURBANCE OR PERMIT THE CREATION OF A NOISE DISTURBANCE;

(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. FOR ANY MULTI-FAMILY UNIT, THE SOUND
MAY BE MEASURED FROM ANY POINT OUTSIDE OF THE UNIT FROM WHICH THE
NOISE EMANATES; 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.
(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) OR (5) of this section.

(5) MAXIMUM ALLOWABLE NOISE LEVELS FOR CONSTRUCTION.

(A) A PERSON MAY NOT CAUSE OR PERMIT NOISE LEVELS EMANATING
FROM CONSTRUCTION OR DEMOLITION SITE ACTIVITIES WHICH EXCEED:

[1] 75 DBA DURING DAYTIME HOURS.

ACTIVITY.

[3] 55 DBA DURING NIGHTTIME HOURS.

(B) CONSTRUCTION NOISE LEVELS MUST BE MEASURED AT THE LOCATION, AT
LEAST 50 FEET FROM THE SOURCE, ON A RECEIVING PROPERTY WHERE
NOISE FROM THE SOURCE IS GREATEST.

(C) THE DEPARTMENT MUST ESTABLISH REQUIREMENTS FOR NOISE-
SUPPRESSION PLANS AND ADOPT PROCEDURES FOR EVALUATING AND
APPROVING PLANS. THE REQUIREMENTS MUST PROVIDE THAT, AT LEAST 10
DAYS BEFORE APPROVING A NOISE-SUPPRESSION PLAN, THE CITY MUST
PROVIDE PUBLIC NOTICE REASONABLY CALCULATED TO REACH AT LEAST
A MAJORITY OF HOUSEHOLDS THAT MIGHT BE AFFECTED BY THE
CONSTRUCTION ACTIVITY NOISE LEVELS ABOVE 75 DBA.

(D) NOTWITHSTANDING THE FOREGOING, THE PROHIBITION ON NOISE
DISTURBANCE APPLIES TO CONSTRUCTION ACTIVITIES.
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:

(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.

Section 2. BE IT FURTHER ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland, that Chapter 138 “Noise”, §138-6, “Violations and penalties” be, and is hereby, repealed, re-enacted and amended to read as follows:

§ 138-6. Violations and penalties.

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) OR (5) 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.

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 THAT HAVE BEEN ADMITTED OR THAT HAVE BEEN DETERMINED IN COURT within any twelve-month period, and may otherwise request such a hearing for violations of this chapter at his/her discretion.

Section 4. BE IT FURTHER ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland, that Chapter 138 “Noise”, § 138-11, “Imposition of a fine by Noise Control Board” be, and is hereby, enacted to read as follows:

§ 138-11 SPECIAL EVENT PERMITS

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 EXCEEDING NOISE LIMITS SHALL BE REQUIRED FOR EVENTS ON PUBLIC OR PRIVATE PROPERTY.

COUNTY CODE --WAIVERS.

(A) TEMPORARY WAIVER.

(1) THE CITY MAY WAIVE ANY PART OF THIS CHAPTER FOR A TEMPORARY EVENT IF THE NOISE THE EVENT WILL CREATE OR CAUSE IN EXCESS OF THE LIMITS ESTABLISHED UNDER THIS CHAPTER IS OFFSET BY THE BENEFITS OF THE EVENT TO THE PUBLIC.

(2) WHEN THE CITY MANAGER RECEIVES AN APPLICATION UNDER THIS SUBSECTION, THE CITY MANAGER MUST PROVIDE PUBLIC NOTICE OF THE APPLICATION REASONABLY CALCULATED TO REACH AT LEAST A MAJORITY OF HOUSEHOLDS THAT MIGHT BE AFFECTED BY NOISE LEVELS ANTICIPATED FOR THE EVENT. THE CITY MANAGER MUST NOT APPROVE AN APPLICATION UNDER THIS subsection less than 10 days after the public notice.

Section 5. BE IT FURTHER ORDAIN AND ENACTED by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall post at City Hall, to the official City website, to the City-maintained e-mail LISTSERV, and on the City cable channel, and if time permits, in any City newsletter, the proposed ordinance or a fair summary thereof together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council.
The public hearing, hereby set for _____ P.M. on the _____ day of ____________, 2019, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard.

After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. This Ordinance shall become effective on ______________________, 2019 provided that, as soon as practicable after adoption, the City Clerk shall post a fair summary of the Ordinance and notice of its adoption at City Hall, to the official City website, to the City-maintained e-mail LISTSERV, on the City cable channel, and in any City newsletter.

If any section, subsection, provision, sentence, clause, phrase or word of this Ordinance is for any reason held to be illegal or otherwise invalid by any court of competent jurisdiction, such invalidity shall be severable, and shall not affect or impair any remaining section, subsection, provision, sentence, clause, phrase or word included within this Ordinance, it being the intent of the City that the remainder of the Ordinance shall be and shall remain in full force and effect, valid and enforceable.

INTRODUCED by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the _____ day of ________ 2019.

ADOPTED by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the _____ day of ________________ 2019.

EFFECTIVE the ___ day of ____________________, 2019.
ATTEST:

Janeen S. Miller, CMC, City Clerk

CITY OF COLLEGE PARK

Patrick L. Wojahn, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Suellen M. Ferguson, City Attorney
.02 Environmental Noise Standards.

A. Precepts.

(1) It is known that noise above certain levels is harmful to the health of humans. Although precise levels at which all adverse health effects occur have not definitely been ascertained, it is known that one's well-being can be affected by noise through loss of sleep, speech interference, hearing impairment, and a variety of other psychological and physiological factors. The establishment of ambient noise standards, or goals, must provide margins of safety in reaching conclusions based on available data which relate noise exposure to health and welfare effects, with due consideration to technical and economic factors.

(2) The environmental noise standards set forth here represent goals expressed in terms of equivalent A-weighted sound levels which are protective of the public health and welfare. The ambient noise levels shall be achieved through application, under provisions of laws or regulations or otherwise, of means for reducing noise levels including, but not limited to, isolation of noise producing equipment, dampening of sound waves by insulation, equipment modification and redesign, and land use management.

B. Standards for Environmental Noise — General.

(1) A person may not cause or permit noise levels which exceed those specified in this table except as provided in §B(2) or (3), or §C, of this regulation.

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<tr>
<td>Night</td>
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(2) A person may not cause or permit noise levels emanating from construction or demolition site activities which exceed:

(a) 90 dBA during daytime hours;

(b) The levels specified in Table 1 during nighttime hours.

(3) A person may not cause or permit the emission of prominent discrete tones and periodic noises which exceed a level which is 5 dBA lower than the applicable level listed in Table 1.

(4) A person may not cause or permit, beyond the property line of a source, vibration of sufficient intensity to cause another person to be aware of the vibration by such direct means as sensation of touch or visual observation of moving objects. The observer shall be located at or within the property line of the receiving property when vibration determinations are made.

(5) A person may not operate or permit to be operated an off-road internal combustion engine powered recreational vehicle, including, but not limited to, a dirt bike, an all terrain vehicle, a go cart, a snowmobile, or a similar vehicle, on private property closer than 300 feet to a neighboring residence or the associated curtilage, without the written permission of the affected resident, unless it can be demonstrated to the Department that the vehicle can be operated within the noise limits specified in Table 1 under §B(1) of this regulation.

C. Exemptions.
(1) The provisions of this regulation may not apply to devices used solely for the purpose of warning, protecting, or alerting the public, or some segment thereof, of the existence of an emergency or hazardous situation.

(2) The provisions of this regulation do not apply to the following:

(a) Household tools and portable appliances in normal usage during daytime hours;

(b) Lawn care and snow removal equipment (daytime only) when used and maintained in accordance with the manufacturer's specifications;

(c) Agricultural field machinery when used and maintained in accordance with manufacturer's specifications;

(d) Blasting operations for demolition, construction, and mining or quarrying (daytime only);

(e) Motor vehicles on public roads;

(f) Aircraft and related airport operations at airports licensed by the Maryland Aviation Administration;

(g) Boats on State waters or motor vehicles on State lands under the jurisdiction of the Department of Natural Resources;

(h) Emergency operations;

(i) Pile driving equipment during the daytime hours of 8 a.m. to 5 p.m.;

(j) Sound except those sounds that are electronically amplified, between 7 a.m. and midnight, created by:

   (i) Sporting events (except trap shooting, skeet shooting, or other target shooting);

   (ii) Entertainment events; and

   (iii) Other public gatherings operating under permit or permission of the appropriate local jurisdiction;

(k) Rapid rail transit vehicles and railroads;

(l) Construction and repair work on public property;

(m) Air conditioning or heat pump equipment used to cool or heat housing on residential property; for this equipment, a person may not cause or permit noise levels which exceed 70 dBA for air conditioning equipment at receiving residential property and 75 dBA for heat pump equipment at receiving residential property;

(n) Household pets on residential property that are maintained in accordance with local zoning requirements;

(o) Except in Allegany, Anne Arundel, Baltimore City, Calvert, Charles, Garrett, Howard, Montgomery, St. Mary's, and Washington Counties, trap shooting, skeet shooting, or other target shooting between the hours of 9 a.m. and 10 p.m. on any range or other property of a shooting sports club that is chartered and in operation as of January 1, 2001;

(p) Trash collection operations between the hours of 7 a.m. and 10 p.m.
(q) Marina equipment used to move boats during the period from 7 am to 7 pm provided that the noise level does not exceed 80 dBA at 20 meters from the equipment.

(3) The events and gatherings under §C(2)(j) of this regulation include, but are not limited to, athletic contests, amusement parks, carnivals, fairs at fairgrounds, sanctioned auto racing facilities, parades, and public celebrations.

(4) In Frederick County or Frederick City, a fair listed in the Maryland agricultural fairs and shows schedule that is maintained by the Maryland Agricultural Fair Board, or any other event held on the same grounds and listed by the Agricultural Fair Board, is exempt from this chapter.

D. Measurement.

(1) The equipment and techniques employed in the measurement of noise levels may be those recommended by the Department, which may, but need not, refer to currently accepted standards or recognized organizations, including, but not limited to, the American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), Society of Automotive Engineers (SAE), International Electrotechnical Commission (IEC) and the United States Environmental Protection Agency (EPA).

(2) The measurement of noise levels shall be conducted at points on or within the property line of the receiving property or the boundary of a zoning district, and may be conducted at any point for the determination of identity in multiple source situations.

(3) Sound level meters used to determine compliance with Regulation .02 shall meet or exceed the specifications for Type II sound level meters.
§ 13-7-131. - DEFINITIONS.

(a) **In general.** In this Part IV of this subtitle the following words have the meanings indicated.

(b) **Adult.** "Adult" is any person twenty-one (21) years of age or older.

(c) **Alcoholic beverage.** "Alcoholic beverage" has the meaning stated in § 1-101 of the Alcoholic Beverages Article of the Annotated Code of Maryland.

(d) **Controlled substance.** "Controlled substance".

   (1) Means a drug or substance the possession and use of which is regulated under the State Controlled Dangerous Substances Act.

   (2) "Controlled substance" does not include any drug or substance for which a person has a valid prescription issued by a licensed medical practitioner authorized to issue such a prescription.

(e) **Family gathering.** "Family gathering" means a gathering in a private residence of an adult or within the curtilage of a private residence where each minor present is directly supervised by an adult member of his or her immediate family.

(f) **Legal guardian.** "Legal guardian" means a person who is lawfully vested with the power and charged with the duty of providing care to a minor.

(g) **Minor or underage person.** "Minor" or "underage person" means any person under twenty-one (21) years of age.

(h) **Parent.** "Parent" is a person who is a natural parent, adoptive parent, foster parent, or step parent.

(i) **Property owner.**

   (1) "Property owner" means any person who owns a property or has charge, care or control of a property as a legal owner, or as a property manager or management company, if applicable.

   (2) "Property owner" includes a landlord.

(j) **Residence or other private property.**

   (1) "Residence or other private property" means a dwelling with six or less dwelling units and includes a detached, attached, or semi-detached single family dwelling, a row home, townhome, apartment, condominium, or other dwelling unit, or a yard or curtilage of a residence.

   (2) Residence or other private property includes a hall, meeting room, hotel or motel room, whether occupied on a temporary or permanent basis, whether occupied as a dwelling, party or other social function, and whether owned, leased, rented, or used with or without compensation, including contiguous properties, and any buildings, structures or other improvements situated thereon or affixed thereto.

(k) **Responsible person.**

   (1) (i) "Responsible person" means a person or persons with a right of possession in the residence or other private property on which an unruly social gathering is conducted.

   (ii) "Responsible person" includes:

      1. The person who organizes or supervises or conducts the event; or

      2. Any other person accepting responsibility for such a gathering.

   (2) A responsible person for the unruly social gathering need not be physically present at such gathering.

   (3) If the responsible person is a juvenile, then the juvenile and the parents or legal guardians of the juvenile may be jointly and severally liable for civil penalties or other costs.
(l)  *Unruly social gathering.* "Unruly social gathering" means a party, event, or assemblage of four or more persons at a residence or other private property where:

1. Alcoholic beverages are being furnished to, consumed by, or in possession of any underage person in violation of state law; or
2. Behavior or conduct is occurring that results in a substantial disturbance of the peace and quiet enjoyment of private or public property, which may include the following:
   i. Excessive noise as prohibited in § 17-3-103 of the Code;
   ii. Excessive traffic that is significantly above and beyond the normal amount of pedestrian or vehicle traffic for the day, date, and time of day for the zoning district;
   iii. Use of a controlled substance by any person at the gathering;
   iv. Obstruction of public streets or the presence of unruly crowds that have spilled onto public streets;
   v. Public drunkenness or unlawful consumption of alcohol or alcoholic beverages;
   vi. Assaults, batteries, fights, or other disturbances of the peace;
   vii. Vandalism of public or private property;
   viii. Public urination;
   ix. Littering; or
   x. Other conduct which constitutes a threat to the public safety, quiet enjoyment of residential property, or the general welfare.

( Bill No. 90-15, § 1, 2-1-2016 ; Bill No. 2-17, § 1, 3-6-2017)

*Editor's note:*

Section 2 of Bill No. 90-15, as amended by Bill No. 68-17, states this Act having been passed by the affirmative vote of five members of the County Council, shall take effect on February 1, 2016, and shall expire on November 1, 2022, without the necessity of further action by the County Council.
Prince George’s County

Sec. 19-121. - Definitions.

(a) For the purposes of this Division, the following words and phrases shall have the meanings respectively ascribed to them in this Section:

1. **Commercial** means anything other than a residential zone or industrial zone as set forth in Subtitle 27.

1.1 **Construction** means temporary activities directly associated with site preparation, assembly, erection, repair, alteration, or demolition of structures or roadways.

2. **dBA** means decibels of sound, as determined by the A-weighting network of a sound level meter or by calculation from octave band or one-third octave band data.

3. **Daytime** means the hours from 7 a.m. to 9 p.m.

4. **Decibel** means a unit of measure equal to 10 times the logarithm to the base 10 of the ratio of a particular sound pressure squared to the standard reference pressure squared. The standard reference pressure is 20 micropascals.

5. **Department** shall mean the Department of Permitting, Inspections, and Enforcement or another authorized designee agency or department.

6. **Director** shall mean the Director of the Department of Permitting, Inspections, and Enforcement for Prince George’s County, Maryland, or their authorized designee.

7. **Enforcement officer** means:
   
   (A) for a noise originating from any source:
   
   (i) an employee or agent of the Department designated by the Director to enforce this Division;
   
   (ii) a police officer; or
   
   (B) for a noise originating from an animal source, the Director of the Animal Control Division or the Director’s authorized designee within the Department of the Environment.

7.1 **Industrial Zone** means any property that has been zoned industrial.

8. **Landlord** shall mean the person who manages, leases, holds, or otherwise controls the property of an owner.

9. **Nighttime** means the hours from 9 p.m. to 7 a.m.

10. **Noise** means sound, created or controlled by human activity, from one or more sources, heard by an individual over a period of time.

11. **Noise disturbance** means any noise that is:

   (A) unpleasant, annoying, offensive, loud, or obnoxious;

   (B) unusual for the time of day or location where it is produced or heard;

   (C) detrimental to the health, comfort, quality of life, or safety of any individual or to the reasonable enjoyment of property or the lawful conduct of business because of the loudness, duration, or character of the noise or;

   (D) exceeds the objective standards of this Division.

12. **Noise-suppression plan** means a written plan to use the most effective noise-suppression equipment, materials, and methods appropriate and reasonably available for a particular type of construction.
Owner shall mean the person listed on the tax records of the County as the property owner.

Person means an individual, group of individuals, corporation, firm, partnership, or voluntary association; or a department, bureau, agency, or instrument of the County or any municipality, or of any other government to the extent allowed by law.

Police Chief or officer shall mean the Chief of the Prince George's County Police Department, a sworn member of the Prince George's County Police Department, or their authorized designee.

Receiving property means any real property where people live or work and where noise is heard, including an apartment, condominium unit, or cooperative building unit.

Residential means any property in a residential zone as set forth in Subtitle 27.

Recreational or Entertainment Establishment is an establishment as defined in Section 27-107.1(a)(192) of this Code.

Sound means an auditory sensation evoked by the oscillation of air pressure.

Source means any person, installation, device, or animal causing or contributing to noise.

Sec. 19-122.01. - Noise level and noise disturbance standards for construction.

(a) Maximum allowable noise levels for construction.

(1) A person must not cause or permit noise levels from construction activity that exceed the following levels:

(A) From 7 a.m. to 6 p.m.:

(i) 75 dBA if the Department has not approved a noise-suppression plan for the activity; or

(ii) 85 dBA if the Department has approved a noise-suppression plan for the activity.

(B) The level specified in Section 19-122(a) at all other times.

(2) Construction noise levels must be measured at the location, at least 50 feet from the source, on a receiving property where noise from the source is greatest.

(3) The Department must establish requirements for noise-suppression plans and adopt procedures for evaluating and approving plans. The requirements must provide that, at least 10 days before approving a noise-suppression plan, the Director must provide public notice reasonably calculated to reach at least a majority of households that might be affected by the construction activity noise levels above 75 dBA.

(b) Construction noise disturbance. The prohibition on noise disturbance in Section 19-122(b) applies to construction activities, notwithstanding subsection (a).

Sec. 19-122.02. - Waivers.

(a) Temporary waiver.

(1) The Director may waive any part of this Division for a temporary event if the noise the event will create or cause in excess of the limits established under this Division is offset by the benefits of the event to the public.
(2) When the Director receives an application under this subsection, the Director must provide public notice of the application reasonably calculated to reach at least a majority of households that might be affected by noise levels anticipated for the event. The Director must not approve an application under this subsection less than 10 days after the public notice.

(b) General waiver.

(1) The Director may waive any part of this Division if the Director determines that compliance in a particular case is not practical and would impose undue hardship.

(2) When the Director receives an application under this subsection, the Director must schedule a hearing on the application within 60 days.

(3) At least 30 days before the hearing, the applicant must advertise the hearing by:

(A) placing a display advertisement in a newspaper of general circulation in the community where the source that is the subject of the application is located; and

(B) posting a sign at the location of the source.

(4) Based on evidence presented at the hearing, the Director may grant a waiver for up to 3 years, under terms and conditions appropriate to reduce the impact of the exception.

(5) The Director may renew a waiver granted under this subsection if the applicant shows that the circumstances supporting the original waiver have not changed.

(c) Violation of waiver. The Director may suspend, modify, or revoke a waiver granted under this section if a person violates the terms or conditions of the waiver.

(d) Regulations and fees. The Director must issue regulations implementing this section that:

(1) set the procedures and fees to apply for a waiver under subsections (a) or (b);

(2) require the applicant to use the best technology and strategy reasonably available to mitigate noise, as determined by the Director;

(3) allow temporary waivers under subsection (a) of no more than 30 days, renewable at the discretion of the Director no more than twice; and

(4) specify the requirements for the hearing advertisement and sign required under subsection (b)(3).

(CB-18-2018)

Sec. 19-123. - Exceptions.

The following noise generating activities shall be exempt from enforcement under this Division:

(a) any sound resulting from the emergency operation of a public service company or their contractors as defined in Section 1-101(x), Public Utilities Article of the Annotated Code of Maryland or resulting from emergency operations by fire and rescue services, and police agencies;

(b) any sound resulting from the operations of an instrumentality of the Federal, State, or County government, the Board of Education, a bi-county agency, or of a municipality;

(c) a sound resulting from the operation of an aircraft.

(d) an outdoor event on private property for which a valid use and occupancy permit has been issued for purposes of sporting, recreational, entertainment establishment, or for any other event to which the public is invited; or
(e) 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, and the Board of Education, a bi-county agency, or a municipality.

(f) farm equipment being used on more than five (5) acres or outside of one hundred (100) feet of the property line.

(g) lawn care, snow removal equipment and other household tools or equipment when used and maintained in accordance with the manufacturer’s specifications between the hours of 7:00 am to 9:00 pm.

(h) a source or condition expressly subject to any State or federal noise-control law or regulation.

(CB-21-2011; CB-18-2018)
Status of community garden on WMATA property south of Albion Road
CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM

Prepared By: Terry Schum, Planning Director  Meeting Date: May 7, 2019
Presented By: Terry Schum  Proposed Consent Agenda: No

Originating Department: Planning, Community & Economic Development

Issue Before Council: Status of Community Garden on WMATA property south of Albion Road

Strategic Plan Goal: Goal 2: Environmental Sustainability

Background/Justification:
On June 19, 2018, the City Council approved a no-cost, four-year License Agreement with WMATA for use of some of their land south of Albion Road for a Community Garden operated by the City. The project site was recommended to the City by CPCUP prior to implementation of the Old Town Community Garden. City Council approval of the License Agreement was subject to final review by the City Attorney and identification of a funding source by staff. The License Agreement has not yet been signed since the final document language was only recently agreed upon.

The previous cost estimate for the project ($4,000) now appears to be very low. It did not take into consideration the requirement for Mandatory Referral (MR) review by M-NCPGC. This is a multi-step application process that has proved to be burdensome for small projects (the dog park in Hollywood is a current example). In order to submit the MR application, consultant services are needed to survey and prepare plans and drawings (existing conditions, topographical, environmental, site plan, permits, if required). Based on similar services needed for the Dog Park, it is likely that the development cost of this project could be $25,000 or more.

The WMATA site is complicated by the fact that the lease area (0.07 acres) is part of a larger parcel (12 acres) containing woodlands and other natural features making it subject to and not exempt from environmental reviews and regulations. This situation is similar to the Dog Park which is located on Board of Education property. Other issues with the site include lack of access from a street (access would be from the trolley trail), no parking facilities, no water supply and the need to establish a path from the trail to the garden. These are obstacles that impact the cost to develop the garden as well as its appeal to users.

Prior to signing the License Agreement and seeking funding, staff is sharing this information and checking in to assess the level of interest in proceeding with the project. Because the property is not owned or under the long-term control of the City, the project would not be eligible for most grant funding and would likely require City funding. There are currently 10 planting beds available in the City’s two existing community gardens and the demand for this new garden is unknown.

Fiscal Impact:
Final cost estimates are needed to determine funding needs. A minimum of $25,000 in City funding is anticipated. Ongoing maintenance of the facility would be by the Department of Public Works.

Council Options:
1. Direct staff to sign the License Agreement with WMATA, proceed with the Mandatory Referral process and identify funding.
2. Cancel the project.
3. Direct staff to identify City-owned property suitable for development as community gardens.

Staff Recommendation:
Staff is seeking direction from City Council on how to proceed.
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<th><strong>Attachments:</strong></th>
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<tr>
<td>1. Garden Location Map</td>
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<td>2. WMATA License Agreement</td>
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City of College Park

Proposed Community Garden in Calvert Hills

Project Description

The City is working on an agreement with WMATA to use a portion of their property by the Metro Green Line tunnel for a community garden. Initial plans include construction of 12 raised-bed garden plots measuring 4' x 10'. The proposed area of the garden is less than 0.1 acre.
LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made and entered into this _____ day of , 2019 by and between the WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY, a body corporate and politic organized pursuant to Public Law 89-774, 80 Stat. 1324; Maryland Acts of General Assembly, Chapter 869-1965; Virginia Acts of Assembly, Chapter 2-1966; and Resolution of D.C. Board of Commissioners adopted November 15, 1966; with principal offices at 600 Fifth Street, NW, Washington, DC 20001 ("WMATA") and the CITY OF COLLEGE PARK, with principal offices at College Park City Hall, 4500 Knox Road, College Park, MD 20740 ("Licensee").

WITNESSETH:

WHEREAS, Licensee approached WMATA with a proposal to operate a community garden on WMATA property located on Albion Road in College Park, Maryland (the “Project”); and

WHEREAS, WMATA has agreed to allow Licensee to operate a community garden on WMATA property.

NOW, THEREFORE, in consideration of the agreements, terms, covenants, and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Description of the Licensed Premises. The area hereinafter referred to as the “Licensed Premises” is shown on Exhibit A, attached hereto and made a part hereof.

2. Term of License. The term of this License shall commence on April 1, 2019 and terminate on December 31, 2022 (“Term”), unless earlier terminated pursuant to the terms herein.

3. Rent. Licensee shall pay no rent to WMATA for the term (“Rent”).

4. Termination: In the event WMATA requires the Licensed Premises for another use, WMATA shall have the right to terminate this License Agreement with sixty (60) days written notice to Licensee (“Effective Termination Date”), however, except in the case that WMATA requires the Licensed Premises for an operational use, the Effective Termination Date will not occur between April 1 and September 30 of any calendar year.

5. Use of Licensed Premises. The Licensee shall use the Licensed Premises as a community garden subject to the following terms and conditions:
   A. Licensee shall maintain the Licensed Premises in a neat and orderly condition.
   B. Licensee shall not use or allow to be used any portion of WMATA’s property outside of the Licensed Premises for any reason, including, but not limited to, for parking of any type of vehicle, storage of any material or equipment, the disposal of any materials whether biological or non-biological, or for any other purpose.
   C. Licensee shall comply with all laws, ordinances and regulations, whether federal, state or local, applicable to the operation of the Project.
D. Licensee agrees to procure and maintain, at its sole expense, all necessary jurisdictional permits and licenses for the operation of the Project.

E. Licensee shall not allow any plants to be planted on the Licensed Premises that are illegal in the State of Maryland.

F. Licensee shall be responsible for all costs associated with its use of the Licensed Premises during the term of this License Agreement.

G. Licensee will comply, at its sole cost and expense, with city, local, county, and federal regulations as they relate to the disturbance of flora on the Licensed Premises.

H. Except for any Garden Work, as defined in Section 6 herein, that is approved hereunder, Licensee shall make no other installation, alteration, modification, addition, or improvement to the Licensed Premises without the prior written consent of WMATA.

I. WMATA shall have the right, but not the obligation, to inspect the Garden Work.

6. Licensee’s Garden Work. Licensee shall take the Licensed Premises in an “as is” condition without any representations by WMATA. Garden work (“Garden Work”) shall be defined as the installation and maintenance of Licensee’s community garden, as follows:

A. The removal of tall grass and shrubs and approximately fifteen bushes by Licensee to create an open area suitable for cultivation within the Licensed Premises.

B. Access by the Licensee to the Licensed Premises for clearing and for construction of the garden, including the installation of raised planting beds enclosed with wood slats, and installation of a temporary fence on the perimeter of the garden within the Licensed Premises.

C. The clearing, installation of the garden, and delivery of supplies to the Licensed Premises will require occasional access to the site by small trucks not heavier than 2-tons controlled by Licensee, which is permitted.

D. Installation of a gravel pathway for ingress and egress by Licensee and its employees and invitees for the clearing, installation and cultivation of the garden, and for truck access as described, is authorized and shall be in the location identified on Exhibit A.

7. Utilities: Licensee shall at no time connect to WMATA’s utilities.

8. Indemnification.
   A. Subject to and without waiving common law and other governmental immunities and the provisions §5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, Licensee shall indemnify, defend and hold harmless WMATA, its directors, officers, employees and agents from any and all claims, actions, proceedings, liabilities, losses, demands, damages, obligations, penalties, costs, charges and expenses,
including, but not limited to, reasonable attorney’s fees, of whatsoever kind and nature for injury, including personal injury or death, of any person or persons, including employees of Licensee, and for loss or damage to any property, occurring in connection with, or in any way arising out of the use, occupancy and performance of the terms and conditions authorized by this License or related to this License, and/or any acts in connection with activities to be performed under this License resulting in whole or in part from the acts, errors or omissions of Licensee or any employee, agent or representative of Licensee.

B. Subject to and without waiving common law and other governmental immunities and the provisions §5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, Licensee shall indemnify, defend and hold harmless WMATA, its directors, officers, employees and agents from all claims, actions, proceedings, liabilities, losses, demands, damages, penalties, costs, charges, remedial costs, environmental claims, fees or other expenses including attorney’s fees, related to, arising from or attributable to any effluent or other hazardous waste or substance, toxic waste or substance, contaminant, pollutant, petroleum or petroleum-based product, asbestos, residue, contaminated soil or other similar material discharged from, removed from, or introduced on, about or under the Licensed Premises by Licensee or anyone acting on their behalf.

C. If any claim, demand, action or proceeding relating to the indemnification required by this Section 8 is brought against WMATA, then upon written notice from WMATA to Licensee, Licensee shall, at Licensee’s expense, resist or defend such action or proceeding by counsel approved by WMATA in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend the same. WMATA reserves the right to use its own counsel under this indemnity at Licensee’s sole cost and expense.

D. Licensee understands and agrees that it is Licensee’s responsibility to provide indemnification to WMATA pursuant to this Section 8. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of insurance to fully fund any indemnification shall not relieve Licensee of any obligation assumed under this indemnification.

9. **Insurance.** Licensee is required to comply with the terms and conditions herein described and is required to maintain the insurance coverage(s) outlined herein through the term of the License. The following terms and conditions outline the minimum insurance requirements, minimum insurance coverages, and minimum limits of insurance for those coverages that Licensee will be required to purchase and maintain. The insurance coverage requirements and limits of insurance for those coverages outlined herein are minimum coverage and limits. Licensee is encouraged, at its sole cost and expense, to purchase any additional insurance coverages and/or limits of insurance that Licensee deems prudent and necessary to manage Licensee’s risk.

A. Upon written request from WMATA, Licensee shall provide copies of any and all policy(s), including all endorsement(s), within five (5) business days of such request.
B. Receipt, review, and communications regarding Certificates of Insurance, insurance policy(s), endorsements, or other vehicles utilized to document compliance with these minimum insurance requirements does not constitute acceptance by WMATA.

C. The Local Government Insurance Trust, insurer of the City, is an insurance company reasonably acceptable to WMATA.

D. Unless otherwise noted, “claims made” insurance policies are not acceptable.

E. Any insurance policy utilizing a self-insured retention (SIR) requires approval from WMATA.

F. Licensee is required to incorporate these minimum insurance requirements into contract requirements of all contractors or subcontractors, if any, of every tier.

G. Compliance with these minimum insurance requirements does not relieve Licensee from its liability to WMATA should its liability exceed the minimum insurance limits, or minimum coverage requirements outlined herein.

H. Workers’ Compensation and Employer’s Liability Required Minimum Limits of Coverage. Workers’ Compensation statutory coverage must be provided on “all states” basis.

<table>
<thead>
<tr>
<th>Workers’ Compensation</th>
<th>Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employers’ Liability</td>
<td>$1,000,000 Each Accident</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease Policy Limit</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease Each Employee</td>
</tr>
</tbody>
</table>

I. Commercial General Liability Required Minimum Limits of Coverage:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products and Completed Operations Limit</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

(i) Commercial General Liability (CGL) coverage form shall be ISO Occurrence Form CG0001 (12/04) or its equivalent. Equivalency determination shall be made in WMATA’s sole and unreviewable discretion.

(ii) Required minimum limits of coverage may be achieved through a combination of the aforementioned CGL coverage form and umbrella excess liability coverage form(s), provided that the umbrella excess liability coverage form(s) provide the same or broader coverage than the prescribed CGL coverage form.

(iii) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the Additional Insured section of this License. Commercial General Liability and Umbrella Excess Liability forms must provide defense coverage for additional insureds.
(iv) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the Waiver of Subrogation of these minimum insurance requirements, for scheduled property damage only.

(v) Defense costs (allocated loss adjustment expense) must be included and in excess of the policy limits for all primary and umbrella excess policies.

J. Business Auto Liability Required Minimum Limits of Coverage:

<table>
<thead>
<tr>
<th>$1,000,000</th>
<th>Combined Single Limit</th>
</tr>
</thead>
</table>

(i) Business Auto Liability shall be written on ISO Business Auto Coverage Form CA 00 01 03 06, or its equivalent. Equivalency determination shall be made in WMATA’s sole and unreviewable discretion.

(ii) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the Additional Insured section of this License.

(iii) Business Auto Liability Minimum Combined Single Limit requirements may be obtained through the combination of a primary business auto liability policy and an umbrella excess liability policy provided that the umbrella excess liability policy complies with items (i) to (iii).

K. Property Insurance. Licensee must also obtain, and maintain throughout the Term, property insurance covering Licensee’s personal property and all Licensee improvements and betterments with limits equal to full replacement cost value.

L. Additional Insured(s). Licensee is required to add WMATA and the WMATA Board of Directors as Additional Insured(s) on all insurance policies purchased by Licensee with the exceptions of Workers’ Compensation. Coverage provided excludes damages arising from negligence of WMATA and WMATA Board of Directors, their agents, servants and employees.

(i) Coverage provided to any Additional Insured shall be primary to any other insurance available to the additional insured.

(ii) Coverage provided to any Additional Insured shall be for claims arising out of both ongoing operations and products and completed operations hazard. The coverage provided by the additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.’s Additional Insured Form CG 20 10 11 85 or Form CG 20 26 11 85 as determined by WMATA.

(iii) Coverage available to any Additional Insured under the products and completed operations hazard can only be limited to the applicable statute of repose in the jurisdiction where the contract scope of work takes place.

(iv) Coverage available to the Additional Insured shall not be limited to the minimum limits of coverage outlined in this document.

M. Waiver of Subrogation. Licensee is required to have all insurance policies purchased by Licensee endorsed to waive the insurance company’s rights of
recovery against WMATA and the WMATA Board of Directors. Coverage shall be provided on an endorsement that is acceptable to WMATA. This waiver applies only to property damage coverage.

N. **Certificate of Insurance (COI).** Licensee shall provide WMATA an ACORD Certificate of Insurance (COI) as evidence that the insurance requirements in this Permit have been satisfied. Certificates of Insurance shall be emailed to COI@WMATA.com. WMATA’s receipt of copies of any COI, policy endorsements, or policies does not constitute acceptance of the insurance outlined herein. The Description of Operations Box should reference the address of the Licensed Premises and the “Certificate Holder” box in the COI should state:

Washington Metropolitan Area Transit Authority  
Office of Insurance, Room 8F  
600 Fifth Street, NW  
Washington, DC 20001

O. Proposed material modifications to insurance required under this Section must be received by WMATA at least thirty (30) days prior to the effective date of the proposed modifications to such insurance.

10. **Assignment.** Licensee shall not assign this License or sublicense the Licensed Premises without the prior written consent of WMATA.

11. **Surrender of Possession.** Licensee shall, at the expiration or earlier termination of this License, surrender the Licensed Premises in a clean condition that is free of all Licensee’s furniture, fixtures, and equipment, including anything permanently affixed to the sidewalk, signs, and any other personal property and restore the Licensed Premises to its condition as of the date of this License.

12. **Federal Transit Administration and Federal Interest.**
   A. Licensee acknowledges that WMATA is the recipient of Federal grants through the Federal Transit Administration (“FTA”). Licensee further acknowledges that pursuant to FTA grant requirements, WMATA must demonstrate and retain satisfactory continuing control over the use of the Licensed Premises. Licensee agrees that it will not exercise any right permitted under this License in a manner which compromises or otherwise diminishes WMATA’s obligation to retain satisfactory continuing control over the use of the Licensed Premises.

   B. Licensee acknowledges the Federal interest in the Licensed Premises and agrees that it will take no action which compromises or otherwise diminishes such interest.

   C. Licensee acknowledges that WMATA must comply with all applicable Federal statutes, regulations, orders, certification and assurances, or other Federal law (collectively referred to as “Federal laws”), including, but not limited to, those set forth in the current Master Agreement governing transit projects supported with Federal assistance awarded through the FTA. Licensee agrees that it will take no action seeking compliance with non-Federal laws to the extent such laws conflict with applicable Federal laws.

13. **Governing Law.** This License shall be governed by the laws in the jurisdiction in which it
is located, however, to the extent that said jurisdiction’s law(s) conflict(s) with the WMATA Compact (Public Law 89-774, 80 Stat 1324, as amended), WMATA shall be governed by the WMATA Compact.

14. **Amendments.** No amendments or alterations of any of the terms of this License shall be binding upon WMATA or Licensee unless the same shall be in writing and duly executed by both parties hereto.

15. **Notices.** Notices given in connection with this License shall be in writing and shall be sent by (a) registered or certified mail, return receipt requested; (b) hand delivery; or (c) a nationally recognized overnight courier service for next business day delivery. Notices and other communications shall be deemed to have been given on the earlier of actual receipt or, in the case of overnight courier, on the first business day after delivery to such courier. Either party may change the notice address with written notification to the other.

If to WMATA:
Director
Office of Real Estate and
Station Planning
Washington Metropolitan Area
Transit Authority
600 Fifth Street, NW
Washington, DC 20001

If to Licensee:
City Manager
College Park City Hall
4500 Knox Road
College Park, MD 20740

16. **Quiet Enjoyment.** Subject to all of the terms and conditions herein contained to be performed on Licensee's part, Licensee shall at all times during the term of this License have the peaceable and quiet enjoyment and possession of the Licensed Premises for the purposes herein cited.

17. **Holdover.** In the event that Licensee shall continue to occupy the Licensed Premises or any part thereof after the conclusion of the Term of this License, or any extension thereof, the tenancy thus created shall be deemed to be upon a month-to-month basis and all terms and conditions contained in this License shall apply. In the event of Holdover, the License may be terminated by either party giving the other not less than thirty (30) days' written notice of its intent to terminate the License.

18. **Default/Termination.**
A. Licensee shall be deemed to be in default of this License if it shall fail to observe or perform any of the provisions, covenants, conditions, or agreements contained herein and such failure shall continue for a period of twenty (20) days after written notice is received from WMATA. If an event of default shall have occurred and be continuing, WMATA, at its option, may at once, or at any time thereafter, terminate this License by written notice to Licensee, whereupon this License shall end and all rights of Licensee hereunder, but not Licensee's liabilities, shall expire and terminate. Upon such termination by WMATA, and without in any way limiting the
remedies available to WMATA at law, in equity or under the terms of this License, Licensee shall at once remove all persons and effects from the Licensed Premises, and restore the Licensed Premises in accordance with Section 11 above. WMATA may enter into or repossess the Licensed Premises either by force, by summary proceeding or otherwise. WMATA shall have no liability by reason of any such reentry, repossession or removal.

A. If Licensee shall be deemed in default in the observance or performance of any term or condition of this License, WMATA without being under any obligation to do so and without thereby waiving such default, may remedy such default at the expense of Licensee, immediately and without notice in case of emergency, or in any other case, if Licensee shall fail to remedy such default within the time set forth in this License. In the event WMATA exercises such right, Licensee shall pay to WMATA immediately upon demand all of WMATA’s actual cost of performing the same.

19. Limitations on Damages. Notwithstanding anything to the contrary herein, WMATA shall not be liable for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits.

20. Officials Not To Benefit.
A. No member (i.e., Representative or Senator) of, or delegate to Congress, or any similar official, or resident commissioner, or any member of such person’s family, shall be admitted to any share or part of this License, or to any benefit that may arise therefrom; but this provision shall not apply if this License is made with a corporation or other entity with which such official or family member has only a de minimis (in WMATA’s sole opinion) contractual or ownership interest. Licensee shall forthwith deliver written notice to WMATA of any breach of the foregoing warranty representation and License and shall make reasonable inquiries from time to time to determine whether any such breach has occurred.

B. No member of or delegate to Congress shall be admitted to any share or part of this License, or to any benefit that may arise therefrom and no member, officer, or employee of the Public Body or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this License or the proceeds thereof.

21. Covenant Against Contingent Fees. The parties warrant that no person or selling agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the parties for the purpose of securing business or an attorney rendering professional legal service consistent with applicable canons of ethics.

22. Gratuities. In connection with this License, or any amendments or modifications thereto, the giving of, or offering to give, gratuities (in the form of entertainment, gifts or otherwise) by Licensee or any agent, representative, or other person deemed to be acting on behalf of Licensee, or any contractor, subcontractor or supplier furnishing material to or performing work under this License, to any director, officer or employee of WMATA, or to any director officer, employee of any of WMATA’s agents, consultants or representatives, with an intent to secure an agreement or favorable treatment or the making of any
determinations with respect to performance under this License is expressly forbidden. The terms of this Section shall be strictly construed and enforced in the event of violation hereto.

23. **Non-Liability of WMATA.** WMATA shall have no liability, including financial liability, for the actions or negligence of Licensee, its employees, customers, contractors or agents as a result of Licensee’s use of the Licensed Premises. Neither the grant of this License, nor any provision thereof, shall impose upon WMATA any new or additional duty or liability or enlarge any existing duty or liability of WMATA. Nothing in this License shall be deemed to waive WMATA’s immunity as a sovereign entity.

24. **Entire Agreement.** This License contains the entire agreement between the parties and may not be amended, altered or otherwise changed except by a subsequent writing signed by the parties to this License. The invalidation of any one of the terms or provisions of this License by judgment or court order shall in no way affect any of the other terms of this License which shall remain in full force and effect. WMATA and Licensee agree to execute any additional documents necessary to further implement the purpose and intent of this License.

25. **Waiver.** No consent or waiver, expressed or implied, by any party to this License to or for any breach of any covenant, condition or duty of the other respective party to this License shall be construed as a consent or waiver to or for any other breach of the same or any other covenant, condition or duty.

26. **Consents.** Except as herein otherwise provided, whenever the consent or approval of either party is required under this License, such consent or approval shall be in writing, signed by an officer or agent duly authorized by the party granting such consent or giving such approval.

27. **Effects of Covenants.** All of the covenants, conditions and obligations contained in this License shall be binding upon the permitted heirs, executors, administrators, successors or assigns of the respective parties to the same extent as if each such permitted heir, executor, administrator, successor or assign were in each case named as a party to this License.

IN WITNESS WHEREOF, the parties have caused this License to be executed in two counterparts as of the date and year first written above.

---

**WITNESS:**

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (WMATA)**

Name: ___________________________ Anabela Talaia, Contracting Officer

---
WITNESS:  

Janeen S. Miller, CMC, City Clerk  

CITY OF COLLEGE PARK  

Scott Somers, City Manager  

Approved as to form and legal sufficiency:  

Suellen M. Ferguson, City Attorney
Appointments to Boards and Committees
City of College Park

Board and Committee Appointments

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


<table>
<thead>
<tr>
<th>Advisory Planning Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appointee</td>
</tr>
<tr>
<td>-----------</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>
</tr>
</tbody>
</table>

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>
</tr>
</thead>
<tbody>
<tr>
<td>Appointee</td>
</tr>
<tr>
<td>-----------</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 Dullnig 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>-----------</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>Kathy Rodeffer</td>
</tr>
<tr>
<td>Kennis Termini</td>
</tr>
<tr>
<td>Bram Turner</td>
</tr>
</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) 5/24/94</td>
<td>Mayoral appt</td>
<td>M&amp;C</td>
<td>03/21</td>
</tr>
<tr>
<td>Lisa Williams 10/23/18</td>
<td>District 1</td>
<td>M&amp;C</td>
<td>03/21</td>
</tr>
<tr>
<td>Diane Ligon 02/26/19</td>
<td>District 2</td>
<td>M&amp;C</td>
<td>03/21</td>
</tr>
<tr>
<td>John Payne 04/25/17</td>
<td>District 3</td>
<td>M&amp;C</td>
<td>03/21</td>
</tr>
<tr>
<td>Maria Mackie 08/12/14</td>
<td>District 4</td>
<td>M&amp;C</td>
<td>03/21</td>
</tr>
<tr>
<td>Cameron Thurston 03/26/19</td>
<td>Mayoral appt</td>
<td>M&amp;C</td>
<td>03/21</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 six qualified voters as Supervisors of Elections, one of whom shall be appointed from the qualified voters of each of the four election districts and two of whom shall be appointed by the Mayor with the consent of the Council. The Mayor and Council shall designate one of the six Supervisors as the Chief of Elections. This is a compensated committee; compensation is based on a fiscal year. Per Council action (item 19-G-46) effective July 1, 2019: For each of the next two years, the Chief Election Supervisor will receive $960/fiscal year and the Supervisors will receive $720/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 12/11/18</td>
<td>District 1</td>
<td>Kabir</td>
<td></td>
</tr>
<tr>
<td>Nathan Rickard 12/11/18</td>
<td>District 1</td>
<td>Kennedy</td>
<td></td>
</tr>
<tr>
<td>Brooks Boliek 12/11/18</td>
<td>District 2</td>
<td>Brennan</td>
<td></td>
</tr>
<tr>
<td>Cameron Thurston 12/11/18</td>
<td>District 2</td>
<td>Dennis</td>
<td></td>
</tr>
<tr>
<td>Ray Ranker 01/08/19</td>
<td>District 3</td>
<td>Day</td>
<td></td>
</tr>
<tr>
<td>Virdina Gibbs 12/11/18</td>
<td>District 3</td>
<td>Rigg</td>
<td></td>
</tr>
<tr>
<td>Normand Bernache 01/08/19</td>
<td>District 4</td>
<td>Kujawa</td>
<td></td>
</tr>
<tr>
<td>Peter King 12/11/18</td>
<td>District 4</td>
<td>Mitchell</td>
<td></td>
</tr>
<tr>
<td>Nora Eidelman 12/11/18</td>
<td>At-large</td>
<td>Mayor</td>
<td></td>
</tr>
<tr>
<td>Dan Alpert 12/11/18</td>
<td>At-large</td>
<td>Mayor</td>
<td></td>
</tr>
</tbody>
</table>

Members shall serve until the Commission’s findings are submitted to the Mayor and Council, expected no later than May 31, 2019.

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
### College Park City-University Partnership

<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 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.

### College Park Seniors Committee

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Represents</th>
<th>Appointed by</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arelis Pérez 11/14/17</td>
<td>Resident, District 1</td>
<td>M&amp;C</td>
<td>11/19</td>
</tr>
<tr>
<td>Manuel Guevara-Cordova 03/28/17</td>
<td>Resident, District 3</td>
<td>M&amp;C</td>
<td>03/19</td>
</tr>
<tr>
<td>Rosemary Perticari 04/11/17</td>
<td>Resident, District 1</td>
<td>M&amp;C</td>
<td>04/21</td>
</tr>
<tr>
<td>Mary Anne Hakes 04/11/17</td>
<td>Resident, District 3</td>
<td>M&amp;C</td>
<td>04/21</td>
</tr>
<tr>
<td>Jackie Kelly 05/23/17</td>
<td>Resident, District 1</td>
<td>M&amp;C</td>
<td>05/19</td>
</tr>
<tr>
<td>Darlene Nowlin 08/08/17</td>
<td>Resident, District 4</td>
<td>M&amp;C</td>
<td>08/19</td>
</tr>
<tr>
<td>Bonnie McClellan</td>
<td>Resident, District 4</td>
<td>M&amp;C</td>
<td>01/20</td>
</tr>
<tr>
<td>Victoria Evans 01/15/19</td>
<td>Resident, District 2</td>
<td>M&amp;C</td>
<td>01/21</td>
</tr>
<tr>
<td>Robert Thurston 03/12/19</td>
<td>Resident, District 2</td>
<td>M&amp;C</td>
<td>03/21</td>
</tr>
<tr>
<td>Lynn Topp 04/23/19</td>
<td>Non-Resident</td>
<td>M&amp;C</td>
<td>04/21</td>
</tr>
<tr>
<td>VACANT</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Resolution 16-R-33 adopted December 13, 2016. Resolution 17-R-29 adopted November 28, 2017 increased membership. Resolution 19-R-07 adopted April 9, 2019 removed the Councilmember designation and increased membership. Up to 11 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.
### Committee For A Better Environment

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Resides in</th>
<th>Appointed by</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<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>
<tr>
<td>Alan Hew 01/12/16</td>
<td>District 4</td>
<td>M&amp;C</td>
<td>02/22</td>
</tr>
<tr>
<td>Daniel Walfield 02/23/16</td>
<td>District 1</td>
<td>M&amp;C</td>
<td>02/19</td>
</tr>
<tr>
<td>Todd Larsen 03/22/16</td>
<td>District 2</td>
<td>M&amp;C</td>
<td>03/22</td>
</tr>
<tr>
<td>Jordan Schakner 10/10/17</td>
<td>District 1</td>
<td>M&amp;C</td>
<td>10/20</td>
</tr>
<tr>
<td>Caroline Wick 02/12/19</td>
<td>District 3</td>
<td>M&amp;C</td>
<td>02/22</td>
</tr>
<tr>
<td>Alexa Bely 02/12/19</td>
<td>District 3</td>
<td>M&amp;C</td>
<td>02/22</td>
</tr>
<tr>
<td>Oscar Gregory 02/26/19</td>
<td>District 4</td>
<td>M&amp;C</td>
<td>02/22</td>
</tr>
<tr>
<td>Cameron Thurston 02/26/19</td>
<td>District 2</td>
<td>M&amp;C</td>
<td>02/22</td>
</tr>
<tr>
<td>Pablo Regis de Oliveria 03/12/19</td>
<td>District 3</td>
<td>M&amp;C</td>
<td>03/22</td>
</tr>
<tr>
<td>Andrea McNamara 03/12/19</td>
<td>District 3</td>
<td>M&amp;C</td>
<td>03/22</td>
</tr>
<tr>
<td>Matt Dernoga 03/26/19</td>
<td>District 1</td>
<td>M&amp;C</td>
<td>03/22</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 Biffl 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>
<tr>
<td>Branson Cameron 04/23/19</td>
<td>UMD Student</td>
</tr>
</tbody>
</table>

VACANT

Resolution 18-R-14 adopted 10-09-2018; Resolution 19-R-06 adopted 04-09-2019: Composed of up to 12 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</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>04/21</td>
</tr>
<tr>
<td>Rose Greene Colby</td>
<td>District 3</td>
<td>M&amp;C</td>
<td>02/21</td>
</tr>
<tr>
<td>Doris Ellis 08/08/17</td>
<td>District 4</td>
<td>M&amp;C</td>
<td>08/19</td>
</tr>
<tr>
<td>VACANT</td>
<td></td>
<td>M&amp;C</td>
<td></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.

### Ethics Commission

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Represents</th>
<th>Appointed by</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nora Eidelman 11/24/15</td>
<td>District 1</td>
<td>Mayor</td>
<td>11/19</td>
</tr>
<tr>
<td>Joe Theis 05/12/15</td>
<td>District 2</td>
<td>Mayor</td>
<td>06/19</td>
</tr>
<tr>
<td>Rachel Gregory</td>
<td>District 3</td>
<td>Mayor</td>
<td>05/20</td>
</tr>
<tr>
<td>Gail Kushner 09/13/11</td>
<td>District 4</td>
<td>Mayor</td>
<td>05/20</td>
</tr>
<tr>
<td>Robert Thurston 9/13/05</td>
<td>At Large</td>
<td>Mayor</td>
<td>05/20</td>
</tr>
<tr>
<td>Alan C. Bradford 1/23/96</td>
<td>At-Large</td>
<td>Mayor</td>
<td>11/19</td>
</tr>
<tr>
<td>Frank Rose 05/08/12</td>
<td>At-Large</td>
<td>Mayor</td>
<td>05/20</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.

### Housing Authority of the City of College Park

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Represents</th>
<th>Appointed by</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bob Catlin 05/13/14</td>
<td>Mayor</td>
<td></td>
<td>05/01/19</td>
</tr>
<tr>
<td>James McFadden 10/09/18</td>
<td>Mayor</td>
<td></td>
<td>05/01/23</td>
</tr>
<tr>
<td>John Moore 9/10/96</td>
<td>Mayor</td>
<td></td>
<td>05/01/19</td>
</tr>
<tr>
<td>Arelis Perez 04/10/18</td>
<td>Mayor</td>
<td></td>
<td>05/01/20</td>
</tr>
<tr>
<td>Carl Patterson 12/11/12</td>
<td>Attick Towers resident</td>
<td>Mayor</td>
<td>05/01/22</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.

### Martin Luther King, Jr. Tribute Committee

<table>
<thead>
<tr>
<th>Appointee</th>
<th>Represents</th>
<th>Appointed by</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lilla Sutton 09/27/16</td>
<td>District 2</td>
<td>M&amp;C</td>
<td>09/19</td>
</tr>
<tr>
<td>Dottie Chicquello</td>
<td>Non-resident</td>
<td>M&amp;C</td>
<td>09/19</td>
</tr>
<tr>
<td>Jordan Schakner 10/10/17</td>
<td>District 1</td>
<td>M&amp;C</td>
<td>10/20</td>
</tr>
<tr>
<td>Anita Wolley 11/14/17</td>
<td>District 2</td>
<td>M&amp;C</td>
<td>11/20</td>
</tr>
<tr>
<td>VACANT</td>
<td></td>
<td>M&amp;C</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>Mayoral Appt</td>
<td>Mayor</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>
</tbody>
</table>
Jane Hopkins 1/23/18  District 4  M&C  01/21
Janice Bernache 02/13/18  District 3  M&C  02/21
Santosh Chelliah 10/09/18  District 4  M&C  10/21
Darlene White 10/09/18  District 2  M&C  10/21
Aiina De Triana 03/26/19  District 1  M&C  03/22

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.

<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>04/21</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>Todd Reitzel 04/09/19</td>
<td>Citizen</td>
<td>M&amp;C</td>
<td>04/21</td>
</tr>
<tr>
<td>Rashawna Alfred 04/09/19</td>
<td>Citizen</td>
<td>M&amp;C</td>
<td>04/21</td>
</tr>
<tr>
<td>Janet Wagner 04/09/19</td>
<td>Citizen</td>
<td>M&amp;C</td>
<td>04/21</td>
</tr>
<tr>
<td>Todd Larsen (or an alternate)</td>
<td>CBE Chair Liaison</td>
<td>M&amp;C</td>
<td>04/21</td>
</tr>
<tr>
<td>John Lea-Cox 1/13/98</td>
<td>City Forester</td>
<td>M&amp;C</td>
<td>04/21</td>
</tr>
<tr>
<td>(This designation to be removed) Planning Director</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brenda Alexander</td>
<td>Public Works Director</td>
<td>M&amp;C</td>
<td>04/21</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></td>
<td>M&amp;C</td>
<td>12/18</td>
</tr>
<tr>
<td>Seth Gomoljak 11/6/14</td>
<td></td>
<td>M&amp;C</td>
<td>11/17</td>
</tr>
<tr>
<td>Robert Green 01/09/18</td>
<td></td>
<td>M&amp;C</td>
<td>01/21</td>
</tr>
<tr>
<td>Mary Cook 02/12/19</td>
<td></td>
<td>M&amp;C</td>
<td>02/22</td>
</tr>
<tr>
<td>Lisa Fischer 02/26/19</td>
<td></td>
<td>M&amp;C</td>
<td>02/22</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: May 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.

**MAY 14, 2019 REGULAR MEETING**

Proclamation for National Kids to Parks Day

“If I Were Mayor, I Would…” Outstanding Essayists

Public Hearing on the FY ’20 Budget – Gary Fields, Director of Finance

03-13-19: Presentation of Duvall Field Visioning Project and Conceptual Plan – Terry Schum, Director of Planning (45)

04-19-19: Proposed Consent: Approval of free summer parking in City-owned parking garage/lot – Bob Ryan, Director of Public Services

04-29-19: Proposed Consent: CPV-2019-03, 9604 51st Place, College Park

05-01-19: Proposed Consent: Approval of a retainer agreement with Lindsey Rader and Funk & Bolton, PA for Bond Counsel – Gary Fields, Director of Finance

Review of Property Use Agreement for Steven R. Jennings, Managing Member, for a Class B (BLX), Beer, Wine and Liquor for the use of The Hall – CP Arts & Entertainment, LLC, t/a The Hall, 4425 Campus Drive, College Park, 20742 – Bob Ryan, Director of Public Services

04-19-19: Request for appointments to the College Park City-University Partnership Board
**MAY 21, 2019 WORKSESSION**

04-10-19: Election Matters: Update on Voting Centers and Election Budget – Janeen S. Miller, City Clerk (30)

Discussion of language access accommodations for City residents to engage with City government - Ryna Quinones, Communications Coordinator (30)

**MAY 28, 2019 REGULAR MEETING**

Adoption of the FY ’20 Budget

**JUNE 4, 2019 WORKSESSION**

Discussion with Lisa Choplin, Director, I-495 & I-270 P3 Office, and SHA staff, on the Governor’s Traffic Relief Plan – the Four Cities have been invited – Mayor Wojahn (60)

03-06-19: Review of Detailed Site Plan for College Park Metro apartments – Terry Schum, Director of Planning (40)

05-02-19: Consideration of a request to amend the Declaration of Covenants to increase the occupancy limit for 4619 College Avenue - Suellen Ferguson, City Attorney (30)

**JUNE 11, 2019 REGULAR MEETING**

01-23-19: Award of Design/Build Contract for College Park Woods Pool property – Suellen Ferguson, City Attorney (30)

**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

01-08-19: 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: Discussion of discharge of sump pump water runoff (request of Councilmember Kabir – will be discussed during pavement management discussion at Budget Worksession)

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

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

03-05-19: Discussion of City Participation in the National League of Cities Road Map for Equity and Diversity – Mayor Wojahn

03-05-19: Update on Phase 1 of US 1 reconstruction project from College Avenue to 193 – Scott Somers, City Manager

03-13-19: Public Hearing, amendments to, and possible adoption of 19-O-05, Bulk Trash – Robert Marsili, Director of Public Works
03-13-19: Discussion of additional roadway connectivity between City neighborhoods – Terry Schum, Director of Planning

AND

04-02-09: Find options to reduce traffic on our major roadways (include Complete Streets) – request of Councilmember Kabir

03-19-19: Discussion of a pilot e-scooter program – Terry Schum, Director of Planning

03-20-19: Award of contract for construction for Hollywood Dog Park – Scott Somers, City Manager

04-02-19: Follow up to April 2 W/S discussion about comments on the M-NCPCC budget, and approval of a letter – Bill Gardiner, Assistant City Manager

04-10-19: Discussion on policy for events and solicitation - Ryna Quinones, Communications Coordinator

04-10-19: County Comprehensive Rezoning Discussion – Terry Schum, Director of Planning

04-16-19: Follow-up discussion on tree canopy assessment report – Robert Marsili, Director of Public Works

04-24-19: Discussion on the next Strategic Plan – Scott Somers, City Manager

Future Worksessions requested at the FY20 Budget Worksession:

1) Performance Measures – how we use them and how we set them
2) Long-term strategic plan to study additional connectivity – schedule when result of $50K grant is presented; consider a more aggressive time frame in the Complete Streets CIP
3) Update on the Sustainability Plan