



Town of Riverdale Park

May 6, 2019

8:00 p.m.

Tax Rate Public Hearing

8:30 p.m.

Legislative Meeting

AGENDA

Call to Order

Pledge of Allegiance

Approval of Agenda

Presentation

- Proclamation for Public Works Week

Correspondence Summary

Mayor's Report

Town Manager's Report and Finance Report

Fire Department Report

Council Committee & Ward Reports

Public Comments on Non-Agenda Items and Consent Agenda Items

Consent Agenda

Motion to approve consent agenda items:

1. Fence Permit Request: 5702 Riverdale Road; 6-foot vinyl fence (Ward 4)
2. Authorize Town Manager to send a letter to Prince George's County Board of Zoning Appeals regarding variance request for 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. Authorize Town Manager to send a letter to Prince George's County Department of Permitting, Inspections, and Enforcement in support of Food Truck Hub at Town Center Market
4. Minutes: April 1, 2019 Legislative Meeting, March 25, 2019 Work Session, and February 4, 2019 Legislative Meeting

Legislative Action Items:

1. Introduction of Ordinance 2019-OR-05 regarding the FY2020 Operating and Capital Improvement Budget
2. Motion to adopt Ordinance 2019-OR-04 regarding Competitive Negotiated Sale of 4603 East West Highway
3. Motion to authorize Public Projects and Services Director Ivy Lewis to issue and sign checks if the Acting Town Manager is for any reason unavailable to issue and/or sign checks, effective May 6, 2019
4. Motion to authorize the Town Manager to send a letter of support regarding stop signs in Town of Riverdale Park- Riverdale Park Station (TRP-RPS)
5. Motion to repeal and replace Resolution 2019-R-03 appointments to Board of Election Appeals for the May 6, 2019 Town election
6. Motion to authorize Town Manager to send a letter to Washington Metropolitan Area Transit Authority (WMATA) Board of Directors opposing sale of parcel on Baltimore Avenue and Albion Road

Unfinished Business

New Business

- Renaming of MARC Train Station

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

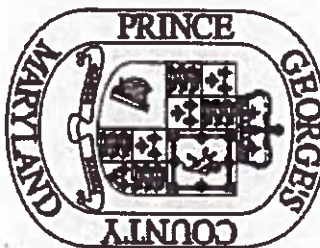
EXPIRATION DATE :

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 :

N

N

N

N

N

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N

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/CONTRACTOR 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

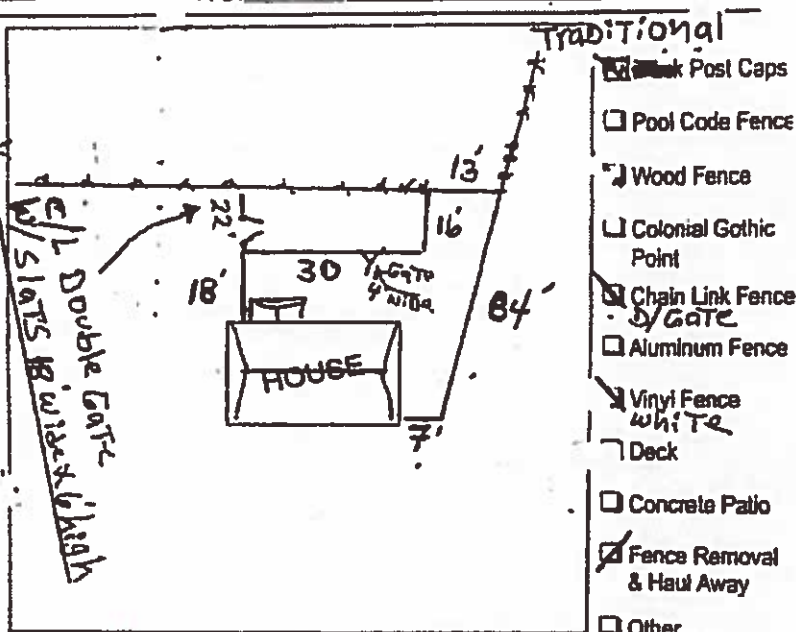
MD License
MHIC131423

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 checked="" 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.
Total Price \$ 8380.00
Deposit \$ 2800.00
Balance \$ 5580.00
* Install 18' wide C/L Double Gate 6' high.
Quote including 15% discount

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-u and AC 95096
 In patient services allowed
 as a 70' x 100' u.u

ZONED: C-0
 EXISTING USE: RESIDENCE

APPROVED
 PERMIT # 42623-2001-001
 OR for veterinary office
 9065-95-u and AC 95096
 In patient services allowed
 as a 70' x 100' u.u

VICINITY MAP SCALE: 1" = 5000'

GENERAL NOTES
 1. Property is shown on Tax Map 12, GAF-1-1-9
 2. Total area = 11,134 square feet of 2.128 Acres
 3. Proposed use: Veterinary (Nonresidential Services)
 4. Parking: 12 spaces

Property Zoned C-0
 Property is shown on Tax Map 12, GAF-1-1-9
 Total area = 11,134 square feet of 2.128 Acres
 Proposed use: Veterinary (Nonresidential Services)
 Parking: 12 spaces

10 Non-Residential Spaces of 12' x 10'
 1 Patient Space of 12' x 10'
 1 Workshop Space of 12' x 10'
 12 Spaces Total

SITE PLAN

LOTS 13 THRU 17 BLOCK 2

RIVERDALE HEIGHTS

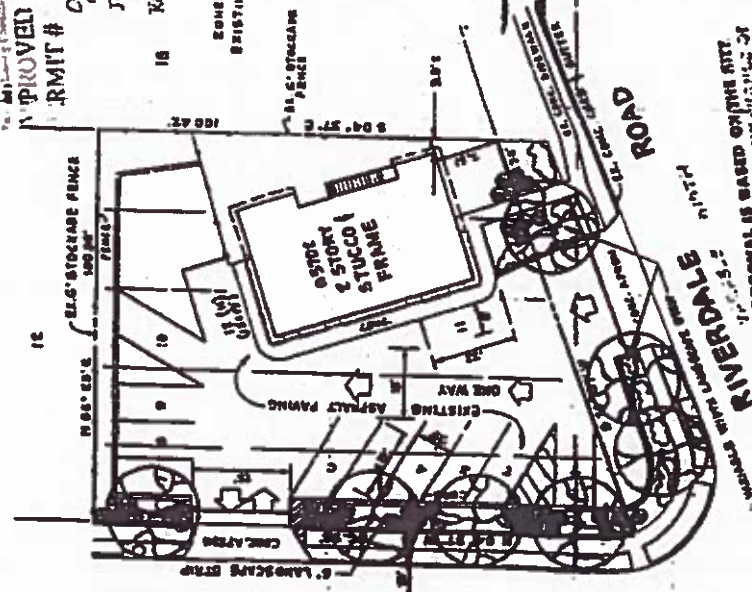
PRINCE GEORGE'S COUNTY, MARYLAND

SCALE: 1" = 10'

DATE: NOVEMBER, 1995
 Rev: December, 2008
 M.N.C.P.R.C. M. Hampton
 Hold 12/1/02
 Permit # 9065-95-u

Revised Plans

12.13.95 JOB NO. 25.1459



NOTE: APPROVAL IS BASED ON THE SITE PLAN & LAYOUT. ANY CHANGES TO THE PLAN OR LAYOUT MAY BE SUBJECT TO THE CITY'S REVIEW AND APPROVAL. ADDITIONAL VARIATIONS AND/OR CHANGES.

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



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

LANDSCAPE SCHEDULE

SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	QUANTITY
	Red Oak	Quercus rubra	12'-14'	1
	European Holly	Euonymus europaeus	12'-14'	20
	European Yew	Taxus europaea	12'-14'	10
	European Magnolia	Magnolia europaea	12'-14'	20 (0.02)

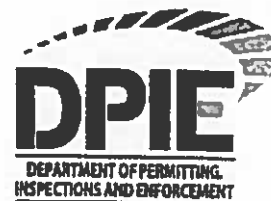
General Schedule for Section 4.2.2
 1. Linear feet of street frontage of parking lot, 100'
 2. Number of plants (minimum) 100
 3. Number of plants (maximum) 100
 4. Number of plants (minimum) 100
 5. Number of plants (maximum) 100

General Schedule for Section 4.2.2
 1. Linear feet of street frontage of parking lot, 100'
 2. Number of plants (minimum) 100
 3. Number of plants (maximum) 100
 4. Number of plants (minimum) 100
 5. Number of plants (maximum) 100



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.

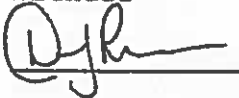
Permit:
55091-2018
Log No. 4112

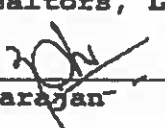
Sukardha Realtors, LLC, also agree as follows: (1) To obtain the necessary building permit for the fence. (2) That during the installation of the fence, we will not allow any activity that would cause damage to the storm drain. Any cost to repair damage to the storm drain caused by the installation of 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.

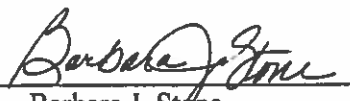
The specific violation resides in the fact that Zoning Ordinance Section 27-442(e)(Table IV) prescribes that each lot shall have a front yard at least 25 feet in depth. Section 27-442(i)(Table VIII) prescribes that accessory buildings shall be set back 30 feet from the side street line. Section 27-442(c)(Table 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

BOARD OF APPEALS

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 917-620-5627 (home) 201-993-0969 (work)
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

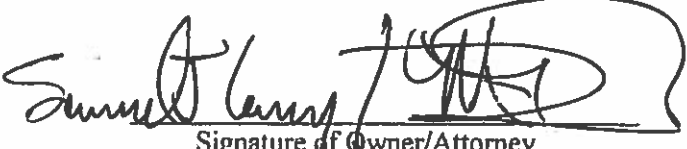
What will be/has been constructed on the property? (Variance(s) Required)

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: _____

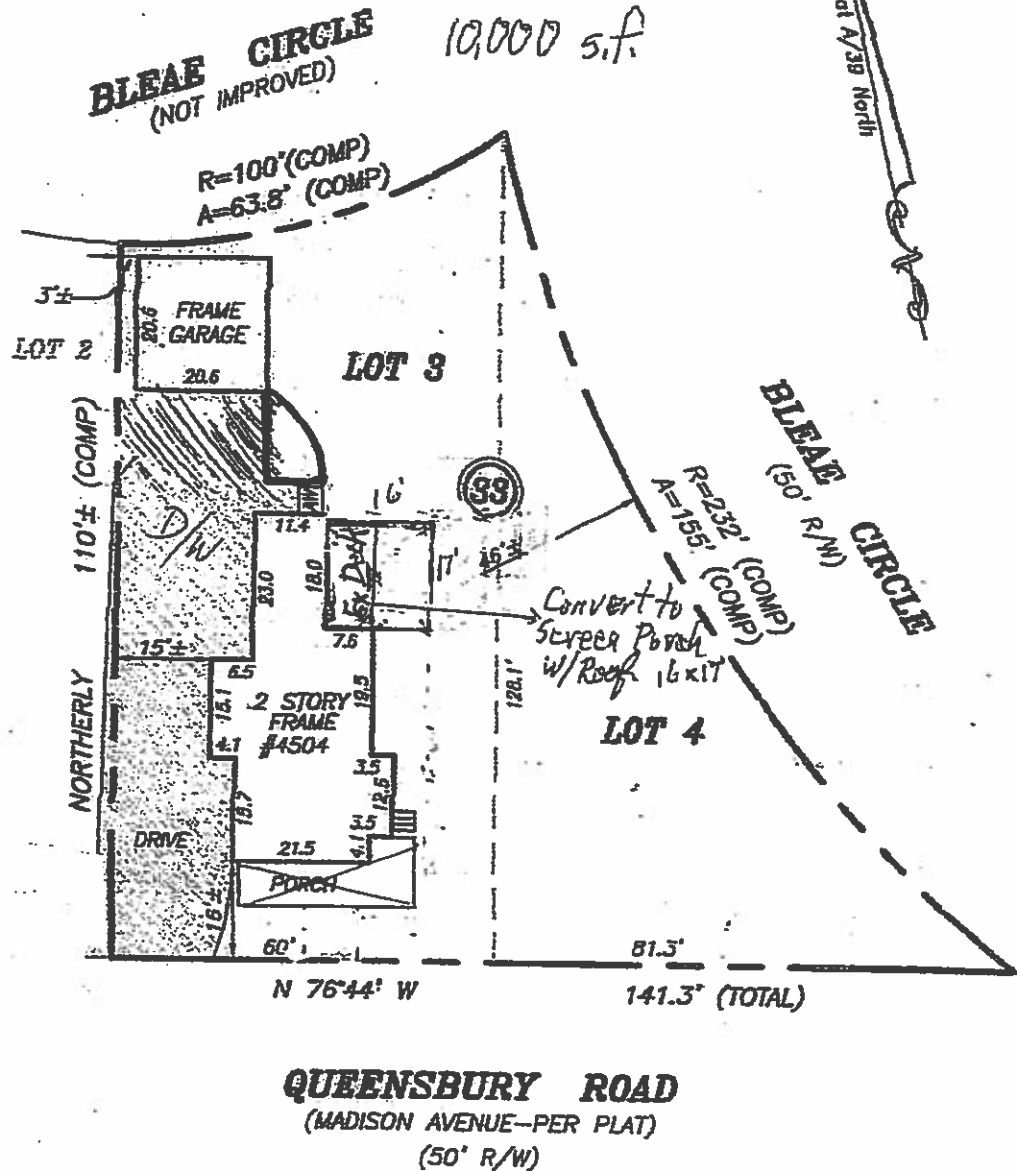
FOR A LIST OF ALL NAMES AND MAILING ADDRESSES OF ADJOINING PROPERTY OWNERS AND OTHER PARTIES, PLEASE SEE THE PERSONS OF RECORD LIST

LOCATION INFORMATION NOTES:

1. This drawing is a benefit to a consumer only insofar as it may be required by a lender or a title insurance company or other interested party in connection with contemplated transfer, financing or re-financing;
2. This drawing is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or proposed improvements;
3. 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.
4. The level of accuracy and accuracy of apparent setback distances is two feet, more or less.
5. THIS LOCATION DRAWING IS NOT TO BE USED IN CONNECTION WITH ANY TYPE OF PERMIT APPLICATION.
6. This location drawing was prepared without the benefit of a title report.

LEGEND

	Sidewalk
	Over Hang
	Area Way
	Gravel Area
	Asphalt Area



QUEENSBURY ROAD
(MADISON AVENUE-PER PLAT)
(50' R/W)

LOCATION DRAWING
LOTS 3 & 4, BLOCK 33
RIVERDALE PARK

PRINCE GEORGE'S COUNTY, MARYLAND

SURVEYOR'S CERTIFICATE

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 the requirements set forth in COMAR Regulation 09.19.06.12.

F. Alimo 09/15/2015
By: Fred Alimo Date
Professional Land Surveyor #21382
Exp. 07-07-2016

REFERENCES

PLAT HK. A
PLAT NO. 39
LIBER 36748
FOLIO 108

ALIMO & ASSOCIATES LLC

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

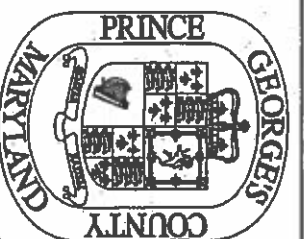
PRINCE GEORGE'S COUNTY

5-185

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:

55465-2018-00

PERMIT APPLICATION

ACTIVITY:

WORK DESCRIPTION:

USE TYPE:

EXISTING USE:

PROPOSED USE:

Building Permit Application
17x16' screen porch

residential single family
residential single family

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
riverdale

RD

MD

20737

OCCUPANT

Sam Laury
4504 queensbury
riverdale

RD

MD

20737

CONTRACTOR

~~William Jachance~~ etc contracting inc
5404 taylor
riverdale

RD

MD

20737

ARCHITECT

Sunday Ojibo
2409 Oxon Run
Temple Hills

MD
20744

FOR OFFICIAL USE ONLY

Reviewer	Date	Fire Eng.	Mechanical Eng.	Health	Issuance	Reviewer	Date
M-NCPPC							
Site / Road Eng.							
Structural Eng.							
Electrical Eng.							

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

etc contracting inc

(301) 318 - 3524

SIGNATURE

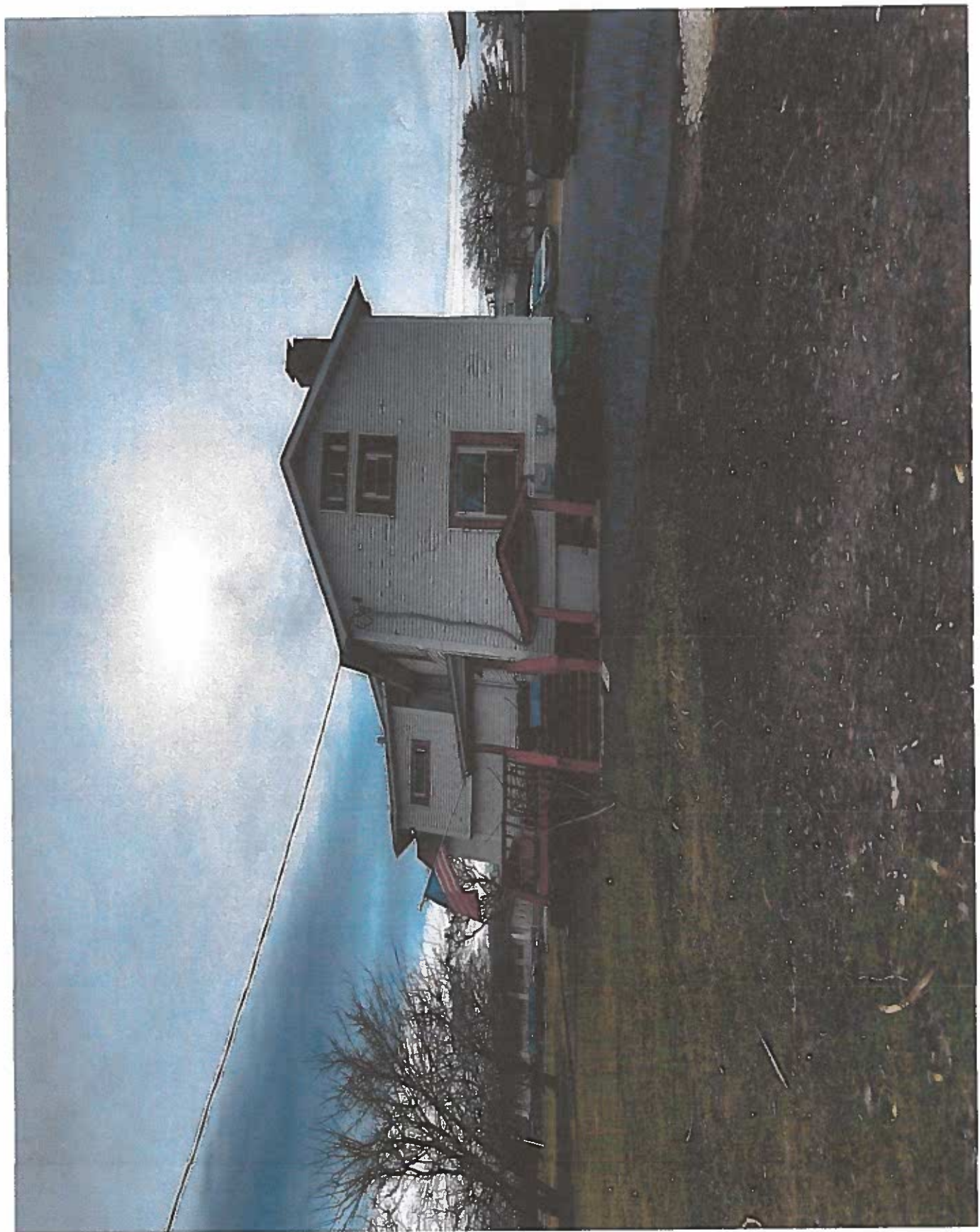
NAME

COMPANY

PHONE

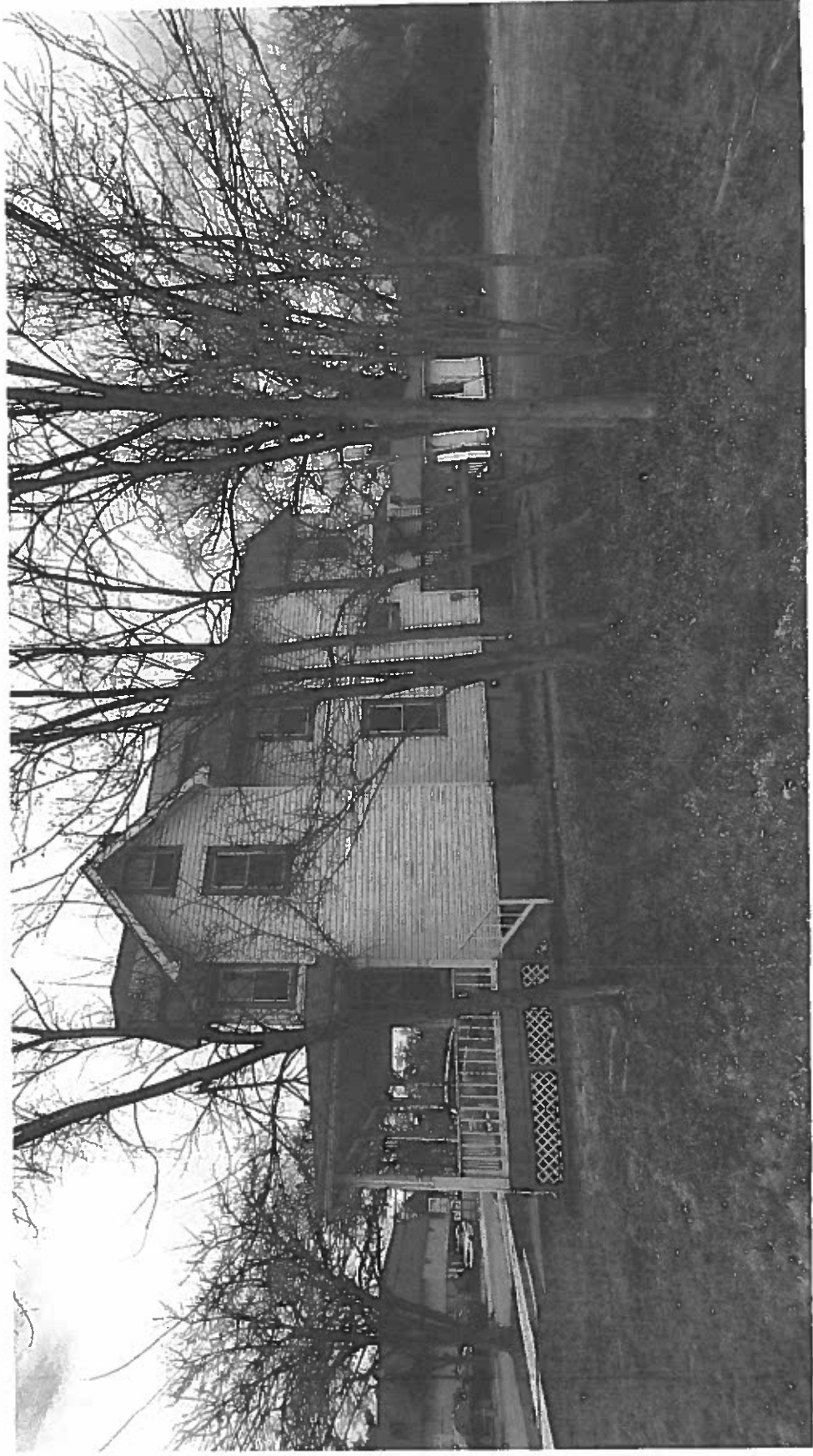
4505 Queensbury Road, Riverdale







4505 Queensbury Road, Riverdale















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
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)



Town of Riverdale Park, Maryland

Town Administration

TO: Paul Smith, Acting Town Manager

FROM: Jessica Barnes, Town Clerk

Cc: Leadership Team

DATE: May 6, 2019

RE: Correspondence Summary- May 6, 2019

	Date	Sender	Subject
1	April 2, 2019	Maryland-National Capital Park and Planning Commission	Notification of Planning Board Action on Zoning Section-SP-150003-01 7-Eleven Riverdale Park
2	April 30, 2019	Prince George's County Government Board of Zoning Appeals	V-10-19 Barbara and Lawrence Legg



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

14741 Governor Oden Bowie Drive
Upper Marlboro, Maryland 20772
www.mncppc.org/pgco

April 2, 2019

RECEIVED
APR 2 2019

7-Eleven, Inc.
P.O. Box 711
Dallas, TX 75221

Re: Notification of Planning Board Action on
Zoning Section-SP-150003-01
7-Eleven Riverdale Park

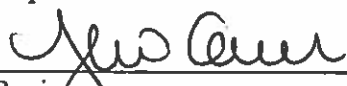
Dear Applicant:

This is to advise you that, on **March 28, 2019**, the above-referenced application was acted upon by the Prince George's County Planning Board in accordance with the attached Resolution.

In accordance with Section 27-239 of the Zoning Ordinance, the Planning Board's decision will become final on **May 2, 2019**, unless an appeal is filed prior to this date with the Circuit Court for Prince George's County by any person of record. Please direct questions regarding this matter to Mr. Sydney J. Harrison, Clerk of the Circuit Court, at 301-952-3318.

(You should be aware that you will have to reactivate any permits pending the outcome of this case. If the approved plans differ from the ones originally submitted with your permit, you are required to amend the permit by submitting copies of the approved plans. For information regarding reactivating permits, you should call the County's Permit Office at 301-636-2050.)

Sincerely,
James R. Hunt, Chief
Development Review Division

By: 
Reviewer

Attachment: PGCPB Resolution No. 19-31

cc: Persons of Record



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

14741 Governor Oden Bowie Drive
Upper Marlboro, Maryland 20772
www.mncppc.org/pgco

PGCPB No. 19-31

File No. SP-150003-01

RESOLUTION

WHEREAS, the Prince George's County Planning Board has reviewed Special Permit SP-150003-01, 7-Eleven Riverdale Park, requesting departure from the development plan design standards to add a ground-mounted freestanding sign in accordance with Subtitle 27 of the Prince George's County Code; and

WHEREAS, after consideration of the evidence presented at the public hearing on March 7, 2019, the Prince George's County Planning Board finds:

1. **Location and site description:** The 0.473-acre property is known as Lots 1-3 and part of Lot 4, Block 66, as shown on a plat recorded in Plat Book A-40. It is located in the Riverdale Park Mixed Use Town Center (M-U-TC) Zone, at 6315 Baltimore Avenue, in the southeast quadrant of the intersection of US 1 (Baltimore Avenue) and Sheridan Street. The site is currently improved with a 1,952-square-foot food and beverage store, set back approximately 83 feet from US 1, with three existing externally lit, building-mounted, business identification signs. One sign is located on the northern elevation of the existing building, fronting Sheridan Street; the second sign is located on the western elevation of the existing building, fronting US 1; and the third sign is located on the southern elevation of the building. The site also includes an existing parking lot with ten parking spaces and one loading space. The property is screened and buffered from the adjacent commercial use to the south by an existing natural wooded area, located along the southern property line. The site slopes down approximately six feet along the southeastern and eastern sides. The site is well maintained and has all existing landscaping planted according to the previously approved landscape plan, Special Permit SP-150003. The site has two existing driveway entrances; one is located on US 1 and the second entrance is located on Sheridan Street.

During a field inspection conducted by The Maryland-National Capital Park and Planning Commission (M-NCPPC) Subdivision and Zoning Review Section staff, it was noted that the existing four-foot by four-foot building sign on the southern elevation was not part of the original SP-150003 approval. However, verification with the M-NCPPC, Permit Review Section, confirmed that the additional building sign was approved by both the Riverdale Park M-U-TC Committee and M-NCPPC (Permit 48894-2015-U). There are several other existing signs, such as a Washington Metropolitan Area Transit Authority Metro bus stop sign, a University of Maryland shuttle bus sign, and enter and exit directional signs, all located along the site's frontage on US 1. It appears that there were no other recently erected freestanding signs within one-half mile south of the subject property along US 1, since the approval of the 2004 *Approved Town of Riverdale Park Mixed-Use Town Center Zone Development Plan* (Riverdale Park M-U-TC Development Plan). However, there are two multipanel freestanding signs located in the Riverdale Park Station (Cafritz Property) site, located approximately 0.23 mile north of the subject property at the intersection of US 1 and Underwood Street. It should be noted that Cafritz Property at Riverdale Park had its own sign standards set forth in Prince George's County District Council Zoning Ordinance No. 11-2012, adopted on July 12, 2012, and revised on October 3, 2012, per

Special Amendment SA-13001, and is not subject to the Riverdale Park M-U-TC Development Plan.

2. History and Previous Approvals:

- 1966–1983—** The property was developed and used as gas station from 1966 until 1983. At that time, the property was zoned Local Commercial, Existing (C-1).
- January 1984—** Building Permit 2641-83-CU was issued by the Prince George’s County Department of Environmental Resources for internal modification and a change in use from a gas station to a medical office (dentist).
- April 19, 1984—** An eight-foot-high, twenty-four-square-foot, freestanding sign was approved for the emergency dental care facility, the use prior to construction of the current food and beverage use.
- 1994—** The 1994 *Approved Master Plan and Sectional Map Amendment for Planning Area 68* (Planning Area 68 Master Plan and SMA) placed the subject property in the Commercial Office (C-O) Zone.
- January 2004—** The Riverdale Park M-U-TC Development Plan classified this property in the M-U-TC Zone.
- September 10, 2015—** A special permit was approved by the Prince George’s County Planning Board (PGCPB Resolution No. 15-94) for a food and beverage store. The approval was to renovate and convert the existing 1,716-square-foot medical office building into a food and beverage store and increase the gross floor area of the existing building, by enclosing the existing 236-square-foot open alcove area into the building, for a total of 1,952 square feet. The approval also included closure of one curb cut along US 1, repair and re-striping of the existing parking lot, renovation of the exterior elevations including roof and walls, and the addition of landscaping and a grass inlet to the site to significantly decrease the impervious area on the property.
- July 13, 2016—** On June 10, 2016, the case was brought before the Circuit Court for Prince George’s County, Maryland (Case No. Cal15-32787) by the Town of Riverdale Park, the Town of University Park, Sonia O’Connell, and Stephan Rodusakis (hereinafter “Petitioners”) for judicial review of the decision of the Planning Board. The Petitioners argued that the Planning Board erred, as a matter of law, when it granted a special permit to 7-Eleven when the special permit application did not comply with Design Standards 1 and 10 of the Riverdale Park M-U-TC Development

Plan. After analyzing all the evidence on the record, the Circuit Court affirmed the Planning Board's decision of approval on July 13, 2016.

3. **Neighborhood and Surrounding Uses:** The general neighborhood is comprised of a mix of commercial and residential development. The site is surrounded by the following uses:
 - North— Sheridan Street and single-family detached dwelling units in the M-U-TC Zone and One-Family Detached Residential (R-55) Zone beyond.
 - East— Single-family dwelling units in the R-55 Zone.
 - South— A commercial office building and its parking lot in the M-U-TC Zone.
 - West— US 1 and single-family dwelling units in the R-55 Zone beyond.
4. **Request:** This application is for a revision of a special permit site plan to add a six-foot-tall, five-foot by five-foot sign, on a three-foot, four-inch-high brick base. The ground-mounted freestanding sign is proposed in the northwest corner of the property, along US 1. The site is located within the Town of Riverdale Park and is subject to the Riverdale Park M-U-TC Development Plan. The sign does not meet Sign Design Standard 2 on page 42 of the development plan, which requires that commercial signs shall be building-mounted only. Therefore, the applicant requested a departure from the development plan design standard as part of this application.

In order for the Planning Board to grant departures from the strict application of any standard or guideline approved in the development plan, the Board must make the findings listed in Section 27-548.00.01(a)(2) of the Prince George's County Zoning Ordinance. The applicant submitted a statement of justification dated August 13, 2018, which is superseded by an amended statement of justification submitted on January 9, 2019, incorporated by reference herein, and addresses the required findings.
5. **Master Plan Recommendation:** The Planning Area 68 Master Plan and SMA retained the subject property in the C-O Zone. The Riverdale Park M-U-TC Development Plan and associated zoning map amendment were approved by the Prince George's County Council in January 2004 via Council Resolution CR-5-2004. The site is located within the boundary of the Riverdale Park M-U-TC Development Plan, which reclassified the subject property to the M-U-TC Zone.

The development plan anticipated and recommended development projects that would reshape the character of the US 1 corridor within the zone, bringing new buildings close to the street, eliminating a need for freestanding signage, and being scaled for pedestrians. The building recommendations for the subject property are "infill/signature, neighborhood compatible" and the uses recommended are "office, residential, or flexible work space" (page 21). However, the existing auto-oriented building (constructed in the 1960s as a service station with an approximately 83-foot setback) has been repurposed for a food and beverage (convenience) store. The existing

use was approved by the Planning Board and the Circuit Court, and found to be in conformance with the Riverdale Park Development Plan, at the time of its original approval.

Section 27-239.02(a)(6)(B) of the Zoning Ordinance authorizes the Planning Board to grant a special permit in the M-U-TC Zone. This application for a special permit site plan revision is not in conformance with the Riverdale Park Development Plan Signage Design Standards; therefore, a departure from the development plan design standards is required.

6. Special Permit Findings:

Section 27-239.02(a)(B) states:

The Planning Board may grant a Special Permit in the M-U-TC Zone if it finds that the site plan is in conformance with the approved Town Center Development Plan and its guidelines and specific criteria for the particular use. In the event a Special Permit is approved by the Planning Board, the approval is conditional upon the issuance of a building or use and occupancy permit by the Department of Environmental Resources, Permits and Review Division.

Section 27-548.00.01(a)(2) states:

The Planning Board is authorized to allow departures from the strict application of any standard or guideline approved in a Town Center Development Plan in accordance with the procedures set forth in Section 27-239.01 and subject to the following findings:

(A) A specific parcel of land has exceptional narrowness, shallowness, or shape; exceptional topographic conditions; or other extraordinary situations or conditions;

The site is a corner lot with exceptional topographic and other extraordinary conditions that other commercial development in the area do not have. The existing building was originally constructed circa 1966 as a gas station. In 1984, it was modified to be used as a medical office building. The existing building has been renovated for re-use as a food and beverage store, pursuant to recent approvals.

Through the review and approval of the original Special Permit, SP-150003, the food and beverage store was approved to be established within the existing footprint of the previous building, which maintained the original setback of approximately 83 feet from the US 1 right-of-way. According to the Riverdale Park M-U-TC Development Plan, all new buildings are subject to a "Build-To Line (Distance from Face-of-Curb)" of 15 to 20 feet (page 32). As discussed, the design standards bring new buildings close to the street, eliminating a need for freestanding signage. However, existing buildings are not subject to the building design standards, whereas new signage must be reviewed for conformance to the sign design standards.

Reutilization of the existing building, in its original footprint and its large setback, make visibility for motorists traveling north and south of US 1 difficult. Additionally, three sides of the property (east, northeast, and southeast) have slopes that range from 15 percent to 25 percent, which other properties in the area do not have. Redevelopment of the building on the original footprint, combined with the 83-foot setback and the topography of the site, create the extraordinary conditions of the subject site.

- (B) The strict application of the Development Plan will result in peculiar and unusual practical difficulties to, or exceptional or undue hardship upon, the owner of the property; and**

The strict application of the development plan will result in several peculiar and unusual practical difficulties upon the owner of the property. Due to the large setback of the building and lack visibility of the existing commercial use from the road network, the subject property may experience devaluation, according to the applicant, of the commercial use within the town center. Another unusual difficulty is the existing off-site landscaping and improvements on the south side of the property (property of JD Williams Office Building), which impede visibility of the food and beverage store and entrances from patrons traveling north on US 1. This creates a safety issue because motorists may make sudden stops in front of the 7-Eleven site to make a turn into the site or make U-turns if they miss the entrance to the site from US 1.

In order to address the peculiar and unusual practical difficulties, which in this case are the large setback and lack of visibility, the applicant would have to demolish the existing building and reconstruct it at the site frontage along US 1, in accordance with the requirements of the site design standards of the Riverdale Park M-U-TC Development Plan. Only then would the new building eliminate the need for freestanding signage and be scaled for pedestrians. Razing a newly renovated building to meet the current development plan standard is not practical, feasible, or even an option for the owner of the property. Therefore, the Prince George's County Planning Board finds that freestanding signage is the only workable solution to this very practical problem to effectively and safely advertise the commercial business in the area.

- (C) The departure will not substantially impair the intent, purpose, or integrity of the General Plan, Master Plan, or the Town Center Development Plan.**

The proposed departure will not substantially impair the intent, purpose, or integrity of the development plan. The proposed sign will neither substantially interfere with the integrity of the neighborhood or implementation of the development plan, nor will it contribute to any clutter or overwhelm the streetscape. The proposed sign does not extend beyond the street or ultimate right-of-way and does not impede any pedestrian or vehicular circulation. The sign will promote economic development in the area by visibly advertising the commercial use. The proposed freestanding sign is attractive, appropriately scaled, energy efficient, and externally illuminated.

It is noted that a freestanding sign previously existed on the subject property for many decades. The prior sign was located in the same area of the site, with the same height and area as the proposed new sign. However, the new freestanding sign is more aesthetically pleasing and of higher quality than the previous sign. This sign will help identify the location of the business and allow motorists sufficient time to ensure safe ingress and egress for patrons and pedestrians. Furthermore, allowing a freestanding sign along the right-of-way of US 1 and Sheridan Street will not only advertise the new commercial business in the area, but will effectively balance the need for visibility and promote a successful business, while not negatively impacting motorists' views.

At the Planning Board hearing, Debra Borden, Principle Council for M-NCPPC, provided clarification that the MUTC Development Plan allows departures from the design standards, anticipating that relief may be needed in certain circumstances. Further, that a departure is not intended to be as rigid as a variance application. She provided that the first criteria for approval of a departure is broad in that it allows other extraordinary situations or conditions of a site to be considered. The visibility issue, given the setback of the existing building on the subject site which was exempt from building at the street line, constitutes the extraordinary situation or condition. As to the second criteria for approval, Ms. Borden provided that the peculiar and unusual practical difficulties finding provides a lower, broader standard than hardship and the applicant need not prove that a hardship such as economic loss be present. In this case, the existing building location and need to address visibility constitutes the unusual practical difficulty. The third criteria for approval of the departure requires that the proposal does not substantially impair the Town Center Development Plan. Ms. Borden provided that these criteria are to ensure that the proposal does not make it impossible to implement the MUTC Development Plan. This proposal will not interfere with the implementation of the MUTC Development Plan on other sites, nor on the site itself if it is redeveloped in the future.

The Planning Board found that a lack of visibility does exist for the business on the site and that the proposed sign location does not impair the sight lines of the roadway, given the proposed location coincides with the freestanding signage that was previously located on the site. Based on the preceding findings and supporting information, the Planning Board finds that the required findings have been met.

7. Recommendation of the Municipality:

Town of Riverdale Park—On December 28, 2018, the Town Council of the Town of Riverdale Park reviewed the recommendation made by the Riverdale Park M-U-TC Local Design Review Committee (LDRC), with regards to the special permit request for a departure from the development plan design standards to add a ground-mounted freestanding sign. After careful consideration, the Town Council concurred with the recommendation of the M-U-TC LDRC, and through a formal vote, adopted the position that SP-150003-01 should be denied.

In a memorandum dated December 28, 2018, from the Town of Riverdale Park (Lestitian to Alam), the Riverdale Park M-U-TC LDRC and the Town Council disagree with the applicant's assertion of undue hardship. More specifically, that the lack of a prohibited sign is the proximate cause for the business not doing well. The Town argues that the applicant declined to provide more detailed evidence to the M-U-TC LDRC or the Town Council to support the applicant's assertion that a prohibited sign will further improve business. The Town believes that market saturation, competition, and other factors (beyond the proposed sign) that directly contradicts zoning guidelines are at play in determining the success of the owner's historical site selection decision. The Town concluded that Special Permit SP-150003-01 does not support any of the required findings of Section 27-548.001(a)(2).

The applicant, however, contends that the Riverdale Park M-U-TC LDRC and the Town Council desperately seek to hold this applicant to the highest of standards related to this finding. Its determination and recommendation of denial, based on no undue hardship to the existing owner, is an arbitrary and capricious conclusion, as is provided in the applicant's amended statement of justification dated January 9, 2019.

The memorandum from the Town Manager of the Town of Riverdale Park, dated December 28, 2018 (Lestitian to Alam), incorporated by reference herein, further outlines their reasons for denial of this request.

During the Planning Board Hearing, the Town Manager for the Town of Riverdale Park, Mr. John N. Lestitian testified on behalf of the Mayor and Council of the Town of Riverdale Park to oppose the placement of the ground-mounted freestanding sign to the subject property. He stated that the town supports economic development, however the town wants the guidelines of the M-U-T-C plan to be upheld. In regard to the finding of Section 27-548.00.01(a)(2)(A), Mr. Lestitian stated that there is nothing unusual about having a slope to the rear of the property and that the applicant created their own hardship as the applicant chose to reuse an existing building and not raze the building to move the building more towards the road, knowing there was a restriction of the signage. Mr. Lestitian then discussed the second finding, Section 27 548.00.01(a)(2)(B), regarding possible devaluation, and that the subject property value has doubled since the occupation of 7/11. Mr. Lestitian concluded by stating that the prior dentist sign which was located in the same location met the standards at the time, however, the new sign impairs the intent of the Riverdale Park Development Plan.

Town of University Park—The Town Council of the Town of University Park voted on January 7, 2019, and recommended denial of this application.

During the Planning Board Hearing, the Mayor for the Town of University Park, Mr. Len Carey stated that the Town of University Park concurs with the Town of Riverdale Park in that the application does not meet the required findings for the approval of a departure and the that the site does not have extraordinary circumstances, with elevations that do not present a hardship to the applicant. Additionally, the Mayor stated that the sign in this location would obstruct the line of

sight from Baltimore Avenue and Sheridan Street, thereby creating a line of sight issue for automobiles as Sheridan Street is a busy road.

Subsequently, Ms. Suellen M. Ferguson, Attorney for the Town of University Park, spoke in regard to the existing signage on the site and raised concern regarding the location of the proposed sign, stating that the road agencies had not weigh in regarding the appropriate location for unobstructed views. Further, she provided that the approval criteria had not been met.

8. **Further Planning Board Findings and Comments from Other Entities:** The following referrals were received and are incorporated herein by the reference.
- a. Urban Design Section email dated September 10, 2018 (Kosack to Alam)
 - b. Prince George's County Department of Permitting, Inspections and Enforcement dated October 5, 2018 (Giles to Alam)
 - c. Town of Riverdale Park dated December 28, 2018 (Lestitian to Alam)
 - d. Town of University Park dated January 10, 2019 (Carey to Alam)
 - e. Community Planning Division dated January 29, 2019 (Sams to Alam)

CONCLUSION

In summary, the Planning Board may grant departures from the strict application of standards or guidelines approved in a town center development plan, subject to the findings of Section 27-548.00.01. The Planning Board finds the required findings are justified based on the preceding analysis.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Subtitle 27 of the Prince George's County Code, the Prince George's County Planning Board of The Maryland-National Capital Park and Planning Commission adopted the findings contained herein and APPROVED the above-noted application.


BE IT FURTHER RESOLVED, that an appeal of the Planning Board's action must be filed with the Circuit Court for Prince George's County, Maryland within thirty (30) days of the final notice of the Planning Board's decision.

* * * * *


This is to certify that the foregoing is a true and correct copy of the action taken by the Prince George's County Planning Board of The Maryland-National Capital Park and Planning Commission on the motion of Commissioner Washington, seconded by Commissioner Bailey, with Commissioners Washington, Bailey, Doerner, and Hewlett voting in favor of the motion, and with Commissioner Geraldo opposing the motion at its regular meeting held on Thursday, March 7, 2019, in Upper Marlboro, Maryland.

Adopted by the Prince George's County Planning Board this 28th day of March 2019.

Elizabeth M. Hewlett
Chairman

By 
Jessica Jones
Planning Board Administrator

EMH:JJ:TA/RTCH:gh

APPROVED AS TO LEGAL SUFFICIENCY

M-NCP&PC Legal Department
Date 3/19/19



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

NOTICE OF FINAL DECISION

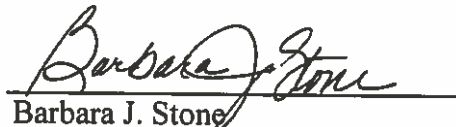
OF BOARD OF APPEALS

RE: Case No. V-10-19 Barbara and Lawrence Legg

Enclosed herewith is a copy of the Board Order setting forth the action taken by the Board of Appeals in your case on the following date: April 3, 2019

CERTIFICATE OF SERVICE

This is to certify that on April 30, 2019, the above notice and attached Order of the Board were mailed, postage prepaid, to all persons of record.


Barbara J. Stone
Administrator

cc: Petitioners
Adjoining Property Owners
Park and Planning Commission
Riverdale Park City

BEFORE THE BOARD OF APPEALS FOR PRINCE GEORGE'S COUNTY, MARYLAND
Sitting as the Board of Zoning Appeals

Petitioners: Barbara and Lawrence Legg

Appeal No.: V-10-19

Subject Property: Lot 27, Block 57, Riverdale Park Subdivision, being 5912 48th Avenue, Riverdale,
Prince George's County, Maryland

Municipality: Town of Riverdale Park

Witness: Charles Harris, Patio Enclosures

Heard and Decided: April 3, 2019

Board Members Present and Voting: Bobbie S. Mack, Chairperson
Albert C. Scott, Vice Chairman
Anastasia T. Johnson, Member

RESOLUTION

This appeal is brought before the Board of Appeals, sitting as the Board of Zoning Appeals for the Maryland-Washington Regional District in Prince George's County, Maryland (the "Board"), requesting a variance from the strict application of the provisions of Subtitle 27 of the Prince George's County Code (the "Zoning Ordinance").

In this appeal, a proceeding pursuant to Section 27-229 of the Zoning Ordinance, Petitioners request that the Board approve a variance from Section 27-442(e)(Table IV) of the Zoning Ordinance, which prescribes that each lot shall have a front yard at least 25 feet in depth. Petitioners propose to enclose an existing covered front porch which will encroach the front yard setback. A variance of 5 feet front yard depth is requested.

Evidence Presented

1. The property was subdivided in 1950, contains 7,414 square feet, is zoned R-55 (Single-Family Detached Residential) and is improved with a single-family dwelling, covered front porch, driveway, carport, deck and shed. Exhibits (Exhs.) 2, 4, 7, 8 and 9 (A) thru (F).
2. Petitioners would like to enclose an existing covered front porch. Since the front porch encroaches the 25-foot front yard setback, a variance of 5 feet is requested. Exhs. 2, 3 (a) thru (b) and 5 (A) thru (P).
3. The Town of Riverdale Park recommended approval of the requested variance. Exh. 21.
4. Petitioner Barbara Legg testified that the current old awning will be replaced with a screened in sunroom. She stated that she is 83 years old and her husband is 85 and both enjoy the front porch and wish to continue utilizing it. Exhs. 2, 3 (a) thru (b) and 5 (A) thru (P).
5. Charles Harris stated that the existing footprint will remain the same for the construction. He stated that the proposed enclosed structure will allow Petitioners to enjoy the front porch without the worry of disease carrying mosquitoes in the area. Exhs. 2, 3 (a) thru (b) and 5 (A) thru (P).

Applicable Code Section and Authority

Section 27-230 of the Zoning Ordinance authorizes the Board to grant variances when, by reason of exceptional narrowness, shallowness, shape, topography, or other extraordinary situation or condition of specific parcels of property, the strict application of the Zoning Ordinance would result in peculiar and unusual practical difficulties or an exceptional or undue hardship upon the owner of the property, provided

such relief can be granted without substantial impairment of the intent, purpose and integrity of the General Plan or Master Plan.

Findings of the Board

After hearing all the testimony and reviewing the evidence of record, the Board finds that the requested variance complies with the applicable standards set forth in Section 27-230, more specifically:

Due to the concerns regarding mosquitoes in the area, Petitioners desire to enjoy and utilize their front porch and the character of the neighborhood, granting the relief requested would not substantially impair the intent, purpose and integrity of the General Plan or Master Plan, and denying the request would result in a peculiar and unusual practical difficulty upon the owners of the property.

BE IT THEREFORE RESOLVED, unanimously, that a variance of 5 feet front yard depth in order to enclose an existing covered porch, on the property located at Lot 27, Block 57, Riverdale Park Subdivision, being 5912 48th Avenue, Riverdale, Prince George's County, Maryland, be and is hereby APPROVED. Approval of the variance is contingent upon development in compliance with the approved site plan, Exhibit. 2 and approved elevation plans, Exhibits. 3 (a) thru (b).

BOARD OF ZONING APPEALS

By: Bobbie S. Mack
Bobbie S. Mack, Chairperson *CSA*

NOTICE

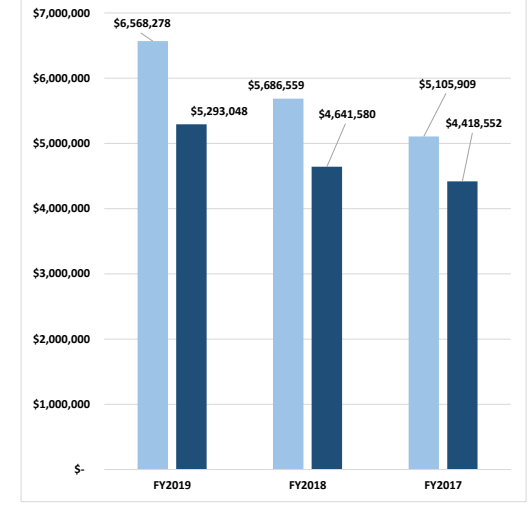
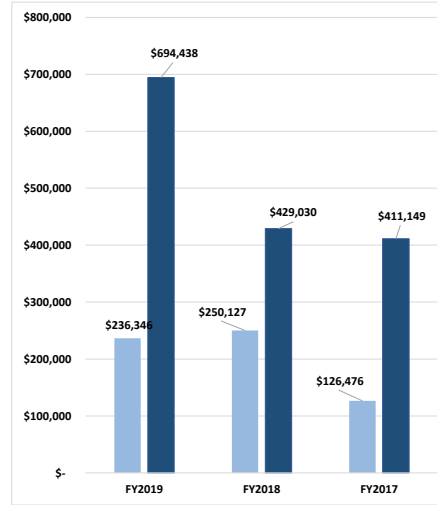
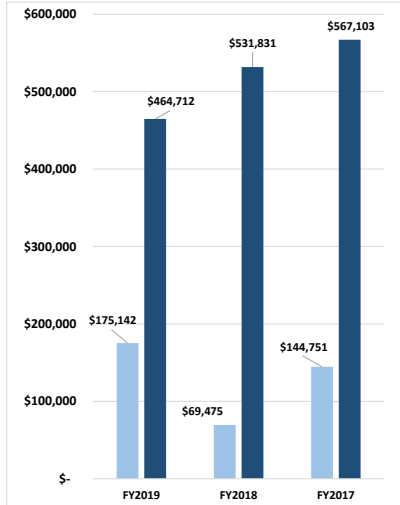
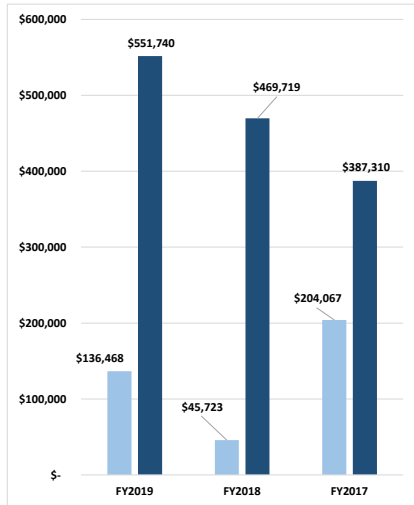
Within thirty (30) days from the date of this decision, any person, firm, corporation, or governmental agency who was a party to the Board's proceedings and is aggrieved by its decision may file an appeal to the Circuit Court of Prince George's County.

Further, Section 27-233(a) of the Prince George's County Code states:

A decision of the Board, permitting the erection of a building or structure, shall not be valid for more than two (2) years, unless a building permit for the erection is obtained within this period and the construction is started and proceeds to completion in accordance with the terms of the decision and the permit.

Town of Riverdale Park, Maryland - Revenue & Expense Comparison

Feb				Mar				Apr				YTD Total		
FY2019	FY2018	FY2017		FY2019	FY2018	FY2017		FY2019	FY2018	FY2017		FY2019	FY2018	FY2017
\$ 136,468	\$ 45,723	\$ 204,067		\$ 175,142	\$ 69,475	\$ 144,751		\$ 236,346	\$ 250,127	\$ 126,476		\$ 6,568,278	\$ 5,686,559	\$ 5,105,909
\$ 551,740	\$469,719	\$ 387,310		\$ 464,712	\$531,831	\$ 567,103		\$ 694,438	\$429,030	\$ 411,149		\$ 5,293,048	\$ 4,641,580	\$ 4,418,552
\$ (415,273)	\$ (423,995)	\$ (183,243)		\$ (289,569)	\$ (462,356)	\$ (422,352)		\$ (458,092)	\$ (178,903)	\$ (284,673)		\$ 1,275,231	\$ 1,044,979	\$ 687,357



Revenue =
Expense =



TOWN OF RIVERDALE PARK

DRAFT BUDGET VS. ACTUALS

July 2018 - April 2019

		TOTAL		
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
4000 Local Taxes				
4001 Real Estate Taxes	4,149,792.07	4,100,000.00	49,792.07	101.21 %
4008 Personal Property Tax	452,831.28	303,000.00	149,831.28	149.45 %
4010 Personal Property Tax Prior	-278.00	-7,500.00	7,222.00	3.71 %
4012 Local Income Taxes	487,524.55	515,000.00	-27,475.45	94.66 %
4014 Operating Tax	193,179.00	166,000.00	27,179.00	116.37 %
4015 Admissions and Amusement Tax	23.15	500.00	-476.85	4.63 %
Total 4000 Local Taxes	5,283,072.05	5,077,000.00	206,072.05	104.06 %
4100 Licenses & Permits				
4101 Multi-Family Rental License	118,950.00	108,025.00	10,925.00	110.11 %
4104 Single Family Rental License	21,675.00	31,000.00	-9,325.00	69.92 %
4106 Rental License Late Fees	60.00	1,600.00	-1,540.00	3.75 %
4111 Building Permits	87,494.79	60,000.00	27,494.79	145.82 %
4113 Business License	28,989.58	38,800.00	-9,810.42	74.72 %
4114 Business License County	33.47		33.47	
4115 Parking Permits	1,675.00	500.00	1,175.00	335.00 %
4119 Alarm Registrations & Reductions	1,600.00	3,460.00	-1,860.00	46.24 %
Total 4100 Licenses & Permits	260,477.84	243,385.00	17,092.84	107.02 %
4200 Administrative Fees				
4204 Abatement Charges	2,055.00	1,000.00	1,055.00	205.50 %
4207 Municipal Infractions		2,000.00	-2,000.00	
4210 Flagging Receipts (MVA Flag)		750.00	-750.00	
Total 4200 Administrative Fees	2,055.00	3,750.00	-1,695.00	54.80 %
4300 Fines & Forfeitures				
4301 Police Reports	6,635.00	6,500.00	135.00	102.08 %
4304 Vehicle Impounds	28,130.00	30,000.00	-1,870.00	93.77 %
4310 Parking Citations	14,752.50	18,000.00	-3,247.50	81.96 %
Total 4300 Fines & Forfeitures	49,517.50	54,500.00	-4,982.50	90.86 %
4400 Community Safety Programs				
4401 Safe Speed for Students	478,645.00	510,203.00	-31,558.00	93.81 %
4402 Safe Speed for Students Prior Years	8,906.30	10,000.00	-1,093.70	89.06 %
4403 Automated Red Light Enforcement		7,500.00	-7,500.00	
Total 4400 Community Safety Programs	487,551.30	527,703.00	-40,151.70	92.39 %
4500 Intergovernmental Revenues				
4501 Highway User	28,326.33	40,000.00	-11,673.67	70.82 %
4504 State Aid Police	125,366.25	167,155.00	-41,788.75	75.00 %
4507 Financial Corp		11,000.00	-11,000.00	
4510 Disposal Fee Rebate	8,810.25	13,500.00	-4,689.75	65.26 %
Total 4500 Intergovernmental Revenues	162,502.83	231,655.00	-69,152.17	70.15 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
4800 Misc. Service/Fee Revenue				
1304 Health and Wellness Transfer-In		25,200.00	-25,200.00	
4801 Cable TV - Public Ed & Gov		68,500.00	-68,500.00	
4804 Cable TV - Franchise Fees	69,531.46		69,531.46	
4807 Interest Income	51,134.16	24,000.00	27,134.16	213.06 %
4810 Contribution from ACP	20,000.00	20,000.00	0.00	100.00 %
4813 Miscellaneous	60,496.50	12,500.00	47,996.50	483.97 %
4823 Transfer from Health and Welness Fund	121,174.00		121,174.00	
4829 Miscellaneous Income	34.40		34.40	
4901 Recycled Scrap Metal Revenue	731.34		731.34	
Total 4800 Misc. Service/Fee Revenue	323,101.86	150,200.00	172,901.86	215.11 %
Total Income	\$6,568,278.38	\$6,288,193.00	\$280,085.38	104.45 %
GROSS PROFIT	\$6,568,278.38	\$6,288,193.00	\$280,085.38	104.45 %
Expenses				
5000 Salaries & Wages				
5001 Wages-Full Time	2,110,735.48	3,105,288.00	-994,552.52	67.97 %
5013 Vacation Regular	194,994.72		194,994.72	
5016 Sick	122,547.67		122,547.67	
5019 Comp Time	21,413.79	17,500.00	3,913.79	122.36 %
5022 Holiday Regular	47,087.71		47,087.71	
5034 Retroactive	12,818.36		12,818.36	
Total 5001 Wages-Full Time	2,509,597.73	3,122,788.00	-613,190.27	80.36 %
5004 Wages-Part-Time	37,134.54	48,000.00	-10,865.46	77.36 %
5010 Wages-Interns	9,017.00	4,000.00	5,017.00	225.43 %
5023 Holiday 1.5	31,379.61		31,379.61	
5025 Night Differential	14,860.88	19,500.00	-4,639.12	76.21 %
5028 Special Rates	30,360.91	31,000.00	-639.09	97.94 %
5031 Bilingual Pay Premium	10,960.00	18,720.00	-7,760.00	58.55 %
5037 Uniform Allowance	6,280.00	14,080.00	-7,800.00	44.60 %
5046 Stipend Individual	-500.00	9,342.00	-9,842.00	-5.35 %
Bilingual	-560.00		-560.00	
Wages				
Holiday Pay	-4,509.88		-4,509.88	
Total Wages	-4,509.88		-4,509.88	
Total 5000 Salaries & Wages	2,644,020.79	3,267,430.00	-623,409.21	80.92 %
5100 Employee Benefits				
5101 Insurance-Workers Compensation	97,641.00	133,179.00	-35,538.00	73.32 %
5104 Insurance-Medical (75%)	256,953.10	339,949.00	-82,995.90	75.59 %
5107 Insurance-Medical (100%)	42,632.44	27,124.00	15,508.44	157.18 %
5113 Insurance-Life	17,047.33	15,110.00	1,937.33	112.82 %
5119 Insurance-Long Term Disability	8,755.59	13,547.00	-4,791.41	64.63 %
5120 AD&D	969.22	2,000.00	-1,030.78	48.46 %
5121 Golds Gym	934.56		934.56	
5122 Payroll Taxes	210,201.69	245,659.00	-35,457.31	85.57 %
5125 Retirement-Defined Contribution	115,436.69	72,123.00	43,313.69	160.06 %
5128 Retirement-Defined Benefits	299,713.05	351,407.00	-51,693.95	85.29 %
66000 Payroll Expenses	5,055.69		5,055.69	
Total 5100 Employee Benefits	1,055,340.36	1,200,098.00	-144,757.64	87.94 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
5118 MD Unemployment Insurance	9,595.95		9,595.95	
5200 Overtime Premiums				
5201 Overtime Premium	95,430.69	138,300.00	-42,869.31	69.00 %
Total 5200 Overtime Premiums	95,430.69	138,300.00	-42,869.31	69.00 %
5300 Contractual Services				
5301 Financial Services	27,845.50	25,000.00	2,845.50	111.38 %
5307 Landscape Services	694.35	8,000.00	-7,305.65	8.68 %
5310 Engineering Services		12,000.00	-12,000.00	
5313 Legal Services	59,302.71	50,000.00	9,302.71	118.61 %
5316 Opto Park (Parking Citations)	3,755.45	9,400.00	-5,644.55	39.95 %
5319 Opto Traffic (SS4S) Program	201,540.20	222,000.00	-20,459.80	90.78 %
5320 Opto Traffic Redlight Program		2,500.00	-2,500.00	
5322 Trash & Recycling Services	99,365.00	270,000.00	-170,635.00	36.80 %
5325 Tree Maintenance Services	20,530.00	35,000.00	-14,470.00	58.66 %
5328 Lexipol Services	8,906.00	8,700.00	206.00	102.37 %
5331 Karen Kruger - Atty LEOBR	3,601.00	5,000.00	-1,399.00	72.02 %
5334 Voice Recorder Service Plan		2,200.00	-2,200.00	
6078 Employee Services	26,752.12	13,000.00	13,752.12	205.79 %
Total 5300 Contractual Services	452,292.33	662,800.00	-210,507.67	68.24 %
6000 Operating Expenses				
6082 Other Operating Expenses	480.00		480.00	
Dues/Memberships/Subscriptions/Publications				
6013 Dues/Memberships	15,312.55	17,269.00	-1,956.45	88.67 %
6014 Publications/Subscriptions	22.13		22.13	
Total	15,334.68	17,269.00	-1,934.32	88.80 %
Dues/Memberships/Subscriptions/Publications				
Employee Services				
5040 Employee Recognition	2,634.05	3,000.00	-365.95	87.80 %
5041 Awards & Gifts	624.07		624.07	
6034 Employee Wellness Programs	2,544.13	15,000.00	-12,455.87	16.96 %
6077 New Hire Expenses	3,013.31	4,550.00	-1,536.69	66.23 %
6080 Benevolence & Goodwill	788.69	1,240.00	-451.31	63.60 %
Total Employee Services	9,604.25	23,790.00	-14,185.75	40.37 %
Equipment				
6037 Equipment-Operator for Projects		5,000.00	-5,000.00	
6038 Equipment-Purchases	3,619.37	10,500.00	-6,880.63	34.47 %
6040 Equipment-Rental	20,514.63	12,130.00	8,384.63	169.12 %
6067 Maintenance-Machinery/Equipment	29,292.82	29,000.00	292.82	101.01 %
Total Equipment	53,426.82	56,630.00	-3,203.18	94.34 %
Finance Charges				
6001 Bank Service Fees	777.13	500.00	277.13	155.43 %
6085 Other Services & Charges	1,284.07	600.00	684.07	214.01 %
Total Finance Charges	2,061.20	1,100.00	961.20	187.38 %
Information Technology				
6004 Computer & Software	1,221.71	2,750.00	-1,528.29	44.43 %
6049 Information Technology Services	24,823.54	25,000.00	-176.46	99.29 %
6052 Information Technology-Internet	973.00		973.00	
6053 I-NET Internet Services	9,815.88	9,446.00	369.88	103.92 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6055 Information Technology - Small Purchases	3,014.96	8,864.00	-5,849.04	34.01 %
6100 Software-Licenses and Subscriptions	6,969.42	2,500.00	4,469.42	278.78 %
6103 Software-Maintenance Agreements	577.00	3,877.00	-3,300.00	14.88 %
Total Information Technology	47,395.51	52,437.00	-5,041.49	90.39 %
Insurance Liability				
6058 Insurance- Liability	59,506.13	85,000.00	-25,493.87	70.01 %
Total Insurance Liability	59,506.13	85,000.00	-25,493.87	70.01 %
Meeting Expenses				
6015 Catering & Meals	1,099.00		1,099.00	
Total Meeting Expenses	1,099.00		1,099.00	
Office Supplies				
6124 Supplies-Office	27,461.40	24,740.00	2,721.40	111.00 %
Total Office Supplies	27,461.40	24,740.00	2,721.40	111.00 %
Operating Supplies				
6121 Supplies-Building/Janitorial	2,718.38	1,700.00	1,018.38	159.90 %
6127 Supplies-Operating & Materials	17,033.71	14,900.00	2,133.71	114.32 %
6130 Supplies-Safety Related	820.49	1,680.00	-859.51	48.84 %
6133 Supplies-Hand Tools	250.22	2,000.00	-1,749.78	12.51 %
Total Operating Supplies	20,822.80	20,280.00	542.80	102.68 %
Postage				
6091 Postage-Messenger Services	4,860.77	4,547.00	313.77	106.90 %
Total Postage	4,860.77	4,547.00	313.77	106.90 %
Printing/News Letters/Advertising				
6079 Newsletter (Town Crier)	14,288.97	20,850.00	-6,561.03	68.53 %
6094 Printing & Binding	899.45		899.45	
6097 Public & Legal Notices/Ads	1,981.07	2,000.00	-18.93	99.05 %
Total Printing/News Letters/Advertising	17,169.49	22,850.00	-5,680.51	75.14 %
Site & Building Improvements				
6061 Maintenance-Buildings	10,116.92	1,000.00	9,116.92	1,011.69 %
Total Site & Building Improvements	10,116.92	1,000.00	9,116.92	1,011.69 %
Special Events				
6151 Special Projects & Events	5,592.46	23,700.00	-18,107.54	23.60 %
Total Special Events	5,592.46	23,700.00	-18,107.54	23.60 %
Special Services				
6010 Disposal Services Fees	8,037.78	11,000.00	-2,962.22	73.07 %
6019 Education-Town Cable TV Channel	4,800.00	7,250.00	-2,450.00	66.21 %
6031 Elections	2,079.60	10,271.00	-8,191.40	20.25 %
6076 Mosquito Control Program		1,400.00	-1,400.00	
6088 Park Maintenance & Service		1,550.00	-1,550.00	
6109 Speed Camera - Admin Exp. Current Year	4,500.00	5,000.00	-500.00	90.00 %
6175 Tree Installation Service		7,000.00	-7,000.00	
Total Special Services	19,417.38	43,471.00	-24,053.62	44.67 %
Street Improvements				
6112 Street-Light Fixtures & Repair	446.00	19,684.00	-19,238.00	2.27 %
6118 Street-Signs & Traffic Co	6,933.91	14,735.00	-7,801.09	47.06 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Total Street Improvements	7,379.91	34,419.00	-27,039.09	21.44 %
Telephones & Communications				
6142 Telephone-Air Cards	10,500.02	12,580.00	-2,079.98	83.47 %
6145 Telephone-Land Line	3,524.76		3,524.76	
6148 Telephone-Mobile	15,535.15	20,900.00	-5,364.85	74.33 %
Total Telephones & Communications	29,559.93	33,480.00	-3,920.07	88.29 %
Training & Education				
6016 Education-Conference & Seminar	2,955.00	15,345.00	-12,390.00	19.26 %
6022 Education-Training	6,606.00	27,360.00	-20,754.00	24.14 %
6025 Education-Training Aids	143.00	5,000.00	-4,857.00	2.86 %
6028 Education-Tuition Reimbursement		2,000.00	-2,000.00	
Total Training & Education	9,704.00	49,705.00	-40,001.00	19.52 %
Travel Expenses				
6163 Travel- Mileage Reimbursement	154.00	970.00	-816.00	15.88 %
6166 Travel-Hotel	1,545.33	19,300.00	-17,754.67	8.01 %
6169 Travel - Meals and Incidentals	1,357.13	1,765.00	-407.87	76.89 %
6172 Travel-Transportation		645.00	-645.00	
Total Travel Expenses	3,056.46	22,680.00	-19,623.54	13.48 %
Uniforms				
6056 Body Camera Program	100.00	18,000.00	-17,900.00	0.56 %
6136 Supplies-Special Police	427.20	1,600.00	-1,172.80	26.70 %
6178 Uniforms-Laundry Services	9,323.16	12,110.00	-2,786.84	76.99 %
6181 Uniforms-Police Gear	4,249.45	5,000.00	-750.55	84.99 %
6184 Uniforms-Purchases	7,909.28	15,015.00	-7,105.72	52.68 %
Total Uniforms	22,009.09	51,725.00	-29,715.91	42.55 %
Vehicle and Transportation				
6154 Transportation-Gas & Oil	69,948.02	87,620.00	-17,671.98	79.83 %
6157 Transportation-Vehicles Body Repair	978.34	1,150.00	-171.66	85.07 %
6160 Transportation-Vehicles Maintenance	56,427.07	77,760.00	-21,332.93	72.57 %
Total Vehicle and Transportation	127,353.43	166,530.00	-39,176.57	76.47 %
Total 6000 Operating Expenses	493,411.63	735,353.00	-241,941.37	67.10 %
7000 Other General Expenses				
7004 Building Maintenance		3,500.00	-3,500.00	
7010 Child Care Reimbursement		500.00	-500.00	
7016 Maintenance Buildings		1,100.00	-1,100.00	
7022 Maintenance-Fuel Manage System	2,614.50	4,800.00	-2,185.50	54.47 %
7061 Weather Emergency Events	4,186.51	12,500.00	-8,313.49	33.49 %
7201 Contingency		23,000.00	-23,000.00	
Computer Services				
7055 Website-Domain Names	400.00	500.00	-100.00	80.00 %
7058 Website-Hosting Services	2,806.00	3,500.00	-694.00	80.17 %
Total Computer Services	3,206.00	4,000.00	-794.00	80.15 %
Utilities				
7046 Utilities-Electric Buildings	10,014.63	19,000.00	-8,985.37	52.71 %
7047 Utilities- Electric Street Lights	46,607.13	80,000.00	-33,392.87	58.26 %
7049 Utilities-Gas	8,293.14	11,100.00	-2,806.86	74.71 %
7052 Utilities-Water	7,952.29	6,642.00	1,310.29	119.73 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Total Utilities	72,867.19	116,742.00	-43,874.81	62.42 %
Total 7000 Other General Expenses	82,874.20	166,142.00	-83,267.80	49.88 %
8000 Town Sponsored Events				
8004 Centennial Celebration		1,250.00	-1,250.00	
8007 Children's Events	1,900.00	2,700.00	-800.00	70.37 %
8010 Spring Event	266.77	1,425.00	-1,158.23	18.72 %
8013 Fun Run		2,000.00	-2,000.00	
8016 Holiday Market	4,350.00	4,195.00	155.00	103.69 %
8017 National Night Out	2,163.37	3,450.00	-1,286.63	62.71 %
8019 Riverdale Park Day	3,948.00	5,000.00	-1,052.00	78.96 %
8022 Honoring Veterans	1,582.73	1,500.00	82.73	105.52 %
Total 8000 Town Sponsored Events	14,210.87	21,520.00	-7,309.13	66.04 %
8300 Public Arts Programs				
8301 Jazz on the Lawn	1,200.00	1,200.00	0.00	100.00 %
8304 Summer Movie Nights	112.85	2,000.00	-1,887.15	5.64 %
8825 Farmers Market	10,750.00	15,800.00	-5,050.00	68.04 %
Total 8300 Public Arts Programs	12,062.85	19,000.00	-6,937.15	63.49 %
8500 Public Grants				
8501 Hyattsville CDC		4,000.00	-4,000.00	
8503 Hyattsville CDC Agreement	10,000.00	10,000.00	0.00	100.00 %
8507 Public Arts Programming		1,000.00	-1,000.00	
8509 Community Projects		1,000.00	-1,000.00	
Total 8500 Public Grants	10,000.00	16,000.00	-6,000.00	62.50 %
8700 Municipal Grants				
8701 Fire Department	21,000.00	21,000.00	0.00	100.00 %
Total 8700 Municipal Grants	21,000.00	21,000.00	0.00	100.00 %
8800 Social Concerns				
8801 The Birthday Book Project	915.00	850.00	65.00	107.65 %
8804 RES-Funds for Parent Outreach		650.00	-650.00	
8807 RES-Uniforms for School Students		1,400.00	-1,400.00	
8810 Community Thanksgiving Meal	300.00	300.00	0.00	100.00 %
8813 Doll Program		600.00	-600.00	
8816 Community Coat Drive Donations	600.00	600.00	0.00	100.00 %
8819 Community Crisis Services	607.75	600.00	7.75	101.29 %
8822 Seasonal Gift for Children and Families		550.00	-550.00	
8828 Unallocated Social Concerns		5,000.00	-5,000.00	
Total 8800 Social Concerns	2,422.75	10,550.00	-8,127.25	22.96 %
9000 Marketing, Promotions & Programming				
9004 Marketing & Promotions	1,106.94	15,000.00	-13,893.06	7.38 %
9006 Programming		15,000.00	-15,000.00	
Total 9000 Marketing, Promotions & Programming	1,106.94	30,000.00	-28,893.06	3.69 %
9996 9999-General Government				
99517 Employee Benefits				
99517.2 Health/Life/Disability	7,704.60		7,704.60	
Total 99517 Employee Benefits	7,704.60		7,704.60	
Total 9996 9999-General Government	7,704.60		7,704.60	

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
QuickBooks Payments Fees	29.93		29.93	
Uncategorized Expense	391,543.70		391,543.70	
Total Expenses	\$5,293,047.59	\$6,288,193.00	\$ -995,145.41	84.17 %
NET OPERATING INCOME	\$1,275,230.79	\$0.00	\$1,275,230.79	0.00%
Other Income				
1132 Transfer From General Fund Reserve	-145,637.00		-145,637.00	
1133 Transfer To General Fund Reserve	145,637.00		145,637.00	
CIP - Revenue Unrestricted				
2010 CIP - Unrestricted Revenue	87,496.00		87,496.00	
Total CIP - Revenue Unrestricted	87,496.00		87,496.00	
Debt Service Revenue				
1100 Real Estate Taxes for Debt Serv	216,126.00		216,126.00	
Total Debt Service Revenue	216,126.00		216,126.00	
Health & Wellness Fund				
1415 Health & Wellness Fund Revenue	45,824.14		45,824.14	
Total Health & Wellness Fund	45,824.14		45,824.14	
TIF Revenue				
1170 Real Estate Taxes - TIF Revenue	432,380.32		432,380.32	
Total TIF Revenue	432,380.32		432,380.32	
Transfers to CIP				
1127 Sale of Vehicles	2,878.61		2,878.61	
1130 Transfer to CIP PEG \$	10,785.62		10,785.62	
1131 Transfer to CIP HUR \$	138,655.39		138,655.39	
Total Transfers to CIP	152,319.62		152,319.62	
Total Other Income	\$934,146.08	\$0.00	\$934,146.08	0.00%
Other Expenses				
1200 Capital Improvement Projects				
1202 Site Improvements	55,804.00		55,804.00	
1204 Engineering Cost	9,954.18		9,954.18	
1208 Vehicles & Equipment	178,173.64		178,173.64	
1209 Furniture	934.89		934.89	
1212 Street Furniture	2,760.00		2,760.00	
1220 Equipment	8,400.96		8,400.96	
1223 Bike Path / Lanes Improvements	-20,720.00		-20,720.00	
1230 Information Technology	17,097.86		17,097.86	
1417 Field of Dreams Expense	3,000.00		3,000.00	
Total 1200 Capital Improvement Projects	255,405.53		255,405.53	
1305 Transfer From TIF Admin	55,349.00		55,349.00	
1418 Economic Development Fund - Expenses	24,729.76		24,729.76	
Debt Service				
1105 Principal Loan Payments	118,000.00		118,000.00	
1110 Interest Expense	76,760.13		76,760.13	
Total Debt Service	194,760.13		194,760.13	
TIF Expenses				
1175 Principal Loan Payments	230,796.55		230,796.55	
1180 Interest Expense	116,325.13		116,325.13	

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
1186 MuniCap Fees	9,220.00		9,220.00	
Total TIF Expenses	356,341.68		356,341.68	
Total Other Expenses	\$886,586.10	\$0.00	\$886,586.10	0.00%
NET OTHER INCOME	\$47,559.98	\$0.00	\$47,559.98	0.00%
NET INCOME	\$1,322,790.77	\$0.00	\$1,322,790.77	0.00%



TOWN OF RIVERDALE PARK

DRAFT PROFIT AND LOSS

April 2019

	TOTAL	
	APR 2019	JUL 2018 - APR 2019 (YTD)
Income		
4000 Local Taxes		
4001 Real Estate Taxes		4,149,792.07
4008 Personal Property Tax	101,666.60	452,831.28
4010 Personal Property Tax Prior		-278.00
4012 Local Income Taxes	69,000.78	487,524.55
4014 Operating Tax		193,179.00
4015 Admissions and Amusement Tax		23.15
Total 4000 Local Taxes	170,667.38	5,283,072.05
4100 Licenses & Permits		
4101 Multi-Family Rental License		118,950.00
4104 Single Family Rental License		21,675.00
4106 Rental License Late Fees		60.00
4111 Building Permits	949.90	87,494.79
4113 Business License	350.00	28,989.58
4114 Business License County	17.38	33.47
4115 Parking Permits	200.00	1,675.00
4119 Alarm Registrations & Reductions	1,120.00	1,600.00
Total 4100 Licenses & Permits	2,637.28	260,477.84
4200 Administrative Fees		
4204 Abatement Charges		2,055.00
Total 4200 Administrative Fees		2,055.00
4300 Fines & Forfeitures		
4301 Police Reports	775.00	6,635.00
4304 Vehicle Impounds	4,600.00	28,130.00
4310 Parking Citations	1,625.00	14,752.50
Total 4300 Fines & Forfeitures	7,000.00	49,517.50
4400 Community Safety Programs		
4401 Safe Speed for Students	54,408.75	478,645.00
4402 Safe Speed for Students Prior Years		8,906.30
Total 4400 Community Safety Programs	54,408.75	487,551.30
4500 Intergovernmental Revenues		
4501 Highway User		28,326.33
4504 State Aid Police		125,366.25
4510 Disposal Fee Rebate		8,810.25
Total 4500 Intergovernmental Revenues		162,502.83
4800 Misc. Service/Fee Revenue		
4804 Cable TV - Franchise Fees		69,531.46
4807 Interest Income	1,237.68	51,134.16
4810 Contribution from ACP		20,000.00

	TOTAL	
	APR 2019	JUL 2018 - APR 2019 (YTD)
4813 Miscellaneous	325.00	60,496.50
4823 Transfer from Health and Wellness Fund		121,174.00
4829 Miscellaneous Income	34.40	34.40
4901 Recycled Scrap Metal Revenue	35.25	731.34
Total 4800 Misc. Service/Fee Revenue	1,632.33	323,101.86
Total Income	\$236,345.74	\$6,568,278.38
GROSS PROFIT	\$236,345.74	\$6,568,278.38
Expenses		
5000 Salaries & Wages		
5001 Wages-Full Time	220,208.08	2,110,735.48
5013 Vacation Regular	9,509.08	194,994.72
5016 Sick	8,714.94	122,547.67
5019 Comp Time	2,438.13	21,413.79
5022 Holiday Regular	0.00	47,087.71
5034 Retroactive	31.68	12,818.36
Total 5001 Wages-Full Time	240,901.91	2,509,597.73
5004 Wages-Part-Time	4,000.00	37,134.54
5010 Wages-Interns	405.00	9,017.00
5023 Holiday 1.5		31,379.61
5025 Night Differential	1,497.75	14,860.88
5028 Special Rates	888.42	30,360.91
5031 Bilingual Pay Premium	1,040.00	10,960.00
5037 Uniform Allowance		6,280.00
5046 Stipend Individual		-500.00
Bilingual		-560.00
Wages		
Holiday Pay		-4,509.88
Total Wages		-4,509.88
Total 5000 Salaries & Wages	248,733.08	2,644,020.79
5100 Employee Benefits		
5101 Insurance-Workers Compensation	10,849.00	97,641.00
5104 Insurance-Medical (75%)	30,444.08	256,953.10
5107 Insurance-Medical (100%)	4,065.58	42,632.44
5113 Insurance-Life	737.87	17,047.33
5119 Insurance-Long Term Disability		8,755.59
5120 AD&D		969.22
5121 Golds Gym	110.88	934.56
5122 Payroll Taxes	19,584.60	210,201.69
5125 Retirement-Defined Contribution	4,024.48	115,436.69
5128 Retirement-Defined Benefits	25,191.93	299,713.05
66000 Payroll Expenses	1,106.95	5,055.69
Total 5100 Employee Benefits	96,115.37	1,055,340.36
5118 MD Unemployment Insurance		9,595.95
5200 Overtime Premiums		
5201 Overtime Premium	12,708.57	95,430.69
Total 5200 Overtime Premiums	12,708.57	95,430.69
5300 Contractual Services		

	TOTAL	
	APR 2019	JUL 2018 - APR 2019 (YTD)
5301 Financial Services	5,207.60	27,845.50
5307 Landscape Services	394.35	694.35
5313 Legal Services	192.50	59,302.71
5316 Opto Park (Parking Citations)	387.50	3,755.45
5319 Opto Traffic (SS4S) Program	15,784.00	201,540.20
5322 Trash & Recycling Services		99,365.00
5325 Tree Maintenance Services		20,530.00
5328 Lexipol Services		8,906.00
5331 Karen Kruger - Atty LEOBR		3,601.00
6078 Employee Services	862.11	26,752.12
Total 5300 Contractual Services	22,828.06	452,292.33
6000 Operating Expenses		
6082 Other Operating Expenses		480.00
Dues/Memberships/Subscriptions/Publications		
6013 Dues/Memberships		15,312.55
6014 Publications/Subscriptions		22.13
Total Dues/Memberships/Subscriptions/Publications		15,334.68
Employee Services		
5040 Employee Recognition	115.31	2,634.05
5041 Awards & Gifts		624.07
6034 Employee Wellness Programs	251.91	2,544.13
6077 New Hire Expenses	82.29	3,013.31
6080 Benevolence & Goodwill		788.69
Total Employee Services	449.51	9,604.25
Equipment		
6038 Equipment-Purchases		3,619.37
6040 Equipment-Rental	2,429.83	20,514.63
6067 Maintenance-Machinery/Equipment	15,233.23	29,292.82
Total Equipment	17,663.06	53,426.82
Finance Charges		
6001 Bank Service Fees	52.50	777.13
6085 Other Services & Charges		1,284.07
Total Finance Charges	52.50	2,061.20
Information Technology		
6004 Computer & Software	618.91	1,221.71
6049 Information Technology Services	2,557.76	24,823.54
6052 Information Technology-Internet		973.00
6053 I-NET Internet Services	1,027.85	9,815.88
6055 Information Technology - Small Purchases		3,014.96
6100 Software-Licenses and Subscriptions	342.88	6,969.42
6103 Software-Maintenance Agreements		577.00
Total Information Technology	4,547.40	47,395.51
Insurance Liability		
6058 Insurance- Liability		59,506.13
Total Insurance Liability		59,506.13
Meeting Expenses		
6015 Catering & Meals		1,099.00

	TOTAL	
	APR 2019	JUL 2018 - APR 2019 (YTD)
Total Meeting Expenses		1,099.00
Office Supplies		
6124 Supplies-Office	687.35	27,461.40
Total Office Supplies	687.35	27,461.40
Operating Supplies		
6121 Supplies-Building/Janitorial	471.30	2,718.38
6127 Supplies-Operating & Materials	1,398.92	17,033.71
6130 Supplies-Safety Related		820.49
6133 Supplies-Hand Tools		250.22
Total Operating Supplies	1,870.22	20,822.80
Postage		
6091 Postage-Messenger Services	1,521.79	4,860.77
Total Postage	1,521.79	4,860.77
Printing/News Letters/Advertising		
6079 Newsletter (Town Crier)	2,015.62	14,288.97
6094 Printing & Binding	899.45	899.45
6097 Public & Legal Notices/Ads	266.70	1,981.07
Total Printing/News Letters/Advertising	3,181.77	17,169.49
Site & Building Improvements		
6061 Maintenance-Buildings	1,578.00	10,116.92
Total Site & Building Improvements	1,578.00	10,116.92
Special Events		
6151 Special Projects & Events		5,592.46
Total Special Events		5,592.46
Special Services		
6010 Disposal Services Fees	169.25	8,037.78
6019 Education-Town Cable TV Channel	1,550.00	4,800.00
6031 Elections		2,079.60
6109 Speed Camera - Admin Exp. Current Year		4,500.00
Total Special Services	1,719.25	19,417.38
Street Improvements		
6112 Street-Light Fixtures & Repair		446.00
6118 Street-Signs & Traffic Co		6,933.91
Total Street Improvements		7,379.91
Telephones & Communications		
6142 Telephone-Air Cards		10,500.02
6145 Telephone-Land Line		3,524.76
6148 Telephone-Mobile	150.72	15,535.15
Total Telephones & Communications	150.72	29,559.93
Training & Education		
6016 Education-Conference & Seminar		2,955.00
6022 Education-Training	503.40	6,606.00
6025 Education-Training Aids		143.00
Total Training & Education	503.40	9,704.00
Travel Expenses		
6163 Travel- Mileage Reimbursement		154.00
6166 Travel-Hotel	204.03	1,545.33

	TOTAL	
	APR 2019	JUL 2018 - APR 2019 (YTD)
6169 Travel - Meals and Incidentals	628.25	1,357.13
Total Travel Expenses	832.28	3,056.46
Uniforms		
6056 Body Camera Program		100.00
6136 Supplies-Special Police		427.20
6178 Uniforms-Laundry Services	414.66	9,323.16
6181 Uniforms-Police Gear	2,779.45	4,249.45
6184 Uniforms-Purchases	303.90	7,909.28
Total Uniforms	3,498.01	22,009.09
Vehicle and Transportation		
6154 Transportation-Gas & Oil	4,743.00	69,948.02
6157 Transportation-Vehicles Body Repair		978.34
6160 Transportation-Vehicles Maintenance	5,318.69	56,427.07
Total Vehicle and Transportation	10,061.69	127,353.43
Total 6000 Operating Expenses	48,316.95	493,411.63
7000 Other General Expenses		
7022 Maintenance-Fuel Manage System	400.00	2,614.50
7061 Weather Emergency Events		4,186.51
Computer Services		
7055 Website-Domain Names		400.00
7058 Website-Hosting Services		2,806.00
Total Computer Services		3,206.00
Utilities		
7046 Utilities-Electric Buildings		10,014.63
7047 Utilities- Electric Street Lights	4,138.82	46,607.13
7049 Utilities-Gas	1,282.16	8,293.14
7052 Utilities-Water	939.80	7,952.29
Total Utilities	6,360.78	72,867.19
Total 7000 Other General Expenses	6,760.78	82,874.20
8000 Town Sponsored Events		
8007 Children's Events		1,900.00
8010 Spring Event		266.77
8016 Holiday Market		4,350.00
8017 National Night Out		2,163.37
8019 Riverdale Park Day		3,948.00
8022 Honoring Veterans		1,582.73
Total 8000 Town Sponsored Events		14,210.87
8300 Public Arts Programs		
8301 Jazz on the Lawn		1,200.00
8304 Summer Movie Nights		112.85
8825 Farmers Market	1,075.00	10,750.00
Total 8300 Public Arts Programs	1,075.00	12,062.85
8500 Public Grants		
8503 Hyattsville CDC Agreement		10,000.00
Total 8500 Public Grants		10,000.00
8700 Municipal Grants		
8701 Fire Department		21,000.00

	TOTAL	
	APR 2019	JUL 2018 - APR 2019 (YTD)
Total 8700 Municipal Grants		21,000.00
8800 Social Concerns		
8801 The Birthday Book Project		915.00
8810 Community Thanksgiving Meal		300.00
8816 Community Coat Drive Donations		600.00
8819 Community Crisis Services		607.75
Total 8800 Social Concerns		2,422.75
9000 Marketing, Promotions & Programming		
9004 Marketing & Promotions		1,106.94
Total 9000 Marketing, Promotions & Programming		1,106.94
9996 9999-General Government		
99516 Insurance (All Depts.)		0.00
99517 Employee Benefits		
99517.2 Health/Life/Disability	7,704.60	7,704.60
Total 99517 Employee Benefits	7,704.60	7,704.60
Total 9996 9999-General Government	7,704.60	7,704.60
9999 9999-Economic Development		0.00
QuickBooks Payments Fees	29.93	29.93
Reimbursements		0.00
Uncategorized Expense	250,165.25	391,543.70
Total Expenses	\$694,437.59	\$5,293,047.59
NET OPERATING INCOME	\$ -458,091.85	\$1,275,230.79
Other Income		
1132 Transfer From General Fund Reserve		-145,637.00
1133 Transfer To General Fund Reserve		145,637.00
CIP - Revenue		
1156 CIP General		0.00
Total CIP - Revenue		0.00
CIP - Revenue Unrestricted		
2010 CIP - Unrestricted Revenue		87,496.00
Total CIP - Revenue Unrestricted		87,496.00
Debt Service Revenue		
1100 Real Estate Taxes for Debt Serv		216,126.00
Total Debt Service Revenue		216,126.00
Economic Development Fund		
1169 Economic Development Fund		0.00
Total Economic Development Fund		0.00
General Fund Reserve		0.00
Health & Wellness Fund		
1415 Health & Wellness Fund Revenue		45,824.14
Total Health & Wellness Fund		45,824.14
TIF Administrative Expense Fund		0.00
TIF Revenue		
1170 Real Estate Taxes - TIF Revenue		432,380.32
Total TIF Revenue		432,380.32
Transfers to CIP		

	TOTAL	
	APR 2019	JUL 2018 - APR 2019 (YTD)
1127 Sale of Vehicles		2,878.61
1130 Transfer to CIP PEG \$		10,785.62
1131 Transfer to CIP HUR \$		138,655.39
Total Transfers to CIP		152,319.62
Total Other Income	\$0.00	\$934,146.08
Other Expenses		
1200 Capital Improvement Projects		
1202 Site Improvements		55,804.00
1204 Engineering Cost		9,954.18
1208 Vehicles & Equipment		178,173.64
1209 Furniture		934.89
1212 Street Furniture		2,760.00
1220 Equipment		8,400.96
1223 Bike Path / Lanes Improvements		-20,720.00
1225 Playgrounds		0.00
1230 Information Technology		17,097.86
1417 Field of Dreams Expense		3,000.00
Total 1200 Capital Improvement Projects		255,405.53
1305 Transfer From TIF Admin		55,349.00
1418 Economic Development Fund - Expenses	1,000.00	24,729.76
Debt Service		
1105 Principal Loan Payments		118,000.00
1110 Interest Expense		76,760.13
Total Debt Service		194,760.13
TIF Expenses		
1175 Principal Loan Payments		230,796.55
1180 Interest Expense		116,325.13
1186 MuniCap Fees	1,225.00	9,220.00
Total TIF Expenses	1,225.00	356,341.68
Total Other Expenses	\$2,225.00	\$886,586.10
NET OTHER INCOME	\$ -2,225.00	\$47,559.98
NET INCOME	\$ -460,316.85	\$1,322,790.77



TOWN OF RIVERDALE PARK

FINAL BUDGET VS. ACTUALS

July 2018 - March 2019

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
4000 Local Taxes				
4001 Real Estate Taxes	4,149,792.07	4,100,000.00	49,792.07	101.21 %
4008 Personal Property Tax	351,164.68	303,000.00	48,164.68	115.90 %
4010 Personal Property Tax Prior	-278.00	-7,500.00	7,222.00	3.71 %
4012 Local Income Taxes	418,523.77	515,000.00	-96,476.23	81.27 %
4014 Operating Tax	193,179.00	166,000.00	27,179.00	116.37 %
4015 Admissions and Amusement Tax	23.15	500.00	-476.85	4.63 %
Total 4000 Local Taxes	5,112,404.67	5,077,000.00	35,404.67	100.70 %
4100 Licenses & Permits				
4101 Multi-Family Rental License	118,950.00	108,025.00	10,925.00	110.11 %
4104 Single Family Rental License	21,675.00	31,000.00	-9,325.00	69.92 %
4106 Rental License Late Fees	60.00	1,600.00	-1,540.00	3.75 %
4111 Building Permits	86,544.89	60,000.00	26,544.89	144.24 %
4113 Business License	28,639.58	38,800.00	-10,160.42	73.81 %
4114 Business License County	16.09		16.09	
4115 Parking Permits	1,475.00	500.00	975.00	295.00 %
4119 Alarm Registrations & Reductions	480.00	3,460.00	-2,980.00	13.87 %
Total 4100 Licenses & Permits	257,840.56	243,385.00	14,455.56	105.94 %
4200 Administrative Fees				
4204 Abatement Charges	2,055.00	1,000.00	1,055.00	205.50 %
4207 Municipal Infractions		2,000.00	-2,000.00	
4210 Flagging Receipts (MVA Flag)		750.00	-750.00	
Total 4200 Administrative Fees	2,055.00	3,750.00	-1,695.00	54.80 %
4300 Fines & Forfeitures				
4301 Police Reports	5,860.00	6,500.00	-640.00	90.15 %
4304 Vehicle Impounds	23,530.00	30,000.00	-6,470.00	78.43 %
4310 Parking Citations	13,127.50	18,000.00	-4,872.50	72.93 %
Total 4300 Fines & Forfeitures	42,517.50	54,500.00	-11,982.50	78.01 %
4400 Community Safety Programs				
4401 Safe Speed for Students	424,236.25	510,203.00	-85,966.75	83.15 %
4402 Safe Speed for Students Prior Years	8,906.30	10,000.00	-1,093.70	89.06 %
4403 Automated Red Light Enforcement		7,500.00	-7,500.00	
Total 4400 Community Safety Programs	433,142.55	527,703.00	-94,560.45	82.08 %
4500 Intergovernmental Revenues				
4501 Highway User	28,326.33	40,000.00	-11,673.67	70.82 %
4504 State Aid Police	125,366.25	167,155.00	-41,788.75	75.00 %
4507 Financial Corp		11,000.00	-11,000.00	
4510 Disposal Fee Rebate	8,810.25	13,500.00	-4,689.75	65.26 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Total 4500 Intergovernmental Revenues	162,502.83	231,655.00	-69,152.17	70.15 %
4800 Misc. Service/Fee Revenue				
1304 Health and Wellness Transfer-In		25,200.00	-25,200.00	
4801 Cable TV - Public Ed & Gov		68,500.00	-68,500.00	
4804 Cable TV - Franchise Fees	69,531.46		69,531.46	
4807 Interest Income	49,896.48	24,000.00	25,896.48	207.90 %
4810 Contribution from ACP	20,000.00	20,000.00	0.00	100.00 %
4813 Miscellaneous	60,171.50	12,500.00	47,671.50	481.37 %
4823 Transfer from Health and Welness Fund	121,174.00		121,174.00	
4901 Recycled Scrap Metal Revenue	696.09		696.09	
Total 4800 Misc. Service/Fee Revenue	321,469.53	150,200.00	171,269.53	214.03 %
Total Income	\$6,331,932.64	\$6,288,193.00	\$43,739.64	100.70 %
GROSS PROFIT	\$6,331,932.64	\$6,288,193.00	\$43,739.64	100.70 %
Expenses				
5000 Salaries & Wages				
5001 Wages-Full Time	1,890,527.40	3,105,288.00	-1,214,760.60	60.88 %
5013 Vacation Regular	185,485.64		185,485.64	
5016 Sick	113,832.73		113,832.73	
5019 Comp Time	18,975.66	17,500.00	1,475.66	108.43 %
5022 Holiday Regular	47,087.71		47,087.71	
5034 Retroactive	12,786.68		12,786.68	
Total 5001 Wages-Full Time	2,268,695.82	3,122,788.00	-854,092.18	72.65 %
5004 Wages-Part-Time	33,134.54	48,000.00	-14,865.46	69.03 %
5010 Wages-Interns	8,612.00	4,000.00	4,612.00	215.30 %
5023 Holiday 1.5	31,379.61		31,379.61	
5025 Night Differential	13,363.13	19,500.00	-6,136.87	68.53 %
5028 Special Rates	29,472.49	31,000.00	-1,527.51	95.07 %
5031 Bilingual Pay Premium	9,920.00	18,720.00	-8,800.00	52.99 %
5037 Uniform Allowance	6,280.00	14,080.00	-7,800.00	44.60 %
5046 Stipend Individual	-500.00	9,342.00	-9,842.00	-5.35 %
Bilingual	-560.00		-560.00	
Wages				
Holiday Pay	-4,509.88		-4,509.88	
Total Wages	-4,509.88		-4,509.88	
Total 5000 Salaries & Wages	2,395,287.71	3,267,430.00	-872,142.29	73.31 %
5100 Employee Benefits				
5101 Insurance-Workers Compensation	86,792.00	133,179.00	-46,387.00	65.17 %
5104 Insurance-Medical (75%)	226,509.02	339,949.00	-113,439.98	66.63 %
5107 Insurance-Medical (100%)	38,566.86	27,124.00	11,442.86	142.19 %
5113 Insurance-Life	16,309.46	15,110.00	1,199.46	107.94 %
5119 Insurance-Long Term Disability	8,755.59	13,547.00	-4,791.41	64.63 %
5120 AD&D	969.22	2,000.00	-1,030.78	48.46 %
5121 Golds Gym	823.68		823.68	
5122 Payroll Taxes	190,617.09	245,659.00	-55,041.91	77.59 %
5125 Retirement-Defined Contribution	111,412.21	72,123.00	39,289.21	154.48 %
5128 Retirement-Defined Benefits	274,521.12	351,407.00	-76,885.88	78.12 %
66000 Payroll Expenses	3,948.74		3,948.74	

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Total 5100 Employee Benefits	959,224.99	1,200,098.00	-240,873.01	79.93 %
5118 MD Unemployment Insurance	9,595.95		9,595.95	
5200 Overtime Premiums				
5201 Overtime Premium	82,722.12	138,300.00	-55,577.88	59.81 %
Total 5200 Overtime Premiums	82,722.12	138,300.00	-55,577.88	59.81 %
5300 Contractual Services				
5301 Financial Services	22,637.90	25,000.00	-2,362.10	90.55 %
5307 Landscape Services	300.00	8,000.00	-7,700.00	3.75 %
5310 Engineering Services		12,000.00	-12,000.00	
5313 Legal Services	59,110.21	50,000.00	9,110.21	118.22 %
5316 Opto Park (Parking Citations)	3,367.95	9,400.00	-6,032.05	35.83 %
5319 Opto Traffic (SS4S) Program	185,756.20	222,000.00	-36,243.80	83.67 %
5320 Opto Traffic Redlight Program		2,500.00	-2,500.00	
5322 Trash & Recycling Services	99,365.00	270,000.00	-170,635.00	36.80 %
5325 Tree Maintenance Services	20,530.00	35,000.00	-14,470.00	58.66 %
5328 Lexipol Services	8,906.00	8,700.00	206.00	102.37 %
5331 Karen Kruger - Atty LEOBR	3,601.00	5,000.00	-1,399.00	72.02 %
5334 Voice Recorder Service Plan		2,200.00	-2,200.00	
6078 Employee Services	25,890.01	13,000.00	12,890.01	199.15 %
Total 5300 Contractual Services	429,464.27	662,800.00	-233,335.73	64.80 %
6000 Operating Expenses				
6082 Other Operating Expenses	480.00		480.00	
Dues/Memberships/Subscriptions/Publications				
6013 Dues/Memberships	15,312.55	17,269.00	-1,956.45	88.67 %
6014 Publications/Subscriptions	22.13		22.13	
Total Dues/Memberships/Subscriptions/Publications	15,334.68	17,269.00	-1,934.32	88.80 %
Employee Services				
5040 Employee Recognition	2,518.74	3,000.00	-481.26	83.96 %
5041 Awards & Gifts	624.07		624.07	
6034 Employee Wellness Programs	2,292.22	15,000.00	-12,707.78	15.28 %
6077 New Hire Expenses	2,931.02	4,550.00	-1,618.98	64.42 %
6080 Benevolence & Goodwill	788.69	1,240.00	-451.31	63.60 %
Total Employee Services	9,154.74	23,790.00	-14,635.26	38.48 %
Equipment				
6037 Equipment-Operator for Projects		5,000.00	-5,000.00	
6038 Equipment-Purchases	3,619.37	10,500.00	-6,880.63	34.47 %
6040 Equipment-Rental	18,084.80	12,130.00	5,954.80	149.09 %
6067 Maintenance-Machinery/Equipment	14,059.59	29,000.00	-14,940.41	48.48 %
Total Equipment	35,763.76	56,630.00	-20,866.24	63.15 %
Finance Charges				
6001 Bank Service Fees	724.63	500.00	224.63	144.93 %
6085 Other Services & Charges	1,284.07	600.00	684.07	214.01 %
Total Finance Charges	2,008.70	1,100.00	908.70	182.61 %
Information Technology				
6004 Computer & Software	602.80	2,750.00	-2,147.20	21.92 %
6049 Information Technology Services	22,265.78	25,000.00	-2,734.22	89.06 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6052 Information Technology-Internet	973.00		973.00	
6053 I-NET Internet Services	8,788.03	9,446.00	-657.97	93.03 %
6055 Information Technology - Small Purchases	3,014.96	8,864.00	-5,849.04	34.01 %
6100 Software-Licenses and Subscriptions	6,626.54	2,500.00	4,126.54	265.06 %
6103 Software-Maintenance Agreements	577.00	3,877.00	-3,300.00	14.88 %
Total Information Technology	42,848.11	52,437.00	-9,588.89	81.71 %
Insurance Liability				
6058 Insurance- Liability	59,506.13	85,000.00	-25,493.87	70.01 %
Total Insurance Liability	59,506.13	85,000.00	-25,493.87	70.01 %
Meeting Expenses				
6015 Catering & Meals	1,099.00		1,099.00	
Total Meeting Expenses	1,099.00		1,099.00	
Office Supplies				
6124 Supplies-Office	26,774.05	24,740.00	2,034.05	108.22 %
Total Office Supplies	26,774.05	24,740.00	2,034.05	108.22 %
Operating Supplies				
6121 Supplies-Building/Janitorial	2,247.08	1,700.00	547.08	132.18 %
6127 Supplies-Operating & Materials	15,634.79	14,900.00	734.79	104.93 %
6130 Supplies-Safety Related	820.49	1,680.00	-859.51	48.84 %
6133 Supplies-Hand Tools	250.22	2,000.00	-1,749.78	12.51 %
Total Operating Supplies	18,952.58	20,280.00	-1,327.42	93.45 %
Postage				
6091 Postage-Messenger Services	3,338.98	4,547.00	-1,208.02	73.43 %
Total Postage	3,338.98	4,547.00	-1,208.02	73.43 %
Printing/News Letters/Advertising				
6079 Newsletter (Town Crier)	12,273.35	20,850.00	-8,576.65	58.86 %
6097 Public & Legal Notices/Ads	1,714.37	2,000.00	-285.63	85.72 %
Total Printing/News Letters/Advertising	13,987.72	22,850.00	-8,862.28	61.22 %
Site & Building Improvements				
6061 Maintenance-Buildings	8,538.92	1,000.00	7,538.92	853.89 %
Total Site & Building Improvements	8,538.92	1,000.00	7,538.92	853.89 %
Special Events				
6151 Special Projects & Events	5,592.46	23,700.00	-18,107.54	23.60 %
Total Special Events	5,592.46	23,700.00	-18,107.54	23.60 %
Special Services				
6010 Disposal Services Fees	7,868.53	11,000.00	-3,131.47	71.53 %
6019 Education-Town Cable TV Channel	3,250.00	7,250.00	-4,000.00	44.83 %
6031 Elections	2,079.60	10,271.00	-8,191.40	20.25 %
6076 Mosquito Control Program		1,400.00	-1,400.00	
6088 Park Maintenance & Service		1,550.00	-1,550.00	
6109 Speed Camera - Admin Exp. Current Year	4,500.00	5,000.00	-500.00	90.00 %
6175 Tree Installation Service		7,000.00	-7,000.00	
Total Special Services	17,698.13	43,471.00	-25,772.87	40.71 %
Street Improvements				

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6112 Street-Light Fixtures & Repair	446.00	19,684.00	-19,238.00	2.27 %
6118 Street-Signs & Traffic Co	6,933.91	14,735.00	-7,801.09	47.06 %
Total Street Improvements	7,379.91	34,419.00	-27,039.09	21.44 %
Telephones & Communications				
6142 Telephone-Air Cards	10,500.02	12,580.00	-2,079.98	83.47 %
6145 Telephone-Land Line	3,524.76		3,524.76	
6148 Telephone-Mobile	15,384.43	20,900.00	-5,515.57	73.61 %
Total Telephones & Communications	29,409.21	33,480.00	-4,070.79	87.84 %
Training & Education				
6016 Education-Conference & Seminar	2,955.00	15,345.00	-12,390.00	19.26 %
6022 Education-Training	6,102.60	27,360.00	-21,257.40	22.30 %
6025 Education-Training Aids	143.00	5,000.00	-4,857.00	2.86 %
6028 Education-Tuition Reimbursement		2,000.00	-2,000.00	
Total Training & Education	9,200.60	49,705.00	-40,504.40	18.51 %
Travel Expenses				
6163 Travel- Mileage Reimbursement	154.00	970.00	-816.00	15.88 %
6166 Travel-Hotel	1,341.30	19,300.00	-17,958.70	6.95 %
6169 Travel - Meals and Incidentals	728.88	1,765.00	-1,036.12	41.30 %
6172 Travel-Transportation		645.00	-645.00	
Total Travel Expenses	2,224.18	22,680.00	-20,455.82	9.81 %
Uniforms				
6056 Body Camera Program	100.00	18,000.00	-17,900.00	0.56 %
6136 Supplies-Special Police	427.20	1,600.00	-1,172.80	26.70 %
6178 Uniforms-Laundry Services	8,908.50	12,110.00	-3,201.50	73.56 %
6181 Uniforms-Police Gear	1,470.00	5,000.00	-3,530.00	29.40 %
6184 Uniforms-Purchases	7,605.38	15,015.00	-7,409.62	50.65 %
Total Uniforms	18,511.08	51,725.00	-33,213.92	35.79 %
Vehicle and Transportation				
6154 Transportation-Gas & Oil	65,205.02	87,620.00	-22,414.98	74.42 %
6157 Transportation-Vehicles Body Repair	978.34	1,150.00	-171.66	85.07 %
6160 Transportation-Vehicles Maintenance	51,108.38	77,760.00	-26,651.62	65.73 %
Total Vehicle and Transportation	117,291.74	166,530.00	-49,238.26	70.43 %
Total 6000 Operating Expenses	445,094.68	735,353.00	-290,258.32	60.53 %
7000 Other General Expenses				
7004 Building Maintenance		3,500.00	-3,500.00	
7010 Child Care Reimbursement		500.00	-500.00	
7016 Maintenance Buildings		1,100.00	-1,100.00	
7022 Maintenance-Fuel Manage System	2,214.50	4,800.00	-2,585.50	46.14 %
7061 Weather Emergency Events	4,186.51	12,500.00	-8,313.49	33.49 %
7201 Contingency		23,000.00	-23,000.00	
Computer Services				
7055 Website-Domain Names	400.00	500.00	-100.00	80.00 %
7058 Website-Hosting Services	2,806.00	3,500.00	-694.00	80.17 %
Total Computer Services	3,206.00	4,000.00	-794.00	80.15 %
Utilities				
7046 Utilities-Electric Buildings	10,014.63	19,000.00	-8,985.37	52.71 %
7047 Utilities- Electric Street Lights	42,468.31	80,000.00	-37,531.69	53.09 %

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
7049 Utilities-Gas	7,010.98	11,100.00	-4,089.02	63.16 %
7052 Utilities-Water	7,012.49	6,642.00	370.49	105.58 %
Total Utilities	66,506.41	116,742.00	-50,235.59	56.97 %
Total 7000 Other General Expenses	76,113.42	166,142.00	-90,028.58	45.81 %
8000 Town Sponsored Events				
8004 Centennial Celebration		1,250.00	-1,250.00	
8007 Children's Events	1,900.00	2,700.00	-800.00	70.37 %
8010 Spring Event	266.77	1,425.00	-1,158.23	18.72 %
8013 Fun Run		2,000.00	-2,000.00	
8016 Holiday Market	4,350.00	4,195.00	155.00	103.69 %
8017 National Night Out	2,163.37	3,450.00	-1,286.63	62.71 %
8019 Riverdale Park Day	3,948.00	5,000.00	-1,052.00	78.96 %
8022 Honoring Veterans	1,582.73	1,500.00	82.73	105.52 %
Total 8000 Town Sponsored Events	14,210.87	21,520.00	-7,309.13	66.04 %
8300 Public Arts Programs				
8301 Jazz on the Lawn	1,200.00	1,200.00	0.00	100.00 %
8304 Summer Movie Nights	112.85	2,000.00	-1,887.15	5.64 %
8825 Farmers Market	9,675.00	15,800.00	-6,125.00	61.23 %
Total 8300 Public Arts Programs	10,987.85	19,000.00	-8,012.15	57.83 %
8500 Public Grants				
8501 Hyattsville CDC		4,000.00	-4,000.00	
8503 Hyattsville CDC Agreement	10,000.00	10,000.00	0.00	100.00 %
8507 Public Arts Programming		1,000.00	-1,000.00	
8509 Community Projects		1,000.00	-1,000.00	
Total 8500 Public Grants	10,000.00	16,000.00	-6,000.00	62.50 %
8700 Municipal Grants				
8701 Fire Department	21,000.00	21,000.00	0.00	100.00 %
Total 8700 Municipal Grants	21,000.00	21,000.00	0.00	100.00 %
8800 Social Concerns				
8801 The Birthday Book Project	915.00	850.00	65.00	107.65 %
8804 RES-Funds for Parent Outreach		650.00	-650.00	
8807 RES-Uniforms for School Students		1,400.00	-1,400.00	
8810 Community Thanksgiving Meal	300.00	300.00	0.00	100.00 %
8813 Doll Program		600.00	-600.00	
8816 Community Coat Drive Donations	600.00	600.00	0.00	100.00 %
8819 Community Crisis Services	607.75	600.00	7.75	101.29 %
8822 Seasonal Gift for Children and Families		550.00	-550.00	
8828 Unallocated Social Concerns		5,000.00	-5,000.00	
Total 8800 Social Concerns	2,422.75	10,550.00	-8,127.25	22.96 %
9000 Marketing, Promotions & Programming				
9004 Marketing & Promotions	1,106.94	15,000.00	-13,893.06	7.38 %
9006 Programming		15,000.00	-15,000.00	
Total 9000 Marketing, Promotions & Programming	1,106.94	30,000.00	-28,893.06	3.69 %
Uncategorized Expense	141,378.45		141,378.45	
Total Expenses	\$4,598,610.00	\$6,288,193.00	\$ -1,689,583.00	73.13 %
NET OPERATING INCOME	\$1,733,322.64	\$0.00	\$1,733,322.64	0.00%

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Other Income				
1132 Transfer From General Fund Reserve	-145,637.00		-145,637.00	
1133 Transfer To General Fund Reserve	145,637.00		145,637.00	
CIP - Revenue Unrestricted				
2010 CIP - Unrestricted Revenue	87,496.00		87,496.00	
Total CIP - Revenue Unrestricted	87,496.00		87,496.00	
Debt Service Revenue				
1100 Real Estate Taxes for Debt Serv	216,126.00		216,126.00	
Total Debt Service Revenue	216,126.00		216,126.00	
Health & Wellness Fund				
1415 Health & Wellness Fund Revenue	45,824.14		45,824.14	
Total Health & Wellness Fund	45,824.14		45,824.14	
TIF Revenue				
1170 Real Estate Taxes - TIF Revenue	432,380.32		432,380.32	
Total TIF Revenue	432,380.32		432,380.32	
Transfers to CIP				
1127 Sale of Vehicles	2,878.61		2,878.61	
1130 Transfer to CIP PEG \$	10,785.62		10,785.62	
1131 Transfer to CIP HUR \$	138,655.39		138,655.39	
Total Transfers to CIP	152,319.62		152,319.62	
Total Other Income	\$934,146.08	\$0.00	\$934,146.08	0.00%
Other Expenses				
1200 Capital Improvement Projects				
1202 Site Improvements	55,804.00		55,804.00	
1204 Engineering Cost	9,954.18		9,954.18	
1208 Vehicles & Equipment	178,173.64		178,173.64	
1209 Furniture	934.89		934.89	
1212 Street Furniture	2,760.00		2,760.00	
1220 Equipment	8,400.96		8,400.96	
1223 Bike Path / Lanes Improvements	-20,720.00		-20,720.00	
1230 Information Technology	17,097.86		17,097.86	
1417 Field of Dreams Expense	3,000.00		3,000.00	
Total 1200 Capital Improvement Projects	255,405.53		255,405.53	
1305 Transfer From TIF Admin	55,349.00		55,349.00	
1418 Economic Development Fund - Expenses	23,729.76		23,729.76	
Debt Service				
1105 Principal Loan Payments	118,000.00		118,000.00	
1110 Interest Expense	76,760.13		76,760.13	
Total Debt Service	194,760.13		194,760.13	
TIF Expenses				
1175 Principal Loan Payments	230,796.55		230,796.55	
1180 Interest Expense	116,325.13		116,325.13	
1186 MuniCap Fees	7,995.00		7,995.00	
Total TIF Expenses	355,116.68		355,116.68	
Total Other Expenses	\$884,361.10	\$0.00	\$884,361.10	0.00%

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
NET OTHER INCOME	\$49,784.98	\$0.00	\$49,784.98	0.00%
NET INCOME	\$1,783,107.62	\$0.00	\$1,783,107.62	0.00%



TOWN OF RIVERDALE PARK

FINAL PROFIT AND LOSS

March 2019

	TOTAL	
	MAR 2019	JUL 2018 - MAR 2019 (YTD)
Income		
4000 Local Taxes		
4001 Real Estate Taxes		4,149,792.07
4008 Personal Property Tax	12,861.76	351,164.68
4010 Personal Property Tax Prior		-278.00
4012 Local Income Taxes	22,795.86	418,523.77
4014 Operating Tax		193,179.00
4015 Admissions and Amusement Tax		23.15
Total 4000 Local Taxes	35,657.62	5,112,404.67
4100 Licenses & Permits		
4101 Multi-Family Rental License	50.00	118,950.00
4104 Single Family Rental License	800.00	21,675.00
4106 Rental License Late Fees		60.00
4111 Building Permits	840.44	86,544.89
4113 Business License		28,639.58
4114 Business License County	16.09	16.09
4115 Parking Permits	750.00	1,475.00
4119 Alarm Registrations & Reductions	200.00	480.00
Total 4100 Licenses & Permits	2,656.53	257,840.56
4200 Administrative Fees		
4204 Abatement Charges		2,055.00
Total 4200 Administrative Fees		2,055.00
4300 Fines & Forfeitures		
4301 Police Reports	1,000.00	5,860.00
4304 Vehicle Impounds	4,150.00	23,530.00
4310 Parking Citations	1,250.00	13,127.50
Total 4300 Fines & Forfeitures	6,400.00	42,517.50
4400 Community Safety Programs		
4401 Safe Speed for Students	65,656.25	424,236.25
4402 Safe Speed for Students Prior Years	355.00	8,906.30
Total 4400 Community Safety Programs	66,011.25	433,142.55
4500 Intergovernmental Revenues		
4501 Highway User		28,326.33
4504 State Aid Police	41,788.75	125,366.25
4510 Disposal Fee Rebate		8,810.25
Total 4500 Intergovernmental Revenues	41,788.75	162,502.83
4800 Misc. Service/Fee Revenue		
4804 Cable TV - Franchise Fees		69,531.46
4807 Interest Income	5,715.74	49,896.48
4810 Contribution from ACP		20,000.00

	TOTAL	
	MAR 2019	JUL 2018 - MAR 2019 (YTD)
4813 Miscellaneous	16,888.00	60,171.50
4823 Transfer from Health and Wellness Fund		121,174.00
4901 Recycled Scrap Metal Revenue	24.39	696.09
Total 4800 Misc. Service/Fee Revenue	22,628.13	321,469.53
Total Income	\$175,142.28	\$6,331,932.64
GROSS PROFIT	\$175,142.28	\$6,331,932.64
Expenses		
5000 Salaries & Wages		
5001 Wages-Full Time	197,111.54	1,890,527.40
5013 Vacation Regular	18,980.13	185,485.64
5016 Sick	24,273.99	113,832.73
5019 Comp Time	1,983.88	18,975.66
5022 Holiday Regular	0.00	47,087.71
5034 Retroactive	228.96	12,786.68
Total 5001 Wages-Full Time	242,578.50	2,268,695.82
5004 Wages-Part-Time	4,000.00	33,134.54
5010 Wages-Interns	660.00	8,612.00
5023 Holiday 1.5		31,379.61
5025 Night Differential	1,397.25	13,363.13
5028 Special Rates	979.24	29,472.49
5031 Bilingual Pay Premium	960.00	9,920.00
5037 Uniform Allowance		6,280.00
5046 Stipend Individual		-500.00
Bilingual		-560.00
Wages		
Holiday Pay		-4,509.88
Total Wages		-4,509.88
Total 5000 Salaries & Wages	250,574.99	2,395,287.71
5100 Employee Benefits		
5101 Insurance-Workers Compensation	10,849.00	86,792.00
5104 Insurance-Medical (75%)	34,834.92	226,509.02
5107 Insurance-Medical (100%)	4,065.58	38,566.86
5113 Insurance-Life	723.34	16,309.46
5119 Insurance-Long Term Disability		8,755.59
5120 AD&D		969.22
5121 Golds Gym	110.88	823.68
5122 Payroll Taxes	19,481.39	190,617.09
5125 Retirement-Defined Contribution	4,014.72	111,412.21
5128 Retirement-Defined Benefits	25,570.13	274,521.12
66000 Payroll Expenses	1,580.89	3,948.74
Total 5100 Employee Benefits	101,230.85	959,224.99
5118 MD Unemployment Insurance	4,785.95	9,595.95
5200 Overtime Premiums		
5201 Overtime Premium	9,029.37	82,722.12
Total 5200 Overtime Premiums	9,029.37	82,722.12
5300 Contractual Services		
5301 Financial Services	3,618.85	22,637.90

	TOTAL	
	MAR 2019	JUL 2018 - MAR 2019 (YTD)
5307 Landscape Services	84.90	300.00
5313 Legal Services	6,857.50	59,110.21
5316 Opto Park (Parking Citations)	312.50	3,367.95
5319 Opto Traffic (SS4S) Program	18,250.45	185,756.20
5322 Trash & Recycling Services		99,365.00
5325 Tree Maintenance Services		20,530.00
5328 Lexipol Services		8,906.00
5331 Karen Kruger - Atty LEOBR		3,601.00
6078 Employee Services	958.61	25,890.01
Total 5300 Contractual Services	30,082.81	429,464.27
6000 Operating Expenses		
6082 Other Operating Expenses	480.00	480.00
Dues/Memberships/Subscriptions/Publications		
6013 Dues/Memberships	225.00	15,312.55
6014 Publications/Subscriptions		22.13
Total Dues/Memberships/Subscriptions/Publications	225.00	15,334.68
Employee Services		
5040 Employee Recognition		2,518.74
5041 Awards & Gifts		624.07
6034 Employee Wellness Programs	223.92	2,292.22
6077 New Hire Expenses	317.99	2,931.02
6080 Benevolence & Goodwill	112.99	788.69
Total Employee Services	654.90	9,154.74
Equipment		
6038 Equipment-Purchases		3,619.37
6040 Equipment-Rental	2,766.70	18,084.80
6067 Maintenance-Machinery/Equipment		14,059.59
Total Equipment	2,766.70	35,763.76
Finance Charges		
6001 Bank Service Fees	46.60	724.63
6085 Other Services & Charges	14.79	1,284.07
Total Finance Charges	61.39	2,008.70
Information Technology		
6004 Computer & Software		602.80
6049 Information Technology Services	1,962.96	22,265.78
6052 Information Technology-Internet	140.00	973.00
6053 I-NET Internet Services	1,027.85	8,788.03
6055 Information Technology - Small Purchases		3,014.96
6100 Software-Licenses and Subscriptions	207.00	6,626.54
6103 Software-Maintenance Agreements		577.00
Total Information Technology	3,337.81	42,848.11
Insurance Liability		
6058 Insurance- Liability	1,011.08	59,506.13
Total Insurance Liability	1,011.08	59,506.13
Meeting Expenses		
6015 Catering & Meals	1,099.00	1,099.00
Total Meeting Expenses	1,099.00	1,099.00

	TOTAL	
	MAR 2019	JUL 2018 - MAR 2019 (YTD)
Office Supplies		
6124 Supplies-Office	12,801.41	26,774.05
Total Office Supplies	12,801.41	26,774.05
Operating Supplies		
6121 Supplies-Building/Janitorial		2,247.08
6127 Supplies-Operating & Materials	1,317.95	15,634.79
6130 Supplies-Safety Related	96.47	820.49
6133 Supplies-Hand Tools		250.22
Total Operating Supplies	1,414.42	18,952.58
Postage		
6091 Postage-Messenger Services	126.08	3,338.98
Total Postage	126.08	3,338.98
Printing/News Letters/Advertising		
6079 Newsletter (Town Crier)	1,548.30	12,273.35
6097 Public & Legal Notices/Ads	318.00	1,714.37
Total Printing/News Letters/Advertising	1,866.30	13,987.72
Site & Building Improvements		
6061 Maintenance-Buildings	1,284.00	8,538.92
Total Site & Building Improvements	1,284.00	8,538.92
Special Events		
6151 Special Projects & Events	135.00	5,592.46
Total Special Events	135.00	5,592.46
Special Services		
6010 Disposal Services Fees	707.28	7,868.53
6019 Education-Town Cable TV Channel	500.00	3,250.00
6031 Elections	2,079.60	2,079.60
6109 Speed Camera - Admin Exp. Current Year		4,500.00
Total Special Services	3,286.88	17,698.13
Street Improvements		
6112 Street-Light Fixtures & Repair		446.00
6118 Street-Signs & Traffic Co	357.10	6,933.91
Total Street Improvements	357.10	7,379.91
Telephones & Communications		
6142 Telephone-Air Cards	1,280.32	10,500.02
6145 Telephone-Land Line	826.02	3,524.76
6148 Telephone-Mobile	1,891.14	15,384.43
Total Telephones & Communications	3,997.48	29,409.21
Training & Education		
6016 Education-Conference & Seminar	980.00	2,955.00
6022 Education-Training	2,780.00	6,102.60
6025 Education-Training Aids		143.00
Total Training & Education	3,760.00	9,200.60
Travel Expenses		
6163 Travel- Mileage Reimbursement		154.00
6166 Travel-Hotel		1,341.30
6169 Travel - Meals and Incidentals	142.00	728.88
Total Travel Expenses	142.00	2,224.18

	TOTAL	
	MAR 2019	JUL 2018 - MAR 2019 (YTD)
Uniforms		
6056 Body Camera Program		100.00
6136 Supplies-Special Police		427.20
6178 Uniforms-Laundry Services	4,270.49	8,908.50
6181 Uniforms-Police Gear	829.90	1,470.00
6184 Uniforms-Purchases	1,039.11	7,605.38
Total Uniforms	6,139.50	18,511.08
Vehicle and Transportation		
6154 Transportation-Gas & Oil	8,111.81	65,205.02
6157 Transportation-Vehicles Body Repair		978.34
6160 Transportation-Vehicles Maintenance	5,860.23	51,108.38
Total Vehicle and Transportation	13,972.04	117,291.74
Total 6000 Operating Expenses	58,918.09	445,094.68
7000 Other General Expenses		
7022 Maintenance-Fuel Manage System		2,214.50
7061 Weather Emergency Events	2,501.28	4,186.51
Computer Services		
7055 Website-Domain Names		400.00
7058 Website-Hosting Services		2,806.00
Total Computer Services		3,206.00
Utilities		
7046 Utilities-Electric Buildings		10,014.63
7047 Utilities- Electric Street Lights	94.77	42,468.31
7049 Utilities-Gas	2,314.90	7,010.98
7052 Utilities-Water	4,103.66	7,012.49
Total Utilities	6,513.33	66,506.41
Total 7000 Other General Expenses	9,014.61	76,113.42
8000 Town Sponsored Events		
8007 Children's Events		1,900.00
8010 Spring Event		266.77
8016 Holiday Market		4,350.00
8017 National Night Out		2,163.37
8019 Riverdale Park Day		3,948.00
8022 Honoring Veterans		1,582.73
Total 8000 Town Sponsored Events		14,210.87
8300 Public Arts Programs		
8301 Jazz on the Lawn		1,200.00
8304 Summer Movie Nights		112.85
8825 Farmers Market	1,075.00	9,675.00
Total 8300 Public Arts Programs	1,075.00	10,987.85
8500 Public Grants		
8503 Hyattsville CDC Agreement		10,000.00
Total 8500 Public Grants		10,000.00
8700 Municipal Grants		
8701 Fire Department		21,000.00
Total 8700 Municipal Grants		21,000.00
8800 Social Concerns		

	TOTAL	
	MAR 2019	JUL 2018 - MAR 2019 (YTD)
8801 The Birthday Book Project		915.00
8810 Community Thanksgiving Meal		300.00
8816 Community Coat Drive Donations		600.00
8819 Community Crisis Services		607.75
Total 8800 Social Concerns		2,422.75
9000 Marketing, Promotions & Programming		
9004 Marketing & Promotions		1,106.94
Total 9000 Marketing, Promotions & Programming		1,106.94
9996 9999-General Government		
99516 Insurance (All Depts.)	0.00	0.00
Total 9996 9999-General Government	0.00	0.00
9999 9999-Economic Development		0.00
Reimbursements		0.00
Total Expenses	\$464,711.67	\$4,457,231.55
NET OPERATING INCOME	\$ -289,569.39	\$1,874,701.09
Other Income		
1132 Transfer From General Fund Reserve		-145,637.00
1133 Transfer To General Fund Reserve		145,637.00
CIP - Revenue		
1156 CIP General		0.00
Total CIP - Revenue		0.00
CIP - Revenue Unrestricted		
2010 CIP - Unrestricted Revenue		87,496.00
Total CIP - Revenue Unrestricted		87,496.00
Debt Service Revenue		
1100 Real Estate Taxes for Debt Serv	0.00	216,126.00
Total Debt Service Revenue	0.00	216,126.00
Economic Development Fund		
1169 Economic Development Fund		0.00
Total Economic Development Fund		0.00
General Fund Reserve	0.00	0.00
Health & Wellness Fund		
1415 Health & Wellness Fund Revenue		45,824.14
Total Health & Wellness Fund		45,824.14
TIF Administrative Expense Fund		0.00
TIF Revenue		
1170 Real Estate Taxes - TIF Revenue		432,380.32
Total TIF Revenue		432,380.32
Transfers to CIP		
1127 Sale of Vehicles		2,878.61
1130 Transfer to CIP PEG \$		10,785.62
1131 Transfer to CIP HUR \$		138,655.39
Total Transfers to CIP		152,319.62
Total Other Income	\$0.00	\$934,146.08
Other Expenses		
1200 Capital Improvement Projects		

	TOTAL	
	MAR 2019	JUL 2018 - MAR 2019 (YTD)
1202 Site Improvements		55,804.00
1204 Engineering Cost		9,954.18
1208 Vehicles & Equipment		178,173.64
1209 Furniture		934.89
1212 Street Furniture		2,760.00
1220 Equipment		8,400.96
1223 Bike Path / Lanes Improvements		-20,720.00
1225 Playgrounds		0.00
1230 Information Technology		17,097.86
1417 Field of Dreams Expense		3,000.00
Total 1200 Capital Improvement Projects		255,405.53
1305 Transfer From TIF Admin		55,349.00
1418 Economic Development Fund - Expenses	11,000.00	23,729.76
Debt Service		
1105 Principal Loan Payments		118,000.00
1110 Interest Expense		76,760.13
Total Debt Service		194,760.13
TIF Expenses		
1175 Principal Loan Payments		230,796.55
1180 Interest Expense		116,325.13
1186 MuniCap Fees	1,225.00	7,995.00
Total TIF Expenses	1,225.00	355,116.68
Total Other Expenses	\$12,225.00	\$884,361.10
NET OTHER INCOME	\$ -12,225.00	\$49,784.98
NET INCOME	\$ -301,794.39	\$1,924,486.07

From: [S.C. Lamphier](#)
To: [Alan Thompson](#); [Jessica Barnes](#)
Subject: Fire Department Report - May 2019
Date: Monday, May 6, 2019 5:43:25 PM

Mayor, Council Members, Citizens, and Staff,

- Apparatus issues continue.
- The floor resurfacing project is now scheduled to be completed by the end of June. There is still no progress with the 1st floor renovation of the meeting room area.
- Participated in 'Bring Your Kids to Work' day.
- For the month of April, there were not any significant incidents in the 'first due' area to report.

As always, please feel free to contact me with any issues.

Respectfully,

Steve Lamphier

Sent from [Mail](#) for Windows 10



Town of Riverdale Park, Maryland

Town Administration

TO: Mayor and Council

FROM: Paul Smith, Acting Town Manager

DATE: May 3, 2019

RE: Introduction of Ordinance 2019-OR-05 regarding the FY2020 Operating and Capital Improvement Budget

Action Requested:

Staff requests that the Mayor and Council introduce Ordinance 2019-OR-05 regarding the FY2020 Operating and Capital Improvement Budget at the May 6th Legislative Meeting.

Background:

As indicated in the FY2020 Proposed Operating and Capital Improvement Project Budget book's introductory correspondence, there have been several opportunities for review and discussion regarding the FY2020 Budget. Staff have incorporated the edits directed by the Mayor and Council and prepared Ordinance 2019-OR-05 for introduction. Staff will also be available to respond to any additional questions or concerns.

The budget calendar below is provided as a reference:

January 7, 2019	<ul style="list-style-type: none">• Budget Assumptions	<ul style="list-style-type: none">• Public Comment
January 28, 2019	<ul style="list-style-type: none">• Projected Debt Service• Capital Improvement Budget update	<ul style="list-style-type: none">• Public Comment
February 4, 2019	<ul style="list-style-type: none">• FY2019 Estimated Actuals	<ul style="list-style-type: none">• Public Comment
February 25, 2019	<ul style="list-style-type: none">• FY2020 Revenue Projections• Constant Yield Notice<ul style="list-style-type: none">○ Triennial Reassessment	<ul style="list-style-type: none">• Public Comment
March 4, 2019	<ul style="list-style-type: none">• FY2020 Economic Development Fund• FY2020 Community Development Fund• FY2020 OPEB Fund• FY2020 Health and Wellness Fund• FY2020 Special Revenue (TIF) Fund	<ul style="list-style-type: none">• Public Comment

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	<ul style="list-style-type: none"> • FY2020 Debt Service Reserve Fund 	
March 25, 2019	<ul style="list-style-type: none"> • FY2020 Operating Budget Update 	<ul style="list-style-type: none"> • Public Comment
April 6, 2019	<ul style="list-style-type: none"> • Budget Public Hearing #1 	<ul style="list-style-type: none"> • Public Comment
April 13, 2019	<ul style="list-style-type: none"> • Budget Public Hearing #2 	<ul style="list-style-type: none"> • Public Comment
April 29, 2019	<ul style="list-style-type: none"> • FY2020 Updated Budget 	<ul style="list-style-type: none"> • Public Comment
May 6, 2019	<ul style="list-style-type: none"> • FY2020 Budget Ordinance Introduced 	<ul style="list-style-type: none"> • Public Comment
May 20, 2019	<ul style="list-style-type: none"> • FY2020 Budget Ordinance Approved 	<ul style="list-style-type: none"> • Public Comment

COUNCIL OF THE TOWN OF RIVERDALE PARK

ORDINANCE 2019-OR-05

Introduced By:

Date Introduced:

Date Adopted:

Date Reconsidered:

Date Effective:

An Ordinance concerning

FY2020 BUDGET AND TAX RATES

FOR the purpose of adopting operating and capital budgets for the Town of Riverdale Park for the fiscal year beginning July 1, 2019 and ending June 30, 2020; setting rates of real and personal property and operating property taxation for such fiscal year and levying such taxes; and matters generally relating to the adoption of Town budgets and levying of taxes and setting of tax rates for the Town of Riverdale Park for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

* * * * *

EXPLANATORY STATEMENT: The Town Council desires to adopt a budget for the Town of Riverdale Park for the fiscal year beginning July 1, 2019. The budget reflects proposed operating and capital expenditures and anticipated revenues for the upcoming fiscal year. As a matter of prudent fiscal policy, even with all proposed expenditures, the Town intends to maintain a General Fund unrestricted fund balance of approximately \$2,015,000. Now, therefore,

SECTION 1: BE IT ENACTED BY THE COUNCIL OF THE TOWN OF RIVERDALE PARK, that the Town of Riverdale Park budget for the fiscal year beginning July 1, 2019, and ending June 30, 2020, entitled "Town of Riverdale Park FY2020 Financial Plan and Budget" consisting of 4 pages, "FY2020 Fund Designations", "FY2020 Anticipated Revenues", FY2020 Operating Expenditures," and "FY2020 Capital Revenues and Expenditures," a copy of

which is attached to this Ordinance and incorporated herein by reference, is hereby adopted.

SECTION 2: AND BE IT FURTHER ENACTED that the sums and amounts reflected in the Town of Riverdale Park FY2020 Financial Plan and Budget adopted by Section 1 of this Ordinance are hereby appropriated for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

SECTION 3: AND BE IT FURTHER ENACTED that proceeds received by the Town of Riverdale Park from the sale of vehicles in FY2020 shall be deposited into the Town's Capital Improvement Program fund, to be credited to the "Vehicle Replacement" capital project.

SECTION 4: AND BE IT FURTHER ENACTED that that the Town of Riverdale Park Real Property Tax for the Fiscal Year beginning July 1, 2019, and ending June 30, 2020, shall be at the rate of \$0.654 per \$100.00 of assessed real property value, and such tax is hereby levied on all real property located in the Town of Riverdale Park that is subject to municipal taxation.

SECTION 5: AND BE IT FURTHER ENACTED that the Town of Riverdale Park Personal and Operating Property Tax for the Fiscal Year beginning July 1, 2019 and ending June 30, 2020, shall be at the rate of \$2.00 per \$100.00 of assessed property value, and such tax is hereby levied on all personal and operating property located in the Town of Riverdale Park that is subject to municipal taxation.

SECTION 6: AND BE IT FURTHER ENACTED that this Ordinance shall become effective twenty (20) days after its passage by the Council.

ATTEST:

COUNCIL OF THE TOWN OF
RIVERDALE PARK

Jessica Barnes, Town Clerk

Alan K. Thompson, Mayor

EXPLANATION:

CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

Underlining indicates amendments to bill.

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



Town of Riverdale Park

FY2020

FY2020 Financial Plan and Budget

FY2020 Fund Designations	General Fund Reserve	OPEB Fund	Economic Development Fund	Community Development Fund	Health and Wellness Fund	Special Revenue Fund (TIF Admin)	Debt Service Reserve Fund	Capital Improvement Projects	
PROJECTED FUND BALANCES June 30, 2019	2,559,170	319,563	50,000	12,500	71,952	41,297	199,100	650,596	
<u>FY2020 Activity</u>									FY2020 Activity and Projected Fund Balances
GENERAL FUND RESERVE TRANSFERS:									
Transfers from:									
General Fund Reserve to Debt Service Reserve	(205,000)						205,000		
General Fund Reserve to Community Development Fund	(12,500)			12,500					
General Fund Reserve to CIP Unrestricted	(111,643)							111,643	
OTHER FUND TRANSFERS									
Health and Wellness to Operating Budget					(42,663)				
OPEB to Operating Budget		(118,594)							
EXTERNAL DEPOSITS (INFLOWS) FY2020									
From Prince Georges County TIF Real Property Taxes						461,455			
From State of Maryland Highway User Funds								204,335	
From Benecon Health Care Benefit Premium Refund								17,000	
From Cable Franchise PEG Capital Funds								3,000	
From various CIP funding sources									
FUND EXPENDITURES (OUTFLOWS) FY2020									
CIP Expenditures								(500,034)	
Economic Development Projected Grants Paid			(30,000)						
Community Development Projected Grants Paid				(12,500)					
Debt Service Payments from Debt Service Reserve							(278,254)		
TIF Administrative Fees Paid						(10,000)			
TIF Bond Bill Paid						(252,119)			
Projected FY2019 Operating Budget Net Surplus/(Deficit)									
PROJECTED FUND BALANCES June 30, 2020	2,230,027	200,969	20,000	12,500	29,289	240,633	125,846	486,540	

(1) Other Post-Employment Benefits (OPEB) - Liability as of 6/30/18 was \$1,248,945

(2) The Special Revenue Fund consist of TIF Administrative Expense and TIF Bond Expenditures

FY2020 Anticipated Real Property Tax Revenue	Tax Incremental Financing		
	Tax Rate	General Fund ¹	Calvert Tract ²

Assessable Base		674,498,077	81,529,098
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Gross Real Property Tax Revenue	0.6540	4,411,218	461,455
TIF Revenue available for Town Debt Service	0.0880	71,746	
TIF Administrative Expenses			(9,816)
TIF Interest Payments Due			(252,119)
TIF Adjusted Annual Debt Service			(124,119)

FY2020 Debt Payments

PNC - 11/30/2019	149,500
PNC - 5/30/2020	147,200
	296,700

CDA (15 yr.) - 11/1/2019	11,182
CDA (15 yr.) - 5/1/2020	65,182
	76,364

CDA (30 yr.) - 11/1/19	18,957
CDA (30 yr.) - 5/1/20	72,347
	91,304

Total Debt Payments	464,368	(464,368)
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Funds used from Debt Service Reserve Fund	278,254
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Net Real Property Tax Revenue available for General Fund	4,296,850
TIF Surplus/Deficit	75,401

¹ In calculating the constant yield for the Town of Riverdale Park, the State of Maryland subtracted the entire value of the Calvert Tract (Riverdale Park Station) from the Town's assessable base. This is a conservative approach. Staff are working with the State to ensure an accurate accounting.

² Based on current assessment and the June 2018 Projected Debt Service Coverage.

Tax Incremental Financing (TIF) Riverdale Park Station / Calvert Tract

The Calvert Tract is the location of the Riverdale Park Station Development. The Town is participating in a Tax Increment Financing (TIF) structure. The TIF involves the incremental increases in the assessable value of the Calvert Tract. Increases above the base value go to support the hard-cost construction of the bridge from Riverdale Park Station to Lafayette Avenue.

FY2020 Anticipated Revenue	FY2018	FY2019	FY2019	FY2020
	Actual	Approved	Estimated	Proposed
	Revenue	Budget	Actual	Budget
	\$	\$	\$	\$
Operating Revenue	6,068,330	6,288,193	6,596,536	6,738,837
Local Taxes	4,920,124	5,077,000	5,226,534	5,401,978
Licenses & Permits	307,964	243,385	268,500	248,360
Administrative Fees	895	3,750	5,200	3,750
Fines & Forfeitures	59,494	54,500	50,530	50,500
Automated Safety Programs	399,159	527,703	518,000	567,500
Intergovernmental Revenues	219,381	231,655	224,680	195,491
Misc. Revenue	161,314	150,200	303,092	271,258
Total Revenue	6,068,330	6,288,193	6,596,536	6,738,837

FY2020 Anticipated Expenses					
	FY2018	FY2019	FY2019	FY2020	FY2020
	Actual	Approved	Estimated	Proposed	Proposed
	Expenditure	Budget	Actuals	Budget	Budget
	\$	\$	\$	\$	%
Operating Expenses	5,588,707	6,288,193	6,306,790	6,738,837	100%
Salary and Wages	3,009,894	3,267,430	3,218,848	3,364,369	50%
Benefits	1,068,363	1,200,097	1,243,536	1,489,581	22%
Overtime	84,872	129,300	110,900	129,300	2%
Contractual Services	632,099	662,800	730,966	756,815	11%
Operating Expenses	609,085	731,053	705,640	690,742	10%
Other Expenses	44,899	142,300	131,315	137,500	2%
Weather Response Services	12,297	21,500	12,000	22,160	0%
Municipal Center Buildings	73,042	45,642	63,642	54,300	1%
Community Events	10,278	24,720	30,520	30,720	0%
Community Grants	43,877	63,350	59,423	63,350	1%
Total Expenses	5,588,707	6,288,193	6,306,790	6,738,837	100%

Capital Improvement Programs

FY2020 Proposed CIP Revenues

FY2020 Available CIP Revenue	Total	Restricted Use	Unrestricted Use
Capital Improvement Fund Balance as of June 30, 2019	457,362	110,995	346,367
CIP Fund Balance Sources FY2020			
From State of Maryland Highway User Funds	204,335	204,335	
From Cable Franchise PEG Capital Funds	17,000	17,000	
Transfer From General Fund Reserves	111,643		111,643
Sale of Vehicles	3,000		3,000
Total CIP Fund Balance	793,340	332,330	461,010
Non CIP Fund Balance Sources			
State Bond Bills (Municipal Center)*	525,000	525,000	
State Bonds Bills (Open Space)	85,000	85,000	
Prince George's County (Grant)	100,000	100,000	
CDA 15-Year Loan*	462,425	462,425	
CDA 30-Year Loan ¹ *	804,004	804,004	
DOJ/BJA	44,000	44,000	
Total FY2020 Additions	2,020,429	2,020,429	
Total FY2020 Available	2,813,769	2,352,759	461,010

¹ Reflects the advance refunding of \$1,250,000

* Indicates available loan proceeds and grants (Not included in CIP Fund Balance)

FY2020 Proposed CIP Expenditures

Projects	Total	Restricted	Unrestricted
Longfellow Street Storm Water Improvements	(71,000)	(71,000)	
Beale Circle Improvements	(5,000)		(5,000)
Bus Stop Improvements	(45,000)	(45,000)	
Curb Ramp Improvements	(25,356)	(25,356)	
Open Space Improvements	(5,000)		(5,000)
Welcome Signage	(10,000)		(10,000)
Field of Dreams	(78,000)	(68,000)	(10,000)
Community Garden	(10,000)		(10,000)
Town Center Underpass	(25,000)		(25,000)
Municipal Center Renovation	(1,098,364)	(1,098,364)	
Office Renovations	(3,000)		(3,000)
Town Hall Offices	(3,000)		(3,000)
Technology Improvements	(62,870)		(62,870)
Vehicle Replacements - Neighborhood Services	(54,000)		(54,000)
Street Furniture and Waste Receptacles	(6,500)		(6,500)
Vehicle Replacements - Public Works	(30,761)		(30,761)
Streets and Sidewalks	(210,000)	(210,000)	
Street Light LED Retrofit	(9,581)		(9,581)
Vehicle Replacements - Police	(54,582)		(54,582)
Council Chamber Camera system	(75,000)	(75,000)	
Public Safety Video Surveillance System	(30,000)	(30,000)	
Public Safety License Plate Reader	(14,000)	(14,000)	
Total	(1,926,014)	(1,636,720)	(289,294)



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: May 3, 2019

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

Actions Requested:

Staff requests that the Mayor and Council adopt Ordinance 2019-OR-04, to authorize the Competitive Negotiated Sale of 4603 East West Highway, at the May 6th Legislative Meeting.

Overview:

At the April 1st Legislative Meeting, Ordinance 2019-OR-04 was introduced by the Mayor and Council. Staff addressed inquiries from the Mayor and Council concerning the ordinance at the April 29th Work Session.

Staff will be available to respond to questions prior to consideration to adopt Ordinance 2019-OR-04, at the May 6th Legislative Meeting.

Attachments:

1. *Draft Ordinance and Fair Summary 2019-OR-04 CNS Sale of 4603 East West Highway*
2. *Purchase Agreement*
3. *Property Deed: 4603 East West Highway*

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

Clerk of the
Circuit Court

2015 FEB 27 PM 12:20

PR GEO CO MD #89

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

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 2,031⁴/₁₀ 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, was granted and conveyed by Daniel S. Duvall, Jr. and Carrie D. Duvall unto Daniel Duvall, Jr., sole owner.

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.

IMP 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.

BAY TITLE COMPANY

P.O. Box 2289

125 West Street, 4th Floor

Annapolis, Maryland 21404-2289

9967.49

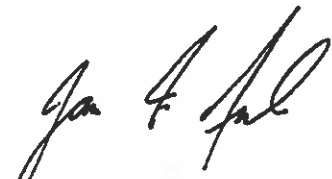
CERTIFICATE OF PUBLICATION

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

Town Administration

TO: Mayor and Council

CC: Staff Leadership Team

FROM: Paul Smith, Acting Town Manager

DATE: May 3, 2019

RE: Authorization for Public Projects and Services Director Ivy Lewis to issue and sign checks effective May 6, 2019

Action Requested:

Staff requests that the Mayor and Council authorize Public Projects and Services Director Ivy Lewis to issue and sign checks if the Acting Town Manager is for any reason unavailable to issue and/or sign checks, effective May 6, 2019.

Overview:

At this time, the only person authorized to issue and sign checks is Acting Town Manager Paul Smith. Acting Town Manager Smith has recommended that Public Projects and Services Director Ivy Lewis be authorized to issue and sign checks if he is unavailable, effective May 6, 2019.

The following section of the Town Charter is provided as a reference:

§ 609: Checks

All checks issued in payment of salaries or other municipal obligations shall be issued and signed by the town manager or, if the town manager is for any reason unavailable to issue and sign checks, other individuals recommended by the town manager and approved by the mayor and council shall be authorized to issue and sign such checks. If no individuals have been recommended by the town manager as described above, the mayor and council may authorize other non-elected town employees to issue and sign checks until the town manager is available. The mayor and council may at any time revoke authorization to issue and sign checks from any individuals previously authorized.

Staff will be available to respond to questions at the May 6th Legislative Meeting.



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: May 3, 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.

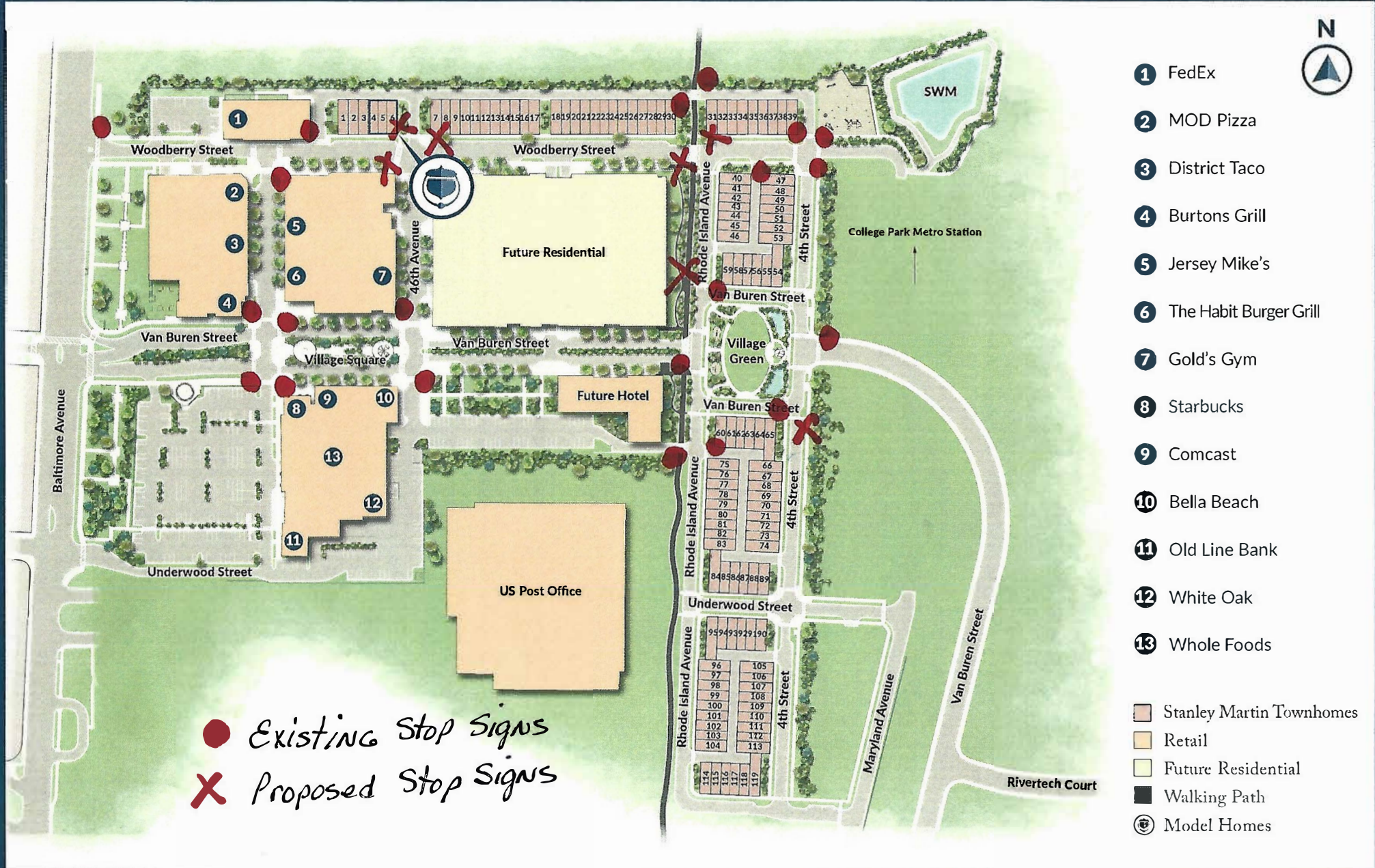
It should be noted that there are no stop signs where the Hiker-Biker trail intersects with Woodberry Street and none are currently proposed. Stop signs proposed on Woodberry Street would allow trail traffic to flow freely across Woodberry Street. Stop signs should be considered for the trail at this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

Town Administration

TO: Paul Smith, Acting Town Manager

FROM: Jessica Barnes, Town Clerk

Cc: Leadership Team

DATE: May 3, 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: Karyn McAlister

Ward 3: Elizabeth Bolin

Ward 4:

Ward 5:

Ward 6: Ron Ashford

ATTEST:

COUNCIL OF THE TOWN OF
RIVERDALE PARK

Jessica Barnes, Town Clerk

Alan K. Thompson, Mayor



City of College Park
240-487-3501
www.collegeparkmd.gov

Office of the Mayor
and City Council
4500 Knox Road
College Park, MD 20740

Mayor

Patrick L. Wojahn
5015 Lackawanna Street
240-988-7763

Councilmembers

District 1
Fazlul Kabir
9817 53rd Avenue
301-659-6295

Kate Kennedy
9730 51st Avenue
202-400-1501

District 2
P. J. Brennan
4500 Knox Road
202-288-5569

Monroe S. Dennis
8117 51st Avenue
301-474-6270

District 3
Robert W. Day
7410 Baylor Avenue
301-741-1962

John B. Rigg
6809 Dartmouth Avenue
443-646-3503

District 4
Dustyn Kujawa
9238 Limestone Place
240-620-2105

Denise Mitchell
4500 Knox Road
301-852-8126

April 25, 2019

Mr. Jack Evans, Chair
Washington Metropolitan Area Transit Authority
Board of Directors
600 5th Street, NW
Washington, DC 20001

Dear Mr. Evans:

On behalf of the City of College Park Council and residents, I would like to express our deep disappointment in WMATA's apparent decision to reject the purchase offer from the Maryland-National Capital Park and Planning Commission for WMATA's 12-acre parcel on Albion Road in College Park.

I appreciate Mr. Wiedefeld's letter in response to the City's request that the parcel be removed from the excess property solicitation. We too look forward to collaborating with WMATA on transit-oriented development, and there are many parcels located in the transit district in College Park that are ready for development.

This property is not in a transit district, and it serves a critical role in our area's green infrastructure network. That function is more and more important as other properties are developed and the Purple Line decreases the amount of green infrastructure on nearby wooded parcels.

The City Council and residents remain supportive of finding a way for this parcel to remain in our network of open space and park land, and we ask the WMATA Board to consider actions that will achieve this result.

Thank you for considering this important request, and I look forward to your response.

Sincerely,

Patrick L. Wojahn
Mayor

cc: Angela Alsobrooks, Prince George's County Executive
Todd Turner, Chair, Prince George's County Council
Dannielle Glaros, District 3, Prince George's County Council
Maryland 21st District Delegation
Board of Directors, Washington Metropolitan Area Transit Authority
Paul J. Wiedefeld, General Manager and CEO, Washington Metropolitan Area Transit Authority

WMATA Property for Sale **4535 Albion Road, College Park**

Fact Sheet

Location: Southeast corner of Baltimore Avenue and Albion Road

Size: 6.0 acres of a 17.81-acre parcel

Legal: Parcel 32, Map 42, Grid D2

Existing Zoning: R-55 (Single-Family Residential) part of the parcel has an APA-6 overlay (Aviation Policy Area, which limits structure height). The R-55 permits single-family detached dwellings, limited institutional and recreation uses that support single family development, and supporting public facilities.

Maximum density:	6.7 single-family detached dwellings per acre.
Minimum net lot area:	6,500 square feet.
Maximum lot coverage:	30%.
Maximum height:	35 feet

Proposed Zoning (under Zoning Rewrite): RSF-65 (Residential Single Family)

Maximum density:	Remains the same as above
Minimum net lot area:	Remains the same as above
Maximum lot coverage:	Increases to 35%
Maximum height:	Increases to 40 feet

Development Process: At a minimum, this property will require a Preliminary of Subdivision to be approved by Prince George's County Planning Board, which must address Adequate Public Facilities (schools, fire, police and transportation). Any proposed use not consistent with existing zoning regulations would require a zoning map amendment application approved by the Prince George's County Council based on a change in the character of the neighborhood. A Detailed Site Plan would likely also be required.

Right-of-Way Dedication: Jurisdictions with responsibility for the abutting streets will determine whether or not additional right-of-way will be dedicated at the time of subdivision. It is possible that up to 30 feet along Baltimore Avenue (to be determined by SHA) and up to 20 feet along Albion Road (to be determined by the City Engineer) may be dedicated for public use.

Development Constraints:

- WMATA green Line tunnels are underground; consultation with WMATA is required
- Several areas on the property have steep slopes
- Property is subject to the County Woodland Conservation 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: May 3, 2019

RE: Rename Riverdale MARC Station

Action Requested:

No formal action is requested. Staff seeks an opportunity to provide the Mayor and Council with information regarding the renaming of the Riverdale MARC Station at 6200 Rhode Island Avenue.

Overview:

In keeping with the 2019 Calendar Year Staff Goals, staff is collaborating with the Maryland Transit Administration (MTA) to rename the Riverdale MARC Station. Staff requested to change the name to “Riverdale Park Town Center” Station to reflect the geographic and historical impact of the Town Center and improve placemaking. MTA agreed to staff’s request and stated that the project will take approximately one month to complete.

This project will cost six thousand dollars (\$6,000), which includes changing maps, schedules, signs, and other printed materials. MTA has requested the Town to cover the costs since the project is not programmed in their budget. This project is sufficiently funded in the Town’s operating budget and the goal is to expend funds within this fiscal year (FY 2019) to complete the project by June 15th to coincide with Riverdale Park Day.

Staff will be available to answer questions from the Mayor and Council during the May 6th Legislative Meeting.