



TUESDAY, NOVEMBER 22, 2016
CITY OF COLLEGE PARK
COUNCIL CHAMBERS
7:30 P.M.

MAYOR AND COUNCIL REGULAR MEETING
AGENDA

(There will be a Worksession and a Closed Session at the end of the meeting)

COLLEGE PARK MISSION STATEMENT

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

- 1. MEDITATION**
- 2. PLEDGE OF ALLEGIANCE:** Led by Councilmember Stulich
- 3. ROLL CALL**
- 4. ANNOUNCEMENTS**
- 5. CITY MANAGER'S REPORT**
- 6. ACKNOWLEDGMENTS**
- 7. PROCLAMATIONS AND AWARDS:**
- 8. AMENDMENTS TO AND APPROVAL OF THE AGENDA**
- 9. PUBLIC COMMENT ON CONSENT AGENDA AND NON-AGENDA ITEMS** - Speakers are asked to provide their name and address for the record, and are given three minutes to address the Council.
- 10. PRESENTATIONS:** 2014-2015 Stormwater Management Report – Sean Williamson, Environmental Finance Center
- 11. PUBLIC HEARINGS**
- 12. CONSENT AGENDA** - Note: Consent Agenda items are routine items of business that are collectively presented for approval through a single motion. A Councilmember may request that an item be pulled from the Consent Agenda and placed under Action Items for separate discussion and action.

16-G-151 Approval of 2017 Council Meeting Schedule

16-G-152 Approval of Minutes: October 18, 2016 Special Session, November 1, 2016 Special Session and November 1, 2016 Worksession.

16-G-153 Approval of the City Manager's Contract

Motion By:
To: Approve
Second:
Aye:
Nay:
Other:

13. ACTION ITEMS

16-G-154 Award of contract, subject to approval by the City Attorney, for the replacement of fire sprinkler system at the Youth and Family Service Building *(will require a super majority)*

Motion By:
To:
Second:
Aye: Nay:
Other:

16-G-143 Award of Contract for Sound Barrier Removal Project to be funded through a state bikeways grant

Motion By:
To:
Second:
Aye: Nay:
Other:

14. MAYOR AND COUNCILMEMBER REPORTS/COMMENTS

15. STUDENT LIAISON’S REPORT/COMMENTS

16. CITY MANAGER’S REPORT/COMMENTS

17. GENERAL COMMENTS FROM THE AUDIENCE

18. ADJOURN

WORKSESSION

- 1. Discussion of community garden and dog park in north College Park (Request of Councilmembers Kabir and Nagle) – Steve Beavers, Community Development Coordinator (15)

CLOSED SESSION

- 1. To discuss the proposal for a business to locate in Prince George’s County; to discuss a negotiating strategy before a contract is awarded; to consult with Counsel on a legal matter

STATUS/INFORMATION REPORTS FOR COUNCIL REVIEW

(None)

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

16-G-151
2017 Council Meeting
Schedule

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



AGENDA ITEM NUMBER 16-G-151

Prepared By: Janeen S. Miller
City Clerk

Meeting Date: 11/22/2016

Presented By: Scott Somers
City Manager

Consent Agenda: Yes

Originating Department: City Clerk's Office

Action Requested: Approval of 2017 Council Meeting Schedule

Strategic Plan Goal: Goal 5: Effective Leadership

Background/Justification:

The 2017 City Council meeting schedule is attached. This draft was circulated by email on October 28.

The Council typically meets the first four Tuesdays of the month. Per City custom, there are two meetings in the months of June, July, August and December instead of four. The attached schedule also shows Wednesday meetings on July 5 (Tuesday is the Fourth of July holiday), August 2 (Tuesday is National Night Out) and November 8 (Tuesday is the City election).

Fiscal Impact:

N/A

Council Options:

- #1: Approve the schedule as shown
- #2: Amend the schedule prior to approval
- #3: Do not approve the schedule

Staff Recommendation:

#1

Recommended Motion:

I move to approve the attached 2017 Council Meeting schedule.

Attachments:

1 – 2017 Council Meeting schedule

2017 Proposed Meeting Schedule

JANUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY						
S	M	T	W	T	F	S
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH						
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26	27	28	29	30	31	

APRIL						
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23	24	25	26	27	28	29
30						

MAY						
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28	29	30	31			

JUNE						
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JULY						
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30	31					

AUGUST						
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27	28	29	30	31		

SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
S	M	T	W	T	F	S
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

-  City Holidays
-  Proposed Meeting
-  National Night Out
-  City Election
-  Four Cities
-  MML
-  Good Neighbor Day
-  Maryland Day
-  Inauguration Day

Holidays and Observances 2017

Friday, January 2, 2017
 Monday, January 16, 2017
 Friday, January 20, 2017
 Monday, February 20, 2017
 Monday, May 29, 2017
 Tuesday, July 4, 2017

New Year's Day
 Martin Luther King, Jr. Day
 Inauguration Day
 President's Day
 Memorial Day
 Independence Day

Monday, September 4, 2017
 Friday, November 10, 2017
 Thursday, November 23, 2017
 Friday, November 24, 2017
 Monday, December 25, 2017

Labor Day
 Veterans Day
 Thanksgiving Day
 Day After Thanksgiving
 Christmas

16-G-152

**Minutes: October
18, 2016 Special
Session, November
1, 2016 Special
Session and
November 1, 2016
Worksession.**

MINUTES
Special Session of the College Park City Council
Tuesday, October 18, 2016
Council Chambers
#1: 7:38 p.m. – 7:40 p.m.
#2: 9:45 p.m. – 9:50 p.m.

PRESENT: Mayor Wojahn; Councilmembers Kabir (arrived at 7:45 p.m.), Nagle, Brennan, Dennis, Stulich (arrived at 7:44 p.m.), Day, Kujawa and Cook.

ABSENT: None.

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

#1: During a regularly scheduled Worksession of the College Park City Council, a motion was made by Councilmember Brennan and seconded by Councilmember Day to enter into a Special Session. The possibility of this special session was listed on the Worksession agenda. With a vote of 6 – 0 – 0, the Council entered Special Session at 7:38 p.m.

Action Item:

16-G-122 Property Use Agreement for Milkboy+Arthouse

Ms. Ferguson said we received confirmation today that the Property Use Agreement that we proposed is acceptable to the applicant.

A motion was made by Councilmember Nagle and seconded by Councilmember Brennan that the City not oppose the issuance of a new Class B (BLX) Beer, Wine and Liquor License for the use of Milkboy College Park, LLC t/a Milkboy & Arthouse, subject to the applicant entering into a Property Use Agreement (PUA) with the City in substantially the form attached; authorize the City Manager to sign the PUA; and authorize staff to testify to the City's position at the BOLC hearing

There were no comments from the audience.

Councilmember Day asked if there was a reason the motion maker said “not oppose” instead of “support” the application. Councilmember Nagle said this application is different than others we have had and there are a lot of unknowns, particularly not having a food to alcohol ratio.

The motion passed 6 – 0 – 0.

Adjourn: A motion was made by Councilmember Dennis and seconded by Councilmember Brennan to adjourn from the Special Session, and with a vote of 6 – 0 – 0, Mayor Wojahn adjourned the Special Session at 7:40 p.m.

#2: During a regularly scheduled Worksession of the College Park City Council, a motion was made by Councilmember Dennis and seconded by Councilmember Day to enter into a Special Session. The possibility of this special session was listed on the Worksession agenda. With a vote of 8 – 0 – 0, the Council entered Special Session at 9:45 p.m.

Action Item:

16-G-130 Approval of a City position that an applicant shall not use City occupancy permits to justify an increase in density on 4210, 4212, 4214 and 4216 Knox Road

Ms. Ferguson said the City received a notice from the Zoning Hearing Examiner's office regarding four of the Knox Box properties that are authorized to have two units, but where a third unit was added in the basement without any building permits or any Use and Occupancy Permits. Through a County procedure, the owner of the four properties has now filed to use the City's Occupancy Permit to try to get the County U&O for three units. We have not seen this before. Staff recommendation is to oppose the use of the City's occupancy permit to justify this increase in density for the County permit.

A motion was made by Councilmember Dennis and seconded by Councilmember Day to oppose applications for Validation of Permits Issued in Error Nos. 14-00000964, 14-00002553, 15-00000961 and 15-00001224, regarding 4210, 4212, 4214, and 4216 Knox Road, owned by Manucher Bahrami, under §27-258 of the Prince George's County Zoning Ordinance, on the basis that the applicant seeks to use City occupancy permits to justify an increase in density on the properties, and to authorize City representatives to appear at the hearing on this matter, now set for October 26, 2016, to present the City's position.

Councilmember Nagle asked how this has gone on for decades and is just now coming to our attention.

Ms. Ferguson said the basement units have been illegal for a long time but that the City has no control over the number of units; the County controls that through the zoning ordinance. The City's Rental Occupancy Permit is based on an inspection for health and safety issues. Our concern is that our permit is being used by another government for purposes other than which it was intended.

Councilmember Cook wondered what the zoning rewrite would have to say about Non-Conforming Uses and asked if we should vote on this now. Mr. Ryan said that 12 – 14 years ago, the City was delegated the responsibility of enforcing the County zoning laws. Since then we have found buildings throughout the city that do not have their County Use and Occupancy Permit and we give them notice to obtain their U&O from the County. Ms. Schum said these can't be certified as a legally Non Conforming Use because that third unit is illegal.

Mayor Wojahn said the hearing date on this application is October 26. Ms. Schum said the new zoning rewrite won't be effective for years.

Councilmember Nagle doesn't see this as a request to increase density; it is a request to correct an error. The existing condition is three units. She doesn't think this will set a precedent or cause any harm.

Councilmember Stulich is concerned about the potential to set a precedent.

The motion passed 6 – 2 – 0 (Councilmembers Cook and Nagle opposed).

Adjourn: A motion was made by Councilmember Brennan and seconded by Councilmember Day to exit from the Special Session, and with a vote of 8 – 0 – 0, Mayor Wojahn adjourned the Special Session at 9:50 p.m.

Janeen S. Miller, CMC
City Clerk

Date
Approved

MINUTES
Special Session of the College Park City Council
Tuesday, November 1, 2016
Council Chambers
10:10 p.m. – 10:14 p.m.

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

ABSENT: None.

ALSO PRESENT: Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Terry Schum, Director of Planning; Bob Ryan, Director of Public Services; Chris Keosian, Student Liaison; Brandon Carroll, Deputy Student Liaison.

During a regularly scheduled Worksession of the College Park City Council, a motion was made by Councilmember Kujawa and seconded by Councilmember Stullich to enter into a Special Session. The possibility of this special session was listed on the Worksession agenda. With a vote of 8 – 0 – 0, the Council entered Special Session at 10:10 p.m.

Action Item:

16-G-138 Award of Contract for Community Survey

A motion was made by Councilmember Stullich and seconded by Councilmember Day to select National Research Center, Inc. of Boulder, Colorado to conduct a resident survey, and authorize the City Manager to sign a contract with NRC in a form acceptable to the City Attorney, in an amount not to exceed \$35,000.

Mr. Somers said that \$30,000 was budgeted for this project. The base price for the survey is \$29,938. The optional comprehensive report is \$3,780. He reviewed the approach and timing for the survey. NRC will provide two presentations to Council. Our goal is that the data collection is completed in time for budget next year. To stay on schedule, Mr. Somers recommends awarding the contract tonight.

Council would like to see more follow-up done by NRC to increase the response rate rather than increasing the sample size. Staff will discuss this with NRC. Council is also interested in providing an on-line companion survey that anyone can complete with the results tabulated separately. This option will also be discussed with NRC.

The motion passed 8– 0 – 0.

Adjourn: A motion was made by Councilmember Kujawa and seconded by Councilmember Brennan to exit from the Special Session, and with a vote of 8 – 0 – 0, Mayor Wojahn adjourned the Special Session at 10:14 p.m.

Janeen S. Miller, CMC
City Clerk

Date
Approved

WORKSESSION MINUTES
College Park City Council
Tuesday, November 1, 2016
Council Chambers
7:30 p.m. – 11:19 p.m.

PRESENT: Mayor Wojahn; Councilmembers Kabir, Nagle, Brennan, Dennis, Stulich, Day, Kujawa (arrived at 7:47 p.m.) and Cook.

ABSENT: None.

ALSO PRESENT: Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen Miller, City Clerk; Suellen Ferguson, City Attorney; Terry Schum, Director of Planning; Bob Ryan, Director of Public Services; Gary Fields, Director of Finance; Peggy Higgins, Director of Youth, Family and Senior Services; Steve Beavers, Community Development Coordinator; Chris Keosian, Student Liaison and Brandon Carroll, Deputy Student Liaison.

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

CITY MANAGER'S REPORT:

- Please RSVP for the PGCMA Legislative Dinner
- 9th Annual Blues Festival
- Update on the modular building at Public Works

APPROVAL OF THE AGENDA: Add discussion of a letter on the Hollywood Post Office (Kabir/Nagle 7 – 0 – 0). Approve as amended (Brennan/Kabir) 7 – 0 – 0.

AGENDA ITEMS:

1 Presentation: Zoning Rewrite Update on Module 3, Guest: Chad Williams, M-NCPPC Staff

Mr. Williams reviewed the attached PowerPoint. The current schedule: approval by County Council anticipated in 2017. Then comes testing the code. It will go live in 2018. Staff will then write a companion "Process Manual." City staff will review with Council at the December Worksession at which time the City will submit comments on Modules 2 and 3.

2 Review of Education Advisory Committee recommendations for public school education grants, Guest: EAC Vice Chair Charlene Mahoney

Review of the threshold of which schools are applicable for grant money: 1) neighborhood school, 2) a school with at least 14 College Park children. Greenbelt Middle School missed the deadline but has since submitted an application that will be reviewed by EAC and perhaps come back to Council. Per past practice, unused funds would transfer to the UMD summer camp scholarship fund. To consent agenda with EAC recommendations.

3 Award of Community Services Grants

Questions about criteria: do they have to be a registered non-profit? How many College Park people have been served by the program? Is it OK for the subcommittee to recommend a higher amount than applied for? Note that the Hold Harmless agreement must be signed by the actual applicant, not the sub-group. Request to make the Lakeland Heritage Community Project a direct grant recipient next year: this should be raised by Council as a budget wish list item. Request to have the

subcommittee review the criteria prior to next year. Grant recommendations to Consent Agenda next week. Subcommittee to return to a future Worksession with clarifications to the criteria.

4 Discussion of the City's legislative agenda, Guest: Leonard Lucchi and Eddie Pounds
Municipal zoning authority. Municipal influence on how the rain tax funds are spent on stormwater management projects. Municipal influence on business permitting. Bond bills should be 1) shovel ready, 2) in the \$50-100,000 range, 3) be a new project, 4) and are favorably viewed when done in conjunction with a nonprofit. Staff recommendations: Complete Streets and Duvall Field.

5 Award of contract for Community Survey
See Special Session Minutes.

6 Purchase of Electric Vehicle Charging Stations in the downtown parking garage – Steve Beavers, Community Development Coordinator:
2 hour maximum instead of 5 hour maximum. Should we charge a fee to the user for the electricity? It is our option, but they have to pay to park in the garage. Consent Agenda. Agreement subject to approval by the City Attorney.

7 Review of Maryland Department of Transportation Draft FY 2017-2022 Consolidated Transportation Program (road show is November 10 at 2:00 p.m.) – Terry Schum, Director of Planning:

- Couldn't find the page with "495 @ US 1 Interchange" which was included last year – will follow up on that project.
 - US 1 – Reiterate full funding of right-of-way and pedestrian safety
 - US 1 – Add Phase 2 design/engineering.
 - Support for bikeways program
 - Support for Purple Line
 - Support for sidewalk
- Letter on Consent Agenda next week.

8 Discussion of revisions to Ordinance 16-O-07 re permit fees in downtown garage (follow up from September 27)

Maintain status quo of 20-25 permits sold to monthly downtown business commuters – leave this to the City Manager's discretion. To agenda next week.

9 Discussion of holiday decoration awards – request of Councilmember Nagle
Civic associations would rate/judge the winners in each district. Winners of the first year could judge the second year contestants. Categories of a district winner and an overall winner. Prizes: recognition in the Municipal Scene, Blue Ribbon, Yard Sign. Contestants would be submitted or nominated. Councilmember Nagle to work with staff on the program publicity.

10 Requests For/Status of Future Agenda items

- Schedule Homeowner's Resource Fund before the budget (Nagle)
- Discuss indigenous people's day in early spring (Nagle)
- Discuss having a policy or process for reviewing all the professional contracts we have on a triennial basis (Nagle)
- Can we help Branchville Volunteer Fire Department with a recruitment video (Kabir)

11 Appointments to Boards and Committees

- Arthur Eaton to VMC

12 Mayor and Councilmember Comments

- Veterans Day
- Get out and vote
- Hollywood Clean up
- CP Metro station manager has been locking the gate before the last train arrives. Follow up with a letter.
- Concern about future potential of icy conditions on the stairs with the escalator work at the CP station
- Good Neighbor Day next April 1 – they have an online project application
- Student Liaison: Looking for a community service project to do downtown next spring.
- Mayor attended induction of law students at Elizabeth Seton, discussed last week’s “Live Smart Eat Local”, attended the opening of the new Anacostia River Trail connection. Direct access now from College Park into DC.

13 City Manager's Comments – None.

ADJOURN Kujawa/Day 11:18 p.m. 8 – 0 – 0.

Janeen S. Miller, CMC
City Clerk

Date
Approved

16-G-153
City Manager's
Contract



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

AGENDA ITEM NUMBER 16-G-153

Prepared By: Scott Somers, City Manager

Meeting Date: November 22, 2016

Presented By: Scott Somers, City Manager

Consent Agenda: Yes

Originating Department: Administration

Action Requested: Consider approval of the City Manager's Employment Agreement

Strategic Plan Goal: Goal 6 - Excellent Services

Background/Justification:

Per previous discussions with the City Council, attached for consideration is a final draft of the City Manager's Employment Agreement. The current Employment Agreement is attached for reference purposes.

Fiscal Impact:

Per current contract provisions, the City Manager received a 2 1/2% cost of living adjustment (COLA) on July 1, 2016. Council authorized a 2 1/2% merit increase to the City Manager during the City Manager's annual performance evaluation on September 27, 2016.

Council Options:

- #1: Approve the City Manager's Employment Agreement as previously discussed with Council.
- #2: Reenter negotiations with the City Manager concerning the Employment Agreement.
- #3: Table decision until a later date.

Staff Recommendation:

#1

Recommended Motion:

I move to approve the City Manager's Employment Agreement.

Attachments:

- 1 - Final Employment Agreement
- 2 - Current Employment Agreement

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of November, 2016 by and between the Mayor and City Council of the City of College Park, a Maryland municipal corporation (hereinafter, the “City”), and Scott T. Somers (hereinafter “City Manager”) as follows:

WHEREAS, the City desires to employ the services of Scott T. Somers as City Manager of the City; and

WHEREAS, it is the desire of the City to establish the terms and conditions of employment for the City Manager; and

WHEREAS, the City Manager desires to accept employment as City Manager of the City, pursuant to the aforesaid terms and conditions of employment.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Duties. The City hereby employs Scott T. Somers as City Manager to perform the functions and duties specified in the City Charter and to perform such other legally permissible and proper duties and functions as the Mayor and City Council shall from time to time assign. The City Manager agrees to accept such employment.

2. Term. This Agreement shall remain in full force and effect from September 28, 2016 until terminated by the City or City Manager as provided in Section 3 of this Agreement.

3. Termination.

a. For the purpose of this Agreement, termination shall occur: 1) When the majority of the Mayor and Council votes to terminate the City Manager in accordance with applicable local laws at a properly posted and duly authorized public meeting; 2) If the City,

citizens or legislature acts to amend any provision of the Charter, Code, or enabling legislation pertaining to the role, powers, duties, authority, or responsibilities of the City Manager's position that substantially changes the form of government, the City Manager shall have the right to declare that such amendments constitute termination; or 3) If the City Manager resigns following an offer to accept resignation, whether formal or informal, by the majority of the Mayor and Council, then the City Manager may declare a termination as of the date of the offer. In the event the City Manager is terminated by the City at such time that the City Manager is willing and able to perform the duties of City Manager, the City shall pay the City Manager severance pay an amount equal to six (6) months of the City Manager's annual salary, payable in accordance with the City's salary payment system. Such payment shall not include other employee benefits except for health care continuation benefits and such other benefits which may be required to be extended as a matter of law. The entitlement set forth in this paragraph shall accrue under the conditions referenced herein and shall be paid without regard to whether the City Manager has secured other comparable employment.

b. In the event of such termination, the City Manager shall be entitled to sixty (60) days notice to that effect.

c. In the event the City Manager is terminated by the City for cause, as defined in this paragraph, the City Manager shall not be entitled to any severance payments. The City shall provide the City Manager with such notice of termination for cause as it deems appropriate, dependent upon the reasons for termination. Cause shall include conviction of a felony, unauthorized conduct which in the sole judgment of the City is detrimental to the City, misuse of City funds, failure to comply with the terms of the City Charter or this Agreement, or insubordination.

d. In the event that the City Manager determines to terminate his employment, the City Manager shall provide the City with sixty (60) days notice of his intention to terminate. The City shall not be required to make any severance payments or provide any benefits whatsoever after the effective date of termination, except as required by law.

4. Salary. The City agrees to pay the City Manager for his services rendered an initial base salary of One Hundred Forty Nine Thousand One Hundred Eighty Nine Dollars (\$149,189) per annum payable in accordance with the City's salary payment procedures applicable to City employees. The City agrees to consider base salary increases in such amounts and to such extent as the City may determine on the basis of an annual salary review, which review shall be conducted prior to City Manager's employment anniversary date, unless a different date is agreed upon by City and City Manager. The review will be conducted in accordance with the performance and evaluation process for the City Manager established pursuant to this Agreement. The City Manager is entitled to the same Cost of Living Increase allocated by the Mayor and Council for department heads during any fiscal year.

5. Automobile. In addition to the City Manager's annual salary, the City will provide a monthly automobile allowance of \$400.00 per month. The City Manager shall be responsible for all costs and expenses related to the use of the automobile, including mileage, gas, oil and maintenance, and shall maintain appropriate liability insurance. The policies shall name the City as an additional insured in connection with any claim or liability which may be asserted as a result of the use of the City Manager's automobile, whether or not in connection with City business. The policy shall contain limits of not less than \$500,000.00 for each personal injury occurrence/aggregate and \$100,000.00 for each property damage occurrence/aggregate. The City shall be provided with copies of Certificates of Insurance. No policy may be canceled, changed,

allowed to lapse or expire without 30 days' prior notice to the City. In any event, the City Manager shall notify the City of such changes in insurance coverage and further shall hold the City harmless from any claims or liability arising from the use of the City Manager's automobile. Insofar as this allowance may be considered an additional benefit to the City Manager, the City Manager shall be solely liable for the payment therefore and shall hold the City harmless for any tax liability incurred by him.

6. Performance Evaluations. The City will evaluate the performance of the City Manager on or before the City Manager's employment anniversary date each year of employment. The City Manager shall be responsible for scheduling the evaluation. This review and evaluation shall follow criteria and procedures determined by the City and City Manager. The parties agree that the primary purpose of such evaluation is to facilitate open and frank discussion, define roles and expectations, identify performance, strengths, and weaknesses, and to provide an opportunity for the City Manager to take affirmative action to address weaknesses and areas needing improvement. In order to establish criteria for review, the Mayor, with approval of the Council, and the City Manager shall create a list of shared objectives which will serve as a general basis for the evaluation.

7. Exclusive Employment. During the term of this Agreement, the City Manager shall be exclusively employed by the City and shall not accept other employment nor become employed by any other employer prior to termination of this Agreement. The term "employed" shall not be construed to include occasional teaching, writing, or military reserve service performed on employee's personal time.

8. Benefits.

a. Unless otherwise provided by Agreement, all provisions of the City Charter, as well as the City's personnel regulations relating to vacation and sick leave, retirement and pension system contribution, holidays, health and life insurance, leave and other fringe benefits, as they now exist or are hereinafter revised, are incorporated in this Agreement and shall apply to the City Manager as they would to other employees of the City. In cases where benefits provided to department heads vary from those provided to other City employees, the City Manager shall be entitled to those benefits available to department heads.

b. The City Manager, as of the date of his appointment, will accrue annual leave at a rate of one hundred ninety-two (192) hours per year, or at the rate of department heads, whichever is greater. The City Manager is entitled to immediate accrual of 5 days of annual and 40 hours of sick leave during the initial term, to be credited against his annual allotment for each category of leave. No cap shall be placed on the number of hours the City Manager may accumulate as annual leave.

c. For each Agreement year, the City will pay a total of up to \$5,000, on a dollar for dollar match, into the City Manager's deferred compensation account. Payment shall be made in 26 installments, to coincide with the City payroll schedule.

9. Professional Development. The City agrees to budget for and to pay the travel and subsistence expenses of the City Manager for professional and office travel, meetings and occasions adequate to continue the professional development of the City Manager and to adequately pursue necessary official and other functions for the employer, including but not limited to the annual conference of the International City/County Management Association.

10 Dues and Subscriptions. The City agrees to budget and to pay reasonable amounts for the International City/County Management Association professional dues and subscriptions for the City Manager and for such other dues and subscriptions as may be determined by the City to be desirable for the City Manager's continued professional participation, growth, and advancement, and for the good of the City.

11. Residency. The City Manager agrees that during his employment pursuant to this Agreement, the City Manager shall take up residence and continue to reside within the incorporated limits of the City of College Park.

12. General Provisions.

a. This Agreement shall constitute the entire understanding between the parties and shall supersede all agreements, oral or otherwise, that may exist between the parties. This Agreement shall not be amended except in writing by the mutual consent of the parties.

b. This Agreement may not be assigned by the City Manager and shall be binding upon and inure to the benefit of the heirs at law and personal representatives of the City Manager.

c. 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.

d. Notices required to be given under this Agreement shall be given in writing or by electronic mail to the City c/o the Mayor or to the City Manager at his College Park residence.

e. This Agreement shall be interpreted in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the Mayor and City Council of the City of College Park have caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by the City Clerk, and City Manager has signed and executed this Agreement both in duplicate this date.

WITNESS/ATTEST

CITY MANAGER

Janeen S. Miller, CMC, City Clerk

Scott T. Somers

WITNESS/ATTEST:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Patrick L. Wojahn,
Mayor

APPROVED AS TO LEGAL
SUFFICIENCY:

By: _____
Suellen M. Ferguson, City Attorney

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of August, 2015 by and between the Mayor and City Council of the City of College Park, a Maryland municipal corporation (hereinafter, the “City”), and Scott T. Somers (hereinafter “City Manager”) as follows:

WHEREAS, the City desires to employ the services of Scott T. Somers as City Manager of the City; and

WHEREAS, it is the desire of the City to establish the terms and conditions of employment for the City Manager; and

WHEREAS, the City Manager desires to accept employment as City Manager of the City, pursuant to the aforesaid terms and conditions of employment.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Duties. The City hereby employs Scott T. Somers as City Manager to perform the functions and duties specified in the City Charter and to perform such other legally permissible and proper duties and functions as the Mayor and City Council shall from time to time assign.

The City Manager agrees to accept such employment.

2. Term. The City Manager shall be employed by the City for an initial term of one (1) year, commencing September 28, 2015. Not less than sixty (60) days, nor more than ninety (90) days, prior to the end of the initial term of this Agreement, the City shall have the option to extend this Agreement for additional one year terms. In any event, this Agreement shall terminate at the end of the initial term or any extension thereof, whichever comes later, unless

further extended by written agreement between the parties as provided in Section 3(e). It is the understanding of the parties that the City Manager is to be considered an employee at will of the City and termination of the City Manager's employment during the initial term of this Agreement shall be governed exclusively by the provisions set forth in paragraph 3 of this Agreement.

3. Termination.

a. In the event the City Manager is terminated by the City during the initial term of this Agreement, or during any additional term, or in the event the City does not extend this Agreement at the end of the initial one year term, at such time that the City Manager is willing and able to perform the duties of City Manager, the City shall pay the City Manager severance pay in an amount equal to six (6) months of the City Manager's annual salary, payable in accordance with the City's salary payment system. Such payment shall not include other employee benefits except for basic health care continuation benefits and such other benefits which may be required to be extended as a matter of law. The entitlement set forth in this paragraph shall accrue under the conditions referenced herein and shall be paid without regard to whether the City Manager has secured other comparable employment.

b. In the event of such termination, the City Manager shall be entitled to sixty (60) days notice to that effect.

c. In the event the City Manager is terminated by the City for cause, as defined in this paragraph, the City Manager shall not be entitled to any severance payments. The City shall provide the City Manager with such notice of termination for cause as it deems appropriate, dependent upon the reasons for termination. Cause shall include conviction of a felony or other crime of moral turpitude, unauthorized conduct which in the sole judgment of the City is

detrimental to the City, misuse of City funds, failure to comply with the terms of the City Charter or this Agreement, or insubordination.

d. In the event that the City Manager determines to terminate his employment during the initial term of this Agreement, or during any additional term, the City Manager shall provide the City with sixty (60) days' notice of his intention to terminate. The City shall not be required to make any severance payments or provide any benefits whatsoever after the effective date of termination, except as required by law.

e. Not more than ninety (90) days nor less than sixty (60) days prior to the conclusion of the term of this Agreement, including any extensions thereof, either party shall advise the other of the intention to extend the Agreement, or to conclude the Agreement by allowing it to expire at the end of the term. The determination by the City of whether to extend or conclude any term of this Agreement shall be made by a vote of the Council. In the event the parties are in the course of negotiation at the conclusion of any term, all provisions of this Agreement then applicable to the City Manager's employment shall remain in full force and effect until the conclusion of negotiations.

4. Salary. The City agrees to pay the City Manager for his services rendered an initial base salary of One Hundred Forty-two Thousand Dollars (\$142,000) per annum payable in accordance with the City's salary payment procedures applicable to City employees. The City agrees to consider base salary increases in such amounts and to such extent as the City may determine on the basis of an annual salary review, which review shall be conducted prior to September 20 of each year during the term of this Agreement and any extensions thereof. The review will be conducted in accordance with the performance and evaluation process for the City Manager established pursuant to this Agreement. The City Manager is entitled to the same Cost

of Living Increase allocated by the Mayor and Council for department heads during any fiscal year.

5. Automobile. In addition to the City Manager's annual salary, the City will provide a monthly automobile allowance of \$400.00 per month. The City Manager shall be responsible for all costs and expenses related to the use of the automobile, including mileage, gas, oil and maintenance, and shall maintain appropriate liability insurance. The policies shall name the City as an additional insured in connection with any claim or liability which may be asserted as a result of the use of the City Manager's automobile, whether or not in connection with City business. The policy shall contain limits of not less than \$500,000.00 for each personal injury occurrence/aggregate and \$100,000.00 for each property damage occurrence/aggregate. The City shall be provided with copies of Certificates of Insurance. No policy may be canceled, changed, allowed to lapse or expire without 30 days' prior notice to the City. In any event, the City Manager shall notify the City of such changes in insurance coverage and further shall hold the City harmless from any claims or liability arising from the use of the City Manager's automobile. Insofar as this allowance may be considered an additional benefit to the City Manager, the City Manager shall be solely liable for the payment therefore and shall hold the City harmless for any tax liability incurred by him.

6. Performance Evaluations. The City will evaluate the performance of the City Manager on or before September 10, 2016 and at least annually thereafter. The City Manager shall be responsible for scheduling the evaluation. This review and evaluation shall follow criteria and procedures determined by the City. The parties agree that the primary purpose of such evaluation is to facilitate open and frank discussion, define roles and expectations, identify performance, strengths, and weaknesses, and to provide an opportunity for the City Manager to

take affirmative action to address weaknesses and areas needing improvement. In order to establish criteria for review, the Mayor, with approval of the Council, and the City Manager shall create a list of shared objectives which will serve as a general basis for the evaluation.

7. Exclusive Employment. During the term of this Agreement, the City Manager shall be exclusively employed by the City and shall not accept other employment nor become employed by any other employer prior to termination of this Agreement. The term “employed” shall not be construed to include occasional teaching, writing, or military reserve service performed on employee’s personal time.

8. Benefits.

a. Unless otherwise provided by Agreement, all provisions of the City Charter, as well as the City’s personnel regulations relating to vacation and sick leave, retirement and pension system contribution, holidays, health and life insurance, leave and other fringe benefits, as they now exist or are hereinafter revised, are incorporated in this Agreement and shall apply to the City Manager as they would to other employees of the City. In cases where benefits provided to department heads vary from those provided to other City employees, the City Manager shall be entitled to those benefits available to department heads.

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a dollar for dollar match, into the City Manager's deferred compensation account. Payment shall be made in 26 installments, to coincide with the City payroll schedule.

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11. Residency. The City Manager agrees that during his employment pursuant to this Agreement, the City Manager shall take up residence and continue to reside within the incorporated limits of the City of College Park.

12. Relocation Expenses. The City Manager is entitled to reimbursement for moving expenses. The City Manager shall obtain three estimates from reputable moving companies for packing, moving and unpacking household goods and shall be reimbursed based on the lowest price. The City Manager is entitled to reimbursement for two round trips for himself and his partner from his current residence to the City in order to locate housing within the City and up to four days in a hotel for lodging during the search; and reimbursement for driving to the City when relocating from his current residence. In the event the City Manager is unable to secure permanent housing prior to beginning work under this Agreement, he is entitled to up to three

months temporary living expenses of up to \$1500.00 per month. In the event the City Manager voluntarily terminates or is terminated for cause within initial term, he shall repay the City any expenses reimbursed under this paragraph within six months of termination.

13. General Provisions.

a. This Agreement shall constitute the entire understanding between the parties and shall supersede all agreements, oral or otherwise, that may exist between the parties. This Agreement shall not be amended except in writing by the mutual consent of the parties.

b. This Agreement may not be assigned by the City Manager and shall be binding upon and inure to the benefit of the heirs at law and personal representatives of the City Manager.

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d. Notices required to be given under this Agreement shall be given in writing or by electronic mail to the City c/o the Mayor or to the City Manager at his College Park residence.

e. This Agreement shall be interpreted in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the Mayor and City Council of the City of College Park have caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by the City Clerk, and City Manager has signed and executed this Agreement both in duplicate this date.

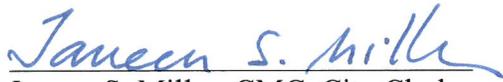
WITNESS:



Scott T. Somers

WITNESS/ATTEST:

CITY OF COLLEGE PARK,
MARYLAND



Janeen S. Miller, CMC, City Clerk

By: 

Andrew M. Fellows
Mayor

APPROVED AS TO LEGAL SUFFICIENCY:

By: 
Suellen M. Ferguson, City Attorney

16-G-154

**Award of contract,
Replacement of Fire
Sprinkler System at
the Youth and Family
Service Building**

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



AGENDA ITEM NUMBER: 16-G-154

Prepared By: Robert T. Stumpff
Director of Public Works

Meeting Date: 11/22/2016

Presented By: Robert T. Stumpff
and Robert Marsili

Consent Agenda: No

Originating Department: Public Works

Action Requested: Award of contract, subject to approval by the City Attorney, for the replacement of fire sprinkler system at the Youth and Family Service Building (will require a super majority.) (This will require a budget amendment that we will bring back to Council in the future.)

Strategic Plan Goal: Goal 4: Quality Infrastructure

Background/Justification:

The Youth & Family Services (YFS) Building located at 4912 Nantucket Road, College Park, Maryland was constructed in 1995 and no major alterations have been undertaken since it was built. Virtually all elements of the building are approximately 21 years old. The building is constructed as a 1-story, slab-on-grade, wood framed structure with brick veneer extending from the foundation to the eaves. The building currently has several major capital projects planned. The building is in need of a roof which is currently advertised for bid. The city also has a grant from the Maryland Energy Administration to allow for a solar photovoltaic system to be installed after the new roof is installed.

On October 12, 2016 at around 5:45 a.m. the Department of Public Works (DPW) was notified by Peggy Higgins, YFS Director, regarding a fire alarm and failed pipe that caused flooding the Youth and Family Services building. DPW quickly investigated and arrived on the scene by 6:30 a.m. Staff found a 4" main line Schedule 10 steel pipe in the ceiling area had failed and the Fire Department had shut down the sprinkler system from the main valve. This line was concealed above a finished sheet rock ceiling as are most of the main lines for the sprinkler system in this building.

Strickland Fire Protection Service, the City's contractor that maintains the dry sprinkler system in the facility, was contacted for emergency response. They arrived and investigated the failed pipe. It was determined that the pipe had deteriorated to the point that a pin hole developed over time and eventually failed, and caused the system to activate causing the flood. (See photos attached.)

There were two sections of pipe that Strickland found had failed. The initial location, and after removing a section of the ceiling, additional areas of deterioration were found in the main 4" sprinkler pipe in the building. It was also noted that sprinkler heads were clogged with corrosion. In summary, after having the system checked by two separate sprinkler companies, it is recommended that the entire piping system, including all sprinkler heads and piping, be removed and replaced.

Strickland's estimated cost to remove and replace the old dry system is \$66,840.00. This includes all pipe replaced, dry wall repaired and complete testing of the new system with Schedule 40 pipe which will last twice as long as Schedule 10 pipe. An additional proposal is being prepared by Livingston Fire Protection.

These types of failures have become common place in many dry systems that are over 15 years old. Corrosion flourishes in dry systems because the system never dries out 100%. Trapped water from typical hydrostatic testing, combined with constant humid air supplied by the air compressor creates a perfect environment for the corrosion. Pipes develop pin holes and then can totally fail causing the sprinkler system to activate.

Fiscal Impact:

The replacement of this sprinkler system was not budgeted for this fiscal year. The \$66,840.00 expenditure should come from the Facilities Capital Reserve CIP account. "This project (account) was established by FY'99 to provide funding for future expenditures relating to major maintenance and repairs of city-owned buildings', including City Hall, Public Services, Youth and Family Services, Calvert Road School, Old Parish House, Davis Hall and surrounding structures." Repair and cleanup costs totaled approximately \$45,000. Insurance covered total costs minus a \$1,000 deductible.

Council Options:

- #1: Award a contract, subject to approval by the City Attorney, for the replacement of the fire sprinkler system at the Youth and Family Service Building an amount not to exceed \$70,000, authorizing the City Manager to sign.
- #2: Elect to not award a contract for necessary repairs and replacement at this time, recognizing that the current system will fail again in the future and cause damage to the building which may not be reimbursable by insurance.

Staff Recommendation:

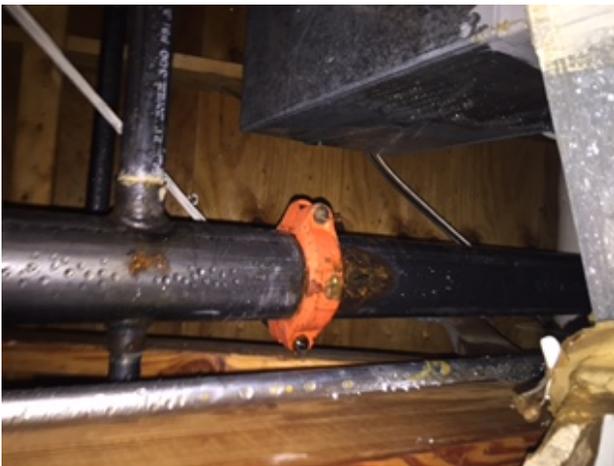
Option #1

Recommended Motion:

I move to award a contract, subject to approval by the City Attorney, for the replacement of the fire sprinkler system at the Youth and Family Service Building an amount not to exceed \$70,000, authorizing the City Manager to sign.

Attachments:

Two photos of pipes and 4 slides



Corrosion flourishes in Dry and Pre-action systems because they are NEVER 100% DRY.

Trapped water from hydrostatic testing, combined with humid air supplied constantly by the air compressor creates a perfect storm.



Dry Systems



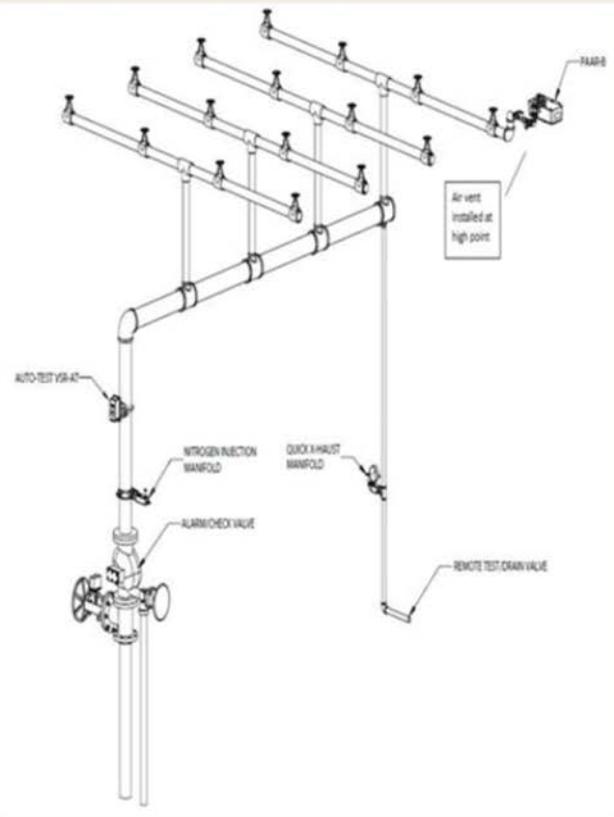
Localized Corrosion=Quick Failures



Galvanized Schedule 40 after only 3 1/2 years



Galvanized Schedule 10 after only 18 months



Dry sprinkler system with pinhole leaks.

16-G-143

**Award of Contract for
Sound Barrier
Removal**



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

AGENDA ITEM NUMBER 16-G-143

Prepared By: Steven Halpern, City Engineer **Meeting Date:** November 22, 2016

Presented By: Steven Halpern **Consent Agenda:** Yes

Originating Department: Engineering

Action Requested: Award Contract CP-17-02 Sound Barrier Removal and Bike Trail Extension to Highway and Safety Services of Gaithersburg, MD in an amount of \$110,930 and authorize the City Manager to sign the contract.

Strategic Plan Goal: Goal 4: Quality Infrastructure

Background/Justification:

The Department of Engineering advertised a construction contract for the purpose of selecting a qualified construction contractor to perform the removal of 10 sections of sound barrier wall and extension of the existing bike trail on the south side of Campus drive at Rhode Island Avenue.

On Wednesday October 26, 2016, at 2:00 p.m. sealed bids were opened for the CP-17-02 Sound Barrier Removal and Bike Trail Extension project. Three (3) bids were received. The following are the bidders and their respective bids:

<u>Bidder</u>	<u>Bid Price</u>
Highway and Safety Services, Gaithersburg, MD	\$110,930.00
Old Line Construction , Inc. Huntington, MD	\$153,320.00
Fort Myer Construction Co., Washington, DC	\$190,546.00

All bids were reviewed for compliance with project documentation and their units prices were checked for mistakes.

The lowest bid was 23% over the grant amount for this project. City staff asked the apparent low bid contractor to value engineer the project to bring it within budget and they determined that if they only remove 6 of the 10 sound wall panels the cost would be \$91,630.00. City Staff, however, recommends removal of all 10 panels in order to complete the project as it was originally intended. \$20,930 in additional funds may be allocated from Fund 301 MD Undesignated CIP Reserve with the Complete Streets Project to cover the total project cost of \$110,930.

References provided by the apparent low qualified bidder were checked by staff and found to be good.

Fiscal Impact:

Funding source:

Fund 301 MD Dept of Transportation Bikeways grant \$90,000

Fund 301 MD Undesignated CIP Reserve within Complete Streets Project:\$20,930

Council Options:

#1: Award Contract CP-17-02 Sound Barrier Removal and Bike Trail Extension to Highway and Safety Services of Gaithersburg, MD in an amount of \$110,930 to remove 10 panel and authorize the City Manager to sign the contract.

#2: Award Contract CP-17-02 Sound Barrier Removal and Bike Trail Extension to Highway and Safety Services of Gaithersburg, MD in an amount of \$91,630 to remove 6 panels and authorize the City Manager to sign the contract.

#3: Reject all bids and rebid project.

#4: Reject all bids and defer project.

Staff Recommendation:

Option #1

Recommended Motion:

I move to award Contract CP-17-02 Sound Barrier Removal and Bike Trail Extension to Highway and Safety Services of Gaithersburg, MD in an amount of \$110,930 to remove 10 panel and authorize the City Manager to sign the contract.

Attachments:

1. Bid Tabulation

Bid Tabulation
Concrete Sound Barrier Removal and Bike Trail Extension, RFP CP-17-02

ITEM NO	ITEM DESCRIPTION	UNIT	APPROXIMATE QUANTITY	Highway and Safety Services		Old Line Construction		Fort Myer Construction	
				UNIT PRICE Dollars.Cents	AMOUNT Dollars.Cents	UNIT PRICE Dollars.Cents	AMOUNT Dollars.Cents	UNIT PRICE Dollars.Cents	AMOUNT Dollars.Cents
100	Removal of Existing Structure	LS	1	\$78,000.00	\$78,000.00	\$95,000.00	\$95,000.00	\$48,000.00	\$48,000.00
101	Metal Traffic Barrier W-Beam	LF	72	\$65.00	\$4,680.00	\$150.00	\$10,800.00	\$48.00	\$3,456.00
102	Type C End Treatment	EA	1	\$1,800.00	\$1,800.00	\$5,000.00	\$5,000.00	\$4,200.00	\$4,200.00
103	Type K End Treatment	EA	1	\$4,800.00	\$4,800.00	\$3,000.00	\$3,000.00	\$1,200.00	\$1,200.00
104	Excavating and Grading	LS	1	\$15,000.00	\$15,000.00	\$33,000.00	\$33,000.00	\$115,000.00	\$115,000.00
105	4-inch Graded Aggregate Base course	SY	62	\$35.00	\$2,170.00	\$60.00	\$3,720.00	\$98.00	\$6,076.00
106	4-inch Hot Mix Asphalt 9.5MM PG 64-22 Low ESAL's	SY	14	\$320.00	\$4,480.00	\$200.00	\$2,800.00	\$901.00	\$12,614.00
	Total Bid				\$110,930.00		\$153,320.00		\$190,546.00

Discussion of community garden and dog park in north College Park



CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM

Prepared By: Steve Beavers
Community Development Coordinator

Meeting Date: November 22, 2016

Presented By: Steve Beavers

Proposed Consent Agenda: No

Originating Department: Planning, Community and Economic Development

Issue Before Council: North College Park Community Garden

Strategic Plan Goal: Goal 2: Environmental Sustainability

Background/Justification:

Background

North College Park residents have expressed interest in establishing a community garden in their neighborhood. A potential location has been identified in the Hollywood Commercial District at 9900 Rhode Island Avenue. A Councilmember reached out to the property owner who appears willing to allow a garden to be created in that area. Potentially, the owner may also allow gardeners to make use of a water spigot on the building if the City will provide reimbursement for garden water usage costs.

Site Details

There is a flat, grassy area behind the building on that site where garden plots could be created. Approximately 15-20 plots could fit using the same type of 4' x 10' raised bed garden plots created for the Old Town community garden. (A site concept is provided as an attachment). For this garden, staff proposes connecting three plots together, separated into 5 rows and providing 3' walkways between them to comfortably fit 15 shade-free plots on that site. The site could possibly accommodate up to 20 plots while maintaining 3' wide walkways and avoiding deeply-shaded areas.

Memorandum of Understanding

Staff and the City Attorney will need to develop a MOU for the property owner since this site is private property.

Estimated Costs for Planting Beds:

Table with 2 columns: Item, Cost. Includes Lumber and fasteners per plot (\$44), High-quality topsoil per plot (\$43), Total per plot (\$87 x 15 plots = \$1,305; x 20 plots = \$1,740).

Estimated Costs for Water Usage:

Recommended water usage is about 1 gallon per square foot of planting bed per week. 15 plots x 40 sq ft would be 600 sq ft x 4 weeks = approximately 2,400 gallons per month. 20 plots x 40 sq ft would be 800 sq ft x 4 weeks = approximately 3,200 gallons per month. Water costs for 7 months of prime gardening season would be roughly \$350-\$500. There are water meters that attach to spigots. High-quality models cost around \$300.

Fiscal Impact:

Funding could potentially come from the City's Sustainability Initiatives CIP.

Table with 2 columns: Item, Cost. Includes Garden Plots (\$1740), Water Usage (\$ 500), Water Meter (\$ 300), Welcome Sign (\$ 100), Total (\$ 2640).

Council Options:

- #1. Authorize staff and City Attorney to pursue a MOU with the property owner of this site for the purpose of establishing a North College Park community garden.
- #2. Identify an alternate site for a North College Park Community Garden.
- #3. Defer any action at this time.

Staff Recommendation:

N/A – Preliminary Council Discussion

Recommended Motion:

N/A – Preliminary Council Discussion

Attachments:

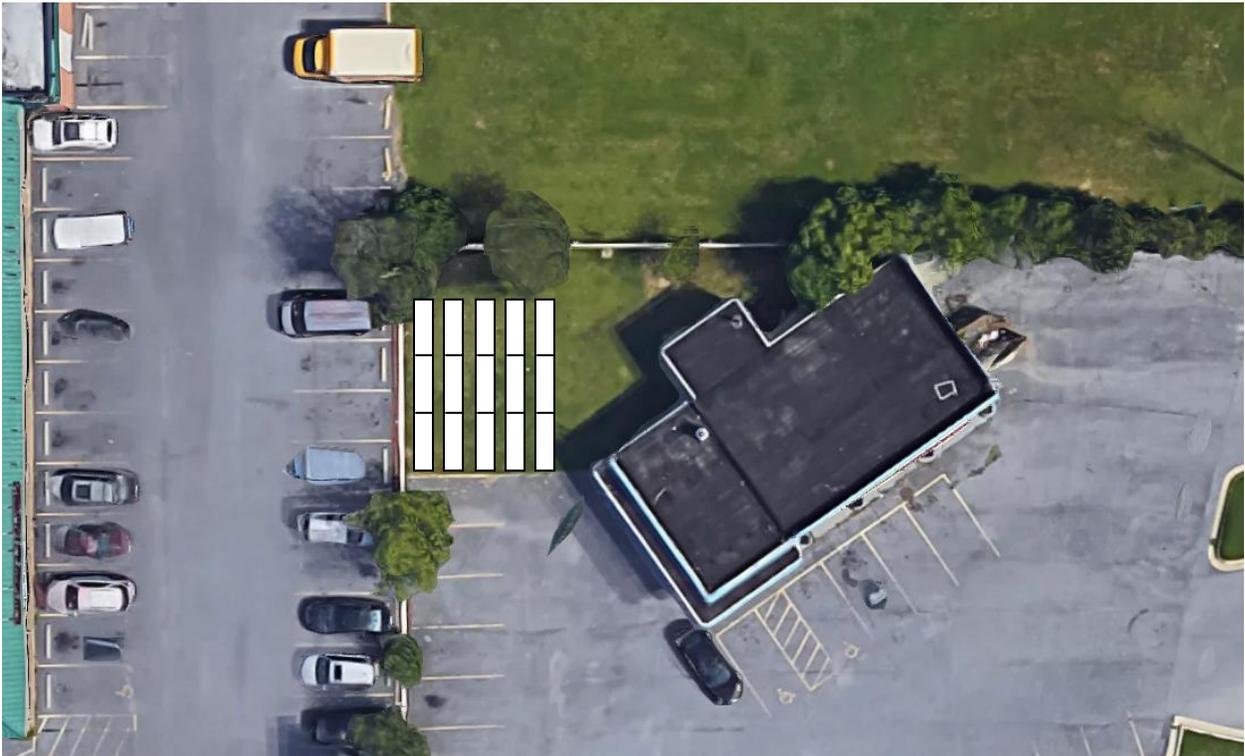
1. Proposed North College Park Community Garden Site Concept

Attachment 1

North College Park Community Garden

9900 Rhode Island Ave

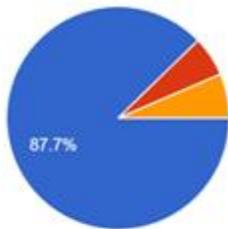
Site Concept



Approximately 40' x 30' relatively shade-free area could hold an estimated 15 - 4'x10' raised garden plots with 3' walkways.

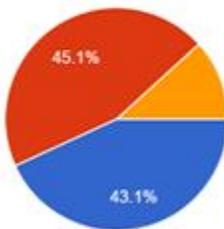
Community Garden

Do you support having a community garden in north College Park?



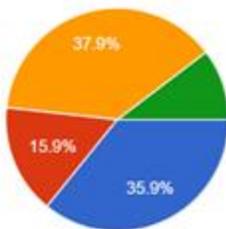
Yes	136	87.7%
No	9	5.8%
Not at this time	10	6.5%

Would you make use of a community garden in north College Park?



Yes	66	43.1%
No	69	45.1%
Other	18	11.8%

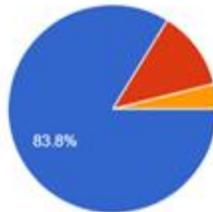
Which of the following locations do you think is the best location for a community garden?



Triangle Lot- corners of 52nd Ave and Narragansett Pkwy	52	35.9%
Portion of Davis Field	23	15.9%
Lot Across from Youth, Family and Senior Services Building	55	37.9%
Other	15	10.3%

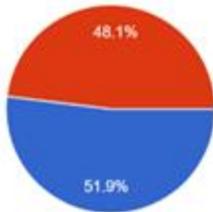
Dog Park

Would you support a dog park in north College Park?



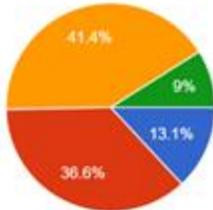
Yes	129	83.8%
No	19	12.3%
Not at this time	6	3.9%

Would you make use of a dog park in north College Park?



Yes	80	51.9%
No	74	48.1%

Which of the following locations do you think would make the best dog park?



Portion of Davis Field- near the end of Kenesaw Street	19	13.1%
Undeveloped parcel just south of Davis Hall (along entrance to Stone Industrial)	53	36.6%
Portion of Hollywood Park	60	41.4%
Other	13	9%