



**TUESDAY, MAY 3, 2016**  
**CITY OF COLLEGE PARK**  
**COUNCIL CHAMBERS**

**WORKSESSION AGENDA**  
**7:30 P.M.**

**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.

Time	Item	Staff/Council
7:30	Call to Order	
	City Manager's Report	
	Amendments to and Approval of the Agenda	
<b>Discussion Items</b>		
7:35	1 Discussion of an amendment to the Property Use Agreement with Fishnet (Class B, Beer and Wine License), 5010 Berwyn Road, College Park, Maryland 20740, for a Growler Permit. Guest: Ferhat Yalcin (15)	Bob Ryan, Director of Public Services
7:50	2 Discussion of security cameras City-wide Guests: Stewart Witt, Tania Mancilla, and Damon Whitlow, Hitachi (30)	Bob Ryan, Director of Public Services
8:20	3 Discussion of permit parking survey results near the Metropolitan development (now called The Boulevard at 9091) (20)	Jim Miller, Parking Enforcement Manager
8:40	4 Award of Contract for Compensation Study (10)	Jill Clements, Director of Human Resources
8:50	5 Discussion of Hollywood Gateway Park project (20)	Terry Schum, Director of Planning
9:10	6 Discussion on Calvert Hills Community Garden and approval of an agreement with WMATA (20)	Steve Beavers, Community Development Coordinator and Suellen Ferguson, City Attorney
9:30	7 Proposed amendments to City Code Chapters 15, 110, 125, and 157 to clarify sidewalk snow removal requirements, update Chapter 157, create a separate Chapter 115 to	Suellen Ferguson, City Attorney and Bob Ryan, Director of Public Services

		consolidate fire safety laws from Chapters 125 and 157, provide for a fine and make conforming changes (20)	
9:50	8	Requests For/Status of Future Agenda items	Scott Somers, City Manager
9:55	9	Appointments to Boards and Committees	Mayor and Council
10:00	10	Mayor and Councilmember Comments	Mayor and Council
10:05	11	City Manager's Comments	Scott Somers, City Manager

**This agenda is subject to change. Item times are estimates only. 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 and describe the assistance that is necessary. City Clerk's Office: 240-487-3501**

# 1.

## Fishnet

### PUA



**CITY OF COLLEGE PARK, MARYLAND  
WORKSESSION AGENDA ITEM**

**Meeting Date:** May 3, 2016

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

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

**Originating Department:** Public Services

**Issue Before Council:** Approval of an Amendment to the Property Use Agreement with Fishnet Restaurant, LLC, t/a Fishnet and Kahve (Class B, Beer and Wine License), 5010 Berwyn Road, College Park, Maryland 20740, for a Refillable Container (Growler) Permit

**Strategic Plan Goal:** Goal #3 High Quality Development and Reinvestment

**Background/Justification:**

Ferhat Yalcin, Managing Member of Fishnet Restaurant, LLC, has applied to the Board of License Commissioners (BOLC) for a Refillable Container Permit. BOLC Rule # 80 allows for a permit for Refillable Containers (Growlers). The BOLC Rule is attached. A public hearing for licensed premises without a current off sale license privilege must be held before this permit can be issued. A BOLC hearing has been scheduled for 7:00 p.m., May 11, 2016 in the BOLC hearing room, Room 410, 9200 Basil Court, Largo, MD.

An amendment to the existing Property Use Agreement (PUA) between the City and Fishnet would be required for the City to support the refillable container permit. The City Attorney and Public Services Director met with Mr. Yalcin to discuss this amendment. A draft Amended PUA is attached for Council consideration. Mr. Yalcin will attend the Council worksession to discuss his application and changes to his business plan to sell refillable containers.

**Fiscal Impact:**

There is no anticipated fiscal impact to the City.

**Council Options:**

- #1: Approve the draft Amended PUA as proposed and support the refillable container permit.
- #2: Approve the draft Amended PUA with changes and support the refillable container permit.
- #3: Oppose the refillable container permit.
- #4: Take no action.

**Staff Recommendation:**

#1

**Recommended Motion:**

*I move that the City Council support the issue of a refillable container permit to t/a Fishnet Restaurant, LLC, subject to the applicant entering into an Amended Property Use Agreement between the City and Mr. Ferhat Yalcin, Managing Member, in substantially the form as attached; authorize the City manager to sign the Amended PUA; and, authorize staff to testify to the Council's position at the BOLC hearing.*

**Attachments:**

- 1. BOLC Notice of Public Hearing
- 2. BOLC Rule R.R.No.80
- 3. Fishnet Refillable Container Application
- 4. Draft Amended PUA

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN: That the following establishments have filed for a Growler Permit pursuant to Article 2B of the Annotated Code of Maryland:

**t/a Fishnet  
Class B, Beer and Wine License  
5010 Berwyn Road  
College Park, Maryland 20740**

A Public Hearing will be held on:

**May 11, 2016  
7:00 p.m.  
9200 Basil Court  
Room 410  
Largo, Maryland 20774**

Testimony either for or against the request will be accepted at the public hearing. Additional information can be obtained by contacting the Board's Office at 301-583-9980.

**BOARD OF LICENSE COMMISSIONERS  
(LIQUOR CONTROL BOARD)**

Attest:  
David D. Son  
Director  
April 8, 2016

## **R.R. NO. 80 – REFILLABLE CONTAINERS PERMIT (GROWLER):**

This rule establishes a Refillable Containers Permit (Growlers). This permit authorizes the holder to provide for sale draft beer in an approved refillable container to be consumed off the licensed premises. In order to apply for a Refillable Container Permit, a licensee shall file an application with the Board of License Commissioners.

Licensed premises holding an off sale privilege may, at the discretion of the Board, be issued a license administratively upon payment of the Growler Permit Fee. Licensed premises without an off sale privilege are subject to a public hearing. An applicant shall file the application with the advertisement fee. Upon receipt of the application the Board will schedule a Public Hearing.

Applications filed by licensed premises with an off sale privilege may be scheduled for a public hearing at the discretion of the Board.

The annual fee for the permit is \$500. The application for the refillable container permit will be accepted annually with the renewal of the alcoholic beverage license.

Draft beer shall be offered for sale in an approved container of not less than 32 ounces and not more than 128 ounces.

The container shall:

- a. Be re-sealable;
- b. Include an identifying mark of the seller on the container;
- c. Contain the Federal Health Warning statement required for alcoholic beverages;

GOVERNMENT WARNING: (1) According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects.

(2) Consumption of alcoholic beverages impairs your ability to drive a car or operate machinery, and may cause health problems.

- d. Display instruction for cleaning the container; indicating that the purchaser is responsible to clean the container;
- e. Note that the contents are perishable; should be refrigerated and consumed within 48 hours of purchase

The hours of sale shall begin at the same time as the hours permitted by the current alcoholic beverage license with sales ending no later than midnight.

RECEIVED  
BOARD OF LICENSE COMMISSIONERS  
9200 BASIL COURT  
SUITE 420  
LARGO, MARYLAND 20774  
301-583-9980  
MARCH 30 AM 6 04

REFILLABLE CONTAINER PERMIT APPLICATION  
(GROWLERS)

T/A FishNET  
CORPORATE NAME FishNET Restaurant, LLC  
ADDRESS 5010 Berwyn Road  
College Park, md 20740  
LICENSE NUMBER \_\_\_\_\_

Pursuant to Rule and Regulation #80: Refillable container Permit (Growlers) the above named licensed premise requests a Refillable Container Permit. I have read the rule and understand the requirements.

Ferhat Yalcin

Printed Name of Licensee



Signature of Licensee

STATE OF MARYLAND, Howard County SS:

I hereby certify that on this 24th day of March  
Personally appeared Ferhat Yalcin and made oath of their  
personal knowledge of the above statement and that they are true and correct.

WITNESS my hand the official seal.

My Commission expires: 11/22/17

2016  
Leah R. Wang  
STATE OF MARYLAND  
Notary Public

HOWARD COUNTY  
Exp. 11/22/17



Notary Public

In order to apply for the permit, file this application along with a certified check, cashier's check or money order payable to Prince George's County in the amount of \$250.00 for the advertising fee. The Board will review the application and determine if a Public Hearing is required. Upon approval of the permit and remittance of the annual fee a permit will be issued.

AMENDED PROPERTY USE AGREEMENT

THIS AMENDED PROPERTY USE AGREEMENT (the "Amended Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Fishnet Restaurant, LLC, t/a Fishnet and Kahve, and Ferhat Yalcin and Keyia Yalcin, Managing Members, (collectively "Licensee"); and the CITY OF COLLEGE PARK, a Maryland municipal corporation (the "City").

WITNESSETH

WHEREAS, Alvin F. Jenkins is the owner and Fishnet Restaurant, LLC is a tenant at the property located at 5008-10 Berwyn Road, College Park, 20740 (the "Property"); and

WHEREAS, the Property is located within the corporate limits of the City of College Park, Maryland; and

WHEREAS, Licensee applied to the Board of Liquor License Commissioners of Prince George's County ("BOLC"), for a Class B, Beer and Wine License ("License") for the Property, which will be operated as Fishnet; and

WHEREAS, the Licensee requested the support of the City for the issuance of the License for the Property; and

WHEREAS, in consideration of the covenants contained in a Property Use Agreement dated November 12, 2013, the City voiced no objection to the Licensee's application and hearing for issuance of the License to the Property, subject to the terms, conditions and restrictions contained herein; and

WHEREAS, Licensee has now applied for a Refillable Container (Growler) Permit ("Permit") from the BOLC; and

WHEREAS, the Licensee has requested the support of the City for the issuance of this Permit for the Property; and

WHEREAS, in consideration of the covenants contained in this Amended Agreement, the City will support the Licensee's application for issuance of the Permit to the Property, subject to the terms, conditions and restrictions contained herein

NOW THEREFORE, in consideration of the foregoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to this Amended Agreement, which replaces in its entirety the Property Use Agreement dated November 13, 2013, as follows:

1. Repair and Maintenance of the Property. Licensee shall, from and after the date hereof, continue to keep the Property in good order and repair, and free of debris and graffiti.

2. Restrictions. Except with the express written consent of the City, which consent may be withheld in the City's sole and absolute discretion, during the period that Licensee is using or has any interest in the Property, and is using the License, the use of the Property shall be restricted to the operation of Fishnet and Kahve ("Restaurant"), or another substantially similar casual dining restaurant and cafe, which receives not more than thirty percent (30%) of its average daily receipts over any three consecutive monthly periods from the sale of alcoholic beverages, and which complies strictly with the restrictions and requirements of the State of Maryland/Prince George's County Class B License. The calculation of the percentage of alcoholic beverages sold shall include the full cost of any such beverage, and not just the alcohol contained in the beverage. Licensee will

provide the City, by January 25 of each year, with summaries of each month's receipts for the sales of alcoholic beverages and food for the preceding calendar year, and, at any time, such information in such form as the City may reasonably require to permit the verification of sales required in this paragraph 2 of this Agreement. Such information need not be prepared by an accountant or auditor, but must be accompanied by a general affidavit signed by the Licensees affirming the accuracy of the information provided. Licensees may be required by the City to provide information to permit verification of the sales ratios required in this paragraph, including daily register receipts and the identity of, and invoices from, its alcohol and food suppliers. Any such information provided by Licensee that is claimed to be confidential shall be so marked by Licensee and the City will treat such record as confidential as allowed by law.

3. Use of Property. Except as otherwise set forth herein, those uses of the Property permitted by the applicable zoning for the Property shall be permitted uses for the purposes of this Agreement. In addition, the Property shall be subject to all of the restrictions imposed by the applicable zoning of the Property.

4. Noises and Nuisances. Licensee shall not permit any nuisance to be maintained, allowed or permitted on any part of the Property, and no use of the Property shall be made or permitted which may be noxious or detrimental to health or which may become an annoyance or nuisance to persons or businesses on surrounding property.

5. Operations. Licensee shall maintain and operate the Restaurant in a manner that all seats are available for dining, no area is designated solely for the consumption of alcoholic beverages, and no sales of alcoholic beverages for off-sale consumption shall be allowed, except for partially consumed bottles of wine purchased at

the Restaurant and allowed off premises pursuant to Maryland law. Alcoholic beverages shall not be sold or served prior to 11:30 a.m., or after 9:30 p.m. or until closing, whichever is earlier. Happy hour and like events shall be limited to 2:00 p.m. to 7:00 p.m. Food from a regular menu must be served at all times that the premises are open for business. At all times, at least 80% of the items listed on the regular menu shall be available for customers to order. The proposed menu provided by Licensee for Fishnet is attached as Exhibit A. Licensee shall ensure music levels that allow patron conversation in a normal tone of voice, and prohibit disruptive or rowdy behavior that disturbs the peaceful enjoyment of the facility by Licensee's patrons and other persons visiting the facility. Background music is allowed on the patio until 9:30 p.m. or closing, whichever is earlier. In the event that complaints as to the sound level of voice or music entertainment on the patio are received by the City, the parties agree to review this condition, with further limitation of entertainment on the outside patio, if justified, not to be unreasonably refused by Licensee.

Cover and door charges will not be charged by Licensee and Licensee does not intend to provide entertainment. No live music is allowed in the Restaurant. In the event that Licensee seeks to charge a cover or door charge or to provide entertainment, Licensee will obtain all required licenses and request a modification of this Agreement with the City. Alcoholic beverages shall be served only to diners sitting at tables or counters inside the restaurant facility, on the rear patio and outside the front entrance and patrons standing waiting for a table. The parties recognize that, during private parties, not all patrons may be seated, but that food will be served. The minimum price for alcoholic beverages, including 16 oz. beers, shall be \$2.00. Licensee may not sell beer in pitchers. Licensee will maintain all dining areas, including tables and chairs, inside the facility. Licensee shall ensure that

the interior of the restaurant, including service areas, remain clean and graffiti free. The interior and exterior of the Property shall be rodent free. Licensee shall not allow grease, dirt, trash or graffiti to accumulate on any portion of the exterior of the Property that Licensee controls. Licensee agrees to fully comply with all applicable laws, including without limitation Subtitle 12, "Health", of the Prince George's County Code, and the Code of the City of College Park. Licensee shall not engage in window advertising of the sale of beer, or wine nor off-premises leafleting of cars or on public right of way promoting the sale of beer or wine. All off-premises advertising of specials, happy hours or reduced prices for beer or wine shall be limited to promotions coupling the sale or service of food with the sale of alcoholic beverages. Licensee shall use a scanner system, as allowed by law, designed to recognize false identification prior to making alcoholic beverage sales. The scanner shall be used for all persons who appear to be under the age of thirty five (35) years. Licensee will not accept State of Maryland vertical type licenses as proof of age.

Licensee shall not rent the facilities to individuals or businesses involved in promoting or making a business or profit from producing musical, band or disc jockey events. Licensee shall not provide tables, such as a beer pong table, whose purpose is for use in drinking games. Licensee shall not sponsor or support drinking games within the Property.

Licensee is seeking a Refillable Container Permit from the BOLC. This will allow Licensee to sell draft beer in approved refillable containers, also known as growlers, to be consumed off premises. Once the Permit is granted, Licensee will only sell draft beer in refillable containers between 11:30 a.m. and 9:30 p.m. or closing, whichever is earlier. Refillable containers will be sold only for off premises use.

6. Enforcement. The City shall have the right to enforce, by any proceeding at law or in equity, including injunction, all restrictions, terms, conditions, covenants and agreements imposed upon the Property and/or Licensee pursuant to the provisions of this Agreement. The parties agree that if Licensee should breach the terms of the Agreement, the City would not have an adequate remedy at law and would be entitled to bring an action in equity for specific performance of the terms of this Agreement. In the event of a violation of paragraph 2 of this Agreement, Licensee shall have sixty (60) days from the date of notification of the violation to adjust his operations and achieve compliance, as measured during the sixty (60) day period, with the requirements of paragraph 2 of this Agreement. In the event the City is required to enforce this Agreement and Licensee is determined to have violated any provision of this Agreement, Licensee will reimburse the City for all costs of the proceeding including reasonable attorney's fees. Should Licensee prevail in any action brought by the City to enforce a provision of this Agreement, the City shall reimburse Licensee for all costs of the proceeding including reasonable attorney's fees.

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

8. Assignment of License. In consideration for the City voicing no objection to Licensee's application for the new License, Licensee agrees that it shall not sell, transfer, or otherwise assign its rights under the License to any entity or individual for

use or operation within the City without the express prior written consent of the City, which consent will not be unreasonably withheld.

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

10. Scope and Duration of Restrictions. The restrictions, conditions and covenants imposed by this Agreement shall be valid only so long as Licensee maintains a License at the Restaurant, or some other substantially similar casual dining restaurant.

11. Security. Pursuant to Article 2B, §6-201(r)(19), Licensee is required to obtain a License for special entertainment or to obtain an exemption. For any activities authorized by such a license or exemption, the Licensee shall have and maintain a Security Plan to prevent the Property and any such activities from posing a threat to the peace and safety of the surrounding area. The Security Plan shall, at minimum, comply with the requirements of the Board of License Commissioners. Any required Security Plan for the Licensee is subject to review and revision annually or upon request by Prince George's County Police, the University of Maryland Police or the City of College Park.

a. Licensee shall operate and maintain no less than six (6) security/surveillance cameras installed and in operation inside and outside the Property. In addition, all security cameras shall record the events at the Property 24 hours per day, 7 days per week.

b. Licensee shall diligently enforce ID policies through trained and certified managers and employees. Licensee agrees to take all necessary measures to ensure that under age persons do not obtain alcoholic beverages.

c. All serving, bar, and management employees will be TIPS trained before serving alcohol.

12. Notices. All notices given hereunder shall be in writing and shall be deemed to have been given when hand delivered against receipt of three (3) days after deposit with the United States Postal Service, as registered or certified mail, return receipt requested, postage prepaid, addressed:

- a. If to Licensee:  
Ferhat Yalcin  
5008-10 Berwyn Road  
College Park, 20740.
- b. If to the City:  
Scott Somers,  
City Manager  
City of College Park  
4500 Knox Road  
College Park, Maryland 20740

Deleted: Joseph L. Nagro

with copy to:

Suellen M. Ferguson, Esquire  
Council, Baradel, Kosmerl & Nolan P.A.  
125 West Street, 4<sup>th</sup> Floor  
P.O. Box 2289  
Annapolis, MD 21404

13. Amendments. This Agreement may not be amended or modified except in writing executed by all parties hereto, and no waiver of any provision or consent hereunder shall be effective unless executed in writing by the waiving or consenting party.

14. Severability. The provisions of this Agreement shall be deemed severable, so that if any provision hereof is declared invalid, all other provisions of this Agreement shall continue in full force and effect.

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

16. Counterparts. This Agreement may be executed in any number of counterparts each of which shall constitute an original and all of which together shall constitute one agreement.

17. Headlines. The headings or titles herein are for convenience of reference only and shall not affect the meaning or interpretation of the contents of this Agreement.

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

WITNESS/ATTEST

FISHNET RESTAURANT, LLC, T/A  
FISHNET

\_\_\_\_\_

\_\_\_\_\_  
Ferhat Yalcin, Managing Member

\_\_\_\_\_  
Keyia Yalcin, Managing Member

WITNESS/ATTEST

CITY OF COLLEGE PARK

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

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Deleted: ¶

Deleted: Joseph L. Nagro

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# 2.

## Security Cameras



**CITY OF COLLEGE PARK, MARYLAND  
WORKSESSION AGENDA ITEM**

**Meeting Date:** May 3, 2016

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

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

**Originating Department:** Public Services

**Issue Before Council:** Discussion of security cameras city-wide

**Strategic Plan Goal:** Goal # 4 Quality Infrastructure

**Background/Justification:**

Since the construction of the municipal garage, the City has invested in security camera systems using both grant funds and City funds. A summary of the seven security camera projects completed to date, and proposed next phase, is attached.

To date, the City has installed 54 fixed (CCTV) and Pan/Tilt/Zoom (PTZ) cameras and 14 License Plate Recognition (LPR) cameras. There are 20-PTZ cameras and 7 LPR cameras distributed about Old Town, Calvert Hills, and Baltimore Avenue in Lakeland. These 27 cameras are monitored by UMPD Police. The 25 CCTV, 2-PTZ and 1-LPR cameras installed in the municipal garage are recorded on a server in City Hall. The remaining 1-CCTV, 6-PTZ and 6-LPR cameras are divided between College Park Woods, Hollywood, Berwyn and Lakeland. These store recorded video on-site. Each of these cameras has internet access to allow for downloading of data for police investigations.

The City executed a five year maintenance contract in 2013 with Hitachi (AVRIO), the City's security camera installation and maintenance contractor, for \$171,817. This contract will expire in 2018.

Representatives from Hitachi have been invited to the Council worksession and will demonstrate the operation of the most recently installed security cameras.

A Notice of Funds Available was issued during the week of April 25<sup>th</sup> by the Governor's Office of Crime Control and Prevention (GOCCP) for FY17 grants. An application for a Phase 7 project has been prepared and will be submitted to GOCCP this summer. A listing of the proposed camera locations in Lakeland, Berwyn, Duvall Field, and Hollywood is also attached.

**Fiscal Impact:**

The City has invested \$893,658 in installation costs for security cameras. Most of these funds (\$728,353) were provided by GOCCP grants. A five year maintenance contract (2013-2018) cost \$171,817. Air cards annually for internet access cost \$4,800. The average annual cost of electricity over the last four fiscal years (FY13-FY15) is \$4,500.

**Council Options:**

- #1: Review and discuss existing security cameras.
- #2: Consider and comment on the proposed Phase 7 Security Camera Grant Application.

**Staff Recommendation:**

#1 and #2

**Recommended Motion:**

*None*

**Attachments:**

- 1. Security Camera Status Report
- 2. Proposed Phase 7 Camera Locations

## City of College Park Security Cameras Status Report

*Updated: 04/27/2016*

- 
- 1. Project Title: Municipal Garage**
- |                     |   |                       |        |
|---------------------|---|-----------------------|--------|
| <b>Cameras:</b>     | 25- Fixed CCTV  | 2- PTZ                | 1- LPR |
|                     | <b>Costs</b>  | <b>Funding Source</b> |        |
| <b>Original:</b>    | \$ 53,353.00  | BJAG/GOCCP Grant      |        |
| <b>Maintenance:</b> | No Fixed Cost   | City                  |        |
| <b>Monitoring:</b>  | N/A   | City                  |        |
| <b>Power:</b>       | Included in Garage Costs  | City                  |        |
| <b>Comments:</b>    | Data stored on City-server and provided to police agencies for investigative purposes |                       |        |
| <b>Status:</b>      | Installation Complete. Cameras Active   |                       |        |
- 
- 2. Project Title: Old Town "MESH" Wireless**
- |                     |   |                             |  |
|---------------------|---|-----------------------------|--|
| <b>Cameras:</b>     | 15- PTZ   | 4- LPR                      |  |
|                     | <b>Costs</b>  | <b>Funding Source</b>       |  |
| <b>Original:</b>    | \$ 500,000.00   | BJAG/GOCCP Grant            |  |
| <b>Maintenance:</b> | \$ 171,816.96   | City Funded 5-Year Contract |  |
| <b>Monitoring:</b>  | \$ 96,000.00 (\$6,400/PTZ/Year)   | City funded; UMPD monitors  |  |
| <b>Power:</b>       | \$ 4,800.00/Year  | City                        |  |
| <b>Comments:</b>    | PTZ Cameras are actively monitored by UMPD-SOC at annual cost to the City   |                             |  |
| <b>Status:</b>      | Installation Complete. Cameras and Monitoring Active.<br>Hitachi will redesign signal paths for enhanced camera stability when a fiber optic connection becomes available |                             |  |
- 
- 3. Project Title: Rhode Island Avenue and Edgewood Road**
- |                     |   |                       |  |
|---------------------|---|-----------------------|--|
| <b>Cameras:</b>     | 4-LPR (each lane exiting the intersection)                                      |                       |  |
|                     | <b>Costs</b>  | <b>Funding Source</b> |  |
| <b>Original:</b>    | \$ 68,244.00  | City                  |  |
| <b>Maintenance:</b> | TBD   | City                  |  |
| <b>Monitoring:</b>  | N/A   | City                  |  |
| <b>Power:</b>       | TBD   | City                  |  |
| <b>Comments:</b>    | Data stored on-site; accessible to police agencies via the Internet by 01/01/16 |                       |  |
| <b>Status:</b>      | Equipment installed and recording   |                       |  |
-

# City of College Park Security Cameras Status Report

*Updated: 04/27/2016*

**4. Project Title: Metzerott Road at St. Andrews Place**

**Cameras:** 1-LPR (monitoring vehicles entering the neighborhood via St. Andrews Place from Metzerott Road)

1-CCTV fixed focus monitoring exiting vehicles

	<b>Costs</b>	<b>Funding Source</b>
<b>Original:</b>	\$ 32,061.00	City
<b>Maintenance:</b>	TBD	City
<b>Monitoring:</b>	N/A	City
<b>Power:</b>	TBD	City
<b>Comments:</b>	Data stored on-site; accessible to police agencies via the Internet by 01/01/16	
<b>Status:</b>	LPR and CCTV Equipment installed and recording on site. Accessible to police agencies via Internet by 01/01/16	

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**5. Project Title: Guilford Road**

**Cameras:** 2-PTZ 1-LPR

	<b>Costs</b>	<b>Funding Source</b>
<b>Original:</b>	\$ 50,000.00	City
<b>Maintenance:</b>	Added to maintenance contract	City
<b>Monitoring:</b>	\$12,800 (\$6,400/PTZ/Year)	City
<b>Power:</b>	TBD	City
<b>Comments:</b>	An extension of Old Town wireless system, to be actively monitored by UMPD-SOC at an annual cost to the City.	
<b>Status:</b>	Installation complete. Cameras active.	

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**6. Project Title: Lakeland/Baltimore Avenue**

**Cameras:** 3-PTZ 2- LPR

	<b>Costs</b>	<b>Funding Source</b>
<b>Original:</b>	\$ 65,000.00	BJAG/GOCCP (\$50,000) City (\$15,000)
<b>Maintenance:</b>	TBD	City
<b>Monitoring:</b>	\$ 19,200 (\$6,400/PTZ/Year)	City funded; UMPD monitors
<b>Power:</b>	TBD	City
<b>Comments:</b>	An extension of the off-campus system monitored by UMPD-SOC at an annual cost to the City.	
<b>Status:</b>	Installation complete. Cameras active.	

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# City of College Park Security Cameras Status Report

Updated: 04/27/2016

## 7. Project Title: Trolley Trail, and Davis Field

<b>Cameras:</b>	6-PTZ	1- LPR
	<b>Costs</b>	<b>Funding Source</b>
<b>Original:</b>	\$ 125,000.00	BJAG/GOCCP
<b>Original:</b>	\$ 25,000.00	City
<b>Maintenance:</b>	TBD	City
<b>Monitoring:</b>	Wireless Access	City
<b>Power:</b>	TBD	City
<b>Comments:</b>	Data to be stored on-site and accessible to police agencies via the Internet.	
<b>Status:</b>	PEPCO work complete; Hitachi contractors to connect power by 11/13/15. Data will be immediately store on-site; accessible to police agencies via Internet by 01/01/16.	

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## 8. Project Title: Proposed Phase 7 ( Lakeland, Berwyn, Duvall Field, Trolley Trail at Lackawanna, METRO at Lackawanna)

<b>Cameras:</b>	5-PTZ	1- LPR
	<b>Costs</b>	<b>Funding Source</b>
<b>Original Estimate:</b>	\$ 160,714.00	BJAG/GOCCP (06/15 Grant Application)
<b>Maintenance:</b>	TBD	City
<b>Monitoring:</b>	Wireless Access	City
<b>Power:</b>	TBD	City
<b>Comments:</b>	Data to be stored on-site and accessible to police agencies via the Internet.	
<b>Status:</b>	Grant Application Submitted to GOCCP; funding for FY16 denied; City will resubmit application when GOCCP issues FY17 Notice of Funds Available (NOFA)	

The Phase 7 Project is the next step in meeting the long term goal to monitor crime within the City. This project seeks to install approximately 5-CCTV/PTZ and 1-LPR cameras.

1. One (1) License Plate Reader (LPR) on Tecumseh Street at Baltimore Ave. facing east to monitor traffic entering the neighborhood.
2. Five (5) CCTV/PTZ video recording cameras with on-site data storage and remote access via internet as follows:
  - a. Lakeland Road @ 48<sup>th</sup> Avenue
  - b. Berwyn House Road @ midpoint between Baltimore and Rhode Island Avenues
  - c. Duvall Field on Trolley Trail Hiker/Biker Trail
  - d. Rhode Island Ave (Trolley Trail) @ Lackawanna Street
  - e. Lackawanna Street and 53<sup>rd</sup> Avenue (Greenbelt Metro Station access)

3.

Permit Parking  
around  
Metropolitan



**CITY OF COLLEGE PARK, MARYLAND  
WORKSESSION AGENDA ITEM**

**Meeting Date:** May 3, 2016

**Prepared By:** R.W. Ryan, Public Services Director and  
Jim Miller, Parking Enforcement Manager

**Presented By:** Jim Miller, Parking Enforcement Manager

**Originating Department:** Public Services

**Issue Before Council:** Discussion of residential permit parking survey results near The Boulevard at 9091 (formerly Metropolitan) project

**Strategic Plan Goal:** Goal # 3 High Quality Development and Reinvestment

**Background/Justification:**

The Council requested that residents in the area near the planned residential development of The Boulevard at 9091 be surveyed to determine their opinion of implementation of residential permit parking in their neighborhood.

On January 28, 2016 the City of College Park mailed letters and permit parking surveys to the residents living around the anticipated Metropolitan development site – now referred to as The Boulevard at 9091, located at the southeast corner of Baltimore Avenue and Cherokee Street.

The City requested resident input regarding the possibility of permit restricted parking in their neighborhood before the impacts of the development are felt, and requested that all survey suggestions be returned by the end of February.

Of the 313 residential property addresses sent the letter and permit parking survey, 93 responses were received, roughly 30% of the properties within the survey area. An additional 15 permit parking surveys were returned to the City as undeliverable by the U.S. Postal Service, stamped either vacant or unable to forward.

Of the survey results received, 56.63% of the respondents favored permit parking, while 43.37% opposed it.

Additionally, 36.49% of the respondents recommended two permits per property address, and 31.08% recommended five permits, with smaller percentages given to the other available options. Respondents also heavily favored two visitor passes (89.18%) per property address over one visitor pass (10.81%).

Requested days and hours of enforcement also varied, but seemed to trend toward 24/7 enforcement as the primary response.

The developer, through an agreement with the City, is committed to a one time contribution to the City in the amount of \$19,000 to be used to subsidize resident fees associated with a neighborhood parking permit program in the area generally described as between Erie Street and University Boulevard and U.S. Route 1 and Rhode Island Avenue.

**Fiscal Impact:**

Implementation of residential permit parking requires an investment of City resources for the installation and maintenance of permit zone signs, and staffing of Parking Enforcement to monitor and enforce regulations adopted by Council. Residents of a residential permit parking zone must pay \$10/year per resident permit and \$1/year per visitor permit. The Council would determine the number of permits allowed to be issued per property address.

**Council Options:**

#1: Discuss options only at this time.

#2: Begin the process to establish residential permit parking zones near the development

#3 Decide not to establish residential permit parking zones at this time

**Staff Recommendation:**

#1

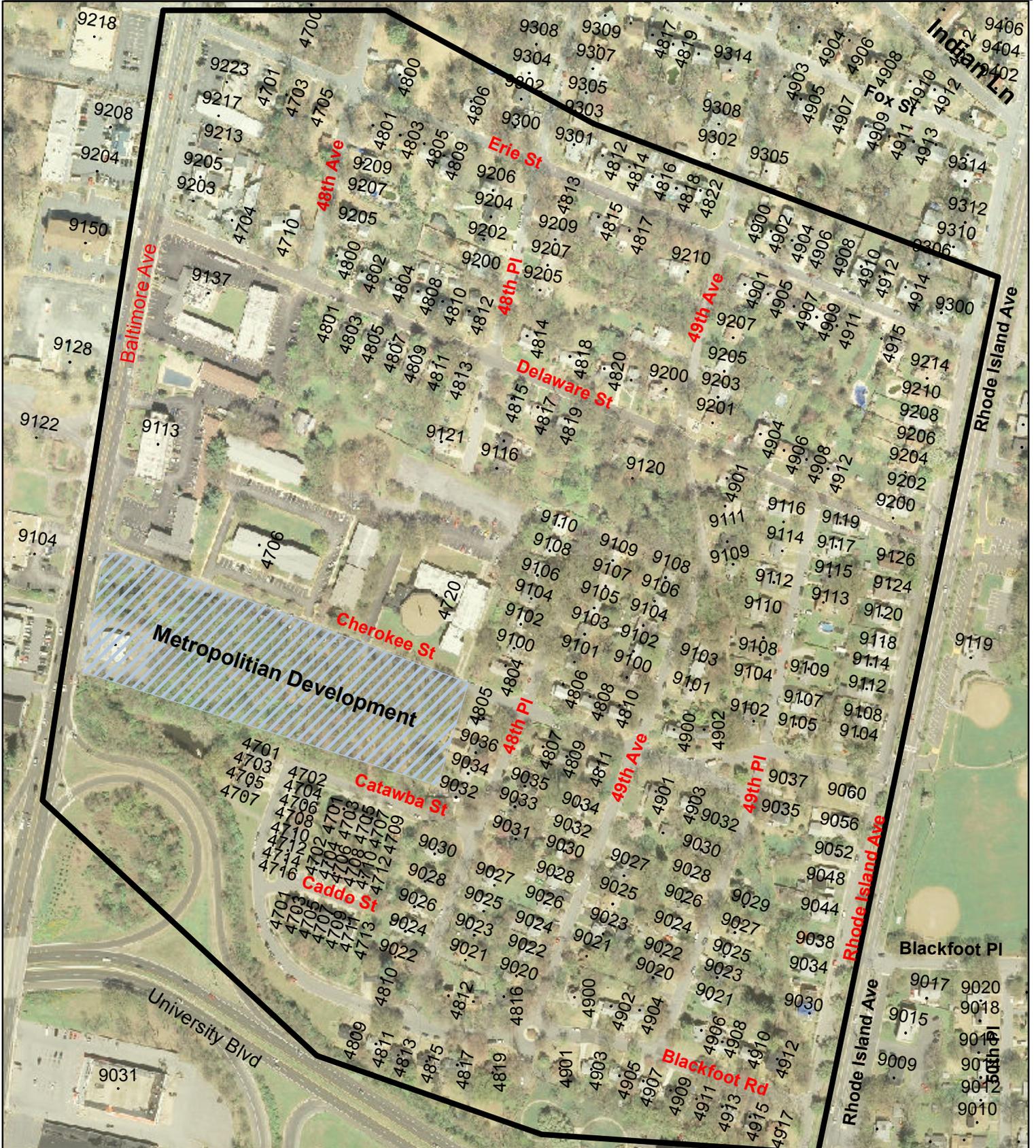
**Recommended Motion:**

*None*

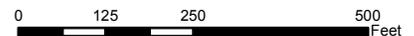
**Attachments:**

1. Survey Area Map
2. Survey Monkey Results <https://www.surveymonkey.com/results/SM-CKDSRD3S/>
3. Declaration of Covenants and Agreement Regarding Land Use – p.19

# Metropolitan Development Area Considered for Permit Parking



By: College Park Engineering  
 Date :01-12-16  
 Source: M-NCPPC GIS





027



# Metropolitan Permit Parking Survey

Survey Results

All Pages ▾ ◀ ▶

Q1

## What is your street address?

Answered: 93 Skipped: 0

93 res

86 da

13 view

Answer Choices	Responses
Street number:	Responses 100.00% 93
Street name:	Responses 100.00% 93



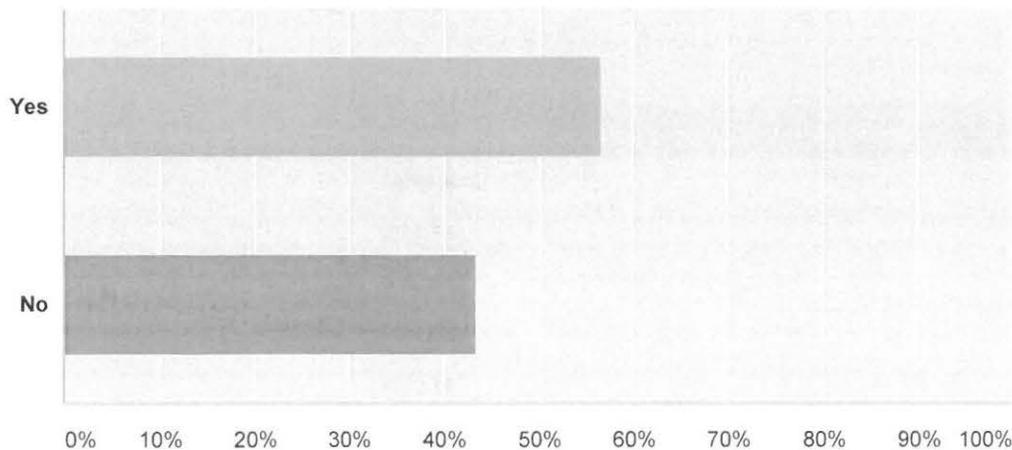
**Need i**  
SurveyM  
designed

**Sign u**

Q2

## Do you want the City to require permits to park on your street?

Answered: 83 Skipped: 10



Answer Choices	Responses
Yes	56.63% 47
Total	83

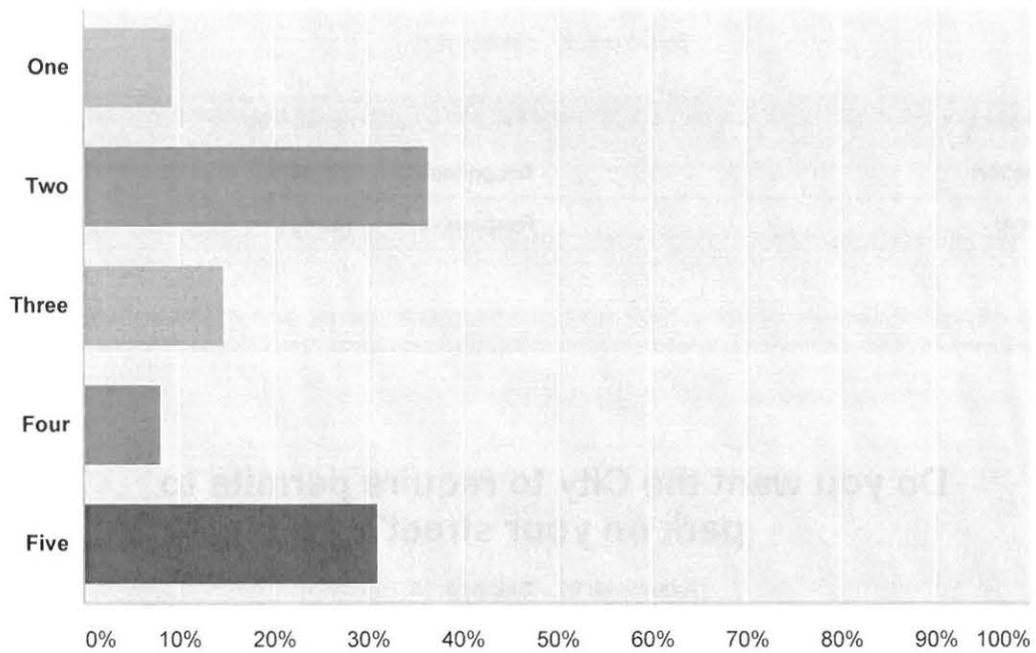
028

Answer Choices	Responses
No	43.37% 36
Total	83

Q3

**How many parking permits would you need? (NOTE: A maximum of 5 per address in the City is the norm.)**

Answered: 74 Skipped: 19

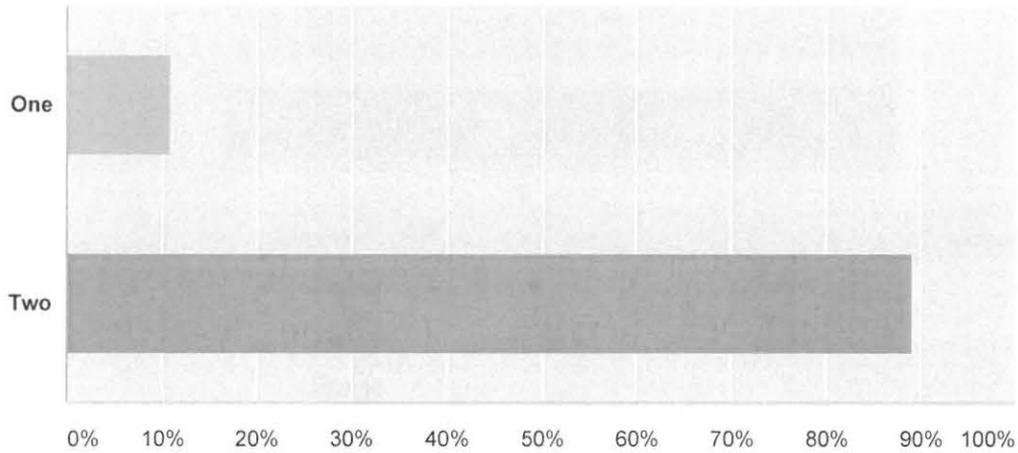


Answer Choices	Responses
One	9.46% 7
Two	36.49% 27
Three	14.86% 11
Four	8.11% 6
Five	31.08% 23
Total	74

Q4

**How many guest passes per address do you recommend? (NOTE: A maximum of 2 per address is the City norm.)**

Answered: 74 Skipped: 19

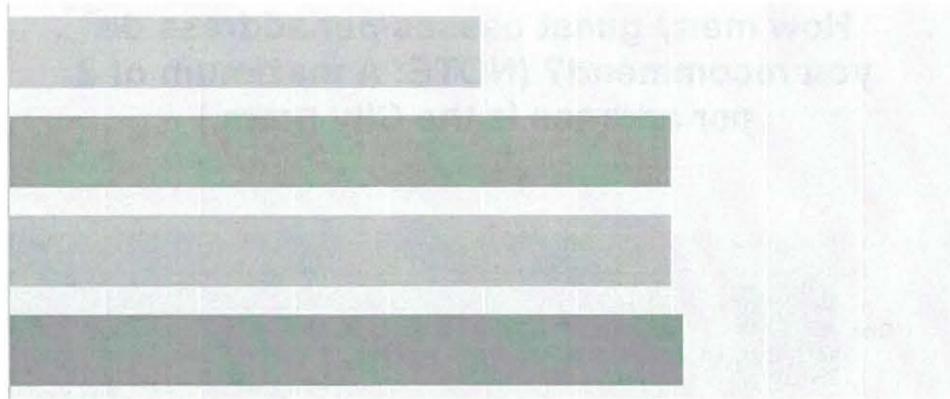


Answer Choices	Responses	
One	10.81%	8
Two	89.19%	66
Total		74

Q5

**What days and hours of enforcement would you recommend for permit parking? Please check all that apply**

Answered: 90 Skipped: 3



Answer Choices	Responses	
<b>Sunday</b>	<b>50.00%</b>	45
<b>Monday</b>	<b>70.00%</b>	63
<b>Tuesday</b>	<b>70.00%</b>	63
<b>Wednesday</b>	<b>71.11%</b>	64
<b>Thursday</b>	<b>71.11%</b>	64
<b>Friday</b>	<b>70.00%</b>	63
<b>Saturday</b>	<b>54.44%</b>	49
<b>Other</b>	<b>26.67%</b>	24

Total Respondents: 90

Comments (80)

Q6

### Please add any other comments for City Council consideration:

Answered: 60 Skipped: 33

Please do not allow new traffic entering to townhouse development at College Park Mews.  
3/18/2016 1:35 PM

Please do not allow new traffic entering to townhouse development at College Park Mews.  
3/18/2016 1:34 PM

Please do not allow new traffic entering to townhouse development at College Park Mews.  
3/18/2016 1:31 PM

Please do not allow new traffic entering to townhouse development at College Park Mews.  
3/18/2016 1:29 PM

Parking is very easy now, and I'd be disappointed if it were overrun by over-development without adequate on-site parking. (I.E. - Arts District in Hyattsville, MD).  
3/14/2016 7:26 PM

Keep this area a green place!!!

031

4.

Contract for  
Compensation  
Study



**CITY OF COLLEGE PARK, MARYLAND  
WORKSESSION AGENDA ITEM**

**Prepared By:** Jill Clements  
Director, Human Resources

**Meeting Date:** May 3, 2016

**Presented By:** Jill Clements

**Proposed Consent Agenda:** May 10, 2016

**Originating Department:** Human Resources

**Issue Before Council:** Award of contract not to exceed \$35,000 for consulting services from Management Advisory Group International, Inc. (MAG) to help the City design and execute a comprehensive classification and compensation study. The study is to ensure the City is providing equal pay for equal work; has wage and salary ranges that are appropriate for the market; provides job descriptions that are accurate and meet legal standards; and has a pay plan that enables the City to recruit and retain well-qualified employees.

**Strategic Plan Goal:** Goal 5: Effective Leadership  
Goal 6: Excellent Services

**Background/Justification:**

The City has not done a complete compensation and classification study since 1996. During the ensuing years, the City has given merit raises, cost-of-living raises, and changed job processes and duties. Jobs have been reclassified on an ad hoc basis without a thorough review of the market. City administration needs to know where each position stands relative to our peers, so that we can continue to recruit qualified employees and respond to current employees who feel their jobs are undervalued.

The project will include:

1. a market study of comparative wages and benefits, job analyses of each position;
2. creation of a new pay plan or revisions to the current plan (based on the wage surveys and the job analyses);
3. a complete review of job descriptions and rewriting any that are out of date;
4. training on maintaining the system;
5. written policies that enable the City to implement the structure and deal with future issues, such as transfers, promotions, new positions, etc.; and
6. orientation meetings and communication updates to all participants.

The Human Resources department (HR) has received nine bids ranging between \$13,795 and \$85,500. HR has evaluated each of the bids and is recommending MAG based on the strength of their proposal, their prior work experience, their references, and their licensed software (which will enable much of the survey and classification work to be done electronically).

Once an overall study has been completed and a new classification system put into place, City staff should be able to maintain the system without external resources for several years.

**Fiscal Impact:**

The City has \$50,000 budgeted in FY16 to conduct the study. Implementation of a new pay plan or market-based corrections to the current pay plan will likely incur a fiscal impact in FY 18 and FY19, but the amount will not be known until the study is concluded. Mayor and Council will approve any recommendations before they are implemented.

**Council Options:**

1. Award the contract to the vendor specified at the Council Worksession on May 3, 2016
2. Award the contract to a different vendor (may have fiscal impact).
3. Table the project and not move forward.
4. Move forward in a different direction.

**Staff Recommendation:**

#1

**Recommended Motion:**

*I move that the City Council approve a contract in the amount of \$33,800 with Management Advisory Group International, Inc. for a Job Classification and Compensation Study, and authorize the City Manager to sign the contract. An additional \$1200 is approved for any unforeseen items not included in the contract. The combined expense for the project is not to exceed \$35,000.*

**Attachments:**

1. Management Advisory Group



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**MANAGEMENT  
ADVISORY  
GROUP INTL., INC.**

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**MANAGEMENT CONSULTING SERVICES**

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April 19, 2016

Ms. Jill Clements  
Human Resources Director  
c/o Finance Department, City of College Park  
4500 Knox Road  
College Park, Maryland 20740-3390

Dear Ms. Clements:

Management Advisory Group International, Inc. (MAG) is pleased to present this *Proposal for Job Classification and Compensation Study, RFP CP-16-03*. We have reviewed the RFP and completely understand the focus and purpose of the RFP.

MAG is a national, full-service human resources consulting firm with *extensive* experience in classification and compensation projects, staffing analysis and evaluation, personnel policies, position descriptions, and human resources software. Principals of the firm have conducted **over 500 similar studies** in over 25 years of municipal consulting in 24 states, including studies in Maryland. Nearly all projects have been in the public sector, including:

- City of Frederick, Maryland;
- Harford County Sheriff's Office (current);
- Prince George County Schools;
- Queen Anne's County, Maryland;
- Washington Council of Governments (WASHCOG);
- City of Petersburg, VA;
- Fairfax County and Fairfax County Schools, VA;
- City of Hampton, VA;
- Town of Vienna, VA;
- Manassas Park City Schools, VA;
- City of Falls Church, VA;
- City of Fairfax, VA;
- among many others.

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Management Advisory Group International, Inc.

Ms. Jill Clements  
Human Resources Director  
City of College Park  
April 19, 2016  
Page Two

You will find that, based on our extensive experience and careful review of your interests, MAG and our staff have:

- an *outstanding understanding of the project goals and objectives*.
- highly relevant experience from hundreds of successful studies;
- the *capability* to handle both small and large projects (with up to 16,000 employees);
- significant knowledge in HR;
- a recommended schedule that is well within the timeline noted in the RFP;
- impeccable references, and,
- substantial activity in providing classification and compensation services to local governments during the past five years (and more).

You can be assured of a high level of responsiveness, communications, and employee involvement. You are assured of a *personalized* approach due to the anticipated contact with employees through *orientation sessions* to train in the completion of job questionnaires and the inclusion of interviews to capture issues and concerns at every level.

Over the years, MAG has developed software specific to the completion of classification and compensation studies. It is *unmatched* in the market place and is the most progressive in the business for the purpose of conducting compensation studies.

We will enable the City to maintain its system easily following completion of the project, without additional cost. We produce *personalized implementation plans* according to financial limitations. One of our strengths is our ability to produce customized plans that ultimately result in implementation.

Ms. Jill Clements  
Human Resources Director  
City of College Park  
April 19, 2016  
Page Three

MAG's proposal is valid for 90 days.

MAG is prepared to modify the scope of services as needed, and we will be glad to discuss your needs in further detail as necessary. We appreciate the opportunity to be of service to you and look forward to working with you and all City staff on this important project.

Sincerely,



Donald C. Long, Ph.D.  
President  
Management Advisory Group International, Inc.  
13580 Groupe Drive, Suite 200  
Woodbridge, VA 22192  
Phone: (703) 590-7250  
Fax: (703) 590-0366  
Email: [don@maginc.org](mailto:don@maginc.org)

## ***Section 1.0 – Firm Overview***

### ***Time in Business and Business Specialties***

The Principals of MAG International, Inc. have a proven track record in providing in-depth human resource management and consulting services for over 30 years in 24 states. Our services for local governments include a focus on classification and compensation studies. Our work also includes performance management evaluation, compensation and pay equity and analysis, benefits, personnel policies, training, and procedures manuals.

Our clients range from various state and local government agencies, and constitutional offices.

*MAG has completed studies for municipalities and agencies that include all of the various functions currently within the City.*

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### **MAG International, Inc. Selected Areas of Expertise**

➤ **Compensation and Classification**

- Pay Equity and Comparable Worth
- Point Factor Evaluation systems
- Broad Banding
- Benefits
- Career Ladders and Lattices

➤ **Performance Management and Compensation Systems**

- Pay-for-Performance Systems
- Performance Based Salary Administration
- Alternative Reward Programs
- Self-Managed Teams
- Individual & Group Recognition Programs
- Management/Executive Compensation

➤ **Policies, Procedures and Training**

- Personnel Ordinances and Policy Manuals
  - Recruiting and Hiring Guidelines
- 

*Management Advisory Group International, Inc. is a privately held corporation located in Woodbridge, Virginia. MAG International, Inc. is a woman-owned firm incorporated in the state of Florida in 2001 and continues to maintain corporation status in the states of Florida, Louisiana and Virginia.*

*MAG is one of three sister companies. MAG, Inc. focuses on state, county and local government; MAG LLC, focuses on federal contracts; and, MAG- DS primarily handles international projects. MAG's home offices are located in Northern Virginia, with satellite offices in North Carolina and Texas. There are over seventy staff in the domestic offices and over 600 worldwide.*



MAG is committed to providing the highest level of professional human resource management and consulting services to our clients. Our team of business and management professionals possesses extensive experience, education, and skill sets in a variety of study areas -- allowing us to assist our clients in meeting their organizational mission, vision, and goals on a variety of fronts.

MAG believes that organizational efficiency and effectiveness is, in large part, dependent on recruitment, hiring, and retention of quality, skilled personnel and staff – comprehensive human resources management systems are an absolute essential in today's world to accomplish organization mission, vision, goals, and objectives.

*Unlike our competition, in support of this philosophy, packaged along with our special client tailored services, is our comprehensive classification and compensation study software. MAG provides its clients who engage in this service with the state-of-the-art human resource management software, licenses, and training to ensure that our clients have the knowledge, skills and abilities to maintain their human resource systems from our study forward. No other firm has an equivalent software capability and ability to produce customized implementation plans.*

### **Project Initiation and Timetables**

While MAG has other current clients, the company has established a priority for the initiation, scope, and timetable of this project. We are prepared to initiate this project immediately and complete a high quality study within the desired time period as established in the RFP, to provide budget estimates in time.

### **Current Clients**

Some of our current and recent clients, with projects at various stages of completion, include:

- ✓ Harford County Sheriff, Maryland;
- ✓ City of Frederick, Maryland.
- ✓ Washington, D.C. Council of Govts
- ✓ Petersburg, Virginia;
- ✓ Richmond City Schools, VA;
- ✓ City of Hampton, Virginia;
- ✓ Jefferson County, Kentucky;
- ✓ Lexington, Kentucky;
- ✓ City of Falls Church, Virginia;
- ✓ Ocean City, Maryland;
- ✓ Prince George's Schools, MD;
- ✓ City of Jacksonville, Florida;
- ✓ City of Lubbock, Texas;
- ✓ Broward County, Florida;
- ✓ City of Brownsville, Texas;
- ✓ City of Atlanta, Georgia;



## Excellent Outcomes

Successful outcomes in our compensation and classification projects have been diverse. They include:

- ✓ revised compensation structures;
- ✓ creation of management or executive pay structures and benefits packages;
- ✓ comprehensive job/class descriptions where none have existed;
- ✓ adjustment to internal relationships to recognize changes in duties and responsibilities;
- ✓ revisions to compensation policies to be marketable, fair, and equitable;
- ✓ adjustment to pay structures to recognize market changes for selected employment groups;
- ✓ assignment of geographic differential to a pay structure where appropriate;
- ✓ integration of multiple pay structures into a unified schedule;
- ✓ identifying compression across the organization.

## ***MAG's Special Human Resource Management Software***

Because MAG is committed to providing effective and efficient human resources consulting services, *MAG has developed a suite of custom human resources software solutions, providing MAG's clients with the cutting edge ability to maintain an integrated, high-quality compensation, classification, performance evaluation and employee rewards systems long after completion of this project.*

MAG has developed and uses the following software applications: ***Market Manager®***, ***Classification Manager®***, and ***Performance Manager®***.

The flagship of our software package, ***Classification Manager®***, is like having a human resources department on your PC. ***Classification Manager®*** designs custom pay structures, assigns employees to job classes, documents your FLSA decisions ensuring compliance with due diligence requirements, and provides extensive reports and forecasting scenarios to assist in developing management or labor compensation strategies. ***Classification Manager®*** is an invaluable tool for forecasting, as well as, proving internal pay equity. ***Classification Manager®*** can be used with our proprietary system or easily adapted to use your existing system of job classifications.



***Market Manager®*** is MAG's custom survey software that is designed to electronically collect job class, pay practice and related data from organizations that may compete with our clients for like classes of employees. **Each survey instrument is customized to reflect and collect the specific data requested by our client, ensuring that the unique needs of the client organization are addressed as an integral part of each of MAG's studies.**

To ensure that all data analysis activity compares "apples to apples," ***Market Manager®*** has internal controls that normalize survey data for employee groups that work non-standard work hours, such as instructional/educational personnel, ***allowing the client to directly compare compensation packages for either work hours or work days of employees within the agency and across the competitive marketplace. This is especially critical when evaluating work within agencies with varying work hours.***

In addition to implementing targeted surveys, ***Market Manager®*** maintains an extensive data mine of current market information that can be accessed to support any market survey study undertaken on behalf of our clients. This powerful tool provides the information necessary to design compensation packages that reflect reality in the marketplace, and ***putting the client's***

***organization in a competitive posture to recruit, retain and motivate employees.***

***The third prong to our unique approach to human resources management targets employee performance.*** MAG understands that managing performance is one of the toughest challenges faced by public sector employers and, in response, has designed and developed ***Performance Manager®*** to effortlessly link people, pay and performance.

MAG has committed to maintaining state of the art tools to assist our clients in the conduct of human resources projects.

Data is able to be easily used in Excel formats to ensure ease of use by our clients.

MAG has the organizational, financial, staff, and technical capability to assure success for the City in this important project. MAG has never had any contracts terminated prior to the end of the contract. Litigation has never been filed against our firm.



## **Section 2.0 – Qualifications of Professional Personnel**

### **Our Professional Consulting Staff**

MAG will provide total project management and administrative oversight and will be the primary consulting team. Principals bring 30 years of directly related public service consulting experience to your project.

MAG's team of professional consultants have worked extensively together for the past 15 years to design, develop, and implement highly competitive, innovative, state-of-the-art compensation management and rewards, pay and classification systems.

**Donald C. Long, Ph.D., President, Authorized Representative, MAG.** Dr. Long has over 25 years of experience providing management assistance to elected and appointed officials in the areas of human resources, staffing and organizational reviews, program evaluations, public policy/productivity, strategic planning, public safety services, and other related management areas. He has provided public sector management and financial consulting assistance to over 300 governmental and nonprofit agencies in a variety of service areas, including management research studies for cities, counties, and public agencies in the area of organization and management, human resource systems, program evaluations and productivity studies, staffing and cost-benefit analysis, and strategic planning. He has

substantial consulting experience with all local government functions. Dr. Long possesses a Ph.D. in Public Administration and Finance from Florida Atlantic University.

**David Lookingbill, Associate Vice-President, MAG.** Mr. Lookingbill has 40 years of experience providing human resource management expertise in a variety of public sector organizations, including state, city and tribal jurisdictions. He has provided public sector human resource management consulting services to over 175 governmental organizations in the areas of classification/compensation, selection device development/validation, organizational structure, ADA compliance, policy/procedure development, employee performance planning/appraisal and staffing needs identification. Mr. Lookingbill has been a certified public sector instructor in compensation for WorldatWork.

**James Brittain, Senior Consultant,** has over twenty years of extensive organizational expertise in support of MAG's client work. He has provided consulting assistance to many of MAG's clients including school districts, municipalities, counties and state agencies. His work has included job analysis, market review and analysis, and the development of compensation programs. He has served as both a Director of Faculty Development and as a



Director of Distance Learning in which he gained extensive experience in management, human resource issues and concerns, strategic planning and compensation structure development. James has a Master's degree and has completed course work for his doctoral degree.

**Carolyn Long, CPC, Executive Vice President, Authorized Representative, MAG.**

Ms. Long has extensive experience in public management consulting and has served as project director for more than 400 human resources management studies; successfully directing over 50 studies in the last three years. Prior to joining MAG, Ms. Long was a Partner with MGT of America, Inc. as well as the Partner-in-Charge of the firm's Human Resources Management Consulting Division. In this role, she developed the company's human resources practice area, its forms, software, and processes, and directly managed all large human resources management projects. She was also vice president of David M. Griffith (DMG, now Maximus), a national management consulting firm, and served as the Vice-President of the Human Resources Management Consulting Division and directed scores of major compensation and classification and general management studies across the nation.

Ms. Long is recognized by the courts as an expert witness in the area of pay equity and comparable worth, and is a Certified Professional Consultant. Ms. Long served on the senior staff of the International City Management

Association (ICMA) in Washington, D.C., and as national director of conferences and membership for ASPA, also in Washington, D.C. Ms. Long was an assistant professor in charge of Government Career Development Programs for Florida Atlantic University. Ms. Long holds a bachelor's degree from Florida Atlantic University, where she has also completed graduate studies in public administration.

**Eric Nieves, Senior Project Consultant, MAG.**

Mr. Nieves is a Human Resources leader with documented success in fast-paced multicultural environments. He has expertise in labor relations and conflict resolution, to include union avoidance and union negotiation experience. He is a seasoned recruiter with solid expertise in assessing staffing needs, and transforming them into long-term placements. He served for a number of years as a Human Resources Director for a municipality in the Orlando area. Mr. Nieves has a Bachelor of Arts in Human Resource Administration and a Master of Arts in Organizational Management from the University of Phoenix. Mr. Nieves is bi-lingual (English/Spanish).

**Ken McConnell, Director of Internet Services and Databank Administration for MAG.**

Mr. McConnell brings over twenty years of experience in both the public and private sector. His broad IT background provides a wide range of support for MAG clients, including the ability to assist them in interfacing from their HRIS system to MAG's software. He also designed MAG's proprietary online



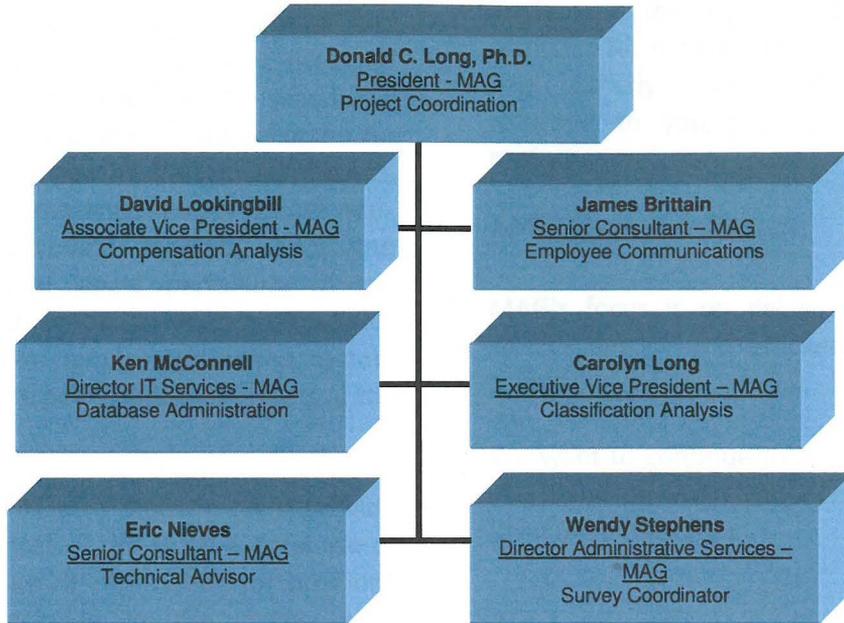
performance system, Performance Manager©. His experience includes application software, SQL Server, Access, COGNOS, Delphi, FEA Apps, CAD/CAM Apps, Crystal Reports, Fast Report, various ERP and accounting applications as well as the development of custom programs and reports for MAG's clients. Mr. McConnell has an undergraduate degree in engineering and is completing his MBA.

**Wendy Stephens, Director Administrative Services MAG.** Ms. Stephens holds two AA Degrees (Business Administration and Legal Studies) and a BA in Political Science with a minor in Psychology. She has over 20 years experience owning and running her own successful business (TX/NC), as well as, provides a wide range of experience in business management analysis for MAG's clients. Ms. Stephens coordinates market reviews and compensation analysis. Ms. Stephens ensures that consultants at MAG International, Inc. stay abreast of client needs and requirements as changes evolve.

**Jennifer Huber, Esq., General Counsel, MAG.** Ms. Huber has provided direct services to numerous municipalities in a variety of functional areas. Ms. Huber serves as MAG's General Counsel providing expertise in legal compliance and contract management both, domestic and internationally.



**MANAGEMENT ADVISORY GROUP  
PROPOSED PROJECT CONSULTANTS**



### ***Client Staff Responsibilities***

MAG, in all of its studies, expects to produce all products in a turnkey fashion, performing all necessary technical and professional work. Staff will be expected to assist MAG's team only in scheduling meetings, transferring data collected for the study, reviewing draft questionnaires, survey instruments, survey target lists, and reports, and providing input into philosophical issues pertaining to the development of a human resource classification and compensation system to meet the needs and preferences of the client.

MAG will request that the client provide at the outset of the study a database of current payroll information for positions to be included in the study. *It is*

*important that these data are supplied in the format required for manipulation by MAG's analysts.* This data will be necessary to determine costs to implement the newly developed pay plan(s). All records and databases are kept strictly confidential, and are returned to you or maintained upon project completion.

### ***MAG Customer Focus***

MAG's focus is on delivering quality studies quickly and efficiently to our clients.

We want to continue to be name that you think of when you need Human Resources consulting.



### *Section 3.0 – Demonstrated Success on Similar Projects of this Type*

#### ***Our Experience***

**MAG's partners have successfully managed more than 500 client engagements in 24 states. Projects have included agencies with as many as 16,000 employees.**

**The proposed project team in MAG's human resources practice has worked together for 15 years and has provided human resources services nationwide, as a team, for such varied government agencies as:** (nearly every one of these successful projects were similar to the services and scope of work being requested). MAG principals and staff have over 30 years of successful experience in working with very large public organizations on job classification and compensation projects.

#### **Selected Project Descriptions**

- **Frederick, Maryland.** MAG recently conducted a Comprehensive Classification and Compensation Study for the City of Frederick's 400 plus employees. MAG conducted orientation sessions, a market survey, and employees completed MAG's online Job Analysis Questionnaire. The study was implemented in 2015.
- **Queen Anne's County, Maryland.** MAG is currently completing a Comprehensive Classification and Compensation Study for this government. A complete draft report was provided in December 2015. A final presentation was made in March 2016. The County is evaluating various implementation strategies at this time.
- **City of Petersburg, Virginia.** MAG recently completed a Comprehensive Classification and Compensation Study for this municipal government, following a MAG 2014 City-wide staffing and organization study. MAG conducted employee and supervisory orientation sessions, a comprehensive market survey, and approximately one thousand employees completed MAG's online Job Analysis Questionnaire. Class specifications were finalized in addition to training in MAG's Classification Manager software. The study was recently implemented.
- **City of Falls Church, Virginia.** MAG recently completed a Classification and Compensation Study for this municipal government. MAG conducted employee and supervisory orientation sessions, a comprehensive market survey, and several hundred employees completed MAG's online Job Analysis Questionnaire. Class specifications were finalized in addition to training in MAG's Classification Manager software. The study was recently implemented.



- **City of Hampton, Virginia.** MAG recently conducted a Comprehensive Classification and Compensation Study for this substantial municipality. MAG conducted orientation sessions, a market survey, and several thousand employees completed MAG's online Job Analysis Questionnaire. The study was completed in 2015 and is being implemented in 2016.
- **Jacksonville/Duval County, Florida.** MAG is currently completing a Comprehensive Classification and Compensation Study for this major municipal government, following a MAG 2009 study of top level management positions. MAG has conducted orientation sessions, a comprehensive market survey, and several thousand employees completed MAG's online Job Analysis Questionnaire. A draft report is being reviewed at this time for the 2,500 positions in the scope of the study. Several implementation scenarios are being evaluated and considered.
- **Richmond Public Schools.** MAG is finalizing a Comprehensive Classification and Compensation Study for RPS employees. MAG conducted orientation sessions, a market survey, and employees completed MAG's online Job Analysis Questionnaire. A draft report has been provided in December 2015.
- **Vienna, Virginia.** MAG completed a Classification and Compensation Study for this municipal government. MAG conducted employee and supervisory orientation sessions, a comprehensive market survey, and several hundred employees completed MAG's online Job Analysis Questionnaire. Class specifications were finalized in addition to training in MAG's Classification Manager software. The study was implemented.
- **Virginia Beach, Virginia.** MAG conducted a Comprehensive Personnel Study for Virginia Beach. The study included analyzing individual jobs to develop an internal ranking and classification of over 10,000 employees, surveying the labor market to develop competitive salary ranges for each position, as well as doing a labor market review to assist in designing a competitive structure. This was a six-month project. A recent (January 2015) project was completed on staffing and organization.
- **Manassas Park Schools, Virginia.** MAG is currently conducting a Comprehensive Classification and Compensation Study for Manassas Park. MAG conducted orientation sessions, a market survey, and all employees are completing MAG's online Job Analysis Questionnaire.
- **Lubbock, Texas.** MAG recently completed a Comprehensive Classification and Compensation Study for the City of Lubbock. MAG conducted orientation sessions, a comprehensive market survey, and 1,800 employees completed MAG's online Job Analysis Questionnaire. A report was issued and presented to Council for



current implementation by staff. Class specifications were finalized in addition to training in MAG's Classification Manager software.

- **Broward County, Florida.** MAG just completed a Comprehensive Classification and Compensation Study for the County's 5,000 plus employees. MAG conducted orientation sessions, a comprehensive market survey, and several thousand employees completed MAG's online Job Analysis Questionnaire. A four-hour meeting with the County Administrator to confirm results was done to discuss findings. The Board recently approved the study and a \$10 million implementation plan. The County is preparing to accept MAG's Performance Manager as well.
- **Lexington Fayette Urban Consolidated Government, Kentucky.** MAG recently completed a Comprehensive Classification and Compensation Study for the consolidated government of Lexington. MAG conducted orientation sessions, a comprehensive market survey, and 2,300 employees completed MAG's online Job Analysis Questionnaire. A report was issued and presented to Council for current implementation by staff. The study was approved and is being implemented. Follow up training in description writing was completed. Additional classification determinations were completed in 2015.
- **Atlanta, Georgia.** MAG conducted a Comprehensive Classification and Compensation Study for the Atlanta Public Schools. The study included analyzing individual jobs to develop an internal ranking and classification of several thousand employees, surveying the labor market to develop competitive salary ranges for each position, as well as doing a labor market review to assist in designing a market competitive structure for the Schools' instructional staff. The Board recently approved the study and a \$10 million implementation plan.
- **Memphis, Tennessee.** MAG assisted in a review of the organizational structure and opportunities for cost savings/reduction for this 16,000 employee organization. The City worked with MAG on a series of follow-up projects that spanned four additional years. MAG provided HR and organizational consulting assistance from 2006 to 2011.
- **Brownsville, Texas.** MAG just completed a Comprehensive Classification and Compensation Study for the City of Brownsville. MAG has conducted orientation sessions, a comprehensive market survey, and 1,000 employees completed MAG's online Job Analysis Questionnaire. A report was issued was presented to Council in 2015 for implementation by staff. Class specifications have been finalized in addition to training in MAG's Classification Manager software.



- **Brownsville Public Utilities Board, Texas.** MAG just completed a Comprehensive Classification and Compensation Study for the Brownsville Utilities Board. MAG conducted orientation sessions, a comprehensive market survey, and several hundred employees completed MAG's online Job Analysis Questionnaire. A report was issued and was presented in August 2015 for implementation by staff. Class specifications are being completed at this time in a separate work effort.
- **Brownsville Navigation District, Texas.** MAG just completed a Comprehensive Classification and Compensation Study for the Brownsville Port. MAG conducted orientation sessions, a comprehensive market survey, and employees completed MAG's online Job Analysis Questionnaire. A report was issued and presented in December 2015 for implementation by staff.
- **Greenwood County, South Carolina.** A comprehensive classification and compensation study was completed for the County government. In addition, MAG is currently finalizing the development of an online performance evaluation system for County employees at the request of the County Manager.
- **Jefferson Parish, Louisiana.** This is a 2011 MAG project, in which all departments were reviewed for overall efficiency and effectiveness. A new proposed organizational structure was developed and used as a model by the incoming manager, hired from the University of New Orleans during the project. This agency was experiencing budgetary challenges due to changing demographics. Reductions in staffing levels were recommended. This organization has over 8,000 employees.
- **Fayette County, Kentucky.** MAG recently conducted a Comprehensive Classification and Compensation Study for Fayette County, in the Lexington area. MAG conducted orientation sessions, a market survey, and several thousand employees completed MAG's online Job Analysis Questionnaire. A follow-up compensation review was requested and is currently being completed by MAG.
- **DeKalb County, Georgia.** This is a 2012 MAG project, sponsored by the Superintendent, Cheryl Atkinson, in which all departments were reviewed for overall efficiency and effectiveness. A new proposed organizational structure was developed for implementation by the Superintendent. Particularly, the Human Resources function received special consulting review and was reorganized for increased efficiency and effectiveness in support of human resources objectives. There are over 10,000 employees. This school district was experiencing budgetary challenges. Reductions in staffing levels in central office functions were recommended and presented.



- **Philadelphia.** The City completed a lengthy review process and checking of references. The focus in this project was on executive positions, ensuring their accurate and appropriate classification and placement within the pay structure. Recommendations were also developed to establish appropriate staffing levels for the Human Resources Department.
- **City of Oviedo, Florida.** MAG is currently conducting a Comprehensive Classification and Compensation Study for the City of Oviedo. MAG conducted orientation sessions, a market survey, and all employees are completing MAG's online Job Analysis Questionnaire. A draft report is being sent this week.
- **Bibb County, Georgia.** This is a very recent Human Resources Audit. The HR function was reviewed for major policies, procedures, and practices with a series of improvements identified, including a total reorganization of the HR function. Recommendations were developed for teacher recruitment and retention, human resource information systems and recordkeeping, and methods to improve HR service delivery to schools and principals. A presentation was made in April 2013. The client requested additional follow up work for a comprehensive classification and compensation study, completed in 2014.
- **City of Deltona, Florida.** MAG is currently conducting a Comprehensive Classification and Compensation Study for the City of Deltona. MAG conducted orientation sessions, a market survey, and all employees are completing MAG's online Job Analysis Questionnaire.
- **Charlotte County Sheriff's Office, Florida.** MAG is currently conducting a Comprehensive Classification and Compensation Study for the Sheriff's Office. MAG conducted orientation sessions, a market survey, and all employees completed MAG's online Job Analysis Questionnaire. A draft report is being reviewed by the Sheriff at this time.
- **City of Rock Hill, South Carolina.** MAG is currently conducting a Comprehensive Classification and Compensation Study for the City of Rock Hill. MAG conducted orientation sessions, a market survey, and all employees are completing MAG's online Job Analysis Questionnaire.
- **Beaufort County, South Carolina.** MAG recently conducted a Comprehensive Classification and Compensation Study for Beaufort County. MAG conducted orientation sessions, a market survey, and over one thousand employees completed MAG's online Job Analysis Questionnaire. The study was implemented in 2015.



- **Jefferson Parish, Louisiana.** This is a 2011 MAG project, in which all departments were reviewed for overall efficiency and effectiveness. A new proposed organizational structure was developed and used as a model by the incoming manager, hired from the University of New Orleans during the project. This agency was experiencing budgetary challenges due to changing demographics. Reductions in staffing levels were recommended. This organization has over 8,000 employees.
  
- **Genesee County, New York.** MAG recently conducted a Comprehensive Classification and Compensation Study for Genesee County, in upstate New York. This was a review of all of the top administrative and management positions in the county. The study was implemented in 2015.
  
- **Jefferson County, Kentucky.** MAG is finalizing a Comprehensive Classification and Compensation Study for Jefferson County's 5,000 plus employees. MAG conducted orientation sessions, a market survey, and employees completed MAG's online Job Analysis Questionnaire. A draft report has been provided in January 2016.

#### **Additional HR Projects**

- Prince George's County, Maryland;
- Maryland Health Care Commission;
- Maryland Health Care Cost Review Commission;
- Maryland Board of Nursing;
- Chesapeake, Virginia – 2,500 employees;
- Travis County, Texas;
- Round Rock, Texas;
- Texas Woman's University;
- University of North Texas;
- Dallas Area Rapid Transit;
- Bastrop County, Texas;



- Corpus Christi (airport), Texas;
- Dallas Independent School District, Texas;
- Ysleta Independent School District, Texas;
- Charleston County, South Carolina;
- Portsmouth, Virginia;
- Baltimore County, Maryland;
- New Braunfels (utilities), Texas;
- San Antonio, Texas;
- Cherokee Nation Enterprises (OK);
- City of Daytona Beach, Florida;
- Sedgwick County, Kansas;
- Nashville/Davidson County Schools, Tennessee;
- Oklahoma City, Oklahoma;
- Washington Council of Governments (WASHCOG);
- State of Florida, Office of the State Courts Administrator - study of all Court positions – 3,300 employees;
- Parish of East Baton Rouge, Louisiana;
- State of Connecticut;
- Detroit/Wayne County Airport Authority.
- Fairfax County Public Schools, Virginia;
- State of Massachusetts Community College System;



# 5. Hollywood Gateway Project



**CITY OF COLLEGE PARK, MARYLAND  
WORKSESSION AGENDA ITEM**

**Prepared By:** Terry Schum, Planning Director

**Meeting Date:** May 3, 2016

**Presented By:** Terry Schum

**Proposed Consent Agenda:** No

**Originating Department:** Planning, Community and Economic Development

**Issue Before Council:** Status of the Hollywood Gateway Park Project

**Strategic Plan Goal:** Goal 4: Quality Infrastructure

**Background/Justification:**

The Hollywood Gateway Park project is a proposed eco-themed project named the Wind and Weather Park at the southeast corner of Route 1 and Edgewood Road. Park elements include a pavilion with green roof and roof terrace, bio-retention facilities, permeable walkways, native plantings, wind-driven sculpture, play area and interpretive signage. Project design is completed and storm water management permits have been obtained. The project has not been bid for construction due to the failure to acquire adjoining property needed to complete the project and provide ADA-compliant access.

**Fiscal Impact:**

The total estimated cost of the project excluding SHA right-of-way improvements and artist fees is \$522,538. The current project budget is \$605,000 and includes grant funds from Program Open Space (POS) and the Chesapeake Bay Trust (CBT) totaling \$427,778. CBT funds must be expended by May 2017 and POS funds not approved by the State Board of Public Works (\$129,000) may be at risk for recapture.

**Council Options:**

1. Cancel the project and grant funding and leave the site as is.
2. Demolish the house and sod or seed the property.
3. Demolish the house and provide storm water management and/or reforestation on site.
4. Redesign the project to provide a gateway feature, storm water management and/or reforestation. This could be done with or without acquiring additional property to the west.

**Staff Recommendation:**

This item is for discussion.

**Recommended Motion:**

N/A

**Attachments:**

1. Site plan
2. Illustrative plan
3. Cost estimate





# Wind and Weather



1. park entrance sign
2. new street trees
3. sidewalk separated from street
4. slide / stairs
5. pavilion with green roof
6. rain barrel
7. screen plantings
8. native plantings
9. community terrace
10. lawn
11. wind/weather driven sculpture
12. entry walk - pervious pavement
13. interpretive sign
14. stormwater from Route 1
15. dry stream bed "intermittent"
16. check dams with pools
17. rain garden
18. stormwater from adjacent prop.
19. weather station
20. natural play/lawn
21. mulch secondary pathway
22. dry stream bed overflow

# Budget

## Summary Cost Estimate

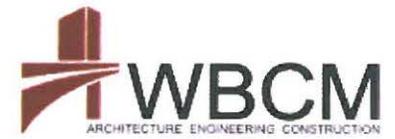
Hollywood Wind and Weather Park, City of College Park

January 17, 2014

Floura Teeter Landscape Architects  
Whitney, Bailey, Cox & Magnani, LLC  
A Joint Venture



Category	TOTAL COST
General	\$20,750
Demolition	\$18,705
Erosion & Sediment Control	\$4,427
Earthwork	\$12,604
Sitework	\$58,215
Site Furnishings	\$56,000
Pavillion	\$118,131
Utilities	\$50,486
Electrical	\$43,910
Landscape	\$40,910
	<b>Subtotal \$424,138</b>
	Contractor OH&P 12% \$50,897
	Subtotal \$475,034
	Construction Contingency 10% \$47,503
	<b>TOTAL \$522,538</b>
SHA Right-of-way improvements (not included in above total)	\$6,361



# 6.

## Calvert Hills Community Garden



**CITY OF COLLEGE PARK, MARYLAND  
WORKSESSION AGENDA ITEM**

**Prepared By:** Steve Beavers  
Community Development Coordinator

**Meeting Date:** May 3, 2016

**Presented By:** Steve Beavers

**Proposed Consent Agenda:** No

**Originating Department:** Planning, Community and Economic Development

**Issue Before Council:** Update on Calvert Hills Community Garden and Agreement with WMATA

**Strategic Plan Goal:** Goal 2: Environmental Sustainability

**Background/Justification:**

Background

The Council previously discussed the possibility of a Calvert Hills community garden at a worksession on February 2, 2016. The proposed site is WMATA property that was brought to the attention of City Staff by the Director of the College Park City-University Partnership. In January, 2016, WMATA indicated that they were willing to license a portion of the land to the City for community gardening purposes. They recently provided the City with a draft License Agreement for review by the City Attorney. Councilmembers Stulich and Day offered to assess the demand by District 3 residents. Approximately 10 Calvert Hills residents have rented plots in the Old Town Community Garden.

Site Details

The WMATA property sits just inside the City's southern boundary, near the corner of Albion Road and Rhode Island Ave. The area that WMATA has proposed for a community garden is located just south of where the Metrorail Green Line enters an underground tunnel. The area is relatively open and gently sloping, but is enclosed by existing trees and vegetation. It could be a suitable gardening area with the removal of tall grass and shrubs. Approximately 15 bushes about 8-10 feet tall would need to be removed.

Access would be through the Trolley Trail right of way and a path that would need to be created from the trail to the garden. This would always be a walk-in (or bike-in) garden as there is extremely limited parking on Albion Road and Rhode Island Avenue in that vicinity. Due to the long distance from the nearest water main or fire hydrant, this location is unlikely to be able to provide users with a convenient water supply. Gardeners must be willing to provide their own water and transport it from Albion on foot. As part of the Cafritz development, the Trolley Trail will be graded and paved. Staff has requested the timetable for this work from the developer.

Brush clearing equipment and workers must access the site for the initial construction. Construction and delivery of materials to the site will be challenging. In addition, WMATA authorization for occasional access by small trucks onto the property to deliver supplies to the garden area is needed, as well as the ability to build a pathway from the Trolley Trail to the garden. Currently, construction activity of the stormwater facility and townhomes at the adjoining Cafritz property is generating significant dust that is incompatible with gardening.

License Terms

WMATA has offered a no cost, four-year License term to the City. The use authorized by the License is to perform "Garden Work", which is defined as the installation and maintenance of Licensee's community garden. It is not clear whether this includes a fence. WMATA has reserved the right to terminate the License during the fall or winter (outside of normal gardening season) with 60 days notice. At termination, the City would be required to remove all garden supplies from the property. The City would be required to maintain certain insurance levels and name WMATA as an additional insured on the City's policy. The License specifies that work is not allowed outside of the garden area indicated on Attachment 2, which may prevent building a pathway to the garden. Amendments to the proposed License Agreement should be negotiated to clearly allow access for the initial construction, installation of a fence, occasional access by small trucks to deliver supplies,

and construction of a connecting walkway. In addition, amendment to the insurance and indemnification provisions will be necessary. Based on prior experience, negotiation of these revisions may require several months to be approved by WMATA.

**Fiscal Impact:**

A funding source is uncertain at this time. Construction would likely require an additional allocation to the City's Sustainability Initiatives CIP fund.

Expenses (Estimated):

Temporary fencing	\$1,380
Raised beds	\$1,030
Amended topsoil	\$ 820
Rental equipment	\$ 770
Total	\$4,000

**Council Options:**

- #1. Authorize staff to pursue an agreement with WMATA for a Calvert Hills Community Garden, but defer implementation at this time.
- #2. Identify funding and immediately pursue implementation once an agreement with WMATA is executed.
- #3. Defer any action at this time.

**Staff Recommendation:**

- #1.

**Recommended Motion:**

*N/A – This is a status update*

**Attachments:**

- 1. Draft WMATA Agreement
- 2. Proposed Calvert Hills Community Garden Site

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (“License”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the **WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**, a body corporate and politic organized pursuant to Public Law 89-774, 80 Stat. 1324; Maryland Acts of General Assembly, Chapter 869-1965; Virginia Acts of Assembly, Chapter 2-1966; and Resolution of D.C. Board of Commissioners adopted November 15, 1966; with principal offices at 600 Fifth Street, NW, Washington, DC 20001 (“**WMATA**”) and the **CITY OF COLLEGE PARK, MARYLAND** with principal offices at College Park City Hall, 4500 Knox Road, College Park, MD 20740 (“**Licensee**”).

### WITNESSETH:

**WHEREAS**, Licensee approached WMATA with a proposal to operate a community garden on WMATA property located on Albion Road in College Park, Maryland (the “Project”); and

**WHEREAS**, WMATA has agreed to allow Licensee to operate a community garden on WMATA property.

**NOW, THEREFORE**, in consideration of the agreements, terms, covenants, and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Description of the Licensed Premises. The community garden area, hereinafter referred to as the “**Licensed Premises**”, is shown on **Exhibit A**, attached hereto and made a part hereof.
2. Term of License. The term of this License shall commence on April 1, 2016 and terminate on December 31, 2020 (“**Term**”), unless earlier terminated pursuant to the terms herein.
3. Rent. Licensee shall pay no rent to WMATA for the term (“**Rent**”).
4. Termination: In the event WMATA requires the Licensed Premises for an operational use, WMATA shall have the right to terminate this License Agreement with sixty (60) days written notice to Licensee (“Effective Termination Date”), however, in no event shall the Effective Termination Date occur between April 1 and September 30 of any calendar year.
5. Use of Licensed Premises. The Licensee shall have the right to operate the Project upon the following terms and conditions:
  - A. Licensee shall maintain the Licensed Premises in a neat and orderly condition.
  - B. Licensee shall not use or allowed to be used any portion of WMATA’s property outside of the Licensed Premises for any reason, including, but not limited to, for parking of any type of vehicle, storage of any material or equipment, the disposal of any materials whether biological or non-biological, or for any other purpose.
  - C. Licensee shall comply with all laws, ordinances and regulations, whether federal,

state or local, applicable to the operation of the Project.

- D. Licensee agrees to procure and maintain, at its sole expense, all necessary jurisdictional permits and licenses for the operation of the Project.
  - E. Licensee shall not allow any plants on the Licensed Premises that are illegal in the State of Maryland.
6. Licensee's Garden Work. Licensee shall take the Licensed Premises in an "as is" condition without any representations by WMATA.
- A. "Garden Work" shall be defined as the installation and maintenance of Licensee's community garden. Licensee shall be responsible for all costs associated with its use of the Licensed Premises during the term of this License Agreement.
  - B. Except any Garden Work that is approved hereunder, Licensee shall make no other installation, alteration, modification, addition, or improvement to the Licensed Premises without the prior written consent of WMATA.
  - C. Licensee shall only perform Garden Work in such manner and with such materials as may be approved, in advance, in writing, by WMATA. All requests for WMATA's consent shall be in writing and shall be made in accordance with the procedures set forth in this Section.
  - D. WMATA shall have the right, but not the obligation, to inspect the Garden Work.
7. Utilities: Licensee shall at no time connect to WMATA's utilities.
8. Indemnification.
- A. Licensee shall indemnify, defend and hold harmless WMATA, its directors, officers, employees and agents from any and all claims, actions, proceedings, liabilities, losses, demands, damages, obligations, penalties, costs, charges and expenses, including, but not limited to, reasonable attorney's fees, of whatsoever kind and nature for injury, including personal injury or death of any person or persons, including employees of Licensee, and for loss or damage to any property, occurring in connection with, or in any way arising out of the use, occupancy and performance of the terms and conditions authorized by this License or related to this License, and/or any acts in connection with activities to be performed under this License resulting in whole or in part from the acts, errors or omissions of Licensee or any employee, agent or representative of Licensee.
  - B. Licensee shall indemnify, defend and hold harmless WMATA, its directors, officers, employees and agents from all claims, actions, proceedings, liabilities, losses, demands, damages, penalties, costs, charges, remedial costs, environmental claims, fees or other expenses including attorney's fees, related to, arising from or attributable to any effluent or other hazardous waste or substance, toxic waste or substance, contaminant, pollutant, petroleum or petroleum-based product, asbestos, residue, contaminated soil or other similar material discharged from, removed from, or introduced on, about or under the Licensed Premises by Licensee or anyone acting on their behalf.

- C. If any claim, demand, action or proceeding relating to the indemnification required by this Section 8 is brought against WMATA, then upon written notice from WMATA to Licensee, Licensee shall, at Licensee's expense, resist or defend such action or proceeding by counsel approved by WMATA in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend the same. WMATA reserves the right to use its own counsel under this indemnity at Licensee's sole cost and expense.
  - D. Licensee understands and agrees that it is Licensee's responsibility to provide indemnification to WMATA pursuant to this Section 8. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of insurance to fully fund any indemnification shall not relieve Licensee of any obligation assumed under this indemnification.
9. Insurance. Licensee is required to comply with the terms and conditions herein described and is required to maintain the insurance coverage(s) outlined herein through the term of the License. The following terms and conditions outline the minimum insurance requirements, minimum insurance coverages, and minimum limits of insurance for those coverages that Licensee will be required to purchase and maintain. The insurance coverage requirements and limits of insurance for those coverages outlined herein are minimum coverage and limits. Licensee is encouraged, at its sole cost and expense, to purchase any additional insurance coverages and/or limits of insurance that Licensee deems prudent and necessary to manage Licensee's risk.
- A. Upon written request from WMATA, Licensee shall provide copies of any and all policy(s), including all endorsement(s), within five (5) business days of such request.
  - B. Receipt, review, and communications regarding Certificates of Insurance, insurance policy(s), endorsements, or other vehicles utilized to document compliance with these minimum insurance requirements does not constitute acceptance by WMATA.
  - C. Insurance policies must be written on admitted paper, unless otherwise indicated herein or agreed to in writing by WMATA, with an insurance company reasonably acceptable to WMATA.
  - D. Unless otherwise noted, "claims made" insurance policies are not acceptable.
  - E. Any insurance policy utilizing a self-insured retention (SIR) requires approval from WMATA.
  - F. Licensee is required to incorporate these minimum insurance requirements into contract requirements of all contractors or subcontractors, if any, of every tier.
  - G. Compliance with these minimum insurance requirements does not relieve Licensee from its liability to WMATA should its liability exceed the minimum insurance limits, or minimum coverage requirements outlined herein.

- H. Workers' Compensation and Employer's Liability Required Minimum Limits of Coverage. Workers' Compensation statutory coverage must be provided on "all states" basis.

Workers' Compensation	Statutory	
Employers' Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee

- I. Commercial General Liability Required Minimum Limits of Coverage:

\$2,000,000	Each Occurrence Limit
\$2,000,000	General Aggregate Limit
\$2,000,000	Products and Completed Operations Limit

- (i) Commercial General Liability (CGL) coverage form shall be ISO Occurrence Form CG0001 (12/04) or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.
- (ii) Required minimum limits of coverage may be achieved through a combination of the aforementioned CGL coverage form and umbrella excess liability coverage form(s), provided that the umbrella excess liability coverage form(s) provide the same or broader coverage than the prescribed CGL coverage form.
- (iii) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the Additional Insured section of this License. Commercial General Liability and Umbrella Excess Liability forms must provide defense coverage for additional insureds.
- (iv) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the Waiver of Subrogation of these minimum insurance requirements.
- (v) Defense costs (allocated loss adjustment expense) must be included and in excess of the policy limits for all primary and umbrella excess policies.

- J. Business Auto Liability Required Minimum Limits of Coverage:

\$1,000,000	Combined Single Limit
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- (i) Business Auto Liability shall be written on ISO Business Auto Coverage Form CA 00 01 03 06, or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.
- (ii) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the Additional Insured section of this License.
- (iii) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in

compliance with the Waiver of Subrogation section of this License.

- (iv) Business Auto Liability Minimum Combined Single Limit requirements may be obtained through the combination of a primary business auto liability policy and an umbrella excess liability policy provided that the umbrella excess liability policy complies with items (i) to (iii).
- K. Property Insurance. Licensee must also obtain, and maintain throughout the Term, property insurance covering Licensee's personal property and all Licensee improvements and betterments with limits equal to full replacement cost value.
- L. Additional Insured(s). Licensee is required to add WMATA and the WMATA Board of Directors as Additional Insured(s) on all insurance policies purchased by Licensee with the exceptions of Workers' Compensation.
  - (i) Coverage provided to any Additional Insured shall be primary and non-contributory to any other insurance available to the additional insured.
  - (ii) Coverage provided to any Additional Insured shall be for claims arising out of both ongoing operations and products and completed operations hazard. The coverage provided by the additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured Form CG 20 10 11 85 or Form CG 20 26 11 85 as determined by WMATA.
  - (iii) Coverage available to any Additional Insured under the products and completed operations hazard can only be limited to the applicable statute of repose in the jurisdiction where the contract scope of work takes place.
  - (iv) Coverage available to the Additional Insured shall not be limited to the minimum limits of coverage outlined in this document.
- M. Waiver of Subrogation. Licensee is required to have all insurance policies purchased by Licensee endorsed to waive the insurance company's rights of recovery against WMATA and the WMATA Board of Directors. Coverage shall be provided on an endorsement that is acceptable to WMATA.
- N. Certificate of Insurance (COI). Licensee shall provide WMATA an ACORD Certificate of Insurance (COI) as evidence that the insurance requirements in this Permit have been satisfied. Certificates of Insurance shall be emailed to [COI@WMATA.com](mailto:COI@WMATA.com). WMATA's receipt of copies of any COI, policy endorsements, or policies does not constitute acceptance of the insurance outlined herein. The Description of Operations Box should reference the address of the Licensed Premises and the "Certificate Holder" box in the COI should state:

Washington Metropolitan Area Transit Authority  
Office of Insurance, Room 8F  
600 Fifth Street, NW  
Washington, DC 20001
- O. Proposed material modifications to insurance required under this Section must be received by WMATA at least thirty (30) days prior to the effective date of the

proposed modifications to such insurance.

10. Assignment. Licensee shall not assign this License or sublicense the Licensed Premises without the prior written consent of WMATA.
11. Surrender of Possession. Licensee shall, at the expiration or earlier termination of this License, surrender the Licensed Premises in a clean condition that is free of all Licensee's furniture, fixtures, and equipment, including anything permanently affixed to the sidewalk, signs, and any other personal property and restore the Licensed Premises to its condition as of the date of this License.
12. Federal Transit Administration and Federal Interest.
  - A. Licensee acknowledges that WMATA is the recipient of Federal grants through the Federal Transit Administration ("FTA"). Licensee further acknowledges that pursuant to FTA grant requirements, WMATA must demonstrate and retain satisfactory continuing control over the use of the Licensed Premises. Licensee agrees that it will not exercise any right permitted under this License in a manner which compromises or otherwise diminishes WMATA's obligation to retain satisfactory continuing control over the use of the Licensed Premises.
  - B. Licensee acknowledges the Federal interest in the Licensed Premises and agrees that it will take no action which compromises or otherwise diminishes such interest.
  - C. Licensee acknowledges that WMATA must comply with all applicable Federal statutes, regulations, orders, certification and assurances, or other Federal law (collectively referred to as "Federal laws"), including, but not limited to, those set forth in the current Master Agreement governing transit projects supported with Federal assistance awarded through the FTA. Licensee agrees that it will take no action seeking compliance with non-Federal laws to the extent such laws conflict with applicable Federal laws.
13. Governing Law. This License shall be governed by the laws in the jurisdiction in which it is located, however, to the extent that said jurisdiction's law(s) conflict(s) with the WMATA Compact (Public Law 89-774, 80 Stat 1324, as amended), WMATA shall be governed by the WMATA Compact.
14. Amendments. No amendments or alterations of any of the terms of this License shall be binding upon WMATA or Licensee unless the same shall be in writing and duly executed by both parties hereto.
15. Notices. Notices given in connection with this License shall be in writing and shall be sent by (a) registered or certified mail, return receipt requested; (b) hand delivery; or (c) a nationally recognized overnight courier service for next business day delivery. Notices and other communications shall be deemed to have been given on the earlier of actual receipt or, in the case of overnight courier, on the first business day after delivery to such courier. Either party may change the notice address with written notification to the other.

If to WMATA:

Director  
Office of Real Estate and  
Station Planning

General Counsel  
Office of General Counsel  
Washington Metropolitan Area

Washington Metropolitan Area  
Transit Authority  
600 Fifth Street, NW  
Washington, DC 20001

Transit Authority  
600 Fifth Street, NW  
Washington, DC 20001

If to Licensee:

College Park City Hall  
4500 Knox Road  
College Park, MD 20740

16. Quiet Enjoyment. Subject to all of the terms and conditions herein contained to be performed on Licensee's part, Licensee shall at all times during the term of this License have the peaceable and quiet enjoyment and possession of the Licensed Premises for the purposes herein cited.
17. Holdover. In the event that Licensee shall continue to occupy the Licensed Premises or any part thereof after the conclusion of the Term of this License, or any extension thereof, the tenancy thus created shall be deemed to be upon a month-to-month basis and all terms and conditions contained in this License shall apply. In the event of Holdover, the License may be terminated by either party giving the other not less than thirty (30) days' written notice of its intent to terminate the License.
18. Default/Termination.
  - A. Licensee shall be deemed to be in default of this License if it shall fail to observe or perform any of the provisions, covenants, conditions, or agreements contained herein and such failure shall continue for a period of twenty (20) days after written notice is received from WMATA. If an event of default shall have occurred and be continuing, WMATA, at its option, may at once, or at any time thereafter, terminate this License by written notice to Licensee, whereupon this License shall end and all rights of Licensee hereunder, but not Licensee's liabilities, shall expire and terminate. Upon such termination by WMATA, and without in any way limiting the remedies available to WMATA at law, in equity or under the terms of this License, Licensee shall at once remove all persons and effects from the Licensed Premises, and restore the Licensed Premises in accordance with Section 11 above. WMATA may enter into or repossess the Licensed Premises either by force, by summary proceeding or otherwise. WMATA shall have no liability by reason of any such reentry, repossession or removal.
  - B. If Licensee shall be deemed default in the observance or performance of any term or condition of this License, WMATA without being under any obligation to do so and without thereby waiving such default, may remedy such default at the expense of Licensee, immediately and without notice in case of emergency, or in any other case, if Licensee shall fail to remedy such default within the time set forth in this License. In the event WMATA exercises such right, Licensee shall pay to WMATA immediately upon demand all of WMATA's actual cost of performing the same.
19. Limitations on Damages. Notwithstanding anything to the contrary herein, WMATA shall not be liable for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits.

20. Officials Not To Benefit.
- A. No member (i.e., Representative or Senator) of, or delegate to Congress, or any similar official, or resident commissioner, or any member of such person's family, shall be admitted to any share or part of this License, or to any benefit that may arise therefrom; but this provision shall not apply if this License is made with a corporation or other entity with which such official or family member has only a de minimis (in WMATA's sole opinion) contractual or ownership interest. Licensee shall forthwith deliver written notice to WMATA of any breach of the foregoing warranty representation and License and shall make reasonable inquiries from time to time to determine whether any such breach has occurred.
- B. No member of or delegate to Congress shall be admitted to any share or part of this License, or to any benefit that may arise therefrom and no member, officer, or employee of the Public Body or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this License or the proceeds thereof.
21. Covenant Against Contingent Fees. The parties warrant that no person or selling agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the parties for the purpose of securing business or an attorney rendering professional legal service consistent with applicable canons of ethics.
22. Gratuities. In connection with this License, or any amendments or modifications thereto, the giving of, or offering to give, gratuities (in the form of entertainment, gifts or otherwise) by Licensee or any agent, representative, or other person deemed to be acting on behalf of Licensee, or any contractor, subcontractor or supplier furnishing material to or performing work under this License, to any director, officer or employee of WMATA, or to any director officer, employee of any of WMATA's agents, consultants or representatives, with an intent to secure an agreement or favorable treatment or the making of any determinations with respect to performance under this License is expressly forbidden. The terms of this Section shall be strictly construed and enforced in the event of violation hereto.
23. Non-Liability of WMATA. WMATA shall have no liability, including financial liability, for the actions or negligence of Licensee, its employees, customers, contractors or agents as a result of Licensee's use of the Licensed Premises. Neither the grant of this License, nor any provision thereof, shall impose upon WMATA any new or additional duty or liability or enlarge any existing duty or liability of WMATA. Nothing in this License shall be deemed to waive WMATA's immunity as a sovereign entity.
24. Entire Agreement. This License contains the entire agreement between the parties and may not be amended, altered or otherwise changed except by a subsequent writing signed by the parties to this License. The invalidation of any one of the terms or provisions of this License by judgment or court order shall in no way affect any of the other terms of this License which shall remain in full force and effect. WMATA and Licensee agree to execute any additional documents necessary to further implement the purpose and intent of this License.

- 25. Waiver. No consent or waiver, expressed or implied, by any party to this License to or for any breach of any covenant, condition or duty of the other respective party to this License shall be construed as a consent or waiver to or for any other breach of the same or any other covenant, condition or duty.
- 26. Consents. Except as herein otherwise provided, whenever the consent or approval of either party is required under this License, such consent or approval shall be in writing, signed by an officer or agent duly authorized by the party granting such consent or giving such approval.
- 27. Effects of Covenants. All of the covenants, conditions and obligations contained in this License shall be binding upon the permitted heirs, executors, administrators, successors or assigns of the respective parties to the same extent as if each such permitted heir, executor, administrator, successor or assign were in each case named as a party to this License.

**IN WITNESS WHEREOF**, the parties have caused this License to be executed in two counterparts as of the date and year first written above.

**WITNESS:**

**WASHINGTON METROPOLITAN AREA  
TRANSIT AUTHORITY (WMATA)**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Anabela Talaia, Contracting Officer

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Kermit Welch  
Chief Counsel  
Office of General Counsel

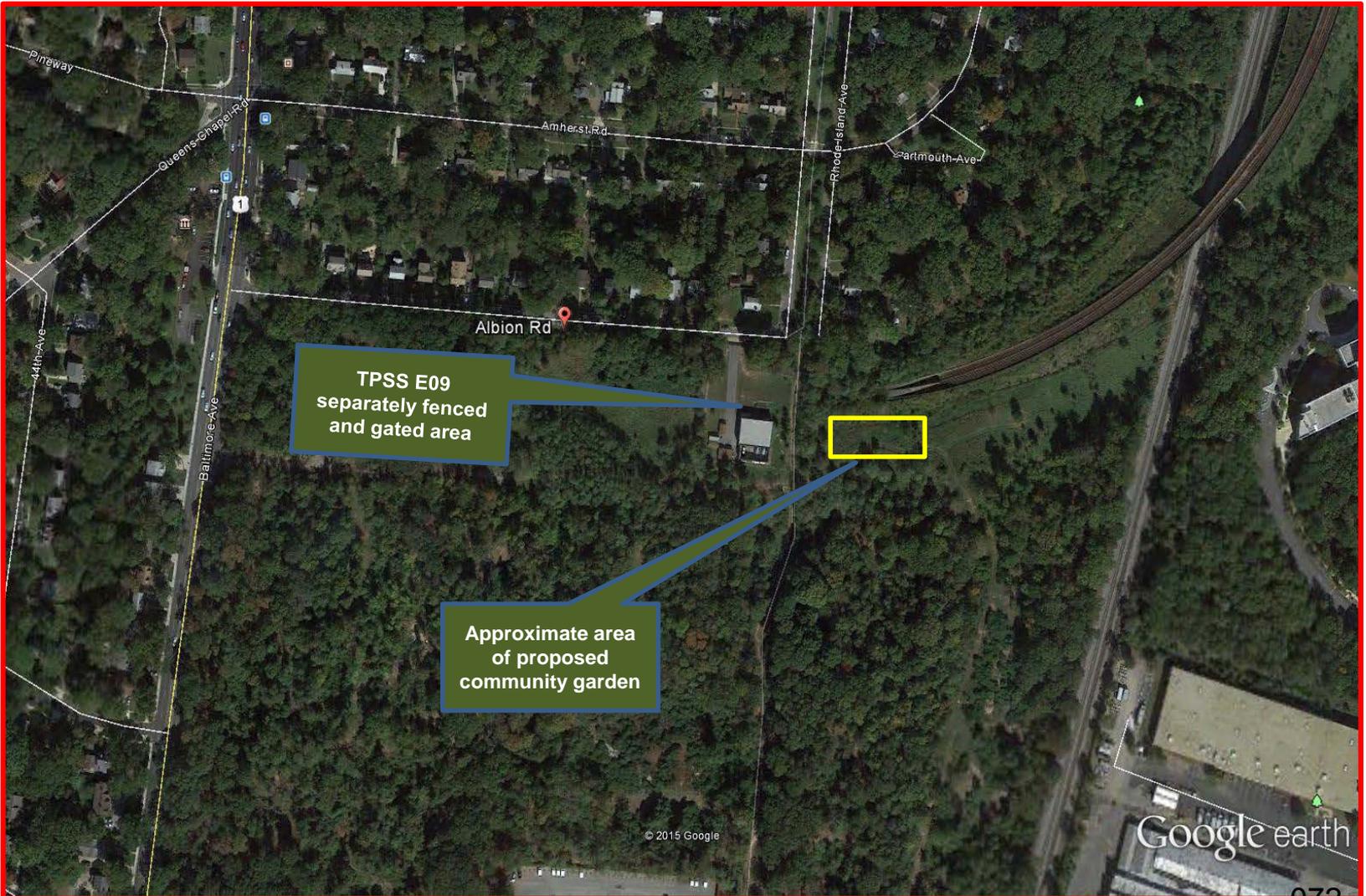
**WITNESS:**

**CITY OF COLLEGE PARK, MARYLAND**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Screen 15-8. Albion Road – City of College Park Community Garden**



# 7. City Code Amendments



**CITY OF COLLEGE PARK, MARYLAND  
WORKSESSION AGENDA ITEM**

**Prepared By:** Suellen M. Ferguson, Esq.  
City Attorney

**Meeting Date:** May 3, 2016

**Presented By:** Suellen M. Ferguson, Esq.  
City Attorney

**Consent Agenda:** No

**Originating Department:** City Attorney

**Action Requested:** Approval of an amendment to City Code Chapters 15, 110, 125, and 157 to clarify sidewalk snow removal requirements, update Chapter 157, create a separate Chapter 115 to consolidate fire safety laws from Chapters 125 and 157, provide for a fine and make conforming changes

**Strategic Plan Goal:** Goal 6– Excellent Services

**Background/Justification:**

An amendment of Chapter 157, Property Maintenance, was begun to conform the requirements for snow removal to §141-5 of the Code. Portions of Chapter 157 have not been amended for many years. As a result, an update of the Chapter is required. In addition, provisions are made for regulating the alteration of storm water flow from one property to another or onto the right of way. City staff has also recommended that the fire safety laws be moved into a separate chapter, new Chapter 115, to clarify that these regulations apply to all properties. Chapter 110 is amended to include the Chapter 115 fine.

**Fiscal Impact:**

None.

**Council Options:**

- #1: Approve Ordinance 16-O-\*\*
- #2: Amend and approve Ordinance 16-O-\*\*
- #3: Take no action

**Staff Recommendation:**

#1:

**Recommended Motion:**

*I move to approve 16-O-\*\* to amend Chapter 15, "Boards, Commissions And Committees", §15-19, "Powers And Duties"; Chapter 110, "Fees and Penalties", §110-2 "Penalties", Chapter 125, "Housing Code", §125-8, "Maintenance of Dwellings", and §125-17, "Firesafety Laws"; and Chapter 157, "Property Maintenance", §157-2, "Definitions; Word Usage"; §157-3, "Compliance; Inspections"; §157-4, "Notification of Violations; Hearings", §157-6, "Responsibilities of Owners and Occupants"; §157-7" Designation Of Unfit Buildings; Condemnation"; and § 157-8, "Higher Standards To Prevail"; delete §157-5, "Adoption of Rules and Regulations", and §157-9 "Hearings" and adopt a new Chapter 115, "Fire Safety" to update and clarify the Codes, include Fire Safety Laws in one chapter, conform snow removal requirements, regulate alteration of water flow, and to make certain conforming changes.*

**Attachments:**

Draft Ordinance 16-O-\*\* with amendments to City Code Chapters 15, 110, 125, and 157; and draft new Chapter 115

**AN ORDINANCE**  
**OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK,**  
**AMENDING CHAPTER 15, “BOARDS, COMMISSIONS AND COMMITTEES”, §15-19,**  
**“POWERS AND DUTIES”; CHAPTER 125, “HOUSING CODE”, §125-8,**  
**“MAINTENANCE OF DWELLINGS”, AND §125-17, “FIRESAFETY LAWS”; AND**  
**CHAPTER 157, “PROPERTY MAINTENANCE”, §157-2, “DEFINITIONS; WORD**  
**USAGE”; §157-3, “COMPLIANCE; INSPECTIONS”; §157-4, “NOTIFICATION OF**  
**VIOLATIONS; HEARINGS”, §157-6, RESPONSIBILITIES OF OWNERS AND**  
**OCCUPANTS”; §157-7” DESIGNATION OF UNFIT BUILDINGS; CONDEMNATION”;**  
**§ 157-8, “HIGHER STANDARDS TO PREVAIL”; DELETING §157-5, “ADOPTION OF**  
**RULES AND REGULATIONS”, AND §157-9 “HEARINGS”; AMENDING CHAPTER**  
**110, ‘FEES AND PENALTIES”, §110-2, “PENALTIES”, AND ADOPTING A NEW**  
**CHAPTER 115, “FIRE SAFETY” ,TO UPDATE AND CLARIFY THE CODES,**  
**INCLUDE FIRE SAFETY LAWS IN ONE CHAPTER AND PROVIDE FOR A FINE,**  
**AND TO MAKE CERTAIN CONFORMING 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 have adopted an exterior property code for non-residential properties (Chapter 157), a Housing Code (Chapter 125), and a fire safety code (§125-17) and have provided for appeals from Chapter 157 (Chapter 15) as part of code enforcement in the City; and

WHEREAS, the Mayor and Council have engaged in a review of these provisions 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 15 “Boards, Commissions and Committees”, Article IV, “Advisory Planning Commission”, §15-19, “Powers and duties” of the

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

Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§15-19. Powers and duties.

The Advisory Planning Commission's duties are as follows:

A. to E. \* \* \* \*

F. To hear appeals and perform such other functions enumerated in § 125-4 of Chapter 125 of the College Park Code, entitled "Housing Regulations," § 87-19 of Chapter 87 of the College Park Code, entitled "Building Construction," § 157-[9] 6 of Chapter 157 of the College Park Code, entitled "Property Maintenance," and as otherwise directed by the Council.

**Section 2.** **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 IV, “Advisory Planning Commission”, §15-29.1, “Hearing panel for fire protection and fire safety” of the Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§15-29.1. Hearing panel for fire protection and fire safety.

Notwithstanding any other provision of this Code or any regulations adopted hereunder, the Advisory Planning Commission is authorized to hear appeals pursuant to ~~§ 125-4~~ §115-8 of the City Code involving fire protection or fire safety violations by means of panels comprised of three or more permanent and/or temporary members. Action by the panel on such appeals may be taken by the affirmative vote of the majority of the panel.

**Section 3.** **BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland, that Chapter 115 “Fires Safety Code”, §15-29.1, “Hearing panel for fire protection and fire safety” of the Code of the City of College Park be, and is hereby, enacted to read as follows:

#### CHAPTER 115 FIRE SAFETY CODE

§115-1. GENERALLY. DIVISION 4 OF SUBTITLE 11 OF THE FIRE SAFETY LAW OF PRINCE GEORGE'S COUNTY, MARYLAND, 2012 EDITION, AS AMENDED FROM TIME TO TIME, WITH THE EXCEPTION OF SECTION 11-293, IS INCORPORATED HEREIN AND ADOPTED BY REFERENCE. THIS SECTION ALSO INCORPORATES BY

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REFERENCE CHAPTER 24 OF THE NFPA 101 LIFE SAFETY CODE, 2015 EDITION, AND IS APPLICABLE TO ONE- AND TWO-FAMILY DWELLINGS AS DEFINED THEREIN. REFERENCES IN THE FIRE PREVENTION CODE OF PRINCE GEORGE'S COUNTY TO THE FIRE CHIEF OR AUTHORIZED REPRESENTATIVE SHALL BE CONSTRUED TO INCLUDE THE CITY PUBLIC SERVICES DEPARTMENT DIRECTOR AND CODE ENFORCEMENT OFFICERS. INSPECTIONS SHALL BE PERFORMED BY THE CITY'S PUBLIC SERVICES DEPARTMENT AND VIOLATIONS SHALL BE ENFORCED IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION. NOTHING HEREIN SHALL BE CONSTRUED AS PREVENTING COUNTY PERSONNEL FROM PERFORMING INSPECTIONS AND ENFORCING THE COUNTY'S FIRE SAFETY LAWS.

§115-2. SMOKE ALARMS. THE OWNER(S) OF ALL RENTAL ROOMING OR DWELLING UNITS, TO INCLUDE BUT NOT BE LIMITED TO APARTMENT UNITS, BOARDING AND ROOMING HOUSES, FRATERNITIES, SORORITIES, ROOMS RENTED AS A HOME OCCUPATION BUT REQUIRED TO HAVE AN OCCUPANCY PERMIT, HOTELS, MOTELS, TOURIST HOMES, AND SINGLE AND DUAL-FAMILY HOMES, WITHIN THE CITY OF COLLEGE PARK ARE REQUIRED TO INSTALL, MAINTAIN, AND HAVE IN OPERATION AT ALL TIMES SMOKE ALARMS OF A TYPE, MAKE AND MODEL APPROVED BY, AND MOUNTED IN LOCATIONS AS SET FORTH IN, DIVISION 4 OF SUBTITLE 11 OF THE FIRE SAFETY LAW OF PRINCE GEORGE'S COUNTY.

§115-3. AUTOMATIC FIRE SPRINKLERS.

A. DORMITORIES, WHICH FOR PURPOSES OF THIS SECTION SHALL INCLUDE ANY FRATERNITY AND SORORITY HOUSE, REGARDLESS OF THE NUMBER OF SLEEPING ACCOMMODATIONS, SHALL BE PROTECTED THROUGHOUT BY INSTALLATION OF AN AUTOMATIC FIRE SPRINKLER SYSTEM MEETING THE REQUIREMENTS OF NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARD NO. 13, 13D OR 13R, IN ACCORDANCE WITH THE COMPLIANCE DEADLINES SET OUT IN THIS SECTION:

B. ALL CONNECTIONS SHALL BE LOCATED ON THE STREET SIDE OF EACH BUILDING, AND ACTIVATION OF THE SPRINKLER SYSTEM SHALL ACTIVATE BOTH THE REQUIRED FIRE ALARM SYSTEM AND A SUPERVISORY ALARM AT A TWENTY-FOUR-HOUR CERTIFIED AND LICENSED ALARM MONITORY SERVICE. INSTALLATION SHALL BE PERFORMED BY A CONTRACTOR POSSESSING A SPRINKLER CONTRACTOR LICENSE FROM THE STATE OF MARYLAND. SAID CONTRACTOR MUST OBTAIN A PERMIT FROM PRINCE GEORGE'S COUNTY PRIOR TO INSTALLATION OF THE SPRINKLER SYSTEM.

C. DETACHED AND SECONDARY BUILDINGS. EXISTING DORMITORY BUILDINGS ARE EXEMPT FROM THE REQUIREMENTS OF THIS SECTION AS TO FIRE SPRINKLER SYSTEMS IF THEY HAVE NO MORE THAN 1,000 SQUARE FEET OF FLOOR AREA, ARE NOT DIRECTLY CONNECTED TO THE MAIN BUILDING USED FOR SLEEPING, AND HAVE NO FACILITIES INTENDED OR USED FOR SLEEPING.

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D. DISABLING SPRINKLER SYSTEM. NO PERSON SHALL SHUT OFF OR DISABLE AN AUTOMATIC FIRE SPRINKLER SYSTEM INSTALLED PURSUANT TO THIS SECTION, EXCEPT DURING THE ACTUAL PERFORMANCE OF MAINTENANCE WORK BY A LICENSED CONTRACTOR.

E. MAINTENANCE OF SPRINKLER SYSTEM. ANY SPRINKLER SYSTEM INSTALLED PURSUANT TO THIS CHAPTER SHALL BE MAINTAINED IN ACCORDANCE WITH NFPA 25, AS AMENDED, BY A CONTRACTOR LICENSED BY THE STATE TO PERFORM SUCH MAINTENANCE.

§115-4. CARBON MONOXIDE DETECTORS. THE REQUIREMENTS OF SEC. 11-295 OF THE PRINCE GEORGE'S COUNTY CODE TO INSTALL AND MAINTAIN CARBON MONOXIDE DETECTORS SHALL ALSO APPLY TO ALL EXISTING SINGLE FAMILY RESIDENCES.

§ 115-5. NOTICE OF VIOLATION. WHENEVER THE CODE ENFORCEMENT OFFICER DETERMINES THAT THERE ARE REASONABLE GROUNDS TO BELIEVE THAT THERE HAS BEEN A VIOLATION OF ANY PROVISION OF THIS CHAPTER OR OF ANY RULE OR REGULATION ADOPTED PURSUANT THERETO, NOTICE OF SUCH ALLEGED VIOLATION SHALL BE GIVEN TO THE PERSON OR PERSONS RESPONSIBLE THEREFOR, AS HEREINAFTER PROVIDED. SUCH NOTICE SHALL:

- A. BE PUT IN WRITING.
- B. INCLUDE A STATEMENT OF THE REASONS WHY IT IS BEING ISSUED.
- C. STATE THE TIME FOR THE PERFORMANCE OF ANY ACT IT REQUIRES.
- D. BE SERVED UPON THE OWNER OR HIS/HER AGENT OR THE OCCUPANT, AS THE CASE MAY REQUIRE, PROVIDED THAT SUCH NOTICE SHALL BE DEEMED TO BE PROPERLY SERVED UPON SUCH OWNER OR AGENT OR UPON SUCH OCCUPANT IF A COPY THEREOF IS SERVED UPON HIM/HER PERSONALLY OR IF A COPY THEREOF IS SENT BY REGULAR MAIL TO HIS/HER LAST KNOWN ADDRESS OR IF A COPY THEREOF IS POSTED IN A CONSPICUOUS PLACE IN OR ABOUT THE DWELLING AFFECTED BY THE NOTICE OR IF HE/SHE IS SERVED WITH SUCH NOTICE BY ANY OTHER METHOD AUTHORIZED OR REQUIRED UNDER THE LAWS OF THIS STATE.

§115-6. PENALTIES. FAILURE TO COMPLY WITH THE PROVISIONS OF THIS SECTION WITHIN TWENTY-FOUR HOURS OF NOTIFICATION SHALL SUBJECT THE OWNER TO AN IMMEDIATE ABATEMENT/CORRECTION ORDER, ISSUANCE OF A MUNICIPAL INFRACTION AND PENALTIES AS PROVIDED IN § 110-2 . AN ADDITIONAL CITATION MAY BE ISSUED FOR EACH SUCCESSIVE TWENTY-FOUR-HOUR PERIOD IN WHICH THE VIOLATION IS NOT FULLY CORRECTED.

§115-7. REQUEST FOR APPEAL. ANY PERSON AFFECTED BY ANY NOTICE OR ORDER WHICH HAS BEEN ISSUED IN CONNECTION WITH THE ENFORCEMENT OF ANY PROVISION OF THIS ARTICLE MAY REQUEST AND SHALL BE GRANTED A

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HEARING ON THE MATTER BY THE ADVISORY PLANNING COMMISSION, PROVIDED THAT SUCH PERSON SHALL, WITHIN 10 DAYS AFTER SERVICE OF A NOTICE OR ORDER, FILE IN THE OFFICE OF THE PUBLIC SERVICES DIRECTOR A SIGNED, WRITTEN NOTICE OF APPEAL, REQUESTING A HEARING AND SETTING FORTH A BRIEF STATEMENT OF THE REASONS THEREFOR. UPON RECEIPT OF SUCH NOTICE OF APPEAL, THE PUBLIC SERVICES DIRECTOR SHALL NOTIFY THE ADVISORY PLANNING COMMISSION.

§115-8. APPEALS. THE PLANNING COMMISSION SHALL HEAR APPEALS FROM ALLEGED VIOLATIONS OF THE PROVISIONS OF THIS CHAPTER. A QUORUM OF THREE OR MORE PERMANENT AND/OR TEMPORARY MEMBERS SHALL BE REQUIRED BEFORE THE COMMISSION MAY TAKE ANY OFFICIAL ACTION. ACTION MAY BE TAKEN BY THE AFFIRMATIVE VOTE OF THE MAJORITY OF THE PANEL. THE ADVISORY PLANNING COMMISSION SHALL SET A TIME AND PLACE FOR SUCH HEARING AND SHALL GIVE THE PERSON APPEALING AND THE PUBLIC SERVICES DIRECTOR NOTICE THEREOF. THE BOARD SHALL DETERMINE SUCH APPEALS AS PROMPTLY AS PRACTICABLE.

§115-9. DECISION. AFTER SUCH HEARING, THE ADVISORY PLANNING COMMISSION MAY AFFIRM, AMEND, MODIFY OR WITHDRAW THE NOTICE OR ORDER APPEALED FROM. THE DECISION OF THE ADVISORY PLANNING COMMISSION SHALL CONSTITUTE AN ORDER, AND ANY PERSON WHO SHALL FAIL, REFUSE OR NEGLECT TO COMPLY WITH ANY SUCH ORDER SHALL BE GUILTY OF VIOLATING THE PROVISIONS OF THIS ARTICLE. THE DECISION OF THE COMMISSION SHALL IN ALL CASES BE FINAL, EXCEPT THAT ANY APPELLANT OR PARTY DIRECTLY AGGRIEVED BY A DECISION OF THE COMMISSION MAY, PROVIDED THAT HE/SHE DOES SO, APPEAL TO A COURT OF RECORD OF COMPETENT JURISDICTION WITHIN 30 DAYS AFTER THE RENDERING OF SUCH DECISION.

§115-10. EMERGENCIES. UPON A DETERMINATION THAT A FIRE SAFETY EMERGENCY EXISTS WHICH REQUIRES IMMEDIATE ACTION TO PROTECT THE PUBLIC HEALTH, THE DIRECTOR OF PUBLIC SERVICES MAY, WITHOUT NOTICE OR HEARING, ISSUE AN ORDER RECITING THE EXISTENCE OF SUCH AN EMERGENCY AND REQUIRING SUCH ACTION TO BE TAKEN AS IS DEEMED NECESSARY TO MEET THE EMERGENCY. NOTWITHSTANDING THE OTHER PROVISIONS OF THIS ARTICLE, SUCH ORDER SHALL BE EFFECTIVE IMMEDIATELY. IF REQUESTED, A HEARING SHALL BE AFFORDED AS SOON AS POSSIBLE.

**Section 4. BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland, that Chapter 125, "Housing Code", §125-8

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“Maintenance of dwellings”, of the Code of the City of College Park be, and is hereby, repealed as follows:

§125-8. Maintenance of dwellings.

No person shall occupy as owner-occupant or let to another for occupancy any dwelling, or dwelling or rooming unit, for the purpose of living therein, which does not comply with the following requirements:

A. – H. \* \* \* \*

I. Grading and drainage. All premises shall be graded and maintained so as to prevent the accumulation of stagnant water thereon or within any building or structure located thereon. No stagnant water may be allowed to accumulate or stand anywhere on or about the premises, or in any items or receptacles on the premises in which water has collected, and ruts or other uneven surfaces shall be graded to eliminate standing water. Water in swimming pools, wading pools and fish ponds shall not be allowed to stagnate and shall be maintained in a clean and sanitary condition at all times. Water from swimming or wading pools, sump pumps, or fish ponds shall not be drained in such a manner as to flow onto neighboring property, or onto sidewalks or driveway aprons in the public right-of-way, or to cause erosion. Every downspout or gutter shall be properly installed, free from leaks and obstructions, and kept in good repair. GRADING, OR CONSTRUCTION OF IMPERMEABLE SURFACES SUCH AS PATIOS, DRIVEWAYS, WALKWAYS OR TERRACES OR OTHER PAVING, OR THE INSTALLATION OF ANY DOWNSPOUT OR DRAIN, WHICH WILL ALTER THE FLOW OF WATER OR DRAINAGE SO AS TO HAVE AN ADVERSE EFFECT ON ABUTTING OR NEARBY PROPERTIES OR ONTO THE PUBLIC RIGHT OF WAY IS PROHIBITED. A notice of violation shall give the responsible party 10 days to correct the violation.

**Section 5. BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and

Council of the City of College Park, Maryland, that Chapter 125, “Housing Code”, §125-17

“Firesafety laws”, of the Code of the City of College Park be, and is hereby, repealed as follows:

~~§125-17. “Firesafety laws.~~

~~A. Generally. Division 4 of Subtitle 11 of the Fire Safety Law of Prince George's County, Maryland, as amended effective January 2007 and from time to time, is incorporated herein and adopted by reference. This section also incorporates by reference Chapter 24 of the NFPA 101 Life Safety Code, 2006 Edition, and is applicable to one and two family dwellings as defined therein. References in the Fire Prevention Code of Prince George's County to the Fire Chief or authorized representative shall be construed to include the City Public Services Department Director and Code Enforcement Officers. Inspections shall be performed by the City's Public Services Department and violations shall be enforced in accordance with the provisions of~~

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~~§ 125 3. Nothing herein shall be construed as preventing county personnel from performing inspections and enforcing the county's fire safety laws.~~

~~B. Smoke alarms. The owner(s) of all rental rooming or dwelling units, to include but not be limited to apartment units, boarding and rooming houses, fraternities, sororities, rooms rented as a home occupation but required to have an occupancy permit, hotels, motels, tourist homes, and single family homes, within the City of College Park are required to install, maintain, and have in operation at all times smoke alarms of a type, make and model approved by, and mounted in locations as set forth in, the Prince George's Fire Protection Codes.~~

~~C. Automatic fire sprinklers.~~

~~(1) Required.~~

~~(a) The following existing structures or buildings shall be protected throughout by installation of an automatic fire sprinkler system meeting the requirements of National Fire Protection Association (NFPA) Standard No. 13, 13D or 13R, in accordance with the compliance deadlines set out in this section:~~

~~[1] Dormitories, which for purposes of this section shall include any fraternity and sorority house, regardless of the number of sleeping accommodations.~~

~~(b) All connections shall be located on the street side of each building, and activation of the sprinkler system shall activate both the required fire alarm system and a supervisory alarm at a twenty four hour certified and licensed alarm monitory service. Installation shall be performed by a contractor possessing a sprinkler contractor license from the State of Maryland. Said contractor must obtain a permit from Prince George's County prior to installation of the sprinkler system.~~

~~(2) Compliance period. Existing dormitories shall come into compliance with this section within three years of its effective date. If an existing structure is proposed to be converted to use as a dormitory, compliance with this section is required prior to the issuance of any occupancy permit for that use. If an existing structure is in use as a dormitory and is renovated prior to the three year compliance period at a cost exceeding 50% of the structure's taxable value, then compliance with this section is required at the time of renovation completion.~~

~~(3) Detached and secondary buildings. Existing dormitory buildings are exempt from the requirements of this section as to fire sprinkler systems if they have no more than 1,000 square feet of floor area, are not directly connected to the main building used for sleeping, and have no facilities intended or used for sleeping.~~

~~(4) Disabling sprinkler system. No person shall shut off or disable an automatic fire sprinkler system installed pursuant to this section, except during the actual performance of maintenance work by a licensed contractor.~~

~~(5) Maintenance of sprinkler system. Any sprinkler system installed pursuant to this chapter shall be maintained in accordance with NFPA 25, as amended, by a contractor licensed by the state to perform such maintenance.~~

~~D. Penalties. Failure to comply with the provisions of this section shall subject the owner to an immediate abatement/correction order and penalties as provided in § 110 2 and § 125 3B(4).]~~

**Section 6. BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and

Council of the City of College Park, Maryland, that Chapter 157 "Property Maintenance, Article I,

“Nonresidential Premises”, §157-2, “Definitions; word usage” of the Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§157-2. Definitions; word usage.

A. The following terms, wherever used herein or referred to in this ~~code~~ CHAPTER, shall have the respective meanings assigned to them unless a different meaning clearly appears from the context:

\* \* \* \*

~~[FIRE HAZARD~~

~~Anything or any act which increases or may cause an increase of the hazard or menace of fire to a greater degree than that customarily recognized as normal by persons in the public service of preventing, suppressing or extinguishing fire or which may obstruct, delay or hinder or may become the cause of an obstruction, a delay, a hazard or a hindrance to the prevention, suppression or extinguishment of fire. (See also "nuisance.")~~

~~FIRE MARSHAL~~

~~The Fire Marshal of the City of College Park or Prince George's County.]~~

\* \* \* \*

GARBAGE

~~[Putrescible animal and]~~ ANIMAL OR vegetable waste THAT IS SUBJECT TO ORGANIC DECOMPOSITION AND resulting from the handling, preparation, cooking and consumption of food. (See also "refuse" and "rubbish.")]

\* \* \* \*

LITTER

ALL RUBBISH, WASTE MATERIAL, REFUSE, GARBAGE, TRASH, DEBRIS, DEAD ANIMALS OR OTHER DISCARDED MATERIALS OR PROPERTY OF EVERY KIND AND DESCRIPTION.

\* \* \* \*

NUISANCE

(1) Any public nuisance known at common law or in equity jurisprudence or as provided by the statutes of the State of Maryland, Prince George's County or the ordinances of the City of College Park.

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(2) Any nuisance which may prove detrimental to the health or safety of children, whether in a building, on the premises of a building or upon an unoccupied lot. This includes but is not limited to abandoned walls, shafts, basements, excavations, abandoned iceboxes, refrigerators, motor vehicles, any structurally unsound fences or structures, and lumber, trash, LITTER, [~~fences,~~] debris or vegetation, such as poison ivy, oak or sumac, which may prove a hazard for inquisitive minors.

(3) Physical conditions dangerous to human life or detrimental to the health of persons on or near the premises where the conditions exist.

(4) Overcrowding of a room with occupants in violation of [~~this code~~] Chapter 115, FIRE SAFETY.

(5) Insufficient ventilation or illumination in violation of this [~~code~~] CHAPTER.

(6) Inadequate or insanitary sewerage or plumbing facilities in violation of this code.

(7) Insanitary conditions or anything offensive to the senses or dangerous to health in violation of this code.

(8) Whatever renders air, food or drink unwholesome or detrimental to the health of human beings.

(9) Fire hazards.

(10) Walks, roadways, parking lots and similar areas open to the public which present hazardous conditions by reason of poor maintenance.

\* \* \* \*

## REFUSE

All putrescible and non-putrescible solid wastes, except body wastes, including but not limited to garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles and solid market and industrial wastes. [~~(See also "garbage" and "rubbish.")~~]

\* \* \* \*

## RUBBISH

Non-putrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cigarettes, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials. [~~(See also "garbage" and "refuse.")~~]

**Section 7**. **BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and

Council of the City of College Park, Maryland, that Chapter 157 "Property Maintenance, Article I,

“Nonresidential Premises”, §157-3, “Compliance; inspections” of the Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§157-3. Compliance; inspections.

A. – C. \* \* \* \*

~~[D. Occupancy permit. After inspection by the Public Services Department and compliance with this article is obtained, an occupancy permit for the use of the structure may be issued in compliance with Chapter 144 of the City Code.]~~

**Section 8**. **BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland, that Chapter 157 “Property Maintenance, Article I, “Nonresidential Premises”, §157-4, “Notification of violations; hearings” of the Code of the City of College Park be, and is hereby, repealed, reenacted and amended to read as follows:

§157-4. Notification of violations; hearings.

A. Notice; fine.

(1) \* \* \* \*

(2) Public nuisance-type violations adversely affecting the public because of odor, safety or health may require expedited corrective action within ~~[eight]~~ FOUR hours of notification to the offending or responsible party. Failure to take such corrective action shall result in the imposition of a fine as set forth in Chapter 110, Fees and Penalties, and the issuance of a citation in accordance with the requirements of ~~[Article 23A, § 3(b)(2),]~~ §6-102 *ET SEQ.* of the LOCAL GOVERNMENT ARTICLE, Annotated Code of Maryland. If the violator fails to pay the fine by the date of payment set forth on the citation and fails to file a notice of his/her intention to stand trial for the offense, the person shall be liable for the assessed fine as set forth in Chapter 110, Fees and Penalties. If the City, because of the urgency of having the violation corrected, uses City labor or material to correct the violation, the material and labor charges shall be assessed and shall be collectible as a tax lien against the subject property. In addition to the foregoing, the Public Services Department is authorized to seek injunctive relief when the situation so warrants.

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**Section 9**. **BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland, that Chapter 157 “Property Maintenance, Article I, “Nonresidential Premises”, §157-5, “Adoption of rules and regulations” of the Code of the City of College Park be, and is hereby, deleted as follows:

~~§157-5. Adoption of rules and regulations.~~

~~The Mayor and Council is hereby authorized to make and to adopt such written rules and regulations as may be necessary for the proper enforcement of the provisions of this article, provided that such rules and regulations shall not be in conflict with the provisions of this article. Such rules and regulations shall have the same force and effect as the provisions of this article and the penalty for violation of the provisions of this article, as hereinafter provided.]~~

**Section 10**. **BE IT FURTHER ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland, that Chapter 157 “Property Maintenance, Article I, “Nonresidential Premises”, §157-6, “Responsibilities of owners and occupants” of the Code of the City of College Park be, and is hereby, repealed, reenacted, renumbered and amended to read as follows:

§157-[6] 5. Responsibilities of owners and occupants.

A. General Requirements \* \* \* \*

B. Duties and responsibilities of owner.

(1) Maintenance of exterior of premises.

(a) [1] –[9]

[10] Public nuisances, snow removal: IT SHALL BE THE DUTY OF EVERY OWNER, OPERATOR AND OCCUPANT OF A PROPERTY TO REMOVE AND CLEAR AWAY ANY accumulated snow or ice ~~[on]~~ FROM THE PORTION OF THE PUBLIC SIDEWALK WHICH ABUTS SAID PROPERTY, AND FROM paths, walks, driveways, parking lots and parking areas and other areas which are accessible and used by pedestrians and automobiles ON THE PROPERTY, WITHIN 24 HOURS OF CESSATION OF SNOWFALL. FAILURE TO DO SO SHALL CONSTITUTE A PUBLIC NUISANCE. ~~[where such snow and/or ice remains uncleared within eight hours~~

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~~of daylight after the termination of the snowfall.] [Note: Section 157-4F may be applied to this section if deemed necessary because of emergency conditions. See § 157-4A(2) for applying noncompliance charges.]~~

[11] \* \* \* \*

[12] GRADING, OR CONSTRUCTION OF IMPERMEABLE SURFACES SUCH AS PATIOS, DRIVEWAYS, WALKWAYS OR TERRACES OR OTHER PAVING, OR THE INSTALLATION OF ANY DOWNSPOUT OR DRAIN, WHICH WILL ALTER THE FLOW OF WATER OR DRAINAGE SO AS TO HAVE AN ADVERSE EFFECT ON ADJUTING OR NEARBY PROPERTIES OR ONTO THE PUBLIC RIGHT OF WAY IS PROHIBITED.

\* \* \* \*

(2) Interior maintenance.

(a) – (f) \* \* \* \*

(g) Designated storage bins, rooms and areas shall be used for accumulating garbage or refuse. Flammable or combustible liquids or other materials may not be stored on the premises unless they are of a type ~~[approved for storage by the regulations of the Fire Marshal,]~~ THAT IS COMPLIANT WITH CHAPTER 115 OF THIS CODE and then only in such quantities and in such fireproof storage containers as may be prescribed by the regulations.

(h) – (i) \* \* \* \*

~~(j) [If the capacity of the building is fewer than 50 people, only one egress is needed. If rated for 50 or more people, two egresses are needed.]~~

(j) All exit signs, lights and emergency lights are to be in good repair and operating efficiently.

(k) THE OWNER AND OPERATOR SHALL BE RESPONSIBLE FOR THE ELIMINATION OF INFESTATION IN AND ON THE PREMISES SUBJECT TO HIS/HER CONTROL

\* \* \* \*

C. Duties and responsibilities of occupant.

(1) Cleanliness and sanitation. All parts of the premises under the control of the occupant or operator shall be kept in a clean and sanitary condition, and the occupant shall refrain from performing any acts which would render other parts of the premises unclean or insanitary or which would prevent the owner or operator from performing any duty required hereunder or maintaining the premises in a clean and sanitary condition. ~~[Every operator shall be responsible for the elimination of infestation in and on the premises subject to his/her control.]~~

- (2) [~~Malicious damage. Every occupant shall be responsible for willfully or maliciously causing damage to any part of the premises.~~]
- (3) Installation and maintenance of heating equipment. Where any occupant undertakes to install heating equipment, the same shall conform to the requirements of the [~~Prince George's County~~] CITY'S Building Code. The occupant shall thereafter be responsible for maintaining such equipment installed by him/her in good repair and operating condition during all times that the heating equipment shall remain under his/her control. The area around the heating equipment shall be kept clean and free of any material and be accessible for servicing. No flammable materials shall be stored in this area.

**Section 11.** BE IT FURTHER ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland, that Chapter 157 "Property Maintenance, Article I, "Nonresidential Premises", §157-7, "Designation of unfit buildings; condemnation" of the Code of the City of College Park be, and is hereby, repealed, reenacted, renumbered and amended to read as follows:

§157-[7] 6. Designation of unfit buildings; condemnation; HEARING

A. – D. \* \* \* \*

E. THE ADVISORY PLANNING COMMISSION, UPON INFORMATION FROM THE PUBLIC SERVICES DIRECTOR THAT ANY NONRESIDENTIAL BUILDING WITHIN THE CORPORATE LIMITS OF THE CITY HAS BEEN ORDERED DEMOLISHED OR REPAIRED UNDER THE PROVISIONS OF § 157-6B, SHALL SCHEDULE A HEARING ON THE MATTER WITHIN A REASONABLE TIME THEREAFTER. THE OWNER OF THE PROPERTY SHALL BE NOTIFIED BY REGISTERED MAIL OF THE SCHEDULED HEARING AT LEAST 15 DAYS IN ADVANCE OF THE SCHEDULED MEETING. NOTICE OF THE MEETING, INCLUDING A DESCRIPTION OF THE INVOLVED PROPERTY, SHALL BE PUBLISHED IN TWO CONSECUTIVE ISSUES OF A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY. ON THE SCHEDULED DATE OF THE HEARING, THE ADVISORY PLANNING COMMISSION SHALL HEAR THE OWNER OF SAID PROPERTY, OR HIS/HER DULY DESIGNATED AGENT OR REPRESENTATIVE, IF EITHER SHALL APPEAR, AND MAY ALSO HEAR ANY ADDITIONAL EVIDENCE OR VERIFIED INFORMATION WHICH MAY HAVE A BEARING UPON THE CASE.

**Section 12.** BE IT FURTHER ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland, that Chapter 157 "Property Maintenance, Article I,

“Nonresidential Premises”, §157-8, “Higher standards to prevail” of the Code of the City of College Park be, and is hereby, repealed, reenacted, renumbered and amended to read as follows:

§157-[8] 7. Higher standards to prevail.

\* \* \* \*

**Section 13.** BE IT FURTHER ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland, that Chapter 157 “Property Maintenance, Article I, “Nonresidential Premises”, §157-9, “Hearings” of the Code of the City of College Park be, and is repealed and amended to read as follows:

~~[§157-9. Hearings.~~

~~A. The Advisory Planning Commission, upon information from the Public Services Director that any nonresidential building within the corporate limits of the City has been ordered demolished or repaired under the provisions of § 157-7B, shall schedule a hearing on the matter within a reasonable time thereafter. The owner of the property shall be notified by registered mail of the scheduled hearing at least 15 days in advance of the scheduled meeting. Notice of the meeting, including a description of the involved property, shall be published in two consecutive issues of a newspaper of general circulation in the City.~~

~~B.~~

~~On the scheduled date of the hearing, the Advisory Planning Commission shall hear the owner of said property, or his/her duly designated agent or representative, if either shall appear, and may also hear any additional evidence or verified information which may have a bearing upon the case.]~~

**Section 14.** BE IT FURTHER ORDAINED AND ENACTED, by the Mayor and Council of the City of College Park, Maryland, that that Chapter 110 “Fees and Penalties”, §110-2, “Penalties” be and it is hereby repealed, re-enacted and amended to read as follows:

**§110-2 Penalties.**

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

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Chapter/Section	Violation	Penalty
	* * * * *	

**Chapter 115, Fire Safety Code**

	* * * * *	
Chapter:		
First violation		\$100
Second violation		\$200
Each additional 24 hours		\$200

**Section 15. 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 \_\_\_\_\_ P.M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or 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

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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 \_\_\_\_ day of \_\_\_\_\_ 2016.

**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

8.

# Future Agendas



TO: Mayor, City Council, City Manager and Department Directors  
FROM: Janeen S. Miller, City Clerk  
DATE: April 26, 2016  
RE: Future Agendas

The following items are tentatively placed on future agendas. This list has been prepared by the City Manager and me, and represents the current schedule for items that will appear on future agendas.

**TUESDAY, MAY 10, 2016 REGULAR MEETING**

Constant Yield Tax Rate Public Hearing

Budget Public Hearing

Proclamation: National Public Works Week

Proclamation: Honoring Municipal Clerks

Proclamation: National Infrastructure Week

Adoption of Resolution 16-R-03 for SunTrust Master Lease #3 for Fleet Purchases

Proposed Consent: Free parking in the downtown parking garage on Saturdays during summer months

**TUESDAY, MAY 17, 2016 WORKSESSION**

Discussion of possible budget changes after public hearing (if needed)

04-20-16: Purchase of IT server refresh – Sarah Price, IT Manager

Discussion about the possibility of creating a Martin Luther King, Jr. Tribute Committee (10)

Award of Contract for the Construction of Duvall Field Concession Building and Plaza - Terry Schum, Director of Planning

Follow-up on an Arts and Entertainment Task Force - Bill Gardiner, Assistant City Manager (15)

02-24-16: Contract for Development Consultant – Scott Somers, City Manager

**TUESDAY, MAY 24, 2016 REGULAR MEETING**

Introduction of District 1 police command staff

Presentation of the "If I Were Mayor, I Would" Outstanding Essayists

Adoption of the FY 2017 Budget

**TUESDAY, JUNE 7, 2016 WORKSESSION**

01-06-16: Follow-up to the January 5 discussion of recommendations by the Noise Control Board – Suellen Ferguson, City Attorney

**TUESDAY, JUNE 14, REGULAR MEETING**

Award of annual asphalt and concrete maintenance contracts - Steve Halpern, City Engineer

**TUESDAY, JULY 5 WORKSESSION**

04-07-16: Litter Awareness Campaign (request of Councilmember Brennan) AND Solid waste reduction ideas including Pay As You Throw (PAYT) (request of Councilmember Nagle) and Business Recycling (from FY '17 budget W/S)

**TUESDAY, JULY 12 REGULAR MEETING**

**PENDING AGENDA ITEMS**

03-08-12: Trolley Trail negotiations – Suellen Ferguson, City Attorney

01-07-14: Model Public Participation Ordinance and community engagement – Mayor Wojahn

02-11-14: Discussion of an awards program to encourage and reward property owners (CBE)

10-06-14: Discussion of an amendment to the City Code to prohibit the placement of furniture not designed for outdoor use, within or under a permanent accessory structure such as a covered porch or gazebo (Chapter 125-10.N) – Bob Ryan, Director of Public Services

11-18-14: Proposed Revisions to the City's "48 hour parking" rule – Bob Ryan, Director of Public Services and Suellen Ferguson, City Attorney

Discussion about issuing a Request for Expressions of Interest for the Calvert Road School site

05-19-15: Discussion of City-wide technology plan – request of Councilmember Kabir

08-05-15: Report from "Council Internship Program Subcommittee" – Councilmember Kabir

09-09-15: Presentation by Prince George's County Public Schools on the Capital Improvement Plan for northern Prince George's County

10-06-15: I-495 and Route 1 intersection safety improvements – SHA

10-06-15: Discussion about the future of the Neighborhood Watch Steering Committee

10-20-15: Presentation of alternatives for Greenbelt Road at Rhode Island Avenue intersection – Venu Nemani, SHA District Engineer

12-11-15: Discussion on Landlord Orientation Pilot Program – Scott Somers, City Manager

01-20-16: Update to request for Commuter Shuttle Bus Service – Peggy Higgins, Director of Youth, Family and Senior Services (this item will be discussed in conjunction with the Aging-In-Place Task Force Report)

03-24-15: Review of the City's Emergency Preparedness Plan – Bob Ryan, Director of Public Services

12-14-15: Award of contract for stormwater management projects along Rhode Island Avenue and Narragansett Parkway – Terry Schum, Director of Planning

03-15-16: New Resolution establishing the Neighborhood Quality of Life Committee – Councilmembers Stulich and Brennan

04-20-16: When the proposed amendments to the Fence Ordinance returns to Council, schedule a discussion about the APC's suggestion that the City provide financial incentives to residents to promote the use of fence materials other than chain link.

Letter of support for a College Park Food Truck Hub (10) - Terry Schum, Director of Planning

### **MASTER LIST**

03-15-16: Discussion of drainage in the City – request of Councilmember Nagle

Presentation on Towne Place Suites development – request of Councilmember Cook

04-25-16: Business and development incentives for North College Park – request of Councilmember Kabir

#### **FY 2017 Budget Schedule:**

May 10: Budget Public Hearing and Constant Yield Tax Rate Public Hearing  
 May 17: Worksession discussion of possible budget changes after PH, if needed  
 May 24: Budget adoption

#### **Budget Parking Lot:**

##### **FY 2015:**

1. Public Services-Admin performance measure #2 (response within 1 business day) (Wojahn): Worksession follow-up (Bob Ryan)
2. Reduce printing City-wide (Brennan): Worksession discussion

##### **FY 2016:**

3. Performance Measures
4. SunGard Business Process Review (Part 2)
5. Finance satellite office at Public Works

#### **May 10, 2014 Retreat Parking Lot:**

1. What is the City's role vis-à-vis Day Care needs in the City

# 9. Boards and Committees

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

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

<b>Advisory Planning Commission</b>			
Appointee	Represents	Appointed by	Term Expires
Larry Bleau 7/9/02	District 1	Mayor	01/19
Rosemarie Green Colby 04/10/12	District 2	Mayor	04/18
Christopher Gill 09/24/13	District 1	Mayor	09/16
James E. McFadden 2/14/99	District 3	Mayor	04/16
Kate Kennedy 08/11/15	District 1	Mayor	08/18
Javid Farazad 10/27/15	District 4	Mayor	10/18
John Rigg 01/12/16	District 3	Mayor	01/19
<p>City Code Chapter 15 Article IV: The APC shall be composed of 7 members appointed by the Mayor with the approval of Council, shall seek to give priority to the appointment of residents of the City and assure that there shall be representation from each of the City's four Council districts. Vacancies shall be filled by the Mayor with the approval of the Council for the unexpired portion of the term. Terms are three years. The Chairperson is elected by the majority of the Commission. Members are compensated. Liaison: Planning.</p>			

<b>Aging-In-Place Task Force</b>			
Appointee	Position Filled:	Resides In:	Term Expires
VACANT	Resident 1		Upon completion and submission of final report to the City Council.
Darlene Nowlin 10/14/14	Resident 2	District 4	
VACANT	Resident 3		
Lisa Ealley 01/27/15	Resident 4	District 1	
Judy Blumenthal 01/27/15	Resident 5	District 1	
Dave Dorsch 03/10/15	Resident 6	District 3	
Helen Barnes 04/15/15	Resident 7	District 3	
VACANT	Resident 8		
VACANT	Councilmember #1		
Patrick L. Wojahn 11/25/14	Councilmember #2	District 1	
P. J. Brennan 11/25/14	Councilmember #3	District 2	
Fazlul Kabir 11/25/14	Councilmember #4	District 1	
<p>Established April 2014 by Resolution 14-R-07. Council positions expanded from 2 to 4 by Resolution 14-R-34 October 2014. Final report of strategies and recommendations to Council anticipated January 2015. Composition: 8 City residents (with the goal of having two from each Council District) and 4 City Council representatives, for a total of 12. Quorum = 5. Task Force shall elect Chairperson from membership. Not a compensated committee. Liaison: Director of Youth, Family and Seniors Services.</p>			

<b>Airport Authority</b>			
Appointee	Resides in	Appointed by	Term Expires
James Garvin 11/9/04	District 3	M&C	10/18
Jack Robson 5/11/04	District 3	M&C	03/17
Anna Sandberg 2/26/85	District 3	M&C	03/19
Gabriel Iriarte 1/10/06	District 3	M&C	04/16
Christopher Dullnig 6/12/07	District 2	M&C	01/17
David Kolesar 04/28/15	District 1	M&C	04/18
Dave Dorsch 08/11/15	District 3	M&C	08/18
City Code Chapter 11 Article II: 7 members, must be residents and qualified voters of the City, appointed by Mayor and City Council, for three-year terms. Vacancies shall be filled by M&C for an unexpired portion of a term. Authority shall elect Chairperson from membership. Not a compensated committee. Liaison: City Clerk's Office.			

<b>Animal Welfare Committee</b>			
Appointee	Resides in	Appointed by	Term Expires
Lois Donaty 07/14/15	District 2	M&C	07/18
Dave Turley 3/23/10	District 1	M&C	04/19
Patti Stange 6/8/10	Non resident	M&C	02/17
Taimi Anderson 6/8/10	Non resident	M&C	02/18
Suzie Bellamy 9/28/10	District 4	M&C	04/17
Nick Brennan 05/26/15	District 2	M&C	05/18
Kathy Rodeffer 11/24/15	Non resident	M&C	11/18
Christiane Williams 03/22/16	District 1	M&C	03/19
Resolution 15-R-26, 10-R-20: Up to fifteen members appointed by the Mayor and Council for three-year terms. Not a compensated committee. Liaison: Public Services.			

<b>Board of Election Supervisors</b>			
Appointee	Represents	Appointed by	Term Expires
John Robson (Chief) 5/24/94	Mayoral appt	M&C	03/17
Terry Wertz 2/11/97	District 1	M&C	03/17
Mary Katherine Theis 02/24/15	District 2	M&C	03/17
VACANT	District 3	M&C	03/17
Maria Mackie 08/12/14	District 4	M&C	03/17
City Charter C4-3: The Mayor and Council shall, not later than the first regular meeting in March of each year in which there is a general election, appoint and fix the compensation for five qualified voters as Supervisors of Elections, one of whom shall be appointed from the qualified voters of each of the four election districts and one of whom shall be appointed by the Mayor with the consent of the Council. The Mayor and Council shall designate one of the five Supervisors of Elections as the Chief of Elections. This is a compensated committee; compensation is based on a fiscal year. Per Council action (item 11-G-66) effective in March, 2013: In an election year all of the Board receives compensation. In a non-election year only the Chief Election Supervisor will be compensated. Liaison: City Clerk's office.			

<b>Cable Television Commission</b>			
Appointee	Resides in	Appointed by	Term Expires
Jane Hopkins 06/14/11	District 1	Mayor	09/17
VACANT		Mayor	
James Sauer 9/9/08	District 3	Mayor	10/16
VACANT		Mayor	
Normand Bernache 09/23/14	District 4	Mayor	09/17
City Code Chapter 15 Article III: Composed of four Commissioners plus a voting Chairperson, appointed by the Mayor with the approval of the Council, three year terms. This is a compensated committee. Liaison: City Manager's Office.			

<b>College Park City-University Partnership</b>			
Appointee	Represents	Appointed by	Term Expires
Carlo Colella	Class A Director	UMD President	06/30/18
Edward Maginnis	Class A Director	UMD President	06/30/18
Michael King	Class A Director	UMD President	06/30/16
Brian Darmody	Class A Director	UMD President	06/30/17
Patrick L. Wojahn (01/12/16)	Class B Director	M&C	06/30/17
Maxine Gross	Class B Director	M&C	06/30/18
Senator James Rosapepe	Class B Director	M&C	06/30/19
Stephen Brayman	Class B Director	M&C	06/30/17
David Iannucci (07/15/14)	Class C Director	City and University	06/30/17
Dr. Richard Wagner	Class C Director	City and University	06/30/19
The CPCUP is a 501(c)(3) corporation whose mission is to promote and support commercial revitalization, economic development and quality housing opportunities consistent with the interests of the City of College Park and the University of Maryland. The CPCUP is not a City committee but the City makes appointments to the Partnership. Class B Directors are appointed by the Mayor and City Council; Class C Directors are jointly appointed by the Mayor and City Council and the President of the University of Maryland.			

<b>Citizens Corps Council</b>			
Appointee	Represents	Appointed by	Term Expires
Spiro Dimakas		M&C	10/17
Yonaton Kobrias 10/14/14		M&C	10/17
VACANT	Neighborhood Watch	M&C	
Dan Blasberg 3/27/12		M&C	03/18
David L. Milligan (Chair) 12/11/07		M&C	02/17
Marilyn Morin 04/12/16		M&C	04/19
Resolution 05-R-15. Membership shall be composed as follows: A Citizen Corps Coordinator for each neighborhood shall be nominated and appointed by the Mayor and Council and serve as a potential member of the CPCCC for the term of their respective office in the neighborhood group. Mayor and Council shall nominate and appoint 5 to 7 residents to serve as community coordinators and to serve on the CPCCC. At least one member of the CPCCC shall be the Neighborhood Watch			

Coordinator, and at least one member shall represent each of the other Citizen Corps programs such as CERT, Fire Corps, Volunteers In Police Service, etc. Each member of the CPCCC shall serve for a term of 3 years, and may be reappointed for an unlimited number of terms. The Mayor, with the approval of the City Council, shall appoint the Chair and Co-Chair of the CPCCC from among the members of the committee. The Director of Public Services shall serve as an ex officio member. Not a compensated committee. Liaison: Public Services.

<b>Committee For A Better Environment</b>			
Appointee	Resides in	Appointed by	Term Expires
Janis Oppelt 8/8/06	District 1	M&C	01/19
Suchitra Balachandran 10/9/07	District 4	M&C	01/17
Donna Weene 9/8/09	District 1	M&C	01/19
Kennis Termini 01/14/14	District 1	M&C	01/17
Matt Dernoga 12/09/14	District 1	M&C	12/17
Karen Garvin 04/28/15	District 1	M&C	04/18
Susan Keller 05/26/15	District 1	M&C	05/18
Adam Killian 11/24/15	District 1	M&C	11/18
Alan Hew 01/12/16	District 4	M&C	01/19
Daniel Walfield 02/23/16	District 1	M&C	02/19
Todd Larsen 03/22/16	District 2	M&C	03/19
Melissa Avery 04/12/16	District 4	M&C	04/19
City Code Chapter 15 Article VIII: No more than 25 members, appointed by the Mayor and Council, three year terms, members shall elect the chair. Not a compensated committee. Liaison: Planning.			

<b>Education Advisory Committee</b>			
Appointee	Represents	Appointed by	Term Expires
Charlene Mahoney 12/11/12	District 2	M&C	02/17
Alethea Ten Eyck-Sanders 11/10/15	District 3	M&C	11/17
Melissa Day 9/15/10	District 3	M&C	03/17
Carolyn Bernache 2/9/10	District 4	M&C	12/16
Doris Ellis 9/28/10	District 4	M&C	12/16
Tricia Homer 04/22/14	District 1	M&C	04/16
Peggy Wilson 6/8/10	UMCP	UMCP	05/16
Dawn Powers 1/26/16	District 2	M&C	01/18
David Toledo 04/25/16	District 1	M&C	04/18
Resolutions 15-R-25, 97-R-17, 99-R-4 and 10-R-13: At least 9 members who shall be appointed by the Mayor and Council: at least two from each Council District and one nominated by the University of Maryland. Two year terms. The Committee shall appoint the Chair and Vice-Chair of the Committee from among the members of the Committee. Not a compensated committee. Liaison: Youth and Family Services.			

<b>Ethics Commission</b>			
Appointee	Represents	Appointed by	Term Expires
Nora Eidelman 11/24/15	District 1	Mayor	11/17
Joe Theis 05/12/15	District 2	Mayor	05/17
James Sauer 12/09/14	District 3	Mayor	12/16
Gail Kushner 09/13/11	District 4	Mayor	01/18
Robert Thurston 9/13/05	At Large	Mayor	03/18
Alan C. Bradford 1/23/96	At-Large	Mayor	11/17
Frank Rose 05/08/12	At-Large	Mayor	03/18
<p>City Code Chapter 38 Article II: Composed of seven members appointed by the Mayor and approved by the Council. Of the seven members, one shall be appointed from each of the City's four election districts and three from the City at large. 2 year terms. Commission members shall elect one member as Chair for a renewable one-year term. Commission members sign an Oath of Office. Not a compensated committee. Liaison: City Clerk's office.</p>			

<b>Housing Authority of the City of College Park</b>			
Bob Catlin 05/13/14		Mayor	05/01/19
Betty Rodenhausen 04/09/13		Mayor	05/01/18
John Moore 9/10/96		Mayor	05/01/19
Thelma Lomax 7/10/90		Mayor	05/01/20
Carl Patterson 12/11/12	Attick Towers resident	Mayor	05/01/16
<p>The College Park Housing Authority was established in City Code Chapter 11 Article I, but it operates independently under Article 44A Title I of the Annotated Code of Maryland. The Housing Authority administers low income housing at Attick Towers. The Mayor appoints five commissioners to the Authority; each serves a five year term; appointments expire May 1. Mayor administers oath of office. One member is a resident of Attick Towers. The Authority selects a chairman from among its commissioners. The Housing Authority is funded through HUD and rent collection, administers their own budget, and has their own employees. The City supplements some of their services.</p>			

<b>Neighborhood Quality of Life Committee</b>			
Name:	Represents:	Appointed By:	Term Ends:
Mayor and City Council of the City of College Park			Term in office
Chief David Mitchell	UMD DPS (UMD Police)	University	02/16
Dr. Andrea Goodwin	UMD Administration – Rep 1	University	02/16
Marsha Guenzler-Stevens (Stamp Student Union)	UMD Administration – Rep 2	University	04/16
Matthew Supple (Fraternity-Sorority Life)	UMD Administration – Rep 3	University	04/16
Gloria Aparicio- Blackwell (Office of Community Engagement)	UMD Administration – Rep 4	University	04/16
Karyn Keating-Volke	City Resident 1	City Council	02/17
Aaron Springer	City Resident 2	City Council	10/17

Bonnie McClellan	City Resident 3	City Council	04/16
Denise Mitchell 02/23/16	City Resident 4	City Council	02/18
Bob Schnabel	City Resident 5	City Council	08/17
Ryan Belcher	City Resident 6	City Council	09/17
Cole Holocker	UMD Student 1	City Council	11/16
Adler Pruitt	UMD Student 2	City Council	09/17
VACANT	UMD Student 3	City Council	
Ian Henderson 02/23/16	UMD Student 4	IFC	02/18
VACANT	UMD Student 5	Nat'l Pan-Hell. Council, Inc. / United Greek Council	
Drew Hogg	Graduate Student	GSG Representative	09/17
VACANT	Student Co-Operative Housing	City Council	
Maj. Bill Alexander	PG County Police Dept.	PG County Police	
Bob Ryan	Director of Public Services	City Council	10/15
Jeannie Ripley	Manager of Code Enforcement	City Council	
Lisa Miller	Rental Property Owner	City Council	02/16
Richard Biffl	Rental Property Owner	City Council	02/16
Paul Carlson	Rental Property Owner	City Council	03/16
<p>Established by Resolution 13-R-20 adopted September 24, 2013 to replace the Neighborhood Stabilization and Quality of Life Workgroup. Amended October 8, 2013 (13-R-20.Amended). Amended February 11, 2014 (14-R-03). Amended July 15, 2014 to change the name (14-R-23). City Liaison: City Manager's Office. Two year terms. Main Committee to meet four times per year. This is not a compensated committee.</p>			

<b>Neighborhood Watch Steering Committee</b>			
	Resident of:	Appointed By:	Term Expires:
Robert Boone 04/12/11	District 1	M&C	03/17
Aaron Springer 02/14/12	District 3	M&C	05/16
Nick Brennan 04/22/14	District 2	M&C	04/16
<p>Created on April 12, 2011 by Resolution 11-R-06 as a three-person Steering Committee whose members shall be residents. Coordinators of individual NW programs in the City shall be ex-officio members. Terms are for two years. Annually, the members of the Steering Committee shall appoint a Chairperson to serve for a one-year term. Meetings shall be held on a quarterly basis. This Resolution dissolved the Neighborhood Watch Coordinators Committee that was established by 97-R-15. This is not a compensated committee. Liaison: Public Services.</p>			

<b>Noise Control Board</b>			
Appointee	Represents	Appointed by	Term Expires
Mark Shroder 11/23/10	District 1	Council, for District 1	01/19
Harry Pitt, Jr. 9/26/95	District 2	Council, for District 2	04/20
Alan Stillwell 6/10/97	District 3	Council, for District 3	09/16
Suzie Bellamy	District 4	Council, for District 4	12/16
Adele Ellis 04/24/12	Mayoral Appt	Mayor	04/16
Bobbie P. Solomon 3/14/95	Alternate	Council - At large	05/18
Larry Wenzel 3/9/99	Alternate	Council - At large	02/18
<p>City Code Chapter 138-3: The Noise Control Board shall consist of five members, four of whom shall be appointed by the Council members, one from each of the four election districts, and one of whom shall be appointed by the Mayor. In addition, there shall be two alternate members appointed at large by the City Council. The members of the Noise Control Board shall select from among themselves a Chairperson. Four year terms. This is a compensated committee. Liaison: Public Services.</p>			

<b>Recreation Board</b>			
Appointee	Lives In	Appointed by	Term Expires
Eric Grims 08/12/14	District 1	M&C	08/17
Sarah Araghi 7/14/09	District 1	M&C	10/18
Alan C. Bradford 1/23/96	District 1	M&C	02/17
Adele Ellis 9/13/88	District 3	M&C	02/17
Barbara Pianowski 3/23/10	District 4	M&C	05/17
Judith Oarr 05/14/13	District 4	M&C	05/16
Bettina McCloud 1/11/11	District 1	M&C	02/17
David Toledo 04/25/16	District 1	M&C	04/19
VACANT		M&C	
VACANT		M&C	
<p>City Code Chapter 15 Article II: Effective 2/2/16: 10 members appointed by the Mayor and Council for three-year terms with a goal of representation from each district. The Chairperson will be chosen from among and by the district appointees. Not a compensated committee. Additional participants include the University of Maryland liaison and the M-NCPPC liaison. Liaison: Public Services.</p>			

<b>Tree and Landscape Board</b>			
Member	Represents	Appointed by	Term Expires
Christine O'Brien 08/11/15	Citizen	M&C	08/17
John Krouse	Citizen	M&C	10/16
Eric Hoffman 08/11/15	Citizen	M&C	08/17
Mark Wimer 7/12/05	Citizen	M&C	10/16
Joseph M. Smith 09/23/14	Citizen	M&C	09/16
Janis Oppelt	CBE Chair Liaison		
John Lea-Cox 1/13/98	City Forester	M&C	04/17
Steve Beavers	Planning Director		
Brenda Alexander	Public Works Director		
City Code Chapter 179-5: The Board shall have 9 voting members: 5 residents appointed by M&C, the CBE Chair or designee, the City Forester or designee, the Planning Director or designee and the Public Works Director or designee. Two year terms. Members choose their own officers. Not a compensated committee. Liaison: City Clerk's office.			

<b>Veterans Memorial Committee</b>			
Appointee	Represents	Appointed by	Term Expires
Deloris Cass 11/7/01		M&C	12/15
Joseph Ruth 11/7/01	VFW	M&C	01/19
Blaine Davis 10/28/03	American Legion	M&C	01/19
Rita Zito 11/7/01		M&C	12/18
Doris Davis 10/28/03		M&C	01/19
Arthur Eaton		M&C	11/16
Seth Gomoljak 11/6/14		M&C	11/17
VACANT			
Resolution 15-R-27, 01-G-57: Board comprised of 9 to 13 members including at least one member from American Legion College Park Post 217 and one member from Veterans of Foreign Wars Phillips-Kleiner Post 5627. Appointed by Mayor and Council. Three year terms. Chair shall be elected each year by the members of the Committee. Not a compensated committee. Liaison: Public Works.			