

Case No.: **Comprehensive Design  
Plan No. 8504**

Applicant: **The Mark Vogel  
Companies**

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND,  
SITTING AS THE DISTRICT COUNCIL

**CORRECTED ORDER AFFIRMING PLANNING BOARD DECISION**

IT IS HEREBY ORDERED that the Planning Board's decision in Resolution PGCPB No. **84-447**, to **approve** Comprehensive Design Plan No. 8504, on property described **as approximately** 274.7 acres of land, in the **M-A-C** or R-S Zones, located in the southwest **quadrant** of the U.S. **Route 50/Maryland** Route 197 **interchange** between U.S. Route 50 and **Mitchellville** Road, be, and the **same** hereby is,

AFFIRMED. for the **reasons stated** by the Planning Board in its resolution, with the following **additions**, which together are hereby **adopted** as the findings and conclusions of the District Council in this case:

1. The **District Council finds** that the Comprehensive Design **Plan is** compatible with the **Basic Plan** approved by the **District Council**.
2. The District Council **is** satisfied, after reviewing the record **in** this case, that the proposed **plan, when** amended in conformance with the **conditions imposed** in this decision, will result in a better environment than could be **achieved** under other **regulations and** will be compatible **with** the existing land uses and **zoning** on surrounding property.
3. For the **reasons stated** above, and others **apparent** in the record, the Comprehensive Design Plan approved by the Planning **Board is** hereby approved. To protect the subject properties **and** the neighborhood, conditions will be imposed by the District Council.

**Affirmance** of the Planning Board's decision **is** subject to the following **revisions, considerations, and** conditions:

**I. REVISIONS OF COMPREHENSIVE DESIGN PLAN (CDP)**

All documents, maps, and drawings in the CDP shall be **amended**, where necessary, to reflect the following revisions and be submitted to the Planning **Board or its designee** prior to **signature approval**:

1. **Given** the potential traffic **hazard** presented **if** the **residential driveways from** Parcel 17 are oriented onto **Enfield Drive**, the applicant shall redesign Parcel 17 prior to Specific Design Plan (SDP) **submission** to orient the vehicular **access to the interior** of the parcel.
2. A 50 foot landscaped buffer shall be located **along** the perimeter of the project site except for r 25

foot buffer along **Enfield Drive**.

3. To achieve greater safety and ease of access to Parcels 4, 5, and 6, the applicant shall extend the access road to form a loop with two (2) intersections with existing **Route 197**. This road shall be a public street and have its northern point directly across from **Holiday Lane**.
4. Parcel 1 building envelopes shall be shifted to the north to allow a **50 foot wide** green space between the pavement edge of Parcel 8 and individual lot lines on Parcel 1.
5. The building envelopes on Parcel 8 shall be clearly defined to **minimize** the impact on adjacent residential developments (Parcels 7 and 6), provide clear and convenient internal vehicular circulation, to present an attractive view from the surrounding roadways, and to incorporate a **minimum** green space width of **50 feet** between the pavement edge on Parcel 8 and any **buildings** on Parcel 6.
6. The applicant, his successors and/or assigns shall provide adequate **recreational facilities** to the Department of Parks and Recreation standards as defined in **Parks and Recreation Facilities Guidelines**, and as proposed by the applicant in **revisions** to the CDP text, namely:
  1. **8** Tot Lots
  2. **22** Sitting Areas
  3. **14** Picnic Areas
  4. **7** Open Play Areas (**move** one proposed on PT-1 into Parcel **17**)
  5. **5** Pre-Teen Play Areas
  6. **3** **Multi-Purpose** Courts
  7. **8** Tennis Courts (**5** on **Northview** Neighborhood Park)
  8. **2** **Football/Soccer** fields (one to be located at the Allen Pond Park)
  9. **1** Softball Field
  10. **1** Junior Soccer Field with **25** car Parking Facility
  11. **1-1,200** square foot **swimming** pool with Clubhouse
  12. Trail Loop with **15** Exercise Stations
  13. Lake Improved for recreational benefits in accordance with **guidelines** set forth by the Department of Parks and Recreation, and by a boardwalk, boating **facilities**, a pier, boating dock and a picnic structure to be located in the **Enfield Chase Woodland Park**.
  14. **8'** **wide** hard surfaced **hiker/biker** trail connections to **recreation** facilities throughout the **site** and to the commuter parking lot at the north end of the **site**.
  15. **4'** **wide** hard surfaced path and connections are Indicated.
7. There shall be no **freestanding** gas stations or fast-food restaurants on Parcel 9. The applicant may have a maximum of 2 freestanding pad sites on Parcel 9 for a bank or banks and/or a full-service restaurant or restaurants, locations subject to Planning Board approval prior to building permit.
8. To insure the project development is balanced, the applicant is restricted from constructing Stage 11 until completion of Stage 1 with the exception as

provided in the staging element of the revised plan as set forth in this order.

9. All non-residential and residential structures (except one-family and two-family dwellings) shall be fully sprinklered in accordance with National Fire Protection Association (NFPA) Standard 13 and all applicable County laws. The restriction of automatic fire suppression systems shall be noted on the approved COP.
10. Local traffic right-of-way is required for the following roadways.
  1. Excaliber Road from Evergreen Parkway to Mitchellville Road - 80 feet
  2. Evergreen Parkway - 100 feet
  3. Northview Drive from the office building entrance north of Relocated Maryland Route 197 to Evergreen Parkway -120 feet
11. The following maximum building heights shall be imposed:
  - a. Congregate living facility on Parcel 18 - 5 stories
  - b. Office buildings in northeast quadrant of relocated Route 197 and Northview Drive closest to existing Route 197 would not exceed 7 stories, while those closer to new intersection would be maximum 9 stories.
  - c. Southernmost office building on M-A-C property - 6 stories.
  - d. Two office buildings north of and adjacent to lake/stormwater facility - 6 stories.
12. No grading of the site will be permitted without permission of the Prince George's County Planning Board, except as required for installation of water and sewer lines by the Washington Suburban Sanitary Commission and for roads, until the SOP is approved.
13. The applicant shall prepare, submit, and record (if approved) a formal plat of reservation for the right-of-way of proposed transportation facility PT-1 between Parcels 17 and 18.
14. The applicant shall provide all public benefits as initially proposed and the amendments as currently proposed (with the exception of redirecting the \$25,000 proffered for the Theater-In-the-Woods to the improvement of local fire facilities).

Donation of the \$275,000 fee-in-lieu of the Enfield Chase fire station site shall be contributed prior to December 31, 1990, or completion of Stage II.
15. If a traffic light is found by the State Highway Administration to be necessary at the intersection of existing Route 197 and new Northview Drive (study to be done by others), and should neither the State nor others agree to fund installation of the light, the applicant shall do so on or before late 1986.
16. The staging element of this Plan shall be as follows:

STAGE I (1986-91) <sup>1</sup>	STAGE II (1991-94) <sup>2</sup>	STAGE III n 0)	TOTALS
150,000 sq. ft. office	215,000 sq. ft. office <sup>3</sup>	315,000 sq. ft. office	680,000 sq. ft. office <sup>5</sup>
0 retail	700,000 sq. ft. retail <sup>4</sup>	425,000 sq. ft. retail	1,125,000 sq. ft. retail
795 d.u. residential	420 d.u. residential	150 d.u. residential	1,365 d.u. residential
(465 multi- family; 330 single-family attached)	(275 multi- family; 145 single-family attached)	(110 multi- family; 40 single-family attached)	(850 multi- family; 515 single- family attached)

17. Prior to construction of Stage III, of the second section of the mall, 425,000 square feet, the applicant shall submit letters of Intent from major anchors totalling 200,000 square feet. If this is not possible, then a new market study justifying the addition shall be required. If the applicant shall desire, as permitted by the staging element of the Plan, to construct the entire 1,125,000 square foot mall in Stage II, he shall comply with this condition at that time as to the 425,000 square feet.

18. The applicant, its successors, or assigns, shall construct the hiker-biker connection to the Route 197 overpass and preserve the greenway system within Parcel 9 as depicted on the revised CDP submission made by the applicant to the M-NCPPC on October 14, 1985. The greenway system, as depicted on the revised plan, exclusive of parking lot landscaping, contains 8.63+ acres, the average width of which is three hundred (300) feet, with a maximum width of seven hundred (700) feet along Evergreen Parkway and a minimum width of fifty (50) feet.

<sup>1</sup> End year of Stage II, 1991. is premised on current SHA CTP completion date of reconstruction of Route 50/Route 197 Interchange and relocation of Route 197 east of interchange; end year could be earlier or later as road improvements are completed.

<sup>2</sup> Beginning year of Stage II could be earlier or later than 1991 if same condition as described in footnote 1 is met.

<sup>3</sup> Applicant may complete planning/zoning process and even commence construction on this prior to beginning year of Stage III but would prohibit occupancy until road improvements described in footnote 1 are completed.

<sup>4</sup> Applicant may complete planning/zoning process and even complete construction of the retail component (as hereinafter allowed) prior to the beginning year of Stage II. Commencement of operation of retail would not commence until road improvements described in footnote 1 are completed. Applicant can build Stage III at same time as Stage II if applicant satisfies, at time of SDP approval of Stage II retail, condition pertaining to market viability of 425,000 square feet stated elsewhere in this Order.

<sup>5</sup> 100,000 square feet of the total office space shall be located within Parcel 9 or deleted from the total office space of the Bowie New Town Center.

19. The payment of \$100,000 to the City of Bowie for public benefit features which may include a community building, or other such uses to serve the Allen Pond Park area.
20. The 110 unit congregate care structure proposed on Parcel 18 shall be a minimum of four (4) stories tall.
21. The Cfty will establish a special taxing district, to **initially include** the Bowie New Town Center and adjacent Clagett properties now owned by the applicant, for the purpose of **funding a share-a-ride** (carpool) program and a shuttle bus (**vanpool**) program. The district will be expanded as other **development projects in the Bowie area** are reviewed for approval or petition to be added to the district. (It is not intended that the Bowie New Town Center and Clagett properties will be taxed, nor could they be **taxed**, to sustain the complete financial burden for **establishment** of these programs.)

The **district** will be established as soon as possible. It will allow for assessments against both **land and improvements**. The tax on land shall not initially exceed \$0.25 per \$100.00 of assessable **valuation** (this is the same term as utilized by the State Supervisor of **Assessments and Taxation** in calculating real property taxes). It is anticipated the share-a-ride program should be commenced by July 1987. At that time, the tax rate shall be set not to exceed **115%** of budgeted expenses for that program. The budget and **tax rate** may be revised annually. To provide for the estimated **initial** year's funding, it may be **necessary** for the applicant to prepay, and the applicant shall in such event prepay special district taxes up to a maximum of \$64,000.00. There may be a **need** to establish a special trust fund account, as other properties are added to the district, for the deposit of funds that are needed for expansion of these **TSM** methods. It is contemplated that a nominal fee **will** be established for the users of the shuttle buses.

The **shuttle bus system** has as its goal to provide **commuter** service between the Bowie New Town Center and the New Carrollton METRO station. The **initial** bus (**approximately 20** passenger capacity) shall **commence operation** before a use and occupancy certificate for the **661st** dwelling unit in the Bowie New Town Center is issued. A second bus shall be put into **service** before a use and occupancy certificate is issued for the **1,061st** dwelling unit in the Bowie New Town Center.

The final details of the establishment of these programs and the district shall be developed by representatives of the City in **consultation** with the applicant except that the provisions contained herein shall be included in the final details **unless** the parties agree otherwise. As a general **guideline**, after the amount of development that could be ~~accomplished~~ without these **TSM** measures has occurred (as itemized in the City Planning Staff's report concerning this application), the following ratio shall be used to determine the need for further shuttle buses: 1 shuttle bus for every 400 dwelling units, or 1 shuttle bus for every 100,000 square feet of commercial office or retail **space**, whichever is greater, **saving** and excepting from the application of this formula the Bowie New Town Center and the first 250,000 square feet of building space on the **Clagett** property which is provided for herein.

**SPECIFIC DESIGN PLAN CONSIDERATIONS**

1. To present a more **aesthetic** and useful parking area for Parcel 9, the **applicant** shall consider redesigning the proposed parking lot at **SDP**.
2. On Parcel 18, adequate parking shall be provided for on **site** for development of the **housing** of the elderly. **This** parking shall not reduce the amount of green space **as** shown on the approved **Basic Plan**.
3. The mature stand of trees at the **intersection** of Maryland **Relocated** 197 and Northvlew Drive shall be preserved to create a 'gateway effect' and screen parking. However, the developer will not be held **responsible** for **replacing** trees within the **right-of-way**. Proper **precautions** shall be taken by the developer including, but not **limited** to, **signage**.
4. The **applicant** will **petition** the State **Highway Administration** to **install** a **landscaped median** in Relocated Route 197 as **part** of the State's construction of that **highway**. The **applicant** will design Evergreen Parkway, with a **landscaped median**, **as** a City of **Bowie** road and **in accord** with the **City's** standards.
5. The **applicant** shall enter **into** covenants with the City of Bowie to **organize** a **Committee** in which the City will be represented to review **architectural** design of the project prior to **SDP**. Such a **committee** shall **include** the City and a **representative** of both the Northvlew and Heather **Hills areas**.
6. A **floodplain** study shall be approved by the **Prince George's County Department of Public Works and Transportation** prior to approval of any **SDP**.
7. A conceptual **stormwater** management **plan** for the **entire site** including the lake shall be approved by the City of **Bowie** prior to approval of any **SDP**.
8. All buildings and parking lots shall **either** be located a **minimum** of 100 feet from the mean **high** water **lake** elevation or shall demonstrate that **site design** elements such as berms, walls, **landscaping**, etc., **sufficiently** protect and promote **public** access around the lake.
9. The developer, **his** successors and/or **assigns**, shall execute and record a **formal** agreement to provide **all** **said recreational** facilities, prior to the **submittal** of the **first** record plat. The **Recreational Facilities Agreement** shall clearly delineate the facilities to be constructed within **individual** parcels. **Appropriate time** frames for the construction of **on-site** and **off-site** facilities will be **agreed** to at **this** time, and **incorporated** into the recreation facilities agreement.
10. **The developer, his** successors and/or **assigns**, shall **submit** performance bonds or other **suitable** financial guarantees within two weeks prior to **applying** for building **permits**. **Said** financial guarantee is to cover the cost of **constructing** the **facilities** provided for **in** that parcel, or facilities **in** accordance with the recorded recreation **facilities** agreement.
11. Land to be conveyed to a Homeowners' **Association** is subject to the following **conditions**:
  - a. The **conveyance** to a Homeowners' **Association** by

**special** warranty deed of the acreage, to be submitted at time of record plat approval (executed but **with** plat references to be blank). Following completion of the blanks subsequent to plat **recordation** and establishment of a tax account for the pertinent acreage, a **receipt showing** payment of all outstanding tax **bills** on the **dedicated** property shall be delivered by the applicant.

- b. The **subdivider, his** successors and/or assigns, shall **satisfy** the Planning Board that there are adequate **provisions** to assure **retention** and **maintenance** of open space.
  - c. The conveyed open space shall not suffer the **disposition** of construction materials, soil **filling**, discarded plant materials, or refuse of **similar waste** matter and all man-made debris shall be removed from land to be conveyed, and all disturbed areas shall have a full stand of grass at any **time** a phase, **section**, or the entire project is completed.
  - d. The subdivider, **his** successors and/or **assigns** shall not **disturb** in any way the land without expressed **written** consent of the Department of Parks and Recreation of the **M-NCPPC**.
  - e. The subdivider, his successor and/or assigns shall work with the Park and Recreation Planning and Research **Division** and the Design and **Engineering** Division sections to develop storm drain **outfalls** that will not adversely affect land owned by, or to be **dedicated** to the **M-NCPPC** or conveyed to a Homeowners' **Association**.
12. The developer, his successors and/or assigns, shall satisfy the **Planning** Board that there are adequate **provisions** to assure retention and all future **maintenance** of the proposed **recreational facilities** on-site prior to final plat.
  13. The **lake/stormwater** management facility shall be constructed in **accordance with** the City of **Bowie's** requirements. The City shall **approve** the plans for the lake and **associated facilities** at **SDP** for Parcels 12 or 16 or at time of the **SWM** facility **construction**, whichever is earlier, using the Department of Parks and Recreation **guidelines**.
  14. The applicant shall develop a general master plan for the design of the office component of the **Bowie** New Town Center. This master plan will be presented to the City of **Bowie** and will, in its **final** form, become the basis for all **Specific** Design Plan **submittals** as to **office** development. At such **times** as the ~~subdivider~~ joint venturer or partner is **engaged** for the retail component of the Town Center, a general master plan as to its **design will** also be prepared by the applicant and, when in **final form**, shall become the basis for the **Specific** Design Plan-

Ordered this 12th day of May, 1986,

by the **following** vote:

**In Favor:** Council Members Amonett, Bell, Castaldi, Casula, Cioria, Herl, Mills, Pemberton, and Wilson

**Opposed:**