

Mayor Tracey Furman

**Council Member Darin Bartram
Council Member Nate Engle**



**Council Member Conor Crimmins
Council Member Bridget Hill-Zayat**

Released: August 7, 2020

**Monday, August 10, 2020
Town Council Meeting, 7:00 pm**

The Town Council Meeting will be held through the Zoom Video Conferencing application. We recommend downloading the Zoom app prior to the meeting at the following link: www.zoom.us

The Council Meeting will begin at 7:00 pm and access to the meeting will be through the following Zoom Video Conferencing link:

<https://us02web.zoom.us/j/89213760309?pwd=d0k0MGIiNW9POVF3cHB3M2psU2djZz09>

Meeting ID: 892 1376 0309

Password: 488987

Or you may join the meeting by calling: +1 301 715 8592 US (Germantown); +1 929 436 2866 US (New York); +1 312 626 6799 US (Chicago); +1 253 215 8782 US (Tacoma); +1 346 248 7799 US (Houston); +1 669 900 6833 US (San Jose) and entering the Meeting ID and Password above.

CALL TO ORDER

MOMENT OF SILENCE

APPROVAL OF MINUTES

Town Organizational Meeting Minutes of July 13, 2020

Town Council Meeting Minutes of July 13, 2020

FROM THE MAYOR AND TOWN COUNCIL

1. Council Work Session – Update from the Council Work Session with Montgomery County Department of Transportation (MCDOT) and the State Highway Administration (SHA), to discuss traffic and pedestrian safety along the 3900 and 4000 block of Knowles Avenue (MD 547).

**Town of Kensington 3710 Mitchell Street Kensington, MD 20895
Phone 301.949.2424 Fax 301.949.4925
www.tok.md.gov**

2. Town Election Sub-Committee – Update and discussion on the proposed Town Election options and revisions.
3. Thrive Montgomery 2050 – Discussion of Montgomery Planning’s Technical Advisory Group Presentation – Draft Vision, Goals, Policies and Actions plan.
4. Ethics Commission Report – Update from the Ethics Committee on their July 31 and August 7 meetings.

FROM THE TOWN MANAGER AND STAFF

PUBLIC APPEARANCES

(The public is invited to speak on any subject that is not a topic on tonight’s agenda)

ORDINANCES, RESOLUTIONS, AND REGULATIONS

(Ordinances, resolutions, and regulations to be introduced or adopted following appropriate procedures required by the Town Code; or resolutions that may require discussion by the Mayor and Council prior to approval)

1. **Resolution No. R-07-2020** – A Resolution to Accept a Contribution from Knowles Manor Senior Housing, LLC, to Supplement Traffic and Parking Enforcement.

ADJOURNMENT

(The Mayor and Council may move to close the meeting and may move to reopen the meeting)

THE NEXT SCHEDULED MEETING(S) OF THE MAYOR AND TOWN COUNCIL WILL BE HELD:

Monday, September 14, 2020, 7:00 pm

Resolution No. R-07-2020
Adopted:

SUBJECT: A Resolution of the Mayor and Town Council of Kensington to Accept a Contribution from Knowles Manor Senior Housing, LLC, to Supplement Traffic and Parking Enforcement

Whereas, Knowles Manor Senior Housing, LLC ("Knowles Manor") is the owner of 3906 and 3910 Knowles Avenue ("Property") and applied for preliminary plan no. 120190140 and site plan no. 820190080 to allow the construction of a senior housing project within the Town ("Project"); and

Whereas, a group of residents, known collectively as "Neighbors for an Improved Kensington" raised various issues with Knowles Manor about the Project; and

Whereas, the Neighbors for an Improved Kensington and Knowles Manor reached a Settlement Agreement to resolve the issues, a copy of which is attached as Exhibit A; and

Whereas, the Settlement Agreement contains a provision whereby the Town may receive a donation of \$100,000.00 ("Contribution") from Knowles Manor upon approval of a resolution stating the Town's willingness to accept the Contribution and use it to supplement traffic and parking enforcement; and

Whereas, the Mayor and Council have determined that is in the public interest to accept the Contribution to supplement traffic and parking enforcement.

Now Therefore Be It Resolved by the Mayor and Town Council of Kensington that the acceptance of a Contribution in the amount of \$100,000 from Knowles Manor, subject to the Contribution being used to supplement traffic and parking enforcement, be and it is hereby approved; and it is further

Resolved, that the Town will maintain a separate accounting for the Contribution, to and until the time that it is entirely spent for the approved purposes.

Adopted by the Town Council this 10th day of August, 2020.

Effective this 10th day of August, 2020.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement"), is entered into by and between Knowles Manor Senior Housing LLC ("Knowles Manor") and Neighbors for an Improved Kensington, Al Carr, Jim Cooper, Nathan Engle, Molly Hauck, Ruth Hoffman, Doug Lynott, Jennifer Loukissas, Jill McCrory, Seaborn McCrory, Jackie Pickard, Peter Pickard, and Pamela Smith (collectively, the "Neighbors") (Knowles Manor and Neighbors are collectively the "Parties"), and made effective as of this 12th day of January 2020.

WITNESSETH:

WHEREAS, on February 11, 2019, Knowles Manor submitted Site Plan Application No. 820190080 ("Site Plan") and Preliminary Plan Application No. 120190140 ("Preliminary Plan") (collectively, the "Plans") contemplating redevelopment of certain property generally located at 3906 and 3910 Knowles Avenue in Kensington, Maryland ("Property"); and

WHEREAS, the Montgomery County Planning Board ("Board") considered the Plans at a hearing held on July 11, 2019, at which hearing a number of the Neighbors appeared in opposition as parties of record; and

WHEREAS, pursuant to the terms of Board Resolution No. 19-101 pertaining to the Preliminary Plan, and Board Resolution No. 19-102 pertaining to the Site Plan, both issued on July 30, 2019, the Board approved the Plans; and

WHEREAS, the approved Plans permit redevelopment of the Property with an approximately 94 unit senior housing facility with structured parking and a maximum height of sixty (60) feet ("Project"); and

WHEREAS, on August 29, 2019, Neighbors filed with the Circuit Court for Montgomery County, Maryland ("Circuit Court") a Petition for Judicial Review ("Petition") of the Board's approval of the Plans; and

WHEREAS, on October 4, 2019, Knowles Manor filed its Response to the Petition with the Circuit Court; and

WHEREAS, Knowles Manor has not yet obtained certification of its Site Plan ("Certified Site Plan"), which certification is required prior to record plat and building permits for the Project; and

WHEREAS, subsequent to the filing of the Petition, Knowles Manor and Neighbors entered into discussions for the purposes of reaching an agreement that would dispose of the Petition; and

WHEREAS, the Parties desire to resolve all outstanding disputes related to the Plans and the Petition and to avoid the burdens, costs and risks of litigation associated with the Petition, and any other legal disputes, without any of the Parties admitting liability or fault;

NOW THEREFORE, in consideration of the foregoing, of the mutual obligations and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF THE PREAMBLES.** The preambles set forth above are incorporated herein and made a part of this Agreement.

2. **MUTUAL CONSIDERATION.** Knowles Manor agrees to pursue a Certified Site Plan that relocates the layby along Knowles Avenue eastward, so that it is centered along the Property's frontage and separated from the vehicular entrance to the Property, and commit to other requirements relating to parking and loading as described more fully in Paragraphs 3 and 4 below. In consideration for Knowles Manor's performance of the terms of this Agreement, Neighbors agree to support the approval of the Certified Site Plan, withdraw the Petition in accordance with this Agreement, and not pursue any other actions challenging the validity of the Plans. Neighbors also agree to refrain from any further appeals relating to the Project's Plans so long as they are consistent with the Certified Site Plan. Neighbors shall notify Knowles Manor directly regarding any issues they may have with regard to implementation of the Plans. Knowles Manor also agrees to notify Neighbors directly before filing any future amendments to the Plans.

3. **PROJECT COMMITMENTS.** In connection with the development of the Project, and in addition to fulfillment of the conditions of approval for both the Preliminary Plan and Site Plan, Knowles Manor further agrees to the following:

a. All on-site staff associated with the Project shall be required to park at off-site locations. No parking for staff will be provided on-site.

b. At least eight (8) parking spaces within the Project's garage will be reserved, via appropriate signage, for visitor use only.

c. As part of the construction plan and associated construction contracts for the Project, Knowles Manor will prohibit construction vehicles from blocking or otherwise occupying any travel lanes along Knowles Avenue between the hours of 3 p.m. and 8 p.m. on weekdays, except as allowed and required pursuant to the approved building plans and permits to construct improvements within the Knowles Avenue right-of-way, including, but not limited to, utilities and public improvements. Additionally, at no time shall construction vehicles be allowed to block or otherwise occupy any neighboring streets, including, but not limited to, Detrick Avenue and Warner Street.

d. Knowles Manor, through effective on-site management, will prevent vehicles from standing or parking along the eastbound lanes of the Property's Knowles Avenue frontage, outside of the Project's lay-by lane, at all times. Knowles Manor will also pursue the State Highway Administration's ("SHA") approval of "No Parking" signage to be installed by Knowles Manor along the entirety of the Property's frontage, including along the lay-by lane.

e. Knowles Manor will develop and enforce, through effective on-site management, a loading plan that incorporates, at a minimum, the following elements:

i. All vendors making or expected to make deliveries to the Property shall be informed both verbally and in writing of the business hours of the Project and hours during which the building will be accessible to receive deliveries.

ii. Knowles Manor's contracts with trash and recycling vendors shall require that such vendors access to the Project shall be strictly limited to the interior loading area.

iii. Any deliveries from vehicles illegally parked on the Property or along Knowles Avenue will be rejected and the associated delivery personnel denied access to the Project.

iv. On-site staff will report illegally parked vehicles to the appropriate authority and will cooperate to enforce any relevant parking laws.

v. Within the Project's parking structure, Knowles Manor will install and maintain a package concierge kiosk and require all package vendors, including, without limitation, Amazon and Fed-Ex, to make package deliveries to that kiosk.

4. **MONETARY CONTRIBUTION.** In addition to the foregoing, Knowles Manor shall pay into an escrow account the sum of one hundred thousand dollars (\$100,000.00) to be used for traffic and parking enforcement purposes within the Town of Kensington (the "Contribution"). Knowles Manor shall deliver the Contribution, in immediately available funds, to the escrow agent of its choosing upon the earlier of Knowles Manor's closing on the purchase of the Property, or August 1, 2021. The Contribution shall be nonrefundable to Knowles Manor and shall be released by the escrow agent to the Town of Kensington if and when the Town provides the escrow agent with a resolution stating its willingness to accept the Contribution and use it to supplement traffic and parking enforcement. If all or any part of the Contribution is not claimed within six (6) years of the date of its deposit in the escrow account, the remaining funds shall be released to an agreed-upon entity of the Montgomery County, Maryland government, with the intent that such funds be used for the planning, design, constructions and/ or operation of a community recreation center in Kensington.

5. **WITHDRAWAL OF PETITION.** Within five (5) business days of the certification of the Site Plan, as described in Section 2 above, Neighbors shall file with the Circuit Court a Notice of Withdrawal of the Petition. All costs of the Petition shall be the responsibility of Neighbors.

6. **EVENTS OF DEFAULT.** It shall be an Event of Default if any Party breaches any obligation required of it by this Agreement and does not cure said breach within five (5) business days of receipt of written notice of said breach. The Parties shall have all remedies available at law or in equity for an event of Default by the other Party, including, without limitation, injunctive relief and the right to recover actual damages, consequential damages, special damages, and attorney's fees and legal costs associated with the opposing party's Event of Default.

7. **MUTUAL RELEASE.** Knowles Manor and Neighbors ("Released Parties") release each other of and from any and all claims and causes of actions, demands, obligations, agreements, promises, liabilities, damages, costs and fees arising out of or relating to the Petition filed by Neighbors on August 29, 2019 with the Circuit Court for Montgomery County, Maryland for Judicial Review of the Board's approval of the Plans.

8. **INTEGRATION.** The Parties agree that this Agreement supersedes all prior agreements and constitutes the sole and complete agreement between the Parties, and may be

amended only by written instrument signed by or on behalf of the Parties. This Agreement is the result of joint efforts of the Parties and their counsel, and any questions of doubtful interpretation of any term or provision hereof shall not be resolved by any rule or interpretation against the draftsman, but rather in accordance with the fair meaning thereof, having due regard for the benefits and rights intended to be conferred upon the Parties and the limitations and restrictions upon such rights and benefits intended to be provided.

9. **REPRESENTATIONS AND WARRANTIES.** The Parties represent and acknowledge that: (i) they have read this Agreement; (ii) they have made such investigation of the matters pertaining to this Agreement as they deem necessary and find the terms of the Agreement to be satisfactory; (iii) they understand all of the terms of this Agreement; (iv) they execute this Agreement freely, voluntarily and without coercion, with full knowledge of its significance and the legal consequences thereof; (v) they have been represented by counsel and have had an adequate opportunity to review and consider the terms of the Agreement; and (v) the promises which are made to induce this Agreement are limited to those set forth herein.

10. **CHOICE OF LAW.** This Agreement shall be construed in accordance with the laws of the state of Maryland.

11. **COOPERATION.** Each party agrees to execute and deliver any and all documents reasonably required by the other party in order to carry out the terms of this Agreement and to give full effect thereto.

12. **TIME IS OF THE ESSENCE.** The parties agree that time is of the essence in relation to all actions contemplated in this Agreement.

13. **BINDING EFFECT.** This Agreement is made in settlement of the Petition and related dispute between the Parties and by entering into this Agreement no party makes any admission as to the validity of the claims or defenses asserted by any other party. By execution of this Agreement, each party expressly acknowledges that this Agreement is validly executed by an authorized officer or agent of such party and is binding upon and enforceable against such party in accordance with its terms. This agreement is binding upon, and shall inure to the benefit of, the Parties and their successors and assigns.

14. **SEVERABILITY.** If any provision of this Agreement, or any portion thereof, shall be declared by a court having jurisdiction over this Agreement and the Parties hereto to be invalid or unenforceable under applicable statute, regulation, ordinance, executive order, other rule of law (including common law), such provision or portion hereof, shall be deemed reformed or deleted, but only to the extent necessary to comply with the statute, regulation, ordinance, order or rule, and the remaining provisions of this Agreement shall remain in full force and effect.

15. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, and shall be effective when all Parties have signed a counterpart hereof. The Parties agree that signatures by facsimile, including scanned signatures transmitted electronically, shall be acceptable for all purposes and deemed to be the same as original ink signatures.

[SIGNATURE PAGES FOLLOW]

Knowles Manor Senior Housing LLC

By: 

Name: RICHARD H. EDSON

Title: Manager

STATE OF MARYLAND

COUNTY OF MONTGOMERY

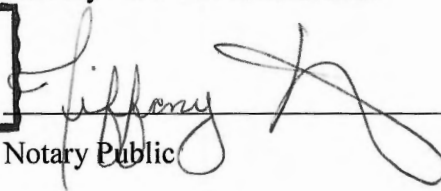
to wit:

I HEREBY CERTIFY, that on this 9th day of January, 2020, before me, a Notary Public of the jurisdiction aforesaid, personally appeared Richard H Edson, known to me (or satisfactorily proven) to be the person whose name is subscribed to be within the instrument as the Manager of Knowles Manor Senior Housing, LLC, and acknowledged the foregoing to be his or her free and voluntary act and deed on behalf of said entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

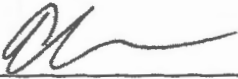
TIFFANY LANQUETTE
Notary Public-Maryland
Anne Arundel County
My Commission Expires
June 12, 2023

My Commission Expires: _____

Notary Public 

[NOTARIAL SEAL]

**NEIGHBORS FOR AN IMPROVED
KENSINGTON**

By: 
Name: Al Carr
Title: representative

STATE OF MARYLAND

COUNTY OF MONTGOMERY

to wit:

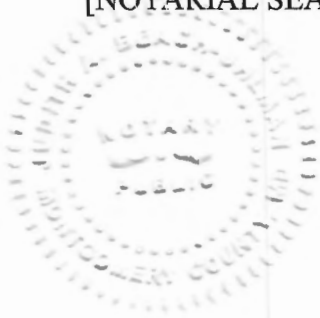
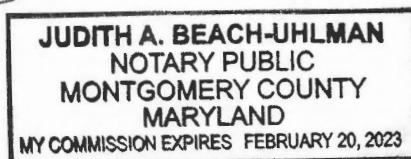
I HEREBY CERTIFY, that on this 14 day of January, 2020, before me, a Notary Public of the jurisdiction aforesaid, personally appeared Al Carr, known to me (or satisfactorily proven) to be the person whose name is subscribed to be within the instrument as the Representative of Neighbors for an Improved Kensington, and acknowledged the foregoing to be his or her free and voluntary act and deed on behalf of said entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 02-20-23


Notary Public

[NOTARIAL SEAL



Al Carr



STATE OF MARYLAND

COUNTY OF MONTGOMERY

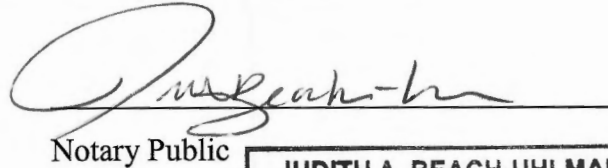
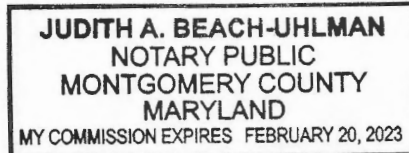
to wit:

I HEREBY CERTIFY, that on this 12 day of January, 2020, before me, a Notary Public of the jurisdiction aforesaid, personally appeared Al Carr, known to me (or satisfactorily proven) to be the person whose name is subscribed to be within the instrument and acknowledged the foregoing to be his or her free and voluntary act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 02-20-23

[NOTARIAL SEAL]


Notary Public

Jim Cooper



STATE OF MARYLAND

COUNTY OF MONTGOMERY

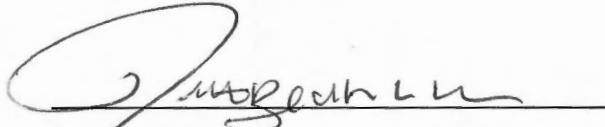
to wit:

I HEREBY CERTIFY, that on this 12 day of January, 2020, before me, a Notary Public of the jurisdiction aforesaid, personally appeared Jim Cooper, known to me (or satisfactorily proven) to be the person whose name is subscribed to be within the instrument and acknowledged the foregoing to be his or her free and voluntary act and deed.

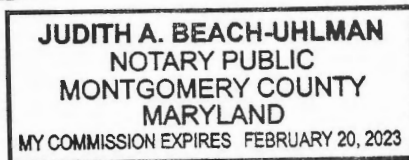
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 02 20-23

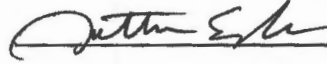
[NOTARIAL SEAL]



Notary Public



Nathan Engle



STATE OF MARYLAND

COUNTY OF MONTGOMERY

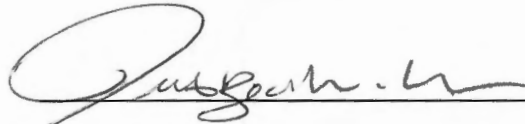
to wit:

I HEREBY CERTIFY, that on this 12 day of January, 2020, before me, a Notary Public of the jurisdiction aforesaid, personally appeared Nathan Engle, known to me (or satisfactorily proven) to be the person whose name is subscribed to be within the instrument and acknowledged the foregoing to be his or her free and voluntary act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

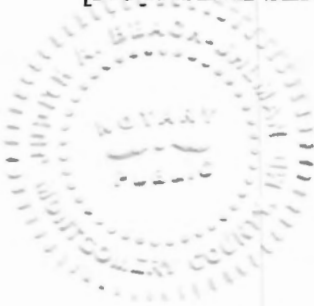
My Commission Expires: 02 20-23

[NOTARIAL SEAL]



Notary Public

JUDITH A. BEACH-UHLMAN
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
MY COMMISSION EXPIRES FEBRUARY 20, 2023



Mary^(Molly) Hauck

Mary (Molly) Hauck

STATE OF MARYLAND

COUNTY OF MONTGOMERY

to wit:

I HEREBY CERTIFY, that on this 12 day of January, 2020, before me, a Notary Public of the jurisdiction aforesaid, personally appeared Molly Hauck, known to me (or satisfactorily proven) to be the person whose name is subscribed to be within the instrument and acknowledged the foregoing to be his or her free and voluntary act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 02-20-23

[NOTARIAL SEAL]

Notary Public

Judith A. Beach-Uhlman

JUDITH A. BEACH-UHLMAN
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
MY COMMISSION EXPIRES FEBRUARY 20, 2023

Ruth Hoffman



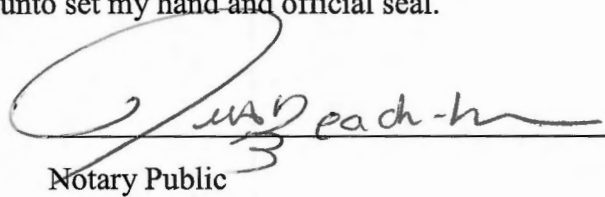
STATE OF MARYLAND

COUNTY OF MONTGOMERY

to wit:

I HEREBY CERTIFY, that on this 12 day of January, 2020, before me, a Notary Public of the jurisdiction aforesaid, personally appeared Ruth Hoffman, known to me (or satisfactorily proven) to be the person whose name is subscribed to be within the instrument and acknowledged the foregoing to be his or her free and voluntary act and deed.

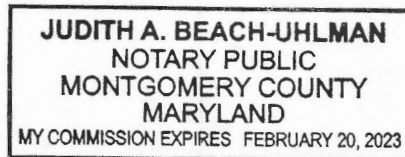
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



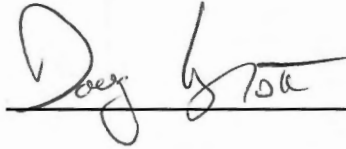
My Commission Expires: 02-20-23

Notary Public

[NOTARIAL SEAL]



Doug Lynott



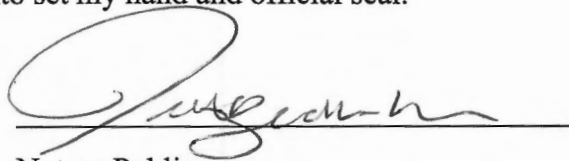
STATE OF MARYLAND

COUNTY OF MONTGOMERY

to wit:

I HEREBY CERTIFY, that on this 27th day of January, 2020, before me, a Notary Public of the jurisdiction aforesaid, personally appeared Doug Lynott, known to me (or satisfactorily proven) to be the person whose name is subscribed to be within the instrument and acknowledged the foregoing to be his or her free and voluntary act and deed.

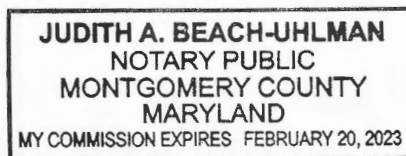
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



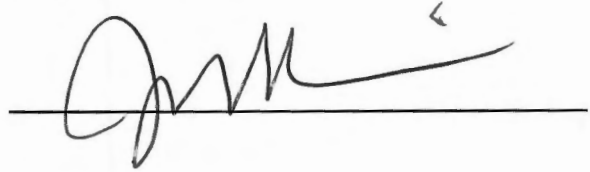
My Commission Expires: 02-20-23

Notary Public

[NOTARIAL SEAL]



Jennifer Loukissas



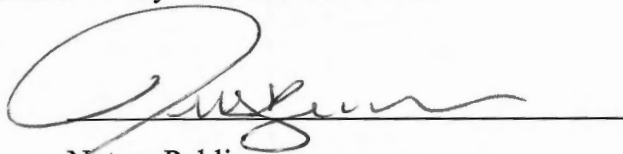
STATE OF MARYLAND

COUNTY OF MONTGOMERY

to wit:

I HEREBY CERTIFY, that on this 12 day of January, 2020, before me, a Notary Public of the jurisdiction aforesaid, personally appeared Jennifer Loukissas, known to me (or satisfactorily proven) to be the person whose name is subscribed to be within the instrument and acknowledged the foregoing to be his or her free and voluntary act and deed.

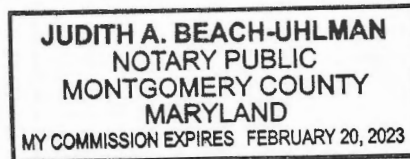
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



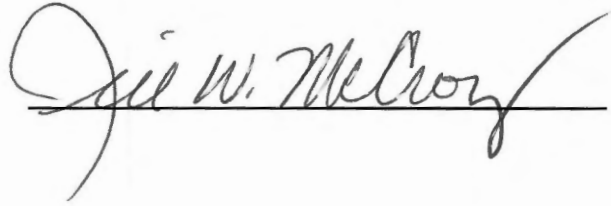
My Commission Expires: 02-26-23

Notary Public

[NOTARIAL SEAL]



Jill McCrory



STATE OF MARYLAND

COUNTY OF MONTGOMERY

to wit:

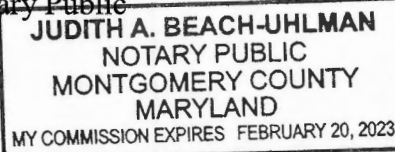
I HEREBY CERTIFY, that on this 12 day of January, 2020, before me, a Notary Public of the jurisdiction aforesaid, personally appeared Jill McCrory, known to me (or satisfactorily proven) to be the person whose name is subscribed to be within the instrument and acknowledged the foregoing to be his or her free and voluntary act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

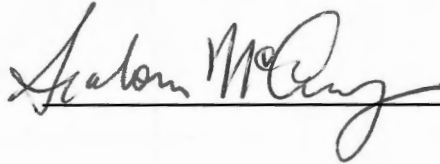
My Commission Expires: 02-20-23

[NOTARIAL SEAL]

Notary Public



Seaborn McCrory



STATE OF MARYLAND

COUNTY OF MONTGOMERY

to wit:

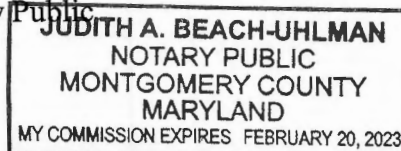
I HEREBY CERTIFY, that on this 12 day of January, 2020, before me, a Notary Public of the jurisdiction aforesaid, personally appeared Seaborn McCrory, known to me (or satisfactorily proven) to be the person whose name is subscribed to be within the instrument and acknowledged the foregoing to be his or her free and voluntary act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 02-20-23

[NOTARIAL SEAL]

Notary Public



Jackie Pickard

Jackie Pickard

STATE OF MARYLAND

COUNTY OF MONTGOMERY

to wit:

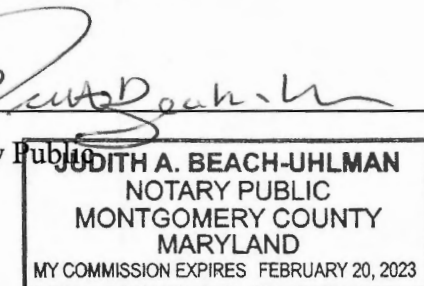
I HEREBY CERTIFY, that on this 12 day of January, 2020, before me, a Notary Public of the jurisdiction aforesaid, personally appeared Jackie Pickard, known to me (or satisfactorily proven) to be the person whose name is subscribed to be within the instrument and acknowledged the foregoing to be his or her free and voluntary act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 02-20-23

[NOTARIAL SEAL]

Notary Public



Peter Pickard

Peter Pickard

STATE OF MARYLAND

COUNTY OF MONTGOMERY

to wit:

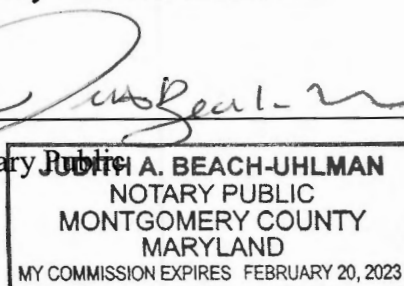
I HEREBY CERTIFY, that on this 12 day of January, 2020, before me, a Notary Public of the jurisdiction aforesaid, personally appeared Peter Pickard, known to me (or satisfactorily proven) to be the person whose name is subscribed to be within the instrument and acknowledged the foregoing to be his or her free and voluntary act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 02-20-23

[NOTARIAL SEAL]

Notary Public



Pamela Smith



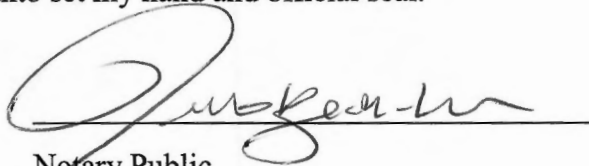
STATE OF MARYLAND

COUNTY OF MONTGOMERY

to wit:

I HEREBY CERTIFY, that on this 12 day of January, 2020, before me, a Notary Public of the jurisdiction aforesaid, personally appeared Pamela Smith, known to me (or satisfactorily proven) to be the person whose name is subscribed to be within the instrument and acknowledged the foregoing to be his or her free and voluntary act and deed.

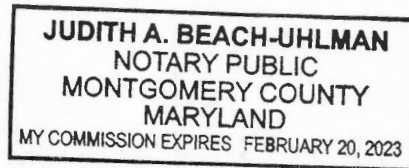
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My Commission Expires: 02-20-23

Notary Public

[NOTARIAL SEAL]





THRIVE

MONTGOMERY 2050

Let's Plan Our Future. Together.

Montgomery Planning

6/17/2020

Thrive Montgomery 2050

Technical Advisory Group Presentation-Draft Vision, Goals, Policies
and Actions

Today's presentation

- Introduction-Context-Rationale
- Framework and Vision
- How Goals and Policies were developed
- Community Outreach
- Implementation Chapter - in progress
- Key themes of the Plan
- Next steps

Introduction-Context-Rationale

Thrive Montgomery 2050 isn't about reinvention. It's about adapting to new realities and shifting the way we think about how the county should grow.

Economic Disruption

Regional + National Competition
Higher Living Cost– High Debt–
Location Preferences

Social Change

Public Health– Social Isolation–
Household Formation– Lifestyle
Changes– Focus on Equity

Demographic Shifts

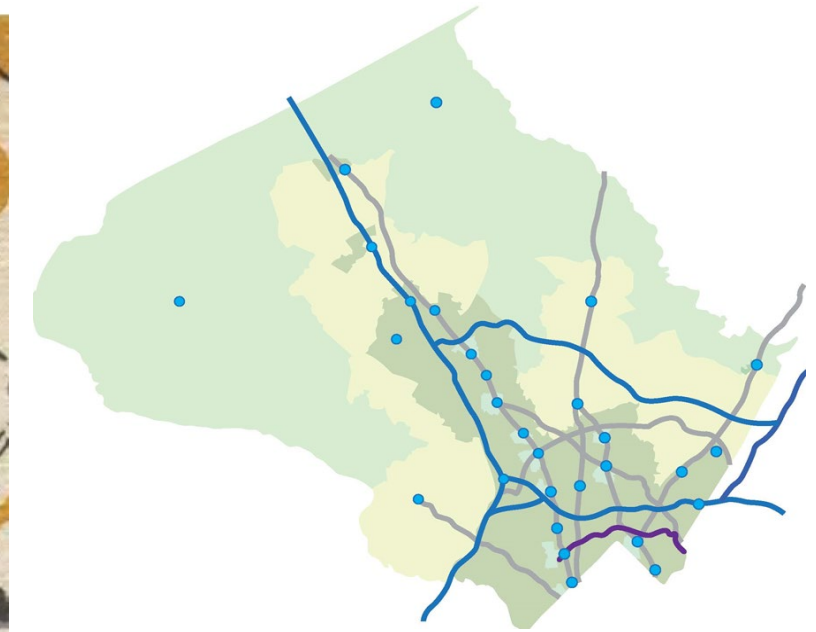
Increasing Diversity– Smaller Family
Size– Decreasing Birth Rates– Aging
Population

Technological Innovations

Artificial Intelligence–
Autonomous Vehicles– Ride
Sharing– Social Media– Online
Retail

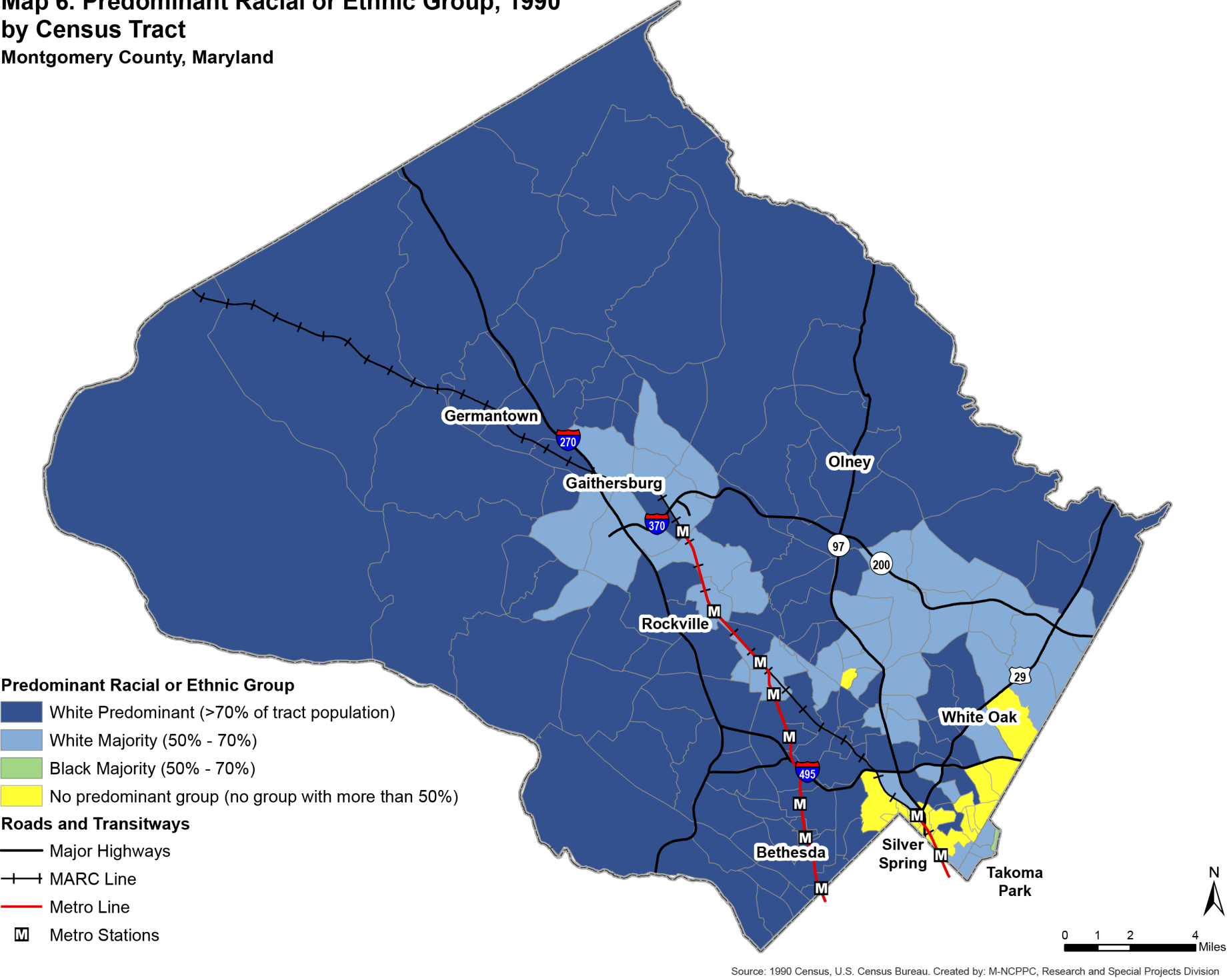
Climate Change

Sea Level Rise– Extreme
Temperatures– Extreme
Weather Events– Habitat and
Natural Resource Impacts
Infrastructure Cost– Energy

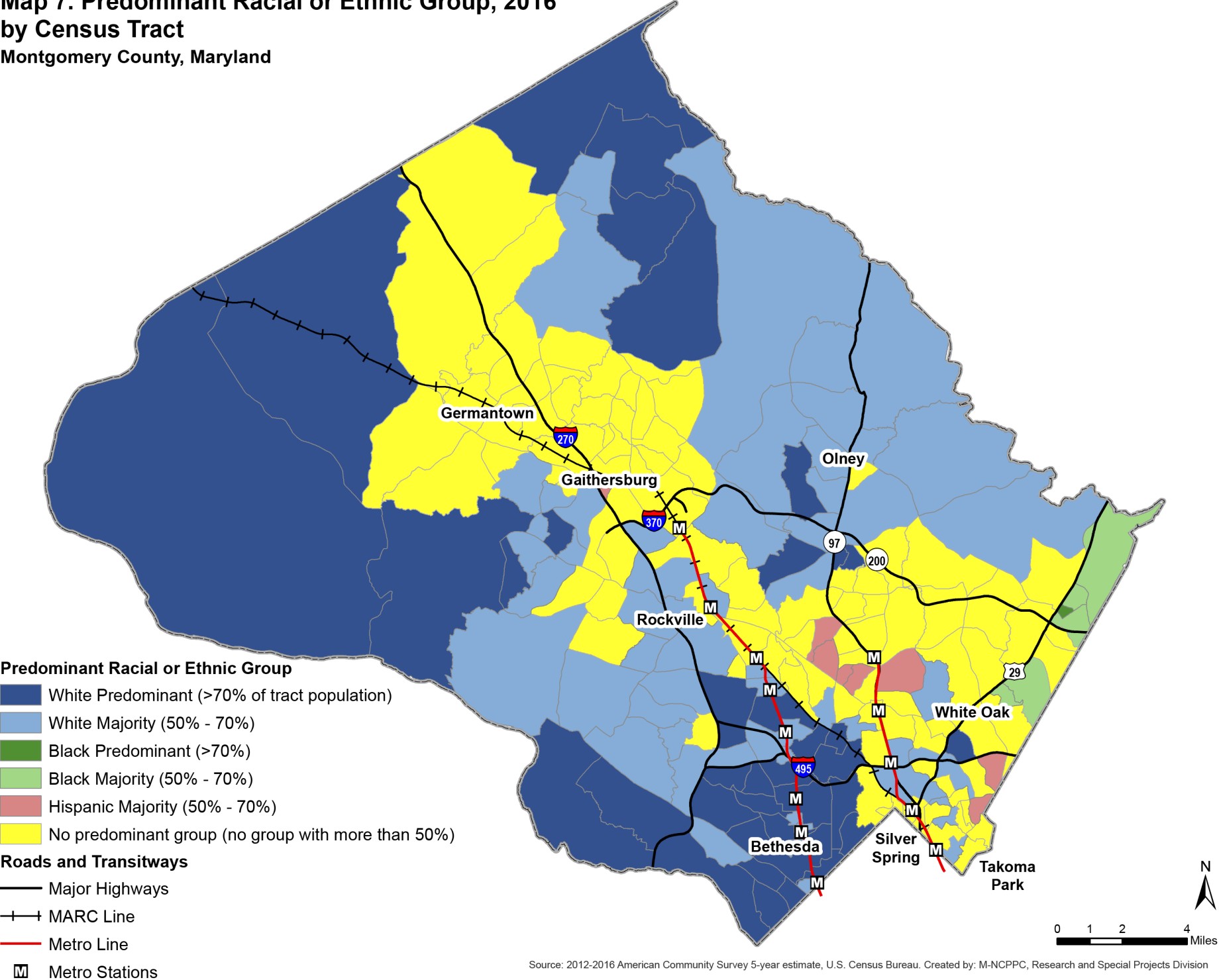


Change in County Demographics

**Map 6. Predominant Racial or Ethnic Group, 1990
by Census Tract**
Montgomery County, Maryland

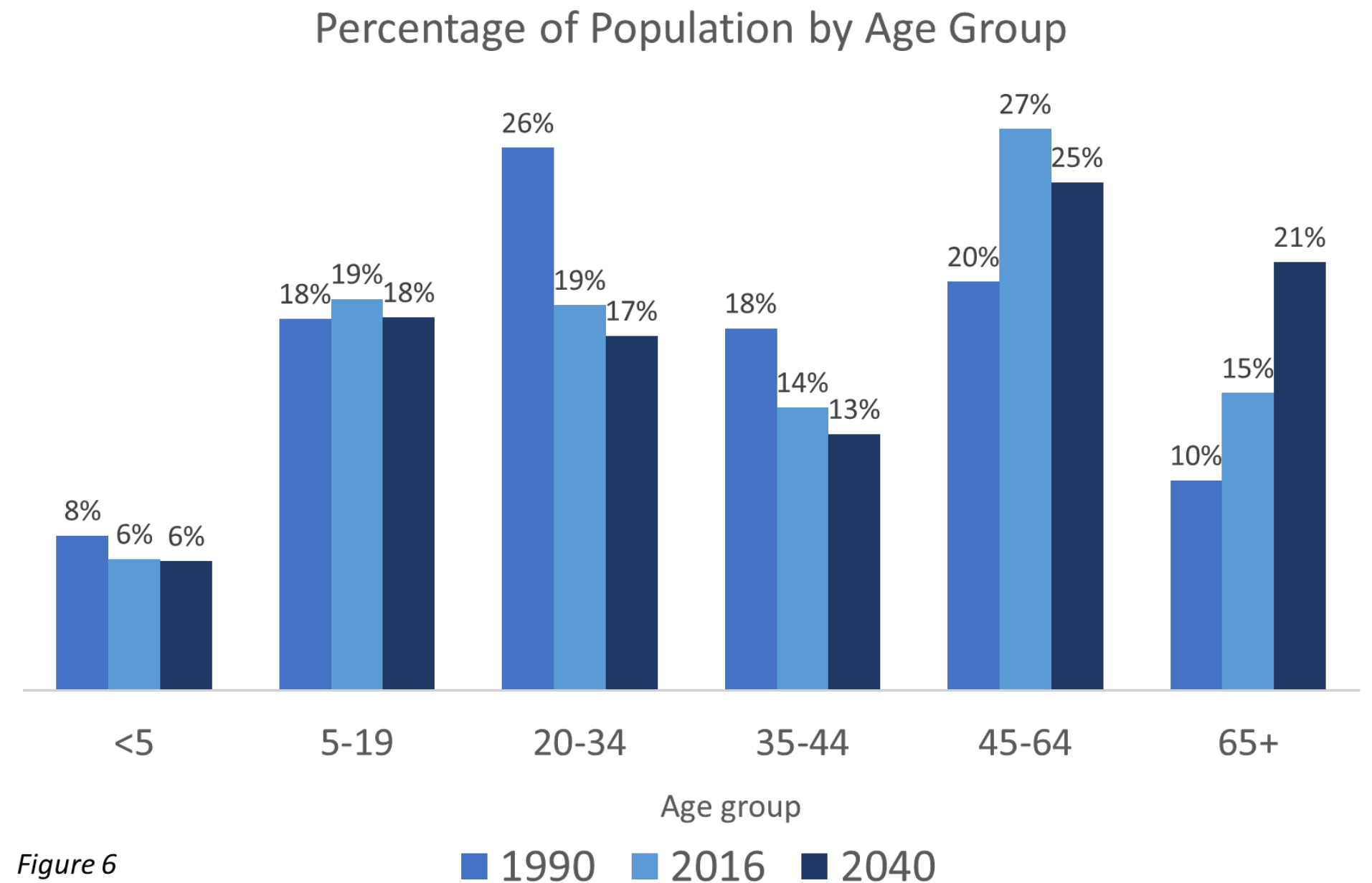


**Map 7. Predominant Racial or Ethnic Group, 2016
by Census Tract**
Montgomery County, Maryland



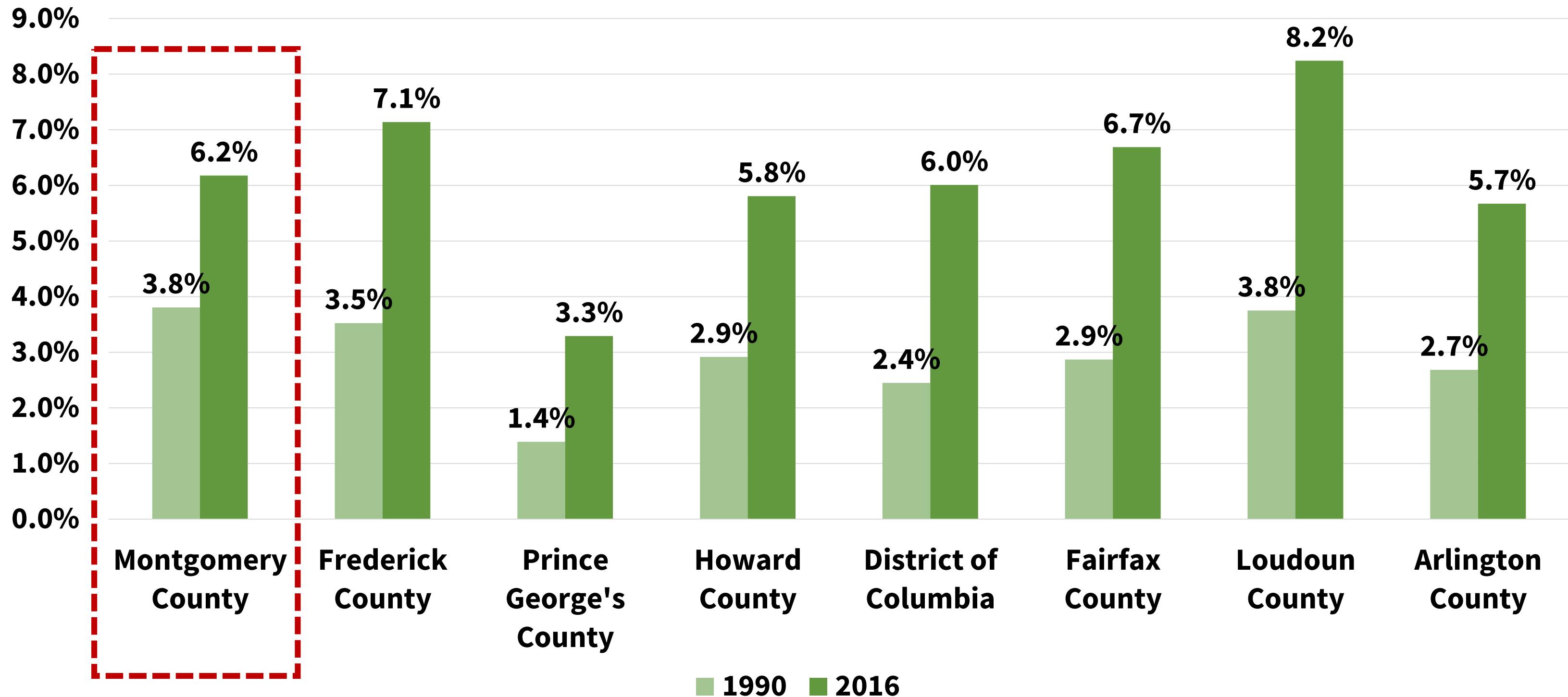


Increasingly Older Population



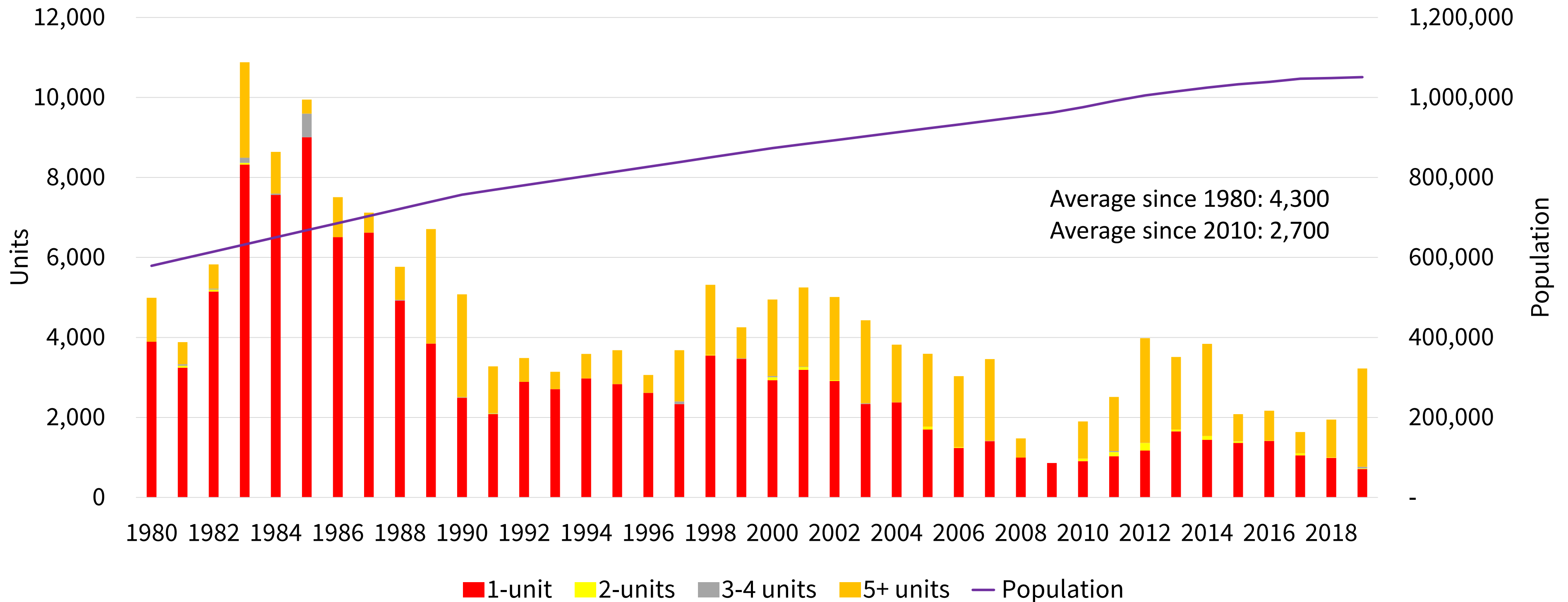
More people are working at home

Percentage of resident workers who work at home



Housing Growth Not Meeting Needs of Growing Population

Montgomery County Building Permits



Source: 1960-2010 US Census, 2016 American Community Survey, 1-year estimate, Census Bureau Building Permits

County is mostly built out

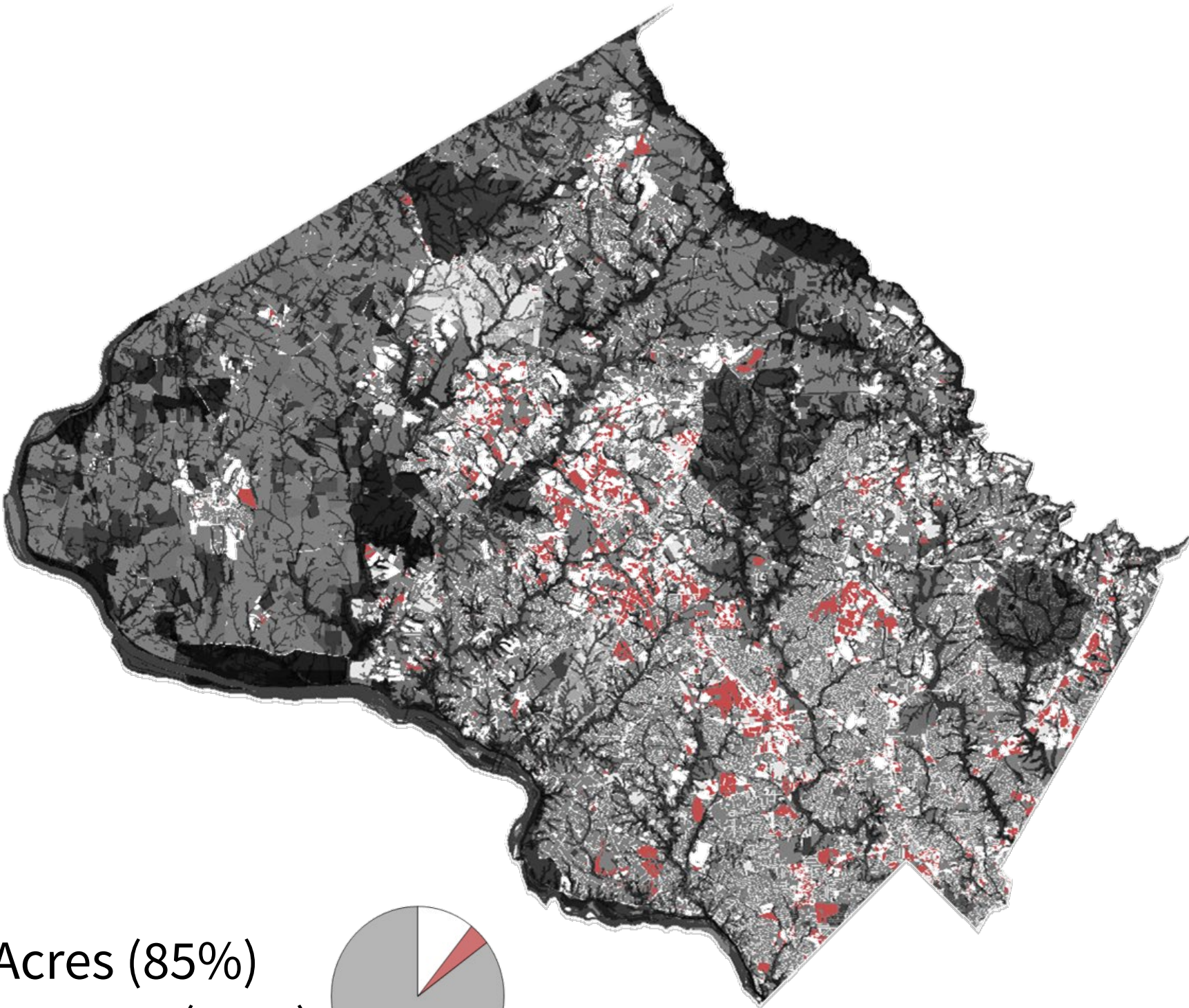
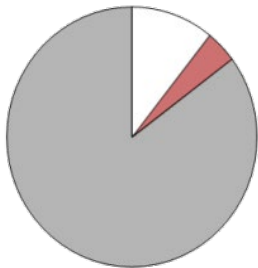
Environmental constraints

Hydrological
Streams
Wetland Buffers
Erodible soils
Parks & Biodiversity areas
Agricultural Reserves
Special Protection Areas
Forest Conservation Easements

Qualifiers

- Multiple owners
- Improvement Value >2 Land Value
- Office Buildings less than 50 years old
- Retail Buildings less than 15 years old

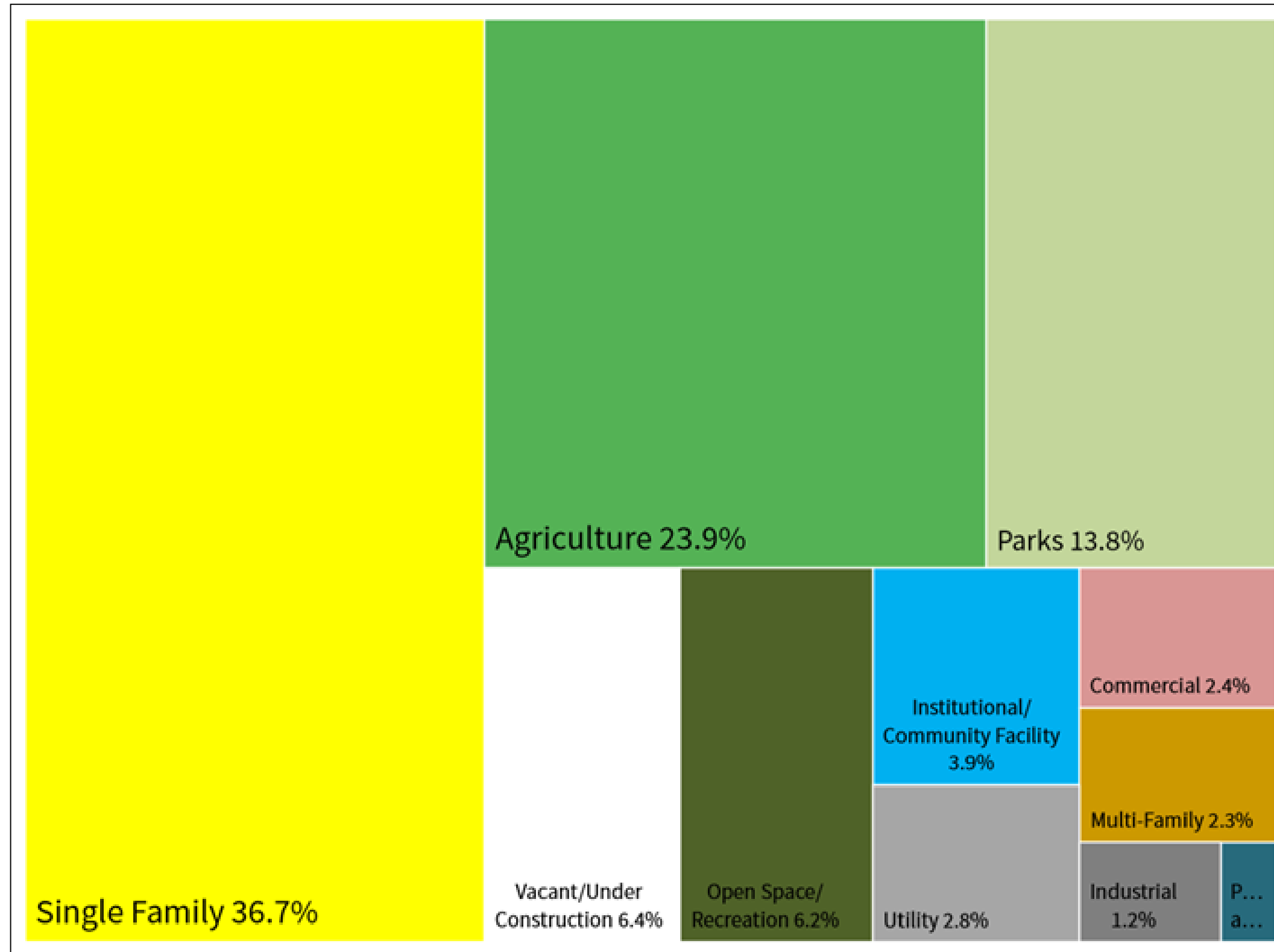
Constrained area = 276,515 Acres (85%)
Unconstrained area = 47,804 Acres (15%)



Man-made constraints

Utility Sites
WSSC
Transmission Lines
Transportation Infrastructure
Metro
Rail
State Roads
Federal Highways
Government Ownership
Rustic Roads & Public
Education
Historic Preservation
TDR Exhausted
Rockville Quarry
Regulated Affordable Housing,
Private Institutional
HOA Common Ownership
Single Family Dwellings

Current Land Use





Key Themes

- Urbanism – corridors are the future
- 15-minute living
- Active lifestyles = health
- Social – connections of people and places
- Housing is a right and a value
- Major roads transformed into boulevards
- Stop planning for cars
- De-pave the county
- Varieties of commercial uses
- Regional solutions to problems
- Diversity is our strength
- Embrace importance of place

Framework and Vision

In 2050, Montgomery County is a web of **complete communities** connected by **vibrant corridors**.

- **Complete communities:** Individual and unique neighborhood activity centers with a variety of housing types and price points located close to workplaces, needed goods and services, public amenities and open spaces.
- **Vibrant corridors:** comfortable, safe corridors of multimodal transportation and services; and corridors of connecting green parks, stream valleys and trails.





46 Goals

Long-range & broad **impact**
we want to accomplish



150+ Policies

Guidance for future planning
& development



210+ Actions

Specific, tangible
implementation activity

How Thrive Montgomery 2050 Goals, Policies & Actions developed

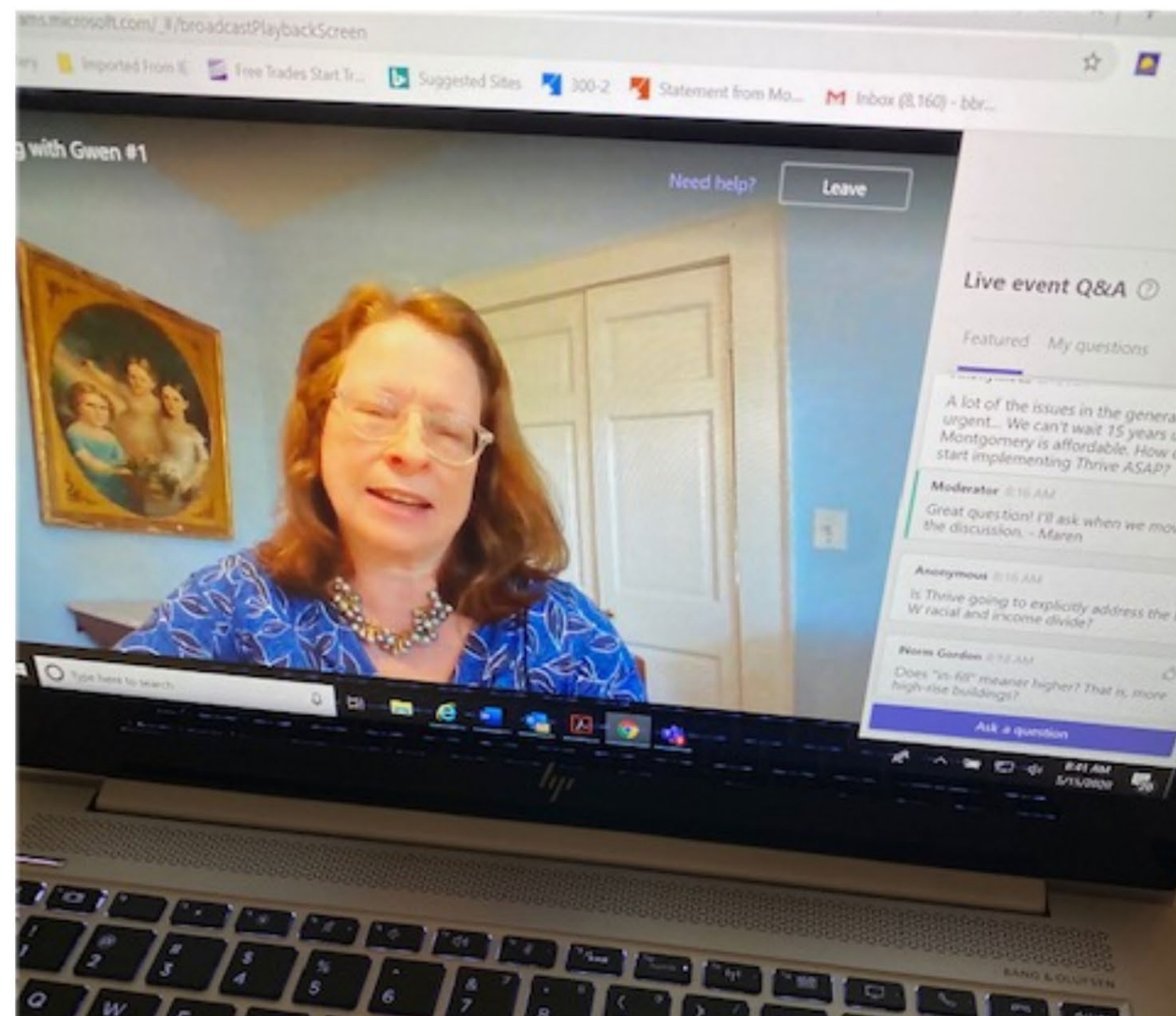
Engagement

- Community members & stakeholder organizations between June 2019 & spring 2020
- Montgomery County & State of Maryland partner agencies
 - *Technical Advisory Group*
 - *One-on-one meetings*

Analysis

- Data & background research
- Collaborative Montgomery Planning & Parks staff working groups
- Technical studies:
 - *Housing Needs Assessment*
 - *Transportation scenarios analysis*
 - *Residential Capacity Analysis*
 - *Trends Report & other studies*

Ask Me Anything Virtual Town Halls



Real-time chat function with questions and answers. Phone line call in accessibility. Español live translation for first three events with English translation for last event with Vice Chair Fani-Gonzalez.

Spring 2020 Digital Advertising Performance

(as of 6.8.20)

- **10,917 Total Clicks**
- **748,803 Total impressions**

Impressions are the number of times your content is displayed, no matter if it was clicked or not.

Virtual Community Chats



The community is invited to learn more about policy recommendations through a virtual deeper dive on Thrive Montgomery 2050 topics hosted by the working groups.



Housing Day – June 24



- Social Media Campaign focused on housing issues and ideas.
- Twitter Town Hall with Lisa Govoni takeover of @montgomeryplans.
- Pints with a Planner with Casey Anderson and Lisa Govoni on Housing Attainability.



The
HOMEOWNERSHIP
RATE HAS
FALLEN

The homeownership rate has fallen across incomes since 2010. While the net number of homeowners with higher incomes still grew, there was a net loss in lower-income homeowners between 2010 and 2018.



Coming soon: Implementation Chapter



- Discuss tools for implementing General Plan
 - Additional land use, facility, infrastructure plans & studies
 - Capital improvements process
 - Zoning & other regulatory tools
- Set priorities for the short, medium, and long-term
- Identify coordinating agency roles and responsibilities
- Approach to developing metrics

Created by Scott Lewis
from Noun Project

Given the scale & duration of the General Plan, Implementation Chapter will not include a cost/benefit or fiscal impact analysis

A Plan to Thrive (Key Themes of the Plan)

Compact form of development/urbanism

Policy 1.1.1: Allow and encourage a variety of uses within communities, with sufficient density to make these uses viable, so that people can experience 15-minute living. Every resident should have the opportunity to live, work, play, exercise, shop, learn and make use of public amenities and services within a 15-minute walk or bike ride.

Policy 4.7.3: Plan and implement a grid of streets and alleys to reduce roadway speeds, provide frequent safe crossings and eliminate driveways along rail and BRT corridors.

Action 6.1.1.a: Develop compact development strategies suitable for different parts of the county to reduce building footprints as much as possible and create walkable, bikeable neighborhoods. Use smart growth principles and best practices to increase the supply of open spaces for active recreation.

Pike & Rose before redevelopment



Pike & Rose after redevelopment



Size: 8.78 Acres

77% Runoff Reduction

Runoff Rates:

Pre-construction runoff: 78,722.36 cu/ft

Treatment Provided: 60,555.66 cu/ft

Post-construction runoff :18,166.70 cu/ft

Storm Water Management Treatments:

- Green roof
- Bioretention
- Silva cells

Corridors are the place for new growth

Action 5.2.1.a: Provide appropriate financial incentives, such as tax abatements, Payment in Lieu of Taxes (PILOTs) and Tax Increment Financing (TIFs) to increase housing production in targeted locations near high-capacity transit.

Goal 7.2: Transform land uses surrounding rail and BRT corridors to accommodate future population growth and varied lifestyle preferences in attractive, walkable and mixed-use communities

Rockville Pike in Montgomery County



14th St. in DC



We must stop planning for cars

Policy 4.1.1: Change the primary function of streets from moving automobiles to moving people and creating great places that are accessible and safe for all roadway users, environmentally sustainable and economically competitive. All rules and regulations regarding how we approve growth should support this approach.

Action 4.2.2.a: Limit the number of through-lanes in downtowns and town centers to a maximum of four general purpose lanes and repurpose space for transit lanes, wider sidewalks, bikeways, trees and stormwater management.

Action 4.3.1.b: Eliminate parking requirements for new development projects in downtowns, town centers and rail and BRT corridors to encourage travel by walking, bicycling and transit.



Eradicate GHG emissions

Policy 4.5.1: Incentivize the use of modes other than single-occupant vehicles by providing high-quality transit, walking and bicycling networks

Policy 4.5.2: Use pricing mechanisms to deter the use of single-occupant vehicles and encourage more walking, bicycling and transit use.

Policy 6.2.1: Use compact, dense, urban development to help reduce, mitigate and adapt to climate change. Use building and site design and other development features to address the effects of extreme temperatures, increased and more frequent flooding and extreme weather events.



Attainable housing for all income levels

Policy 5.1.5: Reduce development costs by pursuing and encouraging new and innovative housing construction types to help reduce construction costs, including modular prefabricated housing, and mass timber.

Policy 5.1.6: Support the production of innovative and creative housing options including single-room occupancy units (SROs), duplexes, triplexes, quadruplexes, multiplexes, shared housing, co-housing, accessory dwelling units (ADUs), and cooperative housing to help meet housing needs and diversify housing options.



Evolution of SF neighborhoods near transit

Action 1.1.3.a: Further the [Missing Middle Housing Study](#) by identifying options and implementation strategies to increase the variety and density of housing types in areas zoned for single-family detached and semi-detached housing, particularly in areas located within a 15-minute walk or bike ride of rail and Bus Rapid Transit (BRT). Metrorail, Purple Line, MARC.

Action 5.1.1.a: Expand housing options in detached residential areas near high-capacity transit by modifying the zoning code to allow duplexes, triplexes, and quadruplexes, residential types by-right and with smaller lot areas.



A Diverse County

Policy 2.2.1: Build relationships and foster trust with community leaders, recognizing their knowledge of community dynamics. Develop protocols in consultation with community leaders for regularly engaging community members, even when master plans or projects are not underway in their neighborhoods. Help to build civic capacity to ensure true neighborhood representation.

Action 2.2.1.a: Launch an educational program, such as the Citizen's Planning Institute, that includes basic courses for residents and all stakeholders to increase understanding, accessibility and participation in planning, regulatory and zoning processes.

Action 2.3.1.b: Evaluate the equitable distribution of public services and new development across the county and make recommendations for retrofitting or investing in underserved communities. Emphasize decentralized, neighborhood-based facilities for services.

Policy 3.3.2: Reinforce county policies and investments that improve long-term and equitable employment outcomes in coordination with public schools, workforce development, Montgomery College and other agencies.



Champion the importance of place

Policy 6.1.2: Plan in three dimensions. Creatively integrate and use different building levels, from below ground to rooftops, to provide sustainability benefits in densely developed areas within the limited space available. Examples include use of underground spaces for stormwater, utilities, and tree beds; use of terraces, building step-backs, and rooftops for gathering spaces and vegetation; and use of building faces and rooftops for solar energy generation.

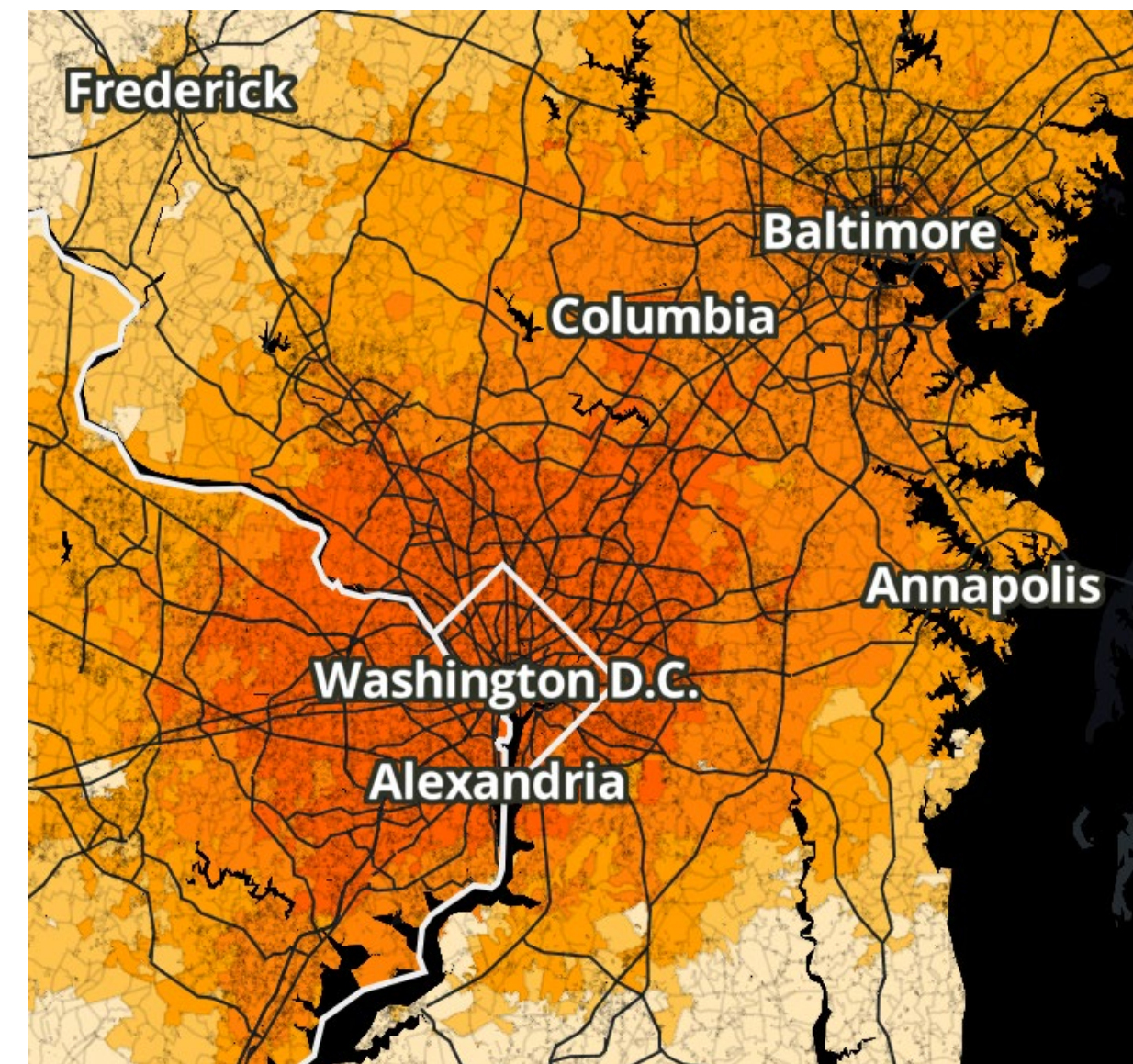
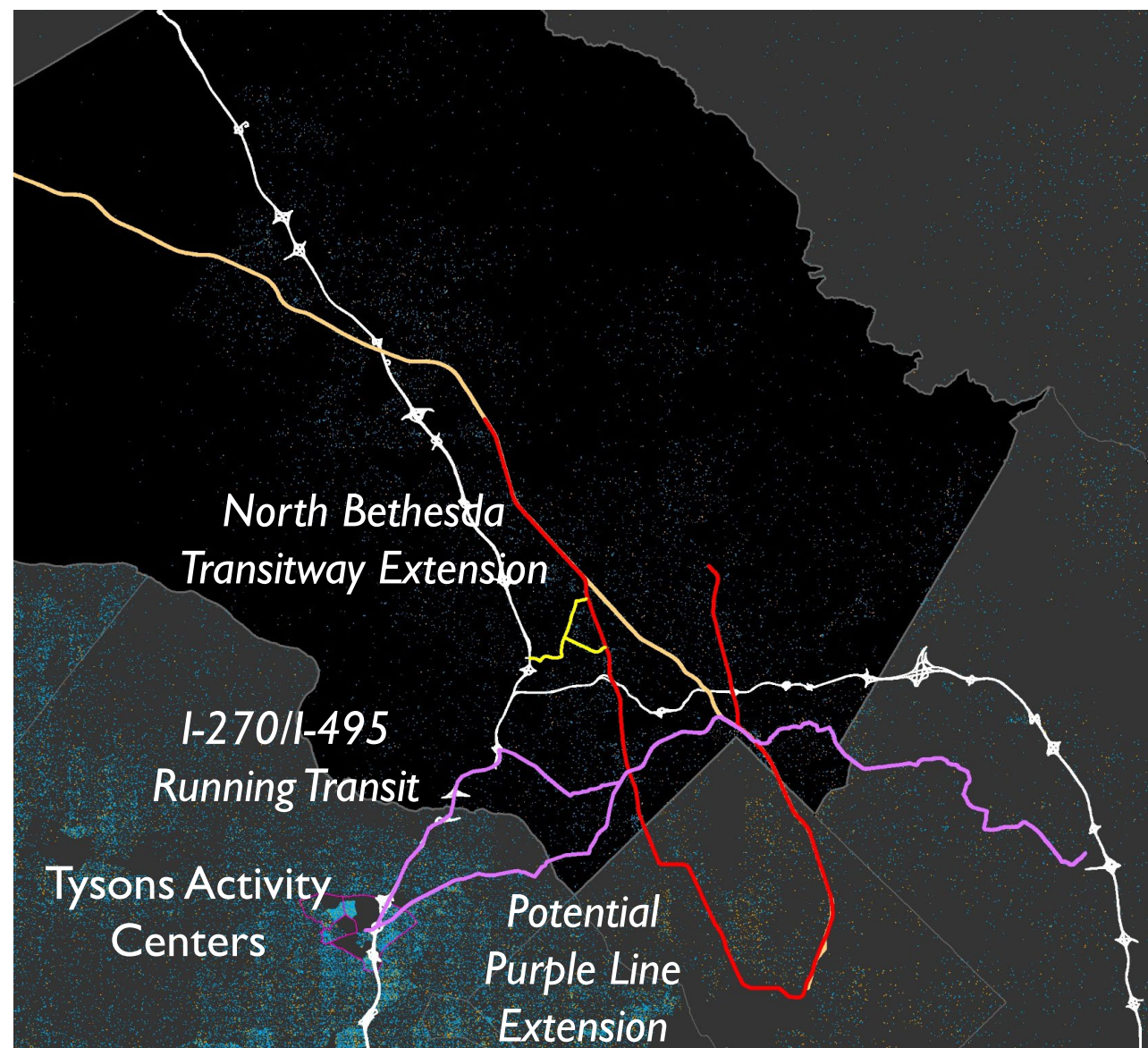
Policy 8.2.1: Ensure high-quality design for all public and private architecture, infrastructure and open space projects through the use of design guidelines, design advisory panels, design competitions and other tools. Make design excellence a priority, even when cost saving measures are considered.



Regional Solutions and Strategies

Action 3.7.1.c: Add rail and/or BRT connections to key regional business hubs outside of Montgomery County including Tysons and Arlington in Virginia, and Frederick, Columbia and Downtown Baltimore in Maryland.

Action 4.8.1.b: Assemble a regional coalition of jurisdictions and other stakeholders to guide transportation technological change related to connected and autonomous vehicles in a way that preserves our values and that addresses the needs of disadvantaged populations.



Next Steps



Comments