



City of Bowie

15901 Excalibur Road
Bowie, Maryland 20716

REGULAR CITY COUNCIL MEETING MINUTES

MONDAY, JUNE 3, 2019

CALL MEETING TO ORDER:

The Regular Meeting of the Bowie City Council was held on Monday, June 3, 2019 in the Council Chambers at City Hall. Mayor Robinson called the meeting to order at 8:01 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG:

Mayor Robinson led the Pledge of Allegiance to the Flag.

QUORUM:

In attendance were Mayor Robinson, Councilmembers Esteve, Gardner, Marcos (arrived 8:04p.m.), Truth, and Woolfley, City Manager Lott, Assistant City Manager Mears, City Attorney Levan, City Clerk Hernandez, Staff, the Press and the Public.

CITY BOARDS AND COMMITTEES:

1. Councilmember Truth moved to appoint Doug Barber to the Board of Elections for a two-year term. Councilmember Woolfley seconded motion. Motion passed 5-0.
2. Councilmember Woolfley moved to appoint Josiland Chambers to the Education Committee for a two-year term. Mayor Pro Tem Gardner seconded the motion. Motion passed 5-0.
3. Mayor Robinson swore-in the members to their respective committees.

CITY MANAGER'S REPORT:

City Manager Lott thanked staff from the Community Services Department on hosting two great events in the past week, the Memorial Day Parade and Bowiefest. Both events had a great turn out and residents enjoyed themselves.

CONSENT AGENDA:

Councilmember Esteve requested to move Consent Agenda Items B) Charter Amendment Resolution CAR-2-19 and G) Resolution R-39-19 to the June 17 Council Meeting under New Business. Councilmember Woolfley moved the approval of Consent Agenda Items: A) Approval Proclamation P-9-19 Proclaiming June 1-9, 2019 as Chesapeake Bay Awareness Week in the City of Bowie; C) Approval of Resolution R-34-19 By Two-Thirds Vote Authorizing the Waiving of Bidding Requirements to Allow for the Purchase of Five Refuse Trucks by Piggybacking a Costarts Pennsylvania Department of General Services Bid; D) Approval of Resolution R-35-19 Accepting a Proposal for Professional Services Construction and Inspection Phase Services for the Water Main Replacement Project in Heather Hills; E) Approval of Resolution R-37-19 Authorizing Entering in Agreements for the Supply of Water and Wastewater Treatment Chemicals in Accordance With the Metropolitan Washington Council of Governments Request for Proposals; F) Approval of Resolution R-38-19 Approving an Agreement

Between the City and the Fraternal Order of Police Lodge 140; H) Approval of Resolution R-40-19 Awarding a Contract for Renovation of Restrooms and Addition of a New Shower Room at the Bowie Senior Center; I) Approval of Resolution R-41-19 Variance Application BV-2-19, a Request by Elizabeth Hofstad and David Fladung to Allow the Construction of Approximately 220 Linear Feet of Six Foot High Wood-Look Vinyl Fencing Along Belair Drive, When According to the Prince George's County Zoning Ordinance, Such Fencing Shall Not be More Than Four Feet High, at 2705 Bartlett Lane; J) Approval of Resolution R-42-19 Variance Application BV-3-19, a Request by Alvin and Julie Holley to Allow the Construction of Approximately 115 Linear Feet of Six Foot High Vinyl Replacement Fencing Along Spur Way, When According to the Prince George's County Zoning Ordinance, Such Fencing Shall Not be More Than Four Feet High, at 3015 Stonybrook Drive; K) Introduction of Emergency Ordinance O-4-19 Amending the Adopted Budget for the Fiscal Year Beginning July 1, 2018 and Ending June 30, 2019, to Authorize the Transfer of Certain Amounts in the FY 2019 Budget to Pay for Anticipated Expenses. Mayor Pro Tem Gardner seconded the motion and it passed 6-0.

NEW BUSINESS:

A. New Ice Arena Contract Award and Approval of Resolution R-43-19 Accepting a Bid Proposal for General Contractor for New Ice Arena – City Manager Lott summarized the staff report stating that the City placed legal notices and Requests for Statements of Qualifications (SOQ) were distributed to general contracting firms that expressed interest for the new Ice Arena project. A total of twelve SOQs were received. Hill International, Inc., HG Architects and City Project Management Team consisting of City staff members representing each department in the City, evaluated the submitted SOQs in order to pre-qualify the top firms based upon quality of their submittals. Based on quality review, six firms were pre-qualified and asked to submit bids for construction of the Bowie Ice Arena. Staff recommends City Council approve Resolution R-43-19 approving Costello Construction as the general contracting firm for the Bowie Ice Arena project for the contract cost of \$21,695,000.

Public Hearing:

Since there were no speakers signed up to speak, Mayor Robinson declared the Public Hearing to have been held.

Councilmember Woolfley expressed his concern on the large cost of this project and cannot support it; large projects like these should be placed on referendum.

Councilmember Esteve asked what is the confidence level that the facility could make back the same amount of money that it would cost to run. City Manager Lott responded that it will match if not, exceed the revenues that are taken in now. At one time the ice arena was an Enterprise Fund and self-funded itself.

Councilmember Truth commented that the feasibility study that was done back in 2010 stated that both courts and ice should be constructed, by doing just ice we are not following the recommendation from the feasibility study.

Mayor Pro Tem Gardner asked what the life span of the current ice rink is. City Manager Lott responded that it is probably a year or two.

Councilmember Marcos asked what the City's current investment in this project is. City Manager Lott responded nearly \$3 million dollars.

Councilmember Marcos made a motion to approve Resolution R-43-19 Accepting bid proposal for General Contractor for New Ice Arena, Mayor Robinson seconded the motion. Motion failed 2-4 (Esteve, Gardner, Trouth, Woolfley)

Councilmember Woolfley made a motion to place a referendum question on the 2019 election ballot to let the citizens decide if a new ice rink is needed. Mayor Pro Tem Gardner seconded the motion. Motion passed 4-2 (Marcos, Robinson)

B. Approval of Ordinance O-3-19 Bond Issuance for New Ice Arena - Since Resolution R-43-19 accepting the bid for General Contractor failed, this item was not voted on.

C. Mixed Use Zoning Text Amendment – Mill Branch Crossing – Mr. Joe Meinert, City Planning Director, summarized the staff report. The property owner is requesting City Council's support for a proposed Zoning Text Amendment to permit multi-family development in the Commercial Shopping Center (C-S-C) Zone. There is no legislation filed yet and the site already has approval for 619,000 sq. ft. of commercial use. Staff recommends approval of Mill Branch Crossing's request to support a mixed-use ZTA.

Public Hearing:

1. Peter Goldsmith on behalf of BJ's Wholesale – Spoke with concerns of having residential development adjacent to their property and possibility of complaints about the late night or early deliveries being done at BJ's.
2. Dustin Kuzan, Silver Maple Ct. – Concerns with the increase of traffic on Route 301 that additional development will create.
3. Maranda Parkin, Weary Creek Ct. – Concerns with width of Mill Branch and large trucks using such a small road.
4. Johnny Wilson, Weary Creek Ct. – This development will destroy current community and the property value.
5. Gary Henderson, Sleepy Spring Ct. – Is against the development.

Since there were no more speakers signed up to speak, Mayor Robinson declared the Public Hearing to have been held.

Councilmember Esteve asked where would high density be located with the new zoning ordinance within the City. Mr. Meinert responded in the C-S-C Zone like Hilltop, Freestate, Bowie Plaza, etc.

Mayor Pro Tem Gardner commented that traffic is increasing everywhere not just in Bowie.

Councilmember Trouth made a motion to approve the support of a mixed-use ZTA for Mill Branch Crossing. Mayor Pro Tem Gardner seconded the motion. Motion passed 4-2 (Esteve, Woolfley).

D. Zoning Text Amendment – Dunkin Donuts (CB-13-2019) - Mr. Joe Meinert, City Planning Director, summarized the staff report. Property owner of Dunkin Donuts located in Bowie Plaza requested a Zoning Text Amendment to assist them in moving their business to a more prominent location on MD 197 and Old Chapel Road. Staff recommends that Council forward a favorable recommendation to the PHED Committee for CB-13-2019.

Public Hearing:

Since there were no speakers signed up to speak, Mayor Robinson declared the Public Hearing to have been held.

Councilmember Esteve made a motion to forward a favorable recommendation to the PHED Committee for CB-13-2019. Councilmember Trough seconded the motion. Motion passed 6-0.

E. Zoning Text Amendment - Freeway Airport (CB-17-2019) - Mr. Joe Meinert, City Planning Director, summarized the staff report. The property owner is requesting the City's support on the Zoning Text Amendment for the R-A (Residential Agriculture) zone, to support a future residential redevelopment plan of approximately 600 dwelling units, including small lot single-family dwelling units and townhouse units. Staff recommends that Council forward an unfavorable recommendation to the PHED Committee for CB-17-2019.

Public Hearing:

1. Milly Hall, Dunstable Ct. – Spoke against additional residential being developed on the property.
2. Stephanie Woods, Man O War Dr. – Spoke against the zoning text amendment support.
3. Kathleen Beres, Church Road – Spoke against the residential development at the airport property.
4. Dustin Kuzan, Silver Maple Ct. – Stated that there are better ways to develop properties with better infrastructure.
5. John Flick, Bentley Lane – Owns property is landlocked by airport property and wants to get more information on what is planned to be developed on it.
6. Evette Conwell, Dahlia Dr. – Has concerns with traffic on Church Road, not against development in general just high density development.
7. Miller Einsel, Church Road – Urges Council to follow staff's recommendation.
8. Denise Tyler, Elder Oaks Blvd. – Spoke in support of the text amendment.
9. Kevin Jackson, Mount Oak Ct. – Spoke against the development.
10. Karen Williamson, Dunwood Valley Dr. – Spoke against the zoning change for new development.
11. Dr. N.K. Mason, Dale Ct. – Spoke in favor of development but moderately.
12. Eric Alvak, Dunhill Ct. – Spoke against the development.
13. Aisha Thompson, Dawn Whistle Way – Spoke against the development, there should be other options besides housing.
14. Fiona Thomas, Argentina Place – Is not against development but wants everyone to keep in the back of their mind the impact it will cause on the schools and on the roads.

Since there were no more speakers signed up to speak, Mayor Robinson declared the Public Hearing to have been held.

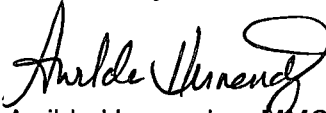
Councilmember Woolfley made a motion to forward an unfavorable recommendation to the PHED Committee for CB-17-2019. Councilmember Trough seconded the motion. Motion passed 4-2 (Marcos, Robinson).

June 3, 2019

ADJOURNMENT AND MOVE TO CLOSE SESSION:

Mayor Pro Tem Gardner moved to adjourn the Regular City Council meeting and move to Close Session, Statutory Authority to Close Session, State Government 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; or any other personnel matter that affects one or more specific individuals; §3-305(b)(3): To consider the acquisition of real property for a public purpose and matters directly related thereto and §3-305(b)(7): To consult with counsel to obtain legal advice on a legal matter. Councilmember Esteve seconded the motion and it carried 6-0. The meeting adjourned at 12:13 a.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Awilda Hernandez', written in a cursive style.

Awilda Hernandez, MMC
City Clerk

06/03/2019

To Whom it May Concern:

We are the Carter Family. We are constituents to the City of Bowie. We reside at 4100 Whitney Court Bowie, MD 20715. We are writing because we are in opposition of Mill Branch Crossing being developed into a multi-family zone and are also in opposition of the Freeway Airport being zoned for residential development. We purchased our home on May 2, 2019. Before the purchase of our home we spent three years researching data on crime, school ratings, community resources, and diversity within the county. To our pleasure we found that Bowie met our standards for all of the above. To be specific, the Whitehall Community met all of our standards. We have had loved ones reside within the city limits for over a decade now and considered many options outside Prince George's County but agreed that Bowie would be best for our family structure and values. Since moving into our home, we have met many neighbors with similar stories to ours. While we understand that real estate is a business for many, the City of Bowie is not for us. It is our planned home to raise our family in. We love the location and the proximity to Routes 50, 3, and 301. When we need to drive to work or transport our children to their childcare providers, we do not experience significant delays from experiencing traffic while within the city limits. Of note, we do understand that many of the elementary, middle and the only high school that is in our zone are at or above the student capacity. If you have an emergency and must go to Bowie Medical Center there can easily be a 4-7 hour wait time. It is not an infrequent occasion for the Medical Center to be on reroute due to the volume of patients that it must treat. While it may seem like a great business decision it is the total opposite. This type of significant development will lead to overcrowding or in some cases increased overcrowding to an already overwhelmed infrastructure. Our city streets, resources, schools, and medical center were not built with this type of resident population in mind. Many of us didn't choose Bowie with this type of development in mind. We thank you for taking the time to take our concerns into consideration and hope that you would vote in opposition of both zoning ordinances.

Ricardo Carter + Family

Graciously,

The Carter Family

Awilda Hernandez

From: Joe Meinert
Sent: Tuesday, May 28, 2019 4:11 PM
To: Awilda Hernandez
Cc: Linda Ransom; Joan Comer; Alfred Lott; Daniel Mears
Subject: FW: {EXTERNAL}: Ample Grange Farm LLC's Public Hearing Comments
Attachments: 2019 5-28 Ample Grange Farm LLC Public Hearing Comments Re Mill Branch Crossing zoning request .docx; Attachment_Annexation Agreement_City of Bowie Mill Branch Crossing 02Dec2011.pdf

Awilda – Please make sure the City Council gets this testimony for their June 3rd public hearing on the Mill Branch Crossing Zoning Text Amendment.

Joseph M. Meinert, AICP
Director of Planning and Community Development
City of Bowie
15901 Excalibur Road
Bowie, MD 20716
Phone: 301-809-3047
FAX: 301-809-2315

From: Tom Terry <taterry45@comcast.net>
Sent: Tuesday, May 28, 2019 1:42 PM
To: Joe Meinert <jmeinert@cityofbowie.org>
Cc: Mike Terry (Home) <materry49@comcast.net>
Subject: {EXTERNAL}: Ample Grange Farm LLC's Public Hearing Comments

Hi Mr. Meinert,
You indicated in our phone conversation on May 20, 2019 that we could send you our comments for the public hearing on June 3 pertaining to the zoning text amendment request by Mill Branch Crossing, LTD.
Attached are our comments that we would like submitted for the hearing.

Please confirm that you have received these comments and that they will be submitted during the hearing.

Thanks,
Tom Terry (Managing Member)

Thomas A. Terry
5935 Swayne Rd. NE
Olympia, WA 98516
Home phone: 360-491-9417
Cell phone: 360-239-0270
e-mail: taterry45@comcast.net

May 28, 2019

Ample Grange Farm, LLC
15 River's End Drive
Seaford, Delaware, 19973

City of Bowie
15901 Excalibur Road
Bowie, Maryland 20716

Mr. Joseph M. Meinert, AICP
Director of Planning and Community Development

RE: Public Hearing Comments

Subject: Zoning Text Amendment - Mill Branch Crossing

Proposal: Zoning Ordinance text amendment to permit multi-family development in the Commercial Shopping Center (C-S-C) Zone

Location: East side of US 301, in the northeast quadrant of the US 301/Excalibur Road/Mill Branch Road intersection

Acreage / Zoning: 68.3 acres/Zoned C-S-C (Commercial Shopping Center)

Petitioner: Mill Branch Crossing, LTD

Dear Mr. Meinert,

We will not be able to attend the City of Bowie public hearing on June 3 at 8:00 pm, so we request that our comments below be submitted and reviewed as part of the hearing proceedings.

First, at a previous City of Bowie public hearing, November 2013, pertaining to the proposed special exception and Walmart development on the Petitioner's property, we learned that the City of Bowie has an agreement with Mr. Chesley (Mill Branch Crossing/the Petitioner) which records that the City of Bowie will not go against any proposal made for development as part of the City of Bowie annexation agreement (Attachment - Annexation Agreement dated December 2, 2011). We feel that this conflict of interest makes a public hearing by the City of Bowie a mere checklist formality rather than an unbiased public hearing.

The City of Bowie Council must disclose this agreement with Chesley to the public at the beginning of the hearing and City Council should not vote at the end of the hearing because the vote is meaningless. The City of Bowie Council should recuse itself from making any decision or recommendation because of this agreement and it should instead only record and pass along public comments.

Secondly, with respect to the rezoning request:

You are asking us to attend a public hearing whose purpose is to determine the advisability of a major change in the current zoning classification. The proposed change of use is one that will significantly impact the essence of the existing farming / residential community. And yet, the

"Multifamily" zoning request is vague and imprecise. There is no stated number of units per acre being requested. One would hope at the very least, to have an idea of what exactly is being proposed. The classification "Multifamily" is very broad, and might mean three dwelling units per acre (hundreds of apartments) to 48 units per acre (thousands of apartments). It is difficult to imagine that the request would be that imprecise when asking for a change of such major impact and magnitude.

Zoning is intended to protect adjacent land uses from incompatibility. Often it is used to preserve an existing historical or desirable land use. It is meant to protect the landowners from haphazard and arbitrary actions by developers who do not share the community's values. In urbanizing areas, zoning is used to provide an orderly transition between an existing land use (generally meaning lower density) to a more intensive use. Usually that transition is gradual, with buffers to protect the existing use from excessive impact. There is no transition in this case.

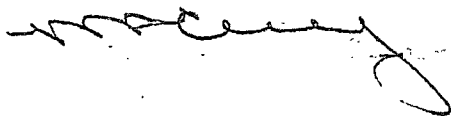
The responsibility for protecting the existing community from the impacts of development rests with the planning and zoning jurisdictions. In other words, by people elected and appointed to safeguard their communities from degradation due to the impacts of inappropriate development.

The Petitioner has repeatedly asked the jurisdictions to waive decades of protection for the rural tier, against the wishes of adjoining owners and affected community. He first asked for, and was granted, permission by the County Council to put commercial uses into a rural-agricultural zone despite objections by the community. When he was unable to secure tenants for his proposed use, he asked for a "special exception" for a super-sized box store. Amazingly, the District Council was in favor of this new use, even though that meant going against the wishes of the County Planning Department professional staff, City of Bowie Advisory Council, the Zoning Hearing Officer, and the Mill Branch Road community. It took a concerted effort by local citizens to successfully fight and defend their property against such a use. And now we come to yet another (third) proposed use by the same Petitioner. With as many acres (68) that this developer owns, multifamily is not transitional at all, but likely will be a high-density development and therefore not compatible with the adjoining uses. Additionally, this use would require a much higher level of public services, support and supervision on the part of the jurisdiction.

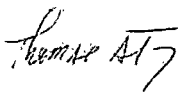
Without more detailed information we cannot and do not support such a zoning change.

Respectively,

Ample Grange Farm, LLC (Adjacent Property)



Michael A. Terry (Managing Member)



Thomas A Terry (Managing Member)

33297 096

ANNEXATION AGREEMENT

THIS AGREEMENT is made this 2 day of December 2011, by and between the

City of Bowie ("the City"), a municipal corporation of the State of Maryland, located at 15900
Excalibur Road, Bowie, Maryland 20716, and Mill Branch Crossing Limited Liability Company
("the Owner"), a Delaware limited liability company located at 150 White Plains Road, Suite
400, Tarrytown, New York, 10591.

RECITALS

WHEREAS, Owner has record title to 73.97± acres of real property located adjacent to
the City in Prince George's County, Maryland, which property is shown on Tax Map 55,
Parcels 20, 27, 28, 52, 57, 58, 59 and 71, known hereinafter as the "Annexation Area" or the
"Property"; and

WHEREAS, the Property is more particularly described in Exhibit A, attached hereto
and made a part hereof as if set forth in full in the body of this Agreement, and hereinafter
sometimes referred to as the Annexation Area; and,

WHEREAS, the Property has obtained sewer and water category designations necessary
for its development and is currently the subject of a Preliminary Plan of Subdivision #4-11011
filed with the Maryland-National Capital Park and Planning Commission (the "Application");
and

WHEREAS, Owner and City desire to have the Annexation Area incorporated into the
corporate boundaries of the City; and

WHEREAS, pursuant to the authority contained in Article 23A of the Annotated Code of
Maryland ("the Code"), Sections 19(b) and (n), Owner and City have agreed that the following

Clerk of the
Circuit Court
2012 JAN 30 10:52
PR GEO CO #71

PAID SURE \$ 0.00
RECORDING FEE 0.00
LITRE 0.00
R-#005 R-#1999999
MNB ENR BIR#7006
Jan 30, 2012 10:53 am

33297 097

agreements, conditions and circumstances will apply to the annexation proceedings and to the Annexation Area.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other considerations, the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. INCORPORATION OF RECITALS

The foregoing Recitals and the Exhibit referred to therein and attached hereto are incorporated as operative provisions hereof.

2. WARRANTIES AND REPRESENTATIONS OF CITY

- A. City supports the pending and any future Applications for the Annexation Area in accordance herewith and represents that it agrees to the development of the Annexation Area as a mixed-use development consisting of up to 800,000 square feet of rentable space, including retail, office and hotel uses (the "Project"), with such reasonable amendments thereto as the applicable authorities and Owner may agree.
- B. City will not, directly or indirectly, establish, suggest or acquiesce in any policy, take a position, pursue a course of action, require any standard or condition, make any recommendation to Prince George's County or the Maryland-National Capital Park and Planning Commission or other governmental or quasi-governmental authority, individuals or citizens groups, or impose any obligation, which, as applied to the Annexation Area, is detrimental to the development of the Project in the Annexation Area as set forth in Paragraph 2.A. hereof.
- C. City represents and agrees that it favors the development of the Project on the Annexation Area as represented in the Applications, subject to the reasonable

33297 098

conditions of approval of the same and will support development of the Annexation Area with the Project, in substantial accordance with the development proposal submitted by Owner.

D. City's herein provided covenant of support is neither intended, nor should it be construed, to legally prohibit the City through its Council from enacting such future ordinances, charter provisions, engineering standards or other enactments deemed reasonably necessary to protect the public health, safety and welfare of the citizens of City, nor from applying such ordinances or charter provisions to the development of the Annexation Area, provided such actions do not violate City's agreements herein, operate to divest or conflict with prior approvals, or interfere with any vested rights of the Owner.

3. WARRANTIES AND REPRESENTATIONS OF OWNER:

A. This Agreement constitutes Owner's formal written consent to annexation, as required by Article 23A, Section 19 (b) of the Code. Owner acknowledges that it will receive a benefit from annexation and agrees, as a bargained-for condition and circumstance applicable to annexation, that it waives and completely relinquishes any right to withdraw its consent to annexation from the date of execution of this Agreement by all parties. Owner further agrees that it will not petition the Annexation Resolution to referendum and that, in the event of a referendum in which it is permitted to vote, that it shall vote in favor of the Annexation Resolution.

B. Owner warrants and represents that it is in fact the sole fee simple owner of the Annexation Area described in Exhibit A, and that there is no action pending against it

33297 099

or involving it that would in any way affect its right and authority to execute this Agreement.

- C. Owner warrants and represents that it has the full power and authority to sign this agreement and is, in fact, the sole owner of not less than Twenty-Five Percent (25%) of the assessed valuation of the Annexation Area and further represents that there are no persons residing in the Annexation Area.
- D. Owner warrants and represents that there are no persons or entities having an interest in the Annexation Area or holding a lien or other debt instrument with respect to the Annexation Area.

4. APPLICATION OF CITY OF BOWIE CODE AND CHARTER

From and after the effective date of the Annexation Resolution, all provisions of the Charter and Code of City shall have full force and effect within the Annexation Area except as otherwise specifically and expressly provided herein.

5. TAXATION

City agrees that the Annexation Area shall be exempt from a portion of all municipal taxation by City ("Exemption") for a period of five (5) years commencing upon the issuance of Use and Occupancy permit(s) for a floor area of no less than 480,000 square feet within the Project area; or, in the case of separate building lots, 5 years from the date on which settlement occurs with respect to a sale by Owner of a given lot within the Annexation Area. In the event Use and Occupancy permits for the cumulative area as aforesaid have not been issued or sales of a lot or lots have not occurred within ten (10) years from the date of approval of the Annexation by City, the Exemption Period shall commence on the day following the expiration of ten (10)

33297 100

years from the date of the approval of the Annexation by City. In all events, the Exemption Period shall not commence later than ten (10) years from the date of Annexation approval and shall end not later than five (5) years thereafter. The Exemption shall be that portion of Bowie Municipal taxation which would increase the tax charged from what is charged as of the date hereof or which would be charged in any year during which this exemption is in effect by the State of Maryland and Prince George's County against the Annexation Area. City represents and Owner acknowledges that the Prince George's County Director of Finance collects both state and municipal real property taxes for properties located within City. To effect the tax exemption herein granted City agrees to provide to the Prince George's County Director of Finance a reduced Municipal tax rate to apply to the Annexation Area, which, for the period of the Exemption, shall be zero. If, in the future the Prince George's County Director of Finance cannot accommodate differing tax rates to properties within the same municipality, then, to give effect to the Exemption herein granted City will refund to each taxpayer benefited by the Exemption, upon application for such refund, pursuant to the authority contained in §14-905(b) of the Tax-Property Article of the Code, an amount equal to the Exemption.

6. MUNICIPAL SERVICES

From and after the effective date of the Annexation Resolution, City will provide all applicable municipal services to the Annexation Area.

33297 101

7. CITY BOUNDARY MARKERS

Owner shall install, no later than sixty (60) days following the effective date of the Annexation Resolution, at its own expense, City Boundary Markers at the boundary lines to the newly enlarged City boundaries.

8. DEVELOPMENT CONSIDERATIONS

- A. (1) It is expressly understood that it is a material inducement to the Owner in entering into this Agreement that the Project, a mixed-use development containing up to 800,000 square feet of rentable space, potentially consisting of retail, hotel and office uses, be constructed in accordance with the CSC zone as provided in the Prince George's County Zoning Ordinance. It is the intent of this material inducement that City shall not apply, impose, or recommend any condition or requirement as a pre-requisite to the issuance of any permit or approval of any application that would result in a more strict, onerous or expensive interpretation, obligation or delay than would otherwise be applicable in accordance with Prince George's County or State of Maryland statutes, laws, ordinances, regulations, conditions, requirements, policies or interpretations.
- (2) Notwithstanding the foregoing section, Owner understands and acknowledges that additional and/or more onerous or expansive restrictions on development may be imposed upon the Annexation Area by the governing body of Prince George's County or its agencies and that such action by the County or its agencies shall not void this Agreement or the parties' obligations hereunder.

- B. Owner agrees that no architectural plans for any building within the Annexation Area will be submitted to Prince George's County without first submitting the architectural

33297 102

plans to City for its review and comment, however, the parties agree that City's approval is not required and that its comments are not binding. The architectural plans will be submitted to City at least 30 days prior to submission to Prince George's County.

9. RECORD PLAT

Owner agrees to provide City with a copy of the final record plat(s) for the development in the Annexation Area which shall not, however, be subject to comments or conditions by City.

10. MISCELLANEOUS

- A. The use of the singular verb, noun and pronoun forms in this Agreement shall also include the plural forms where such usage is appropriate. The use of the pronoun "it" shall also include, where appropriate "he" or "she" and the possessive pronoun "its" shall also include, where appropriate "his," hers" and "theirs".
- B. From time to time after the date of this Agreement, the parties, without charge to each other, will perform such other acts, and will execute, acknowledge and furnish such instruments, documents, materials, assurances and information which either party reasonably may request, in order to effect the consummation of the transactions provided for in this Agreement.
- C. This Agreement, which includes all exhibits, schedules and addenda hereto by attachment or reference, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Prince George's County, Maryland, and shall be binding upon and inure to the benefit of the parties, their successors and assigns, and embody and constitute the entire understanding between

33297 103

the parties with respect to the subject matter hereof. All prior agreements, understandings, representations, and statements, whether oral or written, are merged in this Annexation Agreement. Neither this Agreement nor any provision hereof may be waived, modified or amended unless such modification is in writing and signed by the party against whom the enforcement of such waiver, modification or amendment is sought, and then only to the extent set forth in such instrument.

- D. The parties hereto acknowledge that, in entering into this Agreement, neither party has been induced by, nor has relied upon as the basis for the bargain herein, any representation or statement, whether express or implied, made by any agent, representative or employee, which representation or statement is not expressly set forth in this Agreement.
- E. This Agreement shall be construed according to its plain meaning without giving regard to any inference or implication arising from the fact that it may have been drafted in whole or in part by or for any one of the parties hereto, both of which are represented by experienced counsel.
- F. This Agreement, its benefits and burdens, shall be assignable, in whole or in part, by Owner without the consent of City or of its elected officials, employees or agents, to any purchasers or contract purchasers of the Annexation Area or any part thereof, however, as provided hereinafter in this subsection (F), Owner will not transfer or pledge as security for any debt or obligation, any interest in all or part of the Annexation Area, without first obtaining the written consent and acknowledgment of the transferee or pledgee or holder of a security interest to this Annexation Agreement and to the complete observance hereof. Owner shall provide City copies of all

33297 104

documents of transfer or assignment of this Agreement, including exhibits when the documents are fully executed, regardless of recordation.

- G. The captions in this Agreement are inserted for convenience only, and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.
- H. The laws of the State of Maryland shall govern the interpretation, validity and construction of the terms and provisions of this Agreement. Any suit to enforce the terms hereof or for damages or other remedy for breach or alleged breach hereof shall be brought in the Circuit Court for Prince George's County, Maryland, and the appellate courts of the State of Maryland and the parties expressly consent to the jurisdiction thereof and waive any right they might otherwise have to bring such action in or transfer or remove such action to the courts of any other jurisdiction. Each party waives trial by jury in connection with any dispute between them involving this Agreement or otherwise.
- I. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect.
- J. All notices and other communications under this Agreement shall be in writing and shall be sent either by first class mail, postage prepaid, or by personal delivery, addressed to the parties as provided below. Notice shall be deemed given on the date

33297 105

delivered or attempted to be delivered during normal working hours on business days.

IF TO CITY:

David J. Deutsch, City Manager
The City of Bowie
15901 Excalibur Road
Bowie, Maryland 20716

With a copy to:

Elissa D. Levan, Esquire
Funk & Bolton, P.A.
36 S. Charles St., 12th Floor
Baltimore, MD 21201

IF TO OWNER:

Richard A. Grossman, Manager
Mill Branch Crossing Limited Liability Company
150 White Plains Road, Suite 400
Tarrytown, NY 10591

W.F. Chesley
W.F. Chesley Real Estate, Inc.
2200 Defense Highway, Suite 101
Crofton, MD 21114

With a copy to:

William V. Meyers, Esquire
Michele La Rocca, Esquire
Meyers, Rodbell & Rosenbaum, P.A.
6801 Kenilworth Avenue, Suite 400
Riverdale Park, MD 20737-1385

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

WITNESS:

By: Anna J. Jock

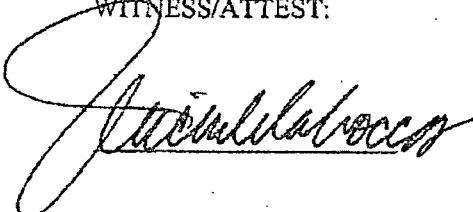
THE CITY OF BOWIE

By: David J. Deutsch

David J. Deutsch
City Manager

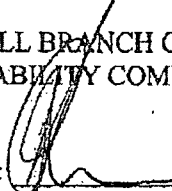
33297 106

WITNESS/ATTEST:



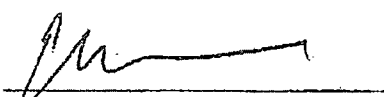
MILL BRANCH CROSSING LIMITED
LIABILITY COMPANY:

By:



Richard A. Grossman, Manager

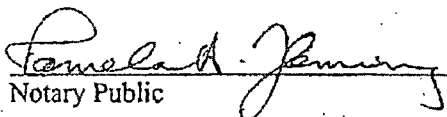
APPROVED AS TO FORM:


Elisa Levan, City Attorney

STATE OF MARYLAND
COUNTY OF PRINCE GEORGE'S, to wit:

I HEREBY CERTIFY, that on this 5 day of January, 2012, before me, a Notary Public in and for the State aforesaid, personally appeared David J. Deutsch who has been satisfactorily proven to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the City Manager of the City of Bowie, a municipal corporation of the State of Maryland, and that said City Manager, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation as such City Manager.

WITNESS my hand and notarial seal.

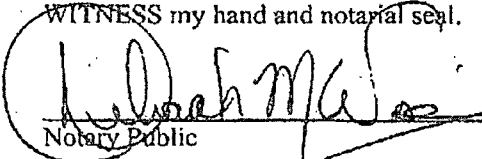
 (SEAL)
Notary Public

My Commission Expires: 9/15/2012

STATE OF Maryland
COUNTY OF Prince Georges, to wit:

I HEREBY CERTIFY, that on this 2 day of December, 2011, before me, a Notary Public in and for the State aforesaid, personally appeared Richard A. Grossman, Manager of a party to the within Annexation Agreement and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.

 (SEAL)
Notary Public

DEBORAH M. WISE
Notary Public-Maryland
Anne Arundel County
My Commission Expires
August 09, 2014

My Commission Expires: 8/8/14

**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: 6/3/19; Time: 12:13^{am}; Location: CH182;
Motion to close meeting made by: Gardner Seconded by Esteve;
Members in favor: Robinson, Gardner, Esteve, Truth, Matthews, Woolfley; Opposed: None;
Abstaining: None; Absent: Senn-Carter.

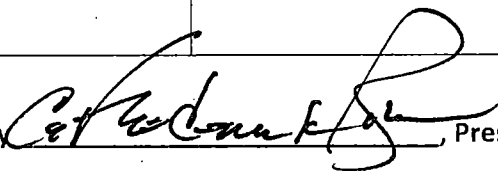
2. **Statutory authority to close session (check all provisions that apply).**
This meeting will be closed under General Provisions Art. § 3-305(b) only:

(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	
§3-305(b) ☒ 3	Property Acquisition	
§3-305(b) ☒ 7	Consult with Legal Counsel	
§3-305(b) ☐		
§3-305(b) ☐		

4. This statement is made by , 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: _____

Place: _____

Purpose(s): _____

Members who voted to meet in closed session: _____

Persons attending closed session: _____

Authority under § 3-305 for the closed session: _____

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: _____