**MEETING OF**
**UNIVERSITY PARK MAYOR AND COMMON COUNCIL**
**WILL BE HELD**
**VIA VIDEO AND AUDIO CONFERENCE**
**7:30 p.m.**
**August 17, 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/88214942031?pwd=NUgyVWhWSmNKVVovNDN6eVVObXJGZz09
**To join with audio only, dial:** (301) 715-8592
**Meeting ID:** 882 1494 2031
**Password:** 492573

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 August 17, 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 20, 2020*

**Moved by:** **Seconded by:**

**Yea:** **Nay:** **Abstain:**

**5. CONSENT AGENDA**

**Motion**: To approve the following consent agenda items.

**Moved by:** **Seconded by:**

**Yea:** **Nay:** **Abstain:**

**A. BUILDING PERMIT APPLICATION TO CONSTRUCT A GARAGE WITH LEAN-TO, ADD A DRIVEWAY EXTENSION, AND REMOVE SHED**
**(Christopher Kearney, 4205 Tuckerman Street) Ward 2**
*To construct a 24'x 24' detached garage (max 15' height) with 8'x 24' lean-to, 1,100 square foot driveway extension and to remove shed on Lots 23 & 24, Block 8 and Section 2 at 4205 Tuckerman Street.*

**B. BUILDING PERMIT APPLICATION TO INSTALL A PATIO**
**(Isabel Ahmann, 4408 Beechwood Road) Ward 5**
*To install a 9'x 18' patio on Lot 44 and Block A at 4408 Beechwood Road.*

**C. BUILDING PERMIT APPLICATION TO INSTALL A PATIO**
**(Jeremy Perkins, 4410 Beechwood Road) Ward 5**
*To install a 18.9'x 9' patio on Lot 46 and Block A at 4410 Beechwood Road.*

**D. BUILDING PERMIT APPLICATION TO REPLACE 4' FENCE**
**(Richard Sturges and Devon Payne-Sturges, 4403 Van Buren Street) Ward 3**
*To replace a 4' fence on Lot 10, Block 14 and Section 3 at 4403 Van Buren Street.*

**E. BUILDING PERMIT APPLICATION TO INSTALL A SHED**
**(A, Reese Madsen, 4208 Sheridan Street) Ward 1**
*To remove existing shed and replace with a 8'x 10' shed on concrete pad on Lot 8, Block 8 and Section 2 at 4208 Sheridan Street.*

**F. DUMPSTER PERMIT EXTENSION**
**(Calle Roubic Cone, 4309 Woodberry Street) Ward 4**
*A dumpster permit has been issued for 30 days and extended by the Mayor for an additional 60 days, and will expire on August 30. Due to exceptional circumstance of COVID-19 precautions, the demolition of the construction project is being done in phases. Construction completion date is projected for early November. Per Town Code Section 7-107, Ms. Cone is asking Council to extend the dumpster permit for an additional 60 days, until October 30, 2020.*

**G. AMEND VEORIDE AGREEMENT**
*To authorize amendment to Exhibit A, Terms of Service, to the VeoRide Agreement, to allow VeoRide until November 20, 2020, to develop a digital or other solution to provide two-tier hours of operation, so that micro-mobility vehicle services can available 24 hours per day/7 days per week in the Town.*

**H. MARYLAND HERITAGE AREA AUTHORITY (MHAA) GRANT FUNDS**
*To authorize the Mayor to receive grant funds awarded from the Maryland Heritage Areas Authority to be applied toward signage, a water fountain, and improvements to Town park paths as budgeted.*

## 6. PUBLIC COMMENT

## 7. MAYOR, COUNCIL, AND COMMITTEE COMMENTS AND REPORTS

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

**B. COMMITTEE REPORTS AND COUNCIL COMMENTS**

## 8. CONTINUING BUSINESS

**A. AMEND RESOLUTION 2020-R-02: TO AUTHORIZE MAYOR TO DEFER LICENSE APPLICATION FEES**

**Motion:** To amend 2020-R-02 to add language authorizing the Mayor to defer 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:**

## 9.NEW BUSINESS

**A. INTRODUCTION OF LEGISLATIVE RESOLUTION 20-O-07: EXEMPTION FROM COUNTY LEGISLATION (*First Reading*)**

**Motion:** To introduce Legislative Resolution 20-O-07 to amend Chapter 1 "General Provisions", by enacting §1-109, "Exemption from County legislation" of the Code of Ordinances of the Town of University Park, to exempt the Town of University Park, a municipal corporation, from all legislation heretofore or hereafter enacted by Prince George's County, Maryland, relating to any subject upon which the Mayor and Common Council of the Town have heretofore been or are hereafter granted legislative authority either by public general law or by the Town Charter.

*The earliest date this motion may be considered for passage is September 14, 2020.*

**Moved by:** **Seconded by:**

**Yea:** **Nay:** **Abstain:**

**B. EMERGENCY LEGISLATIVE RESOLUTION 20-O-08: AMENDING CHAPTER 1 TO ALLOW SPEED MONITORING ZONES**

**Motion:** To adopt emergency Legislative Resolution 20-O-08 to amend Chapter 1 "General Provisions", by enacting §9-109, "Speed monitoring system" of the Code of Ordinances of the Town of University Park, to conform the Town code language with that of amended §21-809 of the Transportation Article, Annotated Code of Maryland, to include mobile in addition to stationary cameras, and to include zones within ½ mile of an institute of higher education.

**Moved by:** **Seconded by:**

**Yea:** **Nay:** **Abstain:**

**C. DISCUSSION OF TOWN ORDINANCES REGARDING 6 FOOT FENCES**

Recommendation of the Policy, Rules, and Municipal Structure Committee.

**10. 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***

**11. ADJOURNMENT**

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

# Agenda Item 4
# Draft Minutes from 7/20/20 Council Meeting

Approved on

**MEETING OF**
**UNIVERSITY PARK MAYOR AND COMMON COUNCIL**
**VIA VIDEO AND AUDIO CONFERENCE**
**7:30 p.m.**
**July 20, 2020**
**MINUTES**

1. **CALL TO ORDER:** ***Mayor Carey*** at 7:30 p.m.

   **Present:** Mr. Biermann, Mr. Schultz, Ms. Morrissey, Ms. Verrill, Mr. Caskey, Ms. Wells, Mr. Stephen (departed early)
   **Absent:** None
   **Excused:**

2. **PLEDGE OF ALLEGIANCE** – Mayor Carey

3. **APPROVAL OF THE AGENDA**

   **Moved by:** Ms. Verrill **Seconded by:** Mr. Caskey

   **Yea:** 7 **Nay:** 0 **Abstain:** 0

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

   **Moved by:** Mr. Caskey **Seconded by:** Ms. Verrill

   **Yea:** 7 **Nay:** 0 **Abstain:** 0

5. **PRESENTATION**

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

   Highlights of presentation by Councilmember Glaros:

   - The best way to follow the County Council with regards to COVID-19 is through the Dashboard on their website.
   - The County budget was passed virtually at the end of May.
   - The County bill CB-48-2020, Homestead Property Tax, is going to be tabled because there is not enough support to move it forward.

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- Prince George's County depends heavily on funding from the State and Federal Government. Visions and initiatives can be jeopardized in the County when funding is cut from these sources.

## 6. CONSENT AGENDA

**Motion**: To approve the following consent agenda items.

**Moved by:** Mr. Stephen **Seconded by:** Ms. Wells

**Yea:** 7 **Nay:** 0 **Abstain:** 0

| **Call Vote:** | | |
|---|---|---|
| | Mr. Biermann | Yea |
| | Mr. Schultz | Yea |
| | Ms. Morrissey | Yea |
| | Ms. Verrill | Yea |
| | Mr. Caskey | Yea |
| | Ms. Wells | Yea |
| | Mr. Stephen | Yea |

### 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

- A resident who experiences flooding at his home asked that the Town not consider any infrastructure along the creek until 9 Ponds is complete. He asked if the Town could work with Riverdale Park, the County and the State to ensure there is a good flow of stormwater in Wells Run.

## 8. MAYOR, COUNCIL, AND COMMITTEE REPORTS

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

- The virtual Town Hall Forum on Community Policing was very successful, with excellent participation by Town residents and content from Chief Baker. The discussion was recorded and can be found on the Town website.

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- Mayor Carey asked that the Public Comments section be used for residents only. It was agreed that "Council and Committee Reports" agenda item be changed to read "Council and Committee Comments and Reports."

## B. COUNCIL AND COMMITTEE REPORTS

Trees, Parks and the Environment Committee Chair Chris Aubry gave the Committee's 2019 Annual Report. A copy of the report was distributed to the Councilmembers.

Questions/Discussion:

- In response to a question on how the Committee communicates with residents, Mr. Aubry listed the following: Tree Education in the Town Newsletter; Treemendous on the List-Serve; tree map on the website; TreeCommentUPMD.org on the website. The Committee offers home/yard visits to assess ivy or assist with tree selection.
- Mayor Carey said that the Town has a new communications initiative and he suggested something could be done to update residents using infographics regarding the tree program.
- A goal for 2020 is to talk about a Tree Ordinance for the Town.
- A Councilmember noted that the picture of the Sourwood tree is not correct in the Tree Manual. She also said that there are many homeowner trees that are unhealthy or have died over the past several years and the Committee may consider giving these homeowners some guidance on replacing these trees.
- A Councilmember asked if there are any plans for the damaged Town Holiday tree? *Mr. Aubry said there are no plans. Ms. Morrissey said that in the last budget cycle the Committee attempted to address the Holiday Tree as part of improvements to Henson Green, but it was a casualty of public outcry.*
- Mr. Aubrey responded to a question by saying that when the Tree Committee plants trees, they carefully consider the placement of a tree.

**Public Facilities and Services Committee - Mr. Caskey**

- The Committee re-evaluated the requirements for Town Hall. The notes from the meeting can be found on the website.

**Policy Rules and Municipal Structure Committee - Ms. Verrill**

- The Committee discussed allowing six-foot fences. Details on this can be found in the Committee's report on the Town website. This topic will be on the agenda at the August 17 Council meeting.

## 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.

- A Councilmember said that he has a lot of confidence in the University Park Police Department, although there is a serious gap of confidence in law enforcement in Prince George's County, the Sheriff's Department and the Park and Planning Police Department. He suggested that the Council be aware of law enforcement issues County wide.
- Mayor Carey said that he hopes to have a social distanced strategic planning retreat in the fall to

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discuss issues and the topic of racial justice actions will be one of the items.

## 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 Flexi-pave 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 Flexi-pave 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 Flexi-pave for several years and is satisfied with their work.

**Moved by:** Mr. Schultz **Seconded by:** Mr. Caskey

**Yea:** 6 **Nay:** 0 **Abstain:** 0

| **Call Vote:** | | |
|---|---|---|
| | Mr. Biermann | Yea |
| | Mr. Schultz | Yea |
| | Ms. Morrissey | Yea |
| | Ms. Verrill | Yea |
| | Mr. Caskey | Yea |
| | Ms. Wells | Yea |

### 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:** Mr. Caskey **Seconded by:** Mr. Schultz

**Yea:** 6 **Nay:** 0 **Abstain:** 0

### 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:** Ms. Verrill **Seconded by:** Mr. Caskey

**Yea:** **Nay:** **Abstain:**

**Motion:** To table the motion in order to get better clarification.

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**Moved by:** Mr. Caskey **Seconded by:** Ms. Wells

**Yea:** 6 **Nay:** 0 **Abstain:** 0

| **Call Vote:** | | |
|---|---|---|
| | Mr. Biermann | Yea |
| | Mr. Schultz | Yea |
| | Ms. Morrissey | Yea |
| | Ms. Verrill | Yea |
| | Mr. Caskey | Yea |
| | Ms. Wells | Yea |

**D. APPROVE CONTRACT WITH VEORIDE**

**Motion:** To authorize the extension of the pilot program and the contract for an additional year from August 1 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:** Ms. Wells **Seconded by:** Mr. Schultz

**Yea:** 6 **Nay:** 0 **Abstain:** 0

**11. ADMINISTRATOR AND DEPARTMENT REPORTS**

**A. REPORT FROM THE TOWN ADMINISTRATOR~ *David Deutsch***
No Report

**B. REPORT FROM THE TOWN ATTORNEY ~ *Suellen Ferguson***
No Report

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

- The July 15 Town Forum can be found on the website under the News and Announcements section and it can also be found on the left hand column on the Police page.
- The July/August newsletter included the newest infographic for the Compost Program and the Building Permit infographic is complete and will be available soon on the Town's website.

**D. REPORT FROM THE CHIEF OF POLICE ~ *Chief Harvey Baker***
Crime Report from June 15-July 19, 2020 with two incidents (Ward 4 and Ward 6)

- Chief Baker attended a workshop on Police Accountability and Reforms. He is scheduled to attend the following workshops on: Community Center Innovations through Public Safety; Speeding Diverse Approach to Achieving Cultural Change which addresses speed trends based on the pandemic; and the Speed Monitoring Systems Program Administrator course.
- An officer is scheduled to attend MPCTC Basic Instruction Training and two officers are scheduled to attend Implicit Bias Training.
- The Prince George's County Executive is encouraging the community to visit their website and fill out a short survey on a Police Chief search.

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

June 2020 Treasurer's Report was distributed.

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

- Pepco is currently working in Town along with the construction crew for the infrastructure project. Pepco has removed all of the public trees that were on the list to be removed. The next phase for the infrastructure project is paving of the streets and that should begin in early September.
- A water fountain has been installed at the playground on Wells Parkway. Mr. Beall will investigate whether the water should be turned off during the COVID pandemic.
- In reference to composting, there have been approximately 50 new requests since July and 65 since the beginning of the year. This brings the total to approximately 320 residents involved in composting.
- In reference to the memo on the paving contract, Mr. Beall said that the benches and signage will not be installed until the path is in place.

**12. ADJOURNMENT** by consent at 9:44 p.m.

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# Agenda Item 5A
# Kearney Building Permit Application

# 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 # 2 Date Received: 8/4/20
Permit Application: Approved [ ]
Rejected [ ]
Check/Cash Amt.: $66.09
Permit Number: _____
Date Issued: _____

Name of Applicant(s): Christopher Kearney

Telephone Number: (202) 407-9927 Home ( ) _____ Cell

Work: _____ Email: chris@cpkearney.com

Street Address of Property: 4205 Tuckerman Street

Lot Number: 23&24 Block Number: 8 Section Number: 02

Person/Company Doing the Work: Delmarva Buildings

Address/Phone: 866-734-4811

Signature of Property Owner: Christopher Kearney Date: 8/3/2020

**Description of Work**

Check all that apply:

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

[X] **Outbuilding**: Dimensions: 24' x 24' w/ 8' x 24' leanto, Height at Apex: 15 feet

Materials: Post frame over concrete.

[X] **Other**: (*Please Specify*): Driveway Extension

Dimensions: 1,100 sqft, Height at Apex: N/A

Materials: Asphalt or concrete with pavers

Please Specify Reason for Structure: Extension of driveway.

[ ] **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))**= $ $66.09

***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.*

*Revised 5/2012*

## 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.

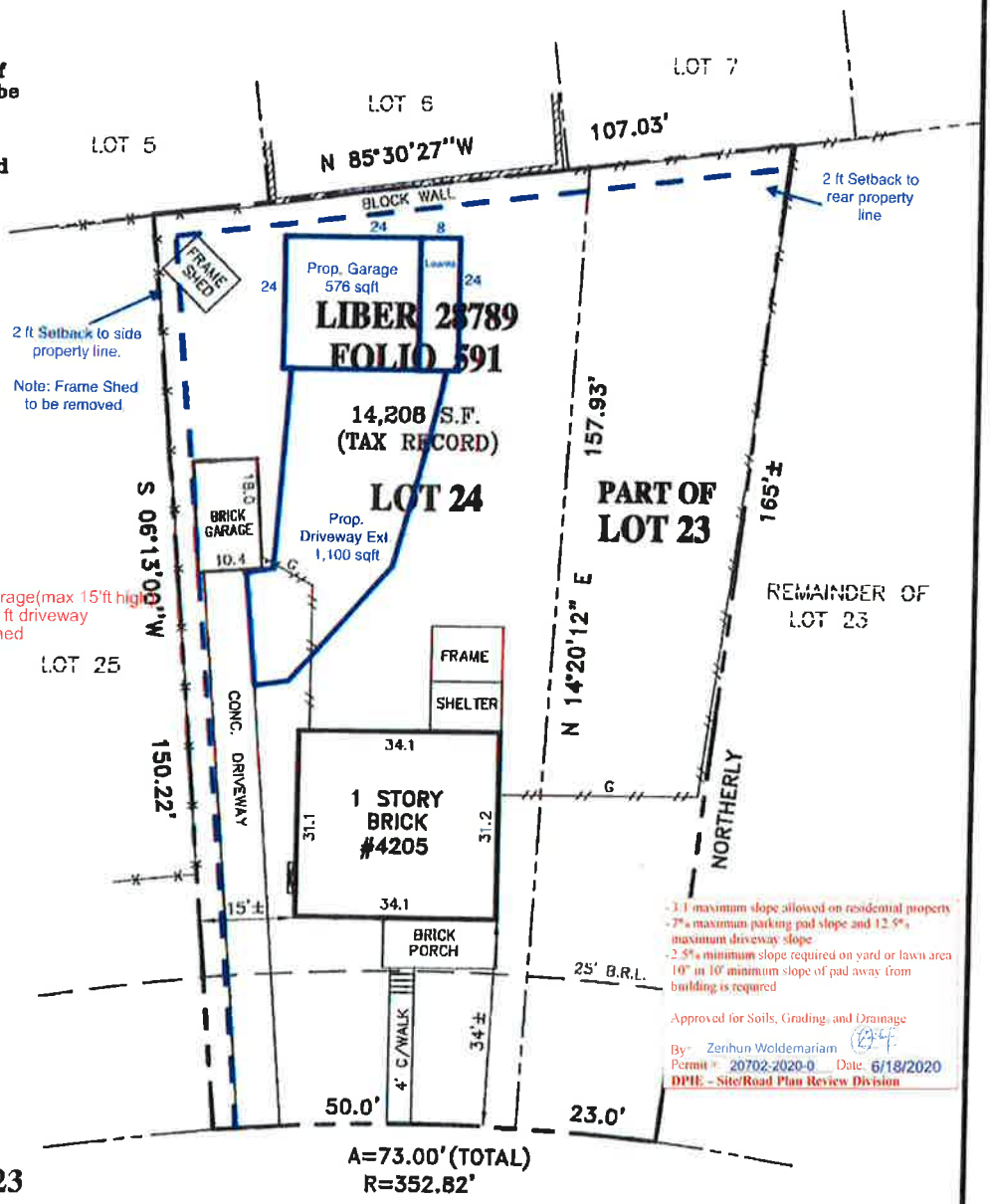
## Notes:

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.

Ext. House Footprint: 1,405.9 sqft
Ext. Garage: 187.2 sqft
Ext. Driveway: 637 sqft
Prop. 24x24 Garage: 576 sqft
Prop. 8x24 Leanto: 192 sqft
Prop. Driveway Ext: 1,100 sqft
Total: 4,098
Lot Size: 14,208 sqft
Lot Coverage Percentage: 28.84%

The Maryland-National Capital Park and Planning Commission
APPROVED KH 6-15-2020
PERMIT # 20702-2020-0

OK for 24'x24' detached garage(max 15'ft high) with 8'x24' leanto, 1,100 sq ft driveway extension and remove shed




- 3:1 maximum slope allowed on residential property
- 7% maximum parking pad slope and 12.5% maximum driveway slope
- 2.5% minimum slope required on yard or lawn area 10' in 10' minimum slope of pad away from building is required

Approved for Soils, Grading, and Drainage
By: Zerihun Woldemariam
Permit # 20702-2020-0 Date: 6/18/2020
DPIE - Site/Road Plan Review Division

STATE OF MARYLAND
JEFFREY A. FOSTER
REG. NO. 587
PROPERTY LINE SURVEYOR

# LOCATION DRAWING
## LOT 24 AND PART OF LOT 23
## BLOCK 8, SECTION TWO
# UNIVERSITY PARK
PRINCE GEORGE'S COUNTY, MARYLAND

### SURVEYOR'S CERTIFICATE

"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."

Jeffrey A. Foster
MARYLAND PROPERTY LINE SURVEYOR REG. NO. 587
Expires: 04-02-2021

| REFERENCES | |
|---|---|
| PLAT BK. | 3 |
| PLAT NO. | 5 |
| LIBER | 28789 |
| FOLIO | 591 |


SNIDER & ASSOCIATES
LAND SURVEYORS
19544 Amaranth Drive
Germantown, Maryland 20874
301/948-5100 Fax 301/948-1286
WWW.SNIDERSURVEYS.COM


| DATE OF LOCATIONS | | SCALE: | 1" = 30' |
|---|---|---|---|
| WALL CHECK: | | DRAWN BY: | D.M.L. |
| HSE. LOC.: | 08-15-19 | JOB NO.: | 06-0616 |

2019-3219

4205 TUCKERMAN ST UNIVERSITY PARK 20782 CASE NUMBER : 20702-2020-00

# PRINCE GEORGE'S COUNTY

# PERMIT

ISSUANCE DATE : Jul-31-2020

EXPIRATION DATE :

**DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT PERMITTING CENTER**
**9400 PEPPERCORN PLACE, 1st FLOOR, LARGO, MD 20774 (301) 883-5900**

**PROPERTY OWNER**

CHRISTOHER P KEARNEY
4205 TUCKERMAN ST
UNIVERSITY PARK, MD 20782 (202) 407-9927

**CONTRACTOR**

DELMARVA POLE BUILDING SUPPLY INC
317 N LAYTON AVE
WYOMING , DE 19934 (302) 698-3636
LICENSE NUMBER: 110610-01

**OCCUPANT**

**ARCHITECT**

| | |
|---|---|
| TYPE OF PERMIT : | **DPIE RG** |
| WORK DESCRIPTION : | **24'x24' detached garage(max 15'ft high) with 8'x24' lean-to, 1,100 sq ft driveway extension and to remove shed** |
| EXISTING USE : | **SFD** |
| USE (DER PROPOSED) : | **SFD** |
| SUBDIVISION : | **UNIVERSITY PARK** |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| OWNERSHIP : | | HEIGHT FT : | 12 | | | ELECTRICITY : | |
| LIBER : | 42554 | WIDTH FT : | 32 | | 768 | CENTRAL A/C : | |
| FOLIO : | 286 | DEPTH FT : | 24 | OCCUPANCY LOAD : | | ELEVATOR : | |
| ED/ACCT NO. : | 19 / 2140309 | NO STORIES : | | SITE CERTIFICATE : | | ESCALATOR : | |
| LOT : | | DWELL UNTS : | | STRUCTURE CERT : | | BASEMENT : | |
| BLOCK : | 8 | PARKING SP : | | SEWER : | CITY | BOILER NUMBER : | |
| TAX MAP : | 042 | LIVE LOAD : | | WATER : | CITY | CBCA : | N |
| SCD : | | USE GROUP : | | HEATING : | | HISTORICAL : | N |
| SPEC EXCEPT : | | TYPE CONST : | | PARCEL : | | SIGN NUMBER : | |

**Conditions**

***As outlined in County Code Subtitle 4-111 no work shall be performed during the hours of 9:00 p.m. to 7:00 a.m., unless work is performed pursuant to Section 4-120 of this Subtitle .***

***Only the Licensed Contractor or Homeowner, named on the Permit as contractor, is permitted to perform the scope of work on the permit at the address specified.***

***YOU MUST COMPLY WITH MUNICIPAL, HOMEOWNER/CIVIC ASSOCIATION AND LOCAL COVENANTS. A FINE MAY BE IMPOSED IF CONSTRUCTION IS BEGUN WITHOUT REQUIRED APPROVALS.***

THIS PERMIT IS VOID SIX (6) MONTHS FROM DATE ISSUED IF CONSTRUCTION HAS NOT STARTED, HAS BEEN SUSPENDED OR DISCONTINUED UNLESS OTHERWISE INDICATED

Melinda Bolling

**Melinda Bolling**

INSPECTION AREA :

**INSPECTION APPROVALS**

| BUILDING INSPECTOR | HEALTH | ELECTRICAL | PLUMBING | FIRE MARSHALL |
|---|---|---|---|---|
| APPROVED : | | | | |

## Payment Receipt: DPIE Permits, Inspections and Enforcement

noreply@co.pg.md.us <noreply@co.pg.md.us>
Sun 7/19/2020 3:22 PM
**To:** Julia Stubbs <julia.stubbs@ilovepolebuildings.com>

# Successful Payment Receipt

Please print this receipt for your records

Remittance ID: 0zh5uiqoyg4n0ma1rep1ybgq
Received: July 19, 2020 03:21PM EDT
Permit Number: 20702-2020-0/DPIE RG
Telephone Number: 302-698-3636
Amount: $560.87
Service Fee: $1.50
Service Fee Type: Dual Transaction
Total Amount: $562.37
Transaction Type: Debit
Paid By: Check
Check Information: Corporate
Account Type: Checking
Account No. [redacted]
RTN: [redacted]
Company's Name: Delmarva Pole Building Supply
Billing information: Address Line 1: 317 N. Layton Avenue
Country: United States
City: CAMDEN WYOMING
State: Delaware
ZIP Code: 19934

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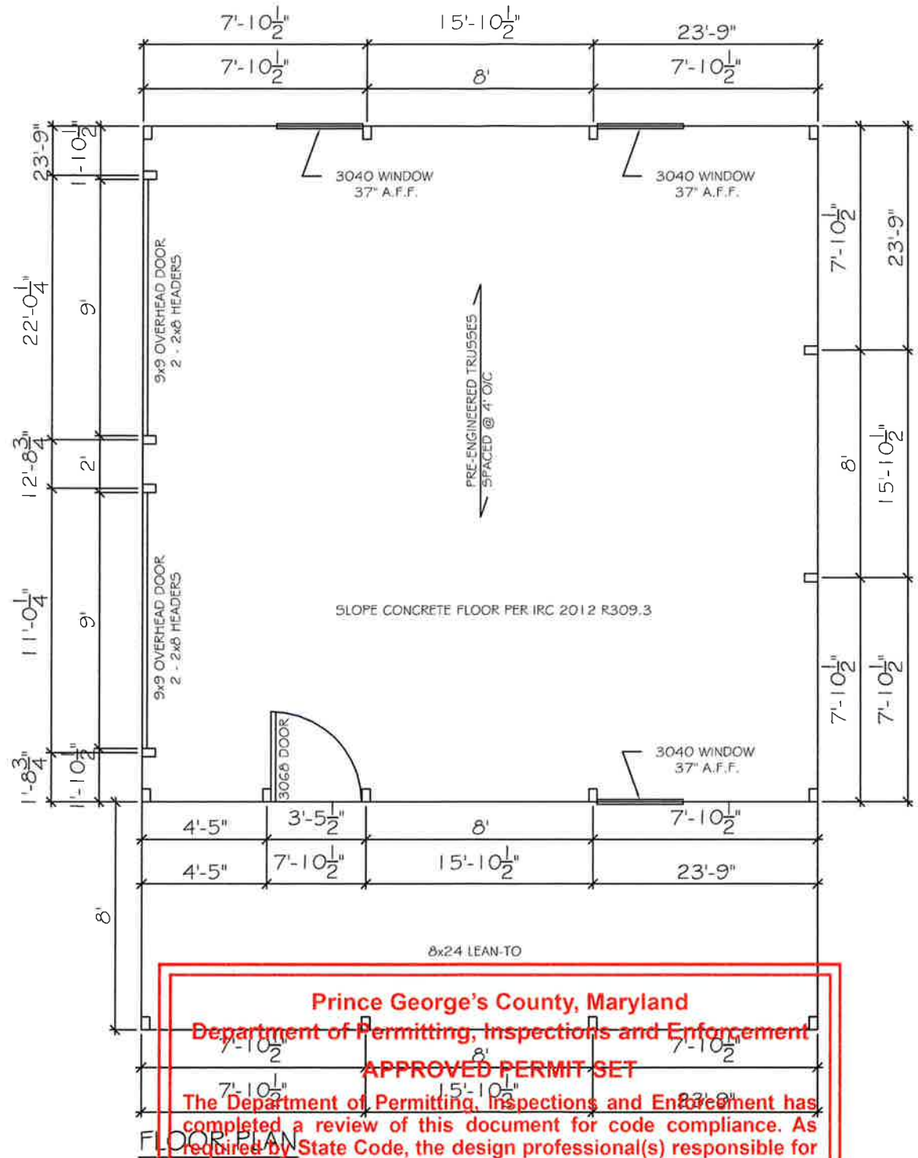


FLOOR PLAN

Prince George's County, Maryland
Department of Permitting, Inspections and Enforcement
APPROVED PERMIT SET

The Department of Permitting, Inspections and Enforcement has completed a review of this document for code compliance. As required by State Code, the design professional(s) responsible for the preparation and content of this document must provide a record copy of these documents with their original seal, signature and date.

Case Name: KEARNEY POLE BLDG
Case Number (Permit #): 20702-2020-0
Case Type: RESIDENTIAL
Issuance Date: 05/05/20
Address: 4205 TUCKERMAN ST HYATTSVILLE, Maryland 20782
Lot(s), Block(s) and Parcel(s):
Lot and Block 8

STATE OF MARYLAND
JAMES A. KORPAL
16053
PROFESSIONAL ENGINEER

Professional Certification.

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland. License No 16053, Expiration Date: 06 04 2022, per Code of Maryland Regulations 09.23.03.10

# DELMARVA
POLE BUILDING SUPPLY INC.
317 N. LAYTON AVE
WYOMING, DE 19934
(302) 698-3636

DELMARVA BUILDINGS

| Date: | |
|---|---|
| 05-07-2020 | |
| Technician: J. Stubbs | |
| Reviewed By: J. Stubbs | |
| Scale: 1/4"=1' | |

| Date: | Modification: |
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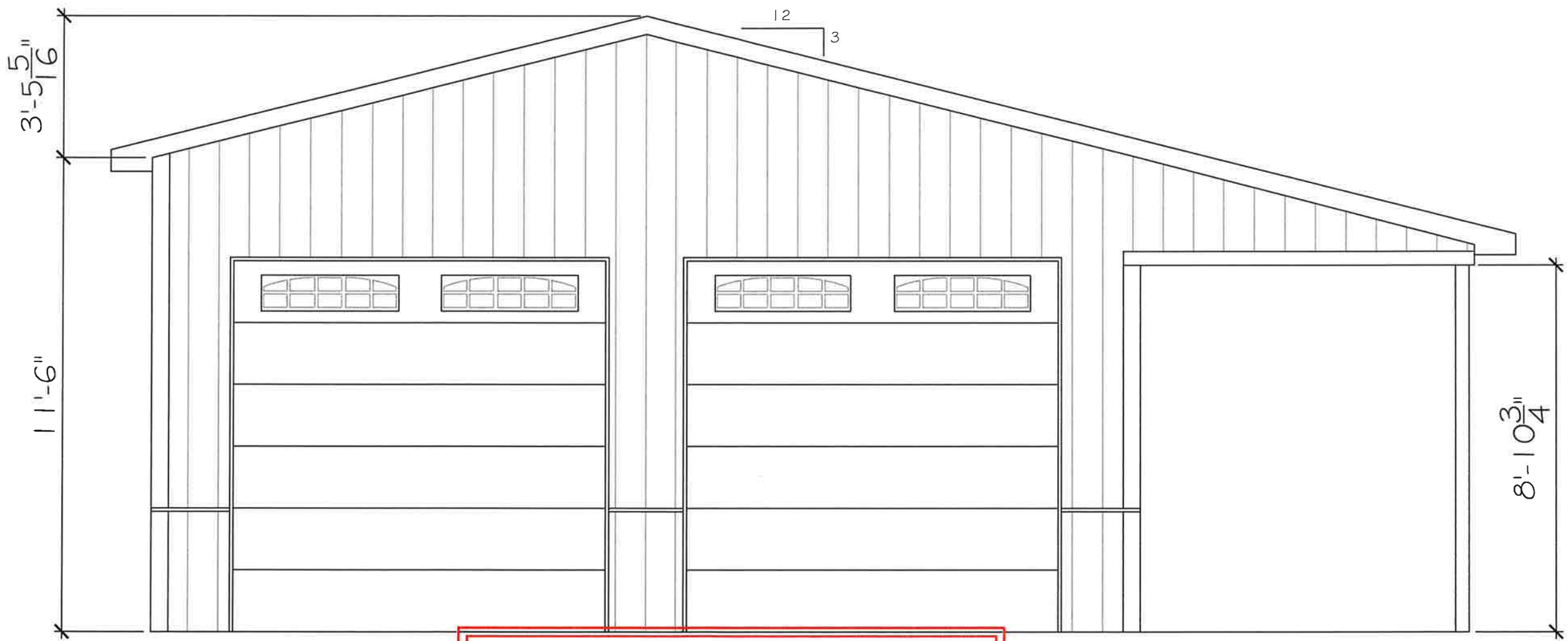
DPIE DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT

CHRIS KEARNEY
4205 TUCKERMAN STREET
UNIVERSITY PARK, MD 20782

24' x 24' x 11'6"

Sheet
A1

P.G.C.
Structural
DPIE
APPROVED AS NOTED BY BUILDING SECTION




GABLE ELEVATION

**Prince George's County, Maryland**
**Department of Permitting, Inspections and Enforcement**
**APPROVED PERMIT SET**

**The Department of Permitting, Inspections and Enforcement has completed a review of this document for code compliance. As required by State Code, the design professional(s) responsible for the preparation and content of this document must provide a record copy of these documents with their original seal, signature and date.**

**Case Name:** KEARNEY POLE BLDG
**Case Number (Permit #):** 20702-2020-0
**Case Type:** RS
**Issuance Date:** 5/08/20
**Address:** 4205 TUCKERMAN ST HYATTSVILLE, Maryland 20782
**Lot(s), Block(s) and Parcel(s):**
Lot and Block 8

| Date: | Modification: |
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Date: 05-07-2020
Technician: J. Stubbs
Reviewed By: J. Stubbs
Scale:

DPIE
DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT

STATE OF MARYLAND
JAMES A. KORB CLAVER
16053
PROFESSIONAL ENGINEER

Professional Certification.

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland. License No. 16053, Expiration Date: 06 04 2022, per Code of Maryland Regulations 09.23.03.10


DELMARVA
POLE BUILDING SUPPLY INC.
317 N. LAYTON AVE
WYOMING, DE 19934
(302) 698-3636

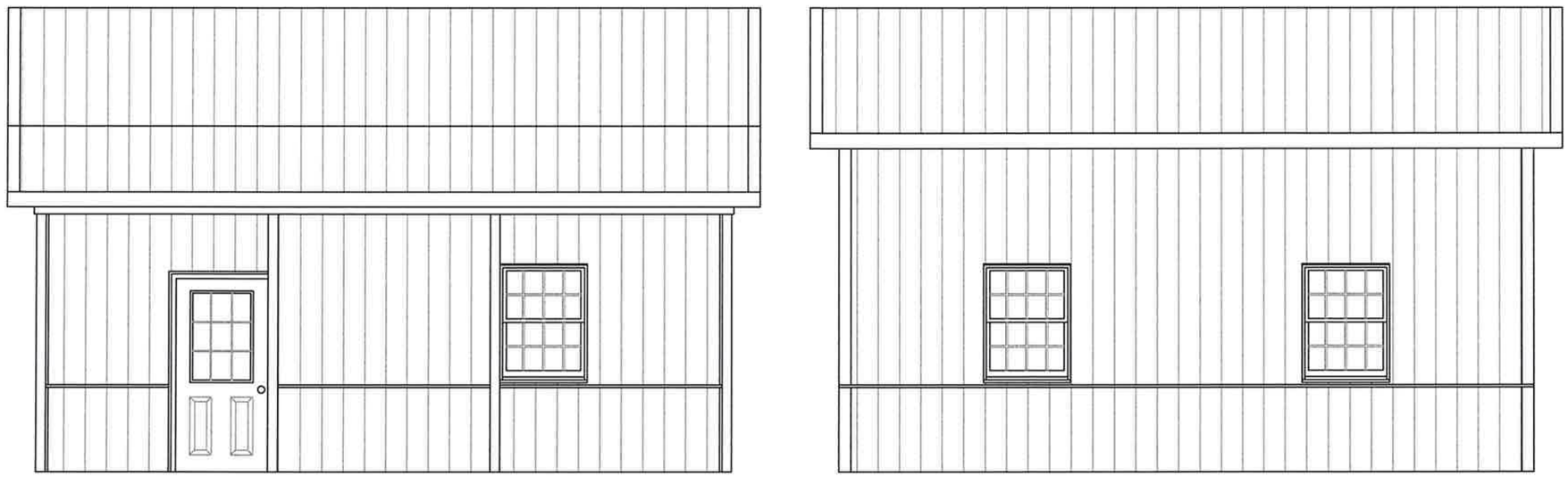

DELMARVA BUILDINGS

CHRIS KEARNEY
4205 TUCKERMAN STREET
UNIVERSITY PARK, MD 20782

24' x 24' x 11'6"

Sheet
A2

P.G.C.
Structural
DPIE
APPROVED AS NOTED BY BUILDING SECTION



EAVE ELEVATION

STATE OF MARYLAND
JAMES A. MORRISSEY
16053
PROFESSIONAL ENGINEER

Professional Certification.

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 16053, Expiration Date: 06-04-2022, per Code of Maryland Regulations 09.23.03.10

**Prince George's County, Maryland**
**Department of Permitting, Inspections and Enforcement**

**APPROVED PERMIT SET**

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Case Name: KEARNEY POLE BLDG
Case Number (Permit #): 20702-2020-0
Case Type: RS
Issuance Date: 07/06/20
Address: 4205 TUCKERMAN ST HYATTSVILLE, Maryland 20782
Lot(s), Block(s) and Parcel(s): Lot and Block 8

DPIE
DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT

# DELMARVA
POLE BUILDING SUPPLY INC.
317 N. LAYTON AVE
WYOMING, DE 19934
(302) 698-3636

DELMARVA BUILDINGS

| Date: | |
|---|---|
| 05-07-2020 | |
| Technician: J. Stubbs | |
| Reviewed By: J. Stubbs | |
| Scale: | |

| Date: | Modification: |
|---|---|
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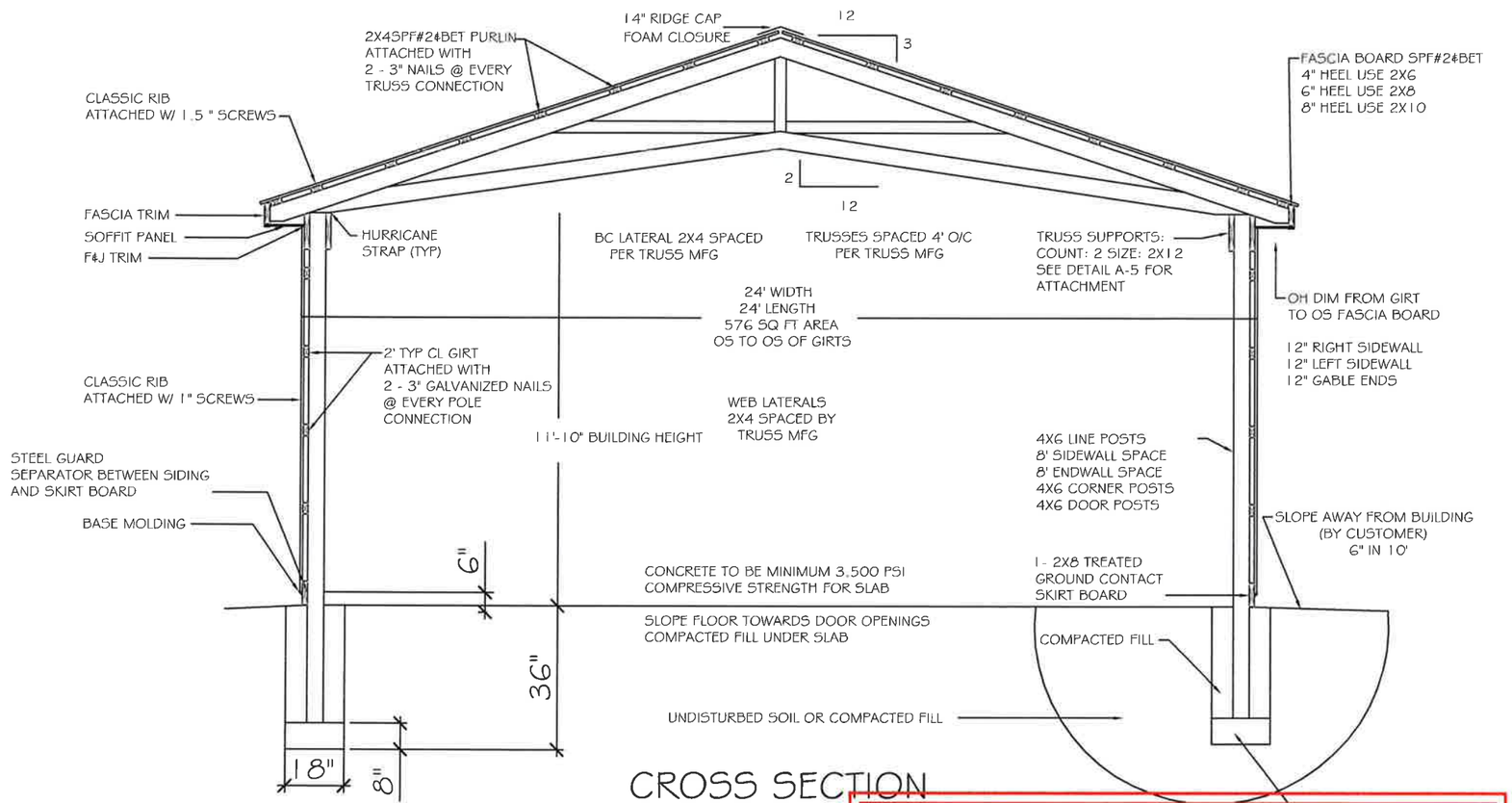
CHRIS KEARNEY
4205 TUCKERMAN STREET
UNIVERSITY PARK, MD 20782

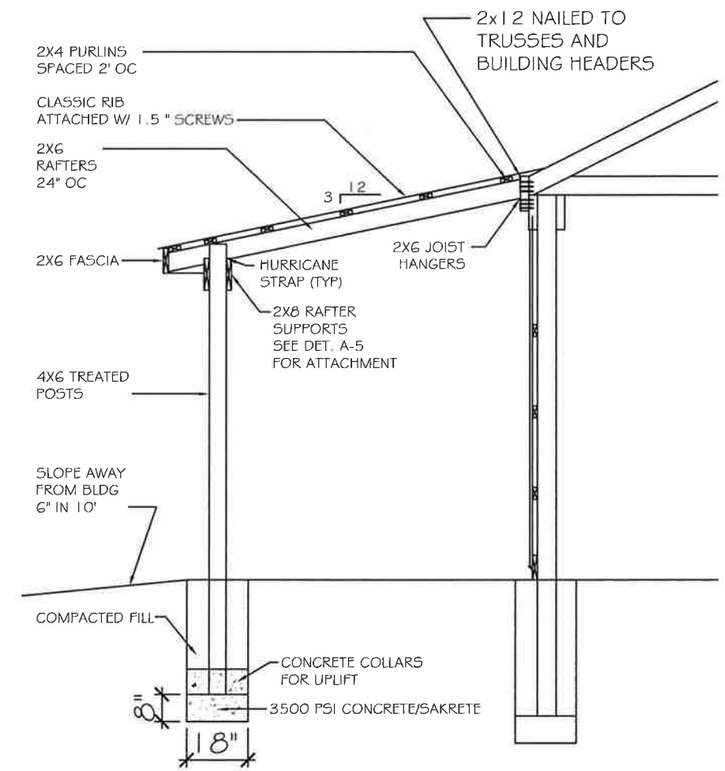
24' x 24' x 11'6"

Sheet
A3

P.G.C.
Structural
DPIE
APPROVED AS NOTED BY BUILDING SECTION




CROSS SECTION




LEAN-TO SECTION

Professional Certification.

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**Prince George's County, Maryland**
**Department of Permitting, Inspections and Enforcement**
**APPROVED PERMIT SET**

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Case Name: KEARNEY POLE BLDG
Case Number (Permit #): 20703-2020-0
Case Type: RES
Issuance Date: 05-07-2020
Address: 4205 TUCKERMAN ST HYATTSVILLE, Maryland 20782
Lot(s), Block(s) and Parcel(s): Lot and Block 8

# DELMARVA
POLE BUILDING SUPPLY INC.
317 N. LAYTON AVE
WYOMING, DE 19934
(302) 698-3636

DELMARVA BUILDINGS

| Date: | Modification: |
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Technician: J. Stubbs
Reviewed By: J. Stubbs
Scale:

DPIE DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT

CHRIS KEARNEY
4205 TUCKERMAN STREET
UNIVERSITY PARK, MD 20782

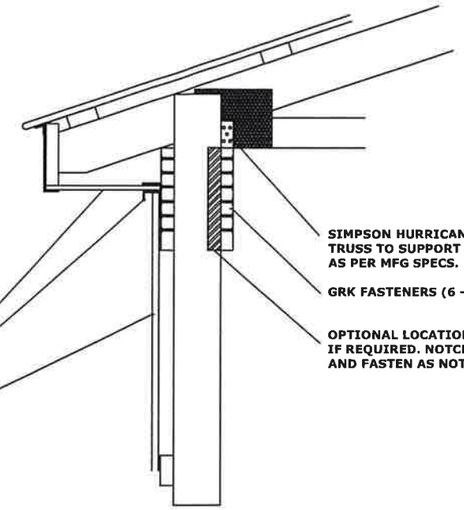
24' x 24' x 11'6"

Sheet
A4

P.G.C.
Structural
DPIE
APPROVED AS NOTED BY BUILDING SECTION

# A/5 TRUSS TO SUPPORT CONNECTION DETAILS

**CONNECTION AT POST LOCATIONS**



SIMPSON HURRICANE TRUSS TIE AT EACH TRUSS TO SUPPORT CONNECTION, FASTEN AS PER MFG SPECS.

GRK FASTENERS (6 - 5/16" x 4" RSS & (6) 10D NAILS INSIDE & OUT)

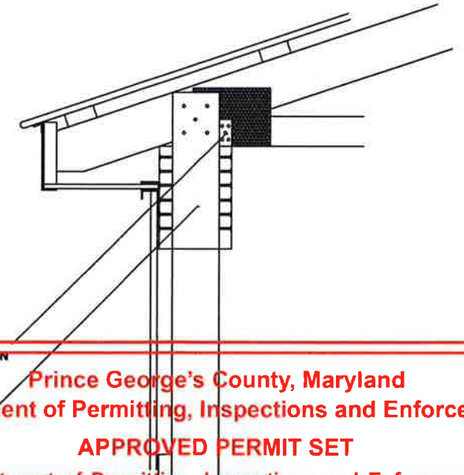
OPTIONAL LOCATION OF THIRD SUPPORT IF REQUIRED. NOTCH INTO POST AS SHOWN AND FASTEN AS NOTED ABOVE

INSTALL SOFFIT PANEL INTO F & J TRIM NAIL INTO BOTTOM OF FASCIA BOARD

INSTALL F & J TRIM TO SUPPORT WITH FLAT HEAD ROOFING NAIL

INSTALL WALL PANELS, ATTACH TO GIRTS WITH 1" SCREWS

**CONNECTION AT INTERMEDIATE TRUSS**



SIMPSON HURRICANE TRUSS TIE @ EACH TRUSS TO SUPPORT CONNECTION, FASTEN AS PER MFG SPECS.

2X6X18" TRUSS CONNECTION BLOCK INSTALLED BETWEEN SUPPORTS

Professional Certification.

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No 16053, Expiration Date: 06-04-2022, per Code of Maryland Regulations 09.23.03.10

Prince George's County, Maryland
Department of Permitting, Inspections and Enforcement
APPROVED PERMIT SET
The Department of Permitting, Inspections and Enforcement has completed a review of this document for code compliance. As required by State Code, the design professional(s) responsible for the preparation and content of this document must provide a record copy of these documents with their original seal, signature and date.
Case Name: KEARNEY POLE BLDG
Case Number (Permit #): 20703-2020-0
Case Type: RS
Issuance Date: 07/30/20
Address: 4205 TUCKERMAN ST HYATTSVILLE, Maryland 20782
Lot(s), Block(s) and Parcel(s): Lot and Block 8

CONNECTION DETAILS

DELMARVA
POLE BUILDING SUPPLY INC.
317 N. LAYTON AVE
WYOMING, DE 19934
(302) 698-3636

DELMARVA BUILDINGS

| Date: | Modification: |
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Date: 05-07-2020
Technician: J. Stubbs
Reviewed By: J. Stubbs
Scale:

DPIE DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT

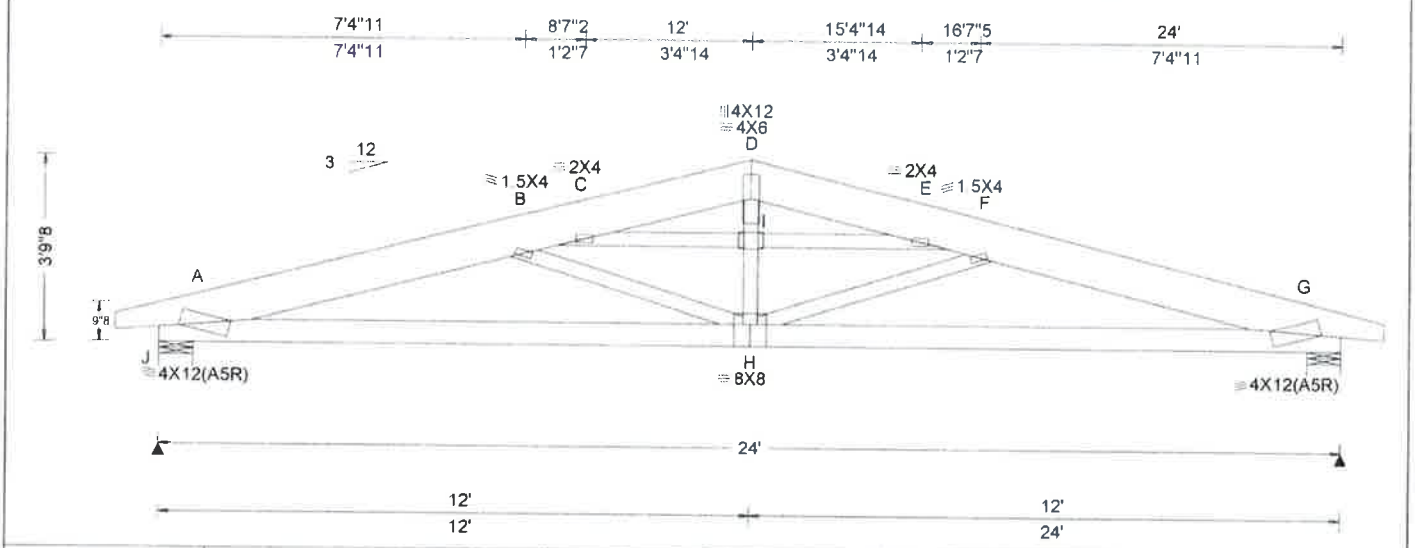
CHRIS KEARNEY
4205 TUCKERMAN STREET
UNIVERSITY PARK, MD 20782

24' x 24' x 11'6"

Sheet
A5

P.G.C.
Structural
DPIE
APPROVED AS NOTED BY BUILDING SECTION

| | | | |
|---|---|---|---|
| SEQN: 181675 SCIS<br>FROM: | Ply: 1<br>Qty: 2 | **Job Number:** 22723<br>/22723 /Pole Bldg Sply/Kearney<br>**Truss Label:** 30A/SCGE/24/3-212 | Cust: R 6697 JRef 1WUV66970021 T394<br>DrwNo: 122.20.0811.19407<br>/ BAF 05/01/2020 |




**Loading Criteria** (psf)
TCLL: 30.00
TCDL: 5.00
BCLL: 0.00
BCDL: 5.00
Des Ld: 40.00
NCBCLL: 10.00
Soffit: 2.00
Load Duration: 1.15
Spacing: 48.0 "

**Wind Criteria**
Wind Std: ASCE 7-10
Speed: 115 mph
Enclosure: Closed
Risk Category: II
EXP: C Kzt: NA
Mean Height: 15.00 ft
TCDL: 3.0 psf
BCDL: 3.0 psf
MWFRS Parallel Dist: 0 to h/2
C&C Dist a: 3.00 ft
Loc. from endwall: Any
GCpi: 0.18
Wind Duration: 1.60

**Snow Criteria** (Pg,Pf in PSF)
Pg: 30.0 Ct: 1.2 CAT: II
Pf: 25.2 Ce: 1.0
Lu: - Cs: 1.00
Snow Duration: 1.15

**Code / Misc Criteria**
Bldg Code: IBC 2015
TPI Std: 2014
Rep Fac: No
FT/RT/PT:2(2)/2(2)/2(0)
Plate Type(s):
WAVE

**Defl/CSI Criteria**

| PP Deflection in | loc | L/defl | L/# |
|---|---|---|---|
| VERT(LL): 0.188 | C | 999 | 240 |
| VERT(CL): 0.250 | C | 999 | 240 |
| HORZ(LL): 0.068 | H | - | - |
| HORZ(TL): 0.090 | H | - | - |

Creep Factor: 2.0
Max TC CSI: 0.216
Max BC CSI: 0.976
Max Web CSI: 0.416

VIEW Ver: 19.02.02B.0122.16

**▲ Maximum Reactions (lbs)**

| | Gravity | | Non-Gravity | | |
|---|---|---|---|---|---|
| Loc | R+ / R- | / Rh | / Rw | / U | / RL |
| J | 1927 /- | /- | /505 | /371 | /43 |
| G | 1927 /- | /- | /505 | /371 | /- |

Wind reactions based on MWFRS
J Brg Width = 8.3 Min Req = 2.3
G Brg Width = 8.3 Min Req = 2.3
Bearings J & G are a rigid surface.
Members not listed have forces less than 375#

**Maximum Top Chord Forces Per Ply (lbs)**

| Chords | Tens. | Comp. | Chords | Tens. | Comp. |
|---|---|---|---|---|---|
| A - B | 1962 | -4667 | D - E | 1368 | -3257 |
| B - C | 1789 | -4176 | E - F | 1789 | -4176 |
| C - D | 1368 | -3257 | F - G | 1963 | -4667 |

**Maximum Bot Chord Forces Per Ply (lbs)**

| Chords | Tens. | Comp. | Chords | Tens. | Comp. |
|---|---|---|---|---|---|
| A - H | 4421 | -1798 | H - G | 4421 | -1791 |

**Maximum Web Forces Per Ply (lbs)**

| Webs | Tens. | Comp. | Webs | Tens. | Comp. |
|---|---|---|---|---|---|
| B - H | 265 | -776 | H - F | 265 | -776 |
| C - I | 461 | -935 | I - H | 675 | -55 |
| D - I | 747 | -153 | I - E | 461 | -935 |

**Lumber**
Top chord: 2x10 SP 2400f-2.0E;
Bot chord: 2x6 SP #1;
Webs: 2x4 SPF Stud;

**Purlins**
In lieu of structural panels or rigid ceiling use purlins to laterally brace chords as follows:

| Chord | Spacing(in oc) | Start(ft) | End(ft) |
|---|---|---|---|
| TC | 24 | 0.00 | 12.00 |
| TC | 24 | 12.00 | 24.00 |
| BC | 97 | 0.15 | 23.85 |

Apply purlins to any chords above or below fillers at 24" OC unless shown otherwise above.

**Loading**
Bottom chord checked for 10.00 psf non-concurrent bottom chord live load applied per IBC-15 section 1607.
Truss designed for unbalanced snow loads.

**Wind**
Wind loads based on MWFRS with additional C&C member design.

**Additional Notes**
Refer to General Notes for additional information.
Truss has been designed for vertical loads applied only. Any lateral/horizontal wind loads shall be transferred into the roof and ceiling diaphragms. Connection and design of these systems is the responsibility of the Building Designer in accordance with ANSI/TPI 1.

**Prince George's County, Maryland**
**Department of Permitting, Inspections and Enforcement**
**APPROVED PERMIT SET**
**The Department of Permitting, Inspections and Enforcement has completed a review of this document for code compliance. As required by State Code, the design professional(s) responsible for the preparation and content of this document must provide a record copy of these documents with their original seal, signature and date.**
MD COA 07-48905
05/01/2020
**Permit Number:**
**Issuance Date:** 07/30/20
**Address:**
**Lot(s), Block(s) and Parcel(s):**
Lot and Block 8

**"WARNING" READ AND FOLLOW ALL NOTES ON THIS DRAWING!**
**"IMPORTANT" FURNISH THIS DRAWING TO ALL CONTRACTORS INCLUDING THE INSTALLERS**

Trusses require extreme care in fabricating, handling, shipping, installing and bracing. Refer to and follow the latest edition of BCSI (Building Component Safety Information, by TPI and SBCA) for safety practices prior to performing these functions. Installers shall provide temporary bracing per BCSI. Unless noted otherwise top chord shall have properly attached structural sheathing and bottom chord shall have a properly attached rigid ceiling. Locations shown for permanent lateral restraint of webs shall have bracing installed per BCSI sections B3, B7, or B10 as applicable. Apply plates to each face of truss and position as shown above and on the Joint Details, unless noted otherwise. Refer to drawings 160A-Z for standard plate details.

Alpine, a division of ITW Building Components Group Inc. shall not be responsible for any deviation from this drawing, any failure to build the truss in conformance with ANSI/TPI 1, or for handling, shipping, installation and bracing of trusses. **A seal on this drawing or cover page listing this drawing, indicates acceptance of professional engineering responsibility solely for the design shown. The suitability and use of this drawing for any structure is the responsibility of the Building Designer per ANSI/TPI 1 Sec.2.**

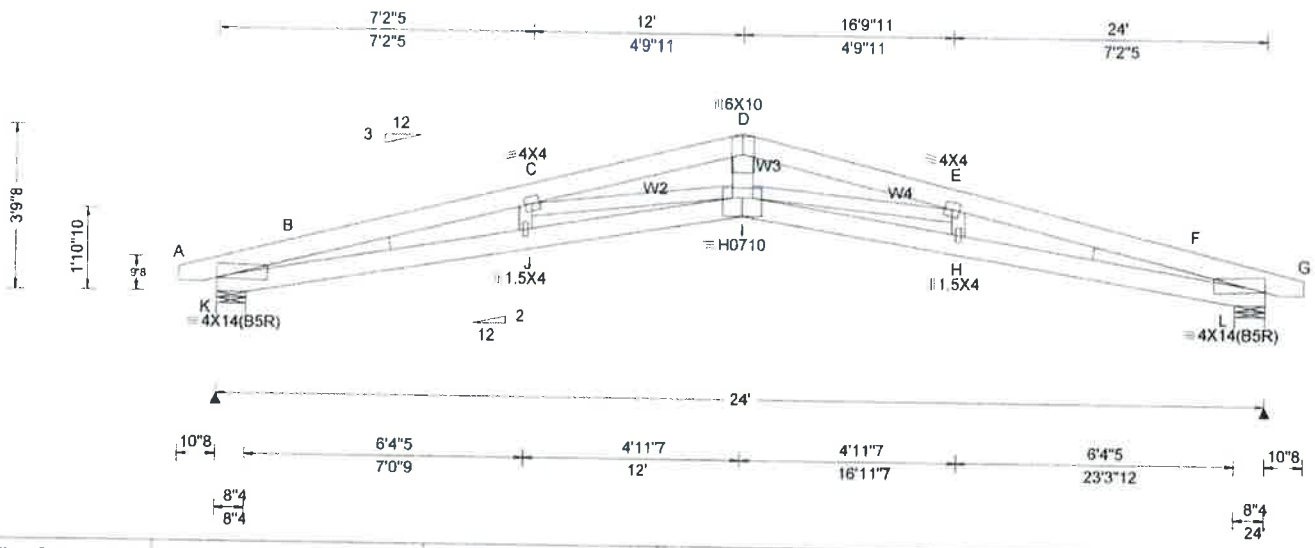
For more information see this job's general notes page and these web sites: ALPINE www.alpineitw.com, TPI: www.tpinst.org; SBCA: www.sbcindustry.com; ICC: www.iccsafe.org

DPIE DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT

P.G.C.
ALPINE A DIVISION OF ITW BUILDING COMPONENTS GROUP INC.
13723 Riverport Drive
Suite 200
Maryland Heights, MO 63043

APPROVED AS NOTED BY BUILDING SECTION

| SEQN: 181668 SCIS<br>FROM: | Ply: 1<br>Qty: 5 | **Job Number:** 22723<br>/22723 /Pole Bldg Sply/Kearney<br>**Truss Label:** 30A/Scis/24/3-212 | Cust R 6697 JRef: 1WUV6697002 1 T393<br>DrwNo: 122.20.0811.03737<br>/ BAF 05/01/2020 |
|---|---|---|---|




**Loading Criteria** (psf)

| | |
|---|---|
| TCLL: | 30.00 |
| TCDL: | 5.00 |
| BCLL: | 0.00 |
| BCDL: | 5.00 |
| Des Ld: | 40.00 |
| NCBCLL: | 10.00 |
| Soffit: | 2.00 |

Load Duration: 1.15
Spacing: 48.0 "

**Wind Criteria**
Wind Std: ASCE 7-10
Speed: 115 mph
Enclosure: Closed
Risk Category: II
EXP: C Kzt: NA
Mean Height: 15.00 ft
TCDL: 3.0 psf
BCDL: 3.0 psf
MWFRS Parallel Dist: 0 to h/2
C&C Dist a: 3.00 ft
Loc. from endwall: Any
GCpi: 0.18
Wind Duration: 1.60

**Snow Criteria** (Pg,Pf in PSF)
Pg: 30.0 Ct: 1.2 CAT: II
Pf: 25.2 Ce: 1.0
Lu: - Cs: 1.00
Snow Duration: 1.15

**Code / Misc Criteria**
Bldg Code: IBC 2015
TPI Std: 2014
Rep Fac: No
FT/RT/PT:2(2)/2(2)/2(0)
Plate Type(s):
WAVE, HS

**Defl/CSI Criteria**

| PP Deflection in | loc | L/defl | L/# |
|---|---|---|---|
| VERT(LL): 0.803 | I | 354 | 240 |
| VERT(CL): 1.072 | I | 265 | 240 |
| HORZ(LL): 0.333 | H | - | - |
| HORZ(TL): 0.445 | H | - | - |

Creep Factor: 2.0
Max TC CSI: 0.871
Max BC CSI: 0.999
Max Web CSI: 0.361

VIEW Ver: 19.02.02B.0122.16

**▲ Maximum Reactions (lbs)**

| | Gravity | | | Non-Gravity | | |
|---|---|---|---|---|---|---|
| Loc | R+ | / R- | / Rh | / Rw | / U | / RL |
| K | 2061 | /- | /- | /506 | /404 | /54 |
| L | 2061 | /- | /- | /506 | /404 | /- |

Wind reactions based on MWFRS
K Brg Width = 8.3 Min Req = 2.0
L Brg Width = 8.3 Min Req = 2.0
Bearings K & L are a rigid surface.
Members not listed have forces less than 375#

**Maximum Top Chord Forces Per Ply (lbs)**

| Chords | Tens. | Comp. | Chords | Tens. | Comp. |
|---|---|---|---|---|---|
| B - C | 3279 | -8105 | D - E | 3369 | -8327 |
| C - D | 3375 | -8327 | E - F | 3282 | -8105 |

**Maximum Bot Chord Forces Per Ply (lbs)**

| Chords | Tens. | Comp. | Chords | Tens. | Comp. |
|---|---|---|---|---|---|
| B - J | 7843 | -3058 | I - H | 7926 | -3107 |
| J - I | 7926 | -3098 | H - F | 7843 | -3066 |

**Maximum Web Forces Per Ply (lbs)**

| Webs | Tens. | Comp. | Webs | Tens. | Comp. |
|---|---|---|---|---|---|
| C - I | 1140 | -603 | I - E | 1140 | -603 |
| D - I | 2997 | -1064 | | | |

**Lumber**

Top chord: 2x6 SP SS Dense;
Bot chord: 2x6 SP SS Dense;
Webs: 2x4 SPF Stud; W2,W4 2x4 SPF 2100f-1.8E;
W3 2x6 SP #1;
Lt Wedge: 2x4 SPF Stud;Rt Wedge: 2x4 SPF Stud;

**Purlins**

In lieu of structural panels or rigid ceiling use purlins to laterally brace chords as follows:

| Chord | Spacing(in oc) | Start(ft) | End(ft) |
|---|---|---|---|
| TC | 24 | -0.88 | 12.00 |
| TC | 24 | 12.00 | 24.88 |
| BC | 82 | 0.15 | 12.00 |
| BC | 82 | 12.00 | 23.85 |

Apply purlins to any chords above or below fillers at 24" OC unless shown otherwise above.

**Loading**

Bottom chord checked for 10.00 psf non-concurrent bottom chord live load applied per IBC-15 section 1607.

Truss designed for unbalanced snow loads.

**Wind**

Wind loads based on MWFRS with additional C&C member design.

**Additional Notes**

Refer to General Notes for additional information.

**Prince George's County, Maryland**
**Department of Permitting, Inspections and Enforcement**
**APPROVED PERMIT SET**
**The Department of Permitting, Inspections and Enforcement has completed a review of this document for code compliance. As required by State Code, the design professional(s) responsible for the preparation and content of this document must provide a record copy of these documents with their original seal, signature and date.**

05/01/2020 MD COA 07-48905

**Construction Permit #:** 07/30/20
**Issuance Date:** 07/30/20
**Address:** [illegible]
**Lot(s), Block(s) and Parcel(s):**
Lot and Block 8

**"WARNING"** READ AND FOLLOW ALL NOTES ON THIS DRAWING!
**"IMPORTANT"** FURNISH THIS DRAWING TO ALL CONTRACTORS INCLUDING THE INSTALLERS

Trusses require extreme care in fabricating, handling, shipping, installing and bracing. Refer to and follow the latest edition of BCSI (Building Component Safety Information, by TPI & SBCA) and good safety practices prior to performing these functions. Installers shall provide temporary bracing per BCSI. Unless noted otherwise,top chord shall have properly attached structural sheathing and bottom chord shall have a properly attached rigid ceiling. Locations shown for permanent lateral restraint of webs shall have bracing installed per BCSI sections B3, B7, or B10, as applicable. Apply plates to each face of truss and position as shown above and on the Joint Details, unless noted otherwise. Refer to drawings 160A-Z for standard plate positions.

Alpine, a division of ITW Building Components Group Inc. shall not be responsible for any deviation from this drawing,any failure to build the truss in conformance with ANSI/TPI 1, or any failure to properly execute the fabricating, shipping, installation and bracing of trusses. **A seal on this drawing or cover page listing this drawing, indicates acceptance of professional engineering responsibility solely for the design shown. The suitability and use of this drawing for any structure is the responsibility of the Building Designer per ANSI/TPI 1 Sec.2.**

For more information see this job's general notes page and these web sites: ALPINE: www.alpinebc.com; TPI: www.tpinst.org; SBCA: www.sbcindustry.com; ICC: www.iccsafe.org

ALPINE A ITW COMPANY
13723 Riverport Drive
Suite 200
Maryland Heights, MO 63043

P.G.C. DPIE
APPROVED AS NOTED BY BUILDING SECTION

DPIE DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT

# Agenda Item 5B
# Ahmann Building Permit Application

# 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 # 5 Date Received: 8/11/20
Permit Application: Approved [ ]
Rejected [ ]
Check/Cash Amt.: $10
Permit Number: _____
Date Issued: _____

Name of Applicant(s): Isabel Ahmann

Telephone Number: ( 240) 731-1100 Home ( ) _____ Cell

Work: (301) 864-1334 Email: iahmann@ahmannllc.com

Street Address of Property: 4408 Beechwood Road

Lot Number: 44 Block Number: A Section Number: _____

Person/Company Doing the Work: Tony Sanchez / S&R Quality Custom Builders LLC

Address/Phone: 6901 Westchester Drive, Temple Hills MD 20748 Phone: (240) 278-1292

Signature of Property Owner: _____ Date: 10 Aug 2020

**Description of Work**

Check all that apply:

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

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

Materials: _____

[X] **Other**: (*Please Specify*): Patio

Dimensions: 9'-0" x 18'-0", Height at Apex: _____

Materials: Permeable pavers

Please Specify Reason for Structure: To create an outdoor lounging space

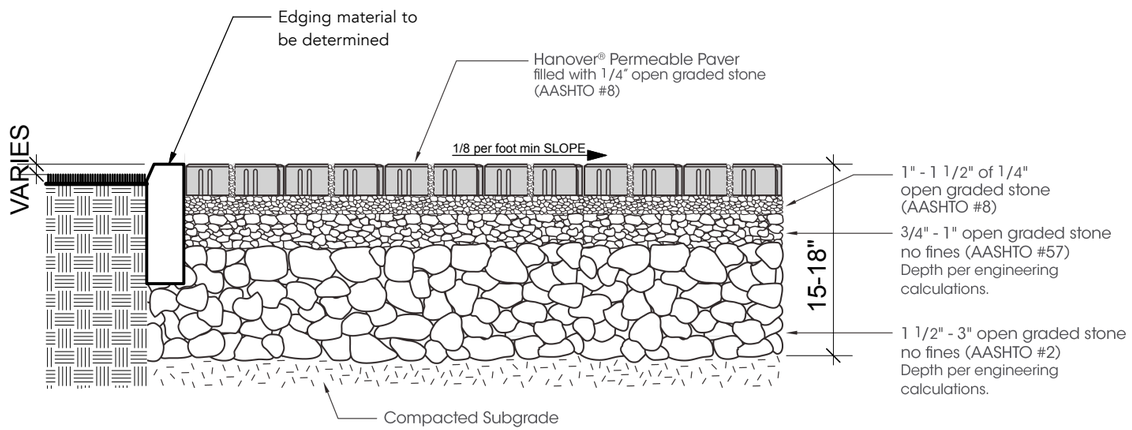
[ ] **POD or Dumpster** (check one) Unit will be placed on the property: _____ or on the street: _____

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

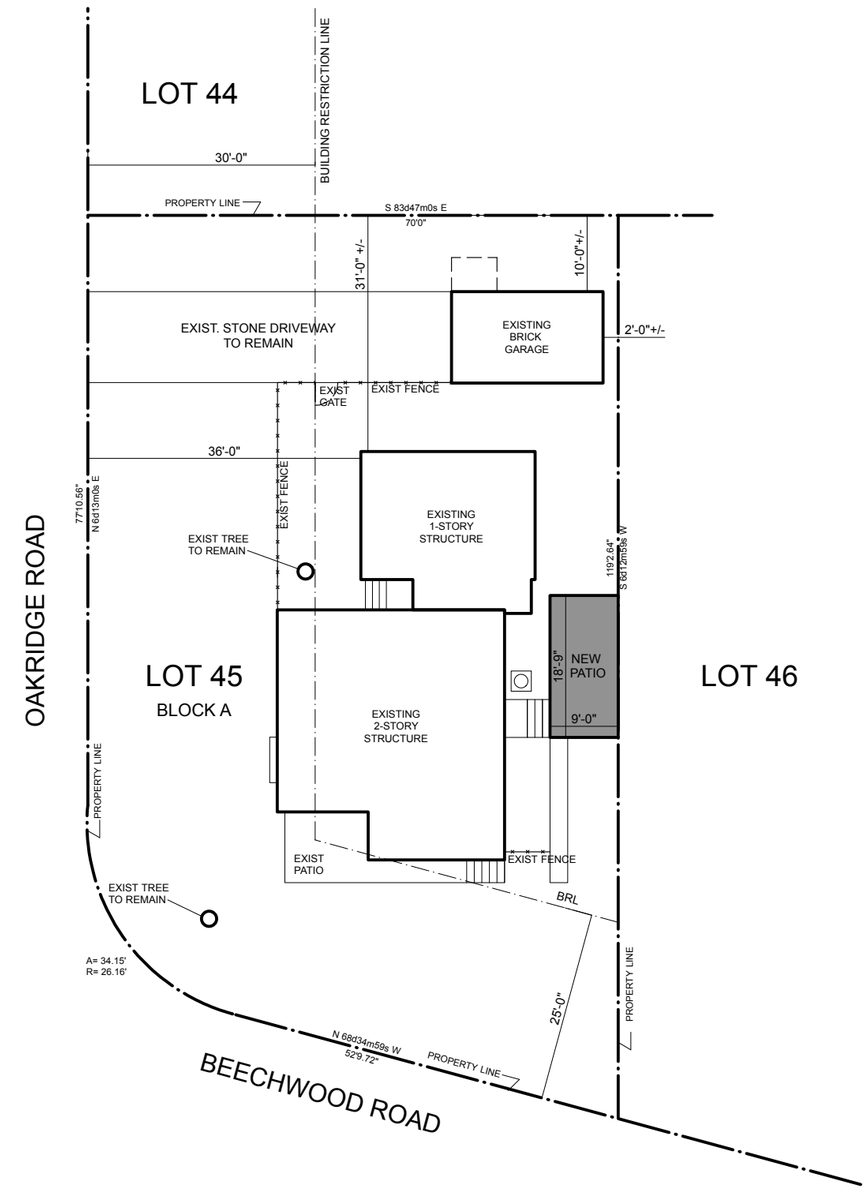
Permit and Non-Refundable Filing Fee Paid **($10 + 10% of County permit fee (if applicable))**= $ 10.00

***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.*

*Revised 5/2012*




2 PAVING DETAIL
Not To Scale




1 SITE PLAN
Scale: 1:20

# NEW PATIO
## AHMANN RESIDENCE
4408 BEECHWOOD ROAD, UNIVERSITY PARK, MD 20782

11 AUG 2020

# Agenda Item 5C
# Perkins Building Permit Application

# 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 # 5 Date Received: 8/11/20
Permit Application: Approved [ ]
Rejected [ ]
Check/Cash Amt.: $10
Permit Number: _____
Date Issued: _____

Name of Applicant(s): **Jeremy S. Perkins**

Telephone Number: ( ) _____ Home (**314**)**504 2703** Cell

Work: **301 286 3463** Email: **jeremyshane@gmail.com**

Street Address of Property: **4410 Beechwood Rd**

Lot Number: **46** Block Number: **A** Section Number: _____

Person/Company Doing the Work: **Tony Sanchez, S&R Quality Custom Builders LLC**

Address/Phone: **6901 Westchester Drive, Temple Hills, MD 20748 240 278 1292**

Signature of Property Owner: _____ Date: **August 11, 2020**

**Description of Work**

Check all that apply:

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

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

Materials: _____

[**X** **Other**: (*Please Specify*): **Patio**

Dimensions: **18' - 9" x 9' - 0"**, Height at Apex: **Ground Level**

Materials: **Graded stone and Hanover Permeable Paver**

Please Specify Reason for Structure: **Outdoor area for entertaining and relaxing**

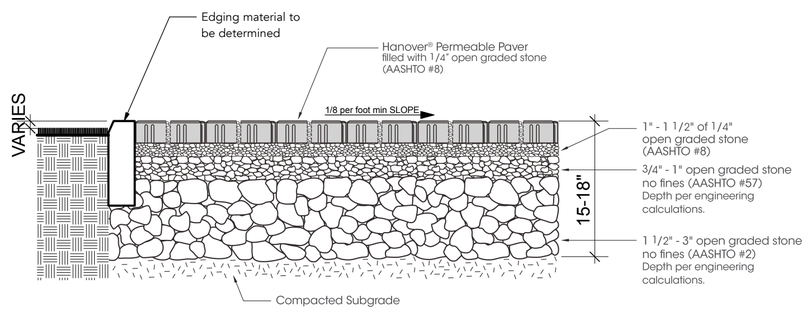
[ ] **POD or Dumpster** (check one) Unit will be placed on the property: _____ or on the street: _____

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

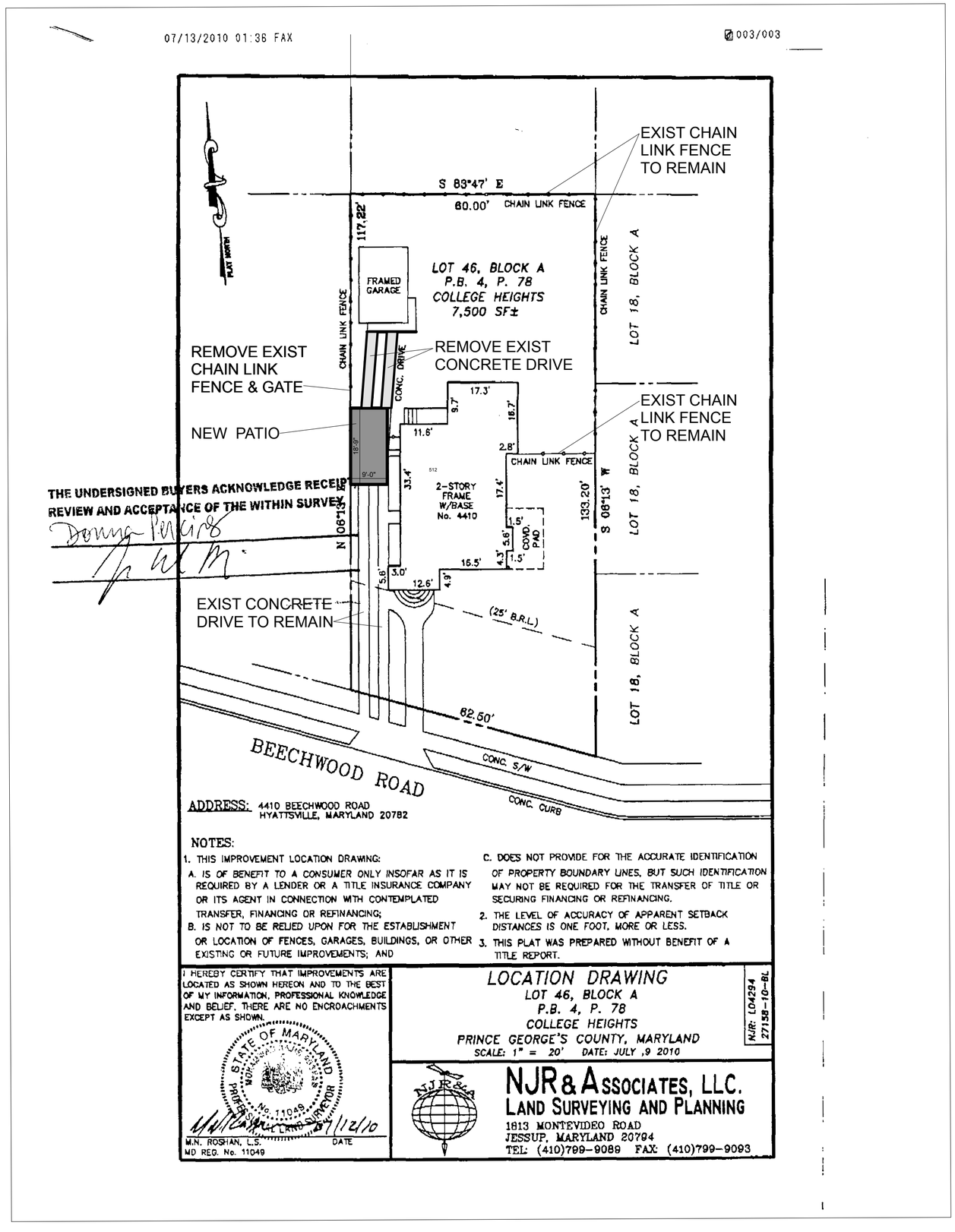
Permit and Non-Refundable Filing Fee Paid **($10 + 10% of County permit fee (if applicable))**= $ **$10.00**

***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.*

*Revised 5/2012*




2 PAVING DETAIL
Not To Scale




1 SITE PLAN
Scale: 1:20

# NEW PATIO
## PERKINS RESIDENCE
4410 BEECHWOOD ROAD, UNIVERSITY PARK, MD 20782

11 AUG 2020

# Agenda Item 5D
# Sturges Building Permit Application

# 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 # 3 Date Received: 8/10/20
Permit Application: Approved [ ]
Rejected [ ]
Check/Cash Amt.: $10
Permit Number: _____
Date Issued: _____

Name of Applicant(s): Richard A. Sturges and Devon Payne-Sturges

Telephone Number: (301) 779-6622 Home (571) 338-9725 Cell

Work: (703) 682-6556 Email: devenviron@comcast.net

Street Address of Property: 4403 Van Buren St

Lot Number: 10 Block Number: 14 Section Number: 3

Person/Company Doing the Work: Long Fence

Address/Phone: 1910 Betson Court Odenton, MD 301 261-3444

Signature of Property Owner: [signature] Date: 8-10-2020

**Description of Work**

Check all that apply:

[✓] **Fence**: Height: 4', Material: Wood, Style: Spaced picket w/ Mt. Vernon Dip

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

Materials: _____

[ ] **Other**: (*Please Specify*):

Dimensions: _____, Height at Apex: _____

Materials: _____

Please Specify Reason for Structure: to replace existing wooden fence that is deteriorating and old chain link fence

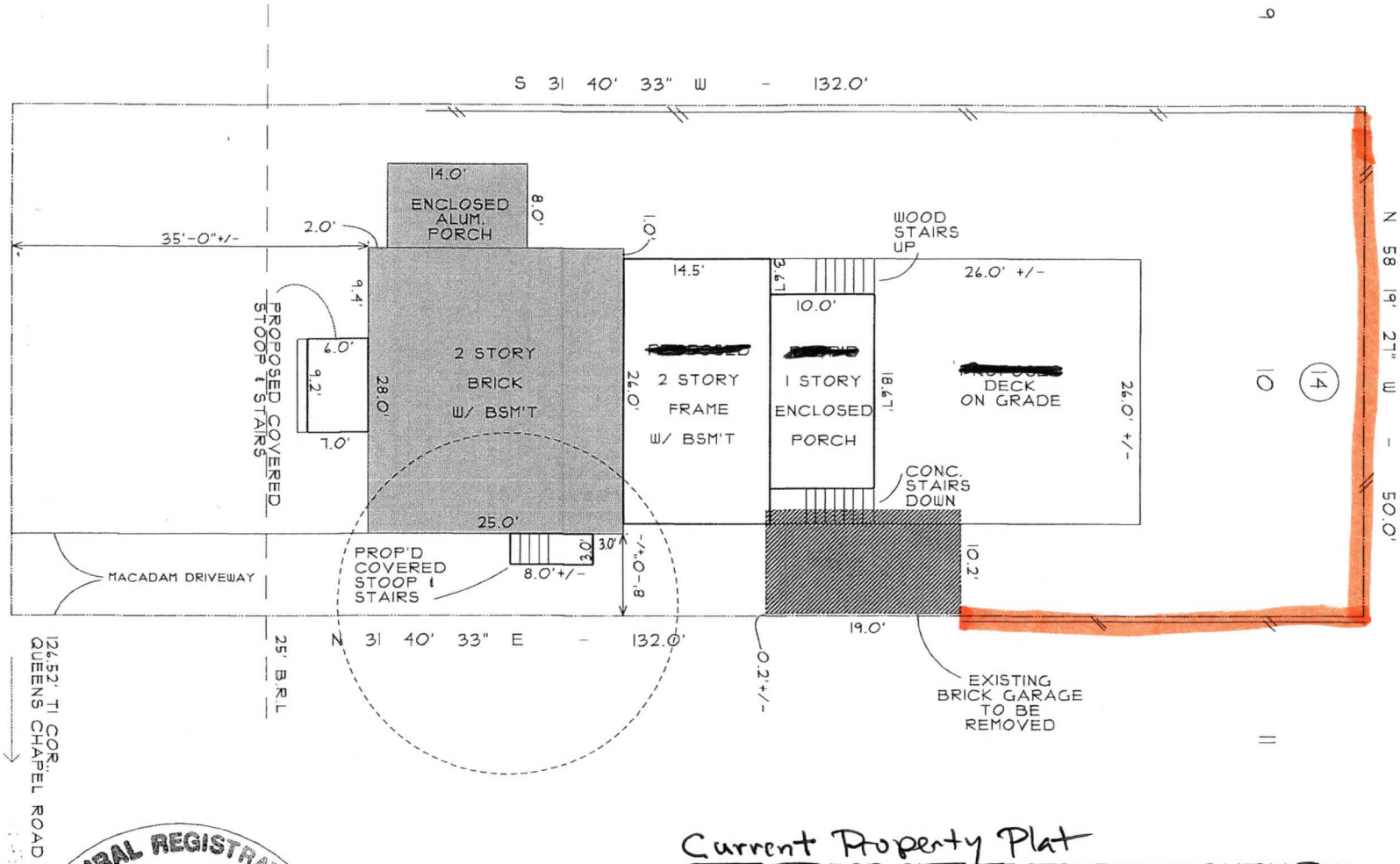
[ ] **POD or Dumpster** (check one) Unit will be placed on the property: _____ or on the street: _____

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

Permit and Non-Refundable Filing Fee Paid **($10 + 10% of County permit fee (if applicable))**= $ 10.00

***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.*

*Revised 5/2012*




Current Property Plat

KARL RIEDEL

REGISTERED ARCHITECT, MD, VA
40142 MAIN STREET
WATERFORD, VA 20197

PH: 540-882-4218

(ALL EXISTING DIMENSIONS AND LOT INFORMATION ARE TAKEN FROM "LOT IMPROVEMENT SURVEY" DATED 8-18-09 BY LIGHT, ELLIOT & ASSOCIATES, INC.)

N

1/16" = 1'-0"

SCALE IN FEET

STURGES RESIDENCE

4403 VAN BUREN STREET
UNIVERSITY PARK, MD

ZONE R-55
LOT#10
BLOCK #14
SECTION 3
PARCEL # 2123347

- fence to be replaced

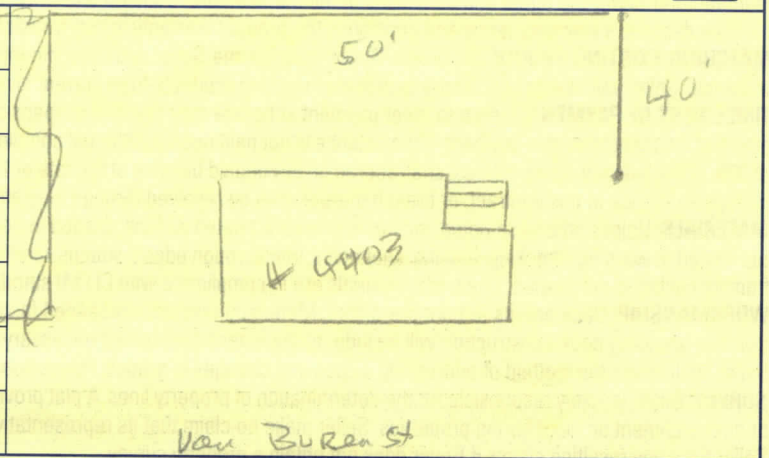
(800) 486-4283
MHIC # 9615, 9615-01, 9615-02
DC # 2116

# LONG® FENCE

Long Fence Company, Inc.
1910 Betson Court • Odenton, Maryland 21113
Ph: (301) 261-3444 • Ph: (410) 793-0600 • Fax: (301) 261-0643
www.longfence.com

Job No. _____
Order No. _____
Customer No. _____
Date 8-6-2020

BUYER'S NAME: Devon Payne-Sturges
STREET: 4403 Van Buren St.
CITY: University Park, Md. ST: ZIP: 20782
COUNTY: PG MAP Page/Grid
HM PH: WK PH. MR.
CELL: 301-395-6436 MS.
E-MAIL: devonvirone@comcast.net LEAD # 20RC4622




Long Fence Company, Inc. (herein called Seller) proposes to furnish materials, labor and equipment to install:

Approximately 90 of 4' high Spaced Picket ❑ Flat Top ❑ Monticello Arched Top ☒ Mt. Vernon Dip Top
❑ Lattice Top ❑ other —, style fencing. ☒ toe nail ❑ face nail ☒ 2 1/2 Bd. Spacing
The ❑ vertical boards ☒ pickets of the fence sections are to be: ☒ flat, ❑ dog eared ❑ colonial gothic ❑ gothic
❑ other 1" + 4", Framing to Face ☒ in ❑ out. Fence to be stepped ❑ yes ☒ no
Posts are 4 X 4 (4') . The posts are to be capped with Vinyl caps. There are 2 2 X 4 horizontal runners per section.
The gate posts are 6' X 6' X 4'. The gate posts are capped with _____ caps.
All wood to be pressure treated pine, unless otherwise specified.
There is/are to be — single gate(s) — wide X — high. The gate is to have a: ❑ Flat Top ❑ Monticello Arched Top
❑ Mt. Vernon
There is/are to be — double drive gate(s) — wide X — high. The gate is to have a: ❑ Flat Top
❑ Monticello Arched Top ❑ Mt. Vernon. All gates are to include hardware.
Gates to be constructed with 2 X 4 cedar horizontal supports. All posts are to be set 30" - 36" in the ground and Concrete.
Permits: ❑ County ☒ City Permit(s) will be obtained by ❑ Seller ☒ Buyer
Buyer to supply Seller with copy of house plat. (For permit use only)
Seller (☒ will) ( ❑ will not) take down and haul old fence of approximately 90' feet.
Property pins exposed? ❑ yes ☒ no Buyer to stake? ❑ yes ☒ no Order Survey? ❑ yes ☒ no.
Buyer responsible for property lines if no survey pins are in place.
Buyer ❑ has / ☒ has not provided Seller with a copy of applicable H.O.A. regulations related to fences and decks.

**Estimated Monthly Investment**
_____ Per Month
With Approved Credit

Additional options: Customer To Clear Brush for Fence Line

Photos

4403 Van Buren Replacement Fence Permit Application

Existing wooden fence that is deteriorating and old chain link fence to be replaced

New fence style – spaced picket with Mt. Vernon Dip

# Agenda Item 5E
# Madsen Building Permit Application

# 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 # 1 Date Received: 8/12/20
Permit Application: Approved [ ]
Rejected [ ]
Check/Cash Amt.: $10
Permit Number:
Date Issued:

Name of Applicant(s): A. Reese Madsen

Telephone Number: (301) 852-1470 Home (301) 852-1470 Cell

Work: Email: rcrmadsen@me.com

Street Address of Property: 4208 Sheridan Street UPMD 20782

Lot Number: 8 Block Number: 8 Section Number: 2

Person/Company Doing the Work: Myself & MN Residential Services

Address/Phone: 6307 Ale Avenue Riverdale, MD 301.395.9122

Signature of Property Owner: [signature] Date: 11 AUG 2020

**Description of Work**

Check all that apply:

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

[X] **Outbuilding**: Dimensions: 8' x 10' , Height at Apex: 8'

Materials: wood shed on concrete pad

[ ] **Other**: *(Please Specify)*:

Dimensions: , Height at Apex:

Materials:

Please Specify Reason for Structure: original 8'x8' shed disinegrating due to age (20+ years) and termite infestation

[ ] **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))**= $ 10

***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.*

*Revised 5/2012*

# HOUSE LOCATION

LOT 8 BLOCK 8

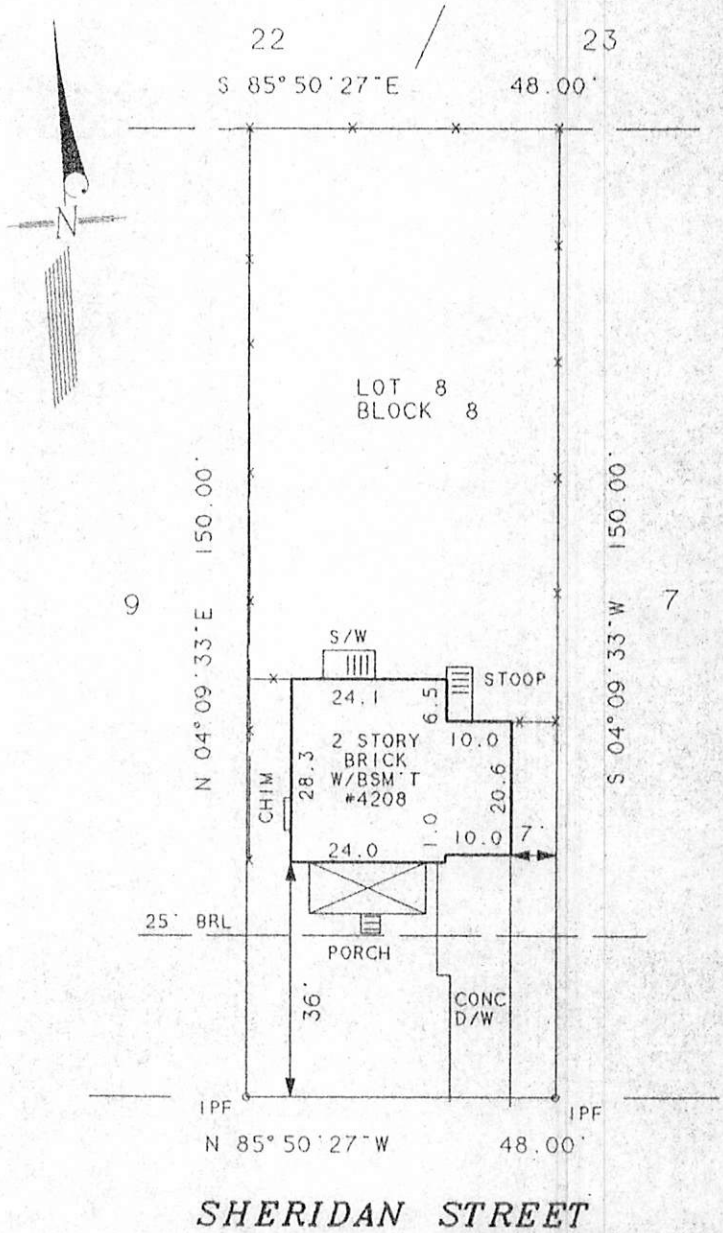
*SECTION TWO*

***UNIVERSITY PARK***

PRINCE GEORGE'S COUNTY, MD.

CASE M33783
98CBS-70318

THIS PROPERTY IS SHOWN IN FIRM ZONE C AS SHOWN ON COMMUNITY - PANEL NUMBER 245208-25 OF NATIONAL FLOOD INSURANCE MAP DATED 6/18/87



PLAT BOOK SDH 3 PLAT 5

ATTENTION USER: *SURVEY ORDER FORM* MUST BE ON FILE WITH BELTWAY SURVEYS *BEFORE* THIS DOCUMENT CAN BE USED.

I HEREBY CERTIFY THAT THE LOCATION OF THE SIGNIFICANT IMPROVEMENTS ON THE ABOVE DESCRIBED PROPERTY ARE AS SHOWN. THIS HOUSE LOCATION IS NOT TO BE USED OR RELIED UPON FOR THE ESTABLISHMENT OF ANY FENCE, GARAGE, BUILDING, OR OTHER EXISTING OR FUTURE IMPROVEMENTS. THIS PLAT 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 REFINANCING. THIS LOCATION IS OF BENEFIT TO A 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 REFINANCING.

4/22/98 William L. Clark

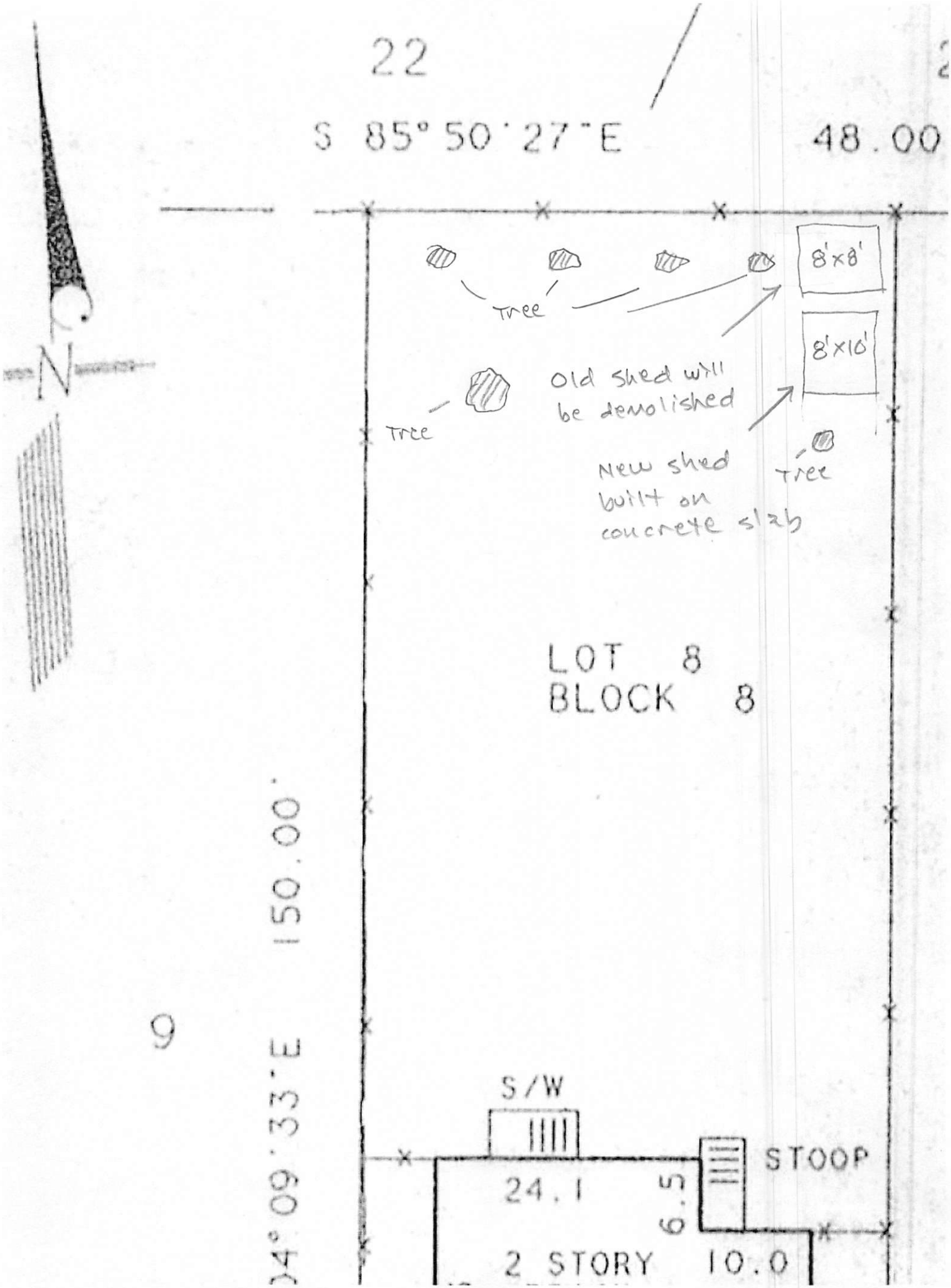
SCALE: 1" = 30' DATE: 4/22/98 DRAWN DEB

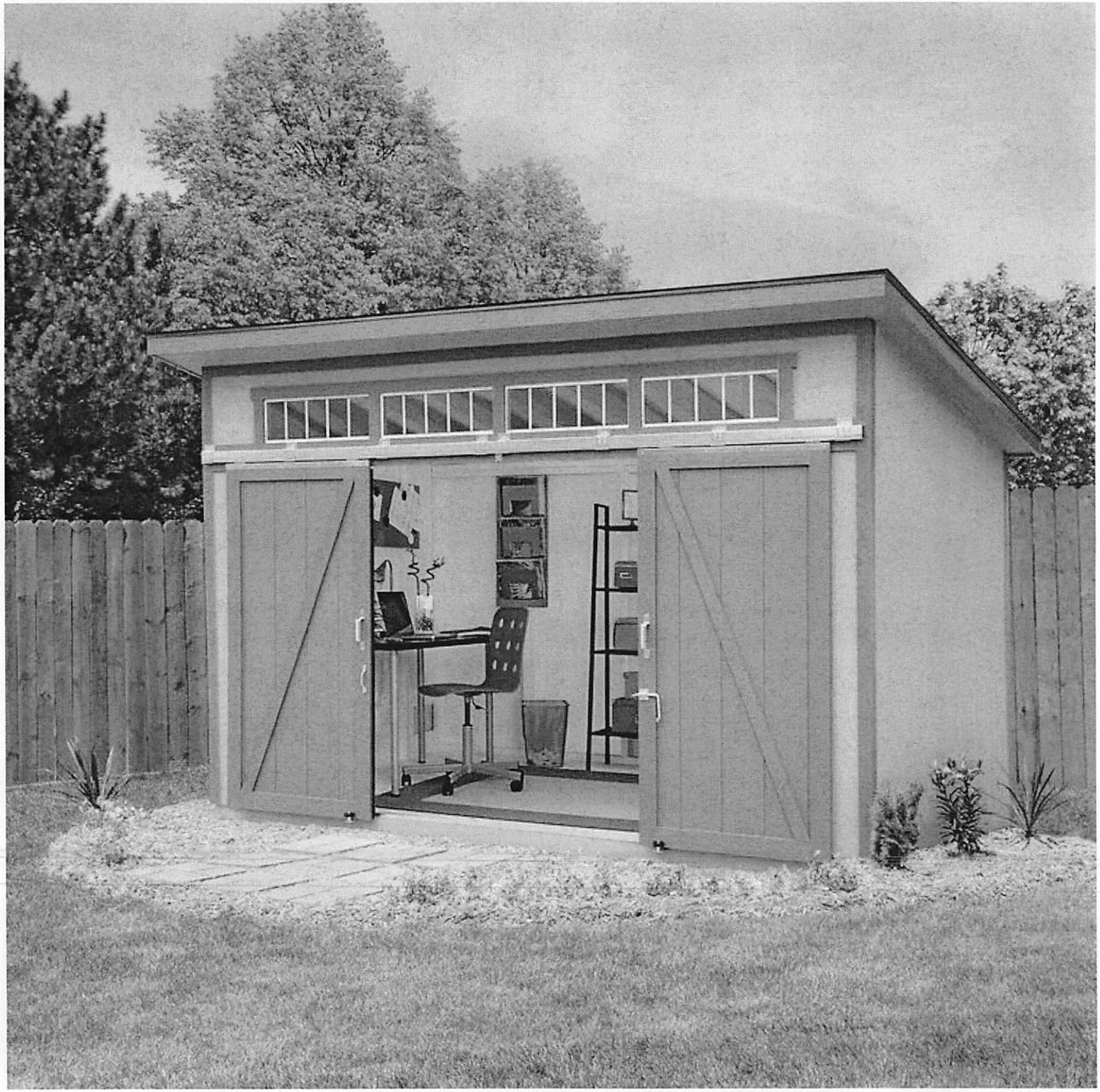

## BELTWAY SURVEYS

ENGINEERS PLANNERS SURVEYORS
5627 ALLENTOWN ROAD
CAMP SPRINGS, MARYLAND 20746
SUITE 104 (301)899-3440

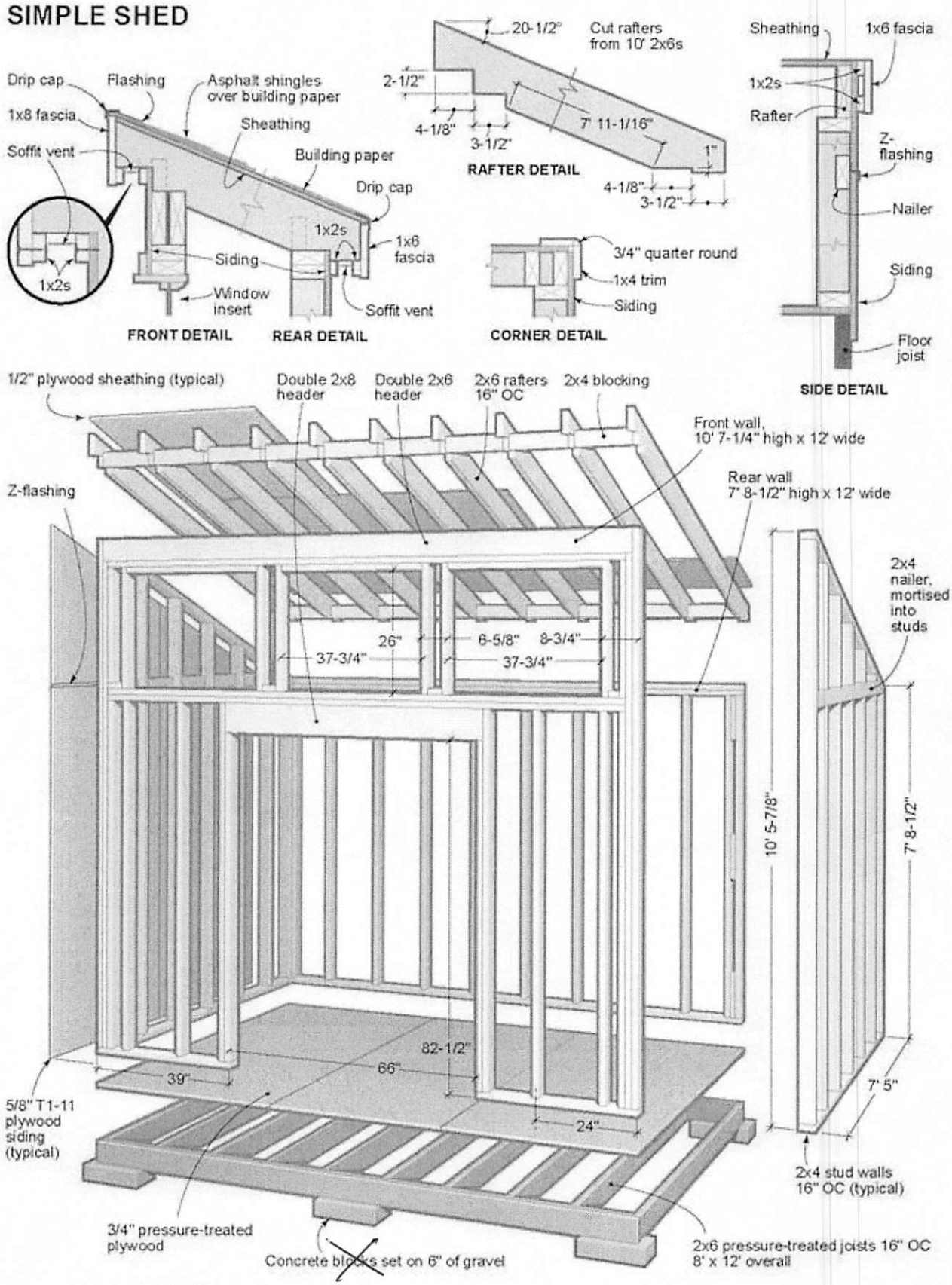

NOTES

ACCURACY OF SURVEY +\- 1'
NO TITLE REPORT WAS FURNISHED
PROPERTY CORNERS WERE NOT SET
FENCES SHOWN MAY MEANDER
PROPERTY CORNERS NEED TO BE SET TO DETERMINE EXACT LOCATION OF FENCES


22
S 85° 50' 27" E
48.00
N
8'x8'
8'x10'
Tree
Tree
Tree
Old shed will be demolished
New shed built on concrete slab
LOT 8
BLOCK 8
150.00'
9
S/W
STOOP
24.1
6.5
2 STORY
10.0



# SIMPLE SHED




concrete pad due to termites

# Agenda Item 5G
# Amend VeoRide Agreement

# INFORMATION REPORT

**To:** Mayor and Council
**From:** Suellen M. Ferguson, Town Attorney
**CC:** David Deutsch, Interim Town Administrator
**Date:** August 11, 2020

**Re: Extension of Pilot Program with Veoride, Approval of Amended Contract**

**ISSUE:**

The Town, in partnership with University of Maryland and the City of College Park, implemented a pilot program for micro-mobility vehicles with VeoRide that kicked off in late August 2019. An extension of one additional year of the micro-mobility pilot program was approved by the Mayor and Council in July, based on the fact that the program was disrupted due to the global pandemic. An amendment to the contract with Veoride was also approved in substantially the form attached to the packet information. One contract change was to modify the hours of operation to make all vehicle types available 24/7 in the City and the Town. The University of Maryland continued to limit hours of operation (5am-9pm) on campus.

During discussions this week to finalize the contract, VeoRide representatives indicated that developing a digital "no-ride zone" to enable running a two-tier system with respect to hours of operation was requiring more time than expected. To their knowledge, this is the only micro-mobility system that is required to provide this service, so this is not a standard option. As a result, VeoRide has requested a 90-day extension of the current 5:00 a.m. to 9:00 p.m. to allow additional time to develop a digital solution. Once the 90-day period has ended, the two-tier system will be implemented, hopefully through a digital solution but even without one.

**RECOMMENDATION**:

Staff recommends that the 90-day extension be granted to VeoRide, with the caveat that the two-tier system be implemented at the end of the period. Mayor and Council are asked to approve the following wording in Exhibit A, Terms of Service, to the VeoRide contract:

***Hours:*** *The Veo fleet will be operable between 5:00 a.m. and 9:00 p.m. on the UMD campus and in the City and the Town. The Parties and VEO recognize that the City and the Town seek operation of the Veo fleet 24 hours per day, seven days per week. Beginning at the latest by November 20, 2020, VEO shall operate the Veo fleet on the UMD campus between 5:00 a.m. to 9:00 p.m., and in the City and the Town 24 hours per day, seven days per week. Hours of operation may be adjusted by the Parties and VEO by agreement.*

# Agenda Item 5H
# MHAA Grant Agreement

# TOWN OF UNIVERSITY PARK

MAYOR
Lenford C. Carey

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

January 16, 2020

Jennifer Ruffner, Administrator
Maryland Heritage Areas Program
100 Community Place
Crownsville, MD 21032

Dear Jennifer:

Please find the executed Capital Grant Agreement for the Town's Project. Please let me know if you have any questions.

Sincerely

Daniel R. Baden
Treasurer

6724 Baltimore Avenue ♦ University Park, Maryland ♦ 20782-1198 ♦ (301) 927-4262
Fax: (301) 277-4548 ♦ TDD: 1-800-735-2258 ♦ Website: www.upmd.org ♦ E-mail: townhall@upmd.org

Larry Hogan, Governor
Boyd Rutherford, Lt. Governor

Robert S. McCord, Secretary
Sandy Schrader, Deputy Secretary

# Maryland
## DEPARTMENT OF PLANNING
## MARYLAND HISTORICAL TRUST

RECEIVED
JAN 16 2020

January 10, 2020

Mr. Daniel Baden
Treasurer
Town of University Park
6724 Baltimore Ave
University Park, MD 20782

Dear Mr. Baden:

Enclosed please find the FY2020 MHAA Capital Grant Agreement for the project entitled "University Park-Adelphi Rd Connectivity Project". This Agreement must be signed where indicated by a person legally authorized to enter into contracts for the Town of University Park. Within 30 days, please return this hard copy of the Grant Agreement, with original signatures, to my attention at the Maryland Historical Trust.

As soon as our Attorney and Agency Head sign the Agreement, we will return a fully executed electronic copy of the Agreement to you for your files.

May I also suggest reviewing and familiarizing yourself with the MHAA Grants Manual, which is posted online at https://mht.maryland.gov/documents/PDF/grants/MHAA%20Grants%20Manual.pdf. This Manual helps clarify a number of important topics such as policies, reporting requirements, as well as financial documentation requirements.

We look forward to continuing our work with you on this important project.

Sincerely,

for Jennifer Ruffner
Administrator
Maryland Heritage Areas Program

Enclosures

# MARYLAND HERITAGE AREAS AUTHORITY GRANT PROGRAM
# GRANT AGREEMENT

This Grant Agreement (this "**Agreement**") is entered into as of the Effective Date (defined in Section 1.b below), by and between the Maryland Heritage Areas Authority, an instrumentality of the State of Maryland as part of the Department of Planning of the State of Maryland ("**MHAA**") and Town of University Park, a local government, organized and existing under the laws of Maryland, with its principal office located at 6724 Baltimore Avenue, University Park, MD 20782 (the "**Grantee**").

## RECITALS

A. MHAA is authorized under Section 13-1113 of the Financial Institutions Article of the Annotated Code of Maryland, as amended (the "**Act**") and the regulations set forth in the Title 14, Subtitle 29, Chapter 02 of the Code Of Maryland Regulations (the "**Regulations**") to make grants from the Maryland Heritage Areas Authority Financing Fund (the "**Fund**") to local jurisdictions or other eligible entities to develop management plans for certified heritage areas and for planning, design, acquisition, development, preservation, restoration, interpretation marketing, or programming of certified heritage areas (the "**Program**"), as further described in the MHAA Grant Program Guidelines (the "**Guidelines**"), and the MHAA Grant Program Manual (the "**Manual**"), as may be amended from time to time, and which are posted online at https://mht.maryland.gov/heritageareas.shtml;

B. Grantee has applied to MHAA for a grant from the Program for the project described herein (the "**Grant Application**"); and

C. In reliance upon the information contained in the Grant Application, MHAA has determined that the proposed project is consistent with the provisions of the Act, the Regulations, and the Guidelines, and has approved an award of grant funds for the project on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHAA and Grantee agree as follows:

**1. Grant and Project Terms.**

a. Grant Purpose. The purpose of this Agreement is to provide the Grantee with funds in an amount not to exceed $40,750.00 (the "**Grant**") to assist the property known as the University Park Town Park, located at 6400 Wells Parkway, University Park, MD 20782 (the "**Property**"), for the activities set forth and described in **Exhibit A** of this Agreement (the "**Project**"), as further described in the attached **Exhibit A – Project Requirements** (the "**Scope of Work**"). Grantee shall use the Grant only for the activities authorized in **Exhibit A**, and shall operate the Project in accordance with the Act, the Regulations, the Guidelines and Manual, and the terms and conditions of this Agreement.

b. Grant Term. This Agreement is effective as of the date it is executed by MHAA (the "**Effective Date**"), and shall terminate the later of (i) twenty-four months following the Effective Date, or (ii) MHAA's receipt and approval of the Project Completion Report as set forth in Section 9.c of this Agreement (the "**Termination Date**").

c. Project Timetable. Grantee may commence on the Project Commencement Date and shall diligently pursue completion of the Project by the Project Completion Date set forth in the **Exhibit A** (the "**Project Timetable**").

d. Extensions. At its discretion, MHAA may extend any date set forth in the Project Timetable, provided that the Grantee demonstrates to MHAA's satisfaction that the circumstances warrant such extension. An extension may be offered by MHAA in writing or by email, and shall be deemed to be accepted by Grantee if Grantee fails to refuse the extension in writing or by email within ten (10) calendar days from the date the extension is offered. The requirements related to Project Timetable extensions are set out in the Manual.

e. Project Consultants. Upon MHAA's request, the Grantee shall submit for MHAA's review and approval the professional qualifications of any person or entity contracted or retained to undertake any portion of the Project.

**2. Grantee's Contribution.**

Grantee shall provide an equity contribution to the Project satisfactory to MHAA (the "**Grantee's Contribution**"), in an amount at least equal to the Grant, either in the form of cash, or a combination of cash in an amount not less than 75% of the Grant and an in-kind contribution equivalent to not less than the remainder of the Grant, as further described in **Exhibit A – Special Conditions: Grantee's Contribution,** and in the budget set forth in **Exhibit B** (the "**Project Budget**"). Grantee's Contribution shall be used to pay for Project expenses described in the Project Budget. Grantee's Contribution may include funds derived from other non-State public or private sources; provided however, that no State funds may be used for any part of the Grantee's Contribution. If the source of equity comprising Grantee's Contribution is reduced or otherwise becomes unavailable, Grantee shall replenish such equity source in order to remain compliant with the requirements of this Section. As part of Grantee's Project Completion Report, Grantee must provide to MHAA such information and documentation regarding Grantee's Contribution in form and content as may be required or requested by MHAA.

**3. Grant Documents.**

The following documents shall be executed in connection with the Grant, which documents shall be satisfactory in form and substance to MHAA:

a. This Agreement;

b. An Assurance of Compliance (Attachment 1), unless Grantee is a religious organization;

c. If Grantee is a religious organization, a Fair Practices Certification (Attachment 1);

d. If Grantee is a non-profit entity, a Contract Affidavit (Attachment 2);

e. If Grant Amount is equal to or more than $90,000, a Minority Business Enterprise Plan (**Attachment 3**) must be submitted and approved by MHAA; and

f. Any other document or instrument that may be required by MHAA.

4. **Easement and Preservation Requirements for Capital Projects.**

If required in **Exhibit A – Special Conditions: Easement and Preservation Requirements**, Grantee shall execute, or cause the owner of the Property to execute an easement or preservation agreement, or a modification of these documents, satisfactory in form and content to the Maryland Historical Trust ("**MHT**"). The requirements related to easements and preservation are set out in the Guidelines and Manual.

5. **Expenditure of Grant Proceeds.**

All Grant funds shall be expended on or before the Project Completion Date.

a. Grantee shall expend the Grant in accordance with the Project Budget. The addition or deletion of line items in the Project Budget must be approved by the MHAA staff member set forth in Section 17.a. of this Agreement, who shall serve as the project monitor for this Project (the "**Project Monitor**").

b. All costs incurred by Grantee before the Effective Date of this Agreement and before MHAA's approval of the release of the Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense. Grantee's rights to be reimbursed with Grant proceeds shall be governed by the provisions of this Agreement. Grantee may incur Project expenses commencing on the Project Commencement Date.

c. If the Project is completed for an amount less than that reflected in the Project Budget, the amount of the Grant may be reduced and Grantee shall return all unexpended Grant funds to MHAA.

d. MHAA must approve changes to the Project Budget as noted in Section 5.a above, the Scope of Work, or any other material term of this Agreement as determined by MHAA. The requirements related to amendments to the Project Budget and the Scope of Work are set out in the Manual.

6. **Construction Requirements. Historic Properties.**

a. If the Property is listed in or eligible for listing in the Maryland Register of Historic Properties and the Project (i) is being financed by the State, including State tax credits; or (ii) is subject to an existing easement held by MHT; or (iii) will be subject to an easement required in **Exhibit A – Special Conditions: Easement and Preservation Requirements,** then, prior to any construction, reconstruction, improvement, enlargement, alteration, demolition or ground disturbance on the Property (collectively, the "**Work**"), Grantee shall have obtained all required approvals from MHT of the Work and the Project plans and specifications . Grantee shall construct the Project in accordance with any plans and specifications approved by MHT. No changes may be made to the plans and specifications, to the contracts for construction of the Project, or in construction of the Project without the prior written approval from MHT. Grantee shall ensure that all Work performed on historic properties is consistent with the Secretary of the

Interior's Standards for the Treatment of Historic Properties (36 CFR 68), as determined by MHT. The requirements relating to MHT Project review and approvals are set out in the Manual.

b. Prior to commencing work on the Property

(i) Grantee shall obtain all necessary certifications, permits, licenses, and approvals and satisfaction of all requirements otherwise necessary to commence the work.

(ii) On or before the Project Completion Date, Grantee shall obtain all necessary certifications, permits, licenses, and approvals and satisfy all requirements necessary to operate the Project.

(iii) Grantee shall cause the Property to be insured against loss or damage;

(iv) During the term of the Agreement, Grantee shall permit MHAA and MHT, its agents and employees to enter upon and inspect all work performed in connection with the Project. All work performed in connection with the Project is subject to approval by MHAA and MHT;

(v) Grantee shall ensure that all work performed in connection with the Project shall be performed in a good and workmanlike manner and shall comply with all applicable local, state and federal laws and ordinances; and

(vi) No approvals or inspections by MHAA or MHT of the Project during construction shall constitute a warranty or representation by MHAA or MHT, or any of their agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any staff, agent representative or designee of MHAA and MHT are performed solely for the benefit of MHAA and MHT to assure the proper expenditure of the Grant and are not for the benefit of any other person.

7. **Disbursement of Grant Proceeds.**

a. Provided that Grantee is not in default under this Agreement, MHAA shall disburse the Grant to Grantee as the Project progresses, based upon requests for disbursement (a "**Request for Disbursement**") submitted by Grantee through MHT's online grants software system. All Requests for Disbursement shall be satisfactory to MHAA and shall identify all costs incurred for which the disbursement is being sought. Grantee shall provide such additional supporting documentation as may be required by MHAA.

b. MHAA shall not disburse the Grant until Grantee has complied with the following conditions:

(i) Grantee has complied with the Special Conditions set forth in **Exhibit A** to this Agreement, and all other terms and conditions of the Grant to MHAA's satisfaction; and

(ii) If Grantee is a nonprofit entity, Grantee has submitted its articles of incorporation, bylaws, and a corporate resolution accepting the Grant and authorizing one or more individuals to execute the Grant documents, and be in good standing and duly registered to do business in the State with the Maryland Department of Assessments and Taxation; and

c. The final disbursement of Grant funds will be disbursed to Grantee in accordance with a Request for Disbursement upon:

(i) Grantee's completion of the Project to the satisfaction of MHAA;

(ii) Grantee's submission of a Project Completion Report (as defined in Section 9) on or before the due date set forth in the Project Timetable (the "**Project Completion Report Due Date**"), acceptable to MHAA in form and content, which includes information evaluating the effectiveness of the Project;

(iii) Grantee's submission of final financial documentation of the Grant, in accordance with the Manual. Such submission shall be satisfactory in form and content to MHAA; and

(iv) If applicable, Grantee shall have executed, or caused the owner of the Property to execute an easement, a preservation agreement, or a modification of such documents, in the form provided by MHAA.

d. The requirements related to Requests for Disbursement are set out in the Guidelines and Manual.

**8. Default and Remedies.**

a. A default under this Agreement shall occur if:

(i) Grantee fails to comply with any of the covenants, agreements, or certifications made by the Grantee in this Agreement, or in an easement, a preservation agreement or a modification of these documents with respect to the Property;

(ii) At any time any representation or warranty made by Grantee in connection with the Grant, the Agreement, or the Grant Application shall be incorrect in any manner;

(iii) Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report required under the Agreement, the Grant Application, for a Request for Disbursement, or affecting the Grant in general;

(iv) The Grant funds are not spent in accordance with the terms of this Agreement;

(v) Grantee is in default under any other agreement related to the Project or, if applicable, the Property which, in MHAA's sole discretion, may have an adverse material impact on the Project;

(vi) At any time during the period of the Grant, there is pending or ongoing litigation with respect to Grantee's performance of any duties or obligations in connection with the Project or the Grant which may jeopardize or adversely affect this Agreement or the Project;

(vii) With respect to a Project involving any type of construction, before the Project is completed and the final disbursement of the Grant has been made, all or any portion of the Property is sold, leased, subleased, assigned, transferred, disposed of, or otherwise conveyed without the prior written consent of MHAA, if applicable;

(viii) At any time an easement or preservation agreement required pursuant to this Agreement is determined, by court finding or otherwise, not to be legally enforceable by MHT for any reason, if applicable.

(ix) Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHAA;

(x) Grantee has not expended the Grant funds necessary to complete the Project by the Project Completion Date; or

(xi) Grantee has not provided the Grantee's Contribution to MHAA's satisfaction.

b. MHAA shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default.

c. Upon the occurrence of a default that continues beyond the 30-day cure period, MHAA shall have the right to:

(i) Reduce the amount of the Grant or withhold disbursement of the Grant;

(ii) Demand repayment of the Grant from Grantee in whole or in part; and/or

(iii) Terminate this Agreement by written notice to Grantee.

d. In the event of MHAA's termination of the Agreement:

(i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not disbursed;

(ii) MHAA may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement;

(iii) In addition to the rights and remedies contained in this Agreement, MHAA may at any time proceed to protect and enforce all rights available to MHAA by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement;

(iv) Defaults under an easement or preservation agreement required under this Agreement shall be governed by the appropriate provisions of the easement or preservation agreement; and

(v) Upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, MHAA's right to terminate this Agreement shall be immediate.

9. **Records and Reports.**

a. Grantee and any contractors or subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MHAA of all transactions relating to the receipt and expenditure of the Grant for the Project. All of these books, accounts, and records shall be open to the inspection of MHAA's representatives or other agencies of the State during reasonable working hours before, during, and after the period of time during which the Grant proceeds are expended. Grantee shall make its administrative offices and personnel, whether full-time, part-time, consultants, or volunteers, available to MHAA upon request.

b. Books, accounts, and records of the Grantee and its contractors and subcontractors related to the Grant and the Project shall be maintained and made available to MHAA or MHAA's representative(s) for inspection for up to 5 years after either the date of Grantee's final expenditure of Grant funds or the termination of this Agreement, whichever is later.

c. Grantee shall submit a mid-project report (a "**Mid-Project Report**") by the due date set forth in the Project Timetable (the "**Mid-Project Report Due Date**"). Upon request by MHAA, Grantee shall submit progress reports through MHT's online grants software system, or as otherwise directed by the Project Monitor. The requirements related to the Mid-Project Report and the progress reports are set out in the Guidelines and Manual.

d. Either the Project Monitor or Grantee may request and hold joint meetings for the purpose of reviewing the progress and conduct of the Project.

e. Should the Grantee at any time determine that the Project will not meet established goals within the Project Timetable, the Grantee shall immediately forward a written report to, or call for a special meeting with the Project Monitor to determine what actions need to be taken.

f. The Grantee shall submit a project completion report (a "**Project Completion Report**") by the Project Completion Report Due Date, which report must be approved by MHHA prior to the release of the final disbursement of Grant funds. The requirements related to the Project Completion Report are set out in the Guidelines and Manual.

g. In addition to the requirements set forth above, Grantee shall provide MHAA with such additional records, reports, and other documentation as may be required by MHAA.

**10. General and Special Covenants.**

a. In carrying out the Project, Grantee agrees to accept technical assistance from MHAA or MHT if MHAA or MHT deems it necessary.

b. Grantee agrees that Grantee shall carry out the Project in compliance with the Manual, as may be amended from time to time. Grantee acknowledges receipt of the Manual, which Manual is hereby incorporated by reference in this Agreement.

c. The Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project. This responsibility may include, but is not limited to, compliance with local zoning, building, and public safety codes, review by local historic preservation commissions, and federal and State licensing, permitting, and environmental requirements.

d. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, AND IN CONSIDERATION FOR THE GRANT PROVIDED UNDER THIS AGREEMENT, GRANTEE IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE GRANTEE. AT ANY TIME AFTER AN EVENT OF DEFAULT UNDER THIS AGREEMENT, THE GRANTEE HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD WITHIN THE STATE OF MARYLAND TO APPEAR FOR GRANTEE IN ANY COURT OF THE STATE OF MARYLAND IN ONE OR MORE PROCEEDINGS OR BEFORE ANY CLERK THEREOF, AND CONFESS JUDGMENT AGAINST THE GRANTEE WITHOUT PRIOR NOTICE OR OPPORTUNITY FOR PRIOR HEARING, IN FAVOR OF MHAA FOR AN AMOUNT EQUAL TO THE GRANT (OR THE DISBURSED PORTION OF THE GRANT IF NOT FULLY DISBURSED), PLUS ALL OTHER AMOUNTS DUE AND PAYABLE BY THE GRANTEE AS SET FORTH HEREIN, COSTS OF SUIT, AND REASONABLE ATTORNEYS' FEES.

e. The Grantee grants to MHAA and MHT the non-exclusive intellectual property right to use any work that Grantee may create, make or develop that is funded in whole or in part by the Grant, including but not limited to articles, books, papers, reports. drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork and computations (collectively, the "**Work**"). MHAA and MHT shall have the right to use the Work without restriction or limitation, and without compensation to Grantee.

## 11. Grantee's Support Acknowledgments.

With respect to all Project related (i) public events such as interviews, ground breaking ceremonies, dedications, media events; and (ii) materials such as press releases, brochures, video productions, installation of exhibits, signage, web pages, and any other materials which are developed with the assistance of the Fund under the Grant:

a. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of MHAA support, along with the MHAA logo, in the following format:

> This Project has been financed in part with State Funds from the Maryland Heritage Areas Authority, an instrumentality of the State of Maryland. However, Project contents or opinions do not necessarily reflect the views or policies of the Maryland Heritage Areas Authority.

b. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of the local heritage area technical support identifying the name of the local heritage area, along with the logo of the local heritage area.

c. Grantee shall consult with MHAA if issues arise regarding incorporation of the acknowledgments in the Project materials.

d. The Grantee shall obtain review and approval of the materials listed above which are funded by the Grant prior to production of such materials.

## 12. Grantee's Certifications.

By executing the Agreement, Grantee certifies to MHAA that:

a. Grantee is qualified to do business in the State of Maryland, as either a domestic or foreign corporation, and will take such action as may be necessary from time to time to remain so qualified through the Termination Date.

b. This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;

c. The representations, statements, and other matters contained in the Grant Application and this Agreement are and remain materially true and complete in all material respects;

d. If applicable, Grantee has obtained, or has reasonable assurances that it will obtain, all federal, State, and local government approvals, permits, and reviews which may be required for the Project;

e. None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project; and

f. Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

**13. <u>Nondiscrimination Provisions; Equal Opportunity Compliance.</u>**

a. Grantee may not discriminate, and certifies that it prohibits discrimination in leasing or otherwise providing dwelling or public accommodations or in any other aspect of the development, administration, or operation of the Project, or in any aspect of employment by the Grantee or contractor of the Project, on the basis of:

(i) Age or sex (except with respect to residents in elderly projects or when age or sex constitutes a bona fide occupational qualification); or

(ii) Race, color, creed, political or religious opinion or affiliation, national origin, sex, sexual orientation, marital status, or physical or mental handicap of a qualified handicapped individual.

b. Grantee shall comply with the requirements and provisions of the Maryland Department of Planning Assurance of Compliance, attached to this Agreement as **Attachment 1**.

c. Grantee shall comply with all applicable federal, State, and local laws and departmental policies and programs regarding discrimination and equal opportunity in employment, housing, and credit practices, including MHAA's Minority Business Enterprise Program, as amended, if Grantee does not have its own minority business participation program which is acceptable to MHAA.

d. Upon MHAA's request, Grantee will submit to MHAA information relating to its operations, with regard to political or religious opinion or affiliation, sexual orientation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin on a form to be prescribed by MHAA.

**14. Indemnification.**

Grantee releases MHAA from, agrees that MHAA shall not have any liability for, and agrees to protect, indemnify, and hold MHAA harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against MHAA as a result of or in connection with the Project. All monies expended by MHAA as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, including reasonable attorney's fees, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MHAA. This Section shall survive the term of this Agreement.

**15. Environmental Certification and Indemnification.** Grantee makes the following certifications and indemnification regarding the environmental conditions on the Property:

a. Grantee shall (i) not cause or allow any hazardous materials to be placed on the Property in violation of federal, state or local laws; (ii) carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may exist on or be placed on the Property; and (iii) ensure that, to the Grantee's best knowledge, the Property is in compliance with all applicable federal and state environmental laws and regulations.

b. Grantee shall comply with all federal, state, and local laws and requirements concerning the treatment and removal of hazardous materials including lead paint from the Property.

c. Grantee shall indemnify and hold MHAA, its employees and agents harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify MHAA shall survive the term of this Agreement.

**16. Insurance.** Grantee shall carry hazard, general commercial liability, general contractor or flood insurance with respect to the Property or the Project. The requirements related to insurance coverages are set out in the Guidelines and Manual. Grantee shall provide satisfactory evidence of such insurance coverages upon request by MHAA.

**17. Notices.**

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing, or submitted electronically to MHT's online grants software system, pursuant to directions to be provided by MHAA. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

a. Communications to MHAA shall be mailed to the Project Monitor or such other person as may be designated by MHAA:

Maryland Heritage Areas Authority
Maryland Historical Trust
100 Community Place
Crownsville, Maryland 21032
Attn: Jennifer Ruffner, Project Monitor

b. Communications to Grantee shall be mailed to:

Daniel Baden
Treasurer
Town of University Park
6724 Baltimore Ave
University Park, MD 20782

**18. Further Assurances and Corrective Instruments.** Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by MHAA to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

**19. Amendment.** Except as provided in Section 1.d. above, minor amendments to this Agreement, may be amended from time to time upon written or emailed request for amendment from either party to the Agreement, and written or emailed response agreeing to the amendment from the other party. Significant and material amendments to this Agreement shall be evidenced by a written instrument executed by both of the parties.

**20. Assignment.** This Agreement may not be assigned without MHAA's prior written approval.

**21. Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.

**22. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.

**23. Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the Effective Date of this Agreement are applicable to this Agreement.

**24. Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland (the "**State**").

**25. Costs.** Grantee shall bear all costs incident to the Grant including, without limitation, if applicable, fees for title insurance, property insurance, or other required insurance coverages, recordation fees, and Grantee's attorneys' fees, if any.

**26.** **Acceptance.** Grantee's acceptance of this Agreement shall constitute Grantee's unconditional agreement to comply with the terms and provisions herein, and shall be indicated by signing this Agreement in the place provided below and returning it to MHAA to the attention of the Project Monitor.

**27.** **No Warranty or Representation.** Neither the approval by MHAA, nor any subsequent inspections or approvals of the Project during construction, shall constitute a warranty or representation by MHAA or any of its agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any agent representative or designee of MHAA are performed solely for the benefit of MHAA to assure the proper expenditure of the Grant and are not for the benefit of any other person.

**28.** **Voluntary Termination.** MHAA and Grantee shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to the other party. In the event of voluntary termination by MHAA, Grantee's authority to request disbursements shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not yet disbursed to Grantee. At the time of termination, Grantee shall return to MHAA any funds disbursed to Grantee but not yet expended by Grantee as authorized by this Agreement.

**WITNESS** our hands and seals, all as of the Effective Date.

**ATTEST/WITNESS:**

(Signature)

**TOWN OF UNIVERSITY PARK**

By: _____ (SEAL)

Name: Lanford C. Carey

Title: Mayor

**WITNESS:**

_____
(Signature)

**MARYLAND HERITAGE AREAS AUTHORITY**

By: _____
Jeffrey Cann
Assistant Secretary of Operations, Department of Planning
Designee for the Chairman
Maryland Heritage Areas Authority

_____
Date of Execution on behalf of MHAA
(Effective Date)

Approved for form and legal sufficiency this _____ day of _____, 20___

_____
Assistant Attorney General

Attachments:

| | |
|---|---|
| Exhibit A | Project Requirements |
| Exhibit B | Project Budget |
| Attachment 1 | Assurance of Compliance |

**WITNESS** our hands and seals, all as of the Effective Date.

**ATTEST/WITNESS:**

(Signature)

**TOWN OF UNIVERSITY PARK**

By: _____ (SEAL)

Name: Lenford C. Carey

Title: Mayor

**WITNESS:**

_____
(Signature)

**MARYLAND HERITAGE AREAS AUTHORITY**

By: _____
Jeffrey Cann
Assistant Secretary of Operations, Department of Planning
Designee for the Chairman
Maryland Heritage Areas Authority

_____
Date of Execution on behalf of MHAA
(Effective Date)

Approved for form and legal sufficiency this _____ day of _____, 20___

_____
Assistant Attorney General

Attachments:

| | |
|---|---|
| Exhibit A | Project Requirements |
| Exhibit B | Project Budget |
| Attachment 1 | Assurance of Compliance |

# EXHIBIT A

## PROJECT REQUIREMENTS

### SCOPE OF WORK

Grant funds and Grantee's Contribution will be used by the Grantee as follows:

**Project Summary:**
The Grant and Grantee's Contribution will support the installation and construction of a new section of trail at the Property, including site work, new trail construction, the removal and replacement of an existing section of trail, and the purchase and installation of interpretive signage, benches, and a water fountain and path. The trail will be located on the north side of Wells Run in University Park, thereby linking the Anacostia Tributary Trails System, east to west, across Adelphi Road.

The scope of work is further described in **Exhibit B** – Project Budget.

**Property Description:**
University Park Town Park
6400 Wells Parkway
University Park, MD 20782

### PROJECT TIMETABLE

| | |
|---|---|
| 7/11/2019 | "**PROJECT COMMENCEMENT DATE**": Unless otherwise approved by the Project Monitor in accordance with the terms of the Agreement, Grant funds and Grantee's Contribution may be used for approved Project costs incurred on or after this date. |
| 3/31/2020 | "**MID-PROJECT REPORT DUE DATE**": Grantee must submit online a Mid-Project Report (as described in Section 9 of the Agreement and in the Manual), including all required financial documentation with a completed Request for Disbursement. |
| 8/31/2020 | "**PROJECT COMPLETION DATE**": All work items detailed in **Exhibit A** completed. All Project costs to be reimbursed by Grant funds must be incurred. |
| 10/30/2020 | "**PROJECT COMPLETION REPORT DUE DATE**": Grantee must submit to Project Monitor a Project Completion Report (as described in Section 9 of the Agreement and in the Manual), including all Project deliverables as well as all required financial documentation, with a completed Final Request for Disbursement. Failure to submit the Project Completion Report may result in the forfeiture and/or recapture of Grant funds. |

**GRANTEE'S CONTRIBUTION**

| | |
|---|---|
| MHAA GRANT | $40,750.00 |
| GRANTEE'S REQUIRED CASH CONTRIBUTION | $40,750.00 |
| GRANTEE'S REQUIRED IN-KIND CONTRIBUTION | $0.00 |
| GRANTEE'S TOTAL REQUIRED CONTRIBUTION | $40,750.00 |

# Exhibit B

## PROJECT BUDGET

| Line Item No. | Work Item (Description) | Grant Funds | Grantee's Contribution: Cash Match | Grantee's Contribution: In-Kind Match | Other Project Costs | Total Project Cost |
|---|---|---|---|---|---|---|
| 1 | Trail Construction - Sitework, trail construction, existing trail removal and replacement. | $25,668.50 | $25,668.50 | | | $51,337.00 |
| 2 | Interpretive Signage | $2,250.00 | $2,250.00 | | | $4,500.00 |
| 3 | Benches | $2,750.00 | $2,750.00 | | | $5,500.00 |
| 4 | Path and Fountain | $10,081.50 | $10,081.50 | | | $20,163.00 |
| | TOTALS | **$40,750.00** | **$40,750.00** | **$0.00** | **$0.00** | **$81,500.00** |
| | | | **Total Match** | **$40,750.00** | | |

## ATTACHMENT 1

## ASSURANCE OF COMPLIANCE WITH EEO, CIVIL RIGHTS, AND DRUG AND ALCOHOL-FREE WORKPLACE REQUIREMENTS

Town of University Park (hereinafter called "**Grantee**"), having its principal address at 6724 Baltimore Avenue, University Park, MD 20782,

HEREBY AGREES THAT IT WILL COMPLY WITH:

A. Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) (collectively, the "**Acts**"), to the end that, in accordance with the Acts, no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. Section 504 of the Rehabilitation Act of 1973, as amended, requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance. Guidelines for the implementation of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended shall be carried out in accordance with relevant Department of the Interior regulations published in 43 CFR 17 and the instructions specified in Chapter 10 of the Historic Preservation Fund Grants Manual.

B. Title VII of the Civil Rights Act of 1964, as amended, to the end that, in accordance with Title VII of that Act, it shall be an unlawful employment practice for an employer:

1. to fail or refuse to hire or to discharge any individual, or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex; or

2. to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex;

C. Title VIII of the Civil Rights Act of 1968, as amended, to the end that, it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States;

D. State of Maryland Governor's Code of Fair Employment Practices, as amended.

E. Title 20 of the State Government Article of the Annotated Code of Maryland, as amended, which establishes the Commission on Civil Rights and prohibits discrimination in public accommodations, employment and residential housing practices;

F. State of Maryland Executive Order 01.01.1989.18 relating to drug-free and alcohol-free workplaces for non-State entities, promulgated November 28, 1989;

G. The State Policy on Equal Opportunity in receiving employment (Md. Code Ann., State Gov't Article § 20-602 (2014)), to the end that MHAA shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices;

H. If the Grant is over $200,000 and for a construction project, any State of Maryland Minority Business Enterprise Program which establishes a program to provide opportunities for minority contractors and vendors to participate in this Program; and the minority business enterprise plan submitted by or on behalf of Grantee as approved by the Department of Planning's Equal Opportunity Officer;

I. To the extent applicable, with local, State and federal laws regarding accessibility, including the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 et seq.), and Section 502 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 792)., (87 Stat. 394; 29 U.S.C. §794), which require that buildings designed, constructed, or altered with Federal assistance be made accessible to the physically disabled. These Acts also require that public conveyances procured with Federal assistance be readily accessible to, and usable by, physically disabled persons. Minimum accessibility standards for facilities are contained in "Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Disabled" published by the American National Standards Institute (41 CFR 101-19.6, Appendix A). As well, grantees may follow the standards contained in the Americans with Disabilities Act Accessibility Guidelines (28 CFR 36, Appendix A). These provisions are applicable to building or facilities owned or occupied by grantees/subgrantees which are intended to be accessible to the general public and which receive NMHA grant assistance (Refer to 36 CFR 1150, 1190, and the Historic Preservation Fund Grants Manual);

J. Federal Executive Order 11246 — Equal Employment Opportunity, which appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted;

K. With all other state and federal laws and regulations prohibiting discrimination on the grounds of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or disability.

GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given this 16th day of January, 2020 in consideration of and for the purpose of obtaining, and shall continue for the period of, state financial or technical assistance extended after the date hereof to or on behalf of Grantee by MHAA. Grantee recognizes and agrees that such State financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

WITNESS:

(Signature)

**TOWN OF UNIVERSITY PARK**

By:

Name: Leonard C. Carey

Title: Mayor

GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given this 16th day of January, 2020 in consideration of and for the purpose of obtaining, and shall continue for the period of, state financial or technical assistance extended after the date hereof to or on behalf of Grantee by MHAA. Grantee recognizes and agrees that such State financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

WITNESS:

(Signature)

**TOWN OF UNIVERSITY PARK**

By:

Name: Lenford C Carey

Title: Mayor

# Agenda Item 8
# Mayor July 17, 2020 Memo
# re: 2020-R-02

# TOWN OF UNIVERSITY PARK

MAYOR
Lenford C. Carey

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

**MEMORANDUM**

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 8A
# 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 DEFER 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 Item 9B
# Emergency Legislative Resolution 20-O-08

Amending § 9-109 Speed monitoring systems
Sponsored by: Councilmember

EMERGENCY LEGISLATIVE RESOLUTION 20-0-08

Resolution and Ordinance of the Town of University Park to amend Chapter 1 "General Provisions", by enacting §9-109, "Speed monitoring system" of the Code of Ordinances of the Town of University Park, to conform the Town code language with that of amended §21-809, to include mobile in addition to stationary cameras, and to include zones within ½ mile of an institute of higher education.

WHEREAS, pursuant to §5-202 of the Local Government Article, Annotated Code of Maryland, the Mayor and Common Council of the Town of University Park have the power to pass such ordinances as deemed necessary to protect the health, safety and welfare of the residents of the municipality and to prevent and remove nuisances; and

**WHEREAS,** §21-809 of the Transportation Article, Annotated Code of Maryland, as amended, authorizes the Town to operate a speed monitoring system to enforce the speed limit in school zones; and

**WHEREAS**, §21-809 of the Transportation Article, Annotated Code of Maryland, as amended, authorizes the Town to operate a speed monitoring system to enforce the speed limit within ½ mile of an institution of higher education; and

---

EXPLANATION:
CAPITALS INDICATE MATTER ADDED TO EXISTING LAW
[~~Brackets~~] indicate matter deleted from existing law
* * Asterisks* * indicate existing law which are unchanged but not set forth in the ordinance
<u>CAPITALS INDICATE MATTER ADDED BY AMENDMENT TO THE PROPOSED ORDINANCE</u>
~~[Brackets]~~ indicate matter deleted by amendment to the proposed ordinance

**WHEREAS,** pursuant to §21-809, as amended, the Town has adopted this enforcement mechanism to operate a speed monitoring system to enforce the speed limit in school zones for increased public safety; and

**WHEREAS,** the Mayor and Common Council have determined that it is in the public interest to adopt this enforcement mechanism to operate a speed monitoring system to enforce the speed limit within ½ mile of an institution of higher education for increased public safety; and

**WHEREAS**, §21-809 was amended by the State Legislature; and

**WHEREAS,** it is appropriate to conform the Town code language with that of amended §21-809.

**Section 1**. **NOW THEREFORE, BE IT ORDAINED AND ENACTED**, by the Mayor and Council of the Town of University Park, Maryland that Chapter 9 "Vehicles and Traffic", §9-109 "Speed monitoring system", be, and is hereby amended to read as follows:

§9-109 Speed monitoring system IN SCHOOL ZONES AND WITHIN ONE-HALF MILE OF AN INSTITUTION OF HIGHER EDUCATION

The Town and its police department are authorized to operate a speed monitoring system to enforce the speed limit pursuant to § 21-809, Transportation Article, Annotated Code of Maryland, as amended, IN SCHOOL ZONES AND WITHIN ONE-HALF MILE OF AN INSTITUTION OF HIGHER EDUCATION.

B. Before activating a[~~n unmanned stationary~~] speed monitoring system, the Town shall:

(1) Publish notice of the location of the speed monitoring system on its website and in a newspaper of general circulation in the Town.

(2) Ensure that each SPEED LIMIT sign [~~that~~] APPROACHING AND WITHIN AN INSTITUTE OF HIGHER EDUCATION ZONE, AND EACH SPEED LIMIT SIGN THAT designates a school zone IS PROXIMATE TO A SIGN THAT:

(A) indicates that speed monitoring systems are in use in THE school OR INSTITUTE OF HIGHER EDUCATION zone[~~s.~~]; AND

(B) IS IN ACCORDANCE WITH THE MANUAL FOR AND THE SPECIFICATIONS FOR A UNIFORM SYSTEM OF TRAFFIC CONTROL DEVICES ADOPTED BY

THE STATE HIGHWAY ADMINISTRATION UNDER §25-104 OF THE TRANSPORTATION ARTICLE, ANNOTATED CODE OF MARYLAND.

C. A speed monitoring system in a school zone may operate only Monday through Friday between 6:00 a.m. and 8:00 p.m. A SPEED MONITORING SYSTEM IN A ZONE WITHIN ONE-HALF MILE OF AN INSTITUTION OF HIGHER EDUCATION MAY OPERATE 24 HOURS PER DAY, SEVEN DAYS PER WEEK.

D. For a period of at least 30 days after the first speed monitoring system is placed in the Town, a violation recorded by any speed monitoring system may be enforced only by issuance of a warning. THEREAFTER, IF THE TOWN MOVES OR PLACES A MOBILE OR STATIONARY SPEED MONITORING SYSTEM WHERE A SPEED MONITORING SYSTEM HAS NOT PREVIOUSLY BEEN PLACED, THE TOWN MAY NOT ISSUE A CITATION FOR A VIOLATION RECORDED BY THAT SPEED MONITORING SYSTEM:

(1) UNTIL SIGNAGE IS INSTALLED IN ACCORDANCE WITH SUBSECTION B OF THIS SECTION; AND

(2) FOR AT LEAST THE FIRST 15 CALENDAR DAYS AFTER THE SIGNAGE IS INSTALLED.

E. The Town Council is hereby authorized to designate school speed enforcement zones AND ZONES WITHIN ONE-HALF MILE OF AN INSTITUTION OF HIGHER LEARNING consistent with this section by resolution.

Section 2. Section 2. Be it further resolved that the Common Council has determined that it is necessary that this Ordinance be effective immediately and it is therefore adopted as an emergency measure pursuant to section 311(a) of the Town Charter.

Section 3. Be it further resolved that this ordinance shall become effective immediately after enactment by the Mayor and Common Council of University Park. If any section, subsection, provision, sentence, clause, phrase or word of this Ordinance is for any reason held to be illegal or otherwise invalid by any court of competent jurisdiction, such invalidity shall be severable, and shall not affect or impair any remaining section, subsection, provision, sentence, clause, phrase or word included within this Ordinance, it being the intent of the Town that the remainder of the Ordinance shall be and shall remain in full force and effect, valid and enforceable.

Section 4: Be it further resolved that a complete and exact copy of this proposed Ordinance shall be posted on the entrance door of the Town Building of University Park, Maryland, for a period of not less than ten (10) days, and a fair summary of this Ordinance shall be published at least once in a newspaper having general circulation in the community.

APPROVED this _____ day of _____, 2020

ATTEST:

_____

MAYOR AND COMMON COUNCIL
TOWN OF UNIVERSITY PARK

By: _____
Lenford C. Carey, Mayor

APPOVED AS TO FORM AND
LEGAL SUFFICIENCY

By:_____
Suellen M. Ferguson, Town Attorney

# Agenda Item 9C
# Policy, Rules and Municipal Structure Committee Report
# re: 6 foot fences

To: Town of University Park University Park
From: Committee on Policy, Rules & Municipal Structure, Co-chair Linda Verrill
Date: 7-16-20
Re: Committee decision on fence heights

The council agreed that the Policy, Rules & Municipal Structure committee discuss the repeated granting of fence-height variances to allow backyard fence heights up to 6-feet. The item was discussed at the committee's July 2 meeting. Rather than making variances more difficult to obtain, a majority on the committee were in favor of allowing town residents to have permitted backyard fences up to 6-feet. The committee unanimously agreed to send the recommendation to council to allow residents to install permitted backyard fences up to 6 feet tall.

The committee's reasoning is as follows: There are already many 6-foot backyard fences in University Park. Some had been erected too long ago to know how permission was granted and some are there because the council has generously granted variances based on the residents' claim of safety issues, unique topography, or other special circumstances. Because of extant fence situation in University Park, a majority of the committee believes it is unreasonable to disallow the few residents who desire a 6-foot backyard fence from having one. Furthermore, allowing backyard fence heights for UP residents who want one respects the homeowner's desire to enjoy the privacy of their back yard, if that is their wish, to minimize potential disturbance of neighbors, to increase in the safety provided by a higher fence to contain dogs, dissuade deer, minimize contact with a difficult neighbor, etc. The committee believes that most UP residents will continue to prefer 4-foot fences for their own backyards so they can enjoy beautiful backyard vistas, if they are lucky enough to have one, and to maintain the opportunity for intimate interaction with neighbors. And certainly, the committee does not approve of - nor recommend - any change in town code regarding fences in the front yard. The committee further recommends that no backyard fence higher than 6-feet be allowed.

The committee recommends that the mayor and council direct the town attorney to identify the appropriate sections of town code and to develop language to modify the current code to reflect the committee's recommendation.

Thank you for making time on an upcoming council meeting agenda for this discussion.

# Agenda Item 9C
# Town Administrator's Memo
# re: 6 foot fences

# TOWN OF UNIVERSITY PARK

MAYOR
Lenford C. Carey

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

**MEMORANDUM**

To: Mayor and Common Council
From: David J. Deutsch, Town Administrator
Subject: Rear Yard Fences
Date: August 9, 2020

BACKGROUND

The Prince George's County Zoning Ordinance permits rear yard fences up to six feet in height. Fences on properties less than one acre in size are not allowed to exceed four feet in height in the front or side yard without a variance. It also requires that fences on corner lots be set back to the building restriction line. The Town is authorized to adopt legislation regulating fences if it is more restrictive than the County's law. The Mayor and Council have done so in University Park Town Code Section 4-110A(1), which says "No fence or wall or combination thereof shall exceed four feet in height." The Town Code also specifically prohibits the use of "chicken wire" and barbed wire. University Park residents desiring to erect a fence greater than four feet in height in the rear yard may request a Special Exception from the Town Council. Council heard sixteen Special Exception requests between January 1, 2015 and December 31, 2019. The majority of the Special Exception requests sought approval for a six-foot fence, while a small number of applicants asked for a five foot fence. With one exception, all requests were approved by Council. The one exception would have been approved, however it was vetoed by the Mayor.

ISSUE

The Town's Policy, Rules and Municipal Structure (PMRS) Committee has recommended that Council consider eliminating the four-foot restriction for fences in the rear yard. The attached memorandum from the Committee contains their assessment of the issue.

POLICY OPTIONS

There are a number of options available to the Council:

1. If no changes are made to the Town Code regarding maximum fence height, you should continue to expect an average of three to four Special Exception requests on an annual basis.

2. Endorse the PRMS proposal, which calls for the Town to adopt the Prince George's County maximum height allowance of six feet in the rear yard. Council may still want to regulate certain aspects of fences, such as the types of materials that may be used when a fence is constructed.

6724 Baltimore Avenue ♦ University Park, Maryland ♦ 20782-1198 ♦ (301) 927-4262
Fax: (301) 277-4548 ♦ TDD: 1-800-735-2258 ♦ Website: www.upmd.org ♦ E-mail: townhall@upmd.org

3. You could essentially "split the difference" between the current Town regulation and the County Ordinance. This would seem illogical, though, as the majority of the requests coming before the Town Council are for six-foot fences.

4. Another option is to remove yourself from the fence business altogether, and acknowledge the primacy of the County in this area of regulation.

NEXT STEPS

This matter will be on your agenda for the August 17, 2020 Town Council Meeting. Staff and the Town Attorney will be prepared to facilitate Council's discussion. If Council decides to change the Town Code, the Town Attorney will present a proposed Code Amendment ordinance at the first Council Meeting in September (September 14, 2020).

# Agenda Item 10E
# Treasurer's Report

**Town of University Park**
**Treasurer's Report**
**July 31, 2020**

**Cash Balances**

| | |
|---|---|
| Bank of America - General Fund | $5,085.91 |
| Suntrust - General Fund | 98,625.54 |
| Suntrust - Debit Card A/C | 10,830.65 |
| MD Local Government Investment Pool | 1,593,975.20 |
| Police Benevolence Fund | 4,280.76 |
| Employee Holiday Fund | 0.00 |
| BB&T Bank - CD | 4,208.20 |
| Petty Cash | 500.00 |
| **Total** | **$1,717,506.26** |

# Town of University Park
# Treasurer's Report
# July 2020

| | Jul 20 | Budget | $ Over Budget | % of Budget |
|---|---|---|---|---|
| **Ordinary Income/Expense** | | | | |
| **Income** | | | | |
| **General Fund Revenues** | | | | |
| **I - Taxes** | | | | |
| **4000-00 · Real Estate Tax Revenue** | 4,359.40 | 2,445,072.00 | (2,440,712.60) | 0.18% |
| **4005-00 · Business Personal Property Tax** | 0.00 | 60,000.00 | (60,000.00) | 0.0% |
| **4010-00 · Penalties & Interest on Taxes** | 475.51 | 1,000.00 | (524.49) | 47.55% |
| **4020-00 · State Income Tax** | 0.00 | 680,000.00 | (680,000.00) | 0.0% |
| **Total I - Taxes** | 4,834.91 | 3,186,072.00 | (3,181,237.09) | 0.15% |
| **II - State Shared** | | | | |
| **4015-00 · Highway Users** | 0.00 | 120,156.00 | (120,156.00) | 0.0% |
| **4025-00 · Police Protection** | 0.00 | 49,668.00 | (49,668.00) | 0.0% |
| **4030-00 · Bank Stock** | 0.00 | 10,257.00 | (10,257.00) | 0.0% |
| **Total II - State Shared** | 0.00 | 180,081.00 | (180,081.00) | 0.0% |
| **III - County** | | | | |
| **4055-00 · Landfill Rebate** | 0.00 | 6,256.00 | (6,256.00) | 0.0% |
| **4071-00 · COVID19 County** | 0.00 | 161,000.00 | (161,000.00) | 0.0% |
| **Total III - County** | 0.00 | 167,256.00 | (167,256.00) | 0.0% |
| **IV - Licenses & Permits** | | | | |
| **4075-00 · Cable TV Franchise Payments** | 0.00 | 38,800.00 | (38,800.00) | 0.0% |
| **4076-00 · Cable TV - Capital Equipment** | 0.00 | 24,300.00 | (24,300.00) | 0.0% |
| **4080-00 · Building Permits & Fees** | 171.70 | 1,500.00 | (1,328.30) | 11.45% |
| **Total IV - Licenses & Permits** | 171.70 | 64,600.00 | (64,428.30) | 0.27% |
| **V - Miscellaneous** | | | | |
| **4085-00 · Accident Reports** | 20.00 | | | |
| **4095-00 · Rental License Fees** | 2,000.00 | 31,200.00 | (29,200.00) | 6.41% |
| **4100-00 · Fines - Police** | 0.00 | 4,000.00 | (4,000.00) | 0.0% |
| **4105-00 · Vehicle Release** | 25.00 | 2,000.00 | (1,975.00) | 1.25% |
| **4120-00 · Interest Income** | 481.70 | 15,000.00 | (14,518.30) | 3.21% |
| **4150-00 · Revenue -Miscellaneous** | 0.00 | 100.00 | (100.00) | 0.0% |
| **4155-00 · Revenue - Recycling** | 80.00 | 2,000.00 | (1,920.00) | 4.0% |
| **4170-00 · Red Light Camera** | 1,150.00 | 18,720.00 | (17,570.00) | 6.14% |
| **4244-00 · Sale of Energy Credits** | 588.28 | 500.00 | 88.28 | 117.66% |
| **4248-00 · PEPCO - Solar Array Excess Gen.** | 0.00 | 1,000.00 | (1,000.00) | 0.0% |
| **Total V - Miscellaneous** | 4,344.98 | 74,520.00 | (70,175.02) | 5.83% |
| **VII - Prior Year's Surplus** | 0.00 | 1,643,881.00 | (1,643,881.00) | 0.0% |
| **Total General Fund Revenues** | 9,351.59 | 5,316,410.00 | (5,307,058.41) | 0.18% |
| **Total Income** | 9,351.59 | 5,316,410.00 | (5,307,058.41) | 0.18% |

# Town of University Park
# Treasurer's Report
# July 2020

| | Jul 20 | Budget | $ Over Budget | % of Budget |
|---|---|---|---|---|
| **Gross Profit** | 9,351.59 | 5,316,410.00 | (5,307,058.41) | 0.18% |
| **Expense** | | | | |
| **General Government** | | | | |
| **I - Personnel - Gen Govt** | | | | |
| **A Salaries - General Government** | | | | |
| **6103-01 · Administration Expenses** | 6,527.98 | 75,000.00 | (68,472.02) | 8.7% |
| **6104-01 · Mayor's Salary** | 1,538.46 | 20,000.00 | (18,461.54) | 7.69% |
| **6105-01 · General Government - Reg** | 13,554.66 | 193,725.00 | (180,170.34) | 7.0% |
| **6109-01 · General Government - Vacation** | 1,135.16 | | | |
| **Total A Salaries - General Government** | 22,756.26 | 288,725.00 | (265,968.74) | 7.88% |
| **B - Payroll Tax & Benefits - GG** | | | | |
| **6600-01 · Life Insurance - Employee - GG** | 57.07 | | | |
| **6605-01 · Health Insurance - GG** | 122.85 | | | |
| **6610-01 · Payroll Taxes - GG** | 1,642.09 | 36,990.00 | (35,347.91) | 4.44% |
| **6625-01 · Unemployment Insurance - GG** | 11.71 | | | |
| **6635-01 · Payroll Taxes - Mayor** | 117.69 | 3,590.00 | (3,472.31) | 3.28% |
| **Total B - Payroll Tax & Benefits - GG** | 1,951.41 | 40,580.00 | (38,628.59) | 4.81% |
| **Total I - Personnel - Gen Govt** | 24,707.67 | 329,305.00 | (304,597.33) | 7.5% |
| **II -Operating - Gen. Government** | | | | |
| **6000-01 · ADA (Interpreters)** | 0.00 | 250.00 | (250.00) | 0.0% |
| **6005-01 · Accounting & Auditing** | 430.00 | 9,000.00 | (8,570.00) | 4.78% |
| **6015-01 · Building Maintenance** | 150.00 | 15,000.00 | (14,850.00) | 1.0% |
| **6020-01 · Building Utilities** | 0.00 | 7,000.00 | (7,000.00) | 0.0% |
| **6027-01 · Council Retreat / Orientation** | 0.00 | 8,000.00 | (8,000.00) | 0.0% |
| **6030-01 · Recording Secretary** | 0.00 | 5,000.00 | (5,000.00) | 0.0% |
| **6050-01 · Elections** | 0.00 | 2,000.00 | (2,000.00) | 0.0% |
| **6053-01 · Employee Awards and Events** | 0.00 | 3,000.00 | (3,000.00) | 0.0% |
| **6055-01 · Engineering Serv. (Exc. Street)** | 0.00 | 2,000.00 | (2,000.00) | 0.0% |
| **6064-01 · IT Costs** | 1,375.85 | 22,000.00 | (20,624.15) | 6.25% |
| **6065-01 · Insurance** | 37,640.00 | 33,000.00 | 4,640.00 | 114.06% |
| **6070-01 · Legal Advertisement** | 0.00 | 1,500.00 | (1,500.00) | 0.0% |
| **6075-01 · Legal Fees** | 0.00 | 45,000.00 | (45,000.00) | 0.0% |
| **6080-01 · Travel** | 0.00 | 26,500.00 | (26,500.00) | 0.0% |
| **6085-01 · Memberships and Dues** | 5,109.30 | 7,000.00 | (1,890.70) | 72.99% |
| **6090-01 · Newsletter** | 0.00 | 25,000.00 | (25,000.00) | 0.0% |
| **6095-01 · Office Expenses** | 1,542.01 | 21,000.00 | (19,457.99) | 7.34% |
| **6097-01 · Publications** | 0.00 | 8,000.00 | (8,000.00) | 0.0% |
| **6110-01 · Small Equipment** | 0.00 | 3,000.00 | (3,000.00) | 0.0% |
| **6115-01 · Telephone** | 0.00 | 10,000.00 | (10,000.00) | 0.0% |
| **6128-01 · Training** | 0.00 | 1,500.00 | (1,500.00) | 0.0% |
| **6130-01 · Website Maintenance & Design** | 5,843.25 | 8,800.00 | (2,956.75) | 66.4% |
| **Total II -Operating - Gen. Government** | 52,090.41 | 263,550.00 | (211,459.59) | 19.77% |

# Town of University Park
# Treasurer's Report
# July 2020

| | Jul 20 | Budget | $ Over Budget | % of Budget |
|---|---|---|---|---|
| **III - Grants & Donations** | | | | |
| **6063-01 · Fire Dept Donation** | 0.00 | 9,000.00 | (9,000.00) | 0.0% |
| **6098-01 · Hyattsville Middle School PTA** | 0.00 | 6,000.00 | (6,000.00) | 0.0% |
| **6099-01 · PTA Donation** | 0.00 | 6,000.00 | (6,000.00) | 0.0% |
| **6152-01 · Senior Programs - Helping Hands** | 219.54 | 5,000.00 | (4,780.46) | 4.39% |
| **6203-02 · UPCA Grant** | 0.00 | 8,000.00 | (8,000.00) | 0.0% |
| **6250-02 · Azalea Classic** | 0.00 | 6,000.00 | (6,000.00) | 0.0% |
| **Total III - Grants & Donations** | 219.54 | 40,000.00 | (39,780.46) | 0.55% |
| **IV -Capital Outlay - Gen. Govt.** | | | | |
| **6139-01 · Town Hall Bathroom Renovations** | 0.00 | 8,000.00 | (8,000.00) | 0.0% |
| **Total IV -Capital Outlay - Gen. Govt.** | 0.00 | 8,000.00 | (8,000.00) | 0.0% |
| **V - Transit** | | | | |
| **6126-01 · Transit - Salaries** | 2,145.77 | 75,000.00 | (72,854.23) | 2.86% |
| **6610-07 · Payroll Tax - Transit** | 373.15 | | | |
| **Total V - Transit** | 2,518.92 | 75,000.00 | (72,481.08) | 3.36% |
| **VI -Covid Expense** | | | | |
| **6800-08 · Audio and Video (ZOOM etc.)** | 109.98 | 600.00 | (490.02) | 18.33% |
| **6805-08 · Cell Phones Police** | 0.00 | 1,756.00 | (1,756.00) | 0.0% |
| **6810-08 · Cleaning Costs - Building** | 0.00 | 6,300.00 | (6,300.00) | 0.0% |
| **6815-00 · Cleaning Supplies** | 0.00 | 1,200.00 | (1,200.00) | 0.0% |
| **6820-08 · Disenfectant Costs** | 0.00 | 4,308.00 | (4,308.00) | 0.0% |
| **6825-08 · Educational** | 0.00 | 175.00 | (175.00) | 0.0% |
| **6830-08 · Elections By Mail** | 0.00 | 4,500.00 | (4,500.00) | 0.0% |
| **6833-08 · Hazard Pay** | 9,454.38 | 87,725.00 | (78,270.62) | 10.78% |
| **6834-08 · Laptops** | 0.00 | 6,750.00 | (6,750.00) | 0.0% |
| **6835-08 · PPE Purchases** | 0.00 | 6,388.00 | (6,388.00) | 0.0% |
| **6838-08 · Payroll Taxes** | 0.00 | 6,711.00 | (6,711.00) | 0.0% |
| **6840-08 · Security** | 0.00 | 399.00 | (399.00) | 0.0% |
| **6845-08 · Other/Contigency** | 178.84 | 34,188.00 | (34,009.16) | 0.52% |
| **Total VI -Covid Expense** | 9,743.20 | 161,000.00 | (151,256.80) | 6.05% |
| **Total General Government** | 89,279.74 | 876,855.00 | (787,575.26) | 10.18% |

# Town of University Park
# Treasurer's Report
# July 2020

| | Jul 20 | Budget | $ Over Budget | % of Budget |
|---|---|---|---|---|
| **Police & Public Safety** | | | | |
| **I - Police & PS - Personnel** | | | | |
| **A - Salaries - P & PS** | | | | |
| **6344-03 · Police - Vacation** | 3,881.46 | | | |
| **6345-03 · Police - Regular** | 48,069.74 | 697,389.00 | (649,319.26) | 6.89% |
| **6346-03 · Police - OT** | 650.52 | | | |
| **6348-03 · Police - Holiday** | 1,156.24 | | | |
| **6349-03 · Police - Sick Plan** | 4,267.28 | | | |
| **Total A - Salaries - P & PS** | 58,025.24 | 697,389.00 | (639,363.76) | 8.32% |
| **B - Payroll Tax & Benefits - PS** | | | | |
| **6600-03 · Life Insurance - Employee - PS** | 118.94 | | | |
| **6605-03 · Health Insurance - Police & PS** | 21,502.38 | | | |
| **6610-03 · Payroll Taxes - Police & PS** | 4,656.80 | 260,547.00 | (255,890.20) | 1.79% |
| **6625-03 · Unemployment Insurance - PS** | 0.01 | | | |
| **6630-03 · State Retirement - PS** | 195.08 | | | |
| **Total B - Payroll Tax & Benefits - PS** | 26,473.21 | 260,547.00 | (234,073.79) | 10.16% |
| **Total I - Police & PS - Personnel** | 84,498.45 | 957,936.00 | (873,437.55) | 8.82% |
| **I.I - Code Compliance** | | | | |
| **6380-03 · Code Compliance Salary** | 1,875.82 | 25,000.00 | (23,124.18) | 7.5% |
| **6631-03 · Code Compliance- Payroll Tax** | 150.77 | | | |
| **6633-03 · Code Compliance Operating Costs** | 61.95 | 5,000.00 | (4,938.05) | 1.24% |
| **Total I.I - Code Compliance** | 2,088.54 | 30,000.00 | (27,911.46) | 6.96% |
| **II - Police & PS - Operating** | | | | |
| **5303-03 · Citations - Red Light Camera** | 0.00 | 8,700.00 | (8,700.00) | 0.0% |
| **6300-03 · Bike Patrol** | 133.69 | 500.00 | (366.31) | 26.74% |
| **6303-03 · Body Worn Cameras** | 0.00 | 5,022.00 | (5,022.00) | 0.0% |
| **6305-03 · Computer** | 0.00 | 2,000.00 | (2,000.00) | 0.0% |
| **6307-03 · Crossing Guards** | 0.00 | 8,000.00 | (8,000.00) | 0.0% |
| **6315-03 · Police Supplies & Manuals** | 244.17 | 6,440.00 | (6,195.83) | 3.79% |
| **6320-03 · Gasoline** | 0.00 | 16,000.00 | (16,000.00) | 0.0% |
| **6322-03 · GPS** | 0.00 | 2,500.00 | (2,500.00) | 0.0% |
| **6323-03 · Home Security Reimb. Program** | 0.00 | 1,500.00 | (1,500.00) | 0.0% |
| **6325-03 · Medical Exams** | 0.00 | 1,000.00 | (1,000.00) | 0.0% |
| **6327-03 · MILES Computer** | 0.00 | 100.00 | (100.00) | 0.0% |
| **6329-03 · Mobile Data Terminals** | 0.00 | 6,375.00 | (6,375.00) | 0.0% |
| **6330-03 · Travel, Meetings, Prof. Dues** | 175.00 | 3,500.00 | (3,325.00) | 5.0% |
| **6340-03 · Radio Maintenance** | 0.00 | 500.00 | (500.00) | 0.0% |
| **6350-03 · Small Equipment - Police** | 0.00 | 9,400.00 | (9,400.00) | 0.0% |
| **6351-03 · Uniforms** | | | | |
| **6360-03 · Uniform Cleaning** | 0.00 | 8,300.00 | (8,300.00) | 0.0% |
| **Total 6351-03 · Uniforms** | 0.00 | 8,300.00 | (8,300.00) | 0.0% |
| **6355-03 · Training** | 0.00 | 5,000.00 | (5,000.00) | 0.0% |
| **6370-03 · Vehicle Maintenance** | 729.87 | 6,500.00 | (5,770.13) | 11.23% |
| **Total II - Police & PS - Operating** | 1,282.73 | 91,337.00 | (90,054.27) | 1.4% |
| **III - Police & PS - Cap. Outlay** | | | | |
| **6335-03 · Police Car** | 76,788.05 | 101,000.00 | (24,211.95) | 76.03% |
| **Total III - Police & PS - Cap. Outlay** | 76,788.05 | 101,000.00 | (24,211.95) | 76.03% |
| **Total Police & Public Safety** | 164,657.77 | 1,180,273.00 | (1,015,615.23) | 13.95% |

# Town of University Park
# Treasurer's Report
# July 2020

| | Jul 20 | Budget | $ Over Budget | % of Budget |
|---|---|---|---|---|
| **Public Works** | | | | |
| **I - Personnel - PW** | | | | |
| **A - Salaries - PW** | | | | |
| **6545-05 · Mechanic** | 5,861.48 | | | |
| **6550-05 · Public Works** | 32,183.09 | 596,205.00 | (564,021.91) | 5.4% |
| **6554-05 · Public Works - Sick** | 2,419.28 | | | |
| **6555-05 · Public Works - Vacation** | 1,823.21 | | | |
| **Total A - Salaries - PW** | 42,287.06 | 596,205.00 | (553,917.94) | 7.09% |
| **B - Payroll Tax & Benefits - PW** | | | | |
| **6600-05 · Life Insurance - Employee -PW** | 132.69 | | | |
| **6605-05 · Health Insurance** | 34,756.82 | | | |
| **6610-05 · Payroll Taxes - PW** | 3,487.02 | 272,400.00 | (268,912.98) | 1.28% |
| **Total B - Payroll Tax & Benefits - PW** | 38,376.53 | 272,400.00 | (234,023.47) | 14.09% |
| **Total I - Personnel - PW** | 80,663.59 | 868,605.00 | (787,941.41) | 9.29% |
| **II - Operating - Parks & Rec** | | | | |
| **6202-02 · Cemetery Upkeep** | 0.00 | 100.00 | (100.00) | 0.0% |
| **6210-02 · Tree Maintenance** | 975.00 | 20,000.00 | (19,025.00) | 4.88% |
| **6215-02 · Tree Replacement** | 0.00 | 8,000.00 | (8,000.00) | 0.0% |
| **6217-02 · Resident Tree Reimbursement** | 0.00 | 4,000.00 | (4,000.00) | 0.0% |
| **6220-02 · Upkeep of Park** | 0.00 | 8,000.00 | (8,000.00) | 0.0% |
| **6227-02 · Park Usage Concept Plan** | 0.00 | 100.00 | (100.00) | 0.0% |
| **6230-02 · Playing Field Maintenance** | 0.00 | 10,000.00 | (10,000.00) | 0.0% |
| **6235-02 · Park Landscape Maintenance** | 0.00 | 15,000.00 | (15,000.00) | 0.0% |
| **Total II - Operating - Parks & Rec** | 975.00 | 65,200.00 | (64,225.00) | 1.5% |
| **III - Operating - Streets** | | | | |
| **6410-04 · Snow Removal** | 0.00 | 5,000.00 | (5,000.00) | 0.0% |
| **6420-04 · Street Lights** | 0.00 | 29,000.00 | (29,000.00) | 0.0% |
| **6425-04 · Street & Sidewalk Maintenance** | 783.36 | 46,000.00 | (45,216.64) | 1.7% |
| **6435-04 · Street Trees - Replacement** | 0.00 | 10,000.00 | (10,000.00) | 0.0% |
| **6440-04 · Street Tree - Maintenance** | 0.00 | 28,000.00 | (28,000.00) | 0.0% |
| **Total III - Operating - Streets** | 783.36 | 118,000.00 | (117,216.64) | 0.66% |
| **IV - Operating - Gen./Sanit** | | | | |
| **Uniforms** | | | | |
| **6570-05 · Uniform Purchases** | 1,021.44 | 4,000.00 | (2,978.56) | 25.54% |
| **Total Uniforms** | 1,021.44 | 4,000.00 | (2,978.56) | 25.54% |
| **6500-05 · Fuel** | 2,002.42 | 20,000.00 | (17,997.58) | 10.01% |
| **6501-05 · Composting** | 6,728.91 | 7,000.00 | (271.09) | 96.13% |
| **6505-05 · Landfill** | 0.00 | 64,000.00 | (64,000.00) | 0.0% |
| **6515-05 · Medical Exams** | 0.00 | 500.00 | (500.00) | 0.0% |
| **6535-05 · Recycling Costs** | 0.00 | 12,000.00 | (12,000.00) | 0.0% |
| **6546-05 · Travel & Dues** | 0.00 | 5,000.00 | (5,000.00) | 0.0% |
| **6547-05 · Training** | 0.00 | 2,500.00 | (2,500.00) | 0.0% |
| **6560-05 · Tools & Supplies** | 239.17 | 8,000.00 | (7,760.83) | 2.99% |
| **6580-05 · Vehicle Maintenance** | 559.66 | 25,000.00 | (24,440.34) | 2.24% |
| **6585-05 · Work & Storage Space** | 4,972.66 | 44,000.00 | (39,027.34) | 11.3% |
| **Total IV - Operating - Gen./Sanit** | 15,524.26 | 192,000.00 | (176,475.74) | 8.09% |

# Town of University Park
# Treasurer's Report
# July 2020

| | Jul 20 | Budget | $ Over Budget | % of Budget |
|---|---|---|---|---|
| V - Capital Outlay - PW | | | | |
| 6506-05 · Veteran's Memorial | 0.00 | 1,000.00 | (1,000.00) | 0.0% |
| 6509-05 · Park Bridge Repairs Beechwood | 0.00 | 30,000.00 | (30,000.00) | 0.0% |
| 6520-05 · LED Street Light Conversion | 0.00 | 100.00 | (100.00) | 0.0% |
| Total V - Capital Outlay - PW | 0.00 | 31,100.00 | (31,100.00) | 0.0% |
| Total Public Works | 97,946.21 | 1,274,905.00 | (1,176,958.79) | 7.68% |
| Reserves & Debt Service | | | | |
| I. Unreserved - Designated | | | | |
| 6600-08 · Vehicle Replacement | 0.00 | 26,000.00 | (26,000.00) | 0.0% |
| 6610-08 · Tree Replacement | 0.00 | 40,000.00 | (40,000.00) | 0.0% |
| 6615-08 · Police Officer | 0.00 | 68,000.00 | (68,000.00) | 0.0% |
| Total I. Unreserved - Designated | 0.00 | 134,000.00 | (134,000.00) | 0.0% |
| II. Reserved - Designated | | | | |
| 6630-08 · Cemetery | 0.00 | 4,204.00 | (4,204.00) | 0.0% |
| 6640-08 · Cable Capital Equipment | 0.00 | 197,450.00 | (197,450.00) | 0.0% |
| Total II. Reserved - Designated | 0.00 | 201,654.00 | (201,654.00) | 0.0% |
| III. Debt Service | | | | |
| 6044-01 · Debt Service Infrast. Bond | 103,120.92 | 206,242.00 | (103,121.08) | 50.0% |
| 6051-01 · St. Imp. & Traffic Cont. 2019 | 0.00 | 136,340.00 | (136,340.00) | 0.0% |
| 6054-01 · Leaf/Utility Truck Lease Pymt. | 0.00 | 27,350.00 | (27,350.00) | 0.0% |
| Total III. Debt Service | 103,120.92 | 369,932.00 | (266,811.08) | 27.88% |
| IV. Unreserved Funds | 0.00 | 1,278,791.00 | (1,278,791.00) | 0.0% |
| Total Reserves & Debt Service | 103,120.92 | 1,984,377.00 | (1,881,256.08) | 5.2% |
| Total Expense | 455,004.64 | 5,316,410.00 | (4,861,405.36) | 8.56% |
| Net Ordinary Income | (445,653.05) | 0.00 | (445,653.05) | 100.0% |

# Town of University Park
# Treasurer's Report
# July 2020

| | Jul 20 | Budget | $ Over Budget | % of Budget |
|---|---|---|---|---|
| **Other Income/Expense** | | | | |
| **Other Income** | | | | |
| **7000-00 · Capital Projects** | | | | |
| **7010-00 · Revenue and Funding Sources** | | | | |
| **7020-00 · Grants and Other Funding Source** | | | | |
| **7022-00 · Maryland Bond Bill - Town Hall** | 0.00 | 200,000.00 | (200,000.00) | 0.0% |
| **7024-00 · WSSC/WGL Street Repair Rebate** | 0.00 | 516,000.00 | (516,000.00) | 0.0% |
| **7026-00 · Safe Routes to School Grant** | 0.00 | 200,000.00 | (200,000.00) | 0.0% |
| **7028-00 · MHAA Grant** | 0.00 | 40,750.00 | (40,750.00) | 0.0% |
| **Total 7020-00 · Grants and Other Funding Source** | 0.00 | 956,750.00 | (956,750.00) | 0.0% |
| **7040-00 · Committed Fund Balance** | | | | |
| **7042-00 · Bond Proceeds - FY2020** | 0.00 | 1,600,000.00 | (1,600,000.00) | 0.0% |
| **7044-00 · Road Reserves** | 0.00 | 107,500.00 | (107,500.00) | 0.0% |
| **7046-00 · MD Bond Bill - Town Match** | 0.00 | 40,000.00 | (40,000.00) | 0.0% |
| **7048-00 · MHAA Grant Match** | 0.00 | 40,750.00 | (40,750.00) | 0.0% |
| **7050-00 · Repairs to Park Path** | 0.00 | 83,606.00 | (83,606.00) | 0.0% |
| **Total 7040-00 · Committed Fund Balance** | 0.00 | 1,871,856.00 | (1,871,856.00) | 0.0% |
| **Total 7010-00 · Revenue and Funding Sources** | 0.00 | 2,828,606.00 | (2,828,606.00) | 0.0% |
| **Total 7000-00 · Capital Projects** | 0.00 | 2,828,606.00 | (2,828,606.00) | 0.0% |
| **Total Other Income** | 0.00 | 2,828,606.00 | (2,828,606.00) | 0.0% |
| **Other Expense** | | | | |
| **7100-00 · Capital Projects Expenditures** | | | | |
| **7103-00 · Street Project - FY2021** | 0.00 | 2,507,106.00 | (2,507,106.00) | 0.0% |
| **7106-00 · Town Hall Design and Const.** | 0.00 | 240,000.00 | (240,000.00) | 0.0% |
| **7108-00 · MHAA Trail Project** | 0.00 | 81,500.00 | (81,500.00) | 0.0% |
| **Total 7100-00 · Capital Projects Expenditures** | 0.00 | 2,828,606.00 | (2,828,606.00) | 0.0% |
| **Total Other Expense** | 0.00 | 2,828,606.00 | (2,828,606.00) | 0.0% |
| **Net Other Income** | 0.00 | 0.00 | 0.00 | 0.0% |
| **Net Income** | **(445,653.05)** | **0.00** | **(445,653.05)** | **100.0%** |