



## City of College Park Virtual Meeting Instructions Tuesday, July 14, 2020

This will be a Zoom virtual meeting. The link is:

<https://zoom.us/j/92398574069?pwd=MIU3dFB3OG9TZnBQT242R1IsK3RNQT09>

**Zoom Webinar ID:** 923 9857 4069

**Zoom Webinar Password:** CPjoinMCM

### **A few minutes before the meeting begins**

**1. To join the meeting by computer or mobile device:**

- Click on the Zoom link above
- If this is the first time you have joined a Zoom meeting and you do not get the prompt to “Open Zoom Meetings”, you will need to click the download & run Zoom link on the page you were taken to. Clicking the link will allow you to install the Zoom app on your device.
- If you get the prompt to “Open Zoom Meetings”, click it to join the webinar.

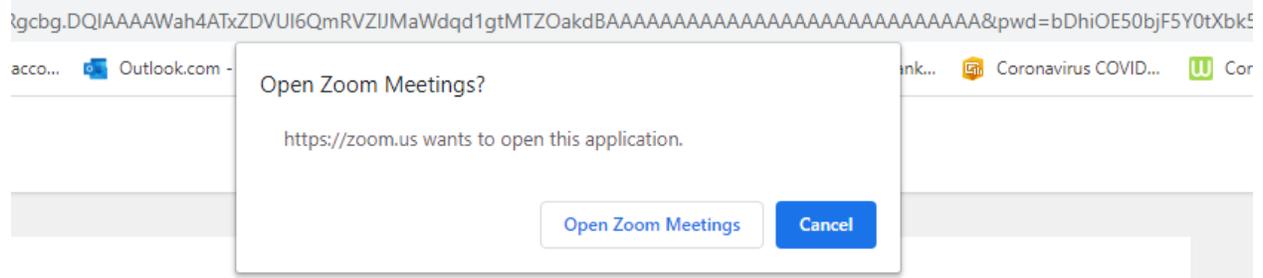
**2. To join the meeting by telephone:**

- Dial 301-715-8592
- Enter Meeting ID: 923 9857 4069, then press #
- There is no Participant ID. Just press #
- Enter Meeting Password: 419048, then press #

### **As an Attendee**

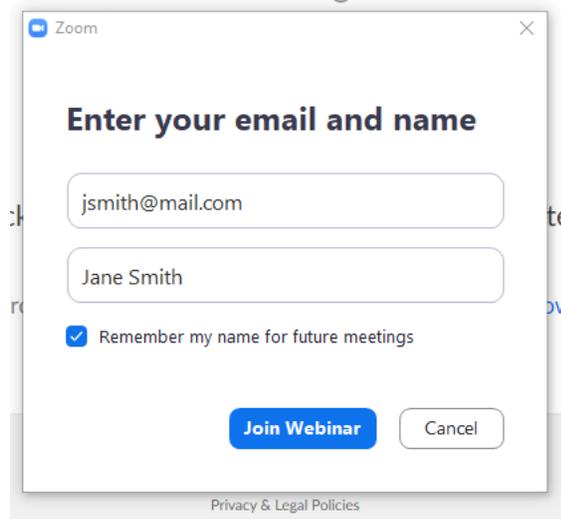
Joining a College Park Zoom webinar as an attendee will allow you to watch and listen to the webinar. Attendees can also use the Raise Hand button when the meeting is open for public comment. If the Host unmutes an attendee, that attendee will be able to speak to the webinar until they are muted again.

As an attendee, you will not have access to any other functions.

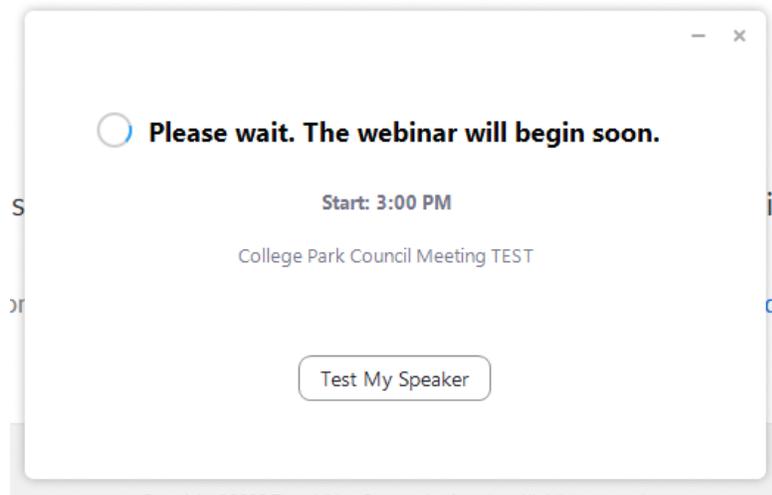


On the next screen, enter your email address and name, then click the “Join Webinar” button.

Uncheck the box next to “Remember my name for future meetings” if you do not want to automatically join subsequent Zoom meetings using the same information.



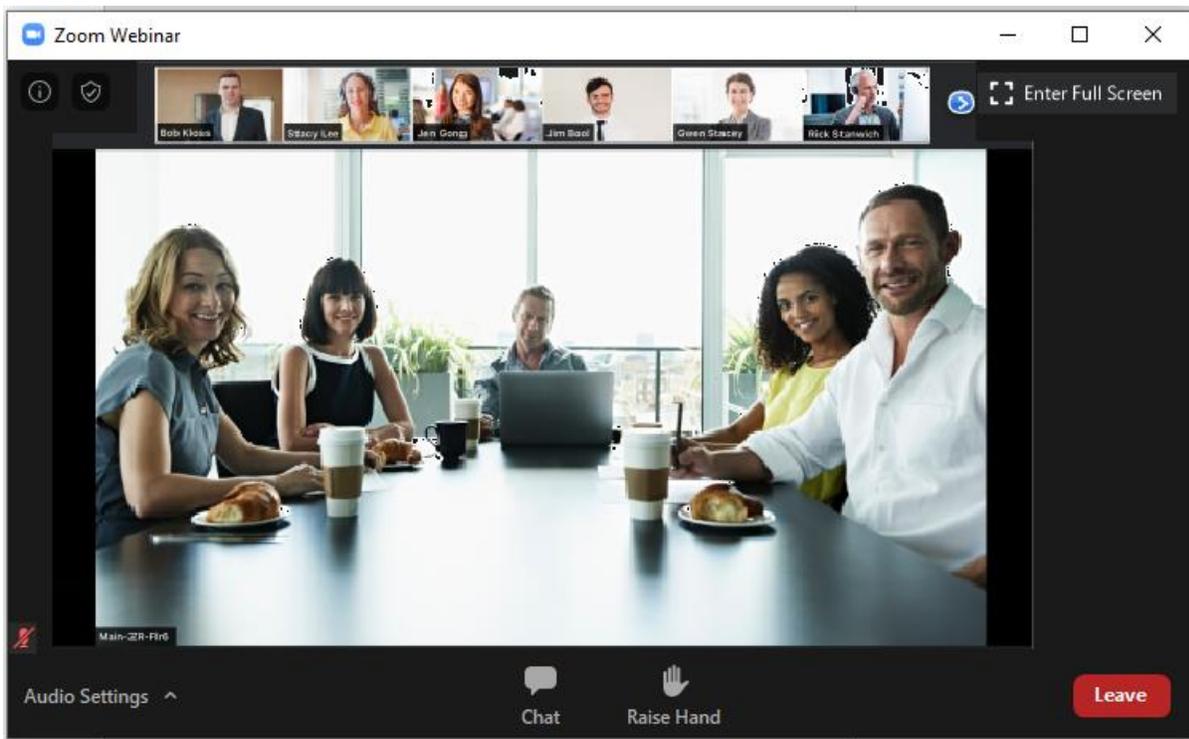
If the webinar is in the pre-meeting “Practice” mode and has not started to broadcast, you will get the following screen.



Once the webinar starts broadcasting, you will be taken into the webinar (see the next screenshot below.)

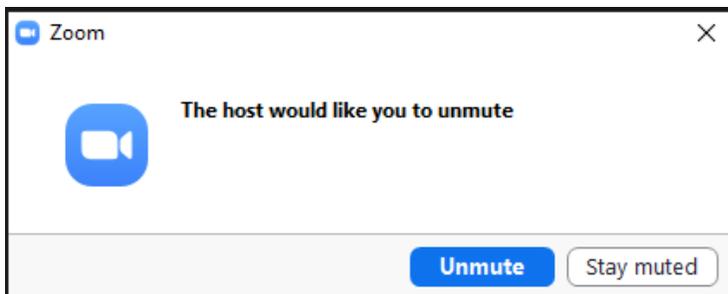
Note the “Raise Hand” Control in the lower part of the Zoom window.

If the controls are not showing, hover your mouse pointer over the Zoom window and the controls will immediately appear.



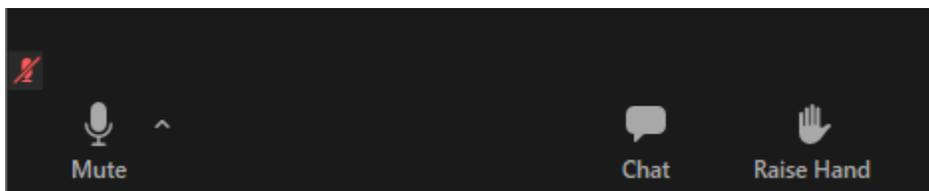
When the webinar is opened for public comment, you can click the “Raise Hand” control so that the Host will know that you would like to speak.

When it’s your turn to speak, you will be called upon to speak and you will get the following prompt:



Click the Unmute button to speak to the webinar and all the participants will be able to hear you.

While you are granted the option to speak, notice the microphone control that will appear at the lower-left corner of your Zoom window. Clicking that control will allow you to unmute and mute yourself.



After the Host has stopped the option to speak, the microphone control will disappear and you will not be able to speak to the webinar.

### **Guidelines and Best Practices for participation**

1. Please keep yourself on “mute” to eliminate background noise.
2. A high-speed, wired internet connection will provide the best results.
3. We recommend that you close other applications on your device to preserve bandwidth.
4. If you will be speaking, we suggest using a headset with microphone for best results.
5. For public comment portions of the meeting, please unmute yourself when prompted by the Mayor, and remember to re-mute yourself when you are finished. Please eliminate as much background noise as possible when you are speaking.
6. Please state your name and whether you are a College Park resident when you begin your testimony. Speakers are given 3 minutes.



**TUESDAY, JULY 14, 2020**  
**CITY OF COLLEGE PARK**

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

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

**(There will be a Closed Session following the meeting.)**

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**COLLEGE PARK MISSION STATEMENT**

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

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1. **MEDITATION**
2. **PLEDGE OF ALLEGIANCE:** Led by Councilmember Day
3. **ROLL CALL**
4. **ANNOUNCEMENTS/COMMENTS - MAYOR, COUNCIL, STUDENT LIAISON**
5. **CITY MANAGER'S REPORT -**
  - Request for agenda items for the July 22 Four Cities Virtual Meeting
6. **ACKNOWLEDGMENTS**
7. **PROCLAMATIONS AND AWARDS**
8. **AMENDMENTS TO AND APPROVAL OF THE AGENDA**
9. **PUBLIC COMMENT ON CONSENT AGENDA AND NON-AGENDA ITEMS** - Speakers are asked to provide their name and address for the record, and are given three minutes to address the Council.
10. **PUBLIC HEARINGS**
11. **PRESENTATIONS:** Presentation on the Upper Midtown Land Use and Transportation Study – Kittleson & Associates
12. **CONSENT AGENDA** - Note: Consent Agenda items are routine items of business that are collectively presented for approval through a single motion. A Councilmember may request that an item be pulled from the Consent Agenda and placed under Action Items for separate discussion and action.

20-G-116	Approval of Coronavirus Relief Fund (CRF) Agreement with Prince George’s County, related Spending Plan, and approval of hazard duty pay for our refuse and recycling collection workers during the mandated shutdown (includes only certain payrolls in March, April and May 2020) (COVID-19) – Gary Fields, Director of Finance	Motion By: To: Second: Aye: Nay: Other:
20-R-17	Resolution Of The Mayor And Council Of The City Of College Park Adopting The Recommendation Of The Advisory Planning Commission Regarding Variance Application Number CPV-2020-04, 9621 52 <sup>nd</sup> Avenue, College Park, Maryland, Recommending Approval Of A Variance From The Prince George’s County Zoning Ordinance Sec. 27-442(E), Table IV, Which Specifies A Minimum Front Yard Setback Of 25-Feet In The R-55 Zone, To Construct A Roof Over A Front Porch.  <b><i>Appeal period ends July 11</i></b>	
20-G-117	Approval of a motion to authorize the cancellation of College Park Day due to the COVID-19 Pandemic – Gabi Wurtzel, Event Coordinator	
20-R-18	Approval of City participation in the Wyland National Mayor’s Challenge for Water Conservation August 1 – 31, 2020 (delayed from April due to COVID-19) – Terry Schum, Director of Planning	
20-G-126	Approval of letters to Prince George’s County Police and Prince George’s County Sheriff’s Departments in reference to “No-Knock Warrants” – Bob Ryan, Director of Public Services	
20-G-123	Approval to extend the micro-mobility pilot program contract with VeoRide - Terry Schum, Director of Planning	
20-G-125	Approval of a Thank You letter to World Central Kitchen for providing free meals to residents at Attick Towers and Spellman House – Mayor Wojahn	
20-G-119	Approval of minutes from the March 3, 2020 Worksession; the March 3, 2020 Special Session; the April 14, 2020 Regular Meeting; the April 28, 2020 Regular Meeting; the May 5, 2020 Special Session; the May 5, 2020 Worksession; the May 12, 2020 Regular Meeting; the May 19, 2020 Special Session; the May 19, 2020 Worksession; the May 26, 2020 Regular Meeting; the June 2, 2020 Worksession.	

### 13. ACTION ITEMS

20-G-120	Consideration of a request for an exemption from Prohibited Vehicle laws for a Ford van at 9019 St. Andrew's Place – Jim Miller, Parking Enforcement Manager	Motion By: To: Second: Aye: Nay: Other:
20-G-121	Consideration of a request for an exemption from Prohibited Vehicle laws for two Ford vans at 5106 Berwyn Road – Jim Miller, Parking Enforcement Manager	Motion By: To: Second: Aye: Nay: Other:
20-G-122	Consideration of a request for an exemption from Prohibited Vehicle laws for a commercial Chevy box truck at 9207 Davidson Street – Jim Miller, Parking Enforcement Manager	Motion By: To: Second: Aye: Nay: Other:
20-G-127	Approval of a recommendation to the Prince George's County Planning Board of support with conditions for the Detailed Site Plan 19042 for Branchville Gardens multi-family apartment building and approval of a Declaration of Covenants	Motion By: Brennan To: Second: Aye: Nay: Other:
20-G-128	Approval of a recommendation to the Prince George's County Planning Board of support with conditions for the Detailed Site Plan 18047 for the College Park Marriott located at Campus Drive and River Road	Motion By: Day To: Second: Aye: Nay: Other:
20-G-124	Award of contract CP-20-07 to WGCI Enterprises for construction of Hollywood Dog Park subject to the approval of the City Attorney and authorize the City Manager to sign – Robert Marsili, Director of Public Works	Motion By: To: Second: Aye: Nay: Other:
20-O-09	Introduction of Ordinance 20-O-09, An ordinance to change the name of the Planning, Community and Economic Development Department to the Planning and Community Development Department  <b><i>The virtual Public Hearing will be held on Tuesday, August 11, 2020 at 7:30 p.m.</i></b>	Motion By: To: Introduce Second:

### 14. GENERAL COMMENTS FROM THE AUDIENCE

### 15. ADJOURN

#### **Closed Session at the end of the meeting**

Pursuant to the Maryland Annotated Code, General Provisions Article, Section 3-305, the Mayor and Council are providing notice that they will meet in a Closed Session after tonight's meeting for the following purposes:

1. To consider a matter that concerns the proposal

- for a business to locate in the State.
2. Consult with Counsel to obtain legal advice

**The Council will not return to public session after the Closed Session.**

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

# PRESENTATION:

## Upper Midtown Land Use and Transportation Study



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

**Prepared By:** Terry Schum, Planning Director    **Meeting Date:** July 14, 2020

**Presented By:** Terry Schum and  
Kittelsohn Associates

**Proposed Consent Agenda:** No

**Originating Department:** Planning, Community and Economic Development

**Action Requested:** Presentation of Upper Midtown Land Use and Access Study

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

**Background/Justification/Recommendation:**

The City requested and received a Metropolitan Washington Council of Governments (COG) grant under the Transportation and Land Use Connections (TLC) program to conduct a study of the area west of US Route 1, south of Cherokee Street and north of MD 193 (University Boulevard). This area is known as the Upper Midtown neighborhood in the US 1 Sector Plan. *The purpose of the study was to assess the opportunities and constraints for redevelopment of this area. The grant is administered by COG, and Kittelson and Associates was selected as the consultant for the project working with W-ZHA, LLC economic development consultant.*

The scope of the project called for an assessment of existing conditions and recommendations for future redevelopment and transportation improvements. Due to the global pandemic, a planned community workshop could not be convened and a community survey was conducted instead to gather public input. The survey results and consultant recommendations are reported in full in a report available at this link:

[https://kittelsohnassociates-my.sharepoint.com/:f:/g/personal/ainamdar\\_kittelsohn\\_com/EqEWrCzwCaFOvNb0r-4Gxz4Bzz1Fu9dB1B8R5pbAkPzUFw?e=ciynzB](https://kittelsohnassociates-my.sharepoint.com/:f:/g/personal/ainamdar_kittelsohn_com/EqEWrCzwCaFOvNb0r-4Gxz4Bzz1Fu9dB1B8R5pbAkPzUFw?e=ciynzB)

The consultants will present an overview of the study and findings at the City Council meeting. This is a study only and not a proposal for specific development.

**Fiscal Impact:**

None.

**Council Options:**

No action needed at this time.

**Staff Recommendation:**

None. This is a presentation.

**Motion:**

None. This is a presentation.

**Attachments:**

None

# 20-G-116

## Approval of Coronavirus Relief Fund Agreement

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



**AGENDA ITEM 20-G-116**

**Prepared By:** Gary Fields,  
Director of Finance

**Meeting Date:** July 14, 2020

**Presented By:** Gary Fields,  
Director of Finance

**Consent Agenda:** Yes

**Originating Department:** Finance

**Action Requested:** Approval of Coronavirus Relief Fund (CRF) Agreement with Prince George's County, related spending plan and approval of hazard duty pay for the overtime premium paid to City Refuse and Recycling Collection workers during the mandated shut-down.

**Strategic Plan Goal:** #1: One College Park

**Background/Justification:**

Under the United States Department of Treasury, Coronavirus Aid, Relief, and Economic Security (CARES) Act, Prince George's County, Maryland, received a direct allocation from the Coronavirus Relief Fund (CRF) to cover necessary expenditures directly related to the Coronavirus Disease 2019 (COVID-19).

The County decided to allocate \$15 million of its CRF funding to its 27 municipalities. The funds were allocated to each municipality on a per capita basis. College Park's share of the funding is \$1,965,000.

Municipalities were required to submit, by May 22, 2020, a plan of expenditures for which the municipality will seek reimbursement, up to the maximum allotted. Expenditures eligible for reimbursement must be directly related to COVID-19; must be incurred between March 1, 2020 through December 15, 2020; and not previously budgeted. The County approved College Park's spending plan and required certain documentation including the CRF Agreement and spending plan, which the City Attorney has determined requires approval by the City Council.

Additionally, the County has requested evidence that the overtime premium, deemed hazardous duty pay, that was granted for refuse and recycling collection workers who were required, and continued, to work during the mandated shutdown was approved by City Council. As further detailed in the attached memo this only included three pay-periods, covering days worked from March 23 through May 1, 2020.

**Fiscal Impact:**

The CRF allocation from the County allows the City to recover specific costs incurred as a result of the COVID-19 pandemic. More importantly, it allows the City to provide significantly more funding to local businesses and residents impacted by the pandemic, than it could have with just City funding.

**Council Options:**

#1: Approve the CRF Agreement with Prince George's County, related spending plan and hazardous duty pay for the City's refuse and recycling collection workers for specific pay periods in March, April and May during the mandated shutdown due to the COVID-19 pandemic

#2: Do not approve the CRF Agreement, related spending plan and hazardous duty pay and forego reimbursement of eligible expenses from the CARES Relief Act totaling \$1.965 million.

**Staff Recommendation:**

#1:

**Recommended Motion:**

*I move to approve the CRF Agreement with Prince George's County and related spending plan, authorize the City Manager to sign the Agreement,, and further move to approve hazardous duty pay for the City's refuse and recycling collection workers.*

**Attachments:**

1. CRF Agreement with Prince George's County
2. Office of Management and Budget CRF Response Letter including the approved municipal CRF spending plan
3. Memo regarding hazardous pay for refuse and recycling collection workers.

**PRINCE GEORGE'S COUNTY, MARYLAND  
FY2020-2021 AGREEMENT FOR CORONAVIRUS RELIEF FUNDS**

This **FY2020-2021 AGREEMENT FOR CORONAVIRUS RELIEF FUND** ("Agreement") is entered into by and between **PRINCE GEORGE'S COUNTY, MARYLAND** ("County"), a body corporate and politic, and **City of College Park** ("Municipality" or "Subrecipient") having a principal business address located at **8400 Baltimore Ave Ste. 375, College Park, Maryland 20740**.

**WHEREAS**, the Coronavirus Aid, Relief and Economic Security Act ("CARES Act") enacted pursuant to Section 601(a) of the Social Security Act, as added by Section 5001, established the Coronavirus Relief Fund ("CRF") and appropriated \$150 billion to provide payments to State, Local, and Tribal governments navigating the impact of the Coronavirus Disease 2019 ("COVID-19") outbreak; and

**WHEREAS**, the CARES Act authorizes the use of the CRF to cover necessary expenditures incurred and directly related to COVID-19; and

**WHEREAS**, the County has received a direct allocation from the CRF and desires to allocate \$15 million of said award to its 27 municipalities on a per capita basis to cover cost-reimbursable COVID-19 expenses; and

**WHEREAS**, the Municipality was required to complete and email the CRF Request Summary and CRF Municipality Request Template which are collectively herein referred as the "Plan", to identify and forecast its cost-reimbursable COVID-19 expenses, up to its maximum allotted per capita share, for the County's review and preliminary approval by or before May 22, 2020.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

**1. Incorporation of Recitals**

The foregoing recitals are hereby incorporated by reference as operative provisions of this Agreement.

**2. Purpose**

The purpose of this Agreement is to state the terms and conditions that shall govern the distribution of the County's CRF, on a per capita basis, to the Municipality for cost-reimbursable COVID-19 expenses in accordance with the applicable requirements set forth in the CARES Act and terms and conditions set forth herein.

### **3. Term of Performance**

The term of performance shall commence effective as of the date the last party signs this Agreement and continue through December 15, 2020. As required by law, the parties' responsibilities under this Agreement shall continue until such time all applicable requirements of CARES Act and other related local, State or federal obligations have been satisfied.

### **4. Contract Administrator**

The County's Contract Administrator shall be Stanley Earley, Director of OMB or his designee.

### **5. CRF Funding and Cost-Reimbursement for COVID-19 Expenses**

A. The County has determined the Municipality's CRF per capita share for eligible COVID-19 expenditures incurred between March 1, 2020 and December 15, 2020 shall not exceed One Million Nine Hundred Sixty-Five Thousand Dollars (\$1,965,000) subject to the continued availability of funds awarded to the County and available for use.

B. The COVID-19 expenses identified in the Municipality's Plan shall be subject to the County's review, approval and or modification as deemed appropriate to comply with the CARES Act. All requests for reimbursement shall be based upon the budget set forth in Attachment 1, which is hereby incorporated by reference.

C. CRF payments shall only be disbursed in accordance with the County's receipt and approval of the Municipality's COVID-19 expenses outlined in the CRF Reimbursement Request Form(s) (Attachment 2).

D. CRF Reimbursement Request Form(s) must be submitted through a portal established by the County by or before December 15, 2020, unless otherwise approved in writing by the County's Contract Administrator.

### **6. Allowable COVID-19 Expenditures, Records and Reports**

A. Expenditures: In accordance with the provisions established under the CARES Act, the County's approval of the COVID-19 expenses preliminarily approved in the Municipality's Plan as referenced in Attachment 1 and documented in the CRF Reimbursement Request Form(s) shall be limited to the following:

- i. Expenditures that were not accounted for in the Municipality's budget approved as of March 27, 2020 (the date of enactment for the CARES Act).
- ii. Necessary expenditures incurred due to the Municipality's public health emergency with respect to COVID-19 between March 1, 2020 and December 15, 2020.

- iii. COVID-19 expenditures that are discussed, in part, in the U.S Dept. of Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments dated April 22, 2020 (Attachment 3) and the U.S. Department of Treasury's Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020 (Attachment 4), which are herein incorporated by reference.

B. Records and Reports: The Municipality agrees to maintain sufficient records; produce periodic reports and obtain audits as requested by the County; mandated by the CARES Act, State, or as otherwise required in accordance with applicable local, State or other federal laws to document its COVID-19 expenses and use of CRF payments under this Agreement.

## **7. Default**

A. The parties agree that any of the following shall constitute a default under the terms and conditions of this Agreement:

- i. Submission of duplicate invoices and/or payment requests to the County, or receipt of duplicate payments; or
- ii. Any noncompliance with legislative, regulatory, or other requirements applicable to the CARES Act or COVID-19 cost-reimbursable expenses under this Agreement; or
- iii. Any other material breach of this Agreement, or any misrepresentation in Municipality's Plan or submission of COVID-19 cost-reimbursement requests, supporting documentation or requested report.

B. In the event of a default, which continues uncured for more than thirty (30) days, the County shall have the right to suspend or terminate this Agreement and pursue any available remedy at law or in equity including, but not limited to, repayment of COVID-19 funds and reasonable attorney's fees.

## **8. Suspension and Termination**

A. For Cause: In accordance with terms and conditions set forth in this Agreement, the County may suspend or terminate this Agreement for cause, in whole or part, by written notice in instances where the Municipality materially fails to comply with any term of this Agreement. If the County withholds reimbursement payments, it shall advise the Municipality and specify, in writing, the actions that must be taken. In case of suspension, the County will notify the Municipality of the conditions precedent to resume payments and specify a reasonable date for compliance. In case of termination, the Municipality will remit all portions of any COVID-19 reimbursement payments previously received as determined by the County to be due. Acceptance of any such amount by the County shall not constitute a waiver of any claim that the County may otherwise have arising out of this Agreement.

B. For Convenience: The County may suspend or terminate this Agreement for convenience, in whole or part, by written notice as such action may be determined to be in the best interest of the County. The County will pay approved COVID-19 expenses associated with this Agreement that the Municipality has incurred up to the date of the termination.

## 9. Notice

Any required notices, submissions or other communications shall be made as follows:

For the County:

Stanley A. Earley, Director  
Office of Management and Budget  
Wayne K. Curry Administration Building  
1301 McCormick Dr, Room 4200  
Largo, MD 20774  
Phone: (301) 952-3300  
Email: [OMBCOVID19@co.pg.md.us](mailto:OMBCOVID19@co.pg.md.us)

For the Municipality:

The Honorable Patrick L. Wojahn  
Mayor  
City of College Park  
8400 Baltimore Ave Ste. 375  
College Park MD 20740  
Email: [pwojahn@collegeparkmd.gov](mailto:pwojahn@collegeparkmd.gov)

## 10. Other Federal Requirements

A. As applicable, the Municipality shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards set forth in 2 CFR Part 200 et seq.

B. The Municipality shall comply with the applicable requirements of the CARES Act, which may be amended from time to time.

## 11. Entire Agreement and Governing Laws

A. Entire Agreement: This Agreement and the incorporated attachments shall constitute the entire agreement between the County and the Municipality.

B. Severability: The invalidity or illegality of any provision of this Agreement shall not affect the remaining provisions of this Agreement which shall remain in full force and effect for the term of this Agreement.

C. Applicable Law: The Agreement shall be construed in accordance with CARES Act and applicable State of Maryland, local and federal laws and regulations.

D. Waiver: The failure of the County to enforce any provision of this Agreement shall not be deemed a waiver thereof.

E. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single contract.

F. This Agreement shall be deemed personal to the parties hereto and shall not be assigned, delegated or sublet without the prior written consent of all parties. In addition, each party shall remain liable for performance under this Agreement unless released in writing by all parties.

## **12. Indemnification Clause**

The Municipality shall save, hold harmless, defend and indemnify Prince George's County, Maryland ("County") against any and all liability claims, demands, suits, judgments, and the cost of whatsoever kind and nature arising or alleged to have arisen from injury, including personal injury to or death of person or persons, and for loss or damage occurring in connection with this Agreement or that results in whole part from any act or failure to act, errors or omissions of the Municipality, or any employee, agent or representative of the Municipality. The Municipality shall, at its own expense, appear, defend and pay all charges for attorney fees and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Municipality shall at its own expense, satisfy and discharge the same. The Municipality expressly understands and agrees that any performance or payment bond or any insurance protection required by this Agreement or otherwise provided by the Municipality shall in no way limit the responsibility to save, hold harmless, defend and indemnify the County as provided herein. The Municipality shall take proper safety and health precautions to protect all employees and clients. The County does not waive any right or defense, or forebear any action, in connection herewith.

## **13. Insurance Requirements**

During the performance of services under this Agreement, the Municipality shall maintain the following evidence of commercial insurance coverage:

A. Worker's Compensation: An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed. The "Municipality" or "Subrecipient" will provide coverage for these exposures on an "if any basis". The coverage under such an insurance policy or policies shall have limits not less than:

Worker's Compensation: STATUTORY LIMITS

Employer's Liability: Each Accident	\$500,000
Disease Policy Limits	\$500,000
Disease - Each Employee	\$500,000

B. Commercial General Liability Insurance (CGL): An insurance policy covering the liability of the "Municipality" or "Subrecipient" for all work or operations under or in connection with this project; and all obligations assumed by the "Municipality" or "Subrecipient" under this agreement. Products, Completed Operations and Contractual Liability must be included. The coverage under such an insurance policy or policies shall have limits not less than:

Bodily Injury and Property Damage Liability	\$1,000,000/\$3,000,000 per occurrence/ aggregate
Premises Medical Payments	\$5,000
Personal Injury / Advertising	\$1,000,000

**Prince George's County, Maryland must be included as an additional insured under the general liability insurance coverage with respect to activities related to this Contract.**

C. Automobile Liability Insurance: An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the Motor Vehicle Laws of the State of Maryland and not covered under the "Municipality's" or "Subrecipient's" aforementioned Commercial General Liability Insurance.

The coverage under such an insurance policy or policies shall have limits not less than:

Bodily Injury and Property Damage Liability	\$1,000,000 Combined Single Limit
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D. Misc. Professional (Errors and Omissions) Liability Insurance: A separate insurance policy to pay on behalf of the "Municipality" or "Subrecipient" all costs the "Municipality" or "Subrecipient" shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of the "Municipality" or "Subrecipient" or any other person for whose acts the "Municipality" or "Subrecipient" is legally liable arising out of the performance under this project work. The coverage under such an insurance policy shall have a limit of liability not less than:

\$1,000,000 per claim

(SIGNATURES APPEAR ON THE NEXT PAGE)

**IN WITNESS WHEREOF**, this FY2020-2021 Agreement for Coronavirus Relief Funds is entered as of the date the last party signed below.

**FOR: CITY OF COLLEGE PARK**

**WITNESS:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**FOR: PRINCE GEORGE'S COUNTY,  
MARYLAND**

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Attachments:**

- 1 - CRF Municipal Spending Plan
- 2 - CRF Reimbursement Request Form
- 3 - CRF U.S. Dept. of Treasury Guidance for State, Territorial, Local and Tribal Governments
- 4 - CRF U.S. Dept. of Treasury Frequently Asked Questions



# PRINCE GEORGE'S COUNTY GOVERNMENT

## OFFICE OF MANAGEMENT AND BUDGET

Angela D. Alsobrooks  
County Executive

June 10, 2020

The Honorable Patrick Wojahn  
Mayor  
City of College Park  
4500 Knox Road  
College Park, Maryland 20740-3390

Dear Mayor Wojahn:

Thank you for submitting your municipal Coronavirus Relief Fund (CRF) spending plan. The Office of Management and Budget has reviewed your submission. As a result, your plan is accepted as submitted with the following additional requirement(s):

- Hazard Pay – Provide evidence that hazardous pay has been approved by your governing body.
- Business Assistance Program – The municipality's approved spending plan includes funds allocated for a business assistance program. Please note the County created a COVID19 Business Relief Fund (BRF) to support local businesses. Since both programs are funded by the CARES Act CRF program, the municipality must ensure that businesses avoid receiving relief from both the County program as well as the municipal program. Please make sure you contact FSC First and the Prince George's Economic Development Corporation regarding all local business relief program regulations and awards.
- Data Collection and Reporting - We request that you collect data that demonstrates how the municipality uses its share of funds. The CARES Act requires reporting by the county and subgrantees, which refers to the funds that the county is sharing with the municipalities. Examples of data to collect should include:
  - Business Assistance: the number of businesses that receive assistance, and an estimate of any employees hired or retained because of the aid;
  - Emergency Assistance: how many residents received funding for mortgage, rent, or utility assistance;
  - Food assistance: how much food was purchased and distributed, and how many residents received this assistance; and
  - Personal Protective Equipment: how many items were purchased by type.

Wayne K. Curry Administration Building, 1301 McCormick Drive, Largo, MD 20774  
(301) 952-3300  
[www.princegeorgescountymd.gov](http://www.princegeorgescountymd.gov)



The enclosed spreadsheet summarizes your original CRF request submission and the County's decision. Please note that all disallowed, unallocated or contingency funds are still available for use by the municipality. In order to seek reimbursement of any unallocated or contingency funds, you must submit a supplemental spending plan for approval. All supplemental spending plans must be submitted by October 1, 2020 to [OMBCOVID19@co.pg.md.us](mailto:OMBCOVID19@co.pg.md.us).

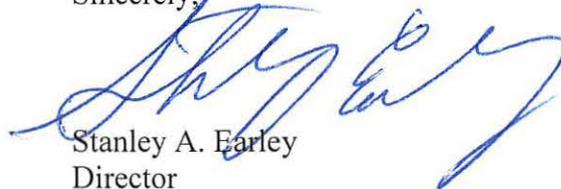
Additionally, please be advised that a CRF Agreement must be executed with Prince George's County prior to submitting reimbursement requests for any items approved in the municipal CRF spending plan. Therefore, enclosed with this letter are the following documents which will require your review, signature and return via email to [OMBCOVID19@co.pg.md.us](mailto:OMBCOVID19@co.pg.md.us):

- CRF Agreement: sign and date signature page; have signature witnessed;
- Certification of Assurance of Compliance: sign and date;
- Certificate of Authority: an officer of the town/city must complete and sign this form authorizing you as the signature authority on the Agreement; this form must be notarized;
- Electronic Signature Page: sign and date; and
- IRS W-9 Form: sign and date.

Once your CRF agreement is executed by the County, a signed contract will be forwarded to the municipality for recordkeeping purposes. At that time, additional instructions will be provided regarding the process for submitting CRF reimbursement requests. The County has partnered with a third-party contractor, SB & Company, LLC, to review all reimbursement requests for compliance with the executed CRF contract and applicable federal regulations. A portal will be established for submitting reimbursement requests directly to the contractor.

Lastly, I want to express my sincere appreciation for the commitment and dedication your municipality has made to the citizens, residents, and businesses in Prince George's County during the COVID-19 crisis. We appreciate your cooperation throughout the process. Should you have further questions or need additional information, please contact Amber Hendricks at 301-952-3621 or via email at [OMBCOVID19@co.pg.md.us](mailto:OMBCOVID19@co.pg.md.us).

Sincerely,



Stanley A. Earley  
Director

Enclosure

**Coronavirus Relief Fund Spending Plan - College Park**

**Max CRF Allocation            \$ 1,965,000**

<b>Budget Item</b>	<b>Municipal Request</b>	<b>County Approved</b>	<b>Comments</b>
<b>Compensation</b>			
Hazard Pay	67,936	67,936	
Short/Limited Term	40,000	40,000	
Sick/Other Leave			
Overtime			
<b>Sub-Total</b>	<b>\$107,936</b>	<b>\$107,936</b>	
<b>Fringe Benefits</b>			
	8,257	8,257	
<b>Sub-Total</b>	<b>\$8,257</b>	<b>\$8,257</b>	
<b>Operating</b>			
PPEs/Screenings/Reconfig	47,800	47,800	
Food Assistance	124,000	124,000	
Emergency Assistance	200,000	200,000	
Business Assistance	1,200,000	1,200,000	
Deep Cleaning	85,050	85,050	
Information Technology	18,101	18,101	
Public Outreach	7,809	7,809	
Distance Learning			
Vehicles			
Election			
Other			
<b>Sub-Total</b>	<b>\$1,682,760</b>	<b>\$1,682,760</b>	
<b>Capital Outlay</b>			
Communication Equipment			
Buildings/Storage/Disinfecting	800	800	
Information Technology			
Vehicles			
<b>Sub-Total</b>	<b>\$800</b>	<b>\$800</b>	
<b>Contingency Reserve</b>			
	165,247	165,247	
<b>Sub-Total</b>	<b>\$165,247</b>	<b>\$165,247</b>	
<b>Total</b>	<b>\$1,965,000</b>	<b>\$1,965,000</b>	

**TO: Scott Somers City Manager**

**FROM: Gary Fields, Finance Director  
Jill Clements, HR Director**

**DATE: June 11, 2020**

**RE: Overtime (Time and one-half) for Hazardous Duty Pay**

During the City's shutdown related to the COVID-19 pandemic, our Refuse and Recycling Collection Workers were deemed "essential" personnel and required to come to work unless they were sick or quarantined. By working through this time and providing essential public safety and health services, they helped to mitigate the COVID-19 public health emergency. Furthermore, these workers were outside, dealing with residents and resident's trash and recycling materials and could have been exposed to the COVID-19 virus.

As a result, we are determining that this qualifies as hazardous duty pay and justifies the overtime premium paid to them during their time worked during the shutdown.

This only includes three payrolls:

- April 10 (for the pay period ending 4/3/20)
- April 24 (for the pay period ending 4/17/20)
- May 8 (for the pay period ending 5/1/20)

We believe that this overtime premium was discussed with City Council in March/April, but we need formal approval of the policy.

# 20-R-17

Variance Application  
for 9621 52<sup>nd</sup> Ave



**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK  
ADOPTING THE RECOMMENDATION OF THE ADVISORY PLANNING  
COMMISSION REGARDING VARIANCE APPLICATION NUMBER CPV-2020-04,  
9621 52<sup>nd</sup> AVENUE, COLLEGE PARK, MARYLAND, RECOMMENDING APPROVAL OF  
A VARIANCE FROM THE PRINCE GEORGE'S COUNTY ZONING ORDINANCE  
SEC. 27-442(E), TABLE IV, WHICH SPECIFIES A MINIMUM FRONT YARD SETBACK  
OF 25-FEET IN THE R-55 ZONE, TO CONSTRUCT A ROOF OVER A FRONT PORCH.**

**WHEREAS,** the City of College Park ("City") has, pursuant to §190-1 *et seq.* of the Code of the City of College Park ("City Code"), and in accordance with Sec. 27-924 of the Prince George's County Zoning Ordinance (hereinafter, "Zoning Ordinance"), enacted procedural regulations governing any or all of the following: departures from design and landscaping standards, parking and loading standards, sign design standards, and variances for lot coverage, setback, and similar requirements for land within the corporate boundaries of the City, alternative compliance from landscaping requirements, certification, revocation, and revision of nonconforming uses, and minor changes to approved special exceptions; and

**WHEREAS,** the City is authorized by § 190-1 *et seq.* to grant an application for a variance where, by reason of exceptional narrowness, shallowness, shape, topography, or other extraordinary situation or condition of the specific parcel of property, the strict application of the Zoning Ordinance would result in peculiar and unusual practical difficulties or an exceptional or undue hardship upon the owner of the property, and a variance can be granted without substantial impairment of the intent, purpose and integrity of the General Plan or Master Plan; and

**WHEREAS,** the Advisory Planning Commission ("APC") is authorized by §190-3 of the City Code to hear requests for variances from the terms of the Zoning Ordinance with respect to lot size, setback, and similar requirements including variances from Sec. 27-442 (e) Table IV of the Zoning Ordinance, and to make recommendations to the City Council in connection therewith; and

**WHEREAS,** Sec. 27-442 (e) Table IV of the Zoning Ordinance specifies a minimum front yard setback of 25-feet in the R-55 zone; and

**WHEREAS,** on May 12, 2020, Keith Busiere ("Applicant"), a contract purchaser, submitted an application for a 6-foot front yard setback variance in order to construct a roof over an existing porch (6'6" x 20') at 9621 52<sup>nd</sup> Avenue, College Park ("Property"); and

**WHEREAS,** on June 4, 2020, the APC conducted a hearing on the merits of the variance at which the APC heard testimony and accepted evidence including the staff report, exhibits, and the staff presentation with respect to whether the subject application meets the standards for granting a variance set forth in §190-4 of the City Code

**WHEREAS**, based upon the evidence and testimony presented, the APC voted 5-0-0 to recommend the approval of the variance; and

**WHEREAS**, the Mayor and Council are authorized by §190-6 of the City Code to accept, deny or modify the recommendation of the APC or return the variance application to the Commission to take further testimony or reconsider its recommendation with respect to variance requests; and

**WHEREAS**, the Mayor and Council have reviewed the recommendation of the APC as to the application for a variance and in particular have reviewed the APC's findings of fact and conclusions of law; and

**WHEREAS**, no exceptions have been filed.

**NOW THEREFORE**, the Mayor and Council are in agreement with and hereby adopt the findings of fact and conclusions of law of the APC with regard to CPV-2020-04 to approve a 6-foot front yard setback variance.

**Section 1 Findings of Fact**

- 1.1 The property has an area of 8,417 square feet and is improved with a 1-story, frame house.
- 1.2 The property is an odd-shaped corner lot with a general depth of 125 feet and a general width exceeding 55-feet. Hollywood Road adjoining the property is an unimproved right-of-way.
- 1.3 The subject house was constructed in 1954 and purchased by the Applicant on May 16, 2019.
- 1.4 The house is set back 26 feet from the front property line with a 6'-6" x 20' uncovered front porch, part of the original construction, that extends into the front yard setback. The rear yard setback is 74.7-feet.
- 1.5 The side setbacks comply being 26.4' from unimproved Hollywood Road and 23.7' from the northern side property line.
- 1.6 The house contains a basement that is only accessible from an exterior door located on the side of the house near the front.
- 1.7 Basements are not common in this neighborhood.
- 1.8 The basement is utilized by the current homeowners as a laundry.
- 1.9 The planned porch roof will help to protect the home's residents and visitors from hazardous conditions that might occur during inclement weather when entering or exiting the house or using the basement outdoor entrance.
- 1.10 The property and immediate neighborhood are zoned R-55.
- 1.11 Eight of the adjacent ten properties have covered front porches.

**Section 2 Conclusions of Law**

- 2.1 The unique circumstance for this Property is the fact that the basement is only accessible from the outside. The residents are forced to take laundry to and from the basement in all weathers, and the front porch has no roof to protect them from resulting hazardous conditions. Rainwater or melting snow/ice can make navigating the front porch to enter/exit the house or the basement difficult during inclement weather.
- 2.2 The strict application of the County Zoning Ordinance results in peculiar and unusual practical difficulties for the Applicant by preventing the construction of a roof over a long-existing front porch even though it would provide safety and protection from inclement weather for persons entering and exiting the house and the basement.
- 2.3 Granting the 6-foot front yard setback variance will not substantially impair the intent, purpose, and integrity of any applicable plans because the front porch itself is already existing. Once the roof is completed, the front porch will harmoniously blend in with the surrounding neighborhood. Covered porches are common features of many of the houses surrounding the property (8 out of 10 properties have covered front steps or porches).

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of College Park to approve CPV-2020-04 for a 6-foot front yard setback variance to allow the construction of a roof over the front porch.

**ADOPTED**, by the Mayor and Council of the City of College Park at a regular meeting on the 14<sup>th</sup> day of July, 2020.

CITY OF COLLEGE PARK

\_\_\_\_\_  
Janeen S. Miller, CMC  
City Clerk

\_\_\_\_\_  
Patrick L. Wojahn, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
Suellen M. Ferguson  
City Attorney

# 20-G-117

## Cancel College Park Day

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



**AGENDA ITEM: 20-G-117**

**Prepared By:** Gabi Wurtzel  
Event Planner

**Meeting Date:** July 14, 2020

**Presented By:** Gabi Wurtzel  
Event Planner

**Consent Agenda:** Yes

**Originating Department:** Administration/Communications

**Action Requested:** Approval of a motion to authorize the cancellation of College Park Day due to the COVID-19 pandemic

**Strategic Plan Goal:** One College Park

**Background/Justification**

Due to the COVID-19 pandemic, many City events have been canceled: Brunch with Bunny, Spring Egg Hunt, Memorial Day Tribute, 75<sup>th</sup> Anniversary Parade and Festival, the new Lake Artemesia Concert Series (a mutual decision between Berwyn Heights and College Park), and the Fourth of July Fireworks & Celebration.

The City continues to monitor the situation and will cancel or modify other upcoming events as necessary to protect the health and safety of participants and staff. The City's annual College Park Day held at the College Park Aviation Museum and Airport is scheduled for Saturday, October 10, 2020. Historically, this event brings about 8,000 attendees to the festival every year. College Park Day involves extensive planning that usually takes around six months to organize. Due to the ongoing COVID-19 pandemic and Prince George's County Executive Order limiting social gatherings to a maximum of 100 people, large events and gatherings have been canceled or postponed for the foreseeable future.

City staff are exploring various options including a virtual event to replace an in-person College Park Day.

**Fiscal Impact:** About \$60,000 is currently budgeted for College Park Day 2020. Currently, the only expense so far is a non-refundable payment of \$1,400 to Prince George's County Department of Parks and Recreation.

**Council Options:**

1. Cancel an in-person College Park Day 2020
2. Keep College Park Day as scheduled with under 100 attendees, physical distancing, and other CDC guidelines

**Staff Recommendation:**

- 1.

**Recommended Motions:**

*I move to cancel College Park Day 2020 due to the COVID-19 pandemic, and to authorize staff to explore other event options that could enable residents to celebrate in a safe manner.*

**Attachments:**

**None**

# 20-R-18

## Wyland National Mayor's Challenge for Water Conservation



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

**AGENDA ITEM 20-R-18**

**Prepared By:** Katie Hart  
Community Development Planner

**Meeting Date:** 7/14/2020

**Presented By:** Patrick L. Wojahn, Mayor

**Consent Agenda:** Yes

**Originating Department:** Planning, Community, and Economic Development

**Action Requested:** Approval of a Resolution authorizing the City to participate in the annual National Mayor's Challenge for Water Conservation

**Strategic Plan Goal:** Goal 2: Environmental Sustainability

**Background/Justification:**

The Mayor's Water Challenge (the Challenge) is an annual environmental education campaign that offers an impactful and fun conservation program for residents to take part in and win from more than \$50,000 in prizes. The Challenge is a friendly competition between cities across the nation to see who can be the most water-wise, with a built-in virtual component featuring an online series of conservation pledges reminding residents that small changes make big impacts. A volunteering component of the Challenge offers residents the opportunity to participate in the Challenge safely from their home with hands-on, do-it-yourself projects around the house and in the community that protect, preserve, and beautify the environment. Residents can participate by taking an online pledge to reduce resource consumption at [www.mywaterpledge.com](http://www.mywaterpledge.com).

The Challenge is a project of the Wyland Foundation, a non-profit organization dedicated to raising environmental awareness and preserving the world's oceans, waterways, and marine life. The Challenge is supported by partners including Toyota, the U.S. Environmental Protection Agency, the National League of Cities, The Toro Company, and more. The Challenge runs August 1-31 which is also National Water Quality Month. The City has participated in the challenge annually since 2014.

Staff seeks authorization to enter the challenge on the City's behalf and to advertise the Challenge during the month of August using the City's media channels.

**Fiscal Impact:**

None. Nominal staff time will be used to advertise the Challenge.

**Council Options:**

- #1: Approve the Resolution authorizing the City's participation in the Challenge.
- #2: Approve the Resolution with revisions.
- #3: Decline the City's participation in the Challenge this year.

**Staff Recommendation:**

#1

**Recommended Motion:**

*I move to adopt Resolution 20-R-18 to support the City's annual Participation in the Mayor's Challenge for Water Conservation.*

**Attachments:**

- 1. Resolution 20-R-18

**A RESOLUTION OF THE MAYOR AND COUNCIL  
OF THE CITY OF COLLEGE PARK  
TO SUPPORT THE MAYOR’S CHALLENGE  
FOR WATER CONSERVATION**

**WHEREAS,** the City of College Park continually strives to reduce the environmental impact of City operations and to be an innovative leader in sustainability while encouraging residents to become better individual environmental stewards; and

**WHEREAS,** the Mayor’s Challenge for Water Conservation (the “Challenge”), presented by the Wyland Foundation, is a friendly water use and pollution reduction competition between U.S. cities and is supported by the U.S. Environmental Protection Agency and the National League of Cities; and

**WHEREAS,** the City of College Park wishes to inspire its residents to take the Challenge by making a series of online pledges at [www.mywaterpledge.com](http://www.mywaterpledge.com) to reduce their impact on the environment.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of College Park, Maryland that the City of College Park supports the Challenge, and that the program will be implemented from August 1 - 31 through a series of communication and outreach strategies to encourage City residents to take the conservation Challenge.

**ADOPTED** by the Mayor and Council of the City of College Park at a regular meeting on the 14<sup>th</sup> day of July, 2020.

**EFFECTIVE** the 14<sup>th</sup> day of July, 2020.

**WITNESS:**

**CITY OF COLLEGE PARK**

\_\_\_\_\_  
Janeen S. Miller, City Clerk

\_\_\_\_\_  
Patrick L. Wojahn, Mayor

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

\_\_\_\_\_  
Suellen M. Ferguson, City Attorney

# 20-G-126

Letters Re: “No Knock  
Warrants”



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

**Agenda Item 20-G-126**

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

**Meeting Date:** 07/15/2020

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

**Proposed Consent Agenda:** No

**Originating Department:** Mayor and Council

**Action Requested:** Consider and approve a letter to the County Chief of Police and Sheriff for careful and minimal use of “no-knock warrants”.

**Strategic Plan Goal:** #1 One College Park

**Background/Justification:**

In light of incidents such as the recent tragedy of the death of Breonna Taylor during a “no-knock warrant” service, the Council wishes to request that Prince George’s County Police Officers and Sheriff’s Deputies exercise the highest level of safe and minimal use of such warrants.

**Fiscal Impact:**

None

**Council Options:**

- #1: Approve sending letters as drafted and attached
- #2: Approve revisions of such letters
- ##: Do not approve sending such letters

**Staff Recommendation:**

#1

**Recommended Motion:**

I move to approve the attached letters to the County Chief of Police and Sheriff regarding the use of “no knock” search warrants, and to authorize the Mayor to sign and send these letters

**Attachment(s):**

1. Draft letter to Interim Police Chief Velez
2. PGPD reply to “8 Can’t Wait” letter from the Mayor
3. Draft letter to Sheriff High

July 15, 2020

Hector Velez  
Interim Chief of Police  
Prince George County  
7600 Barlowe Road  
Landover, Maryland 20785

Dear Chief Velez:

The Mayor and Council of the City of College Park, as those elected to represent the residents of our City, want first to take this opportunity to express our thanks and support of all the men and women who serve in the Prince George's County Police Department. We recognize that PGPD officers put their lives on the line every day to keep us safe. This sacrifice and personal risk does not go unnoticed or unappreciated. We are truly thankful for your service.

We appreciate the response from PGPD regarding the "8 Can't Wait" initiatives and we are grateful that PGPD has already established policies and procedures supporting these initiatives.

We are writing today to ask, in light of incidents such as the Breonna Taylor tragedy, that you carefully evaluate your "no-knock warrant" policy. It is very important to us that both our police officers and residents are kept safe. We want to ensure that your policy takes into consideration the safety of everyone involved. We realize that in some instances the "no-knock warrant" is the best course of action, both for officer and civilian safety. However, we hope that you will carefully consider the dangers of "no-knock warrants" and rarely use them. In addition, when "no-knock warrants" are deemed necessary, we would also urge that they be conducted using every possible measure to raise the level of safety, lower the level of fear, and reduce any unavoidable danger for all residents in the building, even the subject of the warrant.

Thank you for your time and consideration of our request.

Respectfully,

Patrick L. Wojahn  
Mayor

Cc: County Executive  
States Attorney

## Janeen S Miller

---

**Subject:** FW: Chief Stawinski Letter Response

**From:** Stawinski, Henry P. <[HPStawinski@co.pg.md.us](mailto:HPStawinski@co.pg.md.us)>

**Sent:** Thursday, June 18, 2020 1:41 PM

**To:** Latoya Moore

**Cc:** Magaw, Mark A.; Velez, Hector; Turner, Donnell W.; Smith, Sheniqua P.; Schartner, Anthony J.; Holland, Robert T.

**Subject:** RE: City of College Park Residents' Concerns

Mayor Wojahn,

Thank You. In order to expedite providing you with a response, I have prepared the following e-mail which you are free to share. The principles outlined in your correspondence represent the longstanding practices of the Prince George's County Police Department.

1. Ban Chokeholds & Strangleholds, **YES**
  - Chokeholds and Carotid restraints are explicitly prohibited by the Department.
2. Require De-escalation, **YES**
  - De-escalation is a fundamental part of our practice and is included in our curriculum for both Basic and annual In-Service Training. This training takes place in the classroom as well as during interactive, scenario-based training exercises. Moreover, Crisis Intervention Training (CIT) on recognizing those experiencing a mental health crisis and Less Lethal Tactics & Weapons Training are both taught in Basic and annual In-Service Training. This training is most effective when officers are provided with an understanding of cultural context. Beginning in 2016, all recruit officers and then in 2018, all members of the Department participated in mandatory implicit bias training conducted by Dr. Kris Marsh. This training was built into the annual in-service curriculum and was conducted on the campus of the University of Maryland. That training has been expanded every year since, again conducted by Dr. Marsh. Less lethal force options provided to every officer include; ASP Baton, OC (pepper) Spray, TASER.
3. Require Warning Before Shooting, **YES**
  - The Department's General Orders stipulate that verbal warnings must be given before force is used unless infeasible.
    - EXAMPLE: If an individual is pointing or firing a gun at a citizen or officer, thus placing the citizen or officer in imminent danger, verbal warning(s) may not be feasible.
4. Exhaust All Other Means Before Shooting, **YES**
  - Per the legal standard, officers must use only the reasonable amount of force necessary to protect themselves or others. However, it may not be feasible to exhaust all other measures prior to using lethal force. Less lethal options provided to every officer include; ASP Baton, OC (pepper) Spray, TASER.
    - EXAMPLE: If someone has a gun pointed at or is firing at a citizen or officer, an ASP Baton will not be the weapon of choice to be utilized.
5. Duty to Intervene, **YES**

- Officers are taught in Basic and annual In-Service Training they will be criminally liable if they fail to intervene to protect the civil rights of any human being.
  - On three occasions during my administration beginning in 2016, officers have intervened and/or reported misconduct of fellow officers. The officers who engaged in the reported misconduct were investigated, criminally prosecuted, and convicted of assault.
6. Ban Shooting at Moving Vehicles, **YES**
- It is the policy of the Department not to shoot at occupants of a vehicle; however, there are rare times when shooting at a vehicle may be justified. The following are examples of such instances:
    - EXAMPLE: The occupants of the vehicle are using deadly force such as shooting from the vehicle, and innocent persons would not be jeopardized by the officers' actions.
    - EXAMPLE: When a citizen or officer is pinned by or being dragged by the vehicle and innocent persons would not be jeopardized by the officers' actions.
  - Officers must avoid placing themselves in situations where vehicles may strike them.
7. Require Use of Force Continuum, **YES**
- The Use of Force continuum is detailed in the Department's General Order Manual and taught in both Basic and annual In-Service Training and re-enforced during interactive, scenario-based training exercises.
8. Require Comprehensive Reporting, **YES**
1. Every use of force must be reported, documented, and a review conducted by the involved officers immediate supervisor. That review must then be approved by the officer's Commander. If the use of force is determined to be inappropriate, outside of policy, or employs a technique that we do not train, then the incident is referred to the Internal Affairs Division for investigation and the Training & Education Division for re-training. Criminal misconduct is reported to the Office of the State's Attorney.

Best, Chief Stawinski

---

**From:** Latoya Moore <[lamoore@collegeparkmd.gov](mailto:lamoore@collegeparkmd.gov)>  
**Sent:** Thursday, June 18, 2020 10:40 AM  
**To:** Stawinski, Henry P. <[HPStawinski@co.pg.md.us](mailto:HPStawinski@co.pg.md.us)>  
**Subject:** City of College Park Residents' Concerns

**CAUTION:** This email originated from an external email domain which carries the additional risk that it may be a phishing email and/or contain malware.

Dear Chief Stawinski,

Please see the attached letter from the City of College Park Mayor and Council.

Thank You for your civil service and Stay Safe!

**La'Toya Moore**  
 Administrative Specialist  
 Administration

240.487.3501

July 15, 2020

Melvin C. High, Sheriff  
Prince George County  
7600 Barlowe Road  
Landover, Maryland 20785

Dear Sheriff High:

The Mayor and Council of the City of College Park, as those elected to represent the residents of our City, want first to take this opportunity to express our thanks and support of all the men and women who serve in the Prince George's County Sheriff's Office. We recognize that your deputies put their lives on the line every day to keep us safe. This sacrifice and personal risk does not go unnoticed or unappreciated. We are truly thankful for your service.

Mayor Wojahn recently sent you a letter asking if the Sheriff's Office has adopted the "8 Can't Wait" initiatives. We hope that these have already been established policies and procedures in your agency.

We are writing today to ask, in light of incidents such as the Breonna Taylor tragedy, that you carefully evaluate your "no-knock warrant" policy. It is very important to us that both our law enforcement officers and residents are kept safe. We want to ensure that your policy takes into consideration the safety of everyone involved. We realize that in some instances the "no-knock warrant" is the best course of action, both for officer and civilian safety. However, we hope that you will carefully consider the dangers of "no-knock warrants" and rarely use them. In addition, when "no-knock warrants" are deemed necessary, we would also urge that they be conducted using every possible measure to raise the level of safety, lower the level of fear, and reduce any unavoidable danger for all residents in the building, even the subject of the warrant.

Thank you for your time and consideration of our request.

Respectfully,

Patrick L. Wojahn  
Mayor

Cc: County Executive  
States Attorney

# 20-G-123

## Extend Micro-Mobility Pilot Program with VeoRide



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

**AGENDA ITEM 20-G-123**

**Prepared By:** Katie Hart  
Community Development Planner

**Meeting Date:** 7/14/2020

**Presented By:** Katie Hart &  
Terry Schum, Planning Director

**Consent Agenda:** Yes

**Originating Department:** Planning, Community, and Economic Development

**Action Requested:** Approval to extend the micro-mobility pilot program contract with VeoRide

**Strategic Plan Goal:** Goal 4: Quality Infrastructure

**Background/Justification:**

Pilot Program To Date

City of College Park, in partnership with University of Maryland and Town of University Park, implemented a pilot program for micro-mobility share with VeoRide that kicked off in late August 2019. VeoRide offered a variety of vehicle types including pedal bikes, e-bikes, and electric scooters that have been available as part of a dockless shared system. The initial contract established a non-exclusive, no-cost pilot agreement with a duration of one year to allow staff time to evaluate the performance and impact of the new system and new vehicle types.

The initial fleet size included 70 pedal bikes, 150 e-bikes, and 70 scooters. VeoRide requested to increase the number of scooters in the fall based on their higher rate of usage. By the end of October, the rides/day/unit averaged 0.87 for pedal bikes, 1.13 for e-bikes and 7.41 for scooters. In December of 2019, VeoRide was given permission to increase the scooter fleet size to a total of 150 scooters. VeoRide reduced the fleet size of pedal bikes to about 30 bikes based on demand. Veo will provide a minimum fleet size of 100 electric bikes and 150 electric scooters to meet needs based on the pattern of usage starting in August of 2020.

VeoRide launched within the footprint of the previous mBike system, replacing the mBike stations with geofenced parking spots that were painted on the ground and identified in the VeoRide smart phone app. University of Maryland and the City of College Park added geofenced parking locations during the current pilot program period. City staff also engaged Toole Design to recommend additional shared parking stations throughout the City (Attachment 7). Selected parking locations will be installed this summer.

The maximum number of rides on any single day reached almost 1,200. Through April of 2020, there were 13,402 unique riders that signed up for VeoRide in the service area. In March of 2020, there were 10,433 rides vs. 953 rides in April.

Trail System

Prince George's County started a pilot program last fall to study the use of e-vehicles on select trails. Electric bikes and scooters are allowed on sections of County trails. E-vehicles are prohibited on the trails that immediately circle Lake Artemesia.

Proposed Extension and Modifications

- Staff proposes an extension of one additional year of the micro-mobility pilot program since the use of the service has been disrupted due to the global pandemic.

- VeoRide recommends and City, Town, and University staff agree with the removal of pedal bikes from the shared system as they require more maintenance and receive much less use. VeoRide can work with the parties to repurpose or donate pedal bikes in the local community. A limited number of ADA compliant pedal bikes will be made available through the University of Maryland.
- Staff proposes allowing scooters and e-bikes to park at any bike racks or at any of the geofenced parking locations. Previously, scooters were required to park only at geofenced parking locations.
- Staff proposes modifying the hours of operation to make all vehicle types available 24/7. The Town is adopting these hours. The University of Maryland may limit hours of operation (5am-9pm) on campus through a digital “no-ride zone.”
- VeoRide requests an increase in pay-as-you-go pricing to match their national rates as follows:

Fares	Unlock	Proposed Cost Per Minute	Existing Cost Per Minute
E-bike	\$1 (no change)	\$0.20	\$0.15
Scooter	\$1 (no change)	\$0.25	\$0.15
Pedal Bike	\$1	----	\$0.05

- Staff proposes issuing a \$35 fine to VeoRide for every improperly parked vehicle in the service area that is reported to VeoRide and not relocated within 24 hours.
- VeoRide will follow all CDC guidelines and each vehicle in service will be sanitized at least once a day.

Timeline

The target implementation date for the amended agreement is August 1, 2020.

Staff is seeking the Mayor and Council’s approval to sign the Amended Agreement, subject to approval by the City Attorney.

**Fiscal Impact:**

The VeoRide program is offered at no cost to the City. There may be costs associated with adding new suggested geofenced parking locations and signage in College Park, funded by the Capital Improvement Program.

**Council Options:**

- #1 Authorize the extension of the Pilot Program for one year, and authorize staff to finalize the of Amended Mobility Share Agreement with VeoRide.
- #2 Request that staff negotiate different terms for the VeoRide Amended Agreement.
- #3 Recommend an alternative direction for a mobility share program.

**Staff Recommendation:**

#1

**Recommended Motion:**

*I move that the Pilot Program be extended for one year to August 1, 2021 and to approve the Amended Mobility Share Agreement – Pilot Program in substantially the form attached, subject to review by the City Attorney.*

**Attachments:**

- 1) Amended Mobility Share Agreement – Pilot Program
- 2) Exhibit A Veo Terms of Service
- 3) Exhibit B Draft Veo Service Area and Hubs
- 4) Exhibit C VeoRide System Maintenance Requirements
- 5) Exhibit D VeoRide Fleet Specification

- 6) Exhibit E VeoRide Cash Payment or No Smart Phone Options
- 7) Toole Design Proposed Parking Site Diagrams

AMENDED MOBILITY SHARE AGREEMENT – PILOT PROGRAM

This Amended Mobility Share Agreement, including all Schedules, Exhibits, and Attachments hereto (this “Amended Agreement”), effective August 1, 2020 (the “Effective Date”), is hereby entered into by and between the **City of College Park (“City”)**, 4500 Knox Road, College Park, MD 20740, and **VeoRide, Inc. (“Veo”, and referred to as VeoRide” in the Mobility Share Agreement – Pilot Program, )**, located at 11 East Adams Street, Suite 902, Chicago, IL 60603, sometimes referred to individually herein as a Party and collectively as the Parties.

WHEREAS, the City, the Town of University Park (the “Town”), and the University of Maryland, College Park (“UMD”) sought to provide for a mobility share system (“System”) within their respective jurisdictions that would provide pedal bicycles, electric bicycles, and electric scooters for their residents and visitors; and

WHEREAS, the City, the Town, and UMD determined to authorize a one-year pilot program (the “Pilot Program”) for the System within their respective jurisdictions for the provision of such a System; and

WHEREAS, the City, the Town, and UMD selected VeoRide to provide the System in their respective jurisdictions for the one-year Pilot Program; and

WHEREAS, VeoRide agreed to provide the System for the one-year Pilot Program under the terms and conditions that are contained in a Mobility Share Agreement - Pilot Program (“Agreement”) and in similar agreements with the Town and UMD; and

WHEREAS, VeoRide, in coordination with the City, the Town and UMD, created the System generally as agreed in the Agreement; and

WHEREAS, due to the COVID-19 pandemic and the resulting Orders of the Governor of Maryland in March, 2020 and thereafter, UMD required all students to vacate the campus, and eventually canceled on-campus participation in classes and athletics through the end of the 2019-2020 academic year and businesses in the City were also required to close, with residents required to stay at home; and

WHEREAS, as a result of the closure of UMD, and of the businesses in the City, and the stay at home orders of the Governor, the use of the System was severely reduced, and it was not possible to complete the Pilot Program; and

WHEREAS, due to the non-completion of the Pilot Program, the Parties and the Town and UMD have decided to extend the Program for one year, to and until August 1, 2021; and

WHEREAS, based on the experience to date with the System, the Parties also wish to make certain amendments to the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

**1. Veo Mobility Vehicles; Veo Services; Relationship of the Parties.**

A. Veo Mobility Vehicles and Services. Subject to the terms and conditions of this Amended Agreement, (i) Veo agrees to provide to City the Veo Mobility Vehicles, Designated Parking Hubs (“Hubs”) and Suggested Parking Zones (“Zones”), and Services (as defined and set forth in Exhibits A and B to this Agreement) and (ii) City agrees to authorize the Veo Mobility Vehicles, Hubs, Zones, and Services, for an extended Pilot Program within the City’s municipal boundary and in defined nodes in the Discovery District, and Riverdale Park Station. The Service Area and Hubs are represented in Exhibit B to this Agreement. The maintenance requirements for the System to be performed by Veo are set forth in Exhibit C to this Agreement. The Mobility Vehicle Fleet Specifications are set forth in Exhibit D to this Agreement. Alternative options for payment are attached as Exhibit E.

B. Additional Services. In addition to the Veo Mobility Vehicles, Services, Hubs and Suggested Parking Zones to be provided in accordance with this Amended Agreement and Exhibits, to the extent that the City and Veo may mutually agree, Veo shall provide additional vehicles, Hubs, Zones, or Services to the City (“Additional Services”). The scope of any such

Additional Services, as well as any terms and conditions applicable to such Additional Services, shall be mutually agreed by City and Veo and shall be reflected in amendments or additions to this Amended Agreement. It is understood and agreed that any decision by the City to procure any such Additional Services shall be made in its sole discretion.

C. Relationship. The relationship of the Parties to this Amended Agreement is solely that of independent contractors. Neither Party shall have any authority to contract with third parties on behalf of the other Party or to expressly or impliedly represent that it has any such authority, to any person. All individuals employed by Veo who provide personal services to City are not public employees.

D. Effective Date. The Effective Date for this Amendment is August 1, 2020. The Parties recognize that the City, the Town, and UMD are working in concert to create the System, and that Locations will be situated on Town property, UMD property, and on City public property or private property for which the City has obtained consent. Rights and obligations with respect to the System, as provided herein, are to be shared by the City, Town, and UMD. This Amended Agreement will not take effect unless and until Veo reaches Amended Agreement with the City, UMD and the Town for provision of Veo Mobility Vehicles, Hubs, Zones and Services.

a. Meetings. Regular periodic meetings to assess performance, review data, and operations experience and to plan activities and fleet changes shall be held as agreed by the Parties.

b. Pilot Program; License. This Amended Agreement is entered into as part of a one-year Pilot Program adopted by the City, Town, and UMD. The one-year term (the "Term") shall begin on the date of the Official Launch of the System, as provided in Section 9 of the Amended Agreement. The City hereby grants to Veo a limited, revocable, non-exclusive license, during the Term, to utilize the public rights-of-way located within the City's geographic boundaries, in their "AS IS, WHERE IS" condition, in order to provide Services for the benefit of the City and System users. The term right-of-way (hereafter "ROW") refers to sidewalks, roads, bike lanes, and other pathways that are owned, controlled, or maintained by the City. This license and authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in any City property.

D. Fees. The Fees will be set by Veo with consent of the City. Once the Pilot Program ends, Veo will solely determine the fee schedule for any user fees and membership fees applicable to the use of the System by riders. Veo will solely have the right to collect and retain rider user and membership fees in full. Additionally, Veo is solely responsible for paying all necessary licensing, permitting, or registration fees that may be necessary to comply with City ordinances or other laws and regulations. In no event will Veo charge the City for Vehicles, Hubs, Zones or Services under this Amended Agreement, except as specifically provided herein.

**E. Insurance.**

**A. General Requirements:**

1. All insurance required to protect Veo, the City, Town, and UMD from liability and all insurance required in accordance with applicable laws and regulations is addressed herein.

2. The amount(s) of insurance coverage specified herein shall be the minimum amount(s) of insurance available to satisfy claims. Veo and its subcontractors (as applicable) shall purchase and maintain such insurance with limits of liability as specified herein; or as required by law; whichever is greater.

3. A policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.

4. All insurance required shall be purchased and maintained with a company or companies lawfully authorized to do business in the State of Maryland and shall name the City of College Park, the Town of University Park and the University of Maryland, College Park as "Additional Insureds". Insurance companies providing coverage herein shall have an AM Best rating of not less than A-VII or better.

5. Veo shall be responsible for the maintenance of this insurance, whether the work is performed directly by Veo; by any subcontractor; by any person employed by Veo or any subcontractor; or by anyone for whose acts Veo may be liable.

6. All required insurance policies shall be endorsed to provide thirty (30) days (ten (10) days if cancelled

due to non-payment) prior written notice by certified mail of any material change, cancellation or non-renewal to:  
University of Maryland, College Park  
Department of Procurement and Strategic Sourcing  
2113-R Chesapeake Building  
College Park, MD 20742

City of College Park  
Finance Department  
4500 Knox Rd  
College Park, MD 20740

Town of University Park  
6724 Baltimore Avenue  
University Park, MD 20782

7. Proof of the required insurance and endorsements shall be made by submission to the City, Town, and UMD. Prior to commencement of the work, Veo shall name the City, Town, and UMD as additional insured on said policies of insurance, except for Workers Compensation, and shall provide Certificates of Insurance and additional insured endorsements before starting work under this Amended Agreement. Certificates of insurance and endorsements satisfactory to the City, Town, and UMD shall be submitted. Veo shall promptly furnish copies of required policies upon receipt of a request from the City, Town, or UMD.

8. All required coverage shall be for the Term of this Amended Agreement.

9. Veo shall defend, indemnify and save harmless the City of College Park, the Town of University Park, the University System of Maryland, and the University of Maryland, College Park and their respective officers, employees and agents from any and all claims, liability, losses and causes of action which may arise out of the performance by the Veo, its' employees, subcontractors or agents, of the work covered by this contract.

**B. Coverage Required:**

1. Insurance coverage shall include:

a. General Liability: Coverage for general liability claims arising from operations of Veo, subcontractors and suppliers with such coverage, including, but not limited to: personal injury, completed operations ISO CG 20 10 and CG 20 37 or its equivalents. Waiver of Subrogation in favor of the City, Town, and UMD is required. The minimum limits of such coverage shall be:

- i. \$2,000,000 Per Occurrence Limit
- ii. \$4,000,000 General Aggregate Limit
- iii. \$4,000,000 Products/Completed Operations Limit

No exclusion for third party action over claims.

No exclusion for punitive damages.

b. Automobile Liability: Coverage for third party legal liability claims arising from bodily injury and/or damage to the property of others from the ownership, maintenance or use of any motor vehicle, both on-site and off-site. Coverage shall include all owned, hired and non-owned vehicles for claims arising out of their use or operation. Waiver of Subrogation in favor of the City, Town and UMD is required. The minimum limits of such coverage be:

- i. \$1,000,000 Combined Single Limit

ii. Workers' Compensation: Coverage for claims arising from Workers' Compensation statutes or other Employers Liability or third-party legal liability claims arising from bodily injury, disease, or death of Veo's employees. Veo shall provide Workers' Compensation coverage for all employees and require their subcontractors to provide Workers' Compensation in accordance with statutory requirements of the jurisdiction in which the work is being performed. Waiver of Subrogation in favor of the City, Town and UMD is required for Part B: Employers Liability. The minimum limits of such coverage shall be:

- a) Part A: Statutory

- b) Part B: Employers Liability
  - \* \$1,000,000 Each Accident
  - \* \$1,000,000 Disease, Each Employee
  - \* \$1,000,000 Disease, Policy Limit

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

**4. Publicity; Use of Marks.**

A. Except as required by law or regulation, including the Maryland Public Information Act, Maryland Code Annotated, General Provisions, Title 4, as amended from time to time, no Party shall issue a press release or make a public announcement related to the subject matter of this Amended Agreement without the prior consent of the other Party, which shall not be unreasonably withheld. Unless otherwise expressly permitted in this Amended Agreement, neither Party shall use the other Party's name, logos, trademarks, service marks, or trade names ("Marks") for any reason or in any manner, other than in connection with statements and public relations relating to this Amended Agreement, without the other party's prior written consent. With respect to the use of UMD's Marks, such written consent must be provided by UMD's Office of Strategic Communications.

B. Each Party consenting to use of its Marks hereunder shall remain the sole and exclusive owner of and retain all right, title and interest in and to its Marks and the goodwill associated therewith. Nothing contained in this Amended Agreement shall be construed as conferring upon any Party, by implication, operation of law, or otherwise, any other rights. Upon termination of this Amended Agreement, any use of the other Party's Marks shall immediately cease.

**5. Indemnification.**

Notwithstanding the limitations on liability below and any other provision in this Amended Agreement, Veo agrees to defend, indemnify and hold harmless City, its officers, officials, employees, agents, contractors, and consultants from and against any third party claims (including reasonable attorneys' fees) brought against City (collectively, "Claims"), and shall pay all damages finally awarded by a court of competent jurisdiction or agreed to by Veo in settlement, arising from: (i) the negligence or willful act or omission of Veo, its employees and/or contractors in connection with the provision of the Veo Mobility Vehicles and Services as defined in the Amended Agreement, and/or (ii) infringement by the Veo Software or Veo Marks of a third party's intellectual property rights. Veo's obligations to indemnify City are subject to City providing Veo with reasonable assistance in the defense and settlement of any Claims at Veo's sole expense. City may engage its own counsel to participate in the defense and settlement of any third-party claims. Veo's indemnification obligations in (ii) above shall not apply if (a) the Software or Veo Marks are modified or combined with any third party materials, hardware or software, to the extent the infringement would not have arisen but for such modification or combination by City or its contractors, (b) use of the Software or Veo Marks is not in accordance with this Amended Agreement and any instructions provided by Veo to City in writing, or (c) the infringement arises due to Veo's compliance with City's specifications or designs. This Section states Veo's sole liability and City's sole remedy for any infringement of intellectual property rights.

Veo shall include in the User Agreement a provision to hold the City harmless for any and all damages due to a negligent or willful act or omission of a member or user.

**6. Warranties; Disclaimer of Warranties.**

A. Each Party represents that: (i) this Amended Agreement has been duly approved by all necessary action of such Party; (ii) it has full power and authority to enter into and execute this Amended Agreement; (iii) this Amended Agreement is valid, binding, and enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Amended Agreement does not result in a violation or breach of and does not contravene, violate, or conflict with any provision of applicable law, regulations, or obligations to which it is a party.

B. Veo warrants that the Veo Mobility Vehicles will be free from defects in materials and workmanship for one year from the date of delivery of the Veo Mobility Vehicles to a Location. As the City's sole and exclusive remedy for a breach of the foregoing warranty, Veo will repair or replace the Veo Mobility Vehicles.

- C. Veo represents and warrants that during the Term of this Amended Agreement all services performed by Veo will be performed in all material respects in accordance with this Amended Agreement and Exhibits and in a good and workmanlike manner consistent with industry practices. As City's sole remedy for a breach of the foregoing warranty, Veo shall promptly re-perform the nonconforming service such that the service conforms to the foregoing warranty, or, if Veo is unable to re-perform the nonconforming service within a commercially reasonable period of time from receipt of City's written notice, Veo will refund the proportionate amount paid by City for such nonconforming service.
- D. EXCEPT AS SET FORTH IN THIS SECTION 6, TO THE MAXIMUM EXTENT PERMITTED BY LAW, VEO MAKES NO WARRANTIES WITH RESPECT TO THE VEO SERVICE OR THE SUBJECT MATTER OF THIS AMENDED AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY AND VEO EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- E. The Parties acknowledge that the provisions of this Section are not intended to limit Veo's liability for negligence or for willful misconduct.

**7. Limitation of Liability.** EACH PARTY SHALL BE LIABLE FOR ITS OWN NEGLIGENCE IN ACCORDANCE WITH APPLICABLE LAW. HOWEVER, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL CONTRACT DAMAGES ARISING OUT OF THIS AMENDED AGREEMENT, INCLUDING LOST PROFITS, LOSS OF DATA OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. THE PARTIES ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION REPRESENT A REASONABLE ALLOCATION OF RISK THAT IS REFLECTED IN THIS AMENDED AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY IS NOT INTENDED TO LIMIT EITHER PARTY'S LIABILITY FOR NEGLIGENCE OR WILLFUL MISCONDUCT, HOWEVER THE CITY'S LIABILITY SHALL BE GOVERNED EXCLUSIVELY IN ACCORDANCE WITH MARYLAND ANNOTATED CODE, COURTS AND JUDICIAL PROCEEDINGS ARTICLE, TITLE 5, AS AMENDED FROM TIME TO TIME.

**8. Confidentiality; Suggestions.**

- A. Each Party acknowledges that during the Term of this Amended Agreement the other Party may disclose information, whether orally, visually, or in tangible form, that is proprietary and confidential to the disclosing Party and is marked as proprietary or confidential (hereafter, "Confidential Information") and that the unauthorized disclosure of Confidential Information may cause irreparable harm to the disclosing Party. Except as required by applicable law, each Party shall only use Confidential Information to perform its obligations hereunder and shall take all reasonable measures to safeguard and prevent the unauthorized disclosure of Confidential Information, but no less than the measures it takes to safeguard its own Confidential Information, including without limitation disclosing Confidential Information only to those of its employees with a need to know such information to perform their obligations hereunder and which have been advised of the confidential nature of the information and have agreed to protect Confidential Information to the same extent.

The Parties acknowledge that it may be impossible to measure the damages that would be suffered by one Party if the other Party fails to comply with the provisions of this Section 8 and that in the event of any such failure, such Party may not have an adequate remedy at law and may, therefore, be entitled, in addition to any other rights and remedies, to seek specific performance of the receiving Party's obligations and to seek immediate injunctive relief with respect thereto.

- B. Notwithstanding the foregoing, Veo acknowledges and agrees that City has a statutory obligation to provide all public records upon request, unless such records are specifically exempted from disclosure. In the event that City receives a request to disclose Veo's Confidential Information as part of an open records request, City shall promptly notify Veo. The City may disclose Veo's confidential information to the extent required by the Maryland Public Information Act, General Provisions, Title 4, as amended from time to time, or as required by other applicable law. Veo shall mark any information that it wishes to remain "confidential" or "proprietary" before providing the information to the City. In the event that, pursuant to the Maryland Public Information Act or other process, the City receives a request for information that has been so marked by Veo, and the City agrees that the information may be exempt from disclosure under Maryland law, then the City will not disclose the information and will notify the Veo of the request. Veo shall be solely

responsible for protection of its own Confidential Information from disclosure pursuant to (and if subject to) the Maryland Public Information Act or other similar applicable public disclosure law. City agrees to provide assistance as reasonably requested by Veo in support of Veo's efforts, and to keep Veo advised as to the status of any such public records requests. Each Party shall be responsible for any expenses it incurs in an effort to limit or prevent the disclosure of its Confidential Information.

- C. City may, from time to time, provide suggestions, techniques, know-how, comments, feedback, or other input to Veo with respect to the Veo Services (collectively, "Suggestions"). Both Parties agree that each Suggestion is and shall be given entirely voluntarily. Each Suggestion, even if designated as confidential by City shall not, absent a signed, written agreement with Veo, create an obligation of confidentiality for Veo. City hereby assigns all right, title, and interest in and to Suggestions to Veo including without limitation all intellectual property rights therein, and shall at Veo's sole expense take all actions reasonably requested by Veo to effect such assignment.

**9. Term; Dates of Work; Termination.**

- A. Term. The Term of this Amended Agreement shall commence on the Effective Date and, unless terminated earlier in accordance herewith, shall continue for a period of one (1) year from the Effective Date as a Pilot Program.
- B. Termination.
  - (i) This Amended Agreement may be terminated at any time by mutual written agreement of the Parties.
  - (ii) If either Party breaches this Amended Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of that breach from the non-breaching Party (setting forth in detail the nature of the breach), then the non-breaching Party has the option of terminating this Amended Agreement effective as of the end of that period.
  - (iii) This Amended Agreement shall be immediately and automatically terminated by operation of law, without any further notice or action by a Party, in the event that a Party: (1) becomes subject to voluntary or involuntary bankruptcy, insolvency, receivership, conservatorship or like proceeding pursuant to applicable laws; or (2) ceases to conduct its normal and customary business operations.
  - (iv) No termination for cause shall be deemed a waiver of any claim for damages by the terminating Party. A non-breaching Party shall have any and all remedies available to the non-breaching Party at law or in equity in the event of a breach, notwithstanding the termination of this Amended Agreement.
  - (v) The performance of work under this Amended Agreement may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest.
- C. Effect of Termination. Upon the termination of this Amended Agreement, each Party shall promptly destroy or, on the other Party's request, return all of the other Party's Confidential Information, including all copies thereof, except to the extent that secure preservation is required by their respective records retention policies or standards.
- D. Survival. Sections 5 (Indemnification), 6 (Warranties; Disclaimer of Warranties), 7 (Limitation of Liability), 8 (Confidentiality; Suggestions), 12 (Other Payments; Expenses; Taxes) and 18 (Miscellaneous) of this Amended Agreement shall survive any termination or expiration of this Amended Agreement. Termination or expiration of this Amended Agreement shall not affect any rights that any Party may have with respect to any breach of this Amended Agreement occurring prior to or following such termination.

- 10. Third Party Vendors.** If Veo retains a third-party vendor to perform any of its obligations under this Amended Agreement, Veo shall remain responsible for ensuring that its obligations are performed and satisfied. Any actions taken by a third party vendor as a result of, or arising, directly or indirectly, from or in connection with this Amended Agreement shall be deemed to have been taken by Veo and Veo shall be responsible to City for all such actions (or inactions).

- 11. System, Network and Data Security.** Veo agrees at all times to maintain commercially reasonable network

security that complies with applicable federal and state privacy and data protection laws, as well as all other applicable regulations.

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

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

**13. Materials and Standards of Work.** All work performed, and material provided, pursuant to this contract shall be in conformance with standards adopted by the State of Maryland and Prince George's County and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by Veo at Veo's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of Veo.

**14. Accurate Information.** Veo certifies that all information provided in response to requests for information is to Veo's knowledge true and correct. Any false or misleading information is grounds for the City to reject the bid and to terminate this Amended Agreement with ten days' notice to Veo.

**15. Periodic and Final Inspection** The City will make periodic inspections of the Veo Mobility Vehicles through the Project Manager or other City representative.

**16. Restoration of Property.** Upon any termination or expiration of this Amended Agreement, Veo will, at its own expense, repair any property damage at the Hubs and Zones, reasonable wear and tear excepted, caused by Veo.

**17. Contract Documents.** The following enumerated documents inform the agreement between the Parties and are fully a part of this Amended Agreement as if attached hereto:

- Veo Proposal dated May 17, 2019
- Certificate of Insurance and additional insured endorsement
- Exhibit A Veo Mobility Vehicles, Locations and Services
- Exhibit B Veo Service Area and Designated Hubs and Suggested Parking Zones
- Exhibit C Maintenance Requirements
- Exhibit D Mobility Vehicle Fleet Specifications
- Exhibit E Alternative options for payment

In the event of inconsistency among the Contract Documents, precedence shall be given to this Amended Agreement, then to Exhibits A through D, and then to the Veo Proposal.

**18. Miscellaneous.**

- A. Entire Agreement; Priority; Amendment. This Amended Agreement, including all of the recitals and Exhibits hereto, set forth the entire understanding between the Parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings, oral and written, between the Parties with respect to the subject matter hereof. Additional or different terms in any purchase order or similar document shall not modify or add to the terms of this Amended Agreement, unless mutually agreed in writing by the Parties. This Amended Agreement may be modified or amended only by a written agreement between the Parties. Any modification or amendment shall not

require additional consideration to be effective.

- B. **Non-Waiver.** No term or provision of this Amended Agreement shall be deemed waived and no breach excused, unless the waiver or consent is in writing and signed by the Party against whom it is asserted. Any consent by any Party to, or waiver of, a breach of the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach of this Amended Agreement by such Party.
- C. **Assignment; Binding Effect.** This Amended Agreement and the rights granted under it may not be assigned or transferred by either Party without the prior written consent of the other Party; provided, however, either Party will have the right to assign this Amended Agreement to its successor in the event of a merger, acquisition, or other consolidation, including without limitation the sale of all or substantially all of its assets or stock or business to which this Amended Agreement relates. This Amended Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties to this Amended Agreement and their successors and permitted assigns.
- D. **Severability.** In the event that any provision of this Amended Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be deemed modified to the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the Parties and the remaining terms and conditions of this Amended Agreement shall remain in full force and effect.
- E. **Governing Law; Venue.** This Amended Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to conflicts of law provisions thereof. The Parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Prince George's County, MD, and consent to the exclusive jurisdiction of such courts.
- F. **Headings.** The paragraph headings contained in this Amended Agreement are for convenience only and are not intended to be used nor may they be used in the interpretation of this Amended Agreement.
- G. **Construction.** The Parties acknowledge that this Amended Agreement is the result of careful negotiations between the Parties and thus any principle of construction or rule of law that provides an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Amended Agreement.
- H. **Force Majeure.** For purposes of this Agreement, "Force Majeure" includes but is not limited to acts of God, labor conflicts, acts of war or civil disruption, governmental regulations imposed after the fact, public utility outage failures, industry wide shortages of labor or material, or natural disasters that interfere with either Party's ability to perform its obligations under this Agreement when due. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond its control during the continuance of such Force Majeure. The applicable Party shall, however, use reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations under this Agreement.

The Parties have taken into account that a state of emergency exists in Maryland due to the COVID-19 pandemic and that the System may continue to be impacted. The actual number of days of delay will be added to the schedule as an equitable adjustment in the event of delays to the contract schedule resulting solely from the effects of the COVID-19 pandemic. Veo has considered the costs that may be incurred due to the need for social distancing, cleaning of mobility vehicles and personal protective equipment. When the scope of work requires that Veo meet or work with City staff and others, the Amended Agreement includes meeting or working in person, or remotely, as is deemed appropriate in the circumstances.

- I. **Legal Fees** The prevailing Party in any legal or equitable proceeding arising out of the Agreement will be additionally entitled to recover court costs, reasonable attorneys' fees, and other legal expense from the non-prevailing Party.
- J. **User Agreements, Terms of Service.** Veo shall provide a copy of its user agreements and privacy policies with the rider application. Veo must provide notice to the City regarding any changes to their terms of service, user agreements, or privacy policies throughout the duration of the pilot. Relevant portions of Veo's user agreement or terms of service must be consistent with the provisions of this Agreement, the City of College Park Code of Ordinances, Maryland State Law, and applicable federal law. Changes to Veo's user agreement or terms of service inconsistent with the provisions of this Agreement, the City of College Park Code of Ordinances, Maryland State

Law, or applicable federal law may be grounds for termination from participation in this pilot.

- K. Notices. Except as otherwise provided in this Amended Agreement, all notices, requests and demands, and other communications required or permitted under this Amended Agreement shall be in writing and sent to the addresses noted below or to such changes of address of which one Party notifies the other in accordance with this provision. A notice shall be deemed effective: (i) upon delivery, if delivered personally by hand to a Party; (ii) one (1) business day after deposit, if delivered to a nationally recognized courier service offering guaranteed overnight delivery; or (iii) five (5) business days after having been deposited in the United States mail, certified mail, postage prepaid, return receipt requested.

If to City:

City Manager  
City of College Park  
4500 Knox Road  
College Park, MD 20740

With a copy to:

Suellen M. Ferguson Council Baradel  
125 West Street, 4<sup>th</sup> Floor  
Annapolis, MD 21404

If to Veo:

VeoRide, Inc.  
11 East Adams Street  
Suite 902  
Chicago, IL 60603

- L. Counterparts. This Agreement may be executed in one or more counterparts, each counterpart of which will be deemed to be an original and which together will constitute one and the same instrument. The signature of any of the Parties may be evidenced by an electronic signature or a facsimile copy of this Agreement bearing such signature, and such signature will be valid and binding as if an original executed copy of the Agreement has been delivered. The Parties accept electronic delivery of the executed Agreement.

[Signature page to follow]

**In Witness Whereof**, a duly authorized representative of each Party has executed this Agreement as of the date set forth below.

Witness

By: \_\_\_\_\_

**Veoride, Inc.**

By: \_\_\_\_\_

Name: Bowen Candice Xi

Title: CEO

Date: \_\_\_\_\_, 2020

**Witness**

\_\_\_\_\_  
Janeen S. Miller, CMC, City Clerk

**City of College Park**

By: \_\_\_\_\_

Printed Name: Scott Somers

Title: City Manager

Date: \_\_\_\_\_, 2020

**Exhibit A - Veo Vehicles, Locations and Services  
Pilot Extension: August 2020 - August 2021**

In this Exhibit A, the City, Town and UMD may be referenced collectively as the “Parties”.

**I. COVID-19 Standards**

A. In response to the coronavirus pandemic, public transportation operators including shared mobility providers servicing Prince George’s County are called to take additional measures to ensure the safety of employees and riders. Until agreed upon by all parties, the Veo team operating in the defined service area will follow guidance provided by the CDC to ensure the health and safety of employees and riders. Veo will also apply Best Practices known to the market or parties and will coordinate with the Parties to agree upon additional strategies

Vehicle Sanitation – each vehicle in service will be sanitized at least once a day, using Nu-Foamicide 300048 or equivalent, which is registered under EPA #10324-166-40672 and is listed with the EPA to be used against human coronavirus. Additional details can be found on EPA’s site under: List N: Disinfectants for Use Against SARS-CoV-2

- 1.
2. Operator/Staff – All operation staff handling vehicles will wear appropriate coverings as directed by the CDC (ex. face coverings, gloves, etc.). As directed by the CDC, staff will maintain effective 6-foot distancing throughout operations activity.
3. Communications to Users – Veo will communicate health guidance to all riders via their website, email, mobile application push notifications when riders unlock a vehicle, encouraging users to wipe down handlebars and use sanitizers before and after use.
4. Additional strategies – Veo and the parties will discuss and apply additional strategies from the CDC guidelines, state, or other best practices to support local public health needs.

**II. Service Area**

A. Veo will provide service for the College Park municipal boundaries and defined nodes in the Discovery District, UMD, Town of University Park, and Riverdale Park station. See Exhibit B for Service boundaries. Additional Locations agreed by the Parties may be added to the Service Area and shall be serviced by Veo. The Service Area may also be expanded by agreement of the Parties.

**III. Operating – Veo Responsibilities**

A. **Fleet Size & Distribution:** For the Summer/Fall 2020 launch, Veo will provide a minimum fleet size of 100 electric bikes and 150 electric scooters for use in the System (the “Veo Mobility Vehicles”), distributed equitably around the Service Area. Distribution of Veo Mobility Vehicles will be designed to satisfy demand levels at each Location. The parties will coordinate distribution based on system data. Changes in fleet size are subject to the consent of the Parties.

- B. **Hours:** The Veo fleet will be operable between 5 a.m. and 9:00 p.m. on the UMD campus and available 24 hours per day, seven days per week in the City and the Town. Hours of operation may be adjusted by the Parties and VEO.
- C. **Electric Scooter Speed Limit:** Electric scooters will not exceed 15 mph. The speed limit will be controlled by Veo technology on each scooter.
- D. **Use in Rights-of-Way:** Electric scooters, pedal bikes and electric bikes may be used only on roadways, and on trails owned or controlled by the Maryland-National Capital Park and Planning Commission if authorized.
  - 1. **Designated Parking Hubs:** Defined as “Marked and geo-fenced areas that are designated for 1) Veo daily fleet rebalancing 2) Veo rider parking.
  - 2. **Suggested Parking Zones:** Area designated both on the ground through markings and signage as well as geo-fenced in the Veo App as an appropriate rider parking location for shared devices. May be rebalanced to, but less regularly and predictably than Designated Hubs.
  - 3. Parties will install and maintain designated parking hubs and suggested parking zones. Veo will geo-fence all hubs and suggested parking zones in the mobile application and website.
  - 4. The City, Town, UMD and Veo will coordinate for siting and installing additional Parking Zones or Designated Parking Hubs.
- E. **No Ride Zones:** None at present but the parties retain the right to designate no ride zones based on experience.
- F. **No Parking Zones:** None at present. However, the City, Town, and UMD all require parking of bicycles and scooters at bike racks, suggested parking zones or designated hubs. Parking in UMD buildings, lobbies, stairwells or rooms is prohibited. The parties retains the right to designate no parking zones based on experience. This includes all bikes and scooters. UMD, the Town, and the City may adopt different parking requirements as each deems necessary.
- G. **Geo-fencing:** Veo will provide the geofencing technology to encompass the Service Area. Geo-fencing will also be provided for the designated parking hubs and suggested parking zones.
- H. **Rebalancing:** Veo must rebalance fleet to designated parking hubs at least once per day. Veo will provide a mixture of Mobility Vehicles to satisfy demand levels at each station. The parties will coordinate distribution based on system data.
- I. **Staging:** Veo will make its own arrangements for sourcing and storing bicycles, scooters, and equipment prior to installation.
- J. **Maintenance:** Veo will conduct full fleet maintenance checks as per Exhibit C- Maintenance Requirements.
- K. **Customer Service:**
  - 1. Veo shall hire or designate a staff person on the ground to manage/supervise the fleet and be a central point of contact for the City, Town, and UMD.
  - 2. Veo shall provide 24-hour contact information of a local staff member who can respond to requests, emergencies, and other issues at any time.

3. Veo shall provide a 24-hour customer service phone number for the public to report safety concerns, maintenance issues, and complaints, or to ask questions.
4. Veo must respond to urgent customer service issues/requests within two hours of receipt.
5. All Veo Mobility Vehicles must be clearly labeled with a company logo, unique vehicle identification number, and a 24-hour customer service phone number.

#### IV. Parking

- A. **Designated Parking Hubs and Suggested Parking Zones:** The City, Town, and UMD will determine Suggested Parking Zones and Designated Hubs and coordinate with private entities if needed.
- B. **Parking:** The City, Town, and UMD have agreed to have the same parking requirements. This could change over the course of the year, and they may wish to have different requirements. Changes in parking requirements are subject to the consent of the Parties. The parking requirements shall be included in the Veo software applications (“Apps”) and the User Agreement provided to riders.
  1. **Parking Regulations:** All bicycles and electric scooters must be parked at bicycle racks or at other geo-fenced suggested parking zones or designated parking hubs.
- C. **Parking Compliance:** Veo can be notified by partners or community members if vehicles are improperly parked and Veo operations staff will arrive within 2 hours to relocate vehicles back to designated parking Locations. Veo employees/contractors shall also inspect for non-compliant parking during activities in Service Area.
  1. Veo will deploy sufficient operational staff to address parking infractions for the fleet size in a timely manner.
  2. Veo will issue warnings and fines for parking non-compliance
  3. A \$35 fine will be issued to Veo for every improperly parked vehicle in the service area that is reported to Veo and not relocated within 24 hours. Parties may relocate bikes or scooters that are improperly parked.

**Commented [MW1]:** Reports should be sent to shared email account.

#### V. User Agreement, Pricing & Equity Program

- A. **Age Restriction:** A Veo User or Member must be at least 18 years of age.
- B. **Required Information:** The User Agreement and App must include a speed limit of 15 miles per hour scooters and 18miles per hour for bicycles, the 18 years of age requirement, the requirement that Mobility Vehicles be ridden only on the street, the respective parking limitations of the Town, UMD, and the City, and any other restrictions that Users must follow, and the availability of ADA accessible bicycles.
- C. **Pricing:** Veo agrees to provide Mobility Vehicle access to users at the following standard rates. Changes in standard rate fees are subject to approval of parties. Pricing:

1. Electric Bikes: \$1 unlock fee + \$0.20 & Electric Scooters: \$1 unlock fee + \$0.25/min
2. Access Program: Waives \$1 unlock fee for eligible low-income users
3. The Parties will explore a membership option for electric bicycles and electric scooters.
4. During program evaluation in the pilot period, Veo will consider offering membership options for low-income users.

D. **User Agreement:** The User Agreement shall be subject to the review and approval of UMD with regard to the inclusion of information required by the Agreement. The User Agreement must include a provision to hold UMD harmless for any and all damages due to a negligent or willful act or omission of a member or user.

**E. Equity Program-**

1. Veo to provide Access discounted pricing program and work with the City, Town, and UMD to set up process for accepting documentation of income eligibility in person as well as online.
2. Veo agrees to have information about the Access program visible on the website at all times and assist with marketing the program to users.
3. Veo to provide cash payment methods to allow access by users without credit cards, bank accounts, or smart phones.

**VI. Fleet Increases (process and metrics)**

- A. For the Fall 2020 launch and duration of the Pilot Period, the City, the Town, and the UMD and Veo will evaluate fleet performance and ridership to adjust fleet sizes and the mix-mode
- B. Combination of ridership, compliance, customer and partner responsiveness will be evaluated to determine fleet expansion.

**VII. Data Requirements –** Data reporting was an area defined for needing improvement during the first pilot. Veo will provide to the City, Town, and UMD the following data:

- A. Public API in Mobility Data Specification (MDS) that includes trip start location, trip start time, trip end location, trip end time, point location of all devices both available for rent and disabled (GPS coordinates), and Mobility Vehicle type within one week of contract execution.
- B. Data dashboard to be provided by Veo to the City, Town, and UMD to access the following system data:
  1. Real-time Mobility Vehicle location
  2. Overall ride statistics
  3. Mobility Vehicle ID number & type,
  4. User engagement statistics
- C. Data reporting: Provide a report of data related to the utilization of the shared mobility devices once a month, or upon request. Where applicable, data should be provided in a way that allows the comparison of ridership data between different modes.
  1. Median daily number of vehicles in service per month
  2. Median daily number of vehicles out of service (damaged) per month

3. Aggregated system usage -- total unique users, total users with .edu emails, Access Users, total miles ridden, the total number of rentals, total number of rides, average rental duration, average trip length, time of day
4. Monthly summary of vehicle distribution and GPS-based natural movement in heat map format
5. Quarterly and year-to-year comparisons of items 1-4
6. Summary of theft/vandalism and resolutions
7. Summary of maintenance activities, by vehicle type and type of maintenance activity performed on vehicles
  - a) Significant trends
  - b) Resolutions
  - c) Number of vehicles replaced
8. Monthly rebalancing activities
9. Immediate report of public safety concerns including collisions, injuries, tampering, damage, leaking batteries to parties. Summary of all reported collisions/injuries and other issues should be provided in monthly reporting.
10. Veo agrees to provide parties with specific breakdowns of complaints including the number of complaints, nature, and status/resolution.
11. Report of parking compliance
12. Survey data

D. App Data Collection: Data with the number of users with .edu addresses will be reported by Veo.

E. System, Network, and Data Security: Veo agrees at all times to maintain commercially reasonable network security that complies with applicable federal and state privacy and data protection laws as well as all other applicable regulations.

#### **VIII. Safety/Training**

- A. Veo will provide a minimum of 200 free helmets to new users during the second pilot year in conjunction with community events, on-site promotions and safety education events. Veo will coordinate with City, Town, and UMD to organize. This item is contingent on COVID-19 distancing conditions and state safety guidance.
- B. Veo will provide app and website content to educate riders on safe riding and instructions for the System. Veo will send messages or push notifications to riders in the app to meet the City, Town, and UMD's programmatic needs.
- C. Veo will distribute materials such as FAQs and parking and safety information fliers to stakeholder groups. To help educate riders, Veo will affix educational brochures that highlight proper scooter parking and safety measures on the handlebars of each scooter for the first weeks of operations. Will coordinate with City, Town, and the UMD on content and distribution
- D. Veo will host a minimum of 10 safety education events on campus and within the City and Town. This item is contingent on COVID-19 distancing conditions and state safety guidance.

**IX. Special Events:** Veo will coordinate with UMD, City, and Town for either removal or rebalancing of Veo Mobility Vehicles for special events (ex. Athletic events, College Park Day, Maryland Day, etc.)

- X. Enforcement: Veo will implement strategies to communicate and enforce parking and riding policies.**
- A. Restrictions will be included in, and enforced through, the User Agreement
  - B. Restrictions will also be contained in App.
  - C. Speed restrictions will be enforced through the technology on the Mobility Vehicle
  - D. Improper parking and other violations – After one warning, an additional violation results in a fine. After 3 violations, the penalty is suspension of membership or access.
  - E. Veo will remove improperly parked bikes within 2 hours of notification.

**XI. ADA Option**

Veo will make an agreed upon number, with a minimum of two accessible bicycles (currently, hand crank) available for rental by the City, Town, or UMD, at their option, for use in the System. Veo will maintain the accessible bikes, and the City, Town, or UMD will supervise reservation, rental fees, and use of the bicycles.

**XII. Personal Vehicle Rentals–** All personal rentals or sales made available by Veo should acknowledge and provide users with local riding, parking, and charging regulations. Veo will notify parties of the number of personal rentals/sales in the local market. For electric vehicle rentals or sales, users should be informed of the limited charging opportunities on campus before their purchase.

- A. E-scooters may only be parked at designated parking or a bike rack. Parking in UMD buildings, lobbies, stairwells or rooms is prohibited,
- B.** The University of Maryland Department of Resident Life also prohibits “the use, possession, charging, and storage of electronic skateboards, including self-balancing hoverboards/scooters and other similar equipment” in all university residence halls and South Campus Commons.
- C. In order to address parking violations among private Veo rentals/scooters, Veo agrees to provide parties with riders' contact information

**Commented [MB2]:** I will need to confirm with my HQ if this is allowed

**XIII. Sustainability**

- A.** At end of a vehicle life cycle, parties request that vehicles are not destroyed, but are released from fleet in sustainable and socially responsible manner when possible. Veo can work with the parties to repurpose or donate pedal bikes in local community.

## Exhibit B: Veo Service Area and Parking Hubs and Zones 2020-2021

Figure 1 outlines the service area which overlays the College Park and Town of University Park municipal boundaries. The chart below includes a list of all existing *Suggested Parking Zones* available in the Service Area. Suggested Parking Zones are marked parking areas that will be visible riders in the Veo mobile app and Veo website. Suggested Parking Zones that are also *Designated Parking Hubs* are represented in Figure 1 by the red bike symbol. Veo agrees to rebalance at least 50% of the fleet to designated parking hubs each evening in preparation for morning service. Hub locations can be adjusted by the parties as needed.

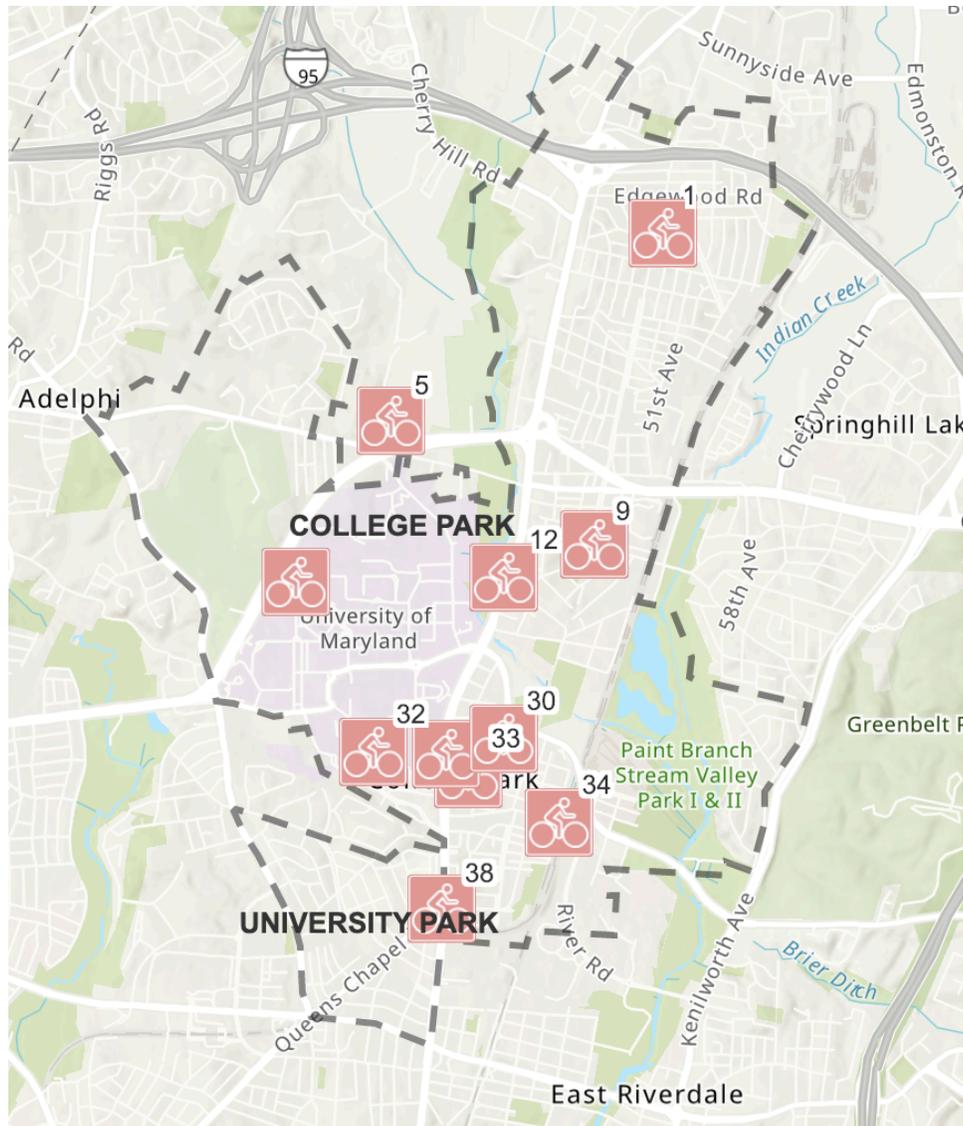


Figure 1: Map shows Designated Parking Hubs within the defined Service Area - the municipal boundaries of College Park and the Town of University Park. The University of Maryland camps is within College Park boundaries. Red bike symbols in the map reflect proposed Veo Designated Parking Hubs for the 2020-2021 pilot year.

ID (sorted by Long)	Suggested Parking Zone Site	Jurisdiction	Veo Designated Parking Hub?	Latitude	Longitude
1	Hollywood Shopping Center	College Park	Yes	-76.92132	39.01373
2	Greenbelt Metro West	College Park	No	-76.91386	39.01056
3	Monument Village	College Park	No	-76.93048	39.00453
4	Duvall Field	College Park	No	-76.92417	39.00270
5	Courtyards	UMD	Yes	-76.94204	39.00233
6	Xfinity Center	UMD	No	-76.94024	38.9963
7	Lidl	College Park	No	-76.93144	38.99576
8	Terrapin Trail Garage	UMD	No	-76.94257	38.99518
9	Berwyn Road Trolley Trail	College Park	Yes	-76.92654	38.99472
10	North STEM/Lot 11B	UMD	No	-76.93714	38.99371
11	Eppley	UMD	No	-76.94615	38.99325
12	University View	College Park	Yes	-76.93328	38.99294
13	Denton/Elkton	UMD	No	-76.9492	38.99286
14	Eppley 2	UMD	No	-76.94557	38.99286
15	Cambria Suites	College Park	No	-76.93282	38.99264
16	La Plata East	UMD	No	-76.94428	38.99246
17	Northgate/The Varsity Apartments	College Park	Yes	-76.93417	38.99057
18	Lot 1B	UMD	No	-76.9495	38.99017
19	Regents Drive	UMD	No	-76.94081	38.98991
20	Lot E	UMD	No	-76.93722	38.98948
21	Cole/Union Lane	UMD	No	-76.94584	38.98798
22	The Hotel	UMD	No	-76.93607	38.98665
23	The Hotel	College Park	No	-76.93599	38.98659
24	Tawes	UMD	No	-76.94894	38.98612
25	The Hall	UMD	No	-76.93412	38.98604
26	Ritchie	UMD	No	-76.93662	38.98539
27	McKeldin Mall	UMD	No	-76.94271	38.98519
28	Skinner Hall	UMD	No	-76.94177	38.98451
29	Domain	UMD	No	-76.94888	38.98451
30	Leonardtwn	UMD	Yes	-76.93342	38.9832
31	Prienkert Hall/Mowatt Garage	UMD	No	-76.94494	38.98263
32	South Campus Dining Hall	UMD	Yes	-76.94357	38.98244
33	Lot 15/Graham Craccker	UMD	Yes	-76.93613	38.98097
34	College Park Metro West	College Park	Yes	-76.92911	38.97813
35	Guilford Drive	College Park	No	-76.93871	38.97769
36	Guilford	UMD	No	-76.93867	38.97768
37	Wells Parkway	University Park	No	-76.94619	38.97365
38	University Park Town Hall/Queens Chapel	University Park	Yes	-76.93826	38.97274
39	Riverdale Park	Private Other	No	-76.93673	38.97061
40	Target (to be installed Summer 2020)	College Park	Yes		

EXHIBIT C

Maintenance Requirements

Maintenance & Operations	Schedule	Designated Parking Hub	Vehicle
Patrol for inappropriate Dockless Vehicle parking	Daily	On-Site	<a href="#">All</a>
Visual Walk-around for any immediate obvious issue	Daily	On-site	<a href="#">All</a>
Dockless Vehicle Inspection	Daily/Weekly	On-Site	<a href="#">All</a>
Prevention Maintenance and Tune-Ups	Quarterly	Facility	<a href="#">All</a>
Clean-up Alert or Notification	As needed	On-Site	<a href="#">All</a>
Address Repair Upon Notification	As needed	On-Site	<a href="#">All</a>
Replacement Parts and Dockless Vehicles	As needed	Facility	<a href="#">All</a>
Web and Mobile Updates	On-Going	Wireless	<a href="#">All</a>
Mount Dockless Vehicle and test front and rear brake levers to make sure their functionalities	Daily/Weekly	On-Site / Facility	<a href="#">All</a>
Inspecting chain drive for proper functioning and lubrication.	Daily/Weekly	On-Site / Facility	<a href="#">Bikes</a>
Inspecting handlebar for proper centering and tightness.	Daily/Weekly	On-Site / Facility	<a href="#">All</a>
Inspecting brakes to ensure providing proper working tension	Daily	On-Site / Facility	<a href="#">All</a>
Spin front and rear wheels to check for rubbing and wobbling	Daily/Weekly	On-site / Facility	<a href="#">All</a>
Dismount Dockless Vehicle and lift rear wheel to test crankshaft and chain for smooth operation	Daily/Weekly	On-site / Facility	<a href="#">Bikes</a>
Check seat tightness and seat quick release	Daily/Weekly	On-Site / Facility	<a href="#">Bikes</a>
Ensure hand grips are secure	Daily/Weekly	On-site / Facility	<a href="#">All</a>
Inspect shifters for proper functioning.	Daily/Weekly	On-Site / Facility	<a href="#">Bikes</a>
Check basket and solar panel for loose or broken components	Daily/Weekly	On-Site / Facility	<a href="#">Pedal Bikes</a>
Inspect headlight and taillight's working condition.	Daily/Weekly	On-Site / Facility	<a href="#">All</a>
Test locking/unlocking mechanism using mobile application	Daily/Weekly	On-Site / Facility	<a href="#">All</a>
Ensure accessories such as basket, bell, and advertising components are properly attached	Weekly	On-Site / Facility	<a href="#">All</a>
Test kickstand for proper function	Daily/Weekly	On-Site / Facility	<a href="#">All</a>
Clean all visible dirt on the Dockless Vehicle	Weekly	On-Site / Facility	<a href="#">All</a>
Check frame for damage, cracks, and dents	Weekly	On-Site / Facility	<a href="#">All</a>
Remove and clean entire drivetrain	Annually	Facility	<a href="#">All</a>
Inspect tensions and true wheels	Annually	Facility	<a href="#">Bikes</a>
Inspect Tires for excessive wear and replace if needed	Annually	Facility	<a href="#">All</a>
Inspect Brakes for excessive wear and replace if needed	Annually	Facility	<a href="#">All</a>

**Commented [MW1]:** To Veo: Can you specify which vehicle the maintenance task applies to? ex. ebike/escooter/both

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Within 72 hours - VeoRide's certified mechanics shall initiate a repair of VeoRide Mobility Vehicles reported to be damaged, or found to be damaged, or non-operational via normal wear and tear upon inspection at the damaged/non-operational VeoRide Mobility Vehicles' Designated Parking Hub. In the event the damaged/non-operational VeoRide Mobility Vehicles cannot be repaired by VeoRide's certified mechanics at the applicable Designated Parking Hub, VeoRide shall (i) cause the damaged/non-operational Veo-Ride Mobility Vehicle to be removed, (ii) promptly record the removal of damaged/non-operational Veo-Ride Mobility Vehicle(s) and (iii) ensure that a replacement Veo-Ride Mobility Vehicle is introduced into the fleet within one (1) week of the date the damaged/non-operational Veo-Ride Mobility Vehicle was removed from the fleet.

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In the event a Veo-Ride Mobility Vehicle is lost or stolen and not recoverable, VeoRide will ensure that a replacement Veo-Ride Mobility Vehicle is introduced into the fleet within one (1) week of the date the Veo-Ride Mobility Vehicle was reported lost or stolen. City and University acknowledge that VeoRide will charge the user for the entire cost incurred by VeoRide to replace the Veo-Ride Mobility Vehicle and will be entitled to retain the entire amount paid by the user.

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VeoRide must maintain and have available, at all times, a sufficient number of spare parts for the stations, parking spaces, and Mobility Vehicles to promptly perform all necessary repair, maintenance, and replacement work on such equipment to meet the requirements of this contract. All spare parts will be purchased by the VeoRide at its own expense.

Within 24 hours - If snow accumulation occurs at any of the Designated Parking Hubs in a twenty- four (24) hour period, VeoRide shall remove snow from the VeoRide Mobility Vehicles and will move devices to allow for City or UMD snow removal operations.

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Response to escalated issues from VeoRide's home office by phone or e-mail.

Initial responses to any other issues not specifically addressed, but arising in connection with this Agreement.

On a daily basis - VeoRide will monitor the availability of VeoRide Mobility Vehicles at the Designated Parking Hubs on a daily basis and perform rebalancing sessions to distribute both e-bikes and e-scooters at all Designated Parking Hubs as needed. The definition of a rebalancing session is distributing VeoRide Micro-mobility Vehicles among the Designated Parking Hubs in the most optimal way based on projected demand and previous usage data. On an average month there should be no more than 60 rebalances. The parties will meet periodically as needed to adjust the schedule of rebalancing.

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Deleted: determine if the number of rebalances exceeds the monthly average

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This shall include commercially reasonable efforts to effect retrieval or replacement of VeoRide Mobility Vehicles not returned to a Suggested Parking Zone within 24 hours, provided, that City acknowledges VeoRide will charge the user for the cost incurred by VeoRide to locate the VeoRide Mobility Vehicle and will be entitled to retain the entire amount paid by the user. All VeoRide Mobility Vehicles placed in parking spaces must be in safe operating condition.

**Veoride Inc.**

400 N. Racine Ave., #109

Chicago IL, 60642

[hello@veoride.com](mailto:hello@veoride.com)

[www.veoride.com](http://www.veoride.com)

(855) 836-2256



EXHIBIT D

# Veoride Fleet Specification

June 27, 2019

**Contact:**

Candice (Bowen) Xie

Co-Founder and VP Business Development

(765) 838-9861

[candice.xie@veoride.com](mailto:candice.xie@veoride.com)



**Veoride**  
Go Wherever, Whenever.

## A Whole New Experience!

Hassel-free Micro-mobility Sharing Program

### Cash Payment

1. Register Veoride Account via Veoride App.
2. Submit a cash payment request by emailing [hello@veoride.com](mailto:hello@veoride.com) with ID and phone number.
3. Obtain prepaid debit cards/credit cards from local convenience stores or gas station
4. Use purchased prepaid debit cards/credit cards and enjoy your Veoride trips!

### No Smart Phone

1. Register Veoride Account by contacting Veorider Support email or toll-free number.
2. Submit required document and payment directed by Veorider Support Agent.
3. Call Veorider Support toll-free number before riding to start the timer and unlock the fleets.
4. Call Veorider Support toll-free number again before ending trips and we will let you know balance left for the next fun ride.



**Scan to Download the Veoride App Today**



## VeoRide E-bike

### *Summary of VeoRide E-Bike Specs*

Country of Origin	China/Vietnam/Cambodia
Weight	60 lbs.
Cockpit Configuration	From Left to Right - Front Brake lever, Headlight/Taillight switch, Bell, Control Panel, Shifter, Rear Brake Lever
Drivetrain	Chain drive
Gear Ratio	32:16
Motor	350W Rear Drive
Battery	11.6AH
PAS Control	Three level (Eco 30% total output, Standard 60% total output, Sport 90% total output), Torque sensor
Top PAS Speed on Flat terrain	18 MPH
Battery Range	68 Miles
Wheels	26 Inches
Tires	Puncture-Resistant Tire
Saddle Height Adjustment	5'3"-6'5"
Lights	200 LUX
Bell	Mechanical bell
Weather/Tamper resistance feature	All rust-resistant security bits, special heat treatment stainless steel chain, aluminum alloy frame, waterproof battery pack and motor
Cargo	Front basket can hold up to 30 lbs. of goods
Tracking system	GPS with 4G Cellular (Accuracy within 10-30 feet)

# Veoride Pedal Bike – Green Machine

Feature	Veoride Bikes
Hand Grips	<b>Anti-theft hand grips</b>
Bike Seat	Our <b>silicon-molded bike saddle seat</b> is formed as a whole piece, which offers an exceptional level of comfort and wear resistance
Seat Post	<b>Seat can be adjusted</b> to fit users 6'5" and above to ride comfortably. Seat post is marked with common heights for quick adjustments.
Tire	Rubber-like <b>solid Run-Flat tire with proprietary chemicals</b> for enhancing the riding experience
Cable routing	<b>Internal brake/shifting cable route from the handlebar to the rear brake/gear shifting hub</b>
Spokes	Reinforced and strengthened <b>magnesium-alloy bike spokes</b>
Protection for brake	<b>Protective shield for brake</b> , and a shifter on the handlebar to protect the brake from being damaged when the bike is dropped or falls to the ground
Safety Skirt Guard	<b>Safety skirt guard</b> designed to protect riders who wear long skirts from being jammed by spinning wheel

# Veoride Electric Scooter

### Dual Braking System

Equipped with brakes for both front wheel and rear wheels

### Field Swappable Battery

Battery maintenance by Veoride staff; higher torque for hills

### 10-inch wheels; Larger Platform

Bigger wheels and platform provide more stable control

### Quality and Safety Tested

E-scooters have passed the most stringent US consumer products testing



### Larger Wheels

Better at handling uneven road surfaces and cracks in the road



### Greater Tire Width

More traction means riders are less likely to slip or fall



**Wider Platform Area for All Riders**

VeoRide's Scooter: 168 in<sup>2</sup>  
Competitors' Scooter: 114 in<sup>2</sup>



**Higher Weight Limit for a Wider Group of Rider**



**Field-Swappable  
Extended-Life Battery**

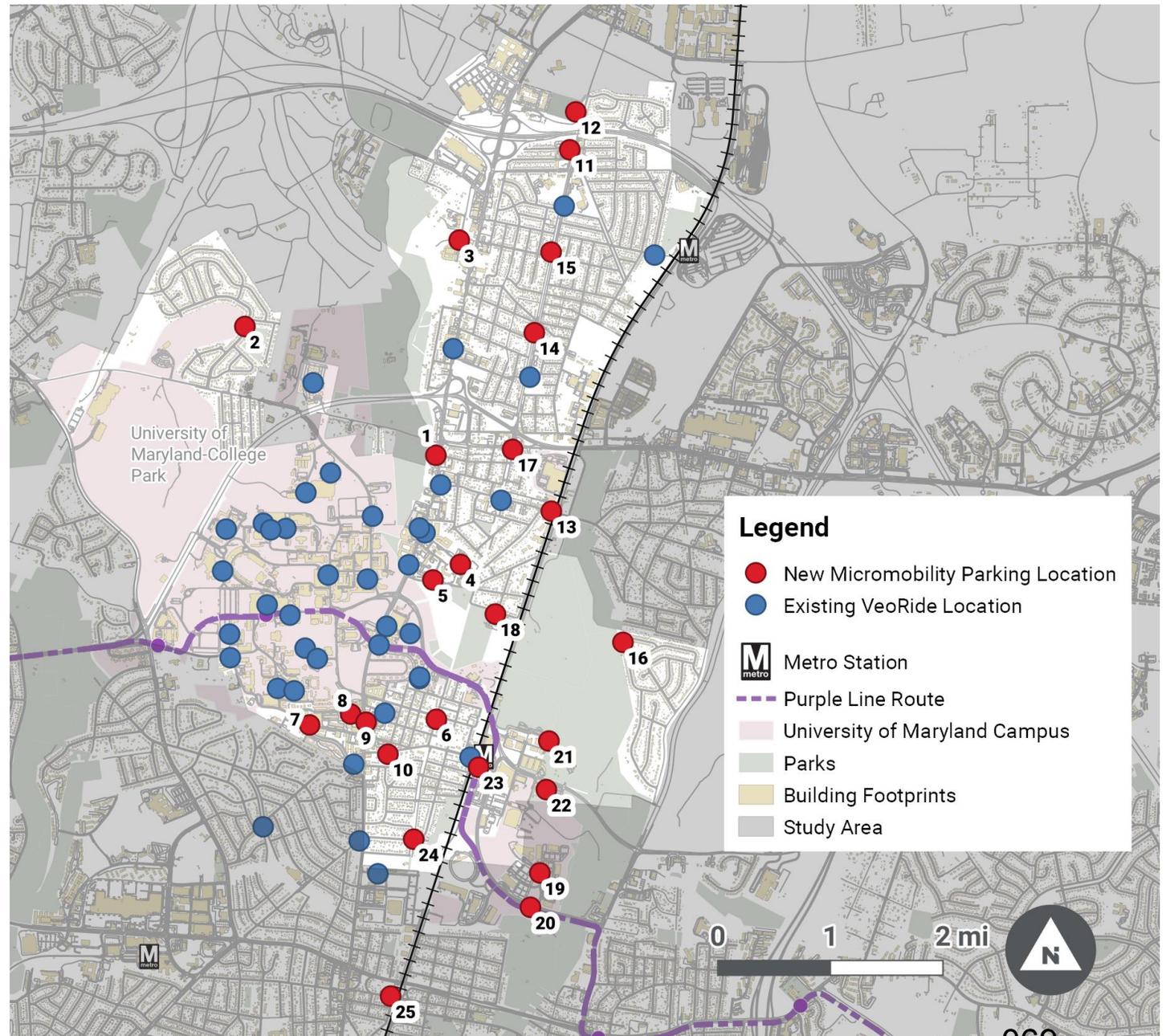
Keeps the fleet available 24/7, improves equity and eliminates fire risks by unsupervised crowd charging in apartments and dorms, and greatly decreases the environmental impact of crowd charging.

# CITY OF COLLEGE PARK DOCKLESS MICROMOBILITY

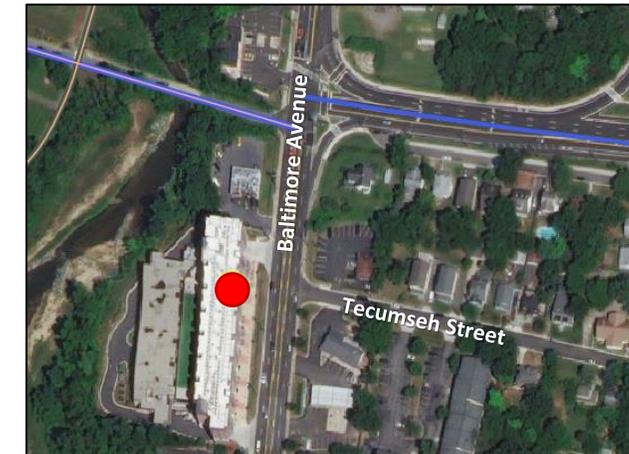
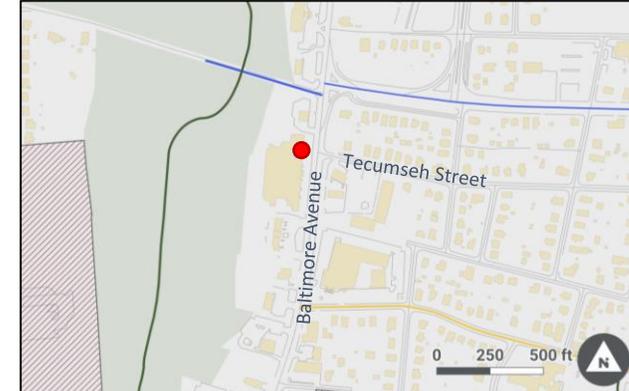


Proposed Parking Site Diagrams

# Site Locations



# 1. The Enclave at 8700



**Name:** The Enclave at 8700

**Notes:** May require agreement with property owner.

**Location:** West side of Baltimore Avenue, north of Tecumseh Road

**Type:** Pavement markings

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** < 200 ft



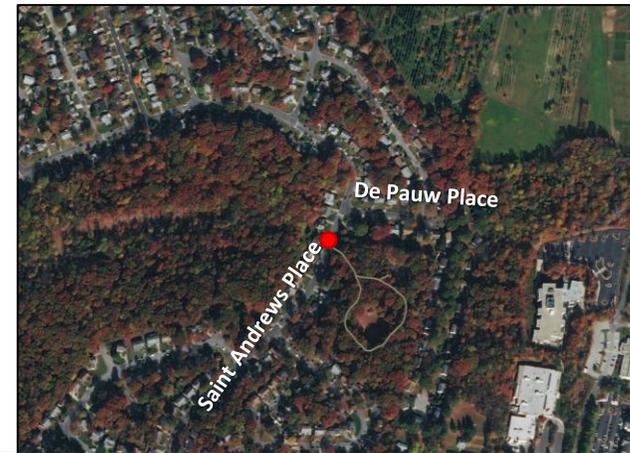
Micromobility Parking

Date: 6/5/2020  
Version: 001

Designed: TH

2020\_01\_The Enclave

## 2. College Park Woods Neighborhood Park



**Name:** College Park Woods Neighborhood Park

**Notes:** At park entrance.

**Location:** South side of Lakeland Road, West of Piney Branch Trail

**Type:** Concrete pad

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** > 200

**TOOLE**  
DESIGN

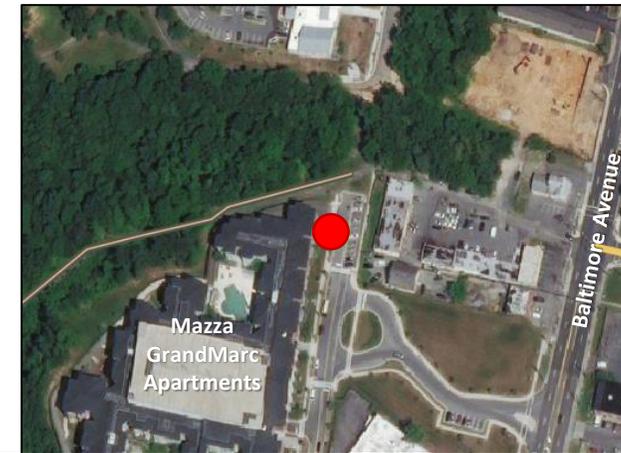
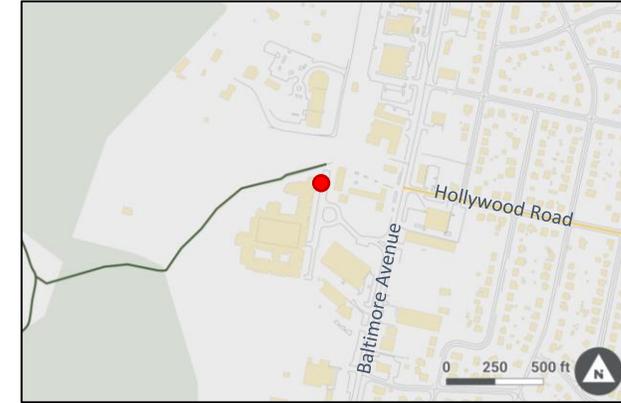
Micromobility Parking

Date: 6/5/2020  
Version: 001

Designed: TH

2020\_02\_CP\_Woods\_Park

### 3. Mazza GrandMarc Apartments



**Name:** Mazza GrandMarc Apartments

**Location:** North side of Apartment complex, near trail entrance.

**Type:** Pavement markings

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** > 200

**Notes:** May require agreement with building owner. A location closer to the building entrance would require repurposing a motor vehicle parking space.



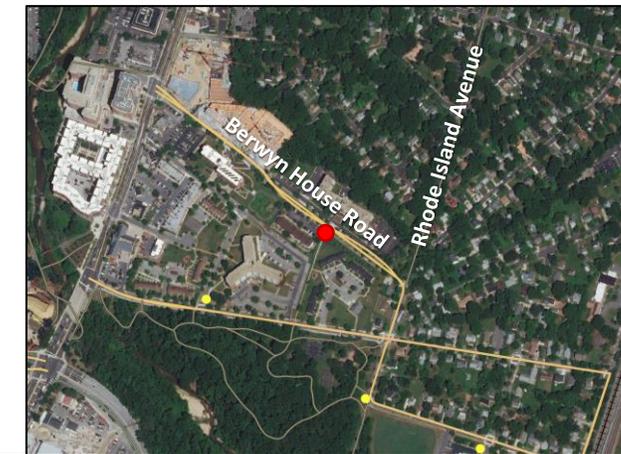
Micromobility Parking

Date: 6/5/2020  
Version: 001

Designed: TH

2020\_03\_Mazza\_GrandMarc

#### 4. Berwyn House Road



**Name:** Berwyn House Road

**Notes:** May require agreement with property owner.

**Location:** South side of Berwyn House Road, beside connector path.

**Type:** Concrete pad

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** < 200



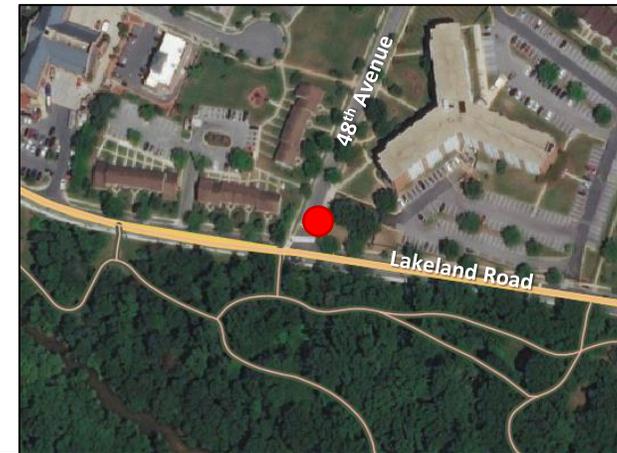
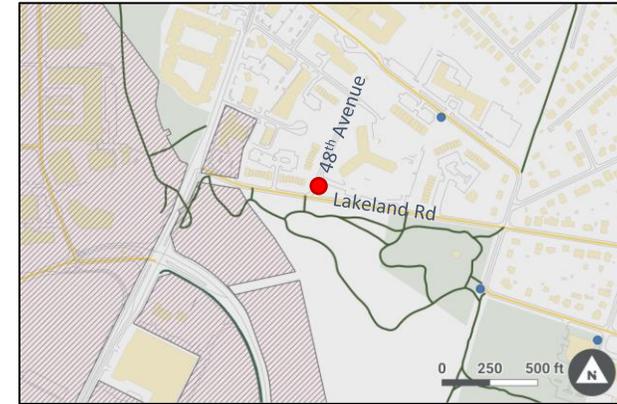
Micromobility Parking

Date: 6/5/2020  
Version: 001

Designed: TH

2020\_04\_Berwyn\_House\_Road

## 5. 48<sup>th</sup> Avenue and Lakeland Road



**Name:** 48<sup>th</sup> Avenue and Lakeland Road

**Location:** East side of 48<sup>th</sup> Avenue at Lakeland Road.

**Type:** Concrete pad

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** > 200

**Notes:** Multiple high-density buildings and less than 100 feet from trail entrance.

**TOOLE**  
DESIGN

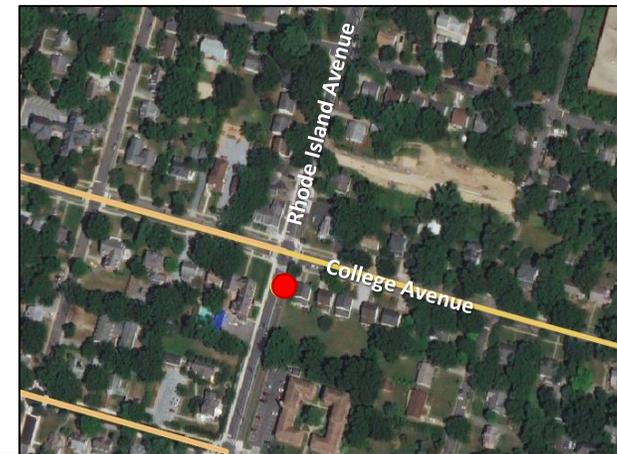
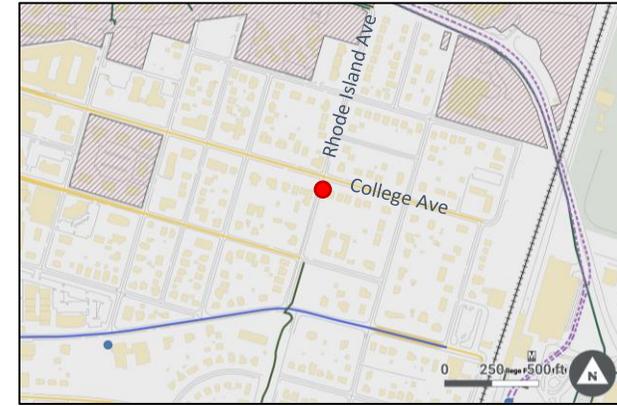
Micromobility Parking

Date: 6/24/2020  
Version: 002

Designed: TH

2020\_05\_Lakeland\_Road

## 6. Rhode Island Avenue and College Avenue



**Name:** Rhode Island Avenue and College Avenue

**Location:** East side of Rhode Island Avenue, south of College Avenue.

**Type:** Concrete pad

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** > 200

**Notes:** Recommend one continuous concrete pad. Would provide ADA access to bus stop on far side of intersection from sign and micromobility parking on near side. Pavement markings could indicate each distinct area.

**TOOLE**  
DESIGN

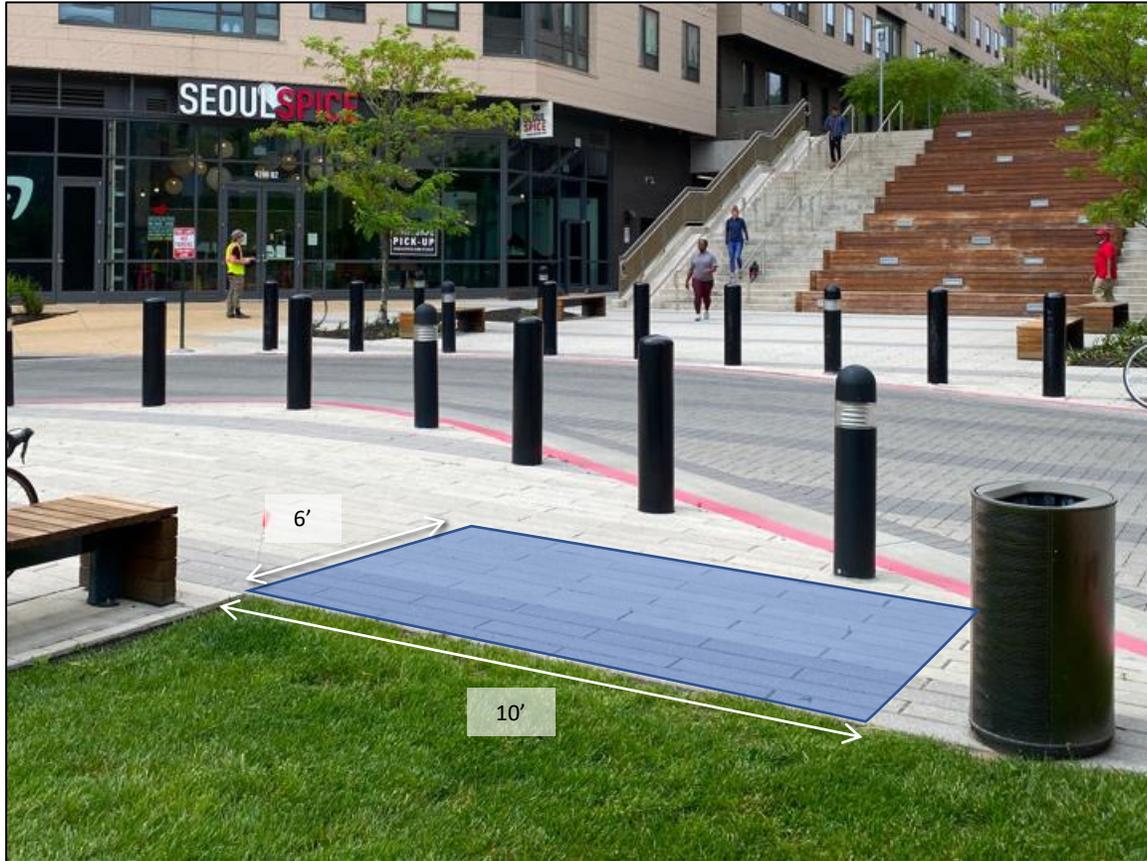
Micromobility Parking

Date: 6/5/2020  
Version: 001

Designed: TH

2020\_06\_College\_Ave

## 7. Terrapin Row



**Name:** Terrapin Row

**Notes:** Coordination with property owner may be needed.

**Location:** Courtyard across from Seoul Spice and bookstore.

**Type:** Pavement markings

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** < 200



Micromobility Parking

Date: 6/5/2020  
Version: 001

Designed: TH

2020\_07\_Terrapin\_Row

## 8. Knox Road (College Park Shopping Center)



**Name:** Knox Road (College Park Shopping Center)

**Location:** South side of Knox Road, at College Park Shopping Center.

**Type:** In-street pavement markings

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** < 200

**Notes:** Existing curb extension at end of loading zone creates ideal space for micromobility parking. Existing flexposts on asphalt can be relocated beyond the parking area (ones on concrete in can be left in place). Would result in shortening the loading zone from approximately 110' to approximately 90'.

**TOOLE**  
DESIGN

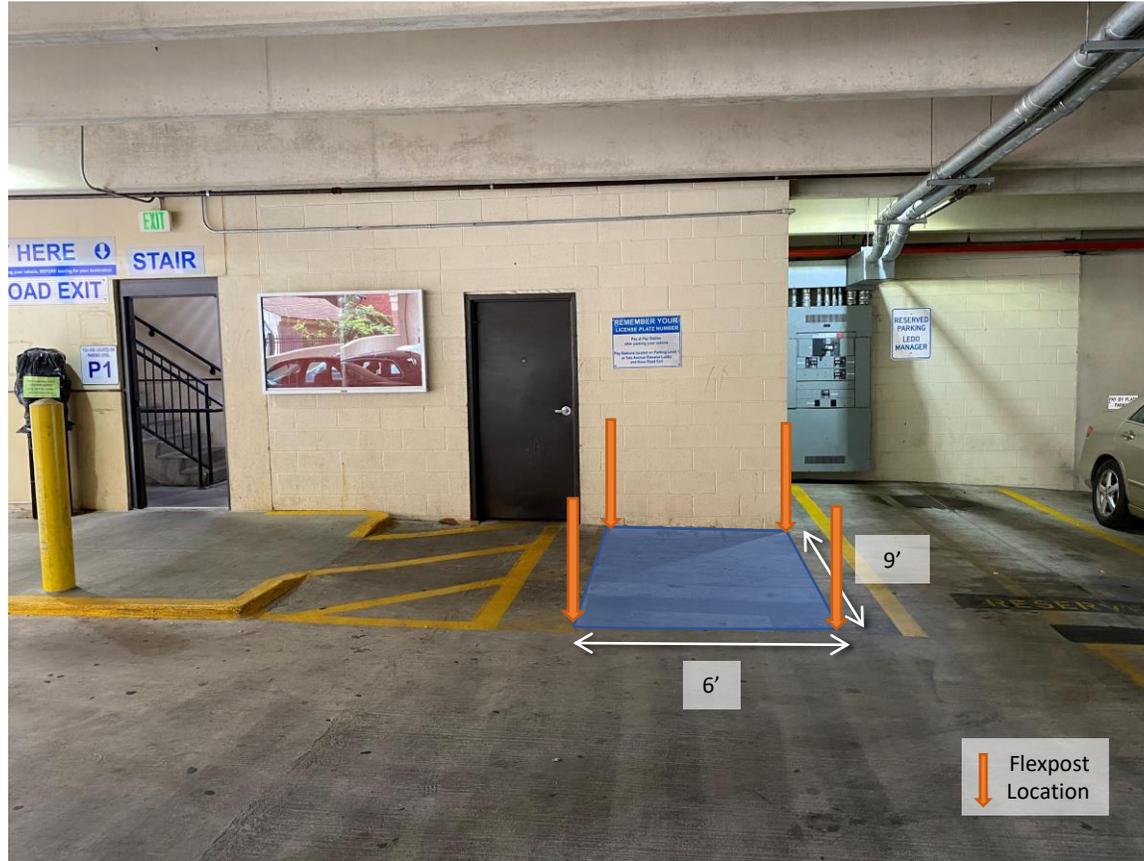
Micromobility Parking

Date: 6/5/2020  
Version: 001

Designed: TH

2020\_08\_CP\_Shopping\_Center

## 9. Knox Road Parking Garage



**Name:** Knox Road Parking Garage

**Location:** South side of Knox Road, near Baltimore Avenue, in garage.

**Type:** In-driveway pavement markings and flexposts

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** Appx. 200

**Notes:** Flexposts at corners of parking location recommended to delineate edges of shared micromobility parking area.

**TOOLE**  
DESIGN

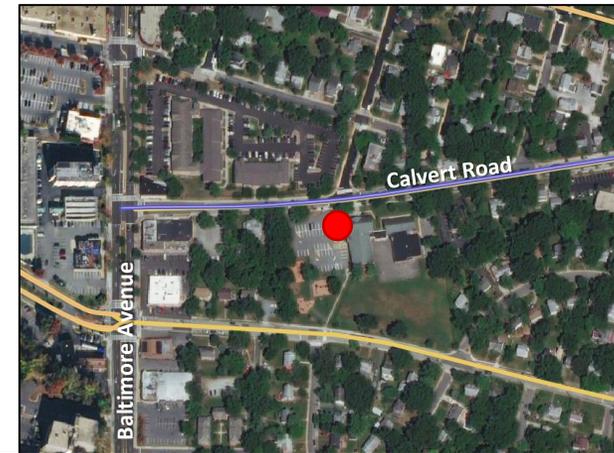
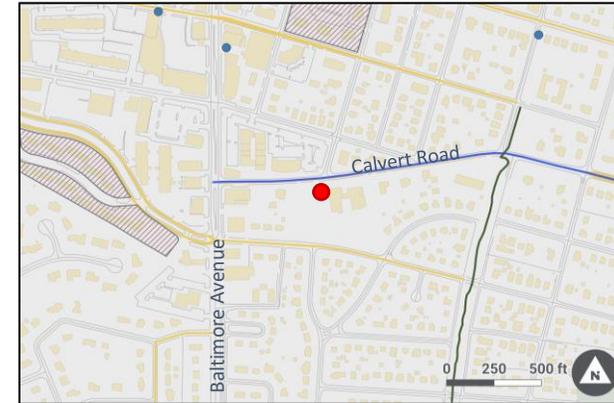
Micromobility Parking

Date: 6/24/2020  
Version: 001

Designed: TH

2020\_09\_Knox Road\_Garage

## 10. Childcare Center



**Name:** Childcare Center

**Location:** South side of Calvert Avenue, next to childcare center.

**Type:** Concrete pad

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** < 200

**Notes:** Permission may be required from property owner. Constrained options in public right of way at this location.

**TOOLE**  
DESIGN

Micromobility Parking

Date: 6/5/2020  
Version: 001

Designed: TH

2020\_10\_Childcare\_Center

## 11. Rhode Island Avenue and Nantucket Road



**Name:** Rhode Island Avenue and Niagra Road

**Location:** South side of Nantucket Road, east of Rhode Island Avenue.

**Type:** Pavement markings

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** > 200

**Notes:** This location would serve two shopping centers and residences on the east side of Rhode Island Avenue. The nearest business is a Cycling Fitness studio (see inset), the patrons of which may be more likely to utilize scooters. Installing scooter parking in this location would require coordination with shopping center owner. As an alternative to repurposing a car parking stall for scooter parking, a designated scooter parking location could be installed in the grassy area between the sidewalk and the parking lot, to the east (left) of the light post.

**TOOLE**  
DESIGN

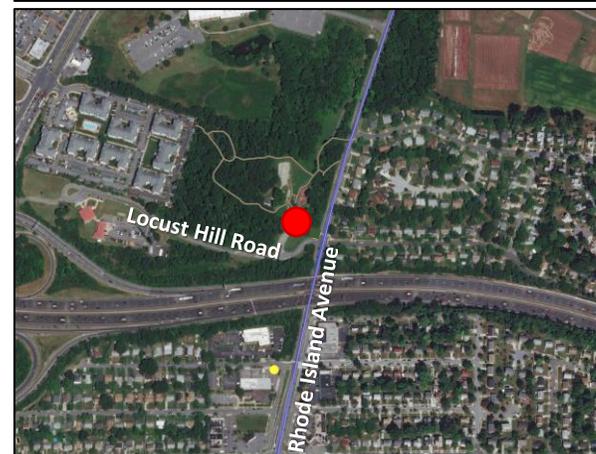
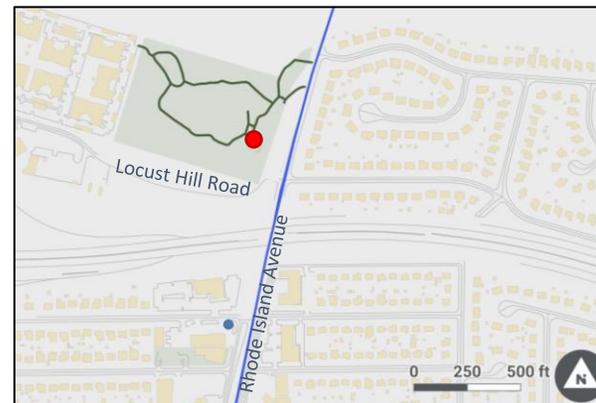
Micromobility Parking

Date: 6/24/2020  
Version: 002

Designed: JE

2020\_11\_Nantucket

## 12. Sunnyside Park



**Name:** Sunnyside Park

**Location:** Sunnyside Park Parking Lot

**Type:** Pavement markings

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** > 200

**Notes:** This location will enhance access to the park, which includes a skateboard park..

**TOOLE**  
DESIGN

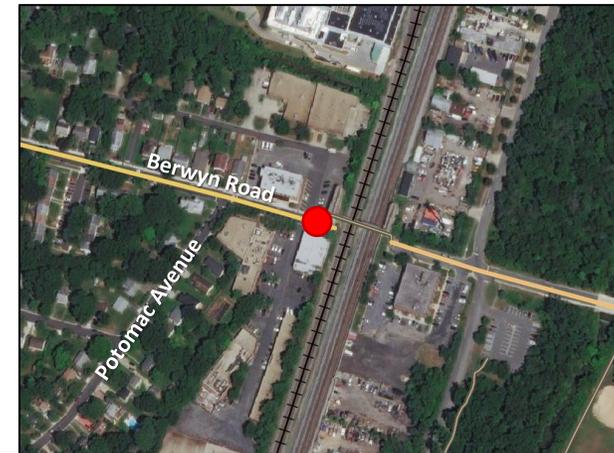
Micromobility Parking

Date: 6/24/2020  
Version: 002

Designed: JE

2020\_12\_Sunnyside

### 13. Berwyn Road Pedestrian Bridge



**Name:** Berwyn Road Pedestrian Bridge

**Location:** End of Berwyn Road, at pedestrian bridge.

**Type:** Pavement markings

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** > 200

**Notes:** Off road covered location outside of pedestrian through zone. Supplemental lighting may be helpful to enhance real and perceived safety.



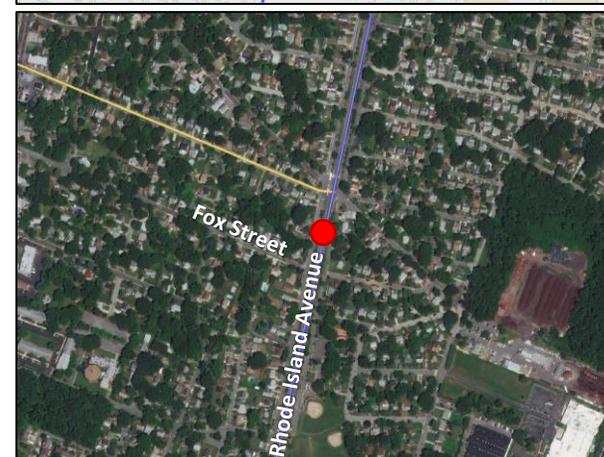
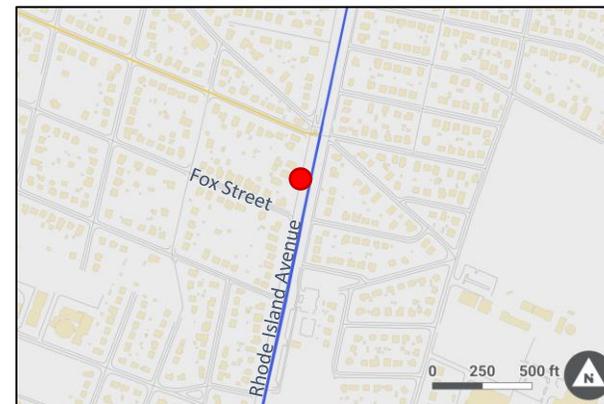
Micromobility Parking

Date: 6/5/2020  
Version: 001

Designed: TH

2020\_13\_Berwyn\_Road

## 14. Rhode Island Avenue and Fox Street



**Name:** Rhode Island Avenue and Fox Street

**Location:** Rhode Island Avenue and Fox Street

**Type:** Concrete pad

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** > 200

**Notes:** Concrete pad and minor grading would be necessary. Location is on the access road, which has lower volumes and speeds than adjacent Rhode Island Avenue.

**TOOLE**  
DESIGN

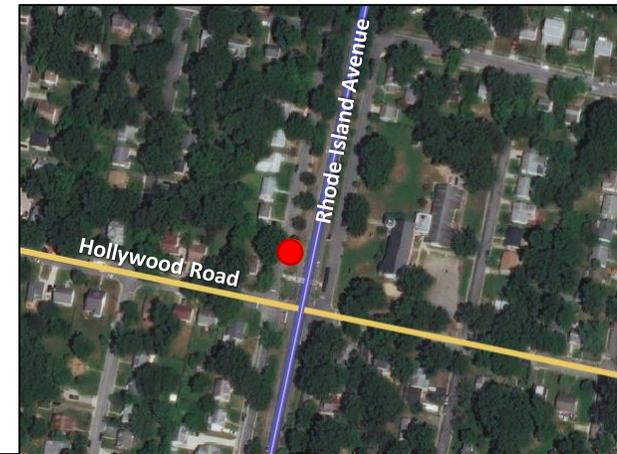
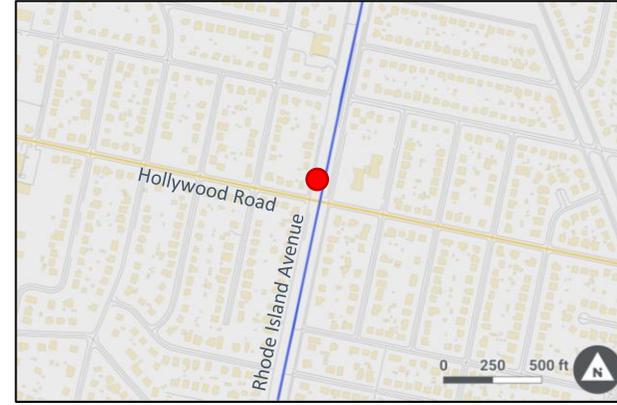
Micromobility Parking

Date: 6/5/2020  
Version: 001

Designed: TH

2020\_14\_Fox\_Street

## 15. Rhode Island Avenue and Hollywood Road



**Name:** Rhode Island Avenue and Hollywood Road

**Location:** Rhode Island Avenue and Hollywood Road

**Type:** Concrete pad

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** > 200

**Notes:** Location is near a bus stop and crosswalk and could enhance access to a church across the street. It is on the access road, which has lower volumes and speeds than adjacent Rhode Island Avenue.

**TOOLE**  
DESIGN

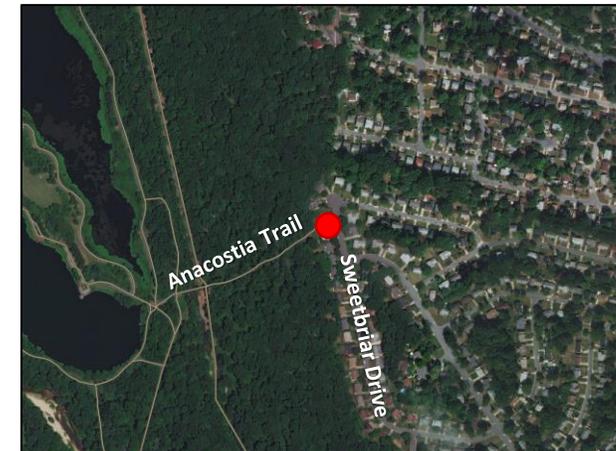
Micromobility Parking

Date: 6/5/2020  
Version: 001

Designed: TH

2020\_15\_Hollywood\_Road

## 16. Anacostia Trail and Sweetbriar Drive



**Name:** Anacostia Trail and Sweetbriar Drive

**Notes:** Concrete pad needed.

**Location:** At trail entrance.

**Type:** Concrete pad

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** > 200

**TOOLE**  
DESIGN

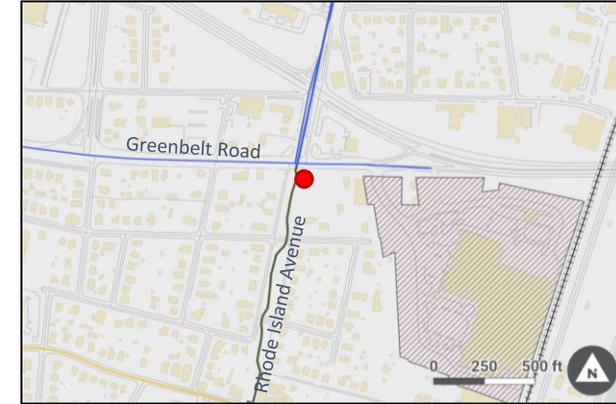
Micromobility Parking

Date: 6/24/2020  
Version: 002

Designed: TH

2020\_16\_Anacostia\_Trail

## 17. Rhode Island Avenue and Greenbelt Road



**Name:** Rhode Island Avenue and Greenbelt Road

**Location:** Rhode Island Trolley Trail at Greenbelt Road.

**Type:** Concrete pad

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** > 200

**Notes:** Location enhances access to the Rhode Island Trolley Trail and provides access to destinations on and around Greenbelt Road. There is an additional potential location northeast of this one on Greenbelt Road, but it is constrained and very close to a curb ramp and the road. There is also a location at the dead-end of the residential road on the other side of the ditch immediately to the west of this location.

**TOOLE**  
DESIGN

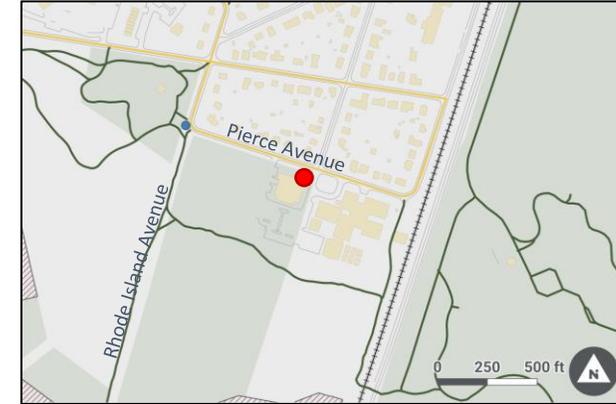
Micromobility Parking

Date: 6/5/2020  
Version: 001

Designed: TH

2020\_17\_Greenbelt\_Road

## 18. College Park Community Center



**Name:** College Park Community Center

**Location:** College Park Community Center parking lot.

**Type:** Concrete pad

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** < 200

**Notes:** Location enhances access to the College Park Community Center and is visible from the street. There are additional potential locations closer to the front door if desired.

**TOOLE**  
DESIGN

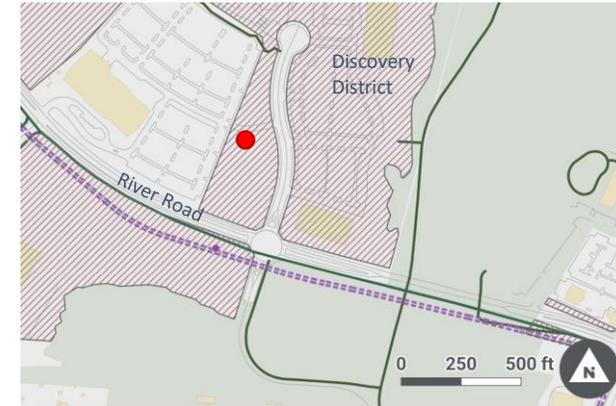
Micromobility Parking

Date: 6/5/2020  
Version: 001

Designed: TH

2020\_18\_Community\_Center

## 19. Discovery District



**Name:** Discovery District

**Location:** University Research Court

**Type:** Concrete pad

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** < 200

**Notes:** This location is visible from the street and provides access to food trucks at this location.

**TOOLE**  
DESIGN

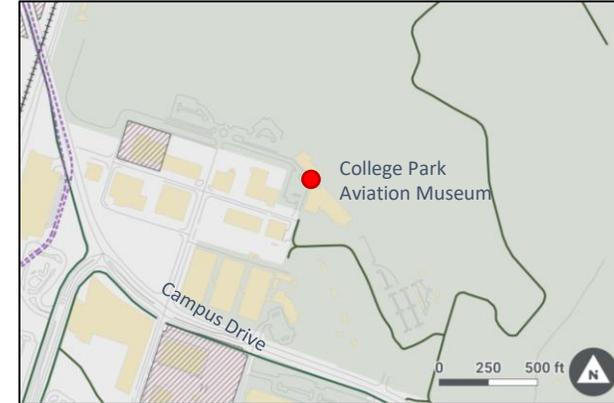
Micromobility Parking

Date: 6/24/2020  
Version: 002

Designed: TH

2020\_19\_Discovery\_District

## 21. College Park Aviation Museum



**Name:** College Park Aviation Museum

**Location:** College Park Aviation Museum parking lot.

**Type:** Pavement markings

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** < 200

**Notes:** Location is in between the main entrances to the College Park Airport and the College Park Aviation Museum, enhancing access to both destinations and employment centers.



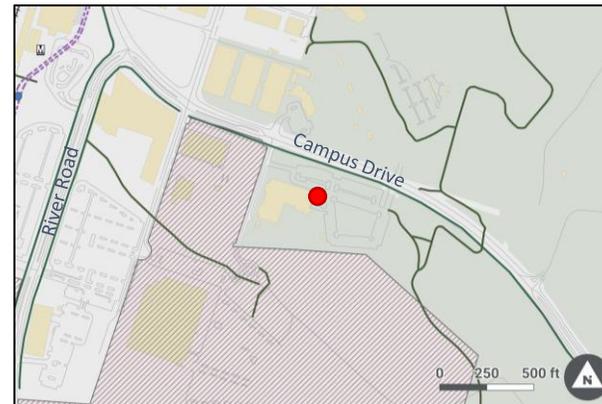
Micromobility Parking

Date: 6/5/2020  
Version: 001

Designed: TH

2020\_21\_Aviation\_Museum

## 22. Ellen E Linson Swimming Pool



**Name:** Ellen E Linson Swimming Pool

**Location:** Ellen E Linson Swimming Pool parking lot.

**Type:** Pavement markings

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** < 200

**Notes:** Location enhances access to the public swimming pool and is accessible from the sidewalk. There is a slight grade to the left of the identified location, but it appears to be adequately level.

**TOOLE**  
DESIGN

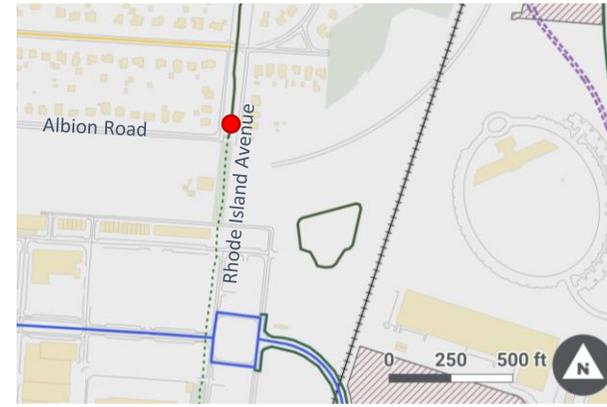
Micromobility Parking

Date: 6/5/2020  
Version: 001

Designed: TH

2020\_22\_Linson\_Swimming\_Pool

24-A. Rhode Island Avenue and Amherst Road



**Name:** Rhode Island Avenue and Amherst Road

**Location:** East side of Trolley Trail at Amherst Road.

**Type:** Concrete pad

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** > 200

**Notes:** Ideal trail parking location in residential neighborhood. Concrete or brick pad recommended. Consult arborist for recommendation regarding any excavation near tree roots – could compromise tree health.



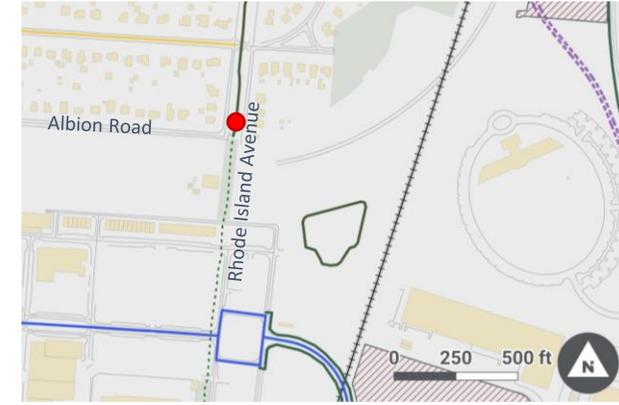
Micromobility Parking

Date: 6/24/2020  
Version: 002

Designed: TH

2020\_24\_Amherst\_Road

## 24-B. Rhode Island Avenue and Albion Road



**Name:** Rhode Island Avenue and Amherst Road

**Location:** East side of Trolley Trail at Amherst Road.

**Type:** Concrete pad

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** > 200

**Notes:** Would not require a new concrete pad to be poured, saving costs and preventing additional impervious surface. Location is out of turning radius of vehicles. Preferred location if arborist notes concerns with excavation for concrete pad near tree roots to tree health.

**TOOLE**  
DESIGN

Micromobility Parking

Date: 6/24/2020  
Version: 002

Designed: TH

2020\_24\_Amherst\_Road

## 25. Rhode Island Avenue and Queensbury Road



**Name:** Rhode Island Avenue and Queensbury Road

**Notes:** Near Rhode Island Trolley Trail, farmers' market, and businesses.

**Location:** North side of Queensbury Road at Rhode Island Avenue.

**Type:** Pavement markings

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** < 200

**TOOLE**  
DESIGN

Micromobility Parking

Date: 6/5/2020  
Version: 001

Designed: TH

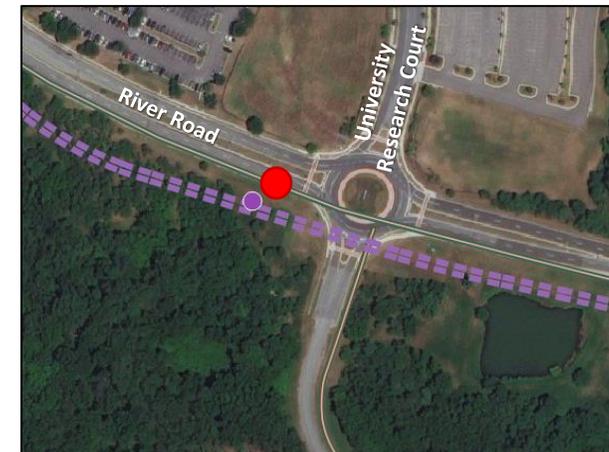
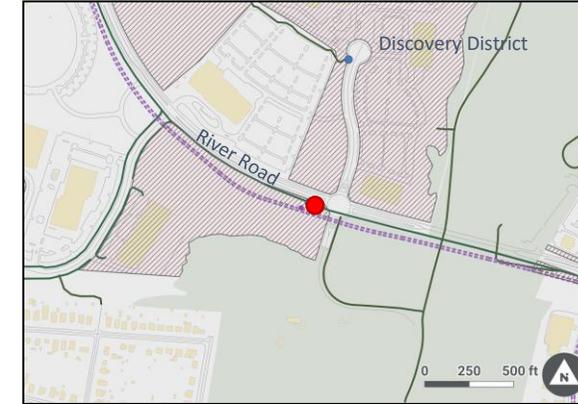
2020\_25\_Queensbury\_Road

# CITY OF COLLEGE PARK DOCKLESS MICROMOBILITY



Sites for Future Consideration

## 20. Purple Line Stop on River Road



**Name:** Purple Line Stop on River Road

**Location:** River Road and University Research Court

**Type:** Concrete pad

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** > 200

**Notes:** There will be a need to coordinate the exact location with Purple Line construction.

**TOOLE**  
DESIGN

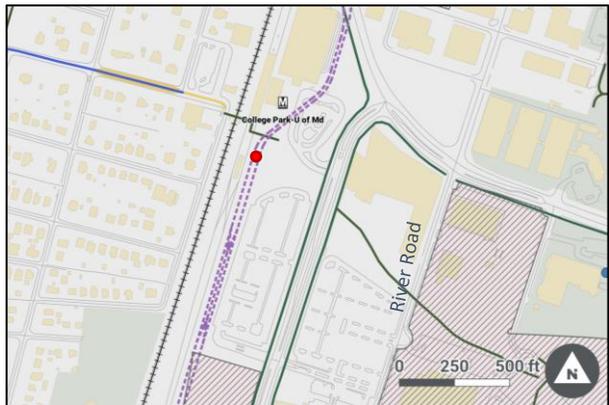
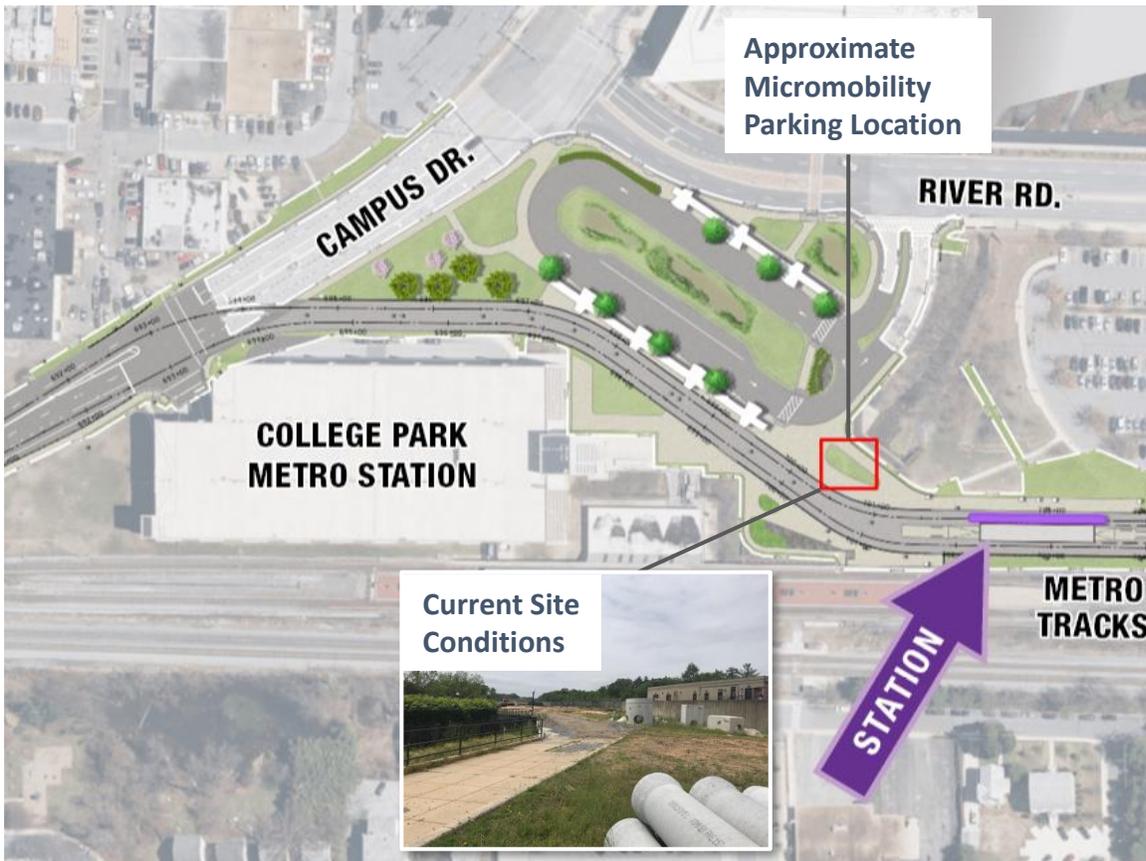
Micromobility Parking

Date: 6/5/2020  
Version: 001

Designed: TH

2020\_20\_Purple\_Line\_River\_Road

23. College Park Metro Station – East Side



**Name:** College Park Metro Station – East Side

**Notes:** Coordinate with Purple Line construction.

**Location:** East side of College Park Metro Station

**Type:** Concrete pad

**Pedestrian Clear Zone:** > 5 ft

**Feet to Building Entrance:** > 200



Micromobility Parking

Date: 6/5/2020  
Version: 001

Designed: TH

2020\_23\_CP\_Metro\_East

# 20-G-125

## Thank You Letter to World Central Kitchen



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

**AGENDA ITEM 20-G-125**

**Prepared By:** Janeen S. Miller  
City Clerk

**Meeting Date:** 7/14/2020

**Presented By:** Patrick L. Wojahn, Mayor

**Consent Agenda:** Yes

**Originating Department:** Mayor and Council

**Action Requested:** Approval of a thank you letter to the World Central Kitchen for providing meals at Spellman House and Attick Towers

**Strategic Plan Goal:** Goal 1: One College Park

**Background/Justification:**

Mayor Wojahn requested that the City send a thank you letter to the World Central Kitchen for providing free lunches at Spellman House and Attick Towers for a three-month period during the height of the COVID-19 Pandemic.

A draft letter is attached.

**Fiscal Impact:**

None.

**Council Options:**

- #1: Approve the letter
- #2: Approve the letter with revisions.
- #3: Decline to send the letter

**Staff Recommendation:**

#1

**Recommended Motion:**

*I move to approve the thank you letter to World Central Kitchen in substantially the form attached and authorize the Mayor to sign it.*

**Attachments:**

- 1. Draft letter

July 15, 2020

José Andrés, Founder  
Rob Wilder, Chairman, Board of Directors  
World Central Kitchen  
1342 Florida Avenue NW  
Washington, DC, 20009

Gentlemen:

On behalf of the residents and elected officials of the City of College Park, I am writing to thank the World Central Kitchen for providing free lunches to residents living in Attick Towers and Spellman House in the City of College Park, Maryland.

For the past three months during the height of the COVID-19 pandemic, World Central Kitchen provided free lunches every weekday to our most vulnerable populations at these two high rise buildings in the City. You served approximately 300 meals per day, an astonishing 18,000 meals in total, over the three-month period. The recipients of your generosity include seniors and disabled individuals, who are grateful for the nutritious and delicious meals you provided. We believe this effort has potentially saved lives as it has limited the need of these vulnerable residents to go to the grocery store.

As you have done so many times over the years and throughout the world, the World Central Kitchen stepped up and helped our residents in the City of College Park. On behalf of a grateful City, we thank you from the bottom of our hearts.

Sincerely,

Patrick L. Wojahn  
Mayor

# 20-G-119

## Approval of Minutes

**WORKSESSION MINUTES**  
**College Park City Council**  
**Tuesday, March 3, 2020**  
**Davis Hall, 9217 51<sup>st</sup> Avenue**  
**7:30 P.M. – 10:13 P.M.**

**PRESENT:** Mayor Wojahn; Councilmembers Kabir, Kennedy, Brennan, Dennis (7:50 pm), Day, Rigg, Mackie and Mitchell (8:30 pm).

**ABSENT:** None.

**ALSO PRESENT:** Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Yvette Allen, Assistant City Clerk; Suellen Ferguson, City Attorney; Terry Schum, Director of Planning; Miriam Bader, Planner; Dan Alpert, Student Liaison.

Mayor Wojahn opened the Worksession at 7:30 p.m.

**CITY MANAGER’S REPORT:** Mr. Somers stated that the City Hall building has been razed. If interested, you can follow the construction project on our website. The Senior Needs Assessment Survey was mailed to randomly selected City Households. The survey is now open to every resident by visiting our website. Delivery services resumed on March 2<sup>nd</sup> for College Park’s SMARTLEAF® Compost and Wood Mulch. The City’s 75th Anniversary celebration planning is underway. The event will feature a parade on Rhode Island Avenue followed by a festival at Duvall Field on June 6, 2020 beginning at 12 p.m. Public Community meetings for the 2020-2025 Strategic Plan will begin later March. City Youth UMD Summer Camp Scholarship applications are available from our website or you can obtain an application from the City’s Youth, Family and Senior Services building. Brunch with Bunny will be held on Saturday, March 28 and Good Neighbor Day will be held on Saturday, April 4<sup>th</sup>.

**AMENDMENT TO/APPROVAL OF THE AGENDA:** A motion was made by Councilmember Rigg and seconded by Councilmember Dennis to remove item #3 Special Session, Agenda Item 20-G-46: Support of County legislation, CB-9-2020, CB-10-2020, and CB-12-2020, for the Western Gateway Project from the agenda and add in its place: Presentation on Western Gateway Project. Motion passed 6-0-0. Motion to approve the agenda as amended (Kennedy/Rigg) passed 6-0-0.

**DISCUSSION ITEMS**

**1. Presentation from the Complete Count Committee on 2020 Census Activities - Jim Nealis, Chair**

The Complete Count Committee was established to improve the Census rate in College Park. In 2010 only 72% of College Park residents completed the Census. Mr. Nealis briefed the Mayor and Council on the Complete Count Committee Census activities and how they are attempting to achieve a better response rate. The Census questionnaire will be mailed on March 12, 2020. Once you receive your survey form you can respond online, by phone or mail. Signs will be placed throughout the City in English and Spanish. Mayor and Council will help by reaching out to their constituents.

## **2. Discussion of Countywide proposed Comprehensive Map Amendment – Terry Schum, Director of Planning:**

Ms. Schum advised Council that there will be a Joint Public Hearing with the Prince George's County District Council and the Prince George's Planning Board on the Countywide Sectional Map (CMA) on Monday, March 23, 2020. The public hearing record will close on April 7, 2020.

The zoning map tool is available online. Most of the property in College Park will change from R-55 zone to RFS-65 zone. There are several concerns regarding zones selected for some areas of College Park. Staff will review these concerns and request that Council make suggestions for the City's written testimony.

Ms. Schum reviewed the staff report:

The areas of concern in the Route 1 Corridor include: Downtown between Guilford Drive and Campus Drive, Lower Midtown between Campus drive and MD-193, Upper Midtown between MD-193 – Indian Lane, Autoville/Cherry Hill between Indian Lane and the Beltway, Uptown between the Beltway and the City Boundary. Other areas of concern: Hollywood Commercial District, Berwyn Commercial and Industrial Districts, College Park Metro Station Area and City-Owned Property.

Council was in agreement with the recommendations for the Downtown area. Discussion on the zones in the Hollywood Commercial District. Staff will recommend using the NAC zone north of Edgewood Road on the west side of Rhode Island Avenue and the CN zone on the east side of Rhode Island Avenue. Staff will recommend NAC zone for the parcels on Autoville Drive which is currently listed as RMF-20. A suggestion was made to rezone the Post Office on Calvert Road to mixed-use which currently zoned R-55. Ms. Schum stated that it is very unlikely getting the zone changed. Council was in agreement with staff recommendations. Staff will prepare a letter to the Clerk of the Council for approval at the next Council Regular meeting.

## **3. Presentation on Western Gateway Project (Mowatt Lane and Campus Drive): Thomas Haller, Law Offices of Gibbs and Haller; Christian Cerria, Gilbane Development Co. and Edward Maginnis, University of Maryland**

Mr. Haller explained that several community meetings have taken place recently and changes have been made to the project due to the recommendation of the community. This presentation is to show where the project stands now. Mr. Haller explained in detail the legislative amendments to the Zoning Ordinance: CB-9-2020, CB-10-2020 and CV-12-2020. Mr. Cerria gave a brief highlight of the project.

Council wanted confirmation that CB-9-2020 will apply to this development site only and will not convey to the rest of the City. Council was assured that CB-9-2020 will only apply to this development site. Council asked for information on how the storm water run off will be handled during construction and after completion of the project. Mr. Cerria explained that preliminary studies have been conducted and they will have an opportunity to improve the water runoff in this area. This project will not tie into Guilford Run and they will keep as many trees as possible.

Additional trees will be planted prior to the completion of the project and the end result will not impact the Tree Conservation.

The developer will meet with the Calvert Hills Association on March 11<sup>th</sup>. Council will approve the letter to County Councilmember Glarois requesting approval of CB-9-2020, CB-10-2020 and CV-12-2020 at a later date.

**4. Review of Legislation (Possible Special Session to vote on time-sensitive matters)  
Agenda Item # 20-G-47 - HB 1424 - Public-Private Partnerships – Process and Oversight**

Mr. Gardiner explained that HB 1424 would establish a Public-Private Partnership Oversight Review Board for the Governors proposed large P3 transportation projects. This bill is designed to ensure that more project information is available to the public before the Board of Public Works can vote to support a P3 project. The attached draft letter is in support of HB 1424.

Mayor Wojahn stated that he has been invited to testify on this bill in Annapolis this Thursday.

**A motion was made by Councilmember Mitchell and seconded by Councilmember Day to go into Special Session at 9:40 p.m. Motion passed 8-0-0.**

**A motion was made by Councilmember Kabir and seconded by Councilmember Mitchell to authorize a letter to Appropriations Committee and Environment and Transportation requesting support for HB 1424. Motion passed 8-0-0.**

**A motion was made by Councilmember Mitchell and seconded by Councilmember Rigg to approve a letter in support of HB 1394 / SB 982. Motion passed 8-0-0.**

**A motion was made by Councilmember Kennedy and seconded by Councilmember Day to send a letter of support for SB 701 / HB 643, End-of-Life Option Act (Richard E. Israel and Roger "Pip" Moyer Act). Motion determination postponed until the March 10, 2020 Regular Council Meeting.**

Councilmember Mackie is not in support of this legislation. Councilmember Kabir stated that Council has not received information on this legislation and will not be voting in favor. Councilmember Rigg suggested to move this item to next week's agenda. Councilmember Mitchell stated that more information is needed on this legislation and requested that it be put on next week's agenda,

**A motion was made by Councilmember Rigg and seconded by Councilmember Kennedy to postpone the current motion until next week's agenda. Motion passed 8-0-0.**

Assistant City Manager Bill Gardiner announced that the Bond Bill for the College Park City Hall Plaza has been submitted and accepted, The hearing is scheduled for Monday March, 9, 2020 – Councilmember Dennis will attend the hearing since Mayor Wojahn has a prior engagement.

**5. Introduction 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**

City Attorney, Suellen Ferguson, summarized the staff report and Ordinance 20-O-05. The terms under which the City and University will develop, construct, and own the condominium units and land will be included in a Joint Development Agreement, and the condominium documents. The transfer of lots from the University to the City is contingent upon the approval of the Agreement and condominium documents. The Ordinance will consolidate the various lots that are City-owned and non-City-owned to make one lot, with the purpose of subjecting the consolidated lot to a condominium regime for construction of the new City Hall and a University of Maryland office building. Through this Ordinance, the City will take title to the University lots to be able to consolidate them. Once the condominium regime is placed on the consolidated property, the University Unit and the Retail Unit will be conveyed out to the University.

**A motion was made by Councilmember Rigg and seconded by Councilmember Day to introduce Ordinance 20-O-05, an 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. Motion passed 8-0-0. The Public Hearing will be held on Tuesday, March 24, 2020.**

**6. Introduction 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**

City Attorney Suellen Ferguson, explained that this ordinance will subject the lot consolidated under Ordinance 20-O-05 to a condominium regime, and authorize the conveyance of the University Condominium Unit to the University of Maryland, and the conveyance of the Retail Condominium Unit to the University of its designee, upon the determination that the Units no longer serve a public purpose.

**A motion was made by Councilmember Rigg and seconded by Councilmember Day to introduce Ordinance 20-O-06, an 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. Motion passed 8-0-0. The Public Hearing will be held on Tuesday, March 24, 2020.**

**A motion was made by Councilmember Dennis and seconded from Councilmember Day to adjourn from Special Session. Special Session adjourned at 10:01 p.m. Motion pass 8-0-0.**

**7. Appointments to Boards and Committees: None**

**8. Requests for/Status of Future Agenda Items: None**

**9. Mayor and Council Comments:**

Councilmember Kabir announced the monthly police meeting will be held next Monday and the City's Youth, Family and Seniors building at 7:30 p.m. Councilmember Kabir and Councilmember Mackie attended the College Park Scholars in Action program last week where they helped community members with technology issues.

Councilmember Mitchell announced that March is Women's History Month and requested a proclamation. Mayor Wojahn congratulated Councilmember Mitchell on her appointment to serve on the Prince George's County Democratic Central Committee.

Councilmember Rigg announced the Calvert Hills Civic Association meeting to be held at the Old Parish House on March 11 from 7:00 p.m. to 9:00 p.m.

Councilmember Day mentioned that he was going through the Paint Branch Community Park while Park and Planning staff were there. During his conversation with Park and Planning staff, he found out that the Disc Golf park is the 2<sup>nd</sup> original park on the East Coast and that the park has a lot of history behind it. Councilmember Day suggested that a memorial be placed at this location for the person who designed the park. Park and Planning will look into this further and will bring information to the Council soon.

Councilmember Dennis announced the District 1 Coffee Club will take place tomorrow at Jason's Deli at 9:00 a.m.

Mayor Wojahn announced that he was appointed to serve on the Transition Committee for the incoming University of Maryland President, Dr. Pines. Mayor Wojahn participated in the Executive Leadership Program at the UMD School of Public Policy. He was excited participate and meet with many County Executives from around the country and a few local Mayors. Mayor Wojahn, Councilmembers Day and Mitchell will be attending the National League of City Congressional City Conference next week. Mayor Wojahn attended a mock press conference with several journalism students with the University of Maryland.

Scott Somers stated that the Community and Senior Recreation Needs Assessment survey is due by March 16, 2020.

**ADJOURN:** A motion was made by Councilmember Brennan and seconded by Councilmember Day to adjourn the Worksession, and with a vote of 8-0-0 the Worksession was adjourned at 10:13 p.m.

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Yvette Allen  
Assistant City Clerk

Date  
Approved

**SPECIAL SESSION MINUTES**  
**College Park City Council**  
**Tuesday, March 3, 2020**  
**9:40 p.m.**

**PRESENT:** Mayor Wojahn; Councilmembers Kabir, Kennedy, Brennan, Dennis, Day, Rigg, Mackie and Mitchell.

**ABSENT:** None.

**ALSO PRESENT:** Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Yvette Allen, Assistant City Clerk; Suellen Ferguson, City Attorney; Terry Schum, Director of Planning; Miriam Bader, Planner; Dan Alpert, Student Liaison.

During the regularly scheduled Worksession of the College Park Mayor and Council, a motion was made by Councilmember Mitchell and seconded by Councilmember Day to enter into a Special Session to approve several time-sensitive matters. The possibility of the Special Session was listed on the Worksession agenda. The motion carried 8-0 and the Council entered Special Session at 9:40 p.m.

**ACTION ITEMS**

**20-G-47 Approval of a letter in support of HB 1424 - Public-Private Partnerships – Process and Oversight**

Mr. Gardiner explained that HB 1424 would establish a Public-Private Partnership Oversight Review Board for the Governors proposed large P3 transportation projects. This bill is designed to ensure that more project information is available to the public before the Board of Public Works can vote to support a P3 project. The attached draft letter is in support of HB 1424.

Mayor Wojahn stated that he has been invited to testify on this bill in Annapolis this Thursday.

**A motion was made by Councilmember Kabir and seconded by Councilmember Mitchell to authorize a letter to Appropriations Committee and Environment and Transportation requesting support for HB 1424.**

There were no comments from the audience or from the Council.

**The motion passed 8-0.**

**20-G-49 Approval of a letter in support of HB 1394 / SB 982 Highway User Revenues - Revenue and Distribution**

**A motion was made by Councilmember Mitchell and seconded by Councilmember Rigg to approve a letter in support of HB 1394 / SB 982.**

There were no comments from the audience or from the Council.

**Motion passed 8-0-0.**

**20-G-53 Approval of a letter in support of SB 701 / Hb 643 End-of-Life Option Act (Richard E. Israel and Roger "Pip" Moyer Act)**

**A motion was made by Councilmember Kennedy and seconded by Councilmember Day to send a letter of support for SB 701 / HB 643, End-of-Life Option Act (Richard E. Israel and Roger "Pip" Moyer Act).**

Councilmember Mackie is not in support of this legislation. Councilmember Kabir stated that Council has not received information on this legislation and will not be voting in favor. Councilmember Rigg suggested to move this item to next week's agenda. Councilmember Mitchell stated that more information is needed on this legislation and requested that it be put on next week's agenda,

**A motion was made by Councilmember Rigg and seconded by Councilmember Kennedy to postpone the current motion until next week's agenda.**

**Motion passed 8-0.**

**20-O-05 Introduction 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**

City Attorney, Suellen Ferguson, summarized the staff report and Ordinance 20-O-05. The terms under which the City and University will develop, construct, and own the condominium units and land will be included in a Joint Development Agreement, and the condominium documents. The transfer of lots from the University to the City is contingent upon the approval of the Agreement and condominium documents. The Ordinance will consolidate the various lots that are City-owned and non-City-owned to make one lot, with the purpose of subjecting the consolidated lot to a condominium regime for construction of the new City Hall and a University of Maryland office building. Through this Ordinance, the City will take title to the University lots to be able to consolidate them. Once the condominium regime is placed on the consolidated property, the University Unit and the Retail Unit will be conveyed out to the University.

**A motion was made by Councilmember Rigg and seconded by Councilmember Day to introduce Ordinance 20-O-05, an 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.**

Mayor Wojahn announced that the Public Hearing will be held on Tuesday, March 24, 2020.

**20-O-06 Introduction 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**

City Attorney Suellen Ferguson, explained that this ordinance will subject the lot consolidated under Ordinance 20-O-05 to a condominium regime, and authorize the conveyance of the University Condominium Unit to the University of Maryland, and the conveyance of the Retail Condominium Unit to the University of its designee, upon the determination that the Units no longer serve a public purpose.

**A motion was made by Councilmember Rigg and seconded by Councilmember Day to introduce Ordinance 20-O-06, an 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.**

Mayor Wojahn announced that the Public Hearing will be held on Tuesday, March 24, 2020.

**ADJOURN: A motion was made by Councilmember Dennis and seconded from Councilmember Day to adjourn from Special Session. With a vote of 8-0, the Special Session adjourned at 10:01 p.m.**

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Yvette Allen  
Assistant City Clerk

Date  
Approved

**MINUTES**  
**Regular Meeting of the College Park City Council**  
**Tuesday, April 14, 2020**  
**7:30 p.m. – 11:25 p.m.**

**Due to the COVID-19 Pandemic, this was a WebEx Virtual Meeting**

**PRESENT:** Mayor Wojahn; Councilmembers Kabir, Kennedy, Brennan, Dennis, Day, Rigg, Mackie, and Mitchell.

**ABSENT:** None.

**ALSO PRESENT:** Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen S. Miller, City Clerk; Suellen Ferguson, City Attorney; Bob Ryan, Director of Public Services; Terry Schum, Director of Planning; Miriam Bader, Senior Planner; Robert Marsili, Director of Public Works.

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

**ANNOUNCEMENTS:**

Councilmember Kabir said the County Executive is requiring everyone to wear a face mask out in public and said he has some to give away.

Councilmember Brennan discussed the free lunches provided to residents at Attick Towers and Spellman House and to a local homeless shelter and thanked the groups involved.

Mayor Wojahn and Councilmember Rigg announced ways that volunteers can sign up to help our vulnerable populations.

Councilmember Day announced the loss of Dr. Joyce Middleton, a UMD Professor, who was his sister-in-law.

Councilmember Mackie discussed an upcoming meal distribution sponsored by County Council Member Glaros.

Councilmember Mitchell requested a proclamation at the next meeting for National Volunteer Month.

**CITY MANAGER'S REPORT:** Mr. Somers referred to the COVID-19 page on the City website, said a mailer will go out to all households in the City referring them to the COVID webpage, reminded people about the Census, and gave updates on the Department of Public Works services.

**AMENDMENTS TO AND APPROVAL OF THE AGENDA:** A motion was made by Councilmember Day and seconded by Councilmember Rigg to move adoption of Ordinance 20-O-04 to the Consent Agenda after the Public Hearing; motion passed 8-0. A motion was made by Councilmember Brennan and seconded by Councilmember Mitchell to adopt the agenda as amended; motion passed 8-0.

**PUBLIC HEARINGS:**

**A. Ordinance 20-O-04, An Ordinance of the Mayor and Council of the City of College Park to Authorize the Purchase of a Parcel of Land for a Public Purpose and the Related Sale of a Parcel of Land as it is no longer needed for a City Public Purpose (Sellers property)**

Ms. Ferguson said this Ordinance involves the transfer of two pieces of property between the Sellers and the City. One is in front of the Sellers’ property on Navahoe Street and one is adjacent to the James Adams Park. There is no cost involved; these are like-kind exchanges. There will also be a Contract of Sale to effectuate this.

Mayor Wojahn invited public comment. There was no public comment and Mayor Wojahn declared the public hearing as having been held.

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

20-R-05	<b>Resolution Of The Mayor And Council Of The City Of College Park Adopting The Recommendation Of The Advisory Planning Commission Regarding Variance Application Number CPV-2020-01, 4715 Norwich Road, College Park, Maryland, Recommending Approval Of A Variance From The Prince George’s County Zoning Ordinance Sec. 27-442(E) Table IV, Footnote 5, Which Specifies A Minimum Side Yard Setback Of 15-Foot In The R-55 Zone In Order To Enlarge A Dormer Window.</b>
20-R-06	<b>Resolution Of The Mayor And Council Of The City Of College Park Adopting The Recommendation Of The Advisory Planning Commission Regarding Variance Application Number CPV-2020-02, 5010 Erie Street, College Park, Maryland, Recommending Approval Of A Front Yard Setback Variance From The Prince George’s County Zoning Ordinance Sec. 27-442(E) Table IV Which Specifies A Minimum Front Yard Setback Of 25-Foot In The R-55 Zone To Construct A Roof Over A Front Stoop</b>
20-R-07	<b>Resolution Of The Mayor And Council Of The City Of College Park Adopting The Recommendation Of The Advisory Planning Commission Regarding Variance Application Number CEO-2020-01, 5003 Eutaw Place, College Park, Maryland, Recommending Approval Of Variances From The Prince George’s County Zoning Ordinance, Section 27-420(A) And City Code §87-23 C To Permit The Construction Of A 6-Foot High Fence.</b>
20-G-71	<b>Approval of Minutes: January 28, 2020 Regular Meeting, March 28, 2020 Budget Worksession.</b>
20-G-77	<b>Approve the recommendation from the College Park Ethics Commission for Independent Legal Counsel, and authorize the City to enter into a professional services contract, with Victoria M. Shearer of Eccleston and Wolf.</b>

<b>20-O-04</b>	<b>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 (Sellers property)</b>
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**The motion carried 8-0.**

**ACTION ITEMS:**

**20-G-74 Approval, with conditions, of Detailed Site Plan 19037 for the Greystar/Knox Road development, and approval of a Declaration of Covenants**

Ms. Bader said revised conditions developed after the Worksession have been circulated to everyone, but we haven't heard back from the applicant. Ms. Schum provided an update on discussions since the Worksession. She said the major change from last week was elimination of conditions related to the building form and architecture. The recommendation is to support the building as currently designed and to let the Park and Planning Commission be the interpreter of the standards and make the final decision. She believes this is acceptable to the applicant because it will allow the project to move forward as proposed. The Park and Planning report will be released on Thursday. She believes County Planning staff will support a taller building but may ask that it be stepped back above the fifth floor to minimize the impact. She added that the DCPMA has provided comments to the Mayor.

Ms. Ferguson said the Declaration of Covenants contains standard City provisions with the exception of conditions about the eastern and western loading docks which are specific to this project. She said she was informed that the TDC does not yet have board approval of the DOC, and that Greystar will have another entity sign the DOC.

For the applicant: Tom Haller, attorney; John Beinert; Greystar:

Mr. Haller said they are in agreement with all of the revised conditions in the staff report and that Greystar will be able to sign the DOC before the Planning Board. He said there is one problem with the DOC language regarding the loading docks. There are two loading docks on Knox Road – east and west. The western loading dock also serves as an entrance to the parking garage and thus cannot be restricted to 4 – 9 a.m. They believe the restrictions on the hours should only apply to the eastern loading dock.

Mr. Beinert said the Preliminary Plan of Subdivision only addressed reducing the impact of the eastern loading dock. It did not address the western loading dock.

There was discussion about revised language in the DOC regarding the loading docks. Mayor Wojahn suggested adding in the last sentence on page 4, "all loading activities in the easternmost loading dock on Knox Road shall take place between the hours of 4 a.m. and 9 a.m. At all other times that particular loading dock will be locked and unavailable for use." Mr. Haller said the applicant would agree to that new language in the DOC and confirmed that they also agree with the revised conditions.

**A motion was made by Councilmember Brennan and seconded by Councilmember Dennis**

**that DSP-19037 and the associated Departure from Parking Standards be approved with the following conditions (Note: The page numbers are referenced in the *2010 Approved Central US I Corridor Sector Plan and Sectional Map Amendment*):**

- 1. SUPPORT the following alternative development district standards:**
  - a. Building Orientation (page 231) – To allow buildings not to face the primary frontage street which is Knox Road.**
  - b. Building Form, Character Area 5a, Walkable Nodes (page 234) - To allow an increase in the eastern side yard setback from 24 feet to 34 feet and an increase in lot coverage from a maximum of 80% to 91.4%.**
  - c. Building Form, Character Area 4, Walkable Node (page 234) – To increase building height from 6 stories to 9 stories.**
  - d. Building Form, Parking Spaces (page 239) - To allow a reduction of 91 parking spaces.**
  - e. Building Form, Parking Access (page 241) – To allow the maximum width of the western driveway to be 24 feet rather than 22 feet and to allow primary access to parking from Knox Road.**
  - f. Building Form, Loading and Service Areas (page 242) – To allow loading and service areas to be visible from the street and located less than 30 feet from the public sidewalk.**
  - g. Building Form, Parking Placement (page 237) – To allow covered parking to be within 20 feet of the right-of-way.**
  - h. Building Form, Massing (page 237) – To allow the proposed 9-story building to not have a consistent building step-back after 8 stories and not provide the required expression line above the second story on Knox Road.**
- 2. The City does not support the Applicant’s request to designate Sterling Place as a primary frontage street. According to the urban design principles in the Sector Plan, Knox Road is a primary frontage street, Lehigh Road is a secondary frontage street and Sterling Place is a side street (a one-way private road, not a major thoroughfare as stated in the Applicant’s Statement of Justification). These principles provide the basis for the orientation of all new development and for the Development District Standards in the Sector Plan. The City supports additional modifications to the Standards as included in #1 above that support the proposed building (orientation of the building, loading and parking access on Knox Road and parking placement). Building orientation that faces Sterling Place is already permitted without modifications. If Sterling Place is designated as a primary frontage street, the Applicant would need to request different modifications to address streetscape standards for Sterling Place that are not being met.**
- 3. Prior to certification of the Detailed Site Plan, the Applicant shall revise the Site Plan to:**
  - a. Show a bike/scooter share parking area along Sterling Place or Lehigh Road.**
  - b. Provide ADA-compliant curb cuts along the Lehigh Road frontage and a crosswalk at the intersection of Sterling Place and Lehigh Road.**
  - c. Continue the sidewalk across all driveways on Knox Road.**
  - d. Remove the two-way arrows shown on the site plan at the eastern loading dock.**

- 4. Prior to certification of the Detailed Site Plan, the Applicant shall revise the Architectural Plans to:**
  - a. Provide details of the overhead doors for the two loading docks on Knox Road. A mural or other artistic treatment shall be provided at the eastern loading dock location and wrap around the ground floor portion of the eastern façade visible from the street.**
  - b. Label storefront windows as having untinted transparent glass.**
  - c. Designate and label 72 retail-only parking spaces in the garage.**
  - d. Provide at least 1 electric car-charging station.**
  
- 5. Prior to certification of the Detailed Site Plan, the Applicant shall revise the Landscape Plans to:**
  - a. Show compliance with the Landscape Manual on-site and provide a landscape schedule.**
  - b. Indicate how the Tree Canopy Coverage requirements will be met on-site and off-site with a partial waiver.**
  - c. Provide details for amenities such as streetlighting, trash/recycling receptacles, bike racks and other street furniture and locate on the plan.**
  - d. Provide details about the measures to be used to protect pedestrians along Sterling Place.**
  - e. Install a “No Through Street” sign at the intersection of Lehigh and Baltimore Avenue, a “Do Not Enter” sign where Lehigh changes to one-way west of the parking garage entrance and appropriate pavement markings to designate one-and two-way traffic.**
  - f. Install two bollards at the entrance to each loading/service area along Knox Road as a safety measure.**
  
- 6. Prior to certification of the Detailed Site Plan:**
  - a. Provide additional details on the size and materials of proposed signage. Add a sign above the western loading/garage entrance on Knox Road indicating Resident Parking Only. Eliminate the loading zone sign above the eastern loading dock entrance.**
  - b. Submit Mandatory Referral applications for proposed off-site improvements including the Grand Stair, Lehigh Road and Southgate Park, and provide copies to the City of College Park.**
  
- 7. Prior to building permit, the Applicant shall provide a letter from the Maryland Aviation Administration (MAA) and/or the Federal Aviation Administration (FAA) that demonstrates compliance with Zoning Ordinance Section 27-548.42 (Aviation Policy Area (APA-6) Height Restrictions-no obstruction over 198-feet Above Mean Sea Level) or obtain a variance in compliance with COMAR 11.03.05.06 with a finding that the height does not endanger the public health, safety and welfare, or revise the site plan to lower the height of the building to be compliant.**
  
- 8. Prior to Planning Board approval, execute a Declaration of Covenants Agreement with the City in the form substantially attached including the changes discussed earlier.**

Councilmember Brennan said this project involved the assemblage of multiple properties and businesses and is introducing the City's first underground parking facilities. He believes the new population of the property will help support our downtown businesses.

Councilmember Rigg is still concerned about the east vs. west loading dock and is reluctant to allow 24/7 access to the western loading dock. Can it be restricted except during move-in/move-out? Mr. Beinert said the western loading dock is also access to student parking so it can't be restricted. He said trucks back-in to the loading area then pull directly out into traffic.

**Amendment #1: A motion was made by Councilmember Rigg and seconded by Councilmember Brennan to revise paragraph #5 of the DOC to its original construction, with the exception that both loading docks be available for student move-in and move-out only outside of those hours.**

Mr. Haller said they spent a lot of time during Preliminary Plan talking about circulation and said they are removing a lot of traffic from Knox Road. Once in the loading space the trucks are completely inside the building – not blocking traffic. The only issue left to resolve at the time of Detailed Site Plan was the eastern loading dock and they thought it was resolved. This is a new issue being brought up at the last minute. They had not previously been asked to restrict the western loading dock. If Council approves this, the applicant will not agree.

**Comments from the audience:**

**Anna Lee:** (Hard to hear) There is not that much traffic on the westbound side of Knox; it is heavier on the eastbound side.

Councilmember Rigg asked questions about the traffic study. Ms. Schum said the traffic study addresses peak hours and wouldn't address loading. Councilmember Rigg believes we have an atypical rush hour.

Mr. Beinert echoed that the western loading dock had been previously vetted by staff without any concern being raised. Having this come up tonight is of concern.

Mr. Haller suggested limiting 18-wheel truck access to the western loading dock to between the hours of 4 a.m.– 9 a.m.

**Vote on Amendment #1: Failed 0-8.**

**Amendment #2: A motion was made by Councilmember Rigg and seconded by Councilmember Day to revise paragraph #5 of the DOC to say that access by 18-wheelers to both loading docks is restricted to the hours of 4 a.m. – 9 a.m.**

No comments from the audience or the Council.

**Vote on amendment #2 passed 8-0.**

**Main motion as amended passed 8-0.**

**20-G-75 Approval of a letter to the County Council recommending a waiver of the County School Facilities Surcharge for the Greystar Knox Road student housing development**

Mr. Gardiner reviewed the staff report. The surcharge would go to the County. Certain exemptions are allowed by law. The City Council can recommend to the County Council to exempt some or all of the school facilities surcharge for undergraduate student housing projects in a certain area. This project meets the criteria for being a student housing project and the developer has provided a letter requesting a waiver.

**A motion was made by Councilmember Brennan and seconded by Councilmember Dennis to send a letter to the County Council recommending a partial waiver of the school facilities surcharge for the Greystar project.**

Councilmember Brennan agrees that this applicant has made a significant investment with a challenging site and building the first underground parking garage. He supports a partial exemption for this project: he is conflicted about whether additional luxury student housing should be part of the strategy for the University District Vision and he believes all development has a large impact on the ecosystem of our City and that all participants should be paying into the system equitably. As these fees are being generated by the City's ability to attract development and create new revenues, we should be asking what new investment we are seeing in our county facilities.

**Comments from the audience:**

**Tom Haller, Attorney for the Applicant:** This project advances the University District Vision: it is proximate to campus; it changes the interface between campus and downtown; it provides many benefits-the retail festival street, improvements to Southgate Park, and improvements to Lehigh Road. They are not asking for a Revitalization Tax Credit.

**Ken Ullman, President, Terrapin Development Company, non-resident:** They support a full waiver for the reasons Mr. Haller stated. The project will provide a significant revenue enhancement each year. No student housing project has ever paid this fee.

Councilmember Day said the legislative change in 2019 drew a very tight area around the University and we couldn't get a property closer than this one for student housing. We wanted to bring students closer to the University to take cars off the road. The tax increment is significant. We have spent a lot of time working on the District Vision 2020 and this is what we were looking for.

**Amendment #1: A motion was made by Councilmember Day and seconded by Councilmember Mitchell to amend the motion to change the request in the letter from a partial waiver to full waiver.**

Councilmember Rigg supports the amendment. He thinks it is a good project and is not sure about the availability of capital in this time of COVID.

Mayor Wojahn asked about the prospects of the project vis-à-vis COVID. Mr. Ullman agreed it is an uncertain time and that they are having active conversations with their partners about moving the project forward. It is helpful to have a full waiver. They hope to deliver in Fall of 2023. Mr. Haller agreed about the uncertainty of construction financing, but this project has a higher chance of moving forward.

Councilmember Kennedy supports the partial waiver and thinks we should leave the decision up to the County because it is their budget.

Councilmember Kabir also supports a partial waiver and said “partial” could have many meanings. We hear that there will be a large County budget shortfall. He appreciates that they are not applying for a Revitalization Tax Credit.

Councilmember Brennan said in the past we have supported these waivers as an economic development incentive, and that those projects that got subsidies subsequently transacted at record breaking prices. He thinks about the optics of giving subsidies to projects that turn significant profits. He wants to know how the fee actually impacts our schools.

**Vote on Amendment #1 (for the full waiver):**

**Yes: Dennis, Rigg, Day, Mitchell**

**No: Kennedy, Brennan, Mackie, Kabir**

**4 – 4 Tie**

**Mayor Wojahn votes Yes.**

**Amendment #1 passes 5-4.**

**Vote on main motion as amended (full waiver):**

**Yes: Brennan, Dennis, Rigg, Day, Kennedy, Mitchell**

**No: Kabir, Mackie**

**Main motion as amended passed 6-2.**

**20-G-76      Approval of comments to the Maryland Department of Planning State Clearinghouse for Intergovernmental Review for University of Maryland, College Park proposal to demolish six apartment-style residence halls known as Old Leonardtown, located at 4608, 4610, 4624, 4642, 4644, and 4646 Norwich Road in College Park**

Ms. Schum reviewed the staff report and the comments raised at last week’s Worksession. Staff will forward comments to the Clearinghouse through their on-line portal; no letter is required.

**A motion was made by Councilmember Rigg and seconded by Councilmember Mitchell that staff forward comments to the State Clearinghouse that indicate support from the City of College Park for Project # MD202003112-0208 for the demolition of Old Leonardtown student housing. Comments should reflect the expectation of the City Council that the cleared property be maintained as a green area with grass and trees and not be surrounded by fencing. The City requests that plans for the future development of the property be submitted**

**to the City for review. The City would also like to be informed of the number of student housing beds that will be lost due to this project.**

Councilmember Rigg said there is a lot of interest in what will be put on this strategically-located parcel in the future.

**Comments from the audience:**

**Carlo Colella, UMD Vice President for Administration and Finance, non-resident:** In response to an earlier question, he reported that 225 beds will be lost.

**Ken Ullman, President, Terrapin Development Company, non-resident:** He agrees with Mr. Rigg that there should be robust community discussion about this property in the future.

Councilmember Day looks forward to the community working with the University to find the right fit for this property.

**The motion passed 8-0.**

**20-G-62 Approval of a Contract Amendment (scope, design and price) subject to review by City Attorney for College Park Woods Clubhouse based on updated design and cost estimates.**

Mr. Marsili said this is regarding the design/build contract that was awarded last August for the new College Park Woods Clubhouse. The initial bid was based on a simple design as described in the RFP. During the Design Phase there were two community meetings with residents to get feedback on the design and to ensure the building would meet community needs. As a result, a change in the project and scope of work is being proposed for consideration: increased footprint, changes to roofline, additional storefront-type glass, and architectural beams on the interior to increase the structural capacity. Mr. Marsili described the changes and reviewed the slides and pictures.

Councilmember Mitchell discussed the community meetings and the importance of this clubhouse to the community. Councilmember Mackie said the community is excited about the new design and the change in capacity and various activities the new design would enable.

Councilmember Brennan asked if the original design prescribed in the RFP for just under \$500,000 was ever priced out. Mr. Marsili said that design was part of the assessment that was done to determine the feasibility for demolition or renovation, and was more of a placeholder. The contractor bid on the project thinking it was a cookie-cutter structure for 75 people. There was some misunderstanding about the final product because we wanted to get community input. If we built the original building for that price, the residents would be disappointed; it was just a meeting room. There is more structural integrity to the new design, more space, more rooms, a large lobby; it is more of a complex.

Councilmember Brennan asked about the two design choices that were in the packet. Mayor Wojahn said that is up to the Council to decide tonight.

Councilmember Kabir asked why we didn't go with the original design. Mr. Marsili said when we issued the RFP, we didn't have a design. We hadn't had the community meetings yet and didn't have any input. The drawing that was put out for bid was taken from the feasibility assessment. With the community meetings, the project expanded. Councilmember Kabir asked how many bidders responded to the RFP. Mr. Marsili said there was one bidder. Councilmember Kabir asked if we could rebid the new design now and get a better cost? Mr. Marsili said that's a possibility, but he doesn't know for sure.

[At 10:29 p.m. a motion was made to extend the meeting by 30 minutes. Rigg/Mitchell. 8-0.]

Councilmember Rigg is struck by the magnitude of the increase – almost doubling the cost – and asked about the all-in cost for the project. He wondered if there is an opportunity for value engineering. Mr. Somers said the land acquisition, which was Program Open Space money, was approximately \$260,000, plus architectural costs and staff time. This was a design/build contract and the scope of work included building design and community meetings. The original building was a model/placeholder, but we were asked to go to the community for their input. He added that Council can move in a different direction if they choose, and that he understands how the placeholder of \$500,000 could have set the wrong expectations.

Councilmembers Mitchell and Mackie described the community feedback: The original Clubhouse had been there since 1962 and was a small schoolhouse type of building. Residents are excited about the elegance of the new design; we should be able to host a variety of events, and will be a great amenity to the whole City. The increase in costs are warranted because the new design includes a lot of natural light, a lounge, a kitchen, a room that can be divided into two rooms. This is for the entire City to use, not just District 4.

Councilmember Day supports having a facility like this in the City and says if we are going to do it, we should do it right.

Councilmember Brennan asked if the \$999,000 includes demolition. Mr. Marsili said yes, the demolition and pool infill is \$80,000. He added that he will look for opportunities for value engineering.

**A motion was made by Councilmember Mitchell and seconded by Councilmember Mackie to approve an amendment to the contract with Broughton Construction Company for the scope and design of the College Park Woods Clubhouse, subject to review and approval of the City Attorney, for an increase of \$424,106, bringing the total for the updated design to \$999,776. This includes the additions of the dormer roof and the windows.**

There were no comments from the audience.

Councilmember Brennan said he thinks the project is over-designed for its use, but that he highly values public input. There are projects that warrant a certain level of design, such as a City Hall, but this project is more utilitarian. He favors the less expensive options in the packet. He hopes staff will continue to value engineer.

**Roll Call Vote:**

**Yes: Kabir, Kennedy, Brennan, Dennis, Day, Rigg, Mackie and Mitchell.**

**No: None**

**Motion passed 8-0.**

**20-G-73 Consider approval of MOU with UMPD for live-monitoring of certain security cameras in the City**

Mr. Ryan said the current MOU with the University expires on July 1. The question is whether to continue live-monitoring, or to go with the record-only option.

Mr. Somers said last time this was discussed a majority of Council was interested in amending the MOU to move toward data collection rather than live monitoring. For the savings, 5 additional cameras could be installed, or approximately 1 FTE contract officer could be added.

Councilmember Kennedy asked if staff has any concern if we eliminate live-monitoring? Mr. Ryan said he wouldn't want to speculate.

Councilmember Kabir asked about suspending the contract since students aren't on campus right now. Mr. Ryan said in the past we have seen an increase in break-ins in that area during times the students are away. Councilmember Kabir would like to explore other ways to invest in public safety.

**A motion was made by Councilmember Brennan and seconded by Councilmember Kabir to approve and authorize the City Manager to sign an agreement with the direction to switch to record-only camera data services with UMPD.**

Councilmember Brennan said we all want the public in this part of the City to be safe. He has not seen the data to show that what we are paying toward live-monitoring is working; we have seen only assumption and anecdotes. He would like to do a year of record-only to understand the impact, then we can go back to live-only or stay with the record-only scenario. Until we take this action, we are going to continue to operate on assumption.

**Comments from the audience:**

**Carol Macknis:** She would like to see the Council consider static cameras at Gateway Park and the new College Park Woods Clubhouse.

[At 11:04 p.m. a motion was made by Councilmember Rigg and seconded by Councilmember Brennan to suspend the rules. Motion passed 8-0.]

Councilmember Day is disappointed by this direction. We should be expanding what we are doing, not pulling it back. Campuses across the country are going with safe campus initiatives.

**Amendment #1: An amendment was made by Councilmember Day and seconded by Councilmember Rigg to approve and authorize the City Manager to sign an agreement with the direction to continue with live-monitoring services through FY '21.**

Councilmember Day does not think we should be looking at saving money over saving lives. Students are often preyed upon and live-monitoring can be used to solve problems going on at the time.

Councilmember Rigg spoke in support of the amendment; he is frustrated by the lack of data.

Councilmember Brennan does not characterize this as a degradation in service; he hopes we can create an alternate strategy having to do with boots on the ground and placing people in certain strategic locations.

Councilmember Kennedy said we are not ready for the conversation tonight of where we should be putting the money/defining the strategy: is it an investment in equipment, the number of cameras, etc...?

Councilmember Mitchell asked if we can change our mind next fiscal year? Mr. Ryan said we haven't posed that question, but we can.

**Vote on Amendment #1 (for live-monitoring):**

**Yes: Dennis, Rigg, Day, Mackie**

**No: Kabir, Kennedy, Brennan, Mitchell**

**4-4 Tie.**

**Mayor votes no; amendment fails 4-5.**

**Vote on the original motion (for record-only):**

**Yes: Kabir, Kennedy, Brennan, Rigg, Mackie, Mitchell**

**No: Dennis, Day**

**Motion passed 6-2.**

**20-G-78            Appointment of members to the Student Liaison Selection Subcommittee**

**A motion was made by Councilmember Kennedy and seconded by Councilmember Rigg to appoint the Mayor, Councilmember Mitchell and Councilmember Day to the Student Liaison Selection Committee. The motion passed 8-0.**

**ADJOURN:** A motion was made by Councilmember Mackie and seconded by Councilmember Brennan to adjourn the Regular Meeting, and with a vote of 8-0, the meeting was adjourned at 11:25 p.m.

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Janeen S. Miller, CMC  
City Clerk

Date  
Approved

**MINUTES**  
**Regular Meeting of the College Park City Council**  
**April 28, 2020**  
**7:30 p.m. – 9:48 p.m.**

**Due to the COVID-19 Pandemic, this was a virtual WebEx meeting**

**PRESENT:** Mayor Wojahn; Councilmembers Kabir, Kennedy, Brennan, Dennis, Day, Rigg, Mackie and Mitchell.

**ABSENT:** None.

**ALSO PRESENT:** Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen S. Miller, City Clerk; Suellen Ferguson, City Attorney; Gary Fields, Director of Finance; Terry Schum, Director of Planning; Miriam Bader, Senior Planner; Robert Marsili, Director of Public Works; Brenda Alexander, Assistant Director Public Works; Dan Alpert, Student Liaison.

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

**ANNOUNCEMENTS:**

Councilmember Kabir said the Hollywood Farmers Market opens this weekend and discussed the new drive-through protocols. Details at [HollywoodMarket.org](http://HollywoodMarket.org)

Councilmember Day congratulated Dan Alpert on being elected as the incoming SGA President.

Councilmember Mitchell announced County Council Member Glaros' virtual Town Hall on Thursday.

In response to a question about Animal Control, residents have been advised to call the county.

Councilmember Mitchell has heard concerns about mail being stolen from the outdoor mailbox at the north College Park Post Office and said credit cards have been compromised. They have called Congressman Hoyer's office.

Councilmember Mackie discussed the new sidewalk on Cherry Hill Road.

Mr. Alpert said students are selling apparel with proceeds going to support our local bars. He looks forward to working with us next year in his new capacity.

Mayor Wojahn expressed his appreciation for the amount of support he has seen in response to requests for donations to the food bank

**CITY MANAGER'S REPORT:** Mr. Somers discussed the COVID-19 page on website, asked residents to complete their Census form, and said Campus Drive is closed for Purple Line construction. He announced we are following the governor's guidance on when certain services can resume, such as code, animal control and parking.

**PROCLAMATION:** Mayor Wojahn read the proclamation for Volunteer Appreciation Month.

**APPROVAL OF THE AGENDA:** A motion was made by Councilmember Kennedy and seconded by Councilmember Mitchell to adopt the agenda without amendment. Motion passed 8-0.

**PUBLIC COMMENT ON CONSENT AGENDA AND NON-AGENDA ITEMS:**

**David Gray, resident:** He pointed out an error on Page 109 of packet in the Joint Development Agreement documents. Ms. Ferguson will make the correction.

**PRESENTATION – 3<sup>rd</sup> Quarter FY 2020 Budget Update (attached):** Mr. Fields reviewed changes in FY 20 budget projections due to impacts of the COVID-19 pandemic. Items are highlighted as green/yellow/red, depending on severity. The revenue shortfall is expected to be \$1.2M (-7.2%). Certain budgeted expenditures will also be reduced. Net shortfall anticipated to be about \$600,000 for FY 20. Discussion:

- Council requested a balance sheet.
- Are we sure that the state will remit the funds we are expecting?
- Discussion about delayed timing of income tax revenue.
- Does not include any assistance we might get from the state or federal government to reimburse expenses related to COVID-19.

**CONSENT AGENDA:** A motion was made by Councilmember Rigg and seconded by Councilmember Dennis to adopt the Consent Agenda, which included the following:

20-R-10	<b>Adoption of Resolution 20-R-10, a Resolution Of The Mayor And Council Of The City Of College Park To Establish A Bee City USA Committee To Enhance Community Awareness Of Urban Pollinators</b>
20-G-81	<b>Approval of a letter with City comments on the M-NCPPC budget</b>
20-R-09	<b>Resolution Of The Mayor And Council Of The City Of College Park Adopting The Recommendation Of The Advisory Planning Commission Regarding Variance Application Number CPV-2020-03, 5002 Kenesaw Street, College Park, Maryland, Recommending Approval Of A Lot Coverage Variance From The Prince George’s County Zoning Ordinance Sec. 27-442 (C) Table II Which Specifies A Maximum Lot Coverage Of 30% In The R-55 Zone To Construct A Standard Driveway.</b>
20-G-82	<b>Approval of a letter in opposition to the request by WSSC for funds for relocation / infrastructure costs associated with the I-495 / I-270 expansion project.</b>
20-G-83	<b>Approval of a letter to our Congressional delegation in support of including funding for local governments in the COVID-19 stimulus package 3.5.</b>

<b>20-G-84</b>	<b>Approval of a letter to the Prince George’s County Council in support of Resolution CR-7-2020 as proposed by Council Member Dernoga to re-establish a County Climate Action Plan and Sustainability Action Group.</b>
<b>20-G-85</b>	<b>Approval of Minutes from the February 4, 2020 Worksession; the February 4, 2020 Special Session; the February 11, 2020 Regular Meeting; the February 18, 2020 Worksession; and the April 21, 2020 Worksession.</b>

The motion passed 8-0.

**ACTION ITEMS:**

**20-R-11 Adoption of Resolution 20-R-11 to approve the Joint Development Agreement, the Parking Easement Agreement, and the initial Condominium Documents with the University of Maryland for the City Hall Project, and to authorize future amendment to endorse final Condominium Documents, to: incorporate provisions from the Joint Development Agreement, a revision of the Condominium Plat to reflect the as-built Project, and other information to reflect the final specifications for the Project and its operation and governance, subject to review by the City Attorney.**

Mr. Somers reviewed staff report. These documents are for the City Hall project and will require amendment after construction is complete to incorporate certain provisions, and are subject to review of City Attorney.

Ms. Ferguson followed up on Mr. Gray’s comment regarding the correction needed to page 109: it should say “as more particularly described in Exhibit A.”

**A motion was made by Councilmember Rigg and seconded by Councilmember Day to approve Resolution 20-R-11 to approve the Joint Development Agreement, the Parking Agreement, and the initial Condominium Documents with the University of Maryland for the City Hall Project and the amendment of the Condominium Documents after construction has been completed to: incorporate certain provisions from the Joint Development Agreement into the Declaration, revise the Condominium Plat to reflect the as-built Project, and make other revisions to reflect the final specifications for the Project and its operation and governance, subject to review by the City Attorney.**

Councilmember Rigg said this is another step in the process. He believes some will say we should reconsider our involvement in this project at this time but he doesn’t agree, because: we have received bond financing, have proceeded with demolition, we have a hole in the ground, City staff is in temporary quarters in mid-town, and this project will provide economic stimulus for the downtown area. This is within our means, even with current revenue projections, and we need to continue to move forward.

**David Gray:** Council should postpone this vote. You are not charging the University enough for parking. The parking garage was created for the public use and for the downtown businesses, not to

rent to the University. How much leftover parking will remain for the public? This will impact lots of other people.

**Mary King:** Council should not vote on this tonight. More information is needed about the parking garage situation. The payment from the UMD to the City is creative financing to help the City afford this project. These monies are already due us and help hide the true cost of the project from the taxpayers. Monies generated from the parking garage is supposed to go into the debt account to pay down the bond. One of the main reasons for the garage was to help the downtown businesses by providing parking. How many spaces are left for the public and where are the City staff to park – there will be many more staff at the new City Hall. This must all be explained before a decision is made.

Councilmember Kabir shares some of the concerns about the parking. The intention behind building the garage was to bring residents downtown to patronize the businesses. Now it looks as if it won't be used for City residents. He will vote yes because voting no won't mean anything. We should not have moved forward with the City Hall project before approving this JDA. We put the cart before the horse.

Councilmember Mitchell asked about the number and use of parking garage spaces. Mr. Somers said the plan was to use the City garage for economic development purposes with dual uses: City staff/office workers during the day and in the evening it would be available for restaurants, bars, and other businesses. Councilmember Mitchell asked when we will discuss free parking for residents downtown. Mr. Somers said the CIP in budget includes purchase of pay stations that will allow us to include one or two hours of free parking in the garage as an incentive. He added that the garage is underutilized. It was never intended to provide parking for students who can't park at their homes. We plan to rent fewer spaces to students as the demand for office parking increases. City Hall workers will be using a portion, not all, of the garage, but will vacate those spaces by the time residents will come down to patronize the downtown businesses. Students pay \$125/month for a permit.

Councilmember Mackie asked how many spaces we are leasing to the UMD: 124 spaces. Mr. Somers said the total number of spaces in the garage is 260. He added that the UMD is creating a new parking area for trucks on the Graham Cracker site across Yale from City Hall.

Mr. Somers said the UMD will pre-pay five years of the parking costs to help us finance City Hall which allowed us to borrow less money. The bonds to finance the garage were General Obligation bonds and there was no legal obligation that parking revenues be put into a certain account and used exclusively to pay off that debt. The revenues collected from the garage, up until four years ago, were put into the debt service fund. Now there is an accumulation of revenue from the parking garage that we have used for its intended purpose to pay down the debt. The bond is getting paid.

**The motion passed 8-0.**

**20-G-87 Approval, with conditions, of Detailed Site Plan 19061 for Wawa-College Park located at 10050 Baltimore Avenue**

Ms. Bader provided a status report on the conditions and said we have reached agreement on the conditions, which she reviewed. Staff recommends approval of DSP-19061 subject to the following conditions:

1. Prior to certification of the Detailed Site Plan, the Applicant shall review the Site Plan to:
  - a. Provide a more direct pedestrian connection from Ikea Way to the rear entrance;
  - b. Revise the parking table to show the number of bicycle parking spaces provided and the results of the shared parking space analysis with Holiday Inn;
  - c. Revise the e-Scooter parking detail to be consistent with the striping detail provided by the City.
2. Prior to certification of the Detailed Site Plan, the Applicant shall consider revisions to the Architectural Plans to reduce the use of EIFS to not more than 30%, add manufactured stone veneer pilasters to the façade to match the entrance feature, and utilize colors on the façade that more closely match the colors used for the gasoline pump area and canopy.

Councilmember Mackie asked if they will put a sidewalk by the bus stop. Yes, they agreed to make a connection from the bus stop to the rear entrance, and also one that is ADA accessible.

Larry Taub, attorney for the applicant, Roadside Development: They are in agreement with the conditions.

**A motion was made by Councilmember Kennedy and seconded by Councilmember Kabir that the City Council recommend approval of DSP-19061 with the revised conditions as recommended above.**

Councilmember Kennedy thanked the applicant for presenting to the North College Park Community Association.

Councilmember Mitchell asked about the email we received expressing concerns about the project. Ms. Schum said it was an email from a representative of the gas station industry, Mr. McCauley. She said that the substance of the concern was incorrect: this is not a Special Exception situation which is a special process in the zoning ordinance with special criteria.

Councilmember Kabir said there are 11 filling stations in a 2 mile stretch of Baltimore Avenue.

**Comments from the audience:**

**Kirk McCauley, non-resident, Director of Government Relations, Washington, Maryland, Delaware Service Station and Automotive Repair Association (WMDA) (representing service stations, convenience stores and repair shops):** This large group will put small businesses out of business. This is not need-based; there are 12 filling stations including Costco within 1 mile north and south of this site. His concern is the mom-and-pop stores that have been in business for 30+ years. This is a high-volume site at a very congested spot needing two tankers a day to supply.

Councilmember Kabir heard concerns about having a gas station here, but we go by the zoning rules so there is little we can say in the matter.

Mayor Wojahn said he appreciates Mr. McCauley chiming in. We want all our businesses to do well, especially the small businesses, but our options here are limited.

**The motion passed 8-0.**

**20-O-07 Introduction Of Ordinance 20-O-07, An Ordinance Of The Mayor And Council Of The City Of College Park To Adopt The Fiscal Year 2021 General Fund, Capital Projects Fund And Debt Service Fund Budgets Of The City Of College Park.**

Mr. Fields gave an overview. This document includes changes made from March 28 budget Worksession, provisions for impacts from the COVID-19 pandemic, and other changes made by the City Manager. As revised and introduced tonight, the General Fund budget has decreased by \$1.85M. and is now \$21.47M. The required Public Hearings will be held May 12. A Constant Yield Public Hearing is required. The FY '21 budget proposes the same tax rate as we currently have, \$.325, but the Constant Yield Rate is \$.3148 so our rate is in excess of the Constant Yield rate, meaning a Public Hearing is required. We are projecting a shortfall in the current fiscal year of \$600K.

Mr. Somers added that we will know more about next fiscal year when we hear the University's decision about in-person classes in the fall. It's a conservative budget, estimated down the middle. We don't need to turn the budget upside down quite yet. If we need further adjustments, we will come back to Council.

Mayor Wojahn asked if we are tracking COVID-19 expenses for future possible relief from the federal stimulus? Mr. Somers said yes.

Councilmember Kennedy had questions on General Fund and CIP pages. She would like to see a balance sheet.

Mr. Fields said these projections do not include any COVID-19 relief. Our fund balance is in a good financial position to weather this storm. Our fund balance is in excess of the 25% goal so there are funds to transfer as needed to cover any shortfall.

Councilmember Kabir said we are in a good position to absorb the anticipated loss of revenue without cutting any services, but if we had to make cuts, where would they be? Mr. Fields said the least painful way would be through reduction of fund balance. We will bring back additional recommendations if we have to, but it is too early to tell. Councilmember Kabir is concerned about a loss in future revenue from property taxes if the housing market softens in the future.

Councilmember Kennedy asked for a risk assessment to look at the risk of each revenue stream. Mr. Fields can provide further information on what factors would affect each revenue source. He has consulted various resources for the best information.

**A motion was made by Councilmember Kennedy and seconded by Councilmember Dennis to introduce Ordinance 20-O-07, An Ordinance Of The Mayor And Council Of The City Of College Park To Adopt The Fiscal Year 2021 General Fund, Capital Projects Fund And Debt Service Fund Budgets Of The City Of College Park.**

Mayor Wojahn said the virtual Public Hearing will be held on Tuesday, May 12 at 7:30 p.m.

**GENERAL COMMENTS FROM THE AUDIENCE:**

**Carol Macknis, resident:** She thanked Mr. Fields for the presentation and the careful thought about the COVID-19 impact. It is a moving target and these updates should be done more frequently. She hopes the Council remembers that there is only so much money the taxpayers can pay for current or future projects.

**David Gray, resident:** He is not impressed with the City's leadership and said it is shabby to find glaring errors in a public document. He thinks Mr. Somers was mistaken in his opinion about the purpose of the garage and he doesn't agree with the characterization.

**ADJOURN: A motion was made by Councilmember Rigg and seconded by Councilmember Kennedy to adjourn the meeting, and with a vote of 8-0, the meeting was adjourned at 9:48 p.m.**

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Janeen S. Miller, CMC  
City Clerk

Date  
Approved

**SPECIAL SESSION MINUTES**  
**College Park City Council**  
**Tuesday, May 5, 2020**  
**10:42 p.m.**

(Due to the COVID-19 Pandemic, this was a WebEx Virtual Meeting)

**PRESENT:** Mayor Wojahn; Councilmembers Kabir, Kennedy, Brennan, Dennis, Day, Rigg, Mackie and Mitchell.

**ABSENT:** None.

**ALSO PRESENT:** Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen S. Miller, City Clerk; Suellen Ferguson, City Attorney; Dan Alpert, Student Liaison.

During a regularly scheduled Worksession of the College Park City Council, a motion was made by Councilmember Day and seconded by Councilmember Rigg to enter into a Special Session. The possibility of the Special Session was listed on the Worksession agenda. The motion passed 8-0 and the Council entered Special Session at 10:42 p.m.

**ACTION ITEM:**

**20-G-88**      **Authorize the Mayor to sign a letter on behalf of the City urging federal officials to take actions to address a potential census undercount in university communities.**

**A motion was made by Councilmember Kennedy and seconded by Councilmember Rigg to authorize the Mayor to sign and submit electronically the attached letter to federal representatives urging them to address the possible census undercount in university communities.**

Councilmember Day said this comes up every time we do a census. We need to send this letter and get our numbers counted correctly.

Councilmember Kabir said the letter is nice but we need to take other steps to engage the UMD community. Our response rate is 39%; one reason is because the University of Maryland hasn't reported their group housing numbers yet.

Councilmember Day said our Complete Count Committee, of which he and Councilmember Mitchell are members, is working closely with the University's CCC on this. COVID came at a bad time because it was where you were on April 1. We will continue to push on it.

**The motion passed 8-0.**

**ADJOURN:** A motion to adjourn from Special Session was made by Councilmember Dennis and seconded by Councilmember Day, and with a vote of 8-0, the Special Session was adjourned at 10:47 p.m.

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Janeen S. Miller

Date Approved

**WORKSESSION MINUTES**  
**College Park City Council**  
**Tuesday, May 5, 2020**  
**7:30 P.M. – 11:07 P.M.**

**Due to the COVID-19 Pandemic, this was a WebEx Virtual Meeting**

**PRESENT:** Mayor Wojahn; Councilmembers Kabir, Kennedy, Brennan, Dennis, Day, Rigg, Mackie and Mitchell.

**ABSENT:** None.

**ALSO PRESENT:** Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen S. Miller, City Clerk; Suellen Ferguson, City Attorney; Gary Fields, Director of Finance; Terry Schum, Director of Planning; Miriam Bader, Senior Planner; Dan Alpert, Student Liaison.

Mayor Wojahn opened the Virtual Worksession at 7:30 p.m.

**CITY MANAGER’S REPORT:** Mr. Somers said that with tonight’s meeting we have resumed broadcast over the City’s Cable channels and live streaming over Granicus; he gave the latest COVID-19 update; and he reminded residents about the changes to the collection of bulk trash that took effect on May 1.

**APPROVAL OF THE AGENDA:** The agenda was approved without amendment (Brennan/Rigg) 8-0.

**1. Preliminary Plan of Subdivision for The Standard student housing project on Hartwick Road**

Ms. Schum said this is a Preliminary Plan of Subdivision for a proposal to redevelop the Hartwick Building, which is currently an office building. The Planning Board date is May 14. The Detailed Site Plan will return in June. Revised conditions were circulated earlier today.

Ms. Bader reviewed the PPT presentation. This is mixed use student housing and retail called “The Standard” at 4321 Hartwick Road. It is zoned MUI in a “Walkable Node-University Character” area and is in the Aviation Policy Area. Compliance will be reviewed at time of DSP. There is a new road along the eastern boundary of the site proposed by Bozzuto which is adjacent. Ms. Bader reviewed Adequate Public Facilities and BPIS (Bicycle and Pedestrian infrastructure) requirements. Floodplain mitigation measures have been reviewed and approved by DPIE. The applicant is proposing a new Guilford Road Pocket Park.

Ms. Bader reviewed the revised conditions dated May 4 and circulated today:

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

1. Prior to Final Plat of Subdivision:
  - a. Show right-of-way dedication or a combination of dedication and public access easements to the City of College Park to accommodate a 24-foot roadway (curb to curb), a minimum 5-foot-wide sidewalk, and a landscape strip to the extent practicable along the eastern site boundary.
  - b. Provide a public use easement to allow public access to the proposed Guilford Pocket Park.
2. Prior to issuance of any demolition or grading permit, the applicant and the applicant's heirs, successors, and/or assignees shall submit to the Historic Preservation Section a completed Maryland Inventory of Historic Property (MIHP) form for the standing structure located at 4321 Hartwick Road. The building shall be documented by a 36 CFR qualified architectural historian and the submitted documentation shall include a chain of title, floor plans, and representative interior and exterior photos of the buildings and grounds with a copy provided to the City of College Park.
3. Total development within the subject property shall be limited to uses that would generate no more than 172 AM and 209 PM peak-hour vehicle trips. Any development generating an impact greater than that identified herein above shall require a new PPS, with a new determination of the adequacy of transportation facilities.
4. Prior to the approval of the first building permit within the subject property, the applicant shall submit an acceptable traffic signal warrant study to the Maryland State Highway Administration (SHA) for signalization at the intersection of US 1 and Hartwick Road, if required. The applicant should utilize a new 12-hour count and should analyze signal warrants under total future traffic as well as existing traffic at the direction of SHA. If a signal or other traffic control improvements are deemed warranted at that time, the applicant shall bond the signal with SHA prior to the release of any building permits within the subject property and install it at a time directed by SHA.
5. Prior to approval of the first building permit for the subject property, the applicant and the applicant's heirs, successors, and/or assignees shall demonstrate that the following adequate pedestrian and bikeway facilities, as designated below, in accordance with Section 24-124.01 of the Subdivision Regulations ("Required Off-Site Facilities"), have (a) full financial assurances, (b) been permitted for construction through the applicable operating agency's access permit process, and (c) an agreed-upon timetable for construction and completion with the appropriate agency:
  - a. 475 linear feet of six-foot-wide sidewalk along the north side of Hartwick Road across from the subject site.
6. Prior to detailed site plan approval, the applicant shall provide an exhibit that illustrates the location, limits, specifications, and details of the Required Off-Site Facilities necessary to

meet pedestrian and bicyclist adequacy, consistent with Section 24-124.01(f) and provide a copy to the City of College Park for review and approval.

7. Prior to detailed site plan approval, the Applicant shall give consideration to the following:
  - a. Provide a sidewalk along the western boundary of the site to connect between Hartwick Road and Guilford Road.
8. Prior to Planning Board approval of the Detailed Site Plan, execute a Declaration of Covenants Agreement with the City that includes, at a minimum, the following provisions:
  - a. PILOT to City if the property is sold to a non-profit or UMD.
  - b. Unitary management and condominium conversion requirements.
  - c. Acknowledgement of responsibility for maintenance of pedestrian light fixtures, landscaping, and sidewalks.
  - d. Public access easements to the City of College Park for the pocket park and any sidewalk not in City right-of-way.
  - e. Provision of a public art feature, which can be matched by City funds (up to \$15,000).
  - f. NGBS Bronze certification.

Ms. Bader said changes were made to conditions 1A, 6, and 7, and that the applicant has asked for NGBS Bronze instead of LEED Silver certification.

The Mayor asked if developer is in agreement with all the conditions?

The Applicant is represented by Chris Hatcher (not available tonight) and Chip Reed. Mr. Reed responded "Yes," the applicant is in agreement with these conditions. Eric Leath, Landmark Properties, gave the presentation. He was joined by Mike Lenheart, traffic engineer, and Joe DiMarco, civil engineer. Landmark Properties will be developer, owner operator and property manager. They are based in Athens Georgia.

Ms. Nikhinson asked about the rental cost per bed. Mr. Leath said it is in line with market rents. There is a mix of unit types from studios through 5 BR units; the rental price will vary based on unit type. They have 5-bedroom units which can bring down the price per bed.

Councilmember Rigg asked about the size and location of the pocket park.

Councilmember Brennan asked about the alignment of new road: is there a possibility to extend the road further? Ms. Schum said "Yes," this will set the stage to allow a new north-south road parallel to US 1 as properties to the north redevelop. Ms. Schum said this project has two frontages: Hartwick (primary) and Guilford (secondary). The new road is a two-way street with streetscape elements and will handle the loading and garage access so there is no impact to Hartwick and Guilford for those purposes.

Questions about height restrictions and step-backs will be addressed at the time of the DSP. This building has an underground parking garage.

Discussion about compensatory storage and treatment of stormwater and the flood management areas. The new development will do a better job of retaining and treating stormwater than what is there now. DPIE has reviewed and issued a waiver.

Councilmember Mackie asked about green space requirements. Ms. Schum said the courtyards meet the requirement to provide recreational facilities.

Councilmember Kabir asked where the retail will be located. Mr. Leath said the 6,600 sq. ft. of retail will be on the corner of Hartwick and new road. They hope for one retail tenant to take the entire space.

Per Council Rules, Councilmember Rigg disclosed his prior conversation with the applicant more than a year ago. He asked about the relationship between this development and the Bozzuto development and said he hopes that the developments will be complementary and would direct foot traffic between the two developments. Mr. Leath said yes, they are thinking about that, and have been in touch with Bozzuto.

Discussion about NGBS bronze v. LEED silver designations. Council asked for a report / matrix describing the similarities and differences.

Discussion about whether the building will block sunlight to the Guilford Run trees and vegetation. Mr. Reed said this will be addressed at DSP stage.

Councilmember Rigg to agenda.

#### **4 College Park Metro Apartments / Atworth (Gilbane) request for amendment to PILOT provision and to grant a revitalization tax credit**

Mr. Somers said the question before Council is whether to approve a change of practice in the PILOT (Payment In Lieu of Taxes) provision in the City's Declaration of Covenants (DOC) and to consider granting a standard Revitalization Tax Credit (RTC) to the developer. He reviewed the staff report. This apartment project is on the WMATA land next to College Park Metro. Last fall the City supported the Preliminary Plan and Detailed Site Plan, and Gilbane requested a City RTC. The City's standard DOC includes PILOT language. At that time, Gilbane didn't agree to the PILOT language, so the City wouldn't consider their request for a RTC. Gilbane is now asking the City to reconsider their request for a RTC in exchange for modified (not our standard) PILOT language, which says 'if the developer receives the RTC and if for whatever reason the property becomes tax exempt, the developer would be required to pay back the RTC and then the PILOT language would cease.' The developer agreed to this language.

Mr. Somers reviewed the RTC calculation spreadsheet.

Ms. Ferguson spoke with Mr. Haller and wants to include a provision that ‘if the property is sold to a non-taxable entity by the developer or a successor and the option of paying back the city RTC was selected, then what gets paid back would have the CPIU applied to it, so the City would get back the value of the tax credit that it gave in prior years.’ That has been agreed to.

Mr. Haller said they have agreed to revised language that was presented. He reviewed the history: Last June the City recommended approval of the DSP and as part of the conditions the applicant agreed to pay \$50K for improvements to the pedestrian tunnel, and made agreements regarding green building certification, the provision of a public park, unitary management and the maintenance of streetlights on River Road. The issue they had with the PILOT language was that, due to the location of the property and the fact that it is market rate housing, not student housing, the likelihood of conveyance to a non-taxable entity was not very high, and their concern was that the diminution of value to a subsequent purchaser might not make it worthwhile. They are comfortable going forward with the revised language and renewing their request for a RTC. He added that the RTC is based on increase in value of property. Because it is owned by WMATA, the City isn’t receiving any tax revenue now, so the tax dollars received will be greater than reflected in the chart.

Robert Gilbane, current status: They are continuing to work through the COVID-19 shutdown. They anticipate breaking ground in June.

Councilmember Kabir asked about the non-taxable entity, do you mean the UMD? Mr. Haller said that is the only one he can imagine. Councilmember Kabir asked if they break ground this June completion, when will construction be done. Mr. Gilbane said in September of 2022, but with a phased-in lease period. Question about when the revenue would hit our tax base? Mr. Fields estimated fiscal year 2023.

Councilmember Brennan summarized that last June the Council’s position was to provide a RTC only if the PILOT was agreed to, but since it was not agreed to, Council did not grant the tax credit. If we grant the RTC now and the developer ends up selling to a non-taxable entity, they would pay the tax credit back, but moving forward, the project would not have to pay any taxes. So there would be an immediate return on the tax credit, but moving forward, there would be no continuing obligation to pay taxes. Ms. Ferguson responded the sale could be to any government entity, not just the UMD, and if sold to a non-taxable entity there would be no obligation to pay real estate taxes going forward. Councilmember Brennan believes this sweetens the deal for the applicant: they can use the tax credit up front for financing purposes then when they have better cash flow they can sell and pay off the tax credit. His concern is waiving the PILOT provision does potentially set a precedent and the building could pay no taxes for the substantial life of the building.

Mr. Haller clarified that the applicant didn’t come up with this language; it was offered to them by the City. Mr. Somers said it is a compromise and an option that staff wanted to float. Ms. Ferguson said this is a decision for the Council to make, there is no staff recommendation, and it would represent a change in how Council has handled this issue in the past.

Mayor Wojahn is also concerned about precedent and how future developer might perceive it.

Mr. Somers said this is a unique situation because the developer qualifies but isn't willing to agree to the standard PILOT language. He doesn't know that it is a win-win, but it is an option they wanted to bring forth for council consideration.

Mr. Haller said they have been working to resolve this since last October and have been trying to get on the Council's agenda. The timing to be here in the middle of the crisis is coincidental and they are not trying to take advantage of the situation. Mr. Somers agreed no one could have predicted the current situation.

Councilmember Rigg discussed the inflationary factor. He is leery of using CPIU and would rather use something that is positive and fixed, such as an interest rate, since we are going into a recession. Mayor Wojahn agreed and said this is, in effect, a loan. Alternatives were discussed. Councilmember Kennedy added that she would like to see a comparison of the various options discussed.

Mr. Gilbane said this is the 4<sup>th</sup> project to be considered on this site in 20 years; the others have not moved forward. It falls under the qualifications for the RTC because the City has incentivized this type of development. If nothing happens here, then nothing is gained. The applicant has accepted the language that was proposed to them by the City, so it is difficult to understand the concern. They are not considering selling the development to the UMD. He asked why they aren't getting the same support as the Bozzuto project.

Mayor Wojahn said the Council's concern is that the developer is unwilling to agree to the standard PILOT provision that other developers have agreed to. Mr. Gilbane said there hasn't been a negotiation process; they agree with this revised language presented by staff to them and to the Council tonight. The only reason they didn't agree to the PILOT last fall was because it was presented to them the night before the DSP and they needed time to understand it more fully.

Staff and the developer will continue to discuss in the coming week.

## **2 Discussion of potential emergency assistance to local businesses due to the impacts of the COVID-19 Pandemic**

Mr. Somers reviewed the staff report. Last month Council authorized \$12,000 each to Meals on Wheels and the Community Food Bank. Additional options for small business have been discussed over the last month and are presented in the report.

Councilmember Day asked about the "50 employee" figure in Option #2: is that full-time employees, the number prior to COVID, etc? Mr. Somers said they haven't discussed that detail and it can be structured in any way, but they didn't feel that would be the best support because 80% have already paid their tax.

Councilmember Mitchell asked about Option #1: If we decided to move forward, how would it impact our revenue. Mr. Somers said it would depend on if the payment was delayed or forgiven. He reviewed the figures in the staff report. If Council wanted to forego the permit fees of \$140,000 it could be taken from contingency and you would have \$110,000 left in contingency.

Councilmember Kabir asked about the timing and when it would impact the budget – FY 20 and FY 21? Mr. Somers said the impact will move into FY 21; we haven't started to discuss FY 22. He asked how many businesses have 50 or fewer employees. Mr. Somers said if Council is interested in pursuing this option, we can do that research. We can postpone discussion of this option since those taxes aren't usually paid until November.

Councilmember Kennedy would like to see a bigger vision and a list of businesses in the City and how each of these options might benefit them. She doesn't see the option of a direct grant listed. Mr. Somers said Option #4 could be modified to be a direct grant for operating expenses and the matching portion could be eliminated. He added that local jurisdictions are sharing ideas and reviewed the Middleburg, Va. program.

Feedback on #1: Councilmember Rigg doesn't want to offer subsidies to businesses that don't need them (such as liquor stores), that are franchisees, that are contrary to the public health (such as vape shops), or that are fundamentally weak and wouldn't survive the summer even without COVID. He would support some ongoing subsistence for business that can stay the course, and to send signals to new business that might want to come in. He would extend #1 through the next fiscal year along with a marketing scheme that highlights our commitment to small businesses such as restaurants with 50 or fewer employees that are not franchisees.

Feedback on #2: Councilmember Rigg would support tailoring this option to pick out small minority owned businesses that don't negatively affect public health.

Councilmember Brennan said our initiatives should be meaningful, impactful and make a difference. He would like to see stronger recommendations from staff and get input from our businesses to say what would help them. We might want to wait to get input from our new economic development manager. This list seems like a "let's throw it on the wall and see if it sticks" approach.

Mr. Somers suggested a small ad hoc subgroup of Councilmembers to vet the recommendations.

Councilmember Dennis mentioned the utility relief programs and agrees we need to figure out what will have the most impact to benefit our businesses.

Ms. Ferguson added that matters of tax forgiveness need to be checked out in the tax code.

Councilmember Mackie said knowing what people need and meeting those needs is important to her.

Mayor Wojahn requested clarification on #8, the letter from the Mayor to landlords encouraging them to allow rental deferment – is that only commercial landlords? Mr. Somers suggested it would include residential rental property landlords as well.

Discussion of whether the City can pick which businesses can receive waiver of a permit fee and if there would be an application process.

Mr. Somers suggested we move forward with #1, #6, #7, #8 next week in order to do something more immediate, and to let the subgroup vet the others.

Subgroup: Wojahn, Dennis, Rigg, Kennedy, Mackie to address #2, #3, #4, #5, and any other new ideas.

#1, #6, #7, #8 to Consent next week. Subgroup to return in the future with other recommendations.

[Motion Rigg/Day to extend the meeting to 11:00 p.m. Motion carried 8-0.]

### **3 Update and direction on the 2020-2025 Strategic Plan**

Mr. Somers said this is a difficult time to work on a Strategic Plan. We had anticipated community meetings in March and April, but those meetings were delayed due to COVID. We are tentatively scheduled to have meetings in June as virtual meetings. We are suggesting 9 virtual meetings at 1 hour each. We suggest dividing them into 3 invitation-only and 6 open meetings. For the invitation-only meetings, Councilmembers would invite 3 people from their districts to reflect broad interest, diversity and people we don't normally hear from.

He asked for feedback on the draft questions and said a simplified version would be included in an online survey so everyone can participate. The contract also includes two stakeholder meetings, but we haven't identified the stakeholders.

Mayor Wojahn said people may bring a lot of ideas and we may need a sense of priorities given the current constraints.

Councilmember Rigg says one unexamined area is how we can retain our student residents after they graduate and asked how we can engage them. Mr. Alpert wants to establish an SGA City landlord working group and thinks that will help engage students. We can also work with the next Student Liaison.

Council consensus to move forward as suggested.

- 5 Authorize the Mayor to sign a letter on behalf of the City urging federal officials to take actions to address a potential census undercount in university communities: See Special Session minutes for 20-G-88.**
- 6 Appointments to the Board of the College Park City-University Partnership:**  
To Consent next week as written.
- 7 Requests for/Status of Future Agenda Items**  
Councilmember Kabir: Safety improvements at Edgewood Road @ US 1. Mayor Wojahn asked for the purpose of the Worksession. Mr. Somers said it could provide direction to make this project a higher priority. There are budget implications.  
1st step: Ask Staff to tell us how much right-of-way we have to provide for an extra lane. Provide an information report to Council with that information and then decide how to proceed.
- 8 Mayor and Councilmember Comments:**
- Councilmember Day - Request to SHA about the wall on Kenilworth Avenue. Racing down Kenilworth.
  - Councilmembers Kabir, Mitchell and Mackie holding a virtual budget town hall.
  - Councilmember Kennedy and Mayor Wojahn held a Facebook event on the budget.
  - Councilmember Mackie said the Pregnancy Aid Center needs supplies and help with their food bank.
  - Mayor Wojahn said the Hollywood Farmers Market moved forward with the market last week. The College Park Community Food bank continues to need donations.

**ADJOURN:** A motion was made by Councilmember Rigg and seconded by Councilmember Day to adjourn the Worksession, and at 11:07 p.m. the Worksession was adjourned with a vote of 8-0.

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Janeen S. Miller  
City Clerk

Date  
Approved

**MINUTES**  
**Regular Meeting of the College Park City Council**  
**May 12, 2020**  
**7:30 p.m. – 9:32 p.m.**

**Due to the COVID-19 Pandemic, this was a virtual meeting**

**PRESENT:** Mayor Wojahn; Councilmembers Kabir, Kennedy, Brennan, Dennis, Day, Rigg, Mackie and Mitchell.

**ABSENT:** None.

**ALSO PRESENT:** Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen S. Miller, City Clerk; Suellen Ferguson, City Attorney; Gary Fields, Director of Finance; Terry Schum, Director of Planning; Miriam Bader, Senior Planner; Dan Alpert, Student Liaison; Julia Nikhinson, Deputy Student Liaison.

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

**ANNOUNCEMENTS:**

Councilmember Kabir talked about last Saturday's Budget Town Hall for Districts 1 and 4 and added that the North College Park Community Association will hold their virtual meeting Thursday.

Councilmember Kennedy explained how the Hollywood Farmers Market is working now.

Councilmember Dennis said the Lakeland Civic Association will have their virtual meeting on Thursday.

Councilmember Rigg said the Calvert Hills Citizens Association will hold a virtual meeting on Wednesday. He discussed a recent food drive.

Councilmember Mitchell discussed the County's COVID -19 emergency rental assistance program. She said this is National Mental Health Month.

Councilmember Mackie talked about Council Member Dernoga's meal distribution and asked people to properly dispose of rubber gloves.

Mr. Alpert commented that the Baltimore City Council passed legislation to prevent raising rents. He said The Diamondback released their annual report card and the City is mentioned.

Mayor Wojahn said he is participating in a UMD work group on how/whether students will be able to return to campus for in-person instruction this fall. They hope to announce in June.

**CITY MANAGER'S REPORT**

Mr. Somers discussed the virtual meetings for the Strategic Plan; reminded people to review the COVID-19 page on City website; and encouraged everyone to complete the 2020 census. He

announced a CBE virtual event on May 30. There were questions about the City's Memorial Day program. Mr. Somers replied we will not have an observance at the memorial this year.

### **AMENDMENTS TO AND APPROVAL OF THE AGENDA**

A motion was made by Councilmember Dennis and seconded by Councilmember Mitchell to add a proclamation to the agenda to recognize Municipal Clerk's Week. Motion carried 8-0. A motion was made by Councilmember Rigg and seconded by Councilmember Mitchell to approve the agenda as amended. Motion carried 8-0.

**PROCLAMATIONS AND AWARDS:** Mayor Wojahn read proclamations for:

- Municipal Clerk's Week
- "Parks To Kids" Day on May 16
- Public Service Recognition Week

### **PUBLIC COMMENT ON CONSENT AGENDA AND NON-AGENDA ITEMS**

**David Gray, resident:** He asked about the rent that Ledo's Restaurant is paying for the parking garage property. The payment is lower than the projection. Why is that?

**Carol Macknis, resident:** She said the City should try to publicize the free parking more widely.

**Lisa Miller, non-resident:** She confirmed the Council had information about the TerpX project to help keep items out of the landfill and to help with subletting. She asked the City Council to help the landlords by lowering the fees they pay so they can pass those savings on to their tenants.

### **PUBLIC HEARINGS:**

**Ordinance 20-O-07, an Ordinance of the Mayor and Council of the City of College Park to Adopt the Fiscal Year 2021 General Fund, Capital Projects Fund and Debt Service Fund Budgets of the City of College Park, and Public Hearing on the Constant Yield Tax Rate.**

Mr. Fields said we have two public hearings tonight: one on the budget ordinance and one on the Constant Yield. He said adjustments to the budget were made after the Budget Worksession, and that the budget ordinance was introduced on April 28. The Constant Yield hearing was advertised on April 30 in the Washington Post. He explained the Constant Yield Tax Rate: the FY '21 budget proposes to maintain the current Tax Rate of \$.325 which is in excess of the Constant Yield rate of \$.3148. The additional tax on a home valued at \$350,000 is \$36 per year. He discussed the City's financial position.

### **Comments from the Audience:**

**David Gray, resident:** We should reduce the tax rate to the Constant Yield rate. People are unemployed now. His assessment went up. You are taking money from City residents to pay for what? You have \$60K of travel in the Council's budget for trips that aren't going to be held. There is fluff in the Communications budget. Why don't you cut everyone a break?

**Oscar Gregory, resident:** City residents are struggling with unemployment and illnesses due to the pandemic. The additional tax will hit them while they are down. They are paying for the tax credits you are giving to new developments. The City should enact the Constant Yield tax rate and put a

moratorium on further CIP projects until the economy is restored. The pandemic brings to light the benefits of telework.

**Mary Cook, resident:** We should reduce the tax rate to the Constant Yield. She hasn't heard what the extra money would be spent on, such as a new case manager for our Seniors, for a Community Center, a Senior Legal Clinic, or to improve the animal shelter. On behalf of the NCPCA she said the Association will be voting in support of the Hollywood Streetscape Project.

**Carol Macknis, resident:** She has heard that UMD sporting events will be curtailed in the fall so the City's tax revenue will decline. She is concerned that the City is underestimating the loss of revenue.

**Mary King, resident:** She agrees that we have to be conservative with our budget. We should not be imposing more taxes on the citizens. You are getting all this extra money from development but the long-term residents are not seeing the benefit.

There being no further public comment, Mayor Wojahn closed the public hearing.

**CONSENT AGENDA: A motion was made by Councilmember Mitchell and seconded by Councilmember Kennedy to adopt the consent agenda, which consisted of:**

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

**The motion passed 8-0.**

**ACTION ITEMS**

**20-G-91**      **Recommend approval, with conditions, to the Prince George's County Planning Board, of Preliminary Plan of Subdivision 4-19047 for "The Standard" student housing project on Hartwick Road, subject to the applicant entering into a Declaration of Covenants with the City.**

Ms. Schum said this is the Preliminary Plan of Subdivision application for a student housing project called The Standard on Hartwick Road which will replace an existing office building. It is being developed by Landmark Properties of Athens Georgia. It will be a mixed-use building that contains 282 dwelling units (951 beds) and 6,671 sq. ft. of retail. The Planning Board date is May 14. After last

week's Worksession staff continued to work with applicant and have proposed revisions to last week's conditions, which are in the packet. She reviewed the changes to conditions:

1A – About the new roadway, not substantive. The County uses “public use easement.” Delete the text in parenthesis.

1B – Clarifies who the public use easement would go to.

1C – Previously listed as condition #7 last week but fits better here and clarifies that the easement is to the City.

4 – Deleted in its entirety. Confirmed that Bozzuto has already bonded for the new signal at Hartwick and US 1.

7 – Delete; has become #1C

8 and 9 – These are new conditions coming from County's technical staff report and are important to include.

10 – This is a prospective condition regarding the Declaration of Covenants which will be completed at time of DSP.

10F re green certification – They proposed NGBS bronze last week. Staff wants to remove this from consideration at this time because it will be discussed further during DSP review on June 2. In this area a LEED Silver certification is a mandatory requirement or else they must request a modification from the development standard. We're not sure what they are going to do. A memo was sent earlier today from Ms. Foster about the difference between NGBS and LEED. There is more time for applicant and Council to consider this item, so staff recommends removing it from the PPSD conditions.

Ms. Ferguson asked about the language in 1B: Can the City be part of the easement, or at least allowed to enforce? Ms. Schum said Park and Planning is asking for this easement as they did previously on the Northgate project. Staff will make the request of the Planning Board.

Councilmember Rigg asked about the Shadow Study. Eric Leith, applicant, provided the orientation: the top of page is north. It was prepared to answer the question of potential shading of trees on Guilford drive. There does not appear to be any significant shading of trees in Guilford run.

Chris Hatcher, attorney for applicant, said they will be back on the DSP next month. Tonight they wanted to be responsive on the shadow study, and to introduce Michelle Foster from Home Innovation Research Lab, which oversees NGBS certification for single family homes and multifamily buildings. NGBS is similar to LEED with two main differences where NGBS is more rigorous: 1) they need to meet minimum thresholds in all of the categories, and 2) they have an in-field verifier go to the building twice to make sure what was designed is actually what was built. NGBS also addresses operation and maintenance of the building.

Mayor Wojahn asked about the equivalency of LEED Silver to NGBS Bronze. Ms. Foster said they could be equivalent depending on where the points come from. He said if we are to support this development at the DSP phase, we would need to see more detailed reasoning about why the development could not meet Silver certification and why we are being asked to live with the Bronze certification.

**A motion was made by Councilmember Rigg and seconded by Councilmember Day to recommend approval of Preliminary Plan 4-19047 with conditions consistent with the City staff recommendations dated May 8, 2020, amended by the removal of the parenthetical reference in 1A.**

**Comments from the audience:**

**Mary King, resident:** There are so many changes from last week to this week she doesn't see how the Council can properly consider this tonight.

There were no comments from the Council.

**The motion passed 8-0.**

**20-R-12 Approval of a Resolution granting a City Revitalization Tax Credit to the Gilbane Development Company for College Park Metro Apartments (The Atworth), and approval of a Declaration of Covenants.**

Mr. Somers reviewed the staff report. This is a continuation of the conversation at last week's Worksession. Mr. Haller and Mr. Somers spoke after the Worksession and the applicant has now agreed to execute the Declaration of Covenants with the standard PILOT language included. City staff is recommending approval of 20-R-12.

Mr. Haller said since last week's Worksession they have discussed, and the applicant has agreed to the DOC with the standard PILOT language the City usually adopts.

**A motion was made by Councilmember Day and seconded by Councilmember Rigg that 20-R-12 approving a City Revitalization Tax Credit to the Gilbane Development Company for The Atworth mixed-use development project be approved.**

**Comments from the audience:**

**Mary King, resident:** She appreciates how the Council worked last week to make sure this project is treated like any other project and she appreciates the outcome.

Councilmember Rigg feels a project was inevitable at this site but we are in a different time now due to COVID. This project is deserving of a RTC and this is part of our development strategy.

Councilmember Kabir appreciates the applicant's agreement to the PILOT, however he is worried about the current financial situation and what the future might hold. We want to be careful not to lose money that can be used to benefit our taxpayers. He would prefer to wait on this matter which is allowed under the City Code.

Councilmember Rigg thinks it is important to help get projects in the ground at this time to benefit the region and our City.

**Roll Call Vote:**

**Yes: Kennedy, Brennan, Dennis, Day, Rigg**

**No: Kabir, Mackie, Mitchell**

**Motion carried 5-3**

**20-G-93 Approval of the following COVID-19-related relief efforts: 1) Waiver of business license renewal fees through the end of FY21; 2) Suspend commercial sign and banner code enforcement; and 3) Encourage landlords to delay or forego rental payments from their tenants if financially feasible.**

Mr. Somers reviewed the staff report and said there are 3 items for consideration tonight. Additional proposals will be considered by the subcommittee and return at a future time. He added a reminder that the City is already providing free parking through the end of the summer in our garage.

**A motion was made by Councilmember Kabir and seconded by Councilmember Mackie that the Council authorize the following actions: waive the Non-residential Occupancy Permit fee through the end of FY 21; suspend commercial sign and banner code enforcement; and encourage landlords to delay or forego rental payments from their tenants if financially feasible.**

**Comments from the audience:**

**David Gray, resident:** He agrees with this for the commercial properties but is less certain about the hotels because many of them are owned by corporations that aren't based here. They are not going to go out of business because of this.

**The motion passed 8-0.**

**20-G-94 Award of contract for RFP-CP-20-03 for a feasibility study about establishing a City department of Building Code, Permitting and Enforcement, subject to approval of the City Attorney.**

Mr. Ryan reviewed the staff report. We had interest from 5 groups; 2 proposals were received. There was a significant difference in the prices between the two proposals. Staff recommends award of the contract to the low bidder, IBTS.

**A motion was made by Councilmember Rigg and seconded by Councilmember Kennedy to award a contract in substantially the form attached, subject to approval by the City Attorney, in an amount not to exceed \$51,720.00 to IBTS to conduct a study to determine the feasibility of the City assuming the responsibility for building construction permits and inspections, and to authorize the City Manager to sign the contract.**

Councilmember Rigg said there is an interest in trying to improve the customer service experience for our residents. This is an area where the City could provide excellent high value service to our residents. This is just a first, exploratory step; there will be future conversations.

**Comments from the audience:**

**Mary King, resident:** She said there are fees involved when you get a permit from the County, and she doesn't understand why we think the County would want to hand over those fees to the City.

There were no comments from the Council.

**The motion passed 8-0.**

**20-R-13 Resolution Of The Mayor And Council Of The City Of College Park To Accept The Dedication Of Amherst Avenue As A Publicly Dedicated Street, Based Upon The Delineations On The Subdivision Plat Entitled "Johnson & Curriden's Subdivision Of College Park"**

Ms. Ferguson said this area is of interest to many due to the biodiversity of the Sentinel Swamp. The City has been trying to determine who owns it to see if title could be transferred to the City. Title work was done by a Real Estate Attorney, Mr. Demma, who has told us the property was previously dedicated for public use. That dedication can be accepted by the City. We would take over jurisdiction, control, and maintenance of the area. This Resolution is the formal process to accept dedication of Amherst Avenue.

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

Councilmember Rigg said this has been a long-time labor of love by City staff, residents and students. The Old Town playlot adjoins this part of the community also-known-as the "Frog Pond." It presents an opportunity for our City to preserve public land as it existed before development. There is tremendous biodiversity. He hopes we can explore acquisition of the adjacent WMATA property as well. There is interest in interpretive signage and a boardwalk in the future.

Councilmember Day said interest in this property began years ago when we cleaned out the Frog Pond at a Good Neighbor event. Its interesting to see what's down there and is great to have this place of nature right in our City.

**The motion passed 8-0.**

**GENERAL COMMENTS FROM THE AUDIENCE**

**David Gray, resident:** He asked a question earlier about what is going on with Ledo's rent and didn't get an answer. Ledo's had a good rate when they moved in there and they have done OK. Why are we offering a large discount on rent for a business that has offered itself for sale?

**ADJOURN:** A motion was made by Councilmember Rigg and seconded by Councilmember Kennedy to adjourn the Regular Meeting, and with a vote of 8-0, the meeting was adjourned at 9:32 p.m.

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Janeen S. Miller  
City Clerk

Date  
Approved

**SPECIAL SESSION MINUTES**  
**College Park City Council**  
**Tuesday, May 19, 2020**  
**9:15 p.m.**

**Due to the COVID-19 Pandemic, this was a WebEx Virtual Meeting**

**PRESENT:** Mayor Wojahn; Councilmembers Kabir, Kennedy, Brennan, Dennis, Day, Rigg, Mackie and Mitchell.

**ABSENT:** None.

**ALSO PRESENT:** Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen S. Miller, City Clerk; Suellen Ferguson, City Attorney; Robert Marsili, Director of Public Works; Bob Ryan, Director of Public Services; Dan Alpert, Student Liaison; Julia Nikhinson, Deputy Student Liaison.

During a regularly scheduled Worksession of the College Park City Council, a motion was made by Councilmember Brennan and seconded by Councilmember Kennedy to enter into a Special Session to consider time-sensitive matters. The possibility of the Special Session was listed on the Worksession agenda. The motion passed 8-0 and Council entered into the Special Session at 9:15 p.m.

**ACTION ITEMS**

**20-G-97 Approval of amendment to Construction Manager at Risk Contract with Davis Construction Corporation to award the construction and post-construction work, the Guaranteed Maximum Price for the Contract, and Change Order #3, for City Hall Project.**

Mr. Somers said that Davis Construction has done the preconstruction work for City Hall. He reviewed the staff report and pointed out a correction: The Guaranteed Maximum Price (GMP) listed in the 3<sup>rd</sup> paragraph of \$38,673,841 is just the Davis Construction amount. The total cost of the project is \$47,934,336. The City's share of that amount is \$19,568,118. The City's share of the of the GMP is \$16,075,816 [this was the correction].

Ms. Ferguson said that the amendment to the Contract documents was always contemplated because Davis was awarded the pre-construction work, and assuming that the GMP came in at a price that the City was willing to accept, and the contractor was acceptable, that the City would separately approve this amendment for the construction and post-construction work. Change Order #3 includes clarifications and exclusions that Davis wanted to make, and it has been reviewed by the team (including Redgate). They still need to be approved by Davis. The Budget Update shows both the GMP cost and the total cost, which is where Mr. Somers figures came from. That document also shows the City's portion and the University's portion. Council will also be adopting this final budget tonight:

- The GMP price in Davis's budget; it includes Change Orders #1 and #2, and all their sub-contractors.

- The Total Cost is what the City and UMD also have to pay for in addition to Davis' contract: the architects, the engineers, and the development costs previously approved.

The detail on page 55, the project budget, shows which portion is attributable to the City and/or UMD.

Ms. Ferguson said the contract amendment includes language to cover any COVID-related costs within this budget. Davis has not accepted the language yet.

Councilmember Kabir asked about current industry thinking on the impact of COVID-19 on the construction market. Mr. Rowland said it is in our best interest to secure pricing right now through this GMP. Not having confirmed pricing and materials on order would be a detriment to the project.

Councilmember Brennan asked where COs #1 and #2 are located? Mr. Rowland said they are not broken out specifically, but the sum is contained within the GMP For Hard Costs line. Councilmember Brennan asked about demolition. Mr. Rowland said it is split between two of the six lines. Councilmember Brennan asked about the contingency. Mr. Rowland said several contingencies are included on both sides, and pointed them out.

Councilmember Brennan suggested for financial transparency we should post this information on the projects page on City website. He is particularly interested in showing the budget v. actual comparison. Mr. Rowland said they will report this information to City and UMD as they proceed, which will include the contingency.

Ms. Ferguson pointed out that Page 3 of the amendment addresses delays and other claims due to COVID 19; we hope Davis agrees to it.

Mr. Somers asked about any savings that are realized. Mr. Rowland explained that the contract is designed to share savings as follows: 75% to owner (split between UMD/City) and 25% to Davis.

**A motion was made by Councilmember Brennan and seconded by Councilmember Dennis to approve the Guaranteed Maximum Price of \$38,673,841.00, and approve Change Order #3, and the Amendment to Contract Documents, in substantially the form attached, and authorize the City Manager to sign the Amendment and Change Order, subject to review by the City Attorney.**

There were no comments from the audience or the Council.

**The motion passed 8-0.**

**20-G-98 Discussion of 4<sup>th</sup> of July event and other upcoming events**

Ms. Wurtzel reviewed the staff report and gave a status of city events. Many events have been canceled due to COVID-19; we will continue to monitor and modify or cancel events as needed. The health and safety of staff and event goers are of the most importance. The 4<sup>th</sup> of July event is a partnership between the City, the UMD and M-NCPPC, and is held on UMD campus. Due to the current situation the City and UMD are recommending cancellation. We are also concerned about College Park Day scheduled for October 10. That decision needs to be made in June or July.

Council agreed with cancellation of 4<sup>th</sup> of July event. There was interest in alternatives (house decoration contest?).

If College Park Day is cancelled perhaps an Oral History project could be undertaken.

Mayor Wojahn hoped the 75<sup>th</sup> anniversary celebration could be postponed rather than cancelled. Ms. Wurtzel discussed plans for the virtual celebration. Perhaps showcase local talent through a virtual platform.

**A motion was made by Councilmember Day and seconded by Councilmember Rigg to cancel this year's Fourth of July celebration due to the ongoing COVID-19 pandemic and Governor Larry Hogan's executive order prohibiting gatherings over ten people.**

Councilmember Day said this is the smart thing to do; we can't take chances with people's lives or the health of our community.

**The motion carried 8-0.**

**ADJOURN:** A motion was made by Councilmember Brennan and seconded by Councilmember Kennedy to adjourn from the Closed Session, and with a vote of 8-0, the Closed Session was adjourned at 9:31 p.m.

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Janeen S. Miller  
City Clerk

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Date  
Approved

**WORKSESSION MINUTES**  
**College Park City Council**  
**Tuesday, May 19, 2020**  
**7:30 P.M. – 9:46 P.M.**

**Due to the COVID-19 Pandemic, this was a WebEx Virtual Meeting**

**PRESENT:** Mayor Wojahn; Councilmembers Kabir, Kennedy, Brennan, Dennis, Day, Rigg, Mackie and Mitchell.

**ABSENT:** None.

**ALSO PRESENT:** Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen S. Miller, City Clerk; Suellen Ferguson, City Attorney; Terry Schum, Director of Planning; Bob Ryan, Director of Public Services; Brenda Alexander, Assistant Director of Public Works; Gabi Wurtzel, Event Planner; Dan Alpert, Student Liaison; Julia Nikhinson, Deputy Student Liaison.

Mayor Wojahn opened the Virtual Worksession at 7:30 p.m.

**CITY MANAGER’S REPORT:** Mr. Somers announced the Strategic Plan virtual public focus groups; the Memorial Day holiday; the COVID-19 page on website; the Census; the Summer mosquito control program with MDA; the virtual community meeting on the CP Airport Safety program on Thursday; the Memorial Day observance at the Veterans Memorial will not be held, but the Boy Scouts will place signs at the Memorial and around the City in tribute to our vets; and that CBE is holding a virtual meeting on how to reverse global warming on May 30.

**APPROVAL OF THE AGENDA:** The agenda was approved without amendment, Mitchell/Rigg 8-0.

- 1. Memorial Day Proclamation** – Mayor Wojahn read the Memorial Day proclamation.
- 2. Presentation on College Park Airport safety plan (tree removal project) by the County Department of Parks and Recreation**

Guests: Christine Fanning, Division Chief, Natural and Historical Resources, Prince George’s Department of Parks and Recreation; Lee Sommer, College Park Airport Manager; Phil Wilson, Assistant Division Chief / Horticulture and Forestry Section; Jerry Langham, Chief Arborist; Laura Connelly, Planning Supervisor; Eric J. DeDominicis; Jason Traband, Project Scientist, BayLand Consultants & Designers.

Ms. Fanning reviewed the PowerPoint. They are calling this a safety project; the trees are just a portion of the entire project. She reviewed the modified tree trimming plan and tree replacement plan that will include 1500 trees. Over last two months they have reviewed and significantly modified the plan, incorporated feedback from Ms. Alexander and Dr. Lea-Cox. She believes they have struck the right balance between safety for public and pilots, environmental

stewardship, and improved communication. They hope to build a relationship with the community and get them to engage with this important site. They must adhere to a number of regulations to keep operating. They should be trimming every 3-4 years instead of 8 years (last time was 2012). The tree trimming area they are responsible for has increased due to new requirements by 20%. There are increased height limitations for the first 200 feet from runway threshold. 387 trees have been removed to date in the 200-foot area. They are now working with the federal and state regulatory agencies. They hired a 3<sup>rd</sup> party environmental firm to ensure best practices. The revised plan includes minimal heavy machinery. Going forward they will trim every 4-5 years. For now, there will be no additional tree removals. They will perform a combination of modest and heavy trimming; some trees may not survive. Approximately 3,000 trees will be trimmed. 1,510 trees will be replanted; 4:1 ratio; 70% canopy trees. They will take a phased approach to planting; will be completed this fall. They will monitor trees annually. They have met with Riverdale Park and disk golf community; there are plans to upgrade the disk golf course.

New Park enhancements: (2) 20 x 20 permanent shade structures in Old Calvert Road Park. Want to start a more intentional partnership that is proactive, not reactive., with CP, RP, UMD, and meet quarterly. She can be reached at [PublicAffairs@pgparks.com](mailto:PublicAffairs@pgparks.com).

Councilmember Brennan said the City has an Airport Authority, a Tree and Landscape Board and a Committee for a Better Environment that they can be in touch with. He asked if the Army Corps of Engineers (ACE) was contacted? Jason Traband: Yes, they have weighed in and we have addressed their concerns. They are also in touch with the MD DOE re the waterways and floodplains. Only foot traffic will be in wetlands. Anything that falls in wetland will be removed. All areas should be accessible from the sides of the stream channel. They have provided MD DOE and ACE with a detailed written summary of the proposal and will monitor the trimming work and will provide them with a summary of all activity and any ground disturbance. Councilmember Brennan asked if there is any water quality monitoring and if the straw and rye grass planting will be effective against major storms? Traband: They are following the MD DOE sediment control and erosion standards. Does not see the need or requirement for water quality monitoring. Councilmember Brennan hopes one of the goals will be to restore the canopy as much as possible. He is encouraged to hear that 70% of the replacement trees will be canopy trees and asked that they share the species selection in English.

Councilmember Day acknowledged the turn-around, thanked them for listening, and thanked them for the two shade structures. He believes we are going in the right direction. He added that we need a bridge from the trail to the playground. Ms. Fanning suggested they get together to walk the property and discuss the connectivity issue.

Mr. Somers asked about evening landings. Ms. Fanning said evening landings are necessary for the viable operation of the airport. Mr. Sommer said there are approximately 3 -5 night landings per week in summer. In winter, there are more, because there is more darkness. They provide quarterly reports to the Airport Authority and can provide them to the Council. 2000 people are vetted to use the airport. They are open 7 a.m. to 10 p.m. Aircraft can land but not take off after 10 p.m.

Mayor Wojahn asked how many trees are likely to survive after being trimmed down to a 40-foot height? Mr. Langham said they will be monitored; they may not survive. If the tree does not survive, they will replant for it. They will keep us posted.

**3. Approval of amendment to Construction Manager at Risk Contract with Davis Construction Corporation to award the construction and post-construction work, the Guaranteed Maximum Price for the Contract and Change Order #3, for City Hall Project - See Special Session Minutes for Item # 20-G-97.**

**4. Discussion of 4<sup>th</sup> of July event and other upcoming events – See Special Session Minutes for Item # 20-G-98.**

**5. Requests for/Status of Future Agenda Items**

- Mayor’s email requesting a letter to our federal representatives in support of HR 6175 - Kennedy/Rigg, 8-0, for consent.

**6. Mayor and Councilmember Comments**

- Councilmember Kennedy – thanks to those feeding the hungry
- Councilmember Brennan – glad to live in a city with such a great trail network.
- Councilmember Rigg – acknowledge national nurses week and national EMS week to thank the many dedicated public servants.
- Councilmember Day – Census, voting, staying safe.
- Councilmember Mitchell – A number you can call for the status of your stimulus check: 800-919-9835. Thank you to PW for beautiful sign in CP Woods.
- Councilmember Mackie – PGCMLS has a summer reading program for your children. June 6 begins Chesapeake Bay awareness week – to help the bay you can pick up trash.
- Dan Alpert - next week is Dan’s last week as Student Liaison. Formal announcement next week - Adam Rosenbaum as next Student Liaison. New Diamondback reporter Clara had never played monopoly before.
- Mayor Wojahn – Lake Artemesia is one-way. College Park Here & Now Newspaper will arrive in mailboxes each month. Reminder to vote. Participating in workgroup re: whether the UMD students should return in the fall. Hollywood and Paint Branch farmers market both open

**7. City Manager's Comments:** There is also a new sign in Sunnyside off Rhode Island.

**ADJOURN:** 9:46 p.m. Motion by Councilmember Rigg, second by Councilmember Kennedy. 8-0

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Janeen S. Miller  
City Clerk

Date  
Approved

**MINUTES**  
**Regular Meeting of the College Park City Council**  
**Tuesday, May 26, 2020**  
**7:30 p.m. – 9:29 p.m.**

**Due to the COVID-19 Pandemic, this was a virtual meeting**

**PRESENT:** Mayor Wojahn; Councilmembers Kabir, Kennedy, Brennan (arrived at 7:44 p.m.), Dennis, Day, Rigg, Mackie and Mitchell.

**ABSENT:** None.

**ALSO PRESENT:** Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen S. Miller, City Clerk; Suellen Ferguson, City Attorney; Gary Fields, Director of Finance; Terry Schum, Director of Planning; Steve Halpern, City Engineer; Dan Alpert, Student Liaison; Adam Rosenbaum, incoming Student Liaison.

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

**ANNOUNCEMENTS:**

Councilmember Kabir said the College Park Food Bank and Meals on Wheels need volunteers.

Councilmember Mackie said the Pregnancy Aid Center will take non-perishable food donations.

Councilmember Mitchell discussed the Primary Election on June 2, an incident in College Park Woods yesterday, and speeding in the neighborhood. She would like to see a plan to curb speeding.

Regarding the reopening of UMCP, Mr. Alpert said the UMD System Chancellor will release guidelines at end of this week, then each President will make determinations for their own campuses.

Ms. Nikhinson said she is returning as Deputy Student Liaison next year.

**CITY MANAGER'S REPORT:** Mr. Somers reported on the June public focus groups on the Strategic Plan; the City's COVID-19 page on website; gave a Census reminder; and reminded residents that the City's 4<sup>th</sup> of July event has been cancelled.

**FAREWELL:** Mayor Wojahn said farewell and thanks to Student Liaison Dan Alpert, whose term as the Student Liaison ends this month. Mr. Alpert has been elected to be the next SGA President. He also thanked Deputy Student Liaison Julia Nikhinson, who will return as DSL next semester.

**WELCOME:** Mayor Wojahn welcomed incoming Student Liaison Adam Rosenbaum

### **AMENDMENTS TO AND APPROVAL OF THE AGENDA**

1. A motion was made by Councilmember Rigg and seconded by Councilmember Day to move the Trolley Trail item (20-G-101) to the Consent Agenda. Motion passed 8-0.
2. A motion was made by Councilmember Rigg and seconded by Councilmember Mitchell to add a letter to our Congressional representatives regarding 21<sup>st</sup> century water infrastructure (the NLC letter). Item 20-G-103. Motion passed 8-0.
3. A motion was made by Councilmember Day and seconded by Councilmember Mitchell to add a letter to our Congressional representatives about University Communities. Item 20-G-104. Motion passed 8-0.
4. A motion was made by Councilmember Mitchell and seconded by Councilmember Day to remove the presentation about ClearGov from tonight's agenda. Motion passed 8-0.
5. A motion was made by Councilmember Mackie and seconded by Councilmember Mitchell to add a Chesapeake Bay Awareness Proclamation to tonight's agenda. The motion passed 8-0.
6. A motion was made by Councilmember Kabir and seconded by Councilmember Mitchell to add a letter to SHA MDOT to thank them for starting Phase 1 of the US 1 reconstruction project, and to request funding for Phases 2 and 3. Discussion. Staff to research status and report back. Table until next week.
7. Motion by Councilmember Kennedy and seconded by Councilmember Dennis to approve the agenda as amended. Motion passed 8-0.

**PROCLAMATION:** Mayor Wojahn read the proclamation for Chesapeake Bay Awareness week.

### **PUBLIC COMMENT ON CONSENT AGENDA AND NON-AGENDA ITEMS**

**David Gray, resident:** He wanted to clear up something he said last week regarding fee waivers for hotels: two of the hotels are already receiving Revitalization Tax Credits so it seems overly generous to also give them fee waivers. Regarding waiver of sign regulations, you need to be careful and consider problems that could occur if people think they could do whatever they want. Regarding the parking garage tenant: it appears that the City has failed to collect over \$110,000 in rent over the last 32 months. What's the story there?

### **CONSENT AGENDA:**

**A motion was made by Councilmember Dennis and seconded by Councilmember Mitchell to adopt the consent agenda, which consisted of the following:**

- 20-G-99** Approval of a letter of support for H.R. 6175, The REHAB Act.
- 20-G-100** Approval of minutes from the March 17, 2020 Worksession; the March 17, 2020 Special Session; the March 24, 2020 Regular Meeting.
- 20-G-101** Approval of an amendment to the contract with NZI Construction Corporation to construct the remaining section of the Trolley Trail between Berwyn Road and Rhode Island Avenue

- 20-R-14 Adoption of Resolution In Support Of Fair, Direct, Federal Emergency Support To Reopen And Rebuild Local American Economies.**
- 20-G-103 Letter to Congressional representatives re Water Now/NLC 21st century federal water infrastructure funding**
- 20-G-104 Letter to Congressional representatives calling for federal support for university communities**

**The motion passed 8-0.**

#### **ACTION ITEMS**

- 20-O-07 Adoption of Ordinance 20-O-07, an Ordinance of the Mayor and Council of the City of College Park, Maryland to adopt the Fiscal Year 2021 General Fund, Capital Projects Fund and Debt Service Fund budgets for the City of College Park.**

Mr. Fields addressed some comments we received. The budget document contains two parts: the spreadsheets for each fiscal year, and the ancillary information containing narratives. The ancillary information is not a statutory requirement and is not in the budget ordinance. The error that was pointed out was in the revenue narrative description. That information was correct on spreadsheet. Regarding Debt Service fund: It's not unusual for the information to change as new information comes in. The Debt Service fund is the fund where we account for the long-term debt of the City and payments are reflected there, but the funds are transferred over from the General Fund. The General Fund is responsible for paying the debt, not the Debt Service Fund.

**A motion was made by Councilmember Kennedy and seconded by Councilmember Dennis to adopt Ordinance 20-O-07, an Ordinance of the Mayor and Council of the City of College Park, Maryland to adopt the Fiscal Year 2021 General Fund, Capital Projects Fund and Debt Service Fund budgets for the City of College Park.**

Councilmember Kennedy said the City has done a good job of putting money away over the last several years which has enabled us to move forward with some of our projects right now.

Mayor Wojahn said that we have already held a public hearing on the budget so will take no further public comment at this time.

Councilmember Kabir said we are not changing the property tax rate – it is still \$.325 – but there have been some requests to reduce the tax rate. The additional revenue is most likely due to extra development added to our tax base. COVID-19 will have an impact. We will continue to assist the community in the next weeks and months.

**The motion carried 8-0.**

**20-G-102      Consideration of additional COVID-19 economic assistance related to the CARES Act**

Mr. Somers reviewed the staff report. The City has been allocated \$1.95M in funds from the federal CARES Act through the county. We think these programs can be reimbursed from this funding, but we will make sure. Mr. Somers reviewed:

1. Small Business Assistance Grants
2. Business Promotional Assistance: Provided for information only. Not ready to move forward tonight.
3. Emergency Financial Aid to Families
4. Additional funding for non-profits: Specifically, tonight the Council is requested to consider additional funding of \$20K each to CP Meals On Wheels and CP Community Food Bank.
5. Modified business assistance and façade improvement program: No match required.

Mr. Somers said we submitted our CARES Act plan to the County last Friday and will hear back in 30 days. We want our programs to sunset by December 1 so we can submit for reimbursement by December 15. We have not set up our internal processes yet.

Councilmember Kennedy said our eligibility criteria say a business is ineligible if they have received funding from the County; some businesses have applied for funds from the County but have not heard back. How will that be handled? Mr. Somers said we will check this out. Mayor Wojahn suggested speaking with David Iannucci.

Councilmember Brennan asked about emergency financial aid to families: We need objective criteria to identify a person in need. If someone is a dependent, but on paper it appears they are not receiving income, it should be explored further. We want the funds to get to people who need it, and not be seen as an entitlement. Mr. Somers said there would be a dual qualification – they have to show need and the necessity that a payment is due. The City will pay the vendor directly, not pay the resident. He is not sure how many applications we will get or how far the funds will stretch, so staff will check in frequently with Council.

Discussion of various eligibility criteria that could be used. Consider reaching out to the UMD Office of Financial Aid for ideas. Staff will research further.

**A motion was made by Councilmember Dennis and seconded by Councilmember Brennan to approve the COVID-19 economic assistance programs listed as numbers 1, 3, 4, and 5 in the staff report.**

**The motion carried 8-0.**

**20-O-08 Introduction of Ordinance 20-O-08, An Ordinance Of The Mayor And Council Of The City Of College Park Amending Chapter 110 “Fees And Penalties”, By Repealing And Reenacting §110-1 “Fees And Interests” And §110-2, “Penalties”; And Chapter 151, “Permit Parking”, By Repealing And Reenacting §151-2, “Petition Requirements”, §151-4 Issuance Of Permits And § 151-6 Return Of Parking Permits; Refund Of Permit Fee And Loss Of Refund For Failure To Return, To Delete The Annual And Bi-Annual Permit Parking Fee In Residential Zones**

Mr. Ryan said staff have discussed various improvements to our parking program over the years. Residential permit parking is the best way to relieve overcrowding of neighborhood streets, but some residents complain about having to pay to park on their street. This ordinance will eliminate residential permit parking fees, but not residential permit parking zones. The lost revenue is about \$25K per year.

Mr. Ryan said in the future, new license plate reader equipment will allow us to transition to parking permit registration and enforcement by license plate number rather than by hang tag, which will save the cost of buying and mailing plastic hang tags. We will also be introducing an online application and permit process in the future. All of this will reduce expenses by about \$18K.

Councilmember Kabir asked about the impact of these changes on staff workload. Mr. Ryan said staff will continue to enforce parking in the permit zones, and that using the LPR enabled cars will help to facilitate that enforcement. Councilmember Kabir asked staff to provide how much time is spent on enforcing the residential zones.

Councilmember Brennan asked about online registration. Mr. Ryan said he hopes the online program will be introduced in FY 21. He added that we will honor the FY ‘20 hang tag in the coming year until the transition to license plate permit registration. Ms. Ferguson added that this is spelled out in the ordinance.

Council asked staff to return at a future meeting to explain more about the cost of the entire permit parking program and the savings and/or additional costs associated with online registration for permits and the LPR enforcement software.

Councilmember Mackie pointed out that not everyone can do these things online and wants options presented at the time this is discussed. Mr. Ryan suggested they could register over the phone. Staff will also provide options for visitor parking permits when you weren’t expecting a visitor and didn’t have a chance to register the car online.

**A motion to introduce Ordinance 20-O-08 was made by Councilmember Brennan and seconded by Councilmember Day.**

Mayor Wojahn said the virtual Public Hearing will be held on June 9, 2020 at 7:30 p.m.

**GENERAL COMMENTS FROM THE AUDIENCE**

**David Gray, resident:** We should be informed when the income tax revenue is received since the tax deadline was extended. He discussed the Constant Yield and the triennial assessments. He said the bond number shouldn't change very much from one year to the next.

**Dan Alpert, resident:** He thanked Council and staff for their support over the last year and looks forward to working with us in his new role as SGA President.

**ADJOURN:** A motion was made by Councilmember Rigg and seconded by Councilmember Day to adjourn into a Closed Session to consult with Counsel to obtain legal advice and to consider a matter that concerns the proposal for a business to locate in the State. Mayor Wojahn said the Council will not return to public session after the Closed Session. With a vote of 8-0, the Regular Meeting was adjourned at 9:29.

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Janeen S. Miller	Date
City Clerk	Approved

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**CLOSED SESSION**  
**May 26, 2020**

Pursuant to the statutory authority of the Maryland Annotated Code, General Provisions Article, Section 3-305, the Mayor and Council met in a Closed Session after the meeting on May 26, 2020 for the following purposes: To consult with Counsel to obtain legal advice; To consider a matter that concerns the proposal for a business to locate in the State.

At 9:29 p.m., at the end of the regularly scheduled Council Meeting, a motion was made by Councilmember Rigg and seconded by Councilmember Day to enter into the closed session. The motion passed 8-0 and after a recess the City Council began the closed session at 9:35 p.m. Due to the COVID-19 Pandemic, this was a virtual meeting. Mayor Wojahn was the designated Open Meetings trainee.

The Mayor and all Councilmembers were present. In addition, the meeting was attended by City Manager Scott Somers, Assistant City Manager Bill Gardiner, City Clerk Janeen Miller, and City Attorney Suellen Ferguson.

The Mayor and Council discussed a lease agreement, the possibility of a business locating in the City, and received legal advice from the City Attorney on these matters. No action was taken.

**ADJOURN:** At 10:42 p.m., on a motion by Councilmember Brennan and seconded by Councilmember Day, and a vote of 8-0, the closed session was adjourned.

**WORKSESSION MINUTES**  
**College Park City Council**  
**Tuesday, June 2, 2020**  
**7:30 P.M. – 9:32 P.M.**

**Due to the COVID-19 Pandemic, this was a Virtual Meeting**

**PRESENT:** Mayor Wojahn; Councilmembers Kabir, Kennedy, Brennan, Dennis, Day, Mackie, and Mitchell.

**ABSENT:** Councilmember Rigg.

**ALSO PRESENT:** Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen S. Miller, City Clerk; Suellen Ferguson, City Attorney; Terry Schum, Director of Planning; Miriam Bader, Senior Planner; Adam Rosenbaum, Student Liaison.

Mayor Wojahn opened the Virtual Worksession at 7:30 p.m.

**CITY MANAGER’S REPORT:** Mr. Somers reported on the Strategic Plan focus groups; gave a census reminder; announced US 1 lane closures due to the SHA MDOT US 1 reconstruction project; said there would be no mosquito spraying this season due to state budget constraints; and announced that the College Park Woods Pool project kicked off this month.

**APPROVAL OF THE AGENDA:**

- A motion was made by Councilmember Kennedy and seconded by Councilmember Kabir to add a discussion of continuation of virtual meetings through the summer to the agenda. Motion passed 7-0.
- A motion was made by Councilmember Kennedy and seconded by Councilmember Day to add a Proclamation of Mourning and Lament for COVID-19 victims to the agenda. Motion passed 7-0.
- A motion was made by Councilmember Kabir and seconded by Councilmember Mitchell to add to next week’s agenda a Proclamation/Resolution regarding the homicide of George Floyd (Black Lives Matter). Motion passed 7-0.
- Motion to adopt the agenda as amended Councilmember Dennis/Councilmember Mitchell passed 7-0.

**1. Proclamations:**

- a. Mayor Wojahn read the Proclamation for “Wear Orange on June 5 for Gun Violence Awareness Day.”
- b. Mayor Wojahn read the Proclamation “To Recognize June 1, 2020 as a National Day of Mourning and Lament for those lost from COVID-19.”

## **2. Review of Detailed Site Plan for The Standard on Hartwick Road and discussion of the Declaration of Covenants:**

Ms. Schum said the City Council supported the Preliminary Plan with conditions on May 12. On May 14, the County Planning Board approved the application with all of the City's conditions. The Applicant intends to apply for a Revitalization Tax Credit. It will come back to Council when/if submitted.

Ms. Bader presented the staff report. The Planning Board date is June 25. The applicant is Landmark Properties, a student housing developer from Athens GA. The project is 9-10 stories mixed use with 951 beds/283 units and 6K square feet of retail. She reviewed the pocket park and the departures, waivers and modifications being requested. Staff recommends approval of the DSP with conditions, and approval of departures, as outlined in staff report.

Councilmember Brennan asked about the tree canopy departure. They are required to provide 8,059 sq. ft. of tree canopy but can only provide 5,030 sq. ft. due to site constraints, so they are requesting a partial waiver. He asked if they could purchase offsets instead? Ms. Schum said that option does not apply here, but we could negotiate this with the developer and include it in the Declaration of Covenants.

For the applicant: Eric Leath, Landmark Properties, and Chris Hatcher, Attorney: Mr. Leath said Landmark Properties is not just the developer, but also the contractor and owner. The site is currently a parking lot and an office building with no stormwater management or landscaping. Regarding the conditions: They agree with continuous expression line along Hartwick Road and will share that detail with Council next week. They have readjusted the building slightly to provide additional space for the new road, sidewalk and landscaping. Regarding the tree canopy: they will plant street trees in the right-of-way, not on their actual site. If you include those street trees, they would meet the requirement.

Councilmember Brennan said the reason that street trees aren't incorporated into that calculation is because they don't mature to canopy height. He would like to see continued discussion on this topic.

Mr. Hatcher discussed the issue of the NGBS vs. LEED rating system. They looked at what it would take to move the building from NGBS Bronze to NGBS Silver. They will move in that direction, but it comes with a cost. They have submitted their letter of intent to apply for a Revitalization Tax Credit. They have reviewed the conditions and the Declaration of Covenants (DOC) and agree with them in substance.

Discussion about the NGBS vs. LEED rating systems: The requirement for this location is LEED Silver. There is a requirement in the DOC for the applicant to prove up that NGBS Bronze is at least equivalent. We should have that information prior to approval next week. Then the tax credit application will come back in the future and it will rely on the equivalency. This is not determined until after the building is built and has to be proven up before the tax credit is paid. M-NCPPC staff will make the determination on equivalency.

Cindy Wasser, Home Innovations Research Lab, a certification lab that supports the home building industry and certifies the NGBS standards: She described the NGBS program and said some jurisdictions recognize NGBS as well as LEED. Discussion of the scorecards of LEED and NGBS: NGBS has different point requirements and requires minimums in each chapter. LEED is just a total. This makes NGBS more rigorous. LEED was designed for commercial use and wasn't a good fit for the residential. NGBS emerged from the need for something better suited for residential.

Councilmember Day said it would be helpful to see a comparison matrix of LEED vs. NGBS. Regarding the trees: He is more interested in the comparison of what was there before vs. what is planned for the new development. He supports asking if they can address that gap somewhere else in the City.

Councilmember Kabir would like to see the applicant address the loss of canopy somewhere in the City.

Continue to discuss the tree canopy and LEED v. NGBS in the coming week.

To agenda – Day.

**3. Discussion of a letter on Phases 2 and 3 of the US 1 reconstruction project:**

Mr. Gardiner reviewed staff report. There is no funding in the MDOT budget for Planning, Design and Engineering for the segments of US 1 north of 193. We have an opportunity now with the beginning of Phase 1 Construction to thank SHA and repeat our requests for Phases 2 and 3. The County Council also sends an annual letter to the state with their list of County priority projects. US 1 Reconstruction Phases 2 & 3 is currently 3<sup>rd</sup> out of 9 listed priorities for the County. We can also send a letter to the County.

Prepare both letters for approval next week. Consent.

**ADD: Discussion of meetings for the summer:**

Council discussed continuation of virtual meetings through the end of summer, and changing the August Worksession date back to Tuesday since National Night Out has been delayed.

To Consent next week: Postpone NNO to October (if feasible at that time), Change the October W/S date to Wednesday to accommodate NNO, and change the August Worksession date back to Tuesday.

**COUNCIL COMMENTS:**

Councilmember Kabir announced the resumption of the north College Park community/police meetings as a virtual meeting next Monday at 7:30. He added that a no-contact community clean up event is being planned.

Mayor Wojahn said he reached out to our COPS officers in light of death of George Floyd in Minneapolis. He said this could be an opportunity to have a discussion with the police about the concerns that people have about issues of racial bias in the police department.

Councilmember Kennedy discussed plans for the Hollywood Farmers Market.

Councilmember Dennis announced the resumption of Coffee Club via teleconference call beginning tomorrow. The dial in information is on City website calendar.

Councilmember Brennan supports a dialog about diversity, justice, and bias in local policing. He recognized local beautification efforts he sees in the community but said litter continues to be prevalent. He asked if we could create a litter map so interested residents know where they can pick up litter. He wants us to ask CSX to clean up the litter on their tracks. Mayor Wojahn mentioned "PGC litter track" on the County's website.

Councilmember Day extended condolences to John Rigg and his family on the loss of John's mother.

Councilmember Mitchell said the West College Park Civic Association will hold a town hall meeting tomorrow with the 21<sup>st</sup> delegation. She said the last few days have been very difficult for her thinking about the homicide of George Floyd and what is happening in this country today. She is tired of being tired of the continuous killing of our black men at the hands of the police. We need to have real conversations face-to-face.

Councilmember Mackie echoes these comments and hopes as a City we can do something to make a difference.

Mr. Rosenbaum echoed the sentiment about what is going on in the country. He is talking with the SGA about what they can do.

Mayor Wojahn said the events of the last few days is another stark reminder that racial bias still exists and the impact particularly in the African American community can be deadly. He wants to engage with the community and hear solutions and ideas about things we can be doing better. He invited people to come to us with ideas and suggestions. He said it is difficult to have a dialog during a pandemic but we can do it virtually. He encouraged people to participate in our Strategic Planning forums.

**ADJOURN:** At 9:32 p.m., a motion was made by Councilmember Brennan and seconded by Councilmember Mackie to adjourn the Worksession and enter into closed session. The motion passed 7-0.

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Janeen S. Miller	Date
City Clerk	Approved

# 20-G-120

Consideration for Prohibited  
Vehicle 9019 St. Andrews Pl

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

**AGENDA ITEM 20-G-120**



**Prepared By:** Jim Miller  
Parking Manager, Public Services

**Meeting Date:** July 14, 2020

**Presented By:** Bob Ryan  
Public Services Director

**Consent Agenda:** No

**Originating Department:** Public Services – Parking

**Action Requested:** Consider granting an exemption to a self-employed resident request to park a personally owned van on the street at 9019 St. Andrew’s Place.

**Strategic Plan Goal:** Strategic Plan Goal 1: One College Park

**Background/Justification:**

City Code section 184-8B establishes parking restrictions for certain types and sizes of vehicles. Council approval for an exemption in such cases is required to allow parking of these vehicles for a period longer than 24 hours.

City staff received a request from Mr. Stephen Lawrence, resident and property owner of 9019 St. Andrew’s Place, to park a personally owned van on the street in his neighborhood, and has subsequently requested that his vehicle be granted an exemption from the ‘Prohibited Vehicles’ ordinance.

To facilitate Council review of these types of requests, staff has developed an application process to present the necessary information in a standard format. A letter of request from the owner, along with supporting documentation is attached for review.

Furthermore, enforcement of this ordinance has been suspended in this matter, pending Council decision.

Lastly, the applicant has been advised that he may be requested to attend the regularly scheduled Council meeting to answer any questions that Council may have respective of this matter.

**Fiscal Impact:**

N/A

**Council Options:**

1. Grant the request
2. Deny the request
3. Table the request until additional information is obtained

**Staff Recommendation:**

Staff will take direction from Council.

**Recommended Motion:** N/A

**Attachments:**

1. Original letter of request from resident
2. Resident pictures of subject vehicle
3. Copy of City Code (Chapter 184-8B)

**CITY OF COLLEGE PARK  
APPLICATION FOR SPECIAL PARKING PERMIT  
& EXEMPTION TO PROHIBITED VEHICLE ORDINANCE**

Last Name: <b>LAURENCE</b>		First Name: <b>STEPHEN</b>		Middle Initial: <b>A</b>		Vehicle Information	
College Park Street Address: <b>9019 SAINT ANGELOUS PLACE</b>						Make: <b>Ford</b>	
Signature: <i>Stephen Laurence</i>						Model: <b>ECODVAN</b>	
Daytime Phone:	Evening Phone:	Fax:	E-mail:	Color: <b>WHITE</b>			
<b>301 346 3587</b>	—	—	<b>ANGELA.REALTOR@</b>	Number of wheels: <b>4</b>			

Complete this form in its entirety, attach a photocopy of the vehicle registration, a photo of the vehicle, and—if this is a company owned take-home vehicle—a letter from your employer. At the bottom of this form, please write a brief explanation as to why this exception to the Prohibited Vehicles ordinance is necessary.

Mail or email completed application and attachments to the Parking Enforcement Division at 4500 Knox Road College Park, MD 20740; email [fmiller@collegeparkmd.gov](mailto:fmiller@collegeparkmd.gov) or [ssoborn@collegeparkmd.gov](mailto:ssoborn@collegeparkmd.gov)

You will be notified of an upcoming Council work session, at which you will be required to appear before approval of your application may be made.

**My Vehicle Is:**

**Check One**

8,500 - 10,000 lbs     10,001 - 15,000 lbs     15,001 - 20,000 lbs     20,000+ lbs

**Check all that apply**

Stake Body     Utility Body     over 6-feet wide     over 21-feet long

Semi     Trailer/boat     Company Owned     Privately Owned

Camper/RV     Tow Truck     Box Truck     Dump Truck

I am requesting this special exemption to the Prohibited Vehicles ordinance because: (Briefly describe your need)

I AM A 15+ YEAR RESIDENT OF CPD. AS A 61 YEAR OLD GOLF PROPRITER ROOPER, I RELY ON MY WORK VAN TO PAY 100% OF MY BILLS. I CANNOT AFFORD TO GARAGE AND AM ASKING FOR CONSIDERATION. I AM DEALING WITH SOME HEALTH RELATED ISSUES AND AM NEARLY RETIREMENT NOT HAVING MY VAN, NOT BEING ABLE TO PARK AT MY RESIDENCE HAS THE POTENTIAL TO DEVASTATE ME. THERE ARE TIMES MY BODY IS SO SORE AND BLOWN DOWN THAT I ALMOST HAVE TO CRAWL INSIDE. PLEASE, HAVE MERCY ON AN AGING CITIZEN. THANK YOU.

Be sure to attach a photocopy of the registration, picture of the vehicle, and letter from employer authorizing take-home vehicle (if company owned)

Administrative Use Only		Initials	Date
1. Vehicle information verified by Parking Enforcement			
2. Temporary Approval/Suspend Enforcement until: _____ (date)			
3. Scheduled date for Council Work Session on: _____ (date)			
4. Can Council Approved <input type="checkbox"/> Yes <input type="checkbox"/> No			









City of College Park, MD  
Wednesday, June 13, 2018

## Chapter 184. Vehicles and Traffic

### Article II. Parking Regulations

#### § 184-8. Prohibited vehicles; permits required for certain vehicles.

[Amended 12-11-1979 by Ord. No. 79-O-6; 5-27-1980 by Ord. No. 80-O-6; 11-9-1983 by Ord. No. 83-O-11; 8-14-1991 by Ord. No. 91-O-21; 9-10-1991 by Ord. No. 91-O-22; 12-10-1991 by Ord. No. 91-O-24; 12-14-2010 by Ord. No. 10-O-09; 2-22-2011 by Ord. No. 11-O-01]

- A. It shall be unlawful to park or leave standing, between the hours of 8:00 p.m. and 6:00 a.m., any recreational vehicle, boat, boat trailer, or any type of trailer, or any special mobile equipment, as defined in § 11-159 of the Transportation Article of the Annotated Code of Maryland, upon any public street in a residential zone within the corporate limits of the City of College Park, unless an oral or written permit for the same shall have been obtained from the City Manager. Such permit shall be issued only for good cause and for a period not to exceed 24 hours, unless a written permit for a longer period shall have been granted by action of the Mayor and Council, and such permit shall be granted only for good cause.
- B. Parking restrictions for certain vehicles.
- (1) Within the corporate limits of the City, it shall be unlawful to park or leave standing the following vehicles at any time upon any public street in a residential zone, and between the hours of 8:00 p.m. and 6:00 a.m. on each day of the week on any other public street:
    - (a) Any vehicle exceeding 21 feet in length or six feet in width that is used for commercial purposes;
    - (b) Any vehicle exceeding a manufacturer's gross vehicle weight specification of 8,500 pounds;
    - (c) Vehicles exceeding 300 cubic feet of load space, and any stake platform trucks, dump trucks, crane or tow trucks.
  - (2) This subsection shall not apply to vehicles while actually loading or unloading, or to vehicles which are in the course of a commercial purpose and do not park for more than a two-hour period.
  - (3)

Permission to park a prohibited vehicle, or to extend the time for parking, may be obtained by means of an oral or written permit from the City Manager. Such permit shall be issued only for good cause and for a period not to exceed 24 hours, unless a written permit for a longer period shall have been granted by action of the Mayor and Council, and such permit shall be granted only for good cause.

- C. Any vehicle which is parked in violation of this section shall be subject to being towed from such street and impounded after it has been parked for a twenty-four-hour period. The impoundment of the vehicle shall be done pursuant to § 184-31 et seq. of this chapter.
- D. Any person issued a citation for a violation of this section shall be subject to a fine as set forth in Chapter 110, Fees and Penalties.

# 20-G-121

Consideration for Prohibited  
Vehicle 5106 Berwyn Rd

CITY OF COLLEGE PARK, MARYLAND  
REGULAR COUNCIL MEETING

AGENDA ITEM 20-G-121



**Prepared By:** Jim Miller  
Parking Manager, Public Services

**Meeting Date:** July 14, 2020

**Presented By:** Bob Ryan  
Public Services Director

**Consent Agenda:** No

**Originating Department:** Public Services – Parking

**Action Requested:** Consider granting an exemption to a self-employed resident request to park a personally owned van on the street at 5106 Berwyn Road.

**Strategic Plan Goal:** Strategic Plan Goal 1: One College Park

**Background/Justification:**

City Code section 184-8B establishes parking restrictions for certain types and sizes of vehicles. Council approval for an exemption in such cases is required to allow parking of these vehicles for a period longer than 24 hours.

City staff received a request from Mr. Felipe Urquilla, resident and property owner of 5106 Berwyn Road, to park a personally owned van on the street in his neighborhood, and has subsequently requested that his vehicle be granted an exemption from the 'Prohibited Vehicles' ordinance.

To facilitate Council review of these types of requests, staff has developed an application process to present the necessary information in a standard format. A letter of request from the owner, along with supporting documentation is attached for review.

Furthermore, enforcement of this ordinance has been suspended in this matter, pending Council decision. Lastly, the applicant has been advised that he may be requested to attend the regularly scheduled Council meeting to answer any questions that Council may have respective of this matter.

**Fiscal Impact:**

N/A

**Council Options:**

1. Grant the request
2. Deny the request
3. Table the request until additional information is obtained

**Staff Recommendation:**

Staff will take direction from Council.

**Recommended Motion:** N/A

**Attachments:**

1. Original letter of request from resident
2. Resident pictures of subject vehicle
3. Copy of City Code (Chapter 184-8B)

**CITY OF COLLEGE PARK  
APPLICATION FOR SPECIAL PARKING PERMIT  
& EXEMPTION TO PROHIBITED VEHICLE ORDINANCE**

Last Name: URQUILLA		First Name: Felipe		Middle Initial: D.J.	Vehicle Information	
College Park Street Address: 5106 Berwyn Rd						
Signature: <i>[Signature]</i>					Model: Vn	
Daytime Phone: 301-674-3784	Evening Phone:	Fax:	E-mail: felipedj@msn.com		Color: WHITE	
					Number of wheels: 4	

Complete this form in its entirety, attach a photocopy of the vehicle registration, a photo of the vehicle, and—if this is a company owned take-home vehicle—a letter from your employer. At the bottom of this form, please write a brief explanation as to why this exception to the Prohibited Vehicles ordinance is necessary.

Mail or email completed application and attachments to the Parking Enforcement Division at 4500 Knox Road College Park, MD 20740; email [jmiller@collegeparkmd.gov](mailto:jmiller@collegeparkmd.gov) or [sosborn@collegeparkmd.gov](mailto:sosborn@collegeparkmd.gov)

You will be notified of an upcoming Council work session, at which you will be required to appear before approval of your application may be made.

**My Vehicle Is:**

Check all that apply

Check One

- |  |  |                                     |                                       |   |   |
|--|--|-------------------------------------|---------------------------------------|---|---|
| <input checked="" type="checkbox"/> 8,500 - 10,000 lbs | <input type="checkbox"/> 10,001 - 15,000 lbs | <input type="checkbox"/> Stake Body | <input type="checkbox"/> Utility Body | <input type="checkbox"/> over 6-feet wide | <input type="checkbox"/> over 21-feet long          |
| <input type="checkbox"/> 15,001 - 20,000 lbs           | <input type="checkbox"/> 20,000+ lbs         | <input type="checkbox"/> Semi       | <input type="checkbox"/> Trailer/boat | <input type="checkbox"/> Company Owned    | <input checked="" type="checkbox"/> Privately Owned |
|  |  | <input type="checkbox"/> Camper/RV  | <input type="checkbox"/> Tow Truck    | <input type="checkbox"/> Box Truck        | <input type="checkbox"/> Dump Truck                 |

I am requesting this special exemption to the Prohibited Vehicles ordinance because: (Briefly describe your need)

I have lived in this home for 30 years, during these 30 years I have used this same style of van for my business, Felipe Construction Inc. I try to park one van in my rear drive way and leave the other one on the Street to leave my drive way available for my wife & kids because by the time they get home from work and school the street parking is all taken up.

Be sure to attach a photocopy of the registration, picture of the vehicle, and letter from employer authorizing take-home vehicle (if company owned).

Administrative Use Only	Initials	Date
1. Vehicle information verified by Parking Enforcement		
2. Temporary Approval/Suspend Enforcement until: _____ (date)		
3. Scheduled date for Council Work Session on: _____ (date)		



**CITY OF COLLEGE PARK  
APPLICATION FOR SPECIAL PARKING PERMIT  
& EXEMPTION TO PROHIBITED VEHICLE ORDINANCE**

Last Name: <b>Urquilla</b>		First Name: <b>Felipe</b>		Middle Initial: <b>D. J.</b>		Vehicle Information	
College Park Street Address: <b>5106 Berwyn Rd</b>							
Signature: <i>[Signature]</i>						Model: <b>VN</b>	
Daytime Phone: <b>301 674 3784</b>		Evening Phone: <b>=</b>		Fax:		Color: <b>White</b>	
E-mail: <b>felipedj@msn.com</b>						Number of wheels: <b>4</b>	

Complete this form in its entirety, attach a photocopy of the vehicle registration, a photo of the vehicle, and—if this is a company owned take-home vehicle—a letter from your employer. At the bottom of this form, please write a brief explanation as to why this exception to the Prohibited Vehicles ordinance is necessary.

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You will be notified of an upcoming Council work session, at which you will be required to appear before approval of your application may be made.

**My Vehicle Is:**

<b>Check One</b>		<b>Check all that apply</b>					
<input checked="" type="checkbox"/> 8,500 - 10,000 lbs	<input type="checkbox"/> 10,001 - 15,000 lbs	<input type="checkbox"/> Stake Body	<input type="checkbox"/> Utility Body	<input type="checkbox"/> over 6-feet wide	<input type="checkbox"/> over 21-feet long		
<input type="checkbox"/> 15,001 - 20,000 lbs	<input type="checkbox"/> 20,000+ lbs	<input type="checkbox"/> Semi	<input type="checkbox"/> Trailer/boat	<input type="checkbox"/> Company Owned	<input checked="" type="checkbox"/> Privately Owned		
		<input type="checkbox"/> Camper/RV	<input type="checkbox"/> Tow Truck	<input type="checkbox"/> Box Truck	<input type="checkbox"/> Dump Truck		

I am requesting this special exemption to the Prohibited Vehicles ordinance because: (Briefly describe your need)

I use this van as my work car. since i've lived in this home (30 years) i've used this style of van for my business Felipe Construction Inc. I try to park one in my rear driveway and I leave one on the street to leave my front driveway available for my wife and kids because by the time they get home from school and work the street parking is taken up by students.

Be sure to attach a photocopy of the registration, picture of the vehicle, and letter from employer authorizing take-home vehicle (if company owned).

Administrative Use Only	Initials	Date
1. Vehicle information verified by Parking Enforcement		
2. Temporary Approval/Suspend Enforcement until: _____ (date)		
3. Scheduled date for Council Work Session on: _____ (date)		
4. City Council Approved <input type="checkbox"/> Yes <input type="checkbox"/> No		



*City of College Park, MD  
Wednesday, June 13, 2018*

## Chapter 184. Vehicles and Traffic

### Article II. Parking Regulations

#### § 184-8. Prohibited vehicles; permits required for certain vehicles.

[Amended 12-11-1979 by Ord. No. 79-O-6; 5-27-1980 by Ord. No. 80-O-6; 11-9-1983 by Ord. No. 83-O-11; 8-14-1991 by Ord. No. 91-O-21; 9-10-1991 by Ord. No. 91-O-22; 12-10-1991 by Ord. No. 91-O-24; 12-14-2010 by Ord. No. 10-O-09; 2-22-2011 by Ord. No. 11-O-01]

- A. It shall be unlawful to park or leave standing, between the hours of 8:00 p.m. and 6:00 a.m., any recreational vehicle, boat, boat trailer, or any type of trailer, or any special mobile equipment, as defined in § 11-159 of the Transportation Article of the Annotated Code of Maryland, upon any public street in a residential zone within the corporate limits of the City of College Park, unless an oral or written permit for the same shall have been obtained from the City Manager. Such permit shall be issued only for good cause and for a period not to exceed 24 hours, unless a written permit for a longer period shall have been granted by action of the Mayor and Council, and such permit shall be granted only for good cause.
- B. Parking restrictions for certain vehicles.
- (1) Within the corporate limits of the City, it shall be unlawful to park or leave standing the following vehicles at any time upon any public street in a residential zone, and between the hours of 8:00 p.m. and 6:00 a.m. on each day of the week on any other public street:
    - (a) Any vehicle exceeding 21 feet in length or six feet in width that is used for commercial purposes;
    - (b) Any vehicle exceeding a manufacturer's gross vehicle weight specification of 8,500 pounds;
    - (c) Vehicles exceeding 300 cubic feet of load space, and any stake platform trucks, dump trucks, crane or tow trucks.
  - (2) This subsection shall not apply to vehicles while actually loading or unloading, or to vehicles which are in the course of a commercial purpose and do not park for more than a two-hour period.
  - (3)

Permission to park a prohibited vehicle, or to extend the time for parking, may be obtained by means of an oral or written permit from the City Manager. Such permit shall be issued only for good cause and for a period not to exceed 24 hours, unless a written permit for a longer period shall have been granted by action of the Mayor and Council, and such permit shall be granted only for good cause.

- C. Any vehicle which is parked in violation of this section shall be subject to being towed from such street and impounded after it has been parked for a twenty-four-hour period. The impoundment of the vehicle shall be done pursuant to § 184-31 et seq. of this chapter.
- D. Any person issued a citation for a violation of this section shall be subject to a fine as set forth in Chapter 110, Fees and Penalties.

# 20-G-122

Consideration for Prohibited  
Vehicle 9207 Davidson St



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

**AGENDA ITEM 20-G-122**

**Prepared By:** Jim Miller  
Parking Manager, Public Services

**Meeting Date:** July 14, 2020

**Presented By:** Bob Ryan  
Public Services Director

**Consent Agenda:** No

**Originating Department:** Public Services – Parking

**Action Requested:** Consider granting an exemption to a resident request to park a company van on the street at 9207 Davidson Street.

**Strategic Plan Goal:** Strategic Plan Goal 1: One College Park

**Background/Justification:**

City Code section 184-8B establishes parking restrictions for certain types and sizes of vehicles. Council approval for an exemption in such cases is required to allow parking of these vehicles for a period longer than 24 hours.

City staff recently received a request from Mr. Eric J. Brown, resident of 9207 Davidson Street, to park a company van on the street in his neighborhood, and has subsequently requested that his vehicle be granted an exemption from the 'Prohibited Vehicles' ordinance.

To facilitate Council review of these types of requests, staff has developed an application process to present the necessary information in a standard format. A letter of request from the vehicle operator, along with supporting documentation is attached for review.

Furthermore, enforcement of this ordinance has been suspended in this matter, pending Council decision.

Lastly, the applicant has been advised that he may be requested to attend the regularly scheduled Council meeting to answer any questions that Council may have respective of this matter.

**Fiscal Impact:**

N/A

**Council Options:**

1. Grant the request
2. Deny the request
3. Table the request until additional information is obtained

**Staff Recommendation:**

Staff will take direction from Council.

**Recommended Motion:** N/A

**Attachments:**

1. Original letter of request from resident
2. Resident pictures of subject vehicle
3. Letter from employer
4. Copy of City Code (Chapter 184-8B)

**CITY OF COLLEGE PARK  
APPLICATION FOR SPECIAL PARKING PERMIT  
& EXEMPTION TO PROHIBITED VEHICLE ORDINANCE**

Last Name: <b>Brown</b>		First Name: <b>Eric</b>		Middle Initial: <b>J.</b>	Vehicle Information	
College Park Street Address: <b>9207 Davidson St. College Park</b>						
Signature: <i>Eric J. Brown</i>					Model: <b>Express</b>	
Daytime Phone: <b>240 7131144</b>		Evening Phone:		Fax:	Color: <b>white</b>	
E-mail: <b>EB8301.EB@61111.com</b>					Number of wheels: <b>4 wheels</b>	

Complete this form in its entirety, attach a photocopy of the vehicle registration, a photo of the vehicle, and—if this is a company owned take-home vehicle—a letter from your employer. At the bottom of this form, please write a brief explanation as to why this exception to the Prohibited Vehicles ordinance is necessary.

Mail or email completed application and attachments to the Parking Enforcement Division at 4500 Knox Road College Park, MD 20740; email [jmiller@collegeparkmd.gov](mailto:jmiller@collegeparkmd.gov) or [sosborn@collegeparkmd.gov](mailto:sosborn@collegeparkmd.gov)

You will be notified of an upcoming Council work session, at which you will be required to appear before approval of your application may be made.

**My Vehicle Is:**

**Check all that apply**

<input checked="" type="checkbox"/> Stake Body	<input type="checkbox"/> Utility Body	<input type="checkbox"/> over 6-feet wide	<input type="checkbox"/> over 21-feet long
<input checked="" type="checkbox"/> 8,500 - 10,000 lbs	<input type="checkbox"/> 10,001 - 15,000 lbs	<input type="checkbox"/> Semi	<input type="checkbox"/> Trailer/boat
<input type="checkbox"/> 15,001 - 20,000 lbs	<input type="checkbox"/> 20,000+ lbs	<input type="checkbox"/> Camper/RV	<input type="checkbox"/> Tow Truck
<input checked="" type="checkbox"/> Company Owned	<input type="checkbox"/> Privately Owned	<input type="checkbox"/> Box Truck	<input type="checkbox"/> Dump Truck

**Check One**

I am requesting this special exemption to the Prohibited Vehicles ordinance because: (Briefly describe your need)

The company I work for (Heil) Plumbing provides 24hour emergency service and therefore is a requirement that I take the vehicle home.

Be sure to attach a photocopy of the registration, picture of the vehicle, and letter from employer authorizing take-home vehicle (if company owned).

Administrative Use Only	Initials	Date
1. Vehicle information verified by Parking Enforcement		
2. Temporary Approval: Suspend Enforcement until: _____ (date)		
3. Scheduled date for Council Work Session on: _____ (date)		
4. City Council Approved <input type="checkbox"/> Yes <input type="checkbox"/> No		



**JOSEPH HEIL COMPANY, INC**  
8177 Mission Rd, Jessup, MD 20794  
P: 410-799-7727 F: 410-799-8368

June 10, 2020

To Whom It May Concern,

This letter is to acknowledge that **Mr. Eric Brown** is employed by Heil Plumbing. Mr. Brown has been issued a Heil Plumbing truck with license plate 8DX0097. He uses the company vehicle to provide 24-hour emergency service and will need to park at his place of residence. Attached you will find the completed application for Special Parking Permit.

Please contact us at 410-799-7727 if you have any further questions regarding this matter.

Kind regards,

A handwritten signature in black ink that reads "Janeen D. Joines".

Janeen D. Joines  
Office Manager  
Joseph Heil Company, Inc.

MD #6428 ~ BALT CO. #9866 ~ WSSC #243 ~ AA #A2 00936

8:44 PM Fri Jun 5

facebook.com

68%





*City of College Park, MD  
Wednesday, June 13, 2018*

## Chapter 184. Vehicles and Traffic

### Article II. Parking Regulations

#### § 184-8. Prohibited vehicles; permits required for certain vehicles.

[Amended 12-11-1979 by Ord. No. 79-O-6; 5-27-1980 by Ord. No. 80-O-6; 11-9-1983 by Ord. No. 83-O-11; 8-14-1991 by Ord. No. 91-O-21; 9-10-1991 by Ord. No. 91-O-22; 12-10-1991 by Ord. No. 91-O-24; 12-14-2010 by Ord. No. 10-O-09; 2-22-2011 by Ord. No. 11-O-01]

- A. It shall be unlawful to park or leave standing, between the hours of 8:00 p.m. and 6:00 a.m., any recreational vehicle, boat, boat trailer, or any type of trailer, or any special mobile equipment, as defined in § 11-159 of the Transportation Article of the Annotated Code of Maryland, upon any public street in a residential zone within the corporate limits of the City of College Park, unless an oral or written permit for the same shall have been obtained from the City Manager. Such permit shall be issued only for good cause and for a period not to exceed 24 hours, unless a written permit for a longer period shall have been granted by action of the Mayor and Council, and such permit shall be granted only for good cause.
- B. Parking restrictions for certain vehicles.
- (1) Within the corporate limits of the City, it shall be unlawful to park or leave standing the following vehicles at any time upon any public street in a residential zone, and between the hours of 8:00 p.m. and 6:00 a.m. on each day of the week on any other public street:
    - (a) Any vehicle exceeding 21 feet in length or six feet in width that is used for commercial purposes;
    - (b) Any vehicle exceeding a manufacturer's gross vehicle weight specification of 8,500 pounds;
    - (c) Vehicles exceeding 300 cubic feet of load space, and any stake platform trucks, dump trucks, crane or tow trucks.
  - (2) This subsection shall not apply to vehicles while actually loading or unloading, or to vehicles which are in the course of a commercial purpose and do not park for more than a two-hour period.
  - (3)

Permission to park a prohibited vehicle, or to extend the time for parking, may be obtained by means of an oral or written permit from the City Manager. Such permit shall be issued only for good cause and for a period not to exceed 24 hours, unless a written permit for a longer period shall have been granted by action of the Mayor and Council, and such permit shall be granted only for good cause.

- C. Any vehicle which is parked in violation of this section shall be subject to being towed from such street and impounded after it has been parked for a twenty-four-hour period. The impoundment of the vehicle shall be done pursuant to § 184-31 et seq. of this chapter.
- D. Any person issued a citation for a violation of this section shall be subject to a fine as set forth in Chapter 110, Fees and Penalties.

# 20-G-127

Detailed Site Plan 19042,  
Branchville Gardens

CITY OF COLLEGE PARK, MARYLAND  
REGULAR COUNCIL AGENDA ITEM



AGENDA ITEM NUMBER 20-G-127

**Prepared By:** Miriam Bader, Senior Planner

**Meeting Date:** July 14, 2020

**Presented By:** Miriam Bader, Senior Planner  
Terry Schum, Planning Director

**Proposed Consent Agenda:** No

**Originating Department:** Planning, Community and Economic Development

**Action Requested:** Approval of DSP-19042 for Branchville Gardens with Conditions

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

**Background/Justification/Recommendation:**

The Applicant (Cruz Development Corporation) is requesting Detailed Site Plan (DSP) review for property located on the north side of Branchville Road, west of its intersection with University Boulevard and Rhode Island Avenue. The purpose of the DSP is to construct a 7-story, 81-unit apartment building with 130 parking spaces (35 surface and 95 structured). The proposed density is 37 dwelling units per acre. This project is proposed to be affordable housing financed with bonds from the State Department of Housing and Community Development. Residents will need to meet income eligibility requirements. The Planning Board is scheduled to hear the DSP on July 23rd.

Since the Worksession on July 7th, City staff has met with the Applicant and a representative of the Branchville Volunteer Fire Department to develop mutually agreeable conditions. The revised conditions are attached.

**Fiscal Impact:**

The project provides development to an undeveloped site which will generate an increase in City property taxes.

**Council Options:**

1. Recommend approval of DSP-19042 with conditions and Declaration of Covenants per City Staff Report.
2. Recommend approval with different conditions.
3. Recommend disapproval.

**Staff Recommendation:**

#1

**Motion:**

*I move that the City Council recommend approval of Detailed Site Plan 19042 with conditions, in accordance with the staff recommendation and the Declaration of Covenants, in substantially the form attached.*

**Attachments:**

1. Revised Conditions dated July 10, 2020.
2. Declaration of Covenants.

ATTACHMENT 1

Revised Conditions  
DSP-19042  
Branchville Gardens  
4810 Branchville Road

RECOMMENDATION

Staff recommends approval of DSP-19042 with conditions as follows:

1. Prior to certification of the Detailed Site Plan, the Applicant shall:
  - a. Install a 5-foot wide sidewalk on the east side of 49<sup>th</sup> Avenue along Branchville Road to include the Parcel 91 frontage. The sidewalk shall be installed at the property line along Parcel A and within a public access easement to the City not to exceed 5 feet along Parcel 91. A crosswalk shall be provided at the eastern terminus of the sidewalk across Branchville Road. A section of the sidewalk, across from the fire station, shall be constructed of heavy-duty concrete, to accommodate fire truck turning movements within the City right-of-way and easement area. The depressed curb area shall remain. Plans shall be submitted and approved by the City Engineer prior to construction.
  - b. Provide recycling facilities in the trash room and additional washers and dryers in the laundry room.
  - c. Submit a lighting photometric plan.
  - d. Provide a raised crosswalk across the driveway at the entry to the lower level garage.
  - e. Provide at least one electric car-charging space, one car-sharing space and designate an area of surface parking for visitor parking.
  - f. Provide a no left-turn sign at the western corner of the driveway as you exit on to Branchville Road.
2. Prior to certification of the Detailed Site Plan, the Applicant shall revise the Architectural Plans to:
  - a. Provide a detailed drawing showing a more prominent front entrance and plaza area around the circular drive. Curbs shall be flush and additional seating provided.
  - b. Provide a detail of the parking garage window screening.
3. Prior to certification of the Detailed Site Plan, the Applicant shall revise the Landscape Plans to:
  - a. Erect a 6-foot high fence along the entire western boundary line.
  - b. Provide a pedestrian trail constructed of crushed stone in the area of the eastern stormwater management facility. Include seating, trash receptacles, and pet waste disposal stands.
  - c. Correct Tree Canopy Coverage Schedule from 10% to 15% and total square footage required from 8799 square feet to 13,199 square feet.

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- d. Provide ornamental trees within the landscape strip along the Branchville Road right-of-way west of 49<sup>th</sup> Avenue.
- 4. Prior to Planning Board approval, execute a Declaration of Covenants Agreement with the City that includes, at a minimum, the following provisions:
  - a. PILOT to City if the property becomes tax exempt.
  - b. Unitary management and condominium conversion requirements.
  - c. Provision of an outdoor public art feature ~~along Branchville Road frontage~~, which can be matched by City funds (up to \$15,000).
  - d. ~~Construction of a 5-foot wide sidewalk east of 49<sup>th</sup> Avenue and provide a public access easement to the City as needed. This shall be in conformance with Condition 1.a.~~
  - e. Provide ornamental trees within the landscape strip along the Branchville Road right-of-way west of 49<sup>th</sup> Avenue.
  - f. Provide a pedestrian trail in the area of the eastern stormwater management facility. Include seating, trash receptacles, and pet waste disposal stands.

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**Deleted:** Continue the 5-foot wide sidewalk on Branchville Road along the property frontage including Parcel 91 and provide a public access easement to the City, if needed. A section of the sidewalk, across from the fire station, shall be constructed of heavy-duty concrete behind a depressed curb, to accommodate fire truck turning movements within the City right-of-way. Plans shall be submitted and approved by the City Engineer. ¶

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**DECLARATION OF COVENANTS AND AGREEMENT**  
**REGARDING LAND USE**

THIS DECLARATION OF COVENANTS AND AGREEMENT REGARDING LAND USE (“Agreement”), is effective the \_\_\_\_\_ day of July, 2020 by and between CRUZ DEVELOPMENT CORPORATION , a corporation existing under the laws of the State of Massachusetts, and its successor and assigns (“Cruz”) and the CITY OF COLLEGE PARK (the “City”) a municipal corporation of the State of Maryland.

WHEREAS, Cruz is the owner of certain real property in the City located on the north side of Branchville Road, west of its intersection with MD 193 (University Boulevard) and Rhode Island Avenue, that is triangular-shaped, 2.2-acres and consists of two parcels: Parcel A, containing 2.0199 acres, zoned R-10, and Parcel 91, containing 0.1801 acres (7,846 square feet) (“Property”) zoned O-S (Open-Space). The Detailed Site Plan No. DSP-19042 (“DSP”) that has been filed for this Property only involves Parcel A, although Parcel 91 contains part of the eastern stormwater management facility, and

WHEREAS, Cruz has proposed a seven-story (66-foot high), 81-unit apartment building with 130 parking spaces (35 surface and 95 structured). The proposed density is 37 dwelling units per acre. The bedroom breakdown is 20-one bedrooms, 56-two bedrooms, and 5-three bedrooms (“Project”). This Project is proposed as affordable housing financed with bonds from the State Department of Housing and Community Development; and

WHEREAS, Cruz has asked the City to recommend approval of Detailed Site Plan No. DSP-19042 (“DSP”) for the Project to the Prince George’s County Planning Board (“Planning Board”) and the District Council for Prince George’s County, Maryland; and

WHEREAS, the City has agreed to make said recommendation, upon certain conditions,

which shall be executed by Cruz in the form of this Agreement and certain dedications and easements, as set forth below, which covenants run with the land.

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

1. The recitals set forth above as well as the foregoing “NOW, THEREFORE,” are incorporated herein as operative provisions of this Agreement.
2. In the event that the Property is developed and subsequently sold to any non-taxable entity, so that the Property is no longer subject to real property taxes, the entity(ies) purchasing the Property or any part thereof, and each of them (and any successors or assigns), shall be liable to make an annual payment in perpetuity to the City, in an amount each year equal to the annual City real property taxes that would be payable on the Property and any improvements for that tax year (“PILOT”), based on the then assessed value and accounting for any approved tax credit or reduction, it being the intent of the parties that the City not be deprived of this income regardless of the tax status of any owner. The obligation contained in this paragraph shall run with the land. Anything to the contrary notwithstanding, the obligation set forth in this paragraph shall terminate as to Cruz and to a Subsequent Owner upon the sale of the Property by Cruz or a it to an arms-length third party purchaser, provided the Properties are subject to City real property taxes or a PILOT immediately following such sale. A prior

owner shall not be liable for a subsequent owner's failure to pay real property taxes or amounts due under a PILOT obligation of the subsequent Owner.

Further, the requirement set forth herein shall not apply in the event the entire Property is obtained by any non-taxable entity via the process of a right-of-way dedication, eminent domain, and/or condemnation. If only a portion of the Property is acquired by a non-taxable entity by right-of-way dedication, eminent domain or condemnation, the amount payable to the City under this paragraph shall be reduced proportionately by the ratio that the assessed value of the portion of the Property dedicated or conveyed bears to the assessed value of the Property as a whole.

Cruz, its successors and assigns, shall notify the City in writing upon the closing of any sale to a third-party purchaser, or upon receipt of legal process instituting any action of eminent domain, termination, foreclosure or condemnation, or upon demand or request for dedication.

3. Prior to final plat, Cruz shall show on the Detailed Site Plan:

A. The continuation of the 5-foot wide sidewalk on Branchville Road along the entire eastern property frontage, including Parcel 91, and Cruz, and its heirs, successors and assigns shall provide a public use access easement to the City, if needed, to accommodate the sidewalk. A section of the sidewalk, across from the fire station, shall be constructed of heavy-duty concrete behind a depressed curb, to accommodate fire truck turning movements within the City right-of-way. Plans shall be submitted and approved by the City Engineer; and

B. A pedestrian trail around the perimeter of the eastern stormwater management facility, to include seating, trash receptacles, and pet waste disposal stands, for residents of the development to access and use.

The easement agreement referenced in this section shall be acceptable to the City, and recorded by Cruz in the land records for Prince George's County, Maryland. The liber/folio reference for the recordation as well as the location and extent of the easement shall be reflected on the final plat.

4. Prior to issuance of the first use and occupancy permit, Cruz shall provide and plant ornamental trees within the landscape strip along the Branchville Road right-of-way west of 49<sup>th</sup> Avenue. The number and type of trees are subject to City approval. The City will maintain the trees once planted.

5. Cruz will not sell any of the multi-family apartment units separately from the remaining multi-family apartment units, except in accordance with applicable law. This provision shall preclude neither the sale of a whole building(s) containing multi-family apartment units nor the sale of non-residential condominium units or commercial condominium units to another entity, nor the sale of interests in the owning entity in connection with a joint venture. When all or a portion of the Property not part of a condominium regime is operated as a rental facility, in order to ensure high quality unitary management, said units shall be managed by Cruz or its affiliates, or in the alternative, by a reputable professional management agent having experience managing multifamily rental properties that manages at least 5,000 residential apartments. Any decision to discontinue such required professional property management or management by Cruz or its affiliates shall require the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

6. Cruz shall work with the City to install a public art feature on the exterior of the

Property. The parties will develop an acceptable design and the City will provide up to \$15,000 as a dollar-for-dollar match toward the cost of the art feature. The City's matching payment shall be delivered to Cruz prior to the commencement of work for the installation of the art feature. Installation of the art feature shall commence no later than one year from the later to occur of (i) issuance of the final Use and Occupancy permit for the Project or (ii) Cruz's receipt of matching payment from the City. The parties hereto can agree to extend the timeframe for installation of the art feature by a document in writing signed by both parties, and a formal amendment of this Agreement shall not be required.

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

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

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

provision of this Agreement and/or for violation of any provision of this Agreement shall reimburse the prevailing party for all reasonable costs of the proceeding including reasonable attorneys' fees.

10. Neither any failure nor any delay on the part of the City or Cruz 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.

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

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

If to Cruz:

with a copy to:

If to the City:

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

13. Except as provided in Paragraph 6, this Agreement may not be amended or modified except in writing executed by all parties hereto, and no waiver of any provision or consent hereunder shall be effective unless executed in writing by the waiving or consenting party. The provisions of this Agreement shall be deemed severable, so that if any provision hereof is declared invalid, all other provisions of this Agreement shall continue in full force and effect.

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

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

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

17. This Property shall be held, conveyed, encumbered, sold, leased, rented, used, and/or occupied subject to the terms and provisions of this Agreement, provided the Property is developed pursuant to the approvals set forth in the DSP as such plan may be amended in accordance with Paragraph 22, which shall run with the ground lease. Each person accepting a deed, lease or other instrument conveying any interest in the Property shall be bound by the terms of this Agreement whether or not the same is incorporated or referred to in such deed, lease or instrument and this Agreement is hereby incorporated by reference in any deed or other conveyance of all or any portion of each person's interest in any real property subject

hereto.

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

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

IN WITNESS WHEREOF, the parties have caused these presents to be executed and delivered.

WITNESS/ATTEST:

CRUZ DEVELOPMENT CORPORATION

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MARYLAND )

)

ss:

COUNTY OF )

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2020, before me, a Notary Public in and for the State aforesaid, personally appeared \_\_\_\_\_, and being authorized so to do, executed the foregoing Agreement for the purposes therein contained by signing in my presence.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_

(SEAL)

Notary Public

My Commission Expires: \_\_\_\_\_

WITNESS/ATTEST:

CITY OF COLLEGE PARK

By: \_\_\_\_\_  
Janeen S. Miller, CMC, City Clerk

By: \_\_\_\_\_  
Scott Somers, City Manager

STATE OF MARYLAND            )  
  )        ss:  
COUNTY OF                            )

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

WITNESS my hand and notarial seal.

\_\_\_\_\_ (SEAL)

Notary Public

My Commission Expires: \_\_\_\_\_

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

\_\_\_\_\_ Suellen M. Ferguson

This document shall be recorded in the Land Records of Prince George's County.

After recording, please return to:

Suellen M. Ferguson, Esq.

Council, Baradel, Kosmerl & Nolan, P.A. 125 West Street, 4<sup>th</sup> Floor  
Annapolis, MD 21404-2289

# 20-G-128

Detailed Site Plan 18047,  
College Park Marriott

CITY OF COLLEGE PARK, MARYLAND  
REGULAR COUNCIL AGENDA ITEM



AGENDA ITEM: 20-G-128

**Prepared By:** Miriam Bader, Senior Planner

**Meeting Date:** July 14, 2020

**Presented By:** Miriam Bader, Senior Planner  
Terry Schum, Planning Director

**Proposed Consent:** No

**Originating Department:** Planning, Community and Economic Development

**Action Requested:** Approval of DSP-18047 for College Park Marriott Residence Inn with Conditions

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

**Background/Justification/Recommendation:**

The Applicant, New County Hotel, LLC (Republic Properties), is requesting Detailed Site Plan (DSP) review to construct a 5-story Marriott Residence Inn with 161 hotel rooms, 6,800 square feet of ground floor retail and 80 surface parking spaces. The 2.11-acre property is a triangular-shaped corner through lot located on the northwest corner of Campus Drive and Corporal Frank Scott Drive. The property is currently used as a 240-space County parking lot. The Planning Board is scheduled to hear the DSP on July 30th. Revised Staff Conditions are attached.

Since the Worksession on July 7th, City staff has revised their support of the parking space modification request to approve 2 additional parking spaces but still recommends removing the 8 perpendicular parking spaces off Lehigh Road. Other proposed conditions remain the same.

**Fiscal Impact:**

The project will generate City property taxes on a previously tax-exempt site.

**Council Options:**

1. Recommend approval of DSP-18047 with conditions per City Staff Report.
2. Recommend approval with different conditions.
3. Recommend disapproval.

**Staff Recommendation:**

#1

**Motion:**

*I move that the City Council recommend approval of Detailed Site Plan 18047 with conditions in accordance with the staff recommendation dated July 10, 2020.*

**Attachments:**

1. Revised Conditions dated July 10, 2020.

## Attachment 1.

### Revised Conditions, July 10, 2020

#### RECOMMENDATION

Staff recommends approval of DSP-18047 with conditions subject to the following:

1. SUPPORT the following modifications to the Transit District Development Plan (TDDP) as noted below:

(Note: The page numbers referenced are from The Approved College Park-Riverdale Park Transit District Development Plan, March 2015, unless otherwise referenced).

- a. **Front Build-to-Line** (page 198) - To allow the building to be constructed as shown.
- b. **Frontage Buildout at the Build-to Line (College Park Aviation Village)** (page 202) - To allow a reduction in the building frontage buildout from 70% minimum to 60% along Campus Drive.
- c. **\*Building Coverage** (page 202) – To allow the building to cover 31% of the lot instead of the minimum 50%.
- d. Parking Spaces (page 208) - To allow an additional 2 parking spaces from a maximum permitted 70 spaces to 72 spaces**
- e. Surface Parking Setback (page 211) - To allow parking setbacks to be less than the required 30-foot minimum.**
- f. Planting Islands (Landscape Manual Section 4.3 (C)(2)) - To not provide a parking island on average every 10 parking spaces.**
- g. Loading Space Size (Sec. 27-578 of Zoning Ordinance) - To provide one out of two loading spaces that is 11-feet by 20 feet, smaller than the required 12-feet by 33-feet.**
- h. Signage (page 217) – To allow the directional sign.**

***\*Not requested but needed***

2. DO NOT SUPPORT the following modifications to the Transit District Development Plan (TDDP) as noted below:

(Note: The page numbers referenced are from The Approved College Park-Riverdale Park Transit District Development Plan, March 2015, when not otherwise referenced).

- a. ~~**Parking Spaces** (page 208) – To allow an additional 10 parking spaces from a maximum permitted 70 spaces to 80.~~
- b. **\*Streets and Open Spaces/Complete Streets** (page 222) – To not provide the required streetscape.
- c. **\*Streetscape Lighting** (page 230) – To not provide pedestrian-scaled fixtures no higher than 14-feet on all streets.
- d. **Signage** (page 217) – To allow a pylon sign.

***\*Not requested but needed***

3. Prior to certificate approval of the DSP:
  - a. Show crosswalks at all driveways.
  - b. Remove the 8 perpendicular parking spaces along Lehigh Road and replace with the appropriate streetscape section.
  - c. Bring streetscapes into conformance with the TDDP to the extent practicable and provide streetscape sections for Campus Drive and Corporal Frank Scott Drive from the curb to building front. Include landscaped strips behind the curb, minimum 6' sidewalks and pedestrian-scaled lighting.
  - d. Revise the site plan to include space for 2 electric vehicle charging stations.
  - e. Amend the BPIS to eliminate the bus shelter improvement and instead reflect 5.b. (3) of the Preliminary Plan resolution (PGCPB No. 20-09, File No. 4-18027), "Construct a sidewalk from the Campus Drive/Riverside Avenue intersection on the west side of Riverside Avenue to Old Calvert Road."
  - f. Correct General Notes "Handicap Parking Provided:" from 3 spaces to 4 spaces.
  - g. Add a note to the Architectural Plans that all retail windows shall be clear glass.
4. Prior to Final Plat Approval:
  - a. Execute a public use easement with the City for the internal driveway as shown on the plan and for the streetscape along Lehigh Road including maintenance of all facilities within the easement area.
  - b. Vacate the existing unimproved Knox Road right-of-way with consent of City of College Park.
5. Amend the Landscape Plan to:
  - a. Enhance the Storm Water Management Facility area at the western edge of the site to create a pocket park including but not limited to benches, trash receptacles and public art (matching funds for public art are available from the City).
6. Revise the sign plan to remove the pylon sign.

# 20-G-124

Award of Contract  
Hollywood Dog Park

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



**AGENDA ITEM 20-G-124**

**Prepared By:** Brenda Alexander,  
Assistant Director DPW

**Meeting Date:** 07/14/2020

**Presented By:** Robert Marsili,  
Director DPW

**Consent Agenda:** No

**Originating Department:** Department of Public Works

**Action Requested:** Award of contract CP-20-07 to WGCI Enterprises for the construction of Hollywood Dog Park subject to the approval of the City Attorney and authorize the City Manager to sign.

**Strategic Plan Goal:** Goal #4 – Quality Infrastructure

**Background/Justification:**

Residents of the City have expressed interest in the creation of an open access dog park. Mayor & Council approved a Design & Engineering contract to A. Morton Thomas & Associates in November 2018 to develop construction plans, bid specifications and obtain required permits for the project on the Prince George’s County Board of Education parcel located in the 9300 block of 51<sup>st</sup> Ave. An RFP was advertised in June 2020; thirteen bids were received by the closing date on June 29,2020.

The bid results are:

<b>Bidder</b>	<b>Price</b>
WGCI Enterprises	\$314,806.75
Greenbridge Construction, Inc.	\$342,373.00
Sunny Acres Landscaping, Inc.	\$393,344.00
SFMS, LLC.	\$455,077.00
Celsue Construction Services, Inc.	\$457,526.65
LandArt Associates, LLC.	\$470,646.65
McDonnell Landscape Inc.	\$488,345.00
HMF Paving Contractors, Inc.	\$638,048.00
Dirt Plus, Inc.	\$641,464.00
Iacoboni Site Specialists, Inc.	\$669,658.00
Garcete Construction Co. Inc.	\$671,022.24
Broughton Construction Co., LLC	\$704,926.00
Highway and Safety Services, Inc.	\$829,392.00

WGCI Enterprises submitted the lowest priced responsive proposal for the project. During a discussion with the representative from WGCI Enterprises, a Prince George’s County based contractor, we learned they have experience with construction site work and completed projects in the County that have similar components as this project. References checks returned positive feedback from project managers on completed projects in Washington D.C. and Prince George’s County. Therefore, based on WGCI Enterprises competitively priced proposal and favorable recommendations from previous project managers, I recommend the construction of the Hollywood Dog Park be awarded to WGCI Enterprises.

**Fiscal Impact:**

Funding for the construction of Hollywood Dog Park is included in CIP project #181212, which has a remaining balance in the amount of \$366,774.00.

**Council Options:**

#1: Approve contract CP-20-07 to WGCI Enterprises for the construction of Hollywood Dog Park subject to the approval of the City Attorney and authorize the City Manager to sign.

#2: Do not approve contract CP-20-07 to WGCI Enterprises for the construction of the Hollywood Dog Park and request staff to review other bid proposals.

**Staff Recommendation:**

Option #1

**Recommended Motion:**

*I move that the City Council award contract CP-20-07 to WGCI Enterprises for the construction of the Hollywood Dog Park in the amount of \$314,806.75, subject to approval by the City Attorney and authorize the City Manager to sign.*

**Attachments:**

Contract CP-20-07

**CITY OF COLLEGE PARK, MARYLAND**  
**Request for Proposals CP-20-07**  
**Hollywood Dog Park Project**  
**Contractor Agreement**

THIS CONTRACTOR AGREEMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between CITY OF COLLEGE PARK (hereinafter referred to as the “City”), a municipal corporation of the State of Maryland, whose address is 8400 Baltimore Avenue, Suite 375, College Park, Maryland 20740 and WGCI Enterprises, (hereinafter referred to as “Contractor”), whose address is 4405 Holmehurst Way, Bowie, MD 20720

WHEREAS, the City wishes to provide for the installation and construction of the

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Hollywood Dog Park; and

WHEREAS, the Contractor wishes to provide said services.

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

I. SCOPE OF WORK

The Contractor shall construct the Hollywood Dog Park (“Project”). The Project is a 0.63- acre community dog park, located on the east side of the 9300 block of 51st Avenue between Indian Lane and Fox Street in the City of College Park, Maryland on land owned by the Prince George’s County Board of Education. Primary park features to be considered, constructed or installed include tree preservation, concrete walkways, a drinking fountain, site furnishings, fencing, landscaping, and stormwater management facilities. Site landscaping incorporates extensive native plantings, preservation of existing trees, a micro-bioretenion facility and fencing. Water service will be run to the park to service a drinking fountain. The Contractor will be responsible for obtaining all permits necessary to make connections for water service.

An additional component of the project includes the installation of native trees around the perimeter of the compost facility located on the parcel to comply with the tree conservation plan. Installation of the trees may be challenging due to soil compaction and foreign matter both on the soil surface and buried in the planting area, which require removal and proper disposal.

The project specifications include a one-year warranty on all plant material included in the project as well as maintenance of the plantings from the date of acceptance through the warranty period.

The City has filed permit applications for the site improvements with the Prince George’s County Department of Permitting, Inspections and Enforcement (DPIE) which are pending approval. A notice to proceed will not be given until these permits have been issued by

DPIE. All other required licenses and permits will be the responsibility of the Contractor, including without limitation any site certifications. The Contractor shall be responsible for the cost and provision of any DPIE peer review and third-party inspection requirements. The Contractor will be required to pay all necessary fees and post any necessary bonds to such authorities, and any regulatory agencies having jurisdiction for inspection or for the privilege or right to execute the Work as called for in the Contract Documents, and the Contractor shall include the cost of said fees in its bid. The Contractor shall be responsible for any "construction fees" to implement the construction of the project.

The Parties agree that a state of emergency exists in Maryland due to the COVID-19 pandemic and that the construction of the Project is or may be impacted. In the event of delays to the critical path of the construction schedule resulting solely from the effects of the COVID-19 pandemic, the actual number of days of delay will be added to the construction schedule as an equitable adjustment. Expected costs that may be incurred due to the need for social distancing, personal protective equipment, additional sanitary conveniences and cleaning, as well as any expected delays in delivery of supplies or equipment, have been included in the Contract Price. To the fullest extent possible, the City intends to resolve these issues in the bid process, and not as change orders.

The full scope of work is shown on the plans and specifications as referenced in the Project Manual prepared by A. Morton Thomas dated April 2020 as amended by Addendum #1, and the Plans and Drawings (Bid Set) dated 04/24/2020, as amended by CS101REV1 6-16-20 and LS-101\_REV1\_061620, which are incorporated herein by reference as Exhibits A and B respectively. The Contractor will be responsible for all work listed above, shown on the plans and written on the project specifications constituting the Contract Documents, and all work that is incidental thereto.

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

The work required of the Contractor will be performed in coordination with the City's Project Manager and/or her designee.

## II. DATES OF WORK

Work under the Contract shall commence on or before ten (10) days from notice to proceed. All work shall be performed pursuant to the approved project schedule submitted by the Contractor and shall be completed on or before 180 days from notice to proceed. It is understood by the parties hereto that time is of the essence in the completion of the services under this Agreement. Provision for liquidated damages for failure to comply with the Contract Time are set forth in the General Provisions.

## III. CONTRACT PRICE

The City agrees to pay to the Contractor, as consideration for the Contractor's satisfactory performance of all obligations under this Agreement, the sum of Three Hundred Fourteen Thousand Eight Hundred Six and 75/100 Dollars (\$314,806.75). Said Contract Price shall include all incidental costs, including, but not limited to, travel, printing,

copying, drawings, diagrams and photographs. Invoices for payment under this Contract may be submitted on a monthly basis and must be accompanied by a statement of work completed and percent completed by phase and/or any other documentation required by the City.

#### IV. CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the Contract and they are fully a part of the Contract as if attached hereto:

- Request for Bid Proposals
- Bid Proposal Forms and Affidavits
- Exhibit A Project Manual April 2020
- Exhibit B Plans and Drawings (Bid Set dated 04/24/2020) , as amended by CS101REV1 6-16-20 and LS-101\_REV1\_061620,
- General Provisions
- Special Provisions
- Addenda #1
- Permits
- Performance Bond
- Labor and Materials Bond
- Other Documents Contained within the Bid Specifications
- Certifications and Affirmations Required by the City
- Certificate(s) of Insurance and Endorsements
- Construction Schedule

In the event any term of the foregoing documents conflicts with the terms of this Agreement, this Agreement shall prevail.

#### V. CAPACITY TO PERFORM

The Contractor represents that all equipment and personnel necessary for providing the described services and items will be available as needed.

#### VI. STATUS OF CONTRACTOR

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

#### VII. INSURANCE AND INDEMNIFICATION

The Contractor will purchase from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in Maryland, and maintain during the entire term of the contract, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the City as an additional insured, with the exception of the workers compensation, and will provide an additional insured endorsement.

- i. Comprehensive General Liability Insurance:  
Combined single limit liability insurance with a limit of \$2,000,000 each

occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage. Contractor shall obtain builder's risk insurance in an amount appropriate to cover potential losses with a minimum of 100% of construction costs. The City will not be liable for any damages during construction.

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

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

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

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

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

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

The Contractor shall indemnify and save harmless the City, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys' fees, whether caused by negligent or intentional actions or omissions on the part of the Contractor, its agents, servants and employees, or to other causes.

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

The Contractor shall carry, at its own expense, Builder's Risk Insurance for the full Contract amount, insuring against the perils of fire and lightning, and providing extended coverage for vandalism and malicious mischief, subject only to the minimum standard deductibles allowed by law. The City will provide no coverage during the construction period.

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

#### VIII. LICENSES, PERMITS, APPLICABLE LAWS

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

#### IX. MATERIALS AND STANDARD OF WORK

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

#### X. ACCURATE INFORMATION

The Contractor certifies that all information provided in response to the Request for Proposals CP-20-07 or in response to other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and to terminate this Agreement.

## XI. PERIODIC AND FINAL INSPECTION

The City will make periodic inspections of the work through the Project Manager or other City representative. A final inspection of the work shall be made by a representative of the City and the Contractor at the end of the work and cure period to ensure that all requirements have been met.

## XII. RETAINAGE

The City will pay the Contract Price, less five percent (5%) retainage, to the Contractor upon completion of the contract work, and correction of any deficiencies discovered as a result of final inspection. The five percent (5%) retainage shall be paid to the Contractor within six (6) months following substantial completion and correction of any deficiencies. The said retainage is held as security for performance and not as liquidated damages and the forfeiture of the retainage shall not release the Contractor from any liability in excess of the retainage.

## XIII. PERFORMANCE, LABOR and MATERIALS BOND

The Contractor shall give a Performance and Labor and Materials Bond within ten (10) business days after the date of the award of the Contract. The Performance and Labor and Material Bond shall be in the amount of 100% of the Contract Price.

## XIV. RESTORATION OF PROPERTY

The Contractor, at its own expense, will restore or replace any property displaced or damaged as a result of work performed under this Agreement, to the satisfaction of the City.

## XV. TERMINATION FOR DEFAULT

Failure of the Contractor to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with Contract Documents shall constitute a breach of contract. In such event, the City may give notice to the contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within 24 hours after receipt of notification, the City may terminate any such contract. This provision shall not limit the City in exercising any other rights or remedies it may have.

## XVI. TERMINATION FOR CONVENIENCE

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

XVII. NOTICES

All notices to the parties may be delivered by electronic transmission, personal delivery, or by certified mail via the United States Postal Service to the following addresses:

For the City:  
Scott Somers, City Manager  
City of College Park, Maryland  
8400 Baltimore Avenue, Suite 375  
College Park, MD 20740  
ssomers@collegeparkmd.gov

For the Contractor:  
Vetta G. Washington  
WGCI Enterprises  
4405 Holmehurst Way  
Bowie, MD 20720

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XVIII. COSTS

In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the non-prevailing party as determined by a court with jurisdiction shall be responsible for any and all costs and expenses, including reasonable attorneys' fees, incurred on account of such breach.

XIX. ERRORS IN SPECIFICATIONS

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

XX. GOVERNING LAW

This Agreement is executed in the State of Maryland and shall be governed by Maryland law, excluding its conflict of law rules. The Contractor, by executing this Contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Contract.

XXI. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term

and provision of this Agreement shall be enforced to the fullest extent permitted by law.

## XXII. INTERPRETATION

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

## XXIII. ATTORNEYS' FEES AND COSTS

The prevailing party shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this Agreement, or for damages thereunder.

## XXIV. SUCCESSORS AND ASSIGNS

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

## XXV. NON DISCRIMINATION

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

## XXVI. EQUAL BENEFITS

- a. Contractor must comply with the applicable provisions of §69-6 of the City Code. The Contractor shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.
- b. Upon request, the Contractor shall provide evidence of compliance with the provisions of §69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section.
- c. The failure of the Contractor to comply with §69-6 of the City Code will be deemed to be a material breach of the covered contract.

## XXVII. ENTIRE AGREEMENT

This Agreement, including all Contract Documents, constitutes the entire agreement between the City and the Contractor. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

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

ATTEST: CITY OF COLLEGE PARK

\_\_\_\_\_  
Janeen S. Miller, CMC, City Clerk

\_\_\_\_\_  
Scott Somers, City Manager

WITNESS:

CONTRACTOR:

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
Suellen M. Ferguson  
City Attorney

# 20-O-09

## Introduction of Ordinance

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



**AGENDA ITEM 20-O-09**

**Prepared By:** Scott Somers  
City Manager

**Meeting Date:** July 14, 2020

**Presented By:** Scott Somers  
City Manager

**Consent Agenda:** No

**Originating Department:** City Manager's Office

**Action Requested:** Introduce Ordinance 20-O-09 changing the name of the Planning, Community, and Economic Development Department to the Planning and Community Development Department AND changing the title of the Planning, Community, and Economic Development Director to the Planning and Community Development Director, and schedule a public hearing.

**Strategic Plan Goal:** Goal 3: High Quality Development and Reinvestment; Goal 6: Excellent Services

**Background / Justification:**

Upgrading the Economic Development Coordinator position to a manage level position and having this position directly report to the City Manager signifies to the community the increased importance of economic development in College Park. It will be beneficial to the City to have direct reporting to the City Manager from a high-level professional on business and development issues and opportunities in the City. The current ordinance includes economic development as part of the Planning, Community, and Economic Development Department.

Some cities have the economic development function in Planning and some in the manager's office. My experience has been that it is more prominent and effective in the manager's office, in part due to some inherent tensions between the planning and economic development disciplines. After observing the process in College Park for nearly five years, I believe the City will benefit from the higher-level position and moving the economic development function from the planning and community development functions and putting the function directly under the City Manager.

If approved the title of the Planning, Community, and Economic Development Director would change to the Planning and Community Development Director.

**Fiscal Impact:** No direct fiscal impact.

**Council Options:**

1. Introduce Ordinance 20-O-09 changing the name of the Planning, Community, and Economic Development Department to the Planning and Community Development Department AND changing the title of the Planning, Community, and Economic Development Director to the Planning and Community Development Director, and schedule a public hearing.
2. Introduce Ordinance 20-O-09 with amendments and schedule a public hearing.
3. Take no action, which will maintain the existing name of the Planning, Community, and Economic Development Department and the existing title of the Director.

**Staff Recommendation:**

Option #1.

**Recommended Motion:**

*I move to introduce Ordinance 20-O-09 changing the name of the Planning, Community, and Economic Development Department to the Planning and Community Development Department AND changing the title of the Planning, Community, and Economic Development Director to the Planning and Community Development Director, and schedule a public hearing.*

**Attachments:** Draft Ordinance 20-O-09

**ORDINANCE**  
**OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK, MARYLAND,**  
**AMENDING CHAPTER 4 “ADMINISTRATIVE ORGANIZATION”, BY REPEALING**  
**AND REENACTING §4-3 “DEPARTMENTS” AND §4-87“; CHAPTER 87, “BUILDING**  
**CONSTRUCTION”, §87-19 "APPEALS"; CHAPTER 125, “HOUSING**  
**REGULATIONS”, §125-31 "LAKELAND URBAN RENEWAL AREA"; CHAPTER**  
**175 “TAXATION”, TO CHANGE THE NAME OF THE PLANNING, COMMUNITY**  
**AND ECONOMIC DEVELOPMENT DEPARTMENT TO THE PLANNING AND**  
**COMMUNITY DEVELOPMENT DEPARTMENT TO RECOGNIZE THAT**  
**ECONOMIC DEVELOPMENT IS NO LONGER A RESPONSIBILITY OF THE**  
**DEPARTMENT, AND TO MAKE CONFORMING CHANGES.**

WHEREAS, pursuant to Md. Code Ann., Art. 23A, §2, the City of College Park, Maryland (hereinafter, the “City”) has the power to pass such ordinances as it deems necessary to protect the health, safety and welfare of the residents of the municipality; and

WHEREAS, the Mayor and Council created the Planning, Community and Economic Development Department to administer community development, planning, economic development and urban renewal plans and housing assistance programs, and to serve as liaison to the Housing Authority; and

WHEREAS, in view of the importance of economic development to the City, the Mayor and Council have determined that it is in the public interest that the economic development staff report directly to the City Manager on business and development issues and opportunities in the City; and

WHEREAS, the Mayor and Council have determined that it is appropriate to change the name of the Planning, Community and Economic Development Department to the Planning and

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

Community Department, and to make conforming changes, to give effect to the transfer of the responsibility for economic development to the office of the City Manager.

**Section 1.** NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland that Chapter 4 “Administrative Organization”, §4-3 “Departments” be, and is hereby, repealed and reenacted with amendments to read as follows:

**§ 4-3. Departments.**

The general government operations of the city shall be subdivided for administrative purposes in the following manner, each subdivision being designated a department and placed under the direct supervision of a department head appointed by the City Manager:

- (1) Finance Department.
- (2) Public Services Department.
- (3) Public Works Department.
- (4) Planning AND Community [~~and Economic~~] Development Department.
- (5) Youth, Family and Seniors Department.

B. The title of the several department heads shall be, respectively, as follows:

- (1) Finance Director.
- (2) Public Services Director.
- (3) Public Works Director.
- (4) Planning AND Community [~~and Economic~~] Development Director.
- (5) Youth, Family and Seniors Director.

**Section 2. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that, §4-7 "Planning and Community Development Department", be, and is hereby, repealed and reenacted with amendments to read as follows:

**§ 4-7. Planning AND Community [~~and Economic~~] Development Department.**

The Planning AND Community [~~and Economic~~] Development Department shall be responsible for the following operations and such other operations as may hereafter be assigned thereto by the Mayor and Council and/or the City Manager:

- A. Administration of community development, planning and programs.
- B. Administration of urban renewal programs.
- C. Administration of housing assistance programs.
- D. Liaison with College Park Housing Authority.

~~[E. Administration of economic development programs.]~~

**Section 3. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that, §87-19 "Appeals", be, and is hereby, repealed and reenacted with amendments to read as follows:

**§ 87-19 Appeals.**

A. through F. \* \* \* \*

G. The Commission is hereby established as the body to act upon appeals from the Public Services Director's denial of a building permit as set forth above. The City's Planning AND Community [~~and Economic~~] Development Department shall assist the Commission with regard to fence appeals as set out in §15-20C as appropriate.

**Section 4. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that, §125-31 "Lakeland Urban Renewal Area", be, and is hereby, repealed and reenacted with amendments to read as follows:

**§ 125-31 Lakeland Urban Renewal Area.**

The Public Services Department shall coordinate its efforts in the Lakeland Urban Renewal Area with the Planning AND Community [~~and Economic~~] Development Director so as to better effectuate the purposes of the Urban Renewal Program for the elimination and for the prevention of the development or spread of slums and blight and for an effective relocation program.

**Section 5. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that Chapter 175, "Taxation", §175-12 "Application process", be, and is hereby, repealed and reenacted with amendments to read as follows:

§ 175-12 Application process.

The application process for a Level One or Level Two tax credit is as follows:

A. Submit preliminary application. An application for a City tax credit shall be submitted to the City [~~'s Planning, Community, and Economic Development Department~~] no later than the date of acceptance for a detailed site plan by the Maryland-National Capital Park and Planning Commission (M-NCPPC), if applicable, or the submission of a building permit application to Prince George's County. The application shall specify which evaluation criteria are being addressed by the applicant, the estimated value of the completed improvements, and any additional information requested by the City. All plans associated with the detailed site plan or building permit shall be submitted with the application.

B. City staff review. Upon receipt and acceptance of a completed application, [~~the City's Planning, Community, and Economic Development Department will refer~~] a copy of the application WILL BE REFERRED to the Finance Department. City staff will provide an eligibility report to the City Council with respect to the application for a tax credit subsequent to the detailed site plan review by the City Council. For projects that do not require a detailed site plan, staff will review building permit plans and schedule the application for review by the City Council at a City Council work session.

C. -D. \* \* \* \* \*

**Section 6.** BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 175, "Taxation", §175-13 "Waiver", be, and is hereby, repealed and reenacted with amendments to read as follows:

**§ 175-13 Waiver.**

A. – B. \* \* \* \* \*

C. In making application for a waiver, the applicant shall provide for consideration the information requested by the City [~~s Planning, Community, and Economic Development~~] staff.

**Section 7.** BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 190, "Zoning", §190-12 "Minor changes to approved special exceptions, in general", be, and is hereby, repealed and reenacted with amendments to read as follows:

**190-12 Minor changes to approved special exceptions, in general.**

A. The Commission and the Director of Planning AND Community [~~and Economic Development~~] Department are authorized to consider minor changes to site plans for approved special exceptions, as provided in this section and §§ 190-13, 190-14 and 190-15. The Director may authorize staff to take any action the Director may take under this section. Applicant shall also comply with Section 27-250.01 of the Prince George's County Zoning Ordinance.

B. – E. \* \* \* \* \*

**Section 8.** BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 190, "Zoning", §190-14, "Limited minor changes by Planning Director", be, and is hereby, repealed and reenacted with amendments to read as follows:

**§ 190-14 Limited minor changes by Planning Director.**

A. The Director of Planning AND Community [~~and Economic~~] Development is authorized to recommend minor changes administratively, without public hearing, in cases listed in § 190-13,

but only if the proposed minor changes are limited in scope and nature, including an increase in gross floor area or land covered by a structure other than a building up to 10%. The Director shall deny any administrative approval request proposing site plan changes which will have a significant impact on adjacent property.

B. – G. \* \* \* \*

**Section 9.** BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 190, “Zoning”, §190-16 "Alternative Compliance", be, and is hereby, repealed and reenacted with amendments to read as follows:

**§ 190-16 Alternative compliance.**

A. – C. \* \* \* \*

D. A request for alternative compliance shall be submitted to the Director of Planning, AND Community [~~and Economic~~] Development (or designee) at the time the application is submitted. The Commission shall post the property with at least one durable sign giving notice of the application at least 15 days prior to the date on which the application will be considered. The contents of the sign and the number of signs required shall be determined by the Commission. All signs posted must be conspicuous and legible. The applicant is responsible for the maintenance of all signs. Notice of the application and date upon which it will be considered shall be sent, by certified mail, return receipt requested, to the owners of abutting property (including those properties directly across a street, alley or stream). Any request for a hearing on the said application must be received on or before the date of consideration.

E. – F. \* \* \* \*

G. In a situation where compliance with the Prince George's County Landscape Manual is not possible, and there is no feasible proposal for alternative compliance which is, in the judgment of the Director of Planning AND Community [~~and Economic~~] Development (or designee), equally effective than normal compliance, then the applicant may seek relief by applying for a departure from design standards in accordance with § 190-9.

H. \* \* \* \*

**Section 10.** BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that Chapter 190, “Zoning”, §190-19 "Notification of residents", be, and is hereby, repealed and reenacted with amendments to read as follows:

**§ 190-19 Notification of residents.**

A. The Department of Planning AND Community [~~and Economic~~] Development shall provide notice of an application for a zoning action requested under this chapter to any City resident who registers with the Department.

B. To register, a resident shall provide the following to the Department of Planning AND Community [~~and Economic~~] Development: name; street address or e-mail address to which notice should be sent; and the geographical area that the resident wishes to receive notice about. Notice shall be sent by regular or e-mail, as designated by the City resident.

**Section 11. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall post at City Hall, to the official City website, to the City-maintained e-mail LISTSERV, and on the City cable channel, and if time permits, in any City newsletter, the proposed ordinance or a fair summary thereof together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council.

**Section 12. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that annual and bi-annual permits currently in effect shall be extended for the period of one year without additional permit fee required.

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

After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. This Ordinance shall become effective on \_\_\_\_\_, 2020 provided

that, as soon as practicable after adoption, the City Clerk shall post a fair summary of the Ordinance and notice of its adoption at City Hall, to the official City website, to the City-maintained e-mail LISTSERV, on the City cable channel, and in any City newsletter.

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

**INTRODUCED** by the Mayor and Council of the City of College Park, Maryland at a special session on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

**EFFECTIVE** the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**ATTEST:**

**CITY OF COLLEGE PARK**

By: \_\_\_\_\_  
Janeen S. Miller, CMC, City Clerk

By: \_\_\_\_\_  
Patrick L. Wojahn, Mayor

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

\_\_\_\_\_  
Suellen M. Ferguson, City Attorney