



TUESDAY, MARCH 17, 2020
CITY OF COLLEGE PARK
DAVIS HALL – 9217 51ST AVENUE

WORKSESSION AGENDA
7:30 P.M.

COLLEGE PARK MISSION STATEMENT

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

Time	Item	Staff/Council
7:30	Call To Order	
	City Manager's Report	
	Amendments To And Approval Of The Agenda	
Discussion Items		
7:35	1 Presentation from PEPCO representatives about upcoming tree-trimming work in the City (30) Guests: Tami Watkins, PEPCO Public Affairs Manager, and Cody Hesselstine, PEPCO Program Manager, Vegetation Management	Robert Marsili, Director of Public Works, and Brenda Alexander, Assistant Director of Public Works
	2 <i>Proposed Special Session 20-G-55:</i> Approval of a revision to the Property Use Agreement for The Hall (10)	Suellen Ferguson, City Attorney
	3 Discussion of a Trash to Treasure pilot program (30)	Robert Marsili, Director of Public Works
	4 Discussion of a new two-way radio communication system (20)	Robert Marsili, Director of Public Works and Bob Ryan, Director of Public Services
	5 Discussion of the MOU with UMPD for live-monitoring of certain security cameras in the City (30)	Bob Ryan, Director of Public Services

6	Special Session 20-G-54: Approval of an Amendment to Mayor and Council Rules and Procedures to allow for Continuation of Operations for the elected body if a state of emergency is declared (20)	Scott Somers, City Manager
7	Special Session 20-G-44: Award of Contract for RFP CP-20-06, "Material Testing and Inspection Services and Third-Party Inspection Services for City Hall Redevelopment" (10)	Bill Gardiner, Assistant City Manager
8	Possible Special Session 20-G-46: Consideration of support of County legislation, CB-9-2020, CB-10-2020, and CB-12-2020, for the Western Gateway Project (10)	Mayor and Council
9	Review of Legislation (Possible Special Session to vote on time-sensitive matters)	Bill Gardiner, Assistant City Manager
10	Appointments to Boards and Committees	Mayor and Council
11	Requests for/Status of Future Agenda Items	Mayor and Council
12	Mayor and Councilmember Comments	Mayor and Council
	City Manager's Comments	Scott Somers, City Manager
	ADJOURN	

This agenda is subject to change. Item times are estimates only. For the most current information, please contact the City Clerk. In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office and describe the assistance that is necessary. City Clerk's Office: 240-487-3501

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PRESENTATION

PEPCO

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



Prepared By: Brenda Alexander,
Assistant Director DPW

Meeting Date: 03/17/2020

Presented By: Brenda Alexander,
Assistant Director DPW

Proposed Consent Agenda: N/A

Tami Watkins, Cody Hesseltine, PEPCO representatives

Originating Department: Department of Public Works

Issue Before Council: Informational presentation and discussion with PEPCO representatives to outline the planned upcoming vegetation management of tree growth near the overhead electric lines throughout the City, which will result in line clearance tree work.

Strategic Plan Goal: Goal #4 – Quality Infrastructure

Background/Justification:

In the fall of 2019 the City received notification from PEPCO, the electric power provider in the City, that during 2020 the cyclical line clearance work would begin in College Park. PEPCO is required to provide and maintain reliable electric service by the Maryland Public Service Commission (PSC). To meet this goal, they have developed a routine vegetation management schedule to prune and/or remove vegetative growth that is or has the ability to interfere with the overhead electric power lines within a designated cycle. This process begins with the notification to the municipality that the planning phase for the upcoming vegetation management process is beginning. There are about 10 feeder lines within the City that will be separately assessed over an extended period of time. The resulting tree work will occur later, after each feeder planning is complete.

Initially, a PEPCO contracted arborist will assess the specific feeder line to determine what vegetation management work is required to meet the established line clearance guidelines. After the arborist has completed the vegetation management plan for the feeder, they will contact me to schedule a ride-along to review the planned work and specifically discuss planned work that may affect City trees. Tree pruning and/or removal options are reviewed to determine the best course of action, which includes an individual review and assessment. Tree pruning is the preferred option to address a line clearance conflict; however, utility tree pruning results in dis-figured trees that are not aesthetically pleasing to see. Depending on the previous "pruning" and type of tree species, the recurring pruning may create significant stress to the tree and lead to its demise. In this situation, a better choice is to remove the tree and request a replacement tree supplied and planted by a PEPCO contractor.

Once the planned work on the specific feeder line is approved it is sent to PEPCO's tree contractor, Asplundh, to be scheduled. When the feeder line clearance work is scheduled to begin, the City is notified with an approximate start date. Upon receipt of this information, it is transmitted to the City Communications Department for public dissemination.

Fiscal Impact:

Staff time to review the various feeder plans as they are completed. Grinding remaining City tree stumps from removed trees.

Council Options:

This is an informational presentation.

Staff Recommendation:

Request PEPCO to provide individual feeder maps that identify planned work for informational release.

Recommended Motion:

None

Attachments:

Notification letter to City from PEPCO dated 2019

Map of PEPCO feeders within the City that are scheduled for line clearance work

PEPCO notification letter to residents

PEPCO door hanger

Jerry Pasternak
Vice President

Office 202-872-2524
pepco.com
jpasternak@pepco.com

701 Ninth Street NW
Washington, DC 20068-0001

October 28, 2019

Patrick Wojahn
Mayor
City of College Park
4500 Knox Road
College Park, Maryland 20740

Dear Mayor Wojahn:

Pepco is committed to enhancing reliability and is currently executing the most comprehensive reliability plan in our history. One important component of Pepco's Reliability Enhancement Plan is to keep trees pruned a safe distance from power lines and other equipment, because power outages are often caused by tree branches falling onto power lines. Our vegetation management program includes routine pruning, storm hardening, maintenance and transmission rights-of-way work.

The Maryland Public Service Commission approved Service Quality and Reliability Standards (RM43) that establish requirements for managing vegetation around power lines and other electric utility equipment. In compliance with these regulations, I want to let you know that, in approximately two months, Vegetation Management personnel and qualified tree clearance contractors will commence cyclical tree clearance in the vicinity of overhead feeders in your community as part of our vegetation management program and RM43. Prior to the commencement of the work, we will contact you to discuss our plans and address any concerns that you may have.

Since Pepco announced its Reliability Enhancement Plan in 2010, our crews have been working hard to upgrade priority feeders, replace aging infrastructure, install advanced technology, prepare for system growth and manage vegetation – and we are seeing positive results. However, there is still work to be done, and we appreciate your partnership as we continue to make improvements.

If you or your designee would like to further discuss Pepco's vegetation management plans, please do not hesitate to contact us. In addition, if you would prefer that future vegetation management communications be sent to a member of your staff, please provide your primary contact's name, title, phone number and email address.

Best regards,



Jerry Pasternak

RECEIVED

NOV - 1 2019

City of College Park
Administration Office

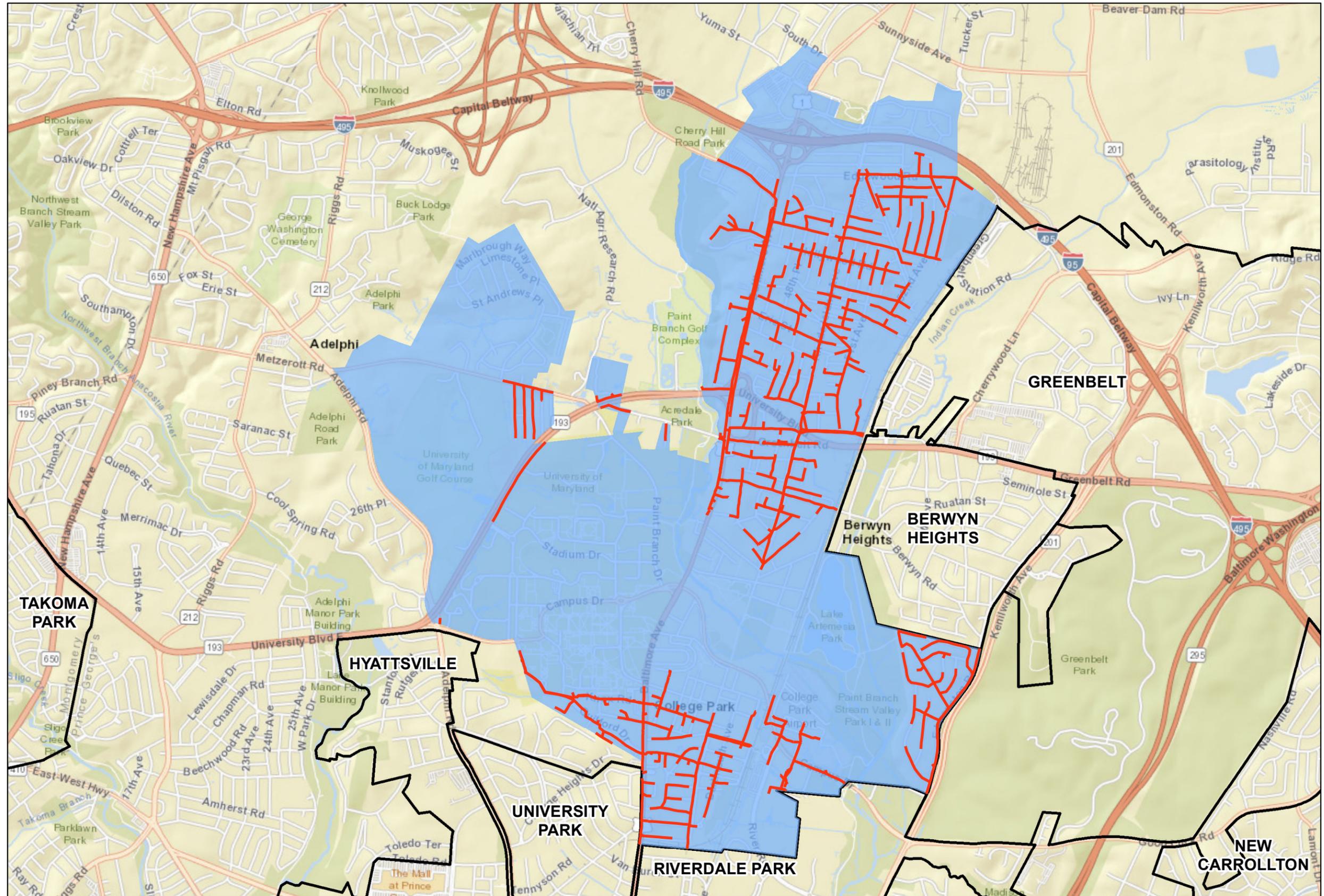
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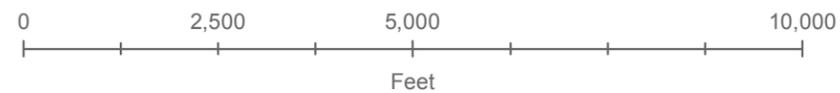


Work Layers

- College Park Primary Lines
- College Park Boundary



007



Pepco
701 Ninth Street NW
Washington, DC 20068-0001
202.833.7500

pepco.com

Dear <Name>

To help meet our commitment of providing you with safe and reliable electricity, crews will be performing scheduled tree maintenance in your area to prevent service outages and damage to overhead lines caused by tree branches coming into contact with overhead power lines. In accordance with the Code of Maryland Regulations (20.50.12.09), we are notifying you that this work may start as soon as 10 days from the date of this notice.

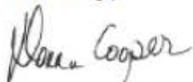
State regulations define the necessary amount of pruning, which will be specific to each tree type, growth patterns, health and relative location to the power lines. Licensed Professional Foresters and ISA Certified Arborists manage our tree maintenance program, and contractual forestry professionals, many of whom are also ISA Certified Arborists, examine each tree to identify the work that needs to be done. Except in those limited instances in which we have pre-existing rights, if trees on your property require removal a forestry representative will contact you for permission first.

As a reminder, please consider the location of overhead utility lines when deciding what type and where to plant trees. Each tree species grows differently and to varying heights, so it is important to keep in mind what a tree will look like when it matures. In addition to overhead lines, remember that cables and pipes are buried underground as well. Before digging, call Miss Utility at 811 to receive assistance in identifying the location of underground utility equipment and to avoid making contact with it.

We will work as quickly and safely as possible to complete this work and will take all efforts to minimize the inconvenience to you and your neighbors. For additional information about tree planting and our tree maintenance initiatives, visit <https://www.pepco.com/SafetyCommunity/Safety/Pages/TreesandPowerlines.aspx>.

If you have any questions about the tree maintenance work planned for your area, please contact us at 202-833-7500 and ask to have someone in our forestry department call you. If a notification was left at your door regarding tree trimming activity in your neighborhood, please contact the forestry representative listed on the notification with any questions.

Sincerely,



Donna Cooper
President, Pepco Region



WE VISITED YOUR PROPERTY

As part of our utility tree maintenance work, an arborist checked that your trees have adequate clearance from electric power lines. Here's what they found.

Work required – tree maintenance crews will be coming for:

- Routine scheduled pruning
- Proposed tree removal
- Pruning for service wire to your home
- Pruning for wire improvements or upgrades
- Clearing prior to customer tree removal
- Contact the arborist below to schedule a temporary service disconnect or transfer so your contractor can remove your tree
- URGENT condition – contact us as soon as possible

No work required:

- Reported problem does not involve our equipment
- Reported problem involves cable/phone facilities
- Reported problem can wait for future routine maintenance

Date of notice: _____

Visit in response to a customer request or power outage:

- Yes No

Please contact us within 7 days if you have questions.

If you have questions or concerns about this notice, contact the arborist indicated within seven (7) days of the date shown above. If we do not hear from you, we will proceed as planned.

Additional notes:

The arborist who visited your property is:

He/She can be reached at: _____



An Exelon Company

Tree Maintenance Questions & Answers

How is tree maintenance scheduled?

Based on our four-year maintenance schedule, certified arborists create a work plan for tree crews after evaluating tree growth around our electric facilities. Key areas include trees and vines that could eventually interfere with electric equipment, as well as dead, dying or hazardous trees that could interfere with power lines and cause outages.

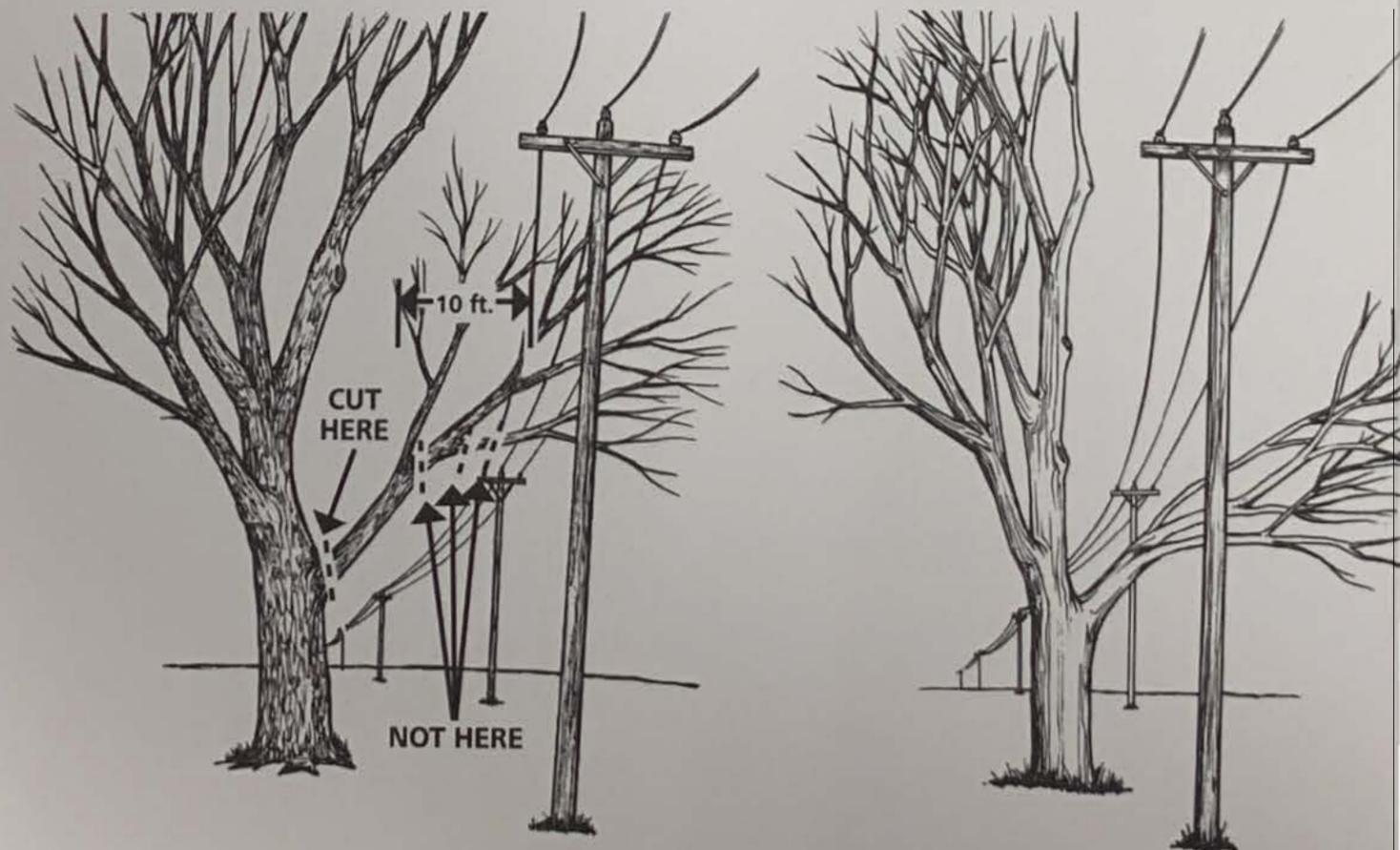
Are industry or legal standards followed?

Our tree maintenance program complies with practices outlined by the Maryland Tree Expert law, the DC Department of Transportation, Urban Forestry Administration and the Maryland Department of Natural Resources. Tree pruning is performed to the standards and practices outlined by the American National Standards Institute (ANSI), Publication A300, which is followed by nearly all electric utilities in the United States. Our contract tree pruning experts are also required to follow the safety standards set forth in ANSI Z133 and are regulated by the Occupational Safety and Health Administration (OSHA).

How will my tree look after it's pruned?

In addition to pruning overhanging limbs above power lines, we also perform "directional pruning" on branches growing toward power lines in order to guide growth away from power lines and minimize future pruning needs. Wire location, limb size or branch structure may make it necessary to remove limbs back to the tree's trunk.

The figures below show different ways trees can be pruned using directional pruning.





What about tree removal?

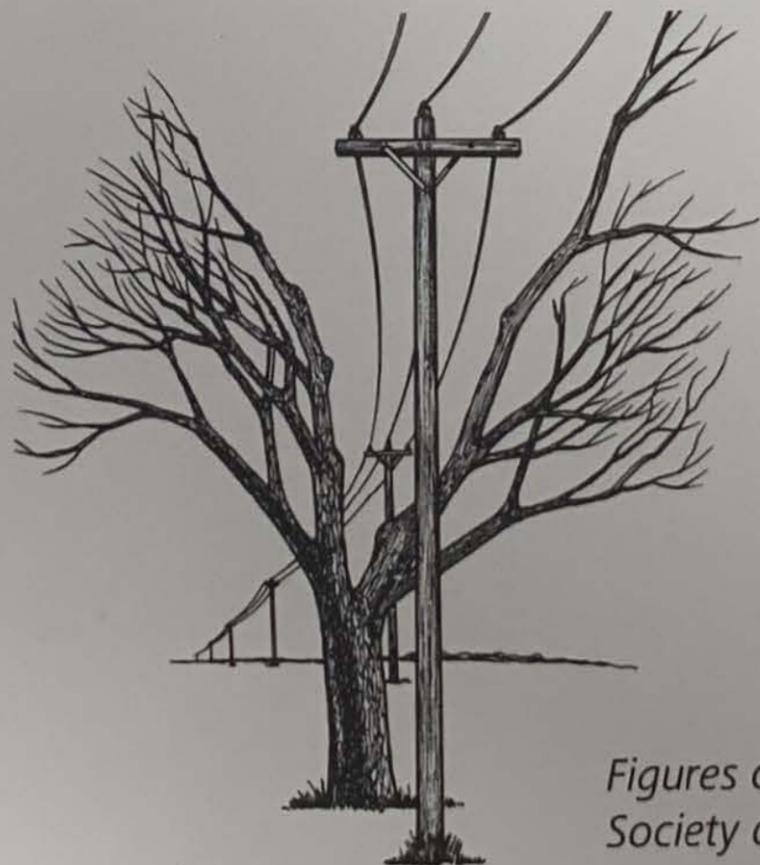
Our work planners may suggest an entire tree be cut down if a large percentage of its crown needs to be pruned, if the tree has no space to grow or if the tree has no acceptable branches to directionally prune back to. Removal might also be required if a tree is near our primary wires and is dying or leaning toward them – or if it is a fast-growing/weak-wooded tree such as a sycamore, silver maple, willow, poplar or pine.

If a tree needs to be removed, we will leave the stump to prevent erosion and soil damage. If you choose to plant replacement trees in the same place, we encourage you to consider a low-growing species such as those described on the back of this notice.

What is Tree Line USA®?

Tree Line USA is a program of the National Arbor Day Foundation and the National Association of State Foresters, recognizing utilities that demonstrate best practices in utility arboriculture. Pepco is a proud recipient of this honor, which requires us to ensure proper tree pruning, employee training, tree planting, public education and a tree-based energy conservation program.

For more information about tree maintenance and reliable electric service, contact your Pepco arborist or visit us online at pepco.com/treetrimming.

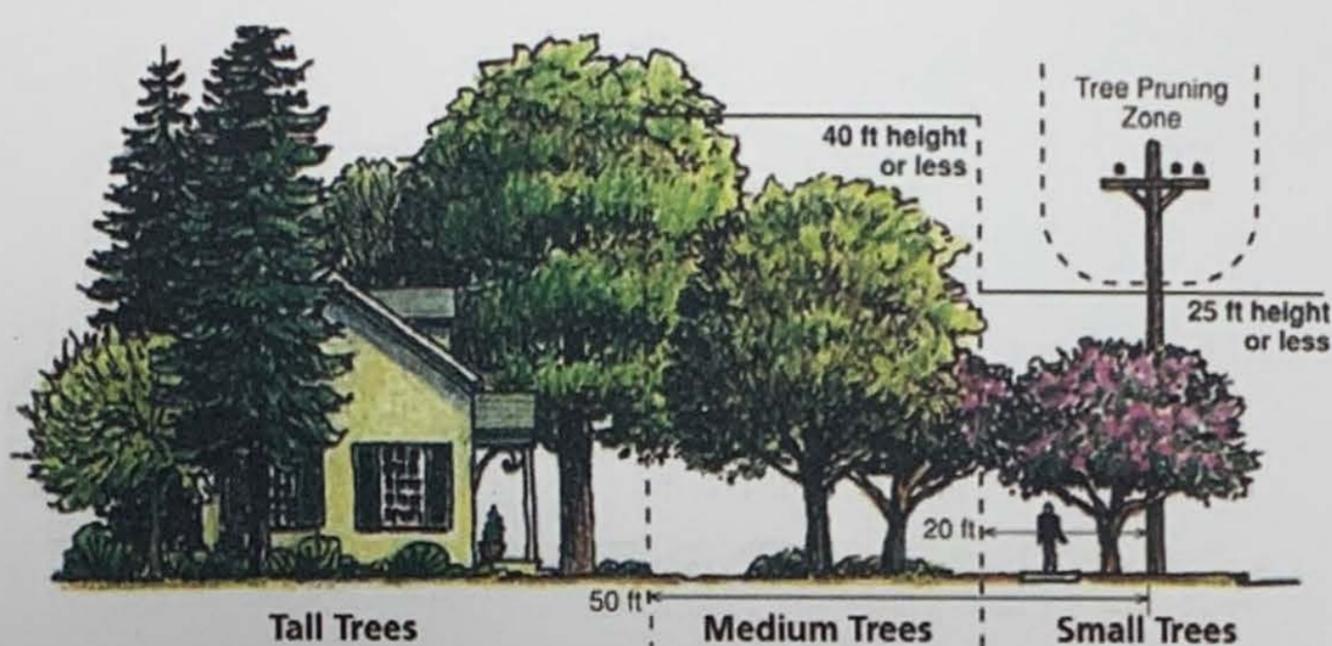


Figures courtesy of the International Society of Arboriculture.



Reliable Service and Tree Maintenance

Falling or damaged trees and branches are the leading cause of unscheduled outages. Our tree maintenance program helps keep safe clearance between trees and power lines in your area, using licensed and certified arborists and contract tree pruning experts.



Right Tree, Right Place

If you're planning to plant trees on your property, please consider nearby overhead utility lines as you decide on the type and location of each tree.

- **Tall trees** over 40 feet high, such as maple, sycamore, oak, spruce and pine, should be planted at least 50 feet away from power lines
- **Medium trees** 25 to 40 feet high, such as birch, serviceberry and honey locust, should be planted at least 20 feet away from power lines
- **Small trees** under 25 feet high, such as dogwood, flowering cherry and crabapple, are better for areas close to power lines

Each species grows differently, so think ahead to when it is fully grown. Please contact Miss Utility at **811** before digging.



An Exelon Company

 Please recycle
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pepco.com

202-833-7500 • pepco.com/treetrimming

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Special Session

20-G-55

Approval of Property

Use Agreement for

The Hall



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

Prepared By: Suellen M. Ferguson
City Attorney

Meeting Date: 3/17/20

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

Agenda Item: 20-G-55

Originating Department: Public Services

Issue Before Council: Approval of amendment to The Hall Property Use Agreement (PUA)

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

Background/Justification:

In June, 2019, the City approved a Property Use Agreement (“PUA”) with The Hall. This establishment recently opened. They are concerned that the PUA does not align with their actual operations, which involve alcohol and food in the indoor flex space and outdoor fenced area during entertainment events. The proposed amendment allows service of alcohol in the indoor flex and outdoor fenced areas but does not require food service in these areas during entertainment events. Food will continue to be served in the remainder of The Hall. Because these changes are substantive, the Mayor and Council must approve the amendment for it to be effective.

Fiscal Impact:

No additional impact.

Council Options:

- #1: Approve the amended property use agreement as attached.
- #2: Approve a revised amended property use agreement.
- #3: Do not approve amended property use agreement.

Staff Recommendation:

#1

Recommended Motion:

I move to approve an amendment to the Property Use Agreement (PUA) in essentially the form as attached, to include the interior flex space and the exterior fenced space in those areas that are allowed to sell alcoholic beverages and to reduce food service during entertainment events and to authorize the City Manager to sign the amended PUA,

Attachment(s):

- 1. Draft amended PUA

AMENDED PROPERTY USE AGREEMENT

THIS AMENDED PROPERTY USE AGREEMENT (the "Agreement") is effective, the ___ day of June, 2019, by and between The Hall – CP Arts & Entertainment, LLC, t/a The Hall and, Steven R. Jennings, Managing Member, (collectively "Licensee"); and the CITY OF COLLEGE PARK, a Maryland municipal corporation (the "City").

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WITNESSETH:

WHEREAS, the University of Maryland is the owner of the real property located at 4656 Hotel Drive, College Park, MD 20740 (formerly 4425 Campus Drive, College Park, 20742) (the "Property"); and

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

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

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

WHEREAS, the City agreed to support the Licensee's application for the License, subject to Licensee entering into this Property Use Agreement; and

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WHEREAS, in consideration of the covenants contained in this Agreement, the City will support issuance of the License, subject to the terms,

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conditions and restrictions contained herein.

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

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

2. Restrictions. Except with the express written consent of the City, which consent may be withheld in the City's sole and absolute discretion, during the period that Licensee is using or has any interest in the Property, and is using the License, the use of the Property shall be restricted to the operation of a restaurant, café, bar, interior flex space and exterior fenced area to be named The Hall ("Premises") or another substantially similar operation, which receives not more than fifty percent (50%) of its average daily receipts over any three consecutive monthly periods from the sale of alcoholic beverages, and which complies strictly with the restrictions and requirements of the State of Maryland/Prince George's County Class B, BLX, Beer, Wine and Liquor License and the affiliated Entertainment Permit. The calculation of the percentage of alcoholic beverages sold shall include the full cost of any such beverage, and not just the alcohol contained in the beverage. Licensee will provide the City, by January 25 of each year, with summaries of each month's receipts for the sales of alcoholic beverages and food for the preceding calendar year, and, at any time, such information in such form as the City may reasonably require to permit the

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

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

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

5. Operations. Licensee shall maintain and operate the Premises in a manner that all seats in the restaurant, café and bar spaces are available for dining, and no area in the restaurant, café and bar spaces is designated solely for the consumption of alcoholic beverages. The parties recognize that, while food service will be available in the restaurant, café and bar spaces at all times that liquor is provided as required herein, the interior flex space and the exterior fenced area, when dedicated to an entertainment event, may be operating without food service. Alcoholic beverages will be sold and served only between 8:00 a.m. and 2:00 a.m., or on Fridays and Saturdays, when live entertainment is offered, to 3:00 a.m. as permitted by the Board and State law. Happy hour or like events shall be limited to 3:00 p.m. to 7:00 p.m. Food from a regular menu must be served at all times that the premises are open for business. The parties recognize that because of the nature of the establishment, different regular menus are available to the customers on the Premises depending on the time of day. Licensee agrees that at all times, at least 80% of the items listed on the version of the regular menu then in effect shall be available for customers to order. The proposed menus provided by Licensee for the restaurant, café and bar spaces are attached as Exhibit A. Live music, which may be amplified, is allowed inside the restaurant, café and bar spaces, in the interior flex space and in an the exterior, fenced area at the rear of the Property. Licensee shall ensure music levels in the restaurant, café and bar areas that allow patron conversation in a normal tone of voice, and prohibit disruptive or rowdy behavior that disturbs the peaceful enjoyment of the facility by Licensee's patrons and other persons visiting the facility. Nothing in this Agreement shall modify the noise levels allowed by law in the City. In the event that complaints as

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to the sound level of voice or music entertainment in the outside fenced area are received by the City, the parties agree to review this condition, with further limitation of entertainment on the outside fenced area, if justified, not to be unreasonably refused by Licensee. The parties recognize that these noise level restrictions will not apply during entertainment events in the restaurant, café and bar spaces, or in the interior flex space.

Alcoholic beverages shall be served only to diners sitting at tables or counters inside the restaurant, café and bar portions of the facility, and to patrons standing waiting for a table. Additionally, alcoholic beverages may be served to patrons in the interior flex space, and to patrons in in the exterior fenced area. The parties recognize

that, during private parties and entertainment and in flex space events, not all patrons may be seated, but that food will continue to be served in the restaurant, café and bar area. The minimum price for on- sale alcoholic beverages, including 16 oz. beers, shall be \$2.00. Licensee will not sell beer in pitchers. Licensee will maintain all dining areas, including tables and chairs, inside the facility. Licensee shall ensure that the interior of the restaurant, including service areas, remain clean and graffiti free. The interior and exterior of the Property shall be rodent free. Licensee shall not allow grease, dirt, trash or graffiti to accumulate on any portion of the exterior of the Property that Licensee controls. Licensee agrees to fully comply with all applicable laws, including without limitation Subtitle 12, "Health", of the Prince George's County Code, and the Code of the City of College Park.

Licensee shall not engage in window advertising of the sale of alcoholic beverages, nor off-premises leafleting of cars or on public right of way promoting such sale. All off-premises advertising of specials, happy hours or reduced prices

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for alcoholic beverages to be consumed on the Premises shall be limited to promotions coupling the sale or service of food with the sale of alcoholic beverages. Licensee shall have a scanner system, as allowed by law, designed to recognize false identification prior to making alcoholic beverage sales. The scanner may be used for all persons who appear to be under the age of thirty-five (35) years. Licensee will not accept State of Maryland vertical type licenses as proof of age. Nothing in this paragraph shall prevent Licensee from employing the services of an advertising agency to promote events controlled by Licensee on the Premises.

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

Licensee shall recycle all materials identified as recyclable by Prince George's County. Licensee shall utilize only recyclable take-away containers, and not use, Styrofoam or clamshells not recycled Countywide.

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6. Enforcement. The City shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed upon the Property and/or Licensee pursuant to the provisions of this Agreement. The parties agree that if Licensee should breach the terms of the Agreement, the City would not have an

adequate remedy at law and would be entitled to bring an action in equity for specific performance of the terms of this Agreement. In the event of a violation of paragraph 2 of this Agreement, Licensee shall have sixty (60) days from the date of notification of the violation to adjust his operations and achieve compliance, as measured during the sixty (60) day period, with the requirements of paragraph 2 of this Agreement. In the event the City is required to enforce this Agreement and Licensee is determined to have violated any provision of this Agreement, Licensee will reimburse the City for all costs of the proceeding including reasonable attorney's fees. Should Licensee prevail in any action brought by the City to enforce a provision of this Agreement, the City shall reimburse Licensee for all costs of the proceeding including reasonable attorney's fees.

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

8. Assignment of License. Licensee agrees that it shall not sell, transfer, or otherwise assign its rights under the License to any entity or individual for use or operation within the City without the express prior written consent of the City, which consent will not be unreasonably withheld.

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

owned by Licensee.

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

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

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

b. All employees for whom the Board of License Commissioners requires

TIPS training will be trained within two (2) weeks of hire.

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

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

(i) If to Licensee:

Steven R. Jennings
11285 Terrace Lane
Fulton, Maryland 20759

With copy to:

Linda Carter, Esq.
Carter Law, LLC
11720 Beltsville Drive
Suite 100
Beltsville, MD 20705

If to the City:

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

with copy to:

Suellen M. Ferguson, Esquire
Council, Baradel, Kosmerl + Nolan P.A.
125 West Street, 4th Floor
Annapolis, MD 21404

13. Amendments. This Agreement may not be amended or modified except in writing executed by all parties hereto, and no waiver of any

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provision or consent hereunder shall be effective unless executed in writing by the waiving or consenting party.

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

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

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

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

[SIGNATURES APPEAR ON THE NEXT PAGE]

3

Discussion Trash to Treasure Pilot Program

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



Prepared By: Robert Marsili Jr.
Director of Public Works

Meeting Date: 3/17/2020

Presented By: Robert Marsili Jr.
Director of Public Works

Consent Agenda: N/A

Originating Department: Department of Public Works

Issue Before Council: Discussion on potential “Trash to Treasure” pilot program

Strategic Plan Goal: Goal 2 - Environmental Sustainability

Background/Justification:

In May 2019, discussions were held between the College Park Department of Public Works (DPW) and the University of Maryland Resident Life staff regarding the opportunity to combine efforts on a “Trash-To-Treasure” program for the collection of reusable/useful materials during student move-out season. As a result of meetings and discussions, DPW investigated the possibility of conducting a small pilot program and expanding UMD’s Trash to Treasure program to off-campus locations in the Old Town area. Understanding that the end of May is one of the busiest months for DPW bulk and special trash collections, we have assembled a tentative but cautious plan named “Trash & Dash”.

The tentative plan consists of utilizing four rented POD storage containers placed strategically in Old Town in areas historically known to generate large quantities of bulk and special trash items during move-out season. This project is an attempt to divert reusable items away from the landfill. Additional trash roll-off dumpsters could be placed along with the POD containers so that un-usable materials could be immediately sorted and readied for the landfill. Usable Items could be made available to residents and students as well as donated through partnerships with charitable non-profit reuse centers such as Community Forklift and GreenDrop. If approved, the dates for implementations would be May 17th through May 31st.

Although DPW agrees with the concept and positive environmental impact that this program could potentially reveal, we are also hesitant to launch the initiative this year due to our competing priority of collecting bulk trash data by specific addresses, per Ordinance 20-O-01, Bulk Trash, which is attached for your reference. DPW believes that launching a trash to treasure initiative at this time would skew the number of items collected per household since many items would likely be placed at the PODS. Since PODS cannot be monitored 24 hours a day, it is likely that items and material from contractors and residents from other neighborhoods will drop items off at the PODS or rollofs, which could further skew the data.

The Pros and Cons of moving forward with a Pilot Trash to Treasure program this move out season are listed below:

Pros	Cons
<ul style="list-style-type: none"> • Possible re-use of Materials • Opportunity for Recycling • Diversion from landfill • Educational opportunities 	<ul style="list-style-type: none"> • Many bulk items will not be tracked by address • Inaccurate or skewed annual bulk collection data • Time consuming and logistically challenging for staff to coordinate both programs. • Bulk items being left at dumpsters by private or non-residents. Impossible to track where they come from • COVID-19-Uncertainty

Fiscal Impact:

The funding \$12,241.25 to execute the project could be utilized out of the Snow Budget which has a surplus.

Council Options:

#1: Delay Trash to Treasure pilot until May 1, 2021.

#2: Direct staff to conduct more research.

#3: Direct staff to move forward with the Trash to Treasure pilot this year beginning May 1, 2020.

Staff Recommendation:

Option #1.

Recommended Motion:

I move to delay the Trash to Treasure pilot program until May 2021.

Attachments:

Power Point Presentation

City of College Park
Green Move-Out
Pilot Project
(Trash to Treasure)



Tentative Dates: May 17th – May 31st 2020

What's it All About

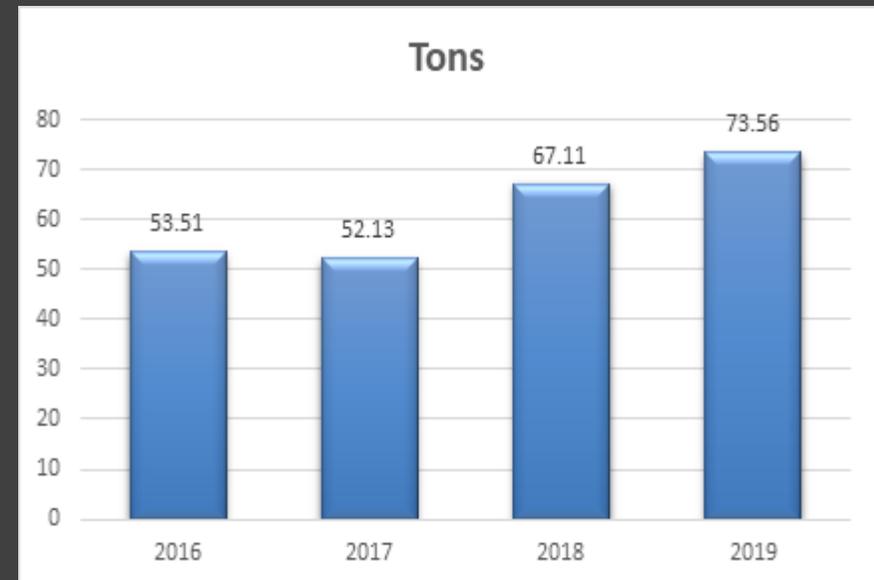
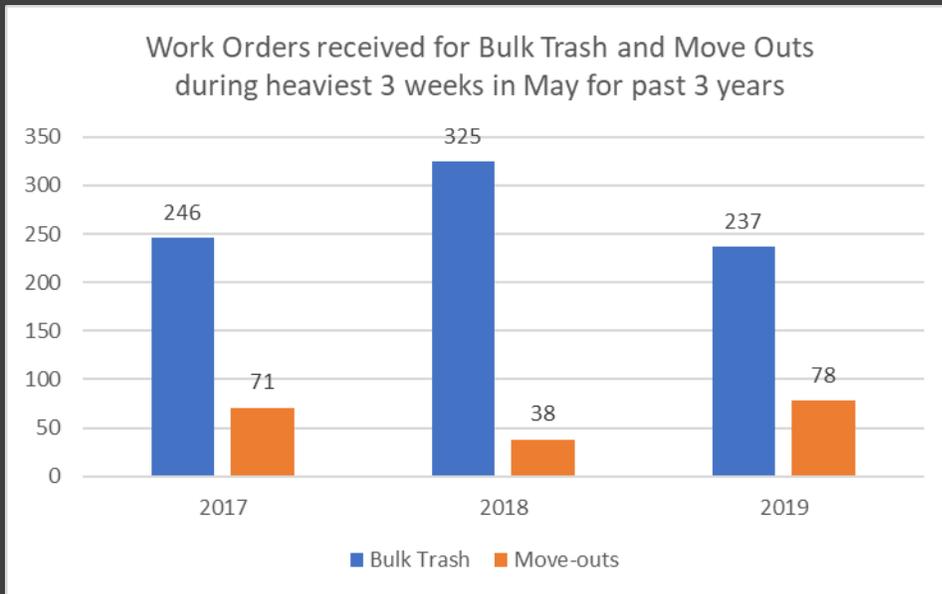
The City of College Park “Don’t Dump...Donate Program is a pilot initiative to increase awareness and participation in sustainable practices specifically during the academic move out season. This program will ensure that residents, home-owners, rental properties and off-campus students have a place to donate their unwanted new and/or gently used items. We also anticipate that this program will reduce the amount of bulky waste hauled to the landfill while increasing support services to the City of College Park through partnerships with charitable non-profit reuse centers such as Community Forklift, GreenDrop and the American Red Cross.

Number of Move-Outs City-Wide

Mid May to end of May

- Past Work Order numbers

- Tons of Refuse for Moveouts here for past annual history Mid May to end of May



Issues with Data Collection



- Bulk items will not be tracked by address
- Items set out by others or non-residents
- Bulky trash Data not accurate
- Bulk items left out on ground around dumpsters
- Recommend May 2021
- COVID-19 Uncertainty

Example of the Bulk Data Collected

Bulk Trash Dashboard

Total Pickups

529

Last update: a few seconds ago

Total Items Requested

5,286

Last update: a few seconds ago

Total Items Picked Up

2,587

Last update: a few seconds ago

Total Fees Collected

\$40

Last update: a few seconds ago

Total Pickups by Month - FY20

Last update: a few seconds ago

Address	Items Requested	Items Picked Up	Cost	WO ID	Open Date	Pickup Type
7402 Sweetbriar Drive:	12	1	0	WO2020-65099	2/23/2020, 7:00 PM	5011 Special Trash
5119 Niagara Place:	10	0	0	WO2020-65097	2/23/2020, 7:00 PM	5011 Special Trash
9236 Saint Andrews Place:	9	8	0	WO2020-65100	2/23/2020, 7:00 PM	5011 Special Trash
4909 Hollywood Road:	8	3	0	WO2020-65098	2/23/2020, 7:00 PM	5011 Special Trash
4903 Ruatan Street:	8	5	0	WO2020-65103	2/23/2020, 7:00 PM	5011 Special Trash
4820 Osage Street:	8	1	0	WO2020-65104	2/23/2020, 7:00 PM	5011 Special Trash
9727 51st Place:	17	6	0	WO2020-65101	2/23/2020, 7:00 PM	5011 Special Trash
5125 Lackawanna Street:	15	5	0	WO2020-65105	2/23/2020, 7:00 PM	5011 Special Trash
3701 Mansueti Blvd:	10	13	0	WO2020-65110	2/23/2020, 7:00 PM	5011 Special Trash

Last update: a few seconds ago

POD'S for Storage of Repurpose Items



POD Locations

- 7505 Dickenson Ave (Near)
- 7501 Hopkins Ave
- 4704 College Ave
- 4609 Knox Rd (side on Hopkins)

Items Accepted / Re-Usable (In Good Condition)

- Wood Furniture
- Small Appliances
- Mini Refrigerators
- Flat Screen TV's (working)
- Clothing
- Electronics (working)
- Window Air Conditioners (working)



Proposed POD Storage Locations



Cost Estimate

Trash-to-Treasure Pilot Costs

POD Containers	Cost Per	Qty	Total
PODS- Waterproof Covered Container (lockable) 1- Month Rental - Include Delivery & Pick Up Approx 20 Cu/Yds	\$359.00	4	\$1,436.00
			\$1,436.00

Roll Off Dumpsters	Cost Per	Qty	Total
20 Yard General Waste Dumpster / Two Week Rental	\$419.00	4	\$1,676.00
Dump & Replace	\$419.00	8	\$3,352.00
Extra Tonnage tipped after 2 tons / \$70 - Ton	\$70	2	\$140.00
			\$5,168.00

Staff Member	Cost Per	Qty	Total
2-Laborer - Assess re-usable material, Oversight and guidance at POD Container	\$23.00	140	\$3,220.00
Weekend Work	\$34.50	40	\$1,380.00
			\$4,600.00

Signs / Banners for Containers & Roll Off	Cost Per	Qty	Total
Signs / Banners for Containers & Roll Off 72" X 36"	\$82.00	8	\$656.00
Coroplast 2-sided advertising yard sign	\$13.15	25	\$328.75
Sign step-stakes	\$2.10	25	\$52.50
			\$1,037.25

Grand Total	\$12,241.25
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4

Discussion Two-way Radio Communication System



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

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

Meeting Date: 03/17/2020

Presented By: Robert L. Marsili, Jr.
Director of Public Works
And Bob Ryan,
Director, Public Services

Proposed Consent: N/A

Originating Department: Department of Public Works

Issue Before Council: Discussion to Consider the purchase of a City Owned Two-Way Radio Communications System

Strategic Plan Goal: Goal 6: Excellent Services

Background/Justification:

In 2002, the UMD upgraded their two-way radio system and the City of College Park entered into an agreement with the UMD to utilize repeaters and surplus portable and mobile radios for two-way communications. In 2012, the City partnered again with the UMD to use the 800MHz system with surplus portable radios that were refurbished and reprogrammed. The City is annually invoiced by the UMD a cost for use of the system and equipment at \$15,000. The equipment consisted of UMD repeaters along with mobile and portable radios that had a remaining life expectancy of 3-5 years. Most of the surplus UMD portable radios were no longer supported by the manufacturer but did operate properly.

Over the years the portable radios, which served all City Departments including Public Services, Code Enforcement, Parking, DPW and others, have had an assortment of issues. The radios are no longer supported, and parts are unavailable. With the inability to repair many of the outdated radios, we are now at a critical stage and need additional portable radios for routine field operations and for emergency operations. City staff has been working and communicating with the UMD on their plans. The tentative plans are for the University Police to migrate to the MD First System which is strictly for statewide coverage and a public safety systems, and other field operations at the UMD will be migrating to an upgraded UMD radio system in the next year or two. All changes would require the City to purchase all new radios.

Staff has investigated acquiring a state-of-the-art two-way radio system that will not only reduce costs but would provide the City with all the communications with interoperability needed with departments and the UMD. The recommended new two-way system was set up and tested with the new Motorola radios and repeater at Davis Hall. The system performed very well with clear and concise reception and no dead spots found when checked citywide.

Staff recommends utilizing a Maryland State Department of Information Technology Contract #0607400088 for Radio Communications Equipment, installation and supplies that could be utilized for this procurement.

Fiscal Impact:

\$140,900 has been included in the FY 21 Proposed Departmental Capital CIP Budget.

Council Options:

1. Authorization and approval to move forward with the implementation plan to install a new upgraded two-way radio system.
2. Request additional information regarding the radio system
3. Decline to consider a new City owned two-way radio system

Staff Recommendation:

Option #1

Recommended Motion:

I move to award a contract in the amount of \$140,900.00 to State of Maryland IT contract #0607400088 to purchase, install and implement a new city-wide two-way radio system in the City.

Attachments:

Price quote from contractor

Copy of State of Maryland Contract # 0607400088

PowerPoint Council Discussion-Two-way Radio Replacement



Procom Communications, LLC
d/b/a Communications Electronics
 8260 Patuxent Range Road
 Jessup, MD 20794

Pending
Quote 60998

Sales Order Date: 02/03/2020

Page: 1

EIN: 82-2609522
 DUNS #: 08-087-9191
 CAGE CODE: 7YXQ9

Phone #: 301-497-9080
 Fax #: 301-497-9082

Bill To:

Procom Communications
8260 Patuxent Range Rd
Jessup, MD 20794
USA

Ship To:

College Park DPW
9217 51st Ave
College Park, MD 20740
USA

M/F: VHF RADIO SYSTEM

Ordered By: Robert Marsili
Telephone: 240-623-6359

Customer ID	Purchase Order			Contract #	Repair S/N	Terms	Shipvia	FOB	Rep
Z00001	VHF RADIO SYSTEM					NET30	AMDEL	DEST	BCOAKL
Ln #	Order Qty	Shipped Qty	Back Order Qty	U.O.M.	Item Number	Description	Unit Price	Tax	Extended Price
1	52	0	52	KIT	102-7555EEW5		859.00000	Y	44,668.00
						Radio, Portable, VHF, SUC, Color Display, GPS, Keypad, Mototrbo XPR7550e, Enabled, AAH56JDN9RA1_N, 152-174 MHz Helical, 5W, 1000 CH, 3100 mAh Li-Ion Battery, 110VAC, USA, 5 Year Warranty			
2	57	0	57	EA	102-5557EE		753.78000	Y	42,965.46
						Radio, Mobile, VHF, Std. Compact Mic, Color Display, Low Profile Mount, Moto XPR5550e (Enabled) AAM28JQN9RA1AN, 136-174MHz, 25-45W, 1000 CH, USA			
3	57	0	57	EA	402-3971		92.00000	Y	5,244.00
						Antenna, Mobile, GPS Add, Fixed Mount, Moto PMAN4000			
4	57	0	57	EA	998-1105		229.00000	Y	13,053.00
						Installation, Basic, Mobile Radio / Cellular Phone System/ Laptop Computer Mount in Car, Van, or Truck			
5	57	0	57	PKG	152-9999		29.99000	Y	1,709.43
						Misc Parts and Shop Supplies Used During Install Lines 2 - 5: Mobiles and Installation			
6	2	0	2	EA	102-5700V		2,849.00000	Y	5,698.00
						Repeater, VHF, Rack Mount, SLR 5700, Moto AAR10JCGANQ1AN, 1-50W			
7	2	0	2	EA	100-7511		399.00000	Y	798.00
						Duplexer, 50W, VHF, EMR 64316-0/MC(5B) 150-162MHz, 4.6-6.0MHz Separation, N-F			
							Non Taxable Subtotal		
							Taxable Subtotal		
							Order Discount		
							Order Total		



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 Fax #: 301-497-9082

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Telephone: 240-623-6359

Customer ID	Purchase Order			Contract #	Repair S/N	Terms	Shipvia	FOB	Rep
Z00001	VHF RADIO SYSTEM					NET30	AMDEL	DEST	BCOAKL
Ln #	Order Qty	Shipped Qty	Back Order Qty	U.O.M.	Item Number	Description	Unit Price	Tax	Extended Price
8	2	0	2	EA	402-6275ALT		59.95000	Y	119.90
						Cable, Duplexer, N-M / BNC-M, 2 Ft, RFLCON CAB-PCOM-NM/400-2/BN, Connects Duplexer to Repeater			
9	2	0	2	EA	402-6270ALT		89.95000	Y	179.90
						Cable, Duplexer, N-M / N-M, 2 Ft, RFLCON CAB-PCOM-NM/400-2/NM, Connects Duplexer to Repeater or Preselector			
10	200	0	200	FT	150-0240		2.89000	Y	578.00
						Cable, 1/2" Foam, TMW LMR-600/86672, Copper Clad Aluminum Solid Core Inner, Tape & TC Braid Outer, 50 Ohm, 9.3 GHz Max Freq			
11	8	0	8	EA	151-0500		19.95000	Y	159.60
						Connector, N-M, Straight, LMR-600, Crimp Outer, Captivated Center, TMW EZ-600-NMH-X/ 480716/ 318171, Hex/Knurrl Nut, No Braid Trim, Tri-Metal Body, Gold Center Pin, Use Die #28899 & Frame #10813			
12	2	0	2	EA	152-5140		89.95000	Y	179.90
						Flange Arrestor, N/F, TMW LP-BTR-NFF/ 318029, 20-1000MHz, 10kA Multiple Surge			
13	2	0	2	EA	150-9906		43.95000	Y	87.90
						Grounding Kit, 300380, LMR-600 Cable, Includes Weatherizing Materials			
14	2	0	2	EA	152-0629BC		231.00000	Y	462.00
						Antenna, VHF, Base Station, Unity, 64" Fiberglass, 153-159MHz, ComTelco BS150U-BC, 250W Max Pwr, N-F Term, 151 MPH Wind Rating			
15	1	0	1	PKG	152-9999		100.00000	Y	100.00
						Chimney Strap/Mount			
							Non Taxable Subtotal		
							Taxable Subtotal		
							Order Discount		
							Order Total		



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 Fax #: 301-497-9082

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M/F: VHF RADIO SYSTEM

Ordered By: Robert Marsili
Telephone: 240-623-6359

Customer ID	Purchase Order			Contract #	Repair S/N	Terms	Shipvia	FOB	Rep
Z00001	VHF RADIO SYSTEM					NET30	AMDEL	DEST	BCOAKL
Ln #	Order Qty	Shipped Qty	Back Order Qty	U.O.M.	Item Number	Description	Unit Price	Tax	Extended Price
16	1	0	1	EA	151-4415		32.95000	Y	32.95
						Mast, Galvanized 16 Gauge Steel, 10' H x 1.25" Dia, RR R-161005GHS/96508, Swagged End w/ Locking Joint			
17	2	0	2	EA	152-1200		36.75000	Y	73.50
						Mount Kit, Base Station Antenna, f/u/w Longer BSXL Series, ComTelco BSMNT2, Consists of 2 Alum Brackets and Stainless Steel V Bolts for 2-3/8" Dia Mast			
18	1	0	1	EA	110-0005		79.95000	Y	79.95
						Line Filter/Surge Suppressor, 4-Duplex Outlets, ISOBAR-4/ 64830, Premium Surge, Spike Protection & Line Noise Suppression, 6-FT Cord, All Metal Housing, 1875W Max, 15A Per Outlet, 2200 Joule Rated			
19	200	0	200	FT	150-0114		1.47500	Y	295.00
						Ground Wire, #6 AWG 19 Strand , WSGW-6-19S			
20	16.00	0.00	16.00	HR	998-1000		99.00000	Y	1,584.00
						RF System Technician - Repeater install Lines 6 - 20: 2 Repeaters			
21	1.00	0.00	1.00	EA	998-1202		895.00000	N	895.00
						FCC Licensing Service Two VHF repeater pairs, 5 simplex			
22	2	0	2	EA	102-5557EE		865.95000	Y	1,731.90
						Radio, Mobile, VHF, Std. Compact Mic, Color Display, Low Profile Mount, Moto XPR5550e (Enabled) AAM28JQN9RA1AN, 136-174MHz, 25-45W, 1000 CH, USA			
							Non Taxable Subtotal		
							Taxable Subtotal		
							Order Discount		
							Order Total		



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Z00001	VHF RADIO SYSTEM					NET30	AMDEL	DEST	BCOAKL
Ln #	Order Qty	Shipped Qty	Back Order Qty	U.O.M.	Item Number	Description	Unit Price	Tax	Extended Price
23	2	0	2	EA	110-3224		199.00000	Y	398.00
						Power Supply, Switching, Table Top, w/Enclosure, MotoTRBO XPR5550, 115-230VAC In, 13.8VDC Out, SAM SEC1212-XPR5000/ 572268, 10A			
24	2	0	2	EA	153-1309V2		152.00000	Y	304.00
						Base Antenna Kit, Above Ceiling Tile, VHF, Incl Alum Grnd Plane, NMO Mount, 17 ft RG58, QW150 1/4 Wave 150-165MHz Whip			
						Lines 21 - 23: Control Stations			
25	1	0	1	EA	601-1001		3,999.00000	Y	3,999.00
						Software, PRONet Enterprise V1001 Basic, Incl: Connection to RF Server, 1 Rptr or 2 Ctrl Sta, 1 Dispatch Console, Voice Logging, Audio, GPS, IPS, Text, Telemetry, Stun-Kill, Geofencing, Reporting & 15 Subscriber Lic			
26	96	0	96	EA	601-1002		45.00000	Y	4,320.00
						Software License, PRONet V1002 Voice/ GPS/ Text/ Telemetry, Add 1 Additional Subscriber to PRONet Enterprise V1001 System			
						52 port, 57 mobile, 2 control station			
27	1	0	1	EA	601-1003		825.00000	Y	825.00
						Software License, Voice Dispatch & Location Tracking, Adds 1 Additional Dispatch Console to Basic PRONet Enterprise V1003			
28	1	0	1	EA	601-1004		1,425.00000	Y	1,425.00
						Software License, Add 2 Additional Voice and/or Data Paths (1 Repeater or 2 Control Stations), PRONet Enterprise V1004			
29	1	0	1	EA	601-2250		3,999.00000	Y	3,999.00
						Hardware, Server, ProNet Enterprise System, Pre-Configured			
							Non Taxable Subtotal		
							Taxable Subtotal		
							Order Discount		
							Order Total		



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Z00001	VHF RADIO SYSTEM					NET30	AMDEL	DEST	BCOAKL
Ln #	Order Qty	Shipped Qty	Back Order Qty	U.O.M.	Item Number	Description	Unit Price	Tax	Extended Price
30	2	0	2	EA	601-2260	Console, Dispatch, Desktop, TouchScreen, PRONet All-In-One, Intel Core iX, 250GB SSD	1,599.00000	Y	3,198.00
31	1	0	1	EA	131-0134	Switch, Ether, 5 Port, Gigabit, Netgear GS105NA/ C25244	50.00000	Y	50.00
32	2	0	2	EA	601-6027	Mic, Desktop, Blk, USB, Filtered Audio Technology, PTT Functionality, PRONet RadioServer, BUD 7G DSP	200.00000	Y	400.00
33	1	0	1	PKG	152-9999	Misc Parts and Shop Supplies - PRONet	100.00000	Y	100.00
34	12.00	0.00	12.00	HR	998-1000	RF System Technician - PRONet install	99.00000	Y	1,188.00
							Non Taxable Subtotal		895.00
							Taxable Subtotal		140,006.39
							Order Discount		0.00
							Shipping/Handling		0.00
							Tax		0.00
							Order Total		140,901.39

Clause 2.1.2: Use of Master Contract by Non-State Government Agencies

2.1.2 For the purposes of an information technology or telecommunications procurement, pursuant to sections 3A 401(b) and 13-110 of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, State entities that are not subject to DoIT's authority, including State non-executive branch entities, and non-State governments or agencies may purchase from the Master Contractor goods or services covered by this Contract at the same maximum prices to which the State would be subject under the resulting Contract. All such purchases:

- (1) shall constitute Contracts between the Master Contractor and that government, agency or organization;
- (2) For non-State entities, shall not constitute purchases by the State or State agencies under this Master Contract;
- (3) For non-State entities, shall not be binding or enforceable against the State; and
- (4) may be subject to other terms and conditions agreed to by the Master Contractor and the purchaser. The Master Contractor bears the risk of determining whether or not a government, agency or organization with which the Master Contractor is dealing is a State entity.

DoIT Website:

<http://doit.maryland.gov/contracts/Pages/RadioCommunications.aspx>

Radio Communications 2018 Master Contract

Master Contractor Details



Company Information

Master Contractor Name:	Procom Corporation
Web Site:	http://www.procom2way.com
Small Business Reserve:	Yes
Minority Business Enterprise:	No

Clause 2.1.2: Use of Master Contract by Non-State Government Agencies

Veteran Owned Small Business Enterprise:	No
eMaryland Marketplace No:	196721
Labor Rates:	N/A

Corporate Contact Information

Name:	Gabe Najjar
Title:	President
Address	8260 Patuxent Range Rd.
City/State/Zip:	Jessup MD 20794
Email:	sales@procom2way.com or g.jajjar@procom2way.com
Phone:	301-497-9080
Fax:	301-497-9082

Clause 2.1.2: Use of Master Contract by Non-State Government Agencies

Solicitation Contact Information

Name:	Gabe Najjar
Title:	President
Address	8260 Patuxent Range Rd.
City/State/Zip:	Jessup MD 20794
Email:	sales@procom2way.com
Phone:	301-497-9080
Fax:	301-497-9082

Applicable Functional Areas

Manufacturer	Minimum Discounts	FA1	FA2	FA3	FA4
Condan/Daniels	15%	X	X	X	X
dbSpectra	10%	X	X	X	X
Excelwave Wireless	15%	X		X	X
Fusion	15%	X	X	X	X

Clause 2.1.2: Use of Master Contract by Non-State Government Agencies

G-Wave	15%	X	X	X	X
Impact	20%	X			X
JPS	5%	X	X	X	X
Kenwood	20%	X	X	X	X
Klein Electronics	20%	X			X
Motorola	20%	X	X	X	X
Power Products	20%	X			X
PROnet	10%	X	X	X	X
Pryme	20%	X			X
Secure Tech	20%	X	X	X	X
Sinclair Technologies	10%	X	X	X	X
Tessco	5%	X	X	X	X
Vertex-Standard	20%	X	X	X	X

Clause 2.1.2: Use of Master Contract by Non-State Government Agencies

Labor Rates

#	LABOR CATEGORY	Contract Yr. 1 Fully Loaded Hourly Rate		Contract Yr. 2 Fully Loaded Hourly Rate		Contract Yr. 3 Fully Loaded Hourly Rate		Contract Yr. 4 Fully Loaded Hourly Rate		Contract Yr. 5 Fully Loaded Hourly Rate	
		Straight	Premium								
2.13.1	Project Manager	\$165	\$247	\$173	\$259	\$181	\$271	\$190	\$284	\$199	\$298
2.13.2	Senior Wireless Comm. Engineer	\$150	\$225	\$157	\$235	\$164	\$246	\$172	\$258	\$180	\$270
2.13.3	Wireless Comm. Engineer	\$140	\$210	\$147	\$220	\$154	\$231	\$162	\$242	\$170	\$254
2.13.4	Senior Network Engineer	\$110	\$165	\$115	\$173	\$120	\$181	\$126	\$190	\$132	\$199
2.13.5	NETWORK ENGINEER	\$85	\$127	\$89	\$133	\$93	\$139	\$97	\$145	\$102	\$152
2.13.6	Wireless Systems Technician Supervisor	\$150	\$225	\$157	\$235	\$164	\$246	\$172	\$258	\$180	\$270
2.13.7	Senior Wireless Systems Technician	\$140	\$210	\$147	\$220	\$154	\$231	\$162	\$242	\$170	\$254
2.13.8	Wireless Systems Technician	\$110	\$165	\$115	\$173	\$120	\$181	\$126	\$190	\$132	\$199
2.13.9	Junior Wireless Systems Technician	\$85	\$127	\$89	\$133	\$93	\$139	\$97	\$145	\$102	\$152

ATTACHMENT M – RADIO COMMUNICATIONS MASTER CONTRACT - 2018

DEPARTMENT OF INFORMATION TECHNOLOGY (DoIT)

0607400088

THIS CONTRACT (the "Contract") is made this 25 day of January, 2018 by and between PROCOM CORPORATION and, on behalf of the STATE OF MARYLAND, the MARYLAND DEPARTMENT OF INFORMATION TECHNOLOGY (DoIT).

IN CONSIDERATION of the following, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated.

- 1.1. "COMAR" means the Code of Maryland Regulations.
- 1.2. "Contract" means this contract for Radio Communications and related installation and maintenance services. Except as otherwise provided, any reference to the Contract shall be deemed to include reference to a Purchase Order (PO).
- 1.3. "Contract Manager" means the individual identified in the Key Information Summary Sheet of the Request for Proposals (RFP), or a successor designated by the Department.
- 1.4. "Contractor" means PROCOM CORPORATION, whose principal business address is: 8260 Patuxent Range Road, Jessup, MD 20794.
- 1.5. "Department" means the Department of Information Technology (DoIT).
- 1.6. "eMM" means eMaryland Marketplace.
- 1.7. "Financial Proposal" means the Contractor's financial proposal dated August 31, 2017.
- 1.8. "Radio Communications" means those services described in Section 2 of the RFP.
- 1.10. "Minority Business Enterprise" (MBE) means an entity meeting the definition at COMAR 21.01.02.01B(54), which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.11. "Procurement Officer" means the person identified in the Key Information Summary Sheet of the RFP or a successor designated by the Department.
- 1.12. "Proposal" means, as appropriate, either or both the Contractor's Technical or Financial Proposal.
- 1.13. "Purchase Order" or "PO" means the authorization for Contractor to proceed with delivery of products and/or any services requested via a PORFP.
- 1.14. "PORFP" means Purchase Order Request for Proposals.
- 1.15. "Requesting Agency" means the unit of the State government issuing the PORFP.
- 1.16. "RFP" means the Request for Proposals for Radio Communications No. 060B7400088 and any amendments thereto issued in writing by the State.
- 1.17. "Software" means the object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. "Software" also includes any upgrades, updates, bug fixes or

modified versions or backup copies of the Software licensed to the State by Contractor or an authorized Distributor.

- 1.19. "State" means the State of Maryland.
- 1.20. "Technical Proposal" means the Contractor's technical proposal dated August 31, 2017.
- 1.21. Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

- 2.1. The Contractor shall provide Radio Communications equipment, installation, repair and preventative maintenance services, and/or manufacturer's extended warranty, as described in a PORFP or PO, in the following functional area(s):

Functional Area I- Two-Way Radio Equipment

Functional Area II – Communications Consoles and Associated Equipment

Functional Area III – Microwave Radio Equipment, Ancillary and Test Equipment and Installation Supplies

Functional Area IV - Installation, Repair and Preventative Maintenance Services

- 2.2. These products and services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies between this Contract and the accompanying Exhibits, the terms of this Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall apply:

Exhibit A – The RFP

Exhibit B – The Contract Affidavit dated December 5, 2017.

Exhibit C – The Technical Proposal.

Exhibit D – The Financial Proposal

- 2.3. A PORFP may specify terms in addition to the terms specified herein, including warranties, deliverables, and acceptance test requirements. PORFPs, POs and Reference BPOs may not limit the State's rights as provided by law, in this Contract, or in the RFP and may not change the terms of, or conflict with, this Contract or any of its Exhibits.

3. Period of Performance

- 3.1. The Contract shall be for a period of five (5) years beginning January 25, 2018 and ending on January 24, 2023.
- 3.2. Audit, confidentiality, document retention, patents, copyright, intellectual property, warranty, and indemnification obligations under this Contract and any other obligations specifically identified shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1. In consideration of the satisfactory performance of the Contract and any PORFP and/or PO, the State will promptly process a proper invoice for payment in accordance with the terms of this Contract.
- 4.2. The total payment for products and services provided under a fixed price PO or the fixed price element of a combined fixed price – time and materials PO, shall be the firm fixed price

submitted by the Contractor in its quotation or proposal submitted in response to a PORFP, regardless of the actual cost to the Contractor.

- 4.3. POs that include a time and materials element shall include a not-to-exceed (NTE) ceiling for payments. For time and materials PO, or POs which include both fixed price and time and materials elements, total payments to the Contractor for the time and materials portion may not exceed the identified PO NTE amount. The Contractor shall notify the Contract Manager, in writing, at least 60 days before time and material obligations are expected to reach the PO NTE Amount. The Contractor shall have no obligation to perform the time and materials requirements under this Contract after payments reach the PO NTE Amount. The cessation of the Contractor's obligation to perform under this paragraph 4.3 is expressly conditioned on the following: that prior to the PO NTE Amount being reached, the Contractor shall: (i) give the notice required under this paragraph 4.3; (ii) promptly consult with the Requesting Agency and cooperate in good faith with the Requesting Agency to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete critical work in progress prior to the date the PO NTE Amount will be reached; and (iii) secure databases, systems, platforms and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to any such unfinished work. Any work performed by the Contractor in excess of PO NTE amount without the prior written approval of the Contract Manager is at the Contractor's risk of non-payment.
- 4.4. Invoices shall be submitted as specified in a PORFP. Invoices that contain both fixed price and time and material items must clearly identify the items as either fixed price or time and material billing. Each invoice must include the Contractor's Federal Tax Identification Number: 56-2355489. The Contractor's eMM identification number is 230833. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Requesting Agency's receipt of a proper invoice from the Contractor. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. The final payment under a PORFP will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.
- 4.5. In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, then Contractor will be notified and provided a time specified by the State to cure the breach. If the breach is not cured within the time specified within the notification, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.6. PORFPs may specify periodic payments based on deliverables or stages of completion. A PORFP may further specify that a portion of the payments due will be withheld until completion of the PO. The amount withheld from each payment shall be paid to the Contractor within thirty (30) days of the State's acceptance of all deliverables required under the PO and receipt from the Contractor of a release in a form prescribed by the State for any claims arising out of or related to the PORFP.
- 4.7. Payment of an invoice by the State is not evidence that services were rendered as required under this Contract or any applicable PORFP.

5. Patents, Copyrights, Intellectual Property

- 5.1. If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright, or which is proprietary to or a trade secret of another, the Contractor

shall obtain the necessary permission or license to permit the State to use such item or items.

- 5.2. Except as provided in Section 5.4 of this Contract, the Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, software, graphics, mechanical, artwork, computations and data prepared by or for the Contractor for purposes of this Contract ("Work Product") shall become and remain the sole and exclusive property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.3. Except as provided in Section 5.4 of this Contract, the Contractor agrees that at all times during the term of this Contract and thereafter, Work Product shall be "works made for hire" as that term is interpreted under U.S. copyright law and shall be owned by the State. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights and all information used to formulate such Work Product. In the event any Work Product is or may not be considered a work made for hire under applicable law, Contractor assigns and transfers to the State the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof. Contractor shall execute all documents and perform such other proper acts as the State may deem necessary to secure for it the rights pursuant to this section.
- 5.4. Notwithstanding anything to the contrary in this Contract, to the extent (i) the Work Product incorporates any commercial-off-the shelf software (COTS) and/or any Pre-Existing Intellectual Property or (ii) any COTS and/or Pre-Existing Intellectual Property (other than a computer's operating system, supported internet browser, browser accessibility software or hardware if needed by the user, and software required to access a commonly-available data transmission tool or export format) is required to access, install, build, compile or otherwise use the Work Product (such COTS and Pre-Existing Intellectual Property individually and collectively referred to herein as "Third-party Intellectual Property," which shall be the sole property of Contractor or its third-party licensors, as applicable), Contractor hereby grants to the State, on behalf of itself and any third-party licensors, a royalty-free, paid-up, non-exclusive, unrestricted, unconditional, irrevocable, worldwide right and license, with the right to use, execute, reproduce, display, perform, distribute copies of internally, modify and prepare derivative works based upon, such Third-party Intellectual Property as may be necessary for the State to use the Work Product for the purposes for which such Work Product was designed and intended. "Pre-Existing Intellectual Property" means any program, utility or tool owned by Contractor or its third-party licensors that was created by Contractor or its third-party licensors independently from its performance of this Contract and not solely using funds from this Contract.
- 5.5. Subject to the terms of Section 6, Contractor shall defend, indemnify, and hold harmless the State, including, but not limited to, the Department or Requesting Agency and its agents, officers, and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any claim the Work Product or any Third-party Intellectual Property infringes, misappropriates or otherwise violates any Third-party Intellectual Property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent, which consent may be withheld in the State's sole and absolute discretion.
- 5.6. Except if Contractor has pre-existing knowledge of such infringement, Contractor's obligations under this section will not apply to the extent any Third-party Intellectual Property infringes, misappropriates or otherwise violates any third party intellectual rights as a result of

modifications made by the State in violation of the license granted to the State pursuant to Section 5.4; provided that such infringement, misappropriation or violation would not have occurred absent such modification.

- 5.7. Without limiting Contractor's obligations under Section 5.5, if all or any part of the Work Product or any Third Party Intellectual Property is held, or Contractor or the State reasonably determines that it could be held, to infringe, misappropriate or otherwise violate any third party intellectual property right, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the item or service in accordance with its rights under this Contract; (b) replace the item or service with an item that does not infringe, misappropriate or otherwise violate any third party intellectual property rights and, in the State's sole and absolute determination, complies with the item's specifications as defined in this Contract, and all rights of use and/or ownership set forth in this Contract; or (c) modify the item or service so that it no longer infringes, misappropriates or otherwise violates any third party intellectual property right and, in the State's sole and absolute determination, complies with the item's specifications and all rights of use and/or ownership set forth in this Contract.
- 5.8. Except for any Pre-Existing Intellectual Property and Third-Party Intellectual Property, Contractor shall not acquire any right, title, or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a PORFP executed by the Contractor and an authorized representative of the State.
- 5.9. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights, or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third-party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any Open Source License.
- 5.10. The Contractor shall report to the Department or Requesting Agency, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Work Product delivered under this Contract.
- 5.11. This Section 5 shall survive expiration or termination of this Contract.

6. Indemnification

- 6.1. In addition to Contractor's indemnification obligations described in Section 5, Contractor shall indemnify, defend, and hold the State, its directors, officers, employees and agents harmless from liability for the following conduct arising from or relating to the performance of the Contractor or its subcontractors under this Contract: (a) tangible property damage, bodily injury and death, to the extent caused by or contributed to by Contractor or its subcontractors and (b) fraud or willful misconduct of Contractor or its subcontractors. Such indemnification shall include all related

defense costs and expenses attributable to the claims of third parties, including, but not limited to, reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties.

- 6.2 Upon the State's request of indemnification under Section 5 or 6, Contractor shall be entitled to control the defense or settlement of the relevant claim with counsel reasonably satisfactory to the State. The State will: (a) provide reasonable cooperation to Contractor in connection with the defense or settlement of the claim, at Contractor's expense; and (b) be entitled to participate in the defense of the claim, at its own expense.
- 6.3. The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 6.4. The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 6.5. To the extent permitted by applicable law, the Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any third party claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.
- 6.6. This Section 6 shall survive expiration or termination of this Contract.

7. Limitations of Liability

Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees, including but not limited to personal injury; physical loss; or violations of the Patents, Copyrights, Intellectual Property sections of this Contract, as follows:

- 7.1. For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 5 ("Patents, Copyrights, Intellectual Property") of this Contract;
- 7.2. Without limitation, for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- 7.3. For all other claims, damages, loss, costs, expenses, suits, or actions in any way related to this Contract where liability is not otherwise set forth as being "without limitation," and regardless of the basis on which the claim is made, Contractor's liability shall not exceed one (1) time the total amount of the PORFP out of which the claim arises; provided however, the State may, in its sole discretion, decrease the ceiling established hereunder in any PORFP issued pursuant to this RFP. Third-party claims arising under Section 6 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third-party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.
- 7.4. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all Subcontractors shall be held to be agents of Contractor.

8. Prompt Pay Requirements

- 8.1. If the Contractor withholds payment of an undisputed amount to its subcontractor, the State, at its option and in its sole discretion, may take one or more of the following actions:
- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
 - (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
 - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
 - (d) Place a payment for an undisputed amount in an interest-bearing escrow account;
 - (e) Default Contractor for failing to perform in accordance with the requirement to promptly pay subcontractors; or
 - (f) Take other or further actions as appropriate to resolve the withheld payment.
- 8.2. An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 8.3. An act, failure to act, or decision of a Procurement Officer or a representative of the Department or Requesting Agency concerning a withheld payment between the Contractor and subcontractor under this Contract, may not:
- (a) Affect the rights of the contracting parties under any other provision of law;
 - (b) Be used as evidence on the merits of a dispute between the Department or Requesting Agency and the Contractor in any other proceeding; or
 - (c) Result in liability against or prejudice the rights of the Department or Requesting Agency.
- 8.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

9. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment and materials specified as deliverables to the State hereunder shall remain with the Contractor until the supplies, equipment, materials and other deliverables are received and accepted by the State. Title of all such deliverables passes to the State upon acceptance by the State.

10. Source Code Escrow

Source Code Escrow is not required for this Contract.

11. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in Section 16.17.

12. Markings

The Contractor shall not affix (or permit any third party to affix), without the Department or Requesting Agency's consent, any restrictive markings upon any Work Product and if such markings are affixed, the Department or Requesting Agency shall have the right at any time to modify, remove, obliterate, or ignore such markings.

13. Exclusive Use and Ownership

Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or Requesting Agency or developed by Contractor relating to the Contract, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Department or Requesting Agency's confidential information is to be disclosed shall be advised by Contractor of and bound by the confidentiality and intellectual property terms of this Contract.

14. Notification of Legal Requests

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this Contract, or which in any way might reasonably require access to the data of the State, unless prohibited by law from providing such notice. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

15. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Contract, including services, is and shall be deemed to be "embodiments of intellectual property" for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code ("Code") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State's possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

16. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The

provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law. This Section shall survive expiration or termination of the Contract.

17. Parent Company Guarantee (If Applicable)

[Corporate name of Parent Company] hereby guarantees absolutely the full, prompt and complete performance by "[Contractor]" of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations and liabilities. "[Corporate name of Parent Company]" may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. "[Corporate name of Parent Company]" further agrees that if the State brings any claim, action, suit or proceeding against "[Contractor]", "[Corporate name of Parent Company]" may be named as a party, in its capacity as Absolute Guarantor.

18. General Terms and Conditions

Unless otherwise noted, the General Terms and Conditions are mandatory Contract Terms and cannot and will not be revised.

18.1. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

18.2. Maryland Law Prevails

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract, the Software, or any Software license acquired hereunder. Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

18.3. Multi-year Contracts Contingent Upon Appropriations

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as

it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

18.4. Cost and Price Certification

The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations. The price under this Contract (including any PO) and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

18.5. Contract Modifications

The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or a PO. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. Pursuant to COMAR 21.10.04, the Contractor must assert in writing its right to an adjustment under this section and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under Section 18.8, Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

In accordance with BPW Advisory 1995-1, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

18.6. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18.7. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

18.8. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

18.9. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the Department or Requesting Agency may withhold payment of any invoice or retainage. The Department or Requesting Agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

18.10. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under General Provisions Article, §5-101, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

18.11. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, sexual orientation, gender identification, ancestry, genetic information or any otherwise unlawful use of characteristics, or disability of a qualified person with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of

this clause.

18.12. Commercial Non-Discrimination

18.12.1. As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

18.12.2. As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

18.13. Subcontracting and Assignment

The Contractor may not subcontract any portion of the products or services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such approvals shall be at the State's sole and absolute discretion. Any such subcontract or assignment shall include the terms of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to any subcontractors.

18.14. Minority Business Enterprise Participation

18.14.1. Establishment of Goal and Subgoals.

A MBE subcontractor participation goal has been established for this procurement as described in section 4.26 of the RFP.

18.14.2. Liquidated Damages

18.14.2.1. This Contract requires the Contractor to make good faith efforts to comply with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

18.14.2.2. Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or Contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

- i. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): an amount per day established at the PORFP level until the monthly report is submitted as required.
- ii. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): an amount per day established at the PORFP level per MBE subcontractor.
- iii. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- iv. Failure to meet the Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- v. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this Contract: an amount per day established at the PORFP level per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the Contract and exercise all other rights and remedies provided in

the Contract or by law.

18.14.3. MBE Prompt Pay Requirements

18.14.3.1. To ensure compliance with certified MBE subcontract participation goals, the Department or Agency may, consistent with COMAR 21.11.03.13, take the following measures:

A) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:

(1) Inspecting any relevant records of the Contractor;

(2) Inspecting the jobsite; and

(3) Interviewing subcontractors and workers.

(4) Verification shall include a review of:

(a) The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and

(b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

B) If the Department or Agency determines that the Contractor is not in compliance with certified MBE participation goals, then the Department or Agency will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

C) If the Department or Agency determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department or Agency requires, then the Department or Agency may:

(1) Terminate the Contract;

(2) Refer the matter to the Office of the Attorney General for appropriate action; or

(3) Initiate any other specific remedy identified by this Contract.

18.14.3.2. Upon completion of the contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

18.15. Insurance Requirements

The Contractor shall maintain workers' compensation coverage, property and casualty and

any other insurance as required in the RFP. The minimum limits of such policies must meet any minimum requirements established by law and the limits of insurance required by the RFP, and shall cover losses resulting from or arising out of Contractor action or inaction in the performance of services under the Contract by the Contractor, its agents, servants, employees or subcontractors. Effective no later than the date of execution of the Contract, and continuing for the duration of the Contract term, and any applicable renewal periods, the Contractor shall maintain such insurance coverage and shall report such insurance annually or upon Contract renewal, whichever is earlier, to the Procurement Officer. The Contractor is required to notify the Procurement Officer in writing, if policies are cancelled or not renewed 5 days of learning of such cancellation and/or nonrenewal. Certificates of insurance evidencing this coverage shall be provided within five (5) days of notice of recommended award. All insurance policies shall be issued by a company properly authorized to do business in the State of Maryland. The State shall be named as an additional named insured on the property and casualty policy and as required in the RFP.

18.16. Veteran Owned Small Business Enterprise Participation

There is no VSBE subcontractor participation goal for this procurement.

18.17. Security Requirements and Incident Response

The Contractor agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State and Department of Information Technology information security policy, currently found at <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf>. Contractor shall limit access to and possession of Sensitive Data to only employees whose responsibilities reasonably require such access or possession and shall train such employees on the Confidentiality obligations set forth herein. This Section 18 shall survive expiration or termination of this Contract.

18.18. Suspension of Work

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

18.19. Nonvisual Accessibility Warranty

18.19.1. The Contractor warrants that the information technology to be provided under the Contract.

- (a) provides equivalent access for effective use by both visual and non-visual means;
- (b) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use;
- (c) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and
- (d) is available, whenever possible, without modification for compatibility with Software and hardware for non-visual access.

18.19.2. The Contractor further warrants that the cost, if any, of modifying the information

technology for compatibility with Software and hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of this Contract, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

18.20. Compliance with Laws/Arrearages

The Contractor hereby represents and warrants that:

- 18.20.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 18.20.2. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 18.20.3. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- 18.20.4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

18.21. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or bona fide agent working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or bona fide agent, any fee or other consideration contingent on the making of this Contract.

18.22. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

18.23. Financial Disclosure

The Contractor shall comply with the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of

Maryland certain specified information to include disclosure of beneficial ownership of the business.

18.24. Political Contribution Disclosure

The Contractor shall comply with the provisions of Md. Code Ann., Election Law Article, Title 14, which requires that every person that enters into a contract for procurement with the State, a county or a municipal corporation or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the aggregate \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period.. The statement shall be filed with the State Board of Elections: (1) before execution of a contract by the State, a county, municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (2) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Election website:
http://www.elections.state.md.us/campaign_finance/index.html.

18.25. Retention of Records and Audit

- 18.25.1. The Contractor and Subcontractors shall retain and maintain all records and documents in any way relating to this Contract for three (3) years after final payment by the State under this Contract, or any applicable statute of limitations, prevailing federal or State law or regulation, or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. The Contractor shall, upon request by the Department, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance. All records related in any way to the Contract are to be retained for the entire time provided under this section.
- 18.25.2 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or Subcontractors' performance under this Contract. In this Contract, an audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's and/or Subcontractor's compliance with the Contract, including but not limited to the adequacy and compliance with established procedures and internal controls over the services being performed for the State.
- 18.25.3 Upon three (3) business days' notice, Contractor and/or Subcontractors shall provide the State reasonable access during normal business hours to their records to verify

conformance to the terms of this Contract. The State shall be permitted to conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting/audit firm, solely at the State's election. The State shall have the right to copy, at its own expense, any record related to the services performed pursuant to this Contract.

18.25.4 Contractor and/or Subcontractors shall cooperate with the State or the designated auditor and shall provide the necessary assistance for the State or the designated auditor to conduct the audit.

18.25.5 The right to audit shall include subcontracts in which goods or services are subcontracted by Contractor and/or Subcontractors and that provide essential support to the services provided to the State under this Contract. Contractor and/or Subcontractors shall ensure the State has the right to audit with any lower tier Subcontractor.

18.25.6. This Section 18.25 shall survive expiration or termination of this Contract.

18.26 Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

HIPAA clauses do not apply to this Contract.

18.27 Payment of State Obligations

Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if: (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland. The State is not liable for interest: (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

19. Administrative Information

19.1. Procurement Officer and Contract Manager

The day-to-day work to be accomplished under this Contract shall be performed under the direction of the Contract Manager and, as appropriate, the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

19.2. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:

State of Maryland
Department of Information Technology

100 Community Place
Crownsville, MD 21032

With a copy to:

Gayle Mealy
Department of Information Technology (DoIT)
100 Community Place
Crownsville, MD 21032
Gayle.Mealy@maryland.gov

If to the Contractor:

Procom Corporation
8260 Patuxent Range Road
Jessup, MD 20794
Attn: Gabe Najjar, President

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

DEPARTMENT OF INFORMATION
TECHNOLOGY



By:
December 5, 2017

Date



Witness



By:

1.25.18

Date



Witness

Approved for form and legal sufficiency this 19th day of January 2018.



Assistant Attorney General

APPROVED BY BPW: 12/20/17
(Date)

3-IT
(BPW Item #)

ATTACHMENT N – CONTRACT AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, **Gabe Najjar** (name of affiant) am the **President** (title) and duly authorized representative of **Procom Corporation** (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID: CORPORATE COUNSEL: MCNAMEE HOSEA, C/O GARTH E. BEALL
Number: _____ *Address:* 6411 Ivy Ln, Suite 200, Greenbelt, MD 20770

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID - N/A
Number: _____ *Address:* _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Proposal Affidavit dated August 31, 2017, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: December 5, 2017

By: Gabe Najjar (printed name of Authorized Representative and Affiant)



_____ (signature of Authorized Representative and Affiant)



CITY OF **COLLEGE PARK**

DEPARTMENT OF PUBLIC WORKS

City Council Discussion
Two-Way Radio System
Replacement
March 17, 2020

Presentation Overview

- Background
- Implementation Plan
- Procurement Process
- Next Steps

Project Background

- Current Analog Radio System (UMD System)
- System over 20 years old
- UMD converting to new MD FiRST and MotoTRBO systems-Radio Costs=\$4K per radio
- Equipment no longer supported
 - Radio coverage spotty in areas
 - Obsolete Equipment/No Parts to repair radios-Shortages
 - Need additional portable radios
 - Expense=\$15K a year to utilize the UMD current system

PROnet Digital Radio System With Integrated Voice & Data (IV&D)

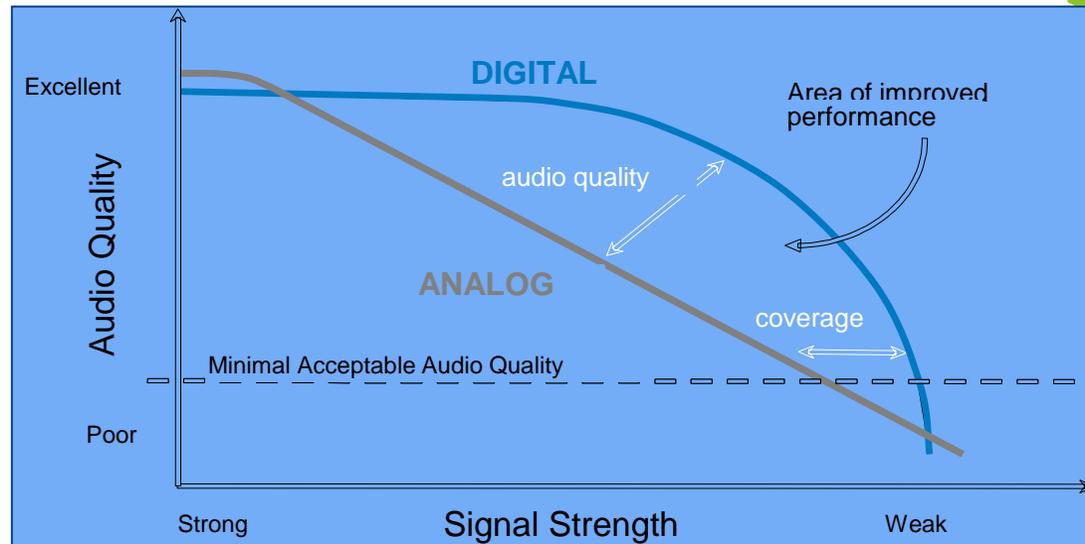


City of College Park, MD

Project Background

- ▶ **New System VHF Benefits:**
 - 5 Year Warranty on all radios
 - Provides larger Coverage area
 - No Annual usage fees paid
 - GPS Capability
 - Dispatch console monitors radios
 - Interop with UMD

PROnet Digital Provides Clearer Voice Over Greater Range



- Numerous public safety entities across the country use MOTOTRBO technology
- Digital technology resides in the equipment
- The decision between VHF & UHF depends on the topography and coverage needed.
- VHF & UHF frequencies are widely used across the US in all industry and public safety.
- Excellent audio quality, free of static and hum
- Reduced interference

PROnet Voice/Text/Logging Screen Shot

The screenshot displays the PROnet Radio Interface software. On the left, a vertical list of radio buses (Bus 161 to Bus 183) is shown. The main area contains four call management panels: CCPS Trans Main, All Call, Private Sch-Bus, and Emergency. Each panel has a PTT button and fields for Session and Sender. On the right, a 'Quick Commands' panel includes 'Cross Patch' and 'TX Passive' options. At the bottom, a 'Recent Calls/Events' table lists call history.

Who is on the system →

Touch Screen PTT →

Call Log →

Cross Patch →

Date	Radio System	Sender	Recipient	Message	Details	Note
9/29/2014 12:35:04 PM	1	Bus 332	CCPS Trans Main	Radio 'Bus 332' calls group 'CCPS Tra...	Members: Bus 332, Gwynn Ed Ctr, ...	
9/29/2014 12:34:57 PM	1	Gwynn Ed Ctr	CCPS Trans Main	Radio 'Gwynn Ed Ctr' calls group 'CC...	Members: Gwynn Ed Ctr	
9/29/2014 12:31:00 PM	1	Gwynn Ed Ctr	CCPS Trans Main	Radio 'Gwynn Ed Ctr' calls group 'CC...	Members: Gwynn Ed Ctr, Bus 332	
9/29/2014 12:30:47 PM	1	Bus 332	CCPS Trans Main	Radio 'Bus 332' calls group 'CCPS Tra...	Members: Bus 332	



All-Call, Group-Call, Private Call

- ▶ Selected One-to-One Privacy
- ▶ Integrated Voice and Data (IV&D) For Capabilities Beyond Voice
 - ▶ Trunking Technology to Support More User Groups

PRIVATE TEXT MESSAGES



INDIVIDUAL ONE-TO-ONE CALLING

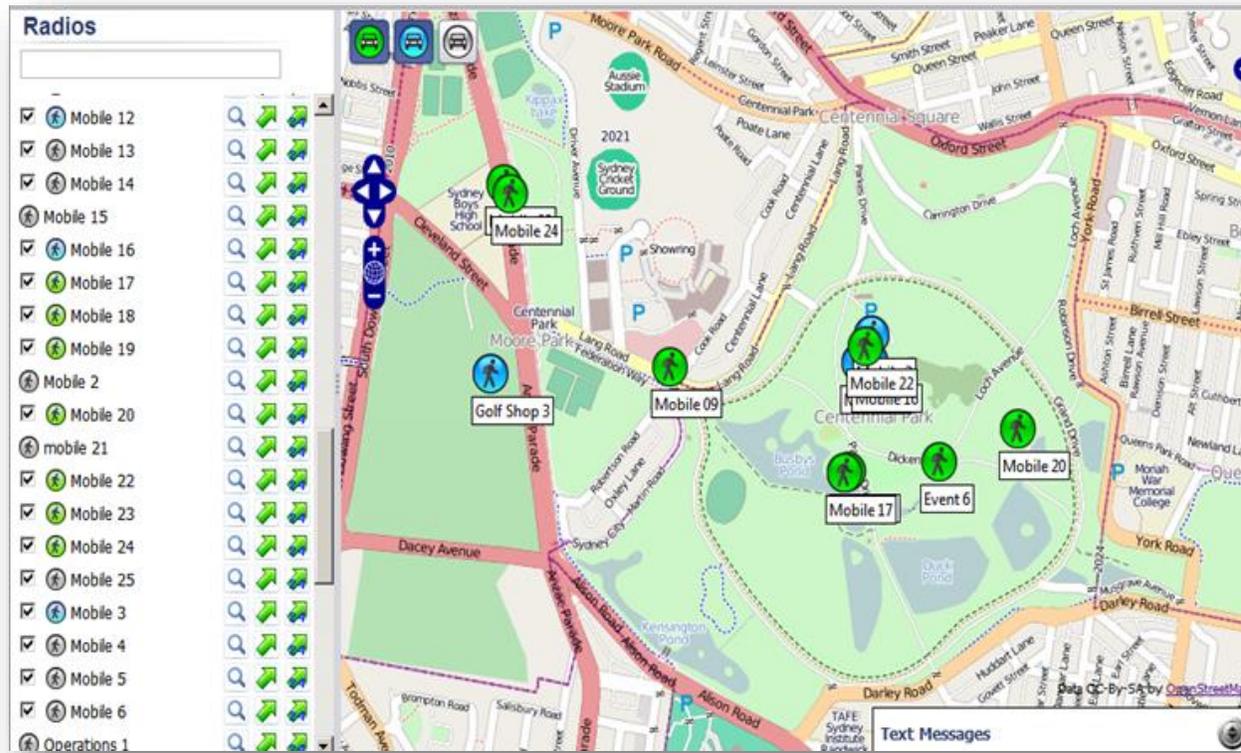


GROUP CALLING & ALL CALLS





PROnet GPS Tracking Screen Shot





PROnet Location Services

- ▶ For Enhanced Safety, Dispatchers Need to Know:
 - ▶ Current position of key personnel and vehicles
 - ▶ GPS for external
 - ▶ Detailed historical reporting
 - ▶ All without recurring monthly subscription fees

Key Technology Improvements Examples

- ▶ Enables interoperability allowing different agencies to communicate among themselves
- ▶ Enables GPS and location services on the radio device, enhancing user safety in an emergency
- ▶ No dependence on UMD System- Costs-Utilize College Park owned radio network

10 Year Cost Comparison

Year 1-5 Cost Comparison

UMD Radio System:		Proposed New DPW Owned Radio System:	
Equipment Upgrade:	\$75,000	New Equipment & Dispatch Solution:	\$140,000
UMD usage Fees:	\$75,000	Dispatch Solution Support:	\$ 6,800
Current GPS Fees:	\$72,000		
UMD 5 Year Spend:	\$222,000	College Park DPW 5 Year Spend:	\$146,800

Years 6-10 Cost Comparison

UMD Radio System:		Proposed New DPW Owned Radio System:	
Equipment Maint:	\$10,000	Equipment Maint:	\$10,000
UMD usage Fees:	\$75,000	Dispatch Solution Support:	\$ 8,000
Current GPS Fees:	\$72,000		
UMD 5 Year Spend:	\$157,000	College Park DPW 5 Year Spend:	\$18,000

Projected Savings: \$214,200
(\$379,000 UMD - \$164,800 CoCP)

In Summary, PROnet Provides These Key Benefits

- Own and control the system
- System stays up during disasters
- Send/receive voice & text transmissions
- All transmissions are logged (recorded) with date and time-stamp
- Track outdoor location of personnel with optional alerts
- Emergency alerts
- Enhanced safety/reduced operating costs

Available Under the Following Contract Vehicles

Mobile Radio Equipment; Communications Consoles and Associated
Equipment; and Installation, Repair and Preventive Maintenance
Services



Contract # 060B3490002



CITY OF **COLLEGE PARK**

DEPARTMENT OF PUBLIC WORKS

Questions

5

Discussion MOU with UMPD for Live Monitoring



CITY OF COLLEGE PARK, MARYLAND
COUNCIL WORKSESSION AGENDA

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

Meeting Date: 03/17/2020

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

Consent Agenda: N/A

Originating Department: Public Services

Issue Before Council: Discussion of an MOU with University of Maryland Police Department for live-monitoring of certain City security cameras through FY21

Strategic Plan Goal: Goal 4: Quality Infrastructure

Background/Justification:

The University of Maryland Department of Public Safety (UMPD) live monitors eighteen (18) CCTV pan-tilt-zoom (PTZ) security cameras in Old Town and three (3) on Baltimore Avenue between Lakeland and Berwyn House Roads for a total of 21 PTZ cameras. UMD provided this service at no cost for three (3) years until the original MOU expired at the end of FY14. Subsequent MOUs between the City and UMPD reflect the following cost per camera and total costs. Continued UMPD MOU for monitoring in FY21 must be approved by City Council. An increase in cost of 3% is anticipated.

Live Monitoring Costs

Year(s)	Cost per Camera	Total Annual Cost (21 cameras)
FY15	\$6,130	\$128,730
FY15 - FY18	\$6,698	\$140,658
FY19	\$6,899	\$144,879
FY20	\$7,106	\$149,226
FY21	\$7,319	\$153,702

UMPD Deputy Chief David Lloyd provided answers to Council questions regarding monitored cameras presented at the Worksession on September 17, 2019. City staff provided answer to questions as well. This information is attached.

The text of the attached FY20 MOU is the anticipated FY21 MOU text. An annual increase of 3% would result in a total of \$153,702.

The MOU has always provided an alternative such that UMDPS will provide record-only services for CCTV cameras at the following annual unit prices: At an anticipated increase of 3% the costs would be:

Record-Only Services

Year	Cost per Camera	Total Annual Cost (21 cameras)
FY19	\$642	\$13,482
FY20	\$661	\$13,881
FY21	\$681	\$14,297

If the City were to implement this record-only alternative, the City would realize a savings of \$139,405 in FY21. This would allow the City to purchase approximately 5 new camera installations, including installation and maintenance by Hitachi, the City's service provider for the City's cameras. This would assume no additional charges for forensic data retrieval, which may or may not be agreeable to UMD.

Another alternative would be to migrate from the live monitored, or centrally stored data cameras to stand alone camera installations which store video data onsite and are accessible for remote download. These are the types of cameras the City has installed in other locations and is planning for future projects. The key

difference between live monitored cameras and stand alone “PODSS” is the timeliness of data access. Live monitored camera data access by police at an operations center is immediate. Police access to data from our stand alone cameras at this time is dependent upon a request for data to our vendor, the number of cameras data is requested from for a particular incident, and the length of time for which data is requested. Our vendor then downloads and saves data from each camera for the time period requested and provides police investigators with online access to the downloaded data. This access is usually provided within one business day. Large volumes of data may take an additional business day. Our vendor is updating software to allow selected police investigators with remote access to our cameras data.

A map of existing camera locations and an inventory of camera projects are attached.

Fiscal Impact:

Varies greatly depending upon live versus record-only services and other options.

Council Options:

1. Approve and authorize the City Manager to sign an agreement with direction to continue with live camera monitoring services through FY21.
2. Approve and authorize the City Manager to sign an agreement with direction to switch to record-only camera data services with UMPD.
3. Approve and authorize the City Manager to sign an agreement with direction to migrate to PODSS cameras with unit data storage and allow police data access.
4. Approve another option.
5. Not approve continuing the MOU and cease UMD monitoring services without another option for data retrieval.

Staff Recommendation:

Staff will take direction from Council.

Attachments:

1. FY20 MOU
2. UMPD response to Council questions
3. Security Camera Projects as of 13 Mar.2020
4. Security Camera Maps

UMDPS/CITY OF COLLEGE PARK

Memorandum of Understanding

CCTV CAMERA MONITORING

I. OVERVIEW & TERM

This Memorandum of Understanding (MOU) is an agreement between the University of Maryland, College Park, Department of Public Safety (UMDPS) and the City of College Park (CCP) relating to the provision of monitoring services for CCP closed circuit television (CCTV) cameras in the UMDPS Security Operations Center (SOC). This MOU in essence continues the agreement entered into by the parties for the period of time commencing on July 1, 2014 and ending on June 30, 2018, with some terms and provisions being modified. The parties have operated in accordance with the terms of this MOU and deem it to be effective retroactively as of July 1, 2018 through June 30, 2020.

II. STAFFING & SUPERVISION

All individuals working in the SOC are employed by UMDPS and function under the direction of a full-time UMDPS professional staff member. The SOC will provide staffing necessary to monitor the CCTV cameras referenced in Exhibit A, which is attached and incorporated in this MOU. A full-time professional UMDPS employee will be on call at all times when an on-duty supervisor is not scheduled or otherwise available in the SOC. Although UMDPS employees are assigned to work in the interest of CCP pursuant to this MOU, they are hired, trained, and directly supervised by UMDPS employees. CCP is encouraged to provide feedback related to SOC employee performance, either positive or negative, if noteworthy performance is observed.

III. UNIFORMS & OPERATIONAL COSTS

Employees of the SOC wear a set uniform for daily operations as dictated by SOC policy. Component costs of the service fee include, but are not limited to:

- purchase of required uniform items for use by SOC employees.
- equipment in the SOC itself, including high-definition CCTV monitors, computers, keyboards, video controllers, consoles, network and other storage and recording devices, etc.
- maintenance of the above referenced equipment.
- wages, salaries, and benefits of SOC employees associated with supervision, monitoring, video review, and coordination with the City's vendor for camera maintenance.
- training of SOC employees.

IV. COMMUNICATIONS & RELATIONS

All persons involved will be responsible for promptly returning telephone calls, email, and other communiques. Meetings may be scheduled as appropriate or requested to address issues of interest to either party. These meetings will take place as needed or requested by either party to this MOU. CCP is strongly encouraged to notify UMDPS by calling (301) 405-3555 whenever any suspicious or illegal activity is suspected to be taking place.

V. SERVICE & MAINTENANCE OF CAMERAS

Service and maintenance for the cameras being monitored pursuant to this MOU is provided by a vendor selected and hired by CCP. UMDPS will coordinate directly with the contractor to report service needs and CCP will receive copies of all service requests sent to the contractor.

The only responsibilities of UMDPS with respect to service and maintenance are to make timely notification of camera malfunctions and to coordinate with the CCP contractor, as needed, to allow interface access. UMDPS bears no responsibility for the maintenance of these cameras, nor for the inability to manipulate, monitor, or record images due to malfunctioning cameras. Following repair, it is the responsibility of CCP to ensure that the contractor of choice makes notification to UMDPS that the camera is back in service.

CCP may choose at any time to contract with a different organization for service and maintenance but must provide the contact information and arrange a meeting between UMDPS, CCP, and the new contractor to determine notification procedures.

VI. TRAINING & PERFORMANCE

No SOC employee will be assigned to monitor cameras without having first been trained by UMDPS personnel. SOC employee training will be augmented as needed. The cost of training is a component of the fee for services and will be provided as necessary by UMDPS personnel.

VII. MONITORING OF CCTV CAMERAS BY SOC PERSONNEL

SOC employees will monitor the cameras referenced in Exhibit A, located within the City of College Park. Using equipment provided by UMDPS, SOC employees will perform the following tasks:

- For those cameras identified by CCP, monitor the areas within camera range by conducting prescribed camera rounds and patrols 24 hours per day, 7 days per week with the exception of the Genetec tag reader cameras;

- Notify University of Maryland Police Department (“UMPD”) of any unusual/illegal circumstances;
- Record all activities captured by the cameras on a 24 hour per day, 7 days per week basis; and
- As appropriate and when requested, review recorded video footage and provide evidence to local police officers and UMPD and other approved agents of CCP/UMD to assist with cases.

Additionally, at CCP's request, UMDPS will make cameras available for viewing by CCP personnel in the SOC. CCP must contact the SOC Manager or Commander in advance to arrange to view cameras in the SOC. Due to the nature of camera monitoring and recording, there is no guarantee that all incidents will be captured, even if they occur within the potential purview of the cameras covered under this MOU. Because SOC personnel are able to view a very limited number of cameras or areas at any given time, an incident may occur on a camera that is not currently under observation at the time of the incident. While not being actively monitored by SOC personnel, each of the CCP cameras is programmed to cover the broadest area possible. Because each camera has a wide field of view, a camera may be "looking" in one area while an incident is occurring in another. If a camera is pointed in one direction and an incident is occurring in a different location, the incident will not be captured or recorded.

VIII. SERVICE FEES

This MOU commenced in Fiscal Year ("FY") 2019 (July 1, 2018) and continues through FY 2020 (June 30, 2020). It reflects a 3% increase in fees for FY 2020, rounding up to the nearest dollar. The annual unit price for monitoring services under this MOU is \$6,899 per camera for FY2019, \$7,106 per camera for FY2020.

The total for monitoring all twenty-one CCP CCTV cameras is as follows:

FY 2019 - \$144,879.00
 FY 2020 - \$149,226.00

UMDPS will provide record only services for the Genetec tag reader ("LPR") cameras listed on Exhibit A at no charge so long as CCP chooses to have all of its CCTV cameras listed on Exhibit A monitored.

In the alternative, UMDPS will provide record-only services for CCTV cameras identified by CCP at the following annual unit prices:

FY19 - \$642 per camera
 FY20 - \$661 per camera

CCP shall provide at least 45 days' prior written notice to UMDPS of a request to change the designation of a monitored CCTV camera to a record-only camera. In the event that CCP decreases the number of CCTV cameras being monitored in favor of making them record only, CCP will be charged for the record-only services that would otherwise be due for the LPR cameras on a prorated basis beginning on the date the first camera is switched from monitoring to record-only.

Additional cameras brought online within CCP's area of responsibility may be covered under the same provisions of this MOU upon written amendment signed by both parties. Service fee adjustments necessitated by changes in the number of cameras being monitored over the life of this MOU will be prorated based on unit price from the point the services for each camera begin or end.

Should this MOU expire without a new agreement being signed, and in order to insure continuity of service, UMDPS will continue to monitor and record at the level of service in place as of the expiration of this MOU at a continuing fee escalation of 3% per year rounding up to the nearest dollar. The fee increase will become effective on July 1st of each year that a new agreement is not signed, and billed for accrued amounts as necessary.

An invoice for services rendered in FY19 will be sent to CCP from UMDPS on July 15, 2019.

An invoice for services rendered in FY20 will be sent to CCP from UMDPS on July 15, 2020.

IX. NON-COMPLIANCE AND TERMINATION

In the event of perceived non-compliance with any aspect of this MOU, written notification must be made to the other party. Written response to any complaint will be made within five (5) business days from the date the complaint is received. Repeated failure on the part of either party to comply with the terms of this MOU after written notifications of such failure to the other party may result in termination of this MOU. In addition to termination for non-compliance, this MOU may be terminated by either party after thirty (30) business days' prior written notice. In the event this MOU is terminated for any reason, fees to which UMDPS is entitled will be determined and payable at the time of service termination on a prorated basis.

X. AGREEMENT OF THE PARTIES

This MOU constitutes the entire understanding between the parties. No modification or addition to this MOU shall have any effect unless made in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this MOU this _____ day of _____, 2019, which is the date that the last signatory signs this MOU.

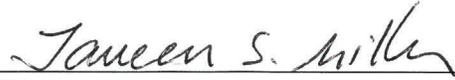
City of College Park:



Scott Somers, City Manager

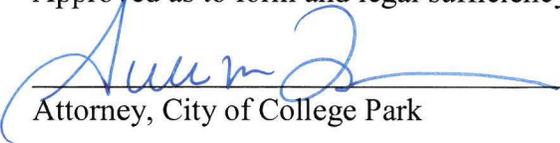
Date: 10/24/19

Witness:



Name:

Approved as to form and legal sufficiency:



Attorney, City of College Park

University of Maryland, College Park:



Carlo Colella,
Vice President for Administration and Finance
University of Maryland College Park

Date: 11-8-2019

Witness:



Name:

EXHIBIT A

1. Project Title: Old Town "MESH" Wireless
Status: Monitored by UMPD FYI 5 (07/01/2014 - 06/30/2015)
Cameras: 15-PTZ 4- LPR

2. Project Title: Hartwick Road at Princeton Avenue
Status: In Servicefor Monitoring (01/01/2015 - 06/30/2015)
Cameras: 1 -PTZ

3. Project Title: Guilford Road — Calvert Hills
Status: In Servicefor Monitoring (01/01/2015-06/30/2015)
Cameras: 2-PTZ 1-LPR

4. Project Title: Lakeland/Baltimore Avenue
Status: In Servicefor Monitoring (03/01/2015 -06/30/2015)
Cameras: 3-PTZ 2- LPR

Key:

BJAG Byrne Justice Assistance Grant through GOCCP:

CCTV = Closed Circuit Television/Fixed Focus Security Camera

GOCCP = Governor's Office of Crime Control & Prevention

LPR—License Plate Recognition and Recording Security Camera

PTZ = Pan/Tilt/Zoom Remote Controlled and Monitored Security

UMPD – City of College Park MOU FAQs related to CCTV Camera Monitoring

In response to the questions that were posed to the University of Maryland Police Department (UMPD) after the September 17, 2019 College Park Council meeting, the UMPD staff in the Security Operations Center (SOC) worked to locate the requested information with the available data.

The SOC is an important component of the combined police effort in the City of College Park. With the policing resources invested by Prince George's County Police Department, the City of College Park through the contract officer and part-time officer program along the heavy investment from the University of Maryland Police Department, these efforts help form a "safety blanket" in the College Park area. This combined and coordinated work along with the involvement of the SOC have positively impacted the crime reduction mission. Below are the responses to the eight questions that were posed:

1. In 2019, how many of the 21 cameras were used to identify, in real time, a live incident?

FY 2019 - SOC observed 30 incidents in real time which prompted some sort of police response/service. Two of these incidents were captured on two cameras. In total, SOC observed real time incidents on 13 of the 21 cameras. These incidents included suspicious activity (vehicle and person), malicious destruction of property, urinating in public, fights/assaults, and intoxicated individuals/check on welfares. The majority of these incidents were assaults/mutual combatants.

704-1	713-2
706-3	715-1
707-1	717-3
708-2	718-1
710-1	741-1
711-14	742-1
712-1	

FY 2020 till 10/15/19 - SOC observed 12 incidents in real time which prompted some sort of police response/service. Five of these incidents were captured on two cameras. In total, SOC observed real time incidents on 5 of the 21 cameras. These incidents included suspicious activity (vehicle and person), controlled dangerous substance violations, fights/assaults, and intoxicated individuals/check on welfares. The majority of these incidents were assaults/mutual combatants.

700-2	717-2
710-3	740-1
711-9	

2. How many of those resulted in an arrest?

One incident resulted in an arrest in FY2020. None of these incidents resulted in an arrest in FY2019. Given that a majority of our calls were assaults/fights in progress, officer's speedy response usually ended the fighting. With suspects fleeing upon hearing/seeing officers arriving, or neither party wanting to press charges. We do not have the ability to adequately articulate if the assaults/fights were not seen by SOC early on what could have occurred if the incidents spiraled into a more serious incident (1st degree assault / serious injuries / more combatants).

Some situations resulted in suspects being stopped and identified by patrol officers, and subsequently released from the scene. With others incidents, suspects were no longer on scene when officers arrived. With the injured persons/check on welfare calls, officers and EMS responded and determined if the individual needed to be transported for medical treatment.

3. In 2019, how many of the 21 cameras were accessed after a reported incident?

FY2019 - SOC conducted 29 reviews at the request of PGPD. During these reviews, College Park cameras were used 87 times. The cameras accessed were:

700-1	711-5
701-3	712-3
702-3	713-5
703-2	714-4
704-5	715-3
705-7	717-2
706-4	718-2
707-1	719-1
708-4	740-8
709-3	741-10
710-5	742-6

FY2020 through 10/15/19 - SOC has conducted 7 reviews at the request of PGPD. During these reviews College Park cameras were used 21 times. SOC has 4 current pending PGPD reviews in our workflow. The cameras accessed were:

703-2	717-1
704-2	718-1
705-1	740-1
707-1	741-3
710-2	742-4
711-3	

4. How quickly, on average, is that forensic video produced?

When producing forensic video, the amount of time necessary to complete such a task varies depending on the circumstances of the incident. They are as follows:

- **Timeframe:** The longer the requested timeframe, the longer it takes the reviewer(s) to complete the task.
- **Number of suspects:** The more suspects involved, the longer it will take to capture and record each suspect.
- **Tracking:** If a possible suspect or vehicle is seen continuously moving around the city, it takes our reviewer(s) a considerable amount of time, in order to capture and gather as much footage as possible.
- **Number of cameras:** If the area in which the incident occurred is saturated with many cameras, the more time is required by the reviewer(s) in order to gather all of the possible video evidence.
- **Emergency reviews:** If an incident has just occurred, reviewer(s) must respond quickly to ever updating information in order to successfully gather as much forensic video as possible.
- **Severity of incident:** Incidents that are severe in nature, take precedent over less severe incidents, and therefore are completed first and with haste.

- When a request is received: The reviews are completed in the order in which they were submitted. Older reviews will be completed first, so that the footage is present for us to review. Our footage generally stores video data for about a month, so it imperative that reviews are requested in a timely fashion.

All of these variables effect the length of time that each reviewer must spend in order to effectively and efficiently produce forensic video evidence.

5. How many of those resulted in an arrest?

UMPD cannot answer this question. SOC conducts a video review and gives the requesting FGPD detective a report of what is found. What the detective does with that information and the ultimate outcome of the case is not relayed back to SOC.

In FY 2019, out of 29 requested reviews, SOC found video footage with evidentiary value in 15 cases. In an additional case, FGPD requested a raw burn of all video footage from the city cameras since the case involved a homicide.

In FY 2020, out of 7 requested reviews, SOC found video footage with evidentiary value in 3 cases.

6. How many of the 21 cameras are monitored at any given time?

The city cameras are monitored in group 3 along with Mowatt Lane Garage cameras. One monitor is assigned to conduct rounds of the cameras in this group. These rounds can take monitors approximately 25-45 minutes. Additionally, one city camera is always monitored on one of SOC's wall mounted TVs. The supervisor of the shift selects what camera will be displayed on the wall mounted TV. This decision is determined by which coverage area is the busiest during that time frame.

When an incident occurs within view of one or more city cameras, all monitors stop their routine rounds and begin to watch city cameras in the area that may be able to see the incident. Additionally, monitors will as watch secondary cameras in the area in case the incident becomes mobile/moves.

7. What is UMPD's most recent overall budget for the monitoring all cameras, including the 21?

Approximately \$2,000,000 / The UMPD budget does not specifically line item SOC costs. However, the \$2,000,000 amount is a conservative estimate based upon the direct costs to staff and operate the unit.

8. Are there other entities that fund video monitoring for UMD, like CP does?

The SOC has agreements with the following entities:

Department of Transportation Services, Capstone Management Corporation (Courtyards) and the Office of the Vice President of Student Affairs (graduate Halls and Graduate Gardens).

City of College Park Security Cameras Status Report March 2020

-
- 1. Project Title: Municipal Garage**
- | | | | |
|---------------------|---|-----------------------|--------|
| Cameras: | 25- Fixed CCTV | 2- PTZ | 1- LPR |
| | Costs | Funding Source | |
| Original: | \$ 53,353.00 | BJAG/GOCCP Grant | |
| Maintenance: | No Fixed Cost | City | |
| Monitoring: | N/A | City | |
| Power: | Included in Garage Costs | City | |
| Comments: | Data stored on City-server and provided to police agencies for investigative purposes | | |
| Status: | Installation Complete. Cameras Active | | |
-
- 2. Project Title: Old Town “MESH” Wireless**
- | | | | |
|---------------------|---|-----------------------------|--|
| Cameras: | 15- PTZ | 4- LPR | |
| | Costs | Funding Source | |
| Original: | \$ 500,000.00 | BJAG/GOCCP Grant | |
| Maintenance: | \$ 171,816.96 | City Funded 5-Year Contract | |
| Monitoring: | \$ 96,000.00
(\$6,400/PTZ/Year) | City funded; UMPD monitors | |
| Power: | \$ 4,800.00/Year | City | |
| Comments: | PTZ Cameras are actively monitored by UMPD-SOC at annual cost to the City | | |
| Status: | Installation Complete. Cameras and Monitoring Active. Hitachi will redesign signal paths for enhanced camera stability when a fiber optic connection becomes available. | | |
-
- 3. Project Title: Rhode Island Avenue and Edgewood Road**
- | | | | |
|---------------------|--|-----------------------|--|
| Cameras: | 4-LPR (each lane exiting the intersection) | | |
| | Costs | Funding Source | |
| Original: | \$ 68,244.00 | City | |
| Maintenance: | TBD | City | |
| Monitoring: | N/A | City | |
| Power: | N/A | City | |
| Comments: | Data stored on-site; accessible to police agencies via vendor data links since 01/01/16. | | |
| Status: | Equipment installed and recording. | | |
-

**City of College Park Security Cameras Status Report
March 2020**

7. Project Title: Trolley Trail, and Davis Field

Cameras:	6-PTZ	1- LPR
	Costs	Funding Source
Original:	\$ 125,000.00	BJAG/GOCCP
Original:	\$ 25,000.00	City
Maintenance:	Added to maintenance contract	City
Monitoring:	Wireless Access	City
Power:	N/A	City
Comments:	Data stored on-site and accessible to police agencies via vendor data links.	
Status:	Complete. Data stored on-site; accessible to police agencies via vendor data link since 01/01/16.	

8. Project Title: Proposed Phase 7 (Lakeland, Berwyn, Duvall Field, Trolley Trail at Lackawanna, METRO at Lackawanna)

Cameras:	8-PTZ	2- LPR
	Costs	Funding Source
Original Estimate:	\$ 225,000	BJAG/GOCCP <i>(Application 07/16 DENIED)</i>
Maintenance:	TBD	City
Monitoring:	Wireless Access	City
Power:	TBD	City
Comments:	Data to be stored on-site and accessible to police agencies via Added to maintenance contract.	
Status:	Grant Applications to GOCCP for funding in FY16, FY17 and FY18 were denied. Application submitted for FY19. City was awarded a reduced amount which is being used to fund Project #9.	

**City of College Park Security Cameras Status Report
March 2020**

9. Project Title: Trolley Trail North & Duvall Field (Greenbelt Rd to Edgewood Rd)

Cameras: 3-multi fixed focus CCTV

	Costs	Funding Source
Original Estimate:	\$49,459.84	BJAG/GOCCP (Application 08/18)
Maintenance:	Contract Amended	City
Monitoring:	Wireless Access	City
Power:	PEPCO	City
Comments:	Data to be stored on site and accessible to police agencies via the Internet	
Status:	Grant Application for FY19, requesting \$141,398.00 Submitted to GOCCP August 2018; Notice of award of \$49,998.00 received in December 2018. Equipment delivered for installation of 3 multi-focus security cameras in North College Park at Duvall Field, Rhode Island Avenue at Edgewood Road and Lackawanna at Metro.	

10. Project Title: Trolley Trail South (Harvard Road to Albion Road)

Albion Road at Baltimore Avenue; and Trolley Trail at Albion Road; Amherst Road, Drexel Road, Harvard Road and WMATA building.

Cameras: 6-multi fixed focus CCTV

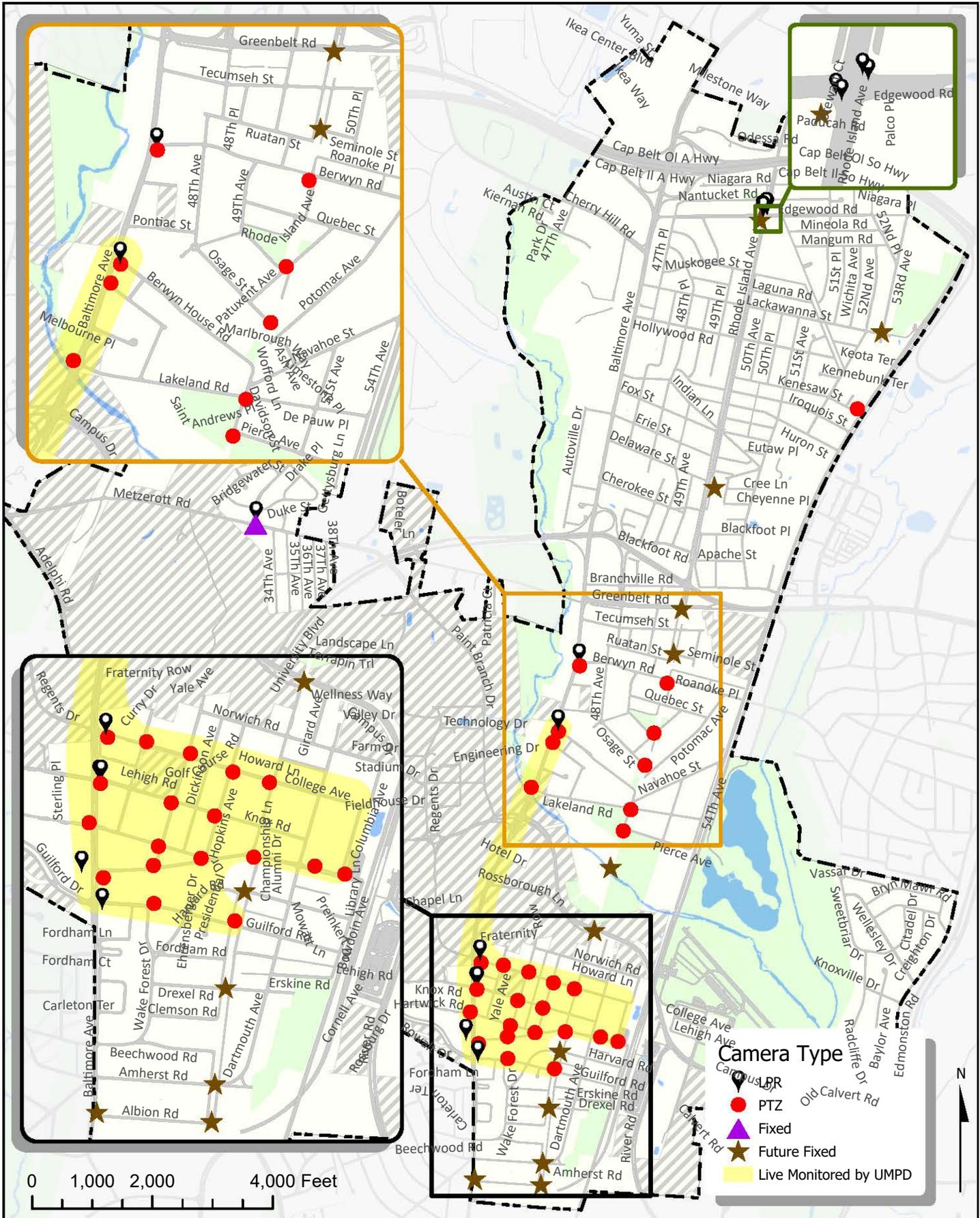
	Costs	Funding Source
Original Estimate:	\$152,000.00	CPCUP to reimburse City \$119,221.75 from CPTED grant; remainder to be funded by C.I.P
Maintenance:	Added on to existing contract from total estimate	City
Monitoring:	Wireless Access	City
Power:	PEPCO	City
Comments:	Data to be stored on site and accessible to City and police agencies via the Internet	
Status:	CPCUP has funding available from a Crime Prevention Through Environmental Design (CPTED) grant for Trolley Trail safety. This is a reimbursable grant, so the City will have to first spend approximately \$120,000 from FY 2020 CIP funds and then be reimbursed an additional location was added outside of city limits at the WMATA building along the trail for resident safety between neighborhoods (estimated maximum cost is \$26,000.00). This should provide 6 locations as listed above depending on infrastructure (e.g. ability to use existing utility poles, access to power). The current City security camera vendor is preparing a proposal.	

**City of College Park Security Cameras Status Report
March 2020**

11. Project Title:	Trolley Trail (Campus Drive north to Greenbelt Road)	
	Campus Drive at Ped-Bike Crossing; Trolley Trail between Campus Drive and Pierce Avenue; Trolley Trail/ Rhode Island Ave & Seminole Street; Trolley Trail/ Rhode Island Avenue @Greenbelt Road	
Cameras:	4 multi fixed focus CCTV	
	Costs	Funding Source
Original Estimate:	\$104,000.00	City unless grant funds become available.
Maintenance:	Added on to existing contract from total estimate	City
Monitoring:	Wireless Access	City
Power:	PEPCO	City
Comments:	Data to be stored on site and accessible to City and police agencies via the Internet	
Status:	When GOCCP posts a NOFA an application for a grant will be submitted. Otherwise, the source of funds will need to be CIP. These locations were determined not to be eligible for CPTED/CPCUP grant funds.	

City of College Park Security Camera Locations

Created by: College Park Engineering
 Source: College Park GIS, M-NCPPC
 Created: 10/11/2019



6

Special Session

20-G-54

Approval of an
Amendment to Mayor
and Council Rules and
Procedures in
State of Emergencies



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

Prepared By: Suellen M. Ferguson
City Attorney

Meeting Date: March 17, 2020

Presented By: Suellen M. Ferguson, City Attorney

Agenda Item: 20-G-54

Originating Department: Administration

Issue Before Council: Adoption of a Resolution to amend Council Rules and Procedures to authorize elected officials to participate in Mayor and Council public meetings by telephone or other means that is publicly accessible during certain emergencies.

Strategic Plan Goal: Goal 5: Effective Leadership

Background/Justification: The Mayor and Council have adopted Rules and Procedures for the governance of public meetings. Currently, the Mayor or a Council member may participate fully in a public meeting only when physically present. Based on recent events, amending the rules to allow for an elected official to participate by phone or other format that is generally accessible to the public during an emergency was discussed. The proposed rule change allowing an elected official to participate even when not physically present applies only during emergency events that substantially impact the ability to safely meet as a legislative body, or that require one or more elected officials to be quarantined or to self-quarantine.

Recent information from the Maryland Municipal Attorneys' Association is attached for reference.

Fiscal Impact:
None.

Council Options:

- 1) Approve 20-G-54 in a special session
- 2) Amend and approve 20-G-54
- 3) Decline to approve 20-G-54

Staff Recommendation:
Option #1

Recommended Motion:
I move to approve Resolution 20-G-54, which amends the Council Rules and Procedures to allow for an elected official to participate by phone or other format that is generally accessible to the public during emergency events that substantially impact the ability to safely meet as a legislative body, or that require one or more elected officials to be quarantined or to self-quarantine

Attachments:
Draft Amended Rules and Procedures
Maryland Municipal Attorneys Association Summary of Conference Calls and Virtual Meetings Under Maryland's Open Meetings Act

RULES AND PROCEDURES FOR
THE MAYOR AND CITY COUNCIL OF COLLEGE PARK

I. ADOPTION, REVIEW AND AMENDMENT

A. Adoption. These rules are adopted pursuant to the authority provided in Art. VI, § C6-1 of the City Charter.

B. Biennial Review. These rules and procedures shall be scheduled for review by the Mayor and City Council during the first January Worksession after an election. Public notice and an opportunity for public comment shall be provided prior to making changes to these rules. Changes in procedures may be made by majority vote of the Mayor and City Council at the Regular Meeting after the change in rules or procedures is proposed.

C. Rescission, Amendment, and Suspension of Rules. A motion to rescind or amend the rules and procedures previously adopted or a motion to suspend these rules and procedures may be brought pursuant to the appropriate section of Robert's Rules of Order.

II. GOVERNANCE PROCESS/COUNCIL-MANAGER DELEGATION

Policy 1. Governance Process. The Mayor and Council, on behalf of the residents and visitors of the City of College Park, govern with respect to achieving the City's Mission - The City of College Park provides open and effective governance and excellent services that enhance the quality of life in our community.

Policy 2. City's Interests Come First. Councilmembers will consider the needs and interests of all people in the City, not only the residents in their district.

Policy 3. Governing Style. The Mayor and Council will govern with an emphasis on: (a) outward vision rather than internal processes, (b) encouragement of diversity in viewpoints, (c) strategic leadership more than administrative detail, (d) clear distinction of Mayor, Council, and

City Manager roles, (e) collective rather than individual decisions, (f) future rather than past or present, and (g) striving to be proactive rather than reactive.

Policy 4. Mayor and Council Code of Conduct (Chapter 38 of the City Code). The Mayor and Council commits itself and its members to ethical, professional, and lawful conduct, including proper use of authority and appropriate decorum.

Policy 5. Mayor and Council-Management Delegation. The Mayor and Council's connection to the operation of the organization is through a City Manager as provided in the City Charter. The Mayor and Council will direct residents to appropriate departments when resident inquiries arise that concern the delivery of City services.

Policy 6. Accountability of the City Manager. The City Manager is accountable to the Mayor and City Council and is the Mayor and Council's link to the operational achievement and conduct of City staff.

III. LEGISLATIVE ACTIONS

The City Council affirmatively acts by voting at City Council meetings. Four types of legislative actions taken at City Council meetings are General Motions, Resolutions, Ordinances, and Charter Amendments.

A. General Motions. General motions are used for approval of a City position or a letter, to give direction to staff, to approve contracts, or to set policy. They do not update the City Code or Charter.

B. Resolutions. Resolutions are used to set forth legal decisions and official positions of the City, to set policy, to establish commissions, and to implement programs. Resolutions do not update the City Code or Charter and do not have specific public hearing requirements. Resolutions may be introduced and voted on at the same meeting, and are usually effective immediately upon adoption.

C. Ordinances.

1. Purpose and Requirements. The City Council updates the City Code and adopts other measures as required by State law, by Ordinance, which is enacted pursuant to the provisions of Article VIII of the City Charter. An Ordinance requires an introduction and a public hearing prior to adoption.

2. Public Hearing; Notice. As required by Art. VIII, § C8-2, a public hearing shall be held on proposed ordinances following the advertisement of the ordinance or a fair summary thereof on City-controlled media such as the City website, cable channel, bulletin board and City email listserv. Emergency ordinances shall be considered pursuant to § C8-2B of the College Park Charter.

3. Majority vote. The affirmative vote as per the attached Voting Requirements chart shall be required for the adoption of ordinances. The vote can be held at the same meeting following the Public Hearing or during a subsequent meeting.

4. Adoption. The Council shall not adopt an ordinance or ordinance amendment at the same meeting at which the ordinance is introduced unless it is declared an emergency ordinance. Ordinances shall become effective upon expiration of twenty (20) days following Council approval unless the Council declares otherwise.

D. Charter Amendment Resolutions. Charter Amendment Resolutions are used only to amend the City Charter. Charter amendments may be enacted by charter resolution pursuant to the provisions of §4-301 *et seq.*, of the Local Government Article, Annotated Code of Maryland, and the City Charter. Prior to adoption, a public hearing shall be held on charter resolutions initiated by the Council following advertisement of the resolution or a fair summary thereof on the City website, cable channel, bulletin board and City email listserv and publication in a local newspaper of general circulation. The Council shall not adopt a charter resolution at the same meeting at which it is introduced. The pre-adoption notice and publication requirements of this subsection, as well as the requirement that the charter resolution not be adopted at the meeting at which it is introduced, are self-imposed and may be overridden by the Council by a majority vote.

IV. MEETINGS

A meeting occurs when a quorum of the Mayor and City Council convenes to consider or transact public business (Section C6-2 of the City Charter).

A. Meeting Schedule. An annual meeting schedule shall be approved by the Mayor and City Council at its first Regular Meeting in December of each year. Public notice of any changes to the meeting schedule shall be provided as soon as possible. In an election year, the schedule shall be approved by the new Council. Any time requirements related to amendments to agendas and submission of meeting materials will be adjusted accordingly when the meeting is held on a day other than Tuesday.

B. Regular Meetings. The Mayor and Council shall normally meet in Regular Meetings on the second and fourth Tuesday of each month if necessary, but, in no event, less frequently than required by Art. VI, § C6-1 of the Charter. The Mayor and Council may meet on other days when, in its judgment, an alternative day is either necessary or desirable. Regular meetings are the voting sessions when the Mayor and Council take official action.

C. Worksessions. The Mayor and Council will normally meet in Worksession meetings on the first and third Tuesday of each month. The Mayor and Council may meet on other days when, in their judgment, an alternative day is either necessary or desirable. Additional Worksessions may be scheduled by the Mayor and City Council as required. During Worksessions, the Mayor, Council, and staff hear presentations, discuss the merits of proposed legislation, discuss details of proposed programs, and give direction to staff. When necessary, the Mayor and Council may enter into Special Session during a Worksession. Special Sessions allow the Mayor and Council to take action on items when time doesn't allow for action to occur at the next Regular meeting.

D. Special Meetings. The Mayor and City Council may meet in Special Meetings upon written request of either the Mayor or two members of the City Council. Notice of Special Meetings shall be given to each Councilmember at least twenty-four (24) hours in advance of such Special Meeting and shall contain the purpose, date, time and place of such meeting. The matter or matters to be considered at a Special Meeting of the Mayor and City Council shall be stated in

the call to the meeting. No other matters shall be considered unless all members of the Mayor and Council are present.

E. Emergency Meetings. Emergency Meetings may be called with the consent of two-thirds of the Mayor and City Councilmembers available for matters constituting a severe and imminent danger to the health, safety or welfare of the public. Notice of such meetings shall be given as is feasible under the circumstances.

F. Closed Sessions. The Mayor and City Council may close a meeting to the public by a vote in open session under the circumstances, conditions and for reasons set forth in Art. VI, § 6-3 of the Charter. Public notice and summaries of Closed Sessions are provided as required by law. Councilmembers shall not disclose to anyone the information discussed in a Closed Session, unless the Council affirmatively votes to allow a member or the body to do so.

G. Information Meetings. The Mayor and City Council may hold Information Meetings on specific topics. For example, Information Meetings can provide the Mayor and Council the opportunity to discuss possible City legislation or projects with residents and other stakeholders and obtain feedback in advance of drafting legislation. It can provide a forum outside the Worksession for an in-depth discussion of an issue, which may be particularly useful if the anticipated presentation and discussion requires an hour or more. The Mayor and City Council will determine the rules governing presentations made at such meetings. A quorum is not required, and the Council will not vote on any item.

H. Limitation on Number of Meetings. No more than four meetings may be held in any given month, unless approved by a majority of the Council present and voting. Except in the event of an emergency as determined in subsection E, in no event may Council approve more than two additional meetings in any given month.

I. Place of Meeting.

1. Generally. All meetings of the Mayor and City Council, unless otherwise determined, shall be held at the Department of Public Works, Davis Hall, 9217 51st Avenue, College Park,

Maryland. In addition to the customary forms of notice, the notice of change in meeting place shall be prominently posted on the door of the regularly scheduled meeting place.

2. Emergencies. In the event of an emergency that has been declared by the State, Prince George's County, or by the City through the City Manager, and that substantially impacts the ability to safely meet as a legislative body, or that requires one or more elected officials to be quarantined or to self-quarantine, the Mayor and Council may authorize participation of any or all of the elected officials in a public meeting by telephone or other format that is accessible to the public. Any elected official participating as authorized in this paragraph may be counted as part of the quorum, and may participate in and vote on any matters that come before the Mayor and Council.

J. Meeting Time. Meetings of the Mayor and City Council shall begin at 7:30 p.m. unless a different starting time is established by the Mayor and City Council and reasonable notice thereof is provided to residents of the City. On occasion, and absent objection from the Mayor and Council, when a Worksession agenda is particularly long, a 7:00 p.m. start time may be considered. Any change in the start time of the meeting will be properly advertised.

K. Public Notice of Meeting. Proper notice of all meetings of the Mayor and City Council shall be provided to the public by the City Clerk.

L. Quorum.

1. Quorum requirements. A quorum shall be constituted of five (5) Councilmembers. The Mayor shall serve as the presiding officer. A Councilmember acting as the presiding officer in the absence of the Mayor may be counted as part of the Council quorum and may vote as a Councilmember. To conduct official business, a quorum must be present at all times. To be "present" is defined as being within the Council Chambers or the place in which the meeting is being held as that area may be defined from time to time by the Mayor and City Council. Worksessions do not require a quorum of the Council because the Council does not take official action during Worksessions.

2. Loss of quorum. Once a Regular meeting has been properly convened with the presence of a quorum and the number of persons necessary to constitute a quorum is no longer present, the

presiding officer or a Councilmember should bring this fact to the attention of the Mayor and City Council and the Mayor and City Council shall then be automatically recessed until a quorum is reestablished. Upon reestablishment of the quorum, the Mayor and City Council shall resume consideration of the matter before it at the time of the recess. If, in the opinion of the presiding officer, a quorum cannot be obtained within a reasonable period of time, the presiding officer shall declare the meeting adjourned until the next scheduled meeting. At that next meeting, after taking up the usual preliminary matters, the Mayor and City Council shall resume its consideration of the matter that was before it when it previously adjourned. This shall not prevent any Councilmember from moving to table, defer, postpone, or make any other appropriate motion with respect to any pending matter.

M. Agendas.

1. Content. The agenda shall outline the established order of business.
2. Preparation. A proposed agenda is prepared from a master list of Council-approved items generated from requests by the Mayor, Councilmembers and staff and as items arise that are timely and necessary for the conduct of City business. The proposed agenda for all meetings of the Mayor and Council will be finalized for publication by the City Manager and City Clerk in consultation with the Mayor on the Friday before the meeting. Proposed agendas shall be created that can be reasonably accomplished within three hours.
3. Master List. Staff shall maintain a master list of items and may add to it and the proposed agenda as necessary for the efficient conduct of City business. Items should only be added to the Master list or to an agenda once the following are considered:
 - 1) Does it fit with the City Mission (*The City of College Park provides open and effective governance and excellent services that enhance the quality of life in our community*) and Strategic Plan?
 - 2) Are there time considerations?
 - 3) Does it affect a significant number of residents?
 - 4) Is there another way to handle it before devoting Mayor and Council discussion time / Staff time?
 - 5) Is it strategic/big picture in nature?

Before the Mayor and Council may add an item to a Master list of future agenda items, the following must occur:

1. Complete the appropriate form that responds to the (5) criteria for proposing an item for the agenda.
2. Run item by the City Manager to see if another solution is available.
3. Run item by 1-2 other City elected officials to acquire their feedback.
4. Finally, a majority of Councilmembers must vote in favor of adding an item to the Master list. This can be done at a Worksession during “Requests For/Status of Future Agenda items” or at a Regular Meeting during an appropriate part of the agenda. If an item fails to receive support to be added at that time, the Councilmember may revise the request based on Council and staff feedback and request at a future meeting that the revised item be placed on the Master list.

Examples of items that *could* be (but not in every case) considered appropriate or inappropriate for an agenda:

Appropriate	Inappropriate
<i>Item has City-wide impact/implication/significance</i>	<i>“In the weeds” – item should be left up to staff</i>
<i>Legal requirement – item must legally be addressed</i>	<i>Staff work – items that involve staff doing their jobs</i>
<i>Policy items</i>	<i>Details of projects, especially smaller projects</i>
<i>Change in practice</i>	<i>Re-litigation of a closed item</i>
<i>Immediate need/opportunity</i>	<i>Enforcement related matters; implementing existing ordinance, policy or practice</i>
<i>An item that will be a problem later if not dealt with</i>	<i>Items that staff have advised against</i>
<i>An item a majority of Council is interested in or wants to explore</i>	<i>Isolated complaints or items that a small number of residents are pushing for and do not require Council intervention</i>

<i>Items where staff has requested Council input or items that would require a high level of staff time</i>	<i>Items that derail current priorities where item could wait until annual priority or strategic planning sessions, unless items are time sensitive)</i>
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4. Proposed amendments to the published agenda. The Council is the final authority regarding consideration of items on the agenda. The Council may add, delete, or amend agenda items as it deems necessary on the night of the meeting through its regular agenda approval process, per Section M.7.
5. Notice of Agenda. Agendas for Regular Meetings and Worksessions shall be published on the Friday prior to the meeting.
6. Consent Agenda. Items of routine business that generally require no discussion by Council may be placed on the Consent Agenda of a Regular Meeting. Any member of the Council may remove an item from the Consent Agenda and place it under Action Items.
7. Adoption of Agenda. All meeting agendas and amendments shall be approved by the City Council at the beginning of the meeting. Items on the agenda can be reordered by the Mayor and City Council during the scheduled meeting.

N. Distribution of Meeting Materials.

1. Distribution. Meeting materials will be prepared by the City Clerk and published with the agenda and made available to the Mayor and Council and the general public (except for materials which are legally privileged or confidential) no later than close of business on the Friday immediately preceding the meeting at which such matters are to be considered. Materials shall be delivered to the Mayor and Council pursuant to arrangements established with each official. Any meeting materials for items on the published agenda not included in the Friday distribution shall be emailed to Mayor and Council as soon as available.
2. Meeting materials for additions proposed by City staff. Any meeting materials for a proposed addition by staff to the published agenda that are not delivered to Mayor and Council with the Friday distribution of information will be emailed to Council as soon as available.
3. Meeting Folder: Any items submitted after the Friday distribution will be included in a separate folder (red folder) for Mayor and Council at the time of the meeting.

O. Conduct of Regular Meetings.

1. Presiding Officer. The Mayor shall preside at all meetings of the Mayor and City Council. The Mayor Pro Tem shall preside at all meetings in the absence of the Mayor. In the absence of both the Mayor and the Mayor Pro Tem, the Mayor or the Mayor Pro Tem, if the Mayor is not available, shall designate a member of the City Council to preside. If the Mayor or the Mayor Pro Tem have not designated a member of the City Council to preside, the most senior member (in case of a tie, the oldest member) shall call the meeting to order. The first order of business shall be a Council vote to select the presiding officer.

2. Parliamentary Authority. Robert's Rules of Order, Newly Revised, as amended, shall govern all questions of procedure not otherwise provided for in these rules or by State or Federal Law.

3. Procedure.

a. Recognition. Councilmembers shall be recognized by the Mayor or presiding officer before speaking. Other persons at a meeting of the Mayor and City Council may speak only when called upon or authorized.

b. Comments on Agenda Items. Council meetings are for decision making, action and votes. A Councilmember who introduces an agenda item for action by the Mayor and Council may provide comments relating thereto after the item has received a second. Comments by the Councilmember who introduces an agenda item shall be limited to three minutes. Following introduction and seconding of an agenda item, each member of the Council and the Mayor may provide comments on the item. Comments shall be limited to three minutes and should focus on the motion under consideration. Amendments shall be treated as a new item for purposes of Council comments. When considering items where many questions are anticipated, a "round" approach shall be used in which each Councilmember, the Mayor, and appropriate staff shall be limited to one question per "round". All members should resist repetition and stay on topic. Consider the time frame allotted and guide one's speaking time accordingly. The presiding officer shall actively facilitate and guide discussion to remain on topic and cut off overly lengthy remarks with support by the Council. The Mayor and Councilmembers shall avoid creating surprises and asking unexpected questions of staff and each other at meetings.

4. Motions in Writing. All motions and amendments pertaining to Ordinances, Council policies or other substantive proposals shall, where possible, be made in writing.

5. Reconsideration. A motion to reconsider a vote on any action may be made no later than the next Regular Meeting following the meeting at which the action to be reconsidered was taken. A motion to reconsider may be made only by a Councilmember who voted on the prevailing side of the action to be reconsidered or by a member absent when the vote was taken, although any member of the Council, and the Mayor when voting as allowed by law, may support the motion to reconsider. A motion to reconsider may be approved by a simple majority of those Council members present and voting. The same number of votes shall be required to approve the action upon reconsideration as was required to pass or adopt the original action.

6. Voting by Councilmembers and Mayor. When a question is put forth by the presiding officer, every member of the City Council present, and the Mayor, when authorized by law to vote, shall vote for or against the question before the Council unless the Councilmember or Mayor provides an explanation for abstaining. Upon request of any Councilmember or decision by the Mayor, a roll call vote will be taken.

7. Public Participation. Members of the public may speak at Regular meetings of the Mayor and City Council according to procedures established by the Mayor and City Council.

a. Sign-up Procedure. Speakers should complete a card (found on the agenda table) with their name and leave it at the podium when they come up to speak. This will ensure that the Minutes record the proper spelling of their names. Any person addressing the Mayor and Council should state for the record their name and whether they are a resident of College Park. Persons addressing the Mayor and Council should do so in a courteous and considerate manner.

b. Oral Comment.

1. Non-agenda and Consent Agenda Items. Comments are limited to three minutes per person and will be taken at the beginning of the Council meeting.

2. Action Items. Comments are limited to three minutes for individuals and five minutes for speakers representing a group or organization. Comments on amendments shall be limited to one minute. The Mayor and Council may, by simple majority vote of those present, alter or waive the time requirements.

c. Written Comment. Comment may be submitted in writing at or prior to the meeting. In order to be received by the Council as part of the record, the comment must include the specific agenda item to which it relates and their name and whether they are a resident of College Park.

Comments that are submitted to the City Clerk prior to the close of business (5:00 p.m.) on the day of the meeting will be provided to the Mayor and City Council at the start of the meeting.

8. End of Meeting. It is the goal of the Mayor and Council to complete all Regular Council Meetings by 10:30 p.m. If the meeting has not adjourned by 10:30 p.m., then a motion, a second, and majority approval must be made to continue the meeting another 30 minutes at which time the meeting must adjourn.

P. Conduct of Worksessions.

1. Neither the Mayor nor any member of Council may speak for more than three minutes without interruption upon any single agenda item. The presiding officer shall deny the floor to any member of the Council after that person has spoken for three minutes or more, either at the presiding officer's own instance or upon a point of order. Information pertinent to the Worksession should be provided by staff and Councilmembers in advance when possible. All members should resist repetition and stay on topic. Consider the time frame allotted and guide one's speaking time accordingly. The presiding officer shall actively facilitate and guide discussion to remain on topic and limit overly lengthy remarks with support by the Council. A queue is not necessary to speak.

2. A request for a show of hands not to discuss an agenda item any further shall always be in order.

3. Presentations shall be generally limited to fifteen minutes (not including the Q & A time).

4. It is the goal of the Mayor and Council to complete all Worksessions by 10:30 p.m. If the meeting has not adjourned by 10:30 p.m., then a straw vote of a simple majority of the Council must be made to continue the meeting another 30 minutes at which time the meeting must adjourn.

5. Because a quorum is not required, individual Councilmembers or the Mayor may leave the meeting without affecting the continuation of the Worksession.

Q. Disorderly Conduct.

1. The presiding officer shall preserve decorum, and will determine points of order, subject to the right of any Councilmember to appeal to the Council, and call to order any person who disrupts the orderly conduct of business at meetings including speaking without being recognized, exceeding designated time limits, failure to be germane to the issue being presented or use of vulgarities. The presiding officer will enforce order, prevent attacks on personalities or the impugning of Councilmembers' motives, and keep those in debate to the question under discussion.
2. Any person making disruptive or threatening remarks or actions during a meeting may be barred by the presiding officer from further attendance at that meeting unless permission is granted by a majority vote of the Councilmembers present.

R. Record of Meetings.

1. Responsibility for meeting record. The City Clerk or the City Clerk's designee shall be responsible for minutes of each Regular Meeting and Worksession of the Mayor and City Council and for maintaining the official record, which shall include all Council actions. Minutes shall include:
 - a. all motions made, the name of the motion maker and second, the method and outcome of the votes taken, names of guests and their affiliation; and
 - b. copies of resolutions, new or revised ordinances or other actions approved by the Mayor and City Council.
2. Public access to meeting records. Minutes and records of meetings of the Mayor and City Council shall be made available to the public by the Clerk in accordance with the Public Information Act and the State Open Meetings Laws.

S. Conduct of Councilmembers.

1. If the Mayor or any member of the Council indulges in any language or conduct unbecoming to the office, the member shall be called to order by the presiding officer and, in such case, the offending member shall lose the floor and shall not proceed without the approval of the majority of the members present. The Mayor and Council may, by majority vote of all members of the

Mayor and Council, excluding the offending member, expel the Mayor or any member of the Council from a meeting for disorderly conduct or violation of Council rules.

2. Councilmembers will preserve order and decorum during Council meetings and will not by conversation or other action delay or interrupt the proceedings or refuse to obey the orders of the presiding officer and Council Rules. When addressing staff or the Mayor and fellow Councilmembers, Councilmembers shall confine themselves to questions or issues that are under discussion; and will treat each other and staff with respect.

3. Conflict of Interest. The Mayor or any Councilmember shall not participate in any matter pending before the Council in which the Mayor or Councilmember has a conflict of interest, as defined in the City's Code of Ethics, or has taken a formal position as a party in a legal matter which is contrary to the legal position of the City of College Park in such matter.

4. Communication among Councilmembers

The Mayor and Council may not communicate online in a manner that constitutes a “meeting.” A meeting happens when a quorum of the Mayor and Council communicate at the same time, or closely in time, about public business. This can take the form of “replying all” in successive communications. This applies to all platforms, and could include posts on social media, texting, instant messaging, emailing, etc. during public meetings and at other times.

5. Disclosure of Communication with Entities interested in matters before the Council

In order to foster transparency, a City elected official who has previously engaged in substantive communications with persons or entities that have, individually, or through family or a business, an economic interest in, or possibility of private gain from, a specific legislative matter, should inform the Mayor and Council of those communications at the public meeting during which the same legislative matter is on the agenda for discussion or action. The notification should be made at the beginning of the Council discussion and before any vote on the legislative matter. For example, if a developer seeking Council support to pursue a project in the City has a substantive communication prior to the meeting with any City elected official, the Mayor and Council should be notified at the public meeting before discussion of the developer’s proposal. This procedure does not apply to Mayor and Councilmember communications with persons or entities about legislative matters that affect the individual or entity in the same manner as the general public is affected, or that involve no direct financial impact or possibility of private gain.

6. When the Mayor or a Councilmember writes a newsletter, blog, email, or other public communication intended for general distribution, the elected official shall include an attribution statement to identify that the communication is from the individual elected official and is not City sanctioned or approved. Whenever possible, the elected official shall reference the official City communication on the matter being discussed. Further, if an elected official gives a statement in their elected capacity on an issue affecting the City, the Mayor or Councilmember shall first identify the adopted position of Mayor and Council with respect to that subject, if any. Thereafter, the Mayor or Councilmember may provide a statement of personal opinion or comment (including a minority or opposing viewpoint), provided the Councilmember expressly acknowledges that such statements do not represent the position of the City.

V. MISCELLANEOUS

1. Use of Staff Resources. Mayor and Councilmember requests that will require City resources or divert staff from their regular duties of fulfilling the mission, vision, and strategic plan of the City and priorities of the Council should be brought to the Council for Council discussion and consideration per Section M.3. Requests for information concerning City service or functions should be made through the City Manager or to the appropriate Department Head with a courtesy copy to the City Manager. Responses will include the question and the answer and include the Mayor and Council to ensure all elected officials receive the same information.

2. Public Notice. Any public notice required in these rules shall be given in the following manner unless otherwise stated herein: by posting on the City website, the City cable channels, City Hall Bulletin Board and City email listserv.

Attachment:

1. Voting Requirements Chart effective 6/13/2018
2. Form "Request for a Future Agenda item"

MARYLAND MUNICIPAL ATTORNEYS ASSOCIATION SUMMARY OF
CONFERENCE CALLS AND VIRTUAL MEETINGS UNDER MARYLAND’S OPEN MEETINGS ACT

Virtual meetings, electronic online meetings and conference calls can comply with the Open Meetings Act (Md. General Provisions Code Ann., § 3-101 et seq.) as long as they meet the goals of the Act to provide a meaningful opportunity to observe the conduct of public business. Emergencies can also justify a public body’s departure from its customary and usual practices as long as that meaningful opportunity is provided. For additional guidance, see the Attorney General’s Open Meetings Manual (2017).

1. **In person meetings are not always required.** The Open Meetings Compliance Board has held that the Act allows conference calls. The Court of Special Appeals has also held that members can participate by telephone conference or a “broadcast over a speakerphone” as long as it is accessible and “can be heard by the public.” *Tuzeer v. Yim, LLC*, 201 Md. App. 443, 471 (2011). Thus, conference calls can comply with the Open Meetings Act, as well as other options, depending on the circumstances, as long as the public can hear member comments:
 - Meetings of public bodies are typically an in-person meeting to which the public is invited to attend
 - A public meeting can, if accessible to the public, also consist of:
 - A conference call (an option explicitly approved by the Compliance Board)
 - An electronic online meeting
 - A virtual online meeting, such as by Skype
 - An in-person meeting of the public body not open to public in person attendance, but allowing the public to observe a live feed online
 - *The meeting format must be accessible to the public.* Not only must access codes and numbers be provided to allow accessibility, but the meeting format must be reasonably accessible to the public it serves. Thus, an electronic online meeting in a community where few residents have computer access would not be accessible, but a conference call would provide accessibility.
2. **The same Open Meetings Act requirements apply no matter the method for holding the meeting:**
 - Posting of reasonable advance public notice, indicating how the meeting will be conducted and how the public can observe (per § 3-302).
 - Such notice must be reasonably calculated to inform the public in advance
 - For a conference call: a telephone call-in number and code, if applicable
 - For online electronic: website or email address allowing the public to log in and observe
 - For virtual online: website to log onto to observe
 - For all, may also use the option of access to a meeting room with a speakerphone or computer screen connected to the meeting
 - An agenda at least 24 hours prior to the meeting (per §3-302.1)
 - Minutes afterwards (per §3-306)
 - Note that the Open Meetings Act does not require public participation (though other applicable laws might, depending on the topic being discussed).
 - The same process is applicable for any closed meeting
 - Exception and reason to close (per §3-305)
 - Public vote to close with written statement
 - Stay within exception
 - Summary of closed session in minutes (per §3-306)
3. **Practicalities to Consider:**
 - When not using customary and usual practices for a meeting, make extra efforts to provide notice
 - Advance notice is critical, and to the extent possible, using the same notice process is recommended
 - For conference calls, speakers need to announce their name before speaking
 - Public body members should identify anyone who is in the room with them
 - If a closed meeting is approved, a different call/website/email will be needed to ensure no public observation.

Notice: This summary is provided by the Maryland Municipal Attorneys Association as general guidance regarding the Open Meetings Act. It is not to be considered legal advice. Municipal officials should seek advice and direction from their town or city attorney on any specific questions.

7

Special Session
20-G-44
Award of Contract
RFP CP-20-06

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



AGENDA ITEM NUMBER:

Prepared By: Bill Gardiner
Assistant City Manager

Meeting Date: March 17, 2020

Presented By: Bill Rowland, Redgate
Katie Hearn, Redgate

Consent Agenda: No

Originating Department: Administration

Action Requested: Award of Contract for RFP CP-20-06, "Material Testing and Inspection Services and Third-Party Inspection Services for City Hall Redevelopment"

Strategic Plan Goal: High Quality Development and Reinvestment

Background/Justification:

The City issued an RFP on February 7, 2020 to provide material testing and inspection services for the College Park City Hall redevelopment project. The services include all inspections and reporting required to satisfy the Prince George's County Department of Inspections and Enforcement ("DPIE") Third Party Inspection process, and all inspections and reporting required for construction quality assurance.

Proposals were due on February 19, 2020 and the City received bids from the following firms: Hillis-Carnes Engineering Associates (HCEA); Soil and Land Use Technology, Inc. (SaLUT); and Dulles Geotechnical and Materials Testing Services, Inc. (Dulles). The costs on the initial proposals ranged from \$78,750 to \$180,728. Redgate (the City Hall project manager) requested the bidders clarify parts of the proposals and confirm or update the proposed fees and services to ensure that the proposals were complete and comparable.

The final documents from the firms were received by March 11, 2020. The fees for some services changed from the initial proposal. The revised proposals are as follows:

HCEA	\$213,843
SaLUT	\$147,740
Dulles	\$139,050

All firms can start work immediately. The firm that will conduct the third-party inspections must be under contract prior to pre-construction meetings with the County Department of Permits, Inspections, and Enforcement.

Redgate has confirmed that each proposal includes all required services and has checked references. Based on the quality of the overall proposal, the fees, and the reference checks, Redgate recommends awarding the contract to Dulles Geotechnical and Materials Testing Services, Inc.

Fiscal Impact: The cost for these services have already been included in the project costs.

Council Options:

1. Award a contract for RFP CP-20-06, "Material Testing and Inspection Services and Third-Party Inspection Services for City Hall Redevelopment" to Dulles Geotechnical and Materials Testing Services, Inc.
2. Request additional information from the firms.

Staff Recommendation: 1.

Recommended Motion:

I move that Council award the contract for RFP CP-20-06, "Material Testing and Inspection Services and Third-Party Inspection Services for City Hall Redevelopment" to Dulles Geotechnical and Materials Testing Services, Inc. and authorize the City Manager to execute the contract upon review by the City Attorney.

Attachments:

None. An updated bid analysis sheet will be provided separately.

8

Support of County
Legislation
for the Western
Gateway Project



**CITY OF COLLEGE PARK, MARYLAND
SPECIAL SESSION COUNCIL MEETING AGENDA ITEM**

AGENDA ITEM 20-G-46

Prepared By: Scott Somers
City Manager

Meeting Date: March 17, 2020

Presented By: Scott Somers, City Manager

Consent Agenda: No

Originating Department: Administration

Action Requested: Considering supporting County legislation which will facilitate development of the Western Gateway Project

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

Background/Justification:

The City Council has previously received information on the Western Gateway Project and discussed further on March 30, 2020. Please see the attached letter and attachments for project details. Since this project will cross multiple zoning categories, legislative amendments to the Zoning Ordinance are necessary.

CB-9-2020 is a zoning bill which permits townhomes and multifamily dwellings in the R-55 and R-10 zones to allow the type of development proposed under certain circumstances.

CB-10-2020 is a zoning bill which addresses an existing provision which states that when land is conveyed by the State for the University of Maryland it reverts to the R-O-S zone and must be rezoned. An exemption is provided that would eliminate the need to rezone the property following the conveyance.

CB-12-2020 is a subdivision bill that allows private right-of-way to serve townhouses constructed in the R-55 and R-18 zones. This is to accommodate the proposed road network.

Attached for Council's consideration is a draft letter addressed to County Council Member Glaros supporting approval of the proposed legislation.

Fiscal Impact:

No impact at this time.

Council Options:

1. Approve sending a letter to County Councilmember Glaros requesting approval of CB-9-2020, CB-10-2020, CB-12-2020.
2. Approve sending a amended letter to County Councilmember Glaros requesting approval of CB-9-2020, CB-10-2020, CB-12-2020.
3. Take no action at this time.

Staff Recommendation:

Option #1

Recommended Motion:

I move to approve sending a letter to County Councilmember Glaros requesting approval of CB-9-2020, CB-10-2020, CB-12-2020.

Attachments:

Letter requesting support for legislation
CB-9-2020, CB-10-2020, CB-12-2020.



CITY OF COLLEGE PARK

OFFICE OF THE MAYOR & CITY COUNCIL

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

March 17, 2020

MAYOR

Patrick L. Wojahn

pwojahn@collegeparkmd.gov
240.988.7763

DISTRICT 1

Fazlul Kabir

fkabir@collegeparkmd.gov
301.659.6295

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Maria E. Mackie

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240.472.0681

Denise Mitchell

dmitchell@collegeparkmd.gov
301.852.8126

Councilwoman Dannielle M. Glaros
Chair
Prince George’s County Planning, Housing
and Economic Development Committee
14741 Governor Oden Bowie Drive
Upper Marlboro, Maryland 20772

Re: CB-9-2020, CB-10-2020 and CB-12-2020

Dear Council Member Glaros:

The City of College Park has been contacted by Gilbane Development Company regarding a proposed development on land located in the vicinity of Mowatt Lane and Campus Drive. This area includes land which is privately owned as well as land owned by the University of Maryland. It is our understanding that Gilbane is working with the University of Maryland on a development that will include the construction of townhouses intended for sale as well as multifamily housing which will be leased to graduate students attending the University. While the area proposed for development is not within the boundaries of the City of College Park, it abuts the municipal boundaries. For this reason, the City intends to work closely with the developer and the University on this project.

The area proposed for development has includes land which is zoned R-10, R-18 and R-55. However, the property is within close proximity to the proposed Purple Line station on Campus Drive and the opportunity exists to take advantage of this location and provide housing close to mass transit. Given the nature of the project, and the current parcel configurations and zoning, development of the property as proposed would have to wait for the property to be rezoned or a new comprehensive rezoning of the area to occur. The ongoing Countywide Comprehensive Rezoning will simply reflect a transition to the new zoning categories, and thus will delay the ability to pursue development proposals. For these reasons, the City supports the proposed legislative amendments to allow the project to proceed into the approval process. The City has had the opportunity to work with Gilbane on other projects in the City as well as the University and believe that it can work cooperatively with both to ensure that any issues the City may have with the project will be adequately addressed through the development approval process.

Respectfully submitted on behalf of the City of College Park.

Sincerely yours,

Patrick L. Wojahn
Mayor

LAW OFFICES
GIBBS AND HALLER
1300 CARAWAY COURT, SUITE 102
LARGO, MARYLAND 20774

EDWARD C. GIBBS, JR.
THOMAS H. HALLER
JUSTIN S. KORENBLATT

(301) 306-0033
FAX (301) 306-0037
gibbshaller.com

February 28, 2020

The Honorable Patrick L. Wojahn
Mayor
City of College Park
8400 Baltimore Avenue, Suite 375
College Park, Maryland 20740

Re: Western Gateway Project

Dear Mayor Wojahn:

Please be advised that I represent Gilbane Development Company (“Gilbane”) regarding a project known as Western Gateway. The property which is proposed for development consists of an assemblage of land owned by an affiliate of Gilbane (Cedars, LLC) and land owned by the University of Maryland. Gilbane has been working with the University to develop the land to include for sale housing and graduate student housing. Three bills have been presented by the County Council which will facilitate the development, CB-9-2020, CB-10-2020 and CB-12-2020. We are requesting that the City indicate its support for the legislation.

We previously appeared at a worksession of the City Council to provide an overview of the project, at which time the Council expressed support for development concept. Since that time, based on community meetings, feedback we have received from various stakeholders and other considerations, Gilbane has refined the site plan. Attached hereto are three illustrations of the project as now proposed. Phase I of the project, shown on the first attachment, includes approximately 200 graduate student housing apartments and 81 townhouses. Phase II of the project will include an additional 100 graduate student housing apartments on land to be acquired by the University which is currently use as the Hillel Student Center. The final attachment is a massing study to show the conceptual building design. We will be in attendance at the City Council’s worksession on Tuesday, March 3 to review these plans with you and the City Council in greater detail and answer any questions you may have.

One of the complexities with developing the property is that while it is immediately adjacent to the University of Maryland and the proposed Purple Line station on Campus Drive, the existing zoning has not been included in a Master Plan update since 1993. With the mix of zoning categories, development of the land becomes difficult. As a result, in order to

allow this project to proceed to the next stage in the approval process, legislative amendments to the Zoning Ordinance become necessary. The property within this area includes land in the R-10, R-55 and R-18 zones and it is anticipated that the project will cross these zoning lines. The pending Countywide Comprehensive Rezoning prevents any effort to rezone or begin a new comprehensive planning process.

As a result, we have requested that legislation be presented which would allow Gilbane to proceed with the filing of applications this summer. As noted above, three bills have been presented, which are summarized below:

CB-9-2020: This is a zoning bill which permits townhouses and multifamily dwellings in the R-55 and R-10 zones to allow the type of development proposed under certain circumstances;

CB-10-2020 is a zoning bill which addresses an existing provision which states that when land is conveyed by the State for the University of Maryland it reverts to the R-O-S zone and must then be rezoned. An exemption is provided that would eliminate the need to rezone the property following the conveyance.

CB-12-2020 is a subdivision bill that allows private rights of way to serve townhouses constructed in the R-55 and R-18 zones. This is to accommodate the proposed road network

This legislation is needed to allow Gilbane to begin the development review process of this transformative project. This process will include multiple submissions through the planning review process, during which the City will be an active participant. We are requesting that the City send a letter to the Chair of the Planning, Housing and Economic Development Committee, Dannielle Glaros, indicating its support for the legislation. To assist you, we have attached a draft letter for your consideration indicating such support.

Thank you for your consideration of this request, and we look forward to working with the City Council and City Staff to bring an exciting project to the City.

Thank you for your consideration of this request. We look forward to meeting with you on March 3, 2020.

Very truly yours,

GIBBS AND HALLER



Thomas H. Haller

cc: Scott Somers, City Manager

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
SITTING AS THE DISTRICT COUNCIL
2020 Legislative Session**

Bill No. CB-9-2020

Chapter No. _____

Proposed and Presented by Council Member Glaros

Introduced by _____

Co-Sponsors _____

Date of Introduction _____

ZONING BILL

1 AN ORDINANCE concerning

2 R-10 and R-55 Zones

3 For the purpose of permitting certain mixed-use development in the R-10 (Multifamily High
4 Density Residential) and R-55 (One-Family Detached Residential) Zones within local centers
5 with a Purple Line Station in Prince George's County, under certain specified circumstances.

6 BY repealing and reenacting with amendments:

7 Section 27-441(b),

8 The Zoning Ordinance of Prince George's County, Maryland,

9 being also

10 SUBTITLE 27. ZONING.

11 The Prince George's County Code

12 (2015 Edition, 2019 Supplement).

13 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,
14 Maryland, sitting as the District Council for that part of the Maryland-Washington Regional
15 District in Prince George's County, Maryland, that Section 27-441(b) of the Zoning Ordinance of
16 Prince George's County, Maryland, being also Subtitle 27 of the Prince George's County Code,
17 be and the same is hereby repealed and reenacted with the following amendments:

18 **SUBTITLE 27. ZONING.**

19 **PART 5. RESIDENTIAL ZONES.**

20 **DIVISION 3. USES PERMITTED.**

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
SITTING AS THE DISTRICT COUNCIL
2020 Legislative Session**

Bill No. CB-10-2020

Chapter No. _____

Proposed and Presented by Council Member Glaros

Introduced by _____

Co-Sponsors _____

Date of Introduction _____

ZONING BILL

1 AN ORDINANCE concerning
2 Zones and Zoning Maps – Conveyances of Property by the State of Maryland for the University
3 of Maryland

4 For the purpose of amending the Zoning Ordinance provision limiting the zoning classification
5 applicable to conveyances of land by the University of Maryland or the State of Maryland.

6 BY repealing and reenacting with amendments:

7 Section 27-113.04,
8 The Zoning Ordinance of Prince George's County, Maryland,
9 being also
10 SUBTITLE 27. ZONING.
11 The Prince George's County Code
12 (2015 Edition, 2019 Supplement).

13 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,
14 Maryland, sitting as the District Council for that part of the Maryland-Washington Regional
15 District in Prince George's County, Maryland, that Section 27-113.04 of the Zoning Ordinance of
16 Prince George's County, Maryland, being also Subtitle 27 of the Prince George's County Code,
17 be and the same is hereby repealed and reenacted with the following amendments:

SUBTITLE 27. ZONING.

PART 2. GENERAL.

DIVISION 3. ZONES AND ZONING MAPS.

1 **Sec. 27-113.04. Property conveyed by the State for the University of Maryland.**

2 (a) This section applies to property owned by the State for University of Maryland as
 3 conveyed by the State to a private person. It does not apply to property rezoned within twenty-
 4 four (24) months of State conveyance to a private person, as provided in Section 27-113, [or]
 5 property conveyed from the University of Maryland (or the State of Maryland as title owner for
 6 the University of Maryland) which is zoned R-55, lies adjacent to an existing residential
 7 subdivision, and is restricted in the conveyance to thirty (30) or fewer lots [or] ; property
 8 conveyed from the University of Maryland (or the State of Maryland as title owner for the
 9 University of Maryland) which is located within an approved Development District Overlay
 10 Zone or Transit District Overlay Zone, is zoned M-U-I or M-X-T at the time of the conveyances,
 11 and which will continue to be so zoned after the conveyance; or land conveyed from the
 12 University of Maryland (or the State of Maryland as title owner for the University of Maryland)
 13 consisting of land zoned R-10, R-55, and R-18 at the time of conveyance (or within two (2) years
 14 prior to) the conveyance.

15 (b) For property to be conveyed to a private purchaser by the State for the University of
 16 Maryland, the purchaser or State of Maryland may file a Zoning Map Amendment application
 17 (as described in Part 3, Division 2) directly with the District Council, at any time before the
 18 recording of the deed of conveyance. If no application is filed, then the property shall be placed
 19 in the R-O-S Zone, as provided in Section 27-113.

20 (c) Applications filed under this Section shall be processed as follows:

21 (1) Applicants shall comply with all pre-application informational mailing
 22 requirements in Part 3, Division 1.

23 (2) Before an application is filed with the District Council, the applicant shall submit to
 24 (and have accepted by) the Technical Staff all application materials, together with the filing fee,
 25 for a Zoning Map Amendment.

26 (3) Within seventy (70) days of the date of filing, the Technical Staff shall file with the
 27 Clerk of the Council a report on the application, with findings and conclusions, recommending
 28 approval, approval with conditions, disapproval, or remand for further review to the Technical
 29 Staff or, if further evidence is required, to the Zoning Hearing Examiner.

30 (4) The Technical Staff may recommend and the District Council may approve an
 31 amendment under this Section only on the following findings:

1 (A) The proposed amendment is found to be in general conformance with the
2 applicable Master Plan map, or the General Plan map, or with the principles and
3 recommendations in the text of the applicable Master Plan or the General Plan. In making this
4 finding, staff and Council may consider the Master Plan adopted for the University of Maryland.

5 (B) Development proposed by the applicant or permitted in the proposed zoning
6 classification is found not incompatible, as to land uses, visual or noise or environmental effects,
7 or traffic to be generated, with adjoining properties or others in the neighborhood, as they are
8 currently (at application time) zoned or used.

9 (5) Within ninety (90) days of the date of filing, the District Council shall review the
10 application in a public hearing, where exhibits (but not sworn testimony) may be introduced into
11 the record. For hearings under this Section only, but not for other Zoning Map Amendment
12 applications, the applicant shall post the subject property at least thirty (30) days prior to the
13 hearing before the District Council, giving notice as required in Part 3, Division 1, for Examiner
14 hearings.

15 (6) The District Council may approve the rezoning, with or without conditions; may
16 approve a less intense zone, with or without conditions; may deny the application; or may
17 remand it to the Technical Staff or, if further evidence is required, to the Zoning Hearing
18 Examiner.

1
2

SECTION 2. BE IT FURTHER ENACTED that this Ordinance shall take effect on the date of its adoption.

Adopted this _____ day of _____, 2020.

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

BY: _____
Todd M. Turner
Council Chair

ATTEST:

Donna J. Brown
Clerk of the Council

KEY:
Underscoring indicates language added to existing law.
[Brackets] indicate language deleted from existing law.
Asterisks *** indicate intervening existing Code provisions that remain unchanged.

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
2020 Legislative Session

Bill No. CB-12-2020

Chapter No.

Proposed and Presented by Council Member Glaros

Introduced by

Co-Sponsors

Date of Introduction

SUBDIVISION BILL

AN ACT concerning

Transportation and Circulation

For the purpose of amending the County Subdivision Regulations for Transportation and Circulation to permit the Prince George's Planning Board to approve certain private roads and alleys in the R-10 (Multifamily High Density Residential) and R-18 (Multifamily Medium Density Residential) Zones of Prince George's County, subject to specified circumstances.

BY repealing and reenacting with amendments:

SUBTITLE 24. SUBDIVISIONS.

Section 24-128,

The Prince George's County Code

(2015 Edition, 2019 Supplement).

SECTION 1. BE IT ENACTED by the County Council of Prince George's County, Maryland, that Section 24-128 of the Prince George's County Code be and the same is hereby repealed and reenacted with the following amendments:

SUBTITLE 24. SUBDIVISIONS.

DIVISION 4. REQUIREMENTS: TRANSPORTATION AND CIRCULATION.

Sec. 24-128. Private roads and easements.

* * * * *

(b) The Planning Board may approve preliminary plans of development containing private roads, rights-of-way, alleys, and/or easements under the following conditions:

(1) In the O-S, R-A, R-E, and R-R Zones, a private right-of-way easement may be

1 deemed adequate by the Planning Board if no more than four (4) lots are to be served by the
2 easement, or in Sustainable Growth Tier IV no more than seven (7) lots and a remainder
3 agricultural parcel(s), subject to the following criteria:

4 (A) Such easement shall have a minimum right-of-way width of twenty-two (22)
5 feet connecting the lots to a public road;

6 (B) All lots served by such easement shall have a minimum net lot area of two (2)
7 acres, as provided in Section 24-129(a) of this Subtitle; and

8 (C) The use of such lots shall be restricted to one-family dwellings or agricultural
9 uses.

10 (D) The right-of-way easement is adequate to serve the proposed uses pursuant to
11 Section 24-124.

12 * * * * *
13 (19) In the R-R, R-55, R-T, R-10, R-18, C-S-C, C-M, C-O, and I-3 Zones, when developing
14 townhouse or two-family dwelling residential uses, in accordance with Sections 27-441, 27-461,
15 and 27-473 of this Code, the Planning Board may approve the use of private streets and alleys.
16 The pavement width of private streets shall not be less than twenty-two (22) feet in width, and
17 the pavement width of private alleys shall not be less than eighteen (18) feet in width, provided
18 that provided that the accessibility of the private roads to emergency equipment is ensured by the
19 County Fire Chief or the Chief's designee.

20 * * * * *

21 SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect thirty (30)
22 calendar days after it becomes law.

Adopted this ____ day of _____, 2020.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Todd M. Turner
Chair

ATTEST:

Donna J. Brown
Clerk of the Council

APPROVED:

DATE: _____ BY: _____
Angela D. Alsobrooks
County Executive

KEY:
Underscoring indicates language added to existing law.
[Brackets] indicate language deleted from existing law.
Asterisks *** indicate intervening existing Code provisions that remain unchanged.

Sec. 27-441. Uses permitted.

(b) TABLE OF USES.

USE	ZONE								
	R-O-S	O-S	R-A	R-E	R-R	R-80	R-55	R-35	R-20
* * * * *	*	*	*	*	*	*	*	*	*
(7) RESIDENTIAL/LODGING:									
* * * * *	*	*	*	*	*	*	*	*	*
Dwelling, multifamily:									
(A) In general	X	X	X	X	P ⁷⁹	X	[X] P ¹³⁸	X	X
* * * * *	*	*	*	*	*	*	*	*	*
(C) In excess of applicable bedroom percentages	X	X	X	X	X	X	X	X	X
* * * * *	*	*	*	*	*	*	*	*	*
Townhouse, all others	X	X	X	X	P ^{79,119}	X ⁴⁸	P ^{48, 111, 138}		

USE	ZONE							
	R-T	R-30	R-30C	R-18	R-18C	R-10A	R-10	R-H
* * * * *	*	*	*	*	*	*	*	*
(7) RESIDENTIAL/LODGING:								
* * * * *	*	*	*	*	*	*	*	*
Dwelling, multifamily								
(A) In general	P ⁸⁸	P ⁶	P ⁶	P ⁷⁶	P ⁶	X	[X] P ¹³⁸	X
* * * * *	*	*	*	*	*	*	*	*
(C) In excess of applicable bedroom percentages	X	SE	X	SE	X	X	SE	X

* * * * *

138 Permitted use, provided that:

- (A) The property for the proposed use is located in both the R-55 and R-10 Zones;
- (B) The use will be located on property within one-half mile of a proposed Purple Line Light Rail Station;
- (C) The Subdivision is adjacent to a post-secondary educational institution;
- (D) Maximum density is 48 dwelling units per acre; and
- (E) For townhouse dwelling units, the maximum number of townhouses per building group shall be ten (10). End units on townhouse building groups shall be a minimum of twenty (20) feet in width and the minimum building width of a contiguous attached townhouse building group shall be sixteen (16) feet per unit. The minimum lot size within the development shall be 800 square feet and the minimum gross living space of a townhouse unit shall be 1,250 square feet.
- (F) Said development shall comply with the regulations set forth in Subtitle 32 of this Code, as well as any existing conservation easements applicable to the property.
- (G) Said development shall comply with applicable requirements set forth in the Landscape Manual approved pursuant to Part 2, Division 5 of this Subtitle. All other regulations shall be those approved by the Planning Board or District Council pursuant to Part 3, Division 9 of this Subtitle.
- (H) A Detailed Site plan shall be approved in accordance with Part 3, Division 9 of this Subtitle.

1 SECTION 2. BE IT FURTHER ENACTED that this Ordinance shall take effect forty-five
2 (45) calendar days after its adoption.

Adopted this _____ day of _____, 2020.

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

BY: _____
Todd M. Turner
Council Chair

ATTEST:

Donna J. Brown
Clerk of the Council

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

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



WESTERN GATEWAY

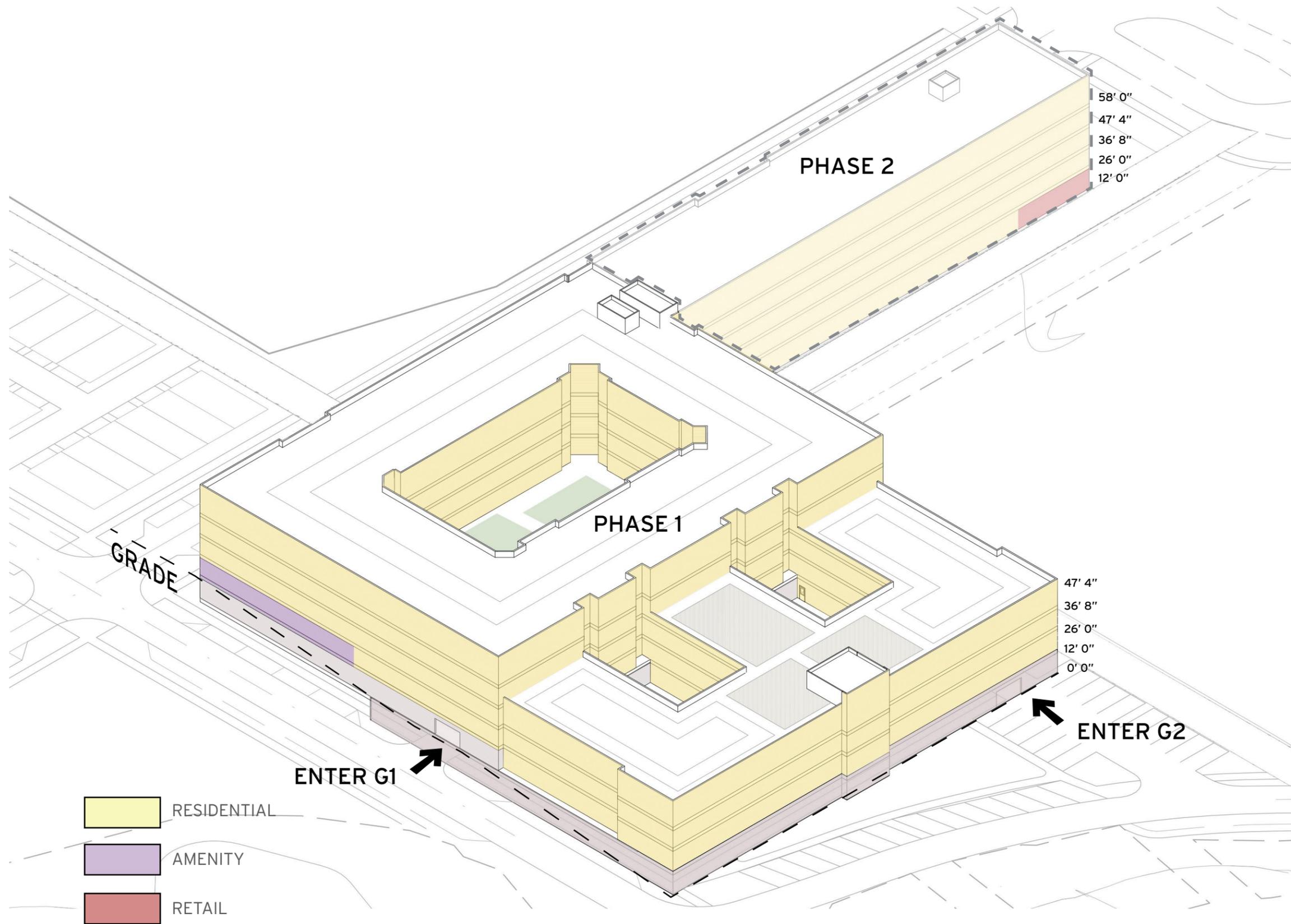
November 6, 2019



125



1216

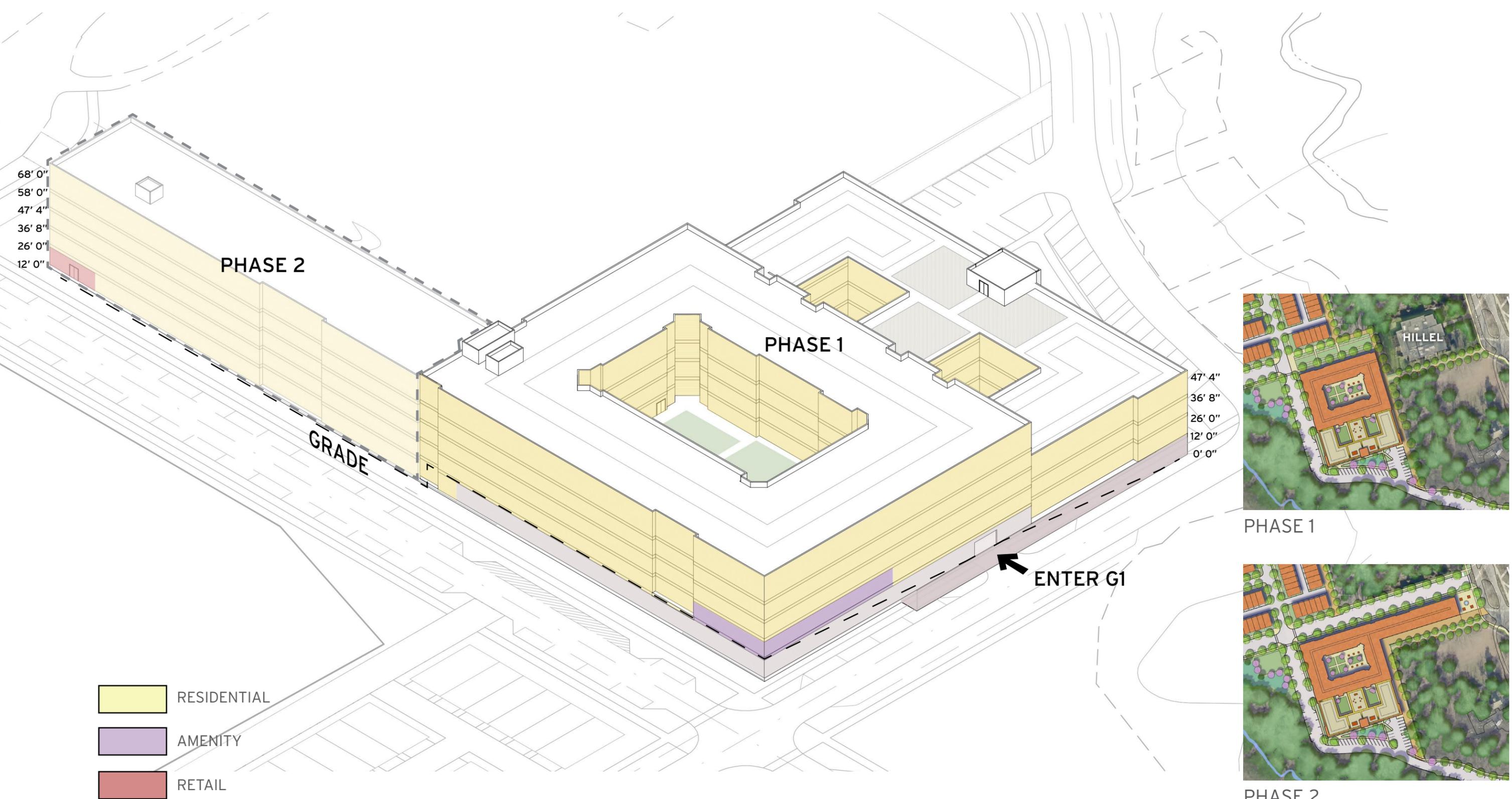


PHASE 1



PHASE 2

1025



PHASE 1



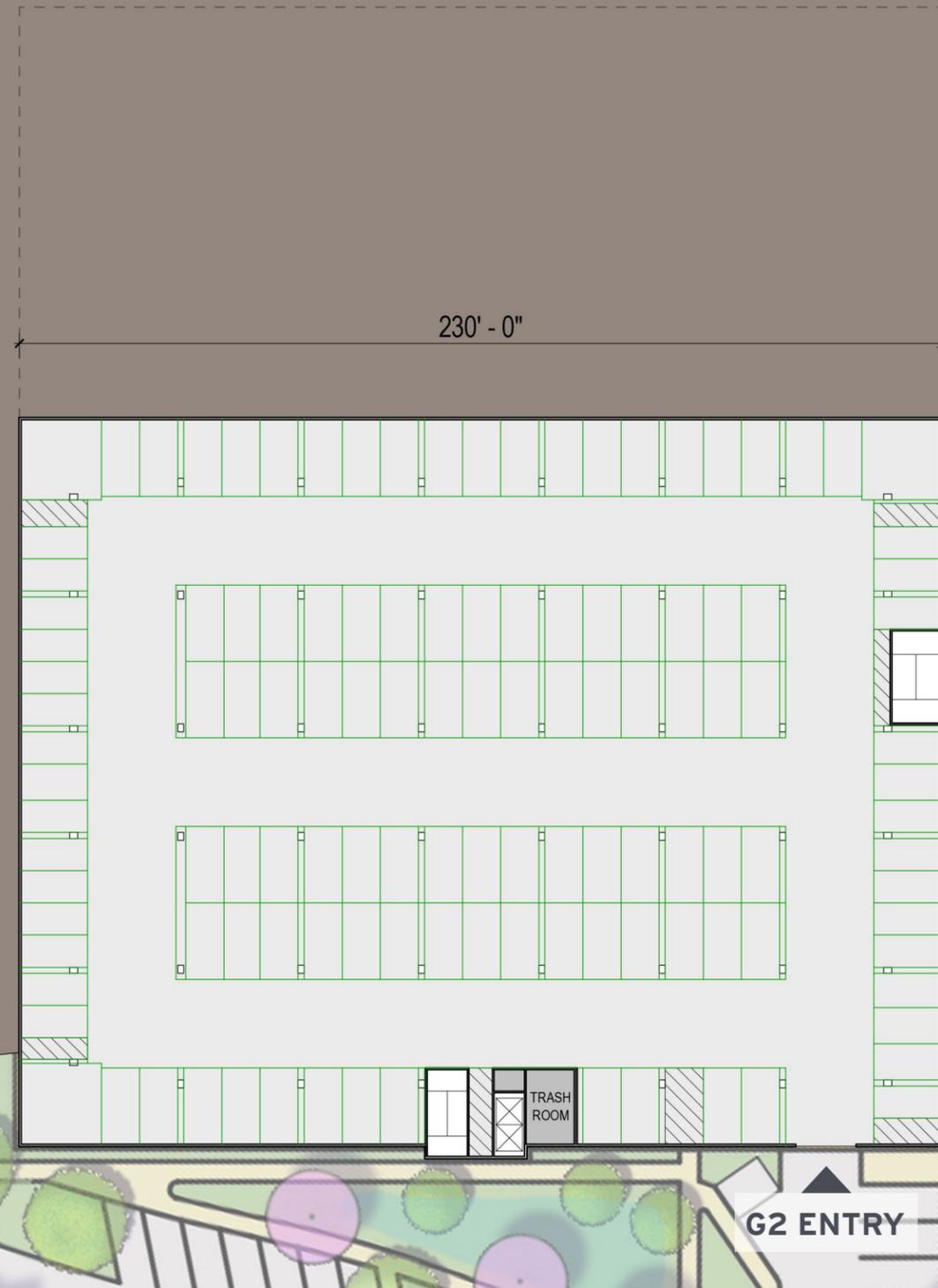
PHASE 2

028



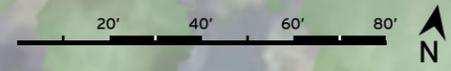
WESTERN GATEWAY PHASE 1

PHASE 1



PHASE 1

PHASE 2



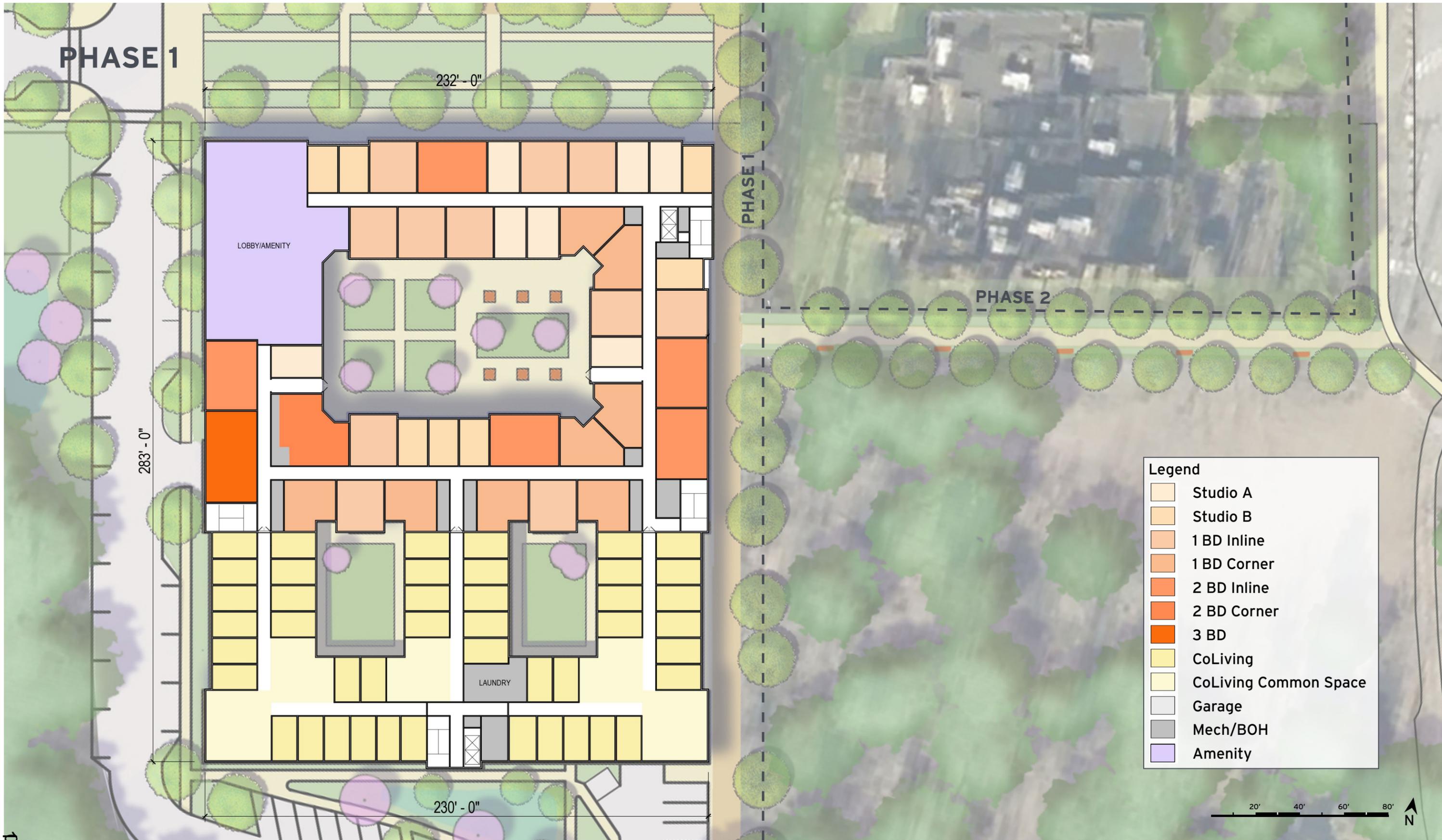
1039

PHASE 1



Legend	
	Studio A
	Studio B
	1 BD Inline
	1 BD Corner
	2 BD Inline
	2 BD Corner
	3 BD
	CoLiving
	CoLiving Common Space
	Garage
	Mech/BOH

030



PHASE 1

232' - 0"

LOBBY/AMENITY

283' - 0"

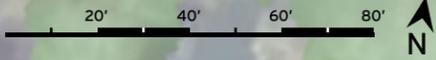
LAUNDRY

230' - 0"

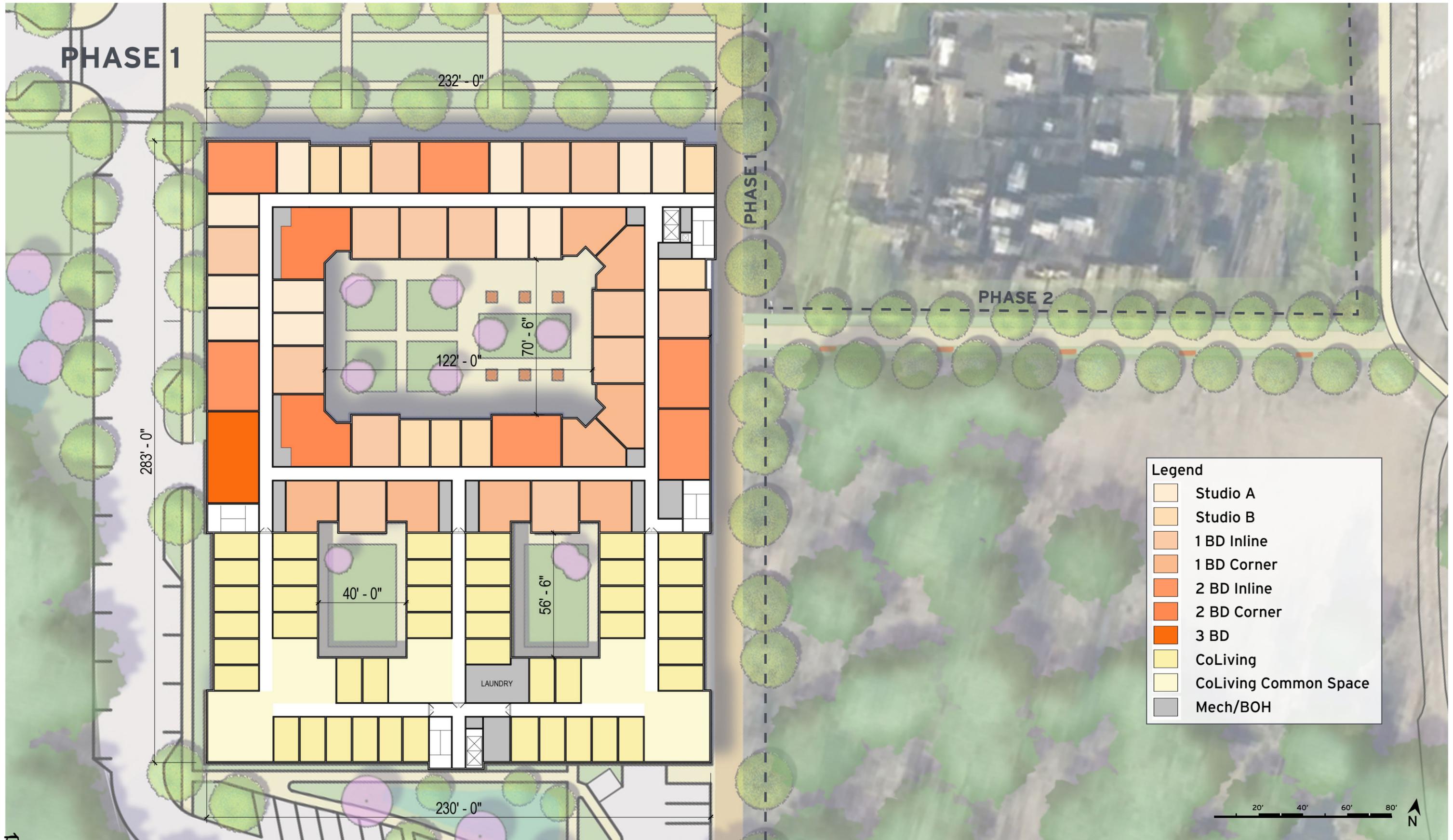
PHASE 1

PHASE 2

- Legend**
- Studio A
 - Studio B
 - 1 BD Inline
 - 1 BD Corner
 - 2 BD Inline
 - 2 BD Corner
 - 3 BD
 - CoLiving
 - CoLiving Common Space
 - Garage
 - Mech/BOH
 - Amenity



1032



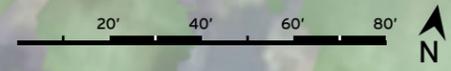
PHASE 1

PHASE 1

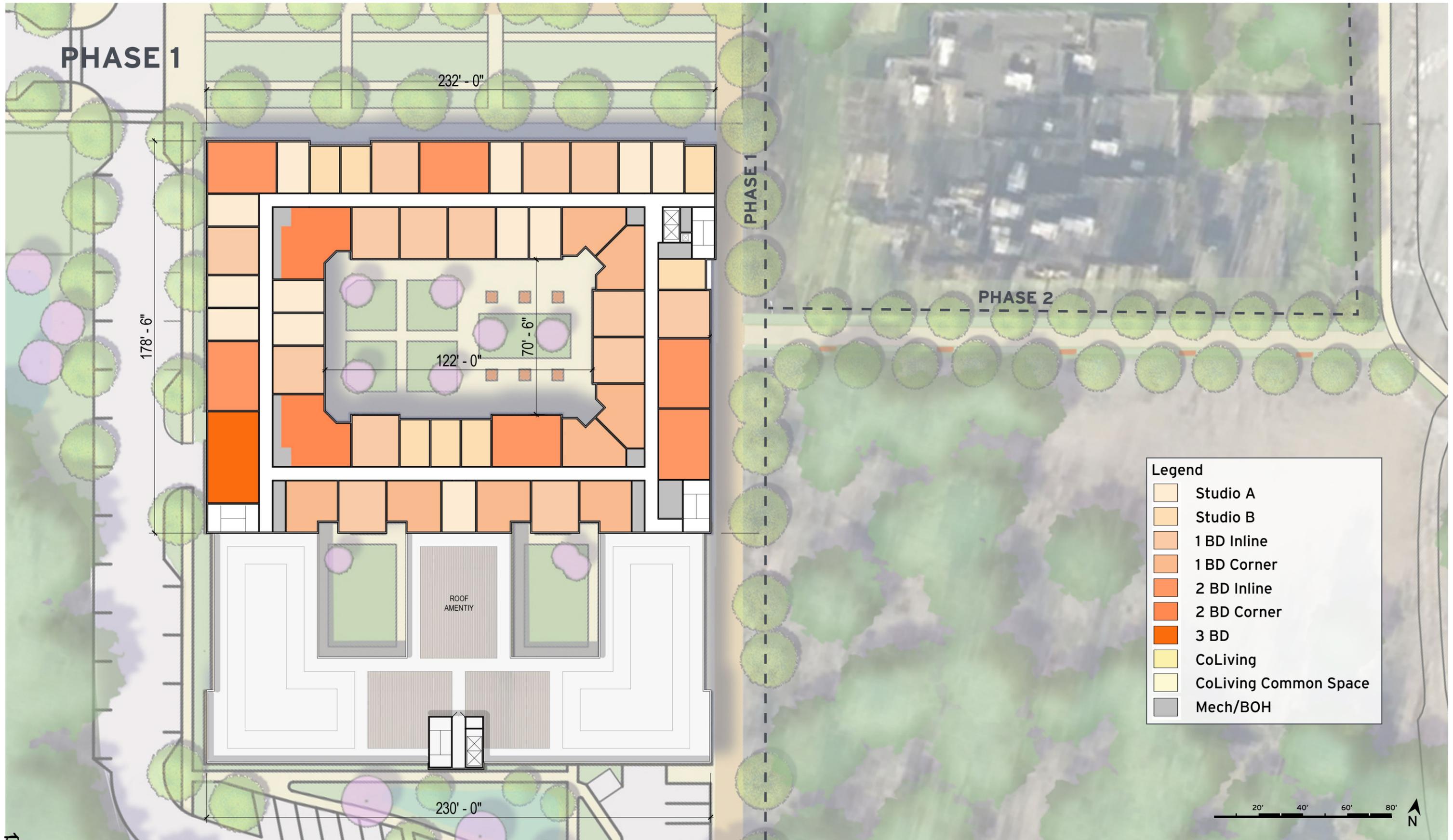
PHASE 2

Legend

Lightest Orange	Studio A
Light Orange	Studio B
Medium Light Orange	1 BD Inline
Medium Orange	1 BD Corner
Dark Orange	2 BD Inline
Orange-Red	2 BD Corner
Red-Orange	3 BD
Yellow	CoLiving
Light Yellow	CoLiving Common Space
Grey	Mech/BOH



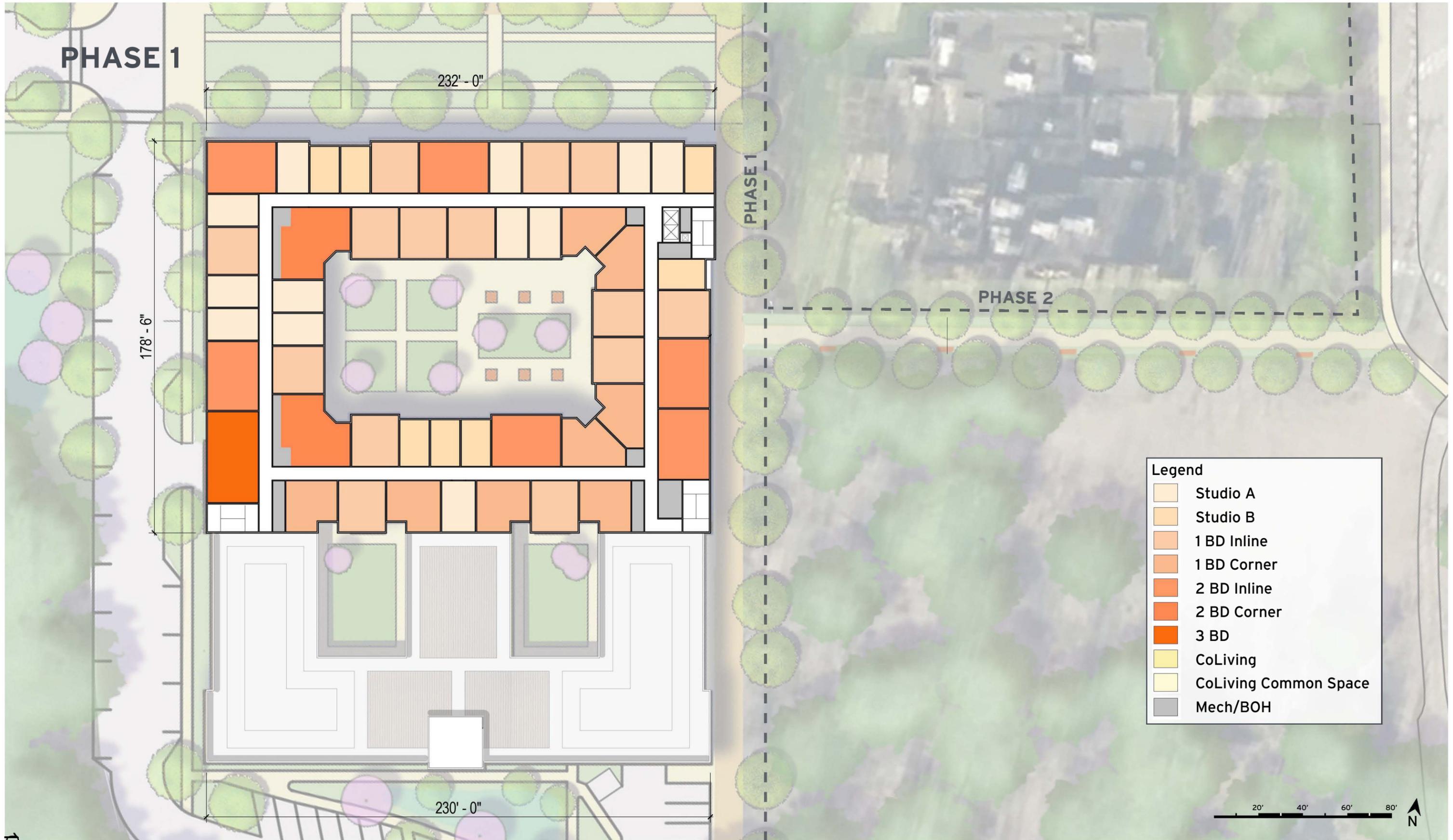
1032



Legend

	Studio A
	Studio B
	1 BD Inline
	1 BD Corner
	2 BD Inline
	2 BD Corner
	3 BD
	CoLiving
	CoLiving Common Space
	Mech/BOH

1032



PHASE 1

232' - 0"

178' - 6"

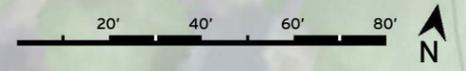
PHASE 1

PHASE 2

230' - 0"

Legend

	Studio A
	Studio B
	1 BD Inline
	1 BD Corner
	2 BD Inline
	2 BD Corner
	3 BD
	CoLiving
	CoLiving Common Space
	Mech/BOH



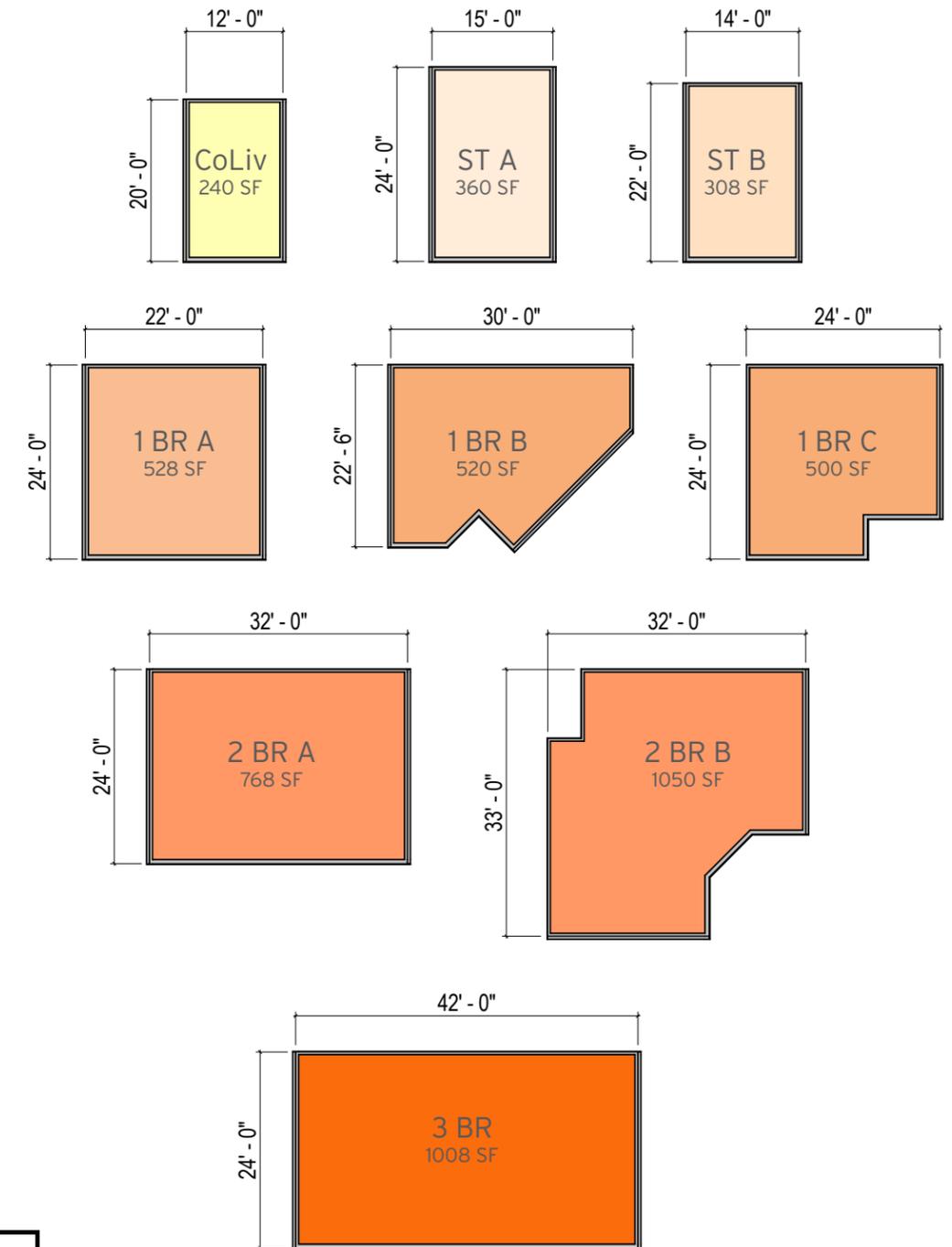
1035

Western Gateway Multi- family Apartments/ Co-Living Program Summary

11/4/2019

Phase	Unit Type	Net Area	Unit Count	BR count	Unit %	BR %	Total unit Area SF	Total Building Area GSF
MF phase 1	Co-Living	240	9	130	4.4%	35.7%	31,200	
	Studio A	360	43	43	21.2%	11.8%	15,480	
	Studio B	308	29	29	14.3%	8.0%	8,932	
	1BR A	528	54	54	26.6%	14.8%	28,512	
	1BR B	520	16	16	7.9%	4.4%	8,320	
	1BR C	500	16	16	7.9%	4.4%	8,000	
	2BR A	768	25	50	12.3%	13.7%	19,200	
	2BR B	1050	7	14	3.4%	3.8%	7,350	
	3BR	1008	4	12	2.0%	3.3%	4,032	
	Total			203	364	100.0%	100.0%	
MF phase 2	Co-Living	240	0	0	0.0%	0.0%	0	
	Studio A	360	15	15	15.5%	11.5%	5,400	
	Studio B	308	15	15	15.5%	11.5%	4,620	
	1BR A	528	39	39	40.2%	30.0%	20,592	
	1BR B	520	0	0	0.0%	0.0%	0	
	1BR C	500	0	0	0.0%	0.0%	0	
	2BR A	768	23	46	23.7%	35.4%	17,664	
	2BR B	1050	0	0	0.0%	0.0%	0	
	3BR	1008	5	15	5.2%	11.5%	5,040	
	Total			97	130	100.0%	100.0%	
MF all phases	Co-Living	240	9	130	3.0%	26.3%	31,200	
	Studio A	360	58	58	19.3%	11.7%	20,880	
	Studio B	308	44	44	14.7%	8.9%	13,552	
	1BR A	528	93	93	31.0%	18.8%	49,104	
	1BR B	520	16	16	5.3%	3.2%	8,320	
	1BR C	500	16	16	5.3%	3.2%	8,000	
	2BR A	768	48	96	16.0%	19.4%	36,864	
	2BR B	1050	7	14	2.3%	2.8%	7,350	
	3BR	1008	9	27	3.0%	5.5%	9,072	
	Total			300	494	100.0%	100.0%	

UNIT TYPES



Total Unit Counts:

Multifamily (Apartments and Co- Living): 300 DU

Townhomes: 81 DU

Total Units: 381 DU

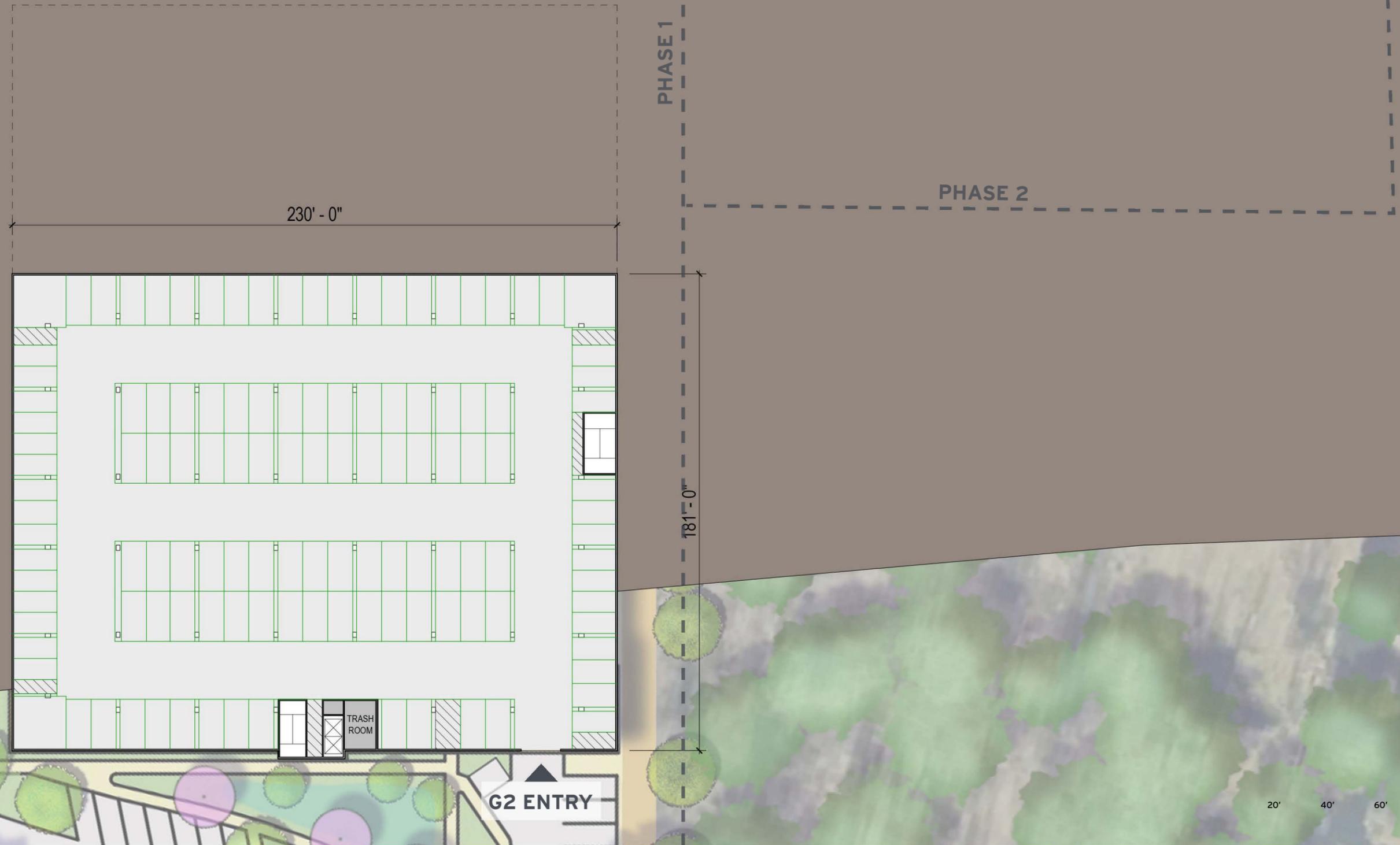
	Parking Tabulation	Garages	On- street	Total
Phase 1	MF	215	85	300
	Townhomes *	100	95	195
Phase 2	MF	0	31	31
	Total	315	211	526

* Townhomes have integral garages

		Co-Living units			Studios		1 BR			2 BR		3BR	Total	GSF Garages	GSF Amenity	GSF Mechanical/BOH	GSF Common Space within Co-Living units	GSF building (excludes Garages)
		Co-Living pods/ units	Co-Living beds per pod/unit	Co-Living beds	Studio A	Studio B	1BR A	1BR B	1BR C	2BR A	2BR B							
MF-west	G2				0	0	0			0		0	0	41,705		295		
	G1				1	1	1	0	0	2	0	0	5	35,700		809		5,030
	1st Floor				7	7	11	4	4	5	1	1	40		5,000	1401		30,950
	2nd Floor				11	7	14	4	4	6	2	1	49			1574		30,950
	3rd Floor				12	7	14	4	4	6	2	1	50			1374		30,950
	4th Floor				12	7	14	4	4	6	2	1	50			1374		30,950
	Total Units				43		54	16	16	25	7	4	165					
	Total Beds				43		54	16	16	50	14	12	205	77,405	5,000	6,826		128,830
Co-Living	G2	0	0	0								0						1,100
	G1	3	17+9+16	42								0				961	2,635	18,808
	1st Floor	3	18+9+17	44								0				961	1,245	18,808
	2nd Floor	3	18+9+17	44								0				961	2,575	18,808
	3rd Floor	0		0								0						
	4th Floor	0		0								0						
	5th Floor	0		0								0						
	Total units	9			0		0			0		0	9				2,884	6,455
Total Beds	130			0		0			0		0	130						
Phase 1 Unit totals by each unit type		9			43	29	54	16	16	25	7	4	203					
Phase 1 Unit totals	Total units	9			72		86		32	4	203			77,405	5,000	9,710	6,455	186,354
	Total %	4.43%			35.47%		42.36%		15.76%	1.97%								
Phase 1: Bed room Totals	Total Beds	130			72		86		64	12	364							
Phase 2: MF- east pan handle bar (Hillel)	G2				0		0		0		0	0						
	G1				3	3	7	0	0	3	0	1	17		2,224			12,873
	1st Floor				3	3	8	0	0	5	0	1	20					12,873
	2nd Floor				3	3	8	0	0	5	0	1	20					12,873
	3rd Floor				3	3	8	0	0	5	0	1	20					12,873
	4th Floor				3	3	8	0	0	5	0	1	20					12,873
	5th Floor				0		0			0		0	0					
Phase 2 Unit totals by each unit type		0			15	15	39	0	0	23	0	5	97					
Phase 2: unit totals	Total Units				30		39		23	5	97				2,224			64,365
	Total Beds				30		39		46	15	130							
Phase 2: Bed room Totals	Total Beds				30		39		46	15	130							
Overall Unit Total	Total Mix	9			102		125		55	9	300							
	Target Mix (original)				75		107		96	22	300							
	Target Mix (adjusted)	9			72		105		94	20	300							
	Total %	3.00%			34.00%		41.67%		18.33%	3.00%								
	Target % (original)				25%		36%		32%	7%								
	Target % (adjusted)	3%			24%		35%		31%	7%								
Overall: Bed room Totals	Total Beds	130			102		125		110	27	494		77,405	7,224	9,710	6,455	250,719	



PHASE 2



1039

PHASE 2

← PHASE 1 | PHASE 2 →

232' - 0"

248' - 0"

229' - 0"

230' - 0"

G1 ENTRY

BIKE ROOM

LAUNDRY

TRASH ROOM

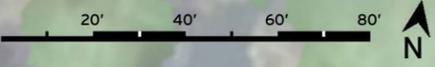
TRASH ROOM

LOADING

RETAIL

Legend

- Studio A
- Studio B
- 1 BD Inline
- 1 BD Corner
- 2 BD Inline
- 2 BD Corner
- 3 BD
- CoLiving
- CoLiving Common Space
- Garage
- Mech/BOH
- Retail



049

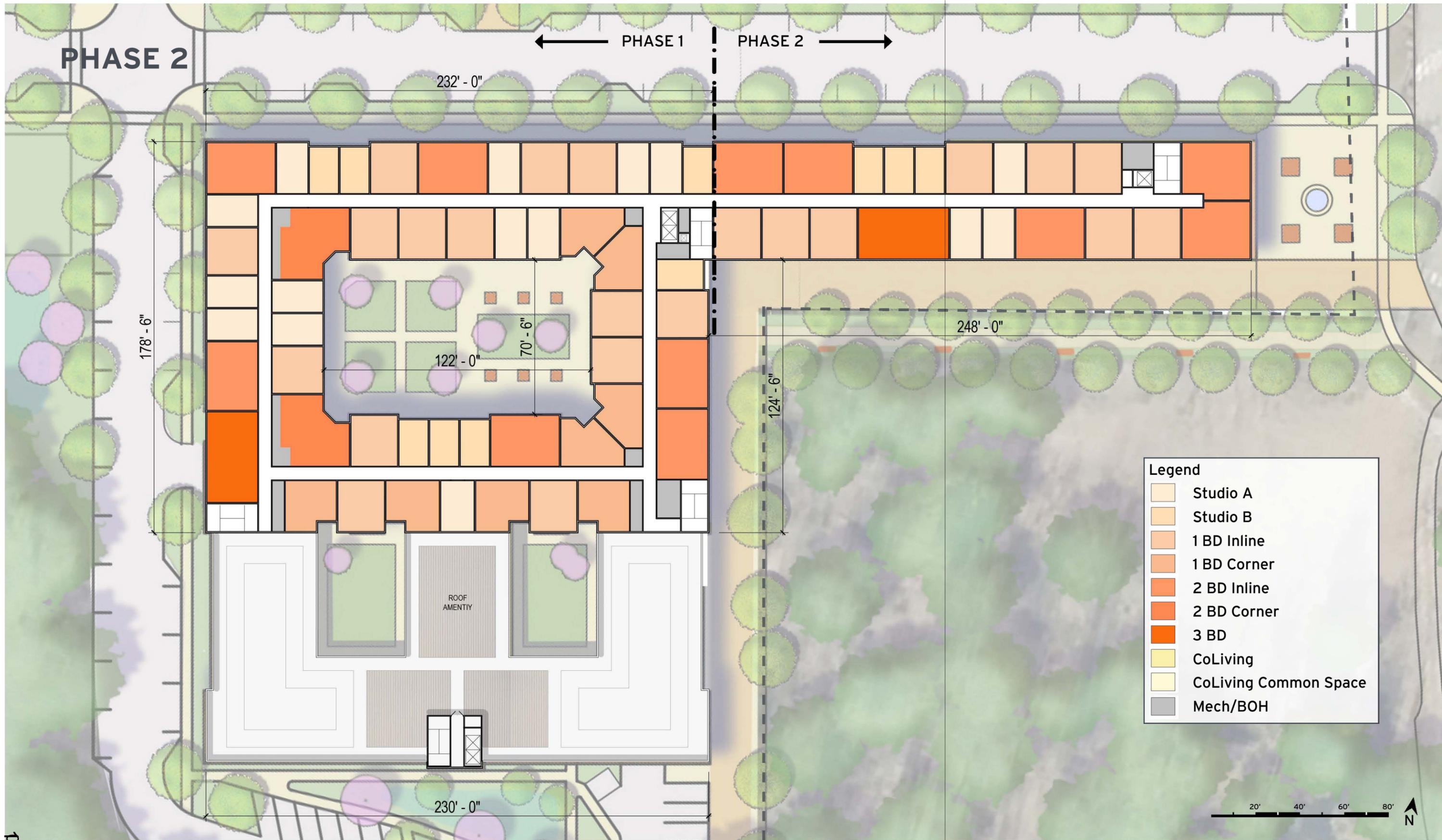


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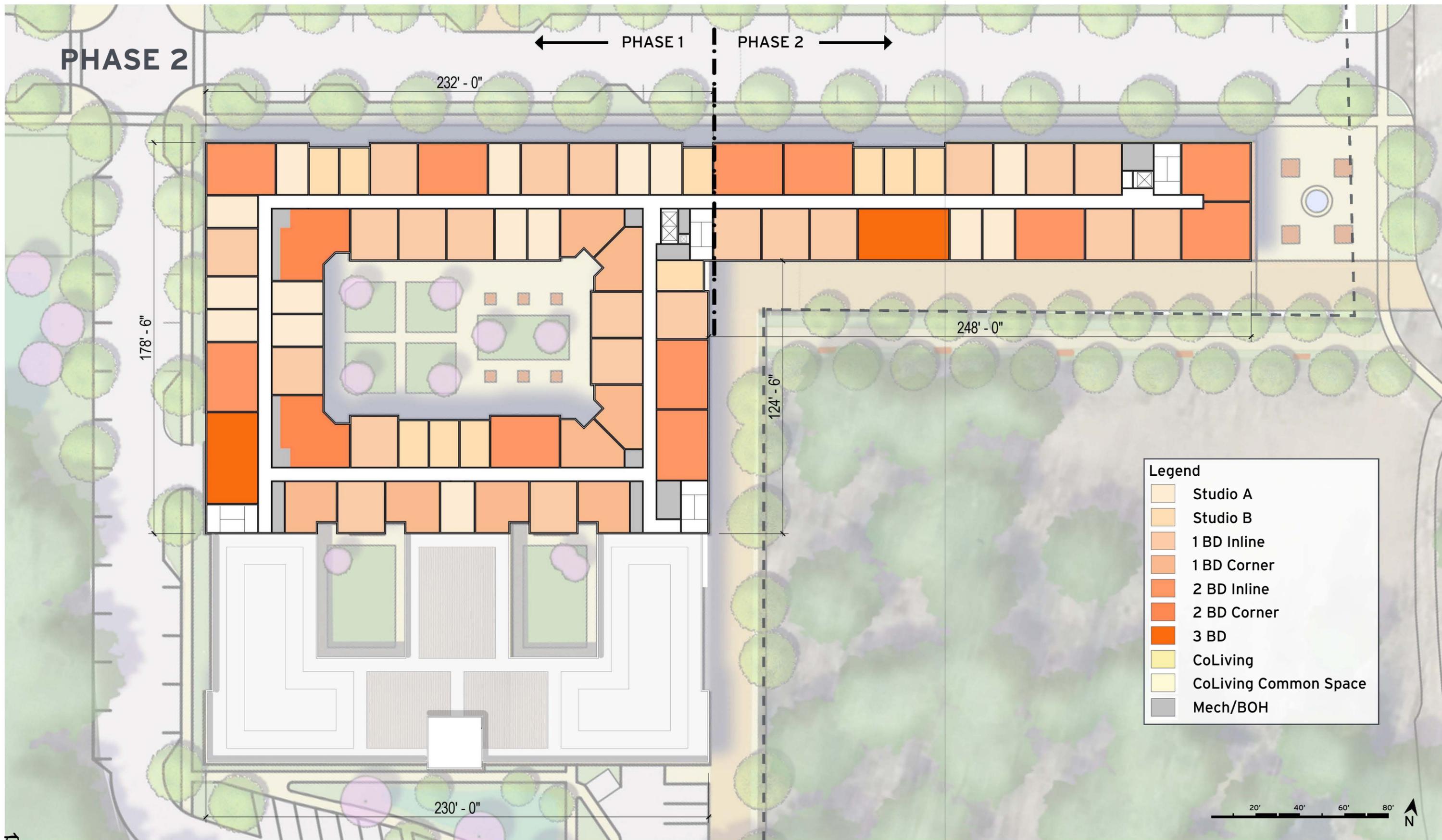
	Studio A
	Studio B
	1 BD Inline
	1 BD Corner
	2 BD Inline
	2 BD Corner
	3 BD
	CoLiving
	CoLiving Common Space
	Garage
	Mech/BOH
	Amenity

1050



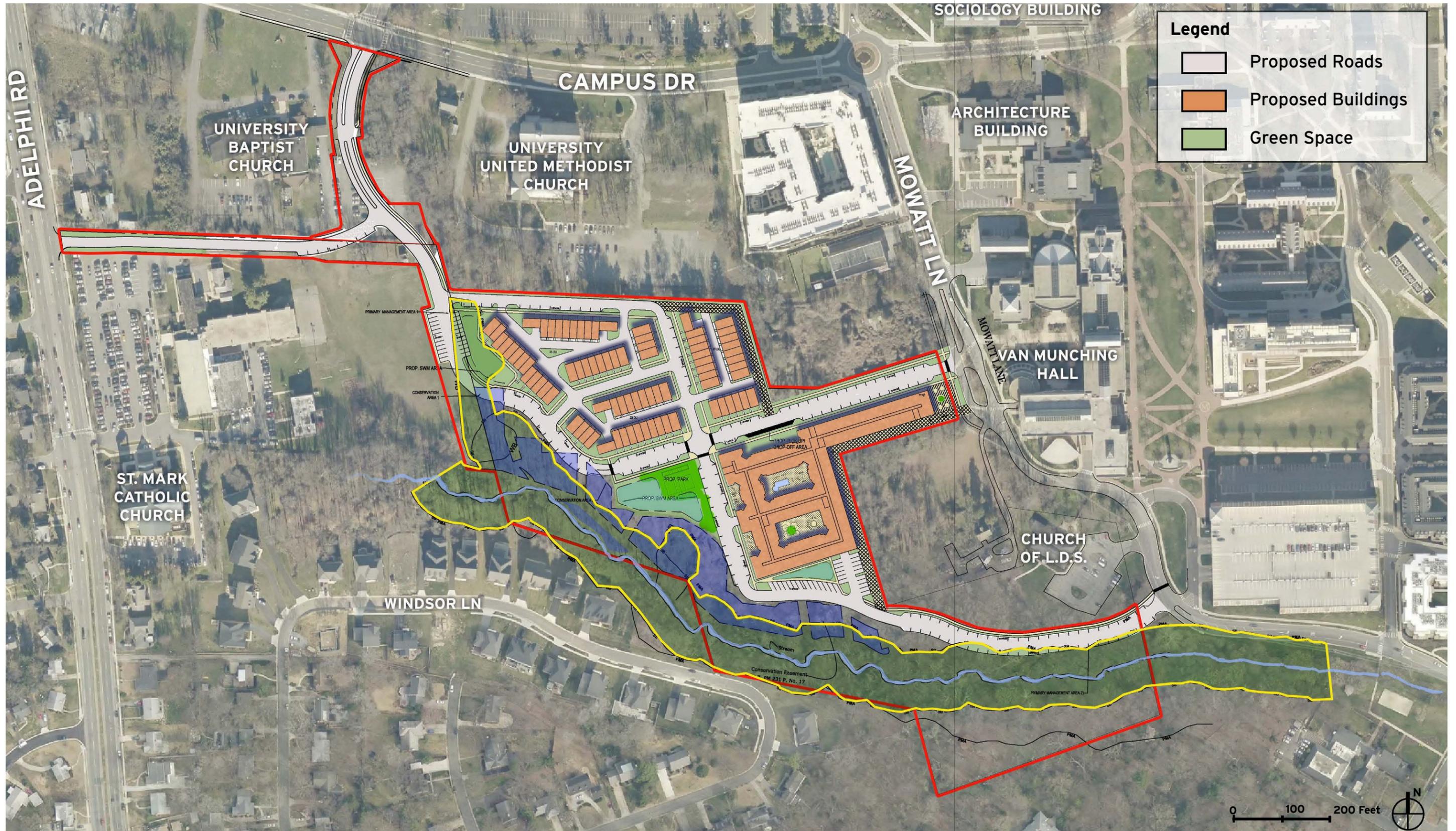


1053



1054

WESTERN GATEWAY PREVIOUS SCHEME



1066

PREVIOUS SCHEME UNIT MIX

	Studio	1BR	2BR	3BR	4BR	
G2	1	2	2	1	0	6
G1	9	13	11	4	1	38
1st Floor	17	22	23	4	1	67
2nd Floor	17	29	26	4	1	77
3rd Floor	15	21	17	2	1	56
4th Floor	15	21	17	2	1	56
Total Mix	74	108	96	17	5	300
Target Mix	75	110	95	15	5	300
Total %	24.67%	36.00%	32.00%	5.67%	1.67%	
Target %	25.00%	36.67%	31.67%	5.00%	1.67%	

Parking
127
96
223

PREVIOUS SCHEME UNIT TYPES

	Studio	1BR	2BR	3BR	4BR
Typical Sqft.	360	528	816	1008	1344



9

Review of Legislature

Memorandum

TO: Bill Gardiner, Assistant City Manager
City of College Park

FROM: Leonard L. Lucchi, Esquire
Eddie L. Pounds, Esquire
City Lobbyists

DATE: March 13, 2020

RE: Weekly Report #9

As you may already be aware, Governor Larry Hogan held a press conference on yesterday, wherein out of an abundance of caution, he announced that Maryland will continue to operate under a state of emergency and will take additional precautionary measures to help mitigate the spread of the COVID-19 virus, including the following measures:

- The Maryland Emergency Management Agency (MDMEMA) has fully operationalized to mobilize all state resources.
- Beginning on Monday, March 16, all schools throughout Maryland will close through Friday, March 27, 2020
- A mandatory telework policy for all non-essential state employees is effect.
- Access to the House and Senate Office buildings and Legislative Services will be restricted to credentialed personnel.
- Mass gatherings and events of 250 or more people are cancelled or postponed.
- Senior activity centers will be closed.
- The cruise ship terminal at the Port of Baltimore will be closed in the coming days.
- The National Guard has been activated to respond to if the need arises.

Despite this pandemic, Maryland lawmakers will continue working through this weekend and prioritize the most “critical” bills for passage in case they need to end the legislative session early due to the spread of the COVID-19 virus. Beginning next week, only bill sponsors will be allowed to testify in person during bill hearings; members of the public and interest groups will still be able to submit written testimony electronically, so please continue to send those to us for submission.

We will continue to provide excellent service by monitoring the below listing of pertinent bills of interest for the City:

1. **PG 108-20** M-NCPPC – Summer Math, Reading, and Science Pilot Program – For the purpose of creating a Summer Math, Reading, and Science Pilot Program. M-NCPPC is to coordinate with the Prince George’s County public school system to integrate academic content into summer parks and recreation programs. **Unfavorable**
2. **PG 303-20** Prince George’s County – Alcoholic Beverages – Shopping Center – Authorization of a Class B-SC (Shopping Center) 7-day beer, wine, and liquor license. **Unfavorable**
3. **PG 308-20** Prince George’s County – Alcoholic Beverages – Licenses for Supermarkets – Authorizes Class A beer and light wine license for use in a supermarket. **Unfavorable**
4. **PG 401-20** Prince George’s County – Authority to Impose Fees for Use of Disposable Bags – Authorizes the County to impose a fee on retail establishments for the use of disposable bags. **Unfavorable**
5. **HB 5 (SB 161)** Crimes – Hate Crimes – Use of an Item or a Symbol to Threaten or Intimidate - Prohibits a person from placing or inscribing an item or a symbol, including an actual or depicted noose or swastika, whether temporary or permanent, on any real or person property, public or private, without the express permission of the owner or specific persons, with the intent to threaten or intimate any person or group of persons. Violators are guilty of a misdemeanor, punishable by imprisonment for up to three years and/or a \$5,000 fine. **House Bill was heard by the House Judiciary Committee on January 16, 2020. House Bill passed Third Reader (133-4), as amended and has been referred to the Senate Judicial Proceedings Committee. Senate Bill was heard by the Senate Judicial Proceedings Committee on January 29, 2020. Senate Bill passed Third Reader (45-0) and has been referred to the House Judiciary Committee. Bill is supported by MML. Strong likelihood of passage.**
6. **HB 8** Illegal Dumping and Litter Control Law – Yard Waste – Bill expands illegal dumping to include “yard waste” and imposes a mandatory misdemeanor penalty and fine for violation. **Unfavorable; bill withdrawn.**
7. **HB 42 (SB 67)** Public Information Act - Applications for Inspection – Responses and Time Limits - Decreasing the time periods within which a custodian is required to grant or deny a certain application to inspect a public record and produce a public record in response to an approved application; altering the circumstances under which and the time period within which a custodian is required to indicate certain information in writing or by e-mail; decreasing from 10 to 5 working days. **House Bill was heard by the House Health & Government Operations Committee on February 11, 2020. Senate Bill unfavorable; Senate bill withdrawn.**

8. **HB 52** Local Government – Lemonade Stands – Prohibition on Regulation by Local Law - Prohibiting a municipality, a county, or any other political subdivision from adopting or enforcing a local law prohibiting or regulating the sale of lemonade or other nonalcoholic beverages by individuals under the age of 18 from a stand on private property. **Bill was heard by the House Environ & Tran. Committee on Jan. 28, 2020. Unlikely that any action will be taken.**
9. **HB 70** Vehicle Laws – Intersections – Prohibited Acts - Prohibiting a vehicle facing a circular green signal, a green arrow signal, or a steady yellow signal from entering an intersection if the vehicle is unable to safely and completely proceed through the intersection. **Passed the House. In the Senate Judicial Proceedings Committee.**
10. **HB 78 (SB 172)** Bay Restoration Fund – Authorized Uses - This bill expands the criteria used to determine how to allocate funding from the Bay Restoration Fund (BRF) Wastewater Account by including climate resiliency and flood control as issues for the Maryland Department of the Environment (MDE) to consider when determining the priority of funding for specified projects. The bill also adds “volume or quality control” to the types of stormwater control measures that a local government can receive BRF funding for if the local government has implemented a system of charges to fully fund a stormwater management program. The bill takes effect July 1, 2020. **House Bill was heard by the House Environ & Trans. Committee on January 29, 2020. House Bill passed Third Reader (139-0) and has been referred to the Senate Education, Health & Environ. Affairs Committee. Senate Bill was heard by Senate Education, Health & Environ. Affairs Committee on January 29, 2020. Senate Bill passed Third Reader (45-0) and has been referred to the House Environment & Transportation Committee. Bill is supported by MML.**
11. **HB 125 (SB 148)** Board of Public Works – Land Acquisition – Requirements - This bill prohibits the Board of Public Works (BPW) from approving the acquisition of specified real property worth at least \$500,000 unless (1) BPW provides the Legislative Policy Committee (LPC) with specified information and (2) in some circumstances, a study is done regarding the ongoing fiscal effect of the acquisition on the State. The bill does not apply to specified acquisitions of (1) property for land preservation and conservation purposes, primarily by the Department of Natural Resources (DNR); (2) property at the Port of Baltimore or Baltimore/Washington International Thurgood Marshall Airport; or (3) federally owned military property. The bill takes effect June 1, 2020. **The House bill passed third reading and is before the Senate. Senate bill was adopted favorably with amendments. Bill is supported by MML and has a high likelihood of passage.**
12. **HB 127 (SB 287)** Maryland Arts and Culture Capital Grant Program - This bill establishes the Maryland Arts and Culture Capital Grant Program. The Maryland

State Arts Council (MSAC) must administer the program and hire at least one full-time coordinator for the program. From fiscal 2022 through 2027, the Governor must appropriate \$10.0 million annually to the program. The council must award the total amount each year, split evenly between two types of eligible recipients, subject to specified requirements. The bill takes effect July 1, 2020. **House Bill was heard by the House Appropriations Comm on January 28, 2020. Senate Bill was heard by the Senate Budget & Taxation Committee on January 29, 2020, where it has passed Third Reader (47-0) and has been referred to the House Appropriations Committee.**

13. **HB 130 (SB 319)** Vehicle Laws – Move Over Safety Monitoring System – Authorization – Bill would authorize certain first responder vehicles, including police, fire and ambulance, to have video monitoring systems installed for the purpose of recording those vehicle operators who fail to move over on the approach of an emergency vehicle. **House Bill was heard by the House Environment & Trans. Committee on February 6, 2020. Senate Bill was heard by the Senate Judicial Proceedings Committee on February 6, 2020. No further movement on either bill to date.**
14. **HB 166** Criminal Procedure – Law Enforcement Procedures – Use of Force - This bill establishes circumstances under which a police officer is justified in using force and deadly force. It also establishes what a trier of fact must consider when assessing whether the police officer’s beliefs and actions were reasonable. **Bill was heard by the House Judiciary Committee on March 3, 2020. Bill is opposed by MML.**
15. **HB 185 (SB 223)** Commission on Tax Policy, Reform, and Fairness –This bill establishes the Commission on Tax Policy, Reform, and Fairness to be staffed by the Department of Legislative Services (DLS). The commission must report its preliminary findings and recommendations to the Governor and General Assembly by December 1, 2020, and its findings and recommendations to the Governor and General Assembly by December 1, 2021. The bill takes effect June 1, 2020, and terminates June 30, 2022. **House Bill was heard by the House Ways & Means Committee on February 4, 2020. Senate Bill was heard by the Senate Budget & Taxation Committee on January 29, 2020. No further movement on either bill to date.**
16. **HB 209 (SB 313)** Plastics and Packaging Reduction Act – This bill prohibits a store from providing a customer with a “plastic carryout bag” and requires a store to charge, collect, and retain at least 10-cents for each “durable carryout bag” provided to a customer. The appropriate unit of county government must enforce these provisions, and the bill establishes a civil penalty for violations. The Maryland Department of Labor (MDL) must adopt implementing regulations. The bill also establishes the Single-Use Products Workgroup, staffed by the Maryland Department of the Environment (MDE); the workgroup must submit a report of its findings and recommendations to the Governor and the General Assembly by December 1, 2020. The bill’s provisions relating to the workgroup take

effect July 1, 2020, and terminate June 30, 2021. The bill's other provisions take effect July 1, 2021. **House Bill was heard by the House Environment and Transportation Committee on February 11, 2020. House Bill passed Third Reader (95-37). Senate Bill was heard by the Senate Finance Committee on February 20, 2020.**

17. **HB 223** End Ineffective Business Subsidies Act of 2020 – This bill prohibits the Secretary of Commerce from designating or expanding certain enterprise zones and focus areas on or after June 1, 2020; provides for the termination of the One Maryland Economic Development Tax Credit Program on January 1, 2022; applies the Opportunity Zone Enhancement Program to taxable years 2019 through 2021; and prohibits the Department of Commerce from issuing tax credit certificates to certain investors in certain biotechnology companies on or after January 1, 2022. **Bill was heard by the House Ways & Means Committee on February 12, 2020. Bill is opposed by MML. No further movement on the bill.**
18. **HB 258 (PG 408-20)** Prince George's County – State Highways – Toll Facilities – Prohibits a State agency, including the Maryland Transportation Authority, from acquiring or constructing any toll road, toll highway, or toll bridge in Prince Georges County unless authorized by Prince George's County by local law. **Bill was heard by the House Environment & Trans. Committee on February 20, 2020. No further movement on bill to date.**
19. **HB 280 (SB 234)** Vehicle Laws - Suspension of Driver's License or Registration - Unpaid Citations or Judgments – This bill alters the requirements and procedures governing certain programs that authorize installment payments for certain motor vehicle traffic citations or judgment debts under certain circumstances; repeals the requirement that the Motor Vehicle Administration suspend a person's driver's license and vehicle registration for failure to pay a traffic citation or request a trial; and authorizes the Administration to initiate an action for a certain civil judgment for an unpaid traffic citation under certain circumstances. **House Bill was heard by the House Environment & Transportation Committee on February 19, 2020 (rescheduled from February 6, 2020). House Bill passed Second Reader with amendments. Senate Bill was heard by the Senate Judicial Proceedings Committee on February 4, 2020, where it has passed Second Reader with amendments. Bill is opposed by MML.**
20. **HB 292 (SB 229)** Toll Roads, Highways, and Bridges - County Government Consent Requirement – Expansion - This bill expands the requirement that a State agency receive the express consent of a majority of the affected Eastern Shore county governments before it constructs a toll road, toll highway, or toll bridge in those counties. Under the bill, this requirement is expanded to apply to all counties in the State (including Baltimore City) if they are affected by any such toll road, toll highway, or toll bridge. **House Bill was heard by the House Environment & Trans.**

Committee on February 13, 2020. Senate Bill hearing has been cancelled.

21. **HB 299** Public-Private Partnership Projects - Real Property Acquisition – Prohibition - Prohibiting a State agency or its designee from acquiring residential real property for a public-private partnership project that includes the addition of toll lanes to I-495 or I-270. **Bill was heard by the House Environment & Trans. Committee on February 11, 2020. No further movement.**
22. **HB 301** Public Safety – Task Force on Missing Persons - This bill establishes a Task Force on Missing Persons. The State agencies represented on the task force must provide staff for the task force. The task force must report its findings and recommendations to the Governor and the General Assembly by December 31, 2021. The bill takes effect July 1, 2020, and terminates June 30, 2022. **Bill was heard by the House Judiciary Committee on February 4, 2020. No further movement.**
23. **HB 351** Land Use and Vehicle Miles Traveled Workgroup - This bill establishes a Land Use and Vehicle Miles Traveled Workgroup to develop a State strategy that identifies State and local land use policies, business incentives, and transportation policies, investments, and programs to reduce vehicle miles traveled (VMT) in the State and meet other related goals. The Department of Legislative Services (DLS) must provide staff for the workgroup. By December 15, 2020, the workgroup must report its interim findings and recommendations to the Governor and the General Assembly; its final findings and recommendations must be submitted by December 31, 2021. The bill takes effect July 1, 2020, and terminates June 30, 2022. **Bill was heard by the House Environment & Transportation Committee on February 12, 2020. Bill is supported by MML. No further movement.**
24. **HB 359 (SB 277)** Clean Cars Act of 2020 – Extension, Funding and Reporting – This bill extends and alters, for certain fiscal years, the Electric Vehicle Recharging Equipment Rebate Program and vehicle excise tax credit for the purchase of certain electric vehicles; repeals the limitation on the maximum total purchase price of certain vehicles; requires the Maryland Zero Emission Electric Vehicle Infrastructure Council to issue certain reports on or before certain dates; and alters the amount required to be transferred each year from the Maryland Strategic Energy Investment Fund to the Transportation Trust Fund. **House Bill was heard by the House Environment and Transportation Committee on February 13, 2020. Senate Bill was heard by the Senate Finance Committee on February 11, 2020. No further movement.**
25. **HB 368 (SB 424)** Maryland Transit Administration - Funding (Transit Safety and Investment Act) - This bill alters and extends (by five years) provisions of the Maryland Metro/Transit Funding Act (Chapters 351 and 352 of 2018) that require increased operating and capital spending for the Maryland Transit Administration (MTA). For fiscal 2023 through 2027,

the appropriation for MTA's operating expenses may not be less than the fiscal 2022 appropriation. For fiscal 2022 through 2027, the Governor must include in the State budget an appropriation from the Transportation Trust Fund (TTF) of at least \$500 million for MTA's capital needs. The bill takes effect June 1, 2020. **House Bill was heard by the House Appropriations Committee on February 4, 2020. Senate Bill was heard by the Senate Budget & Taxation Committee on February 12, 2020. No further movement.**

26. HB 401 (SB 758)

Public Information Act - Remote Access, Fee Complaints, Fee Waivers, and Inspection of Judicial Records (Open Government, Better Government Act) – This bill establishes the intent of the General Assembly that each official custodian adopt an internet use policy and other technological advances to expand remote access to public records and increase the transparency of government; requires the Public Information Act Compliance Board to receive, review, and resolve certain complaints alleging that a custodian unreasonably failed to waive a fee under certain circumstances; and alters the minimum fee charged under which the Board has authority to review a complaint. **House Bill was heard by the House Judiciary Committee on February 12, 2020. Senate Bill was heard by the Senate Judicial Proceedings Committee on February 18, 2020. Bill is opposed by MML and has a low likelihood of passage. No further movement.**

27. HB 502 (SB 590)

Public Information Act – Revisions – This bill requires each official custodian to adopt a certain policy of proactive disclosure; requires each official custodian to publish annual reports online, to the extent practicable; requires the Public Information Act Compliance Board to receive, review, and resolve certain complaints from applicants and applicants' designated representatives; and requires the Board to receive and review complaints from any custodian alleging that an applicant's request or pattern of requests is frivolous or vexatious. **House Bill was heard by the House Health & Government Operations Committee on February 11, 2020. Senate Bill was heard by the Senate Education, Health and Environmental Affairs Committee on February 13, 2020. Bill is supported with amendments by MML. No further movement.**

28. HB 561 (SB 315)

Electric Industry – Community Choice Energy – This bill applies certain laws regarding net energy metering and community solar generating systems to customers served by a community choice aggregator; repeals a provision that prohibits a county or municipal corporation from acting as an aggregator under certain circumstances; and establishes a process by which, beginning on October 1, 2021, a county or municipal corporation or group of counties or municipal corporations may form or join a community choice aggregator. **House Bill was heard by the House Economic Matters Committee on February 13, 2020. House Bill has been Special Ordered. Senate Bill was heard by the Senate Finance Committee on February 25, 2020.**

29. **HB 607 (SB 305)** Public Safety – Crisis Intervention Team Center of Excellence – This bill establishes the Crisis Intervention Team Center of Excellence in the Governor's Office of Crime Control and Prevention to provide technical support to local governments, law enforcement, public safety agencies, behavioral health agencies, and crisis service providers and develops and implements a crisis intervention model program; requires the Office to appoint certain coordinators to the Center; requires the Center to take certain actions; a requires annual reporting. **House Bill was heard by the House Judiciary Committee on February 18, 2020. Senate Bill was heard by the Senate Judicial Proceedings Committee on February 11, 2020, where it has passed Third Reader (47-0). Senate Bill has been referred to the House Judiciary Committee. Bill is supported by MML and has a high likelihood of passage.**
30. **HB 709 (SB 490)** Human Services - Youth Services Bureaus – Funding – This bill repeals a requirement that the Department of Human Services identify eligible youth services bureaus and estimate the amount of State funds to allocate to each youth services bureau; requires State matching funds for a youth services bureau to be paid directly to its private sponsor; requires the Governor to include at least \$1,800,000 in the annual budget bill for youth services bureaus; and provides for the allocation of the required funds. **House Bill was heard by the House Appropriations Committee on February 18, 2020. Senate Bill was heard by the Senate Budget & Taxation Committee on February 12, 2020. The Senate bill has passed the floor and is before the House Appropriations Committee where it will be heard on March 19, 2020.**
31. **HB 1034 (SB 835)** County and Municipal Street Lighting Investment Act – Bill authorizes a county or municipality, after giving 60 days written notice to the electric company and the Public Service Commission, to convert its street lighting service to a certain alternative-energy-only tariff, submit a request to acquire certain street lighting equipment from the electric company, and enter into an agreement to purchase electricity for a certain use from any available electricity supplier under certain circumstances. **House Bill was heard by the House Economic Matters Committee on March 5, 2020. House Bill unfavorable; bill withdrawn. Senate Bill was heard by the Senate Education, Health and Environmental Affairs Committee on March 4, 2020.**
32. **HB 1109 (SB 109)** Disabled Active Duty Service Members, Disabled Veterans, and Surviving Spouses - Exemption From Property Tax and Other Charges and Refunds - This bill exempts a dwelling house owned by a disabled active duty service member, disabled veteran, or surviving spouse from specified governmental charges. The bill requires the State, a county, or a municipality to pay property tax refunds to a disabled active duty service member, disabled veteran, or surviving spouse under specified circumstances. The State, a county, or a municipality must pay interest on the refund under specified circumstances. The bill takes effect June 1,

2020, and applies retroactively to taxable years beginning after June 30, 2015. **House Bill was heard by the House Ways and Means Committee on March 3, 2020. Senate Bill was heard by the Senate Budget and Taxation Committee on January 22, 2020. No further movement.**

33. **HB 1155** Local Governments – Responsibility for Repairing or Replacing Sidewalks – Bill specifies that a county or municipality is responsible for repairing or replacing a sidewalk that becomes damaged as a result of a tree planted by the county or municipality; and prohibits a county or municipality from requiring a certain property owner to repair or replace, or contribute to the cost of repairing or replacing, a sidewalk that has become damaged as a result of a tree planted by the county or municipality. **Unfavorable.**
34. **HB 1394 (SB 982)** Highway User Revenues - Revenue and Distribution – (An MML Priority Bill) This bill repeals an exclusion of certain motor fuel tax revenue from distribution as highway user revenues to the Gasoline and Motor Vehicle Revenue Account; repeals an exception for highway user revenues to the requirement that supermajorities of the General Assembly approve transfers from the Transportation Trust Fund; and alters the amounts of capital grants calculated based on highway user revenues that are required to be appropriated to Baltimore City, counties, and municipalities in certain fiscal years. **House Bill was heard by the House Environment and Transportation Committee on March 5, 2020. Senate Bill was heard by the Senate Budget and Taxation Committee on March 4, 2020. No further movement.**
35. **HB 1612 (SB 901)** State and Local Government – Participation in Federal Immigration - Bill provides officials with immunity from criminal and civil liability for refusing to provide information to the federal government or another state for federal immigration purposes. **Senate Bill was heard by the Senate Judicial Proceedings Committee on February 26, 2020. The House Bill is still in the Rules Committee.**
36. **SB 3** Electronic Smoking Devices, Other Tobacco Products, and Cigarettes – Taxation and Regulation - Applying certain provisions of tax law regulating the sale, manufacture, distribution, possession, and use of cigarettes and other tobacco products to certain electronic smoking devices; altering the definition of "other tobacco products" to include certain consumable products and the components or parts of those products and to exclude certain other products. **Bill was heard by the Senate Budget & Taxation Committee on January 29, 2020.**
37. **SB 109 (HB 1109)** Disabled Active Duty Service Members, Disabled Veterans and Surviving Spouses – Exemption from Property Tax and Other Charges and Refunds - This bill exempts a dwelling house owned by a disabled active duty service member, disabled veteran, or surviving spouse from specified governmental charges. The bill requires the State, a county, or a municipality to pay property tax refunds to a disabled active duty service

member, disabled veteran, or surviving spouse under specified circumstances. The State, a county, or a municipality must pay interest on the refund under specified circumstances. The bill takes effect June 1, 2020, and applies retroactively to taxable years beginning after June 30, 2015. **Senate Bill was heard by the Senate Budget & Taxation Committee on January 22, 2020. House Bill was heard by the House Ways and Means Committee on March 3, 2020. No further movement.**

38. **SB 128**

Local Government Animal Control Facilities – Adoption Fee Waiver for Veterans (Pets for Vets Act of 2020) - This bill requires an animal control facility operated by a county or municipality to waive the adoption fee for a dog or cat adopted by a veteran who presents specified identification that notes the individual is a veteran. An animal control facility may limit the number of adoption fee waivers granted to an individual to one dog and one cat within a six-month period. **Bill was heard by the Senate Education, Health and Environ. Affairs Committee on January 29, 2020. Bill passed the floor and will be heard by the House Environment and Transportation Committee on March 18, 2020.**

39. **SB 209 (HB 654)**

Criminal Law – Unruly Social Gatherings – Civil Penalties – This bill prohibits a person responsible for a private premise from conducting, causing, permitting, or aiding in the maintaining of any “unruly social gathering” on or in those premises. Violators are subject to the issuance of a civil citation and maximum penalties of \$500 (for a first violation) and \$1,000 (for a second or subsequent violation). A court may also order a violator to perform 20 hours of community service. Nothing in the bill prohibits a law enforcement officer from issuing a criminal citation or other civil citation under State or local law for violations arising out of the same circumstances. The bill may not be construed to preempt or prevail over any ordinance, resolution, law, or rule that is more stringent. **Unfavorable**

40. **SB 223 (HB 185)**

Commission on Tax Policy, Reform and Fairness – This bill establishes the Commission on Tax Policy, Reform, and Fairness to be staffed by the Department of Legislative Services (DLS). The commission must report its preliminary findings and recommendations to the Governor and General Assembly by December 1, 2020, and its findings and recommendations to the Governor and General Assembly by December 1, 2021. The bill takes effect June 1, 2020, and terminates June 30, 2022. **Senate bill was heard by the Senate Budget & Taxation Committee on January 29, 2020. House bill was heard by the House Ways & Means Committee on February 4, 2020. No further movement.**

41. **SB 253 (HB 715)**

State Finance and Procurement - Prohibited Appropriations - Magnetic Levitation Transportation System –This bill prohibits the State (or any unit or instrumentality of the State) from using any appropriation for a magnetic levitation (Maglev) transportation system located or to be

located in the State. The bill also prohibits a public or private entity that receives money from the State from authorizing a permit or giving any other form of approval for a Maglev system. Finally, the bill prohibits a proposal for a Maglev system from including the use of any Amtrak or CSX Transportation right-of-way. The bill takes effect June 1, 2020. **Senate Bill was heard by the Senate Budget & Taxation Committee on February 5, 2020. House Bill was heard by the House Appropriations Committee on February 25, 2020. The hearing scheduled for the House Environment and Transportation Committee on February 21, 2020, has been cancelled. Unfavorable; bill withdrawn.**

10

Appointments to Boards and Committees

City of College Park
Board and Committee Appointments

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

Advisory Planning Commission			
Appointee	Represents	Appointed by	Term Expires
Larry Bleau 7/9/02	District 1	Mayor	June 30, 2020
Llatetra Brown Esters 06/18	District 2	Mayor	June 30, 2020
Christopher Gill 09/24/13	District 1	Mayor	June 30, 2020
James E. McFadden 2/14/99	District 3	Mayor	June 30, 2020
Ben Flamm 01/02/18	District 2	Mayor	June 30, 2020
Santosh Chelliah 01/02/18	District 4	Mayor	June 30, 2020
Stephanie Stullich 01/02/18	District 3	Mayor	June 30, 2020
City Code Chapter 15 Article IV: The APC shall be composed of 7 members appointed by the Mayor with the approval of Council, shall seek to give priority to the appointment of residents of the City and assure that there shall be representation from each of the City's four Council districts. Three-year terms. Vacancies shall be filled by the Mayor with the approval of the Council for the unexpired portion of the term. The Chairperson is elected by the majority of the Commission. Members are compensated. Liaison: Planning.			

Airport Authority			
Appointee	Resides in	Appointed by	Term Expires
James Garvin 11/9/04	District 3	M&C	June 30, 2020
Jack Robson 5/11/04	District 3	M&C	June 30, 2020
Anna Sandberg 2/26/85	District 3	M&C	June 30, 2020
Gabriel Iriarte 1/10/06	District 3	M&C	June 30, 2020
Christopher Dullnig 6/12/07	District 2	M&C	June 30, 2020
David Kolesar 04/28/15	District 1	M&C	June 30, 2020
Dave Dorsch 08/11/15	District 3	M&C	June 30, 2020
City Code Chapter 11 Article II: 7 members, must be residents and qualified voters of the City, appointed by Mayor and City Council, for three-year terms. Vacancies shall be filled by M&C for an unexpired portion of a term. Authority shall elect Chairperson from membership. Not a compensated committee. Liaison: City Clerk's Office.			

Animal Welfare Committee			
Appointee	Resides in	Appointed by	Term Expires
Dave Turley 3/23/10	District 1	M&C	June 30, 2020
Patti Stange 6/8/10	Nonresident	M&C	June 30, 2020
Taimi Anderson 6/8/10	Nonresident	M&C	June 30, 2020
Suzie Bellamy 9/28/10	District 4	M&C	June 30, 2020
Kathy Rodeffer 11/24/15	Nonresident	M&C	June 30, 2020
Kennis Termini 03/26/19	District 1	M&C	June 30, 2020

Bram Turner 04/09/19	District 1	M&C	June 30, 2020
Christine Nagle 10/22/19	District 1	M&C	June 30, 2020
Lisa Ealley 10/22/19	District 1	M&C	June 30, 2020
Marcia Booth 11/12/19	District 1	M&C	June 30, 2020
Stephanie Butler 12/10/19	District 1	M&C	June 30, 2020
Resolution 15-R-26, 10-R-20: Up to fifteen members appointed by the Mayor and Council for three-year terms. Not a compensated committee. Liaison: Public Services.			

Board of Election Supervisors			
Appointee	Represents	Appointed by	Term Expires
John Robson (Chief) 5/24/94	Mayoral appt	M&C	03/21
Lisa Williams 10/23/18	District 1	M&C	03/21
Diane Ligon 02/26/19	District 2	M&C	03/21
John Payne 04/25/17	District 3	M&C	03/21
Yousuf Jaleel 10/01/19	District 4	M&C	03/21
Cameron Thurston 03/26/19	Mayoral appt	M&C	03/21
City Charter C4-3: The Mayor and Council shall, not later than the first regular meeting in March of each year in which there is a general election, appoint and fix the compensation for six qualified voters as Supervisors of Elections, one of whom shall be appointed from the qualified voters of each of the four election districts and two of whom shall be appointed by the Mayor with the consent of the Council. The Mayor and Council shall designate one of the six Supervisors as the Chief of Elections. This is a compensated committee; compensation is based on a fiscal year. Per Council action (item 19-G-46) effective July 1, 2019: For each of the next two years, the Chief Election Supervisor will receive \$960/fiscal year and the Supervisors will receive \$720/fiscal year. Liaison: City Clerk's office.			

College Park City-University Partnership			
Appointee	Represents	Appointed by	Term Expires
Carlo Colella	Class A Director	UMD President	06/30/21
Edward Maginnis	Class A Director	UMD President	06/30/21
Ken Ulman	Class A Director	UMD President	06/30/22
Brian Darmody	Class A Director	UMD President	06/30/20
Patrick L. Wojahn (01/12/16)	Class B Director	M&C	06/30/20
Maxine Gross	Class B Director	M&C	06/30/21
Senator James Rosapepe	Class B Director	M&C	06/30/22
Stephen Brayman	Class B Director	M&C	06/30/20
David Iannucci (07/15/14)	Class C Director	City and University	06/30/20
Dr. Richard Wagner (Chair)	Class C Director	City and University	06/30/22

The CPCUP is a 501(c)(3) corporation whose mission is to promote and support commercial revitalization, economic development and quality housing opportunities consistent with the interests of the City of College Park and the University of Maryland. The CPCUP is not a City committee but the City makes appointments to the Partnership. Class B Directors are appointed by the Mayor and City Council; Class C Directors are jointly appointed by the Mayor and City Council and the President of the University of Maryland.

College Park Seniors Committee			
Appointee:	Represents:	Appointed by:	Term Expires
Arelis Pérez 11/14/17	Resident, District 1	M&C	June 30, 2020
Manuel Guevara-Cordova 03/28/17	Resident, District 3	M&C	June 30, 2020
Rosemary Perticari 04/11/17	Resident, District 1	M&C	June 30, 2020
Mary Anne Hakes 04/11/17	Resident, District 3	M&C	June 30, 2020
VACANT		M&C	June 30, 2020
Darlene Nowlin 08/08/17	Resident, District 4	M&C	June 30, 2020
Bonnie McClellan	Resident, District 4	M&C	June 30, 2020
Victoria Evans 01/15/19	Resident, District 2	M&C	June 30, 2020
Robert Thurston 03/12/19	Resident, District 2	M&C	June 30, 2020
Lynn Topp 04/23/19	Non-Resident	M&C	June 30, 2020
Ann Bolduc 09/10/19	Resident, District 1	M&C	June 30, 2020
Resolution 16-R-33 adopted December 13, 2016. Resolution 17-R-29 adopted November 28, 2017 increased membership. Resolution 19-R-07 adopted April 9, 2019 removed the Councilmember designation and increased membership. Up to 11 members, with the goal of at least one resident per Council district. Three-year terms. Vacancies shall be filled for the unexpired portion of the term. The Committee shall appoint a Chair and Vice Chair each with a term of one year from among the members of the committee. Not a compensated committee. Liaison: Youth, Family and Senior Services.			

Committee For A Better Environment			
Appointee	Resides in	Appointed by	Term Expires
Suchitra Balachandran 10/9/07	District 4	M&C	June 30, 2020
Alan Hew 01/12/16	District 4	M&C	June 30, 2020
Daniel Walfield 02/23/16	District 1	M&C	June 30, 2020
Todd Larsen 03/22/16	District 2	M&C	June 30, 2020
Caroline Wick 02/12/19	District 3	M&C	June 30, 2020
Alexa Bely 02/12/19	District 3	M&C	June 30, 2020
Oscar Gregory 02/26/19	District 2	M&C	June 30, 2020
Cameron Thurston 02/26/19	District 2	M&C	June 30, 2020
Pablo Regis de Oliveria 03/12/19	District 3	M&C	June 30, 2020
Andrea McNamara 03/12/19	District 3	M&C	June 30, 2020
Matt Dernoga 03/26/19	District 1	M&C	June 30, 2020
Chunyang Ding 01/14/20	District 1	M&C	June 30, 2020
Nikeshia Pancho 01/28/20	District 4	M&C	June 30, 2020

City Code Chapter 15 Article VIII: No more than 25 members, appointed by the Mayor and Council. Three-year terms. Members shall elect the chair. Not a compensated committee. Liaison: Public Works.

Complete Count Committee	
Appointee:	Suggested Composition / Slot filled:
Robert Day 12/11/18	Councilmember – Liaison to full Council
Denise Mitchell 12/11/18	Councilmember – Liaison to full Council
Heidi Biffel 12/11/18	UMD Dept of Fraternity & Sorority Life
Gloria Aparicio-Blackwell 12/11/18	UMD Office of Community Engagement
Michael Glowacki 12/11/18	UMD Dept of Resident Life
Jim Nealis 02/12/19	Resident
John Payne 02/12/19	Neighbors Helping Neighbors
Lupi Quinteros-Grady 02/26/19	Latino community liaison
Melissa Sites 12/11/18	Community Association – CPAE
Andy Miller 02/12/19	PGPOA / landlord representative
Branson Cameron 04/23/19	UMD Student
Areli Perez 08/13/19	Resident
Resolution 18-R-14 adopted 10-09-2018; Resolution 19-R-06 adopted 04-09-2019: Composed of up to 12 members appointed by the Mayor and Council. Target representation shown above. Members shall be representative of a cross-section of residents willing to serve until the completion of the 2020 Census. Committee will be discharged after a report summarizing their goals and achievements is presented to Council at the conclusion of the 2020 Census. The committee shall select a Chair from among the members. A quorum for purposes of conducting business shall be a majority of appointed members. Not a compensated committee. Liaison: Planning.	

Education Advisory Committee			
Appointee	Represents	Appointed by	Term Expires
Melissa Day 9/15/10	District 3	M&C	June 30, 2020
Carolyn Bernache 2/9/10	District 4	M&C	June 30, 2020
Stacy Currie 01/29/19	UMCP	UMCP	June 30, 2020
Dawn Powers 1/26/16	District 2	M&C	June 30, 2020
David Toledo 04/25/16	District 1	M&C	June 30, 2020
Rose Greene Colby	District 3	M&C	June 30, 2020
Doris Ellis 08/08/17	District 4	M&C	June 30, 2020
Tessie Aikara 05/14/19	District 4	M&C	June 30, 2020
Resolutions 97-R-17, 99-R-4, 10-R-13, 15-R-25, and 17-R-09: At least 9 members who shall be appointed by the Mayor and Council: at least two from each Council District and one nominated by the University of Maryland. All except the UMCP appointee shall be City residents. Three-year terms. Vacancies shall be filled for the unexpired portion of the term. The Committee shall appoint the Chair and Vice-Chair of the Committee from among the members of the Committee. Not a compensated committee. Liaison: Youth and Family Services.			

Ethics Commission			
Appointee	Represents	Appointed by	Term Expires
Nora Eidelman 11/24/15	District 1	Mayor	June 30, 2020
Joe Theis 05/12/15	District 2	Mayor	June 30, 2020
Rachel Gregory	District 3	Mayor	June 30, 2020
Gail Kushner 09/13/11	District 4	Mayor	June 30, 2020
Robert Thurston 9/13/05	At Large	Mayor	June 30, 2020
Alan C. Bradford 1/23/96	At-Large	Mayor	June 30, 2020
Frank Rose 05/08/12	At-Large	Mayor	June 30, 2020
<p>City Code Chapter 38 Article II: Composed of seven members appointed by the Mayor and approved by the Council. Of the seven members, one shall be appointed from each of the City's four election districts and three from the City at large. Three-year terms. Vacancies shall be filled for the unexpired portion of the term. Commission members shall elect one member as Chair for a renewable one-year term. Commission members sign an Oath of Office. Not a compensated committee. Liaison: City Clerk's office.</p>			

Housing Authority of the City of College Park			
Bob Catlin 05/13/14		Mayor	05/01/24
James McFadden 10/09/18		Mayor	05/01/23
Theresa Keeler 09/17/19		Mayor	05/01/24
Arelis Perez 04/10/18		Mayor	05/01/20
VACANT	Attick Towers resident	Mayor	05/01/22
<p>The College Park Housing Authority was established in City Code Chapter 11 Article I, but it operates independently under Division II of the Housing and Community Development section of the Annotated Code of Maryland. The Housing Authority administers low income housing at Attick Towers. The Mayor appoints five commissioners to the Authority; each serves a five year term; appointments expire May 1. Mayor administers oath of office. One member is a resident of Attick Towers. The Authority selects a chairman from among its commissioners. The Housing Authority is funded through HUD and rent collection, administers their own budget, and has their own employees. The City supplements some of their services.</p>			

Martin Luther King, Jr. Tribute Committee			
Appointee	Represents	Appointed by	Term Expires
Lilla Sutton 09/27/16	District 2	M&C	June 30, 2020
Dottie Chicquelo	Non-resident	M&C	June 30, 2020
Jordan Schakner 10/10/17	District 1	M&C	June 30, 2020
Anita Wolley 11/14/17	District 2	M&C	June 30, 2020
VACANT		M&C	
<p>Resolution 16-R-11 adopted 06-14-2016. Purpose is to plan, organize and execute an annual event in honor of Dr. King. Between five and nine members, appointed by the Mayor and Council for three-year terms. Vacancies shall be filled for the unexpired portion of the term. The Committee shall appoint the Chair and Vice-Chair from among their membership annually. A quorum will consist of a majority of the appointed members. The Committee may work with partners such as the University of Maryland,</p>			

the Maryland National Capital Park and Planning Commission, local schools and faith communities, and others as appropriate, in planning the event. Liaison: Communications / Event Planner

Noise Control Board			
Appointee	Represents	Appointed by	Term Expires
Mark Shroder 11/23/10	District 1	Council, for District 1	June 30, 2020
Harry Pitt, Jr. 9/26/95	District 2	Council, for District 2	June 30, 2020
Alan Stillwell 6/10/97	District 3	Council, for District 3	June 30, 2020
Suzie Bellamy	District 4	Council, for District 4	June 30, 2020
Adele Ellis 04/24/12	Mayoral Appt	Mayor	June 30, 2020
Larry Wenzel 3/9/99	Alternate	Council - At large	June 30, 2020
Aaron Springer 10/09/18	Alternate	Council – At large	June 30, 2020

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

Recreation Board			
Appointee	Lives In	Appointed by	Term Expires
Sarah Araghi 7/14/09	District 1	M&C	June 30, 2020
Barbara Pianowski 3/23/10	District 4	M&C	June 30, 2020
Judith Oarr 05/14/13	District 4	M&C	June 30, 2020
Christina Toy 01/09/18	District 1	M&C	June 30, 2020
Jane Hopkins 1/23/18	District 4	M&C	June 30, 2020
Janice Bernache 02/13/18	District 3	M&C	June 30, 2020
Santosh Chelliah 10/09/18	District 4	M&C	June 30, 2020
Jane Miller	District 3	M&C	June 30, 2020
Domini Artis 10/08/19	District 4	M&C	June 30, 2020
Mark Mullauer 11/12/19	District 3	M&C	June 30, 2020

City Code Chapter 15 Article II: Effective 2/2/16: 10 members appointed by the Mayor and Council for three-year terms with a goal of representation from each district. Vacancies shall be filled for the unexpired portion of the term. The Chairperson will be chosen from among and by the district appointees. Not a compensated committee. Additional participants include the University of Maryland liaison and the M-NCPPC liaison. Liaison: Communications / Events Coordinator.

Tree and Landscape Board			
Member	Represents	Appointed by	Term Expires
Christine O'Brien 08/11/15	Resident	M&C	June 30, 2020
James Meyer 10/24/17	Resident	M&C	June 30, 2020
Todd Reitzel 04/09/19	Resident	M&C	June 30, 2020

Rashawna Alfred 04/09/19	Resident	M&C	June 30, 2020
Janet Wagner 04/09/19	Resident	M&C	June 30, 2020
Todd Larsen	CBE Chair/ Designee		June 30, 2020
John Lea-Cox 1/13/98	City Forester	M&C	June 30, 2020
<p>City Code Chapter 179-5: The Board shall have 7 voting members: 5 residents appointed by M&C, the CBE Chair or designee, and the City Forester. Three-year terms. Vacancies shall be filled for the unexpired portion of the term. Members choose their own officers. Not a compensated committee. Liaison: Department of Public Works.</p>			

Veterans Memorial Committee			
Appointee	Represents	Appointed by	Term Expires
Joseph Ruth 11/7/01	VFW	M&C	June 30, 2020
Blaine Davis 10/28/03	American Legion	M&C	June 30, 2020
Rita Zito 11/7/01		M&C	June 30, 2020
Seth Gomoljak 11/6/14		M&C	June 30, 2020
Mary Cook 02/12/19		M&C	June 30, 2020
Lisa Fischer 02/26/19		M&C	June 30, 2020
VACANT			
VACANT			
VACANT			
<p>Resolution 15-R-27, 01-G-57: Board comprised of 9 to 13 members including at least one member from American Legion College Park Post 217 and one member from Veterans of Foreign Wars Phillips-Kleiner Post 5627. Appointed by Mayor and Council. Three year terms. Vacancies shall be filled for the unexpired portion of the term. Chair shall be elected each year by the members of the Committee. Not a compensated committee. Liaison: Public Works.</p>			

11

Future Agenda Items



TO: Mayor, City Council, City Manager and Department Directors

FROM: Janeen S. Miller, City Clerk

DATE: March 11, 2020

RE: Future Agendas

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

TUESDAY, MARCH 24, 2020 REGULAR MEETING

Public Hearing and possible adoption of Charter Resolution 20-CR-01, Amendments to Article IV regarding the Supervisors of Elections

Public Hearing and possible adoption of Ordinance 20-O-05, Ordinance Of The Mayor And Council Of The City Of College Park Authorizing The Acquisition Of Certain Real Property Located At 7403 Baltimore Avenue, College Park, Md 20740; 7413 Baltimore Avenue, College Park, Md 20740; And Lehigh Road (No Street Number), College Park, Md 20740, For A Public Purpose

Public Hearing and possible adoption of Ordinance 20-O-06, Ordinance Of The Mayor And Council Of The City Of College Park To Subject The Consolidated City Hall Lot To A Condominium Regime And To Authorize The Sale Of Condominium Units As They Are No Longer Needed For A Public Purpose

Proposed Consent: Approval of a three-year contract for city-wide grass cutting – Robert Marsili, Director of Public Works

Award of task order to RK&K for Rhode Island Avenue buffered bike lanes – Terry Schum, Director of Planning

Contract Amendment for College Park Woods Clubhouse based on updated design and cost estimates – Robert Marsili, Director of Public Works

Approval of Implementation Plan for Committee-On-Committee Resolution 19-R-22 – Scott Somers, City Manager

TUESDAY, APRIL 7, 2020 WORKSESSION

Presentation by the Purple Line Corridor Coalition Housing Action Team on its report, "Housing Action Plan to Preserve Affordability along New Light Rail Route in

189

3/12/2020

Montgomery and Prince George's Counties" – County Council Member Dannielle Glaros and Jessica Sorrell from Enterprise (30)

Detailed Site Plan for Knox Road Development - Terry Schum, Director of Planning (30)

Request for School Facility Surcharge Exemption for Knox Road Development - Terry Schum Director of Planning (20)

Detailed Site Plan for Wawa-College Park (DSP-19061 located at 10050 Baltimore Avenue) (30)

Comments on the M-NCPPC Budget – Bill Gardiner, Assistant City Manager (20)

Information Report: Review standards for review/appeal of parking tickets - Bob Ryan, Director of Public Services

Information Report: Discussion of the City's security camera program and vendor - Bob Ryan, Director of Public Services

2:30

TUESDAY, APRIL 14, 2020 REGULAR MEETING

Lakeland S.T.A.R.S. and College Park Scholars

Public Hearing and possible adoption of Ordinance 20-O-04, An Ordinance of the Mayor and Council of the City of College Park to Authorize the Purchase of a Parcel of Land for a Public Purpose and the Related Sale of a Parcel of Land as it is no longer needed for a City Public Purpose – Suellen Ferguson, City Attorney

TUESDAY, APRIL 21, 2020 WORKSESSION

08-08-19: Discussion of establishing a Youth Advisory Council – Kiaisha Barber, Director of Youth, Family and Senior Services (15)

Discussion of government alliance on race and equity policy and project – Bill Gardiner, Assistant City Manager and Kiaisha Barber, Director of Youth, Family and Senior Services (30)

TUESDAY, APRIL 28, 2020 REGULAR MEETING

Presentation: Quarterly Financial Report – Gary Fields, Director of Finance

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

TUESDAY, MAY 5, 2020 WORKSESSION

02-18-20: Review of proposal for a pilot program for a rebate to homeowners for installation of residential security camera systems – Bob Ryan, Director of Public Services

TUESDAY, MAY 12, 2020 REGULAR MEETING

Proclamation: Kids To Parks Day

TUESDAY, MAY 19, 2020 WORKSESSION

Discussion of goals and purpose for City Events, and criteria for evaluating City Events
– Scott Somers, City Manager (30)

TUESDAY, MAY 26, 2020 REGULAR MEETING

ANNUAL ITEMS

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

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

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

March: Annual Review/Renewal of Insurance Contracts

March: Annual farmers market debrief (Council: is this still relevant?)

March: Annual Economic Development Report

April and September: Comments on the M-NCPPC budget

June Worksession: Review of applications for Boards and Committees

June Regular Meeting: Reappoint all Boards and Committees with an effective day of July 1

September 2020: Review of nuisance ordinance 19-O-13 adopted in September of 2019

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

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

Fall: Annual police agency presentation

November, first regular meeting: Proclamation for Small Business Saturday

December: Approval of Annual Retreat agenda

MASTER LIST

2020 Quarterly Financial Presentations: January 28, April 28, August 11, November 10

01-23-19: Information Report: Actions taken to mitigate the discharge of sump pump water runoff – Steve Halpern, City Engineer

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

Discussion of security at City buildings and cyber security – Scott Somers, City Manager

Future Worksessions requested at the FY20 Budget Worksession: Update on the Sustainability Plan

07-09-19: Input from staff and the Airport Authority about the GAO study on helicopters in the City and helicopter noise in the region (15)

Discussion with Park and Planning and Riverdale Park about bicycle and pedestrian safety on Old Calvert Road and the increased cut-through traffic

10-01-19: Discussion of signing on to the principles of the Maryland Advocates for Sustainable Transportation – request of Mayor Wojahn

10-15-19: Greater utilization of APC to review projects that are coming to Council

Discussion of additional roadway connectivity between City neighborhoods - AND – Find options to reduce traffic on our major roadways (include Complete Streets) (40)
Terry Schum, Director of Planning; Steve Halpern, City Engineer; Robert Marsili, Director of Public Works

11-20-19: Update to the City Manager's contract

01-07-20: Award of contract for final design of Duvall Field – Terry Schum, Director of Planning

02-04-20: Follow up discussion on certain events held in the City (Veterans and Memorial Day events, MLK Tribute and Blues Festival)

Consideration of a Property Use Agreement and support for a liquor license transfer from Milkboy to “Crab and Turtle” – Bob Ryan, Director of Public Services (20)

JUNE: 01-21-20: Proposed Charter amendment to provide alternate means of proving residency besides voter registration to satisfy the one-year residency requirement to run for office

JULY: 10-22-19: Discussion with VeoRide representatives about program start-up concerns and an ordinance for City trails addressing eScooters and eBikes (45)

OCTOBER: 01-29-20: Discussion of the decennial redistricting and of establishing a redistricting commission (standard census tabulation for voting districts will occur prior to general release and no later than April 1, 2021) – schedule for early fall