



Town of Riverdale Park
April 29, 2019
Work Session
8:00 p.m.

AGENDA

Call to Order
Approval of Agenda
Mayor's Report

Presentations

- Recognition of Retirement: Corporal Larry Hayes
- Proclamation for Economic Development Month

Public Comments
Town Manager's Report
Council Committee & Ward Reports

Work Session Discussion Items

1. Fence Permit Request: 5702 Riverdale Road; 6-foot vinyl fence (Ward 4)
2. Variance Request: 4504 Queensbury Road; Variances of 17 feet front yard depth for the dwelling, 19 feet front street line setback 58 feet front street line setback both abutting Beale Circle for an accessory building and of 7.7% net lot coverage (Ward 1)
3. FY2020 Proposed Operating and Capital Improvement Budget Adjustments
4. Ordinance 2019-OR-04 regarding Competitive Negotiated Sale of 4603 East West Highway
5. Stop signs in Town of Riverdale Park- Riverdale Park Station (TRP-RPS)
6. Public Art: Traffic Box Wraps
7. Prince George's County Bus Route 14
8. Town Center Clock
9. Town Center Market Food Truck Hub
10. DSP- 17007 College Park Metro Apartments
11. Members of the Board of Election Appeals
12. 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

Town Administration

TO: Paul Smith, Acting Town Manager

FROM: Jessica Barnes, Town Clerk

CC: Staff Leadership Team

DATE: April 26, 2019

RE: Fence Permit Request for 5702 Riverdale Road (Ward 4)

Action Requested:

Staff seeks input from the Mayor and Council regarding a fence permit request for a 6-foot white vinyl fence at 5702 Riverdale Road, Riverdale Park Animal Hospital, pursuant to Chapter 66 of the Town Code.

Background:

The Town received a building permit application from Dr. Sundar Natarajan for a previously constructed 6-foot vinyl fence behind his business, Riverdale Park Animal Hospital. The applicant obtained a Prince George's County permit for the work and approval from the Department of Permitting, Inspections, and Enforcement to install a fence within the existing storm drainage easement. Dr. Natarajan reported to staff that the contractor that he had hired to perform the work was not aware that a Town permit was also needed.

Please note the attached materials concerning the work.

Attachments:

Riverdale Park Building Permit Application

Prince George's County Permit

Site Plan

Letter from Department of Permitting, Inspections, and Enforcement

Pictures taken by Neighborhood Services



Town of Riverdale Park
Office of Development Services
5008 Queensbury Road
Riverdale Park, MD 20737
(301) 927-6381

County Permit Number: _____
Town Permit Number: _____

Permit Application

Type of Permit: ☐ Building ☒ Fence ☐ Dumpster / Storage Container ☐ Dumpster ☐ Other

Contact/Applicant: Dr. Sundar Natarajan 301-277-5408
(Name) (Phone Number)

Property Information: 5702 Riverdale Road
(Building Number) (Street Name) (Apartment/Suite)

Property Owner Information:

Sundar Natarajan 301-277-5408
(Name) (Phone Number)
5702 Riverdale Road
(Building Number) (Street Name) (Apartment/Suite)
Riverdale MD 20737
(City) (State) (Zip Code)

Contractor Information:

All American Fences, 721 Brethour CT, Sterling, VA
(Company Name and Mailing Address)
Nino Vidal, 571-267-9986
(Contact Person Name and Phone Number)

Description of Work to be Completed:

Fencing behind the building

Estimated Cost of the Project: \$8380/-

Pod/Storage Container and Dumpster:

Location of requested container: ☐ On Street ☐ Rear Yard ☐ Side Yard ☐ Front Yard

Other: _____ Director of Public Works: ☐ Approved ☐ Not Approved

I affirm under the penalty of perjury that the information contained in this application is true and correct to the best of my knowledge, information and belief.

[Signature]
Signature

03/25/19
Date

(Please see reverse side for additional information)

5702 RIVERDALE RD RIVERDALE 20737

CASE NUMBER

55091-2018-00

PRINCE GEORGE'S COUNTY

P E R M I T

ISSUANCE DATE : Dec-05-2018

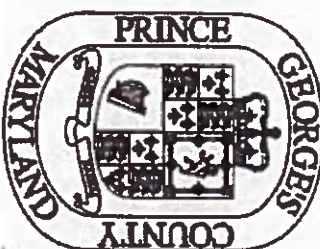
EXPIRATION DATE :

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

PROPERTY OWNER

SUKARDHA REALTOR, LLC
5702 Riverdale Rd
Riverdale, MD 20737
(301) 297-5400

OCCUPANT



CONTRACTOR

All American Builders
721 Broadbent Ct
Shelton, VA 20164
LICENSE NUMBER

JULIAN

(703) 731-7015

ARCHITECT

TYPE OF PERMIT : DPLE CBW
WORK DESCRIPTION : 6' high fence and 18' wide gate

EXISTING USE : VET OFFICE

USE (MNC/PC ZONING) : VETERINARIAN, OUTPATIENTS ONLY, FENCE

SUBDIVISION : RIVERDALE HEIGHTS

OWNERSHIP : HEIGHT FT : 6

LIBER : 38613

FOLIO : 062

FD/ACCT NO : 18 / 2139871

LOT : NO STORIES :

BLOCK : 2 DWELL. UNITS :

TAX MAP : 042 PARKING SP : 0

SCLD : LIVE LOAD :

SPEC EXCLPT : USE GROUP :

Conditions : TYPE CONST :

168

ELECTRICITY :

CENTRAL A/C :

ELEVATOR :

ESCALATOR :

BASEMENT :

BOILER NUMBER :

CBQA :

HISTORICAL :

SIGN NUMBER :

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

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

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

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

INSPECTION AREA : INSPECTION APPROVALS

Bellor S. Ravshanbar

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

VA Contractor License
A2705129167

Proposal/Invoice

All American Fences Inc.

Commercial & Residential

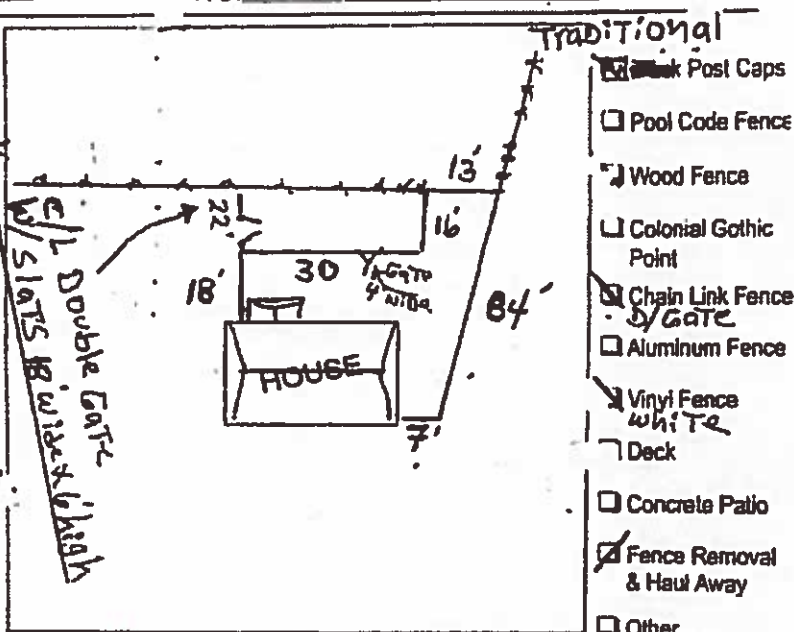
MD License
MHIC131423

P.O. Box 2, Sterling, VA 20167 • Tel: 703-731-7035 • 703-437-7365 • Fax: 703-435-9247
E-mail: allamericanfences@yahoo.com

Sundar Nataylen
5702 Riverdale Rd
Riverdale, MD 20737
Email: riverdaleparkah@gmail.com

OCT 4, 2018
Cell 301-277-5408
Work Phone
FAX

| DESCRIPTION | CHECKLIST |
|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| STYLE/HEIGHT #18 White Vinyl Fence 6' high | <input type="checkbox"/> Stepped <input checked="" type="checkbox"/> Follow The Ground <input type="checkbox"/> DIP <input type="checkbox"/> Arch <input type="checkbox"/> Cap Board <input checked="" type="checkbox"/> Posts In Concrete Dry Pack <input type="checkbox"/> Take Down Existing Fence/Deck by <input type="checkbox"/> Customer <input type="checkbox"/> AAF <input type="checkbox"/> Trim Trees, Brush Shrubs by <input type="checkbox"/> Customer <input type="checkbox"/> AAF <input type="checkbox"/> Haul Debris Away by <input type="checkbox"/> Customer <input type="checkbox"/> AAF <input type="checkbox"/> Underground <input type="checkbox"/> ELEC <input type="checkbox"/> GAS <input type="checkbox"/> UTILITY <input type="checkbox"/> CABLE <input checked="" type="checkbox"/> Property Pins Found <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> Customer Responsible for Property Corners <input checked="" type="checkbox"/> Permit By AAF COUNTY <input type="checkbox"/> Permit By Customer <input type="checkbox"/> Other |
| WALK GATES 1 DIGATES 1 | |
| MATERIALS Gate Post 4" OD Galv. Fence Post 5" x 5" x 9' | |
| <input type="checkbox"/> Wire Mesh Color <input type="checkbox"/> Residential Other | |
| All American Fences Inc. <input checked="" type="checkbox"/> Will <input type="checkbox"/> Will Not Call Miss Utility | <input type="checkbox"/> Commercial <input type="checkbox"/> Sprinkler System <input type="checkbox"/> HOA/HOLD |



NOTES: Install APPROX 168' LFT OF 6' high White Vinyl Fence -
Lakeland Style, 50 years warranty Material.
Manufactured From Country Estate Fence Inc.
www.countryestate.com *1- single Gate 4' wide x 6' high White Vinyl.
Galvanized Hot Dip.
*Install 18' wide C/L Double Gate 6' high.
Quote including 15% discount

Total Price \$ 8380.00
Deposit \$ 2800.00
Balance \$ 5580.00

A 3% transaction fee will be applied to each credit card transaction
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be assessed only upon written orders, and will become extra charge over and above the estimate. All agreements contingent upon street, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

PLEASE PAY OUR FOREMAN THE REMAINING BALANCE!

All American Fences Inc. is not responsible for property lines or underground utilities. This embodies the entire understanding between the parties and there are no verbal agreements or representations in connection therewith. All material shall remain the property of All American Fences, Inc. until paid in full. All treated structural lumber is to comply with grading rules of S.P.A.B. Gate traveling to be non-treated SPF lumber. If balance is not paid upon completion, purchaser agrees to pay accrued interest in the amount of 1% monthly, plus purchaser agrees to all costs of collection, including court costs and attorney's fees.

All American Fence Estimator Nino Vidal 571-207-9986

THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE AND WHICH ARE MADE A PART HEREOF BY THIS AGREEMENT.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and hereby accepted. You are to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Print Name

Signature

Start Date

10/18/2018

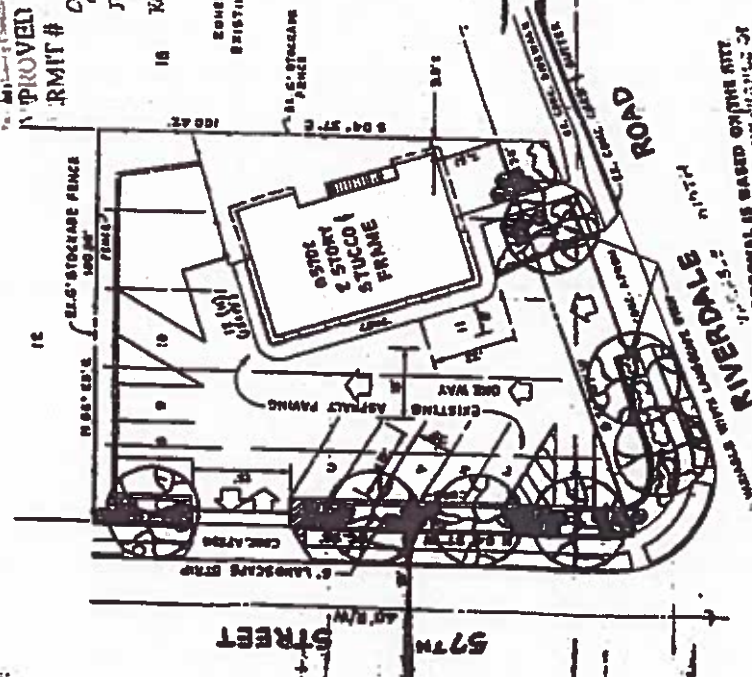
Sundar NATAYLEN

Don
10/18/18

The Maryland National Capital Park and Planning Commission
 APPROVED 3/14/09
 PERMIT # 3948-2009-01
 OR for veterinarian office, outpatient, pr
 9065-95-01 and 02 95096
 In patient services allowed
 as a 70' x 100' building

ZONED: C-0
 EXISTING USE: RESIDENCE

APPROVED
 PERMIT # 3948-2009-01
 OR for veterinarian office, outpatient, pr
 9065-95-01 and 02 95096
 In patient services allowed
 as a 70' x 100' building



VICINITY MAP SCALE: 1" = 5000'

GENERAL NOTES

- Property Zoned C-0
- Property is shown on the Map 12, G-1, P-1, 4
- Tract area = 11.13 acres less of 2.128 acres
- Proposed use: Veterinarian (Multi-Purpose) Services
- Parking: 12 spaces

Parking: 12 spaces

Veterinarian Office (1st Floor)

100 x 120 ft. Room Area
 100 x 120 ft. Room Area
 100 x 120 ft. Room Area

Kennel and Office (2nd Floor)

200 x 120 ft. Room Area
 200 x 120 ft. Room Area
 200 x 120 ft. Room Area

Parking Provided

10 Non-Paved Spaces 4' x 10'
 1 Paved Space 8' x 20'
 1 Non-Paved Space 4' x 10'

12 Spaces Total

NOTE: APPROVAL IS BASED ON THE SITE
 PLAN & LAYOUT. ANY CHANGES TO
 THE LAYOUT MAY BE SUBJECT TO
 APPROVAL BY THE BOARD OF
 APPEALS. ANY CHANGES MAY BE SUBJECT TO
 APPROVAL BY THE BOARD OF APPEALS.

LANDSCAPE SCHEDULE

| SYMBOL | COMMON NAME | BTANICAL NAME | SIZE | QUANTITY |
|--------|-------------|---------------|------|----------|
|--------|-------------|---------------|------|----------|



- 1 Tree (10' x 12')
- 20 Tree (10' x 12')
- 10 Tree (10' x 12')
- 20 Tree (10' x 12')

SITE PLAN

LOTS 13 THRU 17 BLOCK 2

RIVERDALE HEIGHTS

PRINCE GEORGE'S COUNTY, MARYLAND

DATE: NOVEMBER, 1995

Rev: 1 December, 2008

M.N.C.P.R.C. M. Hampton

Hold 12/1/02

Permit # 9065 95 01



M.N.C.P.R.C. M. Hampton
 APPROVED 12/1/02
 PERMIT # 9065-95-01
 OR for veterinarian office, outpatient, pr
 9065-95-01 and 02 95096
 In patient services allowed
 as a 70' x 100' building

PREPARED BY:
 A.C. KELLY & ASSOCIATES, INC.
 ENGINEERS & SURVEYORS
 10111 COLLETTES ROAD
 SILVER SPRING, MD 20910
 202-993-8888

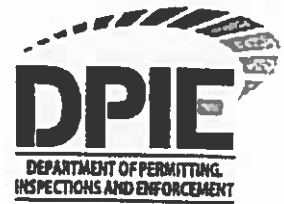
Revised Plans

12/13/95 JOB NO. 25-1459



Rushern L. Baker, III
County Executive

THE PRINCE GEORGE'S COUNTY GOVERNMENT
Department of Permitting, Inspections and Enforcement
Site/Road Plan Review Division



November 20, 2018

Sundar Natarajan
5702 Riverdale Road
Riverdale, Maryland 20737

Re: Sukardha Fence
Permit No. 49237-2018
R/W Log No. 4094

Dear Natarajan:

Thank you for contacting the Department of Permitting, Inspections and Enforcement (DPIE) regarding your request to install a fence within the existing storm drainage easement. This fence is to be located on Block 2, of the Riverdale Heights Subdivision, otherwise known as 5702 Riverdale Road. As you are aware, Prince George's County currently controls the stormwater easements in this area.

The proposed fence that will encroach on the easement area is not likely to interfere with or restrict the function of the storm drainage easement.

Therefore, your request to install the fence is to be approved with the following conditions:

1. The necessary fence permit is to be obtained from the County.
2. The County will assume no responsibility for this fence. The property owner agrees to indemnify, save and hold harmless the County from and against any claims, causes of action, losses, damages, debts and/or expense arising out of or from any accident or other occurrences related to the fence within the easement area.
3. During the installation of the fence, any activity that would cause damage to the storm drain is to be prevented. Any cost to repair damage to the storm drain caused by the installation of the fence shall be entirely at the property owner's expense.

Dear Natarajan
November 20, 2018
Page 2

4. The County will bear no responsibility for damage to the fence which may result due to our activity within the easement area. Should any maintenance or relocation of the fence be required for any reason to include the construction, reconstruction and/or the maintenance of the storm drainage system located within the easement, the cost of said fence maintenance and/or relocation shall be entirely at the property owner's expense, risk and liability.
5. The owner will obtain any other permits or approvals from any other agencies/entities that may be required.

If you concur with these conditions, please sign the enclosed covenant, have it notarized and return to the following address:

Mr. Daniel Wmariam
Department of Permitting, Inspections and Enforcement
9400 Peppercorn Place
First Floor, Permits Office, Station B-8
Largo, Maryland 20774

The covenant will be recorded in the Land Records of Prince George's County in Upper Marlboro, and will be binding on all successors, assigns and heirs of the property. Should you require further assistance, please do not hesitate to contact Mr. Wmariam of our Right-of-Way Unit at 301.883.3207.

Sincerely,



Mary C. Giles
Associate Director

Enclosure

MCG:DW:csw

cc: Vernon Stinnett, Associate Director, OHM, DPW&T
Rey de Guzman, Chief, Site/Road Section, S/RPRD, DPIE
Daniel Wmariam, Realty Specialist IV/Engineer, S/RPRD, DPIE

COVENANT FOR FENCE IN STORM DRAINAGE EASEMENT AREA

Sukardha Realtors, LLC, this 5th day of DECEMBER, 2018, being the owner of record of the following property, do hereby consent to this covenant to be placed upon 11,670 square feet of property, known as, Block 2, of the Riverdale Heights Subdivision, otherwise known as 5702 Riverdale Rd., Grid F3, Page 0042 of the current tax map. Said property is further described in a Deed recorded among the Land Records of Prince George's County, Maryland, in Liber 38613 at Folio 62. Sukardha Realtors, LLC, for and in consideration of the release of Building Permit No. 55091-2018 and other good and valuable consideration from Prince George's County, Maryland, agree that, with respect to Building Permit No. 55091-2018 Prince George's County, Maryland will bear no responsibility for damage to the fence which may result due to the County's activity within the easement area. Should any maintenance or relocation of the fence be required for any reason to include the construction, reconstruction and/or the maintenance of the storm drainage area located within the easement, the cost of said fence and/or maintenance and/or relocation shall be entirely at the property owner's expense, risk and liability.

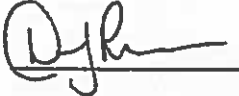
Permit:
55091-2018
Log No. 4112

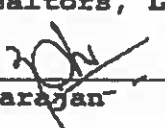
Sukardha Realtors, LLC, also agree as follows: (1) To obtain the necessary building permit for the fence. (2) That during the installation of the fence, we will not allow any activity that would cause damage to the storm drain. Any cost to repair damage to the storm drain caused by the installation of the fence shall be entirely at the property owner's expense. (3) The property owner agrees to indemnify, save and hold harmless the County from and against any claims, causes of action, losses, damages, debts and/or expense arising out of or from any accident or other occurrences related to the fence within the easement area. (4) To obtain any other permits or approvals from other agencies/entities that may be required.

This covenant shall run with the land and bind the heirs, successors and assigns of the party hereto.

Witness

Sukardha Realtors, LLC




Sundar Natarajan
Member

STATE OF MARYLAND

COUNTY OF Prince George's

Before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Sundar Natarajan Member of Sukardha Realtors, LLC, who acknowledged and signed the foregoing covenant. Witness my hand and seal this 5th day of December, 2018.

NOTARIAL SEAL


Notary Public

My Commission Expires:

Claudia Minaya

NOTARY PUBLIC

Prince George's County, Maryland
My Commission Expires 8/18/2021

**PRINCE GEORGE'S COUNTY
CUSTOMER INVOICE**

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

Project Name: SUKARDHA FENCE

Received From: _

Permit No: 55091-2018-0

Printed: 12/5/2018

| <u>Fee Description</u> | <u>Fund</u> | <u>Account</u> | <u>Center</u> | <u>Fee Added By</u> | <u>Fee Amount</u> |
|------------------------|-------------|----------------|---------------|---------------------|-------------------|
| PARK AND PLANNING | 1000 | 420970 | 110031 | ADLACILLA | \$5.00 |
| FENCE/MISC COMM | 1000 | 425131 | 168004 | MAHUBBARD | \$157.50 |
| GRADING | 5100 | 425150 | 154002 | EEUDENKWO | \$42.00 |

The total sum of: \$204.50

Received By:

Payment ID#:

Check Num:











Town of Riverdale Park, Maryland

Town Administration

TO: Paul Smith, Acting Town Manager

FROM: Jessica Barnes, Town Clerk

DATE: April 25, 2019

RE: Variance Request for 4504 Queensbury Road (Ward 1)

Action Requested:

Staff seeks direction from the Mayor and Council regarding the Town's position on the requested variances and authorization to send a letter to the Prince George's County Board of Zoning Appeals.

Background:

The Town has received notice from the Prince George's County Board of Zoning Appeals that Samuel Laury and Myron Bush of 4504 Queensbury Road have requested permission to validate existing conditions (dwelling, accessory building and development) and screen a portion of an existing deck.

Variances of 17 feet front yard depth for the dwelling, 19 feet front street line setback, 58 feet front street line setback both abutting Beale Circle for an accessory building and 7.7% net lot coverage have been requested.

Attached, please find the Notice of Hearing, Application for a Variance, and Site Plans as well as pictures taken by Neighborhood Services.

Attachments:

Notice of Hearing

Application for a Variance

Site Plan

Photos from Neighborhood Services



THE PRINCE GEORGE'S COUNTY GOVERNMENT

BOARD OF ZONING APPEALS

BOARD OF ADMINISTRATIVE APPEALS

COUNTY ADMINISTRATION BUILDING, UPPER MARLBORO, MARYLAND 20772
TELEPHONE (301) 952-3220

RECEIVED
APR 2 2019

NOTICE OF HEARING

Date: April 2, 2019

Petitioners: Samuel Laury & Myron Bush

Appeal No.: V-25-19

Hearing Date: WEDNESDAY, APRIL 17, 2019, AT 6:00 P.M. EVENING

Place: Zoning Hearing Room #L-205
County Administration Building, Upper Marlboro, Md.

Appeal has been made to this Board for permission to existing validate conditions (dwelling, accessory building and development) and screen a portion of an existing deck on the premises known as Lot 3 & 4, Block 33, Riverdale Park Subdivision, being 4504 Queensbury Road, Riverdale Park, Prince George's County, Maryland, contrary to the requirements of the Zoning Ordinance.

The specific violation resides in the fact that Zoning Ordinance Section 27-442(e)(Table IV) prescribes that each lot shall have a front yard at least 25 feet in depth. Section 27-442(i)(Table VIII) prescribes that accessory buildings shall be set back 30 feet from the side street line. Section 27-442(c)(Table II) prescribes that not more than 30% of the net lot area shall be covered by buildings and off-street parking. Variances of 17 feet front yard depth for the dwelling, 19 feet front street line setback 58 feet front street line setback both abutting Bleae Circle for an accessory building and of 7.7% net lot coverage are requested.

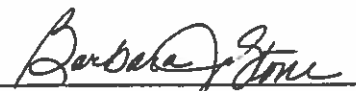
Public hearing on this Appeal is set for the time and place above stated. **Petitioner, or counsel representing Petitioner, should be present at the hearing. A Petitioner which is a corporation, limited liability company, or other business entity MUST be represented by counsel, licensed to practice in the State of Maryland, at any hearing before the Board. Any non-attorney representative present at the hearing on behalf of the Petitioner (or any other person or entity) shall not be permitted to advocate.**

Adjoining property owners, who are owners of premises either contiguous to or opposite the property involved, are notified of this hearing in order that they may express their views if they so desire. However, their presence is not required unless they have testimony to offer the Board.

If inclement weather exists on hearing date, please contact the office to ascertain if hearing is still scheduled.

BOARD OF ZONING APPEALS

By:

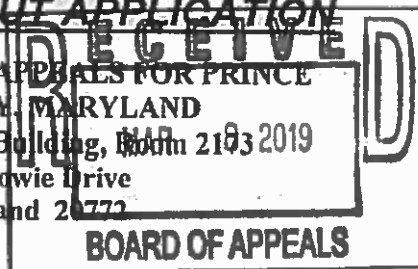

Barbara J. Stone
Administrator

cc: Petitioners
Adjoining Property Owners
Park and Planning Commission
Town of Riverdale Park

(USE BLACK INK ONLY)

**PLEASE READ ALL INSTRUCTIONS
BEFORE FILLING OUT APPLICATION**

**TO: BOARD OF ZONING APPEALS FOR PRINCE
GEORGE'S COUNTY, MARYLAND**
County Administration Building, Room 2183 2019
14741 Governor Oden Bowie Drive
Upper Marlboro, Maryland 20772
(301) 952-3220



Filing Fee Paid: \$ 200 -
CK/M.O. # 0206
By: Samuel Laury
4504 Queensbury Road
Riverdale, MD 20737
Sign Posting Fee Paid: \$ 60 -
CK/M.O. # 7503
By: ETC Contracting, Inc
5404 Taylor Road
Riverdale MD 20737
APPEAL NO. V-25-19
(OFFICE USE ONLY)

**APPLICATION FOR A VARIANCE
FROM STRICT APPLICATION OF THE ZONING ORDINANCE**

(If variance is being applied for due to receipt of a Violation Notice, a copy of the notice is required.)

Owner(s) of Property SAMUEL J. LAURY + MYRON K. BUSH
(AS SHOWN ON DEED)
Address of Owner(s) 4504 QUEENSBURY RD.
City RIVERDALE PARK State MD Zip Code 20737
Telephone Number (home) 917-620-5627 (work) 201-993-0969
E-mail address: SAMLAURYJUNIOR@GMAIL.COM

Attorney/engineer/contractor name, address and telephone number (applicant if different from above): (circle one)

William LaChande Jr. 5404 Taylor Rd Riverdale, Md. 20737 301-318-35

For assistance in completing questions below, see corresponding paragraphs on *Instructions to Applicants*, which is designed to help you fill out this form. **SUBMITTED SITE PLANS/PLATS MUST BE DRAWN TO SCALE BY A CERTIFIED ENGINEER, SURVEYOR OR ARCHITECT (WITH OFFICIAL SEAL OR STATE OF MARYLAND REGISTRATION NUMBER SHOWN ON THE SITE PLAN/PLAT) AND MUST SHOW ALL STRUCTURES (TO INCLUDE ALL DIMENSIONS AND NUMBER OF STORIES) AS WELL AS OFF-STREET PARKING AND ANY PROPOSED CONSTRUCTION ON THE PROPERTY. THE PLAN MUST NOTE THE SCALE, THE LOT SIZE, THE LEGAL DESCRIPTION AND A NORTH ARROW.**

Location of Property involved: a) Street Address 4504 QUEENSBURY RD.

City RIVERDALE PARK, MD 20737

b) Lot(s) 3+4 Block 33 Parcel _____

Subdivision Name Riverdale Park

c) Association Name(s) & Address(es) (Homeowners/Citizens/Civic and/or Community):
No

d) Municipality (Incorporated City/Town) Name RIVERDALE PARK

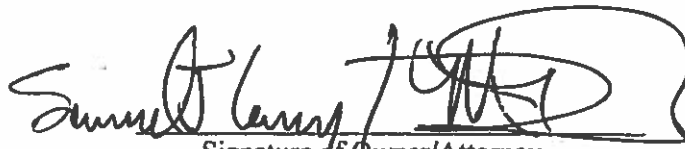
What will be/has been constructed on the property? (Variance(s) Required)

SMALL ADDITION (TOTAL 128 SQ.FT.) TO
EXISTING BACK DECK. For Screen Porch w/ROOF
16'0X17'0

Do you need the services of a foreign language interpreter at your hearing? (Additional \$30 fee required)

Yes _____ No X

Foreign Language: _____


Signature of Owner/Attorney

SAMUEL J. LAURY / MYRON K. BUSH
Printed Name

IMPORTANT: Failure to provide complete and accurate information on this application may delay or jeopardize consideration of the request. Applications on which all required information is not furnished will be returned for completion before processing. Filing fees must be made payable to Prince George's County and sign posting fees must be made payable to M-NCPPC. Approval of a variance is not a guarantee that further review will not be necessary by other governmental authorities. For further information regarding Board of Zoning Appeals policies and procedures, see Sections 27-229 through 27-234 of the County Zoning Ordinance and/or the Board's website at <http://pgccouncil.us/>.

FOR COUNTY USE ONLY

Property Zone: R-55 Overlay Zone: N/A

Has the property in question ever been subject to previous Board, County Council or Zoning Hearing Examiner action? No If so, give Case No.(s)/Decision Date(s) N/A

Is the property subject to any action by the Planning Board? _____

If so, what type of action? _____

Variance(s) requested: _____

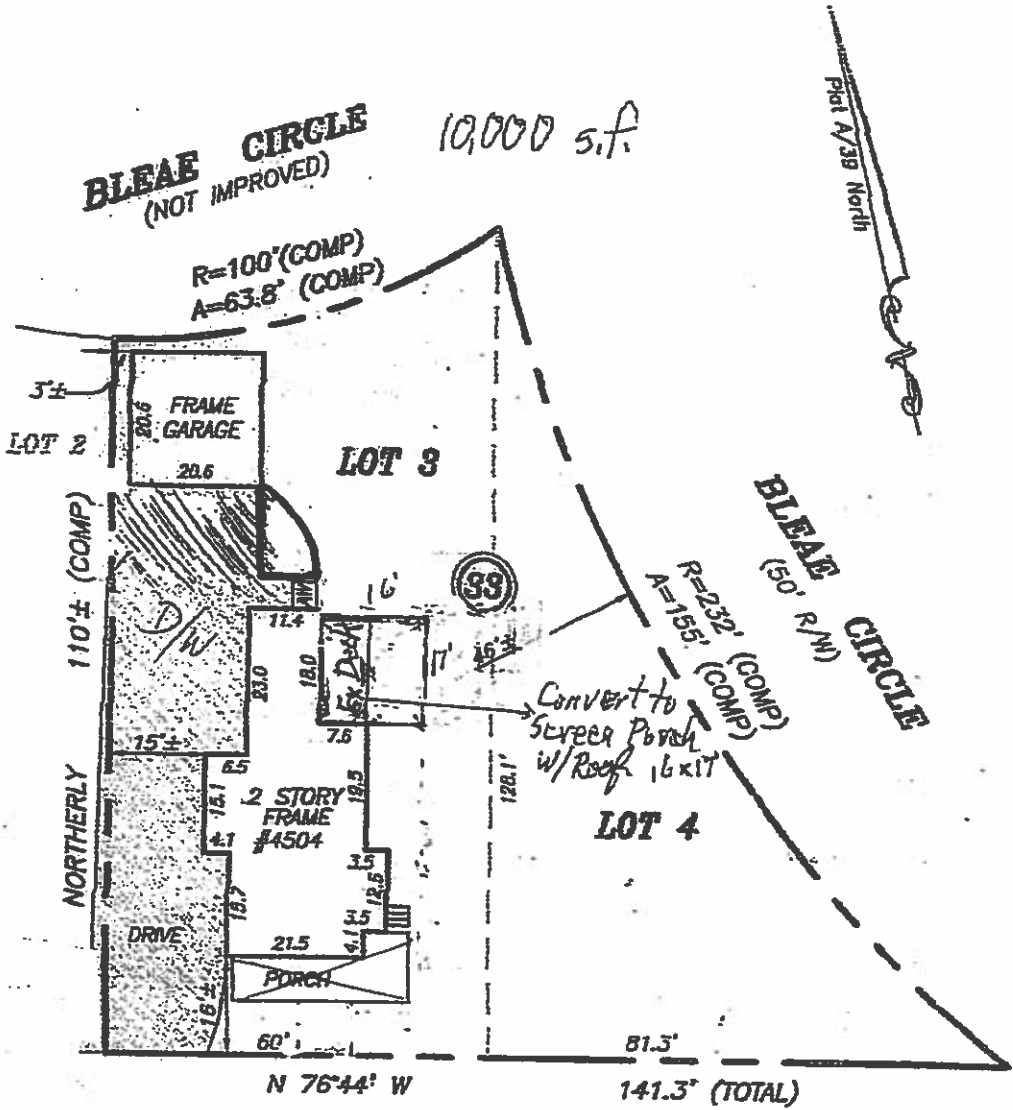
FOR A LIST OF ALL NAMES AND MAILING ADDRESSES OF ADJOINING PROPERTY OWNERS AND OTHER PARTIES, PLEASE SEE THE PERSONS OF RECORD LIST

LOCATION INFORMATION NOTES:

This drawing is a benefit to a consumer only insofar as it may be required by a lender or a title insurance company or in connection with contemplated transfer, financing or re-financing;
 This drawing is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or proposed improvements;
 This drawing does not provide for the accurate identification of property boundary lines, but such identification may not be required for transfer of title or securing financing or refinancing.
 The level of accuracy and accuracy of apparent setback distances is two feet, more or less.
 THIS LOCATION DRAWING IS NOT TO BE USED IN CONNECTION WITH ANY TYPE OF PERMIT APPLICATION.
 This location drawing was prepared without the benefit of a title report.

LEGEND

- Sidewalk
- Over Hang
- Area Way
- Gravel Area
- Asphalt Area

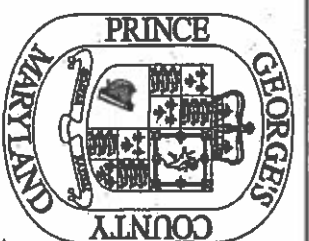


LOCATION DRAWING
LOTS 3 & 4, BLOCK 33
RIVERDALE PARK
 PRINCE GEORGE'S COUNTY, MARYLAND

| SURVEYOR'S CERTIFICATE | | REFERENCES | | ALIMO & ASSOCIATES LLC | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------|--|
| This location drawing and the surveying work reflected in it are prepared by the surveyor or the surveyor was in responsible charge over its preparation, all in compliance with requirements set forth in COMAR Regulation 09.19.06.12. <i>F. Alimo</i> 09/15/2015 By: Fred Alimo Date Professional Land Surveyor #21382 09-15-2015 | | PLAT HK. A PLAT NO. 39 LIBER 36748 FOLIO 108 | | LAND SURVEYORS 5490 Cedar Lane #B1 Columbia, Maryland 21044 Tele.: (240) 888-7631 Fax: (443) 546-1248 | |
| | | DATE OF LOCATIONS | | SCALE: 1"=30' | |
| | | WALL CHECK: | | DRAWN BY: F.A. | |
| | | HSR. LOC.: 09-15-2015 | | JOB NO.: 2015-187 | |

5-185

PRINCE GEORGE'S COUNTY
DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT
PERMITTING CENTER
9400 PEPPERCORN PLACE, 1st FLOOR, LARGO, MD 20774 (301) 883-5900



YOU MUST COMPLY WITH MUNICIPAL HOMEOWNERS/CITY ASSOCIATION AND LOCAL COVENANTS. A FINE MAY BE IMPOSED IF CONSTRUCTION IS BEGUN WITHOUT REQUIRED APPROVALS.

**PERMIT APPLICATION FILING
FEES ARE NON-REFUNDABLE**

Date: 11/13/2018

Case Number: 53465-2018-00

PERMIT APPLICATION

ACTIVITY: Building Permit Application
WORK DESCRIPTION: 17x16' screen porch
USE TYPE:
EXISTING USE: residential single family
PROPOSED USE: residential single family

LOT:
BLOCK: 33
PARCEL:

SITE INFORMATION

| | | |
|---------------------------------------------------------------|-------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| SITE ADDRESS: 4504 QUEENSBURY RD RIVERDALE 20737 | PROJECT NAME: SUBDIVISION: RIVERDALE PARK | EST. CONSTRUCTION COST: \$16,000.00 ELECTION DISTRICT: 19 PROPERTY TAX ACCOUNT #: 2160042 |
|---------------------------------------------------------------|-------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|

| | | | |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| OWNER Sam Laury 4504 queensbury RD riverdale MD 20737 | OCCUPANT Sam Laury 4504 queensbury RD riverdale MD 20737 | CONTRACTOR William Jachance etc contracting inc 5404 taylor RD riverdale MD 20737 | ARCHITECT Sunday Ojibo 2409 Oxon Run DR Temple Hills MD 20744 |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|

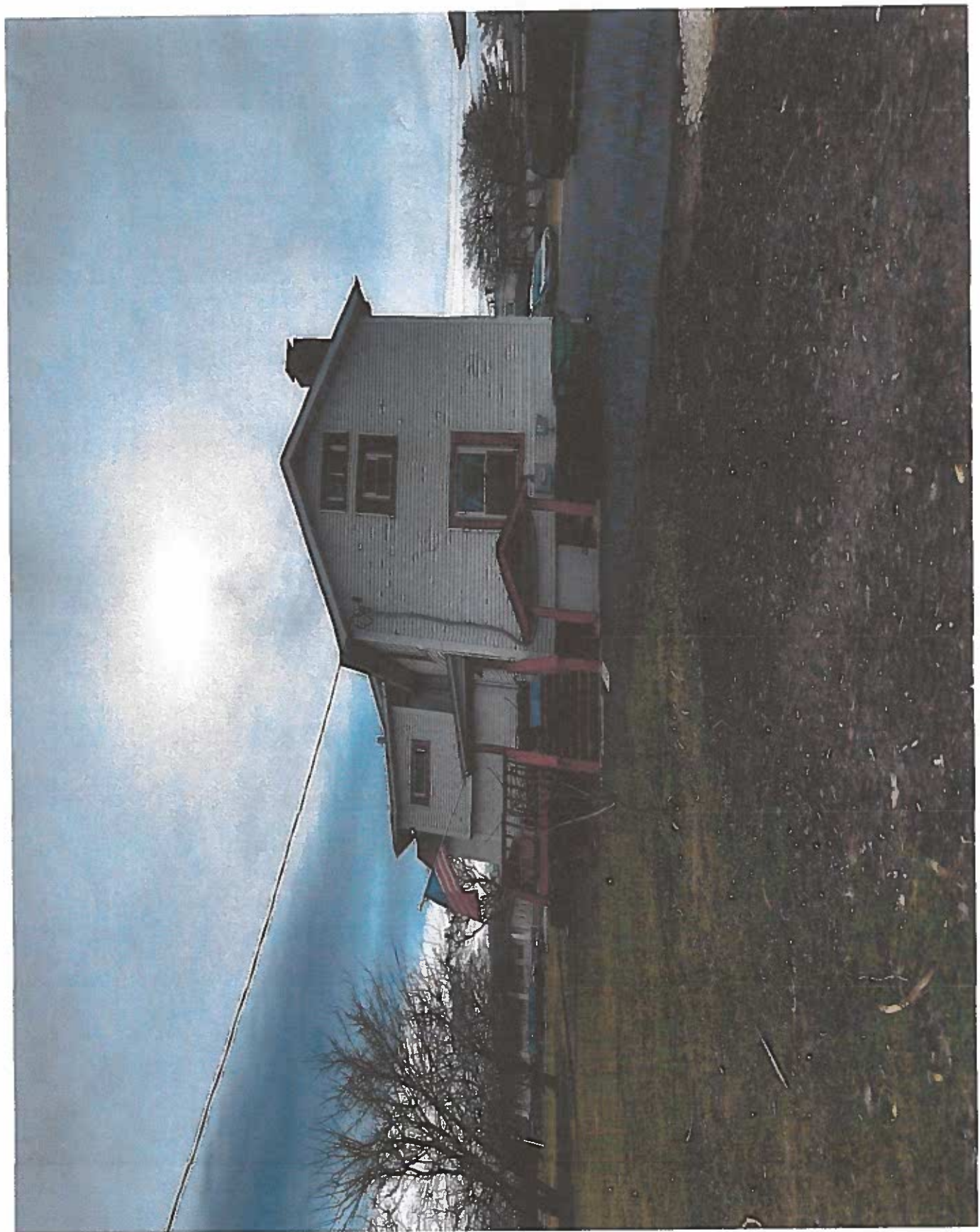
| FOR OFFICE USE ONLY | | | |
|---------------------|------|-----------------|------|
| Reviewer | Date | Reviewer | Date |
| M-NCPPC | | Fire Eng. | |
| Site / Road Eng. | | Mechanical Eng. | |
| Structural Eng. | | Health | |
| Electrical Eng. | | Issuance | |

I hereby certify that I have permission of the property owner to submit this application on his/her behalf and that the information is complete and correct.

APPLICANT William Jachance **NAME** etc contracting inc **COMPANY** (301) 318 - 3524 **PHONE** **SIGNATURE**

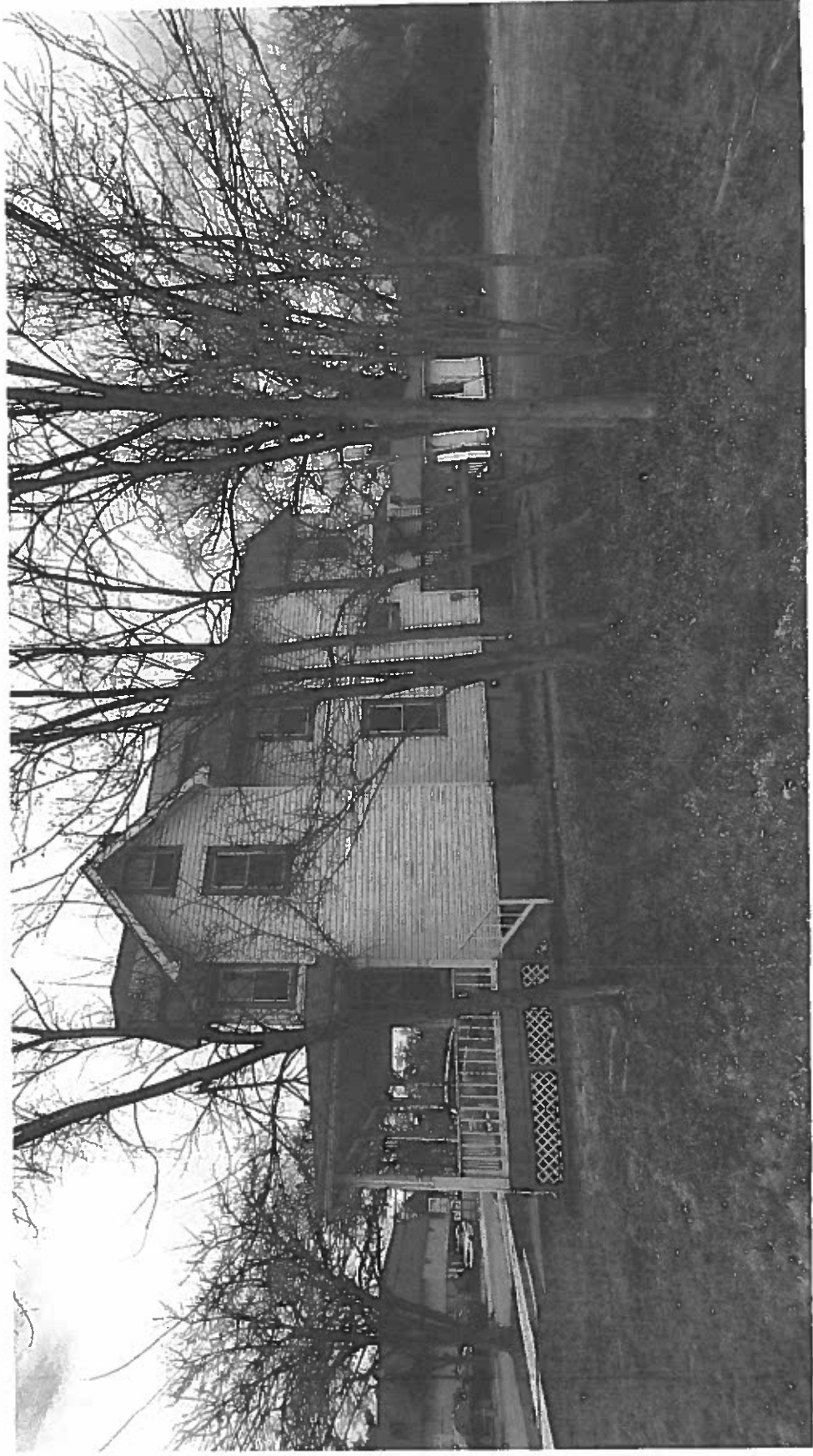
4505 Queensbury Road, Riverdale







4505 Queensbury Road, Riverdale















Town of Riverdale Park, Maryland

Town Administration

TO: Mayor and Council

FROM: Paul Smith, Acting Town Manager

DATE: April 26, 2019

RE: FY2020 Proposed Operating and Capital Improvement Budget Adjustments

Action Requested:

Staff seek direction from the Mayor and Council to prepare the FY2020 Operating and Capital Improvement Budget for introduction at the May 6th Legislative Meeting.

Background:

As indicated in the proposed FY2020 Proposed Operating and Capital Improvement Project Budget book's introductory correspondence, staff will present a review of the edits directed by the Mayor and Council at the April 29th Work Session. Staff will also be available to respond to any additional questions or concerns.

The budget approval calendar follows:

| | |
|----------------------|-----------------------------------------|
| May 6 th | Tax Rate Public Hearing |
| May 6 th | Introduction of FY2020 Budget Ordinance |
| May 20 th | Adoption of FY2020 Budget Ordinance |



Town of Riverdale Park, Maryland

Office of Development Services

TO: Paul Smith, Acting Town Manager

CC: Staff Leadership Team

FROM: Kevin Simpson, Development Services Director

DATE: April 26, 2019

RE: Ordinance 2019-OR- 04 regarding Competitive Negotiated Sale of 4603 East West Highway

Actions Requested:

Staff seeks input from the Mayor and Council concerning Ordinance 2019-OR- 04, to authorize the Competitive Negotiated Sale of 4603 East West Highway.

Overview:

At the April 1st Legislative Meeting, Ordinance 2019-OR- 04 was introduced by the Mayor and Council. Staff will be available to respond to concerns or questions at the April 29th Work Session.

Upon review of the ordinance, staff will prepare this legislation to consider for adoption by the Mayor and Council during the May 6th Legislative Meeting.

Attachments:

Ordinance 2019-OR-04 CNS Sale of 4603 East West Highway as introduced

Purchase Agreement

Property Deed: 4603 East West Highway

Certificate of Publication of Fair Summary

COUNCIL OF THE TOWN OF RIVERDALE PARK

ORDINANCE 2019-OR-04

Introduced By: CM David Lingua

Date Introduced: April 1, 2019

Date Adopted:

Date Effective:

AN ORDINANCE concerning

Sale of 4603 East-West Highway

FOR the purpose of approving a certain Contract of Sale with Werrlein Properties, LLC, for the sale of certain property at 4603 East-West Highway in the Town of Riverdale Park; determining that such property as described in the Purchase Agreement is not needed for public use and authorizing the conveyance of such property pursuant to such Contract of Sale; and all matters generally related to the disposition of certain Town-owned property.

EXPLANATORY STATEMENT: The Town owns certain property consisting of approximately 13,851 square feet located at 4603 East-West Highway and described in a Deed dated February 27, 2015, recorded among the Land Records of Prince George's County, Maryland in Liber 36731, page 134. The Town has determined that this property is not needed for public use. The Town has negotiated a Purchase Agreement with Werrlein Properties, LLC, for the sale and purchase of this property to assist Werrlein Properties, LLC, to develop and a project to construct a single-family residential dwelling. Pursuant to the Purchase Agreement, the Town will receive from Werrlein Properties, LLC, the sum of \$70,000.00 for the purchase of the property. The Town Council believes that the Purchase Agreement is in the interests of the Town and its residents.

SECTION 1: BE IT ENACTED BY THE COUNCIL OF THE TOWN OF RIVERDALE PARK, that a certain Purchase Agreement between the Town of Riverdale Park and Werrlein Properties, LLC, a copy of which is attached to this Ordinance, is ratified and approved, and the Town Manager is authorized to execute such Purchase Agreement on behalf of the Town.

SECTION 2. AND BE IT FURTHER ENACTED BY THE COUNCIL OF THE TOWN OF RIVERDALE PARK, that the Mayor and Town Council hereby determines that the property described in the EXPLANATORY STATEMENT above is not needed for public

use, and authorizes the Town Manager to execute and deliver on behalf of the Town a Deed to the property and such other usual and customary documents required to effectuate to conveyance of such land, all in accordance with the terms and conditions set forth in the Purchase Agreement.

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

ATTEST:

COUNCIL OF THE TOWN OF
RIVERDALE PARK

John Lestitian, Town Manager

Alan K. Thompson, Mayor

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2019 ("Effective Date"), Werrlein Properties LLC, or assigns, with any such assignee to be an entity in which Jonathan Werrlein, has a controlling interest (collectively, "Buyer") and the Town of Riverdale Park, a Maryland municipal corporation ("Seller").

RECITALS

- A. Seller is the owner in fee simple of certain real property consisting of one and a half lots of land located in Riverdale Park, Maryland known as 4603 East West Highway (Tax Map 0042; Grid 00C3); further described as Lot 7 and the west one-half of Lot 8; and identified in a Deed to Seller dated January 28, 2015, and recorded at Liber 36731, Folio 00134 a copy of which is attached hereto and incorporated as **Exhibit A**. The land is improved by a 700 square foot storage shed. The foregoing real property and improvements are collectively referred to herein as the "Property".
- B. Seller has agreed to sell the Property to Buyer, and Buyer has agreed to purchase the Property from Seller, under all the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1 Incorporation of Recitals. The foregoing Recitals are hereby incorporated herein by reference as a substantive part of this Agreement.
- 2 Purchase and Sale of the Property. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property in accordance with the terms of this Agreement. Buyer and Seller agree that the Property shall be improved by Buyer, at the Buyer's sole cost and expense, consistent with the terms and conditions of the Development Plan and Application to the Town for the Competitive Negotiated Sale of the Property, attached hereto and incorporated as **Exhibit B**. Buyer's obligation to improve the Property at Buyer's sole cost and expense consistent with **Exhibit B** shall survive Closing and not be merged into the Deed.
- 3 Purchase Price: Terms of Payment.
 - 3.1 Purchase Price. The purchase price for the Property ("Purchase Price") shall be SEVENTY-THOUSAND DOLLARS and NO CENTS (\$ 70,000.00), subject to adjustments and prorations as set forth below and in Section 5.
 - 3.2 Terms of Payment. The Purchase Price shall be paid by Buyer as follows:
 - 3.2.1 On the Effective Date, Buyer shall deposit FIVE THOUSAND AND 00/100 DOLLARS (\$5,000) (the "Deposit") with [INSERT NAME] (the "Escrow Agent"),

which Deposit shall be held by the Escrow Agent and paid, refunded, or otherwise applied to the Purchase Price in accordance with the terms of this Agreement.

3.2.2 Upon closing under this Agreement, the balance of the Purchase Price, after application of the Deposit, shall be paid to Seller in 100% available funds by cash, certified check or wire transfer.

4 Closing. The closing of the purchase and sale of the Property shall be held on or before July 8, 2019.

4.1 Seller's Closing Deliverables. At the closing, Seller shall deliver the following documents (collectively the "Closing Documents") and such other items described below:

4.1.1 a special warranty deed to the Real Property including a covenant of further assurances, duly executed and acknowledged by Seller and in proper form for recording, conveying fee simple title to the Real Property to Buyer or its designee subject to all conditions, restrictions, rights of way and easements of record and any Permitted Exceptions.

4.1.2 a certificate updating the representations and warranties made pursuant to Section 7

4.1.3 a FIRPTA affidavit;

4.1.4 any transfer tax statements, declarations, filings and other similar documents that may be necessary, to the extent the same are required to be executed by Seller;

4.1.5 a closing statement conforming to the proration and other relevant provisions of this Agreement; and

4.1.6 such other information as Buyer may reasonably require that demonstrates the Seller's due authorization and performance of this Agreement and the foregoing documents.

4.2 Buyer's Closing Deliverables. At the closing, Buyer shall deliver the following:

4.2.1 the balance of the Purchase Price as adjusted pursuant to the terms hereof;

4.2.2 a closing statement conforming to the proration and other relevant provisions of this Agreement; and

4.2.3 a certificate updating the representations and warranties made pursuant to Section 8.

5 Closing Adjustments/Costs.

5.1 Expense Adjustments. The following items of expense shall be adjusted as of 11 :59 p.m., of the day immediately preceding the Closing Date such that Seller shall be responsible for all days prior to the Closing Date and Purchaser shall be responsible for the Closing Date and all days thereafter:

5.1.1 Taxes. Real estate, personal property, ad valorem taxes, assessments payable in installments and front foot benefit charges payable in installments that are due and payable with respect to Seller and the Property, respectively, based on the most current bills or other current information available. Assessments payable in a lump sum and not in monthly installments, if any, for improvements completed prior to the Closing Date, whether assessment therefor has been levied or not, shall be paid by Seller or allowance therefor made at the closing.

5.1.2 Utilities. Fuel, water and sewer service charges, and charges for gas, electric, telephone, and all other public utilities. If there are meters on the Property measuring the consumption of water, gas or electric current, Seller shall cause such meters (for utilities for which Seller, and not tenants, are responsible) to be read not more than one (1) day prior to the Closing Date, and shall pay promptly all utility bills for which Seller is liable upon receipt of a statement therefor. Purchaser shall be liable for and shall pay all utility bills for services rendered after such meter readings.

5.1.3 Final Reconciliation. The adjustments described in this Section 5 shall be paid on the Closing Date. If the amount of any of the adjustments described in this Section 5 cannot be determined on the Closing Date, the adjustment therefor shall be made within thirty (30) days after the Closing Date by cashier's check. In making the adjustments required by this subsection, Seller shall be given credit for all amounts prepaid for the Closing Date and any period thereafter, and Seller shall be charged with any unpaid charges for the period prior to the Closing Date.

5.1.4 Closing Costs. Buyer shall pay all expenses of examination of title, title insurance commitment and title premiums. All state, county, Town, local, and municipal transfer and recordation taxes, if any, owing with respect to the sale of the Property, if any, shall be paid by Buyer. Each of Buyer and Seller shall pay their own attorneys' fees and expenses incurred in connection with this negotiation of this Agreement and the closing of the transactions contemplated hereby.

6 Title. Buyer shall have the right to inspect the status of title to the Property. Promptly after execution hereof, Buyer may obtain at Buyer's expense a title report or title commitment ("Commitment") and, at Buyer's election, a UCC lien search for the Property. Buyer may also obtain, at Buyer's sole cost and expense, a current ALTA/ASCM survey of the Property. In the event the Commitment discloses, or Buyer becomes aware of any lien on the Property created by Seller that can be discharged or satisfied

by the payment of money ("Monetary Title Matters"), Seller shall discharge or satisfy such Monetary Title Matters on or prior to the Closing Date. If Seller fails to discharge or satisfy any such Monetary Title Matters as aforesaid, Buyer, at its sole option, and in addition to any other rights and remedies it may have under this Agreement, at law and/or in equity, shall have the right to discharge and satisfy the same from the proceeds of the Purchase Price to be paid to Seller at closing. Title to the Property shall be subject only to the following matters: (i) the lien of real estate taxes and sewer and water rents not yet due and payable; and (ii) such matters appearing on the Commitment to which Buyer shall fail to object during the Feasibility Period (defined below) (collectively, the "Permitted Exceptions"). Title to the Property shall be insurable, together with such title insurance endorsements as Buyer may reasonably request, at regular rates (including applicable rates for such endorsements) from a title insurance company licensed in the State of Maryland and selected by Buyer. In the event Buyer's review of title to the Property reveals any matters that are unacceptable to Buyer in its sole and absolute discretion (other than Monetary Title Matters which Seller is required to remedy as aforesaid), Buyer shall notify Seller thereof within twenty (20) days after the Effective Date (the "Objection Notice"). Within ten (10) days after receipt of the Objection Notice, Seller shall notify Buyer in writing, whether Seller shall undertake to cure such unacceptable exception(s). In the event Seller elects not to cure any unacceptable exception or is unable with the exercise of due diligence to satisfy said objection before the Closing Date, Buyer may, at its option, either (a) accept title subject to the objections raised by Buyer, without an adjustment of the Purchase Price, in which event each of said objections shall be deemed waived for all purposes and considered a Permitted Exception, or (b) terminate this Agreement. If Buyer shall terminate this Agreement, then (i) this Agreement shall be deemed to have terminated as of the date of Buyer's notice without need for any further action by either party, and (ii) neither Buyer nor Seller shall have any further obligations to one another hereunder, except for those which expressly survive termination of this Agreement.

7 Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Buyer, all of which are made as of the Effective Date and shall be true and correct in all material respects on and as of the Closing Date.

7.1 Enforceability: Authorization. This Agreement and the documents, affidavits, certificates and other instruments to be executed and delivered by Seller pursuant hereto are, or will be when executed and delivered by Seller, the legal, valid and binding obligations of Seller and enforceable against Seller in accordance with its terms. Seller has obtained all consents necessary for and possesses full authority and legal right to authorize Seller's entry into and performance of this Agreement, the documents, affidavits, certificates and other instruments to be executed and delivered by Seller pursuant hereto and/or the transactions contemplated hereby or thereby.

7.2 Ownership of the Property. Seller is the fee simple record and beneficial owner of the Property. No person or entity has an option, right of first refusal or other similar right to acquire all or any portion of the Property. Seller has performed all obligations under and is not in default in complying with the terms and provisions of any covenants, conditions, restrictions, rights-of-way or easements applicable to the Property.

7.3 No Conflicts. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Seller is a party.

7.4 Third Party Consents. All consents required from any governmental authority or third party in connection with the execution and delivery of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby have been made or obtained or shall have been made or obtained by the Closing Date.

7.5 Leases. The following leases exist on the Property: none.

7.6 Other Agreements. Seller is not a party to, nor does Seller have knowledge of, any agreements relating to the Property.

7.7 Condemnation, Violation of Laws, Etc. Excepting Town Code violations which have been noted but not yet cited, Seller has not received notice of, and, to Seller's knowledge, there are no existing violations of any federal, state, county or municipal laws, ordinances, orders, codes, regulations or requirements affecting all or any portion of the Property, including, without limitation, violations of housing, building, safety, health, environmental, fire or zoning ordinances, codes and regulations of the respective jurisdictions within which the Property is located or any certificate(s) of occupancy issued for the Property.

7.8 No Flood Hazard Area. To Seller's knowledge, no portion of the Property is located in an area designated by any governmental entity as a flood hazard area.

7.9 Hazardous Conditions.

7.9.1 During Seller's ownership of the Property there have been no, and there are no pending or, to Seller's knowledge, threatened: (A) claims, complaints, notices, or requests for information received by Seller with respect to any alleged violation of any Environmental Law with respect to the Property, or (B) claims, complaints, notices, or requests for information to Seller regarding potential or alleged liability under any Environmental Law with respect to the Property.

7.9.2 To Seller's knowledge, no conditions exist at, on, or under the Property that, with the passage of time or the giving of notice or both, would constitute a Hazardous Condition or give rise to liability under any Environmental Law.

7.9.3 Seller has not received notice of any violation of any orders, directives, requirements, permits, certificates, approvals, licenses, and other authorizations relating to Environmental Laws with respect to the Property.

- 7.9.4 To Seller's knowledge there are no aboveground tanks in excess of 275-gallon storage capacity or any underground storage tanks (collectively, "USTs") at the Property. Seller has not removed or abandoned any USTs at the Property and Seller has no knowledge of the existence, abandonment or removal of USTs at the Property.
- 7.9.5 To Seller's knowledge there are no polychlorinated biphenyls ("PCBs") or friable or damaged asbestos at the Property, and Seller has not removed (or required or requested the removal of) any PCBs or damaged or friable asbestos from the Property, and Seller has no knowledge of the previous existence of any PCBs or damaged or friable asbestos at the Property.

For purposes of this Agreement, the following terms shall have the meanings as indicated:

"Environmental Law" shall mean: (i) the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq., as amended); (ii) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq., as amended); (iii) the Emergency Planning and Community Right to Know Act (42 U.S.C. 11001 et seq., as amended); (iv) the Clean Air Act (42 U.S.C. 7401, et seq., as amended); (v) the Clean Water Act (33 U.S.C. 1251, et seq. as amended); (vi) the Toxic Substances Control Act (15 U.S.C. 2601 et seq., as amended); (vii) the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq., as amended); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq., as amended); (ix) the Safe Drinking Water Act (42 U.S.C. 300 et seq., as amended); any state, county, municipal or local statutes, laws or ordinances similar or analogous to the Buyer statutes listed in parts (i) -(ix) of this definition; (xi) any amendments to the statutes, laws or ordinances listed in parts (i) -(ix) of this definition, regardless of whether the same are in existence on the date hereof; (xii) any rules, regulations, guidelines, directives, orders or the like adopted pursuant to or to implement the statutes, laws, ordinances and amendments listed in parts (i) - (xi) of this definition; and (xiii) any other law, statute, ordinance, amendment, rule, regulation, guideline, directive, order or the like relating to environmental or other matters covered by the foregoing.

"Governmental Authorities" shall mean any board, bureau, commission, department or body of any municipal, township, county, Town, state or federal governmental or any subdivision thereof, having or acquiring jurisdiction over any of the Property or the ownership, management, operation, use or improvement thereof.

"Hazardous Conditions" shall mean the presence on, in or about the Property (including ground water) of Hazardous Materials, the concentration, condition, quantity, location or other characteristic of which fails to comply with applicable Environmental Laws.

"Hazardous Material" shall mean any chemical, substance, waste, material, equipment or fixture defined as or deemed hazardous, toxic, a pollutant, a contaminant, or otherwise regulated under any

Environmental Law, including but not limited to, petroleum and petroleum products, waste oil, halogenated and non-halogenated solvents, PCBs, asbestos and asbestos containing materials.

- 7.10 Litigation. No proceeding, suit or litigation relating to Seller or the Property or any part thereof is pending or, to Seller's knowledge, threatened in any court or other tribunal or before any Governmental Authority. Seller is not the subject of, nor has Seller received any written notice of or threat that it has or will become the subject of, any actions or proceedings under the United States Bankruptcy Code, 11 U.S.C. 101, et seq. ("Bankruptcy Code"), or under any other federal, state or local laws affecting the rights of debtors and/or creditors generally, whether voluntary or involuntary, and including, without limitation, proceedings to set aside or avoid any transfer of any interest in property or obligations, whether denominated as a fraudulent conveyance, preferential transfer or otherwise, or to recover the value thereof or to charge, encumber or impose a lien thereon.
- 7.11 FIRPTA. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), and the sale of the Property is not subject to the federal income tax withholding requirements of such section of the Code.
- 7.12 Mechanic's Liens. There are no claims for labor performed, materials furnished, or services rendered in connection with the development, construction, improvement, renovation or repair of the Property with respect to which liens may or could be filed against the Property, either pending or threatened.
- 7.13 Tax Matters. No federal or other taxing authority (each, a "Taxing Authority" and collectively, the "Taxing Authorities") has asserted in writing any tax deficiency, lien, interest or penalty against Seller or the Property that has not been paid, and there is no pending audit or inquiry from any Taxing Authority relating to Seller or the Property, and to Seller's knowledge, no event has occurred and no condition or circumstance exists which presents a material risk that any tax deficiency, lien, interest, penalty or other assessment will be imposed against Seller or the Property.
- 7.14 Re-Zoning. Seller is not a party to, nor does Seller have any actual knowledge of, any threatened proceeding for the rezoning of the Property or any portion thereof, or the taking of any other action by governmental authorities that would have an adverse or material impact on the value of the Property or use thereof.
- 7.15 Condemnation. Seller has not received any written notice advising it of any pending or threatened condemnation or other governmental taking proceedings affecting all or any part of the Property.
- 7.16 Except as otherwise provided herein Seller is making no warranties as to the condition of the property and the property is being sold "AS IS".

8 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that: (i) Buyer is a limited liability company authorized to transact business in the State of Maryland; (ii) this Agreement and the documents, affidavits, certificates and other instruments to be executed and delivered by Buyer pursuant hereto are, or will be when executed and delivered by Buyer, legally binding on, and enforceable against, Buyer in accordance with their respective terms except as the same may be limited by applicable bankruptcy, insolvency, reorganization, receivership and other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (whether applied by a court of law or equity); and (iii) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Buyer is a party.

9 Seller Covenants.

9.1 Inspection. Seller shall make available to Buyer during normal business hours prior to the Closing Date all information in Seller's possession or control concerning the Property.

9.2 Operation and Maintenance. Seller agrees that from the date of this Agreement to the Closing Date, Seller will, at its sole cost and expense: (i) maintain the Property in its current condition (ii) comply with and perform all material provisions and obligations to be complied with and/or performed by Seller; (iii) not mortgage or otherwise encumber all or any part of the Property; and (iv) maintain in full force and effect its current all-risk casualty insurance policy for the Property.

9.3 Contracts. Seller shall not enter into any Contracts of any kind with respect to the Property or any portion thereof.

9.4 Leases. Seller shall not enter into any leases or other occupancy agreements of any kind with respect to the Property or any portion thereof.

9.5 Correspondence. Promptly upon receipt, Seller shall provide Buyer with copies of any notices (including all written notices and summaries), and sales reports and correspondence received from neighboring property owners, any insurance company which carries insurance on the Property or Board of Fire Underwriters, from any Governmental Authorities or from any other person or entity with respect to the Property or any portion thereof.

9.6 Title and Encumbrances. Seller hereby agrees that, after the date of this Agreement, it shall not take any action affecting title to the Property or encumbering the Property (except for actions effectuating the release of liens or encumbrances in accordance with the terms of this Agreement) unless consented to by Buyer, which consent may be withheld in Buyer's sole and absolute discretion. In all events, Seller will cause to be removed, paid off, released and/or discharged at closing any mortgage, judgment, deed of trust, lien or other evidence of a monetary

charge against the Property and any lien or other encumbrance affecting title to the Property and arising subsequent to the Effective Date.

9.7 Real Estate Tax Assessments. Prior to the Closing Date, Seller shall not institute any proceeding or application for a reduction in the real estate tax assessment of the Real Property for any tax year without the prior written consent of Buyer, which consent may be withheld in Buyer's sole and absolute discretion.

9.8 Payment of Taxes. Seller shall pay all federal, state, county, local and foreign income, excise, real and personal property, sales and other taxes, if any, which first become due and payable prior to or on the Closing Date.

9.9 Claims. Seller hereby agrees to cooperate with Buyer in connection with the pursuit of any claims resulting from or based on an event that occurred prior to closing that are covered under the liability insurance policies for the Property that were in effect prior to closing to assist Buyer in filing a claim under such insurance policies, including, but not limited to executing any assignment of such policy or proceeds to Buyer. The obligations of Seller under this Section shall survive Closing for a period of three (3) years after Closing.

10 Conditions Precedent to Buyer's Obligation to Purchase. The obligation of Buyer to purchase the Property and to perform the other covenants and obligations to be performed by it on the Closing Date shall be subject to the following conditions precedent (which conditions precedent shall inure solely to the benefit of Buyer and no other person or entity, including, without limitation, Seller, shall have any right to waive or defer any of such conditions in whole or in part):

10.1 Seller shall have performed in all material respects its covenants and obligations required by this Agreement to be performed or complied with by it on or before the Closing Date.

10.2 All of Seller's representations and warranties in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date and Seller shall have executed and delivered to Buyer, upon written Request by Buyer, a certificate, dated as of the Closing Date, to the foregoing effect.

10.3 Delivery of possession of the Property to Buyer at Closing, which shall be in substantially the same condition it is in on the date of this Agreement, subject to casualty and/or condemnation and the provisions of this Agreement relating thereto. The improvements on the Property shall be in broom-clean condition at Closing.

10.4 Title to the Property on the Closing Date shall be in accordance with Section 6, above.

10.5 Buyer shall have a period of thirty (30) days, known as the "Feasibility Period," commencing

on the date on which an Ordinance authorizing the sale of the Property is introduced by the Mayor and Town Council and terminating at 5:00 p.m. Eastern Standard Time on the expiration of the Thirty (30) days after the introduction (the "Expiration Date"), within which to conduct any and all examinations, verifications and studies, including without limitation, environmental, engineering, surveying and economic feasibility studies of the Property which Buyer may, at Buyer's sole and absolute discretion, deem necessary. If Buyer notifies Seller in writing on or before the Expiration Date of the Feasibility Period that, as the result of the studies and/or tests conducted by Buyer, Buyer does not desire to purchase the Property, then this Agreement shall be deemed terminated, whereupon the parties hereto shall have no further obligations one to the other hereunder. Seller shall permit Buyer and Buyer's contractors, agents and employees to enter upon the Property at all times during the Feasibility Period for the purpose of conducting such studies and/or tests as Buyer shall deem appropriate. Seller shall provide to Buyer any and all information which Seller possesses also relating to the condition of the Property. Buyer shall indemnify and hold Seller harmless from and against any damages which Seller may incur as a result of Buyer's activities on the Property. Buyer shall undertake any such all examinations, verifications and studies, at Buyer's own risk.

- 11 Condemnation and Casualty. If prior to the Closing Date Seller receives written notice of any pending or threatened condemnation proceedings or actions or if there occurs any damage, destruction or casualty with respect to all or any portion of the Property, Seller shall promptly notify Buyer thereof in writing. In the event there occurs: (i) any actual or pending condemnation of any portion of the Property; or (ii) any casualty, Buyer shall have the right to terminate this Agreement by giving notice to Seller within thirty (30) days after receipt of Seller's notice advising Buyer of the occurrence of any casualty or condemnation. If: (i) Buyer fails to notify Seller of Buyer's election to terminate this Agreement within such 30-day period; or (ii) Buyer elects to proceed to closing and not terminate this Agreement, then Buyer shall proceed to closing, without adjustment of the Purchase Price, subject to such condemnation or casualty, in which event at closing, Seller shall, as applicable: (A) assign to Buyer any condemnation award or rights thereto paid or payable or otherwise accruing to Seller on account of such condemnation; or (B) assign to Buyer all of Seller's right, title and interest in and to the proceeds of any casualty insurance payable to Seller on account of such casualty and pay to Buyer an amount equal to any deductible or coinsurance applicable to the casualty insurance under such insurance policies. If Buyer timely elects to terminate this Agreement as aforesaid, neither Buyer nor Seller shall have any further rights or liability under this Agreement except for such rights and liabilities as expressly survive termination hereof.

12 Breach/Termination.

- 12.1 Breach by Seller. If Seller shall fail to perform its covenants or agreements hereunder and such failure shall continue for five (5) days after written notice from Buyer, or if any of Seller's representations and warranties set forth in this Agreement are not true and correct in all material respects on the date hereof or on the Closing Date, Buyer shall have the right, at its sole option, to:

12.1.1 terminate this Agreement with neither party having any further rights or obligations to the other under this Agreement except such rights and obligations as expressly survive termination of this Agreement; or

12.1.2 pursue any legal or equitable remedies to which Buyer may be entitled on account of the foregoing, including, without limitation, specific performance and recovery of actual third-party costs and expenses incurred by Buyer with respect to this Agreement, the Property and the Inspections, up to a maximum of Ten Thousand Dollars (\$10,000.00).

12.2 Breach by Buyer. If Buyer shall fail to perform any of the covenants or agreements to be performed by it hereunder and such failure shall continue for five (5) days after written notice from Seller (except there shall be no notice requirement for a failure to terminate this Agreement prior to the expiration of the Feasibility Period), or if any of Buyer's representations and warranties set forth herein shall not be true and correct in all material respects as of the date made or deemed made, Seller may terminate this Agreement and pursue any legal or equitable remedies to which Seller may be entitled on account of the foregoing.

12.3 Litigation Costs. In the event of any litigation between the parties with respect to this Agreement, including any action for specific performance that may be brought by Buyer as provided above, the prevailing party shall be entitled to recover reasonable attorney fees and expenses.

13 Brokers. Each party hereto represents and warrants to the other that it has dealt with no brokers or finders in connection with this transaction. Each of the parties hereto hereby represents and warrants that neither has authorized any real estate broker, agent or finder to act on its/their behalf in connection with the transaction contemplated by this Agreement, nor does it have any knowledge of any other broker, agent or finder purporting to act on its behalf in respect to this Agreement and the sale of the Property to be made pursuant hereto, and that the other party hereto shall have no liability to any broker for compensation, commission or otherwise. Each party agrees that it shall indemnify, defend and save the other harmless from and against any cost, expense, claim, loss, liability or damages, including reasonable attorneys' fees, and court costs, resulting from a breach of the foregoing representation and warranty by such party. The provisions of this Section shall survive Closing or termination of this Agreement.

14 Entire Agreement/Modification. This Agreement, including any exhibits attached hereto, and the Closing Documents contain the entire agreement between the parties relating to the conveyance of the Property, all prior negotiations between the parties are merged into this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them other than as set forth in this Agreement, including the exhibits attached hereto, and the Closing Documents. No change or modification of this Agreement or any of the Closing Documents shall be valid unless the same is in writing and signed by each of the parties hereto or thereto.

No waiver of any of the provisions of this Agreement or any of the Closing Documents executed or to be executed in connection herewith shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

15 Miscellaneous.

- 15.1 Binding. This Agreement shall be binding upon and inure to the benefit of and be enforceable by, the respective personal representatives, successors and permitted assigns of the parties hereto.
- 15.2 Governing Law. Venue. The provisions of this Agreement shall be governed by the laws of the State of Maryland, without regard to the conflicts of laws provisions thereof. Any suit involving any dispute or matter arising under this Agreement may only be brought the Circuit Court for Prince George's County, Maryland. All parties hereto consent to such jurisdiction.
- 15.3 Notices. Any notice, demand, consent/election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and delivered (i) personally, or (ii) sent by certified or registered mail, postage prepaid, return receipt requested, or (iii) by a nationally recognized overnight courier. A notice must be addressed to a party as indicated below. Any notice hereunder shall be deemed duly delivered (x) when delivered, with written receipt, if personally delivered or delivered by nationally recognized overnight courier, or (y) three (3) days after mailing, if mailed by certified mail, return receipt requested, postage prepaid. Any party may designate a change of address by written notice to the other in accordance with the provisions set forth above, which notice shall be given at least ten (10) days before such change of address is to become effective.

Seller's notice address:

Town of Riverdale Park
ATTN: John N. Lestitian, Town Manager
5008 Queensbury Road
Riverdale Park, Maryland 20737

With a copy to:

Frederick C. Sussman, Esquire
125 West Street, Fourth Floor
Annapolis, Maryland 21401

Buyer's notice address:

Werrlein Properties LLC
ATTN: Jonathan Werrlein
522 Defense Highway
Annapolis, Maryland 21401

15.4 Incorporation. Each and all of the exhibits and schedules attached hereto are hereby incorporated into this Agreement by reference.

15.5 Further Assurances. Seller agrees that it will, at any time and from time to time after the Closing Date, upon reasonable request of Buyer, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required for the assigning, transferring, granting, assuring and confirming to Buyer, or to its successors and assigns of, or for aiding and assisting in collecting and reducing to possession, any or all of the assets or property being transferred to Buyer pursuant to this Agreement; provided, however, that any instruments to be executed by Seller shall be in form and substance reasonably acceptable to Seller and in no event shall Seller be required to incur any liability or obligation in addition to that which it is obligated to incur under this Agreement. The provisions of this Section shall survive the closing of the transactions contemplated by this Agreement.

15.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; provided, however, in no event shall this Agreement be effective unless and until signed by all parties hereto. Fax or email copies of this Agreement shall be sufficient for all purposes.

16 Risk of Loss. Risk of loss or damage from fire or other casualty until Closing is assumed by Seller.

17 Rules of Construction. Section captions used in this Agreement are for convenience only and shall not affect the construction of the Agreement. All references to "Sections", without reference to a document other than this Agreement are intended to designate articles and sections of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, unless specifically designated otherwise. The use of the term "including" shall mean in all cases "including but not limited to," unless specifically designated otherwise. No rules of construction against the drafter of this Agreement shall apply in any interpretation or enforcement of this Agreement, any documents or certificates executed pursuant hereto, or any provisions of any of the foregoing.

18 Computation of Time. In computing any period of time pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday or legal holiday in Maryland, in which event the period runs until the end of the next day which is not a Saturday, Sunday or such legal holiday.

19 Time of the Essence. Time shall be of the essence under this Agreement.

20 No Third-Party Beneficiaries. None of the rights or obligations provided hereunder shall inure to the benefit of any third party.

21 Waiver of Trial by Jury. THE PARTIES HERETO HEREBY AGREE TO WAIVE ANY RIGHTS THEY MIGHT OTHERWISE HAVE TO A TRIAL BY JURY UNDER ANY PROVISION OF ANY APPLICABLE LAW.

22 Any approvals required under the provisions of this Agreement by Town shall be as duly authorized by the Mayor and Council as its duly constituted legislative body.

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

WITNESS:

SELLER:

Town of Riverdale Park
A Maryland Municipal Corporation

Name:

By: _____
John N. Lestitian, Town Manager

WITNESS:

BUYER:

Werrlein Properties LLC

Name:

By: _____
Jonathan Werrlein

Exhibit A

[DEED: PLEASE SEE ATTACHED DOCUMENT]

Exhibit B

Development Plan:

Buyer agrees to improve 4603 East West Highway as follows:

1. Expend approximately FOUR-HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$450,000.00), which includes the acquisition cost of the Property, for architectural, engineering, permitting, impact fees, and all other costs and expenses for construction of a single-family residential dwelling of approximately two thousand square feet (2,000), and related site improvements as follows:
 - a. A wood framed structure consisting of fiber cement exterior siding and the following components:
 - i. At least four bedrooms; and
 - ii. At least three and a half bathrooms; and
 - iii. Containing amenities including but not limited to:
 1. Central energy efficient HVAC; and
 2. Solid surface countertops; and
 3. Upgraded energy efficient appliances; and
 4. Professional landscaping; and
 - b. Includes a garage; and
 - c. Provides a driveway area that allows for a mid-sized sedan to be turned around on-site; and
 - d. Provides for a 5' wide sidewalk extending across the entire frontage of the Property along East West Highway; and
 - e. Provides improvements for privacy purposes in the form of a fence or similar accessory structure in or on the unimproved land near the western edge of the property boundary line.
2. Plans and specifications for the single-family residential structure and site improvements are subject to prior approval of Seller, which approval shall not be withheld, delayed or conditioned unreasonably. Buyer shall provide such plans and specifications to Seller before Buyer makes application for grading permits and building permits (from both Prince George's County and Seller) for the work.
3. Complete satisfactorily all of the above improvements, and obtain necessary permits from Prince George's County and Seller, along with a County certificate of a use and occupancy, allowing residential occupancy of the dwelling, within two-hundred ten (210) days following the date of Closing on Buyer's purchase of the Property from Seller; and
4. All work is funded with no finance contingency; and

5. All improvements shall be made in accordance with all State, County, and Local laws and relevant regulations.

Buyer further agrees that in the event the Buyer fails to complete the Development Plan as stipulated above, the Buyer shall pay to the Seller, as liquidated damages and not as a penalty, the amount of TEN-THOUSAND DOLLARS AND 00/100 each month beyond the two-hundred ten (210) days that the Development Plan is not completed unless the Seller agrees to an extension, which shall not unreasonably be withheld. Any required payment due the Seller that is unpaid for more than thirty (30) days after written demand shall become a lien on the Property.

Application to the Town for the Competitive Negotiated Sale of the Property

(See attached Application)

36731 134

3

Crown Title Corporation
Property: 4603 East West Highway, Riverdale, MD 20737
Tax ID: 19-2149334
File No: 86424-14SS
Prism:N01400419

Clerk of the
Circuit Court

2015 FEB 27 PM 12: 20

PR GEO CO MD #89

Transferor claims exemption from the tax withholding requirements of Section 10-912 of Maryland's Tax General Article because this is a transfer of property acquired by the grantor in a foreclosure action and conveyed herein to a third party as pursuant to Section 10-912 (D) (3). *

This Deed, made this 28th day of JANUARY, 2015, by and between
HSBC Bank USA, National Association, as trustee for benefit of the holders of the Citigroup
Mortgage Loan Trust Inc., Asset-Backed Pass-Through Certificates, Series 2007 SHL1,
GRANTOR, and Town of Riverdale Park, a Maryland municipal corporation GRANTEE.

- Witnesseth -

That in consideration of the sum of FORTY-NINE THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$49,900.00), which includes the amount of any outstanding Mortgage Deed of Trust, if any, the receipt whereof is hereby acknowledged, the said Grantor does grant and convey to the said Town of Riverdale Park, its successors and/or assigns, in fee simple, all that lot of ground situate in the County of Prince George's, State of Maryland, and described as follows, that is to say:

Lot numbered seven and the west one-half of lot numbered eight (8), in Block numbered thirty four (34) in the subdivision known as "Riverdale Park", as per plat thereof recorded in Plat Book JWB 5 at Plat 688, re-recorded in Plat Book A at Plat 39, among the Land Records of Prince George's County, Maryland.

Saving and excepting 2,031⁴ square feet conveyed to the State Roads Commission of Maryland by Deed dated August 16, 1966 recorded in Liber 3410 at Folio 440.

(ADDRESS REFERENCE IS FOR INFORMATIONAL PURPOSES ONLY)

The improvements thereon being known as 4603 East West Highway, Riverdale, MD 20737.

BEING all and the same lot of ground which by Substitute Trustees Deed dated January 12, 2010 intended to be recorded among the Land Records of Prince George's County, Maryland and to be granted and conveyed from John E. Driscoll, Esquire et al., Substitute Trustees unto HSBC Bank USA, National Association, as trustee for benefit of the holders of the Citigroup Mortgage Loan Trust Inc., Asset-Backed Pass-Through Certificates, Series 2007 SHL1.

BEING all and the same lot of ground which by Deed dated October 17, 1995, and recorded October 1995 among the Land Records of Prince George's County, Maryland, in Liber 10413, Folio 404, granted and conveyed by Daniel S. Duvall, Jr. and Carrie D. Duvall unto Daniel Duvall, Jr., sole

Tax Account No. 19-2149334

And under penalties of perjury, transferor claims exemption from the tax withholding requirements of Section 10-912 of Maryland's Tax General Article because this is a transfer of property acquired by the grantor in a foreclosure action and conveyed herein to a third party as pursuant to Section 10-912 (D) (3).

See Power of Attorney dated 09-22-2010 intended to be recorded immediately prior hereto among the aforesaid Land Records appointing Regions Bank.

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

INP FD SURE 40.00
RECORDING FEES 20.00
TOTAL 60.00
Rest PG06 Rcpt # 80538
AN Blk # 6135
Feb 27, 2015 12:19 PM
PRINCE GEORGE'S COUNTY GOVT.
RECEIPT DATE 02/25/2015
ACCOUNT # 2149334
REVIEWER ID 007
RECEIPT # 53
PG DEED TAX .00
DEED TAX .00
TRUST #1 .00
TRUST #1 .00
TRUST #2 .00
TRUST #2 .00
MD TRUST #3 .00
PG TRUST #3 .00
TRUST #4 .00
TRUST #4 .00
AGRI TAX .00
TOTAL .00

*EXEMPT FROM RECORDATION AND TRANSFER TAXES, GRANTEE IS A MUNICIPALITY OF THE STATE OF MARYLAND.

RETURN TO:
BAY TITLE COMPANY
P.O. Box 2289
125 West Street, 4th Floor
Annapolis, Maryland 21404-2289
9967.49

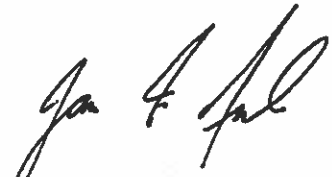
CERTIFICATE OF PUBLICATION

STATE OF : MARYLAND

COUNTY OF: Prince George's County

This is to certify that the annexed legal advertisement has been published in the publications and insertions listed below. "Town of Riverdale Ordinance 2019-OR-04..." was published in the:

The Enquirer-Gazette 04/04/19



James F. Normandin
President & Publisher

**TOWN OF RIVERDALE PARK
FAIR SUMMARY OF
ORDINANCE 2019-OR-04**

This is to give notice that the Riverdale Park Town Council has introduced and intends to take action on Ordinance 2019-OR-04.

Ordinance 2019-OR-04 would approve a certain Purchase Agreement with Werrlein Properties, LLC, for the sale of certain property at 4603 East-West Highway in the Town of Riverdale Park; determine that such property as described in the Purchase Agreement is not needed for public use and authorize the conveyance of such property pursuant to such Purchase Agreement; and all matters generally related to the disposition of certain Town-owned property.

Ordinance 2019-OR-04 is available for inspection by the public at Town Hall during normal business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday.

RIVERDALE PARK TOWN COUNCIL

By: Jessica Barnes, Town Clerk
2842382 EQ (4-4)



Town of Riverdale Park, Maryland

Department of Public Works

TO: Paul Smith, Acting Town Manager

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

Cc: Leadership Team

DATE: April 25, 2019

RE: Request for Additional Stop Signs at Riverdale Park Station

Action Requested:

Staff requests that at the May 6th Legislative Session, the Mayor and Council direct the Acting Town Manager to send a letter conveying the Town's response to the request from Calvert Tract LLC to install seven new stop signs in Riverdale Park Station, at locations on Woodberry Road, Rhode Island Avenue, and 47th Street.

Overview:

Calvert Track LLC, the Riverdale Park Station developer, is requesting that stop signs be installed in seven new locations to discourage cut through traffic from River Road and Kenilworth Avenue to US Route 1, primarily, and to better manage traffic flow. (See attached map.) The request is being made on behalf of the Homeowner's Association (HOA), and the developer has stated a willingness to install the stop signs at the locations recommended by the HOA, with approval from the Town.

Narrow streets provide a safer environment for pedestrian traffic and existing parking and bike lanes along most roadways in the development help calm vehicular traffic. Yet neither addresses the concerns residents have about cut through traffic. The location of Riverdale Park Station between two heavily traveled roadways, Route 1 and River Road, has seemingly created an attractive shortcut for motorists, especially along Woodberry Street. Currently, Woodberry Street lacks any intersection controls excepted at 47th Street, east of which is the playground and stormwater facility. Woodberry Street is predominately residential on the north side and commercial on the south side, between 45th and 47th Streets. It is commercial between 45th Street and Route 1.

Currently, stop signs provide intersection control along Van Buren Street, a scenic east-west boulevard through the development, and the side streets that intersect it. New stop signs will

Town Hall • 5008 Queensbury Road • Riverdale Park • Maryland 20737

www.RiverdaleParkMD.gov

Telephone - 301.927.6381

provide intersection control at Woodberry and 46th and Rhode Island Avenue, Rhode Island Avenue and Van Buren Street, and Van Buren Street and 47th Street, totaling seven new stop signs.

It should be noted that there are no stop signs where the Hiker-Biker trail intersects with Woodberry Street and none are currently proposed. Stop signs proposed on Woodberry Street would allow trail traffic to flow freely across Woodberry Street. Stop signs should be considered for the trail at this intersection to stop all traffic for pedestrian safety.

Staff reviewed pertinent sections of the Maryland Manual on Uniform Traffic Control Devices, which comprises the “national standard for all traffic control devices installed on any street, highway, bikeway, or private road open to public travel”. The Manual establishes conditions that should be met before installing stop signs, including thresholds for traffic volumes (considering all modes), crash data, site distances, and the geometry of intersections. Absent input from a traffic engineer on the criteria that can be met at the intersections where the stop signs are proposed, the staff is unable to recommend to the Council that it approve or deny the request. Nevertheless, the Council can elect to approve the request for the purpose stated and direct the Acting Town Manager to send a letter of approval to Calvert Track LLC.

Attachment

c. file

RIVERDALE PARK STATION





Town of Riverdale Park, Maryland

Office of Development Services

TO: Paul Smith, Acting Town Manager

CC: Staff Leadership Team

FROM: Kevin Simpson, Development Services Director

DATE: April 26, 2019

RE: Neighborhood Public Art Initiative: Traffic Control Box Art Wraps

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 Neighborhood Public Art Initiative.

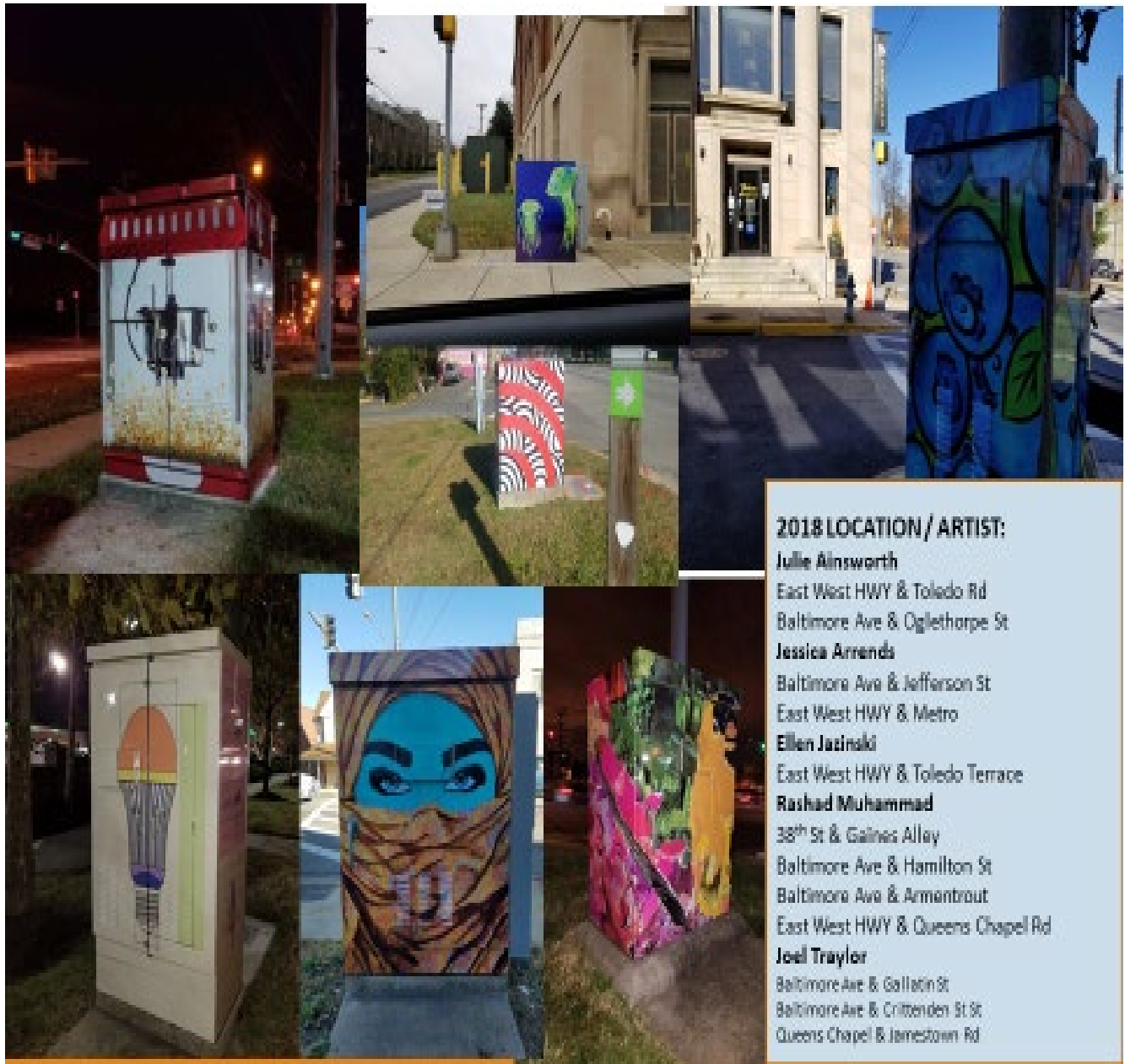
Overview:

In keeping with the 2019 Calendar Year Staff Goals, staff is pursuing opportunities to install art in certain spaces in Town to assist in placemaking and community development. One of the opportunities include installing durable, vinyl-coated artwork on traffic control boxes in select areas of Town.

This project will be coordinated with Hyattsville CDC and the fee range is between \$2,000 - \$2,500 per traffic control box wrap. This project is sufficiently funded in the Town's operating budget and the goal is to expend funds within this fiscal year (FY2019) to complete the project by June 30, 2019. Depending on the outcome of the project, staff may consider installing more traffic control box wraps in FY2020.

Staff will be available to answer questions from the Mayor and Council during the April 29th Work Session.

Attachment:
Sample Photos of Art Wraps



2018 LOCATION/ ARTIST:

Julie Ainsworth

East West HWY & Toledo Rd

Baltimore Ave & Oglethorpe St

Jessica Arrends

Baltimore Ave & Jefferson St

East West HWY & Metro

Ellen Jazinski

East West HWY & Toledo Terrace

Rashad Muhammad

38th St & Gaines Alley

Baltimore Ave & Hamilton St

Baltimore Ave & Armentrout

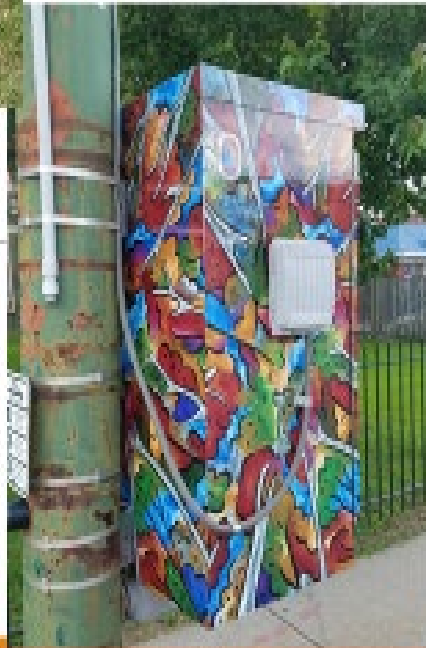
East West HWY & Queens Chapel Rd

Joel Traylor

Baltimore Ave & Gallatin St

Baltimore Ave & Crittenden St St

Queens Chapel & Jamestown Rd



2016 LOCATION / ARTIST:

Harper Carter Matsuyama

Adelphi Rd & Ballerast Dr

Erick Satchell

Iverson St & 23rd Pl

Marlboro Pike & Gladiol Ave

Sheriff Rd & William Pace Elementary

Marlboro Pike & Benning Rd

Sheriff Rd & Village Green Dr

Michelle Puhl Price

Marlboro Pike & Benning Rd

Joel Traylor

Adelphi Rd & Toledo Terrace

Iverson St & 28th Ave

Sheriff Rd & Belle Haven Dr

Marlboro Pike & Larchmont Ave

Sheriff Rd & Harvey Dr



Town of Riverdale Park, Maryland

Office of Development Services

TO: Paul Smith, Acting Town Manager

CC: Staff Leadership Team

FROM: Kevin Simpson, Development Services Director

DATE: April 26, 2019

RE: Prince George's County DPW&T Bus Route 14

Action Requested:

No formal action is requested. Staff seek an opportunity to provide the Mayor and Council with information regarding proposed changes to Bus Route 14 in Town by the Prince George's County Department of Public Works and Transportation (DPW&T).

Overview:

At the March 25th Work Session, officials from County DPW&T conducted a presentation to the Mayor and Council on proposed changes to Bus Route 14, of the County's *TheBus*. The changes by the County would fall under a pilot program that involves eliminating a total of nine (9) bus stops in Town at the following locations:

1. Lafayette Avenue at Queensbury Road (2 paired stops)
2. Queensbury Road at 46th Avenue
3. Queensbury Road at E. Beale Circle
4. Queensbury Road at Rhode Island Avenue (2 paired stops)
5. Riverdale Road at 48th Avenue (2 paired stops)
6. Riverdale Road at 49th Avenue

According to DPW&T, the goal is to bypass the CSX railroad track near the Riverdale MARC Station to improve on-time performance in Town and other parts of the County. Once the pilot program ends in October, DPW&T will assess on-time performance of the changes to Bus Route 14 and decide on whether the changes will remain permanent.

During the March 25th Work Session, the Town Council mentioned the prospect of an alternate route, which involves buses traveling in the Riverdale Park Station development in order to bypass the CSX railroad. Since the work session, staff contacted DPW&T and was informed that the alternate route is not feasible because the roadways in that area are too narrow for the buses to travel.

Furthermore, DPW&T informed staff that the changes to Bus Route 14 will take place April 29th, and public outreach has been conducted to alert the riders of this change.

Staff will be available to answer questions from the Mayor and Council during the April 29th Work Session.

Attachments:

DPW&T Power Point Presentation from March 25th Work Session

DPW&T Bus Route 14 Public Notices (English and Spanish)

Department of Public Works and Transportation

TheBus Route 14 PRINCE GEORGE'S PLAZA METRORAIL
STATION-COLLEGE PARK METRORAIL STATION

PUBLIC INFORMATION BRIEFING
Town of Riverdale Park



Angela D. Alsobrooks
County Executive



Terry L. Bellamy
Director

***TheBus* Route 14 PRINCE GEORGE'S PLAZA METRORAIL STATION-COLLEGE PARK METRORAIL STATION**



WELCOME

Prince George's County DPW&T-Division of Transit would like to thank the
Mayor Thompson, Town Council, Town Manager, and Mr. Kevin Simpson for their support of
TheBus services.

TheBus Route 14 PRINCE GEORGE'S PLAZA METRORAIL STATION-COLLEGE PARK METRORAIL STATION

The purpose of this briefing is to:

- ✓ Provide an overview of the **route performance** on *TheBus* Route 14
- ✓ Outline **proposed service changes** in the Town of Riverdale Park
- ✓ List **potential impacts** to the community
- ✓ **Gather feedback** from Town Council and concerned residents



***TheBus* Route 14 PRINCE GEORGE'S PLAZA METRORAIL STATION-COLLEGE PARK METRORAIL STATION**

Background

- ***Prince George's County –TheBus*** - consist of 28 bus lines that connects to all 15 Metrorail Stations
- The Route 14 serves communities of Riverdale Park, College Park, and Prince George's Plaza
- Service Span during Peak Hours are between 5:25p.m. to 8:17p.m, with 2 vehicles on the route (Monday-Friday), no weekend service.
- Buses arrive every 45 minutes
- 9th highest bus line in the system (under 2,000 riders per week)

TheBus Route 14 PRINCE GEORGE'S PLAZA METRORAIL STATION-COLLEGE PARK METRORAIL STATION

TheBus Route 14 Characteristics

- On-time performance **does not exceed 65%** which ranks as the second lowest schedule adherence out of 28 bus lines

Why?

- Buses going to College Park and Prince George's Plaza must wait for commuter and freight trains at railroad crossing

| Direction: To College Park Station | | | |
|------------------------------------|-----------------------|---------|------|
| Timepoint Stop | Percent of Timepoints | | |
| | Early | On Time | Late |
| PG Plaza Station Bus Bay H | 41% | 42% | 16% |
| Lafayette Ave at Queensbury Rd | 0% | 37% | 63% |
| Riverdale Rd at 57th Ave | 0% | 40% | 60% |
| Auburn Ave at Riverdale Rd | 0% | 37% | 63% |
| River Rd at Rivertech Ct | 0% | 39% | 60% |
| Totals: | 9% | 39% | 52% |

** Data from October 2018

| Direction: To Prince George's Plaza | | | |
|-------------------------------------|-----------------------|---------|------|
| Timepoint Stop | Percent of Timepoints | | |
| | Early | On Time | Late |
| College Park Station | 4% | 62% | 33% |
| River Rd at Rivertech Ct | 0% | 64% | 35% |
| Auburn Ave at Riverdale Rd | 2% | 66% | 32% |
| Riverdale Rd at 57th Ave | 1% | 61% | 39% |
| Lafayette Ave at Queensbury Rd | 6% | 62% | 32% |
| Belcrest Rd at PG Plaza Entrance | 0% | 42% | 57% |
| Totals: | 2% | 59% | 38% |

**TheBus Route 14 PRINCE GEORGE'S PLAZA METRORAIL STATION-COLLEGE PARK
METRORAIL STATION**

***Snapshot of Daily Experience for Riders
At Lafayette Avenue at Queensbury***

AM Peak Period to College Park Metro:

- Scheduled Pick Up: 8:37 am / Actual Pick Up: **8:54 am**(1/23/2019) – **17 mins late!**
- Scheduled Pick Up: 8:37 am / Actual Pick Up: **9:08 am** (2/1/2019) – **31 mins late!**

Midday to College Park Metro

- Scheduled Pick Up: 10:07 am / Actual Pick Up Time: **10:30 am (1/21/2019)** – **23 mins late!**

PM Peak Period to College Park Metro:

- Scheduled Pick Up: 5:37 pm / Actual Pick Up: **5:56 pm** (2/4/2019)– **19 mins late!**
- Scheduled Pick Up: 7:06 pm / Actual Pick Up: **7:31 pm** (2/5/2019) -**25 mins late!**

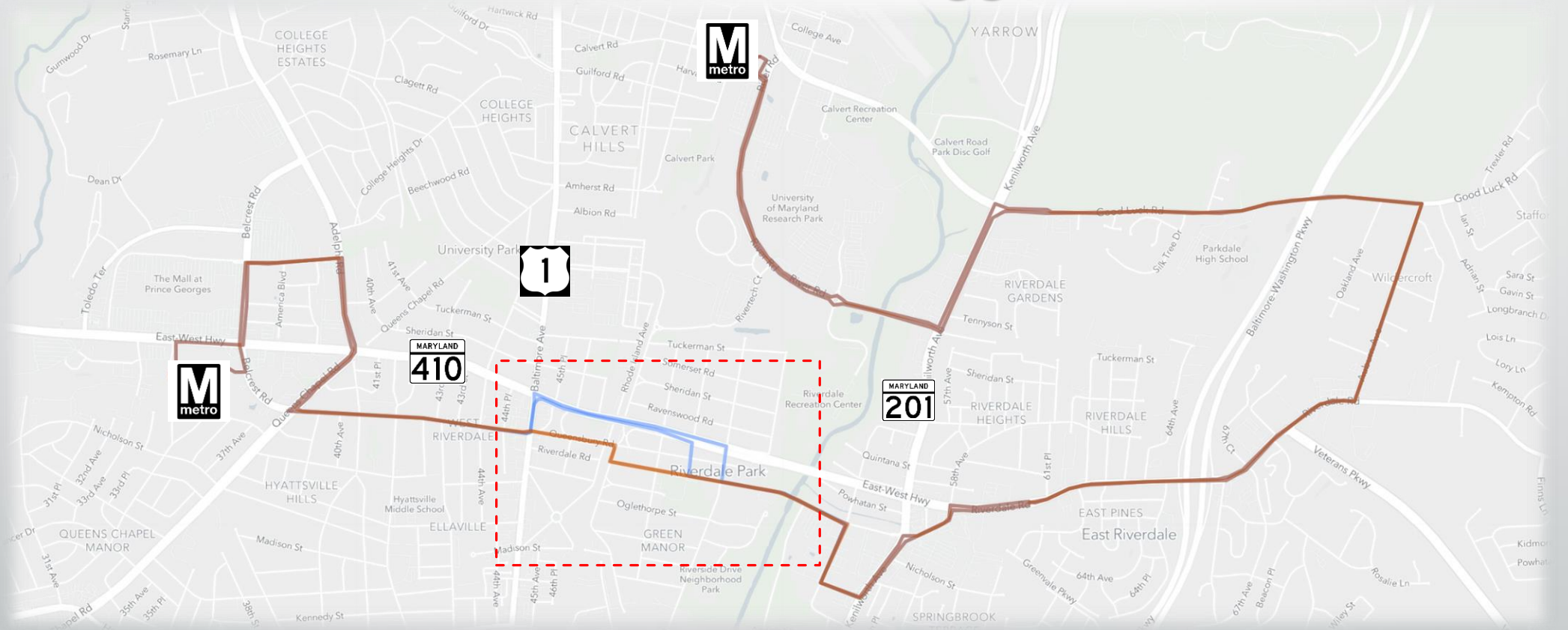
TheBus Route 14 Options

1. Keep current schedule in effect / No changes
 - Continues status quo of delayed service for town residents
2. Adjust schedule to match actual travel time
 - Every 45 minutes to every 50 to 55 minutes
3. Route path change (low impact to route)

TheBus Route 14

PRINCE GEORGE'S PLAZA METRORAIL STATION-COLLEGE PARK METRORAIL STATION

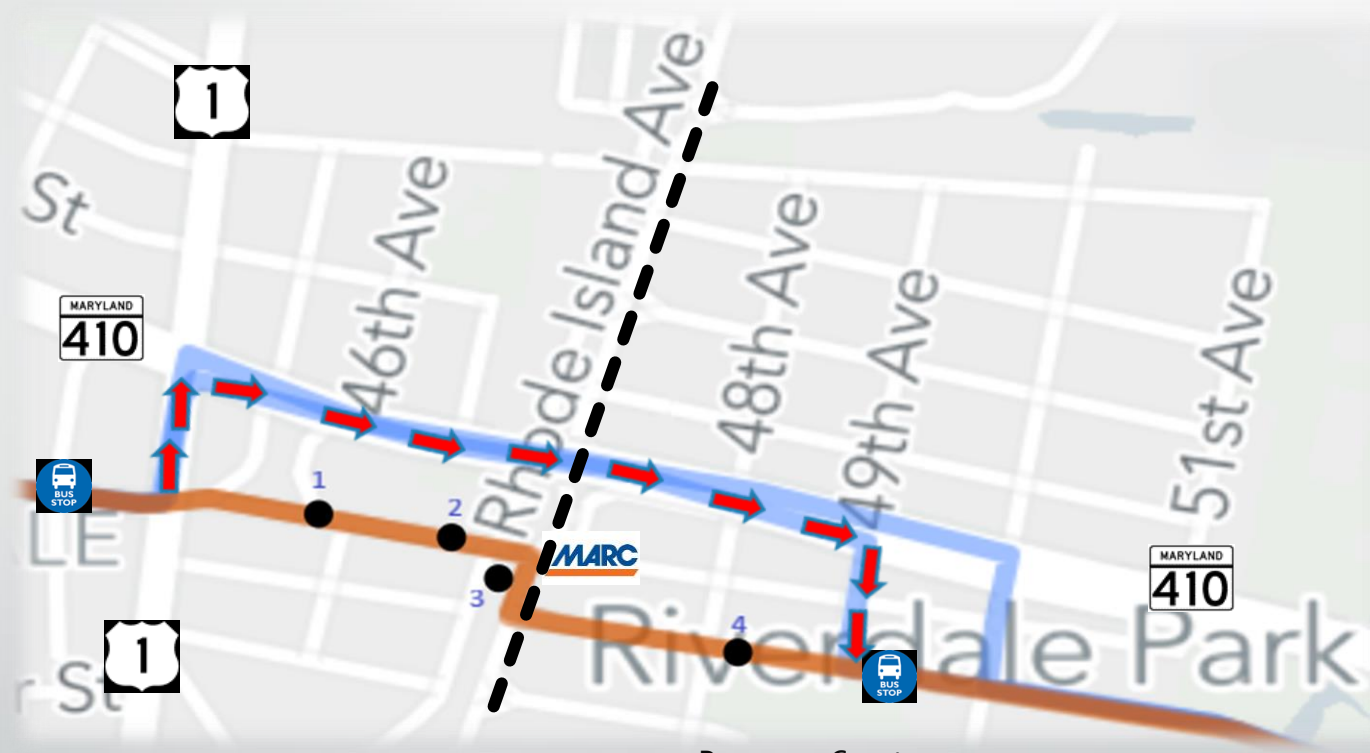
New Route Path Suggestion



There will be nine (9) stops that are skipped due to the changed path. Four (4) stops will be in the direction to College Park Station and five (5) will be in the direction to Prince George's Plaza. We used data from October 17, 2018 to show the daily impact it will have on the route.

TheBus Route 14

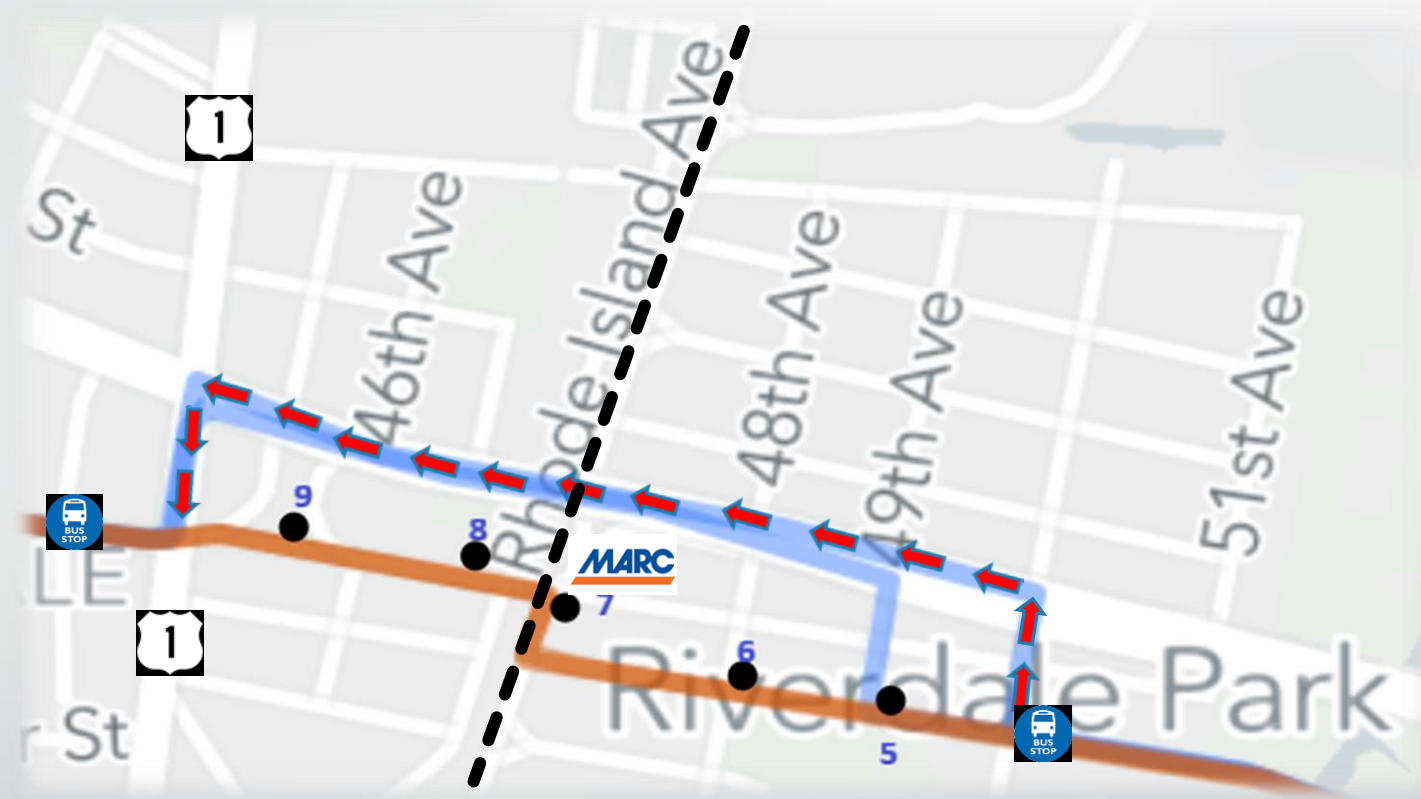
Direction: COLLEGE PARK METRO



| Stop | | Passenger Counts | | Closest Stop | Distance |
|---------|-----------------------------------|------------------|-------------|--------------------------------|------------|
| | | Boardings | Deboardings | | |
| 1 | Queensbury Rd at 46th Ave | 0 | 0 | Queensbury Rd at Baltimore Ave | 2 blocks |
| 2 | Queensbury Rd at Rhode Island Ave | 1 | 0 | Queensbury Rd at Baltimore Ave | 3 blocks |
| 3 | Lafayette Ave at Queensbury Rd | 3 | 3 | Riverdale Rd at 49th Ave | 3.5 blocks |
| 4 | Riverdale Rd at 48th Ave | 0 | 0 | Riverdale Rd at 49th Ave | 2 blocks |
| Totals: | | 4 | 3 | | |

TheBus Route 14

Direction: PRINCE GEORGE'S PLAZA METRO



Passenger Counts

| Stop | | Boardings | Deboardings | Closest Stop | Distance |
|---------|-----------------------------------|-----------|-------------|--------------------------------|------------|
| 5 | Riverdale Rd at 49th Ave | 1 | 1 | Riverdale Rd at Taylor Rd | 2 blocks |
| 6 | Riverdale Rd at 48th Ave | 1 | 0 | Riverdale Rd at Taylor Rd | 4 blocks |
| 7 | Lafayette Ave at Queensbury Rd | 0 | 0 | Baltimore Ave at Queensbury Rd | 3.5 blocks |
| 8 | Queensbury Rd at Rhode Island Ave | 4 | 5 | Baltimore Ave at Queensbury Rd | 4 blocks |
| 9 | Queensbury Rd at E Beale Cir | 0 | 1 | Baltimore Ave at Queensbury Rd | 2 blocks |
| Totals: | | 6 | 7 | | |

***TheBus* Route 14 PRINCE GEORGE'S PLAZA METRORAIL STATION-COLLEGE PARK
METRORAIL STATION**

DPW&T Proposed Next Steps

- Post Public Notices at Impacted Bus Stops for Feedback by March 28, 2019
- Post Materials at Town Hall, if desired
- Encourage Town Council or Staff to Distribute Information to Residents
- Implement Revised Path as a pilot by April 29, 2019
- DPW&T will monitor on-time performance on a weekly basis
- DPW&T will report back to the Town Council by October 2019

Presenter Information

Anthony Foster
Chief of Transit Planning

Office of Transportation

Prince George's County Department of Public Works & Transportation (DPW&T)

9400 Peppercorn Place, Suite 320

Largo, Maryland 20774

E-mail: acfoster@co.pg.md.us

Phone: 301-883-5677

Fax: 301-925-1224

TDD: 301-985-3894

Questions





ROUTE 14 RIDER ALERT

STARTING ON MONDAY, APRIL 29, 2019, THE ROUTE 14 WILL SKIP

THE RIVERDALE PARK MARC STATION

A PARTIR DEL LUNES 29 DE ABRIL DE 2019,

*RUTA 14 DE THEBUS YA NO ATENDERÁ RIVERDALE PARK MARC
ESTACIÓN*

**Please use the nearest bus stops on Queensbury at U.S. Route 1 by Rite-Aid or
on Riverdale Road at Taylor Road.**

*Use la parada de autobús ubicada en Queensbury Rd y Baltimore Ave (RUTA 1 DE EE.
UU.) o use la parada de autobús ubicada en Riverdale Rd y Taylor Ave.*

**For comments and questions, please contact Customer Service at
301-324-2877**

***Si tiene algún comentario o duda, comuníquese con el Servicio de Atención al
Cliente llamando al 301-324-2877***



**Angela Alsobrooks
County Executive**



**Terry Bellamy
Director**



PUBLIC NOTICE / AVISO PÚBLICO

ROUTE 14

Effective Monday, April 29, 2019,
***TheBus* Route 14, will no longer serve this stop.**
Please use the bus stop located on
Riverdale Rd and Taylor Road.

A partir del lunes 29 de abril de 2019,
la Ruta 14 de *TheBus* ya no atenderá en esta parada. Use la parada de
autobús ubicada en Riverdale Rd y Taylor Road.



Angela Alsobrooks
County Executive

Terry L. Bellamy

Prince George's County
Department of Public Works and Transportation



Terry Bellamy
Director



PUBLIC NOTICE /AVISO PÚBLICO

ROUTE 14

Effective Monday, April 29, 2019,
***TheBus* Route 14, will no longer serve this stop.**
Please use the bus stop located on
Queensbury Rd and Baltimore Ave (U.S. RTE. 1)

A partir del lunes 29 de abril de 2019,
la Ruta 14 de *TheBus* ya no atenderá en esta parada. Use la
parada de autobús ubicada en Queensbury Rd y Baltimore Ave
(RUTA. 1 de EE. UU.)



Angela Alsobrooks
County Executive

Terry L. Bellamy

Prince George's County
Department of Public Works and Transportation



Terry Bellamy
Director



Town of Riverdale Park, Maryland

Office of Development Services

TO: Paul Smith, Acting Town Manager

FROM: Kevin Simpson, Development Services Director

CC: Staff Leadership Team

DATE: April 26, 2019

RE: Town Center Clock Restoration Project

Action Requested:

No action is required at this time.

Background:

In 1995, a group of Town residents, businesses and the Town, worked together to acquire and install the Town Center Clock (TCC). The Town Center, the location of the weekly Farmer's Market and the annual Festival of Lights, is more than a collection of buildings, it is a gathering place that is a vital aspect of why "We love ❤️ Town Life!" The Town has provided maintenance for the TCC over the last 24-years. While the exterior of the TCC is in relatively good condition, the internal mechanisms and clock face covers need to be replaced.

Plan and Timeline:

Staff has initiated the process to have the internal mechanisms and clock face covers replaced prior to the June 15, 2019, Riverdale Park Day – Count Down to the Centennial! As part of the kick-off event this June, staff recommend a rededication of the TCC.

TCC Plaza:

In the spirit of the original effort to have a Town Center Clock in the summer of 2019, the Town will work in partnership with our businesses and residents to improve the TCC Plaza. Staff is currently finalizing the logistics for a buy-a-brick fundraiser. This endeavor is about much more than bricks or funding; this effort is about placemaking and ownership. Staff envisions that by the end of summer, the plaza area around the TCC will be restored and will serve as another reason to gather and to celebrate the Town Center.

Budget:

The FY2019 Operating Budget for Development Services contains a line-item for Marketing and Promotions. The restoration and celebration of the TCC as a placemaking effort is an eligible expense. The estimated cost for the work on the TCC is thirteen thousand, seven hundred dollars

(\$13,700), and sufficient funds are available. Likewise, sufficient funds are included in the FY2020 Proposed Budget to assist with the cost of restoring the TCC Plaza area.

Staff will be available to address any questions from the Mayor and Council at the April 29th Work Session.



Town of Riverdale Park, Maryland

Town Administration

TO: Paul Smith, Acting Town Manager

FROM: Jessica Barnes, Town Clerk

Cc: Leadership Team

DATE: April 25, 2019

RE: Request for Letter of Support for Food Truck Hub at Town Center Market

Action Requested:

Staff seeks authorization to send a letter of support to the Prince George's County Department of Permitting, Inspections, and Enforcement for a Food Truck Hub located at Town Center Market.

Background:

A request was recently made for a letter of support for a Food Truck Hub located at Town Center Market.

Town Center Market is in the process of applying for a new 60-day Food Truck Hub License from Prince George's County. The Department of Permitting, Inspections, and Enforcement (DPIE) has requested an updated letter from the Town of Riverdale Park. In 2018, the Town sent a letter of support for a Food Truck Hub located at Town Center Market.

Staff seeks direction regarding whether the Town is supportive of a Food Truck Hub located at Town Center Market (during calendar year 2019).

Attachment:

2018 Letter of Support



Town of Riverdale Park, Maryland

Town Administration

February 6, 2018

Prince George's County
Department of Permitting, Inspections and Enforcement
Permitting & Licensing Division
Business Licensing Center
9400 Peppercorn Place, 1st Floor
Largo, Maryland 20774

To Whom It May Concern:

On February 5, 2018 the Town of Riverdale Park Mayor and Council voted to support Jim Spiropoulos' application for a food truck HUB located at Town Center Market during calendar year 2018.

If you need any additional information, please contact Jessica Barnes, Town Clerk, at jbarnes@RiverdaleParkMD.gov.

Sincerely,

John N. Lestitian
Town Manager



Town of Riverdale Park, Maryland

Office of Development Services

TO: Paul Smith, Acting Town Manager

FROM: Kevin Simpson, Development Services Director

CC: Staff Leadership Team

DATE: April 26, 2019

RE: DSP-17007 College Park Metro Apartments, 7201 River Road, College Park, Maryland 20783

Action Requested:

No formal action is requested. Staff seek an opportunity to provide the Mayor and Council with information regarding a proposed project at the above location in College Park, near the Town.

Background:

The Town received notice that from Rodgers Consulting, Inc. that a detailed site plan (DSP) had been filed for review with the Maryland-National Capital Park and Planning Commission (M-NCPPC) at the above location to construct 451 multifamily dwelling units and 5,000 square feet for retail uses. The purpose of the review was to establish infrastructure to support the development and examine the architecture and zoning requirements for the project.

The EPlan referral for DSP-17007 (Expedited Transit Oriented Development) College Park Metro Apartments was accepted by M-NCPPC on April 19th and the Subdivision and Development Review Committee meeting (SDRC) is scheduled for May 3rd. Please click on the hyperlink below to view the case materials:

https://www.dropbox.com/sh/nt6mq30pzi0054o/AAaju_kr2F6xtLUCzm4GFIY-a?dl=0.

Attachment:

Detailed Site Plan Notice

April 15, 2019

Dear adjoining property owner, municipality, previous party of record and/or registered association:

Subject: Detailed Site Plan DSP-17007 College Park Metro Apartments
ETOD (Expedited Transit Oriented Development Project)

This letter is to inform you that The Maryland-National Capital Park and Planning Commission ("M-NCPPC") is ready to accept the subject application. The address of the subject property is 7201 River Road, College Park, Maryland 20783, which is located on the south side of the College Park Metro Station. The project is located on Tax map 33 Tax Grid E4.

The nature of the review of the Detailed Site Plan is to establish the internal roads, stormwater management, grading and utilities to serve 451 multifamily dwelling units and approximately 5,000 square feet for retail uses. The review will include examination of the Architecture of the proposed multifamily building and an examination of the requirements of the Zoning Ordinance and the Development Standards found in the 2015 *Approved Transit District Development Plan for the College Park-Riverdale Park Transit District Overlay (T-D-O) Zone*. Because the proposal is for transit-oriented development, it is an Expedited Transit Oriented Development Project per Section 27-90.01 of the Zoning Ordinance.

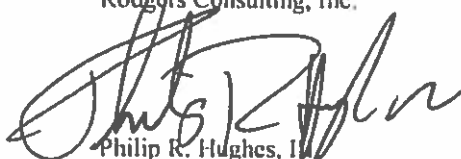
Once the application is formally accepted, it will be scheduled for a future Planning Board hearing. If you have not already registered to become a person of record, you are encouraged to do so at this time. As a person of record, you will receive a notice of the Planning Board hearing date and a copy of the Planning Board resolution. You may register online at <http://www.pgplanning.org/1586/Become-a-Person-of-Record> or you may submit your name, address, and the above-referenced application number and name by mailing a written request to:

The Maryland-National Capital Park and Planning Commission
Development Review Division
14741 Governor Oden Bowie Drive
County Administration Building, 4th Floor
Upper Marlboro, MD 20772

If you have already registered to become a person of record from an earlier mailing for this application, DSP-17007, you do not have to register again. Being a person of record on a separate application on the same property does not make you a person of record for the subject application. You must request to become a person of record for each separate application (separate applications have different application numbers).

If you have any questions about this application, you may contact me at 301-948-4700, phughes@rodgers.com or the M-NCPPC Urban Design section at 301-952-3230.

Sincerely,
Rodgers Consulting, Inc.



Philip R. Hughes, I
Team Leader/ Principal



Town of Riverdale Park, Maryland

Town Administration

TO: Paul Smith, Acting Town Manager

FROM: Jessica Barnes, Town Clerk

Cc: Leadership Team

DATE: April 25, 2019

RE: Appointment of Members of the Board of Election Appeals

Action Requested: Council action is needed to appoint the remaining members of the Board of Election Appeals for the May 6, 2019 Town election.

Background: On February 4th the Mayor and Council adopted Resolution 2019-R-03 regarding appointments to Board of Election Appeals with the understanding that the names of the remaining members of the Board of Election Appeals would be added at a later date. Council action is needed to add the names of the remaining members of the Board of Election Appeals.

The following code section is provided as a reference:

§ 29-22. Board of Election Appeals.

A Board of Election Appeals shall be appointed at the same time as appointment of the judges of election. The Board shall consist of seven (7) members, one (1) each appointed by the Mayor and each Council member. The duties of the Board shall be to receive petitions and render decisions as described in the preceding section.

Attachments:
Resolution 2019-R-03

COUNCIL OF THE TOWN OF RIVERDALE PARK, MARYLAND
Resolution 2019-R-03

Introduced by: CM Marsha Dixon

Date Introduced: February 4, 2019

Date Adopted: February 4, 2019

Date Effective: February 4, 2019

FOR THE PURPOSE of appointing members of the Board of Election Appeals for the Town election on May 6, 2019.

WHEREAS, Article V of the Town of Riverdale Park Charter governs all Town elections; and

WHEREAS, Section 502 of that Article requires that the Mayor and Council appoint judges and clerks of election; and

WHEREAS, Chapter 29-22 of the Town Code requires the Mayor and Council to appoint seven (7) members, one (1) each appointed by the Mayor and each Council Member, to the Board of Election Appeals;

THEREFORE, be it resolved that:

Mayor and Council appoint the following members of the Board of Election Appeals for the Town election on May 6, 2019:

Mayor: Steven Glaros

Ward 1: Kate Kelly

Ward 2:

Ward 3: Elizabeth Bolin

Ward 4:

Ward 5:

Ward 6:

ATTEST:

COUNCIL OF THE TOWN OF
RIVERDALE PARK

Jessica Barnes, Town Clerk

Alan K. Thompson, Mayor

Town of Riverdale Park
Legislative Meeting Minutes
April 1, 2019
8:00 p.m.

In Attendance

Mayor Alan K. Thompson
CM Marsha Dixon, Ward 1
CM David Lingua, Ward 3
CM Christopher Henry, Ward 4
CM Hala Mayers, Ward 6

John N. Lestitian, Town Manager
David Morris, Police Chief
Jessica Barnes, Town Clerk
Paul Smith, Director of Finance and Employee Services
Ivy Lewis, Director of Public Projects and Services

Call to Order

Mayor Thompson called the Legislative Meeting to order at 8:03 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: 4-0-1 (favorable, Mayor Thompson abstained)

Discussion:

CM Lingua requested that Legislative Action Item 7 be moved to Legislative Action Item 1.

Presentation

Delivery of FY2020 Proposed Operating and Capital Improvement Budget

Town Manager Lestitian reported that staff would deliver the FY2020 Proposed Budget on Wednesday, April 3rd due to technical challenges. CM Henry asked if the overall budget process would be delayed and Town Manager Lestitian replied that the budget calendar would not be impacted.

Correspondence Summary

The Correspondence Summary was included in the meeting materials.

Mayor's Report

Mayor Alan K. Thompson reported:

- Overview of Closed Meeting held on March 11th at 7:38 p.m.: Mayor Thompson and CMs Dixon, Faulx, Lingua, Richardson, and Mayers were in attendance. Town Manager Lestitian also attended. The Closed Meeting was held to discuss a personnel matter (Statute #1) concerning the Town Manager's performance evaluation. Council delegated authority to Mayor Thompson to finalize the Town Manager's evaluation.
- Appreciated the well wishes from members of the community during his illness

- Overview of Discovery District working group meeting

Town Manager Report

Town Manager John N. Lestitian reported:

- Assistant Police Chief Rosa Guixens was recently hired; overview of her qualifications; informal swearing-in scheduled for April 3rd.
- Upcoming FY2020 Budget public hearings: Saturday, April 6th and 13th at 9:30 a.m.
- Upcoming Tax Rate public hearing
- Earth Day Clean-up will be held on April 13th from 9 a.m. to 12noon behind Rinaldi's
- Field of Dreams community meeting was well attended
- Spring Forward grant program will launch on Thursday, April 4th

Finance Report

As of March 31, 2019, subject to audit:

Expenses: \$373,207

Revenue: \$175,126

CM Lingua made a motion to adopt the Finance Report subject to audit. The motion was seconded by CM Dixon. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

Fire Department Report

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

Council Committee & Ward Reports

CM Marsha Dixon, Ward 1

CM Marsha Dixon reported:

- Attended Field of Dreams Community Meeting and thanked CM Faulx for leading the effort- excited to see the final product.
- Recently received a question regarding parking permits and planned to include information in an upcoming edition of the *Town Crier*
- Volunteers are need for Trolley Trail Day on June 8th

CM David Lingua, Ward 3

CM David Lingua reported:

- CKAR CDC will meet on April 2nd at 7 p.m. at 6801 Kenilworth, Suite 203; overview of agenda items
- ATHA Governing Board meeting was held on March 28th; informational meeting and no formal action taken
- Recent loss of long-time resident and passionate advocate, Ken Laurys. It was a great loss to his family and the community. He will be missed.

CM Christopher Henry, Ward 4

CM Christopher Henry reported:

- Discussion regarding Water Alert issued for Prince George's County
- Thank you to Chief Morris and RPPD officers for their service
- Requested verification that the A/V equipment was working properly
- Disappointed that the budget would not be discussed tonight
- Quote from Dr. Martin Luther King, Jr.

Discussion:

It was confirmed that the Water Alert did not impact the Town.

CM Hala Mayers, Ward 5

CM Hala Mayers stated that she did not have a report but would be campaigning for another term as Council Member.

Public Comments on Non-Agenda Items and Consent Agenda Items

Resident Sue Sheehan of the 4700 block of Tuckerman Street discussed issues with the shopping center on Kenilworth Avenue where the Dollar Tree was located. Ms. Sheehan also reported that vehicles were selling food in the parking lot on Saturday and Sunday mornings. Ms. Sheehan requested that Code Enforcement focus on overgrown shrubbery on corner lots, parking on unfinished surfaces, and trash remaining after the Bates pick-up on Thursdays.

Corporal Bustamante reported that RPPD had made contact with the people who appeared to be selling food from their vehicles in the shopping center parking lot and they reported that they were making food donations to those in need.

Consent Agenda

Motion to approve consent agenda items:

1. Minutes: March 4, 2019 Legislative Meeting; February 25, 2019 Special Legislative Meeting; February 25, 2019 Work Session

CM Lingua made a motion to approve the Consent Agenda. CM Dixon seconded the motion. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

Legislative Action Items:

1. Motion to appoint Paul Smith, Director of Finance and Employee Services, as Acting Town Manager effective April 14, 2019

CM Dixon made a motion to appoint Paul Smith, Director of Finance and Employee Services, as Acting Town Manager effective April 14, 2019. The motion was seconded by CM Lingua. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

2. Motion to authorize Town Manager to enter into an agreement for Lawn Mowing and Maintenance Services with Motir Services, Inc., for an amount not to exceed \$66,800

CM Lingua made a motion to authorize the Town Manager to enter into an agreement for Lawn Mowing and Maintenance Services with Motir Services, Inc., for an amount not to exceed \$66,800, CM Dixon seconded the motion. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

Discussion:

CM Lingua gave an overview of the request and the areas included in the contract.

CM Henry stated that he was not settled on the amount of the contract and wanted to know why staff could not be used. Director Lewis explained that the contracted services would allow staff to work on other priorities in Town. Town Manager Lestitian gave an

overview of how the contracted services would be paid for and stated that this option would allow staff to work to make community look better without adding more staff.

Mayor Thompson reported that there had been a bid process and the contract had a 3-year term with ways for the Town to get out of the contract, if needed.

Resident Karon Henry of the 6600 block of Silk Tree Drive asked how the contract with Motir Services, Inc. would benefit the Madison Hill community. Director Lewis discussed plans for a Town-wide assessment of infrastructure and setting priorities for the Department. Ms. Henry stated that she wanted to see DPW staff in Madison Hill.

3. Motion to authorize staff to sign a Memorandum of Understanding (MOU) for City of Hyattsville Criminal Intelligence Network (MCIN) Coalition and a Municipal Mutual Aid Agreement

CM Henry made a motion to authorize staff to sign a Memorandum of Understanding (MOU) for City of Hyattsville Criminal Intelligence Network (MCIN) Coalition and a Municipal Mutual Aid Agreement. The motion was seconded by CM Lingua. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

4. Introduction of Ordinance 2019-OR- 04 regarding Competitive Negotiated Sale of 4603 East West Highway

CM Lingua introduced Ordinance 2019-OR- 04 regarding the Competitive Negotiated Sale of 4603 East West Highway. CM Lingua read the purpose of the ordinance and the explanatory statement.

5. Motion to authorize Town Manager to send a letter to Prince George's County Board of Zoning Appeals recommending approval of variance request for 5912 48th Avenue; variances of 5 feet front yard depth and 5.5 feet side street yard depth, and 33 feet front street line setback, 17 .5 feet side street line setback and a waiver of the rear yard location requirement (Ward 3)

CM Lingua made a motion to authorize the Town Manager to send a letter to Prince George's County Board of Zoning Appeals recommending approval of the variance request for 5912 48th Avenue; variances of 5 feet front yard depth and 5.5 feet side street yard depth, and 33 feet front street line setback, 17 .5 feet side street line setback and a waiver of the rear yard location requirement. CM Henry seconded the motion. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

Discussion:

CM Lingua gave an overview of the request. The applicant, Barbara Legg, discussed her project and the reason for the requested variances.

6. Motion to adopt Ordinance 2019-OR-02 regarding Chapter 42 Business Licenses

CM Dixon made a motion to adopt Ordinance 2019-OR-02 regarding Chapter 42 Business Licenses. The motion was seconded by CM Mayers. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

7. Motion to adopt with amendments Ordinance 2019-OR-03 regarding Wireless Telecommunications Facilities in Public Rights-of-Way

CM Lingua motion to adopt Ordinance 2019-OR-03 regarding Wireless Telecommunications Facilities in Public Rights-of-Way as amended. The motion was seconded by CM Dixon. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

CM Lingua made a motion to amend the ordinance in 8 instances as outlined on page 20 of the presented packet material under Legislative Action Item 7. The motion was seconded by CM Dixon. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

Discussion:

CM Lingua read each of the amendments considered.

Mayor Thompson discussed comments received from a resident and stated that future amendments may be needed.

Town Manager Lestitian stated that traffic control plans could be addressed administratively.

8. Motion to authorize Town Manager to send a letter to Prince George's County Department of Permitting, Inspections, and Enforcement in support of a Food Truck Hub in Discovery District

CM Dixon made a motion to authorize the Town Manager to send a letter to Prince George's County Department of Permitting, Inspections, and Enforcement in support of a Food Truck Hub in Discovery District. The motion was seconded by CM Mayers. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

Discussion:

CM Dixon gave an overview of the request.

9. Motion to repeal and replace Resolution 2019-R-02 regarding Election Judges

CM Dixon made a motion to repeal Resolution 2019-R-02 and replace it with the resolution containing the names of the Election Judges for all wards. The motion seconded by CM Lingua. Vote: 4-0-1 (favorable, Mayor Thompson abstained).

Unfinished Business

1. Members of the Board of Election Appeals

Mayor Thompson stated that he would like to appoint Steven Glaros to the Board of Election Appeals. CM Lingua stated that he would like to appoint Elizabeth Bohlen for Ward 3. CM Dixon stated that she had previously reported to the Town Clerk that she would like to appoint Kate Kelly for Ward 1.

Mayor Thompson requested that the Council send the names of the people that they would like to appoint to the Board of Election Appeals to the Town Clerk.

New Business

There was no new business.

Adjournment

CM Henry made a motion to adjourn the meeting at 9:28 p.m. The motion was seconded by CM Dixon. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

Town of Riverdale Park
Work Session Minutes
March 25, 2019
8:00 p.m.

In Attendance

CM David Lingua, Ward 3 and Council Vice-Chair
CM Marsha Dixon, Ward 1
CM Aaron Faulx, Ward 2
CM Colleen Richardson, Ward 5

John N. Lestitian, Town Manager
Paul Smith, Finance and Employee Services Director
Kevin Simpson, Development Services Director
Ivy Lewis, Public Projects and Services Director
David Morris, Chief of Police

Call to Order

Council Vice-Chair Lingua called the work session to order at 8:03 p.m.

Mayor's Report

Council Vice-Chair Lingua reported that Mayor Thompson was unable to attend the meeting.

Council Vice-Chair Lingua reported that a Closed Meeting was held on March 11th to discuss a personnel matter (Statute #1) concerning the Town Manager's performance evaluation and deferred the rest of his report to the April 1st Legislative Meeting.

Presentations

Swearing-in of Chief Election Judge

Council Vice-Chair Lingua administered the Oath of Office to Chief Election Judge Geraldine Gee.

Anacostia Trails Heritage Area, Inc. (ATHA) Annual Update: Aaron Marcavitch, Executive Director

Executive Director Aaron Marcavitch gave an overview of the upcoming projects, events, and grants awarded by ATHA. Mr. Marcavitch discussed the upcoming Trolley Trail Day on June 8th.

Proposed Changes to TheBus Route 14: Anthony Foster, Prince George's County Department of Public Works and Transportation

Mr. Anthony Foster discussed the proposed route changes for Bus Route 14 of the County's bus system, TheBus. Mr. Foster stated that Bus Route 14 did not exceed sixty-five percent (65%) on-time performance in Town primarily due to delays related to the railroad crossing on Queensbury Road. Mr. Foster stated that the County's on-time performance goal was eighty percent (80%) and Bus Route 14 did not meet that goal.

CM Richardson asked about weekend bus services and Mr. Foster stated that the County was considering weekend services in the future.

CM Lingua asked if a route that ran through Riverdale Park Station to the CSX Bridge and onto Lafayette Avenue had been considered as it would bypass the railroad crossing. Mr. Foster stated that it had not been considered but it he would look into it.

CM Dixon asked how the public would be notified of the proposed route change. Mr. Foster stated that signs would be posted in English and Spanish at the affected stops.

Resident Shelia Smith of 5001 Riverdale Road stated that the County should consider CM Lingua's recommendation.

Public Comments

Resident Carlos Martinez of 5404 Carters Lane stated that more outreach was needed to for Town meetings.

Town Manager's Report

Town Manager John N. Lestitian reported:

- Earth Day Clean-up will be held on April 13th from 9 a.m. to 12noon behind Rinaldi's
- FY2020 Budget public hearings: Saturday, April 6th and 13th at 9:30 a.m.
- New feature of Town website: Report a Concern

Discussion:

Resident Bob Smith of 5001 Riverdale Road stated that the new website feature worked and has been discussed on Town Talk.

Council Committee & Ward Reports

CM Marsha Dixon, Ward 1

CM Marsha Dixon deferred her report to the April 1st Legislative Meeting.

CM Aaron Faulx, Ward 2

CM Aaron Faulx commended staff for the Field of Dreams community workshop and deferred the rest of his report to the April 1st Legislative Meeting.

CM Colleen Richardson, Ward 5

CM Colleen Richardson deferred her report to the April 1st Legislative Meeting.

Discussion Items

1. Lawn Mowing and Maintenance Services

Public Projects and Services Director Lewis gave an overview of the contract for Lawn Mowing and Maintenance Services.

Resident Lora Katz asked if staff had considered replacing some of the grass lots with lots for planting.

2. FY2020 Operating Budget Update

Town Manager Lestitian outlined several stressors that impacted the preparation the FY2020 Proposed Budget.

CM Lingua requested the actual dollar amounts for the increases in Defined Benefit Plan contributions, Health Care Premiums, and Workers Compensation Insurance.

CM Lingua also asked about appeals of property assessments and Town Manager Lestitian reported that staff was working closely with the State and County.

3. Residential Trash Collection Services

Public Projects and Services Director Lewis gave an overview of the responses received for the Invitation to Bid for Residential Trash Collection Services and staff's recommendation on how to proceed. Town Manager Lestitian stated that a 1-year contract would be offered with an incentive for 3 years, if performance metrics are achieved.

4. Police Coordination and Assistance Agreements

Chief Morris gave an overview of the Memorandum of Understanding (MOU) for the City of Hyattsville Criminal Intelligence Network (MCIN) Coalition and a Municipal Mutual Aid Agreement

5. Competitive Negotiated Sale of 4603 East West Highway

Development Services Director Simpson provided an update on the Competitive Negotiated Sale of 4603 East West Highway.

6. Variance Request for 5912 48th Avenue; variances of 5 feet front yard depth and 5.5 feet side street yard depth, and 33 feet front street line setback, 17.5 feet side street line setback and a waiver of the rear yard location requirement (Ward 3)

CM Lingua gave an overview of the requested variances and recommended approval of the existing conditions to allow the applicants to enclose their front porch. CM Lingua requested that Discussion Item 6 be placed on the May 1st agenda as a legislative action item.

7. Ordinance 2019-OR-02 regarding Chapter 42 Business Licenses

Town Manager Lestitian stated that staff was seeking additional input on Ordinance 2019-OR-02 regarding Chapter 42 Business Licenses as the legislation was scheduled for adoption at April 1st Legislative Meeting.

CM Lingua expressed concerns regarding Town and County fees. Town Manager Lestitian noted that there was an overall decrease in fees with elimination of the Town's application fee.

8. Ordinance 2019-OR-03 regarding Wireless Telecommunications Facilities in Public Rights-of-Way

Town Manager Lestitian discussed Ordinance 2019-OR-03 regarding Wireless Telecommunications Facilities in Public Rights-of-Way.

Resident Lora Katz asked if Ordinance 2019-OR-03 was based on legislation adopted by other municipalities. Town Manager Lestitian stated that Town Attorney Fred Sussman had reviewed ordinances from other municipalities when drafting the Town's legislation.

9. Request for Letter of Support for Food Truck Hub in Discovery District

Town Manager Lestitian gave an overview of the request for a letter of support for a Food Truck Hub in the Discovery District.

10. Election Judges and Members of the Board of Election Appeals

Town Manager Lestitian asked that the Mayor and Council provide the Town Clerk with the names of potential Election Judges and Members of the Board of Election Appeals.

11. Minutes

Council Vice-Chair Lingua stated that the minutes were not available at this time but would be made available soon.

Unfinished Business

There was no unfinished business.

New Business

There was no new business.

Adjournment

The meeting was adjourned at 9:55 p.m.

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

In Attendance

Mayor Alan K. Thompson
CM Marsha Dixon, Ward 1
CM Aaron Faulx, Ward 2
CM David Lingua, Ward 3
CM Christopher Henry, Ward 4

John N. Lestitian, Town Manager
David Morris, Police Chief
Jessica Barnes, Town Clerk
Paul Smith, Director of Finance and Employee Services
Gentry Jones, Finance Program Specialist

Call to Order

Mayor Thompson called the Legislative Meeting to order at 8:03 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 as amended. The motion was seconded by CM Lingua. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

Discussion:

CM Lingua requested that Consent Agenda Item 2 be moved to the Legislative Action Items.

Presentations

Black History Month Proclamation

Mayor Thompson read a proclamation designating February as Black History Month in English and Spanish.

Prince George's African American Museum & Cultural Center Presentation: Monica Montgomery, Executive Director

Monica Montgomery, Executive Director of Prince George's African American Museum & Cultural Center (PGAAMCC), gave an overview of the programs and initiatives offered by PGAAMCC.

FY2019 Estimated Actuals

Finance Program Specialist Gentry Jones gave an overview of the FY2019 Estimated Actuals as part of the FY2020 budget preparations.

Discussion:

Town Manager Lestitian stated that staff took a conservative approach when preparing the estimated actuals.

CM Henry stated that he noticed that parking citations were down.

CM Dixon thanked staff for the presentation.

Field of Dreams Design Concepts

Town Manager Lestitian suggested that a Saturday Community Meeting with the Neighborhood Design Center be scheduled to discuss the design concepts.

CM Lingua stated that he was supportive of a Saturday Community Meeting. CM Faulx suggested scheduling the meeting in March to maximize community outreach.

There was consensus amongst the Council to schedule the Community Meeting for Saturday, March 23rd at 9:30 a.m. at Town Hall.

Correspondence Summary

The Correspondence Summary was included in the meeting materials.

Mayor's Report

Mayor Alan K. Thompson reported:

- Overview of Closed Meeting on January 15th from 7:30 to 9:00 p.m.: to discuss a personnel matter (Statute #1) concerning the Town Manager's contract and evaluation
- Review of January 10th Discovery District Working Group Meeting: 4600 River Road groundbreaking scheduled for May
- January 19th Community Meeting regarding Traffic and Pedestrian Safety was well attended and there was good discussion
- Recently attended the Maryland Mayors' Association Conference in Annapolis with 45 other Mayors. Discussion regarding concerns about the installation of small cell towers and upcoming deadline to adopt legislation to address the issue
- Attended Banana Blossom Bistro's soft opening

Town Manager Report

Town Manager John N. Lestitian reported:

- Town Hall and Department of Public Works (DPW) will be closed on February 18th (President's Day)
- Ongoing improvements/enhancements to the Town's website: landing page for pedestrian and traffic safety initiative and ability to register for alerts/updates
- Town's Celebrating Business Initiative: Banana Blossom Bistro

Finance Report

As of January 31, 2019, subject to audit:

Expenses: \$561,147

Revenue: \$686,437

CM Dixon made a motion to adopt the Finance Report subject to audit. The motion was seconded by CM Lingua. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

Fire Department Report

The Fire Department's report was not included in the meeting materials.

Council Committee & Ward Reports

CM Marsha Dixon, Ward 1

CM Marsha Dixon reported:

- Overview of Trolley Trail Day event planning: potential event date, June 8th
- Recently attended meeting held by Representative Anthony Brown: discussion regarding government shutdown and resources available for those impacted

Discussion:

Resident Sheila Smith suggested that information for those impacted by the government shutdown be included on the Town's website. Town Manager Lestitian stated that a compilation of available resources was posted in the News and Events section of the Town's website.

CM Aaron Faulx, Ward 2

CM Aaron Faulx reported:

- Excited about Field of Dreams and upcoming Community Meeting
- Underpass at Lafayette Avenue: update on mural project
- Riverdale Park Centennial: a year of events will start on June 15th

CM David Lingua, Ward 3

CM David Lingua reported:

- CKAR CDC meeting on February 5th at 6801 Kenilworth Avenue starting at 7 p.m.
- Discussion regarding parking permit questions from residents of Ward 3

CM Christopher Henry, Ward 4

CM Christopher Henry reported:

- Overview of recent meeting with Director Lewis regarding the Purple Line's impact on Quesada Road
- Discussion regarding concerns about business practices of Tires R Us and request that the Town send a letter to the business
- Ward map on website needs to be updated

Public Comments on Non-Agenda Items and Consent Agenda Items

There were no public comments.

Consent Agenda

Motion to approve consent agenda items:

1. Request for Special Exception for a 6-foot cedar backyard fence at 4502 Tuckerman Street (Ward 1)
2. Amendment to the 2019 Mayor and Council calendar to include May 13th as the date for the new administration's orientation
3. Minutes: January 7, 2019 Legislative Meeting, June 25, 2018 Work Session, and April 30, 2018 Work Session

CM Lingua made a motion to approve the Consent Agenda. CM Faulx seconded the motion.
Vote: 4-0-1 (favorable, Mayor Thompson abstained)

Legislative Action Items:

1. Council Member Excused Absences from Regular Council Meetings

CM Lingua made a motion to excuse CM Mayers' absences from the December 3, 2018, January 7, 2019, and February 4, 2019 regular Council Meetings. The motion was seconded by CM Faulx. Vote: 3-0-2 (favorable, CM Henry and Mayor Thompson abstained)

2. Motion regarding the Town Manager's Contract

CM Dixon made a motion to approve the Town Manager's Contract. The motion was seconded by CM Faulx. Vote: 5-0-0 (favorable)

3. Motion to adopt Ordinance 2019-OR-01 regarding the 2019 Election

CM Faulx made a motion to adopt Ordinance 2019-OR-01 regarding the 2019 Election. The motion was seconded by CM Lingua. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

4. Motion to adopt Resolution 2019-R-02 regarding appointment and compensation of Election Judges for the May 6, 2019 Town election

CM Dixon made a motion to adopt Resolution 2019-R-02 regarding the appointment and compensation of Election Judges for the May 6, 2019 Town election, with the understanding that additional names will be added at a later date. The motion was seconded by CM Henry. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

5. Motion to adopt Resolution 2019-R-03 regarding appointments to Board of Election Appeals for the May 6, 2019 Town election

CM Dixon made a motion to adopt Resolution 2019-R-03 regarding appointments to Board of Election Appeals for the May 6, 2019 Town election, with the understanding that additional names would be added at a later date. The motion was seconded by CM Faulx. Vote: 3-0-2 (favorable, CM Lingua and Mayor Thompson abstained)

6. Road closures for Mardi Gras Run to be held on March 2, 2019

CM Lingua made a motion to approve the requested road closures for the Mardi Gras Run to be held on March 2, 2019 subject to the following conditions:

- 1) The race organizers provide documentation that the American Center for Physics has consented to opening their facility roads to the race during the date and times proposed and that the path through the facility is specified;
- 2) The race organizers strongly consider setting the section of the race along River Road such that the runners will be on the sidewalk only; and
- 3) The race organizers will guide runners to use the pedestrian path alongside Haig Drive rather than the roadway.

The motion was seconded by CM Faulx. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

CM Lingua amended the language of the motion to include "strongly consider". CM Henry seconded the motion. Vote: 4-0-1 (favorable, Mayor Thompson abstained)

Discussion:

CM Dixon discussed her concerns regarding the conditions placed on the race organizers in relation to her experience in participating in other races/runs.

Unfinished Business

There was no unfinished business.

New Business

1. Revisions to Chapter 42- Licenses

Town Manager Lestitian stated that staff was seeking additional input from the Council and public with regard to revisions to Chapter 42- Licenses. Town Manger Lestitian also stated that there would be additional opportunities for discussion and staff would provide information regarding how other jurisdictions handle businesses that serve alcohol at a future meeting.

2. Small cell towers

Mayor Thompson gave an overview of the issue regarding small cell towers in local rights-of-way and how municipalities can address the issue. Mayor Thompson reported that the National League of Cities was working on draft legislation and he would be working to have legislation prepared for the Town.

3. CM Henry discussed his concerns regarding Tires R Us. CM Henry stated that he would like to have a letter sent to Attorney General Frosh to request an investigation into the pricing practices of the business.

CM Henry made a motion to send a letter to the Attorney General. The motion was seconded by CM Lingua. CM Henry withdrew the motion.

Discussion:

CM Dixon discussed her concerns regarding the request. CM Dixon asked if the Town Attorney could provide clarity regarding the laws that were applicable to the business and if staff could make a general inquiry to the division of the Attorney General's office that handles complaints against businesses. Town Manager Lestitian stated that staff would provide additional information to the Council as requested.

Adjournment

CM Henry made a motion to adjourn the meeting at 10:20 p.m. The motion was seconded by CM Faulx. Vote: 4-0-1 (favorable, Mayor Thompson abstained)