



**MARCH 25, 2014**  
**CITY OF COLLEGE PARK**  
**COUNCIL CHAMBERS**

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

MEDITATION

PLEDGE OF ALLEGIANCE: Councilmember Day

ROLL CALL

MINUTES: March 4, 2014 Special Session; March 11, 2014 Regular Meeting

ANNOUNCEMENTS

ACKNOWLEDGMENT OF DIGNITARIES

ACKNOWLEDGMENT OF NEWLY APPOINTED BOARD AND COMMITTEE MEMBERS

AWARDS

PROCLAMATION: ***Mayors Day of Recognition for National Service***

AMENDMENTS TO THE AGENDA

CITY MANAGER'S REPORT: Joe Nagro

STUDENT LIAISON'S REPORT: Catherine McGrath

COMMENTS FROM THE AUDIENCE ON NON-AGENDA ITEMS

PRESENTATIONS

**CONSENT AGENDA**

14-R-05 Resolution Of The Mayor And Council Of The City Of College Park, Maryland Adopting The Recommendation Of The Advisory Planning Commission Regarding Request For Certification Of Non-Conforming Use CNU-2013-03 For University Gardens, Inc. 4620, 4622, 4624, And 4626 Knox Road, College Park, Maryland, Recommending Approval Of The Request For Certification Of Non-Conforming Use

Motion by:  
To: Adopt  
Second:  
Aye: \_\_\_\_  
Nay: \_\_\_\_  
Other: \_\_\_\_\_

14-G-37 Approval of Field Use Requests for 1) Maryland Stingers Women's Rugby Club, Duvall Field, Tuesday and Thursday evenings, March through June; 2) Boy Scout Troop 740 for Sunday use for a BBQ event on June 1; 3) Berwyn Christian School, Field Day, Friday, May 9.

14-G-38 Approval of amended Declaration of Covenants and Agreement Regarding Land Use for MR HILLCREST 1 CAPITAL LLC (Monument Realty) and authorization for the City Manager to sign the agreement.

**ACTION ITEMS**

14-R-06 Resolution Of The Mayor And Council Of The City Of College Park To Grant A Waiver Pursuant To §175-13 Of The City Code, Upon Finding That The Purposes Of The Law Will Be Equally Well Served By Doings So, To MR Hillcrest 1 Capital, LLC, And Approve A Revitalization Tax Credit For The Real Property Located At 9122-9128 Baltimore Avenue For A Period Of Three Years Beginning In The First Fiscal Year After Completion

Motion by: Hew  
To:  
Second:  
Aye: \_\_\_ Nay: \_\_\_  
Other: \_\_\_\_\_

14-G-40 Appointments to Boards and Committees

Motion by:  
To:  
Second:  
Aye: \_\_\_ Nay: \_\_\_  
Other: \_\_\_\_\_

COUNCIL COMMENTS

COMMENTS FROM THE AUDIENCE

ADJOURN

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**INFORMATION/STATUS REPORTS FOR COUNCIL REVIEW**

None

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**In accordance with the Americans With Disabilities Act, if you need special assistance, you may contact the City Clerk's Office at 240-487-3501 and describe the assistance that is necessary. This agenda is subject to change. For current information, please contact the City Clerk.**

# MINUTES

**MINUTES**  
**Special Session of the College Park City Council**  
**Council Chambers**  
**Tuesday, March 4, 2014**

**PRESENT:** Mayor Fellows; Councilmembers Kabir, Wojahn, Brennan, Dennis, Stullich, Hew and Mitchell.

**ABSENT:** Councilmember Day.

**ALSO PRESENT:** Joseph Nagro, City Manager; Bill Gardiner, Assistant City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney.

During a regularly scheduled Worksession of the College Park City Council, a motion was made by Councilmember Stullich and seconded by Councilmember Wojahn to enter into a Special Session to act on a legislative matter that is time sensitive. The motion passed 7 – 0 – 0 and the Council entered into a Special Session at 10:51 p.m. The possibility of the Special Session was listed on the Worksession agenda.

**ACTION ITEMS**

**14-G-30 Support for amendments to SB 600 – RISE Zone Legislation**

**A motion was made by Councilmember Mitchell and seconded by Councilmember Wojahn to authorize a letter and testimony in support of the amendments to SB 600 – RISE Zone legislation introduced by Senators Rosapepe and Peters.**

Mr. Gardiner said the hearing for this bill is tomorrow so the City needs to act tonight. These amendments address two of the City's three concerns with the legislation as introduced. The City previously sent a letter which raised all of the City's concerns.

There were no comments from the audience or the Council.

**The motion passed 7 – 0 – 0.**

**A motion was made by Councilmember Stullich and seconded by Councilmember Dennis to adjourn the Special Session. With a vote of 7 – 0 – 0, Mayor Fellows adjourned at 10:53 p.m.**

During Council Comments at the end of the March 4 Worksession, a motion was made by Councilmember Wojahn and seconded by Councilmember Mitchell to enter into a Special Session so the Council can take action on an item that is time sensitive.

**14-G-31 Support for the National League of Cities 2014 Federal Action Priorities**

**A motion was made by Councilmember Wojahn and seconded by Councilmember Mitchell that the City support the NLC's 2014 Federal Action Priorities.**

Councilmember Wojahn explained that several Councilmembers are attending the NLC Congressional Cities Conference next week and will be asked to take a position on the NLC Federal Action Priorities. Councilmember Wojahn read the list of priorities.

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

**The motion passed 7 – 0 – 0.**

**A motion was made by Councilmember Wojahn and seconded by Councilmember Dennis to adjourn the Special Session. With a vote of 7 – 0 – 0, Mayor Fellows adjourned the Special Session at 10:59 p.m.**

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Janeen S. Miller, CMC  
City Clerk

Date  
Approved

**MINUTES**  
**Regular Meeting of the College Park City Council**  
**Tuesday, March 11, 2014**  
**7:30 p.m. – 7:59 p.m.**

**PRESENT:** Mayor Fellows; Councilmembers Kabir, Wojahn, Brennan, Dennis, Day, Hew and Mitchell.

**ABSENT:** Councilmember Stullich.

**ALSO PRESENT:** Joe Nagro, City Manager; Janeen Miller, City Clerk; Bill Gardiner, Assistant City Manager; Suellen Ferguson, City Attorney; Steve Groh, Director of Finance; Terry Schum, Director of Planning; Bob Stumpff, Director of Public Works; Catherine McGrath, Student Liaison.

Mayor Fellows opened the Regular Meeting at 7:30 p.m. Councilmember Day led the Pledge of Allegiance.

**Minutes:** A motion was made by Councilmember Dennis and seconded by Councilmember Day to approve the minutes of the regular meeting of February 25, 2014. The motion passed 7 – 0 – 0.

**Announcements:**

Councilmember Mitchell discussed the NLC “university communities” event hosted by the City and the University of Maryland held earlier today.

Councilmember Day discussed the visit he and Mayor Fellows made to the Junior Tennis Champions Center in College Park. He was very impressed with the young athletes, we are happy they are located in College Park and we need to do more to get the word out about them. He also announced that the Greenbelt Metro station will be closed this weekend.

Councilmember Dennis announced that the Lakeland Civic Association would meet on Thursday, March 13 at 7:00 p.m.

Councilmember Brennan announced that the Berwyn District Civic Association would meet on Thursday, March 20, at 7:30 p.m. at the Fishnet Restaurant.

Councilmember Wojahn said as part of this week’s NLC Congressional Cities Conference, members are meeting with their congressional representatives to advocate for NLC’s legislative priorities. He invited others to join in the meeting with Senators Cardin and Mikulski and Congressman Hoyer. Also, the CBE is hosting a free permaculture workshop this weekend.

Councilmember Kabir announced the North College Park Citizens Association would hold their monthly meeting at 7:30 p.m. on Thursday at Davis Hall.

**Amendments to the Agenda:** None.

**City Manager's Report:** Mr. Nagro said staff is working on the proposed budget and it will be released to Council by the end of March. The first budget Worksession is Saturday, April 5.

**Student Liaison's Report:** Ms. McGrath reported that the SGA has decided to donate Maryland flags to the downtown businesses to display on game days, and that they are redeveloping the "M" book.

**Comments from the Audience on Non-Agenda Items:**

**Emily Adams from the UMD Office of Community Engagement:** Ms. Adams discussed details of Good Neighbor Day, which is on Saturday, March 29.

**David Dorsch, 4607 Calvert Road:** 1) To follow up on his earlier suggestion about a reward program for people who improve their properties: this should be an annual contest with substantial monetary awards, perhaps conferred at Good Neighbor Day. 2) Many utility companies are abandoning their lines; who is responsible for the wire that is left behind, sometimes hanging down? He is referring to both phone and cable service.

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

- 14-R-04      **Resolution Of The Mayor And Council Of The City Of College Park, Maryland Adopting The Recommendation Of The Advisory Planning Commission Regarding Appeal Number CEO-2014-01, 9801 51st Avenue, College Park, Maryland, Denying A Variance From The Requirements Of The Prince George's County Zoning Ordinance, Section 27-420 (A), Approving A Variance From The Requirements Of City Code §87-23 C To Permit The Construction Of A Fence Within The 25-Foot Side Yard Setback, Where The Side Lot Line Is A Continuation Of The Front Yard Line Of The Adjacent Lot And Approving With A Condition A Variance From The Requirements Of City Code §87-23 F To Permit The Reconstruction Of An Existing Fence To Increase The Height By One Foot.**
- 14-G-32      **Approval of the City's participation in the 3<sup>rd</sup> Annual Mayor's Challenge for Water Conservation**
- 14-G-33      **Approval of a letter to Prince George's County formally requesting a TIF for undergrounding utilities on US 1**

The motion carried 7-0-0.

## ACTION ITEMS

### 14-G-34 Appointments to Boards and Committees

**A motion was made by Councilmember Day and seconded by Councilmember Wojahn to appoint Paul Carlson and Jeannie Ripley to the Neighborhood Stabilization Committee. The motion passed 7 – 0 – 0.**

#### COUNCIL COMMENTS:

Mayor Fellows discussed the 3<sup>rd</sup> Annual Mayor's Challenge for Water Conservation that was passed earlier this evening, which is a national effort during the month of April. He hopes we can make it an annual event in the City. There are parts of the country where water conservation is more critical than it is here, but it is important everywhere. We are encouraging residents to conserve water and will advertise this program during the month of April.

Councilmember Wojahn requested that the Council act in Special Session next week on SB 212 / HB 1265 - Fairness for All Marylanders – which would prohibit discrimination on the basis of gender identity.

**Comments from the Audience:** None

(Councilmember Stullich arrived).

#### ADJOURN:

Mayor Fellows said the Council would adjourn the public meeting and convene in a closed session to consult with Counsel on a Legal Matter, and would not return to public session tonight. A motion was made by Councilmember Dennis and seconded by Councilmember Day for this purpose. With a vote of 8 – 0 – 0, Mayor Fellows adjourned the regular meeting at 7:59 p.m.

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Janeen S. Miller, CMC	Date
City Clerk	Approved

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Pursuant to §C6-3 of the College Park City Charter, at 7:59 p.m. on March 11, 2014, in the Council Chambers of City Hall, a motion was made by Councilmember Dennis and seconded by Councilmember Day to enter into an Executive Session to “Consult with Counsel on a legal matter.”

The motion passed 8 – 0 – 0.

**Present:** Mayor Andrew Fellows; Councilmembers Kabir, Wojahn, Brennan, Dennis, Stullich, Day, Hew and Mitchell.

**Absent:** None.

**Also Present:** Joe Nagro, City Manager; Bill Gardiner, Assistant City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Steve Groh, Director of Finance; Catherine McGrath, Student Liaison.

**Topics Discussed:** The City Attorney advised the City Council about legal and financial issues related to an existing lease agreement. The City Attorney conferred with the Council with respect to legal advice on referendum petition matters.

**Actions Taken:** None.

**Adjourn:** A motion was made by Councilmember Kabir and seconded by Councilmember Dennis to adjourn the Executive Session, and with a vote of 8 – 0 – 0, Mayor Fellows adjourned the Executive Session at 9:08 p.m.

# PROCLAMATION

**PROCLAMATION**  
**Mayors Day of Recognition for National Service**

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and

WHEREAS, AmeriCorps and Senior Corps address the most pressing challenges facing our cities and nation, from educating students for the jobs of the 21<sup>st</sup> century and supporting veterans and military families to preserving the environment and helping communities recover from natural disasters; and

WHEREAS, national service participants increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

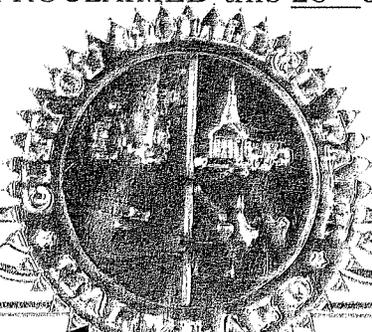
WHEREAS, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with mayors across the country to support the Mayors Day of Recognition for National Service on April 1, 2014.

NOW, THEREFORE, BE IT RESOLVED that I, Andrew M. Fellows, Mayor of the City of College Park, do hereby proclaim April 1, 2014 as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our city, to thank those who serve, and to encourage our residents to find ways to give back to our community.

PROCLAIMED this 25<sup>th</sup> day of March 2014.

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Andrew M. Fellows  
Mayor



14-R-05



Office of the Mayor and Council  
City of College Park  
4500 Knox Road  
College Park, Maryland 20740  
Telephone: (240) 487-3501  
Facsimile: (301) 699-8029

**NOTICE OF FINAL DECISION  
of the  
MAYOR AND COUNCIL  
of the  
CITY OF COLLEGE PARK**

RE: Case No. CNU-2013-03 Name: University Gardens, Inc.

Address: 4620, 4622, 4624 and 4626 Knox Road, College Park, MD 20740

Enclosed herewith is a copy of the Resolution setting forth the action taken by the Mayor and Council of the City of College Park in this case on the following date:

March 25, 2014.

**CERTIFICATE OF SERVICE**

This is to certify that on March 27, 2014, the attached Resolution was mailed, postage prepaid, to all persons of record.

**NOTICE**

Any person of record may appeal the Mayor and Council decision within thirty (30) days to the Circuit Court of Prince George's County, 14735 Main Street, Upper Marlboro, MD 20772. Contact the Circuit Court for information on the appeal process at (301) 952-3655.

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Janeen S. Miller, CMC  
City Clerk

Copies to: Advisory Planning Commission  
City Attorney  
Applicant  
Parties of Record

PG Co. DER, Permits & Review Section  
M-NCPPC, Development Review Division  
City Public Services Department

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE  
PARK, MARYLAND ADOPTING THE RECOMMENDATION OF THE  
ADVISORY PLANNING COMMISSION REGARDING REQUEST FOR  
CERTIFICATION OF NON-CONFORMING USE CNU-2013-03 FOR  
UNIVERSITY GARDENS, INC. 4620, 4622, 4624, AND 4626 KNOX ROAD,  
COLLEGE PARK, MARYLAND, RECOMMENDING APPROVAL OF THE  
REQUEST FOR CERTIFICATION OF NON-CONFORMING USE.**

**WHEREAS,** Maryland Code, Article 28, Section 8-112.4(b)(1)(vi) states that the Prince George's County District Council may provide that the governing body of a municipal corporation may exercise the powers of the district council in regard to certification, revocation and revision of nonconforming uses; and

**WHEREAS,** Prince George's County Code Section 27-924 (a)(1) provides that an incorporated municipality may enact an ordinance which sets forth procedural regulations for certification of nonconforming uses; and

**WHEREAS,** pursuant to Section 190-11(B) of the Code of the City of College Park (the "City Code") the Advisory Planning Commission ("APC") is authorized to consider requests for certifications of nonconforming uses, and when appropriate to hold hearings thereon, and to make recommendations to the City Council in connection therewith; and

**WHEREAS,** Prince George's County Code Section 27-107.01 (166) provides that a "Nonconforming Use" is the use of any building, structure or land which is not in conformance with the requirement of the zone in which it is located, provided that the requirement was adopted after the use was lawfully established or the use was established after the requirement was adopted and the District Council has validated a building, use and occupancy or sign permit issued for it in error; and

**WHEREAS,** a nonconforming use may be certified if the use has not ceased to operate for more than 180 consecutive calendar days between the time the use became nonconforming and the date when the application is submitted, or based upon a finding that conditions of nonoperation for more than 180 consecutive calendar days were beyond the applicant's control and/or owner's control, were for the purpose of correcting code violations or were due to the seasonal nature of the use; and

**WHEREAS,** a nonconforming use certification requires submission of documentary evidence showing the following: the commencement date and continuous existence of the nonconforming use; specific data showing the exact nature, size and location of the building, structure or use; a legal description of the property; the precise location and limits of the use on the property and within any building it occupies; and if the applicant possesses one, a copy of a valid use and occupancy permit issued for the use prior to the date upon which it became a nonconforming use; and

**WHEREAS,** if a copy of a valid use and occupancy permit is submitted with the application and a request is not submitted to the Commission to conduct a public hearing, and, if based upon the documentary evidence the Commission is satisfied as to the commencement date and continuity of the nonconforming use, the Commission shall recommend certification of the use as nonconforming for the purpose of issuing a new use and occupancy permit identifying the use as nonconforming; and

**WHEREAS,** if a copy of a valid use and occupancy permit is not submitted with the application, if the documentary evidence submitted is not satisfactory to the Commission to prove the commencement date or continuity of the use, or if a public hearing has been requested by any party of interest challenging the commencing date and/or continuity of the use, the Commission shall conduct a public hearing on the application for the purpose of determining whether the use should be certified as nonconforming; and

**WHEREAS,** the Mayor and Council are authorized by the Ordinance to accept or deny the recommendation of the APC with respect to Certification of Non-Conforming Use requests; and

**WHEREAS,** on September 17, 2013, University Gardens Apartments, Inc. (hereinafter, the "Applicant"), submitted a request for certification of a nonconforming uses for a 41-unit apartment building located at 4620, 4622, 4624 and 4626 Knox Road, College Park, Maryland ("the Property"); and

**WHEREAS,** a copy of a valid use and occupancy permit was not submitted to prove the use was lawfully established, therefore, the Commission conducted a public hearing for the purpose of determining whether the use shall be certified nonconforming; and

**WHEREAS,** on February 6, 2014, the APC conducted a hearing on the merits of the application, at which time the APC heard testimony and accepted evidence, including the Staff Report with Exhibits 1 – 5, and the Staff PowerPoint presentation; and

**WHEREAS,** based upon the evidence and testimony presented, the APC voted 5-0-0 to recommend certification of the use as nonconforming and not illegal; and

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

**WHEREAS,** no exceptions have been filed; and

**WHEREAS**, the Mayor and Council are in agreement with and hereby adopt the findings of fact and conclusions of law of the APC as to the Application as follows:

Section 1 Findings of fact:

1. The subject site, known as University Gardens, contains a 41-unit apartment complex. The development is located at the northeast corner of Knox Road and Rhode Island Avenue (4620, 4622, 4624, and 4626 Knox Road). The property consists of four lots with two garden-style buildings: one 3-story building and one 4-story building, that together form a complex centered on a courtyard. The buildings were constructed in 1947.
2. The development is nonconforming due to exceeding density, bedroom percentages, lot coverage, green area, setbacks, and minimum distance between buildings. The buildings first became nonconforming for density on November 29, 1949 when the minimum lot area per dwelling unit requirement was changed from 625 square feet per dwelling unit to 1800 square feet per dwelling unit. With this change, only 20 would have been permitted rather than the 41 units that were built. The minimum density was amended again on May 6, 1975, from 1800 square feet per dwelling units to 12 dwelling units per acre. The density of the subject property is 48 dwelling units per acre.
3. A valid Use and Occupancy permit issued prior to the date of nonconformance was not submitted with the application. The site was posted for a Public Hearing with the required sign and written notice was mailed to all persons of record.
4. The Applicant submitted documentary evidence including a Site Plan which specifies the Zoning Ordinance requirements effective in 1947 and indicates that the buildings conformed to the Zoning Ordinance when it was constructed.
5. The Applicant submitted City of College Park Residential Occupancy Permits, Rental Unit License Applications and Inspection Reports from 1967 to the present time that indicate continuous use.
6. The Applicant submitted a letter from the Washington Suburban Sanitary Commission (WSSC) that listed the activation date of the property as January 1, 1948. The WSSC letter states that there is no record of water service interruption for more than 180 days.
7. The Applicant submitted an affidavit from Rick Smith, co-owner and President of J.E. Smith Corporation, attesting that this property has been in his family since his grandfather bought the property in 1945 and built the apartment buildings on it in 1946. Mr. Smith also verified in the affidavit that the property has been in continuous use and operation since 1946, based on his knowledge of his family, company history and his first-hand experiences.

8. Approximately 31 cement bollards and fence post remnants, a section of chain-link fence, a parking sign that restricts parking to University Gardens residents and 20 parking spaces are located in the Rhode Island Avenue right-of-way.
9. The City has not authorized this encroachment of right-of-way.
10. The applicant has indicated that these parking spaces, which are not required for certification of the non-conforming use, are useful to them and they prefer to keep and maintain these spaces for use by their residents.
11. The staff supports this continued use of the parking spaces to reduce the impact on parking in the neighborhood. However, the use of City right-of-way by a private party can only be granted by the City Council through a separate agreement, and is not part of the certification that can be recommended by the APC. As a result, staff recommended the applicant:
  1. Remove all bollards and fence posts remnants in the Rhode Island Avenue ROW.
  2. Remove the remaining section of chain-link fence perpendicular to the dumpster in the ROW.
  3. Remove the University Gardens parking prohibition sign and all asphalt and other parking surface in the ROW, unless the Mayor and Council authorize use of the right of way for this purpose as part of the terms and conditions of a separate revocable agreement.
12. No one testified in opposition to the request for certification.

## Section 2      Conclusions of Law

1. A Nonconforming Use Site Plan was submitted that indicates that the apartment complex was legally established in accordance with all the regulations in effect at the time construction began in 1947. Based on a preponderance of the documentary evidence submitted including City of College Park occupancy permits, Washington Suburban Sanitary Commission records, and an affidavit, the apartment complex at 4620, 4622, 4624 and 4626 Knox Road has been continuously operated as a 41-dwelling unit apartment complex and there has been no break in operation for more than 180 days since the use became nonconforming on November 29, 1949.

Section 3 Based on the evidence and testimony presented, following the reasoning in the staff report as well as the findings of fact and conclusions of law set forth hereinabove, the APC recommends certification of the use as nonconforming and not illegal. Further, the APC recommends that a new Use and Occupancy Permit be issued to the current owner subject to the following conditions:

1. Prior to issuance of the Use and Occupancy Permit, the applicant shall remove the following from the City ROW:
  - i. All bollards in the ROW
  - ii. All fence post remnants in ROW

- iii. The remaining section of chain-link fence perpendicular to the dumpster in the ROW.
  - iv. All asphalt and other parking surface in the ROW and the sign that restricts parking to University Gardens residents, unless the Mayor and City Council authorize use of the right of way for this purpose as part of the terms and conditions of a separate revocable agreement.
3. Prior to certification of the site plan, the applicant shall revise the site plan to:
- a. Include a note that states: "Parking spaces shown are exempt from current number of parking spaces and design standards per Section 27-584 of the Zoning Ordinance."
  - b. Correct the note regarding parking spaces: "total spaces provided" from 40 spaces to 20 spaces. The 20 spaces located in the ROW cannot be considered as parking provided on-site

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of College Park, Maryland that the findings of fact and conclusions of law of the APC are hereby adopted and the use is certified as nonconforming and not illegal.

**ADOPTED**, by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the 25<sup>th</sup> day of March 2014.

CITY OF COLLEGE PARK,  
MARYLAND

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

\_\_\_\_\_  
Andrew M. Fellows, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

**14-G-37**

## MEMORANDUM

**TO:** Mayor and City Council  
**THROUGH:** Joseph Nagro, City Manager  
**FROM:** Robert W. Ryan, Public Services Director *RWR/jsm*  
**DATE:** March 14, 2014  
**SUBJECT:** Field Use Requests

### ISSUE

Three Field Use Reservation Applications for use of Duvall Field were received by the Department of Public Services. The applications were considered by the Recreation Board at their March 2014 regular meeting.

### SUMMARY

Three organizations have submitted applications which were considered by the Recreation Board at their March 2014 regular meeting. The Recreation Board recommends approval of the following field use applications.

1. The Maryland Stingers Women's Rugby Club has requested use of Duvall Field for Club practice on Tuesday and Thursday evenings, 7:30-9:30, from March through June, 2014. The Recreation Board again supported the waiver of fees in lieu of service for this request. The Stingers will coordinate work in lieu of fees with Public Works, and will coordinate shared field use with the Boys and Girls Club;
2. An application for Sunday use has been received. for Boy Scout Troop 740 to sponsor one BBQ event on Sunday, June 1, 2014; and
3. The Berwyn Christian School has applied for a field use permit for their annual field day to be held on Friday, May 9, 2014

### RECOMMENDATION

It is recommended that the Council place these requests on the consent agenda for 25 March 2014 and confirm approval of these applications as submitted.

**CITY OF COLLEGE PARK FIELD USE RESERVATION APPLICATION**  
**Duvall Field**



Date of Application 2/14/2014  
 Name of Organization Maryland Stingers Women's Rugby Club  
 Name of Contact Individual Kelly Freese  
 Address 4990 Columbia Pike Apt. 313 Arlington VA 22204  
Street City State Zip  
 Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell 301-509-5526

Is the Organization a City-located youth Organization? Yes  No  Is the Organization Headquartered in College Park? Yes  No

REQUESTING DUVALL FIELD FOR:  Football, Age \_\_\_\_\_  Soccer, Age \_\_\_\_\_  Baseball, Age \_\_\_\_\_  T-Ball, Age: \_\_\_\_\_  
 Softball, Age: \_\_\_\_\_ ADDITIONAL NEEDS:  Lights  Bathrooms  Concession Stand

Date(s) Requested March 6 - May 15 every Tuesday + Thursday Times Requested: From 7:30pm To 9:30pm

Description of Activity or Event Senior Women's Club Rugby Practice

Are you charging a fee? Yes  No  If yes, for what purpose? \_\_\_\_\_

Expected number of participants: 25-30 Age range: 18-35

I hereby confirm that I have received and read the City Recreation Facilities Rules and Regulations.  
 The organization's "Proof of adequate minimum liability insurance" (required under Section IV, Item 5) is attached to this application.

In addition, applicant/organization agrees to indemnify and hold harmless the City from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the City or which the City must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from his/her negligent performance of or failure to perform any of his/her obligations under the terms of this application/permit.

2/14/2014 [Signature]  
Date Signature of Contact Individual

**Do Not Write Below This Line**

Recommendation of Recreation Board \_\_\_\_\_ Damage Deposit \$ N/A  
 Estimated Fee \$ N/A

Approval 03/10/14 Disapproval \_\_\_\_\_  
 Comments confirm first use date and Pay In Lieu Project w/ DPWAD  
 Date 3/10/14 meeting Signature [Signature] for Alan Bradford

Recommendation of Public Services Director  
 Approval \_\_\_\_\_ Disapproval \_\_\_\_\_  
 Comments \_\_\_\_\_  
 Date \_\_\_\_\_ Signature \_\_\_\_\_

Action by Mayor and Council (or City Manager)  
 Approval \_\_\_\_\_ Disapproval \_\_\_\_\_  
 Comments \_\_\_\_\_  
 Date \_\_\_\_\_ Signature \_\_\_\_\_

**CITY OF COLLEGE PARK FIELD USE RESERVATION APPLICATION**  
**Duvall Field**



Date of Application: 2/20/14  
 Name of Organization: TROOP 740 BOY SCOUTS HOLY REDEEMER CHURCH CP  
 Name of Contact Individual: MIKE METALICK  
 Address: 11616 DOCKETTOWN RD LAUREL MD 20708  
 Telephone: Home 301-552-2214 Work: \_\_\_\_\_ Cell 301-275-5078  
 Is the Organization a City-located youth Organization?  Yes  No  Is the Organization Headquartered in College Park?  Yes  No

REQUESTING DUVALL FIELD FOR:  Football, Age \_\_\_\_\_  Soccer, Age \_\_\_\_\_  Baseball, Age \_\_\_\_\_  T-Ball, Age \_\_\_\_\_  
 Softball, Age: \_\_\_\_\_ **ADDITIONAL NEEDS:**  Lights  Bathrooms  Concession Stand

Date(s) Requested: SUNDAY JUNE 1 Times Requested: From 9 AM To 5 PM  
RAIN DATE SUNDAY JUNE 8  
 Description of Activity or Event: CHICKEN BBQ

Are you charging a fee?  Yes  No  If yes, for what purpose? PRICE OF DINNER  
 Expected number of participants: 100+ Age range: ALL

I hereby confirm that I have received and read the City Recreation Facilities Rules and Regulations.  
 The organization's "Proof of adequate minimum liability insurance" (required under Section IV, Item 5) is attached to this application.

In addition, applicant/organization agrees to indemnify and hold harmless the City from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the City or which the City must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance or failure to perform any of his/her obligations under the terms of this application/permit.

Date: 2/20/14 Signature of Contact Individual: Mike Metalick

Do Not Write Below This Line

Recommendation of Recreation Board \_\_\_\_\_ Damage Deposit \$ N/A  
 Approval  Disapproval \_\_\_\_\_ Estimated Fee \$ N/A

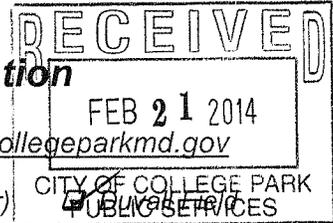
Comments \_\_\_\_\_  
 Date 03/14/2014 meeting Signature Say for Ivan Bradford

Recommendation of Public Services Director \_\_\_\_\_  
 Approval \_\_\_\_\_ Disapproval \_\_\_\_\_  
 Comments \_\_\_\_\_  
 Date \_\_\_\_\_ Signature \_\_\_\_\_

Action by Mayor and Council (or City Manager)  
 Approval \_\_\_\_\_ Disapproval \_\_\_\_\_  
 Comments \_\_\_\_\_  
 Date \_\_\_\_\_ Signature \_\_\_\_\_



# Field Use Reservation Application



Complete both pages and Submit to: [publicservices@collegetparkmd.gov](mailto:publicservices@collegetparkmd.gov)

Select One:  Calvert Hills Playground (Youth field – groups must be 13 and under)

Date of Application: 2-21-14

Name of Organization: Berwyn Christian School

Is this Organization: City-Based Youth  Yes  No City Headquartered  Yes  No

Contact Name(s): Esther Newell

Mailing Address: 4720 Cherokee Street College Park MD 20740

Email Address: esther.newell@berwynchristianschool.org

Day Phone: 301-474-1561 Evening Phone: \_\_\_\_\_ Cell Phone: 845-480-2989

Description of Activity/Event: Field Day

Sports  Baseball  Football  Lacrosse  Softball  T-ball  \_\_\_\_\_

Expected Number of Participants 80 Age Range 4 yrs - 14 yrs

Additional Requirements:  Toilets  Lights  Concession Stand

Date(s) Requested: May 9th, 2014

See Facilities Rules and Regulations for acceptable times and age group

Day(s) of Week Requested:  Sun.  Mon.  Tues.  Wed.  Thurs.  Fri.  Sat.

Time(s) Requested 7:00  a.m.  p.m. UNTIL 3:00  a.m. or  p.m.

Are you collecting a fee?  Yes  No If yes, Purpose: \_\_\_\_\_

I hereby confirm that I have received and read the City Recreation Facilities Rules and Regulations.

Organization's Proof of Adequate Minimum Liability Insurance as required under Section IV, Item 5 is attached hereto

*In addition, applicant/organization agrees to indemnify and hold harmless the City from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the City or which the City must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from his/her negligent performance of or failure to perform any of his/her obligations under the terms of this application/permit.*

### Recommendations and Notifications

Recreation Board  Approve Fee Waived  Approve with Fee of \$ \_\_\_\_\_  Denied

Comments: 03/10/2014 meeting

Pub. Svcs Director Concur  Yes  No

Comments: \_\_\_\_\_

City Manager Concur  Yes  No

Comments: \_\_\_\_\_

Mayor and Council Concur  Yes  No

Comments: \_\_\_\_\_

**Waiver of Fees** – the Council may vote to waive user fees, in whole or in part, upon recommendation of the Recreation Board. When considering whether to recommend or grant a full or partial waiver of user fees.

Please describe how your organization meets any of the following criteria:

- a. The level of use that is involved with the activity, including wear and tear on the facility;

The level of use is one day and is minimal. We will be using the field, playground, and baseball diamond for field day activities.

- b. The level of involvement by College Park residents in the activity;

College Park residents whose children attend Berwyn Christian School will be using the field, along with parent volunteers.

- c. The community benefit that may result from the activity, for example, recreational opportunities for youth or seniors;

The children attending BCS benefit from the activities.

- d. Volunteer services that the user provides to the City or its residents;

Any parents that reside in College Park, whose children attend BCS were encouraged to volunteer.

- e. Assistance to be provided by the user for maintenance of the recreational facility; and

The volunteers and I will be making sure the park is cleaned of any trash that was made during the event. We will use the proper recepticals during clean up.

- f. Whether user activities promote the interests of the College Park community.

Our organization is promoting a day of outdoor sports and fun for the students who attend Berwyn Christian School.

**14-G-38**

**DECLARATION OF COVENANTS AND AGREEMENT**  
**REGARDING LAND USE**

THIS DECLARATION OF COVENANTS (“Declaration”), is made this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between MR HILLCREST 1 CAPITAL LLC (“MR HILLCREST”), and the CITY OF COLLEGE PARK, MARYLAND (the “City”) a municipal corporation of the State of Maryland.

WHEREAS, MR HILLCREST is the contract purchaser of certain property located in College Park, Maryland located on Route 1 and having a street address of 9122 Baltimore Avenue, Parcel A, Plat No. 207074, and 9128 Baltimore Avenue, Parcel B, Plat No. 224088, Liber 24635, folio 00622 (the “Property”); and

WHEREAS, in 2007, the City supported approval of Detailed Site Plan No. 06095 for the Property based on certain conditions, which included a Declaration of Covenants between the developer at that time, JPI Development Services, LP and the City; and

WHEREAS, the Property was not developed pursuant to that detailed site plan; and

WHEREAS, MR HILLCREST has asked the City to recommend approval of revisions to the previously approved Detailed Site Plan No. 06095 (now referenced as Detailed Site Plan No 06095-01) to the Prince George’s County Planning Director; and

WHEREAS, the City has agreed to make said recommendation conditioned upon certain conditions, which shall be executed by MR HILLCREST in the form of these covenants running with the land, and set forth below, which covenants may be enforced by the City.

NOW, THEREFORE, in consideration of the aforesaid recommendations by the City, MR HILLCREST hereby declares and agrees on behalf of itself its successors and assigns that the Property shall be held, transferred, sold, leased, rented, hypothecated, encumbered, conveyed or otherwise occupied subject to the following covenants, conditions, restrictions, limitations and obligations which shall run with and bind the Property or any part thereof and shall inure to the benefit and be 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 the Covenants.

- a) MR HILLCREST will not sell any of the multi-family apartment units separately from the remaining multi-family apartment units, except as set out in Section 1(c). Any multi-family apartment units that are leased shall be rented to applicants who do not require a cosigner to qualify financially for a lease.
- b) 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 MR HILLCREST or its affiliates, or in the alternative, by a professional management agent with a strong reputation in property management and 10 years of experience managing multifamily rental properties. Any decision to discontinue such required professional property management shall require the prior written consent of the City of College Park.
- c) MR HILLCREST agrees that no more than one master residential condominium regime may be established on the Property. Any such regime shall be included in and governed by a master condominium document. In the event MR HILLCREST determines to establish a condominium regime under which apartments units may be individually sold, MR HILLCREST, to the reasonable satisfaction of the City, will include provisions in the applicable condominium documents not subject to amendment except as set out herein, as follows:
  - i. To ensure high quality management of the common areas, require unitary management for each such regime by a professional condominium management agent not owned or operated by any unit owner (except MR HILLCREST or its affiliates or other similar exercised multifamily owner/operators) that has a strong reputation in the property management industry and at least ten (10) years of experience managing multifamily projects. Any decision by the Board of Directors of a condominium to discontinue professional property management would require the prior written consent of the City of College Park;
  - ii. A provision prescribing that the condominium association provide a sample lease to unit owners for the units which may be individually

leased, which lease shall include a notice to proposed tenants of applicability of City ordinances relating to tenant rights and obligations and requiring unitary high quality maintenance and management with enforcement rights granted to the City and the condominium association to monitor and enforce tenants compliance with lease and other tenant obligations as set out herein and the City noise, nuisance and parking ordinances.

- iii. The condominium documents shall provide that, except in cases of actual hardship, no more than twenty-five percent (25%) of the units within the condominium may be leased at any time, unless otherwise approved by the City. Any owner wishing to lease a unit must notify the Board of Directors of its intention to lease. Except in the event of actual hardship, the Board of Directors shall deny the right of a unit owner to lease a unit if such lease would result in more than twenty-five percent (25%) of the units within the Condominium being leased. Hardship is defined as need based on military service, loss of employment, involuntary relocation, death, disability, or other such circumstances. In the event an exception to the 25% rental limit is granted due to hardship, any lease so granted shall not exceed twelve months in duration unless approved by the City. In no event shall the total rental percentage, including hardship exception rentals, exceed 30% of the units within the Condominium. Any unit owner seeking to lease a unit must comply with all applicable laws, including obtaining any required rental licenses. At the request of the Board of Directors or the City of College Park, each occupant of a unit may be required, not more than once in any twenty four (24) month period (or more often if reasonably necessary), to complete an affidavit certifying the status of the unit occupancy (i.e., whether the occupant is a unit owner, member of the unit owner's family, guest or invitee, or a lessee). The affidavit shall be in a form subject to the reasonable

approval by the City of College Park and may require that each occupant provide reasonable verification of the information contained in the affidavit. The minimum lease term for all leases within the for-sale condominium shall be twelve (12) months, and any rental of units will be subject to the prior review and approval of the Board of Directors. In this manner, the Board of Directors would be able to monitor the extent of leasing activity. No changes or modifications to these leasing restrictions will be permitted without the prior written consent of the City of College Park. The City of College Park would also be afforded the right, but not the obligation, to enforce these leasing restrictions against the individual unit owners, and would have the right, but not the obligation, to enforce other material use restrictions and rules against individual unit owners.

- iv. No transient tenants may be accommodated in any Unit, nor shall any Unit be utilized for short-term hotel purposes. No portion of a Unit (other than the entire Unit) may be rented, except that parking spaces shall be rented separately from the related residential Unit. All agreements of the lease of a Unit shall provide that the terms of the lease shall be subject in all respects to the provisions of the Maryland Condominium Act, the Condominium Declaration and Bylaws and that any failure of the lessee to comply with the terms of such provisions shall be a default under the lease, which default may be remedied by the Unit Owner in accordance with the lease and by the Condominium Association, in accordance with the Act. All leases must be in writing.
- v. No condominium Unit Owner or occupant shall make or permit to be made any disturbing noise in the Common Elements or in the Units by himself, his family, guests, tenants, employees, servants or invitees, nor permit anything to be done by any such persons as would materially interfere with the rights, comfort or convenience of other Unit Owners or occupants. No Unit Owner or occupant of any Unit shall carry on, or

permit to be carried on, any practice in his Unit or on the Property which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements by the Unit Owner or occupant of any other Unit, or which creates or results in a material hazard or nuisance on the Condominium.

- vi. Unit Owners and occupants must deposit all rubbish or litter in the designated areas and receptacles provided for such purpose.
- vii. Unless specific portions of the General Common Elements are designated by the Board of Directors for such purpose, no portion of the General Common Elements shall be used for the storage or placement of furniture or any other article, including, but not limited to, plants, boxes, shopping carts, bicycles, shoes or other articles of clothing and the like.
- viii. The Unit Owners and occupants shall not cause or permit the blowing of any horn from any vehicle in which his guests, family, tenants, invitees or employees shall be occupants, approaching or upon any of the driveways or parking areas serving the Condominium, except as may be necessary for the safe operation thereof.
- ix. The owners and occupants of the Units shall in general not act or fail to act in any manner that unreasonably interferes with the rights, comfort and convenience of other Unit Owners and occupants.
- x. No Unit Owner or any of his agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.
- xi. Subject to the provisions in the Condominium Declaration and in the Bylaws, household birds and fish, house dogs or domesticated house cats are allowed, provided that the same shall not unreasonably disturb or annoy other Unit Owners or occupants. Breeds of dogs that are prone to barking or howling are not allowed. Any unreasonable inconvenience,

damage or unpleasantness caused by such pets shall be the sole responsibility of the respective owners thereof. All such pets shall be kept under the direct control of the owners at all times and shall not be allowed to run free or unleashed or to otherwise unreasonably interfere with the rights, comfort and convenience of any of the Unit Owners or occupants. All pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law, and must be registered with the condominium managing agent. Pets shall be walked on the condominium property only where indicated and must be cleaned up after.

- xii. Units shall be occupied by no more persons than the maximum permitted by law for the Unit.
- xiii. No rugs shall be beaten on Common Elements or the patios, decks, balconies or porches of any Unit, nor dust, rubbish or litter swept from the Unit or any other room or the patios, decks, balconies or porches thereof onto any of the Common Elements.
- xiv. No immoral, improper, offensive, or unlawful use shall be made of the Condominium or any part thereof, and all valid laws, zoning ordinances and regulations of all government agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any government agency having jurisdiction thereof, relating to the maintenance and repair of any portion of the Condominium, shall be complied with, by and at the sole expense of the Unit Owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Condominium. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.
- xv. No one shall unreasonably interfere in any manner with the lighting in or about the buildings and Common Elements.

- xvi. Unit Owners and occupants, their employees, servants, agents, visitors, licensees and their families will obey the parking regulations posted at the parking areas, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the Unit Owners and occupants.
- xvii. Except as herein elsewhere provided, no junk vehicle or unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), shall be kept upon any portion of the Condominium or upon the public or private streets adjacent to the Condominium (except for bona fide emergencies), nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.
- xviii. Only streets and other parking areas within the Condominium shall be used by Unit Owners, occupants and guests for fully operable, inspected and registered four-wheel passenger vehicles, two wheel motorized bicycles and standard bicycles only. No recreational vehicles, vans (other than non-commercial passenger vans), mobile homes, trailers, boats, trucks (unless licensed as a passenger vehicle and less than three quarter ton capacity) or commercial vehicles (whether or not registered as a commercial vehicle with the Maryland Department of Motor Vehicles) except in the case of vehicles associated with the retail space and associated deliveries at the Property shall be permitted to be parked on the Property, except on a day-to-day temporary basis in connection with repairs, maintenance or construction work on the Unit.
- xix. Outdoor cooking or barbecuing is prohibited on any patios, decks, balconies or porches. This prohibition does not preclude outdoor cooking or barbecuing in the courtyard area of the Property.
- xx. Each Unit Owner shall maintain his Unit in a safe, clean and sanitary manner and condition, in good order and repair and in accordance with

all applicable restrictions, conditions, ordinances, codes and any rules or regulations which may be applicable hereunder or under law.

- xxi. Portions of a Unit visible from the exterior of the Unit and the Limited Common Elements must be kept in a reasonably orderly condition so as not to detract from the neat appearance of the Condominium community. In this regard, no motorcycles or other motorized vehicles may be parked on the patios, decks, balconies or porches. No clotheslines and no outdoor clothes drying or hanging shall be permitted anywhere in the Condominium, nor shall anything be hung, painted or displayed on the outside of the residential windows (or inside, if visible from the outside) or placed on the outside walls or outside surfaces of doors of any of the residential Units, and no awnings, canopies or shutters (except for those heretofore or hereinafter installed by Declarant and/or associated with the retail portion of the Property) shall be affixed or placed upon the exterior of a Units, or any part thereof, not relocated or extended, without the prior written consent of the Board of Directors. Window air conditioners are prohibited. The Board of Directors, in its sole reasonable discretion, may determine whether the portions of a Unit visible from the exterior of the Unit and the Limited Common Elements are orderly. If an Owner shall fail to keep the portions of the Owner's Unit or the Limited Common Elements (if any) appurtenant thereto, that are visible from the exterior of such Unit or Limited Common Elements orderly, the Board of Directors may have any objectionable items removed from the portions of the Unit that are visible from the exterior of the Unit or the Limited Common Elements so as to restore their orderly appearance, without liability thereof, and charge the Unit Owner for any costs incurred in connection with such removal. In no event shall these restrictions be construed in a manner that limits the Declarant's ability to advertise Units for sale or rent.

xxii. With the exception of lawn care equipment used by the Condominium Association, its employees and contractors, motorized vehicles may only be used or maintained on the roadways within or adjacent to the Condominium and no unlicensed vehicles are allowed within the Condominium. Motorized vehicles including, but not limited to, mini – bikes, snowmobiles and motorcycles, may not be driven on the non-roadway portion of the Common Elements by any Unit Owner, occupant or guest.

d) Each Unit Owner shall maintain his Unit in a manner satisfactory to the Association and in accordance with the Declaration and rules and regulations of the Association. In the event that a Unit is not so maintained, the Association shall have the right to enter the Unit to maintain the same, after giving the Unit Owner at least fifteen (15) days written notice to cure any maintenance problems or deficiencies. In the event that the Association exercises its right of entry for maintenance purposes, the Association shall have the right to access the particular Unit Owner for the cost of such maintenance. The Association, by its Board of Directors, shall have the right to establish Rules governing the maintenance of any Unit.

2. MR HILLCREST agrees to construct an access road, running north from Cherokee Street on the west side of Route 1 through a portion of the Property, and then running east to intersect with Route 1. A diagram of the proposed access road is attached as Exhibit A. MR HILLCREST agrees that said access road and appurtenances will be constructed to Prince George’s County Department of Public Works and Transportation Urban Primary Residential Road Standards, subject to the requirements of the detailed site plan for the Property. The parties recognize that a portion of the access road, as shown on Exhibit A, will be accessible by reason of a grant of easement from Ronald V. Doyle and Sandra M. Doyle (“Trustees of the Doyle Living Trust”) to MR HILLCREST. MR HILLCREST shall enter into a permanent public use easement with the Trustees of the Doyle Living Trust for said portion of the access road. To the extent consistent with

the approved detailed site plan, including Conditions 5 and 6, MR HILLCREST intends that, once constructed, the access road shall be open to traffic at all times and accessible to and may be used by the same persons who have the right of access under the easement entered into between MR HILLCREST and the Trustees of the Doyle Living Trust. The parties also recognize that the portion of the access road adjacent to Route 1, being that portion that runs east to west from Route 1, is to be constructed on an angle, as shown on Exhibit A. In the event that MR HILLCREST or its successors or assigns should acquire the property now owned by Ronald Doyle and Sandra Doyle, known as 9104 Baltimore Avenue, in College Park, MR HILLCREST agrees to reconstruct that east-west portion of the access road adjacent to Route 1 in such a manner as to align the access road with Cherokee Street on the east side of Route 1 subject to the approval of the City. The parties recognize that MR HILLCREST wishes to retain a developable parcel once said alignment occurs, and the City agrees that the approval of the City of said alignment will not be unreasonably withheld.

3. MR HILLCREST agrees that loading and unloading of trucks in the loading space to be provided on Route 1 along the northeast corner of the Property shall take place only during the hours of 10:00 a.m. to 3:00 p.m. and 7:00 p.m. to 10:00 p.m. Upon request of MR HILLCREST, the College Park City Council may modify the permissible hours of loading after consideration of the impact of traffic on Route 1, any practical difficulties associated with the then current loading hours, any proposed adverse impacts associated with altered loading hours, and input from neighboring residents. Approval of a request for alteration of permissible loading hours shall not be unreasonably withheld. MR HILLCREST shall ensure that all owners, tenants and occupants are aware of the hours of permissible loading as they exist from time to time. MR HILLCREST shall include in leases and instruments of conveyance for the Property, and thereafter enforce, prohibitions against loading in violation of the provisions of this paragraph.

4. In the event that a new or enhanced U.S. Route 1 shuttle system is operational and serving the Property at the time of issuance of the final use and occupancy permit for this project, MR HILLCREST shall contribute to the operator a proportionate share of the costs

of a U.S. Route 1 shuttle, which contribution shall not exceed the cost of a private shuttle for the Property alone. The timing and amount of the contribution shall be determined between MR HILLCREST and Prince George's County or other operator of the U.S. Route 1 shuttle. Compliance by MR HILLCREST with the timing and amount of the contribution as so determined will satisfy this condition. In the event that a new or enhanced U.S. Route 1 shuttle system is not operational and serving the Property at the time of issuance of the final use and occupancy permit for this project, MR HILLCREST shall provide a private shuttle for residents to and from the nearest Metro station beginning at the receipt of the final use and occupancy permit. The service shall be offered with service headway of thirty minutes during weekday AM and PM peak periods, and be free to residents, and vehicles must have a minimum capacity of fifteen persons. Specifications and financial assurances for the private service shall be provided to the City at the time of first use and occupancy permit. MR HILLCREST shall provide information on the shuttle service in any marketing or leasing brochure prepared for the project, including to rental and condominium units. If, after initiation of a private shuttle, a US Route 1 shuttle system is created, then MR HILLCREST shall participate in the new shuttle system in lieu of providing a private shuttle, and shall contribute a proportionate share of the costs of a US Route 1 shuttle, which contribution shall not exceed the cost of a private shuttle for the subject property alone.

5. In the event that, as part of the development process for the Property, the access road is not required to be dedicated to the public use, MR HILLCREST agrees that, upon receipt of notice from the City, it shall dedicate its interests in the access road as described in Exhibit A to the public use and shall execute documents required to accomplish this dedication once requested by the City. The determination of whether and when to request such dedication is within the sole discretion of the City, and shall be subject to the other requirements of this Declaration.

6. At the time of final plat approval, MR HILLCREST shall dedicate additional right of way as required by the State Highway Administration.

7. Total development of the Property shall be limited to uses which generate no more than 184 A.M. and 432 P.M. peak hour vehicle trips. Any development other than that identified herein shall require a new determination of adequacy.

8. The uses that are prohibited for the retail portions of the Project are attached hereto as Exhibit B and incorporated herein by reference. MR HILLCREST may request on the basis of hardship that other uses be allowed by the City after a good faith effort of at least one year. Such a request may not be considered by the City Council unless and until notice of such request has been given to the residents of Autoville Drive south of Erie Street. The granting of such a hardship request, after notice as herein provided, shall not be unreasonably withheld by the City.

9. MR HILLCREST agrees that no permanent direct vehicle access is allowed to the Property from Autoville Drive. MR HILLCREST shall make its best efforts to ensure that construction traffic for the project shall use U.S. Route 1 for ingress and egress, using Baltimore Avenue to access to the site, and that such traffic does not utilize other neighborhood streets except in extraordinary circumstances. These best efforts shall include but not be limited to monitoring said traffic and including the restrictions of this paragraph as to construction traffic in any contracts between MR HILLCREST and contractors working at or delivering to the site. Construction personnel and other employees involved in the project shall park on site, where practicable. When not practicable, MR HILLCREST shall provide, free of charge, off-street parking spaces within walking distance of the site for use by construction personnel and other employees involved in the project, or a shuttle service (or other means of mass transportation) to ensure that construction personnel and other employees do not park in the neighborhood streets. Construction vehicles shall be parked on site and construction materials shall be stored on site, where practicable. Construction vehicles parked off site shall not be parked on City streets. Access to the site by construction vehicles and delivery of materials is limited to Monday through Friday, 7:00 a.m. to 6:00 p.m. and on Saturday from 9:00 a.m. to 6:00 p.m. Work on Saturdays is limited to 8:00 a.m. to 6:00 p.m. When the structured parking garage on the property is available for use, such

vehicles and materials shall be parked/stored therein, where practicable. At issuance of building permit, MR HILLCREST shall make a one-time contribution to the City of College Park in the amount of \$1,000 to be used to subsidize resident fees associated with a parking permit zone to be in place in the area during construction.

10. To the extent consistent with the approved detailed site plan, including Conditions 5 and 6, MR HILLCREST agrees to the following restrictions on the use of the access road depicted on Exhibit A:

- a) The use of the east/west segment of the access road, labeled as "Segment 1" on Exhibit A, by trucks other than single unit trucks is prohibited, except for access for vehicles necessary to service the retail space or for trash collection, or to provide moving services for residents. When providing service, the vehicles will be parked on site and not on Segment 1. As used in this paragraph 11(a), a single unit truck is a truck that is constructed with a combined cab and chassis. The types of trucks whose use of Segment 1 is prohibited, except as exempted in this paragraph, include, but are not limited to, tractor-trailers, semi-trailers, and other types of trucks that have a cab and chassis as separate components.
- b) The use of the north/south segment of the access road, labeled as "Segment 2" on Exhibit A, by all trucks is prohibited except for the purpose of allowing vehicles authorized to use Segment 1 to maneuver to access the loading dock.
- c) Notwithstanding paragraphs 11(a) and (b), the restrictions against the use of the access road by trucks do not apply to fire trucks and other emergency and public safety trucks and apparatus.
- d) MR HILLCREST shall use its best efforts to prevent the use of the access road by trucks as prohibited by paragraphs 11(a) and (b). Such best efforts may include, but not be limited to, the placement of signage and artificial barriers. Additionally, MR HILLCREST shall use reasonable efforts to ensure that all owners, tenants and occupants are aware of the restrictions of the use of the access road by trucks as provided in paragraph 11(a) and (b), and shall include in leases and instruments of conveyance for the Property, and thereafter enforce,

prohibitions against the use of the access road by trucks in violation of the provisions of paragraphs 11(a) and (b).

11. Prior to building permit, MR HILLCREST shall provide a payment to the City of College Park in the amount of \$60,000 for the Project Feasibility Study for Undergrounding Utilities on US 1 from College Avenue to MD 193 being conducted by the Maryland State Highway Administration. In the event that the City institutes an assessment that involves the Property along Route 1 for undergrounding of utilities, MR HILLCREST, its executors and assigns, shall receive a credit for the \$60,000.00 payment against any such assessment.

12. The City recognizes MR HILLCREST's concern that future development in the immediate area, and in particular to the south, of the Property may eventually create a more intensive use of the access road than is now contemplated or can be sustained based on current plans. The City agrees to act in good faith in cooperation with MR HILLCREST to ensure that any such future development includes safeguards to protect access by the users of the Property.

13. MR HILLCREST shall maintain, in a manner reasonably acceptable to the City, all pedestrian light fixtures installed in any right-of-way pursuant to the DSP and/or this Agreement along Route 1, Baltimore Avenue, with the exception of the pedestrian light fixtures that are installed outside of the Project's property frontage. Maintenance and operation shall include but not be limited to electric utility charges, replacement of light bulbs, and repair and replacement of the pedestrian street lights within a reasonable period of time, pursuant to a maintenance schedule established with the City.

The City may invoice MR HILLCREST on a quarterly basis for electricity costs in the event MR HILLCREST is not invoiced the costs of electricity directly by the utility company. Invoices shall be payable to the City within thirty (30) days of receipt. In the event that any such invoice is not timely paid, in addition to any other remedy available at law, any outstanding amount shall be a lien upon the Property to be collected in the same manner as City taxes are collected. MR HILLCREST shall indemnify

and save harmless the City, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including reasonable attorneys' fees, arising directly or indirectly out of the maintenance of the pedestrian light fixtures, caused by the negligent act or omission, intentional wrongful acts, intentional misconduct or failure to perform with respect obligations under this paragraph on the part of MR HILLCREST, its agents, servants, employees and subcontractors.

MR HILLCREST shall enter into any Memorandum of Understanding required by the State Highway Administration with respect to light fixture maintenance.

14. Prior to DSP certification, the plans for the Project shall be revised to:

- a. Eliminate the lay-by lane on Route 1 and continue the streetscape along the property frontage, subject to SHA approval.
- b. Provide a gate for the loading space on the north side of the building and screen from public view.
- c. Utilize a light-colored brick veneer or colored concrete finish in lieu of a green screen on the north and south elevations of the parking garage.
- d. Substitute brick veneer for cementitious panels on the west side building elevation north of the parking garage.
- e. Show up to two parking spaces reserved for a car-share program such as Zip Cars or Car-to-Go.
- f. Provide a 6-foot brick and metal fence along the Autoville Drive property line as shown in the illustrative drawing dated November 21, 2013, attached as Exhibit C. The brick color shall coordinate with the rear garage façade.
- g. Show landscaping details in the rear yard along Autoville Drive in accordance with the illustrative drawing dated November 21, 2013, attached as Exhibit D, except that benches shall be arranged to face each other rather than Autoville Drive.

15. MR HILLCREST shall include in all tenant leases a provision that states off-site parking by residents on adjacent roadways, including but not limited to Autoville Drive or on Cherokee Street, is a breach of the lease.

16. MR HILLCREST shall provide the use of the community room or other similar space in the Project for use for community related meetings quarterly at no cost, subject to reasonable notice and regulation. No alcohol will be served at such meetings.

17. Use of the driveway entrance on the north side of the building is limited to utility access and to scheduled use by small trucks during the hours noted in paragraph 3 of this Declaration for residential loading and unloading.

18. MR HILLCREST shall provide at the request of the City an appropriate space on the Property to accommodate a bikeshare station of up to eleven docks and six bikes. The cost of installation and maintenance shall be borne by the City.

19. Each person accepting a deed, lease or other instrument conveying any interest in the Property shall be bound by the terms of this Declaration whether or not the same is incorporated or referred to in such deed, lease or instrument and this Declaration 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.

20. These obligations are subject to and contingent upon final approval of the aforesaid DSP revision (with such approval being beyond appeal) and shall be recorded upon title to the Property being vested in MR HILLCREST.

21. In the event that MR HILLCREST assigns or transfers its contract purchase rights prior to taking title to the Property, MR HILLCREST agrees that the said contract purchase rights shall be assigned or transferred subject to the provisions of the Declaration of Covenants and Agreement and that the Agreement referenced herein shall be effective immediately as to MR HILLCREST and shall be binding on its heirs, successors and assigns.

22. This property shall be held, conveyed, encumbered, sold, leased, rented, used, and/or occupied subject to the terms and provisions of this Declaration of Covenants, which shall run with the land.

23. The City shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed upon the Property, and/or MR HILLCREST pursuant to the provisions of this Declaration. The parties agree that if MR HILLCREST should breach the terms of this Declaration, the City would not have an adequate remedy at law and would be entitled to bring an action in equity for specific performance of the terms of this Declaration. In the event the City is required to enforce this Declaration and MR HILLCREST is determined to have violated any provision of this Declaration, said party will reimburse the City for all reasonable costs of the proceeding including reasonable attorneys' fees. Should MR

HILLCREST prevail in any action brought by the City to enforce a provision of this Declaration of Covenants, the City shall reimburse said party for all reasonable costs of the proceeding including reasonable attorneys' fees.

23. This Declaration may not be amended or modified except in a 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. This Declaration shall be constructed in accordance with the laws of the State of Maryland. The provisions of this Agreement shall be deemed severable, so that if any provision hereof is declared invalid, all other provisions of this Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed and delivered.

WITNESS/ATTEST:

MR HILLCREST REALTY

\_\_\_\_\_

\_\_\_\_\_

Name/Title

STATE OF MARYLAND)

)

ss:

COUNTY )

)

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_ 2014, before me, a Notary Public in and for the State aforesaid, personally appeared \_\_\_\_\_ and that he executed the foregoing Declaration of Covenants for the purpose 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

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

By: \_\_\_\_\_  
Joseph L. Nagro, City Manager

STATE OF MARYLAND            )  
COUNTY OF                    )        ss:

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the subscriber, a Notary Public in the State and County aforesaid, personally appeared Joseph L. Nagro, 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 Declaration of Covenants 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.

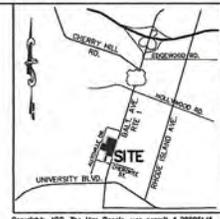
\_\_\_\_\_(SEAL)  
Notary Public  
My Commission Expires: \_\_\_\_\_

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.  
P.O. Box 2289  
Annapolis, MD 21404-2289



VICINITY MAP  
SCALE: 1" = 2000'

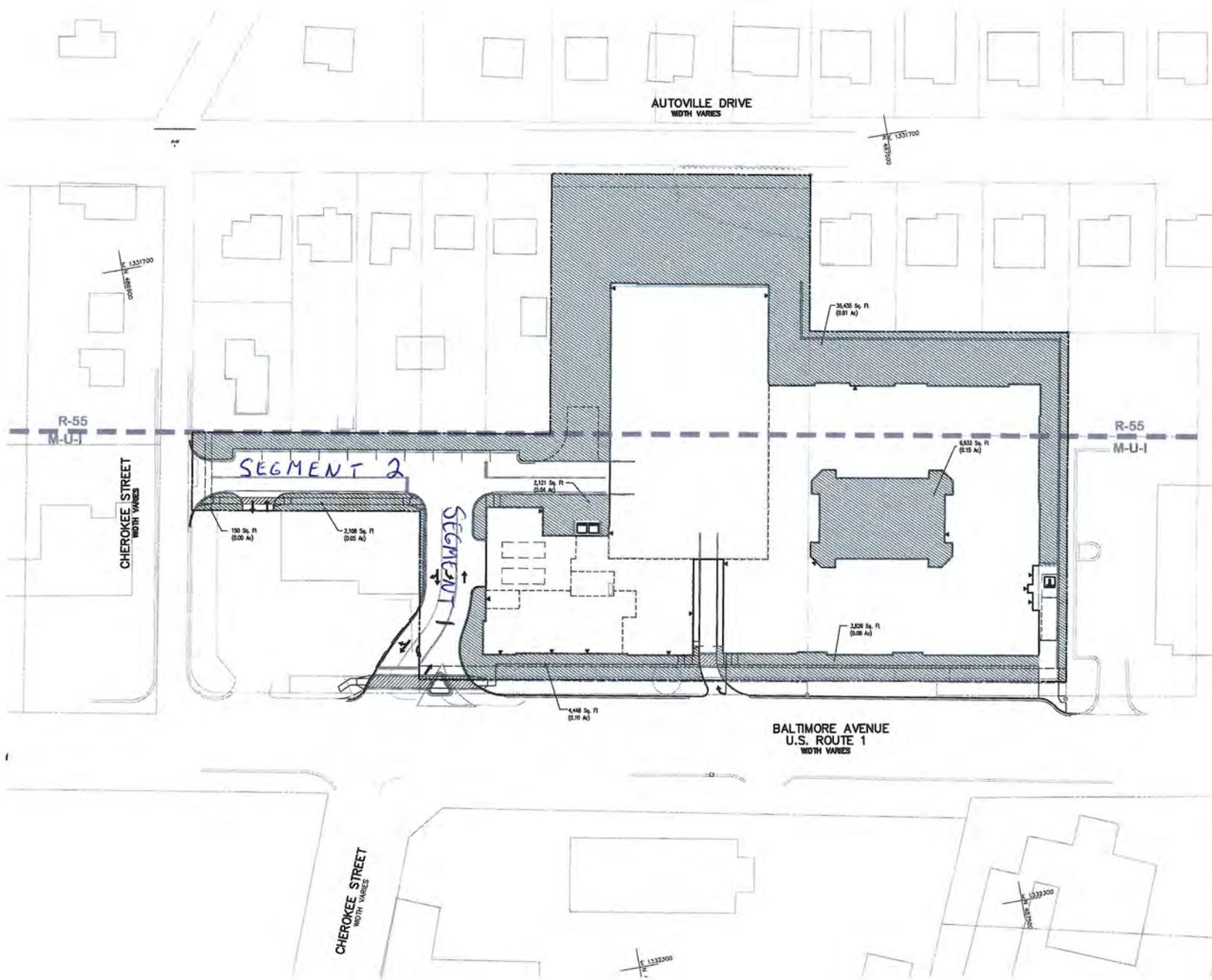
**VIKA**  
ARCHITECTS & LANDSCAPE ARCHITECTS & SURVEYORS & GPS SERVICES

MONUMENT VILLAGE AT COLLEGE PARK WEST  
PARCEL 'A' & 'B' BLOCK 'F'  
AND TOWNSHIP 17-74  
PB: RP2207 P: 74

RECREATIONAL AND  
COURT

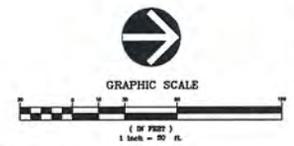
VIKA REV:

ADDRESSED PER  
ACCEPTANCE: 10/24/2013  
SUBMIT DSP: 7/28/2013  
SUBMIT DSP: 7/28/2013  
SIGNATURE SET: 3/25/08 - B&B  
1/9/07 - REV  
PER CHANGES  
ARCHITECTURE  
1/29/07 - UPR  
ARCH REVISION  
DATE: DECEMBER  
REV: M&B  
SCALE: 1"=30'  
PROJECT/FILE: 1408  
SHEET NO. C-



**LEGEND:**  
RECREATION / GREEN AREA  
60,763 SF = 1.395 AC (37%)

**PROGRESS  
REVIEW SET  
10/25/2013**



M-NCPPC APPROVALS			
PROJECT NAME: MONUMENT VILLAGE AT COLLEGE PARK WEST			
PROJECT NUMBER: DSP - 06095			
For Conditions of Approval see Site Plan Cover Sheet or Approval Sheet The Revisions Listed Below Apply to this sheet			
Approval #	Approval Date	Reviewer's Signature	Certification Date

Monument Realty  
12/3/13 W/S  
Item #5

**EXHIBIT B**

**Detailed Site Plan Revision 03098/01  
Jefferson Square at College Park**

In addition to the uses prohibited in the Mixed-Use-Infill (M-U-I) zone in the Development District Overlay Zone (DDOZ), the following uses shall be prohibited.

**Additional Prohibited Uses**

**1. Commercial**

- Eating or Drinking Establishments
  - Drive-in restaurant
  - Fast-food restaurant (except coffee shops, ~~or~~ ice cream parlors, and fast casual uses)
  - Other than a drive-in or fast-food restaurant (which may include incidental carry out-service, except where specifically prohibited) permitting live entertainment or patron dancing, with hours of operation that extend beyond 11:00 p.m., and with parking abutting land uses for residential purposes, except hotel lounges
- Vehicle, Mobile Home, Camping Trailer, and Boat Sales and Service
  - Bus Maintenance
  - Boat Fuel Sales at the waterfront
  - Boat sales, service, and repair, including outdoor storage of boats and boat trailers
  - Car Wash
  - Gas Station
  - Incidental automobile service in a parking garage
  - Vehicle lubrication or tune-up facility, provided all sales and installation operations are conducted in a wholly enclosed building with no outdoor storage
  - Vehicle, mobile home, or camping trailer repair and service station
  - Vehicle, mobile home, or camping trailer sales lot, which may include dealer servicing and outdoor storage of vehicles awaiting sale; but shall exclude the storage or sale of wrecked or inoperable vehicles, except as accessory to the dealership for vehicles which the dealership will repair
  - Vehicle or camping trailer rental
  - Vehicle or camping trailer storage yard
  - Vehicle parts or tire store including installation facilities, provided all sales and installation operations are conducted in a wholly enclosed building with no outdoor storage
  - Vehicle parts or tire store without installation facilities

- Vehicle Towing Station, provided it is enclosed by a sight-tight wall or fence at least 6 feet high, or an evergreen screen
- Offices
  - Bank, savings and loan association, or other savings or lending institution that is an automatic teller machine only or a check-cashing establishment (this does not exclude a bank branch)
  - Office (~~except as otherwise provided~~)
  - ~~Office of a medical practitioner or medical clinic (which may include an accessory private spa)~~
- Services
  - Animal hospital, animal training, kennel
  - Bicycle repair shops other than non-motorized
  - Blueprinting, photostating, or other photocopying establishment (excluding FedEx type uses)
  - Catering establishment
  - Data processing
  - ~~Dry cleaning or laundry pickup station (except as a service provided exclusively for residential tenants)~~
  - Retail or Wholesale dry cleaning store or plant:
  - Electric or gas appliance, radio, or television repair shop
  - Employment agency
  - Fortune telling
  - Funeral parlor, undertaking establishment
  - Household appliances or furniture repair shop
  - Key or locksmith shop
  - Laboratory
  - Laundromat
  - Laundry store or plant
  - Lawn mower repair shop
  - Limousine service
  - Massage establishment
  - Methadone Treatment Center
  - Newspaper publishing establishment
  - Printing shop
  - Taxidermy
- Trade (Generally Retail)
  - Bait shop
  - Bicycle (sales) shops other than non-motorized
  - Bottled gas sales
  - Food or beverage goods preparation for wholesale sales
  - Lawn mower (sales) store
  - Swimming pool or spa sales and service

**2. Institutional/Educational**

- Adult day care center
- Church or similar place of worship, convent or monastery
- Day care center for children (except ancillary to Gold's Gym)
- Hospital (may include a private spa)
- Nursing or care home (may include a private spa)
- School, private

**3. Miscellaneous**

- a. Contractor's office (general) as a permanent use, including the businesses of siding, flooring, roofing, plumbing, air conditioning, heating, painting, carpentry, electrical work, landscaping and the like, with buildings, and uses accessory to the business (as well as the office) use
- b. Mobile home, with use for which amusement taxes collected
- c. Rental businesses:
  - i. Rental of boats
  - ii. Rental of any other merchandise allowed to be sold in the respective zone
- d. Sign, in accordance with Part 12:
  - i. All others

**4. Public/Quasi Public**

- e. Community building, except as otherwise provided
- f. Library, private
- g. Post office
- h. Public building and use, except as otherwise prohibited
- i. Voluntary fire, ambulance, or rescue station

**5. Recreational/Entertainment/Social/Cultural**

- Amusement arcade
- Amusement center
- Amusement park
- Archery or baseball batting range
- Athletic field
- Auditorium
- Beach
- Billiard or pool hall (except a game room in the residential portion of the development)
- Boat ramp
- Bowling alley
- Club or lodge (private) except as otherwise provided
- Fishing pier
- Golf course or country club
- Gold driving range
- Miniature golf course

- Recreational or entertainment establishment of a commercial nature, of not otherwise specified
- Rifle, pistol, or sheet shooting range
- Skating ring
- Theatre
- 6. *Residential/Lodging*
- Hotel or motel
- Tourist home
- 7. *Resource Production/Recovery*
- Agricultural use
- 8. *Transportation/Parking/Communications/Utilities*
- Airport, airpark, airfield, airstrip, heliport, helistop
- Broadcasting studio (without tower)
- Bus station or terminal
- Parking garage, commercial
- Parking lot, commercial
- Public utility use or structure
- Taxicab dispatching station
- Taxicab stand
- Telegraph or messenger service
- Tower, pole, or antenna (electronic, public utility when not otherwise permitted, radio, or television, transmitting or receiving), except a satellite dish antenna



Exhibit C

Autoville Drive

# Revised Landscape Plan

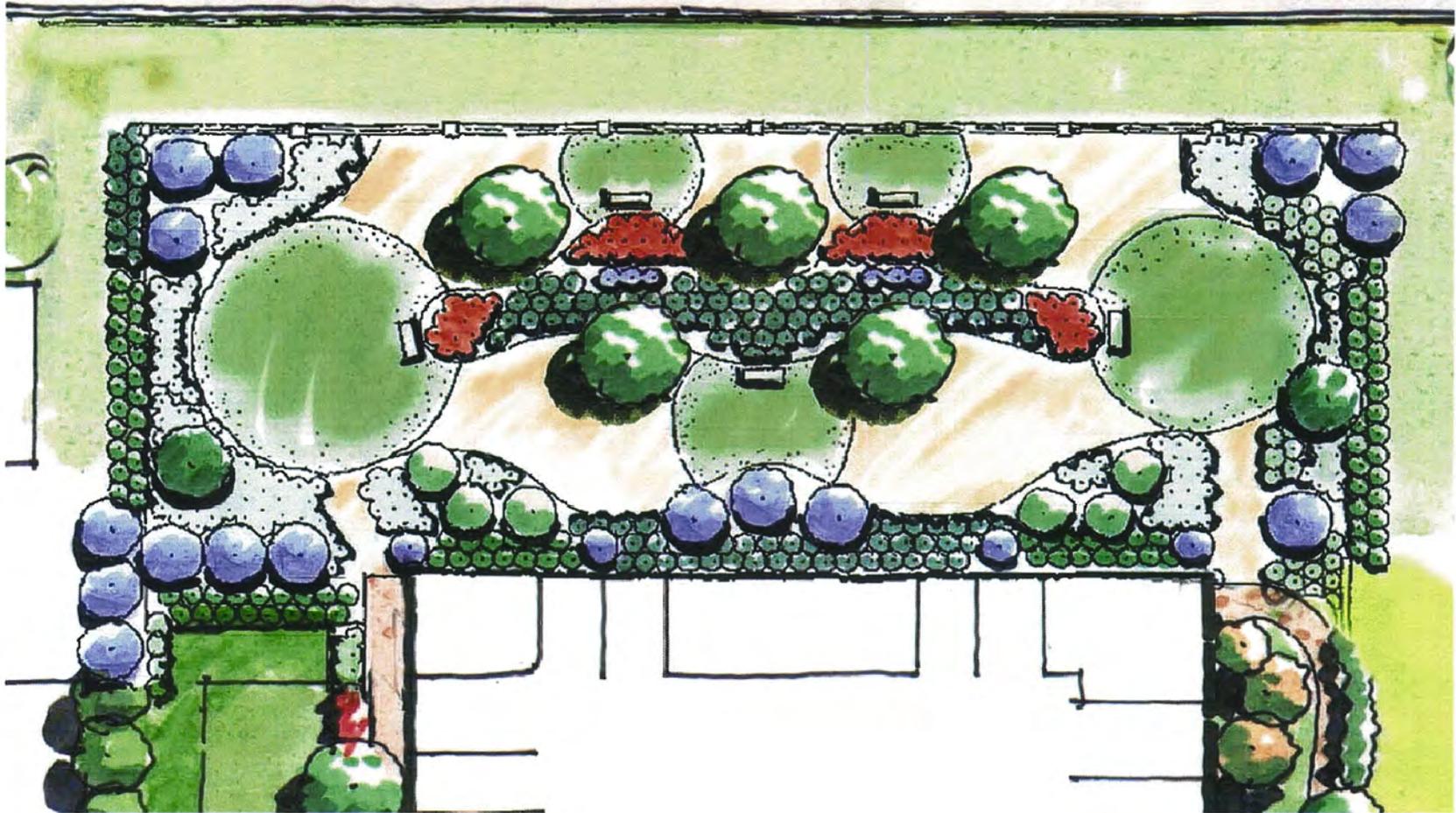


Exhibit D

**14-R-06**

**MOTION:**

**I move to adopt Resolution 14-R-06 to grant a waiver pursuant to §175-13(A)(3) of the City Code, after finding that the purposes of the law will be equally well served by doing so, to MR Hillcrest Capital LLC and to approve a Revitalization Tax Credit for the planned development of the real property at 9122-9128 Baltimore Avenue, as established by Detailed Site Plan 06095-01 submitted to the Maryland-National Capital Park and Planning Commission (“the Project”). The tax credit will be for the increased assessment attributed to the taxable improvements upon project completion as determined by the Supervisor of Assessments. The tax credit amount will be reimbursed to the owner after payment of the City taxes as reflected on the County tax bill in each fiscal year, on the following basis, which represents one-half of the allowable revitalization tax credit:**

- First fiscal year after completion - 58.0% of the increased assessment of City tax**
- Second fiscal year after completion - 27.5% of the increased assessment of City tax**
- Third fiscal year after completion - 27.0% of the increased assessment of City tax**

**Reimbursement of the tax credit is subject to and conditioned upon the property owner submitting evidence of certification from the US Green Building Council that the Project meets the minimum green building guidelines to attain LEED Silver Certification for the appropriate rating system. No reimbursement of the real property taxes will occur prior to the receipt of such evidence.**

**DISCUSSION:**

The Mayor and Council, pursuant to §9-318 of the Tax-Property Article, Annotated Code of Maryland, established revitalization districts in the City for the purpose of encouraging redevelopment, and authorized a property tax credit against the City’s real property tax for a property located within the revitalization districts that is constructed or substantially redeveloped in conformance with adopted eligibility criteria and reassessed as a result of the construction or redevelopment at a higher value than that assessed prior to the construction or redevelopment. Chapter 175 “Taxation,” §175-13, authorizes the Council to waive certain eligibility criteria if it determines that the purposes of the law will be equally well served by doing so. The application filed by the owner, and the history of the development, have shown this to be the case and the Council has determined that tax credit should be granted, subject to LEED Silver Certification.

**RESOLUTION OF THE MAYOR AND COUNCIL  
OF THE CITY OF COLLEGE PARK TO GRANT A WAIVER PURSUANT TO §175-13  
OF THE CITY CODE, UPON FINDING THAT THE PURPOSES OF THE LAW WILL  
BE EQUALLY WELL SERVED BY DOINGS SO, TO MR HILLCREST 1 CAPITAL,  
LLC, AND TO APPROVE A REVITALIZATION TAX CREDIT FOR THE REAL  
PROPERTY LOCATED AT 9122-9128 BALTIMORE AVENUE FOR A PERIOD OF  
THREE YEARS BEGINNING IN THE FIRST FISCAL YEAR AFTER COMPLETION**

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

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

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

WHEREAS, MR HILLCREST 1 CAPITAL, LLC, ("MR HILLCREST"), as contract purchaser of the property located at 9122-9128 Baltimore Avenue, College Park, MD 20740 ("Property"), has applied for revitalization tax credit; and

WHEREAS, the detailed site plan (“DSP”) for the Property was filed and accepted by the Maryland-National Capital Park and Planning Commission (“M-NCPPC”) prior to application for the tax credit, but the approved project (“Project”) has not been constructed; and

WHEREAS, the Mayor and Council, in §175-13, authorized the waiver of certain criteria for the granting of a real property tax credit and the reduction of the amount or duration of the tax credit set out in §175-11 when granting the waiver; and

WHEREAS, MR HILLCREST has applied for a waiver of the requirement that the application be filed no later than the acceptance of the DSP by M-NCPPC; and

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

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

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

WHEREAS, the Mayor and Council I have determined that granting the requested waiver should be conditioned upon a LEED Silver certification by the US Green Building Council for the Project.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council of the City of College Park that, based upon the MR HILLCREST’S Application and Memorandum dated November 27, 2013, the Staff report dated January 31, 2014 and the information provided during the Work Session held for this matter, that the purposes of Article V, Revitalization Tax Credit, of Chapter 175 will be equally well served by a waiver of the requirement of §175-12(a) that an application must be filed prior to the acceptance of a DSP by M-NCPPC; and it is further

**RESOLVED**, that the requested waiver of §175-12(a) be and it is hereby granted; and it is further

**RESOLVED**, that a three year Revitalization Tax Credit for the real property located at 9122-9128 Baltimore Avenue, beginning in the fiscal year following completion, to be reimbursed to MR HILLCREST after proof of payment of the City taxes reflected on the County tax bill in each fiscal year, is approved on the following basis:

First fiscal year after completion -	58.0% of the increased assessment of City tax
Second fiscal year after completion -	27.5% of the increased assessment of City tax
Third fiscal year after completion -	27.0% of the increased assessment of City tax

Reimbursement of the Revitalization Tax Credit is subject to and conditioned upon submission by MR HILLCREST of a certification by the US Green Building Council that the Project meets the minimum green building guidelines to attain LEED Silver Certification. No reimbursement of the real property taxes will occur prior to the receipt of such evidence.

**ADOPTED** by the Mayor and City Council of the City of College Park, Maryland at a regular meeting on the 25<sup>th</sup> day of March, 2014.

**EFFECTIVE** the 25<sup>th</sup> day of March, 2014.

**WITNESS:**

**THE CITY OF COLLEGE PARK**

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

\_\_\_\_\_  
Andrew M. Fellows, Mayor

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

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

**14-G-40**

## Appointments to Boards and Committees

14-G-40

### Appointments to the Neighborhood Stabilization Committee:

- Todd Waters – Cooperative Housing representative
- Josh Ratner – SGA representative
- Chris Fry – IFC representative

(Pending receipt of their applications)

### Stullich:

- Reappoint Jack Robson to the Airport Authority