



City of Bowie

Regular City Council Meeting

Monday, February 5, 2024
Council Chambers - 8 p.m.

AGENDA

- I. CALL MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. QUORUM**
- IV. AGENDA ADDITIONS/DELETIONS/AMENDMENTS**
- V. CITIZEN PARTICIPATION**
- VI. PRESENTATIONS**
- VII. CITY BOARDS AND COMMITTEES**
- VIII. COUNCIL ANNOUNCEMENTS**
- IX. CITY MANAGER'S REPORT**
- X. CONSENT AGENDA**
 - A.** Approval of November 20, 2023 Swearing-in Ceremony Minutes
 - B.** Approval of December 4, 2023 Council Meeting Minutes
 - C.** Approval of January 2, 2024 Council Meeting Minutes
 - D.** Approval of January 16, 2024 Council Meeting Minutes
 - E.** Adoption of Proclamation P-1-24 Proclaiming February 2024 as Black History Month in the City of Bowie
 - F.** Adoption of Resolution R-4-24 Approving the Facilities Ground Lease Agreement Between the City of Bowie and Dish Wireless, LLC. at 16500 Annapolis Road and Authorizing the City Manager to Sign the Agreement
 - G.** Adoption of Resolution R-5-24 Approving the Request to Join the Maryland Public Sector Time to Care Act Insurance Collaborative
 - H.** Adoption of Resolution R-6-24 Waiving the Bidding Requirements of Section 61 "Purchasing and Contracting" of the City Charter to Allow the City Manager to Issue a Purchase Order to Turf Equipment and Supply Company and Authorize the Purchase of One (1) Toro 5510 Reelmaster Riding Mower
- XI. OLD BUSINESS**
- XII. NEW BUSINESS**
 - A.** Diversity Committee Request - The Chair of the Diversity Committee is requesting to reinstate the International Festival in the FY25 budget.
 - B.** Police Department Update - The Chief of Police will brief Council on the status of various matters in the Police Department.

- C. Complete Streets Pilot Project (Kenhill Drive) - Staff will report on and discuss the current design plan for Complete Streets treatment of Kenhill Drive.
- D. Council Discussion on Constituent Services Response Process
- E. Council discussion on budget for the smart cities task force or work group.

XIII. ADJOURNMENT

Note: The Ethics Commission has advised that under certain circumstances, members of the public may qualify as lobbyists when they testify before the City Council. If so, the Bowie Ethics Ordinance requires that certain information be filed with the Ethics Commission. Please review the information about lobbying that is provided with the City Clerk. If you have any questions about lobbying, please contact the Ethics Commission or the Assistant City Manager.

This meeting will be televised live on Verizon Channel 10 and Comcast Channel 71 and 996, repeated on 2/7/2024 and 2/10/2024 at 7:00 p.m., and [web-streamed live](#).

For a closed-captioned version of the meeting video, please go to <https://www.youtube.com/user/cityofbowiemd/playlists> and select the 2024 Council Meetings list. Once the meeting video opens, be sure to click on “CC” button to turn on closed captioning.

NEXT REGULAR MEETING OF THE BOWIE CITY COUNCIL - TUESDAY, FEBRUARY 20, 2024 - COUNCIL CHAMBERS - 8:00 P.M.

CITY COUNCIL SWEARING-IN CEREMONY MINUTES

MONDAY, NOVEMBER 20, 2023

CALL MEETING TO ORDER:

The Swearing-in Ceremony of the Bowie City Council was held on Monday, November 20, 2023, in the Council Chambers at City Hall. Mayor Adams called the meeting to order at 8:06 p.m.

QUORUM:

In attendance were Mayor Adams, Mayor Pro Tem Ndebumadu, Councilmembers Esteve, Hawkins, Truesdale and Woolfley; City Manager Lott, Assistant City Manager Mears, City Attorney Levan, City Clerk Hernandez, staff, and the public.

PRESENTATION OF COLORS AND PLEDGE OF ALLEGIANCE TO THE FLAG:

City of Bowie Police Department Honor Guard led the Presentation of Colors and the Pledge of Allegiance to the flag.

CONSENT AGENDA:

Councilmember Woolfley moved the approval of Consent Agenda Items: A) Approval of June 20, 2023 Meeting Minutes; B) Approval of July 3, 2023 Meeting Minutes; C) Approval of July 10, 2023 Meeting Minutes; D) Approval of August 14, 2023 Meeting Minutes; E) Approval of August 28, 2023 Special Meeting Minutes; F) Approval of September 5, 2023 Meeting Minutes; G) Approval of September 18, 2023 Meeting Minutes; H) Approval of October 2, 2023 Meeting Minutes; I) Approval of October 23, 2023 Meeting Minutes. Mayor Pro Tem Ndebumadu seconded the motion and it carried 6-0.

ADMINISTRATIVE REPORT:

A. Certification of November 7, 2023, City of Bowie Election – Ms. Yolanda Jones, Chairman of the Bowie Board of Elections, read the report from the Board of Elections dated November 16, 2023, certifying the results of the November 7, 2023, Election which is attached hereto.

PRESENTATIONS TO OUTGOING COUNCILMEMBERS:

Mayor Adams on behalf of the City, presented a gift to Councilmember Hawkins and thanked him for his service while on Council.

REMARKS BY OUTGOING COUNCILMEMBERS:

A. Councilmember Hawkins thanked his family, fellow colleagues, staff and residents for their support.

SWEARING-IN CEREMONY:

A. Mr. Gerry Mobley, Chief Deputy Clerk for Prince George's County Circuit Court, administered the Oath of Office to Timothy J. Adams, Mayor, in accordance with the Oath prescribed in Section 92A of the City Charter.

B. The Honorable Timothy J. Adams administered the Oath of Office to Councilmembers: Michael Esteve, District 1; Dufour Woolfley, District 2; Clinton Truesdale, District 3; Roxy Ndebumadu, District 4; Dennis Brady, At-Large; and Wanda Rogers, At-Large, in accordance with the Oath prescribed in Section 92A of the City Charter.

C. Remarks by Newly Elected Officials – All newly elected officials thanked their respective families, friends, voters, and members of their campaign staff for their help in getting them elected.

ORGANIZATIONAL MEETING:

A. Selection of Mayor Pro Tem – Mayor Adams moved to appoint Councilmember Dufour Woolfley as Mayor Pro Tem. Councilmember Brady seconded the motion and it carried 7-0.

ADJOURNMENT:

Mayor Pro Tem Woolfley moved to adjourn the meeting. Councilmember Rogers seconded the motion and it carried unanimously. The meeting was adjourned at 9:05 p.m.

Respectfully submitted,

Awilda Hernandez, MMC
City Clerk



Memorandum

TO: City Council

FROM: Awilda Hernandez, City Clerk

SUBJECT: 2023 City Election Results

DATE: 11/16/2023

We, the undersigned Board of Elections, do hereby certify that the attached is a true and actual account for the Election of the City of Bowie, Maryland on Tuesday, November 7, 2023. We, therefore, declare the following shall be the winners of this Election:

Mayor - Tim Adams	Number of Votes Cast : 4,821
Councilmember At-Large - Dennis Brady	Number of Votes Cast: 3,831
Councilmember At-Large - Wanda Rogers	Number of Votes Cast: 4,263
Councilmember District 1 - Michael Esteve	Number of Votes Cast: 1,261
Councilmember District 2 - Dufour Woolfley	Number of Votes Cast: 1,088
Councilmember District 3 - Clinton Truesdale	Number of Votes Cast: 749
Councilmember District 4 - Roxy Ndebumadu	Number of Votes Cast: 918

A total of 6,681 cast their votes at the polls, and 382 persons voted absentee, making a total of 7,063 voters casting votes in the November 7, 2023 City of Bowie Election. There are currently 46,585 voters registered on the County books, which makes a total of 15% of the registered voters casting their votes in the 2023 City Election.

Members of the Board of Elections:

Yolanda Jones, Chair
Brian Suddeth
Zach Lowe
Mia Russell
Sonia Huntley
Nedrea Scott
Auvonett Jones
Karl Stehmer
John Fagan

ATTACHMENTS: None

REGULAR CITY COUNCIL MEETING MINUTES

MONDAY, DECEMBER 4, 2023

CALL MEETING TO ORDER:

The Regular Meeting of the Bowie City Council was held on Monday, December 4, 2023, in Council Chambers at City Hall. Mayor Adams called the meeting to order at 8:00 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG:

Mayor Adams led the Pledge of Allegiance to the Flag.

QUORUM:

In attendance were Mayor Adams, Mayor Pro Tem Woolfley, Councilmembers Brady, Estève, Ndebumadu, Rogers, and Truesdale, City Manager Lott, Assistant City Manager Mears, City Attorney Levan, City Clerk Hernandez, and Staff.

CITIZEN PARTICIPATION:

City Clerk Hernandez commented that one comment was received via email and is attached as part of the record.

1. Leslie Kaunitz – Urged Council to complete the hiring process of the new Police Chief.

COUNCIL ANNOUNCEMENTS:

Mayor Adams thanked staff for the wonderful tree lighting event that was held this past weekend.

CITY MANAGER'S REPORT:

No report.

CONSENT AGENDA:

Mayor Pro Tem Woolfley motioned to approve Consent Agenda items: A) Adoption of Resolution R-70-23 Regarding Variance Application BV-1-23 A Request by Mike and Lauren Lagua for a Variance to Validate Existing Lot Coverage at 39.6% at 1302 Pennypacker Lane When, According to the Prince George's County Zoning Ordinance, Lot Coverage in the RR Zone Shall Not Be More Than 30% at 1302 Pennypacker Lane; B) Approval of New Records Supervisor Position Within the Police Department. Councilmember Esteve seconded the motion. Motion passed 7-0.

NEW BUSINESS:

A. Environmental Advisory Committee – Updates and Priorities - Chair, Abby Snyder briefed Council on the Midwood Lane Stormwater Pond Landscaping and some of the committee's FY24 priorities which includes increasing the tree canopy, expanding the food waste program, and supporting the County plastic bag law that goes into effect January 1, 2024.

The committee is recommending adopting updated stormwater landscaping requirements to increase native trees, shrubs, and pollinator plants around the city which will also help with increasing the tree canopy in the city. Another option is upgrading the City's Plant One Tree On Us program.

Mayor Pro Tem Woolfley thanked Ms. Snyder and the committee for the plantings which are environmentally and aesthetically pleasing.

B. Bowie Ice Arena Design Development Presentation – Representatives from JLG Architects briefed Council on the comprehensive design work which includes floor plans, site plan and views of the interior and exterior of the proposed ice arena. Bidding and contractor procurement tentatively starting in early May 2024 with an estimated project cost of \$29,113,246. A Completed Schematic Design phase was completed in early October 2023 and a public stakeholders meeting was held on November 15, 2023, and a second one is scheduled for January 2024. Construction documents should be completed mid-April 2024.

Councilmember Esteve asked what the rate of return will be at this new site. Acting Community Services Director, Nick Spurgeon responded about 70%, the cost of maintenance of the current arena is going higher and higher.

Councilmember Brady asked what the cost savings is of prepping the building now for multi-rinks versus just a single rink. Mr. Spurgeon responded it would be about a couple of thousand dollars.

Council thanked staff for their presentation.

C. Accountability, Transparency and Performance Reviews Discussion – Councilmember Ndebumadu would like to know how and what has caused the shortfalls on major projects based on previous years and suggested that during the budget discussion process, there could be more details on shortfalls of major projects whether completed or not. A brief summary that can be easily accessed and read by the taxpayers.

Finance Director, Mr. Byron Matthews stated that the City has always met all transparency requirements per GFOA, also the City auditors provide the information.

City Manager Lott will work with staff to possibly add or be more descriptive on objectives/results as well as on the introduction letter from the City Manager. Budget worksessions could be longer if Council would like to direct more questions to the department heads on their projects.

ADJOURNMENT AND MOVE TO CLOSE SESSION:

Mayor Pro Tem Woolfley motioned to adjourn to closed session under the statutory authority of the Md. Annotated Code, General Provisions Article §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". Councilmember Esteve second the motion. Motion passed 7-0. The meeting adjourned at 9:58 p.m.

Respectfully submitted,

Awilda Hernandez, MMC
City Clerk

Awilda Hernandez

From: Monica Roebuck [REDACTED]
Sent: Monday, December 4, 2023 4:31 PM
To: Awilda Hernandez
Subject: {EXTERNAL}: Bowie Ice Arena

Good afternoon Awilda,

I wanted to forward you my comments on the ice arena for the record. I'm a little under the weather so I will not be able to attend the meeting in person. Please forward my comments to the entire council. I see the ice arena is on the agenda. Thank you

--This is a follow up to my earlier email, I'm not sure if you saw it so I am sending it again. I look forward to your reply. Thank you!

To: Mayor Adams and City Councilmembers

Re: Bowie Ice Arena

Greetings to Mayor Adams and the new City Council of Bowie. Congratulations on your upcoming term in office. This brief missive is regarding the proposed ice arena. I recently attended the ice arena stakeholders meeting and I want to share my thoughts on this very important issue. Ice is an important amenity for many City residents. This is something that many families and children in Bowie enjoy. There are hockey teams and also outside patrons who use the ice arena on a regular basis. However, the current proposal of 1 sheet of ice would be a replica of the current Allen Pond rink, costing approximately 10 million dollars. In 2018, an ice rink was approved to be built for 2 sheets of ice in order to meet the demands of the ice community and to expand the usage. So unfortunately, the proposed ice arena will not meet the demand for the number of users interested, which include the city residents, and those from the surrounding area. **I highly recommend that the Council consider a new proposal to build a multi-use facility to include a two sheet ice arena along with courts to maximize the usage to the residents and the potential profit for the City.**

A multi-use facility has many advantages that you should consider. First, The City of Bowie is an affluent city with almost 50,000 people and a facility of this kind would be a suitable fit. I realize this type of building is a major investment which is why we need to explore the possibilities beyond one sheet of ice. **The City is facing serious financial decisions in the next budget cycle and we need to be very careful about how these tax dollars are being spent.** The courts can be used for a variety of sports including volleyball, basketball or pickleball. Since the Bowie Gymnasium is aging and this also needs to be replaced, I think a multi use facility combining both sports in one location would be ideal.

I realize that the current ice arena is in disrepair and needs to be refurbished as soon as possible, but that needs to be addressed another way. If a new facility is built we must think of the future and a building that is expansive enough for potential growth and one that will attract all Bowie residents, not a replica of the Allen Pond rink. If you build 1 sheet of ice the City will need to build another one within 5 years later to accommodate everyone..costing the city even more money, with rising inflation. I had a chance to speak with the developer after the meeting and he confirmed the limitations of building a 1 sheet arena and that it would not meet the needs of the City. I was also disappointed that the cost of the project was not disclosed which leads me to believe the cost is much more than we think. Although there is space to expand, in my opinion this project should not be done in stages. The blueprint should include everything needed from the beginning. Also, you should strongly think about other plans and proposals. **As with anything you should review at least 3 proposals before making a decision of this magnitude.**

In closing, I think a 1 sheet ice rink is doomed to fail from the beginning and will cost more money in the end. It does not meet the needs of the City and will be over capacity when doors open. My recommendation is to consider the future 30-40 years from now by building a state of art multi use facility with ice, courts and an eatery and possibly a track. I recommend that you consider two more proposals and visit the sports and learning complex in Landover or the family life center in Upper Marlboro, which is part of the First Baptist Church of Glenarden. These are two good examples of buildings that we can pattern our multi use facility after. Building a state of the art facility would be an investment in our city and an asset for the community for many years to come. I look forward to working with you to ensure that a facility that is inclusive to our entire community is built. We are "OneBowie and OneCity". **I would like to know your position on this matter and I request a response at your earliest convenience on this very important matter.**

All the best to you and your family for a happy holiday

Monica A. Roebuck

"Success isn't always about greatness, it's about consistency."

Cell 301-706-8623

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**PRESIDING OFFICER'S WRITTEN STATEMENT FOR CLOSING A MEETING ("CLOSING STATEMENT")
UNDER THE OPEN MEETINGS ACT (General Provisions Article § 3-305)**

This form has two sides. *Complete items 1 – 4 before closing the meeting.*

1. **Recorded vote to close the meeting:** Date: 12-4-23; Time: 9:58; Location: City Hall;
Motion to close meeting made by: Woolfley Seconded by Esteve;
Members in favor: All Aye; Opposed: _____;
Abstaining: _____; Absent: _____.

2. **Statutory authority to close session (check all provisions that apply).**
This meeting will be closed under General Provisions Art. § 3-305(b) only:

(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"; (2) ☐ "To protect the privacy or reputation of individuals concerning a matter not related to public business"; (3) ☐ "To consider the acquisition of real property for a public purpose and matters directly related thereto"; (4) ☐ "To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State"; (5) ☐ "To consider the investment of public funds"; (6) ☐ "To consider the marketing of public securities"; (7) ☐ "To consult with counsel to obtain legal advice"; (8) ☐ "To consult with staff, consultants, or other individuals about pending or potential litigation"; (9) ☐ "To conduct collective bargaining negotiations or consider matters that relate to the negotiations"; (10) ☐ "To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment of fire and police services and staff; and (ii) the development and implementation of emergency plans"; (11) ☐ "To prepare, administer, or grade a scholastic, licensing, or qualifying examination"; (12) ☐ "To conduct or discuss an investigative proceeding on actual or possible criminal conduct"; (13) ☐ "To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter"; (14) ☐ "Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process." (15) ☐ "To discuss cybersecurity, if the public body determines that public discussion would constitute a risk to: (i) security assessments or deployments relating to information resources technology; (ii) network security information . . . or (iii) deployments or implementation of security personnel, critical infrastructure, or security devices."

Continued →

3. For each provision checked above, disclosure of the topic to be discussed and the public body's reason for discussing that topic in closed session.

Citation (insert # from above)	Topic	Reason for closed-session discussion of topic
§3-305(b) ☒ 1	Personnel matters	
§3-305(b) ☐		
§3-305(b) ☐		
§3-305(b) ☐		
§3-305(b) ☐		

4. This statement is made by Samuel J. Adams, Presiding Officer.

WORKSHEET FOR OPTIONAL USE IN CLOSED SESSION: INFORMATION FOR SUMMARY TO BE DISCLOSED IN THE MINUTES OF THE NEXT OPEN MEETING. (See also template for summary.)

- For a meeting closed under the statutory authority cited above:

Time of closed session: 10:10 pm

Place: City Hall

Purpose(s): (1) Personnel Matters

Members who voted to meet in closed session: T, A, D, B, W, R, M, E, D, W, C, T, R, W

Persons attending closed session: Adams, Brady, Rogers, Esteve, Wolfley, Truesdale, Aldeboradu, Levan

Authority under § 3-305 for the closed session: (1)

Topics actually discussed: _____

Actions taken: _____

Each recorded vote: _____

- For a meeting recessed to perform an administrative function (§ 3-104): Time: _____

Place: _____

Persons present: _____

Subjects discussed: _____

REGULAR CITY COUNCIL MEETING MINUTES

TUESDAY, JANUARY 2, 2024

CALL MEETING TO ORDER:

The Regular Meeting of the Bowie City Council was held on Tuesday, January 2, 2024, in Council Chambers at City Hall. Mayor Adams called the meeting to order at 8:04 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG:

Mayor Adams led the Pledge of Allegiance to the Flag.

QUORUM:

In attendance were Mayor Adams, Mayor Pro Tem Woolfley, Councilmembers Brady, Estève, Ndebumadu, Rogers, and Truesdale, City Manager Lott, Assistant City Manager Mears, City Attorney Ruff, City Clerk Hernandez, and Staff.

PRESENTATIONS:

Mayor Adams swore-in Dwayne Preston as the City of Bowie Police Chief.

COUNCIL ANNOUNCEMENTS:

Mayor Adams asked for a moment of silence for the passing of former City Councilmember, County Councilmember and State Senator Douglass J.J. Peters.

Councilmember Ndebumadu asked for a moment of silence for the passing of a young Bowie resident Jarreau Sanders. She also announced that the Prince Georges County School Board has determined to keep Pointer Ridge elementary school open and it will become a regional site for a new autism program and a new STEM charter school will also be opened in Bowie in the next year.

CITY MANAGER'S REPORT:

City Manager Lott commented that the HR department has been busy filling vacancies, filling the Police Chief position with Dwayne Preston, Community Services Director with Nick Spurgeon and Community Services Assistant Director with Lori Cunningham.

CONSENT AGENDA:

Councilmember Esteve motioned to approve Consent Agenda items: A) Approval of November 27, 2023 Council Meeting Minutes; B) Adoption of Resolution R-1-24 Awarding a Contract to Com-Bro Contracting for Phase 1 of Sludge Pumping Station Upgrades (RAS/WAS) at the Wastewater Treatment Plant in the Amount of \$403,900; C) Adoption of Resolution R-2-24 Accepting Bid Proposals for On-Call HVAC Services; D) Adoption of Resolution R-3-24 Accepting the Proposal from G.E. Fielder &

Associates, Chartered for the Bowie Railroad Museum Permitting and Construction Administration in the Amount of \$57,425. Councilmember Truesdale seconded the motion. Motion passed 7-0.

NEW BUSINESS:

A. Council Budget Guidance FY2025 – Finance Director Byron Matthews summarized the FY25 Budget Guidance. The City maintains its Triple A Bond rating, has maintained a constant tax rate over the last 15 years and maintains a robust core of services to its residents. Some of the current threats to the FY 2025 budget is inflation cost, supply chain costs as well as declining intergovernmental revenues.

Mayor Adams stated that he would like a strong emphasizes to be placed on the maintenance and recruitment of our officers for public safety, as well as making a very robust economic development, easy accessibility at all city facilities, and the maintenance of trails.

Councilmember Ndebumadu stated that she knows that human capital is going to get worse with the rise in workforce training costs which helps the city to garner a good workforce. She also asked if any of the City's core services are duplicated by services that the County offers that can be removed/cancelled on the City's part to save some dollars. She also encouraged staff to continue looking for federal grants and PPE programs for infrastructure projects.

Councilmember Rogers will be looking carefully at operational efficiencies, with technology/workflow improvements.

Councilmember Esteve asked what the cost of the speed camera program is. Mr. Matthews responded about \$350,000 and the city had a revenue of \$923,000. Councilmember Esteve asked if it is possible to divert those funds to strictly fund public safety programs. He also commented that his colleagues will seriously need to consider a tax increase this year.

Mayor Pro Tem Woolfley commented that although the General Fund is up, it is because of projects that were not completed/accomplished; cannot rely as extra revenue as it will not always be available revenue. He also asked if the 25% balance in the General Fund is adequate, should Council revisit that percentage. Mr. Matthews stated that it has worked fine in the years since incorporating but it is up to Council to decide if the amount should be changed.

Mayor Pro Tem Woolfley asked when will revenue from the Melford and South Lake development begin to come in. Mr. Matthews responded that the City is already receiving tax revenue from Melford, mainly hotel taxes; from South Lake it will be several years before the revenue starts.

Councilmember Truesdale commented that recruitment for the police force needs to be a top priority for the City.

Councilmember Brady asked if Highway User Revenues are increasing this year. Mr. Matthews responded that they will be lower this year. Councilmember Brady stated that he agrees that taxes will need to be increased this year and he feels that the 25% threshold for the General Fund balance is adequate and should not be lowered.

Mayor Adams thanked staff for the presentation.

B. Discussion of the Size of the Public Safety Committee – Councilmember Esteve commented that a few months back there were two applicants that were well suited to serve on the Public Safety Committee but there was only one vacancy. Would his colleagues consider changing the size of the committee by one member to be able to appoint both applicants.

Mayor Adams commented that he feels it should remain the same and maybe offer the other applicant to fill a vacancy in another committee.

Councilmember Rogers suggested looking at the structure of all the committees and possibly revising them but not making a change at this time for just one committee.

Mayor Pro Tem Woolfley agrees with revision of the structure of the committees since it has not been done in quite a few years.

Council concurred to maintain the Public Safety committee as is.

ADJOURNMENT AND MOVE TO CLOSE SESSION:

Mayor Pro Tem Woolfley motioned to adjourn to closed session under the statutory authority of the Md. Annotated Code, General Provisions Article §3-305(b)(3): "To consider the acquisition of real property for a public purpose and matters directly related thereto". Councilmember Truesdale second the motion. Motion passed 7-0. The meeting adjourned at 10:24 p.m.

Respectfully submitted,

Awilda Hernandez, MMC
City Clerk

**PRESIDING OFFICER'S WRITTEN STATEMENT FOR CLOSING A MEETING ("CLOSING STATEMENT")
UNDER THE OPEN MEETINGS ACT (General Provisions Article § 3-305)**

This form has two sides. Complete items 1 – 4 before closing the meeting.

1. **Recorded vote to close the meeting:** Date: 1-2-24; Time: 10:15; Location: City Hall;
Motion to close meeting made by: Woolfley Seconded by Brady;
Members in favor: All; Opposed: _____;
Abstaining: _____; Absent: _____.

2. **Statutory authority to close session (check all provisions that apply).**
This meeting will be closed under General Provisions Art. § 3-305(b) only:

(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"; (2) ☐ "To protect the privacy or reputation of individuals concerning a matter not related to public business"; (3) ☒ "To consider the acquisition of real property for a public purpose and matters directly related thereto"; (4) ☐ "To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State"; (5) ☐ "To consider the investment of public funds"; (6) ☐ "To consider the marketing of public securities"; (7) ☐ "To consult with counsel to obtain legal advice"; (8) ☐ "To consult with staff, consultants, or other individuals about pending or potential litigation"; (9) ☐ "To conduct collective bargaining negotiations or consider matters that relate to the negotiations"; (10) ☐ "To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment of fire and police services and staff; and (ii) the development and implementation of emergency plans"; (11) ☐ "To prepare, administer, or grade a scholastic, licensing, or qualifying examination"; (12) ☐ "To conduct or discuss an investigative proceeding on actual or possible criminal conduct"; (13) ☐ "To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter"; (14) ☐ "Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process." (15) ☐ "To discuss cybersecurity, if the public body determines that public discussion would constitute a risk to: (i) security assessments or deployments relating to information resources technology; (ii) network security information . . . or (iii) deployments or implementation of security personnel, critical infrastructure, or security devices."

Continued →

3. For each provision checked above, disclosure of the topic to be discussed and the public body's reason for discussing that topic in closed session.

Citation (insert # from above)	Topic	Reason for closed-session discussion of topic
§3-305(b) ☒	Real Estate	Consider acquisition of real property
§3-305(b) ☐		
§3-305(b) ☐		
§3-305(b) ☐		
§3-305(b) ☐		

4. This statement is made by Samuel J. Adams, Presiding Officer.

WORKSHEET FOR OPTIONAL USE IN CLOSED SESSION: INFORMATION FOR SUMMARY TO BE DISCLOSED IN THE MINUTES OF THE NEXT OPEN MEETING. (See also template for summary.)

- For a meeting closed under the statutory authority cited above:

Time of closed session: 10:20 pm
 Place: City Hall
 Purpose(s): (3) Real Estate
 Members who voted to meet in closed session: TA, DB, WR, ME, DH, CT, RN
 Persons attending closed session: Adams, Rogers, Brady, Esteve, Wolfley, Truesdale, Ndebaraku, Rader, Meinert, Witt, Mears
 Authority under § 3-305 for the closed session: (3)
 Topics actually discussed: Acquisition of County Property
 Actions taken: _____
 Each recorded vote: _____

- For a meeting recessed to perform an administrative function (§ 3-104): Time: _____

Place: _____
 Persons present: _____
 Subjects discussed: _____

REGULAR CITY COUNCIL MEETING MINUTES

TUESDAY, JANUARY 16, 2024

CALL MEETING TO ORDER:

The Regular Meeting of the Bowie City Council was held on Tuesday, January 16, 2024, in Council Chambers at City Hall. Mayor Pro Tem Woolfley called the meeting to order at 8:18 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG:

Mayor Pro Tem Woolfley led the Pledge of Allegiance to the Flag.

QUORUM:

In attendance were Mayor Adams (virtual), Mayor Pro Tem Woolfley, Councilmembers Brady, Estève, Ndebumadu (virtual), and Rogers (virtual), City Manager Lott, Assistant City Manager Mears, City Attorney Levan (virtual), City Clerk Hernandez, and Staff.

AGENDA ADDITIONS/DELETIONS/AMENDMENTS:

Councilmember Esteve requested to move Item A under Old Business to the next meeting. Council concurred to keep on tonight's agenda.

Councilmember Ndebumadu requested to add under New Business a status update on the renaming of Nash Woods after former Senator Peters.

CITIZEN PARTICIPATION:

City Clerk Hernandez mentioned that one comment was received via email, sent to Council and are attached as part of the record.

1. Mr. Scott Cooper from Premier LLC introduced himself and commented on the construction of the storage facility being built by Lidl.
2. Ameka Love – Requested support for small home businesses.

COUNCIL ANNOUNCEMENTS:

Mayor Pro Tem Woolfley thanked staff, especially Missy Marlette and her streets crew for a great job in clearing of roads during the snowstorm that began yesterday into this morning.

Mayor Adams thanked the Diversity Committee for the Martin Luther King program and the City's Communications Department for all the updates during the storm.

Councilmember Ndebumadu echoed her colleagues comments on the snowstorm and MLK program. She also mentioned that so far Friendship Charter school has received 154 applications and 30% are dedicated just for Bowie residents.

CITY MANAGER'S REPORT:

City Manager Lott commented that staff is diligently working on the FY 2025 budget for presentation to Council in April.

CONSENT AGENDA:

Councilmember Brady motioned to approve Consent Agenda items: A) Approval of Letter to Prince George's County Council re: CR-84-2023, Proposed Amendments to the Endorsed Sectional Map Amendment for Bowie-Mitchellville and Vicinity; B) Adoption of Amended Resolution R-69-23 Correcting the Amount of the Contract Awarded by Resolution No. R-69-23 and Waiving the Bidding Requirements of Section 61 "Purchasing and Contracting" of the City Charter, for Good Cause Shown, to Allow the City to Enter Into a Contract With Emergency Services Consulting International, Inc. (ESCI) for Police Department Testing Services in the Total Amount of \$55,000. Councilmember Ndebumadu seconded the motion. Motion passed 6-0.

OLD BUSINESS:

A. City's Traffic Calming Policy Discussion – Mr. Jose Aldayuz, Public Works Director summarized the revised Neighborhood Traffic Management Program. The program has four primary goals – improving neighborhood livability by reducing speeds and vehicular traffic on residential streets; promote safe and conditions for residents, pedestrians, bicyclists, and motorists in neighborhood streets; encourage citizen participation in all phases of NTMP and make efficient use of City resources. NTMP traffic management measures for residential neighborhoods are classified in three levels, each progressively more restrictive to motorists using the street.

Councilmember Ndebumadu asked what is a short-term resolution for the streets that do not have speed cameras on them. Assistant City Manager Mears responded that Public Works staff is working with the Planning and Sustainability Department on street markings.

Councilmember Brady commented that it seems that the main issues are on long streets and major cut through arteries, would staff considers installing more chokers and islands similar to what is installed near the ice arena.

Police Chief Preston stated that the City currently has 12 fully active speed cameras that are being rotated among 33 locations throughout the City periodically.

Councilmember Brady asked if they are being rotated with the entire enclosure or just the actual camera. Chief Preston responded that currently it is entire unit but the goal is to have 33 enclosures installed.

Council concurred to have staff continue to look into traffic calming measures besides just speed cameras, as some City streets do not meet the criteria for a speed camera. Those locations could benefit with more signage and pavement markings and more public education.

New Business:

A. Status update on renaming of Nash Woods park after Senator Peters – Assistant City Manager Mears stated that back in August when first discussed, the County was in the process of reviewing their policy on renaming of properties/parks after recognizable members of the County. Staff will follow up with the County and report back to Council.

ADJOURNMENT:

Councilmember Esteve motioned to adjourn the regular City Council meeting. Councilmember Ndebumadu seconded the motion. Motion passed 6-0. The meeting adjourned at 9:42 p.m.

Respectfully submitted,

Awilda Hernandez, MMC
City Clerk

Awilda Hernandez

From: Karen Williamson [REDACTED]
Sent: Sunday, January 7, 2024 10:17 PM
To: Alfred Lott; Daniel Mears; Awilda Hernandez; Mary Hartig; Timothy Adams; Dufour Woolfley; Wanda Rogers; Michael Esteve; Clinton Truesdale; Rosann Ndebumadu; Dennis Brady
Cc: joann@woodmorehighlands.org
Subject: {EXTERNAL}: Subject: Citizen Participation on 01/16/2024: Appreciation for the Installation of Speed Camera on Dunwood Valley Drive

To Mayor Tim Adams, the Council, and the City of Bowie Staff,

I hope this message finds you well. I am writing to express my sincere gratitude for the recent installation of a speed camera on Dunwood Valley Drive. The introduction of this traffic calming measure has been a long-awaited development, and I applaud the City of Bowie for addressing this critical issue.

Since 2016, I, along with fellow residents, have consistently advocated for traffic calming methods in our neighborhood. Numerous letters were penned to former council members and city officials, and concerns were raised during the citizen participation segments of general council meetings over the years. The tireless efforts of our community were driven by the genuine desire to enhance safety on our streets.

The installation of the speed camera comes as a relief, signaling a positive step towards curbing reckless driving in our neighborhood. Personally, my family has experienced the unfortunate loss of four vehicles, and we've witnessed several accidents involving drivers speeding through residential areas. One particularly harrowing incident involved my daughter in an automobile accident caused by a visitor's impatience with a bicyclist near our driveway. The subsequent deployment of police and emergency medical services, along with the impact on our property, underscored the severe consequences of speeding.

The costs associated with such incidents, both in terms of property damage and potential loss of life, emphasize the urgent need for effective traffic calming measures. I am pleased to see that the City of Bowie has taken action by installing the speed camera, which I believe will serve as a valuable deterrent over time.

While the speed camera is undoubtedly a positive development, I would like to propose the consideration of additional measures such as speed warning lights to further enhance safety in our community. Nevertheless, I appreciate the City's responsiveness to our concerns and experiences, and I am grateful for the proactive steps taken to address the issue at hand.

Thank you for listening to the pleas of our community and for delivering a tangible solution. This accomplishment is a testament to the effectiveness of civic engagement, and I am optimistic that our collaborative efforts will continue to foster a safer and more secure environment for all residents.

Sincerely,

Karen Williamson



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Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Black History Month
Proclamation P-1-24

DATE: 02/01/2024

Black History Month
Proclamation P-1-24

ATTACHMENTS: 1. 20240205 - Proclamation P-1-24

PROCLAMATION
OF THE COUNCIL OF THE CITY OF BOWIE, MARYLAND
PROCLAIMING FEBRUARY 2024 AS BLACK HISTORY MONTH
IN THE CITY OF BOWIE

WHEREAS, in 1926, Carter G. Woodson, the child of slave parents, established “Negro History Week” to celebrate and study the accomplishments of black Americans; and

WHEREAS, this event evolved into Black History Month in the United States, a month-long recognition each February, of the many and diverse contributions to our country, of African Americans; and

WHEREAS, as Carter G. Woodson valued education and believed that it was never too late to learn, it is beneficial for all Americans to continue to learn about the heritage and the experiences of all Americans; and

WHEREAS, it is through learning that we are enlightened and come to understand each other more clearly.

NOW, THEREFORE, BE IT PROCLAIMED that the Council of the City of Bowie, Maryland hereby proclaims February 2024 as Black History Month in the City of Bowie.

INTRODUCED AND PASSED by the Council of the City of Bowie, Maryland at a Regular Meeting on this 5th day of February, 2024.

Attest:

Timothy J. Adams, Mayor

Awilda Hernandez, City Clerk



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Facilities Ground Lease Agreement Between City of Bowie and Dish Wireless, LLC.
Resolution R-4-24

DATE: 02/01/2024

This Memorandum serves as a formal request for the approval of Resolution R-4-24 authorizing a Facilities Ground Lease Agreement between the City of Bowie and Dish Wireless, LLC. The Facilities Ground Lease Agreement outlines the terms and conditions for leasing city-owned land to Dish Wireless, LLC for the purpose of establishing telecommunication facilities located at 16500 Annapolis Road, the Department of Public Works Campus.

Background

Dish Wireless, LLC has expressed interest in leasing a portion of city-owned land to install and operate telecommunication facilities. The proposed facilities aim to enhance wireless connectivity and address the growing demand for reliable communication services within the city. The Facilities Ground Lease Agreement has been diligently negotiated to ensure a mutually beneficial arrangement for both parties.

Key Provisions of the Facilities Ground Lease Agreement

The Facilities Ground Lease Agreement, a copy of which is attached herewith, includes the following key provisions:

Lease Term: The initial term of the Facilities Ground Lease Agreement shall be five (5) years commencing the first day of the month following written notice to City by Lessee of Lessee's intent to commence construction of the Communication Facilities on the Lease area. The Lessee shall have the right to extend the Term of the Agreement for three (3) additional five (5) year terms.

Rent and Payments: The agreed-upon rent amount shall be Two Thousand Dollars (\$2,000.00) per month due every 5th day of the month. The rent shall be adjusted annually on the anniversary of the Commencement Date to an annual amount equal to four percent (4%) over the amount of the Monthly Rent.

Site Plan and Facilities Installation: Detailed plans outlining the location and installation of telecommunication facilities on the leased premises.

Maintenance and Repairs: Responsibilities for the maintenance, repair, and upkeep of the leased

premises.

Insurance and Indemnification: Insurance requirements and provisions for indemnifying the city against liabilities.

Compliance with Laws and Regulations: Ensuring compliance with all applicable laws, regulations, and zoning requirements.

Benefits to the City

The approval of this Facilities Ground Lease Agreement will bring several benefits to the City of Bowie, including:

Additional Revenue: The city will receive rental income from Dish Wireless, LLC, contributing to the city's revenue stream.

Improved Telecommunication Services: The installation of telecommunication facilities will enhance wireless connectivity and improve communication services for residents and businesses.

Economic Development: The agreement supports economic development by attracting telecommunication infrastructure investment to the city.

Staff Recommendation

It is recommended that the City Council approves Resolution R-4-24 authorizing the Facilities Ground Lease Agreement between the City of Bowie and Dish Wireless, LLC, as attached to this memorandum. This agreement aligns with the city's goals of promoting connectivity, economic development, and responsible land use.

- ATTACHMENTS:**
1. 20240205 - Approved Executable Lease
 2. 20240205 - Resolution R-4-24

CITY OF BOWIE
COMMUNICATION FACILITIES GROUND LEASE AGREEMENT

(DISH WIRELESS L.L.C. – 16500 Annapolis Road)

THIS COMMUNICATION FACILITIES GROUND LEASE AGREEMENT (“**Agreement**”) is made and entered into this _____ day of _____, 2024, (“**Effective Date**”) by and between the CITY OF BOWIE, a Maryland municipal corporation with its principal offices located at 15901 Fred Robinson Way, Bowie, Maryland 20716 (“**City**”), and DISH Wireless L.L.C., a Colorado limited liability company having a place of business at 9601 S. Meridian Blvd., Englewood, Colorado 80112 (“**Lessee**”). City and Lessee are sometimes referred to in this Agreement individually as a “**Party**” or jointly as “**Parties**.”

City is the owner of a certain real property located at 16500 Annapolis Road, Bowie, Maryland 20715, and as legally described in **Exhibit A** attached hereto (“**Property**”).

T-Mobile Northeast LLC, a limited liability company (“**T-Mobile**”), and the City entered into that certain Site Lease With Option, dated as of September 3, 2008 (“**Original Lease**”), to use a certain portion of the Property for the placement and operation of its Communication system (“**Antenna Facilities**”), together with all necessary space and easements for access and utilities, all as depicted and described in the Original Lease.

Lessee has entered into a Site Lease Acknowledgment Agreement, with an effective date of January 6, 2023, with T-Mobile USA Tower LLC, a Delaware limited liability company, which authorizes Lessee to collocate wireless communications facilities upon the existing T-Mobile cell tower located on the Property (“**Tower Lease**”).

In connection therewith, Lessee desires to place wireless facilities on the tower portion of the Antenna Facilities (which requires T-Mobile to obtain the City’s separate consent to sublease under the Original Lease) and desires to use nearby ground space on the Property to place certain related transmission equipment and related appurtenances to support its wireless facilities to be placed upon the tower portion of the Antenna Facilities in accordance with the terms and conditions of this Agreement.

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

AGREEMENT

Section 1. Lease.

Section 1.1 Subject to the terms and conditions hereinafter set forth, City leases to Lessee a portion of City's real property herein defined for the purpose of installing, operating and maintaining Lessee's equipment, as specifically described in **Exhibit B** hereto ("**Communication Facilities**"). The site plan attached as **Exhibit C** depicts the dimensions and approved location of the Communication Facilities on the Property to be used by Lessee under this Agreement ("**Lease Area**"). The Lease Area includes (i) approximately Thirty-Five (35) square feet of designated surface ground space; (ii) a non-exclusive right of way and easement for ingress and egress; and (iii) utility routes all as depicted in **Exhibit C**. The term "Communication Facilities" as used in this Agreement shall include all facilities, vaults, structures, foundations, pads, cables, conduits and equipment and utilities that Lessee erects, installs and/or uses on or under the Property, as authorized and listed in **Exhibit B**, as may be modified from time to time in accordance with this Agreement.

Section 1.2 The Parties acknowledge that City, in executing this Agreement, is acting only in its proprietary capacity as the owner of the Property and Lease Area, and not in any regulatory capacity. Lessee shall not consider this Agreement as approval of any applicable permits, licenses or other governmental approvals required for the construction or operation needed for the use described herein.

Section 2. Access.

Section 2.1 Lessee and Lessee's employees, representatives, affiliates, invitees, agents, consultants, contractors, and subcontractors (collectively, "**Lessee's Related Parties**"), shall have the right to enter the Lease Area prior to the Commencement Date, for the purpose of making engineering surveys, inspections, and tests, to determine the suitability of the Lease Area for the Communication Facilities. During any such pre construction evaluation and construction work, Lessee and Lessee's Related Parties shall: (i) have insurance, as set forth in Section 12 below; (ii) notify City of any proposed construction work; and (iii) coordinate the scheduling of same with City. If Lessee determines that the Lease Area is unsuitable for Lessee's contemplated use, then Lessee shall notify City and this Agreement shall terminate in accordance with Section 6.

Section 2.2 Except in the case of an Emergency, as defined hereafter, Lessee and Lessee's Related Parties may access the Lease Area during the Property's publicly posted normal business hours, which solely for convenience are 7 a.m. to 3 p.m. Monday through Friday as of the Effective Date, as may be modified by City from time to time ("**Normal Business Hours**"). Lessee shall use City's access control devices at all times and Lessee shall not maintain its own key or place its own lock upon any access gate. Lessee shall access the Lease Area from Annapolis Road and may not use any access area directly from Youngwood Turn. Access to the Lease Area

outside of Normal Business Hours shall require the City's advance consent, which shall not be unreasonably delayed or withheld. The City shall provide Lessee a contact that can be reached twenty-four (24)/ seven (7) in the event of an Emergency in order gain access to the Lease Area outside of normal business hours. The City shall promptly notify Lessee if such contact changes during the course of the Term and/or any Renewal Term. Lessee and Lessee's Related Parties shall provide at least twenty-four (24) hours' advance notice to City prior to any attempted access. "**Emergency**" shall mean an event that poses an imminent risk of substantial damage or loss to the Communication Facilities. In the event Lessee needs to access the Communication Facility to troubleshoot and/or remedy interrupted or lost service, City agrees to use commercially reasonable efforts to allow Lessee access as soon as reasonably possible. In the event Lessee needs to access the Communications Facility outside of normal business hours, Lessee shall reimburse City for its reasonable expenses actually incurred in allowing said access.

Section 2.3 Lessee shall not interfere with or impair City's use and enjoyment of the Property or any security measures which City might implement, from time to time, in its sole reasonable discretion, on all or any portion of the Property, except to the extent it may interfere with Lessee's Communication Facilities.

Section 3. Permitted Use.

Section 3.1 Lessee may transmit and receive communication signals and install, operate and maintain the Communication Facilities in the Lease Area as specifically described and depicted in **Exhibit B** and **Exhibit C** hereto. Lessee may not install any other facilities or equipment within the Lease Area, except equipment or facilities that can be placed in an existing cabinet, that is not otherwise described in **Exhibit B** and depicted on **Exhibit C**, or otherwise expand or alter its use of the site or the Communication Facilities without City's prior written consent which may be granted or denied in City's sole discretion. Lessee acknowledges that the Property is a valuable asset to the community of Bowie and the City itself and that Lessee's use of the Property shall be subject to City's paramount rights ("**Paramount Rights**") to use the Property for any and all current and future uses necessary for City's governmental needs. If City determines that Lessee is physically interfering with such use, City shall notify Lessee and Lessee shall cease such physical interference within twenty-four (24) hours after receipt of notice. In case of an emergency, City may take steps to eliminate such physical interference without prior notice to Lessee and Lessee shall reimburse City for all costs incurred to eliminate such physical interference.

Section 3.2 Any required permits or approvals for the Communication Facilities shall be obtained by Lessee at Lessee's sole expense. Furthermore, it is understood and agreed that Lessee's ability to install the Communication Facilities is contingent upon its obtaining, prior to construction of Communication Facilities, all of the certificates, permits, authorizations, and other approvals that may be required by any federal, state, or local authorities, including but not limited

to any permits, authorizations, and approvals required by the Maryland Air Quality Control Advisory Council and Maryland Department of the Environment (collectively, the **“Governmental Approvals”**; individually, a **“Governmental Approval”**). City shall bear no responsibility or liability under this Lease for Lessee’s inability to make use of the Leased Area for the Communication Facilities due to a failure to obtain any required permit, authorization, or approval. If Lessee fails to receive such permits, authorizations, or approvals within eighteen (18) months of the Effective Date of this Lease, this Lease shall automatically terminate.

Section 4. Term; Renewal Term. The initial term of this Agreement (the **“Term”**), shall be five (5) years commencing on the earlier of: (i) the first day of the month following written notice to City by Lessee of Lessee’s intent to commence construction of the Communication Facilities on the Lease Area; or (ii) the first day of the month following the date which is six (6) months after the Effective Date (as applicable, the **“Commencement Date”**). Subject to the succeeding sentence and provided Lessee is not in default of this Agreement, Lessee shall have the right to extend the Term of this Agreement for three (3) additional five (5) year terms (each, a **“Renewal Term”**), on the same terms and conditions set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless either Party notifies the other Party of such Party’s intention not to extend this Agreement at least one hundred eighty (180) days prior to the expiration of the Term or the then current Renewal Term, provided, however, that the City may not exercise its option not to extend until after the first Renewal Term is complete. This Agreement may not be terminated except as otherwise expressly provided herein.

Section 5. Rent.

Section 5.1 Commencing on the Commencement Date, Lessee shall pay City, on or before the fifth (5th) day of each calendar month in advance, a monthly rental amount in the amount of Two Thousand Dollars and 00/100 (\$2,000.00) (the **“Monthly Rent”**), adjusted in accordance with Section 5.3 below. If, at any time, Lessee fails to make a payment within (10) business days of the due date, Lessee shall pay a late penalty of ten percent (10%) of the Monthly Rent amount owed until paid in full. These rights are in addition to all rights of City to terminate this Agreement if Lessee fails to cure such breach beyond the applicable notice and cure periods provided herein. The Parties agree that the Lessee’s first Monthly Rent payment can be made, without penalty, within forty-five (45) after the Commencement Date. Such initial Monthly Rent payment shall include all Monthly Rent that is due through the date of issuance.

Section 5.2 Within sixty (60) days after the mutual execution of this Agreement, Lessee will pay to City a one-time nonrefundable payment of Five Thousand and 00/100 Dollars (\$5,000.00) as reimbursement for the administrative costs and legal fees incurred by City in conjunction with the negotiation and preparation of this Agreement (the **“Signing Bonus”**).

Section 5.3 City and Lessee agree that the Monthly Rent shall be adjusted annually on each anniversary of the Commencement Date to an amount equal to four percent (4%) over the amount of the Monthly Rent in effect immediately prior to such increase.

Section 5.4 If the Communication Facilities are still on the Property, or Lessee is still conducting any activities or operations at the Property, or is otherwise using the Property without a written agreement with City after expiration of the Term, or, if applicable, the Renewal Term, such possession or use shall be deemed a holdover use under the same terms and conditions of this Agreement, except that the Monthly Rent shall be one hundred fifty percent (150%) of the Monthly Rent in effect at the expiration of the Term or, if applicable, the Renewal Term, and shall be payable in advance in equal monthly installments. Nothing contained herein shall grant Lessee the right to holdover after the expiration of the Term or, if applicable, the Renewal Term, and notwithstanding the payment of the Monthly Rent during the holdover period, City shall have the right to require Lessee to vacate the Property at any time upon thirty (30) days written notice.

Section 6. Termination. This Agreement may be terminated as follows:

Section 6.1 By any Party upon a default of any covenant, condition, or term herein by any other Party, which default is not cured within thirty (30) days of receipt of written notice of default, provided that the grace period for any monetary default is only twenty (20) days from receipt of notice. No default will be deemed to exist if the Party claimed to be in default has commenced to cure such default within such period and provided that such efforts are brought to completion with reasonable diligence, at the sole reasonable discretion of the Party not in default.

Section 6.2 By Lessee prior to the Commencement Date, for any reason or for no reason, provided Lessee delivers written notice of early termination to City no later than thirty (30) days prior to the Commencement Date and forfeits, (or pays, in the event such fee has not yet been paid by Tenant) the Signing Bonus.

Section 6.3 By Lessee after the Commencement Date, for any reason or for no reason, provided Lessee delivers written notice of early termination to City no later than sixty (60) days prior to such termination and pays a termination fee to City equal to nine (9) months of the then current Monthly Rent.

Section 6.4 By City, upon thirty (30) days written notice to Lessee, should the Communication Facilities materially interfere, as reasonably determined by City in good faith, with City's normal and customary operation and maintenance of its facilities in place and operating as of the Commencement Date or any future governmental use of the Property by the City occurring after the first Renewal Term, provided, however, City has first given Lessee written notice of such interference and Lessee is unable to correct or cease such interference within thirty (30) days after receipt of written notice of such interference.

Section 6.5 By either Party, upon thirty (30) days written notice to the other Party, if the Original Lease terminates or expires in accordance with Section 8.1 below.

Section 6.6 By either Party, upon sixty (60) days written notice to the other Party prior to the commencement of any Renewal Term in accordance with Section 4.

Section 6.7 Intentionally omitted

Section 6.8 By Lessee, upon thirty (30) days written notice to City, if the Tower Lease terminates or expires.

Section 7. Relocation.

Section 7.1 In the event the Property is sold, transferred, developed, redeveloped, renovated, upgraded, or put to another use by City as directed by the City Council, City may require Lessee to remove the Communication Facilities at Lessee's expense for the purpose of relocation. If appropriate and reasonably feasible depending upon the nature and character of the transfer, development, redevelopment renovation, upgrade of other use by the City, City will provide another location for the relocation of the Communication Facilities, or for the installation of new improvements. City will provide Lessee at least one (1) year of advance notice of the need for removal and relocation, and Lessee shall reasonably cooperate in such removal and relocation. City shall permit Lessee to place temporary Communication Facilities (cell on wheels or similar installation) on the Property or at some other location acceptable to Lessee until such relocation is complete.

Section 8. Prime Lease.

Section 8.1 The parties acknowledge that T-Mobile's interest in and right to use and occupy the Property, including the operation and maintenance of the existing monopole Antenna Facilities, is derived from and governed by the provisions of the Original Lease. A copy of the Original Lease, subject to redaction of the financial terms set forth therein or as otherwise required by any confidentiality and non-disclosure provision contained therein, is attached hereto as **Exhibit D**. Where the terms and conditions of this Agreement are inconsistent with the terms and conditions of the Original Lease, the terms and conditions of this Agreement will apply as it pertains to the Lease Area. Lessee and City acknowledge and agree that, in the event T-Mobile's rights to occupy and use the Premises, or the land underlying the Premises, are terminated as a result of the termination or expiration of the Original Lease, then Lessee may elect to: (a) provide written notice to City of its intention to terminate this Agreement in accordance with Section 6.3; (b) provide City with written notice of its intention to remain upon the Leased Area ("**Notice to Remain**") and its intention to assume ownership and control of the then-existing T-Mobile tower or monopole; or (c) provide City with a Notice to Remain and its intention to install and construct its own replacement tower or monopole. In the event Lessee elects option (b) above, Lessee shall

within sixty (60) days of its Notice to Remain, provide to City documentation adequately demonstrating Lessee's assumption and ownership of the then-existing T-Mobile facilities from T-Mobile or its successor-in-interest. In the event Lessee elects option (c) above, Lessee shall within ninety (90) days of its Notice to Remain, provide to City construction drawings adequately demonstrating Lessee's intended replacement tower or monopole for City's review and approval in the City's sole and exclusive discretion. In the event City does not provide its approval of Lessee's intended replacement monopole within ninety (90) days of Lessee's provision of such plans to City, this Agreement shall automatically terminate. Lessee and City shall memorialize Lessee's intent to remain and election of either option (b) or (c) by duly executed amended and restated lease agreement.

Section 9. Lessee's Installation, Ownership, Operation and Maintenance; Compliance with Law.

Section 9.1 During the Term or any Renewal Term, Lessee shall, subject to the terms and conditions of this Agreement, have the right, at no cost to City, to construct, maintain, repair and operate the Communication Facilities on the Lease Area, as is shown in the Site Plans attached hereto.

Section 9.2 Prior to installing any new facilities that are not part of the initial Communication Facilities and that cannot be installed within an existing cabinet ("**Additional Facilities**") in or on the Lease Area, Lessee shall submit detailed engineering plans and specifications of the proposed Additional Facilities to City for City's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, all construction and installation work shall be performed at no cost to City, by licensed and bondable contractors, in a good and workmanlike condition, in compliance with all applicable federal, state, and local laws, and shall not interfere with City's then existing facilities and operations on the Property. Title to the Communication Facilities shall be held by Lessee. Failure by Lessee to remove Lessee's Communication Facilities may result in title to the Communication Facilities transferring to City as provided in Section 9.3 below.

Section 9.3 Within ninety (90) days following the cancellation, expiration or earlier termination of this Agreement, Lessee shall remove, or shall cause the removal of (at no cost to City), all of the Communication Facilities placed on the Lease Area and shall demolish and remove all foundations to three (3) feet below grade level, fill all excavations, return the surface to grade, and restore the Lease Area to a condition substantially similar to its condition as of the Effective Date, free from any debris or hazards (reasonable wear and tear and damages due to causes beyond the control or without the fault or neglect of Lessee excepted). Should Lessee fail to remove the Communication Facilities after receipt of a written thirty (30) day notice from City, title to all of Lessee's Communication Facilities, Section 9.2 above notwithstanding, shall transfer to City, who shall, at its option, either retain for itself all the Communication Facilities not removed or shall

remove and dispose of the Communication Facilities in a reasonable manner at the expense of Lessee.

Section 9.4 Lessee shall have the right to install utilities and to improve any existing utilities on or near the Lease Area (at Lessee's sole cost and expense). Any encroachment necessary for such utility service will be at a location reasonably acceptable to City and the servicing utility. All utility routes not already depicted in the Lease Area Plans attached hereto, must be approved by City prior to construction, which approval shall not be unreasonably withheld, conditioned, or delayed. Lessee, at Lessee's sole expense, agrees to have a separate meter installed for Lessee's electrical power consumption, whereupon, Lessee shall pay the power utility directly for such usage.

Section 9.5 Lessee shall fully and promptly pay for all utilities furnished to the Lease Area for its use throughout the Term and any Renewal Term, and all other costs and expenses incurred as a result of Lessee's use, operation, repair, and maintenance of the Lease Area pursuant to this Agreement.

Section 9.6 Lessee shall repair any damage to the Property to the extent caused by Lessee or Lessee's Related Parties while performing work pursuant to this Section, excepting reasonable wear and tear, within thirty (30) days after receipt of written notice from City. If Lessee fails to repair the damage within the allotted time, or if City in its sole but good faith discretion must immediately remedy the damage due to emergency conditions, Lessee shall reimburse City for its reasonable and actual costs of remediating the damage within forty-five (45) days after receipt of invoice and reasonably supporting documentation.

Section 9.7 Lessee is not authorized to contract for or on behalf of City for work on, or the furnishing of materials to the Property, and Lessee shall discharge of record by payment, bond or otherwise, within thirty (30) days subsequent to the date of receipt of written notice thereof from City, any mechanic's, laborer's or similar lien filed against the Property for work or materials claimed to have been furnished at the instance of Lessee.

Section 9.8 Lessee shall operate and maintain the Lease Area and the Communication Facilities and shall cause Lessee's Related Parties to operate and maintain the Communication Facilities so as to avoid injury or damage to any person or property.

Section 9.9 In addition to compliance with specific laws otherwise described in this Agreement, Lessee shall comply, and will ensure that its contractors and representatives will comply, with all regulations and requirements of the Federal Communication Commission ("FCC") and the Federal Aviation Administration ("FAA") and all other federal, state and local laws, ordinances, rules and regulations, including health and safety requirements, pertaining to the construction, installation, operation and maintenance of the Communication Facilities and work on the Property during the Agreement Term and Renewal Term, and in conjunction with any

activities undertaken on the Property by Lessee either prior to the Effective Date, or after expiration of this Agreement. Lessee shall adhere to all requirements of the federal Occupational Safety and Health Administration (“OSHA”) and the Maryland Occupational Safety and Health (“MOSH”), whichever is stricter, at all times during any activities on the Property by Lessee and its contractors or other representatives. Lessee shall have a safety and injury prevention program in place for the construction, installation, operation and maintenance of the Communication Facilities and work on the Property, if required by laws or regulations. If required by law or regulation, a copy of any such program shall be on the Property at all times.

Section 9.10 Lessee shall post a sign, in letters no greater than one half (1/2) inch in height (unless otherwise required by law), permanently affixed to the Communication Facilities, which identifies the responsible party to notify in case of emergency or maintenance.

Section 9.11 City makes no warranty or representation whatsoever concerning the Property, including without limitation, the condition, fitness, or utility for any purpose thereof, of any improvements thereto with applicable laws, ordinances, or governmental regulations. Lessee’s right to use the Lease Area is strictly on an “as is” basis with all faults existing as of the Effective Date. City hereby disclaims all warranties whatsoever, express or implied, regarding the condition of the soil (or water), geology, and any warranty of merchantability or habitability or fitness for a particular purpose.

Section 10. Interference.

Section 10.1 Lessee shall operate the Communication Facilities in a manner that will not cause interference to communication equipment operated by City and other previously authorized users of the Lease Area, as such equipment is configured at the time the Communication Facilities are installed. In the event such interference should occur, all costs to remedy such interference shall be borne by Lessee. Any communication system operations, operating in the same manner as of the time of installation of the Communication Facilities, shall not be deemed to be an interference to Lessee. All operations by Lessee shall comply with all applicable federal, state and local non-interference regulations including, but not limited to, those of the FCC and FAA. Should Lessee be notified by any Government Agency having jurisdiction over Lessee’s operations of any violation pertaining to the Property, it must share said notice with City within thirty (30) days after Lessee’s receipt of such notice, and Lessee shall provide City with nonproprietary documentation from such Government Agency that Lessee has cured the violation. Lessee shall indemnify City and hold it harmless from all expenses, costs, damages, loss, claims, or other expenses and liabilities arising from any measurable interference to the extent caused by Lessee’s failure to comply with applicable governmental rules and regulations that are not cured within thirty (30) days after Lessee receives written notice of such interference from City.

Section 10.2 Lessee shall provide initial proof of compliance with original transmission tolerance and interference analysis by a certification through an independent source.

Section 10.3 Subsequent to the installation of the Communication Facilities, City shall not permit the use of the Lease Area in a manner that materially interferes with the Communication operations of Lessee as described in Section 3 above, with the exception of emergency interference.

Section 10.4 The Parties hereby acknowledge and agree that any continuing non-emergency interference to Lessee's communication system operations will cause injury to Lessee, and therefore, Lessee shall each have the right to enjoin such interference and/or terminate the Agreement pursuant to Section 6 above.

Section 11. Performance Bond. On or before the Effective Date, Lessee shall obtain a faithful performance bond, in the amount Thirty Thousand and 00/100 Dollars (\$30,000.00) for the removal of Lessee's equipment from the Lease Area and restoration of the Property following the expiration or earlier termination of the Agreement, from a bond company duly licensed to do business in Maryland in favor of City (the "**Bond**"). The Bond shall secure (1) Lessee's removal of its equipment from the Lease Area following the expiration or earlier termination of the Agreement, and (2) the recovery of any unpaid sums duly owed to City under this Agreement. The Bond shall be maintained in force by Lessee throughout the Term and Renewal Term, if applicable. Lessee agrees to deliver to City a copy of the Bond prior to commencement of construction activities on the Lease Area. No more often than once in any Renewal Term, the City may elect to review the amount of the Bond to assess whether the amount of the Bond is reasonably sufficient to cover then current removal and restoration costs. If the City reasonably determines that the then current Bond amount is insufficient, Lessee shall obtain and maintain in force a Bond for such additional amount that City reasonably determines to be sufficient.

Section 12. Environmental.

Section 12.1 For purposes of this Agreement, the term "Hazardous Substances" means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; or Title 7 of the 2021 Maryland Statutes, all as amended; or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported

decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

Section 12.2 Except as otherwise specifically permitted under the terms of this Agreement, Lessee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the Property or Lease Area in violation of any federal, state, or local law, rule, regulation, order, decree, or other requirement listed in this Section. Batteries for emergency power and fuel for temporary generators during power outages may only be used or stored on-site with the prior written approval of City. On site use, but not storage, of ordinary paints, solvents and similar substances commonly used in small quantities and necessary for maintenance of Lessee's Communication Facilities are excepted from the preceding prohibition of use by Lessee of Hazardous Substances on the Lease Area and the Property, so long as Lessee complies with all applicable federal, state, and local laws rules and regulations governing the use of such items.

Section 12.3 Unless listed in **Exhibit B**, no underground or above ground storage tanks shall be installed on Lease Area.

Section 12.4 City shall at all times have the right to go upon and visually inspect the Lease Area and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may also include taking samples for chemical analysis of substances and materials present and/or testing soils on the Lease Area and taking photographs. Except in case of emergency, City will not take samples or test soils on the Lease Area without providing Lessee with reasonable notice and the opportunity to have a representative present.

Section 12.5 Lessee shall, within two (2) business days of the discovery by Lessee of the presence of, or believed presence of, a Hazardous Substance as defined herein, give written notice to City in the event that Lessee knows or has reasonable cause to believe that any release of Hazardous Substance has come or will come to be located on, under, about or within the Lease Area. The failure to disclose in a timely manner the release of a Hazardous Substance by Lessee, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law shall be grounds for termination of this Agreement by City in addition to actual damages and other remedies provided by law. Lessee shall promptly clean up and completely remove all Hazardous Substances placed by Lessee on, under, about or within the Lease Area or the Property, in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations.

Section 12.6 In the event Hazardous Substances are discovered, Lessee shall disclose to City the specific information regarding Lessee's discovery of any Hazardous Substances placed on, under, about or within the Lease Area or the Property by Lessee and provide written documentation of its safe and legal disposal.

Section 12.7 Breach of any of these covenants, terms, and conditions, and Lessee's failure to cure within thirty (30) days of Lessee's receipt of written notice from City, shall give City the authority to either immediately terminate this Agreement or to shut down Lessee's operations thereon, at the sole discretion of City. In either case, Lessee will continue to be liable under this Agreement to remove and mitigate all Hazardous Substances placed by Lessee on, under, about or within the Lease Area or the Property. Lessee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances introduced to the Lease Area or the Property by Lessee during Lessee's period of use and possession of the Lease Area. Upon termination of this Agreement, Lessee shall, in accordance with all laws, remove from the Lease Area any equipment or improvements placed on the Lease Area by Lessee that may be contaminated by Hazardous Substances.

Section 13. Insurance. During the life of this Agreement, Lessee shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the Maryland Insurance Commissioner to do business in the State of Maryland and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City Manager or his/her designee in his/her sole discretion. The following policies of insurance are required:

Section 13.1 COMMERCIAL GENERAL LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than the following:

\$2,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$4,000,000 aggregate for products and completed operations
\$4,000,000 general aggregate

Section 13.2 COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of not less than \$2,000,000 per accident for bodily injury and property damage.

Section 13.3 WORKERS' COMPENSATION insurance as required under the Maryland Labor and Employment Code.

Section 13.4 PROPERTY insurance against all risks of loss to the Communication Facility, at full replacement costs with no coinsurance penalty provision.

Section 13.5 In the event Lessee purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall “follow form” and afford no less coverage than the primary insurance policy(ies).

Section 13.6 Lessee shall be responsible for payment of any deductibles contained in any insurance policies required hereunder, and Lessee shall also be responsible for payment of any self-insured retentions. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Section 13.7 All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, except after thirty (30) calendar day written notice has been given to City, except in the event of non-payment of premium, which written notice shall be within ten (10) calendar days. Upon issuance by the insurer, broker, or agent of a notice of cancellation, Lessee shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the term of this Agreement, Lessee shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy prior to the expiration date of the expiring policy.

Section 13.8 The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing operations and completed operations) and Automobile Liability insurance policies shall name City and City’s officers, officials, employees, agents and volunteers (“**City’s Related Parties**”) as an additional insured. Any Workers’ Compensation insurance policy shall contain a waiver of subrogation as to City and City’s Related Parties. The coverage(s) shall contain no special limitations on the scope of protection afforded to City and City’s Related Parties. Should Lessee maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Lessee. Any available and applicable insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Section 13.9 Lessee and its insurers shall waive all rights of contribution, recovery and subrogation against City, its officers, officials, employees and agents on account of any injury, death or property damage to any person, including any injury or death to the Lessee, its principles, officers, employees, agents, contractors, subcontractors, consultants, sub-consultants, invitees, or Lessee’s property or the property of others under Lessee’s care, custody and control. Lessee shall give notice to its insurers that this waiver of subrogation is contained in this Agreement. This requirement shall survive expiration or termination of this Agreement.

Section 13.10 Lessee shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder prior to commencing any installation on the Property or the Lease Area. All certificates and applicable endorsements are to be received and approved by the City prior to City's execution of this Agreement. This requirement shall survive expiration or termination of this Agreement.

Section 13.11 If at any time during the life of this Agreement or any extension or renewal, Lessee or any of its contractors, subcontractors, consultants or sub-consultants fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. No action taken by City hereunder shall in any way relieve Lessee of its responsibilities under this Agreement.

Section 13.12 The fact that insurance is obtained by Lessee shall not release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Lessee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Lessee, its principals, officers, agents, employees, persons under the supervision of Lessee, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Section 13.13 If it is necessary for Lessee to contract for the construction and/or maintenance of the Communication Facility, Lessee shall require each consultant and contractor to provide insurance protection in favor of City and City's Related Parties, in accordance with the terms of each of the preceding paragraphs, except that the consultant's and contractor's certificates and endorsements shall be on file with Lessee and City prior to the commencement of any work by the consultant and/or contractor..

Section 14. Indemnification. To the fullest extent permitted by law, Lessee shall indemnify and hold harmless and defend City and City's Related Parties, from and against:

Section 14.1 All claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, death or injury to any person including City, or City's Related Parties, and Lessee, or Lessee's Related Parties, and damages to or destruction of property of any person, including but not limited to, City, or City's Related Parties, and Lessee, or Lessee's Related Parties, arising out of this Agreement or Lessee's or Lessee's Related Parties' actions or failures to act relating to the Communication Facilities, the Property or the Lease Area, except to the extent caused in whole or in part by the negligence or willful misconduct of City or City's Related Parties;

Section 14.2 All actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind of nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Lessee;

Section 14.3 All losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which the City, the City's Related Parties, Lessee, or Lessee's Related Parties may incur with respect to the failure, neglect, or refusal of Lessee to faithfully perform all of its obligations under the Agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Section 14.4 Lessee shall defend, at Lessee's own cost, expense and risk, all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City or City's Related Parties, provided, however, that City shall at all times have the right to reasonably consent to any settlement or compromise.

Section 14.5 Lessee shall pay and satisfy any judgment, award or decree that may be rendered against City or City's Related Parties in any such suit, action, or other legal proceeding.

Section 14.6 Lessee agrees to carry insurance for this purpose as set out in Section 13. Lessee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or City's Related Parties.

Section 14.7 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF LESSEE'S OR OTHER PARTY'S CUSTOMERS, GOOD WILL, REVENUE OR PROFITS), FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING IN ANY MANNER FROM THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OR FORESEEABILITY THEREOF.

Section 14.8 If it is necessary for Lessee to contract for the design, construction and/or maintenance of the Communication Facility, Lessee shall require each consultant and contractor to indemnify, hold harmless, defend, and release City and City's Related Parties in accordance with the terms of the preceding paragraphs. This Section shall survive termination or expiration of this Agreement.

Section 15. Jurisdiction and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any legal action or proceeding brought to interpret or enforce this Agreement, for damages or other remedy for breach or anticipated breach hereof, or which in any way arises out of the Parties' activities undertaken pursuant to this

Agreement, shall be brought exclusively in the courts of the State of Maryland for Prince George's County, and the Parties expressly acknowledge that venue is proper therein, consent to the jurisdiction thereof, and waive any right that they may otherwise have to bring such action in or transfer or remove such action to the courts of any other jurisdiction.

Section 16. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and agreements made prior to the date hereof. In the event there is an existing lease or license between Lessee (or its predecessor-in-interest) and City covering the Lease Area, it is agreed and understood that this Agreement shall cancel, supersede and terminate said prior lease or license as of the Effective Date of this Agreement. This Agreement may not be modified except in a writing executed by both Parties.

Section 17. Paragraph Heading and Construction. The section headings contained in this Agreement shall not be considered to be a part hereof for purposes of interpreting or applying this Agreement, but are for convenience only.

Section 18. Binding on Successors; No Third-Party Beneficiaries. This Agreement, and all the provisions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns. No customer, other person, or entity other than the Parties shall be deemed to be a third-party beneficiary hereof, and nothing in this Agreement, either express or implied, is intended to confer upon any customer or other person or entity, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 19. Independent Contractors. Lessee's contractors, agents and representatives are independent contractors of Lessee, and are not employees or independent contractors of City while on the Property, or while engaged in any work on the Property, including the construction, installation, maintenance, or operation of the Communication Facilities.

Section 20. No Assignment Without City Consent.

Section 20.1 Lessee may not assign, sublicense or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written approval of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing and subject to the sentence following this one, either Party may assign all of its rights and/or obligations under the Agreement to: (i) an Affiliate; and (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock. No assignment of this Agreement shall be effective unless or until the assigning Party provides the non-assigning Party with adequate documentation establishing the proposed assignee's written, binding (a) acceptance and agreement to comply with the terms of this Agreement, and (b) assumption by the proposed assignee of all liabilities, known and unknown,

arising prior to and after consummation of the assignment. “**Affiliate(s)**” means, with respect to a Party, any person or entity, directly or indirectly, controlling, controlled by, or under common control with such Party, in each case for so long as such control continues. For purposes of this definition, “control” shall mean (i) the ownership, directly or indirectly, or at least fifty percent (50%) of either: (a) the voting rights attached to issued voting shares; or (b) the power to elect fifty percent (50%) of the directors of such entity, or (ii) the ability to direct the actions of the entity.

Section 20.2 Lessee agrees to reimburse City for its reasonable out-of-pocket fees and costs of reviewing any requests for consent, provided that City sends Lessee a written demand and supporting documentation for such fees and costs.

Section 20.3 City reserves the right to lease or license portions of the Property to other interested communication system operators that may be in competition with Lessee for purposes of providing communication services.

Section 20.4 Any attempted or unauthorized assignment or sublease shall be void and shall be cause for immediate termination of this Agreement by City. The acceptance of Monthly Rent payments by City from any person other than Lessee or an authorized assignee shall not be deemed to be a waiver by City of any provision hereof. Consent to one assignment shall not be deemed consent to any subsequent assignment.

Section 20.5 Requests for consent to assignments shall be submitted to City to the address set forth in Section 21(“**Notice**”).

Section 21. Attorneys’ Fees. Should either Party institute arbitration, court or other legal proceedings against the other for or on account of its failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, then the prevailing Party in such action or proceeding shall receive from the other Party attorney’s fees and costs as adjudged reasonable by the arbitrator, or court.

Section 22. Notice. All notices or other communications required hereunder shall be in writing and delivered by email and either (a) by hand, or (b) by USPS certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lessee:

DISH Wireless L.L.C.
Attn: Lease Administration / DCWDC00184A
5701 South Santa Fe Drive
Littleton, Colorado 80120
LandlordRelations@DISH.com

If to City:

City of Bowie
Attn: City Manager
15901 Fred Robinson Way
Bowie, Maryland 20716
alott@cityofbowie.org

With a copy to:

Elissa D. Levan, City Attorney
2007 Tidewater Colony Drive
Annapolis, Maryland 21401
eleven@levanruff.com

Notice shall be effective upon the later of a Party's actual receipt of (i) the email notice, or (ii) the hard copy of the notice. Any notice sent solely via email (and not also via (a) or (b) above) shall not be effective notice pursuant to his Agreement. Either Party may change the address or persons to which notices are to be sent to it by giving thirty (30) days' prior written notice of such change to the other Party in the manner provided herein.

Section 23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

Section 24. Representations and Warranties. Each Party represents and warrants to the other that this Agreement constitutes a legal, valid and binding obligation of such Party, and is enforceable against such Party in accordance with the terms set forth in the Agreement. Lessee acknowledges and agrees that Lessee is not entitled to relocation assistance, or any other benefits under the Uniform Relocation Assistance Act, or any other applicable provision of law upon termination of this Agreement.

Section 25. NO WARRANTY

LESSEE'S RIGHT TO USE THE LEASE AREA, CITY IMPROVEMENTS AND THE PROPERTY IS STRICTLY ON AN "AS IS" BASIS WITH ALL FAULTS. CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE PRESENT OR FUTURE CONDITION OF OR SUITABILITY OF THE PROPERTY, CITY IMPROVEMENTS OR THE LEASE AREA FOR LESSEE'S USE AND DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE PHYSICAL, STRUCTURAL, OR ENVIRONMENTAL CONDITION OF THE PROPERTY, CITY IMPROVEMENTS, AND LEASE AREA AND THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE IS SOLELY RESPONSIBLE FOR INVESTIGATION AND DETERMINATION OF THE CONDITION AND SUITABILITY OF THE PROPERTY, CITY IMPROVEMENTS, AND LEASE AREA FOR LESSEE'S INTENDED USE.

Section 26. Taxes. City hereby provides notice pursuant to Maryland Tax-Property Code Section 6-102, and Lessee acknowledges that this Agreement may create a possessory interest and Lessee may be subject to property taxes levied on such interest, as described in Maryland Tax-Property Code Section 6-102. Lessee shall pay, when due, all real and personal property taxes, fees and assessments, assessed against the Lease Area and the Communication Facilities and shall reimburse City for any increase in real property or possessory interest taxes levied against the Property as a result of the improvements constructed by Lessee on the Lease Area only for so long as this Agreement has not expired of its own terms or is not terminated by either Party.

Section 27. Doing Business in Maryland. Lessee warrants and represents that, subject to any bona fide appeal or other properly asserted challenge to such assessment, it has paid all taxes, fees and charges owed by it to the federal government or the State of Maryland as they relate to the subject matter of this Agreement. Lessee warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland; and (2) is in good standing with SDAT.

Section 28. Time. Time is of the essence of this Agreement.

Section 29. Survival. All terms that by their nature should survive termination of this Agreement shall survive, including but not limited to payment of amounts owed and indemnification obligations.

Section 30. The following exhibits are incorporated in this Agreement:

- Exhibit A** Property- Legal Description
- Exhibit B** Description - Communication Facilities (Equipment List)
- Exhibit C** Lease Area (Site Plan)
- Exhibit D** Original Lease

Section 31. Binding Authority/Authorized Representatives. Each of the Parties represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its obligations hereunder and that those obligations will be binding upon that Party without the approval or consent of any other person or entity. Each person executing this Agreement represents and warrants he/she has been duly authorized to execute the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

“City”:

THE CITY OF BOWIE

“Lessee”:

DISH WIRELESS L.L.C.

By: _____
City Manager

By: _____

Title: _____

Exhibit A

Property- Legal Description

Property Address: 13444 Youngwood Turn, Bowie, MD 20715

Parcel ID: 14-1582915

Legal Description:

BEGINNING at the northerly end of the twelfth (12th) course of the description for an easement for a 50 foot wide Access Road, as shown on the aforementioned survey, and running thence from said point of beginning due West 115.40 feet to a concrete monument; RUNNIG THENCE North 78° 24' 54" West 612.48 feet to a concrete monument; THENCE due North 146.00 feet to a concrete monument; THENCE North 20 °49' 21" East 478.24 feet to a concrete monument; THENCE North 30° 00' 00" East 379.48 feet to a concrete monument; THENCE North 75° 00' 00" East 947.74 feet to a concrete monument; THENCE South 15° 00" 00" East 1000.00 feet to a concrete monument; THENCE South 79° 53' 17" West 159.48 feet to a concrete monument; THENCE South 29° 41' 38" West 278.58 feet to a concrete monument; THENCE South 83° 11' 14" West 455.21 feet to a concrete monument; and THENCE due West 71.60 feet to the point or place of BEGINNING CONTAINING 32,2834 ACRES. LESS AND EXCEPT that portion of land conveyed in the deed recorded in Liber 3313, folio 605.

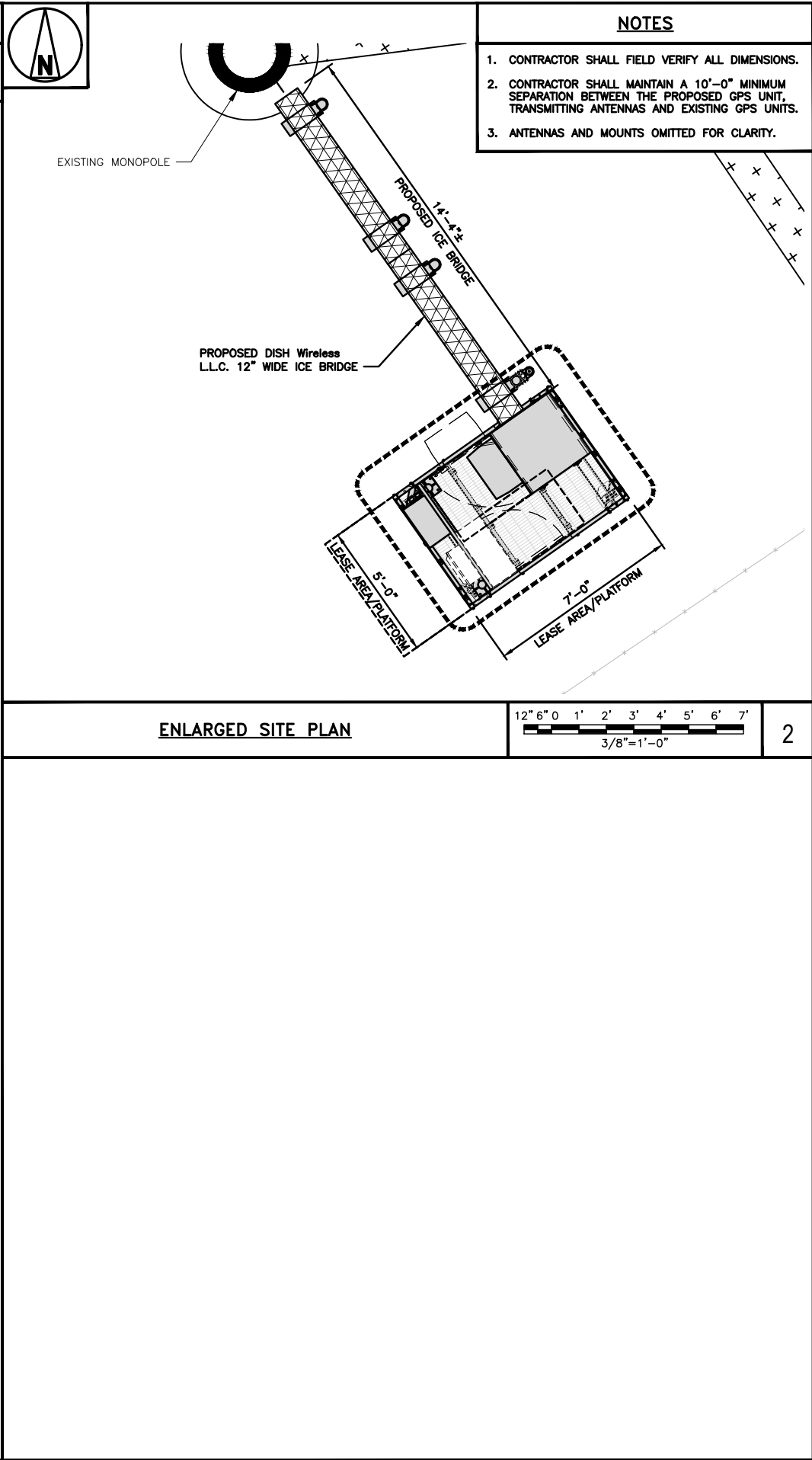
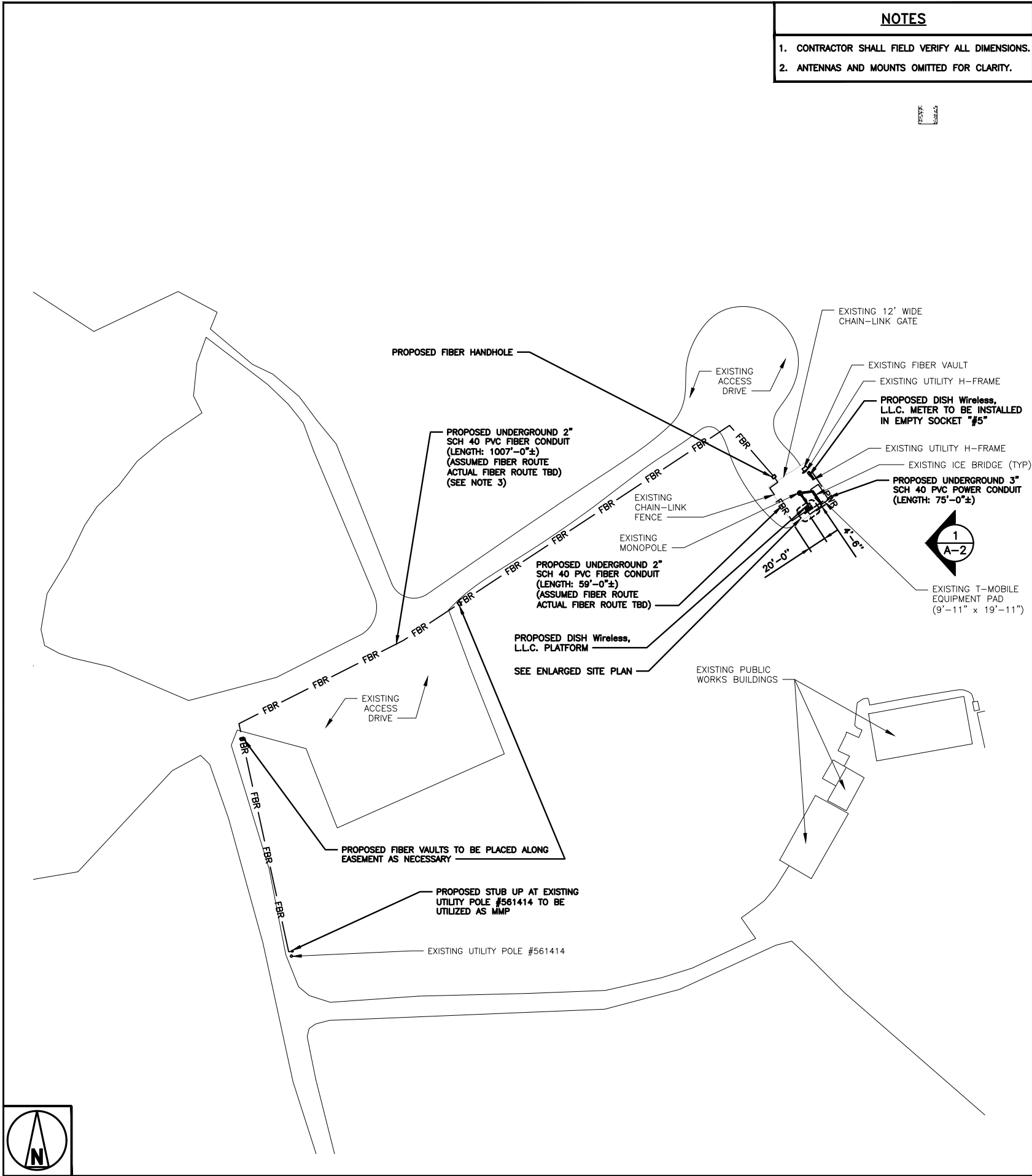
Exhibit B

Description - Communication Facilities (Equipment List)

Ground Equipment	
• (1) PROPOSED METAL PLATFORM • (1) PROPOSED ICE BRIDGE • (1) PROPOSED PPC CABINET • (1) PROPOSED EQUIPMENT CABINET • (1) PROPOSED POWER CONDUIT • (1) PROPOSED TELCO CONDUIT • (1) PROPOSED TELCO—FIBER BOX • (1) PROPOSED GPS UNIT • (1) PROPOSED SAFETY SWITCH (IF REQUIRED) • (1) PROPOSED FIBER NID (IF REQUIRED) • DISH Wireless L.L.C TO UTILIZE EXISTING METER SOCKET #5	

Exhibit C

Lease Area (Site Plan)



dish wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

Kimley»Horn

421 FAYETTEVILLE ST, SUITE 600
RALEIGH, NC 27601

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY: CHECKED BY: APPROVED BY:

DRD MCK ---

RFDS REV #: ---

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
A	09/26/2022	ISSUED FOR REVIEW
0	10/04/2022	ISSUED FOR CONSTRUCTION
1	10/10/2022	REVISED PER CLIENT
2	10/20/2022	REVISED PER CLIENT
3	12/19/2023	REVISED PER CLIENT

A&E PROJECT NUMBER
KHCL-16310

DISH Wireless L.L.C.
PROJECT INFORMATION
DCWDC00184A
13444 YOUNGWOOD TURN
DISTRICT 14 BOWIE, MD
20715

SHEET TITLE
OVERALL AND ENLARGED
SITE PLAN

SHEET NUMBER
A-1 LPD

Exhibit D

Original Lease (T-Mobile)

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between City of Bowie, a Maryland municipal corporation ("Landlord") and T-Mobile Northeast LLC, a limited liability company ("Tenant").

1 Option to Lease

(a) In consideration of the payment of three thousand and no/100 dollars (\$3,000.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of ninety (90) days, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional ninety (90) days upon written notice to Landlord and payment of the sum of three thousand and no/100 dollars (\$3,000.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"). Landlord does not consent to any rezoning of the property, special exception or a variance for the use of the property for a telecommunications tower. Landlord makes no representations as to whether the Premises can be used for a telecommunications tower. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Premises deemed necessary or appropriate by Tenant to evaluate the suitability of the Premises for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at City of Bowie Public Works Facility 13444 Youngwood Turn, Prince Georges County Bowie, MD 20715, comprise approximately 450 square feet. If Tenant does not exercise the Option or any extension thereof, this Lease shall be deemed terminated.

(d) If Tenant exercises the Option, then the time taken by Landlord to review and approve construction drawings shall not be considered as days elapsed under the Option Period.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term"). Tenant shall provide Landlord with written notification of the Commencement Date, and construction shall not commence prior to the Commencement Date.

3. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets.

4. Rent. Tenant shall pay Landlord, as rent, an initial annual obligation of twenty four thousand seven hundred twenty and no/100 dollars (\$24,720.00) a year to be paid in annual installments ("Rent"). The Rent shall automatically be increased annually by three (3) percent on each anniversary of the Commencement Date throughout the entire term of this Lease, including any renewals hereof. Rent for the initial year shall be payable within twenty (20) days following the Commencement Date prorated for the remainder of the year in which the Commencement Date falls, and thereafter Rent will be payable annually in advance by the fifth day of each year to Landlord at the address specified in Section 12 below. If this Lease is terminated at a time other than on the last day of a year, Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be immediately refunded to Tenant.

5. Renewal. Tenant shall have the right to extend this Lease for three (3) additional and successive five year terms (each a "Renewal Term") on the same terms and conditions as set forth herein, including that Rent shall be increased by 3 percent (3%) of the Rent paid at the end of the preceding term. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Landlord agrees to allow Tenant to use the Premises for the purposes stated in Paragraph 3 hereof; however, the City makes no representations or warranties with respect to Tenant's ability to transmit and/or receive radio communication signals without interference from communication signals which are currently being transmitted and/or received in or about the Premises. Tenant hereby agrees to lease the Premises subject to any such existing signals. Furthermore, tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's lease. Similarly, Landlord

shall not use, nor shall Landlord permit its lessees, licensees, invitees or agents, with whom such relationships are created after the execution hereof, to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party who shall, upon written notice from the other be responsible for terminating said interference. In the event any such interference does not cease promptly the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice. Landlord, as a municipal corporation is responsible for exercising governmental functions and to that end cannot be restricted in its activities. In the event Landlord conducts a governmental function which results in interference, said interference shall not be actionable by Tenant. Tenant shall not cause interference to the use of radios, televisions, cable, computers or computer modems of residents in the neighborhood immediately surrounding the Premises. Landlord shall promptly notify Tenant of any such interference and Tenant shall correct such interference within thirty (30) days of receipt of notice. If Tenant cannot correct such interference within thirty (30) days, this Lease shall terminate without further obligation by either party

7 Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises those improvements, personal property and facilities identified on Exhibit B to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county state or federal agency/department, and including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively the "Antenna Facilities"). Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during this Lease, and, Tenant shall, upon the expiration or termination of this Lease, remove all such Antenna Facilities. Tenant shall have the right to conduct routine maintenance and repair of the Antenna Facilities at any time during the term of this Lease. Tenant shall have the right to replace or change existing equipment with like kind UPON NOTIFICATION TO THE CITY. Tenant shall not have the right to expand the Antenna Facilities at any time during the term of this Lease without the prior written consent of the Landlord, such consent not to be unreasonably denied, delayed, conditioned or withheld. Tenant shall have the right to swap out existing equipment with similar equipment.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a six (6) foot vinyl fence, provided that such fencing or other improvements are shown on the Construction Drawings (as defined below).

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted. Notwithstanding the foregoing, upon termination, Tenant shall leave its buildings, all landscaping, fencing, and conduit, which shall become the property of Landlord.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall install separate meters for utilities used on the Property by Tenant. Tenant shall be solely responsible for all costs incurred for the provision of such utilities.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord grants Tenant a non-exclusive easement over the access road shown on the Construction Drawings. Landlord assumes responsibility for the maintenance or repair of the existing access road, except that Tenant shall be responsible for damage to the roadway caused by Tenant which is not attributable to normal wear and tear

(h) Tenant agrees that it shall complete all work (excepting final installation of utilities) within sixty (60) days after start of construction and that it shall at all times maintain the site, during construction and afterwards, in a tidy and workmanlike condition and free of debris. Tenant shall not store construction materials on-site for more than one (1) week, without the consent of Landlord and, whenever construction materials are stored on site, they shall be compactly congregated and covered in a manner so as not to create an eyesore. If Tenant decides to store any equipment or materials on-site, it does so at its own risk. Tenant shall not store or leave construction equipment on-site for more than one (1) day unless such construction equipment will be used within forty-eight (48) hours, without the consent of Landlord. For each occasion on which Landlord advises Tenant in writing that it reasonably considers Tenant to be in violation of the provisions of this subsection

and Tenant fails to take action to correct the violation and/or reach a settlement with Landlord within twenty-four (24) hours of receipt of said written notice, without regard to the identity of the party at fault, Tenant agrees, upon receipt of written notice, to pay to Landlord, as liquidated damages and not as a penalty the amount of one hundred dollars (\$100.00). Landlord shall have the right to provide written notification to Tenant specific only to this subsection at the address below during the sixty (60) day construction period: Tenant shall be solely responsible for any and all equipment or materials that is left on-site or stored thereon by Tenant, as well as any damage thereto, and Tenant agrees to hold the Landlord harmless from and against any and all claims or causes of action that may arise as a result thereof.

T-Mobile Northeast LLC
12050 Baltimore Ave.
Beltsville, MD 20705
Attn.. Construction Manager

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period, or because of uncured Tenant interference as specified in Section 6;

(b) immediately upon written notice by Landlord if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Landlord if Tenant determines that the Property the Building or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Landlord if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, Tenant must notify Landlord of its intent to terminate within forty-five (45) days of such damage or destruction. All rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

(f) Upon termination of this Lease, Tenant shall remove all improvements it installed on the Property including, but not limited to those improvements identified in paragraph 7 above as Antennae Facilities, and restore the Property to the condition that it was in prior to this Lease.

9 Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Tenant shall be responsible for any and all taxes, fees and special assessments which are directly attributable to the presence or installation of Tenant's Antenna Facilities.

11 Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Landlord will be named as an additional insured on such policy

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other

(c) Subject to the property insurance waiver set forth in Section 11(b) above, and subject to the provisions of the Local Government Tort Claims Act; and, as to the Landlord, subject to the extent of its insurance coverage, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party or a breach of any

obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(e) Tenant shall not be responsible to Landlord, or any third-party for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator
With a copy to: Attn: Legal Dept.

With copies to:

T-Mobile Northeast LLC
4 Sylvan Way
Parsippany NJ 07054
Attn: Lease Administration Manager

If to Landlord, to:

David J. Deutsch, City Manager
City of Bowie
2614 Kenhill Drive, Bowie MD 20715
301-809-3030

With a copy to:

Karen P. Ruff, Esq.
Funk and Bolton, P.A.
36 South Charles Street, 12th Floor
Baltimore, Maryland 21201

13. Quiet Enjoyment, Title and Authority Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law Landlord shall be responsible for and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property Subject to the provisions of the Local Government Tort Claims Act, and, as to the Landlord, to the extent of its insurance coverage, each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively "Actions"), that relate to or arise from the indemnitor's activities on the Property Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. (a) Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon 15 days prior written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder provided Tenant and assignee execute an Assignment and Assumption agreement in which assignee expressly assumes all obligations and liabilities under the Lease. Tenant may sublease the Premises, upon receiving the written consent of the Landlord, which consent shall not be unreasonably withheld, delayed, or conditioned.

(b) Additionally Tenant may upon notice to Landlord, grant a security interest in this Lease and the Antenna Facilities, and may collaterally assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns

(collectively "Secured Parties"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

(c) Tenant may sublease a portion of the tower to a third party provider of communications services (a "Subsequent User") in accordance with Section 15(a), subject to the Subsequent User obtaining all necessary permits and approvals from government agencies having jurisdiction; provided, however that the Subsequent User shall enter into a ground lease with Landlord for ground space outside of the Premises. Landlord shall be responsible for approving the location of the Subsequent User's ground equipment outside of the Premises. Tenant agrees not to sublet any portion of the ground space of the Premises to any third party

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Construction Drawing Approval. Landlord shall have the right to review for approval/disapproval all construction drawings ("Construction Drawings") prior to construction, provided that such approval shall not be unreasonably withheld, delayed or conditioned. Landlord shall evidence approval of the Construction Drawings by signing and dating the Construction Drawings and returning to Tenant within thirty (30) business days of receiving Tenant's request for approval.

19. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease 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 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 in or to the courts of any other jurisdiction.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker

(l) Tenant shall pay Landlord a one time non-refundable signing bonus of one thousand five hundred dollars (\$1,500.00) to be paid upon execution of the Lease.

(m) Tenant shall comply with all applicable Federal, State and local governmental laws and regulations.

(n) All Tenant's construction will take place at a time approved by Landlord. Ground equipment shall be placed on a concrete base. All trenching from the concrete base to the tower shall be filled and covered upon completion of construction.

(p) Tenant's contractor(s) shall maintain on the job site, at all times while work is in progress, an individual who represents the contractor and who shall communicate in English with Landlord's representatives regarding construction progress in a manner reasonably satisfactory to Landlord.

20. Performance Bond. Tenant shall provide Landlord a Removal Bond for the removal of the Antenna Facilities in the amount of forty thousand dollars (\$40,000.00) upon commencement of the Lease. Such bond shall be continuously maintained by Tenant during the Initial Term and all Renewal Terms. Upon removal of the Antenna Facilities, Landlord shall release the Removal Bond.

The effective date of this Lease and the commencement of the first option is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: City of Bowie

By: David J. Deutsch

Printed Name: DAVID J. Deutsch

Its: City Mgr

Date: 9-3-08

TENANT T-Mobile Northeast LLC

By: Kevin Forshee

Printed Name: Kevin Forshee

Its: Area Director

Date: 8-14-08

Approved as to form

The Property is legally described as follows:

[illegible]

Parcel C is located on the east side of the road, and is adjacent to the land of the State of New York.

Parcel A in Block 6 of Section 18 Somerset at Bolinas
 thereof of Book 44 at plat 1 among the Land Records
 of Prince George County Maryland

being amended by Board Order 7, 1961 read
December 9, 1961. Item 25 of agenda for 111 days incor
ated being the 7th District.

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[] Parcel E 1 Block 57 of Section 16, Township 1 North, Range 1 East, Land Records of the County of Cass, Missouri.

being the same as that by dated December 1961 and recorded
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b) Parcel A Block on Reverse 11 ps pl
of road P took it 40 x pl among the Records
Pri orge ity Marling

[b] Parcel A 1, located at the intersection of Highway 1 and Highway 2, is the subject of the deed recorded in the County Clerk's Office on 1/1/1999. The deed is recorded in the County Clerk's Office in the name of the County Clerk.

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December 26, 1961 t l i 26 t fol 28 171
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ALL THE "train" land at Mt. Airy, North Carolina, was sold by George W. Leavitt, Jr., to the following: SEWAGE PUMPING STATION NO. 1, BEGINS at the western corner of Lot 10, Block 1, Subdivision No. 1, and ends at the fuel tank on the east corner of Lot 10, Block 1, Subdivision No. 1, and runs along the line between the said lot and the land owned by the Board of Commissioners of the County of Montgomery, Maryland, as shown on the map attached hereto.

(141,525) conveyed to Levitt and Sons of Maryland, Inc. by The Hanover Bank, et al by deed dated October 1957, recorded October 10, 1957.

Under 21. Folio 450 of the Land Records of Prince George's County, Maryland.

RUSSIAN. HENCE: 1. TIMES. 2. top toll. 3. four. 4.

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HENCE on
Hence

NY 100-13896
January 4, 1962
To :
From :

RE: [redacted]
[redacted] [redacted]
[redacted] [redacted]
[redacted] [redacted]

Site Lease 20 10

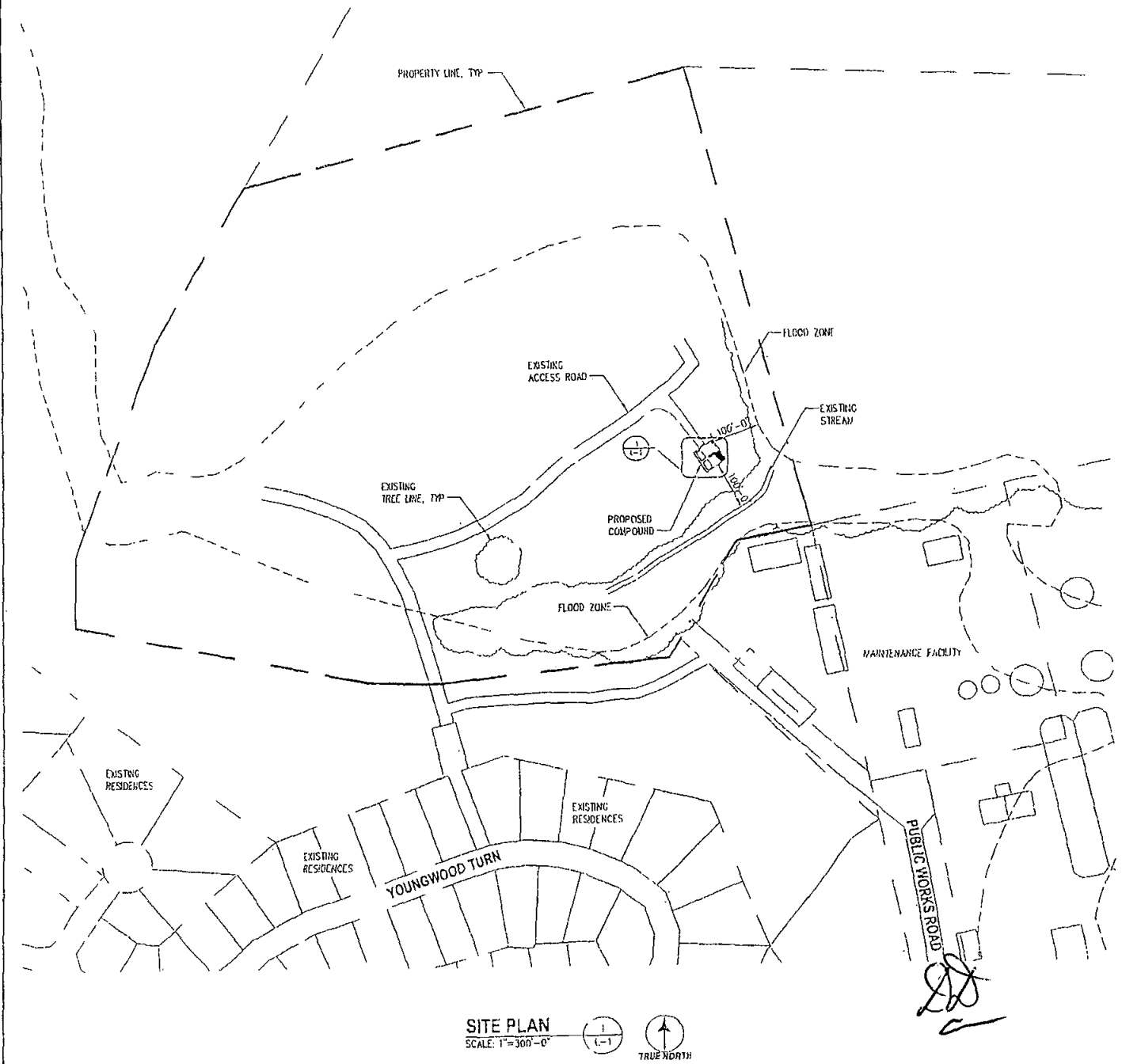
EXHIBIT B

The location of the Premises within the Property (together with access and utilities)
is more particularly *described and depicted* as follows (E911 equipment to be installed in the future not depicted):

SEE ATTACHED

Jon Dahl

Digitally signed by Jon Dahl
 DN: cn=Jon Dahl, ou=RF
 all=Jonathon.Dahl@T-Mobile.com, =US
 Date: 2008.04.14 15:21:21 -04'00'



SITE PLAN
 SCALE: 1"=300'-0"
 TRUE NORTH

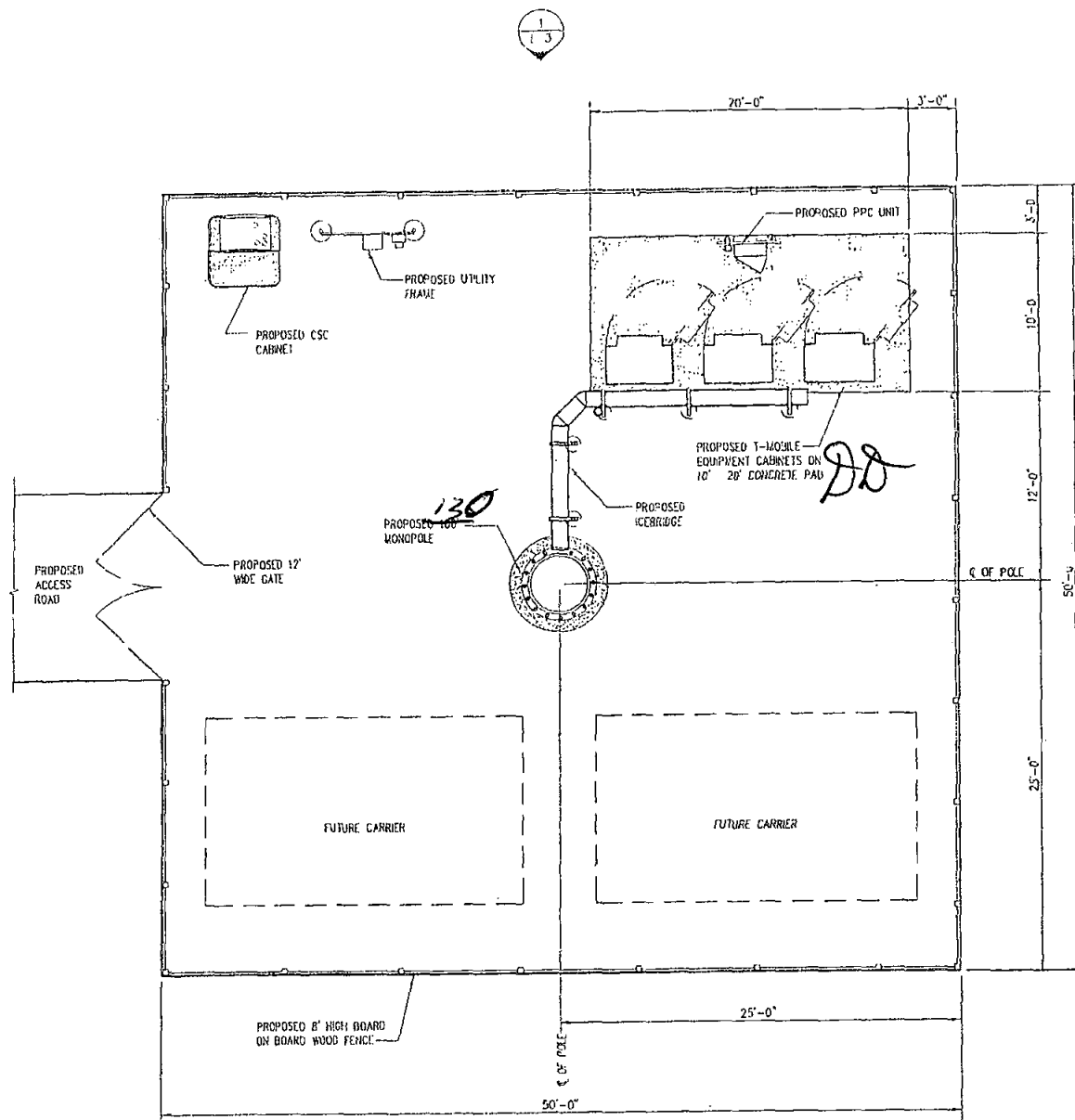


1575 Eye Street, N.W. Suite 350
 WASHINGTON, D.C. 20005
 PHONE: (202)408-0960
 FAX: (202)408-0961

SUBMITTALS		
DATE	DESCRIPTION	REV.
04-10-08	LEASE EXHIBIT REVIEW	A

T-MOBILE NORTHEAST LLC
 12050 BALTIMORE AVENUE
 BELTSVILLE, MD 20705
 PHONE: (240) 264-8600

WAS331E CITY OF BOWIE TOWER 13444 YOUNGWOOD TURN BOWIE, MD 20715	
SITE PLAN	
PROJECT NO: 1042.575	
DESIGNER: O.M.	ENGINEER: C.S.P.D.



COMPOUND LAYOUT PLAN
SCALE: 1/32"=1'-0"



JD



1575 Eye Street, N.W. Suite 350
WASHINGTON, D.C. 20005
PHONE: (202)408-0960
FAX: (202)408-0961

SUBMITTALS		
DATE	DESCRIPTION	REV.
04-10-08	LEASE EXHIBIT REVIEW	A

T-MOBILE NORTHEAST LLC

12050 BALTIMORE AVENUE
BELTSVILLE, MD 20705
PHONE: (240) 264-8600

WAS331E
CITY OF BOWIE TOWER
13444 YOUNGWOOD TURN
BOWIE, MD 20715

TITLE: COMPOUND LAYOUT PLAN

PROJECT NO: 1042.575
DESIGNER: K.H. ENGINEER: LSPD

EXHIBIT C

**Memorandum
of
Lease**

Memorandum of Lease

Assessor's Parcel Number 14-1582915

Between City of Bowie, a Maryland municipal corporation ("Landlord") and T-Mobile Northeast LLC ("Tenant")

A Site Lease with Option (the 'Lease') by and between City of Bowie, a Maryland municipal corporation ("Landlord") and T-Mobile Northeast LLC, a limited liability company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit A incorporated herein for all purposes

The Option is for a term of ninety (90) days after the Effective Date of the Lease (as defined under the Lease), with up to one additional ninety (90) day renewal ("Option Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the 'Commencement Date'). Tenant shall have the right to extend this Lease for three (3) additional and successive five-year terms.

IN WITNESS WHEREOF the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

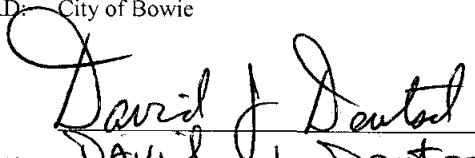
LANDLORD: City of Bowie

By:

Printed Name:

Its:

Date:


DAVID J. DEUTSCH
City Mgr
9-3-08

TENANT

T-Mobile Northeast LLC

By:

Printed Name:

Its:

Date:


Kevin Forshee
Area Director
8-14-08

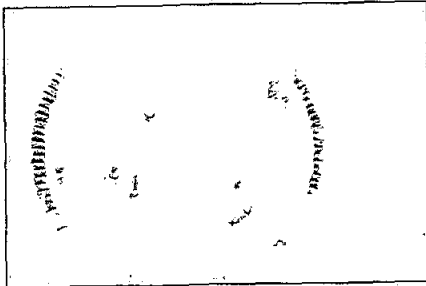
[Notary block for Landlord]

[Notary block for Corporation, Partnership, Limited Liability Company]

STATE OF Maryland)
) ss.
COUNTY OF Prince Georges)

This instrument was acknowledged before me on Sept 3, 2008 by City Manager [title]
of City of Bowie, a Maryland municipal corporation, on behalf of said City of Bowie.

Dated: Sept 3, 2008



(Use this space for notary stamp/seal)

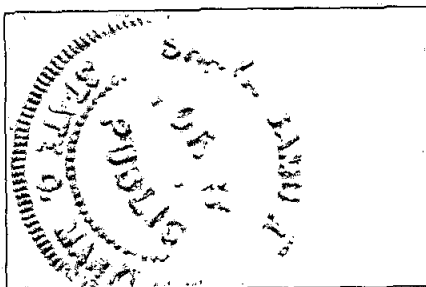
Pamela A. Fleming
Notary Public
Print Name PAMELA A FLEMING
My commission expires Sept. 1, 2012

[Notary block for Tenant]

STATE OF Maryland)
) ss.
COUNTY OF Prince George)

I certify that I know or have satisfactory evidence that Kevin Foxlee is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Director of T-Mobile Northeast LLC, a limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/14/08



(Use this space for notary stamp/seal)

Shaya Samuel
Notary Public
Print Name Shaya Samuel
My commission expires 6/6/2011
State of Maryland
My Commission Expires 6/6/2011

The Property is legally described as follows:

[illegible]

1 [a] 1 C 6) ck 7 st etl 1 Kentl rth t Bal l isper pl t
herroof orded l lat Book h w w et pl st ng the Land Records
Prince George County Maryland

(b) Parcel A in Block 63 of Sect 18 Somerset t Bol per plat
thereof rd Plat Book W W h 41 t plat 1 among the Land Records
of Prince George's County Maryland

being the same land obtained Deed dated December 7, 1961 recorded
December 1961 Liber 31 fol 402 Located in 1 corpo-
ation being the 7th District

5) [Blocc of 9 Somerset Bel per plat
ad Pitt Book W H W pl t The Land Records of
Georgia County, Maryland

[] Parcel 1 Bl 11 11 gham r l l per lat
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of Pri Georgu Mar l

[] at [] ed [] Book w.k.h [] Buck igham P st l pl
of Pr) George County Mar Ind [] Int the d Records

but the same land obtained by Dead end 20 1 1 a recorded
December 1961 Liber 2632 at toll , from Levitt id
1 report a New car at being 1 the 7th District

1 [] 1 lock f l l per pl the
red Flatbook 40 pl 45 among the Records f
Prince George County Maryland

[b] Parcel A Block 31 lot 10 skt at Bel I per lat
the dedd 31 ook 1/4 tr pl among the Land ds
Erl Count Mary ne

bel the and ind t d dated december 10 1 1 ind corded
December 26 1961 in Liber 2532 t L 171 d ons
l porated New York t the 21st 1 1

All 1 parcel of land lying being 1
the town of 1 Pri go county Mary id be ag more part 1 r
described follow SEWAGE TAMPING STATION NO. 1, BEGINNING at the "th-
terly narow sold corner being 585'15" 41.130 feet from the
point formed by the intersect of the "therly de line of Cootland
Road with the southerly side 1 t a heshl ton-Annapol expressway
also p 150 1 g nd t twentieth) course of Parcel "B"
1 .5255 acres) conveyed to Pitt and Sons Mer 1 id, Inc by T Hanova
Bank at by d dated October 194 d rded October 1 195 1
lber 151 Folio 450 of the Land Records of d George County Maryland

REGIONAL	HC	CC	11	1	14
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RESOLUTION
OF THE CITY COUNCIL OF BOWIE, MARYLAND
APPROVING THE FACILITIES GROUND LEASE AGREEMENT BETWEEN THE
CITY OF BOWIE AND DISH WIRELESS, LLC. AT 16500 ANNAPOLIS ROAD AND
AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

WHEREAS, the City of Bowie, a Maryland municipal corporation ("**City**"), is the owner of a certain real property located at 16500 Annapolis Road, Bowie, Maryland 20715 ("**Property**"), legally described in Exhibit A attached to the Communication Facilities Ground Lease Agreement ("**Agreement**"); and

WHEREAS, DISH Wireless L.L.C., a Colorado limited liability company ("**Lessee**"), desires to lease a portion of the City's real property for the purpose of installing, operating, and maintaining wireless communication facilities, as outlined in the Agreement; and

WHEREAS, T-Mobile Northeast LLC, a limited liability company, and the City entered into a certain Site Lease with Option, dated as of September 3, 2008 ("**Original Lease**"), to use a certain portion of the Property for the placement and operation of its Communication system, together with all necessary space and easements for access and utilities, all as depicted and described in the Original Lease; and

WHEREAS, Lessee has entered into a Site Lease Acknowledgment Agreement, with an effective date of January 6, 2023, with T-Mobile USA Tower LLC, a Delaware limited liability company, which authorizes Lessee to collocate wireless communications facilities upon the existing T-Mobile cell tower located on the Property; and

WHEREAS, Lessee desires to place wireless facilities on the tower portion of the Antenna Facilities (which requires T-Mobile to obtain the City's separate consent to sublease under the Original Lease) and desires to use nearby ground space on the Property to place certain related transmission equipment and related appurtenances to support its wireless facilities to be placed upon the tower portion of the Antenna Facilities in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Communication Facilities Ground Lease Agreement sets forth the terms and conditions governing the lease, including the dimensions and location of the leased area, access rights, permitted use, and rental payments.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bowie, Maryland, that the Communications Facilities Ground Lease Agreement is approved and the City Manager is hereby authorized to execute the Facilities Ground Lease Agreement in a form substantially similar to Exhibit 1.

INTRODUCED AND PASSED by the Council of the City of Bowie, Maryland,
this 5 day of February, 2024.

ATTEST:

THE CITY OF BOWIE, MARYLAND

Awilda Hernandez
City Clerk

Timothy J. Adams
Mayor



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Human Resources Management System
Resolution R-5-24

DATE: 02/01/2024

In April of 2022, the Maryland General Assembly passed the Time to Care Act of 2022 (SB 275). The Time to Care Act ("TTCA") establishes a Paid Family and Medical Leave Insurance Program to which employers, employees, and self-employed individuals will make contributions. Along with ensuring partial continuation of income for individuals requesting leave under the TICA, the program expands on the eligibility standards of the Federal Family and Medical Leave Act ("FMLA"). Most significantly, the TTCA provides up to 12 weeks of job-protected paid leave for employees to:

- Care for or bond with a newborn child or a child newly placed for adoption, foster care, or kinship care.
- Care for a family member with a serious health condition.
- Attend to an employee's own serious health condition that prevents the employee from performing functions of their job.
- Care for a next of kin military service member with a serious health condition resulting from their military service.
- Attend to qualifying military exigencies.

Additionally, the TICA may provide up to 24 weeks of paid leave if an employee takes 12 weeks of parental leave, in addition to 12 weeks of leave under the program for other eligible reasons within a single year. The TICA pays 90% of salary for wages up to 65% of Maryland's Average Weekly Wage ("AWW"), and 50% of salaries over 65% of AWW. Monies for the TICA will be provided through a state-administered fund financed by employee and employer contributions. For the period starting October 1, 2024, 50% of the contributions must be paid by the employer and 50% by each employee, although employers may elect to cover some or all of their employees' shares. The Maryland Department of Labor has set the contribution rate at 0.9% of covered wages (or .45% for employer and employees if the costs are shared evenly). Covered wages include those of any employee who has worked at least 680 hours for any employer during a given year. This initial designated contribution rate will remain in place through June 30, 2026.

While the TTCA will provide substantial value to employees, given that it will likely become a commonly used leave option, it will also present significant administrative cost and burden to employers. Among these issues are:

- Eligibility tracking - Employers will be required to accurately determine which employees meet the 680-work hour eligibility criteria. Employers must be able to verify that employees filing claims under the TICA have worked 680 hours for any employer during a given year.
- Claims Adjudication issues, including making qualifying leave determinations, and tracking the times when employee leave under the TICA terminates.
- Coordination with eligibility, tax, and benefit deductions.

To assist in lessening the risks and burdens associated with self-administering the TTCA, the Maryland Boards of Education ("MABE"), the Maryland Association of Counties ("MACO") and the Maryland Municipal League ("MML"), have created the Maryland Public Sector Time to Care Act Insurance Collaborative ("the Collaborative"). The Collaborative consists of approximately one hundred public sector agencies across the state of Maryland, including school districts, library systems, counties, and municipalities. Utilizing the combined employee populations of participating agencies, the Collaborative will procure a private insurance plan to administer all aspects of the TICA for participating agencies. The public sector insurance firm, Bolton, will prepare a Request for Proposal on behalf of the Collaborative, which will be designed to identify the highest quality and most cost-effective insurance carrier to manage the program. Any selected insurance carrier will be certified by the State of Maryland to administer TTCA programs. The cost to join the Collaborative is an annual fee of \$5,000. Benefits that the City of Bowie will recognize by joining the Collaborative include:

- The City would not be required to begin paying premiums to fund the TTCA in October of 2024, as will be the case for employers who choose to opt directly into the State program.
- The economies of scale created by the Collaborative will drive down administrative and insurance costs.
- Significantly ease and reduce administrative burdens to the City's Human Resource Office and Finance Department in managing the TTCA.
- Ensure compliance with this new, complex, and often changing law, thus eliminating the risk of non-compliance penalties.

Given the complexity, and the potentially significant cost of managing this new program, as an active member of the MML, City staff finds that it would be in the best interest of the City of Bowie to join the Maryland Time to Care Public Sector Collaborative. As such, it is recommended that the City Council authorize the City Manager to pursue membership in the Collaborative.

ADL/swh

ATTACHMENTS: 1. 20240205 - Resolution R-5-24

RESOLUTION
OF THE COUNCIL OF THE CITY OF BOWIE, MARYLAND
APPROVING THE REQUEST TO JOIN THE MARYLAND PUBLIC SECTOR TIME
TO CARE ACT INSURANCE COLLABORATIVE

WHEREAS, the Maryland state legislature passed Senate Bill 275, commonly known as the Time to Care Act of 2022, on April 9, 2022; and

WHEREAS, the Time to Care Act establishes a family and medical leave insurance fund to provide eligible workers and participating self-employed persons with temporary paid leave benefits through the State insurance fund or an approved private insurance plan beginning January 2026; and

WHEREAS, members of the Maryland Association of Boards of Education (MABE), the Maryland Association of Counties (MACo) and the Maryland Municipal League (MML) have agreed to participate in a joint collaborative known as The Maryland Public Sector Time to Care Act Insurance Collaborative (the collaborative), to procure a private insurance plan to insure and administer the paid family leave requirements set forth in the Time to Care Act; and

WHEREAS, after review of all options available, staff has determined that as an active member of MML, it is in the City's best interest to partner with the collaborative to administer this program for the annual membership fee of \$5,000.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bowie, Maryland that the City Manager is hereby authorized to enter into an agreement with the Maryland Public Sector Time to Care Act Insurance Collaborative for the annual cost of \$5,000.

INTRODUCED AND PASSED by the Council of the City of Bowie, Maryland at a meeting on February 5, 2024.

ATTEST:

THE CITY OF BOWIE, MARYLAND

Awilda Hernandez
City Clerk

Timothy J. Adams
Mayor



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Waive Bidding for Purchase of Reelmaster Riding Mower
Resolution R-6-24

DATE: 02/01/2024

The FY2024 Parks and Grounds Division budget allows for the acquisition of a Reelmaster Riding Mower. The Parks and Grounds Division has located a Contract with the Fairfax County Government (Contract# 4400009285) through Turf Equipment and Supply Company, upon which we will be able to piggyback.

This year we have budgeted \$92,000.00 for this purchase.

The Department of Community Services recommends waiving bidding requirements for good cause shown, as allowed by Section 61(b) of the City Charter, for the purchase of a Toro 5510 Reelmaster Riding Mower in the amount of \$88,471.00.

I concur with the above recommendation and request your approval of R-6-24.

ATTACHMENTS: 1. 20240205 - Resolution R-6-24

RESOLUTION
OF THE COUNCIL OF THE CITY OF BOWIE, MARYLAND
BY TWO-THIRDS VOTE WAIVING THE COMPETITIVE BIDDING
REQUIREMENTS OF SECTION 61 “PURCHASING AND CONTRACTING” OF
THE CITY CHARTER TO ALLOW THE CITY MANAGER TO ISSUE A PURCHASE
ORDER TO TURF EQUIPMENT AND SUPPLY COMPANY AND AUTHORIZE THE
PURCHASE OF ONE (1) TORO 5510 REELMASTER RIDING MOWER

WHEREAS, the Charter of the City of Bowie, Maryland (hereinafter, “the City”) requires, in section 61, that all expenditures for inter alia, materials, construction of public improvements or contractual services involving more than twenty-five thousand dollars be made by written contract upon sealed bids to the lowest responsible bidder, except where the City Council by two-thirds vote waives the bidding requirement for good cause shown; and

WHEREAS, the FY2024 Equipment Acquisition budget allows for the purchase of one Toro Reelmaster Riding Mower; and

WHEREAS, the Parks and Grounds Division has located a Contract (4400009285) with Fairfax County Government through Turf Equipment and Supply Company, upon which we will be able to piggyback; and

WHEREAS, the proposed contract price for the product to be procured will exceed twenty-five thousand dollars and the City Council deems the afore stated economic efficiencies to constitute good cause to waive the bidding requirements otherwise required by the Charter.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Bowie, Maryland, upon two thirds vote, that the bidding requirements of Section 61 of the City Charter are hereby waived; and

BE IT FURTHER RESOLVED, that the Council authorizes the City Manager to issue a Purchase Order to Turf Equipment and Supply Company, in the amount of \$88,471.

INTRODUCED AND PASSED by the Council of the City of Bowie, Maryland, at a Regular Meeting on February 5, 2024.

ATTEST:

CITY OF BOWIE, MARYLAND

 Awilda Hernandez, City Clerk

 Timothy J. Adams, Mayor



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Diversity Committee's Request to Reinstate the International Festival

DATE: 02/01/2024

Submitted by Tisha Hillman, chair of the City of Bowie Diversity Committee:

In 2003, the Bowie City Council established the Diversity Committee with the mission of enhancing communication among diverse groups within the City of Bowie. The committee is advocating for the revival of the International Festival, an event that was merged with Old Bowie Celebrates.

The committee strongly believes in the positive impact and success of the Bowie International Festival in fostering inclusivity. This event has historically celebrated the rich tapestry of cultures present in Bowie, offering residents the opportunity to experience diverse cuisines, music, dance, and traditions from around the world. The festival has played a pivotal role in promoting cultural exchange, encouraging friendships, and sparking interest in exploring new languages, recipes, and activities.

The International Festival has been a catalyst for inclusivity, providing a platform for residents of different backgrounds to connect and feel a sense of belonging. By showcasing various cultures, the festival has supported the diverse communities within Bowie, allowing residents to see their heritage celebrated and fostering a welcoming environment.

The Diversity Committee urges the City Council to consider reinstating the International Festival in the FY25 Budget. Despite the committee's efforts in organizing various events throughout the year, such as Heritage Months, Dr. Martin Luther King, Jr. Art Contest, Hispanic Heritage Month, Juneteenth, and #BowieSpeaks - canceling the International Festival contradicts the City's commitment to inclusiveness. The committee believes that reinstating this event aligns with the City's values and enhances the sense of community in Bowie, and we ask for the City Council's consideration tonight.

ATTACHMENTS: None



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Police Department Council Update

DATE: 02/01/2024

Attached is information that will be covered during the Police Department update on February 5, 2024.

Staffing:

- Sworn: Authorized - 66, Actual - 57, Vacancies - 12
- Civilian Staff : Authorized - 20.5, Actual -16.5, Vacancies - 4 (2 Dispatchers, 1 Crime Scene Investigator, 1 Police Records Supervisor)

Outreach Efforts:

- Shop with a Cop
- Citizens Academy
- Monthly Community Events ("Community Matters")

Traffic Management Workgroup Update

ATTACHMENTS: 1. 20240205 - Police Department Update Presentation

**City of Bowie Police Department
Calls for Service
2022 vs 2023**

	TOTAL CALLS FOR SERVICE HANDLED 2022	TOTAL CALLS FOR SERVICE HANDLED 2023
JANUARY	2068	2691
FEBRUARY	1979	2208
MARCH	2338	2650
APRIL	2380	2467
MAY	2409	2519
JUNE	2139	2634
JULY	2362	2815
AUGUST	2087	2691
SEPTEMBER	2049	2340
OCTOBER	2074	2986
NOVEMBER	2143	2704
DECEMBER	2219	2656
TOTALS	26,247	31,271

*Includes Code Enforcement, Animal Control, & Park Ranger Calls for Service

BOWIE POLICE DEPARTMENT
CRIME & CITATION STATISTICS
2007 – 2023

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Residential Burglaries	79	216	194	192	166	155	115	95	121	88	62	50	35	31	32	21	26
Commercial Burglaries	38	43	42	20	19	21	39	4	18	37	13	33	17	37	16	25	27
Assaults	63	89	130	133	157	160	143	167	204	154	176	216	169	218	206	248	342
Auto Thefts	46	120	71	82	60	59	69	67	46	61	77	49	55	43	54	116	229
Robberies	37	66	59	46	43	38	8	34	19	25	35	26	28	18	18	21	33
Thefts	471	613	762	875	589	709	664	643	500	575	606	686	759	560	592	641	990
Moving Violations	819 **	1279	4569	7679	6953	9523	12321	10292	10812	8554	11959	13331	15888	5742	4204	3129	4370
Photo Enforcement Citations	--	--	--	26125	108798	45770	28444	26452	23582	22416	19918	17228	14325	16278	20370	16147	39627
Police Calls for Service	--	24697	27589	20520	17991	16474	22226	22206	22356	20740	22818	39718	36287	31922	32438	26247	38196
Code, AC, etc. Calls for Service	--	--	--	--	--	--	--	--	--	--	--	--	--	6640	3900	2338	1431
Phone Calls Received by Call Center	--	--	--	--	--	--	--	--	--	--	--	--	33164	28217	27907	27955	29598

THEFT STATS: 2022 vs 2023

	2022	2023	2022	2023	2022	2023	2022	2023	2022	2023	2022	2023
	THEFT (MISC)	THEFT (MISC)	EMBEZZL EMENT	EMBEZZL EMENT	ID THEFT FRAUD FORGERY	ID THEFT FRAUD FORGERY	SHOP LIFTING	SHOP LIFTING	THEFT FROM AUTO	THEFT FROM AUTO	TOTAL	TOTAL
JAN	10	22	0	0	38	26	13	18	34	29	95	95
FEB	11	6	0	0	48	34	12	22	29	20	100	82
MAR	16	13	0	3	32	21	18	21	14	46	80	104
APRIL	14	13	0	1	19	12	15	23	9	18	57	67
MAY	16	17	1	0	20	17	23	30	26	38	86	102
JUNE	15	20	0	0	23	19	11	13	26	31	75	83
JULY	15	20	0	0	26	22	11	32	24	34	76	108
AUG	10	12	0	0	29	23	12	29	15	40	66	104
SEPT	19	11	0	0	9	15	33	16	16	28	77	70
OCT	11	15	0	0	20	10	21	19	25	42	77	86
NOV	9	13	0	0	15	22	30	24	15	10	69	69
DEC	14	15	0	2	15	25	36	30	26	16	91	88
TOTAL	160	177	1	6	294	246	235	277	259	352	949	1058

CRIMINAL INVESTIGATION SECTION (CIS)
2024 ACTIVITIES (YTD 12/31/23)

CIS Stats

Total Crimes Assigned & Citizen Contacts	492
Closed by Arrest/Exceptionally/Unfounded	62
Open/Suspended/Active	286

*A Citizen Contact is defined as an interaction with a citizen complainant, primarily regarding incidents of theft, fraud and identity theft where there are minimal leads and/or suspects. Detectives assure the citizen that the Police Department is concerned about them and the community.

Property/Persons Crimes Totaled 492

- Closed by Arrest/Exceptionally/Unfounded 12.6 %

Status of 91 Assigned Cases with Solvability Factors:

- 59 Arrests
- 0 Unfounded
- 34 Suspended pending further information
- 1 Active/Open
- 3 Closed Exceptionally

Search and Seizure Warrants: 44

Calculation Process

For total YTD crimes closure, you divide the total cases closed (Arrests and Closed Exceptionally or Unfounded) by total cases.

$$62/91 = 68.1\%$$

For total assigned YTD crimes closed by arrest, you divide total cases closed by arrest by total assigned cases.

$$59/91 = 64.8 \%$$

Highlights:

RMS #23-0003244

Date: 11/01/2023

Incident: Attempted Murder x 5

Lead Investigator: Detective Stevens

On 11/15/2023 at approximately 2027 hours, City of Bowie police officers responded to the 3000 block of Twisting Lane, Bowie, Maryland, for the report of a shooting. Upon arrival, officers met with the victim, who stated he was sitting in his living room watching television when he heard several gunshots outside of his home. The victim said that he heard the front glass door to his home shatter and saw the stuffing from his couch fly as it was struck by the gunfire. He then yelled out for his family to “get down” as the gunfire continued.

The victim advised that he then checked on his family members inside of the home. Once he confirmed his wife, stepdaughter, and two grandchildren (4 years old and 4 months old) were not injured, he immediately called the police. One of the rounds struck the couch where Victim 2 was sitting with her 4-month-old daughter just minutes before the shooting. Victim 1 stated that before the shooting, his family received text messages from his granddaughter saying that her ex-boyfriend was on his way to their house and to, “Call the cops.”

Det. Stevens #0062 responded and assumed control of this investigation. During this time, the granddaughter provided several photos of text messages between herself and her ex-boyfriend/suspect where he sent a picture of her residence in Bladensburg and said, “Not going nowhere, we outside” and “Watch this” before sending another message stating, “I’m otw to your grandmas” and “You’re going to die and your family.”

Evidence technician Dunkley responded and processed the scene. A total of nine (9) 9mm shell casings were recovered from outside of the residence. Detective Stevens #0062 was then contacted by the Bladensburg Police Department, who advised that they were also investigating a non-contact shooting at the granddaughter’s residence located in Bladensburg. Bladensburg Police recovered

approximately eight (8) 9mm shell casings, similar to the 9mm shell casings recovered at the Victim's address in Bowie.

During the course of the investigation, a suspect was identified. Upon further investigation, Det. Booth was able to determine that the suspect was on a GPS ankle monitor through Washington, D.C. Parole and Probation for pre-trial release in reference to a homicide. D.C. Parole and Probation was contacted and advised the suspect's GPS ankle monitor placed him at the shooting in Bowie and Bladensburg. Detective Stevens #0062 obtained charges for the suspect for: **Attempt 1st Degree Murder (5X), Reckless Endangerment (5X), Attempt 2nd Murder (5X), Firearm Use/Felony-Violent Crime, First Degree Assault (5X).**

During the course of this investigation, Det. Tucker assisted with obtaining the search and seizure warrant for the suspect's residence in order to recover the weapon used in the incident. On 11/16/2023, Bowie investigators worked in conjunction with Cpl. Kam and the US Marshals Task Force to apprehend the suspect. The suspect was subsequently taken into custody without incident and transported to the Bowie Police Department where he waived his Miranda Rights and agreed to be interviewed by Det. Stevens. During the interview, the suspect confessed to his involvement in both incidents.

RMS #22-0001360

Date: 5/15/2023

Incident: Attempted Armed Robbery

Lead Investigator: Detective Tucker

On May 15, 2023, at approximately 2334 hours, Bowie Police officers were dispatched to the area of the 12700 block of Marquette Lane, Bowie, MD, for the report of an attempted citizen robbery. Upon arrival, officers located the victim, and he was transported to the Bowie Police Station to be interviewed. During the interview, the victim stated that he was texting his girlfriend throughout the day, and they had agreed to meet up with each other. The victim said that his girlfriend summoned an Uber to bring him to Bowie. Once the victim arrived in Bowie, his girlfriend met him nearby where he was dropped off by the Uber.

After meeting up with his girlfriend, Mr. The victim stated they both began to walk on a bike path, thinking that they were headed to his girlfriend's home. As they were walking, the victim stated he observed his girlfriend looking behind herself several times as they walked. His

girlfriend then told him, “When I say run, run.” Shortly after she made that statement, a male suspect exited a black truck that was parked with its headlights on as they walked by and approached the victim, demanding for him to, “Get the fuck on the ground!” In fear for his life, the victim complied with the suspect’s demands. When the suspect told him to get on the ground, he observed a black handgun held down by the suspect’s side, slightly raised.

The male suspect and his girlfriend told the victim to empty his pockets and to strip from his clothing. The victim refused to strip but emptied his pockets. During this attempted robbery, the victim stated the male suspect never made any demands of his girlfriend. While on the ground, the victim turned to his girlfriend and asked her why she was doing this. At that time, his girlfriend grabbed his dreadlocks and began physically assaulting him by punching him multiple times with a closed fist in his face. While his girlfriend was assaulting him, the male suspect stood by with the gun still by his side. Once his girlfriend finished assaulting him, both she and the suspect walked back to the black truck and the male suspect said, “Don’t try nothing or I’m going to kill you.” Both fled in the truck in an unknown direction. The victim advised that none of his items were taken.

While interviewing the victim, he advised that when the male suspect approached him, he immediately recognized him as his girlfriend’s ex-co-worker. A search warrant was obtained for the phone records belonging to his girlfriend. While viewing the phone records, communication implicating both his girlfriend and her ex-coworker in the assault was discovered. Arrest warrants were subsequently obtained for both.

On June 27, 2023, the US Marshalls assisted in apprehending the two defendants for First Degree Assault and Robbery. Once inside the home, US Marshalls located and arrested the male suspect as well as the victim’s girlfriend. While searching the bedroom of the male suspect, a black and green Polymer 80 ghost gun was located in his room. The handgun was loaded with a magazine containing 15 rounds of unfired 9mm ammunition. Both suspects were transported to the Department of Corrections in Upper Marlboro, MD and charged accordingly.

RMS #23-0000509

Date: 2/19/2023

Incident: Attempted Murder

Lead Investigator: Detective Booth

On 2/19/2023 at approximately 1554 hours, Bowie Police officers responded to the 15000 block of Old Chapel Rd Bowie, Maryland, for a reported shooting. Once on scene, officers made contact with the witness/girlfriend of the victim. She advised that she arrived in the 15000 block of Old Chapel Road with her boyfriend/victim to meet the suspect to purchase a dirt bike. The witness advised that once they met with the suspect, her boyfriend paid \$1300.00 to the suspect to complete the transaction for the sale of the dirt bike. Upon paying the suspect, he refused to relinquish possession of the dirt bike.

A struggle then ensued between the victim and the suspect, at which time the suspect removed a semi-automatic handgun from his waist and pointed it at the victim, shooting at him twice. As the victim attempted to gain control of the handgun, he ejected the magazine, which fell to the ground, and he was able to eventually retain possession of the firearm. The suspect then fled the scene on foot towards the wooded area across the street with the \$1300 in cash that was given to him by the victim. Surveillance footage of the incident was obtained and reviewed by detectives. Upon analyzing the surveillance video, Det. Booth was able to corroborate the witness's recollection of events.

The surveillance video also showed that the suspect fled the scene on the dirt bike toward Racetrack Road, while still having possession of the handgun. During this investigation, the witness advised that she had been friends with the suspect for approximately one year prior to this incident. Due to their prior history, a single confirmation photo was shown to the witness and she was able to positively identify the suspect as the person who robbed and shot at her boyfriend multiple times. As this investigation progressed, Sgt. Howard #0076 contacted the victim, who agreed to be interviewed at his residence in Glen Burnie. During the interview, the victim stated that he hid the handgun and dirt bike in a safe place before contacting his father, who came and picked him up in Crofton. The victim further advised that he would be willing to accompany Sgt. Howard to both locations and recover the property. The handgun, a black Glock 22, was recovered in the parking lot to the rear of the Mobil gas station located at 7110 Crain Highway, Bowie, Maryland 20715. The dirt bike was recovered in the wood line at Brandyfarms Lane in Gambrills, Maryland.

The handgun was rendered safe and placed into property at the Bowie Police Department, and the dirt bike was impounded. On 2/20/23, an arrest warrant was obtained for the suspect. The suspect was charged with Attempted 1st Degree Murder, 1st Degree Assault, Attempted 2nd Degree Murder, Armed Robbery, 2nd Degree Assault, Use of a Firearm during the Commission of a Felony, Robbery, Possession of a Firearm by a Minor, Loaded Handgun on Person, Handgun in Vehicle, Theft under \$1500, Handgun on Person, and Loaded Handgun in Vehicle.

On 02/20/23, a BOLO was developed and disseminated to the Maryland Fusion Center and shared across all Bowie PD social media platforms. On 2/21/23 at approximately 0900 hours, Det. Booth #50 was advised that the suspect responded to the police department to surrender himself. A search warrant for the suspect's DNA was obtained, and a sample was collected by MPO. Imperiale. The suspect was then transported to the Prince George's County Department of Corrections Upper Marlboro facility for processing.

Community Services Section

2023 Overview

Community Services Section Stats

Community Meetings with HOAs	10
Residential and Business Surveys	4
Community Outreach Events (Career Day, etc.)	13

Highlighted Events

Citizen's Police Academy

The Department held the 10th annual Citizen's Police Academy from April through June. The Department hosted 12 citizens for 13 weeks, teaching the participants the various inner workings of police work and the criminal justice system.

National Night Out

The Department hosted the annual National Night Out Event at Allen Pond Park on August 1. The event allowed the Police Department, along with community stakeholders, to gather together and promote police-community partnerships and neighborhood camaraderie.

Toys for Tots

The Department partnered with the Marine Corps Reserves to participate in the 2023 Toys for Tots campaign. With the campaign, the Department was able to collect a large number of toys to help the program. The toys collected from the Department were distributed to children and families in need for the holiday season.

Shop with a Cop

The Department hosted its annual Shop with a Cop on December 10th. The Department collected donations totaling over \$9,000. By partnering with various stakeholders within the City, the Department shattered its usual expectations for donations. With the donations, the Department was able to provide assistance for 80 underprivileged children. The Department took the children shopping at the local Target store, where they were able to purchase presents for themselves and family members. The Department also provided breakfast and lunch for children and their families thanks to various donations from local restaurants.

Highlighted Cases

Case: Armed Student at Bowie High School

Officer: Cpl. Foote

Summary:

On November 14, Cpl. Foote was performing his assigned duties as the Bowie High School Resource Officer when he was requested to respond to the school security office. Once there, he was informed of students that were observed entering the school grounds. School security then made contact with the students and escorted them to the security office. While in the security office, Cpl. Foote and school security recovered a black and tan Glock model handgun with no serial number, commonly referred to as a ghost gun. A student was then taken into custody and charged with several handgun crimes and then transported to Cheltenham Youth Facility.

Case: Dirt Bikes in Old Bowie

Officer: Cpl. Redmond

Summary:

Throughout 2023, the Department was dealing with a nuisance complaint of dirt bike and ATV riders in the community. Cpl. Redmond made contact with citizens in the area of the complaints and was able to identify one of the sources of the complaints. Cpl. Redmond would eventually make contact with the reported offenders and informed them of the complaints and request their compliance. Cpl. Redmond would later discover more offenders who were not a part of the Bowie Community and took it upon himself to perform constant patrols in the area to monitor and help deter offenders to the best of his ability.

Case: Handgun arrest

Officer: Cpl. Redmond

Summary:

On June 13, Cpl. Redmond responded to a call for service of a person pulling on car doors. While investigating the call for service, Cpl. Redmond along with patrol officers located the suspect. While speaking to the suspect, Cpl. Redmond recovered a handgun from the suspect. The handgun was discovered to be a ghost gun, meaning that it was unregistered and did not have a serial number. Cpl. Redmond arrested the suspect. The arrest of the subject led to the closure of various other cases that Bowie Criminal Investigation Services were investigating.

Case: Noise Complaint at the Town Center

Officer: Cpl. Simms

Summary:

In 2023, a nuisance noise complaint was brought to the attention of the department involving the Aroma of Bowie Restaurant. Cpl. Simms investigated the complaint and was able to address the issue with the assistance of the City's Code Compliance staff.

Traffic Safety

2023 Overview

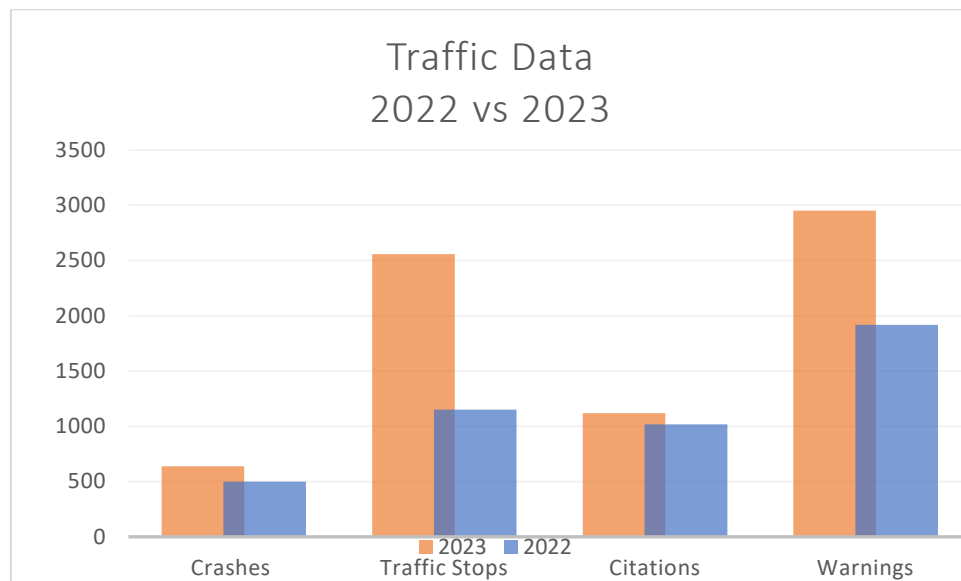
Department Crash Totals

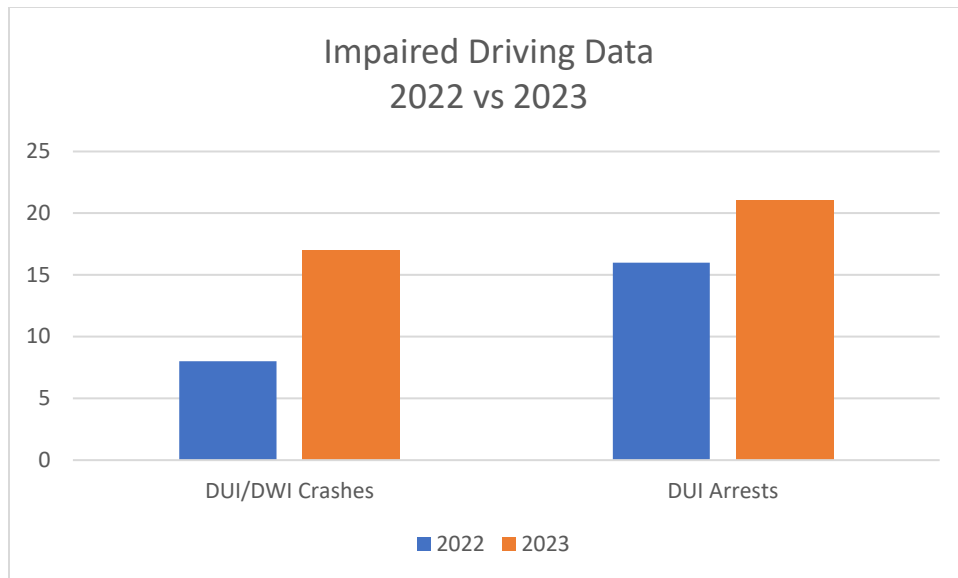
- Crashes - 639
- Injury Crashes - 101
- Hit and Run Total - 198
- DUI Crashes - 17
- Critical Injury Crash Investigations - 3
- Fatal Crashes - 0

Department Traffic Enforcement Stats

- Traffic Stops - 2558
- Citations - 1118
- Warnings - 2952
- Equipment Repair Orders - 300
- DUI Arrest - 21

Data Comparison





- Crashes have increased 22% compared to 2022
- Traffic Stops have increased 55% compared to 2022
- Impaired Driving involved crashes have increased 53% compared to 2022
- Impaired Driving arrests have increased 24% compared to 2022
- Citations issued have increased 9% compared to 2022
- Warnings issued have increased by 35% compared to 2022

Traffic Safety Officer - 2023 Statistics

- Traffic Stops - 314
- Citations - 375
- Warnings - 235
- SEROS - 30
- Truck Inspections - 32
- DRE Evaluations - 2
- ACRS - 8
- Reconstruction Crash Investigations - 3
- Departmental crash Investigations - 12
- Traffic Complaints Investigated - 42

Traffic Safety Highlights

ACRS 2.0

Assistance was provided to the Maryland State Police with the creation and testing of the new statewide crash reporting system.

Joint Traffic Safety Efforts

The Department partnered with several allied agencies to conduct numerous traffic safety details within the City with a focus on impaired driving and speeding. The Department participated in 4 channelization details with Prince George's County Police Traffic Division. The Department participated in a multi-agency Commercial Motor Vehicle Saturation patrol in November with a focus on putting unsafe motor vehicles out of service. The Department also assisted the Prince George's County Police Academy with teaching traffic related subjects such as DUIs, Standardized Field Sobriety Tests, etc.

Crash Reconstruction Unit

The Department's Crash Reconstruction Unit assisted Prince George's County Collision Analysis and Reconstruction Unit with locating a wanted vehicle in connection to a fatal hit and run investigation. Working in conjunction with Bowie Police, Prince George's County Police were able to locate the vehicle and owner enabling them to close their investigation. The Crash Reconstruction Unit is investigating 3 serious injuries crashes pending closures.

Speed Camera Expansion

Assistance was provided to the Department's Operations Division with the expansion of the Speed Camera program to residential areas. The program was expanded to 21 new locations that the Department can rotate based on need.

**Bowie Police Department
Training Section
2023 Overview / Status Report**

- ❖ **Firearms Training – 284 hours:** To include annual pistol qualification, Stress Course, annual rifle qualification, remedial training, academy recruit training.
- ❖ **Firearms Maintenance – 55 hours:** To include maintenance, audits and inspections.
- ❖ **Training – 1,996 hours:** Tactical, Professional Development, In-Service training, Recruit and Specialized Training to include: Active Threat Training, MILO System (Judgmental), Mental Health for Officers, DUI Detection (Academy training), Taser, Low Light Tactical movements, School Resource Officer Certification Training, Police Explorer Advisor Training (annual), Faith-Based Outreach and Community Awareness Active Threat training, Warrant Training, EVOC (Academy Training), Radar/Lidar Training, Mental Health, Use of Force Training, De-Escalation Training, Crisis Intervention Training, Active Threat Table Top (Bowie Town Center-Security Staff), Crime Scene Investigation Training, Basic Instructor Course, K-9 training, Physical Agility, Interview & Interrogation training, Report Writing Training, Threat Assessment/Threat Management, First Line Supervisor School, First Line Administrator School, ABLE (Active Bystander Law Enforcement- Georgetown University) Training, Job Fairs, Municipal Executive Leadership Training, Women Leadership Training, Bloodhound Advance K9 School, Citizen Academy Training, Emotional Intelligence Training, Auto Theft Training (Baltimore County/Regional Auto Theft Unit, 1st Amendment Training, Mobile Device Investigations, RAD Conference, MPCTC's newly-mandated training for Law Enforcement, Preventing Youth Hate Crimes and Identity Based Bullying, Field Training Officer Course, FBI LEEDA Command Leadership Institute, ATF- Ghost Gun Threat Training. **These trainings were accomplished with in-person and virtual training formats*
- ❖ **City of Bowie Active Threat Exercise – Bowie City Hall**
- ❖ **S.T.A.R Team - 132 hours:** Active Threat Training, Tactical Movements, Firearms Training, Tactical Breaching, Warrant Service, Active Threat Management, Classroom Discussions, Vehicle Deployments, Tactical Ballistic Shield Training (USMS/Greenbelt PD). Conducted Tactical Training for members of Morgan State University Police Department.
 - S.T.A.R Team deployed for **Memorial Day** Parade perimeter security
 - S.T.A.R Team deployed for **Bowie Fest** perimeter security.
 - S.T.A.R Team deployed for **Active Threat at Bowie High School**
 - S.T.A.R Team deployed for **Pre-Father's Day Cookout** - Allen Pond
 - S.T.A.R Team deployed for **Juneteenth Celebration** perimeter security.
 - S.T.A.R Team deployed for **National Night Out**
 - S.T.A.R Team walk through at Bowie High School
 - S.T.A.R Team deployed for Felony Search Warrants
- ❖ **Use of Force Review – 35 hours:** Review actions of officer safety issues or Use of Force Situations. Provided refresher training (as needed).



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Complete Streets Pilot Project (Kenhill Drive)

DATE: 02/01/2024

At Monday's Council meeting, staff from the Department of Planning and Sustainability will review the current design plan for Complete Streets treatment of Kenhill Drive, including installation of on-road bike lanes, and discuss ideas for the next phase.

In 2019, the City Council approved a Trails Master Plan and a Complete Streets policy for the City. In February 2021, the City adopted the Complete Streets Design Guide and Standards as a supplement to the City's General Specifications and Standards for Storm Drain and Street Design and Construction. The Kenhill Drive project is the first of its kind to be designed using the new standards. The project has been fully designed, and construction funding is available in the FY 2024 City Capital Improvement Program (CIP). The design plans are attached for your information.

ATTACHMENTS: 1. 20240205 - Kenhill Drive Plan Set 60%

CITY OF BOWIE



INDEX OF SHEETS

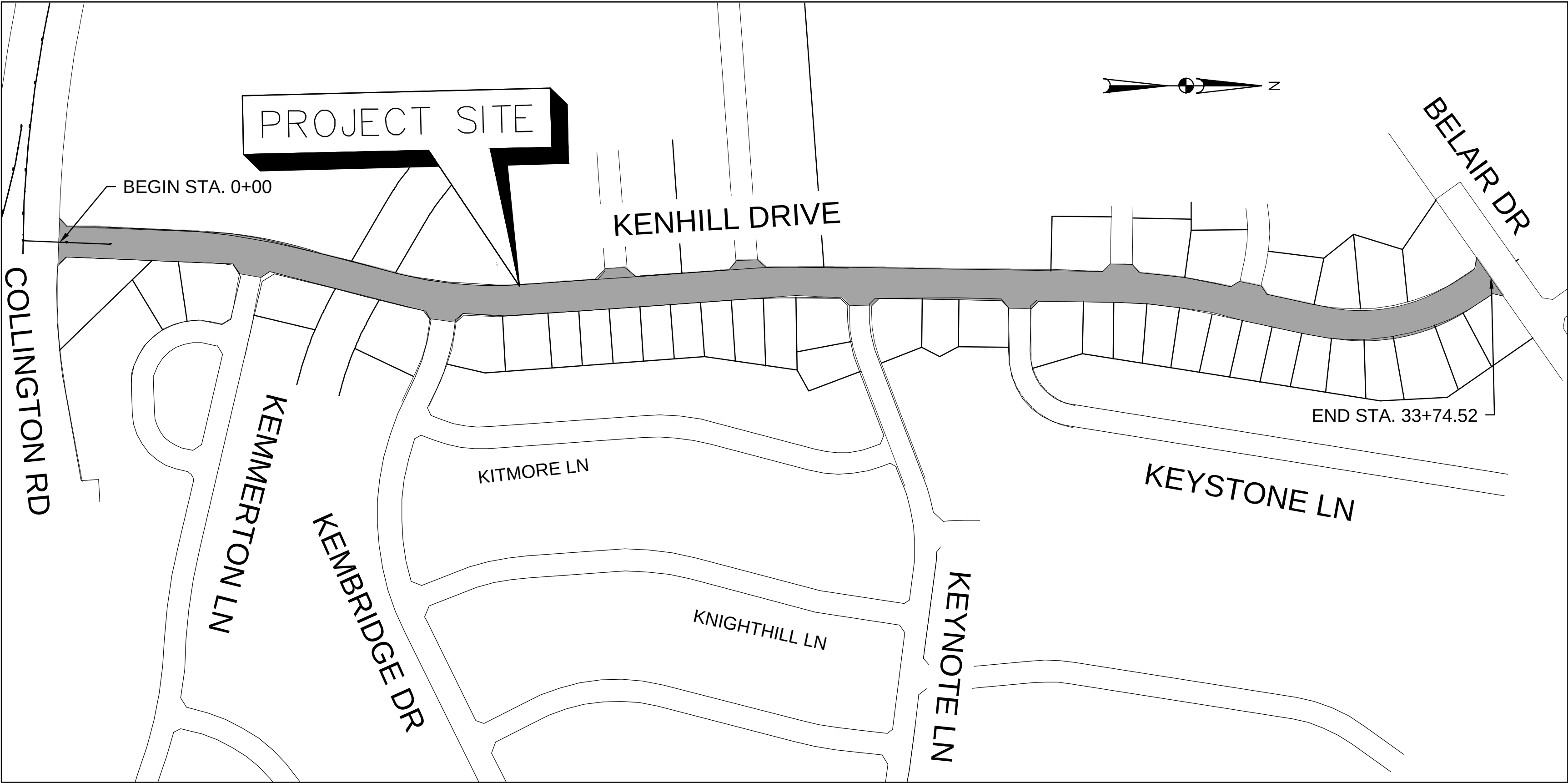
SHEET NO.	DWG. NO.	SHEET DESCRIPTION
1	pGN-T001	TITLE SHEET, INDEX OF SHEETS
2	pGN-N001	GENERAL NOTES
3	pGN-N002	LEGEND & ABBREVIATIONS
4	pGS-P001	GEOMETRY PLAN SHEET
5	pHT-X001	TYPICAL SECTION
6-10	pHD-P001 – pHD-P005	ROADWAY PLAN SHEET
11	pDD-001	STANDARD DETAILS

SURVEY NOTES:

- THE MERIDIAN SOURCE OF THIS TOPOGRAPHIC SURVEY IS BASED ON THE MARYLAND STATE PLANE COORDINATE SYSTEM. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
- ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88).

HORIZONTAL DATUM: NAD 83 (2011)
VERTICAL DATUM: NAVD 88

COMPLETE STREETS DESIGN
KENHILL DRIVE



PROJECT DESCRIPTION: COMPLETE STREET IMPLEMENTATION ON KENHILL DRIVE AND MD 197

THE PROJECT IS TO RE-DESIGN KENHILL DRIVE - (FROM MD 197 TO BELAIR DRIVE). THE SCOPE COMPRISES DEVELOPING DRAWINGS AND SPECIFICATIONS TO APPLY THE CITY'S COMPLETE STREET PROGRAM STANDARDS & DESIGN GUIDE. THE SCOPE INCLUDES BUT IS NOT LIMITED TO STRIPING, TRAFFIC LANE CHANGES, TRAFFIC FLOW CHANGES, PEDESTRIAN CROSSWALKS, SIDEWALKS, SIGNAGE, CURBS & GUTTERS.

OWNER'S / DEVELOPER'S CERTIFICATION

I/ WE HEREBY CERTIFY THAT I/WE HAVE REVIEWED THIS EROSION AND SEDIMENT CONTROL PLAN AND THAT ANY CLEARING, GRADING, DRAINAGE, CONSTRUCTION, AND/OR DEVELOPMENT WILL BE DONE PURSUANT TO THIS APPROVED PLAN, INCLUDING INSPECTING AND MAINTAINING CONTROLS AND THAT ANY RESPONSIBLE PERSONNEL INVOLVED IN THE CONSTRUCTION PROJECT WILL HAVE A CERTIFICATE OF TRAINING AT THE MARYLAND DEPARTMENT OF THE ENVIRONMENT APPROVED TRAINING PROGRAM FOR THE CONTROL OF EROSION AND SEDIMENT BEFORE BEGINNING THE PROJECT. PRINCE GEORGE'S SOIL CONSERVATION DISTRICT AND THE ENFORCEMENT AUTHORITY SHALL HAVE THE RIGHT OF ENTRY FOR PERIODIC ON-SITE EVALUATIONS.

OWNER / DEVELOPER SIGNATURE	DATE
XXXXXXXXXX	ENG. SUPERINTENDENT
PRINTED NAME	TITLE
(301) 809-2341	CITY OF BOWIE
PHONE NUMBER	FIRM
15901 FRED ROBINSON WAY BOWIE, MD 20716	
COMPLETE ADDRESS	

PROFESSIONAL CERTIFICATION

I, _____, hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer under the laws of the State of Maryland.

Signed

License No. XXX Expiration Date: XXX

DATE	NO.	REVISION
CITY OF BOWIE, MARYLAND REVISED PLAN SET		
THE REVISIONS NOTED ARE HEREBY APPROVED AND ARE SUBJECT TO ALL CONDITIONS OF THE ORIGINAL APPROVAL. THE PREVIOUS PLAN APPROVAL PROVIDES FOR THE GENERAL CONFORMANCE WITH THE PROVISIONS OF THE CITY CODE, AND APPROVAL THEREOF DOES NOT RELIEVE THE DEVELOPER OF ANY OTHER REQUIRED PROVISIONS OF THE CODE OR STANDARDS.		
CITY ENGINEER		DATE
PUBLIC WORKS DIRECTOR		DATE
OWNER/DEVELOPER: City of Bowie 15901 Fred Robinson Wy, Bowie, MD 20716		
TAX MAP NO:	5413-B7	SDP NO.:
PARCEL NO.:		ZONED: XX
ELECTION DISTRICT	2B	
PROJECT TITLE: COMPLETE STREETS DESIGN KENHILL DRIVE		
DRAWING TITLE TITLE SHEET, INDEX OF SHEETS		
CONSULTANTS COMPANY SEAL: EBA ENGINEERING, INC. 6100 CHEVY CHASE DRIVE LAUREL, MD. 20707 Tel: (240) 547-11241 Fax: (301) 725-0394 www.ebaengineering.com EBA ENGINEERING		
		CHECKED BY: PK
		DESIGNED BY: PK
		DRAWN BY: AM
		PROJECT NO: 4843
		DATE: 07/07/23
		SCALE: AS SHOWN
		DRAWING NAME: GN-T001
		01 OF 11

BEFORE BEGINNING CONSTRUCTION CONTACT
"MISS UTILITY"
1-800-257-7777
AT LEAST 48 HOURS PRIOR TO BEGINNING WORK

BY:\$USERNAME:\$

GENERAL NOTES

- 1) ALL CONSTRUCTION, STORM DRAINS, AND RELATED STRUCTURES SHALL BE IN ACCORDANCE WITH THE CITY OF BOWIE GENERAL SPECIFICATION FOR HIGHWAY AND STREET CONSTRUCTION AND THE CITY OF BOWIE REQUIREMENTS AS SHOWN IN THESE DRAWINGS.
- 2) CONTRACTOR SHALL PERFORM A CONSTRUCTION STAKEOUT PRIOR TO COMMENCING CONSTRUCTION.
- 3) INFORMATION CONCERNING UNDERGROUND UTILITIES WAS OBTAINED FROM A SITE SURVEY, BUT THE CONTRACTOR MUST DETERMINE THE EXACT LOCATION AND ELEVATION OF ANY UTILITY IN THE WAY OF CONSTRUCTION. IF CLEARANCE TO WATER AND SEWER LINES ARE LESS THAN SHOWN ON THIS PLAN OR TWELVE (12) INCHES, CONTACT THE CITY OF BOWIE DEPARTMENT OF PUBLIC WORKS.
- 4) THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITIES AT LEAST 72 HOURS BEFORE STARTING ANY WORK ON THESE DRAWINGS.

MISS UTILITY AT 1-800-257-7777

VERIZON TELEPHONE SYSTEM

COMCAST CABLE

BG&E

POTOMAC ELECTRIC POWER COMPANY

WASHINGTON GAS LIGHT COMPANY

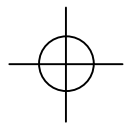
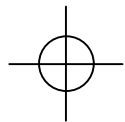
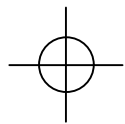
W.S.S.C

THE CITY OF BOWIE CONSTRUCTION ANDINSPECTION DIVISION DEPARTMENT (301) 809-2337

SEE SPECIFICATION FOR PHONE NUMBERS
- 5) THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT THE EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICES. ANY DAMAGE INCURRED DUE TO CONTRACTOR’S OPERATION SHALL BE REPAIRED IMMEDIATELY AT THE CONTRACTOR’S EXPENSE.
- 6) POSITIVE DRAINAGE SHALL BE MAINTAINED AT ALL INTERSECTIONS AND SHALL BE PROVIDED WHERE GRADING IS REQUIRED. TIE IN ELEVATIONS SHOWN ARE APPROXIMATE AND BASED ON AVAILABLE SURVEY INFORMATION. CONTRACTOR SHOULD VERIFY TIE IN ELEVATIONS AND MAKE ADJUSTMENTS AS NECESSARY, ONCE APPROVED BY THE CITY ENGINEER.
- 7) ALL UNPAVED AREAS WITHIN THE RIGHT-OF-WAY SHALL BE SODDED, IF GRASS AREAS ARE NOT ALREADY PRESENT.
- 8) ALL CURB AND GUTTERS SHALL BE IN ACCORDANCE WITH THE CITY OF BOWIE REQUIREMENTS AS SHOWN ON THESE DRAWING DETAILS.
- 9) ALL SIDEWALKS SHALL BE IN ACCORDANCE WITH THE CITY OF BOWIE REQUIREMENTS AND IN ACCORDANCE WITH THE LATEST REVISION TO THE AMERICAN DISABILITIES ACT (ADA).
- 10) PROVIDE SIDEWALK RAMPS AT LOCATIONS SHOWN ON THE PLANS IN ACCORDANCE WITH ADA.
- 11) THE PAVEMENT SUBGRADE IS TO BE APPROVED BY THE CITY OF BOWIE INSPECTOR PRIOR TO INSTALLATION OF BASE COURSE.
- 12) PRIOR TO STARTING ANY WORK SHOWN ON THIS PLAN, THE PERMITTEE SHALL ARRANGE A PRE-CONSTRUCTION MEETING WITH THE CITY OF BOWIE CONSTRUCTION AND INSPECTION DIVISION AT (301) 809-2337.
- 13) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ARRANGE FOR ANY NECESSARY RELOCATION OF UTILITIES WITH THE PROPER AGENCIES.
- 14) NO WORK IN THE PUBLIC RIGHT OF WAY SHALL BE DONE UNLESS ALL THE REQUIRED PERMITS ARE OBTAINED.
- 15) ALL UNSUITABLE MATERIAL MUST BE REMOVED AND REPLACED WITH SELECT BORROW MATERIAL TO A DEPTH AS DIRECTED BY THE CITY OF BOWIE ENGINEER OR INSPECTOR.
- 16) ALL HMA SUPERPAVE SURFACE COURSE SHALL BE PLACED IMMEDIATELY AFTER THE BASE COURSE IS PLACED.
- 17) ALL TREES/SHRUBS LOCATED WITHIN THE WORK AREA THAT ARE TO REMAIN SHALL BE PROTECTED WITH PLASTIC MESH (BLAZE ORANGE) SAFETY FENCE.
- 18) ADEQUATE VEHICLE AND PEDESTRIAN ACCESS MUST BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL PROVIDE THE APPROPRIATE PROTECTIONS INCLUDING WORK AREA SIGNS, TEMPORARY DIRECTIONAL SIGNS, AND FLAGMEN.
- 19) CONTRACTOR MUST COORDINATE WITH THE CITY OF BOWIE DEPARTMENT OF PUBLIC WORKS CONSTRUCTION AND INSPECTION DIVISION FOR STOCK PILING AREAS AND METHOD OF PERFORMING CONSTRUCTION THAT IS MOST FEASIBLE AND LEAST DISRUPTIVE TO THE RESIDENTS OF THE STREET.
- 20) CONTRACTOR TO OBTAIN FROM THE CITY OF BOWIE DEPARTMENT OF PUBLIC WORKS THE NECESSARY EASEMENTS TO ENGAGE IN ANY PROPOSED WORK THAT ENCROACHES ONTO THE RESIDENTS’ PROPERTIES.
- 21) CONTRACTOR TO PROVIDE SMOOTH PAVEMENT TRANSITIONS AT ALL PAVEMENT INTERSECTIONS BY NOTCHING OF THE EXISTING PAVEMENT, TO ACCEPT NEW PAVEMENT/OVERLAY.
- 22) FOR TYPES OF STRUCTURES REFER TO THE STANDARD STORM DRAINAGE AND ROAD DETAILS OF THE CITY OF BOWIE UNLESS OTHERWISE NOTED AND SHOWN IN THE DRAWINGS.
- 23) INSTALLATION OF TRAFFIC CONTROL DEVICES, MARKINGS, AND SIGNS SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, 2009 EDITION.
- 24) CONTRACTOR SHALL PROVIDE AND INSTALL DEWATERING EQUIPMENT SUCH AS SUMP PITS, PUMPS, PIPING, DIVERSIONS, ETC. AND PERFORM DEWATERING AS NECESSARY TO PROVIDE SUITABLE CONDITIONS TO PERFORM AND COMPLETE THE PROJECT WORK.
- 25) ALL TREES/SHRUBS WITHIN LIMITS OF DISTURBANCE SHALL BE REMOVED IF NECESSARY TO ACCOMMODATE FOR PROPOSED WORK.
- 26) ALL SIGN PANELS AND POSTS IN THE WAY OF CONSTRUCTION SHALL BE REMOVED AND REINSTALLED. ANY NEW TYPE OF SIGN PANEL AND POST PROPOSED BY THE CITY OF BOWIE SHALL BE PAID FOR SEPARATELY.

- 27) THE REMOVAL AND REINSTALLATION OF EXISTING SIGN STRUCTURES AND MAILBOXES (OTHER THAN BRICK) SHALL BE PAID FOR UNDER THE ITEM FOR CLEARING AND GRUBBING. THE REINSTALLATION OF MAILBOXES SHALL BE IN ACCORDANCE WITH THE CITY OF BOWIE STANDARDS.
- 28) CONTRACTOR SHALL PROVIDE INLET PROTECTION AS STATED IN THE CONTRACT SPECIFICATIONS, AND SHALL MAINTAIN SUCH PROTECTION THROUGHOUT THE DURATION OF THE CONSTRUCTION. SEE SEDIMENT AND EROSION CONTROL DETAILS AND NOTES.
- 29) THE MERIDIAN SOURCE OF OF THIS TOPOGRAPHIC SURVEY IS BASED ON THE MARYLAND STATE PLANE COORDINATE SYSTEM (NAD83 [2011]). ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
- 30) ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88).
- 31) HORIZONTAL AND VERTICAL CONTROL IS REFERANCED TO THE CARON EAST NETWORK GPS REFERANCE STATIONS. NO LOCAL MONUMENTATION FOR WSSC, PRINCE GEORGE’S COUNTY, OR NGS STATIONS FOR THE STATE OF MARYLAND WERE REFERENCED TO THIS SURVEY.
- 32) THE LOCATION OF UNDERGROUND UTILITIES ARE BASED ON ABOVE-GROUND FIELD OBSERVATIONS. ALL UNDERGROUND ITEMS ARE TO BE CONSIDERED APPROXIMATE LOCATIONS ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY LOCATIONS OF THESE ITEMS PRIOR TO CONSTRUCTION. CONTACT "MISS UTILITY" 48 HOURS PRIOR TO ANY GROUND DISTURBING ACTIVITIES.

DATE	NO.	REVISION
CITY OF BOWIE, MARYLAND REVISED PLAN SET		
THE REVISIONS NOTED ARE HEREBY APPROVED AND ARE SUBJECT TO ALL CONDITIONS OF THE ORIGINAL APPROVAL. THE PREVIOUS PLAN APPROVAL PROVIDES FOR THE GENERAL CONFORMANCE WITH THE PROVISIONS OF THE CITY CODE, AND APPROVAL THEREOF DOES NOT RELIEVE THE DEVELOPER OF ANY OTHER REQUIRED PROVISIONS OF THE CODE OR STANDARDS.		
CITY ENGINEER		DATE
PUBLIC WORKS DIRECTOR		DATE
OWNER/DEVELOPER: City of Bowie 15901 Fred Robinson Wy, Bowie, MD 20716		
TAX MAP NO:	5413-B7	SDP NO.:
PARCEL NO.:	ZONED: XX	
ELECTION DISTRICT	2B	
PROJECT TITLE: COMPLETE STREETS DESIGN KENHILL DRIVE		
DRAWING TITLE GENERAL NOTES		
CONSULTANTS COMPANY SEAL: EBA ENGINEERING, INC. 6100 CHEVY CHASE DRIVE LAUREL, MD. 20707 Tel: (240) 547-11241 Fax: (301) 725-0394 www.ebaengineering.com		
	CHECKED BY:	PK
	DESIGNED BY:	PK
	DRAWN BY:	AM
	PROJECT NO:	4843
	DATE:	07/07/23
	SCALE:	AS SHOWN
DRAWING NAME:		GN-N001
		02 OF 11



BY: \$USER\$

ABBREVIATIONS

AC	ACRE	NTS	NOT TO SCALE
AGIP	AT GRADE INLET PROTECTION	OC	ON CENTER
APPROX	APPROXIMATELY	OD	OUTER DIAMETER
BLDG.	BUILDING	PC	POINT OF CURVATURE
C	COMMUNICATION	PH	POST HYDRANT
C&E	COMMUNICATION AND ELECTRICAL	PI	POINT OF INTERSECTION
C.L.	CENTER LINE	PR	PROPOSED
CL	CLASS	PSI	POUNDS PER SQUARE INCH
CMP	CORRUGATED METAL PIPE	PT	POINT OF TANGENCY
CO	CLEANOUT	PVC	POLYVINYL CHLORIDE
COM	COMMUNICATION	R	RADIUS
CONC	CONCRETE	R&C	REBAR&CAP
CONST	CONSTRUCTION	RCP,RCCP	REINFORCED CONCRETE CIRCULAR PIPE
DIA	DIAMETER	RCEP	REINFORCED CONCRETE ELLIPTICAL PIPE
E	EAST	RT	RIGHT
E	ELECTRICAL	RIM	RIM ELEVATION
EL	ELEVATION	S	SOUTH
ELEC	ELECTRIC, ELECTRICAL	SAN	SANITARY SEWER
EX	EXISTING	SCE	STABILIZED CONSTRUCTION ENTRANCE
EXP	EXPANSION	SD	STORM DRAIN
FF	FINISHED FLOOR	SF	SILT FENCE,SQUARE FEET
FH	FIRE HYDRANT	SHT	SHT
FT	FEET	SPEC	SPECIFICATION
G	GAS	SSF	SUPER SILT FENCE
GA	GAUGE,GAGE	STA	STATION
GAL	GALVANIZED	TP	TERRACOTA PIPE
GV	GATE VALVE	TP	TESTPIT
HB	HORIZONTAL BEND	TR	TRAVERSE
HOR	HORIZONTAL	TYP	TYPICAL
I	INLET	UNO	UNLESS NOTED OTHERWISE
INV	INVERT	VERT	VERTICAL
JT	JOINT	W	WATER,WEST
LOD	LIMIT OF DISTURBANCE	WV	WATER VALVE
MAX	MAXIMUM	WWF	WELDED WIRE FABRIC
MH	MANHOLE	WHC	WATER HOUSE CONNECTION
MIN	MINIMUM		
N	NORTH		
NIC	NOT IN CONTRACT		
NO	NUMBER		

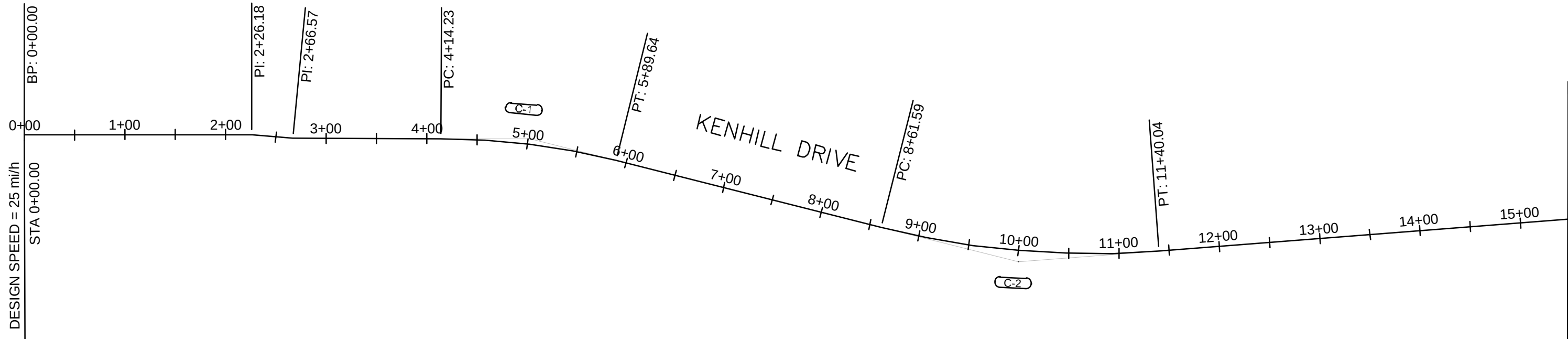
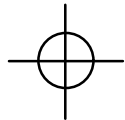
LEGEND

	CLEAN OUT
	SEWER MANHOLE
	STORM DRAIN MANHOLE
	WATER MANHOLE
	UTILITY MANHOLE
	ELECTRIC MANHOLE
	UTILITY POLE
	GUY WIRE
	LIGHT
	ELECTRIC BOX
	UTILITY BOX
	TELECOM BOX
	CABLE BOX
	STORM DRAIN GRATE
	SIGN
	WATER VALVE
	GAS VALVE
	FIRE HYDRANT
	WATER METER
	ELECTRIC METER
	MAILBOX

SIGNING AND MARKING LEGEND

EXISTING SIGN TO BE REMOVED	X
EXISTING SIGN TO BE RELOCATED	
PROPOSED SIGN	
DIRECTION OF TRAFFIC	
PAVEMENT ARROW	
PROPOSED SIDEWALK	
5 INCH DOUBLE YELLOW THERMOPLASTIC PAVEMENT MARKING	
5 INCH WHITE THERMOPLASTIC PAVEMENT MARKING	
24 INCH WHITE THERMOPLASTIC PAVEMENT MARKING	
10 INCH WHITE THERMOPLASTIC PAVEMENT MARKING	
12 INCH WHITE THERMOPLASTIC PAVEMENT MARKING	

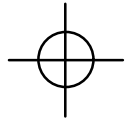
DATE	NO.	REVISION
CITY OF BOWIE, MARYLAND REVISED PLAN SET		
THE REVISIONS NOTED ARE HEREBY APPROVED AND ARE SUBJECT TO ALL CONDITIONS OF THE ORIGINAL APPROVAL. THE PREVIOUS PLAN APPROVAL PROVIDES FOR THE GENERAL CONFORMANCE WITH THE PROVISIONS OF THE CITY CODE, AND APPROVAL THEREOF DOES NOT RELIEVE THE DEVELOPER OF ANY OTHER REQUIRED PROVISIONS OF THE CODE OR STANDARDS.		
CITY ENGINEER		DATE
PUBLIC WORKS DIRECTOR		DATE
OWNER/DEVELOPER: City of Bowie 15901 Fred Robinson Wy, Bowie, MD 20716		
TAX MAP NO:	5413-B7	SDP NO.:
PARCEL NO.:		ZONED: XX
ELECTION DISTRICT	2B	
PROJECT TITLE: KENHILL DRIVE AND MD 197		
DRAWING TITLE ABBREVIATIONS AND LEGEND		
CONSULTANTS COMPANY SEAL: EBA ENGINEERING, INC. 6100 CHEVY CHASE DRIVE LAUREL, MD. 20707 Tel: (240) 547-11241 Fax: (301) 725-0394 www.ebaengineering.com		
		CHECKED BY: PK
		DESIGNED BY: PK
		DRAWN BY: AM
		PROJECT NO: 4843
		DATE: 07/07/2023
		SCALE: AS SHOWN
		DRAWING NAME: GS-P001
		03 OF 11



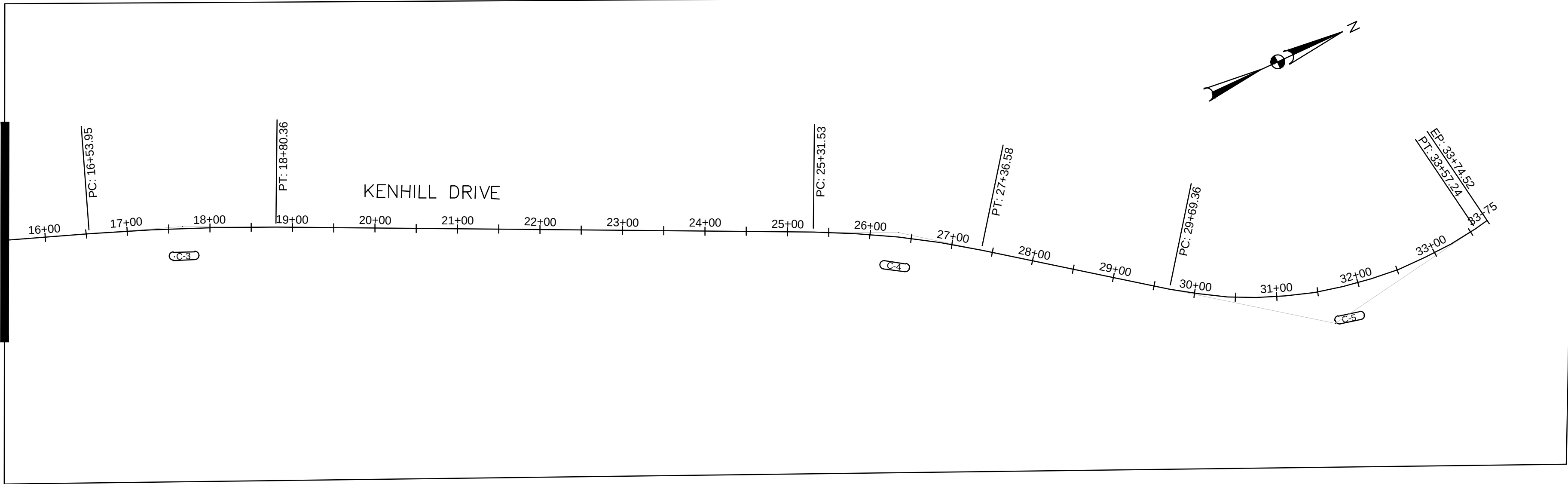
MATCH LINE
STA 15+50 SEE
THIS SHEET

CURVE DATA — KENHILL DR								
CURVE NO.	DELTA	CHORD DIRECTION	RADIUS	TANGENT	LENGTH	EXTERNAL	CENTER CURVE	
							NORTHING	EASTING
C-1	14°04'34"(RT)	N42° 43' 22"E	714.17'	88.15	175.11'	5.42'	469721.998	1385674.0144
C-2	18°35'14"(LT)	N40° 28' 03"E	858.35'	140.46'	278.46'	11.41'	471098.0516	1388104.5123
C-3	4°57'32"(RT)	N33° 39'	2,616.07'	113.28'	226.28'	0.80'	469739.2585	1386596.8486
C-4	11°11'22"(RT)	N41° 43' 39"E	1050.31	102.88'	205.11'	5.02'	471188.4120	1387223.8631
C-5	45°43'41"(LT)	N24° 27' 29.24"E	486.2	205.03'	388.056'	41.44'	472475.7442	1386353.3240

BASELINE CONTROL COORDINATES — KENHILL DR					
POINT	NORTHING	EASTING	STATION	BEARING AH	LENGTH
BEGIN	469804.1470	1384849.8819	0+00		
L-1	469988.3235	1384981.1760	2+26.18	N35° 29' 02"E	226.18'
L-2	470018.6770	1385007.8187	2+66.57	N41° 16' 30"E	40.39'
L-3	470138.5924	1385093.9386	4+14.21	N35° 41' 06"E	147.64'
L-4	470442.8212	1385420.2515	8+61.59	N49° 45' 39"E	271.92'
L-5	471093.4308	1385866.1958	16+53.94	N31° 10' 26"E	513.90'
L-6	471807.7354	1386,375.5762	25+31.50	N36° 07' 58"E	651.13'
L-7	472118.2847	1386682.9231	29+69.26	N47° 19' 20"E	232.65'
L-8	472479.4032	1386839.8371	33+74.51	N1° 35' 39"E	17.19'

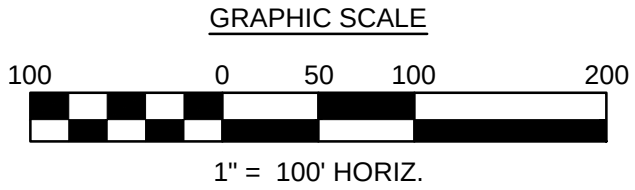


MATCH LINE
STA 15+50 SEE
THIS SHEET



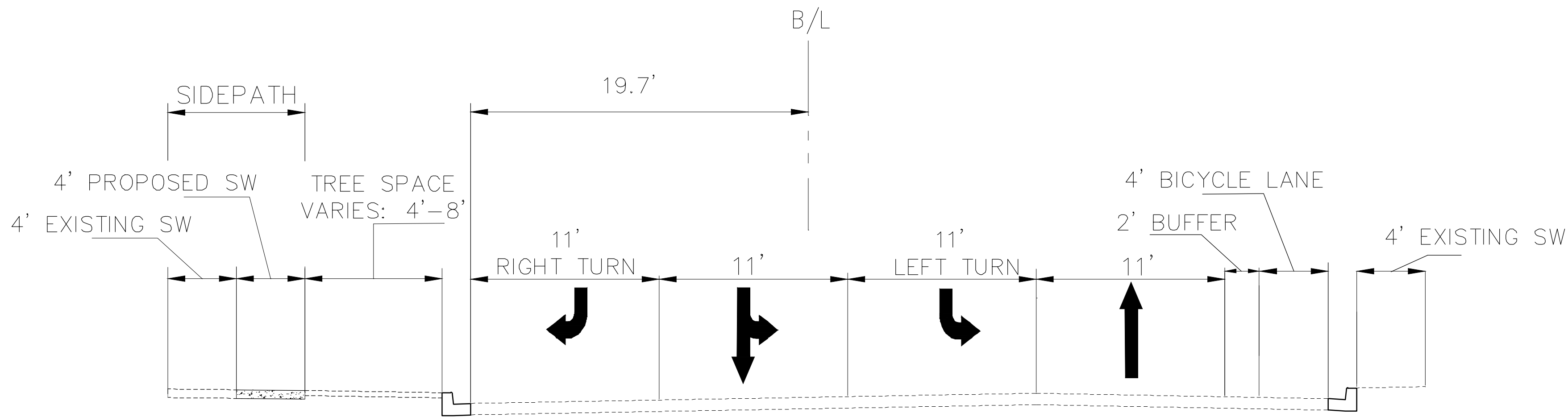
BENCHMARK CHART				
POINT NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
651	469842.2028	1384819.5591	145.94	REBAR AND CAP SET
652	470183.8293	1385092.5280	136.16	REBAR AND CAP SET
653	470481.3050	1385494.7697	135.46	REBAR AND CAP SET
654	470898.4650	1385722.6914	139.19	REBAR AND CAP SET
655	471291.3545	1385971.8757	148.56	REBAR AND CAP SET
656	471636.5170	1386277.9240	164.27	REBAR AND CAP SET
657	471963.5848	1386483.9137	161.43	REBAR AND CAP SET
662	472183.1575	1386769.1387	152.98	REBAR AND CAP SET
663	472568.4097	1386836.5660	139.82	REBAR AND CAP SET

SCALE: 1"=100'

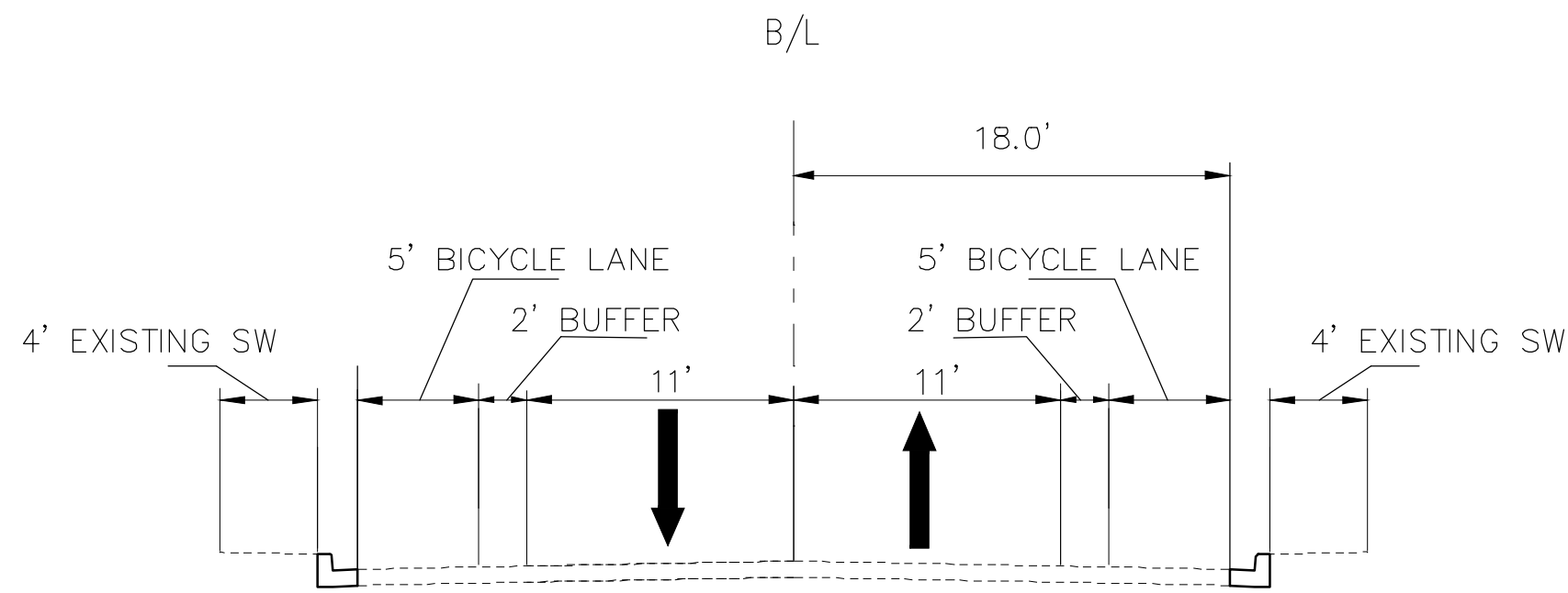


BY: \$USER\$

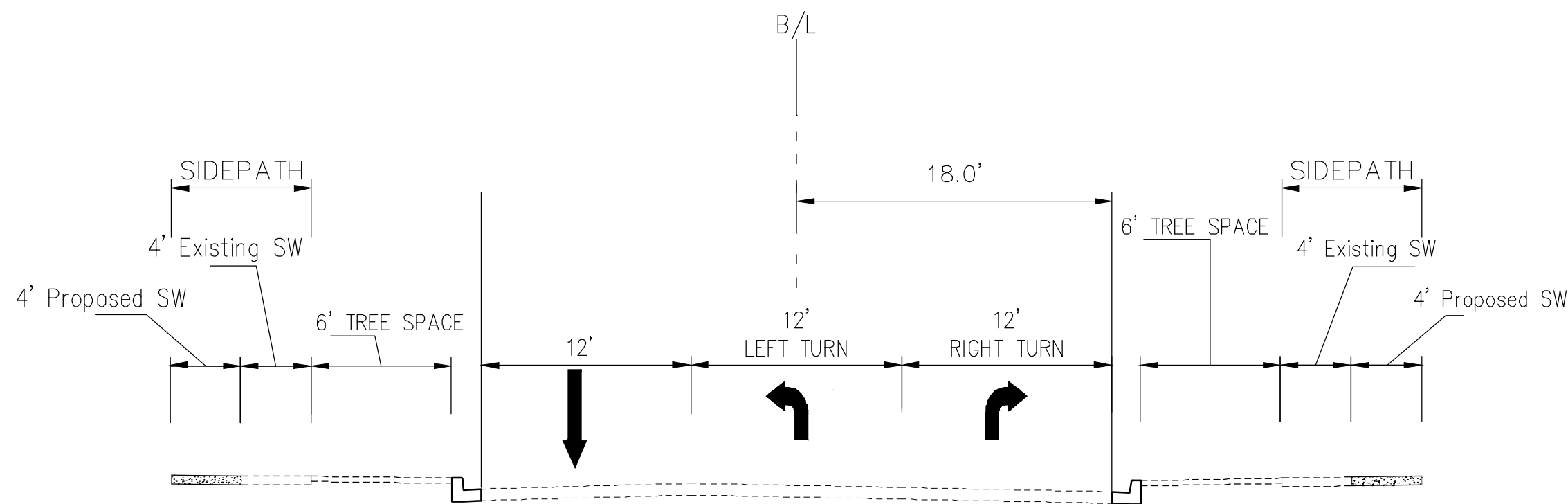
DATE	NO.	REVISION
CITY OF BOWIE, MARYLAND REVISED PLAN SET		
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CITY ENGINEER		DATE
PUBLIC WORKS DIRECTOR		DATE
OWNER/DEVELOPER: City of Bowie 15901 Fred Robinson Wy, Bowie, MD 20716		
TAX MAP NO:	5413-B7	SDP NO.:
PARCEL NO.:		ZONED: XX
ELECTION DISTRICT 2B		
PROJECT TITLE: KENHILL DRIVE AND MD 197		
DRAWING TITLE GEOMETRY PLAN SHEET		
CONSULTANTS COMPANY SEAL: EBA ENGINEERING, INC. 6100 CHEVY CHASE DRIVE LAUREL, MD, 20707 Tel: (240) 547-11241 Fax: (301) 725-0394 www.ebaengineering.com		
		CHECKED BY: PK
		DESIGNED BY: PK
		DRAWN BY: AM
		PROJECT NO: 4843
		DATE: 07/07/2023
		SCALE: AS SHOWN
		DRAWING NAME: GS-P001
		04 OF 11



TYPICAL SECTION
STATION 0+50 TO 3+00



TYPICAL SECTION
STATION 4+25 TO 33+25



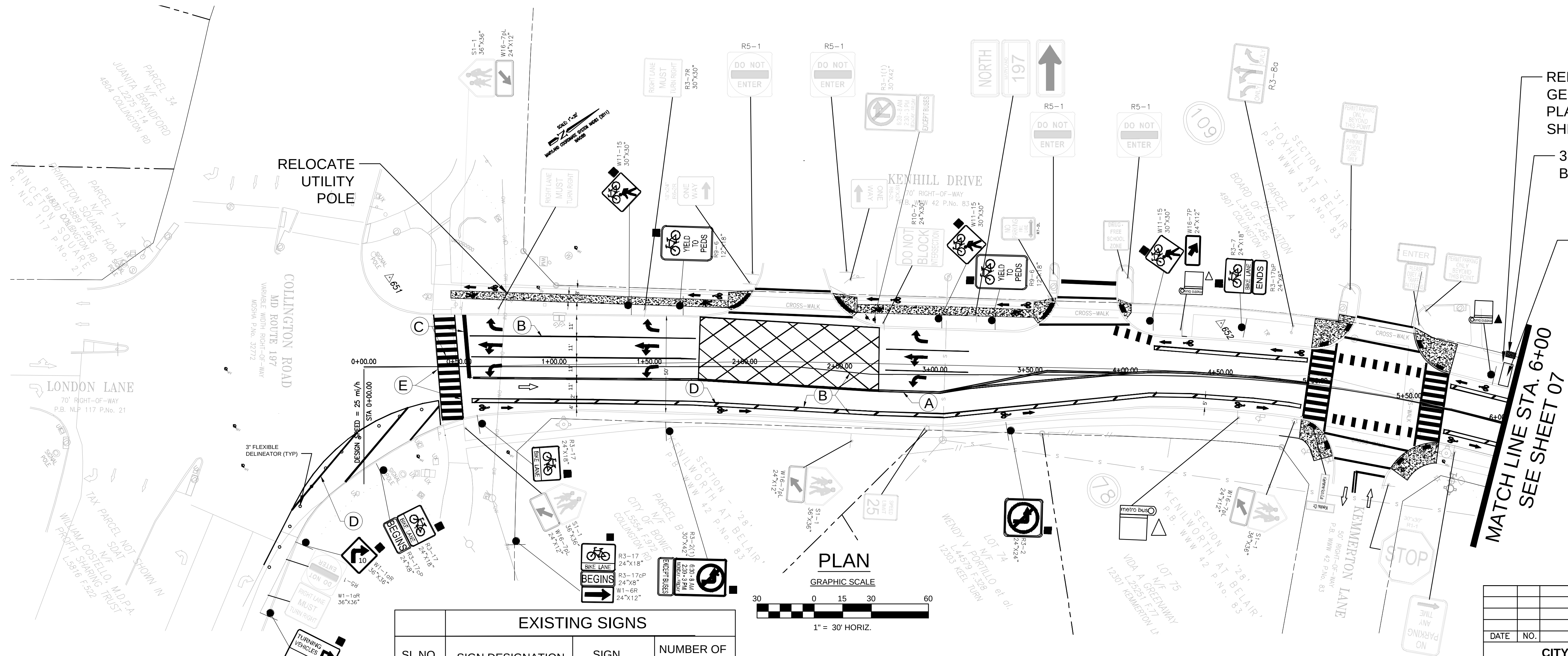
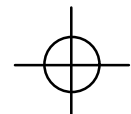
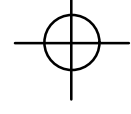
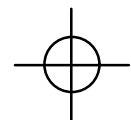
TYPICAL SECTION
STATION 33+25 TO 34+00

NOTE:

MATCH PROPOSED SIDEWALK CROSS-SLOPE WITH
THE EXISTING.

DATE	NO.	REVISION
CITY OF BOWIE, MARYLAND REVISED PLAN SET		
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CITY ENGINEER		DATE
PUBLIC WORKS DIRECTOR		DATE
OWNER/DEVELOPER: City of Bowie 15901 Fred Robinson Wy, Bowie, MD 20716		
TAX MAP NO:	5413-B7	SDP NO.:
PARCEL NO.:		ZONED: XX
ELECTION DISTRICT	2B	
PROJECT TITLE: COMPLETE STREETS DESIGN KENHILL DRIVE		
DRAWING TITLE ROADWAY TYPICAL SECTION		
CONSULTANTS COMPANY SEAL: EBA ENGINEERING, INC. 6100 CHEVY CHASE DRIVE LAUREL, MD, 20707 Tel: (240) 547-11241 Fax: (301) 725-0394 www.ebaengineering.com		
EBA ENGINEERING		CHECKED BY: PK
		DESIGNED BY: PK
		DRAWN BY: AM
		PROJECT NO: 4843
		DATE: 07/07/2023
		SCALE: 1" = 5'
		DRAWING NAME: pHT-011
		05 OF 11

BY: \$USER\$



EXISTING SIGNS			
SI. NO.	SIGN DESIGNATION	SIGN	NUMBER OF SIGNS
1	R3-7L		2
2	R5-1		3
3	S1-1		4
4	W16-7pL		4
5	R10-7		1
6	R2-5B		1
7	R1-1		1
8	R7-1D		1
9	R7-2L		1
10	R11- 4(MOD)		3
11	R2-1(2)		1
12	R3-17cP(1)		1
13	R3-(MOD)		1
14	R-7 MOD 12" X18"		1
15	R3-8a		1
16	R6-2R		2
17	R7-2L		1
18	M3-1		1
19	R3-2(1)		1
20	M4-07		1

PROPOSED SIGNS			
SI. NO.	SIGN DESIGNATION	SIGN	NUMBER OF SIGNS
1	R-10-15RMOD 36" X30"		1
2	W1-1aR 36" X30"		1
3	R3-17 24" X18"		4
4	R3-17cP 24" X18"		2
5	W1-6R 24" X12"		1
6	R3-2(1) 30" X42"		1
7	M4-07 24" X8"		1
8	R9-6 12" X18"		1
9	R3-2 24" X24"		1
10	W11-15 30" X30"		3
11	W16-7p 24" X12"		1
12	R03-17bP 24" X 8"		1

SIGNS TO BE RELOCATED			
SI. NO.	SIGN DESIGNATION	SIGN	NUMBER OF SIGNS
1	METRO BUS		2

REFER TO PRINCE GEORGES COUNTY PLANS FOR BUS SHELTER DETAILS

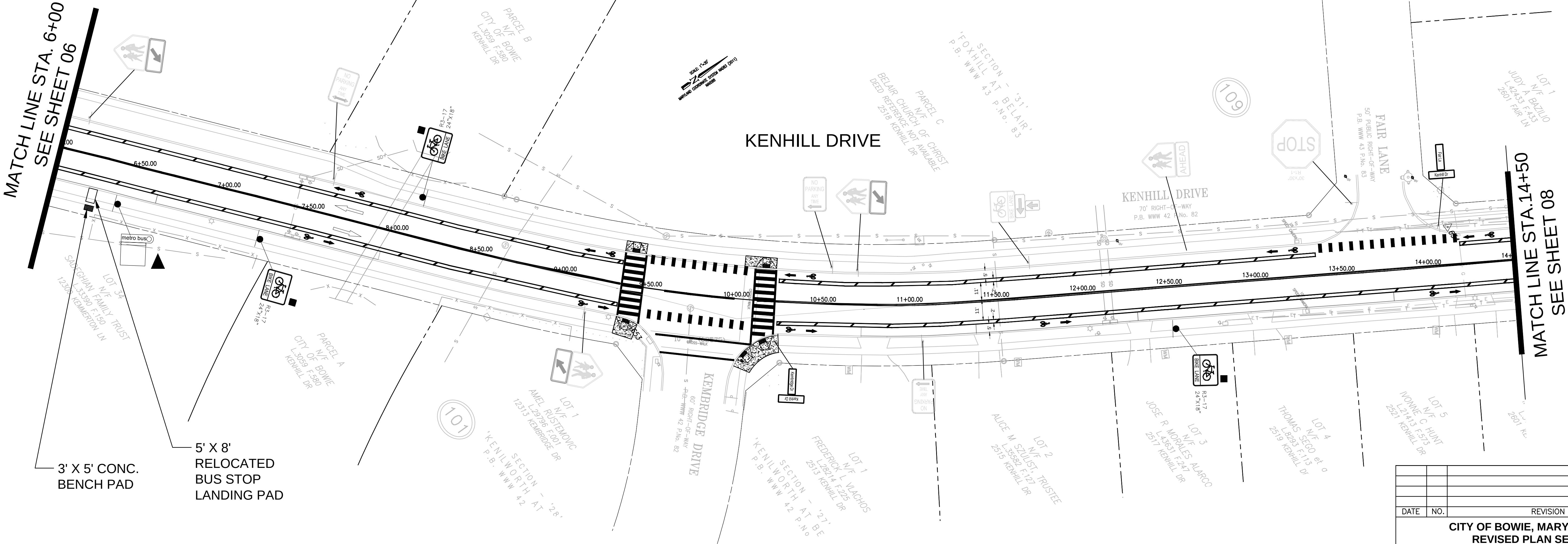
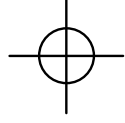
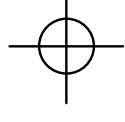
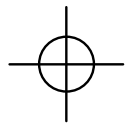
3' X 5' CONC. BENCH PAD

5' X 12' RELOCATED BUS STOP LANDING PAD

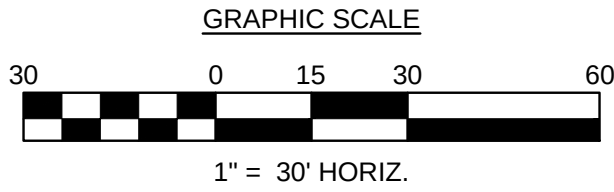
MATCH LINE STA. 6+00
SEE SHEET 07

DATE	NO.	REVISION	
CITY OF BOWIE, MARYLAND REVISED PLAN SET			
THE REVISIONS NOTED ARE HEREBY APPROVED AND ARE SUBJECT TO ALL CONDITIONS OF THE ORIGINAL APPROVAL. THE PREVIOUS PLAN APPROVAL PROVIDES FOR THE GENERAL CONFORMANCE WITH THE PROVISIONS OF THE CITY CODE, AND APPROVAL THEREOF DOES NOT RELIEVE THE DEVELOPER OF ANY OTHER REQUIRED PROVISIONS OF THE CODE OR STANDARDS.			
CITY ENGINEER		DATE	
PUBLIC WORKS DIRECTOR		DATE	
OWNER/DEVELOPER:			
City of Bowie 15901 Fred Robinson Wy, Bowie, MD 20716			
TAX MAP NO: 5413-B7		SDP NO.:	
PARCEL NO.:		ZONED: XX	
ELECTION DISTRICT 2B			
PROJECT TITLE: COMPLETE STREETS DESIGN KENHILL DRIVE			
DRAWING TITLE ROADWAY PLAN			
CONSULTANTS COMPANY SEAL:			
		EBA ENGINEERING, INC. 6100 CHEVY CHASE DRIVE LAUREL, MD. 20707 Tel: (240) 547-11241 Fax: (301) 725-0394 www.ebaengineering.com	
		CHECKED BY: PK	
		DESIGNED BY: PK	
		DRAWN BY: AM	
		PROJECT NO: 4843	
		DATE: 07/07/2023	
		SCALE: 1" = 30'	
		DRAWING NAME: pHD-P001	
		06. OF 11	

BY: \$USER\$



PLAN



EXISTING SIGNS			
SI .NO.	SIGN DESIGNATION	SIGN	NUMBER OF SIGNS
1	S1-1		4
2	W16-7pL		4
3	R1-1		1
4	R7-2L		2
5	R6-2L		2
6	R03-17		1
7	W01-06R		1
8	M6-1 21" X 15"		1

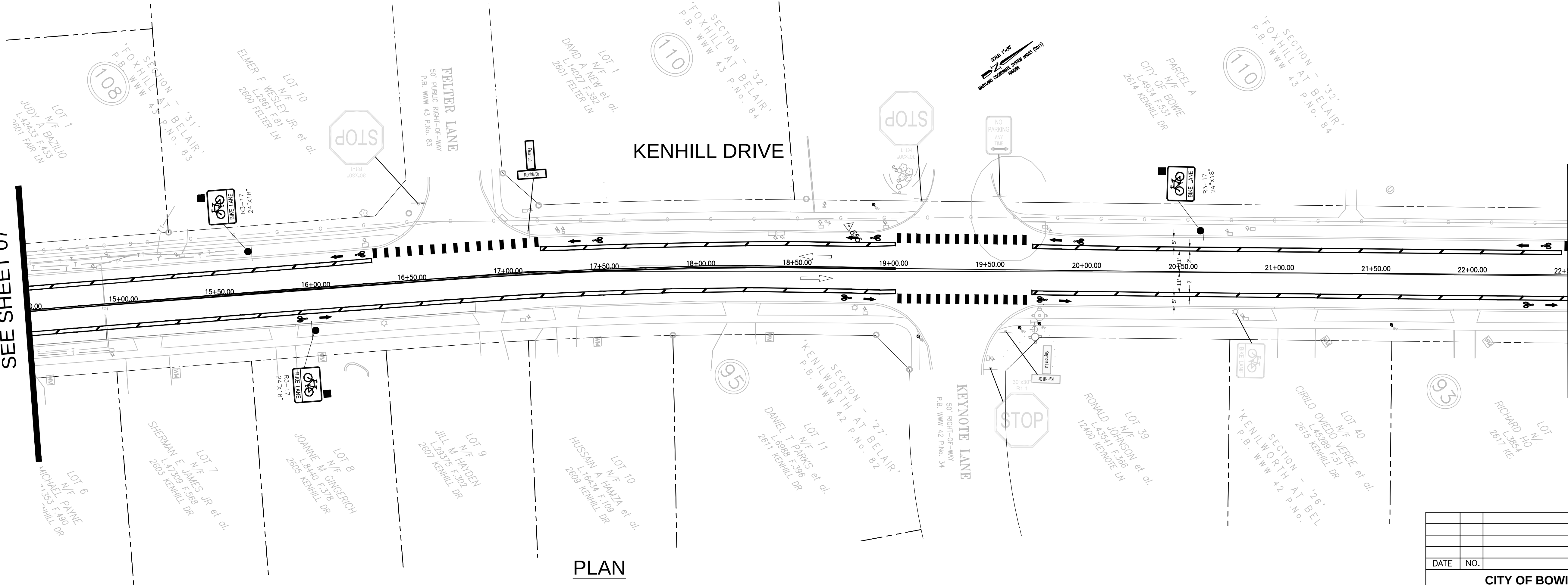
PROPOSED SIGNS			
SI .NO.	SIGN DESIGNATION	SIGN	NUMBER OF SIGNS
1	R3-17 24" X18"		3

DATE		NO.		REVISION	
CITY OF BOWIE, MARYLAND REVISED PLAN SET					
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CITY ENGINEER		DATE			
PUBLIC WORKS DIRECTOR		DATE			
OWNER/DEVELOPER: City of Bowie 15901 Fred Robinson Wy, Bowie, MD 20716					
TAX MAP NO:		5413-B7		SDP NO.:	
PARCEL NO.:				ZONED: XX	
ELECTION DISTRICT		2B			
PROJECT TITLE: COMPLETE STREETS DESIGN KENHILL DRIVE					
DRAWING TITLE ROADWAY PLAN					
CONSULTANTS COMPANY SEAL: EBA ENGINEERING, INC. 6100 CHEVY CHASE DRIVE LAUREL, MD. 20707 Tel: (240) 547-11241 Fax: (301) 725-0394 www.ebaengineering.com					
		CHECKED BY: PK DESIGNED BY: PK DRAWN BY: AM PROJECT NO: 4843 DATE: 07/07/2023 SCALE: 1" = 30' DRAWING NAME: pHD-P002 07 OF 11			

BY:\$USER\$NAME\$

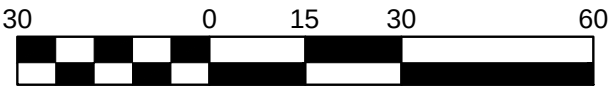
MATCH LINE STA. 14+50
SEE SHEET 07

MATCH LINE STA. 22+00
SEE SHEET 09



PLAN

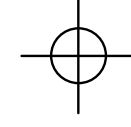
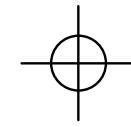
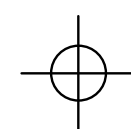
GRAPHIC SCALE



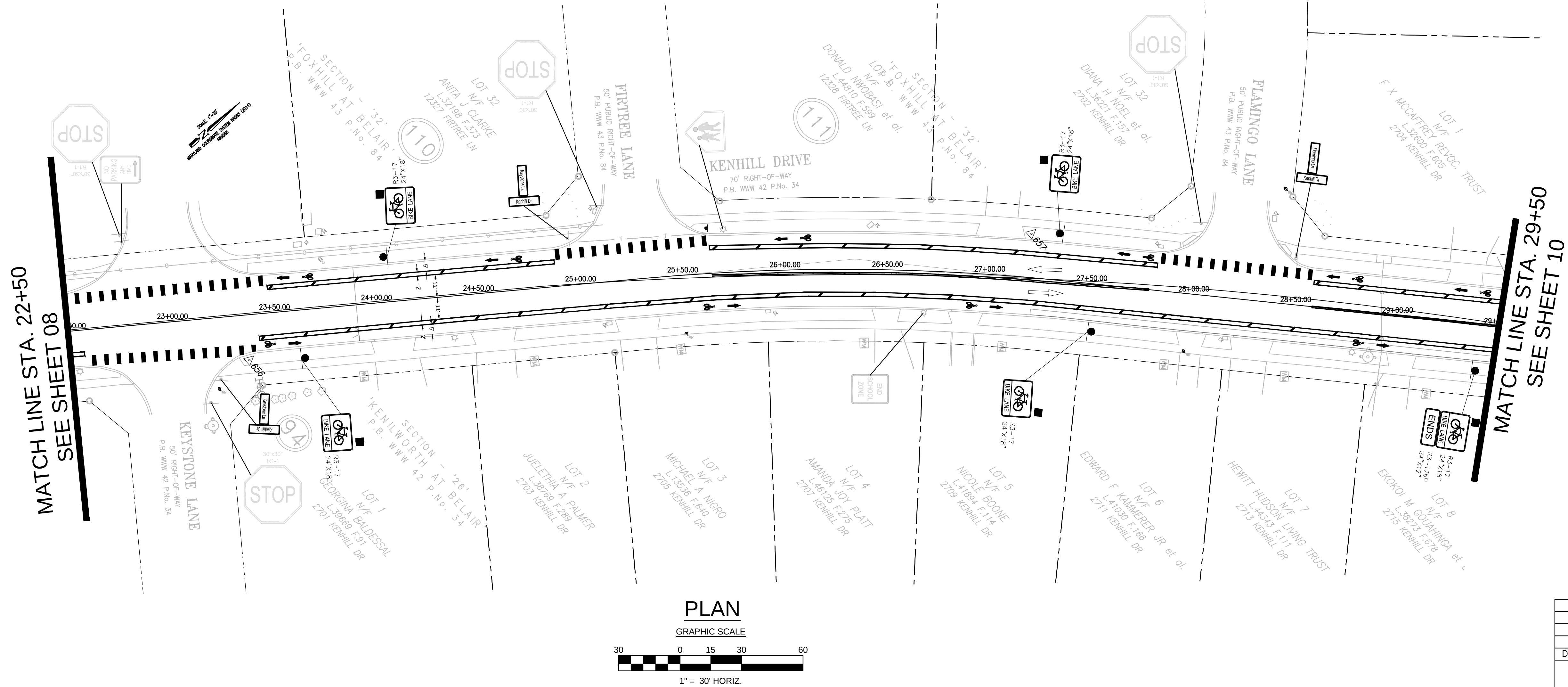
EXISTING SIGNS			
SI. NO.	SIGN DESIGNATION	SIGN	NUMBER OF SIGNS
1	R1-1		3
2	R7-2L		1
3	R3-17 24" X18"		1

PROPOSED SIGNS			
SI. NO.	SIGN DESIGNATION	SIGN	NUMBER OF SIGNS
1	R3-17 24" X18"		3

DATE		NO.		REVISION	
CITY OF BOWIE, MARYLAND REVISED PLAN SET					
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CITY ENGINEER			DATE		
PUBLIC WORKS DIRECTOR			DATE		
OWNER/DEVELOPER:					
City of Bowie 15901 Fred Robinson Wy, Bowie, MD 20716					
TAX MAP NO:		5413-B7		SDP NO.:	
PARCEL NO.:		ZONED: XX			
ELECTION DISTRICT 2B					
PROJECT TITLE:		COMPLETE STREETS DESIGN KENHILL DRIVE			
DRAWING TITLE		ROADWAY PLAN			
CONSULTANTS COMPANY SEAL:					
		EBA ENGINEERING, INC. 6100 CHEVY CHASE DRIVE LAUREL, MD. 20707 Tel: (240) 547-11241 Fax: (301) 725-0394 www.ebaengineering.com			
		CHECKED BY: PK			
		DESIGNED BY: PK			
		DRAWN BY: AM			
		PROJECT NO: 4843			
		DATE: 07/07/2023			
		SCALE: 1" = 30'			
		DRAWING NAME: pHD-P003			
		08 OF 11			



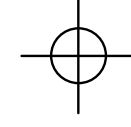
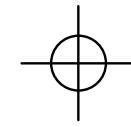
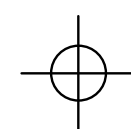
BY: \$USER\$



EXISTING SIGNS			
SI. NO.	SIGN DESIGNATION	SIGN	NUMBER OF SIGNS
1	S1-1		1
2	R1-1		4
3	R6-2L		1
4	S5-2		1

PROPOSED SIGNS			
SI. NO.	SIGN DESIGNATION	SIGN	NUMBER OF SIGNS
1	R3-17 24" X18"		5
2	R03-17bP 24" X12"		1

DATE	NO.	REVISION	
CITY OF BOWIE, MARYLAND REVISED PLAN SET			
THE REVISIONS NOTED ARE HEREBY APPROVED AND ARE SUBJECT TO ALL CONDITIONS OF THE ORIGINAL APPROVAL. THE PREVIOUS PLAN APPROVAL PROVIDES FOR THE GENERAL CONFORMANCE WITH THE PROVISIONS OF THE CITY CODE, AND APPROVAL THEREOF DOES NOT RELIEVE THE DEVELOPER OF ANY OTHER REQUIRED PROVISIONS OF THE CODE OR STANDARDS.			
CITY ENGINEER		DATE	
PUBLIC WORKS DIRECTOR		DATE	
OWNER/DEVELOPER:			
City of Bowie 15901 Fred Robinson Wy, Bowie, MD 20716			
TAX MAP NO: 5413-B7		SDP NO.:	
PARCEL NO.:		ZONED: XX	
ELECTION DISTRICT 2B			
PROJECT TITLE: COMPLETE STREETS DESIGN KENHILL DRIVE			
DRAWING TITLE ROADWAY PLAN			
CONSULTANTS COMPANY SEAL:			
		EBA ENGINEERING, INC. 6100 CHEVY CHASE DRIVE LAUREL, MD. 20707 Tel: (240) 547-11241 Fax: (301) 725-0394 www.ebaengineering.com	
		CHECKED BY: PK	
		DESIGNED BY: PK	
		DRAWN BY: AM	
		PROJECT NO: 4843	
		DATE: 07/07/2023	
		SCALE: 1" = 30'	
		DRAWING NAME: pHD-P004	
		09 OF 11	



BY: \$USER\$

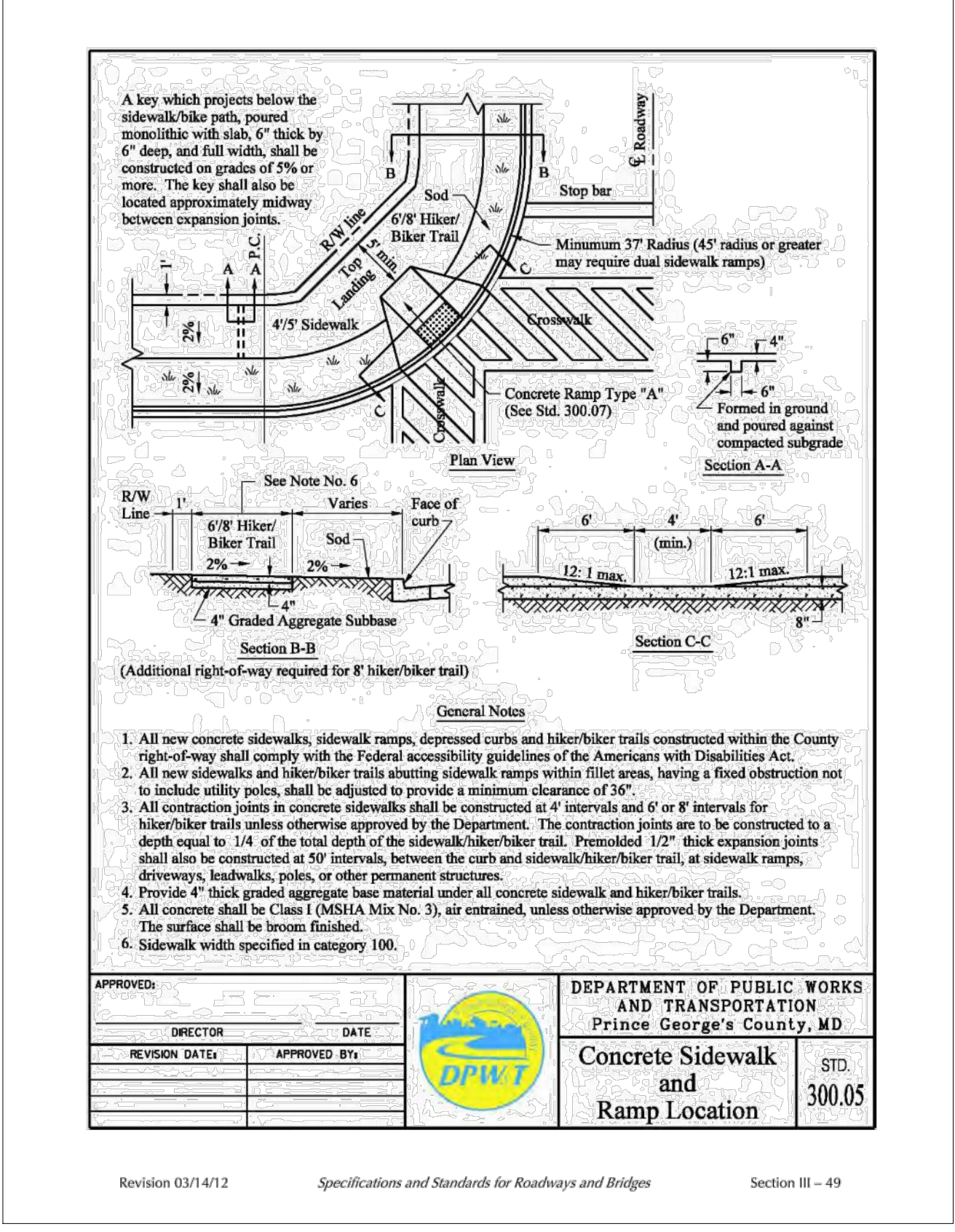
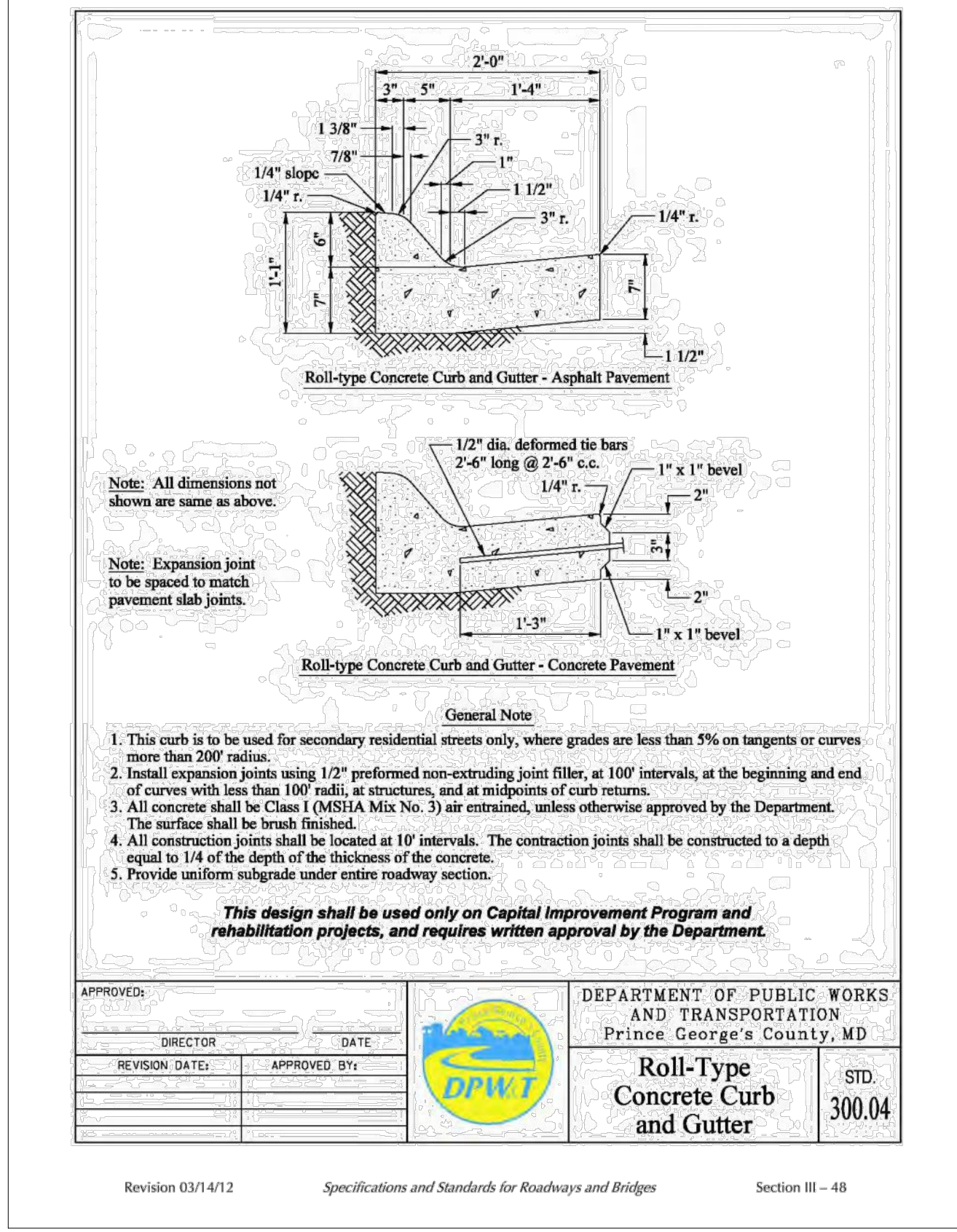
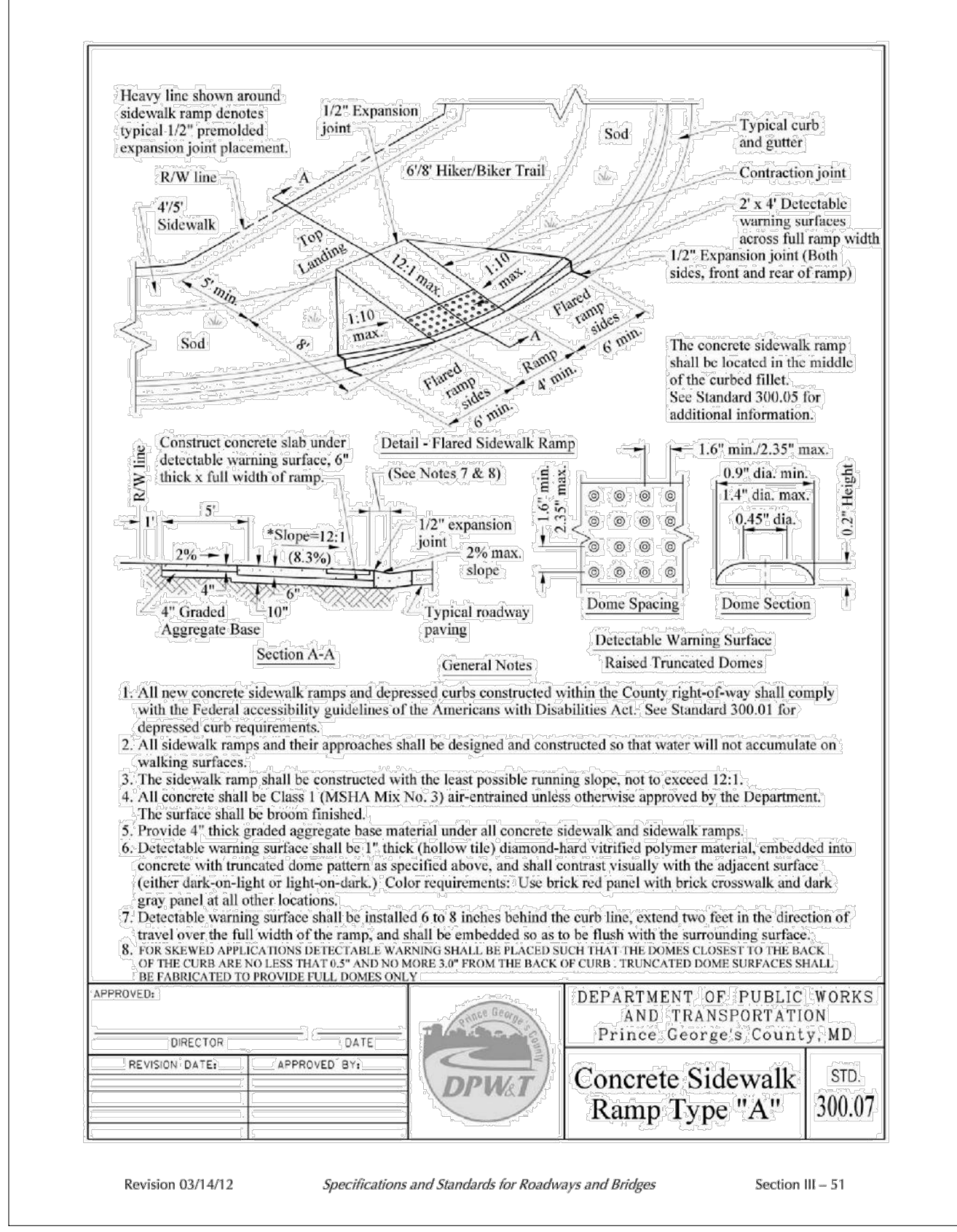
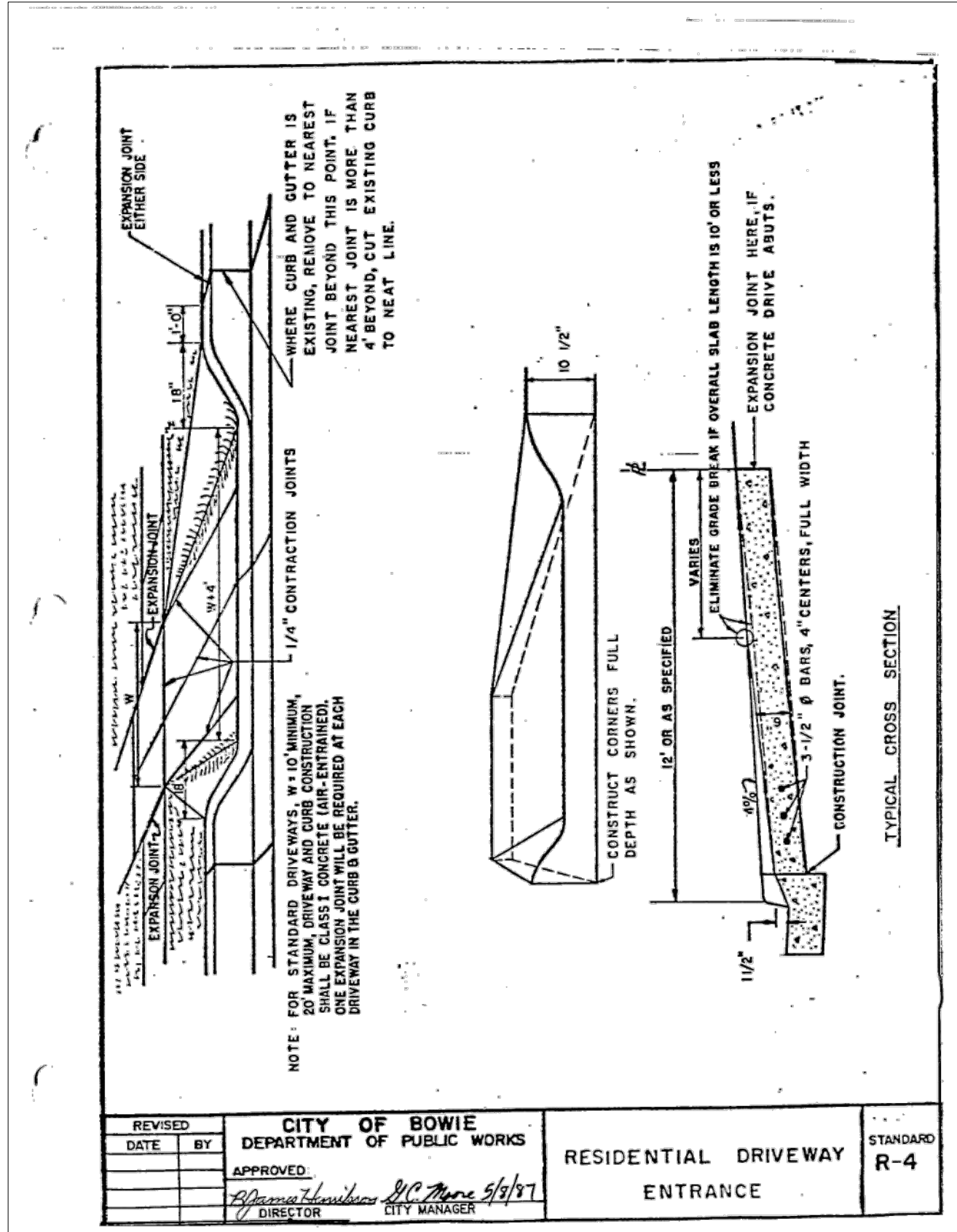
EXISTING SIGNS			
SI. NO.	SIGN DESIGNATION	SIGN	NUMBER OF SIGNS
1	S1-1 (1)		1
2	R2-5B		1
3	R1-1		1
4	R7-2L		1
5	R7-2 (MOD)		1

PROPOSED SIGNS			
SI. NO.	SIGN DESIGNATION	SIGN	NUMBER OF SIGNS
1	W11-15 30" X30"		5
3	R3-17bP 24" X 8"		1
4	M16-7PL 24" X 8"		1
5	R3-09CP 24" X 8"		1
6	R9-6 12" X18"		4
7	W16-7P 24" X12"		1

EXISTING SIGNS TO BE REMOVED			
SI. NO.	SIGN DESIGNATION	SIGN	NUMBER OF SIGNS
1	R3-17		1

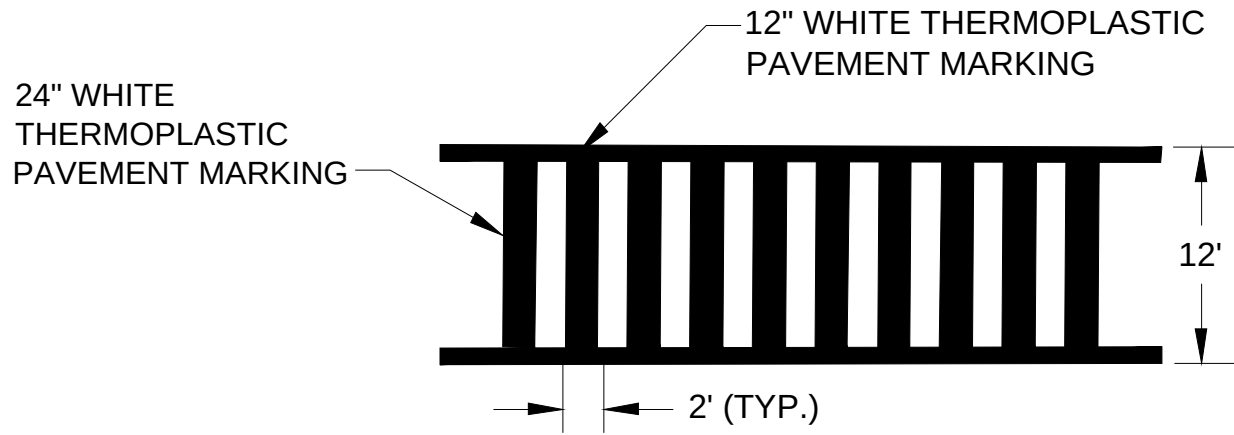
NOTE:
BIKE LANE ALONG KENHILL DRIVE WILL BE LINKED TO THE EXISTING ON-ROAD BIKE LANE FACILITY ALONG BELAIR DRIVE.

DATE	NO.	REVISION			
CITY OF BOWIE, MARYLAND REVISED PLAN SET					
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		CITY ENGINEER		DATE	
		PUBLIC WORKS DIRECTOR		DATE	
OWNER/DEVELOPER:					
City of Bowie 15901 Fred Robinson Wy, Bowie, MD 20716					
TAX MAP NO:		5413-B7		SDP NO.:	
PARCEL NO.:				ZONED: XX	
ELECTION DISTRICT 2B					
PROJECT TITLE: COMPLETE STREETS DESIGN KENHILL DRIVE					
DRAWING TITLE ROADWAY PLAN					
CONSULTANTS COMPANY SEAL:					
		EBA ENGINEERING, INC. 6100 CHEVY CHASE DRIVE LAUREL, MD. 20707 Tel: (240) 547-11241 Fax: (301) 725-0394 www.ebaengineering.com			
		CHECKED BY: PK			
		DESIGNED BY: PK			
		DRAWN BY: AM			
		PROJECT NO: 4843			
		DATE: 07/07/2023			
		SCALE: 1" = 30'			
		DRAWING NAME: pHD-P005			
		10 OF 11			

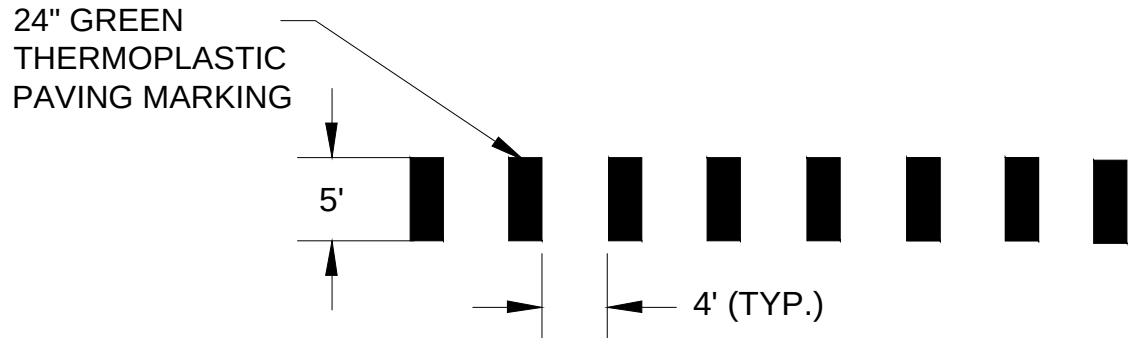


NOTES:

- ALL SIGNS SHOWN ARE EXISTING AND SHALL BE MAINTAINED UNLESS NOTED OTHERWISE.
- BIKE LANE ALONG KENHILL DRIVE WILL BE LINKED TO EXISTING EAST COST GREENWAY BIKER-HIKER TRAIL.

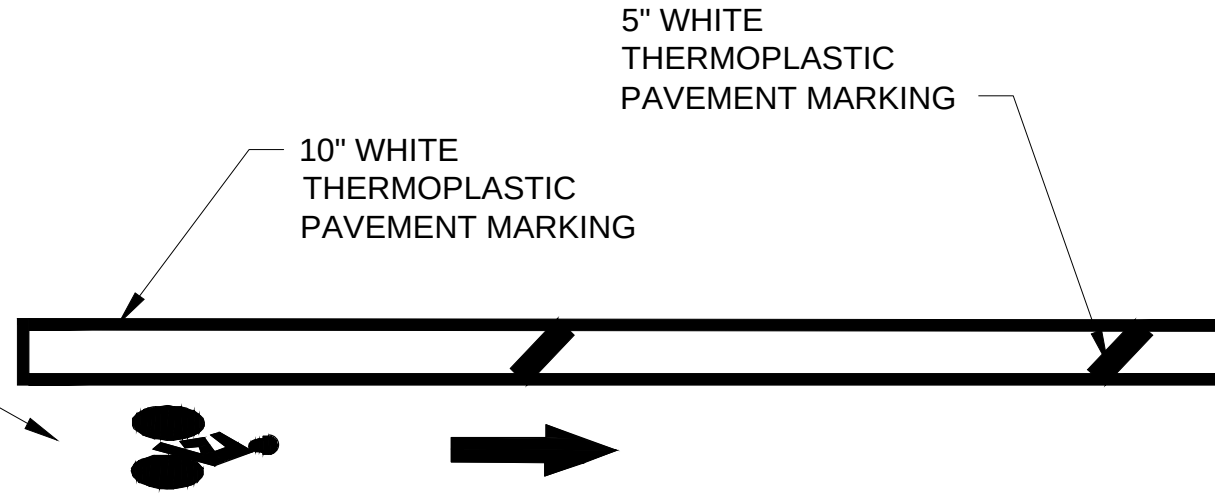


CROSSWALK DETAIL



TYPICAL MARKING AT INTERSECTION, DRIVEWAY AND ALLEY

BYCICLE LANE SYMBOL - SEE MARYLAND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MDMUTCD) FOR MORE DETAILS.



BIKE LANE BUFFER MARKING DETAIL

DATE	NO.	REVISION
CITY OF BOWIE, MARYLAND REVISED PLAN SET		
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CITY ENGINEER		DATE
PUBLIC WORKS DIRECTOR		DATE
OWNER/DEVELOPER: City of Bowie 15901 Fred Robinson Wy, Bowie, MD 20716		
TAX MAP NO:	5413-B7	SDP NO.:
PARCEL NO.:		ZONED: XX
ELECTION DISTRICT	2B	
PROJECT TITLE: COMPLETE STREETS DESIGN KENHILL DRIVE		
DRAWING TITLE STANDARD DETAILS		
CONSULTANTS COMPANY SEAL: EBA ENGINEERING EBA ENGINEERING, INC. 6100 CHEVY CHASE DRIVE LAUREL, MD. 20707 Tel: (240) 547-11241 Fax: (301) 725-0394 www.ebaengineering.com		
CHECKED BY: PK DESIGNED BY: PK DRAWN BY: AM PROJECT NO: 4843 DATE: 07/07/2023 SCALE: 1" = 5' DRAWING NAME: pDD-01		11 OF 11



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Constituent Services Response Process

DATE: 02/01/2024

This item was requested to be placed on the agenda by Councilmember Ndebumadu.

ATTACHMENTS: None



Memorandum

TO: City Council

FROM: Alfred Lott, City Manager

SUBJECT: Smart Cities Task Force

DATE: 02/01/2024

This item was requested to be placed on the agenda by Councilmember Ndebumadu.

ATTACHMENTS: None