



City of College Park Virtual Meeting Instructions

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

<https://zoom.us/j/92398574069?pwd=MIU3dFB3OG9TZnBQT242R1lsK3RNQT09>

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.

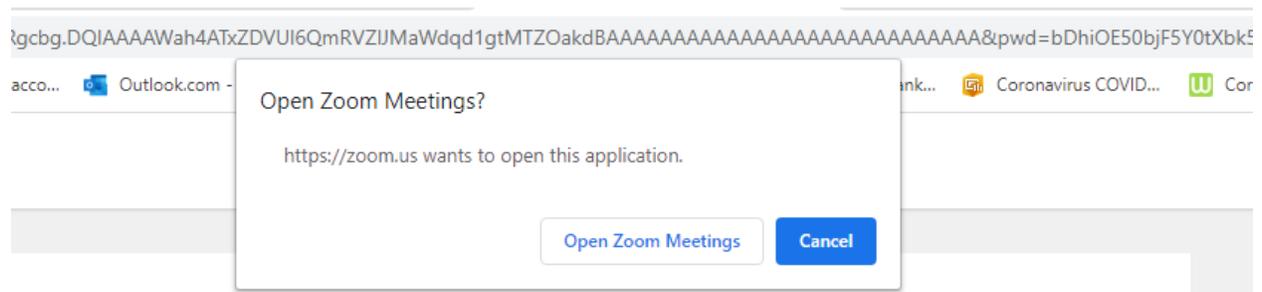
2. To join the meeting by telephone:

- 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

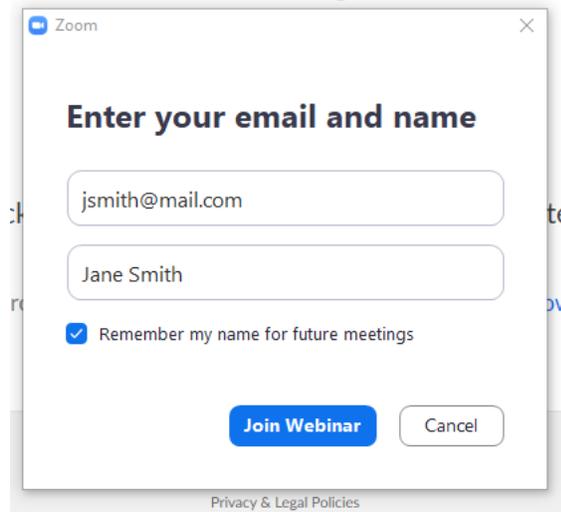
Joining a College Park Zoom webinar as an attendee will allow you to watch and listen to the webinar. Attendees can also use the Raise Hand button when the meeting is open for public comment. If the Host unmutes an attendee, that attendee will be able to speak to the webinar until they are muted again.

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

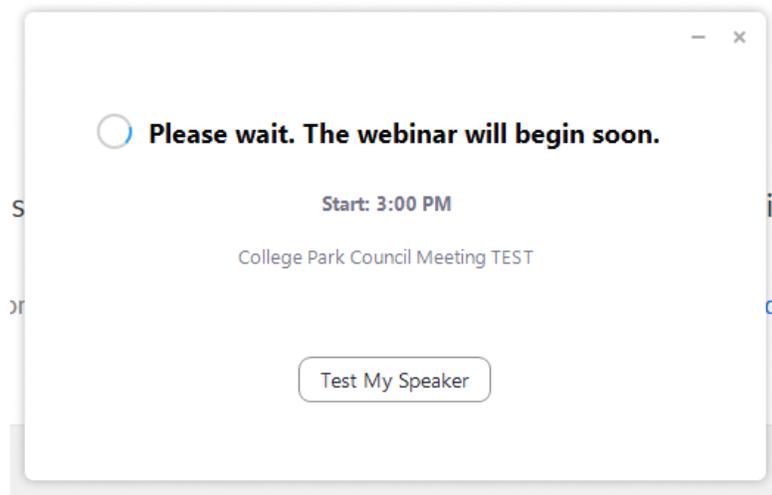


On the next screen, enter your email address and name, then click the “Join Webinar” button.

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.



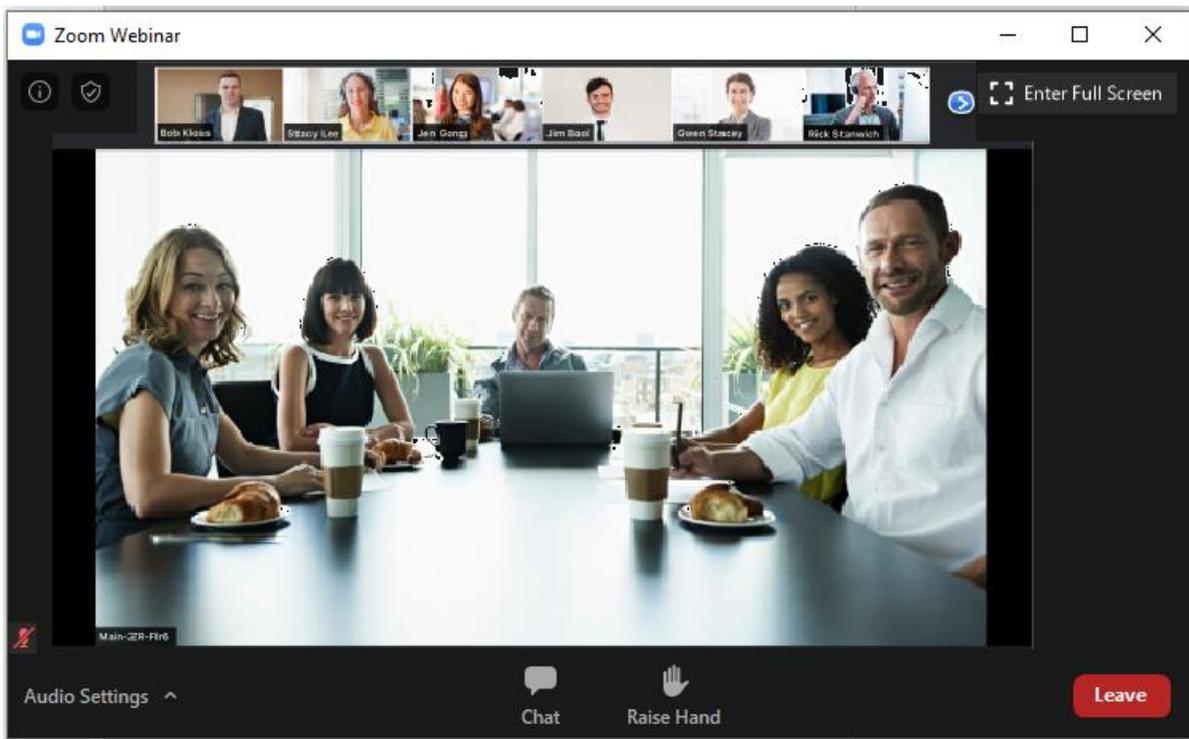
If the webinar is in the pre-meeting “Practice” mode and has not started to broadcast, you will get the following screen.



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

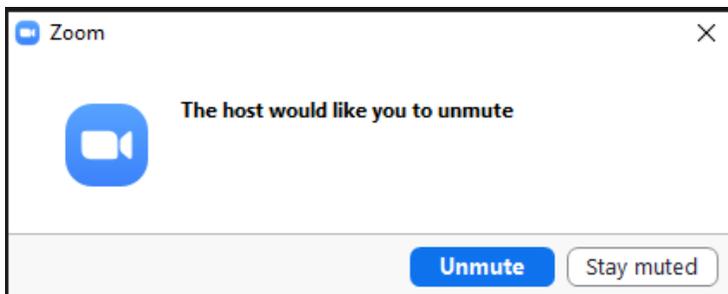
Note the “Raise Hand” Control in the lower part of the Zoom window.

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



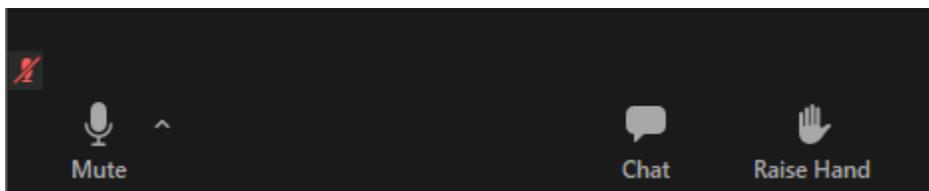
When the webinar is opened for public comment, you can click the “Raise Hand” control so that the Host will know that you would like to speak.

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, SEPTEMBER 8, 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

(Note: There will be a Closed Session at the end of the meeting)

COLLEGE PARK MISSION STATEMENT

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

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

| | | |
|----------|---|--|
| 20-G-144 | Cancellation of prior award, and award of contract for Hollywood Dog Park in substantially the form attached, to Greenbridge Construction, Inc. of Woodbine, MD in the amount of \$342,373 – Robert Marsili, Director of Public Works | Motion By: To: Second: Aye: Nay: |
|----------|---|--|

| | | |
|----------|--|--------|
| 20-G-145 | Approve grant request by Route One Communities Care in the amount of \$10,000 for food service delivery – Gary Fields, Director of Finance | Other: |
| 20-R-21 | Resolution in support of City participation in the AARP Livable Communities Program and authorization to develop plans for a Workgroup – Kiaisha Barber, Director of Youth, Family and Senior Services | |
| 20-G-146 | Approval of a Letter to Maryland Department of Transportation, Maryland Transit Administration (MDOT MTA) opposing proposed cuts to MARC service | |
| 20-G-149 | Consider cancellation of National Night Out – Bob Ryan, Director of Public Services | |
| 20-G-148 | Consider changes to parking regulations on Cherokee Street around the Lennar/Metropolitan Development – Bob Ryan, Director of Public Services | |

13. ACTION ITEMS

| | | |
|----------|---|---|
| 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 – Terry Schum, Director of Planning | Motion By: To: Second: Aye: Nay: Other: |
| 20-G-128 | Approval of a recommendation to the Prince George’s County Planning Board of support, with conditions, of the Detailed Site Plan for the Marriott Residence Inn - Terry Schum, Director of Planning | Motion By: To: Second: Aye: Nay: Other: |
| 20-G-147 | Consider recommendation to continue live camera monitoring MOU with UMD until June, 2021 – Bob Ryan, Director of Public Services | Motion By: To: Second: Aye: Nay: Other: |
| 20-O-12 | Consideration of an Emergency Ordinance Amending Chapter 110-2, Penalties, to increase the fines for violations of Chapter 141-1, Nuisances, and Chapter 144-5, Mandatory Disclosures | Motion By: To: Second: Aye: Nay: Other: |
| 20-O-10 | Introduction of Ordinance 20-O-10, FY '21 Budget Amendment (#1) – Gary Fields, Director of Finance <i>The Public Hearing will be held on Tuesday, September 22.</i> | Motion By: To: Introduce Second: |

| | | |
|----------|--|---|
| 20-CR-02 | <p>Introduction of Charter Amendment 20-CR-02, A Charter Resolution Of The Mayor And Council Of The City Of College Park, Amending Article III, "Mayor And Council", § C3-1, "Membership; Election; Term Of Office", To Delete The Requirement That Elected Officials Shall Be Registered To Vote For One Year Prior To Their Election And To Add A Requirement That Elected Officials Shall Be Domiciled In The City For At Least One Year Prior To Their Election</p> <p><i>The Public Hearing will be held on Tuesday, October 13.</i></p> | <p>Motion By: Kennedy To: Introduce Second:</p> |
|----------|--|---|

14. GENERAL COMMENTS FROM THE AUDIENCE

15. ADJOURN

CLOSED SESSION

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.**

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

- 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.

20-G-144

Re-Award
of Contract
for
Hollywood
Dog Park

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



AGENDA ITEM 20-G-144

Prepared By: Brenda Alexander,
Assistant Director DPW

Meeting Date: September 8, 2020

Presented By: Robert Marsili,
Director DPW

Consent Agenda: Yes

Originating Department: Department of Public Works

Action Requested: Cancellation of prior award, and award of contract for Hollywood Dog Park to Greenbridge Construction, Inc of Woodbine, MD in the amount of \$342,373.00 subject to 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 51st Ave. An RFP was advertised in June 2020; thirteen bids were received by the closing date on June 29,2020.

The bid results are:

| Bidder | Price |
|------------------------------------|--------------|
| WGC1 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 |

During the July 14, 2020 meeting the Mayor and Council awarded the construction contract for the Hollywood Dog Park to WGC1 Enterprises, however they failed to return the original signed contract by the requested date. Further attempts to communicate with the contractor were not responded to, therefore as stated in the bid documents Section II.8, the City reserves the right to cancel the award of the contract at any time prior to execution of the contract without liability on the part of the City. A cancellation letter and email were sent to WGC1 Enterprises to inform them of the contract cancellation. The contract award may be made to the second lowest responsive and responsible bidder as stipulated in the bid documents in Section II.9.

Staff has contacted the representative of Greenbridge Construction, Inc to verify information submitted with their bid proposal and spoken to references provided who responded favorably to their current and previous

construction project performance. Based on the proposal supplied by Greenbridge Construction, Inc., and favorable reference checks returned, I recommend the construction of the Hollywood Dog Park be awarded to Greenbridge Construction, Inc.

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. Cancel contract with WGC1 Enterprises and approve contract CP-20-07 with Greenbridge Construction, Inc. 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 to CP-20-07 to Greenbridge Construction, Inc. for the construction of the Hollywood Dog Park and request staff to review other bid proposals.
3. Provide alternative direction to staff.

Staff Recommendation:

Option #1

Recommended Motion:

I move that the City Council cancel the contract with WGC1 Enterprises and award contract CP-20-07 to Greenbridge Construction, Inc. for the construction of the Hollywood Dog Park in the amount of \$342,373.00, subject to approval by the City Attorney, and authorize the City Manager to sign.

Attachments:

1. Cancellation letter to WGC1 Enterprises
2. Contract CP-20-07



SUELLEN M. FERGUSON
E-Mail: Ferguson@CouncilBaradel.com
Telephone Extension: 3418

August 31, 2020

By email and regular mail

WGC1 Enterprises
Vetta G. and Norman Washington
4405 Holmehurst Way
Bowie, MD 20720

Re: City of College Park Contract for CP-20-07

Dear Mr. and Ms. Washington:

I am the attorney for the City of College Park. This letter serves as notice of intent to consider canceling the award of the City of College Park CP-20-07 Hollywood Dog Park contract to your company WGC1 Enterprises. The City staff has determined it is in the best interest of the City, and has recommended to the Mayor and Council, to cancel the award of contract as outlined in the RFP bid documents in Section II, paragraph 8, which states in part: *The City of College Park reserves the right to cancel the award of the Contract at any time prior to execution of the Contract without liability on the part of the City.*

Since the time of contract award on July 14, 2020, the responsiveness of WGC1 Enterprises representatives has been slow to non-existent with respect to requests from City staff, including phone and email communications. To date, the City has not received sufficient information to approve a final construction schedule and has not received the original of the signed contract. As a result, the contract has not been signed by the City Manager. In view of continued difficulty with communications and responsiveness, City staff are concerned that your company does not have sufficient resources to perform the contract requirements. The City staff have recommended to the Mayor and Council that the award of the contract to WGC1 Enterprises be canceled, and that the contract be awarded to the next responsive, responsible bidder.

Please cease all efforts to prepare for this contract work. Cancellation of this contract will be considered by the Mayor and Council on September 8, 2020, at their regular Council meeting. We will notify you of the result.

Very truly yours,

A handwritten signature in black ink that reads "Suellen M. Ferguson".

Suellen M. Ferguson

125 West Street, 4th Floor, Annapolis Maryland 21401

**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 Greenbridge Construction, Inc., (hereinafter referred to as “Contractor”), whose address is 440 Woodbine Road, Woodbine, MD 21797.

WHEREAS, the City wishes to provide for the installation and construction of the 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 Forty Two Thousand Three Hundred Seventy Three and 00/100 Dollars (\$342,373.00). 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
Contractor 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:
Christopher Brackins, President
Greenbridge Construction, Inc.
440 Woodbine Road
Woodbine, MD 21797

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:

GREENBRIDGE CONSTRUCTION, INC.

Signature

Name: Christopher Brackins

Title: President

ATTEST:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

WITNESS:

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO LEGAL SUFFICIENCY:

Suellen M. Ferguson, City Attorney

20-G-145

Route One
Communities Care
Grant Request



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

AGENDA ITEM 20-G-145

Prepared By: Gary Fields
Director of Finance

Meeting Date: September 8, 2020

Presented By: Gary Fields
Director of Finance

Proposed Consent Agenda: Yes

Originating Department: Finance

Issue Before Council: Approval of \$10,000 grant for Route One Communities Care project for food service delivery

Strategic Plan Goal: Goal 1: One College Park

Background/Justification:

The City of College Park has included a total of \$124,000 in their Cares Relief Fund plan with Prince George's County to provide for grants for food delivery service to organizations to assist with food delivery to those affected by the COVID-19 pandemic.

To date, the City Council has approved a total of \$64,000 from the allocation for provision of food services. (\$12,000 in April 2020 and \$20,000 in May 2020 grants each to Meals on Wheels and the College Park Food Bank).

The following information about this organization has been provided by Mr. David Brosch, one of the founders of the Route One Communities Care project:

Residents of College Park, Hyattsville, Riverdale Park, University Park and soon possibly Berwyn Heights have joined together to raise funds to support local restaurants along the Route 1 corridor and to feed County/local families experiencing food insecurity. This week, and in the coming weeks, the Food Factory and Marathon Deli (both College Park restaurants) will be preparing meals to be delivered to the College Park Church of the Nazarene and other food distribution sites. A total of seven local restaurants are now participating and the food is to be distributed to a number of food pantries and churches locally, including those in the City of College Park. Depending on financial resources, the number of restaurants and distribution sites could be expanded.

Route One Communities Care's fiscal agent is the Central Kenilworth Avenue Revitalization Community Development Corporation. More information about the Route One Communities Care Project is available on their website, done in collaboration with Greater Riverdale Cares, at FeedRouteOne.org

Fiscal Impact:

The fiscal impact of this grant is neutral since the grant would be reimbursed by the County's Cares Relief Fund allocated to the City.

Council Options:

1. Approve the grant for \$10,000 to the Route One Communities Care Project.
2. Propose another amount for the grant and approve.
3. Do not approve the grant.

Staff Recommendation:

Option #1.

Recommended Motion:

I move that the City Council approve a grant to the Route One Communities Care Project in the amount of \$10,000

Attachments:

N/A

20-R-21

AARP
Livable
Communities
Program



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

AGENDA ITEM 20-R-21

Prepared By: Kiaisha Barber,
Youth, Family and Senior Services Director

Meeting Date: 9/8/2020

Presented By: Kiaisha Barber

Proposed Consent: Yes

Originating Department: Youth, Family and Senior Services

Action Requested: Consideration of the Resolution in support of City participation in the AARP Livable Communities Program and authorization to develop plans for a Workgroup

Strategic Plan Goal: Goal 4- Quality Infrastructure; Goal 6 - Excellent Services

Background Information:

The Senior Advisory Committee conducted preliminary research to explore the process for the City of College Park applying for designation as an Age Friendly Community by the AARP. A resolution or proclamation from the jurisdiction outlining support for the age-friendly initiatives is recommended. Membership in the AARP Network of Age-Friendly States and Communities means that a community's elected leadership has made a commitment to actively work with residents and local advocates to make their town, city, county or state an age-friendly place to live. Members of the AARP Network of Age-Friendly States and Communities commit to an assessment process and cycle of continuous improvement. The AARP Network of Age-Friendly States and Communities is the United States affiliate of the World Health Organization Global Network for Age-Friendly Cities and Communities, an international effort launched in 2006 to help cities prepare for rapid population aging and the parallel trend of urbanization.

The initial process would include appointing a core work group which may include, but is not limited to, the current Senior Advisory sub-committee, City Council members, City departmental staff, an AARP representative, members from neighboring AARP Age Friendly Communities, local elected officials, businesses, faith community representatives and/or other community stakeholders. The City has acknowledged the importance of prioritizing the health and safety and well-being of residents of all ages in the College Park. The resolution is a starting point of the Council's intent and goal for the City to support initiatives and opportunities to engage in the AARP Livable and Age-Friendly Community Network.

Fiscal Impact:

Varying depending on the needs, improvements or additions to programming or infrastructure identified by the core team to complete the AARP process

Council Options:

1. Adopt the attached resolution.
2. Amend and adopt the attached resolution.
3. Request additional information regarding the resolution.
4. Take no action at this time.

Staff Recommendation:

#1

Recommended Motion:

I move to adopt Resolution 20-R-21 which establishes the intent and goal for the City of College Park to support initiatives and opportunities to engage in the AARP Livable and Age-Friendly Community Network.

Attachments:

Draft Resolution

**RESOLUTION
IN SUPPORT OF CITY PARTICIPATION IN
THE AARP AGE-FRIENDLY LIVABLE COMMUNITIES PROGRAM**

WHEREAS, the Mayor and Council acknowledge the health and safety of residents of all ages in the City of College Park is of the highest concern; and

WHEREAS, the United States population of persons aged 65 and older is expected to increase from 12 percent to 20 percent by the year 2050; and

WHEREAS, in the City of College Park, the population of residents ages 50 and up is over 15 percent and is expected to continue to increase over the next decade and beyond; and

WHEREAS, active aging is a life-long process and includes all persons, thus an ‘age-friendly’ community does not mean ‘senior citizen or elder friendly’; and

WHEREAS, the World Health Organization (WHO) notes that “making cities and communities age-friendly is one of the most effective policy approaches for responding to demographic aging”; and

WHEREAS, WHO developed 8 domains of community life which influence the livability and quality of life for all ages: social participation; housing; transportation; respect and social inclusion; community support and health services; communication and information; civic participation and employment; outdoor spaces and buildings; and

WHEREAS, the AARP Network of Age-Friendly States and Communities is the United States affiliate of the World Health Organization Global Network for Age-Friendly Cities and Communities; and

WHEREAS, members of the AARP Network of Age-Friendly Livable Communities become part of a global network of communities that are committed to giving their aging population the opportunity to live rewarding, productive and safe lives.

NOW, THEREFORE, BE IT RESOLVED, that the City of College Park supports age friendly policies and practices in outdoor spaces and recreation, housing, transportation, social participation and inclusion, civic participation and community support; and be it

RESOLVED, that the City of College Park supports initiatives and opportunities to engage in the WHO/AARP Age-Friendly Livable Communities Network; and be it further

RESOLVED, that the City of College Park will convene an appropriate work group of stakeholders to oversee these efforts.

ADOPTED by the Mayor and City Council of the City of College Park, Maryland, at a regular meeting on September 8, 2020, and effective immediately.

WITNESS:

THE CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

Patrick L. Wojahn, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Suellen M. Ferguson, City Attorney

20-G-146

Letter to
MDOT re
MARC Service

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

AGENDA ITEM 20-G-146



Prepared By: Bill Gardiner
Assistant City Manager

Meeting Date: September 8, 2020

Presented By: Bill Gardiner
Assistant City Manager

Consent Agenda: Yes

Originating Department: Mayor and Council

Action Requested: Authorize the Mayor to sign on behalf of the City a letter to the Maryland Department of Transportation Transit Authority Administrator opposing the proposed reductions in MARC service

Strategic Plan Goal: Goal 4: Quality Infrastructure
Goal 5: Effective Leadership

Background / Justification:

The Maryland Department of Transportation (MDOT) announced on September 1, 2020 a range of proposed service reductions in response to decreases in transportation revenue because of COVID-19. According to MDOT, the proposal would affect approximately 3.6% of riders and would go into effect January 3, 2021. In late August, MARC passenger volume was still down 55% compared to a year earlier. The federal CARES Act funding that has enabled MDOT to maintain services will likely be fully expended in September 2020. The following MARC services are proposed to be discontinued:

- Penn Line service between Union Station and Perryville:
- Train 520 to terminate at Baltimore Penn Station Monday through Thursday and operate to Perryville on Fridays
- Train 548 to terminate at Baltimore Penn Station Monday through Friday
- Train 537 (afternoon)
- Penn Line northbound service from Union Station:
- Trains 410 and 418 (morning)
- Penn Line southbound service from Penn Station:
- Train 423 (morning)
- Camden Line service:
- Eastbound from Union Station: Trains 844 (morning) and 848 (afternoon)
- Westbound from Dorsey Station: Train 855 (afternoon)

The City has supported expanded MARC service, and recently the Greater Washington Partnership announced the Capital Region Rail Vision to develop a world-class commuter rail system from Baltimore to Richmond. While recognizing the short-term challenges of the current environment, the City has supported more investment in public transit such as bus and rail services and has opposed investment in major road projects that would increase short-term capacity and long-term sprawl. Public transit generally supports investment and job access in existing communities and has smaller environmental impacts than other transportation investments.

The Maryland Transit Authority will hold 10 virtual public hearings for Local Bus between October 5 and October 16 about the proposed changes as part of a 30-day public review and comment period that ends November 15. MARC and Commuter Bus public hearings and effective dates will be announced this fall.

Fiscal Impact:

None

Council Options:

1. Authorize the Mayor to sign a letter to MDOT Maryland Transit Authority Administrator on behalf of the City expressing the City's opposition to the proposed MARC service cuts. The letter may be jointly signed by other municipalities impacted by the service cuts.
2. Direct staff to provide additional information about the proposed MARC cuts.
3. Take no action at this time.

Staff Recommendation:

Option 1.

Recommended Motions:

I move that Council authorize the Mayor to sign a letter to MDOT on behalf of the City expressing opposition to the proposed MARC service cuts.

Attachments:

Draft letter to Maryland Transit Authority Administrator Kevin B. Quinn, Jr.



CITY OF COLLEGE PARK

OFFICE OF THE MAYOR & CITY COUNCIL

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

MAYOR

Patrick L. Wojahn

pwojahn@collegeparkmd.gov
240.988.7763

DISTRICT 1

Fazlul Kabir

fkabir@collegeparkmd.gov
301.659.6295

Kate Kennedy

kkennedy@collegeparkmd.gov
202.400.1501

DISTRICT 2

P.J. Brennan

pbrennan@collegeparkmd.gov
202.288.5569

Monroe S. Dennis

mdennis@collegeparkmd.gov
301.474.6270

DISTRICT 3

Robert W. Day

rday@collegeparkmd.gov
301.741.1962

John B. Rigg

jrigger@collegeparkmd.gov
443.646.3503

DISTRICT 4

Maria E. Mackie

mmackie@collegeparkmd.gov
240.472.0681

Denise Mitchell

dmitchell@collegeparkmd.gov
301.852.8126

DRAFT

September 8, 2020

Mr. Kevin B. Quinn, Jr.
Administrator
Maryland Department of Transportation
Maryland Transit Authority
6 St. Paul Street
Baltimore, MD 21202-1614

Dear Administrator Quinn:

We are writing to express our opposition to the proposed MARC service reductions. We strongly urge the State to maintain current MARC services now and plan to expand and invest in additional MARC services in the future. We recognize the financial impacts caused by COVID-19, as we also face difficult decisions to balance our budgets.

We believe that investment in commuter rail service is critical to Maryland's future. It creates better access to jobs, supports established communities, and reduces sprawl. Maintaining and expanding MARC service is a long-term investment and solution to long-term challenges facing the region, such as congestion, climate change, and sprawl. We will emerge from our current challenges, and we ask that you support maintaining all MARC services.

Sincerely,

[Mayors of municipalities impacted by the proposed cuts will be asked to sign on behalf of their communities.]

Cc: *[State elected officials representing the communities]*

20-G-149

Cancellation
of National
Night Out

CITY OF COLLEGE PARK, MARYLAND
REGULAR MEETING AGENDA

AGENDA ITEM 20-G-149



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

Meeting Date: 09/08/2020

Presented By: R.W. Ryan,
Public Services Director and
Gabi Wurtzel, Event Planner

Proposed Consent: Yes

Originating Department: Public Services

Action Requested: Consider cancellation of National Night Out (NNO)

Strategic Plan Goal: Goal 1: One College Park

Background/Justification:

National Night Out (NNO) is a community/police public safety awareness-raising event in the United States, held the first Tuesday of August in most of the country. Due to limits on social gatherings and physical distancing requirements due to the COVID-19 pandemic, the Council determined to reschedule NNO in the City of College Park, to the first Tuesday of October 2020.

As the pandemic remains a public health risk and is anticipated to continue to require limits to social gatherings, staff is recommending that the 2020 event be redesigned as a virtual event only.

Council is requested to approve this concept in general and cancel normal planned activities in City neighborhoods.

One City-wide virtual event is envisioned. Residents could participate by turning on porch lights and "tuning in" to a program of crime prevention education presentations, and other community risk reduction information. Some entertainment might be included. Some at home activities such as testing smoke alarms, or ringing in the night by a communal noise making event at a certain, limited, time might be considered.

If Council approves this direction, Public Services and Event Planning staff would work together to propose a virtual program for Council approval.

Staff recommends Council discussion and requests Council direction for planning a virtual 2020 NNO.

Fiscal Impact:

In the FY20 budget, \$1,000 has been provided for NNO supplies. This would be available for online visual materials.

Council Options:

1. Cancel physical NNO events and approve development of a virtual NNO experience.
2. Cancel physical NNO events and not plan any virtual NNO event.
3. Approve another plan.

Staff Recommendation:

Option #1

Recommended Motion:

I motion to cancel a physical NNO and approve development of a virtual NNO experience.

Attachments:

N/A

20-G-148

Parking Regulations on Cherokee Street



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

AGENDA ITEM 20-G-148

Prepared By: Robert W. Ryan
Public Services Director

Meeting Date: 09/08/2020

Presented By: Robert W. Ryan
Public Services Director

Consent Agenda: Yes

Originating Department: Public Services

Action Requested: Approval of modifications to restricted parking on a portion of Cherokee Street to allow unrestricted parking to relieve a blocked fire lane at the Townhouses on Cherokee Street.

Strategic Plan Goal: Goal #4 Quality Infrastructure

Background/Justification:

Previously, the Mayor and Council discussed the property development South of Cherokee Street, originally 'Metropolitan' and later renamed 'The Boulevard at 9091'. This development has not been completed as originally planned. It does not include structured parking facilities.

Council directed staff to conduct a parking survey of the property owners on the neighboring streets to gather feedback as to whether a residential parking permit area should be created in advance of this construction.

Following the results of this survey, the Council approved a new residential permit parking zone on September 25, 2018 (18-G-124) for all streets east of Baltimore Avenue to Rhode Island Avenue, and from Blackfoot Road north to, but not including, Delaware Street. Residents of the new townhouses are excluded from obtaining residential parking permits in this zone. The days and hours of enforcement for new permit zone 4A were set at seven (7) days a week from 7:00 p.m. to 7:00 a.m. by permit only. Notice of this decision was then mailed to all property owners in the affected area to advise them of this matter, to include that upon completion of all sign installation a fourteen (14) day grace period would begin.

By agreement with, and funding by, the developer, the cost of residential permits at the time was free to residents for the first year. As the Council has eliminated annual residential parking permit fees, residents of this zone will continue to receive free residential parking zone permits.

Shortly after enforcement started, staff began receiving resident concerns over available parking for residents of the new townhouses. Original plans for a multifamily building and parking structure along Baltimore Avenue have been delayed and may be revised. These plans included additional visitor off-street parking for the townhouse residents in the garage. The townhouses are constructed to meet the minimum of two off street parking spaces per unit.

The Declaration of Covenants between the City and the developer does not entitle properties in the development to permits for residents or visitor permits for on-street parking. As noted, adequate resident and visitor parking was to have been provided on-site by the developer. At this time on street parking and visitor permits are not being issued to townhouse residents.

There currently exists a potential life safety hazard at this development. Public Services staff was notified by the fire department of continuous blocking of access to a fire hydrant and obstruction of emergency apparatus by vehicles parked at the curb within the access road for the townhouse garages. A Code Enforcement Officer investigated and confirmed this hazard. To meet County Fire Code requirements as adopted in the City Code, the construction manager for Lennar, has been directed to paint this curb yellow with stenciling "Fire Lane – Tow Away Zone" and enforce no parking in this area.

There is obviously inadequate parking available to the residents of these townhouses and designating this fire lane will exacerbate this problem. Staff are recommending an immediate interim measure to help alleviate this condition. Staff recommends that unrestricted parking be allowed on the south side of Cherokee Street from Baltimore Ave. to 48th Place, except in front of a single-family home which has residential parking zone 4A permits, and at the turn in lane from Baltimore Ave. If this partial solution results in vehicles from other areas using the parking spaces and preventing use by townhouse residents, then Council may want to consider creating a new permit zone along Cherokee for townhouse residents.

In the future if there is no plan to construct a parking garage, efforts to require a parking lot for townhouse residents and guests is recommended.

Fiscal Impact: Staff time to remove approximately 7 existing Zone 4A signs on the South side of Cherokee

Council Options:

1. Allow unrestricted on-street parking by townhouse residents and visitors on the South side of Cherokee.
2. Maintain the current conditions.
3. Decide other options in this zone.

Staff Recommendation:

Option #1.

Recommended Motion:

I move to allow unrestricted parking on the South side of the block of Cherokee Street between Baltimore Avenue and 48th Place, except in front of a single-family residence which has permit zone 4A permits, and the turn in lane from Baltimore Avenue.

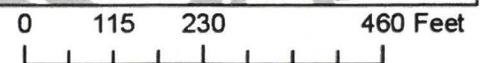
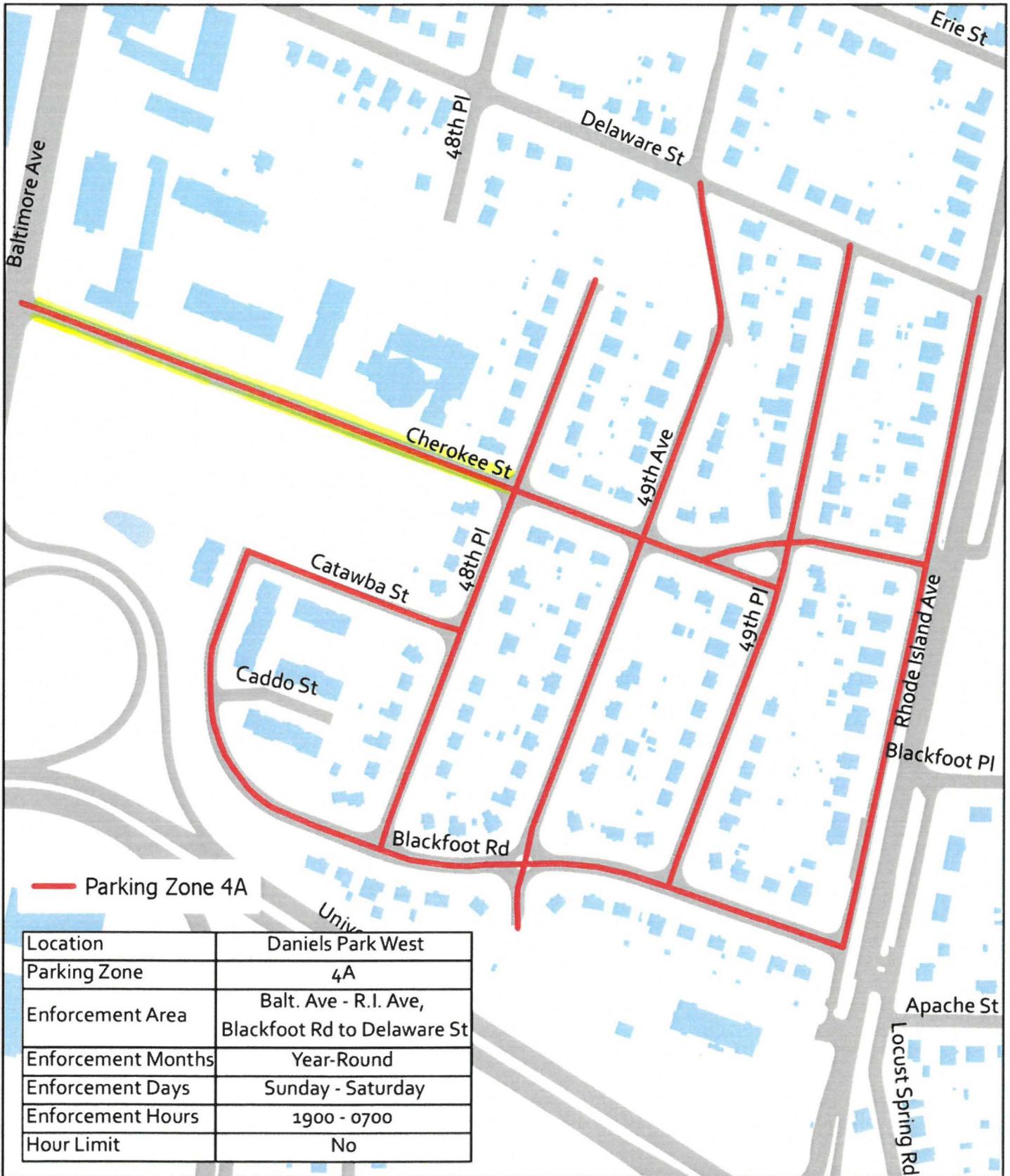
Attachments:

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

City of College Park Parking Map

Zone 4A

Created by: College Park Engineering
 Source: College Park GIS, M-NCPPC
 Created: 1/15/2020



20-G-127

Detailed Site Plan-
Branchville Gardens
Apartments



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

AGENDA ITEM 20-G-127

Prepared By: Miriam Bader, Senior Planner

Meeting Date: September 8, 2020

Presented By: Miriam Bader, Senior Planner
Terry Schum, Planning Director

Proposed Consent: No

Originating Department: Planning and Community 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 September 24.

Since the Worksession on July 7th, the Applicant has reached out to City staff, the Berwyn District Citizens Association (BDCA) and the Branchville Volunteer Fire Department (BVFD). Proposed conditions have been revised to address most concerns. The revised conditions have been updated in the staff report (Attachment 1). The Applicant has agreed to construct an asphalt turning area designed to accommodate a 45-foot long fire truck, which exceeds the size of any truck in the BVFD's current fleet (Attachment 3). Construction plans will be submitted to and approved by the City Engineer. The Applicant will not be able to construct a 5-foot wide sidewalk to the east side of 49th Avenue within the Branchville Road right-of-way, but is proposing to construct a sidewalk outside of the right-of-way with a public access easement (Attachment 4).

Fiscal Impact:

The project proposes to develop a vacant site which will generate an increase in City property taxes.

Council Options:

1. Recommend approval of DSP-19042 with conditions and subject to a Declaration of Covenants per City Staff Recommendation.
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. Staff Report with Revised Conditions dated September 4, 2020
2. Declaration of Covenants
3. Turn Around and Turning Radius Exhibit
4. Sidewalk Overlay Exhibit

City Staff Review and Recommendation

DSP-19042
Branchville Gardens
4810 Branchville Road

Project Description

This request is for Detailed Site Plan (DSP) approval for property owned by Cruz Development Corporation. The project is located on the north side of Branchville Road, west of its intersection with MD 193 (University Boulevard) and Rhode Island Avenue. The site is currently undeveloped. The proposed project is 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. 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 triangular-shaped, 2.2-acre property consists of two parcels: Parcel A, containing 2.0199 acres, zoned R-10, and Parcel 91, containing 0.1801 acres (7,846 square feet) zoned O-S (Open-Space). The DSP only consists of Parcel A even though Parcel 91 contains part of the eastern stormwater management facility for the project.

The property abuts single-family homes to the west, University Boulevard to the north, and the Branchville Volunteer Fire Department station and land on the south side of Branchville Road.

As part of Detailed Site Plan review, the Applicant is requesting Alternative Compliance from Section 4.6.1 of the Landscape Manual to reduce the street buffer yard from University Boulevard. The Applicant is also requesting a specimen tree variance to remove a 44" Diameter at Breast Height (DBH) Silver Maple tree that was labeled in Poor condition on the Type 2-Tree Conservation Plan.

Previous Approvals

Preliminary Plan of Subdivision, 4-86220 (Attachment 3), was approved by the Planning Board on March 12, 1987 subject to 5 conditions. The final plat was approved in 1988 with all 5 conditions met. Condition 5 required the "Approval of a site plan by the Planning Board prior to final plat of subdivision to address property ingress and egress to the site and a buffer for the single-family residences to the west." Site Plan 87165 (Attachment 7) was approved in February 1988 with five conditions including Condition 5 that states, "the applicant shall demonstrate to the satisfaction of the Transportation Planning Division and the Branchville Volunteer Fire Department that appropriate standards for a turning radius for fire and rescue vehicles are achievable in the designated clear area, or else the plan shall be revised to provide for such a

turning radius. The plan shall be reviewed by the Prince George's County Fire Department." In addition, the Board of Appeals approved a request for a variance (Appeal No. 8461) in August 1987 to allow the applicant to exceed the minimum required green area. This decision was subject to five conditions including Condition 3 "a fire truck turning radius is provided across from the fire company in accordance with the needs of the fire company" (Attachment 4).

There is also an Agreement dated March 26, 1987 between the Cruz Development Company and the Berwyn District Civic Association. This Agreement was based on a previous application that is different from the subject application. It is not enforceable by the City and states that, "All parties to this Agreement recognize that the requirements of any such public authorities for the development of the property may supersede or exceed the obligations as set forth in this Agreement" (Attachment 5).

On October 19, 2015, the Advisory Planning Commission (APC) recommended to the City Council to grant a front yard fence variance to Cruz Development Group with three conditions: "1. Correct the fence location plan to accurately record the height of the existing fences on the western property line. They are 4-feet tall not 8-feet tall. 2. Reduce the fence height to 4-feet to lessen the impact on the neighborhood. 3. Upgrade the material of the fence from welded wire to vertical, aluminum or metal posts or something similar that would be more compatible with the neighborhood, subject to approval of City of College Park staff." A City Council member requested an Oral Argument on this recommendation on October 26, 2015 since the action of the APC was not unanimous. The Oral Argument was held on December 1, 2015 and the City Council denied the variance. Cruz Development Group appealed this decision to the Circuit Court. The Circuit Court on October 17, 2016, reversed the decision of the Mayor and Council and remanded the matter back to them with directions to enter a final decision approving the Petitioner's application for variance (Attachment 6). At the same time as the filing to the Circuit Court by Cruz, the Branchville Volunteer Fire Department filed a quiet title action with the Circuit Court to prevent the erection of the fence arguing adverse possession and interference with fire truck turning radius. This Court did not support the Fire Department's argument. A fence permit to erect a 4-foot tall, wrought iron style fence was issued on February 6, 2016 and the fence was erected.

Comment: The 1988 site plan and 1987 variance are no longer valid as the project was never constructed and is superseded by the subject application which must comply with current regulations. City staff is not aware of any complaints regarding lack of fire truck maneuverability or reduced response time since the fence was installed in 2016.

Environmental

The site does not have any floodplain, wetlands, or steep slopes; however, the Applicant is required to comply with the Woodland and Wildlife Habitat Conservation Ordinance, Subtitle 25, Division 2. The Applicant will remove 1.06 acres of woodland and will provide 1.06 acres of woodland on another property, as required, according to their submitted TCP-2. Section 25-128, Tree Canopy Coverage requires the provision of a minimum 15% tree canopy (13,199 square feet). The Applicant complies with this Section by providing 17.9% (15,760 square feet).

Comment: The Landscape Plan needs to be corrected since it incorrectly states the tree canopy requirement as 10% (8,799 square feet).

Specimen Tree Protection

In addition, Subtitle 25, Division 3, requires the protection of specimen trees. The Applicant has requested a variance to remove a 44-inch DBH Silver Maple specimen tree listed on the TCP2 as in poor condition. This tree is located on the west side of the parcel approximately 40 feet from the boundary line. The Applicant states that if the tree was retained, the construction would further negatively impact its condition, creating a potential hazard to the proposed structure, property and nearby properties should the tree fail. In addition, the Applicant argues that the location of the tree is such that it greatly impacts reasonable use of the property including siting the building, providing parking and adequate stormwater management. This condition is exacerbated by the unusual, triangular shape of the property.

Comment: The removal of this specimen tree will be decided with this DSP. Staff supports the removal of the tree due to its condition, location and meeting all the required criteria to grant a variance.

Storm Water Management

There are two storm water management facilities: One located in front of the southern side of the building and one along the eastern side of the lot. The eastern storm water facility has a length averaging over 100-feet and a width averaging 40-feet. About half of this facility is located on Parcel A and the other half is on Parcel 91. Stormwater management will consist of bioretention over a gravel wetland base. A stormwater management concept plan was approved on December 12, 2019.

Site Design and Architecture

The triangular shaped through lot has frontage on University Boulevard (an arterial street with denied access by SHA) and Branchville Road (a local street). The building is an “L” shape to best accommodate the unique shape of the lot. The building consists of two levels of above ground parking with five levels of apartments above.

Site access is from a 2-lane driveway on Branchville Road opposite 49th Avenue. The building front faces University Boulevard and there is a circular drive and drop-off area at the front entrance in the middle of the “L.” There is no building entrance on the southern façade, just a fire exit. The lower level of the parking garage (47 spaces) is accessed via the eastern end of the building and the upper level of the garage (48 spaces) is accessed at the northeastern side of the building. Both parking areas have bicycle storage, and trash rooms. The lower level has direct access to the lobby, a laundry room, function room and restrooms. The upper level has an exercise room. A fee-in-lieu of recreational facilities was paid at the time of final plat.

A five-foot wide sidewalk is shown along Branchville Road, west of the driveway but does not continue east of the driveway. On-site sidewalks offer minimal for pedestrian circulation.

The 7-story building has a flat roof and the primary building materials are brick, hardi-plank and clapboard siding. All units have balconies, some with sliding double doors. Windows are a combination of double hung and single hung (6 over 6) windows. The parking garage windows will have screens, but the exact material has not been specified.

Comment: Across Branchville Road, opposite the development, is the Branchville Volunteer Fire Department. Most of the service calls require the fire trucks to travel west on Branchville Road, requiring a three-point back-up maneuver out of the fire station which may necessitate the firetruck to transverse this eastern section of sidewalk; therefore, this sidewalk shall be constructed of heavy duty concrete to support a firetruck.

The Applicant states that there is insufficient room to install a sidewalk along Branchville Road, east of the driveway, but evidence has not been provided to establish this condition. Staff recommends the Branchville Road sidewalk continue east of the driveway to Rhode Island Avenue, if feasible and that a public access easement to the City be given, if needed.

It is not clear if the trash room will provide for recycling. Staff recommends recycling facilities be included in the design of the trash room.

Zoning and Detailed Site Plan Requirements

Section 27-439 of the Zoning Ordinance sets out the requirements for development in the R-10 zone, see table below.

Development Standards

The following development standards have been met:

| Standard | Required | Proposed | Requirement Met |
|------------------------------|--|---|-----------------|
| Setback from Univ. Blvd. | 45' | 49.88' | Yes |
| Setback from Branchville Rd. | 52.5' | 53' | Yes |
| Setback from West side | 36.67' | 37' | Yes |
| Setback from East side | 25' | 169.23' | Yes |
| Lot Coverage (Maximum) | 50% | 42.55% | Yes |
| Height | 52'-110' | 66' | Yes |
| Max. Dwelling Unit per Acre | 48 du/acre | 40.01 du/acre | Yes |
| Max. Yield | 96.96 units | 81 units | Yes |
| Parking Required | 128 spaces | 128 spaces | Yes |
| Bicycle Parking | 2 "U" style racks and parking or storage in garage | 2 "U" style racks and storage in garage | Yes |

Multi-family development 110 feet high and under is also required to meet Detailed Site Plan criteria as set forth in Zoning Ordinance: Sec. 27-281 through Sec. 27-290. Sec. 27-283. Site design guidelines specifies that "The Detailed Site Plan shall be designed in accordance with the same guidelines as required for a Conceptual Site Plan (Section 27-274)." These standards

address: Parking, Loading, and Circulation; Lighting; Views; Green Area; Site and Streetscape Amenities; Grading; Service Areas; Public Spaces; and Architecture.

Comment: The Applicant complies with the Zoning Ordinance and Detailed Site Plan requirements except for those noted below. With Staff recommended conditions, the Applicant will come into compliance.

1. Lighting- The Ordinance, Sec. 27-274. (a) (3), requires the following:
 - (A) *For uses permitting nighttime activities, adequate illumination should be provided. Light fixtures should enhance the site's design character. To fulfill this goal, the following guidelines should be observed:*
 - (i) *If the development is used at night, the luminosity, orientation, and location of exterior light fixtures should enhance user safety and minimize vehicular/pedestrian conflicts;*
 - (ii) *Lighting should be used to illuminate important on-site elements such as entrances, pedestrian pathways, public spaces, and property addresses. Significant natural or built features may also be illuminated if appropriate to the site;*
 - (iii) *The pattern of light pooling should be directed on-site;*
 - (iv) *Light fixtures fulfilling similar functions should provide a consistent quality of light;*
 - (v) *Light fixtures should be durable and compatible with the scale, architecture, and use of the site; and*
 - (vi) *If a variety of lighting fixtures is needed to serve different purposes on a site, related fixtures should be selected. The design and layout of the fixtures should provide visual continuity throughout the site.*

Staff recommends the Applicant submit a lighting photometric plan to ensure that external lighting does not cause glare onto the adjoining properties, especially the single-family residences along the western boundary.

2. Green Area/Public Spaces-The Ordinance, Sec. 27-274. (a) (5) and (9) requires the following:
 - (A) *On-site green area should be designed to complement other site activity areas and should be appropriate in size, shape, location, and design to fulfill its intended use. To fulfill this goal, the following guidelines should be observed:*
 - (i) *Green area should be easily accessible in order to maximize its utility and to simplify its maintenance;*
 - (ii) *Green area should link major site destinations such as buildings and parking areas;*
 - (iii) *Green area should be well-defined and appropriately scaled to meet its intended use;*
 - (iv) *Green area designed for the use and enjoyment of pedestrians should be visible and accessible, and the location of seating should be protected from excessive sun, shade, wind, and noise;*

- (v) *Green area should be designed to define space, provide screening and privacy, and serve as a focal point;*
 - (vi) *Green area should incorporate significant on-site natural features and woodland conservation requirements that enhance the physical and visual character of the site; and*
 - (vii) *Green area should generally be accented by elements such as landscaping, pools, fountains, street furniture, and decorative paving.*
- (B) The application shall demonstrate the preservation and/or restoration of the regulated environmental features in a natural state to the fullest extent possible in accordance with the requirement of Subtitle [24-130\(b\)\(5\)](#).*

The Ordinance, Sec. 27-274. (a) (9), requires the following regarding Public Spaces:

(A) A public space system should be provided to enhance a large-scale commercial, mixed-use, or multifamily development. To fulfill this goal, the following guidelines should be observed:

- (i) Buildings should be organized and designed to create public spaces such as plazas, squares, courtyards, pedestrian malls, or other defined spaces;*
- (ii) The scale, size, shape, and circulation patterns of the public spaces should be designed to accommodate various activities;*
- (iii) Public spaces should generally incorporate sitting areas, landscaping, access to the sun, and protection from the wind;*
- (iv) Public spaces should be readily accessible to potential users; and*
- (v) Pedestrian pathways should be provided to connect major uses and public spaces within the development and should be scaled for anticipated circulation.*

The Applicant is not proposing any public amenity space. Staff recommends the Applicant provide a pedestrian trail around the perimeter of the eastern storm water management facility.

3. Site and streetscape amenities- The Ordinance, Sec. 27- 274 (a) (6), requires the following:

(A) Site and streetscape amenities should contribute to an attractive, coordinated development and should enhance the use and enjoyment of the site. To fulfill this goal, the following guidelines should be observed:

- (i) The design of light fixtures, benches, trash receptacles, bicycle racks and other street furniture should be coordinated in order to enhance the visual unity of the site;*
- (ii) The design of amenities should take into consideration the color, pattern, texture, and scale of structures on the site, and when known, structures on adjacent sites, and pedestrian areas;*
- (iii) Amenities should be clearly visible and accessible, and should not obstruct pedestrian circulation;*
- (iv) Amenities should be functional and should be constructed of durable, low maintenance materials;*

- (v) *Amenities should be protected from vehicular intrusion with design elements that are integrated into the overall streetscape design, such as landscaping, curbs, and bollards;*
- (vi) *Amenities such as kiosks, planters, fountains, and public art should be used as focal points on a site; and*
- (vii) *Amenities should be included which accommodate the handicapped and should be appropriately scaled for user comfort.*

The Applicant is not proposing any site or streetscape amenities. Staff recommends the Applicant provide ornamental trees in the landscape strip along Branchville Road west of 49th Avenue and apply for a City matching grant for a public art feature on site.

Landscape Manual

The development is required to meet the following Landscape Manual requirements:

- Section 4.1-4, Residential Requirements for Multi-Family- Required to provide 48 shade trees and is providing 48 shade trees- Requirement Met.
- Section 4.3-2, Interior Planting for Parking Lot- Required to provide 4 shade trees and is providing 6 shade trees-Requirement Met.
- Section 4.7, Buffering Incompatible Uses-Required to provide minimum 37-foot building setback, minimum 27-foot wide landscape yard and 223 plant units. Providing 37-foot building setback, 27-foot wide landscape yard and 225 plant units. - Requirement Met.
- Section 4.9-1, Sustainable Landscaping Requirements-Required to provide 30 native shade trees, 29 native evergreen trees, and 43 native shrubs. Providing 39 native shade trees, 53 native evergreen trees and 96 native shrubs. -Requirement Met.

Alternative Compliance

This development is also required to meet Section 4.6-1, Buffering Residential Development from Street (University Boulevard) which requires the provision of a 50-foot wide buffer strip parallel to University Boulevard. An Alternative Compliance (AC-19025) application was filed on May 13, 2020 to provide a 25-foot wide buffer strip with 29 shade trees, 76 evergreen trees, 143 shrubs and a 6-foot high, vinyl privacy fence, 15-feet from the University Boulevard property line. The M-NCPPC Planning Director is recommending approval which may be formally approved by the Planning Board, with this DSP application.

Comment: The Planning Director states the following justification for the recommendation: “Due to the triangular shape of the site, the applicant cannot provide the required 50-foot-wide buffer and retain a viable building and parking envelope. Instead, the applicant has provided a 25-foot-wide buffer with the full number of plant units, as required by Section 4.6(c)(1)(B)(i), and a 6-foot-high opaque fence. The inclusion of the fence allows the applicant to reduce the number of required plant units by 50 percent. In this case, the fence has been provided and no reduction in plant units is requested. The fence, in combination with all of the required plant units, has been designed to form an effective buffer between the proposed multifamily development and MD 193, despite the requested reduction in buffer width. The Alternative

Compliance Committee finds the applicant's proposal equally effective as normal compliance with Section 4.6. The reduction in required width of the buffer from 50 to 25 feet is offset by the provision of the full number of required plant units and a 6-foot-high opaque fence. The resulting design will provide adequate buffering between the multifamily development and MD193." Staff supports the Planning Director's justification and recommendation for Alternative Compliance.

RECOMMENDATION (Revised September 4, 2020)

Staff recommends approval of DSP-19042 with conditions as follows:

1. Prior to certification of the Detailed Site Plan, the Applicant shall:
 - a. Construct an asphalt turning area to accommodate Branchville Volunteer Fire Department fire trucks as shown in Attachment 3 with a public use easement agreement to the City, as needed. Construction plans shall be submitted to the City of College Park Engineer for review and permitting.
 - b. Provide recycling facilities in the trash room and additional washers and dryers in the laundry room, if they cannot be provided in the individual units.
 - 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.
 - g. Provide sidewalk access from the building to the eastern terminus of Branchville Road, a crosswalk across Branchville Road, and a public use easement agreement to the City, as needed. Construction plans for sidewalk in the Branchville Road right-of-way shall be submitted to the City Engineer for review and permitting.
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. Add amenities, as feasible, to the area of the eastern stormwater management facility to include seating, a trash receptacle, and a pet waste disposal stand.
 - c. Correct Tree Canopy Coverage Schedule from 10% to 15% and total square footage required from 8799 square feet to 13,199 square feet.
 - d. Provide ornamental trees within the landscape strip along the Branchville Road right-of-way west of 49th Avenue.
4. Prior to Planning Board approval, execute a Declaration of Covenants Agreement with the City in substantially the form attached. Any of the foregoing conditions not included

in the Planning Board resolution will be added to the Declaration of Covenants by amendment or included by other Agreement.

DECLARATION OF COVENANTS AND AGREEMENT
REGARDING LAND USE

THIS DECLARATION OF COVENANTS AND AGREEMENT REGARDING LAND USE (“Agreement”), is effective the _____ day of September, 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 certification, Cruz shall show on the Detailed Site Plan a 5-foot wide sidewalk along the entire property frontage east of 49th Avenue, including Parcel 91. Prior to building permit, Cruz and its heirs, successors and assigns shall enter into a Public Use Easement Agreement with the City for the public use of that portion of the frontage sidewalk on Branchville Road located on the Property. The area is more particularly shown on attached Exhibit A, which is incorporated herein by reference. The Public Use Easement Agreement shall be acceptable to the City, and recorded by Cruz in the land records for Prince George’s County, Maryland. Plans shall be submitted to and approved by the City Engineer. Cruz shall maintain that portion of the sidewalk in the Easement Area.

4. Prior to certification of the Detailed Site Plan, Cruz shall revise the Landscape Plan to show amenities, as feasible, to the area of the eastern stormwater management facility to include seating, a trash receptacle, and a pet waste disposal stand on the Landscape Plan

5. 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 49th Avenue. The number and type of trees are subject to City approval. The City will maintain the trees once planted.

6. 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 not preclude either the sale of a whole building(s) containing multi-family apartment units or the sale of non-residential condominium units or commercial condominium units to another entity, or 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 500 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.

7. 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.

8. Prior to certification, Cruz shall show on the Detailed Site Plan a vehicle turning area specifically designed to accommodate Branchville Volunteer Fire Department fire trucks as shown in attached Exhibit B, which is incorporated by reference. Prior to building permit, Cruz and its heirs, successors and assigns shall enter into a Public Use Easement Agreement with the City for the public use of that portion of the vehicle turning area on Branchville Road located on the Property. The Public Use Easement Agreement shall be acceptable to the City, and recorded by Cruz in the land records for Prince George's County, Maryland. Plans for construction shall be submitted to and approved by the City Engineer. The City shall maintain that portion of the vehicle turning in the Easement Area.

9. 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.

10. 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.

11. 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.

12. 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.

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

14. 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

15. Except as provided in Paragraph 7, 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.

16. 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.

17. 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.

18. 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 20, which shall run with the land. 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.

19. 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.

20. 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.

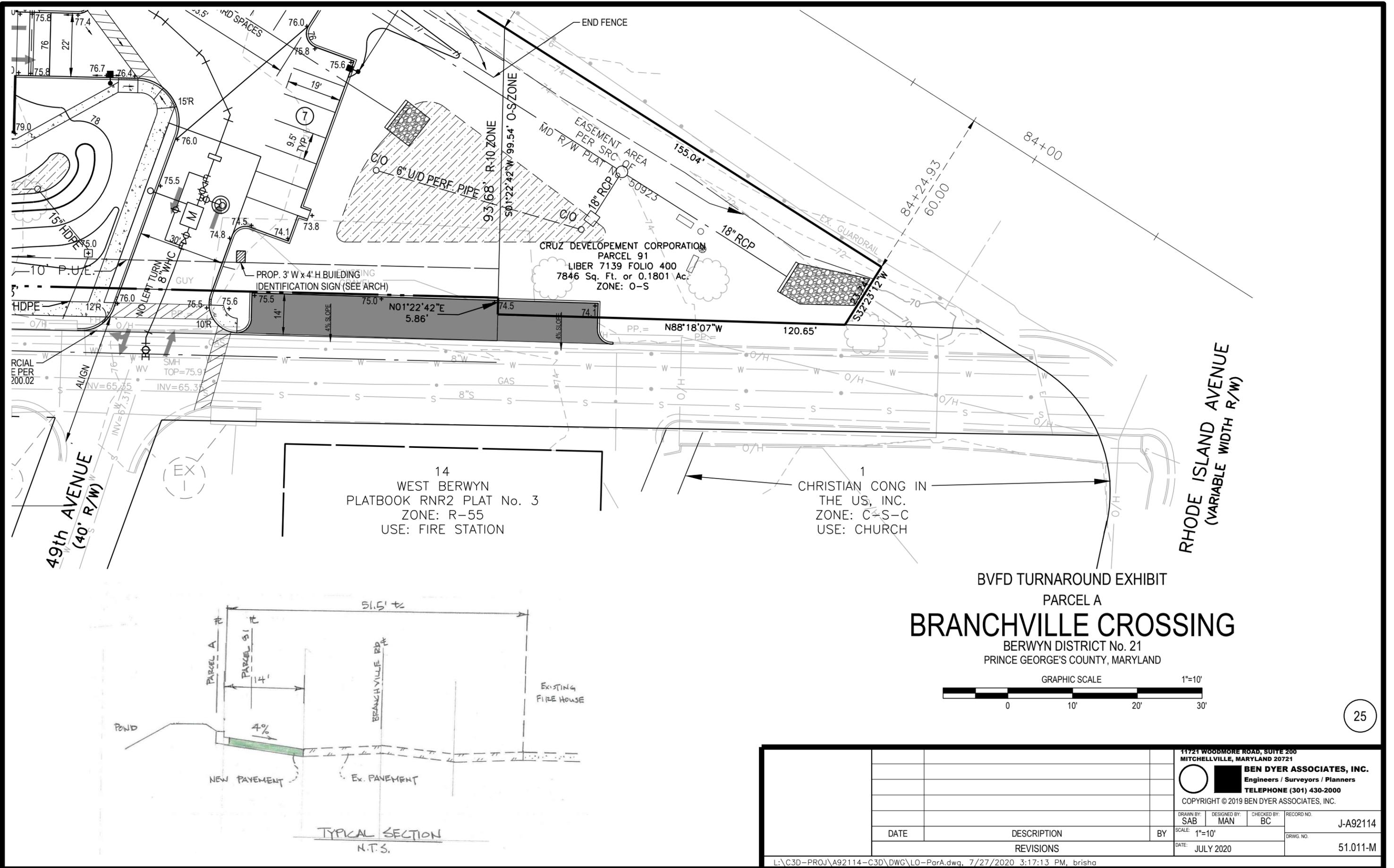
Suellen M. Ferguson

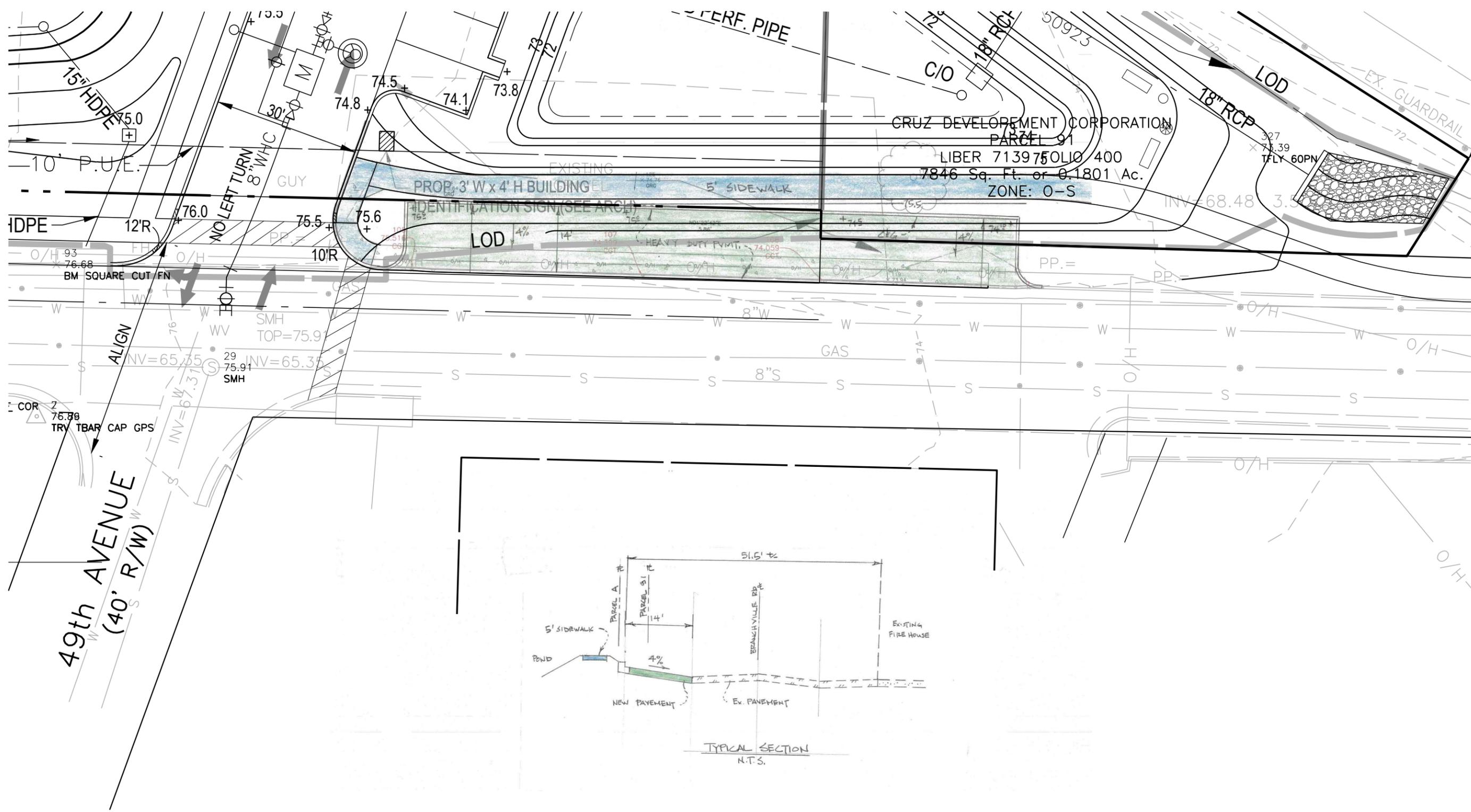
This document shall be recorded in the Land Records of Prince George's County.

After recording, please return to:

Suellen M. Ferguson, Esq.

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





20-G-128

Detailed Site Plan- Marriott Residence Inn



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

AGENDA ITEM NUMBER 20-G-128

Prepared By: Miriam Bader, Senior Planner

Meeting Date: September 8, 2020

Presented By: Miriam Bader, Senior Planner
Terry Schum, Planning Director

Proposed Consent Agenda: No

Originating Department: Planning and Community 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.

This application was continued to allow the Applicant to file a companion application for a Departure from Parking and Loading Standards (DPLS) and the Planning Board hearing was rescheduled to September 24th. The substance of the application was not changed, but the City staff recommendation has been revised to reflect support for the DPLS application instead of a DSP modification to allow 2 rather than 3 loading spaces.

Fiscal Impact:

The project adds development to property currently used as a surface parking lot and will generate increased tax base for the City.

Council Options:

1. Recommend approval of DSP-18047 and DPLS-485 with conditions revised September 4, 2020.
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 and Departure from Parking and Loading Standards DPLS-485 with conditions in accordance with the staff recommendation dated September 4, 2020.

Attachments:

1. Staff Report with Revised Conditions (September 4, 2020).

ATTACHMENT 1

City Staff Review and Recommendation

Detailed Site Plan-18047 and Departure DPLS-485

College Park Marriott (New County Hotel, LLC)

Northwest corner of Campus Drive and Corporal Frank Scott Drive

Revised September 4, 2020

Project Description

The Applicant, New County Hotel, LLC (Republic Properties), is requesting approval for a Detailed Site Plan 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 and a Departure to reduce the number of loading spaces from 3 to 2. 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.

On January 23, 2020, the Prince George’s County Planning Board approved Preliminary Plan 4-18027 (PPS) subject to 10 conditions. These conditions are analyzed further in the report. The PPS also approved the abandonment of a 30-foot Knox Road right-of-way that traversed the lot and granted a variation request to reduce the required Public Utility Easement (PUE) from 10-feet wide to 5-feet wide.

Zoning

The subject property is within the 2015 Approved College Park-Riverdale Park Transit District Development Plan (TDDP) and is zoned Mixed-Use Infill/Transit District Overlay (MUI/TDOZ) and APA 6 overlay.

Comment: The Applicant received a “Determination of No Hazard to Air Navigation” letter on February 11, 2020.

Surrounding Uses and Zoning

| Direction from subject site | Use | Zoning |
|------------------------------------|---|-----------------------|
| North of Lehigh Road | Commercial uses including car repair shops and a home goods store. | MUI, TDO, APA-6 |
| South of Campus Drive | US Food and Drug Administration Center for Food Safety and Applied Nutrition’s (CFSAN) Harvey W. Wiley Federal Building | MUI, TDO, APA-6 |
| West of Campus Drive | WMATA-College Park Metro and its associated six-level parking structure, surface parking, kiss and ride and bus facility; also, the future location of the College Park Purple Line Light Rail station. | MUI, TDO, APA-6 |

| | | |
|------------------------------------|-----------------------------|-----------------------|
| East of Corporal Frank Scott Drive | JTCC operated Tennis Center | MUI, TDO, APA-6 |
|------------------------------------|-----------------------------|-----------------------|

Conformance with Preliminary Plan Conditions

A preliminary plan was adopted by the Prince George’s County Planning Board on February 13, 2020 (PGCPB Resolution No. 20-09) with 10 conditions. Below is a staff review of compliance with these conditions:

1. Prior to signature approval of the preliminary plan of subdivision, the plan shall be revised to:

a. Provide documentation from the City of College Park, to allow a substandard right-of-way along Lehigh Road. In lieu of such documentation, show dedication of 10 feet along the frontage of Lehigh Road, or other dedication as otherwise required by the City.

Comment: Addressed.

b. Expand the public use easement over the internal driveway, extending from the intersection of Campus Drive and River Road to Lehigh Road, to cover the pedestrian access area.

Comment: Addressed.

2. Prior to signature approval of the preliminary plan of subdivision, the applicant shall provide an approved stormwater concept plan and letter, and an approved floodplain waiver from the Prince George’s County Department of Permitting, Inspections and Enforcement.

Comment: Stormwater management concept plan number 53859-2018-00, dated March 26, 2020, and a floodplain waiver, dated December 12, 2019 were approved by Prince George’s County Department of Permitting, Inspections and Enforcement (DPIE). A Mandatory Referral application request MR-1944A was submitted and approved the creation of a drainage swale to provide compensatory floodplain storage on the adjacent M-NCPPE owned College Park Airport property.

3. Prior to acceptance of the detailed site plan, the following information shall be provided:

a. An exhibit that illustrates the location, limits, specifications and details of the off-site sidewalk and Americans with Disabilities Act improvements, consistent with Section 24-124.01(f) and the cost cap in Section 24-124.01(c).

Comment: As part of the Preliminary Plan of Subdivision process, the Applicant is required to demonstrate conformance with Sec. 24-124.01 of the Prince George’s County Code which requires the provision of adequate bicycle and pedestrian impact statement (BPIS). According to the scoping agreement, based on the proposed 123,396 square feet of commercial/retail space, a cost cap of \$43,188.60 was established. The submitted BPIS Plan indicates a detail

for a concrete bus shelter and concrete bus pad. This improvement was suggested based on an existing bus stop. This bus stop has been removed due to Purple Line construction and it is unclear if this bus stop will go back after construction. Staff recommends the BPIS be revised to 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.”

b. Demonstrate compliance with the Transit District Development Plan streetscape standards.

Comment: The TDDP envisions streetscape improvements to buffer the pedestrian from vehicular traffic. Specifically, the Plan recommends the area between the face of the curb and the building containing “a tree zone (an area for street trees, landscape plantings, and step-off areas for parallel parking spaces, a pedestrian zone (a clear route for unobstructed pedestrian circulation), and a semi-private zone (an area where additional landscape plantings, front yards for residential buildings, café tables and seating, storefront displays, and similar elements may be placed).

The TDDP (p. 223) recommends the following streetscape for Campus Drive (formerly Paint Branch Parkway): Tree Zone (7-10 feet), Pedestrian Zone (6-10 feet) and Semiprivate Zone (2-12 feet).

| Element | Appropriate Width | Proposed Width | Comment |
|-------------------|--------------------------|-----------------------|-----------------------------------|
| Tree Zone | 7-10 feet | 0-3 feet | Move to behind curb |
| Pedestrian Zone | 6-10 feet | 5 feet | Increase width to at least 6-feet |
| Semi-private Zone | 2-12 feet | 0-7 feet | Increase width when below 7-feet |

The submitted Detailed Site Plan and Landscape Plan do not appear to conform to the recommendations. Streetscape sections would help to clarify the plan. It appears the Applicant is proposing a 5-foot wide sidewalk adjacent to the street, a 0-3 feet wide landscape strip with some shade trees and then a 7-foot wide elevated sidewalk along the western side of the building in front of the retail stores. Staff recommends the tree zone be relocated to behind the curb, increase the width of the sidewalk from 5-feet to 6-feet wide and increase the semiprivate zone where feasible.

4. Prior to final plat approval, the applicant shall vacate the existing unimproved Knox Road right-of-way with consent from the City of College Park.

Comment: This condition has been carried forward since final plat approval has not been issued.

5. Prior to approval of any building permit, the applicant and the applicant's heirs, successors, and/or assignees shall demonstrate that one or more of the following required adequate pedestrian and bikeway facilities as designated below, in accordance with Section 24-124.01 of the Subdivision Regulations and the cost cap in Part (c), have (a) full financial assurances, (b) have been permitted for construction through the applicable operating agency's access permit process, and (c) have an agreed-upon timetable for construction and completion with the appropriate operating agency:

a. Construct off-site sidewalks and Americans with Disabilities Act improvements along Old Calvert Road and Edmonston Road, as illustrated on the bicycle pedestrian impact statement plan, or

b. One or more of the following options may be selected as an alternative improvement(s), in coordination with the City of College Park, if it is demonstrated to meet the requirements of Section 24-124.01 at the time of detailed site plan:

(1) Continue the existing sidewalk from the bus stop at the intersection of 50th Avenue and Campus Drive to the hotel site.

(2) Provide a bus shelter at the 50th Avenue/Campus Drive bus stop.

(3) Construct a sidewalk from the Campus Drive/Riverside Avenue intersection on the west side of Riverside Avenue to Old Calvert Road.

Comment: This condition was discussed in number 3. Above.

6. Total development shall be limited to uses that would generate no more than 49 AM and 52 PM peak-hour vehicle trips. Any development generating an impact greater than what is identified herein shall require a new preliminary plan of subdivision with a new determination of the adequacy of transportation facilities.

Comment: The Applicant understands and agrees to comply with this condition as stated in their submitted Statement of Justification, dated revised June 19, 2020.

7. A substantial revision to the mix of uses on the subject property that significantly affects Subtitle 24 adequacy findings, as set forth in a resolution development, shall require the approval of a new preliminary plan of subdivision prior to the approval of any building permits.

Comment: The Applicant understands and agrees to comply with this condition as stated in their submitted Statement of Justification, dated revised June 19, 2020.

8. Development of this site shall be in conformance with the approved stormwater management concept plan and any subsequent revisions.

Comment: The Applicant understands and agrees to comply with this condition as stated in their submitted Statement of Justification, dated revised June 19, 2020.

9. Prior to approval, the final plat of subdivision shall include:

- a. The granting of public utility easements along all public rights-of-way in accordance with the approved preliminary plan of subdivision.**
- b. A note indicating a variation from Section 24-122(a) of the Subdivision Regulations is approved by the Prince George’s County Planning Board for the width of the public utility easements along the public rights-of-way, pursuant to the approved Preliminary Plan of Subdivision 4-18027.**

Comment: The Applicant understands and agrees to comply with this condition as stated in their submitted Statement of Justification, dated revised June 19, 2020.

10. Prior to approval of the final plat of subdivision, the applicant and the applicant’s heirs, successors, and/or assignees shall submit draft public access easement agreements for the on-site driveway, extending opposite River Road, and along Lehigh Road, in accordance with the approved preliminary plan of subdivision. The easement agreements shall be to the benefit of the City of College Park, be approved by the Maryland-National Capital Park and Planning Commission, Subdivision and Zoning Section, and be fully executed. The easement shall be recorded in the Prince George’s County Land Records and the Liber/folio of the easement shall be indicated on the final plat, prior to recordation.

Comment: This condition has been carried forward since final plat approval has not been issued.

Conformance with the 2015 Approved College Park-Riverdale Park Transit District (CPRP-TDDP)

The subject property is in the College Park-Riverdale Park Transit District (CPRP-TDDP). The Plan established four new neighborhoods based on unique features and distinct characteristics. The subject property is identified as located in the College Park Aviation Village neighborhood. The vision for this neighborhood is to create a compact, primarily residential community with integrated neighborhood-serving retail and civic uses. The College Park Aviation Museum serves as a cultural anchor (p. 31). The TDDP states that “the County-owned parking lot north of Paint Branch Parkway offers an excellent short-term development opportunity to jump start the College Park Aviation Village.” (p. 54). The proposed use, hotel with ground floor retail, is consistent with this vision.

Basic Transit District Development Standards

The following development standards have been met:

| Standard | Required | Proposed | Requirement Met |
|------------------------------|--------------------------------|--|--|
| Height | 5-8 stories (maximum 120 feet) | 5 stories (60 feet 4 inches) | Yes |
| Lot Coverage | 80% maximum | 62% | Yes |
| Handicapped Parking Required | 4 spaces | 4 spaces shown on DSP but notes incorrectly state 3 spaces | Yes |
| Loading Spaces | 3 | 2 | A Departure (DPLS-485) is being requested. |
| Bicycle Parking | 13 spaces | 14 spaces | Yes |

Modifications to Development District Standards

The Plan allows requests for amendments to the requirements if the modifications benefit the proposed development and the Transit District and do not substantially impair the Transit District Development Plan (TDDP). The following 10 modifications from the development district standards are being requested:

| Standard | Required | Proposed | Justification | City Staff Recommendation |
|--|--|---|---|----------------------------------|
| 1. Build-to-Line on Campus Drive, and Lehigh Avenue (p. 198) | 15-foot minimum-25-foot maximum from face of the curb. | Majority of building along Campus Drive is greater than 25 feet ranging from 25-feet to 32-feet from face of curb. The entirety of the building facade along Lehigh Avenue is less than 15-feet from face of curb, ranging from 13-feet to 14.5 feet. | Curvilinear shape of Campus Drive conflicts with straight walls of building. Unique condition of having frontages on all sides of the triangular lot. | Support |
| 2. Frontage Buildout at the build-to line (p. 202) | 70% minimum | 60% along Campus Drive | SWM requirements limit buildable areas of site | Support |
| 3. *Building Coverage (p. 202) | 50% minimum | 31% | Entire site is in floodplain. Less Building Coverage=Less negative impact on floodplain. | Support |

| Standard | Required | Proposed | Justification | City Staff Recommendation |
|--|---|---|--|---|
| 4. Parking Spaces (p. 208) | 70 spaces maximum | 80 spaces | Needed due to size of hotel and to adequately serve retail establishments. | Do not support, additional surface parking on site. |
| 5. Surface Parking Setback (p. 211) | 30 feet minimum from build-to line along streets | 10 feet from Corporal Frank Scott Drive and 1-foot from Lehigh Road. | Corner through lot makes it difficult to comply; Applicant will screen parking with landscaping strip. | Support if streetscape will conform to TDDP. |
| 6. Planting Islands (<i>Landscape Manual Section 4.3 (C)(2)</i>) | Provide a parking island every 10 spaces on average according to Landscape Manual Section 4.3 (C) (2) | Not provided every 10 spaces. | Will screen parking lot. | Support, to meet parking requirements. |
| 7. *Signage (p. 217) | Freestanding signs are not permitted in the Aviation Village area. | Proposing two freestanding signs, identification and directional. | No justification provided since modification was not requested. | Support for directional signage but not for pylon sign. |
| 8. *Streets and Open Spaces/Complete Streets (p. 222) | Tree Zone: 7-10 feet Pedestrian Zone: 6-10 feet Semi-Private Zone: 2-12 feet | Tree Zone: 0-3 feet Pedestrian Zone: 5 feet Semi-Private Zone: 0-7 feet | No justification provided since modification was not requested. | Do not support. |
| 9. *Streetscape Lighting (p. 230) | Provide pedestrian-scaled fixtures on poles no higher than 14 feet in height on all streets. | Not shown. | No justification provided since modification was not requested. | Do not support. |

*Not requested but needed.

Environmental Features

The entire site is in the Paint Branch floodplain, which is considered a Primary Management Area (PMA). The subject proposal will impact this regulated environmental feature. The existing site has been developed as a parking lot and is mainly covered by pavement. The portions that

are not paved consist of grass strips that act as buffers between the parking lot and surrounding roads. Section 24-130(b)(5) of the County Subdivision Ordinance, regulates impacts to the PMA's and requires the Applicant to preserve and/or restore regulated environmental features "to the fullest extent possible." In this case, the Applicant will not be able to restore the environmental feature since it covers the entire lot and has been previously disturbed.

To address building regulations for development in a floodplain, the Applicant is required to provide compensatory storage and elevate the building outside of floodplain levels.

Comment: Impacts to regulated environmental features (REFs) are consistent with those approved by the Planning Board at time of PPS 4-18027. A floodplain waiver was issued on December 12, 2019 by the Department of Permitting, Inspection and Enforcement.

Tree Canopy Coverage Conformance

Strategy 2.4 of the TDDP requires the tree canopy coverage ordinance be met without waivers or modifications. A 10 percent tree canopy coverage (TCC) requirement or 9.191 square feet is required in the M-U-I zone. The Applicant complies by providing 10,000 square feet by planting 40 major shade trees on-site.

Woodland Conservation Ordinance

The Applicant received a Woodland Conservation Ordinance Exemption letter on November 06, 2018 (that expires November 06, 2020) because the property contains less than 10,000 square feet of woodland.

Stormwater Management

The site has an approved SWM Concept Letter (53859-2018-00) dated March 26, 2020 and plan that is in conformance with the current code, which is valid until March 26, 2023. The plan includes three stormwater management facilities: two located at the western end of the property and one located south east of the parking lot. These areas will contain bioretention, rain gardens, grassed swales, bio-chambers) and will be designed to serve as visual amenities.

Comment: Staff recommends the western bioretention area be improved with public amenities such as seating, trash receptacles, lighting, walking paths and a public art feature to also serve as a pocket park.

Site Design and Architecture

The triangular shaped, through lot has frontage on Campus Drive (State Road), Corporal Frank Scott Drive (City), Lehigh Road (City) and 50th Avenue (City). River Road terminates at the site. The applicant proposes extending this connection to River Road with a driveway that will connect to Lehigh Road. The building is an "L" shape which takes advantage of frontage on the new private road and Campus Drive.

The main parking lot (58 spaces) is located behind the building, on the northeast side of the site and accessed from Lehigh Road and Corporal Frank Scott Drive. There are 8 perpendicular parking spaces proposed at the northwestern side of the site, accessed from Lehigh Road.

Twelve spaces are located along the west side of the service drive and two compact parallel spaces along the east side of the drive.

The main guest hotel entrance faces the driveway and there is a drop-off area and loading zone. There is a secondary entrance to the hotel from the parking lot. Three retail spaces front Campus Drive. An exterior terrace is provided in front of the retail to potentially provide for exterior seating for future restaurants. Pedestrian access is via an elevated sidewalk accessed from stairs and a handicapped accessible ramp.

A five-foot wide sidewalk is shown along Campus Drive, east of the driveway but does not continue west of the driveway. Sidewalks are also provided along both sides of the driveway. The western driveway sidewalk connects to a system of sidewalks through and around the western storm water management areas.

The 5-story building has a flat roof and the primary building materials are brick, and smooth metal-like panels. The building will have a cast stone base, and an expression line above the first floor.

Sustainability and the Environment (p. 219)

The CPRP-TDDP sets standards for LEED “or other similar rating system standard.” Silver or better (or the equivalent) is “desired” for all new development and LEED-Gold or Platinum certification under an applicable LEED rating system is “encouraged” for all development when feasible.

Comment: The Applicant intends to pursue LEED Silver or two Green Globes. Since Green Globes® is a nationally recognized green rating assessment, guidance, and certification program, Staff supports the Applicant seeking LEED Silver or “two globes.”

Landscape Manual

The development is required to meet the following Landscape Manual requirements:

| Standard | Required | Provided | Standard Met |
|---|---|--|---------------------|
| Section 4.2, Landscape Strips Along Streets | 31 Shade Trees 310 Shrubs | 31 Shade Trees 310 Shrubs | Yes |
| Section 4.3, Interior Planting for Parking Lot | 8% (1,771 sq. ft.) | 9.75% (2,158 sq. ft.) with 9 shade trees* | Yes |
| Section 4.9, Sustainable Landscaping Requirements | 20 native shade trees 93 native shrubs | 31 native shade trees 215 native shrubs | Yes |

*Requesting a modification on planting islands every 10 spaces. See modification section.

RECOMMENDATION

Staff recommends approval of DSP-18047 and DPLS-485 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).

- 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. **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. ***Streets and Open Spaces/Complete Streets** (page 222) – To not provide the required streetscape on Campus Drive and Corporal Frank Scott Drive.
- b. ***Streetscape Lighting** (page 230) – To not provide pedestrian-scaled fixtures no higher than 14-feet on all streets.
- c. **Signage** (page 217) – To allow a pylon sign.

****Not requested but needed***

3. SUPPORT the Departure request (DPLS-485) to reduce the number of loading spaces from 3 to 2.

4. 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. Provide an illustrative streetscape section for Campus Drive from the curb to the building front and for Corporal Frank Scott Drive from the curb to the parking lot. Include landscaped strips behind the curb, minimum 6'-wide 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.
5. 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.
6. Amend the Landscape Plan to:
- a. Enhance the area around the Storm Water Management Facility 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).
7. Revise the sign plan to remove the pylon sign.

20-G-147

Recommendation to Continue Live Camera Monitoring



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

AGENDA ITEM 20-G-147

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

Meeting Date: 09/08/2020

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

Consent Agenda: No

Originating Department: Public Services

Action Requested: Consideration of extending the MOU with University of Maryland Police Department for live monitoring of certain City security cameras through FY21 upon approval of the City Attorney and authorize the City Manager to sign.

Strategic Plan Goal: Goal 4: Quality Infrastructure

Background/Justification:

The UMD Vice president of Administration and Finance has requested that the City reconsider funding for extension of the MOU for live monitoring of certain security cameras through FY21. This request is based upon the potential usefulness of such monitoring to identify large groups of people in the monitored area who are not practicing disease control protocols for COVID-19. If such groups are identified, UMPD will alert PGPD, and together they will investigate large gatherings and gain compliance with physical distancing and face covering guidelines. When appropriate, UMD students will be identified and referred to the Office of Student Conduct.

The Council had previously decided to not fund live monitoring by UMPD and to only fund video data storage for forensic review. University administrators believe live monitoring adds significant value to joint disease control efforts to request that the Council reconsider this decision.

The City Manager and Director of Public Services have been working in joint planning groups with UMD and support this request as another tool to support disease control efforts.

To review past funding and elements of the live monitored system the following information is provided again:

The University of Maryland Department of Public Safety (UMPD) live monitors eighteen (18) CCTV pan-tilt-zoom (PTZ) or 360 degree view security cameras in Old Town and three (3) on Baltimore Avenue between Lakeland and Berwyn House Roads for a total of 21 live monitored enabled cameras. UMD provided this service at no cost for three (3) years until the original MOU expired at the end of FY14. Subsequent MOUs between the City and UMPD reflect the following cost per camera and total costs. To continue UMPD monitoring in FY21, an MOU must be approved by the Council.

Monitoring Costs

| Year(s) | Cost per Camera | Total Annual Cost (21 cameras) |
|-------------|-----------------|--------------------------------|
| FY15 | \$6,130 | \$128,730 |
| FY15 - FY18 | \$6,698 | \$140,658 |
| FY19 | \$6,899 | \$144,879 |
| FY20 | \$7,106 | \$149,226 |
| FY21 | \$7,319 | \$153,699 |
| FY22 | \$7,539 | \$158,319 |

The MOU provided an alternative such that UMDPS will provide record-only services for CCTV cameras at the following annual unit prices. This is not recommended at this time.

Record-Only Services

| Year | Cost per Camera | Total Annual Cost (21 cameras) |
|------|-----------------|-----------------------------------|
| FY19 | \$642 | \$13,482 |
| FY20 | \$661 | \$13,881 |
| FY21 | \$681 | \$14,301 |
| FY22 | \$701 | \$14,721 |

The approved FY21 MOU included the annual cost of live monitoring. That funding remains in the revised budget and has not yet been repurposed as previously discussed.

UMPD has continued live monitoring as a means of tracking potential movement and congregation of large groups

A map of existing camera locations and the draft MOU are attached with the live monitored enabled area highlighted.

Fiscal Impact:

The full budgeted amount of \$153,699 would be spent on live monitoring with no reallocated amount of funds.

Council Options:

1. Approve and authorize the City Manager to sign an agreement with the UMPD and upon approval of the City Attorney, with direction to continue with live camera monitoring services through FY21.
2. Fund only the FY21 data storage costs as previously directed by Council.

Staff Recommendation:

Option #1

Motion:

I move to approve continued live monitoring of security cameras as described, and to authorize the City Manager to sign an MOU with UMD to continue live monitoring through FY21 upon the approval of the City Attorney.

Attachments:

1. FY21-22 MOU
2. Security Camera Maps

UMPD/CITY OF COLLEGE PARK

Memorandum of Understanding

CCTV CAMERA MONITORING

I. OVERVIEW & TERM

This Memorandum of Understanding (MOU) is an agreement between the University of Maryland Police Department, College Park (UMPD) and the City of College Park (CCP) relating to the provision of monitoring services for CCP closed circuit television (CCTV) cameras in the UMPD Security Operations Center (SOC). This MOU in essence continues the agreement entered into by the parties for the period of time commencing on July 1, 2014 and ending on June 30, 2020, with some terms and provisions being modified. The parties have operated in accordance with the terms of this MOU and deem it to be effective retroactively as of July 1, 2020 through June 30, 2022.

II. STAFFING & SUPERVISION

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

III. UNIFORMS & OPERATIONAL COSTS

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

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

IV. COMMUNICATIONS & RELATIONS

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

V. SERVICE & MAINTENANCE OF CAMERAS

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

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

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

VI. TRAINING & PERFORMANCE

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

VII. MONITORING OF CCTV CAMERAS BY SOC PERSONNEL

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

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

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

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

VIII. SERVICE FEES

This MOU commenced in Fiscal Year ("FY") 2021 (July 1, 2020) and continues through FY 2022 (June 30, 2022). It reflects a 3% increase in fees for FY 2021, rounding up to the nearest dollar. The annual unit price for monitoring services under this MOU is \$7,319 per camera for FY2021, \$7,539 per camera for FY2022.

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

FY 2021 - \$153,699.00
 FY 2022 - \$158,319.00

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

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

FY21 - \$681 per camera
 FY22 - \$701 per camera

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

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

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

An invoice for services rendered in FY21 will be sent to CCP from UMPD on or before July 15, 2020.

An invoice for services rendered in FY22 will be sent to CCP from UMPD on or before July 15, 2021.

IX. NON-COMPLIANCE AND TERMINATION

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

X. AGREEMENT OF THE PARTIES

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

IN WITNESS WHEREOF, the parties hereto have executed this MOU this _____ day of _____, 2020, which is the date that the last signatory signs this MOU.

City of College Park:

Witness:

Scott Somers, City Manager

Name:

Date: _____

Approved as to form and legal sufficiency:

Attorney, City of College Park

University of Maryland, College Park:

Witness:

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

Name:

Date: _____

EXHIBIT A

1. Project Title: Old Town "MESH" Wireless
Status: Monitored by UMPD FY21 / FY22
Cameras: 15-PTZ 4- LPR

2. Project Title: Hartwick Road at Princeton Avenue
Status: In Service for Monitoring by UMPD FY21 / FY22
Cameras: 1 -PTZ

3. Project Title: Guilford Road — Calvert Hills
Status: In Service for Monitoring by UMPD FY21 / FY22
Cameras: 2-PTZ 1-LPR

4. Project Title: Lakeland/Baltimore Avenue
Status: In Service for Monitoring by UMPD FY21 / FY22
Cameras: 3-PTZ 2- LPR

Key:

BJAG Byrne Justice Assistance Grant through GOCCP:

CCTV = Closed Circuit Television/Fixed Focus Security Camera

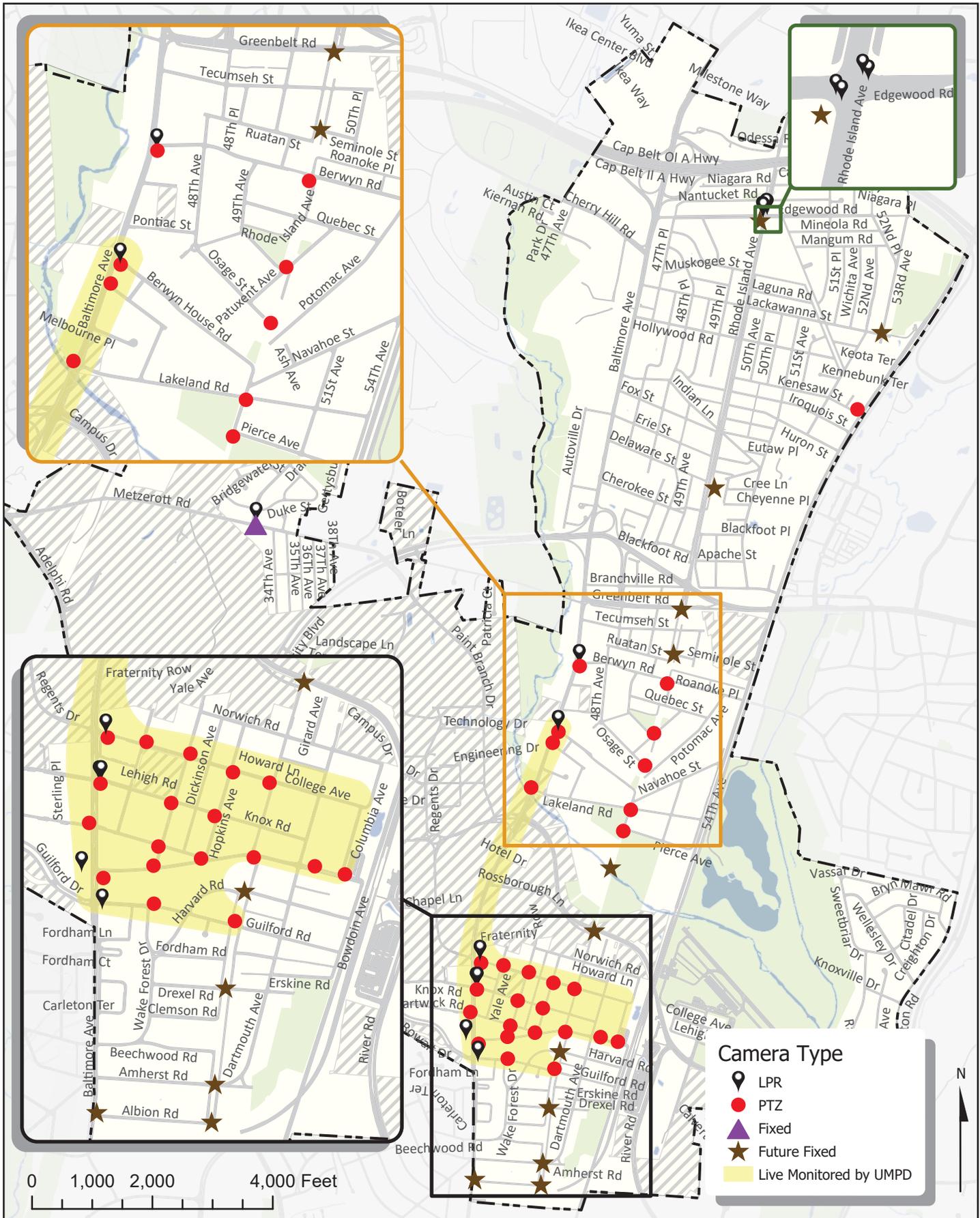
GOCCP = Governor's Office of Crime Control & Prevention

LPR—License Plate Recognition and Recording Security Camera

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

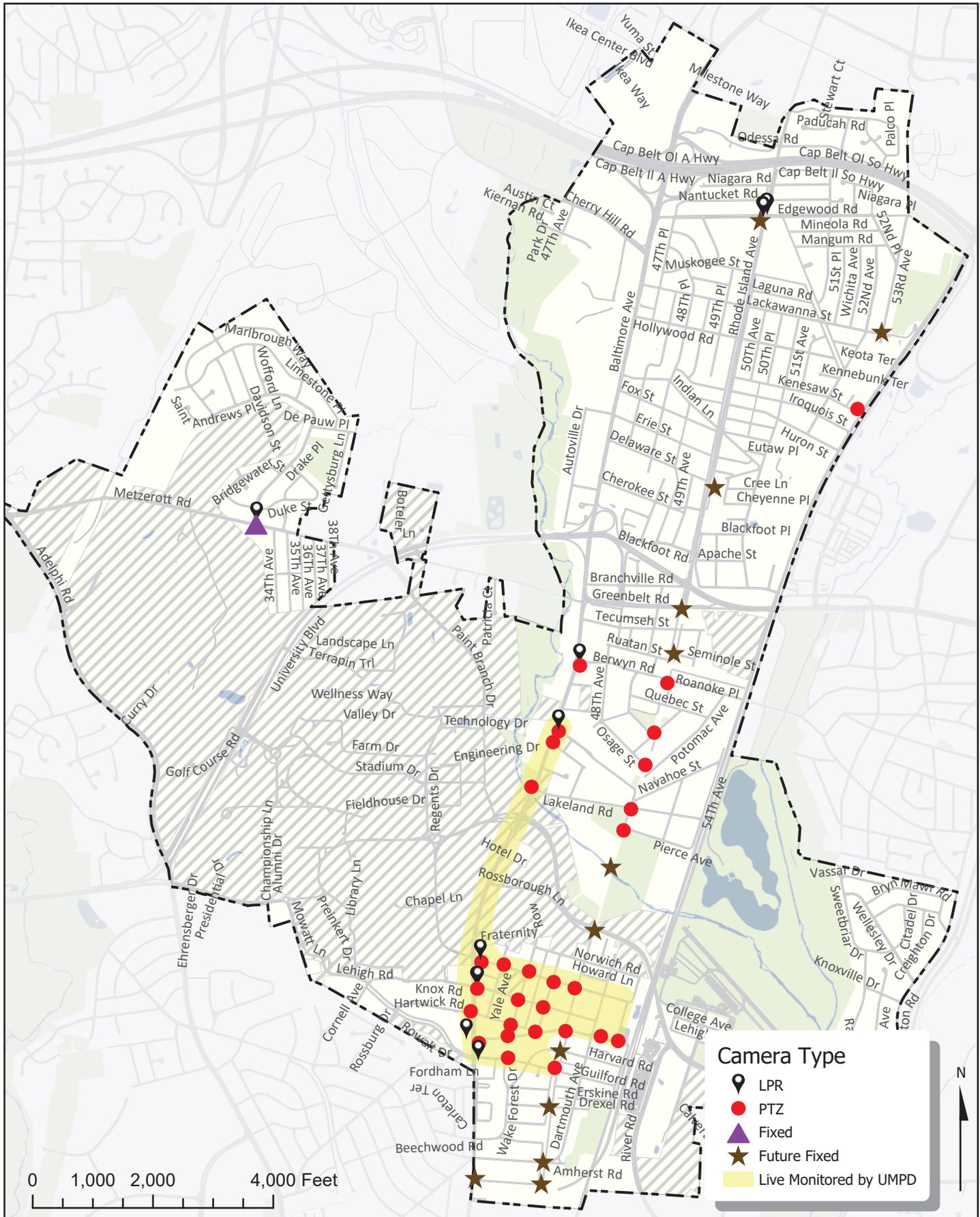
City of College Park Security Camera Locations

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



City of College Park Security Camera Locations

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



0 1,000 2,000 4,000 Feet

Camera Type

- LPR
- PTZ
- Fixed
- Future Fixed
- Live Monitored by UMPD

20-O-12

Emergency Ordinance
Amending
Chapter 110-2, Penalties
For Violations of
Chapter 141-1, Nuisances
And Chapter 144-5,
Mandatory Disclosures



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

AGENDA ITEM # 20-O-12

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

Meeting Date: 09/08/2020

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

Consent Agenda: **NO**

Originating Department: City Attorney and Public Services

Issue Before Council: Emergency Ordinance to revise City Code §110-2- Penalties §141- Nuisances and §144-5-E -Mandatory Disclosures, to increase fines for violations of 141-1 which cause a danger to public health, and 144-5-E for failure to provide names of residents when requested.

Strategic Plan Goal: #1: One College Park

Background/Justification:

Due to the COVID-19 pandemic, City staff have been working jointly with County and UMD staff to initiate joint programs to educate and warn about, , and encourage resident compliance with, State and County executive orders and County Health Officer directives for disease control and public health. Violations of these orders and directives may be found at events which could also violate the City Noise Ordinance, Chapter 138, the City Nuisance Ordinance, Chapter 141, Article I, and/or the Unruly Social Gathering Ordinance, Chapter 141 Article II.

Where violations of the public health directives are documented, City municipal infractions are being issued for violation of §141-1, for causing a danger to life or health. The associated fine for this violation is \$50.00.

City Code (§144-5-E and G) allows Public Services to request names of residents from the property owner when needed to advise the occupants of the existence of a condition on the property which violates the City Code, issue a municipal infraction or other citation for violation of any provision of the City Code, or verify that the number of occupants does not exceed the number permitted by law. The current penalty for failure to provide those names upon request is a municipal infraction with a fine of \$75. To date, fifteen (15) of these requests have been made for the current fiscal year. Of these, eight (8) property owners have been issued municipal infraction citations carrying the stated fines for failure to provide resident names.

It is apparent that the respective fines of \$50 and \$75 are not effective in gaining voluntary compliance with these ordinances in this time when non-compliance can produce a serious outcome. Past quality of life committees had recommended an increase of §144-5-E fines. No action was taken by Council at that time. The urgency of gaining voluntary compliance to support disease control efforts justifies an emergency ordinance to increase these fines. Staff recommends that both be increased to the maximum allowable fine of \$1,000.00.

Fiscal Impact:

Fines for violation of §141-1 would increase from \$50 to \$1,000 per occurrence. Fines for violation of §144-5-E would increase from \$75 to \$1,000 per occurrence.

Council Options:

- #1. Pass an emergency ordinance to effect increases in fines for violations of §§141-1 and 144-5-E.
- #2. Pass an ordinance to effect another outcome.
- #3. Take no action.

Staff Recommendation:

#1

Attachments:

1. Chapter 110-2
2. Chapter 141-1
3. Chapter 144-5
4. Proposed Emergency Ordinance

City of College Park, MD
Thursday, August 20, 2020

Chapter 110. Fees and Penalties

§ 110-2. Penalties.

[Last amended 10-8-2002 by Ord. No. 02-O-4]

Unless otherwise noted herein, the violation of a City ordinance or resolution is a municipal infraction. The following fines and/or imprisonment for violations of various ordinances or resolutions are applicable in the City of College Park:

| Chapter/Section | Violation | Penalty |
|---|--|--|
| Chapter 34, Elections | | |
| § 34-8 | False statement | \$400 |
| § 34-9 | Electioneering and prohibited practices | \$400 |
| § 34-11 | Collection or disbursement of funds for unregistered political committee | \$400 |
| § 34-12 | Collection or disbursement of funds not through campaign treasurer | \$400 |
| § 34-13 | Failure to maintain accurate accounts | \$400 |
| § 34-14 | Prohibited contributions | \$400 |
| | Receipt of prohibited contribution | \$400 |
| | Prohibited expenditures | \$400 |
| § 34-15 | Campaign finance reports and individual expenditure reports: | |
| [Amended 9-11-2018 by Ord. No. 18-O-09] | Late reports (late filing fee) | \$25 per day or fraction thereof; maximum of \$250 |
| | Incomplete or inaccurate report; or failure to file report | \$400 |
| | False statement | \$400 |
| § 34-17 | Political matter published or distributed | \$400 |
| Chapter 38, Ethics, Code of | | |
| § 38-11 | Conflicts of interest | \$400 |
| § 38-12 | Nepotism | \$400 |
| § 38-13 | Abuse of position | \$400 |
| § 38-14 | Disclosure of confidential information | \$400 |
| § 38-15 | Unauthorized use of City property | \$400 |
| § 38-16 | Discriminatory practices | \$400 |
| § 38-17 | Conflict disclosure statements: | |
| | Incomplete or inaccurate report; or failure to file report | \$400 |

| Chapter/Section | Violation | Penalty |
|---|---|--|
| § 38-18 | Lobbying disclosure statements: | |
| | Failure to file | \$400 |
| | Incomplete or inaccurate annual report; or failure to file | \$400 |
| Ch. 78, Air Pollution | | |
| § 78-3B | Environmental impact statement requirement, failure to file | \$200 |
| Ch. 87, Building Construction | | |
| § 87-3 | Failure to obtain building permit | \$200 |
| | For each subsequent business day which violator fails to apply for a permit | \$200 |
| § 87-7 | Failure to abide by stop-work order | \$200 |
| | For each subsequent calendar day | \$200 |
| § 87-20 | All other violations of chapter | \$50 |
| Ch. 93, Cable Television Franchise | | |
| | Chapter | Penalties as set out in § 93-14A(1)(a) through (m) |
| Ch. 102, Dogs and Other Animals | | |
| § 102-6B | Animal found at large | |
| | First violation | \$50 |
| | Second violation in 12-month period | \$100 |
| | Third or subsequent violation in 12-month period | \$250 |
| § 102-11 | Animal wastes: | |
| | First violation | \$50 |
| | Second violation in 12-month period | \$100 |
| | Third or subsequent violation in 12-month period | \$250 |
| | Remaining provisions of chapter (see § 102-15): | |
| | First violation | \$100 |
| | Second violation | \$200 |
| Ch. 115, Fire Safety Code | | |
| [Added 6-14-2016 by Ord. No. 16-O-03] | | |
| | Chapter | |
| | First violation | \$100 |
| | Second violation | \$200 |
| | Each additional 24 hours | \$200 |
| Ch. 119, Garbage, Rubbish and Refuse | | |
| [Amended 3-22-2005 by Ord. No. 05-O-1] | | |
| § 119-3F | First violation | \$25 |
| | Subsequent violation in 12 months | \$50 |
| | Remainder of chapter | |

| Chapter/Section | Violation | Penalty |
|---|--|---------|
| | First violation | \$100 |
| | Subsequent violation in 12 months | \$200 |
| Ch. 125, Housing Regulations | | |
| [Last amended 9-22-2009 by Ord. No. 09-O-08] | | |
| Art. I, General Provisions | | |
| Art. II, Standards § 125-8I | Grading and drainage: | |
| | First violation | \$100 |
| | Each additional 10 days a violation continues is a separate violation. | |
| | Second violation within 12-month period | \$200 |
| | Third violation within 12-month period | \$400 |
| | Subsequent violations within 12-month period | \$500 |
| § 125-10F | Infestation by pests: | |
| | First violation | \$50 |
| | Second violation | \$100 |
| | Each additional 10 days | \$100 |
| § 125-10J | Exterior property maintenance: | |
| | First violation | \$50 |
| | Repeat violation, for every additional 72 hours | \$100 |
| § 125-10K | Driveway entrance: | |
| | First violation | \$50 |
| | Each additional 5 days | \$100 |
| § 125-10L | Off-street parking: | |
| | First violation | \$50 |
| | Repeat violation, for every 5-day period | \$100 |
| § 125-10M | House numbers: | |
| | First violation | \$50 |
| | Repeat violation for every additional 10-day period | \$100 |
| § 125-10N | First violation | \$200 |
| | Repeat violation each additional 7-day period | \$400 |
| § 125-10O [Added 3-22-2011 by Ord. No. 11-O-02] | First violation | \$200 |
| | Repeat violation each additional 7-day period | \$400 |
| § 125-10P [Added 4-12-2011 by Ord. No. 11-O-04] | First violation | \$200 |

| Chapter/Section | Violation | Penalty |
|---|---|---------|
| | Repeat violation each additional 30-day period | \$400 |
| § 125-17 | Firesafety laws: | |
| § 125-17D | For every 24 hours that violation continues | \$1,000 |
| | Remainder of section: | |
| | First violation | \$100 |
| | Second violation | \$200 |
| | Each additional 24 hours | \$200 |
| § 125-24 | Rodents: | |
| | First violation | \$100 |
| | Repeat violation for every additional 10-day period | \$200 |
| | Remainder of chapter: | |
| | First violation | \$100 |
| | Second violation | \$200 |
| § 125-32 | Failure to give notice | |
| | First violation | \$100 |
| | Each additional calendar day violation continues | \$100 |
| Ch. 127 (Reserved)^[1] | | |
| Ch. 129, Licenses | | |
| § 129-3 | Chapter: | |
| | First citation | \$100 |
| | Second citation | \$200 |
| | Each additional 5 days | \$200 |
| Ch. 132, Litter and Graffiti | | |
| Art. II, Littering [Amended 3-26-2019 by Ord. No. 19-O-07] | | |
| § 132-3 | Initial violation | \$1,000 |
| | Subsequent violation | \$1,000 |
| | Violation of remainder of Article II: | |
| | Initial violation | \$100 |
| | Subsequent violations in 12 months | \$200 |
| Art. III, Graffiti | | |
| § 132-10 [Amended 10-25-2005 by Ord. No. 05-O-11] | Graffiti prohibited; responsibility | |
| | Initial and second violation | \$100 |
| | Each additional 14 days | \$200 |
| Art. IV, Shopping Carts [Added 1-12-2010 by Ord. No. 09-O-09] | | |
| § 132-15 | Storage of shopping carts | |

| Chapter/Section | Violation | Penalty |
|---------------------------|---|---|
| | Each violation | \$100 |
| Ch. 138, Noise | | |
| § 138-5 | Chapter: [Amended 7-12-2016 by Ord. No. 16-O-04] | |
| | Citation | \$500 |
| | Repeat violation within any 12-month period | \$1,000 |
| Ch. 141, Nuisances | | |
| | [Last amended 9-24-2019 by Ord. No. 19-O-13] | |
| § 141-3 | In any 24-month period, initial violation: | |
| | Responsible person | \$500 |
| | Owner | Warning |
| | Second violation: | |
| | Responsible person | \$1,000 |
| | Owner | \$500 |
| | Third and subsequent violations: | |
| | Responsible party | \$1,000 |
| | Owner | \$500 and suspension or revocation of the occupancy permit for the property, effective at the end of the current leasing period |
| § 141-3A | Commercial dumpsters: | |
| | Initial violation | \$50 |
| | Second violation | \$100 |
| | Each additional 30 days | \$100 |
| § 141-3B | Residential dumpsters or other receptacles [Added 6-12-2007 by Ord. No. 07-O-12] | |
| | Initial violation | \$50 |
| | Each additional 5 days violation continues | \$100 |
| § 141-7 | Signs and advertisements [Added 11-9-2011 by Ord. No. 11-O-13] | |
| § 141-7A | Signs or advertisements in City rights-of-way | |
| | Initial violation | \$100 |
| | Subsequent violations in 12 months | \$200 |
| § 141-7B | Signs in a State of Maryland right-of-way | |
| | Per sign | \$25 |
| § 141-9 | Maintenance of rights-of-way: | |
| | Initial violation | \$50 |
| | Second violation | \$100 |
| | Each additional 10 days | \$100 |

| Chapter/Section | Violation | Penalty |
|---|--|---------------------------------------|
| | Violation of remainder of chapter: | |
| | Initial violation | \$50 |
| | Second violation | \$100 |
| | Each additional 24 hours | \$100 |
| Ch. 144, Occupancy Permits | | |
| [Amended 4-12-2005 by Ord. No. 05-O-3] | | |
| § 144-3A | Failure to obtain occupancy permit | \$1,000 |
| § 144-3C | Failure to prevent occupancy in absence of valid permit | \$1,000 |
| § 144-3D | Failure to secure a written statement signed by the tenant | \$100 |
| § 144-3E | Removal of placard | \$1,000 |
| § 144-5B | False oath | \$400 |
| § 144-5E | Failure to disclose identity of occupants | \$75 |
| § 144-8A | Chapter | \$100 |
| Ch. 148, Peace and Good Order | | |
| § 148-2B | Intimidating or impeding City employees, a misdemeanor offense | \$500 and/or imprisonment for 90 days |
| | Remainder of chapter | \$50 |
| Ch. 151, Permit Parking | | |
| § 151-6 | Failure to return parking permit | Loss of refund |
| Ch. 157, Property Maintenance | | |
| Art. I, Nonresidential Premises | | |
| § 157-4A(2) | Public nuisance corrective action: | |
| | Failure to act | \$100 |
| | Failure to pay fine | \$200 |
| | Remainder of chapter: | |
| | First violation | \$100 |
| | Second violation | \$200 |
| | Each additional 30 days | \$200 |
| Ch. 161, Recycling | | |
| [Amended 2-10-2015 by Ord. No. 15-O-01] | | |
| § 161-6 | Collection by unauthorized person | \$100 |
| | Remainder of chapter | \$25 |
| Ch. 172, Streets and Sidewalks | | |
| [Amended 4-13-2004 by Ord. No. 03-O-13 ^[2]] | | |
| | Unauthorized use of public property: | |
| | First violation | \$50 |
| | Each additional 5 days violation continues | \$100 |
| | Violation of remainder of chapter | \$50 |

| Chapter/Section | Violation | Penalty |
|---|--|--------------|
| | Each additional 15 days violation continues | \$100 |
| Ch. 184, Vehicles and Traffic | | |
| Art. II, Parking Regulations | | |
| § 184-9H | Use of an altered City permit | \$100 |
| § 184-10B | Parking in an area marked by a loading zone sign with times: Parking violation: If paid within 31 calendar days, including date of issue | \$55 |
| | If paid after 31 calendar days, including date of issue | \$65 |
| § 184-15 [Amended 7-13-2004 by Ord. No. 04-O-5] | Handicapped spaces: Parking violation: If paid within 15 calendar days, including date of issue | \$255 |
| | If paid after 15 calendar days, including date of issue | \$265 |
| | Violation of remainder of Article II: Parking violation: If paid within 15 calendar days, including date of issue | \$35 |
| | If paid within 31 calendar days, including date of issue | \$70 |
| | If paid after 31 calendar days, including date of issue | \$80 |
| | Service charge for collection of penalties | As necessary |
| Art. III, Parking Meters | | |
| Violation of Article III [Amended 5-25-2010 by Ord. No. 10-O-03] | Parking meters and pay stations: Parking violation: If paid within 15 calendar days, including date of issue | \$20 |
| | If paid within 31 calendar days, including date of issue | \$40 |
| | If paid after 31 calendar days, including date of issue | \$50 |
| | Service charge for collection of penalties | As necessary |
| Art. VII, Nonresident Parking Permits | | |

| Chapter/Section | Violation | Penalty |
|------------------------|--|---------|
| §§ 184-43 and 184-44 | Maryland vehicle registration or nonresident permit: | |
| | If paid within 15 calendar days, including date of issue | \$55 |
| | If paid within 31 calendar days, including date of issue | \$110 |
| | If paid after 31 calendar days, including date of issue | \$120 |
| Ch. 190, Zoning | | |
| § 190-13 | Signs: | |
| | First citation | \$100 |
| | Each additional day | \$100 |

[1] *Editor's Note: The penalties related to former Ch. 127, Rent Stabilization, added 5-24-2005 by Ord. No. 05-O-2, as amended, were repealed 10-14-2014 by Ord. No. 14-O-10.*

[2] *Editor's Note: This ordinance provided for an effective date of 5-4-2004.*

City of College Park, MD
Thursday, August 20, 2020

Chapter 141. Nuisances

Article I. General

§ 141-1. Nuisances outlined.

[Amended 9-24-72019 by Ord. No. 19-O-13]

Whatever is dangerous to life or health; whatever renders air, food, water or drink unwholesome or unfit for the use of people; whatever odors or exhalations are offensive or dangerous to the public health; and whatever accumulations of animal or vegetable matter, solid or liquid, are dangerous or harmful to the public health or are likely to become so are hereby declared to be nuisances within the scope and meaning of this chapter. It is unlawful for any person to create a nuisance on public or private property, and for any person to allow a nuisance to exist on any property that they own, occupy or control.

§ 141-9. Violations and penalties.

[Amended 4-9-1985 by Ord. No. 85-O-4; 3-22-1988 by Ord. No. 87-O-9; 12-10-1991 by Ord. No. 91-O-24; 7-10-2001 by Ord. No. 01-O-6; 1-13-2004 by Ord. No. 03-O-12]

A. Whenever the Code Enforcement Officer determines that there are reasonable grounds to believe that there has been a violation of any provision of this chapter or of any rule or regulation adopted pursuant thereto, he/she shall give notice of such alleged violation to the person or persons responsible therefor, as hereinafter provided. Such notice shall:

- (1) Be in writing;
- (2) Include a statement of the reasons for issuance;
- (3) Allow a reasonable time for compliance; and
- (4) Be served upon the owner or his/her agent or the occupant, as the case may require. Such notice shall be deemed to be properly served if delivered personally to the owner/agent or occupant, if a copy thereof is sent by regular mail to the last known address of the individual, if a copy thereof is posted in a conspicuous place in or about the dwelling affected by the notice, or if a copy thereof is served by any other method authorized or required under the laws of this state.

[Amended 10-25-2005 by Ord. No. 05-O-11]

B. Such notice may contain:

[Amended 10-25-2005 by Ord. No. 05-O-11; 6-12-2007 by Ord. No. 07-O-12]

- (1) An outline of remedial action which, if taken, will effect compliance with the provisions of this chapter and with the rules and regulations adopted pursuant thereto.
- (2) The requirement that the violation must be fully corrected within 30 days if involving a violation of § **141-3A**, within five days if involving a violation of § **141-3B**, within 10 days if

involving a violation of § **141-8**, and within 24 hours, if involving a violation of the remainder of the chapter provisions; a statement that a municipal infraction may be issued for each violation, and for each successive period of noncompliance; and a statement that the notice constitutes the only notice which the person will receive regarding a violation of the applicable section for the twelve-month period following the date that the notice is issued, and that a citation may issue immediately for any repeat violation during the period.

- C. A violation of the provisions of this chapter shall constitute a municipal infraction and shall be subject to the fines and penalties set forth in Chapter **110** of the College Park Code. Subsequent violations shall be subject to a doubled fine as set forth in Chapter **110**, Fees and Penalties. [Amended 10-25-2005 by Ord. No. 05-O-11]

City of College Park, MD
Thursday, August 20, 2020

Chapter 144. Occupancy Permits

§ 144-5. Mandatory disclosures.

[Added 11-10-1987 by Ord. No. 87-O-7]

A. Every holder or applicant for an occupancy permit under this chapter who rents any residential property or unit for which a permit is needed shall provide the following disclosures to his or her tenants, renters or occupants as a condition to the renewal or issuance of the occupancy permit:
[Amended 5-10-1994 by Ord. No. 94-O-4; 9-10-1991 by Ord. No. 91-O-22; 6-8-2010 by Ord. No. 10-O-05]

- (1) A disclosure prohibiting any tenant, occupant, visitor or guest from making or generating any loud and raucous sound so as to cause unreasonable annoyances or disturbances to others living or located nearby, as set forth in Chapter **138**, Noise, of the Code of College Park.
- (2) A disclosure enumerating the number of unrelated or related persons who are legally authorized to occupy the premises and prohibiting additional permanent occupants, as provided by Chapter **125**, Housing Regulations, of the Code of College Park or the Maryland-Washington Regional Zoning Ordinance in Prince George's County.
- (3) A disclosure requiring any tenant, occupant, visitor or guest to dispose of all rubbish and garbage in a clean and sanitary manner, as required by Chapter **125**, Housing Regulations, of the Code of College Park.
- (4) A disclosure recognizing the owner's and the occupant's collateral responsibility for maintaining clean grounds and premises, free of litter, as required by Chapter **132**, Litter and Graffiti, of the Code of College Park.
- (5) A disclosure prohibiting any tenant, occupant, visitor or guest from parking any vehicle with four or more wheels or a self-propelled vehicle with three or more wheels on the grass or lawn of the rental premises or property unless the surface is constructed of either concrete, asphalt, gravel or a similar dust- and mud-free surface, as required by Chapter **125**, Housing Regulations, of the Code of College Park.
- (6) A disclosure expressly stipulating that the owner will deliver the leased premises in a clean, safe and sanitary condition, as required by Chapter **125**, Housing Regulations, of the Code of College Park and in compliance with all applicable laws.
- (7) A disclosure expressly recognizing the owner's duty to provide or make available heat, water and hot water to the occupants and to maintain the premises in a habitable condition, as required by Chapter **125**, Housing Regulations, of the Code of College Park.
- (8) A disclosure recognizing the availability of the Community Mediation Center to address, through mediation, any housing dispute or problem that might arise between the parties.
- (9) A disclosure wherein the owner acknowledges having given the occupants or tenants both a fully executed copy of any written housing agreement and a housing rights and responsibilities publication produced and made available through the City.

- B. A property owner shall make the disclosures required by Subsection **A** of this section by delivering to the occupants a fair summary of the provisions identified in Subsection **A** of this section, in a form to be prescribed by the Department of Public Services prior to occupancy. The property owner shall attest that he or she has delivered a fair summary of the provisions identified in Subsection **A** of this section, in the form prescribed by the Department of Public Services, to the occupants of the dwelling unit in question at the beginning of the occupancy term, by signing a statement to this effect, under oath, on the occupancy permit for the dwelling unit. In addition to constituting a cause for revocation under the provisions of § **144-7**, a false oath shall be punishable as a municipal infraction under the provisions of Article 23A, § 3(b)(2) of the Annotated Code of Maryland, subjecting the violator to the penalty as set forth in Chapter **110**, Fees and Penalties.
[Amended 1-10-1989 by Ord. No. 88-O-6; 5-14-1991 by Ord. No. 91-O-7; 12-10-1991 by Ord. No. 91-O-24; 5-10-1994 by Ord. No. 94-O-4; 10-12-1999 by Ord. No. 99-O-10]
- C. A property owner shall not be obligated to provide additional copies of the fair summary to which Section B of this section refers at the beginning of a renewal term of occupancy by the same occupants who occupied the dwelling unit in the immediately preceding term, provided that such occupants previously received the fair summary, except that a property owner shall be obligated to provide such tenants with additional copies of the fair summary if:
[Amended 9-10-1991 by Ord. No. 91-O-22; 10-12-1999 by Ord. No. 99-O-10]
- (1) Any tenant requests an additional copy thereof; or
 - (2) There have been intervening changes to the form of fair summary prescribed by the Department of Public Services. The landlord shall be responsible for verifying at the beginning of any renewal occupancy term that there have been no such intervening changes.
- D. The occupancy permit shall contain the agreement of the property owner to disclose, within 24 hours of the City's request, for code enforcement or other necessary public purposes, the identity of any occupants of the dwelling unit which is the subject of the occupancy permit and shall also contain the property owner's acknowledgment that the occupancy permit is issued in consideration of said agreement and may be revoked for breach of that agreement, which breach shall also constitute a municipal infraction.
[Amended 10-12-1999 by Ord. No. 99-O-10]
- E. A property owner shall disclose, within 24 hours of the City's request, pursuant to Subsection **G** of this section, the identity of all of the occupants of the dwelling unit which is the subject of the occupancy permit. A municipal infraction citation issued for failure to disclose the identity of the occupants of a dwelling unit as required by this subsection shall not be appealable to the Advisory Planning Commission.
[Amended 9-10-1991 by Ord. No. 91-O-22; 10-12-1999 by Ord. No. 99-O-10; 9-24-2002 by Ord. No. 02-O-3]
- F. Each day during which a landlord obligated to make the disclosure required by Subsection **E** of this section fails to make such disclosure shall constitute a separate violation.
[Added 10-12-1999 by Ord. No. 99-O-10]
- G. The City's Director of Public Services may request disclosure of the identity of the occupants of a residential dwelling unit as to which an occupancy permit has been issued whenever its code enforcement or other public purposes so require, which determination shall be made in the sole discretion of the City. Said purposes include, but are not limited to:
[Added 10-12-1999 by Ord. No. 99-O-10]
- (1) Obtaining an administrative search warrant for an annual inspection of the property or dwelling unit.
 - (2) Advising the occupants of the existence of a condition on the property which violates the City Code.

- (3) Summoning the occupants to appear at a hearing before the City's Noise Control Board, Advisory Planning Commission or Animal Control Board.
[Amended 9-24-2002 by Ord. No. 02-O-3]
 - (4) Issuing a municipal infraction or other citation for violation of any provision of the City Code.
 - (5) Verifying that the number of occupants does not exceed the number permitted by law, where the Department of Public Services has observed conditions which indicate that the property is occupied by an excessive number of occupants.
- H. A request by the City to a property owner for the names of the occupants of rental unit under Subsection **G** of this section shall be made in writing and shall be considered effective if delivered to the property owner, as that term is defined in § **144-2** of this chapter, the property owner's spouse or other person of suitable age and discretion residing in the property owner's home, or the property owner's employee.
[Added 10-12-1999 by Ord. No. 99-O-10]
- I. Nothing contained in this subsection shall prevent the Director of the Department of Public Services or his designee from making reasonable efforts to contact the occupants in order to obtain their identities directly; provided, however, that such action shall not relieve the property owner of any obligation he may otherwise have to correct any condition of the property or to prevent or ameliorate any conduct by the occupants of such property which violates this code.
[Added 10-12-1999 by Ord. No. 99-O-10]
- J. In the event that the Public Services Department determines that the owner has fraudulently affirmed or misrepresented his/her compliance under any subsection, the Department shall have the authority to revoke the occupancy permit after notice and an opportunity for the owner to be heard on appeal by the Advisory Planning Commission pursuant to the procedures of Chapter **125**, Housing Regulations, § **125-4C**, of the College Park Code. The Commission's sole function shall be to determine whether or not there was a fraudulent affirmation or misrepresentation and thereby affirm or withdraw the notice appealed from.
[Amended 9-10-1991 by Ord. No. 91-O-22; 10-12-1999 by Ord. No. 99-O-10; 9-24-2002 by Ord. No. 02-O-3]

EMERGENCY ORDINANCE
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK,
AMENDING CHAPTER 110, “FEES AND PENALTIES”, BY REPEALING AND RE-
ENACTING §110-2, “PENALTIES”, TO INCREASE THE PENALTY FOR

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

WHEREAS, since March 5, 2020, a State of Emergency has existed in the City of College Park; and

WHEREAS, the State of Emergency was caused by the COVID-19 pandemic; and

WHEREAS, the Executive Orders issued by the Governor of Maryland, and the County Executive of Prince George’s County, the directives issued by the Health Officer of Prince George’s County, and the resolutions issued by the County Council have imposed various restrictions with respect to social gatherings, to attempt to prevent COVID-19 infections; and

WHEREAS, the Mayor and Council determined that it is in the public interest to amend Chapter 110, to increase the penalties for violation of §141-1 and §141-5(E) of the City Code, to encourage compliance with the health and safety restrictions that are necessary for the public health and welfare of City residents.

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

WHEREAS, the Mayor and Council have determined that it is necessary for the public health, safety and welfare that this ordinance be adopted effective immediately to insure the full enforcement of the law.

Section 1. NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park that Chapter 110 “Fees and Penalties”, §110-2, “Penalties” be and is hereby repealed and reenacted with amendments to read as follows:

§110-2 Penalties.

Unless otherwise noted herein, the violation of a City ordinance or resolution is a municipal infraction. The following fines and/or imprisonment for violations of various ordinances or resolutions are applicable in the City of College Park:

| Chapter/Section | Violation | Penalty |
|-------------------------------|---|-----------------------------|
| | * * * * | |
| Ch. 141 Nuisances | | |
| ARTICLE I | | |
| §141-1 | INITIAL VIOLATION | \$1,000 |
| | SUBSEQUENT VIOLATION | \$1,000 |
| | * * * * | |
| Chapter 144 Occupancy Permits | | |
| | * * * * | |
| §144-5(E) | Failure to disclose identity of occupants | { \$75 } \$1,000 |
| | * * * * | |

Section 2. BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that a public emergency affecting the operation of the City exists. Because an emergency exists, this Ordinance is hereby declared to be an Emergency Ordinance by

the affirmative vote of at least six (6) members of the Council pursuant to the authority contained in Section C8-2 of the Charter of the City of College Park and, therefore, pursuant to Section C8-2 of the Charter of the City of College Park, this Ordinance may be adopted at the meeting at which it is introduced without prior public posting or public hearing thereon and shall take effect immediately upon its adoption provided that, as soon as practicable after adoption, the City Clerk shall post a fair summary of the Ordinance and notice of its adoption at City Hall, to the official City website, to the City-maintained e-mail LISTSERV, on the City cable channel, and in any City newsletter. If any section, subsection, provision, sentence, clause, phrase or word of this Ordinance is for any reason held to be illegal or otherwise invalid by any court of competent jurisdiction, such invalidity shall be severable, and shall not affect or impair any remaining section, subsection, provision, sentence, clause, phrase or word included within this Ordinance, it being the intent of the City that the remainder of the Ordinance shall be and shall remain in full force and effect, valid and enforceable.

Introduced on the 8th day of September, 2020

Adopted on the 8th day of September, 2020

Effective on the 8th day of September, 2020

ATTEST:

CITY OF COLLEGE PARK

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

By: _____
Patrick L. Wojahn, Mayor

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

Suellen M. Ferguson, City Attorney

20-O-10

Introduction

Ordinance

FY'21 Budget Amendment

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

AGENDA ITEM 20-O-10



Prepared By: Gary Fields,
Director of Finance

Meeting Date: Sept. 8, 2020

Presented By: Gary Fields,
Director of Finance

Consent Agenda: No

Originating Department: Finance

Action Requested: Introduction of Ordinance 20-O-10, FY2021 budget amendment, to reduce expenditures as a result of revenue reductions due to COVID 19 pandemic, to provide funding for a special election for a vacated City Council seat, and schedule a public hearing.

Strategic Plan Goal: Goal 6: Excellent Services

Background/Justification:

This budget amendment is primarily related to additional reductions (\$1,026,200) in revenue budgeted for FY2021 as a result of ongoing effects of the COVID 19 pandemic and to reduce expenditures accordingly. It is also providing for the estimated costs (\$13,000) of a special election for the District 2 City Council seat which will be vacated due to the resignation of Councilmember Brennan.

When the FY2021 Budget was prepared, the initial revenue projections were reduced by almost \$1 million to provide for lost/reduced revenue as a result of the COVID-19 pandemic. Those reductions were made in the early stages of the pandemic, with minimal information to assist with reliable estimates. In recent budget presentations and Council meetings, the City Manager warned that, if additional reductions became necessary, staff would return to Council with a recommended budget amendment.

With the close of FY2020 and additional information/experience with revenue sources affected by COVID-19, the Finance Department has re-evaluated revenue projections and unfortunately has identified another approximate \$1 million in revenue reductions that should be made along with recommended reductions in expenditures to rebalance the FY2021 Budget. A detail of the revenue and expenditure reductions is provided in Attachment 2.

The most significant revenue reduction is in Admissions and Amusement Tax, primarily due to the cancelling of UMD athletic events for the fall. The Hotel/Motel Tax, although already significantly reduced in the Proposed FY2021 Budget due to ongoing closures, is being further reduced. Similarly, parking fines and speed camera enforcement revenue is being reduced due to continued reduced traffic.

Most of the necessary expenditure reductions are proposed from ongoing capital projects and can be deferred to future years with minimal impact to the ongoing operations of the City. However, other operating expenditure reductions are available due to COVID-19 effects, such as reduced or eliminated travel related to conferences that have become virtual and cancelled special events. Please note that funding does remain in those accounts to provide for training and alternative events.

Fiscal Impact:

The reduction in revenue is offset by an equal net reduction in expenditures, so there is no fiscal impact to the budget. All expenditure reductions are from current year budgeted expenditures, so there is no reduction in fund balance as a result of this amendment.

Council Options:

1. Introduce Ordinance 20-O-10 as presented, to provide for the effects of reduced revenue from COVID-19 and the costs of a special election, and schedule a public hearing.
2. Amend and then introduce Ordinance 20-O-10 to provide for the effects of reduced revenue from COVID-19 and the costs of a special election, and schedule a public hearing.
3. Direct staff to conduct further research.
4. Take no action at this time.

Staff Recommendation:

Option #1.

Recommended Motion:

I move to introduce Ordinance 20-O-10, an ordinance of the Mayor and Council of the City of College Park, to amend the Fiscal Year 2021 Operating and Capital Budget of the City of College Park, Maryland (Amendment #1), and schedule a public hearing for September 22, 2020.

Attachments:

1. Ordinance 20-O-10, FY2021 Budget Amendment #1
2. Ordinance 20-O-10 Budget Amendment Spreadsheet Summary

ORDINANCE 20-O-10

An Ordinance of the Mayor and Council of the City of College Park to Amend the Fiscal Year 2021 Operating and Capital Budget of the City of College Park, Maryland (Amendment #1)

WHEREAS, the Mayor and Council of the City of College Park did adopt a budget for the fiscal year beginning July 1, 2020 and ending June 30, 2021 (hereinafter referred to as “FY2021”) on May 26, 2020 by the enactment of Ordinance 20-O-07; and

WHEREAS, the Mayor and Council of the City of College Park desire to amend the FY2021 Adopted Budget in order to reduce revenue projections resulting from ongoing effects of the COVID-19 pandemic, reduce expenditures by the same amount to balance the budget, and fund the special election for a vacant City Council seat,

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of College Park that the budget for fiscal year 2021 be, and hereby is, amended in accordance with the following schedule, with said amendments being indicated by asterisks in the right column. The individual budget amendment changes are itemized in Appendix A, attached hereto and incorporated herein by this reference.

| | <u>General Fund</u> | |
|--|------------------------------|---|
| | <u>Budget as Adopted</u> | <u>As Amended by this Ordinance</u> |
| Revenues | | |
| General Property Taxes | \$ 10,652,792 | \$ 10,652,792 |
| Other Taxes | 4,133,430 | 3,692,230 * |
| Licenses & Permits | 1,075,600 | 1,075,600 |
| Intergovernmental | 373,772 | 373,772 |
| Charges for Services | 908,228 | 773,228 * |
| Fines & Fees | 2,960,300 | 2,510,300 * |
| Miscellaneous Revenues | <u>250,390</u> | <u>250,390</u> |
| <i>Total Operating Revenues</i> | <u>\$ 20,354,512</u> | <u>\$ 19,328,312</u> |
| Expenditures | | |
| General Government | \$ 4,812,661 | \$ 4,696,131 * |
| Public Services | 4,998,179 | 4,951,729 * |
| Planning, Community & Economic Development | 951,426 | 946,276 * |
| Youth, Family & Senior Services | 1,328,630 | 1,321,480 * |
| Public Works | 6,184,731 | 6,176,761 * |
| Contingency | 250,000 | 224,050 * |
| Interfund operating transfer to Debt Service Fund | 900,700 | 900,700 |
| Interfund operating transfer to Capital Projects Fund | <u>928,185</u> | <u>111,185</u> * |
| <i>Total Expenditures</i> | <u>\$ 20,354,512</u> | <u>\$ 19,328,312</u> |
| Excess Fund Balance (over 25% retention goal) transfer to the Capital Projects Fund | <u>\$ 1,116,628</u> | |

Capital Projects Fund

| | <u>Budget as Adopted</u> | <u>As Amended by this Ordinance</u> |
|--|------------------------------|---|
| Revenues | | |
| Funding sources other than General Fund | \$ 2,085,520 | \$ 2,085,520 |
| Interfund operating transfer from General Fund | 928,185 | 111,185 * |
| Excess Fund Balance transfer from General Fund | 1,116,628 | 1,116,628 |
| Reserves (Fund Balance) | <u>25,137,868</u> | <u>25,137,868</u> |
| Total Revenues | <u>\$ 29,268,201</u> | <u>\$ 28,451,201</u> |
| Expenditures | | |
| Capital Outlay – Total Expenditures | <u>\$ 18,577,119</u> | <u>\$ 17,760,119</u> * |

BE IT FURTHER ORDAINED that:

1. Except as amended herein, Ordinance 20-O-07 (FY2021 budget as adopted) shall remain unmodified and in full force and effect;
2. In addition to the projected General Fund operating revenue of \$19,328,312, the amount of \$0 is appropriated from the unassigned reserve;
3. This budget amendment Ordinance provides for reductions in revenue and expenses, as a result of the COVID-19 pandemic and funding for a special election for a vacant City Council seat, as reflected in the itemized list in Appendix A, attached hereto and incorporated herein by this reference. Revenue is reduced by \$1,026,200 and expenditures are reduced by \$1,026,200. The net result is no change in the \$0 budgeted use of unassigned reserve and no change in the Capital Improvement Program (C.I.P.); and
4. This Ordinance shall become effective at the expiration of twenty (20) calendar days following its adoption.

BE IT FURTHER ORDAINED AND ENACTED by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall post at City Hall, to the official City website, to the City-maintained e-mail LISTSERV, and on the City cable channel, and if time permits, in any City newsletter, the proposed budget

amendment or a fair summary thereof together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council. The public hearing is hereby set for 7:30 P.M. on the 22nd day of September, 2020. Due to the COVID-19 pandemic this will be a virtual meeting. This public hearing follows the publication by at least seven (7) days, which will be held in connection with a regular Council meeting. All persons interested shall have an opportunity to be heard. After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it, by the affirmative vote of at least six (6) members of the Council without the need for further advertising or public hearings.

This Ordinance shall become effective at the expiration of twenty (20) days following its adoption. provided that, as soon as practicable after adoption, the City Clerk shall post a fair summary of the Ordinance and notice of its adoption at City Hall, to the official City website, to the City-maintained e-mail LISTSERV, on the City cable channel, and in any City newsletter. If any section, subsection, provision, sentence, clause, phrase or word of this Ordinance is for any reason held to be illegal or otherwise invalid by any court of competent jurisdiction, such invalidity shall be severable, and shall not affect or impair any remaining section, subsection, provision, sentence, clause, phrase or word included within this Ordinance, it being the intent of the City that the remainder of the Ordinance shall be and shall remain in full force and effect, valid and enforceable.

Introduced on the 8th day of September, 2020

Adopted on the _____ day of September, 2020

Effective on the _____ day of October, 2020

ATTEST:

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

CITY OF COLLEGE PARK, MARYLAND
Appendix A to Ordinance 20-O-10
Itemized FY2021 Budget Amendment #1 Changes

| | Reductions |
|----------------------------|----------------|
| Revenue: | |
| Other Taxes | (441,200) |
| Charges for Srvc.s. | (135,000) |
| Fines & Fees | (450,000) |
| Total Revenue reductions | (1,026,200) |
| Expenditures: | |
| General Gov't | (116,530) * |
| Public Services | (46,450) |
| Planning | (5,150) |
| YFS | (7,150) |
| DPW | (7,970) |
| Transfer to Capital | (817,000) |
| Contingency | (25,950) |
| Net expenditure reductions | \$ (1,026,200) |
| Net change in budget | \$ - |

*Includes \$13,000 to provide for the cost of a special election for a vacant City Council Seat.

**Ordinance 20-O-10
Budget Amendment -
Spreadsheet Summary**

| | COVID Reductions in FY21 Budget | FY 21 Adopted Budget | Proposed Budget Amendment | FY2021 Revenue as Amended | Budget Ord. Classification | Ordinance 20-O-10 Reduction |
|--|---------------------------------------|-------------------------|---------------------------------|-------------------------------------|-------------------------------|-----------------------------------|
| | | | (Reductions) | | | |
| | | | Additions | | | |
| Revenue: | | | | | | |
| PPT | \$ (100,000) | \$ 900,000 | \$ - | \$ 900,000 | Gen. Prop. Tax | - |
| Income Tax | (105,000) | 1,995,000 | - | 1,995,000 | Other Taxes | (441,200) |
| Admission & Amusement | (65,000) | 585,000 | (285,000) | 300,000 | " " | |
| Highway User tax | (63,751) | 573,430 | (6,200) | 567,230 | " " | |
| Hotel/Motel Tax | (420,000) | 980,000 | (150,000) | 830,000 | " " | |
| Occupancy Permits | (80,000) | 720,000 | - | 720,000 | Licenses & Permits | - |
| Parking Meter Revenue | (55,000) | 220,000 | (40,000) | 180,000 | Charges for Srvc. | (135,000) |
| Garage Pay Stn | (14,000) | 56,000 | (6,000) | 50,000 | " " " | |
| Parking Permit | - | 125,000 | (44,000) | 81,000 | " " " | |
| Garage Permit | - | 100,000 | (45,000) | 55,000 | " " " | |
| | | | | - | | |
| Parking Fines | - | 700,000 | (250,000) | 450,000 | Fines & Fees | (450,000) |
| Speed Camera Enforcement | - | 2,200,000 | (200,000) | 2,000,000 | " " | |
| Total Revenue Reduction - Budget Amend. | | | <u>\$ (1,026,200)</u> | Add'l COVID related rev. reductions | | <u>(1,026,200)</u> |
| Expenditures: | | | | | | |
| Additional Expenditure - Special Election | | - | 13,000 | Estimated Cost | General Gov't | (116,530) |
| City Attorney | | 206,000 | (10,000) | | " " | |
| Special Events (excluding MLK Tribute) | | 143,500 | (71,750) | 50% reduction | " " | |
| Travel & Training (Gen. Govt) | | 95,560 | (47,780) | 50% reduction | " " | |
| 3 mo. hiring freeze -Code Supervisor | | 107,000 | (27,000) | Until 10/1/20 | Public Services | (46,450) |
| Parking Enforce - printing (tickets/permits/payst receipt paper) | | 25,000 | (12,500) | 50% reduction | " " | |
| Travel & Training (Public Services) | | 13,900 | (6,950) | 50% reduction | " " | |
| Travel & Training (Planning) | | 10,300 | (5,150) | 50% reduction | Planning | (5,150) |
| Travel & Training (YFS) | | 14,300 | (7,150) | 50% reduction | YFS | (7,150) |
| Travel & Training (DPW) | | 15,940 | (7,970) | 50% reduction | DPW | (7,970) |
| Capital: | | | | | | |
| Pavement Management Plan | | 784,000 | (392,000) | 50% reduc./defer | Transfer to Capital | (817,000) |
| Vehicle Replacement | | 500,000 | (300,000) | 60% reduc./defer | " " " | |
| Facilities Capital Reserve | | 25,000 | (25,000) | Cut | " " " | |
| Public Works Facilities Improvements | | 100,000 | (100,000) | Defer | " " " | |
| Contingency | | 250,000 | (25,950) | Amount to balance | Contingency | (25,950) |
| Net Change to Expenditures | | | <u>\$ (1,026,200)</u> | | | <u>\$ (1,026,200)</u> |
| Net change to FY2021 Budget | | | <u>\$ -</u> | | | <u>\$ -</u> |

20-CR-02

Introduction
Charter Amendment
Qualification of Candidates



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

AGENDA ITEM 20-CR-02

Prepared By: Suellen M. Ferguson
City Attorney

Meeting Date: September 8, 2020

Presented By: Suellen M. Ferguson
City Attorney

Consent Agenda: No

Originating Department: Administration

Action Requested: Introduction of amendment to Article III, "Mayor and Council", § C3-1, "Membership; election; term of office" of the City Charter to delete the requirement that a candidate for City elected office be a registered voter for at least one year prior to election and to substitute the requirement that a candidate shall have been domiciled in the City for at least one year prior to the election, and to clarify the district residency requirement for Councilmember candidates.

Strategic Plan Goal: Goal 5: Effective Leadership

Background/Justification:

Currently, § C3-1 requires that a candidate for City elective office be a registered voter for at least one year prior to the election. This is different than many other jurisdictions in Maryland, which require that a person be domiciled, but not registered to vote, in the jurisdiction for a period of time before the election. This requirement is generally supported on the basis of ensuring that candidates have a connection to the community that they seek to represent. Requiring that a person be registered to vote for a period of time before the election does increase the barrier to being a candidate, because a person may have lived in the community for at least one year but only recently registered to vote. Removing this barrier should enlarge the pool of individuals who could become candidates. The requirement of registration itself is not deleted, only the "so registered for at least one year immediately preceding the date of election" provision. This amendment also clarifies that a candidate for Councilmember must be domiciled in their respective district in order to qualify to be a candidate. This amendment authorizes the Supervisors of Elections to make these determinations.

Fiscal Impact:

None

Council Options:

1. Introduce the Charter resolution and set the Public Hearing for October 13, 2020.
2. Amend and introduce the Charter resolution and set the Public Hearing.
3. Do nothing.

Staff Recommendation:

Option #1

Recommended Motion:

I move to introduce 20-CR-02, to amend Article III, "Mayor and Council", §C3-1, "Membership; Election; Term of Office", to delete the requirement that a candidate for City elected office be a registered voter for at least one year prior to election and to substitute the requirement that a candidate shall have been domiciled in the City for at least one year prior to the election, to clarify that a candidate for Council member must be a resident of their respective district at the time of qualification, to authorize the Supervisors of Elections to verify the requirements of age, citizenship and domicile to be a candidate, and to make conforming changes.

Attachments:

1. Charter Amendment for introduction.

CHARTER RESOLUTION
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK,
AMENDING ARTICLE III, “MAYOR AND COUNCIL”, § C3-1,
“MEMBERSHIP; ELECTION; TERM OF OFFICE”, TO DELETE THE
REQUIREMENT THAT ELECTED OFFICIALS SHALL BE REGISTERED TO
VOTE FOR ONE YEAR PRIOR TO THEIR ELECTION AND TO ADD A
REQUIREMENT THAT ELECTED OFFICIALS SHALL BE DOMICILED IN
THE CITY FOR AT LEAST ONE YEAR PRIOR TO THEIR ELECTION

A Charter Resolution of the Mayor and Council of the City of College Park, adopted pursuant to the authority of Article XI-E of the Constitution of Maryland and §4-301 *et seq.*, Local Government Article, Annotated Code of Maryland, as amended.

WHEREAS, §C3-1, “Membership; Election; Term of Office” currently requires that a candidate for City elective office, at the time of taking office, shall have attained the age of 18 years and must be a citizen of the United States, and a registered voter in the City for at least one year immediately preceding the date of election; and

WHEREAS, the Mayor and Council have determined that requiring domicile in the City for one year prior to the election, instead of requiring voter registration in the City for one year prior to the election, will expand the pool of possible candidates while still ensuring that individuals are knowledgeable about the College Park community; and

WHEREAS, the Mayor and Council have determined that it is in the public interest to delete the requirement that a candidate for City elected office be a registered voter for at least one year prior to election and to substitute the requirement that a candidate shall have been domiciled in the City for at least one year prior to the election; and

CAPS : Indicate matter added to existing law.

[Brackets] : Indicate matter deleted from law.

Asterisks * * * : Indicate matter remaining unchanged in existing law but not set forth in Resolution.

CAPS :Indicate matter added in amendment

[Brackets] :Indicate matter deleted in amendment

WHEREAS, the Mayor and Council authorize the City’s Supervisors of Elections to confirm age, citizenship and domicile.

Section 1. **NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of College Park that Article III, “Mayor and Council”, §C3-1, “Membership; election; term of office” be repealed, re-enacted and amended to read as follows:

§ C3-1 Membership; election; term of office.

All legislative powers of the City shall be vested in a Mayor and eight district Council members, two from each district of the City, to be known as the Mayor and Council. The Mayor and Council is the legislative body of the City. The Mayor shall be elected at large by the voters of the City and the Council members shall be elected by the voters within their respective districts. The candidate for Mayor with the highest number of votes shall be declared elected as Mayor. The two candidates for Council member for each Council district with the highest number of votes shall be declared elected as Council member. At the time of taking office, the Mayor and each member of the Council shall have attained the age of 18 years. TO QUALIFY, A CANDIDATE FOR ELECTIVE OFFICE [~~and must~~] SHALL:

1. Be a citizen of the United States;
2. BE a current registered voter in the City; [~~so registered for at least one year immediately preceding the date of election~~]
3. FOR COUNCIL MEMBER CANDIDATES, BE DOMICILED IN THEIR RESPECTIVE DISTRICT; AND
4. HAVE BEEN DOMICILED IN THE CITY FOR AT LEAST ONE YEAR IMMEDIATELY PRECEDING THE DATE OF QUALIFICATION.

THE CITY’S SUPERVISORS OF ELECTIONS SHALL DETERMINE WHETHER THESE REQUIREMENTS HAVE BEEN MET. The Mayor and Council members shall continuously [~~reside~~] BE DOMICILED in the City during their term of office. Each Council member must reside in their respective district and the Mayor and each Council member shall retain throughout their respective term of office all the qualifications necessary for election, and the failure to retain all of such qualifications shall ipso facto cause a forfeiture of office.

Section 2. BE IT FURTHER RESOLVED by the Mayor and Council of the City of College Park that this Charter Resolution was introduced on the _____ day of

_____, 2020, after at least 21 days of prior public notice of the meeting.

It is adopted this _____ day of _____, 2020, and that the amendment to the Charter of the City of College Park, hereby proposed by this enactment, shall be and become effective upon the fiftieth (50th) day after its passage by the City unless petitioned to referendum in accordance with §4-304 of the Local Government Article, Annotated Code of Maryland within forty (40) days following its passage. A complete and exact copy of this Charter Resolution shall be posted in the City offices located at 4500 Knox Road, College Park, Maryland for forty (40) days following its passage by the Mayor and Council and a fair summary of the Charter Resolution shall be published in a newspaper having general circulation in the City not less than four (4) times, at weekly intervals, also within the forty (40) day period following its adoption by the City.

Section 3. BE IT FURTHER RESOLVED that, within ten (10) days after the Charter Resolution hereby enacted becomes effective, either as herein provided or following referendum, the City Manager for the City of College Park shall send separately, by mail, bearing a postmark from the United States Postal Service, to the Department of Legislative Services, one copy of the following information concerning the Charter Resolution: (i) the complete text of this Resolution; (ii) the date of referendum election, if any, held with respect thereto; (iii) the number of votes cast for and against this Resolution by the Council of the City of College Park or in the referendum; and (iv) the effective date of the Charter Resolution.

Section 4. BE IT FURTHER RESOLVED that the City Manager of the City of College Park be, and hereby is, specifically enjoined and instructed to carry out the provisions of Sections 2 and 3 as evidence of compliance herewith; and said City Manager shall cause to be affixed to the minutes of this meeting (i) an appropriate Certificate of

Publication of the newspaper in which the fair summary of the Charter Resolution shall have been published; and (ii) shall further cause to be completed and executed the Municipal Charter or Annexation Resolution Registration Form.

Section 5: BE IT FURTHER RESOLVED that if any provision of this Resolution or the Charter adopted by this Resolution, or the application thereof to any person or circumstance is held invalid for any reason, such invalidity shall not affect the other provisions or any other application of this Resolution or of the Charter which can be given effect without the invalid provisions or application, and to this end, all the provisions of this Resolution and of the Charter are hereby declared to be severable.

INTRODUCED by the Mayor and Council of the City of College Park at a regular meeting on the _____ day of _____ 2020.

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

EFFECTIVE the _____ day of _____, 2020.

ATTEST:

CITY OF COLLEGE PARK,

Janeen S. Miller, CMC, City Clerk

By _____
Patrick L. Wojahn, Mayor

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

Suellen M. Ferguson, City Attorney