



Town of Riverdale Park
November 18, 2019
8:00 p.m.

Special Legislative Meeting
AGENDA

Call to Order

Approval of Agenda

Public Comments

Legislative Action Items

1. Motion to withdraw introduction of 2019-OR-10 regarding weapons on Town property
2. Introduction of 2019-OR-10 regarding Chapter 65- Weapons on Town property
3. Introduction of Ordinance 2019-OR-12 regarding amendments to Chapter 64 Vehicles and Traffic
4. Motion to authorize Town Manager to sign a conditioned Agreement of Sale to acquire 5002 Queensbury Road
5. Motion regarding request for financial assistance to support Thanksgiving Food Basket program
6. Motion to approve closure of Queensbury Road between Natoli Place and Lafayette Avenue on Saturday, November 23 from 12:00 p.m. to 6:00 p.m. for Opening of Town Center Market Patio

New Business

Unfinished Business

Adjournment

Work Session
AGENDA

Call to Order

Approval of Agenda

Mayor's Report

- Report on Closed Meeting

Public Comments

Town Manager's Report

Council Committee & Ward Reports

Work Session Discussion Items

1. Partnership with Prince George's County Department of Public Works and Transportation
2. Phase 2- Public Art Traffic Box Initiative
3. Update on Capital Improvement Plan (CIP) Projects
4. Municipal Center Project: Selection of firm for Architectural Services
5. Chapter 33 Fire Prevention: Code Review and Discussion
6. Ordinance 2019-OR-10 regarding Chapter 65- Weapons on Town property
7. Ordinance 2019-OR-11 regarding Chapter 17- Camping
8. Street closing of Town Center parking lot from midnight December 13, 2019 to 9:00 p.m. on December 14, 2019 for Holiday Market and Festival of Lights (Ward 1)
9. Adopt-a-School Program
10. Federal Executive Order 13888 on Enhancing State and Local Involvement in Refugee Resettlement: Request for Consent Letter
11. Minutes

New Business

Unfinished Business

Adjournment

All members of the public in attendance are honorary members of the Council, and as such may comment on all items under discussion (subject to the same Rules of Order that apply to elected Council Members). If you have questions or comments, please stand at the microphone to be recognized.



Town of Riverdale Park, Maryland

Office of Development Services

TO: Mayor and Council

CC: Staff Leadership Team

FROM: Kevin Simpson, Development Services Director

DATE: November 15, 2019

RE: Partnership with Prince George's County DPW&T

Action Requested:

No action is requested at this time. Staff seeks input from the Mayor and Council on the presentation provided by the Prince George's County Department of Public Works and Transportation (DPW&T).

Overview:

At the November 18th Work Session, staff from County DPW&T will deliver a presentation that details a partnership with the Town to install bus shelters at certain bus stops in Town and share information about recent transit improvements in the County.

In addition, the presentation will include an update on Bus Route 14, which was discussed in the previous presentation by County DPW&T at the March 25th Work Session. This bus route was temporarily altered based on concerns about meeting on-time performance standards.

Staff from DPW&T will be available to answer questions from the Mayor and Council concerning the information shared at the presentation.

Prince George's County Department of Public Works and Transportation



PUBLIC INFORMATION BRIEFING Town of Riverdale Park November 4, 2019



Angela D. Alsobrooks
County Executive



Terry L. Bellamy
Director



Agenda

- Department Updates
- Riverdale Park Initiatives
- WSTC Public Forum –
November 12, 2019





DEPARTMENT UPDATES

The Bus

- Received 6 new ENC buses
- Won FTA LoNo Grant for 4 electric buses
- Awarded MTA grant funding for BRT study and Microtransit feasibility study
- Installed new 4 bus shelters at Oxon Hill P&R
- Started new blade sign installation for fixed bus stops
- Started examining potential County neighborhoods for a microtransit pilot in partnership with Transloc – expected launch Spring 2020

Call-A-Bus

- Received 6 new Paratransit vehicles

Bikeshare

- Preparing to expand up to 10 locations in 2019 - TBD

Riverdale Park Initiatives: Bus Shelters

- Partnership with DPW&T and InSite Street Media to identify bus stops for new bus shelter installations
- October 4th site visit: At least 8 bus stops along Riverdale Road and Kenilworth Avenue identified for potential new shelter installations
- New bus shelters and improved infrastructure will improve peak period pedestrian flow along Riverdale Road
- Improved bus stops will allow a better bus passenger experience



The Bus Route 14 Pilot

- Implemented “bypass” on April 4, 2019 to address on-time performance issues – associated with freight and commuter line train activity at the MARC Station
- Continue to monitor route performance, including impacts from Purple Line construction on MD-410 and near College Park Metro Station
- Propose Adjustments for Spring 2020, if OTP remains at or below 60%



DPW&T Future Projects

- Seeking new **third-party fixed route vendor**
- Launching microtransit pilot project **starting in March 2020**
- Continuing to **reduce advance reservation** time for Call-A-Bus
- **Improving our infrastructure network** for bicyclists and pedestrians
- **Updating Bus Stop Signs** with Unique ID numbers to allow passengers to get real-time arrivals via text
- **Expanding bikeshare** network





Town of Riverdale Park, Maryland

Office of Development Services

TO: John Lestitian, Town Manager

CC: Staff Leadership Team

FROM: Kevin Simpson, Development Services Director

DATE: November 15, 2019

RE: Phase 2 - Public Art Traffic Box Initiative

Action Requested:

No formal action is requested. Staff seek an opportunity to provide the Mayor and Council with information regarding the installation of art wraps on traffic control boxes in Town as part of the Phase 2 Neighborhood Public Art Initiative.

Overview:

As part of the 2019 Calendar Year Staff Goals, staff is continuing its efforts in public art by installing durable, vinyl-coated artwork on traffic control boxes in select areas of Town. Please note that this project will be the second phase of art wraps on traffic boxes in Town. Earlier this year, the Town installed art wraps on five (5) boxes in Town and it was well received in the community.

The Phase 2 Neighborhood Public Art Initiative will be facilitated by Hyattsville CDC and the fee range is between \$2,200 - \$2,600 per traffic control box wrap. In addition, this project is sufficiently funded in the Town's operating budget and funds will be expended within this fiscal year (FY2020) to complete the project by June 30, 2020.

Staff will be available to answer questions from the Mayor and Council during the November 18th Work Session.

Attachment:
Photos of Phase 1 Art Wraps





Town of Riverdale Park, Maryland

Department of Public Works

TO: John N. Lestitian, Town Manager

FROM: Ivy A. Lewis, Director of Public Projects and Services
Kevin Simpson, Development Services Director

DATE: November 15, 2019

RE: Update on Select Capital Improvement Plan Projects

Action Requested: No formal action is requested. Instead, staff is providing to the Mayor and Council an update on infrastructure improvement projects in the FY2020 Capital Improvement Plan (CIP) and the status of on-call engineering services.

Overview:

The FY2020 CIP Budget includes 22 projects totaling \$1.9M. Twelve of them, totaling \$1.6M or 83 percent of the total, address major infrastructure improvements or projects involving:

- stormwater management facilities;
- streets, sidewalks and curb ramps;
- open space development and beautification;
- outdoor furniture, bus shelters and receptacles;
- signage and lighting; and
- Municipal Center renovation.

Progress has been made on several projects as described below. Meanwhile, staff received three responsive and reasonable proposals for on-call engineering services and is currently negotiating a contract with each of them to provide engineering services. Once the contracts are executed, projects requiring engineering will be assigned to the appropriate firm for design followed by bid invitations for project construction. The bids will then be brought to the Mayor and Council for consideration.

Below is a brief update on each active project.

1. Longfellow Street Storm Water Improvements: an engineering firm was engaged in August 2019 and a topographic and property line survey has been completed of the areas prone to flooding. The preliminary design is being developed for review and approval by the Town and County. A final design is expected in early 2020.

2. Beal Circle Improvements: staff applied to the Maryland Department of Natural Resources for funding to develop a pocket park at this location. The funding request considers the cost of grading and stormwater management improvements to support park development.
3. Bus Stop Improvements: Prince George's County will install four bus shelters at its expense at locations identified by staff, and the Town will cover the cost of the concrete foundation for each shelter. The shelters will be installed along Riverdale Road between Taylor Road and Kenilworth Avenue.
4. Field of Dreams: staff applied to the Maryland Department of Natural Resources for funding to implement the concept plan prepared by the Neighborhood Design Center with community input. Additionally, FY2020 CIP funding includes sidewalk installation and storm water management design work. Lastly, staff are finalizing an agreement with the County for funding of tree planting.
5. Community Garden: the project description included in the approved FY2020 budget identifies the project location as 6105 51st Street for development of the community garden. Staff has identified site improvements that need to be made, including clearing significant perimeter vegetation, and has cleared debris from and fumigated the building. Next steps include obtaining a design for the garden and cost estimate for removal of vegetation and other site and building improvements and completion of a community garden management plan.
6. Municipal Center Renovations: This is the largest project underway. Phase 1 of this project involving the purchase and installation of a generator at each Municipal Center building was recently completed. Each building now has a properly sized generator that will support all operations within the buildings during an outage. An architectural firm is scheduled to be selected and the Town needs to have a construction contract in place by June 1, 2020.
7. Street Light LED Retrofit: staff recently ordered 10 LED fixtures and poles that will be built to Town specifications over the next several weeks; delivery is expected by the end of the year and installation of the new fixtures will occur as weather permits during the first quarter of the new year.
8. Street Furniture and Waste Receptacles: staff has identified several new locations for waste receptacles, including at the corner of Queensbury Road and Route 1 and along the Trolley Trail. Staff expects to fully expend the FY2020 budget on receptacles that will be ordered within the next several weeks.
9. Streets and Sidewalk Improvements: staff has submitted two Community Development Block Grant (CDGB) applications for sidewalk improvements. County Council action on FY2020 reprogram funds are expected within the next 30 to 60 days; the application for FY2021 funds will be decided as part of the County budget process. Additionally, staff will be working with the Town's on-call engineering firms to finalize street overlays, repairs, and roadway marking installations (stop bars, crosswalks, and bike sharrows).

Staff will be available at the upcoming Council meeting to answer questions about FY2020 Capital Improvement projects.



Town of Riverdale Park, Maryland

Department of Public Works

TO: John N. Lestitian, Town Manager

FROM: Ivy A. Lewis, Director of Public Projects and Services

DATE: November 15, 2019

RE: Municipal Center Project: Selection of Firm for Architectural Services

Action Requested: Staff requests that at the December 2nd Legislative Session, the Mayor and Council authorize the Town Manager to enter into an agreement for Architectural and Design Services with Frederick Ward Associates for an amount not to exceed Two Hundred and Nine Thousand and Forty Dollars (\$209,040).

Overview:

The Mayor and Council reviewed a draft project scope for the Municipal Center Project at a Council work session on August 24, 2018 and on September 10th formally established the Municipal Center Project Scope. Throughout the following ten (10) months, staff worked to reposition the project funding sources to match the project scope.

Recently, staff issued a Request for Proposals (RFP) for Architectural and Design Services incorporating this project scope. On October 16th staff hosted a pre-proposal meeting and Municipal Center tour. Five architectural firms attended the meeting and tour. Two of the firms submitted proposals on or before the October 25th due date.

The firms submitting proposals included Frederick Ward Associates for Two Hundred and Nine Thousand and Forty Dollars (\$209,040), inclusive of a detailed cost breakdown for six project phases; and, Leuterio Thomas, LLC, for One Hundred and Twenty-One Thousand Dollars (\$121,000) based on an estimated construction cost of \$1.5M. The latter proposal cost, while lower, was based on a percentage of the estimated construction cost and at the same time excluded numerous services the project would likely need. So, the true cost of the Leuterio Thomas, LLC proposal cannot be determined.

The Proposal Review Committee selected Frederick Ward Associates as the most responsive to the RFP and for the firm's and subcontractor's experiences with municipal projects of similar size and scope as well as new construction and expansion projects, several with sustainable elements. Additionally, the firm provided a breakdown of the project fees for each phase, consistent with the needs of the project that supported the overall cost proposal. Lastly, the firm provided a very simple to follow project management structure that incorporates Quality Assurance and Quality Control Procedures and a tracking system to monitor the project budget and scope.

The Municipal Center Project is funded primarily from restricted use revenues, including several Bond Bills and a 15-year and 30-year Community Development Administration loan.

Staff will be available at the November 18th Council meeting to answer questions.



Town of Riverdale Park, Maryland

Town Administration

TO: Mayor and Council
FROM: John N. Lestitian, Town Manager
DATE: November 16, 2019
RE: Code Review and Recommendation: Chapter 33 - Fire Prevention

Action Requested

Staff seek an opportunity to review Chapter 33 - Fire Prevention with the Mayor and Council. Additionally, staff seek direction to finalize edits in collaboration with representative(s) from The Riverdale Volunteer Fire Department Incorporated (RVFD) and to prepare an amended ordinance for introduction at the December 2nd Legislative Meeting.

Background

The 2019 Calendar Year Staff Goals include the review and update of various chapters within the Town Code. Chapter 33 - Fire Prevention has been identified as a chapter requiring review.

An initial review of Chapter 33 included input from Steve Lamphier, President of RVFD. This initial review revealed that much of the Chapter requires updating. The Chapter currently covers aspects of the relationship between the Town and Fire Department along with various fire prevention items. According to the Maryland Department of Assessments and Taxation, RVFD was officially formed on August 26, 1927. Chapter 33 was originally adopted in 1954 and last updated in 1995.

The Maryland Fire Prevention Code and the Fire Safety Law of Prince George's County now cover many of the items discussed in Chapter 33. Online research shows that neighboring municipalities do not address a relationship between the municipality and a volunteer fire department. Additionally, the majority have simplified how fire prevention issues are addressed.

Recommendation:

Staff recommend that the Town complete its review of the Chapter in collaboration with representative(s) from The Riverdale Fire Department Incorporated and prepare an amended ordinance for introduction at the December 2nd Legislative Session.

Chapter 33
FIRE PREVENTION

§ 33-1. Fire Department established; Prince George's County Fire Prevention Code adopted.

§ 33-2. Officers; how selected and confirmed.

§ 33-3. Rules and regulations; concurrence by Council.

§ 33-4. Duties of Chief.

§ 33-5. Periodical reports by Chief.

§ 33-6. Duties of Deputy Chief.

§ 33-7. Department without authority to pledge town credit.

§ 33-8. [Repealed 4-7-69.]

§ 33-9. Right-of-way in streets; fire lines.

§ 33-10. Impeding department.

§ 33-11. Rights reserved by Mayor and Council.

§ 33-12. Town Fire Marshal; duties and authority.

§ 33-13. Procedure for abatement of fire hazard.

§ 33-14. Fire escapes and fire extinguishers.

§ 33-15. Vacant buildings to be locked or secured.

§ 33-16. Inflammable ash containers unlawful.

§ 33-17. When smoking or carrying ignited materials unlawful.

§ 33-18. Disposal of residue from dry-cleaning establishments.

§ 33-19. Place of public meeting or assembly.

§ 33-20. House numbers.

§ 33-21. Violations; penalties.

**[HISTORY: Adopted 1-20-54, effective 2-1-54. Amended and revised 2-6-95.
Amendment history
noted where applicable.]**

REFERENCES

Municipal infractions -- See Chapter 46.

§ 33-1. Fire Department established; Prince George's County Fire Prevention Code adopted. [Amended 12-7-64. Amended 2-6-95.]

A Fire Department to be known as "The Riverdale Fire Department, Incorporated" is hereby authorized pursuant to Article 23A of the Annotated Code of the Public General Laws of Maryland, as amended and supplemented, and § 302 of the town charter. The Fire Safety Law of Prince George's County, Maryland, as amended, is hereby adopted as the Fire Prevention Code of the Town of Riverdale Park. The term "permit" or "license" referred to therein shall mean a permit or license required by the Fire Prevention Code of Prince George's County, as amended, except where a different interpretation is evident from the context.

§ 33-2. Officers; how selected and confirmed. [Amended 4-7-69; 8-31-70; 2-1-71. Amended 2-6-95.]

The officers of the Fire Department shall consist of a Chief, Deputy Chief, Town Fire Marshal, and such subordinate officers as the Fire Department may determine to elect or appoint. The appointment of the Chief, the Deputy Chief, and the Town Fire Marshal shall be confirmed by the Mayor and Council. The Chief, Deputy Chief, and Town Fire Marshal shall reside in the incorporated limits of the Town of Riverdale Park. It shall be required that either the Chief or Deputy Chief shall possess the same qualifications as the Mayor to hold office or that, in lieu thereof, the Chief and Deputy Chief shall each be required to be at least twenty-five (25) years of age, shall each have resided within the corporate limits of the Town of Riverdale Park for at least two (2) years, and shall each post a bond of ten thousand dollars (\$10,000) for the faithful performance of his duties. The residency requirements may be waived at any public meeting by the Mayor and Council.

§ 33-3. Rules and regulations; concurrence by Council. [Amended 4-7-69.]

The Fire Department shall have the right to make and adopt, from time to time, amend, alter and repeal the Departmental Constitution and Bylaws, rules and regulations for its government and discipline, for the election, punishment, suspension and expulsion of members and for defining their duties, and for the management, preservation, and protection of all public property entrusted to the care of the Department. Such Constitution and Bylaws, rules and regulations, however, shall not be inconsistent with any town ordinance, any Prince George's County law, or any law of the State of Maryland or of the United States.

§ 33-4. Duties of Chief.

The Chief shall be the commanding officer of the Fire Department and shall be responsible for the proper conduct and management thereof at all times. He shall, upon assuming the duties of his office, receipt to the Mayor and Council for all public property belonging to the town and used by the Fire Department, and thereafter he shall be responsible for the safe-keeping, preservation and protection thereof, and shall account therefore to the Mayor and Council upon the expiration of his term of office or at such time during his tenure of office as may be required. The Chief shall have within the town at all times the police authority of a bailiff of the town.

§ 33-5. Periodical reports by Chief. [Amended 4-7-69.]

The Chief shall once each month make a report to the Mayor and Council of the needs and operations of the Fire Department, and such report shall show the number of fires attended and the cause thereof, when known; the character of the property burned and the approximate amount of the loss; the names of the owners and occupants, the amount of the insurance carried thereon, if any, and the casualties, if any. The Chief shall also have charge of all tests of hose, tools or implements and apparatus proposed to be purchased for the use of the Fire Department.

§ 33-6. Duties of Deputy Chief.

The Deputy Chief shall be the second officer in charge of the Fire Department, and in the absence or disability of the Chief, he shall perform all duties and have all the powers of Chief. In the event of a vacancy in the office of Chief by reason of death, resignation or other cause, the Deputy Chief shall assume the duties of the office until the Fire Department has duly elected and the Mayor and Council have ratified the election of a successor to the vacated office. Should the Deputy Chief also be unable to fulfill the duties required, the chain of command of the Constitution and Bylaws of the department shall be implemented to provide that fire and emergency services be maintained at all times.

§ 33-7. Department without authority to pledge town credit.

Neither the Fire Department nor any of its officers or members nor any organization formed among themselves shall have any power to incur any expense or contract any debt or obligation or pledge the credit in any way of the town, unless specifically authorized to do so by the Mayor and Council.

§ 33-8. [Repealed 4-7-69.]**§ 33-9. Right-of-way in streets; fire lines.**

The Fire Department, while responding to an alarm of fire, shall have the right-of-way over all streets, avenues, alleys, and other public places. While engaged in extinguishing a fire,

the department shall have the right and power to divert traffic and to rope off and close to the public any street, avenue, alley, or other public or private place, dwelling or building.

§ 33-10. Impeding department.

It shall be unlawful as a misdemeanor for any person to impede or interfere with the Fire Department by doing any of the following;

- (a) To hinder, delay, impede or interfere with the Fire Department or any members thereof in the performance of his or their duties at any time.
- (b) To injure, deface, improperly use or destroy any property of any kind used by the Fire Department or to appropriate any such property for personal use or to use such property without lawful authority.
- (c) To knowingly or willfully give any false alarm of fire or other emergency.
- (d) To turn on the water at any fire hydrant or to interfere with, injure or destroy any fire hydrant or to remove the cap or caps there from without lawful authorization.
- (e) To block or obstruct any fire hydrant.
- (f) To operate any vehicle over any unprotected hose line.
- (g) To enter any building or other place or to cross into or enter any area from which the public is excluded by order of the Fire Department while the department is engaged in extinguishing a fire or investigating the incidence of fire.
- (h) To wear any of the insignia, uniform or equipment of the Fire Department without authorization of the Fire Chief.
- (I) To impersonate or falsely represent oneself as a member of the Fire Department.

§ 33-11. Rights reserved by Mayor and Council. [Amended 4-7-69.]

The right is reserved by the Mayor and Council to amend, alter or repeal this chapter at any time, after consultation with the Fire Department. Any changes proposed by the Mayor and Council shall not conflict with county, state, or federal laws or regulations.

§ 33-12. Town Fire Marshal; duties and authority. [Amended 4-7-69.]

The department shall provide in its Constitution and Bylaws for the election or appointment of the town Fire Marshal. The duty of the town Fire Marshal shall be to represent the Fire Department in the prevention of fires, and for this purpose he is authorized to examine all buildings hereafter erected or altered in the town, to require that they conform to the

ordinances of the town and the National Fire Protection Association, International, for the prevention of fire hazards.

The Fire Marshal is also authorized at all reasonable times to enter upon and into any and all premises, buildings or structures within the town for the purpose of examining and inspecting them to ascertain the conditions thereon or therein with regard to the presence or arrangement or deposits of any articles, materials, substances, goods, wares, merchandise or other thing or things that may, in his judgment, tend to create danger of fire or unnecessarily or unreasonably interfere with the work of the Fire Department in the event of fire upon the premises, buildings or structures, or the loss of life of the occupants or other persons on the premises, buildings or structures in the event of fire, as well as for the purpose of examining and inspecting with the regard to the condition, size, arrangement and efficiency of any and all fire-prevention appliances or of the need for such equipment. After inspections of private dwellings, the Fire Marshal shall report, in writing, the results of his inspections to the Mayor and Council and to the Chief of the Fire Department.

On emergency alarms, or during incidental inspections, if an infraction be observed and should the situation require that action be taken to correct a life, safety, or property hazard, a correction order may be written in accordance with the Prince George's County Code, Subtitle 11, Fire Safety Code, by any member of the Riverdale Fire Department observing the infraction. Compliance, fines, and appeals to the correction order shall conform with and be sustained by Prince George's County laws.

§ 33-13. Procedure for abatement of fire hazard.

If, as a result of any inspection authorized by this chapter, the Fire Marshal shall be of the opinion that on or in any premises, buildings or structures within the town any rubbish, debris, waste, inflammable or combustible material found thereon is not so kept or arranged as to afford a reasonable safeguard against the danger of fire; or that the articles, materials, goods, wares and merchandise found on or in the premises, buildings, or structures are so deposited or arranged that the occupants thereof or persons in or on the same would not, because of such disposition or arrangement, be afforded reasonable access to the exits from the premises, buildings or structures in case of fire; or that by reason of such disposition or arrangement the members of any Fire Department would be unnecessarily and unreasonably interfered with or obstructed in the discharge of their duties in and about the premises, buildings or structures in the event of fire on or in the same, then it shall be the duty of the Fire Marshal or other Fire Department official to issue a correction order. Notice shall be given in writing to the Mayor and Council of all correction orders written.

The Mayor and Council, if in their judgment the conditions warrant, shall immediately cause written notice to be given the owner or owners, occupier or occupiers of the premises, buildings or structures whereon or wherein the conditions have been found to exist, warning such interested person or persons of the existence of the conditions with a description thereof, and the Mayor and Council may also order, in writing, that such conditions be abated, corrected or removed within the time and in the manner prescribed in the notice.

If the owner or owners, occupier or occupiers, his, her or their agent or agents consider themselves aggrieved by the order, he, she, or they may, within three (3) days after the receipt of the notice, appeal to the Mayor and Council, in writing, for the revocation or modification of the order affecting the property; whereupon the Mayor and Council shall grant a hearing upon the appeal within twenty-one (21) days, following which they shall enter such order as the public safety may require. If any person shall refuse to comply with the terms of such order, the Fire Marshal is hereby directed and empowered to remove or correct the dangerous condition found to exist upon the property at the expense of the owner, owners, occupier or occupiers, and the cost of removing or correcting the condition may be recovered by the Mayor and Council from the owner, owners, occupier or occupiers by suit, if necessary, and such suit shall also include all expenses incurred in the recovery of funds, such as attorneys' fees, court costs, and the like.

In addition, any person responsible for the existence of such a fire hazard who refuses to abate it when ordered, as herein provided, or who shall interfere with or obstruct the Fire Marshal in the making of any inspection authorized by this chapter, shall be guilty of a misdemeanor and be subject to the penalties prescribed by this chapter.

§ 33-14. Fire escapes and fire extinguishers.

It shall be unlawful for any person to permit the use of any building or structure within the town for any purpose unless the building or structure is equipped with such fire escapes or other safety device, fire extinguishers and fire-fighting equipment as may be required with respect to buildings or structures of its kind by county, state, and federal fire regulations.

§ 33-15. Vacant buildings to be locked or secured.

It shall be unlawful for the owner or agent of any property to knowingly permit any vacant or unoccupied building to be unsecured, unlocked or unbarred against entry by vagrants or unauthorized persons. It shall be the duty of the police whenever they shall have cause to believe that any vacant or unoccupied building is inadequately secured against such entry to notify the owner or agent thereof of the condition by written or printed notice to their address, if known, or if unknown, by notice to the person in whose name the property is assessed for town taxes, advising that action be taken immediately to secure the property against unauthorized entry. Any person responsible for the property who shall fail to act within twenty-four (24) hours after the receipt of such notice to secure, lock or bar such vacant or unoccupied building shall, upon conviction, be subject to the penalties provided by this Code.

§ 33-16. Inflammable ash containers unlawful.

No person shall keep ashes in any wooden or inflammable container or on any wooden or inflammable material of which the building where they are kept is constructed; provided that, before subjecting such person to the penalties of this Code, a notice shall be given the offending party and a reasonable time be allowed to permit compliance with the requirements of this

section. Failure to comply with this section shall be a misdemeanor and shall correspond to the penalties for misdemeanors contained in this chapter.

§ 33-17. When carrying ignited smoking materials or open flame unlawful.

It shall be unlawful for any person to carry or have any lighted match, pipe, cigar, or cigarette or to carry or use any open flame in any warehouse or storeroom wherein may be stored any rags, hay, spirits of turpentine, petroleum, tar, pitch, rosin, gunpowder, gasoline or illuminating oils or other such combustible materials, or in any moving-picture or public assembly theater or auditorium.

§ 33-18. Disposal of residue from dry-cleaning establishments.

The owner or operator of every dry-cleaning establishment shall provide for the immediate disposal of the residue from dry cleaning by the removal of such residue in secure metal containers to some safe place of disposal outside of the town. Disposal shall conform to county, state, and federal regulations and laws.

§ 33-19. Place of public meeting or assembly. [Amended 6-17-65.]

It shall be unlawful to build or construct any auditorium, assembly room, church, school, theater, lodge hall or other building of any kind in which there is any assembly room capable of seating at any one (1) gathering more than seventy-five (75) people if the wall or any portion of the building within which it is situated shall in any residential zone be within twenty-five (25) feet of any property line of a residence designed or used as sleeping quarters for human beings. No auditorium, assembly room, church, school, theater, lodge hall or other building proposed to be used as a place of public meetings or assemblage, regardless of its seating capacity, shall hereafter be built or erected within the town unless, in addition to the parking areas required by county zoning or other regulations there is provided space for a fire lane of a width of twenty-five (25) feet so arranged as to permit adequate turning space and the ready ingress and egress of fire-fighting equipment and other emergency vehicles, and there be available a fire hydrant within six hundred (600) feet of any building used as a place of public meetings.

§ 33-20. House numbers. [Added 2-6-95.]

The owner or occupant of any building or structure within the town shall have and keep affixed thereto the appropriate house number of a size and type and so placed as to be clearly legible from the street. The size shall not be less than four (4) inches in height and of a bold character, and the color shall be of a contrasting shade so that the number is easily discernable. The numbers shall be placed on the front of the house or the side that faces the street to which the address is assigned. The numbers shall conform to the plan of house numbering prepared by the Maryland-National Park and Planning Commission pursuant to its authority and applicable laws.

§ 33-21. Violations; penalties. [Amended 9-13-65. Amended 2-6-95.]

(a) Violations of the provisions of §§ 33-10, 33-13, 33-16, and 33-17 are misdemeanors and, upon conviction thereof, violators shall be subject to a fine of not more than one thousand dollars (\$1,000) or imprisonment of not more than six (6) months, or both.

(b) Violations of the provisions of §§ 33-14, 33-15, and 33-20 are infractions, the fines for which shall be one hundred dollars (\$100) for any single, initial violation and two hundred dollars (\$200) for each repeat or continuing violation.



Town of Riverdale Park, Maryland

Police Department

TO: John N. Lestitian, Town Manager

FROM: David Morris, Chief of Police

CC: Staff Leadership Team

DATE: November 15, 2019

RE: Ordinance 2019-OR-10 regarding Chapter 65- Weapons

Action Requested:

No action is requested at the November 18 Work Session. Staff request that the Mayor and Council adopt Ordinance 2019-OR-10 regarding Chapter 65- Weapons at the December 2 Legislative Meeting.

Background:

The Riverdale Park Police Department has a policy in place that prohibits weapons in the Police Department building. Staff request that the Mayor and Council take legislative action to codify this policy and extend it to other Town-owned property.

Attachment:

Ordinance 2019-OR-10 regarding Chapter 65- Weapons

1 **COUNCIL OF THE TOWN OF RIVERDALE PARK**

2
3 **ORDINANCE 2019-OR-10**

4
5
6 **Introduced By:**

7
8 **Date Introduced:**

9
10 **Date Adopted:**

11
12 **Date Effective:**
13 _____

14
15 **AN ORDINANCE** concerning

16
17 **POSSESSION OF WEAPONS**

18
19 **FOR** the purpose of prohibiting the possession of certain weapons in or on properties owned or
20 occupied by the Town of Riverdale Park; providing certain exceptions and penalties for
21 violations; and generally relating to the prohibition of the possession of certain weapons
22 at certain locations in the Town of Riverdale Park.

23
24 **BY** adding

25
26 Chapter 65, WEAPONS

27 Section 65-1

28 Code of the Town of Riverdale Park

29 (January 2008 Revision as Supplemented)
30

31 **SECTION 1: BE IT ENACTED BY THE COUNCIL OF THE TOWN OF**
32 **RIVERDALE PARK**, that new Section 65-1, under the new Chapter 65, WEAPONS, is hereby
33 added to the Code of the Town of Riverdale Park (January 2008 Revision as Supplemented), to
34 follow immediately after Section 64-20 of Chapter 64, VEHICLES AND TRAFFIC, and to read
35 as follows:
36

CHAPTER 65, WEAPONS**§ 65-17. PROHIBITION AGAINST POSSESSION OF WEAPONS.**

(A) FOR THE PURPOSES OF THIS SECTION, THE FOLLOWING WORDS AND PHRASES SHALL HAVE THE MEANINGS RESPECTIVELY ASCRIBED TO THEM IN THIS SECTION:

(1) "WEAPON" MEANS AN OBJECT, EVEN IF MANUFACTURED FOR A NONVIOLENT PURPOSE, THAT HAS A POTENTIALLY VIOLENT USE, OR A "LOOK-A-LIKE" OBJECT THAT RESEMBLES AN OBJECT THAT HAS A POTENTIALLY VIOLENT USE OR CAUSES DEATH OR BODILY HARM. "WEAPON" INCLUDES BUT IS NOT LIMITED TO A LOADED OR UNLOADED FIREARM, A KNIFE, A DAGGER, BRASS KNUCKLES, A STILETTO, A SWORD CANES AND OR OTHER KIND OF SHARP POINTED CANE, A SLINGSHOT, A BLUDGEON, A NUNCHUCK, A PELLET GUN, A BB GUN, A PAINTBALL GUN AND A SOFT PELLET GUNS, LIVE AMMUNITION OR ORDNANCE, OR CHEMICALS THAT WHEN MIXED TOGETHER BECOME EXPLOSIVE.

(2) "FIREARM" MEANS A WEAPON, INCLUDING A STARTER GUN, CAPABLE OF EXPELLING A PROJECTILE BY THE ACTION OF AN EXPLOSIVE. THIS INCLUDES THE FRAME OR RECEIVER OF ANY SUCH WEAPON, ANY FIREARM MUFFLER OR SILENCER, OR ANY DESTRUCTIVE DEVICE. (I.E.: "MRE BOMB", ARTILLERY SIMULATOR OR EXPLODING FIREWORKS).

(B) EXCEPT AS PROVIDED IN SUBSECTION (C) A PERSON MAY NOT POSSESS A WEAPON ON OR IN, OR WITHIN 100 YARDS OF, A BUILDING OR PARK OWNED BY THE TOWN OF RIVERDALE PARK.

(C) THE PROHIBITION IN SUBSECTION (B) OF THIS SECTION DOES NOT APPLY TO THE FOLLOWING:

(1) A LAW ENFORCEMENT OFFICER WHO IS IN UNIFORM, ACTING IN THE OFFICER'S OFFICIAL CAPACITY, ON OR OFF OFFICIAL DUTY AND REPRESENTING THE OFFICER'S AGENCY, PROVIDED THAT ANY WEAPON IS CARRIED AS DIRECTED BY THE POLICY OF THE OFFICER'S LAW ENFORCEMENT AGENCY FOR WEARING AND CARRYING SUCH WEAPON.

(2) A LAW ENFORCEMENT OFFICER WHO IS NOT IN UNIFORM, BUT WHO IS ACTING IN THE OFFICER'S OFFICIAL CAPACITY, ON OR OFF OFFICIAL DUTY, REPRESENTING THE OFFICER'S LAW ENFORCEMENT AGENCY, DISPLAYING THE OFFICER'S BADGE OF AUTHORITY, AND PROVIDED THAT ANY WEAPON IS CARRIED AS DIRECTED BY THE POLICY OF THE

81 OFFICER'S LAW ENFORCEMENT AGENCY FOR WEARING AND
82 CARRYING SUCH WEAPON.

83
84 (3) A RETIRED LAW ENFORCEMENT OFFICER WHO IS LAWFULLY
85 CARRYING A WEAPON AS AUTHORIZED BY STATE OR FEDERAL LAW.

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87 (D) A PERSON WHO VIOLATES THIS SECTION IS GUILTY OF A MISDEMEANOR AND
88 IS SUBJECT TO A FINE OF NOT MORE THAN ONE THOUSAND DOLLARS (\$1,000)
89 OR IMPRISONMENT FOR NOT MORE THAN SIX MONTHS (6), OR BOTH.

90
91 **SECTION 2: AND BE IT FURTHER ENACTED** that this Ordinance shall become
92 effective twenty (20) calendar days after its passage by the Council.

93
94 ATTEST: COUNCIL OF THE TOWN OF
95 RIVERDALE PARK
96
97
98

99 _____
100 John Lestitian, Town Manager

_____ Alan K. Thompson, Mayor

101
102 EXPLANATION:

103
104 CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

105 Underlining indicates amendments to the Ordinance.

106 ~~Strike Out~~ indicates matter deleted from the law or stricken from the Ordinance by amendment.

107 *** indicate omission of existing text not modified by this Ordinance.



Town of Riverdale Park, Maryland

Town Administration

TO: Mayor and Council

FROM: John N. Lestitian, Town Manager

DATE: November 15, 2019

RE: Ordinance 2019-OR-11 regarding Chapter 17- Camping

Action Requested: No action is requested at the November 18 Work Session. Staff request that the Mayor and Council adopt Ordinance 2019-OR-11 regarding Chapter 17- Camping at the December 2 Legislative Meeting.

Background: Currently, Chapter 17 prohibits certain camping and establishes a requirement for a Town permit in order to camp. As previously discussed, the Town does not have any established forms or processes for Camping Permit applications and a review of available records did not reveal any issuance of such permits or enforcement of this Chapter.

Staff have reviewed how other jurisdictions address camping. A summary chart follows:

| Jurisdiction | Camping Ordinance | Park Regulations | Silent on Camping |
|---------------------|--------------------------|-------------------------|--------------------------|
| College Park | | | X |
| Hyattsville | | | X |
| Berwyn Heights | | | X |
| Edmonston | | | X |
| New Carrollton | | | X |
| Takoma Park | | | X |
| MNCPPC | | X | |
| Bowie | | X | |
| Rockville | | X | |
| Frederick | X | | |

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Chapter 17 CAMPING

§ 17-1. DEFINITIONS.

AS USED IN THIS CHAPTER THE FOLLOWING TERMS HAVE THE MEANINGS INDICATED:

“CAMP” OR “CAMPING” MEANS THE USE OF PROPERTY FOR LIVING ACCOMMODATION PURPOSES INCLUDING, BUT NOT LIMITED TO, SLEEPING OR RESTING OR MAKING PREPARATIONS TO SLEEP OR REST (INCLUDING THE LAYING DOWN OF BEDDING FOR THE PURPOSE OF SLEEPING OR RESTING), STORING PERSONAL BELONGINGS, MAKING A FIRE, OR USING A TENT, SHELTER OR OTHER STRUCTURE OR VEHICLE FOR SLEEPING OR RESTING, OR DOING ANY DIGGING OR EARTH BREAKING. THESE ACTIVITIES CONSTITUTE CAMPING WHEN IT REASONABLY APPEARS, IN LIGHT OF ALL THE CIRCUMSTANCES, THAT A PARTICIPANT IN ONE OR MORE OF THESE ACTIVITIES IS USING THE AREA AS A LIVING ACCOMMODATION REGARDLESS OF THE INTENT OF THE PARTICIPANT OR THE NATURE OF ANY OTHER ACTIVITIES IN WHICH THE PARTICIPANT ALSO MAY BE ENGAGING.

§ 17-2. PROHIBITION.

A PERSON MAY NOT CAMP OR ENGAGE IN CAMPING ON ANY LAND OR OTHER PROPERTY OWNED BY, LEASED OR LICENSED TO, OR OTHERWISE UNDER THE CONTROL OF THE TOWN. A VIOLATION OF THIS SECTION IS A MUNICIPAL INFRACTION.

§ 17-3. REMOVAL OF PROPERTY.

IF, AFTER NOTICE, A PERSON DOES NOT REMOVE PROMPTLY PERSONAL PROPERTY USED TO CAMP OR ENGAGE IN CAMPING IN VIOLATION OF THIS CHAPTER, THE TOWN MAY REMOVE AND DISPOSE OF THE PERSONAL PROPERTY WITHOUT FURTHER NOTICE.

§ 17-4. PENALTIES.

A PERSON WHO CAMPS OR ENGAGES IN CAMPING IN VIOLATION OF THIS CHAPTER IS GUILTY OF A MUNICIPAL INFRACTION. EACH DAY THAT A VIOLATION OF ANY PROVISION OF THIS CHAPTER CONTINUES IS A SEPARATE OFFENSE. THE PENALTY FOR EACH VIOLATION IS ONE HUNDRED DOLLARS (\$100.00).

SECTION 2: AND BE IT FURTHER ENACTED that this Ordinance shall become effective twenty (20) calendar days after its passage by the Council.

ATTEST:

COUNCIL OF THE TOWN OF
RIVERDALE PARK

Jessica Barnes, Town Clerk

Alan K. Thompson, Mayor

EXPLANATION:

CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

Underlining indicates amendments to the Ordinance.

~~Strike Out~~ indicates matter deleted from the law or stricken from the Ordinance by amendment.

*** indicate omission of existing text not modified by this Ordinance.



Town of Riverdale Park, Maryland

Town Administration

TO: John N. Lestitian, Town Manager

FROM: Jessica Barnes, Town Clerk

Cc: Leadership Team

DATE: November 14, 2019

RE: Closure of Town Center parking lot from midnight on December 13, 2019 to 9:00 p.m. on December 14, 2019 for annual Holiday Market and Festival of Lights

Action Requested

No action is requested at the November 18th Council Work Session. Staff requests that the Mayor and Council approve the closure of the Town Center parking lot from midnight on December 13, 2019 to 9:00 p.m. on December 14, 2019 for the annual Holiday Market and Festival of Lights at the December 2nd Legislative Meeting.

Overview

The Town's annual Holiday Market and Festival of Lights is scheduled for Saturday, December 14th from 12 noon to 8:00 p.m. In order to prepare for and hold the event, the closure of the Town Center parking lot from midnight on December 13, 2019 to 9:00 p.m. on December 14, 2019 is requested.



Town of Riverdale Park, Maryland

Town Administration

TO: Mayor and Council

FROM: John N. Lestitian, Town Manager

DATE: November 15, 2019

RE: Adopt a School Program

Action Requested:

Staff seek an opportunity to share information on the Prince George's County Adopt a School Program and to receive direction from the Mayor and Council on the Town's position regarding participation in this program.

Background:

Earlier this year, there were informal discussions within the Town about the Prince George's County School System's Adopt a School Program. The purpose of the program is to support public schools throughout the County through enhanced educational experiences, financial support, and volunteerism focused on improving student outcomes. The County has established a goal for every school to be adopted by a business, community, or interfaith partner by the start of the 2019 – 2020 school year. As of November 11, 2019, one-hundred eighteen (118) public and charter schools in the County have been adopted. Eighty-nine (89) schools remain available for adoption. It is staff's understanding that schools may be adopted by more than one entity.

There are two schools within the Town's corporate boundary, Riverdale Elementary School and College Park Academy. While not within the Town, William Wirt Middle School and Parkdale High School serve children and young adults from the Town. All four (4) of these schools are listed as being adopted.

While the Town has not officially adopted Riverdale Elementary School, the Town has a long history of support. The following table compares the program requirements to the Town's current efforts to support Riverdale Elementary School.

| <u>Activity and Support</u> | <u>Adopt a School</u> | <u>Town's Current Efforts</u> |
|------------------------------------|------------------------------|--------------------------------------|
| College and Career Exposure | X | X |
| Financial Support \geq \$5,000 | X | X |
| Volunteer Service | X | X |

Staff will be prepared to respond to questions or concerns about the program and the Town's current efforts.

Attachment: Adopt a School Program Brochure

Town of Riverdale Park
Legislative Meeting Minutes
October 7, 2019
8:00 p.m.

In Attendance

Mayor Alan K. Thompson
CM Marsha Dixon, Ward 1 (left at 9:22 p.m.)
CM David Lingua, Ward 3
CM Christopher Henry, Ward 4

John N. Lestitian, Town Manager
Jessica Barnes, Town Clerk
Rosa Guixens, Assistant Chief of Police
Gentry Jones, Finance Program Specialist

Absent

CM Aaron Faulx, Ward 2
CM Colleen Richardson, Ward 5
CM Hala Mayers, Ward 6

Call to Order

Mayor Thompson called the Legislative Meeting to order at 8:09 p.m.

Pledge of Allegiance

The Pledge of Allegiance was recited followed by a moment of reflection.

Approval of Agenda

CM Dixon made a motion to approve the agenda as amended. The motion was seconded by CM Lingua. Vote: 3-0-1 (favorable, Mayor Thompson abstained)

Discussion:

Item 2 under New Business was removed from the agenda and the Finance Report was moved to after Legislative Action Item 7.

Mayor's Report

Mayor Alan K. Thompson reported:

- Closed meeting report: Held on October 7th to consider the acquisition of real property for a public purpose and matters directly related thereto. Closed at 7:56 p.m. on 10/7 and in attendance were Mayor Thompson and CMs Dixon, Lingua and Henry. The only vote taken was to allow the Mayor to discuss the contents of the meeting with the CMs not present. The meeting was adjourned at 8:04 p.m.
- Death of former CM Mary Donaldson
- Belgium Festival to be held on October 12th at Riversdale
- Coffee with a CM will be held on October 12th at 11 a.m.

Town Manager Report

Town Manager John N. Lestitian reported:

- A formal presentation of the grant from Firehouse Subs Public Safety Foundation will be held on October 10th in Annapolis
- Kickoff of free leaf bag campaign to encourage residents to bag their leaves
- Community Walk scheduled for October 19th at 9 a.m. Door hangers will be distributed to homes along the route.
- Discussion regarding challenges with Park Tanglewood and action taken

Finance Report

Finance Specialist Gentry Jones reported, as of September 30, 2019, subject to audit:

Expenditures: \$322,379

Revenue: \$520,743

CM Dixon made a motion to adopt the Finance Report subject to audit. The motion was seconded by CM Lingua. Vote: 3-0-1 (favorable, Mayor Thompson abstained)

Correspondence Summary

The Correspondence Summary was included in the meeting materials.

Fire Department Report

There was no report from the Fire Department.

Council Committee & Ward Reports

CM David Lingua, Ward 3

CM David Lingua reported:

- CKAR CDC will meet on October 8th from 7-9 p.m. at the Yorkshire Building, Suite 203
- Taste of Sarvis event was held in September and the fundraising campaign is ongoing
- Community Walk held in September was better attended and it was good to see residents along the route
- Recently received reports of parking and traffic concerns along Oglethorpe Street
- Encouraged everyone to attend the Belgian Fest at Riversdale House Museum and Oktoberfest at Riverdale Park Station on October 12th
- Thoughts on former CM Mary Donaldson

CM Christopher Henry, Ward 4

CM Christopher Henry reported:

- Condolences to the Donaldson family
- Thank you to Town Manager for posting sign on Silk Tree Drive regarding free leaf bag distribution
- Plans to meet Belgian Ambassador at Riversdale on October 12th
- Participated in Conference Call regarding Defined Benefit Plans on October 4th
- Thank you to DPW for trimming the trees in Madison Hill community

Public Comments on Non-Agenda Items and Consent Agenda Items

There were no public comments.

Consent Agenda

Motion to approve consent agenda items:

1. Fence Permit Request: 6-foot wood fence in backyard of 4702 Oliver Street (Ward 1)

2. Minutes: June 17, 2019 Work Session, July 1, 2019 Legislative Meeting and August 26, 2019 Work Session

CM Lingua made a motion to approve the Consent Agenda. The motion was seconded by CM Dixon. Vote: 3-0-1 (favorable, Mayor Thompson abstained)

Legislative Action Items:

1. Motion to adopt Resolution 2019-R-08 regarding Go Green Grant Program

CM Lingua made a motion to adopt Resolution 2019-R-08 regarding Go Green Grant Program. The motion was seconded by CM Henry. Vote: 4-0 (favorable)

Discussion:

Town Manager Lestitian provided an overview of the Grant program.

2. Motion to adopt Ordinance 2019-OR-06 regarding Small Cell Design Guidelines

Town Manager Lestitian recommended that adoption be delayed until the November 4th Legislative Meeting. There were no objections.

3. Motion to adopt Ordinance 2019-OR-07 correcting the codification of the provisions of Ordinance 2019-OR-03

CM Dixon made a motion to adopt Ordinance 2019-OR-07 correcting the codification of the provisions of Ordinance 2019-OR-03. The motion was seconded by CM Lingua. Vote: 3-0-1 (favorable, Mayor Thompson abstained)

4. Motion to adopt Ordinance 2019-OR-08 repealing Chapter 22- Clubs

CM Henry made a motion to adopt Ordinance 2019-OR-08 repealing Chapter 22- Clubs. The motion was seconded by CM Dixon. Vote: 3-0-1 (favorable; Mayor Thompson abstained)

5. Introduction of Ordinance 2019-OR-09 regarding Noise Control

CM Dixon introduced Ordinance 2019-OR-09 regarding Noise Control and provided an overview of the ordinance.

6. Motion to authorize the establishment of a partnership to provide surplus computers to Sister City Ipala, Guatemala

CM Lingua made a motion to authorize the establishment of a partnership to provide surplus computers to the Town's Sister City Ipala, Guatemala. The motion was seconded by CM Dixon. Vote: 3-0-1 (favorable, Mayor Thompson abstained)

CM Henry asked how information was removed from the Town computers and Town Manager Lestitian explained that all information was removed by Peake, the IT company contracted by the Town. CM Lingua asked if it would be better to remove the hard drives and replace with new hard drives. CM Henry discussed the potential connectivity issues as a result of changing hard drives.

7. Motion to authorize a letter of support for County Council Legislation

Town Manager Lestitian provided an overview of the request for a letter of support for County Council legislation CB-51-2019 and CR-79-2019.

CM Henry made a motion to direct Mayor Thompson and Town Manager Lestitian to send a letter of support regarding County Council legislation CB-51-2019 and CR-79-2019. The motion was seconded by CM Dixon. Vote: 3-0-1 (favorable, Mayor Thompson abstained)

8. Motion to authorize letter of invitation to teachers from Ipala, Guatemala

Mayor Thompson stated that a formal motion was not needed for Legislative Action Item 8. The consensus of the Council was for the Mayor to send a letter inviting teachers from the Town's Sister City Ipala, Guatemala to visit.

Unfinished Business

1. Charter Amendment 2019-CR-01 regarding Article VI Finance, Section 623 Competitive Bidding

Town Manager Lestitian provided an overview of the adjusted timeline for adoption of Charter Amendment 2019-CR-01.

2. Code Review and Recommendation: Chapter 17- Camping

Town Manager Lestitian provided an overview of how camping was addressed by neighboring jurisdictions. Town Manager Lestitian stated that staff recommended that camping be prohibited on Town-owned property.

New Business

1. Amendments to Defined Benefits Plan, Marika M. Ostendorf, Esq., Baldwin Law Group LLP

Town Manager Lestitian introduced Marika Ostendorf, of Baldwin Law Group. Ms. Ostendorf outlined the proposed changes to the Defined Benefit Plan and the reasons that the changes were needed. The Mayor and Council had the opportunity to ask questions.

CM Lingua requested clarification of the term normal retirement date. Ms. Ostendorf confirmed that the normal retirement date was customary and not mandatory and that employees could continue working after that date.

CM Lingua asked how the final average pay was determined and Town Manager Lestitian replied that it was based on the final 3 years of employment.

Town Manager Lestitian provided an overview of the next steps in the process and stated that PNC would also present to the Mayor and Council at an upcoming meeting.

~~2. Mayor and Council Rules of Procedure~~

3. Policy regarding weapons on Town property

Assistant Chief Guixens provided an overview of the request for a policy regarding weapons on Town property. Assistant Chief Guixens reported that Town Attorney Sussman had advised that an ordinance would be needed in order to enforce the policy.

Town Manager Lestitian stated that staff would work with the Town Attorney to have the necessary legislation drafted.

4. CM Lingua discussed the concept of a Memorandum of Understanding to formalize a relationship Riversdale House Museum.

Adjournment

CM Henry made a motion to adjourn the meeting at 9:55 p.m. The motion was seconded by CM Lingua. Vote: 3-0-1 (favorable, Mayor Thompson abstained)

Town of Riverdale Park

Public Hearing regarding amendment to Article VI Finance, Section 623 Competitive Bidding of Town Charter

**October 28, 2019
7:30 p.m.**

In Attendance

Mayor Alan K. Thompson
CM Marsha Dixon, Ward 1
CM Aaron Faulx, Ward 2
CM David Lingua, Ward 3
CM Colleen Richardson, Ward 5

John N. Lestitian, Town Manager
Jessica Barnes, Town Clerk
Ivy Lewis, Public Projects and Services Director

Call to Order

Mayor Thompson called the public hearing to order at 7:38 p.m.

Mayor Thompson provided an overview of the proposed Charter Amendment.

A member of the public asked for the full text of the proposed Charter Amendment. Mayor Thompson stated that the text of the proposed Charter Amendment was included in the meeting materials and copies were available for the public.

There were no other public comments.

Adjournment

Mayor Thompson closed the public hearing at 8:00 p.m.

Town of Riverdale Park
Legislative Meeting Minutes
November 4, 2019
8:00 p.m.

In Attendance

Mayor Alan K. Thompson
CM Aaron Faulx, Ward 2
CM David Lingua, Ward 3
CM Christopher Henry, Ward 4

John N. Lestitian, Town Manager
Jessica Barnes, Town Clerk
David Morris, Chief of Police
Kevin Simpson, Director of Development Services

Absent

CM Marsha Dixon, Ward 1
CM Colleen Richardson, Ward 5
CM Hala Mayers, Ward 6

Call to Order

Mayor Thompson called the Legislative Meeting to order at 8:04 p.m.

Pledge of Allegiance

The Pledge of Allegiance was recited followed by a moment of reflection.

Approval of Agenda

CM Faulx made a motion to approve the agenda. The motion was seconded by CM Henry. Vote: 3-0-1 (favorable, Mayor Thompson abstained)

Presentations

Proclamation for Small Business Saturday

Mayor Thompson read a proclamation regarding Small Business Saturday in both English and Spanish. Development Services Director Kevin Simpson received the proclamation.

Proclamation for Municipal Government Works Month

Mayor Thompson read a proclamation regarding Municipal Government Works Month in both English and Spanish. Town Clerk Jessica Barnes received the proclamation.

Correspondence Summary

The Correspondence Summary was included in the Meeting Materials.

Mayor's Report

Mayor Alan K. Thompson reported:

- Meeting attendance: CM Mayers was out of the Country caring for an ill family member, CM Richardson was ill, and CM Dixon was unable to attend due to a work-related matter
- Attended presentation made by founder of Strong Towns Movement and hoped to implement some of the ideas shared

- Kickoff of Place Based initiative by Kaiser Permanente and area non-profits
- Attended 250 Texas BBQ unveiling of new smoker
- Had the honor of presenting a certificate to a community leader during the celebration of his 20 years of service
- Visit from Sister City delegation expected in December

Town Manager Report

Town Manager John N. Lestitian reported:

- Everything October staff event and Fall Quarterly Staff Meeting were held last week
- Town Hall and DPW will be closed on Monday, November 11th in observance of Veterans Day
- Veterans Day Ceremony will be held on Monday, November 11th at 11:00 a.m. at the Veterans Monument. A lunch sponsored by Geppetto Catering will be held following the ceremony at Town Center Market
- New floors were installed in the staff suite of Town Hall
- Two proposals were received for the Architectural and Design RFP for the Municipal Building project
- Three proposals were received for the for On-call Engineering Services RFP
- FY2021 Budget calendar will be published soon and discussions are expected to begin in December

Finance Report

Town Manager John N. Lestitian reported, as of October 31, 2019, subject to audit:

Expenditures: \$172,423

Revenue: \$ 3,133,401

CM Lingua made a motion to adopt the Finance Report subject to audit. The motion was seconded by CM Faulx. Vote: 3-0-1 (favorable, Mayor Thompson abstained)

Discussion:

Town Manager Lestitian stated that the Town's new automated payroll system had not connected with QuickBooks and a revised Finance Report would be available next month.

Fire Department Report

The Fire Department's report was included in the meeting materials. Mayor Thompson read the report.

Council Committee & Ward Reports

CM Aaron Faulx, Ward 2

CM Aaron Faulx reported:

- Centennial Planning Meeting scheduled for November 11th at 6:00 p.m. at Town Hall
- Reminder to residents to volunteer for upcoming Centennial events
- Discussion regarding a past student who was lost to violence

CM David Lingua, Ward 3

CM David Lingua reported:

- CKAR CDC will meet on November 19th from 7 p.m. to 9 p.m. at 6801 Kenilworth Avenue; visit ckarcdc.org for details

- Greater Riverdale Community Survey available at ckarecdc.org or in lobby of Town Hall
- Halloween storm clean-up was minimal due to work by DPW to maintain the Town's tree canopy. Thank you to DPW!

CM Christopher Henry, Ward 4

CM Christopher Henry reported:

- Thank you to the Town for Leaf Bag distribution at recent Madison Hill HOA meeting
- Happy Veterans Day
- Sorry to hear of CM Faulx's loss of a past student
- Reminder to residents to be mindful and aware of lane changes as a result of Purple Line construction
- Thank you to staff for the Community Walk in Madison Hill on Saturday
- Reminder to replace the batteries in home smoke detectors

Public Comments on Non-Agenda Items and Consent Agenda Items

There were no public comments on Non-Agenda or Consent Agenda items.

Consent Agenda

Motion to approve consent agenda items:

1. Street Closure: Natoli Place from Queensbury Road to Lafayette Avenue at Veterans Monument from 9:00 a.m. to 12 noon on November 11, 2019 for annual Veterans Day Ceremony
2. Minutes: September 9, 2019 Legislative Meeting

CM Henry made a motion to approve the Consent Agenda. CM Faulx seconded the motion.

Vote: 3-0-1 (favorable, Mayor Thompson abstained)

Legislative Action Items

1. Motion to adopt Charter Amendment 2019-CR-01 regarding Article VI Finance, Section 623 Competitive Bidding

CM Faulx made a motion to adopt Charter Amendment 2019-CR-01 regarding Article VI Finance, Section 623 Competitive Bidding. The motion was seconded by CM Lingua.

Vote: 3-0-1 (favorable, Mayor Thompson abstained)

2. Motion to adopt Ordinance 2019-OR-06 regarding Small Cell Design Guidelines

CM Lingua made a motion to adopt Ordinance 2019-OR-06 regarding Small Cell Design Guidelines. The motion was seconded by CM Faulx. Vote: 3-0-1 (favorable, Mayor Thompson abstained)

Discussion:

Mayor Thompson provided an overview of the ordinance.

3. Motion to adopt Ordinance 2019-OR-09 regarding Noise Control

CM Henry made a motion to adopt Ordinance 2019-OR-09 regarding Noise Control. The motion was seconded by CM Faulx. Vote: 3-0-1 (favorable, Mayor Thompson abstained)

4. Introduction of Ordinance 2019-OR-10 regarding weapons on Town property

CM Faulx introduced Ordinance 2019-OR-10 regarding weapons on Town property and provided a brief overview.

5. Introduction of Ordinance 2019-OR-11 regarding Chapter 17- Camping

CM Faulx introduced Ordinance 2019-OR-11 regarding Chapter 17- Camping and provided a brief overview.

6. Motion to allocate \$1,400 from the FY2020 Unallocated Social Concerns line item for coats for Riverdale Elementary School students

CM Lingua made a motion to allocate \$1,400 from the FY2020 Unallocated Social Concerns line item for coats for Riverdale Elementary School students. The motion was seconded by CM Henry. Vote: 3-0-1 (favorable, Mayor Thompson abstained)

Discussion:

University of Maryland student Temima Imen asked how it would be determined who received the coats. Town Clerk Barnes stated that the program was run by the Prince George's County Department of Social Service representative that works with Riverdale Elementary School families.

Unfinished Business

1. 2020 and 2021 Council Meeting Schedule

CM Lingua made a motion to approve the Council Meeting Schedule for calendar year 2020 as amended. The motion was seconded by CM Henry. Vote: 3-0-1 (favorable, Mayor Thompson abstained)

CM Faulx made a motion to amend the Council Meeting Schedule for calendar year 2020 by moving the April 4th Budget Public Hearing to April 18, 2020. The motion was seconded by CM Lingua. Vote: 3-0-1 (favorable, Mayor Thompson abstained)

CM Lingua made a motion to adopt the Council Meeting Schedule for calendar year 2021 through the month of June. The motion was seconded by CM Henry. Vote: 3-0-1 (favorable, Mayor Thompson abstained)

Discussion:

CM Faulx requested that the April 4th Budget Public Hearing be moved to April 18, 2020 due to a scheduling conflict. There were no objections.

CM Lingua suggested that the newly elected Council should determine the remainder of the 2021 Council Meeting Schedule.

2. Walk, Bike, Drive Safety Initiative: Speed limit on Rivertech Court

Chief of Police David Morris provided an overview of the traffic safety concerns expressed by both residents and the leadership of College Park Academy.

CM Faulx stated that he was not opposed to lowering the speed limit on Rivertech Court.

CM Henry stated that he was also not opposed to lowering the speed limit.

CM Lingua made a motion to decrease the speed limit on Rivertech Court from 30 miles per hour to 20 miles per hour. The motion was seconded by CM Faulx. Vote: 3-0-1 (favorable, Mayor Thompson abstained)

New Business

CM Faulx made a motion to excuse CM Mayers' absence at the November 4th Legislative Meeting. The motion was seconded by CM Henry. Vote: 3-0-1 (favorable, Mayor Thompson abstained)

Adjournment

CM Lingua made a motion to adjourn the meeting at 9:30 p.m. The motion was seconded by CM Henry. Vote: 3-0-1 (favorable, Mayor Thompson abstained)



Town of Riverdale Park, Maryland

Police Department

TO: John N. Lestitian, Town Manager

FROM: David Morris, Chief of Police

CC: Staff Leadership Team

DATE: November 15, 2019

RE: Motion to withdraw introduction of Ordinance 2019-OR-10 regarding weapons on Town property; introduction of Ordinance 2019-OR-10 regarding Chapter 65- Weapons

Action Requested:

Staff request that the Mayor and Council withdraw the introduction of Ordinance 2019-OR-10 regarding weapons on Town property and introduce Ordinance 2019-OR-10 as a separate chapter at the November 18th Special Legislative Meeting.

Background:

Ordinance 2019-OR-10 regarding weapons on Town property was introduced at the November 4th Legislative Meeting. As introduced, Ordinance 2019-OR-10 would create a new section within Chapter 50- Peace and Good Order.

After further review and consultation with the Town Attorney, it was determined that a new Chapter of the Town Code would be a better way to address weapons on Town property. The ordinance has been amended to reflect the creation of Chapter 65- Weapons. The only change to the ordinance is the creation of a separate chapter.

Staff will be available at the November 18th meeting to address questions.

Attachment:

Ordinance 2019-OR-10 regarding Weapons on Town Property as introduced
Ordinance 2019-OR-10 regarding Chapter 65- Weapons

1 **COUNCIL OF THE TOWN OF RIVERDALE PARK**

2
3 **ORDINANCE 2019-OR-10**

4
5
6 **Introduced By:** CM Aaron Faulx

7
8 **Date Introduced:** November 4, 2019

9
10 **Date Adopted:**

11
12 **Date Effective:**

13
14
15 **AN ORDINANCE** concerning

16
17 **POSSESSION OF WEAPONS**

18
19 **FOR** the purpose of prohibiting the possession of certain weapons in or on properties owned or
20 occupied by the Town of Riverdale Park; providing certain exceptions and penalties for
21 violations; and generally relating to the prohibition of the possession of certain weapons
22 at certain locations in the Town of Riverdale Park.

23
24 **BY** adding

25
26 Chapter 50, PEACE AND GOOD ORDER
27 Section 50-17
28 Code of the Town of Riverdale Park
29 (January 2008 Revision as Supplemented)

30
31 **BY** repealing and reenacting, with amendments

32
33 Chapter 50, PEACE AND GOOD ORDER
34 Section 50-18.a)
35 Code of the Town of Riverdale Park
36 (January 2008 Revision as Supplemented)

37
38 **SECTION 1: BE IT ENACTED BY THE COUNCIL OF THE TOWN OF**
39 **RIVERDALE PARK**, that new Section 50-17, Chapter 50, PEACE AND GOOD ORDER, is
40 hereby added to the Code of the Town of Riverdale Park (January 2008 Revision as
41 Supplemented), to follow immediately after Section 50-16 of that Chapter, and to read as
42 follows:
43

CHAPTER 50, PEACE AND GOOD ORDER**§ 50-17. PROHIBITION AGAINST POSSESSION OF WEAPONS.**

(A) FOR THE PURPOSES OF THIS SECTION, THE FOLLOWING WORDS AND PHRASES SHALL HAVE THE MEANINGS RESPECTIVELY ASCRIBED TO THEM IN THIS SECTION:

(1) "WEAPON" MEANS AN OBJECT, EVEN IF MANUFACTURED FOR A NONVIOLENT PURPOSE, THAT HAS A POTENTIALLY VIOLENT USE, OR A "LOOK-A-LIKE" OBJECT THAT RESEMBLES AN OBJECT THAT HAS A POTENTIALLY VIOLENT USE OR CAUSES DEATH OR BODILY HARM. "WEAPON" INCLUDES BUT IS NOT LIMITED TO A LOADED OR UNLOADED FIREARM, A KNIFE, A DAGGER, BRASS KNUCKLES, A STILETTO, A SWORD CANES AND OR OTHER KIND OF SHARP POINTED CANE, A SLINGSHOT, A BLUDGEON, A NUNCHUCK, A PELLET GUN, A BB GUN, A PAINTBALL GUN OR A SOFT PELLET GUN, LIVE AMMUNITION OR ORDNANCE, OR CHEMICALS THAT WHEN MIXED TOGETHER BECOME EXPLOSIVE.

(2) "FIREARM" MEANS A WEAPON, INCLUDING A STARTER GUN, CAPABLE OF EXPELLING A PROJECTILE BY THE ACTION OF AN EXPLOSIVE. THIS INCLUDES THE FRAME OR RECEIVER OF ANY SUCH WEAPON, ANY FIREARM MUFFLER OR SILENCER, OR ANY DESTRUCTIVE DEVICE. (I.E.: "MRE BOMB", ARTILLERY SIMULATOR OR EXPLODING FIREWORKS).

(B) EXCEPT AS PROVIDED IN SUBSECTION (C) A PERSON MAY NOT POSSESS A WEAPON ON OR IN, OR WITHIN 100 YARDS OF, A BUILDING OR PARK OWNED BY THE TOWN OF RIVERDALE PARK.

(C) THE PROHIBITION IN SUBSECTION (B) OF THIS SECTION DOES NOT APPLY TO THE FOLLOWING:

(1) A LAW ENFORCEMENT OFFICER WHO IS IN UNIFORM, ACTING IN THE OFFICER'S OFFICIAL CAPACITY, ON OR OFF OFFICIAL DUTY AND REPRESENTING THE OFFICER'S AGENCY, PROVIDED THAT ANY WEAPON IS CARRIED AS DIRECTED BY THE POLICY OF THE OFFICER'S LAW ENFORCEMENT AGENCY FOR WEARING AND CARRYING SUCH WEAPON.

(2) A LAW ENFORCEMENT OFFICER WHO IS NOT IN UNIFORM, BUT WHO IS ACTING IN THE OFFICER'S OFFICIAL CAPACITY, ON OR OFF OFFICIAL DUTY, REPRESENTING THE OFFICER'S LAW ENFORCEMENT AGENCY, DISPLAYING THE OFFICER'S BADGE OF AUTHORITY, AND PROVIDED THAT ANY WEAPON IS CARRIED AS DIRECTED BY THE POLICY OF THE

OFFICER'S LAW ENFORCEMENT AGENCY FOR WEARING AND
CARRYING SUCH WEAPON.

- (3) A RETIRED LAW ENFORCEMENT OFFICER WHO IS LAWFULLY
CARRYING A WEAPON AS AUTHORIZED BY STATE OR FEDERAL LAW.

SECTION 2: AND BE IT FURTHER ENACTED that Section 50-18.a) of the Code
of the Town of Riverdale Park (January 2008 Revision as Supplemented), Chapter 50, PEACE
AND GOOD ORDER, is repealed and reenacted, with amendments, to read as follows:

CHAPTER 50, PEACE AND GOOD ORDER

§ 50-18 Penalties.

- a) Violations of the provisions of §§ 50-1 through 50-3, AND § 50-17, are misdemeanors
and, upon convictions thereof, violators shall be subject to a fine of not more than one
thousand dollars (\$1,000) or of not more than six months (6), or both.

SECTION 3: AND BE IT FURTHER ENACTED that this Ordinance shall become
effective twenty (20) calendar days after its passage by the Council.

ATTEST:

COUNCIL OF THE TOWN OF
RIVERDALE PARK

Jessica Barnes, Town Clerk

Alan K. Thompson, Mayor

EXPLANATION:

CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

Underlining indicates amendments to the Ordinance.

~~Strike Out~~ indicates matter deleted from the law or stricken from the Ordinance by amendment.

*** indicate omission of existing text not modified by this Ordinance.

1 **COUNCIL OF THE TOWN OF RIVERDALE PARK**

2
3 **ORDINANCE 2019-OR-10**

4
5
6 **Introduced By:**

7
8 **Date Introduced:**

9
10 **Date Adopted:**

11
12 **Date Effective:**
13 _____

14
15 **AN ORDINANCE** concerning

16
17 **POSSESSION OF WEAPONS**

18
19 **FOR** the purpose of prohibiting the possession of certain weapons in or on properties owned or
20 occupied by the Town of Riverdale Park; providing certain exceptions and penalties for
21 violations; and generally relating to the prohibition of the possession of certain weapons
22 at certain locations in the Town of Riverdale Park.

23
24 **BY** adding

25
26 Chapter 65, WEAPONS

27 Section 65-1

28 Code of the Town of Riverdale Park

29 (January 2008 Revision as Supplemented)
30

31 **SECTION 1: BE IT ENACTED BY THE COUNCIL OF THE TOWN OF**
32 **RIVERDALE PARK**, that new Section 65-1, under the new Chapter 65, WEAPONS, is hereby
33 added to the Code of the Town of Riverdale Park (January 2008 Revision as Supplemented), to
34 follow immediately after Section 64-20 of Chapter 64, VEHICLES AND TRAFFIC, and to read
35 as follows:
36

CHAPTER 65, WEAPONS**§ 65-17. PROHIBITION AGAINST POSSESSION OF WEAPONS.**

(A) FOR THE PURPOSES OF THIS SECTION, THE FOLLOWING WORDS AND PHRASES SHALL HAVE THE MEANINGS RESPECTIVELY ASCRIBED TO THEM IN THIS SECTION:

(1) "WEAPON" MEANS AN OBJECT, EVEN IF MANUFACTURED FOR A NONVIOLENT PURPOSE, THAT HAS A POTENTIALLY VIOLENT USE, OR A "LOOK-A-LIKE" OBJECT THAT RESEMBLES AN OBJECT THAT HAS A POTENTIALLY VIOLENT USE OR CAUSES DEATH OR BODILY HARM. "WEAPON" INCLUDES BUT IS NOT LIMITED TO A LOADED OR UNLOADED FIREARM, A KNIFE, A DAGGER, BRASS KNUCKLES, A STILETTO, A SWORD CANES AND OR OTHER KIND OF SHARP POINTED CANE, A SLINGSHOT, A BLUDGEON, A NUNCHUCK, A PELLET GUN, A BB GUN, A PAINTBALL GUN AND A SOFT PELLET GUNS, LIVE AMMUNITION OR ORDNANCE, OR CHEMICALS THAT WHEN MIXED TOGETHER BECOME EXPLOSIVE.

(2) "FIREARM" MEANS A WEAPON, INCLUDING A STARTER GUN, CAPABLE OF EXPELLING A PROJECTILE BY THE ACTION OF AN EXPLOSIVE. THIS INCLUDES THE FRAME OR RECEIVER OF ANY SUCH WEAPON, ANY FIREARM MUFFLER OR SILENCER, OR ANY DESTRUCTIVE DEVICE. (I.E.: "MRE BOMB", ARTILLERY SIMULATOR OR EXPLODING FIREWORKS).

(B) EXCEPT AS PROVIDED IN SUBSECTION (C) A PERSON MAY NOT POSSESS A WEAPON ON OR IN, OR WITHIN 100 YARDS OF, A BUILDING OR PARK OWNED BY THE TOWN OF RIVERDALE PARK.

(C) THE PROHIBITION IN SUBSECTION (B) OF THIS SECTION DOES NOT APPLY TO THE FOLLOWING:

(1) A LAW ENFORCEMENT OFFICER WHO IS IN UNIFORM, ACTING IN THE OFFICER'S OFFICIAL CAPACITY, ON OR OFF OFFICIAL DUTY AND REPRESENTING THE OFFICER'S AGENCY, PROVIDED THAT ANY WEAPON IS CARRIED AS DIRECTED BY THE POLICY OF THE OFFICER'S LAW ENFORCEMENT AGENCY FOR WEARING AND CARRYING SUCH WEAPON.

(2) A LAW ENFORCEMENT OFFICER WHO IS NOT IN UNIFORM, BUT WHO IS ACTING IN THE OFFICER'S OFFICIAL CAPACITY, ON OR OFF OFFICIAL DUTY, REPRESENTING THE OFFICER'S LAW ENFORCEMENT AGENCY, DISPLAYING THE OFFICER'S BADGE OF AUTHORITY, AND PROVIDED THAT ANY WEAPON IS CARRIED AS DIRECTED BY THE POLICY OF THE

81 OFFICER'S LAW ENFORCEMENT AGENCY FOR WEARING AND
82 CARRYING SUCH WEAPON.

83
84 (3) A RETIRED LAW ENFORCEMENT OFFICER WHO IS LAWFULLY
85 CARRYING A WEAPON AS AUTHORIZED BY STATE OR FEDERAL LAW.

86
87 (D) A PERSON WHO VIOLATES THIS SECTION IS GUILTY OF A MISDEMEANOR AND
88 IS SUBJECT TO A FINE OF NOT MORE THAN ONE THOUSAND DOLLARS (\$1,000)
89 OR IMPRISONMENT FOR NOT MORE THAN SIX MONTHS (6), OR BOTH.

90
91 **SECTION 2: AND BE IT FURTHER ENACTED** that this Ordinance shall become
92 effective twenty (20) calendar days after its passage by the Council.

93
94 ATTEST: COUNCIL OF THE TOWN OF
95 RIVERDALE PARK
96
97
98

99 _____
100 John Lestitian, Town Manager

_____ Alan K. Thompson, Mayor

101
102 EXPLANATION:

103
104 CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

105 Underlining indicates amendments to the Ordinance.

106 ~~Strike Out~~ indicates matter deleted from the law or stricken from the Ordinance by amendment.

107 *** indicate omission of existing text not modified by this Ordinance.



Town of Riverdale Park, Maryland

Police Department

TO: John N. Lestitian, Town Manager

FROM: David Morris, Chief of Police

CC: Staff Leadership Team

DATE: November 14, 2019

RE: Introduction of Ordinance 2019-OR-12 regarding amendments to Chapter 64 Vehicles and Traffic

Action Requested:

Staff request that the Mayor and Council introduce Ordinance 2019-OR-12 regarding amendments to Chapter 64 Vehicles and Traffic at the November 18th Special Legislative Meeting.

Background:

On November 4th, the Mayor and Council took legislative action to lower the speed limit in the Rivertech Court school zone to 20 miles per hour. A review of Chapter 64, Section 20 revealed the need to amend this Chapter to be consistent with the legislative action to lower the speed limit.

Chapter 64-20 School Zone Speed Monitoring Systems Authorized, establishes the school zones in Town and their respective speed limits. Chapter 64-20(E)(5)(a) establishes a school zone on Rivertech Court northbound and southbound from River Road to Lafayette Avenue and specifically identifies a maximum speed limit of 30 miles per hour.

An amendment to Chapter 64-20(E)(5)(a) is needed to reflect the action taken by the Mayor and Council. Ordinance 2019-OR-12 was drafted to address the necessary amendment.

Staff will be available at the November 18th meeting to respond to questions.

Attachment:

Ordinance 2019-OR-12 regarding amendments to Chapter 64- Vehicles and Traffic

1 **COUNCIL OF THE TOWN OF RIVERDALE PARK**

2
3 **ORDINANCE 2019-OR-12**

4
5
6 **Introduced By:**

7
8 **Date Introduced:**

9
10 **Date Adopted:**

11
12 **Date Effective:**
13 _____

14
15 **AN ORDINANCE** concerning

16
17 **SCHOOL ZONE SPEED LIMIT**

18
19 **FOR** the purpose of altering the maximum speed limit in a portion of the University of
20 Maryland Discovery District/College Park Academy School Zone.

21
22 **BY** repealing and reenacting, with amendments

23
24 Chapter 64, VEHICLES AND TRAFFIC

25 Section 64-20(E)(5)

26 Code of the Town of Riverdale Park

27 (January 2008 Revision as Supplemented)
28

29 **SECTION 1: BE IT ENACTED BY THE COUNCIL OF THE TOWN OF**
30 **RIVERDALE PARK**, that Section 64-20(E)(5) of Chapter 64, VEHICLES AND TRAFFIC, of
31 the Code of the Town of Riverdale Park (January 2008 Revision as Supplemented), is repealed
32 and reenacted, with amendments, to read as follows:
33

34 **Chapter 64, VEHICLES AND TRAFFIC**

35
36 **§ 64-20. School Zone Speed Monitoring Systems Authorized.**

37
38 (E) The following school zones are established within the Town of Riverdale Park
39 pursuant to Transportation Article, § 21-803.1, of the Maryland Annotated Code:
40

41 (5) University of Maryland Discovery District/College Park Academy School
42 Zone. The limits of this school zone and the maximum speed limits within this zone are as
43 follows:
44

a. Rivertech Court northbound and southbound from River Road to Lafayette Avenue, maximum speed set at ~~30~~ 20 miles per hour.

b. River Road eastbound and westbound from the City of College Park to State Hwy 201 Kenilworth Avenue, maximum speed set at 35 miles per hour.

SECTION 2: AND BE IT FURTHER ENACTED that this Ordinance shall become effective twenty (20) calendar days after its passage by the Council.

ATTEST:

COUNCIL OF THE TOWN OF
RIVERDALE PARK

Jessica E. Barnes, Town Clerk

Alan K. Thompson, Mayor

EXPLANATION:

CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

Underlining indicates amendments to the Ordinance.

~~Strike Out~~ indicates matter deleted from the law or stricken from the Ordinance by amendment.

*** indicate omission of existing text not modified by this Ordinance.



Town of Riverdale Park, Maryland

Town Administration

TO: Mayor and Council

FROM: John N. Lestitian, Town Manager

DATE: November 15, 2019

RE: Real Property Acquisition – 5002 Queensbury Road

Action Requested:

Staff seek approval of a motion to authorize the Town Manager to execute an Agreement of Sale for the acquisition of real property known as 5002 Queensbury Road for a public purpose. Authorization to execute the Agreement of Sale begins in earnest the public process for the real property acquisition.

Background:

The Town's Municipal Center has limited opportunities to grow to meet current and future needs. Staff have previously met with the Mayor and Council in closed meetings to discuss the possibility of acquiring this real property that is contiguous to the Municipal Center. Staff have negotiated an acquisition price of Two-hundred Twenty Thousand Dollars and no cents (\$220,000.00). The Town Attorney, Mr. Fred Sussman, authored the attached Agreement of Sale. The property has a current assessed value of \$230,667.

Once ratified, closing the sale is conditioned, as outlined in Section 8 of the Agreement of Sale. In part, closing is conditioned on the Purchaser's Mayor and Council authorizing the acquisition by ordinance. Additionally, the Agreement of Sale has a Due Diligence period of ninety (90) days as specified in Section 11. During this period the Town may conduct such reasonable inquiries, tests, inspections, and investigations regarding the real property.

Funding for the acquisition will come from available Community Development Administration loan proceeds. The acquisition of real property is an eligible use of these funds. Funds for this acquisition are currently not specified for any other purpose. The anticipated ordinance authorizing the acquisition will also appropriate these available loan funds for this purpose.

While a future use of the property has not been finalized, there exists a considerable need for parking. Staff are continuing efforts to explore options available to the Town that include various funding sources for such public improvements.

Attachment: Agreement of Sale

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "Agreement") made this _____ day of _____, 2019 (the "Effective Date") by and between TOWN OF RIVERDALE PARK, a body corporate and politic of the State of Maryland ("Purchaser") and Judy L. Strahorn ("Seller").

B A C K G R O U N D:

A. Seller is the owner of certain improved property located in the 18th Election District of Prince George's County, Maryland comprising 8,662 square feet of land, more or less, described in a Deed dated April 29, 1981, recorded in the Land Records of Prince George's County, Maryland, in Book 5425, page 183, (the "Premises"), the improvements thereon being known as 5002 Queensbury Road, Riverdale Park, Maryland 20737; and

B. Seller wishes to sell to Purchaser and Purchaser wishes to purchase from Seller said Premises upon terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, subject to the terms and conditions of this Agreement, the Premises consisting of the following:

(a) All those tracts or pieces of land constituting the Premises, with any buildings and other improvements situated thereon; together with all easements, rights of way, licenses, privileges, hereditaments and appurtenances, if any, belonging to or inuring to the benefit of the land (including all easements, rights of way, privileges, warranties, licenses, permits, and other rights and benefits belonging to or running with the ownership of the Premises) this being a sale "in gross" and not "per acre"; and

(b) All right, title and interest of Seller in and to any land lying in the bed of any highway, street, road or avenue, opened or proposed, in front of or abutting or adjoining the Premises.

2. Purchase Price. The Purchase Price for the Premises shall be \$220,000.00 (the "Purchase Price").

3. Payment of Purchase Price. The Purchase Price shall be payable as follows:

(a) A good faith deposit of Five Thousand Dollars (\$5,000.00), in the form of cash (the "Deposit"), within three (3) business days of Purchaser's receipt of an executed copy of this Agreement by Seller, which shall be held by Bay Title Company ("Escrow Agent") in a non-interest bearing escrow account.

(b) The balance of the Purchase Price shall be paid at Closing by cashier's, title company or certified check, or immediately available funds wired to Seller's account, together with remittance of the Deposit, and any accrued interest, held in escrow, on the date of Closing of this sale, subject to adjustments as set forth herein.

4. Closing. Closing ("Closing") hereunder shall take place at the Riverdale Park Town Hall or such other location in Prince George's County determined by Purchaser. Closing shall occur within thirty (30) days following the expiration of the Due Diligence Period (as hereinafter defined), or such earlier date as Purchaser shall determine. There shall be no obligation for the parties to physically attend Closing, which Closing may be conducted through courier or overnight service.

5. Condition of Title. At Closing, Seller shall convey to Purchaser good and marketable fee simple title to the Premises by delivery of a special warranty deed, in recordable form (the "Deed"), such title to be free and clear of liens, encroachments, easements, restrictions, objections, and other encumbrances, except for the Permitted Encumbrances (hereafter defined), and shall be insurable as aforesaid at ordinary rates by Purchaser's title company. For the purposes of this Agreement, "Permitted Encumbrances" shall mean those matters appearing in Purchaser's Title Commitment (hereafter defined) which are not objected to by Purchaser in writing prior to the expiration of the Due Diligence Period. Purchaser shall, at its own expense, cause title to the Premises to be examined by a reputable title company of Purchaser's choosing (the "Title Insurance Company"). Prior to the expiration of the Due Diligence Period, Purchaser shall deliver to Seller a copy of the Title Insurance Company's commitment to insure ("Purchaser's Title Commitment") with respect to the Premises and shall designate to Seller in writing any objections to or defects in title to the Premises, which shall be disclosed by Purchaser's Title Commitment and which Purchaser desires to be removed by the Title Insurance Company. Purchaser shall not be required to object to monetary liens on the Property, which liens shall be released at Closing. "Monetary liens" shall mean a lien or encumbrance which will be released upon payment of a financial obligation, including, but not limited to, mortgages, deeds of trust, judgment liens and tax liens, but shall not mean liens for current taxes not yet due. Any objections to or defects in title to the Premises (including those which may be disclosed by a survey) which are not specified in writing by Purchaser to Seller prior to the expiration of the Due Diligence Period, shall be deemed waived and accepted by Purchaser, except to the extent that any such objection or defect shall have arisen after the date of this Agreement. If title to any part of the Premises shall not be in accordance with the requirements above, Purchaser shall notify Seller in writing of such objection or defect, and within ten (10) days after receipt of such notice, Seller shall notify Purchaser whether or not Seller intends to correct such title objection. If Seller elects not to cure any such title objection, Purchaser may, within five (5) days after receipt of Seller's notice of Seller's election not to cure such title objection (even if such dates extend beyond the end of the Due Diligence Period), either (i) take such title to the Premises as Seller elects to give (and any

such title objection not cured by Seller deemed Permitted Exceptions hereunder) without an abatement of the Purchase Price or claim for damages against Seller with Purchaser hereby waiving and releasing any such claim, or (ii) terminate this Agreement and have the Deposit immediately returned to Purchaser, with neither Purchaser or Seller having any further obligations under this Agreement. If Seller elects to cure the title objection, but fails to do so within thirty (30) days after Seller's notice of such election (in which case Closing shall be delayed on a day-for-day basis as necessary for Seller to cure during such period), then Purchaser shall have the right to elect, within five (5) business days after the end of such 30-day period, either (i) to take such title to the Premises as Seller can give without an abatement of the Purchase Price or claim for damages against Seller with Purchaser hereby waiving and releasing any such claim, or (ii) to terminate this Agreement and have the Deposit with any accrued interest immediately returned to Purchaser, with neither Purchaser or Seller having any further obligations under this Agreement. Notwithstanding the foregoing, if the title defect described arises from an encumbrance placed on the Premises by Seller or as a result of Seller's voluntary action or omission (e.g., leases, agreements, covenants, or easements) during the term of this Agreement and without the prior written consent of Purchaser, then Seller shall be obligated to cure such defect within a reasonable time or Seller shall be in default hereof, and Purchaser may pursue all rights and remedies available to it under this Agreement.

6. Risk of Loss. Until Closing, the risk of loss shall be that of the Seller. If, prior to Closing, the Premises are damaged as the result of fire or other casualty, then Purchaser may either elect to (i) terminate this Agreement and in such event the Deposit with any accrued interest shall be refunded to it and the parties shall have no further rights or obligations hereunder, or (ii) proceed to Closing in which event any insurance proceeds owing to Seller shall be paid to Purchaser and Purchaser shall accept title to the Premises without any abatement of the Purchase Price whatsoever. Any election shall be made by Purchaser within ten (10) days of notice of the loss, and receipt of necessary information with respect to the available insurance.

7. Operations Prior to Closing. Between the date first above written and the earlier of (i) the termination of this Agreement, or (ii) the Closing date:

(a) Seller shall maintain its existing insurance coverage on the Premises and the Premises shall be maintained, operated and managed in its current condition.

(b) Seller shall promptly deliver to Purchaser a copy of any tax bill, notice or assessment, or notice of change in a tax rate or assessment affecting the Premises, any notice or claim of violation of any law, any notice of any taking or condemnation or notice of intent to enter with respect to a condemnation affecting or relating to the Premises, or any other notice affecting or relating to the Premises.

(c) Any payments required to be made by Seller to contractors, subcontractors, mechanics, materialmen and all other persons in connection with work done or services performed with respect to the Premises prior to the Closing date shall be made as and when due, but in any event prior to the Closing date, and as of the Closing date there shall be no basis for the filing of

any mechanics' or materialmen's liens against the Premises on the basis of any work done or services performed on Seller's behalf with respect to the Premises.

(d) Seller shall not enter into any new (or modify any existing) contract, service agreement, leasing agreement, management agreement or other agreements relating to the repair, maintenance or operation of the Premises which cannot be terminated within thirty (30) days after Closing, without Purchaser's prior written consent.

(e) Seller specifically acknowledges that it shall not place or consent to any encumbrance, zoning change, easement, or other encumbrance or restriction on the title to the Premises on or after the date of the full execution of this Agreement, without obtaining the prior written consent of Purchaser.

(f) Seller shall have the right to remove such furniture, fixtures, equipment, building materials, or other contents of the improvements on the Premises as Seller shall elect, and salvage and retain the proceeds from any such materials and/or fixtures from the structure without the obligation to do so.

8. Conditions of Closing. The obligation of Purchaser under this Agreement to purchase the Premises from Seller is subject to the satisfaction of each of the following conditions (any one of which may be waived in writing in whole or in part by Purchaser at or prior to Closing):

(a) All of the representations and warranties by Seller, set forth in Section 9 and otherwise herein, shall be true and correct at and as of the date of Closing in all material respects as though such representations and warranties were made at and as of the date of Closing; and

(b) Seller shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with prior to or as of the Closing date; and

(c) At Closing, Seller shall convey to Purchaser good and marketable title in accordance with Section 5 of this Agreement; and

(d) Purchaser's title company shall deliver to Purchaser at Closing an ALTA Form Owners Policy of Title Insurance (the "Policy"), effective as of the Closing date, which Policy shall contain no exceptions other than the Permitted Encumbrances; and

(e) Purchaser's Mayor and Council shall have authorized the purchase of the Premises by Ordinance, which Purchaser shall initiate in sufficient time to be completed by the end of the Due Diligence Period; and

(f) Purchaser shall have complied with the mandatory referral process provided in MD Code, Land Use, § 20-301, *et seq.*, which Purchaser shall initiate in sufficient time to be completed by the end of the Due Diligence Period; and

(g) In the event that an agricultural transfer tax is imposed with respect to the conveyance of the Premises from the Seller to the Purchaser pursuant to Title 13, Subtitle 3, of the Tax-Property Article of the Annotated Code of Maryland, then such tax shall be paid by the Seller.

9. Representations and Warranties. Seller, to induce Purchaser to enter into this Agreement, represents and warrants to Purchaser as follows:

(a) Authority and Required Consents. Seller has full power, authority and legal right to enter into, execute and perform its obligations under this Agreement and the execution and delivery thereof requires no further action or approval in order to make same a binding and enforceable obligation of Seller.

(b) Conflict. To Seller's knowledge, the execution and delivery hereof, the consummation of the transaction(s) contemplated hereby and compliance with the terms and conditions hereof will not conflict with, or result in a breach of any mortgage, lease, agreement or other instrument, or, to Seller's actual knowledge, any currently existing applicable law, judgment, order, writ, injunction, decree, rule or regulation of any court, administrative agency or other governmental authority to which Seller is a party or by which it or its properties are bound, the conflict or breach of which would materially adversely affect Seller's ability to consummate the sale of the Premises contemplated herein.

(c) Regulatory Compliance. (1) To Seller's knowledge, Seller has complied in all material respects with all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, zoning and building codes, affecting the Premises and its current use; (2) Seller has received no notice from any governmental authority of any violations of any federal, state or local law, regulation or ordinance affecting any portion of the Premises which remains uncorrected; and (3) Seller has no knowledge of any actions, claims or investigations of the Premises relating to violations of environmental laws and except as may be disclosed in the Reports, Seller has no actual knowledge of any conditions that would give rise to a violation of environmental laws.

(d) Public Improvements. No assessment for public improvements has been served upon the Seller with respect to the Premises which remains unpaid.

(e) Litigation. Seller has received no written notice and does not otherwise have actual knowledge of any action, suit or proceeding pending or threatened against or affecting Seller or the Premises or any portion thereof or relating to or arising out of the ownership, management or operation of the Premises, in any court or before or by any federal, state or local entity which would materially impair the value of the Premises or the consummation of the transaction contemplated hereby.

(f) Insolvency. There has not been filed by or, to Seller's knowledge against Seller a petition in bankruptcy or insolvency proceedings or for reorganization or for the appointment of a receiver or trustee, under state or federal law, nor has the Seller made an

assignment for the benefit of creditors or filed a petition for an arrangement or entered into an arrangement with creditor, which petition, proceedings, assignment or arrangement was not dismissed by final, unappealable order of the court or body having jurisdiction over the matter; and Seller has not admitted in writing its inability to pay its debts as they become due nor is Seller in fact unable to so pay its debts.

(g) Sole Owner. Seller is the sole owner, in fee simple, of the Premises.

(h) Lawful Parcel. To Seller's knowledge, without independent investigation, the Premises is one lawful independent parcel of real estate which has been validly created in compliance with all applicable laws, regulations and ordinances.

(i) Condemnation. Seller has not received any notice of intent to enter or notice of any condemnation proceeding or other proceedings in the nature of eminent domain or taking in connection with the Premises. In the event Seller receives any such notices, it will forthwith send a copy of such notice to Purchaser, and if a portion of the Premises is taken or condemned and the loss of such portion would materially impair Purchaser's ownership of the Premises, in Purchaser's reasonable judgment, Purchaser shall have the right to: (1) terminate this Agreement and have the Deposit with any accrued interest immediately returned to Purchaser with neither Purchaser or Seller having any further obligations under this Agreement; or (2) proceed to Closing without an abatement of the Purchase Price.

(j) Contracts. There are no leases, contracts, agreements, commitments, undertakings or documents of any nature, kind or description to which Seller is a party pertaining to the Premises that are not otherwise a matter of public record.

(k) Hazardous Materials. The Premises (i) has not been used at any time for the manufacture, storage, processing, disposal or dumping of hazardous substances or wastes, and (ii) is not, nor has it ever been, in violation of any federal, state or local laws or regulations regarding air, water or solid pollution or occupational health or safety. The Seller will cooperate in supplying all information and executing all documents necessary to satisfy any requirements of federal, state and local authorities, and the Buyer's acquisition lender, with respect to such matters.

The above representations and warranties of Seller made herein shall survive Closing for a period ending on the first anniversary of Closing.

10. Intentionally Omitted.

11. Due Diligence.

(a) Purchaser shall have the right to perform such tests, investigations, assessments, audits, surveys and studies and make such inquiries and searches of governmental records as Purchaser shall reasonably deem necessary or appropriate in connection with its evaluation of the Premises. Purchaser may, at Purchaser's sole option and discretion and for any or no reason, by written notice to Seller received no later than ninety (90) days after the Effective

Date (such period, the “Due Diligence Period”), terminate this Agreement after which the Deposit and any accrued interest shall be returned to Purchaser, with neither Purchaser or Seller having any further obligations under this Agreement. Seller agrees to provide to Purchaser, its agents, contractors and/or employees, access to the Premises, with at least twenty-four (24) hour notice given by Purchaser to Seller of its need to access the Premises. Prior to obtaining access to the Premises in furtherance of this Section 11(a), Purchaser shall obtain a written waiver from any agents, contractors, and/or employees (as permitted under Maryland law) to indemnify and hold Seller harmless for any injuries or torts which may occur as a result of any test, investigation, study or other activity on the Premises. At the conclusion of any such test, investigation, study or other activity permitted under this Section 11(a), Purchaser, its agents, contractors and/or employees, agree to return the Premises to the same or similar condition as it was prior to the commencement of any such test, investigation, study, and/or activity on the Premises. In the event that Purchaser terminates this Agreement pursuant to this Paragraph 11(a), Purchaser shall provide, at no cost to Seller, copies of all reports, inspections, engineering and other documents produced or discovered during this Due Diligence Period.

(b) Purchaser hereby represents and agrees that Purchaser shall fully inspect the Premises on or before expiration of the Due Diligence Period and Purchaser hereby agrees that Purchaser shall purchase the Premises wholly “AS IS”; it being agreed that except as specifically set forth herein, Seller has made no warranties or representations whatsoever pertaining to the Premises, the condition thereof, the value thereof, or any other matter with respect to the Premises.

(c) Seller shall deliver to Purchaser within ten (10) days of the Effective Date, all environmental reports, surveys, title insurance policies, geotechnical reports, engineering and architectural reports and drawings in its possession or control (the “Diligence Documents”). At Closing all of the Diligence Documents shall become the property of Purchaser.

12. Provisions with Respect to Closing.

(a) At the Closing Seller shall deliver or cause to be delivered to Purchaser the following:

(i) Deed. A special warranty deed, in recordable form, duly executed and acknowledged by Seller and in form reasonably satisfactory to Purchaser’s attorney conveying title to the Premises in the condition required by this Agreement;

(ii) FIRPTA Certification. An affidavit, in accordance with the Foreign Investment in Real Property Tax Act, stating that Seller is not a foreign person within the meaning of such Act and that Seller is not subject to the withholding requirements set forth in such Act; and

(iii) Title Company Documents. Seller agrees that it shall execute any instruments, agreements, affidavits, settlement statements and/or other documentation reasonably required by the Title Company, in order to effectuate the transaction contemplated hereby, and the issuance of the title insurance policy, provided that same shall be in form and substance reasonably acceptable to Seller.

(b) At Closing, Purchaser shall deliver to Seller the following:

(i) Purchase Price. The portion of the Purchase Price payable pursuant to Section 2 hereof; and

(ii) Title Company Documents. Purchaser agrees that it shall execute any instruments, agreements, affidavits, settlement statements and/or other documentation reasonably required by the Title Company, in order to effectuate the transaction contemplated hereby, and the issuance of the title insurance policy, provided that same shall be in form and substance reasonably acceptable to Purchaser

13. Apportionments; Transfer Taxes

(a) Items to be Apportioned.

(i) The following items shall be apportioned pro rata between Purchaser and Seller on a per diem basis as of the Closing date:

(A) Real estate taxes on the Premises (on the basis of the actual fiscal years for which such taxes are assessed);

(B) Water and sewer rents, if any;

(C) Prepaid premiums under fire and extended coverage insurance policies, if assigned to Purchaser.

(ii) Any credit due to Purchaser pursuant to Section 13 hereof shall be applied as a credit against the portion of the Purchase Price due at Closing, and any credit due to Seller pursuant to Section 13(a)(i) above shall be paid by Purchaser to Seller at Closing as an addition to the Purchase Price.

(b) Unpaid Real Estate Taxes. If, on the Closing date, bills for the real estate taxes imposed upon the Premises for the tax fiscal period in which Closing occurs have been issued but shall not have been paid, such real estate taxes shall be paid at Closing. If such bills shall not have been issued on the Closing date, the amount of the real estate taxes shall be reasonably ascertained based upon the then current assessment and the anticipated tax rate, and the portions of such taxes to be borne by Purchaser and Seller shall be deposited with the Title Insurance Company to be disbursed by the Title Insurance Company promptly after the real estate tax bills have been issued, for the payment of such bills. If the actual taxes are greater than the amounts estimated, Seller and Purchaser shall each promptly pay to the Title Insurance Company its pro rata share of such excess.

(c) Transfer Taxes and Closing Costs. Seller and Purchaser shall each pay at Closing one-half (1/2) of: (1) all recordation and transfer taxes imposed upon the Deed and the

conveyance of the Premises from Seller to Purchaser, if any; and (2) Escrow Agent and closing agent fees and costs. Each party shall bear the expense of its own legal fees. Purchaser shall pay all costs relating to any survey or investigations conducted by Purchaser pursuant to Section 11 herein and any title insurance premiums and title searches.

(d) Post-Closing Adjustments. Except as expressly provided herein, any item which cannot be accurately pro-rated as of the Closing date shall, at Closing, be pro-rated on the basis of the parties' good faith estimates, utilizing bills and receipts therefore for the comparable period during the preceding year, and shall be re-pro-rated after Closing within thirty (30) days after precise information becomes available. In the event any errors or omissions in computing the apportionments under this Section 13 shall be discovered, the parties hereto shall promptly make adjusting payments to each other. This paragraph shall survive Closing.

14. Limitation of Liability. If Purchaser defaults under this Agreement, the right of Seller to be paid the Deposit and any accrued interest shall be Seller's sole and exclusive remedy, and Seller waives any right to recover the balance of the Purchase Price, or any part thereof, and the right to pursue any other remedy permitted by law or in equity against Purchaser for any matter arising under this Agreement or otherwise. If Seller defaults under this Agreement, Purchaser shall either: (a) terminate this Agreement, whereupon the Deposit with any accrued interest shall be returned to Purchaser and Purchaser may pursue all rights hereunder, at law or in equity, including recovery of all fees and expenses incurred by Purchaser prior to the termination of this Agreement in connection with this Agreement and/or the Premises; or (b) have the right to pursue an action for specific performance.

15. Brokers. Seller and Purchaser represent to each other that neither party has dealt with any broker with regard to the subject matter of this Agreement. The Seller and Purchaser agree to indemnify, defend and hold each other harmless in the event of any breach of this representation.

16. Default.

(a) By Purchaser. In the event of a default by the Purchaser hereunder the Seller, as its sole and exclusive remedy, shall retain any Deposits paid as of the date of default, and any interest accrued thereon, as fixed and agreed liquidated damages and not as penalty. The Seller hereby waives any right to sue for damages or specific performance on account of this Agreement.

(b) By Seller. In the event of a default by the Seller, the Buyer may avail itself of such remedies as may be available under law or at equity, and shall in any event be entitled to a refund of the Deposits.

(c) Purchaser's Right to Cure. Purchaser shall not be deemed to have defaulted under this Agreement unless and until (i) the Purchaser is given written notice of the alleged breach or default, in accordance with the notice provisions of this Agreement, and (ii) the condition constituting the alleged breach or default is not cured within ten (10) days after such notice is

given; provided, however, in the event the condition complained of is not capable of being cured within such ten (10) days, the Purchaser shall have such additional time as required if within such ten (10) day period the Buyer commences the cure and diligently prosecutes same to completion.

17. Notices. All notices and other communications to be given under this Agreement shall be in writing and shall be hand delivered or sent by reputable, overnight courier service, or by facsimile, addressed or sent as follows:

If intended for Seller:

With a copy to:

If intended for Purchaser:

John Lestitian, Town Manager
5008 Queensbury Road
Riverdale Park, Maryland 20737
Telephone: (301) 927-6381
Fax: (301) 864-8090
jnlestitian@riverdaleparkmd.gov

With a copy to:

Frederick C. Sussman, Esquire
Council, Baradel, Kosmerl & Nolan, P.A.
125 West Street, 4th Floor
Annapolis, Maryland 21401
Telephone: (410) 268-6600
Fax: (410) 269-8409
Email: fsussman@councilbaradel.com

All such notices or other communications shall be deemed to have been given on the date of delivery thereof or on the date such delivery is refused by the recipient. Notices by or to the parties may be given on their behalf by their respective attorneys.

18. Successors. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, personal representatives, successors and assigns.

19. Headings. The headings and captions herein inserted are for convenience of reference only and in no way define, describe or limit the scope or intent hereof or any of the provisions hereof.

20. Severability. If any provision of this Agreement shall, for any reason, be held invalid, illegal or unenforceable, such holding shall not affect the validity, legality or enforceability of the remaining provisions of the Agreement.

21. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Maryland, without regard to principles of conflicts of law.

22. Time is of the Essence. Time is of the essence of this Agreement.

23. No Recording. This Agreement shall not be recorded in the Land Records of Harford County or in any other office or place of public record.

24. Counterparts. This Agreement may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Agreement and shall be considered a single document.

25. Integration Clause. This Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, inducements or conditions, express or implied, oral or written. Furthermore, this Agreement shall not be changed, modified, amended or altered unless such change, modification, amendment or alteration is in writing and duly executed by Seller and Purchaser.

26. Rights of Escrow Agent.

(a) In the event of any dispute as to who is entitled to receive the Deposit, the Escrow Agent shall pay such amounts only in accordance with joint written instructions of the Seller and Purchaser. If such instructions are not received by Escrow Agent in a timely fashion, the Escrow Agent shall have the right to retain the funds and disburse them in accordance with the final order of a court of competent jurisdiction, or to deposit such amounts with the court, pending a final decision of the controversy.

(b) The parties hereto further agree that the Escrow Agent shall not be liable for failure of the depository. No claim shall be made by the Seller or Purchaser against the Escrow Agent except for the Deposit, remaining in its hands and not disposed of, and claims for the Escrow agent's own willful default hereunder. The Escrow Agent shall be protected in acting upon any notice, request, consent, demand, statement, note or other paper or document believed by it to be genuine and to have been signed by the party or parties purporting to sign the same. Purchaser and Seller hereby agree to indemnify and hold harmless Escrow Agent against any loss, liability, damage or expense incurred by it in acting in its capacity as Escrow Agent, including, but not

limited to, any reasonable attorneys' fees arising out of an action in interpleader. Except for such reimbursement, the Escrow Agent shall not charge any fee for its services as Escrow Agent.

(c) By joining herein, the Escrow Agent assumes responsibility only for performance of those obligations imposed upon it under the terms of this Agreement and does not undertake to perform any other covenant, term, condition or provision of this Agreement incumbent upon the Seller or Purchaser hereunder.

(d) The Seller and Purchaser acknowledge and agree that (i) Council Baradel, the Purchaser's attorney, is the owner of the corporate Escrow Agent, and (ii) that neither such relationship nor any good faith act of the Escrow Agent shall disqualify Frederick C. Sussman, Esq., or Council Baradel with which he is associated, from representing the Purchaser in connection with any matter arising out of this Agreement or the transactions contemplated hereby, including any dispute between the Seller and Purchaser.

<SIGNATURE PAGE TO FOLLOW>

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the day and year first written above.

WITNESS/ATTEST:

PURCHASER:

TOWN OF RIVERDALE PARK

By: _____
John Lestitian, Town Manager

WITNESS/ATTEST:

SELLER:

Judy L. Strahorn

JOINDER OF ESCROW AGENT

BAY TITLE COMPANY hereby joins in as a party to this Agreement for the purposes of (a) agreeing to be bound by all provisions set forth herein with regard to the rights and duties of Escrow Agent, and (b) evidencing its receipt of Purchaser's check, representing the Deposit.

BAY TITLE COMPANY
a Maryland corporation

By: _____
Name: _____
Title: _____



Town of Riverdale Park, Maryland

Town Administration

TO: John N. Lestitian, Town Manager

FROM: Jessica Barnes, Director of Administrative Services

DATE: November 14, 2019

RE: Request for financial assistance to support Thanksgiving Food Basket program

Action Requested:

Staff seek direction from the Mayor and Council regarding the allocation of funds from the FY2020 Unallocated Social Concerns line item to assist in covering the cost of turkeys for Thanksgiving Food Baskets coordinated by the Christian Life Center to area low-moderate income families.

Background:

Town staff received a request regarding financial support of the annual Community Thanksgiving Meal hosted by the Christian Life Center (CLC). In subsequent conversations with Pastor Ben Slye of the CLC, he informed staff that in lieu of the annual Community Thanksgiving Meal, he was coordinating a Thanksgiving Food Basket program to feed approximately the same number of people as the Community Thanksgiving Meal had fed. The request was made to provide financial support for the Thanksgiving Food Baskets, specifically to provide the turkeys. The estimated cost of 200 turkeys is approximately \$1,300.

The FY2020 budget designates \$5,000 for Unallocated Social Concerns and \$300 for a Community Thanksgiving Meal. The current balance of the Unallocated Social Concerns line item is \$3,600. If the Mayor and Council decide to support this endeavor, \$1,000 would be needed from the Unallocated Social Concerns line item. These funds, coupled with the \$300 typically used to support the Community Thanksgiving Meal, would provide a total of \$1,300 to support this new initiative to provide Thanksgiving Food Baskets.



Town of Riverdale Park, Maryland

Town Administration

TO: John N. Lestitian, Town Manager

FROM: Jessica Barnes, Director of Administrative Services

Cc: Leadership Team

DATE: November 15, 2019

RE: Motion to approve closure of Queensbury Road between Natoli Place and Lafayette Avenue on Saturday, November 23 from 12:00 p.m. to 6:00 p.m. for Opening of Town Center Market Patio

Action Requested

Staff recommend that the Mayor and Council approve the closure of Queensbury Road between Natoli Place and Lafayette Avenue on Saturday, November 23rd from 12:00 p.m. to 6:00 p.m. for the grand opening of the Town Center Market Patio as conditioned below.

Overview

The Town received a request from the owners of Town Center Market, located 4705 Queensbury Road, to close Queensbury Road between Natoli Place and Lafayette Avenue.

On November 23rd Town Center Market will hold the grand opening of their newly constructed patio and would like to have a band play at the event. The area of Queensbury Road that has been requested to be closed will only be used by the band and to provide an unobstructed view of the band from the patio. The event is scheduled to begin at 1:00 p.m. and end at 5:00 p.m. The projected attendance is not expected to exceed 100 people throughout the event.

The Riverdale Park Police Department and Riverdale Volunteer Fire Department have been consulted and do not have any concerns regarding the requested road closure. The following conditions will have to be met for the road to be closed:

1. Successful completion of all inspections related to the patio building project and authorization from Prince George's County Department of Permits, Inspections, and Enforcement to use the patio area; and
2. The signing of a hold harmless agreement with the Town; and
3. Compliance with the event description of the use of the roadway; and
4. The hiring of a Town police officer for the duration of the event; and

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5. The sidewalk in front of the Town Center Market needs to remain open.

Historically, the Town has not charged for Department of Public Works overtime expenses for street closures. Staff do not recommend imposing such cost for this event but will be developing a standard process that will include cost recovery provisions for future events.

Attached:

Map of area of requested closure

