

**COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND**  
**2001 Legislative Session**

Bill No. CB-79-2001  
 Chapter No. 45  
 Proposed and Presented by The Chairman (by request – County Executive)  
 Introduced by Council Members Shapiro and Wilson  
 Co-Sponsors \_\_\_\_\_  
 Date of Introduction October 16, 2001

**BILL**

1 AN ACT concerning

2 Termination of the Parking Authority of Prince George's County and Transfer by  
 3 Prince George's County, Maryland to the Revenue Authority of Prince George's County  
 4 of Title to All of the Property of the Parking Authority of Prince George's County  
 5 that Vested in Prince George's County, Maryland and All Obligations and Assets  
 6 of the Parking Authority of Prince George's County Transferred to and Assumed by  
 7 Prince George's County, Maryland Upon the Termination of the  
 8 Parking Authority of Prince George's County

9 For the purpose of terminating the Parking Authority of Prince George's County upon the  
 10 satisfaction of certain contingencies provided for herein; transferring to the Revenue Authority of  
 11 Prince George's County title to all of the property and all obligations and assets vested in,  
 12 transferred to and assumed by Prince George's County, Maryland upon the termination of the  
 13 Parking Authority of Prince George's County upon the satisfaction of certain contingencies  
 14 provided for herein; generally providing for and determining various matters in connection with  
 15 the termination of the Parking Authority of Prince George's County and such contingencies;  
 16 providing that the termination of the Parking Authority of Prince George's County is contingent  
 17 upon the Parking Authority of Prince George's County's not impairing the obligation under  
 18 contracts entered into by the Parking Authority of Prince George's County prior to the  
 19 termination of the Parking Authority of Prince George's County; generally providing for and  
 20 determining various matters in connection with the vesting in Prince George's County, Maryland  
 21 of all of the property of the Parking Authority of Prince George's County and the transfer to and

assumption by Prince George's County, Maryland of all obligations and assets of the Parking Authority of Prince George's County upon such termination; generally providing for and determining various matters in connection with the transfer by Prince George's County, Maryland to the Revenue Authority of Prince George's County of all property, obligations and assets of the Parking Authority of Prince George's County assumed by Prince George's County, Maryland upon the termination of the Parking Authority of Prince George's County and such contingencies; generally providing for and determining various matters in connection with the employment of Parking Authority employees as of the effective date of this Act; approving the engagement by the Revenue Authority of Prince George's County in the project identified herein as the Justice Center Parking Facility in the capacities identified herein; providing for the effective date of this Act; and providing for the severability of the various provisions of this Act.

BY repealing:

SUBTITLE 2. ADMINISTRATION.

Sections 2-399, 2-400, 2-401, 2-402, 2-403, 2-403.01,  
2-404, 2-404.01, 2-404.02, 2-405, 2-405.01, 2-406,  
2-407, 2-408, 2-409, 2-410, 2-411.01, 2-411.02,  
2-412, and 2-413,  
The Prince George's County Code  
(1999 Edition, 2000 Supplement).

BY adding:

SUBTITLE 21A. REVENUE AUTHORITY.

Sections 21A-301, 21A-302, 21A-303, 21A-304,  
and 21A-305,  
The Prince George's County Code  
(1999 Edition, 2000 Supplement).

BY transferring:

SUBTITLE 2. ADMINISTRATION.

Section 2-411,  
The Prince George's County Code  
(1999 Edition, 2000 Supplement).

to be

1                   SUBTITLE 21A. REVENUE AUTHORITY.

2                   Section 21A-306,

3                   The Prince George's County Code

4                   (1999 Edition, 2000 Supplement).

5   BY repealing and reenacting with amendments:

6                   SUBTITLE 26. VEHICLES AND TRAFFIC.

7                   Sections 26-101, 26-123, 26-132, 26-134, 26-140,

8                   26-143, 26-148, 26-149.01, 26-163.02, and

9                   26-168,

10                  The Prince George's County Code

11                  (1999 Edition, 2000 Supplement).

12                                   RECITALS

13           WHEREAS, the Parking Authorities Act, being Sections 14-301 through 14-312, inclusive,  
 14 of Article 41 of the Annotated Code of Maryland, as amended [previously codified as other  
 15 sections under the Annotated Code of Maryland] (hereinafter referred to as the "Act"), authorizes  
 16 Prince George's County, Montgomery County, and Baltimore City to create a parking authority  
 17 by passing a local law and filing the charter of the parking authority with the Department of  
 18 Assessments and Taxation, the Department of Legislative Services and the Secretary of State;  
 19 and

20           WHEREAS, pursuant to the Act, CB-74-1978, and Division 27 of Subtitle 2  
 21 (Administration) of the Prince George's County Code, as amended, modified or supplemented  
 22 from time to time (hereinafter referred to as the "Local Law"), the Parking Authority of Prince  
 23 George's County (hereinafter referred to as the "Parking Authority"), a body politic and corporate  
 24 was created; and

25           WHEREAS, Section 14-403(b) of the Act provides that an incorporating county may (i)  
 26 change the structure, organization, program or activity of the parking authority created by it  
 27 pursuant to the Act, unless the change would impair the parking authority's obligation under a  
 28 contract the parking authority entered into before the change, or (ii) terminate the parking  
 29 authority unless the termination would impair the parking authority's obligation under a contract  
 30 the parking authority entered into before the termination; and

31           WHEREAS, Section 14-312 of the Act further provides that upon termination of a parking

1 authority, title to all its property shall vest in the incorporating county and all obligations and  
2 assets of the parking authority shall be transferred to and assumed by the county in which the  
3 parking authority is located; and

4 WHEREAS, pursuant to Chapter 491 of the Laws of Maryland of 1996 (hereinafter referred  
5 to as "Chapter 491"), the Maryland General Assembly authorized Prince George's County,  
6 Maryland (hereinafter referred to as the "County"), by local law, to establish a body corporate  
7 and politic and a unit of the County known as the "Revenue Authority of Prince George's  
8 County" and Sections 21A-101 through 21A-112, inclusive, were added to The Public Local  
9 Laws of Prince George's County under the new subtitle "Subtitle 21A. Revenue Authority"  
10 (hereinafter referred to as "Subtitle 21A"); and

11 WHEREAS, pursuant to Chapter 491 and CB-84-1997, passed by the County Council of  
12 Prince George's County, Maryland (hereinafter referred to as the "County Council") on  
13 November 25, 1997, approved by the County Executive of Prince George's County, Maryland  
14 (hereinafter referred to as the "County Executive") on December 17, 1997, and effective 45  
15 calendar days after it became law (hereinafter referred to as "CR-84-1997"), the Revenue  
16 Authority of Prince George's County (hereinafter referred to as the "Revenue Authority"), a body  
17 corporate and politic and a unit of the County was created and Sections 21A-113 through 21A-  
18 121, inclusive, were added to Subtitle 21A; and

19 WHEREAS, pursuant to Chapter 491 and CB-84-1997, CR-61-1998, adopted by the  
20 County Council on July 28, 1998 and effective on July 28, 1998 (hereinafter referred to as "CR-  
21 61-1998"), the charter of the Revenue Authority was approved and the County Executive was  
22 authorized to complete and file the same with the State Department of Assessments and  
23 Taxation; and

24 WHEREAS, pursuant to Chapter 491, CB-84-1997 and CR-61-1998, the Articles of  
25 Incorporation for the Revenue Authority were executed by the County Executive on July 28,  
26 1998 and were filed with the State Department of Assessments and Taxation on July 31, 1998;  
27 and

28 WHEREAS, pursuant to Chapter 491 and Subtitle 21A, the Revenue Authority has the  
29 power, among other matters, to acquire, purchase, or otherwise obtain, hold, and use any  
30 property, real, personal, or mixed, tangible or intangible, or any interest therein, and to lease as  
31 lessee any property, real, personal, or mixed, tangible or intangible, or any interest therein, and to

1 lease as lessor any project (as defined therein) or part of any project, whether wholly or partially  
2 completed, and any property, real, personal or mixed, tangible or intangible, or any interest  
3 therein, at any time acquired by the Revenue Authority; and

4 WHEREAS, pursuant to Chapter 491 and Subtitle 21A, the Revenue Authority has the  
5 power to construct, reconstruct, remodel, renovate, improve, equip, furnish, maintain, acquire  
6 (by purchase, lease, or other legal means), operate, control, regulate, and finance or refinance  
7 projects (as defined therein) within the boundary lines of the County, devoted wholly or partially  
8 for public uses, good or general welfare; and

9 WHEREAS, pursuant to Chapter 491 and Subtitle 21A, the projects in which the Revenue  
10 Authority may engage include projects to stimulate employment or economic growth in the  
11 County, transportation facilities and systems and other projects authorized by local law; and

12 WHEREAS, the County Executive recommends that the Parking Authority be terminated  
13 in accordance with the Act, contingent upon the immediate transfer of all property, obligations  
14 and assets of the Parking Authority vested in, transferred to and assumed by the County to the  
15 Revenue Authority, the obtaining of certain consents to such transfer, and the obtaining of  
16 certain written assurances, and the satisfaction of certain other contingencies provided for herein;  
17 and

18 WHEREAS, the termination of the Parking Authority is contingent upon the Parking  
19 Authority not impairing the obligation under contracts entered into by the Parking Authority  
20 prior to the termination of the Parking Authority; and

21 WHEREAS, the transfer by the County to the Revenue Authority of all property of the  
22 Parking Authority vested in, transferred to and assumed by the County upon such termination  
23 shall not be subject to the provisions of Section 2-111.01 of the Prince George's County Code;  
24 and

25 WHEREAS, this Act provides that the Revenue Authority shall assume the staff  
26 complement of the Parking Authority as of the Effective Date provided for in Section 19 of this  
27 Act (hereinafter referred to as the "Effective Date of this Act"), said employees shall occupy  
28 comparable positions in the service of the Revenue Authority and their employment shall be  
29 governed by the terms and conditions of the Employee Handbook utilized by the Parking  
30 Authority as of the Effective Date of this Act, and provides that the staff complement of the  
31 Parking Authority as of the Effective Date of this Act to be employed by the Revenue Authority

1 shall not be subject to diminution of their benefits, employment and retirement status at the time  
 2 of their employment with the Revenue Authority as a result of their assumption by the Revenue  
 3 Authority; and

4 WHEREAS, this Act has been introduced before the County Council in order to provide  
 5 for, upon the satisfaction of certain contingencies provided for herein, among other things, the  
 6 termination of the Parking Authority, the vesting in, transfer to and assumption by the County of  
 7 all property, obligation and assets of the Parking Authority, and the transfer by the County to the  
 8 Revenue Authority of all property, obligations and assets of the Parking Authority vested in,  
 9 transferred to and assumed by the County upon termination of the Parking Authority.

#### 10 BOND RECITALS

11 WHEREAS, Section 14-309 of the Act authorizes the Parking Authority to issue its revenue  
 12 bonds to finance the cost of acquiring property and of establishing, constructing, erecting,  
 13 altering, expanding, and enlarging, improving and equipping buildings, structures and other  
 14 facilities for the carrying out of its purposes, which include the development of vehicle parking  
 15 facilities to relieve unemployment and establish a balanced economy in the County; and

16 WHEREAS, Section 14-309 of the Act further provides that in order to implement the  
 17 authority conferred upon it by the Act to issue bonds, the Parking Authority shall adopt a  
 18 resolution determining and providing for various matters outlined in the Act; and

19 WHEREAS, from 1986 to the present, the Parking Authority has financed and refinanced  
 20 through the issuance of its revenue bonds the development of one parking facility in the County  
 21 which is known as the Prince George's County Justice Center Parking Facility (hereinafter  
 22 referred to as the "Justice Center Parking Facility"); and

23 WHEREAS, references herein to the Justice Center Parking Facility are deemed to include  
 24 the "Project" and the "Project Site" as defined in certain of the Bond Documents identified  
 25 herein; and

26 WHEREAS, regarding the Justice Center Parking Facility and pursuant to the provisions of  
 27 the Act, the Local Law as then in effect, a bond resolution adopted by the Authority on April 15,  
 28 1986 and the 1986 Indenture referred to herein, the Parking Authority issued its variable rate  
 29 revenue bonds designated "Parking Authority of Prince George's County Revenue Bonds (Prince  
 30 George's County Justice Center Parking Facility Project), Series 1986" in the aggregate principal  
 31 amount of \$12,000,000 (hereinafter referred to as the "1986 Bonds") for the purpose of financing

1 the acquisition of certain real property in Hyattsville, Maryland (referred to in the Bond  
2 Documents as the "Project Site"), the construction of a parking facility containing approximately  
3 540 spaces (referred to in the Bond Documents as the "Project") and costs of issuance of the  
4 1986 Bonds; and

5 WHEREAS, regarding the Justice Center Parking Facility and in connection with the 1986  
6 Bonds, a Lease Agreement dated as of May 1, 1986 (hereinafter referred to as the "Lease"), was  
7 entered into by and between the Parking Authority (referred to therein as the "Authority") and  
8 the County (referred to therein as the "County") providing for the County to lease from the  
9 Parking Authority the Project and the Project Site identified therein for a lease term, rental and  
10 such other terms and conditions as fully set forth therein; the lease by the County of the Project  
11 Site and the Project from the Parking Authority is exclusive of any air rights above the Project  
12 which are reserved by the Parking Authority pursuant to the Lease; and

13 WHEREAS, regarding the Justice Center Parking Facility and in connection with the 1986  
14 Bonds, an Indenture of Trust dated as of May 1, 1986 (hereinafter referred to as the "1986  
15 Indenture"), was entered into by and between the Parking Authority (referred to therein as the  
16 "Issuer") and The First National Bank of Maryland, as trustee for the holders of the 1986 Bonds  
17 and any Additional Bonds [as defined therein] issued pursuant to the 1986 Indenture (referred to  
18 therein as the "Trustee"), now known as either Allfirst Trust Company National Association or  
19 Allfirst Bank or by an affiliated name (hereinafter referred to as the "Trustee"); and

20 WHEREAS, regarding the Justice Center Parking Facility and in connection with the 1986  
21 Bonds, a Construction and Parking Facility Management Agreement dated as of May 1, 1986  
22 (hereinafter referred to as the "Agreement"), was entered into by and between the County  
23 (referred to therein as the "County") and the Parking Authority (referred to therein as the  
24 "Authority"), providing for acquisition and construction of the Project and for the Parking  
25 Authority to maintain and operate the Project for a term co-terminous with the expiration of the  
26 Lease, unless terminated earlier in accordance with the provisions of the Agreement, for such  
27 compensation and upon such other terms and conditions as fully set forth therein; and

28 WHEREAS, regarding the Justice Center Parking Facility and pursuant to the 1986  
29 Indenture, the Parking Authority granted, bargained, sold, conveyed, assigned and pledged,  
30 without recourse, to the Trustee and its successors in trust and assigns forever, to the extent  
31 provided in the 1986 Indenture, all of its right, title and interest in and to the Lease and in and to

1 the Revenues and certain other property identified in the 1986 Indenture; notwithstanding such  
2 assignment, the 1986 Indenture provides that the Parking Authority retains the right to payment  
3 of its Administrative Expenses (as defined in the 1986 Indenture) and that so long as no Event of  
4 Default (as identified in Section 7.01 of the Lease) has occurred and is continuing, the Parking  
5 Authority shall exercise all its rights and obligations under the Lease; and

6 WHEREAS, regarding the Justice Center Parking Facility and pursuant to the provisions of  
7 the Act and the Local Law, on April 7, 1992, the Parking Authority adopted a resolution  
8 providing for the issuance, sale and delivery of the Parking Authority's fixed rate refunding  
9 revenue bonds in an aggregate principal amount of Ten Million Eight Hundred Twenty-five  
10 Thousand Dollars (\$10,825,000), for the purpose of refinancing the cost of acquisition and  
11 construction of the Project Site and the Project by redeeming on May 1, 1992 the then-  
12 outstanding 1986 Bonds, approving certain documents presented to the Parking Authority and  
13 providing for the execution and delivery of the same, and generally providing for and  
14 determining various matters in connection with the transactions contemplated thereby; and

15 WHEREAS, regarding the Justice Center Parking Facility and pursuant to the 1986  
16 Indenture and the Supplemental Indenture referred to herein, on April 15, 1992 the Parking  
17 Authority issued its \$10,825,000 Parking Authority of Prince George's County Refunding  
18 Revenue Bonds (Prince George's County Justice Center Parking Facility Project), Series 1992  
19 (hereinafter referred to as the "1992 Bonds"), the proceeds of which were applied by the Parking  
20 Authority to currently refund all of the then-outstanding 1986 Bonds, which then-outstanding  
21 1986 Bonds were redeemed in full on May 1, 1992, and to pay certain costs relating to the  
22 issuance of the 1992 Bonds; and

23 WHEREAS, regarding the Justice Center Parking Facility and in connection with the 1992  
24 Bonds, a First Supplemental Indenture of Trust dated as of April 1, 1992 (hereinafter referred to  
25 as the "Supplemental Indenture" and, together with the 1986 Indenture, as the "Indenture"), was  
26 entered into by and between the Parking Authority (referred to therein as the "Issuer") and The  
27 First National Bank of Maryland, as trustee for the holders of the 1992 Bonds and any Additional  
28 Bonds [as defined therein] issued pursuant to the Indenture (referred to therein as the "Trustee"),  
29 now known as either Allfirst Trust Company National Association or Allfirst Bank or by an  
30 affiliated name (hereinafter referred to as the "Trustee"); and

31 WHEREAS, regarding the Justice Center Parking Facility and in connection with the 1992



1 Bonds, a Tax and Section 148 Certificate dated April 15, 1992 (hereinafter referred to as the  
2 "Tax Certificate"), was executed and delivered by the Parking Authority (referred to therein as  
3 the "Authority"); and

4 WHEREAS, regarding the Justice Center Parking Facility and in connection with the 1992  
5 Bonds, Arbitrage Compliance Instructions dated as of April 15, 1992 (hereinafter referred to as  
6 the "Instructions"), were delivered by the Parking Authority (referred to therein as the  
7 "Authority"), accepted and agreed to by the County, and acknowledged and agreed to by the  
8 Trustee; and

9 WHEREAS, regarding the Justice Center Parking Facility, the 1992 Bonds, the Lease, the  
10 Indenture, the Agreement, the Tax Certificate and the Instructions are hereinafter referred to  
11 collectively as the "Bond Documents"; and

12 WHEREAS, regarding the Justice Center Parking Facility, as of August 1, 2001, the 1992  
13 Bonds were outstanding in an aggregate principal amount of \$4,400,000, and the 1992 Bonds  
14 will finally mature, according to their terms, on May 1, 2005; Standard & Poor's Ratings  
15 Services, a Division of The McGraw-Hill Companies, Inc., currently maintains a rating on the  
16 outstanding 1992 Bonds; and

17 WHEREAS, regarding the Justice Center Parking Facility and pursuant to the provisions of  
18 the Act, the Local Law and the Indenture, the 1992 Bonds are limited obligations of the Parking  
19 Authority the principal or redemption price of which, and the interest on which, are payable  
20 solely from the Revenues (as defined in the Indenture), including payments of Rent (as defined  
21 in the Lease) by the County under the Lease; and

22 WHEREAS, regarding the Justice Center Parking Facility and pursuant to the provisions of  
23 the Act and the Indenture, neither the 1992 Bonds nor the interest thereon shall ever constitute an  
24 indebtedness or a charge against the general credit or taxing powers of the Parking Authority, of  
25 the State of Maryland or of any political subdivision thereof (including the County) within the  
26 meaning of any constitutional or charter provision or statutory limitation; the Parking Authority  
27 has no taxing power; and

28 WHEREAS, regarding the Justice Center Parking Facility, pursuant to the provisions of  
29 certain of the Bond Documents, title to the Project and the Project Site identified therein will  
30 remain in the Parking Authority, including during any Extension Term (as defined in the Lease);  
31 and

1 WHEREAS, regarding the Justice Center Parking Facility, the Initial Term (as defined in  
2 the Lease) is scheduled to end on the date on which the principal of and premium, if any, and  
3 interest on the Bonds (meaning all Bonds issued from time to time under the Indenture) shall  
4 have been fully paid or provision for payment thereof shall have been made in accordance with  
5 the Indenture; and

6 WHEREAS, regarding the Justice Center Parking Facility, at the option of the County, the  
7 term of the Lease may be extended for one or more Extension Terms (as defined in the Lease) to  
8 assure that the County retains its leasehold rights and interest until the date that is forty (40)  
9 years following the Completion Date (as defined in the Lease), subject to certain conditions  
10 provided for in the Lease; and

11 WHEREAS, regarding the Justice Center Parking Facility, so long as any Bonds (as defined  
12 in the Lease) are outstanding, the Project and the Project Site (including the reserved air rights)  
13 will be used as a parking facility, subject to the provisions of Section 5.04 of the Lease; and

14 WHEREAS, regarding the Justice Center Parking Facility, the County's obligation to pay  
15 Rent (as defined in the Lease) is a general obligation of the County, backed by the full faith and  
16 credit and taxing power of the County; provided, however, that the County's real property taxing  
17 power is limited by Section 817B of the Charter of Prince George's County, Maryland; and

18 WHEREAS, regarding the Justice Center Parking Facility, pursuant to the provisions of  
19 certain of the Bond Documents, when the term of the Lease shall have ended (including any  
20 Extension Terms thereunder) the Parking Authority shall retain fee simple title in the Project Site  
21 and the Project identified therein, and the County shall have no further interest therein; and

22 WHEREAS, the Bond Documents to which there is more than one party provide, as  
23 applicable, that the provisions thereof are binding upon the parties thereto and the successors and  
24 assigns (or, in certain cases, permitted assigns); and

25 WHEREAS, Section 5.09 of the Lease provides in substance that: "Except for Permitted  
26 Encumbrances, the Authority shall not sell, abandon, cease to own, assign, encumber, mortgage,  
27 transfer or dispose of the Project or the Project Site (or any portion thereof) without the prior  
28 written consent of the County"; and

29 WHEREAS, Section 5.09 of the Lease further provides in substance that it "may not be  
30 assigned as a whole or in part, and the Project may not be leased, sold or otherwise disposed of,  
31 as a whole or in part, by either the County or the Authority without the prior written consent of

1 the other party"; and

2 WHEREAS, Section 12.01 of the Indenture expressly provides that: "In the event of  
3 dissolution of the Issuer, all the covenants, stipulations, promises and agreements in this  
4 Indenture contained by or on behalf of, or for the benefit of, the Issuer, shall bind or inure to the  
5 benefit of, as the case may be, the successors of the Issuer from time to time and any entity,  
6 officer, board, commission, agency or instrumentality to whom or to which any power or duty of  
7 the Issuer shall be transferred"; and

8 WHEREAS, the County has been advised by certain bond rating agencies and others that it  
9 would be advisable for the County to consolidate certain of its bond issuing entities, and due to  
10 the fact that the Revenue Authority has broader powers than the Parking Authority, the County  
11 Executive recommends that the Parking Authority be terminated in accordance with the  
12 provisions of the Act, upon which termination title to all of the property of the Parking Authority  
13 shall vest in the County and all obligations and assets of the Parking Authority shall be  
14 transferred to and assumed by the County and that, immediately upon such termination, title to  
15 all of the property, obligations and assets of the Parking Authority shall be transferred by the  
16 County to the Revenue Authority and assumed by the Revenue Authority, it being the intention  
17 that by such termination and transfer that there be no impairment of contracts of the Parking  
18 Authority, including (without limitation) impairment of the rights of the holders of the  
19 outstanding 1992 Bonds or impairment of contracts of any of the Bond Documents or any other  
20 documents, contracts, agreements or instruments of any nature whatsoever to which the Parking  
21 Authority is a party or subject or by which the Parking Authority is bound.

22 SECTION 1. NOW, THEREFORE, BE IT ENACTED by the County Council of Prince  
23 George's County, Maryland, that the recitals and bond recitals to this Act are hereby incorporated  
24 by reference herein and deemed a substantive part of this Act, and terms used in this Act shall  
25 have the meanings given to such terms in the recitals hereto, unless otherwise defined herein.

26 SECTION 2. BE IT FURTHER ENACTED that Sections 2-399, 2-400, 2-401, 2-402,  
27 2-403, 2-403.01, 2-404, 2-404.01, 2-404.02, 2-405, 2-405.01, 2-406, 2-407, 2-408, 2-409, 2-410,  
28 2-411.01, 2-411.02, 2-412, and 2-413 of the Prince George's County Code be and the same are  
29 hereby repealed.

30 SECTION 3. BE IT FURTHER ENACTED that Sections 21A-301, 21A-302, 21A-303,  
31 21A-304, and 21A-305 of the Prince George's County Code be and the same are hereby added:

**SUBTITLE 21A. REVENUE AUTHORITY.**

**DIVISION 3. PARKING AND PARKING FACILITIES.**

**Sec. 21A-301. Parking and parking facilities.**

The Revenue Authority of Prince George's County may exercise all the powers and functions granted to it by State law and the Prince George's County Code regarding parking and parking facilities. The Revenue Authority may do any other and all corporate acts for the purpose of carrying out its functions regarding parking and parking facilities under State law and the Prince George's County Code.

**Sec. 21A-302. Purpose.**

A purpose of the Revenue Authority is to provide for the encouragement of trade and industry, the relief of conditions of unemployment, a balanced economy and the promotion of economic development through the acquisition, construction and operation of parking and related facilities for motorized and nonmotorized vehicles.

**Sec. 21A-303. Definitions.**

As used herein the term **parking facilities** shall mean and include any area, lot, structure, building, garage, or other means for the storage or parking of automobiles, trucks, or other motorized or nonmotorized vehicles, including vehicular and pedestrian access thereto, which may be established, constructed, erected, acquired, owned or leased, maintained, and operated by the Revenue Authority. Such term shall also mean those appurtenances such as parking meters, automatic gates, or security systems which may be acquired, owned or leased by the Revenue Authority. Any such facilities may include such space for general rental purposes as the Revenue Authority may in its discretion deem to be necessary or appropriate to be used for parking purposes. Parking facilities are hereby expressly recognized as being among the types of projects in which the Revenue Authority may engage pursuant to Section 21A-103 of this Subtitle.

**Sec. 21A-304. Report to County.**

On or before September 15 of each year, the Revenue Authority shall provide to the County Executive and the County Council a report of all transactions made by the Revenue Authority during the preceding fiscal year for the acquisition, operation, or alienation of any parking facility or interest therein, including any interest in the property on which the parking facility is located.

**Sec. 21A-305. Rules and regulations.**

The Revenue Authority may make rules and regulations for the government and use of all land and other property or parking facilities acquired by it or under its care. It shall cause these rules and regulations to be posted on the property to which they apply. Following their promulgation, they shall be published at least two (2) consecutive weeks in the County newspapers of record, and the posting and publication shall be sufficient notice to all persons. The sworn certificate of any member of the Revenue Authority of the posting and publication shall be prima facie evidence thereof.

SECTION 4. BE IT FURTHER ENACTED that Section 2-411 of the Prince George's County Code be and the same is hereby transferred to be Section 21A-306 of the Prince George's County Code.

SECTION 5. BE IT FURTHER ENACTED that Sections 26-101, 26-123, 26-132, 26-134, 26-140, 26-143, 26-148, 26-149.01, 26-163.02, and 26-168 of the Prince George's County Code be and the same are hereby repealed and reenacted with the following amendments:

**SUBTITLE 26. VEHICLES AND TRAFFIC.****DIVISION 1. ADMINISTRATIVE PROVISIONS.****Sec. 26-101. Definitions.**

(a) For the purposes of this Subtitle, the following words and phrases shall have the meanings respectively ascribed to them hereunder:

\* \* \* \* \*

[(11)] **Parking Authority** means the Parking Authority of Prince George's County.]

[(12)] **(11) Passenger Loading Zone** means a place reserved for the exclusive use of vehicles while receiving or discharging passengers.

[(13)] **(12) Public Agency** is the Prince George's County Government or the Washington Metropolitan Area Transit Authority.

[(14)] **(13) Public Bicycle Area** means any highway, street, sidewalk, bicycle path, or other facility or area maintained by the State or designated, established, or maintained by the County pursuant to this Subtitle for the exclusive or nonexclusive use of bicycles.

[(15)] **(14) Public Parking Facility** means those properties in Prince George's County owned or leased by Prince George's County and designated for public parking; and those properties in Prince George's County owned or leased and operated by the Washington

Metropolitan Area Transit Authority or the [Parking] Revenue Authority and designated for public parking.

[(16)] (15) **Recorded Images** means images recorded by a traffic control signal monitoring system on two or more photographs, microphotographs, electronic images, a videotape, or any other medium which shows the rear of a motor vehicle clearly identifying the registration plate number on the motor vehicle on at least one image or on a portion of tape.

(16) **Revenue Authority** means the Revenue Authority of Prince George's County.

\* \* \* \* \*

## **DIVISION 8. PARKING REGULATIONS.**

### **Sec. 26-123. Overnight and weekend parking of commercial buses, trailers, and trucks restricted; impounding; penalty.**

(a) No person shall park any commercial bus, commercial trailer, or heavy commercial truck on any street or highway in the County, outside the corporate limits of any municipality, between the hours of 6:00 P.M. and 6:00 A.M. each day of the week or at any time on Sundays or holidays.

(b) This Section shall not apply to vehicles which are in the course of a commercial purpose and do not park for more than a two (2) hour period.

(c) Any vehicle which is parked in violation of this Section shall be subject to being towed by the Police Department or the [Parking] Revenue Authority from such highway or street and impounded after it has been parked for a twenty-four (24) hour period. The impoundment of the vehicle shall be done pursuant to Division 18 of this Subtitle.

(d) Any person issued a citation for a violation of this Section shall be subject to a fine of One Hundred Fifty Dollars (\$150.00) for each violation.

(e) If any municipality in Prince George's County shall adopt this Section as it may be amended from time to time and without modification, and request that the County enforce the provisions hereof within the corporate limits of such municipality, the County shall hereafter administer and enforce the provisions of this Section within such incorporated municipality.

\* \* \* \* \*

### **Sec. 26-132. Use of parking meters; impounding; penalty.**

(a) No person shall park, store, or leave any vehicle of any kind, whether attended or not, and no owner of any vehicle shall allow, permit, or suffer the vehicle to be parked, stored, or left, whether attended or not, upon any property upon which have been erected parking meters by the

Director, except in strict conformance with the designated use, time, and other conditions appearing on or about any parking meters erected thereon.

(b) Any vehicle found parked, stored, or left in violation of the conditions found on or about any parking meter may be impounded by the Police Department or the [Parking] Revenue Authority, or any County work force. The impoundment of the vehicle shall be done pursuant to Division 18 of Subtitle 26 of this Code.

(c) Any person issued a citation for a violation of this Section shall be subject to a fine of not more than Fifteen Dollars (\$15.00) for each offense.

\* \* \* \* \*

#### **Sec. 26-134. Enforcement of parking regulations.**

(a) It shall be the duty of the Police Officers of the County, or any other County employees specifically designated by the County Executive, to enforce the provisions of this Division.

(b) The [Parking] Revenue Authority may designate persons to enforce the provisions of this Division for property owned or operated by the [Parking] Revenue Authority or other such public parking facilities or streets and highways as may be designated by Executive Order and approved by the County Council for enforcement by the [Parking] Revenue Authority.

\* \* \* \* \*

### **DIVISION 9. PARKING PERMIT AREAS.**

#### **Sec. 26-140. Parking area violation; penalty.**

(a) No person shall park any vehicle or use any parking permit in a manner contrary to the regulations and provisions established by the County Executive pursuant to this Division.

(b) Any person issued a citation for a violation of this Section shall be subject to a fine of Fifty Dollars (\$50.00) for each violation.

(c) It shall be the duty of the Police Officers of the County, or any other County employees specifically designated by the County Executive, to enforce the provisions of this Division. The Police Department is authorized to impound and remove any vehicle parked in violation of the regulations and provisions established pursuant to this Division without prior notice pursuant to Division 18 of this Subtitle.

(d) The [Parking] Revenue Authority may designate persons to enforce the provisions of this Division for property owned or operated by the [Parking] Revenue Authority or other such

public parking facilities or streets and highways as may be designated by Executive Order and approved by the County Council for enforcement by the [Parking] Revenue Authority.

\* \* \* \* \*

#### **DIVISION 11. PUBLIC PARKING AREAS.**

##### **Sec. 26-143. Applicability of Division.**

This Division shall apply to all public parking facilities throughout the County operated by a public agency or the [Prince George's County Parking Authority] Revenue Authority of Prince George's County requiring regulatory enforcement.

\* \* \* \* \*

##### **Sec. 26-148. Obedience to public parking area regulations.**

(a) It shall be a violation of this Division for any person to disobey any directions on any official traffic control device or any of the other provisions of this Division.

(b) Any vehicle parked in violation of this Division or otherwise parked so as to constitute a definite hazard to public safety or is so parked, stopped, or standing so as to impede or obstruct the normal movement of traffic or pedestrians, may be impounded by members of the Police Department or the [Parking] Revenue Authority, or other authorized persons designated by the Chief of Police pursuant to Division 18 of this Subtitle.

\* \* \* \* \*

##### **Sec. 26-149.01. The [Parking] Revenue Authority of Prince George's County.**

The [Parking] Revenue Authority may designate persons to enforce the provisions of this Division for public parking facilities owned, leased, or operated by the [Parking] Revenue Authority or such other public parking facilities or streets and highways as may be designated by Executive Order and approved by the County Council for enforcement by the [Parking] Revenue Authority.

\* \* \* \* \*

#### **DIVISION 15. PENALTIES.**

##### **Sec. 26-163.02. Outstanding traffic and parking violation notices; impoundment.**

(a) Any unattended motor vehicle found parked at any time upon any public street in Prince George's County, or any parking facility owned or operated by the [Parking] Revenue Authority or Prince George's County, against which there are two or more outstanding or otherwise unsettled traffic and/or parking violation notices or against which there have been



1 issued two or more warrants, may, by, or under the direction of the County Police Department  
 2 either by towing or otherwise, be removed or conveyed to and impounded in any place  
 3 designated by the Chief of Police or the [Parking] Revenue Authority, or immobilized in such  
 4 manner as to prevent its operation, except that no such vehicle shall be immobilized by any  
 5 means other than by the use of a device or other mechanism which will cause no damage to such  
 6 vehicle unless it is moved while such device or mechanism is in place.

7 (b) The impoundment or immobilization of a vehicle shall be done pursuant to Division 18  
 8 of this Subtitle. In any case involving immobilization of a vehicle pursuant to this Subsection,  
 9 such member or officer shall cause to be placed on such vehicle, in a conspicuous manner, notice  
 10 sufficient to warn any individual to the effect that such vehicle has been immobilized and that  
 11 any attempt to move such vehicle might result in damage to such vehicle.

12 (c) The owner of such impounded or immobilized motor vehicle, or other duly authorized  
 13 person, shall be permitted to repossess or to secure the release of the vehicle upon presentation of  
 14 a "Certificate of No Probable Cause" or upon satisfaction of all outstanding traffic and/or parking  
 15 violation notices and reimbursement of all towing, storage, and other costs incurred as a result of  
 16 the impoundment or immobilization.

17 \* \* \* \* \*

## 18 **DIVISION 18. IMPOUNDMENT.**

### 19 **Sec. 26-168. Impoundment; notice to owner.**

20 (a) Within two (2) full County working days after impoundment of any vehicle pursuant to  
 21 Section 26-166 (a)(1) through (7) of this Code, the police department or [Parking] Revenue  
 22 Authority shall mail a notice by registered mail to the last known registered owner of the vehicle  
 23 and to each secured party, as may be disclosed by the vehicle license number, if such be  
 24 obtainable, and to any other person who claims the right to possession of the vehicle, if such a  
 25 claim is actually known to an officer, agent, or employee of the police department who has  
 26 knowledge of the impoundment. If a police officer who has knowledge of the impoundment has  
 27 reason to believe that an owner or one who claims the right to possession of the vehicle is  
 28 residing or is in custody at some different address which is known to the officer, a copy of the  
 29 notice shall also be mailed by regular mail to such owner or claimant at the known address. If a  
 30 vehicle is redeemed prior to the mailing of such notice, then notice need not be mailed.

31 (b) The notice shall contain the following:

1 (1) A statement as to the reason why the vehicle has been impounded;

2 (2) The year, make, model, and vehicle identification number of the vehicle;

3 (3) The location of the impoundment facility where the vehicle is being held;

4 (4) A statement that the vehicle owner or secured party has the right to a hearing to  
5 contest the validity of the impoundment at any time within twenty-one (21) calendar days of the  
6 date of such notice by filing a request for hearing with the Police Department on a request form  
7 which shall be included with such notice; and

8 (5) A statement that the owner or the secured party may have a right, depending upon  
9 the reason for the impoundment, to reclaim the vehicle upon payment of all outstanding parking  
10 violations and all towing and storage charges resulting from the storage and towing of the  
11 vehicle.

12 SECTION 6. BE IT FURTHER ENACTED that as required by Section 14-403(b) of the  
13 Act, the termination of the Parking Authority is contingent upon such action not impairing the  
14 obligations of the Parking Authority under contracts entered into by the Parking Authority prior  
15 to the termination of the Parking Authority.

16 SECTION 7. BE IT FURTHER ENACTED that the Revenue Authority shall assume the  
17 staff complement of the Parking Authority as of the Effective Date of this Act and said  
18 employees shall be governed by the terms and conditions of the Employee Handbook utilized by  
19 the Parking Authority as of the Effective Date of this Act. The staff complement of the Parking  
20 Authority as of the Effective Date of this Act to be employed by the Revenue Authority shall not  
21 be subject to diminution of their benefits, employment and retirement status at the time of their  
22 employment with the Revenue Authority as a result of their assumption by the Revenue  
23 Authority.

24 SECTION 8. BE IT FURTHER ENACTED that the staff complement of the Parking  
25 Authority as of the Effective Date of this Act shall occupy positions in the service of the  
26 Revenue Authority comparable in classification, salary, and status as the positions formerly  
27 occupied at the Parking Authority as of the Effective Date of this Act. The staff complement of  
28 the Parking Authority as of the Effective Date of this Act shall retain their accrued leave as of the  
29 Effective Date of this Act and shall also be credited with the years of service as of the Effective  
30 Date of this Act with the Parking Authority for the purpose of determining leave accrual. The  
31 staff complement of the Parking Authority as of the Effective Date of this Act shall be employed

1 by the Revenue Authority as of the Effective Date of this Act without a break in service and  
2 without disruption nor diminution of medical and defined contribution benefits as of the  
3 Effective Date of this Act.

4 SECTION 9. BE IT FURTHER ENACTED that the staff complement of the Parking  
5 Authority as of the Effective Date of this Act shall receive the employee medical benefits  
6 provided as of the Effective Date of this Act. The Revenue Authority shall file appropriate  
7 notices with medical plan providers servicing the staff complement of the Parking Authority as  
8 of the Effective Date of this Act and make provisions to continue the existing medical plans with  
9 the Revenue Authority as the successor employer under said plans.

10 SECTION 10. BE IT FURTHER ENACTED that the staff complement of the Parking  
11 Authority as of the Effective Date of this Act shall receive the employee defined contribution  
12 plan benefits provided as of the Effective Date of this Act. To determine the Defined  
13 Contribution Plan service credit, the staff complement of the Parking Authority as of the  
14 Effective Date of this Act shall be credited with the years of service with the Parking Authority  
15 for the purpose of determining length of service. The Revenue Authority shall file appropriate  
16 notices with the defined contribution plan providers currently servicing the staff complement of  
17 the Parking Authority as of the Effective Date of this Act and make provisions to continue the  
18 existing defined contribution plans with the Revenue Authority as the successor employer under  
19 said plans.

20 SECTION 11. BE IT FURTHER ENACTED that the staff complement of the Parking  
21 Authority as of the Effective Date of this Act shall receive the employee life insurance benefits,  
22 accidental death and disability benefits, and long-term disability benefits provided as of the  
23 Effective Date of this Act. To determine the service credit for employee life insurance benefits,  
24 accidental death and disability benefits, and long-term disability benefits, the staff complement  
25 of the Parking Authority as of the Effective Date of this Act, shall be credited with the years of  
26 service with the Parking Authority. The Revenue Authority shall file appropriate notices with  
27 the life insurance benefit providers, accidental death and disability benefit providers, and long-  
28 term disability benefit providers servicing the staff complement of the Parking Authority as of  
29 the Effective Date of this Act and make provisions to continue the life insurance benefits,  
30 accidental death and disability benefits, and long-term disability benefits with the Revenue  
31 Authority as the successor employer under said benefit plans.

SECTION 12. BE IT FURTHER ENACTED that, contingent upon satisfaction of the conditions set forth in this Act, pursuant to the authority of Section 14-304(b)(3) of the Act, the County hereby terminates the Parking Authority pursuant to Section 14-304(b)(3) of the Act as of the Effective Date of this Act and upon such termination title to all of the Parking Authority's property shall vest in the County. Parking Authority "property" means any real or personal property or any interest in real or personal property, and includes any franchise or easement. Further, all of the obligations and assets of the Parking Authority shall be transferred to and assumed by the County as of the Effective Date of this Act, including (without limitation) (i) all of the Parking Authority's right, title and interest in and to the Justice Center Parking Facility and the Project and the Project Site identified in the Bond Documents, and (ii) all of the Parking Authority's right, title and interest in and to any other property not specifically identified in this Act, and (iii) all of the Parking Authority's right, title and interest in and to and duties and obligations under (to the extent applicable) the Bond Documents, and (iv) all of the Parking Authority's right, title and interest in and to and duties and obligations under any other documents, agreements, contracts or instruments not specifically identified in this Act and entered into by the Parking Authority in connection with the consummation of the transactions provided for in the Bond Documents, and (v) all of the Parking Authority's right, title and interest in and to and duties and obligations under any other documents, agreements, contracts or instruments of any other nature whatsoever not specifically identified in this Act and entered into by the Parking Authority, or to which the Parking Authority originally was subject or by which the Parking Authority originally was bound (such termination, vesting, transfer and assumption being hereinafter referred to collectively as the "Parking Authority Termination and County Assumption"), and the County hereby approves such Parking Authority Termination and County Assumption, subject to the further provisions of this Act.

SECTION 13. BE IT FURTHER ENACTED that, contingent upon satisfaction of the conditions set forth in this Act, pursuant to the authority of Article 25A of the Annotated Code of Maryland, as amended, the County hereby authorizes and approves, in consideration of the payment by the Revenue Authority to the County of the sum of Ten Dollars (\$10.00), the immediate transfer, assignment, sale, grant and conveyance by the County to the Revenue Authority of all property of the Parking Authority vested in the County upon the termination of the Parking Authority and all obligations and assets of the Parking Authority transferred to and

assumed by the County upon the termination of the Parking Authority pursuant to the Parking Authority Termination and County Assumption, including (without limitation) (i) all of the County's (as the successor-in-interest to the Parking Authority) right, title and interest in and to the Justice Center Parking Facility (including the Project and the Project Site identified in the Bond Documents), and (ii) all of the County's (as the successor-in-interest to the Parking Authority) right, title and interest in and to any other property of the Parking Authority not specifically identified in this Act, and (iii) all of the County's (as the successor-in-interest to the Parking Authority) right, title and interest in and to and duties and obligations under (to the extent applicable) the Bond Documents, and (iv) all of the County's (as the successor-in-interest to the Parking Authority) right, title and interest in and to and duties and obligations under any other documents, agreements, contracts or instruments of any nature whatsoever not specifically identified in this Act and entered into originally by the Parking Authority, or to which the Parking Authority originally was subject or by which the Parking Authority originally was bound, in connection with the consummation of the transactions provided for in the Bond Documents, and (v) all of the County's (as the successor-in-interest to the Parking Authority) right, title and interest in and to and duties and obligations under any other documents, agreements, contracts or instruments of any other nature whatsoever not specifically identified in this Act and entered into originally by the Parking Authority or to which the Parking Authority originally was subject or by which the Parking Authority originally was bound (such transfer, assignment, sale, grant and conveyance being hereinafter referred to collectively as the "County Assignment and Revenue Authority Assumption"), subject to the further provisions of this Act, which such County Assignment and Revenue Authority Assumption shall become effective immediately upon the Effective Date of this Act. As required by Section 21A-103 of Subtitle 21A, the County hereby further approves the engagement by the Revenue Authority, as the successor-in-interest to the County (as the successor-in-interest to the Parking Authority), in the activities relating to the Project and the Project Site described in the Bond Documents.

SECTION 14. BE IT FURTHER ENACTED that the Parking Authority Termination and County Assumption and the County Assignment and Revenue Authority Assumption shall not become effective until all of the following conditions shall have been satisfied or, to the extent permitted herein, waived:

- (i) the Revenue Authority shall have adopted a resolution or resolutions pursuant to

1 the provisions of Chapter 491 and Subtitle 21A authorizing, approving and providing for the  
2 County Assignment and the Revenue Authority Assumption effective immediately upon the  
3 Parking Authority Termination and County Assumption, which such resolution or resolutions  
4 shall be in form and substance satisfactory to the Office of Law, and such resolution or  
5 resolutions shall have been filed with the Clerk of the Council; and

6 (ii) there shall have been filed with the Clerk of the Council, a written assurance or  
7 written assurances of any rating agency currently maintaining a rating on any of the outstanding  
8 1992 Bonds to the effect that the consummation of the transactions contemplated by the Parking  
9 Authority Termination and County Assumption and the County Assignment and Revenue  
10 Authority Assumption shall not cause such rating agency to downgrade or withdraw the rating it  
11 then currently maintains on any of the outstanding 1992 Bonds, which written assurance or  
12 written assurances shall be in form and substance satisfactory to the Office of Law; provided  
13 that, the County Executive, in his sole discretion, is hereby authorized to issue, execute and  
14 deliver to the Clerk of the Council an executive order waiving the provisions of this item (ii) if  
15 any such rating agency indicates it cannot or will not provide a written assurance contemplated  
16 by this item (ii) or indicates that the consummation of the transactions contemplated by the  
17 Parking Authority Termination and County Assumption and the County Assignment and  
18 Revenue Authority Assumption shall cause such rating agency to downgrade or withdraw the  
19 rating indicated therein or if the County Executive has been advised by the Office of Law or the  
20 Director of Finance that despite any such downgrade or withdrawal of a rating, neither the  
21 County or the Revenue Authority shall be materially adversely impacted by the same; and

22 (iii) to the extent the County Executive approves, issues, executes and delivers the  
23 Additional Requirements Executive Order identified in Section 16 of this Act, there shall have  
24 been filed with the Clerk of the Council and with any other party identified therein the additional  
25 items reflected in such Additional Requirements Executive Order; and

26 (iv) there shall have been filed with the Clerk of the Council a certificate or  
27 certificates of publication of notice of the intended County Assignment and Revenue Authority  
28 Assumption, to the extent required by Article 25A, Section 5(B) of the Annotated Code of  
29 Maryland, as amended, which such publication shall be effected in accordance with Section 15  
30 of this Act; and

31 (v) there shall have been filed with the Clerk of the Council a duplicate original

1 counterpart of the Assignment and Assumption Document identified in Section 18 of this Act.

2       SECTION 15. BE IT FURTHER ENACTED that the County Executive is hereby  
3 authorized and empowered, on behalf of the County, pursuant to an executive order approved,  
4 issued, executed and delivered by the County Executive, to prepare or provide for the preparation  
5 of, and approve or provide for the approval of, such notice or notices as may be required by  
6 Article 25A, Section 5(B) of the Annotated Code of Maryland, as amended, in connection with  
7 the intended County Assignment and Revenue Authority Assumption, to the extent applicable,  
8 and the required publication of any such notice or notices.

9       SECTION 16. BE IT FURTHER ENACTED that the County Executive is hereby  
10 authorized to approve, issue, execute and deliver, upon the advice of the Office of Law, one or  
11 more executive orders providing for the approval, execution, delivery or provision, as the case  
12 may be, of additional written approvals, consents, authorizations, written assurances, agreements,  
13 documents, instruments, certificates or notices determined to be necessary or desirable in order  
14 to effectuate and consummate the Parking Authority Termination and County Assumption or the  
15 County Assignment and Revenue Authority Assumption (hereinafter referred to collectively as  
16 the "Additional Requirements Executive Order"), and to file or cause to be filed with the Clerk of  
17 the Council any such Additional Requirements Executive Order and any additional items  
18 reflected therein.

19       SECTION 17. BE IT FURTHER ENACTED that the County hereby consents to the  
20 assignment, sale, transfer and conveyance by the County to the Revenue Authority, effective  
21 immediately upon the Parking Authority Termination and County Assumption and the County  
22 Assignment and Revenue Authority Assumption, of the County's interests (only as the successor-  
23 in-interest to the Parking Authority) in and to the Lease and the interests contemplated in Section  
24 5.09 of the Lease, and the required prior written consents of the County to such actions shall be  
25 reflected in the Assignment and Assumption Document identified in Section 18 of this Act.

26       SECTION 18. BE IT FURTHER ENACTED that the County Executive, on behalf of the  
27 County, and with the advice of the Office of Law, is hereby authorized and empowered to  
28 provide for the preparation and negotiation of, and to execute and deliver, a document or  
29 documents by which the County and the Revenue Authority (hereinafter referred to as the  
30 "Assignment and Assumption Document") which shall memorialize, consummate and effect the  
31 County Assignment and Revenue Authority Assumption (hereinafter referred to as the

1 "Assignment and Assumption Document"), which Assignment and Assumption Document shall  
2 reflect the required prior written consents identified in Section 14 of this Act.

3 SECTION 19. BE IT FURTHER ENACTED that provided all of the conditions set forth  
4 in this Act are satisfied or waived in accordance with the provisions thereof as of January 1,  
5 2002, then the Parking Authority Termination and County Assumption and the County  
6 Assignment and Revenue Authority Assumption shall become effective by the provisions of this  
7 Act as of January 1, 2002.

8 SECTION 20. BE IT FURTHER ENACTED that in the event all of the conditions set  
9 forth in this Act are not satisfied or waived in accordance with the provisions thereof as of the  
10 Effective Date of this Act, then at any time prior to January 1, 2002, the County Executive may  
11 approve, issue, execute and deliver an executive order providing that the provisions of this Act  
12 shall be deemed null and void and of no further force and effect.

13 SECTION 21. BE IT FURTHER ENACTED that the consummation of the Parking  
14 Authority Termination and County Assumption provided for herein shall in no way be construed  
15 to result in a merger of the County's fee simple, leasehold or reversionary interests (as the  
16 successor-in-interest to the Parking Authority) and the County's leasehold or reversionary  
17 interests (as the County), in, to and under the Lease or any of the property identified therein, and  
18 all such fee simple, leasehold and reversionary interests shall continue, separate and distinct,  
19 upon the Effective Date of this Act.

20 SECTION 22. BE IT FURTHER ENACTED that the consummation of the Parking  
21 Authority Termination and County Assumption provided for herein shall result in the assumption  
22 by the County of the Parking Authority's interests as the issuer of the 1992 Bonds, and such  
23 result is hereby approved, provided that, by such assumption and prior to the effectiveness of the  
24 County Transfer and Revenue Authority Assumption, all such bonds and the interest on them  
25 shall be limited obligations of the County, the principal or redemption price of which, and the  
26 interest on which, are payable solely from the Revenues (as defined in the Indenture), including  
27 payments of Rent (as defined in the Lease) by the County under the Lease or from any other  
28 moneys made available to the County (as the successor-in-interest to the Parking Authority) for  
29 such purpose, and provided further, that neither the 1992 Bonds nor the interest thereon shall  
30 ever constitute an indebtedness or a charge against the general credit or taxing powers of the  
31 County (as the successor-in-interest to the Parking Authority), the State of Maryland or of any



1 political subdivision thereof within the meaning of any constitutional or charter provision or  
 2 statutory limitation and neither shall ever give rise to any pecuniary liability of the County (as  
 3 the successor-in-interest to the Parking Authority) or the County, and such bonds shall not  
 4 constitute an indebtedness to which the faith or credit of the County (as the successor-in-interest  
 5 to the Parking Authority) or the County is pledged.

6 SECTION 23. BE IT FURTHER ENACTED that pursuant to Section 21A-103 of Subtitle  
 7 21A, the County hereby approves the acquisition by the Revenue Authority, pursuant to the  
 8 County Assignment and Revenue Authority Assumption, of all of the County's interests obtained  
 9 pursuant to the Parking Authority Termination and County Assumption (only as successor-in-  
 10 interest to the Parking Authority) in the Bond Documents and the property identified therein and  
 11 any other documents, agreements, contracts or instruments of any nature whatsoever originally  
 12 entered into by the Parking Authority or to which the Parking Authority originally was subject or  
 13 by which the Parking Authority originally was bound in the consummation of the transactions  
 14 contemplated by the Bond Documents, including (without limitation) the assumption by the  
 15 Revenue Authority of the property interests and rights, duties and obligations of the Parking  
 16 Authority as lessor under the Lease, the assumption by the Revenue Authority of the property  
 17 interests and rights, duties and obligations of the Parking Authority as the issuer of the 1992  
 18 Bonds, the assumption by the Revenue Authority of the property interests and rights, duties and  
 19 obligations of the Parking Authority under the Agreement, and the assumption by the Revenue  
 20 Authority of the property interests and rights, duties and obligations of the Parking Authority as  
 21 the issuer under the Indenture, the Tax Certificate and the Instructions, and the County hereby  
 22 further approves such participation of the Revenue Authority in the acquisition, construction,  
 23 improvement, furnishing, equipping, maintenance, control, financing or refinancing of the  
 24 Justice Center Parking Facility (including the Project and the Project Site) and the carrying out  
 25 and consummation by the Revenue Authority, as the successor-in-interest to the County, as the  
 26 successor-in-interest to the Parking Authority, of the transactions, rights, duties and obligations  
 27 on the part of the Parking Authority contemplated by the Bond Documents and any related  
 28 documents, agreements, contracts or instruments of any nature whatsoever originally entered into  
 29 by the Parking Authority or to which the Parking Authority originally was subject or by which  
 30 the Parking Authority originally was bound.

31 SECTION 24. BE IT FURTHER ENACTED that the County Executive is hereby

1 authorized to approve, issue, execute and deliver one or more executive orders in order to  
2 specify, prescribe, determine, provide for, authorize or approve such additional matters, details,  
3 forms, documents or procedures deemed necessary or advisable to effect and consummate the  
4 Parking Authority Termination and County Assumption or the County Assignment and Revenue  
5 Authority Assumption.

6 SECTION 25. BE IT FURTHER ENACTED that the County Executive is hereby  
7 authorized to delegate to the Chief Administrative Officer or any Deputy Chief Administrative  
8 Officer the power of the County Executive to approve, issue, execute and deliver any executive  
9 order and to carry out and consummate the transactions provided for in any executive order  
10 contemplated by this Act.

11 SECTION 26. BE IT FURTHER ENACTED that the County Executive, the Chief  
12 Administrative Officer, any Deputy Chief Administrative Officer, the Director of the Office of  
13 Management and Budget, the Director of Finance, the County Attorney and all other appropriate  
14 officers and employees of the County are hereby authorized to take any action necessary or  
15 appropriate to effect and consummate the Parking Authority Termination and County  
16 Assumption and the County Assignment and Revenue Authority Assumption.

17 SECTION 27. BE IT FURTHER ENACTED that the provisions of this Act shall be  
18 liberally construed in order to effect and consummate the Parking Authority Termination and  
19 County Assumption and the County Assignment and Revenue Authority Assumption  
20 contemporaneously.

21 SECTION 28. BE IT FURTHER ENACTED that until the occurrence of the Effective  
22 Date of this Act, the Parking Authority shall retain title to all its property and assets and shall  
23 continue to exercise all of its rights, duties and obligations under the Bond Documents and any  
24 other documents, agreements, contracts or instruments of any nature whatsoever to which it is a  
25 party or subject or by which it is bound.

26 SECTION 29. BE IT FURTHER ENACTED that notwithstanding anything in this Act to  
27 the contrary, in the event the Parking Authority Termination and County Assumption and the  
28 County Assignment and Revenue Authority Assumption do not occur by the Effective Date of  
29 this Act, then at any time prior to January 1, 2002, the County Executive may approve, issue,  
30 execute and deliver an executive order providing that the provisions of this Act shall be deemed  
31 null and void and of no further force and effect.

1       SECTION 30. BE IT FURTHER ENACTED that in the event that the Parking Authority  
2 Termination and County Assumption and the County Assignment and Revenue Authority  
3 Assumption do not occur by the Effective Date of this Act provided for in accordance with the  
4 provisions of this Act or in the event the County Executive approves, issues, executes and  
5 delivers an executive order provided for in Section 29 of this Act, in no event shall this Act be  
6 construed to have resulted in the termination of the Parking Authority, the vesting in the County  
7 of title to all of the Parking Authority's property, or the transfer to and assumption by the County  
8 of all obligations and assets of the Parking Authority.

9       SECTION 31. BE IT FURTHER ENACTED that the Legislative Officer is authorized to  
10 reorder and renumber the sections of Subtitle 2 Administration, Subtitle 21A Revenue Authority,  
11 and Subtitle 26 Vehicles and Traffic, in conjunction with the publication of the 2001 Supplement  
12 to the 1999 Edition of the Prince George's County Code, if deemed appropriate.

13       SECTION 32. BE IT FURTHER ENACTED that the provisions of this Act are hereby  
14 declared to be severable; and, in the event that any section, subsection, paragraph, subparagraph,  
15 sentence, clause, phrase, or word of this Act is declared invalid or unconstitutional by a court of  
16 competent jurisdiction, such invalidity or unconstitutionality shall not affect the remaining  
17 words, phrases, clauses, sentences, subparagraphs, paragraphs, subsections, or sections of this  
18 Act, since the same would have been adopted without the incorporation in this Act of any such  
19 invalid or unconstitutional word, phrase, clause, sentence, subparagraph, subsection, or section.

20       SECTION 33. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45)  
21 calendar days after it becomes law and Sections 1 through 32 of this Act shall take effect  
22 January 1, 2002.

Adopted this 6th day of November, 2001

COUNTY COUNCIL OF PRINCE  
GEORGE'S COUNTY, MARYLAND

BY: \_\_\_\_\_  
Ronald V. Russell  
Chairman

ATTEST:

\_\_\_\_\_  
Joyce T. Sweeney  
Clerk of the Council

APPROVED:

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Wayne K. Curry  
County Executive

KEY:  
Underscoring indicates language added to existing law.  
[Brackets] indicate language deleted from existing law.  
Asterisks \*\*\* indicate intervening existing Code provisions that remain unchanged.