

Introduced by: Councilmember Qureshi

CITY OF TAKOMA PARK, MARYLAND

RESOLUTION 2017-3

RESOLUTION EXERCISING COUNCIL'S OPTION TO AUTHORIZE SOLICITATION OF ALTERNATIVE ANCHOR TENANT FOR TAKOMA JUNCTION DEVELOPMENT PROJECT

WHEREAS, the City purchased the parking lot at the Takoma Junction in 1995 for the purposes of stabilizing this small but important historic neighborhood commercial district and facilitating the revitalization of the area; and

WHEREAS, a Request for Proposals for redevelopment of the Takoma Junction property was issued in 2014 with the aim of revitalizing the commercial district and locally-owned, independent businesses and improving the aesthetic appeal of the district in a contextually sensitive and environmentally sustainable manner; and

WHEREAS, on April 13, 2015, Council Resolution 2015-19 authorized the negotiation of an agreement with Neighborhood Development Company, LLC (NDC) for redevelopment of the City-owned lot; and

WHEREAS, the City and NDC executed a Development Agreement (Agreement) on August 1, 2016, specifying the priorities of the Council and establishing the process guiding the redevelopment of the City-owned lot; and

WHEREAS, the Agreement details the prospect that NDC and the Takoma Park Silver Spring Co-op (Co-op) would sign a Letter of Intent regarding the Co-op's participation in the project within 120 days of the effective date of the agreement; and

WHEREAS, on December 7, 2016, the Council, having been advised that NDC and the Co-op were unable to reach an agreement on the desired Letter of Intent by the established deadline, adopted Resolution 2016-46 extending the negotiation period by 30 days to January 6, 2017 as permitted under the terms of the Agreement; and

WHEREAS, on January 11, 2017, the Council was advised that NDC and the Co-op, despite continued discussions, remained unable to reach agreement on a Letter of Intent; and

WHEREAS, in the event a Letter of Intent is not submitted by the extended deadline, Section 4 of the Agreement gives the City, at its sole discretion, the authority to:

- (a) require NDC to seek a letter of intent with another anchor tenant for the project other than the Co-op and to provide reasonable accommodation to the Co-op for the continued operation of its business in its current facility, or
- (b) terminate the Agreement upon ten business days notice to NDC and to pay NDC an amount up to Seventy-Five Thousand Dollars (\$75,000.00) for reasonable, out of pocket costs incurred as of the date of the termination.

WHEREAS, the Agreement does not provide for further extension of the negotiation period between NDC and the Co-op; and

WHEREAS, the Council strongly encourages NDC and the Co-op to continue to work together to advance the City's goals of facilitating the revitalization of the Takoma Junction and to facilitate the expansion and continued operation of the Co-op.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF TAKOMA PARK, MARYLAND authorizes Neighborhood Development Company LLC to commence seeking a letter of intent with another anchor tenant for the Takoma Junction project other than the Takoma Park Silver Spring Co-op.

BE IT FURTHER RESOLVED THAT Neighborhood Development Company, LLC is to provide to provide reasonable accommodation to the Takoma Park Silver Spring Co-op for the continued operation of its business at its current premises pursuant to the Development Agreement.

Adopted this 11th day of January, 2017

Attest:

Jessie Carpenter, CMC
City Clerk