



TUESDAY, JANUARY 28, 2020
CITY OF COLLEGE PARK
DAVIS HALL – 9217 51ST AVENUE

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 Dennis
3. **ROLL CALL**
4. **ANNOUNCEMENTS**
5. **CITY MANAGER’S REPORT**
6. **ACKNOWLEDGMENTS**
7. **PROCLAMATIONS AND AWARDS**
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. **PRESENTATIONS:**
 - A. Presentation on FY '19 Audit – Lindsey + Associates, auditors
11. **PUBLIC HEARINGS:**
 - A. Public Hearing on Ordinance 20-O-01, an Ordinance of the Mayor and Council of the City of College Park, Amending City Code Chapter 119, “Refuse, Yard Waste, Solid Waste and Special Trash;” Chapter 161, “Recycling;” and Chapter 110, “Fees and Penalties,” to make changes to the collection of Special Trash, to prohibit placement of materials at properties that did not generate the materials, to set fees for collection and fees for Refuse, Recycling and Yard Waste receptacles, to set penalties for violations, and to consolidate Recycling provisions into Chapter 161

- B. Public Hearing on Ordinance 20-O-02, an Ordinance of the Mayor and Council of the City of College Park, Amending City Code Chapter 119, "Refuse, Solid Waste and Special Trash" and Chapter 110, "Fees and Penalties," to change how bulky trash is collected, to set fees for collections of an excess number of items, and to set penalties for violations.

PRESENTATION: Presentation of Quarterly Financial report – Gary Fields, Director of Finance

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-09 | Approval of a task order under the on-call engineering services contract with Greenman-Pederson, Inc. in the amount of \$55,448.58 for design of Princeton Avenue pedestrian improvements | Motion By:
To:
Second:
Aye:
Nay:
Other: |
| 20-G-10 | Approval of modifications to Permit Parking Zone 4A on a portion of Cherokee Street to add a visitor's parking zone for residents of the Townhouses on Cherokee Street. | |
| 20-G-11 | Approval of a letter to the Secretary of the Maryland Department of Transportation with City comments on the draft 2020-2025 Consolidated Transportation Program (CTP) | |
| 20-G-18 | Award of Contract to Altenergy, Inc. of Upper Marlboro, MD in the amount of \$79,844 for the design, installation and maintenance of a Solar Photovoltaic System at the Department of Public Works Landscape Garage - Robert Marsili, Director of Public Works | |
| 20-G-19 | Award of contracts for the purchase and replacement of one (1) 2020 Freightliner Refuse Truck Rear Load Packer to Sourcewell, Contract #112014-NWY for \$227,092.99; AND and to Criswell Chevrolet (riding Montgomery County Contract #1065341) for \$160,058.64 for two (2) Chevy Bolt Electric Vehicles and (2) 2020 Chevy Silverado pick-up trucks with snow equipment packages, funded from CIP Account Number 925061 for a total of \$387,151.63 – Robert Marsili, Director of Public Works | |
| 20-G-13 | Approval of a letter of support for PG-401-20 – Prince George's County – Authority to impose fees for use of disposable bags | |
| 20-G-14 | Approval of a letter of support for PG-402-20 – Prince George's County – State Highways – Toll Facilities | |
| 20-G-15 | Approval of the FY2021 budget guidelines and financial policies as presented in the attached staff report including maintaining the | |

City's Homestead Tax Credit Rate at 0% for FY2021, providing the maximum tax relief from this credit.

- 20-G-20 Award of contract not to exceed \$56,000 to Greenman–Pedersen, Inc., for design and engineering specifications for the construction of a park facility on the Odessa outlot in the Sunnyside neighborhood, subject to approval by the City Attorney and authorize the City Manager to sign.
- 20-G-21 Approval of minutes from the November 6, 2019 Worksession and the November 12, 2019 Regular Meeting

13. ACTION ITEMS

- 20-G-16 Approval of Change Order #2 to the Agreement with Davis Construction for site development work for the City Hall Project – Scott Somers, City Manager
Motion By:
To:
Second:
Aye: Nay:
Other:
- 20-G-12 Approval of a letter of support with amendments for SB 209 – Criminal Law – Unruly Social Gatherings - Civil Penalties
Motion By:
To:
Second:
Aye: Nay:
Other:
- 20-O-01 Adoption of 20-O-01, an Ordinance of the Mayor and Council of the City of College Park, Amending City Code Chapter 119, “Refuse, Yard Waste, Solid Waste and Special Trash;” Chapter 161, “Recycling;” and Chapter 110, “Fees and Penalties,” to make changes to the collection of Special Trash, to prohibit placement of materials at properties that did not generate the materials, to set fees for collection and fees for Refuse, Recycling and Yard Waste receptacles, to set penalties for violations, and to consolidate Recycling provisions into Chapter 161, to become effective May 1 (this Ordinance replaces 19-O-14) – Robert Marsili, Director of Public Works
Motion By:
To:
Second:
Aye: Nay:
Other:
- 20-O-02 Adoption of Ordinance 20-O-02, an Ordinance of the Mayor and Council of the City of College Park, Amending City Code Chapter 119, “Refuse, Solid Waste and Special Trash” and Chapter 110, “Fees and Penalties,” to change how bulky trash is collected, to set fees for collections of an excess number of items, and to set penalties for violations, to become effective May 1 – Robert Marsili, Director of Public Works
Motion By:
To:
Second:
Aye: Nay:
Other:
- 20-G-17 Appointments to Boards and Committees
Motion By:
To:
Second:
Aye: Nay:
Other:

- 13. MAYOR AND COUNCILMEMBER REPORTS/COMMENTS**
 - 14. STUDENT LIAISON'S REPORT/COMMENTS**
 - 15. CITY MANAGER'S REPORT/COMMENTS**
 - 16. GENERAL COMMENTS FROM THE AUDIENCE**
 - 17. 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.

PRESENTATION

FY2019 Audit

PUBLIC HEARING

20-O-01

Bulk and Special Trash

**Written Comment
for Ordinance
20-O-01 and 20-O-02**

Carol Nezzo <carolnezzo@gmail.com>
4600 Amherst Road, College Park, MD - Jan. 24, 2020

Dear City Council of College Park,

Here addressed are Ordinances 20-O-01 and 20-O-02.

**“Taxes pay and services work well” is what I tell potential College Park home owners.
“You get your money’s worth.”**

City Council, please do continue and embellish all the useful ways that Public Services presently lives up to its name. Do not instigate fees here and there. Don’t allow resident worries about where to take used motor oil or about counting items for recycling, landfill and other discards. Encourage sustainability as citizens keep up their homes, not charging them for compost, discarding worn-out appliances, etc. where they might begin to say **“I want my tax money back.”**

II

Concerning citizen collaboration

Good government is a collaboration among diverse citizens, including members of City Council. Professionals can help collaboration develop - when collaboration truly is a goal.

I note absence for citizens of timely and widely announced Ordinance descriptions. And I note absence of recruitment for citizen collaboration:

+The back of January Municipal Scene confusingly announced “Canceled,” without Ordinance details.

+Ordinances came late and were hard to read.

+Finally, Notice of Public Hearings through email Jan.17 clearly described the Ordinances. Thank you.

Please continue to use our taxes, without charging additional fees and without reducing services.

Thank you for reaching out to citizens as many of you have been doing. Now, please work to bring about truly effective collaboration with citizens.

Carol Nezzo, Ph.D. (301) 864-5267

PS One idea for our wonderful Public Works is that they instigate sustainable plans such as routinely working with organizations and individuals who reuse, renovate, use parts from our discards. For example, I was very happy when I found that Public Works had sent an interested small business to take my old washing machine to recondition or use parts. Public Works had created that procedure so that the machine did not go to Landfill. Bravo!

There are other ideas for Public Works. These thoughts include - but are not limited to only my ideas because lots of citizens have many creative thoughts:

Use pods for discards, turning trash to treasure.

Warehouse, again turning trash to treasure.

Offer learning including visits to City/County services.

Offer sustainability classes such as "Drawdown."

Potential College Park home owners often walk on my sidewalk and they ask me about the City, the neighborhood, the street, the schools. I want to be able to continue to tell potential home owners that I really appreciate services from Public Works. "Our taxes pay so Public Works is there for us - to help by phone, to help in the Davis Hall location, and especially to help at home - with frequent useful pick up.

"Taxes pay and services work well.

You get your money's worth."

Welcoming folks to my home, to my community, to College Park is a joy! Please support me to embellish and continue a big warm embrace for those considering purchasing a home.

Let me continue to tell them **"Taxes pay and services work well."**

Neighbors told me years ago that "College Park is a wonderful place to live. Yes, do buy a house here." They cited - and to this day still do relate - that there are practical helpful amenities. I myself tell people " there is a fantastic local school, our environment feels good in the trees, City services are friendly, frequent and extremely helpful for home owners.

Potential College Park home owners often walk on my sidewalk and ask me about the City, the neighborhood, the street. I want to be able to continue to tell them that I really appreciate services from Public Works. "Public Works is there to help by phone, in the Davis Hall location, and especially at the house - with frequent useful pick up service."

"Taxes pay and services work well." "You get your money's worth."

Yvette Allen

From: Nicole Sieck <sieck.nicole@gmail.com>
Sent: Tuesday, January 7, 2020 9:10 PM
To: cpmc
Subject: Bulk Waste Policies

Dear Mayor and Council Members,

We hope this email finds you well. The purpose of this email is to express our concern about the city's current bulk waste policies which are unfair, expensive, unsustainable and environmentally destructive.

Given the current environmental crises around waste, we believe that it is important that cities take the initiative in working with residents to reduce the amount of waste created. Policies that create incentives for residents to minimize waste generation are a way to reduce waste, as this will not happen on its own, as evidenced by the fact that the amount of bulk trash has been increasing over the years. In terms of fairness, there are individuals abusing the system which is unfair to the residents that use the bulk trash services to a limited degree. There has been concern expressed about landlords and it would possibly be beneficial for the city to work with landlords to figure out a way to incorporate a way for the renters to pay for the service if it is needed. However, we do not feel that the city should continue to support such wasteful practices.

We already know that this is an issue so we think that some of the arguments about needing more data are just a way to put off moving forward. A new policy such as the one being discussed by the Mayor and Council Members may help to educate the citizens of College Park about the issue of excess waste.

Thank you for considering this issue and we hope the city can move forward with a change in the bulk waste policy.

Kind regards,
Nicole and Caleb Sieck

9400 52nd Ave.

--

Nicole Sieck, Au.D., CCC-A
PhD

Yvette Allen

From: Molly MacLaren <molly@frontporchcreative.com>
Sent: Tuesday, January 7, 2020 10:34 AM
To: cpmc
Subject: Please vote for bulk trash limits

Hi College Park Mayor and Council Members—

I reside in District 3 and I support having limits on bulk trash in the city. I believe it will encourage people to re-use and recycle. I've also seen the policy abused several times on my own street. Twice, it appeared that the contents of the entire house were left on the street for the City to deal with. It's simply unfair to pass that kind of cost off to the citizens.

thank you,
Molly MacLaren
4609 Drexel Road
mollymaclaren@gmail.com
757.810.0286

Yvette Allen

From: Caroline J Wick <caroline.wick@gmail.com>
Sent: Tuesday, January 7, 2020 9:17 AM
To: cpmc
Subject: Strong Support for Limitations on Pick Up of Residents' Bulk Trash

Good morning, Mayor and Council,

I am writing to express my strong support for the City to impose limits on pick up of residents' bulk trash.

As you know, currently, the city's policy on bulk trash places no limits on the amount of bulk trash that can be put out for city pickup at a residence, and there are also no limits on the number of times a resident can call for bulk trash pickup. This leads a small percentage of residents to abuse the bulk trash pick-up system.

The City's own Department of Public Works supports setting some limits on bulk waste pickup. This is for financial, logistical, and environmental reasons. When DPW presented to Committee for a Better Environment, DPW mentioned multiple concerns, including concerns about their own workers' safety and about residents abusing the bulk trash system. (I am a member of CBE, but I am writing this email in my individual/personal capacity.)

In the interest of sustainability and fairness, I support limitations on bulk trash.

- With respect to sustainability, City policies should incorporate incentives for residents to minimize waste generation. Financial incentives have been shown to be among the most effective incentives for modifying resident behaviors.
- With respect to fairness, the current system is unfair. A small number of very heavy bulk trash users should not be subsidized by the vast majority of residents who rarely use bulk trash pickup. Residents should not be subsidizing businesses (landlords, contractors). The only individuals who would be significantly impacted by the proposed modest changes to a cap/fee structure would be those who have been benefiting financially for years from heavy subsidies by fellow residents.

Thank you,
Caroline Wick
4806 Erskine Road

Yvette Allen

From: Arun Ivatury <aivatury@gmail.com>
Sent: Tuesday, January 7, 2020 7:47 AM
To: cpmc
Subject: Bulk trash

Mayor Wojahn, Councilmember Rigg, Councilmember Day and all: Wanted to reiterate my support for limits on bulk trash and a robust program program around trash reduction. I hope you'll support this. I'd be very willing to move to a usage fee-type model for trash. We typically produce much more recycling material than landfill waste each week, and like the idea of paying less on account of our more modest trash output - all while creating incentives that will produce major reductions in trash overall! I think it's a great idea for College Park to lead on this.

Thanks
Arun Ivatury
6705 Rhode Island Ave

Janeen S Miller

From: Eric Maring <maringmusic@gmail.com>
Sent: Monday, January 06, 2020 2:00 PM
To: cpmc
Subject: Re: Improve equitability in bulk trash policies

Hi Mayor, Happy New Year. I'd like to add my voice to this issue as well. The load and size of household things being put on the sidewalk every fall is awe-inspiring. Enacting a fee structure is fair and would change all of our behaviors and lessen the environmental impact.

Thank you,
Eric Maring

----- Forwarded message -----

From: Lis Maring <lismaring@gmail.com>
Date: Fri, Jan 3, 2020 at 5:53 PM
Subject: Improve equitability in bulk trash policies
To: <cpmc@collegeparkmd.gov>

Dear Mayor Wojahn and City Council members:

I am writing to express my support for putting limits on the city's bulk trash policies. As long time homeowners and members of the community, I appreciate the services that are provided by the City of College Park. The staff is incredibly responsive to our needs and reliable when we require bulk trash pick up. Upon learning about the discussion on bulk trash policies, I was dismayed to learn that there are no limits to the amount of waste each house can create, and no limits on how often the city will come to pick up bulk waste at no charge. It was not something I had considered before, but as a homeowner, this system seems unfair given the amount of waste is so disproportionate. The current system does not incentivize homeowners, renters, or landlords to minimize the amount of waste they produce nor to try to sell or upcycle used items, but rather the current system incentivizes trashing items and adding to landfill. I support the effort to set up a fee structure to disincentivize carelessly trashing bulk items. I hope the city council will act to support those of us who live here and those who work for the city. With a fee structure, landlords and students can still trash furniture and other items, but may think twice about other options.

I believe that a better bulk trash policy would be a much more welcomed income generator than parking tickets and it has the potential to improve sustainability and fairness in the City of College Park.

Best,
Lis Maring
4609 Guilford Road
District 3

Janeen S Miller

From: Allison Hughes <allisonih@gmail.com>
Sent: Monday, January 06, 2020 10:01 AM
To: Janeen S Miller; Yvette Allen
Subject: Support for bulk trash pick up caps

Good morning,

I'm writing in support of putting limits on bulk trash pick ups by the city. My observation is that there are a few houses that abuse this service and it's not fair that the rest of us have to bear the financial burden of their wastefulness. City policies should include education about recycling and donation, and fees for excessive bulk trash pick up to reduce waste generation.

I am strongly in favor of caps and fees for bulk trash pick ups in College Park.

Thank you for your consideration,
Allison Hughes
6705 Rhode Island Ave

AllisonSings.com

PaintBranchCreek.com
unchoir.com
CollegeParkChorale.org

Janeen S Miller

From: Andrea McNamara <andreamcnamara8@gmail.com>
Sent: Saturday, January 04, 2020 2:44 PM
To: cpmc
Subject: Re: Bulk Trash Policy

Dear Mayor and Council,

I'm writing to you regarding the City's bulk trash policy. Our city's current bulk waste policies are unfair, expensive, unsustainable, and environmentally destructive. The current system provides no incentive for decreasing waste, and I am displeased by how unfair the current system is for residents who dispose of bulk trash on a limited basis as those who dispose of a lot of bulk trash pay the same as those who do not. A small number of very heavy bulk trash users should not be subsidized by the vast majority of residents who rarely use bulk trash pickup. Residents should not be subsidizing businesses (landlords, contractors), and residents who are continuous abusers of the system. I am asking you to implement a cap/fee structure and update our policy. The only individuals who would be significantly impacted by the proposed modest changes to a cap/fee structure would be those who have been benefiting financially for years from heavy subsidies by fellow residents.

Additionally, I believe implementing this structure would protect our city's staff from the mounds of contaminated trash and dangerous items that are dumped in piles regularly in front yards. Not only is it dangerous to the city staff, but it is an eyesore to the community.

The calling of public servants is not to protect the interest of a few, but to serve and protect the community at large. I ask that you consider the many residents who are negatively impacted by our current system, and implement a cap/fee structure to this policy.

Thank you for your service and consideration.

Best regards,

Andrea McNamara
Resident of Calvert Hills

Janeen S Miller

From: Leo Shapiro <leoshapiro99@gmail.com>
Sent: Saturday, January 04, 2020 11:49 AM
To: cpmc
Subject: revised bulk trash policies

Dear Mayor & Council,

I am writing regarding the proposed changes to bulk trash pick-up policies in College Park.

The broad issues I see here are two-fold. First, we need to rapidly move out of the dark ages with respect to thinking about environmental sustainability. With respect to waste, this means reducing our waste production. The City is in an excellent position to incentivize this by having a cost associated with excessive waste production, but the current system completely fails to do this. Who says there is no such thing as a free lunch? Landlords and less ethical local contractors know that the City of College Park will provide just that, picking up however much garbage they wish to generate at no additional cost. This is not a system most people would try to defend if we were starting from scratch, but it's how things have been done for a long time. It's time to move to a rational system in which excessive waste production is no longer decoupled from costs for the producers of that waste.

The second issue is one of basic fairness. The vast majority of households come nowhere close to the (absurdly generous) limits you are considering imposing for free bulk trash pick-up. It is no secret that the small fraction of households abusing the current system are mainly rental houses, as well as some houses associated with unethical contractors who have found an easy way to reduce their cost of doing business. Who is subsidizing these landlords and contractors who are legally (or in the case of contractors, perhaps illegally) evading paying their share of the costs associated with these bulk trash pick-ups? I am, along with every other taxpayer in College Park, although most of us probably do not ourselves call for a single bulk trash pick-up most years. When we use resources such as electricity, water, or gas, we are expected to pay for what we use. We pay more if we use more--and we certainly don't ask our fellow residents to subsidize our unlimited use of these resources. Why should bulk trash pick-up be different?

To be honest, I am astonished and saddened that there is any serious disagreement about this issue on the City Council. The current policies clearly make no sense from either the perspectives of developing rational policies to promote environmentally responsible practices or pursuing the goal of basic fairness for your constituents—and your constituents are *all* of us, not just landlords who would like to make sure you don't take away the very generous subsidies they have been enjoying all these years. Watching a recorded discussion of this topic, I heard one council member express a concern that the (extremely modest!) proposed bulk trash policies could have a significant financial impact on some landlords and suggest that instead of actually making any changes, what we need is “more study”. Such stalling would surely please many City landlords, but we already have plenty of data in hand to support taking these first steps. If the proposed changes significantly impact some landlords, that is simply evidence that taxpayer subsidies of their abuses have been significant and that we can't make these changes quickly enough. Why should landlords not be asked to bear the actual cost of doing business?

In summary, in the interests of promoting environmentally sustainable practices and basic fairness for your constituents, I urge you to take this very modest first step of instituting limits on free bulk trash pick-up. These are issues of rapidly growing concern to College Park residents and we are counting on you, our elected representatives, to take these steps and more to build a brighter future for our City and beyond. The time for "business-as usual" is behind us.

Thanks you,

Leo Shapiro
6907 Rhode Island Avenue
College Park, MD 20740

Janeen S Miller

From: Lis Maring <lismaring@gmail.com>
Sent: Friday, January 03, 2020 5:53 PM
To: cpmc
Subject: Improve equitability in bulk trash policies

Dear Mayor Wojahn and City Council members:

I am writing to express my support for putting limits on the city's bulk trash policies. As long time homeowners and members of the community, I appreciate the services that are provided by the City of College Park. The staff is incredibly responsive to our needs and reliable when we require bulk trash pick up. Upon learning about the discussion on bulk trash policies, I was dismayed to learn that there are no limits to the amount of waste each house can create, and no limits on how often the city will come to pick up bulk waste at no charge. It was not something I had considered before, but as a homeowner, this system seems unfair given the amount of waste is so disproportionate. The current system does not incentivize homeowners, renters, or landlords to minimize the amount of waste they produce nor to try to sell or upcycle used items, but rather the current system incentivizes trashing items and adding to landfill. I support the effort to set up a fee structure to disincentivize carelessly trashing bulk items. I hope the city council will act to support those of us who live here and those who work for the city. With a fee structure, landlords and students can still trash furniture and other items, but may think twice about other options.

I believe that a better bulk trash policy would be a much more welcomed income generator than parking tickets and it has the potential to improve sustainability and fairness in the City of College Park.

Best,
Lis Maring
4609 Guilford Road
District 3

Janeen S Miller

From: Mark D. Hill <markhill@umd.edu>
Sent: Friday, January 03, 2020 1:19 PM
To: cpmc
Subject: Bulk Trash

Dear Mayor and City Council-

I want to go on record as very strongly being in favor of a cap and fee structure for bulk trash pick-up in our city. In the interests of becoming a more sustainable community, encouraging recycling, and minimizing unconscious and wasteful discarding of large items unnecessarily a new system that incentivises conservation and reduction of trash would be a welcome change. It is so apparent to me as I circulate in the neighborhood that the huge majority of large and bulk trash is generated by rental properties with a large turnover of clientele, temporary residents that presumably may not have any vested interest in local environmental issues, and are often students who have furnished their rentals with "disposable" furniture and appliances. Every May the curbs of many of these properties are piled high with bulk trash items. The costs of the pick-up and disposal of this large amount of items should be borne either by the renters themselves or the landlords that own the properties. A cap and fee structure would be a more equitable and fair system of bearing the cost of bulk trash in our city. Please give every possible consideration to adopting a more creative and forward looking approach.

Sincerely,

Mark Hill
6803 Rhode Island Ave.
College Park

CITY OF COLLEGE PARK, MARYLAND
REGULAR COUNCIL MEETING



AGENDA ITEM 20-O-01

Prepared By: Scott Somers, City Manager
Robert Marsili, Public Works Director

Meeting Date: January 28, 2020

Presented By: Scott Somers, City Manager
Robert Marsili, Public Works Director

Originating Department: City Manager's Office

Action Requested: Hold a public hearing and consider adoption of Ordinance 20-O-01 regarding changes to Special Trash Collections

Strategic Plan Goal: Goal 2: Environmental Sustainability; Goal 6: Excellent Services

Background/Justification:

As a result of on-going discussions and presentations on Special Trash, and results of the meetings where Council introduced Ordinance 19-O-14 on October 22, 2019 and conducted the public hearing on November 6, 2019, staff conducted further review of the language in the ordinance. A new ordinance, 20-O-01 with respect to the collection of Special Trash, was introduced on January 14th with an effective date of May 1, 2020.

This ordinance includes the following provisions:

1. No Contractor-generated construction materials will be collected
2. Small home-improvement material generated by the resident that is set out in the manner required will be collected
3. Soft and Woody Yard Waste that is set out in the manner required will be collected
4. Soft and Woody Yard Waste that is oversized and requires the use of a crane will be charged at a cost of \$100 per pick up, per hour.
5. Certain materials set out for pick up will require a fee. These include:
 - a. Appliances - stoves, refrigerators, washers, dryers, dishwashers, dehumidifiers, furnaces, water heaters, grills, etc. - \$20 per item
 - b. Televisions and monitors - \$20 per item
 - c. Tires - \$4 per tire
6. Oversized, overweight, improperly sorted material, or pick-ups requiring use of a crane will be assessed a fee of \$100 per pick up, per hour. The City reserves the right to deny material pick up per discretion of Public Works Director.
7. Recycling Carts: The City will provide additional recycling carts at no charge

Decision Point:

8. Refuse Carts: The ordinance is written with two options regarding how many refuse carts the City will provide for free: one or two? Council is asked to decide on this at the time of adoption. Each additional refuse cart will be assessed at \$50 per year.

Additional provisions that are included:

- Collection fees must be paid in advance.
- Material must be placed in organized and safe manner separated into like materials. Materials improperly set out will not be collected.
- Residents may continue to drop off bulky refuse items at Public Works during clean-up events.
- Only mattresses wrapped in plastic or placed in a plastic mattress bag will be collected.

- The 25-log maximum will not apply to debris from branches or trees falling onto abutting property, if abutting property owner places at curb properly bundled
- Prohibition against placing special trash for collection at a property that did not generate it

These changes contribute to the City's sustainability efforts by encouraging residents to recycle and to reuse or donate items that are no longer used. City residents can also bring items for free to City clean-up events or to the Prince George's County landfill for disposal.

Fiscal Impact:

Fiscal impact will depend on Council direction. Removal of special trash items under the current program has a cost impact to City taxpayers. Any new fees would help to offset costs and improve the current inequitable system that allows and encourages overuse of an unlimited City service by certain residents.

Council Options:

1. Hold a public hearing and consider adoption of Ordinance 20-O-01 with a start date of May 1, 2020.
2. Hold a public hearing and consider adoption of Ordinance 20-O-01, with amendments.
3. Do not take any action at this time.

Staff Recommendation:

Option #1

Recommended Motion:

I move to adopt Ordinance 20-O-01 as drafted with a start date of May 1, 2020.

Attachments:

1. Ordinance 20-O-01

ORDINANCE
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK,
AMENDING CITY CODE CHAPTER 119, “REFUSE, YARD WASTE, SOLID
WASTE AND SPECIAL TRASH” BY CHANGING THE NAME OF THE
CHAPTER; REPEALING AND RE-ENACTING §119-1, “ADOPTION OF
REGULATIONS”, §119-3 “DUTIES OF OWNERS AND OCCUPANTS”, § 119-4
“MATERIALS ACCEPTABLE FOR COLLECTION”, §119-5
“RESPONSIBILITIES OF CITY”, §119-6, “SPECIAL TRASH”, §119-7,
“SAFEGUARDS FOR COLLECTORS”, §119-8, “TIPS AND GRATUITIES”, §119-9,
“RATES”, §119-10, “REFUSE CARTS AND RECYCLING CONTAINERS”, AND
§119-11, “CLEAN UP MONTH”, AND BY DELETING §119-12, “USED MOTOR
OIL RECYCLING” AND RENUMBERING §119-13, “VIOLATIONS AND
PENALTIES”; AMENDING CHAPTER 161, “RECYCLING”, BY CHANGING
THE NAME OF THE CHAPTER; REPEALING AND RE-ENACTING §161-2
“DEFINITIONS” AND §161-3, “DUTIES OF OWNERS AND OCCUPANTS
RECEIVING CITY SOLID WASTE COLLECTION SERVICES”, AND ENACTING
§161-9, “RECYCLING AND YARD WASTE CARTS”; AND AMENDING CHAPTER
110, “FEES AND PENALTIES”, BY REPEALING AND RE-ENACTING §110-1, “FEES
AND INTERESTS” AND §110-2, “PENALTIES”, TO CHANGE HOW SPECIAL
TRASH IS COLLECTED, TO PROHIBIT PLACEMENT OF MATERIALS AT
PROPERTIES THAT DID NOT GENERATE THE MATERIALS, TO SET FEES
FOR COLLECTION AND FEES FOR REFUSE, RECYCLING AND YARD WASTE
RECEPTACLES, AND PENALTIES FOR VIOLATIONS, AND TO
CONSOLIDATE RECYCLING PROVISIONS INTO CHAPTER 161

WHEREAS, §5-202 of the Local Government Article of the Annotated Code of Maryland provides that the Mayor and Council of the City of College Park have the authority to pass such ordinances as it deems necessary to preserve peace and good order, and to protect the health, comfort and convenience of the residents of the municipality; and

WHEREAS, the City Charter, Article VII, “Powers and Duties of Mayor and Council”, §C7-9, “Refuse collection and disposal service”, authorizes the Mayor and Council to pass such ordinances as may be necessary to provide for the establishment and maintenance of a refuse collection and disposal service; and

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

WHEREAS, the Mayor and Council adopted Chapter 119, “Refuse, Yard Waste, Solid Waste and Special Trash”, to establish and maintain a refuse collection and disposal service; and

WHEREAS, the Mayor and Council determined that it is in the public interest to amend Chapters 119 and 161 of the City Code to change how special trash is collected, to prohibit placement of materials at properties that did not generate the materials, to set fees for collection and fees for refuse, recycling and yard waste receptacles, and penalties for violations, and to consolidate recycling provisions into chapter 161.

Section 1. NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, that the title of Chapter 119, “Refuse, Solid Waste, Yard Waste and Special Trash” of the Code of the City of College Park be, and hereby is, amended to read as follows:

Chapter 119

Refuse, Solid Waste, [~~Yard Waste~~] and Special Trash

Section 2. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-3 “Duties of owners and occupants”, be and it is hereby repealed, reenacted and amended to read as follows:

§119-1, “Adoption of regulations” be and it is hereby repealed, re-enacted and amended to read as follows:

§ 119-1 [~~Adoption of regulations.~~] SCOPE

The ~~[following regulations have been adopted by the City Council governing the collection of refuse in the incorporated City of College Park]~~ COLLECTION OF REFUSE, YARD WASTE, RECYCLING, SOLID WASTE, AND SPECIAL TRASH IN THE CITY IS GOVERNED BY THE PROVISIONS OF THIS CHAPTER. COLLECTION OF RECYCLING AND YARD WASTE IS ALSO GOVERNED BY THE PROVISIONS OF CHAPTER 163, "RECYCLING", AS AMENDED.

Section 3. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-3 "Duties of owners and occupants", be and it is hereby repealed, reenacted and amended to read as follows:

§ 119-3 Duties of owners and occupants.

A. It shall be the duty of every owner or occupant of each private residence, apartment house, commercial establishment and any other place of business or residence using the refuse cart and recycling ~~[container]~~ CART system for garbage collection and recycling to comply with the APPLICABLE provisions of ~~[these regulations]~~ THIS CHAPTER AND CHAPTER 161.

B. All refuse carts ~~[and recycling containers]~~ shall be placed at the curb prior to 7:00 a.m. on scheduled refuse collection days. ~~[C]~~REFUSE Carts ~~[and recycling containers]~~ shall be placed, where possible, only on the grass adjacent to the curb. Carts ~~[and recycling containers]~~ shall be removed from the curb prior to 12:00 midnight on refuse collection day. CARTS SHALL BE STORED ON EACH PROPERTY IN THE REAR OR SIDE YARD.. Households with no one physically able to place carts at the curb and to remove them may request exemption from these requirements by presenting to the City a statement, in a form satisfactory to the City, that no person physically capable of moving the refuse cart to and from the curb resides on the premises.

C. All normal household refuse shall be placed in refuse carts ~~[, except that, should the volume of household refuse exceed the capacity of the cart, household refuse shall be placed in disposable containers beside the cart].~~

D. The placement in the refuse carts of rocks, sod, dirt, sand, vehicle parts, concrete or other construction materials, ROOF SHINGLES, yard waste, recyclable MATERIALS SUCH AS newspapers, glass, aluminum cans, plastic CONTAINERS, ~~[jars and jugs]~~ and

mixed paper, ~~which includes~~ INCLUDING WITHOUT LIMITATION junk mail, telephone books, computer paper, cardboard, magazines or books, AND SPECIAL TRASH is prohibited. Hazardous or flammable materials ~~[such as paints, oils, solvents and gasoline, as an example,]~~ shall not be placed in ANY CITY refuse, RECYCLING OR YARD WASTE carts ~~[or recyclable containers]~~. In addition to ~~the~~ ANY OTHER APPLICABLE penalties ~~[for violation of the provision]~~, any person violating this provision shall be deemed responsible for RESULTING damage or injury to collection crew members or the refuse. ~~[carts]~~ YARD WASTE or recycling CARTS ~~[containers]~~.

E. Refuse carts will be kept clean by the user.

~~[F. Grass and flower clippings, shall be placed in disposable bags approved by the City, adjacent to the curb. Bagged clippings shall be free of rocks, soil, tree limbs and other debris and weigh not more than 75 pounds.]~~

~~G. Tree limbs, branches, and shrubs shall be packed in bundles not more than [five] feet in length and weighing not more than 75 pounds and placed adjacent to the curb. Bundled items may be tied with rope, twine or string or contained in paper bags or Bundled items tied with wire will not be accepted.~~

~~H. Leaves shall be placed at the curb during posted collection periods. Leaf piles shall be placed away from cars and storm drains and be free of rocks, wires, and solid waste.]~~

Section 4. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-4, “Materials acceptable for collection”, be and it is hereby repealed, re-enacted and amended to read as follows:

§ 119-4 Materials acceptable for collection. THE FOLLOWING ARE ACCEPTABLE FOR COLLECTION AS AUTHORIZED IN THIS CHAPTER.

A. REGULAR TRASH. Accumulations from the ordinary conduct of the household of the following materials will be acceptable for REGULAR TRASH collection:

1. Garbage (food wastes).
2. Trash and other LEGALLY PERMISSIBLE refuse GENERATED AT THE PROPERTY, NOT EXCEEDING 75 LBS., ~~(all refuse, other than garbage, which has been produced by the normal operation of a household)~~ THAT CAN BE REDUCED IN SIZE TO FIT INTO AND NOT DAMAGE THE REFUSE

CART, SO LONG AS THE CART LID CAN REMAIN FULLY CLOSED, except for those items listed in § 119-3D. ~~and~~

- 3. Domestic animal waste in plastic containers with lime in accordance with Prince George's County Health Department regulations.
- 4. ~~Yard waste placed as required by § 119-3.~~

B. BULKY TRASH. RESIDENTIAL WASTE THAT IS TOO LARGE OR NUMEROUS TO BE ACCEPTED DURING REGULARLY SCHEDULED TRASH COLLECTION AND IS NOT CLASSIFIED AS SPECIAL TRASH OR OVERWEIGHT, OVERSIZED OR IMPROPERLY SORTED. BULKY TRASH INCLUDES HOUSEHOLD ITEMS, FURNITURE, LAMPS, DIVANS, CHAIRS, AND MATTRESSES (ONLY IF WRAPPED IN PLASTIC OR PLACED IN A PLASTIC MATTRESS BAG). BULKY TRASH DOES NOT INCLUDE CONSTRUCTION AND DEMOLITION DEBRIS, EXCEPT HOME IMPROVEMENT MATERIALS GENERATED ONLY BY THE OCCUPANT.

C. SPECIAL TRASH. ELECTRONICS CONTAINING CRT; TELEVISIONS , MONITORS; AIR CONDITIONERS; APPLIANCES SUCH AS REFRIGERATORS AND FREEZERS (WHICH MUST HAVE DOORS REMOVED OR SECURED IN A MANNER THAT PROHIBITS THEM FROM CLOSING), STOVES, WASHERS, DRYERS, DISHWASHERS, DEHUMIDIFIERS, FURNACES, WATER HEATERS, COMPACTORS, GARBAGE DISPOSALS, MICROWAVES, OVENS, ITEMS CONTAINING FREON, R-12 OR ANY OTHER REFRIGERANT; GRILLS; AND TIRES WITHOUT RIM OR WHEEL.

D. OVERWEIGHT OVERSIZED AND IMPROPERLY SORTED ITEMS. OVERWEIGHT, OVERSIZED OR IMPROPERLY SORTED ITEMS THAT REQUIRE SPECIALIZED EQUIPMENT TO COLLECT UPON PAYMENT OF A FEE.

Section 5. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-5, "Responsibilities of City" be and it is hereby repealed, re-enacted and amended to read as follows:

§ 119-5 Responsibilities of City.

~~[A. Carts will be provided by the City at no cost. Replacement carts will be provided by the City at no cost if the need for the replacement was not caused by owner abuse. Carts or container which are destroyed or become unusable in the sole judgment of the Public Works~~

~~Director, as a result of the acts or negligence of the user, shall be required to be replaced, and the user shall pay for the cost of replacement of the cart or container.~~

~~B.]~~ In accordance with the schedule established by the Department of Public Works ~~[and approved by]~~ AFTER NOTIFICATION TO the Mayor and Council, City refuse collectors will empty all refuse carts which have been placed on the curb by 7:00 a.m. and will return them to the curb. Residents may inquire about said schedule by contacting the Department of Public Works. Where households are exempt from the requirements to place carts at the curb, collectors will bring the carts from behind the house, empty them and return them to their behind-the-house locations.

~~[C. Yard waste. In accordance with the schedule established by the Department of Public Works [and approved by] the Mayor and Council, collectors will pick up yard waste placed adjacent to the curb, as follows:~~

- ~~(1) Grass and flower clippings shall be placed in disposable bags approved by the City. Bagged clippings shall be free of rocks, soil, tree limbs and other debris and weigh not more than 75 pounds.~~
- ~~(2) Tree limbs, branches, and shrubs packed in bundles not more than five feet in length and weighing not more than 75 pounds. Bundled items may be tied with rope, twine or string, or contained in paper bags or cardboard boxes. Bundled items tied with wire will not be accepted. The City preserves the right to chip all brush on site or remove it for processing.~~
- ~~(3) Leaves shall be placed at the curb during posted collection periods. Leaf piles shall be placed away from cars and storm drains and be free of rocks, wires, and solid waste.]~~

Section 6. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-6, “Special trash” be and it is hereby repealed, re-enacted and amended to read as follows:

§ 119-6 COLLECTION OF BULKY TRASH, Special trash AND OVERWEIGHT, OVERSIZED OR IMPROPERLY SORTED ITEMS.

A. BULKY TRASH, Special trash AND OVERSIZED AND OVERWEIGHT ITEMS~~[-as described in Subsection B of this section,]~~ will be collected only BY APPOINTMENT, PAYMENT OF ANY REQUIRED FEE, AND ONLY if ~~[it is]~~ placed at the curb by 7:00 a.m. in a manner which, in the sole judgment of the City, permits safe handling by the collection crew without damaging collection equipment. ~~[Household items such as furniture, divans, chairs, and bedding shall be collected [on scheduled refuse collection days or by appointment.]~~

B. ~~[Special trash shall include household items such as appliances which cannot be dismantled, including dishwashers, clothes washers and dryers, stoves and hot water heaters. The City will also collect installed equipment such as radiators, boilers, furnaces, kitchen sinks, bathroom basins, commodes, tubs and vehicle parts.]~~ THE CITY MUST BE NOTIFIED OF THE TYPE AND NUMBER OF ITEMS WHEN A COLLECTION IS SCHEDULED. ALL ITEMS MUST BE SET OUT NEATLY AND SEPARATED BY TYPE FOR COLLECTION. BULKY TRASH WILL BE COLLECTED UP TO FOUR TIMES IN A CALENDAR YEAR FROM ANY ONE PROPERTY.

C. ~~[Air conditioners, heat pumps, tires and refrigerators will be collected as special trash, by appointment, at a cost to the resident established by the Mayor and Council in Chapter 110 of this Code.]~~ A SEPARATE FEE AS ESTABLISHED IN CHAPTER 110 WILL BE CHARGED FOR ITEMS OF SPECIAL TRASH TO BE COLLECTED. D. A SEPARATE FEE AS ESTABLISHED IN CHAPTER 110 WILL BE CHARGED FOR EACH DISPATCH OF EQUIPMENT FOR OVERWEIGHT, OVERSIZED OR IMPROPERLY SORTED MATERIALS TO BE COLLECTED.

E. ~~[The City will collect building materials, or waste by appointment. The City will not collect roofing shingles].~~
CONSTRUCTION/DEMOLITION MATERIAL GENERATED BY ANY CONTRACTOR OR PERSON RECEIVING A FEE TO PERFORM A CONSTRUCTION/DEMOLITION PROJECT MAY NOT BE PLACED FOR COLLECTION BY THE CITY. THE OWNER AND OCCUPANT WILL BE REQUIRED TO PROPERLY MANAGE THE WASTE MATERIAL AND DEBRIS GENERATED AS A RESULT OF SUCH A PROJECT AND ARRANGE FOR ITS PROPER DISPOSAL.

F. PLACEMENT OF MATERIAL FOR COLLECTION AT A PROPERTY OTHER THAN THE PROPERTY THAT GENERATED THE MATERIAL IS PROHIBITED.

Section 7. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-7, "Safeguards for collectors" be and it is hereby repealed, re-enacted and amended to read as follows:

§119-7 Safeguards for collectors.

A. All dogs or other animals that might interfere with collectors shall be confined on collection days.

B. Hazardous materials such as [~~oil, paint, poison, caustics, explosives and pressurized tanks~~] ACID, CAR BATTERIES OR ALKALINE HOUSEHOLD BATTERIES; ROOF SHINGLES, AMMUNITION; AUTOMOTIVE FLUIDS AND FUELS; CAUSTICS; CLEANING AGENTS; COOKING OIL; DRIVEWAY SEALERS; FIRE EXTINGUISHERS; FLUORESCENT LIGHT BULBS OR TUBES; INSECTICIDES, HERBICIDES AND FERTILIZERS; liquid latex and OIL-BASED PAINTS; PHOTOGRAPHIC CHEMICALS; POISONS; PRESSURIZED TANKS (PROPANE, HELIUM, ETC.); SMOKE DETECTORS; SOLVENTS, VARNISHES AND STAINS; AND SWIMMING POOL CHEMICALS are not acceptable AND MAY NOT BE PLACED for collection.

C. Any potentially dangerous materials [~~if not placed in the cart,~~] should have sharp points removed or bent down, or be placed in disposable containers clearly labeled to indicate the hazard to the collector.

Section 8. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-8, “Tips and gratuities” be and it is hereby repealed, re-enacted and amended to read as follows:

119-8 Tips and gratuities.

Tips and gratuities shall not be offered to City employees [~~to perform special services~~].

Section 9. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-9, “Rates” be and it is hereby repealed, re-enacted and amended to read as follows:

§ 119-9 Rates.

All fees for refuse collection will be payable annually in advance beginning July 1 each year and are as set forth in Chapter 110, Fees and Penalties. A prorated refund will be made upon 30 days' notice to discontinue service. New service will be prorated for the remainder of the year. ALL FEES FOR SPECIAL TRASH, AND OVERWEIGHT OR OVERSIZE ITEM COLLECTION SHALL BE PAID IN ADVANCE OF COLLECTION.

Deleted: .

Section 10. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-10, “Refuse carts and recycling containers” be and it is hereby repealed, re-enacted, renamed and amended to read as follows:

§119-10 Refuse carts [and recycling containers].

[Each single family residence will be provided with one refuse cart and recycling container at no cost.] THE CITY WILL PROVIDE **UP TO TWO REFUSE CARTS TO EACH SINGLE FAMILY RESIDENCE AT NO COST**. ADDITIONAL REFUSE CARTS WILL BE PROVIDED AT THE ANNUAL COST SET OUT IN CHAPTER 110.

Commented [SMF1]: Option #1

THE CITY WILL PROVIDE **ONE REFUSE CART TO EACH SINGLE-FAMILY RESIDENCE AT NO COST**, AND ONE ADDITIONAL REFUSE CART UPON REQUEST AT THE ANNUAL COST SET OUT IN CHAPTER 110.

Commented [SMF2]: Option #2

Apartment units and commercial establishments under contract for refuse collection by THE City will be provided refuse carts and recycling CARTS [containers] as needed. The number of carts [and containers] needed will be determined by the City. REPLACEMENT REFUSE CARTS WILL BE PROVIDED BY THE CITY AT NO COST IF THE NEED FOR THE REPLACEMENT WAS NOT CAUSED BY OWNER/OCCUPANT ABUSE. REFUSE CARTS WHICH ARE DESTROYED OR BECOME UNUSABLE, IN THE SOLE JUDGMENT OF THE PUBLIC WORKS DIRECTOR, AS A RESULT OF THE ACTS OR NEGLIGENCE OF THE USER, SHALL BE REQUIRED TO BE REPLACED, AND THE USER SHALL PAY FOR THE COST OF REPLACEMENT OF THE CART. THE CHARGE FOR ADDITIONAL OR REPLACEMENT REFUSE CARTS IS SET OUT IN CHAPTER 110.

Section 11. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-11, “Cleanup month” be and it is hereby repealed, re-enacted and amended to read as follows:

§ 119-11 Cleanup [month] EVENTS.

A. Annually, the [Mayor and Council] CITY MANAGER will designate one OR MORE [month]DAY(S) as cleanup [month]EVENTS. The Public Works facility will be open during A DESIGNATED SATURDAY(S) [that month on Saturdays] for residents of College Park only to drop off household refuse. Use of the facility by nonresidents or commercial or industrial entities, regardless of residency, is prohibited.

B. Only nonhazardous material may be dropped off at the site. Hazardous waste, as identified in § 119-7B, will not be accepted, EXCEPT AS AUTHORIZED BY THE CITY.

Section 12. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-12, “Used motor oil recycling” be and it is hereby repealed as follows:

~~[§ 119-12 **Used motor oil recycling.** A receptacle for recycling used motor oil only is provided year round at the Public Works facility and is available at all times. Oil shall be deposited in accordance with directions posted at the facility by the City.]~~

Section 13. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-13, “Violations and penalties”, be and is hereby renumbered as §119-12.

Section 14. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that the title of Chapter 161, “Recycling” of the Code of the City of College Park be, and hereby is, amended to read as follows:

Chapter 161

Recycling AND YARD WASTE

Section 15. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 161, §161-2, “Definitions” be and it is hereby repealed re-enacted and amended to read as follows:

§ 161-2 Definitions.

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

* * * * *

RECYCLABLE MATERIALS

Materials required to be source separated and placed for collection as required by § 161-3 include:

A. – B. * * * * *

~~[C. Electronics.]~~

~~[D.]~~C. Glass containers.

~~[E.]~~D. Metal, including aluminum, steel, and tin containers and cans, aluminum foil, and aluminum baking pans.

~~[F.]~~E. Mixed paper.

~~[G.]~~F. Newspaper.

~~[H.]~~G. Plastic containers (Nos. 1 through 7).

~~[I. Yard trim.]~~

* * * * *

YARD-~~TRIM~~ WASTE

Organic, vegetative ~~[trim]~~ WASTE typically consisting of leaves, grass AND FLOWER clippings, weeds, thatch, and similar soft vegetative material, AND TREE LIMBS, BRANCHES AND SHRUBS.

* * * * *

Section 16. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 161, §161-3, “Duties of owners and occupants receiving City solid waste services” be and it is hereby repealed re-enacted and amended to read as follows:

§ 161-3 Duties of owners and occupants receiving City solid waste collection services.

A. RECYCLING REQUIRED. All ~~[residents]~~ OCCUPANTS of, and owners of property within, the City who receive solid waste collection services from the City shall source separate recyclable materials from solid waste AND SHALL COMPLY WITH THE PROVISIONS OF THIS CHAPTER.

B. RECYCLABLE MATERIALS

1. RECYCLABLE MATERIALS (except ~~[electronics]~~ SPECIAL TRASH AND BULK TRASH AS DEFINED IN CHAPTER 119; TREE LIMBS, BRANCHES,

SHRUBS and OTHER yard ~~(trim)~~ WASTE) shall be placed in a City-issued RECYCLING cart. Cardboard shall be flattened and cut to size to fit in the recycling cart SO THAT THE LID CAN BE FULLY CLOSED. Cardboard quantities too large to fit in the cart must be flattened, bundled with string, and placed next to the recycling cart. Recyclable materials shall be placed loose in the recycling cart and not in PLASTIC bags. Containers shall be emptied, rinsed out and free of residue prior to placement in the cart for collection. Residents may request additional carts from the Director of Public Works to contain all routinely accumulating recyclable materials from collections. Filled carts shall not weigh more than 75 pounds.

2. ~~[C.]~~ All recycling carts shall be placed at the curbside by 7:00 a.m. on scheduled recycling collection days but not more than 24 hours prior to 7:00 a.m. on the scheduled collection day designated for the area in which the property is located. Carts shall be placed, where possible, ~~[only on the grass]~~ adjacent to the curb. ~~[It is advised to keep carts at least three feet apart from each other, utility poles, fences, fire hydrants and other structures.]~~ Carts that are blocked by vehicles or other obstructions ~~[will]~~ MAY not be collected. Carts shall be removed from the curb prior to 12:00 midnight on recycling collection days. Carts shall be stored on each property ~~[at]~~ IN the rear or side YARD ~~[in such a manner as not to be visible from the public right of way in front of the residence].~~
3. ~~[D.]~~ Premises with no resident physically able to place and remove CARTS ~~[bins]~~ from the curb may request an exemption from these requirements by filing an annual application with the Director of Public Works.
4. ~~[E.]~~ Carts shall only be used for collection of recyclable materials and will be kept clean by the resident.
5. ~~[F.]~~ Residents planning on disposing of electronics must source separate these items from other recyclable materials and solid waste. A SPECIAL TRASH pickup must be scheduled for these items, which shall be placed at the curb on the scheduled day of collection. The City has discretion with respect to which items will be collected for electronics recycling based on market factors.
6. ALL RECYCLABLE MATERIALS SHALL BE PLACED INSIDE THE RECYCLING CART, EXCEPT AS OTHERWISE STATED IN 161-3B. CARTS SHALL NOT WEIGH MORE THAN 75 POUNDS.

C.~~[G]~~. YARD WASTE

1. 1. With the exception of leaves placed for CURBSIDE collection during posted collection periods, yard trim, GRASS AND FLOWER CLIPPINGS generated by residents shall be placed in RECYCLABLE paper bags or ~~[reusable container as]~~ A YARD WASTE CART approved by the City and placed adjacent to the curb on

regularly scheduled collection days. Yard trim shall be free of rocks, soil, tree branches and other solid debris and not weigh more than 75 pounds. PERSONAL OR RESIDENT SUPPLIED ~~[R]~~Reusable containers must display a yellow yard trim decal provided by the City at no charge.

2. ~~[H. Brush, such as branches, limbs, sticks, twigs, and similar woody material, shall be packed in bundles tied with rope, twine or string, or placed in paper bags or reusable containers, and should be no more than five feet in length and not weigh more than 75 pounds. Bundled items tied with wire will not be collected. Tree stumps, trunks and limbs greater than 12 inches in diameter will not be collected.]~~
ON SCHEDULED COLLECTION DAYS, TREE LIMBS, BRANCHES, AND SHRUBS MAY BE PLACED FOR COLLECTION AND SHALL BE PACKED IN BUNDLES, NOT TO EXCEED 25 IN NUMBER, OR PLACED IN THE YARD WASTE CART AND CUT TO FIT SO THAT THE LID WILL CLOSE. BUNDLES OF WOODY MATERIAL SHALL MEASURE LESS THAN 2' IN DIAMETER AND WEIGH NOT MORE THAN 50 POUNDS. BUNDLED TREE LIMBS, BRANCHES AND STICKS MAY NOT BE MORE THAN FOUR FEET IN LENGTH AND FOUR INCHES IN DIAMETER FOR INDIVIDUAL BRANCHES. BUNDLES SHALL BE PLACED ADJACENT TO THE CURB. BUNDLED ITEMS, INCLUDING SHRUBS, MUST BE TIED WITH BIODEGRADABLE MATERIALS SUCH AS ROPE, TWINE OR STRING, OR CONTAINED IN RECYCLABLE PAPER BAGS. NO MORE THAN 25 BAGS WILL BE COLLECTED AT ONE TIME. BUNDLED ITEMS TIED WITH WIRE WILL NOT BE ACCEPTED. UP TO 25 INDIVIDUAL LOG SECTIONS NOT TO EXCEED 12" IN LENGTH AND DIAMETER AND 50 LB. IN WEIGHT EACH, MAY BE PLACED AT THE CURB.
3. ~~[I.]~~Loose leaves may be placed at the curb during posted CURBSIDE COLLECTION PERIODS. LEAF PILES SHALL BE PLACED AT THE CURB BUT NOT IN THE STREET, away from CARS, storm drains and be free of rocks, wire, vines, or other solid debris. Leaves shall BE PLACED IN RECYCLABLE BAGS OR PLACED IN YARD WASTE CARTS at all other times during non-posted collection periods.

~~[J. All recyclable materials shall be placed inside the recycling cart, except as otherwise stated in this chapter IN 161-3B. [Recyclable materials placed on the ground or in unapproved containers will not be collected by the City. Filled c] Carts shall not weigh more than 75 pounds.]~~

4. THE 25-LOG MAXIMUM DOES NOT APPLY TO THE DEBRIS FROM BRANCHES OR TREES FALLING ONTO ABUTTING PROPERTY, IF ABUTTING PROPERTY OWNER PLACES AT CURB PROPERLY BUNDLED.

Section 17. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 161, §161-9, “Recycling and yard waste carts”

be and it is hereby enacted to read as follows:

§161-9 RECYCLING AND YARD WASTE CARTS

THE CITY WILL PROVIDE ALL REQUIRED RECYCLING CARTS AT NO CHARGE AND WILL PROVIDE YARD WASTE CARTS UPON REQUEST FOR A FEE. REPLACEMENT RECYCLING CARTS WILL BE PROVIDED BY THE CITY AT NO COST IF THE NEED FOR THE REPLACEMENT WAS NOT CAUSED BY OWNER ABUSE. RECYCLING CARTS WHICH ARE DESTROYED OR BECOME UNUSABLE IN THE SOLE JUDGMENT OF THE PUBLIC WORKS DIRECTOR, AS A RESULT OF THE ACTS OR NEGLIGENCE OF THE USER, SHALL BE REQUIRED TO BE REPLACED, AND THE USER SHALL PAY FOR THE COST OF REPLACEMENT OF THE CART. THE CHARGE FOR ADDITIONAL OR REPLACEMENT RECYCLING AND YARD WASTE CARTS IS SET OUT IN CHAPTER 110.

Section 18. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 110 “Fees and Penalties”, §110-1, “Fees and interest” be and is hereby repealed and reenacted with amendments to read as follows:

§110-1 Fees and interests.

The following enumerations are the current fees, rates, charges and interests applicable in the City of College Park:

Chapter/Section	Description	Fee/Interest
* * * *		
Ch. 119	[Garbage, Rubbish and Refuse] REFUSE, SOLID WASTE AND SPECIAL TRASH	
§119-9		

* * * *

Reinstatement fee * * * *

Residential REGULAR TRASH collection

* * * * *

Special trash:

Tires \$4.00 per tire

[Refrigerators, air conditioners,	[No charge for
Heat pumps]	collection of first
	Unit; \$35 for
	each additional
	unit]

ALL OTHER SPECIAL TRASH	\$20.00 FOR EACH ITEM collected during a calendar year from an individual or owner of a dwelling unit at a specific address.
--------------------------------	---

OVERWEIGHT, OVERSIZED OR NOT PROPERLY SORTED MATERIALS	\$100 PER HOUR PER DISPATCH OF SPECIALIZED EQUIPMENT
---	---

* * * * *

§119-10 REFUSE CARTS

REFUSE CARTS PER EACH IN EXCESS OF TWO CARTS REPLACEMENT PER EACH	\$50 ANNUALLY
REFUSE CARTS (LIMITED TO ONE ADDITIONAL CART PER RESIDENCE) OR REPLACEMENT PER EACH	\$50

Commented [SMF3]: Option #1

Commented [SMF4]: Option #2

Ch. 161 Recycling AND YARD WASTE

§161 -9 RECYLCING AND YARD WASTE CARTS

RECYCLING CART (FOR REPLACEMENT) YARD WASTE CART	AT COST \$25.00
---	---------------------------------

Section 19. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 110 “Fees and Penalties”, §110-2, “Penalties” be and is hereby repealed and reenacted with amendments to read as follows:

§110-2 Penalties.

The following enumerations are the current fees, rates, charges and interests applicable in the City of College Park:

Chapter/Section	Violation	Penalty
Chapter 119 [Garbage, Rubbish and Refuse] REFUSE, SOLID WASTE AND SPECIAL TRASH		
{§119 3F	First violation	\$25
	Subsequent violations in 12 months]	\$50
[Remainder of] Chapter	First violation	\$100
	Subsequent violation in 12 months	\$200

Ch. 161 Recycling

§161-3(G)	FIRST VIOLATION SECOND VIOLATION IN 12 MONTHS	\$25 \$50
------------------	--	---------------------------

§161-6

* * * *

Remainder of chapter \$25

Section 20. 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 ordinance or a fair summary thereof together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council.

The public hearing, hereby set for _____ P.M. on the _____ day of _____, 2020, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard.

After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. This Ordinance shall become effective on _____, 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 by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the ____ day of _____ 2020.

ADOPTED by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the ____ day of _____ 2020.

EFFECTIVE the 1st day of May, 2020.

ATTEST:

CITY OF COLLEGE PARK

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

By: _____
Patrick L. Wojahn, Mayor

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

Suellen M. Ferguson, City Attorney



CITY OF COLLEGE PARK

OFFICE OF THE CITY CLERK

8400 BALTIMORE AVENUE SUITE 375 COLLEGE PARK, MD 20740 | 240.487.3501 | COLLEGEPAKMD.GOV

Notice of Public Hearing for Ordinance 20-O-01, introduced on January 14, 2020:

- Posted to City Bulletin Board on January 16, 2020
- Posted to City Website on January 16, 2020
- Posted on Cable Television Channel on January 16, 2020
- Sent to Constant Contact LISTSERV on January 17, 2020

ATTEST:

A handwritten signature in blue ink that reads "Janeen S. Miller".

Janeen S. Miller, City Clerk



**NOTICE OF PUBLIC HEARING
ORDINANCE 20-O-01
January 28, 2020
7:30 P.M.**

**Davis Hall
9217 51st Avenue
College Park, Md 20740**

The Mayor and Council of the City of College Park are taking public comment on Ordinance 20-O-01, an Ordinance of the Mayor and Council of the City of College Park, Amending City Code Chapter 119, “Refuse, Yard Waste, Solid Waste and Special Trash;” Chapter 161, “Recycling;” and Chapter 110, “Fees and Penalties,” to make changes to the collection of Special Trash, to prohibit placement of materials at properties that did not generate the materials, to set fees for collection and fees for Refuse, Recycling and Yard Waste receptacles, to set penalties for violations, and to consolidate Recycling provisions into Chapter 161.

Specifically, this ordinance includes the following provisions:

1. No Contractor-generated construction materials will be collected; however, small home-improvement material that is generated by the resident and properly set out will be collected.
2. Soft and Woody Yard Waste that is properly set out will be collected; however, Soft and Woody Yard Waste that is oversized and requires the use of a crane will be charged at a cost of \$100 per collection, per hour
3. Certain materials set out for collection will require a fee. These include:
 - a. Appliances - stoves, refrigerators, washers, dryers, dishwashers, dehumidifiers, furnaces, water heaters, grills, etc. - \$20 per item
 - b. Televisions and monitors - \$20 per item
 - c. Tires - \$4 per tire
4. Mattresses must be wrapped in plastic, or placed in a plastic mattress bag, in order to be collected.

5. Oversized, overweight, improperly sorted material, or collections requiring use of a crane, will be assessed a fee of \$100 per collection, per hour.
6. Refuse Carts: The Mayor and Council will decide on the number of carts allowed free of charge per household, the cost per cart beyond the allowable number for free, and a cap on the total number allowed per household. One additional refuse cart would be assessed at \$50 per year.

Copies of this Ordinance may be obtained from the City Clerk's Office, 8400 Baltimore Avenue, Suite 375, College Park, MD 20740, by calling 240-487-3501, or from the City's website: www.collegeparkmd.gov.

Public Hearings are now held at Davis Hall, 9217 51st Avenue, College Park, MD 20740. All interested parties will have the opportunity to be heard.

If you are unable to appear in person, 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.

PUBLIC HEARING

20-0-02

Fee Schedule for Excess Bulk Trash Pick-ups



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

AGENDA ITEM 20-O-02

Prepared By: Scott Somers, City Manager
Robert Marsili, Public Works Director

Meeting Date: January 28, 2020

Presented By: Scott Somers, City Manager
Robert Marsili, Public Works Director

Originating Department: City Manager's Office

Action Requested: Hold a public hearing and consider adoption of Ordinance 20-O-02 implementing a Bulk Trash fee schedule for collection.

Strategic Plan Goal: Goal 2: Environmental Sustainability; Goal 6: Excellent Services

Background/Justification:

As a result of on-going discussions and presentations on Special/Bulk Trash, the City Council introduced Ordinance 20-O-02 on January 14, 2020. Council is now asked to hold a public hearing and consider adoption of Ordinance 20-O-02 with respect to implementing a bulk trash fee schedule for collection of more than 29 items a year for single family rental units that utilize City trash services, and either 12 OR 20 items per year for single family owner occupied units. This Ordinance will have an effective date of May 1, 2020.

This Ordinance includes the following provisions:

1. All bulky refuse collections must be scheduled in advance
2. Quantity and type of items for collection must be identified when scheduling a collection
3. Up to four bulky refuse collections per calendar year will be free of charge
4. Bulky refuse items must be set out neatly and separated by type
5. All fees must be paid in advance

Decision Points:

6. Maximum number of free bulky refuse items: This ordinance is written with two options regarding how many bulky refuse items will be collected for free each year. Council is asked to decide on the following at the time of adoption: A maximum of either 12 OR 20 bulky refuse items collected per calendar year will be free of charge for single family owner-occupied units.

Additional provisions that are included:

- A maximum of 29 bulky refuse items collected per calendar year will be collected free of charge for single family rental units that utilize City trash services.

These changes contribute to the City's sustainability efforts by encouraging residents to recycle and to reuse or donate items that are no longer used. City residents can also bring items for free to City clean-up events or to the Prince George's County landfill for disposal.

Fiscal Impact:

Fiscal impact will depend on Council direction. Removal of special trash items under the current program has a cost impact to City taxpayers. Any new fees would help to offset costs and improve the current inequitable system that allows and encourages overuse of an unlimited City service by certain residents.

Council Options:

1. Hold a public hearing and consider adoption of Ordinance 20-O-02 with a start date of May 1, 2020.
2. Hold a public hearing and consider adoption of Ordinance 20-O-02, with amendments.
3. Do not take any action at this time.

Staff Recommendation:

Option #1

Recommended Motion:

I move to adopt Ordinance 20-O-02 as drafted with a start date of May 1, 2020.

Attachments:

1. Ordinance 20-O-02

ORDINANCE
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK,
AMENDING CITY CODE CHAPTER 119, “REFUSE, SOLID WASTE AND
SPECIAL TRASH” BY REPEALING AND RE-ENACTING §119-6, “SPECIAL
TRASH”, AND §119-9, “RATES”; AND AMENDING CHAPTER 110, “FEES AND
PENALTIES”, BY REPEALING AND RE-ENACTING §110-1, “FEES AND
INTERESTS” TO CHANGE HOW BULKY TRASH IS COLLECTED, TO SET
FEES FOR COLLECTION AND PENALTIES FOR VIOLATIONS.

WHEREAS, §5-202 of the Local Government Article of the Annotated Code of Maryland provides that the Mayor and Council of the City of College Park have the authority to pass such ordinances as it deems necessary to preserve peace and good order, and to protect the health, comfort and convenience of the residents of the municipality; and

WHEREAS, the City Charter, Article VII, “Powers and Duties of Mayor and Council”, §C7-9, “Refuse collection and disposal service”, authorizes the Mayor and Council to pass such ordinances as may be necessary to provide for the establishment and maintenance of a refuse collection and disposal service; and

WHEREAS, the Mayor and Council adopted Chapter 119, “Refuse, Solid Waste and Special Trash”, to establish and maintain a refuse collection and disposal service; and

WHEREAS, the Mayor and Council determined that it is in the public interest to amend Chapters 119 and 110 of the City Code to change how bulky trash is collected, and to set fees for collection of bulky trash.

Section 1. **NOW THEREFORE, BE IT ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, that Chapter 119, “Refuse, Solid Waste and

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

Special Trash”, §119-6, “Collection of bulky trash, special trash and overweight, oversized or improperly sorted items” be and it is hereby repealed, re-enacted and amended to read as follows:

§ 119-6 Collection of bulky trash, special trash and overweight, oversized or improperly sorted items.

A. - B. * * * *

C. A separate fee as established in Chapter 110 will be charged for items of special trash AND OF BULKY TRASH to be collected.

D. - F. * * * *

Section 2. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, “Refuse, Solid Waste and Special Trash”, §119-9, “Rates” be and it is hereby repealed, re-enacted and amended to read as follows:

§ 119-9 Rates.

All fees for refuse collection will be payable annually in advance beginning July 1 each year and are as set forth in Chapter 110, Fees and Penalties. A prorated refund will be made upon 30 days' notice to discontinue service. New service will be prorated for the remainder of the year. All fees for special trash, BULKY TRASH and overweight or oversize item collection shall be paid in advance of collection.

Section 3. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 110 “Fees and Penalties”, §110-1, “Fees and interest” be and is hereby repealed and reenacted with amendments to read as follows:

§110-1 Fees and interests.

The following enumerations are the current fees, rates, charges and interests applicable in the City of College Park:

Chapter/Section	Description	Fee/Interest
	* * * *	
Ch. 119 Refuse, Yard Waste, Solid Waste and Special Trash		
§119-9	* * * *	
	Non-residential collection: * * * * *	
	BULKY TRASH	
		\$20.00 FOR EACH ITEM IN EXCESS OF 29 PER FISCAL YEAR FOR SINGLE-FAMILY AND APARTMENT RENTAL UNITS PAYING THE CITY FOR REGULAR TRASH COLLECTION.
		\$20.00 FOR EACH ITEM IN EXCESS OF 20 PER FISCAL YEAR FOR OTHER PROPERTIES
		\$20.00 FOR EACH ITEM IN EXCESS OF 21 PER FISCAL YEAR FOR SINGLE-FAMILY AND APARTMENT RENTAL UNITS PAYING THE CITY FOR REGULAR TRASH COLLECTION.
		\$20.00 FOR EACH ITEM IN EXCESS OF 12 PER FISCAL YEAR FOR OTHER PROPERTIES
	Special trash: * * * * *	

Commented [SMF1]: Option #1

Commented [SMF2]: Option #2

Section 4. 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 ordinance or a fair summary thereof together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council.

The public hearing, hereby set for 7:30 P.M. on the 28th day of January, 2020, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard.

After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. This Ordinance shall become effective on _____, 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 by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the 14th day of January, 2020.

ADOPTED by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the ____ day of _____ 2020.

EFFECTIVE the 1st day of May, 2020.

ATTEST: **CITY OF COLLEGE PARK**

By: _____ By: _____
Janeen S. Miller, CMC, City Clerk Patrick L. Wojahn, Mayor

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

Suellen M. Ferguson, City Attorney



CITY OF COLLEGE PARK

OFFICE OF THE CITY CLERK

8400 BALTIMORE AVENUE SUITE 375 COLLEGE PARK, MD 20740 | 240.487.3501 | COLLEGEPAKMD.GOV

Notice of Public Hearing for Ordinance 20-O-02, introduced on January 14, 2020:

- Posted to City Bulletin Board on January 16, 2020
- Posted to City Website on January 16, 2020
- Posted on Cable Television Channel on January 16, 2020
- Sent to Constant Contact LISTSERV on January 17, 2020

ATTEST:

A handwritten signature in blue ink that reads "Janeen S. Miller".

Janeen S. Miller, City Clerk



**NOTICE OF PUBLIC HEARING
ORDINANCE 20-O-02
January 28, 2020
7:30 P.M.**

**Davis Hall
9217 51st Avenue
College Park, Md 20740**

The Mayor and Council of the City of College Park are taking public comment on Ordinance 20-O-02, an Ordinance of the Mayor and Council of the City of College Park, Amending City Code Chapter 119, “Refuse, Solid Waste and Special Trash” and Chapter 110, “Fees and Penalties,” to change how bulky trash is collected, to set fees for collections of an excess number of items, and to set penalties for violations.

Specifically, this Ordinance includes the following provisions:

- For a single-family, owner-occupied residence: Up to four bulky refuse collections per calendar year with a maximum of [“12” or “20”] bulky refuse items collected per calendar year will be free of charge.
- For a single family rental unit that utilizes City trash services: Up to Four bulky refuse collections per calendar year with a maximum of 29 bulky refuse items will be free of charge.
- For quantities and/or frequency more than stated above, a fee will be charged and is payable in advance.
- All bulky refuse collections must be scheduled in advance and the caller must identify the quantity and type of items when scheduling a collection
- Bulky refuse items must be set out neatly and separated by type

Copies of this Ordinance may be obtained from the City Clerk’s Office, 8400 Baltimore Avenue, Suite 375, College Park, MD 20740, or by calling 240-487-3501, or visit www.collegeparkmd.gov.

All Public Hearings will be held at Davis Hall, 9217 51st Avenue, College Park. All interested parties will have the opportunity to be heard.

If you are unable to appear in person, 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.

20-G-09

Princeton Ave Improvements



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

AGENDA ITEM NUMBER 20-G-09

Prepared By: Katie Hart
Community Development Planner

Meeting Date: January 28, 2020

Presented By: Terry Schum

Consent Agenda: Yes

Originating Department: Planning, Community, and Economic Development

Action Requested: Approval of a task order under the on-call engineering services contract with Greenman-Pederson, Inc. in the amount of \$55,448.58 for design of Princeton Avenue pedestrian improvements.

Strategic Plan Goal: Goal 4: Quality Infrastructure

Background/Justification:

The Community Development Block Grant (CDBG) program is a federally-funded program administered by the Prince George's County Department of Housing and Community Development (DHCD). The City of College Park received \$105,008 in Program Year 45 for construction of street and pedestrian improvements where Princeton Avenue meets Fraternity Row in Old Town.

City Planning and Engineering staff received proposals from on-call engineers Charles P Johnson & Associates Inc. (CPJ) and Greenman-Pederson, Inc. (GPI) to design the street and pedestrian improvements on Princeton Avenue. GPI had the lowest proposed cost. GPI proposes to complete the design, permitting, and construction bid package for a total cost not to exceed \$55,448.58. Attachment A includes the proposal and cost breakdown.

This project will support the City's pedestrian connectivity goals.

Fiscal Impact:

CDBG funding is for construction only. The cost of design (this task order) will be funded through the Complete Streets CIP and City in-kind match of staff time on the project. A contribution of \$13,544.80 toward this project will be made to the City at the time of building permit for the Hillel Center on Yale Avenue.

Council Options:

- #1: Approve the proposed task order.
- #2: Recommend an alternate engineering firm.
- #3: Do not move forward with the design of the project.

Staff Recommendation:

#1

Recommended Motion:

I move approval of a task order to Greenman Pederson, Inc. in the amount of \$55,448.58 for design of Princeton Avenue improvements.

Attachments:

- 1. Task Order Proposal for Princeton Avenue Improvements

6 December 2019 (Revised 14 January 2020)

Mr. Steven E. Halpern, P.E., Chief Engineer
City of College Park
9217 51st Avenue
College Park, Maryland 20740

Re: Task Order Proposal for Princeton Avenue Connector

Dear Mr. Halpern:

GREENMAN-PEDERSEN, INC. (GPI) is pleased to submit this proposal to perform design services necessary to prepare construction documents to establish a more suitable connection between Princeton Avenue and Yale Avenue behind the south side of Fraternity Row.

The following project description and scope of services have been developed based upon an email request on 10 October 2019 from Steve Halpern, the City Engineer for College Park, Maryland.

PROJECT DESCRIPTION:

Princeton Avenue is a paved roadway with two-way traffic and sidewalk on both sides of the roadway. The existing pavement section is approximately twenty-four feet in width, and it extends approximately seventy feet to the north beyond the intersection with Norwich Road. The pavement ends and a narrow gravel pathway completes the current connection to Yale Avenue terminating at a chain link fence that lies parallel to Yale Avenue. There is also a crosswalk that provides safe pedestrian passage across Yale Avenue.

The City of College Park intends to improve the connection by providing full depth pavement reclamation from the point of tangency along the curb line of the north east corner of the intersection with Norwich Road to the existing gravel path. The City also proposes to add new sidewalk around the perimeter of the newly paved area and curb and gutter will be installed with a new ADA compliant curb ramp at the terminus. Bollards will be installed along the terminus as well to mark the end of the roadway at the pedestrian only path. This description is consistent with a Concept Plan that was provided by the City of College Park dated 9 October 2018.

Off-site temporary construction easements may be required from adjoining property owners. It is assumed that the City will handle those negotiations independently. Easements may also be necessary for connection to existing storm drain systems and for permanent stormwater management facilities that are required by this proposed work. It is assumed that the City will also negotiate those required easements independently.

SCOPE OF SERVICES:

I. Site Evaluation and Data Collection

Members of the GPI team will perform a site visit to confirm the findings of the site survey and to directly preview the site context. This visit assumes two staff members for a four-hour visit. The team

will photograph relevant site features and document their findings in the form of field notes that can be used later in the development of a site narrative.

II. Concept Design and Preliminary Cost Estimate

GPI will utilize an Existing Conditions Survey that will be performed by others and provided by the City in AutoCAD format. This survey will serve as the base plan that will be used throughout the design process. GPI will prepare a Concept Site, Grading, and Utility Plan that will be presented to the City for review and comment. Following one round of revisions to address City comments, GPI will finalize the Concept Plan and prepare a Preliminary Opinion of Probable Cost to construct the proposed improvements.

Once authorization has been granted by the City, GPI will complete the Mandatory Referral application process with the Maryland National Capital Park and Planning Commission (M-NCPPC). This process requires a sixty-day review period by M-NCPPC. At the same time, GPI will also provide the following information to M-NCPPC for review:

- A. Natural Resources Inventory Equivalency Letter
- B. Woodland Conservation Exemption

GPI will also submit concurrently to the Prince George's County Department of Permits, Inspections, and Enforcement (DPIE), a Site Development Concept Plan (SDCP) showing the proposed improvements. The DPIE submittal will include the following information:

- A. Stormwater Management Concept Plan (Referred to M-NCPPC for review as well)
- B. Maryland 378 Pond Code Exemption if required

GPI will prepare a Concept Erosion and Sediment Control Plan to control sediment laden water during construction. The plan will be prepared in accordance with the Prince George's County Soil Conservation District (SCD) requirements and will be submitted to SCD for review and approval.

III. Construction Plans

Following approval by the City of the concept level work, GPI will prepare Final Construction Improvement Plans for the connector trail development. The Site Development Fine Grading Plan will serve as the Construction Documents for the proposed project. This plan set will be used to satisfy permit requirements with the County and will contain the following information:

Site, Grading, and Utility Plan

Site Details (including pavement details)

Landscape Plan

Landscape Details

Final Stormwater Management Plan

Final Erosion and Sediment Control Plan

Technical Specifications (for site/civil related work and furnished to the Owner in Masterspec format)

SCHEDULE:

Upon receiving Notice to Proceed and/or the purchase order from the City, GPI will initiate data collection and the Preliminary Construction Cost Estimate. The Preliminary Construction Cost Estimate will be

completed within 3 weeks of the NTP and receipt of the Existing Conditions Survey. Schedule requirements beyond the initial Concept Plan submittal to the City will depend upon review and processing times as required by the permitting agencies.

ASSUMPTIONS:

1. The project will be developed in AutoCAD Civil 3D format. Final CAD files will be provided to the City upon request.
2. No meetings will be needed during design. Coordination can be via phone and e-mail.
3. There are no wetlands within the project area and a wetland delineation will not be required.
4. Topographic survey will be provided by the City. GPI will not be responsible for determining right-of-way or property boundaries. The City survey will also include gravity pipe systems with inverts as well as other visible utilities.
5. Permitting approvals are assumed to be through Prince George's County.
6. The City will handle property owner notifications and coordination, including temporary construction easements as needed with the University of Maryland.
7. Geotechnical analysis, including SWM borings and pavement section design, is not included. This work will be contracted directly by the City.
8. Subsurface utility investigation, if necessary, will be provided by others.
9. It is assumed that WSSC review and permitting will not be required as no impact to existing WSSC infrastructure is anticipated.
10. Temporary traffic control and maintenance will not be required.
11. SWM as-builts are not included.
12. Traffic studies and sight distance analysis will not be required.
13. Street Tree and Lighting Plan and a Street Construction Permit will not be required as these are City streets.
14. The preparation of easement exhibits and legal descriptions for the same are excluded from the Scope of Work.
15. Application and submittal fees are excluded and will be paid directly by the Client.
16. If Peer Review services are required by the review agencies, fees associated with those services will be the responsibility of the City.

COST SUMMARY:

Our total estimated hours and proposed fee to complete the work are shown on the attached Personnel Hour Breakdown and Cost Summary Forms. Our total estimated fee to perform the services for the City of College Park is \$50,334.48.

CONTINGENCY BID ITEMS (NOT INCLUDED IN FEE ABOVE):

1. Bid Phase Services

GPI will assist the City with the preparation of a Bid Document. The bid package will include complete construction drawings, technical specifications, and front-end specifications as provided by the City. GPI will attend one pre-bid meeting and respond to contractor Requests for Information during the bid process. GPI will prepare bid addenda as required. GPI will review the bids for consistency with the Bid Document and make a recommendation for award to the City. GPI's estimated fee for Bid Phase Services is \$5,114.10.

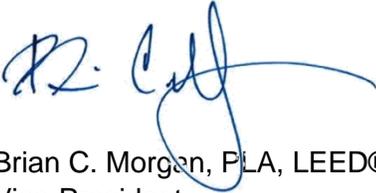
2. Meetings

GPI will attend meetings for design review, citizen input, consultant coordination, or other meetings as requested by the City. GPI's time for meetings authorized and requested by the City will be on an hourly basis at the approved rate. A Sr. Project Manager will be billed at \$191.23/hr. and a Project Engineer will be billed at a rate of \$126.72/hr. GPI will not attend meetings without obtaining prior approval from the City.

GPI is very pleased to have this opportunity to provide services to the City of College Park. We look forward to working with you on this project. If you have any questions or comments, or if you require additional information, please do not hesitate to contact Brian Morgan at 443-753-5480 or bmorgan@qpinet.com.

Very truly yours,

GREENMAN-PEDERSEN, INC.

A handwritten signature in blue ink, appearing to read "B.C. Morgan", with a large, stylized flourish extending from the end of the signature.

Brian C. Morgan, PLA, LEED® AP
Vice-President

Enclosure

Princeton Ave Connector Manhour Cost Breakdown
Princeton Ave Connector Contingency Manhour Cost Breakdown

MAN-HOUR DISTRIBUTION

Princeton Ave Connector

Item Description	Sr. Project Manager	Sr. Landscape Architect	Project Engineer	Senior Engineer	Environmental Scientist	Sr. CADD Technician	Total
1. Site Evaluation and Data Collection							
a. Site Visit	4		4				8
b. Site Narrative	4		8				12
g. QA/QC	2						2
Subtotal=	10		12				22
2. Concept Design and Preliminary Cost Estimate							
a. Conversion of Existing Conditions Survey to GPI Standards						8	8
b. Concept Site Grading and Utility Plan	4		16	16			36
c. Revisions	2		8	8			18
d. Preliminary Cost Estimate	2		8				10
e. Mandatory Referral Form	2		4				6
f. NRI Equivalency Letter		4			12		16
g. Woodland Conservation Exemption		8			8	4	20
h. Site Development Concept Plan	2		8				10
i. SWM Concept	4		24			6	34
j. Maryland 378 Exemption			4				4
k. Concept E&S	4		16			8	28
l. QA/QC	8						8
Subtotal=	28	12	88	24	20	26	198
3. Construction Plans							
a. Site, Grading and Utility Plan	4		8	8			20
b. Site Details			8	8			16
c. Landscape Plan		4			8	8	20
d. Landscape Details		2		8		8	18
e. Final SWM	8		16	16			40
f. Final E&S	8		8	8			24
g. Technical Specifications	4		8				12
h. Update Estimate	2		8				10
i. QA/QC	8						8
Subtotal=	34	6	56	48	8	16	168
TOTAL Items 1 through 6 =	72	18	156	72	28	42	388

##

Greenman-Pedersen, Inc. (GPI)
AVERAGE HOURLY RATE

Date: 1/14/2020

**Engineering Services for Transportation Facilities
Greenman-Pedersen, Inc. (GPI)**

Job Classification	Billable Rate	Hours	Extension
1. Sr. Project Manager	\$191.23	72.00 =	\$13,768.56
2. Sr. Landscape Architect	\$142.56	18.00 =	\$2,566.08
3. Project Engineer	\$126.72	156.00 =	\$19,768.32
4. Senior Engineer	\$111.84	72.00 =	\$8,052.48
5. Environmental Scientist	\$86.40	28.00 =	\$2,419.20
6. Sr. CADD Technician	\$89.52	42.00 =	\$3,759.84
	Total	388.00	\$50,334.48
Average Rate equals Extension divided by hours		Average hourly rate	\$129.73

CITY OF COLLEGE PARK

Cost and Price Summary - Consultant Services Contract

Date: December 6, 2019

ADMINISTRATION: City of College Park
PROJECT: Princeton Ave Connector Trail
CONTRACT: Engineering Services for Transportation Facilities
Consultant: Greenman-Pedersen, Inc. (GPI)
Subcontractor:

1. All Inclusive Rate - GPI	388.00 Man Hours X	\$129.73 Avg. Hourly Rate	\$50,334.48
		(See Attached Sheet)	
2. Escalation (NA)			\$0.00
3. Payroll cost (included)			\$0.00
4. Total of Items 1,2 and 3 above			<u>\$50,334.48</u>
5. Fixed Fee (Included)			\$0.00
6. Direct Expenses:			
a. Local Travel	miles at	Per mile	\$0.00
b. Meals and Lodging			\$0.00
c. Printing, Meeting Displays			\$0.00
d. Telephone, Fax, Postage, Photographs, and Miscellaneous			\$0.00
		Subtotal Direct Expenses	<u>\$0.00</u>
		TOTAL FEE	\$50,334.48

7. Subcontractor: Separate Cost and Price Summary for each firm to be appended

Name	Amount	
=		
=		
=		
=		
	<u> </u>	
Total Subcontractors	\$ -	
% of assignment	0.00%	
8. Other (Contingent)	\$ -	<u>\$0.00</u>
9. Total Proposed Fee		<u>\$50,334.48</u>
	Total:	\$50,334.48

Greenman-Pedersen, Inc. (GPI)
AVERAGE HOURLY RATE

Date: 1/14/2020

**Engineering Services for Transportation Facilities
Greenman-Pedersen, Inc. (GPI)**

Job Classification	Billable Rate	Hours	Extension
1. Sr. Project Manager	\$191.23	6.00 =	\$1,147.38
2. Sr. Landscape Architect	\$142.56	0.00 =	\$0.00
3. Project Engineer	\$126.72	20.00 =	\$2,534.40
4. Senior Engineer	\$111.84	0.00 =	\$0.00
5. Environmental Scientist	\$86.40	0.00 =	\$0.00
6. Sr. CADD Technician	\$89.52	16.00 =	\$1,432.32
	Total	42.00	\$5,114.10
Average Rate equals Extension divided by hours		Average hourly rate	\$121.76

CITY OF COLLEGE PARK
Cost and Price Summary - Consultant Services Contract

Date: **December 6, 2019**

ADMINISTRATION: City of College Park
PROJECT: Princeton Ave Connector Trail
CONTRACT: Engineering Services for Transportation Facilities
Consultant: Greenman-Pedersen, Inc. (GPI)
Subcontractor:

1. All Inclusive Rate - GPI	42.00 Man Hours X	\$121.76 Avg. Hourly Rate	\$5,114.10
		(See Attached Sheet)	
2. Escalation (NA)			\$0.00
3. Payroll cost (included)			\$0.00
4. Total of Items 1,2 and 3 above			<u>\$5,114.10</u>
5. Fixed Fee (Included)			\$0.00
6. Direct Expenses:			
a. Local Travel	miles at	Per mile	\$0.00
b. Meals and Lodging			\$0.00
c. Printing, Meeting Displays			\$0.00
d. Telephone, Fax, Postage, Photographs, and Miscellaneous			\$0.00
		Subtotal Direct Expenses	<u>\$0.00</u>
		TOTAL FEE	\$5,114.10

7. Subcontractor: Separate Cost and Price Summary for each firm to be appended

Name	Amount	
=		
=		
=		
=		
	<u> </u>	
Total Subcontractors	\$ -	
% of assignment	0.00%	
8. Other (Contingent)	\$ -	<u>\$0.00</u>

9. Total Proposed Fee \$5,114.10

Total: \$5,114.10

20-G-10

Modifications to Permit Parking Zone 4A



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

AGENDA ITEM 20-G-10

Prepared By: Robert W. Ryan,
Public Services Director and
James Miller, Parking Enforcement Manager

Meeting Date: 01/28/2020

Presented By: Robert W. Ryan,
Public Services Director

Consent Agenda: Yes

Originating Department: Public Services, Parking Enforcement Division

Action Requested: Approval of modifications to Permit Parking Zone 4A on a portion of Cherokee Street to add a visitor's parking zone for residents of the Townhouses on Cherokee Street.

Strategic Plan Goal: Goal #1: One College Park

Background/Justification:

At its January 5, 2016 Worksession, the Mayor and Council discussed the new development, 'Metropolitan' (later renamed 'The Boulevard at 9091') scheduled for construction at the intersection of Cherokee Street and Baltimore Avenue. The original plan for this development included a multifamily building and parking structure along Baltimore Avenue in addition to Townhouses. The plans included additional parking for the townhouse residents in the garage. The townhouses have been constructed to meet the minimum of two off street parking spaces per unit, but the multifamily building and parking structure have been delayed and may not be constructed at all. It is unknown at this time what the plans are for the remainder of the development.

In 2016, Council asked that a survey be sent to property owners on the neighboring streets to gather feedback as to whether a residential parking permit area should be created in advance of this construction. Following the results of this survey (52% for, 48% against), the Council approved a new residential permit parking zone on September 25, 2018 (18-G-124) for all streets east of Baltimore Avenue to Rhode Island Avenue, and from Blackfoot Road north to, but not including, Delaware Street. Residents of the new townhouses were excluded from obtaining residential parking permits in this zone. The days and hours of enforcement for new permit zone 4A were set at seven (7) days a week from 7:00 p.m. to 7:00 a.m. by permit only. Enforcement of the new requirement began October 28, 2019.

By agreement with, and funding by, the developer, the cost of residential permits was free to residents for the first year. Unless the Council eliminates annual residential parking permit fees, residents of this zone will begin paying \$10 per year per vehicle permit beginning one year from the start of the current permit period.

Shortly after enforcement started, staff began receiving calls and emails from residents with concerns about the lack of available parking for residents of the new townhouses since they were prohibited from purchasing permits on Cherokee Street. A grace period along Cherokee Street adjacent to the townhouses was granted over the Thanksgiving and Christmas holidays pending Council discussion of whether these properties should be entitled to resident and visitor permits for on-street parking.

At the January 21, 2020 Worksession, Council agreed to allow townhouse residents to purchase visitor parking permits to park along Cherokee Street between Baltimore Avenue and 48th Place.

Fiscal Impact:

Parking permit and ticket revenue.

Council Options:

- #1. Approve modifications to Permit Parking Zone 4A on a portion of Cherokee Street to add a visitor's parking zone for residents of the Townhouses on Cherokee Street.
- #2. Maintain the current conditions.
- #3. Decide other options in this zone.

Staff Recommendation:

Option #1

Recommended Motion:

I move to approve modifications to Permit Parking Zone 4A on Cherokee Street between Baltimore Avenue and 48th Place, to add a visitor parking zone for residents of the townhouses on Cherokee Street. Each address will be allowed to purchase two annual visitor permits at \$1.00 each.

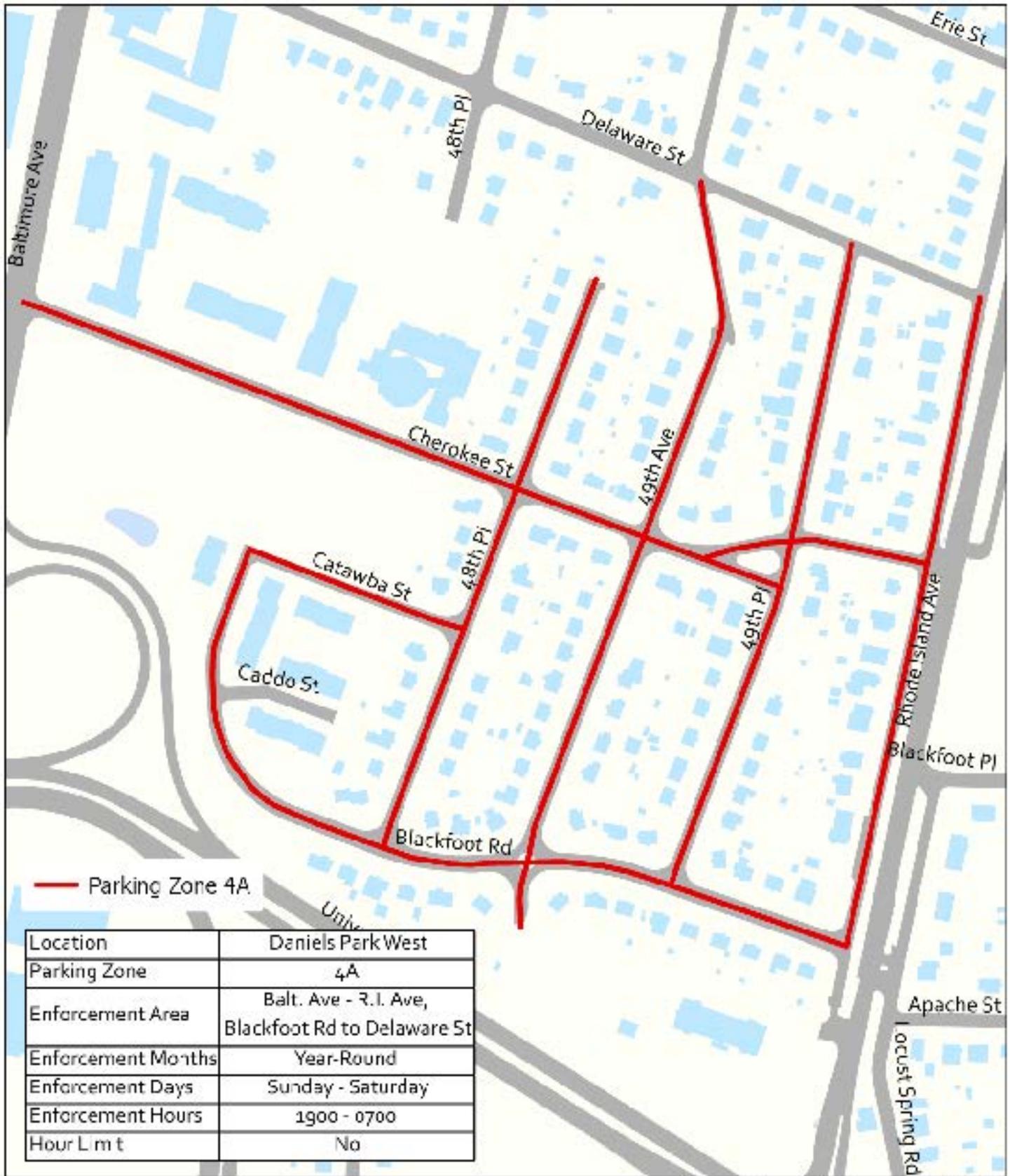
Attachments:

- 1. Map of all streets within residential permit zone 4A

City of College Park Parking Map

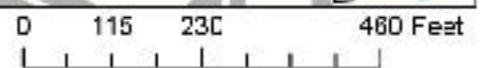
Zone 4A

Created by: College Park Engineering
 Source: College Park GIS, MNCHPC
 Created: 1/15/2020



— Parking Zone 4A

Location	Daniels Park West
Parking Zone	4A
Enforcement Area	Balt. Ave - R.I. Ave, Blackfoot Rd to Delaware St
Enforcement Months	Year-Round
Enforcement Days	Sunday - Saturday
Enforcement Hours	1900 - 0700
Hour Limit	No



20-G-11

Letter
To MDOT
re: Consolidated
Transportation
Program



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

AGENDA ITEM 20-G-11

Prepared By: Terry Schum,
Planning Director

Meeting Date: January 28, 2020

Presented By: Terry Schum

Consent Agenda: Yes

Originating Department: Planning, Community and Economic Development

Action Requested: Approval of a letter to the Secretary of the Maryland Department of Transportation (MDOT) on the draft 2020-2025 Consolidated Transportation Program (CTP)

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

Background/Justification:

MDOT's six-year draft CTP includes detailed information on minor and major capital projects across all agencies in the Department and will be submitted to the State Legislature in January for approval in April. At a Worksession on January 21, 2020, the City Council reviewed projects in the CTP of importance to the City and directed staff to prepare a letter to the MDOT Secretary, Gregory Slater, with comments regarding certain projects.

Fiscal Impact:

None

Council Options:

1. Approve a letter (attached) to MDOT Secretary Slater with City Comments on the draft CTP.
2. Approve a letter to MDOT Secretary Slater with different comments.
3. Do not provide comments on the CTP.

Staff Recommendation:

1

Recommended Motion:

I move that the City Council send a letter to the Secretary of the Maryland Department of Transportation with comments on the draft Consolidated Transportation Plan for 2020- 2025.

Attachments:

1. Letter to MDOT Secretary Slater



CITY OF COLLEGE PARK

OFFICE OF THE MAYOR & CITY COUNCIL

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

January 28, 2020

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

jrigg@collegetparkmd.gov
443.646.3503

DISTRICT 4

Maria E. Mackie

mmackie@collegetparkmd.gov
240.472.0681

Denise Mitchell

dmitchell@collegetparkmd.gov
301.852.8126

Gregory Slater, Secretary
Maryland Department of Transportation (MDOT)
7201 Corporate Center Drive, POB 548
Hanover, Maryland 21076

Re: Draft Consolidated Transportation Program (CTP) 2020-2025

Dear Secretary Slater:

On January 14, 2020, staff from MDOT updated the City Council on several state projects that are planned or underway in the City of College Park. The Council appreciates the opportunity to hear what has become an annual briefing and to interact with your staff. In addition, the Council has reviewed the current Draft CTP and offers the following comments on projects that have a direct impact on College Park.

US 1, Baltimore Avenue from College Avenue to MD 193 (Segment 1)

The City understands that the construction contract for this long-awaited project has been awarded and that construction will start this April. The City is pleased to learn that the state is pursuing an aggressive timetable and will maximize both day and night work hours in order to help minimize disruption to the community.

US 1, Baltimore Avenue from College Avenue to MD193 (Segments 2 & 3)

Continuing pedestrian, safety and operational upgrades on US 1 is a state priority, however, these segments of the reconstruction of Baltimore Avenue remain unfunded in the CTP. Given the long timeframes for project engineering, the City requests that design and engineering funding be programmed in the CTP as soon as possible in order to avoid a large gap between the construction of segment 1 and segments 2 & 3.

I-495 and I-270 Managed Lanes Study (Traffic Relief Plan)

This project will likely have a major impact on the residents of College Park and the Council looks forward to reviewing and commenting on the Draft

Letter to: Gregory Slater, Secretary
Maryland Department of Transportation
January 28, 2020
Page 2

Environmental Impact Study (DEIS) due to be released this spring. It is imperative that the impacts to City property especially single-family homes and the City street network be fully documented. It is very important to understand all of the impacts and how they will be mitigated before proceeding with any work under the next phase of the project.

I-95/I-495 at Greenbelt Metro Station

The project to construct a full interchange at this location has been put on hold. The City would like to see this project move forward as it will facilitate traffic movement to and from the Greenbelt Metro Station as well as serve as a catalyst for new development in the station area.

Bikeways Network Program

The City is very excited about the increased funding commitment that Governor Hogan has made to this program over the next two years. It is an important resource for the community as we work to implement the City's Complete Streets Policy.

The College Park City Council and City staff work closely with your staff from across agencies and we look forward to continuing this collaboration as important projects such as the Purple Line and reconstruction of Baltimore Avenue are constructed.

Thank you for your consideration of the City's comments on the 2020-2025 Draft CTP.

Sincerely,

Patrick L. Wojahn
Mayor

cc: State Senator James Rosapepe and 21st District Delegates
Prince George's County Councilmember Dannielle Glaros
Prince George's County Councilmember Thomas Dernoga
UMD Vice President for Administration and Finance Carlo Colella
Victor Weissberg, Prince George's County Department of Public Works and Transportation

20-G-18

Award of Contract
To Altenergy, Inc



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

Agenda Item: 20-G-18

Prepared By: Robert L. Marsili, Jr.
Director of Public Works

Meeting Date: January 28, 2020

Presented By: Robert L. Marsili, Jr.
Director of Public Works,
Terry Schum, Director of Planning

Proposed Consent Agenda: Yes

Originating Department: Department of Public Works and
Department of Planning, Community and Economic Development

Issue Before Council: Award of Contract for Solar Photovoltaic System at 9217 51st Avenue, DPW
Landscape Garage Building

Strategic Plan Goal: Goal 4: Quality Infrastructure

Background/Justification:

The City of College Park requested bid proposals for design, Installation and maintenance - Solar Photovoltaic System **RFP CP-20-02**. This Project is funded through a grant (\$50,000) from the Maryland Energy Administration (“MEA”) and (\$29,844) from (CIP) Facilities Capital Reserve account. Contractor must comply with applicable grant and completion requirements. Work under the contract must be completed by July 1, 2020. A mandatory pre-bid meeting was held on January 6, 2020.

The intent of this project is to install and maintain the highest kilowatt photovoltaic array possible, based on location and site conditions and within the established budget. The minimum acceptable system power capacity is 31.10kW. The solar system shall be installed on the roof of the DPW Landscape Garage Building located at 9217 51st Avenue, College Park, Maryland, 20740. Work must be completed and functional on or before July 1, 2020.

The RFP for this project was issued on Friday, December 6, 2019. Three bids were received on January 13, 2020. After review of the bids we received, below are the vendors that submitted bids and evaluated by staff.

Bidder	Base Price
Altenergy Inc.	\$79,844.00
Sunrise Solar Inc.	\$86,000.00
Advanced Solar	\$87,819.00

References were checked for the bids and Altenergy, Inc. was found to have the lowest price and positive references. Therefore, staff recommends the award of this contract to Altenergy, Inc. for the amount of \$79,844.

Fiscal Impact:

Funding of \$50,000 is available through a grant from the Maryland Energy Administration (“MEA”). The remaining \$29,844 would be funded with Facilities Capital Reserve CIP #991013 account for a total of \$79,844.

Council Options:

1. Award the contract to Altenergy, Inc. for Solar Photovoltaic System for an amount of \$79,844.
2. Provide different direction to staff.
3. Decide not to move forward at this time.

Staff Recommendation:

Option #1

Recommended Motion:

I move to award a contract to Altenergy, Inc. in the amount of \$79,844, for the design, installation and maintenance of a Solar Photovoltaic System at the Department of Public Works Landscape Garage.

Attachments

- 1 – Contract
- 2 – Scope of Work
- 2 -- MEA Grant

**CONTRACT FOR THE DESIGN, CONSTRUCTION AND MAINTENANCE OF A
SOLAR PHOTOVOLTAIC SYSTEM**

CP-20-02

THIS CONTRACT FOR THE DESIGN, INSTALLATION AND MAINTENANCE OF A SOLAR PHOTOVOLTAIC SYSTEM (this "Contract") is effective the _____ day of _____, 2020, by and between the City of College Park, (hereinafter referred to as the "City ") and _____ (hereinafter referred to as the "Contractor").

WHEREAS, the City wishes to provide, through a Maryland Energy Administration ("MEA") grant, as amended (attached and incorporated as Exhibit A), for the a turnkey design, installation and maintenance of a solar photovoltaic system ("System") of a minimum 30.00 kW, to be mounted on the rooftop of the City's Department of Public Works Landscape Garage building ("PW Building") and related services as set forth in this Contract (collectively, the "Project"); and

WHEREAS, the Contractor is willing to provide said services.

NOW THEREFORE, the parties hereto agree as follows:

I. SCOPE OF WORK

The work required of the Contractor will be performed in coordination with the City and the City's designated project manager. The work to be performed by the Contractor is as follows:

The intent of this Project is to install and maintain the highest kilowatt photovoltaic array possible, based on location and site conditions and within the established budget. The minimum acceptable system power capacity is 30 kW. The system shall be installed on the roof of the Department of Public Works Landscaping Garage, located at 9217 51st Ave, College Park, Maryland, 20740. Work must be completed and functional on or before June 1, 2020.

Upon award of the contract, the following work (the "Work"), under the supervision of the Project Manager or his designee, will be required per the Contract Documents:

a. System Design

1. Site Conditions: Obtain all necessary site condition information at the PW buildings which may affect the ability to install the System. The site condition information to be included in the design report shall include, but not be limited to:

- A. Condition of the surface, subsurface and underground structures that may impact the System;
- B. load calculations for the solar panels, tracks, anchoring equipment and other System elements;
- C. any restrictions of the roof or building structure to support the System;
- D. placement of current rooftop equipment (ex: HVAC units), and the recommended placement of the System to avoid or mitigate obstruction of this existing equipment;

E. the optimal means by which to access the roof in a secure manner. Proposals should include as few roof penetrations as possible, to minimize the potential for roof leaks.

2. *System Anchoring*: Provide calculations and comparison recommendations for a fixed in place mounting system that maintain the integrity of the roof and avoiding roof penetrations. The secure System can be moved if necessary to enable ongoing maintenance and roof repairs.

3. *System Design*: Provide a design layout for the System, including but not limited to:

- K. Recommended location and design of the array, including racking, module placement, conduit raceways, conduit sizes, module spacing, etc.;
- L. Recommended PV model type and model no.;
- M. Recommended number and dimensions of solar panels and their respective efficiency rating;
- N. Recommended inverter type, model number and rating;
- O. Azimuth and tilt;
- P. Maximum System size AC and DC;
- Q. Controls, monitors and all related instrumentation;
- R. Estimated length of System productivity;
- S. Time line for installation with major anticipated milestones, including permitting and approvals, site preparation, and any lead time for the delivery of panels or equipment;
- T. Maryland Licensed Professional Engineer verification that the system will meet wind-load, seismic and structural requirements.

4. *System Production*: Provide calculations and estimations of year 1 electricity production, as well as rated System degradation percentage and the related decline in power production over the years of the System installation.

5. *System Regulations and Conditions*: Provide written confirmation of compliance with all prevailing code, fire safety regulations, and general site safety considerations.

6. *Project Guarantees and Warranties*: Provide how the following guarantee/warranties will be implemented:

- K. All exposed quick-connect wiring shall be warranted against UV degradation for 25 years.
- L. All metals used in the construction of the system including, but not limited to, PV modules and array support structures shall be warranted against degradation for 25 years.
- M. All PV equipment and installations, including without limitation modules, inverters, optimizers and roof penetrations (if any) shall be warranted for a 25-year transferable manufacturer's warranty.
- N. The design shall provide for a functional PV system, to include, but not be limited to the solar panels, racking, and sealants to provide a water-tight installation on the asphalt shingle roof and connections to existing circuits, as

well as conduit, junction boxes, wiring, pull boxes, inverter(s), data connections, and other electrical items as required by the system design. The system must include a functional network-connectable monitoring system that will provide daily reports of system status power generation and all required wiring that will connect the system to the City's network switch located within the building(s) (network switch to be provided by the City).

7. *PEPCO Approval*. Using PEPCO Maryland Application Process Steps to obtain the approval of PEPCO to implement Aggregated Net Energy Metering for the and applied for by Contractor during the System Design phase of this Contract.

b. Utility Connection Considerations

1. *Net Metering*: Optimize the System design pursuant to State and utility regulations on municipal net metering and maximum allowable System size, specifically using the State of Maryland Pilot Tariff for Aggregated Net Energy Metering (Rider ANEM) of the Maryland State Senate Bill 355, Electricity Net Metering. To the extent that System generation output is greater than the municipality's electricity requirements, the Proposal must include a plan for the disposition of any power in excess of electricity purchased (e.g., net metering, offsets, or sale into the wholesale power grid), in full compliance with state and utility guidelines.
2. *Utility Tie-in*: System design will include location, logistics, cost and other considerations for System tie-in with the Pepco utility grid. Perform or provide all applications, studies and testing procedures to prepare the system for interconnection with the utility grid. All costs associated with the utility interconnection shall be included as part of the Proposal. Determine whether a distribution system upgrade will be necessary as a result of installing the electrical interconnection and the anticipated load. Any anticipated upgrades will be identified in the Proposal. These elements of the design will be completed in consultation with Pepco representatives, per the steps outlined.
3. *Measurement and Verification*: Provide a measurement and verification strategy for metering onsite electricity generation, and the impact (if any) on time demand related charges on the City utility bills and daily demand charges (peak demand and time tariff).

c. Financial Structuring

1. *Credits, Rebates and Incentives*: Implement the plan for the disposition or assignment of any:
 - A. benefits such as SRECs, greenhouse gas offsets, or forward capacity market payments generated in connection with the operation of the System;
 - B. tax credits or incentives generated in connection with the operation of the System, including if applicable the PTC and any credits available through the State of Maryland;
 - C. other grants or rebates available in connection with the installation of the System;
 - D. requirements (such as insurance, reporting, etc.) that maybe associated with available rebate and incentive programs.

2. *Potential System Revenues and Savings*: Provide a:

- A. Table of yearly estimated SREC values for the duration of the installation;
- B. Table of yearly estimated value of electricity generated, both gross and net of the city's total current electricity consumption; and
- C. Yearly estimate of total potential system value of combined SREC values and the value of net electricity savings.

Any assumptions of future values (SREC, price of electricity, etc.) will be documented.

3. *Analysis of Tax Opportunities*: Advise whether the City, as a non-taxable entity, may make use of the Production Tax Credit (PTC) and Investment Tax Credit (ITC). This may include creative recommendations using innovative models.

d. Pre-Installation

1. *Permits*: Provide a table of permits, associated fees, permitting organization, timelines and required documentation needed to complete the project.

2. *Timeline*: Provide a timeline for construction. Installation must be complete, the System commissioned, and all funds fully expended prior to June 1, 2020. Time if of the essence to this contract.

e. Installation

Upon the approval of the System design Proposal by the Mayor and City Council, purchase of the applicable equipment and installation of the designed System will be authorized. Elements of the installation phase will include:

1. *Permits and Permissions*: Apply for and obtain all necessary permits required by all regulatory agencies including Federal, State, and Local jurisdictions. All associated fees shall be clearly identified as a distinct part of the cost proposal. Likewise the Work shall include all other cost elements necessary for a turn-key installation project, including but not limited to: rebate applications, grid connection agreement, and approvals from governing agencies.

2. *Construction and Commissioning*: The Work shall include, but not be limited to, the following elements of a turnkey construction and commissioning project:

- A. Timelines for acquisition of materials;
- B. Proposed construction schedule, including delivery, installation, testing and commissioning;
- C. Project management protocols to ensure schedule adherence, including willingness to post liquidated damages for delays and performance shortfalls;
- D. Reporting and client liaison protocols to be employed throughout construction process;
- O. Management and oversight of subcontractors;
- P. Associated labor, taxes, services and equipment by task;
- Q. Warranties and guarantees provided by the bidder.
- R. Review and certification of System by a professional structural engineer

- S. Install racking with flashed installed stanchions according to professional engineer drawings.
- T. Install all wiring and equipment required by the contract work according to the National Electric Code

3. *Record / Archive:* The Work includes provision of "as built" and record drawings of all existing and modified conditions associated with the project conforming to typical engineering standards. This should include architectural, mechanical, electrical, structural, and control drawings each stamped by a Professional Engineer (P.E.) for the corresponding discipline. Any records required by MEA shall be maintained and provided.

4. *Electrical Compliance:* Only electrical contractors or sub-contractors licensed by the State of Maryland may be employed to perform all electrical installations and connections. Provide rough-in and final electrical inspections by appropriate third-party inspectors.

5. *Start-Up, Testing and Commissioning:* System start-up, testing and commissioning. The City reserves the right to observe and verify the System's performance. Required start-up, testing and commissioning services include:

- A. Start-up of the PV system until it achieves a delivery of at least 80% of the expected average hourly production for the applicable month.
- B. Successful registration of the SRECs with the Maryland Public Service Commission as well as the Interconnect Agreement and CPCN waiver.
- C. Provision of an inspection certification by an appropriate electrical inspector.
- D. All interconnection agreements, forms, etc. with the utility provider (PEPCO).

f. Maintenance and Operations

It is expected that the System will have a life expectancy of at least 25 years or more, and that at the end of the project the City will decommission and remove the System from the roof of the building. Contractors shall provide an operation and maintenance ("O&M") manual. The manual should include basic system maintenance data including key elements for preventive maintenance, test and commissioning data, O&M data, and all warranty information.

1. *Maintenance and Operations for Five Years:* Provide maintenance and operation for a period of five years from date of initial commissioning.

2. *Maintenance and Operations:* Supply a pro-forma maintenance and operations schedule ("O&M") for the life of the System, which includes, but will not be limited to:

- A. O&M schedule with major milestones including decommissioning;
- B. O&M costs, both yearly and cumulative;
- C. O&M responsibilities, clearly identifying any specialist skills or trades required;
- D. A table of System depreciation and anticipated decline in production;
- E. An associated Cost proposal for each task included above;
- F. Sets of site-specific parts manuals for the installed equipment;
- G. Procedural information for emergency or shut-down conditions that arise during the lifetime of the system.

3. *Contingency.* Provide a detailed contingency plan for the possibility, including sequence, costs and other considerations, in the event that the roof requires repair during the life of the project and the System must be temporarily moved.

G. Record keeping

The selected bidder, at no additional cost, will be required to maintain those invoices and other forms of documentation designated by MEA to allow for Program reimbursement.

The Contractor shall supervise and direct the work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract.

The scope of Work under this Project Contract shall include labor, materials, equipment and services and miscellaneous improvement items related to the site as described and specified in the Contract Documents. The scope of Work shall include all other work and items incidental to completion of Work and shall include all modifications and miscellaneous items as shown on Contract Documents or as directed by the Engineer.

The Contractor shall furnish all of the material and perform all of the work as described in these Contract Documents.

II. CONTRACT TIME

The Work must be commenced within five days of the date on which Contractor receives the Notice to Proceed from City, and be completed and fully operational, invoiced, and paid on or before June 1, 2020. Provisions for liquidated damages for failure to comply with the Contract Time are set forth in the General Terms and Conditions. Time is of the essence with respect to this Contract.

III. CONTRACT PRICE

The City agrees to pay to the Contractor the sum of _____ for the System design and installation Work described in the Contract Documents and the sum of _____ for Operations and Maintenance Work. Additional services related to this Contract shall be provided by the Contractor on an as-needed basis as directed by the City in writing. Such services shall be billed to the City at the per-unit price or hourly rates approved by the City. Except as noted herein, in no event shall the amount billed by the Contractor exceed that amount attributed to the work completed as of the date of the bill.

IV. CONTRACT DOCUMENTS

This Contract and the following enumerated documents form the entire Contract between the City and Contractor and they are fully incorporated herein by reference:

- A. Request for Bid Proposal and all attachments
- B. Contractor Bid Proposal and Affidavits
- C. General Terms and Conditions
- D. Performance Bond
- E. Labor and Materials Bond
- F. Other Documents Contained within the Bid Specifications
- G. Exhibit A MEA Grant Agreement and amendment
- H. Schedule of work
- I. PEPCO Maryland Application Process Steps
- J. Exhibit B Warranties

In the event of a conflict between these General Terms and Conditions, Drawings/Plans, and the Contract, the approved Drawings/Plans and Change Orders will prevail over the Contract, which will prevail over the General Terms and Conditions.

V. CAPACITY TO PERFORM

The Contractor represents to the best of its knowledge, information and belief that all equipment and personnel necessary for providing the described services and items will be available as needed.

VI. STATUS OF CONTRACTOR

The Contractor shall perform the services described herein as an independent contractor and not as an employee of the City.

VII. INSURANCE AND INDEMNIFICATION

Contractor 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, Contractor will name the City and MEA as additional insureds, 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 \$2,000,000 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage. Contractor shall obtain builder's risk insurance in an amount appropriate to cover potential losses. The City will not be liable for any damages during construction.

ii. Automobile Liability Coverage: Automobile insurance with a combined limit of \$1,000,000 for each occurrence/ aggregate.

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

iv. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Contractor shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of \$500,000. All corporations are required to provide Workers' Compensation Certificates of Insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City and the MEA within ten (10) days following the execution of this contract and prior to commencement of any work. The City and MEA 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 Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

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

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

Any special hazards, such as blasting, shall be covered by a rider or riders to the Public Liability and/or Property Damage Insurance policy or policies to cover any special hazards which may develop in the course of the work with such companies and in such amounts as may be approved by the City.

The Contractor shall indemnify and save harmless the City, and MEA, their officers, officials, 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 the Contract, including attorneys' fees, caused by the negligent or willful actions or omissions on the part of the Contractor, its agents, servants, sub-contractors and employees.

VIII. LICENSES, PERMITS, APPLICABLE LAWS

The Contractor will be responsible for obtaining any and all licenses and permits pertaining to the performance of the Work under the Contract. All services and materials provided by the Contractor shall conform to all applicable laws and regulations.

IX. MATERIALS AND STANDARD OF WORK

All Work performed, and material provided, pursuant to this Contract shall be in conformance with applicable standards adopted by the State of Maryland and Prince George's County and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor. The Contractor will guarantee that materials conform to specifications herein, that the materials will be free from defects, and that the materials are fit for the purpose for which they are intended. All warranties provided by Contractor under this Contract are as set forth exclusively in Exhibit B to this Contract. Further, the Contractor shall, in a manner reasonably acceptable to the City, return to original condition any property disturbed or damaged during the Work.

X. ACCURATE INFORMATION

The Contractor certifies that all information provided in response to the invitation to bid or in response to other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and to terminate this Contract.

XI. PERIODIC AND FINAL INSPECTION

The City and MEA will make periodic inspections of the work through the Project Manager or other representatives. A final inspection of the Work shall be made by representatives of the City and MEA and the Contractor at the end of the Work and cure period to ensure that all requirements have been met. Final acceptance of the Work shall be deemed to occur when the System has passed all final building and electrical inspections ("Acceptance"), and the City will provide a written notice to Contractor upon such Acceptance. Title and risk of loss to all equipment comprising the System shall pass to the City upon Acceptance.

XII. RETAINAGE

The City will pay the total amount of the Contract Price, less five percent (5%) retainage ("Retainage"), to the Contractor upon Acceptance. The Retainage shall be paid to the Contractor sixty (60) days after Acceptance, or upon completion of the Work items remaining on the punch list, whichever is later. The said Retainage is held as security for performance, including but not limited to receipt from the Contractor of an approval to operate from utilities, and not as liquidated damages and the forfeiture of the Retainage shall not release the Contractor from any liability in excess of the Retainage. In addition, the City shall retain those sums equal to any

outstanding unpaid amounts claimed by any suppliers, sub-contractors, or others for labor or materials contributed to the Work.

XIII. PERFORMANCE BOND

The Contractor shall give a Performance and Labor and Materials Bond within ten business (10) days after the date of the full execution and delivery of the Contract. The Performance Bond shall be in the amount of 100% of the Contract Price attributable to labor, and the Labor and Materials Bond shall be in the amount of 100% of the Contract Price attributable to the materials included in the Project.

XIV. RESTORATION OF PROPERTY

The Contractor, at its own expense, will restore or replace any property displaced or damaged by Contractor as a result of Work performed under this Contract to the condition in which it existed immediately prior to such displacement or damage to the reasonable satisfaction of the City.

XV. TERMINATION FOR DEFAULT

Failure of the Contractor to deliver work, supplies, materials, or services in a timely manner, to correct defective Work or materials, to act in good faith, or to carry out the Work in accordance with Contract Documents within 10 days of the date on which Contractor receives written notice from the City specifying in reasonable detail the nature of Contractor's non-performance, or within 24 hours after receipt of notification concerning a default involving acts or omissions by Contractor agents, servants or employees violating on-site restrictions such as smoking or presence in unauthorized areas, shall constitute a breach of this Contract. In such event, the City may give notice to the Contractor 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 Contractor 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.

XVI. TERMINATION FOR CONVENIENCE

The performance of the Work or delivery of services may be terminated in whole or in part at any time upon written notice if the City determines that such termination is in its best interest. The City will be liable only for labor, materials and services furnished prior to the effective date of such termination and for materials and other goods ordered by Contractor or any of its subcontractors prior to Contractor's receipt of such notice for which Contractor or its subcontractor is unable to cancel its order with its suppliers.

XVII. NOTICES

All notices shall be sufficient if delivered in person or sent by certified mail, with proper postage affixed and return receipt requested, by electronic transmission with receipt, by facsimile transmission or by overnight delivery carrier to the parties at the following addresses:

If to City: Scott Somers
City Manager
City of College Park
8400 Baltimore Avenue
Suite 375
College Park, MD 20740

If to Contractor:

XVIII. ERRORS IN SPECIFICATIONS

The Contractor shall take no advantage of any error or omission in the specifications, and will design and install the System in conformity with the Contract Documents and specifications provided by the City. In the event that Contractor becomes aware of any error or omission in the specifications or Contract Documents that makes it unable to design or construct the System in accordance therewith, it shall promptly notify the City in writing and the parties shall thereafter meet and confer within three (3) Working Days with respect to reaching a mutually agreeable resolution. In the event that the error or omission is due to any act or omission on the part of a party other than Contractor, and Contractor is unable as a result thereof to complete the Work as required under the Contract Documents in a manner that does not increase the Contract Price or change the critical path of the Project schedule, then the resolution of the error or omission shall be considered as a Change Order for Extra Work.

XIX. GOVERNING LAW

This Contract is executed in the State of Maryland and shall be governed by Maryland law without regard to its conflict of laws provisions. The Contractor, by executing this contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Contract.

XX. INTERPRETATION

Any questions concerning conditions and specifications shall be directed in writing to the Project Manager. No interpretation shall be considered binding unless provided in writing to Contractor by the Project Manager. By execution of this Contract, the Contractor certifies that it understands the terms and specifications as set forth in the Contract Documents.

XXI. ATTORNEYS' FEES AND COSTS

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

XXII. SUCCESSORS AND ASSIGNS

This Contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, the Contractor shall not assign any right or obligation under this Contract without the City's express written consent, which may be withheld in the City's sole discretion.

XXIII. ENTIRE AGREEMENT

This Contract, including exhibits attached hereto and the Contract Documents, constitutes the entire agreement between the City and the Contractor with respect to the subject matter hereof and may only be amended in a writing executed by both parties.

XXIV. NON-DISCRIMINATION.

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

B. The Contractor certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work. Contractor shall post its non-discrimination policy in conspicuous places.

XXV. EQUAL BENEFITS.

A. Contractor must comply with the applicable provisions of § 69-6 of the City Code. The Contractor 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 Contractor 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 Contractor may not be in compliance with the provisions of this section.

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

XXVI. SEVERABILITY.

If and for so long as any provision of this Contract shall be deemed to be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other

provision of this Contract, except only so far as shall be necessary to give effect to the interpretation of such invalidity, and any such invalid provision shall be deemed severed from this Contract without affecting the validity of the balance hereof.

XXVII. COUNTERPARTS.

The parties may execute this Contract in counterparts, which each such document shall, in the aggregate and when signed by both parties, constitute one and the same instrument; and, thereafter, each counterpart shall be deemed an original instrument as against any party who has signed it. This Contract shall not be valid or enforceable unless and until duly executed by a duly authorized officer of each party.

XVIII. OTHER PAYMENTS; EXPENSES; TAXES.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2020.

WITNESS:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

WITNESS:

CONTRACTOR

By: _____

Name:

Title:

Approved as to form and legal sufficiency

Suellen M. Ferguson,
Attorney for the City of College Park

CITY OF COLLEGE PARK, MARYLAND

Request for Proposals CP-20-02 City of College Park

**Design, Installation and Maintenance - Solar
Photovoltaic System at Department of Public
Works Landscaping Garage Roof
9217 51st Ave, College Park, Maryland 20740**

Bid Documents

**Issued by
City of College Park
Department of Public Works
Telephone: 240-487-3590
FAX: 301-474-0825**

Bid Submission

**RFP Issue Date: Wednesday, December 6, 2019
Mandatory Pre-Bid Meeting: Monday, January 6, 2020 at 11:00 a.m.
Proposal Due Date: Monday, January 13, 2020 at 2:00 p.m.**

REQUEST FOR PROPOSALS CP-20-002
DESIGN, INSTALLATION AND MAINTENANCE –
SOLAR PHOTOVOLTAIC SYSTEM

Department of Public Works Yard

I. ADVERTISEMENT AND BID REQUIREMENTS

CITY OF COLLEGE PARK, MARYLAND

Request for Bid Proposals

Installation and Maintenance - Solar Photovoltaic System

RFP CP-20-02

The City of College Park requests sealed bid proposals for Installation and Maintenance - Solar Photovoltaic System (“Project”) **RFP CP-20-02**, as specified in the plans, specifications, drawings and all other contract documents (the “Contract Documents”). A bid bond is required in connection with the submittal of a bid proposal. This Project is funded through a grant from the Maryland Energy Administration (“MEA”) and Contractor must comply with applicable grant and completion requirements. Work under the contract must be completed by June 1, 2020.

Bid proposals must be submitted in original only, on the specified forms, in a sealed envelope containing the Bidder’s name and address, in accordance with the requirements specified in the RFP. Submissions should be marked **Installation and Maintenance – Solar Photovoltaic System, RFP CP-20-02**, and delivered to the Finance Department, City of College Park, 8400 Baltimore Avenue, Suite 375, College Park, Maryland 20740, no later than **Monday, January 13, 2020, at 2:00 p.m.**, at which time the sealed bids will be opened and read publicly. Award of a contract will be made by the Mayor and Council of the City of College Park.

A mandatory pre-bid meeting for interested bidders will be held on **Monday, January 6, 2020 at 11:00 a.m.** at 9217 51st Ave, College Park, Maryland. The pre-bid meeting is the potential bidder’s opportunity to raise questions or issues of concern regarding this project. Copies of the Contract Documents may be downloaded from the City’s website at www.collegeparkmd.gov. The RFP package will be listed under the “Government” tab on the homepage, then click “Bids and RFPs”. If you are unable to obtain the Contract Documents from the website, please contact the Finance Department, Monday-Friday 8:00 a.m.-5:00 p.m., at 240-487-3509.

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

The City reserves the right to reject any and all proposals in the best interest of the City. The Project Manager for this project is Robert Marsili, telephone 240-487-3597, FAX 301-474-0825, e-mail: rmarsili@collegeparkmd.gov.

II. PROJECT DESCRIPTION

The City of College Park (“City”) is requesting proposals (“Proposal”) for the design and installation of a grid-tied photovoltaic (PV) system of at least 30kW or similar sized, to be installed on the roof of the City’s Department of Public Works Landscaping Garage (“PW Building”), located at 9217 51st Ave, College Park, Maryland 20740, (the “ Project”). The Proposal shall also include a bid for 5-year maintenance and operation of the System, and an estimated budget for maintenance and operation of the System over its expected 25-year life span.

Contractor will have limited use of the project site for construction operations. Contractor will be required to maintain portions of the existing building affected by construction operations in a weather-tight condition throughout the construction period. The City will utilize the existing building during the entire construction period. Ingress to/egress from the building(s) must remain unobstructed during construction. Contractor must coordinate with the Department of Public Works during construction operations to minimize conflicts and facilitate the use and occupancy of the facilities by the City. Contractor must perform the work so as not to interfere with the City’s day-to-day operations. Generally, landscape workers arrive at the beginning of the day and retrieve vehicles from the garage. At the end of the work day the vehicles are returned to the garage. **Work can be performed between 6:00 a.m. and 4:00 p.m., Monday - Friday. Request to work at any other time will be evaluated based on operations at the facility and is subject to approval of the Project Manager.**

Existing Conditions:

The PW Building has space for a 2- pole breaker available within the existing sub-panel that is available for interconnection to the electrical system. The City conducted a 2015 Energy Audit which will be available for review by bidders. The PW Building average annual electricity consumption for the past four years is:

Year	kWH
2015	56,009
2016	46,199
2017	54,141
2018	48,898
2019 to date	35,936

Building Details

Roof Construction: The latest roof system was installed in 2019 and is asphalt shingle.
Facility Construction: Block masonry walls, one story, slab-on-grade, sloped roof, 2,592 square feet of gross floor area and serves as a garage for landscape vehicles. The garage was constructed in 1950. A 2015 Energy Audit is available for review by bidders.
Electric Sub-panel: A double pole breaker connection is available in the sub-panel for connection of the new PV system. If a larger amperage breaker is required, this must be provided by Contractor.

The PW Landscaping Garage is owned and operated by the City of College Park, and is located roughly 3 miles north-east of the city of Washington, D.C., just inside the Capital Beltway within a block of Rhode Island Avenue. The physical address of the building is 9217 51st Ave, College Park, MD, 20740

Figure 1: Aerial View of Public Works Landscape Garage



Schedule and Operating Summary

	Weekly Schedule	Weekly Hours
PW Office Hours	M-F: 7 am – 4 pm	40

**MARYLAND SMART ENERGY COMMUNITIES GRANT PROGRAM
GRANT AGREEMENT**

**STATE OF MARYLAND
MARYLAND ENERGY ADMINISTRATION**
1800 Washington Blvd, Suite 755
Baltimore, MD 21230
hereinafter "MEA"

and

**Fiscal Year 2018 Existing Maryland Smart Energy Community:
City of College Park
4500 Knox Rd, College Park, MD 20740**

hereinafter "Grantee"

AMENDMENT No. 1

The Grant Agreement referenced above (Grant 2018-02-520S1) between MEA and College Park is hereby amended as described below, pursuant to Article 1 and Article 2, Sections D(ii) and D(iii) of the Grant Agreement. All additions are shown in italics and all deletions are stricken out.

Article 1 is amended as follows:

The purpose of this Maryland Smart Energy Communities Grant (the "Grant") to Grantee, as an Existing MSEC, is to provide technical assistance and funding to assist Grantee in the development of the project to (1) replace HVAC units at the Youth and Family Services Building at 4912 Nantucket Road, under Grant #2018-06-420S1 and (2) install at minimum a 30 kW solar photovoltaic system at the Public Works Facility located at ~~7308 Yale Avenue~~ *9217 51st Avenue*, under grant 2018-02-520S1 (collectively referred to as "the Project"). MEA will approve the final project scope using the MEA MSEC Project Approval Form (Attachment A).

Article 2, Sections D(ii) and D(iii) are amended as follows:

(ii) By ~~July 6, 2019~~ *July 6, 2020*- Grantee shall complete the Project(s) approved by MEA and specified on the completed Project Approval Form.

(iii) By ~~August 3, 2019~~ *August 3, 2020*- Grantee shall submit to MEA all Reports and final invoices requesting Program costs reimbursements consistent with Article 4, Section (B).

All other terms of the Grant Agreement that are not hereby amended remain in full force and effect. If there is conflict between this amendment and the Grant Agreement or any earlier amendment, the terms of this amendment shall prevail.

The effective date of this amendment is the date upon which a fully executed version of this amendment is received by MEA, as evidenced by the MEA Date Stamp, above.

Upon execution of this amendment, the Grantee shall work to develop a project plan to ensure the proposed project can be completed by the new grant deadlines outlined above. Additional grant extensions are not guaranteed by MEA. MEA does not anticipate approving any additional project under this Grant Agreement that in the sole discretion of MEA is a new energy project.

CITY OF COLLEGE PARK

By: *Scott Somers*

Name: SCOTT SOMERS

Title: CITY MANAGER

MARYLAND ENERGY ADMINISTRATION

By: *Mary Beth Tung 8/6/19*
Mary Beth Tung
Director

Approved for Form and Legal Sufficiency
this 23^d day of July, 2019

By: *Michelle Hornit*
Assistant Attorney General, MEA

20-G-19

Award of
Contracts to
Sourcewell
and Criswell Chevrolet



CITY OF COLLEGE PARK, MARYLAND
REGULAR COUNCIL MEETING

AGENDA ITEM NUMBER 20-G-19

Prepared By: Robert L. Marsili, Jr.
Public Works Director

Meeting Date: Jan 28, 2020

Presented By: Robert L. Marsili, Jr.
Public Works Director

Consent Agenda: Yes

Originating Department: Department of Public Works

Action Requested: Award a contract to Sourcewell for the purchase of one (1) Refuse Truck AND award a contract to Criswell Chevrolet under Montgomery County Contract #1065341 for the purchase of two (2) sedans and (2) pick-up trucks with snow equipment packages

Strategic Plan Goal: Goal 6: Excellent Services

Background/Justification:

The following vehicles are inefficient and at the end of their useful life:

Replace One (1) Refuse Collection Truck:

Truck #344 is an 18-year-old 2002 Peterbilt/Leach 31 cubic yd. refuse truck which is due and scheduled for replacement in FY20. This truck is utilized daily by the Refuse and Bulk Trash Collection Crews to haul refuse and bulk/special trash materials to the Prince George's County Landfill. This vehicle needs to be replaced due to a variety of critical maintenance deficiencies that exist including structural rust in the refuse body and main hydraulic cylinders that are failing/leaking. The vehicle has over 135,000 miles, is costly to maintain, and is inefficient.

Replace Two (2) Parking Enforcement Sedans:

Car #255 and Car #258 are eleven (11) and twelve (12)-year-old gasoline engine Chevrolet Cobalt sedans which are utilized daily by Parking Enforcement Officers. These vehicles need to be replacement due to increased maintenance costs and inefficiency.

Replace Two (2) Large Snow Dump Trucks:

Two (2) International 4900 dump trucks with plows and spreaders are scheduled for replacement in FY20. These large dump trucks are utilized by the DPW crews for snow operations and to haul bulky material. Dump truck #340, a 2000 International, has been in the fleet for twenty (20) years and #346, a 2004 International, has been in the fleet for sixteen (16) years. Both have serious rust deterioration.

The Director of Public Works requests to replace these five (5) vehicles with the following vehicles:

1- 2020 Freightliner 114SD Chassis w/32 cu. yd. New Way, King Cobra Rear Load Packer	\$227,092.99
2- 2020 Chevrolet Bolts EV 5dr	\$64,812.46
2- 2020 Chevrolet Silverado 3500 HD 6.6 V-8, 4WD, Work Trucks with snow packages	<u>\$95,245.98</u>
	\$387,151.63

Replacing the large snow dump trucks with pick-up trucks will provide more flexibility. They do not require a CDL license to operate and are smaller and able to service neighborhood streets more efficiently. They reduce capital expenses since they are more affordable and produce less carbon emissions.

Fiscal Impact:

Funding for the purchase of these five (5) replacement vehicles is included in the Vehicle Replacement Program in the Capital Improvement Program (CIP).

Council Options:

1. Award the following contracts:
 - A. Award a contract to Sourcewell, Contract # 112014-NWY in the amount of \$227,092.99 to purchase one (1) 2020 Freightliner 114 SD with New Way Body 32cu. yd. King Cobra rear loader packer.
 - B. Award a contract to Criswell Chevrolet (Montgomery County Contract #1065341) in the amount of \$160,058.64 to purchase two (2) 2020 Chevrolet Bolts EV 5dr and two (2) 2020 Chevrolet Silverado 3500 HD 6.6 V-8, 4WD, Work Trucks with snow packages.
2. Direct staff to conduct more research.
3. Do not to award vehicle replacement contracts at this time.

Staff Recommendation:

Option #1

Recommended Motion:

I move to award a contract in the amount of \$227,092.99 to Sourcewell, Contract # 112014-NWY to purchase a 2020 Freightliner 114 SD chassis and New Way Packer Body AND award a contract Criswell Chevrolet under Montgomery County Contract #1065341 for the purchase of two (2) Chevrolet Bolt EV 5dr sedans and two (2) Chevrolet 3500 pick-up trucks with snow equipment package.

Attachments:

Price quote from Sourcewell Contract from Maryland Industrial Trucks
Price quotation from Criswell Fleet Sales
Price quotation from Moxley Truck Equipment



MARYLAND INDUSTRIAL TRUCKS, INC.

1330 West Nursery Road • Linthicum, Maryland 21090
Washington D.C. 301.474.0022 • Baltimore 410.636.1255 • Fax 410. 636.5734 • Toll Free 800.484.5439
www.mdindustrialtrucks.com

Sourcewell Contract # 112014-NWY
Quote for: City of College Park
9217 51st Ave
College Park, MD 20740
Dealer: MIT
Date: 10/30/2019
Sourcewell Member#:

Dealer must receive copy of PO
You may, in addition, send a copy of PO to:
New Way Trucks
P.O. Box 336
Scranton, IA 51462

Quantity	Part No.	Description	Sourcewell Price
1	8045	32RL King Cobra (204" Cab to Trunion)	\$65,542.61
1	KC3001	Complete Mount	\$3,514.09
1	KC3025	Auto-Trans (Hot Shift w/Overspeed) Gear Pump/Pack on the go	\$4,239.91
✓ 2	KC3050	Perkins Rotary Actuated (No Other Container Lifting Devices) D6220	\$12,298.17
✓ 2	KC3057	Dual Tap-In-Kit	\$2,517.70
1	KC3070	Halogen Mid Body Back-up Lights Includes Up to (2) Lights	\$380.91
1	KC3071	Halogen Work Lights - 2 inside upper tailgate shining in hopper	\$261.29
1	KC3072	Halogen Work Lights - 2 outside upper tailgate shining rearward	\$399.49
1	KC3074	Integrated Strobe Light Package System - 2 round lights upper tailgate	\$524.91
1	KC3075	Integrated Strobe Light Package System - 2 round lights lower tailgate	\$524.91
1	KC3076	Integrated Strobe Light Package System - 2 round lights front of body	\$617.81
1	KC3090	Safety Shut Down Streetside	\$171.87
1	KC3091	Driver Alert Buzzer Street Side	\$116.13
STD	KC3094	Fire Extinguisher--10lb. (standard on mounted units)	
STD		5.6" Color Flat Screen w/ Audio	
1	KC3120	Acrylic Urethane Enamel White	\$2,399.25
1	CK3138	Hopper Liner and Back 1/4" 100k	\$2,107.76
1	KC3144	Entire Ejection Panel Face 1/4" 50k from 10GA 50K	\$730.46
1	KC3148	Full Body Weld Inside vs. Stitched	\$521.42
STD		Frame Mounted Hydraulic Tank (standard)	
1	KC3152	Hour Meter on PTO	\$288.00
1	KC3156	Nylon Sleeves on Hoses	\$348.39
1	KC3157	Quick Connect Pressure Gage	\$103.36
1	KC3171	Rubber Mud Flaps Behind Rear Axles	\$195.10
STD		Rubber Mud Flaps In Front of Rear Axles (standard)	
1	KC3173	Shovel/Broom Rack	\$210.20
1	KC3176	Access Door 30"x 30"	\$250.84
1	KC3177	Access Door Steps (ladder w/handles)	\$396.00
1	KC3178	Steps Extend Length (not compatible w/kick bar)	\$459.87
STD		2-Year Cylinder Warranty	
STD		1-Year Body Warranty (std)	
STD		1-Year Hydraulic Warranty (std)	
✓ 1		Locally Sourced Brigade Camera System/Installed Locally	\$3,117.54
1	Chassis	To Distributor	\$118,885.00
1	Freight		\$3,570.00
1	PDI/Prep/Training/Delivery		\$2,400.00
	Total		\$227,092.99
	Total		\$227,092.99

CITY MEMBER # MUST BE ON P.O.

Trash Body Total - 102,237.99

Signature

Date

Ted Sowers

From: Scott Silverman <Fleet-Man@msn.com>
Sent: Wednesday, November 6, 2019 10:36 AM
To: Ted Sowers
Subject: Re: Bolt EV Proposal-Revised (New November Incentives)

Yes.
Will that work?

Spell Check by iPhone

Contract # 1065340

On Nov 6, 2019, at 10:27 AM, Ted Sowers <tsowers@collegeparkmd.gov> wrote:

Scott thanks so the total price is 32,406.23 just want to be sure
Thanks ted

From: Scott Silverman <fleet-man@msn.com>
Sent: Wednesday, November 6, 2019 9:11 AM
To: Ted Sowers <tsowers@collegeparkmd.gov>
Subject: Re: Bolt EV Proposal-Revised (New November Incentives)

2020 Chevrolet Bolt EV

\$37,425.23 Invoice

-519 Contract Reduction

-4,500 Govt Fleet

\$32,406.23 Montgomery/Prince George's County Contract Price

Scott Silverman
Fleet Sales Manager
Criswell Automotive
Gaithersburg, MD

301-948-5460 Office
301-948-1381 Fax
240-876-8233 Mobile

fleet-man@msn.com

<~WRD000.jpg>



Vehicle: [Fleet] 2020 Chevrolet Bolt EV (1FB48) 5dr Wgn LT (✓ Complete)

Price Summary

PRICE SUMMARY

	Invoice	MSRP
Base Price	\$35,301.68	\$36,620.00
Total Options	\$505.05	\$555.00
Vehicle Subtotal	\$35,806.73	\$37,175.00
Dealer Advertising Adjustment	\$743.50	\$0.00
Destination Charge	\$875.00	\$875.00
Grand Total	\$37,425.23	\$38,050.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 9538. Data Updated: Oct 22, 2019 10:49:00 PM PDT.



Vehicle: [Fleet] 2020 Chevrolet Bolt EV (1FB48) 5dr Wgn LT (✔ Complete)

Selected Model and Options

MODEL			
CODE	MODEL	Invoice	MSRP
1FB48	2020 Chevrolet Bolt EV 5dr Wgn LT	\$35,301.68	\$36,620.00

COLORS			
CODE	DESCRIPTION	Invoice	MSRP
GAZ	Summit White	\$0.00	\$0.00

OPTIONS			
CODE	DESCRIPTION	Invoice	MSRP
2LT	LT Preferred Equipment Group includes Standard Equipment	\$0.00	\$0.00
AR7	Seats, front bucket (STD)	\$0.00	\$0.00
DD8	Mirror, inside rearview auto-dimming (Included and only available with (WPU) Comfort and Convenience Package.)	Inc.	Inc.
EN0	Engine, none (STD)	\$0.00	\$0.00
FE9	Emissions, Federal requirements	\$0.00	\$0.00
GAZ	Summit White	\$0.00	\$0.00
HO2	Dark Galvanized/Sky Cool Gray, Deluxe cloth seat trim	\$0.00	\$0.00
IOB	Audio System, Chevrolet Infotainment System with 10.2" diagonal LCD color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice command pass-through to phone; featuring Apple CarPlay and Android Auto capability for compatible phone (STD)	\$0.00	\$0.00
KA1	Seats, heated driver and front passenger (Included and only available with (WPU) Comfort and Convenience Package.)	Inc.	Inc.
KI3	Steering wheel, heated includes AUTO heated steering wheel (selectable automatic activation) (Included and only available with (WPU) Comfort and Convenience Package.)	Inc.	Inc.
MMF	Electric drive unit, (200 hp [150 kW] 266 lb-ft of torque [360 N-m]) (STD)	\$0.00	\$0.00
N34	Steering wheel, 3-spoke leather-wrapped (Included and only available with (WPU) Comfort and Convenience Package.)	Inc.	Inc.
QBM	Tires, P215/50R17 all-season blackwall, Michelin Selfseal puncture-sealing (STD)	\$0.00	\$0.00
RNW	Wheels, 17" (43.2 cm) painted aluminum (STD)	\$0.00	\$0.00
VKD	License plate bracket, front mounting	\$0.00	\$0.00
WPU	Comfort and Convenience Package includes (KA1) heated driver and front passenger seats, (KI3) automatic heated steering wheel, (N34) 3-spoke leather-wrapped steering wheel and (DD8) auto-dimming inside rearview mirror	\$505.05	\$555.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 9538. Data Updated: Oct 22, 2019 10:49:00 PM PDT.



Vehicle: [Fleet] 2020 Chevrolet Bolt EV (1FB48) 5dr Wgn LT (Complete)

OPTIONS

CODE	DESCRIPTION	Invoice	MSRP
	Options Total	\$505.05	\$555.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 9538. Data Updated: Oct 22, 2019 10:49:00 PM PDT.



Vehicle: [Fleet] 2020 Chevrolet Bolt EV (1FB48) 5dr Wgn LT (✓ Complete)

Standard Equipment

Mechanical

Engine, none (STD)
Electric drive unit, (200 hp [150 kW] 266 lb-ft of torque [360 N-m]) (STD)
Final drive ratio, 7.05:1
Front wheel drive
Suspension, Performance ride and Handling
Suspension, front independent
Suspension, rear, semi-independent, compound crank
Battery, 60 kWh, Propulsion, Lithium-ion, Rechargeable Energy Storage System
Charge cord, 120-volt, portable
Fuel, none
Alternator, none
Chassis, standard
Electric Propulsion
Electronic Precision Shift, electronic transmission range selector with Low selection for throttle off regenerative braking
Electronic Precision Shift, button and trigger based transmission interface
Charging module, 7.2 kW high-voltage
Battery, 12-volt with rundown protection
Steering, power, non-variable ratio, electric
Brakes, 4-wheel antilock, 4-wheel disc
Keyless start, push button
Brake, electronic parking
Regen on Demand, steering wheel paddle, regenerative braking

Exterior

Wheels, 17" (43.2 cm) painted aluminum (STD)
Tires, P215/50R17 all-season blackwall, Michelin Selfseal puncture-sealing (STD)
Recovery hook, front
Recovery hook, rear
Grille, high gloss Black

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 9538. Data Updated: Oct 22, 2019 10:49:00 PM PDT.



Vehicle: [Fleet] 2020 Chevrolet Bolt EV (1FB48) 5dr Wgn LT (✓ Complete)

Exterior

- Headlamp control, automatic on and off
- Headlamps, high intensity discharge, low and high beam projector
- Lamp, center high-mounted stop/brake (CHMSL), LED
- Lamps, stop and tail, LED
- Mirrors, outside heated power-adjustable, Black, manual-folding
- Glass, solar absorbing
- Wipers, front intermittent, variable with washers
- Wiper, rear intermittent with washer
- Door handles, body-color
- Liftgate handle

Entertainment

- Audio System, Chevrolet Infotainment System with 10.2" diagonal LCD color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice command pass-through to phone; featuring Apple CarPlay and Android Auto capability for compatible phone (STD)
- Audio system feature, 6-speaker system
- Audio system feature, USB ports (2) and auxiliary input jack, located in front center console
- SiriusXM Radio enjoy an All Access trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)
- 4G LTE Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.ca or dealer for details.)
- Antenna, roof-mounted, shark-fin

Interior

- Seats, front bucket (STD)
- KeyPass, retail smartphone entry, start operation
- Seat, rear 60/40 split-folding (Deleted when (K1T) Rear Seat Delete Package is ordered.)
- Seat adjuster, driver 6-way manual
- Seat adjuster, front passenger 6-way manual

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 9538. Data Updated: Oct 22, 2019 10:49:00 PM PDT.



Vehicle: [Fleet] 2020 Chevrolet Bolt EV (1FB48) 5dr Wgn LT (✓ Complete)

Interior

Head restraints, front, adjustable (up/down)

Head restraints, rear, outboard seats, articulating

Console, floor with sliding armrest and covered storage

Power outlet, auxiliary, located forward of the front storage bin

Floor mats, carpeted front

Floor mats, carpeted rear (Deleted when (K1T) Rear Seat Delete Package is ordered.)

Steering column, tilt and telescopic

Steering wheel, 3-spoke, deluxe

Steering wheel controls, mounted audio, phone and cruise control

Instrumentation, digital with mph speedometer

Driver Information Center 8" diagonal enhanced multi-color configurable graphic display with 3 themes and energy-use monitors

Outside temperature display located in the Driver Information Center

Display, vehicle efficiency with programmable charge times

Drive mode control switch (Normal and Sport)

Charge control, programmable time of day with charging status indicator light on instrument panel

Charge control, location based, selectable GPS enabled with programmable "home" charging setting

Windows, power with driver Express-Up and Down

Windows, power with front passenger Express-Down

Windows, power with rear Express-Down

Door locks, power programmable with lockout protection

Lock control, liftgate, power remote lock/unlock

Keyless Open, passive unlock and lock on all doors and liftgate

Remote Keyless Entry, extended range with remote start, panic button and door lock/unlock functions

Remote vehicle starter system includes Remote Keyless Entry

Cruise control, electronic with set and resume speed

Theft-deterrent system, electrical, unauthorized entry

Theft-deterrent system, immobilizer

Theft-deterrent alarm system, content theft alarm

Remote panic alarm

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 9538. Data Updated: Oct 22, 2019 10:49:00 PM PDT.



Vehicle: [Fleet] 2020 Chevrolet Bolt EV (1FB48) 5dr Wgn LT (✓ Complete)

Interior

- Air conditioning, single-zone automatic climate control
- Air filter, cabin
- Sensor, cabin humidity
- Defogger, rear-window electric
- Heat ducts, rear (Deleted when (K1T) Rear Seat Delete Package is ordered.)
- Glovebox, passenger-side
- Cup holders, 2 front and 2 rear
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger sliding vanity mirrors, covered
- Assist handles, 2, rear outboard with rear coat hooks
- Lighting, interior, ambient LED-based front reading lights, dome and incandescent cargo area lamp
- Lighting, ambient, LED-based door light pipes
- Shift knob, leather-trimmed with satin silver and chrome accents
- Storage, in front of shifter and driver and front passenger door panels
- Door handles, inside, chrome
- Charge cord, 120-volt, portable, NEMA 5 plug with SAE J1772 vehicle connection (Deleted when (K1T) Rear Seat Delete Package is ordered.)
- Cargo cover
- Storage, rear cargo area, intended for charging cord, covered
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

- StabiliTrak, stability control system with Traction Control
- Pedestrian safety signal, automated external sound generator at low speeds alerts pedestrians of vehicle presence

Safety-Exterior

- Daytime Running Lamps, LED with signature lighting

Safety-Interior

Airbags, driver and front passenger dual-stage frontal includes Passenger Sensing System; roof-rail side-impact and thorax side-impact seat-mounted for front and rear outboard seating positions; driver and front passenger knee (Deleted when (K1T) Rear Seat Delete Package is ordered, replaced with (AYG) airbags. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 9538. Data Updated: Oct 22, 2019 10:49:00 PM PDT.



Vehicle: [Fleet] 2020 Chevrolet Bolt EV (1FB48) 5dr Wgn LT (✔ Complete)

Safety-Interior

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera

Seat belts, 3-point, driver and front passenger includes pretensioners and load limiters

Seat belts, 3-point, rear outboard and center position

Restraint provisions, child, Isofix 2 point only, point/latch, includes 3 top tether points (Deleted when (K1T) Rear Seat Delete Package is ordered.

Seat belt indicator, driver

Seat belt indicator, front passenger

Door locks, rear child security

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor System, manual learn

Tire Fill Alert

WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Hybrid/Electric Components Years: 8

Hybrid/Electric Components Miles/km: 100,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 9538. Data Updated: Oct 22, 2019 10:49:00 PM PDT.

Ted Sowers

From: Scott Silverman <fleet-man@msn.com>
Sent: Monday, November 18, 2019 6:49 PM
To: Ted Sowers
Subject: Fw: Quote for Two 3500 Pickups - Revised (Added Corner Strobes)
Attachments: College Park 2020 Silverado 3500 SRW Reg Cab Pickups.pdf; Scan_1076.pdf

**2020 Chevrolet Silverado 3500HD SRW
4WD, Regular Cab, Long Bed Work Truck**

\$41,171.99 Invoice
4,920 Boss SuperDuty 7.5' Snowplow w/ Deflector
5,100 Boss VBX 8000 Auger Type V-Box Spreader
1,250 Whelen SuperBrite Amber LED Corner Strobes
-519 Contract Reduction
-5,000 Govt Fleet
\$46,922.99 Montgomery/Prince Georges County Contract Price

* Rusted out Cab - To repair in time + material est. 10,000.
* Main Dump Body Cylinder → 2,200 (part only)
* Front Springs → 4,000. (R+S Spring)

**2020 Chevrolet Silverado 3500HD SRW
4WD, Regular Cab, Long Bed Work Truck**

\$41,171.99 Invoice
5,620 Boss Power-VXT 8'2" Snowplow w/ Deflector
5,100 Boss VBX 8000 Auger Type V-Box Spreader
1,250 Whelen SuperBrite Amber LED Corner Strobes
-519 Contract Reduction
-5,000 Govt Fleet
\$47,622.99 Montgomery/Prince Georges County Contract Price

* Engine Cost - 6,700 (part only)
Engine Install - 3,000 (labor only)
9,700
* Springs all around → 8,000. (R+S Spring)

Scott Silverman
Fleet Sales Manager
Criswell Automotive
Gaithersburg, MD

301-948-5460 Office
301-948-1381 Fax
240-876-8233 Mobile
fleet-man@msn.com

Gone from COL B
to Class C



MOXLEY'S TRUCK EQUIPMENT

A DIVISION OF MOXLEY WELDING & MACHINE SERVICE, INC.
 3601 CONOWINGO RD. • STREET, MD 21154
 (410) 879-2400 • FAX (410) 879-2422

PRICE QUOTATION

2855

PLEASE INDICATE THIS NUMBER WHEN ORDERING

3500 SRW PICKUPS

CITY OF COLLEGE PARK

DATE 11-14-19	
YOUR INQUIRY DATED —	
PROPOSED SHIPPING DATE TBD - V-Box LEAD TIME 6 WEEKS	
TERMS NET 30	F.O.B.
SALESPERSON MWM	
TO BE SHIPPED VIA PED	PPD. OR COLL.

Here is our quotation on the goods named, subject to the conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

Typographical and stenographic errors are subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1 EA -	BOSS 7.5' SUPER DUTY PLW INSTALLED	\$ 4600. ⁰⁰	
-	BOSS 8' 2" POWER-VXT PLW INSTALLED	\$ 5300. ⁰⁰	
OPTION -	SNO-DEFLECTOR EACH - ADD \$ 320. ⁰⁰		
★ 1 EA -	VBX 8000 AUGER TYPE V-Box INSTALLED	\$ 5100. ⁰⁰	
2 -	1 EA - VBX 9000 AUGER TYPE V-Box INSTALLED	\$ 5695. ⁰⁰	
		TAX	EXEMPT

QUOTE VALID FOR 30 DAYS.

BY MWM



Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck (✓
Complete)

Price Summary

PRICE SUMMARY

	Invoice	MSRP
Base Price	\$35,966.40	\$38,100.00
Total Options	\$2,787.33	\$3,063.00
Vehicle Subtotal	\$38,753.73	\$41,163.00
Dealer Advertising Adjustment	\$823.26	\$0.00
Destination Charge	\$1,595.00	\$1,595.00
Grand Total	\$41,171.99	\$42,758.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 9668. Data Updated: Nov 12, 2019 11:20:00 PM PST.



Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck (✓)
Complete)

Selected Model and Options

MODEL			
CODE	MODEL	Invoice	MSRP
CK30903	2020 Chevrolet Silverado 3500HD 4WD Reg Cab 142" Work Truck	\$35,966.40	\$38,100.00

COLORS			
CODE	DESCRIPTION	Invoice	MSRP
GAZ	Summit White	\$0.00	\$0.00

OPTIONS			
CODE	DESCRIPTION	Invoice	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00	\$0.00
8S3	Backup alarm, 97 decibels (Not available with (CMT) Gooseneck/5th Wheel Package, SEO (SFW) back-up alarm calibration or (UY2) trailer wiring provisions.)	\$125.58	\$138.00
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .	\$136.50	\$150.00
A52	Seats, front 40/20/40 split-bench (no storage) (STD)	\$0.00	\$0.00
AED	Window, power front, passenger express down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.	Inc.
AQQ	Remote Keyless Entry with 2 transmitters (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.	Inc.
AU3	Door locks, power (Standard on Crew Cab and Double Cab models. On Regular Cab models, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.	Inc.
AXG	Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.	Inc.
CGN	Chevytec spray-on bedliner Black with Chevrolet logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (CMT) Gooseneck / 5th Wheel Package or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup bed delete. Not available with any Ship Thrus EXCEPT (TCE), (TCH), (VSH) or (VTV).)	\$495.95	\$545.00
DBG	Mirrors, outside power-adjustable vertical trailing with heated upper glass lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.	Inc.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 9668. Data Updated: Nov 12, 2019 11:20:00 PM PST.



Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck (✓)
Complete)

OPTIONS

CODE	DESCRIPTION	Invoice	MSRP
E63	Durabed, pickup bed (STD)	\$0.00	\$0.00
GAZ	Summit White	\$0.00	\$0.00
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	\$0.00	\$0.00
JFN	GVWR, 11,100 lbs. (5035 kg) with single rear wheels (STD) (Requires CC30953 or CK30903 model with (L8T) 6.6L V8 gas engine. Requires single rear wheels.)	\$0.00	\$0.00
JL1	Trailer brake controller, integrated (Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Included with (CMT) Gooseneck / 5th Wheel Package.)	\$250.25	\$275.00
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.	Inc.
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep Package. Free flow on (L8T) 6.6L V8 gas engine.)	Inc.	Inc.
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00	\$0.00
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)	\$0.00	\$0.00
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00	\$0.00
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.)	Inc.	Inc.
PYT	Wheels, 18" (45.7 cm) painted steel (STD) (Requires single rear wheels.)	\$0.00	\$0.00
QF6	Tires, LT275/70R18E all-terrain, blackwall (STD) (Requires single rear wheels.)	\$0.00	\$0.00
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. Deleted when (ZW9) pickup bed delete is ordered.)	Inc.	Inc.
U01	Lamps, Smoked Amber roof marker, (LED) (Included with (ANQ) Alaskan Snow Plow Special Edition. Standard with dual rear wheels. Not available with (YF5) California state emissions requirements on single rear wheels.)	\$50.05	\$55.00
V46	Bumper, front chrome (Requires (VJH) Chrome rear bumper with (E63) Durabed, pickup bed. Available with (ZW9) pickup bed delete. Included with (PQA) WT Safety Package.)	\$182.00	\$200.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 9668. Data Updated: Nov 12, 2019 11:20:00 PM PST.



Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck (✓
Complete)

OPTIONS

CODE	DESCRIPTION	Invoice	MSRP
VJH	Bumper, rear chrome (Requires (V46) Chrome front bumper. Included with (PQA) WT Safety Package.)	\$0.00	\$0.00
VK3	License plate kit, front	\$0.00	\$0.00
VYU	Snow Plow Prep Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan); pass through dash grommet hole and roof emergency light provisions. (Requires 4WD model. Upgradeable to (KHF) Dual alternators (220-amp primary, 170- amp auxiliary). Included with (ANQ) Alaskan Snow Plow Special Edition. Not available with (F60) Heavy Duty Front Spring Package.)	\$273.00	\$300.00
ZLQ	WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) Cruise Control, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailering with heated upper glass, (AXG) power windows, express up/down driver, (AED) power windows, express down passenger and (AU3) power door locks (Not available with (PCV) WT Convenience Package. With (ZW9) pickup bed delete, (QT5) EZ Lift power lock and release tailgate is deleted.)	\$1,274.00	\$1,400.00
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall (STD) (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires with (E63) Durabed, pickup bed single rear wheel models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered with single rear wheel models)	\$0.00	\$0.00
Options Total		\$2,787.33	\$3,063.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 9668. Data Updated: Nov 12, 2019 11:20:00 PM PST.



Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck (✓
Complete)

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Durabed, pickup bed (STD)

GVWR, 11,100 lbs. (5035 kg) with single rear wheels (STD) (Requires CC30953 or CK30903 model with (L8T) 6.6L V8 gas engine. Requires single rear wheels.)

Air filter, high-capacity

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Differential, heavy-duty locking rear

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Recovery hooks, front, frame-mounted, Black (Not included when (VQY) Chrome recovery hooks, LPO is ordered.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Suspension Package

Steering, Recirculating ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

Exterior

Wheels, 18" (45.7 cm) painted steel (STD) (Requires single rear wheels.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 9668. Data Updated: Nov 12, 2019 11:20:00 PM PST.



Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck (✓
Complete)

Exterior

Tires, LT275/70R18E all-terrain, blackwall (STD) (Requires single rear wheels.)

Tire, spare LT275/70R18 all-terrain, blackwall (STD) (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires with (E63) Durabed, pickup bed single rear wheel models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered with single rear wheel models)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed, rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Front grille bar with "CHEVROLET" molded in Black includes Black mesh inserts with small Gold bowtie emblem.

Headlamps, halogen reflector with halogen Daytime Running Lamps

Taillamps, with incandescent tail, stop and reverse lights (Note: Trucks equipped with dual rear wheels will feature LED signature tail and stop lamps, with incandescent reverse lamp.)

Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Door handles, Black grained

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Entertainment

Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 9668. Data Updated: Nov 12, 2019 11:20:00 PM PST.



Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck (✓
Complete)

Entertainment

Audio system feature, 2-speakers (Requires Regular Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Interior

Seats, front 40/20/40 split-bench (no storage) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Windows, manual (Requires Regular Cab model.)

Door locks, manual (Requires Regular Cab model.)

Power outlet, front auxiliary, 12-volt

USB port, located on instrument panel

Air conditioning, single-zone

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 9668. Data Updated: Nov 12, 2019 11:20:00 PM PST.



Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck (✓)
Complete)

Safety-Interior

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

Hitch Guidance (Deleted with (ZW9) pickup bed delete.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 9668. Data Updated: Nov 12, 2019 11:20:00 PM PST.

MOXLEY'S TRUCK EQUIPMENT

A DIVISION OF MOXLEY WELDING & MACHINE SERVICE, INC.
 3601 CONOWINGO RD. • STREET, MD 21154
 (410) 879-2400 • FAX (410) 879-2422

PRICE QUOTATION

2855

PLEASE INDICATE THIS NUMBER WHEN ORDERING

3500 SRW PICKUPS

CITY OF COLLEGE PARK

DATE	
11-14-19	
YOUR INQUIRY DATED	
—	
PROPOSED SHIPPING DATE	
TBD - V-BOX LEAD TIME 6 WEEKS	
TERMS	F.O.B.
NET 30	
SALESPERSON	
MWM	
TO BE SHIPPED VIA	PPD. OR COLL.
PEO	

Here is our quotation on the goods named, subject to the conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

Typographical and stenographic errors are subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1EA -	BOSS 7.5' SUPER DUTY PLOW INSTALLED	- \$ 4600. ⁰⁰	
-	BOSS 8' 2" POWER-VXT PLOW INSTALLED	- \$ 5300. ⁰⁰	
OPTION -	SNO-DEFLECTOR EACH - ADD \$ 320. ⁰⁰		
1EA -	VBX 8000 AUGER TYPE V-BOX INSTALLED	- \$ 5100. ⁰⁰	
1EA -	VBX 9000 AUGER TYPE V-BOX INSTALLED	- \$ 5695. ⁰⁰	
		TAX	EXEMPT

QUOTE VALID FOR 30 DAYS.

BY MWM

20-G-13

Letter to
PG County
Disposable Bag Fee



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

AGENDA ITEM NUMBER 20-G-13

Prepared By: Bill Gardiner
Assistant City Manager

Meeting Date: January 28, 2020

Presented By: Bill Gardiner
Assistant City Manager

Consent Agenda: Yes

Originating Department: Mayor and Council

Action Requested: Authorize the Mayor to send a letter on behalf of the Council stating the City's support for PG-401-20 which would give Prince George's County the authority to impose fees for use of disposable bags.

Strategic Plan Goal: Goal 2: Environmental Sustainability

Background/Justification:

For many years the City Council has supported State legislation that would enable the County to impose fees on the use of disposable bags. These fees in other jurisdictions have led to lower demand for disposable bags and less litter from disposable bags.

Fiscal Impact: None. If enacted, the fees would be collected by the County.

Council Options:

1. Authorize the Mayor to sign the attached letter.
2. Authorize the Mayor to sign an amended letter.
3. Do not send a letter in support of this legislation.

Staff Recommendation:

1. Authorize the Mayor to sign the attached letter.

Recommended Motion:

I move to authorize the Mayor to sign the attached letter stating the City's support for PG-401-20 which would give Prince George's County the authority to impose fees for use of disposable bags.

Attachments:

Letter to Del. Diane Fennell, Chair of the County Affairs Committee, Prince George's County Delegation



CITY OF COLLEGE PARK

OFFICE OF THE MAYOR & CITY COUNCIL

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

January 29, 2020

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

jrigg@collegetparkmd.gov
443.646.3503

DISTRICT 4

Maria E. Mackie

mmackie@collegetparkmd.gov
240.472.0681

Denise Mitchell

dmitchell@collegetparkmd.gov
301.852.8126

Delegate Diana Fennell, Chair
County Affairs Committee
Prince George's County House Delegation
363 House Office Building
6 Bladen Street
Annapolis, MD 21401

Re: PG-401-20 – Prince George's County – Authority to impose fees for use of disposable bags

Dear Delegate Fennell:

The City of College Park Council voted unanimously on January 28, 2020 to support PG-401-20 which would reduce landfill waste and litter by imposing a fee on disposable bags. This legislation is consistent with our work to protect and restore the environment, reduce waste, and create a more attractive community.

PG-401-20 enables Prince George's County to implement a fee for the use of certain disposable bags in certain commercial establishments. This type of program has successfully reduced waste in other jurisdictions, and will help reduce waste and improve the quality of life in the City of College Park and our County. Americans use billions of plastic bags each year. Many of these one-use bags end up in our landfills and public areas, detracting from our communities and creating costs for local governments.

On behalf of our residents, I respectfully request your support of this legislation.

Sincerely,

Patrick L. Wojahn
Mayor

cc: Maryland 21st Delegation

20-G-14

Letter to
PG County
State Highway
Toll Facilities



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

AGENDA ITEM NUMBER 20-G-14

Prepared By: Bill Gardiner
Assistant City Manager

Meeting Date: January 28, 2020

Presented By: Bill Gardiner
Assistant City Manager

Consent Agenda: Yes

Originating Department: Mayor and Council

Action Requested: Authorize the Mayor to send a letter on behalf of the Council stating the City's support for HB 258 / PG-402-20 which would prohibit State agencies constructing a toll road in Prince George's County unless authorized by the County Council.

Strategic Plan Goal: Effective Leadership

Background/Justification:

The State of Maryland has proposed using public-private partnerships and toll lanes to help finance major highway projects. These projects can have a major impact on the jurisdictions in which they are located. HB 258 would require that the Prince George's County Council authorize the construction of a toll road first. In 2019 the City Council supported a similar State bill.

Fiscal Impact: None.

Council Options:

1. Authorize the Mayor to sign the attached letter.
2. Authorize the Mayor to sign an amended letter.
3. Do not send a letter in support of this legislation.

Staff Recommendation:

1. Authorize the Mayor to sign the attached letter.

Recommended Motion: *I move to authorize the Mayor to sign the attached letter stating the City's support for HB 258 which requires Prince George's County Council approval prior to the construction of a State toll road or facility in the County.*

Attachments: Letter to Delegate Kumar Barve, Chair of the House Environment and Transportation Committee



CITY OF COLLEGE PARK

OFFICE OF THE MAYOR & CITY COUNCIL

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

January 29, 2020

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

Delegate Kumar Barve, Chair
House Environment and Transportation Committee
Room 251
House Office Building
Annapolis, MD 21401

Re: Approval of a letter of support for HB 258 – Prince George’s County – State Highways – Toll Facilities

Dear Delegate Barve:

During our City Council meeting on January 28, 2020, the City Council unanimously voted to support PG-402-20. This bill would prohibit State agencies from constructing a toll road, toll highway, or toll bridge in Prince George’s County unless authorized by the County Council.

New toll roads can have huge long-term impacts on the quality of life, economy, and environment of the affected jurisdictions. The county directly affected should have a direct voice in the approval of these types of projects.

On behalf of the City Council and our residents, I respectfully request your support for this legislation.

Sincerely,

Patrick L. Wojahn
Mayor

cc: 21st District Delegation

20-G-15

FY2021

**Budget Guidelines
And Policies**



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

AGENDA ITEM 20-G-15

Prepared By: Gary Fields,
Director of Finance

Meeting Date: January 28, 2020

Presented By: Gary Fields,
Director of Finance

Consent Agenda: Yes

Originating Department: Finance

Issue Before Council: Approve FY 2021 Budget Guidelines and Financial Policies and maintain Homestead Tax Credit at current rate of 0%

Strategic Plan Goal: Goal 5: Effective Leadership

Background/Justification:

The purpose of this report is to provide a preview of the FY2021 budget cycle and have City Council approve the policies that establish the guiding principles and instructions associated with the development of the City's FY2021 Budget, including the Homestead Tax Credit Rate (see attached memorandum).

Approval of the budget and financial policies provides several benefits:

- Assists department heads, City Manager and City Council in the financial management of the City.
- Communicates to the public the financial policies and guiding principles the City will follow.
- Promotes sound financial management, stability and efficiency of City resources.
- Provides a framework for approaching the development and implementation of the City's budget.

Our goal is to prepare a budget that provides for the needs of our residents, businesses, and other stakeholders in the City. The budget process is designed to allow for decision makers to make informed decisions regarding the allocation of funds necessary to support various municipal services, programs and capital needs that our residents rely on. Information and communication are key to this process.

Through a comprehensive budget process, we will produce a FY2021 Budget and Capital Improvement Program (CIP) that reflects the priorities and needs of all stakeholders of the City.

The Saturday budget Worksession is being scheduled in March to allow the Mayor and Council members to participate in several major civic activities that occur in April. All departments will be scheduled for review on March 28, 2020. If Council is unable to complete its review of the budget, an additional budget Worksession will be scheduled on Tuesday March 31 at 7 pm.

We plan to provide the FY2021 Proposed Budget and 2021-2025 CIP to the Mayor and Council and public on March 13, 2020, two weeks prior to the first budget Worksession to allow time for review of the document.

The FY2021 Budget Calendar is attached. Key dates for City Council are:

- January 31 – Deadline for Mayor and Council requests for inclusion in the Proposed Budget. This will provide time to prepare cost estimates.
- March 28 and 31 (if needed) – Budget Worksessions for the Mayor and Council to review the Proposed Budget with the City Manager and department heads.

A general overview of the City's current financial condition, key preliminary projections and proposed guidance issued to department directors for preparation of their budgets follows:

Current Year (FY 2020)

As noted in the 2nd Quarter Financial Report FY2020, revenue and expenditures are as expected. Detailed projections for the remainder of the year will be prepared and included in the FY2021 Proposed Budget as a baseline. Although we are just over halfway through this fiscal year and cannot make specific estimates at this time, we are not aware of any significant shortfalls in revenue nor overages in expenditures of budgeted amounts. We expect departmental expenditures, in the aggregate, to be within budgeted amounts.

FY 2021

As difficult as it is to project current year financial results this early in the fiscal year, it is even more challenging to provide next year's projections for this presentation. Until we get further into the budget process, we are projecting level revenues for FY 2021.

Real estate property tax, by far the largest single source of funding (43% of total revenues), has the largest impact on the budget. We expect some increase in the assessed value but until we receive the Constant Yield Certification from the State Department of Assessment and Taxation (SDAT) in February, we won't know the impact on the budget. If the Proposed Budget allows for it, the City Manager intends to recommend maintaining the constant yield rate.

Per union contract and organization wide consistency, salaries will include a 2.5% cost of living adjustment (COLA), plus estimates for merit increases where applicable. While not certain, we have been informed by our healthcare insurance provider that costs should remain relatively flat.

City Manager's Budget Guidance

The City Manager's budget guidance to department directors is to maintain expenditure levels at FY2020 amounts, reducing costs if feasible. Increases will require justification, such as new programs/services or specific cost increases beyond our control.

As a reminder, the FY2021 Budget will include a full year's debt service (\$900,700) for the 2019 GO Bond for City Hall and Duvall Field.

Fiscal Impact:

There is no fiscal impact associated with the approval of the budget and financial policies.

A balanced Proposed Budget (without the use of fund balance) will be presented to the Mayor and Council. This means the budget will have a neutral impact as the expenditures will equal the revenue.

For the Homestead Tax Credit, based on current assessed values, each percentage point increase on the cap is estimated at \$18,000 in additional tax revenue for the City.

Council Options:

- 1) Approve the budget guidelines and financial policies, as presented, and approve leaving the City's Homestead Tax Credit Rate at 0% for FY 2021 (provides the most tax relief available from this credit).
- 2) Approve other budget related policies and/or Homestead Tax Credit Rate.
- 3) Take no action

Staff Recommendation:

- 1) Approve the budget guidelines and financial policies, including the Homestead Tax Credit Rate at 0%

Recommended Motion:

I motion to approve the budget guidelines and financial policies as presented including maintaining the City's Homestead Tax Credit Rate at 0% for FY2021, providing the maximum tax relief from this credit.

Attachments:

- 1) FY 2021 Proposed Budget Calendar
- 2) Memorandum regarding the Homestead Tax Credit
- 3) Budget and Financial/Accounting Policies

Attachment 1

FY 2021 Budget Calendar

Below is the schedule for the FY2021 budget. Schedule will be updated as necessary.

Operating Budget worksheets distributed to departments	December 23, 2019
Prepare the FY2021-FY2025 CIP (Staff input & document)	January 2020
FY21 Budget preview discussion with Mayor & Council	Tues. January 28, 2020
Mayor & Council requests for FY21 budget due	Fri. January 31, 2020
Revenue projections & payroll info prepared by Finance Prepare cost estimates of Mayor & Council requests	January - February 2020
Department budget worksheets due – returned to Finance	Fri. January 31, 2020
Review of department operating budget submittals by City Manager and Finance Director with Dept. Director	Mon. Feb. 3 – Tuesday February 11
FY21 Proposed Budget & CIP distributed to Mayor & Council and posted on City website	Fri. March 13, 2020
Worksessions on the FY2021 Proposed Budget & CIP	Saturday, March 28 @ 8 am Tuesday, March 31 @ 7:30 pm <i>(if necessary)</i>
FY21 Budget ordinance introduced – City Council Meeting (includes changes from budget worksessions)	Tues. April 28
Advertisement in Washington Post for Public Hearings on: (1) FY21 Proposed Budget & CIP (2) Constant Yield Tax Rate (if needed)	Thurs. April 30
Hold Public Hearings on (1) FY2021 Proposed Budget & CIP and (2) Constant yield tax rate (if needed)	Tues. May 12
Worksession discussion of changes to the proposed budget as a result of the Public Hearings (if needed)	Tuesday May 19 (if needed)
Adopt FY21 budget ordinance (including CIP)	Tues. May 26
Effective date of FY21 Adopted Budget	July 1, 2020

MEMORANDUM

TO: Mayor and City Council
FROM: Gary Fields, Finance Director/ Leo Thomas Assistant Finance Director
THROUGH: Scott Somers, City Manager
DATE: January 24, 2020
SUBJECT: Homestead Tax Credit

ISSUE: Review of the City's Homestead Tax Credit Rate

SUMMARY: The State began the Homestead Tax Credit program in the 1980s. It allowed local governments to set, and adjust as desired, the Homestead Tax Credit rate from 0% to 10%. Most jurisdictions rarely, if, ever, change their rate. Prince George's County is required, by TRIM, to review its rate annually, and to adjust it to best approximate the change in the consumer price index, with a cap of 5%, not 10%. Some of the smaller municipalities follow the County's lead and automatically adopt the same rate. Most municipalities in the County have always left their rates at the maximum level permitted, 10%. Exceptions are Bowie, which switched from following the County's rate last decade, to setting a rate of 5% and the Village of Upper Marlboro, which established a rate of 0% in the 1990s.

College Park maintained its rate at 10% until 2004. In 2005 (for FY 2006) the rate was reduced to 1%. That action was taken as a result of City residents seeing an approximate 30% increase in assessments in January 2004. The rate remained at 1% until 2007, when the rate was increased to 4% in 2008 (for FY2009). The rate remained at 4% through FY 2017, and then reduced to 2% for FY 2018.

For FY2019 the City Council reduced the cap to 0%, **providing the maximum property tax relief for homeowners with this credit**. The City took no action for FY 2020, leaving the rate at 0%.

For FY 2021, if the City Council decides to increase the cap, it must do so by March 25, 2020, the State mandated deadline for municipal corporations to set or alter their Homestead Credit, as well as notify SDAT of any change, for the taxable year beginning the following July 1st. A public hearing would be required.

NOTE: Another City Program, the Homeowner's Tax Credit, compliments the City's Homestead Tax credit. The State operates the program to give property tax relief to lower income property owners who live in a property they own. In 2010 the State began allowing municipalities to provide relief from municipal property taxes through this program. At the time only a few cities took advantage of the program, including Greenbelt, Hyattsville and Rockville. College Park piggybacked onto the program to allow an additional 15 percent credit to whatever credit amount the State calculated. In the first few years, about 200 property owners received reduced City property bills through this program.

Additional information on the Homestead Tax Credit (from the State) is provided below.

FISCAL IMPACT: With the 0% cap, **the City is providing the maximum tax relief for this credit to taxpayers** resulting in a corresponding reduction in real estate property tax revenue for the City.

Based on current assessed value data, each percentage point on the cap is estimated at \$18,000 in foregone tax revenue for the City. For individuals with the credit, each percentage point the cap is increased would reduce a taxpayer's annual credit by approximately \$9. There are about 2,000 eligible owner-occupied homes in the City. The average Homestead Tax Credit is \$270.

RECOMMENDATION: With the approval of the budget guidelines, approve leaving the City's Homestead Tax Credit Rate at 0% for FY 2021 which provides the most tax relief available from this credit.

Other Information:

What is the Homestead Tax Credit?

(Excerpt from State website - <https://dat.maryland.gov/realproperty/Pages/Maryland-Homestead-Tax-Credit.aspx>)

To help homeowners deal with large assessment increases on their principal residence, state law has established the Homestead Property Tax Credit. The Homestead Credit limits the increase in taxable assessments each year to a fixed percentage. Every county and municipality in Maryland is required to limit taxable assessment increases to 10% or less each year.

Technically, the Homestead Credit does not limit the market value of the property as determined by the Department of Assessments and Taxation. Instead, it is actually a credit calculated on any assessment increase exceeding 10% (or the lower cap enacted by the local governments) from one year to the next. The credit is calculated based on the 10% limit for purposes of the State property tax, and 10% or less (as determined by local governments) for purposes of local taxation. In other words, the homeowner pays no property tax on the market value increase which is above the limit.

Example:

Assume that your old assessment was \$100,000 and that your new phased-in assessment for the 1st year is \$120,000. An increase of 10% would result in an assessment of \$110,000. The difference between \$120,000 and \$110,000 is \$10,000. The tax credit would apply to the taxes due on the \$10,000. If the tax rate was \$1.04 per \$100 of assessed value, the tax credit would be \$104 ($\$10,000 \div 100 \times \1.04).

Application Requirement

To prevent improper granting of this credit on rented or multiple properties of a single owner, a law was enacted in 2007 that requires all homeowners to submit a one-time application to establish eligibility for the credit.

Budget and Financial/Accounting Policies

These policies establish the guiding principles and instructions associated with the preparation of the annual budget; and provide for the financial reporting and internal control framework for the City.

Fund Structure

The City's operations are accounted for in the General Fund, Debt Service Fund, and the Capital Projects Fund ("C.I.P.").

The General Fund is the general operating fund of the City, used to account for all financial resources except those required to be accounted for in another fund. The Debt Service Fund, established in fiscal year 2008, receives the 50% increase in parking meter revenue resulting from the July 2007 meter rate increase. Beginning in fiscal year 2011, this fund also receives the \$2.50 increase in parking citation payments. The accumulated funds will be used to provide debt service on the parking garage tax-exempt bond. The fund also provides for the debt service on other debt of the City, primarily through transfers from the General Fund. The Capital Projects Fund is used to account for the acquisition and construction of major capital facilities.

In addition, the City maintains accounting records and performs record-keeping, billing and/or payroll services for other entities not included in the City's financial statements, including the College Park City-University Partnership ("CPCUP"); the Housing Authority of the City of College Park; and the Downtown College Park Management Authority ("DCPMA" or "CDMA").

Budget Policies and Process

Annual Budget; fiscal year (City Charter §C10-1)

The City shall operate on an annual budget, and the fiscal year of the City begins on July 1 and ends on the following June 30.

Balanced Budget (City Charter §C10-2D)

For any operating fund, the total of proposed expenditures shall not exceed the total of estimated revenues plus a designation (if any) of the unassigned fund balance.

Fund Balance Retention (City Charter §C10-2E)

An amount equal to 25% of the ensuing year's expenditures in the General Fund shall be a retention goal in the unassigned fund balance account of the General Fund.

Budget Preparation

The annual budget process begins in late December/early January of each year, with department heads receiving budget and CIP worksheets and preliminary budget guidance from the City Manager. Each department is responsible for submitting the proposed budget for their respective programs to the Finance Director by the end of January, based on each department's individual goals and objectives.

Revenues are projected by the Director of Finance with assistance from the individual departments for their respective revenue items. In budgeting revenues, a conservative approach is taken. For most revenue line items, the City does not have control over the basis for revenue allocation (other than setting the real property, personal property, and admission and amusement tax rates). These revenues are particularly difficult to predict as their source and calculation is handled at the State or County level, and the City is not a party to or privy to these calculations. Real and personal property assessment data is compiled and reported to the City by State Department of Assessments & Taxation ("SDAT").

Income tax is distributed by the State Comptroller as a percentage of the greater of a) 8.5% of the State income tax liability of City residents; b) 17% of Prince George's County income tax liability of City residents; or c) 0.37% of the Maryland taxable income of City residents. Admission & amusement ("A&A") tax gross receipts from entertainment and amusement activities (primarily University of Maryland athletic events for College Park) are reported to the Comptroller of Maryland by the individual taxpayers and the City's A&A tax rates are applied. Highway user tax is allocated to the City based on a State-determined formula using City road miles, vehicle registrations and other factors. Hotel-Motel tax is a 50% allocation of the County's 7% tax. For these intergovernmental revenues, actual data over the past 2 to 5 years is analyzed to identify inherent trends, and adjustments made for known events to project revenues in the coming fiscal year.

During the budget process, staff reviews fees and fines set by the City and the City Manager may propose changes for inclusion in the proposed budget.

Budget Review

In early February, the City Manager and Finance Director meet individually with each department head to discuss the department's budget submittal, and changes are made to accommodate the overall budget picture. Proposed new programs contemplated by the departments, in order to meet their short- and long-term goals, are evaluated during these meetings to determine if the City Manager will include them in the proposed budget. If not included, they may be discussed with the Mayor and Council during the budget worksessions for possible inclusion in the final proposed budget.

After cost estimates are made, the Mayor and Council requested items are also considered for inclusion in the proposed budget. Following the individual meetings with the departments, the Director and Assistant Director of Finance prepare the Proposed Operating and CIP which by charter must be submitted to Mayor and Council by March 31. Upon submittal to the Mayor and Council, the proposed budget is posted to the City's website and available in printed form if requested. In March, the Mayor and Council hold budget worksession as necessary, with the City Manager presenting an overview and each department presenting/ justifying its budget request. CIP and related funding are also discussed. The budget worksessions are open to the public, televised and streamed over the internet. No public testimony is allowed. During the budget worksession, any Mayor and Council requested items not already included in the requested budget are reviewed

Budget Approval/Adoption

Subsequent to the worksessions a budget ordinance, based on the proposed budget, with revisions based on worksession discussions, is introduced at a regular Mayor and Council meeting in late April, and a budget public hearing (and Constant Yield Tax Rate public hearing if required) is scheduled at least 14 days following budget introduction and newspaper advertising of the proposed budget and notice of the public hearing. Following the public hearing, the Mayor and Council may make amendments to the budget up to and including the meeting at which the budget is adopted. The budget is required to be adopted by Mayor and Council by May 31 and becomes effective on July 1.

Budget Amendment after Adoption (City Charter §C10-5)

The City Charter provides specific rules for amendments to the budget after its adoption, depending on the nature of the amendment (i.e., supplemental appropriations, emergency appropriations, reduction of appropriations, and transfer of appropriations). The amendment is accomplished by the passing of an ordinance by extra-majority vote of the Mayor and Council, which must be advertised and a public hearing held, in the same manner as the original budget ordinance. An extra-majority vote of Mayor and Council (6 affirmative votes) is required for passage of all budget amendment ordinances.

Budget Transfers (City Charter §C10-5)

The City Charter also enumerates how budget transfers are made. Upon recommendation of the department head, the City Manager may authorize intra-departmental budget transfers within any department in the General Fund; notification to Mayor and Council of these intra-departmental budget transfers is not required. The City Manager may authorize inter-departmental budget transfers between departments in the General Fund, but notification to Mayor and Council is required. No transfers may be made between funds; this may only be accomplished through a budget amendment, subject to the advertising and public hearing requirements of budget ordinance adoption.

Budget Monitoring

Monthly revenue and expenditure reports are issued by the Finance department, showing revenue and expenditures for the current month, fiscal year-to-date and remaining budgeted amounts. Each line item has percentage calculations, allowing departments to monitor their budget usage at any given time. As budgetary control over expenditures occurs at the department level, individual line items within a program may be overspent. Generally, any necessary budget transfers are processed near the end of the fiscal year or after fiscal year-end. Quarterly financial reports, with budget to actual comparisons are presented at City Council meetings.

Budgetary Basis of Accounting

The budget is prepared on a basis that conforms to generally accepted accounting principles ("GAAP") except for the following exceptions:

1. The budget may include an appropriation from the unassigned (formerly known as "undesigned") fund balance, if necessary.
2. Depreciation on fixed assets is not budgeted.

3. Capital outlay are expenditures.
4. Debt service principal payments are an expenditure.

Capital Improvement Program (“CIP”)

The CIP provides a working blueprint for planning the City's capital expenditures – land, buildings, infrastructure, machinery and equipment. It coordinates community planning, financial capacity, and physical development. The CIP is a planning and fiscal management tool used to manage the location, timing, and financing of capital improvements over a multi-year period. The CIP is reviewed and updated annually to reflect the City's changing needs, priorities, and funding opportunities to ensure that the infrastructure exists to advance the community's strategic and long-term goals and objectives. Infrastructure is defined, for purposes of this policy, as street work including asphalt, concrete, sidewalks, curbs, gutters, bridges and storm drainage.

The City's CIP contains all individual capital expenditures, in conjunction with projected/forecasted construction and completion schedules, and funding sources. The first year of the CIP is the upcoming year's spending plan for capital items and is included and accounted for in the Capital Projects Fund. The Capital Projects Fund has an annual budget included with the City's Annual Operating Budget.

The CIP is a plan for capital expenditures that extends four additional years beyond the Capital Projects Fund budget. It is important to note that those future years are not appropriated, nor is the City obligated to fund the capital expenditures shown in those future years.

The CIP provides the following benefits:

- Synchronizes the capital and operating budgets
- Helps identify the most economical means to finance capital projects
 - Increases opportunities for obtaining federal and state aid
- Relates the need for public facilities to public and private development plans
- Assists in evaluating competing demands for resources based on prioritization reflecting the City's long-term goals and objectives
- Links strategic and comprehensive plans with community objectives and fiscal capacity
- Informs the public about the government's future needs for investment in infrastructure

The CIP includes:

- A summary of the capital projects and equipment
- Individual capital project spreadsheets
- Ranking of projects based on need/priority (to be determined)
- Sources of funding, if known
- A timetable for the construction or completion of the project
- A description of the major projects
- The effects on operating expenses, if known, upon completion of the project.

In addition to the transfer from the General Fund the CIP is financed through earmarked State funds, other Federal and State grants, sale of general obligation bonds or other loan proceeds, PEG funds and developer contributions.

Accounting and Financial Policies

Financial Reporting

For financial reporting purposes, the governmental funds use the modified accrual basis of accounting, under which revenues considered to be both measurable and available for funding current appropriations are recognized when earned. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. The City considers all revenues to be available if they are collected within 60 days after the end of the current fiscal period. All other revenues are recognized when received in cash, except that revenues of a material amount that have not been received at the normal time of receipt are accrued, and any revenues received in advance are deferred. Expenditures are recorded at the time liabilities are incurred, except for accumulated sick leave, which is treated as an expenditure when paid.

As a result of GASB 34, the City depreciates fixed assets on its financial statements using the straight-line method over the estimated useful lives of the various classes of assets, including land improvements, buildings and equipment. The City is not currently utilizing an enterprise fund for any portion of its operations. As a result, it is not required to budget for depreciation expense. Therefore, the General Fund expenditure budget does not include any depreciation expense.

Budgeted personnel expenditures include wages for hours worked and all types of leave, including holidays, annual leave, sick leave, etc. As a result, no separate budget line item is required for leave usage.

Cash Management Policy

The City's cash management policy is to maximize collection efforts for all revenues due the City, regardless of source. Generally, vendor invoices are paid within 2 weeks of the receipt of an approved invoice by the Finance department, unless otherwise directed by the department initiating the purchase. The City takes maximum advantage of vendors' credit terms in order to maximize investment earnings.

Debt Policy (City Charter §C7-4)

The City Charter provides that the Mayor and Council may borrow money for any proper public purpose and evidence such borrowing by the issue and sale of its general obligation bonds in accordance with state law. The City may borrow up to 5% of the assessed valuation of all real property subject to City taxation in general obligation debt without the need to place such issue to referendum, to mature not more than 30 years from date of issue. The total of all City indebtedness at any one time shall not exceed 10% of the assessed valuation of all real property subject to City taxation.

Encumbrance Policy

Purchase orders are issued for purchases to be encumbered. This action provides a budgetary reduction in the program account(s). Under current policies and procedures, all purchases in excess of \$3,000, with the exception of utilities, debt service, payroll taxes and insurance, require an approved purchase order. All encumbrances lapse at the end of the fiscal year except for capital projects fund encumbrances that are project-dependent.

Fund Balance Policy

Resolution 11-R-18 incorporates a fund balance policy in compliance with Governmental Accounting Standards Board (“GASB”) Statement No. 54. This policy also defines new fund balance classifications, most significantly, the term “undesignated reserve” was changed to “unassigned reserve”.

Investment Policy

Investments of the City of College Park are governed by State regulations and the City’s adopted investment policy. As a general practice, funds are invested in instruments with maturities of 1-5 years. The City is authorized to invest in obligations of the U.S. government and agencies, mutual funds that invest in U.S. government securities, bank certificates of deposit, repurchase agreements fully collateralized by U.S. government and agency securities, bankers’ acceptances and the Maryland Local Government Investment Pool (“MLGIP”). MLGIP was established under Article 95, Section 22G of the Annotated Code of Maryland and is under the administrative control of the State Treasurer. PNC Institutional Investments is currently contracted to operate MLGIP and may invest in any instrument permitted by Section 6-222 of the State Finance and Procurement Article. All investments other than the MLGIP must be in U.S. full faith and credit obligations, be collateralized by U.S. full faith and credit obligations, or be covered by Federal depository insurance.

Risk Management

The City has an insurance agreement with Local Government Insurance Trust (“LGIT”), a public entity risk pool. LGIT provides the City’s property, general, automobile and public officials’ legal liability insurance coverage. LGIT is a total risk and cost sharing pool for all municipal participants. Premiums are charged to each municipality’s General Fund, with no provision made for claim liability in addition to premiums unless an assessment is made by the Trust.

Audit

The Finance department is tasked with the record-keeping for all City financial transactions, including general ledger, payroll, investments, budgeting and purchasing function. Internal audits are performed periodically, as needed, to ensure fiscal compliance and safeguarding of City assets.

Maryland state law and the City’s Charter (§C10-10) require that an annual audit be performed by independent certified public accountants in accordance with generally accepted auditing standards. The auditing firm is selected by and directs its report to the City Council. The City Charter states that the accountant or firm chosen as auditor may not serve for more than four consecutive fiscal years and may not be re-engaged/rehired unless at least two fiscal years will have lapsed from the termination of that firm’s prior engagement with the City.

20-G-20

Award of Contract to
Greenman-Pedersen
For Design
And Engineering



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

AGENDA ITEM 20-G-20

Prepared By: Brenda Alexander,
Assistant Director, DPW

Meeting Date: 01/28/2020

Presented By: Brenda Alexander
Assistant Director, DPW

Consent Agenda: Yes

Originating Department: Department of Public Works

Action Requested: Award of contract not to exceed \$56,000 to Greenman–Pedersen, Inc., for design and engineering specifications for the construction of a park facility on the Odessa outlot in the Sunnyside neighborhood.

Strategic Plan Goal: Goal 4 – Quality Infrastructure

Background/Justification:

Residents in the Sunnyside neighborhood have expressed interest in the concept of a play area for children in their neighborhood, so they won't have to cross busy Rhode Island Avenue to play at a playground that is close to their home. Staff sent letters to the neighborhood residents and held a community meeting in January 2020 to obtain community feedback. Residents that attended the community meeting expressed positive interest for the creation of children's play area at the Odessa outlot. Two parcels make up this space, parcel 46, block E and the outlot. These parcels were donated to the City in 1999 with the intent the land be used for recreational purposes.

The siting of the play area will be on the north parcel (outlot), which is outside of the identified limit of disturbance of the proposed Maryland Department of Transportation Beltway widening project.

Bids were received from three engineering firms to develop a concept design for the project and associated engineering plans, to submit to Prince George's County for approval and construction specifications for the play area amenities.

Bid results:

Charles P. Johnson & Associates, Inc.	\$ 79,795.00
Greenman–Pedersen, Inc.	\$ 54,852.47
RK&K	\$185,178.18

Greenman–Pedersen, Inc. submitted the most competitively priced bid for the design and engineering of the park facility on the Odessa outlot.

Fiscal Impact:

Design and engineering for the park facility at the Odessa outlot not to exceed \$56,000.00. The current FY 20 budget includes funding in the Public Works Departmental Capital line item in the amount of \$90,000.00 earmarked for playgrounds.

Council Options:

1. Award a contract to Greenman – Pedersen, Inc for design and engineering specifications for the Odessa outlot park facility, not to exceed \$56,000.00 subject to the approval of the City Attorney and authorize the City Manager to sign.
2. Award a revised contract to Greenman – Pedersen, Inc for design and engineering specifications for the Odessa outlot park facility and authorize the City Manager to sign.

3. Do not award a contract to Greenman – Pedersen, Inc for design and engineering specifications for the Odessa outlot park facility and request staff to obtain additional bids from other architectural/engineering firms.

Staff Recommendation:

Option 1

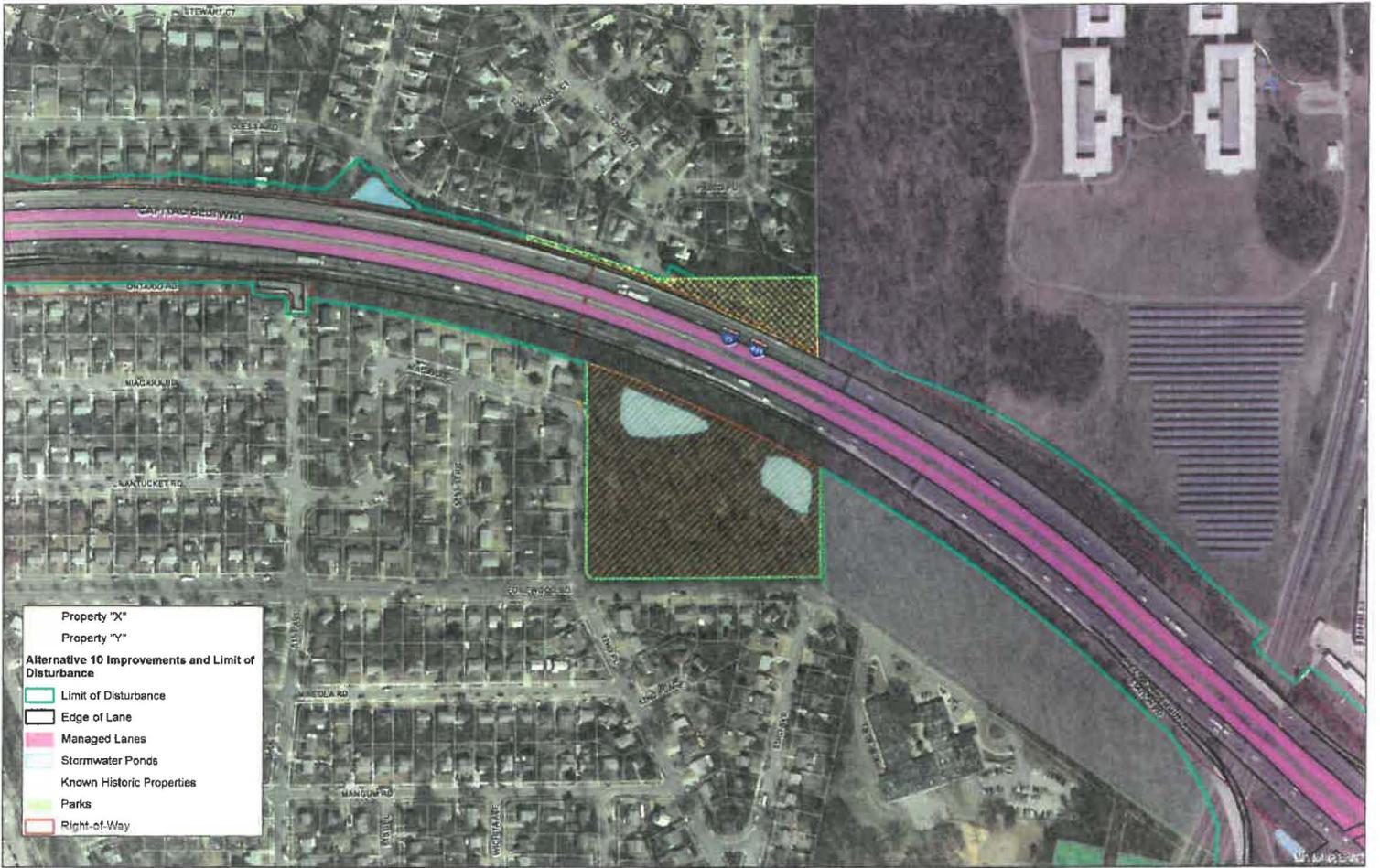
Recommended Motion:

I move that the City Council award a contract to Greenman–Pedersen, Inc for the design and engineering specifications for a park facility at the Odessa outlot, in an amount not to exceed \$56,000.00, subject to approval by the City Attorney and authorize the City Manager to sign.

Attachments:

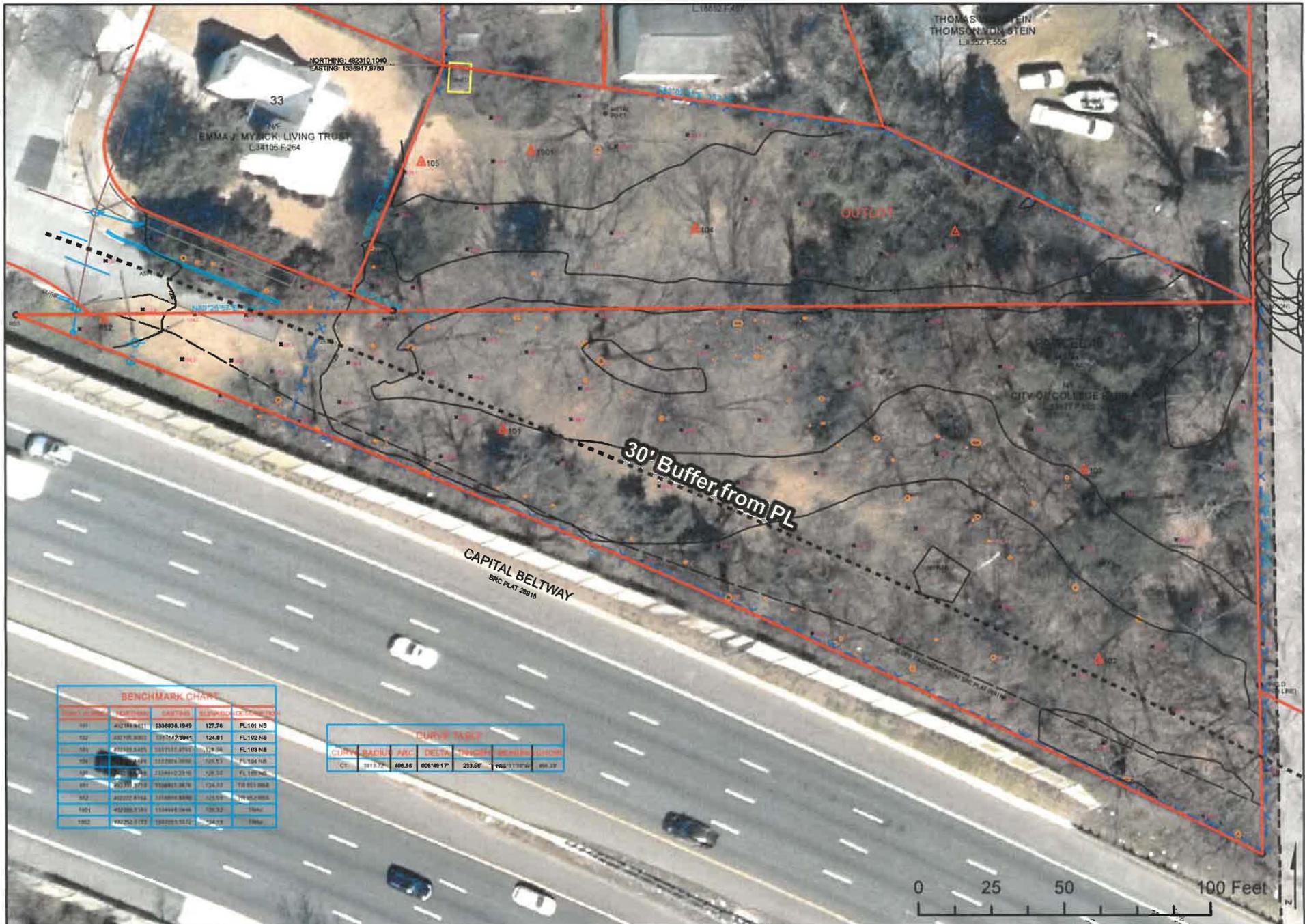
1. Proposed plan from Maryland Department of Transportation for the Beltway widening project
2. Odessa Road outlot detail of parcel 46, block E and the outlot
3. Contract document for the design and engineering specifications for the park facility at the Odessa outlot with Greenman – Pedersen, Inc.

Maryland Department of Transportation
 Proposed Beltway widening



Odessa Rd, Outlot and Parcel 46, Block E

Created by College Park Engineering
 Date: 12/6/2019
 Source: M-NCPPC & CP GIS



BENCHMARK CHART

MARK NUMBER	NORTHING	EASTING	REFERENCE POINT/STATION
101	421788.4111	1338095.1049	FL101 NS
102	421788.3092	1337147.3942	FL102 NB
103	421808.8405	1337532.8192	FL103 NB
104	421788.3474	1337894.3690	FL104 NB
105	421788.3474	1337894.3690	FL105 NB
106	421771.3719	1338883.3676	FL106 NB
107	421771.3719	1338883.3676	FL107 NB
108	421771.3719	1338883.3676	FL108 NB
109	421771.3719	1338883.3676	FL109 NB
110	421771.3719	1338883.3676	FL110 NB
111	421771.3719	1338883.3676	FL111 NB
112	421771.3719	1338883.3676	FL112 NB
113	421771.3719	1338883.3676	FL113 NB
114	421771.3719	1338883.3676	FL114 NB
115	421771.3719	1338883.3676	FL115 NB
116	421771.3719	1338883.3676	FL116 NB
117	421771.3719	1338883.3676	FL117 NB
118	421771.3719	1338883.3676	FL118 NB
119	421771.3719	1338883.3676	FL119 NB
120	421771.3719	1338883.3676	FL120 NB

CURVE TABLE

CURVE	RADIUS	ARC	DELTA	TANGENT	BEARING	CHORD
CE	317.72	400.86	008°48'17"	233.67	190°11'37.74"	468.37

ENGINEERING CONSULTANT AGREEMENT

THIS ENGINEERING CONSULTANT’S AGREEMENT (the “Agreement”) is effective this _____ day of _____, 2020, by and between the CITY OF COLLEGE PARK (the “City”), a municipal corporation of the State of Maryland, whose address is 4500 Knox Road, College Park, Maryland 20782 and GREENMAN-PEDERSEN, INC., a Maryland corporation hereinafter referred to as “Consultant,” whose address is 11000 Broken Land Parkway, Suite 500, Columbia, MD 21044, each individually a party and, collectively, the parties.

WHEREAS, the Consultant has agreed entered into an agreement with the City for on-call engineering services on a per task basis with a pricing structure for civil and site engineering that is consistent with RFP 1011771, Contract for Engineering Services for Transportation Facilities Basic Ordering Agreement with Montgomery County, Maryland; and

WHEREAS, the City desires engineering services to provide design and engineering specifications for the construction of a park facility on the Odessa outlot (“Project”) owned by the City, obtain a mandatory referral of the design for approval by Prince George’s County and the Maryland-National Capital Park and Planning Commission, prepare construction plans and bid documents and assist in the bidding process for the Project; and

WHEREAS, the Consultant has agreed to provide the engineering services.

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

1. Appointment. The City hereby engages Consultant, as an independent professional contractor and not as an agent or employee of the City, to provide engineering consulting services as

requested by the City and Consultant hereby accepts such work, 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 contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the standards in the industry. Consultant services included as part of this Agreement shall include:

- Prepare a concept plan for the site to be reviewed by the City (Site survey performed by others)
- Incorporate review comments from the City to develop a final concept plan
- Prepare estimated construction costs for the project
- Initiate and complete Mandatory Referral process with Maryland National Capital Park & Planning Commission to include:
 - Natural Resources Inventory & Forest Stand Delineation (NRI/FSD)
 - Tree Conservation Plan (TCP – 1)
- Submit project plans to Prince George’s County Department of Permits, Inspections and Enforcement (DPIE) for approval of the Site Development Concept Plan (SDCP), and stormwater management concept plan
- Perform geotechnical testing in conjunction with the stormwater management design concept and provide final geotechnical report
- Submit erosion and sediment control plan to Prince George’s County Soil Conservation District (SCD) for approval
- Prepare final construction plans to include:
 - Site plan with details
 - Utility plan
 - Fine grading plan
 - Landscape plan with detail to include playground equipment and site furnishings
 - Stormwater management plan
 - Erosion and sediment control plan
 - Construction specifications
- Preparation of bid document to include construction drawings and technical specifications
- Attend pre-bid meeting to answer questions and requests for information during bid process
- Prepare addenda prior to bid due date
- Assist with review of submitted construction bids to support City recommendation for award

Contract Time. The Consultant shall commence work within five days of notice to proceed. The contract work schedule shall be determined by agreement of the parties. In any event, the schedule shall make provision for a start of construction of the Project by December, 2020. Time is of the essence for this Agreement.

Contract Price. The City agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of specific tasks approved by this Agreement, based on the hourly rates contained in the Labor and Expense Unit Cost Table from the County Contract, attached as Exhibit A, the sum of not to exceed \$55,000.00. All out of pocket expenses by the Consultant, such as postage, reproduction, diagrams, photographs, blueprinting, courier service, etc. are included in the hourly billable rate. The City shall pay the Consultant for approved tasks on a monthly basis subject to receipt and approval of an invoice by the City's Finance Officer. Services shall be billed to the City at hourly rates referenced herein. In no event will the City be billed for services that have not yet been performed.

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

- Exhibit A – Labor and Expense Unit Cost Table
- Required affidavits and certifications
- Certificate(s) of Insurance and additional insured endorsement

4. 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 specifically set forth 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 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 obligations under this Agreement except as otherwise set forth herein.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties further recognize that Consultant, as an independent contractor of the City, is responsible for directly assuming and

remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses required by law. 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, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

5. **Insurance.** Consultant will purchase and maintain during the entire term of this Agreement, professional errors and omissions insurance, automobile and workers' compensation insurance, if applicable, with limits of not less than those set forth below. On each policy, with the exception of Workers Compensation, Consultant will name the City of College Park as an additional insured and will provide an additional insured endorsement for all coverages except workers compensation and professional errors and omissions.

A. Comprehensive General Liability Insurance

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

All insurance shall include completed operations and contractual liability coverage.

B. Automobile Liability Coverage. Automobile insurance for personal injury and property damage \$1,000,000 each occurrence/ aggregate

C. Workers' Compensation Insurance. Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance, if applicable. The City will deduct a predetermined percentage of each payment to any Consultant who has failed to provide a Certificate of Insurance for Workers' Compensation, in order to defray coverage costs of the City. This percentage is subject to change. The Consultant

will be provided notification of any change. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

D. Professional errors and omissions. The Consultant shall maintain a policy with limits of not less than \$2,000,000 each claim/ aggregate.

Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the City under this Agreement. The City shall be provided with thirty days prior notice of changes that would reduce the coverage available. Copies of certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City prior to beginning work.

Provision of any insurance required herein does not relieve 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's immunities or any damage limits applicable to municipal government as provided by law.

6. 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 reasonable attorneys' fees, arising directly or indirectly out of the performance of the Agreement, whether caused by the negligent or willful act or omission on the part of the Consultant, its agents, servants, employees and subcontractors.

7. Permits, 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 comply with all applicable laws and regulations. Requirements for obtaining permits shall be determined in each task order.

8. **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.

9. **Subcontracting.** The Consultant may not subcontract any work approved under this Agreement without the prior written 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 delegated to the subcontractor. There shall be no contractual relationship between the City and the Consultant's subcontractors.

10. **Accurate Information.** The Consultant certifies that all information provided in response to requests for information is true and correct. Any false or misleading information provided by Consultant shall be a material breach of this Agreement and is grounds for the City to terminate this Agreement.

11. **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.

12. **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.

13. **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 be available to 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.

14. 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 the contract documents, each of which shall constitute a material 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, or to prepare a plan agreeable to the City to correct or remediate such breach in a timely manner. Should the Consultant fail to prepare such a plan or, having done so, to commence such correction or remediation no later than 10 days after receipt of notification, the City may immediately terminate this Agreement. This provision shall not limit the City in exercising any other rights or remedies it may have.

15. 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 date on which the Consultant receives notice of such termination.

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

To the City:

Scott Somers
City Manager
City of College Park
4500 Knox Road
College Park, MD 20740
ssomers@collegetparkmd.gov

To the Consultant:

John Nolan, P.E.
Greenman-Pedersen, Inc.
11000 Broken Land Parkway
Suite 500
Columbia, MD 21044

17. Attorneys' Fees and Costs.

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

18. 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.

19. 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.

20. 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.

21. Materials.

A. Materials produced under or by reason of this Agreement shall be considered Official Products of Work owned by the City of College Park.

B. Materials independently developed and owned by the Consultant or by other authors and third parties, and which may be used by Consultant 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 records 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 its express consent. 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 by the City 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 and sub-contractors, 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.

22. Counterparts. The parties may execute this Agreement in counterparts, which each such document shall, in the aggregate and when signed by both parties, constitute one and the same instrument; and, thereafter, each counterpart shall be deemed an original instrument as against

any party who has signed it. This Agreement shall not be valid or enforceable unless and until duly executed by a duly authorized officer of each party.

23. Interpretation. Any questions concerning conditions and specifications shall be directed in writing to the Project Manager. No interpretation shall be considered binding unless provided in writing to Contractor by the Project Manager. By execution of this Agreement, the Contractor certifies that it understands the terms and specifications as set forth in the Contract Documents.

24. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, the Contractor shall not assign any right or obligation under this Agreement without the City's express written consent, which may be withheld in the City's sole discretion.

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

B. The Contractor certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work. Contractor shall post its non-discrimination policy in conspicuous places.

C. 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 shall constitute a material breach of this Contract.

26. Equal Benefits.

A. Contractor must comply with the applicable provisions of § 69-6 of the City Code. The Contractor 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 Contractor 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 Contractor may not be in compliance with the provisions of this section.

C. The failure of the Contractor to comply with § 69-6 of the City Code will be deemed to be a material breach of this Agreement.

27. Ownership and Use of Documents. All documents materials or data developed as a result of this Agreement are the City's property. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this Agreement. The City may use this information for its own purposes, including reporting to state and federal agencies. The Consultant warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract.

28. Changes. The City may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Consultant is entitled to receive.

Consultant must bring to the Project Manager, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the City issued the change in work, or the claim is waived. The Consultant must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

29. Confidentiality. The City may disclose Consultant's information to the extent required by the Maryland Public Information Act ("MPIA") or other applicable law. Consultant shall mark any information that it wishes to remain "confidential" or "proprietary" before providing the information to the City. In the event that, pursuant to the MPIA or other process, the City receives a request for information that has been so marked by Consultant, and the City agrees that the information may be exempt from disclosure under Maryland law, then the City will not disclose the information and will notify the Consultant of the request. Consultant shall bear the costs of asserting any right to non-disclosure of its information. This Agreement is not a confidential document. The Consultant shall keep confidential all information provided by the City, or to which the Consultant has access as part of the provision of services under this Contract.

30. Patents, Copyrights and Royalties. Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, copyright or license, or other property or privacy right the Consultant must secure, before using or employing such materials, the authorizations and approvals related to its use in writing from the owner or licensee of such letters of patent, copyright or license, or other property or privacy right, and file the same with the City. The Consultant will indemnify and hold harmless the City related to Consultant's alleged infringing or otherwise improper or unauthorized use and defend, at its own expense, and will pay the cost and damages awarded in any action brought

against the City based on any allegation that the items provided by the Consultant infringe on a patent, copyright, license or trade secret or other private property right. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret or other property or privacy right, the Consultant will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

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

ATTEST:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: Scott Somers, City Manager

WITNESS:

GREENMAN-PEDERSEN, INC.

By: _____

Title:

APPROVED AS TO LEGAL SUFFICIENCY:

Suellen M. Ferguson
City Attorney

20-G-21

Approval of Minutes

WORKSESSION MINUTES
College Park City Council
Wednesday, November 6, 2019
Davis Hall, 9217 51st Avenue
7:30 P.M. – 10:58 P.M.

PRESENT: Mayor Wojahn; Councilmembers Kabir, Kennedy, Brennan, Dennis, Day, Rigg, and Mitchell. Councilmember Kujawa arrived at 7:36 p.m.

ABSENT: None.

ALSO PRESENT: Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Terry Schum, Director of Planning; Miriam Bader, Senior Planner; Robert Marsili, Director of Public Works; Ireland Lesley, SGA President, sitting in for the Student Liaison. Councilmember-elect Maria Mackie was also in attendance.

Mayor Wojahn opened the Worksession at 7:30 p.m.

CITY MANAGER’S REPORT: Mr. Somers reviewed items from the Weekly Bulletin.

AMENDMENT TO/APPROVAL OF THE AGENDA: The agenda was approved without amendment (Dennis/Mitchell) 7-0.

DISCUSSION ITEMS:

1. Annual Police Presentations from University of Maryland Police, Prince George’s County Police, and the Contract Police Program: Major Holland, Chief Mitchell, Deputy Chief Lloyd, and Major Keleti presented their reports. Council is interested in seeing trends over time, not just single year statistics. Council requested CMAST reports. Referrals to the Office of Student Conduct has been a game-changer.

2. Review of Preliminary Plan of Subdivision for College Park Marriott: Mark Vogel and Art Horne. Republic Properties and Vogel Properties submitted the successful response to an RFQ to develop this site which is owned by Prince George’s County. County specified this had to be a Marriott. Property is in the College Park-Riverdale Park TDDP, Aviation Policy Area, and Flood Plain. They will elevate the building and provide compensatory storage. Concern about impact of the height of the building on airport operations. Staff recommends approval with conditions. A separate agreement may be needed at the time of DSP when they return in the future. Hotel will be 6 stories; 85 feet.

Council requested the developer engage the Tree and Landscape Board in the greenspace design. The park to the west will be visible; Council wants something attractive that will complement the public art at the Purple Line station. To agenda next week.

3. Discussion of a fee schedule for bulk trash pick-ups: Discussion of a trash-to-treasure program. Discussion of what the \$180 trash fee covers.

[At 10:30, a motion was made by Councilmember Rigg and seconded by Councilmember Kennedy to extend the meeting. The motion passed 8-0.]

Discussion of options for moving forward: wait to gather more data; move forward with 20 free items per year and charge for any amount over 20; eliminate the \$180 trash fee and charge for bulk pick-ups in a different way; don't provide bulk trash services in certain areas at all; run a pilot fee structure program to evaluate impact; should the \$180 trash fee be a credit against bulk trash pick-ups.

Draft an ordinance to institute a fee structure for over 20 bulk trash items per fiscal year.

4. Appointments to Boards and Committees: Mark Mullauer to Recreation Board; Marcie Booth to Animal Welfare Committee.

5. Requests for/Status of Future Agenda items: Trash to Treasure program (Day/Rigg 8-0)

6. Mayor and Councilmember Comments: College Park Woods meeting on Thursday regarding building design. Community Meeting on Monday re Hollywood Streetscape.

ADJOURN: A motion was made by Councilmember Kennedy and seconded by Councilmember Day to adjourn the Worksession. With a vote of 8-0, Mayor Wojahn adjourned the Worksession at 10:58 p.m.

Janeen S. Miller
City Clerk

Date
Approved

MINUTES
Regular Meeting of the College Park City Council
Tuesday, November 12, 2019
Davis Hall, 9217 51st Avenue
7:30 p.m. – 8:58 p.m.

PRESENT: Mayor Wojahn; Councilmembers Kabir, Kennedy (arrived at 7:35 p.m.), Brennan, Dennis, Day, Rigg, and Mitchell.

ABSENT: Councilmember Kujawa.

ALSO PRESENT: Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen S. Miller, City Clerk; Suellen Ferguson, City Attorney; Terry Schum, Director of Planning; Miriam Bader, Senior Planner; Robert Marsili, Director of Public Works; Julia Nikhinson, Deputy Student Liaison. Councilmember-elect Mackie was also in attendance.

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

ANNOUNCEMENTS:

Councilmember Kabir announced the North College Park Community Association meeting.

Councilmember Mitchell announced the College Park Woods meeting about the clubhouse and discussed yesterday's Veterans Day event.

Councilmember Brennan announced the One Warm Coat drive.

Councilmember Dennis announced the Coffee Club and the Lakeland Civic Association meeting.

CITY MANAGER'S REPORT: Mr. Somers reviewed leaf season guidelines, the schedule for the Thanksgiving holiday, the free rabies clinic, and the Hollywood Commercial Streetscape meeting.

PROCLAMATIONS: Mayor Wojahn read the Proclamation for Small Business Saturday.

AMENDMENTS TO AND APPROVAL OF THE AGENDA: Add meeting minutes for the September 17 Special Session and the September 24 Regular Meeting to item #19-G-150 (Dennis/Mitchell 7-0). Approve agenda as amended Mitchell/Kennedy 7-0.

PUBLIC COMMENT ON CONSENT AGENDA AND NON-AGENDA ITEMS:

David Gray, resident: The elections went smoothly but the budget was high and turnout was low. Wants more detail on how many people voted early, absentee, at each poll, etc.

Carol Macknis, resident: She was an election judge at the Stamp Union poll and recommends it not be used as a poll again because turnout was low and there were issues with logistics.

PUBLIC HEARING:

Ordinance 19-O-14, An Ordinance Of The Mayor And Council Of The City Of College Park, Amending City Code Chapter 119, "Refuse, Yard Waste, Solid Waste And Special Trash," Chapter 161, "Recycling", And Chapter 110, "Fees And Penalties", To Change How Special Trash Is Collected, To Prohibit Placement Of Materials At Properties That Did Not Generate

The Materials, To Set Fees For Collection And Fees For Refuse, Recycling And Yard Waste Receptacles, And Penalties For Violations, And To Consolidate Recycling Provisions Into Chapter 161.

Mr. Somers gave the overview, reviewed the staff report, and added that the start date would be May 1, 2020. We have added a specific definition for Special Trash. The fee schedule being considered tonight is a \$20 fee for appliances and for electronics. This would limit the amount of woody/soft debris put out for pick-up and would prohibit contractor-generated construction debris. When this was introduced, we said the City would allow up to two refuse carts for free, but the staff reports indicates one. We need clarification on this from Council. Council indicated it was intended to be 2. The correction will be made.

Mr. Somers said this ordinance is not about the bulky trash fee schedule, which will come back in January.

Councilmember Kabir asked about the prohibition of the placement of materials at a property other than that which generated them. He asked the amount of the fine for a violation. The fine isn't showing up in this ordinance because it is already included in Chapter 110. First violation is \$100; subsequent violation in 12 months is \$200. Mayor Wojahn asked who would incur the fine. Ms. Ferguson said it depends on if there was consent.

Public Comment:

Oscar Gregory, resident: The City has one job to do – collect the trash. This is a money grab. Council should incentivize, not penalize, the residents.

Mary King, resident: Referred to the bulk trash report of May 2018, and said this ordinance is a positive step forward. Clarification is needed on P.20 F, electronics; P. 23, recycling violations; P. 15 Section 5 Part B, concern is that this is the first step of limiting bulk trash collections to a certain number per year. The abuse of bulk trash is only by 2% of residents.

Peter King, resident: Proponent of the ordinance but sees some problems. He raised issues under electronics, construction debris and roof shingles. He provided a written list of his comments for staff to review. He recommends these items get fixed before going to adoption tonight.

David Gray, resident: He didn't see the ordinance posted on the website; he saw the public hearing notice, but not the ordinance. He thinks it is contentious to have a public hearing and then vote on the ordinance right after. It seems that Council is ignoring the residents. He discussed his concerns about carts being visible from the street, yard trim, woody waste, shredded paper, hazardous material containers, alkaline batteries vs. other types.

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

19-G-150 Approval of minutes from the September 10 Regular Meeting; September 17 Worksession; September 17 Special Session; September 24 Regular Meeting.

The motion passed 7-0.

ACTION ITEMS

19-G-151 Award of FY 20 public school education grants as recommended by the Education Advisory Committee – Carolyn Bernache, Chair, Education Advisory Committee

Ms. Bernache presented the recommendations from the staff report and described the two levels of grants: \$8,000 and \$2,750. This year we added College Park Academy for \$2,250.

Councilmember Kabir is proud of the City's support, and thinks other cities should be doing this as well. Ms. Bernache said the EACs exchanged information, and that each City supports their schools very differently.

Councilmembers Mitchell and Day said they must abstain because they have a conflict of interest.

A motion was made by Councilmember Kennedy and seconded by Councilmember Rigg to award the following FY 20 Education Grants:

- **\$8,000 to Hollywood Elementary for Enhancing Teaching & Learning via Technology and the Arts**
- **\$8,000 to Paint Branch Elementary for Afterschool Chinese/English reading and writing programs.**
- **\$8,000 to Greenbelt Middle School for ESOL Extended Learning Opportunity**
- **\$2,750 to Berwyn Heights Elementary for Science, History and Culture Field Trips.**
- **\$2,750 to Cherokee Lane Elementary for Transportation for Field Trips**
- **\$2,750 to University Park Elementary for Literacy in Math for All (gifted learners, special needs, ESOL and general education students)**
- **\$2,750 to Hyattsville Middle School for Co-ed Teaching/SPED Team Program.**
- **\$2,750 to High Point High School for College Readiness/SAT Preparation Workshops**
- **\$2,250 to College Park Academy for "E-Force" Environmental Club.**

The total of these awards is \$40,000 which is budgeted in the FY 2020 budget.

The motion carried 5-0-2 (Councilmembers Day and Mitchell abstained).

19-O-14 Adoption of Ordinance 19-O-14, An Ordinance Of The Mayor And Council Of The City Of College Park, Amending City Code Chapter 119, "Refuse, Yard Waste, Solid Waste And Special Trash," Chapter 161, "Recycling", And Chapter 110, "Fees And Penalties", To Change How Special Trash Is Collected, To Prohibit Placement Of Materials At Properties That Did Not Generate The Materials, To Set Fees For Collection And Fees For Refuse, Recycling And Yard Waste Receptacles, And Penalties For Violations, And To Consolidate Recycling Provisions Into Chapter 161.

Mr. Somers stated we should review this more thoroughly before adoption. He suggests delaying adoption, especially if the ordinance was not posted on the website.

A motion was made by Councilmember Rigg and seconded by Councilmember Mitchell to postpone adoption until such time as the ordinance has been reviewed. The motion passed 7-0.

19-G-152 Approval of the Preliminary Plan of Subdivision 4-18027, with conditions, for the College Park Marriott (Residence Inn), on Campus Drive at Cpl. Frank Scott Drive

Ms. Bader reviewed the staff report. We reviewed this project in depth at last week's Worksession. The Planning Board hearing has been rescheduled to Thursday, January 9. Since the Worksession, we spoke with the applicant and made some minor revisions, which are in the staff report. The applicant agrees with all of the conditions.

Mr. Bradley Farrar, attorney for the applicant, stated that they agree with all of the conditions. Issues related to the design will be addressed at the time of Detailed Site Plan.

A motion was made by Councilmember Day and seconded by Councilmember Rigg that the City Council recommend approval of Preliminary Plan 4-18027 and the public utility variation request with the following conditions:

- 1. Prior to signature approval of the Preliminary Plan of Subdivision (PPS), the plan shall be revised to:**
 - a. Show a public access easement to the City of College Park along the south side of Lehigh Road for a 5' sidewalk.**
 - b. Show a public access easement to the City of College Park along the proposed private road for vehicular and pedestrian access.**
- 2. Prior to approval of a final plat, the Applicant shall vacate the existing unimproved Knox Road right-of-way with the consent of the City.**
- 3. At the time of DSP acceptance:**
 - a. Provide an exhibit that illustrates the location, limits, and details of the BPIS improvements. The City's preferences, listed in order of priority, are:**
 - i. Continue the existing sidewalk from the bus stop at the intersection of 50th Avenue and Campus Drive to the hotel site.**
 - ii. Provide a bus shelter at the 50th Avenue/Campus Drive bus stop.**
 - iii. Construct a sidewalk from the Campus Drive/Riverside Avenue intersection on the west side of Riverside Avenue to Old Calvert Road.**
 - iv. Construct a path along the north side of Old Calvert Road to Edmonston Road within the Calvert Road Park.**
 - b. Provide a viewshed study to illustrate the visibility of the proposed new construction from the College Park Airport Historic Site.**
 - c. Provide proof of compliance with Aviation Policy Area (APA-6) restrictions (no obstruction over 198-feet Above Mean Sea Level-AMSL).**
- 4. Prior to DSP approval execute a Declaration of Covenants Agreement with the City that includes, at a minimum, the following provisions:**
 - a. Acknowledgment of responsibility for maintenance along all public rights-of-way for pedestrian light fixtures, landscaping, and sidewalks.**
 - b. Provision of a public art feature which can be matched by City funds (up to \$15,000).**
 - c. Public access agreements to the City of College Park.**

The motion was approved 7-0.

19-R-22 Approval of a Resolution adopting the recommendations of the Committee-on-Committees, including a summary of the Code changes and follow-up resolutions that are needed, and a redline of policy revisions

Mr. Somers reviewed the staff report and said this Resolution adopts the recommendations of the Committee on Committees. Some ordinances and resolutions will be forthcoming.

A motion was made by Councilmember Kennedy and seconded by Councilmember Rigg to approve Resolution 19-R-22, adopting recommendations of the Committee on Committees.

The motion passed 7-0.

19-G-153 Appointments to Boards and Committees

A motion was made by Councilmember Rigg and seconded by Councilmember Dennis to appoint Mark Mullauer to the Recreation Board, Marcia Booth to the Animal Welfare Committee; reappoint Nora Eidelman to the Ethics Commission; reappoint Alan Bradford to the Ethics Commission; and reappoint Manuel Guevara-Cordova to the Seniors Committee. The motion passed 7-0.

19-R-23 Approval of a Resolution to adopt a template agreement for installation of Small Cell Antenna Facilities and application process, and discussion of possible amendments to Chapter 172 Article II Wireless Telecommunications Facilities in Public Rights-of-Way – Suellen Ferguson, City Attorney

Ms. Ferguson said this is the next step in the process of accepting applications for installation of small cell antenna facilities in the rights-of-way. The Code amendments have already been made. This agreement is for the application process the various providers will follow. She would like to call it a “License Agreement” instead of a “Use Agreement.”

Mayor Wojahn asked if we have any idea where they want to place these? Ms. Ferguson said we have some idea because we have been contacted by two carriers. Under the law they have to provide a map with their application, and Council can decide whether to hold a public hearing on the request. She believes some of the sites will be in residential neighborhoods. Once an application is accepted, the Mayor and Council will be notified, the time clock starts to run, and Council can decide whether to have a public hearing.

Mayor Wojahn asked what happens if the FCC order, which is under litigation, is overturned. Ms. Ferguson said that would give us more say about where these are installed. The question is finding the balance between the need for this important infrastructure and approving the locations.

A motion was made by Councilmember Kennedy and seconded by Councilmember Dennis to approve the License Agreement for deployment and installation of wireless facilities and support structures on non-owned poles in the City rights-of-way.

The motion passed 7-0.

MAYOR AND COUNCILMEMBER REPORTS AND COMMENTS:

Ms. Mitchell said information would be forthcoming about cameras near school zones.

ADJOURN: A motion was made by Councilmember Rigg and seconded by Councilmember Day to adjourn the Regular Meeting. With a vote of 7-0, the regular meeting was adjourned at 8:58 p.m.

Janeen S. Miller, CMC
City Clerk

Date
Approved

20-G-16

Approval of Change
Order #2 for City Hall
Site Development

CITY OF COLLEGE PARK, MARYLAND
REGULAR COUNCIL MEETING

AGENDA ITEM 20-G-16



Prepared By: Bill Gardiner,
Assistant City Manager

Meeting Date: January 28, 2020

Presented By: Scott Somers,
City Manager
Bill Rowland, Redgate

Consent Agenda: No

Originating Department: Administration

Action Requested: Approval of Change Order #2 to the Agreement with Davis Construction for the City Hall Project site development

Strategic Plan Goal: High Quality Development and Reinvestment

Background/Justification:

Following a competitive RFP process, in February 2019 the City awarded construction management services for the City Hall project to James G. Davis Construction Corporation. Davis has been providing pre-construction services to the project team--preparing estimates, working on schedule development, and identifying design solutions that work within the budget. This work has been in anticipation of the construction phase that will include a guaranteed maximum price (GMP) for the construction of the entire building and plaza.

On December 3, 2019 Council authorized the City Manager to sign change order #1, the removal of the abatement and demolition work from the later construction phase in order to keep on schedule. Demolition will start soon. The entire project is anticipated to take 18 months to construct, with site work starting in early March 2020 and substantial completion in August 2021.

Council is again requested to authorize the removal of additional work from the construction phase in order to keep on schedule. This work includes surveying, excavation, and concrete-related trades for the foundation. Four to eight weeks of lead time after authorization is generally required before these trades can start work on site. The lead time is to finalize work scope, bid the work, review bids, approve contracts, and fabricate or order product. For example, work authorized on February 1, 2020 may not be ready to occur on site until the end of March 2020.

Davis Construction has provided (see attached) a summary of the costs and a description of the work requested to be authorized now. This work has been included in the project cost estimates. The total cost is \$4,150,530. Some of the major expenditures are for earthwork, cast-in-place concrete, the deposit on terra cotta, and submittals and drawings for plumbing and electrical.

If the work is not approved for release now and is included in the later guaranteed maximum price construction phase (which has not yet been approved), the schedule will be delayed several months and there will be added costs of keeping crews available and a longer total construction time. The formal Change Order #2 will be reviewed by the City Attorney.

Fiscal Impact:

The cost of this work has already been included in project estimates and approval of the change order is cost neutral. **The cost will be removed from the final construction phase cost.** The City's cost share will be covered by existing budgeted funds or bond proceeds.

Council Options:

1. Authorize the City Manager to sign a contract change order in the amount of \$4,150,530 with James G. Davis Construction Corporation for surveying, excavation, concrete, and related work described in the attachment.
2. Request additional information.
3. Direct the City Manager to keep this work in the final construction contract for the entire project and negotiate a payment to Davis for standby time and additions to the schedule with the understanding that the project will be delayed which has additional costs.

Staff Recommendation:

#1

Recommended Motion:

I move to authorize the City Manager to sign a contract change order after review by the City Attorney in an amount not to exceed \$4,150,530 to authorize the City Hall project work outlined in the Davis Summary of GMP #2 Costs.

Attachments:

Davis Summary of GMP #2 Costs



SUMMARY OF GMP #2 COSTS

COLLEGE PARK CITY HALL REDEVELOPMENT

College Park, MD

21 January 2020

	TRADE	SUMMARY	DESCRIPTION OF WORK INCLUDED
1	Site Camera	12,246	Furnishing and installation of project web cam
	Surveying	77,515	Full surveying scope of work for the project. Refer to attached scope/bid analysis
	Earthwork	508,190	Full excavation scope of work for the project. Refer to attached scope/bid analysis
2	Geopiers	307,100	Full geopier scope of work for the project. Refer to attached scope/bid analysis
	Site Development	93,750	Temporary dewatering, rodent control, covered walkway on Baltimore Ave, limited dumpster service, limited traffic control, shutting down travel lane on Yale Ave
3	Cast-in-Place Concrete	1,458,700	All structural concrete submittals/shop drawings, pouring of spread footings, wall footings, pits, foundation walls to grade, columns to 2nd floor, slab on grade, and tower crane erection
	Masonry	35,000	Submittals and masonry samples. Lock in production of brick (~7 month leadtime)
4	Stone	35,000	Submittals and stone samples. Lock in production of stone (~6 month leadtime)
5	Miscellaneous Metals	94,500	Shop drawings and furnishing/delivery of embeds
	Terra Cotta	100,000	Submittals, terra cotta samples, and 10% deposit to lock in production of terra cotta (~6 month lead time)
7	Below Grade Vapor Barrier	88,025	Full below grade vapor barrier scope of work for the project. Refer to attached scope/bid analysis
8	Glazing	50,000	Submittals and samples
14	Elevators	50,000	Hoistway shop drawings (needed to make sure structure is coordinated with elevator manufacturer requirements)
15	HVAC / Plumbing	362,500	Product data/submittals, BIM coordination process/shop drawings, install of sub-slab depressurization system and underground plumbing (sanitary/storm under slab on grade)
	Sprinkler	35,000	BIM coordination process/shop drawings
16	Electrical	283,000	Product data/submittals, BIM coordination process/shop drawings, setup/install of temporary power, and roughin under slab on grade

	TRADE	SUMMARY	DESCRIPTION OF WORK INCLUDED
	SUB TOTAL	\$3,590,526	
	Subcontractor Default Insurance	43,086	
	General Conditions	300,000	
	Testing and Inspection	By Owner	
	TOTAL COST	\$3,933,612	
	Estimating / Design Contingency	0	
	Construction Contingency	68,838	
	Permits/Expediter	By Owner	
	Gen. Liability Insurance	28,017	
	Builder's Risk Insurance	5,240	
	General Contractor's Fee	83,943	
	SUB TOTAL	\$4,119,650	
	Perf. & Payt. Bonds	30,880	
	Gross Receipts Tax	N/A	
	Preconstruction Costs	N/A	
	PROPOSED GMP 2 TOTAL	\$4,150,530	

20-G-12

Letter of Support
re: Unruly Social
Gatherings



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

AGENDA ITEM NUMBER 20-G-12

Prepared By: Bill Gardiner
Assistant City Manager

Meeting Date: January 28, 2020

Presented By: Bill Gardiner
Assistant City Manager

Consent Agenda: No

Originating Department: Mayor and Council

Action Requested: Support with amendments SB 209 – Criminal Law – Unruly Social Gatherings – Civil Penalties

Strategic Plan Goal: Excellent Services

Background/Justification:

Last year the City Council adopted an Unruly Social Gatherings Ordinance (in Chapter 141) that makes it a Municipal Infraction (civil citation) violation when conditions such as underage drinking, party attendees in the street, and disturbances of the peace exist at a gathering of more than eight people. A violation is subject to a municipal infraction and fine, with a warning given on first offense to property owners. Since this is a City ordinance, it is not enforced by other agencies such as County or UMD police.

Senate Bill 209 would create a new subtitle in Maryland Criminal Law entitled “Unruly Social Gatherings” which could be enforced by law enforcement officers. Unruly Social Gatherings are defined as gatherings of three or more people at which alcohol is consumed by underage persons or there are disturbances of the peace. There are exceptions for religious ceremonies and immediate family events. A law enforcement officer can issue a citation to the property owner (warning for first offense), tenants, and participants. Persons receiving the citations may pay the penalty or elect to stand trial for the violation. If an owner elects to stand trial, it is a defense to a citation if the owner did not authorize or participate in the gathering and has taken action to re-gain possession of the property.

The County State’s Attorney may prosecute violations in the same manner as criminal violations. If the District Court finds that a person has violated the law, the fine may not exceed \$500 for a first offense and \$1,000 for a second offense. The Court may also order the person to serve 20 hours of community service. It is not clear whether a criminal conviction will appear on a person’s record, but it appears that it might.

If this law is adopted, County and State law enforcement would be able to issue citations for violations. This could be helpful if law enforcement arrives at an unruly gathering before Code Enforcement arrives. The City could continue to issue violations of its ordinance, but it would generally not want for the City and law enforcement to issue citations to the same individuals for the same incident. The law states that it may not be construed to preempt or prevail over any ordinance, resolution, law, or rule that is more stringent. As a result, any portion of the City’s unruly gatherings law that is the same as or more stringent than the State law would continue in effect. One exception however is that the unruly social gathering of eight persons under City law would be pre-empted under the State law to three persons (if enacted in current form).

The City Council may wish to discuss supporting the legislation with the following changes:

1. Increasing the number of people required from three to more than eight.
2. Establishing criteria for when a violation could be prosecuted as a criminal offense or removing it from the criminal code.

Fiscal Impact: None

Council Options:

1. Support the legislation with amendments.
2. Support the legislation without amendments.
3. Oppose the legislation.
4. Take no action on the legislation at this time.

Staff Recommendation:

Option 1.

Recommended Motion:

I move that the Council support SB 209 with amendments that increase the number of people to eight and that provide guidelines for when violations could be prosecuted under criminal law, and to convey the City's position to the Senate Judicial Proceedings Committee and other relevant parties.

Attachments: SB 209 – Criminal Law – Unruly Social Gatherings – Civil Penalties

SENATE BILL 209

E1, E2

0lr1564
CF 0lr2557

By: **Senator West**

Introduced and read first time: January 16, 2020

Assigned to: Judicial Proceedings

A BILL ENTITLED

1 AN ACT concerning

2 **Criminal Law – Unruly Social Gatherings – Civil Penalties**

3 FOR the purpose of prohibiting a person responsible for a premises from conducting,
4 causing, permitting, or aiding an unruly social gathering; authorizing certain law
5 enforcement officers to issue a citation for certain violations of this Act; specifying
6 who may be issued a citation for certain violations; requiring a citation to include
7 certain information; authorizing a person issued a citation to stand trial if certain
8 notice is filed with the District Court at a certain time; requiring a District Court to
9 schedule certain cases for trial and notify certain defendants; providing a certain
10 defense; providing an exception to a certain defense; requiring the District Court to
11 remit certain penalties collected for a violation of this Act to the county in which the
12 violation occurred; requiring citations to be sent to certain individuals; authorizing
13 a State’s Attorney for any county to prosecute a violation of this Act in a certain
14 manner; providing certain penalties for a violation of this Act; authorizing the
15 District Court to order a person to serve a certain number of hours of community
16 service; providing that this Act may not be construed to preempt or prevail over any
17 ordinance, resolution, law, or rule more stringent than this Act; defining certain
18 terms; and generally relating to unruly social gatherings.

19 BY adding to

20 Article – Criminal Law

21 Section 10–801 through 10–805 to be under the new subtitle “Subtitle 8. Unruly
22 Social Gatherings”

23 Annotated Code of Maryland

24 (2012 Replacement Volume and 2019 Supplement)

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

27 **Article – Criminal Law**

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 **(3) “OWNER” DOES NOT INCLUDE THE HOLDER OF A TAX SALE**
2 **CERTIFICATE UNTIL A JUDGMENT FORECLOSING ALL RIGHTS OF REDEMPTION HAS**
3 **BEEN ENTERED.**

4 **(H) “PARENT” MEANS ANY NATURAL PARENT, ADOPTIVE PARENT,**
5 **STEPPARENT, OR FOSTER PARENT.**

6 **(I) “PERSON RESPONSIBLE” MEANS THE OWNER, OPERATOR, TENANT, OR**
7 **OCCUPANT OF OR THE HOLDER OF ANY POSSESSORY INTEREST IN THOSE PREMISES,**
8 **WHETHER ALONE OR JOINTLY WITH ANY OTHER PERSON.**

9 **(J) “PREMISES” MEANS ALL OR ANY PART OF ANY PRIVATELY OWNED**
10 **RESIDENCE, BUILDING, OR OTHER STRUCTURE, INCLUDING THE CURTILAGE OF A**
11 **PRIVATELY OWNED RESIDENCE THAT CONTAINS FEWER THAN SEVEN DWELLING**
12 **UNITS.**

13 **(K) “TENANT” MEANS ANY TENANT OR LESSEE, WHETHER UNDER A**
14 **WRITTEN OR ORAL LEASE.**

15 **(L) “UNDERAGE PERSON” MEANS ANY INDIVIDUAL WHO IS UNDER THE AGE**
16 **OF 21 YEARS.**

17 **(M) (1) “UNRULY SOCIAL GATHERING” MEANS A PARTY OR GATHERING**
18 **OF THREE OR MORE INDIVIDUALS ON OR IN ANY PREMISES AT WHICH:**

19 **(I) ALCOHOLIC BEVERAGES ARE CONSUMED BY, FURNISHED**
20 **TO, OR POSSESSED BY ANY UNDERAGE PERSON IN VIOLATION OF § 10–114 OF THIS**
21 **TITLE; OR**

22 **(II) THE CONDUCT CREATES A DISTURBANCE OF THE PEACEFUL**
23 **ENJOYMENT BY OTHERS OF PRIVATE OR PUBLIC PROPERTY, INCLUDING:**

24 **1. NOISE IN EXCESS OF ANY NOISE CONTROL**
25 **ORDINANCE, RULE, OR REGULATION ADOPTED IN ACCORDANCE WITH § 3–105 OF**
26 **THE ENVIRONMENT ARTICLE OR BY A POLITICAL SUBDIVISION HAVING AUTHORITY**
27 **OVER THE PREMISES;**

28 **2. OBSTRUCTION OF PUBLIC RIGHTS–OF–WAY;**

29 **3. THE PRESENCE OF UNRULY CROWDS;**

30 **4. PUBLIC DRUNKENNESS;**

1 5. ASSAULT, BATTERY, OR OTHER DISORDERLY
2 CONDUCT THAT DISTURBS THE PUBLIC PEACE;

3 6. VANDALISM OF PUBLIC OR PRIVATE PROPERTY;

4 7. LITTERING; OR

5 8. ANY OTHER CONDUCT THAT CONSTITUTES A THREAT
6 TO THE PUBLIC HEALTH, SAFETY, OR GENERAL WELFARE.

7 (2) “UNRULY SOCIAL GATHERING” DOES NOT INCLUDE A PARTY OR
8 GATHERING OF THREE OR MORE INDIVIDUALS ON OR IN ANY PREMISES AT WHICH
9 ALCOHOLIC BEVERAGES ARE CONSUMED BY, FURNISHED TO, OR POSSESSED BY ANY
10 UNDERAGE PERSON IF THE PERSON FURNISHING THE ALCOHOLIC BEVERAGE AND
11 THE INDIVIDUAL TO WHOM THE ALCOHOLIC BEVERAGE IS FURNISHED:

12 (I) ARE MEMBERS OF THE SAME IMMEDIATE FAMILY; OR

13 (II) ARE PARTICIPANTS IN A RELIGIOUS CEREMONY.

14 **10-802.**

15 NOTHING IN THIS SUBTITLE PROHIBITS A LAW ENFORCEMENT OFFICER FROM
16 ISSUING A CRIMINAL CITATION OR OTHER CIVIL CITATION UNDER STATE OR LOCAL
17 LAW FOR VIOLATIONS ARISING OUT OF THE SAME CIRCUMSTANCES AS A VIOLATION
18 OF THIS SUBTITLE.

19 **10-803.**

20 (A) A PERSON RESPONSIBLE FOR A PREMISES MAY NOT CONDUCT, CAUSE,
21 PERMIT, OR AID IN THE MAINTAINING OF ANY UNRULY SOCIAL GATHERING ON OR IN
22 THOSE PREMISES.

23 (B) EXCEPT AS PROVIDED IN § 10-804(B) OF THIS SUBTITLE, A PERSON
24 RESPONSIBLE FOR A PREMISES WHERE A VIOLATION OF THIS SUBTITLE OCCURRED
25 REMAINS LIABLE FOR A VIOLATION OF THIS SECTION EVEN IF THAT PERSON WAS
26 NOT PRESENT DURING THE NUISANCE ACTIVITY OR THE SOCIAL EVENT.

27 (C) AN OWNER OR OPERATOR OF THE PREMISES REMAINS LIABLE FOR A
28 VIOLATION OF THIS SUBTITLE REGARDLESS OF ANY CONTRACT OR AGREEMENT
29 WITH ANY THIRD PARTY REGARDING THE PREMISES.

1 **(D) IF THE PERSON RESPONSIBLE FOR THE PREMISES ON OR IN WHICH AN**
2 **UNRULY SOCIAL GATHERING OCCURS IS A MINOR, THE MINOR AND THE PARENTS OR**
3 **LEGAL GUARDIANS OF THE MINOR ARE JOINTLY AND SEVERALLY LIABLE FOR THE**
4 **PENALTIES IMPOSED BY THIS SUBTITLE.**

5 **10-804.**

6 **(A) A LAW ENFORCEMENT OFFICER MAY ISSUE A CITATION UNDER THIS**
7 **SUBTITLE.**

8 **(B) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION, A**
9 **CITATION MAY BE ISSUED TO EVERY PERSON WHO IS RESPONSIBLE FOR THE**
10 **PREMISES, INCLUDING A LANDLORD AND TENANTS.**

11 **(2) AN OWNER WHO IS NOT THE OCCUPANT OF THE PREMISES MAY**
12 **NOT BE ISSUED A CITATION FOR A FIRST VIOLATION AT THE PREMISES.**

13 **(C) A CITATION ISSUED UNDER THIS SECTION SHALL INCLUDE:**

14 **(1) THE NAME AND ADDRESS OF THE PERSON CHARGED;**

15 **(2) THE NATURE OF THE VIOLATION;**

16 **(3) THE LOCATION AND TIME OF THE VIOLATION;**

17 **(4) THE AMOUNT OF THE CIVIL PENALTY;**

18 **(5) THE MANNER, LOCATION, AND TIME IN WHICH THE CIVIL PENALTY**
19 **MAY BE PAID;**

20 **(6) A NOTICE STATING THE PERSON'S RIGHT TO ELECT TO STAND**
21 **TRIAL FOR THE VIOLATION; AND**

22 **(7) A WARNING THAT FAILURE TO PAY THE CIVIL PENALTY OR TO**
23 **CONTEST LIABILITY IN A TIMELY MANNER IN ACCORDANCE WITH THE CITATION:**

24 **(I) IS AN ADMISSION OF LIABILITY; AND**

25 **(II) MAY RESULT IN ENTRY OF A DEFAULT JUDGMENT THAT MAY**
26 **INCLUDE THE CIVIL PENALTY, COURT COSTS, AND ADMINISTRATIVE EXPENSES.**

27 **(D) A PERSON ISSUED A CITATION UNDER THIS SECTION MAY REQUEST A**
28 **TRIAL FOR THE VIOLATION BY FILING A NOTICE OF INTENTION TO STAND TRIAL**

1 WITH THE DISTRICT COURT IN THE JURISDICTION WHERE THE CITATION WAS
2 ISSUED AT LEAST 5 DAYS BEFORE THE DATE SET IN THE CITATION FOR THE
3 PAYMENT OF THE CIVIL PENALTY.

4 (E) AFTER RECEIVING A CITATION AND NOTICE UNDER THIS SECTION, THE
5 DISTRICT COURT SHALL SCHEDULE THE CITATION FOR TRIAL AND NOTIFY THE
6 DEFENDANT OF THE TRIAL DATE.

7 (F) (1) IT IS A DEFENSE TO A CITATION UNDER THE SECTION THAT:

8 (I) THE DEFENDANT DID NOT AUTHORIZE, KNOW IN ADVANCE
9 OF, OR PARTICIPATE IN THE UNRULY SOCIAL GATHERING; AND

10 (II) THE DEFENDANT HAS REGAINED POSSESSION OF THE
11 PREMISES OR TAKEN ACTION TO REGAIN POSSESSION OF THE LEASED PREMISES.

12 (2) AFTER A FOURTH CITATION IS ISSUED TO A PERSON FOR A
13 VIOLATION OCCURRING AT THE SAME PREMISES WITHIN A 1-YEAR PERIOD UNDER
14 THIS SECTION, THE DEFENSE PROVIDED UNDER THIS SUBSECTION MAY NOT BE
15 USED AS A DEFENSE IN A PROCEEDING FOR A VIOLATION OF THIS SECTION.

16 (G) THE DISTRICT COURT SHALL REMIT ANY PENALTIES COLLECTED FOR A
17 VIOLATION OF THIS SUBTITLE TO THE COUNTY IN WHICH THE VIOLATION
18 OCCURRED.

19 (H) EACH CITATION ISSUED UNDER THIS SUBTITLE SHALL BE SENT TO THE
20 PERSON LISTED ON THE LAND RECORDS AS THE OWNER OF THE PREMISES.

21 (I) (1) THE STATE'S ATTORNEY FOR ANY COUNTY MAY PROSECUTE A
22 VIOLATION OF THIS SUBTITLE IN THE SAME MANNER AS A PROSECUTION OF A
23 VIOLATION OF THE CRIMINAL LAWS OF THE STATE.

24 (2) IN A CASE PROSECUTING A PERSON FOR A VIOLATION OF THIS
25 SUBTITLE, THE STATE'S ATTORNEY MAY:

26 (I) ENTER A NOLLE PROSEQUI OR PLACE THE CASE ON THE
27 STET DOCKET; AND

28 (II) EXERCISE AUTHORITY IN THE SAME MANNER AS
29 PRESCRIBED BY LAW FOR VIOLATION OF THE CRIMINAL LAWS OF THE STATE.

30 10-805.

1 **(A) (1) IF THE DISTRICT COURT FINDS THAT A PERSON HAS COMMITTED**
2 **A VIOLATION OF THIS SUBTITLE, THE COURT SHALL REQUIRE THE PERSON TO PAY:**

3 **(I) FOR A FIRST VIOLATION, A FINE NOT EXCEEDING \$500; OR**

4 **(II) FOR A SECOND OR SUBSEQUENT VIOLATION, A FINE NOT**
5 **EXCEEDING \$1,000.**

6 **(2) IF THE DISTRICT COURT FINDS THAT A PERSON HAS VIOLATED**
7 **THIS SUBTITLE, THE COURT MAY ORDER THE PERSON TO SERVE 20 HOURS OF**
8 **COMMUNITY SERVICE.**

9 **(B) THE CHIEF JUDGE OF THE DISTRICT COURT SHALL ESTABLISH A**
10 **SCHEDULE FOR THE PREPAYMENT OF FINES FOR A CODE VIOLATION UNDER THIS**
11 **SUBTITLE.**

12 SECTION 2. AND BE IT FURTHER ENACTED, That this Act may not be construed
13 to preempt or prevail over any ordinance, resolution, law, or rule more stringent than this
14 Act.

15 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect
16 October 1, 2020.

20-0-01

Adoption
Bulk and Special Trash



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

AGENDA ITEM 20-O-01

Prepared By: Scott Somers, City Manager
Robert Marsili, Public Works Director

Meeting Date: January 28, 2020

Presented By: Scott Somers, City Manager
Robert Marsili, Public Works Director

Originating Department: City Manager's Office

Action Requested: Hold a public hearing and consider adoption of Ordinance 20-O-01 regarding changes to Special Trash Collections

Strategic Plan Goal: Goal 2: Environmental Sustainability; Goal 6: Excellent Services

Background/Justification:

As a result of on-going discussions and presentations on Special Trash, and results of the meetings where Council introduced Ordinance 19-O-14 on October 22, 2019 and conducted the public hearing on November 6, 2019, staff conducted further review of the language in the ordinance. A new ordinance, 20-O-01 with respect to the collection of Special Trash, was introduced on January 14th with an effective date of May 1, 2020.

This ordinance includes the following provisions:

1. No Contractor-generated construction materials will be collected
2. Small home-improvement material generated by the resident that is set out in the manner required will be collected
3. Soft and Woody Yard Waste that is set out in the manner required will be collected
4. Soft and Woody Yard Waste that is oversized and requires the use of a crane will be charged at a cost of \$100 per pick up, per hour.
5. Certain materials set out for pick up will require a fee. These include:
 - a. Appliances - stoves, refrigerators, washers, dryers, dishwashers, dehumidifiers, furnaces, water heaters, grills, etc. - \$20 per item
 - b. Televisions and monitors - \$20 per item
 - c. Tires - \$4 per tire
6. Oversized, overweight, improperly sorted material, or pick-ups requiring use of a crane will be assessed a fee of \$100 per pick up, per hour. The City reserves the right to deny material pick up per discretion of Public Works Director.
7. Recycling Carts: The City will provide additional recycling carts at no charge

Decision Point:

8. Refuse Carts: The ordinance is written with two options regarding how many refuse carts the City will provide for free: one or two? Council is asked to decide on this at the time of adoption. Each additional refuse cart will be assessed at \$50 per year.

Additional provisions that are included:

- Collection fees must be paid in advance.
- Material must be placed in organized and safe manner separated into like materials. Materials improperly set out will not be collected.
- Residents may continue to drop off bulky refuse items at Public Works during clean-up events.
- Only mattresses wrapped in plastic or placed in a plastic mattress bag will be collected.

- The 25-log maximum will not apply to debris from branches or trees falling onto abutting property, if abutting property owner places at curb properly bundled
- Prohibition against placing special trash for collection at a property that did not generate it

These changes contribute to the City's sustainability efforts by encouraging residents to recycle and to reuse or donate items that are no longer used. City residents can also bring items for free to City clean-up events or to the Prince George's County landfill for disposal.

Fiscal Impact:

Fiscal impact will depend on Council direction. Removal of special trash items under the current program has a cost impact to City taxpayers. Any new fees would help to offset costs and improve the current inequitable system that allows and encourages overuse of an unlimited City service by certain residents.

Council Options:

1. Hold a public hearing and consider adoption of Ordinance 20-O-01 with a start date of May 1, 2020.
2. Hold a public hearing and consider adoption of Ordinance 20-O-01, with amendments.
3. Do not take any action at this time.

Staff Recommendation:

Option #1

Recommended Motion:

I move to adopt Ordinance 20-O-01 as drafted with a start date of May 1, 2020.

Attachments:

1. Ordinance 20-O-01

ORDINANCE
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK,
AMENDING CITY CODE CHAPTER 119, "REFUSE, YARD WASTE, SOLID
WASTE AND SPECIAL TRASH" BY CHANGING THE NAME OF THE
CHAPTER; REPEALING AND RE-ENACTING §119-1, "ADOPTION OF
REGULATIONS", §119-3 "DUTIES OF OWNERS AND OCCUPANTS", § 119-4
"MATERIALS ACCEPTABLE FOR COLLECTION", §119-5
"RESPONSIBILITIES OF CITY", §119-6, "SPECIAL TRASH", §119-7,
"SAFEGUARDS FOR COLLECTORS", §119-8, "TIPS AND GRATUITIES", §119-9,
"RATES", §119-10, "REFUSE CARTS AND RECYCLING CONTAINERS", AND
§119-11, "CLEAN UP MONTH", AND BY DELETING §119-12, "USED MOTOR
OIL RECYCLING" AND RENUMBERING §119-13, "VIOLATIONS AND
PENALTIES"; AMENDING CHAPTER 161, "RECYCLING", BY CHANGING
THE NAME OF THE CHAPTER; REPEALING AND RE-ENACTING §161-2
"DEFINITIONS" AND §161-3, "DUTIES OF OWNERS AND OCCUPANTS
RECEIVING CITY SOLID WASTE COLLECTION SERVICES", AND ENACTING
§161-9, "RECYCLING AND YARD WASTE CARTS"; AND AMENDING CHAPTER
110, "FEES AND PENALTIES", BY REPEALING AND RE-ENACTING §110-1, "FEES
AND INTERESTS" AND §110-2, "PENALTIES", TO CHANGE HOW SPECIAL
TRASH IS COLLECTED, TO PROHIBIT PLACEMENT OF MATERIALS AT
PROPERTIES THAT DID NOT GENERATE THE MATERIALS, TO SET FEES
FOR COLLECTION AND FEES FOR REFUSE, RECYCLING AND YARD WASTE
RECEPTACLES, AND PENALTIES FOR VIOLATIONS, AND TO
CONSOLIDATE RECYCLING PROVISIONS INTO CHAPTER 161

WHEREAS, §5-202 of the Local Government Article of the Annotated Code of Maryland provides that the Mayor and Council of the City of College Park have the authority to pass such ordinances as it deems necessary to preserve peace and good order, and to protect the health, comfort and convenience of the residents of the municipality; and

WHEREAS, the City Charter, Article VII, "Powers and Duties of Mayor and Council", §C7-9, "Refuse collection and disposal service", authorizes the Mayor and Council to pass such ordinances as may be necessary to provide for the establishment and maintenance of a refuse collection and disposal service; and

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

WHEREAS, the Mayor and Council adopted Chapter 119, “Refuse, Yard Waste, Solid Waste and Special Trash”, to establish and maintain a refuse collection and disposal service; and

WHEREAS, the Mayor and Council determined that it is in the public interest to amend Chapters 119 and 161 of the City Code to change how special trash is collected, to prohibit placement of materials at properties that did not generate the materials, to set fees for collection and fees for refuse, recycling and yard waste receptacles, and penalties for violations, and to consolidate recycling provisions into chapter 161.

Section 1. **NOW THEREFORE, BE IT ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, that the title of Chapter 119, “Refuse, Solid Waste, Yard Waste and Special Trash” of the Code of the City of College Park be, and hereby is, amended to read as follows:

Chapter 119

Refuse, Solid Waste, [~~Yard Waste~~] and Special Trash

Section 2. **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that Chapter 119, §119-3 “Duties of owners and occupants”, be and it is hereby repealed, reenacted and amended to read as follows:

§119-1, “Adoption of regulations” be and it is hereby repealed, re-enacted and amended to read as follows:

§ 119-1 [~~Adoption of regulations.~~] SCOPE

The ~~[following regulations have been adopted by the City Council governing the collection of refuse in the incorporated City of College Park]~~ COLLECTION OF REFUSE, YARD WASTE, RECYCLING, SOLID WASTE, AND SPECIAL TRASH IN THE CITY IS GOVERNED BY THE PROVISIONS OF THIS CHAPTER. COLLECTION OF RECYCLING AND YARD WASTE IS ALSO GOVERNED BY THE PROVISIONS OF CHAPTER 163, "RECYCLING", AS AMENDED.

Section 3. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-3 "Duties of owners and occupants", be and it is hereby repealed, reenacted and amended to read as follows:

§ 119-3 Duties of owners and occupants.

A. It shall be the duty of every owner or occupant of each private residence, apartment house, commercial establishment and any other place of business or residence using the refuse cart and recycling ~~[container]~~ CART system for garbage collection and recycling to comply with the APPLICABLE provisions of ~~[these regulations]~~ THIS CHAPTER AND CHAPTER 161.

B. All refuse carts ~~[and recycling containers]~~ shall be placed at the curb prior to 7:00 a.m. on scheduled refuse collection days. ~~[C]~~REFUSE Carts ~~[and recycling containers]~~ shall be placed, where possible, only on the grass adjacent to the curb. Carts ~~[and recycling containers]~~ shall be removed from the curb prior to 12:00 midnight on refuse collection day. CARTS SHALL BE STORED ON EACH PROPERTY IN THE REAR OR SIDE YARD.. Households with no one physically able to place carts at the curb and to remove them may request exemption from these requirements by presenting to the City a statement, in a form satisfactory to the City, that no person physically capable of moving the refuse cart to and from the curb resides on the premises.

C. All normal household refuse shall be placed in refuse carts ~~[, except that, should the volume of household refuse exceed the capacity of the cart, household refuse shall be placed in disposable containers beside the cart].~~

D. The placement in the refuse carts of rocks, sod, dirt, sand, vehicle parts, concrete or other construction materials, ROOF SHINGLES, yard waste, recyclable MATERIALS SUCH AS newspapers, glass, aluminum cans, plastic CONTAINERS, ~~[jars and jugs]~~ and

mixed paper, ~~which includes~~ INCLUDING WITHOUT LIMITATION junk mail, telephone books, computer paper, cardboard, magazines or books, AND SPECIAL TRASH is prohibited. Hazardous or flammable materials ~~[such as paints, oils, solvents and gasoline, as an example,]~~ shall not be placed in ANY CITY refuse, RECYCLING OR YARD WASTE carts ~~[or recyclable containers]~~. In addition to ~~the~~ ANY OTHER APPLICABLE penalties ~~[for violation of the provision]~~, any person violating this provision shall be deemed responsible for RESULTING damage or injury to collection crew members or the refuse, ~~[carts]~~ YARD WASTE or recycling CARTS ~~[containers]~~.

E. Refuse carts will be kept clean by the user.

~~[F. Grass and flower clippings, shall be placed in disposable bags approved by the City, adjacent to the curb. Bagged clippings shall be free of rocks, soil, tree limbs and other debris and weigh not more than 75 pounds.]~~

~~G. Tree limbs, branches, and shrubs shall be packed in bundles not more than [five] feet in length and weighing not more than 75 pounds and placed adjacent to the curb. Bundled items may be tied with rope, twine or string or contained in paper bags or Bundled items tied with wire will not be accepted.~~

~~H. Leaves shall be placed at the curb during posted collection periods. Leaf piles shall be placed away from cars and storm drains and be free of rocks, wires, and solid waste.]~~

Section 4. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-4, “Materials acceptable for collection”, be and it is hereby repealed, re-enacted and amended to read as follows:

§ 119-4 Materials acceptable for collection. THE FOLLOWING ARE ACCEPTABLE FOR COLLECTION AS AUTHORIZED IN THIS CHAPTER.

A. REGULAR TRASH. Accumulations from the ordinary conduct of the household of the following materials will be acceptable for REGULAR TRASH collection:

1. Garbage (food wastes).
2. Trash and other LEGALLY PERMISSIBLE refuse GENERATED AT THE PROPERTY, NOT EXCEEDING 75 LBS., ~~(all refuse, other than garbage, which has been produced by the normal operation of a household)~~ THAT CAN BE REDUCED IN SIZE TO FIT INTO AND NOT DAMAGE THE REFUSE

CART, SO LONG AS THE CART LID CAN REMAIN FULLY CLOSED, except for those items listed in § 119-3D. ~~and~~

- 3. Domestic animal waste in plastic containers with lime in accordance with Prince George's County Health Department regulations.
- 4. ~~Yard waste placed as required by § 119-3.~~

B. BULKY TRASH. RESIDENTIAL WASTE THAT IS TOO LARGE OR NUMEROUS TO BE ACCEPTED DURING REGULARLY SCHEDULED TRASH COLLECTION AND IS NOT CLASSIFIED AS SPECIAL TRASH OR OVERWEIGHT, OVERSIZED OR IMPROPERLY SORTED. BULKY TRASH INCLUDES HOUSEHOLD ITEMS, FURNITURE, LAMPS, DIVANS, CHAIRS, AND MATTRESSES (ONLY IF WRAPPED IN PLASTIC OR PLACED IN A PLASTIC MATTRESS BAG). BULKY TRASH DOES NOT INCLUDE CONSTRUCTION AND DEMOLITION DEBRIS, EXCEPT HOME IMPROVEMENT MATERIALS GENERATED ONLY BY THE OCCUPANT.

C. SPECIAL TRASH. ELECTRONICS CONTAINING CRT; TELEVISIONS , MONITORS; AIR CONDITIONERS; APPLIANCES SUCH AS REFRIGERATORS AND FREEZERS (WHICH MUST HAVE DOORS REMOVED OR SECURED IN A MANNER THAT PROHIBITS THEM FROM CLOSING), STOVES, WASHERS, DRYERS, DISHWASHERS, DEHUMIDIFIERS, FURNACES, WATER HEATERS, COMPACTORS, GARBAGE DISPOSALS, MICROWAVES, OVENS, ITEMS CONTAINING FREON, R-12 OR ANY OTHER REFRIGERANT; GRILLS; AND TIRES WITHOUT RIM OR WHEEL.

D. OVERWEIGHT OVERSIZED AND IMPROPERLY SORTED ITEMS. OVERWEIGHT, OVERSIZED OR IMPROPERLY SORTED ITEMS THAT REQUIRE SPECIALIZED EQUIPMENT TO COLLECT UPON PAYMENT OF A FEE.

Section 5. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-5, "Responsibilities of City" be and it is hereby repealed, re-enacted and amended to read as follows:

§ 119-5 Responsibilities of City.

~~[A. Carts will be provided by the City at no cost. Replacement carts will be provided by the City at no cost if the need for the replacement was not caused by owner abuse. Carts or container which are destroyed or become unusable in the sole judgment of the Public Works~~

~~Director, as a result of the acts or negligence of the user, shall be required to be replaced, and the user shall pay for the cost of replacement of the cart or container.~~

~~B.]~~ In accordance with the schedule established by the Department of Public Works ~~[and approved by]~~ AFTER NOTIFICATION TO the Mayor and Council, City refuse collectors will empty all refuse carts which have been placed on the curb by 7:00 a.m. and will return them to the curb. Residents may inquire about said schedule by contacting the Department of Public Works. Where households are exempt from the requirements to place carts at the curb, collectors will bring the carts from behind the house, empty them and return them to their behind-the-house locations.

~~[C. Yard waste. In accordance with the schedule established by the Department of Public Works [and approved by] the Mayor and Council, collectors will pick up yard waste placed adjacent to the curb, as follows:~~

- ~~(1) Grass and flower clippings shall be placed in disposable bags approved by the City. Bagged clippings shall be free of rocks, soil, tree limbs and other debris and weigh not more than 75 pounds.~~
- ~~(2) Tree limbs, branches, and shrubs packed in bundles not more than five feet in length and weighing not more than 75 pounds. Bundled items may be tied with rope, twine or string, or contained in paper bags or cardboard boxes. Bundled items tied with wire will not be accepted. The City preserves the right to chip all brush on site or remove it for processing.~~
- ~~(3) Leaves shall be placed at the curb during posted collection periods. Leaf piles shall be placed away from cars and storm drains and be free of rocks, wires, and solid waste.]~~

Section 6. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-6, “Special trash” be and it is hereby repealed, re-enacted and amended to read as follows:

§ 119-6 COLLECTION OF BULKY TRASH, Special trash AND OVERWEIGHT, OVERSIZED OR IMPROPERLY SORTED ITEMS.

A. BULKY TRASH, Special trash AND OVERSIZED AND OVERWEIGHT ITEMS~~[-as described in Subsection B of this section,]~~ will be collected only BY APPOINTMENT, PAYMENT OF ANY REQUIRED FEE, AND ONLY if ~~[it is]~~ placed at the curb by 7:00 a.m. in a manner which, in the sole judgment of the City, permits safe handling by the collection crew without damaging collection equipment. ~~[Household items such as furniture, divans, chairs, and bedding shall be collected [on scheduled refuse collection days or by appointment.]~~

B. ~~[Special trash shall include household items such as appliances which cannot be dismantled, including dishwashers, clothes washers and dryers, stoves and hot water heaters. The City will also collect installed equipment such as radiators, boilers, furnaces, kitchen sinks, bathroom basins, commodes, tubs and vehicle parts.]~~ THE CITY MUST BE NOTIFIED OF THE TYPE AND NUMBER OF ITEMS WHEN A COLLECTION IS SCHEDULED. ALL ITEMS MUST BE SET OUT NEATLY AND SEPARATED BY TYPE FOR COLLECTION. BULKY TRASH WILL BE COLLECTED UP TO FOUR TIMES IN A CALENDAR YEAR FROM ANY ONE PROPERTY.

C. ~~[Air conditioners, heat pumps, tires and refrigerators will be collected as special trash, by appointment, at a cost to the resident established by the Mayor and Council in Chapter 110 of this Code.]~~ A SEPARATE FEE AS ESTABLISHED IN CHAPTER 110 WILL BE CHARGED FOR ITEMS OF SPECIAL TRASH TO BE COLLECTED. D. A SEPARATE FEE AS ESTABLISHED IN CHAPTER 110 WILL BE CHARGED FOR EACH DISPATCH OF EQUIPMENT FOR OVERWEIGHT, OVERSIZED OR IMPROPERLY SORTED MATERIALS TO BE COLLECTED.

E. ~~[The City will collect building materials, or waste by appointment. The City will not collect roofing shingles].~~
CONSTRUCTION/DEMOLITION MATERIAL GENERATED BY ANY CONTRACTOR OR PERSON RECEIVING A FEE TO PERFORM A CONSTRUCTION/DEMOLITION PROJECT MAY NOT BE PLACED FOR COLLECTION BY THE CITY. THE OWNER AND OCCUPANT WILL BE REQUIRED TO PROPERLY MANAGE THE WASTE MATERIAL AND DEBRIS GENERATED AS A RESULT OF SUCH A PROJECT AND ARRANGE FOR ITS PROPER DISPOSAL.

F. PLACEMENT OF MATERIAL FOR COLLECTION AT A PROPERTY OTHER THAN THE PROPERTY THAT GENERATED THE MATERIAL IS PROHIBITED.

Section 7. **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that Chapter 119, §119-7, “Safeguards for collectors” be and it is hereby repealed, re-enacted and amended to read as follows:

§119-7 Safeguards for collectors.

A. All dogs or other animals that might interfere with collectors shall be confined on collection days.

B. Hazardous materials such as ~~[oil, paint, poison, caustics, explosives and pressurized tanks]~~ ACID, CAR BATTERIES OR ALKALINE HOUSEHOLD BATTERIES; ROOF SHINGLES, AMMUNITION; AUTOMOTIVE FLUIDS AND FUELS; CAUSTICS; CLEANING AGENTS; COOKING OIL; DRIVEWAY SEALERS; FIRE EXTINGUISHERS; FLUORESCENT LIGHT BULBS OR TUBES; INSECTICIDES, HERBICIDES AND FERTILIZERS; liquid latex and OIL-BASED PAINTS; PHOTOGRAPHIC CHEMICALS; POISONS; PRESSURIZED TANKS (PROPANE, HELIUM, ETC.); SMOKE DETECTORS; SOLVENTS, VARNISHES AND STAINS; AND SWIMMING POOL CHEMICALS are not acceptable AND MAY NOT BE PLACED for collection.

C. Any potentially dangerous materials ~~[, if not placed in the cart,]~~ should have sharp points removed or bent down, or be placed in disposable containers clearly labeled to indicate the hazard to the collector.

Section 8. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-8, “Tips and gratuities” be and it is hereby repealed, re-enacted and amended to read as follows:

119-8 Tips and gratuities.

Tips and gratuities shall not be offered to City employees ~~[to perform special services].~~

Section 9. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-9, “Rates” be and it is hereby repealed, re-enacted and amended to read as follows:

§ 119-9 Rates.

All fees for refuse collection will be payable annually in advance beginning July 1 each year and are as set forth in Chapter 110, Fees and Penalties. A prorated refund will be made upon 30 days' notice to discontinue service. New service will be prorated for the remainder of the year. ALL FEES FOR SPECIAL TRASH, AND OVERWEIGHT OR OVERSIZE ITEM COLLECTION SHALL BE PAID IN ADVANCE OF COLLECTION.

Deleted: .

Section 10. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-10, “Refuse carts and recycling containers” be and it is hereby repealed, re-enacted, renamed and amended to read as follows:

§119-10 Refuse carts [and recycling containers].

[Each single family residence will be provided with one refuse cart and recycling container at no cost.] THE CITY WILL PROVIDE **UP TO TWO REFUSE CARTS TO EACH SINGLE FAMILY RESIDENCE AT NO COST**. ADDITIONAL REFUSE CARTS WILL BE PROVIDED AT THE ANNUAL COST SET OUT IN CHAPTER 110.

Commented [SMF1]: Option #1

THE CITY WILL PROVIDE **ONE REFUSE CART TO EACH SINGLE-FAMILY RESIDENCE AT NO COST**, AND ONE ADDITIONAL REFUSE CART UPON REQUEST AT THE ANNUAL COST SET OUT IN CHAPTER 110.

Commented [SMF2]: Option #2

Apartment units and commercial establishments under contract for refuse collection by THE City will be provided refuse carts and recycling CARTS [containers] as needed. The number of carts [and containers] needed will be determined by the City. REPLACEMENT REFUSE CARTS WILL BE PROVIDED BY THE CITY AT NO COST IF THE NEED FOR THE REPLACEMENT WAS NOT CAUSED BY OWNER/OCCUPANT ABUSE. REFUSE CARTS WHICH ARE DESTROYED OR BECOME UNUSABLE, IN THE SOLE JUDGMENT OF THE PUBLIC WORKS DIRECTOR, AS A RESULT OF THE ACTS OR NEGLIGENCE OF THE USER, SHALL BE REQUIRED TO BE REPLACED, AND THE USER SHALL PAY FOR THE COST OF REPLACEMENT OF THE CART. THE CHARGE FOR ADDITIONAL OR REPLACEMENT REFUSE CARTS IS SET OUT IN CHAPTER 110.

Section 11. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-11, “Cleanup month” be and it is hereby repealed, re-enacted and amended to read as follows:

§ 119-11 Cleanup [month] EVENTS.

A. Annually, the [Mayor and Council] CITY MANAGER will designate one OR MORE [month]DAY(S) as cleanup [month]EVENTS. The Public Works facility will be open during A DESIGNATED SATURDAY(S) [that month on Saturdays] for residents of College Park only to drop off household refuse. Use of the facility by nonresidents or commercial or industrial entities, regardless of residency, is prohibited.

B. Only nonhazardous material may be dropped off at the site. Hazardous waste, as identified in § 119-7B, will not be accepted, EXCEPT AS AUTHORIZED BY THE CITY.

Section 12. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-12, “Used motor oil recycling” be and it is hereby repealed as follows:

~~[§ 119-12 **Used motor oil recycling.** A receptacle for recycling used motor oil only is provided year round at the Public Works facility and is available at all times. Oil shall be deposited in accordance with directions posted at the facility by the City.]~~

Section 13. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, §119-13, “Violations and penalties”, be and is hereby renumbered as §119-12.

Section 14. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that the title of Chapter 161, “Recycling” of the Code of the City of College Park be, and hereby is, amended to read as follows:

Chapter 161

Recycling AND YARD WASTE

Section 15. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 161, §161-2, “Definitions” be and it is hereby repealed re-enacted and amended to read as follows:

§ 161-2 Definitions.

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

* * * * *

RECYCLABLE MATERIALS

Materials required to be source separated and placed for collection as required by § 161-3 include:

A. – B. * * * * *

~~[C. Electronics.]~~

~~[D.]~~C. Glass containers.

~~[E.]~~D. Metal, including aluminum, steel, and tin containers and cans, aluminum foil, and aluminum baking pans.

~~[F.]~~E. Mixed paper.

~~[G.]~~F. Newspaper.

~~[H.]~~G. Plastic containers (Nos. 1 through 7).

~~[I. Yard trim.]~~

* * * * *

YARD-~~TRIM~~ WASTE

Organic, vegetative ~~[trim]~~ WASTE typically consisting of leaves, grass AND FLOWER clippings, weeds, thatch, and similar soft vegetative material, AND TREE LIMBS, BRANCHES AND SHRUBS.

* * * * *

Section 16. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 161, §161-3, “Duties of owners and occupants receiving City solid waste services” be and it is hereby repealed re-enacted and amended to read as follows:

§ 161-3 Duties of owners and occupants receiving City solid waste collection services.

A. RECYCLING REQUIRED. All ~~[residents]~~ OCCUPANTS of, and owners of property within, the City who receive solid waste collection services from the City shall source separate recyclable materials from solid waste AND SHALL COMPLY WITH THE PROVISIONS OF THIS CHAPTER.

B. RECYCLABLE MATERIALS

1. RECYCLABLE MATERIALS (except ~~[electronics]~~ SPECIAL TRASH AND BULK TRASH AS DEFINED IN CHAPTER 119; TREE LIMBS, BRANCHES,

SHRUBS and OTHER yard (~~trim~~ WASTE) shall be placed in a City-issued RECYCLING cart. Cardboard shall be flattened and cut to size to fit in the recycling cart SO THAT THE LID CAN BE FULLY CLOSED. Cardboard quantities too large to fit in the cart must be flattened, bundled with string, and placed next to the recycling cart. Recyclable materials shall be placed loose in the recycling cart and not in PLASTIC bags. Containers shall be emptied, rinsed out and free of residue prior to placement in the cart for collection. Residents may request additional carts from the Director of Public Works to contain all routinely accumulating recyclable materials from collections. Filled carts shall not weigh more than 75 pounds.

2. ~~C.~~ All recycling carts shall be placed at the curbside by 7:00 a.m. on scheduled recycling collection days but not more than 24 hours prior to 7:00 a.m. on the scheduled collection day designated for the area in which the property is located. Carts shall be placed, where possible, ~~only on the grass~~ adjacent to the curb. ~~It is advised to keep carts at least three feet apart from each other, utility poles, fences, fire hydrants and other structures.~~ Carts that are blocked by vehicles or other obstructions ~~will~~ MAY not be collected. Carts shall be removed from the curb prior to 12:00 midnight on recycling collection days. Carts shall be stored on each property ~~at~~ IN the rear or side YARD ~~in such a manner as not to be visible from the public right of way in front of the residence~~.
3. ~~D.~~ Premises with no resident physically able to place and remove CARTS ~~bins~~ from the curb may request an exemption from these requirements by filing an annual application with the Director of Public Works.
4. ~~E.~~ Carts shall only be used for collection of recyclable materials and will be kept clean by the resident.
5. ~~F.~~ Residents planning on disposing of electronics must source separate these items from other recyclable materials and solid waste. A SPECIAL TRASH pickup must be scheduled for these items, which shall be placed at the curb on the scheduled day of collection. The City has discretion with respect to which items will be collected for electronics recycling based on market factors.
6. ALL RECYCLABLE MATERIALS SHALL BE PLACED INSIDE THE RECYCLING CART, EXCEPT AS OTHERWISE STATED IN 161-3B. CARTS SHALL NOT WEIGH MORE THAN 75 POUNDS.

C.~~G.~~ YARD WASTE

1. 1. With the exception of leaves placed for CURBSIDE collection during posted collection periods, yard trim, GRASS AND FLOWER CLIPPINGS generated by residents shall be placed in RECYCLABLE paper bags or ~~reusable container as~~ A YARD WASTE CART approved by the City and placed adjacent to the curb on

regularly scheduled collection days. Yard trim shall be free of rocks, soil, tree branches and other solid debris and not weigh more than 75 pounds. PERSONAL OR RESIDENT SUPPLIED ~~[R]~~Reusable containers must display a yellow yard trim decal provided by the City at no charge.

2. ~~[H. Brush, such as branches, limbs, sticks, twigs, and similar woody material, shall be packed in bundles tied with rope, twine or string, or placed in paper bags or reusable containers, and should be no more than five feet in length and not weigh more than 75 pounds. Bundled items tied with wire will not be collected. Tree stumps, trunks and limbs greater than 12 inches in diameter will not be collected.]~~
 ON SCHEDULED COLLECTION DAYS, TREE LIMBS, BRANCHES, AND SHRUBS MAY BE PLACED FOR COLLECTION AND SHALL BE PACKED IN BUNDLES, NOT TO EXCEED 25 IN NUMBER, OR PLACED IN THE YARD WASTE CART AND CUT TO FIT SO THAT THE LID WILL CLOSE. BUNDLES OF WOODY MATERIAL SHALL MEASURE LESS THAN 2' IN DIAMETER AND WEIGH NOT MORE THAN 50 POUNDS. BUNDLED TREE LIMBS, BRANCHES AND STICKS MAY NOT BE MORE THAN FOUR FEET IN LENGTH AND FOUR INCHES IN DIAMETER FOR INDIVIDUAL BRANCHES. BUNDLES SHALL BE PLACED ADJACENT TO THE CURB. BUNDLED ITEMS, INCLUDING SHRUBS, MUST BE TIED WITH BIODEGRADABLE MATERIALS SUCH AS ROPE, TWINE OR STRING, OR CONTAINED IN RECYCLABLE PAPER BAGS. NO MORE THAN 25 BAGS WILL BE COLLECTED AT ONE TIME. BUNDLED ITEMS TIED WITH WIRE WILL NOT BE ACCEPTED. UP TO 25 INDIVIDUAL LOG SECTIONS NOT TO EXCEED 12" IN LENGTH AND DIAMETER AND 50 LB. IN WEIGHT EACH, MAY BE PLACED AT THE CURB.
3. ~~[I.]~~Loose leaves may be placed at the curb during posted CURBSIDE COLLECTION PERIODS. LEAF PILES SHALL BE PLACED AT THE CURB BUT NOT IN THE STREET, away from CARS, storm drains and be free of rocks, wire, vines, or other solid debris. Leaves shall BE PLACED IN RECYCLABLE BAGS OR PLACED IN YARD WASTE CARTS at all other times during non-posted collection periods.

~~[J. All recyclable materials shall be placed inside the recycling cart, except as otherwise stated in this chapter IN 161-3B. [Recyclable materials placed on the ground or in unapproved containers will not be collected by the City. Filled c] Carts shall not weigh more than 75 pounds.]~~

4. THE 25-LOG MAXIMUM DOES NOT APPLY TO THE DEBRIS FROM BRANCHES OR TREES FALLING ONTO ABUTTING PROPERTY, IF ABUTTING PROPERTY OWNER PLACES AT CURB PROPERLY BUNDLED.

Section 17. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 161, §161-9, “Recycling and yard waste carts”

be and it is hereby enacted to read as follows:

§161-9 RECYCLING AND YARD WASTE CARTS

THE CITY WILL PROVIDE ALL REQUIRED RECYCLING CARTS AT NO CHARGE AND WILL PROVIDE YARD WASTE CARTS UPON REQUEST FOR A FEE. REPLACEMENT RECYCLING CARTS WILL BE PROVIDED BY THE CITY AT NO COST IF THE NEED FOR THE REPLACEMENT WAS NOT CAUSED BY OWNER ABUSE. RECYCLING CARTS WHICH ARE DESTROYED OR BECOME UNUSABLE IN THE SOLE JUDGMENT OF THE PUBLIC WORKS DIRECTOR, AS A RESULT OF THE ACTS OR NEGLIGENCE OF THE USER, SHALL BE REQUIRED TO BE REPLACED, AND THE USER SHALL PAY FOR THE COST OF REPLACEMENT OF THE CART. THE CHARGE FOR ADDITIONAL OR REPLACEMENT RECYCLING AND YARD WASTE CARTS IS SET OUT IN CHAPTER 110.

Section 18. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 110 “Fees and Penalties”, §110-1, “Fees and interest” be and is hereby repealed and reenacted with amendments to read as follows:

§110-1 Fees and interests.

The following enumerations are the current fees, rates, charges and interests applicable in the City of College Park:

Chapter/Section	Description	Fee/Interest
* * * *		
Ch. 119	[Garbage, Rubbish and Refuse] REFUSE, SOLID WASTE AND SPECIAL TRASH	
§119-9		

* * * *

Reinstatement fee * * * *

Residential REGULAR TRASH collection

* * * * *

Special trash:

Tires \$4.00 per tire

[Refrigerators, air conditioners,	[No charge for
Heat pumps]	collection of first
	Unit; \$35 for
	each additional
	unit]

ALL OTHER SPECIAL TRASH \$20.00 FOR EACH ITEM collected during a calendar year from an individual or owner of a dwelling unit at a specific address.

OVERWEIGHT, OVERSIZED OR NOT PROPERLY SORTED MATERIALS \$100 PER HOUR PER DISPATCH OF SPECIALIZED EQUIPMENT

* * * * *

§119-10 REFUSE CARTS

REFUSE CARTS PER EACH IN EXCESS OF TWO CARTS REPLACEMENT PER EACH \$50 ANNUALLY \$50

Commented [SMF3]: Option #1

REFUSE CARTS (LIMITED TO ONE ADDITIONAL CART PER RESIDENCE) OR REPLACEMENT PER EACH \$50 ANNUALLY \$50

Commented [SMF4]: Option #2

Ch. 161 Recycling AND YARD WASTE

§161 -9 RECYLCING AND YARD WASTE CARTS

RECYCLING CART (FOR REPLACEMENT) YARD WASTE CART	AT COST \$25.00
---	---------------------------------

Section 19. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 110 “Fees and Penalties”, §110-2, “Penalties” be and is hereby repealed and reenacted with amendments to read as follows:

§110-2 Penalties.

The following enumerations are the current fees, rates, charges and interests applicable in the City of College Park:

Chapter/Section	Violation	Penalty
Chapter 119 [Garbage, Rubbish and Refuse] REFUSE, SOLID WASTE AND SPECIAL TRASH		
{§119 3F	First violation	\$25
	Subsequent violations in 12 months]	\$50
[Remainder of] Chapter	First violation	\$100
	Subsequent violation in 12 months	\$200

Ch. 161 Recycling

§161-3(G)	FIRST VIOLATION SECOND VIOLATION IN 12 MONTHS	\$25 \$50
------------------	--	---------------------------

§161-6

* * * *

Remainder of chapter \$25

Section 20. 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 ordinance or a fair summary thereof together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council.

The public hearing, hereby set for _____ P.M. on the _____ day of _____, 2020, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard.

After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. This Ordinance shall become effective on _____, 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 by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the ____ day of _____ 2020.

ADOPTED by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the ____ day of _____ 2020.

EFFECTIVE the 1st day of May, 2020.

ATTEST:

CITY OF COLLEGE PARK

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

By: _____
Patrick L. Wojahn, Mayor

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

Suellen M. Ferguson, City Attorney

20-0-02

**Adoption
Fee Schedule for
Excess Bulk Trash Pick-ups**



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

AGENDA ITEM 20-O-02

Prepared By: Scott Somers, City Manager
Robert Marsili, Public Works Director

Meeting Date: January 28, 2020

Presented By: Scott Somers, City Manager
Robert Marsili, Public Works Director

Originating Department: City Manager's Office

Action Requested: Hold a public hearing and consider adoption of Ordinance 20-O-02 implementing a Bulk Trash fee schedule for collection.

Strategic Plan Goal: Goal 2: Environmental Sustainability; Goal 6: Excellent Services

Background/Justification:

As a result of on-going discussions and presentations on Special/Bulk Trash, the City Council introduced Ordinance 20-O-02 on January 14, 2020. Council is now asked to hold a public hearing and consider adoption of Ordinance 20-O-02 with respect to implementing a bulk trash fee schedule for collection of more than 29 items a year for single family rental units that utilize City trash services, and either 12 OR 20 items per year for single family owner occupied units. This Ordinance will have an effective date of May 1, 2020.

This Ordinance includes the following provisions:

1. All bulky refuse collections must be scheduled in advance
2. Quantity and type of items for collection must be identified when scheduling a collection
3. Up to four bulky refuse collections per calendar year will be free of charge
4. Bulky refuse items must be set out neatly and separated by type
5. All fees must be paid in advance

Decision Points:

6. Maximum number of free bulky refuse items: This ordinance is written with two options regarding how many bulky refuse items will be collected for free each year. Council is asked to decide on the following at the time of adoption: A maximum of either 12 OR 20 bulky refuse items collected per calendar year will be free of charge for single family owner-occupied units.

Additional provisions that are included:

- A maximum of 29 bulky refuse items collected per calendar year will be collected free of charge for single family rental units that utilize City trash services.

These changes contribute to the City's sustainability efforts by encouraging residents to recycle and to reuse or donate items that are no longer used. City residents can also bring items for free to City clean-up events or to the Prince George's County landfill for disposal.

Fiscal Impact:

Fiscal impact will depend on Council direction. Removal of special trash items under the current program has a cost impact to City taxpayers. Any new fees would help to offset costs and improve the current inequitable system that allows and encourages overuse of an unlimited City service by certain residents.

Council Options:

1. Hold a public hearing and consider adoption of Ordinance 20-O-02 with a start date of May 1, 2020.
2. Hold a public hearing and consider adoption of Ordinance 20-O-02, with amendments.
3. Do not take any action at this time.

Staff Recommendation:

Option #1

Recommended Motion:

I move to adopt Ordinance 20-O-02 as drafted with a start date of May 1, 2020.

Attachments:

1. Ordinance 20-O-02

ORDINANCE
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK,
AMENDING CITY CODE CHAPTER 119, “REFUSE, SOLID WASTE AND
SPECIAL TRASH” BY REPEALING AND RE-ENACTING §119-6, “SPECIAL
TRASH”, AND §119-9, “RATES”; AND AMENDING CHAPTER 110, “FEES AND
PENALTIES”, BY REPEALING AND RE-ENACTING §110-1, “FEES AND
INTERESTS” TO CHANGE HOW BULKY TRASH IS COLLECTED, TO SET
FEES FOR COLLECTION AND PENALTIES FOR VIOLATIONS.

WHEREAS, §5-202 of the Local Government Article of the Annotated Code of Maryland provides that the Mayor and Council of the City of College Park have the authority to pass such ordinances as it deems necessary to preserve peace and good order, and to protect the health, comfort and convenience of the residents of the municipality; and

WHEREAS, the City Charter, Article VII, “Powers and Duties of Mayor and Council”, §C7-9, “Refuse collection and disposal service”, authorizes the Mayor and Council to pass such ordinances as may be necessary to provide for the establishment and maintenance of a refuse collection and disposal service; and

WHEREAS, the Mayor and Council adopted Chapter 119, “Refuse, Solid Waste and Special Trash”, to establish and maintain a refuse collection and disposal service; and

WHEREAS, the Mayor and Council determined that it is in the public interest to amend Chapters 119 and 110 of the City Code to change how bulky trash is collected, and to set fees for collection of bulky trash.

Section 1. NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, that Chapter 119, “Refuse, Solid Waste and

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

Special Trash”, §119-6, “Collection of bulky trash, special trash and overweight, oversized or improperly sorted items” be and it is hereby repealed, re-enacted and amended to read as follows:

§ 119-6 Collection of bulky trash, special trash and overweight, oversized or improperly sorted items.

A. - B. * * * *

C. A separate fee as established in Chapter 110 will be charged for items of special trash AND OF BULKY TRASH to be collected.

D. - F. * * * *

Section 2. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 119, “Refuse, Solid Waste and Special Trash”, §119-9, “Rates” be and it is hereby repealed, re-enacted and amended to read as follows:

§ 119-9 Rates.

All fees for refuse collection will be payable annually in advance beginning July 1 each year and are as set forth in Chapter 110, Fees and Penalties. A prorated refund will be made upon 30 days' notice to discontinue service. New service will be prorated for the remainder of the year. All fees for special trash, BULKY TRASH and overweight or oversize item collection shall be paid in advance of collection.

Section 3. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 110 “Fees and Penalties”, §110-1, “Fees and interest” be and is hereby repealed and reenacted with amendments to read as follows:

§110-1 Fees and interests.

The following enumerations are the current fees, rates, charges and interests applicable in the City of College Park:

Chapter/Section	Description	Fee/Interest
	* * * *	
Ch. 119 Refuse, Yard Waste, Solid Waste and Special Trash		
§119-9	* * * *	
	Non-residential collection: * * * * *	
	BULKY TRASH	
		\$20.00 FOR EACH ITEM IN EXCESS OF 29 PER FISCAL YEAR FOR SINGLE-FAMILY AND APARTMENT RENTAL UNITS PAYING THE CITY FOR REGULAR TRASH COLLECTION.
		\$20.00 FOR EACH ITEM IN EXCESS OF 20 PER FISCAL YEAR FOR OTHER PROPERTIES
		\$20.00 FOR EACH ITEM IN EXCESS OF 21 PER FISCAL YEAR FOR SINGLE-FAMILY AND APARTMENT RENTAL UNITS PAYING THE CITY FOR REGULAR TRASH COLLECTION.
		\$20.00 FOR EACH ITEM IN EXCESS OF 12 PER FISCAL YEAR FOR OTHER PROPERTIES
	Special trash: * * * * *	

Commented [SMF1]: Option #1

Commented [SMF2]: Option #2

Section 4. 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 ordinance or a fair summary thereof together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council.

The public hearing, hereby set for 7:30 P.M. on the 28th day of January, 2020, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard.

After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. This Ordinance shall become effective on _____, 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 by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the 14th day of January, 2020.

ADOPTED by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the ____ day of _____ 2020.

EFFECTIVE the 1st day of May, 2020.

ATTEST: **CITY OF COLLEGE PARK**

By: _____ By: _____
Janeen S. Miller, CMC, City Clerk Patrick L. Wojahn, Mayor

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

Suellen M. Ferguson, City Attorney

20-G-17

Appointment to Boards and Committees

Please note that the terms for these appointments will end on June 30, 2020

Councilmember Mitchell:

- Appoint Nikki Pancho Lewis to the Committee for a Better Environment