



TUESDAY, MARCH 4, 2014
(COUNCIL CHAMBERS)

7:30 P.M. WORKSESSION

COLLEGE PARK MISSION STATEMENT

The City of College Park encourages broad community involvement and collaboration, and is committed to enhancing the quality of life for everyone who lives, raises a family, visits, works, and learns in the City; and operating a government that delivers excellent services, is open and responsive to the needs of the community, and balances the interests of all residents and visitors.

CITY MANAGER'S REPORT

PROPOSED ITEMS TO GO DIRECTLY TO NEXT WEEK'S AGENDA

PROPOSED CONSENT AGENDA ITEMS

1. 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. (*Appeal period ended March 1, 2014*)

WORKSESSION DISCUSSION ITEMS

2. Discussion with County Fire/EMS Chief Marc Bashoor and Volunteer Chiefs from Berwyn Heights, Branchville, and College Park stations about future fire station facility location and staffing plans; and the impact on emergency response City-wide of the loss of career staffing at the Branchville station (request of Councilmember Wojahn)
3. Discussion with M-NCPPC, and the City's Tree and Landscape Board and Airport Authority about the tree topping around College Park Airport (request of Councilmember Brennan) – Mark Wimer, Chair, Tree and Landscape Board, Jack Robson, Chair, Airport Authority, and Jerry Langham, Roslyn Johnson and Greg Kernan from M-NCPPC Prince George's County Parks and Recreation

4. Design of Hollywood Road extended to Autoville Drive in front of Mazza – Terry Schum, Director of Planning
5. Monument Realty: Request for amendments to the approved Declaration of Covenants – Suellen Ferguson, City Attorney
6. Cost of implementing a real-time tracking system on City snow plows (request of Councilmember Wojahn) – Bob Stumpff, Director of Public Works
7. Discussion about establishing a Senior Advisory Committee – Councilmember Mitchell
8. Request for a letter to the County formally requesting a TIF for undergrounding utilities – Mayor Fellows
9. City participation in the 3rd Annual Mayor’s Challenge for Water Conservation – Mayor Fellows
10. Review of legislation (***Possible Special Session***) – Bill Gardiner, Assistant City Manager
11. Appointments to Boards and Committees

COUNCIL COMMENTS

INFORMATION/STATUS REPORTS FOR COUNCIL REVIEW

This agenda is subject to change. For current information, please contact the City Clerk. 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.

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CEO-2014-01,
9801 51st
Avenue



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. CEO-2014-01 Name: Jose and Gloria Medina**

Address: 9801 51st Avenue, 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 11, 2014.

CERTIFICATE OF SERVICE

This is to certify that on **March 13, 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.

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 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.

- WHEREAS,** the City of College Park, Maryland (hereinafter, the "City") has, pursuant to Ordinance Number 11-O-03 (hereinafter, the "Ordinance"), and in accordance with Section 27-924 of the Prince George's County Zoning Ordinance (hereinafter, "Zoning Ordinance"), enacted an ordinance which sets forth procedural regulations governing any or all of the following: departures from design and landscaping standards, parking and loading standards, sign design standards, and variances for lot size, setback, and similar requirements for land within the corporate boundaries of the City, alternative compliance from landscaping requirements, certification, revocation, and revision of nonconforming uses, and minor changes to approved special exceptions; and
- WHEREAS,** the City is authorized by the Ordinance to grant an application for a waiver or variance for lot size, setback, and similar requirements where, by reason of exceptional narrowness, shallowness, shape, topography, or other extraordinary situation or condition of the specific parcel of property, the strict application of the Zoning Ordinance would result in peculiar and unusual practical difficulties or an exceptional or undue hardship upon the owner of the property, and a variance can be granted without substantial impairment of the intent, purpose and integrity of the General Plan or Master Plan; and
- WHEREAS,** the Advisory Planning Commission (hereinafter "APC") is authorized by the Ordinance to hear requests for variances from the terms of the Zoning Ordinance with respect to lot size, setback, and other requirements from which a variance may be granted by the Prince George's County Board of Appeals, including variances from Section 27-420 (a) of the Prince George's County Zoning Ordinance, and to make recommendations to the Mayor and Council in connection therewith; and
- WHEREAS,** pursuant to §15-19 of the Code of the City of College Park (the "City Code") the Advisory Planning Commission ("APC") is authorized to hear variances; and

WHEREAS, the City has adopted Section 87-23 “Fences” (hereinafter, the “Fence Ordinance”), and established certain restrictions on the construction and reconstruction of fences on residential properties, including a prohibition on front yard fences and side yard fences where the side lot line is a continuation of the front yard line of the adjacent lot; and

WHEREAS, the APC is authorized by the Fence Ordinance to grant a variance where, by reason of extraordinary situation or condition, the strict application of the Fence Ordinance would result in peculiar and unusual practical difficulty to or an exceptional or undue hardship upon the owner of the property, if a variance can be granted without substantial impairment of the intent, purpose and integrity of the Fence Ordinance; and where, if applicable, the variance is consistent with the Design Guidelines adopted for the Historic District; the variance will not adversely affect the public health, safety, welfare, or comfort; the fence for which a variance is requested incorporates openness and visibility as much as is practicable, provided that the fence shall not be constructed of chain link unless the material is consistent with the surrounding neighborhood; and the fence construction, including setbacks, is characteristic of and consistent with the surrounding neighborhood. In neighborhoods where chain link is a characteristic material, alternate materials incorporating openness and visibility may be permitted; and

WHEREAS, the APC is authorized by the Ordinance to hear requests for variances from the terms of the Zoning Ordinance with respect to fence regulations, including variances from Section 27-420 (a) of the Zoning Ordinance, and to make recommendations to the City Council in connection therewith; and

WHEREAS, the Mayor and Council are authorized by the Ordinance to accept or deny the recommendation of the APC with respect to variance requests; and

WHEREAS, on December 26, 2013, Jose and Gloria Medina (hereinafter, the “Applicants”), submitted a variance application from Prince George’s County Zoning Ordinance, Section 27-420 (a) which restricts fences in the front yard and side yard of corner lots to a height of four feet, from City Code, §87-23, Paragraph C, which requires construction of side yard fences to be set back twenty-five feet where the side lot line is a continuation of the front yard line of the adjacent lot and from City Code, §87-23, Paragraph F, which requires when reconstructing an existing fence, that the replacement fence be of the same dimensions and placement. The specific requests are for variances from the requirements set forth in the Prince George’s County Zoning Ordinance, Section 27-420 (a), and the City Fence Ordinance, Chapter 87, Section 23, Paragraph C and Paragraph F in order to construct a six-foot high L-shaped, wood, stockade fence in the side street yard at the premises know as 9801 51st Avenue, College Park Maryland (the “Property”); and

WHEREAS, on February 6, 2014, the APC conducted a hearing on the merits of the variances, at which time the APC heard testimony and accepted evidence, including the staff report and Exhibits 1 –9, with respect to whether the subject application meets the standards for granting a variance set forth in the Fence Ordinance; and

WHEREAS, based upon the evidence and testimony presented, the APC voted 5-0-0 to recommend that the variance to construct a 6 foot tall fence be denied, and that the variance to reconstruct the fence with a one foot addition to four feet in height be approved with conditions; 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:

- 1.1 The property is a corner lot and is located at the northeast corner of 51st Avenue and Mangum Road. The legal front is 51st Avenue.
- 1.2 The area of the property is 6,076 square feet.
- 1.3 The front (western) property line measures 50 feet (excluding the radius); the rear (eastern) property line measures 60 feet; the side (northern) property line measures 100 feet; and the side street (southern) property line measures approximately 85 feet (excluding the radius).
- 1.4 The property is improved with a one-story single-family home.
- 1.5 The backyard is a recreational/childcare area consisting of a trampoline, two basketball nets, a swing-set, a covered deck and a shed.
- 1.6 The property has an existing 3-foot high chain-link fence along the front yard, southern side yard and part of the northern side yard property lines; and a brick fence along the rear property line and part of the northern side yard.
- 1.7 The applicant installed a 6-foot high, stockade fence running perpendicular to Mangum Road and parallel to 51st Avenue without a permit.
- 1.8 A stop work order was posted on Dec. 5, 2013.
- 1.9 The applicant applied for a County fence permit on Dec. 12, 2013 but was referred for a variance to the City on Dec. 26, 2013.
- 1.10 The surrounding neighborhood is single-family residential.
- 1.11 Chain link fences are a characteristic material in the neighborhood. Stockade and board-on-board fences are occasionally found in the surrounding neighborhood and are generally located in the rear or side yards of properties.

Section 2 Conclusions of Law

With regard to CEO-2014-01 for height variance and a setback variance to install an L-shaped, 6-foot high, stockade fence in the side yard.

2.1 *The Property has an exceptional or extraordinary situation.*

A. Height Variance. There is no exceptional or extraordinary condition to support the 2-foot variance to permit a 6-foot high fence.

B. Setback Variance. The main segment of fence is a replacement fence which is permitted at the existing location at the property line. As for the smaller segment of fence, perpendicular to Mangum Road, the property is a corner side street lot with an unusually large side yard. This is an extraordinary condition that makes visibility of the entire yard more difficult particularly while supervising children.

2.2 *The denial of the variance would result in a peculiar and unusual practical difficulty to, or exceptional or undue hardship to the property owner.*

A. Height Variance. There is no peculiar or unusual practical difficulty to support the 2-foot variance to permit a 6-foot high fence. A lower, 4-foot high fence should reasonably serve the stated purpose of protecting children from running into the street.

B. Setback Variance. The main segment of fence is a replacement fence which is permitted at the existing location at the property line. As for the smaller segment of fence, perpendicular to Mangum Road, the property is a corner side street lot with an unusually large side yard. Denial of the variance would result in an unusual practical difficulty in that it would make monitoring children at play particularly difficult.

2.3 *Granting the variance will impair the intent, purpose or integrity of the Fence Ordinance.*

A. Height Variance. Granting the variance will adversely impact the intent, purpose and integrity of the City's Fence Ordinance. The Fence Ordinance was enacted to preserve and protect the character of residential neighborhoods in the City. The requested height variance is not the minimum necessary.

B. Setback Variance. The main segment of fence is a replacement fence which is permitted at the existing location at the property line. As for the smaller segment of fence, this segment will have less of a setback impact due to its location perpendicular to Mangum Road.

2.4 *The variance is consistent with the design guidelines adopted for the historic district, if applicable.* Not applicable, the property is not located in an historic district.

2.5 *The variance will adversely affect the public health, safety, welfare or comfort.*

A. Height Variance. Granting the variance will adversely affect the public safety and comfort by limiting visibility for pedestrians and motorists travelling down Mangum Road. A lower and more open fence would help lessen this effect.

B. Setback Variance. The main segment of fence is permitted at the existing location at the property line. As for the smaller segment of fence, granting the setback variance for this segment of fence will not adversely affect the public health, safety, welfare and comfort, if a shorter (four-feet high), and more open fence is installed.

2.6 *The fence for which an appeal is requested incorporates openness and visibility as much as is practicable, provided however, that it shall not be constructed of chain link unless this material is consistent with the surrounding neighborhood.*

The proposed fence, a 6-foot high solid, wood, stockade fence does not incorporate openness and visibility, as much as practical.

2.7 *The proposed construction, including setbacks, is characteristic of and consistent with the surrounding neighborhood. In neighborhoods where chain link is a characteristic material, alternate materials incorporating openness and visibility, may be permitted.*

A. Height Variance. The proposed 6-foot high stockade fence is not characteristic of the surrounding neighborhood. Most fences in the surrounding neighborhood are 3'-4' high chain link.

B. Setback Variance. Most of the fences in the surrounding neighborhood are located on the property line. The longer segment of the L-shaped fence is a replacement of an existing chain link fence located on the property line. The smaller segment does not meet the characteristic setback; however, it is necessary in order to close off the backyard activity area from the rest of the lot to effectively monitor children at play.

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 with the following conditions:

1. A 2-foot height variance from the Prince George's County Zoning Ordinance Section 27-420 (a) to permit the construction of a 6-foot high fence in the side yard of a corner lot be denied.
2. A 25-foot setback variance from City Code, Chapter 87, Section 23, Paragraph C to permit the construction of an L-shaped fence be approved.
3. A 1-foot height variance from City Code, Chapter 87, Section 23, Paragraph F to permit the construction of a 4-foot high fence be approved with the condition that the fence be reconstructed or modified using materials incorporating openness and visibility.

ADOPTED, by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the 11th day of March 2014.

THE 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

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County Fire/EMS

MEMORANDUM

TO: Mayor and Council
THROUGH: Joe Nagro, City Manager
FROM: Robert W. Ryan, Director of Public Services
DATE: February 28, 2014
RE: Fire Department Staffing and Planning



ISSUE

Councilmember Wojahn requested a work session with Fire Service leaders to discuss the impact of current station staffing, and future staffing and facilities plans. County and local Fire Service leadership has been invited to participate in the work session on 4 March 14.

SUMMARY

Recent reassignment of County Fire/EMS career staff from the Branchville VFC&RS station has resulted in that station being staffed solely by volunteers. The College Park VFD and Berwyn Heights VFD stations continue to have weekday career staffing. The County advanced life support (ALS) "medic" unit stationed at CPVFD is staffed 24/7. Berwyn Heights, Branchville, and College Park fire stations are the three stations with first due response assignments in most of the City. These are the volunteer stations which are provided annual City support grants. Council Members have heard reports regarding the impact of staff changes on response to calls for service from the community and increased demand on adjacent stations when BVFC & RS is not available. Council has also heard of various ideas for future station relocations or mergers.

County Fire/EMS Chief Bashoor, and Volunteer Chiefs Corrigan (CPVFD), Leizear (BVFC&RS), and McCoy (BHVFD) have been invited to participate in the Council work session on 4 March 14 . They will be able to provide accurate and current information to the Council regarding staffing, service demands, and future facility and staffing plans.

RECOMMENDATIONS

Staff recommends that Council use this opportunity to answer any questions, community concerns, etc. regarding fire and emergency medical services City-wide.

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Tree topping
around College
Park Airport

December 18, 2013

Dear Mayor & Council,

I am writing on behalf of the College Park Tree & Landscape Board out of concern for the way the forest surrounding the College Park Airport has been managed recently to maintain height requirements, and to suggest ways that we can improve communication and forest management practices in the future.

The Tree and Landscape Board was not consulted directly prior to this activity, but we received a copy of a letter from the College Park Airport Authority (attached - dated May 22, 2013) which outlined the intended tree work. The intended approach seemed reasonable and implied an agreement with the M-NCPPC. However, the approach actually taken and the follow-up communication has been very disappointing.

The land belongs to and is managed by M-NCPPC, however it is within the City of College Park boundary, and the health of this forest does impact our city. The bottomland forest around the Paint Branch creek acts as flood control for surrounding neighborhoods; a healthy forest also helps protect the creek from erosion, supports an ecosystem with plants and wildlife that leads to cleaner water in the creek, and provides recreation opportunities for residents. The topping that was performed appears to undermine these benefits.

In the letter from the Airport Authority, the concern for forest health and the corresponding plan to remove and replace some trees rather than top them again was clearly stated. This is why we were surprised when:

- all the trees were simply topped
- no replacement trees were planted
- Brenda Alexander, Public Works Deputy Director, contacted Mr. Jerry Langham at M-NCPPC, but was unable to obtain a clear plan for restoration

The Tree & Landscape Board feels the work was done economically but apparently without regard for the health of the forest and its value to the surrounding community. While M-NCPPC has stated they will check the area in January 2014, tree mortality and impacts to the forest will unfold over several years.

We realize that the letter from Mr. Robson does not represent a binding contract; however the severity of the topping was not consistent with our understanding of the letter. To avoid this in the future, we recommend the City engage the M-NCPPC in pursuit of the following outcomes:

- Perform monitoring of tree health for several years during the growing season.
- Replace trees throughout the monitoring period.
- Perform future trimming during the dormant season to minimize negative impacts.
- Coordinate future management plans with the Tree and Landscape Board, the Airport Authority, and the City Council to avoid miscommunication. Some follow-up discussion occurred with the Airport Authority after the action; again broader communication would have helped.

The Tree and Landscape Board welcomes the opportunity to discuss any questions you may have.

Thank you,

Mark Wimer
Chair, Tree & Landscape Board

CITY OF COLLEGE PARK, MARYLAND

4500 Knox Road, College Park, Maryland 20740-3390 - 240-487-3501 - Facsimile: 301-699-8029

OK'd by Council at
5/21/13 w/s



May 22, 2013

Office of the
Airport Authority

John Robson
Chair

Chris Dullnig
James Garvin
Gabriel Iriarte
Anna Sandberg

Lee Schiek, Manager
College Park Airport
Maryland-National Capital Park and Planning Commission
1909 Corporal Frank Scott Drive
College Park, MD 20740

Dear Mr. ^{See} Schiek,

During a presentation made to members of the Airport Authority on May 15, 2013, you discussed the Maryland Aviation Administration's (MAA) letter citing trees that had grown too high and were penetrating the safety zones established by the Federal Aviation Administration (FAA). You explained that in order for College Park Airport to remain licensed as an airport, the Maryland-National Capital Park and Planning Commission (M-NCPPC) has to eliminate the penetrations. You then discussed previous instances of similar violations that had happened, primarily being trees growing too tall, as opposed to new growth. You stated that in the past the violations were cleared by "topping" the trees.

It was further explained by the forester for the M-NCPPC that because many of the trees, primarily tall-growth types, had previously been topped more than once, further topping would result in the trees dying. Because of their probable death and resultant safety hazard to persons on the ground, the forester recommended that the trees be removed and replaced with low growth trees, and where possible, that they be replaced on a three-to-one basis. As some of the trees were in the "disc-golf" course, an absolute three-to-one ratio would not be possible, but would be the goal.

Since funding to implement the topping and replacement plan has been budgeted and M-NCPPC is ready to proceed, it is the opinion of the Airport Authority members briefed that the proposed plan is an excellent one in which the airport's needs are balanced with environmental concerns. We look forward to the implementation of this plan.

Very truly yours,

John W. Robson
Chair

cc: Mayor and Council











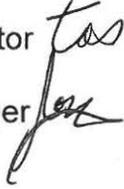


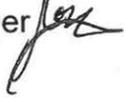
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Hollywood Road extended

MEMORANDUM

TO: Mayor and Council

FROM: Terry Schum, Planning Director 

THROUGH: Joseph L. Nagro, City Manager 

DATE: February 29, 2014

SUBJECT: Design of Hollywood Road Extended at Mazza GrandMarc Apartments

ISSUE

A request has been received by Starr Insurance Holdings, Inc., the owner of the Mazza GrandMark Apartments, to address Paragraph 25 of the Agreement with the City of College Park related to this property (see letter dated February 13, 2014, Attachment 1). This involves use of \$500,000 in escrow for the planning, design and construction of an extension of Hollywood Road on the west side of Route 1 to connect to the road in front of their property.

SUMMARY

The initial Agreement was entered into on November 18, 2004 at the time Mazza applied for a Preliminary Plan of Subdivision from M-NCPPC. It was subsequently amended on May 4, 2006 during the Detailed Site Plan (DSP) application process. It was further amended on April 1, 2009 by mutual agreement (see Attachment 2 for the full Agreement and amendments). Paragraph 25 is excerpted as follows:

25. MAZZA agrees to work with the City and adjacent property owners to develop and finance Hollywood Road extended on the west side of Route 1 to connect to newly relocated and constructed Autoville Drive on the Property. As evidence of its good faith, and not with the intent or effect of limiting the total amount of monies that it will eventually pay toward the construction of Hollywood Road extended, MAZZA agrees, prior to approval of the commercial detailed site plan (DSP-04049/01) for the Property but in no event later than August 1, 2010, to place the sum of \$500,000.00 with an escrow agent acceptable to the City for a period of at least ten years. The sum held in escrow shall be payable to the City for any aspect of the construction of Hollywood Road extended, including but not limited to any property acquisition, design, planning or construction costs, as directed by the City, which shall have direction and control of how payments are made. The ten year term for escrow of the funds set out herein may be extended by agreement

of the parties in the event that substantial progress has been made toward the design and/or construction of Hollywood Road extended. Any interest earned on the escrow fund shall be paid to MAZZA by the escrow agent annually.

A commercial DSP has not been approved for the property and according to Diane Yep, representative for the owner; \$500,000 has been placed in escrow for Hollywood Road extended. Ms. Yep approached staff to indicate that if the city was no longer interested in pursuing the design and construction of the road, her organization would like to be released from this requirement. Current access to the apartments is through a private road limited to right-in and right-out turns only from Route 1. This access road was considered "temporary" until access to the project could be provided through a new Hollywood Road extended at a traffic signal. Assuming the city is still interested in this road, Ms. Yep would retain an engineering firm to begin work on a road alignment study and preliminary design. The road would be two lanes according to city/county standards and would connect only with Autoville Drive in front of their property (not with Autoville Drive north of the property or to other properties beyond the site). After the study results are presented, the city would have the opportunity to decide whether or not to pursue further design and engineering, land acquisition and construction.

RECOMMENDATION

Ms. Yep will be present at the Council Worksession to discuss this matter. Staff recommends authorizing the alignment study and concept design and finalizing the scope of work.

ATTACHMENTS

1. Letter dated 2/13/14 from Diane Yep
2. Agreement and Amendments
3. Aerial view of property



t: (646) 227-6300

starrcompanies.com

February 13, 2014

Ms. Terry Schum, AICP
 Director
 Department of Planning, Community and Economic Development
 City of College Park
 4500 Knox Road
 College Park, MD 20740

Dear Ms. Schum,

This letter is a follow-up to our letter and subsequent conversation regarding: 1) Agreement between PPC/CHP Maryland Limited Partnership (Mazza) and the City of College Park dated November 18, 2004; 2) Amendment to Agreement dated May 4, 2006, and; 3) Second Amendment to Agreement dated April 1, 2009.

As discussed, we have been involved in the project as a limited partner since 2008, but have recently purchased the general partner's interest and have begun taking an active role in operations. Although we would still like to see the completion of the Hollywood Road extension to Autoville Drive since it would benefit access to our property, it is our understanding that this project is facing opposition from land- and home-owners citing potential for a significant increase in traffic along Autoville Drive. When we last spoke I expressed my concern about the viability and timeframe of the road extension, as well my group's desire to release a \$500,000 escrow requirement relating to the project if it is determined to be unlikely completed. As I understood the conclusion of our conversation, we were in agreement to move forward with an alignment study and concept design of the Hollywood Road extension, after which we would re-assess the viability of the project.

At this point, we are prepared to retain Vika Maryland LLC ("Vika"), a land planning group with engineers, planners, architects and surveyors, to prepare a proposal to conduct an alignment study and prepare a preliminary design for the Hollywood Road extension, which may costs upwards of \$30,000 depending on the materials that can be provided and the scope of work your team would require. Upon your execution of this letter and your review of Vika's proposal, the costs of this study would be deducted from the \$500,000 escrow requirement and, then we would determine the next steps.

I am available to discuss this proposal at your convenience and have plans to be in College Park on February 27, 2014. Please let me know if day would be convenient to meet. My phone number is (646) 227-6786 and email is diane.yep@starrcompanies.com

Sincerely,

Diane Yep
 Managing Director – Real Estate Investments

cc: Suellen M. Ferguson
Ferguson@cbknlaw.com

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made this 1st day of April 2009 by and between PPC/CHP MARYLAND LIMITED PARTNERSHIP, a Texas Limited Partnership (MAZZA), and the CITY OF COLLEGE PARK, MARYLAND (the "City") a municipal corporation of the State of Maryland.

WHEREAS, MAZZA has entered into a long term conditional lease of certain property located in College Park, Maryland (the "Property"); and

WHEREAS, Preliminary Plan of Subdivision No. 4-04104 ("Preliminary Plan") for the Property, has been approved by the Maryland-National Capital Park and Planning Commission ("M-NCPPC"); and

WHEREAS, Detailed Site Plan No. 04049 ("DSP") for the Property, has been approved by the Prince George's County Planning Board ("Planning Board") and the District Council for Prince George's County, Maryland; and

WHEREAS, the City and MAZZA have previously entered into an Agreement ("the Agreement") concerning the Property on November 18, 2004 and an Amendment to Agreement (the "Amendment") on May 4, 2006; and

WHEREAS, MAZZA has contracted to pay for and install a traffic light at Route 1 and Hollywood Road as set forth in Paragraph 4 of the Agreement, which commitment it has reaffirmed to the Mayor and Council of the City; and

WHEREAS, MAZZA is seeking to obtain the issuance of building permits for the Property which require modification to the Agreement and the Amendment, as more fully set forth herein.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Agreement dated November 18, 2004 between the City and MAZZA, as modified by the Amendment dated May 4, 2006, be and it is hereby amended follows:

1. The Recitals set forth above, as well as the foregoing "NOW, THEREFORE," clause, are incorporated herein as operative provisions of this Second Amendment.

2. Paragraph 10 of the Agreement, as amended by the Amendment, is hereby repealed in its entirety and shall be replaced with the following language:

10. Prior to the issuance of a building permit, MAZZA shall provide full financial assurances in the form of a bond with, and in an amount acceptable to, the State Highway Administration, for construction of a second westbound right turn lane along Greenbelt Road at its intersection with Route 1. Mazza shall construct the second westbound right turn lane along Greenbelt Road at its intersection with Route 1 on or before September 1, 2009, and shall provide the design for this road improvement to the City for review and comment prior to obtaining the building permit for the lane. If financial assurances for this improvement have already been provided by another developer, the applicant shall pay to the City of College Park an amount equivalent to the cost of the improvement to be used for the acquisition of right of way, design or construction of Hollywood Road. Any such funds used for the Hollywood Road extension shall be credited against and reduce Mazza's financial commitment set forth in Paragraph 25 below. Any monies paid toward the improvements on Greenbelt Road at its intersection with Route 1 do not reduce, and are not a credit against, Mazza's commitment set forth in Paragraph 25 below.

3. Paragraph 25 of the Agreement, as amended by the Amendment, is hereby repealed in its entirety and shall be replaced with the following language::

25. MAZZA agrees to work with the City and adjacent property owners to develop and finance Hollywood Road extended on the west side of Route 1 to connect to newly relocated and constructed Autoville Drive on the Property. As evidence of its good faith, and not with the intent or effect of limiting the total amount of monies that it will eventually pay toward the construction of Hollywood Road extended, MAZZA agrees, prior to approval of the commercial detailed site plan (DSP-04049/01) for the Property but in no event later than August 1, 2010, to place the sum of \$500,000.00 with an escrow agent acceptable to the City for a period of at least ten years. The sum held in escrow shall be payable to the City for any aspect of the construction of Hollywood Road extended, including but not limited to any property acquisition, design, planning or construction costs, as directed by the City, which shall have direction and control of how payments are made. The ten year term for escrow of the funds set out herein may be extended by agreement of the parties in the event that substantial progress has been made toward the design and/or construction of Hollywood Road extended. Any interest earned on the escrow fund shall be paid to MAZZA by the escrow agent annually.

4. All other provisions of the aforementioned Agreement and Amendment to Agreement remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

(remainder of page intentionally blank, signature page follows)

WITNESS/ATTEST:

PPC/CHP MARYLAND LIMITED

PARTNERSHIP, a Texas limited partnership

By: PCHP Maryland GP LLC, a Texas limited liability company, its Managing General Partner

By: Phoenix G.P. XVII, Inc., a Texas corporation, its Managing Member

Sally Rush

By: Jason P. Runnels
Jason P. Runnels,
Vice President

By: CHP Maryland GP, LLC, a Georgia limited liability company, its Managing Member

Carol B. Higdon

By: J. Russ Davis
J. Russ Davis, President

WITNESS/ATTEST:

CITY OF COLLEGE PARK, MARYLAND

Janeen S. Miller
Janeen S. Miller, City Clerk

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Suellen M. Ferguson
Suellen M. Ferguson, City Attorney

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is made this 4th day of May 2006 by and between PPC/COLLEGIATE HALL PROPERTIES MARYLAND LIMITED PARTNERSHIP (MAZZA), and the CITY OF COLLEGE PARK, MARYLAND (the "City") a municipal corporation of the State of Maryland.

WHEREAS, MAZZA has entered into a long term conditional lease of certain property located in College Park, Maryland (the "Property"); and

WHEREAS, Preliminary Plan of Subdivision No. 4-04104 ("Preliminary Plan") for the Property, has been approved by the Maryland-National Capital Park and Planning Commission ("M-NCPPC"); and

WHEREAS, MAZZA has asked the City to recommend approval of Detailed Site Plan No. 04049 ("DSP") for the Property to the Prince George's County Planning Board ("Planning Board") and the District Council for Prince George's County, Maryland; and

WHEREAS, the City and MAZZA have previously entered into an Agreement ("the Agreement") concerning the Property on November 18, 2004; and

WHEREAS, the City has agreed to make said recommendations concerning the DSP conditioned upon certain conditions, which are included in this Amendment to Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Agreement dated November 18, 2004 between the City and MAZZA be and it is hereby amended by amending paragraph 1 of the Agreement and by adding paragraphs 21 through 25, as follows:

1. The Recitals set forth above, as well as the foregoing "NOW, THEREFORE," clause, are incorporated herein as operative provisions of this Amendment.

2. Paragraph 1 of the Agreement is hereby repealed in its entirety and shall be replaced with the following language:

1. The final plat for the subject property shall show a 50- to 60-foot dedicated public right-of-way (new Autoville Drive) on the eastern edge from north to south through proposed Parcel 3 on the Preliminary Plan, re-designated as Parcel 4 on the DSP. The final alignment (including width and length) for new Autoville Drive shall be determined at the time of review of the Detailed Site Plan and shall be agreed to by the City of College Park. The alignment of Autoville Drive should provide for direct access from all of the proposed parcels to the new public street and ultimately to the intersection of Hollywood Road and US 1. The city shall not consent to vacate the existing Autoville Drive right-of-way until such time as the US 1 Corridor Sector Plan road requirement (P-200) in this vicinity for the Property encompassed by the DSP is satisfactorily addressed. The relocation and construction by MAZZA of the Autoville Drive North extension through the property as set out herein and on the Detailed Site Plan, and in compliance with Preliminary Plan 4-04104 Condition 11 requiring dedication of the right of way to the City of College Park upon demand, satisfies the requirements of Paragraph 1 of this Agreement, provided however, that MAZZA and its successors and assigns hereby agree to provide access upon demand onto the property for future connection to Hollywood Road extended and to take no action on the property to compromise or block the eventual connection of Autoville Drive and Hollywood Road extended.

3. Paragraphs 21 through 26 shall be added to the Agreement as follows:

21. In the event MAZZA, or its successors or assigns, determine to establish a condominium regime under which units may be individually sold, MAZZA, to the reasonable satisfaction of the City of College Park, will include provisions in the condominium document, not subject to amendment, ensuring unitary management of the common areas by a professional management company, not owned or operated by any unit owner, prescribing a model lease for units which may be individually leased, requiring notice to proposed tenants of City ordinances relating to tenant rights and obligations and requiring unitary maintenance and management services to monitor and enforce tenant compliance with lease obligations and the City noise, nuisance and parking ordinances.

22. Should the property be sold in the future to a non-profit entity, such as the University of Maryland, MAZZA agrees to help the City negotiate a payment-in-lieu-of-taxes.

23. Mazza will provide, at a minimum, a one-bedroom unit on the Property, free of rental payments, to a sworn law enforcement officer with jurisdiction in the City of College Park and in particular on the Property and adjacent areas, in exchange for services as a courtesy officer on site, provided that such qualifying law enforcement agencies permit such an arrangement.

24. MAZZA shall work through the University of Maryland to market the property to graduate students and provide a summary of said marketing efforts to the City.

25. MAZZA agrees to work with the City and adjacent property owners to develop and finance Hollywood Road extended on the west side of Route 1 to connect to newly relocated and constructed Autoville Drive on the Property. As evidence of its good faith, and not with the intent or effect of limiting the total amount of monies that it will

eventually pay toward the construction of Hollywood Road extended, MAZZA agrees to place the sum of \$500,000.00 with an escrow agent acceptable to the City for a period of at least ten years. The sum held in escrow shall be payable for any aspect of the construction of Hollywood Road extended, including but not limited to any property acquisition, design, planning or construction costs, as directed by the City, which shall have direction and control of how payments are made. The ten year term for escrow of the funds set out herein may be extended by agreement of the parties in the event that substantial progress has been made toward the design and/or construction of Hollywood Road extended. Any interest earned on the escrow fund shall be paid to MAZZA by the escrow agent annually.

26. MAZZA agrees to enter into a Declaration of Covenants with the City incorporating the provisions of paragraphs 5, 21 and 23 of the Agreement as amended, on or before the last date upon which parties of record may file an appeal to the District Council of any resolution rendered by the Planning Board concerning the DSP for this Property. The Declaration of Covenants shall be applicable to the leasehold interest held by MAZZA, its successors and assigns, on the Property, and against MAZZA's ownership interest if it should acquire the Property. MAZZA shall request that the current property owner join in and be a party to this Declaration of Covenants. In the event that MAZZA fails to enter into a Declaration of Covenants acceptable to the City as set out herein, the City retains the right to present this information to the District Council during future proceedings concerning this Property.

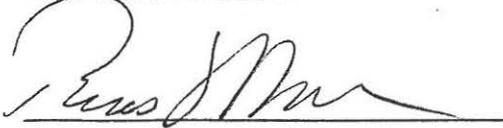
27. Paragraph 10 of the Agreement is hereby repealed in its entirety and shall be replaced with the following language:

10. Prior to the issuance of a building permit, the applicant shall provide a second westbound right turn lane along Greenbelt Road at its intersection with Route 1. If financial assurances for this improvement have already been provided by another developer, the applicant shall pay to the City of College Park an amount equivalent to the cost of the improvement to be used for the acquisition of right of way, design or construction of Hollywood Road. Any such funds used for the Hollywood Road extension shall be credited against and reduce Mazza's financial commitment set forth in Paragraph 25 below. Any monies paid toward the improvements on Greenbelt Road at its intersection with Route 1 do not reduce, and are not a credit against, Mazza's commitment set forth in Paragraph 25 below.

28. All other provisions of the aforementioned Agreement remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

WITNESS/ATTEST:



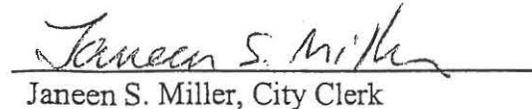
PPC/COLLEGIATE HALL PROPERTIES
MARYLAND LIMITED PARTNERSHIP

By:

Title:

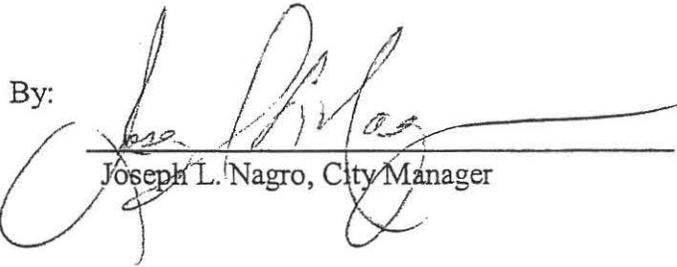
CITY OF COLLEGE PARK, MARYLAND

WITNESS/ATTEST:



Janeen S. Miller, City Clerk

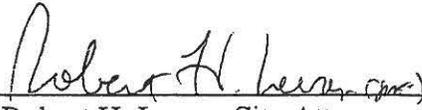
By:



Joseph L. Nagro, City Manager

APPROVED AS TO LEGAL SUFFICIENCY:

By:



Robert H. Levan, City Attorney

AGREEMENT

THIS AGREEMENT is made this 18th day of November, 2004 by and between PPC/CHP MARYLAND LIMITED PARTNERSHIP (MAZZA), and the CITY OF COLLEGE PARK, MARYLAND (the "City") a municipal corporation of the State of Maryland.

WHEREAS, MAZZA has entered into a long term conditional lease of certain property located in College Park, Maryland which is more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Preliminary Plan of Subdivision No. 4-04104 ("Preliminary Plan"), is under consideration by the Maryland-National Capital Park and Planning Commission ("M-NCPPC"); and

WHEREAS, MAZZA has asked the City to recommend approval of Preliminary Plan No. 4-04104 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 recommendations conditioned upon certain conditions, which are included in this Agreement.

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

1. The final plat for the subject property shall show a 50- to 60-foot dedicated public right-of-way (new Autoville Drive) on the eastern edge from north to south through proposed Parcel 3. The final alignment (including width and length) for new Autoville Drive shall be determined at the time of review of the Detailed Site Plan and shall be agreed to by the City of College Park. The alignment of Autoville Drive

should provide for direct access from all of the proposed parcels to the new public street and ultimately to the intersection of Hollywood Road and US 1. The city shall not consent to vacate the existing Autoville Drive right-of-way until such time as the US 1 Corridor Sector Plan road requirement (P-200) in this vicinity is satisfactorily addressed.

2. Access to Parcels 1 and 2 from Route 1 is denied. Applicant shall establish an access easement between Parcel 1 and Parcel 2.
3. Access to Route 1 from Parcel 3 shall be limited to right-in/right-out movements only. The applicant shall have the design and location of any proposed access to US 1 approved by the State Highway Administration prior to approval of the Detailed Site Plan for the subject property.
4. Commercial development on Parcels 1 and 2 shall not be permitted until a traffic signal has been paid for by the applicant and installed at Route 1 and Hollywood Road. Prior to the issuance of any building permit, the applicant shall have full financial assurances, have been permitted for construction, and have an agreed-upon timetable for construction with the State Highway Administration for the traffic signal.
5. The applicant shall provide a private shuttle to and from the University of Maryland that operates between the hours of 7:00 a.m. and 10:30 p.m., Monday through Friday. Specifications and assurances for this service shall be provided to the city prior to issuance of any building permit, and information regarding the shuttle service shall be included in marketing material for the project. In lieu of a private shuttle, prior to obtaining a building permit, the applicant shall execute a written agreement with the

University of Maryland for an on-site UM Shuttle stop with 30-minute headways. In addition, the applicant shall agree to participate in a study along with the city and others regarding transit and shuttle service options for the Route 1 corridor and shall pay a pro-rata share of the cost of the study not to exceed \$10,000. In addition, the applicant shall survey its residents concerning commuting patterns and habits and share this information with the City of College Park.

6. In consultation with the city, the applicant will make a good faith effort to execute a memorandum of understanding with the University of Maryland that prohibits University of Maryland students residing in the project from obtaining on-campus parking permits.
7. The applicant shall provide a public access easement for the portion of the proposed on-site trail that will remain on private property after dedication or donation of land to the Maryland-National Capital Park and Planning Commission.
8. At the time of Detailed Site Plan, the applicant shall include the following:
 - a. Consideration of the orientation of buildings and parking to the proposed new right-of-way.
 - b. A pedestrian and bicycle connection from Route 1 to the proposed on-site trail preferably at the location of an extended Hollywood Road on the west side of Route 1.
 - c. Provision of recreational facilities for small children.
 - d. Provision of parking for 100 bicycles in the parking garage.
9. Prior to the issuance of a building permit, the applicant shall finalize and obtain approval for a plan for on-site stream restoration.

10. Prior to the issuance of a building permit, the applicant shall provide a second westbound right turn lane along Greenbelt Road at its intersection with Route 1. If financial assurances for this improvement have already been provided by another developer, the applicant shall pay to the City of College Park an amount equivalent to the cost of the improvement to be used for Route 1 improvements in the vicinity of the site.
11. It is recognized that a detailed site plan has not yet been issued for this project, and that various additional conditions may become necessary or be mandated by the various agencies with jurisdiction. This agreement may be amended by the parties with reference to such additional conditions. 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.
12. 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 MAZZA pursuant to the provisions of this Agreement. In the event the City is required to enforce this Agreement and MAZZA is determined to have violated any provision of this Agreement, MAZZA will reimburse the City for all reasonable costs of the proceeding including reasonable attorneys' fees. Should MAZZA prevail in any action brought by the City to enforce a

provision of this Agreement, the City shall reimburse MAZZA for all reasonable costs of the proceeding including reasonable attorneys' fees.

13. It is recognized that this Agreement is made prior to the approval of the preliminary plan of subdivision and the detailed site plan for the project. This Agreement shall be amended to include any conditions adopted by the Prince George's County Planning Board in the approval of either plan, as designated by the City.

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

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

16. All notices given hereunder shall be in writing and shall be deemed to have been given when hand delivered upon delivery, in the event of mailing, three (3) days after deposit with the United States Postal Service, as registered or certified mail, return receipt requested, postage prepaid, in the event of delivery by overnight service, one day after depositing with such service, and if by facsimile, on the date indicated on a confirmation sheet indicating successful transmission, addressed:

- (i) If to MAZZA:
Russ Davis
Collegiate Hall Properties
1 Augusta St. Suite 302
Greenville, So. Carolina
29601
- (ii) If to the City: Thomas H. Itallor Esq.
4640 Forbes Blvd
Lanham, Md 20706

City Manager
City of College Park
4500 Knox Road
College Park, Maryland 20740
with copy to:

Robert H. Levan, Esquire
Levan, Colaresi, Ferguson & Levan, P.A.
6325 Woodside Court
Suite 230
Columbia, Maryland 21046

17. 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.

18. 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.

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

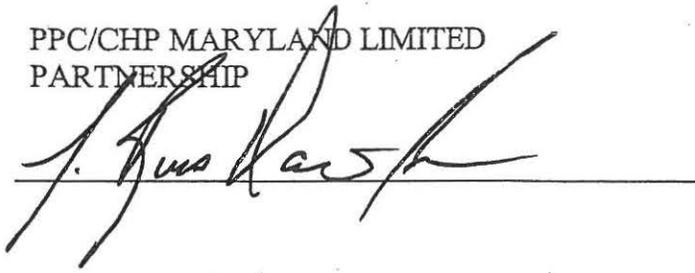
20. These obligations are subject to and contingent upon final approval of the aforesaid Preliminary Plan and DSP. In the event that MAZZA conveys any rights to the Property, MAZZA agrees that the Property shall be conveyed subject to the provisions of this Agreement and that the Agreement contained herein shall be effective immediately as to MAZZA and shall be binding on its heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

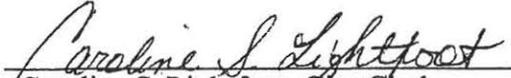
WITNESS/ATTEST:



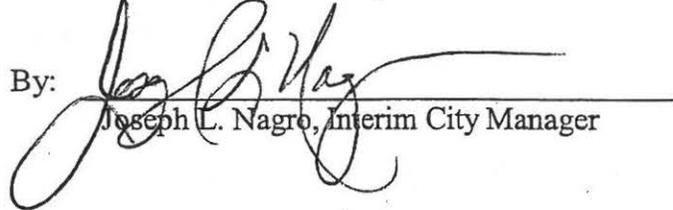
PPC/CHP MARYLAND LIMITED
PARTNERSHIP



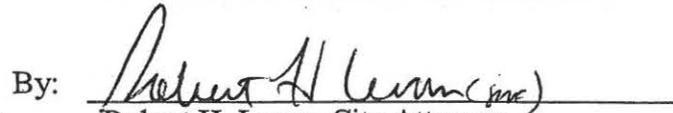
WITNESS/ATTEST:


Caroline S. Lightfoot, City Clerk

CITY OF COLLEGE PARK, MARYLAND

By: 
Joseph L. Nagro, Interim City Manager

APPROVED AS TO LEGAL SUFFICIENCY:

By: 
Robert H. Levan, City Attorney



5

Monument

Realty

(See separate
confidential envelope
for back up)

6

Tracking City snow plows



MEMORANDUM

TO: Mayor and Council

FROM: Robert T. Stumpff, Director of Public Works

THRU: Joseph L. Nagro, City Manager 

DATE: February 25, 2014

SUBJECT: The Cost of implementing a real-time tracking system on City Snow Plows

Councilman Patrick Wojahn requested cost information for equipping City snow trucks with the Automated Vehicle Locator (AVL) currently being used by Prince George's County. This system would allow anyone who was interested to track snow plow trucks in real time.

The software would show colored lines on a map of the City's roadways to indicate if (1) a plow truck is driving on that street, (2) if the plow is down and plowing, (3) if the salt spreader is operating and spreading salt, or (4) if the truck is both plowing and salting.

The eRoadTrack System that Prince George's County uses was developed by Enterprise Solutions, Columbia, Maryland. I contacted them and they met with me and did a video presentation. They developed the first real time web-based snowplow Tracking System (eRoadTrack) for Howard County in 1990. They now provide AVL services for District of Columbia government and Prince George's County DPW&T. EnterInfo provides fleet and pavement management services to over 50 DOT/DPW agencies in the nation.

EnterInfo hosts this system on their computer system. They provide the website for public access and the City can add the link to the City's website. If we decide to move forward and contract for the system, we are obligating ourselves to a two-year contract for the five winter months (Nov., Dec., Jan., Feb., Mar.) per year and a minimum of ten (10) trucks on the system.

If we decide to move forward with this system, I propose that we outfit twelve (12) trucks (all six (6) medium duty dump trucks and six (6) pickup trucks). We utilize all six (6) dump trucks and four (4) pickup trucks to carry out our snow plan. We have

two (2) additional pick-up trucks with plows and salt spreaders than can be used to supplement and/or replace a truck that breaks down and needs to be serviced.

The initial cost to install the eRoadTrack Systems is \$12,920.00 for twelve (12) trucks to include: in-vehicle units, plow/salt sensors, installation in vehicle, system/route/database set-up, WEB training, hosting and cellular service. The recurring cost per year is \$5,340.00, which includes the DPW internal access and the public AVL website for five months. Therefore, the first year cost would be \$18,260.00.

This is a council decision, but because FY 2015 budget will be a flat budget, I cannot recommend adding this system in FY 2015 because I do not have anywhere to cut \$18,260.00 to pay for this new system. This system may be nice but it is really a “feel good” system for a City our size and for some residents. It will not make the plowing any more efficient or quicker, it strictly shows someone where the snowplows are located. We have only 51 miles of streets, not hundreds and upward as does the County. We seem to have more equipment per municipality road miles than other municipalities locally.

I think it makes more sense to spend this \$18,000.00 on a liquid pre-treatment program as does Maryland State Highway Administration, Montgomery County, Prince George’s County, Maryland MTA for the Intercounty Connector, Dulles Expressway and Montgomery County Public Schools. In checking with Prince George’s County and SHA, I learned that Consolidated Commercial Services, LLC, Silver Spring, Maryland works with all of the above listed agencies. The City can buy an 1,800 gallon liquid tank for our hook-lift truck (347) for just under \$19,000. During the snow season, we could purchase the salt brine for \$1.00/gallon or the EcoBrine (85% salt brine/15% Geomelt 55) for \$1.50/gallon from CCS at their Beltsville, Maryland plant. This pre-treatment of the road surfaces will make DPW more efficient and possibly quicker in the snow removal process.

eRoadTrack Service Tracking AVL Cost Estimate

Quote No.: 20140131.001

Date: 1/31/2014

Prepared By: ACS

Client Name: Mr. Bob Stumpff
 Organization: City of College Park
 Address: 9217 51th Avenue
 College Park, MD 20740
 Phone: (240) 487-3590
 eMail: rstunpff@collegetparkmd.gov

eRoadTrack System

Item	Products and Services	Unit	Count	Unit Price	Sub Total
1	eRoadNav U3 In-Vehicle Unit	Unit	12	\$380.00	\$4,560.00
1.1	Antenna/Cable Set	Unit	12	\$10.00	\$120.00
1.2	Plow/Salt Sensors	Unit	12	\$120.00	\$1,440.00
2	Installation U3 (Optional)	Unit	12	\$150.00	\$1,800.00
2.1	Vehicle Installation Training (Optional)	Session	0	\$600.00	\$0.00
3	Year 2-4 Hardware Maintenance (per year)	Unit	0	\$60.00	\$0.00
5	System/Route/Database Setup	Session	1	\$2,000.00	\$2,000.00
6	System WEB Training (Included)	Session	0	\$600.00	\$0.00
7	Hosting and Cellular 3G AT&T (5 month x 12 trucks)	Months	60	\$50.00	\$3,000.00
8	Off-season Hosting with reduced frequency	Months	0	\$30.00	\$0.00

A \$12,920.00

Recurring Cost Per Year

Public Works Internal Access (5 months x 12)	Months	60	\$ 50.00	\$3,000.00
Public AVL Website	Months	5	\$ 300.00	\$1,500.00
Communication (off season, 7 months x 12)	Months	84	\$ 10.00	\$840.00
				B \$5,340.00

Note:

2012

CONSOLIDATED COMMERCIAL SERVICES, LLC

Salt Brine Informational Flyer

This document was created to provide information about salt brine and Geomelt® Blends and their uses as anti-icing agents on roadways and parking areas.

Jeremy Duffie
Consolidated Commercial Services, LLC

10/24/2012





Salt Brine

What is Salt Brine?

Salt Brine is a clear water and sodium Chloride solution used for snow and ice control. It is composed of tap water and rock salt mixed to typical concentrations of 23% to 26% salt.

- Eutectic Point=23.3% concentration by weight
- Contains: 2.288 lbs of sodium chloride
- Contains .91 gallons of water
- Weighs: 9.82 lbs/gallon
- Sg of: 1.179
- Freeze Point: -6 deg. F

Why is Salt Brine Used?

Salt brine can be used effectively either as an anti-icing or de-icing product to keep winter roads free of snow and ice. Almost all snow and ice fighting products, including salt and salt brine, are used for their snow/ice pavement-breaking capability, not because they have the ability to melt all of the ice on the pavement.

- **Less Expense:** Salt brine uses less salt per application than tradition salt.
- The amount of salt required to break 1/4" of ice from one lane mile of road with a freezing point of 20 degrees F. Is approximately 8,234 pounds.
- It requires approximately 60 gallons of salt brine to break the similar one lane mile of road of ice bound to the pavement. At a 23% concentration mixture, this product offers multiple savings over the use of salt alone.
- More salt brine stays where you need it (on the pavement-not in the ditches)
- The bounce and scatter effect suffered when spreading rock salt on the pavement is eliminated. Bounce and scatter loss can vary with conditions and speed of application, but studies have shown the loss to be as high as 30% of the total volume of salt applied.
- The Salt Institute has stated that applying brine to the pavement before snow or ice has bonded can be 10 times more effective than placing salt crystals on top of snow and ice after it has bonded to the pavement.
- Pre-treating is the act of applying salt brine directly to the pavement surface anytime pavement temperatures are predicted to drop below freezing, even when there is no snow or ice in the weather forecast.
- **Benefits of pre-treating with Salt Brine includes:**
- Pre-treating pavement with salt brine is normally applied one to three lanes at a time while traveling at normal traffic speeds. Jet nozzles are directed toward the pavement where the brine is applied to the road. The nozzles are usually 8-12" apart and create "Salt Lines" in the roadway. These "Salt Lines" will leave a strip of fine salt bonded to the pavement and will stay intact for several days under normal traffic conditions. When snow and ice begins, the moisture activates the brine strips preventing the snow or ice from bonding to the pavement.

- **Total Application** of salt brine during pre-treatment is normally at the rate of 50-60 gallons of brine per lane mile or 70-80 gallons per square acre of parking lot.
- Pre-treating with salt brine is labor efficient since the process can be performed during normal working hours, versus overtime hours required once the storm materializes.
- Once a snow or ice bond forms, a dangerous situation occurs for the traveling public and an expensive and time consuming task is created to break the bond between the icepack and the roadways, or parking lots.
- **1 ton of salt will produce 790 gallons of brine and cover 13.16 lane miles of roadway at 60 gallons per lane mile. 790 gallons will also cover 8 acres of paved parking area applied at 80 gallons per acre.**

What are the drawbacks of using dry granular salt?

Granular salt must be dissolved into brine before deicing can begin. Making brine of salt can occur prior to application to the surface, or naturally after surface application through the interaction of the salt crystals with moisture.

- If the roadway or parking lot is dry, granular salt will not bond to the pavement and traffic will quickly crush the salt causing the powder to be blown to the side of the roadway or parking areas. This "Dust Off" effect is why dry salt is not an effective method for pre-treatment of roadways and parking areas.
- Tests done by the Salt Institute have proven that efficient placement of dry salt can only occur at very low speeds. Excessive scattering of material begins at speeds from 15mph and up. Tests have shown that on dry pavement at speeds above 30mph a truck equipped with a conventional spinner will only place 20-40% of the salt in the desired drive lane. Placement is greatly improved if the pre-wet.
- For dry granular salt to be effective, it must be applied on snow covered or wet pavement. On snow covered pavement, initial melting must come from the top down. Salt gradation also has an effect on results achieved. Salt granules that are too fine either blow away from "Dust Off" or are so small that they will completely dissolve and dilute before reaching the paved surface; leaving liquid covered snow or a slick spot in the roadway or parking area. The large salt granules are able to make it through the ice to the paved surface where the snow/ice pavement bond can be broken. The penetration and dissolving process is slow and is greatly affected by the air and ground temperatures.

Geomelt Blends®

What is Geomelt®?

What are Geomelt Blends?

- **Geomelt®** is an eco-friendly, sugar beet based natural organic accelerator for nearly any anti-icing or de-icing product.
- **Geomelt Blends®** are derived from renewable resources providing an attractive alternative where environmental concerns are important.
- **Geomelt-S** fluid is a natural product – Geomelt® blended with salt brine—and is a less corrosive fluid featuring ice control performance superior to traditional salt brine.

Benefits of Using Geomelt-S Blends® over regular salt brine:

- **Geomelt®** salt brine blend works at temperatures where salt brine alone is no longer effective. Geomelt® blends have a freezing point of -12degrees to -30 degrees F, which is 25 degrees F lower than salt brine alone.

- **Geomelt-S Blend®** is a natural anti-corrosion agent. Test results from an independent lab approved by the Pacific Northwest snow fighters have shown Geomelt® Blends anti-icing/deicing fluid to be three times less corrosive than salt brine alone.

Conclusions:

- Applying brine to the pavement before snow and ice has bonded can be **10 times more effective** than placing salt crystals on top of snow and ice after the precipitation has bonded to the pavement. Additionally, pre-treating reduces overtime and greatly reduces the total cost of treatment, as once the snow and ice has bonded to the pavement, it is more expensive and time consuming to remove mechanically.
- Additional savings are realized by the ability to provide a treatment at the earliest stages of a winter event, when most drivers are likely to overestimate the driving conditions. By having the roadways pre-treated frequency of traffic accidents have been reduced.
- Application rates are generally at 50 gallons per lane mile. Costs can be calculated at .0911 cents per gallon of brine, or approximately **\$4.55 per lane mile** for the pre-treatment for the material. In comparison, when salt granules are used to break the bond of the ice and snow from the pavement; the amount of dry salt required to convert ¼" of ice on **one lane mile** of road to liquid with a freezing point of 20 degrees F would be 8,234 lbs of dry salt (4.1) tons. **This would cost \$296.42.**
- So to pre-treat a roadway with liquid salt brine costs \$4.55/ lane mile and it costs \$296.42/lane mile with dry rock salt granules to achieve the same dilution point. The material cost savings are drastic..

Prices:

Salt Brine: \$1.00/ gallon

EcoBrine15: 85% salt brine/ 15% Geomelt55®: \$1.50/gallon

- We can make any quantity and blend of Brine at our shop located in Beltsville, MD and ship to your depots.
- We also have a fleet of **9 salt brine application trucks** to assist you in pre-treating your roadways and parking areas. All trucks are gps controlled and are able to spray 1,2or 3 lane roads in one pass while maintaining the desired application rates.
- **The trucks are as follows:**
 - 1-7,000 gallon sprayer/ transporter
 - 1-4,000 gallon sprayer/ transporter
 - 3-3,500 gallon sprayers
 - 2-2,000 gallon sprayers
 - 2-1,000 gallon sprayers

7

Senior Advisory Committee

8

Request to the
County for a
TIF

MEMORANDUM

TO: Mayor and Council

FROM: Terry Schum, Planning Director *ts*

THROUGH: Joseph L. Nagro, City Manager

DATE: February 28, 2014

SUBJECT: Letter to Prince George's County Requesting a County Tax Increment Financing District on Route 1

ISSUE

As part of the city's effort to pursue financing for the undergrounding of utilities on Route 1, the attached letter has been drafted to County Executive Rushern Baker requesting that the county work with the city to establish a tax increment financing district on all or part of the Route 1 corridor.

RECOMMENDATION

Approval of attached letter for the Mayor's signature.

DRAFT

March 4, 2014

The Honorable Rushern L. Baker III
Office of County Executive
14741 Governor Oden Bowie Drive
Upper Marlboro, MD 20772-3070

Re: Request for Establishment of a Route 1 Corridor Tax Increment Financing (TIF)
District

Dear Honorable Executive Baker,

The City of College Park has been advocating for revitalization of the US Route 1 corridor for decades. Significant progress is being made in redeveloping obsolete properties and improving infrastructure, however, the kind of transformational change envisioned requires a true public/private partnership. The College Park City Council is requesting Prince George's County to join the City in the establishment of a Route 1 TIF District in order to support the public improvements needed to facilitate and complement private development.

One of these public improvements is the undergrounding of utilities in conjunction with the State Highway Administration (SHA) project to reconstruct the roadway to enhance safety, traffic flow and aesthetics and to accommodate pedestrians and bicycles within a complete street. This project is currently in the design phase and since the SHA will only pay to relocate aerial utilities to another above-ground location, the City and others have been working to find a cost-sharing solution so that the utilities may be placed underground. A recently completed feasibility study prepared for SHA and funded by the City and the University of Maryland estimates the City share of the cost of undergrounding between Paint Branch Parkway and Greenbelt Road to be \$14 million dollars. The SHA has informed the City that a design decision needs to be made as soon as possible so as not to jeopardize the project schedule.

The City is financially unable to commit more than 50% of any future incremental tax revenue to the project and this amount is not sufficient to cover the annual debt service for the project. If the County could pledge even a much lower percentage of its projected tax increment from current and proposed new development on Route 1, this project would likely be feasible. Attached for your information, is a list of Route 1 projects with their estimated completion date, current and projected assessment, and annual City and County tax increment.

The City is continuing to explore all local and state funding mechanisms including options for a special assessment or taxing district. We appreciate that your staff, in particular, Tom Himler, has been in discussions with Councilman Olson on this matter. We would like to further these discussions in the hope of finding a workable solution.

TIF districts in revitalization areas have been used successfully across the country and both a Route 1 TIF district, and the undergrounding of utilities are implementation actions recommended in the 2010 Approved Central US 1 Corridor Sector Plan and SMA.

We call upon you to join us in working together to take advantage of an opportunity to change the face of the Route 1 corridor and make it the economic development engine that it can be.

Sincerely,

Andrew M. Fellows
Mayor

cc: County Councilmember Eric Olson
State Senator James Rosapepe
Thomas Himler
David Iannucci

Proposed New Development & Projected Value

Development Name	Completion Date	Current Assessment	Projected Assessment	Annual City Tax Increment	Annual County Tax Increment
Best Western Plus	2013	\$1,100,000	\$5,000,000	\$12,000	\$35,000
Maryland Book Exchange	2015	\$6,300,000	\$85,000,000	\$260,000	\$735,000
Courtyard Marriott	2016	\$2,700,000	\$20,000,000	\$58,000	\$161,000
Knox Village	2016	\$26,500,000	\$150,000,000	\$414,000	\$1,150,000
SUBTOTAL	-	-	-	\$744,000	\$2,081,000
Metropolitan	2016	\$3,700,000	\$50,000,000	\$154,000	\$433,000
Monument Village	2016	\$3,100,000	\$55,000,000	\$172,000	\$484,000
TownePlace Suites	2016	\$1,100,000	\$6,000,000	\$16,000	\$45,000
4700 Berwyn House – Keane	2017	\$5,100,000	\$35,000,000	\$100,000	\$280,000
University Hotel	2018	\$0	\$50,000,000	\$166,000	\$467,000
The Enclave – Phase II	2022	\$32,000,000	\$50,000,000	\$58,000	\$163,000
JBG Rosenfeld – Applebees/FedEx	2022	\$3,600,000	\$35,000,000	\$105,000	\$293,000
City Hall w/ Rt. 1 Properties	2024	\$2,500,000	\$30,000,000	\$88,000	\$256,000
Northgate – vacant site	2025	\$1,300,000	\$20,000,000	\$62,000	\$175,000
Renfrew Props. – West of Rt. 1	2025	\$4,000,000	\$20,000,000	\$53,000	\$175,000
University View Village	2025	\$7,500,000	\$50,000,000	\$140,000	\$395,000
Quality Inn/Plato’s	2028	\$7,000,000	\$75,000,000	\$228,000	\$636,000
TOTAL	-	\$107,500,000	\$736,000,000	\$2,096,000	\$5,883,000

9

Mayor's
Challenge for
Water
Conservation

Janeen S Miller

From: Michael Jurinek [michael.jurinek@wylandfoundation.org]
Sent: Friday, February 21, 2014 2:18 PM
To: Andrew Fellows
Cc: cpmc
Subject: 3rd Annual National Mayor's Challenge for Water Conservation

Dear Mayor Fellows,

Thank you for taking the time to review this email. The 3rd Annual Mayor's Challenge for Water Conservation hopes to gain your city's online signature of support. It is essential that our citizens preserve this necessary and essential resource.

Below is information about this nationwide community challenge which had participation from over 1,000 cities in all 50 states last year. You may also visit www.wylandfoundation.org/mayors to learn more about this easy to use, no-cost, non-profit challenge in which citizens and local government have the opportunity to work together to reach a common goal. We look forward to you Andrew, and the city of College Park, Maryland participating this year.

Best Regards,

Michael Jurinek
Wyland Foundation
6 Mason, Ste. B, Irvine, CA 92618
(949) 643-7070

WYLAND FOUNDATION.

NATIONAL MAYOR'S CHALLENGE FOR WATER CONSERVATION APRIL 1-30, 2014



[Forward to a Friend](#)

Take the challenge!

If you haven't already, sign the letter of support now and we'll send you additional information and ideas for making the challenge a success in your city.

Take the National Mayor's Challenge for Water Conservation on behalf of your city. Simply take one minute to sign the letter of support to renew your commitment to sustainability - and take advantage of the rewards the program offers to your residents.

Why? Because no one else in your community can inspire residents to manage resources wisely better than leaders like you. That's why on behalf of the Toyota, National League of Cities, US EPA, and the US Forest Service, the Wyland Foundation invites you to take part in the 3rd Annual National Mayor's Challenge for Water Conservation, April 1-30, 2014. This non-profit community service campaign gives mayors and civic leaders a powerful free tool to inspire residents to conserve water and energy on behalf of their city through a series of informative, easy-to-use pledges, education and rewards.

Last year, citizens from over 1,000 cities in all 50 states made online pledges at www.mywaterpledge.com to save water, use less energy and reduce pollution at home and in their community with potential cost savings of more than \$30.6 million. In addition,



"I PLEDGE...As a leader committed to efficient use of natural resources, I support the mission of the Mayor's Challenge for Water Conservation, a non-profit national community service program, and in so doing renew my commitment to sustainability for my city and for future generations."

First Name

Last Name

Title

Address

City

State

Zip

Email

Phone

Statement of Support

[CLICK HERE](#)
TO SIGN THE LETTER OF SUPPORT

challenge participants pledged to reduce their use of single-use plastic water bottles by more than 5.4 million bottles and eliminate 69.9 million pounds of hazardous waste from entering watersheds. By altering daily lifestyle choices, pledges also resulted in potentially 18.3 million fewer pounds in landfills and 2.2 million fewer pounds of fertilizer in the waste stream. Potential savings of 67.8 million gallons of oil and 2.7 billion pounds of carbon dioxide rounded out the final pledge results.

As a special thank you, the challenge awarded more than \$50,000 in prizes, including a Toyota Prius c Hybrid, Lowe's gift cards, and water-saving fixtures to 1,200 U.S. residents. Participating mayors from Atlanta, San Francisco, Houston, Honolulu, Denver, Tuscon, Charleston, and many other prominent leaders implemented the program at no cost to their cities, with little or no additional demands on city resources or staff.

With promotional ads throughout April in USA Today and other prominent publications - along with large scale social media and web campaigns - we'll be encouraging residents to participate at www.mywaterpledge.com. We hope you will too.

[CLICK HERE TO SIGN-UP ON BEHALF OF YOUR CITY](#)

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NATIONAL PRESENTING PARTNER:

TOYOTA

IN ASSOCIATION WITH:



10

Legislation

LEGISLATIVE INFORMATIONAL REPORT

TO: Mayor and City Council
FROM: Bill Gardiner, Assistant City Manager *BG*
THROUGH: Joseph Nagro, City Manager *JN*
DATE: February 28, 2014
SUBJECT: State Legislation Update

HB1046 City of College Park Employees - Participation in the Employees' Pension System

Sponsored by the Prince George's County Delegation

Jill Clements and Bill Gardiner attended the Hearing on February 25th in the Appropriations Committee, and there were no questions or concerns from the Committee members. We expect a favorable vote.

HB1057 Prince George's County - University of Maryland, College Park Bus Service - Motor Carrier Permit Exemption - Removal of Sunset

Sponsored by the Prince George's County Delegation

Second Reading Passed Economic Matters

HB0025 Local Government - Municipal Elections - No-Excuse Absentee Voting

Third Reading Passed (127-0) Ways and Means

SB0600

(HB0742) Regional Institution Strategic Enterprise Zone Program

Hearing 3/05 at 1:00 p.m. Budget and Taxation

Comment:

In current form, SB 600 would allow a university, with the approval of the Secretary of the Department of Business and Economic Development (DBED), to designate an area eligible for significant local tax credits without the approval of the local government (municipal or county). The real property tax credits would equal 80% of the taxes on the added value (due to new development) for five years, and then from 70% to 40% over the following five years. The credit would be on the municipal and county real property tax.

Mayor Fellows is scheduled to testify regarding this legislation on March 5th. Bill Gardiner has been in contact with staff from the County, MML, and MACo regarding the legislation as drafted, and they share the City's concerns regarding the provisions allowing local taxes to be reduced without local consent, the absence of local participation in the application, and the absence of State reimbursement. Senator Rosapepe has held additional meetings with stakeholders, including the City, the County, and the University of Maryland, to receive feedback on his proposed amendments.

SB 600 is attached, as well as the initial draft amendments proposed by Senator Rosapepe. **The final version of Senator Rosapepe's amendments may be available prior to the Council Work Session.** The intent is to:

- Require or encourage some level of a joint application or joint approval of parts of an application with the university and local governments
- Create a provision so that each zone could customize the incentives it wishes to offer and to request the State provide certain incentives

Council has approved correspondence on the bill as introduced, and that correspondence has been provided to the committee members. Council may wish to approve testimony at the hearings by the Mayor, a Council member, or staff if required, on the proposed amendments by Senator Rosapepe.

SENATE BILL 600

C8, F2, Q2

4r0862
CF 4r2756

By: **Senators Pugh, Astle, Benson, Brinkley, Colburn, Currie, DeGrange, Edwards, Feldman, Ferguson, Forehand, Frosh, Getty, Gladden, Glassman, Jones-Rodwell, Kasemeyer, King, Kittleman, Klausmeier, Madaleno, Manno, Mathias, McFadden, Miller, Peters, Ramirez, Raskin, Robey, Rosapepe, Stone, and Young**

Introduced and read first time: January 30, 2014

Assigned to: Budget and Taxation

A BILL ENTITLED

1 AN ACT concerning

2 **Regional Institution Strategic Enterprise Zone Program**

3 FOR the purpose of establishing the Regional Institution Strategic Enterprise Zone
4 Program to access institutional assets that have a strong and demonstrated
5 history of commitment to economic development and revitalization in the
6 communities in which they are located; authorizing certain public schools or
7 institutions of higher education that meet certain criteria to apply to the
8 Secretary of Business and Economic Development to be designated as a
9 qualified institution; authorizing a qualified institution to apply to the
10 Secretary to have a certain area of the State designated as a Regional
11 Institution Strategic Enterprise zone; requiring the Secretary to approve or
12 reject a zone application within a certain number of days on or after a certain
13 date after the application is submitted; requiring the Secretary to provide
14 certain notice a certain number of days before approving or rejecting an
15 application; requiring the Secretary to assign a zone a business development
16 concierge; requiring the business development concierge to assist entities
17 locating in a zone with certain activities; authorizing a business entity that
18 locates in a zone to receive certain tax incentives and financial assistance;
19 requiring the governing body of a county or municipal corporation to grant a
20 property tax credit on a certain assessment of qualified properties located in the
21 zone; providing for the amount of the credit; requiring the State Department of
22 Assessments and Taxation to allocate the amount of credit based on the use of
23 the property; providing for an enhanced credit for properties located in certain
24 enterprise zones or certain focus areas; providing that the credit may not be
25 claimed for more than a certain number of years; requiring the Secretary to
26 make certain certifications; requiring the State Department of Assessments and
27 Taxation to submit a certain list to the Secretary; allowing entities locating in

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 certain zones to alter the calculation of a certain Maryland income tax
2 modification for depreciation of certain property to provide an additional
3 allowance for the taxable year the property is placed in service; making entities
4 that locate in certain zones eligible to claim certain income tax credits for
5 entities that employ qualified individuals in enterprise zones or focus areas;
6 authorizing and requiring the Secretary to adopt certain regulations; defining
7 certain terms; and generally relating to the creation of the Regional Institution
8 Strategic Enterprise Zone Program.

9 BY repealing and reenacting, with amendments,
10 Article – Economic Development
11 Section 5–102(9) and (10)
12 Annotated Code of Maryland
13 (2008 Volume and 2013 Supplement)

14 BY adding to
15 Article – Economic Development
16 Section 5–102(10); and 5–1401 through 5–1406 to be under the new subtitle
17 “Subtitle 14. Regional Institution Strategic Enterprise Zone Program”
18 Annotated Code of Maryland
19 (2008 Volume and 2013 Supplement)

20 BY adding to
21 Article – Tax – Property
22 Section 9–103.1
23 Annotated Code of Maryland
24 (2012 Replacement Volume and 2013 Supplement)

25 BY adding to
26 Article – Tax – General
27 Section 10–210.1(c)
28 Annotated Code of Maryland
29 (2010 Replacement Volume and 2013 Supplement)

30 BY repealing and reenacting, without amendments,
31 Article – Tax – General
32 Section 10–310
33 Annotated Code of Maryland
34 (2010 Replacement Volume and 2013 Supplement)

35 BY repealing and reenacting, with amendments,
36 Article – Tax – General
37 Section 10–702
38 Annotated Code of Maryland
39 (2010 Replacement Volume and 2013 Supplement)

1 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
2 MARYLAND, That the Laws of Maryland read as follows:

3 **Article – Economic Development**

4 5–102.

5 The Department shall administer the State’s economic development and
6 financial assistance programs and funds including:

7 (9) jointly with the Department of Housing and Community
8 Development, the Community Development Block Grant for Economic Development;
9 [and]

10 **(10) THE REGIONAL INSTITUTION STRATEGIC ENTERPRISE ZONE**
11 **PROGRAM UNDER SUBTITLE 14 OF THIS TITLE; AND**

12 **[(10)] (11)** any other programs or funds designated by statute, the
13 Governor, or the Secretary.

14 **SUBTITLE 14. REGIONAL INSTITUTION STRATEGIC ENTERPRISE ZONE**
15 **PROGRAM.**

16 **5–1401.**

17 **(A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS**
18 **INDICATED.**

19 **(B) “AREA” MEANS A GEOGRAPHIC AREA IN ONE OR MORE POLITICAL**
20 **SUBDIVISIONS IN THE STATE DESCRIBED BY A CLOSED PERIMETER BOUNDARY.**

21 **(C) “NONPROFIT ORGANIZATION” MEANS AN ORGANIZATION THAT IS**
22 **EXEMPT OR ELIGIBLE FOR EXEMPTION FROM TAXATION UNDER § 501(C)(3) OF**
23 **THE INTERNAL REVENUE CODE.**

24 **(D) “PUBLIC SCHOOL” HAS THE MEANING STATED IN § 1–101 OF THE**
25 **EDUCATION ARTICLE.**

26 **(E) “QUALIFIED INSTITUTION” MEANS AN ENTITY THAT IS DESIGNATED**
27 **AS A QUALIFIED INSTITUTION UNDER § 5–1403 OF THIS SUBTITLE AND MAY**
28 **INCLUDE:**

29 **(1) A PUBLIC SCHOOL;**

1 (2) A NONPROFIT ORGANIZATION THAT IS AFFILIATED WITH NEW
2 CONSTRUCTION OR RENOVATION OF A PUBLIC SCHOOL;

3 (3) AN INSTITUTION OF HIGHER EDUCATION AS DEFINED UNDER §
4 10-101 OF THE EDUCATION ARTICLE; OR

5 (4) A NONPROFIT ORGANIZATION THAT IS AFFILIATED WITH A
6 FEDERAL AGENCY.

7 (F) "RISE ZONE" MEANS AN AREA THAT MEETS THE REQUIREMENTS OF
8 § 5-1404 OF THIS SUBTITLE AND IS DESIGNATED AS A RISE ZONE BY THE
9 SECRETARY UNDER § 5-1404 OF THIS SUBTITLE.

10 5-1402.

11 THE PURPOSE OF THE REGIONAL INSTITUTION STRATEGIC ENTERPRISE
12 ZONE PROGRAM IS TO ACCESS INSTITUTIONAL ASSETS THAT HAVE A STRONG
13 AND DEMONSTRATED HISTORY OF COMMITMENT TO ECONOMIC DEVELOPMENT
14 AND REVITALIZATION IN THE COMMUNITIES IN WHICH THEY ARE LOCATED.

15 5-1403.

16 (A) AN INSTITUTION MAY APPLY TO THE SECRETARY TO BE
17 DESIGNATED AS A QUALIFIED INSTITUTION.

18 (B) TO BE ELIGIBLE FOR DESIGNATION AS A QUALIFIED INSTITUTION,
19 THE APPLICANT SHALL:

20 (1) EVIDENCE AN INTENTION:

21 (I) TO MAKE A SIGNIFICANT FINANCIAL INVESTMENT OR
22 COMMITMENT IN AN AREA OF THE STATE THAT THE APPLICANT INTENDS TO
23 BECOME A RISE ZONE;

24 (II) TO USE THE RESOURCES AND EXPERTISE OF THE
25 APPLICANT TO SPUR ECONOMIC DEVELOPMENT AND COMMUNITY
26 REVITALIZATION IN AN AREA OF THE STATE THAT THE APPLICANT INTENDS TO
27 BECOME A RISE ZONE; AND

28 (III) TO CREATE A SIGNIFICANT NUMBER OF NEW JOBS
29 WITHIN AN AREA OF THE STATE THAT THE APPLICANT INTENDS TO BECOME A
30 RISE ZONE;

1 (2) HAVE A DEMONSTRATED HISTORY OF COMMUNITY
2 INVOLVEMENT AND ECONOMIC DEVELOPMENT WITHIN THE COMMUNITIES THAT
3 THE APPLICANT SERVES; AND

4 (3) MEET THE MINIMUM FINANCIAL QUALIFICATIONS
5 ESTABLISHED BY THE SECRETARY.

6 (C) IF THE APPLICANT IS A NONPROFIT ORGANIZATION, THE
7 APPLICATION SHALL DEMONSTRATE AND ESTABLISH AN AFFILIATION WITH:

8 (1) A FEDERAL AGENCY; OR

9 (2) THE PROPOSED CONSTRUCTION OR RENOVATION OF A PUBLIC
10 SCHOOL.

11 (D) (1) IN ADDITION TO THE REQUIREMENTS UNDER SUBSECTION (B)
12 OF THIS SECTION, THE SECRETARY MAY ESTABLISH BY REGULATION ANY
13 OTHER REQUIREMENTS NECESSARY AND APPROPRIATE IN ORDER FOR AN
14 APPLICANT TO BE DESIGNATED AS A QUALIFIED INSTITUTION.

15 (2) THE SECRETARY SHALL ADOPT REGULATIONS THAT
16 ESTABLISH FACTORS FOR EVALUATING APPLICATIONS UNDER SUBSECTION (B)
17 OF THIS SECTION.

18 (E) IN THE FORM AND CONTENT ACCEPTABLE TO THE SECRETARY, AN
19 APPLICANT SHALL SUBMIT TO THE SECRETARY AN APPLICATION THAT
20 CONTAINS THE INFORMATION THAT THE SECRETARY CONSIDERS NECESSARY
21 TO EVALUATE THE REQUEST FOR DESIGNATION AS A QUALIFIED INSTITUTION.

22 5-1404.

23 (A) ON OR AFTER JULY 1, 2015, A QUALIFIED INSTITUTION MAY APPLY
24 TO THE SECRETARY TO DESIGNATE AN AREA AS A RISE ZONE.

25 (B) THE APPLICATION SHALL:

26 (1) BE IN THE FORM AND CONTAIN THE INFORMATION THAT THE
27 SECRETARY REQUIRES BY REGULATION;

28 (2) STATE THE BOUNDARIES OF THE AREA OF THE PROPOSED
29 RISE ZONE; AND

1 (3) CONTAIN A PLAN THAT IDENTIFIES THE TARGET STRATEGY
2 FOR THE RISE ZONE.

3 (C) THE SECRETARY MAY ESTABLISH, BY REGULATION, ANY OTHER
4 REQUIREMENTS NECESSARY AND APPROPRIATE FOR AN AREA TO BE
5 DESIGNATED AS A RISE ZONE.

6 (D) (1) WITHIN 90 DAYS AFTER SUBMISSION OF AN APPLICATION
7 UNDER THIS SECTION, THE SECRETARY SHALL APPROVE OR REJECT AN
8 APPLICATION FOR DESIGNATION OF A RISE ZONE.

9 (2) AT LEAST 60 DAYS BEFORE APPROVAL OR REJECTION OF AN
10 APPLICATION UNDER THIS SECTION, THE SECRETARY SHALL NOTIFY:

11 (I) THE LEGISLATIVE POLICY COMMITTEE; AND

12 (II) THE GOVERNING BODY OF THE COUNTY OR MUNICIPAL
13 CORPORATION IN WHICH THE PROPOSED RISE ZONE IS LOCATED.

14 (3) THE LEGISLATIVE POLICY COMMITTEE OR THE GOVERNING
15 BODY OF THE COUNTY OR MUNICIPAL CORPORATION IN WHICH THE RISE ZONE
16 IS LOCATED MAY PROVIDE ADVICE TO THE SECRETARY REGARDING THE
17 APPROVAL OR REJECTION OF THE RISE ZONE.

18 5-1405.

19 (A) THE SECRETARY SHALL ASSIGN TO A RISE ZONE A BUSINESS
20 DEVELOPMENT CONCIERGE WHO IS AN EMPLOYEE OF THE DEPARTMENT.

21 (B) A BUSINESS DEVELOPMENT CONCIERGE SHALL ASSIST ENTITIES
22 LOCATING IN THE RISE ZONE WITH:

23 (1) STATE, COUNTY, OR MUNICIPAL CORPORATION PERMIT AND
24 LICENSE APPLICATIONS;

25 (2) ACCESSING EXISTING PROGRAMS AT THE DEPARTMENT, THE
26 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, OR THE
27 DEPARTMENT OF TRANSPORTATION; AND

28 (3) ANY OTHER ACTIVITIES THE SECRETARY AUTHORIZES THAT
29 RELATE TO THE DEVELOPMENT OF THE RISE ZONE.

30 5-1406.

1 (A) (1) TO THE EXTENT PROVIDED FOR IN THIS SECTION, A BUSINESS
2 ENTITY THAT LOCATES IN A RISE ZONE IS ENTITLED TO:

3 (I) THE PROPERTY TAX CREDIT UNDER § 9-103.1 OF THE
4 TAX - PROPERTY ARTICLE;

5 (II) THE INCOME TAX CREDIT UNDER § 10-702 OF THE TAX -
6 GENERAL ARTICLE;

7 (III) THE INCOME TAX MODIFICATION UNDER § 10-210.1(C)
8 OF THE TAX - GENERAL ARTICLE; AND

9 (IV) CONSIDERATION FOR FINANCIAL ASSISTANCE FROM
10 PROGRAMS IN SUBTITLE 1 OF THIS TITLE.

11 (2) FOR PURPOSES OF THE INCOME TAX CREDIT AUTHORIZED
12 UNDER PARAGRAPH (1)(II) OF THIS SUBSECTION, THE BUSINESS ENTITY IS
13 TREATED AS BEING LOCATED IN AN ENTERPRISE ZONE.

14 (B) A BUSINESS ENTITY THAT MOVES INTO OR LOCATES IN A RISE
15 ZONE ON OR AFTER THE DATE THAT THE ZONE IS DESIGNATED UNDER THIS
16 SUBTITLE MAY QUALIFY FOR THE INCENTIVES UNDER THIS SECTION.

17 (C) (1) UNLESS A BUSINESS ENTITY MAKES A SIGNIFICANT CAPITAL
18 INVESTMENT OR EXPANSION OF ITS LABOR FORCE AFTER A RISE ZONE IS
19 DESIGNATED, THE INCENTIVES UNDER THIS SECTION ARE NOT AVAILABLE TO A
20 BUSINESS ENTITY THAT WAS IN A RISE ZONE BEFORE THE DATE THAT THE
21 ZONE IS DESIGNATED.

22 (2) THE DEPARTMENT SHALL ADOPT REGULATIONS
23 ESTABLISHING FACTORS TO DETERMINE IF A BUSINESS ENTITY MAKES A
24 SIGNIFICANT CAPITAL INVESTMENT OR EXPANSION OF ITS LABOR FORCE
25 UNDER PARAGRAPH (1) OF THIS SUBSECTION.

26 Article - Tax - Property

27 9-103.1.

28 (A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE
29 MEANINGS INDICATED.

1 (2) "BASE YEAR" MEANS THE TAXABLE YEAR IMMEDIATELY
2 BEFORE THE TAXABLE YEAR IN WHICH A PROPERTY TAX CREDIT UNDER THIS
3 SECTION IS TO BE GRANTED.

4 (3) (I) "BASE YEAR VALUE" MEANS THE VALUE OF THE
5 PROPERTY USED TO DETERMINE THE ASSESSMENT ON WHICH THE PROPERTY
6 TAX ON REAL PROPERTY WAS IMPOSED FOR THE BASE YEAR.

7 (II) "BASE YEAR VALUE" DOES NOT INCLUDE ANY NEW REAL
8 PROPERTY THAT WAS FIRST ASSESSED IN THE BASE YEAR.

9 (4) (I) "BUSINESS ENTITY" MEANS A PERSON WHO OPERATES
10 OR CONDUCTS A TRADE OR BUSINESS.

11 (II) "BUSINESS ENTITY" INCLUDES A PERSON WHO OWNS,
12 OPERATES, DEVELOPS, CONSTRUCTS, OR REHABILITATES REAL PROPERTY IF
13 THE REAL PROPERTY:

14 1. IS INTENDED FOR USE PRIMARILY AS SINGLE OR
15 MULTIFAMILY RESIDENTIAL PROPERTY LOCATED IN A REGIONAL INSTITUTION
16 STRATEGIC ENTERPRISE ZONE THAT IS DESIGNATED UNDER TITLE 5,
17 SUBTITLE 14 OF THE ECONOMIC DEVELOPMENT ARTICLE; AND

18 2. IS PARTIALLY DEVOTED TO A NONRESIDENTIAL
19 USE.

20 (5) (I) "ELIGIBLE ASSESSMENT" MEANS THE DIFFERENCE
21 BETWEEN THE BASE YEAR VALUE AND THE ACTUAL VALUE AS DETERMINED BY
22 THE DEPARTMENT FOR THE APPLICABLE TAXABLE YEAR IN WHICH THE TAX
23 CREDIT UNDER THIS SECTION IS TO BE GRANTED.

24 (II) FOR A BUSINESS ENTITY THAT IS LOCATED ON LAND OR
25 WITHIN IMPROVEMENTS OWNED BY THE FEDERAL, STATE, COUNTY, OR
26 MUNICIPAL GOVERNMENT, "ELIGIBLE ASSESSMENT" MEANS THE DIFFERENCE
27 BETWEEN THE BASE YEAR VALUE AND THE ACTUAL VALUE REDUCED BY THE
28 VALUE OF ANY PROPERTY ENTITLED TO AN EXEMPTION UNDER TITLE 7 OF THIS
29 ARTICLE AS DETERMINED BY THE DEPARTMENT FOR THE APPLICABLE TAXABLE
30 YEAR IN WHICH THE TAX CREDIT UNDER THIS SECTION IS TO BE GRANTED.

31 (6) "QUALIFIED PROPERTY" MEANS REAL PROPERTY THAT IS:

32 (I) NOT USED FOR RESIDENTIAL PURPOSES;

1 (II) USED IN A TRADE OR BUSINESS BY A BUSINESS ENTITY;
2 AND

3 (III) LOCATED IN A REGIONAL INSTITUTION STRATEGIC
4 ENTERPRISE ZONE THAT IS DESIGNATED UNDER TITLE 5, SUBTITLE 14 OF THE
5 ECONOMIC DEVELOPMENT ARTICLE.

6 (B) THE GOVERNING BODY OF A COUNTY OR OF A MUNICIPAL
7 CORPORATION SHALL GRANT A TAX CREDIT UNDER THIS SECTION AGAINST THE
8 PROPERTY TAX IMPOSED ON THE ELIGIBLE ASSESSMENT OF QUALIFIED
9 PROPERTY.

10 (C) (1) THE APPROPRIATE GOVERNING BODY SHALL CALCULATE THE
11 AMOUNT OF THE TAX CREDIT UNDER THIS SECTION EQUAL TO A PERCENTAGE
12 OF THE AMOUNT OF PROPERTY TAX IMPOSED ON THE ELIGIBLE ASSESSMENT OF
13 THE QUALIFIED PROPERTY AS FOLLOWS:

14 (I) 80% IN EACH OF THE FIRST 5 TAXABLE YEARS
15 FOLLOWING THE CALENDAR YEAR IN WHICH THE PROPERTY INITIALLY
16 BECOMES A QUALIFIED PROPERTY;

17 (II) 70% IN THE SIXTH TAXABLE YEAR;

18 (III) 60% IN THE SEVENTH TAXABLE YEAR;

19 (IV) 50% IN THE EIGHTH TAXABLE YEAR;

20 (V) 40% IN THE NINTH TAXABLE YEAR; AND

21 (VI) 30% IN THE TENTH TAXABLE YEAR.

22 (2) THE DEPARTMENT SHALL ALLOCATE THE ELIGIBLE
23 ASSESSMENT TO THE NONRESIDENTIAL PART OF THE QUALIFIED PROPERTY AT
24 THE SAME PERCENTAGE AS THE SQUARE FOOTAGE OF THE NONRESIDENTIAL
25 PART IS TO THE TOTAL SQUARE FOOTAGE OF THE BUILDING.

26 (3) FOR PURPOSES OF CALCULATING THE AMOUNT OF THE
27 CREDIT ALLOWED UNDER THIS SECTION, THE AMOUNT OF PROPERTY TAX
28 IMPOSED ON THE ELIGIBLE ASSESSMENT SHALL BE CALCULATED WITHOUT
29 REDUCTION FOR ANY CREDITS ALLOWED UNDER THIS TITLE.

30 (4) (I) FOR QUALIFIED PROPERTY LOCATED IN AN
31 ENTERPRISE ZONE DESIGNATED UNDER TITLE 5, SUBTITLE 7 OF THE

1 ECONOMIC DEVELOPMENT ARTICLE, THE APPROPRIATE GOVERNING BODY
2 SHALL CALCULATE THE AMOUNT OF THE TAX CREDIT UNDER THIS SECTION
3 EQUAL TO 80% OF THE AMOUNT OF PROPERTY TAX IMPOSED ON THE ELIGIBLE
4 ASSESSMENT OF THE QUALIFIED PROPERTY FOR EACH OF THE 10 TAXABLE
5 YEARS FOLLOWING THE CALENDAR YEAR IN WHICH THE PROPERTY INITIALLY
6 BECOMES A QUALIFIED PROPERTY.

7 (II) FOR QUALIFIED PROPERTY LOCATED IN A FOCUS AREA
8 DESIGNATED UNDER § 5-706 OF THE ECONOMIC DEVELOPMENT ARTICLE, THE
9 APPROPRIATE GOVERNING BODY SHALL CALCULATE THE AMOUNT OF THE TAX
10 CREDIT UNDER THIS SECTION EQUAL TO 100% OF THE AMOUNT OF PROPERTY
11 TAX IMPOSED ON THE ELIGIBLE ASSESSMENT OF THE QUALIFIED PROPERTY
12 FOR EACH OF THE 10 TAXABLE YEARS FOLLOWING THE CALENDAR YEAR IN
13 WHICH THE PROPERTY INITIALLY BECOMES A QUALIFIED PROPERTY.

14 (D) (1) A TAX CREDIT UNDER THIS SECTION IS AVAILABLE TO A
15 QUALIFIED PROPERTY FOR NO MORE THAN 10 CONSECUTIVE YEARS BEGINNING
16 WITH THE TAXABLE YEAR FOLLOWING THE CALENDAR YEAR IN WHICH THE
17 REAL PROPERTY INITIALLY BECOMES A QUALIFIED PROPERTY.

18 (2) IF THE DESIGNATION OF A REGIONAL INSTITUTION
19 STRATEGIC ENTERPRISE ZONE EXPIRES, THE TAX CREDIT UNDER THIS SECTION
20 CONTINUES TO BE AVAILABLE TO A QUALIFIED PROPERTY.

21 (3) STATE PROPERTY TAX IMPOSED ON REAL PROPERTY IS NOT
22 AFFECTED BY THIS SECTION.

23 (E) WHEN A REGIONAL INSTITUTION STRATEGIC ENTERPRISE ZONE IS
24 DESIGNATED BY THE SECRETARY OF BUSINESS AND ECONOMIC
25 DEVELOPMENT, THE SECRETARY SHALL CERTIFY TO THE STATE DEPARTMENT
26 OF ASSESSMENTS AND TAXATION:

27 (1) THE REAL PROPERTIES IN THE ZONE THAT ARE QUALIFIED
28 PROPERTIES FOR EACH TAXABLE YEAR FOR WHICH THE PROPERTY TAX CREDIT
29 UNDER THIS SECTION IS TO BE GRANTED; AND

30 (2) THE DATE THAT THE REAL PROPERTIES BECAME QUALIFIED
31 PROPERTIES.

32 (F) BEFORE PROPERTY TAX BILLS ARE SENT, THE STATE DEPARTMENT
33 OF ASSESSMENTS AND TAXATION SHALL SUBMIT TO THE SECRETARY OF
34 BUSINESS AND ECONOMIC DEVELOPMENT A LIST CONTAINING:

1 (ii) "Business entity" does not include a person owning,
2 operating, developing, constructing, or rehabilitating property intended for use
3 primarily as single or multifamily residential property located within the enterprise
4 zone.

5 (3) (I) "Enterprise zone" has the meaning stated in § 5-701 of the
6 Economic Development Article.

7 (II) "ENTERPRISE ZONE" INCLUDES A REGIONAL
8 INSTITUTION STRATEGIC ENTERPRISE ZONE ESTABLISHED UNDER TITLE 5,
9 SUBTITLE 14 OF THE ECONOMIC DEVELOPMENT ARTICLE.

10 (4) "Qualified employee" means an individual who:

11 (i) is a new employee or an employee rehired after being laid off
12 for more than one year by a business entity;

13 (ii) is employed by a business entity at least 35 hours each week
14 for at least 6 months before or during the taxable year for which the entity claims a
15 credit;

16 (iii) spends at least 50% of the hours under item (ii) of this
17 paragraph, either in the enterprise zone or on activities of the business entity
18 resulting directly from its location in the enterprise zone;

19 (iv) earns at least 150% of the federal minimum wage; and

20 (v) is hired by the business entity after the later of:

21 1. the date on which the enterprise zone is designated;

22 or

23 2. the date on which the business entity locates in the
24 enterprise zone.

25 (5) "Economically disadvantaged individual" means an individual who
26 is certified by provisions that the Department of Labor, Licensing, and Regulation
27 adopts as an individual who, before becoming employed by a business entity in an
28 enterprise zone:

29 (i) was both unemployed for at least 30 consecutive days and
30 qualified to participate in training activities for the economically disadvantaged under
31 Title II, Part B of the federal Workforce Investment Act or its successor; or

32 (ii) in the absence of an applicable federal act, met the criteria
33 for an economically disadvantaged individual that the Secretary of Labor, Licensing,
34 and Regulation sets.

1 (6) “Focus area” has the meaning stated in § 5–701 of the Economic
2 Development Article.

3 (7) “Focus area employee” means an individual who:

4 (i) is a new employee or an employee rehired after being laid off
5 for more than 1 year by a business entity;

6 (ii) is employed by a business entity at least 35 hours each week
7 for at least 12 months before or during the taxable year for which the entity claims a
8 credit;

9 (iii) spends at least 50 percent of the hours under item (ii) of this
10 paragraph either in the focus area or on activities of the business entity resulting
11 directly from its location in the focus area;

12 (iv) is hired by the business entity after the later of:

13 1. the date on which the focus area is designated; or

14 2. the date on which the business entity located in the
15 focus area; and

16 (v) earns at least 150 percent of the federal minimum wage.

17 (b) (1) Any business entity that is located in an enterprise zone and
18 satisfies the requirements of § 5–707 of the Economic Development Article may claim
19 a credit only against the State income tax for the wages specified in subsections (c)
20 and (d) of this section that are paid in the taxable year for which the entity claims the
21 credit.

22 (2) A business entity that is located in a focus area and satisfies the
23 requirements of § 5–707 of the Economic Development Article may claim a credit only
24 against the State income tax for the wages specified in subsection (e) of this section
25 that are paid to a focus area employee in the taxable year for which the entity claims
26 the credit.

27 (3) An organization that is exempt from taxation under § 501(c)(3) or
28 (4) of the Internal Revenue Code may apply the credit under this section as a credit
29 against income tax due on unrelated business taxable income as provided under §§
30 10–304 and 10–812 of this title.

31 (c) If a business entity does not claim an enhanced tax credit under
32 subsection (e) of this section for a focus area employee, for the taxable year in which a
33 business entity satisfies the requirements of § 5–707 **OR § 5–1406** of the Economic
34 Development Article, a credit is allowed that equals:

1 (1) up to \$3,000 of the wages paid to each qualified employee who:

2 (i) is an economically disadvantaged individual; and

3 (ii) is not hired to replace an individual whom the business
4 entity employed in that or any of the 3 preceding taxable years; and

5 (2) up to \$1,000 of the wages paid to each qualified employee who:

6 (i) is not an economically disadvantaged individual; and

7 (ii) is not hired to replace an individual whom the business
8 entity employed in that or any of the 3 preceding taxable years.

9 (d) (1) If a business entity does not claim an enhanced tax credit under
10 subsection (e) of this section for a focus area employee, for each taxable year after the
11 taxable year described in subsection (c) of this section, while the area is designated an
12 enterprise zone, a credit is allowed that equals:

13 (i) up to \$3,000 of the wages paid to each qualified employee
14 who:

15 1. is an economically disadvantaged individual;

16 2. became a qualified employee during the taxable year
17 to which the credit applies; and

18 3. is not hired to replace an individual whom the
19 business entity employed in that or any of the 3 preceding taxable years;

20 (ii) up to \$2,000 of the wages paid to each qualified employee
21 who is an economically disadvantaged individual, if the business entity received a
22 credit under subsection (c)(1) of this section for the qualified employee in the
23 immediately preceding taxable year; and

24 (iii) up to \$1,000 of the wages paid to each qualified employee
25 who is not hired to replace an individual whom the business entity employed in that or
26 any of the 3 preceding taxable years if the qualified employee:

27 1. is an economically disadvantaged individual for whom
28 the business entity received a credit under subsection (c)(1) of this section or item (i) of
29 this paragraph and a credit under item (ii) of this paragraph in the 2 immediately
30 preceding taxable years; or

31 2. is not an economically disadvantaged individual but
32 became a qualified employee during the taxable year to which the credit applies.

1 (2) A business entity that hires a qualified employee to replace
 2 another qualified employee for whom the business entity received a credit under
 3 subsection (c)(1) of this section and paragraph (1)(ii) of this subsection in the
 4 immediately preceding taxable year may treat the new qualified employee as the
 5 replacement for the other qualified employee to determine any credit that may be
 6 available to the business entity under paragraph (1)(ii) or (iii) of this subsection.

7 (e) (1) For the taxable year in which a business entity satisfies the
 8 requirements of §§ 5-706 and 5-707 OR § 5-1406 of the Economic Development
 9 Article, a credit is allowed that equals:

10 (i) up to \$4,500 of the wages paid to each focus area employee
 11 who:

- 12 1. is an economically disadvantaged individual; and
- 13 2. is not hired to replace an individual whom the
 14 business entity employed in that year or any of the 3 preceding taxable years; and

15 (ii) up to \$1,500 of the wages paid to each focus area employee
 16 who:

- 17 1. is not an economically disadvantaged individual; and
- 18 2. is not hired to replace an individual whom the
 19 business entity employed in that year or any of the 3 preceding taxable years.

20 (2) For each taxable year after the taxable year described in
 21 paragraph (1) of this subsection, while the area is designated a focus area, a credit is
 22 allowed that equals:

23 (i) up to \$4,500 of the wages paid to each focus area employee
 24 who:

- 25 1. is an economically disadvantaged individual;
- 26 2. became a focus area employee during the taxable year
 27 to which the credit applies; and
- 28 3. is not hired to replace an individual whom the
 29 business entity employed in that year or any of the 3 preceding taxable years;

30 (ii) up to \$3,000 of the wages paid to each focus area employee
 31 who is an economically disadvantaged individual, if the business entity received a
 32 credit under paragraph (1)(i) of this subsection for the focus area employee in the
 33 immediately preceding taxable year; and

1 (iii) up to \$1,500 of the wages paid to each focus area employee
 2 who is not hired to replace an individual whom the business entity employed in that
 3 year or any of the 3 preceding taxable years if the focus area employee:

4 1. is an economically disadvantaged individual for whom
 5 the business entity received a credit under item (ii) of this paragraph in the 2
 6 immediately preceding taxable years and under:

7 A. paragraph (1)(i) of this subsection; or

8 B. item (i) of this paragraph; or

9 2. is not an economically disadvantaged individual but
 10 became a focus area employee during the taxable year to which the credit applies.

11 (3) A business entity that hires a focus area employee to replace
 12 another focus area employee for whom the business entity received a credit under
 13 paragraph (1)(i) of this subsection and paragraph (2)(ii) of this subsection in the
 14 immediately preceding taxable year may treat the focus area employee as the
 15 replacement for the other focus area employee to determine any credit that may be
 16 available to the business entity under paragraph (2)(ii) or (iii) of this subsection.

17 (f) If the credit allowed under this section in any taxable year exceeds the
 18 State income tax for that taxable year, a business entity may apply the excess as a
 19 credit against the State income tax for succeeding taxable years until the earlier of:

20 (1) the full amount of the excess is used; or

21 (2) the expiration of the 5th taxable year from the date on which the
 22 business entity hired the qualified employee to whom the credit first applies.

23 (g) If a credit is claimed under this section, the claimant must make the
 24 addition required in § 10–205, § 10–206, or § 10–306 of this title.

25 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
 26 October 1, 2014.

BY: Senator Rosapepe

(To be offered in the Budget and Taxation Committee)

AMENDMENTS TO SENATE BILL 600

(First Reading File Bill)

AMENDMENT NO. 1

On page 1, in line 9, strike the first “to” and substitute “, a certain governing body, and other associated nonprofit organizations to jointly”; and in line 18, strike “tax incentives and financial assistance” and substitute “financial incentives”.

AMENDMENT NO. 2

On page 5, in line 23, after “INSTITUTION” insert “, THE GOVERNING BODY OF THE COUNTY OR MUNICIPAL CORPORATION IN WHICH THE PROPOSED RISE ZONE IS LOCATED, AND ANY OTHER ASSOCIATED NONPROFIT ORGANIZATIONS”; in the same line, after “MAY” insert “JOINTLY”; and in line 29, strike “AND”.

On page 6, in line 2, after “ZONE” insert “; AND”

(4) SPECIFY ANY FINANCIAL INCENTIVES THE APPLICANTS WILL PROVIDE TO BUSINESS ENTITIES THAT LOCATE IN THE RISE ZONE AND ANY FINANCIAL INCENTIVES THE APPLICANTS REQUEST THAT THE STATE PROVIDE TO BUSINESS ENTITIES THAT LOCATE IN THE RISE ZONE, INCLUDING:

(I) FINANCIAL INCENTIVES AVAILABLE TO A BUSINESS ENTITY BASED ON THE ENTITY’S LOCATION OR TYPE OF BUSINESS; AND

(II) THE LENGTH OF TIME THAT THE FINANCIAL INCENTIVE WILL BE AVAILABLE.

(Over)

(C) FINANCIAL INCENTIVES AVAILABLE UNDER SUBSECTION (B)(4) OF THIS SECTION MAY INCLUDE:

(I) THE PROPERTY TAX CREDIT UNDER § 9-103.1 OF THE TAX – PROPERTY ARTICLE;

(II) THE INCOME TAX CREDIT UNDER § 10-702 OF THE TAX – GENERAL ARTICLE;

(III) THE INCOME TAX MODIFICATION UNDER § 10-210.1(C) OF THE TAX – GENERAL ARTICLE; AND

(IV) CONSIDERATION FOR FINANCIAL ASSISTANCE FROM PROGRAMS IN SUBTITLE 1 OF THIS TITLE.

(D) FOR THE PURPOSES OF AN INCOME TAX CREDIT AUTHORIZED UNDER SUBSECTION (C)(4)(II) OF THIS SECTION, THE BUSINESS ENTITY IS TREATED AS BEING LOCATED IN AN ENTERPRISE ZONE.”;

in lines 3 and 6, strike “(C)” and “(D)”, respectively, and substitute “(E)” and “(F)”, respectively; in lines 10 and 11, strike “: (I)”; in line 11, strike “; AND” and substitute a period; strike in their entirety lines 12 and 13; strike beginning with “OR” in line 14 down through “LOCATED” in line 16; after line 17, insert:

“(4) IF THE SECRETARY APPROVES AN APPLICATION FOR DESIGNATION OF A RISE ZONE UNDER PARAGRAPH (1) OF THIS SUBSECTION, THE SECRETARY SHALL INCLUDE WITH THE APPROVAL A SPECIFIC LISTING OF WHAT FINANCIAL INCENTIVES THE STATE WILL PROVIDE TO BUSINESS ENTITIES LOCATED IN THE RISE ZONE.”;

and strike beginning with the comma in line 25 through “TRANSPORTATION” in line 27 and substitute “OR AT ANY OTHER UNIT OF STATE GOVERNMENT”.

On page 7, in line 1, strike “(1)”; in line 2, strike the colon and substitute “FINANCIAL INCENTIVES DESIGNATED BY THE APPLICANTS UNDER § 5-1404 OF THIS SUBTITLE.”; and strike in their entirety lines 3 through 13, inclusive.

On page 9, in line 5, after “ARTICLE” insert “FOR WHICH THE ZONE APPLICANTS DESIGNATED A PROPERTY TAX CREDIT UNDER THIS SECTION AS A FINANCIAL INCENTIVE AVAILABLE TO BUSINESS ENTITIES”.

On page 11, in line 11, after “ZONE” insert “FOR WHICH THE ZONE APPLICANTS DESIGNATED AN INCOME TAX MODIFICATION UNDER THIS SECTION AS A FINANCIAL INCENTIVE AVAILABLE TO BUSINESS ENTITIES”.

On page 12, in line 9, after “ARTICLE” insert “FOR WHICH THE ZONE APPLICANTS DESIGNATED AN INCOME TAX CREDIT UNDER THIS SECTION AS A FINANCIAL INCENTIVE AVAILABLE TO BUSINESS ENTITIES”.

11

Boards and Committees

**City of College Park
Board and Committee Appointments**

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

Advisory Planning Commission			
Appointee	Represents	Appointed by	Term Expires
Larry Bleau 7/9/02	District 1	Mayor	12/15
Rosemarie Green Colby 04/10/12	District 2	Mayor	04/15
Christopher Gill 09/24/13	District 1	Mayor	09/16
James E. McFadden 2/14/99	District 3	Mayor	04/16
Clay Gump 1/24/12	District 3	Mayor	01/15
VACANT (formerly Smolka)	District 4	Mayor	08/14
Mary Cook 8/10/10	District 4	Mayor	08/13
<p>City Code Chapter 15 Article IV: The APC shall be composed of 7 members appointed by the Mayor with the approval of Council, shall seek to give priority to the appointment of residents of the City and assure that there shall be representation from each of the City's four Council districts. Vacancies shall be filled by the Mayor with the approval of the Council for the unexpired portion of the term. Terms are three years. The Chairperson is elected by the majority of the Commission. Members are compensated. Liaison: Planning.</p>			

Airport Authority			
Appointee	Resides in	Appointed by	Term Expires
James Garvin 11/9/04	District 3	M&C	07/14
Jack Robson 5/11/04	District 3	M&C	02/14
Anna Sandberg 2/26/85	District 3	M&C	03/16
Gabriel Iriarte 1/10/06	District 3	M&C	04/16
Christopher Dullnig 6/12/07	District 2	M&C	01/17
VACANT		M&C	
VACANT		M&C	
<p>City Code Chapter 11 Article II: 7 members, must be residents and qualified voters of the City, appointed by Mayor and City Council, <i>term to be decided by appointing body</i>. Vacancies shall be filled by M&C for an unexpired portion of a term. Authority shall elect Chairperson from membership. Not a compensated committee. Liaison: City Clerk's Office.</p>			

Animal Welfare Committee			
Appointee	Resides in	Appointed by	Term Expires
Cindy Vernasco 9/11/07	District 2	M&C	02/17
Dave Turley 3/23/10	District 1	M&C	03/16
Christiane Williams 5/11/10	District 1	M&C	05/15
Patti Brothers 6/8/10	Non resident	M&C	02/17
Taimi Anderson 6/8/10	Non resident	M&C	06/13
Harriet McNamee 7/13/10	District 1	M&C	02/17
Suzie Bellamy 9/28/10	District 4	M&C	09/13
Harleigh Ealley 12/14/10	District 1	M&C	12/13
Christine Nagle 03/13/12	District 1	M&C	03/15
<p>10-R-20: Up to fifteen members appointed by the Mayor and Council for three-year terms. Not a compensated committee. Liaison: Public Services.</p>			

Board of Election Supervisors			
Appointee	Represents	Appointed by	Term Expires
John Robson (Chief) 5/24/94	Mayoral appt	M&C	03/15
Terry Wertz 2/11/97	District 1	M&C	03/15
Maxine Gross 3/25/03	District 2	M&C	03/15
Janet Evander 07/16/13	District 3	M&C	03/15
VACANT (formerly Smolka)	District 4	M&C	03/15

City Charter C4-3: The Mayor and Council shall, not later than the first regular meeting in March of each year in which there is a general election, appoint and fix the compensation for five qualified voters as Supervisors of Elections, one of whom shall be appointed from the qualified voters of each of the four election districts and one of whom shall be appointed by the Mayor with the consent of the Council. The Mayor and Council shall designate one of the five Supervisors of Elections as the Chief of Elections. This is a compensated committee; compensation is based on a fiscal year. Per Council action (item 11-G-66) effective in March, 2013: In an election year all of the Board receives compensation. In a non-election year only the Chief Election Supervisor will be compensated. Liaison: City Clerk's office.

Cable Television Commission			
Appointee	Resides in	Appointed by	Term Expires
Jane Hopkins 06/14/11	District 1	Mayor	06/14
Blaine Davis 5/24/94	District 1	Mayor	12/15
James Sauer 9/9/08	District 3	Mayor	09/14
Tricia Homer 3/12/13	District 1	Mayor	03/16
Clay Gump 3/12/02	District 3	Mayor	01/17

City Code Chapter 15 Article III: Composed of four Commissioners plus a voting Chairperson, appointed by the Mayor with the approval of the Council, three year terms. This is a compensated committee. Liaison: City Manager's Office.

College Park City-University Partnership			
Appointee	Represents	Appointed by	Term Expires
Robert T. Catlin	Class A Director	UMD President	01/13
	Class A Director	UMD President	01/13
Linda Clement	Class A Director	UMD President	01/11
Brian Darmody	Class A Director	UMD President	01/12
Andrew Fellows	Class B Director	M&C	01/17
Maxine Gross	Class B Director	M&C	01/15
Senator James Rosapepe	Class B Director	M&C	02/16
Stephen Brayman	Class B Director	M&C	01/17
Dr. Richard Wagner	Class C Director	City and University	01/13

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

Citizens Corps Council			
Appointee	Represents	Appointed by	Term Expires
VACANT		M&C	
VACANT		M&C	
VACANT	Neighborhood Watch	M&C	
Dan Blasberg 3/27/12		M&C	03/15
David L. Milligan (Chair) 12/11/07		M&C	02/17
Resolution 05-R-15. Membership shall be composed as follows: A Citizen Corps Coordinator for each neighborhood shall be nominated and appointed by the Mayor and Council and serve as a potential member of the CPCCC for the term of their respective office in the neighborhood group. Mayor and Council shall nominate and appoint 5 to 7 residents to serve as community coordinators and to serve on the CPCCC. At least one member of the CPCCC shall be the Neighborhood Watch Coordinator, and at least one member shall represent each of the other Citizen Corps programs such as CERT, Fire Corps, Volunteers In Police Service, etc. Each member of the CPCCC shall serve for a term of 3 years, and may be reappointed for an unlimited number of terms. The Mayor, with the approval of the City Council, shall appoint the Chair and Co-Chair of the CPCCC from among the members of the committee. The Director of Public Services shall serve as an ex officio member. Not a compensated committee. Liaison: Public Services.			

Committee For A Better Environment			
Appointee	Resides in	Appointed by	Term Expires
Janis Oppelt 8/8/06	District 1	M&C	09/15
Suchitra Balachandran 10/9/07	District 4	M&C	01/17
Donna Weene 9/8/09	District 1	M&C	12/15
Gemma Evans 1/25/11	District 1	M&C	01/17
Benjamin Mellman 1/10/12	District 1	M&C	01/15
Macrina Xavier 08/14/12	District 1	M&C	08/15
Kennis Termini 01/14/14	District 1	M&C	01/17
City Code Chapter 15 Article VIII: No more than 25 members, appointed by the Mayor and Council, three year terms, members shall elect the chair. Not a compensated committee. Liaison: Planning.			

Education Advisory Committee			
Appointee	Represents	Appointed by	Term Expires
Brian Bertges 06/18/13	District 1	M&C	06/15
Cory Sanders 09/24/13	District 1	M&C	09/15
Charlene Mahoney	District 2	M&C	12/14
VACANT	District 2	M&C	
VACANT	District 3	M&C	
Melissa Day 9/15/10	District 3	M&C	11/14
Carolyn Bernache 2/9/10	District 4	M&C	02/14
Doris Ellis 9/28/10	District 4	M&C	09/13
Peggy Wilson 6/8/10	UMCP	UMCP	02/14
Resolutions 97-R-17, 99-R-4 and 10-R-13: At least 9 members who shall be appointed by the Mayor and Council: at least two from each Council District and one nominated by the University of Maryland. Two year terms. The Committee shall appoint the Chair and Vice-Chair of the Committee from among the members of the Committee. Not a compensated committee. Liaison: Youth and Family Services.			

Ethics Commission			
Appointee	Represents	Appointed by	Term Expires
Edward Maginnis 09/13/11	District 1	Mayor	08/15
VACANT	District 2	Mayor	
Sean O'Donnell 4/13/10	District 3	Mayor	04/12
Gail Kushner 09/13/11	District 4	Mayor	01/16
Robert Thurston 9/13/05	At Large	Mayor	02/16
Alan C. Bradford 1/23/96	At-Large	Mayor	07/15
Frank Rose 05/08/12	At-Large	Mayor	05/14
City Code Chapter 38 Article II: Composed of seven members appointed by the Mayor and approved by the Council. Of the seven members, one shall be appointed from each of the City's four election districts and three from the City at large. 2 year terms. Commission members shall elect one member as Chair for a renewable one-year term. Commission members sign an Oath of Office. Not a compensated committee. Liaison: City Clerk's office.			

Farmers Market Committee			
Appointee	Represents	Appointed by	Term Expires
Margaret Kane 05/08/12	District 1	M&C	05/15
Robert Boone 07/10/12	District 1	M&C	07/15
Leo Shapiro 07/10/12	District 3	M&C	07/15
Julie Forker 07/10/12	District 3	M&C	07/15
Kimberly Schumann 09/11/12	District 1	M&C	09/15
VACANT			
VACANT		M&C	
VACANT	Student	M&C	
Established April 10, 2012 by 12-R-07. Up to 7 members. Quorum = 3. Three year terms. Not a compensated committee. Liaison: Planning Department. Agreement reached during July 3, 2012 Worksession to fill the seven positions as outlined above. Effective September 11, 2012 by 12-R-17: Membership increased to 8.			

Housing Authority of the City of College Park			
VACANT		Mayor	05/01/17
Betty Rodenhausen 04/09/13		Mayor	05/01/18
John Moore 9/10/96		Mayor	05/01/14
Thelma Lomax 7/10/90		Mayor	05/01/15
Carl Patterson 12/11/12	Attick Towers resident	Mayor	05/01/16
<p>The College Park Housing Authority was established in City Code Chapter 11 Article I, but it operates independently under Article 44A Title I of the Annotated Code of Maryland. The Housing Authority administers low income housing at Attick Towers. The Mayor appoints five commissioners to the Authority; each serves a five year term; appointments expire May 1. Mayor administers oath of office. One member is a resident of Attick Towers. The Authority selects a chairman from among its commissioners. The Housing Authority is funded through HUD and rent collection, administers their own budget, and has their own employees. The City supplements some of their services.</p>			

Neighborhood Stabilization Committee – as amended February 11, 2014			
Name:	Represents:	Appointed By:	Term Ends:
Mayor and City Council of the City of College Park			Term in office
Chief David Mitchell	UMD DPS (UMD Police)	University	02/16
Dr. Andrea Goodwin	UMD Administration – Rep 1	University	02/16
	UMD Administration – Rep 2	University	
	UMD Administration – Rep 3	University	
	UMD Administration – Rep 4	University	
Jackie Pearce Garrett	City Resident 1	City Council	10/15
Aaron Springer	City Resident 2	City Council	10/15
	City Resident 3	City Council	
	City Resident 4	City Council	
	City Resident 5	City Council	
	City Resident 6	City Council	
Catherine McGrath	UMD Student 1	Student Liaison	10/15
	UMD Student 2	SGA Representative	
	UMD Student 3	IFC	
	UMD Student 4	Pan Hellenic Assn.	
	UMD Student 5	Nat'l Pan-Hell. Council, Inc.	
	Graduate Student	GSG Representative	
	Student Co-Operative Housing	City Council	
	PG County Police Dept.	PG County Police	
Bob Ryan	Director of Public Services	City Council	10/15
	Manager of Code Enforcement	City Council	
Lisa Miller	Rental Property Owner	City Council	02/16
Richard Biffel	Rental Property Owner	City Council	02/16
	Rental Property Owner	City Council	

Established by Resolution 13-R-20 adopted September 24, 2013 to replace the Neighborhood Stabilization and Quality of Life Workgroup. Amended October 8, 2013 (13-R-20.Amended). Amended February 11, 2014 (14-R-03). City Liaison: Clerk's Office. Two year terms. Main Committee to meet four times per year. This is not a compensated committee.

Neighborhood Watch Steering Committee			
	Resident of:	Appointed By:	Term Expires:
Robert Boone 04/12/11	District 1	M&C	04/15
Aaron Springer 02/14/12	District 3	M&C	02/14
VACANT	District 4	M&C	

The Neighborhood Watch Steering Committee was created on April 12, 2011 by Resolution 11-R-06 as a three-person Steering Committee whose members shall be residents. Coordinators of individual NW programs in the City shall be ex-officio members. Terms are for two years. Annually, the members of the Steering Committee shall appoint a Chairperson to serve for a one-year term. Meetings shall be held on a quarterly basis. This Resolution dissolved the Neighborhood Watch Coordinators Committee that was established by 97-R-15. This is not a compensated committee. Liaison: Public Services.

Noise Control Board			
Appointee	Represents	Appointed by	Term Expires
Mark Shroder 11/23/10	District 1	Council, for District 1	11/14
Harry Pitt, Jr. 9/26/95	District 2	Council, for District 2	03/16
Alan Stillwell 6/10/97	District 3	Council, for District 3	09/16
Suzie Bellamy	District 4	Council, for District 4	12/16
Adele Ellis 04/24/12	Mayoral Appt	Mayor	04/16
Bobbie P. Solomon 3/14/95	Alternate	Council - At large	12/12
Larry Wenzel 3/9/99	Alternate	Council - At large	02/18

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

Recreation Board			
Appointee	Represents	Appointed by	Term Expires
Wade Price 12/14/05	District 1	M&C	02/15
Sarah Araghi 7/14/09	District 1	M&C	07/15
Alan C. Bradford 1/23/96	District 2*	M&C	02/17
VACANT	District 2	M&C	
Adele Ellis 9/13/88	District 3	M&C	02/17
VACANT	District 3	M&C	
Barbara Pianowski 3/23/10	District 4	M&C	03/13
Judith Oarr 05/14/13	District 4	M&C	05/16
Bettina McCloud 1/11/11	Mayoral	Mayor	02/17
Solonnie Privett	Mayoral	Mayor	04/16

City Code Chapter 15 Article II: 10 members: two from each Council district appointed by the Mayor and Council and two members nominated by the Mayor and confirmed by the Mayor and Council. The Chairperson will be chosen from among and by the district appointees. 3 year terms. Not a compensated committee. Liaison: Public Services.

*Although Mr. Bradford lives in what is now considered District 1, his residence was part of District 2 when he was appointed. The designation of his residence was changed to District 1 during the last redistricting. He is still considered an appointment from District 2.

** Effective April 2012: Jay Gilchrist, Director of UMD Campus Recreation Services, changed his status from Rec Board member (Mayoral Appointment) to UM liaison to the Rec Board, similar to the M-NCPPC representative.

Rent Stabilization Board			
Appointee	Represents	Appointed by	Term Expires
VACANT	Tenant	M&C	
VACANT	Tenant	M&C	
Richard Biffel 6/6/06	Landlord	M&C	09/13
Bradley Farrar 6/14/11	Landlord	M&C	06/14
Chris Kujawa 10/11/11	Resident	M&C	10/14

City Code Chapter 15 Article IX: Board shall have between 5 - 7 members appointed by M&C with priority given to the appointment of residents and to owners of real property located in the City. Three year terms. Vacancies shall be filled for unexpired portions of a term. At least two members should be tenants and two members should be landlords. Chairperson chosen by the Board from among the members. This is a compensated committee. Liaison: Public Services.

→06/18/2013: Ordinance was extended until September 1, 2014, and the administration and enforcement of the law was suspended until September 1, 2014. The RSB is on hiatus. There is no need to maintain a quorum at this time.

Sustainable Maryland Certified Green Team		
Appointee	Represents	Term Expires
Denise Mitchell 04/10/12	City Elected Official	04/14
Patrick Wojahn 04/10/12	City Elected Official	04/14
VACANT	City Staff	
Loree Talley 05/08/12	City Staff	05/14
VACANT	CBE Representative	
VACANT	A City School	
VACANT	UMD Student	
VACANT	UMD Faculty or Staff	
VACANT	City Business Community	
Ben Bassett - Proteus Bicycles 09/25/12	City Business Community	09/14
VACANT	Resident	
Christine Nagle 04/10/12	Resident	04/14
VACANT		
VACANT	Resident	

Established March 13, 2012 by Resolution 12-R-06. Up to 14 people with the following representation: 2 elected officials from the City of College Park, 2 City staff, 1 representative from the CBE, 1 representative of a City school, 1 student representative from the University of Maryland, 1 faculty or staff representative from the University of Maryland, 2 representatives of the City business community, up to 4 City residents. Two year terms. Not a compensated committee. A quorum shall be 6 people. The SMCMT shall select a Chair and a Co-Chair from among the membership on an annual basis. The SMCMT should meet at least bi-monthly. The liaison shall be the Planning Department.

Tree and Landscape Board			
Member	Represents	Appointed by	Term Expires
Dennis Herschbach 3/26/02	Citizen	M&C	07/13
John Krouse	Citizen	M&C	11/14
VACANT	Citizen	M&C	
Mark Wimer 7/12/05	Citizen	M&C	02/14
Amelia Murdoch 9/9/97	Citizen	M&C	11/11
	CBE Chair Liaison		
John Lea-Cox 1/13/98	City Forester	M&C	12/14
Steve Beavers	Planning Director		
Brenda Alexander	Public Works Director		

City Code Chapter 179-5: The Board shall have 9 voting members: 5 citizens appointed by M&C, plus the CBE Chair, the City Forester, the Planning Director and the Public Works Director. Two year terms. Members choose their own officers. Not a compensated committee. Liaison: City Clerk's office.

Veterans Memorial Improvement Committee			
Appointee	Represents	Appointed by	Term Expires
Deloris Cass 11/7/01		M&C	12/15
Joseph Ruth 11/7/01	VFW	M&C	12/15
Leonard Smith 11/25/08		M&C	03/15
Blaine Davis 10/28/03	American Legion	M&C	12/15
Rita Zito 11/7/01		M&C	02/15
Doris Davis 10/28/03		M&C	12/15
Mary Cook 3/23/10		M&C	03/13
Arthur Eaton		M&C	11/16
VACANT			
Resolution 01-G-57: Board comprised of 9 to 13 members including at least one member from American Legion College Park Post 217 and one member from Veterans of Foreign Wars Phillips-Kleiner Post 5627. Appointed by Mayor and Council. Three year terms. Chair shall be elected each year by the members of the Committee. Not a compensated committee. Liaison: Public Works.			

