



**TUESDAY, JANUARY 12, 2016**  
**CITY OF COLLEGE PARK**  
**COUNCIL CHAMBERS**

**7:15 P.M.**  
**PUBLIC HEARING ON ORDINANCE 15-O-07**  
**PROPOSED AMENDMENTS TO CHAPTER 11, CHAPTER 15, AND CHAPTER 179**  
**OF THE CITY CODE TO UPDATE PROVISIONS OF THE AIRPORT AUTHORITY, RECREATION**  
**BOARD, COMMITTEE FOR A BETTER ENVIRONMENT,**  
**AND TREE AND LANDSCAPE BOARD**

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

MEDITATION

PLEDGE OF ALLEGIANCE: Councilmember Kabir

ROLL CALL

MINUTES: December 7, 2015 Regular Meeting

ANNOUNCEMENTS

ACKNOWLEDGMENT OF DIGNITARIES

ACKNOWLEDGMENT OF NEWLY APPOINTED BOARD AND COMMITTEE MEMBERS

AWARDS

PROCLAMATIONS: **1) In Appreciation of B. W. Tom Davis**  
**2) 25th Annual Tribute To Dr. Martin Luther King, Jr.**

AMENDMENTS TO THE AGENDA

CITY MANAGER'S REPORT: Scott Somers

STUDENT LIAISON'S REPORT: Cole Holocker

COMMENTS FROM THE AUDIENCE ON NON-AGENDA ITEMS

**PRESENTATIONS**

Presentation of FY '16 Public School Education Grants  
to the following 4 of the City's 10 neighborhood school grant recipients:

- Berwyn Heights Elementary – Principal Karen Singer
- Buck Lodge Middle School – Principal Kenneth Nance
- Hyattsville Middle School – Principal Thornton Boone, Teachers Lori Colding, Else Dent
  - Hollywood Elementary – Principal April Lee

## CONSENT AGENDA

- |         |  |  |
|---------|--|--|
| 16-G-02 | Approval of the appointment of Councilmember Monroe Dennis as the Mayor Pro Tem  | Motion By:<br>To: Adopt<br>Second:<br>Aye: ___<br>Nay: ___<br>Other: _____ |
| 16-G-03 | Award of a contract to Playground Specialists, Inc., of Emmitsburg, Maryland, in the amount of \$44,949 to remove/replace the play structure at the Old Town playground, to be fully funded by a grant from Community Parks and Playgrounds. |  |
| 16-G-04 | Approval of a Memorandum of Understanding between the City of College Park and the University of Maryland to coordinate efforts to create a City/University Bikeshare System   |  |

## ACTION ITEMS

- |          |  |   |
|----------|--|---|
| 15-G-132 | Approval of City comments on DSP 13045 for Greenbelt Station South Core Phase III<br>(Tabled from November 24, 2015)   | Motion By: Nagle<br>To: Approve<br>Second:<br>Aye: ___ Nay: ___<br>Other: _____     |
| 16-G-05  | Authorization for the City Manager to spend the \$5,000 received from FY '16 discretionary grant funds from County Council Member Lehman for animal welfare purposes   | Motion By: Stullich<br>To:<br>Second:<br>Aye: ___ Nay: ___<br>Other: _____          |
| 16-G-06  | Approval of a facilitator for the 2016 Council retreat<br><br><b><i>(Possible closed session to discuss a negotiating strategy before a contract is awarded)</i></b>   | Motion By: Brennan<br>To: Adopt<br>Second:<br>Aye: ___<br>Nay: ___ Other: _____     |
| 15-O-07  | Adoption of Ordinance 15-O-07, An Ordinance Of The Mayor And Council Of The City Of College Park, Amending Chapter 11 "Authorities", Article II, "Airport Authority", §11-5 "Creation; Members; Compensation; Conflicts Of Interest" And §11-6, "Purpose; Use Of Airport"; Chapter 15 "Boards, Commissions And Committees", Article II, "College Park Recreation Board", §15-3, "Membership; Terms" And Article VIII, "Committee For A Better Environment", §15-34, "Powers And Duties" ; And Chapter 179 "Tree And Landscape Maintenance", §179-2, "Purpose; Applicability", §179-5, "Tree And Landscape Board" And §179-6, "Comprehensive Landscape Plan; Costs" To Incorporate Changes Recommended By The Airport Authority, Committee For A Better Environment And The Tree And Landscape Board, To Remove Certain References To Conflicts Of Interest From §11-5, To Set The Membership Of The Recreation Board At Up To Ten Members With The Goal Of Representation From Each District, And To Make Certain Non-Substantive Changes. | Motion By: Stullich<br>To: Adopt<br>Second:<br>Aye: ___<br>Nay: ___<br>Other: _____ |

16-O-01 Introduction of 16-O-01, An Ordinance of the Mayor and Council of the City of College Park, Maryland to Amend the Fiscal Year 2016 Operating and Capital Budget of the City of College Park, Maryland (Amendment #2)

Motion By: Dennis  
To: Introduce  
Second:

***(The Public Hearing Will Be Held at 7:15 p.m. on Tuesday, January 26, 2016 in the Council Chambers)***

16-G-07 Appointments to Boards and Committees

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

COUNCIL COMMENTS

COMMENTS FROM THE AUDIENCE

ADJOURN

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

**7:15 P.M.  
PUBLIC  
HEARING  
ORDINANCE  
15-0-07**

**AN ORDINANCE**  
**OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK,**  
**AMENDING CHAPTER 11 “AUTHORITIES”, ARTICLE II, “AIRPORT AUTHORITY”,**  
**§11-5 “CREATION; MEMBERS; COMPENSATION; CONFLICTS OF INTEREST”**  
**AND §11-6, “PURPOSE; USE OF AIRPORT”; CHAPTER 15 “BOARDS,**  
**COMMISSIONS AND COMMITTEES”, ARTICLE II, “COLLEGE PARK**  
**RECREATION BOARD”, §15-3, “MEMBERSHIP; TERMS” AND ARTICLE VIII,**  
**“COMMITTEE FOR A BETTER ENVIRONMENT”, §15-34, “POWERS AND DUTIES” ;**  
**AND CHAPTER 179 “TREE AND LANDSCAPE MAINTENANCE”, §179-2, “PURPOSE;**  
**APPLICABILITY”, §179-5, “TREE AND LANDSCAPE BOARD” AND §179-6,**  
**“COMPREHENSIVE LANDSCAPE PLAN; COSTS” TO INCORPORATE CHANGES**  
**RECOMMENDED BY THE AIRPORT AUTHORITY, COMMITTEE FOR A BETTER**  
**ENVIRONMENT AND THE TREE AND LANDSCAPE BOARD, TO REMOVE**  
**CERTAIN REFERENCES TO CONFLICTS OF INTEREST FROM §11-5, TO SET THE**  
**MEMBERSHIP OF THE RECREATION BOARD AT UP TO TEN MEMBERS WITH**  
**THE GOAL OF REPRESENTATION FROM EACH DISTRICT, AND TO MAKE**  
**CERTAIN NON-SUBSTANTIVE CHANGES**

WHEREAS, pursuant to §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, the City of College Park, Maryland (hereinafter, the “City”) has the power to pass such ordinances as it deems necessary to assure the good government of the municipality, and to protect and preserve the municipality’s property; and

WHEREAS, pursuant to this authority, the Mayor and Council by ordinance and resolution have appointed various Authorities, Boards, Commissions and Committees to assist in the good governance of the City; and

WHEREAS, the Mayor and Council have engaged in a review of the enabling legislation, activities and recommendations of the Authorities, Boards, Commissions and Committees and have determined that certain changes to the City Code are in the public interest.

**Section 1.** NOW, THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland, that Chapter 11 “Authorities”, Article II,

CAPS  
 [Brackets]  
 Asterisks \* \* \*

: Indicate matter added to existing law.

: Indicate matter deleted from law.

: Indicate matter remaining unchanged in existing law but not set forth in Ordinance

“Airport Authority”, §11-5, “Creation; members; compensation; conflicts of interest” of the Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§11-5 Creation; members; compensation; conflicts of interest

A. There is hereby created and established the College Park Airport Authority, hereinafter sometimes referred to as the "Authority," which shall consist of seven members, all of whom shall reside in and be qualified voters of the City of College Park, Maryland. The members shall be appointed by the Mayor and City Council and shall serve ~~[for such a term or terms as decided by said appointing body]~~ FOR A TERM OF THREE YEARS. Vacancies shall be filled by the Mayor and City Council for any unexpired portion of a term. Members of said Authority shall serve without compensation.

B. Members of the Authority shall disclose to the Authority and the Ethics Commission any conflict of interest, as that term is DEFINED IN ~~[understood in the Maryland Common Law and]~~ the College Park Ethics Code, and shall refrain from voting or taking action on any matter concerning which that member has a potential conflict of interest~~[- such as owning all or a portion or share of a flying club aircraft and voting or taking action on the regulation of any flying club or their aircraft that might affect that members' interest or ownership in a financial way. "Conflict of interest" shall refer to a real conflict and not to some insignificant matter such as owning stock in General Motors and voting on the purchase of a motor vehicle.]~~ Clarification and recommendations concerning doubtful situations can be requested [øf] FROM the City'S Ethics Commission.

**Section 2.** **BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland, that Chapter 11 “Authorities”, Article II, “Airport Authority”, §11-6, “Purpose; use of airport” of the Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§11-6 Purpose; use of airport.

A. \* \* \* \*

B. The Authority shall encourage use of the airport as an ONGOING OPERATIONAL AIRPORT AS WELL AS AN historical, recreational and educational center and promote good community relations. It will recommend to the Mayor and Council its findings for action.

**Section 3.** **BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland, that Chapter 15 “Boards, Commissions and Committees”, Article II, “College Park Recreation Board”, §15-3, “Membership; terms” of the Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§15-3 Membership; terms.

~~[Effective March 30, 1999, m]~~ Membership on the College Park Recreation Board shall be COMPOSED OF UP TO 10 members~~[: two from each Council district]~~ appointed by the Mayor and Council for three-year terms ~~[and two members nominated by the Mayor and confirmed by the Mayor and Council for three year terms,]~~ WITH A GOAL OF REPRESENTATION FROM EACH DISTRICT.

**Section 4.** **BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland, that Chapter 15 “Boards, Commissions and Committees”, Article VIII, “Committee for a Better Environment”, §15-34, “Powers and duties” of the Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§15-34. Powers and duties.

The Committee shall advise the Mayor and Council on environmental issues affecting the lives of College Park residents and shall initiate and implement [~~beautification~~] SUSTAINABILITY efforts. The duties and responsibilities of the Committee shall be established by resolution of the Mayor and City Council.

**Section 5.** **BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland, that Chapter 179 “Tree and Landscape Maintenance”, §179-2, “Purpose; applicability” of the Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§179-2. Purpose; applicability

A. – B. \* \* \* \*

C. The organizational provisions of this chapter create positions and a Board whose purposes are to:

(1) – (4) \* \* \* \*

(5) Guard [aH] plants against the spread of diseases or pests.

(6) \* \* \* \*

D. When it is in the public interest, the City reserves the right to protect trees on private lands from diseases, pests or destruction [by humans].

**Section 6. BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland, that Chapter 179 “Tree and Landscape Maintenance”, §179-5, “Tree and Landscape Board” of the Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§179-5. Tree and Landscape Board.

A. Board membership and operation.

(1) \* \* \* \*

(2) The Board shall have the following nine voting members: five [citizens] RESIDENTS of the City appointed by the Mayor and Council of the City of College Park, the Chairperson of the Committee for a Better Environment or designee, the City Forester, the Planning, Community and Economic Development Director or designee and the Public Works Director or designee.

(3) The five Board members appointed by the Mayor and Council shall serve staggered, two-year terms. [~~except in the year the Board is established. In the year the Board is established, three appointments shall be for one year and two for two years. Thereafter, all appointments shall be made for two-year terms.~~]

(4) \* \* \* \*

(5) The Board shall choose its own officers, adopt its own rules of procedure, subject to approval of the Mayor and Council, and keep an official record of its meetings and proceedings. A majority of its [appointed] members shall constitute a quorum for the purpose of transacting business.

B. Duties and responsibilities of the Board.

(1) [~~On an annual basis, t~~] The Board shall:

(a) \* \* \* \*

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

(b) [Write] REVIEW plans for the selection, installation and maintenance of landscape plantings and removal of questionable trees, shrubs and ground covers on public ways or public areas within the City limits.

(c) Present [its] plans, INCLUDING THE VEGETATION MANAGEMENT PLAN, to the Mayor and Council, which, when accepted and approved by the Mayor and Council, shall constitute the [official-comprehensive] landscape plan for the City.

(d) Oversee the administration of the [comprehensive] CITY landscape plan.

(2) – (6) \* \* \* \*

**Section 7. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that, that Chapter 179 “Tree and Landscape Maintenance”, §179-6, “Comprehensive landscape plan; costs” of the Code of the City of College Park be, and is hereby, repealed, re-enacted and amended to read as follows:

§179-6, [Comprehensive] CITY landscape planS; costs.

A. The Public Works Director shall be responsible for the installation, maintenance and removal of trees, shrubs and ground covers within the specifications and standards established by the City Forester and the Tree and Landscape Board in accordance with the [comprehensive] landscape plan.

B. \* \* \* \*

**Section 8. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall publish this proposed ordinance or a fair summary thereof in a newspaper having a general circulation in the City of College Park together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council. The public hearing, hereby set for 7:15 P.M. on the 12<sup>th</sup> day of January, 2016, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or

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[Brackets] : Indicate matter deleted from law.  
Asterisks \* \* \* : Indicate matter remaining unchanged in existing law but not set forth in Ordinance

special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard. After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. As soon as practicable after adoption, the City Clerk shall have a fair summary of the Ordinance and notice of its adoption published in a newspaper having a general circulation in the City of College Park and available at the City's offices. This Ordinance shall become effective on \_\_\_\_\_, 2016 provided that a fair summary of this Ordinance is published at least once prior to the date of passage and once as soon as practical after the date of passage in a newspaper having general circulation in the City.

**INTRODUCED** by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the 24th day of November 2015.

**ADOPTED** by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**EFFECTIVE** the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ATTEST:**

**CITY OF COLLEGE PARK**

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

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

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

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

**NOTICE OF PUBLIC HEARING  
TUESDAY, JANUARY 12, 2016  
7:15 P.M.  
2<sup>ND</sup> FLOOR COUNCIL CHAMBERS  
CITY HALL, 4500 KNOX ROAD  
COLLEGE PARK, MD 20740  
15-O-07**

An Ordinance of the Mayor and Council of the City of College Park, Amending Chapter 11 "Authorities", Article II, "Airport Authority", §11-5 "Creation; Members; Compensation; Conflicts of Interest" and §11-6, "Purpose; Use of Airport"; Chapter 15 "Boards, Commissions and Committees", Article II, "College Park Recreation Board", §15-3, "Membership; Terms" and Article VIII, "Committee for a Better Environment", §15-34, "Powers and Duties" ; and Chapter 179 "Tree and Landscape Maintenance", §179-2, "Purpose; Applicability", §179-5, "Tree and Landscape Board" and §179-6, "Comprehensive Landscape Plan; Costs" to Incorporate Changes Recommended by the Airport Authority, Committee for a Better Environment and the Tree and Landscape Board, to Remove Certain References to Conflicts of Interest from §11-5, to Set the Membership of the Recreation Board at Up To Ten Members with the Goal of Representation From Each District, and to make certain Non-Substantive Changes.

Copies of this Ordinance may be obtained from the City Clerk's Office, 4500 Knox Road, College Park, MD 20740, call 240-487-3501, or visit [www.collegeparkmd.gov](http://www.collegeparkmd.gov). In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office and describe the assistance that is necessary.

Notice of Public Hearing for Ordinance 15-O-07:

- Published in the Washington Post on December 3, 2015
- Posted to City Bulletin Boards on December 2, 2015
- Posted to City Website on November 25, 2015
- Posted on Cable Television Channel on December 3, 2015
- Published in the Municipal Scene on December 1, 2015

ATTEST:



Janeen S. Miller, City Clerk

15-0-07

Written Comment Received

1/6/2016

Mayor Wojahn:

RECEIVED

JAN 8 2016

City of College Park  
Administration Office

M&C ✓  
Somers  
Gardner  
Clerk

In regards to proposed Ordinance 15-0-17, I wish to voice my opposition to the changes in §11-5 B (in section 1) and §11-6 B (in section 2). I believe the proposed changes are ill considered and would further push the Airport Authority into situations where possible obvious self interest of board members could easily outweigh the considerations/concerns of city residents, whom the Authority was supposedly created to serve. If changes are to be made in the code for the Airport Authority, they should be to clarify and specify the Authority's obligation to the community, not further beholden a city sanctioned board to the interests of the airport and its approximately 35 aircraft.

### Section 1

I oppose all proposed changes to §11-5 B.

The proposed change to simply mirror the current definitions of conflict of interest in the city's code of ethics is a bad idea. It appears that the definitions of conflict of interest in the city's ethics code primarily revolve around direct financial, familial, and employment issues. These definitions do not seem to cover things like access, ability to use or membership.

Airplanes are not inexpensive items. I suspect more than a few of the aircraft based at the airport cost significantly more than the average home in College Park. I would suggest the ability to remove limits/prevent limits on one's ability to use a item can be as much as a direct conflict of interest as a direct financial benefit. While simplistic, think about this example: If there was a city committee whose role was to make recommendations to the council on what city street speed limits should be and that committee had members/was entirely comprised of members who just happened to own Formula 1 racing cars, do you think the residents of our city would think that was proper, wise, and representative of the community? I don't see much difference between this example and letting aircraft owners "to review periodically the operating procedures in order to assure the compatibility of such procedures with the welfare of the community"---From §11-6 A.

I would suggest that many residents would think that the committee tasked with worrying about the impact of the airport activities on the city residents (of which, approximately 99.98% do not own an aircraft) would not have voting members who had clear interests at risk (the use of their aircraft) by that committee, regardless of what the city's ethics code said. This is especially true given that airport activities can extend well beyond the airport (ie, noise, planes crashing into houses) and that activities at the airport over the years have resulted in 14 deaths in the last 35 years. This is not a body deciding what

color of daffodils to plant this year but rather contemplating issues that can have deadly outcomes. I would suggest it would only benefit the city to ensure that such a body would be as free from possible conflicts of interest as humanly possible.

If the city cannot sufficiently staff an Airport Authority without members with obvious self interest, then the city should probably think about not having an Airport Authority at all and simply bring up any airport matters in open council.

## Section 2

I oppose the addition of the phrase "ONGOING OPERATIONAL AIRPORT AS WELL AS AN" to §11-6 B.

1) Who decided that keeping the airport operating in perpetuity should be a stated city wide goal/objective? When was this publicly discussed? I can think of more than few situations where the closure of the airport would be of significant benefit to a large number of city residents, given that the airport pays no/next to no property taxes, produces no/minimal economic benefit to the city, and has, over the last 35 years, had 18 notable accidents that have resulted in 14 fatalities and 4 seriously injured, and that continued operations of College Park airport only has theoretical direct benefit to the approximately 5 city residents own an aircraft and thus can actually operate at the airport. And it is unclear if those 5 residents even use the airport...they may have their aircraft based at another local airport simply to avoid the TSA/FAA security regulations at College Park airport. It could be entirely possible that not a single city resident currently uses the airport. Maybe the city should figure exactly how many residents have the specific need and operational ability to use the airport before making a change in the city code supporting the airport's continued existence from now to the end of time.

2) It may seem that I am making a semantic point about this, but this section of the code is effectively a guidance statement for the Airport Authority. What if the airport says it needs to do "X" in order to maintain operations, is the Airport Authority effectively bound to approve that request, regardless of impact on the community? To me, this sounds like a big rubber stamp that puts a very strong bias for the Airport Authority to approve any request the airport could make. This is not an insignificant point to make. I suggest that the council look back and see how many times the council has gone against a recommendation by Airport Authority in the last 15 years. I suspect this number is extremely small, if not zero. If this new language is added to the code, it would seem to me the council is effectively limiting its own options and adding new avenues for legal challenges against the council and the city should the council not agree with a recommendation from the Airport Authority in the future.

Similarly, the Authority is no position to judge what it takes to keep the airport an "ongoing operational airport". The only thing that keeps College Park airport operational is Park and Planning's willingness to squander hundreds of thousands of county taxpayer dollars each and every year to cover the losses the airport incurs for the approximately 35 aircraft based at the airport.

3) And finally, this addition is unnecessary given that over the last 15 years, in my opinion, the Airport Authority has no problems repeatedly and vehemently pursuing the intent of this additional language without it being written in the city's code.

Sincerely,

A handwritten signature in black ink, appearing to read "David Gray". The signature is written in a cursive, flowing style with a prominent initial "D" and a long, sweeping tail.

David Gray  
7306 Radcliffe Drive  
College Park

# MINUTES

**MINUTES**  
**Regular Meeting of the College Park City Council**  
**And**  
**Inauguration of the 2015 – 2017 Mayor and Council**  
**Monday, December 7, 2015**  
**Council Chambers**  
**7:30 p.m. – 8:42 p.m.**

**PRESENT:** Mayor Fellows; Councilmembers Kabir, Wojahn, Brennan, Dennis, Stullich, Day, Hew (arrived at 7:37 p.m.) and Mitchell.

**ABSENT:** None.

**ALSO PRESENT:** Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Bob Ryan, Director of Public Services; Bob Stumpff, Director of Public Works; Terry Schum, Director of Planning; Jill Clements, Director of Human Resources; Steve Halpern, City Engineer; Peggy Higgins, Director of Youth, Family and Senior Services; Councilmembers-Elect Kujawa, Cook and Nagle; Adler Pruitt, Deputy Student Liaison.

Mayor Fellows opened the Regular Meeting at 7:30 p.m. and invited Imam Tarif Shraim to give the Invocation. Mayor Fellows led the salute to the flag.

**Minutes:** A motion was made by Councilmember Dennis and seconded by Councilmember Mitchell to approve the minutes of the October 27, 2015 Public Hearing on Permit Parking in the 5200 block of Mineola Road; November 24, 2015 Public Hearing on Permit Parking in the 5100 block of Mineola Road; November 24, 2015 Public Hearing on Ordinance 15-O-05; November 24, 2015 Regular Meeting; December 1, 2015 Special Session; and confidential minutes of November 17, 2015 Closed Session. The motion passed 7 – 0 – 0.

**Announcements:**

Councilmember Kabir announced the public hearing at the Greenbelt Library tomorrow night on the GSA’s draft Environmental Impact Statement on the proposed Greenbelt Station development.

Councilmember Wojahn announced the next “Live Smart Eat Local” event on Wednesday, December 16 at Mamma Lucia’s restaurant. The speaker is City Manager Scott Somers.

Councilmember Brennan announced the BDCA Holiday Party on Saturday at Fealy Hall, and the next Third Thirsty Thursday event at Ledo’s Restaurant.

Councilmember Dennis said the next Lakeland Civic Association monthly meeting will be Thursday at 7:00 p.m. at the College Park Community Center.

**Acknowledgment of Dignitaries:**

Mayor Fellows recognized Mayor Craig Moe of Laurel and Mayor Len Carey of University Park.

**Amendments to the Agenda:** Councilmember Brennan requested that item 15-R-29 be removed from the Consent Agenda and placed on Action Items.

**CONSENT AGENDA:**

**A motion was made by Councilmember Stulich and seconded by Councilmember Wojahn to adopt the Consent Agenda, which consisted of the following item:**

**15-G-138 Reappointment of Rita Zito to the Veterans Memorial Committee**

**The motion passed 8 – 0 – 0.**

**ACTION ITEMS:**

**15-R-29 Adoption of 15-R-29, the final Resolution in CEO-2015-02 (Cruz Development Corporation) reversing the recommendation of the APC**

**A motion was made by Councilmember Dennis and seconded by Councilmember Day to adopt 15-R-29, A Resolution Of The Mayor And Council Of The City Of College Park Denying Appeal Number CEO-2015-02, Branchville Road, Requesting A Variance From City Code §87-23 To Construct A Fence Within The Front Yard.**

Councilmember Dennis said that College Park Code §87-23 prohibits front yard fences. Any request for a variance must comply with the criteria stated in §87-19 of the Code. After a full public hearing, and review of the record transmitted from the Advisory Planning Commission, the Mayor and Council have determined that three of the criteria have not been met, as more fully explained in the Resolution, and so voted on December 1, 2015 to deny the request. Resolution 15-R-29 is the written decision of this determination.

Councilmember Brennan said he made a mistake in supporting the decision last week, and he does not support the wording in this Resolution for items 2.1 – 2.3. He believes that modified with the additional proffers of the applicant reflected in Section 1.16, the recommendation by the APC would be acceptable. He does not want to see a fence at this location, but believes there is sufficient cause outlined in the APC decision to grant this variance.

**The motion passed 7 – 1 – 0 (Brennan opposed).**

**COMMENTS FROM THE AUDIENCE ON NON-AGENDA ITEMS:** None.

**PRESENTATIONS:**

Mayor Fellows presented engraved mantle clocks to outgoing Councilmembers Alan Hew and Denise Mitchell.

Mayor-elect Wojahn presented an engraved gavel plaque to Mayor Fellows.

**REMARKS FROM OUTGOING COUNCILMEMBERS:**

Councilmembers Alan Hew and Denise Mitchell made personal remarks and reflected on their respective terms in office.

**REMARKS FROM MAYOR ANDREW M. FELLOWS:**

Mayor Fellows made personal remarks and reflected on his 6 years as Mayor.

**ADJOURN THE 2013 – 2015 MAYOR AND COUNCIL:**

A motion was made by Councilmember Dennis and seconded by Councilmember Stullich to adjourn the regular meeting, and with a vote of 8 – 0 – 0, Mayor Fellows adjourned the meeting.

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**SWEARING-IN OF MAYOR PATRICK L. WOJAHN:**

Ms. Rita Robinson, the designee of the Honorable Sydney Harrison, Clerk of the Circuit Court, swore in Mayor Wojahn.

**SWEARING-IN OF THE 2015 – 2017 CITY COUNCIL:**

Mayor Patrick L. Wojahn swore in the new Council.

**ROLL CALL:** Mayor Wojahn; Councilmembers Kabir, Nagle, Brennan, Dennis, Day, Stullich, Cook and Kujawa.

**APPOINTMENT OF THE MAYOR PRO TEM:**

Mayor Wojahn stated that he is appointing Councilmember Dennis to be the Mayor Pro Tem.

**ACTION ITEMS:**

**15-G-140 Approval of 2016 Council Meeting Schedule**

A motion was made by Councilmember Dennis and seconded by Councilmember Day to adopt the 2016 Council Meeting Schedule. The motion passed 8 – 0 – 0.

**REMARKS FROM INCOMING COUNCILMEMBERS**

Councilmembers Nagle, Cook and Kujawa made personal remarks.

**ADDRESS:** Mayor Patrick L. Wojahn gave his inaugural address.

**BENEDICTION:** The benediction was given by Imam Tarif Shraim.

**ADJOURN:** A motion was made by Councilmember Day and seconded by Councilmember Kabir to adjourn the meeting. With a vote of 8 – 0 – 0, Mayor Wojahn adjourned the meeting at 8:42 p.m.

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

\_\_\_\_\_  
Date  
Approved

# PROCLAMATIONS

**PROCLAMATION OF THE MAYOR AND COUNCIL  
OF THE CITY OF COLLEGE PARK, MARYLAND**

**In Appreciation of B. W. Tom Davis**

**Whereas,** the City of College Park, Maryland relies on residents to assist and advise the City Council in many areas of government and community activities; and

**Whereas,** the City Council created a Cable Television Commission in 1980 to represent the Mayor and Council in dealing with cable television franchises in College Park; and

**Whereas,** Tom has continuously served on the Cable Television Commission since 1994, many years as the Chair, providing decades of service and leadership; and

**Whereas,** Tom and his wife Doris moved to the City of College Park in 1968; and

**Whereas,** in addition to serving on the Cable Television Commission, Tom's community involvement has included the Economic Development Committee, the North College Park Citizens Association (as both the president and as a member), and he is currently serving as a member of the Veterans Memorial Committee, which he used to Chair; and

**Whereas,** after actively serving on the Cable Television Commission for more than 21 years, Tom has submitted his resignation.

**Now, Therefore,** I, Patrick L. Wojahn, as Mayor of the City of College Park, Maryland, do hereby recognize B. W. Tom Davis for his service to the City, and proclaim the appreciation of the Mayor, Council and residents of the City of College Park.

**PROCLAIMED** this 12<sup>th</sup> day of January 2016.

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

**PROCLAMATION  
CITY OF COLLEGE PARK, MARYLAND  
25<sup>TH</sup> ANNUAL TRIBUTE TO  
DR. MARTIN LUTHER KING, JR.**

***"The Time is Always Right...To Do What Is Right."***

WHEREAS, Dr. Martin Luther King, Jr. practiced nonviolent action to promote equal rights and economic justice worldwide; and

WHEREAS, Dr. King's many notable speeches, sermons and writings, including his Nobel Peace Prize lecture and "Letter from a Birmingham Jail" are among the most revered orations and writings in the nation's history; and

WHEREAS, in August 1963, Dr. King was a major force behind the March for Jobs and Freedom, commonly known as the "March on Washington," which drew over a quarter-million people to the national mall; and

WHEREAS, it was at this march that Dr. King delivered the now legendary "I Have a Dream" speech, which confirmed/amplified his status as an agent for social change inspiring this nation to act on civil rights for all of its citizens; and

WHEREAS, Dr. King's unique approach to the philosophy of nonviolent action stands as one of the most successful alternatives to the world's ongoing struggles against all forms of injustice; and

WHEREAS, On October 22, 1964 at Finney Chapel at Oberlin College in Ohio - In his second public appearance after winning the Nobel Peace Prize, King, who was heard by an estimated 2,500 students, faculty and visitors, tells the crowd: "The time is always right to do what's right." "It is true that behavior cannot be legislated, and legislation cannot make you love me, but legislation can restrain you from lynching me, and I think that is kind of important," King said.

NOW, THEREFORE, I, Patrick Wojahn, as Mayor of the City of College Park, Maryland, join the City Council and the greater College Park community on Saturday, January 16, 2016 in celebration of this 25<sup>th</sup> Annual College Park Tribute to Dr. Martin Luther King, Jr.'s leadership and legacy.

PROCLAIMED THIS **12<sup>th</sup>** DAY OF **JANUARY** 2016

---

Patrick L. Wojahn, Mayor  
City of College Park, Maryland

16-G-02

## MEMORANDUM

**TO:** Mayor and City Council  
**FROM:** Janeen S. Miller, City Clerk  
**DATE:** December 15, 2015  
**RE:** Council vote needed on appointment of Mayor Pro Tem

### ISSUE

Per section C3-6 B (2) of the City Charter, “The Mayor shall, as soon after he/she has taken office as may be practicable, appoint from among the membership of the Council a Mayor Pro Tem, subject to the approval of the Council.”

### SUMMARY

Mayor Wojahn appointed Councilmember Dennis as Mayor Pro Tem on December 7, 2015, but the Council did not approve the appointment. Therefore, on January 12, the Council should vote to approve this appointment.

### RECOMMENDATION

Staff suggests placing this on the Consent Agenda for the January 12 meeting.

16-G-03

## CONTRACTOR AGREEMENT

**THIS CONTRACTOR’S AGREEMENT** (the “Agreement”) is made this the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between CITY OF COLLEGE PARK (the “City”), a municipal corporation of the State of Maryland, whose address is 4500 Knox Road, College Park, MD 20740 and PLAYGROUND SPECIALISTS, INC., hereinafter referred to as “Contractor,” whose address is 17347 North Seton Avenue, Emmitsburg, MD 21727.

**WHEREAS**, the City has received Open Space grant funding from the Maryland Department of Natural Resources through the Community Parks and Playgrounds program for the removal and replacement of the 5 – 12 year old play structure at Old Town playground at the intersection of Columbia and College Avenues; and

**WHEREAS**, the Contractor was a successful bidder in 2014 on HGACBuy Cooperative Purchasing Program competitively bid contract PR11-14 for playground equipment provision and installation services. HGACBuy is an agency of the State of Texas with purchasing and bid policies comparable to the City’s; and

**WHEREAS**, pursuant to §69-2 of the City Code, the City is authorized to join in a contract accepted by another local government or agency with purchasing policies comparable to those of the City; and

**WHEREAS**, the contractor services included in PR11-14 , are responsive to the needs of the City for purposes of the providing and installing playground equipment in the Old Town playground; and

**WHEREAS**, the Contractor has indicated a willingness to contract with the City on terms and conditions at least as favorable as those provided in PR11-14; and

**WHEREAS**, Contractor desires to act for the City as an independent Contractor to provide and install playground equipment in the Old Town playground; and

**WHEREAS**, the City desires that the Contractor provide such services.

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

1. **Appointment.** The City hereby engages Contractor, as an independent contractor and not as an agent or employee of the City, to remove the existing playground equipment and provide and install new playground equipment in Old Town playground, and Contractor hereby accepts such work, subject to the terms and provisions of this Agreement. This Agreement is contingent on appropriation of funds from the City, and the receipt of a Program Open Space Grant from the State of Maryland Department of Natural Resources.

2. **Scope of Services.** Pursuant to the Agreement, the Contractor agrees to furnish all the material and perform all of the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the standards in the industry. The following Contractor services are included as part of this Agreement: Remove and properly dispose of existing playground equipment and provide and install playground equipment and related surface system and materials, in the Old Town playground. The equipment to be installed is detailed in the Old Town Playground Scope of Work, attached and incorporated herein as Exhibit A, and Contractor proposal dated January 4, 2016, attached hereto and incorporated herein by reference as Exhibit B. The site plan and plans for placement of the playground equipment is attached hereto and incorporated by reference as Exhibit C. Contractor agrees to provide all records required for compliance, and

to otherwise comply, with Program Open Space grant requirements, summarized for ease of reference and attached as Exhibit D.

3. **Dates of Work.** The Contractor agrees to commence work within five calendar days of notice to proceed. The work shall be performed pursuant to the work schedule submitted by the Contractor. All work shall be completed within one hundred eight (180) calendar days of notice to proceed and in any event by June 30, 2016. It is understood by the parties hereto that time is of the essence in the completion of the services under this Agreement.

4. **Contract Price.** The City agrees to pay the Contractor, as consideration for the Contractor's satisfactory performance of all obligations under this Agreement, a sum not to exceed \$44,949.00, which shall include all incidental costs including, but not limited to, removal and proper disposal of existing equipment, provision and installation of all new equipment, delivery of equipment to Old Town playground in College Park, MD, travel, printing, copying, binding, telephone, drawings, diagrams and photographs. Invoices will be paid after approval by the City's Chief Financial Officer. The Contractor shall submit invoices, on a monthly basis, which shall include a detailed breakdown of all charges for that monthly period. Invoices shall be based upon completion of tasks and deliverables, or percentage thereof. In no event shall the amount billed by the Contractor exceed that amount attributed to the work completed as of the date of the bill or the full contract price.

5. **Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:

- a. Exhibit A, Scope of Work;
- b. Exhibit B, Contractor proposal dated January 4, 2016;

- c. Exhibit C, Site plan and plans for placement of the playground equipment;
- d. Required affidavits;
- e. Work schedule;
- f. Reporting and other requirements of the Program Open Space Grant;
- g. Insurance certificates;
- h. HGACBuy RFP and Contract requirements for PR 11-14.

In the event any term of the foregoing documents conflicts with the terms of this Agreement and exhibits, this Agreement shall prevail.

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

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent Contractor of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent Contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold

harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

7. **Insurance.** Contractor will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the City of College Park as an additional insured and shall provide an additional insured endorsement, with the exception of the workers' compensation insurance.

A. Comprehensive General Liability Insurance

- (1) Personal injury liability insurance with a limit of \$1,000,000 each occurrence/aggregate;
- (2) Property damage liability insurance with limits of \$500,000.00 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

B. Automobile Liability Coverage Automobile fleet insurance \$1,000,000.00 for each occurrence/ aggregate; property damage - \$500,000.00 for each occurrence/aggregate.)

C. Workers' Compensation Insurance. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City prior to beginning work.

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

**8. Indemnification.** The Contractor shall indemnify and save harmless the City, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including attorneys fees, arising directly or indirectly out of the performance of the contract, whether caused by the negligent or intentional act or omission on the part of the Contractor, its agents, servants, employees and subcontractors.

**9. Licenses, Applicable Laws.** Contractor will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. All services and materials provided by Contractor shall conform to all applicable laws and regulations.

**10. Materials and Standard of Work.** All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor.

**11. Subcontracting.** The Contractor may not subcontract any other work required under this Agreement without the consent of the City. If the Contractor wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Contractor is not relieved of primary responsibility for full

and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the City and the subcontractor.

**12. Accurate Information.** The Contractor certifies that all information provided in response to the invitation to bid or other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and terminate this contract.

**13. Errors in Specifications.** The Contractor shall take no advantage of any error or omission in the specifications. The City shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

**14. Construction and Legal Effect.** This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

**15. No Assignment.** This Agreement shall not be assigned or transferred by Contractor, whether by operation of law or in any other manner, without prior consent in writing from the City. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

**16. Relief.** The Contractor recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the City, and further recognizes that in such event monetary damages may be available to the City. Accordingly, in the event of a breach or threatened breach of this Agreement, Contractor consents to the City's entitlement to seek preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of its obligations set forth herein. Nothing herein shall be construed as

prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from Contractor.

**17. Termination for Default.** Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Contractor to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Agreement. In such event, the City may give notice to the Contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within 24 hours after receipt of notification, the City may terminate this Agreement. This provision shall not limit the City in exercising any other rights or remedies it may have.

**18. Termination for Convenience.** The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination.

**19. Notices.** All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

Scot Somers  
City Manager  
City of College Park  
4500 Knox Road  
College Park, MD 20740  
240-487-3501  
ssomers@collegeparkmd.gov

\*\*\*\*\*

Playground Specialists, Inc.  
17347 North Seton Avenue  
Emmitsburg, MD 21727.

20. **Costs.** In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the breaching party shall be responsible for any and all costs and expenses, including reasonable attorneys' fees, incurred on account of such breach.

21. **Enforcement Provisions.** The failure of the City or Contractor, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

22. **Governing Law.** This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland.

23. **Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

24. **Set-Off.** In the event that Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof or after termination of the relationship created hereunder, the City shall have the right to offset any amount so owed by the Contractor against any compensation due the Contractor from the City.

25. **Changes In Scope Of Work:** The City, without invalidating the Contract, may order written changes in the work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be authorized in writing by an authorized official of the City. Costs shall be limited to the following: actual cost of

materials and labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon. Such work must be authorized, in writing, by an authorized official of the City prior to starting extra work.

The City shall have authority to order minor changes in the work not involving an adjustment to the contract sum or extension of time and not inconsistent with the intent of the contract documents. Such changes shall be effected by a written change order.

**26. Interpretation:** Any questions concerning conditions and specifications shall be directed in writing to the City Manager or other official designated by the Mayor and City Council. No interpretation shall be considered binding unless provided in writing by the City Manager or other authorized official of the City. The execution of this Contract shall be prima facie evidence that the Contractor thoroughly understands the terms of this Contract.

**27. Non Discrimination.**

a. The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

b. The Contractor certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

c. The Contractor will, in all advertisements or solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

**28. Equal Benefits.**

a. Consultant must comply with the applicable provisions of § 69-6 of the City Code. The Consultant shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.

b. Upon request, the Consultant shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Consultant may not be in compliance with the provisions of this section.

c. The failure of the Consultant to comply with § 69-6 of the City Code will be deemed to be a material breach of the covered contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

CITY OF COLLEGE PARK

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

By: \_\_\_\_\_  
Scott Somers, City Manager

WITNESS:

PLAYGROUND SPECIALISTS, INC.

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

Name:

Title:

APPROVED AS FORM AND TO LEGAL SUFFICIENCY:

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

City of College Park, Maryland  
Old Town Playground  
At the intersection of Columbia & College Avenues

**Purpose**

To provide a safe and interactive play environment for children that is ADA compliant.

**Scope**

The 5 – 12 year old play structure at this playground has fulfilled its useful life and is in need of replacement. The project will include the removal and disposal of the existing 5 – 12 year old play structure, 5 existing benches and one trash receptacle; design services, supply and installation of playground equipment, surfacing material and site furnishings at the site of the existing 5 -12 year old structure. Proposed play equipment shall be supplied by a manufacturer that is a member of the International Play Equipment Manufacturers Association (IPEMA) and all equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), and Consumer Product Safety Commission (CPSC) and IPEMA standards.

Playground systems shall meet the National Playground Standards as referenced in the American Society for Testing and Materials (ASTM) documents F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use (or most recent edition which will supersede), and ASTM 1292 Standard Specification for Impact Attenuation of Surface Systems under and around playground equipment as well as National Playground Standards as referenced in the U.S. Consumer Product Safety Commission's publication No. 325; *Handbook for Public Playground Safety* (or most recent edition which will supersede).

A design plan/scale drawing shall be provided for the 5 – 12 year old play structure that will fit into the existing play area. The new design and structure elements will meet the manufacturer's specifications and industry standards for installation. The new design will meet current ADA accessibility requirements. Color scheme for the play structure shall include blue posts and roofs, and tan panels.

**Proposal**

An itemized proposal for the project will include demolition & disposal of the existing structure and identified site amenities & surfacing material, grading/preparation of the play area, new equipment cost, installation and surfacing cost, site amenities, and site remediation as a result of construction. Include a list of qualified sub-contractors and/or installers that may be used for the project.

Proposals can be mailed, faxed or electronically sent to

Brenda Alexander  
City of College Park DPW  
9217 51<sup>st</sup> Ave.  
College Park, MD 20740  
Fax: 301 474-0825; email: [balexander@collegeparkmd.gov](mailto:balexander@collegeparkmd.gov)



**CONTRACT PRICING WORKSHEET**  
For Catalog & Price Sheet Type Purchases

Contract No.: **PR11-14**

Date Prepared: 1/4/2016

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	CITY OF COLLEGE PARK	Contractor:	Playworld Systems, Inc
Contact Person:	BRENDA ALEXANDER	Prepared By:	Steve Slifer
Phone:	OLD TOWN PLAYGROUND	Phone:	800/385-0075
Fax:		Fax:	
Email:		Email:	<a href="mailto:christines@playworldsystems.com">christines@playworldsystems.com</a>

Catalog / Price Sheet Name:	2015 ComprehensivePriceList_HGACpricing.xls
General Description of Product:	Playground and Recreation equipment

**A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary**

Quan	Part number and Description	Unit Pr	Total
1	Total of Playworld Systems product from Additional Section A worksheet	\$38,240.00	\$38,240.00
1	PR48install Installation of Equipment	\$11,390.00	\$11,190.00
1	PR48demo, demolition and removal of existing equipment	\$1,375.00	\$1,375.00
1	PR\$*planning, Planning and Design assistance of new playspace		\$0.00
1	204 linear feet 4 x 6 treated timbers two tiered	\$2,550.00	\$2,550.00
1	PR48pip, Poured in place surfacing		\$0.00
1	PR48fiber, Engineered wood fiber surfacing	\$1,961.00	\$1,961.00
1	PR48tile, Rubber tile surfacing		\$0.00
1	PR48misc, Misc items related items to complete playscape, EX, shelter, lighting, sidewalks, etc...		\$0.00
<b>Subtotal A:</b>			\$55,316.00

**B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary**

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
<b>Total From Other Sheets, If Any:</b>			\$0.00
<b>Subtotal B:</b>			\$0.00

<b>Check:</b> Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (Section A).	<b>For this transaction the percentage is:</b>	0%
---	--	----

**C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges**

<b>Total From Other Sheets, If Any:</b>		\$0.00
<b>Subtotal C:</b>		\$0.00
<b>Freight</b>		\$1,105.00
<b>Tax</b>		
Additional discount above 9% (delete this text if none)		-\$8,030.40
HGAC Discount on Playworld equipment (9%)		-\$3,441.60

<b>Delivery Date:</b>	<b>D. Total Purchase Price (A+B+C+D)</b>	\$44,949.00
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# City of College Park

*Old Town Playground*



playground  
Specialists Inc.

Office: 800-385-0075 • [www.Playspec.com](http://www.Playspec.com)

# City of College Park

*Old Town Playground*



playground  
Specialists Inc.

Office: 800-385-0075 • [www.Playspec.com](http://www.Playspec.com)

# City of College Park

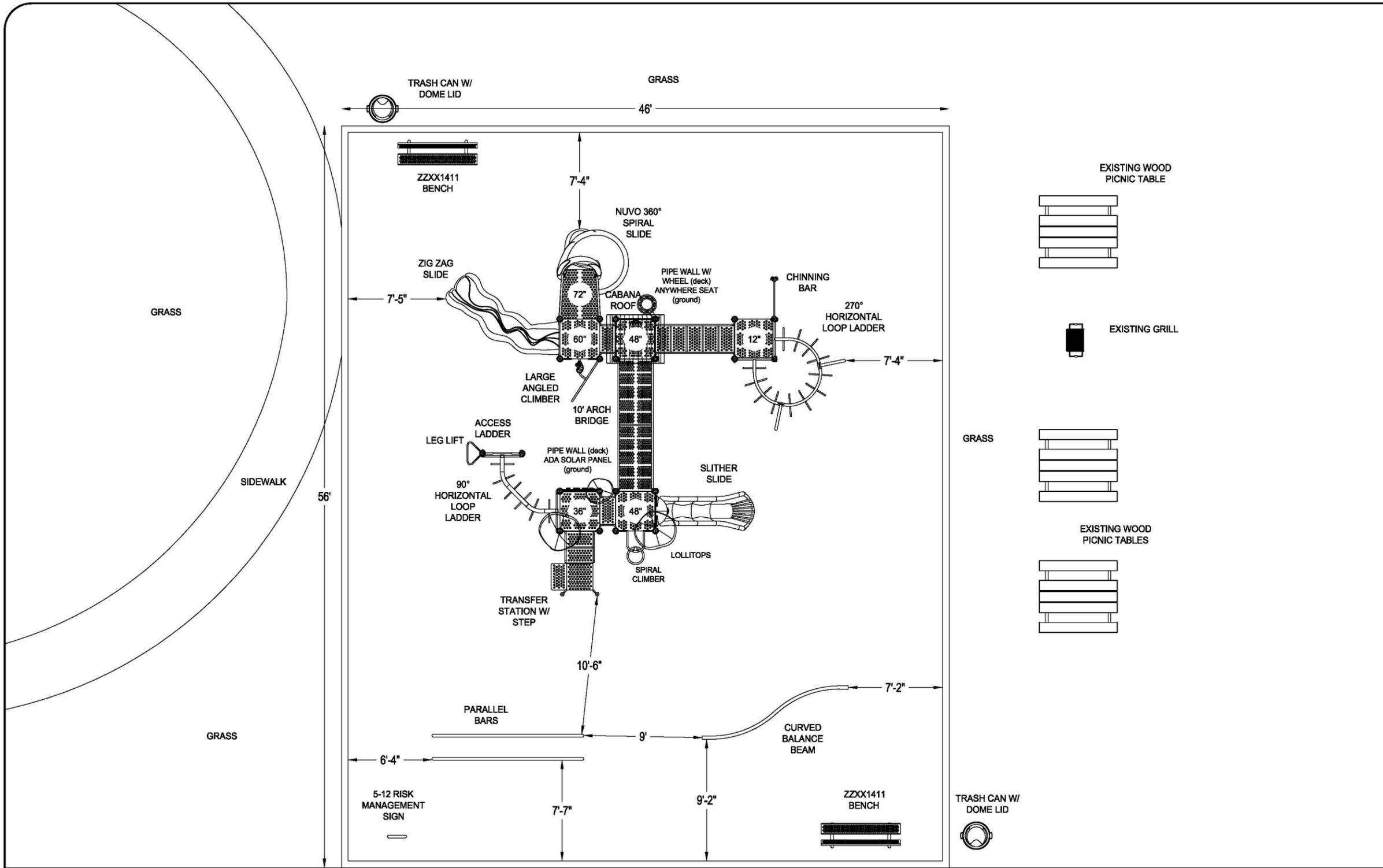
*Old Town Playground*



**PLAYWORLD**  
The world needs play.

playground  
Specialists Inc.

Office: 800-385-0075 • [www.Playspec.com](http://www.Playspec.com)



PLAYGROUND SPECIALISTS INC.  
11700 WHATES LN.  
THURMONT, MD 21788

EQUIPMENT SIZE:  
X' x Y' x Z'

USE ZONE:  
X' x Y'

AREA: 2475 SqFt. PERIMETER: 200 Ft.

FALL HEIGHT:  
8 Ft.

USER CAPACITY: 52 AGE GROUP: 5-12

- ✓ ASTM F1487-11
- ✓ CPSC #325



PROJECT NO: P111315-5D SCALE: 1/8"=1'-0"

DRAWN BY: JSTONE Paper Size

DATE: 02-DEC-15 B

City of College Park  
Old Town Playground

\*PLAYGROUND SUPERVISION REQUIRED

## POS Manual Excerpts:

### Page 3:

**Acknowledgment Signs** All projects assisted under POS must appropriately display a permanent acknowledgment sign. The cost of the sign is an allowable cost for assistance. The acknowledgment sign will include the following:

- The project name
- Department of Natural Resources - Program Open Space  
In cases where the project is funded in whole or in part by the federal Land and Water Conservation Fund, additional information shall be included in the acknowledgment sign:
- Land and Water Conservation Fund, National Park Service, U.S. Department of the Interior.

The sign may also contain any other information the applicant considers appropriate.

### Page 6:

#### **Development Requirements**

- a. Any contracts, change orders, bid tabulations, labor and equipment records relevant to a development project will be retained by the grant recipient for three years after final reimbursement for audit purposes.
- b. Written change orders on construction contracts shall be issued for all necessary changes to the contract, and a copy will be forwarded to DNR with the subsequent reimbursement request.
- c. During performance of the contract, the contractor must be in compliance with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 (1964) and Article 49B Sections 17 to 20, (Discrimination in Employment) of the Annotated Code of Maryland (1991 replacement Volume and its amendments).
  - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap, or national origin.
- d. The Applicant shall ensure completion of the work in accordance with the approved construction plans and specifications, and shall ensure compliance with all applicable federal, State, and local laws and regulations.
- e. The Applicant shall permit periodic site visits by DNR to insure work progress in accordance with the approved project, including a final inspection upon project completion.
- f. In the event funds should not be available for future stages of the project, the Applicant shall bring the project to a point of usefulness agreed upon by the Applicant and DNR.
- g. All significant deviations from the project proposal shall be submitted to DNR for prior approval.
- h. Development plans and specifications shall be available for review by DNR upon request.
- i. Applicant shall develop and prominently display an acknowledgment sign recognizing that this is a POS assisted project.

Page 52:

- 3. **Acknowledgment Sign** An acknowledgment sign recognizing that this project site is POS assisted must be permanently installed prior to final reimbursement. Design of the sign is up to the applicant and may reflect that of other park signage.

Page 20:

#### 4. **Reimbursement**

##### a. **Approved Costs**

The Department will reimburse the applicant for the approved project costs when proper documentation is provided with the reimbursement request for individual component projects. Reimbursement for actual project costs of any component will at no time exceed the original estimate that was approved. The Department will reimburse the applicant for project costs in accord with established procedures. Refer to the instructions on the Request for Reimbursement Forms included in this Manual.

Page 28:

## 2. **Applicant's Financial Obligation**

### a. **Applicant's Matching Share:**

In most cases the applicant will initially pay all costs incurred during the project period. The applicant, upon presentation of a reimbursement request to POS, will be reimbursed for the State's share of the eligible costs documented. The applicant's matching share will be

determined by the percent of assistance that the county is eligible to receive and the amount of funds available to the applicant.

16-G-04

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)**, is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the University of Maryland, (hereinafter the “University”) and the City of College Park (hereinafter the “City”), referred to herein collectively as “the Parties”.

**WHEREAS**, the City and the University have each applied for and been granted Bikeshare program funding from the State of Maryland Department of Transportation (“Department”); and

**WHEREAS**, the City and the University have each endorsed a Bikesharing Grant Project Agreement with the Department; and

**WHEREAS**, the funding received by the Parties, plus other sources of funds received, will allow the University to install seven (7) bikeshare station locations and will allow the City to install seven (7) bikeshare station locations, together with 125 associated bicycles and maintenance and operations services (“Initial Launch”); and

**WHEREAS**, the Parties recognize that additional station locations and bicycles may be added to the Initial Launch by the University or the City, subject to that party providing the funds for installation and operation; and

**WHEREAS**, the City and the University have determined that, to maximize the benefits of their respective grants and to achieve their respective bikeshare program goals and the purchase, installation and operation of bikeshare stations and bicycles, it is appropriate to coordinate their efforts and to create a City/University Bikeshare System; and

**WHEREAS**, the Parties have reached an agreement to coordinate their efforts, as set out in this MOU.

**NOW, THEREFORE**, the Parties in consideration of the promises exchanged herein, the receipt and sufficiency of which are mutually acknowledged, agree as follows;

1. The recitals set forth above as well as the foregoing “NOW, THEREFORE,” are incorporated herein as operative provisions of the MOU.
2. The initial term of this MOU shall commence on the Effective Date and, unless terminated earlier in accordance herewith, shall continue for a period of three (3) years from the Initial Launch Date. The Initial Launch Date is the date on which the City/University Bikeshare System fourteen locations and 125 associated bicycles are installed and operational.
3. The Parties agree that this MOU applies to the seven (7) bikeshare station locations that the University will install and the seven (7) bikeshare station locations that the City will install, together with 125 associated bicycles and maintenance and operations services, using the funds provided through the Bikesharing Grant Project administered by the Department and funds received from other sources (“Initial Launch”). The bikeshare station locations are more particularly described on attached Exhibit A. The University has obtained Facilities Council approval for the installation of all campus locations. It is recognized by the Parties that the location of the stations reflected in Exhibit A may be changed as appropriate. Additional bikeshare station locations (“Additional Locations”) and additional bicycles

(“Additional Bicycles”) may be added to the Project by the University or the City, subject to funding by that party of installation and operations.

4. The City and the University have jointly selected a contractor, Zagster, Inc. (“Contractor”), to install the Initial Launch, and maintain the said bikeshare station locations and bicycles for a term of three years, together with any Additional Locations and Additional Bicycles included during that period. The City and the University of Maryland will each pay one-half of the One-Time Fee of \$650,500.00 for the Initial Launch, to include the fourteen (14) station set-up and parking spaces installation for \$65,500.00, and 125 initial bicycles at a price of \$585,000.00. The University has indicated its intention to specify five initial bicycles as ADA compliant, and will assume the increase in cost for those bicycles. The party placing the order for installation with the Contractor shall bear the cost of any Additional Locations and Additional Bicycles.
5. The City and University may develop a joint project name, logo, color scheme and any other branding specifications for use with the project.
6. The Parties anticipate that the Project will generate revenues from subscription and user fees and from advertising and sponsorship fees. Subscription fees are those fees paid by subscribers to the City/University Bikeshare System. Usage fees are the fees attributable to bicycles rented in (trips initiated from stations in) the City or on the campus of the University. Sponsorship fees are the fees attributable to payments by sponsors for the opportunity to add their logo to a bikeshare station location signage and/or to

the basket on each sponsored bicycle. The City and the University agree to share the net proceeds attributable to the Initial Launch, after deducting all costs of the Program, so that each party receives one-half of the proceeds from the locations and bicycles included in the Initial Launch. The Parties recognize that either party may obtain Additional Locations and/or Additional Bicycles from the Contractor after the Initial Launch. The net proceeds derived from Additional Locations and Additional Bicycles shall be divided between the parties on a pro rata basis based on the number of Additional Bicycles obtained by each party from the Contractor.

7. The City and the University agree to share information and to work jointly to file periodic reports pursuant to the requirements of their respective Bikesharing Grant Project Agreements.
8. The City and the University agree to attend periodic meetings, no less than quarterly, to review performance of the goals of the Program.
9. The Parties agree to cooperate in publicizing the Program.
10. Subject to and without waiving common law and other governmental immunities and the provisions §5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, the City agrees to indemnify, save harmless and defend the University from and against any and all claims, demands, suits, liabilities, losses, damages, judgments, and payments including attorney fees claimed or made by persons not party to this Agreement which may in any way accrue against the University as a result of the negligent or intentional acts of the City, its agents,

servants and employees. Subject to and without waiving common law and other governmental immunities and the provisions §12-101 et seq., Maryland Tort Claims Act, State Government Article, Annotated Code of Maryland, the University agrees to indemnify, save harmless and defend the City from and against any and all claims, demands, suits, liabilities, losses, damages, judgments, and payments including attorney fees claimed or made by persons not party to this Agreement which may in any way accrue against the City as a result of the negligent or intentional acts of the University, its agents, servants and employees.

11. The terms and conditions of this MOU shall be governed by the laws of the State of Maryland and Prince George's County, Maryland.
12. The Parties shall not discriminate in employment because of religion, race, sex, age, color, occupation, familial status, marital status, political opinion, personal appearance, sexual orientation, physical/mental handicaps or national origin.
13. Failure of either party to enforce any provision or terms of this MOU shall not be deemed a waiver of said provision and terms.
14. No changes, modifications or amendments shall be effective for any purpose without prior written approval of the Parties.
15. Notwithstanding anything to the contrary herein, this MOU may be terminated upon the breach by either party of any of the terms of this MOU. In such event, the non-breaching party may terminate this MOU immediately. This provision shall not limit either party in exercising any other rights or remedies it may have.

16. The performance of work or delivery of services under this MOU may be terminated in whole or in part at any time upon written notice when either party determines that such termination is in its best interest. The terminating party will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination, and for those contract obligations undertaken pursuant to Paragraph 4 of this MOU. The Parties recognize that the Project is part of an effort to construct an area-wide bikeshare system, and that each of the parts of the Project are important to this effort. As a result, in the event of termination for cause or for convenience, the Parties will make reasonable efforts to ensure that each of the viable bikeshare stations continues to operate.

17. In the event that any provision of this MOU shall be held invalid or not enforceable by any Court of competent jurisdiction, such provision shall not invalidate or render unenforceable any other provision hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

CITY OF COLLEGE PARK

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

By: \_\_\_\_\_  
Scott Somers, City Manager

WITNESS:

UNIVERSITY OF MARYLAND

\_\_\_\_\_

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

Name:

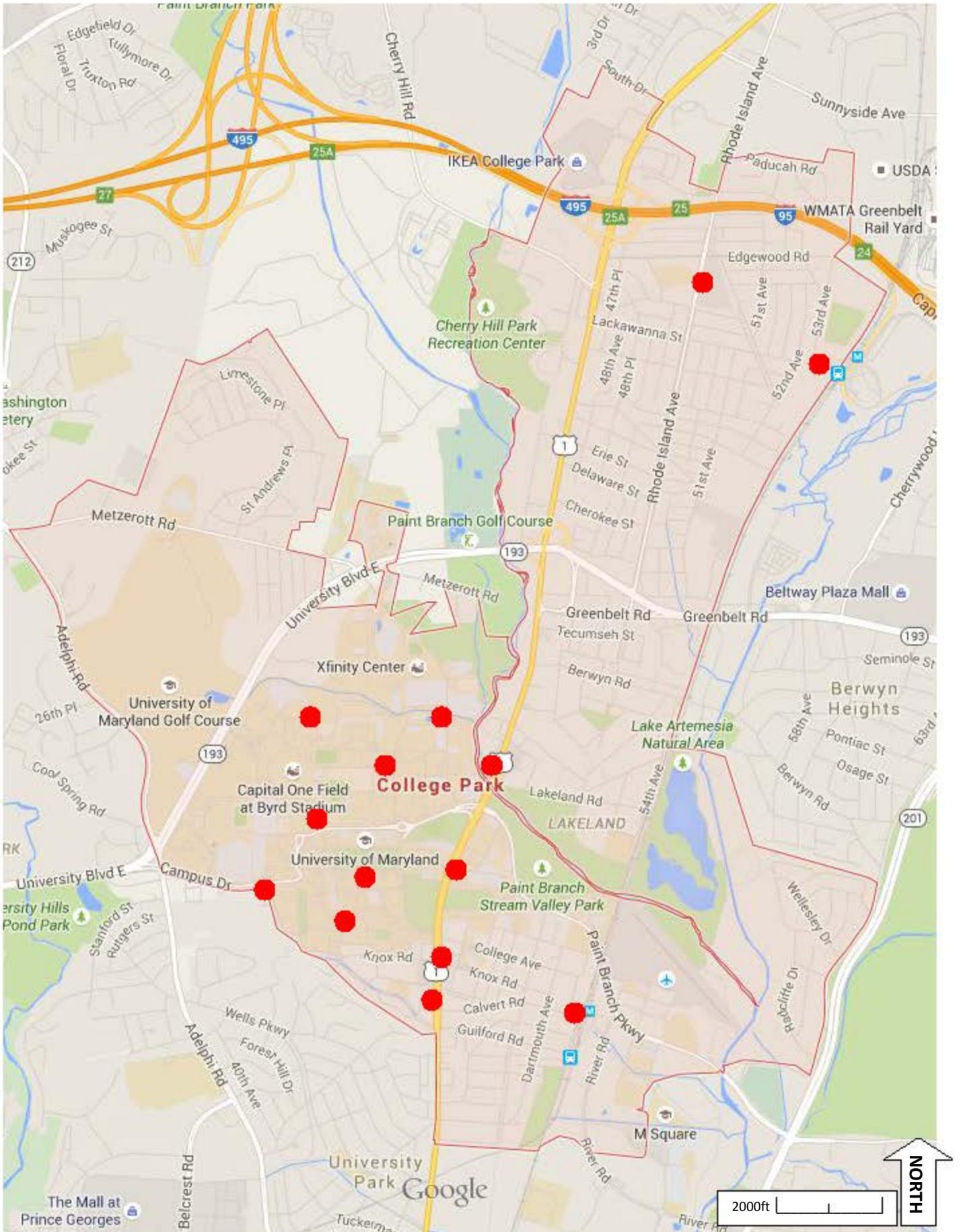
Title:

APPROVED AS TO LEGAL SUFFICIENCY:

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Suellen M. Ferguson  
City Attorney

# Proposed Bikeshare Stations - City of College Park and University of Maryland



15-G-132

**MOTION**

**I move that the City Council support Detailed Site Plan 13045, Phase III of the South Core of Greenbelt Station, subject to the following:**

- 1. Prior to certificate approval of the Detailed Site Plan, the pedestrian bridge over the CSX and Metrorail tracks shall be removed from the site plan. The location shown by the applicant does not conform with condition 3 in the District Council decision for CSP-01008-02.**
- 2. Prior to certificate approval of the Detailed Site Plan, the applicant shall provide a determination from a certified sound engineer that indicates whether exterior reflective noise from the proposed sound wall will have a perceptible impact to residences located on Huron Street between 51<sup>st</sup> Avenue and the railroad tracks and to residences located on 51<sup>st</sup> Avenue between Blackfoot Place and Huron Street. If such an impact is determined, the applicant shall revise the DSP to show a sound wall constructed with an absorptive material or coating in order to mitigate the reflective noise.
  - a. The absorptive material or coating shall have a Noise Reduction Coefficient (NRC) of 0.70 or greater.**
  - b. The absorptive material or coating shall be used for the entirety of the west side of the sound wall facing the railroad tracks.****
- 3. Prior to certificate approval of the Detailed Site Plan, the applicant shall provide the City of College Park with broker information and promotional material associated with the proposed retail site identified as lot 116 on the site plan dated August 2014.**
- 4. Subsequent to the determination of the use of lot 116 as either retail or a public park, and prior to the issuance of a building permit for lot 116, the applicant shall provide a Detailed Site Plan amendment to address site layout and building details. A copy shall be provided to the City of College Park.**

**COMMENTS**

- The project is located entirely within the City of Greenbelt and is subject to a Development Agreement between the City of Greenbelt and the Applicant, as well as conditions of approval related to the Conceptual Site Plan. The primary concerns of the City of College Park relate to the requirement for showing a location for a pedestrian overpass on the site plan and the mitigation of the impact of reflective noise on nearby residences of north College Park.
- A revised site plan is anticipated to be submitted by the Applicant prior to the Planning Board public hearing tentatively scheduled for February 25, 2016. Neither the City of Greenbelt nor the Maryland-National Capital Park and Planning Commission have taken a position on the project.

16-G-05

**MOTION:**

**I move to accept an FY16 \$5,000.00 discretionary grant from County Council Member Lehman for use by the City for animal control and welfare programs and to authorize the City Manager to spend the funds for these purposes, which can include support of Trap-Neuter-Release programs for feral cats.**

**DISCUSSION:**

In the fall of 2015, City was invited by Council Member Lehman to apply for a \$5,000 grant for our animal control and welfare programs. We were notified that our grant was approved. The funds are undesignated except that they must be used for animal control and welfare programs.

One unfunded animal welfare issue identified by our Animal Control Officer (ACO) and the Animal Welfare Committee (AWC) is the problem with feral cat colonies. The ACO has identified at least four separate colonies within the City. The AWC would like to be able to work with and promote the services of a non-profit Trap-Neuter-Release (TNR) program to address this issue. We adopt County animal management regulations by reference in the City Code, and apply them in the same manner and use similar protocol. County and City regulations allow the release of captured feral cats if they have had their ears “tipped” to indicate they have been “TNRed”. While the release of feral cats back into a community may not be without objection from some residents, TNR is recognized as an effective way to control the feral cat population.

By this motion the City Manager will be authorized to use these grant funds to support animal control and welfare programs such as TNR.

16-G-06

**MOTION:**

**I move to authorize the City Manager to execute a contract with The Novak Consulting Group in an amount not to exceed \$4,500 to facilitate a one-day Council retreat in February.**

**DISCUSSION:**

Last year the City Council voted to have annual Council retreats with the intention to meet again in January or February of 2016. With a newly installed Council, new City Manager, and the newly adopted Strategic Plan, a Council retreat in February is very timely.

The City Manager contacted several experienced retreat facilitators for proposals. One of the responses was from The Novak Consulting Group. The Council used Catherine Tuck Parrish from The Novak Consulting Group for the 2015 Strategic Planning process. Based on our experience with Ms. Tuck Parrish from that endeavor, and on her unique familiarity with the newly adopted Strategic Plan and with the City in general, she is the ideal candidate to facilitate this retreat.

15-0-07

**MOTION:**

**I move to adopt Ordinance 15-O-07, An Ordinance Of The Mayor And Council Of The City Of College Park, Amending Chapter 11 “Authorities”, Article II, “Airport Authority”, §11-5 “Creation; Members; Compensation; Conflicts Of Interest” And §11-6, “Purpose; Use Of Airport”; Chapter 15 “Boards, Commissions And Committees”, Article II, “College Park Recreation Board”, §15-3, “Membership; Terms” And Article VIII, “Committee For A Better Environment”, §15-34, “Powers And Duties” ; And Chapter 179 “Tree And Landscape Maintenance”, §179-2, “Purpose; Applicability”, §179-5, “Tree And Landscape Board” And §179-6, “Comprehensive Landscape Plan; Costs” To Incorporate Changes Recommended By The Airport Authority, Committee For A Better Environment And The Tree And Landscape Board, To Remove Certain References To Conflicts Of Interest From §11-5, To Set The Membership Of The Recreation Board At Up To Ten Members With The Goal Of Representation From Each District, And To Make Certain Non-Substantive Changes**

**Discussion:**

In 2015, the City Council undertook a comprehensive review of our 17 City-appointed Boards. As part of this process, we met with the Chairs of each Board and reviewed whether any changes were needed to the charge and mission of the Board. Several recommendations resulted from those meetings.

Last November, Council adopted three resolutions to make updates to the Animal Welfare Committee, Education Advisory Committee and Veterans Memorial Committee. The remaining Boards requiring revisions were created by Ordinance and appear in the City Code, so those changes must be enacted by Ordinance. Tonight’s ordinance addresses the changes needed for the Airport Authority, Committee for a Better Environment, Recreation Board and Tree and Landscape Board.

**AN ORDINANCE**  
**OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK,**  
**AMENDING CHAPTER 11 “AUTHORITIES”, ARTICLE II, “AIRPORT AUTHORITY”,**  
**§11-5 “CREATION; MEMBERS; COMPENSATION; CONFLICTS OF INTEREST”**  
**AND §11-6, “PURPOSE; USE OF AIRPORT”; CHAPTER 15 “BOARDS,**  
**COMMISSIONS AND COMMITTEES”, ARTICLE II, “COLLEGE PARK**  
**RECREATION BOARD”, §15-3, “MEMBERSHIP; TERMS” AND ARTICLE VIII,**  
**“COMMITTEE FOR A BETTER ENVIRONMENT”, §15-34, “POWERS AND DUTIES” ;**  
**AND CHAPTER 179 “TREE AND LANDSCAPE MAINTENANCE”, §179-2, “PURPOSE;**  
**APPLICABILITY”, §179-5, “TREE AND LANDSCAPE BOARD” AND §179-6,**  
**“COMPREHENSIVE LANDSCAPE PLAN; COSTS” TO INCORPORATE CHANGES**  
**RECOMMENDED BY THE AIRPORT AUTHORITY, COMMITTEE FOR A BETTER**  
**ENVIRONMENT AND THE TREE AND LANDSCAPE BOARD, TO REMOVE**  
**CERTAIN REFERENCES TO CONFLICTS OF INTEREST FROM §11-5, TO SET THE**  
**MEMBERSHIP OF THE RECREATION BOARD AT UP TO TEN MEMBERS WITH**  
**THE GOAL OF REPRESENTATION FROM EACH DISTRICT, AND TO MAKE**  
**CERTAIN NON-SUBSTANTIVE CHANGES**

**WHEREAS**, pursuant to §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, the City of College Park, Maryland (hereinafter, the “City”) has the power to pass such ordinances as it deems necessary to assure the good government of the municipality, and to protect and preserve the municipality’s property; and

**WHEREAS**, pursuant to this authority, the Mayor and Council by ordinance and resolution have appointed various Authorities, Boards, Commissions and Committees to assist in the good governance of the City; and

**WHEREAS**, the Mayor and Council have engaged in a review of the enabling legislation, activities and recommendations of the Authorities, Boards, Commissions and Committees and have determined that certain changes to the City Code are in the public interest.

**Section 1.** NOW, THEREFORE, BE IT ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland, that Chapter 11 “Authorities”, Article II,

CAPS  
 [Brackets]  
 Asterisks \* \* \*

: Indicate matter added to existing law.

: Indicate matter deleted from law.

: Indicate matter remaining unchanged in existing law but not set forth in Ordinance

“Airport Authority”, §11-5, “Creation; members; compensation; conflicts of interest” of the Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§11-5 Creation; members; compensation; conflicts of interest

A. There is hereby created and established the College Park Airport Authority, hereinafter sometimes referred to as the "Authority," which shall consist of seven members, all of whom shall reside in and be qualified voters of the City of College Park, Maryland. The members shall be appointed by the Mayor and City Council and shall serve ~~[for such a term or terms as decided by said appointing body]~~ FOR A TERM OF THREE YEARS. Vacancies shall be filled by the Mayor and City Council for any unexpired portion of a term. Members of said Authority shall serve without compensation.

B. Members of the Authority shall disclose to the Authority and the Ethics Commission any conflict of interest, as that term is DEFINED IN ~~[understood in the Maryland Common Law and]~~ the College Park Ethics Code, and shall refrain from voting or taking action on any matter concerning which that member has a potential conflict of interest~~[- such as owning all or a portion or share of a flying club aircraft and voting or taking action on the regulation of any flying club or their aircraft that might affect that members' interest or ownership in a financial way. "Conflict of interest" shall refer to a real conflict and not to some insignificant matter such as owning stock in General Motors and voting on the purchase of a motor vehicle.]~~ Clarification and recommendations concerning doubtful situations can be requested [øf] FROM the City’S Ethics Commission.

**Section 2.** **BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland, that Chapter 11 “Authorities”, Article II, “Airport Authority”, §11-6, “Purpose; use of airport” of the Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§11-6 Purpose; use of airport.

A. \* \* \* \*

B. The Authority shall encourage use of the airport as an ONGOING OPERATIONAL AIRPORT AS WELL AS AN historical, recreational and educational center and promote good community relations. It will recommend to the Mayor and Council its findings for action.

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

**Section 3.** **BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland, that Chapter 15 “Boards, Commissions and Committees”, Article II, “College Park Recreation Board”, §15-3, “Membership; terms” of the Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§15-3 Membership; terms.

~~[Effective March 30, 1999, m]~~ Membership on the College Park Recreation Board shall be COMPOSED OF UP TO 10 members~~[: two from each Council district]~~ appointed by the Mayor and Council for three-year terms ~~[and two members nominated by the Mayor and confirmed by the Mayor and Council for three year terms,]~~ WITH A GOAL OF REPRESENTATION FROM EACH DISTRICT.

**Section 4.** **BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland, that Chapter 15 “Boards, Commissions and Committees”, Article VIII, “Committee for a Better Environment”, §15-34, “Powers and duties” of the Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§15-34. Powers and duties.

The Committee shall advise the Mayor and Council on environmental issues affecting the lives of College Park residents and shall initiate and implement [~~beautification~~] SUSTAINABILITY efforts. The duties and responsibilities of the Committee shall be established by resolution of the Mayor and City Council.

**Section 5.** **BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland, that Chapter 179 “Tree and Landscape Maintenance”, §179-2, “Purpose; applicability” of the Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§179-2. Purpose; applicability

A. – B. \* \* \* \*

C. The organizational provisions of this chapter create positions and a Board whose purposes are to:

(1) – (4) \* \* \* \*

(5) Guard [aH] plants against the spread of diseases or pests.

(6) \* \* \* \*

D. When it is in the public interest, the City reserves the right to protect trees on private lands from diseases, pests or destruction [by humans].

**Section 6. BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland, that Chapter 179 “Tree and Landscape Maintenance”, §179-5, “Tree and Landscape Board” of the Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§179-5. Tree and Landscape Board.

A. Board membership and operation.

(1) \* \* \* \*

(2) The Board shall have the following nine voting members: five [citizens] RESIDENTS of the City appointed by the Mayor and Council of the City of College Park, the Chairperson of the Committee for a Better Environment or designee, the City Forester, the Planning, Community and Economic Development Director or designee and the Public Works Director or designee.

(3) The five Board members appointed by the Mayor and Council shall serve staggered, two-year terms. [~~except in the year the Board is established. In the year the Board is established, three appointments shall be for one year and two for two years. Thereafter, all appointments shall be made for two-year terms.~~]

(4) \* \* \* \*

(5) The Board shall choose its own officers, adopt its own rules of procedure, subject to approval of the Mayor and Council, and keep an official record of its meetings and proceedings. A majority of its [appointed] members shall constitute a quorum for the purpose of transacting business.

B. Duties and responsibilities of the Board.

(1) [~~On an annual basis, t~~] The Board shall:

(a) \* \* \* \*

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

- (b) [~~Write~~] REVIEW plans for the selection, installation and maintenance of landscape plantings and removal of questionable trees, shrubs and ground covers on public ways or public areas within the City limits.
  - (c) Present [~~its~~] plans, INCLUDING THE VEGETATION MANAGEMENT PLAN, to the Mayor and Council, which, when accepted and approved by the Mayor and Council, shall constitute the [~~official-comprehensive~~] landscape plan for the City.
  - (d) Oversee the administration of the [~~comprehensive~~] CITY landscape plan.
- (2) – (6) \* \* \* \*

**Section 7. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that, that Chapter 179 “Tree and Landscape Maintenance”, §179-6, “Comprehensive landscape plan; costs” of the Code of the City of College Park be, and is hereby, repealed, re-enacted and amended to read as follows:

§179-6, [~~Comprehensive~~] CITY landscape planS; costs.

- A. The Public Works Director shall be responsible for the installation, maintenance and removal of trees, shrubs and ground covers within the specifications and standards established by the City Forester and the Tree and Landscape Board in accordance with the [~~comprehensive~~] landscape plan.
- B. \* \* \* \*

**Section 8. BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall publish this proposed ordinance or a fair summary thereof in a newspaper having a general circulation in the City of College Park together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council. The public hearing, hereby set for 7:15 P.M. on the 12<sup>th</sup> day of January, 2016, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or

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

special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard. After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. As soon as practicable after adoption, the City Clerk shall have a fair summary of the Ordinance and notice of its adoption published in a newspaper having a general circulation in the City of College Park and available at the City's offices. This Ordinance shall become effective on \_\_\_\_\_, 2016 provided that a fair summary of this Ordinance is published at least once prior to the date of passage and once as soon as practical after the date of passage in a newspaper having general circulation in the City.

**INTRODUCED** by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the 24th day of November 2015.

**ADOPTED** by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**EFFECTIVE** the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ATTEST:**

**CITY OF COLLEGE PARK**

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

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

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

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

16-O-01

**MOTION:**

**I move to introduce Ordinance 16-O-01, An Ordinance of the Mayor and Council of the City of College Park to Amend the Fiscal Year 2016 Operating and Capital Budget of the City of College Park, Maryland (Amendment #2)**

Additional comments:

The public hearing on this budget amendment ordinance will be held on Tuesday, January 26<sup>th</sup> at 7:15 p.m. in the Council Chambers.

## ORDINANCE 16-O-01

### An Ordinance of the Mayor and Council of the City of College Park to Amend the Fiscal Year 2016 Operating and Capital Budget of the City of College Park, Maryland (Amendment #2)

WHEREAS, the Mayor and Council of the City of College Park, Maryland did adopt a budget for the fiscal year beginning July 1, 2015 and ending June 30, 2016 (hereinafter referred to as “Fiscal Year 2016” or “FY2016”) on May 26, 2015 by the enactment of Ordinance 15-O-03; and

WHEREAS, the Mayor and Council of the City of College Park, Maryland did amend the FY2016 adopted budget on November 24, 2015 (Amendment #1) by the enactment of Ordinance 15-O-05; and

WHEREAS, the Mayor and Council of the City of College Park, Maryland desire to amend the FY2016 adopted budget in order to reallocate certain budgeted expenditures, fund certain new staff positions and adjust the interfund transfer to a Capital Improvement Program (“C.I.P.”) project.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of College Park, Maryland, that the budget for fiscal year 2016 be, and hereby is, amended in accordance with the following schedule, with said amendments being indicated by asterisks in the right column. The individual budget amendment changes are itemized in Appendix A, attached hereto and incorporated herein by this reference.

#### General Fund

	<u>Budget as Adjusted</u>	<u>As Amended by this Ordinance</u>
<b>Revenues</b>		
Taxes	\$ 10,900,642	\$ 10,900,642
Licenses & Permits	1,193,935	1,193,935
Intergovernmental	261,772	261,772
Charges for Services	999,078	999,078
Fines & Fees	2,510,600	2,510,600
Miscellaneous Revenues	<u>194,569</u>	<u>194,569</u>
<i>Total Operating Revenues</i>	\$ 16,060,596	\$ 16,060,596
<b>Non-Revenue Receipts</b>		
Interfund Transfer from Parking Debt Service		
Fund	257,392	257,392
Use of Unassigned Reserve	<u>1,500,000</u>	<u>0</u> *

<b>Total Revenues</b>	<b><u>\$ 17,817,988</u></b>	<b><u>\$ 16,317,988</u></b> *
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**Expenditures**

General Government	\$ 4,327,207	\$ 3,102,976 *
Public Services	4,019,776	4,019,776
Planning, Community & Economic Development	664,463	664,463
Youth, Family & Senior Services	1,114,881	1,114,881
Public Works	5,215,750	5,189,981 *
Contingency	10,000	10,000
Debt Service	557,411	557,411
Interfund Transfers to Capital Projects Fund	<u>1,908,500</u>	<u>1,658,500</u> *

<b>Total Expenditures</b>	<b><u>\$ 17,817,988</u></b>	<b><u>\$ 16,317,988</u></b> *
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Parking Debt Service Fund

	<u>Budget as Adjusted</u>	<u>As Amended by this Ordinance</u>
<b>Revenues</b>		
Highways & Streets		
Parking Meter Revenue	\$ 205,000	\$ 205,000
Fines		
Parking Fines Revenue	<u>45,000</u>	<u>45,000</u>
<b>Total Revenues</b>	<b><u>\$ 250,000</u></b>	<b><u>\$ 250,000</u></b>

**Expenditures**

Interfund Transfer to General Fund	<u>\$ 257,392</u>	<u>\$ 257,392</u>
<b>Total Expenditures</b>	<b><u>\$ 257,392</u></b>	<b><u>\$ 257,392</u></b>

BE IT FURTHER ORDAINED that:

1. All matters and facts contained in Ordinances 15-O-03 (original budget adoption) and 15-O-05 (Amendment #1) other than the amendments contained herein shall remain in full force and effect;
2. In addition to the projected General Fund operating revenue of \$16,060,596, the amount of \$0 is appropriated from the unassigned reserve and the sum of \$257,392 is transferred from the Parking Debt Service Fund;
3. This budget amendment Ordinance provides for a reallocation of certain budgeted expenditures, funding for certain new staff positions and an adjustment in the

interfund transfer to the Capital Improvement Program (C.I.P.), as itemized in Appendix A, attached hereto and incorporated herein by this reference. The net result is a \$1,500,000 decrease in the budgeted use of unassigned reserve from \$1,500,000 to \$0; and

4. This Ordinance shall become effective at the expiration of twenty (20) calendar days following its adoption.

AND BE IT FURTHER ORDAINED by the Mayor and Council of the City of College Park, Maryland that, upon introduction of this Ordinance, the City Clerk shall distribute a copy of the same to each council member and shall publish a fair summary of this Ordinance in a newspaper having general circulation in the City, together with a notice setting out the time and place for a public hearing hereon and for its consideration by the Council.

A public hearing will be held on the proposed Ordinance at 7:15 p.m. on the 26th day of January, 2016 in the Council Chambers, City Hall, 4500 Knox Road, College Park, Maryland. The public hearing will be held in connection with a regular Council meeting. All persons interested will have an opportunity to be heard. After the public hearing, the Council may adopt the proposed Ordinance, with or without amendment, by the affirmative vote of at least six (6) members of the Council. It shall become effective twenty (20) days following its adoption. After its adoption, the City Clerk shall have a fair summary of the Ordinance and notice of its adoption published in a newspaper having a general circulation in the City of College Park, and shall have copies of the adopted Ordinance available at City offices.

Introduced on the \_\_\_\_\_ day of January, 2016

Adopted on the \_\_\_\_\_ day of January, 2016

Effective on the \_\_\_\_\_ day of February, 2016

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Patrick L. Wojahn, Mayor

ATTEST:

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Janeen S. Miller, CMC, City Clerk

APPROVED AS TO FORM:

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Suellen M. Ferguson, City Attorney

**CITY OF COLLEGE PARK, MARYLAND**  
**Appendix A to Ordinance 16-O-01**  
**Itemized FY2016 Budget Amendment #2 Changes**

Program	Description	Increase (Decrease)
Revenues- Unassigned Reserve Transfer 399.00	<b>Use of Unassigned Reserve in Adjusted Budget (Amendment #1)</b>	<b>\$ 1,500,000</b>
Gen Govt-Publ Relations-1017	Create a new exempt position entitled "Communications Coordinator" at pay grade 13, and fund for 4 months, including wages and fringe benefits	25,769
Gen Govt- Finance-Non Departmental- 1025	Eliminate FY16 budgeted repayment to the General Fund for the MSRP prior service credit purchase from \$1,250,000 to \$0 as full MSRP prior service credit purchase was accounted for in FY15 financial statements (account 1025-1127).	(1,250,000)
Publ Works- Admin-5010	Eliminate funding for vacant Operations Supervisor position for remaining 4 months of FY16, including wages and fringe benefits, less excess reduction	(26,757)
Publ Works- Admin-5010	Create a new exempt position entitled "Assistant Director, Operations and Facilities" at pay grade 20, and fund for 4 months of FY16, including wages and fringe benefits	39,741
Publ Works- Refuse Mgmt- 5011	Eliminate funding for vacant Crew Chief position for remaining 4 months of FY16 (50% FTE allocation), including wages and fringe benefits	(12,777)
Publ Works- Recycling-5025	Eliminate funding for vacant Crew Chief position for remaining 4 months of FY16 (50% FTE allocation), including wages and fringe benefits	(12,776)
Publ Works-Bldg Maint-5028	Eliminate funding for vacant Custodial Worker position for remaining 4 months of FY16, including wages and fringe benefits	(13,200)
Interfund Transfers-9210	Reduce additional funding for the City Hall Expansion (C.I.P. project 041003) to correct clerical error in adoption of budget Amendment #1	<u>(250,000)</u>
Revenues- Unassigned Reserve Transfer 399.00	<b>Use of Unassigned Reserve in Amended Budget (Amendment #2)</b>	<b><u>\$ 0</u></b>

16-G-07

- I. Appointments to College Park City-University Partnership Subcommittees:**  
Housing and Development - Councilmembers Brennan and Day  
Transportation - Mayor Wojahn and Councilmember Cook  
Education - Councilmembers Day and Dennis  
Public Safety - Councilmembers Kabir and Stullich  
Sustainability - Councilmembers Kujawa and Nagle
- II. Appointments to COG Subcommittees (per attached)**
- III. Appointment of Mayor Wojahn to fill Mayor Fellows vacancy as a Class B Director of the College Park City-University Partnership (term to expire 6-30-17)**
- IV. Appointments to City Boards:**

Mayor Wojahn:

- Reappoint Larry Bleau to the Advisory Planning Commission
- Appoint John Rigg to the Advisory Planning Commission
- Reappoint Gail Kushner to the Ethics Commission

Councilmember Nagle:

- Reappoint Donna Weene and Janis Oppelt to the Committee for a Better Environment

Councilmember Cook:

- Reappoint Doris Davis, Tom Davis and Joe Ruth to the Veterans Memorial Committee

Councilmember Kujawa:

- Appoint Alan Hew to the Committee for a Better Environment

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS  
2016 Solicitation for Appointments: City of College Park**

<b>INDEPENDENT POLICY BOARDS</b>	<b>Current 2015 Appointment</b>	<b>2016 Appointment</b>
<b>COG Board of Directors (1)</b> Meets monthly from 12 noon to 2:00 p.m.	Andrew Fellows <i>Denise Mitchell</i>	Mayor Wojahn <i>Councilmember Dennis</i>
<b>National Capital Region Transportation Planning Board (1)</b> Meets monthly 12 noon to 2:00 p.m.	Patrick Wojahn <i>Denise Mitchell</i>	Councilmember Dennis <i>Councilmember Kabir</i>
<b>Metropolitan Washington Air Quality Committee (1)</b> Meets monthly 12 noon to 2:00 p.m.	Robert Day <i>Monroe Dennis</i>	Robert Day <i>Monroe Dennis</i>
<b>POLICY COMMITTEES</b>	<b>Current 2015 Appointment</b>	<b>2016 Appointment</b>
<b>Region Forward Coalition (1)</b> Meets quarterly dates TBD	Fazlul Kabir <i>Monroe Dennis</i>	Mayor Wojahn <i>Councilmember Nagle</i>
<b>Human Services and Public Safety Policy Committee (1)</b> Meets bi-monthly 12 noon to 2:00 p.m.	Denise Mitchell <i>Patrick Wojahn</i>	(Vacant) <i>Mayor Wojahn</i>
<b>Climate, Energy and Environment Policy Committee (1)</b> Meets bi-monthly 10:00 a.m. to 12:00 p.m.	Fazlul Kabir <i>Denise Mitchell</i>	Councilmember Kabir <i>Councilmember Nagle</i>
<b>Chesapeake Bay and Water Resources Policy Committee (1)</b> Meets bi-monthly 10:00 a.m. to 12:00 p.m.	Andrew Fellows <i>Alan Hew</i>	Councilmember Nagle <i>Councilmember Brennan</i>

Notes: *Alternates are shown in italics.*

**Instructions:**

1. Review current appointments.
2. Refer to the enclosed policy board and committees list for a description of each policy board and committee for which we are requesting an appointment.
3. Appoint or reappoint an elected official for each policy board and committee. Please consider the individual's interest/experience with the committee subject matter, and his/her availability to participate given the noted committee schedule.
4. **Send approved appointments to Laura Ambrosio by January 8, 2016.**  
**Mailing Address: 777 North Capitol Street, N.E., 3<sup>rd</sup> Floor Washington, D.C. 20002**  
**Email: [lambrosio@mwkog.org](mailto:lambrosio@mwkog.org)**  
**Fax: (202)962-3208**

If you have questions please email or call Laura Ambrosio at [lambrosio@mwkog.org](mailto:lambrosio@mwkog.org) or (202)962-3278.