

Presentation

Agenda Item #	2
Meeting Date	April 15, 2013
Prepared By	Sara Anne Daines HCD Director
Approved By	Suzanne R. Ludlow Acting City Manager

Discussion Item	Montgomery College Briefing
Background	Dr. Brad Stewart, Vice President and Provost of Montgomery College's Takoma Park / Silver Spring Campus has been invited to brief the Council on the overall activities of the College and provide an update on the planned renovation of Pavilion 3, formerly the Pavilion of Fine Arts (609 New York Avenue).
Policy	To monitor development projects within the City and maintain communication with Montgomery College regarding campus expansion and planned development activity.
Fiscal Impact	NA
Attachments	<ul style="list-style-type: none"> • 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 (July 30, 2002) www.codepublishing.com/MD/TakomaPark/html/pdfs/TakomaParkAX.pdf • Resolution No. 2008-62 Providing Comment on the Proposed Montgomery College Takoma Park/Silver Spring 2006-2016 Facilities Master Plan (July 28, 2008) http://takomaparkmd.gov/clerk/resolutions/2008/r200862.pdf • Takoma Park / Silver Spring Campus 2012 Annual Report to the Montgomery College Board of Trustees http://youtu.be/mNIFfpB2cnQ
Recommendation	To listen to the briefing
Special Consideration	

Appendix A

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

AGREEMENT

THIS AGREEMENT, made this 30th 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"),

W I T N E S S E T H :

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

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.

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, 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 fail 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.

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.

Appendix A

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: /s/ William E. Campbell

CITY OF TAKOMA PARK, MARYLAND

By: /s/ Kathryn H. Porter

HISTORIC TAKOMA, INC.

By: /s/ Lorraine J. Pearsall

MONTGOMERY COUNTY, MARYLAND

By: /s/ William M. Mooney, Jr.
Assistant Chief Administrative Officer

Approved as to Form and Legality
Office of the County Attorney

By: /s/ Eileen J. Basaman

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 E. Campbell, EVP 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.

/s/ Helen B. Chapson
Notary Public

My Commission expires: 12/12/05

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.

/s/ Jessie Carpenter
Notary Public

My Commission expires: 10-01-04

Appendix A

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 Lorraine J. Pearsall, 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.

/s/ Gregory A. Logan
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. Mooney, 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.

/s/ Cindy A. Sullivan
Notary Public

My Commission expires: January 1, 2004

Introduced by: Councilmember Wright

CITY OF TAKOMA PARK, MARYLAND

RESOLUTION #2008-62

**PROVIDING COMMENT ON THE PROPOSED MONTGOMERY COLLEGE
TAKOMA PARK/ SILVER SPRING 2006-2016 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 within the 1976 Takoma Park National Register Historic District; and,

WHEREAS, the Takoma Park campus is distinct from the other campuses because of its residential setting, small site, its location 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, 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 Takoma Park/Silver Spring; 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 City established the Montgomery College Neighbors Advisory Committee (MCNAC) in 2005, to serve in an advisory role to the City Council on matters relating to the expansion/renovation of the College; and,

WHEREAS, MCNAC undertook a comprehensive review of the College’s Takoma Park/Silver Spring campus, completed an extensive characterization of the adjacent neighborhood, evaluated the College’s options for expansion and the potential impact of any expansion on the City’s historic residential neighborhood, and presented its recommendations for the future expansion of the campus to the City Council on February 25, 2008; and,

WHEREAS, the College presented a preliminary draft of its 2006-2016 Facilities Master Plan Update to the City Council on July 14, 2008; and,

WHEREAS, the North Takoma Citizens Association and MCNAC have expressed great concern in their comments to Council over the College's proposed options 5 and 6 and instead strongly endorse continuation of the established shift of uses and density from the eastern to the western campus.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TAKOMA PARK, MARYLAND THAT the following comments reflect the Council's position on the College's proposed alternatives for expansion of the Takoma Park/Silver Spring campus as reflected in the College's 2006-2016 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 strongly supports the established policy of westward expansion of the Takoma Park/Silver Spring campus into South Silver Spring along Georgia and Burlington Avenues and requests that the College:

- a) Work with its Montgomery College Foundation, Inc. (the "Foundation") in the short term to develop the property deeded to the Foundation by the College, fronting on Burlington Avenue and identified in the 2002-2012 Facilities Master Plan for an "academic building" for development of its identified immediate academic space need, i.e., the Math & Science Center; and,
- b) Actively pursue the purchase of the remaining commercial properties located along Fenton Street and Burlington and Georgia Avenues to create a "cohesive, integrated, and visionary" campus while addressing long-term expansion needs.

Section 3. The Council supports the policy of greater consolidation and cohesiveness of College facilities and the reconnection of its historic residential neighborhood of North Takoma of Block 69, and requests the College to:

- a) Remove the Child Care Facility from its current location within the City's locally designated historic district and return this property to single-family use; and,
- b) Vacate and demolish Pavilion 3 and the kiln bunker, both of which are obsolete structures, and work constructively with the City in re-integrating these properties appropriately into the single-family residential neighborhood as a passive memorial park.

Section 4. The Council strongly supports a low-scale, low-density 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, keeping buildings at the current size and scale. It

requests that the College review and revise its proposed alternatives to accomplish this goal.

- Section 5. The Council applauds the College's commitment to sustainability and LEED certification and endorses the College's efforts to develop a pedestrian 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 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 28th day of July 2008.