

CITY OF TAKOMA PARK, MARYLAND

(FINAL 10/12/98)

**SPECIAL SESSION AND WORKSESSION
OF THE CITY COUNCIL**

Monday, October 5, 1998

Executive Session 9/28/98 - Moved by Williams; seconded by Chavez. Council voted unanimously to convene in Executive Session at 10:00 p.m. in the Conference Room. OFFICIALS PRESENT: Porter, Chavez, Elrich, Rubin, Stewart, Williams. OFFICIAL ABSENT: Hawkins. STAFF PRESENT: Habada, Hobbs, Sartoph, Anderson, Gowin. The Council received a briefing and discussed personnel issues in the Police Department (Authority: Annotated Code of Maryland, State Government Article, Section 10-508(a)(1)(ii)).

OFFICIALS PRESENT:

Mayor Porter

City Administrator Habada

Councilmember Chavez

City Clerk Sartoph

Councilmember Elrich

Assistant Corporation Counsel Perlman

Councilmember Hawkins

Councilmember Rubin

Councilmember Stewart

Councilmember Williams

The City Council convened at 7:35 p.m. in the Upstairs Meeting Room of the Municipal Building, 7500 Maple Avenue, Takoma Park, Maryland.

COUNCIL COMMENTS

Mayor Porter invited Buddy Daniels to make an announcement.

Buddy Daniels, Sherman Avenue (Democratic Committee Chairperson, Precinct 13-21), stated that earlier this evening he attended a meeting of the Montgomery County Board of Elections, and that the Board voted to move the polling place from the Parker Memorial Baptist Church to the Municipal Building for the General Election. He thanked City staff, City Council and the City Clerk for their efforts in this regard, and recognized the work of Terry Seamens, President of the Ritchie Citizens Association. Mr. Daniels offered his assistance to the City as may be needed to help this arrangement work out, and noted that a flyer is being developed which will be approved by the Board of Elections and will be distributed to the voters in Precinct 13-21.

Ms. Porter added that because of the serious concerns about inaccessibility at the church, she feels that the Board of Elections made the right decision.

Councilmember Rubin offered his assistance with transportation for voters on election day.

Mr. Daniels said that he will be in touch with Mr. Rubin about arrangements, and said that he knows that Mr. Seamens will be offering transportation services as he did for the Primary Election.

Ms. Porter congratulated both Mr. Seamens and Mr. Daniels on all of their work, leading to the successful change in the polling place.

SPECIAL SESSION

1. Resolution re: Loan on Takoma Junction Property. Ms. Porter explained the resolution. Moved by Williams; seconded by Stewart.

Resolution #1998-47 was adopted unanimously, authorizing the Mayor to sign an Extension Note evidencing bond acquisition as related to the Takoma Junction land purchase (VOTING FOR: Porter, Chavez, Rubin, Stewart, Williams; ABSENT: Elrich, Hawkins).

RESOLUTION #1998-47 (Attached)

2. Resolution re: Special Assessment for Aspen Alley Repaving. Ms. Porter explained the resolution.

Assistant Corporation Counsel Perlman noted that the public hearing is required by the City Charter.

Councilmember Stewart said that she would appreciate if the public hearing is scheduled as soon as possible.

Ms. Perlman referred to the notification requirements as described in the Charter.

The Council reached a consensus to schedule the public hearing on Monday, October 26, 1998. City Clerk Sartoph will proceed with official notification.

Ms. Perlman questioned whether 7414 Aspen is included in the special assessment.

City Administrator Habada stated that she will have Engineer Monk confirm this address.

Ms. Perlman questioned what interest rate the Council wants to charge.

City Administrator Habada recalled that the Council had discussed 5.6%, but pointed out that by the time the Council gets to adopting the special assessment ordinance, the interest rate could change.

Ms. Porter explained that the Council's intention is to charge no more than the interest that the City would otherwise be earning on the money.

Council directed staff to use the rate of 5.6% for the purpose of the official notice. This rate will be adjusted, if necessary.

Resolution #1998-48 was adopted unanimously, setting a public hearing on the proposed levy of special assessment charges to pay for the costs of repaving Aspen Alley (VOTING FOR: Porter, Chavez, Rubin, Stewart, Williams; ABSENT: Elrich, Hawkins).

**RESOLUTION #1998-48
(Attached)**

WORKSESSION / ADJOURNMENT

The Council moved into Worksession and later adjourned for the evening at 10:13 p.m.

Introduced by: Councilmember Williams

**RESOLUTION NO. 1998-47
(Authorizing the City to Sign an Extension Note
Evidencing Bond Acquisition)**

WHEREAS, the City of Takoma Park enacted Ordinance No. 1995-30 authorizing the City to sell its 1995 Bond in the Principal Amount of \$315,000.00; and

WHEREAS, the City of Takoma Park executed a Promissory Note evidencing the acquisition of such 1995 Bond in which the terms of the 1995 Bond were set forth and the City of Takoma Park agreed to redeem such 1995 Bond after three years; and

WHEREAS, the Bond Purchaser and holder of the Note has agreed to reduce the interest rate to Seven and One-Half percent (7.5%) in exchange for the City of Takoma Park agreeing to extend the redemption date for an additional three (3) years on the same terms and conditions as set forth in the 1995 Bond other than the interest rate (the EXTENSION NOTE); and

WHEREAS, such action by the City of Takoma Park does not create any new obligation and does not constitute the incurring of any new indebtedness within the meaning of municipal debt-limit provisions. Such note being only a continuation of the obligation of the original 1995 Bond.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND THAT the Mayor is authorized to sign on behalf of the City of Takoma Park the EXTENSION NOTE referenced above.

THIS RESOLUTION IS ADOPTED THIS 5th DAY OF October, 1998.

AYE: Mayor Porter, Councilmembers Chavez, Rubin, Stewart, Williams
NAY: None
ABSTAIN: None
ABSENT: Elrich, Hawkins

ATTEST:


Catherine E.W. Sartoph, CMC/AE
City Clerk

City of Takoma Park
1996 Bond Issue
EXTENSION NOTE
EVIDENCING BOND ACQUISITION

9/30/XX DATE: 12/11/01

III 05
8/26/02

FOR VALUE RECEIVED, the undersigned (individually and collectively, the "Borrower"), promises unconditionally to pay to the order of Bank of America, its successors and assigns (the "Bank") in accordance with the terms set forth in "The Council of the City of Takoma Park General Obligation Bond of 1995" (the "Bond") issued by the City of Takoma Park, Maryland, during regular business hours at the office of the Bank set forth above (or at such other office as the Bank may from time to time designate in writing to the Borrower), the principal amount of Two Hundred Ninety Seven Thousand Five Hundred Dollars (\$297,500.00) or such amount remaining outstanding (the "Principal Amount"), together with interest thereon at the per annum rate of interest indicated below, said Principal Amount and Interest to be paid at the time(s) and in the manner indicated below.

1. Principal Repayment. The Borrower shall pay in consecutive installments of principal in the amount of Twenty Thousand One Hundred Sixty-Six dollars and Sixty-Seven cents (\$20,166.67) commencing on the 15th day of September, 2001, and continuing on the annual anniversary in each year thereafter. A final installment in the amount of the then unpaid balance of the Principal Amount, together with all accrued and unpaid interest thereon and all fees, late charges, costs and expenses, if any, incurred or charged in connection therewith, being due and payable on the 15th day of September, 2004, (the "Maturity Date") unless extended by the Bank in accordance with the terms of the Bond.

2. Interest Repayment. Interest on this Note shall be calculated on the basis of a 365-day-year applied to the actual number of days the Principal Amount, or any portion thereof, is outstanding. From the date hereof until the Maturity Date (whether by acceleration, deceleration, extension or otherwise), the Borrower shall pay interest in arrears on the unpaid balance of the Principal Amount at the per annum rate of interest indicated below, commencing on the last day of October, 2001, and continuing on the last day of each month in each year thereafter.

3. Intentionally Deleted.

4. Interest Rate. Interest shall accrue and be payable on the unpaid Principal Amount from the date hereof until the Maturity Date of this Note (whether by acceleration, deceleration, extension or otherwise) at the fixed rate of six percent (6.0%).

5. Intentionally Deleted.

6. Manner and Application of Payments. All payments due hereunder shall be: (a) paid in lawful money of the United States of America in immediately available funds, without offset, deduction or recoupment, and (b) applied in any manner which the Bank may, in its sole discretion, elect. Loan fees (if any), and other fees and expense incurred in connection with the closing of the loan shall be payable on demand.

7. Extension Period Interest Rate. After the Maturity Date (whether by acceleration, deceleration, extension or otherwise), to the extent permitted by law, the rate of interest on the unpaid Principal Amount shall, at the option of the Bank, be renegotiated with the City of Takoma Park (the "Extension Rate").

8. Prepayment. The Borrower may prepay the Principal Amount, in whole or in part, at any time without penalty or premium.

9. Obligations. The full and punctual observance and performance of all present and future duties, covenants and responsibilities due to the Bank by the Borrower in accordance with the terms of the Bond of any nature whatsoever, including to the fullest extent permitted by applicable law, all past, present and future indebtedness and liabilities of the Borrower to the Bank for the payment of money (extending to all principal, interest, fees, expense payments, liquidation costs, and attorney's fees and expenses), relating to or arising from the Bond and this Note whether similar or dissimilar, related or unrelated, matured or unmatured, direct or indirect, contingent or noncontingent, primary or secondary, alone or jointly with others, now due or become due, now existing or hereafter created, whether or not now contemplated, and how ever evidenced, shall collectively be referred to as the "Obligations".

10. Loan Documents. The Obligations are secured by, guaranteed by, and are a part of the obligations referred to in this Note and the Bond (collectively the "Loan Documents").

11. Wavier. The Borrower hereby waives demand, presentment for payment, protest, notice of consideration, the Bank may, without notice to or further consent of the Borrower and without in any manner releasing, lessening or affecting the obligations of the Borrower hereunder and under any of the Loan Documents: (a) release, surrender, waive, add, substitute, settle, exchange, compromise, modify, extend or grant indulgences with respect to (i) this Note, (ii) or the Bond; (b) complete any blank space in this Note or the Loan Documents according to the terms upon which the Obligations are made; and (c) grant any extension or other postponements of the time of payment hereof.

12. Provision of Financial Information. The Borrower shall promptly provide, to the Bank the annual audited statement of the City and such interim statements prepared by the City as the Bank shall at any time and from time to time require.

13. Default. The occurrence of any one or more of the following events shall constitute a default under this Note; (a) the failure of the Borrower to pay any of the Obligations when due (whether by acceleration, declaration, extension or otherwise) subject to the Default cure provisions in the Bond; (b) the failure of the Borrower to perform, observe or comply with any agreement, covenant or promise made under this Note or under any of the Loan Documents; (c) is any information contained in any financial statement, application, schedule or report or any other document given by the Borrower any other Obligor in connection with the other Obligor admitted to state any material fact or fact necessary to make such information misleading; (d) the filing of any petition for relief under the United States Bankruptcy Code or any similar federal or state statute by or against the Borrower or the failure of the Borrower to pay its debts as such debts become due; (e) the making of any application for the appointment of a receiver for, or of a general assignment for the benefit or creditors by, or the insolvency of, the Borrower; (f) the determination in good faith by the Bank that a material adverse change has occurred in the financial condition of the Borrower from the condition set forth in the most recent financial statement of the Borrower heretofore furnished to the Bank (or as disclosed to the Bank in any other manner); (g) the determination in good faith by the Bank that the security for this Note is inadequate. The occurrence or nonoccurrence of default under this Note shall in no way affect or condition the right of the Bank to demand payment at any time of any amounts which are payable on demand under the provisions of this Note or any of the Loan Documents regardless of whether or not such a default has occurred.

14. Rights and Remedies Upon Default. In the event of a default hereunder, the Bank may, at its option and without notice to the Borrower; (a) declare all or any part of the unpaid Obligations, together with all accrued and unpaid interest thereon, to be immediately due and payable without presentment, demand or notice which are hereby expressly waived; (b) exercise its right of setoff against any money, fund, credits or other property of any nature whatsoever of the Borrower signing this Note, now or at any time hereafter in possession of, in transit to or from, under the control or custody of, or on deposit with, the Bank or any affiliate of the Bank in the capacity whatsoever, including without limitation, any balance of any deposit account and any credits with the Bank or any affiliate of the Bank; (c) terminate any outstanding commitments of the Bank to the Borrower; and (d) exercise any and or all rights, powers and remedies provided for in the Loan Documents or now or hereafter existing at law or in equity or by statute or otherwise.

15. Collection. If this Note is placed in the hands of any attorney for collection after its maturity (whether by acceleration, deceleration, extension or otherwise), the Borrower shall pay to the Bank on demand all costs and expenses including, without limitation, all attorney's fees and expenses incurred by the Bank in collecting the unpaid balance of the Principal Amount or in successfully defending any counterclaim brought by the Borrower contesting the Bank's right to collect the unpaid balance of the Principal Amount. All of such costs and expenses shall bear interest at the default rate of interest described herein, from the date of payment by the Bank until repaid in full.

16. Intentionally Deleted.

17. Confession of Judgment. Intentionally deleted.

18. Remedies Cumulative. Each right and remedy of the Bank under the Loan Documents or now or hereafter existing at law or in equity by statute or other applicable laws shall be cumulative and concurrent, and the exercise of them shall not preclude the simultaneous or late exercise by the Bank of any or all such other rights and remedies. No failure or delay by the Bank to insist upon the strict performance of any provisions of this Note or of the Loan Documents or to exercise any right or remedy upon a default hereunder shall constitute a waiver thereof, or preclude the Bank from exercising any such right or remedy. By accepting full or partial payment after the due date of any amount of principal and interest on this Note, or other amounts payable on demand, the Bank shall not be deemed to have waived the right either to require prompt payment when due and payable of all other amounts of principal of or interest on this Note or other amounts payable on demand, or to exercise any rights and remedies available to collect all such other amounts due and payable under this Note.

19. Choice of Law; Consent to Jurisdiction. This Note shall be governed by, construed and interpreted in accordance with the laws of the State of Maryland (excluding the choice of law rules thereof). The Borrower signing this Note hereby (a) agree that all disputes and matters whatsoever arising under, in connection with, or incident to this Note shall be litigated, if at all, in and before a court located in the State of Maryland, United States of America, to the exclusion of the courts of any other state or country and (b) irrevocably submit to the non-exclusive jurisdiction of any Maryland court or federal court sitting in the State of Maryland in any action or proceeding arising out of or relating to this Note, and hereby irrevocably waive any objection they may have to the laying of venue of any such action or proceeding in such court and any claim they may have that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit or in any other manner provided by law.

20. Notice. Any notice, demand, request or other communication which the Bank or the Borrower may be required to give hereunder shall be in writing, and shall be given: (a) by hand-delivery; (b) by facsimile transmissions; (c) by commercial overnight courier; or (d) by United States regular mail, postage prepaid. Such notice, demand, request or other communication shall be addressed as follows, or to such other addresses as the parties may designate by like notice:

If to the Borrower: City of Takoma Park
7500 Maple Avenue
Takoma Park, Maryland 20912
Attn: City Administrator

If to the Bank: Bank of America
10 Light Street
Baltimore, Maryland 21202
Attn: Edmund Bianchi

Any communication hereunder will be deemed given and effective (e) when actually received, in the case of hand delivery, (f) when deposited in the United States mail or with such courier, in the case of first class mail or overnight courier, or (g) when completely sent and received, as evidenced by a transmission report from sender's facsimile machine, in the case of facsimile transmission.

21. Invalidity of Any Part. In the event that any of one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Note operate or would prospectively operate to invalidate this Note, then and in any of those events, the following shall occur: (a) the provision(s) shall be enforced to the fullest extent of its validity, legality and enforceability; or (b) if such provision would operate so as to invalidate this entire Note, only such provision(s) shall be void as though not herein contained, and the remainder of the clauses and provisions of this Note will remain in full force and effect. In any event, if any such provision pertains to the repayment of the indebtedness evidenced by this Note, then and in such event, at the Bank's option, the outstanding Principal Amount, together with all accrued and unpaid interest thereon, shall become immediately due and payable. In no event shall this Note or the Loan Documents operate to cause the payment to the Bank by the Borrower or any Obligor of any amounts, whether for the use, forbearance of detention of money or for any other matter governed by the Loan Documents, which exceed the permitted maximum amounts therefor under the applicable law. If for any circumstances whatsoever fulfillment of such provision shall be prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity.

22. Public Purposes. The Borrower acknowledges and warrants that (a) the indebtedness evidenced by this Note and the "Obligations", as used herein, are incurred for a public purpose, and (b) all proceeds will be used solely in connection with such public purpose.

23. Miscellaneous. The paragraph headings of this Note are for convenience only, and shall not limit or otherwise affect any of the terms hereof. Words unused herein shall be deemed to refer to the singular, plural, masculine, feminine or neuter as the identity of the person or entity or the context may require. This Note and related Loan Documents, if any, constitute the entire agreement between the parties with respect to their subject matter and supersede all prior letters, representations, or agreements, oral or written, with respect therein. If this Note is a renewal, extension or modification of the terms of any existing obligation of the Borrower to the Bank, which obligation is secured by an interest in real property, the Borrower and the Bank agree that this Note is not intended as a novation, but is rather intended only to renew, extend or modify the Obligation to the extent applicable. The Bank may, without notice to or consent of the Borrower, sell, assign, transfer or grant participations in all or any part of the Obligations evidenced by this Note to others at any time and from time to time, and the Bank may divulge to any potential assignee, transferee or participant, and to any affiliate or subsidiary of the Bank all information, reports, financial statements and documents obtained in connection with this Note and any other Loan Documents or otherwise. No modification, change, waiver or amendment of this Note shall be deemed to be made by the Bank unless in writing signed by the Bank, and each such waiver, if any, shall apply only with respect to the specific instance involved. No course of dealing or conduct shall be effective to amend, modify, waiver, release or change any provisions of this Note or the Loan Documents. In addition, notwithstanding the entry of any judgment under or in connection with this Note, the unpaid balance of the Principal Amount shall continue to bear interest at the applicable rate or rates provided for in the Note. All Obligations of the Borrower to the Bank shall be binding upon and enforceable against the Borrower and the Borrower's personal representatives, successors, heirs and assigns. This Note may be executed in any number of counterparts, all of which when taken together shall constitute one Note.

24. WAIVER OF JURY TRIAL. THE BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY LITIGATION BETWEEN THE HOLDER OF THIS NOTE AND THE BORROWER ARISING OUT OF THIS NOTE.

25. Intentionally Deleted.

26. Intentionally Deleted.

IN WITNESS WHEREOF, and intending to create an instrument executed under seal, the Borrower (s) have duly executed this Note under seal as of the day and year first written above. Each of the undersigned adopts as his or her seal the word ("SEAL") appearing beside or near his or her signature below.

CITY OF TAKOMA PARK, MARYLAND

By: Kathryn H. Porter
Kathryn H. Porter, Mayor,
City of Takoma Park

Bond No. R-1

UNITED STATES OF AMERICA
STATE OF MARYLAND
THE COUNCIL OF THE CITY OF TAKOMA PARK, MARYLAND
General Obligation Bond of 1995

Interest Rate

Per Annum

8%

Maturity Date

September 15, 2015

Date of Original Issue

September 15, 1995

REGISTERED OWNER: NationsBank, N.A.
10 Light Street
Baltimore, Maryland 21202

PRINCIPAL AMOUNT THREE HUNDRED FIFTEEN THOUSAND DOLLARS (\$315,000)

THE COUNCIL OF THE CITY OF TAKOMA PARK (the "City"), a municipal corporation created and existing under the laws of the State of Maryland, hereby acknowledges itself indebted, and, for value received, promises to pay to the Registered Owner shown above or registered assigns or legal representatives by the Maturity Date shown above (unless this bond shall be redeemable, shall have been called for prior redemption and payment of the redemption price made or provided for), the principal amount in accordance with the schedule set forth herein or so much thereof as shall not have been paid upon prior redemption in any coin or currency which, at the time of payment, is legal tender for the payment of public and private debts and upon presentation and surrender of this bond upon call by the bondholder after September 15, 1998 or redemption demand by the City at any time shall pay that amount of principal remaining unpaid in accordance with the schedule set forth herein on the date of such call or redemption or if such date is not a Business Day (hereinafter defined) then on the next succeeding Business Day at the principal office of the City of Takoma Park, Maryland, (the "Paying Agent"), and to pay to the registered owner hereof by check or draft, mailed to such registered owner at such owner's address as it appears on said registration books (the "Bond Register") maintained by the City (the "Bond Registrar") interest on said principal amount at the Interest Rate shown above until payment of such principal amount, or until the prior redemption hereof, such interest being payable monthly on the fifteenth days of each month and in each year beginning October 15, 1995, to the person in whose name this bond is registered on the Bond Register as of the close of business on the regular record date, which shall be the last Business Day of the month immediately preceding each interest payment date (the "Regular Record Date") and shall be made by check mailed by the Paying Agent on the interest payment date to such person's address as it appears on the Bond Register. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Regular Record Date, and may be paid to the person in whose name

this bond is registered as of the close of business on a date fixed by the Paying Agent for the payment of such defaulted interest (the "Special Record Date"), notice of such payment date and the Special Record Date therefore being given by letter mailed first class, postage prepaid, to the registered owner hereof not less than ten (10) days prior to such Special Record Date at the address of such owner as it appears on the Bond Register, or may be paid at any time in any other lawful manner not inconsistent with the requirement of any securities exchange on which the bond may be listed and upon such notice as may be required by such exchange. Interest will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the Date of Original Issue shown above.

"Business Day" means a day other than a Saturday, Sunday or a day on which the City is authorized or obligated by law or required by executive order to remain closed.

The full faith and credit and unlimited taxing power of the City are irrevocably pledged to the payment of the principal of and interest on this bond according to its terms, and the City does hereby covenant and agree to pay the principal of this bond and the interest thereon, at the dates and in the manner mentioned herein, according to the true intent and meaning thereof.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE PAGES FOLLOWING THE SIGNATURE PAGES WHICH SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH HEREIN.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Maryland, the Charter of the City (the "charter") and the Ordinance (hereinafter defined) to exist, to have happened or to have been performed precedent to or in the issuance of this bond, exist, have happened and have been performed, and that this bond together with all other indebtedness of the City, is within every debt and other limit prescribed by said Constitution or statutes or Charter, and that due provision has been made for the levy and collection of an ad valorem tax or taxes upon all legally assessable property within the corporate limits of the City in rate and amount sufficient to provide for the payment, when due, of the principal of and interest on this bond.

This bond shall not be valid or become obligatory for any purpose, until this bond shall have been authenticated by an authorized officer of the Bond Registrar.

IN WITNESS WHEREOF, this bond has been executed by the manual or facsimile signature of the Mayor of the City, an original or facsimile of the corporate seal of the City has been imprinted

hereon, attested by the manual or facsimile signature of the Clerk of the City as of the 15th day of September, 1995.

ATTEST:

THE COUNCIL OF THE CITY OF
TAKOMA PARK, MARYLAND

Catherine E.W. Sartoph
Catherine E.W. Sartoph
City Clerk

By: *Edward F. Sharp*
Edward F. Sharp, Mayor

CITY OF TAKOMA PARK SEAL

CERTIFICATION OF AUTHENTICATION

The undersigned hereby certifies that this bond is the registered bond without coupons of The Council of the City of Takoma Park.

City of Takoma Park, Bond Registrar

By: *Beverly K. Habada*
Beverly K. Habada, City Administrator

This bond is the sole bond of a duly authorized issue of general obligation bond of the City designated "General Obligation Bond of 1995" in the principal sum of Three Hundred Fifteen Thousand Dollars (\$315,000.00) in principal amount, and mature in installments on the 15th day of September in each of the years 1996 to 2015 inclusive, and bear interest per annum, as follows:

<u>Year of Maturity</u>	<u>Principal Amount Paid</u>	<u>Principal Amount Remaining Due</u>	<u>Interest Rate</u>
1996	\$ 2,500.00	\$312,500.00	8%
1997	\$ 2,500.00	\$310,000.00	8%
1998	\$ 2,500.00	\$307,500.00	8%
1999	\$ 5,000.00	\$302,500.00	8%
2000	\$ 5,000.00	\$297,500.00	8%
2001	\$20,166.67	\$277,333.33	8%
2002	\$20,166.67	\$257,166.66	8%
2003	\$20,166.67	\$236,999.99	8%
2004	\$20,166.67	\$216,833.32	8%
2005	\$20,166.67	\$196,666.65	8%
2006	\$20,166.67	\$176,499.98	8%
2007	\$20,166.67	\$156,333.31	8%
2008	\$20,166.67	\$136,166.64	8%

2009	\$20,166.67	\$115,999.97	8%
2010	\$20,166.67	\$ 95,833.30	8%
2011	\$20,166.67	\$ 75,666.63	8%
2012	\$20,166.67	\$ 55,499.96	8%
2013	\$20,166.67	\$ 35,333.29	8%
2014	\$20,166.67	\$ 15,166.62	8%
2015	\$15,166.62	\$ 0.00	8%

The bond is numbered R-1 and is issued pursuant to and in full conformity with the provisions of Sections 31 to 37, inclusive, of Article 23A of the Annotated Code of Maryland (1994 Replacement Volume), and Section 923 of the Charter of the City of Takoma Park, as amended, and by virtue of the due proceedings had and taken by the Council of the City of Takoma Park, particularly an Ordinance adopted on July 31, 1995 (the "Ordinance").

The bond on or before September 15, 1998 is not subject to call by the bondholder. The bond is subject to redemption prior to its respective maturities at the option of the City at any time, either as a whole or at any time or in part on any interest payment date, in such order in principal curtailment as directed by the City, without premium, plus interest accrued to the date fixed for redemption.

When less than all of the bond shall be so redeemed, then upon the surrender of such bond, there shall be issued to the registered owner thereof, without charge, for the unredeemed balance of the principal amount of such bond, a registered bond in the aggregate face amount of such bond not to exceed the unredeemed balance of the registered bond so surrendered, and to bear the same interest rate and to mature on the same date as said unredeemed balance.

If, in accordance with the foregoing option, the City elects to redeem the outstanding bond, or less than all, it will give a redemption notice by letter mailed first class, postage prepaid, to the registered owners of such bond at least thirty (30) days and not more than sixty (60) days prior to the redemption date, at the addresses of such owners appearing on the registration books kept by the Bond Registrar; provided, however, that the failure to mail such notice or any defect in the notice so mailed, or in the mailing thereof shall not affect the validity of the redemption proceedings. From and after the date fixed for redemption, if due notice is given as herein provided, and the funds sufficient for payment of the redemption price and accrued interest shall be available therefor on such date, the bond so designated for redemption shall cease to bear interest. Upon presentation and surrender in compliance with said notices, the bond so called for redemption shall be paid by the Paying Agent at the redemption price plus any accrued interest. If not so paid on presentation thereof, said bond so called shall continue to bear interest at the rates expressed therein until paid. All bond redeemed and paid hereunder will be canceled.

This bond is transferable only upon the registration books kept at the principal office of the Bond Registrar, by the registered owner hereof in person, or by his or her attorney duly authorized in writing, upon surrender hereof together with a

written instrument of transfer in the form attached hereto and satisfactory to the Bond Registrar duly executed by the registered owner or his or her duly authorized attorney, and thereupon, within a reasonable time, the Bond Registrar shall issue in the name of the transferee a new registered bond in aggregate principal amount equal to the principal amount of this bond or the unredeemed portion hereof, and maturing on the same date and bearing interest at the same rate. Said new bond shall be delivered to the transferee only after payment of any tax or government charge required to be paid with respect to, and any shipping expenses or insurance relating to, such transfer and only after due authentication thereof by an authorized officer of the Bond Registrar. The Bond Registrar shall not be required to issue, transfer or exchange any bond during the period beginning fifteen days before any selection of bond to be redeemed and ending on the day of mailing of the notice of redemption of to transfer or exchange any bond called or being called for redemption in whole or in part. The Bond Registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

EXTENSION NOTE
EVIDENCING BOND ACQUISITION

DATE: October 6, 1998

FOR VALUE RECEIVED, the undersigned (individually and collectively, the "Borrower"), promises unconditionally to pay to the order of NationsBank, N.A., its successors and assigns (the "Bank") in accordance with the terms set forth in "The Council of the City of Takoma Park General Obligation Bond of 1995" (the "Bond") issued by the City of Takoma Park, Maryland (a facsimile of which is attached hereto) during regular business hours at the office of the Bank set forth above (or at such other office as the Bank may from time to time designate in writing to the Borrower), the principal amount of Three Hundred Fifteen Thousand Dollars (\$315,000.00) or such amount remaining outstanding (the "Principal Amount"), together with interest thereon at the per annum rate of interest indicated below, said Principal Amount and Interest to be paid at the time(s) and in the manner indicated below.

1. Principal Repayment. The Borrower shall pay two (2) consecutive installments of principal in amount of Five Thousand Dollars (\$5,000.00) in each of the first two years commencing on the 15th day of September, 1998 and continuing on the annual anniversary in each year thereafter for two consecutive years, and a final installment in the amount of the then unpaid balance of the Principal Amount, together with all accrued and unpaid interest thereon and all fees, late charges, costs and expenses, if any, incurred or charged in connection therewith, being due and payable on the 15th day of September, 2001 (the "Maturity Date") unless extended by the Bank in accordance with the terms of the Bond.

2. Interest Repayment. Interest on this Note shall be calculated on the basis of a 365-day-year applied to the actual number of days the Principal Amount, or any portion thereof, is outstanding. From the date hereof until the Maturity Date (whether by acceleration, deceleration, extension or otherwise), the Borrower shall pay interest in arrears on the unpaid balance of the Principal Amount at the per annum rate of interest indicated below, commencing on the last day of October, 1998 and continuing on the last day of each month in each year thereafter.

3. Intentionally Deleted.

4. Interest Rate. Interest shall accrue and be payable on the unpaid Principal Amount from the date hereof until the Maturity Date of this Note (whether by acceleration, deceleration, extension or otherwise) at the fixed rate of seven and one-half percent (7.5%).

5. Intentionally Deleted.

EXTENSION NOTE
EVIDENCING BOND ACQUISITION

DATE: _____

FOR VALUE RECEIVED, the undersigned (individually and collectively, the "Borrower"), promises unconditionally to pay to the order of NationsBank, N.A., its successors and assigns (the "Bank") in accordance with the terms set forth in "The Council of the City of Takoma Park General Obligation Bond of 1995" (the "Bond") issued by the City of Takoma Park, Maryland (a facsimile of which is attached hereto) during regular business hours at the office of the Bank set forth above (or at such other office as the Bank may from time to time designate in writing to the Borrower), the principal amount of Three Hundred Fifteen Thousand Dollars (\$315,000.00) or such amount remaining outstanding (the "Principal Amount"), together with interest thereon at the per annum rate of interest indicated below, said Principal Amount and Interest to be paid at the time(s) and in the manner indicated below.

1. Principal Repayment. The Borrower shall pay two (2) consecutive installments of principal in amount of Five Thousand Dollars (\$5,000.00) in each of the first two years commencing on the 15th day of September, 1998 and continuing on the annual anniversary in each year thereafter for two consecutive years, and a final installment in the amount of the then unpaid balance of the Principal Amount, together with all accrued and unpaid interest thereon and all fees, late charges, costs and expenses, if any, incurred or charged in connection therewith, being due and payable on the 15th day of September, 2001 (the "Maturity Date") unless extended by the Bank in accordance with the terms of the Bond.

2. Interest Repayment. Interest on this Note shall be calculated on the basis of a 365-day-year applied to the actual number of days the Principal Amount, or any portion thereof, is outstanding. From the date hereof until the Maturity Date (whether by acceleration, deceleration, extension or otherwise), the Borrower shall pay interest in arrears on the unpaid balance of the Principal Amount at the per annum rate of interest indicated below, commencing on the last day of October, 1998 and continuing on the last day of each month in each year thereafter.

3. Intentionally Deleted.

4. Interest Rate. Interest shall accrue and be payable on the unpaid Principal Amount from the date hereof until the Maturity Date of this Note (whether by acceleration, deceleration, extension or otherwise) at the fixed rate of seven and one-half percent (7.5%).

5. Intentionally Deleted.

6. Manner and Application of Payments. All payments due hereunder shall be: (a) paid in lawful money of the United States of America in immediately available funds, without offset, deduction or recoupment, and (b) applied in any manner which the Bank may, in its sole discretion, elect. Loan fees (if any), and other fees and expense incurred in connection with the closing of the loan shall be payable on demand.

7. Extension Period Interest Rate. After the Maturity Date (whether by acceleration, deceleration, extension or otherwise), to the extent permitted by law, the rate of interest on the unpaid Principal Amount shall, at the option of the Bank, be renegotiated with the City of Takoma Park (the "Extension Rate").

8. Prepayment. The Borrower may prepay the Principal Amount, in whole or in part, at any time without penalty or premium.

9. Obligations. The full and punctual observance and performance of all present and future duties, covenants and responsibilities due to the Bank by the Borrower in accordance with the terms of the Bond of any nature whatsoever, including to the fullest extent permitted by applicable law, all past, present and future indebtedness and liabilities of the Borrower to the Bank for the payment of money (extending to all principal, interest, fees, expense payments, liquidation costs, and attorney's fees and expenses), relating to or arising from the Bond and this Note whether similar or dissimilar, related or unrelated, matured or unmatured, direct or indirect, contingent or noncontingent, primary or secondary, alone or jointly with others, now due or become due, now existing or hereafter created, whether or not now contemplated, and how ever evidenced, shall collectively be referred to as the "Obligations".

10. Loan Documents. The Obligations are secured by, guaranteed by, and are a part of the obligations referred to in this Note and the Bond (collectively the "Loan Documents").

11. Waiver. The Borrower hereby waives demand, presentment for payment, protest, notice of consideration, the Bank may, without notice to or further consent of the Borrower and without in any manner releasing, lessening or affecting the obligations of the Borrower hereunder and under any of the Loan Documents: (a) release, surrender, waive, add, substitute, settle, exchange, compromise, modify, extend or grant indulgences with respect to (i) this Note, (ii) or the Bond; (b) complete any blank space in this Note or the Loan Documents according to the terms upon which the Obligations are made; and (c) grant any extension or other postponements of the time of payment hereof.

12. Provision of Financial Information. The Borrower shall promptly provide, to the Bank the annual audited statement of the City and such interim statements prepared by the City as the Bank shall at any time and from time to time require.

13. Default. The occurrence of any one or more of the following events shall constitute a default under this Note; (a) the failure of the Borrower to pay any of the Obligations when due (whether by acceleration, declaration, extension or otherwise) subject to the Default cure provisions in the Bond; (b) the failure of the Borrower to perform, observe or comply with any agreement, covenant or promise made under this Note or under any of the Loan Documents; (c) if any information contained in any financial statement, application, schedule or report or any other document given by the Borrower any other Obligor in connection with the other Obligor admitted to state any material fact or fact necessary to make such information misleading; (d) the filing of any petition for relief under the United States Bankruptcy Code or any similar federal or state statute by or against the Borrower or the failure of the Borrower to pay its debts as such debts become due; (e) the making of any application for the appointment of a receiver for, or of a general assignment for the benefit of creditors by, or the insolvency of, the Borrower; (f) the determination in good faith by the Bank that a material adverse change has occurred in the financial condition of the Borrower from the condition set forth in the most recent financial statement of the Borrower heretofore furnished to the Bank (or as disclosed to the Bank in any other manner); (g) the determination in good faith by the Bank that the security for this Note is inadequate. The occurrence of non-occurrence of default under this Note shall in no way affect or condition the right of the Bank to demand payment at any time of any amounts which are payable on demand under the provisions of this Note or any of the Loan Documents regardless of whether or not such a default has occurred.

14. Rights and Remedies Upon Default. In the event of a default hereunder, the Bank may, at its option and without notice to the Borrower; (a) declare all or any part of the unpaid Obligations, together with all accrued and unpaid interest thereon, to be immediately due and payable without presentment, demand or notice which are hereby expressly waived; (b) exercise its right of setoff against any money, funds, credits or other property of any nature whatsoever of the Borrower signing this Note, now or at any time hereafter in possession of, in transit to or from, under the control or custody of, or on deposit with, the Bank or any affiliate of the Bank in the capacity whatsoever, including without limitation, any balance of any deposit account and any credits with the Bank or any affiliate of the Bank; (c) terminate any outstanding commitments of the Bank to the Borrower; and (d) exercise any and or all rights, powers and remedies provided for in the Loan Documents or now or hereafter existing at law or in equity or by statute or otherwise.

15. Collection. If this Note is placed in the hands of an attorney for collection after its maturity (whether by acceleration, deceleration, extension or otherwise), the Borrower shall pay to the Bank on demand all costs and expenses including, without limitation, all attorney's fees and expenses incurred by the Bank in collecting the unpaid balance of the Principal Amount

or in successfully defending any counterclaim brought by the Borrower contesting the Bank's right to collect the unpaid balance of the Principal Amount. All of such costs and expenses shall bear interest at the default rate of interest described herein, from the date of payment by the Bank until repaid in full.

16. Intentionally Deleted.

17. Confession of Judgment. Intentionally deleted.

18. Remedies Cumulative. Each right and remedy of the Bank under the Loan Documents or now or hereafter existing at law or in equity by statute or other applicable laws shall be cumulative and concurrent, and the exercise of them shall not preclude the simultaneous or late exercise by the Bank of any or all such other rights and remedies. No failure or delay by the Bank to insist upon the strict performance of any provisions of this Note or of the Loan Documents or to exercise any right or remedy upon a default hereunder shall constitute a waiver thereof, or preclude the Bank from exercising any such right or remedy. By accepting full or partial payment after the due date of any amount of principal and interest on this note, or other amounts payable on demand, the Bank shall not be deemed to have waived the right either to require prompt payment when due and payable of all other amounts of principal or interest on this Note or other amounts payable on demand, or to exercise any rights and remedies available to collect all such other amounts due and payable under this Note.

19. Choice of Law; Consent to Jurisdiction. This Note shall be governed by, construed and interpreted in accordance with the laws of the State of Maryland (excluding the choice of law rules thereof). The Borrower signing this Note hereby (a) agree that all disputes and matters whatsoever arising under, in connection with, or incident to this Note shall be litigated, if at all, in and before a court located in the State of Maryland, United States of America, to the exclusion of the courts of any other state or country and (b) irrevocably submit to the non-exclusive jurisdiction of any Maryland court or federal court sitting in the State of Maryland in any action or proceeding arising out of or relating to this Note, and hereby irrevocably waive any objection they may have to the laying of venue of any such action or proceeding in such court and any claim they may have that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit or in any other manner provided by law.

20. Notice. Any notice, demand, request or other communication which the Bank or the Borrower may be required to give hereunder shall be in writing, and shall be given: (a) by hand-delivery; (b) by facsimile transmission; (c) by commercial overnight courier; or (d) by United States regular mail, postage prepaid. Such notice, demand, request or other communication shall be addressed as follows, or to such other addresses as the parties

may designate by like notice:

If to the Borrower: City of Takoma Park
7500 Maple Avenue
Takoma Park, Maryland 20910
Attn: City Administrator

If to the Bank: NationsBank, Maryland
10 Light Street
Baltimore, Maryland 21202
Attn: Edmund Bianchi

Any communication hereunder will be deemed given and effective (e) when actually received, in the case of hand delivery, (f) when deposited in the United States mail or with such courier, in the case of first class mail or overnight courier, or (g) when completely sent and received, as evidenced by a transmission report from sender's facsimile machine, in the case of facsimile transmission.

21. Invalidity of Any Part. In the event that any of one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Note operate or would prospectively operate to invalidate this Note, then and in any of those events, the following shall occur: (a) the provision(s) shall be enforced to the fullest extent of its validity, legality and enforceability; or (b) if such provision would operate so as to invalidate this entire Note, only such provision(s) shall be void as though not herein contained, and the remainder of the clauses and provisions of this Note will remain in full force and effect. In any event, if any such provision pertains to the repayment of the indebtedness evidenced by this Note, then and in such event, at the Bank's option, the outstanding Principal Amount, together with all accrued and unpaid interest thereon, shall become immediately due and payable. In no event shall this Note or the Loan Documents operate to cause the payment to the Bank by the Borrower or any Obligor of any amounts, whether for the use, forbearance of detention of money or for any other matter governed by the Loan Documents, which exceed the permitted maximum amounts therefor under the applicable law. If for any circumstances whatsoever fulfillment of such provision shall be prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity.

22. Public Purposes. The Borrower acknowledges and warrants that (a) the indebtedness evidenced by this Note and the "Obligations", as used herein, are incurred for a public purpose, and (b) all proceeds will be used solely in connection with such public purpose.

23. Miscellaneous. The paragraph headings of this Note are for convenience only, and shall not limit or otherwise affect any of the terms hereof. Words unused herein shall be deemed to refer

to the singular, plural, masculine, feminine or neuter as the identity of the person or entity or the context may require. This Note and related Loan Documents, if any, constitute, the entire agreement between the parties with respect to their subject matter and supersede all prior letters, representations, or agreements, oral or written, with respect therein. If this Note is a renewal, extension or modification of the terms of any existing obligation of the Borrower to the Bank, which obligation is secured by an interest in real property, the Borrower and the Bank agree that this Note is not intended as a novation, but is rather intended only to renew, extend or modify the Obligation to the extent applicable. The Bank may, without notice to or consent of the Borrower, sell, assign, transfer or grant participations in all or any part of the Obligations evidenced by this Note to others at any time and from time to time, and the Bank may divulge to any potential assignee, transferee or participant, and to any affiliate or subsidiary of the Bank all information; reports, financial statements and documents obtained in connection with this Note and any other Loan Documents or otherwise. No modification, change, waiver or amendment of this Note shall be deemed to be made by the Bank unless in writing signed by the Bank, and each such waiver, if any, shall apply only with respect to the specific instance involved. No course of dealing or conduct shall be effective to amend, modify, waiver, release or change any provisions of this Note or the Loan Documents. In addition, notwithstanding the entry of any judgment under or in connection with this Note, the unpaid balance of the Principal Amount shall continue to bear interest at the applicable rate or rates provided for in the Note. All Obligations of the Borrower to the Bank shall be binding upon and enforceable against the Borrower and the Borrower's personal representatives, successors, heirs and assigns. This Note may be executed in any number of counterparts, all of which when taken together shall constitute one Note.

24. WAIVER OF JURY TRIAL. THE BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY LITIGATION BETWEEN THE HOLDER OF THIS NOTE AND THE BORROWER ARISING OUT OF THIS NOTE.

25. Intentionally Deleted.

26. Intentionally Deleted.

IN WITNESS WHEREOF, and intending to create an instrument executed under seal, the Borrower(s) have duly executed this Note under seal as of the day and year first written above. Each of the undersigned adopts as his or her seal the word ("SEAL") appearing beside or near his or her signature below.

CITY OF TAKOMA PARK, MARYLAND

By: Kathy H. Porter
Kathy H. Porter, Mayor,
City of Takoma Park

Introduced by: Councilmember Stewart

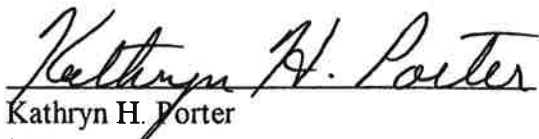
Resolution: 1998 - 48

Columbia Union College
Community Service Day 1998


- WHEREAS, a request was received by the City from student and faculty members of Columbia Union College; AND
- WHEREAS, this request expressed a desire to perform volunteer services in the City in order for them to give something back to their community; AND
- WHEREAS, on October 14, 1998 approximately 100 enthusiastic students, staff and faculty members of Columbia Union College volunteered approximately 400 hours of their time and effort; AND
- WHEREAS, these volunteers performed duties including spreading mulch at Spring Park, weeding and curb painting on Flower and Houston Avenues, flower planting in Old Town, and beautification activities on Lee Avenue, AND
- WHEREAS, in 1996 and 1997 the CUC community also volunteered for the City; AND
- WHEREAS, the City desires to extend sincere appreciation for a job well done and to thank the Columbia Union College community for its annual efforts to beautify the City of Takoma Park.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Takoma Park, on behalf of citizens and staff, hereby commends the students, staff and faculty members of Columbia Union College who participated in this volunteer effort on the exemplary contributions and service they have given to the City of Takoma Park, Maryland.

DATED this 19th day of October, 1998.


Kathryn H. Porter
Mayor

ATTEST:


Catherine E. W. Sartoph, CMC/AEE
City Clerk

**REGULAR MEETING, WORKSESSION AND EXECUTIVE SESSION
OF THE CITY COUNCIL**

Monday, October 12, 1998

OFFICIALS PRESENT:

Mayor Porter

Councilmember Chavez

Councilmember Elrich

Councilmember Rubin

Councilmember Stewart

Councilmember Williams

City Administrator Habada

Assistant City Administrator Hobbs

City Clerk Sartoph

Corporation Counsel Silber

Planning Center Coordinator Ludlow

Public Works Team Leader Shafer

Public Works Team Leader McKenzie

Public Works Robert Allen

OFFICIAL ABSENT:

Councilmember Hawkins

The City Council convened at 7:35 p.m. in the Council Chambers of the Municipal Building, 7500 Maple Avenue, Takoma Park, Maryland.

COUNCIL COMMENTS

Mayor Porter noted that Councilmember Stewart informed her that she has a conflict this evening, but will be arriving later. Ms. Porter stated that she would honor Ms. Stewart's request that a couple of items be held until her arrival.

ADDITIONAL AGENDA ITEM

Ms. Porter added a Resolution of Condolence for family of Phil Vogel to the end of the Regular Meeting agenda.

Councilmember Williams requested that a discussion of the confidential memo regarding Pine Avenue permit parking be added to the end of the Worksession agenda.

MINUTES

Moved by Chavez; seconded by Williams. The Council Meeting Minutes from 9/14, 9/28 and 10/05 were adopted unanimously. (VOTING FOR: Porter, Chavez, Elrich, Rubin, Williams; ABSENT: Hawkins, Stewart).

CITIZEN COMMENTS

Peggy Gray, 7413 Maple Avenue (on behalf of "Seniors of Franklin Apartments, 7620 Maple Avenue and Takoma Towers, Carroll Avenue), read a written statement regarding the "almost completed CVS store in Takoma" (attached.).

Benjamin Onyeneke, Maple Avenue (Generation X), sympathized with the concerns of senior residents about the CVS store. He questioned, however, whether the CVS engineer designed the building to be accessible. Mr. Onyeneke remarked about buildings around the county that are not accessible. He commented on the upcoming November 3, 1998, election in the District of Columbia, describing it as "a race of tests". He remarked about a white, Republican woman running for elected office in the District. If she loses the race, it will be an indication that there is a prejudice and racial problem in the District. Mr. Onyeneke commented on Proposition 59, and supported the legalization of marijuana for medicinal uses.

Nan Knight, 7211 Holly Avenue, said that people have been concerned about rumors regarding plans for street light changes. Holly Avenue is one of the safest streets in the City. She commented on the light study that was done in the neighborhood through which, some "dark spots" were identified. She said that she would be happy to see those spots better lit; but that she is concerned with the notion that the entire street will be re-lit with mercury-vapor lights. Police records show little to no crime in this area over the past year. She noted 3-5 crimes that occurred during the day. She questioned the urgency for changing the historic look of the street by installing the proposed lighting upgrades. Ms. Knight expressed concern that a change is going to be made on her street without an ample opportunity for citizen discussion. She presented a petition (attached) regarding the lighting proposal. She commented that she does not want this to be a divisive issue among neighbors, but that she would like some type of process whereby discussion occurs (e.g., evaluation of lighting, crime, and next steps).

Katherine Simpson, 7218 Cedar Avenue, said that about a year ago information was distributed to neighbors explaining that there was an interest in changing the lights in the neighborhood. She noted that she and her daughter came down and took a look at the lighting around the Municipal Building as an example of the intensity of the proposed lights. They did not particularly like the lights around the building. She received clarification from Councilmember Rubin regarding the lights that are being proposed. He noted that there will be no change in the lights near her home. She concluded by stating that she is not bothered by the current lighting.

Councilmember Rubin displayed a flyer which was circulated in the neighborhood and which may be causing some confusion about the proposal.

Marion Story, 7206 Holly Avenue, supported Ms. Knight's remarks, and said that when she distributed the petition on a small part of Holly Avenue, she found that a number of people were misinformed about an earlier petition and the lights which were being proposed. Residents were upset that the original petition actually called for a wholesale replacement of lights on all of Holly, and some said that they would not have signed the petition had they realized this. She suggested that a new petition be circulated. Ms. Story noted that 3 of 6 households expressed dismay that all of the lights were being discussed for replacement.

Hal Phipps, 7210 Holly Avenue, stated that he is appalled by the lack of public participation in this street lighting issue. He commented that he has lived here almost 30 years, and that the last time he remembers problems with the Mayor and Council not involving adequate citizen participation was when they proposed construction of a high rise building. He remarked about the lack of opportunity for citizen participation in this process. He referred to an attachment to the original petition that was circulated by the "more lighting" supporters, and described the attachment as identifying only the "dark spots" for lighting upgrades.

Mr. Rubin responded that there was no map attached to the petition. He read the original petition, and noted the reference to the "Fact Sheet" which was attached. The petition was signed by 76 persons, representing 80% of the households on Holly Avenue.

Mr. Phipps clarified that the proposal is to add lights on Holly all the way over to Spruce Avenue.

Mr. Rubin explained that the State Grant to afford this project was awarded to the City after many community meetings. The money is to be spent for better lighting of streets around the Metro area. The two streets that were polled by mail were Holly and Cedar. The other streets still need to be discussed (e.g., Birch, Dogwood, etc.). The money from this grant is wanted by just about everyone in the City, and a decision needs to be made about how to spend it the best. There is no concrete proposal at this point. The two streets that have been greatly involved in the process to this point are Holly and Cedar.

Mr. Phipps asked if there is potential for using the money in other areas of the City.

Mr. Rubin responded in the affirmative.

Mr. Phipps asked whether the proposal is to replace all of the street lights on Holly.

Mr. Rubin explained that eventually, all lights in the City will be replaced with mercury-vapor 100 watt bulbs. PEPCO is phasing-out the old lights as the bulbs die.

Mr. Phipps questioned the urgency to replace the bulbs.

Mr. Rubin said that the urgency was expressed by the Police Department in response to past records of muggings in the area. The Police feel that better lighting will help to keep the crime

level down. He said that the speaker has the documents related to the grant which include statistics, demonstrating the need for lighting.

Mr. Phipps clarified that the intent is that households who do not want lights in front of their homes can request that the lights not be changed.

Mr. Rubin noted that he has prepared a letter which will be mailed to the residents on Holly Avenue informing them that they can choose to keep the incandescent lights. Problems between adjacent neighbors over whether to keep the existing lights or accept the upgrade will need to be resolved between neighbors.

Mr. Phipps asked whether the budget amendment on the Council's agenda this evening includes money for street lights.

Ms. Porter explained that the amendment effects a move of money from one fund to another within the budget. It does not effect the spending of the money.

Mr. Phipps questioned whether there is going to be a public participation process on the other streets, since Mr. Rubin has already made up his mind about Holly and Cedar.

Mr. Rubin responded that he did not say that a decision has been made, but that he only noted the level of support. Right now, the only concrete plans for lights are on Holly and Cedar. He said that for other streets, the process of presenting all of the information to residents will be conducted as was done for Holly and Cedar.

Mr. Phipps stated that residents are not against new street lights. The map that was referred to earlier was attached to a petition (a map he prepared), and it identified where the dark spots were located. He expressed his concern about changing the lighting along portions of the street where there are not dark spots.

Mr. Rubin read the "Fact Sheet" which he prepared and which was attached to the original petition. He recalled the meeting that was held at Mr. Phipps' home. The point was made clear that the majority of people at the meeting (7 in attendance) wanted to keep the lighting as is for historic and aesthetic reasons. Also, people at that meeting agreed to lighting the dark spots. He noted that there are instances where people signed the original petition, but now better understand and would only favor lighting the dark spots.

Jeffrey Onsbocher, 7611 Holly Avenue, said that he does not understand the idea that there is a lack of lighting, explaining that he was able to read written material during his walk over here this evening in the dark. Crime is minimal in the area. He stated that he has lived at his residence since 1985. A lot of people here this evening do not believe in a lot of increased lighting. He said that he does not favor any increase. There has been little opportunity to hear from residents who do not want their homes illuminated by new lights.

Francis Phipps, 7210 Holly Avenue, said that neighborhood communication is very important, and that she has talked to a lot of people who feel that they need more light--no question about that. However, it is hard to distinguish the "disagreement" in the neighborhood. Everyone identifies the dark spots and supports lighting those areas. She named several individuals who she has talked to, and noted their reasons for signing the petition. Most residents signed the petition for lights just where they are needed. Ms. Phipps remarked that no one wants to hold up installation of lights in the sections where there is agreement. She noted that Public Works has been extremely helpful in determining the darker areas, and remarked that the disagreement among neighbors is due to a lack of process. She questioned who wrote the language of the original petition.

Mr. Rubin responded that he had.

Ms. Phipps said that Mr. Rubin stated to her that he made an "executive decision" that the lights will be installed because the area doesn't have a citizens association to help draw a consensus of neighbors. Of the surveys sent out, 11 were returned. The one point that was agreed upon in the responses was replacement of a bulb that is no longer in part of this discussion. Public Works has tried very hard to get information out to residents. However, the information is very complicated. Citizens are not sure what is being discussed (e.g., level of wattage, illumination, etc.). It is absolutely crucial that we begin to get the word out.

Ms. Phipps commended the Police Department for being active and pro-active, and went on to comment about the goals described in the grant proposal which obtained the funds for the lighting project. She agreed with the teamwork approach, but opposed the wholesale replacement of lights. She remarked about the supporting material for the grant application, in particular the citations (3 of 4 are not well-fitted to the application). The one applicable citation deals with more lighting in park lands and paths. Said that she believes Councilmember Elrich agrees with her on process and democracy, and said that she appreciates Ms. Porter taking the time over the weekend to talk to her. There are different types of lighting. She noted and described each. There is very little real analysis that documents the need and/or impact of lighting on a neighborhood. Ms. Phipps commented on how the City of Cambridge, Massachusetts, handled this same type of issue, and explained how a citizens advisory committee was instrumental in addressing the issue. Lighting historic areas requires a host of issues (e.g., political, historic, aesthetic, etc.). The City should use the Massachusetts model. Ms. Phipps suggested that the "dark spots" get treatment now, but commented that for the rest of the street and other streets, she would like to see a better process established before moving forward. She asked if this would be a suitable solution.

Mr. Rubin noted that there was a leaflet distributed on Holly (read the leaflet), and pointed out that the "industrial lighting" remark is incorrect. We are not talking about industrial lighting; we are talking about lighting that already exists on 3/4 of the streets in the City. He said that a lot of people he spoke with said that they signed the alternate petition because they thought they would be getting "industrial lighting." He read from his notes taken at the citizens meeting which was

held at the Phipps' home.

Mr. Rubin observed that there is a lot of misinformation that has been stated tonight. He recalled that there were approximately eight muggings on and near Holly from 1996-1997. Police did many things to alleviate this problem. There were two rather large community meetings (one at Wolfgang Mergner's house) which drew approximately 200 people. As a result of those meetings, a number of public safety efforts arose. There was overwhelming support for better street lighting. The police applied for grant funds. He noted that the gang, responsible for the muggings, was caught. After the two community meetings, there were two other meetings sponsored by the Public Works Department focusing on lights. One was held in City Hall (attended by 5 residents). Then the second meeting was held at the Phipps' house (9 households represented; 7 of which indicated that they would like to brighten up the dark spots but keep lighting as it is). The numbers responding to the survey and the numbers of people attending the meetings were too small to accurately gauge community sentiment. It was decided at that meeting that one person "for" and one person "against" the lighting proposal would circulate a survey. Police kept pursuing the grant, and got it. Mr. Rubin said that he told people in favor of the lights and Ms. Phipps that the money was allocated for the project. He explained that he prepared a rather objective "Fact Sheet" as an attachment to the petition, and cited the results of the petition. This was done after two very misleading leaflets were distributed to residents of Holly, scaring them about "industrial lighting". As far as community process goes, four meetings, one mail survey and two petitions were conducted, all for a matter that deals with City services.

Mr. Rubin noted that since the time that the leaflets were distributed, he has received 12 calls from people who want more lighting and have asked that Council not listen to the small group opposed to the lights. He referred to Ms. Phipps' statement about his "executive decision", and explained that he was referring to his decision to make it possible for people who do not want the brighter lights to speak up and keep the incandescent lights (until bulbs need replacement). He suggested that the individuals who do not want the brighter lighting in front of their homes should not have it. But, because of the preponderance of people who are in favor of the lighting upgrades, the project should move forward.

Ms. Porter said that she does not have an objection to this item coming before the Council at a later date, but at this time, she wants to move on to other items on the agenda.

PROCLAMATIONS

1. Mayoral Proclamation recognizing October 17th as "Becca Lilly Day". The naming ceremony for the Becca Lilly Neighborhood Playground, located near the point where Long Branch joins Sligo Creek, will be held at 2:00 p.m. on Saturday, October 17.

Ms. Porter read the Proclamation for the record, adding that it honors a very brave and courageous member of the community. The intention is that the formal presentation of the

proclamation will occur at the playground dedication ceremony. She noted members of the family in the audience, who requested that the Proclamation be presented on Saturday. She apologized, explaining that she will be out of town on Saturday, but remarked that Councilmember Stewart will present the Proclamation on her behalf. Ms. Porter said that she is happy that we succeeded in getting the playground renamed, and concluded by saying that Becca was such an inspiration to so many people in the community.

2. Mayoral Proclamation recognizing October 22nd as Montgomery County's 4th Annual Diversity Day. Ms. Porter read the Proclamation for the record.

REGULAR MEETING

3. 2nd Reading Ordinance re: Speed Humps. Moved by Chavez; seconded by Elrich.

Councilmember Chavez noted that the President of the New Hampshire Gardens Citizens Association, Isiah Dupree is here this evening, since we were unable to get his letter of support downloaded from an e-mail message. Also present is the person who circulated the petition, as well as other members of the neighborhood.

Ms. Porter recalled last week's public hearing, and Mr. Chavez's efforts to have residents from the neighborhood here this evening.

Eugenio Romero, Glenside Drive, described Glenside drive as a narrow street, which provides access between Carroll and New Hampshire Avenues. There is on-street parking and a lot of children in the neighborhood. This presents a dangerous situation on the street. He stated that he has had his car hit twice, noting that a neighbor's car has also been hit. He presented a car's side-view mirror that was damaged last weekend. Speed humps would help to slow down motorists. No one respects the existing stop signs. Speed humps could discourage cut-through traffic. Neighbors will be more safe. Mr. Romero thanked the Council for supporting the speed humps.

David Marcus, 7512 Glenside Drive, said that he has lived there for 5 years. It is very important that the Council support this request. He described the area, and remarked about motorists ignoring stop signs on the street. He noted a letter from his neighbor who is unable to be here tonight and who supports the request (Michael L. Lastort, 7514 Glenside Drive). Mr. Marcus suggested that a Police officer park and observe how many people ignore the signs. He commented that people are drinking beer and smoking marijuana along the street. Residents are concerned. He agreed that the on-street parking makes the street even more narrow, limiting passage for on-coming motorists, and urged support for the ordinance.

(Councilmember Stewart arrived at 9:00 p.m.)

Victor Okee, 7503 Glenside Drive, recalled when Mr. Romero petitioned the neighborhood, adding that he was very pleased to see the petition being circulated. He expressed concern about resident safety (particularly, that of children), and commented on incidents of cars being damaged and attempted thefts from vehicles. There is a dangerous situation in this neighborhood. If the speed humps were installed, maybe they will be deterrents to the bad element. He encouraged the Council to support the ordinance, stating that there are a lot of the neighbors who support the request.

Isiah Dupree, President of New Hampshire Gardens Citizens Association, commended Mr. Romero for his initiative to circulate the petition. The Association's Executive Committee is all for any kind of deterrent which will slow traffic on Glenside Drive. He recognized that speed humps alone will not be the solution to the problems raised this evening. He urged residents to take down license plate numbers and report the license numbers to the Police Department. Hopefully, the Council will approve the speed humps and then get with the residents on the street about where to place the humps. He invited the Glenside Drive residents to the next meeting of the citizens association.

Ms. Porter stated her understanding that the speed humps will not be installed until next Spring, and explained the reasons.

Mr. Dupree noted that a request has been made to Public Works to install "Children at Play" signs along Glenside.

Mr. Chavez asked how many humps will be installed on the street.

City Administrator Habada said that usually, the exact number and locations are determined in the field by staff in coordination with residents.

Ms. Porter assured the audience that the speed humps will not be placed without consultation with the residents on the street.

Mr. Marcus noted that on the back of the piece of paper he submitted to the City Clerk there are some recommendations regarding the placement of the humps.

Councilmember Williams thanked the people who came this evening to speak, because up until now the Council had only heard from those who are opposed to the request. It is very helpful that the supporters came this evening.

Ms. Porter agreed, and added that she is also very happy to hear the support of the Executive Committee.

Ordinance #1998-38 was adopted unanimously at second reading, authorizing the installation of speed humps on Glenside Drive (between Anne Street and Kingwood Drive) (VOTING FOR:

Porter, Chavez, Elrich, Rubin, Stewart, Williams; ABSENT: Hawkins).

**ORDINANCE #1998-38
(Attached)**

4. 2nd Reading Ordinance re: FY99 Budget Amendment. Moved by Williams; Seconded by Elrich.

Ms. Porter noted a couple of changes to the ordinance since first reading--\$5,000 added for the CASA initiatives (to inform people about affordable housing opportunities); and a transfer to a number of departmental accounts to account for the FY99 salary increases that were adopted. She noted that we do not have agreement on both Union contracts at this time, but want to have the money set aside in the budget.

Ordinance #1998-40 was adopted unanimously at second reading, authorizing FY99 Budget Amendment No.1 (VOTING FOR: Porter, Elrich, Rubin, Stewart, Williams; ABSENT: Chavez, Hawkins).

**ORDINANCE #1998-40
(Attached)**

ADDITIONAL AGENDA ITEM

5. Resolution of Condolence. Ms. Porter referred to the Resolution expressing condolences to the family of Phil Vogel.

Councilmember Stewart described the resolution. She commented that Phil Vogel was a resident of the Longbranch-Sligo Neighborhood Association and very active in the community in many ways. He will be missed. She said that she appreciates the resolution, and made a motion to approve the resolution.

Ms. Porter remarked that she also had the pleasure of knowing Mr. Vogel and that he was very active in the community. She noted some of his contributions to the community. Certainly, he was a person who cared a great deal about the neighborhood, and who got actively involved and spent his time and energies in different efforts.

Mr. Williams said that he understands Mr. Vogel was a co-founder of Historic Takoma.

Ms. Stewart commented that Mr. Vogel contributed in many ways. She explained how he always carried a bag with him and picked-up trash in the community. She said that he contributed in many ways from the most humble to the more organized ways.

Resolution #1998-47 was adopted unanimously, expressing condolences to the family of Phil Vogel (VOTING FOR: Porter, Elrich, Rubin, Stewart, Williams; ABSENT: Chavez, Hawkins).

**RESOLUTION #1998-47
(Attached)**

WORKSESSION / EXECUTIVE SESSION / ADJOURNMENT

The Council moved into Worksession at 9:20 p.m. and later convened in Executive Session at 10:40 p.m. Following the Executive Session, the Council adjourned for the evening.

Executive Session 10/12/98 - Moved by Williams; seconded by Stewart. Council voted unanimously to convene in Executive Session at 10:40 p.m. in the Conference Room. OFFICIALS PRESENT: Porter, Chavez, Elrich, Rubin, Stewart, Williams. OFFICIAL ABSENT: Hawkins. STAFF PRESENT: Habada, Hobbs, Sartoph, Silber, Anderson. The Council received a briefing on the progress of mediation with Local 400, and discussed next steps (Authority: Annotated Code of Maryland, State Government Article, Section 10-508(a)(9)).

**A PETITION FROM THE CITIZENS OF HOLLY AVENUE
RELATIVE TO THE PLACEMENT AND TYPE OF STREET LIGHTS**

We, the undersigned, are firmly opposed to the replacement of *all* street lighting on Holly Avenue in Takoma Park with cobra-head streetlights. These fixtures are unsightly and not in keeping with either the historic or residential quality of the street. The replacement of all lighting on Holly with cobra head lights would lend an artificial, urban aspect to a street which for 100 years has managed to maintain the look and feel of Washington's first streetcar suburb.

We do, however, acknowledge that there may be a need for additional lighting at intersections along the street (where Holly meets Eastern, Tulip, and Dogwood Avenues), and will support efforts by the city council to install new fixtures *only* at those intersections, providing adjacent residents approve.

<u>Name</u>	<u>Address</u>	<u>Date</u>
Martin Collins	7211 HOLLY AVE	9/27/98
Nancy Knight	7211 HOLLY AVE	9/27/98
Rubin Adler	7209 Holly Ave.	9/27/98
Daniel Mayer	7215 Holly Ave	9/27/98
Sarah Hemphill	7215 Holly Ave	9/27/98
Stephen Smith	7213 Holly Ave	9/27/98
Jacqueline L. Newell	7213 Holly Ave.	9/27/98
Hal Phipps	7210 HOLLY AVE	9/27/98
MIKE PHIPPS	7210 HOLLY AVE	9/27/98
DAVE PHIPPS	7210 HOLLY AVE	9/27/98
Frances Phipps	7210 Holly Ave	9/27/98
Jillie Busto	7300 Holly	9/29/98

October 9, 1998

To: Members of Takoma Park Council

Kathy Porter
Mayor

From: Concerned Seniors of Takoma Park

Subject: Almost Completed CVS store in Takoma

For the past year, the community has been barraged with letters, essays, newspaper photos, newsletter articles - all presenting one view, an evil CVS was out to destroy Takoma Park. This all came from a handful of residents, posing as representative of all of Takoma Park, who were determined to have their way.

re: Lorraine Pearsall, a local nouser - of Historic Takoma, Inc. She resides a mile away from the site. She claims "official authority" - Ted Kowalchuk, a city employee nouser, who handles Pearsall's business while on Takoma payroll (my taxes) he, too, anti-CVS. - Bob Guldin, a lonely computer winker. He produces their anti-CVS smut almost da

These individuals, and a few others, live on the computer, have computer-friendly only meetings - At times, they gather in Kathy Porter, Mayor, too-long a Councilman, Larry Rubin, of au

ward. They swear they have an inside track. CVS, they say, will bring in gangs, drunkenness, druggies, burglaries, robberies and destruction of our property. I had an opportunity to read a couple of Searsall's letters to CVS headquarters. She accuses them of having filthy stores, rodents and other nutty things. She also wanted to redesign the proposed store to her design. She says they want to destroy the "Look" of Takoma Park. They ignored everything she wanted.

Let me tell you about this "Look".

I came to T.P. in 1980, from Somerset, MD a pretty little community in Friendship Heights. It was a bit over for me coming back from Michigan where I had spent 3 years with my youngest children as we restored our Michigan home to sell it, and go back to Chevy Chase, DC. While I had worked for 9 years at the White House and Capitol Hill, we rented out our Grand Rapids home - Now, we were serious - we were cutting the ties. But, it was 1980 and Chevy Chase real estate had gone to the sky - my Michigan dollars weren't good enough. Regretfully, I had to look elsewhere.

I was told about Takoma Park, Montgomery County. It was at the bottom of the heap. Its old houses

page 3 of 10

were inhabited by almost senile, old ladies and as rooming houses to groups, gangs, draggly-bearded and long haired hippies. Music played loud and into the night - Weeds grew tall - trash was burned in heaps in the back yards - "But the laws are going to change all that - Takoma is coming back". The smell of marijuana filled air would be cleansed. I went house hunting.

I found one that had not been chopped up as many had been - but, it had been vacant for 2 years after the owner died, and the estate couldn't be settled. Animals walked in and out through the broken windows in the glass-paned door. It was once a custom made cedar shake shingle home, built for a Maryland executive's family. It was so distressed I couldn't get an FHA mortgage or any long term until I had done a lot of rehabilitation. My children feared for me.

By 1988, I had done such a good job of stripping the aluminum off - the walls & ceilings of wallpaper and paint, the floors sanded - even the footings of the front porch rotted away long ago - rebuilt - lifted up from the ground. I hauled in soil and plants and bush. A number of people bought using me as their

mentor. A number of homes were bought by entrepreneurs for quick fix-ups and quick turnovers - Along came young, 2 working-parent families and they didn't care what price they paid. Real estate salespeople were amazed when at settlement there were suitcases full of cash, from their mom and pop banks. Houses were so in demand offers were made higher than the asking prices. But many houses were still sleamlike and except for a 2 block long strip along Carroll Avenue, the city did nothing to eliminate "tacky" Takoma. That is except for the landscaping around the City Hall.

From my view from Maple Avenue, a stroll up to Carroll, the "look" had not changed. On the left corner, an empty former bank - had a 3rd floor "Masons" meeting rooms - the 80 year old geezers, erected a cinder block structure out on the sidewalk 3 stories high - for an elevator to carry them to the 3rd floor. Ugly, no City official objected. Across the way, the other corner facing Carroll a filthy, car repair service. It has maybe 50 cars, pieces of cars, cars up on blocks. Every inch of the lot covered with cars or cars used for parts. I objected several years ago - Winston Carey had it vacant

with their For Sale sign - when the sign was gone I called them to find out what business was coming in. They said they were sorry they had lost their buyer, and because there was only 1 other interested party - they had sold it to a car repair man - very cheaply. No one from the city had ever contacted them - Next door is a Party - Truck Rental. This small lot is filled to the sidewalk with huge yellow trucks. Again, it's ugly and Takoma never tried to stop them.

Across the street getting closer to the Metro are several tiny rentals open, little take-out businesses they last a few months and are gone - Graffiti lines the store walls around them.

Going back to Maple, next to Shiraz's/Mason's is an abandoned structure once, were offices of a WATKINS coffee delivery - gone. Behind that is an abandoned 7 story building; it once belonged to Adventist church publishers - They moved to a suburban location. Next to them a branch of Suburban bank with an outdoor teller window - It is a popular "holdup" site for customers withdrawing in the evening.

Across from these structures now stands a beautiful new CVS store - with flowers and grass, where since older times, has been a

page 6 of 10

chunked up gravel parking lot - block long
6 ft chain link fence - maybe once was
Adventists - a gas boy covered with graffiti
announced a 20 year old concert. Many
times we heard over the years that a
Magnuders or a Kite-Aid were interested but
Takoma Park business strip objected. But
this time CVS paid no attention.

Now, this business strip, a long block
fired up by my town money is comprised
of a dozen or more miniature stores. There
is an abortion mill, an adult VIDEOS store,
perhaps 8 stores selling used clothing at
inflated prices - Value Village quality -
several stores selling low quality household
items - all used stuff, at inflated prices.
There are a few pizza pie delivery places
with low grade pies. They are all squished
into small spaces. There are 3 little diners
the kind you would ^{not} wear your good dress to
eat. ... And, a pharmacy smaller than any of my beds.

But, all this is for one reason. On Sunday
morning the Farmers Market opens in the
street - traffic is blocked and shoppers
come from far away - At this market,
ears of corn 50¢ to 75¢ ea. Green Beans 1^{lb} 50¢ + 2^{lb}

These shoppers fill the denser, the used stores and pay the inflated prices for whatever. Maple Avenue becomes a turnpike several rush hours with the traffic up & down ^{our} the way.

A few years ago, I attended a council meeting and complained that I wanted market prices reduced. I spoke to the market manager Mr. Reynolds, that we had a few hundred seniors who couldn't afford those prices. He said to tell the seniors to get off their asses and "get a job" - you live in a community of 300,000 houses - you have to pay the price. Now, I hear the Council signed giving them total control. I spoke to a Montgomery County official - he said it's the same in Silver Spring and elsewhere they decide what they will charge and no one can sell cheaper or they freeze them out. I told Reynolds I bought green beans for 59¢ lb. at their peak. & he doesn't pay store rent. He told me he wouldn't even pick his beans for less than \$1.39 lb. (which he was selling). The county men said he had lots of buyers willing to come in and let the public set the price - but these farm associations look them out and it seems Takoma Park Council agrees. Again, the "Look" of Takoma Park, I didn't comment on the flop-houses if you stroll

on Carroll Avenue beyond the boxes, where at any time the bags of garbage are torn open onto the street by loose animals. At one place, overlooking the porch are the bare buttocks of a roomer, in his bed no screen, no curtain his bed pushed over to the window - hangs outside. These are roomers in houses with absent landlords - keep walking, run down houses bare picture window covered with a safety pin ^{are} holding closed a falling down drape. Houses used to make money for out of town

To do our community some good, we should send out feelers to corporations tear down the Adventist hi-rise - flatten those no real purpose stores and bring in classy businesses, like the one classy Point of View store owned by Tom Radcliffe a nationally respected ^{by} films and stars of the entertainment world, a photographer.

Outside of spending money at Point of View, I haven't spent as much as \$50.00 up there in 18 years. Once, I ordered a book at Chuck and Dave's. It took 6 weeks to get it. I paid ^{recen} Don't you shop at CVS? He answered, of course, but I drive to it. I don't need one here.

page 9 of 10

Some months ago, I asked Kathy Porter not to position herself as sympathetic to these screw-balls trying to make trouble for our new CVS.

She has a good-will type of job as mayor and she should speak for all of us. When I saw her in newspaper photos with Pearoall I felt bad. Yesterday in Buddins latest piece in Penn Exchange he said they would sponsor a City Council resolution, in the Takoma Voice he described a boycott - hang posters, a rally or two, the only purchases late at night for diapers.

There is a Historic Takoma, Pearoall piece, stating she is now a United Way agent, requests we specify our donations go to her. It is outrageous that she advises an official Takoma city hall roll - she is listed on the directory - has a mail box and an extension - she, with such troubling views. What is happening at City Hall? Who gave her approval? Don't you read these pieces.

I believe Kathy Porter and maybe Mark Ekin for the Council should speak out and back away from this foolishness.

We are, perhaps 300 seniors who anxiously await CVS opening. As long as you give her official status she supposedly spouts your support we want you to officially welcome CVS, and

page 10 of 10

you don't have much time left.

A neighbor advises they are having an Open House on Wednesday - job applications will be available - they will open this month.

On Wednesday morning, my fellow seniors and I will be picked up by Paratransit for our Weekly Shopping - we go one week to Shoppers Food Warehouse, next to Langley Parkway. There are no CVS we can reach. We look forward to having one on Maple - We are 70-80-90 years old and enjoy shopping with canes and inhalers where we can spread our wings.

Perhaps, you could invite these people into the city hall and counsel them of the harm they are doing to the community.

Thank you,

Peggy Gray & Seniors of Franklin Ave
7620 Maple
and Lakona Towers
Carroll Ave

P.S. Olay, who dreamed up the Pen Exchange as a way to get to know each other - insisted we would not get into CIVIC matters - since he had to move to California to care for his parents, the COMPUTER WINKS with Larry Rubin have turned it into a civic mouthpiece, too bad.

MAYORAL PROCLAMATION

NAMING OCTOBER 17, 1998 "BECCA LILLY DAY"

WHEREAS, on Saturday, October 17, the Long Branch Neighborhood Playground will be renamed the Becca Lilly Playground; and

WHEREAS, the residents of Takoma Park and the entire Washington, D.C. area were touched and inspired by the story of young Becca Lilly's courageous six-year fight against cancer, from which she died in 1997; and

WHEREAS, Becca's continued enjoyment of life while facing daunting medical procedures and difficult choices makes clear to all that play is not frivolous, and that playgrounds and sports and fun are essential to the well-being of each of us and of our community as a whole; and

WHEREAS, the Longbranch-Sligo Neighborhood Association successfully requested that the Long Branch Neighborhood Playground be renamed for Becca as a celebration of her love of play, children and sports; and

WHEREAS, the Becca Lilly Playground will bring happiness and joy to children and adults for years to come.

NOW, THEREFORE, I, KATHRYN H. PORTER, MAYOR OF THE CITY OF TAKOMA PARK, MARYLAND, do hereby proclaim, on behalf of the City Council, staff and residents, that October 17, 1998 is to be "Becca Lilly Day."

ADOPTED this 12th of October, 1998

Kathryn H. Porter
Mayor

ATTEST:

Catherine E. W. Sartoph, CMC/AAE
City Clerk

MAYORAL PROCLAMATION

CELEBRATING MONTGOMERY COUNTY'S DIVERSITY DAY

WHEREAS, the City of Takoma Park is one of Montgomery County's most diversely populated jurisdiction having at least 101 cultures represented in our more than 18,600 residents; and

WHEREAS, the City of Takoma Park celebrates and recognizes the richness of community diversity through spirit-filled events; and

WHEREAS, the City of Takoma Park recognizes and values the unique strengths of its diverse workforce; and

WHEREAS, community and workforce diversity is one of our City's greatest and riches strengths and resource; and

WHEREAS, diversity is a vital element in sustaining democracy.

NOW, THEREFORE, I, KATHRYN H. PORTER, MAYOR OF THE CITY OF TAKOMA PARK, MARYLAND, on behalf of the City Council, staff and residents, do hereby celebrate and recognize Montgomery County's 4th Annual Diversity Day to be held on October 22, 1998.

ADOPTED this 12th of October, 1998.

Kathryn H. Porter
Mayor

ATTEST:

Catherine E.W. Sartoph, CMC/AAE
City Clerk

Introduced By: Councilmember Stewart

RESOLUTION OF CONDOLENCE
#1998 - 47

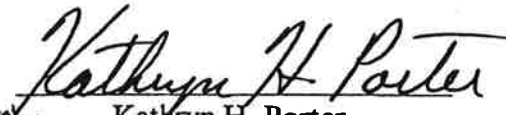
WHEREAS, Council was saddened to learn of the death of Phil Vogel, a longtime resident and active citizen of Takoma Park; and

WHEREAS, Mr. Vogel showed his concern for the residents of this community through his many activities; and

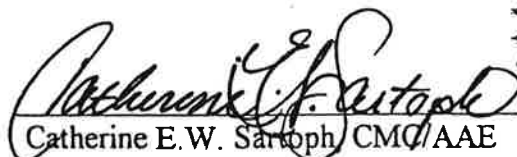
WHEREAS, he will be remembered for the generous contribution of his time and knowledge over more than fifteen years to protect the Sligo Creek and adjacent areas and as a member of the Sligo Creek Hiker/Biker Advisory Committee and also for serving as an Election Judge.

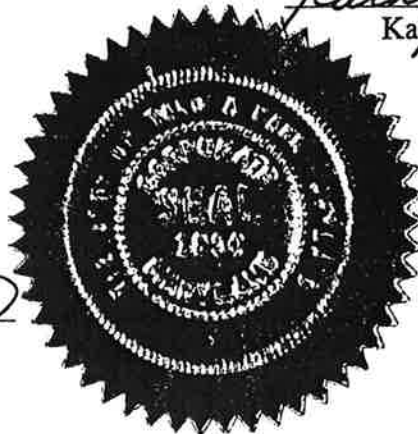
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Takoma Park, Maryland, on behalf of its employees and citizens of the community, that we hereby extend to Mr. Vogel's family, this expression of heartfelt sympathy.

Adopted this 12th day of October, 1998.


Kathryn H. Porter
-Mayor

ATTEST:


Catherine E. W. Sartoph CMC/AAE
City Clerk



Introduced by: Councilmember Chavez

1st Reading: 9/28/98
2nd Reading: 10/12/98

ORDINANCE #1998-38

**SPEED HUMP PETITION
GLENSIDE DRIVE**

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

SECTION 1. THAT Ordinance No. 2676, adopted June 27, 1983, be amended by the addition of a new subsection to Section 1, as set forth below:

That speed hump installations, as defined in Sec. 13-2(a)(14.2) of the Code of Takoma Park, Maryland, 1972, as amended, be effected at the following locations:

Glenside Drive (between Anne Street and Kingwood Drive), exact number and location of speed humps shall be at the discretion of the City Administrator; AND

SECTION 2. THAT this Ordinance becomes effective upon adoption.

ADOPTED this 12th day of October, 1998.

AYE: Porter, Chavez, Elrich, Rubin, Stewart, Williams

NAY: None

ABSTAIN: None

ABSENT: Hawkins

Introduced by: Councilmember Stewart

First Reading: 9/28/98
Second Reading: 10/12/98

**ORDINANCE NO. 1998-40
FY 99 BUDGET AMENDMENT NO. 1**

BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF TAKOMA PARK, MARYLAND THAT

SECTION 1. The Fiscal Year 1999 Budget be amended as follows:

Technical amendment

The total General Fund expenditures listed in Budget Ordinance 1998-16 Section 3., is amended to read \$11,029,158 instead of \$10,999,158.

General Fund Transfer to Special Revenue Fund

- a. Transfer \$15,000 from General Fund Capital Budget to Account 9200-8100, Special Revenue Fund Transfer as matching funds to State funds received from the Governor's Crime Prevention Commission.

General Fund - Revenues

- a. Increase revenue account 0001-3605, Bond proceeds, by \$38,000 for bond funded projects carried over into FY 99.
- b. Appropriate \$3,300 into account 0001-3686, Takoma Foundation, for grant revenues received.
- c. Increase appropriation from Equipment Replacement Reserve by \$52,000 as carryover of FY 98 capital budget projects for completion of two roof projects – Library roof replacement and Public Works Maintenance roof replacement.
- d. Appropriate \$26,000 from prior years surplus/unappropriated reserve to fund capital and operating budget projects that were not completed in FY 98 (\$16,000 for PW operating budget to install dehumidifier to service all of the basement area of the police department, \$10,000 for PW operating budget for street sweeping).
- e.
- f.

General Fund - Expenditures

- a. Increase Capital Budget, Account 9100-8004, by \$38,000 to fund carryover bond projects as follows:
 - 1) \$23,000 for replacement of public works radios.
 - 2) \$15,000 for Public Works building renovation.

- b. Appropriate \$2,000 to Landlord Tenant Account 5200-6153, Takoma Foundation grant funds for the costs of Community Mediation Volunteer training.
- c. Appropriate \$1,300 to Recreation Account 4100-6153, Takoma Foundation grant funds for recreation programs including the Vector jazz concert and the Dungeons and Dragons program.
- d. Appropriate \$26,000 to the following accounts:
 - \$10,000 to account 3600-6145 for street sweeping
 - \$16,000 to capital budget account 9100-8000 for installation of a dehumidifier in the police department - basement area

Special Revenue Fund - Revenues

- a. Appropriate \$36,000 to Account 0010-3394, for street lighting improvements grant funds received from the Governor's Crime Prevention Commission
- b. Increase General Fund transfer, Account 0010-3385, by \$15,000, to account for transfer of funds from the General Fund capital budget as matching funds to state grant funds received for street light improvements.
- c. Appropriate \$5,000 to new account 0010-3720, for Edge Community initiative.

Special Revenue Fund - Expenditures

- a. Appropriate \$51,000 to Account 0010-7242, for street lighting improvements in the City.
- b. Appropriate \$5,000 to Account 0010-6830, for Edge Community initiative (CDBG) to provide services for tenant organizing by CASA de Maryland.
- c.

General Fund - Transfers to Expenditure Accounts

- a. Transfer \$221,007 from Non-departmental Account # 9000-8200, to the following departmental salary accounts for FY 99 salary increases:
 - 1. \$15,223 to Govt. Admin. Account 1120-4010;
 - 2. \$9,158 to Finance, Account 1130-4010 and 1150-4010
 - 3. \$7,974 to Police - Office of the Chief, Account 2100-4010
 - 4. \$13,418 to Police - Special Enforcement Unit, Account 2200-4010
 - 5. \$47,753 to Police - Patrol, Account 2300-4010
 - 6. \$9,040 to Police - CID, Account 2400-4010
 - 7. \$7,379 to Police Administration, Account 2500-4010
 - 8. \$5,044 to Public Works Administration, Account 3100-4010
 - 9. \$5,452 to Public Works Building Maintenance, Account 3200-4010

10. \$5,048 to Public Works Equipment Maintenance, Account 3300-4010
11. \$9,650 to Public Works Parks, Account 3400-4010
12. \$17,095 to Public Works Solid Waste, Account 3500-4010
13. \$12,514 to Public Works Streets, Account 3600-4010
14. \$16,536 to Recreation accounts 4100-4010, 4200-4010, 4300-4010, 4400-4010, 4500-4010, 4100-4015, 4200-4015, 4300-4015, 4400, 4015
15. \$24,622 to Housing & Community Development accounts 5100-4010, 5200-4010, 5300-4010, 5400-4010, 5500-4010
16. \$1,202 to Media, Account 6000-4010
17. \$13,899 to Library, Account 7000-4010

SECTION 2. THAT this Ordinance shall become effective upon adoption

Adopted this 12th day of October, by Roll Call vote as follows:

AYE: Porter, Elrich, Rubin, Stewart, Williams
NAY: None
ABSTAIN: None
ABSENT: Chavez, Hawkins

o-99ba1

**SPECIAL SESSION, INTERVIEWS, WORKSESSION & EXECUTIVE SESSION
OF THE CITY COUNCIL**

Monday, October 19, 1998

Executive Session 10/12/98 - Moved by Williams; seconded by Stewart. Council voted unanimously to convene in Executive Session at 10:40 p.m. in the Conference Room. OFFICIALS PRESENT: Porter, Chavez, Elrich, Rubin, Stewart, Williams. OFFICIAL ABSENT: Hawkins. STAFF PRESENT: Habada, Hobbs, Sartoph, Silber, Anderson. The Council received a briefing on the progress of mediation with Local 400, and discussed next steps (Authority: Annotated Code of Maryland, State Government Article, Section 10-508(a)(9)).

OFFICIALS PRESENT:

Mayor Porter

Councilmember Chavez

Councilmember Elrich

Councilmember Hawkins

Councilmember Rubin

Councilmember Stewart

Councilmember Williams

City Administrator Habada

Assistant City Administrator Hobbs

City Clerk Sartoph

Assistant Corporation Counsel Perlman

Community Development Coordinator Sickel

Planning Center Coordinator Ludlow

The City Council convened at 7:40 p.m. in the upstairs meeting room of the Municipal Building, 7500 Maple Avenue, Takoma Park, Maryland.

ADDITIONAL AGENDA ITEM -- SPECIAL SESSION

1. Resolution re: Columbia Union College (CUC) Community Service Day 1998.

Mayor Porter explained the resolution, thanking the students of CUC for participating in Community Service Day 1998.

Councilmember Stewart noted that she is going to present the resolution on Wednesday at the Chapel service at CUC, in recognition of their community service on October 14.

Moved by Stewart; seconded by Chavez.

Resolution #1998-48 was adopted unanimously, commending the students, staff and faculty

members of Columbia Union College who participated in this volunteer effort on exemplary contributions and service they have given to the City (VOTING FOR: Porter, Chavez, Elrich, Hawkins, Rubin, Stewart, Williams).

**RESOLUTION #1998-48
(Attached)**

INTERVIEWS / WORKSESSION / EXECUTIVE SESSION / ADJOURNMENT

The Council moved into Worksession at 7:42 p.m. and later convened in Executive Session at 10:05 p.m. Following the Executive Session, the Council adjourned for the evening.

Executive Session 10/19/98 - Moved by Hawkins; seconded by Williams. Council voted unanimously to convene in Executive Session at 10:05 p.m. in the Conference Room.
OFFICIALS PRESENT: Porter, Chavez, Elrich, Hawkins, Rubin, Stewart, Williams.
STAFF/OTHERS PRESENT: Hobbs, Robert Slavin, Ed Sharp. The Council discussed the finalist candidates for the City Administrator position as recommended by the Candidate Selection Committee. The Council selected a smaller number of candidates for background checks (Authority: Annotated Code of Maryland, State Government Article, Section 10-508(a)(1)(i)).

Introduced by: Councilmember Stewart

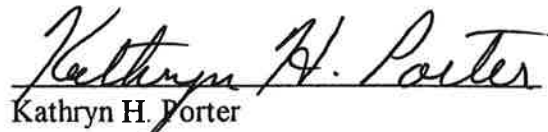
Resolution: 1998 - 48

Columbia Union College
Community Service Day 1998


- WHEREAS, a request was received by the City from student and faculty members of Columbia Union College; AND
- WHEREAS, this request expressed a desire to perform volunteer services in the City in order for them to give something back to their community; AND
- WHEREAS, on October 14, 1998 approximately 100 enthusiastic students, staff and faculty members of Columbia Union College volunteered approximately 400 hours of their time and effort; AND
- WHEREAS, these volunteers performed duties including spreading mulch at Spring Park, weeding and curb painting on Flower and Houston Avenues, flower planting in Old Town, and beautification activities on Lee Avenue, AND
- WHEREAS, in 1996 and 1997 the CUC community also volunteered for the City; AND
- WHEREAS, the City desires to extend sincere appreciation for a job well done and to thank the Columbia Union College community for its annual efforts to beautify the City of Takoma Park.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Takoma Park, on behalf of citizens and staff, hereby commends the students, staff and faculty members of Columbia Union College who participated in this volunteer effort on the exemplary contributions and service they have given to the City of Takoma Park, Maryland.

DATED this 19th day of October, 1998.


Kathryn H. Porter
Mayor

ATTEST


Catherine E. W. Sartoph, CMC/AEE
City Clerk