

Agenda of the Mayor & City Council Work Session City of Mount Rainier

Mount Rainier City Hall
1 Municipal Place
Mount Rainier, Maryland 20712

Tuesday, March 17, 2020

Items for discussion:

Suggested Discussion Time:

1. Call To Order
2. Review of the Agenda
3. Closed Session Summary
Vice Mayor Knedler will read the Closed Session Summary from March 3, 2020.
4. Challenge to Chuck's Liquor License (20 Min)
Mayor & City Council will discuss the challenge to Chuck's liquor license.
5. Clean Energy Resolution (15 Min)
The Green Team will present their findings and Recommendations for how the City could move towards a more carbon neutral footprint.
6. Composting Plan (15 Min)
The Green Team will present their findings and potential options the City may want to consider if it should like to pilot a composting program in Mount Rainier.

7. **3709 34th Street & 3101 Arundel Road Discussion** (15 Min)
Mayor & City Council will discuss the variance request located at 3709 34th Street & driveway at 3101 Arundel Rd.
8. **3602 Oak Lane DPIE Permit #SDFG 51698-2019** (10 Min)
Mayor & City Council will discuss 3602 Oak Lane DPIE Permit #SDFG 51698-2019.
9. **Artist Lofts** (10 Min)
Mayor & City Council will hear an update / status report on the condition of the building, repairs made & next steps with regards to the Artist Lofts.
10. **Bike Co-Op** (10 Min)
Mayor & City Council will discuss the status & timeline of completion of the Bike Co-Op.
11. **EV Charging Stations** (10 Min)
Mayor & City Council will discuss finalizing the project installation of EV Charging Stations in the City.
12. **Memorandum of Understanding For Spring Park** (10 Min)
Mayor & City Council will discuss the Spring Park MOU between Little Friends of Peace & City of Mount Rainier. (33rd & Shepherd Street)
13. **31st Street Pocket Park** (15 Min)
Mayor & City Council will discuss the MNCPPC approved community design for a native community food forest located at the 31st Street Pocket Park.
14. **Native Plant Network** (15 Min)
Councilmember Chesek will discuss his plans to organize a Native Plant Network in Mount Rainier and seek input from Mayor & City Council.
15. **Mount Rainier Police Department Investigation** (10 Min)
Mayor & City Council will discuss the request for an investigation into missing documents from City Hall.

16. Schedule of Fees – Dumpster & Home Business Licenses (15 Min)

*Mayor & City Council will discuss Ordinance 02-2020:
Schedule of Fees regarding the dumpster and home business
license fees.*

17. Civic Center Funding (20 Min)

*Mayor & City Council will discuss the funding for the
Civic Center Project.*

18. Resolution 06-2020 Census 2020 (10 Min)

*Mayor & City Council will discuss the proposed
Resolution 06-2020 for Mount Rainier Census 2020 Count.*

19. Proposal To Go Into Closed Session

According to the Annotated Code of Maryland, the Mayor and City Council of the City of Mount Rainier Maryland have the statutory authority to close a session under general provisions article § 3-305(b) for the reasons of subsection 1 & 3: (1)___“To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals”; (3)___ “To consider the acquisition of real property for a public purpose and matters directly related thereto”.

The Mayor & City Council propose to go into Closed Session, following the Work Session of Mayor & City Council, Tuesday, March 17, 2020 to discuss Personnel Issues & Real Estate Negotiations.

CLOSED SESSION SUMMARY SHEET TO BE READ INTO RECORD

Date: March 3, 2020

Time: 9:45 PM

Location: City Hall: 1 Municipal Place Mount Rainier, Maryland 20712

Closed Under Annotated Code: 3-305 b (1) "To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals".

Those Who Voted To Go Into Closed Session: Mayor Malinda Miles, Councilmember Bryan Knedler, Councilmember Scott Cecil, Councilmember Celina Benitez & Councilmember Luke Chesek

Unanimous of Elected Officials In Attendance: 4-0-0

Those In Attendance: Mayor Malinda Miles; Councilmember Bryan Knedler; Councilmember Scott Cecil; Councilmember Celina Benitez & Councilmember Luke Chesek; Latasha C. Gatling & Elissa Levin - City Attorney.

Actions Taken: No Votes Were Taken, Please See Relevant Notes.

Topics Discussed: Discussion of personnel matters & review of City Manager resumes.

Relevant Notes: Discussion of personnel matters; review of City Manager resumes. Ask D'Alizza Mercedes to schedule phone interviews.



THE PRINCE GEORGE'S COUNTY GOVERNMENT

BOARD OF ZONING APPEALS

BOARD OF ADMINISTRATIVE APPEALS

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

NOTICE OF HEARING

Date: January 21, 2020

Petitioner: Marvin Perdomo Lopez

Appeal No.: V-163-19

Hearing Date: WEDNESDAY, FEBRUARY 5, 2020, AT 6:00 P.M. EVENING

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

Appeal has been made to this Board for permission to validate existing conditions (lot size, front building line, front yard, side yard and lot coverage) and obtain a permit building to install concrete driveway pad on existing gravel driveway on R-55 zone (One-Family Detached Residential) property known as Lot 22, Block 6, Rhode Island Avenue Addition to Mount Rainier Subdivision, being 3709 34th Street, Mount Rainier, Prince George's County, Maryland, contrary to the requirements of the Zoning Ordinance.

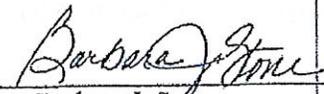
The specific violation resides in the fact that Zoning Ordinance Section 27-442(b)(Table I) prescribes that each lot shall have a minimum net lot area of 4,800 square feet. Section 27-442(d)(Table III) prescribes that each lot shall have a minimum width of 50 feet measured along the front building line. Section 27-442(e)(Table IV) prescribes that each lot shall have a front yard at least 25 feet in depth. Section 27-442(e)(Table IV) prescribes that each lot shall have a side yard at least 8 feet in width. Section 27-442(e)(Table II) prescribes that not more than 30% of the net lot area shall be covered by buildings and off-street parking. Variances of 15 square feet net lot area, 10 feet front building line width, 12.5 feet front yard depth, 5 feet side yard width and 15% net lot coverage were requested.

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

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

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

BOARD OF ZONING APPEALS

By: 
Barbara J. Stone
Administrator

cc: Petitioner
Adjoining Property Owners
Park and Planning Commission
City of Mount Rainier

2/5/20

APPEAL NO. V-163-19

(USE BLACK INK ONLY)
PLEASE READ ALL INSTRUCTIONS
BEFORE FILLING OUT APPLICATION

TO: BOARD OF ZONING APPEALS FOR PRINCE
GEORGE'S COUNTY, MARYLAND
County Administration Building, Room L-200
14741 Governor Oden Bowie Drive
Upper Marlboro, Maryland 20772
(301) 952-3220



APPLICATION FOR A VARIANCE

(If variance is being applied for due to receipt of a Violation Notice, a copy of the notice is required.)
For assistance in completing questions below, see corresponding paragraphs on *Instructions to Applicants*, which is designed to help you fill out this form.

Owner(s) of Property Marvin O Perdomo Lopez
(AS SHOWN ON DEED)
Address of Owner(s) 3709 34th street
City Mount Rainier State MD Zip Code 20712
Telephone Number (home) _____ (cell) 202-679-8376 (work) _____
E-mail address: perdomomarvin@gmail.com

Location of Property involved:
Street Address 3709 34th street
City Mount Rainier
Lot(s) 22 Block 6 Parcel _____
Subdivision Name Rhode Island Avenue

Professional Service:

Engineer Contractor Architect: (if different from above): (circle one)
Name: Dudley and Associates, Inc. Phone Number: 301-888-1111
Address: 14604 Elm street upper Marlboro MD 20772 Email Address: orders@dudley.biz

Attorney representing applicant: (If applicable)

Name: _____
Address: _____ Phone Number: _____
Email Address: _____

Association Name(s) & Address(es) (Homeowners/Citizens/Civic and/or Community):

Name: N/A

Address: _____

Municipality (Incorporated City/Town)

Name Mount Rainier

What will be or has been constructed on the property which has required a variance? _____

Install concrete driveway pad on existing gravel driveway.

Has a Violation Notice / Stop Work Order /Correction Notice been issued to the Property Owner regarding this property?

No Yes _____ Date Issued: _____ Violation Notice No. # _____

Inspector's Name: _____

Do you need the services of a foreign language interpreter at your hearing? (\$30.00 fee required)

Yes _____ No

Foreign Language: _____

Marvin Perdomo
Signature of Owner/Attorney

Marvin O Perdomo Lopez.
Printed Name

IMPORTANT:

Failure to provide complete and accurate information on this application may delay or jeopardize consideration of the request. Applications on which all required information is not furnished will be returned for completion before processing.

Approval of a variance is not a guarantee that further review will not be necessary by other governmental authorities. For further information regarding Board of Zoning Appeals policies and procedures, see Sections 27-229 through 27-234 of the County Zoning Ordinance and/or the Board's website at <http://pgccouncil.us/>.

FOR OFFICE USE ONLY

Filing Fee Paid: \$ 200

CKM.O. # 422

By: Teresa Perdomo
3709 34th Street
Mount Rainier, MD 20712

Sign Posting Fee Paid: \$ 30.00

CKM.O. # 423

By: Teresa Perdomo
3709 34th Street
Mount Rainier, MD 20712

Translation Services: \$ _____

CKM.O. # _____

By: _____

Re-advertisement: \$ _____

CKM.O. # _____

By: _____

Property Zone:	<u>R-55 (one-family detached Residential)</u>
Overlay Zone:	<u>_____</u>
Previous Activity: I.e.: Variance, PB Action,	<u>_____</u>
Violation Notice #: Yes <input type="radio"/> No <input checked="" type="radio"/>	

LOT COVERAGE WORKSHEET

NET LOT SIZE 4,785 SQUARE FEET

30 % LOT COVERAGE ALLOWED 1,435.5 SQUARE FEET

STRUCTURE/PARKING

MEASUREMENTS

SQUARE FOOTAGE

HOUSE

20.5 x 40.5

830.25

GARAGE/CARPORT

DRIVEWAY

10 x 6.5
12 x 15

650
180

> 830

PORCH/SUNROOM

6 x 19.5
12 x 20.5

117
246

> 363

SHED(S)

10 x 15

150

ADDITION(S)

OTHER: _____

TOTAL LOT COVERAGE

2,173.25

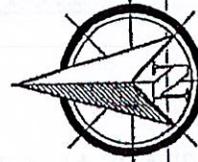
TOTAL % NET LOT COVERAGE

45 %

TOTAL % OVER NET LOT COVERAGE

15 % (737.8 S.F.)

NOTE:
ENCROACHMENTS
MAY EXIST



P.B. A @ 6

S 01°52' W 40'



4,785 SF

LOT 22

S 88°08' E
115.24'

N 88°08' W
123.55' (Comp)
123.72' (Plat)

Approved for Soils, Grading
and Drainage

By: *AWS* 11/4/19
Date

Permit #: 51844-2019-00

ONLY for single driveway
pad.



INSTALL
CONCRETE
DRIVEWAY
PAD
ON EXISTING
GRAVEL
DRIVEWAY

CONC. WALL

N 13°36' E ± (Comp)
N 12°46' E (Plat)
40.83'

34TH STREET

EX. DRIVEWAY
APPROX.

THE LEVEL OF ACCURACY OF
DISTANCES TO APPARENT
PROPERTY LINES IS: 2'±

LOCATION DRAWING OF:
#3709 34TH STREET
LOT 22 BLOCK 6
RHODE ISLAND AVENUE ADDITION TO
MOUNT RAINIER
PLAT BOOK A, PLAT 6

- LEGEND:**
- X- FENCE
 - B/E - BASEMENT ENTRANCE
 - B/W - BAY WINDOW
 - BR - BRICK
 - BRL - BLDG. RESTRICTION LINE
 - BSMT - BASEMENT
 - CS - CONCRETE STOOP
 - CONG - CONCRETE
 - D/W - DRIVEWAY
 - EX - EXISTING
 - FR - FRAME
 - MAC - MACADAM
 - G - GATE

A Land Surveying Company

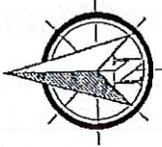


DULEY
and
Associates, Inc.

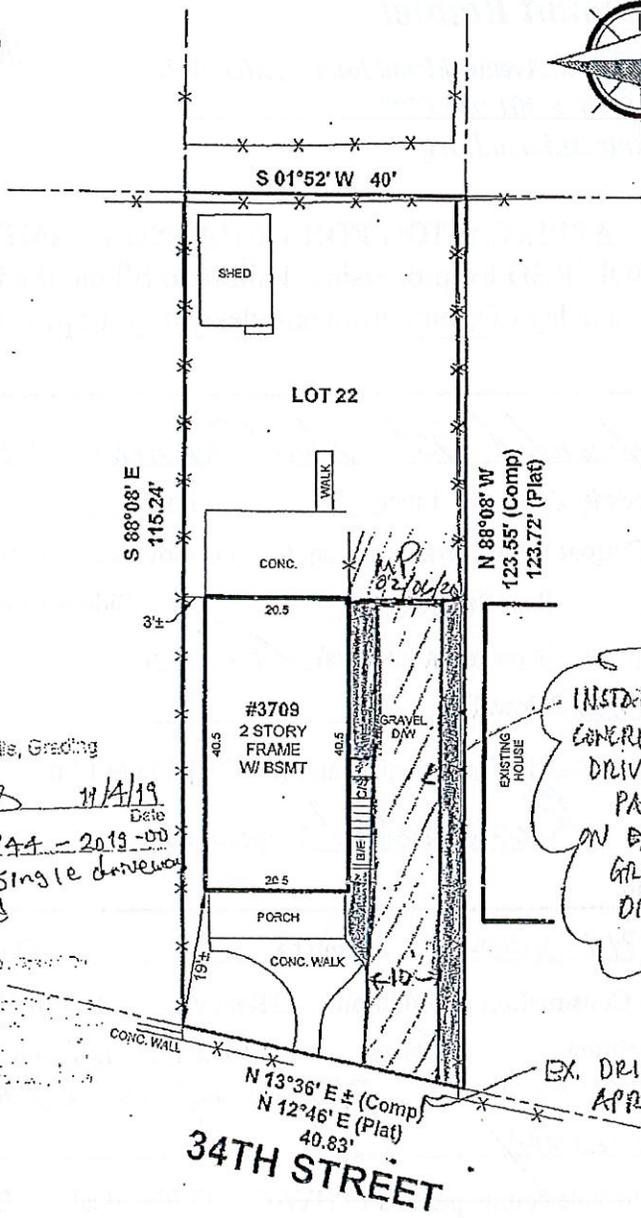


Serving D.C. and MD.

NOTE:
ENCROACHMENTS
MAY EXIST



P.B.A @ 6



Approved for Eols, Grading
and Drainage
By: AmS 11/14/19 Date
Permit #: 51844 - 2019 - 00
Only for single driveway
Pad

INSTALL: 12
CONCRETE
DRIVEWAY
PAD
ON EXISTING
GRAVEL
DRIVEWAY

EX. DRIVEWAY
APPROX.

THE LEVEL OF ACCURACY OF
DISTANCES TO APPARENT
PROPERTY LINES IS: 2±

LOCATION DRAWING OF:
#3709 34TH STREET
LOT 22 BLOCK 6
RHODE ISLAND AVENUE ADDITION TO
MOUNT RAINIER
PLAT BOOK A, PLAT 6
PRINCE GEORGE'S COUNTY, MARYLAND
SCALE: 1"=20' DATE: 08-22-2019
DRAWN BY: JCW/B.G. FILE #: 197137-200

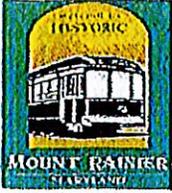
LEGEND:
-X- FENCE
B/E BASEMENT ENTRANCE
B/W BAY WINDOW
BR BRICK
B/LD BLOCK RESTRICTION LINE
ESMT BASEMENT
C/S CONCRETE STOOP
CONC CONCRETE
D/W DRIVEWAY
EX EXISTING
FR FRAME
MAC MASONRY
GATE
GH COVERHANG
P/US PUBLIC UTILITY ESMT.
P/IE PUBLIC IMPROVEMENT ESMT.
COLOR KEY:
(RED) RECORD INFORMATION
(BLUE) IMPROVEMENTS
(GREEN) EASMENTS & RESTRICTION LINES

A Land Surveying Company
DULEY
and
Associates, Inc.
Serving D.C. and MD.
14604 Elm Street, Upper Marlboro, MD 20772
Phone: 301-888-1111 Fax: 301-888-1114
Email: orders@duley.biz On the web: www.duley.biz



SURVEYOR'S CERTIFICATE
I HEREBY STATE THAT I WAS IN RESPONSIBLE CHARGE OVER THE PREPARATION OF THIS DRAWING AND THE SURVEY WORK REFLECTED HEREIN AND IT IS IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN REGULATION 12 CHAPTER 09 13.06 OF THE CODE OF MARYLAND ANNOTATED REGULATIONS. THIS SURVEY IS NOT TO BE USED OR RELIED UPON FOR THE ESTABLISHMENT OF FENCES, BUILDINGS, OR OTHER IMPROVEMENTS, THIS PLAT DOES NOT PROVIDE FOR THE ACCURATE IDENTIFICATION OF PROPERTY BOUNDARY LINES, BUT SUCH IDENTIFICATION MAY NOT BE REQUIRED FOR THE TRANSFER OF TITLE OR SECURING FINANCING OR REFINANCING. THIS PLAT IS OF BENEFIT TO A CONSUMER ONLY INsofar AS IT IS REQUIRED BY A LENDER OR A TITLE INSURANCE COMPANY OR ITS AGENTS IN CONNECTION WITH THE CONTEMPLATED TRANSFER, FINANCING OR REFINANCING. NO TITLE REPORT WAS PREPARED BY THIS COMPANY, AND PROPERTY IS SUBJECT TO ALL NOTES, RESTRICTIONS AND EASMENTS OF RECORD. BUILDING RESTRICTION LINES AND EASEMENTS MAY NOT BE SHOWN ON THIS SURVEY. IMPROVEMENTS WHICH IN THE SURVEYOR'S OPINION APPEAR TO BE IN A STATE OF DISREPAIR OR MAY BE CONSIDERED TEMPORARY MAY NOT BE SHOWN IF IT APPEARS ENCROACHMENTS MAY EXIST, A BOUNDARY SURVEY IS RECOMMENDED.

DULEY & ASSOC.
WILL GIVE YOU A 100%
FULL CREDIT TOWARDS
UPGRADING THIS
SURVEY TO A
"BOUNDARY/STAKE"
SURVEY FOR ONE
YEAR FROM THE DATE
OF THIS SURVEY.
(EXCLUDING D.C. & BALT. CITY)



City of Mount Rainier

3249 Rhode Island Avenue Mount Rainier, MD 20712

P 301-458-5103 F 301-985-6570

www.mountrainiermd.org

Bldg. fee: _____

APPLICATION FOR BUILDING PERMIT

All information is REQUIRED for processing. Failure to fill out the information will result in a delay of your permit and delay of your project.

Address 3101 Arundel Rd Mount Rainier MD 20712

Lot # 26 Block # 20 or Liber _____ Folio _____ Parcel _____

Lot Size _____ sq. ft. Current Lot Coverage _____ sq. ft. Lot Coverage after project _____ sq. ft.

Front Setback _____ Rear Setback _____ Side Setback _____

Surface area: Are you putting in pervious surfaces? yes no

Driveway Concrete pad Sidewalk _____

Is property location in the Mixed - Use Town Center (MUTC) yes no

Current Use of Property Residential Proposed Use _____

PROJECT INFORMATION

County Permit No. 9719-2020-00 Amount \$ _____ New Renewal

Project Type: New Construction Addition Renovation Installation
 Demolition Repair Structural Renovation

Description of Work (attach work list) OK to repair/replace
10x24 driveway

Check Applicable and include county permits HVAC Electrical Plumbing

Estimated cost by Contractor \$ 2,000

IDENTIFICATION

Property/Homeowner Name Jorge Orellana

Address 3101 Arundel rd Mount Rainier MD 20712

Phone 240-784-0288 Email _____

Property/Homeowner is permit applicant

Contractor Name _____ Company _____

Address _____

Phone _____ Email _____

Contractor is permit applicant MHIC No. _____

APPLICATION CHECKLIST

ALL of the following are required with the submission of your application:

- Photographs showing current condition of property attached or current elevations of existing conditions on plans
- Copy of plans
- Copy of approved County Permit
- Receipt of County fees paid, if applicable
- Mount Rainier Permit Application fees

* Dumpster Permit requires a separate application * Fence Permit requires a separate application

FEE CALCULATIONS

Impervious Mitigations Fee:

\$1.00 per square foot : 2474 sq. ft x \$1.00 = \$ 2474

1. City permits are required in accordance with Chapter 3 - Building Code Section 3-105 Permit Required.
2. Approved Prince George's County construction permits and/or site plans are required for all applications. We accept hard copies of no longer than 11x17 inches, if available in PDF form preferably.

Structural Engineer Fee: if the City determines that a certified structural engineer inspection is required, additional fees will be assessed in the amount of \$70.00 per hour.

HOMEOWNER AFFIDAVIT (homeowner signature required)

I hereby certify that I am the legal owner and occupant of the subject property and the work described on this permit application shall be completed by me or my contractor noted on the application. I am familiar with the applicable codes and requirements of the City of Mount Rainier and take full responsibility for all code compliance, fees and inspections related to the installation/work for my contractor.

George A. Orellana
Printed Name

George Orellana
Signature

03/05/2020
Date

PERMIT APPLICANT SIGNATURE

I hereby certify that the information on this application is true and correct. I have reviewed all deed restrictions that may apply to this construction and am aware of my responsibility thereunder. I certify that the proposed work is authorized by the owner of record and I have been authorized to make this application as the property owner(s) authorized agent. Further I agree to conform to all applicable laws and ordinances of jurisdiction.

George A. Orellana
Printed Name

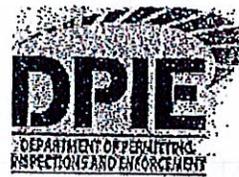
George Orellana
Signature

03/05/2020
Date

PLEASE ALLOW ONE WEEK FOR PROCESSING ALL PERMIT REQUESTS



PRINCE GEORGE'S COUNTY, MARYLAND
 DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT
 SITE/ROAD PERMIT PROCESSING UNIT
 PERMIT FOR RESIDENTIAL DRIVEWAY CONSTRUCTION AND RELATED
 ACTIVITIES WITHIN THE PUBLIC RIGHT-OF-WAY AND PRIVATE
 PROPERTY SITE WORK



ASE NAME: MOUNT RAINIER
 ASE NUMBER: 9719-2020-00

CASE TYPE: RESIDENTIAL DRIVEWAY PERMIT
 DISTRICT: NORTH

Permittee
 ORRES JORGE A O ETAL
 101 ARUNDEL RD
 MOUNT RAINIER, MD 20712
 (40) 784-0288

Owner of Property
 JORGE TORRES
 3101 ARUNDEL RD
 MOUNT RAINIER, MD 20712

Officer Name: TORRES, JORGE A
 Officer Title:

Contact Person: TORRES, JORGE (240) 784-0288

THIS IS TO CERTIFY THAT THE PERMITTEE HAS PERMISSION TO PERFORM WITHIN THE PUBLIC RIGHT -OF-WAY:
 Municipality: TOWN OF MOUNT RAINIER

RESIDENTIAL PARKING PAD OTHER

Site Disturbed Area: R/W Disturbed Area:

Dimensions: 10X24
 OTHER:
 REPAIR/REPLACE 10X24 DRIVEWAY

THE PROPOSED CONSTRUCTION SHALL BE PERFORMED AND COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AS APPROVED BY THE DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT OF PRINCE GEORGE'S COUNTY AND IN ACCORDANCE WITH THE SUBTITLE 23 AND SUBTITLE 32 OF THE PRINCE GEORGE'S COUNTY CODE AND THE GENERAL SPECIFICATIONS AND STANDARDS FOR ROADWAYS AND BRIDGES, AND SUBJECT TO THE INSPECTION AND CONTROL OF THE DEPARTMENT OF PERMITTING, INSPECTIONS AND ENFORCEMENT OF PRINCE GEORGE'S COUNTY.

RELATED SITE/ROAD PERMIT#: RELATED BUILDING PERMIT#:
 LOCATION(S) OF PROPOSED WORK:
 Street Address: 3101 ARUNDEL RD Map Page & Grid: 5409-F9
 Lot: 26 Block: 20 Parcel: Tax Account#: 1967785

FE: PAID: BOND #:
 FUND: PAID: BOND TYPE:
 FUND CO: BOND TYPE:
 PERMIT EXPIRATION: March 04, 2021

Jamas Couturier

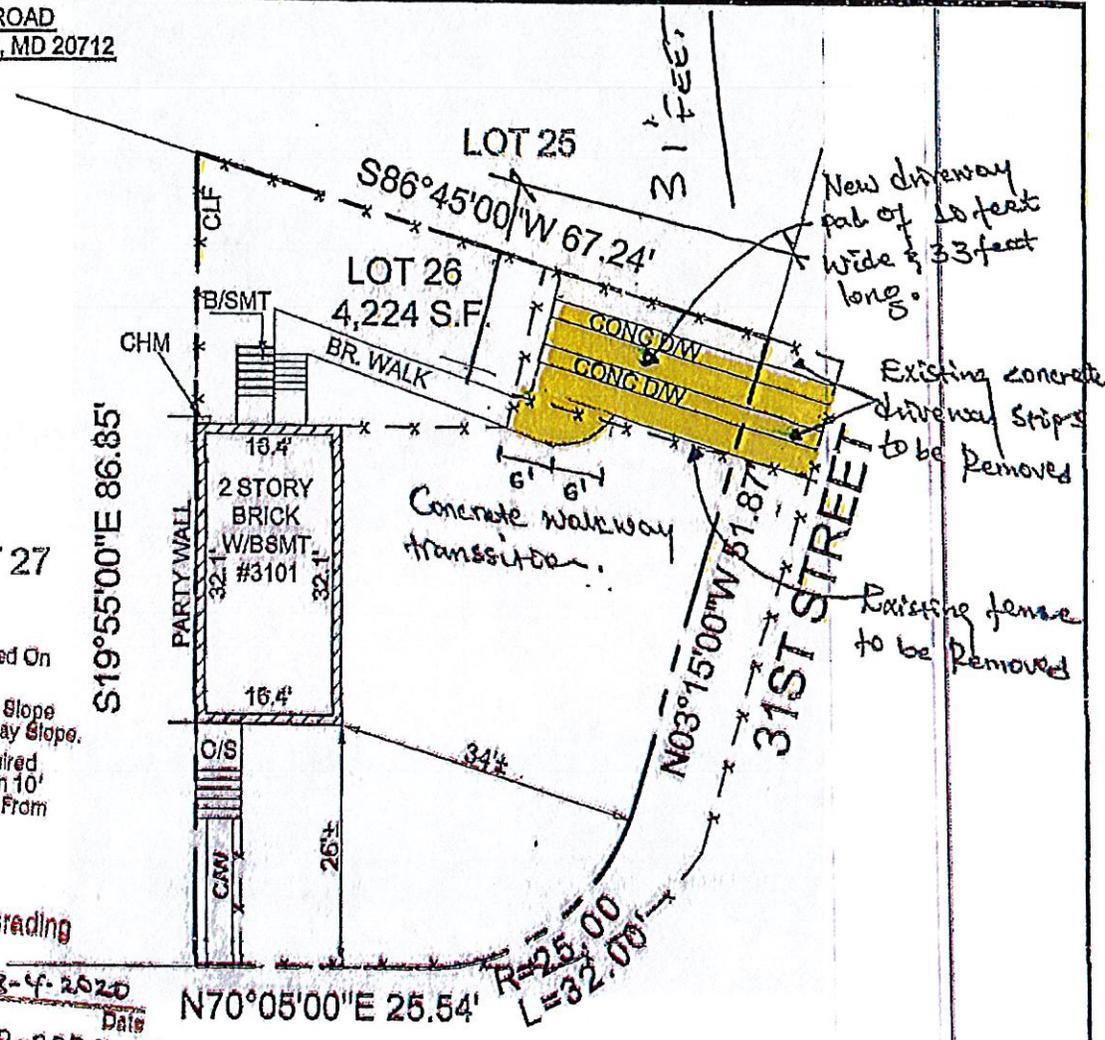
PERMIT PROCESSING UNIT
 DATE: March 04, 2020
 SHALL BE THE RESPONSIBILITY OF THE APPLICANT TO APPLY FOR AN EXTENSION IN WRITING NO LATER THAN THIRTY DAYS PRIOR TO THE EXPIRATION DATE. THE APPLICANT SHALL NOTIFY THE DEPARTMENT AT LEAST 48 HOURS PRIOR TO STARTING CONSTRUCTION OR RESTARTING CONSTRUCTION BY CONTACTING DPIE'S INSPECTION SECTION AT 883-3820. SELECT THE PROMPT FOR SITE DEVELOPMENT INSPECTION.

CONCRETE DRIVEWAY: 4" CONCRETE (3500 PSI) REINFORCED WITH 4X4 - W1.4 x W1.4 WIRE MESH, OVER 4" GRAVEL EXPANSION JOINTS EVERY 30 FEET. CONTROL JOINT EVERY 10 FEET.

**CALL MISS UTILITY Before
 Breaking Ground 1-800-257-7777
 Or 8-1-1 to Locate All
 Underground Utilities**

LOCATION DRAWING

ADDRESS: 3101 ARUNDEL ROAD
MOUNT RAINIER, MD 20712



- 3:1 Maximum Slope Allowed On Residential Property
- 7% Maximum Parking Pad Slope and 12.5% Maximum Driveway Slope.
- 2.5% Minimum Slope Required On Yard or Lawn Areas. 10" in 10' Minimum Slope of Pad Away From Building is Required.

Approved for Soils, Grading and Drainage
By: *[Signature]* 3-4-2020 Date
Permit #: 9719-2020-00

ARUNDEL ROAD

The Maryland National Capital Park and Planning Commission

APPROVED

PERMIT #

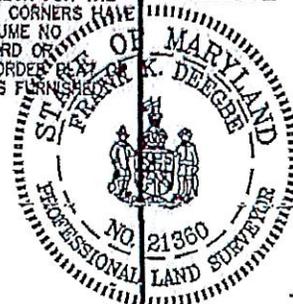
[Handwritten notes]
3-4-2020
9719-2020-00
OK to repair/replace
10 x 24 driveway

- NOTES:
1. THIS LOCATION DRAWING IS OF BENEFIT TO A CONSUMER ONLY IN SO FAR AS IT IS REQUIRED BY A LENDER OR A TITLE INSURANCE COMPANY OR ITS AGENT IN CONNECTION WITH CONTEMPLATED TRANSFER, FINANCING OR REFINANCING.
 2. THIS LOCATION DRAWING IS NOT TO BE USED FOR BUILDING OF FENCES OR OTHER IMPROVEMENTS.
 3. THIS LOCATION DRAWING IS NOT TO BE RELIED UPON FOR THE ACCURATE IDENTIFICATION OF PROPERTY BOUNDARY LINES, BUT SUCH IDENTIFICATION MAY NOT BE REQUIRED FOR THE TRANSFER OF TITLE OR SECURING FINANCING OR REFINANCING.
 4. LEVEL OF ACCURACY IS 2'±.
 5. A BOUNDARY SURVEY IS RECOMMENDED TO ACCURATELY LOCATE IMPROVEMENTS ON PROPERTY.

DRAWN BY: SEF

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON FOR THE PURPOSE OF LOCATING THE IMPROVEMENTS ONLY, AND THE PROPERTY CORNERS HAVE NOT BEEN ESTABLISHED OR SET, UNLESS OTHERWISE NOTED. WE ASSUME NO RESPONSIBILITY, OR LIABILITY FOR ANY RIGHT-OF-WAYS ON THE RECORD OR EASEMENTS RECORDED OR UNRECORDED NOT APPEARING ON THE RECORDED PLAN MENTIONED IN THE DEED REFERED TO HEREON. NO TITLE REPORT WAS FURNISHED.



[Signature] 3/16/16

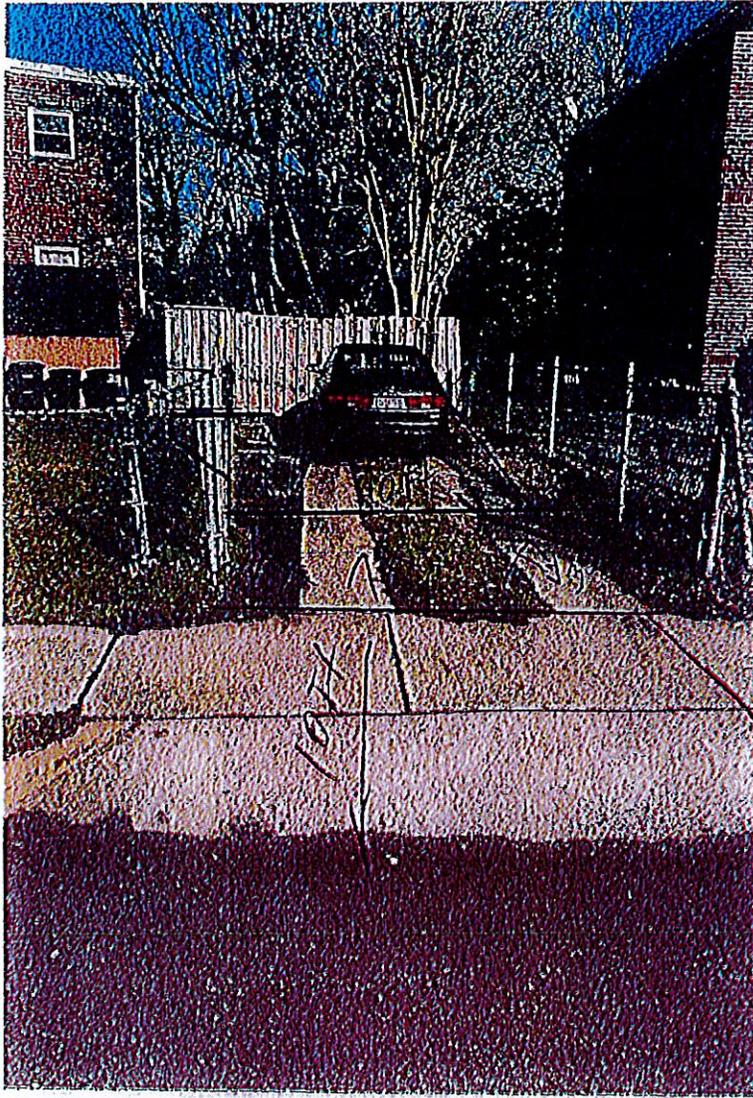
PROFESSIONAL SEAL DATE

LAND PRO ASSOCIATES, LLC.

9900-E GREENBELT ROAD SUITE 234
LANHAM, MD 20706
PHONE 301-868-1944
FAX 301-794-8751
LANDPRO@MAIL.COM

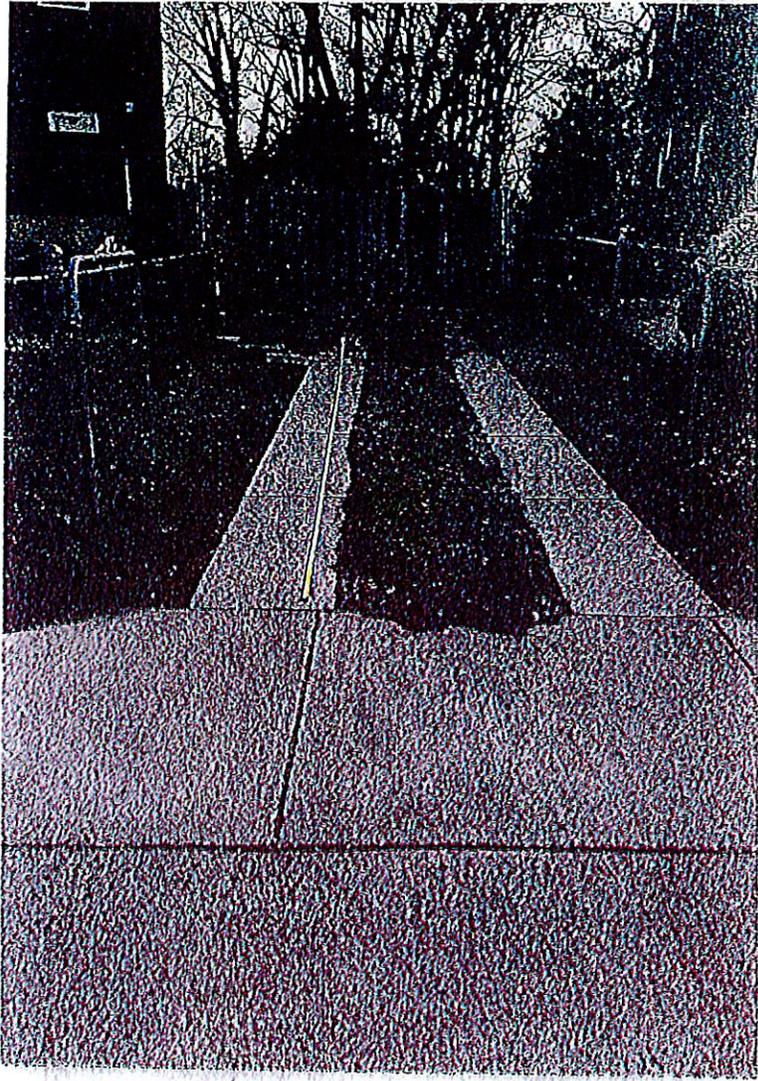
LOCATION DRAWING
MOUNT RAINIER
LOT 26 BLOCK 20
BOOK 36078 PAGE 577
PLAT BOOK 20 PAGE 60
PRINCE GEORGE'S COUNTY, MARYLAND
SCALE: 1" = 20' DATE: 3/13/16

FILE: #310 ARUNDEL ROAD CASE: # MD16-4036



city property.

City OWNS that part
OWNER WANTS to know if
HE is able to pour concrete
starting from that point of
the driveway.



GRANT AGREEMENT
BETWEEN
THE CITY OF MOUNT RAINIER, MARYLAND
AND
LITTLE FRIENDS FOR PEACE

This Grant Agreement is made this _____ day of _____, 2020, by and between the City of Mount Rainier (“the City”), a Maryland municipal corporation and body politic, and Little Friends for Peace (“the Grantee”), a Maryland non-profit corporation, located at 4405 29th Street, Mount Rainier, Maryland 20712.

Whereas, the Grantee proposes to complete a project known as the Peace Park of Mount Rainier (“the Project”); and

Whereas, the Grantee has procured grant funding from the Redevelopment Authority of Prince George’s County (“Redevelopment Authority”) in the amount of \$50,000; and

Whereas, the City has agreed to provide a matching grant to the Grantee in an amount up to Forty Thousand Dollars (\$40,000.00) (“the City Grant”); and

Whereas, the City and the Grantee wish to set forth the terms and conditions upon which the City Grant funds will be paid by the City to the Grantee.

Now therefore, in consideration of the mutual promises and conditions set forth herein, the City and the Grantee agree as follows:

I. Grant Agreement Documents

This Grant Agreement between the parties includes the following documents:

- Exhibit A – Project Scope
- Exhibit B - Project Budget
- Exhibit C – Project Schedule
- Exhibit D – Certificates of Insurance

II. The Project

The Project will comprise a labyrinth and path, the restoration and reactivation of a historic well, and the installation of lighting, seating and signage, as more specifically set forth in Exhibits A and B hereto. The Project is to be completed within a period of one (1) year from the date of the grantee’s receipt of City Grant funds. The City may, in its sole discretion, extend the term of the Grant for good cause upon a written request from the Grantee submitted at least forty-five (45) days prior to the expiration of the initial grant term.

III. The City Grant

- A. The City will reimburse the Grantee for expenditures it incurs in connection with the

Project in accordance with the Project Scope and Project Budget on a dollar-for-dollar matching basis up to the total grant amount of Forty Thousand Dollars (\$40,000.00). Funds will be disbursed no more frequently than once per month, within 30 days following receipt by the City of an invoice for costs incurred prior to the invoice date and supporting documentation acceptable to City, including receipts and documentation that the Grantee has expended equivalent amounts of its own funds prior to incurring the expense or expenses for which it seeks reimbursement. (The Grantee may count expenditures of grant funds from other sources towards this match requirement).

B. Notwithstanding anything in this Agreement to the contrary, of the total City Grant funds, an amount not to exceed Ten Thousand Five Hundred Dollars (\$10,500.00) shall be paid by the City to the University of Maryland for the benefit of Department of Plant Science and Landscape Services (“the Department”) in accordance with the terms of an Agreement between the City and the Department dated _____, 2020.

IV. General Conditions

A. The Grantee shall submit detailed status reports to the City at least monthly beginning on the date of the first disbursement of grant funds and continuing through the final completion of the Project. The status report shall include, at a minimum:

1. the amount of the Project completed
2. a schedule of remaining tasks with anticipated completion dates
3. an explanation of any tasks not completed on a timely basis based on previous reports
4. a proposal for timely completion of the Project, if any tasks have not been timely completed
5. a running account of Project funds (from all sources) expended and remaining

B. The Grantee shall maintain program records and all pertinent information required by the City for a minimum period of five (5) calendar years subsequent to the expiration of this Agreement and shall make them available for inspection and copying by the City within three days of a written request from the City. The Grantee shall adhere to the generally accepted accounting principles (“GAAP”) and maintain books, records, documents and other evidence that sufficiently and properly reflects all direct and indirect costs of any nature expended in connection with the Project. The Grantee shall make available such books, records, documents, and other evidentiary records for inspections, review or audits by the City within five (5) business days. In the event that any litigation, claim, negotiation, audit, or other action involving the records and documents is started before the expiration of the five (5) year period, the records and documents shall be maintained by the Grantee until completion of such action and resolution of all issues.

C. If the Project is not satisfactorily and timely prosecuted to completion for any reason other than the fault of the City, the Grantee shall be obligated, within 45 days of a demand from the City, to return all funds paid by the City to the Grantee or on its behalf or in connection with the Project for the benefit of the Grantee. Satisfactory prosecution and completion of the Project in accordance with this Agreement shall be determined by the City’s designated Project monitor.

D. The Grantee shall keep comply with all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to laws, ordinances, and regulations relating to anti-lobbying, anti-bribery and non-collusion, drug- and alcohol-free workplace, non-discrimination, equal pay and other civil rights laws and regulations.

E. The City may duplicate, use and disclose in any manner and for any purpose whatsoever, and have others so do, all data and documents delivered under this Agreement except where such use may contravene federal, state and/or county laws regarding confidentiality. The Grantee shall not affix any restrictive markings upon any data and if such markings are affixed, the City shall have the right at any time to modify, remove, obliterate, or ignore such markings, except where prohibited by law.

F. The Grantee hereby grants the City a royalty-free, nonexclusive, and irrevocable license to publish, translate, reduce, deliver, perform, dispose of, and to authorize others to do, all data and materials now or hereafter covered by copyright and/or provided to the City in connection with the Project. All published materials (written, visual, or audio) prepared in connection with the Project shall carry a footnote acknowledging assistance received under this Agreement. In addition, a copy of all publications must be furnished to the City.

G. The Grantee shall submit to the City a completed audit report for any grants by the end of the quarter following the end of the Grantee's fiscal year. The Grantee shall retain independent auditor services in accordance with any auditing requirements set forth by OMB Circular No. A-133, if applicable. If any unauthorized expenditures, unallowable expenditures or irregularities are discovered upon examination of audit records and documents pertinent to the Project in accordance with this Agreement, the Grantee shall be responsible for such expenditures and shall reimburse the City for misspent or unauthorized funds.

H. This Agreement is contingent upon the annual appropriation of funds by the City Council for the purpose of the Project. The City must approve, in writing, any request by the Grantee to modify, amend or otherwise change the scope of services, fiscal and programmatic requirements, the term of performance or any other provision of this Agreement.

V. Grantee's Representations and Warranties

Grantee hereby represents and warrants the following:

A. Grantee has the financial ability to complete the Scope of Work prior to seeking reimbursement of grant funds from the City.

B. The individual executing and delivering this Agreement on behalf of Grantee is authorized to do so and to legally bind the Grantee to the terms and conditions of this Agreement.

C. All information the Grantee has provided or will provide to the City is true and correct and can be relied upon by the City for the enforcement terms and conditions of this Agreement. Any false or misleading information is a basis for the City to terminate this Agreement for cause

and to pursue any other appropriate remedy.

D. No officer, director, employee, or person responsible for the governance or management of the Grantee will financially benefit from the Project.

E. The Grantee has not been, nor currently is, the subject of an investigation by any federal, state, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

I. Insurance

The Grantee covenants to maintain the insurance coverages set forth herein for the full term of the Contract. The Grantee further agrees to provide Certificates of Insurance upon signing this Agreement and such Certificates shall be on an occurrences basis and shall either (a) provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage or (b) provide that the City shall be given such notice of the cancellation of, intention not to renew, or material change in the coverage as is required by the terms of the Grantee's policy or policies of insurance. All Certificates must name the City as an additional insured.

Provision of any insurance required herein does not relieve the Grantee of any of the responsibilities or obligations assumed by the Grantee in the contract awarded, or for which the Grantee may be liable by law or otherwise.

A. **Workers' Compensation Insurance:** The Grantee shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance and must submit an insurance certificate as proof of coverage prior to contract approval. If the Grantee is a corporation or a limited liability corporation or other entity eligible to elect an exemption for officers under Md. Code Ann., Lab. & Emp. Art., § 9-206, the Grantee shall provide the City with a copy of the election form filed with the Maryland Workers' Compensation Commission together with proof of filing. If the Grantee has no covered employees, the Grantee shall submit a statement attesting to that fact under the penalties of perjury.

B. **Comprehensive General Liability Insurance:** The Grantee shall provide general liability insurance, in the following amounts and shall submit an insurance certificate as proof of coverage prior to contract approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply;
2. Property damage liability insurance with limits of \$250,000.00 for each occurrence and \$500,000.00 aggregate, where aggregates apply.

C. **Automobile Liability Insurance.** Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

1. Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each

accident;

2. Property damage liability with a limit of \$100,000 each accident.

V. Termination

A. If the City fails to appropriate funds in any subsequent fiscal year, this Agreement shall be terminated. The Grantee shall not be entitled to recover damages for said termination and it shall be entitled only to payment of invoices pending on June 30 of the preceding year.

B. The City may terminate this Agreement for cause, including but not limited to, the following:

1. Improper and/or ineffective use of project funds
2. Refusal and/or failure to comply with the terms and conditions of this Agreement and/or
3. Submission to the City of reports that are incorrect and/or incomplete in any material respect.
4. Failure to comply with any applicable city, county, state and/or federal laws, ordinances, rules, or regulations.
5. Failure to fulfill the Grantee's obligations under this Agreement properly and on time, or other violation of any provision of this Agreement.

VI. No Additional Compensation.

Except as may be specifically agreed upon by the parties in writing, the Grantee shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the Project beyond the Grant Amount set forth in Section II hereof. The City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Grantee in connection with the Project, including, but not limited to, the cost of any insurance or license fees.

The fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The Grantee is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever owed to any governmental entity on its own behalf or that of its agents, employees or contractors.

VII. Assignment of Agreement

The Grantee shall not assign, transfer or otherwise dispose of its obligations hereunder to any other person, firm, or corporation, without the previous written consent of the City, but in no case shall such consent relieve the Grantee from its obligations, or change the terms of this Agreement.

VIII. Indemnification

The Grantee shall indemnify the City and hold it harmless, together with its agents, officials and employees, from any liability, claims, losses, expenses, or costs arising from or out of the acts, failures to act, or negligence of the Grantee, its agents and employees, in connection with or arising out of performance of this Agreement including but not limited to personal injury and property damage. The Grantee shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Grantee shall at its own expense, satisfy and discharge same. The Grantee agrees that any performance bond or any insurance protection required by this Agreement or otherwise provided by the Grantee shall in no way limit the Grantee's responsibility to indemnify, keep and save harmless and defend the county as herein provided. The City does not waive any right or defense, or forebear any action, in connection herewith.

IX. Governing Law and Jurisdiction

This Grant Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for remedy for breach hereof shall be brought exclusively in the courts of the State of Maryland in and for Prince George's County, and the parties expressly consent to the jurisdiction thereof and waive any right that they may otherwise have to bring, transfer or remove such suit to the courts of any other jurisdiction.

XII. Maryland Public Information Act

This Agreement is subject to the Maryland Public Information Act, State Government Article, Section 10-611 et seq. of the Annotated Code of Maryland.

XIII. Defaults and Remedies

A. A default shall occur upon any of the following events:

1. The failure or inability of the Grantee to perform any of the terms, conditions of this Agreement, which has not been cured within thirty (30) days after written notice to the City;
2. The expenditure of City Grant funds for any use other than as set forth in the Scope of Work, or in any unauthorized manner;
3. The submission by the Grantee to the City of reports that are incorrect or incomplete in any material respect;
4. a breach by the Grantee of the representations and warranties set forth herein.
5. a breach by the Grantee of any provision of a Grant Agreement between the Grantee and the Prince George's County Redevelopment Authority dated _____.

B. Upon the occurrence of any default that is not timely cured in accordance with the terms of a demand from the City, the City shall have the right to terminate this Agreement by written notice to the Grantee.

C. Grantee shall have no right, title, or interest in or to any of the undisbursed Grant

funds upon the completion of the Project or termination of this Agreement.

D. The City shall have the right to demand repayment of grant funds from the Grantee of any amounts the City, in its sole discretion, determines were not expended in accordance with this Agreement.

E. In addition to the rights and remedies contained in this Agreement, the City may at any time proceed to protect and enforce all legal rights available to the City in law or equity, or by any other appropriate proceeding, all of which rights and remedies shall survive the termination of this Agreement and shall not be mutually exclusive.

F. If the City brings any legal action or proceeding to enforce the terms and conditions of this Agreement, the City shall be entitled to payment of costs, including reasonable attorney's fees.

IN WITNESS WHEREOF, as of the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS: THE CITY OF MOUNT RAINIER, MARYLAND

John Hoatson, City Clerk

By: _____
Latasha Gatling, Acting City Manager

WITNESS: LITTLE FRIENDS OF PEACE

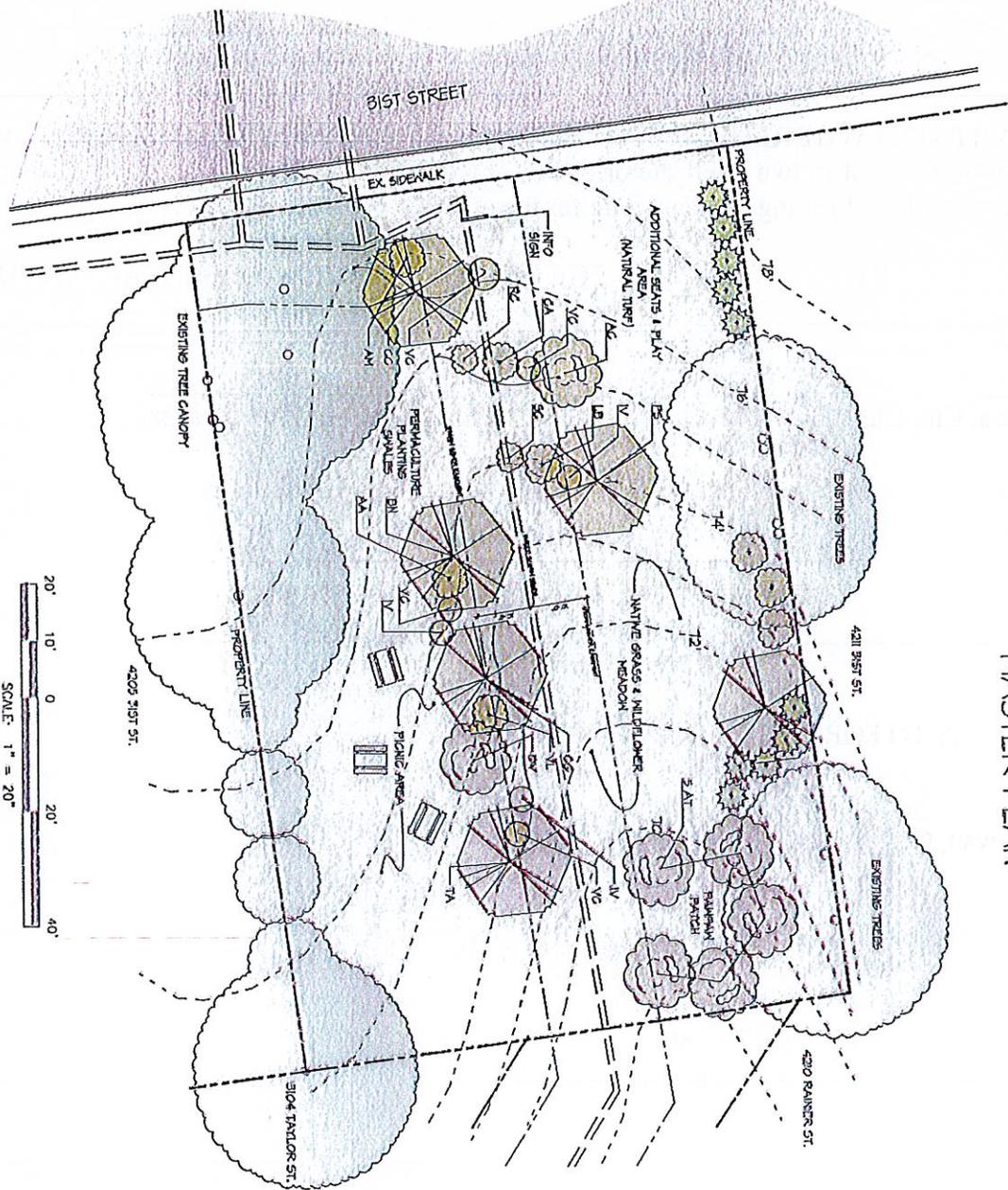
By: _____
Mary J.Park, Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Elissa D. Levan, City Attorney

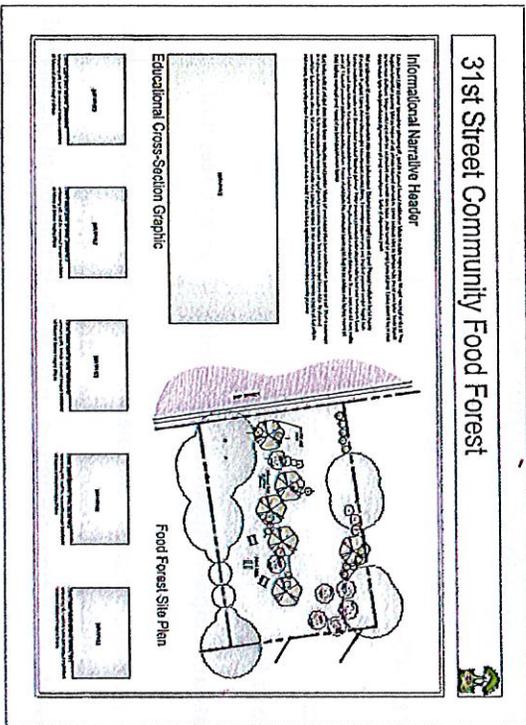


MASTER PLAN



- LEGEND**
- EXIST. CANOPY
 - PROP. TREES
 - PROP. TREE - SMALL
 - PROP. TREE - LARGE
 - EXIST. 1 FT CONTOURS
 - PROP. 1 FT CONTOURS
 - SHRUB STORM SINKER
- NOTES**
- PROPERTY PLAT AND TOPOGRAPHIC DATA RETRIEVED FROM PRINCE GEORGES COUNTY WEB GIS PORTAL, JANUARY 2020.
- ALL CIVIL FEATURES SHOWN IN PLAN WERE FIELD LOCATED RELATIVE TO THE EXISTING SITE FEATURES SUBSEQUENT TO A MISS-UTILITY TICKET EXECUTED IN JANUARY 2020. NO UNDERGROUND UTILITY MARKINGS WERE OBSERVED ON SITE. SUBSEQUENT PUBLICLY AVAILABLE GIS IMAGE DATA USED FOR EXISTING SITE LINE. NO TREES TO BE PLANTED WITHIN 10' OF STORM SINKER.
- THIS DRAWING IS FOR PLANNING PURPOSES ONLY. LANDSCAPE ARCHITECT ACCEPTS NO LIABILITY FOR THE USE OF THIS DRAWING IN RELATION TO CONSTRUCTION ACTIVITIES OR ANY OTHER TYPE OF WORK ON SITE.

SIGN MOCK-UP & PLANT SCHEDULE



INTERPRETIVE SIGN NOTES:

INTERPRETIVE SIGN TO BE HIGH PRESSURE LAMINATE PANEL, (EMBEDDED PERMANENT SIGN) SIZED 36" X 48" (ARCHITECTURE). IF FREE-STANDING, A MONUMENT FOUNDATION ACCESSIBLE TO MOST VISITORS. ALTERNATIVELY, THE SIGN MAY BE MOUNTED TO A SEPARATELY CONSTRUCTED DISPLAY RISER; AGAIN, NO MORE THAN 50 INCHES BETWEEN THE GROUND AND THE BOTTOM EDGE OF THE SIGN. MARGINS ON TEXT SHOULD BE FLUSH ON THE LEFT SIDE AND RAGGED ON THE RIGHT. TEXT TO BE A SANS SERIF SLAB, OR SIMPLE SERIF TYPEFACE, UPPER AND LOWER CASE, WITH A MINIMUM 10-POINT TYPE SIZE AND A HIERARCHY AS FOLLOWS: TITLES: 72 - 60 POINT; SUBTITLES: 48 - 40 POINT; BODY TEXT: 24 POINT; AND CAPTIONS: 18 POINT. PICTURE LOGOS TO BE IN-LINE WITH MAIN SIGN TITLE. GRAPHICS TO BE FULL COLOR. FINAL CONTENT TO BE DETERMINED, AND FINAL DESIGN TO BE COORDINATED WITH MANUFACTURER.

Trees

KEY	Scientific name COMMON NAME	MIN. PLANT SIZE SPACING/SALICER	REMARKS	QUAN.
AC	<i>Amelanchier canadensis</i> STARBUCKLEBERRY	5-6'	mulch BRB	1
AT	<i>Astragalus fraxinifolius</i> PINKBERRY	3-5'	mulch	5
BN	<i>Sorbus aria</i> WHITE BIRCH	5-6'	mulch BRB	1
CC	<i>Cornus canadensis</i> AMERICAN HORSEBEECH	5-6'	mulch BRB	1
CC	<i>Corylus glabra</i> MIDWESTERN PECANUT	2-3'	mulch	1
DV	<i>Dryopteris argentea</i> AMERICAN FETTERBUSH	6-8'	mulch BRB	1
PS	<i>Prunus serotina</i> BLACK CHERRY	5-6'	mulch DBB	1
TA	<i>Tilia americana</i> AMERICAN LINDEN	5-6'	mulch FBB	1

Shrubs & Perennials

KEY	Scientific name COMMON NAME	MIN. PLANT SIZE SPACING/SALICER	REMARKS	QUAN.
AA	<i>Asynina cuneifolia</i> CHOKEBERRY, RED	18-24"	mulch	1
AM	<i>Artemisia biennis</i> CHOKEBERRY, BLACK	18-24"	mulch	1
CA	<i>Carpinus canadensis</i> HAWTHORN	24-36"	mulch	1
IV	<i>Ilex verticillata</i> WINTERBERRY	18-24"	mulch 2 female/1 male	3
LB	<i>Lonicera borealis</i> SPICEBUSH	3-5'	mulch BRB	1
RC	<i>Rosa carolina</i> ROSE, CAROLINA	24-36"	mulch	1
SC	<i>Sorbus aucuparia</i> EUROPEAN WHITEBERRY	18-24"	mulch	1
VC	<i>Vaccinium corymbosum</i> BLUEBERRY, HIGHBUSH	18-24"	mulch	4
VL	<i>Viburnum lentago</i> WINTERBERRY	24-36"	mulch	1



FIRST READING: February 4, 2020
SECOND READING & ADOPTION: March 3, 2020

CITY OF MOUNT RAINIER, MARYLAND
ORDINANCE NO. 02-2020

Introduced by Mayor & City Council

Amending The Mount Rainier Schedule of Fees

WHEREAS, the Mount Rainier Code establishes various permit and license requirements and imposes application, permit and license fees and penalties; and

WHEREAS, City management considers the cost of administering its regulatory programs annually and recommends changes to application, permit, and license fees and penalties ("fees") to reflect the changes in cost; and

WHEREAS, the Council revises the fees set forth on the City of Mount Rainier Fee Schedule, from time-to-time, as part of the adoption of the annual City Budget; and

WHEREAS, any existing City fees not listed on the City of Mount Rainier Fee Schedule shall remain as set forth in the Mount Rainier Code.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOUNT RAINIER, MARYLAND, that:

Section 1. The following City of Mount Rainier Fee Schedule is adopted:

City of Mount Rainier Fee Schedule FY 20

Section 2. This Ordinance shall be effective April 1, 2020.

**CITY OF MOUNT RAINIER
CODE COMPLIANCE DIVISION
CODE ORDINANCE RECOMMENDATION FOR
FEES AND PENALTY SCHEDULE FEE**

FY 2020

DESCRIPTION/CATEGORY	REGULATORY REQUIREMENT	PENALTIES/FINES
Late Fee	1.67% monthly; no more than 20% APR	
Return Check Fee	\$35	
CODE COMPLIANCE DIVISION		
Chapter 3 - Building Code - Permits Construction, Alterations, and/or Repairs	\$100	Chapter 3, Section 116, A \$ 200.00 each month
Fence (replacement or constructions) Roof	\$50	Chapter 3A- Section 108 B.1. Initial Offense - \$ 100.00 Each 30 day exist - \$ 200.00 Repeat offense same year period \$ 200.00 2. clean and imminent danger - \$ 500.00
Demolition Removal/Change of Building Structure	\$150 (for structures < 500 sq. ft.) \$350 (for structures > 500 sq. ft.)	
Impervious Surface Construction	\$1 per sq. ft.	Chapter Section 3A - Section B.1. Initial Offense - \$ 100.00 Each 30 day exist - \$ 200.00 Repeat offense same year period \$ 200.00 2. clean and imminent danger - \$ 500.00
Mixed Use Town Center - Permit Fees No County Fee then Building Permit Only	\$75	Chapter 3A-Section 108 B Section 3b.e.1. Initial - \$ 300.00 Each 60 days exist - \$ 300.00
Chapter 3C - Vacant Building & Lot Registrations Commercial, Industrial, Multi-Family, Mixed Use Single Family	\$800 biannually \$500 biannually \$300 biannually	Chapter 3c. Section 110.A. First offense - \$100.00 Repeat offense, same year - \$ 200.00 Section 3c.110.b. First offense - \$350.00

Utilitarian Building	\$300 biannually (<10,000 sq. ft.) \$500 biannually (>10,000 sq. ft.)	Second offense - \$ 600.00 Third offense - \$ 800.00 Fourth and subsequent offense - \$ 1,000.00 or imprisonment 3 month or both
Lot		Section 3c.110.c First offense - \$ 75.00 Repeat offense same year - \$ 150.00
Chapter 7 - General Licenses & Permits		
Sidewalk Café Permit	\$25 per year	Chapter 7, Section 109.B.2 First offense - \$ 25.00 Each 30 days - \$ 50.00 Second Offense / same year - \$ 50.00
Business License	\$50 per year (first 1,000 sq. ft.) \$25 per year (each additional 1,000 sq. ft.) \$200 maximum	Chapter 7, Section 109.B.3, first violation \$ 250.00 Each month - \$ 500.00 repeat the same year \$ 1,000.00
Home Business Occupancy License Expiration Reinstatement (Home/Business)	\$75 per year \$300	Chapter 7, Section 109.B.4, 30 days imprisonment and/or a fine \$1,000.00
License Revocations – For Cause (Home/Business)	\$300 + attorney fees	
Non-Residential Premises, excluding charitable & religious institutions	\$50 per year (for first 1,000 sq. ft.) \$75 per year (per each additional 1,000 sq. ft.) \$200 maximum	Chapter 7, Section 109.D.1.b. First offense - Fifty dollars (\$50.00) One hundred dollars (\$100.00) every 30 days that the violation continues.
Alcoholic Beverage License Pinball, Video, Billiard or Pool Table, Bowling Alleys, or other gaming devices	20% of PG Board of License Commissioners Fee \$30 per year per device	Chapter 7, Section 109.D.2.b. First violation - \$25.00, Each 30 days \$50.00 Repeat same year \$50.
Non-Residential Premises occupied by Charitable & Religious Institutions	\$40 per year	Chapter 7, Section 109.D.3.b. First offense - \$ 25.00 Repeat/same year \$50.00
Multi-Family Rental Facilities License Single-Family Rental License	\$225 per unit per year \$150 per unit per year	Chapter 7, Section 109.D.4.b.

<p>Hotel, Motel, Tourist Facility License Occupancy License Transfer Vendor Permit Solicitor Permit Outdoor Event (Public Space) Yard Sale (2-day limit) Business Alarm Permit</p>	<p>\$175 per year \$250 \$50 + \$25 per each additional employee \$25 \$25 \$5 \$25</p>	<p>First violation - \$15.00, repeat / same year \$ 30.00 Chapter 7, Section 109.D.5.b. First offense - Twenty-five dollars (\$25.00) Fifty dollars (\$50.00) for repeat offense within violation year.</p>
<p>Commercial Refuse Collection</p>	<p>\$75 per year + \$10 per each building \$500 maximum</p>	<p>Chapter 7, Section 109.D.6.b. First violation - One hundred dollars (\$100.00), Two hundred dollars (\$200.00) for repeat offense within the same year.</p>
<p>Construction Dumpster</p>	<p>\$50 per dumpster for a maximum of three months. (Maximum of 2 dumpsters per site)</p>	<p>Chapter 7, Section 109.D.7.b. First offense - Fifty dollars (\$50.00) One hundred dollars (\$100.00) every 30 days that the violation continues.</p>
		<p>Chapter 7, Section 109. D.7.c. \$25.00</p>
		<p>Chapter 7, Section 109. D.7.d. After 6 needless alarms in 1 year period - \$25.00</p>
		<p>Chapter 7, Section 109.D.8.b. First offense - \$100.00 \$500.00 for a repeat violation within the same year.</p>
		<p>Chapter 7, Section 109. D.9.b. First violation - One hundred dollars (\$100.00), Two hundred dollars (\$200.00) for repeat offense within a one year period.</p>
		<p>Chapter 7, Section 109.D.10.b.</p>

<p>First violation – One hundred dollars (\$100.00), Two hundred dollars (\$200.00) for repeat offense within a one year period.</p>		
<p>Chapter 10 Section 124– \$ 75.00 each offense</p>	<p>Chapter 10 – Peace & Order Permits Residential Noise Permt Non-Residential Noise Permit MUTC – Residential Property Zone MUTC – Other Noise Permits</p>	<p>\$20 \$25 \$20 \$25</p>
<p>Chapter 6, Section E.1 – Chapter 6-118 First offense - \$250.00 Second offense - \$ 400.00 Each month separate offense - \$ 400.00 Third Offense - \$ 800.00 Fourth Offense - \$ 1,000.00 and/or imprisonment, not exceeding 3 months Each offense separates</p>		
<p>Chapter 6, Section E.2 – guilty of misdemeanor, punishable by First offense - \$350.00 Second offense - \$ 600.00 Third offense - \$ 800.00 Fourth offense - \$ 1,000.00 - Imprisonment not to exceed three (3) months, or both - Each violation constitutes a separate offense</p>		
<p>Chapter 6, Section F. - 12 months, guilty of a misdemeanor, punishable by a fine not exceeding First offense - \$350.00</p>		

		<p>Second offense - \$ 600.00</p> <p>Chapter 10, Section 124.- \$ 75.00 for each offense.</p> <p>11.c Twenty-five dollars (\$25.00) for each offense.</p> <p>Each month</p>
<p><u>Refuse Collections</u> Trash - Multi-Family Residential Dwelling Bulk Trash Collection Special Bulk Trash* *fee will include City cost per ton, equipment, labor & admin costs</p>	<p>\$100 per year (2+ units) \$25 (tires \$5 without rim; \$7 with rim) \$50 minimum</p>	<p>Chapter 11, Section 104. J First municipal infraction - Two hundred fifty dollars (\$250.00). Five hundred dollars (\$500.00) for repeat offenses within a one year period.</p> <p>Chapter 11, Section 105. C. First municipal infraction - Twenty five dollars (\$25.00) for each offense, each day</p> <p>Chapter 12B-24 Each violation - Two hundred fifty dollars (\$250.00)</p>
<p><u>Chapter 12 - Urban Forest - Private Property</u> Initial Tree Assessment Waiver of Tree Permit Tree Permit Application</p>	<p>No Fee \$25 \$50</p>	<p>Chapter 12 Section 109 Penalty \$30.00 Instead of receiving a municipal infraction or appearing in court, send them an invoice of payment due.</p> <p>Chapter 12, Section First violation - \$ 500.00 plus \$50.00 per inch of tree DBH greater than 18" inches 56.55" circumference.</p> <p>Chapter 12, Section 4 1/2 feet above ground 56.55" \$ 1,000.00 per tree affected</p>

<p>Street Changes Right-of-Way Permit* *subject to reimbursement of fees incurred for engineering and staff expenses for review</p>	<p>\$25 minimum</p>	<p>Not to exceed \$ 1,000.00 each tree</p>
<p>Chapter 14 - Animal Control City Animal Hobby (>5 animals larger than guinea pig)</p>	<p>\$5 per year</p>	<p>Chapter 14, Section 110 Annual Fee - Ten dollars (\$10.00) each year.</p>
<p>City Business Services</p>		
<p>Commercial District Management Authority (CDMA) Business Fee Business/Property Owner Fee Multiple parcel Businesses Owner Occupied Fee</p>	<p>\$150 per year \$150 per year \$225 per year max \$225 per year (\$150 Business Fee & \$75 owner fee)</p>	
<p>POLICE DEPARTMENT</p>		
<p>Parking Meter Rates Parking & Traffic Violations</p>	<p>\$0.50 per 30 minutes \$30 per citation \$240 maximum to include late fees, as applicable</p>	<p>Chapter 9, Section 107. E Fine for each violation – Thirty dollars (\$30.00)</p>
<p>Parking Administrative Fee Impound Motor Vehicle Commercial Vehicle Violations</p>	<p>\$25 \$75 \$150 per citation \$300 maximum to include late fees, as applicable</p>	<p>Chapter 9, Section 107. E.1 Penalty for late payment of the violation - fine will double to sixty dollars (\$60.00).</p>
<p>Residential Parking Permit</p>	<p>\$20 per resident vehicle(s) per year (limit 2)</p>	<p>Chapter 9, Section 107. E.2 After sixty calendar days, the fine will double to one hundred twenty dollars (\$120.00).</p>

	\$10 per household per year (limit 1)	<p>Chapter 9, Section 107. E.3 After ninety calendar days of the initial violation, the fine will be two hundred forty dollars (\$240.00).</p> <p>Each violation – Two hundred fifty dollars (\$250.00)</p> <p>Chapter 12 109 Penalty \$ 30.00</p> <ul style="list-style-type: none"> • Instead of receiving a municipal infraction or appearing in court, send them an invoice of payment due. <p>Chapter 12 Section 112 Penalty \$ 250.00 Each month separate offense</p>
<p><u>Stopping & Parking Prohibit</u> Parking in Handicap</p> <p>Running idle vehicle</p> <p>No Through Trucks</p>	<p>\$225 per citation \$450 maximum to include late fees, as applicable</p> <p>\$100 per citation \$200 maximum to include late fees, as applicable</p> <p>\$100 per citation</p>	<p>Chapter 13 Section 119.E. \$ 30.00 Chapter 13 Section 119.E.1</p> <p>Chapter 13A, Section 107 \$100.00</p>
<p><u>Taxicabs, Trailers, Recreational, Boats</u> Temporary permit for trailer, boat, bus, vehicle without an engine</p>	\$15 (temporary for >2 weeks; 1 every 6 months)	

Recreational parking in the 3700 block of Otis St Vehicle park in violation	\$50.00 per year \$150 per citation \$300 maximum to include late fees, as applicable	
--	---	--

THIS ORDINANCE IS ADOPTED BY THE COUNCIL OF THE CITY OF MOUNT RAINIER THIS 3rd DAY OF MARCH, 2020

Attest:

Latasha A. Gatling
 Latasha Gatling, City Manager

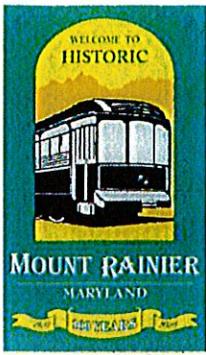
Marilyn Miller
 Marilyn Miller, Mayor

Luis Chesek
 Luis Chesek, Councilmember Ward 1

Celina Benitez
 Celina Benitez, Councilmember Ward 1

Bryan Schneider
 Bryan Schneider, Councilmember Ward 2

Scott Cecil
 Scott Cecil, Councilmember Ward 2



Adopted: March 17, 2020

CITY OF MOUNT RAINIER, MARYLAND RESOLUTION 06-2020

Resolution recognizing the importance of the 2020 Census and encouraging individuals, families, businesses, faith leaders and households in Mount Rainier to participate in the 2020 Census to ensure a complete and accurate count and declaring April 1st Census 2020 day in the Great City of Mount Rainier.

Introduce and Written: Councilmember Celina Benitez

WHEREAS, The City of Mount Rainier is enriched by its diversity and has fully committed to have a complete Census 2020 count, including efforts to reach out to the most undercounted groups to encourage them to participate; and

WHEREAS, the nation's Founders provided a plan to empower the people over the new government by counting every person living in the newly created United States of America decennially, and to use that count to determine representation in Congress; and

WHEREAS, the U.S. Constitution empowers the Congress to carry out the Census in "such manner as they shall by Law direct" (Article I, Section 2); and

WHEREAS, the Founders accomplished the first Census in 1790 and our country has every 10 years since then implemented the Census; and

WHEREAS, in 1954, Congress codified earlier census acts and all other statutes authorizing the decennial census as Title 13, U.S. Code. Title 13, U.S. Code; and

WHEREAS, in the 2010 U.S. Census, Prince George's County lost \$363 million in federal funds—the largest undercount of any county in Maryland and for every person not counted the City loses \$18,250 over the ten-year Census period; and

WHEREAS, the City of Mount Rainier was awarded \$19,000 by the Maryland Department of Planning for outreach; and

WHEREAS, in 2020, responding to the Census will be easier than ever, as the census form will be available online for the first time; and

WHEREAS, invitations to participate have been mailed to households starting on

March 13 and members of the public may choose to respond online at www.my2020census.gov, over the phone, or through the mail; and

WHEREAS, to ensure an accurate count in 2020, Prince George's County Council passed Council Resolution (CR-35-2018) supporting the establishment of a Complete Count Committee to promote the Census to residents; and

WHEREAS, the decennial count impacts the federal funds that communities receive for special education, classroom technology, teacher training, after-school programs, school lunch assistance, and more;

WHEREAS, complete and accurate census data will help ensure that resources for education, health care, rural development, workforce training, housing, transportation, and other matters are allocated fairly and accurately;

WHEREAS, businesses use census data to guide investment in job-creating initiatives, such as the building of new production facilities, and in choosing where to locate new retail and service outlets;

WHEREAS, the City of Mount Rainier has created a Census Complete Count Committee and encourages volunteers to join and commits to assure full participation and awareness; and

WHEREAS, the decennial Census will not include a citizenship question, which the City of Mount Rainier opposed to be included in the Census and advocated against; and

WHEREAS, under Section 2108(b) of Title 44, United State Code—

- (1) the confidentiality of all personally identifiable information from the decennial Census is protected from public disclosure for 72 years;
- (2) the Bureau of the Census is prohibited from sharing any personally identifiable information from the decennial census with any other government agency, including law enforcement and courts of law, or any private entity, for any purpose; and
- (3) the information collected through the decennial census is used for statistical purposes only;

THEREFORE, BE IT RESOLVED,

The City of Mount Rainier encourages all Residents to respond to the 2020 Census and become active in encouraging other neighbors to participate and to ensure that all our community members are counted. We are proud of our diversity Let us show the Census our enriched and inclusive diversity.

BE IT FURTHER RESOLVED,

Mayor and Council for the City of Mount Rainier declares April 1, 2020 Census 2020 Complete Count day. We encourage individuals, families, businesses, faith leaders and households in Mount Rainier to participate in the 2020 Census to ensure a complete and accurate count in the Great City of Mount Rainier.

Attest:

Latasha C. Gatling, Interim City Manager

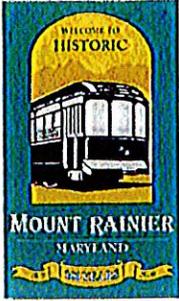
Malinda Miles, Mayor

Celina Benitz, Councilmember Ward 1

Luke Chesek, Councilmember Ward 1

Scott Cecil, Councilmember Ward 2

Bryan Knedler, Councilmember Ward 2



City of Mount Rainier
One Municipal Place, Mount Rainier, MD 20712
Phone: (301) 985-6585 Fax: (301) 985-6595

NOTICE OF CLOSED SESSION
Tuesday, March 17, 2020
Following The Work Session of
Mayor & City Council
City Hall
1 Municipal Place
Mount Rainier, Maryland 20712

According to the Annotated Code of Maryland, the Mayor and City Council of the City of Mount Rainier Maryland have the statutory authority to close a session under general provisions article § 3-305(b) for the reasons of subsection 1 & 3: (1)___“To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals”; (3)___ “To consider the acquisition of real property for a public purpose and matters directly related thereto”.

The Mayor & City Council propose to go into Closed Session, following the Work Session of Mayor & City Council, Tuesday, March 17, 2020 to discuss Personnel Issues & Real Estate Negotiations.