

City of Takoma Park, Maryland

Office of the City Council

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March 1, 2016

The Honorable Anwer Hasan, Chair
Maryland Higher Education Commission
6 N Liberty Street
Baltimore, MD 21201

Dear Mr. Hasan,

We are writing to urge the Commission to postpone consideration of the 2013 – 2023 Montgomery College Facilities Master Plan until the required local stakeholder and municipal government consultation takes place, and the Plan is revised as appropriate based on that consultation.

The Takoma Park-Silver Spring campus of Montgomery College is an important part of the Takoma Park community, both as an educational institution and as part of our physical landscape. Some of the land owned by the college is intertwined with a residential community of single-family homes in Takoma Park and Silver Spring and some of the land is along Metro train tracks and a commercial section of Georgia Avenue in Silver Spring. A portion of the residential area in the North Takoma neighborhood is in the Takoma Park Historic District. The Georgia Avenue section is at the gateway to Maryland from Washington, D.C. and is also a gateway to the Takoma Park and Silver Spring communities.

Because changes to the Montgomery College campus can have significant impacts on the greater Takoma Park community, it is important that the College, in its role as a neighbor, work with the residents and local jurisdictions in developing a long range vision of the campus, a vision that would then become part of the Facilities Master Plans that are required to be filed with the State. Besides being the right and neighborly thing to do, Montgomery College is legally required to consult with the community and local jurisdictions.

The College is a signatory to a 2002 Agreement (a copy of which is attached) with the City of Takoma Park; Montgomery County; and the non-profit organization Historic Takoma, Inc., which legally requires the College to “consult with the City... and the local community when making any major or substantial changes or alterations to the existing structures designated” in the Agreement (which includes most of the College buildings in the North Takoma neighborhood). The Agreement also specifies that this consultation “will occur at the earliest

practicable stage during the planning for any alteration, construction, or revitalization of the exterior of the existing buildings.”

This consultation did not occur with the Facilities Master Plan. There were two poorly publicized public meetings where no written information and few details about the Plan were provided. There was otherwise no outreach to the City of Takoma Park. Largely as a result of this failure to appropriately consult the community, the version of the Plan transmitted to MHEC calls for all new construction and renovation on the Takoma Park/Silver Spring campus to take place in the portion of the campus adjacent to the residential neighborhood, with no proposed building activity closer to the railroad tracks or Georgia Avenue, where larger buildings are more appropriate. The College previously pledged to focus future expansion toward the Georgia Avenue area.

The City and its residents appreciate the College’s important educational mission -- we consider Montgomery College a valuable community partner and a vital resource for lower income students. The Council and residents understand that it is necessary for the College to upgrade its facilities over time. Had there been the type of consultation legally required under the 2002 Agreement, options for meeting the facility needs of the college could have been put forward that more appropriately balance development between the residential and commercial areas.

Unfortunately, it appears there was never an intent to undertake true community consultation. When the schedule for the Master Plan was announced late last summer, the lack of sufficient time for consultation was evident. The final public meeting was set for mid-December, followed by an almost immediate referral to the College’s Board of Directors, which would vote on January 25 (a date that was ultimately delayed a week because of the snowstorm). Only after the Board voted would details become public, followed by referral within a week to MHEC.

That unduly compressed timetable meant that Takoma Park was unable to comment knowledgeably about the Master Plan until after all the Plan details were finalized. Because of the City’s concern about this schedule, in October the City Council adopted a resolution protesting the College’s “non-accommodation of adequate public comment” and urging “modification of the schedule and process to allow for timely, informed community input once the College has a draft proposal for discussion.” A copy of the resolution is attached.

Regrettably, the College chose not to provide a “draft proposal for discussion.” And, with virtually no pertinent details available even in December when the Plan went to the Board, our Mayor asked MC’s Takoma Park-Silver Spring Provost Brad Stewart to make a presentation to the City Council on the Plan. She renewed that request in January and Mr. Stewart appeared before the Council on January 20, with no written material provided and few details revealed in the presentation. A member of the Takoma Park City Council presented testimony at the Montgomery College Board Meeting on February 1 requesting the Board to postpone its vote

on the Master Plan, but the Board approved the Plan without dissent. The full Master Plan was made public two days later.

In addition to only being made fully aware of the plan to build exclusively within the residential neighborhood portion of the campus after the Board's approval of the Master Plan, the City also just recently learned that in June the college will be closing its day care facility in the North Takoma neighborhood. This day care facility has provided an important service for college employees, students and residents.

The Facilities Master Plan's approach to construction is inappropriate for a campus that is partially located in a residential area (all the nearby Takoma Park homes are in the historic district). The Plan calls for replacing most of the major College buildings currently located in the residential area with larger structures in the same area. This will cause construction related disturbances for many years, and ultimately threaten the integrity of the residential areas.

It is not necessary to focus all new construction in the part of the campus in the residential neighborhood, because the College owns space on Georgia Avenue, where construction could occur, in line with previous Montgomery College pledges to expand the campus toward Silver Spring. And, there are properties on Fenton Street -- better suited for college buildings -- that could be purchased. We would like to see a commitment towards this expansion. Rather than pointing out problems with an inappropriately designed facilities plan, we could be supporting the expansion of this valued institution. Unfortunately, there has been no meaningful chance to explore these alternatives because of the lack of consultation with residents and the City, owing to the constricted Master Plan review schedule.

The Plan states that residents "insist that the College shift all development to the Silver Spring side of Campus, or acquire new properties along Fenton Street and locate College programs there." In reality, the City of Takoma Park and the neighborhood residents recognize that renovation of the existing campus will be needed over time. What has not been discussed through a constructive planning process is how that should best be done and the extent to which more intensive uses could be focused closer to the railroad tracks and Georgia Avenue. We understand that the Master Plan doesn't require every proposal it includes to actually move forward. But options not in the Plan will almost certainly not be undertaken, and we share the distress felt by the residents near the college that this Plan only proposes to build much larger versions of existing structures in more or less the same locations in their neighborhood.

Again, we urge MHEC to reject the Montgomery College Facilities Master Plan (at least as it applies to the Takoma Park-Silver Spring campus), and to require the College to undertake a genuine community consultation process -- as required under the 2002 Agreement -- before the Plan is considered.

Thank you for your consideration of this request. We would be pleased to answer any questions or provide additional information.

Sincerely,

The Honorable Kate Stewart, Mayor
The Honorable Peter Kovar, Ward 1 Councilmember
The Honorable Tim Male, Ward 2 Councilmember
The Honorable Rizzy A. Qureshi, Ward 3 Councilmember
The Honorable Terry J. Seamens, Ward 4 Councilmember
The Honorable Jarrett K. Smith, Ward 5 Councilmember
The Honorable Frederick L. Schultz, Ward 6 Councilmember

cc: The Maryland Higher Education Commission
The Honorable Jamie B. Raskin
The Honorable Sheila Hixson
The Honorable Will Smith
The Honorable David Moon
The Honorable Isiah Leggett
Montgomery County Council
Dr. DeRionne P. Pollard, President, Montgomery College
Dr. Brad J. Stewart, Provost, Montgomery College Takoma Park-Silver Spring Campus
Ms. Gwen Wright, Montgomery County Planning Department
Ms. Lorraine Pearsall, Historic Takoma, Inc.

/enclosures/

- a) 2002 Agreement: City of Takoma Park, Montgomery College,
Montgomery County, and Historic Takoma
- b) Resolution 2015-57

AGREEMENT

THIS AGREEMENT, made this 20th day of July, 2002, by and between the BOARD OF COMMUNITY COLLEGE TRUSTEES OF MONTGOMERY COUNTY (hereinafter referred to as "Montgomery College"), the CITY OF TAKOMA PARK, MARYLAND (hereinafter referred to as "City"), HISTORIC TAKOMA, INC. (hereinafter referred to as "Historic Takoma"), and MONTGOMERY COUNTY, MARYLAND (hereinafter referred to as "Montgomery County"),

WITNESSETH:

WHEREAS, Montgomery College is a community college which is responsible for operating community college facilities in Montgomery County, including the City of Takoma Park and areas of Silver Spring, Maryland; and

WHEREAS, the City of Takoma Park is a municipality located in Montgomery County, Maryland; and

WHEREAS, Historic Takoma is an historic preservation organization which is incorporated and does business in the State of Maryland and the District of Columbia; and

WHEREAS, Montgomery County is a charter county of the State of Maryland and administers the Montgomery County Historic Preservation Ordinance, Montgomery County Code, as amended, Chapter 24A; and

WHEREAS, there was friction in the past between the College and the City of Takoma Park with respect to historic structures within the City of Takoma Park, and the City of Takoma Park and the College wish to avoid such friction in the future and continue their good and unique relationship; and

WHEREAS, to maintain their collaborative relationship, the parties wish to enter into an Agreement whereby Montgomery College voluntarily agrees under these unique circumstances to submit any and all plans for proposed development in the current or future historic preservation district in the City of Takoma Park, as further defined and delineated below, for review by the Montgomery County Historic Preservation Commission and further agrees to be subject to the provisions of the Montgomery County Code, Chapter 24A, for this development and proposed construction.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants hereinafter contained, the parties hereto do agree, each with the other, as follows:

1. Montgomery College hereby agrees to submit any and all plans for proposed development in the current or future historic preservation district in the City of Takoma Park as now constituted in the City of Takoma Park or henceforth expanded, saving and excepting property now owned by Montgomery College as depicted on Attachment B that is not in the Takoma Park historic district as it is presently defined¹; Montgomery College further agrees to be subject to the provisions of the Montgomery County Code, Chapter 24A, Historic Preservation Ordinance, for all activities henceforth proposed to be conducted by Montgomery College in the historic preservation district of the City of Takoma Park as now constituted in the City of Takoma Park or henceforth expanded, saving and excepting property now owned by Montgomery College as depicted on Attachment B that is not in the Takoma Park historic district as it is presently defined.²

2. Montgomery College agrees to seek and obtain all local permit review within the designated historic district, including but not exclusive to building permits,

¹ NOTE: The property that is presently used by Montgomery College as a child care facility is in the Takoma Park historic district and will be subject to the local historic preservation provisions under this agreement.

² NOTE: The property that is presently used by Montgomery College as a child care facility is in the Takoma Park historic District and will be subject to the local historic preservation provisions under this agreement.

plumbing permits, electrical permits, Fire Code permits, subdivision review, zoning applications, and demolition permits. Such permit review does not alter past and current practices of Montgomery College to be subject to other municipal regulations – such as forestation (trees), police, curb cuts and other regulations in the municipal rights of way, and stormwater management.

3. Montgomery College agrees that it shall consult with the City of Takoma Park and the local community when making any major or substantial changes or alterations to the existing structures designated on Appendix B(“Existing Structures”).

4. The parties agree that this consultation envisioned in the prior paragraph will occur at the earliest practicable stage during the planning for any alteration, construction, or revitalization of the exterior of the existing buildings.

5. The parties agree that they have the authority to enter into this Agreement and to bind all entities in perpetuity for this Agreement.

6. The parties agree that this document may be recorded in the miscellaneous records of Montgomery County, and the City of Takoma Park may publish this agreement as part of or as an appendix to the City Code.

7. If any of the provisions of this Agreement are declared to be invalid by a Court of law, all other provisions shall remain in full force and effect.

8. If any parties fails to fulfill their obligation hereunder, any party to this agreement shall have the right to sue to enforce the terms of this agreement. The breaching party agrees to pay reasonable attorney fees and costs incurred by the other party in the event a final judgment is obtained against the breaching party.

9. Notwithstanding anything contained in this Agreement to the contrary, by entering into this Agreement, Montgomery College does not waive any position that it may take with respect to the jurisdiction of the Montgomery County Historic Preservation Commission to review the activities of Montgomery College or issues of compliance with

or the applicability of the provisions of Chapter 24A, Montgomery County Code, except with respect to activities addressed specifically by this Agreement.

10. Each party shall at any time and from time to time hereafter take any and all steps to execute, acknowledge and deliver to the other party all further instruments and assurances that the other party may reasonably require for the purposes of giving full force and effect to the provisions of this Agreement.

11. The parties have incorporated in this Agreement their entire understanding. No oral statement or prior written matter extrinsic to this Agreement shall have any force or effect. The parties are not relying on any representation or warranties other than those expressly set forth herein.

12. No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

13. Each party hereto declares that they have had independent legal advice by counsel of their own selection or the opportunity to obtain the same; that each fully understands the facts and has been fully informed of all legal rights and liabilities and the advisability of obtaining independent legal counsel; that after such advice and knowledge, each believes the Agreement to be fair and reasonable. This Agreement contains the entire understanding of the parties. There are no representations, warranties, promises, covenants or undertakings other than those expressly set forth herein.

14. This Agreement shall be binding on the parties hereto, their successors in interest and assigns. This Agreement shall be construed under the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

BOARD OF COMMUNITY COLLEGE
TRUSTEES OF MONTGOMERY COUNTY

By: William E. Campbell

CITY OF TAKOMA PARK, MARYLAND

By: Kathryn H. Porter

HISTORIC TAKOMA, INC.

By: Lorraine Russell

MONTGOMERY COUNTY, MARYLAND

By: William M. Mooney, Jr.

William M. Mooney, Jr.

Assistant Chief Administrative
Officer

APPROVED AS TO FORM AND LEGALITY
OFFICE OF COUNTY ATTORNEY

BY Gileen J. Berman

DATE 7/26/2002

STATE OF MARYLAND

SS:

COUNTY OF MONTGOMERY

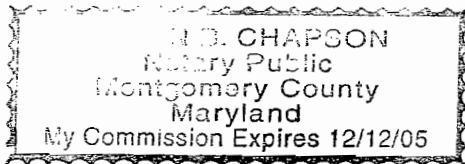
I HEREBY CERTIFY that on this 24th day of July, 2002, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William K Campbell EV of the Board of Community College Trustees of Montgomery County, who is authorized to execute this document on behalf of said entity, and who made oath in due form of law that he executed the foregoing Agreement on behalf of the Board of Community College Trustees of Montgomery County for the purposes stated therein.

AS WITNESS my hand and Notarial Seal.

Allen B. Chapson

Notary Public

My Commission expires:



STATE OF MARYLAND

SS:

COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on this 23rd day of July, 2002, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Kathryn H. Porter, Mayor of the City of Takoma Park, Maryland, who is authorized to execute this document on behalf of said entity, and who made oath in due form of law that she executed the foregoing Agreement on behalf of the City of Takoma Park, Maryland, for the purposes stated therein.

AS WITNESS my hand and Notarial Seal.

Jessie Carpenter
Notary Public

My Commission expires: 10-01-04

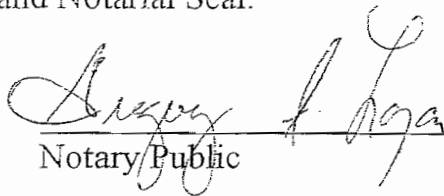
STATE OF MARYLAND

SS:

COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on this 22nd day of July, 2002, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LORAINE J. KEARSALL, PRESIDENT of Historic Takoma, Inc., who is authorized to execute this document on behalf of said entity, and who made oath in due form of law that she executed the foregoing Agreement on behalf of the Historic Takoma, Inc. for the purposes stated therein.

AS WITNESS my hand and Notarial Seal.


Notary Public

My Commission expires:

STATE OF MARYLAND

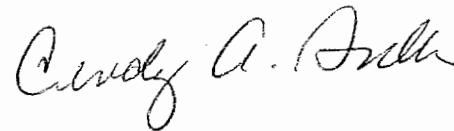
SS:

COUNTY OF MONTGOMERY

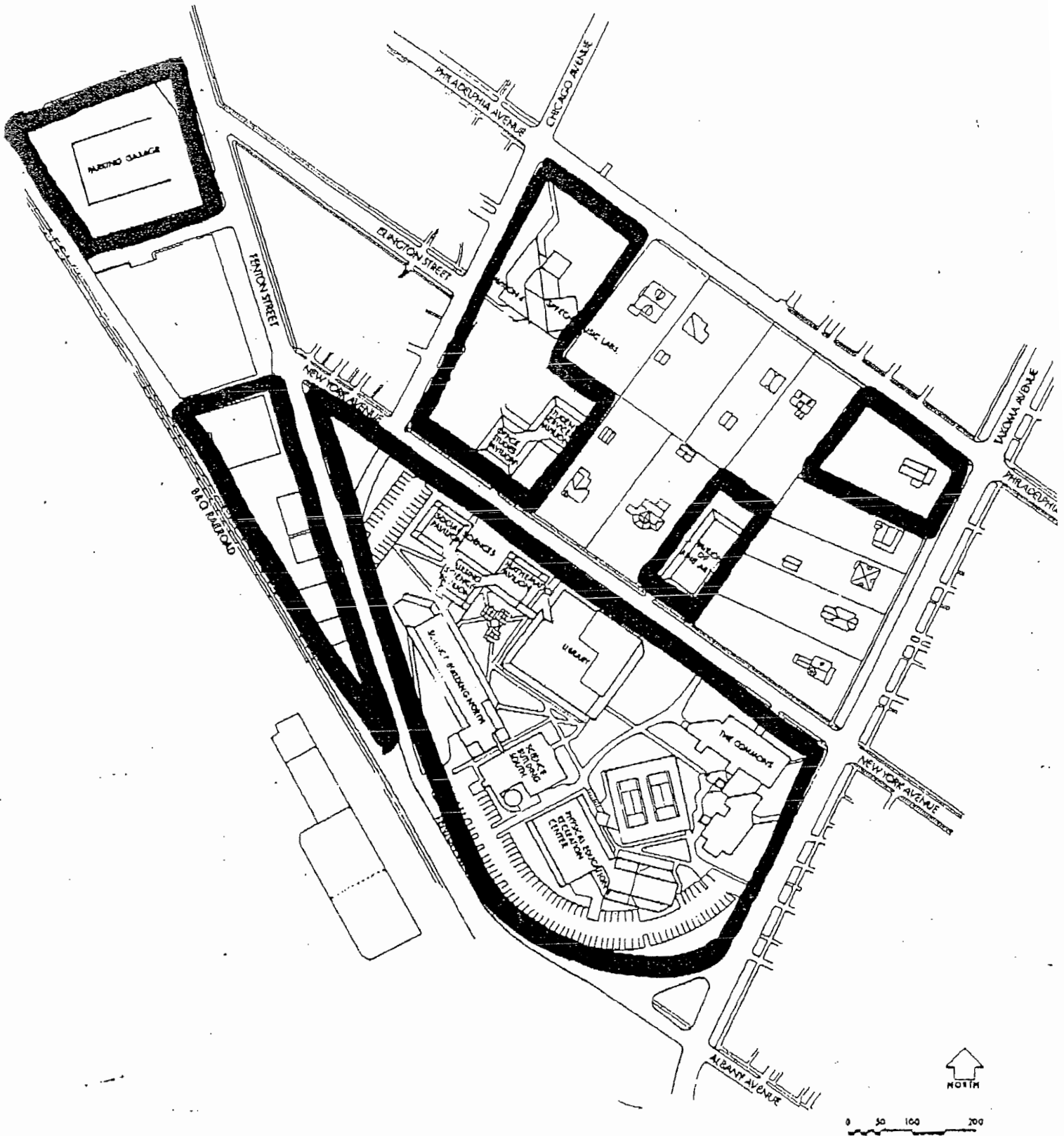
I HEREBY CERTIFY that on this 31 day of July, 2002, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William M. Moran, Jr. Asst. CAO of Montgomery County, Maryland, who is authorized to execute this document on behalf of said entity, and who made oath in due form of law that he ^{as Assistant CAO} executed the foregoing Agreement on behalf of the Montgomery County, Maryland for the purposes stated therein.

AS WITNESS my hand and Notarial Seal.

Notary Public



My Commission expires:
CINDY A. SULLIVAN
Notary Public
State of Maryland
My Commission Expires
January 1, 2004



MONTGOMERY COLLEGE TAKOMA PARK CAMPUS · SITE PLAN
 MASTER PLAN

SKIDMORE OWINGS & MERRILL UPDATED MASTER PLAN FEB. 10, 1979

APPENDIX B

Introduced by: Councilmember Grimes

**CITY OF TAKOMA PARK, MARYLAND
RESOLUTION 2015-57**

**PROVIDING COMMENT ON THE PROPOSED MONTGOMERY COLLEGE TAKOMA
PARK/ SILVER SPRING 2016 – 2026 FACILITIES MASTER PLAN**

- WHEREAS, Montgomery College (the “College”), founded in 1946, is Maryland’s oldest community college with three campuses, the first of which was established in 1950 and lies in part within the 1976 Takoma Park National Register Historic District; and
- WHEREAS, the Takoma Park/Silver Spring campus is distinct from the other campuses because of its residential setting, compact site, its location partially within the 1976 Takoma Park National Register Historic District and its proximity and adjacency to residences both within the Takoma Park National Register Historic District as well as the local Montgomery County Takoma Park Historic District; and
- WHEREAS, the College is in the process of updating its Facilities Master Plan, which is intended to serve as a framework for the development of each of the College’s campuses in a manner that is cohesive, integrated, and visionary while addressing the individual campuses’ space usage and academic and administrative requirements; and
- WHEREAS, the College, on September 10, 2015, presented to the City and community members a Facilities Master Plan update schedule with a highly compressed timeline: Staff would perform analysis and develop concept alternatives in the period September 7 to November 30; present “final reports” in community meetings December 8-10, 2015; present to the Board of Trustees on December 14; and Board of Trustees approval in a January 25, 2016 vote; and forward the approved Facilities Master Plan to the Maryland Higher Education Commission, as required by law, by February 1, 2016; and
- WHEREAS, the College has made no provisions for formal public comment on the proposed Facilities Master Plan, nor for College response to City or public comment, contrary to customary and best practices for a public entity in the development of a public document, and has averred that the Facilities Master Plan is exempt from Mandatory Referral to The Maryland - National Capital Park and Planning Commission, which would entail a 60-day review period; and
- WHEREAS, the general counsel of the Montgomery County Planning Department has communicated to Montgomery College that the department believe Mandatory Referral is required, despite contrary Montgomery College assertions; and
- WHEREAS, the City of Takoma Park believes that public entities developing public documents – including Montgomery College in developing the Facilities Master Plan update – should provide adequate opportunity for public input; and,
- WHEREAS, to accommodate the College’s expansion needs, beginning in 2000, the Montgomery

County Executive, the Montgomery County Council, and the Montgomery County Planning Board agreed and financed a policy of westward expansion of College facilities and a “shift of uses from the east campus to the Georgia Avenue campus;” and

WHEREAS, both the County and the City, through their actions, have recognized the limited expansion potential of the Takoma Park core campus and wish to identify opportunities for sustainable short-term and long-term growth and expansion of the College in Silver Spring; and

WHEREAS, the Montgomery College Foundation owns a developable parcel on Burlington Avenue in Silver Spring, and the College could explore acquisition of significant commercial parcels along Fenton Street, south of Route 410 and immediately adjacent to existing College facilities, in Silver Spring, for new construction; and

WHEREAS, the Takoma Park Master Plan, adopted in December 2000 recommends “maintaining compatibility with adjacent residential communities” and providing pedestrian and bike linkages as the College expands; and

WHEREAS, the Montgomery College 2006-2016 Facilities Master Plan Update 09-27-10 states, “Most projects require the demolition of existing obsolete structures... include[ing] the existing Science North and Science South buildings,” and the College has suggested that these plans, which have not yet been executed, will be carried over into the 2016-2026 Facilities Master Plan Update; and

WHEREAS, the City of Takoma Park is particularly concerned about scale, massing, and design of renovated and reconstructed buildings, including particularly the Science North and Science South buildings.; and

WHEREAS, the City is pleased with the engagement that the City and the College ultimately arrived at in the redesign of Pavilion 3, particularly regarding scale and massing, but notes with disappointment that the building was subsequently built higher than planned with no notice to the city or community; and

WHEREAS the City passed Resolution 2008-62: “Providing Comment on the Proposed Montgomery College Takoma Park/Silver Spring 2006 – 2016 Facilities Master Plan” and wishes to provide guidance – lacking a proposed 2016-2026 Facilities Master Plan Update to comment on – on elements the City seeks for inclusion in the 2016-2026 update.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TAKOMA PARK, MARYLAND THAT the following comments reflect the Council’s position on the development of the College’s 2016- 2026 Facilities Master Plan Update.

Section 1. The Council recognizes the great value the College has for the community and is committed to working constructively and cooperatively with the College in identifying short and long-term solutions to its expansion needs.

- Section 2. The Council supports redevelopment of the Takoma Park campus and the use of design guidelines and massing standards which reflect and preserve the architectural integrity and residential character and scale of the adjoining neighborhood and historic districts.
- Section 3. The City asks that Fenton Avenue remain open for motor vehicle traffic for the duration of any constructions activities.
- Section 4. The Council continues to advocate for the expansion of the Takoma Park/Silver Spring campus into South Silver Spring along Georgia and Burlington Avenues and calls for College acquisition of real-estate parcels along Fenton Avenue, south of Route 410, and use of the Burlington Avenue parcel owned by the Montgomery College Foundation, for any construction whose size, massing, or design is not compatible with those of buildings to be renovated, rebuilt, or replaced, and for any uses that are not safe and compatible for location in College buildings in, adjacent to, or near residences.
- Section 5. The Council applauds the College's commitment to sustainability and LEED certification and endorses the College's efforts to develop a pedestrian and bicycling oriented campus and streetscape along New York Avenue and Fenton Street and to create attractive and environmentally sensitive linkages between the campus and Takoma Park, South Silver Spring, and Fenton Village.
- Section 6. The Council protests the College's non-accommodation of adequate public comment and urges modification of the schedule and process to allow for timely, informed community input once the College has a draft proposal for discussion.
- Section 7. The Council reminds Montgomery College of the importance of full and timely College compliance with the 2002 Agreement Between the City of Takoma Park, Montgomery College, Historic Takoma, Inc. and Montgomery County to Subject the Activities of Montgomery College in the Historic Preservation District of the City to Local Control.
- Section 8. The City looks forward to working in partnership with the College in encouraging and promoting the use of alternative forms of transportation such as transit, shuttles and bicycling through appropriate policies and infrastructure improvements.

Adopted this 12th day of October, 2015.

Attest:


Jessie Carpenter, CMC
City Clerk