



## **MAYORAL PROCLAMATION**

### **25<sup>th</sup> Anniversary of the Passage of the Americans with Disabilities Act**

**WHEREAS,** the American with Disabilities Act (ADA) was signed into law 25 years ago on July 26, 1990; and

**WHEREAS,** the ADA is one of the country's most comprehensive pieces of civil rights legislation that prohibits discrimination; and

**WHEREAS,** the ADA guarantees that people with disabilities have the same opportunities as everyone else to participate in the mainstream of American life -- to enjoy employment opportunities, to purchase goods and services, and to participate in state and local government programs and services; and

**WHEREAS,** the City of Takoma Park has made it a priority to make City sidewalks accessible to all and in recent years has upgraded 68% of existing sidewalks to meet ADA standards; and

**WHEREAS,** the City has added 12,676 linear feet of sidewalk and invested more than \$1.2 million in new sidewalk design and construction; and

**WHEREAS,** the City renovated Heffner Playground to meet "super accessible" requirements, enabling children of different ability levels to play and enjoy the space; and

**WHEREAS,** seven of the City's eight playgrounds have been renovated to meet ADA and playground safety standards and this summer the eighth playground will be renovated (Colby Park); and

**WHEREAS,** the City of Takoma Park will continue its efforts to make Takoma Park a safe and inclusive community for residents of all abilities.

**NOW, THEREFORE, I, MAYOR OF THE CITY OF TAKOMA PARK MARYLAND,** hereby proclaim the importance of the Americans with Disabilities Act in helping to make Takoma Park a place where all residents can participate in civic life.

**Dated this 27<sup>th</sup> day of July, 2014**

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Bruce R. Williams  
Mayor

**MUTUAL AID AGREEMENT BETWEEN THE  
CITY OF TAKOMA PARK, MARYLAND  
AND  
MONTGOMERY COUNTY, MARYLAND**

**THIS AGREEMENT** is entered into this 14<sup>TH</sup> day of July, 201~~4~~<sup>5</sup> by and between the City of Takoma Park, Maryland (hereinafter referred to as "City"), a Maryland municipal corporation, and Montgomery County, Maryland (hereinafter referred to as "County"), a public body corporate and politic of the State of Maryland.

**WHEREAS**, the City of Takoma Park Police Department (hereinafter referred to as "City Police") and the Montgomery County Department of Police (hereinafter referred to as "County Police") are charged with providing police services to the people of Montgomery County, Maryland within their respective jurisdictions; and

**WHEREAS**, the City and the County have determined that the provision of public safety police services across and within jurisdictional boundaries will increase the ability of the City Police and the County Police to preserve the health, safety, and welfare of the public within the territorial limits of both the City and the County; and

**WHEREAS**, the City acknowledges that the County Police have territorial law enforcement jurisdiction over the entire County, including the City, but the County has agreed and practiced for over 65 years not to exercise this jurisdiction within the city limits; and

**WHEREAS**, although the County possesses reserved law enforcement jurisdiction in the City, the County Police respect the command authority of the City Police and agree to fully comply with the procedures in this Agreement when operating in the City; and

**WHEREAS**, the City and the County wish to reaffirm the terms of their existing Memorandum of Understanding regulating police operations, and provide for the expansion, through a mutual aid agreement, of the police powers of the City Police outside the City limits in certain circumstances; and,

**WHEREAS**, pursuant to the authority set forth in *Annotated Code of Maryland*, Criminal Procedure Article, § 2-105, and by other existing agreements between the City and County, the City and City Police and the County and County Police desire to enter into this Mutual Aid Agreement to establish certain conditions under which the City Police may render mutual aid to the County Police and exercise general police jurisdiction to enforce the laws in areas located within the County limits, but beyond the City limits, and under which the County Police may render mutual aid to the City Police; and

**WHEREAS**, the City and City Police and the County and County Police desire, by agreement outside the framework of § 2-105, to establish certain conditions under which the County Police may generally exercise their territorial police jurisdiction to enforce the laws within the City limits; and

**WHEREAS**, it is the mutual desire of the City Police and the County Police to enhance, foster, and maintain a positive working relationship between them; and

**WHEREAS**, this Agreement has been authorized by formal action of the City Council on October 27, 2014, a true and correct copy of which is attached as Exhibit A; and

**WHEREAS**, section 35-13 of the Montgomery County Code authorizes the County Executive to enter into a police mutual aid agreement with a municipal corporation, subject to the County Council's approval of such an agreement.

**NOW THEREFORE**, the City and the County, by their undersigned officials, agree as follows:

### **ARTICLE I - SCOPE OF AGREEMENT**

1.1(a) *Annotated Code of Maryland*, Criminal Procedure Article, § 2-105 (e) (1) specifies that the governing body of a county or municipal corporation or the Maryland-National Capital Park and Planning Commission may make a reciprocal agreement for the period it considers advisable with the District of Columbia or a county, municipal corporation, or the Maryland-National Capital Park and Planning Commission, within or outside the State, and establish and carry out a plan to provide mutual aid by providing its police officers and other officers, agents, and employees, together with all necessary equipment in the event of an emergency and/or non-emergency situation as provided in subsection (b) of Section 2-105.

1.1(b) The City and County also incorporate into this Mutual Aid Agreement the terms of the Memorandum of Understanding between them, in order to further the objectives stated herein. Therefore, this Mutual Aid Agreement includes provisions that are based on the authority of § 2-105 of the Criminal Procedure Article, and provisions drawn from the existing Memorandum of Understanding between the parties (a mutual agreement reached outside the framework of § 2-105 of the Criminal Procedure Article).

1.2 *Annotated Code of Maryland*, Criminal Procedure Article, § 2-105 (b) provides that by action as in the regular routine for legislative enactment, the governing body of a county or municipal corporation may determine the circumstances under which the police officers and other officers, agents, and employees of the county or municipal corporation, together with all necessary equipment, may lawfully go or be sent beyond the boundaries of the county or municipal corporation to any place within or outside the State.

1.3 *Annotated Code of Maryland*, Criminal Procedure Article, § 2-102(b) authorizes county and municipal police officers to make arrests, conduct investigations, and otherwise to enforce the laws of the State throughout the State without limits as to jurisdiction when:

1.3.1 The police officer is participating in a joint investigation with officials from another State, federal, or local law enforcement unit, at least one of which has local jurisdiction;

1.3.2 The police officer is rendering assistance to another police officer;

1.3.3 The police officer is acting at the request of a police officer or State Police officer; or

1.3.4 An “emergency” (an event calling for immediate action to protect the health, safety, welfare, or property of a person from actual or threatened harm or from an unlawful act) exists.

1.4 *Annotated Code of Maryland*, Criminal Procedure Article, § 2-102(c) requires a police officer who acts under the authority of § 2-102 (when beyond the officer’s sworn jurisdiction) to notify the City Police Chief, or designee, when in the City, or the County Police Chief, or designee, when in the portion of the County that is not within the City, of an investigation or enforcement action. When, under the authority of § 2-102 (b) (3), the police officer participates in a joint investigation with officials from another state, federal, or local law enforcement unit, the police officer shall give reasonable advance notice to the City or County Police Chief, or their designees, as applicable.

1.5 *Annotated Code of Maryland*, Criminal Procedure Article, § 2-102 does not authorize a police officer to enforce the Maryland Vehicle Law (Transportation Article, § 11-101 *et seq.*) beyond the officer’s sworn jurisdiction unless the officer is acting under a mutual aid agreement authorized under *Annotated Code of Maryland*, Criminal Procedure Article, § 2-105. However, § 2-102 does not impair a right of arrest otherwise existing under the *Annotated Code of Maryland* (including an arrest for a serious traffic offense), or deprive a person of the right to receive a citation for a traffic violation as provided in the Maryland Vehicle Law or for a criminal violation as provided by law or the Maryland Rules.

1.6 *Annotated Code of Maryland*, Criminal Procedure Article, § 2-102(d) provides that a police officer who acts under the authority of § 2-102:

1.6.1 Has all the immunities from liability and exemptions to which the police officer is entitled as a County or City police officer; and

1.6.2 The County or City police officer remains at all times and for all purposes an employee of the County Police or the City Police who employs the police officer.

1.7 *Annotated Code of Maryland*, Criminal Procedure Article, § 2-105 (g) (1) provides that police officers coming from one county or municipal corporation to another within the State under a reciprocal agreement under § 2-105, may enforce the laws of the State to the same extent as authorized law enforcement officers of the receiving county or municipal corporation.

1.8 Pursuant to *Annotated Code of Maryland*, Criminal Procedure Article, § 2-105, the City Council and the County Executive and County Council, as the governing bodies, have determined by their adoption of this Mutual Aid Agreement that an emergency and/or non-emergency situation within the purview of Section 2-105 exists when:

1.8.1 An on-duty City Police Officer/Investigator witnesses, or has probable cause to believe there has occurred, outside the City limits but within the jurisdiction of the County, criminal activity which is punishable by incarceration or a serious traffic offense, or when the City Police ask the County Police to provide law enforcement assistance to the City Police outside the boundaries of the County; or

1.8.2 The County Police has committed, or foresees the need to commit, all of its readily available resources to any present or future police incident or action, such that the County Police needs additional police resources to meet its obligations outside the City, and that mutual aid as provided herein may be provided by the City Police.

1.8.3 A “serious traffic offense” includes an offense that may lead to license suspension or incarceration and may include reckless driving, driving without a license, driving on a suspended or revoked license, hit-and-run cases, driving without insurance, and fleeing and eluding police officers as well as DUI/DWI offenses, among others. In general, a serious traffic offense is defined as:

- a. An offense committed in wanton or willful disregard for the safety of persons or property; or
- b. An offense committed in a manner that indicates a wanton or willful disregard for the safety of persons or property; or
- c. An offense that results in an officer’s reasonable belief that the officer or another person is in imminent danger of death or serious physical injury.

1.8.4 “On-duty officer” includes an officer in uniform or in a police vehicle in transit to or from work, court, or official business. For purposes of this Agreement, the concept of “on-duty” is not limited to the period of an officer’s normally scheduled work day.

## **ARTICLE II - JURISDICTION**

2.1 *Annotated Code of Maryland*, Local Government Article, § 5-207(a)(2) grants to the City, a municipal corporation, the authority to establish and maintain a police force to enforce ordinances within that municipality.

2.2 For purposes of this Mutual Aid Agreement, the parties agree and acknowledge that the entire City is located within the County, but that from the point in time in 1949 when the Takoma Park substation of the Montgomery County Police was abolished, the City Police have been responsible for providing police protection throughout the entire corporate limits of the City.

2.3 The normal patrol area of the City Police is the area within the boundaries of the City of Takoma Park. The normal patrol area of the County Police is the area of Montgomery County outside of the boundaries of the City of Takoma Park.

2.4 In the event of an emergency and/or a non-emergency, as defined in subsections 2.5, 2.6, and 2.7 below, police officers from either the County Police or the City Police (hereinafter, the

County Police and/or the City Police are sometimes referred to as “signatory agency”) may take police actions within the jurisdiction of the other signatory agency, either by mutual agreement or under the authority of *Annotated Code of Maryland*, Criminal Procedure Article, § 2-105. For purposes of this Mutual Aid Agreement, the parties acknowledge that when County Police officers take police actions within the jurisdiction of the City of Takoma Park, the County Police officers are also taking action within the boundaries and jurisdiction of Montgomery County. And, the parties further acknowledge and agree that when County Police officers engage in police actions within the City limits under the terms of this Agreement, the County Police are acting in accordance with a mutual agreement between the parties, outside the framework of § 2-105 of the Criminal Procedure Article.

2.5 An emergency and/or a non-emergency situation arises when: (1) an on-duty City Police Officer/Investigator or County Police Officer/Investigator witnesses, or has probable cause to believe there has occurred, is occurring, or will occur criminal activity which is punishable by incarceration or a serious traffic offense within the jurisdiction or normal patrol area of the other signatory agency; or (2) the City Police or the County Police, as applicable, shall have committed, or foresees the need to commit, all of its readily available resources to any present or future police incident or action, such that the City Police or the County Police, as applicable, needs additional police resources to meet its obligations and requests assistance from the other signatory agency. Depending on whether police officers take action outside their sworn jurisdiction, an “emergency and/or non-emergency situation” may result in police action taken under the authority of § 2-105 of the Criminal Procedure Article, or police action taken in accordance with a mutual agreement between the parties, outside the framework of § 2-105.

2.6 An emergency and/or a non-emergency situation arises when the City Police shall have committed, or foresees the need to commit, all of its readily available resources to any present or future police incident or action, such that the City Police needs additional police resources from the County Police to deal with a situation occurring outside the geographic boundaries of Montgomery County.

2.7 The County and the City acknowledge that an eventuality may arise, in the future, where the City asks the County to provide law enforcement aid to the City in a location/jurisdiction that is beyond the boundaries of the County. If the City requests law enforcement aid from the County under circumstances in which the County would be sending its law enforcement officers beyond the boundaries of the County to provide such aid, the County agrees to give reasonable consideration to such a future request for aid. A request by the City Police that the County Police send County Police officers, equipment or other resources beyond the boundaries of the County for the purpose of providing law enforcement aid to the City will be evaluated by the County Police Chief, or designee, based on the circumstances of the request, the capability of the County Police to provide the requested aid, and the authority of County Police officers to conduct law enforcement actions of the nature requested by the City in that jurisdiction (beyond the boundaries of the County) where the City is requesting that aid be extended. The County covenants that it will give reasonable consideration to the City’s request for law enforcement aid to be provided beyond the boundaries of the County, and that the County will engage in good faith efforts to accommodate a reasonable request for such aid. In such circumstances, the County authorizes its Police Chief to provide such aid to the City as the Police Chief deems reasonable and feasible to extend.

2.8 A police incident or action shall be considered a matter which affects the public safety as determined by the Police Chief or designee of the signatory agency requesting mutual aid under this Agreement.

2.9 Outside the framework of Annotated Code of Maryland, Criminal Procedure Article, § 2-105, the parties agree that when an on-duty County Police Officer/Investigator witnesses, or has probable cause to believe there has occurred, is occurring, or will occur criminal activity which is punishable by incarceration or a serious traffic offense within the boundaries of the City, the County Police Officer may take police actions.

2.10 Outside the framework of Annotated Code of Maryland, Criminal Procedure Article, § 2-105, the parties agree that when the City Police shall have committed, or foresee the need to commit, all of its readily available resources to any present or future police incident or action, such that the City Police needs additional police resources from the County Police to deal with a situation occurring within the boundaries of the City, the County Police may take police actions within the boundaries of the City.

### **ARTICLE III - AUTHORITY**

3.1 Subject to modifications that will be jointly addressed as needed, when police officers from either the County Police or the City Police take police actions within the jurisdiction or normal patrol area of the other signatory agency, either under the authority of *Annotated Code of Maryland*, Criminal Procedure Article, § 2-105, or in accordance with a mutual agreement outside the framework of § 2-105 of the Criminal Procedure Article, the police officers of the City and the police officers of the County, as applicable, shall comply with the following procedures with respect to arrests and actions within the jurisdiction or normal patrol area of the other signatory agency.

3.2 All calls for service concerning incidents having occurred or presently occurring within the jurisdiction or normal patrol area of either signatory agency shall be referred to that agency.

3.3 Pursuant to the terms of this Mutual Aid Agreement, police officers of either signatory agency may make arrests and exercise related police powers within the jurisdiction or normal patrol area of the other signatory agency in an emergency and/or a non-emergency situation.

3.3.1 When a police officer makes any arrest within the normal patrol area of the other signatory agency, that police officer will immediately notify the other police agency; take the suspect for processing to the nearest station of the other signatory agency; take the suspect before a District Court Commissioner, if necessary; and prepare any necessary reports.

3.3.2 All written reports regarding such an arrest shall be done in the format and manner prescribed by the arresting officer's agency.

3.3.3 All written reports regarding such an arrest, as well as any required by the

police department/signatory agency in whose normal patrol area the arrest occurred must be prepared by the end of the officer's tour of duty and a copy forwarded to the agency in whose normal patrol area the event occurred no later than 5:00 pm the next business day.

3.3.4 Follow-up investigations for all offenses will be conducted by the signatory agency in whose normal patrol area the arrest or event occurred.

3.4 Pursuant to the terms of this Agreement, police officers of either signatory agency may serve a warrant within either the City of Takoma Park or within Montgomery County outside the City Limits, in an emergency and/or a non-emergency situation.

3.4.1 Prior to attempting service, the officer seeking to serve the warrant shall notify the agency in whose normal patrol area service is being attempted, that warrant service will be attempted, including the location of service, and the name of the defendant.

3.4.2 Whenever possible, an officer of the agency in whose normal patrol area the service is attempted shall accompany the officer(s) attempting service of the warrant.

3.4.3 Prior to attempting service of a search and seizure warrant within Montgomery County but outside the City Limits, the City Police shall ensure the completion of the Warrant Threat Assessment Matrix (MCP 714) form and shall consult with the County Police Special Operations Division (SOD) Lieutenant or SWAT Sergeant as indicated by the form.

3.5 Pursuant to the terms of this Mutual Aid Agreement, police officers of either signatory agency may issue a citation or make application for a statement of charges for any serious traffic offense which occurs within the normal patrol area of the other signatory agency. No officer of either signatory agency shall actively engage in routine traffic enforcement within the normal patrol area of the other signatory agency. Each signatory agency must forward copies of any motor vehicle citations or statements of charges they issue, or cause to be issued, within the normal patrol area of the other signatory agency, to that agency in accordance with the reporting provisions of Article III, subsection 3.3.2 and 3.3.3 above.

### 3.6 Narcotics Investigation or Undercover Enforcement Activity

3.6.1 To ensure the safety of both City and County Police officers, the City Police will give the County Police reasonable prior notice of any narcotics investigation or undercover enforcement activity conducted in the County, outside of the City limits. In the case of a narcotics investigation, the notification to the County Police will be given to a supervisor in the Drug Enforcement Section or an Executive Officer in the Special Investigations Division. Such notice will be furnished no less than four (4) hours in advance of commencement of such activity, unless due to emergency or other exigent circumstances such notice is impractical. If the County Police are also working the case, the two jurisdictions may agree on a joint investigation or operation which may be conducted jointly by the City Police and the County Police from time to time. A City Police officer, acting within the scope of his or her responsibility in any such joint investigation or operation, shall have all jurisdiction necessary and sufficient under law to make arrests and otherwise



to enforce the laws of the United States, the State of Maryland, and laws of the County and City.

3.6.2 To ensure the safety of both City and County's Police officers, the County Police will give the City Police reasonable prior notice of any narcotics investigation or undercover enforcement activity conducted within the City limits. Such notice will be furnished no less than four (4) hours in advance of commencement of such activity, unless due to exigent circumstances such notice is impractical. If the City Police are also working the case, the two jurisdictions may agree on a joint investigation or operation which may be conducted jointly by the City Police and the County Police from time to time. A County Police officer, acting within the scope of his or her responsibility in any such joint investigation or operation, shall have all jurisdiction necessary and sufficient under law to make arrests and otherwise to enforce the laws of the United States, the State of Maryland, and laws of the County and City.

3.7 In the event that any officer of either signatory agency responds to an incident or call for service within the normal patrol area of the other signatory agency, the command authority shall be determined as follows:

3.7.1 The agency in whose normal patrol area the incident or call for service occurred shall exercise command unless otherwise provided below.

3.7.2 In the event that a police officer from the other signatory agency is first on the scene, that officer shall assume command and secure the area, maintain the integrity of any crime scene, establish a perimeter as required and begin to gather victim and/or witness information until an officer from the agency in whose normal patrol area the incident or call for service occurred arrives on the scene.

3.7.3 A police officer who initially assumes command of a scene, as described in 3.7.2 above, shall relinquish command to the first police officer who arrives on the scene from the agency in whose normal patrol area the incident or call for service occurred.

3.7.4 Once that command has been relinquished, the initial officer shall not remain on the scene unless requested to do so by the officer in charge from the agency that has assumed command of the scene.

3.7.5 In the event a City Police officer responds to a City incident requiring specialized support services not within the scope of City Police resources, the City Police officer or dispatcher shall promptly notify the appropriate County Police unit and explain in detail the nature of the assistance required. This will be accomplished via telephone whenever possible. Upon arrival of such specialized County Police officer(s), equipment or other resources, the City Police officer will adhere to the County Police direction as it relates to the application of the specialized function provided by the County Police Unit. In major incidents, Unified Command will be established and will include command staff from both police departments.

3.7.6 When a police officer is involved in a situation described in 3.7.2 above, which requires an incident report, statement of charges, citation or any other police report or document, the police officer must prepare the incident report, statement of charges, citation or any other police report or document by the end of the officer's tour of duty. Upon supervisor approval of that report(s) within the County-operated police records management system (RMS), a copy of the incident report, and other related documents which may include a statement of charges or citation, will be immediately available within the RMS to the agency in whose normal patrol area the incident occurred.

3.7.7 Officers shall use direct radio communications or mobile phone communications with the requesting agency if the technical capability is present. In the absence of direct radio communications, officers shall communicate directly with their respective communications centers which, in turn, will communicate directly with the requesting agency's communications center.

#### **ARTICLE IV - USE OF RESOURCES**

4.1 Pursuant to the terms of this Mutual Aid Agreement, the senior on-duty official of a signatory agency in charge of any present incident or action within his/her agency's normal patrol area is authorized to determine the need for additional police resources in an emergency and/or non-emergency situation.

4.1.1 Once this determination has been made, the police official may request from the senior on-duty police official of the other signatory agency such resources as may be necessary and available to meet the need.

4.1.2 Additionally, the senior official of an investigative task force that is operating in the normal patrol area of either signatory agency is authorized to determine the need for additional resources from the other signatory agency.

4.2. Pursuant to the terms of this Mutual Aid Agreement, the Police Chief/Command Staff Officer of either signatory agency may determine the need for additional police resources as may be necessary for any future incident or action within the City or the County, respectively. Once this determination has been made, said police official may request from the Police Chief/Command Staff Officer of the other signatory agency such resources as may be necessary and available.

4.3 In the event that a request for additional resources is made pursuant to Article IV, subsection 4.1 or 4.2 of this Agreement, the following procedures shall be followed:

4.3.1 All requests for resources shall include:

- a. The name and position of the police officer making the request;
- b. The nature and location of the emergency;
- c. The number of personnel requested and whether specialized personnel are needed; and/or
- d. The type(s) of equipment needed; and

- e. The name, rank, and location of the officer to whom assisting personnel shall report.

4.3.2 The police official receiving such a request shall consider the circumstances of the request and the capability of the officer's agency to provide the requested assistance. If the receiving official determines that the request can be met, his/her agency shall provide the assistance, including necessary personnel and equipment, as is consistent with the request, and shall promptly notify the requester of the number of personnel and/or equipment being provided.

4.3.3 Assisting personnel shall be under the command of the senior police official of the requesting agency on the scene, subject to Section 3.7.5.

4.3.4 The use, deployment, command and control of resources under this Article shall generally conform to the applicable related sections of the most current version of The Greater Metropolitan Washington Area Police and Fire/Rescue Services Mutual Aid Operational Plan.

4.4 No agency shall send any personnel to an incident or police action in the other signatory agency's normal patrol area unless assistance is requested pursuant to this Article IV, or a situation arises pursuant to Article I, or Article II, herein. This does not preclude cooperation between officers from the respective departments when a serious call is monitored by both departments near the border of the agencies' normal patrol areas.

## **ARTICLE V - MISCELLANEOUS PROVISIONS**

5.1 Nothing in this Mutual Aid Agreement shall prevent the City Police Chief and the County Police Chief, or their respective designees, from mutually agreeing upon such operational arrangements or establishing such procedures as may be necessary to carry out the intent of this Agreement. It is further understood that each party may, from time to time, under the authority of *Annotated Code of Maryland*, Criminal Procedure Article, § 2-105, or other applicable law, enter into agreements of reciprocal enforcement and mutual aid with other government entities, regarding cooperation with the other government entities' law enforcement agencies.

5.2 The City Police or the County Police, upon receiving any written complaint against its officers from the Chief of Police of the other signatory agency for failure to comply with this Mutual Aid Agreement, shall take the necessary action to ensure compliance and to notify the initiator of the complaint of any action taken as a result of such complaint.

5.3 The County will maintain a Police Records Management System (RMS) through which both signatory agencies shall have access to information documenting all arrests made by each agency within the other signatory agency's normal patrol area. The City and County Chiefs of Police shall meet at least annually to review the actions taken under this Mutual Aid Agreement, and to make such recommendations as may be required to advance the goals of this Agreement in accordance with applicable laws.

5.4 In accordance with the requirements of Annotated Code of Maryland, Criminal

Procedure Article, § 2-105, each of the parties to this Mutual Aid Agreement:

5.4.1 Waives any and all claims against the other party to this Agreement which may arise out of their activities outside of their respective jurisdictions under this Agreement, including claims for expenditures regarding any actions taken or services provided/received. The City Police conducts activities outside its jurisdiction when activities are conducted in Montgomery County outside the City limits. The County Police conducts activities outside its jurisdiction when activities are conducted outside the geographic boundaries of Montgomery County.

5.4.2 Shall indemnify and hold harmless the other party to this Agreement from all claims by third parties for property damage or personal injury which may arise out of the activities of the other party to this Agreement outside the other party's jurisdiction, under this Agreement; provided, however, that a requesting party need not indemnify the party providing assistance if: (1) the party providing assistance does not cooperate in defending against claims made by third parties; or (2) the third-party claims arise out of malicious acts of the party providing assistance. This commitment to indemnify shall in no way be construed to constitute a waiver by the requesting party or the responding party of any immunity which either might enjoy, and it is understood that the requesting party shall be able to raise all defenses available to, or which might be raised by, the responding party.

5.5 Separate and apart from its obligations under Annotated Code of Maryland, Criminal Procedure Article, § 2-105, the County agrees to waive any and all claims against the City which may arise out of any activities of County Police Officers conducted within the corporate limits of the City. The County further agrees to make no claims against the City for expenditures regarding any actions taken by County Police Officers within the corporate limits of the City, or for services provided or received, pursuant to this Agreement.

5.6 The parties acknowledge that the police officers, agents, and employees, when acting in furtherance of the authority of this Mutual Aid Agreement beyond the territorial limits of the jurisdiction/signatory agency in which they are commissioned or employed, at all times remain employees or agents of the jurisdiction/signatory agency in which they are commissioned. Further, police officers, agents and employees remain entitled to all the immunities from liability and exemptions from laws, ordinances, and regulations (that they enjoy when acting within their employers' jurisdictions), and are entitled to the same workers' compensation, disability, death benefits, life insurance, pension, and other benefits enjoyed by them while performing their respective duties within the territorial limits of the jurisdiction/signatory agency in which they are commissioned or employed.

5.7 Except as otherwise expressly provided by this Mutual Aid Agreement, any written notices, demands, consents, and other communications which are required or may be given under this Agreement shall be given as follows:

If to the City: Brian T. Kenner, City Manager  
City of Takoma Park  
7500 Maple Avenue  
Takoma Park, Maryland 20912  
Telephone: (301) 891-7268  
E-mail: BrianK@takomaparkmd.gov

If to the City Police: Alan Goldberg, Chief of Police  
Takoma Park Police Department  
7500 Maple Avenue  
Takoma Park, Maryland 20912  
Telephone: (301) 891-7104 (Chief); (301) 270-1100 (non-emergency)  
E-mail: AlanG@takomaparkmd.gov

If to the County: Timothy L. Firestine, Chief Administrative Officer  
Montgomery County, Maryland  
101 Monroe Street, Second Floor  
Rockville, Maryland 20850  
Telephone: (240) 777-2500  
E-mail: Timothy.Firestine@montgomerycountymd.gov

If to the County Police: J. Thomas Manger, Chief of Police  
Montgomery County Department of Police  
100 Edison Park Drive, Third Floor  
Gaithersburg, Maryland 20878  
Telephone: (240) 773-5005  
E-mail: Tom.Manger@montgomerycountymd.gov

5.8 Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement.

5.9 No provision of this Agreement may be amended, waived or otherwise modified without the prior written consent of both parties. The parties may agree, by joint written agreement, between the Montgomery County Chief of Police and the Takoma Park Chief of Police, to modifications and adjustments concerning operations.

5.10 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.11 This Agreement shall supersede any and all prior negotiations, correspondence, understandings, and agreements between the parties regarding reciprocal enforcement or police mutual aid.

5.12 Both parties agree that this Agreement will in no way modify existing tax duplication calculations between the parties or be used as the rationale for either party requesting such modifications.

5.13 Term. This Agreement is effective on the 14<sup>TH</sup> day of July, 2014<sup>15</sup>, and shall continue in full force and effect until such time as it is terminated by either the City or the County upon sixty (60) days written notice.

5.14 Agreement Authorized by County Law. This Mutual Aid Agreement is executed by the County Executive of Montgomery County under the authority granted by Section 35-13 of the Montgomery County Code.

**CITY OF TAKOMA PARK, MARYLAND**

Mayor: [Signature]  
Print Name: BRIAN R WILLIAMS

Date: 11/4/14

City Manager: [Signature]  
Print Name: BRIAN KENNEDY

Date: 11/4/14

Police Chief: [Signature]  
Print Name: ALAN M GOLDBERG

Date: 11/4/14

**MONTGOMERY COUNTY, MARYLAND**

County Executive: [Signature]  
Print Name: ISAIAH LEGGETT

Date: Feb 3, 2015

Police Chief: [Signature]  
Print Name: J. THOMAS MANGER

Date: 12/16/14

Approved as to form and legality:

[Signature]  
David E. Stevenson  
Assistant County Attorney

Date: 11/18/14

[Signature]  
Susan Silber  
Takoma Park City Attorney

Date: 11/10/14

Introduced by: Councilmember Seamens

First Reading: October 13, 2014

Second Reading: October 27, 2014

**CITY OF TAKOMA PARK, MARYLAND**

**ORDINANCE NO. 2014-54**

**ORDINANCE APPROVING MUTUAL AID BETWEEN THE CITY OF TAKOMA PARK POLICE DEPARTMENT AND THE MONTGOMERY COUNTY POLICE DEPARTMENT AND AUTHORIZING A MUTUAL AID AGREEMENT TO BE EXECUTED ON BEHALF OF THE CITY OF TAKOMA PARK BY THE MAYOR AND CHIEF OF POLICE**

WHEREAS, the City of Takoma Park Police Department and the Montgomery County Police Department are currently operating pursuant to a Memorandum of Understanding; and

WHEREAS, Maryland state law (Maryland Code Annotated, Criminal Procedure Article, § 2-105) permits enhanced mutual cooperation pursuant to specific legislative authority; and

WHEREAS, the Mutual Aid Agreement facilitates interagency cooperation within specific parameters in order to increase the efficiency of both police departments and to reduce crime; and

WHEREAS, the Agreement includes an explicit reservation that it will not modify existing tax duplication calculations between the City and the County or be used as a rationale for either to request modifications; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND THAT:

SECTION 1. The City Council herein determines the conditions under which police officers and other officers, agents, and employees of the City may lawfully go or be sent beyond the boundaries of Takoma Park.

SECTION 2. The City Council adopts the terms of this Mutual Aid Agreement, subject to its approval by the County Executive for Montgomery County.

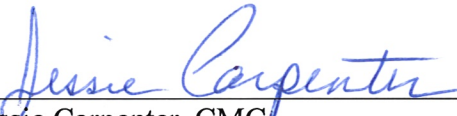
SECTION 3. The Mayor, City Manager, and Chief of Police are authorized to execute this Mutual Aid Agreement.

SECTION 4. This Ordinance shall become effective when the Mutual Aid Agreement is executed by the County Executive for Montgomery County.

ADOPTED this 27<sup>th</sup> day of October, 2014, by roll-call vote as follows:

AYE: Williams, Grimes, Male, Stewart, Seamens, Smith, Schultz  
NAY: None  
ABSENT: None  
ABSTAIN: None

ATTEST:

  
\_\_\_\_\_  
Jessie Carpenter, CMC  
City Clerk



Resolution No.: 18-208  
Introduced: May 21, 2015  
Adopted: July 14, 2015

**COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND**

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Lead Sponsor: Council President at the Request of the County Executive

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**SUBJECT:** Approval of a police Mutual Aid Agreement between Montgomery County and the City of Takoma Park

**Background**

1. Maryland Code, Criminal Procedure Article, § 2-105 (b) empowers the County to authorize its police officers, together with all necessary equipment, to go beyond the boundaries of the County, to any place within or outside the State.
2. Maryland Code, Criminal Procedure Article, § 2-105 (e) authorizes the County to enter into a reciprocal Mutual Aid Agreement with the City of Takoma Park, Maryland, to provide and receive the extraterritorial police assistance allowed by Criminal Procedure Article, § 2-105 (b).
3. Montgomery County Code, 2004, Section 35-13, authorizes the County Executive to enter into a police mutual aid agreement subject to the approval of the County Council, and subject to the approval of the County Attorney as to form and legality.
4. Maryland Code, Criminal Procedure Article, § 2-102 (b) (2) states that a police officer is not authorized to enforce the Maryland Vehicle Law beyond the police officer's sworn jurisdiction, unless the officer is acting under a mutual aid agreement authorized under § 2-105 of the Criminal Procedure Article.
5. Police Officers of the City of Takoma Park cannot now enforce the Maryland Vehicle Law on roads and highways in Montgomery County that lie outside the City's jurisdiction. A grant of authority that would allow City Police Officers to enforce the Maryland Vehicle Law in the County at large, under defined and reasonable circumstances, will allow existing police staff to engage in additional law enforcement activities at no additional cost.
6. A police Mutual Aid Agreement to address this issue has been authorized by the Takoma Park City Council, and executed by the Mayor, City Manager and Police Chief of the City of Takoma Park. This Mutual Aid Agreement has also been signed by County Police Chief Manger and the County Executive.

7. Adoption of the Mutual Aid Agreement between Montgomery County and the City of Takoma Park will authorize on-duty Police Officers of the City of Takoma Park to exercise jurisdiction to enforce the Maryland Vehicle Law, concurrent with the jurisdiction of County Police Officers, in situations involving serious traffic offenses.
8. The County Executive recommends Council approval of the attached Mutual Aid Agreement, which the Department of Police believes to be sound, desirable, practicable, and beneficial to the County.
9. The County Attorney has approved the attached Mutual Aid Agreement, for form and legality.


**Action**

The County Council for Montgomery County, Maryland, based on the reasons presented above, approves the following resolution:

The Council approves the attached police Mutual Aid Agreement between Montgomery County and the City of Takoma Park, which Agreement is made a part of this resolution.

The Council authorizes the County to receive mutual aid from, and to provide mutual aid to, the City of Takoma Park, under the circumstances described, and to the extent specified, in the Mutual Aid Agreement.

This is a correct copy of Council action.

  
\_\_\_\_\_  
Linda M. Lauer, Clerk of the Council

# Regular Meeting

<b>Agenda Item #</b>	1
<b>Meeting Date</b>	July 27, 2015
<b>Prepared By</b>	Suzanne Ludlow City Manager

<b>Discussion Item</b>	Second Reading Ordinance Adopting FY 2016 Budget Amendment No. 1
<b>Background</b>	<p>The Fiscal Year (FY) 2016 budget was adopted by the City Council on May 18, 2015. Since that date, certain events have transpired that require modification of the budget.</p> <p>In addition, since the First Reading of the Budget Amendment, the City has received two grants that are being added to the Budget Amendment at Second Reading. Information on these additions are underlined in this cover page and in the draft ordinance.</p> <p><b><u>General Fund-Revenues</u></b></p> <p><u>The City has received a grant of \$2,000 from CVS for the I Can Shine Bike Camp.</u></p> <p><b><u>General Fund-Expenditures</u></b></p> <p>The City has a number of purchases or projects that were included in the FY 2015 General Fund budget but were not able to be completed before the end of the fiscal year. These items and the amounts that need to be carried over are:</p> <ul style="list-style-type: none"> <li>• Purchase of an asphalt heater (\$28,595)</li> <li>• Purchase of trash and recycling containers (\$11,958)</li> <li>• Purchase of decorative street light replacements (\$15,360)</li> <li>• Purchase of an integrated library system (\$7,600)</li> <li>• Completion of the Holton Lane Gateway Project (\$14,000)</li> <li>• Completion of planned public arts projects (\$18,500)</li> <li>• Community grants for the Community Kitchen (\$10,000) and African Immigrant Refugee Foundation (\$6,700)</li> <li>• A Code Enforcement printing project (\$1,550)</li> </ul> <p>Transfers are required to reflect the movement of a half-time position from the Housing and Community Development Department to the City Manager's Office.</p> <p>Monies are required to renovate the Finance Department to permit all staff to work in the same area. An amount of \$28,000 from the Facilities Maintenance Reserve has been identified for this project.</p> <p><u>An additional \$2,000 donation from CVS was expended for the I Can Shine Bike Camp.</u></p> <p><b><u>Special Revenue Fund-Revenues</u></b></p>

	<p>The revenue accounts in the Special Revenue Fund need to be adjusted to:</p> <ul style="list-style-type: none"> <li>• Reflect the carry-over of \$3,000 in Transportation Grant funds for the Maryland Bikeways Program</li> <li>• Reflect the carry-over of \$975 in CDBG funds for the African Immigrant Refugee Foundation</li> <li>• Reflect the carry-over of \$28,701 in Community Development Block Grant funds for the Flower Avenue Green Street Project</li> <li>• <u>Reflect the receipt of an additional \$32,292 for the FY 16 Energy Grant</u></li> </ul> <p><b><u>Special Revenue Fund-Expenditures</u></b></p> <p>The expenditure accounts in the Special Revenue Fund need to be adjusted to reflect funds for:</p> <ul style="list-style-type: none"> <li>• The use of \$3,000 in Transportation Grant funds for the Maryland Bikeways Program</li> <li>• The use of \$975 in CDBG funds for the African Immigrant Refugee Foundation</li> <li>• The use of \$28,701 in Community Development Block Grant funds for the Flower Avenue Green Street Project</li> <li>• <u>The use of an additional \$32,292 in FY 16 Energy Grant funds</u></li> </ul>
<b>Policy</b>	The Council approves the budget of the City of Takoma Park. The Code of the City of Takoma Park requires budget amendments to be approved by a two-reading ordinance.
<b>Fiscal Impact</b>	<p>General Fund expenditures would increase by \$144,263. All but \$30,000 of the amounts identified are carry over funds from FY 2015 or transferred funds. The \$28,000 for the Finance Department renovation will be taken from the Facilities Maintenance Reserve. General Fund revenues would increase by \$2,000.</p> <p>Revenues for the Special Revenue Fund would increase by \$64,968. Expenditures for the Special Revenue Fund would increase by \$64,968.</p>
<b>Attachments</b>	Proposed FY 2016 Budget Amendment Ordinance No. 1.
<b>Recommendation</b>	Staff recommends that the City Council adopt the proposed ordinance at second reading.
<b>Special Consideration</b>	

Introduced by: Councilmember Grimes

First Reading: July 13, 2015

Second Reading:

**CITY OF TAKOMA PARK, MARYLAND  
ORDINANCE NO. 2015-31**

**FY 2016 BUDGET AMENDMENT NO. 1**

- WHEREAS, the Fiscal Year (FY) 2016 budget was adopted by the City Council on May 18, 2015; and
- WHEREAS, since this date, certain events have transpired that require modification to the FY 2016 budget; and
- WHEREAS, salary and benefits for the discontinued half-time Arts Coordinator position need to be moved into the General Administration budget to increase the Management Analyst position from half to full time; and
- WHEREAS, monies to purchase an asphalt heater need to be carried over from FY 2015; and
- WHEREAS, monies to purchase trash and recycling containers need to be carried over from FY 2015; and
- WHEREAS, monies to purchase decorative street light replacements need to be carried over from FY 2015; and
- WHEREAS, monies to complete the purchase of the integrated library system need to be carried over from FY 2015; and
- WHEREAS, monies for the completion of the Holton Lane Gateway Project need to be carried over from FY 2015; and
- WHEREAS, monies for the completion of planned public arts projects need to be carried over from FY 2015; and
- WHEREAS, monies are needed for Finance Department renovation expenses to accommodate all departmental staff in the same space; and
- WHEREAS, Community Grant monies for the Community Kitchen and the African Immigrant Refugee Foundations need to be carried over from FY 2015; and
- WHEREAS, monies for a printing project in the Housing and Community Development Department need to be carried over from FY 2015; and
- WHEREAS, Maryland Bikeways Program Grant monies need to be carried over from FY 2015; and

WHEREAS, CDBG monies for the African Immigrant Refugee Foundation need to be carried over from FY 2015; and

WHEREAS, CDBG monies for the Flower Avenue Green Street Project need to be carried over from FY 2015; and

WHEREAS, the City received a \$2,000 donation from CVS for the I Can Shine Bike Camp; and

WHEREAS, the City received an additional \$32,292 in FY 16 Energy Grant funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND THAT:

SECTION 1. The Fiscal Year 2016 Budget is amended as follows:

**General Fund – Transfers**

1. Transfer \$30,100 from account 5500-4010, HCD Administration Salaries, to account 1120-4010, General Management Salaries, to reflect movement of half-time position from Housing and Community Development to the City Manager’s Office.
2. Transfer \$16,875 from account 5500-4020, HCD Administration Fringe Benefits, to account 1120-4020, General Management Fringe Benefits, to reflect movement of half-time position from Housing and Community Development to the City Manager’s Office.

**General Fund – Revenues**

1. Appropriate \$2,000 to account 0001-3430, General Fund Donations, to reflect a donation for the I Can Shine Bike Camp.

**General Fund – Expenditures**

1. Appropriate \$76,455 to account 9100-8000, Capital Expenditures, to carry over unexpended FY 2015 funds for the purchase of an asphalt heater (\$28,595), purchase of decorative street light replacements (\$15,360), completion of the Holton Lane Gateway Project (\$14,000), and completion of a public arts project (\$18,500).
2. Appropriate \$11,958 to account 3500-5290, to carry over unexpended FY 2015 funds for the purchase of Right of Way trash and recycling containers.
3. Appropriate \$7,600 to account 9100-8003, Equipment Replacement Reserve, to carry over unexpended FY 2015 funds for the purchase of the Integrated Library System.
4. Appropriate \$28,000 to account 9100-8008, Facility Maintenance Reserve, to pay for the renovation of the Finance Department space.
5. Appropriate \$16,700 to account 9000-7150, Non-departmental Community Grants, to carry over unexpended FY 2015 funds for the Community Kitchen (\$10,000) and African Immigrant Refugee Foundation (\$6,700) projects.
6. Appropriate \$1,550 to account 5100-6515, Code Enforcement Printing, to carry over unexpended FY 2015 funds for a printing project.

7. Appropriate \$2,000 to account 5400-7014, Community Development – Transit – Pedestrian Projects, for the I Can Shine Bike Camp.

**Special Revenue Fund – Revenues**

1. Appropriate \$3,000 to account 0010-3916, Transportation Grants, for the Maryland Bikeways Program.
2. Appropriate \$975 to account 0010-3746, CDBG African Immigrant Refugee Foundation.
3. Appropriate \$28,701 to account 0010-3368, CDBG Flower Avenue Green Street Project.
4. Appropriate \$32,292 to account 0010-3352, Maryland Energy Assistance.

**Special Revenue Fund – Expenditures**

1. Appropriate \$3,000 to account 0010-6826, Transportation Grants, for the Maryland Bikeways Program.
2. Appropriate \$975 to account 0010-6848, CDBG African Immigrant Refugee Foundation.
3. Appropriate \$28,701 to account 0010-8013, CDBG Flower Avenue Green Street Project.
4. Appropriate \$32,292 to account 0010-7173, Maryland Energy Grant.

SECTION 2. The City’s Capital Improvement Program for FY 2016 shall be amended to reflect the aforementioned changes in the General Fund budget.

SECTION 4. This Ordinance shall become effective upon adoption.

Adopted this \_\_\_\_ day of \_\_\_\_, 2016 by Roll Call vote as follows:

AYE:

NAY:

ABSTAIN:

ABSENT:

# Regular Meeting

<b>Agenda Item #</b>	2
<b>Meeting Date</b>	July 27, 2015
<b>Prepared By</b>	Kenneth Sigman Assistant City Attorney
<b>Approved By</b>	Suzanne R. Ludlow City Manager

<b>Discussion Item</b>	Proposed Ordinance Amending the Takoma Park Code to Require Business and Institutional Recycling and Revising the Requirements for Residential Single Family and Multifamily Recycling
<b>Background</b>	<p>The proposed ordinance includes the comprehensive amendment of Title 10, Refuse, of the City Code that modernizes the City’s residential recycling requirements and implements a business and institutional recycling requirement. It also amends the Housing Chapter to clarify that tenants are required to recycle. If adopted, the effective date of the amendments would be January 1, 2016.</p> <p>The City has been collecting recyclables since 1989. Beginning in 1993 and phased in through 1995, licensees and owners of all multifamily dwellings that did not receive City collection were required to provide an opportunity for tenants to recycle. The draft ordinance updates the refuse and recycling sections of the City Code.</p> <p>Changes to residential recycling requirements include an updated list of recyclable materials, an authorization for the City Manager to identify additional recyclable materials via administrative regulation, and a mandate that residents of multifamily facilities participate in recycling. The proposal also ties increases in the City’s fee for residential trash and recycling collection to the Consumer Price Index.</p> <p>The proposal requires that businesses and institutions separate trash and recyclable materials and arrange for collection by a licensed contractor. This requirement parallels Montgomery County’s business recycling requirement, which is not applicable in municipalities.</p> <p>If the ordinance is adopted, many of the refuse and recycling provisions will be moved from the City Code to administrative regulations. Once prepared, notice of the proposed regulations will be published in the Takoma Park Newsletter, posted online, and sent to landlords and agents of multifamily residential facilities.</p> <p>The ordinance has been revised since the first reading to correct grammatical issues and to remove references to “yard waste” in the recycling provisions and to prohibit the placement of yard waste in refuse and recycling collection bins. The revisions are highlighted in the proposed ordinance.</p>
<b>Policy</b>	The City seeks to further environmental sustainability and protect the public health.
<b>Fiscal Impact</b>	Unknown at this time.
<b>Attachments</b>	<ul style="list-style-type: none"> <li>• Draft ordinance amending the Takoma Park Code</li> <li>• Provisions to be moved from the Code to administrative regulations</li> <li>• Time Line for Adoption of Administrative Regulations</li> </ul>



<b>Recommendation</b>	Vote on the proposed ordinance at second reading.
<b>Special Consideration</b>	

Introduced by: Councilmember Male

First Reading: July 20, 2015

Second Reading:

Effective Date:

**CITY OF TAKOMA PARK, MARYLAND**

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**ORDINANCE 2015-33**

**AMENDING THE *TAKOMA PARK CODE* TITLE 10. REFUSE, AND TITLE 6,  
HOUSING, TO MODERNIZE THE CITY'S RESIDENTIAL RECYCLING  
POLICIES AND REQUIRE BUSINESSES TO RECYCLE**

WHEREAS, Takoma Park instituted a residential recycling program in 1989, and has not made comprehensive amendments to its program since then; and

WHEREAS, Takoma Park has not yet instituted a business recycling program; and

WHEREAS, business recycling is common throughout the region and mandated in unincorporated areas of Montgomery County; and

WHEREAS, business recycling will reduce the amount of waste transported to landfills, which is consistent with the City's policy of environmental sustainability.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND:**

**SECTION 1.** Title 10, Refuse, of the *Takoma Park Code* is amended as follows:

**Chapter 10.04**  
**GENERAL PROVISIONS**

Sections:

10.04.010 Definitions.

10.04.020 Inspections by City Manager.

10.04.030 Rules, regulations, and determination of violations.

10.04.040 Recycling mandatory.

**10.04.010 Definitions.**

.....  
As used in this chapter, subject to such extensions as may be given to any of these definitions in regulations adopted under this chapter:

33 “Commingled materials” means aluminum cans and foil products, bi-metal cans, glass  
34 bottles and jars, plastic narrow neck bottles, recyclable plastic containers as specified by  
35 City regulation, and any other materials designated by City regulation, which are not  
36 separated by type, but are mixed together in one bin.

37 “Dead animal” means the dead body of any animal not killed for food.

38 “Business” means the owner or operator of any business, entity, or institution other than a  
39 multifamily facility, at, from, or by which solid waste is generated.

40 “Mixed paper” means clean, dry paper items. These items include white paper, colored  
41 paper, corrugated cardboard, boxboard, newspapers and inserts, magazines, catalogs,  
42 telephone directories, paperback books, envelopes with or without plastic or glassine  
43 windows, and other clean, dry paper.

44 “Multifamily facility” means a structure or group of structures located on the same or  
45 contiguous properties operating as a single business entity containing multiple dwelling  
46 units, including condominium buildings and apartment buildings.

47 “Person responsible” means, in the case of multifamily facilities covered by a common  
48 ownership association, the association representative, as listed in the Montgomery  
49 County Office of Common Ownership Properties; in the case of rental facilities, the  
50 property owner or agent, as identified in the rental housing license; and, in the case of  
51 single family homes, the owner.

52 “Recyclable materials” include mixed paper, commingled materials, and other items  
53 designated by City regulation. Recyclable materials do not include polystyrene (plastic  
54 #6).

55 “Yard waste” includes grass clippings, plant cuttings, brush and branches, less than three  
56 inches in diameter, and leaves.

57 **10.04.020 Inspections by City Manager.**.....

58 The City Manager is authorized to make all inspections as are necessary to determine  
59 compliance with the terms of this title. No person shall interfere in any manner with such  
60 inspections. A violation of this section is a Class B offense.

61 **10.04.030 Rules, regulations, and determination of violations.**

62 A. The City Manager shall prepare such regulations and recommend such policies as  
63 may be necessary to effect the collection and disposal of refuse, recycling, and dead  
64 animals. These regulations and policies shall have the same effect as though set forth in  
65 this title. Such regulations may include collection data reporting requirements for  
66 business and multifamily facilities and the establishment of additional recyclable  
67 materials.

68 B. In the preservation of health, safety and general welfare, the City Manager shall  
69 determine if any provisions of this title have been violated. In the event that any such  
70 violations exist, the City Manager shall send a copy of the section or sections with a copy  
71 of the municipal infraction in accordance with Section 10.28.010.

72 **10.04.040 Recycling mandatory.**

73 All residents, occupants, and businesses, and employees must separate refuse and  
74 recyclable materials and place refuse and recyclables in appropriate bins for collection.

75 **Chapter 10.08**  
76 **CITY COLLECTION OF RESIDENTIAL REFUSE, RECYCLABLES, AND**  
77 **COMPOSTABLES**

78 Sections:

79 10.08.010 Residential properties eligible for City collection.

80 10.08.020 Refuse bins.

81 10.08.030 Location of refuse bins for collection.

82 10.08.040 Interference with collection.

83 10.08.050 City Collection of recyclable materials.

84 10.08.060 Materials prohibited in collection receptacles.

85 10.08.070 Multifamily facilities—refuse and recycling fee schedule.

86 10.08.080 Authority to require refuse disposal.

87 10.08.090 City collection of compostable materials.

88

89 **10.08.010 Residential properties eligible for City collection.**

90 | The City will collect refuse and recyclables from single-family homes. The City will also  
91 | collect refuse and recycling and from multifamily facilities with twelve or fewer dwelling  
92 | units if, the owner of which elects City collection.

93 | **10.08.020 Refuse bins.**

94 | Where refuse is accumulated, the person responsible shall provide and maintain in good  
95 | condition on that premises sufficient bins for the deposit of refuse to contain all refuse  
96 | accumulated between collections. Refuse bins shall not have holes, and lids shall fit  
97 | properly so as to secure the refuse. A violation of this paragraph is a Class D offense.

98 | **10.08.030 Location of refuse bins for collection.**

99 | The person responsible shall cause the refuse to be placed for collection in a position  
100 | easily accessible to the refuse collector or at a point as may be designated by the City  
101 | Manager. Violation by a single-family home is a Class D offense. Misplacement of a  
102 | trash bin, other than one used by single-family residents, shall be a Class B infraction.

103 | **10.08.040 Interference with collection.**

104 | No person shall interfere in any manner with the collection and disposal of any refuse or  
105 | recyclables by the City, its contractors or its agents or employees. A violation of this  
106 | section is a Class C offense.

107 | **10.08.050 City Collection of recyclable materials.**

108 | The City Manager shall promulgate regulations regarding City collection of refuse and  
109 | recyclables from single-family homes and multifamily facilities. A violation of such  
110 | regulations is a Class D offense.

111 | **10.08.060 Materials prohibited in collection receptacles.**

112 | A. No person shall place or cause to be placed in any refuse or recycling bin any  
113 | poisons, acids, caustics, explosives or such other waste material as may cause damage to  
114 | collection equipment or personal injury to collectors. A violation of this section is a  
115 | Class B offense. Contaminated refuse and recycling will not be collected.

116 | B. No person shall place or cause to be placed in any refuse or recycling bin any  
117 | grass clippings, plant cuttings, brush, branches, logs, leaves, or organic mulch.

118 **10.08.070 Multifamily facilities—refuse and recycling fee schedule.**  
119 The annual fees for collection and disposal of refuse and recyclables shall be established  
120 by regulation.

121 **10.08.080 Authority to require refuse disposal.**  
122 The City Manager is specifically authorized, in addition to any other authority previously  
123 granted, to require persons responsible to dispose of refuse by proper means for the  
124 protection of the public health, safety and welfare, even though the City may have  
125 discontinued collection service.

126 **10.08.090 City collection of compostable materials.**

127 Reserved.

128 **Chapter 10.12**  
129 **PRIVATE COLLECTION FROM MULTIFAMILY FACILITIES**

130 Sections:

131 10.12.010 General.

132 10.12.020 Private collection of refuse at multifamily facilities.

133 10.12.030 Private collection of recyclables at multifamily facilities.

134 10.12.040 Private collection of compostables at multifamily facilities.

135 **10.12.010 General.**

136 A. This Chapter applies to all multifamily facilities with 13 or more units. This Chapter  
137 also applies ~~and~~ to multifamily facilities with 12 or fewer units for which, the owners of  
138 which do not elect City refuse and recyclable collection.

139 B. The person responsible or an employee of the person responsible must either collect  
140 refuse and recyclables from the facility or contract with a licensed collector.

141 **10.12.020 Private collection of refuse at multifamily facilities.**

142 The person responsible must provide refuse collection with sufficient frequency to  
143 prevent unsanitary conditions at the property and no less often than once per week. The  
144 person responsible must provide sufficient common refuse collection bins to hold the  
145 amount of refuse generated by the property between collections.

- 146 **10.12.030 Private collection of recyclables at multifamily facilities.**  
147 A. The person responsible for each multifamily facility that does not receive City refuse  
148 and recycling collection must facilitate recycling by tenants in each rental unit, including,  
149 but not limited to, providing sufficient common recycling bins to hold the amount of  
150 recyclable materials generated at the property between collections, collecting recycling at  
151 least once per week, making the common recyclable collection bins visible and at least as  
152 accessible as common refuse collection bins, and posting notice of the City’s recycling  
153 policies in a form approved by City regulation where common refuse and recycling bins  
154 are located.
- 155 B. Proof of participation in recycling program. The responsible parties of multifamily  
156 facilities that do not receive City recyclable collection shall file a report certifying  
157 compliance with this section on a form provided by the City by July 1, 2016. Thereafter,  
158 the person responsible must file its certification report annually by July 1. Multifamily  
159 facility owners must maintain and, upon request by City Manager, produce proof of a  
160 valid and current contract with a licensed collector and a copy of the collector’s license or  
161 one year’s receipts for delivery of recyclable materials to a licensed recycling facility.
- 162 C. Failure to comply with any of the requirements in this section shall constitute a Class  
163 C offense and may be levied on a per-day, per-unit basis.

164 **10.12.040 Private collection of compostables at multifamily facilities.**  
165 Reserved.

166

167 **Chapter 10.14**  
168 **BUSINESS RECYCLING AND COMPOSTING**

169 Sections:

- 170 10.14.010 Business recycling.  
171 10.14.020 Businesses—Refuse and recyclables prohibited in public bins.  
172 10.14.030 Business compostable collection.

173 **10.14.010 Business Recycling.**  
.....

174 A. This section shall apply to businesses and commercial property owners. Beginning  
175 January 1, 2016, all businesses shall recycle all the following:

176 1. recyclable materials.

177 2. yard waste

178 B. Businesses or their commercial property owner must utilize a licensed collector to  
179 collect recyclable materials.

180 **10.14.020 Businesses—Refuse and recyclables prohibited in public bins.**.....

181 No business shall place any refuse or recyclables generated from the conduct of business  
182 in any refuse bin provided by the City for the public in the public right-of-way. A  
183 violation of this section is a Class B offense.

184 **10.14.030 Business compostable collection.**.....

185 Reserved.

186 **Chapter 10.04**  
187 **GENERAL PROVISIONS**

188 **Sections:**

189 10.04.010—Definitions.

190 10.04.020—Inspections by Director of Public Works.

191 10.04.030—Rules, regulations and determination of violations.

192 **10.04.010 Definitions.**.....

193 As used in this chapter, subject to such extensions as may be given to any of these  
194 definitions under Section 10.04.030 of this chapter:

195 A. With respect to refuse discarded from a building or structure used solely for ordinary  
196 residential use, the term “Class 1”:

197 “Ashes” includes all residue resulting from the burning of coal or wood for fuel and other  
198 ash deposits from incinerators and/or outdoor fireplaces.



199 ~~“Dry refuse” includes all inorganic combustible waste material discarded from within a~~  
200 ~~house or other structure, except items of furniture, fixtures or waste material resulting~~  
201 ~~from the repair or alterations of any building or other structure.~~

202 ~~“Food waste” includes all organic animal or vegetable matter resulting from the handling,~~  
203 ~~preparation or cooking of food for home consumption.~~

204 ~~“Glass” is defined as broken glass in any form and/or bottles.~~

205 ~~“Miscellaneous refuse” includes all inorganic noncombustible waste material discarded~~  
206 ~~incident to the ordinary conduct of the dwelling or structure and not otherwise defined in~~  
207 ~~this chapter, except glass.~~

208 ~~“Recyclable materials” includes newspaper, glass bottles and jars, aluminum cans, tin-~~  
209 ~~plated steel food and beverage cans, corrugated cardboard and other items designated by~~  
210 ~~the Director of Public Works intended to be discarded by persons who receive City refuse~~  
211 ~~collection services.~~

212 ~~“Special collection materials” includes heavy or bulky items, such as furniture, rugs,~~  
213 ~~doors, screens or other household discards not to be collected on regular household refuse~~  
214 ~~collection days, and excluding yard waste and metal appliances.~~

215 ~~“Yard waste” includes grass clippings, plant cuttings, brush and branches, less than 3~~  
216 ~~inches in diameter, and leaves.~~

217 ~~B.—With respect to refuse from commercial establishments or other premises not used~~  
218 ~~solely for ordinary residential use, the term “Class 2”:~~

219 ~~“Ashes, glass, miscellaneous and yard waste” shall have the same meanings as defined~~  
220 ~~for Class 1 refuse.~~

221 ~~“Dry refuse” includes all organic combustible waste material discarded from the premises~~  
222 ~~in the ordinary conduct of the business or establishment, but shall not include waste~~  
223 ~~material resulting from the repair or alterations of the building or structure.~~

224 ~~“Food waste” includes all organic animal or vegetable waste resulting from the handling,~~  
225 ~~preparation, storage, cooking or transportation of food for human and animal~~  
226 ~~consumption.~~

227 ~~C.—With respect to refuse from any premises, the term:~~

228 ~~“Dead animal” means the dead body of any animal not killed for food.~~

229 ~~“Household furniture” means furniture designed and constructed specifically for use~~  
230 ~~inside a house or office.~~

231 ~~“Noncollectible waste” includes poisons, acids, caustics, explosives and such other waste~~  
232 ~~material as may cause damage to collection equipment or personal injury to collectors.~~

233 ~~“Person responsible” means property owner, property manager or occupant.~~

234 **~~10.04.020 Inspections by Director of Public Works.~~**  
.....

235 ~~The Director of Public Works is authorized to make all inspections as are necessary to~~  
236 ~~determine compliance with the terms of this title. No person shall interfere in any manner~~  
237 ~~with such inspections. A violation of this section is a Class B offense.~~

238 **~~10.04.030 Rules, regulations and determination of violations.~~**  
.....

239 ~~A.—The Director of Public Works shall prepare such regulations and recommend such~~  
240 ~~policies as may be necessary to effect the collection and disposal of refuse and dead~~  
241 ~~animals. These regulations and policies, when approved by the Mayor and Council, shall~~  
242 ~~have the same effect as though set forth in this title.~~

243 ~~B.—In the preservation of health, safety and general welfare, the Director of Public~~  
244 ~~Works or the Director’s representative shall determine if any provisions of this title have~~  
245 ~~been violated. In the event that any such violations exist, the Director of Public Works or~~  
246 ~~the Director’s representative shall send a copy of the section or sections with a copy of~~  
247 ~~the municipal infraction in accordance with Section 10.28.010.~~

248 ~~C.—The Assistant Director of Housing or his or her designee may serve as the Director’s~~  
249 ~~representative for the purpose of enforcement of the provisions of this title.~~

250

251  
252

**Chapter 10.08**  
**COLLECTION OF REFUSE**

253 Sections:

- 254 10.08.010 — Collection during icy and snowy weather.
- 255 10.08.020 — Confinement of animals during refuse collection.
- 256 10.08.030 — Refuse receptacles required.
- 257 10.08.040 — Location of refuse containers for collection.
- 258 10.08.050 — Placement of refuse receptacles in public way.
- 259 10.08.060 — Interference with refuse collection.
- 260 10.08.070 — Commercial establishments — Refuse prohibited in public containers.
- 261 10.08.080 — Collection of recyclable materials.
- 262 10.08.090 — Excreta prohibited in collection receptacles.

263 **10.08.010 Collection during icy and snowy weather.**

264 The occupants of all premises where refuse is accumulated shall, in icy and snowy  
265 weather, keep the walks, paths, driveways and steps as may be used by the collector in  
266 the normal collection of refuse in a condition that will permit the collection to be made  
267 without hazard to the collectors. The only penalty for violating this section is that refuse  
268 will not be collected.

269 **10.08.020 Confinement of animals during refuse collection.**

270 The occupants of all premises where refuse is accumulated for collection shall, on  
271 collection days, securely confine, in a manner that does not interfere with the collectors'  
272 duties, any animal capable of inflicting bodily harm upon the collector. The only penalty  
273 for violating this section is that refuse will not be collected.

274 **10.08.030 Refuse receptacles required.**

275 A.— Where refuse is accumulated, the person responsible shall provide and maintain in  
276 good condition on that premises any receptacle for the deposit of refuse. Refuse  
277 receptacles shall not have rusted through areas, tears or fractures, and lids shall fit  
278 properly so as to secure the refuse.

279 B.— A violation of this section is a Class D offense.

280 **~~10.08.040 Location of refuse containers for collection.~~**

---

281 ~~The occupants of all premises where refuse is accumulated shall, after preparing such~~  
282 ~~refuse for collection in the manner prescribed in Section [10.04.030](#), cause the refuse to be~~  
283 ~~placed for collection in a position easily accessible to the refuse collector or at a point as~~  
284 ~~may be designated by the Director of Public Works. Violation by a single family home is~~  
285 ~~a Class D offense. Misplacement of a trash container, other than one used by single-~~  
286 ~~family residents, shall be a Class B infraction.~~

287 **~~10.08.050 Placement of refuse receptacles in public way.~~**

---

288 ~~A.— No person shall place refuse receptacles for collection upon any public sidewalks,~~  
289 ~~streets, avenues, alleys or other public spaces except for those persons who have obtained~~  
290 ~~authorization from the Director of Public Works or the Director’s representative to place~~  
291 ~~refuse receptacles on public sidewalks, streets, avenues, alleys or other public spaces.~~

292 ~~B.— Persons who obtain permission to place refuse receptacles for collection upon public~~  
293 ~~sidewalks, streets, avenues, alleys or other public spaces shall remove those receptacles~~  
294 ~~by 7:00 a.m. in the morning following the day after actual pickup of refuse from those~~  
295 ~~containers.~~

296 ~~C.— This section does not apply to collection of recyclable materials under~~  
297 ~~Section [10.08.080](#). A violation of this section is a Class D offense.~~

298 **~~10.08.060 Interference with refuse collection.~~**

---

299 ~~No person shall interfere in any manner with the collection and disposal of any refuse or~~  
300 ~~dead animals by the City, its contractors or its agents or employees. A violation of this~~  
301 ~~section is a Class C offense.~~

302 **~~10.08.070 Commercial establishments — Refuse prohibited in public containers.~~**

---

303 ~~No vendor or employee, owner or occupant of any commercial establishment shall place~~  
304 ~~for collection, in any refuse container provided by the City, in any public right of way,~~  
305 ~~any refuse resulting from the conduct of any business or occupation of the vendor or~~  
306 ~~employee, owner or occupant of any commercial establishment. A violation of this~~  
307 ~~section is a Class B offense.~~

308 **~~10.08.080 Collection of recyclable materials.~~**

---

309 A.—~~This section applies to occupants of single family homes and multifamily dwellings~~  
310 ~~from which the City collects refuse.~~

311 B.—~~The City or a contractor of the City shall collect recyclable material once a week on~~  
312 ~~a day specified by the Director of Public Works. However, recyclable material will not be~~  
313 ~~collected on that day if:~~

314       1.—~~Snow or ice has made roadways impassable; or~~

315       2.—~~The day falls on a legal holiday.~~

316 C.—~~A person shall place newspapers, corrugated cardboard and the containers of other~~  
317 ~~recyclable material on the public right of way next to the curb. The recyclable material~~  
318 ~~shall not interfere with parking or traffic. A person shall not place the recyclables next to~~  
319 ~~the curb before 4:00 p.m. the day before the scheduled collection. After being emptied,~~  
320 ~~the recycling container shall be removed from the curb by the occupants before 12:00~~  
321 ~~midnight the day of collection.~~

322 D.—~~In cases where there is no public right of way next to the curb or the public right of~~  
323 ~~way is inadequate, the Director of Public Works shall designate an appropriate place near~~  
324 ~~the curb for placement of the recyclables. Examples of these places include the foot of~~  
325 ~~driveways, walkways or steps to the house or the edge of the front lawn. The Director~~  
326 ~~may designate a single place next to the curb for residents of multifamily dwellings.~~

327 E.—~~A person shall place the newspapers in a paper bag or box or shall tie the newspapers~~  
328 ~~in a bundle. A bag, box or bundle shall prevent the newspapers from being blown away~~  
329 ~~by the wind. A bag, box or bundle shall not weigh more than 25 pounds.~~

330 F.—~~Corrugated cardboard boxes must be broken down, with tape and staples removed,~~  
331 ~~and secured in bundles with twine.~~

332 G.—~~The City shall provide a recycling collection container to each residential unit~~  
333 ~~required to participate in the recycling program. Residents can receive replacement~~  
334 ~~containers from the City if theirs is lost or stolen.~~

335 H.—~~The recycling container is the property of the City. The recycling container is to~~  
336 ~~remain at each residential unit to which it was given. Residents who move into the City~~

337 ~~after the program has begun may receive use of another recycling container if the~~  
338 ~~container was not left with the property.~~

339 ~~I.—A person shall place all recyclable material except newspaper and cardboard in the~~  
340 ~~collection container provided to residents by the City. Glass bottles and jars, aluminum~~  
341 ~~cans and tin-plated steel cans should be emptied and cleaned before being placed in the~~  
342 ~~recycling container.~~

343 ~~J.—The Director of Public Works may designate additional material for residents to~~  
344 ~~include in the recycling program.~~

345 ~~K.—A person shall not use the recycling collection container for any other use except the~~  
346 ~~storing of recyclable items prior to collection.~~

347 ~~L.—Except for the City, its contractor or the person who placed the recyclable material~~  
348 ~~next to the curb, a person shall not collect recyclable materials that have been placed next~~  
349 ~~to the curb.~~

350 ~~M.—A violation of this section is a Class D offense.~~

351 ~~1.—Before issuing a citation for a municipal infraction, warning notices shall be~~  
352 ~~given to the person responsible as follows:~~

353 ~~a.—First Violation. The Director of Public Works or the Director's~~  
354 ~~representative shall issue a warning notice to the person responsible.~~

355 ~~b.—Second Violation. The refuse shall not be collected on the date of the~~  
356 ~~violation and the Director of Public Works or the Director's representative~~  
357 ~~shall issue a second warning notice to the person responsible. The warning~~  
358 ~~notice shall describe the violation, include instructions for the proper sorting of~~  
359 ~~recyclables from refuse, state that all single-family houses and multifamily~~  
360 ~~dwelling from which the City collects refuse must participate in the recycling~~  
361 ~~program and inform the person responsible for the violation and for~~  
362 ~~subsequent violations of the penalty. The warning notice shall be personally~~  
363 ~~delivered to the person responsible for the violation, attached to the recycling~~  
364 ~~container or mailed to the address where the violation occurred.~~

365 e.—~~Third Violation. The refuse shall not be collected on the date of the~~  
366 ~~violation and the Director of Public Works or the Director’s representative~~  
367 ~~shall issue a citation for a municipal infraction to the person responsible.~~

368 N.—~~No citations for municipal infractions for violations of this section shall be issued~~  
369 ~~prior to 6 months after the effective date of Ordinance No. 1989-4.~~

370 ~~**10.08.090 Excreta prohibited in collection receptacles.**~~

371 ~~No person shall place or cause to be placed in any receptacle provided for the collection~~  
372 ~~of refuse any human excreta or any article or substance soiled by human or animal~~  
373 ~~excreta. A violation of this section is a Class B offense. Refuse will not be collected.~~

374

375 **Chapter 10.12**  
376 **MULTIFAMILY UNIT REFUSE COLLECTION**

377 Sections:

378 10.12.010—~~Multiple family unit refuse collection regulations.~~

379 10.12.020—~~Refuse regulations applicable to multifamily units.~~

380 10.12.030—~~Multifamily dwelling units refuse and recycling fee schedule.~~

381 10.12.040—~~Multifamily unit refuse collection fee date—Delinquent accounts.~~

382 10.12.050—~~Construction of multiple family units—Prorated fee.~~

383 10.12.060—~~Service stoppage—Unpaid charges.~~

384 10.12.070—~~Notification of Clerk—Treasurer by Director of Public Works.~~

385 10.12.080—~~Authority to require refuse disposal.~~

386 10.12.090—~~Multifamily unit recycling collection regulations.~~

387 ~~**10.12.010 Multiple family unit refuse collection regulations.**~~

388 ~~All refuse accumulated by the occupants of multiple family units shall be collected,~~  
389 ~~conveyed and disposed of by the City, subject to provisions as follows:~~

390 A.—~~This chapter shall not prohibit the actual producers of refuse, or the owners of~~  
391 ~~premises upon which refuse has accumulated, from personally collecting, conveying and~~  
392 ~~disposing of such refuse by means of private or commercial refuse collectors.~~

393 ~~B.— Multiple family dwellings equipped with a central incinerator unit which has been~~  
394 ~~officially approved by the Fire Marshal and which is operated in accordance with the Fire~~  
395 ~~Prevention Code shall be exempt from the provisions of~~  
396 ~~Sections 10.12.030 through 10.12.060 of this chapter.~~

397 ~~C.— It shall be the responsibility of the owner, agent or manager of a multiple family~~  
398 ~~dwelling to notify the Director of Public Works in writing of the intent to dispose of~~  
399 ~~refuse by private means at least 15 days prior to the due date of fees as scheduled in~~  
400 ~~Sections 10.12.030 through 10.12.060 of this chapter.~~

401 ~~D.— Private means as stipulated in subsections (A) and (C) of this section shall be subject~~  
402 ~~to the approval of the Director of Public Works as related to the public health, safety and~~  
403 ~~welfare.~~

404 ~~E.— Any fees accrued for prior service shall be subject to delinquent account procedure~~  
405 ~~as stipulated in Section 10.12.070.~~

406 ~~**10.12.020 Refuse regulations applicable to multifamily units.**~~

407 ~~Separation of refuse, preparation of refuse and refuse containers provided by owners,~~  
408 ~~tenants, lessees or occupants of the multifamily unit premises shall comply with all~~  
409 ~~ordinances and regulations of the City presently in effect and to become effective in the~~  
410 ~~future, except for Section 10.08.080, if the City does not collect refuse from the premises.~~

411 ~~**10.12.030 Multifamily dwelling units refuse and recycling fee schedule.**~~

412 ~~The annual fees for collection and disposal of refuse and recyclables placed for collection~~  
413 ~~at the ground level outside the multifamily dwelling in a position easily accessible to the~~  
414 ~~sanitation personnel or at any point as may be designated by the Director of Public Works~~  
415 ~~and not more than 100' feet distant from the side of the street or alley from which the~~  
416 ~~collection is to be made shall be as follows:~~

417 ~~Multifamily dwellings with 2 through 12 dwelling units: no fee for the first dwelling unit~~  
418 ~~and \$143.00 for each additional dwelling unit~~

419 ~~**10.12.040 Multifamily unit refuse collection fee date—Delinquent accounts.**~~



420 A.—All fees chargeable under Section 10.12.030 shall be due semiannually on July 1st  
421 and January 1st of each year.

422 B.—All accounts shall be considered delinquent if not paid within 30 days of the due  
423 date. All delinquent accounts are subject to a late penalty charge of 10% of the amount  
424 due.

425 C.—If a delinquent account is not paid within the 30-day grace period after the due date,  
426 the Clerk-Treasurer shall so certify to the Director of Public Works who shall cease all  
427 refuse collections for that dwelling unless directed otherwise by the Chairperson of the  
428 Public Welfare Committee of the Council.

429 **~~10.12.050 Construction of multiple-family units—Prorated fee.~~**

430 Multiple-family units constructed after June 22, 1964, shall have the fees authorized by  
431 this chapter prorated from the date refuse collection service is commenced to the next  
432 semiannual due date established by this chapter.

433 **~~10.12.060 Service stoppage—Unpaid charges.~~**

434 The stoppage of service as authorized under Section 10.12.040 for nonpayment of  
435 collection charges shall be in addition to the right of the City to proceed for the collection  
436 of the unpaid charges in a manner provided by law for the collection of delinquent taxes.

437 **~~10.12.070 Notification of Clerk—Treasurer by Director of Public Works.~~**

438 The Director of Public Works shall certify to the Clerk-Treasurer 30 days in advance of  
439 the due date as specified in Section 10.12.040 the number of units to be charged at each  
440 specific location, furnishing the name and address of the person owning or operating the  
441 dwelling.

442 **~~10.12.080 Authority to require refuse disposal.~~**

443 The Director of Public Works is specifically authorized, in addition to any other authority  
444 previously granted, to require the owner, agent, manager or occupants of multiple-family  
445 dwellings to dispose of refuse by proper means for the protection of the public health,  
446 safety and welfare, even though the service may have been discontinued by the Sanitation  
447 Division.

448 **~~10.12.090 Multifamily unit recycling collection regulations.~~**

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449 A.—~~By May 1, 1993, licensees and owners of all multifamily dwellings which do not~~  
450 ~~receive City refuse collection must provide an opportunity for tenants in each rental unit~~  
451 ~~to recycle materials pursuant to the requirements set forth in this section.~~

452 B.—~~Recycling programs in multifamily dwellings that do not have City refuse and~~  
453 ~~recyclable collection must include at least 2 of the recyclable material groups designated~~  
454 ~~in subsection (C) of this section by May 1, 1993; 4 of said designated recyclable material~~  
455 ~~groups by May 1, 1994; and all of said designated recyclable material groups by May 1,~~  
456 ~~1995.~~

457 C.—~~The recyclable material groups covered by this section included:~~

458 1.—~~Aluminum and tin-plated steel food and beverage cans;~~

459 2.—~~Appliances;~~

460 3.—~~Corrugated cardboard;~~

461 4.—~~Glass bottles and jars;~~

462 5.—~~Newspapers;~~

463 6.—~~Other paper;~~

464 7.—~~Plastic bottles.~~

465 D.—~~The licensee or owner of each multifamily dwelling which does not have City refuse~~  
466 ~~and recycling collection shall complete a recycling plan for multifamily dwellings, on a~~  
467 ~~form developed by and available from the Director of Public Works. A recycling plan~~  
468 ~~must be submitted to the Director of Public Works or the Director's designee no later~~  
469 ~~than 3 months prior to each of the implementation deadlines set forth in subsection (B) of~~  
470 ~~this section.~~

471 E.—~~The licensee or owner of a multifamily dwelling which does not have City refuse~~  
472 ~~and recycling collection may request technical assistance from the Director of Public~~

473 ~~Works or the Director's designee for the completion of a recycling plan for multifamily~~  
474 ~~dwelling and/or the implementation of a recycling program.~~

475 ~~F. The Director of Public Works is authorized to extend any date of compliance~~  
476 ~~designated in subsection (B) of this section if the licensee or owner requests an extension~~  
477 ~~prior to the applicable date of compliance and demonstrates that he or she, despite best~~  
478 ~~efforts, cannot comply with the requirements set forth in this section.~~

479 ~~G. Failure to comply with any of the requirements in this section shall constitute a~~  
480 ~~Class C offense and may be levied on a per day, per unit basis.~~

481  
482 **SECTION 2.** Title 6, Housing, of the *Takoma Park Code* is amended as follows:  
483

484 **Chapter 6.16**  
485 **LANDLORD-TENANT RELATIONS**

486 **6.16.060 Lease requirements.**

487 All leases shall:

488 \* \* \*

489 Require the tenant to separate refuse and recyclable materials and place refuse and  
490 recyclables in appropriate bins for collection.

491 **6.16.040 Obligations of tenants.**

492 All tenants, members of the tenant's household, housemates, and any person on the  
493 premises with a tenant's permission shall:

494 \* \* \*

495 C. Separate refuse and recyclable materials, place refuse and recyclables in appropriate  
496 bins for collection, and ~~Dispose of all rubbish, garbage, refuse, recyclables, and as~~  
497 required and other organic and flammable waste from the rental unit in a clean and  
498 sanitary manner;

499 **AND BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TAKOMA**

500 **PARK, MARYLAND:**

501

502 This Ordinance will be effective January 1, 2016.

503

504 ADOPTED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND,  
505 THIS XX DAY OF XX, 2014, BY ROLL-CALL VOTE AS FOLLOWS:

506

507 AYE:

508

509 NAY:

510

511 ABSENT:

512

513 ABSTAIN:

514

515 NOTE: Amendments to the Ordinance between first and second reading are highlighted.

# REFUSE AND RECYCLING ORDINANCE

## CONTENT FOR REGULATIONS

July 20, 2015

The following provisions previously included in the proposed Ordinance will be incorporated in regulations to be prepared prior to the effective date of the Ordinance.

**This document is being provided for informational purposes only. The City Council's approval of Ordinance No. \_\_\_\_\_ does not constitute approval of the provisions included in this document. Following enactment of the ordinance, staff and the City Attorney's Office will prepare formal regulations that address these issues and any additional issues necessary to implement the ordinance.**

### **Definitions**

"Director" means the Director of Public Works or his or her designee.

### **Collection during icy and snowy weather.**

---

The person responsible shall, in icy and snowy weather, keep the walks, paths, driveways and steps as may be used by the collector in the normal collection of refuse in a condition that will permit the collection to be made without hazard to the collectors. If this section is violated, collection will not be made.

### **Confinement of animals during refuse and recyclable collection.**

---

The person responsible shall, on collection days, securely confine, in a manner that does not interfere with the collectors' duties, any animal capable of inflicting bodily harm upon the collector. If this section is violated, collection will not be made.

### **Special Collections**

Special collection materials. Persons responsible shall schedule the collection of heavy or bulky items household items such as furniture, rugs, doors, and exercise equipment before placing them out for collection, shall not put them out for collection until 7:00 pm

on the day before the collection, and shall be responsible for paying a special collection fee.

**City Collection of recyclable materials.**

B. The City or a contractor of the City shall collect recyclable material once a week on a day specified by the City Manager. However, recyclable material will not be collected on that day if:

1. Snow or ice has made roadways impassable; or
2. The day falls on a legal holiday.

C. Mixed paper shall be secured against blowing away. Loose mixed paper shall be bagged, bundled or boxed before placement in a recycling bin to facilitate the separation of mixed paper and other recyclables at the collection facility. Each bag, box or bundle shall not weigh more than 25 pounds to facilitate collection.

D. Corrugated cardboard boxes must be broken down and secured from blowing away.

E. The City shall provide a recycling collection bin to each residential unit required to participate in the recycling program. Residents can receive replacement bins from the City if theirs is lost or stolen.

F. The recycling bin is the property of the City. The recycling bin is to remain at each residential unit to which it was given. Residents who move into the City after the program has begun may receive use of another recycling bin if the bin was not left with the property.

G. A person shall place all recyclable material except newspaper and cardboard in the collection bin provided to residents by the City or any other clearly identifiable recycling bin of a size approved by the City Manager. Comingled materials should be emptied and cleaned before being placed in the recycling bin.

H. The City Manager may designate additional material to be recycled.

I. A person shall not use the recycling collection bin for any other use except the storing of recyclable items prior to collection.

J. Except for the City, its contractor or the person who placed the recyclable material next to the curb, a person shall not collect recyclable materials that have been placed next to the curb.

K. Violations.

1. Before issuing a citation for a municipal infraction, warning notices shall be given to the person responsible as follows:

a. First Violation. The City Manager shall issue a warning notice to the person responsible.

b. Second Violation. The refuse shall not be collected on the date of the violation and the City Manager shall issue a second warning notice to the person responsible. The warning notice shall describe the violation, include instructions for the proper sorting of recyclables from refuse, state that all single-family houses and multifamily facilities from which the City collects refuse must participate in the recycling program and inform the person responsible for the violation and for subsequent violations of the penalty. The warning notice shall be personally delivered to the person responsible for the violation, attached to the recycling bin or mailed to the address where the violation occurred.

c. Third Violation. The refuse shall not be collected on the date of the violation and the City Manager shall issue a citation for a municipal infraction to the person responsible.

**Multifamily facilities—refuse and recycling fee schedule.**

Multifamily facilities with 2 through 12 dwelling units: no fee for the first dwelling unit and, effective January 1, 2016, \$143.00 for each additional dwelling unit. On January 1st of each year thereafter, the fee for units 2 through 12 shall increase by an amount equal to the percent change in the Consumer Price Index

("CPI-U"), or any successor or replacement to this CPI, rounded to the nearest dollar. All annual computations shall be based on the prior nonrounded figures; only the fee charged shall be rounded. The percent change in the CPI-U shall be computed for the 12-month period ending in September of each year from the average CPI-U for the 12-month period ending in September of the previous year. If there is no increase in the CPI-U, then the collection fee shall remain the same.

**10.08.100 Unpaid fees.**

The City may proceed with the collection of unpaid fees in the manner provided by law for the collection of delinquent taxes.

C. Cancellation of City collection. The person responsible must notify the Public Works Director in writing of the intent to end City collection and dispose of refuse and recycling by private means at least 15 days prior to the due date of City refuse and recycling collection fees.

**Business Recycling.**

C. Commercial property owners must make adequate common recycling collection bins available to their tenants.

D. Bins. All recyclable materials shall be placed in an appropriate industry-standard bin. All bins shall be kept in a safe, accessible location.

E. Businesses are responsible for ensuring their employees recycle and must separate refuse and recyclables generated on their premises.

F. Proof of participation in recycling program.

1. Commercial Property Owners. Commercial property owners that contract with a licensed collector to provide recyclable collection service for their business or tenants shall file a report on a form provided by the



City by July 1, 2016, and by July 1 of every year thereafter identifying the businesses for which they provide recyclable collection and certifying compliance with this section. Commercial property owners shall maintain and, upon request by the City Manager or his or her designee, produce proof of a valid and current contract with a licensed collector and a copy of the collector's license and proof of payment of twelve months' collection fees.

2. **Businesses.** Businesses that contract with a licensed collector shall file a report on a form provided by the City by January 1, 2016, and by January 1 of every odd numbered year thereafter, certifying compliance with this section. Such businesses shall maintain and, upon request by the City Manager or his or her designee, produce proof of a valid and current contract with a licensed collector, a copy of the collector's license, and proof of payment of twelve months' collection fees. Businesses whose commercial property owner provides recyclable collection service are responsible for ensuring that their property owner files the certification required by paragraph 1 of this subsection.

## **Time Line for Recycling Code Administrative Regulations**

- Regulations drafted August/September
- Regulations issued to Council at least one week before publication in the October Newsletter.
- Publication of Notice in October 2015 Newsletter. Minimum comment period of 30 days.\*
- Notice of Final Action in December 2015 Newsletter
- Regulations Effective in December 2015 (at least 21 days after the notice of final regulation)\*

If Council directs a longer period for public comment, elects to hold a public hearing on the proposed regulation, or modifies or withdraws the final regulation, the process may need to be extended into 2016.

# Regular Meeting

<b>Agenda Item #</b>	3
<b>Meeting Date</b>	July 27, 2015
<b>Prepared By</b>	Sara Anne Daines HCD Director
<b>Approved By</b>	Suzanne R. Ludlow City Manager

<b>Discussion Item</b>	Single Reading Ordinance Authorizing Award of FY16 Community Grant Funds
<b>Background</b>	<p>The Council, having heard and considered the recommendations of the Grants Review Committee and comments from the public on July 6 and again on July 20, has expressed support of the following FY16 Community Grant awards:</p> <p><u>Capital Project Grants – Award Recommendations</u></p> <ul style="list-style-type: none"> <li>• Historic Takoma: Takoma Community Radio Station \$ 11,000</li> <li>• Montgomery Housing Partnership: Parkview Tower Site <u>\$ 11,000</u></li> </ul> <p style="text-align: right;">Subtotal \$ 22,000</p> <p><u>Cultural and STEM Grants – Award Recommendations</u></p> <ul style="list-style-type: none"> <li>• CHEER: Youth Development Collaborative \$ 11,250</li> <li>• Docs in Progress: Community Film Screening \$ 4,000</li> <li>• Old Takoma Business Association: Main Street Takoma Festivals \$ 11,200</li> <li>• Rhizome DC: Makers Space and Programming \$ 11,250</li> <li>• Takoma Ensemble: Concert Series 2015-2016 \$ 7,500</li> <li>• Takoma Langley Crossroads CDA: Mural on Holton Lane <u>\$ 10,000</u></li> </ul> <p style="text-align: right;">Subtotal \$ 55,200</p> <p><u>Program and Operational Support Grants – Award Recommendations</u></p> <ul style="list-style-type: none"> <li>• CHEER: 636 Houston Court Capacity Building Project \$ 4,000</li> <li>• CHEER: Takoma Park Civic Engagement Project \$ 15,000</li> <li>• Crossroads Community Food Network: General Operations \$ 22,500</li> <li>• Dance Exchange: General Operations \$ 15,100</li> <li>• EduCare Support Services, Inc.: Food Pantry \$ 23,900</li> <li>• New Hampshire Gardens Citizens Association: Capacity Building \$ 3,800</li> <li>• Takoma Park Difference Makers: Vehicle Purchase <u>\$ 3,500</u></li> </ul> <p style="text-align: right;">Subtotal \$ 87,800</p> <p style="text-align: right;">Total Community Grant Award Recommendations \$165,000</p> <p>Adoption of the proposed Single Reading Ordinance will facilitate the award of these funds and authorize the execution of associated grant agreements. Funds will be disbursed on a reimbursement basis for approved expenditures incurred by the Grantee between July 1, 2015 and June 30, 2016.</p>

<b>Policy</b>	To provide grant funding to organizations in support of projects and programming which benefit the Takoma Park community.
<b>Fiscal Impact</b>	FY15 Community Grants Awards \$165,000
<b>Attachments</b>	Single Reading Ordinance Authorizing Award of Community Grant Funds
<b>Recommendation</b>	To adopt the attached Ordinance
<b>Special Consideration</b>	

Introduced by:

Single Reading:

**CITY OF TAKOMA PARK, MARYLAND**

**ORDINANCE NO. 2015-**

**AUTHORIZING AWARD OF FY16 COMMUNITY GRANT FUNDS**

WHEREAS, in July 2014, the Council formalized its grants process, establishing guidelines and funding parameters for three new community grants programs: Cultural and S.T.E.M. (Science, Technology, Engineering and Mathematics) Grants, Program and Operational Support Grants, and Capital Project Grants; and

WHEREAS, a total of thirty-eight (38) letters of intent and initial funding requests were submitted to the Grants Review Committee (the "Committee"), twenty-seven (27) of which were invited to submit a full grant application; and

WHEREAS, twenty-one (21) applications requesting a total of \$317,900 in grant funds were received and forwarded to the Committee for review and evaluation; and

WHEREAS, the funding recommendation of the Committee were presented to the Council for consideration on July 6, 2015; and

WHEREAS, the Council, having heard the recommendations of the Committee and after carefully weighing public comments, identified fifteen (15) projects which best fit the criteria established for the program; and

WHEREAS, a total of \$165,000 has been budgeted for the FY16 Community Grant program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TAKOMA PARK, MARYLAND THAT

SECTION 1. Community Grant Program - Capital Project grant funds are awarded to the following organizations:

- a) Historic Takoma: Takoma Community Radio Station - \$ 11,000
- b) Montgomery Housing Partnership: Parkview Tower Site - \$ 11,000

SECTION 2. Community Grant Program - Culture and S.T.E.M. grant funds are awarded to the following organizations:

- a) CHEER: Youth Development Collaborative - \$11,250
- b) Docs in Progress: Community Film Screening - \$4,000
- c) Old Takoma Business Association: Main Street Takoma Festivals - \$11,200
- d) Rhizome DC: Makers Space and Programming - \$11,250
- e) Takoma Ensemble: Concert Series 2015-2016 - \$7,500
- f) Takoma Langley Crossroads CDA: Mural on Holton Lane - \$10,000

SECTION 3. Community Grant Program - Operating and Program Support grant funds are awarded to the following organizations:

- a) CHEER: 636 Houston Court Capacity Building Project - \$4,000
- b) CHEER: Takoma Park Civic Engagement Project - \$15,000
- c) Crossroads Community Food Network: General Operations - \$22,500
- d) Dance Exchange: General Operations - \$15,100
- e) EduCare Support Services, Inc.: Food Pantry - \$23,900
- f) New Hampshire Gardens Citizens Association: Capacity Building - \$3,800
- g) Takoma Park Difference Makers: Vehicle Purchase - \$3,500

SECTION 4. The City Manager is further authorized to execute any documents, and take any action necessary to carry out the intent of this Ordinance.

SECTION 5. This Ordinance shall become effective immediately.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by roll-call vote as follows:

AYE:

NAY:

ABSTAIN:

ABSENT:

# Regular Meeting

<b>Agenda Item #</b>	4
<b>Meeting Date</b>	July 27, 2015
<b>Prepared By</b>	Ellen Arnold-Robbins Library Director
<b>Reviewed By</b>	Suzanne Ludlow City Manager

<b>Discussion Item</b>	Ordinance authorizing a Contract for continued concept design and potential detailed design and engineering for Library renovation
<b>Background</b>	<p>Beginning in 2014, The Lukmire Partnership conducted space planning assessments, held meetings with the public, and created conceptual designs for the Library in 2014 and 2015. A Final Report was issued in February of 2015, based on the extensive analysis and community and staff input.</p> <p>The Council met with Principal Architect Greg Lukmire on June 15 and July 13 of 2015 and discussed the designs and space needs. The Council has asked the architect to prepare revised concept designs based on the discussion.</p> <p>The FY 2016 budget includes \$200,000 for detailed design and engineering for a library renovation project. Because continued work on conceptual designs and related engineering investigations may exceed the \$7,500 allowable to be extended by the City Manager on the original contract, this proposed Ordinance would authorize the City Manager to enter into a new contract with The Lukmire Partnership to a) continue conceptual design work and public discussions regarding new concept designs and b) undertake detailed design and engineering work if the Council approves moving forward on a library renovation project. The City Manager has established that contracting with The Lukmire Partnership may be done through the sole source provisions of the City Code. The Lukmire Partnership was chosen after a competitive request for proposal process for the original contract.</p>
<b>Policy</b>	Council is concerned with the preservation of City facilities, through economically and environmentally sustainable means. The age of the Library building requires a plan of action to preserve its life as a City facility and a Department serving Takoma Park residents.
<b>Fiscal Impact</b>	\$200,000 is included in the FY 16 approved Budget for detailed design development and any engineering costs associated with Library renovation and expansion.
<b>Attachments</b>	Draft Ordinance authorizing a contract with The Lukmire Partnership for continued concept design and potential detailed design and engineering for Library renovation.
<b>Recommendation</b>	Approve the Ordinance.
<b>Special Consideration</b>	

**CITY OF TAKOMA PARK, MARYLAND**

**ORDINANCE NO. 2015-**

**AUTHORIZING A CONTRACT WITH THE LUKMIRE PARTNERSHIP FOR  
CONTINUED CONCEPT DESIGN AND POTENTIAL DETAILED DESIGN AND  
ENGINEERING FOR LIBRARY RENOVATION**

WHEREAS, in 2014, as a result of a competitive request for proposal process, The Lukmire Partnership contracted with the City to assess space needs and develop conceptual designs for the Library, which process led to the issuance of a Final Report in February 2015, and the presentation of its conclusions to the City Council on February 9, 2015; and

WHEREAS, The Council met with Principal Architect Greg Lukmire on June 15 and July 13 to review the concept designs; and

WHEREAS, The Council has requested the architect to produce modified designs based on their discussion; and

WHEREAS, The City Manager has established that contracting for more conceptual designs as well as detailed design and engineering may be done through the sole source procurement provisions of the City Code; and

WHEREAS, \$200,000 is included in the FY16 approved Budget for design and engineering work associated with library renovations if the Council wishes to proceed with that renovation work.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND, THAT:

SECTION 1. The City Manager may authorize The Lukmire Partnership to pursue additional and/or modified concept designs for the Library; and

SECTION 2. Upon public review and the adoption of a preferred concept design by Council, the City Manager may then authorize The Lukmire Partnership for detailed design development, working drawings, and civil engineering for renovation of the Takoma Park Library.

SECTION 3. This Ordinance shall become effective upon adoption.

Adopted this XXth. day of July, 2015 by roll-call vote as follows:

AYE:

NAY:

ABSTAIN:

ABSENT:



# Regular Meeting

Agenda Item #	5
Meeting Date	July 27, 2015
Prepared By	Suzanne R. Ludlow City Manager

Discussion Item	Resolution Regarding Comments on the Comcast Cable Television Franchise
<p><b>Background</b></p>	<p>Takoma Park is served by three cable television companies: Verizon, Comcast and RCN. The City has a franchise agreement with each that governs how they operate and what amounts they pay for the right to be in the City rights of way and sell their services to the public. Because telecommunications law is remarkably complex and monitoring their services requires staff, all municipalities in Montgomery County except Gaithersburg rely on Montgomery County (through a Memorandum of Understanding) to negotiate the franchise agreements, coordinate fiber distribution, and oversee customer service. In order to protect the interests of the municipalities, separate legal counsel advise the municipalities as to the terms of the MOU with Montgomery County and any additional terms for the final franchise agreements that each municipality signs with each of the cable television companies.</p> <p>Over the past few years, franchise agreement negotiations have been underway with both Comcast and RCN. Montgomery County staff and their specialized legal counsel have negotiated tentative agreements with both. The Verizon franchise is not due to be renegotiated for seven years.</p> <p>A County Executive public hearing is scheduled on August 3 at 7:00 pm on the proposed Comcast agreement. Municipal representatives were presented with unofficial proposed terms for a revised MOU between the County and the municipalities at a meeting on July 23. This MOU would change the amount of money to be received by the municipalities from the Comcast agreement and, potentially, from the Verizon agreement. Information on monies from the RCN proposed agreement were not included in the presentation because there are few RCN subscribers in the County and, of the municipalities, only Takoma Park receives any money from RCN.</p> <p>Because information affecting municipalities has been received so late and the proposal requires study by staff, attorneys and Councilmembers, Takoma Park testimony for the August 3 public hearing will be focused on statements about what Takoma Park wishes to see out of the Comcast franchise agreement and related MOU with Montgomery County.</p> <p>It is staff’s recommendation that the testimony:</p> <ul style="list-style-type: none"> <li>• Indicate support for the pro-consumer elements of the proposed Comcast agreement, including an additional location on the eastern side of Montgomery County for obtaining/returning equipment, and continued free service to a number of non-profit organizations and government agencies</li> <li>• Indicate support for the settlement agreement that will allow all of the PEG (Public/Educational/Government) grant of 3% of gross revenue to be used</li> </ul>

	<p>for operating costs, providing a match is made for two-thirds of the amount</p> <ul style="list-style-type: none"> <li>• Indicate concern that discussions regarding the revenue distribution between the County and the municipalities have only just begun and need to be resolved before the City can determine whether or not it will sign the franchise agreement with Comcast and the MOU with Montgomery County</li> <li>• Indicate concern that discussions regarding Takoma Park’s access to an HD channel have not yet occurred</li> <li>• Strongly urge that the municipalities have a vote on the PEG Governance Board so that municipal interests can be represented when recommendations are made regarding use of HD channels, channel operations, etc.</li> <li>• Request that payment of the legal fees for the legal counsel used by the municipalities be paid, as they have been for previous negotiations on franchise agreements</li> <li>• Request that provisions be included in the Comcast franchise agreement that Comcast remove wires from properties that cease using Comcast equipment within thirty days of the end of service</li> <li>• Request that provisions be included in the Comcast franchise agreement that Comcast have an easy-to-locate phone number that non-customers may call to report a problem with a Comcast wire or damage to property by Comcast employees.</li> </ul>
<b>Policy</b>	The Council is interested in having Takoma Park residents receive good and reasonably priced cable services, in having video coverage of Takoma Park Council meetings and other broadcasts of public interest be accessible to the public, and in having the City of Takoma Park fairly compensated for the use of its rights of way.
<b>Fiscal Impact</b>	n/a
<b>Attachments</b>	Draft resolution; public hearing notice
<b>Recommendation</b>	Adopt resolution
<b>Special Consideration</b>	

**Introduced By:**

**RESOLUTION #2015-xx**

**Resolution Commenting on Proposed Comcast Franchise Agreement**

WHEREAS, Montgomery County will be holding a public hearing to receive input regarding terms for a renewal of a cable franchise from Comcast of Potomac, LLC; and

WHEREAS, the City of Takoma Park will also be considering the terms of renewal of the cable franchise with Comcast of Potomac, LLC

WHEREAS, under terms of a Memorandum of Understanding (MOU) between the City of Takoma Park and Montgomery County, Montgomery County undertakes the bulk of the complex franchise negotiations, coordinates fiber distribution and oversees cable company customer service; and

WHEREAS, negotiations related to the MOU between the City of Takoma Park, most other Montgomery County municipalities and Montgomery County have only just begun but are closely tied to the provisions of the proposed franchise agreement with Comcast; and

WHEREAS, it is in the City's interest to express its needs from the franchise agreement with Comcast and the MOU with Montgomery County at the public hearing on August 3; and

WHEREAS, the following points shall be included in the testimony for the City:

- The City supports the pro-consumer elements of the proposed Comcast agreement, including an additional location on the eastern side of Montgomery County for obtaining/returning equipment, and continued free service to a number of non-profit organizations and government agencies
- The City supports the proposed settlement agreement that will allow all of the PEG (Public/Educational/Government) grant of 3% of gross revenue to be used for operating costs, providing a match is made for two-thirds of the amount

- The City is concerned that discussions regarding the revenue distribution between the County and the municipalities have only just begun and need to be resolved before the City can determine whether or not it will sign the franchise agreement with Comcast and the MOU with Montgomery County
- The City is concerned that discussions regarding Takoma Park's access to an HD (high definition) channel have not yet occurred
- The City strongly urges that Montgomery County municipalities have a vote on the PEG Governance Board so that municipal interests can be represented when recommendations are made regarding use of HD channels and related operations
- The City requests that payment of the legal fees for the legal counsel used by the municipalities be paid, as they have been for previous negotiations on franchise agreements
- The City requests that provisions be included in the Comcast franchise agreement that Comcast remove wires from properties that cease using Comcast equipment within thirty days of the end of service
- The City requests that provisions be included in the Comcast franchise that require Comcast to have an easy-to-locate phone number that non-customers may use to report a problem with a Comcast wire or damage to property by Comcast employees.

NOW, THEREFORE, BE IT RESOLVED THAT the Council of the City of Takoma Park directs the City Manager to prepare testimony conveying the position of the City of Takoma Park, as indicated above, for the August 3 public hearing on the proposed franchise agreement with Comcast of Potomac, LLC.

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015.



**DEPARTMENT OF TECHNOLOGY SERVICES**

Isiah Leggett  
*County Executive*

Harash (Sonny) Segal  
*Chief Information Officer*

**PUBLIC HEARING NOTICE**

**PUBLIC HEARING**  
**Monday, August 3<sup>rd</sup>, 2015**  
**At 7:00 PM**  
**County Executive Office Building**  
**Lobby Level Auditorium**  
**101 Monroe Street, Rockville, Maryland**

**CABLE TELEVISION FRANCHISE**

Montgomery County has received an application for a renewal of a cable franchise from Comcast of Potomac, LLC.

In accordance with Section 8A-22 of the Montgomery County Code, a public hearing has been scheduled to receive input regarding the application. This hearing will be conducted jointly with participating municipalities pursuant to requirements of applicable local ordinances.

Copies of the application and related public documents are available on the internet at [www.montgomerycountymd.gov/cable/comcastrenewal.html](http://www.montgomerycountymd.gov/cable/comcastrenewal.html) or are available for inspection in the Department of Technology Services, Cable Office, 100 Maryland Ave., Suite #250, Rockville, MD.

Individuals may either testify in person at the public hearing or provide written comments for the record. To pre-register to testify at the hearing, contact the County's Cable Office at 240-777-3762. Written comments may be submitted through 5:00 PM on Monday, August 10<sup>th</sup>, 2015, or as otherwise directed by the Hearing Officer. Comments should be mailed or delivered to DTS-Cable Office, 100 Maryland Ave., Suite #250, Rockville, MD 20850. Comments may also be submitted via email to [Marjorie.williams@montgomerycountymd.gov](mailto:Marjorie.williams@montgomerycountymd.gov).

Interpreter services are available for deaf or hearing impaired citizens with five (5) working days advance notice. Call 240-777-3762 or email [Marjorie.williams@montgomerycountymd.gov](mailto:Marjorie.williams@montgomerycountymd.gov) giving the name and telephone of the requesting resident and the type of interpreter services needed.

# Consent Agenda

<b>Agenda Item #</b>	6A
<b>Meeting Date</b>	July 27, 2015
<b>Prepared By</b>	Jessie Carpenter City Clerk
<b>Approved By</b>	Suzanne R. Ludlow City Manager

<b>Discussion Item</b>	Resolution Setting Forth the Dates for the City Council's Summer Recess
<b>Background</b>	Each year, the City Council calls a recess during the month of August to accommodate vacation schedules. This year's recess will commence following the City Council's meeting on Monday, July 27, 2015 and will continue through Monday, September 7, 2015. The Council's first meeting in September will be on Tuesday, September 8.
<b>Policy</b>	The City Council generally holds a meeting or work session four times a month except during periods of recess. Recess is set by resolution.
<b>Fiscal Impact</b>	N/A
<b>Attachments</b>	Resolution
<b>Recommendation</b>	Adopt the resolution as part of the consent agenda.
<b>Special Consideration</b>	

Introduced by:

**CITY OF TAKOMA PARK, MARYLAND**

**Resolution 2015-  
Setting Forth the Dates for the City Council's 2015 Summer Recess**

**WHEREAS**, a meeting or work session is generally held by the City Council four times each month except during periods of recess; and

**WHEREAS**, in order to accommodate vacation schedules of members of the City Council, a summer recess may be called; and

**WHEREAS**, the 2015 summer recess will commence following adjournment of the City Council's meeting on Monday, July 27, 2015; and

**WHEREAS**, the City Council will resume its meeting schedule on Tuesday, September 8, 2015.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council does hereby schedule its 2015 summer recess to begin on Tuesday, July 28 and extend through Monday, September 7.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Attest:

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Jessie Carpenter, CMC  
City Clerk

# Consent Agenda

<b>Agenda Item #</b>	6B
<b>Meeting Date</b>	July 27, 2015
<b>Prepared By</b>	Sara Anne Daines HCD Director
<b>Approved By</b>	Suzanne R. Ludlow City Manager

<b>Discussion Item</b>	Single Reading Ordinance Authorizing Execution of a Contract for Economic Development Services with the Old Takoma Business Association, Inc.
<b>Background</b>	<p>The Council is asked to consider a Single Reading Ordinance authorizing the execution of a contract with the Old Takoma Business Association (“OTBA”) for the provision of certain economic development services in the Main Street Takoma commercial district. The scope of services required under the proposed contract and OTBA’s reporting requirements, detailed in Attachments A and B of the accompanying document, have been reviewed and accepted by the Executive Director.</p> <p>The contract as drafted is for a period of twelve months. It would become effective July 1, 2015 and could be extended for three additional one year periods.</p>
<b>Policy</b>	To support, strengthen, and promote local business and business associations.
<b>Fiscal Impact</b>	FY16 Budget includes \$37,000.00 for economic development services provided, under contract, by the Old Takoma Business Association, Inc.
<b>Attachments</b>	<ul style="list-style-type: none"> <li>• Single Reading Ordinance Authorizing Execution of a Contract for Economic Development Services with Old Takoma Business Association, Inc.</li> <li>• Contract For Economic Development Services</li> <li>• FY15 OTBA Activity Reports</li> </ul>
<b>Recommendation</b>	Adoption of Ordinance
<b>Special Consideration</b>	



Introduced by:

Single Reading:

**CITY OF TAKOMA PARK, MARYLAND**

**ORDINANCE NO. 2015-**

**AUTHORIZING EXECUTION OF A CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES WITH OLD TAKOMA BUSINESS ASSOCIATION, INC.**

WHEREAS, the City of Takoma Park, Maryland is interested in promoting the revitalization of its commercial areas by encouraging the development and expansion of the many businesses operating within the community; and

WHEREAS, the Old Takoma Business Association (“OTBA”) represents the shared interests of the businesses, organizations, and property owners located along and in the vicinity of Carroll Avenue from Lee Avenue in Takoma Park to 4<sup>th</sup> Street NW in Washington, DC., commonly known as “Main Street Takoma”; and

WHEREAS, the mission of OTBA, designated by the State of Maryland as a Maryland Main Street, includes the preservation and enhancement of the physical appearance and health of the area, the retention of its diverse businesses, and the recruitment of new businesses that will contribute to the economic vitality of the city; and

WHEREAS, the City Council, having identified Main Street Takoma as an important commercial center within the city, recognizes the need to supplement the economic development services provided by the City; and

WHEREAS, the City’s FY2016 Budget includes funding for contracted economic development services in the Main Street Takoma commercial area with the OTBA identified as the agency most suited to provide said services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND THAT:

SECTION 1. The City Manager is hereby authorized to enter into a one-year contract with Old Takoma Business Association, Inc. in an amount not to exceed THIRTY SEVEN THOUSAND DOLLARS (\$37,000.00) for economic development services in the Main Street Takoma commercial center.

SECTION 2. The City Manager is further authorized to renew, as appropriate, such contract for up to three additional one-year terms.

SECTION 3. This Ordinance shall become effective immediately.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015 by roll-call vote as follows:

AYE:

NAY:

ABSTAIN:

ABSENT:

# **Old Takoma Business Association, Inc.**

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## **FY15 Quarterly Reports**

**July 1, 2014 - June 30, 2015**



FY15 Report with Quarterly Breakdown  
Report for 4Q15 (April-June 2015)  
New info in red.

1. Organization and hosting of two Old Takoma Clean-up Days.  
4Q15  
Hosted Clean Up on April 18<sup>th</sup>. 25 volunteers, 30 bags of trash.  
Day on Sent email reminder to all businesses to clean up the gardens in front of their businesses.  
3Q15 Planned for April Clean Up Day. Coordinated with Lucy Nehler. Engaged Old Takoma Ace for donations. Posted the call for volunteers to businesses, community and students.  
2Q15 No new activity  
1Q15: OTBA organized Old Takoma Clean Up Day on Saturday, September 27<sup>th</sup>.  
32 volunteers participated and picked up 40 bags of trash.
2. Formalization and promotion of the “Takoma Note” program.  
4Q15 Finalized Takoma Notes, paperwork, website, bank and 1<sup>st</sup> recipient in preparation for July 1<sup>st</sup> launch.  
3Q15 Continued to work on with attorney. Working with bookkeeper and bank on process and procedure. Worked with web designer on automated sign up form. Continuing to recruit candidates for Notes.  
2Q15 Continued to work on with attorney. Working with bookkeeper and bank on process and procedure. Worked with web designer on automated sign up form. Continuing to recruit candidates for Notes.  
1Q15: Meetings took place to continue to define the Takoma Notes project. Final project plan is being reviewed by pro bono attorney.
3. Outreach to businesses, fixed vendors and festival organizers operating within the Main Street Takoma program area, informing them of Montgomery County’s mandatory commercial recycling requirements, the City’s polystyrene ban and related environmental laws, and local “green” initiatives.  
4Q15 Shared info with restaurants regarding Polystyrene Ban in preparation for July 1<sup>st</sup> launch. Included polystyrene ban on all festival applications.  
3Q15 Takoma Park Earth Day vendors were notified of the City’s ban and recycling requirements.  
2Q15 Sent email to all businesses regarding their illegal use of City’s public trash cans on Carroll Ave.  
1Q15: Takoma Park Street Festival food vendors were notified and reminded of City’s polystyrene ban.
4. Endeavor to increase OTBA membership revenue by 20 percent over membership revenue in 2013. 4Q15 2013 Membership Revenue: \$12,150. 2015 Membership Revenue (as of 6/30/15): 16,150 representing almost a 30% increase.  
3Q15 This was the start of the OTBA fiscal year. We sent renewal letters to existing members and did outreach to potential new members.

2Q15 OTBA Membership was up 17% for the year (our reporting period) with total revenue of \$16,950.

1Q15: Quarterly membership is up 23% over budget and for CY14 which the OTBA Membership cycle operates on, membership is up 16% for the year.

5. Organize general "Old Takoma" promotions.  
3Q15 Prepared and promoted Spring events: Takoma Park Earth Day, Art Hop arts fest, Grant Avenue Market, Takoma Trukgarten.  
Coordinated advertising campaign with the Washington City Paper for the month of April for both online and print ("Best of DC" issue)  
Prepared spring event banners, sidewalk signs, feather flags  
Created new Takoma caps and ran additional run of Takoma t-shirts  
Continued daily social media posts and weekly This Week in Takoma e-blasts  
Posted Call to Artists for both Art Hop and reCYCLE public art. Juried applicants.

2Q15

October:

Organized and hosted Takoma Park Street Festival. Achieved record revenue.  
Organized and hosted Grant Avenue Market. 1,000 people in attendance.  
Finalized online auction for reCYCLE Please Sit on the Art raising record revenue from the program for next year. All 14 Seats sold.

November:

Promoted Small Business Saturday with joint promotion with Takoma Foundation for community to spend a minimum of \$20 at a local business.

December:

Organized holiday promotions including banners, sidewalk signs, cards and social media which included all local holiday events to drive shopping foot traffic.

Organized Pajamarama.

Organized Santa event and Fun Fridays for Kids with the Nature Lab.

Daily: Social Media Posts

Weekly: E-blast to area list serves and email list.

1Q15:

July:

7/2 & 7/17 Hosted two community concerts at Gazebo to attract visitors

7/16 Hosted CashMob in conjunction with The Takoma Foundation as part of our joint Live Local Shop Local Give Local Campaign

August:

8/6 Hosted community concert at Gazebo to attract visitors

8/22 Hosted Cash in conjunction with The Takoma Foundation as part of our joint Live Local Shop Local Give Local Campaign

September:

9/9 Launched reCYCLE Please Sit on the Art online auction

9/13-14 Organized and promoted Sidewalk Sale Weekend to attract visitors

9/14 Assisted with the organization and promotion of Takoma Park Farmers Market Apple Pie Contest

9/14 Organized and hosted Grant Avenue Market

9/27 Hosted Cash in conjunction with The Takoma Foundation as part of our joint Live Local Shop Local Give Local Campaign

Daily: Social Media Posts

Weekly: E-blast to area list serves and email list

**CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES**

**Old Takoma Business Association, Inc.  
City of Takoma Park, Maryland**

**THIS CONTRACT** is made this \_\_\_ day of \_\_\_\_\_, 2015, by and between the Old Takoma Business Association, Inc., a Maryland nonprofit corporation, 6909 Laurel Avenue, Suite A, Takoma Park, MD 20912, hereinafter referred to as "OTBA," and the City of Takoma Park, Maryland, a municipal corporation, 7500 Maple Avenue, Takoma Park, MD 20912, hereinafter referred to as "City."

**WHEREAS**, OTBA represents the shared interests of the businesses, organizations, and property owners located along and in the vicinity of Carroll Avenue from Lee Avenue in Takoma Park to 4<sup>th</sup> Street NW in Washington, DC., commonly known as "Main Street Takoma"; and

**WHEREAS**, the mission of OTBA, designated by the State of Maryland as a Maryland Main Street, includes the preservation and enhancement of the physical appearance and health of the area, the retention of its diverse businesses, and the recruitment of new businesses that will contribute to the economic vitality of the city; and

**WHEREAS**, the City Council, having identified Main Street Takoma as an important commercial center within the city, recognizes the need to supplement the economic development services provided by the City; and

**WHEREAS**, on July \_\_, 2015, by Ordinance 2015- \_\_, the Council authorized the City Manager to enter into a contract with OTBA to provide certain economic development services in Main Street Takoma.

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

**ARTICLE 1. CONTRACT PURPOSE**

This is a Contract for certain economic development services to be provided by the OTBA in Main Street Takoma as set forth in Article 4. *Scope of Services*.

**ARTICLE 2. CONTRACT TERM**

The term of this Contract shall be for a period of one year, commencing on July 1, 2015 and ending on June 30, 2016.

**ARTICLE 3. CONTRACT PRICE**

The OTBA shall receive Thirty-seven Thousand Dollars (\$37,000.00) for services rendered. Funds shall be dispersed in twelve equal payments after receipt and acceptance of monthly activity reports detailed in Article 5.

#### **ARTICLE 4. SCOPE OF SERVICES**

The OTBA agrees to perform in a professional manner the contract work set forth in the *Purpose and Scope of Services*, attached hereto as Exhibit A.

#### **ARTICLE 5. WORK PRODUCT AND REPORTING REQUIREMENTS**

The OTBA shall provide written reports on the overall activities and accomplishments of the organization as detailed in the *Work Product and Reporting Requirements*, attached hereto as Exhibit B. Reports are due on a monthly basis on or before the 15<sup>th</sup> of the month following the reporting period. Reports and all supporting documentation shall be submitted electronically in a format approved by the City.

The OTBA shall meet with the City to review required monthly activity reports and discuss activity undertaken in accordance with this contract during the reporting period.

#### **ARTICLE 6. PAYMENT**

The OTBA shall submit invoices to the City on a monthly basis in a form acceptable to the City. Payment will be made within thirty (30) calendar days of submission and acceptance by City of required activity report and work product. The City reserves the right to verify completion of work product detailed in the activity report prior to payment.

#### **ARTICLE 7. REPRESENTATIONS AND WARRANTIES**

The OTBA represents and warrants:

A. Organization. OTBA is a corporation duly organized, validly existing, and in good standing under the laws of the State of Maryland.

B. Authorization; Binding Effect. The execution, delivery and performance by the OTBA of this Contract have been duly authorized by all requisite corporate action. Upon execution of this contract by both parties, this contract shall constitute the legal, valid and binding obligation of the OTBA, enforceable in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or other similar laws of general application or equitable principles relating to or affecting the enforcement of contracts generally against persons similarly situated.

C. Non-Collusion. OTBA warrants and represents that it is the sole entity, directly or indirectly, interested in compensation for the delivery of the services bid upon, awarded, and to be performed under this contract; that any proposal upon which this contract was based was made without any connection or common interest in the profits with any undisclosed persons or entity making any quotation or proposal for the said work; that this contract is, in all respects, fair and was made without collusion or fraud;

that no employee or official of the City is directly or indirectly interested therein; that OTBA, in the performance of the Contract Work, will not violate any applicable laws.

D. Nuclear Weapons Certification. OTBA is not now, and shall not so long as this Contract remains in effect, engage in the development, research, testing, evaluation, production, maintenance, storage, transportation, and/or disposal of nuclear weapons or their components, or the sale of merchandise produced by companies so involved.

E. Non-Discrimination in Employment. OTBA assures the City that, in accordance with applicable law, it does not, and agrees that it will not; discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

F. Living Wage Compliance. OTBA is a covered employer under the City's living wage requirements and will comply with the requirements of Section 7.08.190.C.2 of the *Takoma Park Code*.

G. No Partnership or Joint Venture. Nothing contained in this contract is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and the OTBA. None of the officers, agents or employees of OTBA shall be deemed employees or agents of the City for any purpose.

## **ARTICLE 8. TERMINATION OF CONTRACT.**

A. In the event of any of the circumstances set forth below (hereinafter referred to as "default"), the City may immediately terminate this contract, in whole or in part, and from time to time. Notice of termination must be in writing, state the reason(s) for the termination, and specify the effective date of the termination.

1. Any fraudulent representation in a financial statement, invoice or other verification required to obtain payment under this contract or other dishonesty on a material matter relating to the performance of services under this contract.

2. Failure to satisfactorily and/or timely perform of any service requests issued under this contract.

3. Nonperformance or inability to implement the terms of the contract.

4. Any officer, director, or principal of the OTBA being criminally charged with an offense involving fraud, dishonesty or moral turpitude.

5. Failure to adhere to the terms of applicable City, County, State or Federal laws, regulations, or stated public policy.

C. In the event of default by the OTBA, the City may elect to terminate this



contract, in whole or in part, and from time to time, or it may grant the OTBA an opportunity to cure the default without termination of this contract, and upon such terms and conditions as the City in its sole discretion may deem advisable.

D. Any termination of this contract for default that is later deemed to be unjustified shall be deemed a termination for convenience under Article 9.

## **ARTICLE 9. TERMINATION**

### **A. Termination by Written Notice by Either Party.**

Either the City or OTBA may terminate this Contract upon 30 days prior written notice to the other party.

### **B. Termination for Breach.**

i) If OTBA breaches any provision of this Contract, including any of its representations or warranties, the City shall be entitled to immediately suspend the honoring of disbursement requests and expense reimbursements. If such breach is not remedied within 30 days of written notice to the OTBA, then the City may terminate this Contract. However, City shall not terminate this Contract based on breach if such breach is of a nature that cannot be cured within 30 days, so long as OTBA commences to cure such breach within 30 days of notice of the breach and diligently prosecutes such cure to completion.

ii) In the event of a breach of this Contract by OTBA beyond any applicable notice and cure period, the City shall have the right to terminate this Contract and seek all available remedies under Maryland law from OTBA.

## **ARTICLE 10. NOTICES**

Any required reports, notices or other communications under this Contract must be in writing and personally delivered, mailed by first-class mail, sent by courier or overnight delivery service, faxed, or e-mailed, as appropriate, as follows:

If to OTBA: Old Takoma Business Association, Inc.  
Attn: Laura Barclay, Executive Director  
6909 Laurel Avenue, Suite A, Takoma Park, MD 20912  
Telephone: 301-891-6789  
Email: [laurabarclay@oldtakoma.com](mailto:laurabarclay@oldtakoma.com)

If to City: City of Takoma Park  
Attn: Sara Anne Daines, HCD Director  
7500 Maple Avenue  
Takoma Park, MD 20912

Phone: (301) 891-7224  
Fax: (301) 270-4568  
E-Mail: [SaraD@takomaparkmd.gov](mailto:SaraD@takomaparkmd.gov)

Either party may change the person, address, phone, fax, or e-mail for notices to the other party by a notice in writing to the other. Any notices under this Contract shall be deemed given when the notice is received by the other party or, for notices given by mail, three days after the notice is deposited, properly addressed and postage prepaid, in the United States mail.

#### **ARTICLE 11. AUTHORIZED REPRESENTATIVE**

A. For the OTBA.

Laura Barclay, Executive Director, is the OTBA's Authorized Representative for this project. The OTBA's Authorized Representative shall act on behalf of the OTBA on all matters pertaining to the Contract. All matters and correspondence to the OTBA shall be directed to the attention of the OTBA's Authorized Representative. OTBA's Authorized Representative shall not be changed without written notice to and the agreement of the City.

B. For the City.

i. Rosalind Grigsby, Community Development Manager, is the City's designee for purposes of this Contract and shall act as the City Representative in connection with this Contract.

ii. The City Representative shall have authority to: (1) serve as liaison between the City and the OTBA; (2) give direction to the OTBA to ensure satisfactory and complete performance; (3) monitor and inspect the OTBA's performance to ensure acceptable timeliness and quality; (4) serve as records custodian for this project; (5) accept or reject the OTBA's performance; (6) furnish written notice of the OTBA's performance failures to the Housing and Community Development Director and the City Manager, as appropriate; (7) approve or reject invoices for payment; (8) recommend Contract modifications or terminations to the Housing and Community Development Director and the City Manager, as appropriate; and (9) issue notices to proceed and task or purchase orders.

#### **ARTICLE 12. INSURANCE**

A. The OTBA must obtain at its own cost and expense, and keep in force and effect during the term of this contract, including all extensions, the insurance specified below, with an insurance company licensed or qualified to do business in the State of Maryland. OTBA shall provide the City with a Certificate of Insurance prior to the commencement of the Project for the insurance coverages specified as follows. The

Certificate must name the City of Takoma Park as an additional insured and provide for a minimum of thirty days written notice to the City of cancellation or material change in any of the policies is required. This insurance must remain in force for the term of this Contract.

B. Required Coverages and Limits.

Workers Compensation (if OTBA has employees)	
Bodily Injury by: Accident (each)	\$100,000
Disease (policy limits)	\$500,000
Disease (each employee)	\$100,000
Commercial General Liability	\$1,000,000

(Minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors.)

Minimum Automobile Liability (including owned, hired and non-owned automobiles)  
(Required if automobiles will be used in the provision of services under this Contract.)

Bodily injury, each person	\$500,000
Bodily injury, each occurrence	\$1,000,000
Property damage, each occurrence	\$300,000

Certificate Holder: City of Takoma Park, Maryland  
7500 Maple Avenue, Takoma Park, MD 20912  
Attn: Sara Anne Daines, HCD Director

**ARTICLE 13. INDEMNIFICATION**

OTBA is responsible for any loss, personal injury, death, and any other damages that may be done or suffered by reason of OTBA's negligence or failure to perform any obligations under this Contract. OTBA shall indemnify, and save harmless the City from and against all losses, liabilities, claims demands, damages, costs and expenses of any kind, including attorney's fees and litigation expenses, suffered or incurred due to OTBA's negligent acts or omissions, or breach of or failure to perform any of its obligations under this Contract. For purposes of this paragraph, City includes its agencies, departments, officers, agents, elected and appointed officials, and employees.

**ARTICLE 14. NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Contract is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and the OTBA. None of the officers, agents or employees of OTBA shall be deemed employees or agents of the City for any purpose.

## **ARTICLE 15. MISCELLANEOUS**

This Contract contains the entire agreement between the parties. All oral or written negotiations and prior dealings are merged into this Contract. OTBA may not assign, transfer or subcontract this Contract or any interest or any claim under this Contract, without the express written consent of the City, and any attempted assignment, transfer, or subcontracting without such prior written consent shall be void. This Contract is binding upon the parties, their heirs, successors, administrators, and assigns. Any amendment or modification to this Contract must be in writing signed by both parties. The failure of the City to enforce any of the terms, conditions or covenants of this Contract is not a waiver of a subsequent breach or default of the terms of this Contract. This Contract shall be governed by and interpreted in accordance with Maryland laws.

**(The rest of this page is intentionally left blank.)**

**IN WITNESS WHEREOF**, the City of Takoma Park, Maryland and the Old Takoma Business Association, Inc. have signed this Contract to be effective on July 1, 2015.

**OLD TAKOMA BUSINESS ASSOCIATION, INC.**

Attest:

\_\_\_\_\_  
Rocco Casagrande, President

\_\_\_\_\_  
Laura Barclay, Executive Director

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

**CITY OF TAKOMA PARK, MARYLAND**

Attest:

\_\_\_\_\_  
Suzanne R. Ludlow, City Manager

\_\_\_\_\_

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

Approved as to legal form and sufficiency:

\_\_\_\_\_  
Linda S. Perlman, Assistant City Attorney  
City of Takoma Park

Date signed: \_\_\_\_\_

**PURPOSE AND SCOPE OF WORK**  
Contract for Economic Development Services

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The OTBA shall serve as first point of contact for the City of Takoma Park's economic development services in the Takoma Langley Crossroads, provide referrals to the City, and advance City policies and initiatives that impact businesses located in or seeking to locate in Main Street Takoma.

Specific services to be provided under this contract are:

- 1) Business retention, expansion, and recruitment assistance
  - a) Development and maintenance of inventory of available lease space;
  - b) Provision of requested information on available lease options;
  - c) Provision of requested information on available financial and technical assistance programs, permitting and licensing requirements, and environmental laws and policies;
  - d) Promotion of local investment options such as "Takoma Notes;" and
  - e) Referral of businesses and other economic development opportunities to City staff.
  
- 2) Advancement of City's environmental laws and policies
  - a) Organization of annual informational meeting in partnership with the City;
  - b) Distribution of educational materials twice a year to all businesses located within the OTBA's service area;
  - c) Promotion of the City's environmental laws and policies on the OTBA website; and
  - d) Adoption of Zero Waste policy for implementation at all OTBA sponsored events occurring after June 30, 2016.
  
- 3) Advancement of City's Anti-Littering Initiative
  - a) Removal of illegally posted signs;
  - b) Promotion of the City's Adopt-A-Spot program; and
  - c) Coordination of district wide clean-up day.

## **WORK PRODUCT AND REPORTING REQUIREMENTS**

### **Contract for Economic Development Services**

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Activity reports and work product detailed below are to be submitted electronically in a format approved by the City.

- 1) Inventory of available commercial and office space with address, owner/agent name and contact information, available square footage, lease price, and general description of space. Inventory is to be updated and submitted on a monthly basis.
- 2) Log of all requests for assistance including but not limited to inquiries for financial and technical assistance, information on lease options, property concerns, city services and permitting requests. Log must include the date of the request, name and contact information of individual and/or business requesting information or assistance, summary of what was requested, description of what was provided, and detail on what additional follow up is needed. Log is to be maintained on a daily basis and submitted monthly.
- 3) Activity report with narrative summarizing activities undertaken during the prior month to advance the City's environmental laws and policies and its anti-littering initiative. Report is to be submitted on a monthly basis and should include, as appropriate, the following information:

#### Environmental Laws and Policies

- a) Date and location of informational meeting held to promote the City's environmental laws and policies, summary of outreach efforts undertaken to promote the meeting, copy of the agenda, and listing of all participants
- b) Listing used to distribute educational materials to membership and all existing businesses
- c) Link to posted environmental information
- d) Copy of adopted Zero Waste Policy

#### Anti-Littering Initiative

- a) Count of the number of illegally posted signs removed
- b) Copy of materials used in promotion of Adopt-A-Spot program
- c) Date and location of scheduled clean up days, photographs of the event, number of participants, listing of participating organizations

# Consent Agenda

<b>Agenda Item #</b>	6C
<b>Meeting Date</b>	July 27, 2015
<b>Prepared By</b>	Sara Anne Daines HCD Director
<b>Approved By</b>	Suzanne R. Ludlow City Manager

<b>Discussion Item</b>	Single Reading Ordinance Authorizing Execution of a Contract for Economic Development Services with the Takoma/Langley Crossroads Development Authority, Inc.
<b>Background</b>	<p>The Council is asked to consider a Single Reading Ordinance authorizing the execution of a contract with the Takoma Langley Crossroads Development Authority (“CDA”) for the provision of certain economic development services in the Takoma Langley Crossroads commercial district. The scope of services required under the proposed contract and the CDA’s reporting requirements, detailed in Attachments A and B of the accompanying document, have been reviewed and accepted by the Executive Director.</p> <p>The contract as drafted is for a period of twelve months. It would become effective July 1, 2015 and could be extended for three additional one year periods.</p>
<b>Policy</b>	To support, strengthen, and promote local business and business associations.
<b>Fiscal Impact</b>	FY16 Budget includes \$30,000.00 for economic development services provided, under contract, by the Takoma Langley Crossroads Development Corporation, Inc.
<b>Attachments</b>	<ul style="list-style-type: none"> <li>• Single Reading Ordinance Authorizing Execution of a Contract for Economic Development Services with Takoma/Langley Crossroads Development Authority, Inc.</li> <li>• Contract For Economic Development Services</li> <li>• FY15 CDA Activity Reports</li> </ul>
<b>Recommendation</b>	Adoption of Ordinance
<b>Special Consideration</b>	



Introduced by:

Single Reading:

**CITY OF TAKOMA PARK, MARYLAND**

**ORDINANCE NO. 2015-**

**AUTHORIZING EXECUTION OF A CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES WITH TAKOMA/LANGLEY CROSSROADS DEVELOPMENT AUTHORITY, INC.**

WHEREAS, the City of Takoma Park, Maryland is interested in promoting the revitalization of its commercial areas by encouraging the development and expansion of the many businesses operating within the community; and

WHEREAS, the Takoma/Langley Crossroads Development Authority, Inc. (CDA) represents the shared interests of the over 300 businesses, organizations, and property owners located in the vicinity of the intersection of New Hampshire Avenue and University Boulevard, commonly known as the "Crossroads"; and

WHEREAS, the CDA was organized as a Commercial Management District in 1987 for the purposes of advancing the interests of the diverse businesses located within its service area, providing marketing, security, and maintenance support; and

WHEREAS, the City Council, having identified the Crossroads as an important commercial center within the City, recognizes the need to supplement the economic development services provided by the City to the area; and

WHEREAS, the City's FY2016 Budget includes funding for contracted economic development services in the Crossroads commercial area with the CDA identified as the agency most suited to provide said services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND THAT:

SECTION 1. The City Manager is hereby authorized to enter into a one-year contract with Takoma/Langley Crossroads Development Authority, Inc. in an amount not to exceed THIRTY THOUSAND DOLLARS (\$30,000.00) for economic development services in the Crossroads.

SECTION 2. The City Manager is further authorized to renew, as appropriate, such contract for up to three additional one-year terms.

SECTION 3. This Ordinance shall become effective immediately.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015 by roll-call vote as follows:

AYE:

NAY:

ABSTAIN:

ABSENT:

**CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES**

**Takoma/Langley Crossroads Development Authority, Inc.  
City of Takoma Park, Maryland**

**THIS CONTRACT** is made this \_\_\_ day of \_\_\_\_\_, 2015, by and between the Takoma/Langley Crossroads Development Authority, Inc., a Maryland 501(c)6 corporation, 7676 New Hampshire Ave, Suite 303, Takoma Park, MD 20912, hereinafter referred to as "CDA," and the City of Takoma Park, Maryland, a municipal corporation, 7500 Maple Avenue, Takoma Park, MD 20912, hereinafter referred to as "City."

**WHEREAS**, the Takoma/Langley Crossroads Development Authority, Inc. represents the shared interests of the over 300 businesses, organizations, and property owners located in the vicinity of the intersection of New Hampshire Avenue and University Boulevard, commonly known as the "Crossroads"; and

**WHEREAS**, the CDA was organized as a Commercial Management District in 1987 for the purposes of advancing the interests of the diverse business located within its service area, providing marketing, amenities, security, and maintenance support; and

**WHEREAS**, the City Council, having identified the Crossroads as an important commercial center within the city, recognizes the need to supplement the economic development services provided by the City; and

**WHEREAS**, on July \_\_, 2015, by Ordinance 2015- \_\_, the Council authorized the City Manager to enter into a contract with the CDA to provide certain economic development services in the Crossroads.

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

**ARTICLE 1. CONTRACT PURPOSE**

This is a Contract for certain economic development services to be provided by the CDA in the Crossroads as set forth in Article 4. *Scope of Services*.

**ARTICLE 2. CONTRACT TERM**

The term of this Contract shall be for a period of one year, commencing on July 1, 2015 and ending on June 30, 2016.

**ARTICLE 3. CONTRACT PRICE**

The CDA shall receive Thirty Thousand Dollars (\$30,000.00) for services rendered. Funds shall be dispersed in twelve equal payments after receipt and acceptance of monthly

activity reports detailed in Article 5.

#### **ARTICLE 4. SCOPE OF SERVICES**

The CDA agrees to perform in a professional manner the contract work set forth in the *Purpose and Scope of Services*, attached hereto as Exhibit A.

#### **ARTICLE 5. WORK PRODUCT AND REPORTING REQUIREMENTS**

The CDA shall provide written reports on the overall activities and accomplishments of the organization as detailed in the *Work Product and Reporting Requirements*, attached hereto as Exhibit B. Reports are due on a monthly basis on or before the 15<sup>th</sup> of the month following the reporting period. Reports and all supporting documentation shall be submitted electronically in a format approved by the City.

The CDA shall meet with the City to review required monthly activity reports and discuss activity undertaken in accordance with this contract during the reporting period.

#### **ARTICLE 6. PAYMENT**

The CDA shall submit invoices to the City on a monthly basis in a form acceptable to the City. Payment will be made within thirty (30) calendar days of submission and acceptance by City of required activity report and work product. The City reserves the right to verify completion of work product detailed in the activity report prior to payment.

#### **ARTICLE 7. REPRESENTATIONS AND WARRANTIES**

The CDA represents and warrants:

A. Organization. CDA is a corporation duly organized, validly existing, and in good standing under the laws of the State of Maryland.

B. Authorization; Binding Effect. The execution, delivery and performance by the CDA of this Contract have been duly authorized by all requisite corporate action. Upon execution of this contract by both parties, this contract shall constitute the legal, valid and binding obligation of the CDA, enforceable in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or other similar laws of general application or equitable principles relating to or affecting the enforcement of contracts generally against persons similarly situated.

C. Non-Collusion. CDA warrants and represents that it is the sole entity, directly or indirectly, interested in compensation for the delivery of the services bid upon, awarded, and to be performed under this contract; that any proposal upon which this contract was based was made without any connection or common interest in the profits with any undisclosed persons or entity making any quotation or proposal for the said work; that this

contract is, in all respects, fair and was made without collusion or fraud; that no employee or official of the City is directly or indirectly interested therein; that CDA, in the performance of the Contract Work, will not violate any applicable laws.

D. Nuclear Weapons Certification. CDA is not now, and shall not so long as this Contract remains in effect, engage in the development, research, testing, evaluation, production, maintenance, storage, transportation, and/or disposal of nuclear weapons or their components, or the sale of merchandise produced by companies so involved.

E. Non-Discrimination in Employment. CDA assures the City that, in accordance with applicable law, it does not, and agrees that it will not; discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

F. Living Wage Compliance. CDA is a covered employer under the City's living wage requirements and will comply with the requirements of Section 7.08.190.C.2 of the *Takoma Park Code*.

G. No Partnership or Joint Venture. Nothing contained in this contract is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and the CDA. None of the officers, agents or employees of CDA shall be deemed employees or agents of the City for any purpose.

## **ARTICLE 8. TERMINATION OF CONTRACT.**

A. In the event of any of the circumstances set forth below (hereinafter referred to as "default"), the City may immediately terminate this contract, in whole or in part, and from time to time. Notice of termination must be in writing, state the reason(s) for the termination, and specify the effective date of the termination.

1. Any fraudulent representation in a financial statement, invoice or other verification required to obtain payment under this contract or other dishonesty on a material matter relating to the performance of services under this contract.

2. Failure to satisfactorily and/or timely perform of any service requests issued under this contract.

3. Nonperformance or inability to implement the terms of the contract.

4. Any officer, director, or principal of the CDA being criminally charged with an offense involving fraud, dishonesty or moral turpitude.

5. Failure to adhere to the terms of applicable City, County, State or Federal laws, regulations, or stated public policy.

C. In the event of default by the CDA, the City may elect to terminate this contract, in whole or in part, and from time to time, or it may grant the CDA an opportunity to cure the default without termination of this contract, and upon such terms and conditions as the City in its sole discretion may deem advisable.

D. Any termination of this contract for default that is later deemed to be unjustified shall be deemed a termination for convenience under Article 9.

## **ARTICLE 9. TERMINATION**

### **A. Termination by Written Notice by Either Party.**

Either the City or CDA may terminate this Contract upon 30 days prior written notice to the other party.

### **B. Termination for Breach.**

i) If CDA breaches any provision of this Contract, including any of its representations or warranties, the City shall be entitled to immediately suspend the honoring of disbursement requests and expense reimbursements. If such breach is not remedied within 30 days of written notice to the CDA, then the City may terminate this Contract. However, City shall not terminate this Contract based on breach if such breach is of a nature that cannot be cured within 30 days, so long as CDA commences to cure such breach within 30 days of notice of the breach and diligently prosecutes such cure to completion.

ii) In the event of a breach of this Contract by CDA beyond any applicable notice and cure period, the City shall have the right to terminate this Contract and seek all available remedies under Maryland law from CDA.

## **ARTICLE 10. NOTICES**

Any required reports, notices or other communications under this Contract must be in writing and personally delivered, mailed by first-class mail, sent by courier or overnight delivery service, faxed, or e-mailed, as appropriate, as follows:

If to CDA: Takoma/Langley Crossroads Development Authority, Inc.  
Attn: Melanie Isis, Executive Director  
7676 New Hampshire Ave, Suite 303  
Takoma Park, MD 20912  
Phone: 301-445-7910  
Email: [MIsis@TakomaLangley.org](mailto:MIsis@TakomaLangley.org)

If to City: City of Takoma Park  
Attn: Sara Anne Daines, HCD Director

7500 Maple Avenue  
Takoma Park, MD 20912  
Phone: (301) 891-7224  
Fax: (301) 270-4568  
E-Mail: [SaraD@takomaparkmd.gov](mailto:SaraD@takomaparkmd.gov)

Either party may change the person, address, phone, fax, or e-mail for notices to the other party by a notice in writing to the other. Any notices under this Contract shall be deemed given when the notice is received by the other party or, for notices given by mail, three days after the notice is deposited, properly addressed and postage prepaid, in the United States mail.

#### **ARTICLE 11. AUTHORIZED REPRESENTATIVE**

A. For the CDA.

Melanie Isis, Executive Director, is the CDA's Authorized Representative for this project. The CDA's Authorized Representative shall act on behalf of the CDA on all matters pertaining to the Contract. All matters and correspondence to the CDA shall be directed to the attention of the CDA's Authorized Representative. CDA's Authorized Representative shall not be changed without written notice to and the agreement of the City.

B. For the City.

i. Rosalind Grigsby, Community Development Manager, is the City's designee for purposes of this Contract and shall act as the City Representative in connection with this Contract.

ii. The City Representative shall have authority to: (1) serve as liaison between the City and the CDA; (2) give direction to the CDA to ensure satisfactory and complete performance; (3) monitor and inspect the CDA's performance to ensure acceptable timeliness and quality; (4) serve as records custodian for this project; (5) accept or reject the CDA's performance; (6) furnish written notice of the CDA's performance failures to the Housing and Community Development Director and the City Manager, as appropriate; (7) approve or reject invoices for payment; (8) recommend Contract modifications or terminations to the Housing and Community Development Director and the City Manager, as appropriate; and (9) issue notices to proceed and task or purchase orders.

#### **ARTICLE 12. INSURANCE**

A. The CDA must obtain at its own cost and expense, and keep in force and effect during the term of this contract, including all extensions, the insurance specified below, with an insurance company licensed or qualified to do business in the State of

Maryland. CDA shall provide the City with a Certificate of Insurance prior to the commencement of the Project for the insurance coverages specified as follows. The Certificate must name the City of Takoma Park as an additional insured and provide for a minimum of thirty days written notice to the City of cancellation or material change in any of the policies is required. This insurance must remain in force for the term of this Contract.

**B. Required Coverages and Limits.**

Workers Compensation (if CDA has employees)	
Bodily Injury by: Accident (each)	\$100,000
Disease (policy limits)	\$500,000
Disease (each employee)	\$100,000
Commercial General Liability	\$1,000,000

(Minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors.)

Minimum Automobile Liability (including owned, hired and non-owned automobiles)  
(Required if automobiles will be used in the provision of services under this Contract.)

Bodily injury, each person	\$500,000
Bodily injury, each occurrence	\$1,000,000
Property damage, each occurrence	\$300,000

Certificate Holder: City of Takoma Park, Maryland  
7500 Maple Avenue, Takoma Park, MD 20912  
Attn: Sara Anne Daines, HCD Director

**ARTICLE 13. INDEMNIFICATION**

CDA is responsible for any loss, personal injury, death, and any other damages that may be done or suffered by reason of CDA's negligence or failure to perform any obligations under this Contract. CDA shall indemnify, and save harmless the City from and against all losses, liabilities, claims demands, damages, costs and expenses of any kind, including attorney's fees and litigation expenses, suffered or incurred due to CDA's negligent acts or omissions, or breach of or failure to perform any of its obligations under this Contract. For purposes of this paragraph, City includes its agencies, departments, officers, agents, elected and appointed officials, and employees.

**ARTICLE 14. NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Contract is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and the CDA. None of the officers, agents or employees of CDA shall be deemed employees or

agents of the City for any purpose.

#### **ARTICLE 15. MISCELLANEOUS**

This Contract contains the entire agreement between the parties. All oral or written negotiations and prior dealings are merged into this Contract. CDA may not assign, transfer or subcontract this Contract or any interest or any claim under this Contract, without the express written consent of the City, and any attempted assignment, transfer, or subcontracting without such prior written consent shall be void. This Contract is binding upon the parties, their heirs, successors, administrators, and assigns. Any amendment or modification to this Contract must be in writing signed by both parties. The failure of the City to enforce any of the terms, conditions or covenants of this Contract is not a waiver of a subsequent breach or default of the terms of this Contract. This Contract shall be governed by and interpreted in accordance with Maryland laws.

**(The rest of this page is intentionally left blank.)**



**IN WITNESS WHEREOF**, the City of Takoma Park, Maryland and the Takoma Langley Crossroads Development Authority, Inc. have signed this Contract to be effective on July 1, 2015.

**TAKOMA LANGLEY CROSSROADS  
DEVELOPMENT AUTHORITY, INC.**

Attest:

\_\_\_\_\_  
Kevin M. Tabe, President

\_\_\_\_\_  
Melanie Isis, Executive Director

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

**CITY OF TAKOMA PARK, MARYLAND**

Attest:

\_\_\_\_\_  
Suzanne R. Ludlow, City Manager

\_\_\_\_\_  
Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

Approved as to legal form and sufficiency:

\_\_\_\_\_  
Linda S. Perlman, Assistant City Attorney  
City of Takoma Park

Date signed: \_\_\_\_\_

**PURPOSE AND SCOPE OF WORK**  
Contract for Economic Development Services

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The CDA shall serve as first point of contact for the City of Takoma Park's economic development services in the Takoma Langley Crossroads, provide referrals to the City, and advance City policies and initiatives that impact businesses located in or seeking to locate in the Crossroads.

Specific services to be provided under this contract are:

- 1) Business retention, expansion, and recruitment assistance
  - a) Development and maintenance of inventory of available lease space;
  - b) Provision of requested information on available lease options;
  - c) Provision of requested information on available financial and technical assistance programs, permitting and licensing requirements, and environmental laws and policies;
  - d) Promotion of local investment options such as "Takoma Notes;" and
  - e) Referral of businesses and other economic development opportunities to City staff.
  
- 2) Advancement of City's environmental laws and policies
  - a) Organization of annual informational meeting in partnership with the City;
  - b) Distribution of educational materials twice a year to all businesses located in the Crossroads;
  - c) Promotion of the City's environmental laws and policies on the CDA website; and
  - d) Adoption of Zero Waste policy for implementation at all CDA sponsored events occurring after June 30, 2016.
  
- 3) Advancement of City's Anti-Littering Initiative
  - a) Removal of illegally posted signs;
  - b) Promotion of the City's Adopt-A-Spot program; and
  - c) Coordination of district wide clean-up day and/or routine trash removal effort.

## **WORK PRODUCT AND REPORTING REQUIREMENTS**

### Contract for Economic Development Services

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Activity reports and work product detailed below are to be submitted electronically in a format approved by the City.

- 1) Inventory of available commercial and office space with address, owner/agent name and contact information, available square footage, lease price, and general description of space. Inventory is to be updated and submitted on a monthly basis.
- 2) Log of all requests for assistance including but not limited to inquiries for financial and technical assistance, information on lease options, property concerns, city services and permitting requests. Log must include the date of the request, name and contact information of individual and/or business requesting information or assistance, summary of what was requested, description of what was provided, and detail on what additional follow up is needed. Log is to be maintained on a daily basis and submitted monthly.
- 3) Activity report with narrative summarizing activities undertaken during the prior month to advance the City's environmental laws and policies and its anti-littering initiative. Report is to be submitted on a monthly basis and should include, as appropriate, the following information:

#### Environmental Laws and Policies

- a) Date and location of informational meeting held to promote the City's environmental laws and policies, summary of outreach efforts undertaken to promote the meeting, copy of the agenda, and listing of all participants
- b) Listing used to distribute educational materials to membership and all existing businesses
- c) Link to posted environmental information
- d) Copy of adopted Zero Waste Policy

#### Anti-Littering Initiative

- a) Count of the number of illegally posted signs removed
- b) Copy of materials used in promotion of Adopt-A-Spot program
- c) Date and location of scheduled clean up days, photographs of the event, number of participants, listing of participating organizations
- d) Accounting of the amount of trash and litter collected



**TAKOMA  
LANGLEY  
CROSSROADS  
DEVELOPMENT  
AUTHORITY, INC.**

October 16, 2014

Sara Anne Daines  
City of Takoma Park  
7500 Maple Avenue  
Takoma Park, MD 20912

OCT 26 2014

Dear Sara,

I am writing to report on the Takoma/Langley Crossroads Development Authority's (CDA) activities during the first quarter of FY15, funded in part by the City under a \$30,000 FY15 contract for services.

**EXECUTIVE DIRECTOR**  
MELANIE ISIS  
misis@takomalangley.org

**BOARD**

**KEVIN M. TABB**  
PRESIDENT

**ALBERT R. CONLEY**  
VICE PRESIDENT

**BAYRON BONILLA**  
TREASURER  
Director, At Large

**RAM K. AGARWAL**  
Director, Holton Lane,  
Hampshire Place

**DAVID BOUCHARD**  
Director, Hampshire/Langley  
Shopping Center

**JOSE A. BURGOS**  
Director, At Large

**MARTA A. FUENTES**  
Director, Crossroads  
Professional Building

**PRITI SHETH**  
Director, At Large

**JUDY STEWART**  
Director, Takoma/Langley  
Crossroads Center

**STEPHEN H.  
WILSON**  
Director, At Large

**SARA A. DAINES**  
Representative,  
City of Takoma Park

**BETTY HAGER FRANCIS**  
Representative,  
Prince George's County

**JOHNDRE JENNINGS**  
Representative,  
Maryland Dept. of Housing  
and Community Development

**REEMBERTO RODRIGUEZ**  
Representative,  
Montgomery County

**FRED SCHULTZ**  
Takoma Park Council Ward 6

**ERWIN H. MACK**  
Director Emeritus

**JULY**

The CDA notified all property owners in the 900 and 1000 blocks of University Boulevard, and 900 block of Merrimac Drive, that the Takoma Park City Council had passed Ordinance #2014-32 in June, expanding the Takoma/Langley Commercial Management District west to Carroll Avenue. Our letter introduced the CDA and provided background information and brochures. It mentioned that the Council expanded the Board of Directors with a representative for the newly added area, and invited each recipient to participate. I made a round of follow-up calls to ensure the letter had been received and answer questions. A week later, I sent FY15 invoices with a cover letter asking the property owner to provide tenant information including square feet leased, so the CDA could prepare tenant invoices.

In addition, all expansion area businesses and properties were entered into the CDA's licensing database (Access) and then into Quickbooks, our new accounting software. Expansion businesses were also added to our newsletter mailing list (Mailchimp), and CDA online business directory.

The CDA continued to attend meetings of the Purple Line Implementation Advisory Group (July 2 and 16), at the Silver Spring Regional Center. Each meeting focused in-depth on a particular issue such as noise from the power supply boxes and light rail operation.

The CDA's first ad in *El Latino Tiempo* ran July 4, with a second ad appearing July 11, and a 3<sup>rd</sup> ad on July 25. All ads were designed by Summer Intern Isabel Tzeng, Accounting/Marketing Major at UMD Smith School of Business. Isabel also designed our first half-page ad in the monthly *Afrikan Post*. We'll be running monthly ads in the *Post* for the rest of the FY15. Copies of all ads are enclosed.

October 16, 2014

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CDA license fees arrived daily, with 80% received by July 10, and the remainder expected by the end of August. Few businesses asked the CDA about the license fee increase, which had been explained in the cover letter that was sent with the invoice. Nearly all understood that costs increase over time.

CDA licenses were mailed July 7<sup>th</sup> with a cover letter that included the 2014 marketing schedule, along with a permission form for members to sign and return, giving the CDA permission to use their business name and logo in marketing and promotions. Permission forms arrived daily as well.

The CDA progressed in entering all financial transactions over the month in Quickbooks, under the guidance of our new CPA, Carl Mankowski. These included FY15 license payments and checks written to vendors. Mankowski was referred by CDA auditor Phil Bourne, and will oversee our transition to Quickbooks. He is training me to use the software, and provide monthly review of our financials. By mid-August, he expects to be able to provide an accurate cash balance for the start of FY15, which we don't have.

I met with a representative of Ruppert Landscaping to get a quote on porter service in public areas of the CDA. We looked at litter, illegal signage, and dirty bus shelters throughout the CDA. My original idea had been to hire a part-time maintenance worker, but the CDA has no employees and no storage area for tools. I also considered talking to CASA about creating a "clean and safe" program for the Crossroads with their worker program.

I met with a representative of Greenlinks Landscaping at our planters to review watering procedures for our maintenance contract that began mid-June. The CDA will expand planters to other parts of the commercial management district this fiscal year.

CDA summer banners went up at the beginning of the July. The expansion of the commercial management district will add at least 3 banner poles to our portfolio, requiring new hardware and banners. The expansion area banners will be installed when the CDA's Winter banners are installed in November. Sponsors will cover most costs.

The CDA registered to participate in the October 5 Takoma Park Street Festival (did so in 2013), with better visuals: a large map showing the CDA's location in the region and a large poster Business Directory. We'll give out shopping bags and raffle off some great prizes donated by local businesses.

Bayron Bonilla was added to the CDA's Wells Fargo account as a signer, and former board member Merlyn Crandon-Enyi was removed. The new CDA president will also be a signer.

October 16, 2014

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In late July, Isabel designed 3 different ads for Ride-On that will be displayed throughout September on 30 down-county buses. Isabel collaborated with me on the content. She designed CDA ads in El Tiempo and the Afrikan Post and assisted members with marketing and graphic design.

Ruppert Landscaping quoted \$10,000 for porter services so a second quote was requested from Greenlinks, our watering contractor.

The CDA sent a letter to Chrys Wilson, Office of Customer & Consumer Relations, Maryland Transit Administration, requesting that MTA add wayfinding signage in English and Spanish along roads within a 1-mile radius of the new Takoma/Langley Transit Center. Chrys responded that Montgomery and Prince George's Counties will provide wayfinding signage around the Center.

A new business association representing small business owners in Langley Park formed in late 2013, The Langley Park Small Business Owners Association. Jorge Sactic is the Executive Director and organized the entity. He is lobbying the MTA for economic assistance to businesses impacted by Purple Line construction.

I attended a July 14 meeting of the Working Group on Jobs, Internships and Career Exposure, which was organized by nonprofit CHEER (Community Health and Economic Empowerment Research) under their Youth Development arm. The group is trying to help local youth find training, job placements, and internships, to give them experience and teach them life-skills. The discussion focused on standardized training curriculum, defining expectations and development contacts for youth and employers, research on where economic opportunities for youth are, and evaluation tools and tracking, along with additional sources of funding. I am part of the Evaluation Tools/Tracking team to establish a process and measures for evaluating progress in increasing youth economic opportunities.

## AUGUST

I attended the Purple Line Implementation Advisory Group meeting on August 12 which focused on outreach and communication. MTA is planning extensive outreach efforts to communities along the Right-Of-Way, and assigned Liliana Pena as the Community Outreach Liaison for the International Corridor. Montgomery County hired a new Rapid Transit Development Manager, Joanne Conklin, who will be the County liaison for the Purple Line, Corridor Cities Transitway, and Bus Rapid Transit projects. MTA has some novel features on the Purple Line website including an "environmental compliance dashboard" where one can see what MTA is doing. A 24-hour construction hotline is planned, along with quarterly newsletters

October 15, 2014

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on the project and construction, notification fliers, and community meetings. Community Advisory Teams will be convened with stakeholders from a geographic area—civics, business and others, fewer than 20 persons.

After the August 14 Board meeting, the CDA issued a press release announcing the election of Kevin Tabe as President, which caught the Silver Spring/Takoma Park *Gazette's* interest. I was contacted by the *Gazette* for a quote, and learned that the reporter was interested in talking to other business owners. The CDA also wrote letters to the Takoma Park City Council and Mayor Williams announcing Kevin's election.

On August 22, I met with El Tiempo's Advertising Manager Zulema Tijero and learned about the newspaper's sponsorship of various regional events. Their sponsorship could be useful when we begin organizing events.

On August 23, the CDA held its 3<sup>rd</sup> Adopt-a-Highway Cleanup of 2014, with a small group of volunteers that included a couple of newcomers. Our 4<sup>th</sup> cleanup is scheduled October 25 and I contacted a local Boy Scout troop about participating.

The CDA made progress in Quickbooks, becoming more knowledgeable about where to enter deposits and payments, and how to print reports. Our accountant made site visits in August to train me, and prepare the financial reports necessary for Board meetings. Expansion area members must still be integrated into an expanded Business Directory that will be distributed in bulk to members. They must also be added to our marketing and promotions later this fall.

August ads were created including a Back-to-School ad in the August 15 *El Tiempo*, a Back to School Direct Mailer sent via Taradel to 10,100 households in late August, and a half-page ad featuring three African-owned businesses in the *Afrikan Past*. All design work was done by Isabel Tzeng, who returned to the University in late August.

## SEPTEMBER

On September 6, I attended a breakfast organized by Councilman Schultz with Ward 6 civic leaders. I'm hopeful they will help recruit a few more residents to volunteer for the Adopt-a-Highway events.

Without an in-house graphic designer, the CDA turned to graphic designer Bryant Pomajambo for help. He was referred by Soluciones Inmigrantes, and is creating materials for our October 5 Street Festival display. He'll also help design our monthly ads.

October 15, 2014

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CDA President Kevin Tabe was added to the Wells Fargo checking account as a signer with assistance from Bayron Bonilla. Both Kevin and Bayron recommended that the CDA apply for a debit card that could be used for purchasing supplies and advertising. The card will eliminate the practice of reimbursing the CDA's Executive Director for expenses paid for with her personal credit card.

Greenlinks submitted a proposal for Porter services in the CDA, which I signed. They will conduct twice a month litter pickups and remove illegal signs along CDA public sidewalks. Once a quarter, they will powerwash the four most heavily used bus shelter pads and surrounding areas.

On September 12, the CDA received a draft contract for services from the City to review, which I forwarded to President Kevin Tabe. I attended the September 22 City Council meeting to comment in support of their resolution to authorize the City Manager to contract with the CDA for economic development services. The contract outlined activities that the CDA must perform, which Sara and I had discussed in June, and requires quarterly reports.

In the next couple of months, the CDA will implement the "amenities" portion of its mission by adding additional planters with our logo at a half-dozen locations in the Commercial Management District to add beauty and cohesion. I've scouted planter locations and am requesting permission from property managers and SHA to install. I've selected a smaller, less costly fiberglass planter similar to those that we installed in June.

The *Takama Park Newsletter's* September cover story featured two NewAve businesses, one of which was McDoris Fashion and Fabric with a nice photo. The CDA provided design assistance with McDoris' business cards and banner, and got the *Afrikan Post* to cover their September 6 Grand Opening, which Councilman Schultz and I attended, a photo of which appeared in last week's newsletter.

The CDA secured donations from a number of members to raffle at the October 5 Street Festival: gift certificates to Tiffin, Sardi's, Pupuseria El Comalito, and Chuck E. Cheese, an international foods basket, and a Tablet from Radio Shack.

On September 19, I met with the City's new Sustainability Manager Gina Matthews to learn about her programs.

In late September, the State of Maryland and Montgomery and Prince George's Counties agreed to create a Purple Line Community Compact, institutionalizing in the decision-making the voices of those directly impacted by the Purple Line's construction and operation. I invited



October 15, 2014

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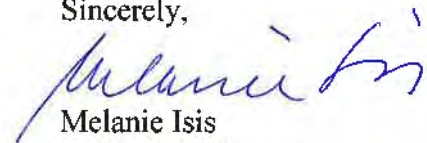
Liliana Pena, Purple Line Community Outreach Liaison, to update us at the October 9 Board meeting, and will be attending the October 25 workshop.

As recounted above, the first quarter of FY15 has been very busy and productive for the CDA. The attached financial reports show in detail the healthy condition of the organization as of September 30, the end of the first quarter.

The CDA appreciates the support of the City of Takoma Park for its economic development services to Takoma/Langley businesses, and looks forward to reporting in early January about our activities during the second quarter of FY15.

Please contact me if you have questions or require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Melanie Isis".

Melanie Isis  
Executive Director

January 21, 2015



**TAKOMA  
LANGLEY  
CROSSROADS  
DEVELOPMENT  
AUTHORITY, INC.**

Sara Anne Daines  
City of Takoma Park  
7500 Maple Avenue  
Takoma Park, MD 20912

Dear Sara,

I am writing to report on the Takoma/Langley Crossroads Development Authority's (CDA's) activities during the **second quarter of FY15**, funded in part by the City under a \$30,000 FY15 contract for services (Ordinance 2014-#49). Financial reports for October and November are attached, and December will be available at the end of this month.

### OCTOBER

The CDA continued follow-up with businesses added to the Takoma/Langley Commercial Management District by the City Council in June. About half had not paid license fee invoices mailed in early September. Expansion of the Commercial Management District increased listings in the CDA Business Directory, exceeding the 11"x14" sized brochure. The Directory was expanded to 11"x17", updated, reprinted and distributed to members.

On October 5, the CDA participated for the second year in the annual Takoma Park Street Festival. We gave out seven door prizes donated by businesses, information, and *Shop the Crossroads* bags. Promotional flyers and materials for the event were designed by a freelance graphic designer the CDA began working with this month, Bryant Pomajambo. He will be doing the graphic design work our Summer Intern handled, creating ads for *El Tiempo Latino*, *Afrikan Post*, and direct mailers.

In early October, the CDA met one-on-one with the twenty-six food business owner/managers in the Takoma/Langley Commercial Management District. We informed them of the City's plan to ban polystyrene and the Public Hearing on October 13. We distributed a flyer for the Hearing with sources for alternative food packaging. The CDA testified in support of the proposed ban and summarized outreach and members' responses.

The October 25 Adopt-a-Highway Cleanup was rescheduled due to the Purple Line Community Compact Workshop on October 25<sup>th</sup>, one of two Purple Line Community Compact Workshops this fall. Representatives from the State, Montgomery and Prince George's Counties, along with the UMD Center for Smart Growth led the roundtable discussions to elicit input from stakeholders and community leaders on how to manage the Purple Line project to ensure that affordable housing and independent small businesses in the corridor continue. Synthesized strategies from the workshop were posted online on 11/4, with opportunities for public comments. The CDA ran an article about the Workshop in our e 1/31 e-newsletter with a link to the Center for Smart Growth's website. A second workshop was scheduled November 17th at Felegy Elementary School in Hyattsville.

**EXECUTIVE DIRECTOR**  
MELANIE ISIS  
misis@takomalangley.org

### BOARD

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PRESIDENT

**ALBERT R. CONLEY**  
VICE PRESIDENT

**BAYRON BONILLA**  
TREASURER  
Director, At Large

**RAM K. AGARWAL**  
Director, Holton Lane,  
Hampshire Place

**DAVID BOUCHARD**  
Director, Hampshire/Langley  
Shopping Center

**JOSE A. BURGOS**  
Director, At Large

**MARTA A. FUENTES**  
Director, Crossroads  
Professional Building

**PRITI SHETH**  
Director, At Large

**JUDY STEWART**  
Director, Takoma/Langley  
Crossroads Center

**STEPHEN H.  
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**SARA A. DAINES**  
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Representative,  
Prince George's County

**JOHNDRE JENNINGS**  
Representative,  
Maryland Dept. of Housing  
and Community Development

**REEMBERTO RODRIGUEZ**  
Representative,  
Montgomery County

**FRED SCHULTZ**  
Takoma Park Council Ward 6

**ERWIN H. MACK**  
Director Emeritus

January 21, 2015

Page 2

In October, the CDA obtained a debit card from Wells Fargo Bank at the recommendation of board members for business expenses. The debit card carries built-in zero liability protection, so the CDA will not be held responsible for any promptly reported unauthorized transactions. We must notify the bank within 60 days of the unauthorized transaction.

The CDA identified multiple locations for new sets of planters and contacted property owners and SHA for permission to install them. SHA is reviewing the request, while three property owners granted the CDA permission to install planters on the edges of their properties.

The CDA met with Takoma Park's new Sustainability Manager Gina Matthews to introduce the organization. She was interested in working with property owners on energy conservation, and is very knowledgeable about energy saving programs.

The CDA is a member of the Maryland Association of Nonprofits, which offers trainings for nonprofit Board members to better understand their roles. The CDA would be glad to cover registration fees for any Board member interested in attending training.

Eleven winter banners are available for sponsorship, as announced in last week's e-newsletter. They were one-season sponsorships that the Board wanted to be available. With the winter set, the CDA will add three new banner poles in the expansion area, which will require new hardware and sponsors. Most banner sponsors purchased three winter seasons which was a better value and reduced work for the CDA. Recruiting sponsors is time consuming and requires one-on-one meetings and multiple visits in some cases. Kevin Tabe suggested that phone numbers get added to sponsor banners so people can contact the businesses. There is no budget to reprint sponsor banners, and there may not be space to add numbers. Banners must be ordered this month in order to be installed in early November. The Board will get to decide in 2016 how banners will look.

The CDA ordered 5 sets of fiberglass planters in late October from The Park Catalog, and signed an installation agreement with Greenlinks. The planters will be installed in five locations in mid-December with shrubs, perennials, and pansies. Photos of the planters are attached.

## **NOVEMBER**

The CDA'S October 23rd mailing to businesses in the expansion area that had yet not paid their license fees brought in five more fees. The remainder were turned over to Andalman & Flynn for collection. During November, the CDA researched collection agencies in search of a less costly firm (we pay 40% of the amount collected to Andalman & Flynn). Unfortunately, our small portfolio and less than \$5000 account are not of interest to most collection firms, which deal with large volumes of overdue accounts in the thousands of dollars. One firm in Alexandria, Virginia, charges 33%, and another in Minnesota charges 25%. I decided to continue using Andalman & Flynn, which is based in Silver Spring and has assisted the CDA for at least 15 years. We signed a new service agreement, since neither of us had a copy on file.

January 21, 2015

Page 4

The last Adopt-a-Highway Cleanup of 2014 was Saturday, Nov 25 from 10-11:30am. For the first time, there was a terrific turnout of volunteers, with over twenty-five participating, making a fast and thorough cleanup. One photo is attached showing students from the University of Maryland's Global Communities Program, who visited the CDA in 2013 on a tour with their professor.

In late November, the CDA recruited a Spring Intern from the University of Maryland-College Park Smith School of Business. Senior Robyn Rosenzweig, a marketing major with lots of social media experience, begins working ten hours a week on January 26.

Separately, the CDA was contacted during November by UMD graduate Planning student Max Pastore about his interest in doing an Independent Study in the Crossroads. He graduated last May with a degree in Architecture and has excellent design skills and work experience at M-NCPPC-Prince George's. Max wants to provide graphic design and branding services to businesses in one commercial property in the Crossroads, in order to improve the property's appearance and increase the businesses' prosperity. I referred him to Judy Stewart, property manager for Takoma/Langley Crossroads Center, the oldest shopping center in the Crossroads. Judy and Max worked out the details of Independent Study, providing assistance to tenants at the property. Max begins work on January 26, and will work Wednesdays at the CDA office.

The CDA wrote a letter of interest supporting Maryland Transit Connectors' small business development/assistance initiative. MTC is one of the four teams approved by MTA to bid on the Purple Line project, and had requested the letter of support. The letter will not influence MTA's selection of the winning team.

Office improvements were undertaken in November, with replacement of the CDA phone system (old one dropped calls and required special batteries), and signing of a three-year lease agreement for a 2014 Ricoh copier. Maintenance will be done by Digital Imaging Group for 33% less than the service contract for our previous copier.

## **DECEMBER**

The CDA Holiday direct mailer was delivered to 10,600 households and area businesses the first week of December with coupons from 26 businesses.

On December 5, the CDA hung 3' wreaths with bows and ornaments on the City's 11 lamppoles on Holton Lane. The wreaths were taken down the first week of January and stored until next year.

7-Eleven corporation finally paid FY15 license fees for both of its stores in the CDA, a breakthrough thanks to referrals by Judy Stewart and Merrimac Square franchisee Jasse Singh.

On Dec. 13, the CDA arranged for volunteer carolers from Our Lady of Sorrows to sing Christmas carols at 3 locations in the CDA: Pupuseria El Comalito, Red Apple Farmers Market and ALDI. The carolers

January 21, 2015

Page 3

On November 3, Takoma Park Mayor Bruce Williams issued a Mayoral Proclamation declaring November 29<sup>th</sup> "Small Business Saturday", and encouraging residents to support local businesses by buying locally on the 29<sup>th</sup> and throughout the year. The proclamation was featured in the CDA e- newsletter, and businesses were urged to use "Small Business Saturday" in their marketing.

The City offered the CDA use of 11 ornamental lamp poles on Holton Lane for holiday decorations. The poles lack outlets for lights, so the CDA chose 3' artificial wreaths with red bows and ornaments to hang in early December. The City paid for the decorations, and the CDA paid for installation/removal and storage.

Copies of the CDA's Reauthorization Ordinance were distributed to Board members at the November 13 Board Meeting to review and become familiar with.

The CDA Marketing Committee met for the first time after the November 13 Board meeting. Attending were Judy Stewart, Priti Sheth and Sara Daines. They discussed expanding CDA print ads to other ethnic newspapers (Vietnamese, India, China, etc.) ,getting a copy of the DC convention calendar, advertising on tv /cable, radio, online, videotaping our own ads, and using direct mail in the slow season. They suggested collecting emails from CDA businesses that collect customer emails, and using them to begin email marketing; finding someone to write a blog; getting YELP to focus on the Crossroads vs. individual businesses; holding a Diwali event and exploring what it would cost/budget; issuing an RFP for an event in the Crossroads, and installing a bulletin board in Crossroads Professional Building lobby to publicize events and activities in the Commercial Management District.

Winter banners were hung November 17 including the three new poles at University Boulevard and Carroll Avenue (see attached photos).

The CDA provided data to Ward 6 Councilman Fred Schultz's proposal for establishment of a Bi-County Crossroads Commission, which he planned to send to the County Executives and Governor's Office.

On November 19, the CDA's third direct mailer of 2014 (copy attached) for the December holidays was uploaded to Taradel *Every Door Direct Mail*, which printed and processed the mailing. The 8.5" x 11" postcards were distributed by US Postal Service carriers to 10,000 area households the first week of December with coupons from 26 CDA businesses.

On November 20, the CDA hosted a City workshop for community residents on placemaking in the right-of-way on the west side of New Hampshire Avenue between the parking lot of 7676 NH and sidewalk. Three residents participated, along with the property owner of 7676 NH Ave and myself.

On November 24, the Silver Spring Citizens Advisory Board's Commercial and Economic Development Committee met at the CDA, which had invited the group. CDA members were invited, along with members of the Long Branch Business League and Old Takoma Business Association, to give suggestions for how local residents can help small businesses. Not one business owner attended. The CDA had a good discussion with committee members and two area residents.

April 13, 2015



**TAKOMA  
LANGLEY  
CROSSROADS  
DEVELOPMENT  
AUTHORITY, INC.**

Sara Anne Daines  
City of Takoma Park  
7500 Maple Avenue  
Takoma Park, MD 20912

Dear Sara,

I am writing to report on the Takoma/Langley Crossroads Development Authority's (CDA's) activities during the third quarter of FY15, funded in part by the City under a \$30,000 FY15 contract for services (Ordinance 2014-#49). Financial reports for January-March 2015 are attached.

### JANUARY

The CDA followed-up with the 26 businesses that were featured in the Holiday direct mailer distributed to 10,600 households the first week of December. Coupons were redeemed at 8 businesses (30%). All but one of the eight received 4 or fewer coupons. FroZenYo received 10. Coupon redemption is one measure for evaluating direct mail, but does not tell the whole story. Many people see the coupons, even clip or carry them, and still forget to use them, so the mailers give the CDA visibility. The December mailer was the CDA's third of 2014, following one in August, and before that last May. CDA mailers have been sent to thousands of area residents every few months, which has value. A fourth mailer promoting CDA tax preparation firms was distributed in late January to 10,200 households without coupons. A final direct mailing of FY15 is scheduled for May.

On January 13, CDA Board Member Priti Sheth and I attended a training offered by the Maryland Association of Nonprofits on "The Roles and Responsibilities of Board Members". All board members were encouraged to attend the training, and emailed information about webinars offered by MD Nonprofits.

In late January, the CDA contacted members about a Spring banner sponsorship. This Spring is the third and last season for the Spring banner design. A new design will be chosen for Spring 2016 and sponsor names will be imprinted.

On January 26, Spring Intern Robyn Rosenzweig began working five hours a week at the CDA on social media, making recommendations for improving the CDA's outreach and implementing them. She was recruited from the UMD-College Park Smith School of Business, and is the first Spring Intern the CDA has engaged. She focused on creating content for the CDA Facebook page, and scheduled several weeks of posting in advance. She also critiqued the CDA website and proposed loyalty cards as marketing tool for some CDA businesses, rewarding customers who regularly patronize them with a free service after a number of purchases.

That same week, UMD-CP Graduate Student Max Pastore began an Independent Study in the CDA, providing graphic design services to businesses in Nightingale Properties'

**EXECUTIVE DIRECTOR**  
MELANIE ISIS  
misis@takomalanglely.org

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Takoma/Langley Crossroads Center. Max will also design CDA bus ads for RideOn that will be displayed on 27 buses throughout April, and bus shelter ads for FY16. He's also redesigning the CDA Business License.

On January 30, the CDA attended *Purple Line Now's* Board meeting to learn the latest news, and emailed a summary to Board members afterwards.

The CDA changed bookkeepers in January after our accountant disappeared in mid-December, failing to answer email or voicemail. The new bookkeeper, Jacqueline Newell, was referred by the Old Takoma Business Association and their accountant. With her help, the CDA issued 1099s to service contractors paid \$600 or more during 2014. The CDA learned it is not required to have an annual audit, which has been done for decades. Only nonprofits that receive \$500,000 or more in charitable contributions each year are required to have an annual audit. In FY16, the CDA will shift to having an audit every four or five years.

CDA ads ran in *El Tiempo Latino* on January 16 and 30, and in the January *Afrikan Post*. A direct mailer promoting CDA tax preparers was mailed January 26 to 10,200 households. Copies of all are attached.

## **FEBRUARY**

The owner of 1009 University Blvd E, a four-plex commercial building, contacted the CDA about a letter she'd received from a Rockville law firm, Law Offices of Miller, Miller & Canby. The letter said that MTA was acquiring properties in her area for the Red Line and implied that her property would be taken, even including a map showing her property circled. I forwarded the letter to Liliana Pena, Outreach Liaison for the Maryland Transit Administration, who confirmed that 1009 University Blvd E was not being taken for the Red (or Purple) Line.

On February 13, I spoke at a press conference celebrating the City's passage of a ban on polystyrene food packaging that takes effect July 1.

On February 24, I attended a meeting of the Langley Park Small Business Owner's Association, where MTA representatives presented a PowerPoint about the Purple Line. I forwarded a copy of the presentation to Board members the following day. I met with James Diggs and MTA's Purple Line team the previous week about their Economic Empowerment Program.

Aurore Bakery may be coming to the long-vacant retail space at 7639 New Hampshire Avenue near Red Apple Farmers Market. Extensive remodeling will be needed to convert the retail space into a bakery. The CDA welcomed the owner and provided introductory information.

The Takoma Park Recreation Department is looking for local businesses to partner with their Summer Youth Employment Program. Youth involved will complete an extensive training by the Recreation Department, and be eligible to work up to 20 hours a week for six weeks starting July 6. A Business Interest Meeting will be held in March. Email [Recreation@takomaparkmd.gov](mailto:Recreation@takomaparkmd.gov) or call 301-891-7290.

YUM Brands lawyer Stacy Silber and their construction manager met with the CDA about a proposed Taco Bell at Holton Lane and New Hampshire Avenue in the front corner of ALDI's parking lot. The 50-seat restaurant will have outdoor dining on the Holton Lane side, a drive-through window on the parking lot side, and lots of new trees and grass in islands created around the restaurant. YUM Brands is meeting with the community and City about their project.

Maryland Governor Larry Hogan replied to the CDA's December 2014 letter of support for the Purple Line with a letter acknowledging ours and promise to review the project.

CDA ads ran in *El Tiempo Latino* on February 6, 13, and 26, and February *Afrikan Post*, copies attached.

### **MARCH**

Spring banners went up in mid-March, the final Spring season for sponsors who purchased a 3-year sponsorship in 2013. The CDA will select a new banner design for Spring 2016 later this year that will have the sponsor's name imprinted on the large banner. The little banner below will be eliminated.

On March 3 and again on March 17, I attended *Ready for Success* training by the MD SBDC and CASA for small business owners in Takoma/Langley. Nine courses are in the series, each offered in the morning and evening, to make it convenient for business owners to attend. The presentations were excellent and all Board Members are encouraged to attend.

On March 10, the CDA introduced Ellen Kessel, Program Coordinator from Docs in Progress, to four CDA businesses to encourage the owners-- Priti Sheth, Patrick Afriye, Doris Agbasi and Ndiagna Koite-- to be filmed by students in a documentary filmmaking class that will start this month. One student has selected Priti's Fashion and Jewelry for their project, and the CDA is looking forward to posting the film on their website later this summer.

In mid-March, the CDA submitted a Letter of Intent to Takoma Park's FY16 Community Grant Program, requesting \$10,000 in matching funds for a large mural on Holton Lane. We'd identified muralist Peter Krsko for the project, whose works are displayed in Long Branch and elsewhere in the nation. Decisions by the Grants Review Committee were expected March 27, with requests to selected applicants for a full proposal. The CDA has not received any word, and believes its Letter was not of interest.

Ads ran in *El Tiempo Latino* on March 6, 13, and 27, and March *Afrikan Post*, copies attached.

At the end of the month, the CDA's ads (attached) appeared on 25 RideOn buses in the down-county. The ads were designed by Max Pastore, UMD grad student doing an Independent Study this Spring.

The first CDA Adopt-a-Highway Cleanup of 2015 was held Saturday, March 21 from 10am-11:30am. Volunteers were recruited from civic associations and Our Lady of Sorrows, but the weather was terrible, and only three persons came out. A better turnout is expected for the May 30 cleanup.



The CDA will promote members at the April 12 *Family Fun Festival* at Washington Adventist University and the May 17 *Celebrate Takoma Festival*. We'll be distributing flyers with coupons and *Shap the Crossroads* tote bags. Participating business coupons were from Subway, IHOP, Claudette's Braiding, Fantasy Nails, FroZenYo, Sardi's Pollo, Tiffin, Little Caesars, & #1 China (sample attached)

The CDA began drafting the FY16 budget, projected at \$228k. License fees will increase in June, affording increased maintenance, amenities and marketing of the CDA next year. In addition, the CDA Executive Director who has worked as a contractor since 2012, is requesting a change in status to full-time employee, a move that was recommended by CDA bookkeeper, accountant and auditor. A draft FY16 budget will be presented at the April Board meeting.

During the past six weeks, the CDA's social media has increased enormously through the efforts of intern Robyn Rosenzweig, who scheduled Facebook postings for the next month and recommended that the CDA "promote" its Facebook page to increase followers, which has worked.

The third quarter of FY15 has been busy and productive, with a surge in print advertising. The CDA looks forward to a fourth quarter that will include an approved FY16 budget, Annual Member Meeting, direct mailer, and invoicing members for FY16.

Please contact me if you have any questions or require additional information.

Sincerely,



Melanie Isis  
Executive Director

Attachments



**TAKOMA  
LANGLEY  
CROSSROADS  
DEVELOPMENT  
AUTHORITY, INC.**

July 13, 2015

Sara Anne Daines  
City of Takoma Park  
7500 Maple Avenue  
Takoma Park, MD 20912

Dear Sara,

I am writing to report on the Takoma/Langley Crossroads Development Authority's (CDA's) activities during the fourth quarter of FY15, funded in part by the City's FY15 \$30,000 contract for services (Ordinance 2014-#49). Financial reports for April – June 2015 are attached.

**APRIL**

On April 7, I attended training on Nonprofit Finance offered by the MD Nonprofits Association. The trainer, a CPA, explained the importance of key financial reports including the Statement of Financial Position, Statement of Activities and Changes in Net Assets, Statement of Cash Flows, Statement of Functional Expenses, and Notes to Financial Statements. He explained the difference between cash and accrual accounting, which our bookkeeper had also covered.

On April 12, the CDA promoted members at Washington Adventist University's *Family Fun Festival*, distributing coupons and *Shop the Crossroads* tote bags. Coupons included Subway, IHOP, Claudette's Braiding, Fantasy Nails, FroZenYo, Sardi's Pollo, Tiffin, Little Caesars, & #1 China Restaurant. We promoted awareness of the festival including food vending opportunities in the newsletter.

The CDA gave the City a list of content areas/objectives relative to City public lands and open spaces. The City is developing a Public Land and Open Space Management Plan to set recommendations for City projects and inform future Capital Improvement Plans, and encourage/permit flexible use of space. They will present a scope of work for Public Land and Open Space Management to the Council by the end of June, with work beginning FY16.

I submitted Summer Internship positions to UMD Business and Art Programs for a marketing/advertising/graphic design student, and am interviewing a candidate next week. I've had interns the past three summers, and they were very helpful. The CDA offers a great opportunity for someone to see their work in print, and work one-on-one with business owners on marketing and social media.

I met with attorney Stacy Silber, whose firm represents MUY Brands, owner of Taco Bell, to discuss the Taco Bell proposed for the corner of Holton Lane & NH Ave. The tan brick building will have a 50-seat restaurant with large windows, outdoor seating on the Holton Lane side, a drive-through window on the opposite side, and large green islands with trees around the pad site. The restaurant will be constructed in the corner of the

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parking lot at NH & Holton. Silber already met with the City, NHGCA, and NHGCA president Talisha Searcy, and is required to hold a meeting to answer questions from nearby property owners, business owners, etc. She is willing to discuss the project with CDA board members (and was invited to speak at the Annual Member Meeting in May), and asked for a letter of support IF the Board approves.

Spring banners went up in mid-March with two different shades of sponsor banners due to an error. Raleigh's Outdoor Décor is giving the CDA a credit toward a future order. This is the final spring season for these banners. We'll select a new design for Spring 2016 that will have the sponsor's name imprinted on the large banner, and lose the small banner later this year.

New CDA ads appeared March 26 on twenty-seven RideOn buses in the downcounty. The ads were designed by Max Pastore, a UMD Grad Planning student doing an Independent Study in the Crossroads this Spring. Max is also designing bus shelter ads for FY16.

CDA advertising in *El Tiempo Latino* continued with ads run March 6, 13, 27, April 3 and April 10. *Afrikan Post* ads come out the 3<sup>rd</sup> week of the month featuring three businesses. For April, we're promoting Halal Meat & Grocery, The Caribbean Market, and Crown Insurance. Our fourth and final direct mailer of FY15 will be distributed in May.

In mid-March, the CDA submitted a Letter of Intent to Takoma Park's FY16 Community Grant Program, requesting \$10k in matching funds for a large mural on Holton Lane. We identified muralist Peter Krsko, whose works are displayed in Long Branch and elsewhere in the nation. The Community Grants Review Committee requested a full proposal by the beginning of May. I attended a briefing on the proposal format on Tuesday evening, and think we have a good opportunity.

Our first Adopt-a-Highway Cleanup of the year was 3/21 and poorly attended, probably due to bad weather. Three women volunteered, two from the 'hood, and one from Our Lady Of Sorrows. The next cleanup is May 30, when the weather will be better. The good news is that our cleanup is now listed on the Potomac Watershed Society's calendar of cleanups and getting broader exposure.

The CDA Annual Member Meeting is Wednesday, May 13, from 10:00 am to 11:30 am in 7676 NH Ave, Suite 220-B in the WIC Training Room. I invited Montgomery County Councilman Tom Hucker (District 5) to speak and am open to other suggestions. The agenda will include the FY16 Budget, a vote on expanding the Board with a representative of the 900-1000 blocks of University Blvd & Merrimac Drive, and a guest speaker. I'm mailing invitations to members next week after we have nailed down a speaker.

On March 3, 26, and April 14, I attended *Ready for Success* trainings offered by the MD SBDC and CASA for small business owners in Takoma/Langley. Nine courses are in the series, each offered in the morning and evening, to make it convenient for business owners to attend. This presentation on Fiscal Fitness was excellent.

CASA of Maryland is holding *International Corridor Business Day* on Saturday April 18 from 10am-1pm, with one-on-one confidential counseling, resources and information, and legal workshops on negotiating a lease.

The TP Independence Day Committee invited the CDA to participate in the annual 4<sup>th</sup> of July parade, which we did in 2012. The opportunity was posted in the April 17 enewsletter as a marketing opportunity for a CDA member.

In late April, the CDA sent twenty food businesses a letter reminding them of the July 1 polystyrene ban, and providing a list of company websites where alternative food packaging can be procured. In addition, the July 1 ban was mentioned in newsletters from May 1, 15, 29, June 26 and July 3. The CDA also distributed the City's brochure on polystyrene, and attended a June 23 briefing by City staff (Public Works) on the legislation and implementation.

Local businesses are invited to partner with the TP Rec Department's Summer Youth Employment Program. Youth involved will complete an extensive training by the Rec Department and be eligible to work at no charge for employers up to 20 hours/week for six weeks during the summer starting July 6. Email [Recreation@takomaparkmd.gov](mailto:Recreation@takomaparkmd.gov) or call 301-891-7290.

I'm distributing copies of the draft FY16 budget projected at \$233,634, and will walk you through it. There is time for discussion and revision. You will eventually need to vote on the budget in order for it to become final.

## **MAY 2015**

The May 13 Annual Meeting was poorly attended with 3 board members, 3 ex-officios and 5 members present for the Powerpoint. I presented about FY15 and plans for FY16. Lacking a quorum, the CDA emailed members afterwards for an electronic vote on expansion of the Board with a new representative for the 900-1000 blocks of University Blvd & Merrimac Drive. About 15 members replied approving the additional board seat, and no one disapproved. I updated the CDA By-Laws to reflect the additional geographic area representative and must find a candidate to recruit.

The Annual Meeting included a presentation by Taco Bell representatives on their new restaurant proposed for the ALDI parking lot at NH Ave/Holton Lane. Taco Bell has entered into a partnership with local nonprofit MANUP, and will interview Takoma Park youth for positions at their College Park restaurant. If an applicant is approved, they will be hired for the Takoma Park restaurant. Taco Bell requested a letter of support from the CDA for the new restaurant, which the board must approve.

On May 15, the CDA hosted a pit stop for *Bike to Work Day*, one of 3 in the City. 2015 had the largest turnout ever for BTWD in the DMV area.

The CDA promoted members at the May 17th *Celebrate Takoma* Festival, distributing coupons and *Shop the Crossroads* tote bags. Coupons included Subway, IHOP, Claudette's Braiding, Fantasy Nails, FroZenYo, Sardi's Pollo, Tiffin, Little Caesars, & #1 China. Vending opportunities at the festival were promoted months ago in the newsletter, and one CDA member sold Senegalese fashions.

On May 18, the CDA presented a Powerpoint on FY15-16 to the Takoma Park City Council. Council members were interested in the area and asked a number of questions including what can the City do to assist businesses in the CDA, whether the CDA surveyed customers about how they learned of the area, and what economic development resources the Crossroads could use to attract business.

The CDA provided comments on a proposed Plastic Bag Ban ordinance drafted by Takoma Park Councilman Jarrett Smith.

On May 30, our 2<sup>nd</sup> Adopt-a-Highway Cleanup took place with the help of volunteers from NH Gardens Civic Association and Our Lady of Sorrows. The next cleanup is August 1st.

CDA ads ran in the May 8 *El Tiempo Latino* and May *Afrikan Post*.

Takoma Park Police 2014 Annual Report was released in April with a summary of activity and trends. A link to the report was included in the enewsletter, and I have a hard copy.

The CDA's 2014 Audit was completed in May, and I have copies of the Financial Statement.

The 2015 *Takoma Park Business Directory & Survival Guide* was published last month and distributed to City households. The CDA ad appears on page 144 and gives us visibility while supporting a local preschool.

#### **JUNE 2015**

On June 1, Summer Intern Cheri Wang began working 30 hours a week at the CDA. She is a senior at UMD majoring in Graphic Design and Marketing. She's creating ads for *El Tiempo Latino*, *Afrikan Post*, and *India Express*, producing creative content for the CDA Facebook page, and assisting members with marketing and social media. She has been helpful in interviewing several CDA members whose native language is Mandarin.

On June 8, the City Council awarded a landscaping contract for improvements to the Green Space along NH Ave between Holton Lane and 7676 NH. Work will begin on June 24.

The CDA's 4<sup>th</sup> direct mailer of FY15 was distributed June 8<sup>th</sup> to 10,000 area households with coupons from 19 businesses valid through July 15.

Summer banners will go up July 1st at 33 utility poles in the TLCMD. This is the 3<sup>rd</sup> and last season for the summer banner design, and board members will choose a new design for Summer 2016.

The CDA uploaded four ads to Clear Channel's website that will be printed and displayed in 13 bus shelters throughout the Silver Spring/TP area starting July 6. The campaign is the first of two 13-week promotions the CDA will do in FY16. The ads were designed by Max Pastore, UMD Planning Grad student.

The City's FY16 Community Grant Program recommended the CDA's application for funds to create a large mural on Holton Lane to the Council in late June, which will decide on July 23. Muralist Peter Krsko would undertake the project, which will have a large community-engagement focus.

CDA ads ran in the June 5 *El Tiempo Latino* and June *Afrikan Post*.

The CDA's FY16 Marketing Plan includes advertising on El Zol 107.9 FM, the most popular Spanish-language radio station in the DC area and CBS-owned. I met with a sales rep to discuss how they could promote the CDA. She suggested three events over the next 12 months where El Zol broadcasts live from the Crossroads with an El Zol van, El Zol banners, prizes and tent, and a promotional team that

plays games and entertains the crowd. The live broadcasts will promote nearby businesses and drive customers to the area. About half a dozen El Zol DJs do these events at \$3700/event. El Zol provides 20, fifteen-second pre-recorded promos 3 days before the event, fifty 30-second streaming commercials on their website, and two live call-ins from the location. I've requested references from El Zol to find out how successful these events are in driving customers to a location. We discussed a Back to School event in August, Hispanic Heritage event in October, and event around the December holidays.

I met with the City to review their proposed FY16 Contract for Services. The City is sharpening its focus on economic development and wants the CDA and OTBA to be the first points of contact for economic development services, providing referrals and advancing City policies and initiatives the impact businesses located in or seeking to locate in the CDA or OTBA. The City wants the CDA to monitor the inventory of vacant commercial and retail space, provide information on lease options, financial/TA programs, permitting and licensing requirements, and environmental laws and policies. I think the CDA can provide economic development services that the City needs, and would benefit from becoming more of a "go-to" place for business assistance, with information about permits, licenses, TA programs, environmental regulations, and City programs for business.

On July 14, WMATA is holding a public hearing at the Langley Park Community Center to lease the TLC Transit Center from MTA and Environmental Evaluation. This announcement will appear in tomorrow's newsletter, with a link to the environmental report. I am attending and will report on the meeting.

This quarterly report completes the CDA's required reporting on activities during FY15, and is accompanied by financial reports for April-June, e-newsletters from April-June, the direct mailer, and ads run between April-June.

The CDA appreciates the City's support for its ongoing efforts to promote and market, provide amenities and maintenance to the Takoma/Langley Commercial Management District. We look forward to working in partnership with the City in FY16.

Sincerely,



Melanie Ists  
Executive Director

Attachments

# Consent Agenda

<b>Agenda Item #</b>	6D
<b>Meeting Date</b>	July 27, 2015
<b>Prepared By</b>	Roz Grigsby, Community Development Manager, HCD
<b>Approved By</b>	Suzanne Ludlow City Manager

<b>Discussion Item</b>	Resolution Authorizing Submission of Community Legacy Application
<b>Background</b>	<p>The Community Legacy grant program, administered by the Maryland Department of Housing and Community Development, is a comprehensive planning-based program designed to implement community-wide revitalization strategies. Funding priorities include projects which have a strategic economic impact, demonstrate evidence of other funding commitments, and are clearly part of an ongoing revitalization effort.</p> <p>The following capital project descriptions and preliminary cost estimates were discussed during a City Council meeting on July 20, 2015. The projects, with grant amount requested for the FY16 Community Legacy application are:</p> <ul style="list-style-type: none"> <li>• <u>6530 New Hampshire Avenue (\$150,000)</u>: The project leverages private investment of \$1.1 million in a blighted, three-story, 18,540 square foot commercial building to include energy-efficient windows, roof-mounted photovoltaic solar panels, and improved, landscaped pedestrian amenities.</li> <li>• <u>6600 New Hampshire Avenue (\$100,000)</u>: The project provides Redline Motorsports, a local, independent business, the opportunity to expand on site by adding an additional story to the existing building. The project will provide new commercial square footage, grow the services and products offered at the business, and enhance the curb appeal of the property with new facade and lighting, while removing storage containers from the parking area.</li> </ul>
<b>Policy</b>	<p>“To work in partnership with others to ensure that Takoma Park is fiscally, environmentally and economically sustainable for the city and its residents.”</p> <p><i>City of Takoma Park, Maryland Strategic Plan (FY2010-FY2015)</i></p>
<b>Fiscal Impact</b>	Community Legacy Grant Request: \$ 250,000.00
<b>Attachments</b>	Resolution Authorizing Submission of Community Legacy Application
<b>Recommendation</b>	Approval of the accompanying resolution.
<b>Special Consideration</b>	

Introduced by:

**CITY OF TAKOMA PARK, MARYLAND**

**RESOLUTION 2015 -**

**AUTHORIZING SUBMISSION OF FY16 COMMUNITY LEGACY APPLICATION**

**WHEREAS,** the Takoma Park City Council recognizes that there is a significant need for reinvestment and revitalization of commercial and residential areas in the community; and

**WHEREAS,** the City has developed two Community Legacy Projects: the 6530 New Hampshire Avenue Project and the 6600 New Hampshire Avenue Project (the "Projects") as further described in the City of Takoma Park's FY2016 Application; and

**WHEREAS,** the Maryland Department of Housing and Community Development (the Department), either through Community Legacy or through other Programs of the Department, or in cooperation with other State departments or agencies, may provide some or all of the financing for the Project (the "Project Financing") in order to assist in making it financially feasible; and

**WHEREAS,** the Project is located within a priority funding area under Section 5-7B-02 of the Smart Growth Act and in a designated Sustainable Communities area and will conform to the local zoning code; and

**WHEREAS,** the applicable law and regulations require approval of the Community Legacy Project and the Project Financing by the City of Takoma Park.

**NOW, THEREFORE BE IT RESOLVED THAT,** the City Council of the City of Takoma Park supports the financing of the Projects, endorses the submission of the City of Takoma Park's FY2016 Community Legacy application, and approves the request for financial assistance in the form of a grant in the amount up to \$250,000 and,

**BE IT FURTHER RESOLVED THAT,** the City Manager is hereby authorized to execute documents as "Legal Entity Official (LEO)" and take any action necessary to carry out the intent of these resolutions.

**Adopted this 27th day of July, 2015.**

---

Bruce Williams, Mayor

Attest:

---

Jessie Carpenter, CMC  
City Clerk



# Consent Agenda

<b>Agenda Item #</b>	6E
<b>Meeting Date</b>	July 27, 2015
<b>Prepared By</b>	Captain Rick Bowers Police Department
<b>Approved By</b>	Suzanne R. Ludlow City Manager

<b>Discussion Item</b>	Single Reading Ordinance Authorizing the Purchase of Replacement Mobile Computers for the Police Department
<b>Background</b>	<p>The Police Department proposes buying thirteen new Panasonic Toughbook computers to replace existing inventory. The specific model to be purchased is the TB31. This is the model of computer we are allowed to use as part of our agreement with Montgomery County.</p> <p>The Montgomery County Police Department provides backend servers and support for the mobile computer network. As a result of Microsoft's ending support for Windows XP, the County turned off all mobile computers using Windows XP. The effect for us was that 26 of the 40 computers in service were turned off. The Montgomery County Police loaned us the computers we needed to continue operations with the expectation that we would purchase replacements. The Police Department plans to replace the computers over two fiscal years. This is the second year of replacements.</p> <p>These mobile units are used by officers to complete incident reports, accident reports, receive dispatched call information, complete traffic citations, view mobile video, and many other job tasks.</p> <p>There are no recurring fees as these are replacement units.</p>
<b>Policy</b>	<p>The cost of this package is in excess of \$10,000. Therefore, Council approval of the purchase is required.</p> <p>Funding for the purchase of the replacement mobile computers is available in the FY 2016 budget. Therefore, a single reading ordinance is appropriate.</p>
<b>Fiscal Impact</b>	The cost of the 13 replacement computers and shipping is \$34,104.00.
<b>Attachments</b>	Proposed ordinance authorizing the purchase of the 13 Panasonic computers.
<b>Recommendation</b>	Staff recommends approval of the single reading ordinance authorizing the purchase of the replacement computers from Brekford Corp. on a Montgomery County contract.
<b>Special Consideration</b>	

Introduced by:

Single Reading Ordinance

**CITY OF TAKOMA PARK, MARYLAND**

**ORDINANCE NO. 2015-  
AUTHORIZATION TO PURCHASE MOBILE COMPUTERS  
FOR THE POLICE DEPARTMENT**

WHEREAS, the Police Department proposes to replace existing mobile computers; and

WHEREAS, the equipment will enhance police services and protect police officers; and

WHEREAS, the computer that is required to be used per the City's agreement with Montgomery County is the Panasonic Toughbook 31; and

WHEREAS, the Department proposes to purchase 13 Toughbooks; and

WHEREAS, the Department proposes to make the purchase from Brekford Corp., based on a Montgomery County contract; and

WHEREAS, the FY 2016 budget includes funding for these computer replacements in the Equipment Replacement Reserve.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND THAT:

SECTION 1. The City Manager or her designee is authorized to enter into an agreement with Brekford Corp. for the purchase of 13 Panasonic Toughbook 31 computers.

SECTION 2. This Ordinance shall be effective immediately.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015 by roll-call vote as follows:

AYE:

NAY:

ABSTAIN:

ABSENT:

# Consent Agenda

<b>Agenda Item #</b>	6F
<b>Meeting Date</b>	July 27, 2015
<b>Prepared By</b>	Captain Rick Bowers Police Department
<b>Approved By</b>	Suzanne R. Ludlow City Manager

<b>Discussion Item</b>	Single Reading Ordinance Authorizing the Purchase of Taser Body Cameras and Associate Data Storage as well as Replacement ECDs
<b>Background</b>	<p>The Police Department proposes entering into a contract with Taser International for the purpose of purchasing thirty body cameras to be used by patrol officers. The proposal includes storage for video evidence through the use of Evidence.com and all related licenses. The contract is for a term of five years and includes replacement devices as well as an upgraded Taser ECD for each officer. The current model of ECDs is at the end of its life cycle and will no longer be supported by the company. The bundled purchase of the body cameras, data storage and ECDs is much less expensive than purchasing the items separately.</p> <p>The use of the Taser system for body cameras is consistent with surrounding jurisdictions. The Montgomery County Police Department has recently agreed to use this system.</p> <p>This is a five year contract with annual recurring costs covering the unlimited data plan. The yearly costs are as follows:</p> <p>Year 1 - \$46,690 Year 2 - \$36,540 Year 3 - \$36,540 Year 4 - \$36,540 Year 5 - \$36,540</p> <p>This a sole-source purchase. The items to be used are only made and sold by Taser International. The Department's need for external data management and storage can be met by the use of Evidence.com, which is only sold by Taser International.</p>
<b>Policy</b>	<p>The cost of this package is in excess of \$10,000. Therefore, Council approval of the purchase is required.</p> <p>Funding for the purchase of body cameras and replacement ECDs is available in the FY 2016 budget. Therefore, a single reading ordinance is appropriate.</p>
<b>Fiscal Impact</b>	Year one costs are \$46,690.
<b>Attachments</b>	Proposed ordinance authorizing the contract with Taser International.
<b>Recommendation</b>	Staff recommends approval of the single reading ordinance authorizing the contract with Taser International.

<b>Special Consideration</b>	
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Introduced by:

Single Reading Ordinance

**CITY OF TAKOMA PARK, MARYLAND  
ORDINANCE NO. 2015-**

**AUTHORIZATION FOR TASER INTERNATIONAL BODY CAMERA AND  
REPLACEMENT ECD CONTRACT**

WHEREAS, the Police Department intends to equip each patrol officer with a body camera and data storage system; and

WHEREAS, existing Taser ECD equipment is at the end of its life cycle and support for the equipment will be discontinued; and

WHEREAS, the FY 2016 budget has funds for the purchase of the body cameras and replacement ECDs; and

WHEREAS, the Police Department proposes to enter into a contract with Taser International for thirty body cameras, evidence storage, and replacement ECDs; and

WHEREAS, the systems to be used are only made and sold by Taser International; and

WHEREAS, the systems are consistent with those being used by surrounding jurisdictions.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND THAT:

SECTION 1. The City Manager or her designee is authorized to enter into an agreement with Taser International for a five-year contract to provide body cameras, data storage and replacement ECDs.

SECTION 2. This Ordinance shall become effective immediately.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015 by roll-call vote as follows:

AYE:

NAY:

ABSTAIN:

ABSENT:

# Consent Agenda

<b>Agenda Item #</b>	6G
<b>Meeting Date</b>	July 27, 2015
<b>Prepared By</b>	Rick Bowers Police Captain
<b>Approved By</b>	Suzanne R. Ludlow City Manager

<b>Discussion Item</b>	Single Reading Ordinance Authorizing the Purchase of Seven Ford Vehicles for the Police Department
<b>Background</b>	<p>In accordance with the City's practice to replace vehicles pursuant to its vehicle replacement policy, the Police Department proposes the replacement of seven fleet vehicles. To be purchased are six Ford Interceptor Utility vehicles and a Ford van. The van is used for a number of purposes, including transportation of training equipment, evidence transport, use by the Department's Emergency Response Team, and other needs as they arise.</p> <p>Funding for the purchase is included in the FY 2016 budget. The vehicles would be purchased from Apple Ford at a price based on a competitively bid State of Maryland contract.</p>
<b>Policy</b>	<p>The cost is in excess of \$10,000. Therefore, Council approval of the purchase is required.</p> <p>This is a cooperative purchase in accordance with the provisions of the City Code. Consequently, competitive bidding is not required.</p> <p>Funding for the purchase of the police cruisers is included in the FY 2016 budget. Therefore, a single reading ordinance is appropriate.</p>
<b>Fiscal Impact</b>	Total purchase outlay for the seven vehicles: \$192,132.00
<b>Attachments</b>	Single Reading Ordinance Authorizing the Purchase of Seven Ford Vehicles for the Police Department
<b>Recommendation</b>	Approve single reading ordinance.
<b>Special Consideration</b>	

Introduced by:

Single Reading Ordinance

**CITY OF TAKOMA PARK, MARYLAND  
ORDINANCE NO. 2015-**

**AUTHORIZATION TO PURCHASE SEVEN REPLACEMENT FORD VEHICLES FOR  
THE POLICE DEPARTMENT**

WHEREAS, six police patrol vehicles and one van are scheduled for replacement in accordance with the City's vehicle replacement policy; and

WHEREAS, the FY 2016 budget includes funding for purchase of vehicles for the Police Department; and

WHEREAS, the Department proposes to acquire six Ford Interceptor Utility vehicles and one Ford van; and

WHEREAS, the quoted price is based on a competitively bid State of Maryland contract with Apple Ford.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND THAT:

SECTION 1. The City Manager or her designee is authorized to enter into an agreement with the Apple Ford for the purchase of seven vehicles at a cost of \$192,132.

SECTION 2. This Ordinance shall become effective immediately.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015 by roll-call vote as follows:

AYE:

NAY:

ABSTAIN:

ABSENT:

# Consent Agenda

<b>Agenda Item #</b>	6H
<b>Meeting Date</b>	July 27 2015
<b>Prepared By</b>	Rick Bowers Police Captain
<b>Approved By</b>	Suzanne R. Ludlow City Manager

<b>Discussion Item</b>	Single Reading Ordinance Authorizing the Purchase and Installation of Vehicle Equipment
<b>Background</b>	The cost to equip the six patrol vehicles with emergency lights, sirens, computer docks and related equipment would be \$104,000. The ordinance would authorize an agreement with Brekford Corp. for the purchase and installation of the equipment. This price is based on a competitively bid Maryland State contract with the vendor.
<b>Policy</b>	<p>The cost is in excess of \$10,000. Therefore, Council approval of the purchase is required.</p> <p>This is a cooperative purchase in accordance with the provisions of the City Code. Consequently, competitive bidding is not required.</p> <p>Funding for the purchase of the police cruisers and equipment is included in the FY 2016 budget. Therefore, a single reading ordinance is appropriate.</p>
<b>Fiscal Impact</b>	Total purchase cost to equip the six vehicles is: \$104,000
<b>Attachments</b>	Single Reading Ordinance Authorizing Purchase and Installation of Police Vehicle Equipment
<b>Recommendation</b>	Approve single reading ordinance.
<b>Special Consideration</b>	



Introduced by:

Single Reading Ordinance

**CITY OF TAKOMA PARK, MARYLAND  
ORDINANCE NO. 2015-**

**AUTHORIZATION TO PURCHASE AND INSTALL EQUIPMENT  
FOR SIX POLICE VEHICLES**

WHEREAS, the FY 2016 budget includes funding for the purchase and equipping of Police Department vehicles; and

WHEREAS, the Department is purchasing six replacement patrol vehicles; and

WHEREAS, each of the patrol vehicles will need to be appropriately equipped with emergency lights, sirens, computer docks and related equipment; and

WHEREAS, the quoted price of \$104,000 is based on a competitively bid Maryland State contract with Brekford Corp.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND THAT:

SECTION 1. The City Manager or her designee is authorized to enter into an agreement with Brekford Corp. for the purchase and installation of equipment for the six vehicles at a total cost of 104,000.

SECTION 2. This Ordinance shall be effective immediately.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015 by roll-call vote as follows:

AYE:

NAY:

ABSTAIN:

ABSENT:

# Consent Agenda

<b>Agenda Item #</b>	6I
<b>Meeting Date</b>	July 27, 2015
<b>Prepared By</b>	Rick Bowers Police Captain
<b>Approved By</b>	Suzanne R. Ludlow City Manager

<b>Discussion Item</b>	Single Reading Ordinance Authorizing the Purchase of One Special Investigation Vehicle from Hertrich Fleet Services
<b>Background</b>	<p>In accordance with the City's practice to replace vehicles pursuant to its vehicle replacement policy, the Police Department proposes the replacement of a vehicle utilized for special investigations.</p> <p>Funding for the purchase is included in the FY 2016 budget. The vehicle would be purchased from Hertrich Fleet Services at a State of Maryland contract price.</p>
<b>Policy</b>	<p>The cost is in excess of \$10,000. Therefore, Council approval of the purchase is required.</p> <p>This is a cooperative purchase in accordance with the provisions of the City Code. Consequently, competitive bidding is not required.</p> <p>Funding for the purchase of this replacement is included in the FY 2016 budget. Therefore, a single reading ordinance is appropriate.</p>
<b>Fiscal Impact</b>	\$33,397
<b>Attachments</b>	Single Reading Ordinance Authorizing the Purchase of One Special Investigation Vehicle from Hertrich Fleet Services
<b>Recommendation</b>	Approve single reading ordinance.
<b>Special Consideration</b>	

Introduced by:

Single Reading Ordinance

**CITY OF TAKOMA PARK, MARYLAND  
ORDINANCE NO. 2015-**

**AUTHORIZATION TO PURCHASE ONE REPLACEMENT POLICE VEHICLE**

WHEREAS, one special investigation vehicle is scheduled for replacement in accordance with the City's vehicle replacement policy; and

WHEREAS, the FY 2016 budget has funds for the purchase; and

WHEREAS, the Police Department proposes to acquire one Toyota vehicle at the cost of \$33,397.00, to replace the existing vehicle; and

WHEREAS, the quoted price is based on State of Maryland pricing with Hertrich Fleet Services.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND THAT:

SECTION 1. The City Manager or his designee is authorized to enter into an agreement with Hertrich Fleet Services for the purchase of one Toyota Vehicle.

SECTION 2. This Ordinance shall become effective immediately.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015 by roll-call vote as follows:

AYE:

NAY:

ABSTAIN:

ABSENT:

# Consent Agenda

<b>Agenda Item #</b>	6J
<b>Meeting Date</b>	July 28, 2014
<b>Prepared By</b>	Jessie Carpenter City Clerk
<b>Approved By</b>	Suzanne R. Ludlow City Manager

<b>Discussion Item</b>	Resolution Providing for Appointments to the Committee on the Environment
<b>Background</b>	<p>The Committee on the Environment was reestablished Ordinance 2012-37 with the following purpose:</p> <p>A. To advise the City Council on all environmental issues, including, but not limited to, stormwater management, greenhouse gas reduction, air quality, tree protection, open space conservation, biodiversity, watershed functioning and restoration, energy use, transportation, energy conservation, and recycling;</p> <p>B. To serve in partnership with the City Council and Takoma Park City staff to work together to achieve sustainability and other environmental certifications that may help the City meet and be recognized for its environmental goals.</p> <p>Eleven to 15 members are to be appointed to staggered two-year terms. Terms begin on July 1 and expire on June 30. Currently, there are four vacancies on the Committee and six continuing members whose terms expired on June 30, 2015. Members are: Shannon Baker-Branstetter (Ward 2); Denis Borum (Ward 6); Paul Chrostowski (Ward 1); Cindy Dyballa (Ward 2); Sat Jiwan Ikle-Khalsa (Ward 2); Lauren Marshall (Ward 1); Sarah Mazur (Ward 1); Allyson Piazza (Ward 2); Lindsey Robinett Shaw (Ward 6); Kirby Rootes-Murdy (Ward 4); Thomas Simchak (Ward 3).</p> <p>Terms of Shannon Baker-Branstetter, Cindy Dyballa, Sat Jiwan Ikle-Khalsa, Lauren Marshall, Lindsey Robinett Shaw, and Thomas Simchak expired on June 30, 2015. The Council has reviewed their applications for reappointment and desires to reappoint them for an additional two-year term.</p> <p>The Council has received an applicant for appointment to the Committee from Riaz Mohammed of Ward 6. After reviewing the application, the Council desires to appoint him to fill one of the vacancies.</p>
<b>Policy</b>	The City Council appoints/reappoints members to the Committee on the Environment.
<b>Fiscal Impact</b>	N/A
<b>Attachments</b>	Resolution
<b>Recommendation</b>	Adopt the resolution.
<b>Special Consideration</b>	

Introduced by:

**CITY OF TAKOMA PARK, MARYLAND**

**RESOLUTION 2015-  
PROVIDING FOR APPOINTMENTS  
TO THE COMMITTEE ON THE ENVIRONMENT**

WHEREAS, by Ordinance 2012-37, the City Council redefined and reestablished the Committee on the Environment to serve as an important partner and advisor in matters related to environmental sustainability, protection, and restoration; and

WHEREAS, the Committee is to be composed of 11-15 members appointed to staggered two-year terms; and

WHEREAS, there are currently four vacancies on the Committee and six continuing members whose term expired on June 30, 2015; and

WHEREAS, Riaz Mohammed, resident of Ward 6, has applied for appointment to the Committee; and

WHEREAS, Shannon Baker-Branstetter, Cindy Dyballa, Sat Jiwan Ikle-Khalsa, Lauren Marshall, Lindsey Robinett Shaw, and Thomas Simchak have applied for reappointment; and

WHEREAS, the City Council has evaluated the applications and desires to provide for appointments as follows.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND THAT the following individuals are hereby appointed to serve on the Committee on the Environment for a term that will expire on June 30, 2017:

Shannon Baker-Branstetter	Ward 2	Reappointment
Cindy Dyballa	Ward 2	Reappointment
Sat Jiwan Ikle-Khalsa	Ward 2	Reappointment
Lauren Marshall	Ward 1	Reappointment
Riaz Mohammed	Ward 6	Initial Appointment
Lindsey Robinett Shaw	Ward 6	Reappointment
Thomas Simchak	Ward 3	Reappointment

BE IT FURTHER RESOLVED THAT these appointment shall become effective immediately.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015.

Attest:

\_\_\_\_\_  
Jessie Carpenter, CMC  
City Clerk

# Consent Agenda

<b>Agenda Item #</b>	6K
<b>Meeting Date</b>	July 27, 2015
<b>Prepared By</b>	Jessie Carpenter City Clerk
<b>Approved By</b>	Suzanne R. Ludlow City Manager

<b>Discussion Item</b>	Resolution Providing for an Appointment to the Tree Commission												
<b>Background</b>	<p>The Tree Commission is a statutory commission established to preserve, protect, and promote the urban forest of Takoma Park. The Commission is responsible for hearing and ruling on appeals of tree permit decisions pursuant to the Takoma Park Code.</p> <p>The Commission is defined as having five members appointed to staggered three-year terms. Terms begin on October 1 and end on September 30.</p> <p>Current members of the Tree Commission are as follows:</p> <table border="0"> <tr> <td>Colleen Cordes</td> <td>Ward 1</td> <td>Term Expires 9/30/2017</td> </tr> <tr> <td>Carol Hotton</td> <td>Ward 3</td> <td>Term Expires 9/30/2015</td> </tr> <tr> <td>Gresham Lowe</td> <td>Ward 3</td> <td>Term Expires 9/30/2017</td> </tr> <tr> <td>Denny May</td> <td>Ward 1</td> <td>Term Expires 9/30/2018</td> </tr> </table> <p>There is one vacancy.</p> <p>Notice of the vacancy and opportunity to apply was published in the Takoma Park Newsletter.</p> <p>Jerry Burgess (Ward 2) has applied to serve on the Commission. If appointed, he would fill a term that expires in 2016.</p> <p>Applications were provided to the City Council for review.</p>	Colleen Cordes	Ward 1	Term Expires 9/30/2017	Carol Hotton	Ward 3	Term Expires 9/30/2015	Gresham Lowe	Ward 3	Term Expires 9/30/2017	Denny May	Ward 1	Term Expires 9/30/2018
Colleen Cordes	Ward 1	Term Expires 9/30/2017											
Carol Hotton	Ward 3	Term Expires 9/30/2015											
Gresham Lowe	Ward 3	Term Expires 9/30/2017											
Denny May	Ward 1	Term Expires 9/30/2018											
<b>Policy</b>	The City Council appoints members to the Tree Commission.												
<b>Fiscal Impact</b>	N/A												
<b>Attachments</b>	Resolution												
<b>Recommendation</b>	Adopt the resolution.												
<b>Special Consideration</b>													

Introduced by:

**CITY OF TAKOMA PARK, MARYLAND**

**RESOLUTION 2015-  
PROVIDING FOR AN APPOINTMENT TO THE TREE COMMISSION**

WHEREAS, the Tree Commission was established to preserve, protect, and promote the urban forest of Takoma Park; and

WHEREAS, the Commission is responsible for hearing and ruling on appeals of tree permit decisions; and

WHEREAS, the Tree Commission is composed of five members appointed by the Council to staggered three-year terms; and

WHEREAS, at present, there is one vacancy on the Tree Commission; and

WHEREAS, the City Council has reviewed an application received from Jerry Burgess and desires to appoint him to the Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND THAT the following individual is hereby appointed to the Tree Commission effective immediately.

<u>Name</u>	<u>Ward</u>	<u>Term Expiration</u>
Jerry Burgess	2	September 30, 2016

Adopted this \_\_ day of \_\_\_\_\_, 2015.

Attest:

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Jessie Carpenter, CMC  
City Clerk

# Work Session

<b>Agenda Item #</b>	7
<b>Meeting Date</b>	July 27, 2015
<b>Prepared By</b>	Suzanne R. Ludlow City Manager

<b>Discussion Item</b>	City Manager's Quarterly Report
<b>Background</b>	<p>The City Manager has historically provided the City Council with periodic financial and other reports during the fiscal year.</p> <p>The City Manager will distribute her report on Monday.</p>
<b>Policy</b>	<p>The City Council is the policymaking making body for the City of Takoma Park and establishes work priorities for the staff. The City Manager provides the City Council with updates on the City's financial condition and staff activities to assist the City Council in the performance of its duties.</p>
<b>Fiscal Impact</b>	N/A
<b>Attachments</b>	To be distributed.
<b>Recommendation</b>	For discussion only.
<b>Special Consideration</b>	



# Work Session

<b>Agenda Item #</b>	8
<b>Meeting Date</b>	July 27, 2015
<b>Prepared By</b>	Suzanne R. Ludlow City Manager

<b>Discussion Item</b>	<b>Discussion of Police/Community Relations Consultant Request for Proposals</b>
<b>Background</b>	<p>Increased scrutiny of police procedures and police/community relations has been occurring over the past year as incidents of deaths involving police officers have received wide-spread attention across the country. In Takoma Park, the overall perception of the police department and the actions of police officers is positive, as evidenced in the results of the 2014 Residents Survey. However, there have been some statements made that some young men of color have been stopped without adequate justification and there have been some statements made that some officers and dispatch staff are brusque or in need of more training. There have also been a number of Police Department efforts at community outreach that have been well-received in the community and there is interest in continuing these activities.</p> <p>In an effort to document what we do right and how we can improve, Council included funds to retain a consultant on police/community relations. A request for proposals will be issued this summer. Draft criteria for a consultant firm and a list of desired outcomes/deliverables are included here for consideration by Council.</p>
<b>Policy</b>	<p>“The Council shall have the power to pass all such ordinances...as it may deem necessary for the good government of the City; for the protection and preservation of the City’s property, rights, and privileges; for the preservation of peace and good order; for securing persons and property from violence, danger, or destruction; and for the protection and promotion of the health, safety, comfort, convenience, welfare, and happiness of the residents of and visitors in the City.” <i>General Powers of the Council, City Charter</i></p>
<b>Fiscal Impact</b>	\$10,000 is included in the FY 2016 budget for this effort.
<b>Attachments</b>	Draft criteria and desired outcomes/deliverables for inclusion in a request for proposals document
<b>Recommendation</b>	Provide direction to staff
<b>Special Consideration</b>	

## DRAFT - RFP Takoma Park Police Agency Assessment- Consultant Requirements

- Must have prior experience and back ground in law enforcement procedures and practices, community oriented policing as well as implementation of the procedures and programs.
- Familiarity with procedural justice in law enforcement agencies and its implementation.
- Familiarity with management of smaller to medium sized, full service police agencies.
- Familiarity with the disciplinary process, union contracts and legal constraints within both operational and professional compliance procedures.
- Understanding of the budget and staffing limitations of small to medium sized police departments.
- Familiarity with predictive and intelligence led policing in small to medium sized, full service police departments.
- Familiarity with modern police training methods, constraints, use of force and reporting of force incidents.
- Familiarity with police use of social media, transparency and public relations in small and medium sized, full service police departments.
- Familiarity with CALEA type standards and procedures.
- Experience with conducting standard surveys for both internal and external customers in small and medium sized, urban communities, including agency members, community members and business entities.
- Familiarity with programs to address at risk individuals in the community including:
  - youth
  - mentally ill
  - aged
- Experience in conducting one on one interviews with crime victims, residents and officers regarding policing in the community.
- Experience facilitating small group discussions with internal and external customers.
- Familiarity with procedures for periodic reporting of complaints.
- Familiarity with the development of performance metrics as related to employee evaluations and using non-traditional metrics to rate performance.
- Familiarity in the evaluation and development of hiring and recruitment of police officers.
- Familiarity with entry level and field training programs for new police officers.
- Familiarity with diversion programs, non-criminal referral programs and other methods to reduce criminal recidivism.
- Experience with engaging community organizations in partnership with small to medium police agencies.

Must have done similar studies/reports for similar communities

## Outcome Desired

The City wishes the work of the consultant to result in an agreed-upon, implementable approach to building, strengthening and maintaining a strong positive relationship between the Takoma Park Police Department and the various communities of Takoma Park. Across the country, it has traditionally been more difficult to build close community/police relationships within certain sectors, such as people of color between the ages of 14 and 25, people for whom English is not a first language, and people who are first generation immigrants.

## Base Goals

- Have the community believe that the community's well-being is the heart of all law enforcement activities and that all members of the community are treated fairly.
- Have trust between and among citizens and the police officers so that all components of a community are treating one another fairly and justly and are invested in maintaining public safety in an atmosphere of mutual respect.

## Ultimate Goals

- Have Takoma Park be an exceptional place to live, work, learn and play.
- Have all Takoma Park young people thrive, feel they are valued members of the community, and go on to build healthful and successful lives.
- Have all residents feel part of a safe community.

## To Get There:

Assemble and assess appropriate community demographic statistics

Assemble and assess appropriate experience and demographic statistics regarding Takoma Park police officers

Assemble and assess appropriate Takoma Park Police Department data on arrests, stops, photographing, complaints, etc.

Assemble and assess community policing and community-building methods used by the Takoma Park Police Department

Assemble and assess Takoma Park Police Department policies, procedures and training programs, as well as the values and ethics of the department

Interview and/or survey people (from the community and police department) individually and in groups to identify what is working, complaints, areas of discomfort, recommendations for improving the police/community relationship

Prepare a report that summarizes the information learned and identifies best practices appropriate for the Takoma Park community, the Takoma Park Police Department, and for the City government overall to help reach the goal: An agreed-upon, implementable approach to building, strengthening and maintaining a strong positive relationship between the Takoma Park Police Department and the various communities of Takoma Park.

# Work Session

<b>Agenda Item #</b>	9
<b>Meeting Date</b>	July 27, 2015
<b>Prepared By</b>	Jessie Carpenter City Clerk
<b>Approved By</b>	Suzanne R. Ludlow City Manager

<b>Discussion Item</b>	Types of Noise Complaints and the Role of the Noise Control Board
<b>Background</b>	<p>Chapter 14.12 of the City Code was adopted in 2002 in an effort to control noise sources to protect public health and allow the peaceful enjoyment of property. The Noise Ordinance established a Noise Control Board to assist and advise the City on noise control issues, including administration and enforcement of Chapter 14.12 and to adjudicate noise disturbance complaints.</p> <p>The Police Department is the lead noise enforcement agency in the City since the Noise Control Board became inactive. The Department receives a variety of noise complaints from the community.</p> <p>This work session has been scheduled at the request of Councilmember Schultz to begin discussion of options relating to the Noise Ordinance. He has drafted some ideas for improving the ordinance. Police Chief Goldberg’s comments are shown on the draft document. Assistant City Attorney Perlman has made some comments as well. They are also attached for Council’s information.</p> <p>For this meeting, staff recommends that Council focus on describing the problems that occur in the various wards which could be addressed by the ordinance and by the Noise Control Board. At a subsequent meeting to be scheduled in the fall, the City Attorney and staff will return with recommendations for amending the City’s Noise Ordinance and reactivating the Noise Control Board or with other alternatives.</p>
<b>Policy</b>	The Council seeks to protect public health and allow the peaceful enjoyment of property.
<b>Fiscal Impact</b>	To be determined.
<b>Attachments</b>	<ul style="list-style-type: none"> <li>• Councilmember Schultz’ document on issues related to the Takoma Park Noise Ordinance</li> <li>• Email thread with comments from the City Attorney and Police Chief</li> <li>• Takoma Park Code Chapter 14.12 Noise Control Ordinance</li> </ul>
<b>Recommendation</b>	Describe noise issues in the community.
<b>Special Consideration</b>	

**Issues related to the Takoma Park Noise Ordinance, Chapter 14.12**

1. The current standards for daytime and nighttime noise limits are so low that, according to the police, it makes it difficult to justify issuing a citation. The nighttime noise limit is 55 decibels, which is equivalent to the sound of a quiet office and normal conversation.

Thus, almost any sound at night will exceed the noise limit, including in some sections of the city ambient sound itself. Ambient sound can include normal traffic, buses, Metro trains, and weather-related noise created by wind and rain. It is usually self-evident to an enforcement officer that a noise disturbance that draws the attention of residents greatly exceeds the maximum allowable noise levels, especially at night.

Therefore, to make the nighttime noise limit practicable, and hence more likely to be actually enforced, I **recommend** a higher sound limit of 60 decibels at nighttime.

I am undecided about raising the daytime limit from the current 65-decibel level. It should be noted, however, that the ordinance states: "In the event the measured ambient noise exceeds the maximum noise level (dBa) set forth in subsection (A)(1) of this section, the noise level standard . . . shall be adjusted so as to equal the ambient noise level plus 3 dBa."

(For those not acquainted, a change in noise level of 1 dBa is "imperceptible" and 3 dBa is "barely perceptible," according to a local noise expert, Phoenix Noise & Vibration, LLC)

2. Section 14.12.040 states: "If no City regulations have been adopted specifying the procedures and methodology of noise levels, then the provisions of Montgomery County Regulation Number 29-86 . . . are adopted by reference."

There seem to be no such City regulations and I am unable on my own to find said County regulations.

I **recommend** that the reference source be made more readily accessible.

3. The ordinance fails to state what method an enforcement officer must use to ascertain sound level. It does not state that he or she cannot use his or her judgment. By default, it appears that an officer can exercise his or her own judgment. The ordinance is vague about this.

Furthermore, Section 14.12.130 Enforcement and penalties, ¶ D states: "An enforcement officer may issue a municipal infraction citation for a violation of this noise control ordinance if the enforcement officer: 1. Witnesses the violation; and/or 2. Determines that the noise level being generated exceeds the maximum allowable noise level set forth in Section 14.12.050 of this noise control ordinance."

This text clearly gives the officer the choice of exercising his or her judgment as opposed to having to use a calibrated sound meter.

**Comment [AG1]:** I would like to see us mirror the county db levels.

**Comment [AG2]:** The county Dept. of Environmental Protection is primary during daylight hours for noise complaints. The county police handles the afterhours complaints. Animal Services Division handles the chronic barking dog complaints.

In the county the wording is such that the officer may enforce a violation defined as creating a noise disturbance across residential boundaries and is pretty much the officers' discretion. The county police do not have any sound meters. Only DEP.

Furthermore, ¶ E. Noise Disturbance Complaints does not require City residents to employ the use of a sound meter device in order to file a complaint; only that the residents file a properly signed written complaint.

I therefore **recommend** inserting clear language that an enforcement officer may exercise judgment in determining that a violation of the noise ordinance has occurred when the officer witnesses the noise, does not have ready access to a sound meter and where the noise level is egregiously loud.

4. The ordinance at 14.12.070 states: “Noise levels shall be measured with a sound meter meeting the standards of ANSI . . .” at the “nearest receiving property line, at any point along the curb in front of the property line upon which the noise is being generated, or at any other location on the receiving property or receiving noise area, unless this noise control ordinance specifies a different measurement location.”

The quoted text is similar to the County’s text.

This language is vague and confusing. There is no distinction between “the receiving property” and “receiving noise area” because this Chapter defines them the same. For the benefit of the enforcement officer and for residents, the above text needs to be simplified.

I therefore **recommend** substituting: “B. Noise levels shall be measured at any location on the receiving property, unless this ordinance specifies a different measurement location or a specific distance.”

5. Section 14.12.090 Animals

This subsection refers to “a dog, bird or other animal . . . persistently, habitually, or continuously” making “loud noise”.

It does not however indicate a noise level.

A small dog yapping all day may or may not violate the noise limit, but still can be an awful and upsetting nuisance. The police are the only enforcement entity in the City who can act. The County Animal Control agency does not deal with these matters.

Therefore, I **recommend** adding the following to the end of the only sentence in this section: “. . . regardless of the decibel level.”

**Comment [AG3]:** Actually, under the county animal control does handle barking dog complaints although we get the call first.

6. 14.12.100 Burglar and vehicle alarms

Our ordinance states: “A. Audible burglar alarms for structures or motor vehicles are prohibited unless the operation of such alarm can be terminated within 30 minutes of being activated.

30 minutes can seem like an eternity, especially at night.

I **recommend** that 30 minutes be changed to 15 minutes in this subsection.

**Comment [AG4]:** No real opinion. Most reset fairly quickly. The only way to enforce this however is to know who owns the car and if they are local. More often than not, the vehicle is not listed to the address where it is parked.

7. **Recommend** a new Section 14.12. 101 “Engine Brakes”

A. Under Maryland Law Title 22-611 a person may not operate within the State a commercial motor vehicle equipped with an engine brake unless the engine brake is connected to a properly functioning exhaust muffler system in constant operation. Disabling of an exhaust muffler system is prohibited.

B. Operating a commercial motor vehicle in the City in violation of the Maryland law shall be subject to a Class C Violation.

Maryland Code’s definition of “Engine Brake” as “means an add-on compression brake for diesel engines.”

This text should go into the definitions section at 14.12.030.

I note that engine braking that is not muffled can be a terribly staccato noise along New Hampshire Ave, in the range of 96 to 101 decibels at 50 feet distance.

**Comment [AG5]:** I live in an unincorporated area on a state road. I hear them everyday, despite living in a residential section. The problem of enforcement is we actually need truck inspector trained officers to enforce it. I plan on having several officers trained but just FYI.

8. **Recommend** a new Section 14.12.102. Alcoholic beverage consumption

A. Any event or activity that is held in the City in or on the grounds of a non-residential property, including property where a residence is a temporary or incidental land use, where noise levels exceed the maximum allowable noise levels permitted by this ordinance, and during which event or activity alcoholic beverages are consumed, shall be subject to immediate shut down of the event. An enforcement officer who witnesses the event or activity may issue an order to cease the violation, to cease all activity and to order all persons to leave the premises.

B. A person or persons who conduct, organize, sponsor or allow such a violation to occur shall be charged with a Class A municipal infraction.

C. Any activity or events otherwise sanctioned by the City or otherwise granted a waiver or permit by the City in accordance with this ordinance shall be exempt from this Section.

**Comment [AG6]:** Looks good. I like the idea that after issuing the citation if the event continues we can charge via arrest if the code allows it.

9. **Recommend** a new Section 14.12.103 Amplified megaphones and sound systems

A. Except when previously authorized by permit or waiver, it shall be against the law for a person to use an amplified megaphone or sound system for commercial advertising or to attract attention.

B. This provision does not apply to law enforcement activity and any sounds associated with emergency vehicles or to emergency personnel.

10. The Noise Control Board should be reactivated by city council’s appointment of new members in accordance with this noise control ordinance. This will give complainants an important secondary source of relief from noise troublemakers who refuse to cooperate with their neighbors and who understand that the police are not likely to act against them with issuance of a citation. Circumstances exist where violators turn down the sound only for as long as when the police are present. Conversely, the Board may also serve to enable persons to defend themselves if they feel unfairly singled out.

**Comment [AG7]:** Actually, I like the idea that the board would be primary for long term and repeat infractions, especially between neighbors.

11. The terms “stopwork order” (Section 14.12.130) and “reliable witnesses” (14.12.130.G) are not defined.

12 “Leafblower” is incorrectly defined in this ordinance as an engine-powered device. Only internal combustion powered leafblowers have engines. Also, this is contradictory to the definition of a “Power lawn tool”. Do we want to subject all mechanical power tools in this ordinance including electric lawn mowers? Or just those powered by gasoline or diesel fuel?

According to Consumer Reports, [I will provide an attachment], which ranks leafblowers by sound level at 50-foot distance, almost all electric leafblowers operate at or below the industry standard of 70 decibels at 50-foot distance. Some gasoline-powered leafblowers also do so today because of mufflers.

According to Eric Hardy, Ace Hardware’s store manager, the leafblowers that Ace sells do not display noise levels generated by the leafblower. He said the store can find out this information if a customer were to inquire.

**Comment [AG8]:** I would suggest that none of the electric tools create the noise level of gasoline engines. I would focus on the gas powered engines.

#



**From:** Linda Perlman <perlman@sp-law.com>  
**To:** Jessie Carpenter <jessiec@takomaparkmd.gov>  
**Date:** Friday, July 24, 2015  
**Subject:** Proposed changes to the Noise Ordinance, chapter 14.12

Proposal 9 - new section prohibiting the use of an "amplified megaphone or sound system for commercial advertising or to attract attention." I would caution against distinguishing between commercial speech (advertising) and non-commercial speech in a noise ordinance.

-----Original Message-----

From: Alan Goldberg [mailto:AlanG@takomaparkmd.gov]  
Sent: Friday, June 26, 2015 3:22 PM  
To: Linda Perlman; Frederick Schultz; Bruce Williams; Suzanne Ludlow  
Cc: Kenneth Sigman; silber@sp-law.com Silber  
Subject: Re: FW: Proposed changes to the Noise Ordinance, chapter 14.12

I believe you are correct regarding the engine brakes. The Maryland TR 22-601 sets the regulations for vehicle noise emissions. Tr 22-611 regulates the operation of commercial vehicles with engine brakes. The only stipulation is that they must have it connected to an operational exhaust system that is not disabled or bi-passed. If the equipment does not comply we can charge under the state law. On state highways, we probably cannot regulate noise levels of vehicles other than the Transportation Regs. I doubt that it is an issue on city streets.

As far as shutting down parties, unless it is an underage party or actual alcohol violations like sales, etc. there is no specific authority to shut down an event. We can cite or arrest based on the individual circumstances. Many of the hosted events at the Zion Church hall involve alcohol. We can only enforce alcohol violations for age, sales, etc. We can only enforce open container or drinking in public on public property.

Chief Alan M. Goldberg  
Takoma Park Police Department  
7500 Maple Ave  
Takoma Park, MD 20912  
Office: 301 891-7104  
[AlanG@takomaparkmd.gov](mailto:AlanG@takomaparkmd.gov)

>>> Linda Perlman <perlman@sp-law.com> 6/26/2015 2:51 PM >>>

Dear Fred:

Suzanne Ludlow sent your proposals for amendments to the noise ordinance to Susan Silber who asked me to look at them.

I have not had time to do any research, but I have concerns about two of your proposals:

1. Engine Brakes. It is not within the City's authority to regulate the equipment on a commercial vehicle being operated on a highway in the City. I don't believe that framing the failure to have an engine brake connected to a properly functioning exhaust muffler system as a noise violation gives the City authority to issue a municipal infraction citation for a violation of the state motor vehicle law.

2. Alcoholic Beverage Consumption. Alcoholic beverage regulation is the exclusive purview of the state. There are already state laws against public consumption of alcoholic beverages (open container, etc.) and in parks and other public property, etc. and by persons under age 21. Again, I don't think that tying alcoholic beverage consumption to a noise violation allows the City to charge the violator with a Class A municipal infraction offense for drinking or possessing alcohol--and making too much noise while doing so.

I'd like the POLICE CHIEF'S opinion, but I think there already are sufficient laws to shut down parties or events where alcohol is being illegal consumed or possessed--without attempting to tie an alcoholic beverage violation to a noise violation.

Is this matter scheduled for Council discussion and, if so, when?

Linda S. Perlman  
Silber, Perlman, Sigman & Tilev, P.A.  
7000 Carroll Avenue, Suite 200  
Takoma Park, MD 20912-4437

-----Original Message-----

From: Frederick [mailto:fshultz@starpower.net]

Sent: Friday, June 12, 2015 6:32 PM

To: Suzanne Ludlow; Bruce Williams

Cc: Alan Goldberg; Sara Daines

Subject: Proposed changes to the Noise Ordinance, chapter 14.12

Suzie and Bruce:

Here are proposals for amendments to the noise ordinance.

I have chosen to make recommendations in a narrative format rather than waste time fussing over precise legal edits to the current ordinance. This way we can identify issues, problems and better ideas. Forward to Sue Silber as you wish, but I assume you would want to consider this first before doing so.

I have sent this to my constituent Tess Ferrara. Tess is a practicing attorney, a former member of the Noise Control Board, and long-time sufferer of the Lutheran Church's abuse. Her house backs onto the church. She's also smart and sensible and motivated. Tess participated last October in a frank discussion that the Chief, Kenner, and I with the pastor.

Fred

## **Chapter 14.12**

### **NOISE CONTROL**

Sections:

- 14.12.010 Declaration of policy.
- 14.12.020 Exemption from County Noise Control Ordinance.
- 14.12.030 Definitions.
- 14.12.040 Regulations.
- 14.12.050 Noise level and noise disturbance violations.
- 14.12.060 Noise level and noise disturbance standards for construction.
- 14.12.070 Measurement of sound.
- 14.12.080 Leafblowers and other power lawn tools.
- 14.12.090 Animals.
- 14.12.100 Burglar and vehicle alarms.
- 14.12.110 Exemptions.
- 14.12.120 Waivers.
- 14.12.130 Enforcement and penalties.
- 14.12.140 Noise Control Board.

**14.12.010 Declaration of policy.**

The Council of the City finds that excessive noise harms public health and welfare and impairs enjoyment of property. The intent of this noise control ordinance is to control noise sources to protect public health and to allow the peaceful enjoyment of property. This noise control ordinance shall be liberally construed to carry out this intent. (Ord. 2002-35 § 1(1), 2002/Ord. 2000-22 § 1(1), 2000)

**14.12.020 Exemption from County Noise Control Ordinance.**

Pursuant to the authority conferred by Article 23A, Section 2B of the Annotated Code of Maryland and by Section 1-203 of the Montgomery County Code, the City exempts itself from the provisions of Chapter 31B, Noise Control, of the Montgomery County Code, except as expressly set forth in this chapter. (Ord. 2002-35 § 1(2), 2002/Ord. 2000-22 § 1(2), 2000)

**14.12.030 Definitions.**

“Ambient noise” means the total noise associated with a given environment, being usually a composite of normal or existing sounds from all sources near and far, excluding the noise source at issue.

“Board” means the City of Takoma Park Noise Control Board.

“City Manager” means the City Manager of the City of Takoma Park and includes the City Manager’s designee.

“City Clerk” means the City Clerk of the City of Takoma Park and includes the City Clerk’s designee.

“Construction” means temporary activities directly associated with site preparation, assembly, erection, repair, alteration, or demolition of structures or roadways.

“dBA” means decibels of sound, as determined by the A-weighting network of a sound level meter or by calculation from octave band or 1/3 octave band data.

“Daytime” means the hours from 7:00 a.m. to 8:00 p.m. on weekdays and 9:00 a.m. to 10:00 p.m. on weekends and holidays.

“Decibel” means a unit of measure equal to 10 times the logarithm to the base 10 of the ratio of a particular sound pressure squared to the standard reference pressure squared. For this noise control ordinance, the standard reference pressure is 20 micropascals.

“Enforcement officer” means a City police officer or City code enforcement officer.

“Intermittent noise” means a noise which goes on and off but which is steady while it is on.

“Leafblower” means any portable, hand held or backpack, engine-powered device with a nozzle that creates a directable airstream which is capable of and intended for moving leaves and light materials.

“Nighttime” means the hours from 8:00 p.m. to 7:00 a.m. on weekdays and 10:00 p.m. to 9:00 a.m. on weekends and holidays.

“Noise” means sound created or controlled by human activity, from one or more sources, or sound from an animal source, heard by an individual.

“Noise disturbance” means any steady-state or impulsive noise occurring on either a continuous or intermittent basis that is:

1. Unpleasant, annoying, offensive, loud, or obnoxious;
2. Unusual for the time of day or location where it is produced or heard; or
3. Detrimental to the health, comfort, or safety of any individual or to the reasonable enjoyment of property or the lawful conduct of business because of the loudness, duration, or character of the noise.

“Noise suppression plan” means a written plan to use the most effective noise-suppression equipment, materials, and methods appropriate and reasonable available for a particular type of construction.

“Person” means an individual, group of individuals, corporation, limited liability company, partnership, or voluntary association; or a department or agency of the City, County, or any other government to the extent allowed by law.

“Power lawn tool” means any mechanically powered lawn or garden tool, lawn mower, or powered snow removal equipment, or other similar device commonly used outdoors.

“Property line” means the real or imaginary line along the ground surface and its vertical extension which separates real property owned or controlled by one person from contiguous real property owned or controlled by another person or from any public right-of-way or from any public space.

“Receiving property” or “receiving noise area” means any real property where people live or work and where noise is heard.

“Sound” means an auditory sensation evoked by the oscillation of air pressure.

“Source” means any person, installation, device, or animal causing or contributing to noise. (Ord. 2002-35 § 1(3), 2002/Ord. 2000-22 § 1(3), 2000)

#### **14.12.040 Regulations.**

A. In accordance with Chapter 2.12, the City Manager may establish noise control regulations and standards as necessary to accomplish the purposes and intent of this noise control ordinance and also may set fees by regulation to offset the costs of any City reviews or other actions required or authorized by this chapter.

B. If no City regulations have been adopted specifying the procedures and methodology for measurement of noise levels, then the provisions of Montgomery County Regulation Number 29-86, Procedures Governing the Measurement of Noise Levels in Montgomery County, Maryland, or any amended or successor County regulations setting procedures for the measurement of noise levels, are adopted by reference. (Ord. 2002-35 § 1(4), 2002/Ord. 2000-22 § 1(4), 2000)

#### **14.12.050 Noise level and noise disturbance violations.**

A. Maximum Allowable Noise Levels.

1. Except as otherwise expressly provided in this noise control ordinance or applicable regulations, a person must not cause or permit noise levels that exceed the following levels:

**Maximum allowable noise level (dBA) for  
receiving noise area (outdoor noise level  
measurements):**

Daytime:	65 dBA
Nighttime:	55 dBA

2. In the event the measured ambient noise level exceeds the maximum allowable noise level (dBA) set forth in subsection (A)(1) of this section, the noise level standard (the standard against which violations are measured) shall be adjusted so as to equal the ambient noise level plus 3 dBA.

B. Noise Disturbance. A person must not cause or permit a noise that creates a noise disturbance. (Ord. 2002-35 § 1(5), 2002/Ord. 2000-22 § 1(5), 2000)

**14.12.060 Noise level and noise disturbance standards for construction.**

A. The provisions of Section 31B-6, Noise level and noise disturbance standards for construction, of Chapter 31B of the Montgomery County Code, as amended from time-to-time, and any applicable regulations, are adopted by reference. The Montgomery County Department of Environmental Protection is given concurrent authority, along with City enforcement officers, to enforce the noise levels for construction and to evaluate and approve noise-suppression plans for construction activity in the City.

B. The prohibition on noise disturbance in Section 14.12.050 applies to construction activities. (Ord. 2002-35 § 1(6), 2002/Ord. 2000-22 § 1(6), 2000)

**14.12.070 Measurement of sound.**

A. Noise levels shall be measured with a sound level meter meeting the standards of the American National Standards Institute (ANSI) S.1.4—"Specifications for Sound Level Meters" or its successor. This instrument shall be set to the appropriate weight response scales and the meter to the slow response.

B. Noise levels shall be measured at the nearest receiving property line, at any point along the curb in front of the property line upon which the noise is being generated, or at any other location on the receiving property or receiving noise area, unless this noise control ordinance specifies a different measurement location. (Ord. 2002-35 § 1(7), 2002/Ord. 2000-22 § 1(7), 2000)

**14.12.080 Leafblowers and other power lawn tools.**

A. Except as provided in this section, a person must not sell, buy, offer for sale, or use a leafblower at any time that has an average sound level exceeding 70 dBA at a distance of 50'. This requirement is in addition to any other noise level or noise disturbance standard that applies under this chapter.

B. The City may inspect, and upon request, a person must produce, any leafblower that is sold, offered for sale, or used in the City, in order to determine whether the leafblower complies with this section. A person who relies in good faith on a manufacturer's written representation of the sound level of a leafblower that has not been modified is not subject to a penalty for violating this section.

C. No person shall use a leafblower or other power lawn tool outdoors during the daytime for more than 2 hours of accumulated time during any 24-hour period on any individual lot or parcel of property and no leafblower or other power lawn tool shall be used outdoors during the nighttime. (Ord. 2002-35 § 1(8), 2002/Ord. 2000-22 § 1(8), 2000)

**14.12.090 Animals.**

No person shall allow a dog, bird, or other animal in his or her possession or control to persistently, habitually, or continuously bark, howl, yelp, or make other loud noise common to its species, and cause a noise disturbance to any person or to the neighborhood. (Ord. 2002-35 § 1(9), 2002/Ord. 2000-22 § 1(9), 2000)

**14.12.100 Burglar and vehicle alarms.**

A. Audible burglar alarms for structures or motor vehicles are prohibited unless the operation of such alarm can be terminated within 30 minutes of being activated.

B. Notwithstanding the requirements of subsection (A) of this section, any member of the Takoma Park Police Department shall have the right to take such steps as may be reasonable and necessary to disconnect any such alarm installed in any building, dwelling, or motor vehicle at any time during the period of its activation.

C. The Takoma Park Police Department, or any authorized designee of the City, may tow or impound any motor vehicle in which an alarm has sounded continuously for more than 30 minutes.

1. Whenever a vehicle is removed pursuant to this subsection and the officer or agent knows or is able to ascertain from the registration records in the vehicle or the records of the State Motor Vehicle Administration the name and address of the vehicle owner, such officer or agent shall promptly give or cause to be given notice in writing to such vehicle owner of the fact of the vehicle removal and the reasons therefor, and the method by which release of the vehicle can be secured.

2. No person shall remove or permit the removal of a motor vehicle which has been towed or impounded pursuant to this subsection from the custody of the City or from the place in which the vehicle is being held without first obtaining authorization from the City, a court order, or paying any citation issued for violation of this noise control ordinance and all fines, penalties, costs and other charges associated with the towing or impoundment of the vehicle. (Ord. 2002-35 § 1(10), 2002/Ord. 2000-22 § 1(10), 2000)

**14.12.110 Exemptions.**

This noise control ordinance does not apply to:

A. Emergency operations by fire and rescue services, police agencies, or public utilities and their contractors;

B. Sound created by snow removal, street sweeping, and leaf collection activities by the City;

C. Sound created by garbage, trash, solid waste, and recycling collection activities by the City provided that such activities shall not begin prior to 6:30 a.m. If the National Weather Service forecast for the day is for a high temperature of 90 degrees or higher or a heat or air quality advisory has been issued for the Washington, D.C. metropolitan area, then garbage, trash, solid waste, and recycling collection activities by the City may commence at 5:30 a.m.;

D. Sound created between 9:00 a.m. and 10:00 p.m. by sports, amusements, or entertainment events or other public gatherings operated according to the requirements of the appropriate permit or licensing authority. This includes athletic events, carnivals, festivals, parades, band and orchestra activities, and public celebrations;

E. Sound created by City-sanctioned or City-sponsored activities provided the activity is being operated in accordance with the requirements of any permit and City rules for the event. This includes, but is not limited to, the Takoma Park Farmer's Market and 4th of July events (parade, concert, and fireworks). (Ord. 2002-35 § 1(11), 2002/Ord. 2000-22 § 1(11), 2000)

**14.12.120 Waivers.**

A. Temporary Waiver.

1. The City Manager may waive any part of this noise control ordinance for a temporary event if, in the sole judgment and discretion of the City Manager, the noise the event will create or cause in excess of the noise level limits established under this noise control ordinance is offset by the benefits of the event to the participants or the public and the noise of the event will not cause undue hardship or disturbance to the surrounding area. The City Manager may impose terms and conditions appropriate to reduce the impact of the noise level exception on the grant of a temporary waiver.

2. An application for a temporary waiver shall be filed with the City Clerk, or such other office as the City Manager shall designate. The applicant shall certify that notice of such temporary waiver application has been provided to all properties contiguous to the property where the event will occur, and to all properties opposite

said property measured at right angle to the intervening street or streets, and to the president or other designated representative, as shown by the City's records, of the local neighborhood association. The application for a temporary waiver shall not be approved less than 10 days after the notice required under this subsection has been given. No person or household may receive more than one temporary waiver in any calendar year.

B. General Waiver.

1. The City Council may waive any part of this noise control ordinance if the City Council determines that compliance in a particular case is not practical and would impose undue hardship.
2. An application for a general waiver shall be filed with the City Clerk, or such other office as the City Manager shall designate. The City Clerk or the City Manager shall notify the City Council of the receipt of an application for a general waiver and the City Council shall schedule a public hearing on the application within 60 days of such notification.
3. At least 30 days before the public hearing, the applicant shall advertise the hearing by:
  - a. Publishing a notice in a newspaper of general circulation in Montgomery County, Maryland;
  - b. Posting a sign on the property which is the location of the noise source; and
  - c. Mailing or delivering notice of such general waiver application to all properties contiguous to the property which is the location of the noise source, and to all properties opposite the property measured at right angle to the intervening street or streets, and to the president or other designated representative, as shown by the City's records, of the local neighborhood association.
4. Based on the evidence presented at the public hearing, and on any City staff report or other reliable information, the City Council may grant a waiver for up to 3 years, upon such terms and conditions as the City Council deems appropriate to reduce the impact of the noise level exception.

C. Violation of Waiver. The City Manager may suspend, modify, or revoke a temporary waiver or a general waiver if the City Manager determines that a person has violated the terms or conditions of the waiver. (Ord. 2002-35 § 1(12), 2002/Ord. 2000-22 § 1(12), 2000)

**14.12.130 Enforcement and penalties.**

A. Unless a different penalty is stated, a violation of this noise control ordinance is a Class C municipal infraction.

B. If an enforcement officer finds that a person has violated this noise control ordinance, the enforcement officer may issue a notice of violation and correction order to the person. The notice shall include the following information:

1. The section of this noise control ordinance that the person violated;
2. The date, nature, and extent of the violation;
3. The action required to correct the violation;
4. If the enforcement officer requires a compliance plan, the deadline for submitting the plan; and
5. The deadline for compliance.

C. The compliance plan referred to in subsection (B)(4) of this section must establish a schedule for achieving compliance with this noise control ordinance, as specified in the correction order. A compliance plan, and any amendments to a plan, are not effective until the enforcement officer approves the plan or amendment. An action allowed under an approved compliance plan does not violate this noise control ordinance.



D. A notice of violation and correction order under subsection (B) of this section is not required before a municipal infraction citation for violation of this noise control ordinance may be issued. An enforcement officer may issue a municipal infraction citation for a violation of this noise control ordinance if the enforcement officer:

1. Witnesses the violation; and/or
2. Determines that the noise level being generated exceeds the maximum allowable noise level set forth in Section 14.12.050 of this noise control ordinance.

E. Noise Disturbance Complaints.

1. Signed, written complaints of a noise disturbance may be submitted by 2 or more City residents (see definition of “noise disturbance” in Section 14.12.030 of this noise control ordinance).
2. Noise disturbance complaints shall be filed with the City Clerk, on the City 2-party noise disturbance complaint form, within 10 days of the occurrence of the alleged noise disturbance. Any complaint which is received by the City Clerk more than 10 days after the date of the alleged noise disturbance shall be rejected. The City Clerk shall date-stamp the noise disturbance complaint on the day the complaint is received, assign the complaint a number, and forward the complaint, along with any supporting documentation, to the Noise Control Board (see Section 14.12.140 of this noise control ordinance).

F. The City may seek injunctive or other appropriate judicial relief to stop or prevent continuing violations of this noise control ordinance.

G. In addition to any other penalty or enforcement action under this noise control ordinance, an enforcement officer may issue a stopwork order or an order to cease the violation to any person who violates any provision of this noise control order. A stopwork order or an order to cease the violation also may be issued on the basis of signed, written complaints from at least 2 reliable witnesses setting forth the facts of the alleged violation.

1. Any person who receives such a stopwork order or order to cease the violation shall immediately cease the activity which constitutes the violation. The person shall comply with all terms and conditions imposed by the enforcement officer before the activity may resume.
2. Violation of a stopwork order or order to cease the violation shall be a Class A municipal infraction.

H. In the event of construction work, commercial activity, or other work for hire, the person who violates this noise control ordinance and the person responsible for the management or supervision of the construction site, area, property or activity from which the noise source originates are jointly and severally responsible for violations of this chapter and shall abide by any stopwork order or order to cease the violation. (Ord. 2002-35 § 1(13), 2002/Ord. 2000-22 § 1(13), 2000)

#### **14.12.140 Noise Control Board.**

A. Establishment and Membership.

1. A City Noise Control Board is established to assist and advise the City on noise control issues, including administration and enforcement of this noise control ordinance, and to adjudicate noise disturbance complaints.
2. The Board shall consist of 5 to 7 active members appointed by the Council. All members shall be residents of the City. Board members shall be appointed for a term of 3 years, except that 3 of the initial appointees shall serve 2-year terms. Terms shall begin on April 1st and end on March 31st.
3. The term of a Board member who is appointed to replace a member who cannot complete his or her term shall be for the remainder of the term of the Board member being replaced.
4. A Board member who resigns, who is removed, whose term expires or who ceases to reside in the City is ineligible to continue to serve on the Board except that, at the discretion of the Chairperson, he or she may continue as an inactive member of the Board to complete work on cases in which he or she participated as an

active member of the Board. This participation may include the approval and signing of Board decisions on noise disturbance complaints.

5. The Council may, by resolution, remove a Board member before the Board member's term has expired if the Council determines that the Board member has become incapacitated or has failed to reasonably perform his or her duties as a Board member.

6. The Board shall elect one member as Chairperson and another member as Vice Chairperson to serve at the pleasure of the Board. The Board shall meet at the call of the Chairperson as required to perform its duties, but not less often than semi-annually. A majority of the active members of the Board constitute a quorum for transacting business. The Board may act by a majority vote of those present.

7. The Board may adopt rules of procedure which further regulate its operations and the conduct of hearings.

B. Hearings on Noise Disturbance Complaints.

1. When a noise disturbance complaint under Section 14.12.130(E) is received, the Board shall schedule a hearing on the complaint and give reasonable advance notice of the date, time, and place of the hearing before the Board to the persons who filed the noise disturbance complaint ("the complainant") and the alleged violator. The alleged violator also shall be served with a copy of the noise disturbance complaint.

2. The hearing notice and noise disturbance complaint shall be deemed to be properly served on the alleged violator if the notice and complaint is:

- a. Delivered to the alleged violator personally;
- b. Sent by certified mail and the return receipt is returned indicating that the certified mail was received by the alleged violator;
- c. Left at the alleged violator's residence or place of business with a person of suitable age and discretion; or
- d. Mailed by first-class mail to the last-known address of the alleged violator and posted in a conspicuous location on the property where the noise disturbance violation is alleged to have occurred.

C. Hearing Process.

1. The Chairperson of the Board is authorized to designate 3 active members of the Board to sit as a panel to conduct a hearing on any noise disturbance complaint. The Chairperson of the Board shall endeavor to rotate panel membership from time to time among the active members of the Board. If the parties agree, a hearing may proceed before 2 members of the Board.

2. The hearing shall be open to the public. At the hearing, the complainant and the alleged violator may present testimony and evidence to substantiate any material point. All testimony shall be given under oath or affirmation. Each party shall have the right to cross-examine opposing witnesses, to submit rebuttal evidence, and to present summation and argument. The Board panel also may ask questions of witnesses and enter its own evidence.

3. The Board panel may admit and consider evidence which would be commonly accepted by reasonable and prudent people as having a causal relationship to the matter before the Board panel. The Board panel may exclude from evidence irrelevant and repetitious testimony and documents.

4. The burden of proof of establishing a violation of the noise control ordinance shall be on the party who filed the noise disturbance complaint and shall be met by a preponderance of the evidence.

5. An audio record of the hearing shall be made. The record of the case shall consist of the audio recording and any written documentation accepted into the case file. The record of the case shall be open to inspection by

any person. Upon request, the Board shall furnish copy of the record of the case to any person at the cost of supplying the same.

D. Decision of the Board on a Noise Disturbance Complaint.

1. After due consideration of the evidence and testimony presented at the hearing, the Board shall issue its decision on the noise disturbance complaint and give notice of its decision to all parties to the case. The Board's decision may be announced orally, following the hearing, or the Board may take the case under advisement and issue a written decision on the noise disturbance complaint within a reasonable time following the hearing.

2. In the event that the Board finds that in favor of the complainant on the noise disturbance complaint, the Board may order the violator:

a. To cease and desist from the conduct or activity which created the noise disturbance or to take other corrective action in order to abate or correct the violation of this noise control ordinance; and/or

b. To pay a fine to the City of up to \$200.00 for each violation. If there is more than one violator or if the Board has found more than one noise disturbance violation, then the fine may be imposed on each violator. If the Board finds that this a repeat violation, i.e., the violator has been found to have created a noise disturbance within a one-year period immediately preceding the occurrence of the instant noise disturbance violation, then the Board may order the violator to pay a fine to the City of up to \$400.00 for each violation.

3. In determining the amount of the fine to impose on a violator, pursuant to subsection (D)(2)(b) of this section, the Board shall consider whether the evidence presented at the hearing on the noise disturbance complaints indicates that significant mitigating factors warranting a reduction in the maximum amount of the fine to be imposed are present:

a. Whether the violator has previously been found to have violated this noise control ordinance;

b. Whether the violator has taken action reasonably calculated under the circumstances to prevent or mitigate future violations of this noise control ordinance; and

c. Whether the violation was not so egregious or lengthy in duration that a reasonable person would view the violation as reprehensible.

E. Enforcement of Board Decision on a Noise Disturbance Complaint.

1. A violator who fails to comply with a Board decision on a noise disturbance complaint may be issued a municipal infraction citation for a Class A offense.

2. In addition to any penalty provided herein, compliance with a Board decision may be enforced by any appropriate action, at law or equity, in any court of competent jurisdiction. (Ord. 2007-4, 2007/Ord. 2002-35 § 1(14), 2002/Ord. 2000-22 § 1(14), 2000)