



**MEETING OF
UNIVERSITY PARK MAYOR AND COMMON COUNCIL
WILL BE HELD
VIA VIDEO AND AUDIO CONFERENCE
7:30 p.m.
July 20, 2020
REGULAR SESSION**

The Council meeting will be conducted entirely remotely with no in-person meeting attendance. To join the Council meeting through a video conference, please use the link below.

Join Meeting: <https://us02web.zoom.us/j/86390295301?pwd=aitZaWd4OHdoanpJYVo3N3F6QU1vZz09>

To join with audio only, dial: (301) 715-8592

Meeting ID: 863 9029 5301

Password: 137825

Public Participation:

Participants who join the video/audio conference will be muted and video turned off during the meeting except for Mayor, Council, and staff. Participants will have the opportunity to speak during Public Comment - agenda item #7. During that time, all participants will be taken off mute. If you would like to comment, please state your name and Mayor Carey will call on you to speak. Public comments will be limited to three minutes.

Public comments or questions may also be made by emailing the Town Clerk Andrea Marcavitch at amarcavitch@upmd.org. All electronic comments must be submitted by 6 p.m. on July 20, 2020. Comments received will be read by the Town Clerk during public comment.

1. CALL TO ORDER: *Mayor Carey*

Present:	Biermann	Absent:	Biermann
	Schultz		Schultz
	Morrissey		Morrissey
	Verrill		Verrill
	Caskey		Caskey
	Wells		Wells
	Stephen		Stephen

2. PLEDGE OF ALLEGIANCE – Mayor Carey

3. APPROVAL OF THE AGENDA

Moved by:

Seconded by:

Yea:

Nay:

Abstain:

4. APPROVAL OF MINUTES: *July 6, 2020*

Moved by:

Seconded by:

Yea:

Nay:

Abstain:

5. PRESENTATION

County Councilmember Dannielle Glaros to discuss CB-48-2020, County budget and taxation, and other County matters.

6. CONSENT AGENDA

Motion: To approve the following consent agenda items.

Moved by:

Seconded by:

Yea:

Nay:

Abstain:

**A. BUILDING PERMIT APPLICATION TO REPAIR DRIVEWAY AND WALKWAY
(Allendra and Rebecca Letsome, 3905 Beechwood Road) Ward 6**

To repair 29'x 11' driveway and repair adjacent brick walkway located on Lot 3 and Block 33 at 3905 Beechwood Road.

Note: This building permit application was approved in 2016 but the work was never completed and the permit expired.

B. BUILDING PERMIT APPLICATION TO CONSTRUCT A TWO-STORY ADDITION AND TERRACE

(Laura and Marco Fuggitti, 7012 Wells Parkway) Ward 7

To construct a 28'x 18.8' and 4.5'x 9.6' two-story addition and an 18.4'x 12' and 9.6'x7.5' ground level terrace located on Lot 1 and Block 43 at 7012 Wells Parkway.

Note: Issuance of the Town permit is contingent upon receiving the County permit for the work as proposed.

7. PUBLIC COMMENT

8. MAYOR, COUNCIL, AND COMMITTEE REPORTS

A. MAYOR'S REPORT ~ *Mayor Len Carey*

B. COUNCIL AND COMMITTEE REPORTS

Trees, Parks and the Environment Committee Chair Chris Aubry to give the Committee's 2019 Annual Report.

9. CONTINUING BUSINESS

A. COUNCIL DISCUSSION: RACIAL JUSTICE ACTIONS

Discussion of next steps for Council actions, following the Virtual Town Hall Forum on Community Policing.

10. NEW BUSINESS

A. APPROVE CONTRACT FOR PERMEABLE PAVING OF A PATH ACROSS THE ADELPHI ROAD FIELD ADJACENT TO THE MEADOW

Motion: Per Section 2-105 (b) of the Town Ordinances, to override sealed bid procedures and approve a contract with Capitol Flexipave of 39024 E. Colonial Hwy. Hamilton, VA 20158 in the amount of \$37,179, to install 425 feet of pervious asphalt path in a designated location across the Adelphi Road field adjacent to the Meadow and connecting between the sidewalk adjacent to Adelphi Road and the park path of University Park, subject to review by the Town Attorney; good cause having been demonstrated that Capitol Flexipave is the more experienced of two firms in the area which install pervious asphalt paving, and awarding the contract as recommended will enable the path to be installed much sooner. The Town has worked with Capitol Flexipave for several years and is satisfied with their work.

Moved by:

Seconded by:

Yea:

Nay:

Abstain:

B. APPOINTMENTS FOR TRANSIT TASK FORCE

Motion: Per Section 2-103 of the Town Ordinances, to appoint Joe Thompson as Chair and Kelly Hilovsky, Emily Ryan, David Tully, Carol Weese and Emily Alvarez as members of the Transit Task Force, with Town Clerk Andrea Marcavitch as staff liaison and Mayor Len Carey as *ex officio*.

Moved by:

Seconded by:

Yea:

Nay:

Abstain:

C. AMEND RESOLUTION 2020-R-02: TO AUTHORIZE WAIVER OF LICENSE APPLICATION FEES

Motion: To amend 2020-R-02 to add language authorizing the Mayor to waive rental license application fees in cases where rent has not been paid and the owner is unable to evict, so long as the owner or manager provides supporting documentation and completes the application and self-inspection process.

Moved by:

Seconded by:

Yea:

Nay:

Abstain:

D. APPROVE NEW CONTRACT WITH VEORIDE

Motion: To approve a new 1-year contract with Veoride for a micro-mobility system including scooters and e-bikes, subject to review by the Town Attorney, and to authorize the Mayor to sign it.

Moved by:

Seconded by:

Yea:

Nay:

Abstain:

11. ADMINISTRATOR AND DEPARTMENT REPORTS

A. REPORT FROM THE TOWN ADMINISTRATOR~ *David Deutsch*

B. REPORT FROM THE TOWN ATTORNEY ~ *Suellen Ferguson*

C. REPORT FROM THE TOWN CLERK ~ *Andrea Marcavitch*

D. REPORT FROM THE CHIEF OF POLICE ~ *Chief Harvey Baker*

E. REPORT FROM THE TOWN TREASURER ~ *Dan Baden*

F. REPORT FROM THE DIRECTOR OF PUBLIC WORKS ~ *Michael Beall*

12. ADJOURNMENT

**** A Closed Session may be called ****

Agenda Item 4
Draft 7/6/20 Council Minutes



**MEETING OF
UNIVERSITY PARK MAYOR AND COMMON COUNCIL
VIA VIDEO AND AUDIO CONFERENCE
7:30 p.m.
July 6, 2020
MINUTES**

1. CALL TO ORDER: *Mayor Carey* at 7:31 p.m.

Present: Mr. Biermann, Mr. Schultz, Ms. Morrissey, Ms. Verrill, Mr. Caskey, Ms. Wells, Mr. Stephen

Absent: None

Excused: None

2. PLEDGE OF ALLEGIANCE – Mayor Carey

3. APPROVAL OF THE AGENDA

Moved by: Ms. Wells

Seconded by: Mr. Stephen

Yea: 7

Nay: 0

Abstain: 0

4. CONSENT AGENDA

Motion: To approve the following consent agenda items.

Moved by: Mr. Stephen

Seconded by: Mr. Caskey

Yea: 7

Nay: 0

Abstain: 0

A. BUILDING PERMIT APPLICATION TO INSTALL SHED

(Andrew Ridgeway, 6912 Baltimore Avenue) Ward 5

To install a 3.5'x 7' shed located on Lot 49 and Block A at 6912 Baltimore Avenue.

B. BUILDING PERMIT APPLICATION TO CONSTRUCT SECOND STORY ADDITION

(Tracy and William Sweet, 4120 Woodberry Street) Ward 7

To construct a 20'x 24.5' second story addition located on Lot 3 and Block 30 at 4120 Woodberry Street.

C. BUILDING PERMIT APPLICATION TO CONSTRUCT DECK, REPLACE BASEMENT WINDOW AND INSTALL PATIO

(Carsten and Dyllis Hesse, 4429 Underwood Street) Ward 3

To construct 18'x 10' deck; replace an existing basement casement double window for a double hung egress window 51" H x 34 ½" W; and install a 12'x 12' patio located on Lot 12, Block 11 and Section 3 at 4429 Underwood Street.

5. PUBLIC COMMENT

None.

6. NEW BUSINESS

A. AWARD CONTRACT FOR QUEENS CHAPEL ROAD DESIGN AND ENGINEERING

Motion: To award the contract to Soltesz Engineering located in Rockville, Maryland for the amount of \$42,000 to design and engineer Queens Chapel Road, subject to review by the Town Attorney, and to direct the Mayor to sign the contract.

Moved by: Ms. Verrill

Seconded by: Ms. Wells

Yea: 7

Nay: 0

Abstain: 0

Roll Call Vote:

Mr. Biermann	Yea
Mr. Schultz	Yea
Ms. Morrissey	Yea
Ms. Verrill	Yea
Mr. Caskey	Yea
Ms. Wells	Yea
Mr. Stephen	Yea

B. APPROVE RENEWAL CONTRACT FOR RED-LIGHT TRAFFIC CAMERA AND REVISE TO INCLUDE A HANDHELD SPEED CAMERA

Motion: Per Section 2-105 (b) of the Town Ordinances, to override sealed bid procedures and approve a renewal contract with Verra Mobility at 1150 N. Alma School Road, Mesa, AZ 85201 to renew Red-Light Camera contract and revise the contract to include a handheld speed camera, subject to review by the Town Attorney and reaching agreement within budgetary constraints; good cause having been demonstrated that the Town has worked with Verra Mobility (formerly American Traffic Solutions) for several years and is satisfied with their work and it is unlikely with one red-light camera to get a better bid from elsewhere.

Moved by: Ms. Verrill

Seconded by: Ms. Morrissey

Yea: 7

Nay: 0

Abstain: 0

C. APPROVE AMENDMENT TO UPPD GENERAL ORDER SECTION 406.0, OPERATIONS OF POLICE VEHICLES

Motion: To approve amendment of the General Order Manual revising section 406.0, *Operations of Police Vehicles as amended* to prohibit unauthorized passengers in police vehicles, to prohibit employees from purchasing alcoholic beverages in their police vehicle and/or operating police vehicle within 8 hours of consuming an alcoholic beverage and to allow installation of GPS devices in all police vehicles at the discretion of the Chief of Police.

Moved by: Mr. Schultz

Seconded by: Mr. Stephen

Yea: 7

Nay: 0

Abstain: 0

Roll Call Vote:

Mr. Biermann	Yea
Mr. Schultz	Yea
Ms. Morrissey	Yea
Ms. Verrill	Yea
Mr. Caskey	Yea
Ms. Wells	Yea
Mr. Stephen	Yea

D. APPROVE AMENDMENT TO UPPD GENERAL ORDER SECTION 300.1, *RULES OF CONDUCT*

Motion: To approve amendment of the General Order Manual revising section 300.1, *Rules of Conduct as amended* to state the officer has a duty to report to a supervisor the neglect, misconduct, or disobedience of another employee, of which they have knowledge.

Moved by: Mr. Schultz

Seconded by: Ms. Verrill

Yea: 7

Nay: 0

Abstain: 0

Roll Call Vote:

Mr. Biermann	Yea
Mr. Schultz	Yea
Ms. Morrissey	Yea
Ms. Verrill	Yea
Mr. Caskey	Yea
Ms. Wells	Yea
Mr. Stephen	Yea

E. APPROVE AMENDMENT TO UPPD GENERAL ORDER BY ADDING SECTION 300.2, *DUTY TO INTERVENE*

Motion: To approve amendment of the General Order Manual by adding new section 300.2, *Duty to Intervene* to state all Police Officers of University Park Police must intervene and act to prevent or stop any employee or officer from conducting any act that is unethical, or that violates law or policy (e.g., excessive force, theft, fraud, inappropriate language, sexual misconduct, harassment, falsifying documents, inappropriate behavior, etc.).

Moved by: Ms. Verrill

Seconded by: Mr. Caskey

Yea: 7

Nay: 0

Abstain: 0

Roll Call Vote:

Mr. Biermann	Yea
Mr. Schultz	Yea
Ms. Morrissey	Yea
Ms. Verrill	Yea
Mr. Caskey	Yea
Ms. Wells	Yea
Mr. Stephen	Yea

Note: Chief Baker will share a copy of the department’s Annual Communication Report to Councilmembers.

F. ESTABLISH NEW TRANSIT TASK FORCE

Motion: Per Section 2-103 of the Town Code, to establish the Transit Task Force to assess the current bus operation and make recommendations for the future of transit in University Park.

Moved by: Ms. Verrill

Seconded by: Ms. Wells

Yea: 7

Nay: 0

Abstain: 0

G. TOWN ADMINISTRATOR POSITION

Council discussion of options for filling the Town Administrator position on a long-term (non-interim) basis.

- Mr. Deutsch stated his interim part-time Town Administrator position contract ends on December 31, 2020. He asked if there is support/need for a full-time position? He pointed out that a part-time position is difficult to fill and there appears to be enough work for a full-time position. He suggested it would be beneficial to consider a full-time Town Administrator.
- It took a long time to agree on a part-time Town Administrator position, it does not feel comfortable addressing a full-time position at this time. Councilmember recommended deferring for a couple of months.
- If more time is needed, the contract could be extended with Mr. Deutsch.
- There shouldn't be a lapse between Town Administrators.
- Revenue will be on the minds of the Town residents. Financial data will help in the decision making of a full-time Town Administrator and anything related to expenses.
- This topic will be brought back to the Council with more information in terms of revenues projections. Discussion will continue in September.

7. APPROVAL OF MINUTES: *June 15, 2020 as modified.*

Moved by: Ms. Wells

Seconded by: Ms. Morrissey

Yea: 6

Nay: 0

Abstain: 1 (Biermann)

8. APPROVAL OF SPECIAL SESSION MINUTES: June 27, 2020

Moved by: Ms. Verrill

Seconded by: Ms. Morrissey

Yea: 7

Nay: 0

Abstain: 0

9. MAYOR AND COUNCIL REPORTS

A. MAYOR'S REPORT

- Beginning on July 20, Mayor Carey will begin to implement a different order for Council meetings.
- A renewal contract with VEORIDE (Bikeshare) will be presented to the Council for approval at the July 20 Council meeting. The changes for the contract will be to exclude pedal bikes and enable changes in operating hours to make the system more available to Town residents.
- Mayor Carey and Chief Baker have scheduled a virtual Town Forum for Wednesday, July 15 (via Zoom) to discuss Community Policing and Racial Injustice. Details will be available on the Town's website.

- Mayor Carey responded to the question about “how we move forward with actions”. He said that there should be a strategic process and the Council should determine what the actions should be. He hopes that the upcoming Town Forum scheduled for July 15 will begin the process and the Council may wish to support future forums leading toward a list of actions which the Town can take. This topic will be added to the next Council meetings agenda scheduled for July 20.
- Mayor Carey informed the Councilmembers that there are groups along the Rt. 1 corridor that have discussions on a variety of community issues and are open to those interested in getting involved to help make a change.

B. APPOINTMENTS — STANDING AND SPECIAL COMMITTEES

(Established by Town Code and appointed by the Council, per Section 2-103)

Current committee appointments are listed in *italics*; new members are listed in **bold**.

Motion: Per Section 2-103 of the Town Ordinances, to appoint Members of Standing and Special Committees.

Police, Traffic and Public Safety Committee:

Mr. Schultz (Chair), Mr. Biermann, Mr. Stephen, Ms. Verrill, Ms. Wells

Policy, Rules and Municipal Structure Committee:

Ms. Verrill (Co-chair), Ms. Morrissey (Co-chair), Mr. Biermann, Mr. Schultz, Mr. Stephen

Public Facilities and Services Committee:

Mr. Caskey (Co-chair), Mr. Stephen (Co-chair), Ms. Morrissey, Ms. Wells

Development Overview Committee:

Ms. Wells (Co-chair), Mr. Biermann (Co-chair), Mr. Caskey, Mr. Deutsch (staff liaison), Mr. Hess, Mr. Schultz, Mr. Tabori, Mr. Thompson, Mr. Tully

Helping Hands University Park:

Ms. Saks (Chair), Mr. Saks, Ms. Smith, Ms. Verrill, Ms. Jenkins

Moved by: Ms. Verrill

Seconded by: Mr. Stephen

Yea: 7

Nay: 0

Abstain: 0

C. TOWN ADMINISTRATOR’S REPORT

- Staff received the retroactive pandemic hazard pay. Mr. Baden will submit for reimbursement from the County on a monthly basis going forward.

D. COUNCIL AND COMMITTEE REPORTS

Public Facilities and Services Committee - Mr. Caskey

The next meeting is scheduled for Thursday, July 16.

- Topics of discussion will include possible renovations on Town Hall.

Sustainability Committee - Mr. Schultz

- The Committee met on July 1. Discussion included the Recertification of the Sustainable Maryland, and Climate Action Framework. The minutes of the meeting can be found on the Town website.

Police, Traffic and Public Safety Committee - Mr. Schultz

The next meeting is scheduled for Wednesday, July 15.

Development Overview Committee - Mr. Caskey

There is currently no meeting scheduled for July.

Policy, Rules and Municipal Structure Committee - Ms. Verrill

- The Committee met on Thursday, July 2. The minutes are not yet available.

10. ADJOURNMENT by consent at 9:42 p.m.

DRAFT

Agenda Item 6A
Letsome Building Permit Application - 3905 Beechwood Rd.



Building Permit Application

◆ The Town of University Park ◆

An incorporated municipality in Prince George's County, Maryland
Town Hall, 6724 Baltimore Avenue, University Park, Maryland 20782
Phone: (301) 927-4262 Fax: (301) 277-4548 Email: townhall@upmd.org

For Office Use Only

Ward # 6 Date Received: 7/14/20

Permit Application: Approved []
Rejected []

Check/Cash Amt.: N/A

Permit Number: _____

Date Issued: _____

Name of Applicant(s): ALLENDRA LETSOME & REBECCA LETSOME

Telephone Number: (301) 648-7253 Home (301) 277-2435 Cell _____

Work: _____ Email: theoriginalsquirt@yahoo.com

Street Address of Property: 3905 BEECHWOOD RD

Lot Number: _____ Block Number: _____ Section Number: _____

Person/Company Doing the Work: Home owner

Address/Phone: 301-277-2435

Signature of Property Owner: Rebecca Letsome Date: 7/13/2020

Description of Work

Check all that apply:

Fence: Height: _____, Material: _____, Style: _____

Outbuilding: Dimensions: _____, Height at Apex: _____

Materials: _____

Other: (Please Specify): Driveway Repair and repair adjacent brick walkway

Dimensions: 11' x 29', Height at Apex: _____

Materials: brick, concrete, dirt

Please Specify Reason for Structure: _____

^{onsore} **POD or Dumpster** (check one) Unit will be placed on the property: _____ or on the street:

Dates the unit will be delivered: _____ picked up: _____

Permit and Non-Refundable Filing Fee Paid (\$10 + 10% of County permit fee (if applicable)) = \$ n/a

Caution: To begin construction before a permit has been issued and prominently displayed for inspection at the construction site is a clear violation of municipal law.



PRINCE GEORGE'S COUNTY, MARYLAND
 DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT
SITE/ROAD PERMIT PROCESSING UNIT
PERMIT FOR RESIDENTIAL DRIVEWAY CONSTRUCTION AND RELATED
ACTIVITIES WITHIN THE PUBLIC RIGHT-OF-WAY AND PRIVATE PROPERTY
SITE WORK



CASE NAME : **UNIVERSITY PARK**
 CASE NUMBER: **22634-2020-00**

CASE TYPE: **RESIDENTIAL DRIVEWAY PERMIT**
 DISTRICT: **NORTH**

Permittee

REBECCA LETSOME
 3905 Beechwood RD
 University Park, MD 20782
 (301) 648-7253

Owner of Property

REBECCA LETSOME
 3905 Beechwood RD
 University Park, MD 20782

Officer Name : LETSOME, REBECCA
Officer Title :

Contact Person: LETSOME, REBECCA - HOMEOWNER (301) 648-7253

THIS IS TO CERTIFY THAT THE PERMITTEE HAS PERMISSION TO PERFORM WITHIN THE PUBLIC RIGHT-OF-WAY:

Municipality: **TOWN OF UNIVERSITY PARK**

RESIDENTIAL PARKING PAD OTHER

On Site Disturbed Area:

R/W Disturbed Area:

Dimensions :

OTHER:

Repair 29' x 11' driveway and repair adjacent brick walkway
 MAP O42 GRID B1

THE PROPOSED CONSTRUCTION SHALL BE PERFORMED AND COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AS APPROVED BY THE DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT OF PRINCE GEORGE'S COUNTY AND IN ACCORDANCE WITH THE SUBTITLE 23 AND SUBTITLE 32 OF THE PRINCE GEORGE'S COUNTY CODE AND THE GENERAL SPECIFICATIONS AND STANDARDS FOR ROADWAYS AND BRIDGES, AND SUBJECT TO THE INSPECTION AND CONTROL OF THE DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT OF PRINCE GEORGE'S COUNTY.

RELATED SITE/ROAD PERMIT# :

RELATED BUILDING PERMIT# :

LOCATION(S) OF PROPOSED WORK:

Street Address : **3905 BEECHWOOD RD**

Map Page & Grid:

Lot : 3 Block : 33

Parcel :

Tax Account# : **2130896**

FEE : PAID :

BOND: PAID:

BOND # :

BOND CO:

BOND TYPE :

PERMIT EXPIRATION: July 07, 2021

James Coutouriet

CHIEF, SITE/ROAD PERMIT PROCESSING UNIT

July 07, 2020
 DATE

IT SHALL BE THE RESPONSIBILITY OF THE APPLICANT TO APPLY FOR AN EXTENSION IN WRITING NOT LESS THAN THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. THE APPLICANT SHALL NOTIFY THE DEPARTMENT AT LEAST 48 HOURS PRIOR TO STARTING CONSTRUCTION OR RESTARTING CONSTRUCTION BY CONTACTING DPIE'S INSPECTION SECTION AT 301-883-3820. SELECT THE PROMPT FOR SITE DEVELOPMENT INSPECTION.

PRINCE GEORGE'S COUNTY
CUSTOMER INVOICE

DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT
PERMITTING AND LICENSING DIVISION
PERMITTING CENTER
9400 PEPPERCORN PLACE, 1st FLOOR, LARGO, MD 20774

Project Name: UNIVERSITY PARK

Received From: _

Permit No: 22634-2020-0

Printed: 7/7/2020

<u>Fee Description</u>	<u>Fund</u>	<u>Account</u>	<u>Center</u>	<u>Fee Added By</u>	<u>Fee Amount</u>
DRIVEWAY PARKING PAD - RESIDENTIAL	1000	425120	168002	RGREEN1	\$94.50
GRADING	5100	425150	154002	NGADAMU	\$42.00

The total sum of: **\$136.50**

Received By:

Payment ID#:

Check Num:

Landtech Associates, Inc.

10260 Old Columbia Road Rivers Center - Suite "J"
Columbia, Md. 21046
Phone: 410-290-8099 Fax: 410-290-8299
NOTE: NOT TO BE USED FOR ISSUANCE OF PERMITS

Approved for Soils, Grading,
and Drainage.
By: **Raymond Green** 7-2-2020
Date
Permit #: 22634-2020-0

- 3:1 Maximum Slope Allowed On Residential Property.
- 7% Maximum Parking Pad Slope and 12% Maximum Driveway Slope.
- 2.5% Minimum Slope Required On Yard or Lawn Areas. 10' In 10' Minimum Slope of Pad Away From Building Is Required.

Replace-In-Kind

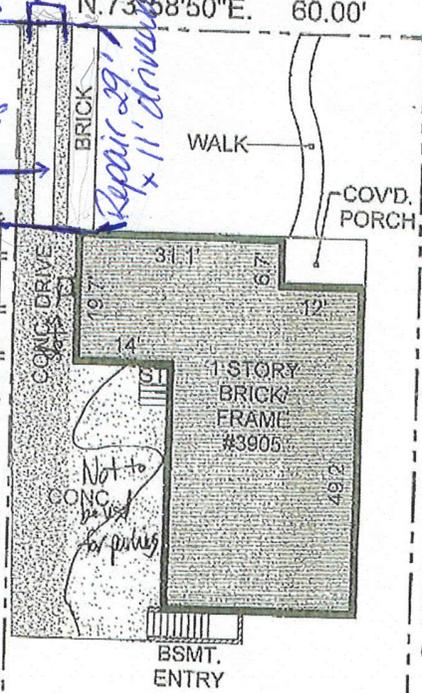
Beechwood Road

Beech Road (Per Plat)

N. 73°58'50"E. 60.00'

Concrete
Repair 11' x 11' driveway
Replace 3' x 29' walkway

The Maryland National Capitol Park and Planning Commission
APPROVED 9/30/2016
PERMIT # 51026-2016-00-RSU
OK for repair of driveway and walkway



SHED
- 3:1 Maximum Residential Pro
- 7% Maximum
- 2.5% Minimum
On Yard or Lawn Area
10' Minimum Slope Of Pad Away From Building is Required.

3' x 29' walkway

RSS 30%
Allowed - 2178
House 419 + 599 = 1507
RW - 304
Shed - 64
Total - 1879

Raymond Green
Date 9/20/20
51026-2016-00

NOTES:

- 1) This plat is of benefit to the consumer only insofar as it is required by a lender or a title insurance company or its agent in connection with contemplated loan, financing or refinancing.
- 2) This plat is not to be relied upon for the establishment or location of fences, gates, buildings or other existing or future improvements.
- 3) This plat does not provide for the accurate delineation of property lines, but such delineation may not be required for the transfer of title or securing financing or refinancing.
- 4) No title report furnished.
- 5) Property line survey recommended to determine the exact location of improvements and/or encroachments, if any.
- 6) Property subject to any/all rights-of-way, easements, and/or covenants of record and/or imposed by law.



Certification: This is to certify that the improvements indicated hereon are located as shown.

License Expires: 3/28/2012

Graden A. Rogers

LIBER:		FOLIO:		GRADEN A. ROGERS- Prop't. L.S. MD. Lic. No 119	
LOT: 3	BLOCK: 33	SECTION: 7	PLAT:	3905 Beechwood Road	
PLAT ENTITLED: University Park					
RECORDED IN: Prince George's County, Maryland				SCALE: 1"=20'	CASE NO: Letsome
PLAT BOOK: 14	PAGE:	PLAT NO: 63	DATE: 11/16/11	JOB NO: LT2112247	

Landtech Associates, Inc.

The Maryland-National Capital Park and Planning Commission
10290 Old Columbia Road
Rivers Center - Suite "J"
Columbia, Md. 21046

APPROVED KH
6-18-2010
NOTE: NOT TO BE USED FOR ISSUANCE OF PERMITS

PERMIT # 22634-2020-0

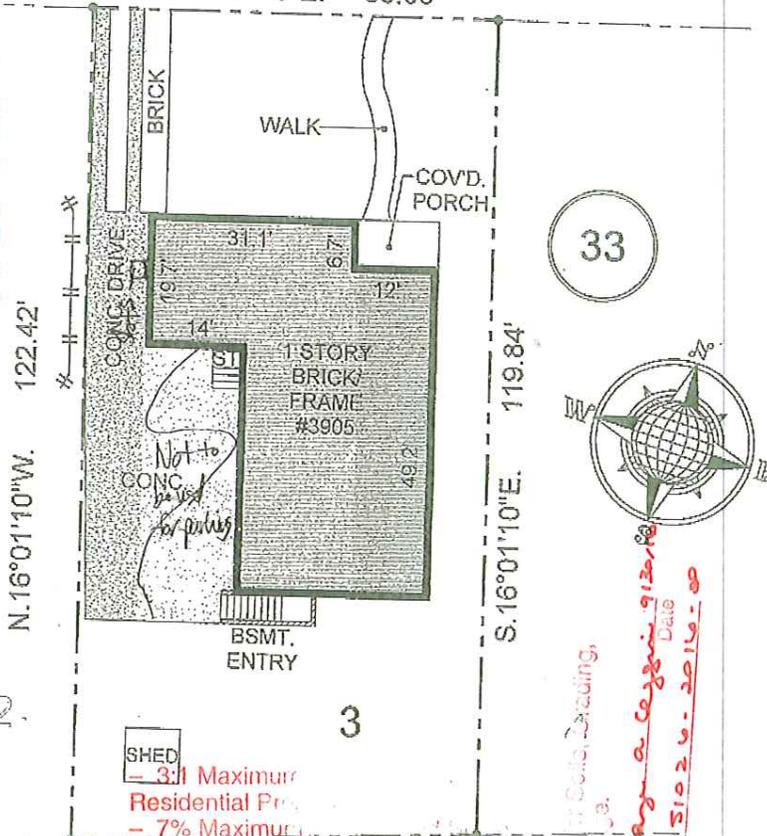
OK to repair/replace existing 29'x11' driveway and walkway in-kind

Beechwood Road

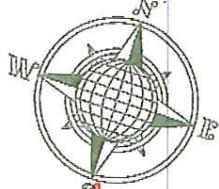
Beech Road (Per Plat)

N.73°58'50"E. 60.00'

APPROVED
PERMIT #
51026-2016-00-Resid
9/30/2016
The Maryland-National Capital Park and Planning Commission
OK to repair 29'x11' section of driveway and walkway



33



SHED
- 3:1 Maximum Residential Pro.
- 7% Maximum
- 2.5% Minimum
On Yard or Lawn Area
10' Minimum Slope Of Pad Away From Building is Required.

R55 3092
Allowed - 2178
House 419 + 549 = 1507
DW - 304
Shed - 64
Total - 1879

3'x25' walkway

Property a Legacy
Date 51026-2016-00



NOTES:
1) This plat is of benefit to the consumer only insofar as it is required by a lender or a title insurance company or its agent in connection with contemplated transfer, financing or re-financing.
2) This plat is not to be relied upon for the establishment or location of fences, garages, buildings or other existing or future improvements.
3) This plat does not provide for the accurate identification of property lines, but such identification may not be required for the transfer of title or securing financing or re-financing.
4) No title report furnished.
5) Property line survey recommended to determine the exact location of improvements and/or encroachments, if any.
6) Property subject to any/all rights-of-way, easements, and/or encroachments of record and/or imposed by law.

Certification: This is to certify that the improvements indicated hereon are located as shown.

Graden A. Rogers
GRADEN A. ROGERS - Prop. L.S. MD. Lic. No 119

LIBER:	FOLIO:	3905 Beechwood Road	
LOT: 3	BLOCK: 33	SECTION: 7	PLAT:
PLAT ENTITLED: University Park			
RECORDED IN: Prince George's County, Maryland			
PLAT BOOK: 14	PAGE:	PLAT NO: 63	SCALE: 1"=20' CASE NO: Letsome
		DATE: 11/16/11	JOB NO: LT2112247









Agenda Item 6B
Fuggitti Building Permit App - 7012 Wells Parkway



Building Permit Application

◆ The Town of University Park ◆

An incorporated municipality in Prince George's County, Maryland
Town Hall, 6724 Baltimore Avenue, University Park, Maryland 20782
Phone: (301) 927-4262 Fax: (301) 277-4548 Email: townhall@upmd.org

For Office Use Only
Ward # 7 Date Received: 7/14/20
Permit Application: Approved []
Rejected []
Check/Cash Amt.: TBD
Permit Number: _____
Date Issued: _____

Name of Applicant(s): Laura Fuggitti & Marco Fuggitti

Telephone Number: (301) 779-0999 Home (202) 281-4595 / (410)-591-4836 Cell _____

Work: _____ Email: mgfuggitti@gmail.com

Street Address of Property: 7012 Wells Parkway
Lot Number: 1 Block Number: 43 Section Number: _____

Person/Company Doing the Work: Scott & Winters Construction Inc

Address/Phone: 7371 Hilltop Drive Frederick MD 21702 / 301-807-1332

Signature of Property Owner: M. S. Fuggitti Date: 7/7/20

Description of Work

Check all that apply:

[] **Fence:** Height: _____, Material: _____, Style: _____

[] **Outbuilding:** Dimensions: _____, Height at Apex: _____
Materials: _____

[X] **Other:** (Please Specify): Two-story addition and terrace (patio)
Dimensions: 23' x 28' plus 7.5' x 28' terrace, Height at Apex: 25.5'
Materials: All materials to build a house

Please Specify Reason for Structure: Two-story addition on back of existing house with terrace

[] **POD or Dumpster** (check one) Unit will be placed on the property: or on the street: _____

Dates the unit will be delivered: Aug 2020 picked up: Nov 2020

Permit and Non-Refundable Filing Fee Paid (\$10 + 10% of County permit fee (if applicable)) = \$ TBD

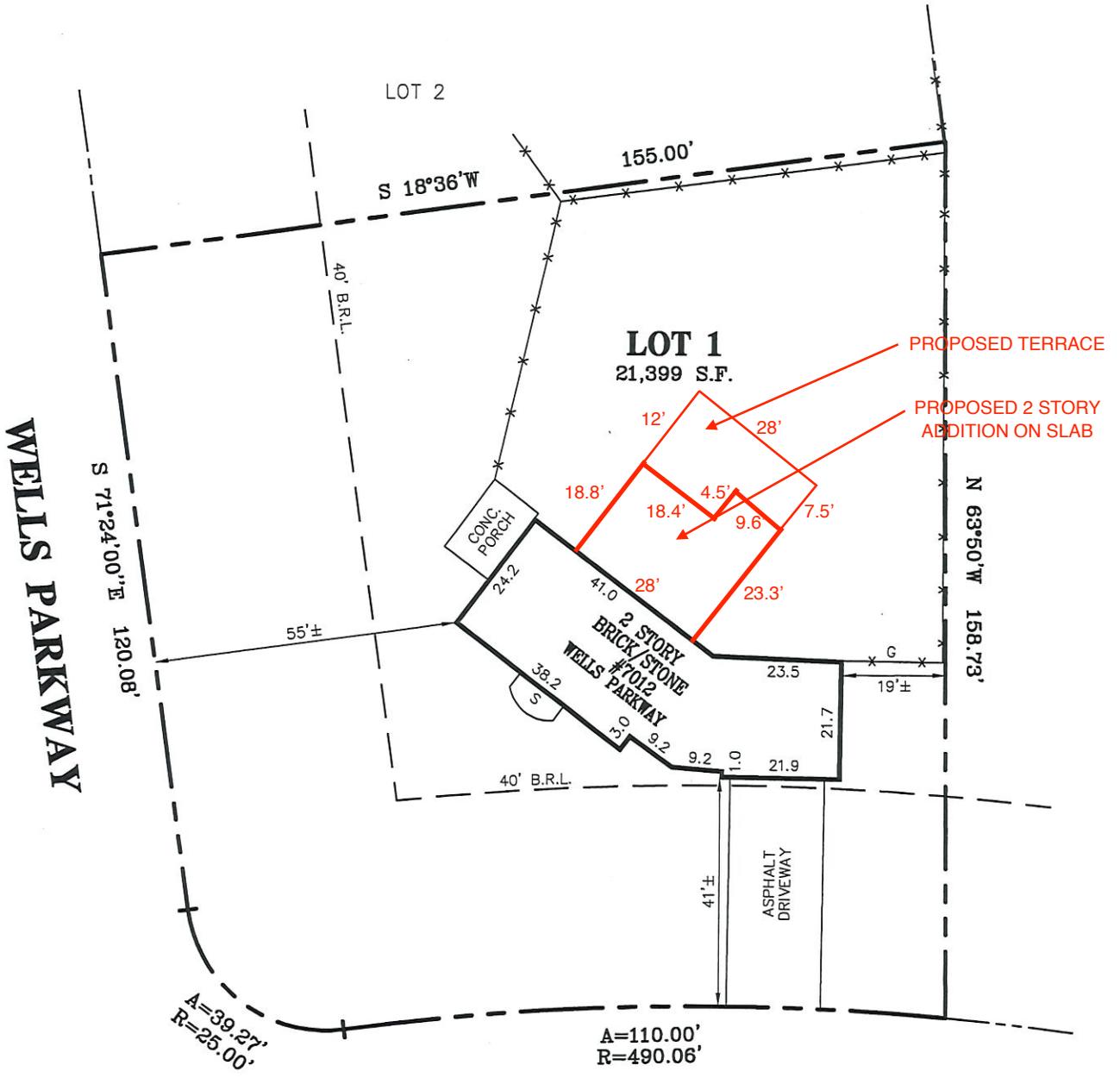
Caution: To begin construction before a permit has been issued and prominently displayed for inspection at the construction site is a clear violation of municipal law.

CONSUMER INFORMATION NOTES:

1. This plan is a benefit to a consumer insofar as it is required by a lender or a title insurance company or its agent in connection with contemplated transfer, financing or re-financing.
2. This plan is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or future improvements.
3. This plan does not provide for the accurate identification of property boundary lines, but such identification may not be required for the transfer of title or securing financing or re-financing.
4. Building line and/or Flood Zone information is taken from available sources and is subject to interpretation of originator.
5. No Title Report furnished.

Notes:

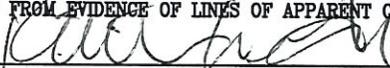
1. Setback distances as shown to the principal structure from property lines are approximate. The level of accuracy for this drawing should be taken to be no greater than plus or minus 1 foot.
2. Fences, if shown, have been located by approximate methods.

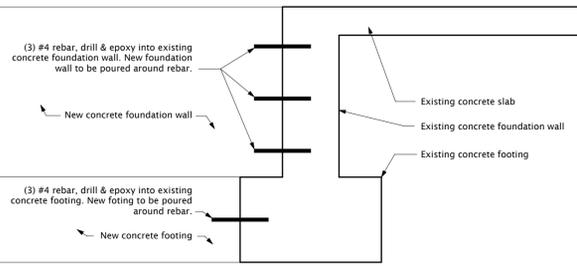


CALVERTON DRIVE
(60' R/W PER PLAT)

LOCATION DRAWING
LOT 1, BLOCK 43
PLAT NUMBER SIX
COLLEGE HEIGHTS ESTATES
PRINCE GEORGE'S COUNTY, MARYLAND

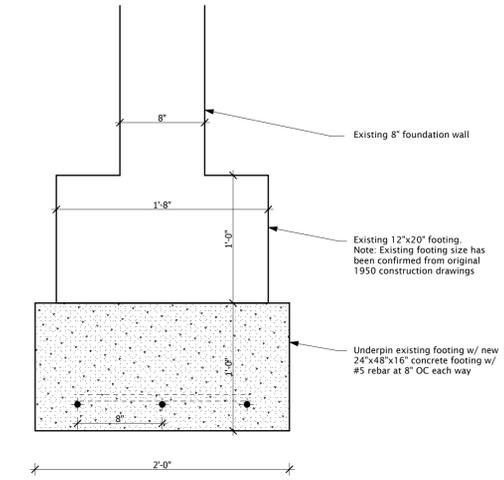


SURVEYOR'S CERTIFICATE		REFERENCES		SNIDER & ASSOCIATES LAND SURVEYORS 19544 Amaranth Drive Germantown, Maryland 20874 301/948-5100 Fax 301/948-1286 WWW.SNIDERSURVEYS.COM	
"THE INFORMATION SHOWN HEREON HAS BEEN BASED UPON THE RESULTS OF A FIELD INSPECTION PURSUANT TO THE DEED OR PLAT OF RECORD. EXISTING STRUCTURES SHOWN HAVE BEEN FIELD LOCATED BASED UPON MEASUREMENTS FROM PROPERTY MARKERS FOUND OR FROM EVIDENCE OF LINES OF APPARENT OCCUPATION."  MARYLAND PROPERTY LINE SURVEYOR REG. NO. 592 Expires: 04-07-2021		PLAT BK. 16		DATE OF LOCATIONS	SCALE: 1" = 30'
		PLAT NO. 68	WALL CHECK:	DRAWN BY: D.M.L.	
LIBER		FOLIO	HSE. LOC.: 11-20-19	JOB NO.: 08-00078	



2 Foundation Connection Detail

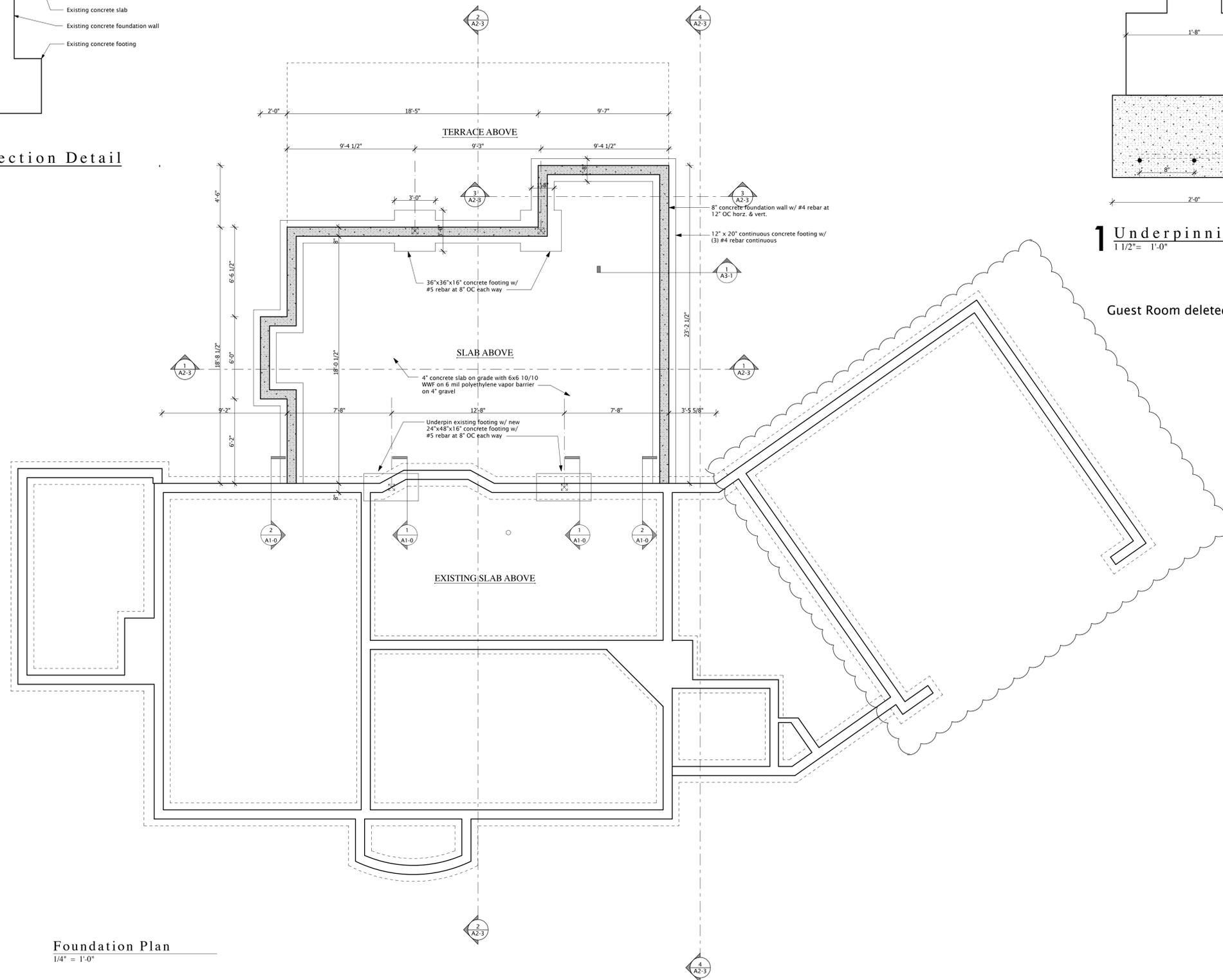
1" = 1'-0"



1 Underpinning Detail

1 1/2" = 1'-0"

Guest Room deleted



Foundation Plan

1/4" = 1'-0"

- FRAMING NOTES:
- EXISTING WALLS ARE DIMENSIONED TO FACE OF INTERIOR DRIVALL & EXTERIOR FINISH MATERIAL.
 - NEW INTERIOR WALLS ARE DIMENSIONED TO FACE OF PLYWOOD SHEATHING (EXTERIOR SIDE) AND FACE OF STUD (INTERIOR SIDE).
 - WINDOW & DOOR OPENINGS ARE DIMENSIONED TO THE CENTERLINE EXCEPT WHERE NOTED "MIN." IN WHICH CASE THEY ARE TO BE HELD MIN. DISTANCE FROM CORNER FOR CASING TO COMPLETE.
 - STEEL COLUMNS & BEAMS ARE DIMENSIONED TO CENTERLINE.

WALL KEY	
	Existing wall
	New frame wall
	New concrete wall



12 July 2020

Fuggitti Addition

7012 Wells Parkway
University Park, MD
20782

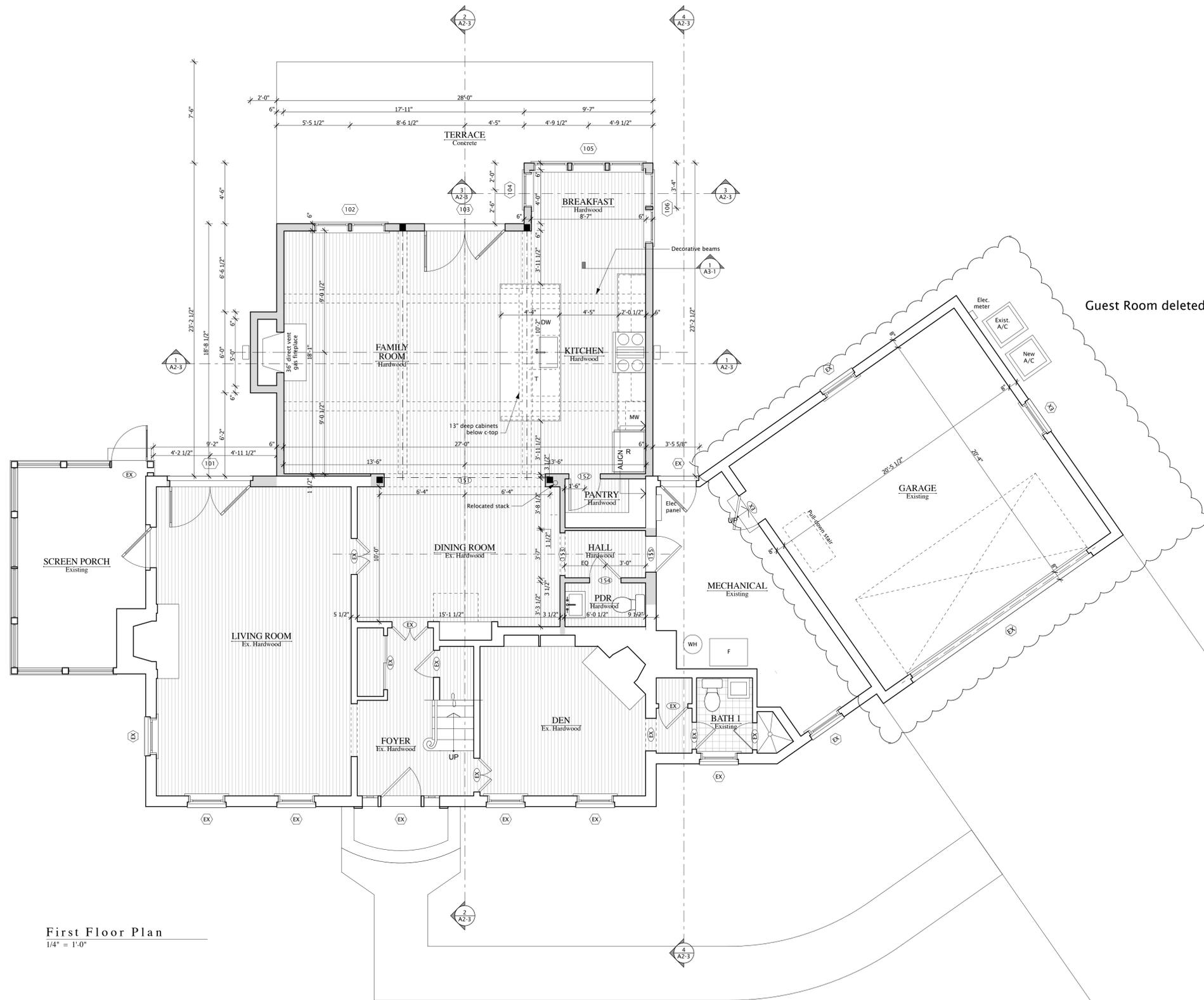
12 July 2020

Permit Revision 1

9 May 2020 Permit Set

Foundation Plan

A1-0



First Floor Plan
 1/4" = 1'-0"

FRAMING NOTES:
 1. EXISTING WALLS ARE DIMENSIONED TO FACE OF INTERIOR DRYPWALL & EXTERIOR FINISH MATERIAL.
 2. NEW INTERIOR WALLS ARE DIMENSIONED TO FACE OF PLYWOOD SHEATHING (EXTERIOR SIDE) AND FACE OF STUD (INTERIOR SIDE).
 3. NEW EXTERIOR WALLS ARE DIMENSIONED TO FACE OF PLYWOOD SHEATHING (EXTERIOR SIDE) AND FACE OF STUD (INTERIOR SIDE).
 4. WINDOW & DOOR OPENINGS ARE DIMENSIONED TO THE CENTERLINE EXCEPT WHERE NOTED "MIN." IN WHICH CASE THEY ARE TO BE HELD MIN. DISTANCE FROM CORNER FOR CASING TO COMPLETE.
 5. STEEL COLUMNS & BEAMS ARE DIMENSIONED TO CENTERLINE.

WALL KEY	
	Existing wall
	New frame wall
	New concrete wall



12 July 2020

Fuggitti
 Addition

7012 Wells Parkway
 University Park, MD
 20782

12 July 2020

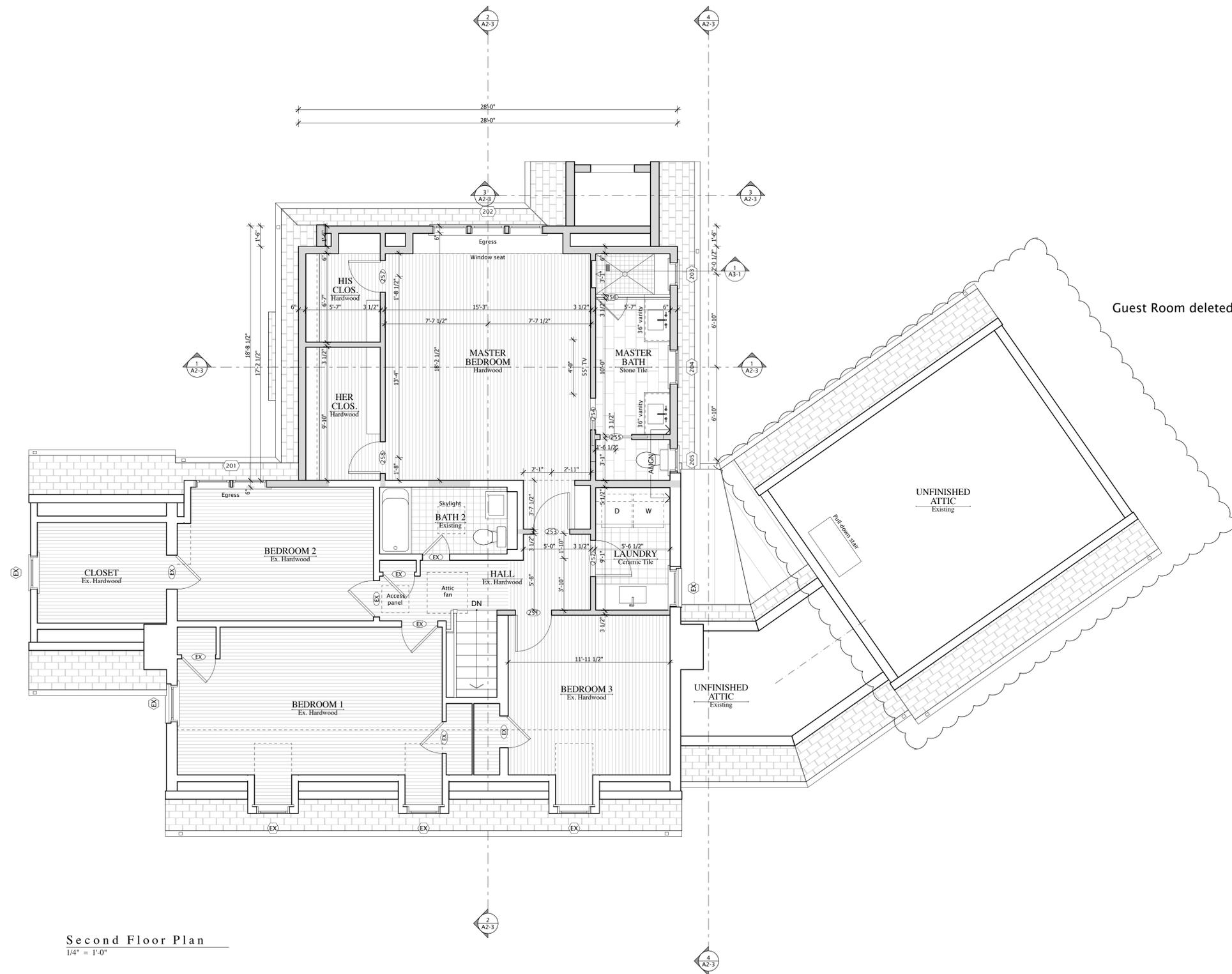
Permit Revision 1

9 May 2020

Permit Set

1st Floor Plan

A1-1



Second Floor Plan
1/4" = 1'-0"

- FRAMING NOTES:
- EXISTING WALLS ARE DIMENSIONED TO FACE OF INTERIOR DRYPWALL & EXTERIOR FINISH MATERIAL.
 - NEW INTERIOR WALLS ARE DIMENSIONED TO FACE OF PLYWOOD SHEATHING (EXTERIOR SIDE) AND FACE OF STUD (INTERIOR SIDE).
 - NEW EXTERIOR WALLS ARE DIMENSIONED TO FACE OF PLYWOOD SHEATHING (EXTERIOR SIDE) AND FACE OF STUD (INTERIOR SIDE).
 - WINDOW & DOOR OPENINGS ARE DIMENSIONED TO THE CENTERLINE EXCEPT WHERE NOTED "MIN." IN WHICH CASE THEY ARE TO BE HELD MIN. DISTANCE FROM CORNER FOR CASING TO COMPLETE.
 - STEEL COLUMNS & BEAMS ARE DIMENSIONED TO CENTERLINE.

WALL KEY	
	Existing wall
	New frame wall
	New concrete wall



12 July 2020

Fuggiti
Addition

7012 Wells Parkway
University Park, MD
20782

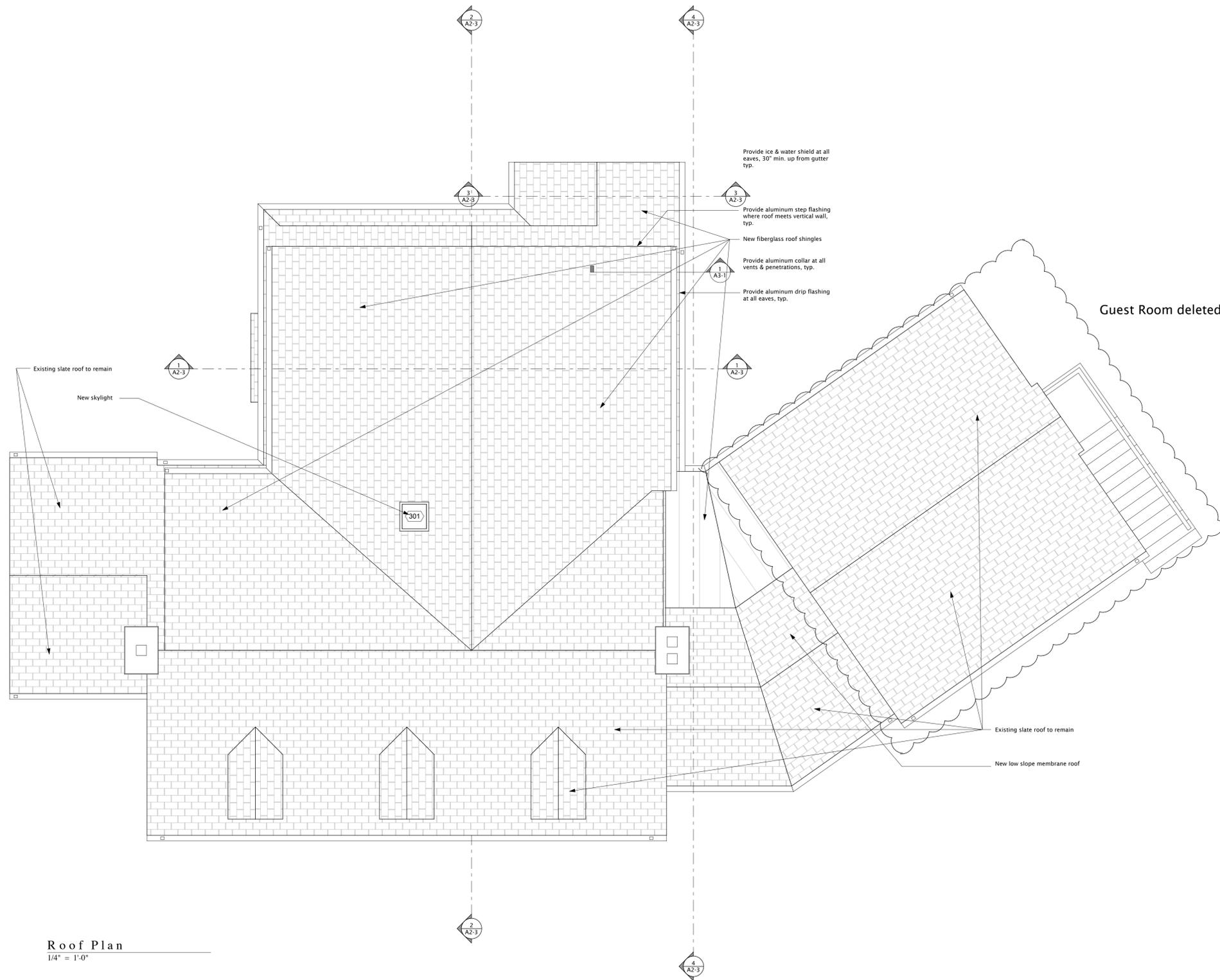
12 July 2020

Permit Revision 1

9 May 2020	Permit Set
------------	------------

2nd Floor Plan

A1-2



Roof Plan
1/4" = 1'-0"

- FRAMING NOTES:**
- EXISTING WALLS ARE DIMENSIONED TO FACE OF INTERIOR DRIVWALL & EXTERIOR FINISH MATERIAL.
 - NEW INTERIOR WALLS ARE DIMENSIONED TO FACE OF PLYWOOD SHEATHING (EXTERIOR SIDE) AND FACE OF STUD (INTERIOR SIDE).
 - NEW EXTERIOR WALLS ARE DIMENSIONED TO FACE OF PLYWOOD SHEATHING (EXTERIOR SIDE) AND FACE OF STUD (INTERIOR SIDE).
 - WINDOW & DOOR OPENINGS ARE DIMENSIONED TO THE CENTERLINE EXCEPT WHERE NOTED "MIN." IN WHICH CASE THEY ARE TO BE HELD MIN. DISTANCE FROM CORNER FOR CASING TO COMPLETE.
 - STEEL COLUMNS & BEAMS ARE DIMENSIONED TO CENTERLINE.

WALL KEY	
	Existing wall
	New frame wall
	New concrete wall



12 July 2020

Fuggitti Addition

7012 Wells Parkway
University Park, MD
20782

12 July 2020

Permit Revision 1

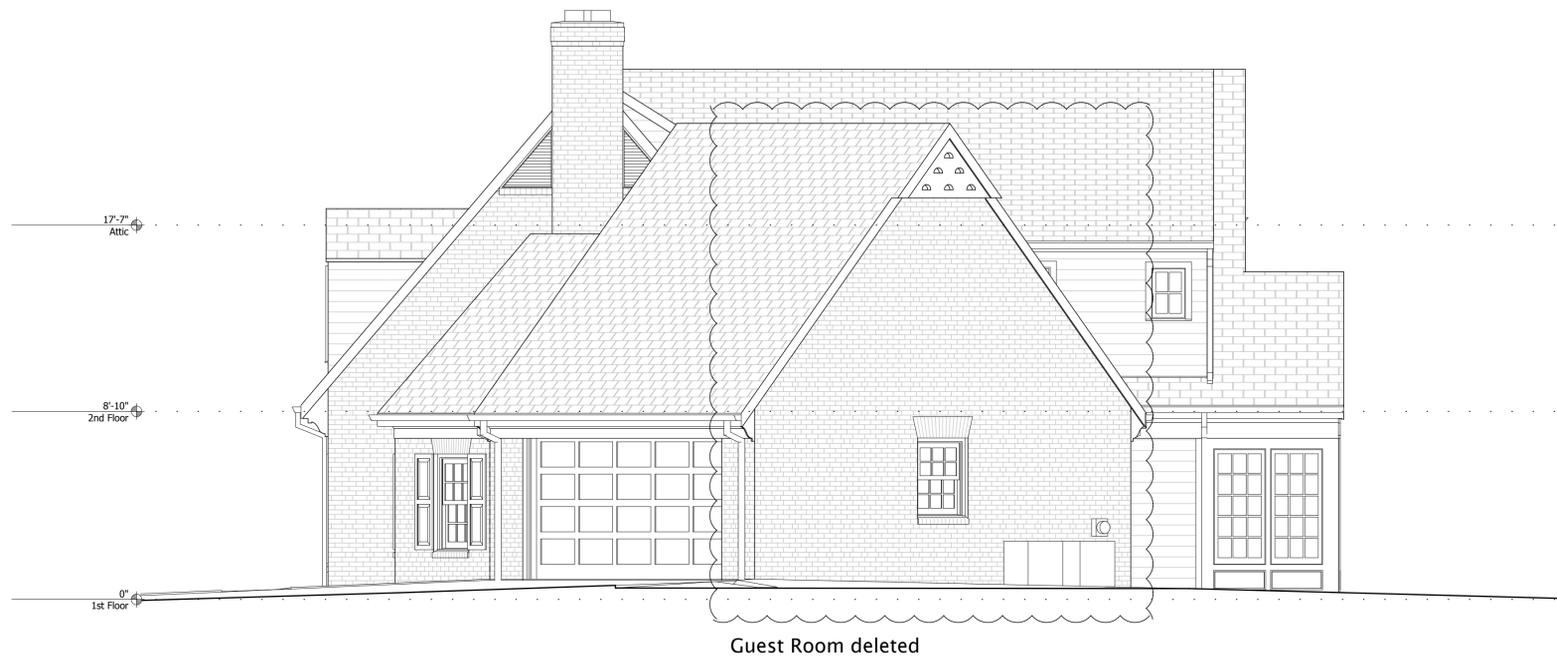
9 May 2020 Permit Set

Roof Plan

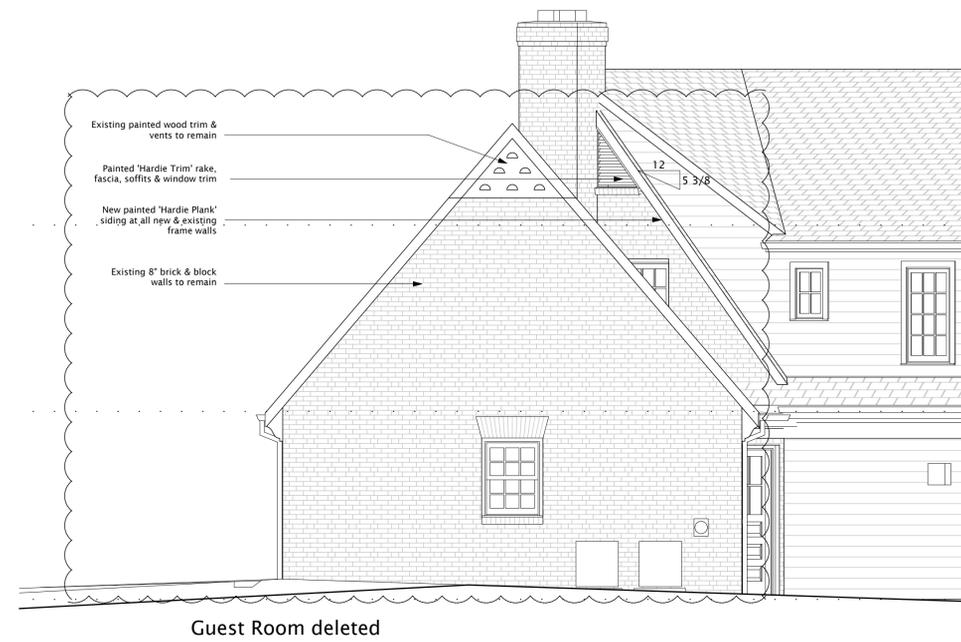
A1-3



1 Front Elevation
 1/4" = 1'-0"



2 Right Elevation
 1/4" = 1'-0"



3 Right Garage Elevation
 1/4" = 1'-0"



12 July 2020

**Fuggitti
 Addition**

7012 Wells Parkway
 University Park, MD
 20782

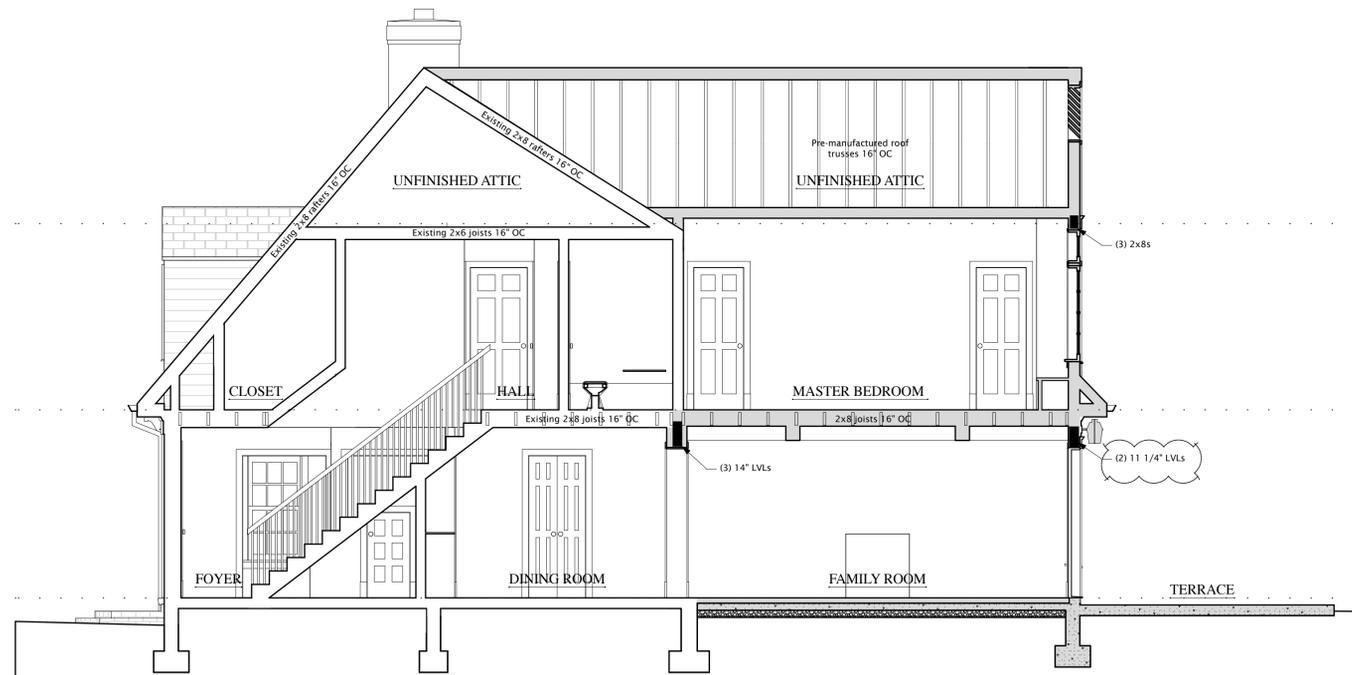
12 July 2020

Permit Revision 1

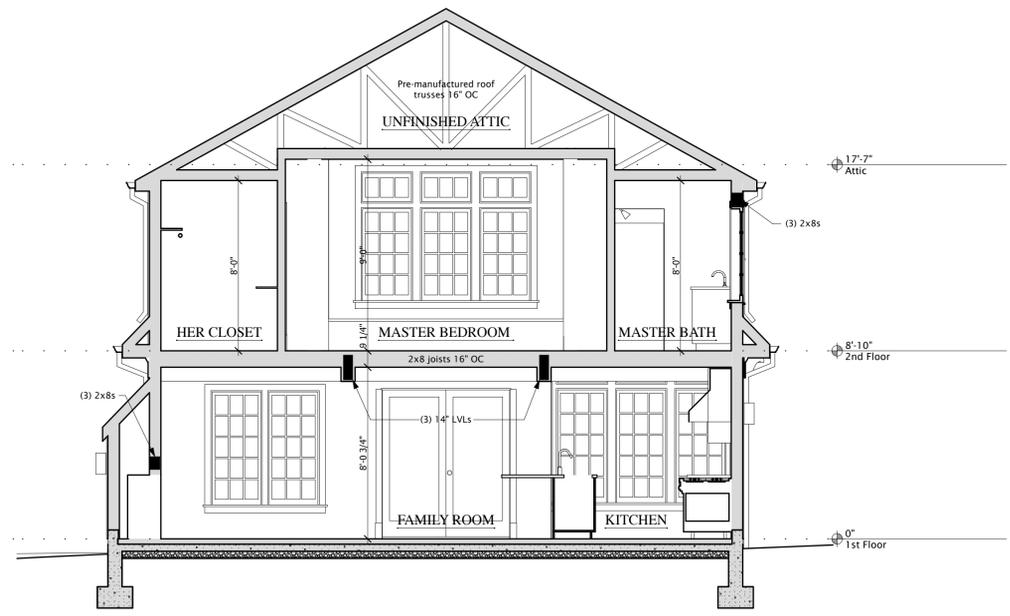
9 May 2020 Permit Set

Front & Right
 Elevations

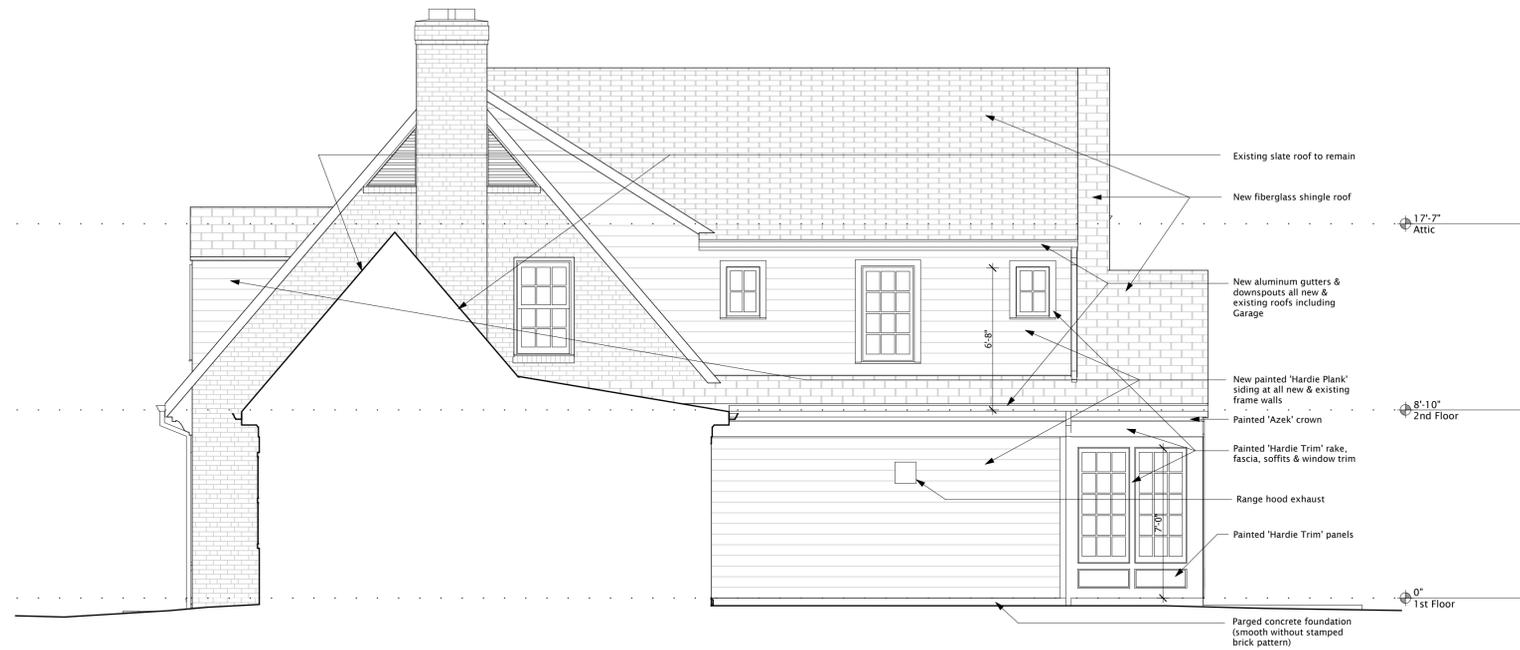
A2-1



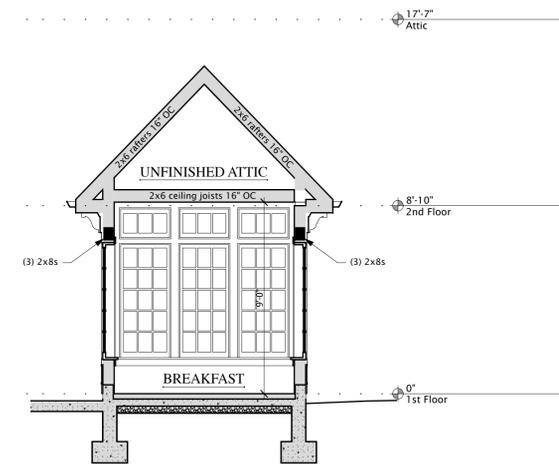
2 Building Section 2
1/4" = 1'-0"



1 Building Section 1
1/4" = 1'-0"



4 Right Section Elevation
1/4" = 1'-0"



3 Breakfast Room Section
1/4" = 1'-0"



12 July 2020

**Fuggiti
Addition**

7012 Wells Parkway
University Park, MD
20782

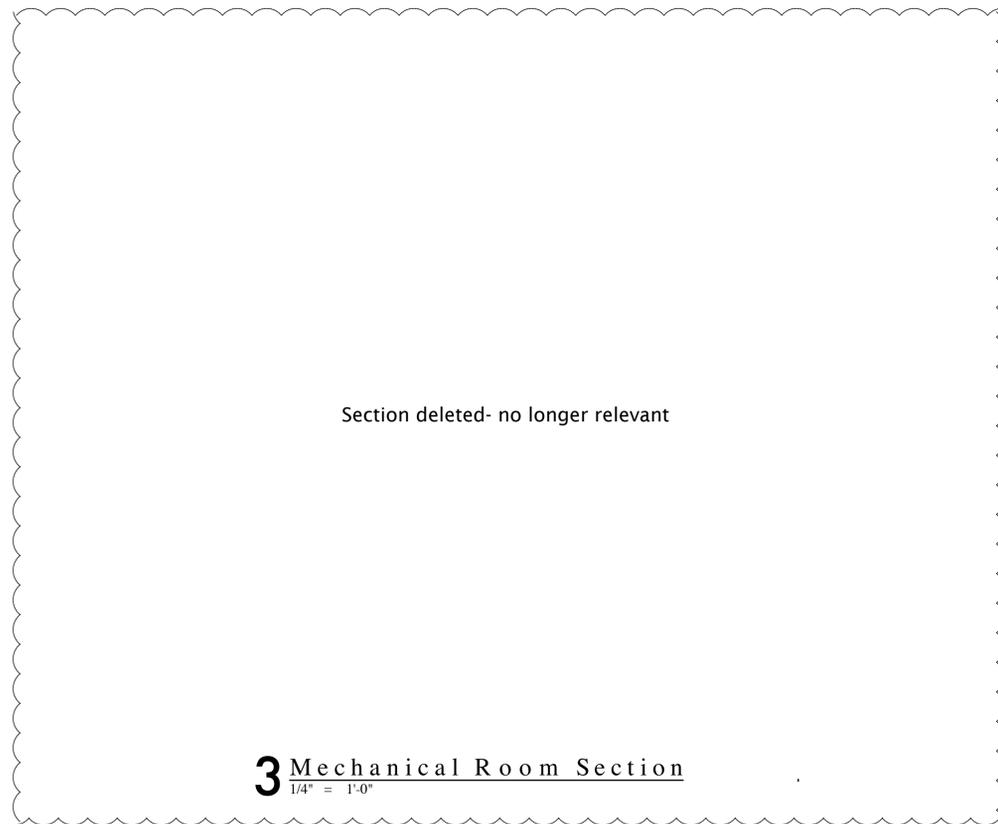
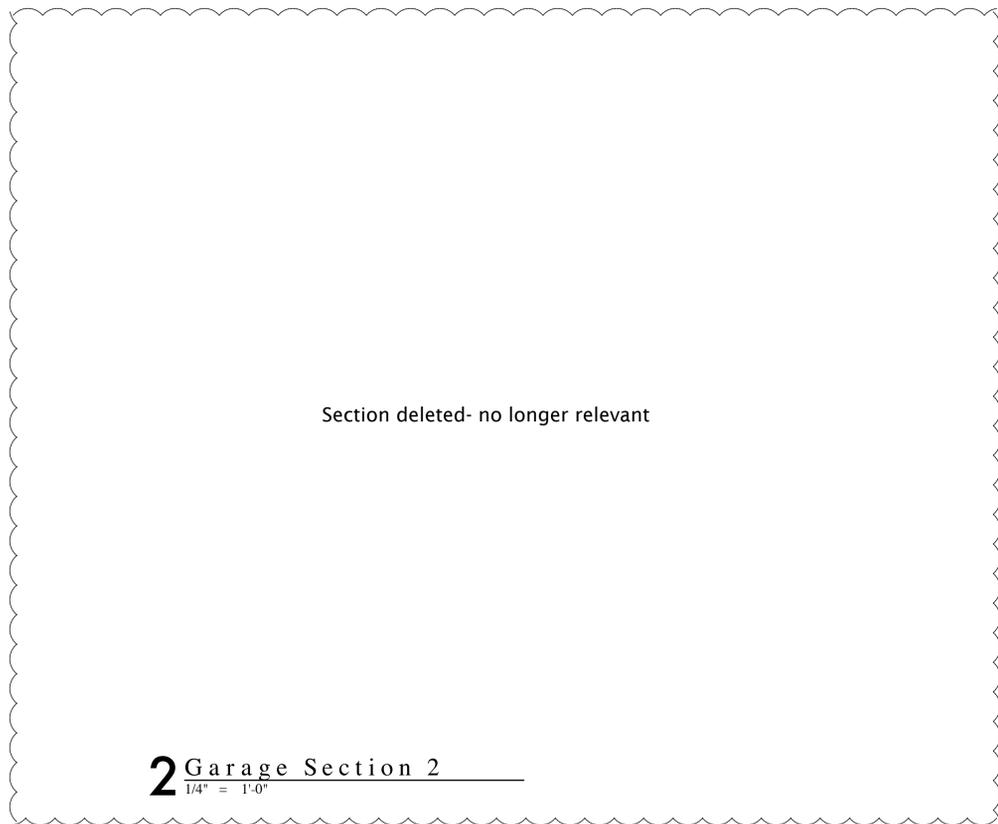
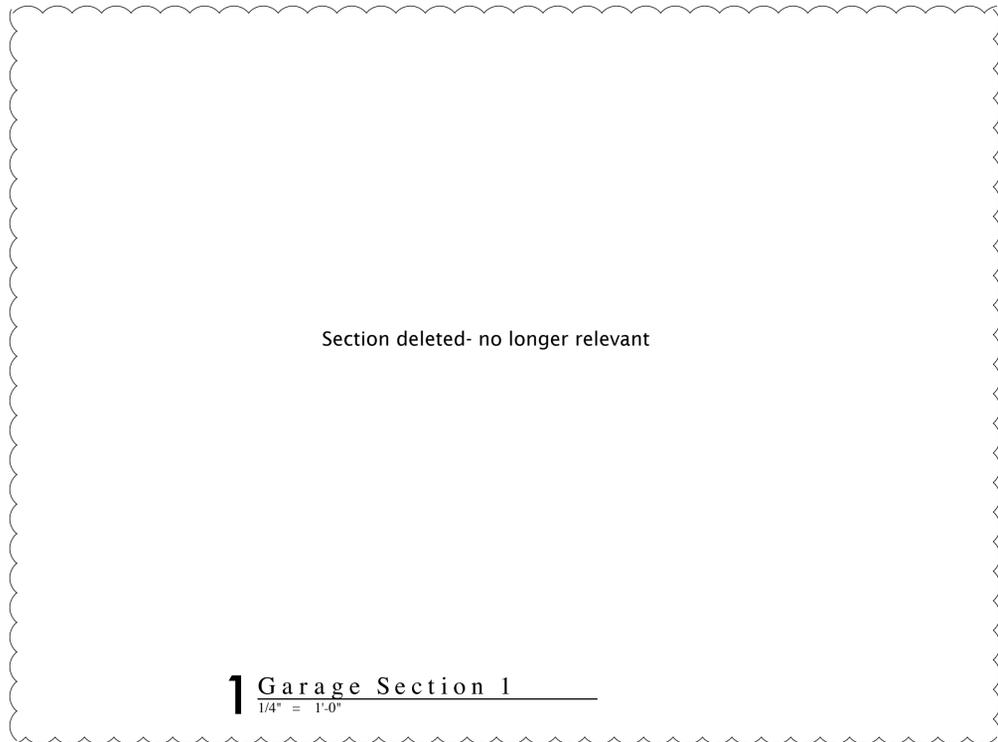
12 July 2020

Permit Revision 1

9 May 2020 Permit Set

Building Sections

A2-3



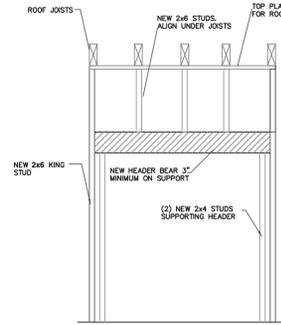
Fuggitti Addition
7012 Wells Parkway
University Park, MD
20782

12 July 2020
Permit Revision 1

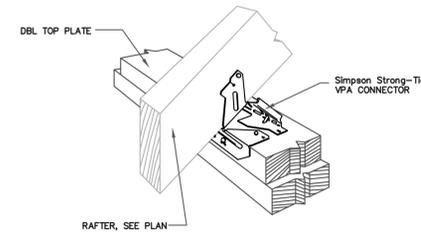
9 May 2020	Permit Set

Building Sections

Detail deleted- no longer relevant



6 Header Detail
NTS



5 Rafter to Top Plate Connection
NTS

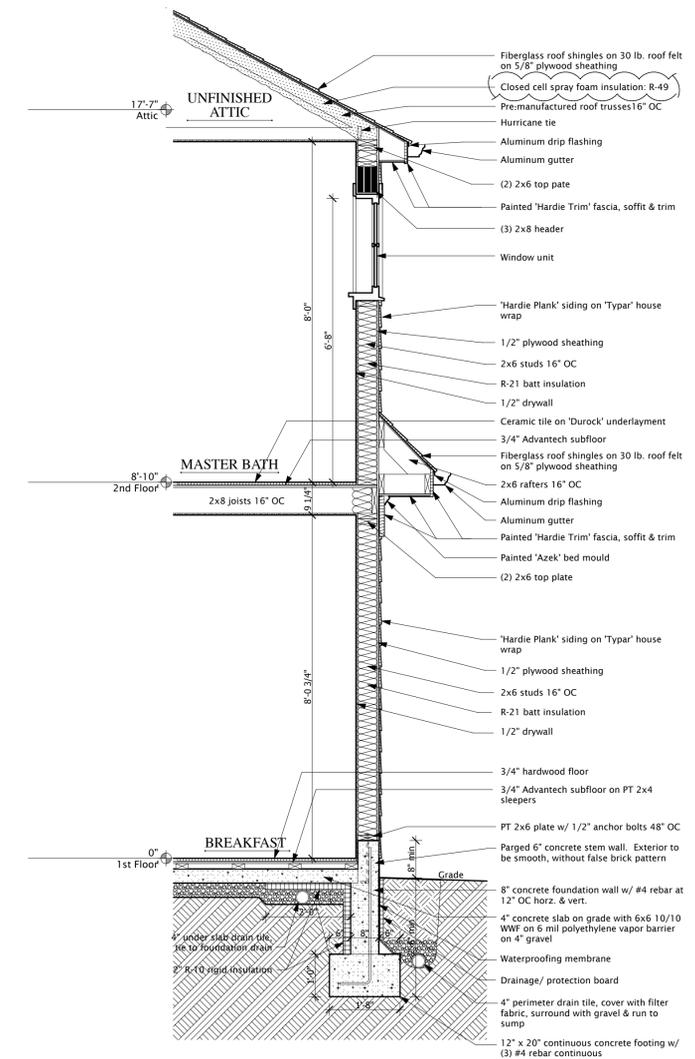
Detail deleted- no longer relevant

4 Rafter to Ridge Beam Connection
NTS

Stair Detail deleted- no longer relevant

Wall Section deleted- no longer relevant

2 Wall Section 1
1/2" = 1'-0"



1 Wall Section 1
1/2" = 1'-0"



12 July 2020

**Fuggitti
Addition**

7012 Wells Parkway
University Park, MD
20782

12 July 2020

Permit Revision 1

9 May 2020 Permit Set

Wall Sections

A3-1

Jon Reinhard, Architect, AIA

PERMIT REVISION 1

Case Number 18254-2020-0

Fuggitti Addition

7012 Wells Parkway

University Park, MD 20782

12 July 2020

To:

Minsoo Ha

Engineer III

Building/ Structural Section

Division of Building Plan Review

Department of Permitting, Inspections and Enforcement

Prince George's County, Maryland

(301) 883-5894

mha@co.pg.md.us

From:

Jon Reinhard, Architect, AIA

The following is my response to your comments received through the ePlan Portal on 25 June, 2020. Your comments are shown in bold italics below with response following. Attached are the following signed & sealed revised drawings. All changes are shown with clouds:

- T1 Cover
- T2 Notes/ Schedules
- T3 Thermal Envelope
- D1 1st Floor Demolition Plan
- D2 2nd Floor Demolition Plan
- A1-0 Foundation Plan
- A1-1 1st Floor Plan
- A1-2 2nd Floor Plan
- A1-3 Roof Plan
- A2-1 Front & Right Elevations
- A2-2 Rear & Left Elevations
- A2-3 Building Sections
- A2-4 Building Sections
- A3-1 Wall Sections
- S1 2nd Floor Framing Plan
- S2 Roof Framing Plan
- E1 1st Floor Electrical Plan
- E2 2nd Floor Electrical Plan

See comments next page.

There shall be at least one communication between the main house and the guest room. The Guest Room, stairs and landing have been deleted. The existing unfinished attic will remain.

Provide the ceiling insulation per IECC 2015, R-49 minimum. R-49 insulation was previously specified at the new roof on sheet T3, Thermal Envelope. Wall Section 1 on sheet A3-1 has been revised to show R-49 insulation at the new roof.

The minimum ceiling height in sloped ceiling is 5'-0" per IRC 2015. The 50% of roof shall have minimum 7'-0" ceiling height per IRC 2015. The Guest Room with sloped ceiling has been deleted.

1. **Submit the calculation for (2) 14" LVL beam which shall be adequate to support the point loads from the new beams.** See attached calculations which have been stamped by the structural engineer.
2. **Post shall provided at each end of beams.** The beam indicated by Changemark 2 has been deleted.
3. **(2) 5 x 3 ½ x ½ steel angles not adequate to support the W12x26 steel beam. Revise the size or submit the calculation.** The steel beam and angles have been deleted.
4. **Provide the lateral frames for the landing. We recommend to use diagonal bracings at all direction at 4 corners.** The landing has been deleted.
5. **Provide a beam to support the exterior wall above .** The 2nd Floor Framing Plan on sheet S1 has been revised to show a (3) 2x8 beam under the exterior wall, which is a non-bearing wall.
6. **Engineer to review and revise the lateral braced wall at this corner where there is not much or wall to provide the continuous sheathing.** The engineer reviewed the lateral bracing and revised the detail to show a 3 ½" x 11 ¼" LVL at the top. The portal frame is for both openings on the rear wall and the IRC 2015 602.10.1 allows up to an 8 foot offset of the outer bracing line wall. The Breakfast Room offset is 4'-6" and is dimensioned on revised sheet S1. The lateral bracing meets the code.

Please let me know if you have any further questions. Thank you for your time and attention to this matter.

7012 Wells Parkway Permit Comments Response

COMMENT #1: Check of 2nd floor lvl beam at entrance to new addition

LVL SPAN = 12.25 feet

Floor load tributary for uniform load = 1 foot

Intersecting LVL tributary = 9 ft, span = 18.5'

Intersecting LVL LL= 5K; TL = 7.5k --Use 1/2 these values at ea. end = 3.8k

Apply loads at 3' from support (opening is symmetrical)

Apply uniform DL and LL of 15 plf and 30 plf to LVL

Calculate Flexural and shear loads per lf to check flexure

Max Shear = 4100 lbf

From MicroLam (tm) tables for 2.0E 5-1/4"x14" LVL, max allowable shear is 14,201 lbf. OK

Max Moment = 12024.38 (lbf·ft)

From MicroLam (tm) tables for 2.0E 5-1/4"x14" LVL, max allowable moment is 40,740 lbf·ft. OK

Check Deflection

Max deflection at midspan: $(F \cdot a) / (24 \cdot E \cdot I) \cdot (3L^2 - 4a^2)$

$E = 2.0 \times 10^6$ psi; $I = 1201$ in⁴

Max deflection at midspan = 0.25 in. Max code allowable deflection: $148/360 = .41$ in

Deflection OK.



07/06/2020

PROJECT INFO:
EXISTING HOUSE: Two story on slab single family home constructed in 1950. Brick & block first floor exterior walls. Frame second floor exterior walls.
SCOPE OF WORK:
First Floor: Addition to include new Family Room, Kitchen & Breakfast Room. Renovated space to include Powder Room, Pantry & expanded Dining Room. New Terrace.
Second Floor: Addition to include new Master Bedroom, Master Bath & closets. Renovated space to include new Laundry Room & reduced Bedroom 3.

ADDRESS: 7012 Wells Parkway
University Park, MD 20782
LOCATION: Lot 1, Block 43, Plat Number Six
College Heights Estates
Plat Book 16, Plat No. 68
LOT AREA: 21,399 SF
ZONING: Zone R-55
SETBACKS: ALLOWED: EXISTING: PROPOSED:
FRONT: 40' 55' 41' 55' 41'
SIDE: 8' 18' 18'
REAR: 20' 50' 50'

MAX ROOF HEIGHT: ALLOWED: EXISTING: PROPOSED:
35' 25' 5" 25' 5"

LOT COVERAGE: 30% 14% 15%

EXISTING LOT COVERAGE CALCULATION:
Lot area: 21,399 sf
Max lot coverage: 30% (includes structures under roof & drivable surfaces)
Existing House, Garage & Screen Porch: 1,805 sf
Existing Driveway: 938 sf
Total Existing Lot Coverage: 2,743 sf / 21,399 sf = 13%

PROPOSED LOT COVERAGE CALCULATION:
Proposed Addition: 579 sf
Total Proposed Lot Coverage: 2,743 sf existing + 579 sf proposed = 3,322 sf
3,322 sf / 21,399 sf = 16%

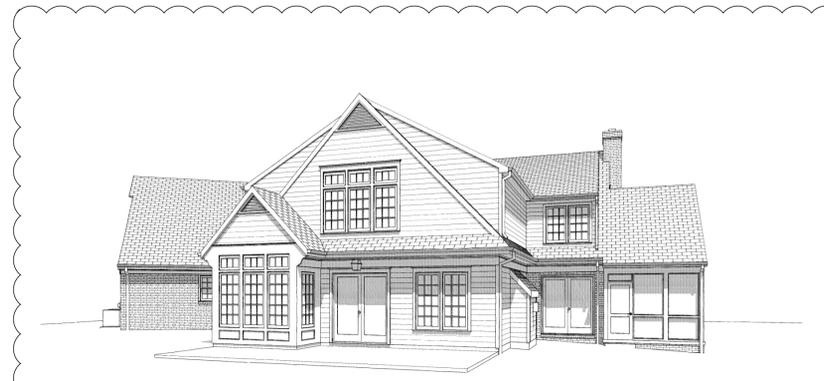
SQUARE FOOTAGE: EXISTING RENOV. ADDED: TOTAL:
FIRST FLOOR AREA: 1,189 SF 247 SF 579 SF 1,768 SF
SECOND FLOOR AREA: 940 SF 110 SF 516 SF 1,456 SF
ATTIC FLOOR AREA: 0 SF 0 SF 0 SF 0 SF
TOTAL FLOOR AREA: 2,129 SF 357 SF 1,095 SF 3,224 SF

Guest Room deleted

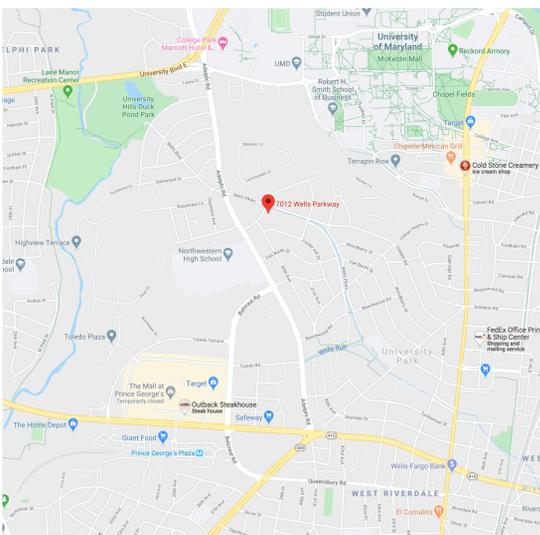
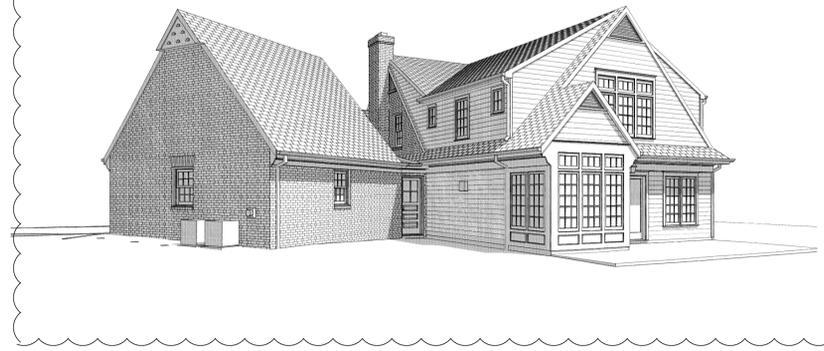
Guest Room deleted

Fuggitti Addition

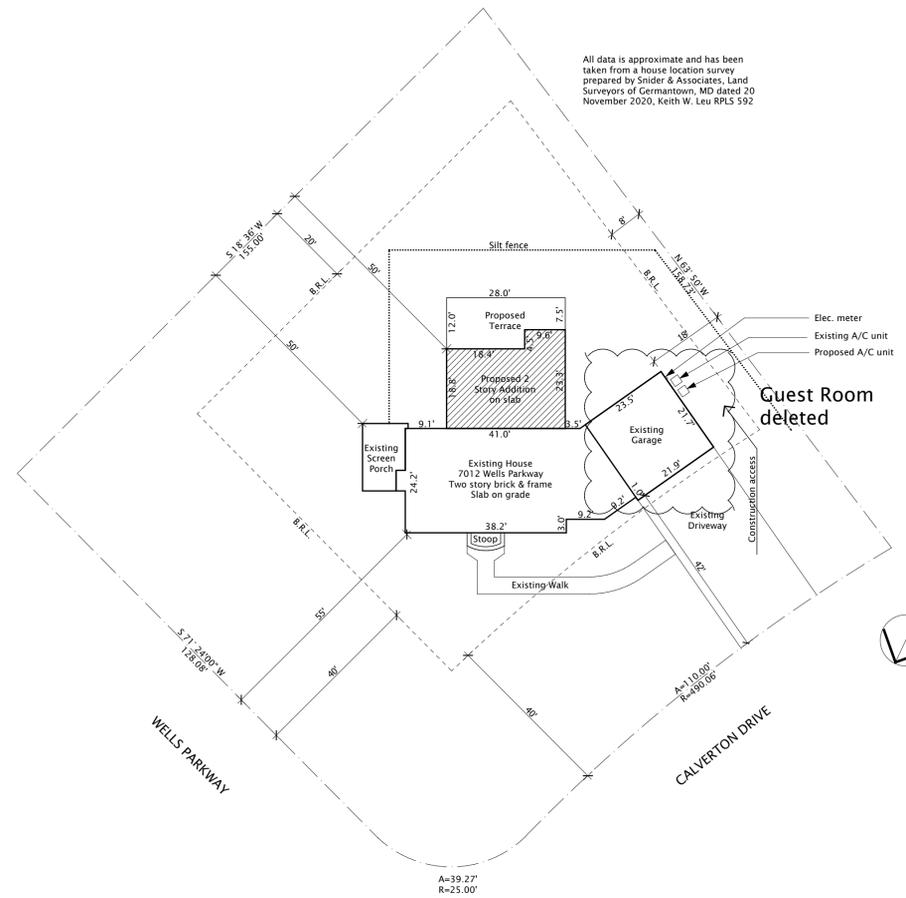
7012 Wells Parkway University Park, MD 20782



Guest Room deleted



Vicinity Map
NTS



Site Plan
1" = 20'



12 July 2020

Fuggitti Addition

7012 Wells Parkway
University Park, MD
20782

Standard Abbreviations

AC Air Conditioner, (ing. ed.)	DL Drain Drier	GWB Gypsum Wall Board	NC Not in Contract	SM Similar
AB Anchor Bolt	DEB Double	GYP Gypsum	NO Number	SK Addendum Sheet
ABV Above	DEM Demolition	HD Head	NM Nominal	SP Standard
AD Area Drain	DET Detail	HR Header	NTS Not to Scale	SS Specification
ADJ Adjustable	DIA Diameter	HDW Hardware	OC On Center	SO Square
AFF Above Finish Floor	DIA Diagonal	HDWR Hardware	OD Outside Diameter	STD Standard
AGG Aggregate	DIF Diff	HGR Hanger	OFF Office	STC Stair
AHU Air Handling Unit	DIM Dimension	HORZ Horizontal	OPR Opening	STN Staircase
ALUM Aluminum	DISP Dispenser	HUR Hour	OPN Opening	STR Structural
ALWD Alwood	DISP Dispenser	HT Height	OPN Opening	SUS Suspension or Suspended
ARCH Architectural	DISP Dispenser	HVAC Heating, Ventilating & A/C	OPN Opening	TBD To Be Determined
AUTO Automatic	DISP Dispenser	HWC Hose Valve Cabinet	OPN Opening	TEL Telephone
AVG Average	DISP Dispenser	HWH Hot Water Heater	OPN Opening	TECH Technical
BA Bath	DISP Dispenser	ID Inside Diameter	OPN Opening	TEMP Temperature
BAO Board	DISP Dispenser	INSUL Insulation/Insulating	OPN Opening	TP Top of
BEV Bevel (EG)	DISP Dispenser	INT Insulation	OPN Opening	TPP Toilet Paper
BIB Bifurcated	DISP Dispenser	L Length	OPN Opening	T Top
BLDG Building	DISP Dispenser	LAM Laminated	OPN Opening	T&B Top and Bottom
BLK Blocking	DISP Dispenser	LAV Lavatory	OPN Opening	T&G Tongue and Groove
BLM Blocking	DISP Dispenser	LIB Library	OPN Opening	THK Thick
BMT Basement	DISP Dispenser	LIN Linen Closet	OPN Opening	THR Threshold
BCT Bottom	DISP Dispenser	LJ Lin Lead	OPN Opening	TIS Top of Slab
BRG Bedroom	DISP Dispenser	LL Long Leg Horizontal	OPN Opening	TOST Top of Steel
BRK Brick	DISP Dispenser	LP Low Point	OPN Opening	TOW Top of Wall
BRL Building Restriction Line	DISP Dispenser	LQ Low Voltage	OPN Opening	TR Typ
BTW Between	DISP Dispenser	LW Low Voltage	OPN Opening	TRYP Typical
C&C Center to Center	DISP Dispenser	LX Light Weight	OPN Opening	UNL Unless Noted Otherwise
CAB Cabinet	DISP Dispenser	LX Light Weight	OPN Opening	UNL Unless Otherwise Noted
C&M Center to Center	DISP Dispenser	LX Light Weight	OPN Opening	UNL Unless Otherwise Noted
CL Cast Iron	DISP Dispenser	LX Light Weight	OPN Opening	UNL Unless Otherwise Noted
CLR Closet	DISP Dispenser	LX Light Weight	OPN Opening	UNL Unless Otherwise Noted
CLD Clear (above)	DISP Dispenser	LX Light Weight	OPN Opening	UNL Unless Otherwise Noted
COL Column	DISP Dispenser	LX Light Weight	OPN Opening	UNL Unless Otherwise Noted
CON Concrete	DISP Dispenser	LX Light Weight	OPN Opening	UNL Unless Otherwise Noted
CONC Concrete	DISP Dispenser	LX Light Weight	OPN Opening	UNL Unless Otherwise Noted
CONT Contractor	DISP Dispenser	LX Light Weight	OPN Opening	UNL Unless Otherwise Noted
CONTN Continuous	DISP Dispenser	LX Light Weight	OPN Opening	UNL Unless Otherwise Noted
CTOP CounterTop	DISP Dispenser	LX Light Weight	OPN Opening	UNL Unless Otherwise Noted
CTSK CounterSink	DISP Dispenser	LX Light Weight	OPN Opening	UNL Unless Otherwise Noted
CUFT Cube Feet	DISP Dispenser	LX Light Weight	OPN Opening	UNL Unless Otherwise Noted

Surface Materials

Brick - Running	Ceramic Tile - Size Varies
Block - Running	Stone Tile - Size Varies
Parged Concrete	Flagstone - Irregular
Shingles / Shakes	Flagstone - Rectangular
Metal Roof	Wood Floor / Siding
Slate Roof	Stone Veneer
Marble / Granite	

Section Materials

Brick	Earth Undisturbed
Poured Concrete	Earth Backfill
CMU	Steel
Rubble Stone	Finish Wood
Fire Brick	Plywood
Finish Stone / Slate	Dimensional Lumber
	Wood Blocking

Drawing Symbols

1 A2-3 SHEET	DRAWING 1 A2-3 SHEET
1 A2-1 SHEET	DRAWING 1 A3-1 SHEET
4 A5-1 SHEET	DRAWING OF FACING WALL 2 SHEET
TOP OF PLATE 0'-2 1/2"	Level Elevation: Section/Elevation
8'-0"	Level Elevation: Plan
1 Revision	
1 Window	
2 Door	
2 Structure Member	
2 Footing, Keynote	

Project Team

ARCHITECT Jon Reinhard, Architect, AIA 6719 44th Avenue University Park, MD 20784 301-437-2436
CONTRACTOR Scott & Winters Construction 12110 Benjamin Street Beltsville, MD 20705 703-994-6128
STRUCTURAL ENGINEER William Siegel, PE WS Engineering 7011 Wells Parkway Hyattsville, MD 20782 240-277-2256
Applicable Building Code 2015 International Residential Code
Utilities Electric: PEPCO overhead service Natural gas: Washington Gas Water & sewer: WSSC

Drawing List

T1 Cover
T2 Notes / Schedules
T3 Thermal Envelope
D1 1st Floor Demolition Plan
D2 2nd Floor Demolition Plan
A1-0 Foundation Plan
A1-1 1st Floor Plan
A1-2 2nd Floor Plan
A1-3 Roof Plan
A2-1 Front & Right Elevations
A2-2 Rear & Left Elevations
A2-3 Building Sections
A2-4 Building Sections
A3-1 Wall Sections
S1 2nd Floor Framing Plan
S2 Roof Framing Plan
E1 1st Floor Elec Plan
E2 2nd Floor Elec Plan

12 July 2020

Permit Revision 1

9 May 2020 Permit Set

Cover

T1

Residential Code Notes

- All construction shall be in conformance with the International Residential Code (IRC), 2015 Edition, as amended by Montgomery County Executive Regulation. All chapters, tables, sections, figures, and appendices referenced within are from IRC. The document contains items which either are approved plans and is provided for convenience only. It is not intended as a substitute for the code or all of its provisions.
- The residential construction design parameters are as follows:

GROUND SNOW LOAD	WIND SPEED	SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM				WINTER DESIGN TEMP	ICE SHEILD UNDESIRED BY HOUS REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX	MEAN ANNUAL TEMP	SOIL BEARING CAPACITY (ASSUMED)
			WIND	WAVE	ICE	SEISMIC						
30 PSF	90 MPH 3 SEC 30/10	B	SEVERE	30 IN.	NEARBY	100°F	NO	JULY 2, 1979	100	55 F	1,500 PSF	

TABLE R501.3
MINIMUM DESIGN LIVE LOADS
(IN POUNDS PER SQUARE FOOT)

USE	LIVE LOAD
Attics With Storage (lb)	20
Attics Without Storage (lb)	10
Decks (lb)	40
Exterior Balconies	60
Fire Escapes	40
Guardrails and Handrails (lb)	200
Guardrails-In-Fill Components (lb)	50
Passenger Vehicle Garages (lb)	150-60
Rooms Other Than Sleeping Rooms	40
Sleeping Rooms	30
Stairs	40-50

- Elevated garage floors shall be capable of supporting a 2,000-pound load applied over a 20-square-inch area.
- No storage with slope roof over 3 units in 12 units.
- Individual clear decks shall be designed for the uniformly distributed live load of 300-pound concentrated load acting over an area of 4 square inches, whichever produces the greatest stresses.
- A single concentrated load applied in any direction at any point along the top.
- See Section R502.2.1 for decks attached to exterior walls.
- Grade in all basements shall be above the finished. Sillings and panel floors shall be designed to withstand a horizontally applied normal load of 50 pounds on an area equal to 1 square foot. This load need not be assumed to act concurrently with any other live load requirement.

GENERAL CONTRACTOR TO PROVIDE WINDOW & DOOR SHOP DRAWINGS FOR REVIEW AND APPROVAL BY ARCHITECT.
ARCHITECT IS NOT RESPONSIBLE FOR ANY WINDOWS OR DOORS ORDERED WITHOUT APPROVED SHOP DRAWINGS.

EXTERIOR DOOR & WINDOW SCHEDULE Guest Room deleted

Fuggitti Addition

- All windows and doors to be aluminum clad with Simulated Divided Lite glass.
- Provide jamb extensions as required.
- Sizes shown are unit sizes. Consult manufacturer for rough opening sizes.
- Insulated Low-e argon gas filled glass.
- Hinge direction as viewed from exterior.

Qty	Label	Units	Type	Window/ Door			Frame Size				Location(s)	Note		
				Mfr.	Model	Hinge	Lite Cut	Tempered	Width	Height			Finish Mull	Ext.Casing
1	101	1	French door	TBD	N/A	LR	Single	X	6-0	7-0	N/A	5/4x4	Living Room	Right Active
1	102	2	Casement x 2	TBD	N/A	N/A	3W5H	N/A	2-6	5-6	3 1/2"	5/4x4	Family Room	N/A
1	103	1	French door	TBD	N/A	LR	Single	X	6-0	7-0	N/A	Brickmould	Living Room	Right Active
1	104	1	Casement	TBD	N/A	R	3W5H	N/A	2-6	5-6	N/A	5/4x4	Breakfast	N/A
1	105	3	Casement x 3	TBD	N/A	LSR	3W5H	N/A	2-6	5-6	3 1/2"	5/4x4	Breakfast	With (approx) 1-6 tall transoms. Match wdw pane height.
1	106	2	Casement x 2	TBD	N/A	LR	3W5H	N/A	2-6	5-6	3 1/2"	5/4x4	Breakfast	N/A
1	201	2	Casement x 2	TBD	N/A	LR	3W4H	N/A	2-6	4-6	3 1/2"	5/4x4	Bedroom 2	EGRESS
1	202	3	Casement x 3	TBD	N/A	LSR	3W4H	N/A	2-6	4-6	3 1/2"	5/4x4	Master BR	EGRESS, with (approx) 1-6 tall transoms. Match wdw pane height.
1	203	1	Casement	TBD	N/A	L	2W2H	X	1-8	2-6	N/A	N/A	Master Shower	N/A
1	204	1	Casement	TBD	N/A	L	3W4H	N/A	2-6	4-6	N/A	5/4x4	Master Bath	N/A
1	205	1	Casement	TBD	N/A	L	2W2H	N/A	1-8	2-6	N/A	N/A	Master Shower	N/A
1	301	1	Fixed Skylight	Velux	2222	N/A	N/A	X	22 1/2"	22 1/2"	N/A	N/A	Bath 2	Curb mounted

INTERIOR DOOR SCHEDULE Guest Room deleted

Fuggitti Addition

Solid MDF doors to match existing, 13/8" thick.
Sizes shown are finish sizes.

Qty	Label	Size (WxH)	Finish/Material	Type	Location	Lite Cut	Hardware	Comments
1	151	12-0 x 7-0	N/A	Cased Opening	Dining Rm/ Family Rm	N/A	N/A	N/A
1	152	2-4 x 6-8	Painted solid MDF	Swing	Kitchen/ Pantry	N/A	Passage	N/A
1	153	3-2 x 6-8	N/A	Cased Opening	Dining Rm/ Hall	N/A	N/A	N/A
1	154	2-4 x 6-8	Painted solid MDF	Swing	Hall/ Powder Rm	N/A	Privacy	N/A
1	155	2-8 x 6-8	Painted solid MDF	Swing	Hall/ Mechanical Rm	N/A	Passage	N/A
1	251	2-8 x 6-8	Painted solid MDF	Swing	Hall/ Bedroom 3	N/A	Privacy	N/A
1	252	2-8 x 6-8	Painted solid MDF	Swing	Hall/ Laundry	N/A	Passage	N/A
1	253	2-8 x 6-8	Painted solid MDF	Swing	Hall/ Master BR	N/A	Privacy	N/A
1	254	2-4 x 6-8	Painted solid MDF	Pocket	Master BR/ Master Bath	N/A	Privacy	N/A
1	255	2-4 x 6-8	Painted solid MDF	Pocket	Master BR/ Master Bath	N/A	Privacy	N/A
1	256	2-4 x 6-8	3/8" Glass	Swing	Master Bath/ Shower	N/A	Pull	Tempered Starphire Glass
1	257	2-4 x 6-8	Painted solid MDF	Swing	Master BR/ His Closet	N/A	Passage	N/A
1	258	2-4 x 6-8	Painted solid MDF	Swing	Master BR/ Her Closet	N/A	Passage	N/A

GENERAL NOTES

01 General

- Project documents.
 - Types of documents.
 - Large-format drawing sheets bearing the name of the Architect and Project, and the notation "Construction Set" or "Revision [R]". Sheets bearing the notations, "Permit Set", "Not for Construction", "Preliminary", "Pricing", or "Schematic" shall not be used for construction.
 - Specifications bearing the notation, "Construction Specifications". Preliminary and other specifications shall not be used for construction.
 - Supplemental drawing sheets bearing the name of the Architect, Project, and the notation "SK-[R]". Such drawings become part of the Project Documents as they are issued.
 - Schedules of finishes, fixtures, doors, windows, and other manufactured products, which may be issued as part of any of the above documents.
 - Any work done from out of date documents will be solely at the Contractor's risk and expense.
 - Inconsistencies.
 - Any inconsistencies found between the drawings and existing conditions, or among the drawings, or between the drawings and the specifications, shall be reported to the Architect. The Contractor shall not perform any work affected in any manner by the inconsistencies until the Architect has clarified the information. Any work done without such clarification will be solely at the Contractor's risk and expense. The Architect will resolve the inconsistencies in a timely manner.
 - Project Document Precedence.
 - In the event of conflicting information within the project documents, the following precedence order shall be followed.
 - Specifications
 - Drawings at larger scale
 - Drawings at smaller scale
 - Where construction documents specify more stringent requirements than building code minimums, construction document requirements shall govern.
- Dimensions.
 - Columns are dimensioned to centerline.
 - Wood framing is dimensioned to face of framing.
 - Concrete and masonry are dimensioned to face of material.
 - Openings are dimensioned to centerline, UNO. See door and window schedules for rough openings and masonry openings if applicable.
- Existing conditions.
 - All existing conditions, materials, dimensions and elevations shall be verified by the Contractor prior to beginning work.
 - Extreme care and safety measures must be taken by the General Contractor so as not to damage the existing structure in any way. Any damage to the existing structure resulting from construction work shall be the sole responsibility of the Contractor.
- Codes and standards.
 - International Residential Code for One- and Two-Family Dwellings, 2015 Edition
 - Concrete: ACI 318, Building Code Requirements for Structural Concrete and Commentary, latest edition, of the American Concrete Institute.
 - Structural Steel: Code of Standard Practice for Steel Buildings and Bridges, March latest edition, of the American Institute of Steel Construction.
 - Welding: Structural Welding Code - Steel, latest edition, of the American Welding Society.
 - Masonry: ACI 308/ASCE 5/TMS 402
 - Wood Framing: National Design Specification for Stress-Grade Lumber and Its Fastenings of the National Forest Products Association, latest edition.
- Design Loads.
 - Live loads.
 - Roads: 30 PSF
 - Sleeping Rooms: 30 PSF
 - Rooms other than Sleeping: 40 PSF
 - Dead loads: Minimum design dead weight of superimposed building materials in accordance with table A1 of the Minimum Design Loads for Building and Other Structures, ANSI A58.1-82. Dead load not less than 10 PSF.
 - Wind Speed: 90 MPH, 3 second gust.
 - Seismic design category: B.
- Code Notes.
 - Ceiling Heights.
 - Habitat rooms, hallways, corridors, bathrooms, toilet rooms, laundry rooms and basements shall have a ceiling height of no less than 7'-0". The required height shall be measured from the finish floor to the lowest projection from the ceiling. IRC Sec. R305. Exceptions: 1) Beams and girders spaced not less than 48" on center may project not more than 8" below the required ceiling height. 2) Not more than 50% of the floor area of a room or space is permitted to have a sloped ceiling less than 7'-0" in height.
 - Any floor area having less than 5'-0" of ceiling height shall not be considered part of the room area and shall not be allowed to have any permanent fixtures or furnishings such as, but not limited to, bathtubs, showers, water closets, sinks, cabinets, and shelves.
 - Garage floor shall be at least 4" below the adjacent dwelling floor, or a permanent noncombustible liquid-tight curb, at least 4" high, shall be on the garage side. Garage shall be provided with minimum 1/2" drywall. A solid wood door 1-3/8" thick or a 20-minute fire-rated door is required. IRC §R309.
 - Egress openings.
 - Every sleeping room and every habitable room shall have at least one operable window or exterior door opening for emergency escape and rescue. Openings shall have a sill height of not more than 44" above the floor, an emergency escape and rescue opening shall have a minimum net clear opening of 5.7 sq ft, a minimum net clear opening width of 20", and a minimum net clear opening height of 24". IRC §R310.
 - All egress doors and windows shall be readily operable from the side from which egress is to be made without the use of a key or special knowledge or effort. IRC §R310.1.4.
 - Stairs.
 - Stairs shall comply with IRC §R311.5, and handrails shall comply with IRC §R311.5.6.
 - Treads and risers shall comply with IRC §R311.5.3, as amended by Montgomery County Executive Regulation:
 - Tread 10" min.
 - Riser 7-3/4" max.
 - Open risers shall not permit the passage of a 4" diameter sphere.
 - Headroom: Minimum headroom in stairways shall be 6'-8" as described in IRC §R311.5.2.
 - Under-stair protection: Accessible space under stairs shall be finished with 1/2" GWB to comply IRC §R311.5.
 - Handrails shall have a minimum height of 34" and a maximum height of 38" measured from the nosing of the treads. IRC §R311.5.6.1.
 - Illumination: Intersecting stairways shall be illuminated in compliance with IRC §R311.5.7.
 - Guard railings:
 - Where required: Porches, balconies or raised floor surfaces located more than 30" above the floor or grade below and railing walls with a difference in grade level on either side of the wall exceeding 4 ft, and within 2 ft of a walk, path, parking lot or driveway on the high side shall have guards not less than the sides of stairs with a top edge of stairs with a minimum net clear opening of 36" above the floor or grade below shall have guards not less than 34" in height. IRC §R312.
 - Opening limitations: Required guards as described above shall have intermediate balusters that do not allow the passage of a 4" diameter sphere. Required guards shall not be constructed with horizontal rails or other pattern that results in a ladder effect. Exception: Triangular openings formed by the riser, tread and bottom rail of a guard at the open side of a stairway are permitted to be of such a size that a 6" diameter sphere cannot pass through. IRC §R312.2.
- Smoke Alarms.
 - Smoke alarms shall, at a minimum, be placed in the following locations.
 - Each sleeping room.
 - Outside of each separate sleeping area in the immediate vicinity of the bedrooms.
 - On each additional story, in compliance with IRC §R313.2.
 - Interconnection: All smoke alarms in the dwelling shall be interconnected so that activation of one activates all the others. IRC §R313.2.
 - Power source: Smoke alarms shall be hard-wired, with battery backup, IRC §R313.3. Low voltage heat or smoke detector systems require a permit from the Department of Fire and Rescue Services.
 - Automatic sprinkler systems: IRC §R313.3.
- Foundations.
 - Concrete and masonry foundation walls shall comply with IRC §R404.1. Walls shall be capable of supporting lateral load of 40 psf per foot of depth below grade.
 - Foundation concrete shall comply with IRC §R402.2.
 - Height of walls: Concrete and masonry foundation walls shall extend above the finished grade adjacent to the foundation at all points a minimum of 4" where masonry veneer is used and a minimum of 6" elsewhere. IRC §R404.1.6.
 - Wood sill plates: Wood sill plates shall be pressure-preservative-treated. The minimum width shall be the width of the studs of the frame wall directly above. Sill plates shall be anchored to the foundation with anchor bolts or approved straps spaced a maximum of 4'-0" OC, and shall also be located within 12" from the ends of each plate section. Bolts shall be at least 1/2" diameter and shall extend a minimum of 7" into masonry or concrete. IRC §R404.1.6.
- Crawlspace.
 - Crawlspace (or "Under-Floor Space") shall comply with IRC §R408.
 - Ventilation.
 - Minimum net area of ventilation openings shall be not less than 1 square foot per 150 of crawlspace area.
 - One ventilating opening shall be within 3'-0" of each building corner.
 - Access: An access opening at least 18" x 24" shall be provided for the crawlspace. IRC §R408.4.
 - All untreated lumber shall be minimum 16" above finished grade, and shall comply with IRC §R408.4.
- Roofs.
 - Roof loads shall be transmitted to foundation.
 - Roof assemblies shall comply with IRC Chapter 9.
 - Roof ventilation and attic access shall comply with IRC §R806 and §R807.
- Firplaces, flues, and chimneys.
 - Chimneys and fireplaces shall comply with IRC Chapter 10 and Fig. R1003.1. Flue sizes shall be determined in accordance with Fig. R1001.12.2.
 - Clearance to combustible materials.
 - Masonry chimneys located within the exterior walls of the building shall have a minimum air space clearance to combustibles of 2". Chimneys located entirely outside the exterior walls of the building, including chimneys that pass through the soffit or cornice, shall have a minimum air space clearance of 1". The air space shall not be filled, except to provide fireblocking in accordance with IRC §R602.8 and §R1001.15.
 - All wood beams, joists, studs and other combustible material shall have a clearance of not less than 2" from the front faces and sides of masonry fireplaces and not less than 4" from the back faces of masonry fireplaces. IRC §R1003.12.
 - Ventilation: Factory-built or masonry fireplaces shall be equipped with an exterior air supply to assure proper fuel combustion, unless the room is mechanically ventilated and controlled so that the indoor pressure is neutral or positive. IRC Sec. R1005.
- Swimming pools.
 - All residential swimming pools shall comply with IRC Appendix G, and Article 680 of the National Electric Code.
 - Swimming pool areas shall be fenced in compliance with IRC §AG105, as amended by Montgomery County Executive Regulation. The minimum barrier height shall be 5'-0".
- Miscellaneous.
 - Energy efficiency: All dwellings shall comply with IRC Chapter 11, Energy Efficiency. Exception: 1-story additions of 200 sq ft or less.
 - Radon: Radon venting is required and shall be installed per IRC Appendix F (Radon Control Methods).
 - Safety glass: Glass in doors, side lights, tub and shower enclosures, and skylights shall be safety glass. IRC §R308.4.
 - Manufactured parts: All manufactured parts to be installed according to Manufacturers' specifications.

02 Site Work

- Soil.
 - Soil bearing capacity minimum requirement: 2000 PSF UNO.
 - Assumed soil equivalent fluid pressure: 40-PSF UNO.
- Drainage.
 - Lot drainage shall comply with IRC §R401.3.
 - Foundation drainage shall comply with IRC §R405.1.
- Fill.
 - Unless otherwise determined by soil engineer, all fill under paving and slab shall be graded mixtures of sand and gravel, well-compacted by appropriate types of compaction equipment in successive layers not greater than 6" thick, to a density not less than 95% of the maximum density at optimum moisture content determined by ASTM D-698, the standard Proctor method. Fill material shall be free from organic material, trash, muck, concrete, asphalt or other deleterious substances. Prior to placing fill, the existing surface shall be cleared of all refuse or organic materials.
 - Basement wall shall not be backfilled until the first floor framing is in place and the walls have been traced. IRC §R404.1.7.

- Maximum unbalanced fill for foundation walls shall comply with IRC Tables §R404.1.1 (1) through (4).
- 03 Concrete
- Compressive strength of concrete: f'c=3000 PSI, UNO.
 - Concrete footings.
 - All footings shall comply with IRC §R403.
 - All footings shall be carried to a minimum of 12" into undisturbed, original soil or controlled compacted gravel fill.
 - Frost depth: Bottom of exterior footings shall be minimum of 24" below finished exterior grade.
 - Footings shall step when required, at a maximum slope of one unit vertically to two units horizontally. The horizontal distance between steps shall not be less than 16".
 - Utility lines passing under footing shall be protected with concrete cover 6" minimum at sides and bottom of lines and up to bottom of wall or footing structure.
 - Minimum cover of reinforcing steel.
 - Slabs and walls at faces not exposed to weather: 1 1/2"
 - Columns and bottoms and sides of beams: 1 1/2"
 - Bottoms of slabs poured on vapor barrier: 1 1/2"
 - All members exposed to weather or backfill: 1 1/2"
 - Footings and all members placed against earth: 3"
 - Slabs.
 - Concrete slabs-on-grade to be a minimum of 4" thick, reinforced with 6x6-10x10 welded wire fabric, placed over a minimum of 4" gravel, IRC §R506.2.
 - Interior slabs to have 6 mil polyethylene vapor barrier beneath concrete.
 - Miscellaneous.
 - The Contractor is responsible for providing necessary inserts, sleeves, clips and anchors and miscellaneous devices as may be required for construction. Dimensions and locations of these items shall be verified before concrete is placed.

04 Masonry

- Structural masonry construction shall comply with IRC §R606.
- Masonry Veneer.
 - Masonry veneer construction shall comply with IRC §R703.7-8.
 - Weepholes: Maximum weep-hole spacing shall be 36" OC, and minimum diameter shall be 3/16". Weepholes shall be located directly above the flashing. IRC §R703.7.6.
 - Flashing shall comply with IRC §R703.8.
 - Masonry Ties: Corrugated, hot-dipped galvanized, at maximum 16" OC horizontal and 24" OC vertical.
 - Concrete masonry to have a minimum prism strength of 1000 PSI.
 - Masonry mortar to conform to ASTM C270 Type S for foundation walls and Type N elsewhere.

05 Metal

- Structural Steel.
 - Structural Steel to have a minimum yield strength of 36 ksi per ASTM A36.
 - All steel columns: 3" and pipe steel 40 with 4" long cap, UNO.
 - Use only E70XX welding rod.
 - Steel Limits: At masonry openings, provide one angle for each 4" of masonry wall as follows, UNO:
 - Width up to 3'-5": L3 1/2 x 3 1/2 x 1/4 (S16 for exterior)
 - 3'-6" to 5'-11": L4 x 3 1/2 x 5/16
 - 6'-0" to 7'-11": L5 x 3 1/2 x 5/16
 - Greater than 7'-11" Design required.
- Reinforcing Steel.
 - Reinforcing steel to be ASTM A615 Grade 60.
 - Welded wire fabric shall conform to ASTM A185-85. Lap the edges of wire fabric at least one cell width in each direction. All slabs on grade shall have a minimum of one layer of 6x6 = 10x10 welded wire fabric at mid-depth, UNO.
- Flashing.
 - Provide metal flashing at all window heads, horizontal window stops, windowills, at the bottom of all cavity walls and at all other locations recommended by SIA/MCA.
 - See Architectural drawings for additional miscellaneous metal not shown in structural drawings.

06 Wood & Plastic

- Framing.
 - General.
 - Stud Walls.
 - Spacing: Maximum stud spacing shall be 16" OC.
 - Plates: All stud bearing walls to be provided with 2 continuous top plates and one continuous bottom plate. Splices of top plate shall occur over studs. Splices in the top plates shall be staggered a minimum of 4'-0". When the top plate of any load bearing wall is cut more than 50% of its width, a galvanized metal tie must be used in compliance with IRC §R602.8.3.
 - Posts: Structural posts of multiple studs shall be nailed 24" OC both sides.
 - Bracing: Provide horizontal bracing at mid-height of wall, UNO. Stucco walls shall have bracing at each sheathing joint.
 - Headers: All framed openings in bearing walls shall have headers as follows, UNO:
 - 2x6 stud walls: (3)2x6s
 - Holes and notches: Holes bored in single bearing wall studs shall not exceed 40% of stud width. Holes bored in double bearing wall studs shall not exceed 60% of the stud width. No more than two consecutive studs may be doubled and so bored. Notches in bearing wall studs shall not be notched 25% of their width. Holes and notches shall not pierce any stud cross-section. Holes must be at least 5/8" from either stud edge. IRC §R602.6.
 - Fireblocking: Shall comply with IRC §R602.8.
 - Bracing: Shall comply with IRC §R602.10.
 - Perimeter walls.
 - Continuously sheathed w/ 15/32" APA Rated sheathing per IRC §602.10.5 in accordance with method 3 of IRC §602.10.3 or designed with the load in General / Design Loads above.
 - Joist Decks.
 - Blocking: Shall comply with IRC §602.7.1.
 - Openings: Shall comply with IRC §602.10.
 - Holes and notches in nominal dimension lumber:
 - Notching depth in the top or bottom of the joists and beams shall not exceed one-sixth the depth of the members and shall not be located in the middle one-third of the span (including birds-mouth cuts).
 - Notch depth in the top or bottom of the joists and beams shall not exceed 1/4 the depth of the members.
 - The tension side of beams, joists and rafters of four inches or greater nominal thickness shall not be notched, except at the ends of members.
 - Holes bored or cut into joists shall not be closer than 2" to the top or bottom of the joists. The diameter of the hole shall not exceed one-third the depth of the joists.
 - Holes and notches in nominal dimension lumber:
 - Holes and notches shall comply with Manufacturers' specifications.
 - Two layers of sheathing shall be used under all tile and stone floors. Joints shall be staggered.
 - Draftstopping: Shall comply with IRC §R502.12.
 - Fireblocking: Shall comply with IRC §602.13.
 - When the floor framing is less than 36" from the ground, a framing inspection must be requested prior to installing any flooring materials.
 - Roofs.
 - Rafters: 2x10, UNO.
 - Prefabricated roof trusses to be engineered, fabricated, and erected in accordance with IRC §602.10, ANSI/TPI 1, and Manufacturer's specifications.
 - All roof trusses to be further attached to wall top plate with Simpson HI hurricane clips.
 - Use pressure-preservative-treated wood for nailers, blocking, sleepers, plates, grounds, and all framing in contact with exterior masonry walls, concrete, slabs-on-grade, and elsewhere as indicated or required.
 - Materials.
 - Lumber: All lumber shall be No. 2 SPF, shall have the following minimum properties:
 - Bending stress "Fb" = 1000 psi for single member use
 - Bending stress "Fb" = 1150 psi for repetitive member use
 - Horizontal shear "Fv" = 70 psi
 - Compression perpendicular to grain "Fc" = 335 psi
 - Compression parallel to grain "Fcx" = 1300 psi
 - Modulus of elasticity "E" = 1,300,000 psi
 - Laminated Veneer Lumber (LVL) shall have the following minimum properties:
 - Bending stress "Fb" = 2850 psi
 - Horizontal shear "Fv" = 285 psi
 - Modulus of elasticity "E" = 1,900,000 psi
 - Plywood.
 - Bearing grade/brandmark of the American Plywood Association. Span rating as required to suit stud or joist spacing indicated.
 - Wall sheathing: APA rated 1/2" plywood.
 - Floor sheathing: APA rated 3/4" Stud-I-Floor® plywood, glued and nailed to joists.
 - Roof sheathing: APA rated 5/8" plywood.
 - Joist and beam hangers shall be sized and installed per manufacturers' specifications.
 - Execution.
 - All wood blocking, nailers, etc., shall be attached to steel or concrete framing with power actuated fasteners or 3/8" diameter bolts, unless otherwise noted. Fasteners shall be spaced at 24" maximum OC and shall be staggered. Fasteners shall have minimum capacity of 100 pounds in shear and pullout UNO.
- Thermal & Moisture Protection.
 - Run exterior perimeter foundation drains to daylight.
 - Provide rubber membrane (Watergard by Certainteed) under all roofs where slopes are less than 4/12.
 - Exterior foundation walls that retain earth and habitable or usable spaces located below grade shall be waterproofed with a membrane extending from the top of the footing to the finished grade. IRC §F406.2
- Mechanical.
 - Heating, Ventilation, and Air Conditioning (HVAC).
 - HVAC design, equipment, and installation shall comply with IRC Part V - Mechanical.
 - Ventilation.
 - Bedrooms without windows shall be vented to the outside of the building. IRC §R303.3.
 - Clothes dryer exhaust.
 - Clothes dryer exhaust systems shall be independent of all other systems and shall be vented to the exterior of the building. Flexible transition duct connectors shall not be concealed within the walls or ceiling. IRC § M1501.1.
 - The maximum length of a clothes dryer exhaust duct not exceed 25' from the dryer location to the wall or roof termination. The maximum length of the duct shall be reduced 2.5' for each 5-degree bend and 5' for each 90-degree bend. IRC §M1501.3
 - Plumbing: Plumbing design, equipment, and installation shall comply with IRC Part VII - Plumbing.
 - Electrical: Electrical design, equipment, and installation shall comply with IRC Part VIII - Electrical.



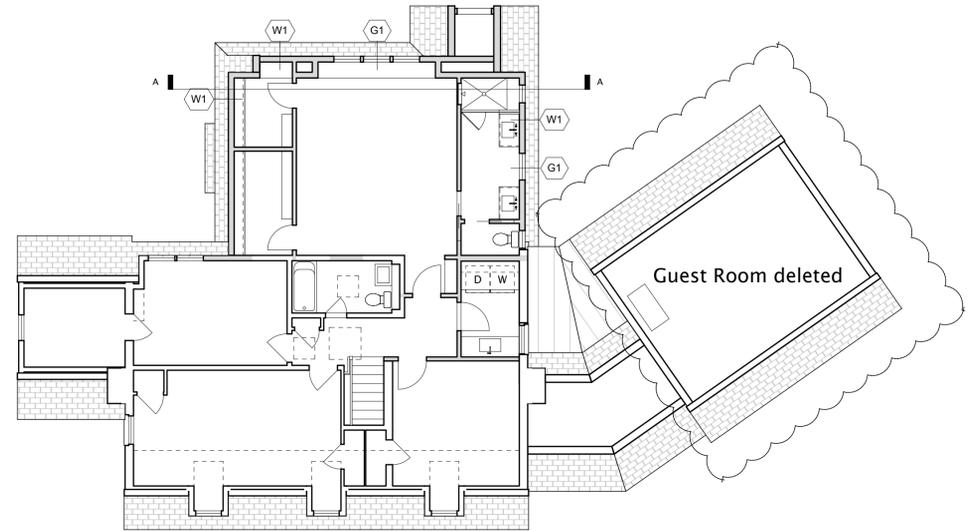
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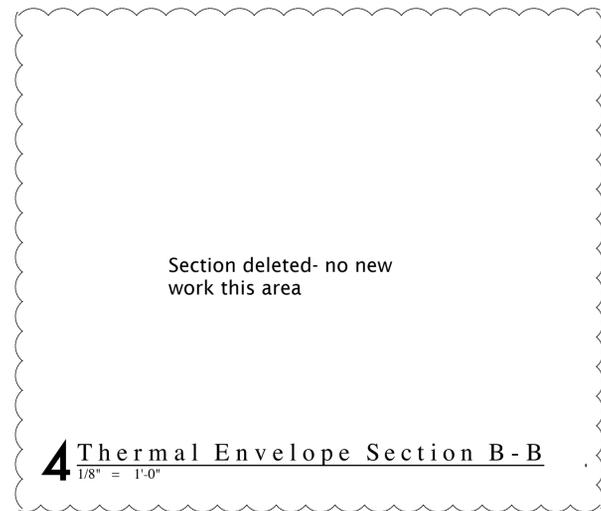
Insulation Key

- W1 2x6 studs w/ 5 1/2" batt insulation: R-21
- W2 Continuous 2" rigid insulation at slab perimeter: R-10
- R1 Roof trusses w/ 7" closed cell spray foam insulation: R-49

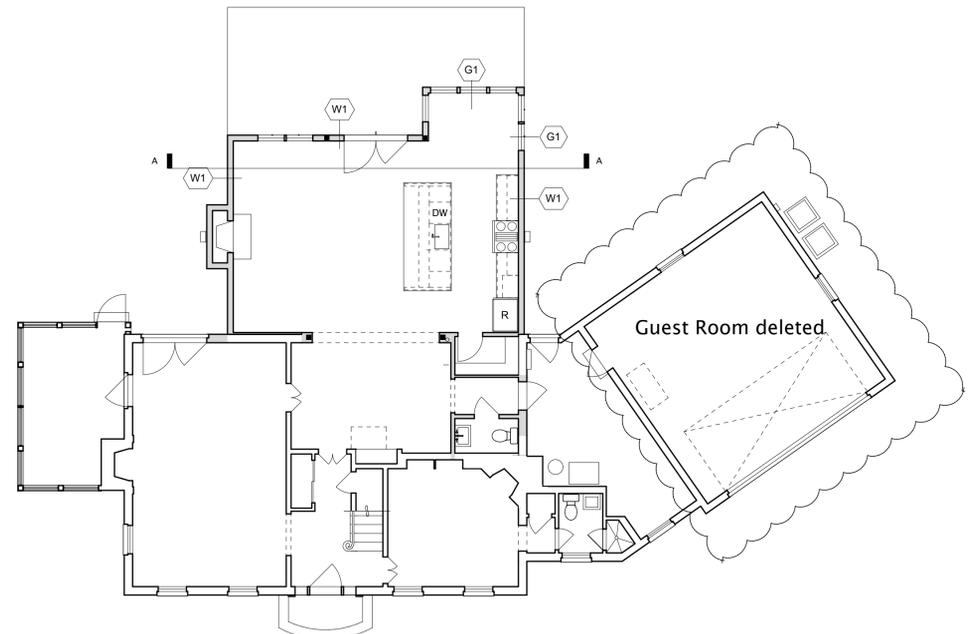
Insulation for Guest Room deleted



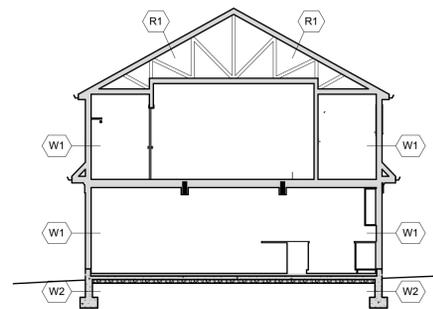
2 2nd Floor Thermal Envelope Plan
 1/8" = 1'-0"



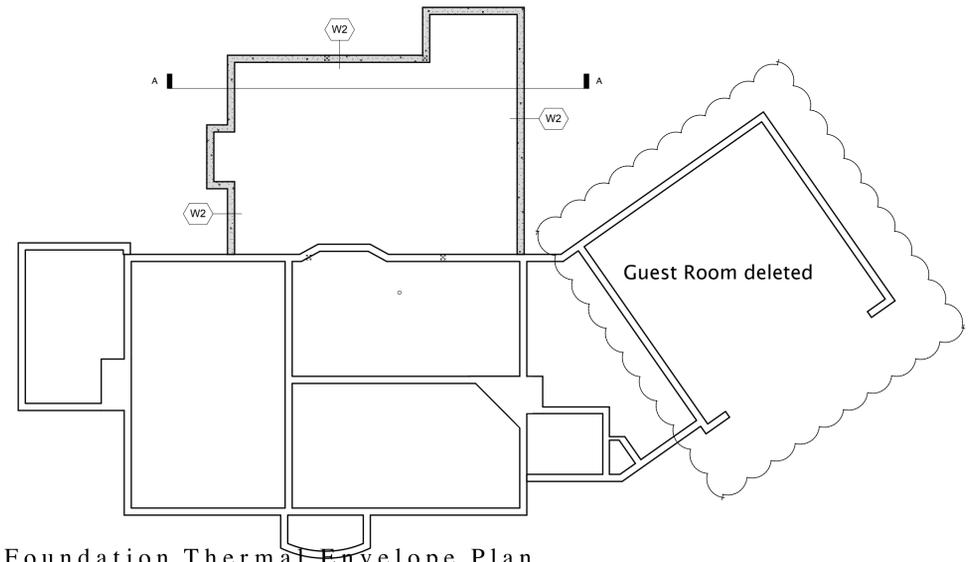
4 Thermal Envelope Section B-B
 1/8" = 1'-0"



1 1st Floor Thermal Envelope Plan
 1/8" = 1'-0"



3 Thermal Envelope Section A-A
 1/8" = 1'-0"



0 Foundation Thermal Envelope Plan
 1/8" = 1'-0"



12 July 2020

Fuggitti Addition

7012 Wells Parkway
 University Park, MD
 20782

12 July 2020

Permit Revision 1

9 May 2020 Permit Set

Thermal Envelope

T3

Agenda item 8B
Trees, Parks and Environment Committee 2019 Annual Report

Committee on Trees, Parks, and Environment Annual Report, 2019

The Committee on Trees, Parks, and Environment (“The Committee”) is instructed by the Town Code, Section 16-102, to assist Council and Mayor with preparation or update of an Annual Town Tree Plan regarding care, preservation, pruning, etc. of trees on public land and right of ways. Below are listed the committee’s regular and annual activities, as well as special initiatives undertaken in 2019, followed by our priority goals for 2020 and metrics for 2019.

Mission and Organization

The Committee’s primary function is to educate University Park residents on the value and benefits that trees, plants, and well-tended environments provide.

In 2019, the Committee was comprised of ten members and Council Liaison Laurie Morrissey (Ward 3). Chris Aubry has served as Chair since 2013.

Since May, 2013, the Committee has conducted regular, monthly meetings on the second Wednesday of each month, 7:00-8:30 PM, typically at Town Hall. All meetings are advertised in the town’s newsletter; the public is encouraged to attend. The January meeting, which serves as the Committee’s planning meeting for the upcoming year, is approximately 2-3 hours in duration. This too is open to the public.

Monthly Activities

- Approximately ten months every year, the Committee sponsors a two-hour activity in which volunteers remove ivy from the trunks of public trees. The event, known as the “Ivy League,” is advertised in the newsletter and via the town’s ListServ. Incentives have been offered for participation.
- Most issues of the newsletter include an article focusing on the care and maintenance of trees or tree advocacy.

Bi-Annual Activities

- The Chair and other members meet with Director of Public Works twice a year, typically in spring and late summer, to strategize logistics for plantings, discuss ways to improve their interactions, and update each other on developments.

Annual/Ongoing Initiatives

- Since 2013, the Committee has selected sites and provided specific recommendations for concentrated plantings of street trees, replacing the previous model of responding to individual homeowners’ requests, in an effort to increase efficiencies in maintenance. This annual initiative is a tri-lateral partnership between the Committee, Public Works, and the volunteer residents.
- The Committee’s Ward Stewards program (launched 2017) assigns members to specific wards to monitor and record trees that are in distress or dead. The reports are consolidated and provided to Director DPW.
- The annual “Foliage Crawl” promotes appreciation of trees – Committee members lead informative walks through town in autumn.
- Committee members are committed to attending UPES’s annual Arbor Day Ceremony.
- The Committee encourages residents to participate in the Annual Stream Cleanup.
- The Committee’s reflector at TreeComm@UPMD.org is utilized by residents to communicate questions, concerns, and suggestions to the Committee.

**Committee on Trees, Parks, and Environment
Annual Report, 2019**

New Initiatives undertaken/achieved in 2019

- In early April, the Committee completed an interactive map of UP's "Notable Trees," trees deemed of interest by residents, then uploaded it to the town's website. Initiated regular maintenance of vegetation in Deakins Cemetery. Coordinated with DPW Director to codify rules of access.
- Intefaced with DPW Director to explore permeable streetscape at the eastern terminus of Queen's Chapel Road.
- Several meetings with the Sustainability Committee and Parks/Public Facilities were organized as the Committee became more formally engaged with the town's efforts to create a unified plan for all of UP's public spaces. Toward this end, the committee also met with representatives from the Neighborhood Design Center and subsequently with Dr. David Rocker, School of Public Policy, UMD, ultimately resulting in a Graduate Thesis on this topic undertaken by Christophe Baumier of the School of Public Policy.
- Committee interacted with Sustainability Committee to coordinate UP-UMD partnership to convert Adelphi Field into a "Pollinator Meadow."
- Committee actively lobbied to annex 42nd Avenue into Henson Green. A formal request was made to two other committees, Mayor, and Chief of Police, and Director DPW. (This aspiration was voted down by Council after presented at a Public Hearing.
- Committee requested that town provide detailed, advance notice of Pepco pruning/removal activities to all town residents.
- Committee resolved to explore the concept of a tree ordinance for University Park. Activities were limited to information gathering.
- Weekly postings to the listserv beginning in September - "University Park is "Treemendous" - helped increase awareness and appreciation of trees.

Specific Goals for 2020

- Advocating for the establishment of a town-wide tree ordinance, culminating in public hearings.
- Continuation of regular programming, i.e. annual tree planting (Sheridan-E/W Connecting Park), monthly Ivy League, newsletter articles, etc.
- Educational Activities, which might include
 - Recruiting a Subject Matter Expert as a guest speaker at a committee meeting.
 - Continued promotion and expansion of Shade Tree Reimbursement Program.
- Building/strengthening alliances with mission-similar entities, including UP's Green Team, Anacostia Watershed Society, , and University of Maryland Extension.
- Continue enhancing inventory of street trees.
- Sustain regular monitoring and reporting of street tree health through Ward Stewards program. Further explore development of an "Adopt a Tree" program where homeowner agrees to refill alligator bag.

**Committee on Trees, Parks, and Environment
Annual Report, 2019**

TPE 2019 SUMMARY OF ACTIVITIES

ACTIVITY	LOCATION	DATE	VOLUNTEERS/ ATTENDEES	2019 HOURS	RESULTS
Survey, Annual Planting	Ward 4	5/19/19	5	13	27 trees selected and sited
Survey. DPW/Contractors	Wards 1 & 2	6/23/19	4	12	55 trees selected
Survey, Ward Stewards	All Wards	By 7/15/19	8	32	Townwide Inventory of distressed/dead trees updated
Annual Tree Planting	Ward 4	10/26/19	19	70	24 trees planted
Ivy League	Throughout UP	2 nd Saturdays	9	54	Removed ivy from ~100+ trees on public land
Pruning	Deakins Cemetery	3/23/19	2	4	Vegetation trimmed, headstone restoration protected
Creation of Interactive Tree Map	Internet	Jan-April 2019	Committee	40	A map of UP's "Notable Trees" was made available to public, linked from town website.
Administration	Desk/Computer	Weekly	1	120	Position papers, research, correspondence, outreach, minutes, agenda, etc.
Foliage Crawl	Ward 6/7/4	11/9/19	10	15	Tree Awareness/Appreciation bolstered
Meeting Attendance	Town Hall	2 nd Wednesdays	10	165	Cohesion, Goal setting, achievement
				517	

HIGHLIGHTS

- **Published Interactive Tree Map, available through Town Website**
- **Over 80 recommendations for locations/trees made.**
- **24 trees planted by committee/volunteers.**
- **55+ additional trees planted by DPW, per committee's input.**
- **A record 14 trees planted with town's Tree Reimbursement funding.**
- **Town-wide inventory of distressed/dead trees updated.**

185 volunteer hours (Exclusive of meetings/administrative hours/educational outreach)

Agenda item 10A
Memo from Public Works Director Mickey Beall re: Adelphi
Meadow

MEMORANDUM

To: Mayor Carey
From: Mickey Beall
Re: Adelphi Meadow- MHAA Pervious Path
Date: July 13, 2020

Issue:

Installation of a 425' pervious asphalt path across the field on Adelphi Rd to provide ADA compliant accessibility and connectivity through the park.

Background:

- The Town has received a Maryland Heritage Area Association (MHAA) matching grant in the amount of \$40,750 (total budget \$81,500) to install a path across the Adelphi Rd. field adjacent to the Meadow, replace the existing path between Beechwood Rd. and the playground and to install a new drinking fountain, benches and signage.
- As of July 16, 2020, the fountain is expected to be installed and operational. The benches have been purchased and the interpretive signage has been approved by MHAA and is in fabrication.
- Two companies in the area have been certified to provide installation services for permeable asphalt. One is our current contractor, NZI Construction, Inc. and the other is Capitol Flexipave. We have received bids from both companies.

Recommendation:

1. **It is recommended that the Town waive the bid process and award the contract to Capitol Flexipave in the amount of \$37,179. Good cause is that only two area companies provide installation services for this product.**

The Town has received two proposals for the installation of the new permeable asphalt path across the Adelphi field as follows:

NZI Construction, Inc	\$36,627.22
Capitol Flexipave	\$37,179.17

Although Capitol Flexipave is not the low bidder for the project, it is recommended they be awarded the contract for two reasons. Capitol Flexipave is

the leader in the industry and has an established reputation of success in installing this product throughout the region while NZI Construction is newly certified and has very limited experience installing permeable asphalt. Secondly, choosing Capitol Flexipave will allow the new path to be constructed concurrently with the rest of the Infrastructure Project, allowing for earlier completion of both the new path and other aspects of the work already under contract.

Summary:

To expedite construction and take advantage of years of experience, it is recommended the Town award the installation contract for the permeable asphalt path across the Adelphi Rd. field to Capitol Flexipave.

Agenda Item 10 B
Transit Task Force Appointments Memo from Mayor Carey



TOWN OF UNIVERSITY PARK

MAYOR
Lenford C. Carey

MEMORANDUM

COMMON COUNCIL
Joel Biermann
Joseph Schultz
Laurie Morrissey
Linda Verrill
David Caskey
Martha Wells
Roland Stephen

To: Council
From: Lenford C. Carey, Mayor
Re: Transit Task Force – Appointments
Date: July 17, 2020

Issue:

To appoint members of the Task Force on Transit.

Background:

- On July 6, 2020 the Council created the Transit Task Force to assess the current bus operation and make recommendations for the future of transit in University Park. The Task Force is charged to address various issues, including:
 1. Conduct a cost/benefit analysis of the program.
 2. Analyze the carbon footprint benefit of transit, and related environmental issues.
 3. Determine program changes that may be necessary when the Purple Line is in service.
 4. Assess the dual focus of the service. Is there a better option for paratransit?
 5. Review financial implications of any suggested changes.
 6. Comply with Maryland Open Meetings and Public Information requirements.

- The Task Force was created as a special committee in compliance with Section 2-103 of the Town Code on Standing Committees.
 - The relevant section states, “Each year by the first regular Council meeting in June, the Council shall appoint members of the Council to one or more of the standing committees, with a designated chair for each committee The Council, or the Mayor, with the consent of the Council, may establish such special and additional committees as appropriate. Appointments to such committees shall be governed by this section.”

Summary:

The Council may appoint members and chairs of special committees.

Recommendation:

Appoint Joe Thompson as Chair and Kelly Hilovsky, Emily Ryan, David Tully, Carol Weese and Emily Alvarez as members of the Transit Task Force, with Town Clerk Andrea Marcavitch as staff liaison and Mayor Len Carey as *ex officio*.

Agenda Item 10C
Memo from Mayor Carey



TOWN OF UNIVERSITY PARK

MAYOR
Lenford C. Carey

MEMORANDUM

COMMON COUNCIL
Joel Biermann
Joseph Schultz
Laurie Morrissey
Linda Verrill
David Caskey
Martha Wells
Roland Stephen

To: Council
From: Lenford C. Carey, Mayor
Re: Rental License Application Fees – authorize waiver in certain cases
Date: July 17, 2020

Issue:

To authorize the Mayor to waive rental license application fees in cases where rent has not been paid and the owner is unable to evict.

Background:

- On May 4, 2020 the Council approved Resolution 2020-R-02 which declared that a State of Emergency exists within the Town and authorized the Mayor to administer the Town’s emergency response and to take certain actions, including:
 - To extend licenses already issued by the Town to a date certain; and
 - To take those additional actions necessitated by the State of Emergency that are consistent with the Governor’s Orders and this Resolution.
- On June 1, 2020 the Council approved Resolution 2020-R-04 which authorized the Mayor to “Require that all rental licenses may be issued or re-issued without an in-person inspection by the Town’s Code Compliance Officer ... provided that the owner or property manager of the rental property inspect the Property for compliance with the requirements listed in the Rental Code Compliance Certification, and certify that compliance upon penalty of perjury.”
- The Mayor has received two requests from rental property owners who have asked for waiver or deferral of fees for rental license applications due to tenants not having paid rent and inability to evict during the public health emergency per Governor Hogan’s Executive Order of March 5, 2020. Additional such requests may be received.
- The Mayor has allowed one waiver of fees and has delayed action on the second to seek Council authorization.
- Waiver of fees is not explicitly authorized by either Council-approved Resolution. Allowing such waivers or deferrals is consistent with the broad language of 2020-R-02, especially in the 5th item, which authorizes the Mayor “to take those additional actions necessitated by the

State of Emergency that are consistent with the Governor’s Orders and this Resolution.” The Governor’s Executive Orders establish the freeze on evictions, and the Resolution (in the second item) authorizes the Mayor “to extend licenses already issued”

- Once it becomes known that a waiver is available, other landlords will want to take advantage of this option. This will have a budgetary effect.

Summary:

The Mayor is authorized simply to extend the licenses. It is better for the health and safety of the tenants, however, to waive fees for re-licensing these rental properties, which allows the required self-inspection to be processed as part of the re-licensing procedure.

Recommendation:

Amend Resolution 2020-R-02 to explicitly authorize the Mayor to also waive fees in cases where rent has not been paid and the owner is unable to evict, so long as the owner or property manager provides supporting documentation and completes the application and self-inspection process.

Agenda Item 10C
Amended Resolution 2020-R-02

AMENDED RESOLUTION
OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF UNIVERSITY PARK
TO DECLARE A STATE OF EMERGENCY, AUTHORIZE THE MAYOR
TO TAKE CERTAIN ACTIONS AND RATIFY PRIOR ACTIONS

WHEREAS, on March 5, 2020, the Honorable Larry J. Hogan, Jr., Governor of Maryland, as a result of the presence of COVID-19, a highly infectious disease, in the State, declared a public health catastrophe, a public emergency, and an immediate danger to public safety in the State of Maryland. On March 23, 2020 Governor Hogan ordered additional action including closure of non-essential businesses, and on March 30, 2020, he ordered all residents to stay at home; and

WHEREAS, due to the Governor's Order, the Mayor closed Town facilities, requiring Town staff to work from home unless necessary to provide essential services. As a result, Town staff are not physically present to access documents and records subject to a Public Information Act request and other public service requests; and

WHEREAS, the issuance of these Orders by the Governor resulted in a State of Emergency existing in the Town beginning on March 5, 2020; and

WHEREAS, the Mayor and Common Council have determined that it is in the public interest, will not endanger the public health, welfare, or safety, and will not will deprive any person of their due process rights, to authorize, adopt, confirm and/or ratify the actions contained in this Resolution.

NOW THEREFORE BE IT RESOLVED by the Mayor and Common Council, in light of the several Orders issued by Governor Hogan responding to the COVID-19 State of Emergency and the Mayor and Council powers under the Town Charter and Code and the Maryland Code, that a State of Emergency exists within the Town and that the Mayor be and he

is hereby authorized to administer the Town's emergency response and to take the following actions:

1. To extend permits already issued by the Town to a date certain determined by the Mayor that is up to thirty (30) days after the Governor's Order has been terminated and the state of emergency and proclamation of the catastrophic health emergency therein stated has been rescinded; and
2. To extend licenses already issued by the Town to a date certain that is up to thirty (30) days after the Governor's Order has been terminated and the state of emergency and proclamation of the catastrophic health emergency therein stated has been rescinded; and
3. To suspend the issuance of new Town permits and licenses to a date certain as determined by the Mayor that is up to thirty (30) days after the Governor's Order has been terminated and the state of emergency and proclamation of the catastrophic health emergency therein stated has been rescinded; and
4. To postpone Mayor and Council's consideration of non-essential administrative matters to a Mayor and Council meeting on a date that is after the Governor's Order has been terminated and the state of emergency and proclamation of the catastrophic health emergency therein stated has been rescinded; ~~and~~
5. TO AUTHORIZE THE MAYOR TO WAIVE LICENSE FEES IN CASES WHERE RENT HAS NOT BEEN PAID AND THE OWNER IS UNABLE TO EVICT DUE TO COVID-19 RESTRICTIONS, SO LONG AS THE OWNER OR PROPERTY MANAGER PROVIDES SUPPORTING DOCUMENTATION AND COMPLETES THE APPLICATION AND SELF-INSPECTION PROCESS; AND
6. To take those additional actions necessitated by the State of Emergency that are consistent with the Governor's Orders and this Resolution.

BE IT FURTHER RESOLVED by the Mayor and Council that the Mayor, after prior consultation with the Council, may waive the competitive contract bidding requirements of the Town Code for those immediate expenditures necessitated by the State of Emergency.

BE IT FURTHER RESOLVED by the Mayor and Council, pursuant to the Governor's Order dated March 12, 2020, to suspend the time limitations imposed by §§4-202, 4-203 and 4-358 of the General Provisions Article, Annotated Code of Maryland, with respect to responding to requests for records submitted under the Maryland Public Information Act, up to thirty (30) days after the Governor's Order has been terminated and the state of emergency and proclamation of the catastrophic health emergency therein stated has been rescinded.

BE IT FURTHER RESOLVED by the Mayor and Council that reasonable public notice of this Resolution shall be provided by posting this Resolution on the Town's website; including this Resolution in an email communication to all residents receiving email notifications from the Town, and all individuals with open public information requests, and by posting of this Resolution at the Town Hall; and further that this Resolution shall take effect the next business day following notification to the Governor of this Resolution.

BE IT FURTHER RESOLVED by the Mayor and Council that the following actions are adopted, confirmed and ratified:

- The Town Hall and administrative offices are closed to the public; however, service delivery will continue to be conducted online or by email or telephone.
- All in person Town Boards, Commissions, and Committee meetings are suspended until further notice. When necessary, meetings and hearings will be conducted by tele/video-conferences, provided that advance notice of said meetings is posted to the Town website so that interested persons may listen/watch the meetings.

- Access to the Town Hall will be restricted only to Town employees, and to non-employees who are supporting the Town's emergency operations during a declared state of emergency.
- All Town sponsored community meetings, and community-related activities, are suspended at all Town facilities until further notice.

ADOPTED by the Mayor and Common Council at a regular meeting on the ____ day of May, 2020.

EFFECTIVE the next business day following notification to the Governor of this Resolution.

WITNESS

MAYOR AND COMMON COUNCIL
TOWN OF UNIVERSITY PARK

Lenford C. Carey, Mayor

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

Suellen M. Ferguson, Town Attorney

Agenda 10D
VeoRide Agreement - Bikeshare

AMENDED MOBILITY SHARE AGREEMENT – PILOT PROGRAM

This Amended Mobility Share Agreement, including all Schedules, Exhibits, and Attachments hereto (this “Amended Agreement”), effective August 1, 2020 (the “Effective Date”), is hereby entered into by and between the **City of College Park (“City”)**, 4500 Knox Road, College Park, MD 20740, and **VeoRide, Inc. (“Veo”, and referred to as VeoRide” in the Mobility Share Agreement – Pilot Program,)**, located at 11 East Adams Street, Suite 902, Chicago, IL 60603, sometimes referred to individually herein as a Party and collectively as the Parties.

WHEREAS, the City, the Town of University Park (the “Town”), and the University of Maryland, College Park (“UMD”) sought to provide for a mobility share system (“System”) within their respective jurisdictions that would provide pedal bicycles, electric bicycles, and electric scooters for their residents and visitors; and

WHEREAS, the City, the Town, and UMD determined to authorize a one-year pilot program (the “Pilot Program”) for the System within their respective jurisdictions for the provision of such a System; and

WHEREAS, the City, the Town, and UMD selected VeoRide to provide the System in their respective jurisdictions for the one-year Pilot Program; and

WHEREAS, VeoRide agreed to provide the System for the one-year Pilot Program under the terms and conditions that are contained in a Mobility Share Agreement - Pilot Program (“Agreement”) and in similar agreements with the Town and UMD; and

WHEREAS, VeoRide, in coordination with the City, the Town and UMD, created the System generally as agreed in the Agreement; and

WHEREAS, due to the COVID-19 pandemic and the resulting Orders of the Governor of Maryland in March, 2020 and thereafter, UMD required all students to vacate the campus, and eventually canceled on-campus participation in classes and athletics through the end of the 2019-2020 academic year and businesses in the City were also required to close, with residents required to stay at home; and

WHEREAS, as a result of the closure of UMD, and of the businesses in the City, and the stay at home orders of the Governor, the use of the System was severely reduced, and it was not possible to complete the Pilot Program; and

WHEREAS, due to the non-completion of the Pilot Program, the Parties and the Town and UMD have decided to extend the Program for one year, to and until August 1, 2021; and

WHEREAS, based on the experience to date with the System, the Parties also wish to make certain amendments to the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Veo Mobility Vehicles; Veo Services; Relationship of the Parties.

A. Veo Mobility Vehicles and Services. Subject to the terms and conditions of this Amended Agreement, (i) Veo agrees to provide to City the Veo Mobility Vehicles, Designated Parking Hubs (“Hubs”) and Suggested Parking Zones (“Zones”), and Services (as defined and set forth in Exhibits A and B to this Agreement) and (ii) City agrees to authorize the Veo Mobility Vehicles, Hubs, Zones, and Services, for an extended Pilot Program within the City’s municipal boundary and in defined nodes in the Discovery District, and Riverdale Park Station. The Service Area and Hubs are represented in Exhibit B to this Agreement. The maintenance requirements for the System to be performed by Veo are set forth in Exhibit C to this Agreement. The Mobility Vehicle Fleet Specifications are set forth in Exhibit D to this Agreement.

B. Additional Services. In addition to the Veo Mobility Vehicles, Services, Hubs and Suggested Parking Zones to be provided in accordance with this Amended Agreement and Exhibits, to the extent that the City and Veo may mutually agree, Veo shall provide additional vehicles, Hubs, Zones, or Services to the City (“Additional Services”). The scope of any such Additional Services, as well as any terms and conditions applicable to such Additional Services, shall be mutually agreed by

City and Veo and shall be reflected in amendments or additions to this Amended Agreement. It is understood and agreed that any decision by the City to procure any such Additional Services shall be made in its sole discretion.

C. Relationship. The relationship of the Parties to this Amended Agreement is solely that of independent contractors. Neither Party shall have any authority to contract with third parties on behalf of the other Party or to expressly or impliedly represent that it has any such authority, to any person. All individuals employed by Veo who provide personal services to City are not public employees.

D. Effective Date. The Effective Date for this Amendment is August 1, 2020. The Parties recognize that the City, the Town, and UMD are working in concert to create the System, and that Locations will be situated on Town property, UMD property, and on City public property or private property for which the City has obtained consent. Rights and obligations with respect to the System, as provided herein, are to be shared by the City, Town, and UMD. This Amended Agreement will not take effect unless and until Veo reaches Amended Agreement with the City, UMD and the Town for provision of Veo Mobility Vehicles, Hubs, Zones and Services.

a. Meetings. Regular periodic meetings to assess performance, review data, and operations experience and to plan activities and fleet changes shall be held as agreed by the Parties.

b. Pilot Program; License. This Amended Agreement is entered into as part of a one-year Pilot Program adopted by the City, Town, and UMD. The one-year term (the "Term") shall begin on the date of the Official Launch of the System, as provided in Section 9 of the Amended Agreement. The City hereby grants to Veo a limited, revocable, non-exclusive license, during the Term, to utilize the public rights-of-way located within the City's geographic boundaries, in their "AS IS, WHERE IS" condition, in order to provide Services for the benefit of the City and System users. The term right-of-way (hereafter "ROW") refers to sidewalks, roads, bike lanes, and other pathways that are owned, controlled, or maintained by the City. This license and authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in any City property.

D. Fees. The Fees will be set by Veo with consent of the City. Once the Pilot Program ends, Veo will solely determine the fee schedule for any user fees and membership fees applicable to the use of the System by riders. Veo will solely have the right to collect and retain rider user and membership fees in full. Additionally, Veo is solely responsible for paying all necessary licensing, permitting, or registration fees that may be necessary to comply with City ordinances or other laws and regulations. In no event will Veo charge the City for Vehicles, Hubs, Zones or Services under this Amended Agreement, except as specifically provided herein.

E. Insurance.

A. General Requirements:

1. All insurance required to protect Veo, the City, Town, and UMD from liability and all insurance required in accordance with applicable laws and regulations is addressed herein.
2. The amount(s) of insurance coverage specified herein shall be the minimum amount(s) of insurance available to satisfy claims. Veo and its subcontractors (as applicable) shall purchase and maintain such insurance with limits of liability as specified herein; or as required by law; whichever is greater.
3. A policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.
4. All insurance required shall be purchased and maintained with a company or companies lawfully authorized to do business in the State of Maryland and shall name the City of College Park, the Town of University Park and the University of Maryland, College Park as "Additional Insureds". Insurance companies providing coverage herein shall have an AM Best rating of not less than A-VII or better.
5. Veo shall be responsible for the maintenance of this insurance, whether the work is performed directly by Veo; by any subcontractor; by any person employed by Veo or any subcontractor; or by anyone for whose acts Veo may be liable.
6. All required insurance policies shall be endorsed to provide thirty (30) days (ten (10) days if cancelled due to non-payment) prior written notice by certified mail of any material change, cancellation or non-renewal to:

University of Maryland, College Park
Department of Procurement and Strategic Sourcing
2113-R Chesapeake Building
College Park, MD 20742

City of College Park
Finance Department
4500 Knox Rd
College Park, MD 20740

Town of University Park
6724 Baltimore Avenue
University Park, MD 20782

7. Proof of the required insurance and endorsements shall be made by submission to the City, Town, and UMD. Prior to commencement of the work, Veo shall name the City, Town, and UMD as additional insured on said policies of insurance, except for Workers Compensation, and shall provide Certificates of Insurance and additional insured endorsements before starting work under this Amended Agreement. Certificates of insurance and endorsements satisfactory to the City, Town, and UMD shall be submitted. Veo shall promptly furnish copies of required policies upon receipt of a request from the City, Town, or UMD.

8. All required coverage shall be for the Term of this Amended Agreement.

9. Veo shall defend, indemnify and save harmless the City of College Park, the Town of University Park, the University System of Maryland, and the University of Maryland, College Park and their respective officers, employees and agents from any and all claims, liability, losses and causes of action which may arise out of the performance by the Veo, its' employees, subcontractors or agents, of the work covered by this contract.

B. Coverage Required:

1. Insurance coverage shall include:

a. General Liability: Coverage for general liability claims arising from operations of Veo, subcontractors and suppliers with such coverage, including, but not limited to: personal injury, completed operations ISO CG 20 10 and CG 20 37 or its equivalents. Waiver of Subrogation in favor of the City, Town, and UMD is required. The minimum limits of such coverage shall be:

- i. \$2,000,000 Per Occurrence Limit
- ii. \$4,000,000 General Aggregate Limit
- iii. \$4,000,000 Products/Completed Operations Limit

No exclusion for third party action over claims.

No exclusion for punitive damages.

b. Automobile Liability: Coverage for third party legal liability claims arising from bodily injury and/or damage to the property of others from the ownership, maintenance or use of any motor vehicle, both on-site and off-site. Coverage shall include all owned, hired and non-owned vehicles for claims arising out of their use or operation. Waiver of Subrogation in favor of the City, Town and UMD is required. The minimum limits of such coverage be:

- i. \$1,000,000 Combined Single Limit
- ii. Workers' Compensation: Coverage for claims arising from Workers' Compensation statutes or other Employers Liability or third-party legal liability claims arising from bodily injury, disease, or death of Veo's employees. Veo shall provide Workers' Compensation coverage for all employees and require their subcontractors to provide Workers' Compensation in accordance with statutory requirements of the jurisdiction in which the work is being performed. Waiver of Subrogation in favor of the City, Town and UMD is required for Part B: Employers Liability. The minimum limits of such coverage shall be:
 - a) Part A: Statutory
 - b) Part B: Employers Liability

- * \$1,000,000 Each Accident
- * \$1,000,000 Disease, Each Employee
- * \$1,000,000 Disease, Policy Limit

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

4. Publicity; Use of Marks.

A. Except as required by law or regulation, including the Maryland Public Information Act, Maryland Code Annotated, General Provisions, Title 4, as amended from time to time, no Party shall issue a press release or make a public announcement related to the subject matter of this Amended Agreement without the prior consent of the other Party, which shall not be unreasonably withheld. Unless otherwise expressly permitted in this Amended Agreement, neither Party shall use the other Party's name, logos, trademarks, service marks, or trade names ("Marks") for any reason or in any manner, other than in connection with statements and public relations relating to this Amended Agreement, without the other party's prior written consent. With respect to the use of UMD's Marks, such written consent must be provided by UMD's Office of Strategic Communications.

B. Each Party consenting to use of its Marks hereunder shall remain the sole and exclusive owner of and retain all right, title and interest in and to its Marks and the goodwill associated therewith. Nothing contained in this Amended Agreement shall be construed as conferring upon any Party, by implication, operation of law, or otherwise, any other rights. Upon termination of this Amended Agreement, any use of the other Party's Marks shall immediately cease.

5. Indemnification.

Notwithstanding the limitations on liability below and any other provision in this Amended Agreement, Veo agrees to defend, indemnify and hold harmless City, its officers, officials, employees, agents, contractors, and consultants from and against any third party claims (including reasonable attorneys' fees) brought against City (collectively, "Claims"), and shall pay all damages finally awarded by a court of competent jurisdiction or agreed to by Veo in settlement, arising from: (i) the negligence or willful act or omission of Veo, its employees and/or contractors in connection with the provision of the Veo Mobility Vehicles and Services as defined in the Amended Agreement, and/or (ii) infringement by the Veo Software or Veo Marks of a third party's intellectual property rights. Veo's obligations to indemnify City are subject to City providing Veo with reasonable assistance in the defense and settlement of any Claims at Veo's sole expense. City may engage its own counsel to participate in the defense and settlement of any third-party claims. Veo's indemnification obligations in (ii) above shall not apply if (a) the Software or Veo Marks are modified or combined with any third party materials, hardware or software, to the extent the infringement would not have arisen but for such modification or combination by City or its contractors, (b) use of the Software or Veo Marks is not in accordance with this Amended Agreement and any instructions provided by Veo to City in writing, or (c) the infringement arises due to Veo's compliance with City's specifications or designs. This Section states Veo's sole liability and City's sole remedy for any infringement of intellectual property rights.

Veo shall include in the User Agreement a provision to hold the City harmless for any and all damages due to a negligent or willful act or omission of a member or user.

6. Warranties; Disclaimer of Warranties.

- A. Each Party represents that: (i) this Amended Agreement has been duly approved by all necessary action of such Party; (ii) it has full power and authority to enter into and execute this Amended Agreement; (iii) this Amended Agreement is valid, binding, and enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Amended Agreement does not result in a violation or breach of and does not contravene, violate, or conflict with any provision of applicable law, regulations, or obligations to which it is a party.
- B. Veo warrants that the Veo Mobility Vehicles will be free from defects in materials and workmanship for one year from the date of delivery of the Veo Mobility Vehicles to a Location. As the City's sole and exclusive remedy for a breach of the foregoing warranty, Veo will repair or replace the Veo Mobility Vehicles.
- C. Veo represents and warrants that during the Term of this Amended Agreement all services performed by Veo will be

performed in all material respects in accordance with this Amended Agreement and Exhibits and in a good and workmanlike manner consistent with industry practices. As City's sole remedy for a breach of the foregoing warranty, Veo shall promptly re-perform the nonconforming service such that the service conforms to the foregoing warranty, or, if Veo is unable to re-perform the nonconforming service within a commercially reasonable period of time from receipt of City's written notice, Veo will refund the proportionate amount paid by City for such nonconforming service.

D. EXCEPT AS SET FORTH IN THIS SECTION 6, TO THE MAXIMUM EXTENT PERMITTED BY LAW, VEO MAKES NO WARRANTIES WITH RESPECT TO THE VEO SERVICE OR THE SUBJECT MATTER OF THIS AMENDED AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY AND VEO EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

E. The Parties acknowledge that the provisions of this Section are not intended to limit Veo's liability for negligence or for willful misconduct.

7. **Limitation of Liability.** EACH PARTY SHALL BE LIABLE FOR ITS OWN NEGLIGENCE IN ACCORDANCE WITH APPLICABLE LAW. HOWEVER, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL CONTRACT DAMAGES ARISING OUT OF THIS AMENDED AGREEMENT, INCLUDING LOST PROFITS, LOSS OF DATA OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. THE PARTIES ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION REPRESENT A REASONABLE ALLOCATION OF RISK THAT IS REFLECTED IN THIS AMENDED AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY IS NOT INTENDED TO LIMIT EITHER PARTY'S LIABILITY FOR NEGLIGENCE OR WILLFUL MISCONDUCT, HOWEVER THE CITY'S LIABILITY SHALL BE GOVERNED EXCLUSIVELY IN ACCORDANCE WITH MARYLAND ANNOTATED CODE, COURTS AND JUDICIAL PROCEEDINGS ARTICLE, TITLE 5, AS AMENDED FROM TIME TO TIME.

8. **Confidentiality; Suggestions.**

A. Each Party acknowledges that during the Term of this Amended Agreement the other Party may disclose information, whether orally, visually, or in tangible form, that is proprietary and confidential to the disclosing Party and is marked as proprietary or confidential (hereafter, "Confidential Information") and that the unauthorized disclosure of Confidential Information may cause irreparable harm to the disclosing Party. Except as required by applicable law, each Party shall only use Confidential Information to perform its obligations hereunder and shall take all reasonable measures to safeguard and prevent the unauthorized disclosure of Confidential Information, but no less than the measures it takes to safeguard its own Confidential Information, including without limitation disclosing Confidential Information only to those of its employees with a need to know such information to perform their obligations hereunder and which have been advised of the confidential nature of the information and have agreed to protect Confidential Information to the same extent.

The Parties acknowledge that it may be impossible to measure the damages that would be suffered by one Party if the other Party fails to comply with the provisions of this Section 8 and that in the event of any such failure, such Party may not have an adequate remedy at law and may, therefore, be entitled, in addition to any other rights and remedies, to seek specific performance of the receiving Party's obligations and to seek immediate injunctive relief with respect thereto.

B. Notwithstanding the foregoing, Veo acknowledges and agrees that City has a statutory obligation to provide all public records upon request, unless such records are specifically exempted from disclosure. In the event that City receives a request to disclose Veo's Confidential Information as part of an open records request, City shall promptly notify Veo. The City may disclose Veo's confidential information to the extent required by the Maryland Public Information Act, General Provisions, Title 4, as amended from time to time, or as required by other applicable law. Veo shall mark any information that it wishes to remain "confidential" or "proprietary" before providing the information to the City. In the event that, pursuant to the Maryland Public Information Act or other process, the City receives a request for information that has been so marked by Veo, and the City agrees that the information may be exempt from disclosure under Maryland law, then the City will not disclose the information and will notify the Veo of the request. Veo shall be solely responsible for protection of its own Confidential Information from disclosure pursuant to (and if subject to) the Maryland Public Information Act or other similar applicable public disclosure law. City agrees to provide assistance as reasonably

requested by Veo in support of Veo's efforts, and to keep Veo advised as to the status of any such public records requests. Each Party shall be responsible for any expenses it incurs in an effort to limit or prevent the disclosure of its Confidential Information.

- C. City may, from time to time, provide suggestions, techniques, know-how, comments, feedback, or other input to Veo with respect to the Veo Services (collectively, "Suggestions"). Both Parties agree that each Suggestion is and shall be given entirely voluntarily. Each Suggestion, even if designated as confidential by City shall not, absent a signed, written agreement with Veo, create an obligation of confidentiality for Veo. City hereby assigns all right, title, and interest in and to Suggestions to Veo including without limitation all intellectual property rights therein, and shall at Veo's sole expense take all actions reasonably requested by Veo to effect such assignment.

9. Term; Dates of Work; Termination.

- A. Term. The Term of this Amended Agreement shall commence on the Effective Date and, unless terminated earlier in accordance herewith, shall continue for a period of one (1) year from the Effective Date as a Pilot Program.

- B. Termination.

- (i) This Amended Agreement may be terminated at any time by mutual written agreement of the Parties.
- (ii) If either Party breaches this Amended Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of that breach from the non-breaching Party (setting forth in detail the nature of the breach), then the non-breaching Party has the option of terminating this Amended Agreement effective as of the end of that period.
- (iii) This Amended Agreement shall be immediately and automatically terminated by operation of law, without any further notice or action by a Party, in the event that a Party: (1) becomes subject to voluntary or involuntary bankruptcy, insolvency, receivership, conservatorship or like proceeding pursuant to applicable laws; or (2) ceases to conduct its normal and customary business operations.
- (iv) No termination for cause shall be deemed a waiver of any claim for damages by the terminating Party. A non-breaching Party shall have any and all remedies available to the non-breaching Party at law or in equity in the event of a breach, notwithstanding the termination of this Amended Agreement.
- (v) The performance of work under this Amended Agreement may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest.

- C. Effect of Termination. Upon the termination of this Amended Agreement, each Party shall promptly destroy or, on the other Party's request, return all of the other Party's Confidential Information, including all copies thereof, except to the extent that secure preservation is required by their respective records retention policies or standards.

- D. Survival. Sections 5 (Indemnification), 6 (Warranties; Disclaimer of Warranties), 7 (Limitation of Liability), 8 (Confidentiality; Suggestions), 12 (Other Payments; Expenses; Taxes) and 18 (Miscellaneous) of this Amended Agreement shall survive any termination or expiration of this Amended Agreement. Termination or expiration of this Amended Agreement shall not affect any rights that any Party may have with respect to any breach of this Amended Agreement occurring prior to or following such termination.

10. Third Party Vendors. If Veo retains a third-party vendor to perform any of its obligations under this Amended Agreement, Veo shall remain responsible for ensuring that its obligations are performed and satisfied. Any actions taken by a third party vendor as a result of, or arising, directly or indirectly, from or in connection with this Amended Agreement shall be deemed to have been taken by Veo and Veo shall be responsible to City for all such actions (or inactions).

11. System, Network and Data Security. Veo agrees at all times to maintain commercially reasonable network security that complies with applicable federal and state privacy and data protection laws, as well as all other applicable regulations.

Commented [A1]: Are there any other timelines that should be set here

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

It is expressly understood and acknowledged by the Parties hereto that fees, if any, payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The Parties hereto further recognize that Veo, as an independent contractor of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Veo is deemed not to be an independent contractor by any local, state, or federal governmental agency, Veo agrees to indemnify and hold harmless the City for any and all fees, costs, and expenses, including, but not limited to, attorneys' fees incurred thereby. The City is a non-taxable entity.

13. Materials and Standards of Work. All work performed, and material provided, pursuant to this contract shall be in conformance with standards adopted by the State of Maryland and Prince George's County and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by Veo at Veo's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of Veo.

14. Accurate Information. Veo certifies that all information provided in response to requests for information is to Veo's knowledge true and correct. Any false or misleading information is grounds for the City to reject the bid and to terminate this Amended Agreement with ten days' notice to Veo.

15. Periodic and Final Inspection The City will make periodic inspections of the Veo Mobility Vehicles through the Project Manager or other City representative.

16. Restoration of Property. Upon any termination or expiration of this Amended Agreement, Veo will, at its own expense, repair any property damage at the Hubs and Zones, reasonable wear and tear excepted, caused by Veo.

17. Contract Documents. The following enumerated documents inform the agreement between the Parties and are fully a part of this Amended Agreement as if attached hereto:

Veo Proposal dated May 17, 2019
Certificate of Insurance and additional insured endorsement
Exhibit A Veo Mobility Vehicles, Locations and Services
Exhibit B **Veo Service Area & Designated Hubs**

Attachment B Service Area Map ??
Exhibit C Maintenance Requirements
Exhibit D Mobility Vehicle Fleet Specifications

In the event of inconsistency among the documents comprising this Amended Agreement, precedence shall be given to this Amended Agreement.

18. Miscellaneous.

- A. Entire Agreement; Priority; Amendment. This Amended Agreement, including all of the recitals and Exhibits hereto, set forth the entire understanding between the Parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings, oral and written, between the Parties with respect to the subject matter hereof. Additional or different terms in any purchase order or similar document shall not modify or add to the terms of this Amended Agreement, unless mutually agreed in writing by the Parties. This Amended Agreement may be modified or amended only by a written agreement between the Parties. Any modification or amendment shall not

require additional consideration to be effective.

- B. Non-Waiver. No term or provision of this Amended Agreement shall be deemed waived and no breach excused, unless the waiver or consent is in writing and signed by the Party against whom it is asserted. Any consent by any Party to, or waiver of, a breach of the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach of this Amended Agreement by such Party.
- C. Assignment; Binding Effect. This Amended Agreement and the rights granted under it may not be assigned or transferred by either Party without the prior written consent of the other Party; provided, however, either Party will have the right to assign this Amended Agreement to its successor in the event of a merger, acquisition, or other consolidation, including without limitation the sale of all or substantially all of its assets or stock or business to which this Amended Agreement relates. This Amended Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties to this Amended Agreement and their successors and permitted assigns.
- D. Severability. In the event that any provision of this Amended Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be deemed modified to the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the Parties and the remaining terms and conditions of this Amended Agreement shall remain in full force and effect.
- E. Governing Law; Venue. This Amended Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to conflicts of law provisions thereof. The Parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Prince George's County, MD, and consent to the exclusive jurisdiction of such courts.
- F. Headings. The paragraph headings contained in this Amended Agreement are for convenience only and are not intended to be used nor may they be used in the interpretation of this Amended Agreement.
- G. Construction. The Parties acknowledge that this Amended Agreement is the result of careful negotiations between the Parties and thus any principle of construction or rule of law that provides an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Amended Agreement.
- H. Force Majeure. For purposes of this Agreement, "Force Majeure" includes but is not limited to acts of God, labor conflicts, acts of war or civil disruption, governmental regulations imposed after the fact, public utility outage failures, industry wide shortages of labor or material, or natural disasters that interfere with either Party's ability to perform its obligations under this Agreement when due. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond its control during the continuance of such Force Majeure. The applicable Party shall, however, use reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations under this Agreement.

The Parties have taken into account that a state of emergency exists in Maryland due to the COVID-19 pandemic and that the System may continue to be impacted. The actual number of days of delay will be added to the schedule as an equitable adjustment in the event of delays to the contract schedule resulting solely from the effects of the COVID-19 pandemic. Veo has considered the costs that may be incurred due to the need for social distancing, cleaning of mobility vehicles and personal protective equipment. When the scope of work requires that Veo meet or work with City staff and others, the Amended Agreement includes meeting or working in person, or remotely, as is deemed appropriate in the circumstances.

- I. Legal Fees The prevailing Party in any legal or equitable proceeding arising out of the Agreement will be additionally entitled to recover court costs, reasonable attorneys' fees, and other legal expense from the non-prevailing Party.
- J. Privacy. Veo shall provide a copy of its user agreements and privacy policies with the rider application. **Veo** must provide notice to the City regarding any changes to their terms of service, user agreements, or privacy policies throughout the duration of the pilot. Relevant portions of Veo's user agreement or terms of service must be consistent with the provisions of this Agreement, the City of College Park Code of Ordinances, Maryland State Law, and applicable federal law. Changes to Veo's user agreement or terms of service inconsistent with the provisions of this Agreement, the City of College Park Code of Ordinances, Maryland State Law, or applicable federal law may be

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grounds for termination from participation in this pilot.

- K. Notices. Except as otherwise provided in this Amended Agreement, all notices, requests and demands, and other communications required or permitted under this Amended Agreement shall be in writing and sent to the addresses noted below or to such changes of address of which one Party notifies the other in accordance with this provision. A notice shall be deemed effective: (i) upon delivery, if delivered personally by hand to a Party; (ii) one (1) business day after deposit, if delivered to a nationally recognized courier service offering guaranteed overnight delivery; or (iii) five (5) business days after having been deposited in the United States mail, certified mail, postage prepaid, return receipt requested.

If to City:

City Manager
City of College Park
4500 Knox Road
College Park, MD 20740

With a copy to:

Suellen M. Ferguson Council Baradel
125 West Street, 4th Floor
Annapolis, MD 21404

If to Veo:

Veoride, Inc.
11 East Adams Street
Suite 902
Chicago, IL 60603

- L. Counterparts. This Agreement may be executed in one or more counterparts, each counterpart of which will be deemed to be an original and which together will constitute one and the same instrument. The signature of any of the Parties may be evidenced by an electronic signature or a facsimile copy of this Agreement bearing such signature, and such signature will be valid and binding as if an original executed copy of the Agreement has been delivered. The Parties accept electronic delivery of the executed Agreement.

[Signature page to follow]

In Witness Whereof, a duly authorized representative of each Party has executed this Agreement as of the date set forth below.

Witness

By: _____

VeoRide, Inc.

By: _____

Name: Bowen Candice Xi

Title: CEO

Date: _____, 2019

Witness

Janeen S. Miller, CMC, City Clerk

City of College Park

By: _____

Printed Name: Scott Somers

Title: City Manager

Date: _____, 2019

Exhibit A - Veo Vehicles, Locations and Services
Pilot Extension: August 2020 - August 2021

I. COVID-19 Standards

- A. In response to the coronavirus pandemic, public transportation operators including shared mobility providers servicing Prince George’s County are called to take additional measures to ensure the safety of employees and riders. Until agreed upon by all parties, the Veo team operating in the defined service area will follow guidance provided by the CDC to ensure the health and safety of employees and riders. Veo will also apply Best Practices known to the market or parties and will coordinate with the Parties to agree upon additional strategies
1. Vehicle Sanitation – each vehicle in service will be sanitized at least once a day.
 2. Operator/Staff – All operation staff handling vehicles will wear appropriate coverings as directed by the CDC (ex. face coverings, gloves, etc.). As directed by the CDC, staff will maintain effective 6-foot distancing throughout operations activity.
 3. Communications to Users – Veo will communicate health guidance to all riders via their website, email, mobile application push notifications when riders unlock a vehicle, encouraging users to wipe down handlebars and use sanitizers before and after use.
 4. Additional strategies – Veo and the parties will discuss and apply additional strategies from the CDC guidelines, state, or other best practices to support local public health needs.

II. Service Area

- A. Veo will provide service for the College Park municipal boundaries and defined nodes in the Discovery District, UMD, Town of University Park, and Riverdale Park station. See Exhibit B for Service boundaries. Additional Locations agreed by the Parties may be added to the Service Area and shall be serviced by Veo. The Service Area may also be expanded by agreement of the Parties.

III. Operating – Veo Responsibilities

- A. **Fleet Size & Distribution:** For the Summer/Fall 2020 launch, Veo will provide a minimum fleet size of 100 electric bikes and 150 electric scooters for use in the System (the “Veo Mobility Vehicles”), distributed equitably around the Service Area. Distribution of Veo Mobility Vehicles will be designed to satisfy demand levels at each Location. The parties will coordinate distribution based on system data. Changes in fleet size are subject to the consent of the Parties.
- B. **Hours:** The Veo fleet will be operable between 5 a.m. and 9:00 p.m. on UMD campus at the beginning of the pilot period. Hours of operation will be evaluated after the Official Launch as the program goes forward and provides more data and may be adjusted by parties to meet local safety needs.
- C. **Electric Scooter Speed Limit:** Electric scooters will not exceed 15 mph. The speed limit will be controlled by Veo technology on each scooter.

- D. **Use in Rights-of-Way:** Electric scooters, pedal bikes and electric bikes may be used only on roadways, and on trails owned or controlled by the Maryland-National Capital Park and Planning Commission if authorized.
1. **Designated Parking Hubs:** Defined as “Marked and geo-fenced areas that are designated for 1) Veo daily fleet rebalancing 2) Veo rider parking.
 2. **Suggested Parking Zones:** Area designated both on the ground through markings and signage as well as geo-fenced in the Veo App as an appropriate rider parking location for shared devices. May be rebalanced to, but less regularly and predictably than Designated Hubs.
 3. Parties will install and maintain designated parking hubs and suggested parking zones. Veo will geo-fence all hubs and parking zones in the mobile application and website.
 4. The City, Town, UMD and Veo will coordinate for siting and installing additional Parking Zones or Designated Parking Hubs.
- E. **No Ride Zones:** None at present but the parties retain the right to designate no ride zones based on experience.
- F. **No Parking Zones:** None at present. However, the City, Town, and UMD all require parking of bicycles and scooters at bike racks, suggested parking zones or designated hubs. Parking in UMD buildings, lobbies, stairwells or rooms is prohibited. The parties retains the right to designate no parking zones based on experience. This includes all bikes and scooters. UMD, the Town, and the City may adopt different parking requirements as each deems necessary.
- G. **Geo-fencing:** Veo will provide the geofencing technology to encompass the Service Area. Geo-fencing will also be provided for the designated parking hubs and suggested parking zones.
- H. **Rebalancing:** Veo must rebalance fleet to designated parking hubs at least once per day. Veo will provide a mixture of Mobility Vehicles to satisfy demand levels at each station. The parties will coordinate distribution based on system data.
- I. **Staging:** Veo will make its own arrangements for sourcing and storing bicycles, scooters, and equipment prior to installation.
- J. **Maintenance:** Veo will conduct full fleet maintenance checks as per Exhibit C-Maintenance Requirements.
- K. **Customer Service:**
1. Veo shall hire or designate a staff person on the ground to manage/supervise the fleet and be a central point of contact for the City, Town, and UMD.
 2. Veo shall provide 24-hour contact information of a local staff member who can respond to requests, emergencies, and other issues at any time.
 3. Veo shall provide a 24-hour customer service phone number for the public to report safety concerns, maintenance issues, and complaints, or to ask questions.
 4. Veo must respond to urgent customer service issues/requests within two hours of receipt.

5. All Veo Mobility Vehicles must be clearly labeled with a company logo, unique vehicle identification number, and a 24-hour customer service phone number.

IV. Parking

- A. **Designated Parking Hubs and Suggested Parking Zones:** The City, Town, and UMD will determine Suggested Parking Zones and Designated Hubs and coordinate with private entities if needed.
- B. **Parking:** The City, Town, and UMD have agreed to have the same parking requirements. This could change over the course of the year, and they may wish to have different requirements. Changes in parking requirements are subject to the consent of the Parties. The parking requirements shall be included in the Veo software applications (“Apps”) and the User Agreement provided to riders.
 1. **Parking Regulations:** All bicycles and electric scooters must be parked at bicycle racks or at other geo-fenced suggested parking zones or designated parking hubs.
- C. **Parking Compliance:** Veo can be notified by partners or community members if vehicles are improperly parked and Veo operations staff will arrive within 2 hours to relocate vehicles back to designated parking Locations. Veo employees/contractors shall also inspect for non-compliant parking during activities in Service Area.
 1. Veo will deploy sufficient operational staff to address parking infractions for the fleet size in a timely manner.
 2. Veo will issue warnings and fines for parking non-compliance
 3. A \$35 fine will be issued to Veo for every improperly parked vehicle in the service area that is reported to Veo and not relocated within 24 hours. Parties may relocate bikes or scooters that are improperly parked.

V. User Agreement, Pricing & Equity Program

- A. **Age Restriction:** A Veo User or Member must be at least 18 years of age.
- B. **Required Information:** The User Agreement and App must include a speed limit of 15 miles per hour scooters and 18 miles per hour for bicycles, the 18 years of age requirement, the requirement that Mobility Vehicles be ridden only on the street, the respective parking limitations of the Town, UMD, and the City, and any other restrictions that Users must follow, and the availability of ADA accessible bicycles.
- C. **Pricing:** Veo agrees to provide Mobility Vehicle access to users at the following standard rates. Changes in standard rate fees are subject to approval of parties.
Pricing:
 1. Electric Bikes: \$1 unlock fee + \$0.20 & Electric Scooters: \$1 unlock fee + \$0.25/min
 2. Access Program: Waives \$1 unlock fee for eligible low-income users
 3. The Parties will explore a membership option for electric bicycles and electric scooters.

4. During program evaluation in the pilot period, Veo will consider offering membership options for low-income users.

D. **User Agreement:** The User Agreement shall be subject to the review and approval of UMD with regard to the inclusion of information required by the Agreement. The User Agreement must include a provision to hold UMD harmless for any and all damages due to a negligent or willful act or omission of a member or user.

E. **Equity Program-** The Equity Program was an area defined for needing improvement during the first pilot year

1. Veo to provide [Access discounted pricing program](#) and work with the City, Town, and UMD to set up process for accepting documentation of income eligibility in person as well as online.
2. Veo agrees to have information about the Access program visible on the website at all times and assist with marketing the program to users.
3. Veo to provide cash payment methods to allow access by users without credit cards, bank accounts, or smart phones.

VI. Fleet Increases (process and metrics)

- A. For the Fall 2020 launch and duration of the Pilot Period, the City, the Town, and the UMD and Veo will evaluate fleet performance and ridership to adjust fleet sizes and the mix-mode
- B. Combination of ridership, compliance, customer and partner responsiveness will be evaluated to determine fleet expansion.

VII. Data Requirements – Data reporting was an area defined for needing improvement during the first pilot. Veo will provide to the City, Town, and UMD the following data:

- A. Public API in Mobility Data Specification (MDS) that includes trip start location, trip start time, trip end location, trip end time, point location of all devices both available for rent and disabled (GPS coordinates), and Mobility Vehicle type within one week of contract execution.
- B. Data dashboard to be provided by Veo to the City, Town, and UMD to access the following system data:
 1. Real-time Mobility Vehicle location
 2. Overall ride statistics
 3. Mobility Vehicle ID number & type,
 4. User engagement statistics
- C. Data reporting: Provide a report of data related to the utilization of the shared mobility devices once a month, or upon request. Where applicable, data should be provided in a way that allows the comparison of ridership data between different modes.
 1. Median daily number of vehicles in service per month
 2. Median daily number of vehicles out of service (damaged) per month
 3. Aggregated system usage -- total unique users, total users with .edu emails, Access Users, total miles ridden, the total number of rentals, total number of rides, average rental duration, average trip length, time of day
 4. Monthly summary of vehicle distribution and GPS-based natural

movement in heat map format

5. Quarterly and year-to-year comparisons of items 1-4
 6. Summary of theft/vandalism and resolutions
 7. Summary of maintenance activities, by vehicle type and type of maintenance activity performed on vehicles
 - a) Significant trends
 - b) Resolutions
 - c) Number of vehicles replaced
 8. Monthly rebalancing activities
 9. Immediate report of public safety concerns including collisions, injuries, tampering, damage, leaking batteries to parties. Summary of all reported collisions/injuries and other issues should be provided in monthly reporting.
 10. Veo agrees to provide parties with specific breakdowns of complaints including the number of complaints, nature, and status/resolution.
 11. Report of parking compliance
 12. Survey data
- D. App Data Collection: Data with the number of users with .edu addresses will be reported by Veo.
- E. System, Network, and Data Security: Veo agrees at all times to maintain commercially reasonable network security that complies with applicable federal and state privacy and data protection laws as well as all other applicable regulations.

VIII. Safety/Training

- A. Veo will provide a minimum of 200 free helmets to new users during the second pilot year in conjunction with community events, on-site promotions and safety education events. Veo will coordinate with City, Town, and UMD to organize. This item is contingent on COVID-19 distancing conditions and state safety guidance.
- B. Veo will provide app and website content to educate riders on safe riding and instructions for the System. Veo will send messages or push notifications to riders in the app to meet the City, Town, and UMD's programmatic needs.
- C. Veo will distribute materials such as FAQs and parking and safety information fliers to stakeholder groups. To help educate riders, Veo will affix educational brochures that highlight proper scooter parking and safety measures on the handlebars of each scooter for the first weeks of operations. Will coordinate with City, Town, and the UMD on content and distribution
- D. Veo will host a minimum of 10 safety education events on campus and within the City and Town. This item is contingent on COVID-19 distancing conditions and state safety guidance.

- IX. Special Events:** Veo will coordinate with UMD, City, and Town for either removal or rebalancing of Veo Mobility Vehicles for special events (ex. Athletic events, College Park Day, Maryland Day, etc.)

- X. **Enforcement: Veo will implement strategies to communicate and enforce parking and riding policies.**
- A. Restrictions will be included in, and enforced through, the User Agreement
 - B. Restrictions will also be contained in App.
 - C. Speed restrictions will be enforced through the technology on the Mobility Vehicle
 - D. Improper parking and other violations – After one warning, an additional violation results in a fine. After 3 violations, the penalty is suspension of membership or access.
 - E. Veo will remove improperly parked bikes within 2 hours of notification.

XI. **ADA Option**
Veo will make an agreed upon number, with a minimum of two accessible bicycles (currently, hand crank) available for rental by the City, Town, or UMD, at their option, for use in the System. Veo will maintain the accessible bikes, and the City, Town, or UMD will supervise reservation, rental fees, and use of the bicycles.

XII. **Personal Vehicle Rentals**– All personal rentals or sales made available by Veo should acknowledge and provide users with local riding, parking, and charging regulations. Veo will notify parties of the number of personal rentals/sales in the local market. For electric vehicle rentals or sales, users should be informed of the limited charging opportunities on campus before their purchase.

- A. E-scooters may only be parked at designated parking or a bike rack. Parking in UMD buildings, lobbies, stairwells or rooms is prohibited,
- B. The University of Maryland Department of Resident Life also prohibits [“the use, possession, charging, and storage of electronic skateboards, including self-balancing hoverboards/scooters and other similar equipment”](#) in all university residence halls and South Campus Commons.
- C. In order to address parking violations among private Veo rentals/scooters, Veo agrees to provide parties with riders’ contact information

XIII. **Sustainability**

- A. At end of a vehicle life cycle, parties request that vehicles are not destroyed, but are released from fleet in sustainable and socially responsible manner when possible. Veo can work with the parties to repurpose or donate pedal bikes in local community.

Exhibit B: Veo Service Area and Parking Hubs and Zones 2020-2021

Figure 1 outlines the service area which overlays the College Park and Town of University Park municipal boundaries. The chart below includes a list of all existing *Suggested Parking Zones* available in the Service Area. Suggested Parking Zones are marked parking areas that will be visible riders in the Veo mobile app and Veo website. Suggested Parking Zones that are also *Designated Parking Hubs* are represented in Figure 1 by the red bike symbol. Veo agrees to rebalance at least 50% of the fleet to designated parking hubs each evening in preparation for morning service. Hub locations can be adjusted by the parties as needed.

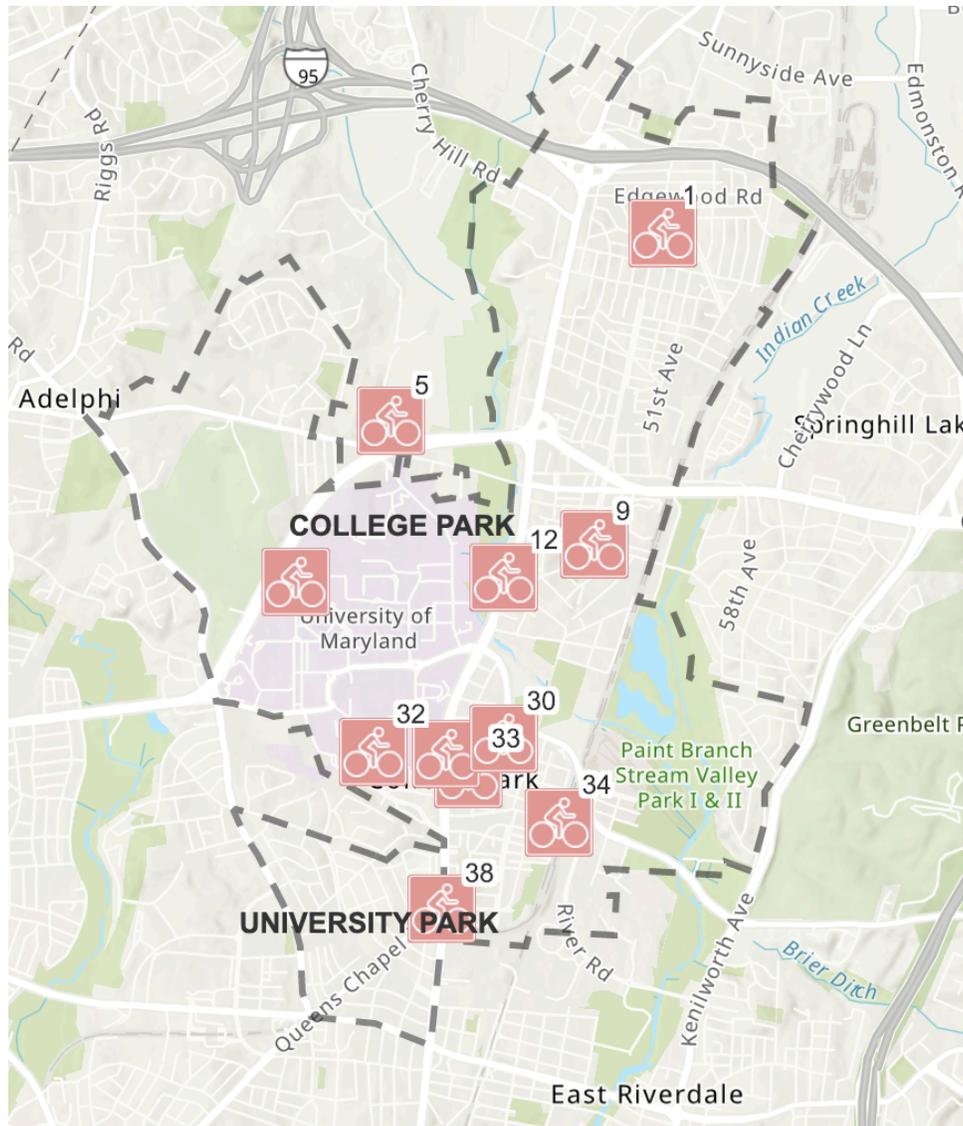


Figure 1: Map shows Designated Parking Hubs within the defined Service Area - the municipal boundaries of College Park and the Town of University Park. The University of Maryland campus is within College Park boundaries. Red bike symbols in the map reflect proposed Veo Designated Parking Hubs for the 2020-2021 pilot year.

ID (sorted by Long)	Suggested Parking Zone Site	Jurisdiction	Veo Designated Parking Hub?	Latitude	Longitude
1	Hollywood Shopping Center	College Park	Yes	-76.92132	39.01373
2	Greenbelt Metro West	College Park	No	-76.91386	39.01056
3	Monument Village	College Park	No	-76.93048	39.00453
4	Duvall Field	College Park	No	-76.92417	39.00270
5	Courtyards	UMD	Yes	-76.94204	39.00233
6	Xfinity Center	UMD	No	-76.94024	38.9963
7	Lidl	College Park	No	-76.93144	38.99576
8	Terrapin Trail Garage	UMD	No	-76.94257	38.99518
9	Berwyn Road Trolley Trail	College Park	Yes	-76.92654	38.99472
10	North STEM/Lot 11B	UMD	No	-76.93714	38.99371
11	Eppley	UMD	No	-76.94615	38.99325
12	University View	College Park	Yes	-76.93328	38.99294
13	Denton/Elkton	UMD	No	-76.9492	38.99286
14	Eppley 2	UMD	No	-76.94557	38.99286
15	Cambria Suites	College Park	No	-76.93282	38.99264
16	La Plata East	UMD	No	-76.94428	38.99246
17	Northgate/The Varsity Apartments	College Park	Yes	-76.93417	38.99057
18	Lot 1B	UMD	No	-76.9495	38.99017
19	Regents Drive	UMD	No	-76.94081	38.98991
20	Lot E	UMD	No	-76.93722	38.98948
21	Cole/Union Lane	UMD	No	-76.94584	38.98798
22	The Hotel	UMD	No	-76.93607	38.98665
23	The Hotel	College Park	No	-76.93599	38.98659
24	Tawes	UMD	No	-76.94894	38.98612
25	The Hall	UMD	No	-76.93412	38.98604
26	Ritchie	UMD	No	-76.93662	38.98539
27	McKeldin Mall	UMD	No	-76.94271	38.98519
28	Skinner Hall	UMD	No	-76.94177	38.98451
29	Domain	UMD	No	-76.94888	38.98451
30	Leonardtwn	UMD	Yes	-76.93342	38.9832
31	Prienkert Hall/Mowatt Garage	UMD	No	-76.94494	38.98263
32	South Campus Dining Hall	UMD	Yes	-76.94357	38.98244
33	Lot 15/Graham Craccker	UMD	Yes	-76.93613	38.98097
34	College Park Metro West	College Park	Yes	-76.92911	38.97813
35	Guilford Drive	College Park	No	-76.93871	38.97769
36	Guilford	UMD	No	-76.93867	38.97768
37	Wells Parkway	University Park	No	-76.94619	38.97365
38	University Park Town Hall/Queens Chapel	University Park	Yes	-76.93826	38.97274
39	Riverdale Park	Private Other	No	-76.93673	38.97061
40	Target (to be installed Summer 2020)	College Park	Yes		

EXHIBIT C

Maintenance Requirements

Maintenance & Operations	Schedule	Designated Parking Hub	Vehicle
Patrol for inappropriate Dockless Vehicle parking	Daily	On-Site	All
Visual Walk-around for any immediate obvious issue	Daily	On-site	All
Dockless Vehicle Inspection	Daily/Weekly	On-Site	All
Prevention Maintenance and Tune-Ups	Quarterly	Facility	All
Clean-up Alert or Notification	As needed	On-Site	All
Address Repair Upon Notification	As needed	On-Site	All
Replacement Parts and Dockless Vehicles	As needed	Facility	All
Web and Mobile Updates	On-Going	Wireless	All
Mount Dockless Vehicle and test front and rear brake levers to make sure their functionalities	Daily/Weekly	On-Site / Facility	All
Inspecting chain drive for proper functioning and lubrication.	Daily/Weekly	On-Site / Facility	Bikes
Inspecting handlebar for proper centering and tightness.	Daily/Weekly	On-Site / Facility	All
Inspecting brakes to ensure providing proper working tension	Daily	On-Site / Facility	All
Spin front and rear wheels to check for rubbing and wobbling	Daily/Weekly	On-site / Facility	All
Dismount Dockless Vehicle and lift rear wheel to test crankshaft and chain for smooth operation	Daily/Weekly	On-site / Facility	Bikes
Check seat tightness and seat quick release	Daily/Weekly	On-Site / Facility	Bikes
Ensure hand grips are secure	Daily/Weekly	On-site / Facility	All
Inspect shifters for proper functioning.	Daily/Weekly	On-Site / Facility	Bikes
Check basket and solar panel for loose or broken components	Daily/Weekly	On-Site / Facility	Pedal Bikes
Inspect headlight and taillight's working condition.	Daily/Weekly	On-Site / Facility	All
Test locking/unlocking mechanism using mobile application	Daily/Weekly	On-Site / Facility	All
Ensure accessories such as basket, bell, and advertising components are properly attached	Weekly	On-Site / Facility	All
Test kickstand for proper function	Daily/Weekly	On-Site / Facility	All
Clean all visible dirt on the Dockless Vehicle	Weekly	On-Site / Facility	All
Check frame for damage, cracks, and dents	Weekly	On-Site / Facility	All
Remove and clean entire drivetrain	Annually	Facility	All
Inspect tensions and true wheels	Annually	Facility	Bikes
Inspect Tires for excessive wear and replace if needed	Annually	Facility	All
Inspect Brakes for excessive wear and replace if needed	Annually	Facility	All

Within 72 hours - VeoRide's certified mechanics shall initiate a repair of VeoRide Mobility Vehicles reported to be damaged, or found to be damaged, or non-operational via normal wear and tear upon inspection at the damaged/non-operational VeoRide Mobility Vehicles' Designated Parking Hub. In the event the damaged/non-operational VeoRide Mobility Vehicles cannot be repaired by VeoRide's certified mechanics at the applicable Designated Parking Hub, VeoRide shall (i) cause the damaged/non-operational Veo-Ride Mobility Vehicle to be removed, (ii) promptly record the removal of damaged/non-operational Veo-Ride Mobility Vehicle(s) and (iii) ensure that a replacement Veo-Ride Mobility Vehicle is introduced into the fleet within one (1) week of the date the damaged/non-operational Veo-Ride Mobility Vehicle was removed from the fleet.

In the event a Veo-Ride Mobility Vehicle is lost or stolen and not recoverable, VeoRide will ensure that a replacement Veo-Ride Mobility Vehicle is introduced into the fleet within one (1) week of the date the Veo-Ride Mobility Vehicle was reported lost or stolen. City and University acknowledge that VeoRide will charge the user for the entire cost incurred by VeoRide to replace the Veo-Ride Mobility Vehicle and will be entitled to retain the entire amount paid by the user.

VeoRide must maintain and have available, at all times, a sufficient number of spare parts for the stations, parking spaces, and Mobility Vehicles to promptly perform all necessary repair, maintenance, and replacement work on such equipment to meet the requirements of this contract. All spare parts will be purchased by the VeoRide at its own expense.

Within 24 hours - If snow accumulation occurs at any of the Designated Parking Hubs in a twenty-four (24) hour period, VeoRide shall remove snow from the VeoRide Mobility Vehicles and will move devices to allow for City or UMD snow removal operations.

Response to escalated issues from VeoRide's home office by phone or e-mail.

Initial responses to any other issues not specifically addressed, but arising in connection with this Agreement.

On a daily basis - VeoRide will monitor the availability of VeoRide Mobility Vehicles at the Designated Parking Hubs on a daily basis and perform rebalancing sessions to distribute both e-bikes and e-scooters at all Designated Parking Hubs as needed. The definition of a rebalancing session is distributing VeoRide Micro-mobility Vehicles among the Designated Parking Hubs in the most optimal way based on projected demand and previous usage data. On an average month there should be no more than 60 rebalances. The parties will meet periodically as needed to adjust the schedule of rebalancing.

This shall include commercially reasonable efforts to effect retrieval or replacement of VeoRide Mobility Vehicles not returned to a Suggested Parking Zone within 24 hours, provided, that City acknowledges VeoRide will charge the user for the cost incurred by VeoRide to locate the VeoRide Mobility Vehicle and will be entitled to retain the entire amount paid by the user. All VeoRide Mobility Vehicles placed in parking spaces must be in safe operating condition.

VeoRide Inc.

400 N. Racine Ave., #109

Chicago IL, 60642

hello@veoride.com

www.veoride.com

(855) 836-2256



EXHIBIT D

Veoride Fleet Specification

June 27, 2019

Contact:

Candice (Bowen) Xie

Co-Founder and VP Business Development

(765) 838-9861

candice.xie@veoride.com

VeoRide E-bike

Summary of VeoRide E-Bike Specs

Country of Origin	China/Vietnam/Cambodia
Weight	60 lbs.
Cockpit Configuration	From Left to Right - Front Brake lever, Headlight/Taillight switch, Bell, Control Panel, Shifter, Rear Brake Lever
Drivetrain	Chain drive
Gear Ratio	32:16
Motor	350W Rear Drive
Battery	11.6AH
PAS Control	Three level (Eco 30% total output, Standard 60% total output, Sport 90% total output), Torque sensor
Top PAS Speed on Flat terrain	18 MPH
Battery Range	68 Miles
Wheels	26 Inches
Tires	Puncture-Resistant Tire
Saddle Height Adjustment	5'3"-6'5"
Lights	200 LUX
Bell	Mechanical bell
Weather/Tamper resistance feature	All rust-resistant security bits, special heat treatment stainless steel chain, aluminum alloy frame, waterproof battery pack and motor
Cargo	Front basket can hold up to 30 lbs. of goods
Tracking system	GPS with 4G Cellular (Accuracy within 10-30 feet)

Veoride Pedal Bike – Green Machine

Feature	Veoride Bikes
Hand Grips	Anti-theft hand grips
Bike Seat	Our silicon-molded bike saddle seat is formed as a whole piece, which offers an exceptional level of comfort and wear resistance
Seat Post	Seat can be adjusted to fit users 6'5" and above to ride comfortably. Seat post is marked with common heights for quick adjustments.
Tire	Rubber-like solid Run-Flat tire with proprietary chemicals for enhancing the riding experience
Cable routing	Internal brake/shifting cable route from the handlebar to the rear brake/gear shifting hub
Spokes	Reinforced and strengthened magnesium-alloy bike spokes
Protection for brake	Protective shield for brake , and a shifter on the handlebar to protect the brake from being damaged when the bike is dropped or falls to the ground
Safety Skirt Guard	Safety skirt guard designed to protect riders who wear long skirts from being jammed by spinning wheel

VeoRide Electric Scooter

Dual Braking System

Equipped with brakes for both front wheel and rear wheels

Field Swappable Battery

Battery maintenance by VeoRide staff; higher torque for hills

10-inch wheels; Larger Platform

Bigger wheels and platform provide more stable control

Quality and Safety Tested

E-scooters have passed the most stringent US consumer products testing



Larger Wheels

Better at handling uneven road surfaces and cracks in the road



Greater Tire Width

More traction means riders are less likely to slip or fall



Wider Platform Area for All Riders

VeoRide's Scooter: 168 in²
Competitors' Scooter: 114 in²



Higher Weight Limit for a Wider Group of Rider



Field-Swappable Extended-Life Battery

Keeps the fleet available 24/7, improves equity and eliminates fire risks by unsupervised crowd charging in apartments and dorms, and greatly decreases the environmental impact of crowd charging.



Veoride
Go Wherever, Whenever.

A Whole New Experience!

Hassel-free Micro-mobility Sharing Program

Cash Payment

1. Register Veoride Account via Veoride App.
2. Submit a cash payment request by emailing hello@veoride.com with ID and phone number.
3. Obtain prepaid debit cards/credit cards from local convenience stores or gas station
4. Use purchased prepaid debit cards/credit cards and enjoy your Veoride trips!

No Smart Phone

1. Register Veoride Account by contacting Veorider Support email or toll-free number.
2. Submit required document and payment directed by Veorider Support Agent.
3. Call Veorider Support toll-free number before riding to start the timer and unlock the fleets.
4. Call Veorider Support toll-free number again before ending trips and we will let you know balance left for the next fun ride.



Scan to Download the Veoride App Today

