



TUESDAY, MAY 12, 2020
CITY OF COLLEGE PARK

VIRTUAL MEETING
Meeting Link Will Be Posted On City Website And
Emailed Via College Park Connected

7:30 P.M.
MAYOR AND COUNCIL REGULAR MEETING
AGENDA

COLLEGE PARK MISSION STATEMENT

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

1. **MEDITATION**
2. **PLEDGE OF ALLEGIANCE:** Led by Councilmember Brennan
3. **ROLL CALL**
4. **ANNOUNCEMENTS/COMMENTS - MAYOR, COUNCIL, STUDENT LIAISON**
5. **CITY MANAGER'S REPORT**
6. **ACKNOWLEDGMENTS**
7. **PROCLAMATIONS AND AWARDS:**
 - "Parks To Kids" Day on May 16
 - Public Service Recognition Week
8. **AMENDMENTS TO AND APPROVAL OF THE AGENDA**
9. **PUBLIC COMMENT ON CONSENT AGENDA AND NON-AGENDA ITEMS** - Speakers are asked to provide their name and address for the record, and are given three minutes to address the Council.
10. **PUBLIC HEARINGS:**
 - A. Ordinance 20-O-07, an Ordinance of the Mayor and Council of the City of College Park to Adopt the Fiscal Year 2021 General Fund, Capital Projects Fund and Debt Service Fund Budgets of the City of College Park, and to take public comment on the Constant Yield Tax Rate.
11. **PRESENTATIONS**

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

20-G-89	Approval of a Cooperation Agreement for the Community Development Block Grant (CDBG) Urban County Qualification for Federal Fiscal Years beginning July 1, 2020 and ending June 30, 2023 - Terry Schum, Director of Planning	Motion By: To: Second: Aye: Nay: Other:
20-G-90	Approval of Minutes from the February 25, 2020 Regular Meeting; and the March 10, 2020 Regular Meeting.	
20-G-96	Reappointment of Mayor Patrick Wojahn and Steve Brayman as Class B Directors; and of David Iannucci as a Class C Director, to the College Park City-University Partnership, with all terms to expire on June 30, 2023.	
20-G-92	Reappointment of Arelis Perez to the College Park Housing Authority	

13. ACTION ITEMS

20-G-91	Recommend approval, with conditions, to the Prince George’s County Planning Board, of Preliminary Plan of Subdivision 4-19047 for “The Standard” student housing project on Hartwick Road, subject to the applicant entering into a Declaration of Covenants with the City.	Motion By: Rigg To: Second: Aye: Nay: Other:
20-R-12	Approval of a Resolution granting a City Revitalization Tax Credit to the Gilbane Development Company for College Park Metro Apartments (The Atworth), and approval of a Declaration of Covenants	Motion By: To: Second: Aye: Nay: Other:
20-G-93	Approval of the following COVID-19-related relief efforts: 1) Waiver of business license renewal fees through the end of FY21; 2) Suspend commercial sign and banner code enforcement; and 3) Encourage landlords to delay or forego rental payments from their tenants if financially feasible.	Motion By: Kabir To: Second: Aye: Nay: Other:
20-G-94	Award of contract for RFP-CP-20-03 for a feasibility study about establishing a City department of Building Code, Permitting and Enforcement, subject to approval of the City Attorney – Bob Ryan, Director of Public Services	Motion By: To: Second: Aye: Nay: Other:
20-R-13	Resolution Of The Mayor And Council Of The City Of College Park To Accept The Dedication Of Amherst Avenue As A Publicly Dedicated Street, Based Upon The Delineations On The Subdivision Plat Entitled "Johnson & Curriden's Subdivision Of College Park"	Motion By: To: Second: Aye: Nay: Other:

14. GENERAL COMMENTS FROM THE AUDIENCE

15. ADJOURN

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

PROCLAMATIONS:

- Parks to Kids Day
- Public Service Recognition
Week

City of College Park
“Take the Parks To Kids” Day

A Virtual Park Celebration

WHEREAS, May 16, 2020, is the tenth Kids to Parks Day organized and launched by the National Park Trust and held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks, public lands and waterways; and

WHEREAS, this year, COVID-19 has impacted everyone across the nation and the world, and has limited our ability to interact with our beloved national, state and local parks;

WHEREAS, the National Park Trust has responded by taking the 10th anniversary of Kids to Parks Day digital by creating an app and bringing a much-needed infusion of the great outdoors into our homes;

WHEREAS, the free ParkPassport mobile app provides kids with virtual park experiences and allows families to explore parks all across the country from their homes.

NOW THEREFORE, I, Mayor Patrick L. Wojahn do hereby proclaim May 16, 2020, as Take The Parks To Kids Day, and encourage families to explore our great American parks using the National Park Trust’s ParkPassport app, and remind children and families that an active lifestyle can help combat issues of childhood obesity, diabetes, hypertension and hypercholesterolemia.

PROCLAIMED THIS 12th **DAY OF** May, 2020.

Patrick L. Wojahn, Mayor
City of College Park, Maryland

**PROCLAMATION
PUBLIC SERVICE RECOGNITION WEEK**

WHEREAS, Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working. Their tireless efforts are especially critical today during the COVID-19 pandemic; and

WHEREAS, public employees take not only jobs, but solemn oaths; and

WHEREAS, many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, aid workers, health care professionals, intelligence officers and others, risk their lives each day in service to the Constitution and people of the United States and around the world; and

WHEREAS, public servants include teachers, doctors and scientists, train conductors and astronauts, nurses and safety inspectors, laborers, computer technicians and social workers, and countless other occupations. Day in and day out they continue to fulfill their duties during a public health crisis—even at personal risk—to provide the diverse services demanded by the American people of their government with efficiency and integrity; and

WHEREAS, without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials; and

NOW, THEREFORE, I, Patrick L. Wojahn, the Mayor of the City of College Park, Maryland do hereby announce and proclaim to all citizens that May 3-9 is Public Service Recognition Week. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels—federal, state, county and city.

PROCLAIMED THIS 12th **DAY OF** May, 2020.

Patrick L. Wojahn, Mayor
City of College Park, Maryland

Public Hearing:

FY '21 Budget Ordinance
20-O-07

And

Constant Yield Tax Rate

CITY OF COLLEGE PARK, MARYLAND
REGULAR COUNCIL MEETING



AGENDA ITEM **20-O-07**

Prepared By: Gary Fields,
Director of Finance

Meeting Date: May 12, 2020

Presented By: Gary Fields,
Director of Finance

Consent Agenda: No

Originating Department: Finance

Action Requested: Hold a Public Hearing on 1) Constant Yield Tax Rate and 2) Budget Ordinance 20-O-07 - FY 2021 Proposed Operating Budgets for the City of College Park.

Strategic Plan Goal: Goal 6: Excellent Services

Background/Justification:

Budget Ordinance 20-O-07, incorporating the FY 2021 Proposed Budgets for the City's General Fund, Capital Projects Fund and Parking Garage Debt Service Fund and revisions for from the Mayor and Council budget Worksession, impacts from COVID-19 and other adjustments to balance the budgets, was introduced at the City Council meeting on April 28, 2020, and a public hearing was set for May 12, 2020. A public hearing on the Constant Yield Tax Rate (CYTR) is also scheduled for the same time. Staff recommends that residents be allowed to comment on both items at one time.

The attachments to this memo include: 1) Budget Ordinance 20-O-07; 2) changes to the original proposed budget for General Fund; 3) changes to the proposed CIP FY2021-2025; 3) Summary page of the CIP; and 4) a narrative summary of the revised FY2021 Proposed Budget.

The total General Fund proposed budget, as originally presented in March, has been reduced by \$1.85 million (from \$23.32 million to \$21.47 million), primarily a result of providing for financial effects from the pandemic.

The CYTR is calculated by SDAT for each taxing authority in Maryland. It represents the real property tax rate for the coming tax year that will generate the same amount of revenue that was generated during the current tax year. As assessments increase, the CYTR decreases. If the taxing authority plans to increase, or maintain its real property tax rate at the current level, above the CYTR, it must be advertised and a hearing must be held.

The City's proposed real property tax rate of 32.5 cents per \$100 valuation is the same as last year but it exceeds the CYTR of 31.48 cents and a public hearing is required. The required CYTR notice was advertised in the Washington Post on April 30, 2020

The City Charter (Sec. C10-3.D) requires that the budget be adopted by May 31 of the fiscal year currently ending. The FY2021 budget is scheduled to be adopted at the May 26, 2020 City Council meeting.

Fiscal Impact:

The proposed budget provides authorization for FY 2021 municipal operations.

Council Options:

1. Hold the Public Hearing.

Staff Recommendation:

#1

Recommended Motion:

N/A

Attachments:

1. Ordinance 20-O-07, FY2021 Proposed Budgets
2. Changes to the original proposed budget for General Fund
3. Changes to the proposed CIP FY2021-2025
4. Summary page of the CIP
5. Narrative summary of the revised FY2021 Proposed Budget

ORDINANCE 20-O-07

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF
COLLEGE PARK TO ADOPT THE FISCAL YEAR 2021
GENERAL FUND, CAPITAL PROJECTS FUND AND DEBT SERVICE FUND
BUDGETS OF THE CITY OF COLLEGE PARK**

BE IT ORDAINED, by the Mayor and Council of the City of College Park, Maryland, that the following sums and amounts are hereby appropriated for the fiscal year beginning July 1, 2020 and ending June 30, 2021, the said revenues being used to defray expenses and operations of the City of College Park in accordance with the following schedule:

General Fund

Revenues

General Property Taxes	\$ 10,652,792
Other Taxes	4,133,430
Licenses & Permits	1,075,600
Intergovernmental	373,772
Charges for Services	908,228
Fines & Fees	2,960,300
Miscellaneous Revenues	<u>250,390</u>

Total Revenue \$ 20,354,512

Expenditures, Contingency & Operating Transfers

General Government and Administration	\$ 4,812,661
Public Services	4,998,179
Planning, Community & Economic Development	951,426
Youth, Family & Senior Services	1,328,630
Public Works	6,184,731
Contingency	250,000
Interfund operating transfer to Debt Service Fund	900,700
Interfund operating transfer to Capital Projects Fund	<u>928,185</u>

Total Expenditures, Contingency & Operating Transfer \$ 20,354,512

**Excess Fund Balance (over 25% retention goal) transfer to
the Capital Projects Fund**

\$ 1,116,628

Capital Projects Fund

Revenues

Funding sources other than General Fund	\$ 2,085,520
Interfund operating transfer from General Fund	928,185
Excess Fund Balance transfer from the General Fund	1,116,628
Reserves (Fund Balance)	<u>25,137,868</u>

Total Revenues \$ 29,268,201

Expenditures

Capital Outlay – Total Expenditures \$ 18,577,119

Debt Service Fund

Revenues

Highways & Streets	
Parking Meter Revenue	\$ 175,000
Fines	
Parking Fines Revenue	40,000
Interfund operating transfer from General Fund	900,700
Appropriated Fund Balance	<u>509,971</u>

Total Revenues \$ 1,625,671

Expenditures

Debt Service:

Principal (Parking Garage Bond)	\$ 415,000
Interest (Parking Garage Bond)	159,971
Principal (2019 Public Improvement Bond)	350,000
Interest (2019 Public Improvement Bond)	550,700
Principal (Community Legacy Loan)	<u>150,000</u>

Total Expenditures \$ 1,625,671

BE IT FURTHER ORDAINED that:

1. The tax levy be, and the same is hereby set at thirty-two and 5/10 cents (\$0.325) per one hundred dollars (\$100.00) of full value assessment on all taxable real property located within the corporate limits of the City of College Park;
2. The tax levy be, and the same is hereby set at eighty-three and 8/10 cents (\$0.838) per one hundred dollars (\$100.00) of full value assessment on all taxable personal property located within the corporate limits of the City of College Park;
3. In addition to the General Fund expenditures, contingency and operating transfers of \$20,354,512, the sum of \$1,116,628, representing the excess unassigned fund balance of the General Fund over the 25% retention goal, is transferred to the Capital Projects Fund;

4. The net speed enforcement camera revenues, after recovery of the costs of implementing and administering the program, are allocated solely for public safety purposes, including pedestrian safety programs;
5. The above listing of revenues and expenditures represents a summary of the detailed material contained in a document entitled “City of College Park Proposed Operating Budget for Fiscal Year 2021”, with amendments; said document and any amendments thereto are incorporated herein by this reference;
6. By adoption of this Ordinance, the FY2021 Pavement Management Plan and the FY2021 Pay Plan (including Job Class Table and Pay Table) contained in the FY2021 proposed operating budget with amendments, if any, are hereby adopted by this reference;
7. By adoption of this Ordinance, the City includes its employees in the Reformed Contributory Pension Plan of the Maryland State Retirement and Pension System (MSRP) and authorizes payment of retirement benefits into the said pension system, on the terms and conditions set forth in State law;
8. The Unrestricted Capital Projects Fund and Restricted Capital Projects Fund reserve accounts shall be re-appropriated as required in order to fund the projects included in the Capital Improvement Plan as adopted by this Ordinance;
9. The Capital Projects Fund Budget for Fiscal Year 2021 in the amount of \$18,577,119, as listed and described in the Capital Projects Fund section, and the Five-Year Capital Improvement Plan (CIP) for Fiscal Year 2021-2025, of the “Proposed Operating Budget for Fiscal Year 2021” with any amendments, are hereby adopted;
10. The Debt Service Fund is hereby budgeted for fiscal year 2021. The revenues retained in the Debt Service Fund will be used to offset debt service costs on the parking garage debt. The required debt service on the parking garage bond for FY2021 totaling \$574,971 and the Community Legacy loan of \$150,000 shall be paid from the accumulated reserves of the Fund. The required debt service for the 2019 Public Improvement Bonds (for new City Hall and Duvall Field renovations) totaling \$900,700 shall be paid from a transfer from the General Fund;
12. Personal property tax accounts delinquent for a period of ninety (90) days shall be assessed a \$100.00 late payment penalty;
13. Should any section of this Ordinance be determined to be invalid, such invalidity shall not affect any other sections; and
14. This Ordinance shall become effective on July 1, 2020.

BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall 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 budget 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 is hereby set for 7:30 P.M. on the 12th day of May, 2020. Due to the COVID-19 pandemic and following the order of Maryland Gov. Lawrence Hogan, Jr., this will be a virtual meeting. This public hearing follows the publication by at least seven (7) days. Notice was given to the public that the “City Manager’s Proposed Operating Budget for Fiscal Year 2021” was available for inspection by the public at least two (2) weeks before the public hearing, which will be held in connection with a regular Council meeting. 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, without the need for further advertising or public hearings.

This Ordinance shall become effective on July 1, 2020 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 on the 28th day of April, 2020

Adopted on the _____ day of May, 2020

Effective on the 1st day of July, 2020

Patrick L. Wojahn, Mayor

ATTEST:

Janeen S. Miller, CMC, City Clerk

APPROVED AS TO FORM:

Suellen M. Ferguson, City Attorney

Changes to FY 2021 Proposed Budget

	Estimated FY2020	Budget FY2021
Proposed Budget, Excess Rev over Exp	421,902	-
<u>COVID 19 related adjustments:</u>		
Revenue reduction:		
Personal Property Tax	-10.0% (100,000)	(100,000)
Income Tax	-5.0% (105,000)	(105,000)
Admissions and Amusement Tax	-10.0% (65,000)	(65,000)
Highway User Tax	-10.0% (62,477)	(63,715)
Hotel/Motel Tax	-30.0% (420,000)	(420,000)
Occupancy permits	-10.0% (80,000)	(80,000)
Parking meter revenue	-20.0% (56,000)	(55,000)
Garage paystation	-20.0% (14,000)	(14,000)
Garage parking - retail	(20,000)	(120,000)
Total COVID 19 related revenue reduction	(922,477)	(1,022,715)
Additional expenditures:		
Contingency (COVID 19 relief)	(100,000)	(150,000) <i>in addition to \$100k budgeted</i>
Net effect of COVID-19 adjustments	(1,022,477)	(1,172,715)
<u>Changes from Budget Worksession & City Manager:</u>		
Increase for Meals on Wheels		(5,000)
Increase for Billing & Collections Supervisor reclassification		(11,003)
Decrease for Parking Enforcement - staff reduction (1.5 FTEs)		104,295
Increase for Economic Development Coordinator reclassification		(36,753)
Increase for Farmer's Market (Market Master contract)		(1,000)
Increase for DPW - Contract mowing		(1,500)
Net reduction in operating expenditures		49,039
Changes to the transfer from the General Fund to CIP:		
Increase for 2 Bus Shelters		(24,000)
Increase for "Welcome to College Park Sign"		(12,000)
Increase for basketball court behind Calvert Rd. School		(30,000)
Increase for additional sidewalk projects		(200,000)
Total increase in transfer to CIP		(266,000)
<u>To balance budget:</u>		
Reduce Gen. Fund Transfer to CIP for FY18 Excess F/B xfer (year 3)		1,225,000
Reduce General Fund transfer to CIP (Facilities Cap. Reserve)		164,676
Total decrease in transfer to CIP	-	1,389,676
Proposed Budget Excess Revenue over Exp., as Adjusted	(600,575)	-

Changes to FY 2021-2025 Proposed CIP

	<u>FY2021</u>
Proposed CIP - Total Capital Expenditures	<u>\$ 18,577,119</u>
<u>Changes from Budget Worksession</u>	
Additional project expenditures:	
2 Bus Shelters (Streets & Sidewalks)	24,000
"Welcome to College Park" Sign (Dept. Capital)	12,000
Basketball court behind Calvert Rd. School (Dept. Capital)	30,000
Additional sidewalk projects (Streets & Sidewalks)	<u>200,000</u>
Increase in CIP Expenditures	266,000
<u>Decrease to CIP Expenditures</u>	
New City Hall (to reconcile Budget Ordinance)	<u>(266,000) (a)</u>
Net Change to CIP Total Expenditures	<u>-</u>
Revised - Proposed CIP - Total Capital Expenditures	<u><u>\$ 18,577,119</u></u>
(a) FY2022 expenditures for New City Hall were increased \$266,000, so no change to total project cost	

Proposed CIP - Total Funding Sources	\$ 31,220,663
<u>Changes to Funding Sources:</u>	
Net reductions in operating transfers from General Fund	(1,123,676) (b)
Reduction of estimated FY2021 Excess Fund Balance transfer from Gen. Fund	<u>(828,786)</u>
Revised - Proposed CIP - Total Funding Sources	<u><u>\$ 29,268,201</u></u>

(b) Calculation of net reductions in operating transfers from Gen. Fund:	
Yr. 3 allocation of FY18 Excess F/B xfer	\$ (1,225,000)
Reduce Facilities Capital Reserve funding source (from Gen. Fund)	(164,676)
Additional transfers from Gen Fund for added projects	<u>266,000</u>
Net reductions in operating transfers	<u><u>\$ (1,123,676) (b)</u></u>

Five-Year Capital Improvement Program
Summary
FY 2021 - FY 2025

	<u>Cumulative</u>		<u>Cumulative</u>		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	<u>Cumulative</u>
	Inception to June 30, 2019 Actual	FY 2020 Estimated Total	Inception to June 30, 2020 Estimated	FY 2021 Proposed Budget	FY 2022 Projected	FY 2023 Projected	FY 2024 Projected	FY 2025 Projected	Inception to End/FY25 Projected	
Funding Sources:										
Reserve Balance - July 1		\$ 12,566,506		\$ 25,137,868	\$ 10,691,082	\$ 4,532,619	\$ 4,476,083	\$ 4,608,216		
Utility Franchise Fees	\$ 2,971,236	172,882	\$ 3,144,118	176,340	179,866	183,464	187,133	190,876	\$ 4,061,797	
Federal Grants	1,168,637	-	1,168,637	-	-	-	-	-	1,168,637	
State Grants	841,286	1,874,197	2,715,483	771,180	749,000	-	-	-	4,235,663	
County Grants	250,000	-	250,000	371,500	333,000	333,000	-	-	1,287,500	
Other Grants	183,296	-	183,296	205,000	-	-	-	-	388,296	
General government charges	54,609	6,963	61,572	10,000	-	-	-	-	71,572	
Highways & Streets	1,850	-	1,850	-	-	-	-	-	1,850	
Investment earnings	85,167	201,077	286,244	264,000	42,000	-	-	-	592,244	
Developer Contributions	962,500	-	962,500	-	-	-	-	-	962,500	
Sale of F/A	160,875	18,277	179,152	12,500	12,500	12,500	12,500	12,500	241,652	
Other revenue	320,576	-	320,576	-	-	-	-	-	320,576	
Capital leases/Bond proceeds	4,269,512	17,502,854	21,772,366	-	-	-	-	-	21,772,366	
Rent	120,200	52,860	173,060	-	-	-	-	-	173,060	
Transfers from:										
General Fund:										
Operating	21,419,334	2,768,851	24,188,185	1,802,185	2,795,916	2,965,546	2,458,546	1,508,546	35,718,924	
Dept. capital	1,077,898	481,100	1,558,998	351,000	250,000	200,000	250,000	200,000	2,809,998	
Excess fund bal. - FY2018	3,675,000	(1,225,000)	2,450,000	(1,225,000)	(1,225,000)	-	-	-	-	
Excess fund bal. - FY2021				1,116,628					1,116,628	
Debt Service Fund		50,000	50,000	-	-	-	-	-	50,000	
Inter-project transfer	1,068,045	273,677	1,341,722	275,000	735,411	-	-	-	2,352,133	
Facilities Capital Reserve	34,030	-	34,030	-	-	-	-	-	34,030	
Total Funding Sources	\$ 38,664,051	\$ 34,744,244	\$ 60,841,789	\$ 29,268,201	\$ 14,563,776	\$ 8,227,129	\$ 7,384,262	\$ 6,520,138	\$ 77,359,426	
Capital/Project Expenditures										
113003 Bikeshare	\$ 495,246	\$ 222,885	\$ 718,131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 718,131	
092003 CCTV	1,157,003	34,583	1,191,586	141,500	50,000	75,000	50,000	50,000	1,558,086	
041003 City Hall	2,613,278	5,365,884	7,979,162	6,690,799	5,304,399	-	-	-	19,974,360	
181015 CP Woods Property Acquisition & Redevelopment	256,253	23,641	279,894	900,000	150,000	150,000	-	-	1,479,894	
181212 Dog Park	-	9,460	9,460	385,000	-	-	-	-	394,460	
053007 Duvall Field Renovation - Phase 2	42,730	41,595	84,325	5,093,775	735,411	-	-	-	5,913,511	
991013 Facilities Capital Reserve	441,802	(26,192)	415,610	25,000	50,000	50,000	50,000	50,000	640,610	
103004 Hollywood Commercial Revitaliz.	209,164	321,252	530,416	2,276,000	250,000	-	-	-	3,056,416	
103002 Hollywood Gateway Park	529,499	772,706	1,302,205	-	-	-	-	-	1,302,205	
011004 Institutional Network/PEG	1,145,581	50,304	1,195,885	284,691	-	-	-	-	1,480,576	
155001 Old Parish House Renovations	178,439	39,794	218,233	35,000	11,300	5,000	5,000	5,000	279,533	
162002 Parking Enforce. Equip. Replace.	111,821	85,582	197,403	164,591	41,046	41,046	41,046	41,046	526,178	
181014 Property Acquisition	10,000	-	10,000	-	-	-	-	-	10,000	
015002 Public Works Facilities Improve.	1,216,330	135,000	1,351,330	100,000	50,000	50,000	50,000	50,000	1,651,330	
Streets & Sidewalks	8,197,505	860,860	9,058,365	1,629,763	2,589,000	2,680,000	1,780,000	820,000	18,557,128	
925061 Vehicle Replacement Program	8,844,895	1,211,228	10,056,123	500,000	550,000	500,000	550,000	500,000	12,656,123	
Departmental Capital total	647,999	457,794	1,105,793	351,000	250,000	200,000	250,000	200,000	2,356,793	
Total Capital Expenditures	\$ 26,097,545	\$ 9,606,376	\$ 35,703,921	\$ 18,577,119	\$ 10,031,156	\$ 3,751,046	\$ 2,776,046	\$ 1,716,046	\$ 72,555,334	

CITY of COLLEGE PARK

Summary of Fiscal Year 2021 Proposed Budget

Budget Ordinance 20-O-07, incorporating the FY2021 Proposed Budgets for the City's General Fund, Capital Projects Fund and Debt Service Fund, has been submitted to the City Council. The revised budget includes changes from the March 28 budget work session, provisions for impacts from the COVID19 pandemic, and other changes recommended by the City Manager. The required public hearings on the proposed budget and the constant yield tax rate are scheduled for May 12, 2020.

The effects of the COVID-19 pandemic on businesses, including local government are unknown. Trying to make projections is challenging. The widespread hits to various revenues and increased expenditures simply cannot be determined. However, with input from various resources, the City has attempted to do so. Revenue projections have been reduced by over \$2 million - in FY2020 (\$922,000 reduction) and FY2021 (\$1,022,000 million). Additional contingency of \$150,000 has been added to the FY2021 budget to bring the total to \$250,000 to provide for possible relief efforts for the pandemic.

The following provides a brief overview of the City of College Park's FY2021 Proposed Budget as revised.

General Fund

The total General Fund proposed budget, as originally presented in March, has been reduced by \$1.85 million, from \$23.32 million, to \$21.47 million, primarily a result of providing for financial effects from the pandemic. This is comprised of \$20,354,000 for departmental expenses, contingency and transfers for capital projects and debt service; and a transfer of \$1,117,000 of fund balance in excess of the 25% retention goal to the CIP. Excluding the excess fund balance transfer, this is a decrease of \$534,000 or 2.6% compared to the FY2020 budget.

Departmental expenditures have been reduced by \$488,000; transfer to the Capital Project Fund has decreased by \$1.1 million; and transfer to the Debt Service Fund has increased \$900,000 to provide for payments on the new 2019 GO Bonds (for City Hall and Duvall Field).

The decreases in proposed departmental expenditures are attributable to a number of expense reductions in FY2021. Many of these reductions were from non-routine costs included in the FY2020 budget (such as a 5-year Strategic Plan; Election costs; Inspection/Permitting Feasibility Study; and electronic files management costs) which are not required in FY2021 and a reduction in healthcare costs for FY2021. Proposed increases in salaries and wages for FY2021 for the most part were offset by the reduction of Tier 2 sick leave payouts that were completed in FY2020.

The General Fund, by City Code, has a retention goal of 25% of the next year's expenditures of unassigned fund balance. Based on current projections the FY2020 unassigned fund balance would increase to 39% of FY2021 proposed expenditures, exceeding the retention goal.

As mentioned above, the FY2021 budget proposes a transfer of the excess of unassigned fund balance in excess of the 25% retention requirement, calculated at \$1.17 million. This number will change when final numbers are known for FY2020, so the proposal recommends waiting to calculate the actual amount of the transfer after the completion of the FY2020 audit. The transfer would not exceed the \$1.17 million in the proposed budget but could be less. The transfer is not proposed to be used for capital in FY2021 but to be available in future years when needed.

Property taxes

General Property Tax is the largest single source of revenue for the City – 50% of total revenue.

The State calculates a “Constant Yield Tax Rate” (“CYTR”) for every taxing authority in Maryland. That CYTR represents the Real Property Tax Rate for the next tax year (FY2021) that will generate the same amount of revenue that was generated during the current tax year (FY2020). Typically, as assessments increase, the CYTR decreases. If the City sets a rate higher than the CYTR, even if it is the same rate as the prior year, it must be advertised with a public hearing.

For FY2021, the City’s CYTR is \$0.3148 per \$100 of assessed value (31.48 cents). The FY2021 proposed budget presents a balanced budget with a tax rate of \$0.325 (32.5 cents), the current property tax rate. Due to large capital projects such as City Hall, Duvall Field, Hollywood Streetscape, College Park Woods community meeting space, Complete Streets and sidewalk development, and a dog park, a decrease in the tax rate to the constant yield rate is not recommended.

Real Property Tax Rates

(Per \$100 of Assessed Value)

Prince George’s County Municipalities

The average tax rate for municipalities in Prince George’s County is 57.46/\$100. The following table shows the current rates of all municipalities in Prince George’s County:

1	Upper Marlboro	0.2400			
2	College Park	0.3250		15	Edmonston
3	Glenarden	0.3579		16	Seat Pleasant
4	Capitol Heights	0.3920		17	University Park
5	Bowie	0.4000		18	Hyattsville
6	Brentwood	0.4150		19	Riverdale Park
7	North Brentwood	0.4400		20	New Carrollton
8	Fairmount Heights	0.4600		21	Laurel
9	Eagle Harbor	0.4727		22	Bladensburg
10	Cheverly	0.5100		23	Morningside
11	Landover Hills	0.5200		24	District Heights
12	Berwyn Heights	0.5300		25	Mt. Rainier
13	Forest Heights	0.5473		26	Greenbelt
14	Cottage City	0.5702		27	Colmar Manor
					0.9784

Staffing

Providing municipal services is a labor-intensive endeavor. Personnel costs are \$11.75 million for FY2021, 64% of departmental expenditures, a 1.6% decrease compared to FY2020.

The decrease is due to the net effect of increases for cost of living adjustments, merit increases, and certain position reclassifications combined with decreases in healthcare costs and payouts for Tier 2 sick leave that were completed in FY2020.

Capital & Debt Service

FY2020 capital expenditure requests total \$18.57 million, with the General Fund providing \$2.05 million of that total and the remainder coming from State funds/grants, developer contributions and other sources.

The largest capital expenditure is for the construction of the new City Hall. In October 2019 the old City Hall was vacated in preparation of demolition. The new City Hall will be built on the existing site. City administrative offices have been temporarily relocated to 8400 Baltimore Ave. until completion of the new building.

The majority of the City's portion of the costs are being financed by sale of the 2019 GO Public Improvement Bonds in October 2019, which provided \$12.5 million for new City Hall and \$5 million for Duvall Field renovations and improvements. The City also has \$5.6 million set aside since 2012 (CIP Project #041003). Some of those funds have been used to purchase the Baltimore Ave. frontage property that will be part of the site and cover other preliminary costs such as relocation, planning and design.

Besides the \$16.37 million 2019 GO Public Improvement Bonds, other City long-term debt includes the 2015 Parking Garage Bond, (balance of \$5.56 million) and a \$300,000 Community Legacy loan. Debt service of \$560,000 on the Garage Bond and \$150,000 for the Community Legacy loan will be paid from available reserves of the Debt Service Fund. The debt service for the 2019 GO Bond of \$900,700 will be funded by a transfer from the General Fund to the Debt Service Fund.

Remaining Budget Calendar (Virtual Meetings)

May 12 – Public Hearings on the Budget & Constant Yield Tax Rate

May 19 – Budget Worksession, if needed

May 26 – Adoption of Budget Ordinance



NOTICE OF PUBLIC HEARING
ORDINANCE [20-O-07](#)
May 12, 2020
7:30 P.M.
Virtual Meeting

The Mayor And Council of the City of College Park will hold a Public Hearing on Ordinance [20-O-07](#) an Ordinance of the Mayor and Council of the City of College Park to Adopt the Fiscal Year 2021 General Fund, Capital Projects Fund and Debt Service Fund Budgets of the City of College Park

A copy of this Ordinance may be obtained from the City Clerk's Office by calling 240-487-3501, or from the City's website: www.collegeparkmd.gov.

This Public Hearing will be held virtually on May 12, 2020. To obtain the meeting link or phone number to join the meeting, please visit the [Mayor and Council Meeting Page by clicking HERE](#). All interested parties will have the opportunity to be heard. Please note, participants will be muted during the meeting except during public comment.

If you are unable to participate in the meeting, you may submit written comment prior to the Public Hearing. In order to be received by the Council as part of the record, the comment must include the specific topic to which it relates and the full name and address of the person submitting the comment. Written comment should be submitted no later than 5:00 p.m. on the day of the hearing to cpmc@collegeparkmd.gov.

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.

Notice of Public Hearing for Ordinance 20-O-07

- Posted to City Bulletin Board - N/A
- Posted to City Website on April 29, 2020
- Posted on Cable Television Channel on April 29, 2020
- Sent to Constant Contact LISTSERV on April 30, 2020
- Published in the May 2020 Municipal Scene

ATTEST:



Janeen S. Miller, City Clerk

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

The City of College Park proposes to increase real property taxes.

1. For the tax year beginning July 1, 2020, the estimated real property assessable base will increase by 3.25%, from \$2,961,583,141 to \$3,057,731,334
2. If the City of College Park maintains the current tax rate of \$0.325 per \$100 of assessment, real property tax revenues will increase by 3.25% resulting in \$312,482 of new real property tax revenues.
3. In order to fully offset the effect of increasing assessments, the real property tax rate should be reduced to \$0.3148, the constant yield tax rate.
4. The City of College Park is considering not reducing its real property tax rate enough to fully offset increasing assessments. The City proposes to adopt a real property tax rate of \$0.325 per \$100 of assessment. This tax rate is 3.25% higher than the constant yield tax rate and will generate \$312,482 in additional property tax revenues.

A public hearing on the proposed real property tax rate increase will be held at 7:30 p.m., on May 12, 2020. Due to the COVID-19 pandemic and following the order of Maryland Gov. Lawrence Hogan, Jr., this will be a virtual meeting. To join the virtual meeting: <https://cityofcollegeparkmd.webex.com/cityofcollegeparkmd/onstage/g.php?MTID=e34ccee793ba72a28a55f5c15f52a3fa3>. To join with audio only: 202-860-2110, enter event number: 796 920 753

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

Participants who join the virtual meeting will be enabled to speak by the meeting chair during the public comment portion of the meeting. Speakers are given three (3) minutes for public comment.

Written comment for the public hearing may be submitted to “cpmc@collegeparkmd.gov”. Written comment should include the agenda item to which it pertains, the full name of the person submitting the comment, and whether they are a City resident. In order to be received as part of the record, the written comment must be submitted by 5 PM on May 12, 2020.

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

Notice of Public Hearing for Proposed Real Property Tax Increase (Constant Yield Tax Rate):

- Posted to City Bulletin Board - N/A
- Posted to City Website on April 29, 2020
- Posted on Cable Television Channel on April 29, 2020
- Published in the May 2020 Municipal Scene
- Published in the Washington Post on April 30, 2020

ATTEST:



Janeen S. Miller, City Clerk

20-G-89

Approval of a Cooperation Agreement for the Community Development Block Grant

CITY OF COLLEGE PARK, MARYLAND
REGULAR COUNCIL AGENDA ITEM



AGENDA ITEM: 20-G-89

Prepared By: Terry Schum, Planning Director **Meeting Date:** May 12, 2020

Presented By: Terry Schum

Consent Agenda: Yes

Originating Department: Planning, Community and Economic Development

Action Requested: Authorize the Mayor to execute a Cooperation Agreement to participate in Prince George's County Entitlement process for CDBG and HOME funds for FY2021 – FY2023.

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

Background/Justification:

The City has been notified of its options under the Department of Housing and Urban Development's Urban County Qualifying Process for FY2021 - FY2023. This process determines the method for distributing funding for the Community Development Block Grant (CDBG) program and HOME Investment Partnership program geared to assisting low-and-moderate income households. The options available include: 1) Continuing to participate in Prince George's County Entitlement program by having the City's population counted as part of the County; 2) Notifying HUD and the County of the City's decision to opt out of the County's Entitlement. 3) Opting to participate in the State Small Cities CDBG & HOME programs.

The City has been successful in the past in securing CDBG funding from the Prince George's County Entitlement program and generally receives an amount equivalent to our per capita contribution. The State Small Cities program is a statewide competition making funding less dependable.

The City currently participates in the County program and will automatically be renewed unless we notify the County otherwise by June 7, 2020. A Cooperation Agreement and Certification Form (attached) must also be executed and returned by this date.

Fiscal Impact:

The City has received millions of dollars of CDBG funding in the past for public improvement projects. Grants provided under this program help to supplement City funding for eligible projects.

Council Options:

1. Authorize the Mayor to execute a Cooperation Agreement with Prince George's County for CDBG and HOME Entitlement funding for FY2021 – FY2023.
2. Opt-out of the County Entitlement program.
3. Direct staff to pursue State Small Cities Entitlement funding.

Staff Recommendation:

#1

Motion:

I move that the Mayor be authorized to execute a Cooperation Agreement on behalf of the City Council for participation in the Prince George's County Urban County Entitlement for CDBG and HOME funding for FY2021 – FY2023.

Attachments:

1. Letter to Mayor
2. HUD Notice
3. Cooperation Agreement
4. Certification Form



Angela D. Alsobrooks
County Executive

PRINCE GEORGE'S COUNTY GOVERNMENT

OFFICE OF THE COUNTY EXECUTIVE

April 17, 2020

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

Dear Mayor Wojahn:

Prince George's County, Maryland ("County"), a body corporate and politic, acting on behalf of the Prince George's County Department of Housing and Community Development ("DHCD"), is in the process of requalifying its entitlement status as an urban county to receive Community Development Block Grant ("CDBG") and HOME Investment Partnerships ("HOME") Program grant funds during Federal Fiscal Years 2021-2023 from the U.S. Department of Housing and Urban Development ("HUD"). It is the County's intent to use the grant funding, in part, to undertake eligible community development and housing activities that will primarily benefit low to moderate income individuals and families residing in Prince George's County. If your municipality desires to assist the County's efforts to administer and/or provide approved activities pursuant to its CDBG, and where applicable HOME and Emergency Solutions Grants (ESG) Programs, your municipality may elect to enter into a Cooperation Agreement with the County that authorizes the County to include the municipality's population with that of the County's incorporated areas to increase the County's annual entitlement.

If your municipality previously entered into a Cooperation Agreement with the County and/or is interested in entering into a new Cooperation Agreement with the County, the County is required to inform you of the following:

A decision to enter into a Cooperation Agreement for the purpose of participating in the County's CDBG and, where applicable, HOME programs would be effective for the three-year period that includes Federal Fiscal Years 2021, 2022, and 2023. Thereafter, participating municipalities may be eligible to receive project-financing assistance through the County's CDBG and, where applicable, HOME program that will begin July 1, 2021 through June 30, 2023.

Furthermore, it is important for you to understand that your decision to include your municipality's population statistics for the purpose of HUD determining the County's urban county entitlement status and appropriating entitlement funds would make your municipality ineligible to apply for entitlement funds, with the possible exception of grant funds awarded

Wayne K. Curry Administration Building • 1301 McCormick Drive, Largo, MD 20774
(301) 952-4131 • www.princegeorgescountymd.gov

through the State's Small Cities CDBG Program, during the applicable Qualification Period. In addition, your municipality's formula allocation under the HOME Program, if any, could only be awarded to the County and your municipality could not otherwise form a HOME consortium with other units of general local government ("UGLG") in the event that the County did not receive a HOME formula allocation during the applicable Qualification Period.

As a designated UGLG, the County is further required to inform you of the options that address your municipality's right to either participate or elect not to participate as a UGLG under the County's urban county status during the Qualification Period are as follows:

1. If your municipality previously entered into a Cooperation Agreement with the County, the Cooperation Agreement will automatically be renewed unless your municipality notifies the County in writing by June 7, 2020 of its intent to terminate the Cooperation Agreement at the end of the current qualification period (June 30, 2021).
2. If your municipality elects to be identified as a new participating UGLG for the County during the Qualification Period, your municipality must execute and return to the County no later than June 7, 2020, two (2) copies each of the enclosed Cooperation Agreement and Certification form. Furthermore, please be advised that the attached Cooperation Agreement must be authorized by your municipal governing body and executed on its behalf by you or another authorized official.

Please return the signed Cooperation Agreement and Certification form to:

Estella Alexander, Director
Department of Housing and Community Development
Attn: A. George, Community Services Manager
9200 Basil Court, Suite 500
Largo, Maryland 20774

3. Your municipality may elect to not participate as one of the County's UGLGs during the Qualification Period. By choosing this option, your municipality must notify HUD and Prince George's County no later than June 19, 2020.

Notification to HUD must be in writing from you or another authorized official, and should be addressed to:

Marvin W. Turner, Director
U.S. Department of Housing and Urban Development
District of Columbia Field Office
820 First Street, NE., Suite 300
Washington, DC 20002
Email: Marvin.Turner@hud.gov

The County must also be informed of your municipality's decision not to participate by providing a copy of the notice sent to HUD to Ms. Estella Alexander at the address provided in option 2 above.

4. Finally, your municipality may elect to only participate for Federal Fiscal Year 2021 or 2022 or 2023. In any case, your municipality must notify HUD and Prince George's County by June 19, 2020 of your municipality's intentions to participate in one or more of three Fiscal Years (2021, 2022 and/or 2023) during the Qualification Period in accordance with the notification procedures outlined in option above.

Under this option, your municipality must return a fully executed Cooperation Agreement, Certification form and evidence of the authorization to enter into the agreement to the County by June 7, 2020 in time for inclusion in the County's package that includes all the Cooperation Agreements and Certification forms to be submitted to HUD. Furthermore, please be advised that HUD will not accept Cooperation Agreements submitted after its deadline.

Failure to elect one of the four (4) options above and to provide the required notice to HUD and the County prior to the specified deadline will be interpreted by the County and HUD as inclusion and participation in the Urban County. Please contact Estella Alexander, Director, Department of Housing and Community Development, at 301-883-5531 if you need further information or additional assistance.

Sincerely,



Angela D. Alsobrooks
County Executive

Enclosures

U.S. Dept. of Housing and Urban Development (HUD) Notice: CPD-20-03 (March 9, 2020)
Cooperation Agreement
Certification of Cooperation Agreement

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (“Agreement”) is entered into by and between the **Town/City of _____** (hereinafter referred to as the **“Municipality”**) and **Prince George’s County, Maryland, a body corporate and politic** (hereinafter referred to as the **“County”**), on behalf of the **Prince George’s County Department of Housing and Community Development** (hereinafter referred to as the **“DHCD”**).

WHEREAS, the Housing and Community Development Act of 1974, as amended, provides entitlement funds for qualified urban counties; and

WHEREAS, the County is required to requalify its entitlement status as an urban county to be eligible to receive funding from the U.S. Department of Housing and Urban Development (“HUD”) to administer its Community Development Block Grant (“CDBG”), HOME Investment Partnerships (“HOME”) and Emergency Solutions Grants (“ESG”) programs during the Federal Fiscal Years (“FYs”) 2021 through 2023 qualification period (“Qualification Period”); and

WHEREAS, the County certifies that it shall continue to follow an approved Housing and Community Development Consolidated Plan as promulgated by HUD pursuant to 24 CFR 570.302 and 24 CFR Part 91 during the Qualification Period; and

WHEREAS, the County is required to enter into Cooperation Agreements with its designated units of general local government (“UGLG”) that desire HUD to include its respective population figures under the County’s urban county status for the purpose of increasing the County’s allocation of entitlement funds during the Qualification Period; and

WHEREAS, the County has identified the Municipality as a UGLG and the Municipality has agreed to allow the County to include its population with that of the County’s unincorporated areas to be considered part of the urban county total population used as a basis for entitlement determinations; and

WHEREAS, the cooperation of the County and the Municipality is essential for the successful planning and implementation of housing assistance and community development activities that shall be included within the County’s Housing and Community Development Annual Action Plan (“Annual Action Plan”); and

WHEREAS, the Municipality understands that the County shall have final responsibility for selecting CDBG, HOME and ESG activities to be assisted with entitlement funds and for filing Annual Action Plans during the Qualification Period with HUD.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the parties agree as follows:

1. The County and the Municipality agree to cooperate to undertake or assist in undertaking, community renewal and low-income housing assistance activities. The Municipality further agrees to cooperate in the use of its powers to assist with the County's efforts to carry out essential activities in accordance with County's CDBG and, where applicable HOME and ESG Programs.
2. The County shall have the final responsibility for selecting CDBG and, where applicable, HOME and ESG activities that will be funded from annual CDBG allocations during the Federal FYs 2021 through 2023 ("Qualification Period") and any program income generated from the expenditure of such funds.
3. The County shall be responsible for submitting the County's Consolidated and Annual Action Plans to HUD for approval.
4. To the extent applicable, the County and the Municipality shall take actions necessary to assure compliance with Prince George's County's urban county certification requirements set forth in Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.
5. The Municipality shall affirmatively further, to the extent applicable, fair housing actions within its jurisdiction, and not impede the County's actions to comply with its fair housing certification.
6. The Municipality has adopted and shall continue to enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within the Municipality's jurisdiction.
7. The Municipality must inform the County of any program income generated by and submitted to the Municipality in accordance with its expenditure and/or sub-award of CDBG funds. Any such program income must be paid to the County unless specifically authorized by the County for use in association with the financial requirements of other projects previously approved by the County. Any program income the Municipality is authorized to retain may only be used for eligible activities in accordance with the terms and conditions of the applicable Sub-recipient Agreement and the applicable CDBG laws and regulations.
8. The Municipality shall not sell, trade or otherwise transfer all or any portion of any grant funds to another unit of general local government ("UGLG"), metropolitan city, urban county, Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations. The Municipality further agrees to use grant funds, if any,

for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

9. The County has the responsibility for monitoring and reporting to HUD on the use of any program income thereby requiring appropriate recordkeeping and reporting as may be needed for this purpose.
10. It is understood that the Municipality pursuant to 24 CFR 570.501(b), is subject to the same requirements applicable to subrecipients. This includes the responsibility for a written agreement (“Sub-recipient Agreement”) as set forth in 24 CFR 570.503, for ensuring that CDBG funds are used in accordance with all program requirements, for determining the adequacy of performance under subrecipient agreements and procurement contracts, and for taking appropriate action when performance problems arise. The use of any designated public agencies, subrecipients, or contractors does not relieve the municipality of this responsibility.
11. The Municipality shall be required to enter into a signed Sub-recipient Agreement with the County before any CDBG funds may be disbursed to the Municipality to undertake approved activities. This Sub-recipient Agreement shall remain in effect during and any time after the Qualification Period during which the Municipality has control over CDBG funds, including program income.
12. In the event of the close out of this Agreement or a change in the status of the Municipality, any program income that is on hand or received subsequent to the close out or change in status shall be paid to the County.
13. For real property acquired or improved in whole or in part using CDBG Funds and within the Municipality’s control, the Municipality shall (A) provide the County with timely notification for any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition; (B) reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for use which does not qualify under the CDBG regulations; and (C) treat as program income the revenue generated from the disposition or transfer of property prior to or subsequent to the close out, change of status or termination of this Agreement between the County and the Municipality.
14. By executing this Agreement, the Municipality understands that it may not apply for grants from appropriations under the State Small Cities CDBG Program for any fiscal year during the Qualification Period in which it is participating in the County’s CDBG program.
15. By executing this Agreement, the Municipality understands that it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation. The Municipality

further understands that it may receive a formula allocation under the HOME Program and/or ESG Program, if any, only through the County.

16. This Agreement between the County and the Municipality shall automatically be renewed for participation in successive three-year Qualification Periods, unless the County or the Municipality provides written notice before the end of the County's Qualification Period that it elects not to participate in a new three-year Qualification Period. By the date specified in HUD's next CPD Notice for Urban County Qualification, the County will notify the Municipality, in writing, of its right not to participate. A copy of the County's notification shall be sent to the HUD Field Office by the date specified in the CPD Notice for Urban County Qualification.

Failure by either party to adopt any amendment to this Agreement, which must incorporate any changes necessary to meet HUD's current requirements for Cooperation Agreement, for a subsequent three-year Qualification Period and to submit the amendment to HUD as provided in the applicable CPD Notice shall void the Municipality's automatic renewal as a participating UGLG under the County's urban status.

17. This Agreement shall remain in effect until the County's CDBG and where applicable, HOME and ESG entitlement funds and program income received with respect to activities undertaken during the Qualification Period and any successive periods, as amended, are expended and the funded activities are completed. It further understood and agreed that neither the County nor the Municipality may terminate or withdraw from this Agreement while this Agreement remains in effect.
18. The recitals set forth above are herein incorporated as operative provisions of this Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties' authorized representatives signed and delivered this Cooperation Agreement on the dates set forth below.

ATTEST:

FOR: _____

(Signature of Witness)

By: _____
(Signature of Authorized Official)

(Title)

(Date)

FOR: Prince George's County, Maryland

By: _____
Angie Rodgers
Deputy Chief Administrative Officer
for Economic Development

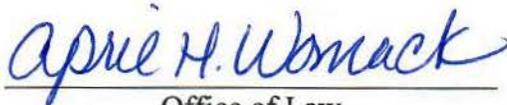
(Date)

Reviewed and Approval Recommended

Estella Alexander, Director
Department of Housing & Community Development

Legal Certification

The undersigned attorney for Prince George's County, Maryland ("County") certifies that the terms and provisions set forth in this Cooperation Agreement ("Agreement") are fully authorized and/or not otherwise prohibited under existing State and local laws and that this Agreement provides full legal authority for the County to undertake or assist in the undertaking essential community development and housing assistance activities that may include, but are not limited to, urban renewal and public assisted housing in cooperation with designated units of general local government ("UGLG").



Office of Law

CERTIFICATION OF COOPERATION AGREEMENT

The attached Cooperation Agreement between **Prince George’s County, Maryland** (“County”), a body corporate and politic, on behalf of the **Prince George’s County Department of Housing and Community Development (“DHCD”)** and the _____ (*Name of Municipality*) was dully considered and approved by majority vote of the _____ (*Name of Municipal Governing Body*) at an official meeting on ___ day of _____, 2020 and the _____ (*Mayor/Authorized Officer*) was duly authorized to execute said Cooperation Agreement on behalf of the Municipality.

For: _____ of _____
(Town/City) *(Municipality Name)*

ATTEST: _____
(Clerk/Authorized Official)(Seal)

Date: _____, 2020

20-G-90

Approval of Minutes

MINUTES
Regular Meeting of the College Park City Council
Tuesday, February 25, 2020
7:30 p.m. – 10:28 p.m.

PRESENT: Mayor Wojahn; Councilmembers Kabir, Kennedy (arrived at 7:50 p.m.), Brennan, Dennis, Day, Rigg (arrived at 7:32 p.m.), Mackie, and Mitchell.

ABSENT: None.

ALSO PRESENT: Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen S. Miller, City Clerk; Suellen Ferguson, City Attorney; Gary Fields, Director of Finance; Bob Ryan, Director of Public Services; Dan Alpert, Student Liaison; Julia Nihinson, Deputy Student Liaison.

Mayor Wojahn opened the Regular Meeting at 7:30 p.m.

ANNOUNCEMENTS:

Councilmember Kabir said the monthly Community Police Meeting will be held at the Youth and Family Services Recreation Room.

Councilmember Dennis announced the Coffee Club tomorrow.

Councilmember Mitchell said this is the last week of “wear red for heart health” month and also announced a meeting about the Kirwan Commission report at the Hyattsville Elementary School.

Councilmember Rigg announced the College Park Scholars In Action Technology event.

PRESENTATIONS: Mayor Wojahn and members of the City’s Education Advisory Committee presented ceremonial checks for public school education grants to Hollywood Elementary School, Paint Branch Elementary School and Greenbelt Middle School.

PROCLAMATIONS: Mayor Wojahn read the proclamation For Women’s Heart Health Month.

AMENDMENTS TO AND APPROVAL OF THE AGENDA:

- Motion by Day/Mitchell to move 20-G-42 to the Consent Agenda. 7-0.
- Motion by Rigg/Brennan to delay the presentation of the Community Survey Results to the March 10 meeting. 7-0.
- Motion to approve agenda as amended Mitchell/Day 8-0 (Councilmember Kennedy arrived).

PUBLIC COMMENT ON CONSENT AGENDA AND NON-AGENDA ITEMS:

Miss College Park 2019, Arcadia Ewell: Ms. Ewell commented on her experiences and her achievements as Miss College Park 2019 and thanked the City Council for their support of the scholarship fund.

Michael Cummins, non-resident, President, Free State Flying Club based at College Park Airport: Tree trimming is routine at most airports so that the flyways are safely maintained. They have thousands of safe flying hours from the College Park Airport.

Stuart Adams, resident: The disk golf course is a unique amenity that many people from around the region utilize. Did the airport consider that when the trees were removed? He suggested the name of the Disk Golf Course be renamed.

Jan Van Zutphen, resident, licensed arborist: Airport tree “trimming” is a misnomer, it should be tree “removal.” Safety is important, but so is proper notification with information on the location, species, health and diameter of each tree slated for removal. In 2014 many trees were topped; why now were so many removed. This project should have been posted on the website for review. He requests the tree work be stopped until the information has been provided. This looks extreme. What is the tree replacement plan?

Terry Roberts, non-resident, pilot: Fully endorses the tree cutting for safety especially when pilots fly in at night. Believes this is reasonable. Trees will be replaced with trees that won’t grow as high.

Kathy Flamm, resident: Spoke in favor of Compassion & Choices which advocates for medical aid in dying. She wants to have the choice as to how her death occurs if she had a terminal illness. Told the story of her friend with a terminal illness who had the benefit of medical aid in dying because he lived in Hawaii.

Robert Landau, non-resident, Compassion & Choices, Marylanders for End-of-Life Options Act: Spoke in support of current state legislation and asked the Council to consider sending a letter of support to our state delegation. He discussed aspects of the bill.

Oscar Gregory, resident: Addressed the slaughter of the forest that surrounds the College Park Airport. Safety is important but this was a complete removal of a significant number of healthy trees. He is also concerned that the highrises going up on US 1 are a safety hazard.

Dave Dorsch, resident: Talked about the award of contract for \$4M for City Hall two weeks ago as Change Order #2. Have we seen the contract? When are we going to get the plans and specs completed and go out to bid? This is big trouble.

Mayor Wojahn explained this didn’t change the cost of the project at all, it was not an increase in the total cost of the contract, it was simply pulling out a portion of the project and paying it up front.

Sue Blasberg, resident: She is surprised more people aren’t here tonight to talk about the trees that came down. It is clear cutting. There is a swath of open space where trees used to be. It needs to stop.

Discussion with Lee Sommer, Manager, College Park Airport, about the current tree trimming project:

City Manager Somers said this is a continuation of the discussion we had two weeks ago and gave an overview. He toured the area over the weekend and showed the pictures he took. Concerns were expressed about the clear cutting in the disk golf course, the removal of trees on the banks of the Paint Branch Stream, and the deep ruts left from the heavy equipment.

City Forester Jon Lea-Cox said he counted over 40 stumps in a small area that had been clear cut. He attended the presentation at the airport two weeks ago where they identified 200 individual trees or clusters of trees that would be removed. He discussed the harm to the tree canopy by the removal of these trees and asked how that can be replaced. The replacement trees they have identified will not withstand the wetland, are in an area with a heavy deer population, and will not reach tree canopy height. Many of the trees that were felled were only four- or five-inch diameter and should have remained. He discussed the erosion that is now likely to occur along the Paint Branch, the impact of the sediment on the stream bed, and the flood hazard in the area. This project should have been done in lockstep with the Maryland Department of the Environment and the US Army Corps of Engineers.

Representing and airport from M-NCPPC: Lee Sommer, Airport Manager; Phil Wilson, Assistant Division Chief, Horticulture and Forestry Division; Laura Connelly, Acting Park Planning Supervisor for the Department of Park & Recreation; Steven Edgin, Assistant Airport Manager: Mr. Sommers reviewed the presentation from two weeks ago. Their commitment is to safety. The tree canopy is more substantial than he realized. He now believes that 440 trees will be removed (150 East side + 290 West side) plus 80 more trees will be trimmed = 520 total trees impacted.

The Mayor and Council expressed shock at the clear cutting and said they don't believe they got the full understanding of the project in the first briefing. They expressed surprise that there was no consideration of the storm water impact of this project. They asked if there would be a change in the number of trees that would need to be removed if there were no nighttime operations at the airport. They said they value the airport but also value the tree canopy. Council expressed concern that the City wasn't informed last fall when the project was first being discussed. They want to see the tree replacement plan and want answers about the impact to the Paint Branch Stream and on Lakeland flooding.

Mr. Sommer said he would make a plan with the disk golf people. The M-NCPPC team said they would work with Brenda Alexander and the Tree and Landscape Board to develop the replacement plan for the fall. They said the sawdust will be cleaned up and that they will install silt fencing

Councilmember Day discussed the lack of communication on this project. He asked M-NCPPC to consider adding a gazebo to the park now that there is a loss of tree cover/shade and asked them to connect the park to the trail. Ms. Connelly said they would need to do an engineering study and said she would take the request back to Park and Planning.

CONSENT AGENDA: A motion was made by Councilmember Rigg and seconded by Councilmember Mitchell to adopt the Consent Agenda, which consisted of:

20-G-34 Approval of FY '20 Community Services Grants to: 1) the Embry Center for Family Life for the B.O.O.S.T program in the amount of \$2,500; 2) Holy Redeemer Catholic Church for the Safe Haven program in the amount of \$2,500; 3) the National Museum of Language for their Summer Camp program in the amount of \$2,500; 4) the College Park Nursery School for \$2,500; and 5) to the Pregnancy Aid Center for the Food Pantry in the amount of \$2,500.

Additionally, approval of a sponsorship in the amount of \$1,000 for College Park Nursery School's Fun Fair.

20-G-35 Approval of EAC Recommendation for public school grant award to Buck Lodge Middle School in the amount of \$2,750 for "Positive Behavior Intervention & Supports Incentive Program."

20-G-36 Adoption of revised Mayor and Council Rules and Procedures, with the exception of Section S (Conduct of Councilmembers), #5 (Disclosure of Communication).

20-G-37 Approval of a letter to PGCPS requesting the relocation of the elementary school bus stop on Cherry Hill Road

20-G-38 Approval of a letter to US Department of State Secretary Pompeo stating that the City of College Park consents to receive refugees (reference Executive Order 13888, "On Enhancing State and Local Involvement in Resettlement")

20-G-39 Approval of a letter in support of HB 130 / SB 319, Vehicle Laws – Move Over Safety Monitoring System – Authorization

20-G-40 Approval of a letter in support of HB 1526 - Transportation Carbon Reduction Fund – Establishment (Transportation Carbon Fund Act)

20-G-41 Approval of minutes from the December 14, 2019 Mayor and Council Orientation; the January 6, 2020 Legislative Dinner; and the January 7, 2020 Worksession

20-G-42 Approval of Section S (Conduct of Councilmembers), #5 (Disclosure of Communication) in Mayor and Council Rules and Procedures.

The motion carried 8-0.

ACTION ITEMS:

20-G-45 Approval of traffic modifications on Calvert Road in connection with the Purple Line closure of Campus Drive.

Mr. Somers said Purple Line construction will cause the closure of Campus Drive at the underpass. WMATA and UMD have requested that busses that usually use Campus Drive be rerouted to the west side of the College Park Metro Station via Calvert Road, which will bring a lot of new traffic to that residential street. The question is how balance the need for noise mitigation from the additional busses with safety. Staff recommends removal of the speed humps, providing better delineation of cross walks, and using flashing speed limit signs. Staff does not recommend removing any stop signs.

Councilmember Rigg reviewed the history. He asked that we also consider lowering the speed limit.

A motion was made by Councilmember Rigg and seconded by Councilmember Day to approve the removal of speed humps on Calvert Road to mitigate noise from anticipated increases in bus traffic due to the temporary closure of Campus Drive for Purple Line construction, and to direct staff to install flashing speed limit signs, and, as appropriate, consider lowering the speed limit, and, as appropriate, install flexi bollards, per the City Engineers recommendation.

Comment from the audience:

Stuart Adams, resident: Recommends putting something physical in the road to delineate the crosswalk.

The motion passed 8-0.

20-O-03 Introduction of Ordinance 20-O-03, An Ordinance Of The Mayor And Council Of The City Of College Park Amending City Code Chapter 11, "Authorities", Chapter 15 "Boards, Commissions And Committees", Chapter 138, "Noise", Chapter 179, "Tree And Landscape Maintenance"; To Discontinue The Cable Television Commission; Set Consistent Terms For All Board, Commission And Committee Members Appointed Under Chapters 15, 138 And 179 And Airport Authority Members Appointed Under Chapter 11; Remove Overly Prescriptive Staff Liaison And Membership Requirements, And Require Annual Work Plans For Mayor And Council Review And Approval, From Certain Advisory Boards.

Ms. Ferguson said this ordinance will codify the recommendations of the Committee on Committees for those committees that were created by ordinance.

A motion was made by Councilmember Kennedy and seconded by Councilmember Kabir to introduce Ordinance 20-O-03.

Mayor Wojahn said the Public Hearing will be held on March 10 at 7:30 p.m. at Davis Hall.

20-CR-01 Introduction of Charter Resolution 20-CR-01, A Charter Resolution Amending Article IV Voting and Elections, Section C4-3, Supervisors of Elections, to amend the appointment date for the Supervisors of Elections

Ms. Ferguson said this will implement the recommendations of the Committee on Committees with respect to the Board of Election Supervisors, which is created in the City Charter, and that the BOES will have a two-year term instead of a three-year term to ensure there isn't a new Supervisor in an election year.

A motion was made by Councilmember Mitchell and seconded by Councilmember Kennedy to introduce 20-CR-01, A Charter Resolution Amending Article IV, Voting and Elections, Section C4-3, Supervisors of Elections, to amend the appointment date for the Supervisors of Elections.

Mayor Wojahn said the Public Hearing will be held on March 24 at 7:30 p.m. at Davis Hall.

ADJOURN: A motion was made by Councilmember Rigg and seconded by Councilmember Day to adjourn the Regular Meeting, and with a vote of 8-0, the meeting was adjourned at 10:28 p.m.

Janeen S. Miller, CMC
City Clerk

Date
Approved

MINUTES
Regular Meeting of the College Park City Council
Tuesday, March 10, 2020
7:30 p.m. – 9:28 p.m.

PRESENT: Mayor Wojahn; Councilmembers Kabir, Kennedy, Brennan, Dennis, Day, Rigg, Mackie, and Mitchell (arrived at 7:42 p.m.).

ABSENT: None.

ALSO PRESENT: Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen S. Miller, City Clerk; Suellen Ferguson, City Attorney; Bob Ryan, Director of Public Services; Jill Clements, Director of Human Resources; Terry Schum, Director of Planning; Ryna Quinones, Communication Coordinator; Dan Alpert, Student Liaison;

Mayor Wojahn opened the Regular Meeting at 7:30 p.m.

ANNOUNCEMENTS:

Councilmember Kabir discussed the Monday night community police meetings that are now being held at the Youth and Family Services recreation room. He announced the North College Park Community Association meeting on Thursday.

Councilmember Kennedy announced a Prince George’s County SPCA event on Saturday.

Councilmember Mackie announced a College Park Woods Pool meeting on March 21.

Councilmember Rigg said the SGA soccer match is delayed.

Councilmember Dennis announced the police Coffee Club meeting at Jason’s Deli and the Lakeland Civic Association meeting on Thursday at the College Park Community Center.

Mayor Wojahn relayed information from the recent update he received on COVID-19 and said we need to rethink community meetings and city events. The Council should discuss changes to their adopted Rules to allow for virtual meetings.

Mr. Alpert gave an update on the University of Maryland’s schedule due to COVID-19: they will extend spring break by a week, then move to on-line classes for two weeks in order to delay the reopening of campus. He also announced that the Diamondback has ended their print edition but will continue on-line.

CITY MANAGER’S REPORT: Mr. Somers reviewed items from the Weekly Bulletin; discussed the Bright Horizons Child Care Center that is opening up on Calvert Road; the Community Senior Recreation Needs Assessment Survey is still open; the status of the Strategic Plan 2020-2025 Community meetings; UMD Summer Camp scholarships. With respect to COVID-19, the City is identifying essential services and said most services can be conducted on-line or by telephone.

PROCLAMATIONS: Mayor Wojahn read the proclamation for Women’s History Month.

AMENDMENTS TO AND APPROVAL OF THE AGENDA:

1. Move 20-G-52 to the Consent Agenda, Day/Mitchell, 8-0.
2. Remove 20-G-53 from the agenda, Day/Mitchell, 8-0.
3. Add a Worksession after tonight's action items to discuss continuity of operations for the Mayor and Council during COVID-19. Rigg/Mitchell 8-0.
4. Remove 20-G-44 from the agenda, Day/Rigg, 8-0.
5. Adopt the agenda as amended, Dennis/Day, 7-0 (Mitchell left the room).

PUBLIC COMMENT ON CONSENT AGENDA AND NON-AGENDA ITEMS:

Jose Cadiz, UMD Office of Community Engagement: They are postponing April's Good Neighbor Day event due to COVID-19. They hope to make it a fall event this year.

PUBLIC HEARING:

A. Public Hearing on 20-O-03, An Ordinance of the Mayor and Council of the City of College Park Amending City Code Chapter 11, "Authorities", Article II, "Airport Authority", By Amending §11-5, "Creation; Members; Compensation; Conflicts of Interest"; Amending Chapter 15 "Boards, Commissions and Committees", By Enacting §15-2, "Terms and Appointment; Repealing and Re-Enacting §15-3, "Membership; Terms"; [§15-34 Powers and Duties](#); §15-35, "Organization"; §15-37, "Staff Liaison" and Deleting Article III, "College Park Cable Television Commission", §§ 15-9 Through 15-17, In Its Entirety and §15-23, "Terms of Office"; and Reserving the Article; Amending Chapter 38, "Ethics, Code of", Article II, "Ethics Commission" By Repealing and Reenacting §38-5, "Establishment", Chapter 138, "Noise", By Repealing and Re-Enacting §138-3, "Noise Control Board"; and Amending Chapter 179, "Tree and Landscape Maintenance", By Repealing and Re-Enacting §179-5, "Tree and Landscape Board"; to Discontinue the Cable Television Commission; Set Consistent Terms for all Board, Commission and Committee Members Appointed Under Chapters 15, 38, 138 and 179 and Airport Authority Members Appointed Under Chapter 11; Remove Overly Prescriptive Staff Liaison and Membership Requirements, and Require Annual Work Plans for Mayor and Council Review and Approval, from certain Boards, Commissions and Committees.

Ms. Miller said this ordinance codifies the changes adopted in 19-R-22 last November as part of the Committee on Committee recommendations for those committees that are in the City Code.

There were no comments from the public on this Ordinance. Mayor Wojahn declared the Public Hearing as having been held.

PRESENTATIONS:

Ms. Quinones gave a presentation on the 2019 Community Survey Results. This is our second statistically valid survey; the first was in 2017. It was mailed to 2,400 random households. 300 came back, which is a 13% return rate. We also received 250 responses to the online open access survey. She reviewed the PowerPoint, which is attached. There is a 6% margin of error.

Mr. Ryan provided an analysis of public safety reality v. perception, based on research done by a consultant to the College Park City-University Partnership. The challenge is to bring the community's perceptions more in line with actual crime stats. In terms of data, the City compares

very favorably with nearby municipalities, but the perception of safety in the City isn't matching up with the statistics.

Mayor Wojahn asked for some analysis of responses broken down by race, gender and age. Ms. Quinones will also analyze the difference in responses between the on-line results and the mailed results.

Councilmember Rigg suggested that the survey results could inform our performance measures.

Councilmember Kabir discussed the questions "a good place to raise children" and "a good place to retire" and suggested we need to find out why residents responded that way. Mayor Wojahn said that those responses should be further defined by the age groups that responded.

Mr. Somers said the timing of the survey results was intentional and will help inform our Strategic Plan community discussions.

CONSENT AGENDA: A motion was made by Councilmember Dennis and seconded by Councilmember Day to adopt the Consent Agenda, which consisted of:

- 20-G-48 Approval of minutes from the January 14, 2020 Regular Meeting**
- 20-G-49 Approval of a letter of support for HB-1394/SB-982 Highway User Revenues – Revenue and Distribution**
- 20-G-50 Approval of a letter to the Clerk of the County Council with written testimony on the Countywide Map Amendment**
- 20-G-51 Approval of a letter of Support/Certificate of Need for Doctor's Hospital Obstetrics Department**
- 20-G-52 Annual Review/Renewal of Insurance Contracts**

The motion carried 8-0.

ACTION ITEMS:

- 20-O-03 Adoption of Ordinance 20-O-03, Ordinance of the Mayor and Council of the City of College Park Amending City Code Chapter 11, "Authorities", Article II, 'Airport Authority', By Amending §11-5, "Creation; Members; Compensation; Conflicts of Interest"; Amending Chapter 15 "Boards, Commissions and Committees", By Enacting §15-2, "Terms and Appointment; Repealing and Re-Enacting §15-3, "Membership; Terms"; §15-34 Powers and Duties; §15-35, "Organization"; §15-37, "Staff Liaison" and Deleting Article III, "College Park Cable Television Commission", §§ 15-9 Through 15-17, In Its Entirety and §15-23, "Terms of Office"; and Reserving the Article; Amending Chapter 38, "Ethics, Code of" , Article II, "Ethics Commission" By Repealing and Reenacting §38-5,**

“Establishment”, Chapter 138, “Noise”, By Repealing and Re-Enacting §138-3, “Noise Control Board”; and Amending Chapter 179, “Tree and Landscape Maintenance”, By Repealing and Re-Enacting §179-5, “Tree and Landscape Board”; to Discontinue the Cable Television Commission; Set Consistent Terms for all Board, Commission and Committee Members Appointed Under Chapters 15, 38, 138 and 179 and Airport Authority Members Appointed Under Chapter 11; Remove Overly Prescriptive Staff Liaison and Membership Requirements, and Require Annual Work Plans for Mayor and Council Review and Approval, from certain Boards, Commissions and Committees

A motion was made by Councilmember Kennedy and seconded by Councilmember Rigg to adopt Ordinance 20-O-03.

Councilmember Kennedy said this continues the work of the Committee on Committees and added that this is a housekeeping item.

Councilmember Day asked how many of the boards that we are changing were notified of this discussion tonight.

Councilmember Kennedy said they were notified in November when Council adopted the Resolution. Mr. Somers said he has been visiting the boards and committees to make them aware, but since this is a housekeeping item, we didn't notify them.

Councilmember Day said he is hearing comments that this action will be a detriment to the committees. He specifically asked about the Noise Board and Education Committee. We should make sure the members know this is being done because some are saying they are no longer “volunteers” but “voluntold.” Councilmember Mitchell has also heard concerns.

Councilmember Kennedy said that passing this ordinance doesn't mean we shouldn't address the concerns that people have. We want our volunteers to feel valued. This is a step in the process; we plan to move forward with a new recruitment and selection process, and then a new orientation process, to get everyone on the same page. This housekeeping item won't stop that.

Councilmember Rigg said the content of this ordinance is technical, to put into place the three-year terms and to clarify some staff liaisons. We should address those other issues, but they aren't before us tonight.

The motion passed 8-0.

20-O-04 Introduction of Ordinance 20-O-04, An Ordinance Of The Mayor And Council Of The City Of College Park To Authorize The Purchase Of A Parcel Of Land For A Public Purpose And The Related Sale Of A Parcel Of Land As It Is No Longer Needed For A City Public Purpose (Sellers Property)

Ms. Ferguson said this is the result of a letter that was sent in 1995 about a land swap between the City and the Sellers, but which was never actually accomplished. The property that the City would receive is adjacent to James Adams Park, and the property that the Sellers would receive is in front

of their property, and is not needed for any City public purpose. It is an in-kind exchange with a quit claim deed.

A motion was made by Councilmember Dennis and seconded by Councilmember Brennan to introduce Ordinance 20-O-04, An Ordinance Of The Mayor And Council Of The City Of College Park To Authorize The Purchase Of A Parcel Of Land For A Public Purpose And The Related Sale Of A Parcel Of Land As It Is No Longer Needed For A City Public Purpose (Sellers Property)

Mayor Wojahn announced that the Public Hearing will be held on March 24, 7:30 p.m. at Davis Hall, 9217 51st Avenue.

WORKSESSION DISCUSSION: Continuity of Operations for the Mayor and Council during COVID-19.

Mayor Wojahn said this discussion is to allow the Mayor and Council to continue to function as a legislative body if some or all of the Mayor and Council are quarantined.

Discussion of these considerations:

- Trigger - when would this be invoked?
- What are the technology requirements?
- Broadcast capabilities and ability to receive public comment.
- Review the COOP plan.
- How narrow or broad should it be? Just the COVID-19 situation, or more?
- People who are able to participate in person should do so.
- Goal is to maintain our ability to function.
- Consider what the Maryland Open Meetings Act allows.
- Audio only or video as well?
- Determination that this would be a change to the Mayor and Council Rules and Procedures, and not a Charter or Code change.

Staff will draft a provision for the Rules and Procedures for Council consideration next week.

ADJOURN: A motion was made by Councilmember Brennan and seconded by Councilmember Kennedy to adjourn the Regular Meeting, and with a vote of 8-0, the meeting was adjourned at 9:28 p.m.

Janeen S. Miller, CMC
City Clerk

Date
Approved

20-G-96

Reappointments
to College Park City
University Partnership



Eric Olson
Executive Director
eolson@collegeparkpartnership.org
240-416-3184

Valerie Woodall
Senior Program Associate
vwoodall@collegeparkpartnership.org
845-649-2477

Sarah Barreca
Assistant Program Associate
sbarreca@collegeparkpartnership.org
443-254-2977

Monday, April 27, 2020

Mayor Patrick Wojahn and City Council
City of College Park
8400 Baltimore Avenue Suite 375
College Park, MD 20740

Dear Mayor Patrick Wojahn and Council Members:

This letter is sent on behalf of the Board of Directors of the College Park City-University Partnership who, on April 15, 2020, voted to request your re-appointment of current Class B and C Directors whose terms are expiring. Specifically, the Board is requesting the following re-appointments:

Class B	Expiration of Term
Patrick Wojahn	6/30/2023
Stephen Brayman	6/30/2023

Class C	Expiration of Term
David Iannucci	6/30/2023

These appointments require Mayor and Council action, and our bylaws state that each member (City and University) act on nominations within 30 days of receipt.

Thank you for your continued support and partnership.

Sincerely,

Eric Olson
Executive Director
College Park City University Partnership

CC Carlo Colella, UMD VP: Administration and Finance
Janeen Miller, City Clerk
Scott Somers, City Manager

20-G-92

Reappointment
to the College Park
Housing Authority

- Reappoint Arelis Perez to the College Park Housing Authority, for a term to expire on May 1, 2025.

Housing Authority of the City of College Park			
Bob Catlin 05/13/14		Mayor	05/01/24
James McFadden 10/09/18		Mayor	05/01/23
Theresa Keeler 09/17/19		Mayor	05/01/24
Arelis Perez 04/10/18		Mayor	05/01/20
Elizabeth Lynn 04/07/20	Attick Towers resident	Mayor	(Interim) 05/01/22
<p>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.</p>			

20-G-91

Recommend Approval, with
Conditions, for “The
Standard” Student Housing
Project on Hartwick Road

CITY OF COLLEGE PARK, MARYLAND
REGULAR COUNCIL AGENDA ITEM

AGENDA ITEM 20-G-91



Prepared By: Miriam Bader,
Senior Planner

Meeting Date: May 12, 2020

Presented By: Miriam Bader
Terry Schum, Planning Director

Proposed Consent Agenda: No

Originating Department: Planning, Community and Economic Development

Action Requested: Approval of Preliminary Plan of Subdivision (PP) 4-19047 for The Standard with Conditions

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

Background/Justification/Recommendation:

The Applicant (Landmark Properties) is requesting Preliminary Plan of Subdivision (PP) review to develop property located at 4321 Hartwick Road, 450 feet east of the intersection of Guilford Drive and Hartwick Road. The purpose of the subdivision is to create a legal parcel containing 1.845 acres for the development of a mixed-use building containing 282 dwelling units/951 beds for student housing and 6,671 square feet of retail space. The subject site currently contains approximately 12,119 square feet of office space and surface parking. A variation to waive the Public Utility Easement requirements is also requested. The Planning Board is scheduled to hear the application on May 14th.

Since the Work Session on May 5th, City staff has consulted with the Applicant and revised the proposed conditions of approval. Changes include: further defining the public use dedication/easement for the new road; deleting the requirement for a traffic signal warrant study; adding conditions to address stormwater management and permits that may be required for wetlands and wetland buffers and stream impacts. A memo from the Applicant is expected to justify their request for NGBS Bronze rather than LEED Silver certification. It will be forwarded as soon as it is received by staff.

Fiscal Impact:

There is no immediate fiscal impact of this subdivision application on the City, however, it allows for more intensive development of the site which will generate a positive fiscal impact once constructed.

Council Options:

1. Recommend approval of PP 4-19047 with conditions per City staff recommendations.
2. Recommend approval with different conditions.
3. Recommend disapproval.

Staff Recommendation:

#1

Motion:

I move to recommend approval of PP 4-19047 with conditions consistent with the City staff recommendations dated May 8, 2020.

Attachments:

1. Revised Conditions dated 5-8-20.
2. Preliminary Plan of Subdivision Submittal Link:
https://www.dropbox.com/sh/t1yi5lp48x4r5at/AAApMvfbKBU41aka_ZHkkTa?dl=0
3. M-NCPPC Technical Staff Report Link: www.pgplanning.org/Planning Board/Agendas.htm

Revised Conditions (May 8, 2020)

City staff recommends approval of Preliminary Plan 4-19047 and the associated PUE variation request with the following conditions:

1. Prior to Final Plat of Subdivision:
 - a. Show right-of-way dedication or a combination of dedication and public use ~~access~~ easements to the City of College Park to accommodate a 24-foot roadway (curb to curb), a minimum 5-foot-wide sidewalk, and a landscape strip to the extent practicable along the eastern site boundary (a total minimum of 13 feet).
 - b. Provide a public use easement to the City of College Park or M-NCPPC or both to allow public access to the proposed Guilford Pocket Park.
 - c. Provide a public use easement to the City of College Park for a sidewalk along the western boundary of the site, if approved as part of the Detailed Site Plan.
2. Prior to issuance of any demolition or grading permit, the applicant and the applicant's heirs, successors, and/or assignees shall submit to the Historic Preservation Section a completed Maryland Inventory of Historic Property (MIHP) form for the standing structure located at 4321 Hartwick Road. The building shall be documented by a 36 CFR qualified architectural historian and the submitted documentation shall include a chain of title, floor plans, and representative interior and exterior photos of the buildings and grounds with a copy provided to the City of College Park.
3. Total development within the subject property shall be limited to uses that would generate no more than 172 AM and 209 PM peak-hour vehicle trips. Any development generating an impact greater than that identified herein above shall require a new PPS, with a new determination of the adequacy of transportation facilities.
4. ~~Prior to the approval of the first building permit within the subject property, the applicant shall submit an acceptable traffic signal warrant study to the Maryland State Highway Administration (SHA) for signalization at the intersection of US 1 and Hartwick Road, if required. The applicant should utilize a new 12-hour count and should analyze signal warrants under total future traffic as well as existing traffic at the direction of SHA. If a signal or other traffic control improvements are deemed warranted at that time, the applicant shall bond the signal with SHA prior to the release of any building permits within the subject property and install it at a time directed by SHA~~
5. Prior to approval of the first building permit for the subject property, the applicant and the applicant's heirs, successors, and/or assignees shall demonstrate that the following adequate pedestrian and bikeway facilities, as

designated below, in accordance with Section 24-124.01 of the Subdivision Regulations (“Required Off-Site Facilities”), have (a) full financial assurances, (b) been permitted for construction through the applicable operating agency’s access permit process, and (c) an agreed-upon timetable for construction and completion with the appropriate agency:

- a. 475 linear feet of six-foot-wide sidewalk along the north side of Hartwick Road across from the subject site.
6. Prior to detailed site plan approval, the applicant shall provide an exhibit that illustrates the location, limits, specifications, and details of the Required Off-Site Facilities necessary to meet pedestrian and bicyclist adequacy, consistent with Section 24-124.01(f) and provide a copy to the City of College Park for review and approval.
 - ~~7. Prior to detailed site plan approval, the Applicant shall give consideration to the following:
 - a. ~~Provide a sidewalk along the western boundary of the site to connect between Hartwick Road and Guilford Road.~~~~
 8. Ensure conformance with an approved stormwater management concept plan and provide the approval date on the final plat.
 9. Provide the City of College Park with a copy of any permit application for impact to wetlands, wetland buffers, streams or waters of the U.S. and any associated approval conditions and mitigation plans.
 10. Prior to Planning Board approval of the Detailed Site Plan, execute a Declaration of Covenants Agreement with the City that includes, at a minimum, the following provisions:
 - a. PILOT to City if the property is sold to a non-profit or UMD.
 - b. Unitary management and condominium conversion requirements.
 - c. Acknowledgement of responsibility for maintenance of pedestrian light fixtures, landscaping, and sidewalks.
 - d. Public access easements to the City of College Park for the pocket park and any sidewalk not in City right-of-way.
 - e. Provision of a public art feature, which can be matched by City funds (up to \$15,000).
 - ~~f. NGBS Bronze certification.~~

20-R-12

Revitalization Tax Credit for
the College Park Metro
Apartments (The Atworth)



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

AGENDA ITEM: 20-R-12

Prepared By: Terry Schum, Planning Director

Meeting Date: May 12, 2020

Presented By: Scott Somers, City Manager

Consent Agenda: No

Originating Department: Department of Planning, Community & Economic Development

Action Requested: Approval of a Resolution granting a City Revitalization Tax Credit to the Gilbane Development Company for College Park Metro Apartments (The Atworth)

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

Background/Justification:

On July 10, 2017, City staff received an application and supporting documentation (see Attachment 2) from the Gilbane Development Company for a property tax credit under the City's Revitalization Tax Credit Program for the proposed College Park Metro Apartments (The Atworth) located adjacent to the Metro. The tax credit program was established under Ordinance No. 12-O-10 to provide financial incentives to encourage economic development and redevelopment through a five-year tax credit on the increased valuation of the property after redevelopment.

Subsequently, the Preliminary Plan of Subdivision and Detailed Site Plan were supported by the City and approved by the Prince George's County Planning Board with conditions. The City Council declined to approve the requested City Revitalization Tax Credit because the Applicant declined to execute a Declaration of Covenants with the City that included a payment in lieu of taxes (PILOT) provision if the property were sold to a tax-exempt entity in the future.

The applicant has now agreed to execute a Declaration of Covenants with the City that includes this provision (attached) and has requested approval of their application for a City tax credit. The application was previously reviewed and determined to meet the eligibility requirements and criteria for approval (see attached documentation).

Fiscal Impact:

The maximum tax credit is an amount equal to 75% of the increased assessment of City tax imposed in the first year, 60% in the second year, 45% in the third year, 30% in the fourth year, and 15% in the fifth year.

Currently, the properties are assessed at a value of \$4,126,700 and are estimated to increase to \$100,100,000 at completion of the project. The total increased assessment would be \$95,937,300, which given the City's current real property tax rate of \$.325 per \$100 results in a future annual tax bill of \$311,796. The following represents the corresponding 5-year tax credit.

Year 1 Credit at 75%:	\$233,847
Year 2 Credit at 60%:	\$187,078
Year 3 Credit at 45%:	\$140,308
Year 4 Credit at 30%:	\$ 93,539
Year 5 Credit at 15%:	\$ 46,769
Estimated Total Credit:	\$701,542

Council Options:

1. Approve Resolution 20-R-12 for a City Revitalization Tax Credit.
2. Approve alternate terms for a City Revitalization Tax Credit.
3. Do not approve a City Revitalization Tax Credit.

Staff Recommendation:

Staff has determined that this application meets the criteria for a City Revitalization Tax Credit and makes no further recommendation under program guidelines.

Motion:

I move that 20-R-12 approving a City Revitalization Tax Credit to the Gilbane Development Company for The Atworth mixed-use development project be approved.

Attachments:

1. Resolution
2. Gilbane Development Company Application
3. Review of Eligibility Requirements
4. Review of Eligibility Criteria

**RESOLUTION OF THE MAYOR AND COUNCIL
OF THE CITY OF COLLEGE PARK TO APPROVE A REVITALIZATION TAX
CREDIT FOR THE REAL PROPERTY LOCATED AT 7201 RIVER ROAD FOR A
PERIOD OF FIVE YEARS BEGINNING IN THE FIRST FISCAL YEAR AFTER
COMPLETION**

WHEREAS, the State of Maryland, pursuant to 9-318(g) of the Tax-Property Article, Annotated Code of Maryland, has authorized the establishment of revitalization districts by resolution for the purpose of encouraging redevelopment; and

WHEREAS, Section 9-318(g) of the Tax-Property Article, Annotated Code of Maryland, also authorizes the City to grant a property tax credit against the City's real property tax for a property located within the revitalization district that is constructed or substantially redeveloped in conformance with adopted eligibility criteria and reassessed as a result of the construction or redevelopment at a higher value than that assessed prior to the construction or redevelopment; and

WHEREAS, the Mayor and Council determined that it was in the public interest to provide for the establishment of revitalization tax districts, to set the criteria for designation of such districts and to authorize the granting of a property tax credit against the City's real property tax for properties within a revitalization district and to adopt eligibility criteria for granting the credit and as a result adopted Chapter 175, "Taxation", Article V "Revitalization Tax Credit" of the City Code; and

WHEREAS, Gilbane Development Company, as developer and ground lessee of the property located at 7201 River Road, College Park, MD, has applied for a revitalization tax credit; and

WHEREAS, the detailed site plan (“DSP”) for the Property was filed and accepted by the Maryland-National Capital Park and Planning Commission (“M-NCPPC”) subsequent to application for the tax credit; and

WHEREAS, the Property is located in Tax Credit District One, and so must meet four out of ten eligibility requirements; and

WHEREAS, the Property meets four out of ten of the eligibility requirements; and

WHEREAS, the Property will be reassessed at a higher value as a result of the redevelopment; and

NOW THEREFORE BE IT RESOLVED, that a five year Revitalization Tax Credit for the real property located at 7201 River Road beginning in the fiscal year following completion, to be reimbursed to Gilbane Development Company after proof of payment of the City taxes reflected on the County tax bill in each fiscal year, is approved as authorized in §175-11 of the City Code, subject to its agreement to and signing the City’s standard Declaration of Covenants for payment in lieu of taxes. Reimbursement of the Revitalization Tax Credit is subject to the conditions stated herein. No reimbursement of the real property taxes will occur prior to the receipt of such evidence.

ADOPTED by the Mayor and City Council of the City of College Park, Maryland at a public regular meeting on the 12th day of June, 2020.

EFFECTIVE the 12th day of June, 2020.

WITNESS:

THE CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

Patrick L. Wojahn, Mayor

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

Suellen M. Ferguson, City Attorney

DECLARATION OF COVENANTS AND AGREEMENT
REGARDING LAND USE

THIS DECLARATION OF COVENANTS AND AGREEMENT REGARDING LAND USE (“Agreement”), is effective the _____ day of _____, 2020 by and between between GD CP Metro, LLC, a Delaware corporation (“Gilbane”) for itself and its successors and assigns, and the CITY OF COLLEGE PARK (the “City”), a municipal corporation of the State of Maryland.

WHEREAS, Gilbane will be the ground lessee of the property located at 7201 River Road, College Park, MD 20740, on the west side of River Road, immediately south of the College Park Metro Station, approximately 530 feet south of the intersection of River Road and Campus Drive being also referenced as Parcel 193 on Tax Map 42 (the “Property”), which is owned by the Washington Metropolitan Area Transit Authority (“WMATA”).

WHEREAS, Gilbane has proposed the construction of 451 market-rate rental units and 5,000 square feet of retail on the Property (the “Project”); and

WHEREAS, Gilbane has asked the City to recommend approval of Expedited Transit Overlay District Detailed Site Plan No. DSP-17007 (“DSP”) for the Project to the Prince George’s County Planning Board (“Planning Board”); and

WHEREAS, the City has agreed to make said recommendations conditioned upon and in consideration of certain conditions, some of which are included as conditions of the DSP, and the others are included in this Declaration of Covenants and other agreements with the City; and

WHEREAS, Gilbane for itself and its successors and assigns has agreed to the provisions of this Declaration of Covenants, which covenants are intended to run with the ground lease and may be specifically enforced by the City.

NOW, THEREFORE, in consideration of the \$1.00 and other consideration, the receipt and sufficiency of which is hereby acknowledged, GILBANE hereby declares and agrees on behalf of itself, its successors and assigns, that the Ground Lease for the Property shall be held, transferred, sold, leased, rented, hypothecated, encumbered, conveyed or otherwise occupied subject to the following covenants, conditions, restrictions, limitations and obligations which shall run with and bind the Ground Lease for the Property or any part thereof and shall inure to the benefit and be specifically enforceable by the City, its successors and assigns as follows:

1. The recitals set forth above as well as the foregoing “NOW, THEREFORE,” are incorporated herein as operative provisions of this Agreement.

2. A Memorandum of Ground Lease with respect to the ground lease between GILBANE and WMATA for the Property will be recorded among the Land Records of Prince George’s County at Liber _____, folio _____. GILBANE will notify the City promptly through its City Attorney of the date of recordation and the liber and folio number. Once the it has been so notified or otherwise learns of the liber and folio number for the recordation of the Memorandum of Ground Lease, the City is hereby authorized to insert the said Liber and folio number for the Ground Lease into this Agreement, and to record or re-record this Agreement as appropriate.

3. In the event that the Property is developed and subsequently sold to any non-taxable entity, so that the Property is no longer subject to real property taxes, the entity(ies) purchasing the Property or any part thereof, and each of them (or any successors or assigns), shall be liable to make an annual payment in perpetuity to the City, in an amount each year equal to the annual City real property taxes that would be payable on the Property and any improvements for that tax year, based on assessed value, it being the intent of the parties that the

City not be deprived of this income regardless of the tax status of any owner. The obligation contained in this paragraph shall run with the land. Anything to the contrary notwithstanding, the obligation of GILBANE and its successors and assigns, set forth in this paragraph, shall terminate upon the sale of the Property to an arms-length third party purchaser at any time, provided the Properties are subject to City real property taxes immediately following such sale. Further, the requirement set forth herein shall not apply in the event the entire Property is obtained by any non-taxable entity via the process of right-of-way dedication, eminent domain, condemnation or in the event that the ground lease is terminated or foreclosed by the Washington Metropolitan Area Transit Authority (“Land Owner”). If only a portion of the Property is acquired by a non-taxable entity by right-of-way dedication, eminent domain or condemnation the amount payable to the City under this paragraph shall be reduced proportionately by the ratio that the assessed value of the portion of the Property dedicated or conveyed bears to the assessed value of the Property as a whole. GILBANE shall notify the City in writing upon the closing of any sale to a third-party purchaser, or upon receipt of legal process instituting any action of eminent domain, termination, foreclosure or condemnation.

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

5. This Agreement shall be effective immediately as to GILBANE and shall be binding on its heirs, successors and assigns subject to the terms and conditions hereof.

6. The City and GILBANE shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements

imposed upon the City, Property, and/or GILBANE, pursuant to the provisions of this Agreement. The parties agree that if the City or GILBANE should breach the terms of this Agreement, and such breach is not cured within thirty (30) days following written notice from either party detailing the nature of the breach, the aggrieved party would not have an adequate remedy at law and would be entitled to bring an action in equity for specific performance of the terms of this Agreement. The non-prevailing party in any action brought in a court of competent jurisdiction to enforce a provision of this Agreement and/or for violation of any provision of this Agreement shall reimburse the prevailing party for all reasonable costs of the proceeding including reasonable attorneys' fees.

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

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

9. All notices given hereunder shall be in writing and shall be hand delivered, sent by United States Postal Service, as certified mail, return receipt requested, postage prepaid, or sent by recognized overnight courier service, addressed as set forth below. Any notice will be deemed to have been delivered at the time the same is actually received (or if receipt is refused, when first attempted). Notices may be delivered to such other address or addresses as either GILBANE or the City may from time to time designate to the other by notice in writing.

- a. If to GILBANE:
Robert Gilbane
Gilbane Development Company
1100 North Glebe Road, Suite 1000
Arlington, VA 22201

With a copy to:

Gilbane Development Company
General Counsel
7 Jackson Walkway
Providence, RI 02903

b. If to the City:

City Manager
City of College Park
8400 Baltimore Avenue
Suite 375
College Park, Maryland 20740

10. This Agreement may not be amended or modified except in writing executed by all parties hereto, and no waiver of any provision or consent hereunder shall be effective unless executed in writing by the waiving or consenting party. The provisions of this Agreement shall be deemed severable, so that if any provision hereof is declared invalid, all other provisions of this Agreement shall continue in full force and effect.

11. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland without regard to its conflict of laws provisions.

12. This Agreement shall be effective immediately as to GILBANE and the City, and shall be binding on their heirs, successors and assigns, subject to the terms and conditions hereof.

13. These obligations are subject to and contingent upon final approval of the aforesaid DSP (with such approval being beyond appeal). This Agreement shall be automatically considered null and void without further action in the event that the DSP is not approved. In the event the condition in the foregoing sentence is not satisfied then this Agreement shall automatically terminate and be of no further force or effect and neither party to this Agreement shall have any further obligation to the other with respect to this Agreement.

14. This Property shall be held, conveyed, encumbered, sold, leased, rented, used, and/or occupied subject to the terms and provisions of this Agreement, provided the Property is developed pursuant to the approvals set forth in the DSP, which shall run with the ground lease. Each person accepting a deed, lease or other instrument conveying any interest in the Property shall be bound by the terms of this Agreement whether or not the same is incorporated or referred to in such deed, lease or instrument and this Agreement is hereby incorporated by reference in any deed or other conveyance of all or any portion of each person's interest in any real property subject hereto.

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

16. The City shall generally support revisions of the PPS and DSP for so long as they are found by the City to be in substantial conformance with the development plans for the Property previously shown to and endorsed by the City, upon the satisfaction of the conditions precedent thereto in the PPS and DSP and this Agreement and related declarations and agreements.

[Signatures on the following pages.]

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

WITNESS/ATTEST:

GILBANE DEVELOPMENT COMPANY

Name:

By: _____

STATE OF)

) ss:

COUNTY)

I HEREBY CERTIFY that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public in the State and County aforesaid that _____ personally appeared before me in said jurisdiction, who, being by me first duly sworn, acknowledged said instrument to be the act and deed thereof, and that by virtue of the authority conferred upon him as Senior Vice President of Gilbane Development Company executed and delivered the same as such for the purposes therein contained by signing in my presence.

WITNESS my hand and official seal.

Notary Public

Name: _____

My Commission Expires:

Notary Registration No.:

WITNESS/ATTEST:

CITY OF COLLEGE PARK

By: _____
Janeen S. Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

STATE OF MARYLAND)

) ss:

COUNTY OF)

I HEREBY CERTIFY that on this ____ day of _____, 2020, before me, the subscriber, a Notary Public in the State and County aforesaid, personally appeared Scott Somers, who acknowledged himself to be the City Manager of the City of College Park, and that he, as such City Manager, being authorized so to do, executed the foregoing Agreement for the purposes therein contained by signing, in my presence, the name of said City of College Park, by himself, as City Manager.

WITNESS my hand and notarial seal.

_____(SEAL)

Notary Public

My Commission Expires:_____

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

Suellen M. Ferguson

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

Suellen M. Ferguson, Esq.
Council, Baradel, Kosmerl & Nolan, P.A.
125 West Street, 4th Floor
Annapolis, MD 21404-2289



City of College Park
240-487-3500
www.collegeparkmd.gov

City Hall
4500 Knox Road
College Park, MD 20740-3390

City Manager
240-487-3501

City Clerk
240-487-3501

Finance
240-487-3509

Human Resources
240-487-3533

Parking Enforcement
240-487-3520

Planning
240-487-3538

Youth & Family Services
4912 Nantucket Road
College Park, MD 20740-1458

240-487-3550

Seniors Program
301-345-8100

Public Services
4601-A Calvert Road
College Park, MD 20740-3421

Code Enforcement
240-487-3570

Public Works
9217 51st Avenue
College Park, MD 20740-1947

240-487-3590

May 1, 2018

Thomas H. Haller
Gibbs and Haller
1300 Caraway Court, Suite 102
Largo, MD 20774

Dear Mr. Haller

Thank you for reaching out to us. We are very excited about the project Gilbane Development Company has proposed on the WMATA site. We are saddened to hear that the project fails to produce returns necessary to attract debt and equity capital. This past October Gilbane submitted an application for our RTC program and has shown that they are eligible to receive the tax credits should they meet 4 of the 10 criteria outlined in the program guidelines.

Gilbane has stated that they will meet the following criteria with their project: 1. The project is located within a 1/2-mile radius of an existing or under construction rail station for Washington Metropolitan Area Transit Authority, Maryland Area Regional Commuter, Maryland Transit Administration, or similar agency. 2. The project will complete, or commit funds for, substantial infrastructure improvements such as a new or relocated traffic signal, a public street, a public park, a public parking garage, undergrounding of utilities, or a bikeshare station. 3. The project meets the minimum green building guidelines as established by the US Green Building Council's LEED Silver certification for the project's appropriate rating system. A LEED scorecard must be submitted with the detailed site plan application or building permit and evidence of certification must be submitted at the time of final application for the tax credit. 4. The project involves the demolition of an existing non-historic structure, which has been vacant at least one year.

Our Revitalization Tax Credit (RTC) program is currently the highest level of incentive that the City Council is authorized to offer. However, should you wish to meet with City Staff and/or the Mayor to discuss your financial situation in more detail, we would be happy to oblige.

Sincerely,

Scott Somers
City Manager
City of College Park

ATTACHMENT 3: Review of Eligibility Requirements

In order for a project to be eligible for the Program, it must meet basic eligibility requirements as set by Section 175-9 of the Ordinance. The table below lists these requirements, details on how they were addressed, and whether the Project met them.

	Eligibility Requirement	Details	Met
A	Eligible improvements include new construction, reconstruction, or rehabilitation of residential (excluding Single Family detached), commercial, hospitality, or mixed-use properties.	The project is new construction 431-unit mixed use apartment complex. The site currently contains a surface parking lot for the College Park Metro Station.	<i>Yes</i>
B	The applicant must be in good standing with the City's Public Services and Finance Departments. In order to be in good standing, applicants may not have any outstanding code violations or be delinquent on any payments	Per the City of College Park's Public Services and Finance Departments, the Applicant and Project are in good standing with the City at this time.	<i>Yes</i>
C	Projects are ineligible for this program if they are located within a tax increment financing district at the time of application.	There is no established tax increment financing district at this time that includes the Project.	<i>Yes</i>
D	Eligibility is contingent upon City Council approval of the project's detailed site plan, if applicable, or building permit if no detailed site plan is required. In the event the City Council approves the detailed site plan with conditions or any agreement between the applicant and the City, all recommended conditions or terms of agreement must be complied with before any tax credit will take effect.	The City Council will choose whether to recommend the Project's detailed site plan (DSP-17007) on June 11, 2019. Planning Board will then evaluate the detailed site plan on June 13, 2019.	<i>No</i>
E	Projects that are under construction, completed, or have an approved detailed site plan or building permit prior to the adoption of this program are not eligible for the tax credit.	The project has submitted a detailed site plan but it has not been approved yet.	<i>Yes</i>

ATTACHMENT 4: Review of Eligibility Criteria

The Project is located in Tax Credit District One and therefore is required to meet a minimum four out of ten eligibility criteria identified in Section 175-10. The table below lists these criteria, details on how they were addressed, and whether the Project met them.

	Eligibility Criteria	Details	Met
A	The project is located within a ½-mile radius of an existing or under construction rail station for Washington Metropolitan Area Transit Authority, Maryland Area Regional Commuter, Maryland Transit Administration, or similar agency.	The Project is adjacent to the College Park Metro Station.	<i>Yes</i>
B	The project involves the assemblage of lots or parcels owned by different parties.	The Project will be developed solely on WMATA property.	<i>No</i>
C	The project involves the buyout of leases to facilitate redevelopment.	The project did not involve the direct buy out of leases to facilitate redevelopment.	<i>No</i>
D	The project will complete, or commit funds for, substantial infrastructure improvements such as a new or relocated traffic signal, a public street, a public park, a public parking garage, undergrounding of utilities, or a bikeshare station.	The Project committed funds for several infrastructure improvements, including the landscaping and hardscaping of the Brooks Parcel Public Plaza.	<i>Yes</i>
E	The project meets the minimum green building guidelines as established by the US Green Building Council's LEED Silver certification for the project's appropriate rating system.	The project as shown in the detailed site plan will meet the minimum green building guidelines.	<i>Yes</i>
F	The project is located within one of the walkable development nodes designated in the approved Central US 1 Corridor Sector Plan.	The Project is not located within Character Area 5a: Walkable Nodes, as designated by the Central US 1 Corridor Sector Plan.	<i>No</i>
G	The project involves the demolition of an existing non-historic structure, which has been vacant at least one year.	The development site area currently contains a parking lot, which is defined as a structure by the County zoning ordinance. WMATA held a public meeting in March 2017 in which they made the public aware that the parking lot was being taken offline for both the Purple Line project and our project.	<i>Yes</i>
H	The project is a brownfield development, which means real property where expansion or redevelopment is complicated by the presence or potential presence of environmental contamination, and requires an environmental cleanup prior to redevelopment.	The project was not complicated by the presence of environmental contamination.	<i>No</i>
I	The project has secured at least one locally-owned, non-franchise business as evidenced by executed lease agreements at the time of final application for the tax credit.	The project has roughly 12,000 sf of retail space. Some of that space is being marketed to locally owned businesses. This is still in the preliminary stages.	<i>Possible</i>
J	The project provides space for a business incubator, community center, art gallery, or similar public-benefit use.	The Project did not provide space for one of the public-benefit uses listed, or a similar use.	<i>No</i>



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Code Enforcement
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9217 51st Avenue
College Park, MD 20740-1947

240-487-3590

May 1, 2018

Thomas H. Haller
Gibbs and Haller
1300 Caraway Court, Suite 102
Largo, MD 20774

Dear Mr. Haller

Thank you for reaching out to us. We are very excited about the project Gilbane Development Company has proposed on the WMATA site. We are saddened to hear that the project fails to produce returns necessary to attract debt and equity capital. This past October Gilbane submitted an application for our RTC program and has shown that they are eligible to receive the tax credits should they meet 4 of the 10 criteria outlined in the program guidelines.

Gilbane has stated that they will meet the following criteria with their project: 1. The project is located within a 1/2-mile radius of an existing or under construction rail station for Washington Metropolitan Area Transit Authority, Maryland Area Regional Commuter, Maryland Transit Administration, or similar agency. 2. The project will complete, or commit funds for, substantial infrastructure improvements such as a new or relocated traffic signal, a public street, a public park, a public parking garage, undergrounding of utilities, or a bikeshare station. 3. The project meets the minimum green building guidelines as established by the US Green Building Council's LEED Silver certification for the project's appropriate rating system. A LEED scorecard must be submitted with the detailed site plan application or building permit and evidence of certification must be submitted at the time of final application for the tax credit. 4. The project involves the demolition of an existing non-historic structure, which has been vacant at least one year.

Our Revitalization Tax Credit (RTC) program is currently the highest level of incentive that the City Council is authorized to offer. However, should you wish to meet with City Staff and/or the Mayor to discuss your financial situation in more detail, we would be happy to oblige.

Sincerely,

Scott Somers
City Manager
City of College Park

College Park Metro Apartments
Revitalization Tax Credit Calculation

Per Tax Assessment Notice from PGC (10/24/2017):				City Prop Tax
	<u>Land</u>	<u>Buildings</u>	<u>Total</u>	<u>0.325</u>
Current Market Value	\$ 4,162,700	\$ -	\$ 4,162,700	\$ 13,529
Market Value of New Construction		100,100,000	<u>100,100,000</u>	<u>325,325</u>
Increased assessment attributed to the taxable improvements			<u>\$ 95,937,300</u>	<u>\$ 311,796</u> <u>311,796</u>

<u>Year:</u>	<u>Increased Tax</u>	<u>Revitalization Tax Credit</u>		<u>Net Prop. Tax Revenue</u>	<u>Base Tax Revenue</u>	<u>New Tax Revenue</u>
		<u>%</u>	<u>\$</u>			
1	\$ 311,796	75%	\$ (233,847)	\$ 77,949	\$ 13,529	\$ 64,420
2	311,796	60%	(187,078)	124,718	13,529	111,190
3	311,796	45%	(140,308)	171,488	13,529	157,959
4	311,796	30%	(93,539)	218,257	13,529	204,729
5	311,796	15%	<u>(46,769)</u>	<u>265,027</u>	<u>13,529</u>	<u>251,498</u>
Total			<u>\$ (701,542)</u>	<u>\$ 857,440</u>	<u>\$ 67,644</u>	<u>\$ 789,796</u>

20-G-93

Approval of Certain COVID-19 Related Relief Efforts

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

AGENDA ITEM 20-G-93



Prepared By: Bill Gardiner
Assistant City Manager

Meeting Date: May 12, 2020

Presented By: Scott Somers
Assistant City Manager

Consent Agenda: No

Originating Department: City Manager's Office

Action Requested: Approval of the following COVID-19-related relief efforts: 1) Waiver of business license renewal fees through the end of FY21; 2) Suspend commercial sign and banner code enforcement; and 3) Encourage landlords to delay or forego rental payments from their tenants if financially feasible.

Strategic Plan Goal: Goal 3: High Quality Development and Reinvestment and
Goal 5: Effective Leadership

Background/Justification:

In response to the challenges created by COVID-19, the City Council has authorized emergency funding for Meals-On-Wheels and the College Park Food Bank and has discussed economic assistance measures designed to assist local businesses. During the May 5, 2020 Worksession Council supported moving forward immediately on certain actions and created an informal workgroup to provide recommendations to Council on other potential programs. The City has already implemented free parking in the City garage and at meters. The City website has a business resource section and listing of open College Park businesses.

Council is requested to authorize the following actions:

1. Waiver of business license renewal fees through the end of FY21.
The business would still be required to have a City permit but the fee would be waived. City business licenses, called "Non-Residential Occupancy Permits" are due throughout the year. The City issues approximately 464 commercial permits at \$124 per unit with an approximate annual revenue of \$57,000; and 1,468 hotel/motel permits at \$41 per unit with an approximate annual revenue of \$60,000.
2. Suspend commercial sign and banner code enforcement.
Not all businesses are open, and those that are open need more visibility to attract customers. Temporary signs or banners outside establishments can help.
3. Encourage landlords to delay or forego rental payments from their tenants if financially feasible.
A draft letter from the Mayor to landlords is attached.

The following items may be brought back to Council after additional analysis:

- Delay payment of City business personal property taxes
- Identify existing Federal, State, and County business incentive programs where City assistance could be beneficial by filling a gap.
- Modify Business Assistance and Façade improvement Program to enable more businesses to access the program and address current business needs

Fiscal Impact:

The impact for FY 21 of the actions identified above would be approximately \$120,000 for the fee waiver.

The FY 21 Budget Ordinance proposed to increase annual contingency by \$150,000, bringing the total amount in FY 21 to \$250,000 which may be used for economic assistance programming.

As discussed during the April 28, 2020 Council meeting, the FY 20 budget is expecting approximately \$1 million less in revenue than anticipated and approximately \$1 million less in FY 21 than originally anticipated.

Council Options:

1. Direct staff to proceed with implementation of specific actions identified above.
2. Direct staff to provide additional information about specific actions above.
3. Direct staff to provide additional information regarding other actions to assist businesses.
4. Take no action at this time.

Staff Recommendation:

#1

Recommended Motions:

I move that Council authorizes the following actions: waive the Non-residential Occupancy Permit fee through the end of FY 21; suspend commercial sign and banner code enforcement; and encourage landlords to delay or forego rental payments from their tenants if financially feasible.

Attachments:

Draft letter from the Mayor to Landlords



CITY OF COLLEGE PARK

OFFICE OF THE MAYOR & CITY COUNCIL

8400 BALTIMORE AVENUE SUITE 375 COLLEGE PARK MD 20740 | COLLEGEPAKMD.GOV

MAYOR

Patrick L. Wojahn

pwojahn@collegetparkmd.gov

240.988.7763

DISTRICT 1

Fazlul Kabir

fkabir@collegetparkmd.gov

301.659.6295

Kate Kennedy

kkennedy@collegetparkmd.gov

202.400.1501

DISTRICT 2

P.J. Brennan

pbrennan@collegetparkmd.gov

202.288.5569

Monroe S. Dennis

mdennis@collegetparkmd.gov

301.474.6270

DISTRICT 3

Robert W. Day

rday@collegetparkmd.gov

301.741.1962

John B. Rigg

jrigger@collegetparkmd.gov

443.646.3503

DISTRICT 4

Maria E. Mackie

mmackie@collegetparkmd.gov

240.472.0681

Denise Mitchell

dmitchell@collegetparkmd.gov

301.852.8126

May 12, 2020

Dear XXXXXX:

The COVID-19 pandemic has caused terrible suffering in our City and across the world. Many of our businesses are temporarily closed and many of our residents have been laid off. With students taking classes remotely, our local retail sector has been hit particularly hard. Retail and residential tenants are struggling to pay bills.

The City Council and staff are working hard to provide services and support the needs of residents and businesses. We have provided additional funds for food assistance and have waived business license fees for FY 21. We are examining how the City can fill gaps in federal, state, and local programs to better meet the needs of our businesses. I welcome your suggestions on how we can assist.

Given the hardship many businesses and residents are suffering, I respectfully request that you consider delaying or foregoing rent payments from your tenants if financially feasible.

Thank you for your consideration of this request. Please feel free to contact Scott Somers, City Manager at ssomers@collegetparkmd.gov or (240) 487-3501 or me at pwojahn@collegetparkmd.gov with any questions or suggestions.

The City of College Park will rebound from this crisis quicker and better when we all work together. I appreciate your investment and commitment to the City.

Sincerely,

Patrick L. Wojahn
Mayor

20-G-94

Award of Contract
for RFP-CP-20-03

CITY OF COLLEGE PARK, MARYLAND
REGULAR COUNCIL MEETING

Agenda Item 20-G-94



Prepared By: R.W. Ryan
Public Services Director

Meeting Date: 05/12/2020

Presented By: R.W. Ryan
Public Services Director

Proposed Consent: No

Originating Department: Public Services

Action Requested: Approval of the award of a contract with the Institute for Building Technology and Safety (IBTS) to conduct a study to determine the feasibility of the City assuming the responsibility for building construction permits and inspections.

Strategic Plan Goal: Goal 6: Excellent Services

Background/Justification:

The City Council authorized funds in FY20, Program 2012-520.30-15, in the amount of \$50,000 for a study to determine the feasibility of the City assuming responsibility for building construction permits and inspections.

A request for proposals (RFP CP-20-03), was prepared by staff, and was issued February 10, 2020. In response to the RFP, two proposals were received.

The Institute for Building Technology and Safety (IBTS) submitted a proposal to conduct the study for \$51,720.00.

The Matrix Consulting Group submitted a proposal to conduct the study for \$93,000.00

City staff reviewed both proposals and recommends approval of a contract with IBTS.

The scope of work advertised was to conduct a feasibility study to provide a thorough cost-benefit analysis of the City's options to provide building plan review, permit issuance, licensing, and inspection services. The goals for the study are to 1) improve services to residents, developers, builders, and contractors performing work in the City of College Park (and neighboring jurisdictions, if any, who elect to contract with the City for said services), 2) reduce timeframes associated with these services, 3) increase efficiency and work flow and reduce redundant services, 4) standardize review of applications for permits, and 5) avoid repeated reviews that result in multiple revisions of plans and unnecessary expense. The scope of work shall include an Analysis Phase and a Report Phase.

Included in the study are identification of steps necessary for the City to assume responsibility for these functions from the Prince George's County Department of Permitting, Inspections and Enforcement (DPIE).

The selected consultant shall recommend the most efficient and cost-effective method of providing these services within the City (and neighboring jurisdictions, if any, who elect to contract with the City for said services).

Fiscal Impact:

An award of a contract for \$51,720.00. Source of funds would be approved FY20 consulting funds of \$50,000.00 and use of FY20 unencumbered funds of \$1,720.00.

Council Options:

- #1: Approve an award of contract as recommended by staff
- #2: Approve award of contact to another consultant
- #3: Not approve an award of contract and refrain from the study.

Staff Recommendation:

#1

Recommended Motion:

I move to award a contract, in substantially the form as attached, subject to approval by the City Attorney, in an amount not to exceed \$51,720.00 to IBTS to conduct a study to determine the feasibility of the City assuming the responsibility for building construction permits and inspections, and to authorize the City Manager to sign the contract.

Attachment(s):

1. RFP-CP-20-03
2. Proposal from IBTS
3. Draft Contract/Consultant's Agreement

CITY OF COLLEGE PARK, MARYLAND

Request for Proposals

*Feasibility Study for Establishing a City Department of Building
Code, Permitting and Enforcement*

RFP CP-20-03

Proposal Documents

Issued by:

City of College Park
Department of Public Services
8400 Baltimore Avenue, Suite 375
College Park, MD 20740
Telephone: 240-487-3570
FAX: 301-864-7965

RFP Issue Date: Monday, February 10, 2020
Pre-Bid Meeting: Monday, February 24, 2020 at 11:00 a.m.
Proposal Due Date: Monday, March 9, 2020 at 2:00 p.m.

CITY OF COLLEGE PARK, MARYLAND
Request for Proposals
City Building Code Permitting and Enforcement Department
Feasibility Study

RFP CP-20-03

The City of College Park, Maryland, requests sealed submissions from qualified and experienced professionals to perform a feasibility study with respect to establishing a City Building Code, Permitting and Enforcement department separate and distinct from the Prince George’s County Department of Permitting Inspections and Enforcement.

Bid proposals must be submitted, in full compliance with the specific requirements specified in the Bid Documents, in a sealed envelope addressed to the Director of Finance, City of College Park, Maryland, marked **Consulting Services – Building Code, Permitting and Enforcement Feasibility Study, RFP CP-20-03**, and delivered to the Finance Department, City of College Park, 8400 Baltimore Avenue, Suite 375, College Park, Maryland 20740, no later than **Monday, March 9, 2020 at 2:00 p.m.**, at which time the sealed bids will be opened and read publicly. No bid bond is required to be submitted with this proposal.

A pre-proposal meeting for interested proposers will be held on Monday, February 24 **at 11:00 a.m.** at the College Park City Offices, 8400 Baltimore Avenue, Suite 375, College Park, Maryland. While attendance at the pre-proposal meeting is not mandatory, this is the potential proposer’s opportunity to raise questions or issues of concern regarding the services required by the City. All questions must be submitted to the contact person on or before February 24, 2020. Responses will be made in writing and will be posted on the City website and sent by email to any known proposers

Copies of the Bid Documents may be obtained from the Finance Department, 8400 Baltimore Avenue, Suite 375 College Park, Maryland 20740, Monday-Friday 8:00 a.m.-5:00 p.m. (telephone 240-487-3509) at no cost. The City may distribute copies of this Request for Proposals to firms that have requested copies and to other firms. Distribution to such firms does not imply pre-qualification of such firms.

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

The City reserves the right to reject any and all proposals based on the best interests of the City. The contact persons for this contract are Scott Somers, City Manager and Robert W. Ryan, Director of Public Services, telephone 240-487-3570; FAX 301-864-7965; e-mail: ssomers@collegetparkmd.gov; bryan@collegetparkmd.gov.

CITY OF COLLEGE PARK, MARYLAND
Request for Proposals
City Building Code Permitting and Enforcement Department
Feasibility Study

RFP CP-20-03

BACKGROUND

The City of College Park (“City”) is located in the northwest portion of Prince George’s County, Maryland (“County”). The City encompasses approximately five square miles with an estimated population of 32,000. The University of Maryland College Park campus is located within the corporate limits of the City but is not subject to Prince George’s County regulations. Exclusive of University of Maryland facilities, City housing stock consists of approximately 4,500 single-family units and approximately 5,000 multi-family units. An additional 1,000 units of housing development is approved or planned. There is 2.6 million square feet of commercial space and approximately 1,000 businesses accounting for 33, 000 jobs. There are two public elementary schools and four private schools located within the City limits.

The City is governed by an elected Mayor and eight Council members. A new City Hall is under construction. The planning for the new City Hall includes space for a building permit department.

The City is part of the Maryland-Washington Regional District. The Maryland-National Capital Park and Planning Commission (“M-NCPPC”), the Prince George’s County Planning Board (“Planning Board”), and the Prince George’s County Council (“County Council”) have jurisdiction over planning, subdivision and zoning for the Regional District, including the City, under Division II, Maryland-National Capital Park and Planning Commission, Titles 14-27, Land Use Article, Annotated Code of Maryland. The City exercises certain limited zoning powers under §§25-301 and 303 of the Land Use Article. The City also enforces the County Zoning Ordinance within its boundaries through an agreement with the County, as authorized by §22-119 of the Land Use Article.

The County is authorized under §20-513, Building Permits, of the Land Use Article to adopt a building code. For this law to apply in a municipality, it must be adopted as a local law. The County has adopted a Building Code that applies to the municipalities in its area of the Regional District and requires a building permit for all structures. The County, through the Department of Permits, Inspections and Enforcement (“DPIE”), reviews and issues building permits for properties in the City, after consulting with M-NCPPC and determining that County Zoning Ordinance requirements have been met. DPIE has building code inspectors on staff and inspects for building code compliance prior to close-out of a permit and issuance of a use and occupancy permit, if required. The County utilizes an optional peer review system and requires third party inspections for large projects.

The City issues building permits under the Chapter 87, Building Code, in the City Code. This is authorized by §5-211, Local Government Article, Annotated Code of Maryland. Chapter 87 adopts the County's Building Code by reference, with amendments, so that the two codes are consistent. The City's Public Services Department receives applications and issues permits after review by the Planning, Community and Economic Development Department for compliance with the Prince George's County Zoning Ordinance and the City's Civil Engineer. Public Services staff enforces permit violations and for failure to obtain a permit. The City does not have any structural engineer on staff.

Under §20-513(e), a municipality may request to be exempted from the application of a County building code adopted as a local law, and as a result, avoid the dual building permit system, as follows:

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

The City wishes to explore requesting an exemption from the County building permit requirements and to be allowed to operate its own full-service permit and construction inspections office. This would also require being able to coordinate with M-NCPPC. To do so, it must demonstrate that its building code and enforcement are "as adequate and equally effective" as the local County system. This RFP requests a feasibility study to determine the costs and benefits of the City developing a building code and enforcement agency as adequate and equally effective as the County's.

OVERVIEW OF REQUEST FOR PROPOSALS

The City requests sealed proposals from qualified and experienced consulting professionals for the preparation and delivery of a feasibility study and report which fully analyzes the County and the City's current system for building permit review and inspections and the potential capacity of the City to operate a City Building Code, Permitting and Enforcement Department, to determine if the City Department would be as adequate and equally effective as the County's and to make recommendations ("Project"). The Project will consist of a preliminary analysis phase and a final report phase.

SCOPE OF WORK

The City requests a feasibility analysis of the transfer of sole authority for building plan review, permit issuance, licensing and inspection services from Prince George's County Department of Permitting, Inspections and Enforcement (DPIE) to the City of College Park. This analysis does not include the transfer of planning and zoning authority from the M-NCPPC to the City. It is understood that any transfer of responsibilities would continue to include coordination with

M-NCPPC and the Planning Board for zoning review and approval. Elements of this analysis shall include, but not be limited to, the following:

The selected consultant will provide a thorough cost-benefit analysis of the City's options for providing these services. The goals for the study are to 1) improve services to residents, developers, builders, and contractors performing work in the City of College Park (and neighboring jurisdictions who elect to contract with the City for said services), 2) reduce timeframes associated with these services, 3) increase efficiency and work flow and reduce redundant services, 4) standardize review of applications for permits, and 5) avoid repeated reviews that result in multiple revisions of plans and unnecessary expense. The selected consultant shall recommend the most efficient and effective method of providing these services within the City (and neighboring jurisdictions who elect to contract with the City for said services). The scope of work shall include:

Analysis Phase

1. A review and description of existing services provided by the City and Prince George's County DPIE. Meet with the City Manager, Engineer, Directors of Planning, Community and Economic Development, and Public Services, and the City Attorney to fully understand the current system and gain information for alternatives. Meet with County and/or M-NCPPC representatives as deemed advisable, and other municipalities, such as Laurel, that operate their own building departments.
2. Identification of strengths and weaknesses of current County processes pertaining to work within municipalities.
3. Review of liabilities associated with the transfer of authority and the steps required to minimize risk to the City.
4. Identify annual revenue from building permits from the last 10 years at minimum (to reflect both more and less active times for development in the City), that the City would have received had building permits been issued only by the City, and the revenue the City would have received had building permits been solely issued by the City; and compare to annual expenditures the City would have expended for providing and performing the County equivalent of building code permitting and inspection services.
5. Identify and work with focus groups, including users, to identify strengths and weaknesses of current process and potential improvements

Report Phase

6. Propose options for consideration by the City and include an assessment of costs and benefits and organizational plans associated with each option. Options may include the provision of full or limited services and the use of City staff vs. contractors and third-party inspection. Take into consideration the required coordination with M-NCPPC and the Planning Board.
7. Propose an implementation plan and timeline for each recommended option.
8. Propose a schedule of City fees for permit application, review and inspection services. Compare to County fees.
9. An implementation plan and timeline for each recommended option.

10. Proposed optional organizational plans, with cost-benefit analysis for providing these City services
11. Attend a meeting with the Mayor and Council as requested.
12. Identification of strengths and weaknesses of current County processes.
13. Review of legal issues and liability associated with the transfer of authority and the steps required to remove any legal impediments.
14. Identify annual revenue from building permits from the last ten (10) years the City would have received had building permits been solely issued by the City and compare to annual expenditures the City would have expended for providing and performing the County equivalent of building code permitting and inspection services.
15. Propose options for consideration by the City and include an assessment of costs and benefits associated with each option. Options may include the provision of full or limited services and the use of City staff vs. contractors and third-party inspection. Take into consideration the required coordination with M-NCPPC and the Planning Board.
16. Propose a schedule of fees for service, permit, and inspection to sustain the optional levels of services. Compare to County fees.
17. An implementation plan and timeline for each recommended option.
18. Proposed organizational charts to correspond with each option.

Proposer's Recommendations

Proposers are encouraged to recommend additional areas of inquiry in conducting the Feasibility Study.

Final Report

Upon completion of the study, proposer will produce a final report, and present a final report to the Mayor and Council at a public meeting if requested. The final report shall include as appendices all information, including, but not limited to, research and surveys upon which the proposer has relied.

Progress Reports

The proposer shall keep the Contact Person(s) informed on a regular basis (no less frequently than every 2 weeks) as to their progress in completing the study.

PROPOSAL SUBMISSION REQUIREMENTS

Proposal submissions will consist of a signed original and three copies stating the name, address, telephone number, FAX number and e-mail address of the person/firm making the submittal. Submittals should be enclosed in a sealed envelope, addressed to the Director of Finance, City of College Park, marked **Consulting Services –Building Code and Enforcement Feasibility Study, RFP CP-20-03**, and delivered to the Finance Department, City of College Park, 8400 Baltimore Avenue, Suite 375, College Park, Maryland 20740, no later than **Monday, March at 2:00 p.m.**, at which time the sealed bids will be opened and read publicly. No bid bond is required to be submitted with this proposal.

Proposals will become the sole property of the City of College Park. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Sections of the submitted proposal marked “Confidential” will be respected as such by the City to the extent allowed by law.

Submission of a proposal indicates acceptance by the proposer of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the engagement agreement between the City and the firm selected.

It is the obligation of the proposer to be aware of all factors relevant to the study which include, but are not limited to, the following:

1. Physical characteristics and conditions in the City
2. Demographic characteristics of the City
3. Planning growth projections for the City for the short- and long-term future.

Proposals must provide the following information:

1. A Statement of Understanding of the Requested Work
2. A completed “Information Regarding the Proposer” form.
3. All required Affidavits
4. Examples of relevant work
5. The identity of all personnel who will be engaged in the contract work with resumes provided
5. Total cost of the study and the schedule and amount of payment for each component of the study and hourly rates for all personnel
6. Timetable for the number of days to complete the study and present the results

REVIEW OF QUALIFICATIONS AND EVALUATION CRITERIA

City staff will review all submissions for responsiveness to this RFP. Individuals, firms or teams will be given consideration. The review will consider the experience of the proposer, the

experience of the individuals proposed to work on the project, responsiveness to the request for proposals, work on similar projects, project references and fee structure. The City may request additional information from proposers.

The City reserves the right to waive technicalities or irregularities in proposals and to reject any and all proposals or any part thereof. The City also reserves the right to award the contract to the proposer that the City, in its sole discretion, determines to best serve the public interest in the furtherance of its objectives.

SELECTION PROCESS

The City will review all submitted proposals and may request a verbal presentation from one or more selected proposers. Following proposal review, a staff recommendation will be made to Mayor and Council for contract award.

Following contract award and prior to commencement of work, an engagement agreement will be executed between the parties in a form substantially like the Sample Consultant Agreement attached and acceptable to the City Attorney. The engagement agreement will incorporate this Request for Proposals and the submitted proposal by reference. If the Consultant fails to sign and return the Agreement within 10 days of award, the City may consider the Agreement as rejected, and move to award the bid to another competent proposer.

OTHER REQUIREMENTS AND INFORMATION

A. Indemnification

The submitter shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from all suits, actions and damages or costs of every kind and description arising directly or indirectly out of the performance of this contract, including attorneys' fees, whether caused by negligent or willful actions or omissions on the part of the submitter, its agents, servants, subcontractors or employees, or for other causes.

B. Insurance

Selected Consultant will purchase from insurance companies authorized to do business in Maryland and maintain during the entire term of this Contract, comprehensive general liability insurance, automobile liability insurance, professional errors and omissions insurance and workers' compensation insurance with limits of not less than those set forth below. On each policy, Selected Consultant will name the City as an additional insured, with the exception of the workers compensation insurance and errors and omissions insurance, and will provide an additional insured endorsement.

- i. Comprehensive General Liability Insurance: Combined single-limit liability insurance with a limit of \$1,000,000.00 each occurrence/aggregate. All

insurance shall include completed operations and contractual liability coverage. Selected Consultant shall obtain builder's risk insurance in an amount appropriate to cover potential losses.

- ii. Automobile Liability Coverage: Automobile insurance with a combined limit of \$1,000,000.00 for each occurrence/ aggregate.
- iii. Professional Errors and Omissions Insurance. The Selected Consultant shall maintain a policy with limits of not less than \$1,000,000.00 each occurrence/aggregate
- iv. Workers' Compensation Insurance: Selected Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Selected Consultant shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of \$500,000.00. All corporations are required to provide Workers' Compensation Certificates of Insurance.

Selected Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Selected Consultant on behalf of the City under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City within ten (10) days following the execution of this contract and prior to commencement of any work. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

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

The Selected Consultant shall also furnish to the City a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the City.



Institute for Building Technology and Safety
45207 Research Place | Ashburn, VA 20147

ORIGINAL



Consulting Services – Building Code, Permitting and Enforcement Feasibility Study

RFP CP-20-03

March 9, 2020

Point of Contact:
Chris Miller
cmiller@ibts.org
678.576.7352

This proposal includes data that shall not be disclosed outside the Client and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of – or in connection with – the submission of this data, the Client shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Client’s right to use information contained in this data if it is obtained from another source without restriction. This data subject to this restriction are contained in *Sections 1.2, 1.3, and 6* of this proposal volume.



March 9, 2020

Mr. Gary Fields, Director of Finance
Finance Department
City of College Park
8400 Baltimore Avenue, Suite 375
College Park, MD 20740

RE: Consulting Services – Building Code, Permitting and Enforcement Feasibility Study
RFP CP-20-03

Dear Mr. Fields:

The Institute for Building Technology and Safety (IBTS) is pleased to provide its response for Consulting Services – Building Code, Permitting and Enforcement Feasibility Study, RFP CP-20-03.

The City of College Park is exploring the option of creating its own building permit and construction inspections office separate from Prince George's County. IBTS is the ideal partner for the City to undertake this study based on our unique combination of consulting and implementation related to local governance. Our research and analysis perspectives are informed by our depth of knowledge gained from providing municipal services in communities across the country. IBTS can offer College Park insight from our building department and municipal services subject matter experts, which will allow the City to make an informed decision regarding the creation of its own building permit and construction inspections office.

IBTS has a 40-year record of performance helping local governments achieve their vision. Our nonprofit mission is focused on optimizing local government performance and lessening the burdens of local government leadership to ensure the focus remains on serving constituent-stakeholders and advancing the "big picture" elements of policy leadership in the community.

We will be happy to answer any questions or provide additional information, if needed. I can be reached at 703.851.4187 or cfennell@ibts.org. If I am unavailable, please contact Chris Miller at 678.576.7352 or cmiller@ibts.org.

Sincerely,

Christopher J. Fennell
Chief Development Officer

Company Name

Institute for Building Technology and Safety (IBTS)

Office Location:

45207 Research Place
Ashburn, VA 20147
(P): 703.481.2000
(F): 703.437.6432

Contact Person

Christopher Fennell
Chief Development Officer
Phone: 703.851.4187
Email: cfennell@ibts.org

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1.0 Statement of Understanding of the Requested Work

College Park is seeking a consultant to provide a thorough cost-benefit and feasibility study of the City's options for providing building code and enforcement services. Although these services are currently provided by the County, College Park recognizes the potential benefit to have its own Building Code Permitting and Enforcement Department.

As partner to local governments for over 40 years, IBTS understands the value of providing services locally and has experience serving cities like College Park in a cost-effective manner. We currently serve nearly 200 clients in various aspects of community development. We support communities in the permitting process and the development of their comprehensive plans. We review thousands of building plans each year to validate compliance with community vision, execute thousands of inspections annually to guarantee a safe, secure living environment, and manage code enforcement operations to ensure that our client communities' quality of life remains uncompromised.

Our approach will leverage our corporate experience serving local governments to create a set of recommendations tailored for College Park. As part of the study, IBTS commits to provide recommendations and an action plan addressing the City's primary goals:

- Improve services to residents, developers, builders, and contractors
- Reduce permit approval timeframes
- Increase efficiency and work flow and reduce redundant services
- Standardize review of applications for permits
- Avoid repeated reviews which result in multiple revisions of plans and unnecessary expense for the customer

1.1 Firm Information

IBTS is a leader in community development services, working with local governments to provide services across the country. Our organization is headquartered in Ashburn, Virginia, with offices in 11 regional locations, including an office near Baltimore, Maryland. Our staff currently provides building department services in multiple communities in the Baltimore Washington Metropolitan area including working in Prince George's County via the Third-Party Inspection Program (TPIP). To assist College Park, IBTS will draw on our expertise in building department and local government services, lessons learned from similar prior engagements, and our market research and analysis skills

IBTS was built for local government, by local government. We are guided by a Board of Directors consisting of key local government organizations: Council of State Governments (CSG), International City/County Management Association (ICMA), National Association of Counties (NACo), National Governors Association (NGA), and National League of Cities (NLC). Our Board provides IBTS with guidance and insight into the challenges and priorities facing local governments across the country. Our nonprofit structure ensures that mission

BuildingInsight, LLC is IBTS's wholly-owned market research and marketing firm. We assist clients by leveraging our expertise and tools to help local, state, and federal governments understand their citizen's needs; understand market dynamics to overcome economic and financial barriers; investigate barriers to innovation; and assess program design, implementation, effectiveness. Our team goes beyond the cookie-cutter approach to understand client needs to provide custom, data-driven solutions to even the most complex challenges.

and citizen satisfaction are at the core of everything we do. We place our mission of public service above all else.

IBTS Principals and Their Experience and Qualifications

IBTS has three principals: Chief Executive Officer, President, and Chief Development Officer.

Ashok Goswami, **Chief Executive Officer/Co-founder**, has more than 40 years' experience managing projects related to municipal governance including building inspections and plan reviews, quality control, and training. He has broad experience in program administration and development of policies and strategies for complex projects involving many levels of governments. He oversees the operation of IBTS, including its subsidiaries, with a staff of over 200 personnel located in various states.

Shyam Choudhary, **President/Co-founder**, has over 40 years of experience in overseeing delivery of quality services to federal, state, and local governments. As a civil engineer with an MBA, Mr. Choudhary started in code compliance, quality assurance, regulatory compliance, and performance monitoring on a national housing program. Under his leadership, IBTS has become a respected and preferred nonprofit service provider to communities and government agencies nationwide. Mr. Choudhary's strategy has been to expand IBTS capabilities to meet all needs of a local community in serving its citizens and managing built environment, engineering, and compliance issues.

Christopher J. Fennell, **Chief Development Officer**, has more than 35 years of domestic and international marketing, market research, engineering, construction, and management consulting experience. He has a 25-year relationship with IBTS as an employee and consultant in support of energy programs, strategic planning, and business development.

Mr. Fennell established and led BuildingInsight LLC, a full-service market research and strategy consulting firm primarily serving the built environment. BuildingInsight is now an IBTS subsidiary.

He has an extensive background in production homebuilding and development in Prince George's County gained as Engineering Manager for Winchester Homes and Operations Manager for Ryland Homes. He spent nearly nine years at the National Association of Home Builders (NAHB) Research Center as Vice-President of Marketing and Division Director for Energy as well as Economics & Policy Analysis programs.

Corporate Headquarters Address:
45207 Research Place, Ashburn, VA 20147

Contact Information:
Chris Miller
cmiller@ibts.org
678.576.7352

1.2 Project Approach

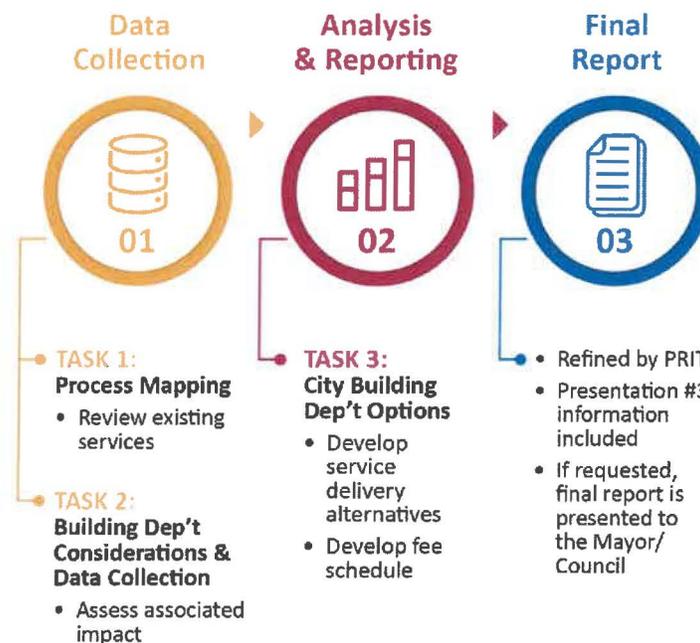
Per the City's RFP, we have divided our work effort into two main phases: data collection and analysis. *Section 1.3 – Project Timeline* provides the anticipated timeline for the proposed work. Obtaining the necessary data from both the City and the County is the key to success for this study. In the absence of receiving the information from either the City or the County, recommendations will be based on locally-available socio-economic and development data. We will work closely with both the City and County to obtain the needed data.

Phase 1, the data collection phase, will begin with a series of meetings between IBTS' subject matter experts and the City's staff to better understand the City's ultimate goals and current issues underlying this RFP. If acceptable to College Park, the City will be asked to identify key staff members who can form a Steering Committee. IBTS' Project Manager and other subject matter experts will meet and/or check in frequently with the Steering Committee to present preliminary findings and solicit input and guidance. Per the RFP, the check-in meetings will occur at least once every two weeks for the duration of the project.

Phase 2, data analysis, will involve using the data and information collected in Phase 1 to analyze multiple service delivery alternatives. As required by the RFP, these alternatives will include:

- Full building department services provided by the City
- Building department services augmented by supplemental staff or third-party inspectors
- Full contract operations via a public private partnership

We will analyze the alternatives using numerous factors such as cost, ease of implementation, and impact on current or future customers. As with Phase 1, we will engage the Steering Committee to provide direction to IBTS during the analysis and reporting phase. This phase will culminate with a final report that can be presented to the Mayor and Council.



Data Collection

Task 1 Process Mapping

1.1 Review existing services provided by the City and Prince George's County Department of Permitting, Inspections, and Enforcement (DPIE)

1.1.1 College Park - Meet with the City Manager, Engineer, Directors of Planning, Community and Economic Development, and Public Services, and the City Attorney to fully understand the current system and gain information for alternatives. These

discussions will inform our needs/gap analysis to identify current status and to identify the priorities that are underlying the City's desire to establish a local building department.

1.1.2 Prince George's County and Maryland-National Capital Park and Planning Commission (M-NCPPC) - Meet with County and/or M-NCPPC representatives as deemed advisable by the City or IBTS. These meetings will help to identify any service gaps or other issues related to the connections between these reviews and the overall permit process.

1.1.3 Local Governments – Meet with other local municipalities, such as Laurel, operating their own building departments to gain insights relative to potential future operations within College Park.

Steering Committee Presentation #1 – Local Building Department Operations: PowerPoint presentation to Steering Committee summarizing current services provided by College Park via Prince George's County with a comparison of how similar services are provided by other local municipalities. The presentation will also identify strengths and weaknesses of current County processes pertaining to work within College Park and other municipalities. Comments received from the Steering Committee will be incorporated into the Final Report.

Task 2 Building Department Considerations and Data Collection

2.1 Assess Impacts associated with creating a local City of College Park Building Department

2.1.1 Identify requirements and responsibilities associated with being an Authority Having Jurisdiction (AHJ) paying particular attention to regulations associated with the State of Maryland and Prince George's County and national building codes provided by the International Code Council (ICC). IBTS will also identify external coordinating/approval agencies like the Office of State Fire Marshal and M-NCPPC.

2.1.2 Work with City and County officials to collect historical revenue data associated with construction activity in College Park between 2009 and 2019. For comparative purposes, we will analyze an estimated cost to provide services relative to the historical revenue data. If needed, we may request that the City file a Freedom of Information Act (FOIA) request to obtain this information from the County's electronic database. The primary source for this data will be the County's permit database. Information collected will be compared to potential staffing levels and different level of service options. In the absence of receiving the information from either the City or the County, analysis will be based on locally available socio-economic and development data. IBTS will work closely with the City and County to obtain the needed information.

2.1.3 Solicit feedback from local stakeholders associated with building, permitting and development in College Park to identify strengths and weaknesses of current process and possible improvements. IBTS will leverage the skills and experience of our market research subsidiary, BuildingInsight LLC, to optimize data collection and analysis approaches. For example, stakeholder interview guides will be created that emphasize neutral, non-leading, open-ended questions that encourage candid discussion and idea exchange. Question topics will be identified based on Steering Committee input.

Examples of stakeholders include: College Park City-University Partnership, local business owners, representatives from HOAs, local contractors, brokers, etc. Based on our experience and input from the City these meetings may be in a small group setting or over the phone to accommodate participant's schedules. This feedback will be combined with general feedback collected as part of Task 1.1.1.

Steering Committee Presentation #2 – Building Department Considerations: A review of the opportunities and risks associated with College Park becoming an AHJ operating independent of the County. Where risks are identified, IBTS will provide possible steps to minimize risk to the City. This presentation will also summarize historical building permit activity and revenue data with a comparative cost to provide the services which would have been needed to maintain an acceptable level of service during this same 10-year period. Comments received from the Steering Committee will be incorporated into the Final Report.

Analysis and Reporting

Task 3 City Building Department Options

3.1 Develop Service Delivery Alternatives

3.1.1 Propose options for consideration by the City and include an assessment of costs and benefits and organizational plans associated with each option. Options will include the provision of full or limited services and the use of City staff vs. contractors and third-party inspection. We will take into consideration the required coordination with M-NCPPC and the Planning Board. For each alternative, IBTS will provide organizational/staffing plans with corresponding cost-benefit analyses. For this task IBTS will ensure a neutral and impartial assessment – we will go where the data takes us.

3.1.2 Create an implementation plan and timeline for each service delivery alternative. The implementation plan will include timelines associated with each service delivery option.

3.2 Develop Fee Schedule

3.2.1 IBTS will use the costs and work efforts associated with each option to develop a fee schedule for the City's consideration. Like Prince George's County, the fee schedule will be based upon ICC's Building Valuation Data for overall construction value. We will compare the proposed fee schedule will be compared to the current County fees.

Steering Committee Presentation #3 – Building Department Considerations: A detailed description and analysis of each of the following service delivery options for permitting, inspections and enforcements in College Park: Self-Perform, Supplemental Staff, Third Party Plan Review and Inspections, Public Private Partnership.

Final Report

Once refined by the Steering Committee, IBTS will include information from Presentations 1, 2, and 3 in a Final Report. The report will include a series of next steps associated with the recommended strategy. If requested by the City, IBTS will present the final report to the Mayor and Council.



2.0 Information Regarding the Proposer Form

INFORMATION REGARDING THE PROPOSER

(This information may be submitted in a substitute format if responses correspond to question numbers.)

1. Name of Proposer: Institute for Building Technology and Safety
(Individual/Firm/Corporation)

Proposer's Business Address: 45207 Research Place, Ashburn, VA 20147

Contact Person: Christopher Fennell
Title of Contact Person: Chief Development Officer
Telephone Number: (703) 851-4187
FAX Number: (703) 481-0704
E-mail Address: cfennell@ibts.org
Federal ID Number (EIN): 54-1963889

2. Is the business incorporated? Yes No

Non-Corporate Business

3. If response to question #2 above is "No", list the name and business and residence address of each individual having a ten percent (10%) or greater financial interest in the business.

<u>Name</u>	<u>Business Address</u>	<u>Residence Address</u>
<u>N/A</u>		

Corporate Business Entity Please answer questions 4 and 5

4. List the names of all officers of the corporation, their business and residence addresses and the date of which they assumed their respective offices.

<u>Name</u>	<u>Office</u>	<u>Residence and Business Address</u>	<u>Date Office Assumed</u>
<u>Ashok Goswami</u>	<u>CEO</u>	<u>Business - 45207 Research Place, Ashburn, VA 20147</u> <u>*Residence - Sterling, VA 20165</u>	<u>1997</u>
<u>Shyam Choudhary</u>	<u>President</u>	<u>Business - 45207 Research Place, Ashburn, VA 20147</u> <u>*Residence - Oak Hill, VA 20171</u>	<u>1997</u>

*IBTS is a private non-profit organization; full residential addresses are confidential.

5. List the names of all members of the current Board of Directors, and their business and residence addresses.

<u>Name</u>	<u>Business Address</u>	<u>Residence Address</u>
SEE ATTACHED		

6. Please provide the following information concerning work that you have done within the last five (5) years which is like the work requested.

<u>For Whom Performed</u>	<u>Contract Amount</u>	<u>Date Completed</u>	<u>Contact's Name & Telephone Number</u>
City of Ada, Oklahoma	\$25,000	Ongoing	Cody Holcomb, 580.436.6300 ext 201
Miami County, Kansas	\$15,000	Ongoing	Shane Krull, 913.294.9500
Washington DC Dept. of Community and Regulatory Affairs	\$2.12M	Ongoing	Christopher Bailey, 202.442.4533
City of Central, Louisiana	\$25M	Ongoing	David Barrow, 225.246.2306

7. Proposer must answer the following questions: (The word "you" refers to an individual, partnership, partner and/or corporation and its officers.)

- Have you ever failed to complete any contract awarded to you? No
If yes, state where and why. _____
- Have you ever been affiliated with an organization that failed to complete a contract?
No
If yes, state name of organization and circumstances. _____
- With what other businesses are you affiliated? IBTS has four LLC subsidiary entities
- Please list all persons who will supervise the work on this study. _____
- Identify all personnel who will be employed to perform the work described in the Contract Documents and list each person's hourly rate.
Chris Miller, \$205/hr; Paul Hancher, \$205/hr; Karen Johnson, \$145/hr; Claire Collins, \$145/hr; Ryan Griffith, \$145/hr; Research Assistant (as needed), \$90/hr
- Please provide at least 3 references, including any Maryland governmental units or agencies for whom you have worked on a similar project. Include the name and telephone number of your contact with each. _____
Refer to Question 6

- g. Identify all subcontractors that you intend to use in performing work under this Contract and specify the work each is expected to perform.

N/A

- h. Give value of any judgments or liens outstanding against your organization. None

- i. Is your organization licensed in the State of Maryland for the current year? Yes

Dated this 7 day of March, 2020

Institute for Building Technology and Safety
Name of Proposer

By: 

Printed Name: Christopher Fennell

Title: Chief Development Officer

3.0 Required Affidavits

IBTS' required affidavits begin on the following page.



3.1 Non-Collusion Affidavit

TO BE SUBMITTED WITH PROPOSAL

Non-Collusion Affidavit

Christopher Fennell, being duly sworn on oath, deposes and says:

That he/she is the
Chief Development Officer
(Owner, Partner, Title if on behalf of a Corporation)

of Institute for Building Technology and Safety,
(Name of Business, Corporation or Partnership)

the party submitting the Proposal; that no officer of the said Corporation has nor has any person, firm or corporation acting on its behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Proposal being submitted herewith; and that the said Corporation has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Proposal Price of the Proposer herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the Proposal is submitted; that in making this Affidavit, the affiant represents that she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of her knowledge and information.

To be signed by a duly authorized Officer.

 (SEAL)

Name

Title Chief Development Officer

Date: March 7, 2020

3.2 Affidavit with Respect to Non-Conviction, Non-Suspension and False Pretenses

TO BE SUBMITTED WITH PROPOSAL

AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES

I hereby affirm that:

1. I am the Chief Development Officer (Title) and duly authorized representative of Institute for Building Technology and Safety (Name of Business Entity) whose address is 45207 Research Place, Ashburn, VA 20147 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
3. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
4. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
5. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, con-

struction related services, leases of real property, or construction have been debarred or suspended under this subtitle.

6. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the City, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.
7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

None

I acknowledge that this affidavit is to be furnished, where appropriate, to the City of College Park under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of College Park may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

I further affirm that the business entity is properly registered to do business in the State of Maryland, or is not required to be registered.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

March 7, 2020
Date



Signature

Christopher Fennell
Printed Name

4.0 Examples of Relevant Work

IBTS has deep roots in local government, state, and federal programs. We help address the challenges our clients face by providing local support complemented by a nationwide network of subject matter experts, fueled by the advocacy and support of our Board of Directors, and our practitioner-based leadership team.

Our staff comprises local government subject matter experts with the experience necessary to ask the right questions and the curiosity to want to understand the needs and intricacies of each community where we work. We do not take a one-size fits all approach when working with a local government.

IBTS understands data without context is meaningless. Because of this, our consulting project teams include professionals who have all the necessary inspector, plans examiner, and code official certifications in building, electrical, fire safety, mechanical, and plumbing to help make sense of the data.

IBTS' consulting work is a natural extension of our experience serving as partners with local communities to provide both full and supplemental building department services. For College Park, we propose to leverage this broad expertise to evaluate both staffing and operational solutions from a fully informed yet fully neutral perspective. Processes and procedures developed through our work for local governments in Washington, D.C.; Prince George's County, Maryland; Fairfax County, Virginia, and Baltimore, Maryland, will inform our recommendations so they are realistic, achievable, and cost-effective. Our analysis will help determine if it is in the City's best interest to establish an AHJ. If this course of action is recommended, our experience will inform recommended next steps enabling the City to establish a customer-focused local Building Code Permitting and Enforcement Department.

The following similar projects are provided to demonstrate our capability, capacity, and ability to successfully perform services College Park.

4.1 Building Department Assessments and Operational Studies

IBTS' experience as a trusted partner to local governments has allowed us to provide operational consulting to multiple communities of various sizes and complexities. The following three examples are similar to the City's scope in RFP CP-20-03:

4.1.1 Assessment to Align Resources, Miami County, Kansas

This project is on-going and scheduled to be completed in Spring 2020. IBTS' recommendations include hiring additional planning staff and other staff re-alignments to reduce permit processing time and minimize the duplication of efforts. These recommendations are based on staff interviews and observations.

IBTS was retained by Miami County, Kansas to provide an assessment of its Code Services and Planning and Zoning Departments and provide recommendations for improvements. The goal of the evaluation was to ensure departmental staff was working in a manner that aligned resources and advanced strategic goals for community development throughout the County.

IBTS spent several weeks both onsite and offsite reviewing the current operations of the departments. During this time, the team performed evaluations of the departments'

processes, workload, technology, and organization. IBTS completed the following workload and process assessment to develop recommendations for implementation:

- *Review of Current Ordinances:* The team reviewed existing ordinances, policies and procedures, evaluated fee structures, and identified gaps and inefficiencies.
- *Onsite Observations:* The team determined workload demands of existing staff and level of effort requested outside daily tasks.
- *Customers Insights:* The team gathered insight from several customers on their experience working with the departments.
- *Recommendations:* The team analyzed findings to offer solutions for optimizing workflow and productivity.

4.1.2 Building Department Assessment, Ada, Oklahoma

IBTS was retained by Ada, Oklahoma to provide an assessment of its building department. Working under the guidance of the advisory committee, IBTS was embedded at the City of Ada's Building Department. During this time, our team performed evaluations of the department process, workload, technology, and organization. The goal was to ensure the staff was working in a manner that allowed stakeholders to easily and efficiently move their projects through the City's regulatory processes. Specifically, IBTS completed the following tasks to develop recommendations:

IBTS provided a series of recommendations related to internal processes, code amendments and staff realignment and other best practices like cross-training the administrative and field staff. As part of our stakeholder engagement efforts, recommendations were also included to make the permit process more transparent and customer-focused.

- *Review Current Ordinances:* IBTS reviewed existing ordinances, policies and procedures, evaluated fee structures, and identified gaps and efficiencies
- *Onsite Observations:* For each of the affected departments, IBTS determined workload demands of existing staff and the level of effort requested outside daily tasks
- *Recommendations:* After collaboration with City management, we evaluated policy and procedural elements, evaluated current fee structures and operating costs, and recommended possible technology solutions

Our recommendations were developed with a single focus – to optimize governance performance and lessen the burden of day-to-day building department tasks for City leadership. Our recommendations ensured constituent stakeholders received the customer service excellence expected.

4.1.3 Building Department Shared Services Feasibility Study, Starke County, Ohio

IBTS was engaged by the Stark County Regional Planning Commission to conduct a Shared Services Feasibility Study to determine the benefits and approach to sharing building department services across six cities and Stark County. IBTS assessed each building department and further evaluated how those departments could improve service levels. The review included:

- *Shared Services:* IBTS found that, to some degree, shared services were already occurring in the Stark County region. While most jurisdictions appeared to handle these unofficial shared services with ease, others did not. It was apparent that for shared services to provide the full benefits needed, management of the system as a whole was needed.
- *Customer Service:* IBTS found customer service levels were varied in the area. Some jurisdictions were performing well, while others were experiencing issues and dealt with complaints of timeliness, quality, and quantity of services. IBTS found that customer service levels were

BUILDING DEPARTMENT
SHARED SERVICES FEASIBILITY STUDY

MASTER REPORT

STARK COUNTY
REGIONAL PLANNING COMMISSION
ISSUED: SEPTEMBER 9, 2015
REVISED: NOVEMBER 17, 2015

Institute for Building Technology and Safety (IBTS)
"Accelerating Progress for Governments and Communities
in the Built Environment"



5220 Eisenhower Blvd | Fairfax, VA 22031 | 703.441.3200 | www.ibts.org

monitored by and through verbal conversations and telephone discussions. All jurisdictions needed a system in place that tracked complaints to improve customer service throughout the jurisdictions.

- **Financial Savings:** IBTS found each jurisdiction had its own system of revenues, fees, fines, and penalties, which meant that each jurisdiction also duplicated the expenses to operate the same permitting systems that were in some cases physically a few miles apart. IBTS identified immediate financial savings opportunities through cost savings of fuel, vehicle maintenance, computer system maintenance/updates and other direct costs associated with delivery of shared building department services.

- **Risks & Improvements:** IBTS found that risks within all current departments existed, most of which were minor in nature. However, larger risks were identified that included insurance concerns when

inspectors worked outside their own jurisdiction, issues with inspection efficiency management, and if inspections were delayed intentionally to trigger after hours fees. We also noted that flood documentation was not coordinated with Building Department Permitting, which placed the jurisdiction's National Flood Plain Program under scrutiny from FEMA.

IBTS developed a series of recommendations, which were based on the on-the-ground research detailed above, national surveys, and IBTS' years of experience:

- **Shared Management:** Incorporated all operational improvements with a common management system operated by one jurisdiction for all communities.
- **Shared Operations:** This recommendation streamlined all building departments and included one common operation for all communities in the County.
- **Regional Operations:** Provided for a streamlined, highly efficient, low-cost option similar to the shared model, but because everything was regionalized costs were substantially less for operation, management, and sustainability.
- **Operational Improvements:** Provided for streamlined building departments while incorporating a common shared software system. Each local jurisdiction retained its own traditional building department.

4.2 Building Department Operations – Supplemental and Full Service

As stated earlier, IBTS also has experience working for communities as either supplemental/third-party staff or directly for the City via a non-profit public private partnership. The following are representative examples of each.

4.2.1 Third-Party Inspection Services, Prince George's County, MD

IBTS performs commercial inspections for developers working in Prince George's County as part of the county's Third-Party Inspection Program (TPIP). This program provides a regulatory process for third-party inspection agents like IBTS who are hired by the owner to evaluate the work of the various trades. Per the TPIP, all commercial structures for which a permit is obtained to construct a new building or to construct an addition to an existing structure; including but not limited to interior and/or exterior renovation, modification and alteration with an estimated construction cost of



\$200,000 or more can use the program. We work closely with the County to ensure all local regulations and guidelines are followed as required by the County.

4.2.2 Building Department Services, Washington, DC

For more than 15 years, IBTS has consistently and reliably served multiple departments within Washington, D.C., including the Department of General Services (DGS); District of Columbia Housing Authority (DCHA); and Department of Community and Regulatory Affairs (DCRA), providing direct plan review and inspection services for all types of construction with teams of as many as 20 code professionals, as well as third-party review and inspection services.

Plan Review and Inspection services to support multiple agencies include the following:

Department of General Services (DGS): IBTS has provided and continues to provide building code inspections to support construction and renovation of public schools and buildings throughout the City. IBTS has inspected complete construction for more than 50 public schools and buildings and installation of rooftop solar PV systems on more than 30 schools and other government buildings.

District of Columbia Housing Authority (DCHA): IBTS performed Housing Quality Survey and Property Maintenance type inspection on thousands of housing units across the City. IBTS was most proud of having hired, trained, and deployed residents from some of the same housing developments being inspected, to efficiently and effectively carry out these inspections over a relatively short, less than 12-month period of performance.

Department of Community and Regulatory Affairs (DCRA): IBTS has provided direct plan review and inspection support services to DCRA through multiple contracts and funding vehicles over many years. IBTS is currently providing DCRA with services of Urban Planner, Professional Engineers and Architects, and Certified Code Professionals to significantly reduce review and inspection backlogs and maintain plan review turnaround times. IBTS provided training to support and encourage DCRA's inspection staff to prepare for and obtain internationally recognized code certifications through the International Code Council (ICC). During one period of about a year, IBTS provided inspectors and managers to carry out inspections previously performed by about 24 City inspectors. In addition to working directly for and with multiple government agencies within Washington, D.C., IBTS is a full-service approved third-party Plan Review and Inspection service provider under DCRA's third party program. IBTS maintains a staff of between 15 and 20 licensed and certified professional engineers, architects, planners, plan reviewers, inspectors, permit technicians and administrative support staff dedicated solely to supporting needs of government and private-sector development in and around Washington, D.C.



4.2.3 Building Department Services, Central, Louisiana

"IBTS didn't come into our City and paint us or try to make us change; they came into our City and we painted them."

Shelton "MAC" Watts
Former Mayor, City of Central, LA

Central is Louisiana's 12th largest incorporated city and the newest. Located in the East Baton Rouge Parish, about 10 miles from downtown Baton Rouge, Central became an independent municipality in April 2005. It has approximately 30,000 residents living in a 66-square-mile area. The City has an annual operating budget of \$6 million and reserves of \$8 million.

In July 2011, Central entered into an agreement with IBTS to deliver municipal services. After five years of working together, city officials, residents, and the IBTS team have built a strong partnership that is successfully delivering nearly all public services. IBTS continually markets city services to the citizens and provides strong customer service to address stakeholder concerns and needs.

As the boots on the ground for the City of Central, IBTS manages the delivery of services to citizens, and on behalf of citizens, for each and every stakeholder of the community. IBTS:

- Routinely identifies subject matter experts and convenes meetings with the City Administration and City Council to discuss a variety of issues faced by the City.
- Works very closely with the Mayor and City Council to ensure that all city processes, procedures, and documentation are properly implemented and completed and tracked for accountability and reporting.

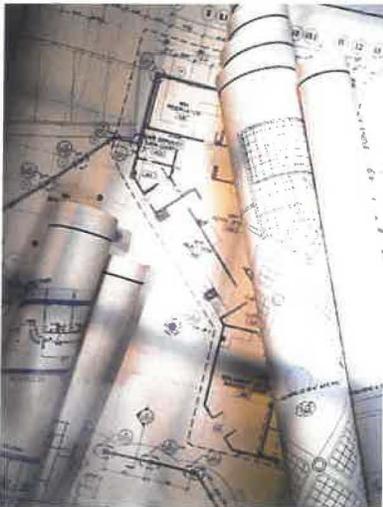
Community Development: On behalf of the City, IBTS performs all functions of a Community Development agency at the local level, including planning and zoning, building plan review, all building permits, inspections, and code enforcement services.

Capital Program Management: IBTS convenes meetings with the City Council and the public to identify and vet capital improvement projects for the city.

Public Works Services: IBTS maintains a core Public Works program including infrastructure maintenance (roads, bridges, common areas) for the city. Public Works also includes Disaster and Catastrophic Emergency response services.

Engineering and Stormwater Management Services: IBTS provides engineering support services including flood plain management, storm water management and ground water permitting services.

4.2.4 Baltimore City Schools, Baltimore, Maryland



The Maryland Stadium Authority (MSA) selected IBTS provide all compliance plan reviews and construction inspections for the design and construction of 28 Baltimore City public schools being built or substantially renovated, a \$1.1 B project. IBTS is working closely with multiple stakeholders including the Maryland Stadium Authority (Authority Having Jurisdiction), Baltimore City Schools (Owner/Operator), the Maryland State Fire Marshalls Office (responsible for life safety), and numerous design teams, consultants, construction and program/project managers. IBTS' responsibilities include:

- Developing and maintaining a procedure manual by which code compliance will be ensured
- Monthly reporting on project progress, anticipated deliverables, and risks/recommendations
- Reviewing design documents (construction drawings, shop drawings, and specifications) and performing all code inspections for:
 - Structural and non-structural Architectural/Building, including Accessibility
 - Electrical, Mechanical/HVAC/Energy, Plumbing
 - Fire and life safety (in coordination with the Maryland State Fire Marshal's Office)
- Performing all code compliance reviews and building code inspections

- Reviewing building code modification applications from designers on behalf of MSA and make recommendations to building official at MSA on the approval or rejection of these applications
- Evaluating the new products and alternative approach or systems used in school construction on behalf of MSA
- Issuing final inspection reports stating that facility is in compliance with all applicable local, state and federal building codes and standards

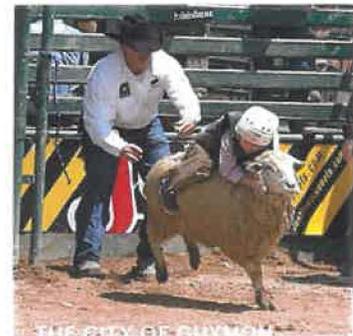
IBTS ensures that each school has been designed and built in compliance with applicable building codes and standards, so that each school is safe to occupy and operate.

4.2.5 Comprehensive Plan, Guymon, Oklahoma

IBTS served as the city planner for the City of Guymon. As part of our responsibilities the team collaborated with the City to develop their Comprehensive Plan. Along with the Comprehensive Plan, the IBTS team also completed a major update of the Unified Development Code (UDC) to make it consistent with the new comprehensive plan.

The Comprehensive Plan was formulated with the input of many groups, in meetings over a period of three years. The groups included representatives of every segment of the City of Guymon. The input was critical to gathering information which was compiled into the development of this plan.

Following the goal of the City, IBTS developed the plan having the citizens of Guymon being the leaders and essentially being the authors of their guidelines. With this foundation in mind, the plan was made to be a fluid document, keeping language simple, user-friendly formatting, and feasible guidelines; the plan can be easily changed to reflect the ever-changing face of Guymon, Oklahoma. As the City grows and expands, the Plan developed to follow along with the current and future expectations all the citizens.



4.2.6 Civic Engagement Project, City of Central, Louisiana

On behalf of the City, IBTS performs the following services: public communications, permits and inspections, engineering and floodplain management, code enforcement, capital program management, public works, planning and zoning, administrative services, finance services, IT services, and GIS.

In relation to public communications, our team has been the driving force behind all marketing, public relations, branding, communications, and events for the City. This includes all day-to-day government communications and outreach tasks, in addition to special outreach initiatives and emergency communications.



On a daily basis our team manages and provides oversight on all social media, community events, and citizen outreach initiatives. The team also manages communications and press releases on behalf of the Mayor’s Office and the City Administration Office. We are responsible for sending all newsletters and email blasts, maintaining email marketing campaigns, and providing all public notices for public meetings. Because City of Central residents rely on this information, we ensure that all information is accurate and distributed on schedule.

We also assist the City with outreach on special initiatives, like their “Discover Central” economic development initiative. Working in partnership with the City, our team realized the need to boost economic growth and workforce education. Together, we facilitated numerous public workshops, attended various community group meetings, and developed the Discover Central microsite to engage citizens through an unbiased platform.

We ensure all citizens are informed and given the opportunity to speak out about their City aspirations by using a mix of traditional and innovative approaches that reach underrepresented and minority citizen groups. For example, the team rolled out a social media campaign, but also integrated radio and television campaigns and used mainstream print media to reach citizens who do not have access to social media. By using a wide range of communications platforms, we were able to reach a cross-generational population that included all socio-economic, racial, and ethnic backgrounds.

In addition to the social and community planning initiatives, our team also manages all emergency-related communications and ensures all citizens are informed any weather-related or manmade emergency events.

4.3 References

Name	Title	Organization	Contact Information
David Barrow	Mayor	City of Central, LA Washington, D.C.	225.246.2306 david.barrow@central-la.gov
Christopher Bailey	Deputy Chief Building Official	Department of Community and Regulatory Affairs	202.442.4400 desk: 202.442.4533 Christopher.Bailey@dc.gov
Shane Krull	County Manager	Miami County, KS	913.294.9500 skrull@miamicountyks.org
Cody Holcomb	City Manager	City of Ada, OK	580.436.6300 ext. 201 Cody.Holcomb@adoak.com

5.0 Personnel

Our project team for College Park includes a project manager responsible for leading a team of subject matter experts with expertise in the areas of building department services, governance, and community engagement. These individuals can quickly assess the current challenges and issues and provide practical and implementable recommendations to College Park.

<p>Chris Miller, ACIP Project Manager</p>	<p>Mr. Miller will be the day-to-day contact for the City and direct the overall effort to evaluate the permitting process and work with our subject matter experts to create recommendations that are both cost-effective and realistic. As IBTS Director of Local Government Services, Mr. Miller provides oversight to all our local government projects. He has more than 25 years’ experience providing local government support in planning and operations. Mr. Miller led a large-interdisciplinary team providing supplemental Community Development services to the City of Atlanta while also implementing process improvements to reduce permit approval timelines and increase overall customer satisfaction.</p>
<p>Paul Hancher, P.E., MCP Principal Building Department Services</p>	<p>Mr. Hancher’s primary responsibility will be to provide the regulatory framework associated with local building departments (or AHJs). In his current capacity at IBTS, Mr. Hancher is the active director for all code compliance permitting, design review and field inspection services for multiple jurisdictions around College Park, including Prince George’s County and the Baltimore County Schools. He will provide guidance to local staff on building department matters.</p>
<p>Karen Johnson Associate Public Engagement</p>	<p>Ms. Johnson will lead IBTS’ engagement efforts associated with stakeholder involvement creating customized interview packets based on her background working with construction and trade contractors; professional and trade organizations; and local, state and federal government agencies. As the manager of IBTS’ market research subsidiary, BuildingInsight LLC, she leads a team skilled in a variety of primary market research methodologies, including online and traditional focus groups, online and traditional surveys, in-depth interviews, usability testing, focus groups, observational studies, crowdsourcing, and secondary research including literature reviews of scholarly journals, public data sources, and social media.</p>
<p>Claire Collins, ICMA Associate Service Delivery</p>	<p>Ms. Collins is an experienced public-sector official serving in both appointed and elected capacities. As part of IBTS’ effort, Ms. Collins will assist in data collection and operational analysis phases of the project. These activities will leverage her experience as county administrator in Bath and Rockbridge counties, city manager in Covington, and assistant to county manager and first public affairs/legislative liaison in Henrico County.</p>
<p>Ryan E. Griffith, CFM, NCI Associate Planning</p>	<p>Ms. Griffith will evaluate the connections between the City, County and M-NCPPC. These connections will be used to identify any gaps in process or procedure affecting permitting timelines. Ms. Griffith has over 16 years’ experience in the areas of public participation, economic development, and community planning. As part of this work effort, Ms. Griffith will also identify optional local planning services for the City’s consideration.</p>

Full resumes begin on the following page.

Christopher S. Miller, AICP

Project Manager

QUALIFICATION SUMMARY

Mr. Miller offers more than 25 years of professional experience. His experience includes managing cross-functional teams with an emphasis on operations and client services. He has a track record of utilizing technology to optimize services as both a business unit leader and city official. Mr. Miller's been responsible for contract negotiations, staff training and development, business development, and operational efficiency.

PROFESSIONAL EXPERIENCE

July 2019 – Present // Director, Municipal Services, IBTS

As the Director, Municipal Services, Mr. Miller is responsible for:

- Direct daily activities of Local Government Solutions team and provide leadership for IBTS' key accounts by utilizing regional services
- Leverage IBTS' suite of local government solutions related to Disaster Recovery, Building Department Services, Energy and Sustainability, Disaster Recovery, and Operations to solve complex problems for local governments
- Work directly with local government leaders to develop comprehensive regional or site-based policies, regulations, and strategies to address current and emerging community needs

2015 – July 2019 // East Regional Director, SAFEbuilt

- Supervised team of operations managers and field staff in GA, IL, MI, OH, and SC
- Account manager for key municipal partners including Atlanta, Roswell, Johns Creek, and Peachtree City, as well as institutions of higher education including University of Central Florida
- Provided leadership through development and implementation of annual strategic growth plans for each state targeting new territories and service line offerings

2012 – 2015 // Utilities Business Developer, Severn Trent Services

- Developed comprehensive business plan to create new business pipeline by combining Severn Trent's global experience and resources with a rigorous process of value engineering and benchmarking.
- Increased company's market share of public sector finance and administration contracts by deploying a combination of local resources and cloud-based services to win key accounts.
- Positioned Severn Trent during the initial sales process by providing consulting and procurement expertise including draft RFP/RFQs with piggyback provisions.

2011 – 2012 // Sustainability and Efficiency Sales Manager, CH2M Hill

- Accepted into Leadership Excellence through Accelerated Development Program (125 participants selected each year from more than 26,000 employees).
- Assisted with business development activities leveraging CH2M HILL's sustainability and municipal expertise by targeting municipal clients and regional governments.
- Developed and hosted series of on-line presentations for regional water authorities and local governments related to CH2M HILL's sustainability service offerings.
- Managed sales process for business service group developing local government efficiency studies to reduce costs and improve performance using both local and regional corporate resources.

2008 – 2011 // Deputy Community Development Director, CH2M Hill

- Analyzed permit and financial activity for the City to identify emerging trends affecting permit revenue and service costs.
- Chaired 10-member inter-disciplinary project team to implement innovative solutions to reduce costs and achieve operational efficiencies. Recommendations resulted in a 25% increase in productivity while improving customer satisfaction related to permitting.
- Managed a joint-team of city staff and local business leaders in Sandy Springs during a six-month process to develop a blueprint for redevelopment in the downtown.

2006 – 2008 // Project Manager, Weingarten Real Estate Investment Trust

- Analyzed financial statements for venture capital projects and managed predevelopment and entitlement activities for Weingarten Realty's Atlanta regional office.
- Assisted in the evaluation of potential retail development locations including the identification of environmental and regulatory constraints.
- Managed consultants to create retail master plans addressing both market needs and local planning requirements.
- Developed and implemented construction budgets for regional shopping centers in Atlanta and Memphis to determine ROI.

2001 – 2006 // Community Development Director, City of Smyrna

- Developed and managed department's internal process improvement plan resulting in a 50% reduction in permit review time and variable staff support teams.
- Worked with third-party vendor to create real-time mobile field reporting tool for staff.
- Implemented City's \$30M Tax Allocation District to encourage quality redevelopment within downtown area.
- Created proactive neighborhood support teams to combine the efforts of code enforcement and housing inspection in targeted areas resulting in a reduction of citizen-generated code enforcement complaints.
- Recipient of the City's Public Service Award in 2003 and 2004.

2000 – 2001 // Senior Planner, REJCE, Inc.

- Served as planning staff for local municipalities providing site plan, transportation and zoning expertise.
- Analyzed traffic and land use data (zoning) to identify locations for national chain restaurants.
- Performed specialized site planning studies for the Florida DOT related to eminent domain.
- Prepared site plans and coordinated entitlement process on behalf of private developers.

1995 – 2000 // Project Planner, WHK, Inc.

- Provided strategic planning for local municipalities including comprehensive planning, comprehensive plan amendments, redevelopment plans, site plan reviews and evaluation and appraisal reports.
- Created site plans for redevelopment projects in South Florida
- Drafted specialized user fee studies related to fire and EMS services.
- Performed long-range planning and transportation studies for the Florida DOT and local municipalities analyzing traffic and land use patterns.

1993 –1995 // Assistant Planner, City of Coral Springs, FL

- Interpreted and enforced land use regulations, codes and ordinances for the planning and development of the City.
- Responsible for conducting studies and collecting and analyzing data for application to the City's Comprehensive Plan.
- Reviewed site plans and small-scale plans for consistency with City's Land Development Code and conducted meetings with the development community.
- Coordinated City's \$1.5 million capital improvement program to revitalize the Riverside Drive Corridor.

EDUCATION

- Master's, Urban and Regional Planning, Florida State University, 1993
- BS, Florida State University, 1991

Paul Hancher

Principal Building Department Services

QUALIFICATION SUMMARY

Mr. Hancher has been with IBTS for over 25 years, developing experience in design, construction management, plan review and inspection of structures to model building codes. He also has over 15 years of experience in management, establishment and operation of building regulatory systems, and development and delivery of technical training seminars on home and building design, construction, installation, rehabilitation, and field inspections. Mr. Hancher is the active director for all code compliance field inspection services for over 90 jurisdictions across the country, and all solar PV inspections services provided to private solar leasing firms.

PROFESSIONAL EXPERIENCE

1988 – Present // DIRECTOR OF BUILDING DEPARTMENT SERVICES, IBTS

Mr. Hancher oversees inspections and plan reviews for approximately 90 jurisdictions nationwide, including the design review and approval, preliminary, and final inspection of more than 25,000 homes and associated buildings on more than 20 military bases alone. His responsibilities also include:

- Evaluates adopted and enforceable codes, sets policy for plan review and inspection, makes code interpretation, and evaluates requests for code modifications as necessary.
- Guides his staff to review plans for commercial, residential and military construction throughout the U.S, trains staff to review for AT/FP and SCIF conformance in government buildings, and evaluates training and certification needs of plan review and inspection staff, developing training programs and tools to help individuals expand their knowledge and skills.
- Serves as the IBTS Technical Expert in ICC Codes.

MANAGER OF PLAN REVIEW AND CODE CONSULTATION, IBTS

- Led a team of engineers and architects reviewing building designs for compliance with requirements of local, state, and nationally recognized codes and standards as referenced and often amended for building and life safety, structure, accessibility, mechanical, electrical, and plumbing.
- Worked with builders and Building Departments primarily in Virginia, Louisiana, Washington, D.C., and military bases across the United States, these reviews covered building design through approval submissions.

PROJECT MANAGER, PLAN REVIEW AND TRAINING, HOUSING & BUILDING DIVISION OF NCSBCS (NOW IBTS)

- Managed multiple training contracts for state governments, educational institutions, and private companies, developing and delivering training throughout the United States on code compliance in building design and review, construction inspection, product and process inspection, quality auditing, maintenance, repair and rehabilitation, and land use planning and zoning.
- Managed electrical, mechanical, and plumbing plan review for the Federal Manufactured Housing program under a contract with HUD.

EDUCATION

- B.S., Electrical Engineering, Pennsylvania State University



CERTIFICATIONS

- Registered P.E. – VA, MD, Washington DC
- ASQ Certified Quality Auditor
- NRFSP Food Safety Manager
- RESNET HERS Home Energy Rater Provider
- Industrialized Buildings Commission Certified
- Industrialized Buildings Inspector
- Industrialized Buildings Commission Certified
- Industrialized Buildings Plans Examiner

International Code Council Certifications:

- Master Code Professional
- Certified Building Official
- Certified Housing Code Official
- Residential Combination Inspector
- Residential Energy Inspector/Plans Examiner
- Commercial Combination Inspector
- Combination Plans Examiner
- Accessibility Inspector/Plans Examiner
- Commercial Energy Inspector
- Commercial Energy Plans Examiner
- Building Inspector
- Building Plans Examiner
- Building Code Official
- Electrical Inspector
- Electrical Plans Examiner
- Electrical Code Official
- Elevator Inspector
- Fire Inspector I
- Fire Inspector II
- Fire Protection Plans Examiner
- Mechanical Inspector
- Mechanical Plans Examiner
- Mechanical Code Official
- Plumbing Inspector
- Plumbing Plans Examiner
- Plumbing Code Official
- Permit Technician
- Property Maintenance & Housing Inspector
- Mechanical Inspector One & Two Family Dwellings
- Mechanical Inspector General
- Mechanical Plans Examiner
- Plumbing Inspector One & Two Family Dwellings
- Plumbing Inspector General
- Plumbing Plans Examiner
- Elevator Inspector General

Karen Johnson

Associate Public Engagement

QUALIFICATION SUMMARY

Ms. Johnson has more than 20 years of experience in qualitative and quantitative research projects in the private, public, and nonprofit sectors, with a focus on the built environment. She has customized and executed research projects for a variety of clients, including building product and equipment manufacturers; construction and trade contractors; professional and trade organizations; and state and federal government programs. As the manager of IBTS's market research department, she leads a team skilled in a variety of market research methodologies, including surveys, conjoint analysis, usability studies, focus groups, in-depth interviews, observational studies, and field trials, in addition to meeting facilitation and strategic planning. Ms. Johnson also serves as the Project Manager for the IBTS OnHAND (Online Help & Advice for Natural Disasters) website, an online tool that will provide communities with customizable, actionable content for navigating the natural disaster process.

PROFESSIONAL EXPERIENCE

2017 – Present // Marketing Program Director, IBTS

As the Marketing Program Director, Ms. Johnson manages a team of market research staff that provides both qualitative and quantitative research services to public, nonprofit, and private clients to help them better understand their customers/constituents, markets, communities, competitors, products, and brands. Market research services include focus groups, in-depth interviews, online and intercept surveys, conjoint analysis, strategic planning, and meeting facilitation. She assists with internal projects and proposals through research and development activities as well as writing and editing assistance. Ms. Johnson conducts market research efforts; writes case studies, articles, presentations, and other written materials; manages content for IBTS website; and creates, develops, and implements a content-rich website to help government and non-government stakeholders to prepare for, respond to, and recover from natural disasters.

2006 – 2017 // Market Research Manager, BuildingInsight, LLC

Ms. Johnson provided quantitative and qualitative research activities to include online and traditional focus groups, online and traditional surveys, conjoint analysis, in-depth interviews, usability testing, crowdsourcing, and secondary research including scholarly journals, public data sources, and social media. She was responsible for services that ranged from planning and management through data collection, analysis and strategic program planning for product and program improvement, market entry, and marketing efforts; survey design and complex survey programming; presenting research findings; technical writing for and design of reports and presentations, including infographic and video formats.

2007 – 2011 // Research Analyst, NAHB Research Center

Ms. Johnson planned and executed qualitative research and reporting activities for the residential construction industry, including focus groups and telephone and in-person interviews. She managed an awards competition for energy efficiency in new homes and a monthly email newsletter on trends in the construction industry.

2000 – 2006 // Consultant

As a Consultant, Ms. Johnson offered full-service market consulting services for clients in a variety of industries, including nonresidential and residential construction, sustainability, travel and tourism, and consumer products.

EDUCATION

- B.A., English, Emphasis in Language, Writing, and Rhetoric, University of Maryland

CERTIFICATIONS

- Trained Focus Group Moderator, RIVA Training Institute

Claire A. Collins

Associate Service Delivery

QUALIFICATION SUMMARY

Ms. Collins has more than 20 years of local government management experience in Virginia as an ICMA credentialed manager, serving as county administrator in Bath and Rockbridge counties, city manager in Covington, and assistant to county manager and first public affairs/legislative liaison in Henrico County. She holds a Master of Arts in Public Administration from Virginia Commonwealth University. She is a former Virginia certified County Supervisor having served as an elected Board of Supervisors member for six years, including two years as Chair, Bath County Board of Supervisors. Ms. Collins is an Innovative, collaborative, high performing, results-driven professional committed to creating a tapestry of excellence and managing teams for success.

PROFESSIONAL EXPERIENCE

2016 – Present // Program Manager, IBTS

In this role, Ms. Collins is responsible for program and development management of local government solutions to provide unbiased and value-added professional services of positive benefit to communities. Additionally, she manages and directs FEMA advisory and assistance services including disaster survivor temporary housing inspections.

2012 – 2017 // Board of Supervisors, Cedar Creek Magisterial District, County of Bath, Virginia

While serving two terms of elected office on the Board of Supervisors and Board Chair, 01/2014 – 12/2016, Ms. Collins was responsible for:

- Leading Community Management Team to complete two CDBG neighborhood improvement projects providing housing rehabilitation and reconstruction, removal of blight, storm water drainage, roads, and utilities for low to moderate income residents
- Adopting policy changes to establish fund reserve and debt capacity limits, eradicate blighted structures, develop telecommunications plan for broadband deployment, revise and update Comprehensive Plan, update tourism strategic plan, and promote support of new business growth and jobs
- Collaborating with constituents and fellow Board members for adoption of Capital Improvement Plan funding to initiate priority projects for public safety, emergency communications, school improvements, and tourism promotion
- Representing County by testifying to Congress and General Assembly on economic resiliency, telecommunications, marketplace fairness, and Payment-In-Lieu of Taxes impacts and on legislation and panel discussions regarding resiliency and financial issues of importance to local governments

2011 – Present // Consultant, Public Executive Strategic Solutions

Ms. Collins provided high level, quality professional management consulting services to private and public sector clients with a proven record of client coordinated and facilitated business and economic development. She offered best practices training, project management, and strategic and marketing plan facilitation and implementation adding more than \$3M value to programs and services, including project and program planning, organizational assessment, and grant administration resulting in:

- Award of more than \$6 million grant funding to administer client projects, programs, and services
- Identifying client prospects in the health, technology, and leadership sectors

- Providing FEMA and VDEM project public assistance disaster management services for damage assessment, recovery, reimbursement, and closeout of more than 200 projects, writing project submittals and administering reviews for reimbursement and closeout for Hurricane Sandy and Straight Line Winds while deployed and in office, 08/2012-09/2013

2011 // Consultant, County of Rockbridge, Virginia

Ms. Collins coordinated transition of management and federal grant funded broadband project for to meet compliance standards while training internal staff for transition in leadership.

2008 – 2011 // County Administrator, County of Rockbridge, Virginia

Ms. Collins was the chief administrative officer responsible for implementation and oversight of operational work program with an annual \$59 million budget. Her specific accomplishments include:

- Collaboration and coordination with leadership and business community for construction and operation of state of art data center and more than 90 miles of broadband fiber in securing \$10 million in grants and public and private sector funding
- Facilitation to establish and receive federal, state, and local funding for regional transit system, creation of regional fire and rescue commission and implementation of emergency services revenue recovery program
- Creation of 100 new jobs with private investment of \$50 million in growth and retention of existing and new businesses
- Published “Just What is Economic Development?” article
- Assessment and reorganization of community development and building code and inspections offices to improve customer service to meet community needs and expectations

2006 – 2008 // City Manager, City of Covington, Virginia

Ms. Collins was the chief executive officer responsible for administration and governmental relations, disaster management, and oversight of redevelopment and housing authority under an annual operational program of \$22 million, completion of a \$27 million capital improvement program with securing credit rating and financing to construct two schools, amphitheater, roads, bridges, sidewalks, soccer fields, rehabilitated pool and recreation areas, and new landfill cell. Federal compliancy and management of housing authority was re-established while serving as interim redevelopment and housing authority director. She also facilitated assessing and reorganizing regional economic development program while serving as the interim economic development authority director.

1992 – 2006 // County Administrator, County of Bath, Virginia

Ms. Collins managed operations of County under community strategic plan and work program resulting in \$100 million of private growth and public community development investment, \$14M in capital improvements, debt reduction, and financial controls with A+ financial rating. Her specific accomplishments include:

- West Warm Springs Community Improvement project (housing, indoor plumbing, water, sewer, and roads) completed with CDBG, EDA, ARC, and USDA grant funds.
- Debt refinanced to lower capacity and improve financial rating
- Public-private partnership implemented for collection, handling, and transfer of solid waste
- Regional tourism program developed and implemented through award of grant funds
- Creation of Shenandoah Valley regional economic development marketing organization
- Before and after school program established and recipient of National Association of Counties Achievement Award

- Airport authority established while interim director managing operations to alleviate revenue loss in 12 months to maintain revenue neutrality
- Local Emergency Planning Committee formed with emergency operations and communications plans implemented
- Community radio station created, constructed and operational
- Assessment and report recommending disaster recovery policy and legislative changes performed as gubernatorial appointee to Hurricane Isabel Task Force resulting in introduction and adoption of federal and state regulations and legislation implemented by FEMA and utility companies

1988 – 1992 // Assistant to County Manager/Public Affairs Officer and Legislative Liaison, County of Henrico, Virginia

Ms. Collins provided intergovernmental expertise working with federal, state, and local elected officials for passage and implementation of federal and state telecommunications, retail, and safety legislation of importance to government, business, and industry. She served as member of strategic plan facilitation and public relations team receiving National Association of Counties Achievement Awards.

1985 – 1988 // Senior Litigation Legal Assistant, Hunton & Williams

Ms. Collins provided trial support, analysis, research, coordination, and discovery as defense representation for Fortune 500 client.

EDUCATION

- M.P.A., Executive Management and Policy Analysis, Virginia Commonwealth University
- B.A., Political Studies, North Carolina Wesleyan College
- Leadership Certificate, Senior Executive Institute, University of Virginia

CERTIFICATIONS

- Virginia Association of Counties Chairman's Institute
- Virginia Board of Supervisors Certification
- FEMA Certifications - Project Specialist, Project Worksheet Development, PA Program Field Operations, and Debris Management
- ICMA Credentialed Manager
- ICMA Gettysburg Foundation Leadership Institute Certificate, Military and Strategic Leadership
- NIMS Certification
- Pipeline Safety Certification
- Entrepreneurial Institute Certification

Ryan E. Griffith, CFM, NCI

Associate Planning

QUALIFICATION SUMMARY

Ms. Griffith has 16 years of experience in the public and private sectors. Over her career, she has become a subject matter expert in the areas of public participation, economic development, and community planning. Ms. Griffith has completed courses with FEMA's Emergency Management Institute, has in-depth knowledge of FEMA's Individual Assistance and Public Assistance Programs, as well as expertise in the Federal HMA Program.

PROFESSIONAL EXPERIENCE

2018 – Present // Emergency Management Professional / Planner, IBTS

As Planning and Economic Development Program Director, Ms. Griffith offers full support and expertise in planning and zoning, floodplain management, and hazard mitigation, as well as public participation and economic development.

2013 – Present // Principal, Growing Home Design

Growing Home Design bolsters thriving, economically vibrant communities throughout the United States by performing place-based housing and retail studies. They have completed 63 studies to date and have also created downtown development strategies. Additionally, she designs site-specific feasibility studies for unique parcels and projects, and specializes in environmental planning, sustainable design, and food security strategies.

2017 – 2018 // Economic Development Director and Community Planner, Eastern Carolina Council of Governments

At ECC, Ms. Griffith was responsible for community planning as well as also creating and implementing the organization's economic development initiatives on behalf of the member communities. This included a broad approach of developing the organization's region-wide Comprehensive Economic Development Strategy, and more targeted approaches such as preparing complex strategies for communities on residential and retail parameters, and place-making projects.

2016 – 2017 // Disaster Recovery Manager, North Carolina Emergency Management

Ms. Griffith created and implemented housing strategies to accommodate Hurricane Matthew survivors, and coordinated relief work with FEMA, state agencies, and county emergency operations. She also served as an on-site Spanish translator to discuss complex housing and insurance issues, and catalyzed off-site relief efforts through private groups and other local charity organizations.

2013 // Senior Planner, Town of Bluffton

Ms. Griffith managed planned development concept and master plans, development plans, subdivisions, zoning map amendments, annexations, and land development applications. She ensured compliance and enhanced and administered the Town's Development Review Program, in addition to updating their Comprehensive Plan. She also provided staff support to the Town Council, Planning Commission, and Board of Zoning Appeals.

2012 – 2013 // Senior Design Planner, Michael Griffith Architects

Ms. Griffith was responsible for direct oversight of designs to ensure approval through appropriate review boards and all master planning activities, research, and analysis within the firm. She also reviewed and analyzed site plans for environmental suitability and compliance with NFIP standards.

2010 – 2012 // Executive Director, Downtown, Marshall Association

Ms. Griffith led the Town's economic redevelopment planning initiatives, and guided town historic preservation planning projects involving the Historic District. Through recommendations on tourism, economic development support networks, and the completion of a retail leakage study, she captured lost revenue through better marketing the Town's downtown business district, and by attracting a diversity of general and specialty merchandise and services. She prepared the organization's budget and oversight, wrote grants and managed reporting. She also created and implemented operational, fundraising, and event plans.

EDUCATION

- M.A., Geography and Planning, Appalachian State University, 2012
- B.A., Environmental Studies and Policy, Minor in Spanish, Warren Wilson College, 2007
- A.A., Communications and Public Relations, Harrisburg Area Community College, 2004

CERTIFICATIONS

- ASFPM Certified Floodplain Manager (CFM)
- Trainings through FEMA's EMI
- National Charrette Institute
- Community Mediation Training, The Mediation Center
- Form Based Code Institute, 300 Level

DISASTER AND EMERGENCY EXPERIENCE

- Hurricane Matthew, 2016

6.0 Cost

IBTS has divided the two phases of work (Data Collection and Analysis/Reporting) into the following three tasks: Task 1 Process Mapping, Task 2 Building Department Considerations and Data Collection, and Task 3 City Building Department Operations and Final Report. The work effort (including meetings and presentations listed in Section 1.2) have been included in the pricing breakdown listed below.

Component Pricing Breakdown

Component	Price
Task 1 Process Mapping	\$10,840
Task 2 Building Department Considerations and Data Collection	\$20,700
Task 3 City Building Department Options and Final Report	\$20,180
Total	\$51,720

The work effort will be directed by the Project Manager, Chris Miller with assistance for Tasks 2 and 3 from Paul Hancher. Several other members of IBTS' staff will be involved in all three tasks related to data collection, analysis, engagement and service delivery evaluation. Rates for each person proposed for Tasks 1 – 3 are listed below. If necessary, an additional rate has been included for a research assistant to address some of the data collection duties.

Personnel Hourly Rates

Staff	Hourly Rates
Project Manager (C. Miller)	\$205
Principal (P. Hancher)	\$205
Associate (K. Johnson, C. Collins, R. Griffith)	\$145
Research Assistant (as needed)	\$90

TO BE SUBMITTED WITH PROPOSAL

**CITY OF COLLEGE PARK
Request for Proposals**

*Feasibility Study for Establishing a City Department of
Building Code, Permitting and Enforcement*

PROPOSAL FORM (2 PAGES)

CITY OF COLLEGE PARK
Public Services
8400 Baltimore Avenue, Suite 375
College Park, MD 20740

SUBMISSION DUE DATE: March 9, 2020
TIME: 2:00 p.m.

Institute for Building Technology and Safety

(to be filled out by bidding company)

Having carefully examined the Request for Proposals, Instructions to Proposers, , the proposed Contract and **Addenda Numbered** None (complete if any addenda were issued, or enter "None"), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all unit prices bid will remain in effect throughout the term of the contract, whether completed at one time or in interrupted phases, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the contract documents, for the stipulated sum of:

Total Not to Exceed Price in words and figures:

Fifty-One Thousand Seven Hundred Twenty Dollars

(Written)

\$ 51,720.00

(Figures)

Listing of Personnel Performing the Contract Work and Hourly Billing Rates

Chris Miller, \$205/hr Paul Hancher, \$205/hr

Karen Johnson, \$145/hr Claire Collins, \$145/hr Ryan Griffith, \$145/hr

Research Assistant (as needed), \$90/hr

SPECIAL TERMS AND CONDITIONS:

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
- B. It is understood that the proposal price will be firm for a time period of one hundred twenty (120) calendar days from the proposal opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Proposer shall execute a contract for the above stated compensation.
- C. The prices shall be stated in both words and figures.
- D. In submitting this bid, the Proposer certifies that the Proposer:
 - 1. Currently complies with the conditions of §69-6 “Equal Benefits” of the City Code, by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners; or
 - 2. Will comply with the conditions of §69-6 at time of contract award; or
 - 3. Is not required to comply with the conditions of §69-6 because of allowable exemption.
- E. In submitting this bid, the Proposer certifies that the Proposer does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

Name of Proposer: Institute for Building Technology and Safety

Name of Individual
Authorized to Bind the Proposer Christopher Fennell

Signature: 

Federal ID Number: 54-1963889

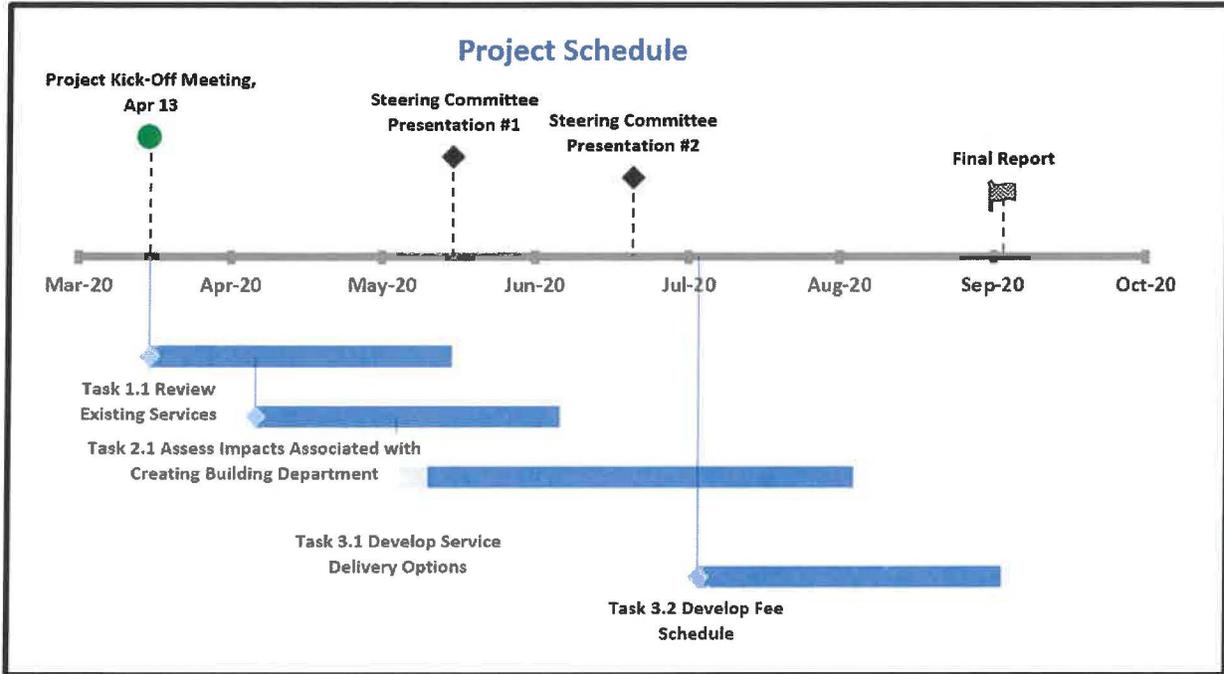
Date: March 7, 2020

<u>N/A*</u>	<u>N/A</u>
License No.	Date Issued
<u>N/A</u>	
Place of Issuance	

*The Institute for Building Technology and Safety does not have a Business License in Maryland, and we do not have a physical office in MD. IBTS is registered to transact business in MD and attached is a current Certificate of Status showing that we are in Good Standing.



7.0 Timetable



SAMPLE CONSULTANT AGREEMENT

THIS CONSULTANT’S AGREEMENT (the “Agreement”) is made this ____ day of _____, 2020, by and between the CITY OF COLLEGE PARK (the “City”), a municipal corporation of the State of Maryland, and _____, hereinafter referred to as “Consultant”.

WHEREAS, Consultant desires to act for the City as an independent contractor to perform a feasibility study with respect to establishing a City Building Code, Permitting and Enforcement Department separate and distinct from and in place of the Prince George’s County Department of Permitting Inspections and Enforcement (“Project”); and

WHEREAS, the City desires that Consultant provide such services.

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

1. **Appointment.** The City hereby engages Consultant, as an independent contractor and not as an agent or employee of the City, to provide an analysis of the feasibility of the transfer of sole authority for building plan review, permits, licensing and inspection services from Prince George’s County Department of Permitting, Inspections and Enforcement (DPIE) to the City of College Park, which would include coordination with M-NCPPC and the Planning Board for zoning review and approval, subject to the terms and provisions of this Agreement.

2. **Scope of Services.** Pursuant to the Agreement, the Consultant agrees to furnish all the material and perform all of the work in compliance with the requirements and standards con-

tained in the Contract Documents, as defined herein. All work shall be performed in accordance with the standards in the industry. The scope of work includes the following:

The Consultant will the prepare and deliver a feasibility study and report which fully analyzes the County and the City's current system for building permit review and inspections and the potential capacity of the City to operate a City Building Code, Permitting and Enforcement Department, to determine if the City Department would be as adequate and equally effective as the County's and to make recommendations ("Project").

The Consultant will conduct all research necessary to provide a thorough cost-benefit analysis of the City's options for providing these services. The goals for the study are to 1) improve services to residents, developers, builders, and contractors performing work in the City of College Park (and neighboring jurisdictions who elect to contract with the City for said services), 2) reduce timeframes associated with these services, 3) increase efficiency and work flow and reduce redundant services, 4) standardize review of applications for permits, and 5) avoid repeated reviews that result in multiple revisions of plans and unnecessary expense. The Consultant shall recommend the most efficient and effective method of providing these services within the City (and neighboring jurisdictions who elect to contract with the City for said services). The scope of work shall include:

Analysis Phase

19. A review and description of existing services provided by the City and Prince George's County DPIE. Meet with the City Manager, Engineer, Directors of Planning, Community and Economic Development, and Public Services, and the City Attorney to fully understand the current system and gain information for alternatives. Meet with County and/or M-NCPPC representatives as deemed advisable, and other municipalities, such as Laurel, that operate their own building departments.
20. Identification of strengths and weaknesses of current County processes pertaining to work within municipalities.
21. Review of liabilities associated with the transfer of authority and the steps required to minimize risk to the City.
22. Identify annual revenue from building permits from the last 10 years at minimum (to reflect both more and less active times for development in the City), that the City would have received had building permits been issued only by the City, and the revenue the City would have received had building permits been solely issued by the City; and compare to annual expenditures the City would have expended for providing and performing the County equivalent of building code permitting and inspection services.
23. Identify and work with focus groups, including users, to identify strengths and weaknesses of current process and potential improvements

Report Phase

24. Propose options for consideration by the City and include an assessment of costs and benefits and organizational plans associated with each option. Options may include the

provision of full or limited services and the use of City staff vs. contractors and third-party inspection. Take into consideration the required coordination with M-NCPPC and the Planning Board.

25. Propose an implementation plan and timeline for each recommended option.
26. Propose a schedule of City fees for permit application, review and inspection services. Compare to County fees.
27. An implementation plan and timeline for each recommended option.
28. Proposed optional organizational plans, with cost-benefit analysis for providing these City services
29. Attend a meeting with the Mayor and Council as requested.

30. Identification of strengths and weaknesses of current County processes.
31. Review of legal issues and liability associated with the transfer of authority and the steps required to remove any legal impediments.
32. Identify annual revenue from building permits from the last ten (10) years the City would have received had building permits been solely issued by the City and compare to annual expenditures the City would have expended for providing and performing the County equivalent of building code permitting and inspection services.
33. Propose options for consideration by the City and include an assessment of costs and benefits associated with each option. Options may include the provision of full or limited services and the use of City staff vs. contractors and third-party inspection. Take into consideration the required coordination with M-NCPPC and the Planning Board.
34. Propose a schedule of fees for service, permit, and inspection to sustain the optional levels of services. Compare to County fees.
35. An implementation plan and timeline for each recommended option.
36. Proposed organizational charts to correspond with each option.

The Scope of Services is more particularly described in the proposal from Consultant dated _____ 2020, which is attached hereto and incorporated herein as Exhibit A.

3. Dates of Work. The Consultant agrees to commence work within five days of notice to proceed and to complete the work within _____ of notice to proceed. All work shall be performed pursuant to the work schedule developed and submitted by the Consultant in coordination with the City. It is understood by the parties hereto that time is of the essence in the completion of the services under this contract.

4. Contract Price. The City agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of all obligations under this Agreement, a sum not to

exceed _____, which shall include all incidental costs including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams and photographs.

Additional services related to this project shall be provided by the Consultant on an as-needed basis as directed by the City in writing. Such services shall be billed to the City at the hourly rates established in attached Exhibit A,. Invoices for payment of services may be submitted on a monthly basis and must be supported by a summary of work completed and any other documentation required by the City. Invoices will be paid after approval by the Finance Director. In no event shall the amount billed by the Consultant exceed that amount attributed to the work completed as of the date of the bill.

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

Exhibit A Consultant Proposal dated
RFP 20-03.
Required affidavits and certifications
Schedule of Work

In the event of a conflict between the Contract Documents and the Agreement, the terms of this Agreement shall prevail.

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

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further

recognize that Consultant, as an independent Consultant of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Consultant is deemed not to be an independent contractor by any local, state or federal governmental agency, Consultant agrees to indemnify and hold harmless the City for any and all fees, taxes, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

7. **Insurance.** Consultant will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, professional errors and omissions insurance, automobile insurance and workers' compensation insurance with limits of not less than those set forth below, issued by an insurer authorized to do business in Maryland. On each policy except for workers compensation and professional errors and omissions, Consultant will name the City of College Park as an additional insured.

A. Comprehensive General Liability Insurance

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

All insurance shall include completed operations and contractual liability coverage.

B. Professional Errors and Omissions Insurance. The Consultant shall maintain a policy with limits of not less than \$1,000,000.00 each occurrence/aggregate.

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

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

Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the City under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City within ten (10) days following the execution of this contract and prior to commencement of any work. The Certificate shall demonstrate that the Consultant has complied with the requirements of this section and be in a form acceptable to the City. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

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

The Consultant shall also furnish to the City a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the City. Coverage will be primary and noncontributory with any other insurance and self-insurance.

8. Indemnification. The Consultant shall indemnify and save harmless the City, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including attorneys' fees, arising directly or indirectly out of the performance of the

contract, whether caused by the negligent or willful act or omission on the part of the Consultant, its agents, servants, employees and subcontractors.

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

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

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

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

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

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

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

16. **Relief.** The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the City, and further recognizes that in such event monetary damages may not be available to, or fully compensate, the City. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the City's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Consultant from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.

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

breach of this Agreement. In such event, the City may give notice to the Consultant to cease work until the cause for such order has been eliminated. Should the Consultant fail to correct such default

within 10 days of the date on which Consultant receives written notice from the City specifying in reasonable detail the nature of Consultant's non-performance, or within 24 hours after receipt of notification concerning a default involving acts or omissions by Consultant agents, servants or employees that cause a hazard, shall constitute a breach of this Contract. In such event, the City may give notice to the Consultant to cease work if the cause for such order has not been eliminated within such 10-day period or 24-hour period as appropriate. Should the Consultant fail to correct such default within such 10-day or 24-hour period, the City may terminate this Contract.

This provision shall not limit the City in exercising any other rights or remedies it may have under applicable law.

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

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

Scott Somers
City Manager
8400 Baltimore Avenue
Suite 375
College Park, MD 20740

20. **Costs.** The prevailing party as determined by a court of competent jurisdiction shall be entitled to attorneys' fees and costs incurred in any actions or claims brought to enforce this Agreement, or for damages hereunder.

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

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

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

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

25. **Non-Discrimination.**

A. The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affilia-

tion or any other factors not related to the ability to perform the work is expressly prohibited.

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

26. Equal Benefits.

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

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

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

27. Materials.

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

B. Materials independently developed and owned by the Consultant or by other authors

and third parties, and which may be used in the fulfillment of this Agreement, remain the property of their authors or owners. Subsequent use of such materials by the City shall require written permission of the Consultant or other author(s) thereof.

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

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

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

WITNESS:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

WITNESS:

_____ By: _____

20-R-13

Dedication of Amherst Avenue
as a Publicly Dedicated
Street

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



AGENDA ITEM 20-R-13

Prepared By: Suellen M. Ferguson
City Attorney

Meeting Date: 05/12/2020

Presented By: Suellen M. Ferguson

Consent Agenda: No

Originating Department: Department of Planning, Community & Economic Development

Action Requested: Approval of a Resolution to accept the dedication of Amherst Avenue as a publicly dedicated street/right-of-way, based upon the delineations in the Johnson & Curriden's Subdivision of College Park

Strategic Plan Goal: Goal # 4: Quality Infrastructure

Background/Justification:

There has been a good deal of resident interest in an area off of Columbia Road which has been informally called the Sentinel Swamp Sanctuary. This is an undeveloped swampy area that houses a number of animal, aquatic and plant species resulting in a bio-diverse place. There has been interest in the City in taking jurisdiction of this area to preserve and study it. The title to this area has been researched. Apparently, this property was publicly dedicated as Amherst Avenue, a street/right-of-way, based upon the delineations in the "Johnson & Curriden's Subdivision of College Park", recorded among the Land Records of Prince George's County, Maryland in Liber JWB 5 at Folio 479 and in Plat Book A as Plat Number 50, and being more particularly described in the Maryland State Plane Datum, NAD83 (2011). The Amherst Avenue right-of-way is also described in a survey and sketch dated May 6, 2020, by Charles P. Johnson & Associates, Inc., which is attached to this staff memorandum. In order to exercise jurisdiction over this right-of-way area, it is necessary for the City to accept the dedication and exercise dominion and control for use, preservation and study. The attached Resolution 20-R-13 authorizes the acceptance of this dedication.

Fiscal Impact:

Once the right-of-way is accepted, the City will be required to maintain it, which will involve additional costs to the Public Works Department. The full fiscal impact will depend on the use that Mayor and Council decide to make of the dedication area.

Council Options:

1. Approve Resolution 20-R-13 to accept the dedication of Amherst Avenue.
2. Approve alternate terms for the acceptance of the dedication
3. Do not approve acceptance of the dedication.

Staff Recommendation:

#1

Recommended Motion:

I move to accept the dedication of Amherst Avenue as a publicly dedicated street/right-of-way, based upon the delineations in the "Johnson & Curriden's Subdivision of College Park", recorded among the Land Records of Prince George's County, Maryland in Liber JWB 5 at Folio 479 and in Plat Book A as Plat Number 50, and being more particularly described in the Maryland State Plane Datum, NAD83 (2011), and further described in a survey and sketch dated May 6, 2020, by Charles P. Johnson & Associates, Inc., and to exercise jurisdiction, dominion and control of the area.

Attachments:

1. Resolution 20-R-13
2. Survey and sketch dated May 6, 2020, from Charles P. Johnson & Associates, Inc.

**RESOLUTION OF THE MAYOR AND COUNCIL
OF THE CITY OF COLLEGE PARK TO ACCEPT THE DEDICATION OF
AMHERST AVENUE AS A PUBLICLY DEDICATED STREET, BASED UPON THE
DELINEATIONS ON THE SUBDIVISION PLAT ENTITLED " JOHNSON &
CURRIDEN'S SUBDIVISION OF COLLEGE PARK "**

WHEREAS, pursuant to §5-202 of the Local Government Article, Annotated Code of Maryland, the City of College Park (hereinafter, the “City”) has the power to take those actions as it deems necessary to assure the good government of the City; protect and preserve the City's rights, property, and privileges; preserve peace and good order; secure persons and property from danger and destruction; and protect the health, comfort, and convenience of the residents of the City; and

WHEREAS, by virtue of the recordation on a subdivision plat entitled "Johnson & Curriden's Subdivision of College Park", recorded among the Land Records of Prince George's County, Maryland in Liber JWB 5 at Folio 479 and in Plat Book A as Plat Number 50, and being more particularly described in the Maryland State Plane Datum, NAD83 (2011), a right-of-way area designated as Amherst Avenue was dedicated to the public use; and

WHEREAS, the Amherst Avenue delineated on the said subdivision plat as recorded is described in a survey and sketch dated May 6, 2020, by Charles P. Johnson & Associates, Inc.; and

WHEREAS, the street/right-of-way area dedicated as Amherst Avenue requires regulation and maintenance to benefit the surrounding properties, City residents, and the environmental health and variety of the area; and

WHEREAS, the Mayor and Council have determined that it is in the public interest to accept Amherst Avenue as a publicly dedicated street/right-of-way, based upon the delineations on the said Subdivision Plat.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of College Park that the dedication of Amherst Avenue as a publicly dedicated street/right-of-way, based upon the delineations in the "Johnson & Curriden's Subdivision of College Park", recorded among the Land Records of Prince George's County, Maryland in Liber JWB 5 at Folio 479 and in Plat Book A as Plat Number 50, and being more particularly described in the Maryland State Plane Datum, NAD83 (2011), and further described in a survey and sketch dated May 6, 2020, by Charles P. Johnson & Associates, Inc., attached hereto and incorporated herein by reference, be and it is hereby formally accepted to exercise jurisdiction, dominion and control thereon.

ADOPTED by the Mayor and City Council of the City of College Park, Maryland at a regular public meeting on the 12th day of May, 2020.

EFFECTIVE the 12th day of May, 2020.

WITNESS:

THE CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

Patrick L. Wojahn, Mayor

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

Suellen M. Ferguson, City Attorney

Description of

**Residue of Amherst Avenue
In the City of College Park, Maryland**

**An area also known as
“Frog Pond”**

**Berwyn (21th) District
Prince George’s County, Maryland**

Being part of the land labelled “Amherst Avenue” on a subdivision record plat entitled “Johnson & Curriden’s Subdivision of College Park” and recorded among the Land Records of Prince George’s County, Maryland in Liber JWB 5 at Folio 479 and in Plat Book A as Plat Number 50, and being more particularly described in the Maryland State Plane Datum, NAD83 (2011) as follows

Beginning for the same at a point at the south-easterly corner of Lot 5, Block 1, as shown on said subdivision record plat, and running thence with and binding on the easterly or rear lot line of said Lot 5, Block 1, and also the easterly or rear lot lines of Lots 1 through 4, Block 1, as shown on said plat, the following course and distance

1. North 16°15’21” East, 225.00 feet to a point on the southerly boundary of the “Old Town Playground”, property of the City of College Park, and running thence, with and binding on said southerly boundary line, the following course and distance
2. South 73°44’39” East, 96.57 feet to a point on the westerly boundary line of the property of CSX Transportation Inc. (formerly the B&O Rail Road, as shown on said plat), and running thence with and binding on said westerly boundary line, the following course and distance
3. South 17°55’00” West, 225.09 feet to a point at the end of the fifth (5th) or 77.5 feet line of Parcel II described in a deed from Richard L. MacPherson, et al., to

Description of
Residue of Amherst Avenue
In the City of College Park, Maryland
An area also known as
"Frog Pond"
Berwyn (21th) District
Prince George's County, Maryland

Page 2 of 2

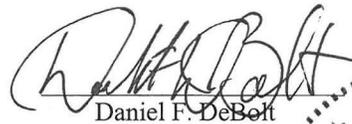
Washington Metropolitan Area Transit Authority, a body corporate and politic, dated September 26, 1985 and recorded among the aforesaid Land Records in Liber 6208 at Folio 971, and running thence with and binding on said fifth deed line, the following course and distance

4. North 73°44'39" West, 90.05 feet to the point of beginning, containing 20,994 square feet or 0.4820 of an acre of land.

Surveyor's Certificate

I hereby certify that this description, and its associated sketch, was prepared by me in compliance with requirements set forth in 09.13.06.12 of the COMAR Regulations.

Date: 5/6/20



Daniel F. DeBolt
Property Line Surveyor
Maryland Reg. No. 526
Exp.: 2/17/2021



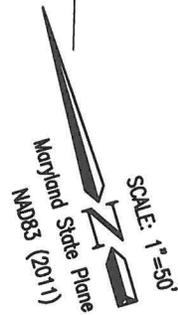
Sketch of

Residue of Amherst Avenue In the City of College Park, Maryland

An area also know as "Frog Pond"

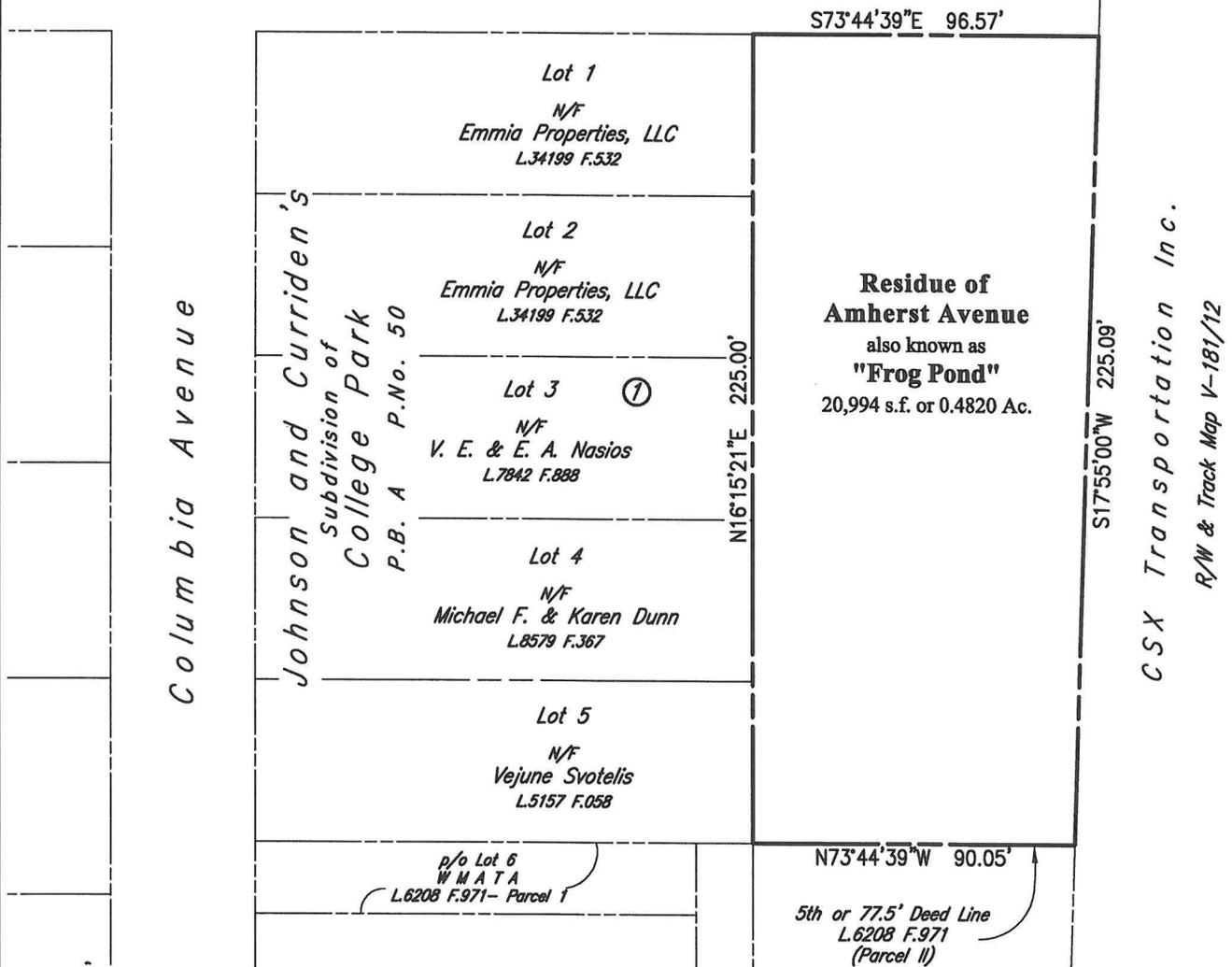
Berwyn (21th) District
Prince George's County, Maryland

May, 2020 Scale: 1" = 50'



College Avenue

"Old Town Playground"
City of College Park



Daniel F. DeBolt
Registered Property Line Surveyor
Maryland No. 526
Exp.: 2/17/2021

CPJ Charles P. Johnson & Associates, Inc.
Civil and Environmental Engineers • Planners • Landscape Architects • Surveyors
1751 Elton Rd., Ste. 300 Silver Spring, MD 20903 301-434-7000 Fax: 301-434-9394
www.cpja.com • Silver Spring, MD • Gaithersburg, MD • Annapolis, MD • Greenbelt, MD • Frederick, MD • Fairfax, VA