MAYOR AND COUNCIL

Meeting No. 28-25
Monday, November 17, 2025 - 6:30 PM

AGENDA

Agenda item times are estimates only. Items may be considered at times other than those indicated.

Ways to Participate

If you require a reasonable accommodation, for community forum or a public hearing and need reasonable accommodations, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280 or cityclerk@rockvillemd.gov or by filling this form: https://www.rockvillemd.gov/FormCenter/City-Manager-2/Request-a-Reasonable-Accommodation-50

Translation Assistance

If you wish to participate in person at a Mayor and Council meeting during community forum or a public hearing and may need translation assistance in a language other than English, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280, or cityclerk@rockvillemd.gov, or by using this form: https://www.rockvillemd.gov/FormCenter/City-Clerk-11/Sign-Up-for-Translation-Assistance-at-Co-368

In-Person Attendance

Community members attending in-person who wish to speak during Community Forum, or a Public Hearing, should sign up using the form at the entrance to the Mayor and Council Chamber. In-person speakers will be called upon in the order they are signed to speak and before virtual speakers.

Note: In-Person Speakers will be called upon to speak before those who have signed up to speak virtually for Community Forum and Public Hearings.

Viewing Mayor and Council Meetings

The Mayor and Council are conducting hybrid meetings. The virtual meetings can be viewed on Rockville 11, Comcast, Verizon cable channel 11, livestreamed at www.rockvillemd.gov/rockville11, and available a day after each meeting at www.rockvillemd.gov/videoondemand.

Participating in Community Forum & Public Hearings:

If you wish to submit comments in writing for Community Forum or Public Hearings:

- Please email the comments to mayorandcouncil@rockvillemd.gov no later than 10:00 am on the date of the meeting.

If you wish to participate in-person or virtually in Community Forum or Public Hearings during the live Mayor and Council meeting:

1. Send your Name, Phone number, For Community Forum and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov no later than 10:00 am on the day of the meeting. Each speaker will receive 3 minutes.
2. Send your Name, Phone number, the Public Hearing Topic and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov no later than 10:00 am on the day of the meeting.
3. On the day of the meeting, you will receive a confirmation email with further details, and two Webex invitations: 1) Optional Webex Orientation Question and Answer Session and 2) Mayor & Council Meeting Invitation.
4. Plan to join the meeting no later than approximately 20 minutes before the actual meeting start time.
5. Read for https://www.rockvillemd.gov/DocumentCenter/View/38725/Public-Meetings-on-Webex meeting tips and instructions on joining a Webex meeting (either by computer or phone).
6. If joining by computer, Conduct a WebEx test: https://www.webex.com/test-meeting.html prior to signing up to join the meeting to ensure your equipment will work as expected.

Participating in Mayor and Council Drop-In (Mayor Ashton and Councilmember Shaw)

The next scheduled Drop-In Session will be held by phone or in-person on Monday, December 8 from 5:15-6:15 pm with Mayor Ashton and Councilmember Shaw. Please sign up by 10 am on the meeting day using the form at:
https://www.rockvillemd.gov/formcenter/city-clerk-11/sign-up-for-dropin-meetings-227

1. Convene - 6:30 PM

2. Pledge of Allegiance

3. Proclamation and Recognition - NONE

4. Agenda Review - 6:35 PM

5. City Manager's Report - 6:40 PM

6. Boards and Commissions Appointments and Reappointments - 6:45 PM

A. Board and Commission Appointment and Reappointment

7. Community Forum - 6:55 PM

Any member of the community may address the Mayor and Council for 3 minutes during Community Forum. Unless otherwise indicated, Community Forum is included on the agenda for every regular Mayor and Council meeting, generally between 7:00 and 7:30 pm. Call the City Clerk/Director of Council Operation's Office at 240-314-8280 to sign up to speak in advance or sign up in the Mayor and Council Chamber the night of the meeting.

8. Special Presentations - NONE

9. Consent Agenda 7:15 PM

A. Award and Authorize the City Manager to Execute a Rider Agreement with Olney Masonry, Corp., a Maryland corporation, in the amount not-to-exceed $350,000 for the initial term and each succeeding term, subject to appropriations, with terms, including optional extensions through June 30, 2028, and pricing consistent with City of Gaithersburg contract RFB2024-009, for a construction services contract for city roadway resurfacing, curbs, sidewalks and miscellaneous appurtenances.

B. Authorization for the City Manager to Execute a Water Meter Easement on Lot 3, Block A, City Center

C. Approval and Submission to Montgomery County of the City of Rockville Funding Application for Program FY 2027/Year 52 Community Development Block Grant

D. Authorization for the City Manager to Release and Extinguish Three Existing Storm Drain Easements, and to Approve Three New Storm Drain Easements and One License and Maintenance Agreement for Stormwater Management, on Lots 6-8, Shady Grove Neighborhood Center.

10. Public Hearing 7:20 PM

A. Public Hearing on Project Plan Application PJT2025-23, an Amendment to the Rockville Center Inc. Planned Development to permit construction of a 147-unit multifamily building for affordable housing, along with a Building Height Waiver and Parking Reduction at 41 Maryland Avenue.

11. Action Items 7:40 PM

A. Adoption of a Resolution to Approve Project Plan Application PJT2025-23, an Amendment to the Rockville Center Inc. Planned Development to permit construction of a 147-unit multifamily building for affordable housing, along with parking and building height waivers at 41 Maryland Avenue.

B. Consider acceptance of the $1,500,000 Land and Water Conservation Fund grant to fund design, grading, excavation, installation of utilities as well as construct pathways, a playground, meadow restoration, community gardens, purchase picnic tables, signage, and trash cans at RedGate Park and Arboretum, consistent with the RedGate Park Master Plan.

12. Worksession 8:20 PM

A. Public Safety

13. Mock Agenda - 9:20 PM

A. Mock Agenda

14. Old / New Business 9:25 PM

15. Adjournment - 9:45 PM

The Mayor and Council Rules and Procedures and Operating Guidelines establish procedures and practices for Mayor and Council meetings, including public hearing procedures. They are available at: http://www.rockvillemd.gov/mcguidelines.

MAYOR AND COUNCIL Meeting Date: November 17, 2025
Agenda Item Type: APPOINTMENTS & REAPPOINTMENTS
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: VERONICA MITCHELL

Subject

Board and Commission Appointment and Reappointment

Recommendation

The Mayor put forth the following nomination for membership to the Boards and Commissions for confirmation by Councilmembers.

Cultural Arts Commission
Laura Andruski- new appointment to serve an expiring three-year term until July 1, 2028

Financial Advisory Board
Robert Wright- reappointment to serve a full three-year term until December 1, 2028

Recreation and Park Advisory Board
Natalie Vankos- reappointment to serve a full three-year term until December 1, 2028

Rockville Housing Enterprise
Kapres Meadows- reappointment to serve a full three-year term until May 1, 2028

Attachments

MAYOR AND COUNCIL Meeting Date: November 17, 2025
Agenda Item Type: CONSENT
Department: RECREATION & PARKS
Responsible Staff: STEVE MADER

Subject

Award and Authorize the City Manager to Execute a Rider Agreement with Olney Masonry, Corp., a Maryland corporation, in the amount not-to-exceed $350,000 for the initial term and each succeeding term, subject to appropriations, with terms, including optional extensions through June 30, 2028, and pricing consistent with City of Gaithersburg contract RFB2024-009, for a construction services contract for city roadway resurfacing, curbs, sidewalks and miscellaneous appurtenances.

Department

Rec & Parks - Parks & Facilities

Recommendation

Staff recommends that the Mayor and Council award and authorize the City Manager to execute a rider agreement for an amount not to exceed $350,000, annually, subject to appropriations, with terms and pricing consistent with City of Gaithersburg contract RFB2024-009, for a construction services contract for city roadway resurfacing, curbs, sidewalks and miscellaneous appurtenances to Olney Masonry. Corp., of Beltsville, Maryland, through June 30, 2026, with the option to extend for (2) two additional years through June 30, 2028, consistent with the City of Gaithersburg's extensions and renewals.

Discussion

This rider contract provides the city with a mechanism to maintain and provide asphalt and concrete improvements to the infrastructure of the city's parks and buildings, including roadways (within parks and facility grounds), sidewalks, ADA improvements, pathways, parking lots, plazas, curb and gutters, drainage systems, culverts, railings, fences, bollards, line striping, athletic courts, and pervious pavement.

Mayor and Council History

This is the first time this Rider Agreement has been brought before Mayor and Council.

Procurement

Staff believes this contract is the best for the city because the scope fits the city's needs and the City of Gaithersburg's contract has multiple line items with estimated quantities larger than the city's and, as such, provides more competitive pricing based on higher volume.

Olney Masonry is a State Certified MFD-V business.

In accordance with Section 17-71 of the Rockville City Code, *Cooperative Procurement*; (b) The City may contract with any contractor who offers goods, services, insurance or construction on the same terms as provided other state or local governments or agencies thereof who have arrived at those terms through a competitive procurement procedure similar to the procedure used by the City.

In accordance with Section 17-39 of the Rockville City Code, *Awarding Authority*, (a) All contracts involving more than two hundred and fifty thousand dollars ($250,000.00) shall be awarded by the Council.

The draft City of Rockville Rider Agreement is attached as Attachment 1.

To view all Gaithersburg underlying contract documents, please click the link below:
https://www.swisstransfer.com/d/63787d43-4628-48a0-b8cd-bf9e28b5a97f

Fiscal Impact

This award supports operating and capital activities that require asphalt and concrete repairs and construction. Funding within the Parks and Facilities Maintenance Division FY 2026 operating budget and within the Recreation and Parks Program Area FY 2026 capital budget support this award. All future funding is subject to Mayor and Council appropriations.

Next Steps

Upon the Mayor and Council approval, the Procurement Department will obtain the Contractor's insurance, complete execution of the Rider Agreement, and issue a Master Agreement to Olney Masonry for services.

Attachments

Attachment 1 - Rider Agreement between the City of Rockville and Olney Masonry Corp

CITY OF ROCKVILLE
RIDER AGREEMENT

This **CITY OF ROCKVILLE, MARYLAND RIDER AGREEMENT** (this "**Rider Agreement**") is, made this ___ day of _____, 2025 (the "**Effective Date**"), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body politic and municipal corporation of the State of Maryland, acting through its City Manager (the "**Mayor and Council**" or the "**City**"), and **OLNEY MASONRY CORPORATION**, a Maryland corporation with its principal place of business at 6701 Ammendale Road, Beltsville, MD 20705 (the "**Contractor**"). Individually, the Mayor and Council and the Contractor may each be referred to hereinafter as the "**Party**," or collectively as the "**Parties**."

RECITALS

1. **WHEREAS,** the Mayor and Council desires to procure, on behalf of the City of Rockville Departments of Recreation and Parks and Public Works (collectively, the "**Departments**"), certain services for asphalt and concrete improvements to the infrastructure of the City's parks, buildings, and other facilities (the "**Services**"); and

2. **WHEREAS,** in accordance with Section 17-71(b) of the Rockville City Code, the City may enter into a contract to procure the Services from the Contractor without utilizing the City's formal solicitation process if (a) the Contractor has entered into a contract to provide the Services to "other state or local governments or agencies," (b) the other state or local government or agency arrived at the contract terms for the Services with the Contractor "through a competitive procurement procedure similar to the procedure used by the City," and (c) the City obtains the same contract terms the Contractor offered to the other state or local government or agency for the Services; and

3. **WHEREAS,** the City of Gaithersburg, Maryland is a municipal corporation ("**Gaithersburg**"). The City of Rockville Department of Procurement determined that Gaithersburg's competitive procurement procedure is similar to the competitive procurement procedure utilized by the City; and

4. **WHEREAS,** on or about February 23, 2024, Gaithersburg issued Request for Bids RFB2024-009, soliciting competitive proposals for firms to provide construction services for Gaithersburg's CIP Annual Surface Improvement Program, Annual Sidewalk Repair Program, and other projects with similar work items, including asphalt milling and overlay, repair and replacement of concrete curbs and sidewalks, and other related work (the "**Gaithersburg RFB**"), and on March 29, 2024, the Contractor submitted a bid in response to the Gaithersburg RFB; and

5. **WHEREAS,** effective September 16, 2024, Gaithersburg entered into a contract titled "Construction Services Contract for City Roadway Resurfacing, Curbs, Sidewalks, and Miscellaneous Appurtenances" (the "**Gaithersburg Procurement Agreement**"), attached hereto as **Exhibit A** and incorporated by this reference, pursuant to which the Contractor

agreed to provide Gaithersburg, among other things, the Services. In accordance with Section 17-71(b) of the Rockville City Code, the same terms and conditions of the Gaithersburg Procurement Agreement for the procurement of the Services are extended to the City by Contractor, subject to the terms and conditions of this Rider Agreement; and

6. **WHEREAS,** the Parties agree that (i) the terms and conditions of the Gaithersburg Procurement Agreement are modified by the specific modifications, if any, detailed in the "**Specific Modifications to the Gaithersburg Procurement Agreement**" attached hereto as **Exhibit B** and incorporated herein by this reference, and (ii) where the terms of this Rider Agreement vary from the terms and conditions of the Gaithersburg Procurement Agreement, the terms and conditions of this Rider Agreement shall prevail.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the covenants, warranties and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

OPERATIVE PROVISIONS

ARTICLE I. CONTRACTOR PROVISION OF GOODS AND/OR SERVICES

Section 1.01. Scope of Work. The Contractor shall, in the usual and customary manner consistent with the highest quality industry standards and in accordance with the terms and conditions of this Rider Agreement, provide the Services to the City by completing, from time to time, the work detailed in the "**Scope of Work**" in **Exhibit C**, which is attached hereto and incorporated by this reference, as requested by the City pursuant to Section 1.03 of this Rider Agreement.

Section 1.02. Project Administrators. The following staff members of the Departments are the City's designated "**Project Administrators**":

Ms. Alex Kramer
Parks and Facilities Administrative Manager
240-314-8712
akramer@rockvillemd.gov

Jason Bible
Parks Services Manager
240-314-8703
jbible@rockvillemd.gov

Charles Reed
Parks Services Manager
240-314-8711
creed@rockvillemd.gov

Jessica Corazza
Horticulturist
240-314-8706
jcorazza@rockvillemd.gov

It shall be the Contractor's responsibility to ensure that the applicable Project Administrator is kept informed on the progress of the Scope of Work for the Notice to Proceed submitted by that Project Administrator. The City Manager or his designee may modify the

foregoing list of Project Administrators by notifying the Contractor of such modification in writing.

Section 1.03. Notices to Proceed. When the City requires certain Services, the Contractor will provide those services pursuant to the terms and conditions of this Rider Agreement, upon request, on an as-needed basis, as follows:

(a) A Project Administrator will request the Contractor to provide a price quote for certain required Services ("**City's Request for Price Quote**"). The Project Administrator shall include with the City's Request for Price Quote (i) a scope of work required for the provision of the Services, (ii) the location where the work will be performed and the Services provided, and (iii) a detailed preliminary timeline for the scope of work.

(b) Within two (2) business days of receiving the City's Request for Price Quote, the Contractor shall provide the Project Administrator with a price quote for the requested Services (the "**Contractor Price Quote**"), consistent with the pricing established in the "**Compensation and Fee Schedule**" attached hereto as **Exhibit D** and incorporated herein by this reference.

(c) Upon receipt of the Contractor Price Quote, the Project Administrator will notify the Contractor of its acceptance or rejection of the Contractor Price Quote within five (5) business days.

(d) Upon acceptance of a Contractor Price Quote, the Project Administrator shall provide the Contractor with a City of Rockville Notice to Proceed ("**Notice to Proceed**"). All changes, including without limitation scope and timeline, must be communicated to the Project Administrator and if acceptable confirmed by the supplemental Notice to Proceed.

(e) Any work performed outside the scope of a written Notice to Proceed is at Contractor's risk and faces the probability of delayed or denied payment.

(f) Any agreements or stipulations in any work order that are contrary to the terms of this Agreement shall be void unless the Parties have expressly agreed in writing that such agreement shall supersede the terms of this Agreement.

ARTICLE II. CONTRACT TERM

Section 2.01. Contract Term. The term of this Rider Agreement shall begin on the Effective Date and shall expire on June 30, 2026, unless earlier terminated in accordance with Article IX below. Pursuant to its terms, the Gaithersburg Procurement Agreement shall be automatically extended for up to two (2) successive terms of one (1) year each, unless terminated by either party to the Gaithersburg Procurement Agreement. If Gaithersburg Procurement Agreement is extended, the City may extend the term of this Rider Agreement by up to two (2) successive terms of one (1) year each, until June 30, 2028, by notifying the Contractor of such extension and confirmation of pricing in writing at least 60 days before June 30, 2026, and June 30, 2027, respectively, and subject to Mayor and Council appropriation of adequate funds.

Section 2.02. Time of Essence. Time is of the essence in the performance of the Scope of Work.

ARTICLE III. COMPENSATION AND PAYMENT

Section 3.01. Compensation; Required Appropriation of Funds.

(a) In order to compensate the Contractor for its provision of the Services, the Mayor and Council agrees to pay the Contractor, subject to any limitations set forth in this Rider Agreement, an amount not to exceed **THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($350,000.00)** for Services rendered by the Contractor during the initial term of this Rider Agreement, pursuant to the pricing established in **Exhibit D** and the terms and conditions of this Rider Agreement (the "**Contract Sum**"). If the term of this Rider Agreement is extended in accordance with Section 2.01, the annual maximum total compensation shall not exceed Three Hundred Fifty Thousand and 00/100 Dollars ($350,000.00) for each fiscal year the term of this Rider Agreement is extended, subject to appropriation by the Mayor and Council. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 3.01 shall be at no cost to the Mayor and Council.

(b) The Mayor and Council appropriates funds on a fiscal year basis; the City's fiscal year runs from July 1 through June 30. Funds have been appropriated for the first year of this Rider Agreement through the end of the fiscal year, June 30, 2026. All payments made under this Rider Agreement after June 30, 2026, are contingent upon appropriation and encumbrance of funds. If the Mayor and Council fails to approve an appropriation to fund this Rider Agreement for a subsequent fiscal year, this Rider Agreement shall terminate on the first day of that fiscal year without further cost to the City.

(c) This Rider Agreement does not guarantee any minimum level of purchases or any minimum amount of compensation.

Section 3.02. Manner and Method of Payment; Invoices.

(a) The City shall pay the Contractor in accordance with the Compensation and Fee Schedule. The Contractor is not entitled to a total payment, including fees for expenses, that exceed the Contract Sum. The method of compensation is detailed in the Compensation and Fee Schedule, and may include (i) a lump sum payment upon completion and acceptance of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the provision of the Services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Compensation and Fee Schedule, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum, or (iv) such other methods as may be specified in the Compensation and Fee Schedule.

(b) Invoices.

(i) In accordance with the Compensation and Fee Schedule, the Contractor shall submit to the Contract Manager, identified in Section 3.02(b)(iii) invoices, in duplicate, for all work performed, tasks and deliverable completed, and expenses incurred during the preceding month in a form approved by City of Rockville Chief Financial Officer or her designee. The invoice shall include this Rider Agreement number, detailed charges for all necessary and actual expenses by the following categories: labor (by sub-category), materials, equipment, supplies, and Subcontractor contracts. Subcontractor charges shall also be detailed by such categories.

(ii) The Contract Manager will independently review the invoices submitted by the Contractor to determine whether the work performed, tasks and deliverables completed, and expenses incurred for the provision of the Services comply with the provisions of this Rider Agreement. Except as to any charges for work performed or expenses incurred by the Contractor which are disputed by the City, or as provided in Section 9.03, the City will use its best efforts to cause the Contractor to be paid within thirty (30) days of receipt the Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by the City, the original invoice shall be returned by the City to the Contractor for correction and resubmission.

(iii) All invoices shall be forwarded to the following address:

Ms. Alex Kramer
Parks and Facilities Administrative Manager
Recreation and Parks Department
City of Rockville
240-314-8700 (Main)
240-314-8712 (Direct)
240-314-8719 (Fax)
akramer@rockvillemd.gov

(iv) Electronic Payment Option. The City's Vendor ACH Payment Program allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account identified automatically and on time. There is no additional cost to participate. All transactions are conducted in a secure environment.

(v) Payment to Subcontractor. Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this Rider Agreement, the Contractor shall either: (A) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this Rider Agreement; or (B) notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment and the reason for non-payment. In no event shall the City be liable for the Contractor's failure to pay a subcontractor. It is the Contractor's responsibility to ensure that no lien for work performed by the Contractor or subcontractor is placed on the City.

Section 3.03. Waiver. Payment to the Contractor for work performed and expenses incurred for the provision of the Services pursuant to this Rider Agreement shall not be deemed to waive defects in the work performed by the Contractor.

Section 3.04. Errors and Omissions. The Contractor is solely responsible for costs, including, but not limited to, increases in the cost of providing the Services, arising from or caused by the Contractor's errors and omissions, as applicable, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

ARTICLE IV. COORDINATION OF WORK

Section 4.01. Representatives and Personnel of Contractor. The following key personnel of the Contractor (the "**Key Personnel**") are hereby designated as being the principals and representatives of the Contractor, authorized to act on its behalf with respect to the work related to the provision of the Services and make all decisions in connection therewith.

Nuno Passarinho President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing personnel were a substantial inducement for the City to enter into this Rider Agreement. Therefore, the foregoing Key Personnel shall be responsible during the Term of this Rider Agreement for directing all activities of the Contractor and devoting sufficient time to personally supervise the work hereunder.

Section 4.02. Status of Contractor. The Contractor shall have no authority to bind the officials, officers, employees or agents of the City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Rider Agreement or is otherwise expressly conferred in writing by the City Manager. The Contractor shall not at any time or in any manner represent that the Contractor or any of the Contractor's officers, employees, agents, or subcontractors, if any, are in any manner officials, officers, employees or agents of the City. Neither the Contractor, nor any of the Contractor's officers, employees, agents, or subcontractors, if any, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the City's employees. The Contractor expressly waives any claim the Contractor may have to any such rights.

Section 4.03. Independent Contractor. Neither the City, nor any of its officials, officers, employees or agents shall (i) have control over the manner, mode or means by which the Contractor, its employees, agents, or subcontractors perform the work related to the provision of the Services, except as otherwise set forth herein; or (ii) have a voice in the selection, discharge, supervision or control of the Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. The Contractor shall perform all services required herein as an independent contractor of the City and shall always remain as to the City a

wholly independent contractor with only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

Section 4.04. Intentionally Omitted.

ARTICLE V. CONTRACTOR COVENANTS AND OBLIGATIONS

Section 5.01. Contractor Qualifications. The Contractor covenants that it, its employees, agents and subcontractors, if any, have and shall maintain during the term of this Rider Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform Scope of Work related to the provision of the Services.

Section 5.02. Standard of Care. The Contractor covenants that it shall follow the highest professional standards in performing the work related to the provision of the Services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Rider Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Section 5.03. Compliance with Law. The Contractor covenants that it shall keep itself informed concerning and shall perform all Services in accordance with all ordinances, resolutions, rules, and regulations of the City and any applicable Federal, State or local governmental entity having jurisdiction in effect at the time services are rendered and the Scope of Work performed.

Section 5.04. Licenses, Permits, Fees and Assessments. The Contractor covenants that it shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Scope of Work required by this Rider Agreement. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Scope of Work required by this Rider Agreement, and shall indemnify, defend and hold harmless the City, its officers, employees or agents of the City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the City hereunder.

Section 5.05. Conflict of Interest. The Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder the Contractor's performance of work related to the provision of the Services. The Contractor further covenants that in the provision of the Services, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, if any, without the express written consent of the City Manager. The Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Rider Agreement. The

Contractor further covenants that, in the performance of this Rider Agreement, it will not employ subcontractors or other persons or parties having such an interest. The Contractor certifies that no person who has or will have any financial interest under this Rider Agreement is a member, officer or employee of the City; this provision will be interpreted in accordance with the applicable provisions of the Rockville City Code, as amended from time to time. The Contractor agrees to notify the City Manager or designee if any conflict arises.

Section 5.06. Compliance with ADA. The Contractor covenants and agrees that pursuant to the Americans with Disabilities Act of 1990, as amended (the "**ADA**"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. The Contractor will perform the Scope of Work specified in this Rider Agreement in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. The Contractor will not discriminate against persons with disabilities in the performance of the Scope of Work for the provision of services, benefits or activities provided under this Rider Agreement.

ARTICLE VI. RECORDS, REPORTS, AND RELEASE OF INFORMATION

Section 6.01. Records. The Contractor shall keep, and require subcontractors, if any, to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, records, reports, studies, documents or other information relating to the disbursements charged to City and services performed hereunder (the "**Books and Records**"), as shall be necessary to perform the work related to the provision of the Services required by this Rider Agreement and enable the Contract Administrator to evaluate the performance of such Services. All such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City Manager and his designee shall have full and free access to such Books and Records at all times during normal business hours of the City of Rockville, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the Scope of Work hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of the Contractor's business, custody of the Books and Records may be given to City, and access shall be provided by the Contractor's successor in interest.

Section 6.02. Reports. The Contractor shall periodically prepare and submit to the City Manager or his designee such reports concerning the performance related to the provision of the Services as the City Manager or his designee shall require. The Contractor hereby acknowledges that the cost of work and services to be performed pursuant to this Rider Agreement is a priority for the City. For this reason, the Contractor agrees that if the Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if the Contractor is providing design services, the cost of the project being designed, the Contractor shall promptly notify the Contract Administrator of said fact, circumstance, technique or event and the estimated increased or decreased cost related

thereto and, if the Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

Section 6.03. Intentionally Omitted.

Section 6.04. Intentionally Omitted.

Section 6.05. Confidentiality and Release of Information.

(a) All information gained or work product produced by the Contractor in performance of this Rider Agreement shall be considered confidential, unless such information is in the public domain or already known to the Contractor. The Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Administrator.

(b) The Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or his designee or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Rider Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided the Contractor gives City notice of such court order or subpoena.

(c) If the Contractor, or any officer, employee, agent or subcontractor of the Contractor, provides any information or work product in violation of this Rider Agreement, then the City shall have the right to reimbursement and indemnity from the Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred because of the Contractor's conduct.

(d) The Contractor shall promptly notify the City should the Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Rider Agreement and the work performed there under. The City retains the right, but has no obligation, to represent the Contractor or be present at any deposition, hearing or similar proceeding. The Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by the Contractor. However, this right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response.

ARTICLE VII. INSURANCE AND INDEMNIFICATION

Section 7.01. Insurance Requirement.

(a) At the discretion of the Risk Manager for the City of Rockville (the "**Risk Manager**"), the Contractor shall be required to obtain and maintain, at its sole cost and expense, in a form and content satisfactory to the Risk Manager, during the entire term of this Rider

Agreement including any extensions thereof, the insurance coverages described in **Exhibit E**, entitled "**Insurance Requirements**," which Insurance Requirements shall cover the Mayor and Council, its appointed officers, and employees and agents of the City of Rockville.

(b) In the event the Contractor subcontracts any portion of the Scope of Work hereunder, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 7.01, and such certificates and endorsements shall be provided to the Risk Manager.

Section 7.02. Indemnification. To the full extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Mayor and Council and its appointed officers, employees and agents ("**Indemnified Parties**") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of the Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Contractor is legally liable ("**Indemnors**"), or arising from the Contractor's reckless or willful misconduct, or arising from the Contractor's Indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Rider Agreement, and in connection therewith:

(a) The Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) The Contractor will promptly pay any judgment rendered against the Mayor and Council, its appointed officers, agents or employees for any such Claims or Liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of the Contractor hereunder; and the Contractor agrees to save and hold the Mayor and Council, its appointed officers, agents, and employees harmless therefrom;

(c) In the event the Mayor and Council, its appointed officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of the Contractor hereunder, the Contractor agrees to pay to the Mayor and Council, its appointed officers, agents or employees, any and all costs and expenses incurred by the Mayor and Council, its appointed officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

The Contractor shall incorporate similar indemnity agreements with its subcontractors, and if it fails to do so the Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes Claims or Liabilities arising from any negligent or wrongful act, error or

omission, or reckless or willful misconduct of the Contractor in the performance of services hereunder. The provisions of this Section do not apply to Claims or Liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Contractor and shall survive termination of this Rider Agreement.

Section 7.03. Intentionally Omitted.

Section 7.04. Sufficiency of Insurer or Surety. Insurance or bonds required by this Rider Agreement shall be satisfactory only if issued by companies qualified to do business in Maryland, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager due to unique circumstances. If this Rider Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Rider Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond (if any) may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Manager within 10 days of receipt of notice from the Risk Manager.

ARTICLE VIII. CONTRACTOR REPRESENTATIONS AND WARRANTIES

As a material inducement to the Mayor and Council's entry into this Rider Agreement, the Contractor hereby (i) makes the following representations and warranties to the Mayor and Council, as of the Effective Date, (ii) covenants that until the expiration or earlier termination of this Rider Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Rider Agreement not to be true, the Contractor shall promptly give written notice of such fact or condition to the City Manager or his authorized designee, (iii) acknowledges that the Mayor and Council shall rely upon the Contractor's representations made herein notwithstanding any investigation made by or on behalf of the Mayor and Council, and (iv) agrees that such representations and warranties shall survive until the expiration or termination of this Rider Agreement:

Section 8.01. Organization. The Contractor is duly organized, validly existing and in good standing under the laws of the state in which it is organized and is duly qualified to conduct business in the State of Maryland.

Section 8.02. Authority of the Contractor. The Contractor has full power and authority to execute and deliver this Rider Agreement, and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement, and to perform and observe the terms and provisions of all the above.

Section 8.03. Authority of Persons Executing Documents. This Rider Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Contractor, and all actions required under the Contractor's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Rider Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement, have been duly taken (to the extent such actions are required as of the date of execution and delivery of the above-named documents).

Section 8.04. No Breach of Law or Agreement. To the Contractor's knowledge, neither the execution nor delivery of this Rider Agreement or any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Rider Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Contractor, or any provision of the organizational documents of the Contractor, or will materially conflict with or constitute a material breach of or a material default under any agreement to which the Contractor is a party, or will result in the creation or imposition of any lien upon assets or property of the Contractor, other than liens established pursuant hereto.

Section 8.05. Qualifications. The Contractor, its employees, agents and subcontractors, if any, possess the necessary professional expertise, qualifications and capabilities, and all required licenses and certifications to perform the Scope of Work and provide the Services.

ARTICLE IX. ENFORCEMENT OF AGREEMENT AND TERMINATION

Section 9.01. Maryland Law. This Rider Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Rider Agreement shall be instituted in the Circuit Court of Montgomery County, Maryland, and the Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the District of Maryland, Southern Division.

Section 9.02. Disputes; Default. If the Contractor is in default under the terms of this Rider Agreement, the City shall not have any obligation or duty to continue compensating the Contractor for any work performed after the date of default. Instead, the City may give notice to the Contractor of the default and the reasons for the default. The notice shall include the timeframe in which the Contractor may cure the default. This timeframe is presumptively twenty (20) days, but may be extended, though not reduced, if circumstances warrant. During the period that the Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all the outstanding invoices during the period of default. If the Contractor does not cure

the default, the City may take necessary steps to terminate this Rider Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Rider Agreement.

Section 9.03. Retention of Funds. The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and (ii) all amounts for which the City may be liable to third parties, by reason of the Contractor's acts or omissions in performing or failing to perform the Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by the Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the City as elsewhere provided herein.

Section 9.04. Waiver. Waiver by either Party to this Rider Agreement of any term, condition, or covenant of this Rider Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Rider Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Rider Agreement. Acceptance by the City of any work or services by the Contractor shall not constitute a waiver of any of the provisions of this Rider Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Rider Agreement.

Section 9.05. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Rider Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 9.06. Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Rider Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Rider Agreement.

Section 9.07. Intentionally Omitted.

Section 9.08. Termination Prior to Expiration of Term. This Section shall govern any termination of this Rider Agreement except as specifically provided in the following Section for

termination for cause. The City reserves the right to terminate this Rider Agreement at any time, with or without cause, upon thirty (30) days' written notice to the Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the City Manager or his designee. Upon receipt of any notice of termination, the Contractor shall immediately cease all work hereunder except such as may be specifically approved by the City Manager or his designee. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all portions of the Scope of Work performed prior to the effective date of the notice of termination for any Scope of Work authorized by the City Manager or his designee or such as may be approved by the City Manager or his designee, except as provided in Section 7.02. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 9.02.

Section 9.09. Termination for Default by Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Rider Agreement, the City may, after compliance with the provisions of Section 9.02, take over the work related to the provision of the Services and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and the City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

Section 9.10. Attorneys' Fees. If either Party to this Rider Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Rider Agreement, the Parties agree each is responsible for its attorney's fees unless otherwise required by this Rider Agreement.

ARTICLE X. MISCELLANEOUS PROVISIONS

Section 10.01. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Contractor and the City shall be given either by (a) personal service, (b) delivery by reputable overnight document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) mailing utilizing a certified or mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, addressed to:

To the City:
Mayor and Council of Rockville
c/o Office of the City Clerk / Director of Council Operations
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Clerk / Director of Council Operations

Email: cityclerk@rockvillemd.gov
Telephone: (240) 314-8283

With copies to:

Office of the City Manager
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Manager
Email: cmo@rockvillemd.gov
Telephone: (240) 314-8102

Office of the City Attorney
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Attorney
Email: cityattorney@rockvillemd.gov
Telephone: (240) 314-8150

Department of Purchasing
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Director
Email: procurement@rockvillemd.gov
Telephone: (240) 314-8432

To the Contractor:

Nuno Passarinho
President
Olney Masonry Corporation
6701 Ammendalte Road
Beltsville, Maryland 20705
Email: nunop@olneymasonry.com

Notices personally delivered shall be deemed effective upon receipt or refusal thereof. Notices given by a reputable overnight document delivery service shall be deemed effective one (1) business day after delivery by such service. Notices mailed shall be deemed effective on the fifth (5^{th}) business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing. As used herein, "business day" means a day other than Saturday, Sunday, or a federal holiday, state holiday in the State of Maryland, or a city holiday in the City of Rockville, Maryland.

Section 10.02. Incorporation of Recitals; Interpretation.

(a) Incorporation of Recitals. The Recitals and Exhibits are an integral part of this Rider Agreement and set forth the intentions of the Parties and the premises on which the Parties

have decided to enter into this Rider Agreement. Accordingly, the Recitals above and Exhibits attached are incorporated as if fully set forth into this Rider Agreement by this reference and incorporated by reference and state the obligations as if the parties to the Gaithersburg Procurement Agreement were identical to the parties of this Rider Agreement.

(b) Interpretation. The terms of this Rider Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Rider Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Rider Agreement. In the event of any conflict or inconsistency between the provisions of this Rider Agreement and the Gaithersburg Procurement Agreement, the provisions of this Rider Agreement will prevail and govern the interpretation thereof.

Section 10.03. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Mayor and Council shall be personally liable to the Contractor in the event of any default or breach by the Mayor and Council or for any amount which may become due to the Contractor or its successors or assigns or on any obligation under the terms of this Rider Agreement.

Section 10.04. No Waiver of Sovereign Immunity by Mayor and Council. Notwithstanding any other provisions of this Rider Agreement to the contrary, nothing in this Rider Agreement nor any action taken by the Mayor and Council pursuant to this Rider Agreement nor any document which arises out of this Rider Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Mayor and Council and its appointed officials, officers and employees.

Section 10.05. No Third-Party Beneficiaries. No provision of this Rider Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

Section 10.06. Equal Opportunity Employment. Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment regarding the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If Contractor fails to comply with nondiscrimination clauses of this Rider Agreement or fails to include such contract provisions in all subcontracts, this Rider Agreement may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts with the Mayor and Council. Any employee, applicant for

employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

Section 10.07. Authority of the City Manager in Disputes. Any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by this Rider Agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under this Rider Agreement. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.

Section 10.08. Tax Exemption. The City is exempt from the payment of any federal excise or any Maryland sales tax.

Section 10.09. Severability. If any term, provision, covenant, or condition of this Rider Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Rider Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Rider Agreement. In the event that all or any portion of this Rider Agreement is found to be unenforceable, this Rider Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Rider Agreement or that portion which is found to be unenforceable.

Section 10.10. Entire Agreement, Waivers and Amendments. This Rider Agreement integrates all the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties. All waivers of the provisions of this Rider Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties.

Section 10.11. Counterparts. This Rider Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Section 10.12. Electronic Signatures. This Agreement may be executed by electronic signature, which will be construed as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically

scanned and transmitted versions (e.g., via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as DocuSign or Adobe Sign.

(**Signature pages to follow**)

IN WITNESS WHEREOF, the Parties have each executed, or caused to be duly executed, this Rider Agreement in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives thereunto duly authorized) as of the day and year first written above.

MAYOR AND COUNCIL

Approved as to form:

THE MAYOR AND COUNCIL OF ROCKVILLE, a body corporate and municipal corporation of the State of Maryland

By: _____
Jeff Mihelich, City Manager

_____
Robert E. Dawson, City Attorney

CONTRACTOR

OLNEY MASONRY CORPORATION, a Maryland corporation

By: _____
Nuno Passarinho, President

EXHIBIT A
Gaithersburg Procurement Agreement

Please See Attached.

EXHIBIT B
Specific Modifications to the Gaithersburg Procurement Agreement

The following provisions of the Gaithersburg Procurement Agreement are deleted in their entirety:

- Recitals
- Section 3. Compensation, subsection A
- Section 4. Invoices, Payments and Taxes, subsections A and B
- Section 5. Duration
- Section 7. Insurance
- Section 11. Indemnification
- Section 16. Arbitration
- Section 18. Non-Discrimination Requirements

(End of Exhibit B)

EXHIBIT C
Scope of Work

See Attached

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EXHIBIT C

GENERAL REQUIREMENTS, REFERENCES AND TECHNICAL SPECIFICATIONS

A. SUMMARY DESCRIPTION OF WORK

The intent of this contract is to establish unit priced items related to: asphalt pavement repairs to include milling, patching, resurfacing, and the rehabilitation or replacement of roadway pavements; the removal and replacement and/or installation of concrete curbs and sidewalks; and the repair, replacement, or installation of storm drain pipes and structures at various locations on residential roadways within the City of Gaithersburg.

This unit price contract is intended to provide construction services in support of the City's Surface Improvement Program, Annual Sidewalk Repair Program, and other Department of Public Works CIP and non-CIP construction projects which contain similar work items but are too small to be efficiently bid as separate projects.

Please note that there is no separate payment item for Mobilization and Demobilization. All costs related to Mobilization and Demobilization shall be considered part of the unit prices for the work items listed. Bidders should expect work to take place at 5 to 12 sites in the City each year.

The amount of work performed under this contract on an annual basis will be contingent upon funds available as determined by the Mayor and City Council after funding appropriations have been granted each fiscal year.

The Contractor will ensure the quality of work by employing qualified and experienced personnel. The Contractor will provide all necessary management, supervision, personnel, labor, tools, services, materials, and equipment for all work performed under the contract. All contract unit prices shall be the price inclusive of all Contractor costs.

Where applicable, specifications shall apply in the following order of preference:

1) A specification provided in these Contract Documents.
2) A Montgomery County Department of Transportation Standard specification or detail.
3) The most recent version of the Maryland Department of Transportation, State Highway Administration's Standard Specifications for Construction and Materials and Supplemental Provisions.

B. REFERENCED STANDARDS AND SPECIFICATIONS

The following specifications and standards, including addenda, amendments and errata, form a part of this specification to the extent required by the references thereto. The Contractor is responsible for adhering to these specifications and any newer versions of the referenced standards and specifications. The list below contains the most frequently used standards that are referenced, but other standards may be referenced in the standard specifications.

American Association of State Highway and Transportation Officials (AASHTO). Washington, D.C.<http://www.transportation.org/>, Referenced as "AASHTO".

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American Concrete Institute (ACI), Farmington Hills, Michigan. <http://www.concrete.org/general/home.asp>. Referenced as "ACI".

- ACI-318 – "Building Code Requirements for Reinforced Concrete".

- ACI-350/350R – "Code Requirements for Environmental Engineering Concrete Structures and Commentary".

- ACI SP-66-94 – "Detail and Detailing of Concrete Reinforcement". This standard replaced ACI 315-92. American National Standards Institute (ANSI), Washington D.C.

American Society of Testing and Materials International, Standards Worldwide. West Conshohocken, PA. <http://www.astm.org/Standard/index.shtml>, Referenced as "ASTM".

Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice". Schaumburg, Illinois. <http://www.crsi.org/>. Referenced as "CRSI"

- CRSI "Manual of Standard Practice", 27th edition.

- CRSI 10PLACE "Placing Reinforcing Bars", 8th edition,

International Code Council (ICC), International Building Code (IBC). Washington D.C. <http://www.iccsafe.org/, 2006>. Referenced as "International Building Code"

Maryland Department of the Environment (MDE), Water Management Administration in association with Soil Conservation Service and State Soil Conservation Committee, "1994 Maryland Standards and Specifications for Soil Erosion and Sediment Control". Baltimore, Maryland. 1994. Reference as "MDE Specifications for Soil Erosion and Sediment Control".

Maryland Department of Transportation (MDOT), State Highway Administration (SHA), Hanover, Maryland. < http://www.mdot.state.md.us/>. Referenced as "MDOT SHA".

- "Book of Standards for Highway and Incidental Structures," and all revisions thereof, or additions thereto. Referenced as "MDOT SHA Standard Details".

- "Standard Specifications for Construction and Materials", July, 2020and all revisions thereof, or additions thereto. Referenced as "MDOT SHA Standard Specifications for Construction and Materials".
https://www.roads.maryland.gov/ohd2/2020_Standard_Specifications.pdf

Montgomery County Department of Transportation (MCDOT), Rockville, Maryland.
"Design Standards", February 2001.
- "Montgomery County Road Construction Code and Standard Specifications", 1967.

- "Work Zone Traffic Control Standards", January 2002.

Montgomery County, Code of Montgomery County Regulations (COMCOR), Chapter 19.00.01, Stormwater Management

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National Asphalt Pavement Association (NAPA), Lanham, Maryland. <http://www.hotmix.org/>.

- "Design, Construction and Maintenance Guide for Porous Asphalt Pavements," Information Series No. 131, 2003.
- "Design, Construction, and Maintenance of Open-Graded Friction Courses", Information Series 115, 2002.

NSF International, "NSF/ANSI Standard 61" (NSF 61). Ann Arbor, Michigan. <http://www.nsf.org/business/water_distribution/>.

Potomac Electric Power Company, Requirements and Specifications for High Voltage Customer Built Facilities, 1994.

United States Department of Agriculture (USDA), Natural Resources Conservation Service, "Maryland Conservation Practice Standard, Pond, Code 378 (MD-378)", January 2000. Washington D.C. Referenced as "NRCS MD-378".

United States Department of Justice (USDJ), American Disabilities Act (ADA), "ADA Standards for Accessible Design". Washington D.C. 1994. <http://www.ada.gov/>

United States Occupational Safety and Health Administration (OSHA), "Confined Spaces Standard". Washington D.C. <http://www.osha.gov>.

Washington Suburban Sanitary Commission (WSSC). Laurel, Maryland. http://www.wsscwater.com/index.cfm

- "General Conditions and Standard Specifications", 2015. Referenced as "WSSC General Conditions and Standard Specifications".

- "Standard Details for Construction", 2005. Referenced as "WSSC Standard Details".

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C. UNDERGROUND UTILITIES

The contractor shall notify respective utility companies in accordance with state law, regarding possible presence of water, sewer, gas mains, electric wires, conduit, communication cables (both overhead and underground), poles and house service connections in the street or common areas in which the construction project is to be performed.

Prior to the start of any work on the project, the Contractor shall notify Miss Utility 48-hours in advance. For Locations of Utilities, call "MISS UTILITY", at 811 or 1-800-257-7777 or http://www.missutility.net and must;

(a) Request a MISS UTILITY stakeout and possess a valid MISS UTILITY clearance ticket number for any underground work.

(b) Contact all utilities within the limits of the Task Order who are not members of MISS UTILITY, and obtain a stakeout of their respective facilities.

It is the Contractor's responsibility to locate and verify the elevation of all underground structures and utilities prior to commencing excavation activities of any kind.

The Contractor shall locate all existing utilities and be responsible for their safety. Should any existing utilities be damaged or destroyed due to the operations of the Contractor, the damages or destroyed components shall be immediately replaced or repaired as necessary to restore the utility to a satisfactory working condition. These repairs or replacements shall be at no additional expense to the City or the owner of the utility.

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D. TECHNICAL SPECIFICATIONS

CATEGORY 100 – PRELIMINARY

ITEM 1001 : MAINTENANCE OF TRAFFIC

GENERAL

The purpose of this item will be to provide for the safe and continuous maintenance of both vehicular and pedestrian traffic throughout the work zones and to minimize accidents and accident severity while at the same time minimizing inconvenience to the traveling public and the Contractor.

The work under this time shall be performed in accordance with all of the applicable provisions of the "Manual on Uniform Traffic control Devices", and the Maryland State Highway Administration, Standard "Specification for the Construction and Materials"' Section 104, 2008 and addenda and errata thereto.

The Contractor shall furnish, install and maintain all necessary barricades, suitable and sufficient caution lights, danger signals, warning signals, arrow boards, and detour signs including any cold mix required for temporary patching of road cuts and utility adjustments. The Contractor shall take all necessary precautions for the protection of work and safety to the public. All barricades and obstructions shall be illuminated at night and all lights shall be kept burning from sunset to sunrise.

WORK RESTRICTION

The Contractor shall contact the adjacent property owners a minimum of 48-hours in advance of any work on the site, informing them of the scope and timing of construction.

Ingress and egress to adjacent properties shall be maintained at all times.

During non-working hours, all excavated materials shall be removed from the roadway; cuts shall be plated, as necessary and two-way traffic shall be maintained.

During working hours, the Contractor may utilize the roadway in accordance with the approved traffic control plan.

The noise levels shall not exceed those established by law and the Engineer reserves the right to impose additional restrictions should it be warranted.

The Contractor shall cooperate in every way with City officials in maintaining, as much as possible, normal vehicular and pedestrian access.

Vehicles parked in the general work area by the Contractor or his employees must be in current or immediate use and must be essential to the completion of that phase of construction in progress. All other vehicles shall be parked or stored as directed by the Project Manager.

Excavated material shall be stored away from the roadway whenever possible. Any earth or fill material, which might be dropped on the traveled surface of the roadway, should be removed to avoid slippery conditions. A water truck or other approved method shall

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be provided to be used as directed by the Project Manager to control dust in all areas of construction.

All traffic control devices not applicable to the actual situation shall be removed, covered, or turned away from the drivers view as soon as possible.

TRAFFIC CONTROL PLAN

The Contractor shall submit in writing, "A Traffic Control Plan", described for purpose of this bid as a T.C.P.

The T.C.P. for each street shall be submitted to the Director of Public Works, for approval, two (2) weeks prior to implementation. No work shall begin without a signed approval.

The T.C.P. should include the proposed method for providing the safe and continuous maintenance of vehicular and pedestrian traffic as previously described. The T.C.P. should indicate the types of and locations for all related signing, temporary stripping and/or any other applicable devices.

The option to detour daytime traffic should be considered in the development of the T.C.P. Since it is the intent to reconstruct the street in a systematic manner, properly signed and well planned daytime detours may be approved for certain streets where traffic flow will be severely impeded.

FIELD PERSONNEL

In accordance with MSHA Specification Section 104.18, the Contractor shall name in writing a Traffic Manager to implement Traffic Control Plans and this person shall be readily available at the worksite during all working hours. The Traffic Manager shall be familiar with the traffic control plan and have received training on the implementation of Part VI of the MUTCD. Flag persons for any nighttime work must wear retro-reflective clothing. This clothing must show the outline of a human form.

CONSTRUCTION REQUIREMENT

The Contractor shall provide for the safe and expeditious movement of all traffic throughout the work zone in accordance with the approved T.C.P., special provisions, and as directed by the Engineer.

MEASUREMENT AND PAYMENT

Maintenance of Traffic will not be measured but will be paid for on a **per work day basis, based on the number of work days requiring Maintenance of Traffic**. All work incidental to the maintenance of traffic, including flag person; the relocating, maintaining and removal of existing traffic signs and other traffic devices, development and implementation of a T.C.P. will be paid for at a per work day price for Maintenance of Traffic. This price shall include all materials, labor and work of any kind including the installation of temporary pavement striping incidental to this item.

NOTICE TO BIDDER

A qualified Traffic Control Manager shall be in charge of setting up all traffic control devices at the beginning of the day, as well as removing all unnecessary signage at the close of the day.

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ITEM 1002 : PORTABLE VARIABLE MESSAGE SIGNS (PVMS)

GENERAL

This item shall be in accordance with Subsection 104.19 of "MDOT SHA Standard Specifications for Construction and Materials" and as directed by the Project Manager.

DESCRIPTION

The work for this item shall provide to furnish, install and relocate portable, self-contained, trailer mounted, variable message signs. The use of this item shall be specified in the Traffic Control Plan.

MEASUREMENT AND PAYMENT

The Portable Variable Message Sign will be measured and paid for at the Contract price per unit day as specified in in Subsection 104.19.04 of the "MDOT SHA Standard Specifications for Construction and Materials".

ITEM 1003 : TEMPORARY ORANGE CONSTRUCTION FENCE

GENERAL

This item shall be in accordance with Subsection 104.20 of "MDOT SHA Standard Specifications for Construction and Materials" and as directed by the Project Manager.

DESCRIPTION

The work for this item shall provide to furnish, install and maintain new or like new temporary orange mesh construction fence. This fence is not to be used as a safety barrier

MEASUREMENT AND PAYMENT

The Temporary Orange Construction Fence will be measured and paid for at the Contract Unit Price bid per linear feet as specified in in Subsection 104.20.04 of the "MDOT SHA Standard Specifications for Construction and Materials".

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CATEGORY 200 – GRADING

ITEM 2001 : GENERAL EXCAVATION

GENERAL

This item shall be conducted in accordance with Section 201 "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents, the approved plans and as specified below.

DESCRIPTION

Replace *201.01 DESCRIPTION and 201.01.01 CLASSIFICATION* in Section 201 of the "MDOT SHA Standard Specifications for Construction and Materials" with the following:

201.01 DESCRIPTION This work shall consist of the excavation, grading and any necessary undercutting required for the construction of roadways and their appurtenances to the lines and grade specified in the Contract Documents and as directed by the Project Manager. The Contractor shall use all suitable materials from any excavation in the construction of embankments throughout the limits of the work as directed by the Project Manager. Any necessary undercutting shall be approved by the Contract Administrator or Designee in advance. Any rock, if encountered, will be the responsibility of the Contractor and no additional compensation will be considered.

201.01.01 Classification. GENERAL EXCAVATION is all inclusive of the following:

(a) CLASS 1 — All excavation where the width of the bottom of the cut is 15 ft. or more.
(b) CLASS 1-A — All excavation of unsuitable material below the lowest excavation limits established.
(c) CLASS 2 — All excavation where the width of the bottom of the cut is less than 15 ft. Excavation for flumes, ditches outside cut or fill slopes, and stream and channel changes are included in this classification unless otherwise specified.
(d) Cut areas within the boundary faces of the typical cross sections specified, including ditches within the cut sections, entrances, approach roads, streets, intersections, gutters, ditches, berm ditches, and flumes.
(e) The removal and disposal of existing hot mix asphalt and concrete pavement, hot mix asphalt and concrete sidewalks and curb, and concrete combination curb and gutter, shall be performed as specified in this Contract Document.

MEASUREMENT AND PAYMENT

Replace *201.04 MEASUREMENT and PAYMENT* in Section 201 of the "MDOT SHA Standard Specifications for Construction and Materials" with the following:

General Excavation will be measured and paid for at the Contract Unit Price bid per cubic yard. Payment for this item includes, but is not limited to, all Class 1, Class 1-A, and Class 2 Excavation. The payment will be full compensation for all excavation and hauling, blasting, formation and compaction of embankments and backfills, disposing of excess and unsuitable materials, preparation and completion of subgrade and shoulders except as otherwise specified, serrated slopes, rounded and transition slopes, and for all material, labor, equipment, tools, and incidentals necessary to complete the work. Payment will not be made for excavation of any material used for purposes other than those specified.

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ITEM 2002 : TEST PIT EXCAVATION

DESCRIPTION

This item shall be conducted in accordance with Section 205 of the "MDOT SHA Standard Specifications for Construction and Materials", as directed by the Project Manager, and as specified herein. Excavate and backfill test pits to determine the location of existing underground utilities. Prior to any land disturbance, excavate test pits at the location and to the size and depth as directed and authorized by the Project Manager.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per cubic yard for the material actually removed from within the limits specified. The payment will be full compensation for all excavation, tamped backfill, and all material, labor, equipment, tools, and incidentals necessary to complete the work.

ITEM 2003 : FULL DEPTH SAW CUT

DESCRIPTION

This item shall be conducted in accordance with Section 206 of the "MDOT SHA Standard Specifications for Construction and Materials" and as specified herein. Saw cut to full depth along the lines specified or as directed.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per linear foot as specified in Section 206 of the "MDOT SHA Standard Specifications for Construction and Materials".

ITEM 2004 : REMOVAL OF EXISTING CURB AND GUTTER

DESCRIPTION

This item shall be conducted in accordance with Section 206 of the "MDOT SHA Standard Specifications for Construction and Materials", Montgomery County Department of Transportation (MCDOT), and as specified herein.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per linear foot as specified in Section 206 of the "MDOT SHA Standard Specifications for Construction and Materials".

ADD THE FOLLOWING: This item shall include the excavation and removal of any unsuitable material as directed by the Project Manager.

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ITEM 2005 : REMOVAL OF EXISTING SIDEWALK
ITEM 2006 : REMOVAL OF EXISTING PAVING

DESCRIPTION

These items shall be conducted in accordance with Section 206 of the "MDOT SHA Standard Specifications for Construction and Materials", Montgomery County Department of Transportation (MCDOT), and as specified herein.

MEASUREMENT AND PAYMENT

These items will be measured and paid for at the Contract Unit Price bid per cubic yard as specified in Section 206 of the "MDOT SHA Standard Specifications for Construction and Materials".

ADD THE FOLLOWING: These items shall include the excavation and removal of any unsuitable material as directed by the Project Manager.

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CATEGORY 300 – DRAINAGE

ITEM 3001 : RAISE AND/OR ADJUST INLET TOPS AND THROATS TO MEET GRADE

GENERAL

This item is for adjustment of all curb inlets to meet the new elevation as directed by Project Manager. The adjustments shall be in accordance with "MDOT SHA Standard Specifications for Construction and Materials" and the Montgomery County Department of Transportation (MCDOT) Standard Specifications.

DESCRIPTION

The work under this item shall include but not limited to the following:

1. Remove the top and/or throat section as required.
2. Raise to the new elevation by the use of rings for pre-cast or brick for masonry structures.
3. Reset inlet tops for pre-cast or brick up and pour new throats using SHA mix 3 concrete for masonry inlets to receive the existing top.
4. Care should be taken in the removal and handling of the existing tops. Any careless handling that creates damage shall be the responsibility of the contractor.

MEASUREMENT AND PAYMENT

This item will not be measured but shall be placed on an each basis. The Contract Unit Price bid on an each basis shall be full compensation for all work necessary to raise the existing inlets to meet the new grade and shall include all labor material, equipment, tools, rings, brick, mortar, paint and all other items incidental to the performance of the work.

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ITEM 3002 : REMOVE, DISPOSE AND REPLACE/REPAIR STORM DRAIN INLETS AND TOPS

GENERAL

This item is for the removal, disposal and repair of storm drain inlets, as directed by Project Manager. These modifications shall be in accordance with "MDOT SHA Standard Specifications for Construction and Materials" and the Montgomery County Department of Transportation (MCDOT) Standard Specifications.

DESCRIPTION

This item shall also include:

1. The removal and disposal of damaged existing storm drain inlets, including excavation of any unsuitable material.
2. The furnishing and placing of new materials, repair of existing structure as directed, any reinforced concrete slabs, tops, all concrete and brick masonry, all required grade and slope adjustments, special or precast units. Per MSHA and MCDOT specs.
3. Back filling, compacting and stabilizing, in kind, all disturbed areas resulting from the inlet replacement.
4. All labor, materials and incidentals necessary to completing the work as directed.

MEASUREMENT AND PAYMENT

Surface measurements of the completed storm drain inlet shall be taken, from which the areas in square feet of completed work shall be computed and used for payment, no matter the thickness. The Contract Unit Price bid per square foot shall be full compensation for the removal, disposal and replacement of the inlets as directed. Included in this item shall be all saw cuts, excavation, sub-grade preparation, forms, reinforcement, concrete joint materials, curing compound, brick masonry, finishing, compacting and stabilizing, in kind, of all the disturbed areas resulting from this work. Also included shall be all labor tools, equipment, and incidentals necessary to perform the work.

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ITEM 3003 : "GUTTERBUDDY" OR APPROVED EQUAL INLET PROTECTION

GENERAL

This item is for the protection of existing inlets to prevent sediment, debris and other pollutants from entering the storm water systems during construction.

The work under this item shall be performed in accordance with manufacturers detail and specifications. This item includes the installation, maintenance and removal of silt fence necessary to construct the project in accordance with the mandatory sediment control measures, as directed by the Project Manager.

MEASUREMENT AND PAYMENT

"Gutterbuddy" or approved equal will be measured and paid for at the Contract Unit Price bid per linear foot. The payment will be full compensation for material, labor, equipment, tools, removal, maintenance, and incidentals necessary to complete the work,

ITEM 3004 : SILT FENCE

GENERAL

The work under this item shall be performed in accordance with Section 308 of the "MDOT SHA Standard Specifications for Construction and Materials".

This item includes the installation, maintenance and removal of silt fence necessary to construct the project in accordance with the mandatory sediment control measures, as directed by the Project Manager.

MEASUREMENT AND PAYMENT

Silt Fence will be measured and paid for at the Contract Unit Price bid per linear foot. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.

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ITEM 3005 : NEW PIPE CONNECTIONS TO EXISTING STORM DRAIN STRUCTURES
ITEM 3006 : FURNISH & INSTALL 15" CL. IV RCP
ITEM 3007 : FURNISH & INSTALL 18" CL. IV RCP
ITEM 3008 : FURNISH & INSTALL 24" CL. IV RCP

GENERAL

The work described in Items 3005-3008 shall be conducted in accordance with Section 303 of the "MDOT SHA Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation (MCDOT) Standard Specifications. the Contract Documents, the approved plans, and as directed by the Project Manager.

MEASUREMENT AND PAYMENT

Item 3005 - New Pipe Connection to Existing Storm Drain Structures as specified in the Contract documents will be measured complete in place and paid for at the Contract Unit Price bid per each as specified in Section 303 of the "MDOT SHA Standard Specifications for Construction and Materials".

Items 3006 to 3008 - 15" CL. IV RCP, 18" CL. IV RCP, and 24" CL. IV RCP as specified in the Contract documents will be measured complete in place and paid for at the Contract Unit Price bid per linear foot as specified in Section 303 of the "MDOT SHA Standard Specifications for Construction and Materials".

ITEM 3009 : STANDARD "WR" INLET SHA MD 374.21 (MAXIMUM 8 FOOT DEPTH)
ITEM 3010 : "A-5" INLET MC-501.01 (MAXIMUM 8 FOOT DEPTH)
ITEM 3011 : "A-10" INLET MC-501.01 (MAXIMUM 8 FOOT DEPTH)
ITEM 3012 : "J" INLET MC-506.01 (MAXIMUM 8 FOOT DEPTH)

GENERAL

The work described in Items 3009-3012 shall be conducted in accordance with Section 305 of the "MDOT SHA Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation (MCDOT) Standard Specifications, the Contract Documents, the approved plans, and as directed by the Project Manager.

MEASUREMENT AND PAYMENT

Std. "WR" Inlet, "A-5" Inlet, "A-10" Inlet, and "J" Inlet as specified in the Contract documents will be measured complete in place and paid for at the Contract Unit Price bid per each as specified in Section 305 of the "MDOT SHA Standard Specifications for Construction and Materials". Measurement will be from the bottom of the inlet base to the top of the inlet frame and cover or grate.

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ITEM 3013 : VERTICAL DEPTH – ALL INLETS

GENERAL

This item is for any extra vertical depth inlet in accordance with Section 305 of the "MDOT SHA Standard Specifications for Construction and Materials", the approved plans and as directed by the Project Manager.

MEASUREMENT AND PAYMENT

The accepted quantities of extra depth inlet will be paid for at the contract unit price per vertical foot complete in place which price will be full compensation for materials and materials' testing; excavation, special protection; placing, protection and curing of concrete; laying, plastering, protection and curing of brick work; placing and jointing precast sections; construction of steps and channel; cleaning and inspection, and backfilling.

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CATEGORY 400 – STRUCTURES

ITEM 4001: FURNISH AND INSTALL ½" GRADE 60 STEEL DEFORMED BAR

GENERAL

This item shall be conducted in accordance with Section 421 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

MEASURMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per linear feet as specified in in Subsection 421.04.01 of the "MDOT SHA Standard Specifications for Construction and Materials".

ITEM 4002: FUNISH AND INSTALL 6"X6" 6 GUAGE WIRE MESH

GENERAL

This item shall be conducted in accordance with Section 421 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

MEASURMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per square feet as specified in in Subsection 421.04.01 of the "MDOT SHA Standard Specifications for Construction and Materials".

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CATEGORY 500 – PAVING

ITEM 5001 : FURNISH AND INSTALL MDSHA GRADED AGGREGATE BASE COURSE: VARIABLE DEPTH/WIDTH

GENERAL

This item shall be conducted in accordance with Section 501 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

This item will not be measured but shall be placed on a tonnage basis. Payment will be made off the delivery tickets to the site from the supplier of the MDSHA Graded Aggregate Base Course. The Contract Unit Price bid per ton shall be full compensation for all aggregate, including excavation and off-site disposal of excess material, furnishing, hauling, placing, curing, and for all material, labor, equipment, tools, and incidentals necessary to complete the work as directed.

ITEM 5002 : FURNISH AND INSTALL MDSHA #57 AGGREGATE

GENERAL

This item shall be conducted in accordance with Section 501 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

This item will not be measured but shall be placed on a tonnage basis. Payment will be made off the delivery tickets to the site from the supplier of the MDSHA #57 Aggregate. The Contract Unit Price bid per ton shall be full compensation for all aggregate, including excavation and off-site disposal of excess material, furnishing, hauling, placing, curing, and for all material, labor, equipment, tools, and incidentals necessary to complete the work as directed.

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ITEM 5003 : BITUMINOUS CONCRETE ASPHALT FOR SURFACE COURSE : 2 INCH DEPTH AS SPECIFIED (ASPHALT TO BE 64-22-12.5 MM SUPERPAVE) ESAL 3

GENERAL

This item is for the placement of a 2 inch surface course (average depth) in accordance with Section 504 of the "MDOT SHA Standard Specifications for Construction and Materials" and as directed by the Project Manager. 64-22-12.5 MM Superpave mix shall be used.

DESCRIPTION

The work to be performed under this item shall include but not limited to the following:

1. Furnish and place 64-22-12.5 MM Superpave asphalt mix.
2. Clean all areas where surface is to be placed.
3. Saw cut and prepare all joints where new asphalt joins existing pavement.
4. Clean up all asphalt scatterings once the surface has been installed.

WORK RESTRICTION

There will be no placement of this item between October 31 and March 31 unless otherwise approved by the Director of Public Works.

MEASUREMENT AND PAYMENT

This item will not be measured but shall be placed on a tonnage basis. The contractor shall supply plant tickets to the Project Manager for quantity verification. The Contract Unit Price bid per ton shall be full compensation for the furnishing, placing and compacting the surface course. Also included in this item shall be all labor, equipment, temporary striping, and incidentals necessary to place the surface course as specified, day or night paving as directed.

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ITEM 5004 : BITUMINOUS CONCRETE ASPHALT FOR BASE PATCHES AND NEW BASE (ASPHALT TO BE 64-22-19 MM SUPERPAVE) ESAL 3

GENERAL

This item is for the removal and replacement of existing base failures where directed including all excavation (any type) as well as the installation of new base where directed.

The work performed under this item shall be in accordance with Section 504 and 904 of the "MDOT SHA Standard Specifications for Construction and Materials" and as directed by the Project Manager.

DESCRIPTION

This item has been provided to repair, certain base failures as directed by the Project Manager as well as the installation of new base in authorized areas.

The following items of work shall be included under this item:

1. Saw cut, remove and dispose of failed asphalt base as directed, including all excavation.
2. Stabilize and prepare sub-base to receive new paving.
3. Furnish, install and compact new asphalt base.
4. Furnish all labor equipment tools and any incidentals necessary to perform the work.

NOTE: No additional compensation will be justified should old concrete utility patches be encountered

MEASUREMENT AND PAYMENT

This item will not be measured but shall be placed on a tonnage basis. The contractor shall supply plant tickets to the Project Manager for quantity verification. The Contract Unit Price bid per ton shall be full compensation for saw cutting, milling, excavating, stabilizing the sub-grade, furnishing, installing, and compacting the new material, disposing of all excavated pavement, all tools, equipment and incidentals necessary to install base patches.

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ITEM 5005 : BITUMINOUS CONCRETE ASPHALT FOR SURFACE COURSE: 1 1/2 INCH DEPTH AS SPECIFIED (ASPHALT TO BE 64-22- 9.5 MM SUPERPAVE) ESAL 3

GENERAL

This item is for the placement of a 1 1/2 inch surface course (average depth) in accordance with Section 504 of the "MDOT SHA Standard Specifications for Construction and Materials" and as directed by the Project Manager. 64-22-9.5 MM Superpave mix shall be used.

DESCRIPTION

The work to be performed under this item shall include but not limited to the following:

1. Furnish and place 64-22-9.5 MM Superpave asphalt mix.
2. Clean all areas where surface is to be placed.
3. Saw cut and prepare all joints where new asphalt joins existing pavement.
4. Clean up all asphalt scatterings once the surface has been installed.

WORK RESTRICTION

There will be no placement of this item between October 31 and March 31 unless otherwise approved by the Director of Public Works.

MEASUREMENT AND PAYMENT

This item will not be measured but shall be placed on a tonnage basis. The contractor shall supply plant tickets to the Project Manager for quantity verification. The Contract Unit Price bid per ton shall be full compensation for the furnishing, placing and compacting the surface course. Also included in this item shall be all labor, equipment, temporary striping, and incidentals necessary to place the surface course as specified.

ITEM 5006 : FURNISH AND INSTALL CONCRETE BUS PAD (IN ROADWAY)

GENERAL

This item shall be conducted in accordance with Section 520 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the construction of concrete bus pads to match the existing line and grade in accordance with the specifications, the Concrete Bus Pad Detail attached herein, and/or as directed by the Engineer.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per square yard. The payment will be full compensation to furnish all materials and perform all work necessary, including all excavation, grading, disposal of excess or unsuitable material, finishing, curing, joints, joint construction, saw cutting and joint sealing, and for all material, labor, equipment, tools and incidentals necessary to complete the work.

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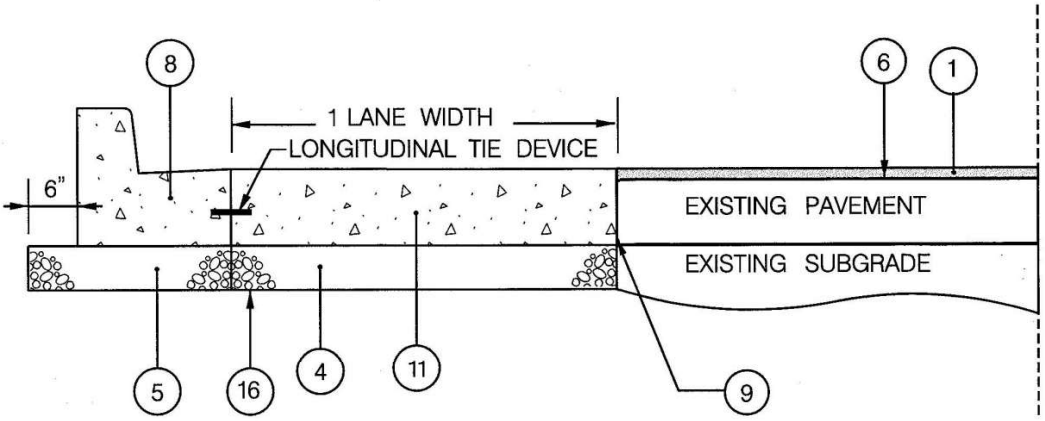
ITEM 5006 – CONCRETE BUS PAD

LEGEND

1 - 2" HOT MIX ASPHALT SUPERPAVE 12.5mm, FOR SURFACE
4 - 6" GRADED AGGREGATE BASE COURSE (GAB)
5 - 6" GRADED AGGREGATE BASE COURSE (GAB) (INCIDENTAL TO CURB & GUTTER)
6 - TOP OF EXISTING PAVEMENT SURFACE AFTER NOMINAL 2" GRINDING
8 - CONCRETE CURB AND GUTTER
9 - FULL-DEPTH SAW CUT (INCIDENTAL)
11 - 8" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT, MIX NO. 9 HE
16 - TOP OF SUBGRADE AND LIMIT OF EXCAVATION



NOTES:

A) CONSTRUCT CONTRACTION JOINTS AT A MAXIMUM SPACING OF 15 FEET, AND MATCHING ADJACENT CURB JOINT LOCATIONS, PER SECTION 520 AND MD 572.21, EXCEPT THE SAW CUTS SHALL BE 1/8" WIDE, 3" DEEP AND DO NOT REQUIRE SEALING.

B) NO MID-SLAB REINFORCEMENT IS REQUIRED.

C) LOAD TRANSFER DEVICES – #8 DOWEL BARS, 18" LONG, 12" ON CENTER, PLACED 6" FROM LONGITUDINAL JOINTS.

D) LONGITUDINAL TIE DEVICES – #4 BARS, 14" J BAR, PLACED 36" ON CENTER (AT SLAB/CURB INTERFACES).

CONCRETE BUS PAD DETAIL

NTS

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ITEM 5007 : FURNISH AND INSTALL STAMPED COLORED PORTLAND CEMENT CONCRETE CROSSWALKS

GENERAL

This item shall be conducted in accordance with Section 520 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

DESCRIPTION

This work shall consist of furnishing and installing stamped colored Portland cement concrete (PCC) crosswalks. The stamped pattern PCC treatment shall be applied according to the manufacturers' specifications and these specifications. The location, pattern, and color shall be as specified in the Contract Documents and as directed by the Engineer.

MATERIALS.

Concrete Mix No. 9	902.10
Portland Cement Concrete & Related Products	902

CONSTRUCTION

The contractor shall use a coloring system from one supplier only. No mixing of materials from different suppliers will be allowed. The Contractor shall use an integral color hardener. The Quality Control Plan shall include the coloring system that the Contractor will be using. The crosswalks shall not be placed until the inside and outside curb and/or curb and gutter have been placed.

1. QUALITY CONTROL PLAN

The Contractor shall submit to the Engineer for approval a written Quality Control Plan at least two weeks prior to the planned start of the stamped pattern work. The plan shall include how the Contractor intends to control the equipment and material application for the treatment process of the PCC surface and to ensure conformance with the manufacturers specifications and Contract Documents. The type of coloring method, color, and a list of materials being used in the project shall be included. For this project no acid type of agents shall be used to clean or treat any of the PCC surfaces.

2. OBSERVATION AND MAINTENANCE PERIOD

The Contractor shall be responsible for any defects in the materials and workmanship of the stamped colored PCC crosswalk treatments for a period of one year from date of completion of the project.

MEASUREMENT AND PAYMENT

Stamped Colored Portland Cement Concrete Crosswalks will be measured and paid for at the Contract Unit Price bid per square yard including the pertinent coloring and stamping system. The square yard measurement will be computed on the basis of plan width and as-built length measured along the pavement center line. The payment will be full compensation for all concrete coloring agents, release agents, concrete, forms, reinforcement steel, chairs, epoxy coating, finishing, curing, joints, joint construction, saw cutting and joint sealing and for all material, labor, equipment, tools, and incidentals necessary to complete the work. The price and payment also includes removal and disposal of materials required to place the Stamped Colored Portland Cement Concrete Crosswalks.

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ITEM 5008 : MILLING HOT MIX ASPHALT PAVEMENT, 2-INCH AVERAGE DEPTH

GENERAL

This item shall be conducted in accordance with Section 508 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

Milling Hot Mix Asphalt Pavement shall be measured and paid for at the Contract Unit Price bid per square yard as specified in Section 508 of the "MDOT SHA Standard Specifications for Construction and Materials".

ITEM 5009 : HOT MIX ASPHALT NON-WOVEN PAVING FABRIC

GENERAL

This work shall consist of furnishing and installing in place Hot Mix Asphalt (HMA) paving fabric. Mirafi® MPV600 or approved equal paving fabrics are needle punched, polypropylene, heat set, non-woven geotextiles with high asphalt absorption. When installed with sufficient asphalt cement tack coat on a properly prepared surface, paving fabric and the tack coat form an impermeable fabric interlayer system that is fully recyclable and adds long-term lifecycle and cost benefits to pavement.

Please note that the Project Manager will determine whether paving fabric is required or not at all paving locations.

MATERIALS

A. Geotextile:

1. The paving fabric shall be needle punched nonwoven and heat treated on one side and shall conform to MSHTO M288, Mild Climate Region specification for paving fabrics and the following physical and mechanical properties:

TABLE 1 - PAVING GEOTEXTILE

Property	Units	Test Method	Minimum Average Roll Value (MARV)
Mass Per Unit Area	oz/yd^2/(gm/m^2)	ASTM D5261	4.6 (156)
Grab Tensile Strength	lb (N)	ASTM D4632	125 (556)
Grab Elongation at Break	%	ASTM D4632	50
Melting Point	0F (0C)	ASTM D276	320 (160)
Asphalt Retention,	gal/yd^2 (l/m^2)	ASTM D6140	0.22 (1.0)

*Approved geotextiles are as follows: Mirafi® MPV600 or approved equal

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SUBMITTALS

A. Submit the following:
   1. Certification: The contractor shall provide to the Engineer a certificate stating the name of the manufacturer, product name, style number, chemical composition of the filaments or yarns and other pertinent information to fully describe the geotextile. The Certification shall state that the furnished geotextile meets MARV requirements of the specification as evaluated under the Manufacturer's quality control program. The Certification shall be attested to by a person having legal authority to bind the Manufacturer.
   2. Quality Standards: The contractor shall provide to the Engineer the Manufacturer's Quality Control Plan along with their current A2LA, GAi-LAP, and ISO 9001:2008 certificate.

EQUIPMENT

A. Asphalt Distributor: The distributor must be suitably metered and capable of spraying the asphalt cement uniformly and at the prescribed application rate. No drilling or skipping shall be permitted.

B. Fabric Handling Equipment: A tractor or similar mechanical device with mounted lay down equipment that is capable of handling full rolls of fabric shall be used. The equipment shall be capable of laying the paving fabric smoothly without excessive wrinkles and/or folds.

C. Miscellaneous Equipment: Stiff bristle brooms used to smooth, and scissors (or blades) used to cut the paving fabric shall be provided by the Installer. A pneumatic-tired roller may be needed in some cases to smooth paving fabric into the asphalt cement.

INSTALLATION

A. Surface Preparation: The surface shall be free of dirt, water, vegetation and other foreign materials prior to placement of the paving fabric. Open cracks ¼ inches or larger shall be filled with sand mixed asphalt as directed by the Engineer. Cracks larger than ½ inch or holes shall be filled with cold or hot mix asphalt. The use of a leveling course may be required prior to placing the paving fabric in severe cases.

B. When installing on existing PCC pavements it is imperative that the concrete slabs are stable and do not exhibit any movement. If there is movement in the slabs this condition must be addressed and corrected prior to installing an interlayer.

C. Application of Sealant: The asphalt cement and binder must be uniformly spray-applied at the specified rate. The quantity required may vary with the surface condition of the existing pavement (e.g. degree of porosity), but shall be applied at a nominal rate of 0.25 gallons per square yard of residual asphalt.

D. Application of asphalt cement (PG 64-22) will be performed by truck-mounted distribution equipment whenever possible, with hand spraying kept to a minimum. The temperature of the asphalt cement must be sufficiently high to permit a uniform spray pattern. The minimum recommended temperature for asphalt cement is 290°F, and should not exceed 325°F.

E. Paving Fabric Placement: The paving fabric shall be placed onto the asphalt cement with a minimum of wrinkles before the asphalt can cool or lose its tackiness. The paving fabric shall be placed so that the non-heat treated (bearded or fuzzy) side is placed downward, into the sealant, thus providing optimum bond between fabric

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and pavement during the construction process. As directed by the Engineer, wrinkles severe enough to cause "folds" shall be slit and laid flat in the direction of paving operations. Brooming the paving fabric will assist it in making intimate contact with the pavement surface.

F. Any overlap of the paving fabric should be minimized, although an overlap of 1 to 3 inches is recommended to insure full closure of overlapping layers. Care must be exercised to prevent edge pick-up by the paver on transverse joints they may be shingled (overlapped) in the direction of paving operations or secured by asphalt tack. The contractor installing the paving fabric must prove that they have at least 4 years' experience in placing paving fabric.

G. In the event that asphalt cement should bleed through the paving fabric before the hot mix asphalt is placed, it may be necessary to absorb any visible sealant by spreading sand or hot mix asphalt over those areas. This should minimize the tendency for construction equipment tires to lift the paving fabric when driving over it. Turning of paving equipment and other vehicles on the paving fabric must be kept to a minimum to avoid movement or damage to the fabric.

Standard paving operations shall follow immediately behind the HMA paving fabric installation. If the fabric becomes wet, it shall be allowed to dry completely before paving. Minimum HMA coverage over the fabric shall be two (2") inches.

MEASUREMENT AND PAYMENT

The Contract Unit Price bid per square yards measured in place, shall be full compensation for the item and shall include all pavement preparation, sweeping, removal and disposal of existing raised pavement markers, furnishing and placing pavement fabric or mat, tack, liquid asphalt cement, and all labor, equipment, materials, and incidentals necessary to complete the work. No price adjustment for Liquid Asphalt Cement will be made.

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ITEM 5010 : REMOVE AND RECONSTRUCT SPEED HUMP/RAISED CROSSWALK (FLAT TOP PROFILE - ANY SIZE/ANY TYPE)

DESCRIPTION

This work is for the complete removal and the reconstruction of existing Speed Hump/Raised Crosswalk, and for the installation of new Speed Humps and Raised Crosswalks.

MATERIAL

Hot Mix Asphalt Mixes	904.04
Heat Applied Permanent Preformed Thermoplastic Pavement Marking Material	951.06
Tack Coat	904.03

CONSTRUCTION

The existing Speed Hump/ Raised Crosswalk will be removed in its entirety and relocated and reconstructed in the location as shown on the approved plans and as directed by the Project Manager. The replacement Speed Hump/ Raised Crosswalk shall be constructed according to the Montgomery County Standard Details and specifications as contained herein.

Note: Both ends of each Speed Hump/ Raised Crosswalk shall be sawcut and milled to a depth of 2" and width of at least 6" for the entire length of each Speed Hump/ Raised Crosswalk.

MEASUREMENT AND PAYMENT

Remove and Reconstruct Speed Hump/ Raised Crosswalk (flat top profile) including Pavement Markings will be measured and paid for at the Contract Unit Price bid per square yard. The payment will be full compensation for the removal and disposal off site of the existing Speed Hump/ Raised Crosswalk in its entirety, the furnishing and placement of all materials required for the re-construction of the Speed Hump/ Raised Crosswalk including the permanent pavement markings, and for all equipment, labor, tools, Traffic Control, and incidentals necessary to complete the work.

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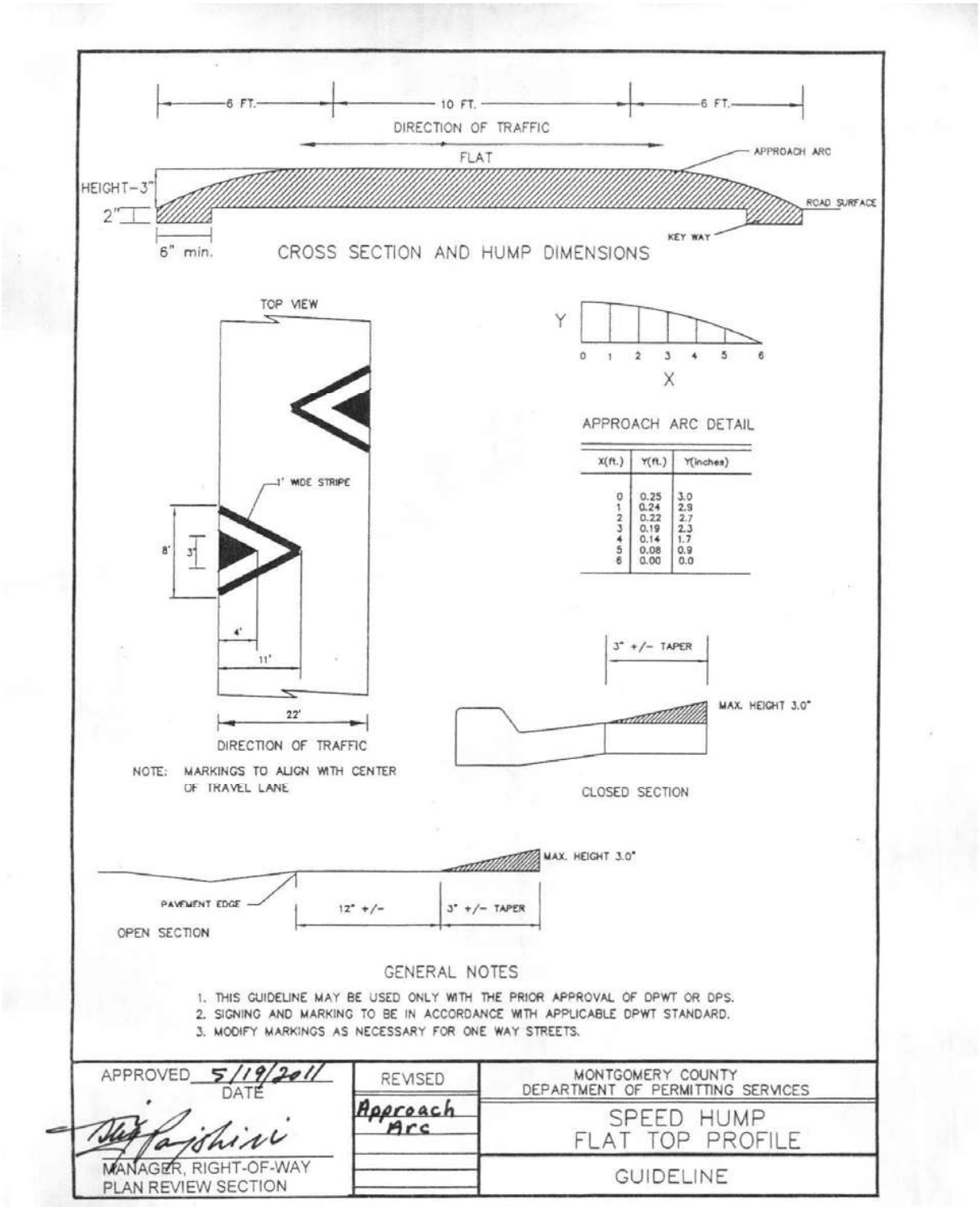
ITEM 5010 – SPEED HUMP



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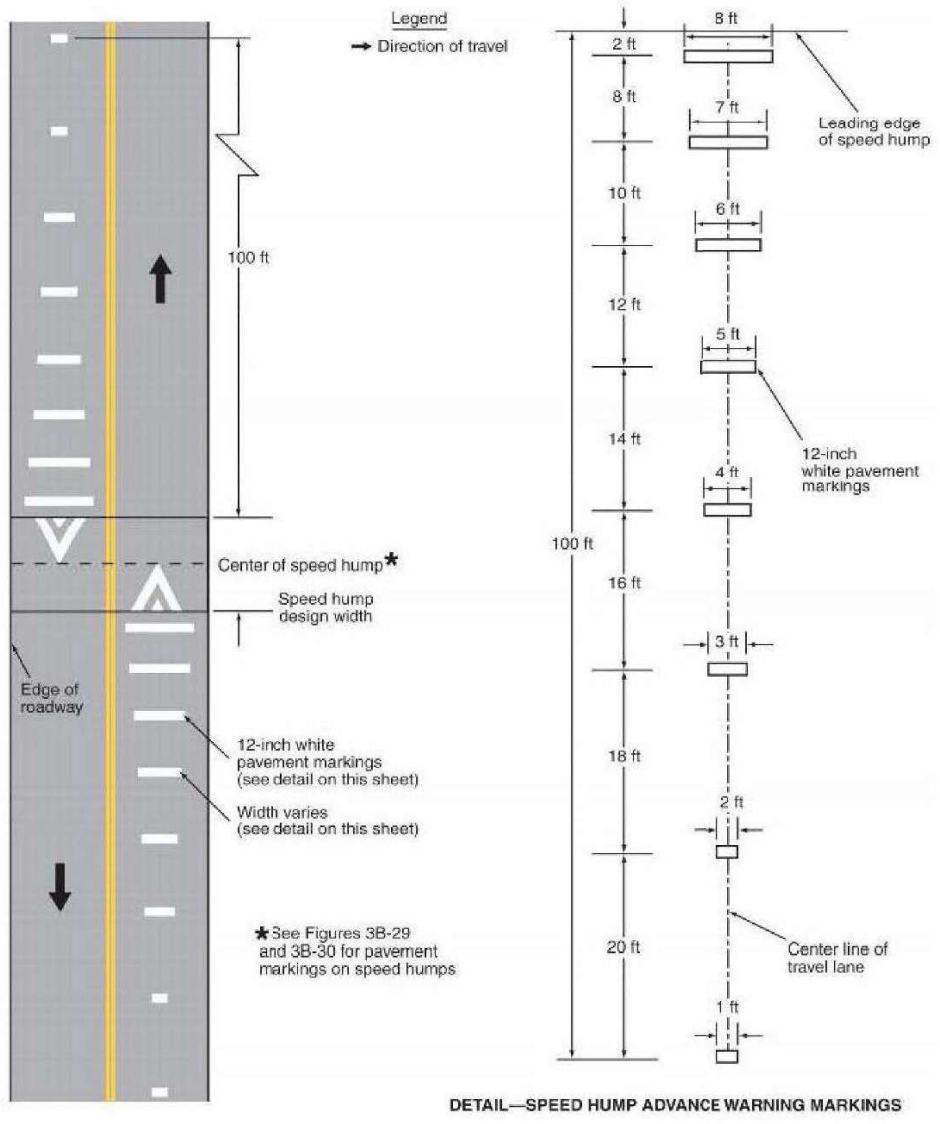
ITEM 5010 – SPEED HUMP ADVANCED WARNING PAVEMENT MARKING

Figure 3B-31. Advance Warning Markings for Speed Humps



DETAIL—SPEED HUMP ADVANCE WARNING MARKINGS

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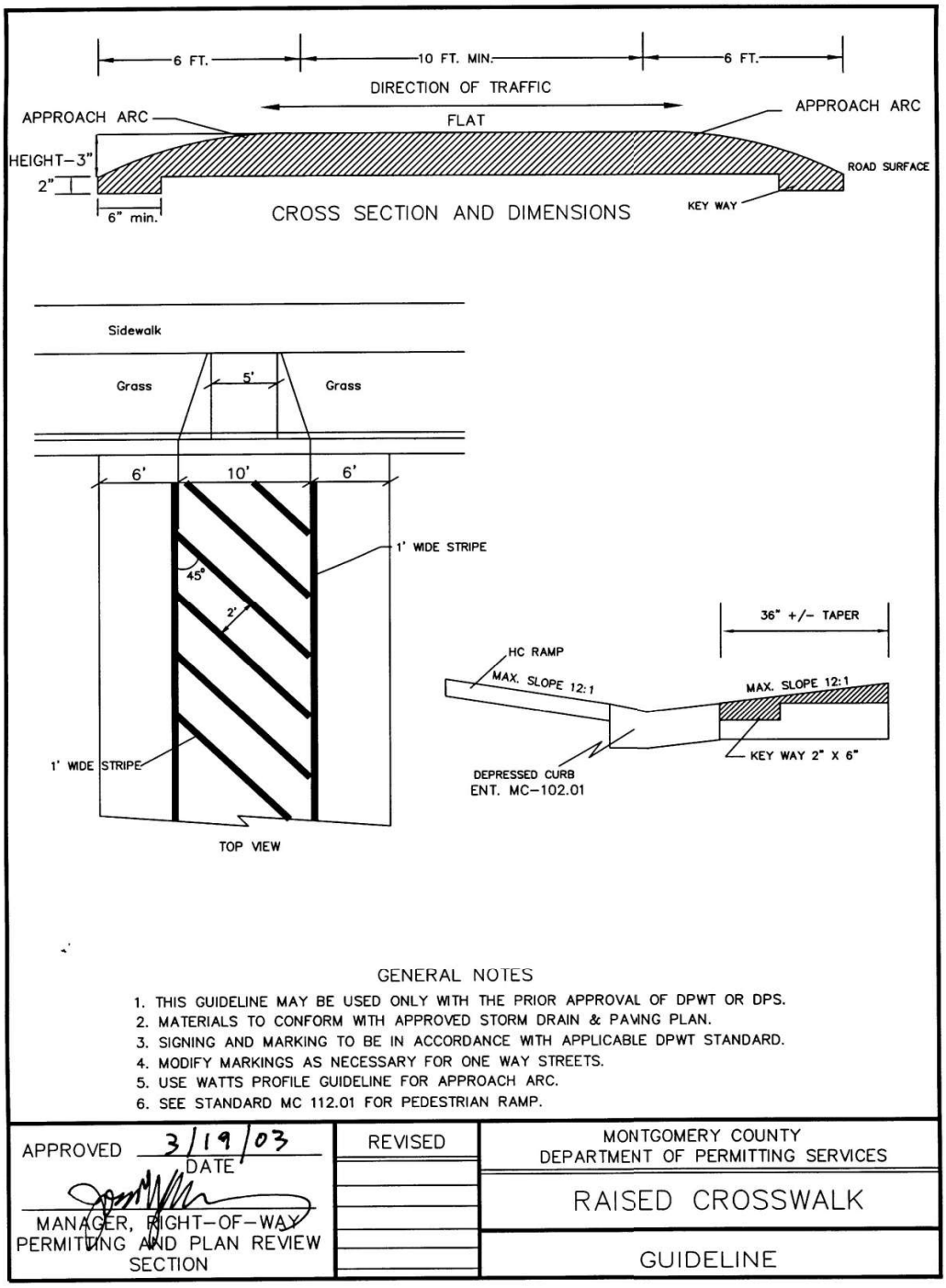
ITEM 5010-RAISED CROSSWALK

CROSSWALK STRIPING TO BE CONTINENTAL STYLE



GENERAL NOTES

1. THIS GUIDELINE MAY BE USED ONLY WITH THE PRIOR APPROVAL OF DPWT OR DPS.
2. MATERIALS TO CONFORM WITH APPROVED STORM DRAIN & PAVING PLAN.
3. SIGNING AND MARKING TO BE IN ACCORDANCE WITH APPLICABLE DPWT STANDARD.
4. MODIFY MARKINGS AS NECESSARY FOR ONE WAY STREETS.
5. USE WATTS PROFILE GUIDELINE FOR APPROACH ARC.
6. SEE STANDARD MC 112.01 FOR PEDESTRIAN RAMP.

APPROVED 3/19/03 DATE MANAGER, RIGHT-OF-WAY PERMITTING AND PLAN REVIEW SECTION	REVISED	MONTGOMERY COUNTY DEPARTMENT OF PERMITTING SERVICES RAISED CROSSWALK GUIDELINE

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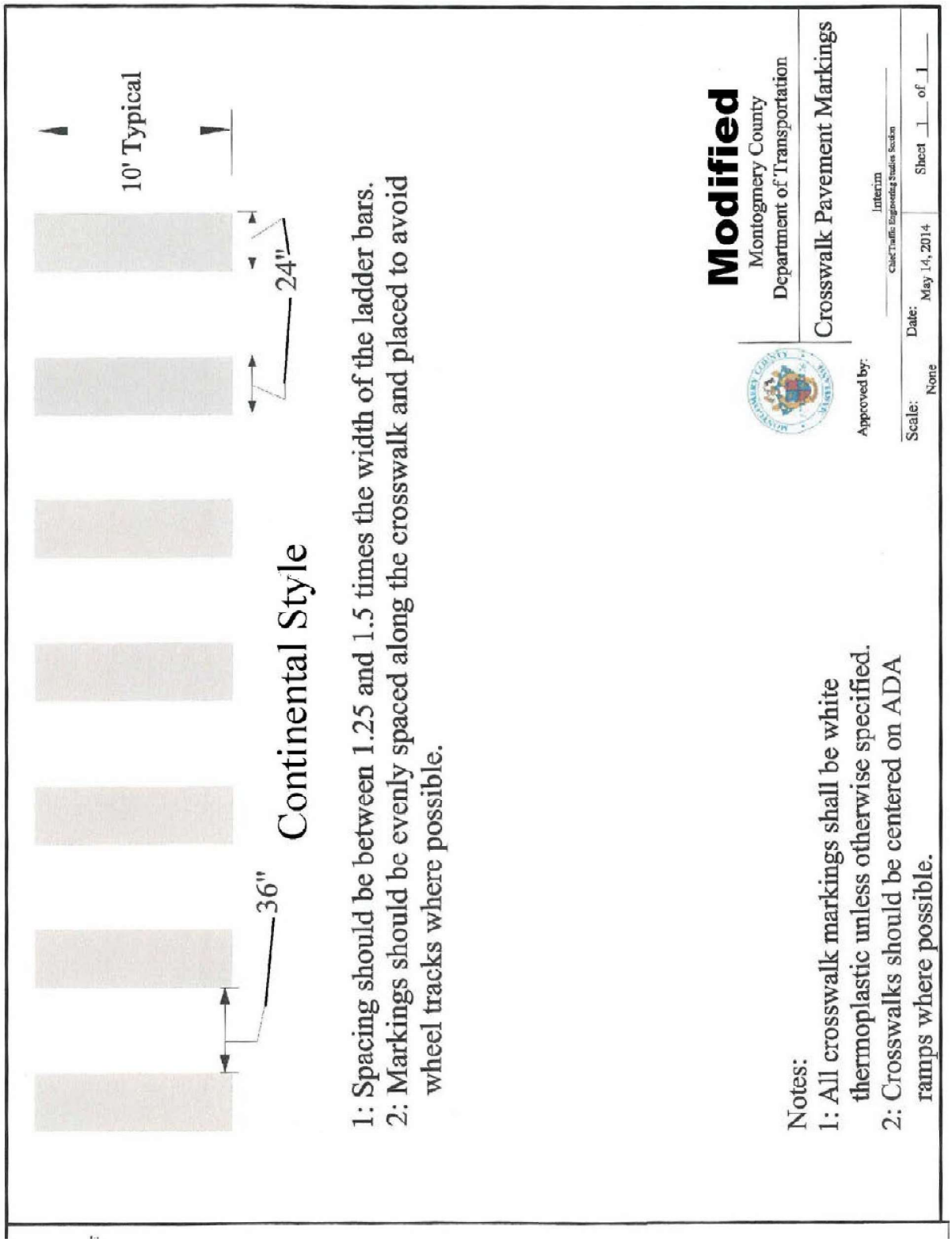
ITEM 5010-RAISED CROSSWALK - LADDER BAR PAVEMENT MARKING



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ITEM 5011 : 5 INCH YELLOW SOLID PAVEMENT MARKING PAINT LINES
ITEM 5012 : 5 INCH WHITE DASHED PAVEMENT MARKING PAINT LINES
ITEM 5013 : 12 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES
ITEM 5014 : 16 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES
ITEM 5015 : 4 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES – PARKING SPACE MARKING

GENERAL

Pavement Marking Paint Lines shall be conducted in accordance with Section 550 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

Pavement Marking Paint lines shall be measured and paid for at the Contract Unit Price bid per linear foot as specified in Section 550 of the "MDOT SHA Standard Specifications for Construction and Materials.

ITEM 5016 : PREFORMED THERMOPLASTIC PAVEMENT MARKINGS: ARROW-WHITE
ITEM 5017 : PREFORMED THERMOPLASTIC PAVEMENT MARKINGS: TEXT-WHITE
ITEM 5018 : PREFORMED THERMOPLASTIC PAVEMENT MARKINGS: -12 INCH WHITE SOLID LINES
ITEM 5019 : PREFORMED THERMOPLASTIC PAVEMENT MARKINGS: SYMBOL-BIKE SHARROW WHITE

GENERAL

Preformed Thermoplastic Pavement Markings, Arrows, and Text, shall be conducted in accordance with Section 556 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

Replace 556.04 Measurement and Payment in Section 556 of the "MDOT SHA Standard Specifications for Construction and Materials with the following:

The Payment will be full compensation for all pavement preparation, traffic control, furnishing and placing of markings, testing, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Preformed Thermoplastic Pavement Marking Legends (letters and numbers) and Symbols (Arrows, Text and Bike Sharrow) will be measured and paid for at the Contract Unit Price bid per each as specified in the Contract Documents. Pavement Thermoplastic Pavement Marking lines shall be measured and paid for at the Contract Unit Price bid per linear foot.

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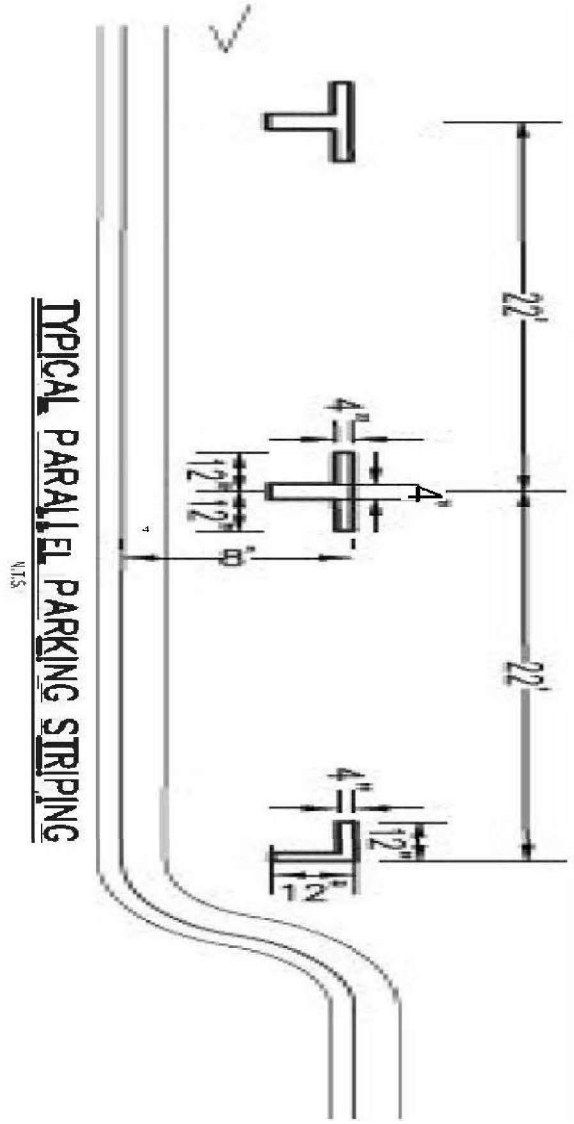
ITEM 5020 : 4 INCH WHITE SOLID PARALLEL PARKING PAVEMENT MARKING "T" PAINT LINE
ITEM 5021 : 4 INCH WHITE SOLID PARALLEL PARKING PAVEMENT MARKING "L" PAINT LINE

GENERAL

Pavement Marking Paint Lines shall be conducted in accordance with Section 550 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

Parallel Parking Pavement Marking "T" and "L" Paint lines shall be measured and paid for at the Contract Unit Price bid per each as specified in the Contract Documents.



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CATEGORY 600 - SHOULDERS

ITEM 6001 : REMOVE, DISPOSE AND REPLACE CONCRETE CURB AND GUTTER (ALL TYPES)

GENERAL

This item shall be conducted in accordance with Section 206 and Section 602 of the "MDOT SHA Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation Standard Details, the Contract Documents, and as specified herein.

DESCRIPTION

The work shall consist of the construction of concrete curb and gutter to match the existing line, grade, and configuration in accordance with these specifications and/or as directed by the Engineer.

The item shall also include, but not limited to:

1. The removal and disposal of the existing curb and gutter, including excavation of any unsuitable material as directed.
2. Furnishing and placing MDOT SHA Mix 3 concrete for new curb.
3. Finishing and curing of new curb and gutter.
4. No more than 145 linear feet of curb and gutter shall remain open at one time, but not overnight. Backfilling and stabilization shall be completed to comply with this limitation.
5. The use of a curb machine must be approved by the Project Manager.

MEASUREMENT AND PAYMENT

This item will be measured on the basis of the length of concrete curb and gutter satisfactorily constructed to the required cross-section and grade. Measurements shall be made along the flow line of the curb and gutter parallel to face of curb. The Contract Unit Price bid per linear foot shall be full compensation for the removal, disposal and replacement of all existing curb and gutter as directed, saw cuts, excavation, subgrade preparation, forms, expansion material, joint filler, material, backfilling, compacting, stabilizing in kind, and all other labor and materials incidental to the curb replacement.

Docusign Envelope ID: BA80C26A-6A77-4F91-852E-19DD33ABB7A5

ITEM 6002 : FURNISH AND INSTALL CONCRETE CURB AND GUTTER (ALL TYPES)

GENERAL

This item shall be conducted in accordance with Section 602 of the "MDOT SHA Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation Standard Details, the Contract Documents, and as specified herein.

DESCRIPTION

The work shall consist of the construction of concrete curb and gutter to match the existing line, grade, and configuration in accordance with these specifications and/or as directed by the Engineer.

The item shall also include, but not limited to:

1. Furnishing and placing MDOT SHA Mix 3 concrete for new curb.
2. Finishing and curing of new curb and gutter.
3. No more than 145 linear feet of curb and gutter shall remain open at one time, but not overnight. Backfilling and stabilization shall be completed to comply with this limitation.
4. The use of a curb machine must be approved by the Project Manager.

MEASUREMENT AND PAYMENT

This item will be measured on the basis of the length of concrete curb and gutter satisfactorily constructed to the required cross-section and grade. Measurements shall be made along the flow line of the curb and gutter parallel to face of curb. The Contract Unit Price bid per linear foot shall be full compensation for the installation of all curb and gutter as directed, saw cuts, excavation, subgrade preparation, full depth forms, expansion material, joint filler, material, backfilling, compacting, stabilizing in kind, and all other labor and materials incidental to the curb installation.

ITEM 6003 : REMOVE, DISPOSE AND REPLACE MONOLITHIC CONCRETE MEDIANS (MDOT SHA STD. DETAIL NO. MD 645.01)

GENERAL

This item shall be conducted in accordance with Section 602 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the removal, disposal and replacement of monolithic concrete medians per MDOT SHA Std. Detail 645.01 (height and width will vary), to match the existing line and grade in accordance with the specifications, and/or as directed by the Engineer.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per square yard. The payment will be full compensation for the removal, disposal and replacement and to furnish all materials and perform all work necessary, including all concrete, forms, excavation, backfill, disposal of excess material, drainage openings, joint sealers, and for all material, labor, equipment, tools and incidentals necessary to complete the work.

Docusign Envelope ID: BA80C26A-6A77-4F91-852E-19DD33ABB7A5

ITEM 6004 : FURNISH AND INSTALL MONOLITHIC CONCRETE MEDIANS (MDOT SHA STD. DETAIL NO. MD 645.01)

GENERAL

This item shall be conducted in accordance with Section 602 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the construction of monolithic concrete medians per MDOT SHA Std. Detail 645.01 (height and width will vary), to match the existing line and grade in accordance with the specifications, and/or as directed by the Engineer.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per square yard. The payment will be full compensation to furnish all materials and perform all work necessary, including all concrete, forms, excavation, backfill, disposal of excess material, drainage openings, joint sealers, and for all material, labor, equipment, tools and incidentals necessary to complete the work.

Docusign Envelope ID: BA80C26A-6A77-4F91-852E-19DD33ABB7A5

ITEM 6005 : REMOVE, DISPOSE AND REPLACE CONCRETE SIDEWALK AND SIDEWALK RAMPS – (MONTGOMERY COUNTY DOT STD. NO. MC-110 THROUGH MC-113)

GENERAL

This item shall be conducted in accordance with Section 206 and Section 603 of the "MDOT SHA Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation Standard No. MC-110 through MC-113, the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the construction of concrete sidewalk and or wheelchair ramps to match the existing line and grade in accordance with these specifications, and/or as directed by the Engineer.

1. The removal and disposal of existing sidewalk or wheelchair ramps including excavation of unsuitable material as directed.
2. The furnishing and placing of MDOT SHA concrete mix 3 for new work.
3. Finishing and curing of new sidewalk using water base cure seal.
4. Back filling, compacting and stabilizing, in kind, all disturbed areas resulting from the sidewalk replacement.
5. All labor and materials incidental to completing the work as described.

MEASUREMENT AND PAYMENT

The Contract Unit Price bid per square yard shall be full compensation for the removal, disposal, and replacement of the concrete sidewalk as directed. Included in this item shall be all materials, curing compound, finishing, back filling, compacting, stabilizing (in kind), all labor, tools, equipment and incidentals necessary to complete the work.

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ITEM 6006 : FURNISH AND INSTALL CONCRETE SIDEWALK AND SIDEWALK RAMPS (MONTGOMERY COUNTY DOT STD. NO. MC-110 THROUGH MC-113)

GENERAL

This item shall be conducted in accordance with Section 603 of the "MDOT SHA Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation Standard No. MC-110 through MC-113, the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the construction of concrete sidewalk and or sidewalk ramps to match the existing line and grade in accordance with these specifications, and/or as directed by the Engineer.

1. The furnishing and placing of MDOT SHA concrete mix 3 for new work.
2. Finishing and curing of new sidewalk using water base cure seal.
3. Back filling, compacting and stabilizing, in kind, all disturbed areas resulting from the sidewalk replacement.
4. All labor and materials incidental to completing the work as described.

MEASUREMENT AND PAYMENT

The Contract Unit Price bid per square yard shall be full compensation for the installation of the concrete sidewalk as directed. Included in this item shall be all materials, curing compound, finishing, back filling, compacting, stabilizing (in kind), all labor, tools, equipment and incidentals necessary to complete the work.

Docusign Envelope ID: BA80C26A-6A77-4F91-852E-19DD33ABB7A5

ITEM 6007 : REMOVE, DISPOSE, AND REPLACE BRICK SIDEWALK (MONTGOMERY COUNTY DOT STD. NO. MC-111.02)

GENERAL

This item shall be conducted in accordance with Section 603 of the "MDOT SHA Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation Standard No. MC-111.02, the Contract Documents, and as specified herein.

DESCRIPTION

This item is for the removal and reconstruction of existing brick sidewalks to match the existing line and grade in accordance with the specifications, the Montgomery County Department of Transportation Standard No. MC-111.02 attached herein, and as directed by the Engineer.

The Contractor shall submit a brick sample to the Project Manager for inspection and acceptance a minimum of five (5) working days prior to the scheduled commencement date of work on the sidewalk. The color, texture, and size of any new brick must match that of the existing walk that is to remain in place.

MEASUREMENT AND PAYMENT

This item shall be measured and paid for at the Contract Unit Price bid per square foot. The excavation and removal of the existing brick walk, the excavation, removal, and disposal off site of any excavated material necessary for the installation of the walk and walk forms shall not be measured for payment and shall be considered incidental to the Contract unit price paid for this item.

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ITEM 6008: REMOVE, DISPOSE AND REPLACE CONCRETE DRIVEWAYS – (MONTGOMERY COUNTY DOT STD. NO. MC-301.01 OR MC-302.01)

GENERAL

This item shall be conducted in accordance with Section 206 and Section 603 of the "MDOT SHA Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation Standard No. MC-301.01 or MC-302.01, the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the construction of concrete driveways to match the existing line and grade of the street in accordance with these specifications.

This item shall also include:

1. The removal and disposal of damaged existing driveways including excavation of any unsuitable material.
2. The furnishing and placing of MDOT SHA concrete Mix 6 or 9 for driveways, as directed by the Project Manager.
3. Finishing and curing of the new concrete driveway using water base cure seal.
4. Back filling, compacting and stabilizing, in kind, all disturbed areas resulting from the driveway replacement.
5. All labor and materials incidental to completing the work as directed.

MEASUREMENT AND PAYMENT

The Contract Unit Price bid per square foot shall be full compensation for the removal, disposal and replacement of the driveways as directed. Included in this item shall be all saw cuts, excavation, disposal, sub-grade preparation, forms, concrete joint materials, curing compound, finishing, compacting and stabilizing, in kind, of all the disturbed areas resulting from this work. Also included shall be all labor tools, equipment and incidentals necessary to perform the work.

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ITEM 6009 : DETECTABLE WARNING SURFACES (INLAID, TYPE 1)

GENERAL

This item shall be conducted in accordance with and Section 611 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per square feet as specified in Section 611 of the "MDOT SHA Standard Specifications for Construction and Materials".

ITEM 6010 : CONCRETE SEALANT FOR CURB, GUTTER, AND SIDEWALKS, AS DIRECTED, WITH OKON W-1 WATERPROOFING OR APPROVED EQUAL

GENERAL

This item is for the application of OKON W-1 to all curb and gutter and adjacent sidewalks as directed by the Project Manager.

DESCRIPTION

This method of application shall be in accordance with the manufacturer's recommendation.

MATERIAL

OKON W-1 shall be applied at the rate specified by the manufacturer and all material shall meet the specifications as noted in these special provisions. All concrete where OKON W-1 is to be used shall be cured with a water base curing compound.

CONSTRUCTION REQUIREMENT

The surface of the concrete shall be cleaned to comply with the manufacturer's specifications. The OKRON W-1 sealer shall not be applied within six (6) weeks of the cure seal application or until such time that the cure seal has dissipated to allow penetration of the OKRON W-1 sealer.

MEASUREMENT AND PAYMENT

The method of measurement for this item shall be on a surface area measurement computed in square yards. The Contract Unit Price bid per square yard shall be full compensation for cleaning, furnishing the material and application of the sealer in accordance with the manufacturer's specification and this proposal.

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ITEM 6011 : FURNISH AND INSTALL CAST-IN-PLACE CONCRETE - SLOT MIX (SHA MIX NO. 3)

GENERAL

Cast-in-place concrete shall be furnished and installed only where and to the limits and in the forms as directed by the Project Manager. The work shall include furnishing and placing SHA Mix No. 3 concrete in accordance with Section 902.10 of the "MDOT SHA Standard Specifications for Construction and Materials" and in accordance with the Contract Documents

DESCRIPTION

This item is for the removal of a portion of the existing pavement for placement of the forms for the new curb. This concrete item is to be used as the replacement material.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per cubic yard on the amount of concrete furnished and installed at the direction of the Project Manager. No payment will be made for cast-in-place concrete installed for the Contractor's convenience or beyond the limits approved and ordered by the Project Manager. The payment will be full compensation to furnish all materials and perform all work necessary, including all labor, tools, equipment, forms, and other materials necessary to complete the work as directed and accepted by the Project Manager and in accordance with the Contract Documents.

Docusign Envelope ID: BA80C26A-6A77-4F91-852E-19DD33ABB7A5

ITEM 6012 : REMOVE AND REPLACE HMA CURB (MC-103.01)

GENERAL

This item shall be conducted in accordance with Section 206 and Section 602 of the "MDOT SHA Standard Specifications for Construction and Materials", the Montgomery County Department of Transportation Standard No. MC-103.0, in accordance with the Contract Documents, and as specified herein.

DESCRIPTION

This item shall consist of the construction of HMA curb to match the existing line and grade of the street in accordance with these specifications.

This item shall also include:

1. The removal and disposal of damaged existing asphalt curb including excavation of any unsuitable material.
2. The furnishing and placing of MDOT SHA HMA as stated in accordance with section 904, as directed by the Project Manager.
3. Unless otherwise approved, use a self-propelled machine to place Asphalt curb. The machine shall form curbing that is uniform in texture, shape, and density, and to the specified template.
4. Place the curb on a clean, dry, and stable base. Apply tack coat using asphalt of the type and amount as directed.
5. When required, backfill the curb as specified in 602.03.01(i) after the asphalt curb has sufficiently hardened to prevent damage.

MEASUREMENT AND PAYMENT

Asphalt Curbs will be measured along the front face of the curb. This item will be measured on the basis of the length of asphalt curb satisfactorily constructed to the required cross-section and grade. The Contract Unit Price bid per linear foot shall be full compensation for the installation of all curbs as directed, saw cuts, excavation, subgrade preparation, full depth forms, expansion material, joint filler, material, backfilling, compacting, stabilizing in kind, and all other labor and materials incidental to the curb installation.

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CATEGORY 700 – LANDSCAPING

ITEM 7001 : FURNISH AND PLACE TOPSOIL

GENERAL

This item is for re-grading and backfilling of all disturbed areas. All work shall be conducted in accordance with Section 701 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents and as specified herein.

DESCRIPTION

The work under this item shall include but is not limited to the following::

1. Furnish topsoil to comply with Section 920.01.02 of the M.S.H.A Specifications.
2. Backfill and grade to meet the curb and sidewalk elevations.
3. Fine grade for seeding or sodding.

MEASUREMENT AND PAYMENT

This item shall be paid on a cubic yard basis. The contractor shall furnish tickets showing the actual amounts; 15% shrinkage will be deducted from the loose material tickets. The Contract Unit Price bid shall be full compensation for the furnishing, placing and fine grading of the topsoil and shall include all labor, equipment, tools, and incidentals necessary to place the topsoil and prepare the disturbed areas for seeding or sodding.

Docusign Envelope ID: BA80C26A-6A77-4F91-852E-19DD33ABB7A5

ITEM 7002 : SEED AND SOIL STABILIZATION MATTING (MULCH) USING MDOT SHA MIX NO. II

GENERAL

This item is for the stabilization of the disturbed areas and shall be conducted in accordance with Section 705 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents, as directed by the Project Manager, and as specified herein.

DESCRIPTION

The work under this item is for stabilization of the disturbed areas, as directed by the Project Manager, includes but not limited to the following:

1. Prepare seed bed.
2. Seed using MDOT SHA Mix No. II
3. Lime and fertilize in accordance with Section 705.03.01 of the MDOT SHA Specifications.
4. Soil Stabilization (Mulch) matting shall be Curlex Net Free 0.50 lbs./s.y. Soil Stabilization Matting must be bio-degradable within 12 months and placed and "pinned" immediately after placement of the seed but in no case, more than 24 hours after seed placement.
5. The contractor shall be responsible for an acceptable growth prior to final payment.

MEASUREMENT AND PAYMENT

Seed and Soil Stabilization Matting will be measured and paid for at the Contract Unit Price bid per square yard and shall be full compensation for the stabilization of all disturbed areas as directed by the Project Manager, and shall include all labor, equipment, materials and incidentals necessary to establish an acceptable growth of grass. Initial watering shall be completed immediately after placement of the soil stabilization matting. Follow-up watering shall be made at the Inspectors direction. 95% germination of seed is required. The cost of all watering shall be incidental.

ITEM 7003 : SODDING

GENERAL

Sodding shall be conducted in accordance with Section 708 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents, as directed by the Project Manager, and as specified herein.

MEASUREMENT AND PAYMENT

Sodding will be measured and paid for at the Contract Unit Price bid per square yard as specified in Section 708 of the "MDOT SHA Standard Specifications for Construction and Materials".

Docusign Envelope ID: BA80C26A-6A77-4F91-852E-19DD33ABB7A5

ITEM 7004 : TREE ROOT PRUNING

GENERAL

Tree Root Pruning shall be conducted in accordance with Section 715 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents, the approved plans, as directed by the Project Manager, and as specified herein.

DESCRIPTION

The work under this item shall include but not be limited to the following guidelines:

1. Meet ANSI A300 standards for Tree Care Operations
2. Clean cut tree roots along approved line to a depth of up to 18 inches, at the direction of the Project Engineer, and immediately backfill trenches with excavated soil
3. Ensure that all roots not backfilled within 24 hours are kept moist
4. Check that roots have been pruned at edge of excavation, or one inch (1") beyond if necessary

MEASUREMENT AND PAYMENT

Tree Root Pruning will be measured and paid for at the Contract Unit Price bid per linear foot as specified in Section 715 of the "MDOT SHA Standard Specifications for Construction and Materials", only for ½" diameter and larger live roots. The measured linear distance will only consist of the length along the excavated area in which live tree roots are existing after excavation is completed.

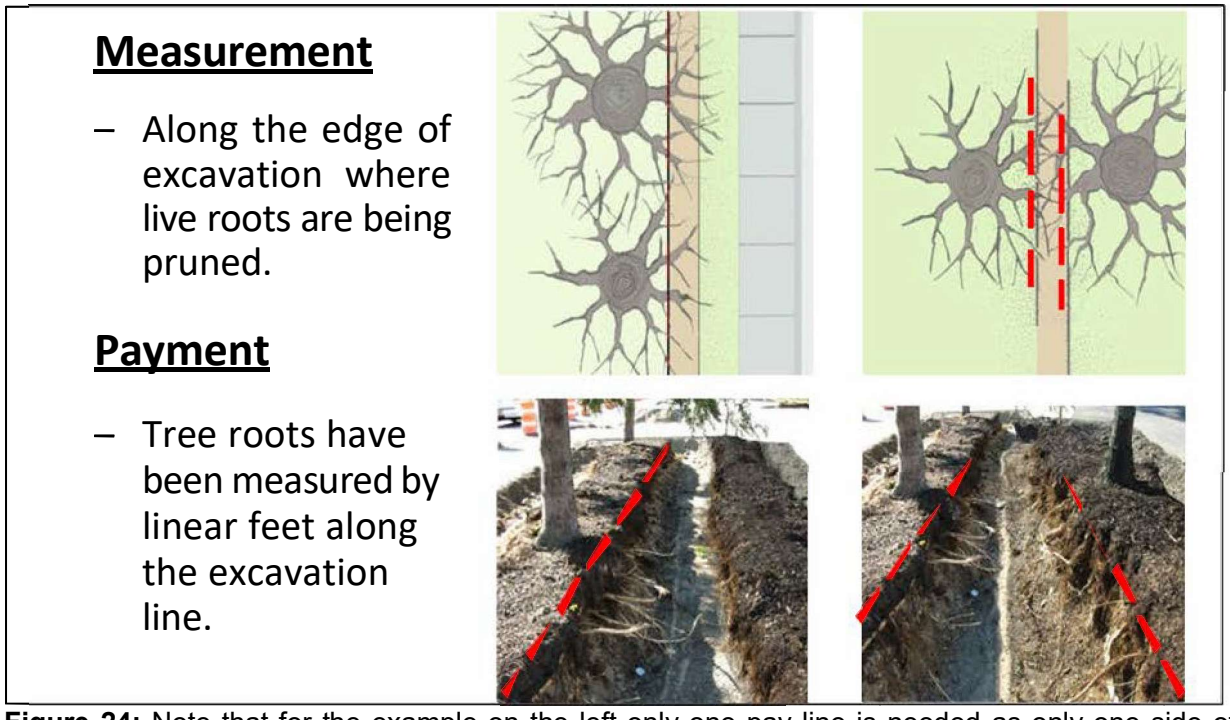


Figure 24: Note that for the example on the left only one pay line is needed as only one side of the trench requires pruning of live roots. The example on the right needs pay lines on both sides of the trench as there are live trees & roots remaining on both sides of the excavation.

Docusign Envelope ID: BA80C26A-6A77-4F91-852E-19DD33ABB7A5

Figure 25: Note that the face of excavation is typically ragged and the roots to be pruned are at varying setbacks. Pruning only required on left side (one payment line) where the live roots exist.

Docusign Envelope ID: BA80C26A-6A77-4F91-852E-19DD33ABB7A5

ITEM 7005 : TREE FELLING AND STUMP REMOVAL UNDER 10+ INCH DIAMETER AT BREAST HIEGHT

GENERAL

Tree Felling and Stump Removal shall be conducted in accordance with Section 715 of the "MDOT SHA Standard Specifications for Construction and Materials", the Contract Documents, the approved plans, as directed by the Project Manager, and as specified herein.

DESCRIPITION

Tree felling and stump removal involves cutting, herbicide treatment, stump removal, stump grinding, debris removal, and restoration of turfgrass in conformance with the pertinent Operation. When trees cannot be felled as a unit without danger to traffic or injury to other plants or property, remove the top in sections until the tree can be safely felled.

MEASUREMENT AND PAYMENT

Tree Felling and Stump Removal will be paid for at the Contract Unit price bid per each as specified in the Contract Document. The payment will be full compensation for all labor, material, equipment, tools, wood disposal and chipping, cleanup and restoration, damage repair, disposal fees and incidentals necessary to complete the work. Topsoil and materials required to perform Turfgrass Establishment and Turfgrass Sod Establishment shall be incidental to the Contract price for Tree Felling and Stump Removal.

ITEM 7006 : EXCAVATE, FURNISH AND INSTALL 1" THICK RIGID FOAM MOISTURE BARRIER UNDER CONCRETE SIDEWALK

GENERAL

This item is for creating a moisture barrier under sections of concrete sidewalk that have been selected for removal and replacement and shall be conducted in accordance of the Contract Documents, as directed by the Project Manager and as specified herein.

DESCRIPITION

At the direction of the Project Manager, excavate up to an additional 6 inches under sections of sidewalk that have been selected for removal. Install 1-inch thick square unfaced extruded polystyrene rigid foam board insulation with a minimum 25 psi compression strength. Upon the installation of the moisture barrier, the sidewalk shall be replaced as specified in **ITEM 6006** of the Contract Documents.

MEASUREMENT AND PAYMENT

Excavation, furnishing and installing 1 inch thick rigid foam moisture barrier under concrete sidewalk will be paid for at the Contract Unit price bid per square foot as specified in the Contract Document. The payment will be full compensation for all excavation, furnishing, labor, material, equipment and tools necessary to complete the work.

Docusign Envelope ID: BA80C26A-6A77-4F91-852E-19DD33ABB7A5

CATEGORY 800 – UTILITIES AND TRAFFIC

ITEM 8001 : ADJUST EXISTING WATER VALVES, SEWER MANHOLES, AND/OR ANY OTHER UTILITY STRUCTURE LOCATED WITHIN THE RIGHT-OF-WAY WHICH MAY REQUIRE ADJUSTMENT

GENERAL

This item is for the care, protection, and ultimate adjustment of the existing water valves and any other utility that requires adjustment to the finished proposed grade. The extent of work required to adjust a given facility is dependent on the method of excavation applied to a given location.

DESCRIPTION

All methods of construction shall be in conformance with the latest Standard Specifications as required by the respective utility company to whose facility the work is being performed.

For WSSC, all materials and methods required to complete the work as previously stated should be in conformance with WSSC Standards and Specifications. Any concrete used shall be MDOT SHA mix #3. Any broken or damaged sections of the frame, cover or riser shall be replaced at the contractor's expense.

CONSTRUCTION REQUIREMENTS

Regardless of the adjustment method applied, the facilities affected by the street work shall be adjusted prior to the surface paving operation as per Montgomery County Specifications for Utility Construction.

Prior to the placement of the surface asphalt and after the adjustment has occurred it shall be the contractors responsibility to save the traveling public harmless by virtue of implementing those controls as outlined in the maintenance of traffic item of this contract.

Should the facility be damaged once the adjustment has been completed, the Contractor shall be responsible to readjust the facility at no cost to the City.

The Contractor shall contact a representative of the respective utility companies prior to making adjustments to that company'' facility and obtain a paving clearance.

MEASUREMENT AND PAYMENT

This item will be measured and paid for at the Contract Unit Price bid per each for any type of facility adjusted to within 3/8" tolerance of the finished surface asphalt. The payment will be full compensation for and shall include all labor, tools, equipment, replacement of damaged frames or covers, MDOT SHA mix #3 concrete, mortar, bricks and other incidentals necessary to complete this item as previously described.

(End of Exhibit C)

EXHIBIT D
Compensation and Fee Schedule

See Attached

ATTACHMENT B

SCHEDULE OF PRICES					
	DESCRIPTION OF ITEM	UNIT	ESTIMATED BID QUANTITIES	UNIT PRICE	TOTAL PRICE
CATEGORY 100: PRELIMINARY					
1001	MAINTENANCE OF TRAFFIC	DAY	90	$ 150.00	$ 13,500.00
1002	PORTABLE VARIABLE MESSAGE SIGNS (PVMS)	DAY	30	$ 125.00	$ 3,750.00
1003	TEMPORARY ORANGE CONSTRUCTION FENCE	LF	100	$ 5.00	$ 500.00
CATEGORY 200: GRADING					
2001	GENERAL EXCAVATION	CY	500	$ 50.00	$ 25,000.00
2002	TEST PIT EXCAVATION	CY	10	$ 100.00	$ 1,000.00
2003	FULL DEPTH SAW CUT	LF	500	$ 2.00	$ 1,000.00
2004	REMOVAL OF EXISTING CURB AND GUTTER	LF	100	$ 10.00	$ 1,000.00
2005	REMOVAL OF EXISTING SIDEWALK	CY	152	$ 50.00	$ 7,600.00
2006	REMOVAL OF EXISTING PAVING	CY	100	$ 70.00	$ 7,000.00
CATEGORY 300: DRAINAGE					
3001	RAISE /ADJUST INLET TOPS AND THROATS TO MEET GRADE	EA	20	$ 700.00	$ 14,000.00
3002	REMOVE, DISPOSE AND REPLACE/REPAIR STORM DRAIN INLETS AND TOPS	SF	50	$ 50.00	$ 2,500.00
3003	"GUTTERBUDDY" OR APPROVED EQUAL	LF	40	$ 25.00	$ 1,000.00
3004	SILT FENCE	LF	50	$ 5.00	$ 250.00
3005	NEW PIPE CONNECTIONS TO EXISTING STORM DRAIN STRUCTURES	EA	2	$ 600.00	$ 1,200.00
3006	FURNISH & INSTALL 15" CL. IV RCP	LF	100	$ 95.00	$ 9,500.00
3007	FURNISH & INSTALL 18" CL. IV RCP	LF	100	$ 105.00	$ 10,500.00
3008	FURNISH & INSTALL 24" CL. IV RCP	LF	100	$ 125.00	$ 12,500.00
3009	FURNISH & INSTALL STANDARD "WR" INLET SHA MD 374.21 (MAXIMUM 8 FOOT DEPTH)	EA	1	$ 4,500.00	$ 4,500.00
3010	FURNISH & INSTALL "A-5" INLET MC-501.01 (MAXIMUM 8 FOOT DEPTH)	EA	1	$ 7,000.00	$ 7,000.00
3011	FURNISH & INSTALL "A-10" INLET MC-501.01 (MAXIMUM 8 FOOT DEPTH)	EA	1	$ 9,500.00	$ 9,500.00
3012	FURNISH & INSTALL "J" INLET MC-506.01 (MAXIMUM 8 FOOT DEPTH)	EA	1	$ 9,500.00	$ 9,500.00
3013	VERTICAL DEPTH - ALL INLETS	LF	15	$ 500.00	$ 7,500.00
CATEGORY 400: STRUCTURES					
4001	FURNISH & INSTALL 1/2" GRADE 60 STEEL DEFORMED BAR	LF	100	$ 6.00	$ 600.00
4002	FURNISH & INSTALL 6"X6" 6 GUAGE WIRE MESH	SF	320	$ 1.50	$ 480.00
CATEGORY 500: PAVING					
5001	FURNISH & INSTALL MDSHA GRADED AGGREGATE BASE COURSE	TON	600	$ 35.00	$ 21,000.00
5002	FURNISH & INSTALL MDSHA #57 AGGREGATE	TON	100	$ 38.00	$ 3,800.00
5003	BITUMINOUS CONCRETE ASPHALT FOR 2-INCH SURFACE COURSE (12.5MM SUPERPAVE)	TON	7,600	$ 105.00	$ 798,000.00
5004	BITUMINOUS CONCRETE ASPHALT FOR BASE PATCHES AND NEW BASE (19 MM SUPERPAVE)	TON	762	$ 150.00	$ 114,300.00
5005	BITUMINOUS CONCRETE ASPHALT FOR 1.5-INCH SURFACE COURSE (9.5 MM SUPERPAVE)	TON	220	$ 110.00	$ 24,200.00
5006	FURNISH & INSTALL BUS PAD (IN ROADWAY)	SY	50	$ 120.00	$ 6,000.00
5007	FURNISH & INSTALL STAMPED COLORED PORTLAND CEMENT CONCRETE CROSSWALKS	SY	50	$ 150.00	$ 7,500.00
5008	MILLING HOT MIX ASPHALT PAVEMENT	SY	70,000	$ 5.00	$ 350,000.00
5009	PROTECTIVE NON WOVEN MEMBRANE	SY	40,000	$ 4.00	$ 160,000.00
5010	REMOVE AND RECONSTRUCT SPEED HUMP/RAISED CROSSWALK	SY	1,000	$ 65.00	$ 65,000.00
5011	5 INCH YELLOW SOLID PAVEMENT MARKING PAINT LINES	LF	5,000	$ .70	$ 3,500.00

Olney Masonry, Corporation 3/29/2024

SCHEDULE OF PRICES

	DESCRIPTION OF ITEM	UNIT	ESTIMATED BID QUANTITIES	UNIT PRICE	TOTAL PRICE
5012	5 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES	LF	5,000	$ .70	$ 3,500.00
5013	12 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES	LF	700	$ 1.85	$ 1,295.00
5014	16 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES	LF	600	$ 2.00	$ 1,200.00
5015	4 INCH WHITE SOLID PAVEMENT MARKING PAINT LINES - PARKING SPACE MARKING	LF	700	$ 1.00	$ 700.00
5016	PREFORMED THERMO PLASTIC PAVEMENT MARKINGS : ARROW-WHITE	EA	20	$ 385.00	$ 7,700.00
5017	PREFORMED THERMO PLASTIC PAVEMENT MARKINGS : TEXT-WHITE	EA	20	$ 385.00	$ 7,700.00
5018	PREFORMED THERMO PLASTIC PAVEMENT MARKINGS : 12 INCH WHITE SOLID	LF	4,000	$ 16.00	$ 64,000.00
5019	PREFORMED THERMO PLASTIC PAVEMENT MARKINGS : SYMBOL BIKE SHARROW	EA	20	$ 450.00	$ 9,000.00
5020	4 INCH WHITE SOLID PARALLEL PARKING PAVEMENT MARKING "T" PAINT LINE	EA	100	$ 12.00	$ 1,200.00
5021	4 INCH WHITE SOLID PARALLEL PARKING PAVEMENT MARKING "L" PAINT LINE	EA	100	$ 12.00	$ 1,200.00
CATEGORY 600: SHOULDERS					
6001	REMOVE, DISPOSE & REPLACE CONCRETE CURB & GUTTER (ALL TYPES)	LF	4,000	$ 32.00	$ 128,000.00
6002	FURNISH & INSTALL CONCRETE CURB & GUTTER (ALL TYPES)	LF	320	$ 30.00	$ 9,600.00
6003	REMOVE, DISPOSE & REPLACE MONOLITHIC CONCRETE MEDIANS - SHA MD 645.01	SY	150	$ 150.00	$ 22,500.00
6004	FURNISH & INSTALL MONOLITHIC CONCRETE MEDIANS - SHA MD 645.01	SY	60	$ 150.00	$ 9,000.00
6005	REMOVE, DISPOSE & REPLACE CONCRETE SIDEWALK & WHEELCHAIR RAMPS (MC-110.01/.02)	SY	5,250	$ 55.00	$ 288,750.00
6006	FURNISH & INSTALL CONCRETE SIDEWALK & WHEELCHAIR RAMPS (MC-110.01/.02)	SY	750	$ 50.00	$ 37,500.00
6007	REMOVE, DISPOSE & REPLACE BRICK SIDEWALK (MC-111.02)	SF	1,000	$ 20.00	$ 20,000.00
6008	REMOVE, DISPOSE AND REPLACE CONCRETE DRIVEWAYS (MC-301.01 / 302.01)	SY	3,500	$ 12.00	$ 42,000.00
6009	DETECTABLE WARNING SURFACES (INLAID, TYPE 1)	SF	550	$ 35.00	$ 19,250.00
6010	SEAL ALL CURB AND GUTTER AND ADJACENT SIDEWALK	SY	5,000	$ 1.75	$ 8,750.00
6011	FURNISH & INSTALL CAST-IN-PLACE CONCRETE - SLOT MIX	CY	30	$ 200.00	$ 6,000.00
6012	REMOVE & REPLACE HMA CURB (MC-103.01)	LF	500	$ 25.00	$ 12,500.00
CATEGORY 700: LANDSCAPING					
7001	FURNISH & PLACE TOPSOIL	CY	150	$ 50.00	$ 7,500.00
7002	SEED AND SOIL STABILIZATION MATTING (MULCH) USING M.S.H.A. MIX NO. II	SY	2,000	$ 2.00	$ 4,000.00
7003	SODDING	SY	150	$ 6.00	$ 900.00
7004	TREE ROOT PRUNING	LF	500	$ 20.00	$ 10,000.00
7005	TREE FELLING AND STUMP REMOVAL UNDER 10+ INCH DIAMETER AT BREAST HIEGHT	EA	1	$ 2,500.00	$ 2,500.00
7006	EXCAVATE, FURNISH & INSTALL 1" THCK RIGID FOAM MOISTURE BARRIER UNDER CONCRETE SIDEWALK	SE	1,600	2.00	3,200.00
CATEGORY 800: UTILITIES AND TRAFFIC					
8001	ADJUST EXISTING WATER VALVES, SEWER MANHOLES	EA	120	$ 550.00	$ 66,000.00
				TOTAL	$ 2,499,625.00

QUANTITIES shown are approximate and unit price bid shall apply regardless of any increase or decrease in the estimated quantities. Any increase or decrease in the quantity of these items, or their deletion will not be considered justifiable claims for compensation in addition to the Contract unit price in the Bid Proposal.

Olney Masonry Corporation
Name of Bidder

Signature

3/29/2024
Date

Nuno Passarinho President
Name / Title

(End of Exhibit D)

Insurance Requirements

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary. The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this Rider Agreement the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. ***Workers' Compensation*** *2.* ***Employers' Liability***	Bodily Injury by Accident: $100,000 each accident Bodily Injury by Disease: $500,000 policy limits Bodily Injury by Disease: $100,000 each employee	Waiver of Subrogation: **WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement signed and dated.**
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: $1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. **CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.**
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): $1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. **Form CA20 48 02 99 form to be both signed and dated.**
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: $1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.

6. Professional Liability	Each Occurrence/Aggregate: $1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this Rider Agreement, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this Rider Agreement. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

CERTIFICATE HOLDER
The Mayor and Council of Rockville
(Contract #, title)
City Hall
111 Maryland Avenue
Rockville, MD 20850

(End of Exhibit E)

MAYOR AND COUNCIL Meeting Date: November 17, 2025
Agenda Item Type: CONSENT
Department: PW - ENGINEERING
Responsible Staff: SEAN MURPHY

Subject

Authorization for the City Manager to Execute a Water Meter Easement on Lot 3, Block A, City Center

Department

PW - Engineering

Recommendation

Staff recommends that the Mayor and Council authorize the City Manager to execute a Water Meter Easement between the Mayor and Council of Rockville and Toll Mid-Atlantic LP Company, Inc., in conjunction with the Washington Square redevelopment at Lot 3, Block A, City Center, 622 Hungerford Drive.

Discussion

This item seeks Mayor and Council authorization for the City Manager to execute on its behalf a Grant of Water Meter Easement associated with the Washington Square redevelopment. The location of the proposed easement is shown in Attachment 1. The draft document is provided in Attachment 2, "Grant of Water Meter Easement."

A Level II Site Plan (STP024-00490) for the proposed mixed-use development of up to 48 residential condominium units was approved by the Planning Commission at its meeting of February 19, 2025.

The Applicant, Toll Mid-Atlantic LP Company, Inc., is required to provide a Grant of Water Meter Easement and to subsequently obtain Public Works approvals and permits in accordance with the Site Plan approvals.

This item authorizes the City Manager to approve a Grant of Water Meter Easement for the water meter vault servicing the residential buildings in areas not dedicated as right-of-way. The developer is required to locate the proposed water meter in an easement dedicated to the City and obtain Public Works approval and permit in accordance with the City's Water and Sewer Ordinance, Chapter 24, and Public Improvements Ordinance, Chapter 21.

The purpose of the easement is to grant the City rights to access, maintain, repair, replace, operate and inspect the City-owned water service line, water meter, vault and associated

appurtenances. The approximate location of the water meter easement is shown on the site plan exhibit (Attachment 1) and is specifically located by survey metes and bounds as an attachment to the easement document.
Additional details regarding the Applicant and City responsibilities are provided in the standard recitals of the easement document (Attachment 2).

Mayor and Council History

This is the first time this item has been brought before the Mayor and Council.

Next Steps

If approved by Mayor and Council, the City Manager will execute the Grant of Water Meter Easement in a form substantially similar to the draft document attached to this agenda and as approved by the City Attorney.

The document will be recorded in the Land Records of Montgomery County prior to issuance of associated Public Works permit.

Attachments

Attachment 1 - Location of Water Meter Easement.pdf, Attachment 2 - Grant of Water Meter Easement.pdf

LEGEND

- PROPOSED WATER METER EASEMENT
- PROPOSED UTILITY EASEMENT *
- PROPOSED INGRESS / EGRESS ACCESS EASEMENT *
- PROPOSED STORMWATER EASEMENT *
- PROPOSED PLANTINGS

** PROPOSED UTILITY EASEMENT, INGRESS/EGRESS ACCESS EASEMENT AND STORMWATER MANAGMENT EASEMENT ARE NOT SUBJECT TO CITY SIGNATURES AND ARE SHOWN FOR REFERENCE ONLY*

Easement Plan

SCALE: 1" = 20'

GRAPHIC SCALE

20' 0 10' 20' 40' 80'

1 INCH = 20 FT

Community Planning & Development Services
Received
July 23, 2025

CALL "MISS UTILITY" AT
1-800257-7777
48 Hours Before Start Of Construction

The excavator must notify all public utility companies with underground facilities in the area of proposed excavation and have those facilities located by the utility companies prior to commencing excavation. The excavator is responsible for compliance with requirements of Chapter 36A of the Montgomery County Code.

Preliminary Not For Construction

C:\ACC\ACCDocs\Rodgers Consulting\MC-CoR-Washington Square\Project Files\autocad\Plot Plans\Site Plan\EXB-07 Easement Plan.dwg

Toll Brothers
AMERICA'S LUXURY HOME BUILDER®

RODGERS CONSULTING
19847 Century Boulevard, Suite 200, Germantown, Maryland 20874
Ph: 301.948.4700 (Main), Fx: 301.948.6256, www.rodgers.com

DESIGN TEAM
Owner / Developer:
Toll Mid-Atlantic LP Company, Inc.
6731 Columbia Gateway Drive, Suite 120
Columbia, Maryland 21046
410.381.3263
Attn: Jeffery S. Driscoll

Legal:
Lerch Early Brewer
7600 Wisconsin Avenue, Suite 700
Bethesda, Maryland 20814
301.347.3756
Attn: Patricia Harris

Land Planning / Landscape Architect / Civil Engineering:
Rodgers Consulting, Inc.
19847 Century Boulevard, Suite 200
Germantown, Maryland 20878
301.948.4700
Attn: Randall Rentfro

SEAL & SIGNATURE

STATE OF MARYLAND · RANDALL SCOTT RENTFRO · 28328 · PROFESSIONAL ENGINEER

7/21/2025

PROFESSIONAL CERTIFICATION

"I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 26328, Expiration Date: 01/15/26."

WASHINGTON SQUARE

Site Plan

WSSC Grid: 219NW07, Tax Map: HN23
City Of Rockville, MD, Rockville, Election District 04

ISSUE

DATE	DESCRIPTION
2025.04.18	Issued For Signature Site Plan
#	#
#	#
#	#
#	#

REVISIONS

NO	DATE	DESCRIPTION

PROJECT NUMBER	0696R1
DATE	2025.06.27
SCALE	1" = 20'

DRAWING TITLE
EASEMENT PLAN

DRAWING NUMBER
EXB-08
2025.07.01 - 07:25 PM

Parcel ID: Lot 3, Block A of City Center Record Plat No. 26269

Tax Identification No.

GRANT OF WATER METER EASEMENT

THIS GRANT OF WATER METER EASEMENT is made this _____ day of _____, 20___ by **TOLL MID-ATLANTIC LP COMPANY, INC.**, a Delaware Corporation (hereinafter referred to as the "**Grantor**") for the benefit of the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of the State of Maryland, (hereinafter referred to as the "**City**").

WITNESSETH:

WHEREAS, the Grantor is the owner of the real property located in the City of Rockville, Maryland hereinafter referred to as the "Subject Property," described as follows:

> Lot 3, Block A in "City Center" subdivision as reflected on Record Plat No. 26269 recorded among the Land Records of Montgomery County, Maryland and known as 622 North Washington Street.

WHEREAS, the Grantor desires to develop the Subject Property in accordance with the terms and conditions of Site Plan No. 2024-00490 approved on March 10, 2024 (the "**Approvals**"); and

WHEREAS, Grantor is required to grant to the City a certain water meter easement to serve the development subject to the Approvals.

NOW, THEREFORE, the Grantor, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of developing the Subject Property pursuant to the Approvals, does hereby grant and convey to the City, its successors and assigns, forever and in perpetuity, the non-exclusive water meter easement described in Exhibit A and shown on Exhibit B, attached hereto and made a part hereof (the "**Water Meter Easement Area**") for the purposes set forth herein, together with the right of ingress and egress along, over, under, and through said easement for any and all such purposes.

The said easement is hereby intended to be granted and conveyed together with all the rights, privileges, appurtenances, and advantages thereto belonging or appertaining to their proper use and benefit forever by the City, its successors and assigns.

The Grantor, for itself, its successors and assigns, covenants and agrees as follows:

FIRST: That the City, its representatives, successors, and assigns shall at all times have the right to use and enter upon the Water Meter Easement Area for the purpose of installation, construction, reconstruction, maintenance, repair, operation, and/or inspection of the underground water meter and appurtenances thereto including automated metering infrastructure. The City, its representatives, successors, and assigns shall further have the right of ingress and egress to and

from the Water Meter Easement Area, said ingress and egress to be made generally across the Subject Property from any adjacent public road or right-of-way, or along such other lines as the Grantor may designate and as may be acceptable to the City. The City shall exercise the foregoing rights in a manner that reasonably minimizes interference or disruption of the business operations of the Grantor, its successors and assigns, and the residents of the Subject Property.

SECOND: To the extent the Water Meter Easement Area or the ingress/egress area to the Water Meter Easement Area is disturbed by the City's exercise of its rights under this Grant of Water Meter Easement, the City, at its own expense, shall restore the Water Meter Easement Area and the ingress/egress area to its original condition, including the backfilling of trenches and reseeding of lawns and the replacement of basic paving materials, but not the replacement of shrubs, trees or other landscaping elements, or the replacement of paving materials not normally used by the City's Department of Public Works for public facilities within the public right-of-way, except to the extent such are damaged or destroyed as a result of the City's gross negligence or willful misconduct.

THIRD: That Grantor, without the prior written consent of the City, will neither perform nor permit upon or within the above-described Water Meter Easement Area: (i) the erection or installation of any structure, building, or other improvements (excluding any fences); (ii) the excavation or filling of land; or (iii) the installation of trees. The existing monument pier located at the driveway entrance shall be a privately maintained amenity for which the Grantor is solely responsible. In addition, the Grantor shall be solely responsible for the repair, replacement, or reinstallation of any fence not in accordance with City standards and specifications, in the Water Meter Easement Area should the City need to access the Water Meter Easement Area to inspect, maintain, repair, or replace the Water System.

FOURTH: That all underground pipes, structures, equipment and appurtenances and including automated metering infrastructure which are installed pursuant to the Grant of Water Meter Easement in the Water Meter Easement Area (collectively, the "Water System") shall be and remain the property of the City, its successors, and assign.

FIFTH: That Grantor shall not use the Water Meter Easement Area, nor permit the Water Meter Easement Area to be used, in any manner that interferes with the free and unobstructed use thereof by the City and its representatives for the purposes contained herein.

SIXTH: That Grantor hereby warrants specially said Grant of Water Meter Easement and will execute such further assurances thereof as may be requisite.

SEVENTH: That Grantor hereby certifies that there are no suits, liens, leases, mortgages, or trusts affecting the Subject Property, other than those for which the holder in interest has signed this document or otherwise consented in writing to this Grant of Water Meter Easement. Grantor further certifies that all parties with an interest in the Subject Property necessary to give full effect to this Grant of Water Meter Easement have signed or consented in writing to this document.

Parcel ID: Lot 3, Block A of City Center Record Plat No. 26269

Tax Identification No.

EIGHTH: This Grant of Water Meter Easement (subject to all terms, covenants and agreements contained herein) shall run with the title to the Subject Property and shall bind the Grantor and its executors, administrators, successors, and assigns.

[SIGNATURES ON FOLLOWING PAGES]

WITNESS: hand and seal the day and year first hereinabove written.

WITNESS:

GRANTOR:

TOLL MID-ATLANTIC LP COMPANY, INC.
a Delaware Corporation

_____

By:_____
Name: _____
Title: _____

* * *

STATE OF: _____ *
*
COUNTY OF: _____ *

I HEREBY CERTIFY that on this _____ day of _____, 20__, before the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the authorized representative of _____, being authorized so to do, executed the foregoing instrument on behalf of the aforesaid company for the purposes therein.

IN TESTIMONY WHEREOF, I have caused the seal of the court to be affixed, or have affixed my official seal, this _____ day of _____, 20__.

_____
Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

* * *

WITNESS:

CITY:

THE MAYOR AND COUNCIL OF ROCKVILLE

_____
Print Name:_____

By:_____
Name:_____
Title:_____

Reviewed for legal sufficiency by:

_____
Robert Dawson
City Attorney

* * *

STATE OF: _____ *
*
COUNTY OF: _____ *

I hereby certify that on this ____ day of _____, 20__, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, who did acknowledge that he/she, having been properly authorized, executed the same on behalf of The Mayor and Council of Rockville in the capacity therein stated and for the purposes therein contained.

Witness my hand and official seal this _____day of _____, 20___.

_____
Notary Public

My commission expires: _____

[NOTARIAL SEAL]

Return original instrument to:

Patricia A. Harris
Lerch, Early & Brewer
7600 Wisconsin Ave., Suite 700
Bethesda, MD 20814

Exhibit A

Description of
Water Vault Easement
Across the Property of
Toll Mid-Atlantic LP Company, Inc.
Rockville (No. 04) Election District
Montgomery County, Maryland

Being a strip or parcel running in, through, over and across the property acquired by Toll Mid-Atlantic LP Company, Inc., a Delaware corporation, from Rockville Joint Venture A, L.C., a Maryland limited liability company by a deed dated April 28, 2025, and recorded among the Land Records of Montgomery County, Maryland, in Liber 69143 at folio 50; also being the same property shown on a plat of subdivision entitled "Lot 3, Block "A" City Center" and recorded among the aforesaid Land Records in Plat No. 26269 and being more particularly described follows:

Beginning for the same at a point on the North 86° 38' 05" West, 334.59 foot plat line of Lot 2, Block A as shown on said Plat Number 11941, distant 44.84 feet from the easterly end thereof; said rebar and cap also being on the westerly right of way line of Hungerford Drive (MD Route 355, variable width public right of way) as shown on Maryland State Highway Administration Plat Numbers 42309 and 42310. Thence running with the northerly boundary and binding on the southerly or North 86° 38' 05" West, 334.59 foot plat line of Lot 1, Block A as shown on a plat entitled "Lot 1 Block "A" (Columbia Building Lot)" recorded among the aforesaid Land Records in Plat No. 7491 the following course and distance:

1. South 86° 26' 07" East, 29.21 feet to a point; thence leaving said lot line and running across the aforesaid Lot 2, Block A, as shown on Plat No. 11941 the following 5 courses and distances:

2. South 05° 07' 11" East, 26.47 feet to a point; thence

3. South 84° 30' 12" West, 25.63 feet to a point; thence

4. North 84° 23' 23" West, 6.58 feet to a point; thence

5. North 05° 36' 37" East, 12.67 feet to a point; thence

6. North 02° 17' 04" West, 17.40 feet to the Point of Beginning; containing 864 square feet or 0.0198 acres of land more or less.

This description was prepared by Rodgers Consulting, Inc., and is in the Maryland Coordinate System (NAD 83/2011). The combined scale factor [(mapping scale factor) x (elevation scale factor)] for the site is 0.99993981.

32002 Northing:519,335.825 Easting:1,268,848.866

The undersigned, being a licensed surveyor, personally prepared or was in responsible charge of the preparation and the survey work reflected in this metes and bounds description, in compliance with the requirements set forth in "COMAR" Title 09, Subtitle 13, Chapter 06, Regulation .12.

License Expiration Date: 9-17-2027

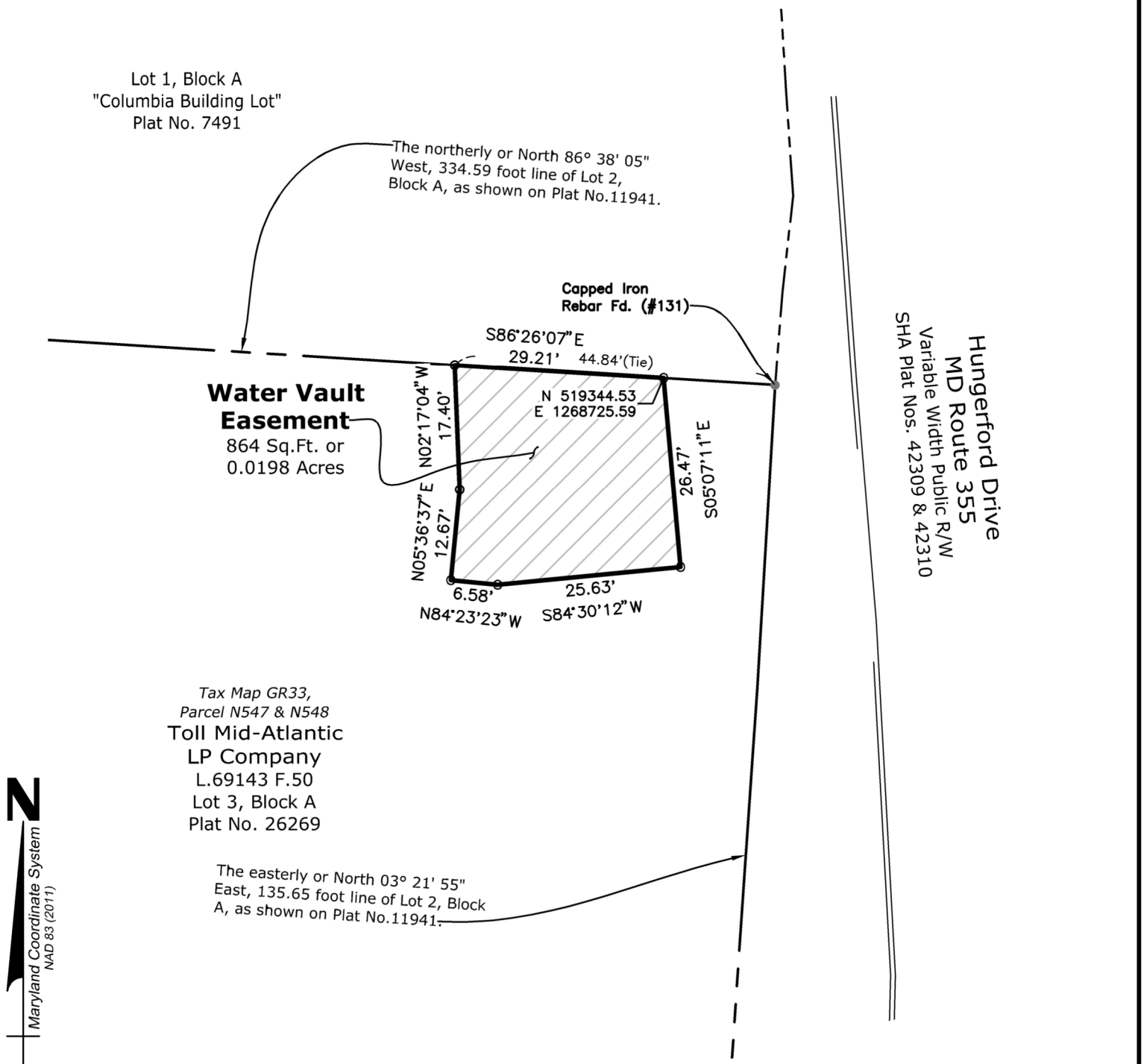
9/10/2025

C:\ACC\ACCDocs\Rodgers Consulting\MC-CoR-Washington Square\Project Files\documents\Surveying\Easements\Exhibit A WV.dox

EXHIBIT B

PLAN SHOWING WATER METER EASEMENT AREA

Exhibit B



Sketch of a
Water Vault Easement
Across the Property of the
Toll Mid-Atlantic LP Company, Inc.
Rockville (4th) Election District
Montgomery County, Maryland
Scale: 1" = 20' August 2025

RODGERS CONSULTING
19847 Century Boulevard, Suite 200, Germantown, Maryland 20874
Ph: 301.948.4700, Fx: 301.948.6256, www.rodgers.com

0 10 40
5 20
GRAPHIC SCALE IN FEET
(1" = 20')

Job No.: 0643(97

MAYOR AND COUNCIL Meeting Date: November 17, 2025
Agenda Item Type: CONSENT
Department: HOUSING AND COMMUNITY DEVELOPMENT
Responsible Staff: JANE LYONS-RAEDER

Subject

Approval and Submission to Montgomery County of the City of Rockville Funding Application for Program FY 2027/Year 52 Community Development Block Grant

Department

Housing and Community Development

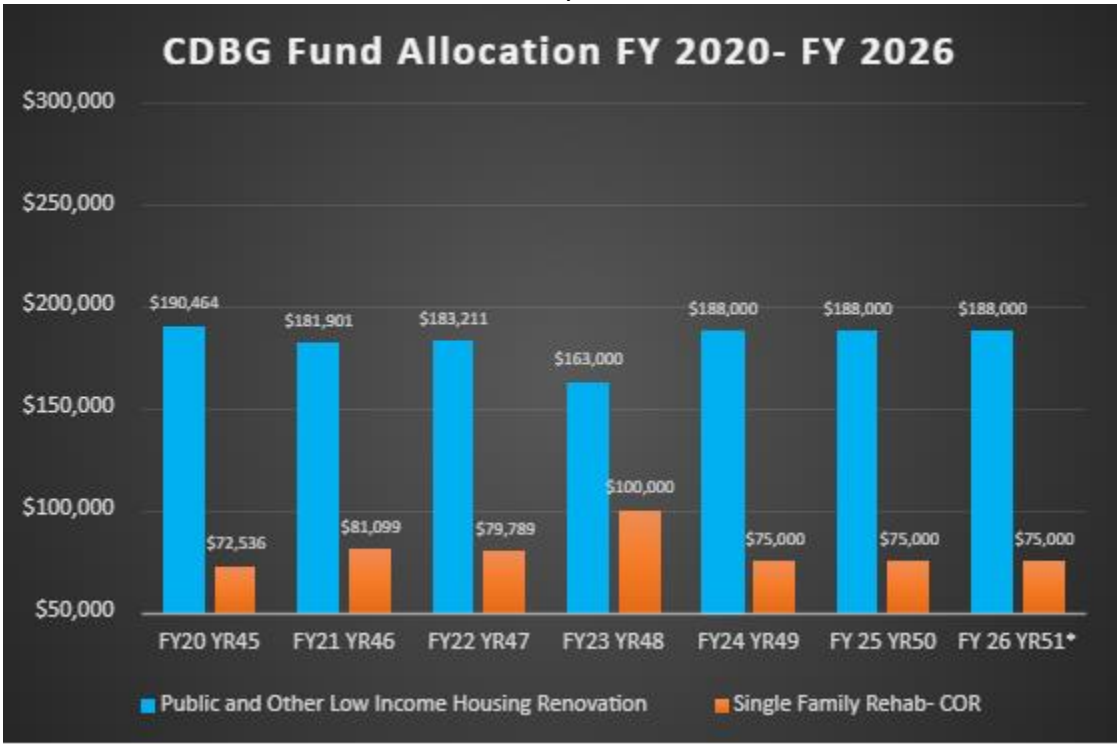
Recommendation

Staff recommends that Mayor and Council approve the proposed funding allocations and authorize the City Manager to transmit the grant application and enter into an agreement with Montgomery County for Program Year 52/FY 2027 of the Community Development Block Grant (CDBG) program.

Discussion

Each year, the City of Rockville receives federal Community Development Block Grant (CDBG) funds through a cooperative agreement with Montgomery County. CDBG funds must be expended for housing and community development capital projects that primarily benefit low- and moderate-income persons or neighborhoods. Rockville is projected to receive $263,000 in CDBG funding for federal Program Year 52/FY 2027. The city has focused much of its CDBG allocation on housing rehabilitation.

Chart 1. CDBG Allocation by Use - FY 2020 to FY 2026



Source: City of Rockville DHCD, 2025

City of Rockville CDBG Programs

Single-Family/Owner-Occupied Rehabilitation

The city's single-family/owner-occupied rehabilitation program has assisted many low-income homeowners in addressing repair issues and code deficiencies. Typical repairs include roof replacement, plumbing and electrical upgrades, furnace replacement, and kitchen and bathroom repairs. The program staff prioritizes code deficiencies to address the most serious problems. The per-unit home repair cost has averaged $25,000 and typically assists five to seven households annually.

For eligible homeowners whose household incomes are at 50% of the Area Median Income (AMI) or below, the program provides funding for repairs through a zero-interest and forgivable CDBG loan. The loan is forgiven over a five-year period by reducing the amount owed by 20% annually if the homeowner continues to own the home for five years following the completion of the repair work.

The city's CDBG program also permits households whose incomes are between 50% and 80% of the AMI to receive a low-interest loan (3%/annum) for their home repairs, without a provision for forgiving the loan. No households have taken advantage of this latter part of the program.

A lien is recorded against the property for the CDBG loan amount, which is released after five years. Table 1 shows the income limits of the program as of May 2024:

Table 1. CDBG Income Limits, May 2024

Family Size	Low (0-50% AMI)	Moderate (50-80% AMI)
1	$54,150	$68,500
2	$61,900	$78,250
3	$69,650	$88,050
4	$77,350	$97,800
5	$83,550	$105,650
6	$89,750	$113,450
7	$95,950	$121,300
8	$102,150	$129,100

Source: U.S. Department of Housing and Urban Development, May 2024

In addition to meeting income limits, homeowners must also meet the following criteria:

- The home must be owner-occupied and be the owner's sole and principal residence.
- The owner must not owe more on the home than the home's assessed value.
- The homeowner's assets cannot exceed $150,000 (excluding the value of the subject property).
- The applicant must be current on personal and property taxes and homeowner insurance.
- Properties with reverse mortgages, in which a homeowner can access cash in exchange for relinquishing equity in their home, are reviewed on a case-by-case basis.

Multifamily/Shared Home Rehabilitation

The multifamily/shared housing component of the program provides funding to local nonprofit housing providers. Over the past five years, the city has typically assisted two (2) to four (4) housing providers serving low-income households, including public housing residents or those in permanent and supportive housing programs. Projects undertaken by these grantees have ranged from major kitchen and bathroom repairs to installation of fire and carbon monoxide detectors.

Program Year 52/FY 2027 Application Process

The application period for external agencies began on July 4, 2025. Funding applications were originally due to the City of Rockville on October 1, 2025. The application period was extended from October 2 to October 16 to encourage additional applications.

The city received four (4) grant applications for projects totaling $336,669 in requested funding. The grant applications are summarized in the table below.

Table 2. Program Year 52/FY 2027 Grant Application Summary

Applicant	Scope
Community Reach of Montgomery County (CRM)	This funding will be used for needed renovations at Jefferson and Rockland Houses, permanent supportive residences for formerly homeless men and women operated by CRM. Rockland House requires a roof replacement due to age and wear. There is evidence that during storms, moisture is leaking through into the crawlspace under Rockland House's roof. Contractors have inspected the roof and confirmed the need for replacement. Additionally, the gutters are outdated and ineffective and can be easily replaced as part of the roof project. The exterior siding, which has not been updated since CRM acquired the property over a decade ago, is showing signs of wear and exposure. New siding is essential to protect the home from the elements and restore its appearance, contributing to a sense of pride and dignity for residents. It will also make the house more energy efficient and reduce utility expenses. Contractors confirmed that the gutters at Jefferson House are dented, which could lead to water drainage issues and long-term structural damage if left unaddressed.
Montgomery Housing Partnership (MHP)	MHP requests funding for exterior rehabilitation and site improvements at Bethany House, a 250-unit affordable apartment community for low- and moderate-income seniors. This project will complete critical exterior repairs and site upgrades that enhance safety, accessibility, and livability while advancing the city's goals for neighborhood revitalization. CDBG-funded activities will include replacement of aging exterior lighting, landscaping and drainage improvements, and installation of new signage, benches, and seating areas. These capital upgrades will address deferred maintenance and reduce long-term maintenance costs, activate the outdoor space by creating amenities, and create a more dignified, welcoming environment for residents and visitors to enjoy. MHP will leverage internal reserves and capital funds to complement CDBG resources and ensure timely completion within the grant term.
Cornerstone Montgomery Inc.	Cornerstone Montgomery seeks support to maintain a critical facility, the Taft Building, that houses essential behavioral health services for more than 3,000 individuals annually across Montgomery, Calvert, Charles, and St. Mary's counties. While Cornerstone Montgomery owns the Taft Building, it rents the first floor to Interfaith Works who

	uses the space to operate the Interfaith Works Women's Center at Taft Court (IWWC-Taft). Cornerstone Montgomery requests funding to remove and replace aging, damaged, and deteriorating flooring and windows in the Taft building to include the IWWC-Taft shelter.
Rockville Housing Enterprises (RHE)	RHE proposes to replace old roofs on seventeen multi-family public housing units. The uniqueness of this project is that a majority of RHE's public housing program participants and potential applicants meet the extremely low (30% AMI) and very low (50% AMI) income limits as deemed by HUD.

Funding Recommendation

As in previous years, a cross-departmental grant review committee was assembled to review the applications and to formulate a recommendation to the Mayor and Council for allocation of the CDBG funding. The committee was comprised of representatives from departments familiar with community needs and other city grants.

Applications were evaluated on the project's impact to low- and moderate-income households; the need for the activity; whether the proposed solution, scope of work, and budget were reasonable and achievable within the grant year; whether the applicant had secured other funding to leverage the amount requested; the applicant's organizational capacity and experience; and the overall quality of the application. Below is a table summarizing the score of each proposal, assessed by the committee.

Table 3. Applicant Average Score

Applicant	Avg. Score
Community Reach of Montgomery County	77
Montgomery Housing Partnership	77
Cornerstone Montgomery Inc.	52
Rockville Housing Enterprises	61

Of the four (4) applicants, the grant review committee unanimously voted to fund two (2) of the four (4) of the applicants. Below is a table summarizing the recommended allocation.

Table 4. Program Year 52/ FY 2027 Funding Allocation Recommendation

Applicant	CDBG Funds Requested	Recommended Allocation
Community Reach of Montgomery County	$20,326	$20,326
Montgomery Housing Partnership	$75,000	$117,674
Cornerstone Montgomery Inc.	$170,856	$0

Rockville Housing Enterprises	$270,825	$0
City of Rockville Single-Family Home Repair Program	N/A	$120,000
TOTAL	**$537,007**	**$258,000**

Community Reach of Montgomery County
The panel chose to fully fund Community Reach's CDBG request because, while past performance has been mixed, the proposed project is relatively simple in scope and funding level. Additionally, current staff have demonstrated progress in understanding and meeting CDBG requirements, indicating improved capacity to successfully implement the project.

Montgomery Housing Partnership
The panel chose to more than fully fund Montgomery Housing Partnership's CDBG request to support safety enhancements in the living conditions of Bethany House. The exterior improvement projects are essential to promoting safety and enhancing the environment for residents. MHP has a strong track record in managing construction projects and effectively leveraging multiple funding sources, giving the panel confidence in their capacity to complete the project successfully and within compliance requirements.

Cornerstone Montgomery Inc
The panel did not recommend funding Cornerstone Montgomery Inc. due to several concerns regarding project clarity and past performance. It remains unclear where the proposed floor replacements will occur—whether in office or residential areas—and the overall urgency of the window replacement component was not well demonstrated. Additionally, the organization lacked institutional memory of previously receiving CDBG funds and prior projects were not completed within the required program year timeline. These factors raised concerns about project readiness, management capacity, and the likelihood of timely completion.

Rockville Housing Enterprises
While RHE is a long-standing partner with the city, the panel did not recommend funding the organization's request this year due to ongoing concerns with project management, performance, compliance, and documentation. Records related to previous roof replacement projects funded with CDBG dollars were unclear and lacked sufficient detail, reflecting limited knowledge of program requirements. Additionally, discrepancies were noted between the number of roofs reported as completed and the number budgeted for, raising concerns about project accuracy and accountability.

Single-Family/Owner-Occupied Rehabilitation Program
The panel recommended allocating $120,000 to the city's single-family/owner-occupied rehabilitation program. DHCD staff will continue to work with the Code Enforcement and Community Engagement team to identify homeowners in need to home repairs and/or to address any code violations.

Mayor and Council History

A public hearing on community needs and priorities took place at the September 8, 2025 Mayor and Council meeting. No comments were received from the public.

Public Notification and Engagement

The funding application and public hearing announcement were emailed to civic associations, homeowners associations, and community organizations on June 30, 2025. Public notice announcing the public hearings was published in the Washington Post on August 28, 2025 and September 4, 2025. As requested by the Mayor and Council in previous years, the city hosted a Housing Providers Forums on August 21, 2025 and September 16, 2025, where housing providers were notified of the upcoming funding cycle and provided with information on application submission process and requirements.

Fiscal Impact

The CDBG funds that are proposed to be allocated will come from the federal government via a pass-through agreement with Montgomery County.

The city accounts for all CDBG activity in a separate CDBG fund. The FY 2026 adopted budget appropriated $263,000 and the city anticipates the same amount for Year 52/FY 2027. The city must spend funds on the specified programs and request reimbursement from the county on presentation of receipts. All CDBG spending is subject to the provisions of OMB A-133 (to be superseded by guidance in the omni-circular) or single audit, as required by the federal government.

Next Steps

The Program Year 52/FY 2027 grant application is due to Montgomery County in December.

Attachments

Community Reach of Montgomery CountyPacket, Montgomery Housing Partnership, Inc. Packet, Cornerstone Montgomery, Inc.Packet, Rockville Housing EnterprisesPacket

Community Reach of Montgomery County

FY27 Community Development Block Grant (CDBG)

Community Reach of Montgomery County

Ms. Andrea Kempner Wink
1010 Grandin Avenue, Suite A1
Rockville, MD 20851

info@cmrocks.org
O: 301-637-0730

Ms. Andrea Kempner Wink

1010 Grandin Avenue #A1
Rockville, MD 20851

andreakwink@cmrocks.org
O: 301-637-0172

Application Form

Applicant Information and Request Amount

Project Name*
Legal name of Applicant/Organization

Community Reach of Montgomery County

Federal I.D. Number*
52-0910334

Type of Organization*
Nonprofit

501(c)(3) Status
If you are a nonprofit organization, upload an Internal Revenue Service letter granting non-profit status 501(c)(3).

IRS Determination Letter .pdf

Address*
1010 Grandin Ave, #A1, Rockville, MD 20851

Contact Person*
Provide a name and job title.

Andrea Kempner-Wink, Managing Director

Contact Person - Telephone Number*
301-637-0172

Contact Person - E-mail*
andreakwink@cmrocks.org

Project Title*
Improvements to Reach's two permanent supportive homes in Rockville

Amount of CDBG Funds Requested*
$20,326.00

Amount of Total Project Budget*
$20,326.00

Would you like to collaborate on this application with another person? If yes, follow the instructions below.

Once you have started a request you will see the Collaborate button at the top of the page. This can be used to invite other people to work on this request.

- From the Collaborate pop up, enter the email address of the person you would like to invite,
- Set the Permission you would like the collaborator to have, either View, Edit, or Submit.
- And lastly, include a message and select Invite.

An email will be sent to the collaborator containing your message, their username, and a link to the logon page.

After logging into the system, the collaborator will see this request under the Collaboration Requests tab of their Applicant Dashboard. Here they can select the edit form link and start collaborating on the document. The Collaborator will have access to all forms within the request that have been assigned to the original applicant.

Project Description and Need

Project Description*
Provide a *brief* summary of your project. Describe: WHAT you will do, WHO you will serve, WHY the project is needed, WHERE you will do it, and WHAT activities you will fund with CDBG. *(NOTE: More information is requested later; this space is for a brief overview of your project.)*

This funding will be used for needed renovations at Jefferson and Rockland Houses, permanent supportive residences for formerly homeless men and women operated by Community Reach of Montgomery County. The renovations will improve the safety and functionality of the properties and provide adequate living environments for the 11 men and women who inhabit them. CDBG funding will support the costs associated with completing the renovations (contractors and related expenses). Renovation work will take place at the two sites, Rockland House located at 2004 Rockland Avenue, 20851, and Jefferson House located at 111 West Jefferson Street, 20850.

Project Need*

What unmet need(s) will your project address? How did you determine that this need exists? You must provide data that quantifies the need to receive full points for Need in the scoring criteria (e.g., number of units, physical needs assessment data, photographs).

Reach's Housing Program addresses the need for permanent supportive housing in Montgomery County, specifically for individuals transitioning out of homelessness who require individualized, sustained support.

Reach operates two supportive homes that serve up to 11 formerly homeless residents, Jefferson House for men and Rockland House for women, where staff members work together to provide stable, permanent housing and individualized case management to help residents gain the skills, confidence, and stability they need to manage the challenges in their lives and regain self-sufficiency.

To ensure the houses can continue to operate effectively, ongoing maintenance is required to provide a suitable living environment. Need for repairs and maintenance are determined based on expert opinion, staff evaluation of property, and the desire to give residents a well-maintained and adequate living environment.

Rockland House - Roof and gutter replacement, new siding: Rockland House requires a roof replacement due to age and wear. There is evidence that during storms, moisture is leaking through into the crawlspace under Rockland House's roof. Contractors have inspected the roof and confirmed the need for replacement. Additionally, the gutters are outdated and ineffective and can be easily replaced as part of the roof project. The exterior siding, which has not been updated since Reach acquired the property over a decade ago, is showing signs of wear and exposure. New siding is essential to protect the home from the elements and restore its appearance, contributing to a sense of pride and dignity for residents. It will also make the house more energy efficient and reduce utility expenses.

Jefferson House - Gutter replacement: Contractors confirmed that the gutters at Jefferson House are dented, which could lead to water drainage issues and long-term structural damage if left unaddressed. In particular one gutter at the front has clear damage.

Project Need Attachments

Please compile attachments (including photos) into one pdf, doc or docx file. *If the attachments exceed the maximum file size, send them to Chuck Dunn, cdunn@rockvillemd.gov.*

Rockland House & Jefferson Gutters Photo Evidence.pdf

Location of Project*

Where will this project be physically located? For projects, provide the address of the project; for programs, state the location from which the program will be operated. *Project activities should take place within the corporate limits of the City of Rockville.*

Rockland House is located at 2004 Rockland Avenue, 20851 in the Twinbrook neighborhood of Rockville. The house was built in 1952 and purchased by Community Reach of Montgomery County in 2013.

Jefferson House is located at 111 West Jefferson Street, Rockville, MD, 20850, within the designated historic district of West Montgomery Avenue. It has been leased by Reach from Rockville United Methodist Church since 1993.

Location of Project - Historic District*

Will this project be located in one of Rockville's Historic Districts? View the map of Rockville Historic Districts.

Yes

Service Area*

Is there a primary service area(s) for this project?

Yes

Service Area - Description

If you selected “yes” to the previous question, briefly describe the boundaries of the service area (e.g. by streets, neighborhoods, or census tracts). Answering “no” signifies that services are provided citywide without regard to location.

Rockland House is located at 2004 Rockland Avenue, Rockville, MD 20851

Jefferson House is located at 111 West Jefferson Street, Rockville, MD, 20850

Service Area - Outside City of Rockville

If some people served come from outside the City of Rockville, please provide a breakdown of Rockville residents versus non-Rockville residents.

Number Served*

Estimate the total number of people or households who will directly benefit from this project.

11

Number LMI Served*

Estimate the total number of low- and moderate-income people or households who will directly benefit from this project. *See pg. 4 of the **APPLICATION INSTRUCTIONS** for the definition of “low- and moderate-income (“LMI”).”*

11

Percentage LMI Served*

What percentage of the total people or households served are expected to be of low- and moderate-income. *See pg. 4 of the **APPLICATION INSTRUCTIONS** for the definition of “low- and moderate-income (“LMI”).”*

100

Identify the source of your estimates*

Income requirements for residents of Jefferson and Rockland House are set by Rockville Housing Enterprises.

Recruitment/Referral Process*

Describe how beneficiaries will be recruited or referred to the project or program.

Housing Program residents primarily come from referrals from transitional and emergency shelters through the Montgomery County Coordinated Entry System (CES). Our Housing Directors interview the referred individuals to determine their eligibility for placement.

Eligibility Process*

Describe how you will determine eligibility for the program and document that at least 70 percent of the housing units are occupied by LMI households or that 70 percent of the program's beneficiaries have low- or moderate-incomes, as defined by HUD.

Housing Program residents must be considered "low income" according Rockville Housing Enterprises' Income Scale in order to receive the voucher to become or remain a resident at Rockland House or Jefferson House. Residents provide proof of income to Community Reach of Montgomery County's Housing Program Staff and to Rockville Housing Enterprises on a continuing basis.

Project Goals*

List the specific goals that you hope to achieve through this project; goals should be quantitative and measurable in nature. *The activity should have clearly stated goals and evaluation criteria that are specific, measurable, and realistic.*

The goal of Community Reach of Montgomery County's Housing Program is to provide safe, supportive, functioning homes that support our residents' journey toward self-sufficiency. The completion of the proposed maintenance and repair projects will ensure that residents live in safe and healthy surroundings. A substandard environment negatively impacts residents' concept of self-worth and inhibits the development of self-sufficiency.

Accordingly, measurable impacts for this program include the outcomes for residents of Rockland House and Jefferson House.

JEFFERSON HOUSE & ROCKLAND PROGRAM YEARLY OUTCOMES:

Initial: Up to 11 residents will enroll (or continue) in Jefferson and Rockland House Program housing, establish (or continue) an individual service plan agreement with the program staff, and attend required house meetings.

Intermediate: Up to 11 residents will show progress in following their individual service plan agreements through regularly meeting established goals, taking part in trainings/workshops, and paying rent on time.

Long-term: Up to 11 residents will remain in housing either at Jefferson/Rockland House or move to independent living, and not return to the Montgomery County shelter system.

Action Plan

Quarterly Schedule: Any CDBG funds awarded should be fully expended within a 12-month period. *The activity should have a clear plan of action that is consistent with the budget and that demonstrates that the applicant has the capacity to implement the proposed plan.*

Describe the implementation plan for the project by listing a quarterly schedule of key activities / milestones and the corresponding draw down of CDBG funds in the following questions:

First Quarter - Key Activities*

List key tasks and milestones during the quarter. Write N/A, if no activities are planning during the quarter.

Obtain updated bids from contractors, determine the best bid, and complete all paperwork with the contractor and City

Second Quarter - Key Activities*

List key tasks and milestones during the quarter. Write N/A, if no activities are planning during the quarter.

Begin roofing and gutter projects as a priority

Third Quarter - Key Activities*

List key tasks and milestones during the quarter. Write N/A, if no activities are planning during the quarter.

Complete roofing and gutter projects. Begin and complete siding replacement at Rockland House.

Fourth Quarter - Key Activities*

List key tasks and milestones during the quarter. Write N/A, if no activities are planning during the quarter.

N/A

First Quarter - $ Draw Down*

Estimate the draw down of CDBG funds in the quarter.

$0.00

Second Quarter - $ Draw Down*

Estimate the draw down of CDBG funds in the quarter.

$13,916.37

Third Quarter - $ Draw Down*

Estimate the draw down of CDBG funds in the quarter.

$6,410.37

Fourth Quarter - $ Draw Down*

Estimate the draw down of CDBG funds in the quarter.

$0.00

Budget and Leveraging

Project Budget Form*

1. Download the Budget Form (doc file).
2. Fill out the budget form and save it. Instructions are provided on page 1 of the packet.
3. Upload the completed form using the "upload a file" button below.

CDBG Application Budget_20220519083235542 8.doc

Expenditure Details*

Describe in detail types of expenditures CDBG will fund (i.e., labor, materials, etc.).

Funding will support the labor and all materials for the completion of the proposed project, including permits, roofing and gutter work, and siding replacement

Roof and Gutter Replacement (Rockland House) -
Contractor labor and materials
Disposal of old roofing materials
Permit fees (if needed)

Siding Replacement (Rockland House)
Materials
Labor costs

Gutter Replacement (Jefferson House)
Gutter materials (aluminum, vinyl, etc.)
Labor for removal and installation

Cost Estimate Details*

How did you determine the cost estimates included in the CDBG Project Budget Form?

The housing program staff received bids from contractors. As the requested funding will become available over a year after the estimates have been provided, it is likely that construction costs will increase by that time. We are middle range bids for projects to give some flexibility when the final bids are obtained in over a year.

Bids included in cost estimate:
Rockland House:
HH Roofing and Siding - $15,124
SkyShield Gutters - $2,210

Jefferson House:
Good Good Gutters - $2,992

Cost Estimate Details - Attachments

Upload any supporting documents for your cost estimates (including bids, research or past documentation for previous projects).

File too large.pdf

Davis-Bacon Labor Standards and Wages*

If you propose construction, rehabilitation, or acquisition activities, are the construction estimates incorporated into the project budget inclusive Davis-Bacon Labor Standards and Wages?

Not Applicable

Site Ownership*

If you propose construction, rehabilitation, or acquisition activities, does your organization own the property or site?

No

Site Ownership or Lease Agreement

Evidence of site control.

- If yes to the previous question, provide evidence of ownership (deed and property tax records).
- If no to the previous question, provide a copy of the lease agreement and letter from the owner confirming the proposed activities are permitted and acceptable.

Letter from RUMC.pdf

Land Use/Zoning*

If you propose construction, rehabilitation, or acquisition activities, does the project require a land use and/or zoning change?

No

Land Use/Zoning - Details

If yes to the previous question, explain below.

Partial Funding*

In the past, the City has often provided partial funding for multiple projects instead of full funding for a few projects so that it could address numerous requests. Please describe, in detail, the specific changes that you will make to your project or scope of services if your project is partially funded.

If awarded partial funding for the proposed repair and maintenance projects, Community Reach of Montgomery County will gratefully utilize the received funds to address as much of the needed work as possible.

Prior CDBG Funding*

List any prior CDBG grants received for this project and include the following information:

- Source (Montgomery County or the City of Rockville)
- Year of the grant
- Grant amount
- Description of the activities funded

If your project has not received any CDBG funding, write in N/A.

City of Rockville: CDBG FY25: $22,185 - Jefferson House interior painting, refinishing floors CDBG FY24: $65,000 To be used to install ductless air conditioning units at Jefferson House; CDBG FY22: $11,800, shutters, CDBG FY 21: $51,551 (funds not expended), CDBG FY18: $18,131, window sashes, install storm windows, CDBG FY17: $16,900, Remodel two bathrooms, CDBG FY16: $19,400, Replace roof, exterior painting, basement waterproofing

Leveraging*

Have you applied for funding from other sources for this project?

No

Leveraging Details*

- If yes to the previous question, to what entities have you applied? Indicate whether the funding is approved, pending or denied.
- If no to the previous question, why haven't you applied for other funding?

We have not applied for other funding for these maintenance and renovation needs. We generally use grant opportunities for more immediate day-to-day program operation costs – case management support, client support/services, emergency financial assistance, etc. This City of Rockville CDBG grant opportunity is a much-needed opportunity to address these property-related needs.

Leveraged Funds #1

For approved funds, provide a copy of each commitment or award letter.

Leveraged Funds #2

For approved funds, provide a copy of each commitment or award letter.

Leveraged Funds #3

For approved funds, provide a copy of each commitment or award letter.

Volunteer or In-kind Contributions

If you will use volunteers or in-kind contributions for this project, please explain how:

No. The work required for the planned projects is specialized and not appropriate for general volunteers.

Long-term Sustainability*

Explain, in detail, your long-term sustainability plan for this project. If you are proposing rehabilitation or construction activities, describe your long-term operation and maintenance plans for the project, including your plan to keep the housing affordable for LMI households (i.e., source of subsidy). If you are proposing a program, describe your plan for operating this program once CDBG funds are no longer available.

Community Reach of Montgomery County has provided permanent supportive housing for homeless women at Rockland House for 11 years and Jefferson House for 24 years. Our staff and supporters are involved closely in the daily lives of our residents and are aware of and responsive to their needs and the required upkeep of the properties.

Rockland and Jefferson House benefit from dedicated volunteers who assist with yardwork and upkeep tasks. In FY25, volunteers provided over 200 hours of service to the Housing Program, assisting with Manna food delivery, simple handyman services, yard work, life skills training, and cooking and delivering homemade meals for residents.

Reach works to maintain a broad base of diverse funding sources for all of its programs, including the Housing Program. These sources include the City of Rockville and Montgomery County governments, corporations, private foundations, individual donations, faith congregations, as well as In-Kind Goods and Services from our supporters and partners.

As further evidence of Community Reach of Montgomery County's sustainability, we have been selected by Spur Local (formerly the Catalogue for Philanthropy) as one of the Washington DC region's best small charities for several consecutive years.

Key Staff and Partnerships

Key Staff Instructions: Provide the name and list of information below for each key staff person who is responsible for carrying out your program's CDBG action plan.

Name - Key Staff #1*

Tosha Dyson, Director of Property Services

Project Role - Key Staff #1*

List the following information about the staff member:

- Number of years with the organization
- Percentage of time to be devoted to the project
- Job responsibilities/experience relevant to proposed project

The Director of Property Services joined Reach in June of 2025. She serves as a landlord for all residents and has primary responsibility for the physical upkeep of the two properties. She worked from 2009 to 2025 at Rockville Housing Enterprises, a major partner of the Housing Program, making her well-equipped to support residents in meeting RHE requirements for residency.

Name - Key Staff #2

Ali Robinson, Director of Client Services

Project Role - Key Staff #2

List the following information about the staff member:

- Number of years with the organization
- Percentage of time to be devoted to the project
- Job responsibilities/experience relevant to proposed project

The Director of Client Services, with Reach since December 2024, oversees intake and orientation of new residents, provides case management to assist residents with accessing resources, runs house meetings, and other client-related services as needed. The Director of Client Services' background in providing case management to returning citizens and individuals in recovery aligns directly with the needs of our residents. He has worked on prior CDBG contracts including our FY24 and FY25 projects.

Name - Key Staff #3

Andrea Kempner-Wink

Project Role - Key Staff #3

List the following information about the staff member:

- Number of years with the organization
- Percentage of time to be devoted to the project
- Job responsibilities/experience relevant to proposed project

Andrea has been with the organization since October 2013. As Managing Director, she oversees Community Reach of Montgomery County's service areas. She has worked with City of Rockville staff to execute grant and contract funding in timely and efficient ways, including overseeing the final stages of a CDBG contract after the resignation of the program director. She will work closely with Housing Program staff and the contractors to ensure the proposed project is executed successfully.

Additional Staff

Provide a list of additional staff and their role for this project.

[Unanswered]

Partnerships*

Will you enter into a partnership with any other organization(s) to undertake this project?

No

Partnership Details

If "yes," please list the organization(s) and its contribution(s).

[Unanswered]

Experience and Organizational Capacity

Organization's Mission*

Describe your organization's mission and how the proposed project fits in with your organization's mission and current activities.

Community Reach of Montgomery County's mission is to empower those who are underserved in Montgomery County by addressing their essential needs to enhance the overall well-being of our community. As part of this mission, Reach operates Jefferson and Rockland Houses to provide permanent supportive housing for homeless men and women as they work towards self-sufficiency.

The proposed project will make Jefferson and Rockland Houses more livable and provide necessary upkeep to keep the houses in working order. These improvement projects help ensure the houses meet living standards for residents.

Organization's Founding Date*

List the date or year your organization was established.

1967

Number of Full-time Staff*

Number of full-time paid staff in your organization.

11

Number of Part-time Staff*

Number of part-time paid staff in your organization.

27

Organizational Chart*

Provide a copy of your current Organizational Chart.

Organzation CHART updated 11-2024.pdf

New Staff*

Will a consultant(s) or contract staff be hired to help implement the project?

No

Number of NEW Full-time Staff*

Number of new staff who will be hired to work on the project, if funded.

0

Number of NEW Part-time Staff*

Number of new staff who will be hired to work on the project, if funded.

0

New Staff - Details

If “yes,” please explain the services the consultant or contract staff will offer (**NOTE:** If the project is funded, any subcontracts entered into are subject to approval by the City of Rockville Department of Housing and Community Development):

[Unanswered]

County or City Funding*

Do you currently receive, or are you applying for funding through other County or City agencies?

Yes

County or City Funding - Details

If “yes,” provide information on the activity, the amount, and what agency:

No other county/city funding will support these specific renovations. Reach as an organization receives funding from both Montgomery County and the City of Rockville.

FY26 Montgomery County and CDBG Grants include the following:
Rockville Emergency Assistance Program $56,620, Trivens Kargbo 240-777-3794
Mansfield Kaseman Health Clinic $152,961 Legacy Grant & Community Grant, Ashley Miller (240)-672-4931
Language Outreach Program $33,044 Legacy Grant, Aizat Oladapo 240-777-1460
Senior Reach Program $53,851 Janet Bell 240-777-4057
Housing Program (Jefferson House/Rockland House) $25,963 Janet Bell 240-777-4057
Kaseman Clinic, contract with Primary Care Coalition on a reimbursement basis. Aisha Robinson, 301-628-3445

City of Rockville contracts for FY26:
$201,080 for Housing, Senior Reach, and Language Outreach Program
$109,000 for the Mansfield Kaseman Health Clinic

Organization Budget*

Attach a copy of your organization’s annual budget for the current year.

FY26 Reach and MKHC combo budget.pdf

Organization Audit*

Attach a copy of the organization’s most recent audit.

FY24 Reach & MKHC Audited Financial Statement.pdf

Past Performance*

Have you received CDBG funds for a project of similar activities, size, and complexity in the past? (If no, skip next 3 questions)

Yes

Past Performance - Project Description

If yes to the "past performance" question, which project(s) and what year(s)?

CDBG FY24: $65,000 AC installation, retaining wall, CDBG FY22: $11,800, shutters, CDBG FY 21: $51,551 (funds not expended), CDBG FY18: $18,131, window sashes, install storm windows, CDBG FY17: $16,900, Remodel two bathrooms

Past Performance - Project Time

If yes to the "past performance" question, did you expend CDBG funds in a timely manner?

Yes

Past Performance - Project Goals

If yes to the "past performance" question, did you meet performance goals for the project?

Yes

Past Performance - Non-CDBG Projects

If No to the "past performance" question, describe a past project of similar activities, size, and complexity where your organization used local, state, or Federal funding. Describe whether you met expenditure deadlines, performance measures, and compliance requirements, such as Davis Bacon or Section 3.

Application Certification and Signature

Application Certification*

"I certify that I have reviewed this application and that, to the best of my knowledge and belief, all of the information provided in this application is true."

In lieu of a signature, provide the name and title of an authorized representative.

Sarah Basehart, Executive Director

File Attachment Summary

Applicant File Uploads

- IRS Determination Letter .pdf
- Rockland House & Jefferson Gutters Photo Evidence.pdf
- CDBG Application Budget_202205190832355428.doc
- File too large.pdf
- Letter from RUMC.pdf
- Organzation CHART updated 11-2024.pdf
- FY26 Reach and MKHC combo budget.pdf
- FY24 Reach & MKHC Audited Financial Statement.pdf

Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0752284927
Oct. 01, 2019 LTR 4168C 0
52-0910334 000000 00
00023094
BODC: TE

COMMUNITY REACH OF MONTGOMERY
COUNTY INC
% AGNES SAENZ EX DIR
1010 GRANDIN AVE STE A1
ROCKVILLE MD 20851-1341

)07557

Employer ID number: 52-0910334
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Sep. 20, 2019, about your tax-exempt status.

We issued you a determination letter in November 1988, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

0752284927
Oct. 01, 2019 LTR 4168C 0
52-0910334 000000 00
00023095

COMMUNITY REACH OF MONTGOMERY
COUNTY INC
% AGNES SAENZ EX DIR
1010 GRANDIN AVE STE A1
ROCKVILLE MD 20851-1341

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Teri M Johnson

Teri M. Johnson
Operations Manager, AM Ops. 3

Rockland House Roof and Siding Inspection Photos, including comments from contractors about condition of roof

INSPECTION PHOTOS

Quote subtotal	$10,713.41
Total	$10,713.41

***Due to the condition of the current decking, it is recommended to get the roof done as soon as possible. The current plywood underneath the shingles are very soft from either age or rotting. Roof price includes changing out all plywood.**

INSPECTION PHOTOS

Damaged front gutter at Jefferson House

CDBG Project Budget Form

ORGANIZATION NAME: Community Reach of Montgomery County

PROJECT NAME: Improvements to Reach's two permanent supportive homes in Rockville

INSTRUCTIONS

Provide the total budget of the proposed CDBG project, subdivided by activity costs.

Request only the level of CDBG funding needed to carry out the project. The grant request must be sufficient either by itself or included with other proposed funding sources to assure effective administration and completion of the proposed project within the contract period.

List the allocation of CDBG funds among project costs in the Source 1 column and the allocation of other funding sources (as well as the name and amount of the source) in the other columns.

Only complete budget line items that apply to your project. Add additional rows, if needed. If your project has more than four sources, use a second sheet budget sheet.

CDBG Project Budget Form					
Sources					
	Source 1	**Source 2**	**Source 3**	**Source 4**	**Totals**
Name of Source	**CDBG**				
Is the source firmly committed? If yes, must provide award or commitment letter		☐Yes ☐ No	☐Yes ☐ No	☐Yes ☐ No	
Amount					
Uses					
Personnel	**Source 1: CDBG**	**Source 2:**	**Source 3:**	**Source 4:**	**Total**
[List job title and salary]					
[List job title and salary]					
[List job title and salary – add more lines if needed]					
Fringe Benefits					
Personnel Total					
Construction/ Rehabilitation	**Source 1: CDBG**	**Source 2:**	**Source 3:**	**Source 4:**	**Total**
Acquisition					
Architectural, Planning, and Engineering					
Fees (permits, etc.)					
Professional Services	20,326				
Construction/rehab					
Demolition					
Other					
Other					
Other					
Construction/ Rehab Total	20,326				

Program Operating Costs	Source 1: CDBG	Source 2:	Source 3:	Source 4:	Total
Supplies					
Rent/Lease					
Insurance					
Printing					
Communications (Telephone, internet, etc.)					
Travel					
Other					
Other					
Prog. Operating Total					
Project Total	20,326				

The file combining all the quotes is too large. It will be emailed to Chuck Dunn.

Rockville United Methodist Church

The United Methodist Church

October 7th, 2025

City of Rockville
Department of Community Planning and Development Services
111 Maryland Avenue
Rockville, Maryland 20850

Attention: Community Development Block Grant Applications

I am writing on behalf of Rockville United Methodist Church in support of Community Reach of Montgomery County's (CRMC) application for funding for repairs to the historic Old Methodist Parsonage from the City of Rockville Community Development Block Grant.

Rockville United Methodist Church (RUMC) is a congregational member of Community Reach of Montgomery County and has a long-standing partnership with the organization. The partnership became even stronger upon opening Jefferson House Personal Living Quarters at the Old Methodist Parsonage which is owned by RUMC. CRMC and RUMC have worked to attend to the needs of homeless men residing in this supportive home and take great pride in watching many of these men find their way back to self-sufficiency. We have been a part of this work for the past 30 years and look forward to many years of serving the homeless community in Montgomery County alongside CRMC.

The Old Methodist Parsonage which houses CRMC's Jefferson House program was built in 1869 and is included in the Maryland Historical Sites inventory and the nationally and locally designated Historic District of West Montgomery Avenue. It has many upkeep needs due to its age. CRMC and RUMC have worked together on many maintenance issues over the years. Maintenance issues addressed recently include, among other things, a fully renovated kitchen, painting the exterior of the house, and shutter replacement. As the property owner, RUMC is deeply grateful to CRMC for the leadership they have provided in pursuing repair work needed to make this home safe and habitable for the men who live there.

We are aware of the work they are planning to do with funding from this grant application which includes the following proposed repairs: roof and gutters. We wholeheartedly agree with their plan and support their application for funding to complete the work. RUMC has no plans to sell this property, and we commit to taking no such action through fiscal year 2029.

Sincerely,

Rev. YouJung Jung

112 West Montgomery Avenue, Rockville, Maryland 20850-4213
Telephone 301/762-2288 Fax 301/762-6700
Website: www.rockvilleumc.org
Email: rockville_umc@rockvilleumc.org

Rockville United Methodist Church

The United Methodist Church

October 7th, 2025

City of Rockville
Department of Community Planning and Development Services
111 Maryland Avenue
Rockville, Maryland 20850

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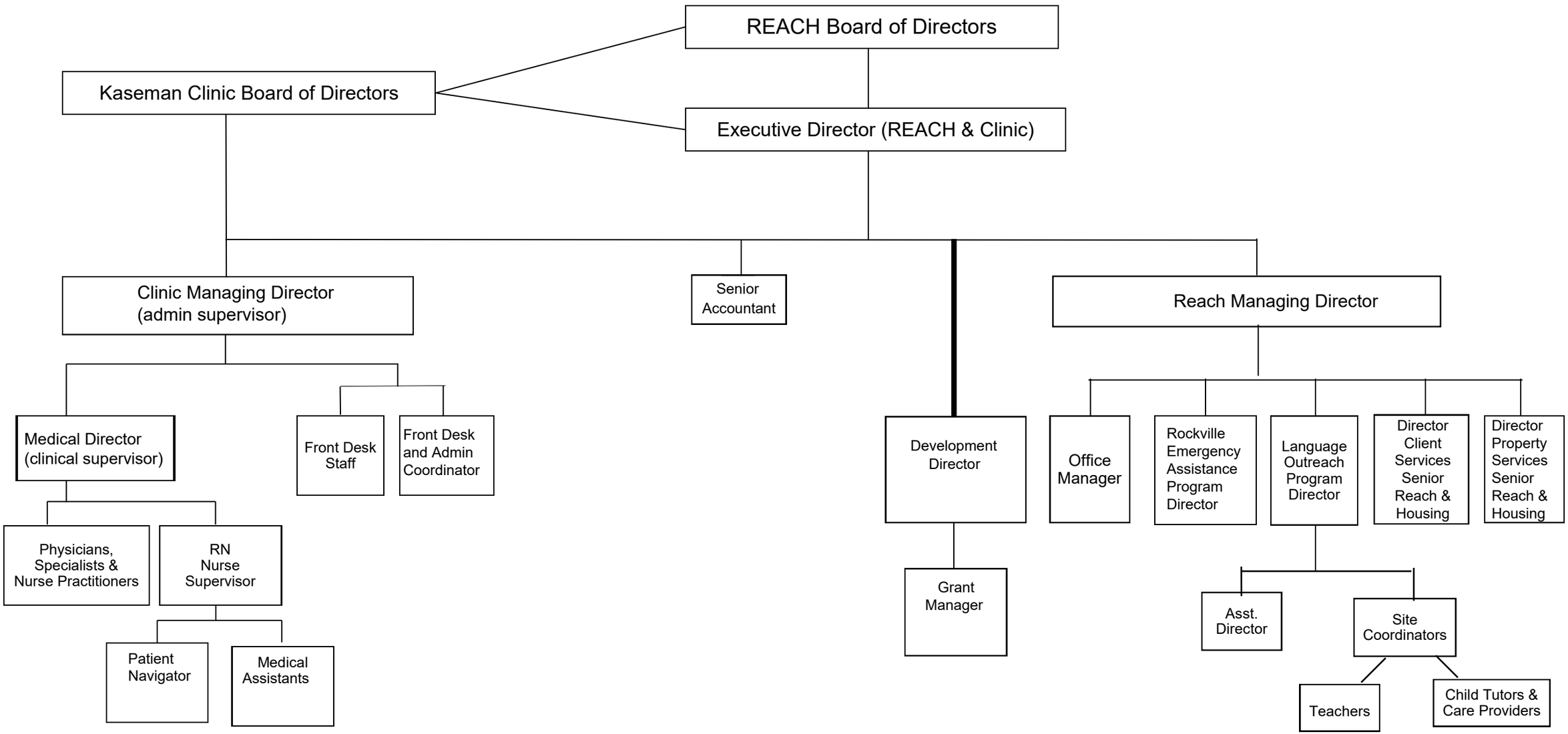
Sincerely,

Rev. YouJung Jung

112 West Montgomery Avenue, Rockville, Maryland 20850-4213
Telephone 301/762-2288 Fax 301/762-6700
Website: www.rockvilleumc.org
Email: rockville_umc@rockvilleumc.org

COMMUNITY REACH OF MONTGOMERY COUNTY (REACH) and — MANSFIELD KASEMAN HEALTH CLINIC, LLC — ORGANIZATION CHART



Rev. 06/30/20[illegible]

Community Reach of Montgomery County, Inc.
Budget Overview: COMBINED (Reach + MKHC)
FY26 Budget FINAL - Approved by Board

INCOME	
4000 Donations, unrestricted	129,500.00
4101 Government Contracts	886,674.64
4106 Montgomery Cares - Primary Care Coalition	374,088.00
4107 Rockville Housing Enterprises	62,000.00
4115 Medicare/Medicaid Patients	20,000.00
4200 Grants/Foundations	130,500.00
4205 United Way of the NCA	7,000.00
4350 Client/Patient Fees	301,000.00
4410 Fundraising Events	235,000.00
4415 Other Fund Raisers	118,250.00
4423 Year-End Giving	45,000.00
4603 Occupancy & Management Fees	135,576.00
4710 Interest/Dividend Income	17,000.00
TOTAL INCOME	2,461,588.64
EXPENSES	
5000 Salaries	1,236,995.51
5001 Employers FICA	94,630.16
5003 Medical Insurance	105,248.01
5007 Unemployment Ins (Escrow)	9,550.00
5008 Retirement Plan	18,652.53
5011 Life Insurance Expense	1,062.00
5005 Liability & Umbrella Insurance	44,774.00
5006 D & O Insurance	7,590.00
5010 Malpractice/Prof Insurance	24,545.00
5071 Cyber Crime Insurance	2,251.00
5072 Crime Package Insurance	1,491.00
5002 Consulting Services	67,400.00
5012 Training and Educational	8,750.00
5013 Dues,Pubs,Memberships	4,000.00
5014 Conferences & Meetings	500.00
5015 Employee transp, Parking	650.00
5016 Volunteer Recognition	750.00
5017 Audit and Tax Preparation	26,000.00
5019 Payroll Direct Deposit Fees	10,500.00
5020 General Program Expenses	12,100.00
5021 Supplies	6,000.00
5022 Telephone, Paging, Internet	27,840.00
5023 Small Furn & Equipt & Software	10,200.00
5024 Employee Recruitment	450.00
5025 Printing & Copying	7,012.00
5027 Postage	1,900.00
5029 Fees-License,Background checks	1,675.00
5030 Maintenance & Repairs - Bldg	8,700.00
5031 Maintenance & Repairs - Equipt	23,935.00
5032 Rent - Grandin Ave	237,870.38
5035 Administrative Support Allocation	125,976.60
5036 REAP's Occupancy Fee to Clinic	9,600.00
5037 Real Estate Tax	750.00
5040 IT Services	43,080.00
5057 Housing	55,000.00
5058 Utilities	35,720.00
5059 Medical	1,100.00
5061 Client's Aide	14,200.00
5062 Home Healthcare Services	95,000.00
5063 Safe & Habitable Housing Matls	15,000.00
5064 Instructional Materials	8,500.00
5067 Cable TV	2,200.00
5068 Rent	18,972.00
5069 General Expense-Clients	2,000.00
5070 Medicaid Expense	1,066.00
5075 ECW Maintenance Fees	7,000.00
5085 Medical Supplies	12,000.00
5086 Trash & Hazmat Disposal	7,000.00
5087 Security System	1,272.00
5088 Lab Fees	65,000.00
5089 Radiology Fees	1,500.00
5042 Meals & Entertainment	250.00
5101 Gala Dinner-Expense	30,000.00
5102 All Occasion (In Mem) -Expense	50.00
5104 Holiday Giving	1,500.00
5105 Year End Appeal	735.00
5115 Other Fundraisers	3,500.00
5200 Capital Expenditures	1,500.00
5201 Depreciation	4,825.00
TOTAL EXPENSES	2,567,318.19
NET OPERATING INCOME (DEFICIT)	(105,729.55)

COMMUNITY REACH OF MONTGOMERY COUNTY
AND
MANSFIELD KASEMAN HEALTH CLINIC, LLC

CONSOLIDATED FINANCIAL STATEMENTS
WITH

INDEPENDENT AUDITORS' REPORT

Year Ended June 30, 2024

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6903 Rockledge Drive
Suite 300
Bethesda, MD 20817
301-564-3636

RUBINO
STRENGTH IN NUMBERS

1960 Gallows Road
Suite 340
Vienna, VA 22182
703-506-9700

Independent Auditors' Report

To the Board of Directors
Community Reach of Montgomery County

Report on the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of the Community Reach of Montgomery County and subsidiary (collectively, the Organization), which comprise the consolidated statement of financial position as of June 30, 2024, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of June 30, 2024 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Consolidating Statement of Financial Position, Consolidating Statement of Activities and Consolidating Statement of Change in Net Assets on pages 21 - 23 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements.

The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Matter

Report on the Comparative Consolidated Financial Statements

The consolidated financial statements of the Organization, as of and for the year ended , were audited by other auditors, whose report dated February 22, 2024, expressed an unmodified opinion on these statements.

Bethesda, Maryland
February 25, 2025

COMMUNITY REACH OF MONTGOMERY COUNTY AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
June 30, 2024
(With Comparative Totals for 2023)

	2024	2023
Assets		
Cash and cash equivalents	$ 518,746	$ 870,735
Investments	193,709	171,604
Contributions and grants receivable	214,553	179,810
Accounts receivable	49,197	101,064
Prepaid expenses	33,346	32,273
Finance lease right of use asset	15,512	-
Operating lease right of use asset	1,881,913	94,807
Property, equipment and leasehold improvements, net	315,397	381,154
Security deposits	16,942	9,899
Total assets	$ 3,239,315	$ 1,841,346
Liabilities and net assets		
Accounts payable and accrued expenses	$ 166,040	$ 57,730
Accrued salaries and related benefits	19,749	18,442
Refundable advance	7,700	14,836
Deferred revenue	500	-
Finance lease liability	15,590	-
Operating lease liability	1,901,848	94,807
Notes payable	330,250	341,050
Total liabilities	2,441,677	526,865
Net assets		
Without donor restrictions		
Undesignated	261,168	715,292
Board designated	122,434	122,434
Total net assets without donor restrictions	383,602	837,726
With donor restrictions	414,036	476,755
Total net assets	797,638	1,314,481
Total liabilities and net assets	$ 3,239,315	$ 1,841,346

The accompanying notes are an integral part of these consolidated financial statements.

COMMUNITY REACH OF MONTGOMERY COUNTY AND SUBSIDIARY
CONSOLIDATED STATEMENT OF ACTIVITIES
June 30, 2024
(With Comparative Totals for 2023)

	2024			2023
	Without Donor Restrictions	With Donor Restrictions	Total	Total
Support and revenue				
Contributions and grants	$ 1,569,115	$ 110,748	$ 1,679,863	$ 1,420,630
Events	273,159	-	273,159	290,590
Contributed nonfinancial assets	493,166	-	493,166	1,372,840
Patient and client fees	307,541	-	307,541	243,240
Investment income, net	32,170	-	32,170	9,671
Other	19,444	-	19,444	263,936
Net assets released from donor restrictions	173,467	(173,467)	-	-
Total support and revenue	2,868,062	(62,719)	2,805,343	3,600,907
Expenses				
Program services				
Rockville Emergency Assistance	296,666	-	296,666	232,778
Senior Reach	281,213	-	281,213	240,418
Jefferson House	112,911	-	112,911	148,034
Rockland House	81,569	-	81,569	82,302
Language Outreach	241,853	-	241,853	227,924
Agnes Saenz Fund	-	-	-	1,049
Mansfield Kaseman Health Clinic	1,161,618	-	1,161,618	2,072,624
Total program services	2,175,830	-	2,175,830	3,005,129
Supporting services				
Management and general	837,626	-	837,626	523,288
Development and fundraising	308,730	-	308,730	253,573
Total supporting services	1,146,356	-	1,146,356	776,861
Total expenses	3,322,186	-	3,322,186	3,781,990
Change in net assets before other items	(454,124)	(62,719)	(516,843)	(181,083)
Other Items				
Extinguishment of debt	-	-	-	91,062
Change in net assets	(454,124)	(62,719)	(516,843)	(90,021)
Net assets, beginning of year	837,726	476,755	1,314,481	1,404,502
Net assets, end of year	$ 383,602	$ 414,036	$ 797,638	$ 1,314,481

The accompanying notes are an integral part of these consolidated financial statements.

COMMUNITY REACH OF MONTGOMERY COUNTY AND SUBSIDIARY
STATEMENT OF FUNCTIONAL EXPENSES
June 30, 2024
(With Comparative Totals for 2023)

	2024						
	Program Services						
	Rockville Emergency Assistance	Senior Reach	Jefferson House	Rockland House	Language Outreach	Mansfield Kaseman Health Clinic	Total Program Services
Salary and fringe benefits	$ 68,643	$ 63,924	$ 36,512	$ 37,396	$ 193,768	$ 464,416	$ 864,659
Clinic operations	-	-	-	-	-	304,606	304,606
Rent expense	3,319	2,494	42,654	2,494	14,494	87,454	152,909
Professional expenses	24,635	341	3,034	3,539	442	89,344	121,335
Home care services	5,485	177,737	-	10	-	-	183,232
Insurance	5,601	7,506	2,808	2,585	9,573	19,027	47,100
Emergency assistance services	127,808	-	7,036	5,417	-	-	140,261
Food and medical for residents	375	6,791	7,420	3,358	-	-	17,944
Depreciation and amortization	-	-	2,049	10,809	-	30,626	43,484
Telephone, internet and security	-	-	2,849	2,469	1,582	6,695	13,595
Small furniture and equipment	-	-	1,385	1,380	2,699	21,465	26,929
Utilities	-	-	-	1,338	-	4,673	6,011
Safe and habitable home project	-	21,424	-	261	-	-	21,685
ESL and naturalization	-	-	-	-	17,453	-	17,453
General program expenses	411	41	3,253	3,652	572	22,875	30,804
Supplies	66	-	1,685	1,928	340	4,528	8,547
Maintenance and repair	-	720	2,011	4,809	-	62,407	69,947
Travel and transportation	593	21	199	124	5	2,598	3,540
Printing	82	22	-	-	890	2,822	3,816
Fundraising events	59,648	-	-	-	-	-	59,648
Conferences and meetings, dues and memberships	-	-	-	-	35	37,496	37,531
Postage and freight	-	192	16	-	-	18	226
Interest expense	-	-	-	-	-	568	568
Total expenses	$ 296,666	$ 281,213	$ 112,911	$ 81,569	$ 241,853	$ 1,161,618	$ 2,175,830

The accompanying notes are an integral part of these consolidated financial statements.

COMMUNITY REACH OF MONTGOMERY COUNTY AND SUBSIDIARY
STATEMENT OF FUNCTIONAL EXPENSES
June 30, 2024
(With Comparative Totals for 2023)

	2024 (Continued)				2023
	Supporting Services				
	Management and General	Development and Fundraising	Total Supporting Services	Total Expenses	Total Expenses
Salary and fringe benefits	$ 356,666	$ 192,756	$ 549,422	$ 1,414,081	$1,352,175
Clinic operations	-	-	-	304,606	1,244,711
Rent expense	68,120	15,431	83,551	236,460	205,170
Professional expenses	249,371	1,253	250,624	371,959	171,437
Home care services	-	-	-	183,232	129,887
Insurance	31,394	8,128	39,522	86,622	74,107
Emergency assistance services	(1,046)	-	(1,046)	139,215	134,596
Food and medical for residents	45	-	45	17,989	13,806
Depreciation and amortization	19,489	2,784	22,273	65,757	67,242
Telephone, internet and security	14,912	609	15,521	29,116	36,544
Small furniture and equipment	22,303	1,951	24,254	51,183	53,245
Utilities	2,974	425	3,399	9,410	10,983
Bad debt expense	5,996	-	5,996	5,996	-
Safe and habitable home project	-	-	-	21,685	26,549
ESL and naturalization	-	-	-	17,453	4,089
General program expenses	8,471	-	8,471	39,275	39,484
Supplies	2,135	262	2,397	10,944	80,891
Maintenance and repair	41,525	5,673	47,198	117,145	25,350
Travel and transportation	2,066	233	2,299	5,839	9,847
Printing	6,525	398	6,923	10,739	6,422
Fundraising events	-	77,998	77,998	137,646	57,747
Conferences and meetings, dues and memberships	5,824	775	6,599	44,130	36,108
Postage and freight	196	2	198	424	1,600
Interest expense	660	52	712	1,280	-
Total expenses	$ 837,626	$ 308,730	$ 1,146,356	$ 3,322,186	$ 3,781,990

The accompanying notes are an integral part of these consolidated financial statements.

COMMUNITY REACH OF MONTGOMERY COUNTY AND SUBSIDIARY
STATEMENT OF CASH FLOWS
June 30, 2024
(With Comparative Totals for 2023)

	2024	2023
Cash flows from operating activities:		
Change in net assets	$ (516,843)	$ (90,021)
Reconciling adjustments:		
Depreciation and amortization	65,757	67,242
Realized and unrealized gain on investments	(15,932)	(5,794)
Extinguishment of debt	-	(91,062)
Amortization of finance lease right of use asset	816	-
Amortization of operating lease right of use asset	25,560	108,131
(Increase) decrease in:		
Contributions and grants receivable	(34,743)	(28,155)
Accounts receivable	51,867	(76,499)
Prepaid expenses	(1,073)	(4,972)
Deposits	(7,043)	-
Increase (decrease) in:		
Accounts payable and accrued expenses	108,310	(67,602)
Accrued salaries and related benefits	1,307	(11,793)
Refundable advance	(7,136)	(20,164)
Deferred revenue	500	-
Operating lease liability	(5,625)	(108,131)
Net cash used in operating activities	(334,278)	(328,820)
Cash flows from investing activities:		
Proceeds from sales of investments	26,843	-
Purchases of investments	(33,016)	(2,883)
Purchases of property and equipment	-	(15,302)
Net cash used in investing activities	(6,173)	(18,185)
Cash flows from financing activities:		
Payments on notes payable	(10,800)	(10,800)
Principal payments on finance lease	(738)	-
Net cash used in financing activities	(11,538)	(10,800)
Net change in cash	(351,989)	(357,805)
Cash, beginning of year	870,735	1,228,540
Cash, end of year	$ 518,746	$ 870,735
Supplemental disclosure of cash flow information		
Interest paid on notes payable	$ -	$ -
Interest paid on finance leases	$ 165	$ -

The accompanying notes are an integral part of these consolidated financial statements.

1. Organization

Community Reach of Montgomery County (REACH) (formerly Community Ministries of Rockville) seeks to improve the quality of life for the most vulnerable of Montgomery County residents by providing them with basic health and human services and advocating on their behalf, with the goal of helping them achieve and maintain self-sufficiency. Community Ministries of Rockville legally changed their name to Community Reach of Montgomery County in April of 2019.

The Mansfield Kaseman Health Clinic, LLC (the Clinic) was a program of REACH. The Clinic was incorporated as a limited liability company on April 30, 2010. The sole purpose of the Clinic is to support the charitable and other related purposes of REACH, by providing high quality primary health care services to medically undeserved members of the community.

During the year ended June 30, 2019, the Board of Directors of REACH also changed the name of the Elderly Ministries Program to the Senior Reach Program. REACH supports its mission through its direct service programs, which include the following:

- Rockville Emergency Assistance - Provides financial help for rent, utilities and medication for families and individuals in crisis.
- Senior Reach - Offers home care and home repair services for frail elderly who wish to maintain independence in their homes.
- Jefferson House - Offers permanent supportive housing for homeless men who have finished substance abuse treatment programs.
- Rockland House - Offers permanent supportive housing for homeless women.
- Language Outreach - Offers language and citizenship classes and tips for a better assimilation in the U.S. to recent immigrants.

2. Significant Accounting Policies

Principles of Consolidation

The accompanying consolidated financial statements reflect the activity of REACH and the Clinic (collectively, the Organization) as of June 30, 2024. The financial statements of the two organizations have been consolidated because they are under common control. All intercompany transactions have been eliminated during consolidation.

Comparative Financial Information

The accompanying consolidated financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the Organization’s audited consolidated financial statements for the year ended , from which the summarized information was derived.

2. Significant Accounting Policies (continued)

Basis of Accounting

The accompanying consolidated financial statements of the Organization have been prepared on the accrual basis of accounting, whereby unconditional support is recognized when received, revenue is recognized when earned and expenses are recognized when incurred.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net assets without donor restrictions: net assets available for use in general operations and not subject to donor restrictions are recorded as "net assets without donor restrictions". Assets restricted solely through the actions of the Board are referred to as Board Designated and are also reported as net assets without donor restrictions.

Net assets with donor restrictions: contributions restricted by donors are reported as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in "net assets with donor restrictions", depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Consolidated Statement of Activities and Change in Net Assets as net assets released from donor restrictions. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are recognized as revenue without donor restrictions when the assets are placed in service.

Cash and Cash Equivalents

The Organization considers all cash and other highly liquid investments with initial maturities of three months or less to be cash equivalents.

Bank deposit accounts at the Organization are insured by the Federal Deposit Insurance Corporation (FDIC) up to a limit of $250,000. In the event that bank deposits should exceed that limit, management believes the risk in these situations to be minimal.

2. Significant Accounting Policies (continued)

Investments

Investments are reported at their fair values in the statements of financial position. Net investment return/(loss) is reported in the statements of activities and consists of interest and dividend income, realized and unrealized capital gains and losses, less external and direct internal investment expenses. Investments acquired by gift are recorded at their fair value at the date of the gift. The Organization's policy is to liquidate all gifts of investments as soon as possible after the gift.

Accounts and Contributions and Grants Receivable

Accounts and contributions and grants receivable are recorded at their net realizable value, which approximates fair value. The allowances are based upon prior years' experience and management's analysis of subsequent collections. As a result of this analysis, receivable deemed to be uncollectible are written off to bad debt expense to the extent not covered by the allowance. No allowance for credit losses or doubtful accounts has been recorded at June 30, 2024. The bad debt expense for accounts receivable for the year ended June 30, 2024 totaled $5,996. No bad debt recognized in contributions and grants receivable.

Property, Equipment and Leasehold Improvements

Property, equipment and leasehold improvements in excess of $2,000 are capitalized and carried at cost. Depreciation of property and equipment is provided on the straight-line basis over the estimated useful lives of the assets, generally five years for property and equipment and three years for computers. Depreciation of the building is provided on the straight line basis over the estimated useful life of forty years. Amortization of leasehold improvements is provided on a straight-line basis over the term of the lease. The cost of maintenance and repairs is recorded as expenses are incurred. Contributed equipment and leasehold improvements are recorded at their fair value at the date of the donation.

Impairment of Long-Lived Assets

Management reviews asset carrying amounts whenever events or circumstances indicate that such carrying amounts may not be recoverable. When considered impaired, the carrying amount of the assets is reduced, by a charge to the Consolidated Statement of Activities and Change in Net Assets, to its current fair value.

Income Taxes

REACH is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been made in the accompanying consolidated financial statements. REACH is not a private foundation.

The Clinic is considered a disregarded entity by the IRS; for the purpose of corporate tax reporting, all financial transactions are reported under REACH.

2. Significant Accounting Policies (continued)

Contributed Nonfinancial Assets

Contributed nonfinancial assets consist primarily of professional services, donated medical supplies and other in-kind contributions which are recorded at the respective fair values of the goods or services received. The Organization does not sell donated gifts-in-kind. In addition to contributed nonfinancial assets, volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the consolidated financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles. Contributed goods are recorded at fair value at the date of donation.

Right-of-Use Assets and Lease Liabilities

The right-of-use assets and lease liabilities are recognized at the lease commencement date and represent the Organization's right to use an underlying asset and lease obligations for the lease term. Right-of-use assets are measured at the initial value of the lease liability plus any payments made to the lessor before the commencement of the lease term, less any lease incentives received from the lessor at or before the commencement of the lease term, plus any initial direct costs necessary to place the lease asset into service. Right-of-use assets are amortized over the shorter of the lease term or the useful life of the underlying asset using the straight-line method. The amortization period varies among the leases.

Support and Revenue

The Organization receives contributions and grants, including unconditional promises to give, from many sources. Contributions and grants are recognized in the appropriate category of net assets in the period received. The Organization performs an analysis of the individual contribution and grant to determine if the revenue streams follow the contribution rules or if they should be recorded as an exchange transaction depending upon whether the transactions are deemed reciprocal or nonreciprocal.

For contributions and grants qualifying under the contribution rules, revenue is recognized upon notification of the award and satisfaction of all conditions, if applicable. Conditional promises to give are not recognized until the conditions on which they depend are substantially met. Contributions and grants qualifying as contributions that are unconditional and have donor restrictions are recognized as "without donor restrictions" only to the extent of actual expenses incurred in compliance with the donor-imposed restrictions and satisfaction of time restrictions; such funds in excess of expenses incurred are shown as net assets with donor restrictions in the accompanying consolidated financial statements.

Contributions and grants qualifying as conditional contributions contain a right of return and a barrier. Funds received in advance of the incurrence of qualifying expenditures are recorded as a refundable advance. The Organization had approximately $7,700 in unrecognized conditional awards as of June 30, 2024.

2. Significant Accounting Policies (continued)

Support and Revenue (continued)

Revenue classified as exchange transactions are recorded at a point in time when the performance obligations are met. The Organization has elected to opt out of all (or certain) disclosures not required for nonpublic entities. Transaction price is based on cost. Amounts received in advance of satisfying performance obligations are recorded as deferred revenue.

Patient and client fees are recognized as services are provided. Transaction price is based on the applicable fee. Events revenue is recognized when the related event occurs. Amounts received in advance of satisfying performance obligations are recorded as deferred revenue.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the Consolidated Statement of Activities and Change in Net Assets. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses directly attributed to a specific functional area of the Organization are reported as direct expenses to the programmatic area and those expenses that benefit more than one function are allocated on a basis of estimated time and effort.

Risks and Uncertainties

The Organization invests in various investment securities. Investment securities are exposed to various risks such as interest rates, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the consolidated financial statements.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying consolidated financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported consolidated net assets.

3. Investments

In accordance with FASB ASC 820, Fair Value Measurement, the Organization has categorized its financial instruments, based on the priority of the inputs to the valuation technique, into a three-level fair value hierarchy.

The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to measure the financial instruments fall within different levels of hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument.

Investments recorded in the Consolidated Statement of Financial Position are categorized based on the inputs to valuation techniques as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that can be accessed at the measurement date.

Level 2 – These are investments where values are based on quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, or model-based valuation techniques that utilize inputs that are observable either directly or indirectly for substantially the full-term of the investments.

Level 3 – These are investments where inputs to the valuation methodology are unobservable and significant to the fair value measurement.

Following is a description of the valuation methodology used for investments measured at fair value. There have been no changes in the methodologies used at June 30, 2024. There were no transfers between levels in the fair value hierarchy during the year ended June 30, 2024. Transfers between levels are recorded at the end of the reporting period, if applicable.

Mutual Funds - Valued at the daily closing price as reported by the fund. Mutual funds held by the Organization are open-end mutual funds that are registered with the Securities and Exchange Commission (SEC). These funds are required to publish their daily value and to transact at that price. Mutual funds held by the Organization are deemed to be actively traded. Such securities are classified within Level 1 of the valuation hierarchy.

Exchange-Traded Products (ETPs) - Valued at the closing price reported in the active markets in which the common stocks and ETPs are traded. Such securities are classified within Level 1 of the valuation hierarchy.

3. Investments (continued)

Investments consisted of the following at June 30, 2024:

Level 1	
Mutual Funds	$ 150,757
Exchange-Traded Products (ETPs)	40,832
	191,589
Cash (at cost)	2,120
	$ 193,709

Included in investment income, net, are the following:

Interest and dividends	$ 18,053
Realized/unrealized gain on investments	15,932
Investment fees	(1,815)
Total investment income, net of investment expenses	$ 32,170

4. Property and Equipment and Leasehold Improvements

Property, equipment and leasehold improvements consisted of the following at June 30, 2024:

Furniture and equipment	$ 91,812
Leasehold improvements	235,329
Building	428,524
Total	755,665
Less: accumulated depreciation and amortization	(440,268)
Property, equipment and leasehold improvements, net	$ 315,397

Depreciation and amortization expense for the year ended June 30, 2024 was $65,757.

5. Line of Credit

The Organization has a $300,000 line of credit with a local bank. Borrowings on the line of credit bear interest at the bank's current prime rate (8.5% at June 30, 2024), plus two and six-tenths percent. As of June 30, 2024, there was no outstanding balance on the line of credit. The line of credit was closed on October 29, 2024.

6. Notes Payable

In October 2013, the Organization entered into two notes payable with Montgomery County for the purchase of Rockland property. The funding sources were split and note payable agreements were entered into with the Community Development Block Grant (CDBG) and Housing Initiative Fund (HIF) for amounts of $250,000 and $182,000, respectively, for a total of $432,000.

The HIF loan is for a term of 40 years. Annual payments to HIF are required at an amount equal to the lesser of 50% of net cash flow or $4,550. The CDBG loan agreement stipulates that the HIF balance will be paid in full before payments to CDBG are required to commence. Upon full repayment, annual payments to CDBG are required at an amount equal to the lesser of 50% of net cash flow or $6,250. Borrowings on each loan bear no interest. Although the CDBG loan requires no payment until the HIF loan is paid in full, the Organization has been able to pay both notes concurrently in the amount of $10,800 per year.

As of June 30, 2024, the outstanding principal of the notes payable were $330,250. Principal payments are due as follows:

Years ending June 30, 2025	$	4,550
2026		4,550
2027		4,550
2028		4,550
2029		4,550
Thereafter		307,500
Total	$	330,250

7. Board-Designated Net Assets

REACH's Board of Directors established a general reserve fund during 2001 in order to designate funds for unexpected cash flow shortfalls, expenses or losses without donors.

The funds are held in an investment account administered by Raymond James Investment Services, and the balance in that account at June 30, 2024 was $22,434.

The Clinic's Board of Directors established a similar reserve fund during 2015, and those funds are held in an account administered by Raymond James Investment Services. The general reserve fund had a balance of $100,000 at June 30, 2024.

8. Retirement Plan

REACH provides retirement benefits to its employees and those of the Mansfield Kaseman Health Clinic through a SIMPLE IRA plan covering all employees who earn at least $5,000 per year with one-year of eligible experience. REACH contributes a matching contribution not to exceed 3% of each participant's gross wages. Contributions to the Plan for the year ended June 30, 2024 totaled $19,355.

9. Liquidity and Availability

Financial assets available for use for general expenditures, that is, without donor or other restrictions limiting their use, within one year of the Consolidated Statement of Financial Position date at June 30, 2024 comprise the following:

Cash and cash equivalents	$ 518,746
Investments	193,709
Contributions and grants receivable	214,553
Accounts receivable	49,197
Subtotal financial assets available within one year	976,205
Less: donor restricted funds	(414,036)
Less: Board-Designated funds	(122,434)
Financial assets available to meet cash needs for general expenditures within one year	$ 439,735

The Organization has a policy to structure its financial assets to be available and liquid as its obligations become due. In addition, the Organization had a line of credit agreement (Note 5), which allows for additional available borrowings up to $300,000. The line of credit was closed on October 29, 2024. The Organization also had total Board-Designated net assets of $122,434 as of June 30, 2024 (Note 7), which may be used for unexpected cash flow shortfalls upon approval by the Board of Directors.

10. Grants and Contracts with Government Agencies

The Organization had grants and contracts with the following agencies during the year ended June 30, 2024:

Montgomery County Government: Funds administered through a grant with Montgomery Coalition for Adult English Literacy to support the Language Outreach program.

Montgomery County Department of Health and Human Services (DHHS): Montgomery Cares funds administered through a grant with Primary Care Coalition for the Mansfield Kaseman Health Clinic.

Montgomery County Council: Montgomery County Council funds to support the Rockville Emergency Assistance Program, Senior Reach, Housing and Language Outreach Programs, and the Mansfield Kaseman Health Clinic.

HUD: Funds administered by Rockville Housing Enterprises for the operation of Jefferson House and Rockland House.

City of Rockville: Funds to support the Senior Reach, Housing and Language Outreach Programs, and the Mansfield Kaseman Health Clinic.

FEMA: Funds administered by United Way's Emergency Food and Shelter Program for the REAP Program.

10. Grants and Contracts with Government Agencies (continued)

Community Development Block Grants: Funds to administer support to the Mansfield Kaseman Health Clinic.

11. Lease Commitments

REACH's lease agreement for its main office expired on February 1, 2017. REACH agreed with Montgomery County to continue on a month-to-month basis.

For the Jefferson House program, REACH entered into a lease agreement which expired on December 31, 2023. The agreement included a monthly contribution from the landlord until the expiration date. This lease was extended through December 31, 2028, and the monthly lease payment will be based on the market-based value starting in January 1, 2025 with annual increases.

The Clinic entered into a lease agreement which expired on May 31, 2024. In June 2024, the Clinic entered into a new operating office lease agreement with a lease term of ten years and four months, expiring on September 30, 2034. The lease includes rental abatements and annual increases in the base rent.

As of June 30, 2024, the remaining lease term related to the REACH and the Clinic operating lease was 54 months and 123 months, respectively. The discount rate for the REACH and the Clinic operating leases was 3.93% and 4.41%, respectively.

At June 30, 2024, future minimum lease payments were as follows:

	REACH	The Clinic	Total
Years ending June 30, 2025	$ 17,520	$ 152,904	$ 170,424
2026	18,972	208,825	227,797
2027	20,460	214,045	234,505
2028	21,984	219,397	241,381
2029 and thereafter	11,376	1,494,348	1,505,724
Total	90,312	2,289,519	2,379,831
Less: imputed interest	(7,792)	(470,191)	(477,983)
	$ 82,520	$ 1,819,328	$ 1,901,848

Lease expense totaled $201,435 for the year ended June 30, 2024. In addition, REACH received donated rent of $35,025 for its programs for the year ended June 30, 2024.

11. Lease Commitments (continued)

The Clinic also leases office equipment under the terms of finance lease. The future minimum lease payments under the finance lease are as follows:

Years ending June 30, 2025	$	3,612
2026		3,613
2027		3,613
2028		3,613
2029		2,709
Total		17,160
Less: imputed interest		(1,570)
	$	15,590

12. Contributed Nonfinancial Assets

During the year ended June 30, 2024, the Organization was the beneficiary of donated goods and services, which allow the Organization to provide greater resources toward various programs. There were no donor-imposed restrictions associated with the contributed nonfinancial assets in either year. Contributed nonfinancial assets are recorded at their fair market value as of the date of the gift.

To properly reflect total program expenses, the following donations have been included in revenue and expense for the year ended June 30, 2024.

	REACH	The Clinic	Total
Supplies and equipment	$ 21,167	$ 1,649	$ 22,816
Fundraiser donations	30,160	6,309	36,469
Holiday giving	59,034	-	59,034
Laboratory, pharmacy and medical tests	-	53,030	53,030
Administrative	5,050	6,925	11,975
Interpreters	-	34,931	34,931
Legal	45,460	-	45,460
Services	9,005	-	9,005
Health educations	9,556	2,175	11,731
Physicians	-	149,549	149,549
Social work services	24,141	-	24,141
Rent expense	35,025	-	35,025
Total contributed nonfinancial assets	$ 238,598	$ 254,568	$ 493,166

12. Contributed Nonfinancial Assets (continued)

The following programs have benefited from these donated services for the year ended June 30, 2024:

	REACH	The Clinic	Total
Rockville Emergency Assistance	$ 84,000	$ -	$ 84,000
Senior Reach	10,301	-	10,301
Jefferson House	33,839	-	33,839
Rockland House	8,169	-	8,169
Language Outreach Program	21,618	-	21,618
Mansfield Kaseman Health Clinic	-	248,259	248,259
Management and General and Fundraising	80,671	6,309	86,980
Total contributed nonfinancial assets	$ 238,598	$ 254,568	$ 493,166

13. Litigation

At June 30, 2024, outstanding claims involve flood damage restoration service allegations for services performed by a restoration company but not paid by the Organization and other two businesses. The Organization has accrued $95,000 as a contingency for the year ended June 30, 2024, reflecting a reasonable estimate of potential exposure based on legal counsel's assessment and available evidence.

14. Subsequent Events

In preparing these consolidated financial statements, the Organization has evaluated events and transactions for potential recognition or disclosure through February 25, 2025, the date the consolidated financial statements were ready to be issued.

Supplementary Information

COMMUNITY REACH OF MONTGOMERY COUNTY AND SUBSIDIARY
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
June 30, 2024

	REACH	The Clinic	Eliminations	Total
Assets				
Cash and cash equivalents	$ 118,933	$ 399,813	$ -	$ 518,746
Investments	54,120	139,589	-	193,709
Contributions and grants receivable	72,959	141,594	-	214,553
Accounts receivable	25,552	23,645	-	49,197
Due from related party	-	5,362	(5,362)	-
Prepaid expenses	19,484	13,862	-	33,346
Finance lease right of use asset	-	15,512	-	15,512
Operating lease right of use asset	81,049	1,800,864	-	1,881,913
Property, equipment and leasehold improvements, net	313,500	1,897	-	315,397
Security deposits	-	16,942	-	16,942
Total assets	$ 685,597	$ 2,559,080	$ (5,362)	$ 3,239,315
	Liabilities and net assets			
Liabilities				
Accounts payable and accrued expenses	$ 24,846	$ 141,194	$ -	$ 166,040
Accrued salaries and related benefits	14,593	5,156	-	19,749
Refundable advance	7,700	-	-	7,700
Deferred revenue	-	500	-	500
Due to related party	5,362	-	(5,362)	-
Capital lease liability	-	15,590	-	15,590
Operating lease liability	82,520	1,819,328	-	1,901,848
Notes payable	330,250	-	-	330,250
Total liabilities	465,271	1,981,768	(5,362)	2,441,677
Net assets				
Without donor restrictions				
Undesignated	117,220	143,948	-	261,168
Board designated	22,434	100,000	-	122,434
Total net assets without donor restrictions	139,654	243,948	-	383,602
With donor restrictions	80,672	333,364	-	414,036
Total net assets	220,326	577,312	-	797,638
Total liabilities and net assets	$ 685,597	$ 2,559,080	$ (5,362)	$ 3,239,315

COMMUNITY REACH OF MONTGOMERY COUNTY AND SUBSIDIARY
CONSOLIDATING STATEMENT OF ACTIVITIES
June 30, 2024

	REACH	The Clinic	Eliminations	Total
Support and revenue without donor restrictions				
Contributions and grants	$ 817,185	$ 751,930	$ -	$ 1,569,115
Events	193,039	80,120	-	273,159
Contributed nonfinancial assets	238,598	254,568	-	493,166
Patient and client fees	43,831	263,710	-	307,541
Investment income, net	13,518	18,652	-	32,170
Management fees	35,000	-	(35,000)	-
Other	17,787	11,257	(9,600)	19,444
Net assets released from donor restrictions	141,592	31,875	-	173,467
Total revenue and support without donor restrictions	1,500,550	1,412,112	(44,600)	2,868,062
Expenses				
Program services				
Rockville Emergency Assistance	306,266	-	(9,600)	296,666
Senior Reach	281,213	-	-	281,213
Jefferson House	112,911	-	-	112,911
Rockland House	81,569	-	-	81,569
Language Outreach	241,853	-	-	241,853
Mansfield Kaseman Health Clinic	-	1,181,881	(20,263)	1,161,618
Total program services	1,023,812	1,181,881	(29,863)	2,175,830
Supporting services				
Management and general	428,401	422,120	(12,895)	837,626
Development and fundraising	225,497	85,075	(1,842)	308,730
Total supporting services	653,898	507,195	(14,737)	1,146,356
Total expenses	1,677,710	1,689,076	(44,600)	3,322,186
Change in net assets without donor restrictions	(177,160)	(276,964)	-	(454,124)
Support and revenue with donor restrictions				
Contributions and grants	53,248	57,500	-	110,748
Net assets released from donor restrictions	(141,592)	(31,875)	-	(173,467)
Change in net assets with donor restrictions	(88,344)	25,625	-	(62,719)
Change in net assets	(265,504)	(251,339)	-	(516,843)
Net assets, beginning of year	485,830	828,651	-	1,314,481
Net assets, end of year	$ 220,326	$ 577,312	$ -	$ 797,638

COMMUNITY REACH OF MONTGOMERY COUNTY AND SUBSIDIARY
CONSOLIDATING STATEMENT OF CHANGE IN NET ASSETS
June 30, 2024

	REACH	The Clinic	Eliminations	Total
Net assets without donor restrictions				
Net assets at beginning of year	$ 316,814	$ 520,912	$ -	$ 837,726
Change in net assets released without donor restrictions	(177,160)	(276,964)	-	(454,124)
Net assets at end of year	$ 139,654	$ 243,948	$ -	$ 383,602
Net assets with donor restrictions				
Net assets at beginning of year	$ 169,016	$ 307,739	$ -	$ 476,755
Change in net assets released with donor restrictions	(88,344)	25,625	-	(62,719)
Net assets at end of year	$ 80,672	$ 333,364	$ -	$ 414,036

Montgomery Housing Partnership, Inc.

FY27 Community Development Block Grant (CDBG)

Montgomery Housing Partnership, Inc.

Mr. Robert A Goldman
12200 Tech Road, Suite 250
Suite 250
Silver Spring, MD 20904

grants@mhpartners.org
O: 301-812-2400

Ms. Elizabeth Louise McCall

12200 Tech Road
Suite 250
Silver Spring, MD 20904

emccall@mhpartners.org
O: 301-579-4595

Application Form

Applicant Information and Request Amount

Project Name*
Legal name of Applicant/Organization

Montgomery Housing Partnership, Inc.

Federal I.D. Number*
52-1631939

Type of Organization*
Nonprofit

501(c)(3) Status
If you are a nonprofit organization, upload an Internal Revenue Service letter granting non-profit status 501(c)(3).

MHP IRS Tax Exempt Ltr.pdf

Address*
12200 Tech Road, Suite 250, Silver Spring, MD 20904

Contact Person*
Provide a name and job title.

Elizabeth McCall

Contact Person - Telephone Number*
3015794595

Contact Person - E-mail*
grants@mhpartners.org

Project Title*
Bethany House Exterior Improvements

Amount of CDBG Funds Requested*
$75,000.00

Amount of Total Project Budget*
$135,583.20

Would you like to collaborate on this application with another person? If yes, follow the instructions below.

Once you have started a request you will see the Collaborate button at the top of the page. This can be used to invite other people to work on this request.

- From the Collaborate pop up, enter the email address of the person you would like to invite,
- Set the Permission you would like the collaborator to have, either View, Edit, or Submit.
- And lastly, include a message and select Invite.

An email will be sent to the collaborator containing your message, their username, and a link to the logon page.

After logging into the system, the collaborator will see this request under the Collaboration Requests tab of their Applicant Dashboard. Here they can select the edit form link and start collaborating on the document. The Collaborator will have access to all forms within the request that have been assigned to the original applicant.

Project Description and Need

Project Description*
Provide a *brief* summary of your project. Describe: WHAT you will do, WHO you will serve, WHY the project is needed, WHERE you will do it, and WHAT activities you will fund with CDBG. *(NOTE: More information is requested later; this space is for a brief overview of your project.)*

Montgomery Housing Partnership (MHP) requests Community Development Block Grant (CDBG) funding for exterior rehabilitation and site improvements at Bethany House, a 250-unit affordable apartment community for low- and moderate-income seniors located at 199 Rollins Avenue, Rockville, MD. Many residents are long-term Rockville community members living on fixed incomes.

This project will complete critical exterior repairs and site upgrades that enhance safety, accessibility, and livability while advancing the City's goals for neighborhood revitalization. CDBG-funded activities will include replacement of aging exterior lighting, landscaping and drainage improvements, and installation of new signage, benches, and seating areas. These capital upgrades will address deferred maintenance, activate the outdoor space by creating amenities, and create a more dignified, welcoming environment for residents and visitors to enjoy.

While interior renovations are already being supported through other funding sources, the building's exterior systems and open spaces remain in urgent need of attention. Investing in these components will strengthen curb appeal along the Rollins Avenue corridor and create much needed amenities for residents to enjoy as well as space for organizing community activities outdoors.

MHP will leverage internal reserves and capital funds to complement CDBG resources and ensure timely completion within the grant term. The improvements will preserve 250 affordable senior apartments, reduce long-term maintenance costs, and activate the outdoor space as a safe, attractive community amenity, supporting both resident well-being and Rockville's broader neighborhood vitality.

Project Need*

What unmet need(s) will your project address? How did you determine that this need exists? You must provide data that quantifies the need to receive full points for Need in the scoring criteria (e.g., number of units, physical needs assessment data, photographs).

Bethany House is home to ~250 residents, with capacity for ~350 at full lease-up. The building provides deeply affordable homes for older adults on fixed incomes who wish to age safely and independently in their community.

While interior renovations are underway, the property's exterior remains in need of repair and modernization. Existing lighting is limited, walkways are cracked, and the exterior shows visible weathering. These deficiencies increase fall risk, create dark corners around entrances, and contribute to resident concern about personal safety.

A resident meeting was held in the first month after acquisition, where concerns about building security were a major theme. Residents expressed that insufficient safety measures made them feel vulnerable in their homes. In response, MHP has begun addressing these concerns through enhanced key-card entry systems and door alarms to reduce unauthorized access. The proposed lighting, walkway, and landscape improvements will build on this feedback, furthering residents' sense of security.

According to the LexisNexis Community Crime Map (April–October 2025), the surrounding area has experienced recurring incidents, including theft (26 %), vandalism (15 %), burglary from motor vehicle (12 %), and simple assault (18 %). Crimes are most frequent during low-light hours, illustrating the need for improved exterior lighting.

The property's aging landscape and exterior also detract from the visual appeal of Rollins Avenue, which serves as a gateway to nearby transit and retail. Comparable properties offer outdoor areas that foster community interaction. By contrast, Bethany House's outdoor space is underutilized due to inadequate amenities.

This project addresses the unmet needs through repairs, efficient lighting, and revitalized landscaping, improvements that enhance accessibility, and promote neighborhood reinvestment consistent with the priorities for capital improvements and livability.

Project Need Attachments

Please compile attachments (including photos) into one pdf, doc or docx file. *If the attachments exceed the maximum file size, send them to Chuck Dunn, cdunn@rockvillemd.gov.*

Project Need Docs.pdf

Location of Project*

Where will this project be physically located? For projects, provide the address of the project; for programs, state the location from which the program will be operated. *Project activities should take place within the corporate limits of the City of Rockville.*

199 Rollins Ave, Rockville, MD 20852

Location of Project - Historic District*

Will this project be located in one of Rockville's Historic Districts? View the map of Rockville Historic Districts.

No

Service Area*

Is there a primary service area(s) for this project?

Yes

Service Area - Description

If you selected "yes" to the previous question, briefly describe the boundaries of the service area (e.g. by streets, neighborhoods, or census tracts). Answering "no" signifies that services are provided citywide without regard to location.

Bethany House serves residents within Census Tract 7009.04 in Rockville, MD, bounded by Rollins Avenue, Congressional Lane, East Jefferson Street, and Rockville Pike (MD-355). The tract's median household income ($91,136) is roughly 75 percent of Rockville's median, and 22.9 percent of residents, including over half of seniors, live below the poverty line, underscoring the need for safe, affordable senior housing.

(Source: U.S. Census Bureau, ACS 2023 5-year estimates via Census Reporter)

Service Area - Outside City of Rockville

If some people served come from outside the City of Rockville, please provide a breakdown of Rockville residents versus non-Rockville residents.

N/A

Number Served*

Estimate the total number of people or households who will directly benefit from this project.

250

Number LMI Served*

Estimate the total number of low- and moderate-income people or households who will directly benefit from this project. *See pg. 4 of the **APPLICATION INSTRUCTIONS** for the definition of "low- and moderate-income ("LMI")."*

250

Percentage LMI Served*

What percentage of the total people or households served are expected to be of low- and moderate-income. *See pg. 4 of the **APPLICATION INSTRUCTIONS** for the definition of "low- and moderate-income ("LMI")."*

100

Identify the source of your estimates*

MHP collects demographic data annually and at move-in for residents. Bethany House was acquired in July 2025 and is not included in MHP's 2024 report. The prior owner did not maintain comparable records. Current estimates are based on property management data since acquisition and will be verified through MHP's 2025 demographic update (available mid-2026). Estimate is based on 250 total units at 1.3–1.4 residents per unit typical for senior housing; current ≈250 residents, capacity up to ≈350.

Recruitment/Referral Process*

Describe how beneficiaries will be recruited or referred to the project or program.

MHP has a strong regional reputation for providing high-quality affordable housing, and many of our properties maintain active waiting lists. Bethany House currently does not have a waiting list, as several units are undergoing renovation to prepare for future lease-up. MHP anticipates that occupancy will reach full capacity as property improvements are completed.

MHP receives frequent referrals from local nonprofit and government partners seeking affordable senior housing for clients. Current and future tenants residing at Bethany House will directly benefit from the planned renovations. All future residents must meet the 62+ age requirement and qualify under applicable low-income limits. Marketing and resident selection will follow MHP's established policies and fully comply with all Affirmative Fair Housing Marketing and Equal Opportunity regulations.

Eligibility Process*

Describe how you will determine eligibility for the program and document that at least 70 percent of the housing units are occupied by LMI households or that 70 percent of the program's beneficiaries have low- or moderate-incomes, as defined by HUD.

MHP's property management partners follow a formal, compliance-based process to determine household eligibility for affordable rental housing. Applicant income and asset verification are conducted in accordance with the specific requirements of each property's funding and agreements. All applicable household members are included in the process, and re-certifications are completed only as required under each program's guidelines. These procedures ensure that income restrictions are met for each development.

Bethany House's financing and regulatory requirements ensure that more than 70 percent of occupied units are reserved for low- and moderate-income (LMI) households. Compliance is maintained through income

documentation and oversight from MHP's asset management team. Tenant income certifications completed in early 2026, as current leases renew, will verify that the property continues to meet or exceed the 70 percent LMI threshold as set forth by the loan's regulatory requirements.

Project Goals*

List the specific goals that you hope to achieve through this project; goals should be quantitative and measurable in nature. *The activity should have clearly stated goals and evaluation criteria that are specific, measurable, and realistic.*

The overarching goal of this project is to transform the exterior of Bethany House into a safe, attractive, and accessible environment that supports aging in place for low- and moderate-income seniors while enhancing the appearance of the surrounding Rollins Avenue corridor.

Specific and measurable goals include:
- Enhance safety and accessibility. Install new energy-efficient lighting, repair uneven walkways, and improve exterior visibility to reduce fall risk and increase perceived and actual safety for the building's 250 senior residents, their visitors, and the surrounding community. Success will be measured by completion of upgrades meeting ADA and local safety standards and by post-renovation resident surveys indicating increased feelings of safety.
- Improve curb appeal and neighborhood integration. Complete repairs, landscaping, and new signage to bring the property's exterior appearance in line with comparable affordable and market-rate senior communities. Measured outcomes include completion of all planned physical improvements and photographic documentation demonstrating enhanced visual quality from the street.
- Activate and beautify outdoor spaces. Develop and construct an outdoor amenity area with seating, tables, and plantings to encourage social interaction, exercise, and relaxation. Measured outcomes include installation of at least four new seating areas and landscaping upgrades.
- Promote long-term livability and resident well-being. Ensure that improvements support seniors' ability to age in place safely, comfortably, and with dignity, while contributing to neighborhood reinvestment and property value stabilization.

Collectively, these improvements will preserve 250 units of affordable senior housing, strengthen community safety and cohesion, and demonstrate visible reinvestment in a Rockville corridor consistent with the City's CDBG priorities for capital improvements and livability.

Action Plan

Quarterly Schedule: Any CDBG funds awarded should be fully expended within a 12-month period. *The activity should have a clear plan of action that is consistent with the budget and that demonstrates that the applicant has the capacity to implement the proposed plan.*

Describe the implementation plan for the project by listing a quarterly schedule of key activities / milestones and the corresponding draw down of CDBG funds in the following questions:

First Quarter - Key Activities*

List key tasks and milestones during the quarter. Write N/A, if no activities are planning during the quarter.

Host a resident meeting to gather input on outdoor safety, accessibility, and amenity preferences. Hire a qualified landscape designer to develop initial concepts that enhance visibility, mobility, and curb appeal. Define project scope and priorities in alignment with resident feedback and CDBG-eligible improvements.

Second Quarter - Key Activities*

List key tasks and milestones during the quarter. Write N/A, if no activities are planning during the quarter.

Finalize landscape and exterior design plans, incorporating safety and accessibility features. Prepare bid documents in compliance with procurement requirements. Solicit contractor bids, evaluate proposals, and select a general contractor for construction.

Third Quarter - Key Activities*

List key tasks and milestones during the quarter. Write N/A, if no activities are planning during the quarter.

Oversee construction of outdoor and exterior improvements, including lighting, walkway repairs, landscaping, and seating areas. Conduct site inspections to ensure quality, ADA compliance, and adherence to design specifications.

Fourth Quarter - Key Activities*

List key tasks and milestones during the quarter. Write N/A, if no activities are planning during the quarter.

Host a community meeting for residents to introduce new outdoor amenities. Conduct a post-completion satisfaction survey with residents and property management. Finalize close-out documentation and submit required reports to the City of Rockville.

First Quarter - $ Draw Down*

Estimate the draw down of CDBG funds in the quarter.

$3,416.80

Second Quarter - $ Draw Down*

Estimate the draw down of CDBG funds in the quarter.

$31,000.00

Third Quarter - $ Draw Down*

Estimate the draw down of CDBG funds in the quarter.

$40,583.20

Fourth Quarter - $ Draw Down*

Estimate the draw down of CDBG funds in the quarter.

$0.00

Budget and Leveraging

Project Budget Form*

1. Download the Budget Form (doc file).
2. Fill out the budget form and save it. Instructions are provided on page 1 of the packet.
3. Upload the completed form using the "upload a file" button below.

Bethany House Exterior Budget FY27.pdf

Expenditure Details*

Describe in detail types of expenditures CDBG will fund (i.e., labor, materials, etc.).

CDBG funds will be used exclusively for eligible capital improvements and related professional services at Bethany House. Expenditures will include:
- Professional services: Hiring a qualified landscape architect or designer to develop plans that enhance safety, accessibility, and aesthetics of the property's exterior and outdoor amenity spaces.
- Construction and materials: Costs associated with labor and materials for landscaping, installation of energy-efficient exterior lighting, pavement and walkway repairs, signage, seating, and related site work.
- Project management oversight: Time allocated to MHP's Real Estate Development Project Manager and Acting Director for procurement coordination, contractor oversight, and compliance with CDBG and Davis-Bacon requirements.

All costs will be documented and directly tied to the approved scope of work for exterior and site improvements.

Cost Estimate Details*

How did you determine the cost estimates included in the CDBG Project Budget Form?

Cost estimates were developed by MHP's Real Estate Development team based on comparable exterior and site-improvement projects recently completed at Forest Glen and Colonnade at the Creek. These projects included landscaping, lighting, and pavement upgrades of similar scope and quality. Because those sites involved broader redevelopment efforts and larger land areas, estimates for Bethany House were proportionally scaled to reflect a smaller footprint and more targeted improvements.

Unit costs for materials and labor were reviewed against recent contractor bids and historical data from MHP's capital projects to ensure accuracy. Final pricing will be confirmed through a competitive procurement process prior to construction.

Cost Estimate Details - Attachments

Upload any supporting documents for your cost estimates (including bids, research or past documentation for previous projects).

Davis-Bacon Labor Standards and Wages*

If you propose construction, rehabilitation, or acquisition activities, are the construction estimates incorporated into the project budget inclusive Davis-Bacon Labor Standards and Wages?

Yes

Site Ownership*

If you propose construction, rehabilitation, or acquisition activities, does your organization own the property or site?

Yes

Site Ownership or Lease Agreement

Evidence of site control.

- If yes to the previous question, provide evidence of ownership (deed and property tax records).
- If no to the previous question, provide a copy of the lease agreement and letter from the owner confirming the proposed activities are permitted and acceptable.

Land Use/Zoning*

If you propose construction, rehabilitation, or acquisition activities, does the project require a land use and/or zoning change?

Not Applicable

Land Use/Zoning - Details

If yes to the previous question, explain below.

N/A

Partial Funding*

In the past, the City has often provided partial funding for multiple projects instead of full funding for a few projects so that it could address numerous requests. Please describe, in detail, the specific changes that you will make to your project or scope of services if your project is partially funded.

If the project receives partial CDBG funding, MHP will adjust the project scope while maintaining the core goals of improving safety, accessibility, and curb appeal at Bethany House. Priority will be given to essential safety-related upgrades, including lighting, walkway, and pavement repairs. Landscaping enhancements and non-essential aesthetic features may be reduced or phased into a later stage as additional funding is secured.

MHP will actively pursue complementary funding sources, such as internal reserves, philanthropic contributions, or future grant cycles, to complete the full design intent. Regardless of award size, MHP is committed to ensuring that all CDBG-funded improvements meet high-quality standards and produce measurable benefits for residents and the surrounding community.

Prior CDBG Funding*

List any prior CDBG grants received for this project and include the following information:

- Source (Montgomery County or the City of Rockville)
- Year of the grant
- Grant amount
- Description of the activities funded

If your project has not received any CDBG funding, write in N/A.

This is the first request for CDBG funding for the Bethany House property at either the City or County level. MHP, however, has a long history of successful partnership with Montgomery County as a frequent recipient of CDBG funding for Community Life and Neighborhood Revitalization initiatives. These past projects demonstrate MHP's strong capacity to manage CDBG-funded activities in compliance with all federal and local requirements.

Leveraging*

Have you applied for funding from other sources for this project?

Yes

Leveraging Details*

- If yes to the previous question, to what entities have you applied? Indicate whether the funding is approved, pending or denied.
- If no to the previous question, why haven't you applied for other funding?

Because the Bethany House acquisition occurred recently, MHP has had limited time to pursue additional external sources; however, several requests are already in motion:

- Maryland Affordable Housing Trust (MAHT) – Application submitted (pending) to support resident services at Bethany House.
Two additional applications – In development for rehabilitation and resident services (pending).

- For acquisition and stabilization, Montgomery County's Non-Profit Preservation Fund (NPF) provided a $8,247,464 low-interest loan, secured by a Deed of Trust and Regulatory Agreement for the 250-unit Bethany House. Loan proceeds were used to refinance existing debt and fund approved preservation costs and are already being used on interior improvements to the building.

Loan documentation shows Christian Church Facilities for the Aging (CCFA) as the promisor. MHP assumed control of the board of CCFA (board resolution attached), enabling MHP to assume ownership/control and advance rehabilitation planning. This financing demonstrates MHP's ability to leverage County resources and mission-aligned partners to preserve affordability.

Requested City CDBG funds will be used solely for exterior/site capital improvements (lighting, walkways, landscaping, signage) and do not duplicate NPF uses. CDBG will complement the leveraged acquisition/preservation financing by delivering visible safety and accessibility upgrades that benefit current residents and support full lease-up.

Leveraged Funds #1

For approved funds, provide a copy of each commitment or award letter.

Leveraged Funds #2

For approved funds, provide a copy of each commitment or award letter.

Leveraged Funds #3

For approved funds, provide a copy of each commitment or award letter.

Volunteer or In-kind Contributions

If you will use volunteers or in-kind contributions for this project, please explain how:

MHP will contribute in-kind staff time from its Vice President of Real Estate and Project Manager, who will provide oversight, coordination, and quality assurance throughout the project. While no volunteer labor is planned, MHP's Real Estate and Asset Management teams will actively support implementation through resident engagement and communication efforts to ensure smooth execution and minimal disruption during construction.

Long-term Sustainability*

Explain, in detail, your long-term sustainability plan for this project. If you are proposing rehabilitation or construction activities, describe your long-term operation and maintenance plans for the project, including your plan to keep the housing affordable for LMI households (i.e., source of subsidy). If you are proposing a program, describe your plan for operating this program once CDBG funds are no longer available.

Bethany House is currently undergoing comprehensive rehabilitation. The renovation ensures the property will remain affordable to low- and moderate-income residents for at least 30 years, in compliance with federal affordability restrictions. The planned affordability mix includes 10% of units at 30% AMI, 10% at 40% AMI, 52% at 50% AMI, and 28% at 60% AMI, guaranteeing that 100% of households will be low-income.

MHP will maintain affordability and operational sustainability through a combination of long-term regulatory agreements, asset management, and reinvestment strategies. The organization maintains an internal reserve policy to fund ongoing maintenance and periodic upgrades across its portfolio. Bethany House will be incorporated into this portfolio-wide asset management schedule, which includes annual inspections, preventive maintenance plans, and capital replacement reserves funded through operating income.

The CDBG-funded exterior improvements, including exterior repairs, landscaping, lighting, and safety enhancements, were intentionally selected because they have long useful lives and modest maintenance requirements. These upgrades will immediately improve quality of life for residents and the surrounding neighborhood while requiring minimal ongoing cost.

As part of MHP's long-term vision, the acquisition also included an adjacent parcel that may support future affordable housing development. Each phase of the project will leverage a mix of LIHTC equity, public and private grants, and other financing tools to preserve and expand affordability for Rockville residents well into the future.

Key Staff and Partnerships

Key Staff Instructions: Provide the name and list of information below for each key staff person who is responsible for carrying out your program's CDBG action plan.

Name - Key Staff #1*

Alex Crosby

Project Role - Key Staff #1*

List the following information about the staff member:

- Number of years with the organization
- Percentage of time to be devoted to the project
- Job responsibilities/experience relevant to proposed project

Role: Project Manager
Years with MHP: 1 year
Time on project: ≈ 15%
Responsibilities/Experience: Oversees design, contractor procurement, and construction for Bethany House. Brings nearly a decade of experience in affordable housing finance, underwriting, and development management. Previously managed LIHTC and mixed-income projects across the Mid-Atlantic, coordinating design, budgeting, and compliance from acquisition through closeout.

Name - Key Staff #2

Alan Goldstein

Project Role - Key Staff #2

List the following information about the staff member:

- Number of years with the organization
- Percentage of time to be devoted to the project
- Job responsibilities/experience relevant to proposed project

Role: Acting Director of Real Estate
Years with MHP: 1
Time on project: ~10%
Responsibilities/Experience: Provides executive oversight of design, procurement, and construction for Bethany House. Brings deep background in LIHTC, acquisition/rehab, and public–private partnerships,

including faith-based joint ventures and large-scale preservation across the region; former investment banker for state HFAs.

Name - Key Staff #3

Stephanie Roodman

Project Role - Key Staff #3

List the following information about the staff member:

- Number of years with the organization
- Percentage of time to be devoted to the project
- Job responsibilities/experience relevant to proposed project

Role: Vice President of Real Estate
Years with MHP: 18 years (2006 – present)
Time on project: ≈ 5%
Responsibilities/Experience: Provides executive oversight and legal review for acquisitions, financing, and rehabilitation. More than 25 years of affordable-housing experience including tax-credit structuring, loan closings, and regulatory compliance.

Additional Staff

Provide a list of additional staff and their role for this project.

N/A

Partnerships*

Will you enter into a partnership with any other organization(s) to undertake this project?

Yes

Partnership Details

If “yes,” please list the organization(s) and its contribution(s).

MHP will partner with Habitat America, the property management company currently overseeing day-to-day operations at Bethany House. Habitat America plays a key role in supporting resident engagement, facilitating communication regarding planned improvements, and coordinating logistics during construction to minimize disruption for residents.

MHP will also engage a qualified landscape architect and general contractor through a competitive procurement process to design and implement the exterior improvements. These partners will collaborate closely with MHP’s Real Estate Development team to ensure that all work aligns with resident needs, accessibility standards, and CDBG requirements.

Together, these partnerships ensure professional execution, regulatory compliance, and a resident-centered approach throughout the project.

Experience and Organizational Capacity

Organization's Mission*

Describe your organization's mission and how the proposed project fits in with your organization's mission and current activities.

We are MHP serving 6,000 residents of Montgomery County and neighboring communities by providing 3,250 quality affordable homes. We are a nongovernmental entity. The organization is committed to housing people, empowering families, and strengthening neighborhoods. Since 1989, MHP's mission has been to preserve and expand access to quality, affordable housing.

We advance our mission through three key strategies:
- By acquiring, rehabilitating, building and managing quality affordable housing.
- By developing and implementing community life programs to improve the quality of life and increase opportunities for our residents.
- By collaborating with concerned citizens and businesses, public officials and community organizations to build strong, vital neighborhoods.

Bethany House, the most recent acquisition in our portfolio, exemplifies our mission by preserving affordable housing, promoting safety and dignity for residents aging in place, and enhancing the Rockville community.

Organization's Founding Date*

List the date or year your organization was established.

1989

Number of Full-time Staff*

Number of full-time paid staff in your organization.

43

Number of Part-time Staff*

Number of part-time paid staff in your organization.

51

Organizational Chart*

Provide a copy of your current Organizational Chart.

Current - Organization Chart 9.2025.pptx

New Staff*

Will a consultant(s) or contract staff be hired to help implement the project?

No

Number of NEW Full-time Staff*

Number of new staff who will be hired to work on the project, if funded.

0

Number of NEW Part-time Staff*

Number of new staff who will be hired to work on the project, if funded.

0

New Staff - Details

If "yes," please explain the services the consultant or contract staff will offer (**NOTE:** If the project is funded, any subcontracts entered into are subject to approval by the City of Rockville Department of Housing and Community Development):

N/A

County or City Funding*

Do you currently receive, or are you applying for funding through other County or City agencies?

Yes

County or City Funding - Details

If "yes," provide information on the activity, the amount, and what agency:

MHP is currently preparing an application for the City of Rockville Community Services and Enrichment (CSE) Grant to support resident services at Bethany House. This request complements proposed CDBG-funded exterior improvements.

As a long-standing partner of Montgomery County, MHP has received multiple grants, including:
-A $9,000 Placemaking Microgrant from the Silver Spring Regional Office for a public mural in Lyttonsville.
-A $158,444 Place-Based Management Grant to support Neighborhood Revitalization efforts on Long Branch Main Street.
- Variable-amount CHDO funding and Community Life grants supporting homework clubs.

We are also awaiting results on two pending County CDBG requests: FY26 for homework clubs and FY27 for Community Life summer camps.

MHP has an established record of successfully managing County grants in full compliance with all reporting and fiscal requirements.

Organization Budget*

Attach a copy of your organization's annual budget for the current year.

2025 MHP Budget.pdf

Organization Audit*

Attach a copy of the organization's most recent audit.

MHP Audit 2024.pdf

Past Performance*

Have you received CDBG funds for a project of similar activities, size, and complexity in the past? (If no, skip next 3 questions)

No

Past Performance - Project Description

If yes to the "past performance" question, which project(s) and what year(s)?

N/A

Past Performance - Project Time

If yes to the "past performance" question, did you expend CDBG funds in a timely manner?

Past Performance - Project Goals

If yes to the "past performance" question, did you meet performance goals for the project?

Past Performance - Non-CDBG Projects

If No to the "past performance" question, describe a past project of similar activities, size, and complexity where your organization used local, state, or Federal funding. Describe whether you met expenditure deadlines, performance measures, and compliance requirements, such as Davis Bacon or Section 3.

MHP has extensive experience managing County, State, and Federal funds in full compliance with reporting, expenditure, and labor standards requirements, including Davis–Bacon. Maintaining strong relationships and good standing with public agencies is central to MHP's operations, as future funding depends on timely performance and fiscal accountability.

MHP employs a Grants Manager and Advancement Associate to track drawdowns, reporting deadlines, and compliance documentation across all contracts. The organization regularly manages grants through the Maryland Department of Housing and Community Development (DHCD), Montgomery County Department of

Housing and Community Affairs (DHCA), and other government partners, consistently meeting quarterly reporting and spend-down targets.

A comparable project to Bethany House is Franklin Apartments, a 185-unit senior and disability community in Takoma Park acquired and preserved by MHP in 2022. The project involved complex financing and rehabilitation similar in size and scope to the proposed work at Bethany House. MHP successfully executed all acquisition and compliance milestones on schedule, leveraging philanthropic support from the Robert I. Schattner Foundation.

Recent public awards include:
- Maryland DHCD – SRP Grant ($250,000 2024) for Parkview Towers rehabilitation.
- Montgomery County DHCA – CHDO Contract (FY25) supporting HOME projects portfolio-wide.
- Maryland DHCD – MEEHA Grant ($484,364, 2025) for Blair Park energy upgrades.
- Enterprise Section 4 HUD Capacity Grant ($45,000, 2023) for Amherst project staffing.

All projects were implemented within contractual timelines, budgets, and regulatory requirements, reinforcing MHP's proven capacity to manage complex, federally assisted housing rehabilitation projects.

Application Certification and Signature

Application Certification*

"I certify that I have reviewed this application and that, to the best of my knowledge and belief, all of the information provided in this application is true."

In lieu of a signature, provide the name and title of an authorized representative.

Robert Goldman, President

File Attachment Summary

Applicant File Uploads

- MHP IRS Tax Exempt Ltr.pdf
- Project Need Docs.pdf
- Bethany House Exterior Budget FY27.pdf
- Current - Organization Chart 9.2025.pptx
- 2025 MHP Budget.pdf
- MHP Audit 2024.pdf

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
31 HOPKINS PLAZA
BALTIMORE, MD 21201

DEPARTMENT OF THE TREASURY

Date: MAY 24 1994

Employer Identification Number:
52-1631939
Case Number:
524130044
Contact Person:
M MCCARTHY
Contact Telephone Number:
(410) 962-7756
Our Letter Dated:
September 26, 1989
Addendum Applies:
Yes

MONTGOMERY HOUSING PARTNERSHIP INC
WHEATON PLAZA S STE 503
WHEATON, MD 20902

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Paul R. Thurrington

District Director

Enclosure:
Addendum

MONTGOMERY HOUSING PARTNERSHIP INC

Guidelines under which private foundations may rely on this determination, for gifts, grants, and contributions made after March 13, 1989, were liberalized and published in Rev. Proc. 89-23, Cumulative Bulletin 1989-1, page 844.

You are required to make available for public inspection a copy of your exemption application, and supporting documents, and this exemption letter. If you are required to file an annual information return, you are also required to make a copy of the return available for public inspection for three years after the return is due. Failure to make these documents available for public inspection may subject you to a penalty of $10 per day for each day there is a failure to comply (up to a maximum of $5,000 in the case of an annual return). See Internal Revenue Service Notice 88-120, 1988-2 C.B. 454, for additional information.

12200 Tech Road, Suite 250, Silver Spring, MD 20904-1938 | P: 301-622-2400 | F: 301-622-2800 | mhpartners.org

MHP Project Need Documentation
for City of Rockville FY27 CDBG Application

1. Property Photos 2-6
2. Current and Projected Area Median Income Unit Breakdown 7
3. LexisNexis Community Crime Map Pie Chart 8
4. Census Tract Data 9-11

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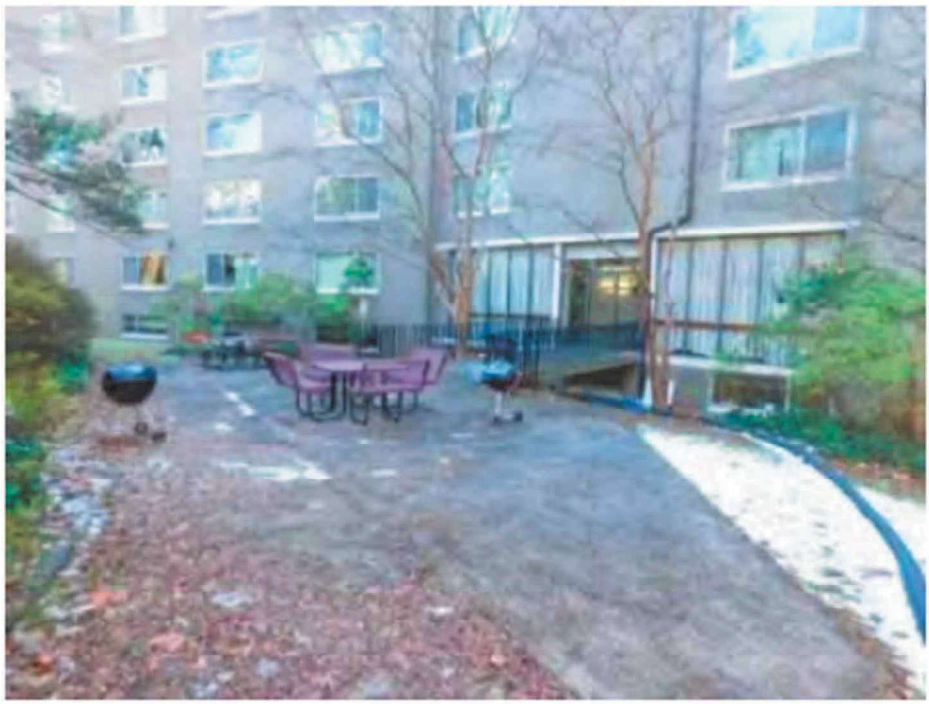
Property Photos Courtesy of Building Consultants
Physical Needs Assessment March, 2025

1 View of Building from Rollins Avenue.

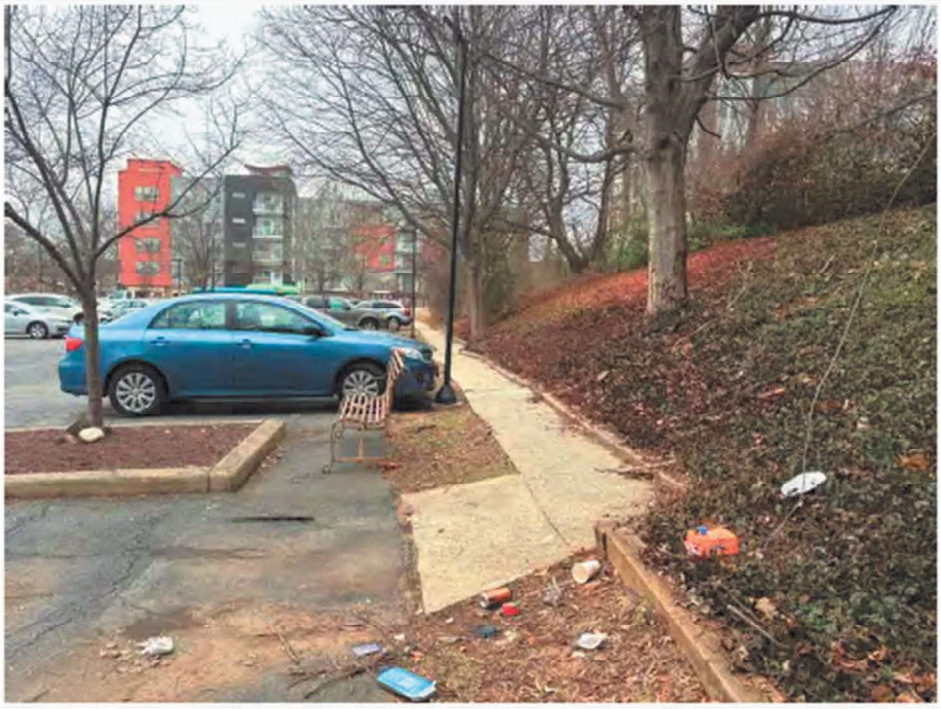
4 View of entry canopy.

8	View of patio and ramp from rear access.

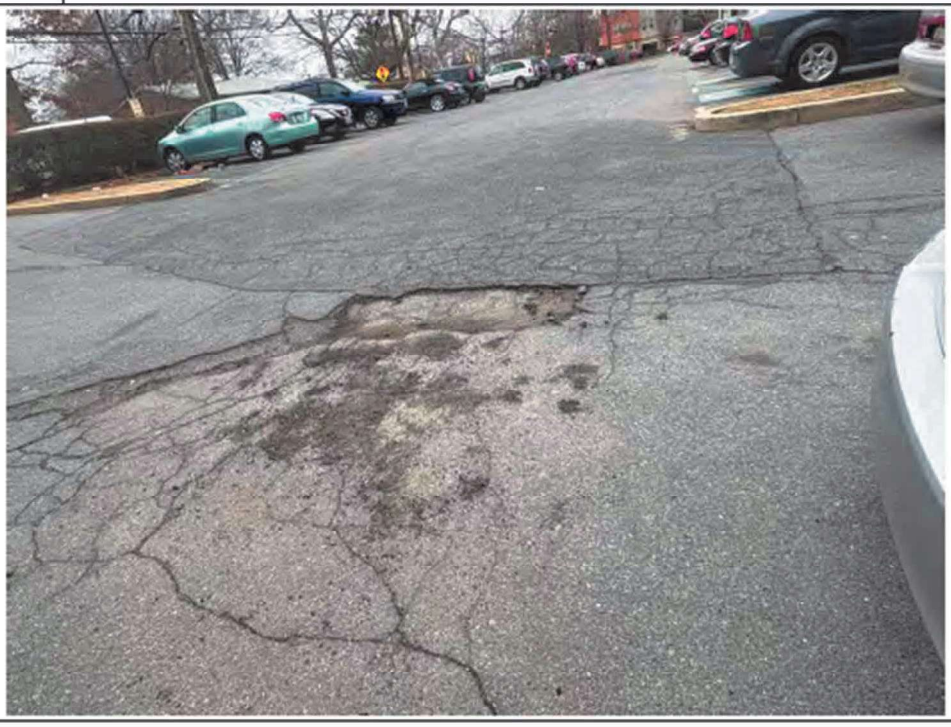


12	Areaway access to basement/retaining wall/railing.

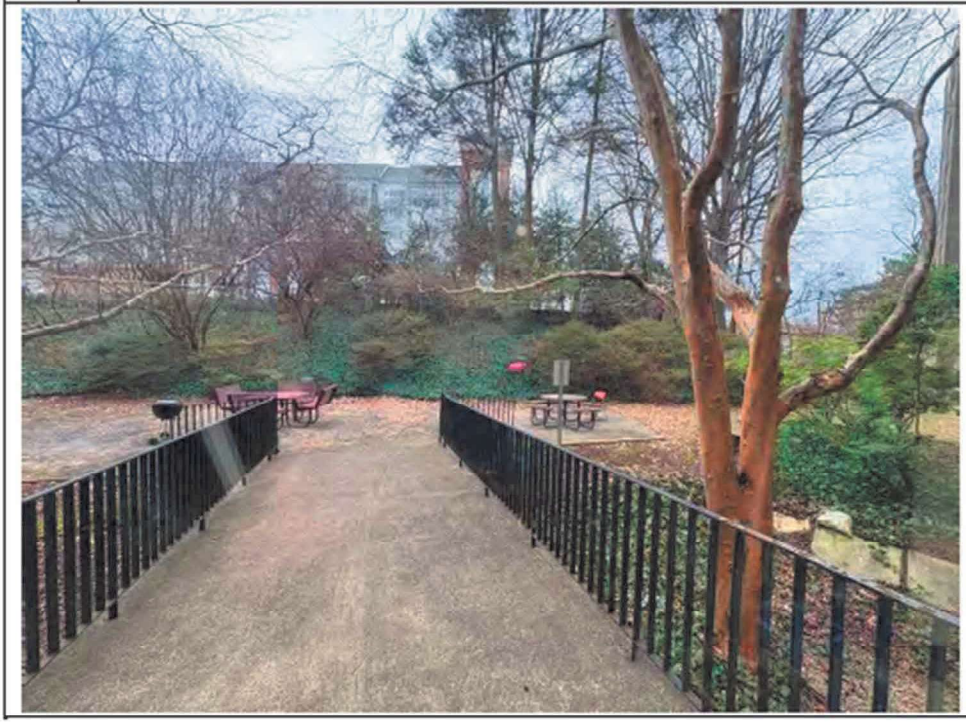
14	Concrete sidewalk along eastern side of parking lot.



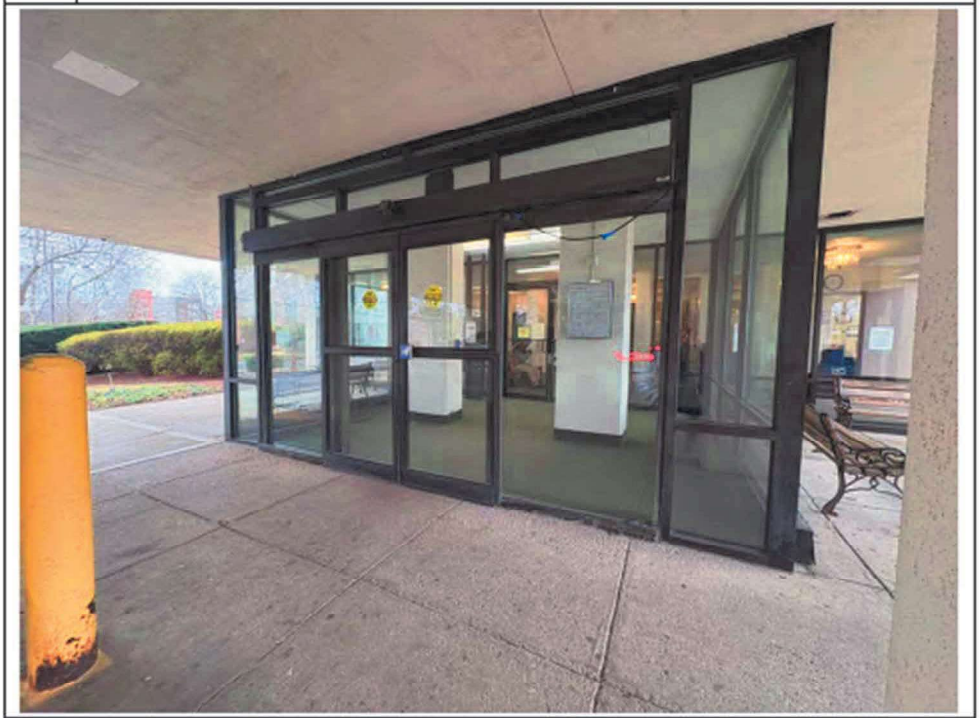
16	Cracks observed in asphalt sections throughout.



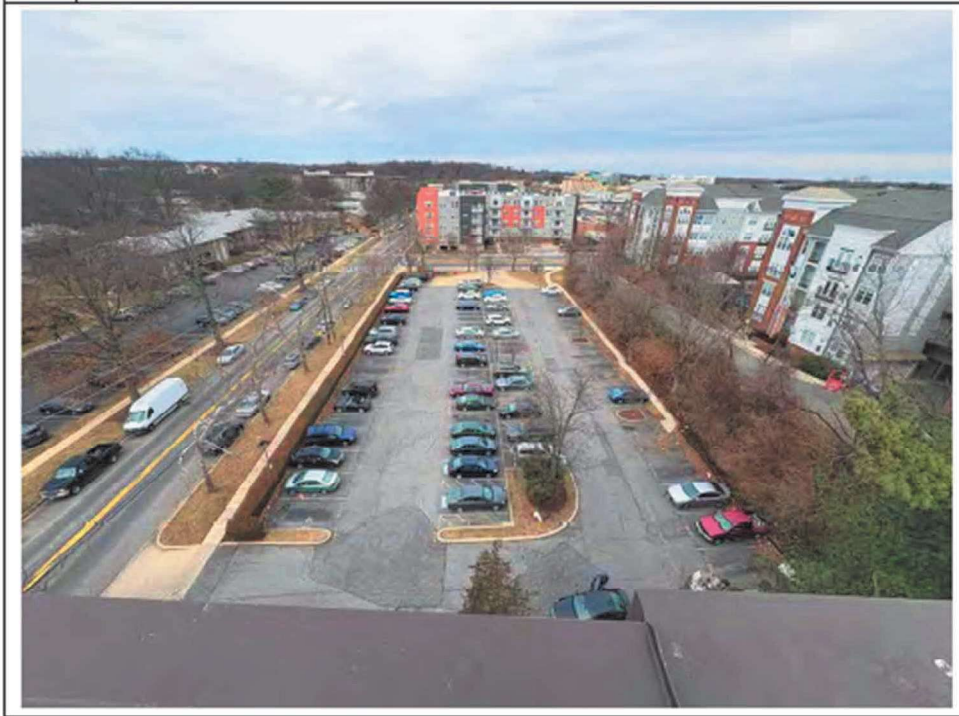
26	Ramp and amenity patio with picnic tables.



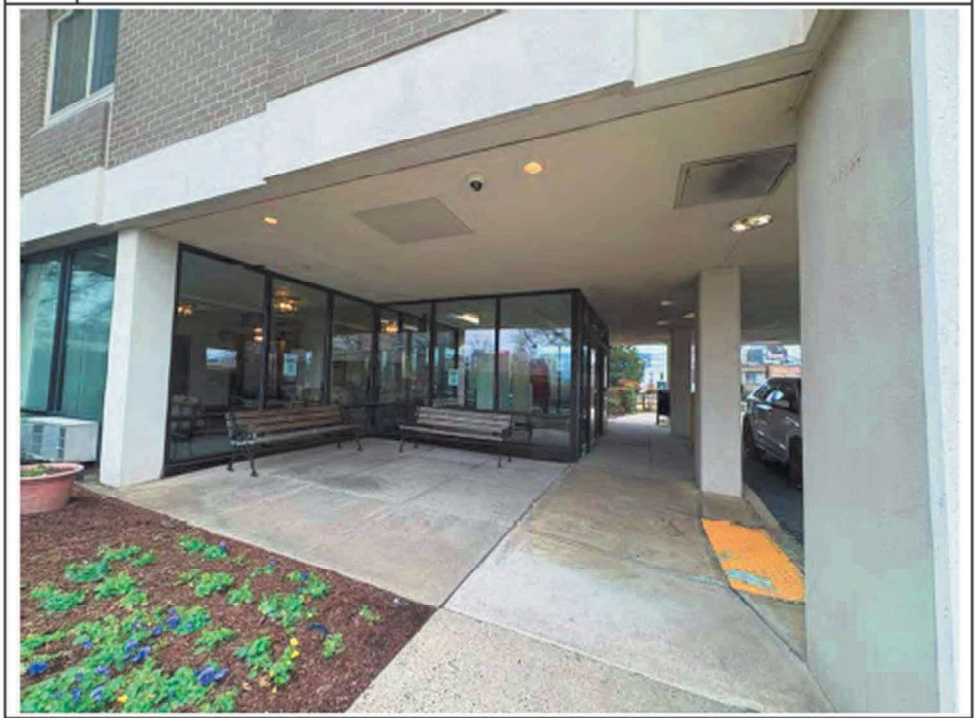
17	Storefront entrance.



13	View of north parking lot from the roof.



9	Storefront entrance with benches.



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Bethany House Units by Area Median Income

Current

In Place (Assumed based on rent prices)

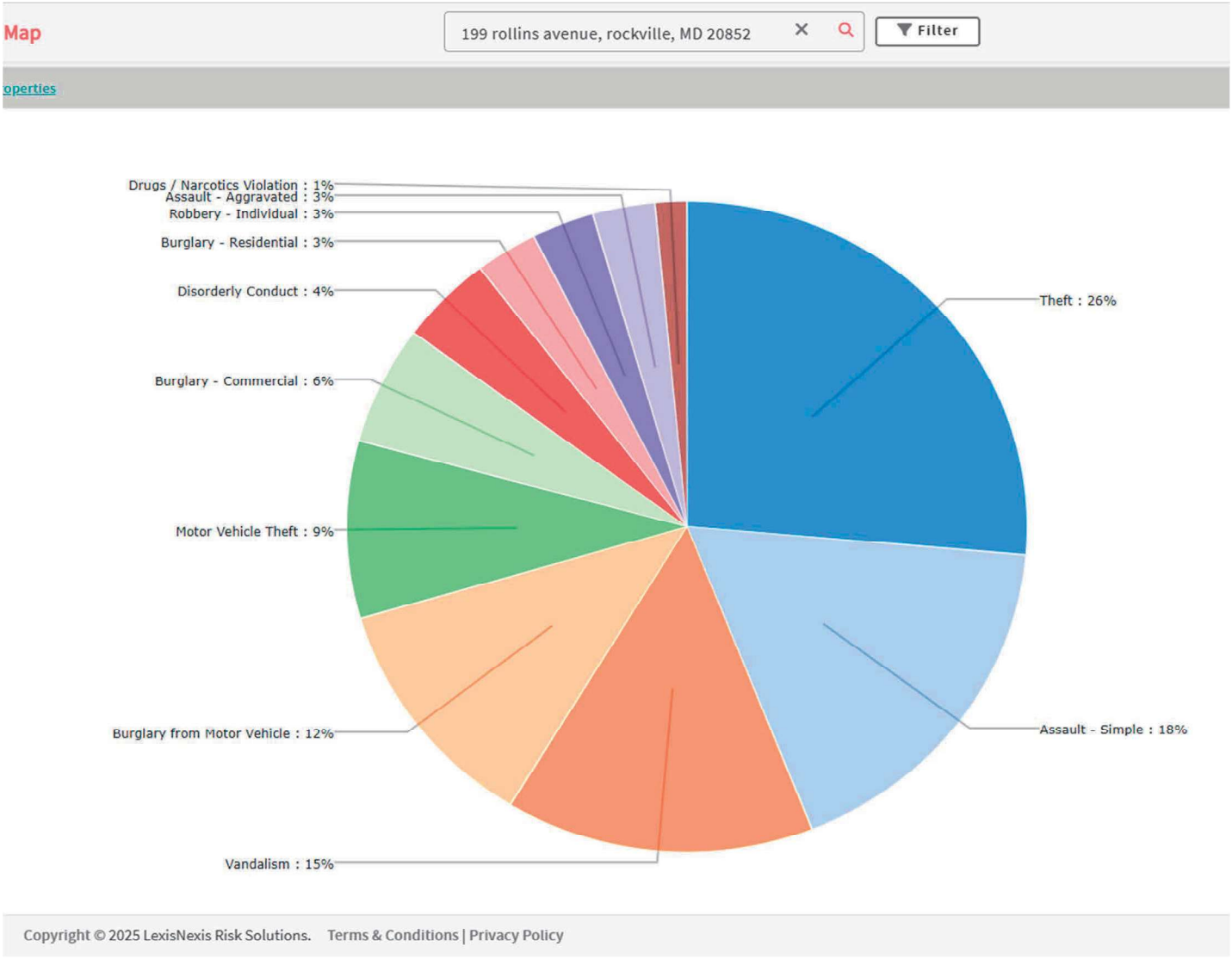
AMI	0	1	2	Total	%
30% Ami	95	27	0	122	49%
40% Ami	18	64	0	82	33%
50% Ami	0	6	1	7	3%
60% Ami	0	8	2	10	4%
Vacant	19	8	2	29	12%
Total	132	113	5	250	100%

Proposed

Affordability planned for LIHTC Renovation

AMI	0	1	2	Total	%
30% Ami	13	11	1	25	10%
40% Ami	13	11	1	25	10%
50% Ami	69	60	2	131	52%
60% Ami	37	31	1	69	28%
Total	132	113	5	250	100%

Rollins Avenue Surrounding Area Crime Pie Chart
Source: LexisNexis Community Crime Map April-October 2025



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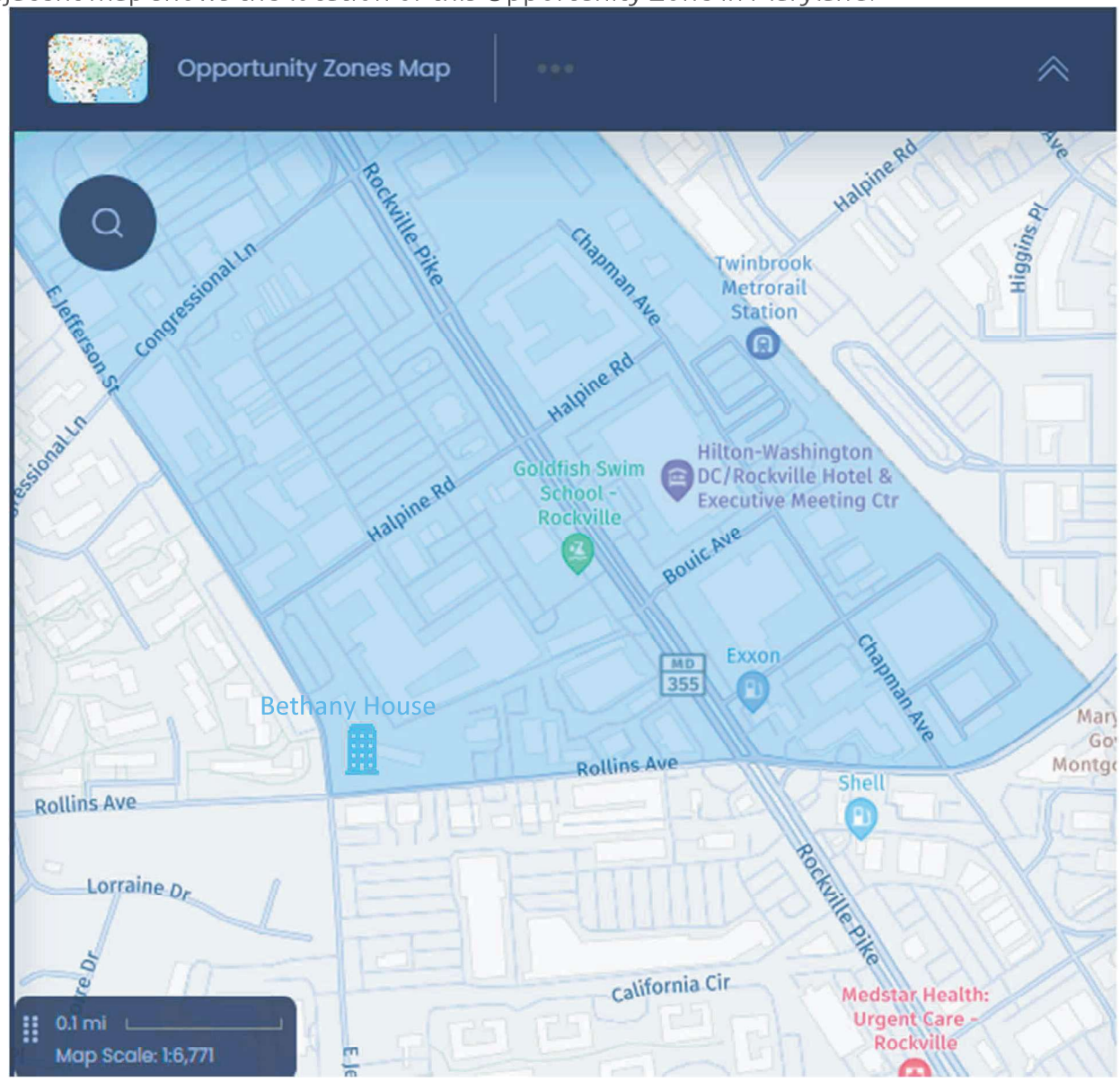
199 Rollins Avenue, Rockville, MD 20852
Census Tract # 7009.04 Source: OpportunityZones.com

Census Tract 7009.04, Rockville, Maryland
Census Tract 7009.04 is a Low-Income Community Opportunity Zone located in Rockville, Maryland . This 0.4 square mile census tract has a population of approximately 3,400 and is one of 14 Opportunity Zones in Montgomery County .
The adjacent map shows the location of this Opportunity Zone in Maryland.



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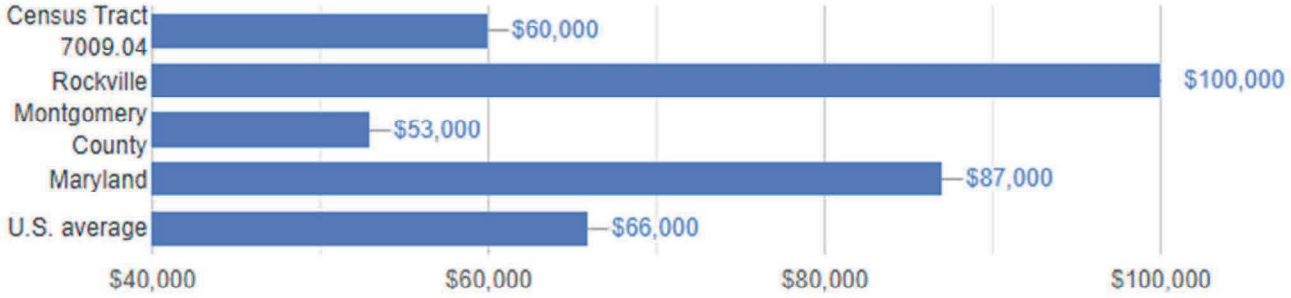
Census Tract 7009.04 Demographics

The charts below illustrate how this Opportunity Zone compares to the broader city, county, and state on various socioeconomic indicators:

Median Household Income

$60K

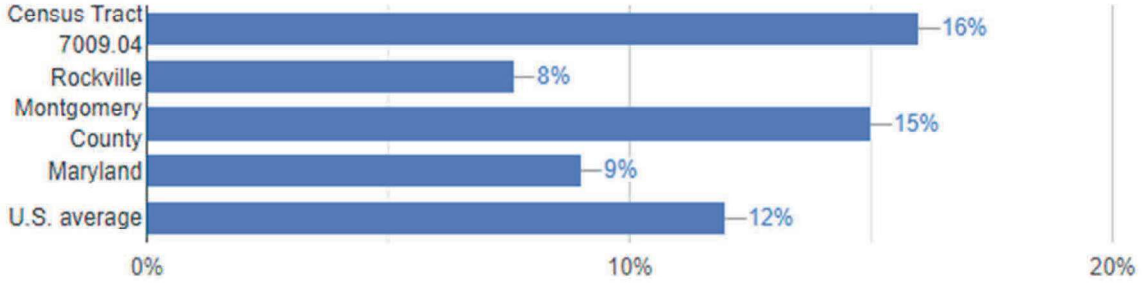
This Opportunity Zone has a **median household income** of approximately **$60,000** , which is **31% lower** than the median household income for the state of Maryland of **$87,000** .



Poverty Rate

16%

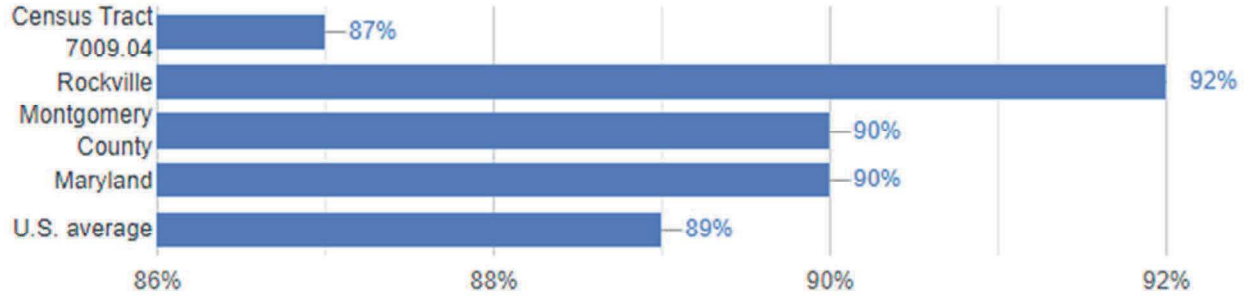
The percentage of households below the poverty line in this Opportunity Zone is **16%** , which is **7% higher** than the rate for the state of Maryland of **9%** .



Education

87%

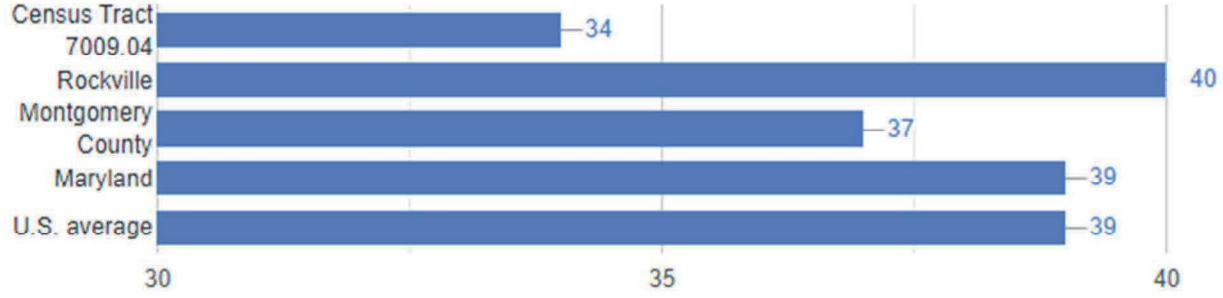
This Opportunity Zone has a **percentage of population with high school diploma** of approximately **87%** , which is **3% lower** than the rate for the state of Maryland of **90%** .



Median Age

34

This Opportunity Zone has a **median age** of approximately **34** , which is **13% lower** than the median age for the state of Maryland of **39** .



CDBG Project Budget Form

ORGANIZATION NAME: Montgomery Housing Partnership, Inc.

PROJECT NAME: Bethany House Exterior

INSTRUCTIONS

Provide the total budget of the proposed CDBG project, subdivided by activity costs.

Request only the level of CDBG funding needed to carry out the project. The grant request must be sufficient either by itself or included with other proposed funding sources to assure effective administration and completion of the proposed project within the contract period.

List the allocation of CDBG funds among project costs in the Source 1 column and the allocation of other funding sources (as well as the name and amount of the source) in the other columns.

Only complete budget line items that apply to your project. Add additional rows, if needed. If your project has more than four sources, use a second sheet budget sheet.

CDBG Project Budget Form					
Sources					
	Source 1	**Source 2**	**Source 3**	**Source 4**	**Totals**
Name of Source	**CDBG**	MHP and other sources			
Is the source firmly committed? If yes, must provide award or commitment letter		☐ Yes ☒ No	☐ Yes ☐ No	☐ Yes ☐ No	
Amount	$75,000				
Uses					
Personnel	**Source 1: CDBG**	**Source 2:**	**Source 3:**	**Source 4:**	**Total**
Project Manager $55.29 x 40 hours	$2,211.60				$2,211.60
[List job title and salary]					
[List job title and salary – add more lines if needed]					
Fringe Benefits	PM: $371.60				$371.60
Personnel Total	$2,583.20				$2,583.20
Construction/ Rehabilitation	**Source 1: CDBG**	**Source 2:**	**Source 3:**	**Source 4:**	**Total**
Acquisition					
Architectural, Planning, and Engineering	$2,416.80	$7,583.20			$10,000
Fees (permits, etc.)					
Professional Services		$3,000			$3,000
Construction/rehab					
Demolition					
Other Landscaping	$30,000	$10,000			$40,000
Other Hardscaping	$30,000	$10,000			$40,000
Other Outdoor Amenities	$10,000	$30,000			$40,000
Construction/ Rehab Total	$72,416.80	$60,583.20			$133,000

Program Operating Costs	**Source 1: CDBG**	**Source 2:**	**Source 3:**	**Source 4:**	**Total**
Supplies					
Rent/Lease					
Insurance					
Printing					
Communications (Telephone, internet, etc.)					
Travel					
Other					
Other					
Prog. Operating Total					
Project Total	$75,000	$60,583.20			$135,583.20

Robert Goldman, PRESIDENT

Kimberly Schor, Assistant to the President

ASSET MANAGMENT

- Tameka Webb
  Director of AM
- Nancy Rhyne
  Senior Asset Manager
- Alex Wonasue
  Senior Asset Manager
- Fabian Castillo Diaz III
  Construction Asset Manager
- Maya Hopkins
  Intern

REAL ESTATE

- Stephanie Roodman
  VP of Real Estate
- John Poyer
  Director of Real Estate
- Alan Goldstein
  Director of Real Estate Consultant
- Nate Robbins
  Senior Project Manager
- Kal Makonnen
  Project Manager
- Beth Seward
  Project Manager
- Alex Crosby
  Project Manager
- Devon Rogers
  Development Associate

FINANCE

- Jennifer Rudolph
  CFO
- Celine Liang
  Controller
- Samuel Wakamu
  Sr. Accountant
- Rosa Aleman
  Sr. Staff Accountant
- Joanna Perez-Zavala
  Project Accountant
- Tsion Kebede
  Project Accountant
- Yosselin Argueta
  AP/AR Specialist

COMMUNITY LIFE

- Sulema Middleton-Stewart
  VP of Community Life
- Cleydi Pacheco
  Director of Resident Services
- Estela Giron
  Director of Resident Services
- Nora Ortiz
  Program and Data Coordinator
- Emeli Oliva
  Program Manager
- Violeta Martell
  Program Manager
- Carlos Iglesias
  Senior Program Manager
- Sinergy Martel
  Program Manager
- Kidist Kassie
  Program Coordinator

ADVANCEMENT

- Eva Dillon
  VP of Advancement
- Ilana Guttin
  Communications/ Volunteer Manager
- Elizabeth McCall
  Grants Manager
- Jaimee Goodman
  Major Gifts Director
- Hatab Fadera
  Communications Associate
- Lauren Hoke
  Advancement Associate

OPERATIONS

- William Highsmith
  VP of Operations
- Kala Mitchell
  Office Administrator

NEIGHBORHOODS

- Chris Gillis
  Policy & Neighborhood Development Director
- Fatima Coreas
  Community Engagement Team Leader
- Brownette Suku
  Codhcd protalmmunity Engagement Specialist
- Paul Grenier
  Community Economic Development Specialist
- Cristina Perez
  Community & Small Business Project Manager
- Ali Khademian
  Apartment Assistance and Sustainability Program Manager

Montgomery Housing Partnership, Inc.
2025 Budget

	YE 2024 Reforecast	2025 Budget	2026 Projection	2027 Projection	2028 Projection	2029 Projection
REVENUES						
DEVELOPMENT FEES						
Development fees - Amherst Square	-	-	$ 1,200,000	$ -	$ 3,000,000	$ -
Development fees - Forest Glen 4%	1,818,062	175,000	-	-	-	-
Development fees - Forest Glen 9%	1,667,670	125,000	-	-	-	-
Development fees - 515 Thayer	-	-	-	-	-	-
Development fees - Colonnade	-	-	-	-	-	-
Development fees - Nebel Street 4%	567,226	2,581,432	665,623	-	-	-
Development fees - Nebel Street 9%	476,000	949,909	174,236	-	-	-
Development fees - North Fred. Ave	1,199,276	128,788	-	-	-	-
Development fees - Rollingwood Apartments	-	739,500	-	739,500	2,367,100	-
Development fees - Worthington Woods	1,429,736	2,626,501	751,305	-	-	-
Development fees - Other/Future Projects	-	50,000	787,500	4,287,500	500,000	5,500,000
Total development fees	$ 7,157,970	$ 7,376,130	$ 3,578,664	$ 5,027,000	$ 5,867,100	$ 5,500,000
CONTRIBUTIONS / DONATIONS						
Contributions - Individuals	630,000	700,000	$ 700,000	$ 700,000	$ 700,000	$ 700,000
Contributions - Workplace giving	5,900	2,500	-	-	-	-
Contributions - Organization	160,634	20,000	10,000	10,000	10,000	10,000
Contributions - Foundation / Grant	874,500	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Contributions - Corporate	688,000	1,000,000	1,500,000	1,500,000	1,500,000	1,500,000
In Kind Donations	20,000	20,000	30,000	30,000	30,000	30,000
Total contributions/donations	$ 2,379,035	$ 2,742,500	$ 3,240,000	$ 3,240,000	$ 3,240,000	$ 3,240,000
PROPERTY FEES						
Asset Management fees	433,990	400,000	412,000	424,000	436,000	449,000
Incentive Management fees	975,615	950,000	950,000	950,000	950,000	950,000
Community Activity Fees- Properties	402,879	350,000	360,000	370,000	381,000	392,000
Total property fees	$ 1,812,483	$ 1,700,000	$ 1,722,000	$ 1,744,000	$ 1,767,000	$ 1,791,000
CONTRACTUAL SERVICES						
Government - Contractual Services	1,317,829	1,500,000	$ 1,500,000	1,545,000	1,591,000	1,638,000
Total grants / contracts	$ 1,317,829	$ 1,500,000	$ 1,500,000	$ 1,545,000	$ 1,591,000	$ 1,638,000
OTHER SOURCES OF REVENUES						
Special Events - Golf	68,905	80,000	$ 80,000	$ 80,000	$ 80,000	$ 80,000
Interest - investment/loan income	815,751	800,000	800,000	800,000	800,000	800,000
Investment income	280,921	72,000	72,000	72,000	72,000	72,000
Miscellaneous	5	-	-	-	-	-
Forgiveness of Debt	-	-	-	-	-	-
Total other revenues	$ 1,165,582	$ 952,000	$ 952,000	$ 952,000	$ 952,000	$ 952,000
TOTAL REVENUES	$ 13,832,899	$ 14,270,630	$ 10,992,664	$ 12,508,000	$ 13,417,100	$ 13,121,000
	-					
EXPENSES						
SALARIES / BENEFITS						
Salaries Wages	$ 3,941,392	$ 5,271,000	$ 5,535,000	$ 5,702,000	$ 5,874,000	$ 6,051,000
Employee Discret. Benefits Compens.	-	11,000	12,000	13,000	14,000	15,000
Bonus (Annual)	135,500	161,000	170,000	176,000	182,000	188,000
Payroll Taxes FICA & SUTA	310,702	362,000	381,000	393,000	405,000	418,000
Employee Benefits 403B - Match	126,709	203,000	214,000	221,000	228,000	235,000
Employee Benefits- Health, dental, vision	492,114	618,000	649,000	669,000	690,000	711,000
Employee Benefits- Life, LTD, STD	66,280	59,800	63,000	65,000	67,000	70,000
Worker's Compensation	5,974	17,000	18,000	19,000	20,000	21,000
Total wages / benefits	$ 5,078,671	$ 6,702,800	$ 7,042,000	$ 7,258,000	$ 7,480,000	$ 7,709,000
COMMUNITY LIFE						
Contract Employees Wages	281,104	346,000	364,000	375,000	387,000	399,000
Payroll taxes - FICA & SUTA	24,641	26,000	28,000	29,000	30,000	31,000
Transportation	-	15,000	16,000	17,000	18,000	19,000
Food	52,642	60,000	63,000	65,000	67,000	70,000
Supplies	83,035	90,000	95,000	98,000	101,000	105,000
Contractors / Temporary help	36,850	40,000	42,000	44,000	46,000	48,000
CL Miscellaneous Events	20,080	30,000	32,000	33,000	34,000	36,000

Montgomery Housing Partnership, Inc. 2025 Budget						
	YE 2024 Reforecast	2025 Budget	2026 Projection	2027 Projection	2028 Projection	2029 Projection
Total community life expenses	$ 498,352	$ 607,000	$ 640,000	$ 661,000	$ 683,000	$ 708,000
PROGRAM COSTS						
Legal Fees	25,636	45,000	47,000	49,000	51,000	53,000
Professional Consulting Fees	344,443	428,000	441,000	455,000	469,000	484,000
Construction Administrative Services	117,105	231,000	238,000	246,000	254,000	262,000
Temporary Services / Stipends	65,318	85,000	88,000	91,000	94,000	97,000
Recruitment	126,359	75,000	78,000	81,000	84,000	87,000
Conference and Training	50,000	50,000	52,000	54,000	56,000	58,000
Meeting Expense	7,500	7,500	8,000	9,000	10,000	11,000
Parking and Mileage	5,618	6,000	7,000	8,000	9,000	10,000
Dues and Subscriptions	100,000	104,000	108,000	112,000	116,000	120,000
Fundraising Exp	67,573	105,000	74,000	77,000	80,000	83,000
Messenger + Delivery	8,130	10,000	11,000	12,000	13,000	14,000
Neighborhood Costs	540,842	831,700	857,000	883,000	910,000	938,000
Total program expenses	$ 1,458,525	$ 1,978,200	$ 2,009,000	$ 2,077,000	$ 2,146,000	$ 2,217,000
OVERHEAD EXPENSES						
Accounting/Audit Fees	100,200	128,000	132,000	136,000	141,000	146,000
IT Services and Fees	227,000	243,000	251,000	259,000	267,000	276,000
Professional Consulting Fees HR	169,098	208,000	215,000	222,000	229,000	236,000
Insurance	30,760	35,000	37,000	39,000	41,000	43,000
Duplicating, copying, printing	34,075	36,000	38,000	40,000	42,000	44,000
Postage	9,000	10,000	11,000	12,000	13,000	14,000
Supplies	34,397	36,000	38,000	40,000	42,000	44,000
Rent	253,349	280,000	289,000	298,000	307,000	317,000
Repairs and Maintenance	1,500	2,000	3,000	4,000	5,000	6,000
Telephone, Fax and Cell Phone	30,751	32,000	33,000	34,000	36,000	38,000
Bank Charges / Payroll services	36,816	39,000	41,000	43,000	45,000	47,000
Marketing & Outreach expenses	26,000	60,000	62,000	64,000	66,000	68,000
Depreciation Expense	1,827	2,000	3,000	4,000	5,000	6,000
Amortization Expense	21,581	22,000	23,000	24,000	25,000	26,000
Miscellaneous & Employee Goodwill	40,000	50,000	52,000	54,000	56,000	58,000
Total overhead expenses	$ 1,016,355	$ 1,183,000	$ 1,228,000	$ 1,273,000	$ 1,320,000	$ 1,369,000
OTHER EXPENSES						
Interest Expense	576,378	650,000	650,000	650,000	650,000	650,000
Total other	$ 576,378	$ 650,000	$ 650,000	$ 650,000	$ 650,000	$ 650,000
TOTAL EXPENSES	$ 8,628,281	$ 11,121,000	$ 11,569,000	$ 11,919,000	$ 12,279,000	$ 12,653,000
Net of Revenues to Expenses	**$ 5,204,618**	**$ 3,149,630**	**$ (576,336)**	**$ 589,000**	**$ 1,138,100**	**$ 468,000**

Montgomery Housing Partnership, Inc. 2025 Budget						
	YE 2024 Reforecast	2025 Budget	2026 Projection	2027 Projection	2028 Projection	2029 Projection
	-					
CASH FLOW ADJUSTMENTS						
DEVELOPER FEES						
Cash Payments	1,616,612	5,118,847	4,534,030	2,553,396	527,340	513,198
Accrual Reversal	(5,133,187)	(6,586,630)	(2,791,164)	-	-	-
Total developer fee cash adjustments	$ (3,516,575)	$ (1,467,783)	$ 1,742,866	$ 2,553,396	$ 527,340	$ 513,198
LINE OF CREDIT DRAWS						
Advances	-	2,500,000	-	-	-	-
Repayments	(500,000)	-	-	-	-	-
Total intercompany cash adjustments	$ (500,000)	$ 2,500,000	$ -	$ -	$ -	$ -
INTERCOMPANY ADVANCES/LOANS						
Repayments	3,522,907	2,145,000	-	-	-	-
Entity Loans/Advances	(5,223,617)	(5,000,000)	-	-	-	-
Entity Loan Interest Accrual	(381,762)	(600,000)	(800,000)	(800,000)	(800,000)	(800,000)
Total intercompany cash adjustments	$ (2,082,472)	$ (3,455,000)	$ (800,000)	$ (800,000)	$ (800,000)	$ (800,000)
OPERATING CASH ADJUSTMENTS						
Depreciation/Amortization	16,808	-	-	-	-	-
Prepaids	(18,894)	-	-	-	-	-
AR - Grants	(141,712)	-	-	-	-	-
AR - Property Fees	564,365	-	-	-	-	-
AR - Other	129,505	-	-	-	-	-
Accrued Interest	58,579	-	-	-	-	-
Accounts Payable	293,337	-	-	-	-	-
Deferred Revenue	-	-	-	-	-	-
TOTAL ADJUSTMENTS	$ 901,989	$ -	$ -	$ -	$ -	$ -
Total Cash Affect from Operating Activities	**$ 7,560**	**$ 726,847**	**$ 366,530**	**$ 2,342,396**	**$ 865,440**	**$ 181,198**

Montgomery Housing Partnership, Inc.
and Its Subsidiaries and Affiliates

Consolidated Financial Statements
(With Supplementary Information)
and Independent Auditor's Report

December 31, 2024

CohnReznick

Montgomery Housing Partnership, Inc. and
Its Subsidiaries and Affiliates

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Independent Auditor's Report

To the Board of Directors
Montgomery Housing Partnership, Inc. and its Subsidiaries and Affiliates

Opinion

We have audited the consolidated financial statements of Montgomery Housing Partnership, Inc. and its Subsidiaries and Affiliates, which comprise the consolidated statement of financial position as of December 31, 2024, and the related consolidated statements of activities, functional expenses, changes in net assets, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Montgomery Housing Partnership, Inc. and its Subsidiaries and Affiliates as of December 31, 2024, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of Montgomery Housing Partnership, Inc. and its Subsidiaries and Affiliates, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Montgomery Housing Partnership, Inc. and its Subsidiaries and Affiliates' ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Montgomery Housing Partnership, Inc. and its Subsidiaries and Affiliates' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Montgomery Housing Partnership, Inc. and its Subsidiaries and Affiliates' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information as of December 31, 2024, of the consolidating statements of financial position, consolidating statements of activities and consolidating statement of changes in net assets is presented for purposes of additional analysis, rather than to present the financial position, net assets, and cash flows of the individual companies, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the 2024 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements for the year ended December 31, 2024, as a whole.

The NeighborWorks America Capital Grant Funds schedule is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

We also have previously audited, in accordance with auditing standards generally accepted in the United States of America, the statement of financial position of Montgomery Housing Partnership, Inc. and its Subsidiaries and Affiliates as of December 31, 2023, and related consolidated statements of activities, functional expenses, changes in net assets and cash flows for the year then ended (not presented herein), and we expressed an unmodified opinion on those consolidated financial statements with a report date of January 8, 2025. That audit was conducted for purposes of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information related to the 2023 consolidated financial statements on pages 41 to 48 is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to underlying accounting and other records used to prepare the 2023 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of those consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the 2023 supplementary information related to the 2023 consolidated financial statements on pages 41 to 48 is fairly stated in all material respects in relation to the basic consolidated financial statements from which it has been derived.

CohnReznick LLP

Bethesda, Maryland
August 5, 2025

Montgomery Housing Partnership, Inc. and Its Subsidiaries and Affiliates

Consolidated Statement of Financial Position
December 31, 2024

Assets

Current assets	
Cash and cash equivalents	$ 30,113,375
Short-term investments	756,932
Accounts receivable	
Residents	1,111,892
Grants	975,112
Other	1,646,630
Mortgage escrow deposits for taxes and insurance	1,216,135
Prepaid expenses	1,289,393
Development-in-progress - MPDU resale initiative	276,548
Total current assets	37,386,017
Property and equipment	
Land	80,791,752
Buildings	389,682,090
Furniture and equipment	8,899,787
	479,373,629
Less accumulated depreciation	104,401,629
Total property and equipment	374,972,000
Other assets	
Restricted project reserves	23,823,442
Funded residents' security deposits	1,642,866
Investment in partnership	841,325
Deposits	235,101
Tax credit fees, net of accumulated amortization of $185,754	582,493
Other assets, net of accumulated amortization of $251,388	2,363,151
Long-term investments	120,190
Right-of-use asset, net	1,684,405
Development-in-progress	120,719,092
Total other assets	152,012,065
Total assets	$ 564,370,082

Montgomery Housing Partnership, Inc. and Its Subsidiaries and Affiliates

Consolidated Statement of Financial Position
December 31, 2024

Liabilities and Net Assets

Current liabilities	
Secured notes payable - current maturities	$ 19,040,310
Unsecured notes payable - current maturities	4,966,727
Accounts payable and accrued expenses	3,995,617
Accounts payable - construction	23,764,456
Accrued interest payable	4,464,762
Prepaid rents	433,073
Lease liabilities - current	257,060
Total current liabilities	56,922,005
Other liabilities	
Residents' security deposits	1,573,494
Total other liabilities	1,573,494
Long-term liabilities	
Accrued interest payable	4,460,769
Deferred revenue	1,130,679
Deferred development fee revenue	536,261
Other liabilities	722,437
Lease liability	1,427,345
Secured notes payable, net	465,459,744
Unsecured notes payable, net	6,126,916
Total long-term liabilities	479,864,151
Commitments and contingencies	-
Net assets	
Net assets without donor restrictions	505,326
Net assets with donor restrictions	1,351,096
Noncontrolling interest	
Net assets without donor restrictions	24,154,010
Total net assets	26,010,432
Total liabilities and net assets	$ 564,370,082

See Notes to Consolidated Financial Statements.

Montgomery Housing Partnership, Inc. and Its Subsidiaries and Affiliates

Consolidated Statement of Activities
Year Ended December 31, 2024

Change in net assets without donor restrictions		
Revenue		
Rental revenue - net	$	40,084,566
Grants		3,261,517
Cash contributions		948,123
Development fee income		7,179,795
Interest and dividend income		1,111,534
Special events		57,792
Other income		936,101
		53,579,428
Satisfaction of program restrictions		1,645,139
Total revenue without donor restrictions		55,224,567
Expenses		
Program services		
Properties in management		53,999,491
Community life program development and management		2,620,441
Other program development and management		2,094,722
Supporting services		
Management and general		3,563,574
Fundraising		928,753
Lobbying		3,268
Total expenses		63,210,249
Excess of expenses over revenue - consolidated net assets without donor restrictions		(7,985,682)
Changes in net assets with donor restrictions		
Grants		858,000
Release of program restrictions		(1,645,139)
Excess of expenses over revenue - consolidated net assets with donor restrictions		(787,139)
Total excess of expenses over revenue		(8,772,821)
Excess of expenses over revenue attributable to noncontrolling interest		(8,645,183)
Excess of expenses over revenue attributable to controlling interest	$	(127,638)

See Notes to Consolidated Financial Statements.

Montgomery Housing Partnership, Inc. and Its Subsidiaries and Affiliates

Consolidated Statement of Functional Expenses
Year Ended December 31, 2024

	Program services				Supporting services			
	Properties in management	Community life program development and management	Other program development and management	Total	Management and general	Fundraising	Lobbying	Grand total
Administration	$ 4,873,087	$ 67,009	$ 152,089	$ 5,092,185	$ 424,430	$ 102,943	$ 276	$ 5,619,834
Salaries and benefits	1,199,425	1,422,923	1,612,278	4,234,626	2,128,922	444,546	2,992	6,811,086
Rent expense	-	62,454	70,781	133,235	81,167	19,508	-	233,910
Other	-	1,044,949	1,438	1,046,387	1,352	8,352	-	1,056,091
Professional services	-	4,796	204,448	209,244	395,357	251,575	-	856,176
Fundraising events	-	-	-	-	-	93,235	-	93,235
Utilities	4,085,045	-	1,162	4,086,207	-	-	-	4,086,207
Operating and maintenance	9,324,307	1,309	1,483	9,327,099	1,701	409	-	9,329,209
Taxes	1,493,429	-	-	1,493,429	-	-	-	1,493,429
Insurance	1,559,006	9,569	10,845	1,579,420	12,435	2,989	-	1,594,844
Interest	15,901,510	-	31,775	15,933,285	508,551	2,875	-	16,444,711
Other financial expenses	2,665,459	-	-	2,665,459	-	-	-	2,665,459
Management fees	1,202,852	-	-	1,202,852	-	-	-	1,202,852
Depreciation and amortization	11,695,371	7,432	8,423	11,711,226	9,659	2,321	-	11,723,206
Total	$ 53,999,491	$ 2,620,441	$ 2,094,722	$ 58,714,654	$ 3,563,574	$ 928,753	$ 3,268	$ 63,210,249

See Notes to Consolidated Financial Statements.

Montgomery Housing Partnership, Inc. and Its Subsidiaries and Affiliates

Consolidated Statement of Changes in Net Assets
Year Ended December 31, 2024

	Net assets without donor restrictions			Net assets with donor restrictions	Net assets
	Controlling	Noncontrolling	Total	Controlling	Total
Beginning balance, January 1, 2024	$ (154,175)	$ 14,183,814	$ 14,029,639	$ 2,138,235	$ 16,167,874
Capital contributions from noncontrolling interests	-	18,851,023	18,851,023	-	18,851,023
Distributions to noncontrolling interests	-	(37,342)	(37,342)	-	(37,342)
Syndication costs	-	(198,302)	(198,302)	-	(198,302)
Excess of expenses over revenue attributable to noncontrolling interests	-	(8,645,183)	(8,645,183)	-	(8,645,183)
Excess of revenue over expenses (expenses over revenue) attributable to the Organization	659,501	-	659,501	(787,139)	(127,638)
Ending balance, December 31, 2024	$ 505,326	$ 24,154,010	$ 24,659,336	$ 1,351,096	$ 26,010,432

See Notes to Consolidated Financial Statements.

Montgomery Housing Partnership, Inc. and Its Subsidiaries and Affiliates

Consolidated Statement of Cash Flows
Year Ended December 31, 2024

Cash flows from operating activities	
Change in net assets	$ (8,772,821)
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation and amortization	11,723,206
Amortization of debt issuance costs	1,467,211
Loss on fair value of interest rate cap and swap	1,085,099
Changes in assets and liabilities	
Decrease in residents' accounts receivable	124,294
Increase in accounts receivable - grants	(491,401)
Decrease in accounts receivable - other	796,886
Decrease in deposits	645,433
Increase in prepaid expenses	(117,098)
Increase in accounts payable and accrued expenses	1,792,398
Increase in accrued interest	2,135,400
Increase in prepaid rents	29,172
Decrease in deferred rent revenue	(162,350)
Increase in residents' security deposits liability	25,491
Net cash provided by operating activities	10,280,920
Cash flows from investing activities	
Acquisition of property and equipment	(102,795,231)
Net deposits to restricted project reserves	(2,710,378)
Change in investments	(6,246)
Net withdrawals from mortgage escrow reserves	141,774
Contribution to partnership	(88,820)
Cash paid for other assets	(250,946)
Net cash used in investing activities	(105,709,847)

Montgomery Housing Partnership, Inc. and Its Subsidiaries and Affiliates

Consolidated Statement of Cash Flows
Year Ended December 31, 2024

Cash flows from financing activities	
Contributions from noncontrolling interest	18,851,023
Distributions to noncontrolling interest	(37,342)
Payments of secured notes payable	(44,389,811)
Proceeds from secured notes payable	122,937,838
Payments of unsecured notes payable	(500,000)
Syndication costs paid	(198,302)
Debt issuance costs paid	(1,969,493)
Net cash provided by financing activities	94,693,913
Net decrease in cash, cash equivalents, and restricted cash	(735,014)
Cash, cash equivalents, and restricted cash, beginning	42,925,655
Cash, cash equivalents, and restricted cash, end	$ 42,190,641
Supplemental disclosure of cash flow information	
Cash paid for interest, net of capitalized interest	$ 12,842,100
Supplemental schedule of noncash investing and financing activities	
Development-in-progress included in accounts payable - construction	$ (2,400,625)
Development-in-progress included in deferred developer fee revenue	$ (536,261)
Fixed asset additions included in accounts payable	$ 184,381
Write-off of accumulated amortization	$ 34,553

See Notes to Consolidated Financial Statements.

Note 1 - Organization and nature of operations

Montgomery Housing Partnership, Inc. ("MHP") was incorporated as a nonstock and not-for-profit organization on January 6, 1989 under the laws of the State of Maryland for the purpose of providing, sponsoring, facilitating or promoting the acquisition, development or preservation of affordable housing, promoting and supporting the revitalization of distressed neighborhoods, lessening neighborhood tensions and working toward the elimination of prejudice and discrimination in communities in Montgomery County, Maryland and, more recently, in adjacent communities. MHP derives its revenue primarily from grants, contributions, fundraising events, development fees, and asset and incentive management fees and operates in Silver Spring, Maryland.

MHP Town Centre, Inc. ("Town Centre") was incorporated as a nonstock and not-for-profit organization on October 21, 1992 under the laws of the State of Maryland for the purpose of acquiring, rehabilitating and operating a 74-unit low- and moderate-income, multi-family residential rental property located in Rockville, Maryland and operating under the name of Beall's Grant Apartments. MHP is the not-for-profit sponsor organization of Town Centre. On January 27, 2017, the rental property owned by Town Centre was sold to Beall's Grant Apartments LLC, in a common control transaction.

MHP DRHC, Inc. ("Dring's Reach") was incorporated as a nonstock and not-for-profit organization on November 12, 2002 under the laws of the State of Maryland for the purpose of operating a 105-unit low- and moderate-income, multi-family residential rental property located in Silver Spring, Maryland and operating under the name of Dring's Reach Apartments. MHP is the not-for-profit sponsor organization of Dring's Reach. The rental property was transferred to MHP DRHC, Inc. on November 21, 2002 from MHP, who had previously owned and operated the project.

MHP Scattered Site, Inc. ("Scattered Site") was incorporated as a nonstock and not-for-profit organization on September 14, 1992 under the laws of the State of Maryland for the purpose of acquiring and operating scattered site residential properties located in Montgomery County, Maryland for rental to low- and moderate-income households or to not-for-profit organizations serving persons with physical, mental or other disabilities. Scattered Site owns 103 individual homes purchased under Montgomery County, Maryland's moderately-priced dwelling unit ("MPDU") program. Under Montgomery County's MPDU program, Scattered Site may purchase a small number of these below-market priced units and rent them to lower-income families. Scattered Site entered a program in 2003 to include units purchased throughout Montgomery County, Maryland under the MPDU resale initiative. Scattered Site purchases vacant homes, rehabilitates and sells them to homeowners to help revitalize the neighborhoods. Scattered Site has also purchased and rehabilitated 6 small apartment buildings totaling 119 units in the Sligo Creek/Long Branch areas and leased them to low-income tenants. The buildings and number of units are: Browning Apartments, 16 units; Bradford Apartments, 6 units; Glenville Apartments, 31 units; Silver Spring/Nolte Apartments, 19 units; Hancock Gardens Apartments, 25 units; and Amherst Gardens Apartments, 22 units. MHP is the not-for-profit sponsor organization for Scattered Site.

MHP Edinburgh House, Inc. ("Edinburgh House, Inc.") was incorporated as a nonstock and not-for-profit organization on October 28, 1994 under the laws of the State of Maryland for the purpose of acquiring, rehabilitating and operating a 45-unit low- and moderate-income, multi-family residential rental property located in Takoma Park, Maryland and operating under the name of Edinburgh House, Inc. MHP is the not-for-profit sponsor organization of Edinburgh House, Inc. On May 25, 2011, the property was transferred to an affiliate of MHP, MHP Edinburgh House LP, for the

purpose of obtaining Section 42 tax credits, investment of limited partner and rehabilitation of the project.

MHP Landing's Edge, Inc. ("Landing's Edge") was incorporated as a nonstock and not-for-profit organization on August 21, 1997 under the laws of the State of Maryland for the purpose of acquiring, rehabilitating and operating a 125-unit low- and moderate-income, multi-family residential rental property located in Wheaton, Maryland and operating under the name of Amherst Square Apartments. MHP is the not-for-profit sponsor organization of Landing's Edge.

MHP Beall's, Inc. ("Beall's Grant") was incorporated as a nonstock and not-for-profit organization on November 17, 2005 under the laws of the State of Maryland for the purpose of acquiring, constructing and operating low- and moderate-income, multi-family residential rental property located in Rockville, Maryland.

MHP Flower-Maple, LLC ("Flower Maple") was formed as a limited liability company under the Revised Uniform Company Act of the State of Maryland on March 16, 2007 as a single-member company for the purpose of acquiring, owning, managing, renovating and operating a 21-unit low- and moderate-income, multi-family residential rental property located in Takoma Park, Maryland.

MHP Parkview Towers, Inc. was incorporated as a nonstock and not-for-profit organization on September 25, 2012 under the laws of the State of Maryland for the purpose of acquiring, constructing and operating low- and moderate-income, multi-family residential rental property located in Silver Spring, Maryland.

MHP Parkview Towers, LLC ("Parkview Towers") was formed as a limited liability company under Title 4a of the Corporations and Associations Article of the Annotated Code of Maryland on November 10, 2010 as a single-member company for the purpose of acquiring, owning, managing, renovating and operating a low- and moderate-income, multi-family residential 125-unit rental property located in Takoma Park, Maryland. On February 28, 2013, the property was transferred to an affiliate of MHP, MHP Parkview Towers, LP, for the purpose of obtaining Section 42 tax credits, investment of limited partner and rehabilitation of the project.

MHP MPDU Rental, Inc. ("MPDU Rental") was incorporated as a nonstock and not-for-profit organization on December 31, 2010 under the laws of the State of Maryland for the purpose of acquiring, owning, operating and selling low- and moderate-income scattered site residential properties located in Montgomery County, Maryland. In prior years, MPDU Rental acquired two single-family homes located in Olney, Maryland, a single-family home located in Gaithersburg, Maryland, six single-family homes located in Silver Spring, Maryland, seven single-family homes located in Clarksburg, Maryland, a single-family home located in North Potomac, Maryland, and a single family home located in Germantown, Maryland. On April 29, 2019, MPDU Rental acquired a townhome located in Olney, Maryland.

MHP 610-614 SSA, LLC ("Silver Spring Avenue") was formed as a limited liability company under Title 4a of the Corporations and Associations Article of the Annotated Code of Maryland on December 7, 2011 as a single-member company for the purpose of acquiring, rehabilitating and operating a 15-unit low- and moderate-income, multi-family residential rental property located in Silver Spring, Maryland and is currently operating under the name Silver Spring Avenue Apartments.

MHP North Frederick Avenue, LLC ("North Frederick Avenue") was formed as a limited liability company under the laws of the State of Maryland on October 10, 2012, for the purpose of acquiring, owning, managing and operating multi-family residential rental properties in Gaithersburg, Maryland. In a prior year, the Company acquired a 33-unit multi-family rental housing project at 439North Frederick Avenue. On October 15, 2013, the Company acquired a 45-unit multi-family rental housing project at 425 North Frederick Avenue. On September 29, 2023, the rental property was sold to MHP North Frederick Owner LLC, an entity under common control of MHP.

MHP Forest Glen, LLC ("Forest Glen") was formed as a limited liability company under the laws of the State of Maryland on June 1, 2016, to acquire, rehabilitate and operate 72 units of rental housing, located in Silver Spring, Maryland. The project consists of 36 units of low-income housing and 36 units of market rent housing, and is currently operating under the name Forest Glen Apartments. On June 1, 2016, the property was purchased from an unrelated third party. On January 19, 2023, the rental property was sold to MHP Forest Glen 4 LP and MHP Forest Glen 9 LP which are entities under common control of MHP.

MHP Hillwood Manor, LLC ("Hillwood Manor") was formed as a limited liability company under the laws of the State of Maryland on June 1, 2016, to acquire, rehabilitate and operate 96 units of rental housing, located in Silver Spring, Maryland. The project consists of 48 units of low-income housing and 47 units of market rent housing, and is currently operating under the name Hillwood Manor Apartments. On December 30, 2021, the rental property was sold to MHP Colonnade LLC, an entity under common control of MHP.

Great Hope Homes 2001, L.P. ("Great Hope Homes") was formed as a limited partnership under the laws of the State of Maryland on May 22, 2001 for the purpose of acquiring, owning, developing, constructing and/or rehabilitating, leasing, managing and operating a 104-unit multi-family rental housing project located in Silver Spring, Maryland and operating under the name of Great Hope Homes Apartments. On September 30, 2017, MHP purchased the limited partner interest from the unrelated limited partner and owns 100% of the partnership interest.

Greenwood Terrace Apartments, L.P. ("Greenwood Terrace") was formed as a limited partnership under the laws of the State of Maryland on September 20, 2001 for the purpose of acquiring, owning, developing, constructing and/or rehabilitating, leasing, managing and operating a 50-unit multi-family rental housing project located in Silver Spring, Maryland and operating under the name of Greenwood Terrace Apartments. On October 1, 2019, MHP purchased the limited partner interest from the unrelated limited partner and owns 100% of the partnership interest.

MHP Worthington Woods LLC ("MHP Worthington Woods") was formed as a limited liability company on May 20, 2019 under the laws of the State of Maryland for the purpose of acquiring, owning, renovating and operating a 395-unit multi-family residential rental housing project located in Washington, District of Columbia and operating under the name Worthington Woods Apartments. MHP is the sole member of the company and owns 100% company interest. On June 22, 2023, the rental property was sold to MHP WW Apartments LLC, an entity under common control of MHP.

MHP Crescent Park Village LLC ("MHP Crescent Park") was formed as a limited liability company on August 5, 2020, under the laws of the State of Maryland for the purpose of acquiring, owning, renovating and operating a 110-unit multi-family residential rental housing project located in Washington, District of Columbia under the name Crescent Park Village. MHP is the sole member of the company and owns 100% company interest.

MHP Franklin LLC ("MHP Franklin") was formed as a limited liability company on March 30, 2022, under the laws of the State of Maryland for the purpose of acquiring, constructing, rehabilitating and operating a multi-family residential rental property (the "project"). The project consists of 185 units in a midrise building located in Takoma Park, Maryland, and is currently operating under the name Franklin Apartments. MHP is the sole member of the company and owns 100% company interest.

Rollingwood Venture LP ("Rollingwood") was formed as a limited partnership on December 20, 2022, under the laws of the State of Maryland for the purpose of acquiring, owning, and operating a multi-family rental apartment projected located in Silver Spring, Maryland under the name The Rollingwood Apartments.

Blair Park Apartments, L.P. ("Blair Park") was formed as a limited partnership under the laws of the State of Maryland on September 25, 2001 for the purpose of acquiring, owning, developing, constructing and/or rehabilitating, leasing, managing and operating a 52-unit multi-family rental housing project located in Silver Spring, Maryland and operating under the name of Blair Park Apartments. On December 31, 2022, MHP purchased the limited partner interest from the unrelated limited partner and owns 100% of the partnership interest.

MHP TPP, LLC ("Takoma Park Preservation") was formed as a limited liability company under the Revised Uniform Company Act of the State of Maryland on May 2, 2006 for the purpose of acquiring, owning, managing, improving, developing, renovating and operating low- and moderate-income, multi-family residential rental properties located in Montgomery County, Maryland. The operating names and number of units are: Crossroads Flower, two buildings with a total of 27 units; Merrimac Gardens, one building with 20 units; and Sligo View Apartments, one building with 28 units, which were purchased May 12, 2006, July 31, 2006, and September 28, 2006, respectively. MHP Takoma, Inc., an affiliate of MHP, owns .01% as the managing member and an unrelated limited member owns 99.99% of the company interest.

Town Centre, Dring's Reach, Scattered Site, Edinburgh House, Inc., Landing's Edge, Beall's Grant, Flower Maple, Parkview Towers, MHP Parkview Towers, Inc., MPDU Rental, Silver Spring Avenue, North Frederick Avenue, Forest Glen, Hillwood Manor, Great Hope Homes, Greenwood Terrace, MHP Worthington Woods, MHP Crescent Park, MHP Franklin, Rollingwood, Blair Park and Takoma Park Preservation are collectively known as the "Subsidiaries".

Pembridge Square Apartments, L.P. ("Pembridge Square") was formed as a limited partnership under the laws of the State of Maryland on August 8, 2003 for the purpose of acquiring, owning, rehabilitating, leasing and operating a 133-unit multi-family rental housing project located in Wheaton, Maryland and operating under the name of Pembridge Square Apartments. MHP Pembridge, Inc., an affiliate of MHP, owns .01% as the general partner and an unrelated limited partner owns 99.99% of the partnership interest.

MHP Maple Towers, LLC ("Maple Towers") was formed as a limited liability company under Title 4a of the Corporations and Associations Article of the Annotated Code of Maryland on November 24, 2008 for the purpose of acquiring, owning, managing, renovating and operating a low- and moderate-income, multi-family residential rental property located in Montgomery County, Maryland. On December 5, 2008, Maple Towers acquired a 35-unit multi-family rental housing project located in Takoma Park, Maryland. On June 17, 2010, the Company admitted an unrelated limited member who owns 99.99% of the company interest. MHP Maple Towers, Inc., an affiliate of MHP, owns .01% as the managing member.

MHP Edinburgh House LP ("Edinburgh House LP") was formed as a limited partnership under the laws of the State of Maryland on May 1, 2011, to acquire, rehabilitate and operate 45 units of rental housing, located in Takoma Park, Maryland. The project consists of 39 units of low-income housing and 6 units of market rent housing, and is currently operating under the name Edinburgh House Apartments. MHP EDH, Inc., an affiliate of MHP, owns .01% as the general partner and an unrelated limited partner owns 99.99% of the partnership interest.

MHP Halpine LP ("Halpine Hamlet") was formed as a limited partnership under the laws of the State of Maryland on August 4, 2011 to acquire, rehabilitate and operate 67 units of rental housing, located in Rockville, MD. The project consists of 50 low-income housing and 17 market rent housing, and is currently operating under the name Halpine Hamlet Apartments. MHP Halpine, Inc., an affiliate of MHP, owns .01% as the general partner and an unrelated limited partner owns 99.99% of the partnership interest.

MHP Parkview Towers, LP ("Parkview Towers LP") was formed as a limited partnership on September 21, 2012 under the laws of the State of Maryland to acquire, rehabilitate and operate 125 units of rental housing located in Takoma Park, Maryland. The project consists of 105 units of low-income housing and 20 units of middle-income housing and is operating under the name of Parkview Towers. The property was purchased on February 28, 2013. MHP Parkview Towers, Inc., an affiliate of MHP, owns .01% as the general partner and an unrelated limited partner owns 99.99% of the partnership interest.

Beall's Grant Apartments LLC ("Beall's Grant Apartments LLC") was formed as a limited liability company on August 24, 2016 under the Revised Uniform Company Act of the State of Maryland to acquire, own, develop, rehabilitate, lease and operate 74 units of rental housing located in Rockville, Maryland. The project consists of 51 units of low-income housing and 23 market rate units and is operating under the name of Beall's Grant Apartments. The property was purchased on January 27, 2017. BGA MM LLC, an affiliate of MHP, owns .01% as the managing member and an unrelated investor member owns 99.99% of the company interest.

Silver Spring Library Residences LP ("Silver Spring Library Residences LP") was formed as a limited partnership under the laws of the State of Maryland on July 16, 2012, for the purpose of constructing and operating a rental housing project under Section 221(d)(4) of the National Housing Act as regulated by the U.S. Department of Housing and Urban Development ("HUD"). The project consists of 149 units with 6,282 square feet of retail space located in Silver Spring, Maryland and is currently operating under the name of The Bonifant. The property was purchased on November 29, 2018. Silver Spring Library Residences GP, LLC, an affiliate of MHP, owns .01% as the general partner and an unrelated limited partner owns 99.99% of the partnership interest.

MHP Parkview Manor LLC ("Parkview Manor LLC") was formed as a limited liability company on April 10, 2017, under the Revised Uniform Company Act of the State of Maryland for the purpose of acquiring, constructing, rehabilitating, and operating a rental housing project. The project consists of 53 units in four buildings located in Hyattsville, Maryland, and is currently operating under the name Parkview Manor Apartments. On May 31, 2018, the operating agreement was amended and restated to admit Enterprise Housing Partners XXIX Limited Partnership, the Investor Member. MHP Art LLC, an affiliate of MHP, owns .01% as the managing member and an unrelated investor member owns 99.99% of the company interest.

515 Thayer LLC (the "515 Thayer") was formed as a limited liability company on October 21, 2020 under the Revised Uniform Company Act of the State of Maryland for the purpose of acquiring, constructing, rehabilitating, and operating a rental housing project. The project consists of 55 units

in one building located in Silver Spring, Maryland, and is currently operating under the name 515 Thayer. On February 1, 2021, the operating agreement was amended and restated to admit Enterprise Housing Partners XXXI Limited Partnership and Enterprise Housing Partnership XXXIII Limited Partnership, the Investor Member. The Managing Member is 515 Thayer MM LLC and has an ownership percentage of 0.01%.

MHP Colonnade LLC (the "MHP Colonnade") was formed as a limited liability company on May 21, 2021 under the Revised Uniform Company Act of the State of Maryland for the purpose of acquiring, constructing, rehabilitating, and operating a rental housing project. The project consists of 96 units in 15 buildings located in Takoma Park, Maryland, and is currently operating under the name MHP Colonnade. On February 1, 2022, the operating agreement was amended and restated to admit Enterprise Housing Partners XXXIII Limited Partnership, the Investor Member. The Managing Member is MHP Colonnade MM LLC and has an ownership percentage of 0.01%.

MHP North Frederick Owner LLC (the "North Frederick Owner ") was formed as a limited liability company on February 1, 2023 under the Revised Uniform Company Act of the State of Maryland for the purpose of acquiring, owning, managing, rehabilitating and operating a rental housing project. The project consists of 78 units in 7 buildings located in Gaithersburg, Maryland, and is currently operating under the names 439 North Frederick Avenue Apartments and 425 North Frederick Avenue Apartments. On September 29, 2023, the operating agreement was amended and restated to admit The Banc of America Housing Fund XVII Limited Partnership, LLLP, the Investor Member. The Managing Member is MHP North Frederick MM LLC and has an ownership percentage of 0.01%.

MHP WW Apartments LLC (the "WW Apartments") was formed as a limited liability company on February 14, 2023, under the Revised Uniform Company Act of the State of Maryland for the purpose of acquiring, owning, and operating a rental housing project. The project consists of 395 units in 49 buildings located in Washington, District of Columbia, and is currently operating under the name Worthington Woods Apartments. On June 22, 2023, the operating agreement was amended and restated to admit PNC Bank, National Association, the Investment Member. The Managing Member is Worthington Woods MM, LLC, and has an ownership percentage of 0.01%.

MHP Forest Glen 4 LP (the "Forest Glen 4 ") was formed as a limited liability company on August 5, 2022, under the Revised Uniform Company Act of the State of Maryland for the purpose of acquiring, owning, managing, rehabilitating and operating a rental housing project. The project consists of 136 units and is located in Silver Spring, Maryland, and is currently operating under the name The Residences at Forest Glen. On January 19, 2023, the operating agreement was amended and restated to admit Enterprise Housing Partners XXXVII Limited Partnership, the Investor Member. The Managing Member is MHP Forest Glen 4 GP LLC and has an ownership percentage of 0.01%.

MHP Forest Glen 9 LP (the "Forest Glen 9") was formed as a limited liability company on August 5, 2022, under the Revised Uniform Company Act of the State of Maryland for the purpose of acquiring, owning, managing, rehabilitating and operating a rental housing project. The project consists of 53 units and is located in Silver Spring, Maryland, and is currently operating under the name The Residences at Forest Glen. On January 19, 2023, the operating agreement was amended and restated to admit Enterprise Housing Partners XXXVII Limited Partnership, the Investor Member. The Managing Member is MHP Forest Glen 9 GP LLC and has an ownership percentage of 0.01%.

MHP Nebel 4 LLC (the "Nebel 4") was formed as a limited liability company on May 12, 2023, under the Revised Uniform Company Act of the State of Maryland for the purpose of acquiring, constructing, rehabilitating, developing, repairing, improving, maintaining, operating, leasing, and operating a rental housing project. The project consists of 135 units and is located in Rockville, Maryland, and is currently operating under the name Nebel Street Apartments 4. On August 28, 2024, the operating agreement was amended and restated to admit TCC Nebel Street 4, LLC, the Investor Member. The Managing Member is MHP Nebel 4 MM LLC and has an ownership percentage of 0.01%.

MHP Nebel 9 LLC (the "Nebel 9") was formed as a limited liability company on May 12, 2023, under the Revised Uniform Company Act of the State of Maryland for the purpose of acquiring, constructing, rehabilitating, developing, repairing, improving, maintaining, operating, leasing, and operating a rental housing project. The project consists of 28 units and is located in Rockville, Maryland, and is currently operating under the name Nebel Street Apartments 9. On August 28, 2024, the operating agreement was amended and restated to admit TCC Nebel Street 9, LLC, the Investor Member. The Managing Member is MHP Nebel 9 MM LLC and has an ownership percentage of 0.01%.

Pembridge Square, Maple Towers, Edinburgh House LP, Halpine Hamlet, Parkview Towers LP, Beall's Grant Apartments LLC, Silver Spring Library Residences LP, Parkview Manor LLC, 515 Thayer, MHP Colonnade, North Frederick Owner, WW Apartments, Forest Glen 4, Forest Glen 9, Nebel 4 and Nebel 9 are collectively known as the "Affiliates".

MHP and its Subsidiaries and Affiliates are collectively known as the "Organization".

MHP's Affiliates have qualified for and have been allocated low-income housing tax credits ("LIHTC") pursuant to Internal Revenue Code Section 42 ("Section 42") which regulates the use of the projects as to occupant eligibility and unit gross rent, among other requirements. The Affiliates must meet the provisions of these regulations during each of 15 consecutive years in order to remain qualified to receive the credits.

Note 2 - Significant accounting policies

Principles of consolidation

The consolidated financial statements include the accounts of MHP, its Subsidiaries and Affiliates, and certain related entities.

The Financial Accounting Standards Board ("FASB") issued guidance on determining whether a general partner, or the general partners as a group, controls a limited partnership or similar entity when the limited partners have certain rights. The guidance amended and replaced the previous requirements, which provides guidance on accounting for investments in real estate ventures. The FASB guidance establishes the presumption that the general partner or managing member in a real estate venture controls that entity regardless of the extent of the general partner or managing member ownership interest in the entity. The presumption of control can be overcome if the limited partner(s) or member(s) have either (i) "kick-out rights" - the substantive ability to dissolve or liquidate the entity or otherwise remove the general partner or managing member "without cause" or (ii) "substantive participating rights" - the ability to effectively participate in significant decisions made in the ordinary course of the entity's business. If the presumption of control cannot be overcome, then the general partner or managing member is required to consolidate the entity. The Organization determined that the presumption of control for the entities in which MHP is the sole general partner or managing member had not been overcome and as a result MHP is required to

consolidate the financial statements of the Affiliates. All significant inter-company balances and transactions between members of the Organization have been eliminated in consolidation.

Financial statement presentation
The Organization is required to report information regarding its financial position and activities according to two classes of net assets: net assets with donor restrictions and net assets without donor restrictions. Furthermore, information is required to segregate program service expenses from support expenses.

In addition, the Organization records contributions received as with donor restrictions or without donor restrictions depending on the existence and/or nature of any donor restrictions.

Use of estimates
The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Income taxes
MHP and its Subsidiaries (except Flower Maple, Parkview Towers, Silver Spring Avenue, North Frederick Avenue, Forest Glen, Hillwood Manor, Great Hope Homes, Greenwood Terrace, MHP Worthington Woods, MHP Crescent Park, Rollingwood, Takoma Park Preservation, Blair Park and MHP Franklin) have applied for and received a determination letter from the Internal Revenue Service ("IRS") to be treated as a tax-exempt entity pursuant to Section 501(c)(3) of the Internal Revenue Code and did not have any unrelated business income for the year ended December 31, 2024. Due to its tax-exempt status, the Organization is not subject to income taxes. The Organization is required to file and does file tax returns with the IRS and other taxing authorities. Management has analyzed the tax positions taken by the Organization and has concluded that, as of December 31, 2024, there are no uncertain tax positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. Accordingly, these consolidated financial statements do not reflect a provision for income taxes and the Organization has no other tax positions which must be considered for disclosure. Income tax returns filed by the Affiliates are subject to examination by the IRS for a period of three years. While no income tax returns are currently being examined by the IRS tax years since 2021 remain open.

Flower Maple, Parkview Towers, Silver Spring Avenue, North Frederick Avenue, Forest Glen, Hillwood Manor, MHP Worthington Woods, MHP Crescent Park, Takoma Park Preservation and MHP Franklin LLC are single-member limited liability companies which are not recognized for federal income tax purposes.

The Affiliates have elected to be treated as pass-through entities for income tax purposes and, as such, are not subject to income taxes. Rather, all items of taxable income, deductions and tax credits are passed through to and are reported by their owners or members on their respective income tax returns. Each Affiliate's federal tax status as a pass-through entity is based on their legal status as a partnership or limited liability company. Accordingly, the Affiliates are not required to take any tax positions in order to qualify as pass-through entities. The Affiliates are required to file and do file tax returns with the IRS and other taxing authorities. Accordingly, these consolidated financial statements do not reflect a provision for income taxes and the Affiliates have no other tax positions which must be considered for disclosure. Income tax returns filed by the Affiliates are

subject to examination by the IRS for a period of three years. While no income tax returns are currently being examined by the IRS, tax years since 2021 remain open.

In accordance with accounting standards for income taxes, a deferred tax asset or liability is determined based on the difference between the financial statement and tax basis of assets and liabilities as measured by enacted tax rates which will be in effect when these differences reverse. These subsidiaries provide a valuation allowance against net deferred tax assets unless, based upon the available evidence, it is more likely than not that the deferred tax assets will be realized. Management believes that its income tax filing positions and deductions will be sustained on audit and does not anticipate any adjustments that will result in a material change to its financial position or results of operations. Therefore, no reserves for uncertain tax positions have been recorded.

Accounts receivable and bad debts
Accounts receivable are charged to bad debt expense when they are determined to be uncollectible based upon a periodic review of the accounts by management. Accounting principles generally accepted in the United States of America require that the allowance method be used to recognize bad debts; however, the effect of using the direct write-off method is not materially different from the results that would have been obtained under the allowance method.

Property and equipment
Property and equipment are carried at cost. Depreciation is provided for in amounts sufficient to relate the cost of depreciable assets to operations over their estimated service lives using the straight-line method for financial reporting purposes. For income tax purposes, accelerated lives and methods are used. The depreciable lives are as follows:

Buildings	27.5 - 40 years
Land improvements	15 years
Furniture and equipment	5 - 7 years

Construction in progress is not depreciated until the project is complete and placed in service. Acquisition costs incurred in connection with property acquisition under common control are recorded as a component of net assets. During the year ended December 31, 2024, no acquisition costs were incurred.

Leases
The Organization recognizes a lease asset and a lease liability at the lease commencement date. The lease asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the rate implicit in the lease.

Total lease costs on an undiscounted basis are recognized as rent expense over the term of the lease on a straight-line basis. Annual rent expense comprises amortization of the lease asset plus interest on the lease liability adjusted for any variations in lease payment amounts.

Impairment of long-lived assets
The Subsidiaries and Affiliates review their respective rental property(s) for impairment whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. When recovery is reviewed, if the undiscounted cash flows estimated to be generated

by the property are less than its carrying amount, management compares the carrying amount of the property to its fair value in order to determine whether an impairment loss has occurred. The amount of the impairment loss is equal to the excess of the asset's carrying value over its estimated fair value. No impairment loss has been recognized during the year ended December 31, 2024.

Debt issuance costs
Debt issuance costs, net of accumulated amortization, are reported as a direct deduction from the face amount of the mortgage loan payable to which such costs relate. Amortization of debt issuance costs is reported as a component of interest expense and is computed using an imputed interest rate on the related loan.

In-place leases and amortization
Costs of $177,037 related to in-place leases were amortized using the straight-line method over the average remaining life of leases. At December 31, 2024, accumulated amortization amounted to $173,220.

Tax credit fees and amortization
Tax credit fees are amortized over 15 years using the straight-line method. During 2024, amortization expense of $24,694 was recorded on the consolidated statement of functional expenses. Estimated annual amortization of tax credit fees over each of the next five years through 2029 is $24,694. As of December 31, 2024, accumulated amortization was $185,754.

Development-in-progress
Development-in-progress consists of predevelopment and rehabilitation costs incurred in connection with developing and rehabilitating Scattered Site, Beall's Grant, Parkview Towers LP, Landing's Edge, MHP Franklin LLC, Rollingwood Venture LP, North Frederick Owner, WW Apartments, Forest Glen 4, Forest Glen 9, Nebel 4, and Nebel 9.

In addition, rehabilitation costs associated with the Scattered Site MPDU resale initiative are classified as current development-in-progress and are shown net against sale proceeds to either increase or decrease the unsecured note payable when sold (Note 12).

Predevelopment project costs
MHP incurs costs in connection with properties it is considering for development as well as costs associated with properties in the initial stages of development. These costs include such items as market and environmental studies, purchase options, and legal and accounting costs. Predevelopment costs are capitalized until such time as the project is either abandoned or becomes an approved project with independent funding sources. Predevelopment project costs are written off when a potential project is no longer considered desirable or feasible.

Noncontrolling interest
This amount represents the aggregate positive balance of limited partner and member equity interests in the Affiliates that are included in the consolidated financial statements. The aggregate negative balances, if any, of limited partner and member equity interests remain in MHP's net assets.

Grant and contribution revenue
Revenue is recognized on cost reimbursable grants when expenses are incurred. Reimbursable costs incurred in excess of cash received are reflected as grants receivable.

Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. Our federal and state contracts and grants are conditioned upon certain performance requirements and the incurrence of allowable qualifying expenses. Consequently, at December 31, 2024, no conditional contributions have been received in advance, and have not been recognized in the accompanying consolidated financial statements.

Advertising
Advertising costs are expensed as incurred.

Donated capital assets and services
Donated capital assets are recorded as contributions at their estimated values at the date of receipt. There were no donated capital assets during 2024. Donated services have not been reflected in the consolidated financial statements since they are not susceptible to objective measurement or valuation.

Functional allocation of expenses
The costs of providing the various programs and other activities have been summarized on a functional basis in the consolidated statement of functional expenses. Accordingly, certain costs have been allocated among program services, fundraising and management and general. Certain costs are directly expensed to programs and overhead related costs which cannot be directly coded are allocated based on a percentage of direct labor.

Rental income
Residential rental income is recognized as rentals become due. Rental payments received in advance are deferred until earned. All leases between the Organization and the residential tenants of the property are classified as operating leases.

Commercial rental income
Commercial income is recognized on a straight-line basis under which contractual rent increases are recognized equally over the lease term. Rental income recorded on the straight-line method in excess of the rents billed is recognized as deferred rent receivable. The Organization begins recognizing rental revenue when the tenant has the right to take possession of or controls the physical use of the property under lease. The Organization includes a renewal period in the lease term only if it appears at lease inception that the renewal is reasonably certain. If the collectability of future lease payments from nonresidential tenants is not probable, the Organization recognizes revenue at the lesser of (a) straight-line lease income, plus variable lease payments, or (b) lease payments, including variable lease payments collected. All leases between the Organization and the commercial tenants of the property are operating leases.

Cash equivalents
The Organization considers money market funds and all highly-liquid investments purchased with a maturity of three months or less when acquired to be cash equivalents.

Short-term investments
The Organization considers certificates of deposit and government bonds purchased with a maturity of three months to one year to be short-term investments.

Derivative instruments
Greenwood has entered into an ISDA Master Agreement which is carried at fair value on the consolidated statement of financial position. Changes in fair value are estimated and recorded through the consolidated statement of activities.

Net assets without donor restrictions
Net assets without donor restrictions are available for use at the discretion of the board of trustees and/or management for general operating purposes. From time to time the board designates a portion of these net assets for specific purposes which makes them unavailable for use at management's discretion.

Net assets with donor restrictions
Net assets with donor restrictions consist of assets whose use is limited by donor-imposed, time and/or purpose restrictions.

MHP reports gifts of cash and other assets as revenue with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time or purpose restriction is accomplished, the net assets are reclassified as net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions.

Some net assets with donor restrictions include a stipulation that assets provided be maintained permanently (perpetual in nature) while permitting MHP to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a board-approved spending policy.

See Note 6 for more information on the composition of net assets with donor restrictions.

Syndication costs
Syndication costs are considered a reduction of net assets.

Investment in partnerships
The Organization's investment in partnerships are accounted for under the equity method of accounting as the Organization does not exercise control or meet the requirements for consolidation. Amounts contributed are carried at cost, adjusted for the Organization's share of undistributed earnings or losses.

Note 3 - Cash and cash equivalents

Cash and cash equivalents consisted of the following at December 31, 2024:

Cash	$ 23,368,533
Money market accounts	6,132,657
Scattered Sites - operating reserve	612,185
	$ 30,113,375

Operating reserves included in cash and cash equivalents are controlled and regulated by the owner and are not restricted.

Liquidity and availability of resources

MHP's financial assets available within one year of the consolidated statement of financial position date for general expenditures are as follows:

Cash and cash equivalents	$ 30,113,375
Short-term investments	756,932
Accounts receivable	3,733,634
Mortgage escrow deposits for taxes and insurance	1,216,135
Net assets with donor restrictions included in cash and cash equivalents	(1,351,096)
	$ 34,468,980

MHP maintains a policy of structuring its financial assets to be available as general expenditures, liabilities, and other obligations come due. In addition, MHP invests cash that exceeds short-term requirements in liquid short-term investments including brokered certificates of deposit, United States treasury and agency securities, and commercial paper. Only amounts related to restricted deposits and funded reserves anticipated to be used more than one year after the consolidated statement of financial position date have been excluded from the above amounts.

Note 4 - Investments

The certificates of deposit earn interest of 0.200% - 3.923% and have maturity dates in various months ranging from February 2025 through January 2026.

Investments consisted of the following certificates of deposit and stock at December 31, 2024:

Bank/Investment Servicer	Balance
PNC Bank	$ 107,231
Sandy Spring Bank	122,929
United Bank	120,190
Total certificates of deposit	350,350
Wells Fargo Bank	526,772
Total certificates of deposit and stock	$ 877,122

Note 5 - Notes payable

MHP and its Subsidiaries and Affiliates have entered into note agreements, which are either unsecured or secured by the respective rental property, with various lenders:

	Accrued interest payable	Principal
Parent-company notes:		
On May 18, 2006, MHP entered into a grant agreement with the Maryland Affordable Housing Trust ("MAHT") in the amount of $100,000 to assist in the units to be constructed on the land owned and held by Beall's Grant. The agreement requires repayment of $50,000 with no interest, upon the closing of permanent financing for the property. The liability is determined to be an obligation of MHP.	$ -	$ 50,000
On December 13, 2018, MHP entered into a loan agreement with NeighborWorks Salt Lake 2017 AHMI Fund, LLC in the amount of $2,000,000. The loan bears interest at a rate of 5.50% per annum. Payments of interest-only are due and payable in equal consecutive quarterly installments of $27,500. All unpaid principal and interest are due on the maturity date, January 29, 2024. On May 20, 2024, the loan was extended until May, 20, 2029. The new loan bears interest at 5.99%. During 2024, interest expense of $96,902 was recorded on the consolidated statement of functional expenses.	30,616	2,000,000
On December 21, 2017, MHP entered into a loan agreement with First National Bank of Pennsylvania in the amount of $2,500,000. The loan bears interest at a variable rate equal to One Month LIBOR plus 2.75 percentage points (8.15% as of December 31, 2024) per annum. Payments of interest-only are due and payable monthly. All unpaid principal and interest are due on the maturity date of December 21, 2025. During 2024, $21,723 of interest was recorded on the consolidated statement of functional expenses.	-	283,009
On September 17, 2018, MHP entered into a loan agreement with Sandy Spring Bank in the amount of $750,000. The loan bears interest at a variable rate equal to the Lender's Prime Rate plus 0.5 percentage points (8.15% as of December 31, 2024) per annum. Payments of interest-only are due and payable monthly. All unpaid principal and interest are due on the maturity date, August 28, 2025. During 2024, interest expense of $21,615 was recorded on the consolidated statement of functional expenses.	-	260,100

	Accrued interest payable	Principal
Parent-company notes:		
On March 21, 2018, MHP entered into a loan agreement with Capital One Bank in the amount of $500,000. The loan bears interest at 1% per annum. The loan matures on October 1, 2024. On October 2, 2024, the note was repaid in full. During 2024, interest expense of $9,031 was recorded on the consolidated statement of functional expenses.	-	-
On March 7, 2018, MHP entered into a loan agreement with The Housing Partnership Trust Fund, Inc. in the amount of $3,000,000. The loan bears interest at 5.5% per annum. All unpaid principal and interest are due on the maturity date, May 7, 2025. During 2024, interest expense of $183,000 was recorded on the consolidated statement of functional expenses. Subsequent to December 31, 2024, on July 25, 2025, MHP entered into a loan agreement with The Housing Partnership Trust Fund, Inc. in the amount of $3,000,000. The loan bears inerest at a 6.0% per annum. All unpaid principal and interest are due on the maturity date, July 25, 2029.	-	3,000,000
On October 29, 2019, MHP entered into a loan agreement with Montgomery County, Maryland, in the amount of $250,000 to assist with renovations to Halpine Hamlet. The loan bears no interest and $7,353 of principal is forgiven annually. The loan matures on January 11, 2053.	-	250,000
On May 1, 2021, MHP entered into a loan agreement with Housing Partnership Fund in the amount of $840,000. The loan bears interest at 4.5% per annum. All unpaid principal and interest are due on the maturity date, May 1, 2030. During 2024, interest expense of $38,430 was recorded on the consolidated statement of functional expenses.	-	840,000
On September 30, 2020, MHP entered into a loan agreement with BlueHub Loan Fund Inc. in the amount of $3,000,000. The loan bears interest at 5.75% per annum. The loan matures on March 30, 2031. During 2024, interest expense of $172,500 was recorded on the consolidated statement of functional expenses.	166,875	3,000,000
Subtotal - parent-company	197,491	9,683,109

	Accrued interest payable	Principal
Parent-company notes:		
Subsidiaries' and Affiliates' notes:		
Permanent conventional loans, bearing compounding interest from 2% to 10%, generally with principal and interest due monthly, to be repaid in full on various maturity dates though September 2054. During 2024, interest expense of $11,515,226 was recorded to the consolidated statement of functional expenses.	2,576,165	313,674,240
Local agency loans, bearing-interest from 0% to 3%, generally payable annually from the respective property's net cash flow, if any, to be repaid in full on various maturity dates through June 2054. During 2024, interest expense of $2,388,730 was recorded on the consolidated statement of functional expenses.	4,775,110	147,185,709
State agency loans, bearing-interest from 2% to 4%, generally payable annually from the respective property's net cash flow, if any, to be repaid in full on various maturity dates through June 2054. During 2024, interest expense of $519,832 was recorded on the consolidated statement of functional expenses.	1,350,367	34,334,235
Federal agency loans, bearing-interest from 0% to 3%, generally payable annually from the respective property's net cash flow, if any, or forgiven over the loan term, to be repaid in full on various maturity dates through November 2042. During 2024, interest expense of $10,511 was recorded on the consolidated statement of functional expenses.	26,398	3,554,584
Subtotal - subsidiaries and affiliates	8,728,040	498,748,768
Total	$ 8,925,531	508,431,877
Less unamortized debt issuance costs		(12,838,180)
Net		$ 495,593,697

As of December 31, 2024, the outstanding principal balance of the secured and unsecured notes payable less unamortized debt issuance costs was $495,593,697. As of December 31, 2024, unamortized debt issuance costs of $12,838,180 consist of debt issuance costs of $17,434,266 less accumulated amortization of $4,596,086. Debt issuance costs are being amortized using various imputed interest rates of the individual loans. During the year ended December 31, 2024, amortization expense incurred was $1,467,211 and was included in interest expense on the consolidated statement of functional expenses.

The outstanding balance of unsecured notes payable consisted of the following at December 31, 2024:

Entity	Outstanding balance
MHP	$ 9,683,109
Scattered Site	563,618
Beall's Inc.	860,000
	11,106,727
Less unamortized debt issuance costs	(13,084)
	$ 11,093,643

The outstanding balance of secured notes payable consisted of the following at December 31, 2024:

Entity	Outstanding balance
Scattered Site	$ 20,816,097
Edinburgh House LP	4,410,959
Landing's Edge	3,028,480
Dring's Reach	10,323,133
Great Hope Homes	6,668,382
Greenwood Terrace	3,084,476
Blair Park	3,222,477
Pembridge Square	12,862,554
Flower Maple	3,706,051
Maple Towers	6,778,867
Takoma Park Preservation	8,920,080
Parkview Towers LP	14,171,013
Halpine Hamlet	8,745,076
MPDU Rental	3,112,279
North Frederick Owner	21,625,443
Silver Spring Avenue	1,412,211
Forest Glen 4	50,384,703
Forest Glen 9	21,957,673
Parkview Manor LLC	8,929,220
Silver Spring Library Residences LP	28,043,189
MHP WW Apartments	79,791,313
MHP Crescent Park	9,137,331
MHP Colonnade LLC	24,734,450
515 Thayer LLC	15,082,222
Beall's Grant Apartments LLC	8,864,007
Franklin LLC	36,181,347
Rollingwood	73,329,358
Nebel 4	7,065,139
Nebel 9	937,620
	497,325,150
Less unamortized debt issuance costs, net of accumulated amortization	(12,825,096)
Net	$ 484,500,054

The security for the secured notes payable consists of either first or subordinate mortgages on the respective rental properties.

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America which contemplates continuation of MHP as a going concern. Rollingwood has loans with Merchants Bank of Indiana that are maturing on January 10, 2026. Rollingwood does not have sufficient funds on hand to repay the outstanding balances of the loans in the amounts of $37,684,000 and $2,116,000, respectively. On July 21, 2025, management executed an extension with Merchants Bank of Indiana for the Facility A and Facility B loans that extended the maturity through January 10, 2026 and January 10, 2026, respectively, with an option to extend the maturity through July 10, 2026 and July 10, 2026, respectively.

Management's plan is to receive an allocation of low income housing tax credits in January 2026 which is expected to generate $62,346,622 of low income housing tax credits allocable to the limited partner. Management anticipates that capital contributions from the limited partner will be sufficient to satisfy maturing debt and anticipates the initiative to be successful.

The ability of Rollingwood to continue operations is dependent upon receiving an allocation of tax credits which raises substantial doubt regarding Rollingwood's ability to continue as a going concern. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Aggregate annual maturities of the unsecured notes payable over each of the next five years and thereafter are as follows:

December 31, 2025	$ 4,966,727
2026	50,000
2027	-
2028	-
2029	2,000,000
Thereafter	4,090,000
	$ 11,106,727

Aggregate annual maturities of the secured notes payable over each of the next five years and thereafter are as follows:

December 31, 2025	$ 19,040,310
2026	84,124,900
2027	6,414,433
2028	6,414,868
2029	39,176,542
Thereafter	342,154,097
	$ 497,325,150

Note 6 - Net assets with donor restrictions

Donor-restricted funds are as follows as of December 31, 2024:

NeighborWorks America	
NeighborWorks	$ 172,500
Total NeighborWorks America	172,500
Various donors	1
Playground	4,673
Capital One	14,263
Meyer Foundation	50,139
IDA Program	69,157
SAHF	37,245
Rental Assist donation	40,733
Cafritz Foundation	150,000
Kaiser Permanente	230,255
TD Bank	92,055
United Healthcare	13,707
Robinson Foundation	1,759
Wells Fargo	385,725
Montgomery County	81,188
Scull Fund	5,691
Saint Mark	1,725
Robert Schattner Foundation	280
Total donor-restricted assets	$ 1,351,096

Note 7 - Right-of-use asset/ground lease

Silver Spring Library Residences LP has a lease arrangement with Montgomery County, Maryland (the "Lessor"), dated October 9, 2014. The Lessor is an unrelated party. The lease provides the Organization a right to use a parcel of land where the project is located for 77 years beginning on October 1, 2014 (the "Commencement Date"). The lease is classified as an operating lease. The lease term remaining at December 31, 2024 is 67 years.

Lease payments included in the measurement of the lease liability at December 31, 2024 total $1,675,000 for fixed payments.

The lease agreement requires an initial rental payment of $25,000. Lease rental payments are scheduled to be paid annually on April 1 in the amount of $25,000. Payment of scheduled lease payments is subject to available cash flows, as defined in the lease. Scheduled lease payments in excess of actual payment amounts can be deferred and are recorded as deferred lease payable. The remainder of the annual rent not paid in any one year shall be accrued and shall accrue interest at an annual interest rate equal to the greater of the long-term applicable federal rate at the Commencement Date (3.14%) or 2.89%. For the year ended December 31, 2024, rent expense of $25,000 was recorded on the consolidated statement of operations.

The lease liability at December 31, 2024 of $758,101 is the present value of remaining scheduled lease payments discounted using the Silver Spring Library Residences LP's implicit rate of 2.89%. It does not include any deferred lease payable amounts. Future remaining scheduled lease payments during the lease term are shown in the table below. The annual payment amounts are presented on an undiscounted basis along with a reconciliation to the lease liability on December 31, 2024, which is recorded on a present value basis, as described above.

December 31, 2025	$	25,000
2026		25,000
2027		25,000
2028		25,000
2029		25,000
Thereafter		1,550,000
Total		1,675,000
Less discount		(916,899)
Lease liability	$	758,101

Effective January 18, 2013, MHP entered into an agreement to lease office space from May 1, 2013 through August 31, 2020. On April 23, 2020, the lease agreement was amended and the term of the lease was extended through September 30, 2023. On April 12, 2023, the lease agreement was amended and the term of the lease was extended through January 31, 2029. The agreement requires annual rent payments of $220,884, increasing by 3% annually. The lease is classified as an operating lease. The lease term remaining at December 31, 2024 is four years.

Lease payments included in the measurement of the lease liability at December 31, 2024 total $992,193 for fixed payments.

The lease liability at December 31, 2024 of $926,304 is the present value of remaining scheduled lease payments discounted using the implicit rate of 3.41%. It does not include any deferred lease payable amounts. Future remaining scheduled lease payments during the lease term are shown in the table below. The annual payment amounts are presented on an undiscounted basis along with a reconciliation to the lease liability on December 31, 2024, which is recorded on a present value basis, as described above.

During 2024, rent expense of $208,910 was recorded on the consolidated statement of functional expenses. Rent expense is recorded as the average annual cost over the entire term of the lease.

The minimum future annual rents under the lease are as follows:

December 31, 2025	$	232,060
2026		239,022
2027		246,193
2028		253,579
2029		21,339
Total		992,193
Less discount		(65,889)
Lease liability	$	926,304

Note 8 - Commitments and contingencies

MHP is contingently liable with respect to certain obligations and guarantees, including the requirement to fund operating deficits, for Maple Towers, Edinburgh House LP, Halpine Hamlet, Parkview Towers LP, Beall's Grant Apartments, Parkview Manor, Silver Springs Library Residence, MHP Colonnade, MHP Flower Maple LLC, 515 Thayer LLC, Nebel 4, and Nebel 9 as provided for in the partnership and operating agreements.

The Organization has entered into construction contracts with various third-party contractors to construct and rehabilitate projects in the original amounts of $204,175,926. As of December 31, 2024, $23,764,456 remains payable and included in accounts payable -s construction on the consolidated statement of financial position.

The Affiliates' low-income housing credits will be contingent on their ability to maintain compliance with applicable sections of Section 42. Failure to maintain compliance with occupant eligibility, and/or unit gross rent, or to correct noncompliance within a specified time period, could result in recapture of previously taken tax credits plus interest. In addition, such potential noncompliance may require an adjustment to the contributed capital by the limited partner or member.

Note 9 - Management agreement

The Affiliates and certain of the Subsidiaries have entered into management contracts with unrelated management companies to manage their respective rental activities. The agreements, entered into between January 1, 2001 and August 7, 2024, range in terms of one to two years and continue on a month-to-month or one-year basis after the original term of the agreement. The management fee of Landing's Edge, Beall's Grant Apartments, Dring's Reach, Greenwood, Blair Park, Pembridge Square, Maple Towers, Edinburgh House LP, Halpine Hamlet, Parkview Towers LP, Great Hope Homes, Scattered Site, Takoma Park Preservation, Parkview Manor, Flower Maple, Silver Spring Avenue, MPDU Rental, North Frederick Avenue, MHP Worthington Woods, MHP Crescent Park, North Frederick Owner, and WW Apartments is 3.25% of gross collections, as defined in their respective management agreements. The management fee of Forest Glen, Hillwood Manor, Silver Spring Library Residences LP, 515 Thayer LLC, and MHP Colonnade LLC is 4.5% of adjusted gross receipts, as defined in their respective management agreements. The management fee of MHP Franklin LLC is 4.25% of adjusted gross receipts, as defined in its respective management agreement. The management fee of Rollingwood is 3% of adjusted gross receipts, as defined in its respective management agreement. The management fee of Nebel 4 and Nebel 9 is 4% of gross rent collections, provided that minimum monthly payments shall not be less than $3,000, as defined in their respective management agreements. During 2024, management fees of $1,202,852 were recorded on the consolidated statement of functional expenses.

Note 10 - Restricted project reserves

Certain of MHP and its Subsidiaries and Affiliates are required to establish and maintain operating and other restricted reserve accounts.

The restricted project reserve balances as of December 31, 2024 are as follows:

Entity	Balance
Scattered Site	$ 6,543,007
Landing's Edge	447,985
Dring's Reach	611,508
Great Hope Homes	1,089,795
Greenwood Terrace	1,346,981
Blair Park	548,235
Pembridge Square	688,188
Takoma Park Preservation	485,664
MHP	270,452
Maple Towers	295,878
Parkview Towers LP	654,139
Flower Maple	213,498
Edinburgh House LP	99,896
MPDU Rental	275,236
Silver Spring Avenue	132,123
North Frederick Avenue	420,515
North Frederick Owner	258,583
Halpine Hamlet	565,110
Forest Glen	113,737
Forest Glen 4	168,487
515 Thayer LLC	366,620
Beall's Grant Apartments LLC	685,705
Parkview Manor LLC	238,253
MHP WW Apartments	1,839,193
MHP Crescent Park	779,623
Silver Spring Library Residences LP	1,658,383
MHP Colonnade LLC	732,151
MHP Franklin LLC	214,261
MHP Rollingwood Venture LP	743,007
MHP Nebel 4 LLC	1,337,229
	$ 23,823,442

Note 11 - Concentration of credit risk

The Organization maintains cash and cash equivalents balances in accounts in various banks and escrows and reserves held in trust with the lender. At times, these balances may exceed the federal insurance limits; however, the Organization has not experienced any losses with respect to its bank balances in excess of government provided insurance. Management believes that no significant concentration of credit risk exists with respect to these cash, cash equivalents, escrow and reserve balances at December 31, 2024.

Note 12 - MPDU resale initiative

During fiscal year 2003, the Organization entered a program to include the purchase, rehabilitation and resale of single-family homes throughout Montgomery County, Maryland. The acquisition and

rehabilitation costs of the homes are financed through a noninterest-bearing loan from Montgomery County. Acquisition and rehabilitation costs for the homes owned at December 31, 2024 of $276,548 were included in development-in-progress on the consolidated statement of financial position. In accordance with the loan agreement with Montgomery County, Maryland, the loss incurred from the sale of the homes during prior years resulted in an aggregate loss of $361,051 have adjusted the balance of the unsecured note payable to Montgomery County Department of Housing and Community Affairs ("MCDHCA") on the consolidated statement of financial position. During 2024, no additional losses were incurred.

Note 13 - Development fee

Development fees earned are paid from the project's equity and debt proceeds at the completion of the construction of the project. These fees are recognized over the development period beginning when the project is assured of being constructed, as evidenced by the admission of an equity partner, as units are delivered or based on the external construction costs incurred as a percentage of the total external construction costs expected, and concluding with the application for final allocation of tax credits. Any portion of the development fee not expected to be paid using contributions from the equity partner, such as out of cash flow from operations, represents variable consideration.

The Organization estimates whether it will be entitled to variable consideration under the terms of the development agreement and includes its estimate of variable consideration in the total development fee amount when it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur in accordance with the accounting guidance in ASC Topic 606, *Revenue from Contracts with Customers*, on constraining estimates of variable consideration, which typically includes the following factors:

- The susceptibility of the consideration amount to factors outside the project's influence, including insufficient equity and debt proceeds at the completion of the construction of the project.
- Whether the uncertainty about the consideration amount is not expected to be resolved for a long period of time.
- MHP's experience with similar types of agreements.
- Whether MHP expects to offer changes to payment terms.
- The range of possible consideration amounts.

The cumulative amount of development fees earned over the development agreement is updated at each reporting period based on the project's estimate of the variable consideration using available information at the reporting date. Developer fee receivable, developer fee income, and deferred developer fee earned from subsidiaries and payable from operational cash flow of the respective projects are eliminated in consolidation.

Note 14 - Fair value

The accounting standard for fair value measurement and disclosures defines fair value, establishes a framework for measuring fair value, and provides for expanded disclosure about fair value measurements. Fair value is defined by the accounting standard for fair value measurement and

disclosures as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. It also establishes a fair value hierarchy that prioritizes observable and unobservable inputs used to measure fair value into three levels. The following summarizes the three levels of inputs and hierarchy of fair value the Organization uses when measuring fair value:

- Level 1 inputs utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that the Organization has the ability to access;
- Level 2 inputs may include quoted prices for similar assets and liabilities in active markets, as well as interest rates and yield curves that are observable at commonly quoted intervals; and
- Level 3 inputs are unobservable inputs for the asset or liability that are typically based on an entity's own assumptions as there is little, if any, related market activity.

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the fair value measurement will fall within the lowest level input that is significant to the fair value measurement in its entirety.

The fair value of the interest rate swaps at December 31, 2024 of $2,343,165 is classified within Level 2 of the fair value hierarchy. No other assets or liabilities are measured at fair value as of December 31, 2024. The following table presents the financial assets measured at fair value on a recurring basis as of December 31, 2024:

	Level 1	Level 2	Level 3	Total
Interest rate swap	$ -	$ 2,343,165	$ -	$ 2,343,165
Total	$ -	$ 2,343,165	$ -	$ 2,343,165

On a recurring basis, the Organization measures its interest rate swaps and caps at their estimated fair value. In determining the fair value of the interest rate swaps and caps, management uses the present value of expected cash flows based on the market observable interest rate yield curve commensurate with the term of the instrument. The Organization incorporates credit valuation adjustments to appropriately reflect both the Organization's nonperformance risk and that of the respective counterparty in the fair value measurement. The credit valuation adjustments utilize Level 3 inputs, such as estimates of current credit spreads, to evaluate the likelihood of default by either the respective counterparty or the Organization. However, management has determined that as of December 31, 2024 the impact of the credit valuation adjustments was not significant to the overall valuation of the swaps or cap. As a result, the fair value of the swaps and cap is considered to be based primarily on Level 2 inputs.

Note 15 - Asset management and incentive management fees

MHP receives asset management and incentive management fees from some of its Subsidiaries and Affiliates. Asset management and incentive management fees earned from Subsidiaries and Affiliates during 2024 have been eliminated in the consolidated financial statements.

Note 16 - Resident social program fees

MHP receives a resident social program fee from some of its Subsidiaries and Affiliates. Resident social program fees earned during 2024 have been eliminated in the consolidated financial statements.

Note 17 - Development-in-progress

Some of the Subsidiaries and Affiliates acquire properties for the purpose of rehabilitating or constructing residential real estate projects.

Development-in-progress consisted of the following acquisition and rehabilitation costs at December 31, 2024:

Entity	Balance
MHP predevelopment costs	$ 28,491
Scattered Site	276,548
Beall's Grant	500,000
Parkview Towers LP	687,859
Landing's Edge	3,037,509
Forest Glen 4	22,963,498
Forest Glen 9	47,496,788
North Frederick Owner	4,862,952
MHP WW Apartments	30,171,003
MHP Franklin LLC	79,812
Rollingwood	1,884,812
Nebel 4	7,193,022
Nebel 9	1,813,346
	$ 120,995,640

Note 18 - Housing assistance contracts

HUD has contracted with Great Hope Homes and MHP Franklin, under Section 8 of Title II of the Housing and Community Development Act of 1974, to make housing assistance payments to the Organization on behalf of qualified tenants. The agreements covers 21 units at Great Hope Homes and 183 units at MHP Franklin and expires April 1, 2035 and July 3, 2030, respectively. During 2024, housing assistance payments of $3,243,856 were included in rental revenue on the consolidated statement of activities.

Greenwood Terrace, Blair Park and Parkview Manor have entered into a contract with the Public Housing Authority under the Housing Choice Voucher Program. During 2024, 11 units at Greenwood Terrace, 14 units at Blair Park, and 10 units at Parkview Manor were occupied by voucher tenants. The agreements are for a five-year period, which commenced in 2023.

Note 19 - Tenant vouchers

Residents of Beall's Grant, Landing's Edge, Dring's Reach, Maple Towers, Parkview Towers LP, Scattered Site, Halpine Hamlet, Edinburgh House LP, Flower Maple, Silver Spring Avenue,

Pembridge Square, Takoma Park Preservation, Silver Spring Library Residences LP, 515 Thayer LLC, MHP Colonnade, WW Apartments, North Frederick Owner, MHP Worthington Woods and MHP Crescent Park receive tenant-based housing assistance payment vouchers from the Housing Opportunities Commission of Montgomery County, Maryland. During 2024, tenant voucher income of $3,894,743 was included in rental revenue on the consolidated statement of activities.

Note 20 - Current vulnerability and economic dependency

The Subsidiaries' and Affiliates' principal assets are apartment projects. Their operations are concentrated in the multi-family real estate market. In addition, some of the projects operate in a heavily regulated environment. The operations of the Subsidiaries and Affiliates are subject to the administrative directives, rules and regulations of federal and state agencies, including, but not limited to, HUD, MCDHCA or the Department of Housing and Community Development ("DHCD"). Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD, MCDHCA or DHCD. Additionally, operations could be affected by changes in the economic or other conditions in that geographical area or by changes in low-income housing subsidies or the demand for such housing. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

Note 21 - Guarantees

MHP has guaranteed payment of the mortgages executed by eleven of its Subsidiaries in the following amount:

Entity	Balance
North Frederick Owner	$ 12,416,863
Dring's Reach	10,323,133
MHP Colonnade LLC	10,173,815
MHP WW Apartments LLC	48,228,839
Rollingwood Venture LP	69,728,254
MHP Forest Glen 9 LP	8,754,566
MHP Forest Glen 4 LP	22,048,675
MHP Franklin LLC	6,562,500
Scattered Site	9,521,953
MHP Nebel 4 LLC	709,814
MHP Nebel 9 LLC	648,914
	$ 199,117,326

MHP has guaranteed payment of the mortgage in the amount of $20,790,000 of one Company for which MHP has an equity method investment in partnerships.

In addition, some of MHP's Subsidiaries and Affiliates serve as the general partner or general member for various entities that own affordable housing properties. The investors in these entities usually require guarantees from MHP on behalf of the general partner or general member as a condition of their investment. Generally, these guarantees are for obligations such as funding of operating deficits, completion of construction and tax credit recapture price adjusters.

Note 22 - P.I.L.O.T. agreements

Landing's Edge, Edinburgh House LP, Maple Towers, and Halpine Hamlet entered into a P.I.L.O.T. agreement with Montgomery County, Maryland. The agreement provides for payment in lieu of County and special area real property taxes to an amount computed annually by the State Department of Assessments and Taxation. Additionally, Maple Towers entered into a P.I.L.O.T. agreement with City of Takoma Park, Maryland. The city agreement provides for a 100% abatement of city real property taxes on the property for levy years 2009 through 2018. Beginning in tax levy year 2019, the agreement provides for a 50% abatement of real property taxes on the property. During 2024, total real estate taxes of $86,505 were incurred by Landing's Edge, Edinburgh House LP, Maple Towers, and Halpine Hamlet and recorded on the consolidated statement of functional expenses.

MPDU Rental, North Frederick Owner and Parkview Towers LP entered into a P.I.L.O.T. agreement with Montgomery County, Maryland. The agreement provides for a 100% reduction of County and special real estate property taxes, pursuant to the agreement requirements. During 2024, total real estate taxes of $83,045 incurred by MPDU Rental, North Fredrick Owner, and Parkview Towers LP and recorded on the consolidated statement of functional expenses.

515 Thayer LLC and MHP Colonnade LLC entered into a P.I.L.O.T. agreement with Montgomery County, Maryland. The agreement provides for a payment equal to the lesser of the county property taxes assuming the property were not exempt or $50,300 and $16,549, respectively. During 2024, total real estate taxes of $95,065 were incurred by 515 Thayer LLC and MHP Colonnade LLC and recorded on the consolidated statement of functional expenses.

Silver Spring Library Residences LP entered into a P.I.L.O.T. agreement with Montgomery County, Maryland. The agreement provides for 100% reduction of the County and special area real property taxes. During 2024, Silver Spring Library Residences LP incurred real estate taxes of $23,304 related to solid waste charges.

MHP Franklin LLC entered into a P.I.L.O.T. agreement with Montgomery County, Maryland. Per the agreement, the Company shall be 100% exempt from paying the County real property taxes that would be levied as if the property were not exempt. The Company must pay all State and municipal taxes, unless waived or abated by the State or municipality. During 2024, MHP Franklin LLC incurred real estate taxes of $72,802 and recorded on the consolidated statement of functional expenses.

Rollingwood entered into a P.I.L.O.T agreement with Montgomery County, Maryland. The agreement with Montgomery County, Maryland provides for payment, in lieu of County real property taxes, to an amount computed annually by the State Department of Assessments and Taxation. During the year ended December 31, 2024, real estate taxes of $117,499 were recorded on the consolidated statement of functional expenses.

Note 23 - Tax relief certification

On September 25, 2021, MHP Crescent Park entered into a tax relief certification with the District of Columbia, a municipal corporation acting by and through the D.C. Department of Housing and Community Development. The tax relief certification provides tax exemptions for the project under the Tax Relief Program, as defined.

Note 24 - Investor services fee

Beall's Grant Apartments LLC, Halpine Hamlet, Edinburgh House LP, Silver Spring Library Residences LP, Parkview Manor, Maple Towers LLC, 515 Thayer, MHP Colonnade, North Frederick Owner and Parkview Towers LP owe an annual investor services fee to the limited partner for services provided in connection with operations. During 2024, investor services fees totaling $55,483 were incurred and included in other financial expenses on the consolidated statement of functional expenses. As of December 31, 2024, accrued investor service fees of $44,327 remain payable and are included in accounts payable and accrued expenses on the consolidated statement of financial position.

Note 25 - Consolidated statement of cash flows

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the consolidated statement of financial position that sum to the total of the same such amounts in the consolidated statement of cash flows:

Cash and cash equivalents	$ 30,113,375
Funded residents' security deposits	1,642,866
Restricted project reserves	10,434,400
Total cash, cash equivalents, and restricted cash shown on the consolidated statement of cash flows	$ 42,190,641

Amounts included in restricted cash are comprised of security deposits held in trust for the future benefit of tenants upon moving out of the property and other reserves as required by regulatory authority and the partnership and/or operating agreements.

Note 26 - Subsequent events

Events that occur after the consolidated statement of financial position date but before the consolidated financial statements were available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the consolidated statement of financial position date are recognized in the accompanying consolidated financial statements. Subsequent events which provide evidence about conditions that existed after the consolidated statement of financial position date require disclosure in the accompanying notes. Management evaluated the activity of the Organization through August 5, 2025 (the date the consolidated financial statements were available to be issued) and concluded that other than the subsequent events described in Note 5, no subsequent events have occurred that would require recognition in the consolidated financial statements or disclosure in the notes to the consolidated financial statements.

Supplementary Information

Montgomery Housing Partnership, Inc. and Its Subsidiaries and Affiliates

Consolidating Statement of Financial Position
December 31, 2024
(With Summarized Comparative Information at December 31, 2023)

	MHP, Inc.	MHP Scattered Site, Inc.	Wholly Owned Properties*	LP Properties^	Eliminations	2024 Consolidated	2023 Consolidated
ASSETS							
Cash and cash equivalents	$ 19,241,749	$ 1,706,054	$ 3,559,453	$ 5,472,240	$ 133,879	$ 30,113,375	$ 29,855,274
Investments	350,350	526,772	-	-	-	877,122	870,876
Accounts receivable - residents	-	171,307	466,858	464,883	8,844	1,111,892	1,236,186
Accounts receivable - grants	975,112	-	-	-	-	975,112	483,711
Accounts receivable - other	1,118,354	57,067	3,663,068	213,973	(3,405,832)	1,646,630	2,443,516
Accounts receivable - development fee	11,440,329	-	-	-	(11,440,329)	-	-
Mortgage escrow deposits	-	130,121	453,958	632,056	-	1,216,135	1,357,909
Due from subsidiaries and affiliates	703,127	126,341	5,398,130	87,524	(6,315,122)	-	-
Prepaid expenses	70,970	126,058	459,335	633,030	-	1,289,393	1,172,295
Restricted project reserves	270,452	6,543,007	7,422,168	9,587,815	-	23,823,442	22,130,332
Property and equipment, net	42,588	13,851,741	155,403,404	216,748,241	(11,073,974)	374,972,000	349,792,221
Development-in-progress	28,491	-	5,502,133	117,946,877	(2,758,409)	120,719,092	51,847,350
Funded residents' security deposits	-	195,263	747,630	699,973	-	1,642,866	1,618,713
Deposits	18,441	99,732	19,265	97,663	-	235,101	880,534
Development-in-progress - MPDU resale initiative	-	276,548	-	-	-	276,548	284,784
Loan receivable - affiliates	23,009,685	-	2,416,976	8,824	(25,435,485)	-	-
Investment in organizations	5,281,075	-	-	-	(4,439,750)	841,325	752,505
Tax credit fees, net	-	-	10,281	572,212	-	582,493	365,921
Other assets	-	-	233,761	2,129,390	-	2,363,151	3,418,613
Right-of-use asset	926,304	-	-	758,101	-	1,684,405	1,878,898
Total assets	$ 63,477,027	$ 23,810,011	$ 185,756,420	$ 356,052,802	$ (64,726,178)	$ 564,370,082	$ 470,389,638

Montgomery Housing Partnership, Inc. and Its Subsidiaries and Affiliates

Consolidating Statement of Financial Position
December 31, 2024
(With Summarized Comparative Information at December 31, 2023)

LIABILITIES	MHP, Inc.	MHP Scattered Site, Inc.	Wholly Owned Properties*	LP Properties^	Eliminations	2024 Consolidated	2023 Consolidated
Accounts payable and accrued expenses	$ 629,343	$ 239,686	$ 1,763,331	$ 2,069,276	$ (706,019)	$ 3,995,617	$ 2,203,219
Accounts payable - construction	-	-	301,804	23,792,227	(329,575)	23,764,456	21,363,831
Accrued interest payable	197,491	229,588	5,424,314	8,234,112	(5,159,974)	8,925,531	6,790,131
Due to subsidiary and affiliates	-	-	1,675,905	266,555	(1,942,460)	-	-
Prepaid rents	-	42,662	164,125	226,286	-	433,073	403,901
Deferred revenue	427,099	-	255,837	874,842	(427,099)	1,130,679	1,293,029
Deferred development fee revenue	-	-	84,413	11,892,178	(11,440,330)	536,261	-
Residents' security deposits	-	177,752	682,639	713,103	-	1,573,494	1,548,003
Other liabilities	-	-	-	722,437	-	722,437	756,352
Lease liability	926,304	-	-	758,101	-	1,684,405	1,878,898
Secured notes payable	-	20,739,682	173,997,481	313,015,205	(23,252,314)	484,500,054	406,403,550
Unsecured notes payable	9,870,025	831,068	1,265,650	-	(873,100)	11,093,643	11,580,850
Total liabilities	12,050,262	22,260,438	185,615,499	362,564,322	(44,130,871)	538,359,650	454,221,764
Commitments and contingencies	-	-	-	-	-	-	-
Net assets without donor restrictions	50,075,669	1,549,573	140,921	(30,665,530)	(20,595,307)	505,326	(154,175)
Net assets with donor restrictions	1,351,096	-	-	-	-	1,351,096	2,138,235
Noncontrolling interest	-	-	-	24,154,010	-	24,154,010	14,183,814
	$ 63,477,027	$ 23,810,011	$ 185,756,420	$ 356,052,802	$ (64,726,178)	$ 564,370,082	$ 470,389,638

* - Properties included in column are: Blair Park Apartments, L.P., MHP TPP, LLC, MHP Town Centre, Inc., MHP DRHC, Inc., MHP Edinburgh House, Inc., MHP Landing's Edge, Inc., MHP Bealls, Inc., MHP Flower-Maple, LLC, MHP Parkview Towers, LLC, MHP MPDU Rental, Inc., MHP 610-614 SSA, LLC, MHP North Frederick Avenue, LLC, MHP Parkview Towers, Inc., MHP Forest Glen, LLC, MHP Hillwood Manor, LLC, Great Hope Homes 2001, L.P., Greenwood Terrace Apartments L.P., MHP Worthington Woods LLC, MHP Crescent Park Village LLC, MHP Franklin LLC, and Rollingwood Venture LP.

^ - Properties included in column are: Pembridge Square Apartments, L.P., MHP Maple Towers, LLC, MHP Edinburgh House LP, MHP Halpine LP, MHP Parkview Towers, LP, Beall's Grant Apartments LLC, MHP Parkview Manor LLC, Silver Spring Library Residences LP, 515 Thayer LLC, MHP Colonnade LLC, MHP North Frederick Owner LLC, MHP WW Apartments LLC, MHP Forest Glen 4 LP, MHP Forest Glen 9 LP, MHP Nebel 4 LLC and MHP Nebel 9 LLC.

See Independent Auditor's Report.

Montgomery Housing Partnership, Inc. and Its Subsidiaries and Affiliates

Consolidating Statement of Financial Position
December 31, 2023

	MHP, Inc.	MHP Scattered Site, Inc.	Wholly Owned Properties*	LP Properties^	Eliminations	2023 Consolidated
ASSETS						
Cash and cash equivalents	$ 18,815,888	$ 1,802,366	$ 3,870,060	$ 5,342,780	$ 24,180	$ 29,855,274
Investments	344,104	526,772	-	-	-	870,876
Accounts receivable - residents	-	127,442	563,583	545,161	-	1,236,186
Accounts receivable - grants	483,711	-	-	-	-	483,711
Accounts receivable - other	1,136,588	53,728	2,332,772	372,937	(1,452,509)	2,443,516
Accounts receivable - development fee	5,031,357	-	-	-	(5,031,357)	-
Mortgage escrow deposits	-	196,275	697,927	463,707	-	1,357,909
Due from subsidiaries and affiliates	1,724,725	127,288	3,933,443	22,674	(5,808,130)	-
Prepaid expenses	88,260	103,901	387,699	592,435	-	1,172,295
Restricted project reserves	269,767	6,565,101	8,432,449	6,863,015	-	22,130,332
Property and equipment, net	29,620	14,113,951	158,010,670	188,984,140	(11,346,160)	349,792,221
Development-in-progress	3,346,983	5,990	1,591,675	46,902,702	-	51,847,350
Funded residents' security deposits	-	194,259	702,910	721,544	-	1,618,713
Deposits	668,441	99,732	19,265	93,096	-	880,534
Development-in-progress - MPDU resale initiative	-	284,784	-	-	-	284,784
Loan receivable - affiliates	16,393,112	-	5,180,392	7,374	(21,580,878)	-
Investment in organizations	5,485,702	-	-	-	(4,733,197)	752,505
Tax credit fees, net	-	-	5,680	360,241	-	365,921
Other assets	-	-	855,842	2,562,771	-	3,418,613
Right-of-use asset	1,117,091	-	-	761,807	-	1,878,898
Total assets	$ 54,935,349	$ 24,201,589	$ 186,584,367	$ 254,596,384	$ (49,928,051)	$ 470,389,638

Montgomery Housing Partnership, Inc. and Its Subsidiaries and Affiliates

Consolidating Statement of Financial Position
December 31, 2023

LIABILITIES	MHP, Inc.	MHP Scattered Site, Inc.	Wholly Owned Properties*	LP Properties^	Eliminations	2023 Consolidated
Accounts payable and accrued expenses	$ 630,103	$ 84,706	$ 1,132,769	$ 1,379,618	$ (1,023,977)	$ 2,203,219
Accounts payable - construction	128,668	-	206,797	22,057,513	(1,029,147)	21,363,831
Accrued interest payable	156,122	180,752	4,459,169	5,988,967	(3,994,879)	6,790,131
Due to subsidiary and affiliates	-	-	1,657,804	303,249	(1,961,053)	-
Prepaid rents	-	30,612	141,506	231,783	-	403,901
Deferred revenue	519,885	-	271,287	928,956	(427,099)	1,293,029
Deferred development fee revenue	-	-	84,413	4,946,943	(5,031,356)	-
Residents' security deposits	-	178,548	644,899	724,556	-	1,548,003
Other liabilities	-	-	-	756,352	-	756,352
Lease liability	1,117,091	-	-	761,807	-	1,878,898
Secured notes payable	-	21,172,700	170,449,285	232,133,097	(17,351,532)	406,403,550
Unsecured notes payable	10,357,232	831,068	1,265,650	-	(873,100)	11,580,850
Total liabilities	12,909,101	22,478,386	180,313,579	270,212,841	(31,692,143)	454,221,764
Commitments and contingencies	-	-	-	-	-	-
Net assets without donor restrictions	39,888,013	1,723,203	6,270,788	(29,800,271)	(18,235,908)	(154,175)
Net assets with donor restrictions	2,138,235	-	-	-	-	2,138,235
Noncontrolling interest	-	-	-	14,183,814	-	14,183,814
	$ 54,935,349	$ 24,201,589	$ 186,584,367	$ 254,596,384	$ (49,928,051)	$ 470,389,638

* - Properties included in column are: Blair Park Apartments, L.P., MHP TPP, LLC, MHP Town Centre, Inc., MHP DRHC, Inc., MHP Edinburgh House, Inc., MHP Landing's Edge, Inc., MHP Bealls, Inc., MHP Flower-Maple, LLC, MHP Parkview Towers, LLC, MHP MPDU Rental, Inc., MHP 610-614 SSA, LLC, MHP North Frederick Avenue, LLC, MHP Parkview Towers, Inc., MHP Forest Glen, LLC, MHP Hillwood Manor, LLC, Great Hope Homes 2001, L.P., Greenwood Terrace Apartments L.P., MHP Worthington Woods LLC, MHP Crescent Park Village LLC, MHP Franklin LLC, and Rollingwood Venture LP.

^ - Properties included in column are: Pembridge Square Apartments, L.P., MHP Maple Towers, LLC, MHP Edinburgh House LP, MHP Halpine LP, MHP Parkview Towers, LP, Beall's Grant Apartments LLC, MHP Parkview Manor LLC, Silver Spring Library Residences LP, 515 Thayer LLC, MHP Colonnade LLC, MHP North Frederick Owner LLC, MHP WW Apartments LLC, MHP Forest Glen 4 LP and MHP Forest Glen 9 LP.

See Independent Auditor's Report.

Montgomery Housing Partnership, Inc. and Its Subsidiaries and Affiliates

Consolidating Statement of Activities
Year Ended December 31, 2024
(With Summarized Comparative Information at December 31, 2023)

	MHP, Inc.	MHP Scattered Site, Inc.	Wholly Owned Properties*	LP Properties^	Eliminations	2024 Consolidated	2023 Consolidated
REVENUE							
Rental revenue, net	$ -	$ 3,938,124	$ 19,916,065	$ 16,230,377	$ -	$ 40,084,566	$ 38,726,532
Grants	4,094,517	-	-	25,000	-	4,119,517	2,239,523
Cash contributions	948,123	-	-	-	-	948,123	1,698,040
Development fees	9,888,203	-	-	-	(2,708,408)	7,179,795	6,471,722
Asset and incentive management fees	2,240,180	-	-	-	(2,240,180)	-	-
Interest and dividend income	1,414,542	169,820	1,101,968	247,099	(1,821,895)	1,111,534	974,952
Special events	57,792	-	-	-	-	57,792	73,355
Other income	-	50,576	447,718	407,799	30,008	936,101	1,103,939
Total revenue	18,643,357	4,158,520	21,465,751	16,910,275	(6,740,475)	54,437,428	51,288,063

Montgomery Housing Partnership, Inc. and Its Subsidiaries and Affiliates

Consolidating Statement of Activities
Year Ended December 31, 2024
(With Summarized Comparative Information at December 31, 2023)

EXPENSES	MHP, Inc.	MHP Scattered Site, Inc.	Wholly Owned Properties*	LP Properties^	Eliminations	2024 Consolidated	2023 Consolidated
Administrative	$ 781,129	$ 425,106	$ 2,219,745	$ 2,281,057	$ (87,203)	$ 5,619,834	$ 4,786,179
Salaries and benefits	5,611,661	481,506	448,770	269,149	-	6,811,086	6,197,125
Rent expense	233,910	-	-	-	-	233,910	239,741
Other	1,056,091	-	-	-	-	1,056,091	1,117,945
Professional services	856,176	-	-	-	-	856,176	812,296
Fundraising events	93,235	-	-	-	-	93,235	65,509
Utilities	1,162	239,378	1,792,730	2,052,937	-	4,086,207	3,983,974
Operating and maintenance	2,602	797,854	4,564,481	3,964,272	-	9,329,209	7,941,523
Taxes	-	177,551	635,732	680,146	-	1,493,429	1,297,515
Insurance	35,838	130,664	777,179	651,163	-	1,594,844	1,471,619
Interest	562,245	703,733	8,258,198	8,088,925	(1,168,390)	16,444,711	16,376,302
Other financial expenses	-	585,905	3,029,492	1,122,289	(2,072,227)	2,665,459	1,656,001
Management fees	-	127,737	482,616	592,499	-	1,202,852	1,160,666
Depreciation and amortization	8,791	662,716	4,645,485	6,657,964	(251,750)	11,723,206	11,836,910
Total expenses	9,242,840	4,332,150	26,854,428	26,360,401	(3,579,570)	63,210,249	58,943,305
CHANGE IN NET ASSETS	$ 9,400,517	$ (173,630)	$ (5,388,677)	$ (9,450,126)	$ (3,160,905)	$ (8,772,821)	$ (7,655,242)

* - Properties included in column are: Blair Park Apartments, L.P., MHP TPP, LLC, MHP Town Centre, Inc., MHP DRHC, Inc., MHP Edinburgh House, Inc., MHP Landing's Edge, Inc., MHP Bealls, Inc., MHP Flower-Maple, LLC, MHP Parkview Towers, LLC, MHP MPDU Rental, Inc., MHP 610-614 SSA, LLC, MHP North Frederick Avenue, LLC, MHP Parkview Towers, Inc., MHP Forest Glen, LLC, MHP Hillwood Manor, LLC, Great Hope Homes 2001, L.P., Greenwood Terrace Apartments L.P., MHP Worthington Woods LLC, MHP Crescent Park Village LLC, MHP Franklin LLC, and Rollingwood Venture LP.

^ - Properties included in column are: Pembridge Square Apartments, L.P., MHP Maple Towers, LLC, MHP Edinburgh House LP, MHP Halpine LP, MHP Parkview Towers, LP, Beall's Grant Apartments LLC, MHP Parkview Manor LLC, Silver Spring Library Residences LP, 515 Thayer LLC, MHP Colonnade LLC, MHP North Frederick Owner LLC, MHP WW Apartments LLC, MHP Forest Glen 4 LP, MHP Forest Glen 9 LP, MHP Nebel 4 LLC and MHP Nebel 9 LLC.

See Independent Auditor's Report.

Montgomery Housing Partnership, Inc. and Its Subsidiaries and Affiliates

Consolidating Statement of Activities
Year Ended December 31, 2023

	MHP, Inc.	MHP Scattered Site, Inc.	Wholly Owned Properties*	LP Properties^	Eliminations	2023 Consolidated
REVENUE						
Rental revenue, net	$ -	$ 3,617,293	$ 21,823,256	$ 13,285,983	$ -	$ 38,726,532
Grants	2,214,523	-	-	25,000	-	2,239,523
Cash contributions	1,698,040	-	-	-	-	1,698,040
Development fees	4,285,426	-	-	-	2,186,296	6,471,722
Asset and incentive management fees	1,662,349	-	-	-	(1,662,349)	-
Interest and dividend income	1,644,954	41,931	972,564	162,979	(1,847,476)	974,952
Resident social program fees	-	-	-	-	-	-
Special events	73,355	-	-	-	-	73,355
Gain from forgiveness of long-term debt	-	-	-	-	-	-
Other income	-	26,726	698,529	378,684	-	1,103,939
Total revenue	11,578,647	3,685,950	23,494,349	13,852,646	(1,323,529)	51,288,063

Montgomery Housing Partnership, Inc. and Its Subsidiaries and Affiliates

Consolidating Statement of Activities
Year Ended December 31, 2023

EXPENSES	MHP, Inc.	MHP Scattered Site, Inc.	Wholly Owned Properties*	LP Properties^	Eliminations	2023 Consolidated
Administrative	676,608	195,618	2,433,007	1,643,333	(162,387)	4,786,179
Salaries and benefits	4,834,906	481,079	639,516	241,624	-	6,197,125
Rent expense	239,741	-	-	-	-	239,741
Other	1,117,945	-	-	-	-	1,117,945
Professional services	812,296	-	-	-	-	812,296
Fundraising events	65,509	-	-	-	-	65,509
Utilities	-	220,851	2,097,080	1,666,043	-	3,983,974
Operating and maintenance	10,006	611,392	4,257,879	3,035,890	26,356	7,941,523
Taxes	-	169,099	555,068	573,348	-	1,297,515
Insurance	26,625	119,234	763,691	562,069	-	1,471,619
Interest	779,229	752,865	10,699,093	5,560,277	(1,415,162)	16,376,302
Other financial expenses	-	322,765	1,763,340	1,199,814	(1,629,918)	1,656,001
Management fees	-	126,104	520,527	514,035	-	1,160,666
Depreciation and amortization	1,825	638,783	5,279,360	6,145,385	(228,443)	11,836,910
Total expenses	8,564,690	3,637,790	29,008,561	21,141,818	(3,409,554)	58,943,305
CHANGE IN NET ASSETS	$ 3,013,957	$ 48,160	$ (5,514,212)	$ (7,289,172)	$ 2,086,025	$ (7,655,242)

* - Properties included in column are: Blair Park Apartments, L.P., MHP TPP, LLC, MHP Town Centre, Inc., MHP DRHC, Inc., MHP Edinburgh House, Inc., MHP Landing's Edge, Inc., MHP Bealls, Inc., MHP Flower-Maple, LLC, MHP Parkview Towers, LLC, MHP MPDU Rental, Inc., MHP 610-614 SSA, LLC, MHP North Frederick Avenue, LLC, MHP Parkview Towers, Inc., MHP Forest Glen, LLC, MHP Hillwood Manor, LLC, Great Hope Homes 2001, L.P., Greenwood Terrace Apartments L.P., MHP Worthington Woods LLC, MHP Crescent Park Village LLC, MHP Franklin LLC, and Rollingwood Venture LP.

^ - Properties included in column are: Pembridge Square Apartments, L.P., MHP Maple Towers, LLC, MHP Edinburgh House LP, MHP Halpine LP, MHP Parkview Towers, LP, Beall's Grant Apartments LLC, MHP Parkview Manor LLC, Silver Spring Library Residences LP, 515 Thayer LLC, MHP Colonnade LLC, MHP North Frederick Owner LLC, MHP WW Apartments LLC, MHP Forest Glen 4 LP and MHP Forest Glen 9 LP.

See Independent Auditor's Report.

Montgomery Housing Partnership, Inc. and Its Subsidiaries and Affiliates

Consolidating Statement of Changes in Net Assets
Year Ended December 31, 2024

	Net assets without donor restrictions								Net assets with donor restrictions	Net assets
	Controlling						Noncontrolling	Total	Controlling	Total
	MHP, Inc.	MHP Scattered Site, Inc.	Wholly Owned Properties*	LP Properties ^	Eliminations	Subtotal	MHP, Inc.		MHP, Inc.	
Beginning balance, January 1, 2024	$ 39,888,013	$ 1,723,203	$ 6,270,788	$ (29,800,271)	$ (18,235,908)	$ (154,175)	$ 14,183,814	$ 14,029,639	$ 2,138,235	$ 16,167,874
Capital contributions from controlling interest	-	-	50,000	128,950	(178,950)	-	-	-	-	-
Capital contributions from noncontrolling interests	-	-	-	-	-	-	18,851,023	18,851,023	-	18,851,023
Distributions to controlling interests	-	-	(791,190)	(189,266)	980,456	-	-	-	-	-
Distributions to noncontrolling interests	-	-	-	-	-	-	(37,342)	(37,342)	-	(37,342)
Syndication costs	-	-	-	-	-	-	(198,302)	(198,302)	-	(198,302)
Excess of revenue over expenses (expenses over revenue)	10,187,656	(173,630)	(5,388,677)	(804,943)	(3,160,905)	659,501	(8,645,183)	(7,985,682)	(787,139)	(8,772,821)
Ending balance, December 31, 2024	$ 50,075,669	$ 1,549,573	$ 140,921	$ (30,665,530)	$ (20,595,307)	$ 505,326	$ 24,154,010	$ 24,659,336	$ 1,351,096	$ 26,010,432

* Properties included in column are: Blair Park Apartments, L.P., MHP TPP, LLC, MHP Town Centre, Inc., MHP DRHC, Inc., MHP Edinburgh House, Inc., MHP Landing's Edge, Inc., MHP Bealls, Inc., MHP Flower-Maple, LLC, MHP Parkview Towers, LLC, MHP MPDU Rental, Inc., MHP 610-614 SSA, LLC, MHP North Frederick Avenue, LLC, MHP Parkview Towers, Inc., MHP Forest Glen, LLC, MHP Hillwood Manor, LLC, Great Hope Homes 2001, L.P., Greenwood Terrace Apartments L.P., MHP Worthington Woods LLC, MHP Crescent Park Village LLC, MHP Franklin LLC, and Rollingwood Venture LP.

^ Properties included in column are: Pembridge Square Apartments, L.P., MHP Maple Towers, LLC, MHP Edinburgh House LP, MHP Halpine LP, MHP Parkview Towers, LP, Beall's Grant Apartments LLC, MHP Parkview Manor LLC, Silver Spring Library Residences LP, 515 Thayer LLC, MHP Colonnade LLC, MHP North Frederick Owner LLC, MHP WW Apartments LLC, MHP Forest Glen 4 LP, MHP Forest Glen 9 LP, MHP Nebel 4 LLC and MHP Nebel 9 LLC.

See Independent Auditor's Report.

Montgomery Housing Partnership, Inc. and Its Subsidiaries and Affiliates

NeighborWorks America Capital Grant Funds
Year Ended December 31, 2024

Schedule of Financial Position of NeighborWorks America Funds
Montgomery Housing Partnership, Inc.
December 31, 2024

During the year ended December 31, 2024, MHP received various grants, totaling $676,500.

		With donor restrictions		
	Without donor restrictions	With donor restrictions (temporary)	Restricted in perpetuity	Total
Cash	$ 4,533,320	$ 172,500	$ -	$ 4,705,820
Notes receivable	3,703,103	-	-	3,703,103
Investments	700,000	-	-	700,000
Total assets	$ 8,936,423	$ 172,500	$ -	$ 9,108,923
Net assets	$ 8,936,423	$ 172,500	$ -	$ 9,108,923
Total liabilities and net assets	$ 8,936,423	$ 172,500	$ -	$ 9,108,923

See Independent Auditor's Report.

Montgomery Housing Partnership, Inc. and Its Subsidiaries and Affiliates

NeighborWorks America Capital Grant Funds
Year Ended December 31, 2024

Schedule of NeighborWorks America Activity
Montgomery Housing Partnership, Inc.
For the Year Ended December 31, 2024

		With donor restrictions		
	Without donor restrictions	With donor restrictions (temporary)	Restricted in perpetuity	Total
Grants	$ 512,000	$ 164,500	$ -	$ 676,500
Net assets released from restrictions	165,500	(165,500)	-	-
Total revenues	677,500	(1,000)	-	676,500
Expenses				
General and administrative	-	-	-	-
Total expenses	-	-	-	-
Change in net assets	677,500	(1,000)	-	676,500
Beginning net assets	8,258,923	173,500	-	8,432,423
Ending net assets	$ 8,936,423	$ 172,500	$ -	$ 9,108,923

See Independent Auditor's Report.

CohnReznick

Independent Member of Nexia

cohnreznick.com

Cornerstone Montgomery, Inc.

FY27 Community Development Block Grant (CDBG)

Cornerstone Montgomery

Ms Maggie Sugrue

Ms Maggie Sugrue

2 Taft Court
Suite 200
Rockville, MD 20850

maggie.sugrue@cornerstonemontgomery.org
O: 301-715-3673

Application Form

Applicant Information and Request Amount

Project Name*
Legal name of Applicant/Organization

Cornerstone Montgomery, Inc.

Federal I.D. Number*
52-0937199

Type of Organization*
Nonprofit

501(c)(3) Status
If you are a nonprofit organization, upload an Internal Revenue Service letter granting non-profit status 501(c)(3).

1. IRS Approval Letter_CMI.pdf

Address*
2 Taft Court, #200

Contact Person*
Provide a name and job title.

Maggie Sugrue

Contact Person - Telephone Number*
3017153673

Contact Person - E-mail*
maggie.sugrue@cornerstonemontgomery.org

Project Title*
Taft Building Renovations

Amount of CDBG Funds Requested*
$179,856.00

Amount of Total Project Budget*
$197,841.00

Would you like to collaborate on this application with another person? If yes, follow the instructions below.

Once you have started a request you will see the Collaborate button at the top of the page. This can be used to invite other people to work on this request.

- From the Collaborate pop up, enter the email address of the person you would like to invite,
- Set the Permission you would like the collaborator to have, either View, Edit, or Submit.
- And lastly, include a message and select Invite.

An email will be sent to the collaborator containing your message, their username, and a link to the logon page.

After logging into the system, the collaborator will see this request under the Collaboration Requests tab of their Applicant Dashboard. Here they can select the edit form link and start collaborating on the document. The Collaborator will have access to all forms within the request that have been assigned to the original applicant.

Project Description and Need

Project Description*
Provide a *brief* summary of your project. Describe: WHAT you will do, WHO you will serve, WHY the project is needed, WHERE you will do it, and WHAT activities you will fund with CDBG. *(NOTE: More information is requested later; this space is for a brief overview of your project.)*

Cornerstone Montgomery seeks support to maintain a critical facility, the Taft Building, that houses essential behavioral health services for more than 3,000 individuals annually across Montgomery, Calvert, Charles, and St. Mary's counties. While Cornerstone Montgomery owns the Taft Building, it rents the first floor to InterFaith Works who uses the space to operate the InterFaith Works Women's Center at Taft Court (IWWC-Taft). Cornerstone Montgomery respectfully requests funding to remove and replace aging, damaged, and deteriorating flooring and windows in the Taft building to include the IWWC-Taft shelter.

This building serves as the backbone of our continuum of care, providing safe, welcoming space for outpatient clinics, vocational programs, residential rehabilitation, crisis stabilization, and case management. Without this facility, there would be no safety net for some of the community's most vulnerable residents—individuals living with serious mental illness, co-occurring substance use disorders, and housing instability.

Investing in this facility is not about flooring and windows. It is about safeguarding access to integrated, evidence-based care for thousands of Montgomery County and City of Rockville residents. Safe, updated flooring and new, undamaged windows will ensure that individuals in crisis have a trusted place to turn, that recovery programs remain uninterrupted, and that hope continues to have a home in our community.

Project Need*

What unmet need(s) will your project address? How did you determine that this need exists? You must provide data that quantifies the need to receive full points for Need in the scoring criteria (e.g., number of units, physical needs assessment data, photographs).

Our project addresses the persistent shortage of accessible, integrated behavioral health services by investing in the primary facility that enables Cornerstone Montgomery to provide behavioral health care and InterFaith Works to operate its Women's Center. At Cornerstone, needs are quantified through annual client surveys, data from our certified electronic health record system, and required county/state reporting. Trends show steadily rising demand for mental health and crisis services, with long waitlists and hospital and school referrals underscoring the urgency. Demand consistently exceeds capacity, especially for transition-age youth, adults with chronic mental illness, and individuals experiencing housing insecurity. In FY25, Cornerstone served 3,000 individuals; Residential Rehabilitation programs maintained hospitalization rates below 5%, and vocational programs placed nearly 200 people in competitive jobs. Without a stable facility, thousands risk losing access to life-saving care, housing supports, and pathways to recovery and independence.

The IW Women's Center at Taft Court (IWWC-Taft) is a low-barrier, housing-focused emergency shelter serving women experiencing homelessness. It operates 40 beds, expanding to 50 during hypothermia season (Nov–Mar). The County plans to merge IWWC-Taft with IW's Crabbs Branch site in spring 2026, creating a 70-bed facility for women. Clients receive basic needs, case management, and access to medical, behavioral health, vocational, and legal services that facilitate rapid exits to permanent housing. IWWC-Taft serves 153 women annually, all earning below 200% of the Federal Poverty Level. Most face behavioral health challenges, chronic illness, domestic violence, limited education or English proficiency, chronic homelessness, and lack of family support. The need for IW's services continues to grow as more women seek emergency shelter and critical support.

Project Need Attachments

Please compile attachments (including photos) into one pdf, doc or docx file. *If the attachments exceed the maximum file size, send them to Chuck Dunn, cdunn@rockvillemd.gov.*

Project Need Attachments.pdf

Location of Project*

Where will this project be physically located? For projects, provide the address of the project; for programs, state the location from which the program will be operated. *Project activities should take place within the corporate limits of the City of Rockville.*

This project is located at 2 Taft Court in Rockville, Maryland.

Location of Project - Historic District*

Will this project be located in one of Rockville's Historic Districts? View the map of Rockville Historic Districts.

No

Service Area*

Is there a primary service area(s) for this project?

No

Service Area - Description

If you selected "yes" to the previous question, briefly describe the boundaries of the service area (e.g. by streets, neighborhoods, or census tracts). Answering "no" signifies that services are provided citywide without regard to location.

Cornerstone Montgomery serves residents in Calvert, Charles, Montgomery, and St. Mary's counties. 70% of those served by Cornerstone Montgomery are residents of Montgomery County.

Service Area - Outside City of Rockville

If some people served come from outside the City of Rockville, please provide a breakdown of Rockville residents versus non-Rockville residents.

Currently, Cornerstone Montgomery serves 1,347 city of Rockville residents, including a 50 bed shelter managed by Interfaith Works (IW) located in the Taft building that is owned by Cornerstone Montgomery. The shelter serves 153 women annually, all of whom are homeless and earn less than 200% of the Federal Poverty Level.

Number Served*

Estimate the total number of people or households who will directly benefit from this project.

3000

Number LMI Served*

Estimate the total number of low- and moderate-income people or households who will directly benefit from this project. *See pg. 4 of the **APPLICATION INSTRUCTIONS** for the definition of "low- and moderate-income ("LMI")."*

2957

Percentage LMI Served*

What percentage of the total people or households served are expected to be of low- and moderate-income. *See pg. 4 of the **APPLICATION INSTRUCTIONS** for the definition of "low- and moderate-income ("LMI")."*

98

Identify the source of your estimates*

Cornerstone Montgomery clients self-report income and are among the most vulnerable in the community, including adults and transition-age youth experiencing serious and persistent mental illness, co-occurring substance use disorders, and housing instability. Many rely on public assistance or entitlements to meet their basic needs.

IWWC serves adult women experiencing homelessness in Montgomery County. All are determined by the Crisis Center to be individuals with low or no income.

Recruitment/Referral Process*

Describe how beneficiaries will be recruited or referred to the project or program.

Cornerstone has partnerships with 300 nonprofits, employers, hospitals, business mentors and educational institutions, 100 volunteers, and more than 300 staff.

Key referral partners include: Interfaith Works, JSSA, Maryland Treatment Centers, Maryland Department of Education Division of Rehabilitation Services, Montgomery County Department of Health and Human Services, National Alliance on Mental Illness, National Council for Mental Wellbeing, Avery Road Treatment Center, Jude House, St.Mary's County Substance Abuse Services, Legal Aid Bureau.

IWWC-Taft is one of Montgomery's only two year-round, low barrier, emergency shelters exclusively for women. Montgomery County residents who are single adults experiencing homelessness without minor children should call the Montgomery County Crisis Center for a referral for emergency shelter. The Montgomery County Crisis Center is available 24 hours a day, 365 days a year for those needing emergency shelter and homeless-related resources.

Eligibility Process*

Describe how you will determine eligibility for the program and document that at least 70 percent of the housing units are occupied by LMI households or that 70 percent of the program's beneficiaries have low- or moderate-incomes, as defined by HUD.

This project requests funding to replace floors and windows in the Taft building which is owned by Cornerstone Montgomery. The first floor of this building is rented to Interfaith Works to operate IWWC-Taft.

Eligibility for the IWWC-Taft emergency shelter program is determined by the diversion team at the Montgomery County Crisis Center, which conducts screenings and makes referrals. IWWC serves adult women experiencing homelessness in Montgomery County. These women must have lost housing in Montgomery County. All are determined by the Crisis Center to be individuals with low or no income.

Cornerstone Montgomery serves adults and at-risk transition age youth experiencing serious and persistent mental illness, behavioral disorders, and co-occurring substance abuse disorders and accepts referrals from IWWC-Taft. The vast majority of people served receive benefits/entitlements and/or other public assistance and are very low to low income.

Project Goals*

List the specific goals that you hope to achieve through this project; goals should be quantitative and measurable in nature. *The activity should have clearly stated goals and evaluation criteria that are specific, measurable, and realistic.*

Goal 1: Within 12 months of receiving funding, remove and replace deteriorating flooring and in the IWWC-Taft shelter on the first floor of the Taft building to maintain a safe, stable facility for behavioral health services as measured by continued service delivery, provision of core programs and number of clients served annually.

Goal 2: Within 12 months of receiving funding, remove and replace 13 damaged windows in the Taft building to maintain a safe, stable facility for behavioral health services as measured by continued service delivery, provision of core programs, and number of clients served annually.

Action Plan

Quarterly Schedule: Any CDBG funds awarded should be fully expended within a 12-month period. *The activity should have a clear plan of action that is consistent with the budget and that demonstrates that the applicant has the capacity to implement the proposed plan.*

Describe the implementation plan for the project by listing a quarterly schedule of key activities / milestones and the corresponding draw down of CDBG funds in the following questions:

First Quarter - Key Activities*

List key tasks and milestones during the quarter. Write N/A, if no activities are planning during the quarter.

1. Publish formal bid requests for flooring and replacement of windows
2. Select vendor(s) to replace flooring and windows
3. Work with IWWC-Taft on shelter relocation plan during renovations

Second Quarter - Key Activities*

List key tasks and milestones during the quarter. Write N/A, if no activities are planning during the quarter.

1. IWWC-Taft will execute temporary shelter relocation plan
2. Replace all flooring and windows in Taft building

Third Quarter - Key Activities*

List key tasks and milestones during the quarter. Write N/A, if no activities are planning during the quarter.

n/a

Fourth Quarter - Key Activities*

List key tasks and milestones during the quarter. Write N/A, if no activities are planning during the quarter.

n/a

First Quarter - $ Draw Down*

Estimate the draw down of CDBG funds in the quarter.

$0.00

Second Quarter - $ Draw Down*

Estimate the draw down of CDBG funds in the quarter.

$179,856.00

Third Quarter - $ Draw Down*

Estimate the draw down of CDBG funds in the quarter.

$0.00

Fourth Quarter - $ Draw Down*

Estimate the draw down of CDBG funds in the quarter.

$0.00

Budget and Leveraging

Project Budget Form*

1. Download the Budget Form (doc file).
2. Fill out the budget form and save it. Instructions are provided on page 1 of the packet.
3. Upload the completed form using the "upload a file" button below.

CDBG Application Budget Form_Final.docx

Expenditure Details*

Describe in detail types of expenditures CDBG will fund (i.e., labor, materials, etc.).

Cornerstone Montgomery requests that CDBG funds will fund windows at a cost of $18,758.00 and flooring at a cost of $161,098.00.

Cost Estimate Details*

How did you determine the cost estimates included in the CDBG Project Budget Form?

Cornerstone Montgomery has been assessing the need for floor upgrades and window replacements since 2023. Throughout this process, we have consulted multiple construction and renovation contractors to obtain competitive bids. The cost estimates included in the CDBG project budget reflect the actual bid received and represent a realistic and researched projection of the expenses required to complete the proposed work.

Cost Estimate Details - Attachments

Upload any supporting documents for your cost estimates (including bids, research or past documentation for previous projects).

Floor and Window Proposal (1).pdf

Davis-Bacon Labor Standards and Wages*

If you propose construction, rehabilitation, or acquisition activities, are the construction estimates incorporated into the project budget inclusive Davis-Bacon Labor Standards and Wages?

Yes

Site Ownership*

If you propose construction, rehabilitation, or acquisition activities, does your organization own the property or site?

Yes

Site Ownership or Lease Agreement

Evidence of site control.

- If yes to the previous question, provide evidence of ownership (deed and property tax records).
- If no to the previous question, provide a copy of the lease agreement and letter from the owner confirming the proposed activities are permitted and acceptable.

2 Taft Ct Recorded Deed.pdf

Land Use/Zoning*

If you propose construction, rehabilitation, or acquisition activities, does the project require a land use and/or zoning change?

No

Land Use/Zoning - Details

If yes to the previous question, explain below.

Partial Funding*

In the past, the City has often provided partial funding for multiple projects instead of full funding for a few projects so that it could address numerous requests. Please describe, in detail, the specific changes that you will make to your project or scope of services if your project is partially funded.

If partial funding is awarded, Cornerstone Montgomery will adjust the project to work within the amount of funding awarded. Cornerstone will prioritize replacing the flooring on the first floor of the Taft building, as opposed to replacing the flooring in the entire building, and will reduce the number of windows to be replaced.

Prior CDBG Funding*

List any prior CDBG grants received for this project and include the following information:

- Source (Montgomery County or the City of Rockville)
- Year of the grant
- Grant amount
- Description of the activities funded

If your project has not received any CDBG funding, write in N/A.

N/A

Leveraging*

Have you applied for funding from other sources for this project?

No

Leveraging Details*

- If yes to the previous question, to what entities have you applied? Indicate whether the funding is approved, pending or denied.
- If no to the previous question, why haven't you applied for other funding?

Cornerstone Montgomery is prepared to apply for additional funding, but has not pursued other funding sources for this project at this time.

Leveraged Funds #1

For approved funds, provide a copy of each commitment or award letter.

Leveraged Funds #2

For approved funds, provide a copy of each commitment or award letter.

Leveraged Funds #3

For approved funds, provide a copy of each commitment or award letter.

Volunteer or In-kind Contributions

If you will use volunteers or in-kind contributions for this project, please explain how:

Long-term Sustainability*

Explain, in detail, your long-term sustainability plan for this project. If you are proposing rehabilitation or construction activities, describe your long-term operation and maintenance plans for the project, including your plan to keep the housing affordable for LMI households (i.e., source of subsidy). If you are proposing a program, describe your plan for operating this program once CDBG funds are no longer available.

Cornerstone Montgomery uses a comprehensive fundraising and outreach strategy to ensure a fiscally sound organization; and, also one committed to long-term sustainability. The organization's revenue is comprised of private and government grants, contracts, individual contributions, corporate sponsorships, individual contributions and in-kind support. In addition, Cornerstone's Board of Directors help to fundraise on behalf of the organization, and actively participate in critical development activities.

Cornerstone Montgomery recently went through its strategic planning process with stakeholders to identify priorities and goals for 2025-2027. One of the three identified priorities is to emphasize Infrastructure and Health. In order to position Cornerstone for long-term sustainability and scalability, leadership is committed to investing in strengthening infrastructure. This includes Cornerstone's building maintenance and safety. Leadership also recognizes that a strong and healthy infrastructure will help Cornerstone lead and remain competitive in preparation for possible CCBHC implementation in Maryland.

Furthermore, Cornerstone Montgomery continues to seek funding from individual donors, corporate partners and family foundations to support this project and other key initiatives including proceeds from an annual special event. Since fundraising is a portion of the sustainability required to maintain operations, Cornerstone Montgomery leverages relationships with other partners by co-locating offerings at different sites, using media for marketing efforts, and ensuring strong internal financial controls.

Key Staff and Partnerships

Key Staff Instructions: Provide the name and list of information below for each key staff person who is responsible for carrying out your program's CDBG action plan.

Name - Key Staff #1*

Marisa Gillum

Project Role - Key Staff #1*

List the following information about the staff member:

- Number of years with the organization
- Percentage of time to be devoted to the project
- Job responsibilities/experience relevant to proposed project

Marisa Gillum will serve as the Project Manager for this project, devoting 2% of her time. Ms. Gillum joined Cornerstone Montgomery in 2015 as the Chief Administrative and Compliance Officer and is responsible for

the overall management of an organization's administrative operations including compliance, facilities, IT, training, and legal matters. Ms. Gillum's extensive experience in nonprofit management spans program and administrative operations, government grants, and contract management.

Name - Key Staff #2

Project Role - Key Staff #2

List the following information about the staff member:

- Number of years with the organization
- Percentage of time to be devoted to the project
- Job responsibilities/experience relevant to proposed project

Name - Key Staff #3

Project Role - Key Staff #3

List the following information about the staff member:

- Number of years with the organization
- Percentage of time to be devoted to the project
- Job responsibilities/experience relevant to proposed project

Additional Staff

Provide a list of additional staff and their role for this project.

Partnerships*

Will you enter into a partnership with any other organization(s) to undertake this project?

No

Partnership Details

If "yes," please list the organization(s) and its contribution(s).

Experience and Organizational Capacity

Organization's Mission*

Describe your organization's mission and how the proposed project fits in with your organization's mission and current activities.

For over 50 years Cornerstone Montgomery has provided exceptional behavioral health services to individuals and families in need. At the heart of our work is our mission to "empower people living with mental health and substance use disorders to thrive in their community through collaboration, treatment, education, and advocacy."

Cornerstone Montgomery's approach to behavioral health is deeply rooted in a commitment to providing person-centered, recovery-focused care. This project requests funding for the replacement of deteriorating floors and windows in the Taft building, which is owned by Cornerstone Montgomery. The first floor of this building is rented to Interfaith Works to operate IWWC-Taft. IWWC-Taft serves 153 women annually, all of whom are homeless. The need for Cornerstone and IW services is increasing with more people looking for critical resources and assistance.

Organization's Founding Date*

List the date or year your organization was established.

1971

Number of Full-time Staff*

Number of full-time paid staff in your organization.

380

Number of Part-time Staff*

Number of part-time paid staff in your organization.

30

Organizational Chart*

Provide a copy of your current Organizational Chart.

ORG CHART.pdf

New Staff*

Will a consultant(s) or contract staff be hired to help implement the project?

No

Number of NEW Full-time Staff*

Number of new staff who will be hired to work on the project, if funded.

0

Number of NEW Part-time Staff*

Number of new staff who will be hired to work on the project, if funded.

0

New Staff - Details

If “yes,” please explain the services the consultant or contract staff will offer (**NOTE:** If the project is funded, any subcontracts entered into are subject to approval by the City of Rockville Department of Housing and Community Development):

County or City Funding*

Do you currently receive, or are you applying for funding through other County or City agencies?

Yes

County or City Funding - Details

If “yes,” provide information on the activity, the amount, and what agency:

Montgomery County Government Contracts include:
$161,648 - Youth In Transition Program
$202,556 - Housing Support
$121,756 - Case Management
$614,146 - Residential Rehabilitation Program for Adults
$90,774 - HIP
$174,496 - Outpatient Medical Clinic

Organization Budget*

Attach a copy of your organization’s annual budget for the current year.

FY 2026 Budget Summary.xlsx

Organization Audit*

Attach a copy of the organization’s most recent audit.

Draft FY23 Audited Combined Statements.pdf

Past Performance*

Have you received CDBG funds for a project of similar activities, size, and complexity in the past? (If no, skip next 3 questions)

No

Past Performance - Project Description

If yes to the "past performance" question, which project(s) and what year(s)?

Past Performance - Project Time

If yes to the "past performance" question, did you expend CDBG funds in a timely manner?

Past Performance - Project Goals

If yes to the "past performance" question, did you meet performance goals for the project?

Past Performance - Non-CDBG Projects

If No to the "past performance" question, describe a past project of similar activities, size, and complexity where your organization used local, state, or Federal funding. Describe whether you met expenditure deadlines, performance measures, and compliance requirements, such as Davis Bacon or Section 3.

In FY24, Cornerstone was awarded two Cost Sharing Capital Grants to support the renovation of the Knoll Hub and three Residential Rehabilitation Program (RRP) houses. These multi-year grants totaled over $300,000.00 , reflecting funders' confidence in Cornerstone's capacity to manage complex capital projects. Cornerstone successfully met all grant requirements and deadlines, demonstrating strong project management, accountability, and the ability to deliver impactful improvements to our facilities.

Application Certification and Signature

Application Certification*

"I certify that I have reviewed this application and that, to the best of my knowledge and belief, all of the information provided in this application is true."

In lieu of a signature, provide the name and title of an authorized representative.

Quincy Inman, Development and Communication Officer

File Attachment Summary

Applicant File Uploads

- 1. IRS Approval Letter_CMI.pdf
- Project Need Attachments.pdf
- CDBG Application Budget Form_Final.docx
- Floor and Window Proposal (1).pdf
- 2 Taft Ct Recorded Deed.pdf
- ORG CHART.pdf
- FY 2026 Budget Summary.xlsx
- Draft FY23 Audited Combined Statements.pdf

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0029

In reply refer to: 4077591934
Mar. 13, 2014 LTR 4168C 0
52-0937199 000000 00
00038000
BODC: TE

CORNERSTONE MONTGOMERY INC
6040 SOUTHPORT DR
BETHESDA MD 20814-1848

001463

Employer Identification Number: 52-0937199
Person to Contact: Ms. Wiles
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Oct. 28, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in November 1971.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

Our Cornerstone Values

CDBG Project Budget Form

ORGANIZATION NAME: ___Cornerstone Montgomery, Inc._____

PROJECT NAME: _____Taft Building Renovations_____

INSTRUCTIONS

Provide the total budget of the proposed CDBG project, subdivided by activity costs.

Request only the level of CDBG funding needed to carry out the project. The grant request must be sufficient either by itself or included with other proposed funding sources to assure effective administration and completion of the proposed project within the contract period.

List the allocation of CDBG funds among project costs in the Source 1 column and the allocation of other funding sources (as well as the name and amount of the source) in the other columns.

Only complete budget line items that apply to your project. Add additional rows, if needed. If your project has more than four sources, use a second sheet budget sheet.

CDBG Project Budget Form					
Sources					
	Source 1	**Source 2**	**Source 3**	**Source 4**	**Totals**
Name of Source	**CDBG**				
Is the source firmly committed? If yes, must provide award or commitment letter		□Yes □ No	□Yes □ No	□Yes □ No	
Amount	179,856				
Uses					
Personnel	**Source 1: CDBG**	**Source 2:**	**Source 3:**	**Source 4:**	**Total**
[List job title and salary]					
[List job title and salary]					
[List job title and salary – add more lines if needed]					
Fringe Benefits					
Personnel Total					
Construction/ Rehabilitation	**Source 1: CDBG**	**Source 2:**	**Source 3:**	**Source 4:**	**Total**
Acquisition					
Architectural, Planning, and Engineering					
Fees (permits, etc.)					
Professional Services					
Construction/rehab	179,856				
Demolition					
Other					
Other					
Other					
Construction/ Rehab Total	179,856				

Program Operating Costs	Source 1: CDBG	Source 2:	Source 3:	Source 4:	Total
Supplies					
Rent/Lease					
Insurance					
Printing					
Communications (Telephone, internet, etc.)					
Travel					
Other					
Other					
Prog. Operating Total					
Project Total	179,856				

Proposal

Revised Date: 10/2/25
Date 9/28/23

To: Cornerstone Montgomery

Re: Women's shelter

Job Site Address: 2 Taft Ct Rockville Md

Scope:

- Prep work to include movement of existing furniture to allow for new flooring.
- Ceramic tile throughout the shelter – 17,000 sqft.
- Replacement of 13 windows and re-caulking the new windows
- Materials and labor are included

- **Trash disposal, punch out, clean up and final clean**.

All work to be performed with minimum interference, Monday through Friday, between 8am to 6pm, unless specified in writing by customer.

LiaNova Solutions LLC can supply a Certificate of Insurance, if necessary, for this project. This scope of work/agreement incorporates all the covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, contracts, scopes of work and understandings have been merged into this written agreement. No prior

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4133 Hayward Ave Baltimore MD 21215

contracts or understandings, verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this scope of work. Claims and requirements made in the attachments are binding unless replaced or superseded by statements or claims in the scope of work document, from which the attachments are referenced.

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4133 Hayward Ave Baltimore MD 21215

Exclusions

Change Orders

Changes to the scope of work may become necessary and both parties to this contract have the right to request changes to the original, agreed upon Scope of Work. Changes may take one of two forms. Where either your point-of-contact or LiaNova Solutions LLC is requesting a change, the request should be made in writing and submitted to the appropriate point-of-contact. If the requested change alters the base contract amount, LiaNova Solutions LLC will prepare a Change Order describing the requested change and the Dollar amount of the change. Upon authorization, LiaNova Solutions LLC will perform the work.

Where the change is requested in the field by your point-of-contact, the, LiaNova Solutions LLC lead technician will prepare a Field Change Order describing the requested change. An authorized signature must be obtained before work can be done. A copy will be given to your point-of-contact and, LiaNova Solutions LLC will price the change and include the amount as an adjustment to the base contract. LiaNova Solutions LLC will inform you as to the amount of the change.

Labor rates are quoted at standard daytime labor rates. If the customer requests overtime, weekend or evening rates, then it will require a change order. If Davis-Bacon or scale labor rates are required, then LiaNova Solutions LLC reserves the right to provide a new quotation. **LiaNova Solution may invoice for change orders separately or in conjunction with the primary invoice(s) at LiaNova Solutions option.**

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Payment & Invoicing

- 1/3 payment is due at signing proposal.
- ½ payment is due at halfway completion.
- Final payment is due at turnkey.

If the Customer fails to make payment as established in this agreement and the Seller retains a collection agency and/or an attorney to collect any unpaid amounts, the Customer assumes full liability for all reasonable collection and/or legal fees. All discounts given are fully voided if the Customer fails to make payment as established in this agreement.

ACCEPTANCE:

- **WE PROPOSE** to furnish labor complete in accordance with above specifications for the sum of:

Windows cost $ 18,758.00
Flooring cost $ 161,098.00
10% contingent $17,985.62

One hundred & ninety-seven thousand and eight hundred band forty one dollars with eighty-two cents ……. $197,841.82

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Due to the rapidly escalating cost of many electrical and construction materials, LiaNova Solutions LLC. reserves the right to adjust the price of this proposal solely to reflect such cost increases

This quote is valid for 15 days, unless extended in writing by LiaNova Solutions LLC. LiaNova Solutions LLC reserves the right to adjust the quoted price based on market fluctuations for materials purchased after 15 days from date of acceptance.

In no event shall LiaNova Solutions LLC be responsible for any indirect, incidental, special or consequential damages including loss of profits, revenue and/or data incurred by either party to this agreement or any third party resulting from the usage of products or services supplied under this purchase order.

If you have any questions or concerns about this *Proposal*, please call me for *Technical Issues* please contact:

Hector Jimenez
Owner/Operations Manager
Cell:301-357-4317
Email: hrj@lianovasolutions.com

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4133 Hayward Ave Baltimore MD 21215

On behalf of LiaNova Solutions, I appreciate the opportunity to provide an electrical solution to Cornerstone Montgomery.

Very truly
yours,

Hector R Jimenez

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ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

By signing this agreement, you acknowledge that you have read, understand, and agree to the terms and conditions stated in this proposal. You also acknowledge that you have the authority to execute this agreement and agree to these terms and conditions on behalf of the corporate entity referenced in this Proposal.

Company Name_____

Signature _____

Printed Name_____

Title_____

Date of Acceptance_____

Purchase Order #_____

LiaNova Solutions Quote No. 2-2023-taft-002

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MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BHM 52123, p. 0457, MSA_CE63_52080. Date available 06/06/2016. Printed 09/13/2016.

MONTGOMERY COUNTY, MD
APPROVED BY KC
MAY 27 2016
$ 39,450.00 RECORDATION TAX PAID
$ exempt TRANSFER TAX PAID

Property: 2 Taft Court, Rockville,
Montgomery County, Maryland 20850
Parcel Identification Number: 04-0201-03724405

Title Insurer: First American Title Insurance Company

SPECIAL WARRANTY DEED

THIS **SPECIAL WARRANTY DEED** (this "***Deed***"), is made this 26th day of May, 2016, by and between **1 & 2 TAFT LLC**, a Maryland limited liability company (the "***Grantor***"), having a mailing address of Post Office Box 126, Great Falls, Virginia 22066, and **CORNERSTONE MONTGOMERY, INC.**, a Maryland corporation (the "***Grantee***"), having a mailing address of 6040 Southport Drive, Bethesda, Maryland 20814.

WITNESSETH, that in consideration of **Four Million One Hundred Thousand and No/100 Dollars ($4,100,000.00)**, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY, with Special Warranty, unto Grantee its successors and assigns, in fee simple, the parcels of land located in Montgomery County, Maryland, described on ***Exhibit A*** attached hereto and incorporated herein by reference.

TOGETHER with all building, fixtures and other improvements located in or on such parcel of land; and

TOGETHER with all easements, rights-of-way, appurtenances, licenses and privileges belonging or appurtenant to such land; and

TOGETHER with all mineral, gas, oil and water rights, sewer rights, utility rights, and development rights now or hereafter allocated or allocable to such land; and

TOGETHER with all right, title and interest of Grantor in and to any land lying in the bed of any street, road, avenue or alley, open or closed, in front of, adjoining or servicing the above- described real property, including condemnation awards or payments in lieu thereof as a result of a change of grade, alignment or access rights.

TO HAVE AND TO HOLD all of the aforesaid property (the "***Property***") unto the use and benefit of Grantee, its successors and assigns, in fee simple forever.

This conveyance is expressly made subject to easements, covenants, conditions and restrictions of record.

GRANTOR HEREBY COVENANTS that it will warrant specially the Property; and that it will, on demand of the Grantee, its successors and assigns, execute any

FILED
CLERK OF COURT
CLERKS OFFICE
MONTGOMERY CO. MD
2016 MAY 27 AM 8:51

IMP FD SURE 40.00
RECORDING FEE 20.00
[illegible] 20,500.00
[illegible] 20,560.00
Rcpt NO06 Rcpt # 73951
DAW CA Bill # 7217
MAY 27 2016 08:48 am

20,500 - 20 40 CA

PLEASE RETURN TO
Lerch, Early & Brewer, Chartered
3 Bethesda Metro Center, Suite 460
Bethesda, Maryland 20814-5367
Attn: Judith A. Hill, Paralegal

instrument reasonably necessary for the further assurance of the title to the Property that may be required.

AND, the undersigned hereby certifies under the penalties of perjury that the actual consideration paid or to be paid for the aforegoing conveyance, including the amount of any mortgage or deed of trust assumed by the Grantee is in the amount of $4,100,000.00.

WITNESS our hands and seals the day and year first above written.

GRANTOR:

1 & 2 TAFT LLC,
a Maryland limited liability company

Witness:

BY: _____ (SEAL)
Robert S. Borris, Authorized Person

STATE OF MARYLAND :
: ss:
COUNTY OF MONTGOMERY :

I HEREBY CERTIFY THAT on this 23rd day of May, 2016, before the undersigned, a Notary Public of the State and County aforesaid, personally appeared **Robert S. Borris**, who acknowledged himself to be the Authorized Person of **1 & 2 Taft LLC**, a Maryland limited liability company, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

_____
Notary Public

MY COMMISSION EXPIRES:
9-8-2017

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BHM 52123, p. 0458, MSA_CE63_52080. Date available 06/06/2016. Printed 09/13/2016.

I HEREBY CERTIFY that this instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

Lawrence G. Lerman, Attorney

AFTER RECORDATION, PLEASE RETURN TO:

Judith A. Hill, Paralegal
Lerch, Early & Brewer, Chartered
3 Bethesda Metro Center, Suite 460
Bethesda, Maryland 20814
301-986-1300
File No. 34200.008\LGL

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BHM 52123, p. 0459, MSA_CE63_52080. Date available 06/06/2016. Printed 09/13/2016.

EXHIBIT A

LEGAL DESCRIPTION

Lot numbered 4-B in Block lettered "A" as per Plat entitled "**Ownership Plat Lots 4-A and 4-B, Block "A", an Ownership Plat of Lot 4, Block "A", Red Gate Industrial Park**", duly recorded among the Land Records of Montgomery County as Plat No. 24625, being part of Lot numbered Four (4) in Block lettered "A" in the subdivision known as "**Red Gate Industrial Park**", as per plat thereof duly recorded among the Land Records of Montgomery County in Plat Book 102, Plat 11503.

Together With the benefit of an easement established by Deed of Easement and Right of Way and Declaration of Covenants dated December 7, 1982, and recorded among the Land Records of Montgomery County in Liber 6029, folio 398 between The Mayor and City Council of Rockville and William M. Rickman.

Property: 2 Taft Court, Rockville,
Montgomery County, Maryland 20850
Parcel Identification Number: 04-0201-03724405

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BHM 52123, p. 0460, MSA_CE63_52080. Date available 06/06/2016. Printed 09/13/2016.

52123 461

MARYLAND FORM
WH-AR

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

2016

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor 1 & 2 Taft LLC, a Maryland limited liability company

2. Reasons for Exemption

Resident Status

☐ I, Transferor, am a resident of the State of Maryland.

☑ Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence

☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Name

Signature

3b. Entity Transferors

Witness/Attest

1 & 2 Taft LLC
Name of Entity

x
By

Robert S. Borris
Name

Authorized Person
Title

16-49

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BHM 52123, p. 0461, MSA_CE63_52080. Date available 06/06/2016. Printed 09/13/2016.

52123 462

State of Maryland Land Instrument Intake Sheet

| | City | [X] County: Montgomery

Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation, and the County Finance Office only.

(Type or Print in Black Ink Only All Copies Must Be Legible)

1 Type(s) of Instruments ([ ] Check Box if Addendum Intake Form is Attached.)

1	Deed		Mortgage	3	Fin Statemts (2)		Other
2	Deed of Trust		Lease				

2 Conveyance Type Check Box

X	Improved Sale Arms-Length *[1]*		Unimproved Sale Arms-Length *[2]*		Multiple Accounts Arms Length *[3]*		Not an Arms-Length Sale *[9]*

3 Tax Exemptions (if Applicable) Cite or Explain Authority

Recordation	
State Transfer	
County Transfer	§52-24(a)(1)(A); approved by Scott Foncannon, Esquire

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only	
Purchase Price/Consideration	$ 4,100,000.00	Transfer and Recordation Tax Consideration	
Any New Mortgage	$ 7,500,000.00	Transfer Tax Consideration	$
Balance of Existing Mortgage *	$ 1,112,902.54	X ( )% =	$
*As to 1370 Lamberton Drive Only	$	Less Exemption Amount	$
		Total Transfer Tax =	$
Other:	$	Recordation Tax Consideration	$
		X ( ) per $500 =	$
Full Cash Value	$ .00	TOTAL DUE	$

5 Fees

Amount of Fees	Doc. 1	Doc. 2	
Recording Charge	$ 20.00	$ 75.00	Agent:
Surcharge	$ 40.00	$ 40.00	Tax Bill:
State Recordation Tax	$ 39,450.00	$	
State Transfer Tax	$ 20,500.00	$	C.B. Credit:
County Transfer Tax	$ Exempt	$	
Other	$	$	Ag. Tax/Other:
Other	$	$	

6 Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No.(1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
04-0201	03724405	22133-360			[ ] (5)

Subdivision Name	Lot (3a)	Block(3b)	Sect/AR(3c	Plat Ref.	SqFt/Acreage(4)
Red Gate Industrial Park Ownership Lot	4B	A			

Location/Address of Property Being Conveyed (2)

2 Taft Court, Rockville, Maryland 20850; Deed of Trust Only: 1370 Lamberton Dr Silver Spring, MD PIN: 13-0001-03501501

Other Property Identifiers (if applicable)	Water Meter Account No.

Residential [ ] or Non-Residential [X] | **Fee Simple [X] or Ground Rent [ ]** **Amount:**

Partial Conveyance? [ ] Yes [X] No | Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 - Grantor(s) Name(s)	Doc. 2 – Grantor(s) Name(s)
1 & 2 Taft LLC	Cornerstone Montgomery, Inc.
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 - Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 - Grantee(s) Name(s)	Doc. 2 – Grantee(s) Name(s)
Cornerstone Montgomery, Inc.	Lisa Jones and Vanessa Dalton, Trustees

New Owner's (Grantee) Mailing Address

6040 Southport Drive, Bethesda, Maryland 20814

9 Other Names to Be Indexed

Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)
	Wells Fargo Bank, National Association
	Montgomery County, Maryland

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: Judith A. Hill, Paralegal

Firm: **Lerch, Early & Brewer, Chartered**

Address: 3 Bethesda Metro Center, Suite 460, Bethesda, Maryland 20814

Phone: 301-986-1300

[X] Return to Contact Person

[ ] Hold for Pickup

[ ] Return Address Provided

11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

[ ] Yes [X] No Will the property being conveyed be the grantee's principal residence?

[ ] Yes [X] No Does transfer include personal property? If yes, identify: _____

[ ] Yes [X] No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required)

Assessment Use Only - Do Not Write Below This Line

[ ] Terminal Verification [ ] Agricultural Verification [ ] Whole [ ] Part [ ] Tran. Process Verification

Transfer Number: Date Received: Deed Reference: Assigned Property No.:

Year	19	19	Geo	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) BHM 52123, p. 0462, MSA_CE63_52080. Date available 06/06/2016. Printed 09/13/2016.

Cornerstone
Montgomery | Southern Maryland

Cari Guthrie

President & CEO

- Quincy Inman- Director of Development & Communications
    - Shane Senior- Marketing & Communication Manager
    - Maggie Sugrue- Grants & Fundraising Specialist
- Liza Gatti- HR Director
    - Nicole Kumi- Training Manager
    - Latha Unnithan- Payroll Manager
    - Stacey Teig- HR Manager
        - Monica Costa- HR Generalist/ Benefits Specialist
        - Erin Gallagher- HR Coordinator
        - Kate Little & VACANT- HR Specialist/ Recruiters
- Stan Estremsky- Chief Financial Officer
    - Rush Cox- Finance Director: Reporting & Analysis
        - Jo-Ann Tanagras- A/R Specialist
        - Maureen Schriber- A/P Specialist
    - Susan Wilkoff- Billing Director
        - Jo-Ann Tanagras- A/R Specialist
        - Michael Ostrowski- Billing Manager
            - Duang Pothier- Billing Supervisor
                - 2 Billing Specialist
            - John Koenig- Billing Supervisor
                - 2 Billing Specialist
    - Subash Luitel- Finance Director
        - Yun Qian- Accouring Manager
        - Hanni Sastra- A/P Accountant
- Marissa Gillum- Chief Admin Officer/ Chief Compliance Officer
    - Ben Hendricks
        - Farhad Razavi- IT Manager
            - Giorgio Gatti & Minh-Tu Nguyen – IT Specialist
    - Jake Schans
        - Shannon Anderson- Property Manager
            - 4 Environmental Techs
        - Wilfreda Long- Operations Manager
        - 5 Maintenance Techs

- Ernest Kumi- Quality Assurance Director
    - Meseret Birhanu- Data Manager
    - Jaene Wilson- Client Outcomes Specialist
    - Alex Molina- EHR Manager
        - Dottie Stewart- Quality Assurance Specialist
        - Liam Semanyk- EHR Specialist
- Alex Knoll
    - Maggie Sugrue- Executive Assistant
    - Chris Roldan, Diana Alvarez & VACANT- Admin Coordinators

- Lisa Katz- Chief Program Officer
    - Alex Dudley- TAYS Director
        - Molly Brado- TAYS Manager
        - Molly Archibald- YIT Supervisor
        - Ashley Westmoreland- TAY PRP
        - Elisa Torres- CAPS Supervisor
        - Riley Garland – CTP Supervisor
    - Anne Peyer- Vocational & Community Based Services Director
        - Kevin Hansen- Voc1 Program Manager/ CCBHC Director
            - VACANT- EFC1 Supervisor
            - Saraiah Rodriguez Rust- SET1 Supervisor
            - Emily Setzler- Studio In-Sight
            - Vishal Joshi- Workforce Development Supervisor
            - Lauren Abernethy- EFC3 Supervisor
            - Julia Schorr- Voc2 Supervisor
            - Tiffany Laredo- EFC2 Supervisor
            - Victoria Lafluer- Community Entitlements
            - Fransisco Abate- SET2 Supervisor
            - Vlad Muslimnov- EFC4 Supervisor
        - Orie Snider- Community Based Program Manager
            - Andrew Fier- Horizon Run Supervisor
            - Marissa Dreisch- Bethington Supervisor
            - Carolina Kalfoglou- MCCM Supervisor
            - Stephanie Lyvers- Knoll Foundations Supervisor
            - Dwayne Johnson- Southport Foundations Supervisor
    - Alex George- Residential & Intake Services Director
        - Terry Reed, Latsaha Burrell, Keith Ellis- Entitlements Supervisor
        - Lauren Brown- Rehab 1 Program Manager
        - Rithy Palacios- Paint Branch Supervisor
        - Tish Solomon- Adrienne/ Chadwick Supervisor
        - Shalita Morris- Arcola, Houston, University, DBT Supervisor
        - Ana Reyes- Bel Pre Supervisor
        - Barbara Allen- Rehab 2 Program Manager
        - Sarah Stuppi- Halpine Supervisor
        - Ed Naylor- ITCOD Supervisor

        - Bill Marshall- RRP Manager
        - Mitchell Wilson- Southport/ Petit Supervisor
        - Sally Kargbo- Germantown Supervisor
        - VACANT- Waterside Supervisor
    - Helen Gillespie- Intake Manager
        - 3 MOCO Intake Coordinators
        - 2 SM Intake Coordinators
        - RCS Intake Coordinator
    - Maegan Sapienza- Crisis Director
        - Devie Phips- ACT MC Manager
        - ACT RNs
        - ACT Therapists
        - ACT Prescribers
        - Sarah Lanzi- ACT MC Supervisor
        - ACT Team Admin
        - ACT Case Managers
        - ACT Housing Specialists
        - ACT Counselors
        - Rachel Adams- RCS Manager
        - Samaria Lowe- Granby RCS Supervisor
        - Emirror Baker- Layhill RCS Supervisor
        - Patricia Keefer- Porter House Supervisor
        - Matthew Cosca- RCS RN
        - Chynwe Ahumaraeze- RCS Prescriber
        - Michelle Walter- ACT SM Manager
            - 7 ACT Staff
    - Janeen Collinson- SoMD Director
        - Liz Cobb- SM RRP/PRP Manager
            - Alicia Coates- RRP Supervisor
            - Miriam Witzl- Calvert County PRP Supervisor
                - 5 PRP Staff
            - Jan Lidh- St Mary's and Charles County PRP Supervisor
                - 4 PRP Staff
            - Jakeeta Fitzgerald- RRP Supervisor
        - Sierra Ringley- IHIP-C Manager
            - On-Site Admin IHP-C
            - Amanda Jackson- Youth Crisis Response Specialist
        - Brea Butler-Estep- Vocational Program Manager
            - 1 Site Coordinator
            - County Staff
        - Rebecca Sweeny- TCM Program Manager
            - Kelvin Aguilar- St. Marys TCM Supervisor
            - Tiffany Bench- Charles & Calvert TCM Supervisor
- Joy Chang- Chief Medical Officer

- Karina Campbell- Clinic Director
  - Veronica Iriarte- Taft Clinic Office Manager
    - Taft Clinic Admins
    - Clinic Engagement Specialist
  - David Peet- Taft Clinic Program Manager
    - Taft Therapists
  - Rodrigo Espinosa Woolcott- Southport Clinic Office Manager
    - Southport Clinic Admins
  - Dr. John Danna- Southport Clinic Program Manager
    - Southport Therapists
  - Mayra Amador- Knoll Clinic Office Manager
    - Knoll Clinic Admins
  - Shana Mizzer- Knoll Clinic Program Manager
    - Knoll Therapists
    - Child & Adolescents Case Manager/ Education Specialist
- Stephanie Solazzo- Psychiatric Clinic Lead
  - Southport, Prescribers, Psychiatrists and Nurse Practitioners
  - Taft, Prescribers, Psychiatrists and Nurse Practitioners
  - Knoll Prescribers, Psychiatrists and Nurse Practitioners
- David Bridges- Nursing & Health Homes
  - Loretta Claye- Nurse Care Manager
  - Jae-Hoon Kim- Health Homes Nurse Practitioner Consultant
  - Jalika Bah- Integrated Health RN
  - 4 CNAs
  - Health Homes Administrative Assistant
  - Matthew Cosca- RCS RN
  - Dawn Zambrano- Clinic Nurse Management
    - 3 Clinic LPNs

CORNERSTONE MONTGOMERY
FY26budget

		FY 2026 BUDGET
Income		
4100	Individual contributions	100,000
4200	Special events	40,000
4300	Foundation/trust grants	270,000
4400	Federal Contracts/Grants	848,334
4500	State and County Contracts/Grants	2,496,349
4600	Program Services Contracts	0
5010	Clinic Revenue	2,796,705
5015	ACT Revenue	3,000,103
5020	Crisis Revenue	2,687,251
5030	Targeted Case Management	1,879,659
5100	Resid Rehab Case Rates	12,292,009
5110	Resid Supported Living	103,891
5120	SSI/SSDI Payments	2,346,747
5130	Residential Earned Income	47,200
5150	Private Pay Fees	0
5200	Supported Living/Day Programs	3,901,228
5300	SEP Psych Rehab Case Rates	815,042
5310	SEP Extended	1,405,787
5320	SEP Preplacements	173,985
5330	SEP Job Placements	284,919
5340	SEP Clinical Coordination	849,492
5345	DORS Job Stability M4	28,400
5350	DORS Benefits Counseling	77,264
5355	DORS Job Development M1	295,200
5360	DORS Job Coaching M2	155,200
5365	DORS Job Retention M3	62,400
5370	DORS DORS Quality Incentive	500
5375	Ticket to Work	11,000
5400	Perm Supported Housing Rent	51,500
5410	Studio In-Sight Sales	1,000
5420	External Training Revenue	1,400
5430	Other Program Fees	0
5500	Tenant Rent Income	370,214
5540	HUD Property Mgmt Fees	68,963

5600	Miscellaneous revenue	3,400
Total Income		37,465,142
Expense		
6000	Salaries	23,083,159
6010	Overtime	216,900
6020	Substitutes	80,000
6030	On Call	106,600
6040	Holiday Overtime	0
6050	Contract Employees	0
6100	Health Insurance	2,412,243
6110	Retirement contributions	275,739
6120	Workman's Comp	101,298
6130	Employer FICA	1,762,802
6140	Unemployment	72,573
6200	Employee Cell Phone	236,017
6210	Mileage	279,435
6220	Recruitment and Retention	163,000
6230	Temporary help	5,000
6240	Training	190,003
6250	Other Staff Related Expenses	43,710
7000	Mortgage Interest	190,537
7020	Condo Fee	71,028
7030	Rent	1,201,122
7100	Electric	345,416
7110	Gas	31,805
7120	Water	62,494
7130	Refuse	81,059
7200	Cleaning	139,037
7210	Repairs and maintenance	1,415,898
7220	Pest control	28,472
7230	Service contracts	300,234
7300	Real Property Tax	47,000
8000	Accounting & Audit	136,000
8010	Legal	70,000
8020	Marketing/Publicity	12,990
8025	Special Events expense	45,284
8030	Professional Fees	246,861
8100	Copying/Printing	8,340
8110	Postage	27,519

8120	Supplies	403,637
8200	Bad Debt Expense	150,000
8210	Capital Lease Interest Expense	14,813
8220	Equipmt rental and maint	95,439
8230	Licenses & Fees	765,329
8300	Communications	333,266
8310	Insurance	536,726
8320	Memberships	49,945
8330	Vehicle Maintenance/Gas	153,849
8400	Consumer Needs	53,906
8410	Consumer Work Trials	200
8420	Food	146,125
8430	Residential Allowances	372,898
8440	Artwork Commission	300
8450	Sales Tax Paid	0
8455	Bank Service Fees & Interest Exp	36,500
8460	Recreation	0
8520	Amortization - B&I	732,761
8540	Depreciation - FF&E	70,409
8560	Depreciation - Vehicles	59,465
8800	Miscellaneous expense	0
8600	Direct Program Costs Allocation	0
Total Expense		37,465,143
Net Income before direct cost allocations		(0)
Gross Margin (after Facilities Allocation)		(0)
Other Allocations		
	SAMSHA Costs to Clinic	-
	Admin Allocation (Based on revenues)	(0)
Profit(Loss) after Allocations		(0)

Mar-25	FY25 Actual Projection Based on March YTD	FY26 Budget vs FY25 Actual	% Change
71,508.00	95,344	4,656	4.88%
0.00	-	40,000	0.00%
20,125.00	26,833	243,167	906.21%
707,788.00	943,717	(95,383)	-10.11%
1,491,237.00	1,988,316	508,033	25.55%
444,498	592,664	(592,664)	
1,597,829.00	2,130,439	666,266	31.27%
1,637,496.00	2,183,328	816,775	37.41%
1,853,798.00	2,471,731	215,520	8.72%
1,115,782.00	1,487,709	391,950	26.35%
8,773,098.00	11,697,464	594,545	5.08%
20,869.00	27,825	76,066	273.37%
1,735,771.00	2,314,361	32,386	1.40%
60,740.00	80,987	(33,787)	-41.72%
-	-	-	
2,922,260.00	3,896,347	4,881	0.13%
645,351.00	860,468	(45,426)	-5.28%
1,041,834.00	1,389,112	16,675	1.20%
140,526.00	187,368	(13,383)	-7.14%
176,286.00	235,048	49,871	21.22%
577,639.00	770,185	79,307	10.30%
57,540.00	76,720	(48,320)	-62.98%
54,180.00	72,240	5,024	6.95%
272,640.00	363,520	(68,320)	-18.79%
83,600.00	111,467	43,733	39.23%
44,800.00	59,733	2,667	4.46%
1,200.00	1,600	(1,100)	-68.75%
23,077.00	30,769	(19,769)	-64.25%
58,584.00	78,112	(26,612)	-34.07%
518.00	691	309	44.79%
1,050.00	1,400	0	0.00%
435.00	580	(580)	-100.00%
282,175.00	376,233	(6,019)	-1.60%
62,161.00	82,881	(13,919)	-16.79%

56,455.00	75,273	(71,873)	-95.48%
26,032,850	34,710,467	2,754,676	7.94%
-	-	-	
15,939,229.00	21,252,305	1,830,854	8.61%
449,720.00	599,627	(382,727)	-63.83%
280,793.00	374,391	(294,391)	-78.63%
65,868.00	87,824	18,776	21.38%
0.00	-	-	
0.01	0	(0)	-100.00%
1,718,259.00	2,291,012	121,231	5.29%
203,696.00	271,595	4,145	1.53%
77,555.00	103,407	(2,108)	-2.04%
1,202,519.00	1,603,359	159,443	9.94%
51,796.00	69,061	3,512	5.08%
214,975.00	286,633	(50,616)	-17.66%
224,058.00	298,744	(19,309)	-6.46%
86,490.00	115,320	47,680	41.35%
28,021.00	37,361	(32,361)	-86.62%
75,334.00	100,445	89,558	89.16%
14,909.00	19,879	23,831	119.88%
130,710.00	174,280	16,257	9.33%
53,330.00	71,107	(79)	-0.11%
920,501.00	1,227,335	(26,213)	-2.14%
248,277.00	331,036	14,380	4.34%
34,449.00	45,932	(14,127)	-30.76%
50,263.00	67,017	(4,523)	-6.75%
58,513.00	78,017	3,042	3.90%
102,880.00	137,173	1,864	1.36%
382,698.00	510,264	905,634	177.48%
20,335.00	27,113	1,359	5.01%
154,978.00	206,637	93,596	45.29%
54,069.00	72,092	(25,092)	-34.81%
68,933.00	91,911	44,089	47.97%
37,084.00	49,445	20,555	41.57%
9,718.00	12,957	33	0.25%
10,681.00	14,241	31,043	217.98%
216,670.00	288,893	(42,032)	-14.55%
1,272.00	1,696	6,644	391.75%
16,042.00	21,389	6,130	28.66%

309,978.00	413,304	(9,667)	-2.34%
100,000.00	133,333	16,667	12.50%
2,847.00	3,796	11,017	290.23%
67,893.00	90,524	4,915	5.43%
473,850.00	631,800	133,529	21.13%
250,714.00	334,285	(1,020)	-0.31%
424,103.00	565,471	(28,745)	-5.08%
52,776.00	70,368	(20,423)	-29.02%
110,631.00	147,508	6,341	4.30%
33,997.00	45,329	8,576	18.92%
251.00	335	(135)	
137,873.00	183,831	(37,706)	-20.51%
282,518.00	376,691	(3,793)	-1.01%
188.00	251	49	19.68%
0.00	-	-	#DIV/0!
50,720.00	67,627	(31,127)	-46.03%
3,290.00	4,387	(4,387)	-100.00%
543,560.00	724,747	8,014	1.11%
48,377.00	64,503	5,907	9.16%
25,082.00	33,443	26,022	77.81%
(109,463.00)	(145,951)	145,951	-100.00%
-	-	0	
26,013,810	34,685,080	2,780,063	8.02%
19,040	**25,387**	**(25,387)**	
19,040	25,387	(25,387)	

offset
offset
Capital Grant non operating for projection
Capital Grant non operating for projection
SAMSHA

gain on sale of Summer City and lease pick up

includes capital budget not spent in current year

fleet

5 new vehicles
leases recoveries

CORNERSTONE MONTGOMERY, INC.

FINANCIAL STATEMENTS AND
UNIFORM GUIDANCE REPORTS

YEARS ENDED JUNE 30, 2023 AND 2022

Preliminary Draft

CORNERSTONE MONTGOMERY, INC.

FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2023 AND 2022

Preliminary Draft

CORNERSTONE MONTGOMERY, INC.
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Preliminary Draft

INDEPENDENT AUDITORS' REPORT

Board of Directors
Cornerstone Montgomery, Inc.
Rockville, Maryland

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Cornerstone Montgomery, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023 and 2022, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Cornerstone Montgomery, Inc., as of June 30, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Cornerstone Montgomery, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matters

Adoption of Accounting Standard

As discussed in Note 1 to the financial statements, management has adopted the requirements of the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-02: *Leases*. Our opinion is not modified with regard to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Cornerstone Montgomery, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Cornerstone Montgomery, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Cornerstone Montgomery, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Preliminary Draft

Board of Directors
Cornerstone Montgomery, Inc.

Supplementary Information

Our audit was conducted for the purpose of forming opinion on the financial statements as a whole. The Quarterly Reports for the Quarter ending June 30, 2023, to the Department of Health and Mental Hygiene Human Service (DHMH 438 Reporting Requirement) and the accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the accompanying supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated Report Date, on our consideration of Cornerstone Montgomery, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Cornerstone Montgomery, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Cornerstone Montgomery, Inc.'s internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

Arlington, Virginia
Report Date

Preliminary Draft

INDEPENDENT AUDITORS' REPORT

Board of Directors
Cornerstone Montgomery, Inc.
Rockville, Maryland

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Cornerstone Montgomery, Inc., which comprise the statement of financial position as of June 30, 2023 and 2022, the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Cornerstone Montgomery, Inc. as of June 30, 2023 and 2022, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Cornerstone Montgomery, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matters

Adoption of Accounting Standard

As discussed in Note 1 to the financial statements, management has adopted the requirements of the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-02: *Leases*. Our opinion is not modified with regard to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Cornerstone Montgomery, Inc.'s ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Preliminary Draft

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Cornerstone Montgomery, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Cornerstone Montgomery, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audits.

CliftonLarsonAllen LLP

Arlington, Virginia
Report Date

Preliminary Draft

CORNERSTONE MONTGOMERY, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2023 AND 2022

ASSETS	2023	2022
CURRENT ASSETS		
Cash and Cash Equivalents	$ 1,495,722	$ 1,680,771
Accounts Receivable from Contracts With Customers, Net of Allowance for Doubtful Accounts of $500,750 and $135,750	6,698,547	6,721,894
Contributions and Grants Receivable, Net of Discount of $1,840 and $4,458	101,826	99,208
Due from Related Parties	383,007	234,759
Deferred Lease Incentive	76,365	76,365
Prepaid Expenses	255,803	155,954
Total Current Assets	9,011,270	8,968,951
PROPERTY AND EQUIPMENT		
Land	2,732,570	1,910,201
Buildings and Improvements	26,267,471	22,885,094
Furniture, Fixtures, and Equipment	1,325,605	1,402,433
Constructions in Progress	119,222	34,891
Vehicles	132,600	486,823
Total Property and Equipment	30,577,468	26,719,442
Accumulated Depreciation and Amortization	(9,785,800)	(9,407,827)
Net Property and Equipment	20,791,668	17,311,615
OTHER ASSETS		
Investments, Designated for Operating Reserves	1,930,611	1,770,459
Investments, Restricted for Joan Clement Endowment Fund	279,210	257,873
Deferred Rent and Lease Incentive	937,876	990,291
Deposits and Other Assets	630,797	704,196
Right of Use Asset - Finance Leases	510,379	-
Right of Use Asset - Capital Leases	1,021,984	-
Total Other Assets	5,310,857	3,722,819
Total Assets	$ 35,113,795	$ 30,003,385

Preliminary Draft

See Accompanying Notes to Financial Statements.

CORNERSTONE MONTGOMERY, INC.
STATEMENTS OF FINANCIAL POSITION (CONTINUED)
JUNE 30, 2023 AND 2022

LIABILITIES AND NET ASSETS	2023	2022
CURRENT LIABILITIES		
Accounts Payable and Accrued Expenses	2,010,273	$ 1,517,586
Deferred Revenue	43,823	37,358
Capital Lease	-	37,571
Lease Liability - Finance, Current Portion	163,644	-
Lease Liability - Operating, Current Portion	121,177	-
Due to Third-Party Payor	544,597	1,325,922
Notes Payable	17,500	17,500
Mortgages Payable	138,563	153,652
Bonds Payable	219,834	212,556
Total Current Liabilities	3,259,411	3,302,145
LONG-TERM LIABILITIES		
Deposits and Other Liabilities	22,718	12,728
Accrued Interest	116,223	108,843
Participation Liability	812,569	719,970
Notes Payable	169,631	179,611
Capital Lease	-	66,069
Lease Liability - Finance, Net of Current Portion	310,626	-
Lease Liability - Operating, Net of Current Portion	905,170	-
Mortgages Payable	1,426,454	1,206,567
Bonds Payable	3,094,854	3,305,856
Total Long-Term Liabilities	6,858,245	5,599,644
Total Liabilities	10,117,656	8,901,789
NET ASSETS		
Without Donor Restrictions:		
Undesignated	22,581,589	18,751,863
Designated by Board of Directors	1,930,611	1,770,459
Total Without Donor Restrictions	24,512,200	20,522,322
With Donor Restrictions:		
Restricted Due to Purpose and Time	283,939	379,274
Perpetual in Nature	200,000	200,000
Total With Donor Restrictions	483,939	579,274
Total Net Assets	24,996,139	21,101,596
Total Liabilities and Net Assets	$ 35,113,795	$ 30,003,385

Preliminary Draft

See Accompanying Notes to Financial Statements.

CORNERSTONE MONTGOMERY, INC.
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2023

	Without Donor Restrictions	With Donor Restricted	Total
REVENUES AND SUPPORT			
Intensive and Specialty Services	$ 17,877,478	$ -	$ 17,877,478
Community Services	5,028,652	-	5,028,652
Clinical and Medical Services	2,661,209	-	2,661,209
Other Fees for Services	98,144	-	98,144
Grants and Contributions	7,422,359	-	7,422,359
Federal Grants	1,512,892	-	1,512,892
Other Income	483,314	-	483,314
Investment Gain	175,975	21,337	197,312
Subtotal	35,260,023	21,337	35,281,360
Net Assets Released from Restriction:			
Satisfaction of Program Restrictions	116,672	(116,672)	-
Total Revenues and Support	35,376,695	(95,335)	35,281,360
EXPENSES			
Program Services Expense:			
Intensive and Specialty Services	13,397,385	-	13,397,385
Community Services	5,543,296	-	5,543,296
Clinical and Medical Services	5,266,378	-	5,266,378
Total Program Services Expense	24,207,059	-	24,207,059
Support Services Expense:			
Management and General	6,854,503	-	6,854,503
Fundraising and Development	325,255	-	325,255
Total Supporting Services Expense	7,179,758	-	7,179,758
Total Expenses	31,386,817	-	31,386,817
CHANGE IN NET ASSETS	3,989,878	(95,335)	3,894,543
Net Assets - Beginning of Year	20,522,322	579,274	21,101,596
NET ASSETS - END OF YEAR	$ 24,512,200	$ 483,939	$ 24,996,139

Preliminary Draft

See Accompanying Notes to Financial Statements.

CORNERSTONE MONTGOMERY, INC.
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2022

	Without Donor Restrictions	With Donor Restricted	Total
REVENUES AND SUPPORT			
Intensive and Specialty Services	$ 15,825,573	$ -	$ 15,825,573
Community Services	4,388,312	-	4,388,312
Clinical and Medical Services	2,721,794	-	2,721,794
Other Fees for Services	101,023	-	101,023
Grants and Contributions	1,612,765	-	1,612,765
Federal Grants	1,954,761	-	1,954,761
Other Income	920,985	-	920,985
Investment Loss	(304,997)	(47,353)	(352,350)
Subtotal	27,220,216	(47,353)	27,172,863
Net Assets Released from Restriction:			
Satisfaction of Program Restrictions	150,253	(150,253)	-
Total Revenues and Support	27,370,469	(197,606)	27,172,863
EXPENSES			
Program Services Expense:			
Intensive and Specialty Services	12,075,237	-	12,075,237
Community Services	4,784,280	-	4,784,280
Clinical and Medical Services	4,910,438	-	4,910,438
Total Program Services Expense	21,769,955	-	21,769,955
Support Services Expense:			
Management and General	5,419,153	-	5,419,153
Fundraising and Development	392,821	-	392,821
Total Supporting Services Expense	5,811,974	-	5,811,974
Total Expenses	27,581,929	-	27,581,929
CHANGE IN NET ASSETS	(211,460)	(197,606)	(409,066)
Net Assets - Beginning of Year	20,733,782	776,880	21,510,662
NET ASSETS - END OF YEAR	$ 20,522,322	$ 579,274	$ 21,101,596

Preliminary Draft

See Accompanying Notes to Financial Statements.

CORNERSTONE MONTGOMERY, INC.
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2023

	Intensive and Specialty Services	Community Services	Clinical and Medical Services	Total Program	Management and General	Fundraising and Development	Total Expenses
Salaries and Related Benefits	10,164,088	$ 5,062,718	$ 5,020,535	$ 20,247,341	$ 3,917,668	$ 266,424	$ 24,431,433
Occupancy	1,771,938	209,590	104,223	2,085,751	717,547	2,732	2,806,030
Licenses and Fees	84,476	85,823	22,332	192,631	1,065,919	1,663	1,260,213
Depreciation/Amortization Expense	241,281	77,375	56,728	375,384	385,701	1,945	763,030
Professional Fees	65,173	1,409	31,329	97,911	408,436	48,718	555,065
Residential Allowances & Consumer Needs	487,665	4,148	1,768	493,581	41,581	-	535,162
Supplies	201,872	11,278	22,869	236,019	150,734	2,146	388,899
Communications	218,488	9,437	-	227,925	132,966	120	361,011
Travel and Transportation	162,404	81,518	6,594	250,516	33,951	1,507	285,974
Total Functional Expenses	$ 13,397,385	$ 5,543,296	$ 5,266,378	$ 24,207,059	$ 6,854,503	$ 325,255	$ 31,386,817

Preliminary Draft

See Accompanying Notes to Financial Statements.

CORNERSTONE MONTGOMERY, INC.
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2022

	Intensive and Specialty Services	Community Services	Clinical and Medical Services	Total Program	Management and General	Fundraising and Development	Total Expenses
Salaries and Related Benefits	$ 9,106,382	$ 4,509,642	$ 4,786,643	$ 18,402,667	$ 3,207,358	$ 299,026	$ 21,909,051
Occupancy	1,659,930	90,255	64,160	1,814,345	533,796	3,740	2,351,881
Licenses and Fees	(26,238)	3,762	(26,276)	(48,752)	856,720	3,131	811,099
Depreciation/Amortization Expense	267,540	83,520	59,069	410,129	377,907	1,999	790,035
Residential Allowances & Consumer Needs	457,475	2,033	2,155	461,663	3,804	6,302	471,769
Supplies	261,256	3,872	16,440	281,568	121,964	11,382	414,914
Communications	158,930	129	-	159,059	143,963	45	303,067
Professional Fees	42,433	800	2,778	46,011	156,243	66,740	268,994
Travel and Transportation	143,477	87,797	5,469	236,743	17,155	456	254,354
Other Operating Expenses	1,844	2,470	-	4,314	243	-	4,557
Donated Goods and Services	2,208	-	-	2,208	-	-	2,208
Total Functional Expenses	$ 12,075,237	$ 4,784,280	$ 4,910,438	$ 21,769,955	$ 5,419,153	$ 392,821	$ 27,581,929

Preliminary Draft

See Accompanying Notes to Financial Statements.

CORNERSTONE MONTGOMERY, INC.
STATEMENTS OF CASH FLOWS
YEAR ENDED JUNE 30, 2023

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	$ 3,894,543	$ (409,066)
Adjustment to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:		
Net Realized and Unrealized (Gain) Loss on Investments	(103,001)	520,257
Depreciation and Amortization	763,030	790,035
Net Decrease of Debt Discount	(31,211)	3,332
Bad Debt Expense	20,007	138,042
Net Assets Acquired Through Noncash Acquisition in Business Combination	(5,306,494)	-
Non Cash Lease Expense	383,988	-
Amortization of Debt Issuance Cost	8,088	8,088
Change in Assets and Liabilities:		
Account Receivable from Contracts With Customers	1,123,483	(2,502,794)
Contributions Receivable	203,295	1,281,809
Due from Related Parties	(148,248)	(103,863)
Prepaid Expenses	(68,521)	218,195
Deposits	73,399	(133,183)
Accounts Payable and Accrued Expense	178,685	201,891
Accrued Interest	7,380	7,380
Deferred Revenue	6,465	31,332
Due to Third-Party Payor	(781,325)	855,665
Other Liabilities	9,990	-
Lease Liability - Operating	(89,318)	-
Lease Liability - Finance	(13,084)	-
Deferred Rent and Lease Incentive	52,415	44,120
Net Cash Provided by Operating Activities	183,566	951,240
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Investments and Reinvestment of Interest and Dividends	(1,515,597)	(707,801)
Proceeds from Sales and Maturities of Investments	1,437,109	395,728
Proceeds of Cash from Acquisition of Southern Maryland	746,319	-
Purchase of Property and Equipment	(569,264)	(502,822)
Net Cash Provided (Used) by Investing Activities	98,567	(814,895)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal Payments on Bonds Payable	(211,812)	(203,724)
Principal Payments on Capital Leases	-	(216,570)
Payment on Note Payable	(17,500)	(17,500)
Cash Paid for Lease - Finance	(167,675)	-
Principal Payments on Mortgages Payable	(70,195)	(172,635)
Net Cash Used by Financing Activities	(467,182)	(610,429)
NET DECREASE IN CASH AND CASH EQUIVALENTS	(185,049)	(474,084)
Cash and Cash Equivalents - Beginning of Year	1,680,771	2,154,855
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 1,495,722	$ 1,680,771

See Accompanying Notes to Financial Statements.

Preliminary Draft

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Cornerstone Montgomery, Inc. (Cornerstone Montgomery or the Organization) was formed in 2012 as a result of the merger between St. Luke's House, Inc. and Threshold Services, Inc. The new Organization continues its mission to empower people living with mental health and co-occurring substance use disorders to live, work, and integrate successfully within the community.

The program services provided by Cornerstone Montgomery include:

Intensive and Specialty Services:

Residential Rehabilitation Program – provides community support, general housing, and intensive housing services. The program is organized to assist people to live as independently as possible through the provision of training, supervision, and assistance in the skills of community living. The program provides evidence-based practices such as DBT (Dialectical Behavioral Therapy), ITCOD (Integrated Treatment of Co-Occurring Disorders), and IMR (Illness Management and Recovery). Staffing is available at the different sites ranging from drop-in to 24 hours per day.

Crisis Residential Program (Fenton, Granby, and Layhill Houses) – provides a community-based residential alternative to inpatient hospitalization. The program provides intensive 24 hours per day staff supervision in a group home setting to help people in psychiatric crisis to become stabilized and return to normal life routines as quickly as possible.

Assertive Community Treatment (ACT) – is an intensive treatment model which combines outpatient mental health and psychiatric rehabilitation services. It provides assertive outreach, treatment, and support to adults who have not been successful in more traditional forms of outpatient treatment. Service provision is mobile and provided in the individual's natural environment (e.g., home, street, shelters for the homeless, etc.). This is considered the highest level of care provided to clients in a community-based setting. The team is comprised of therapists, addiction specialists, vocational specialists, peer counselors, psychiatrists, and nurses.

Community Services:

Vocational Programs – provide vocational services to the Supported Employment Teams and the Employment Focus Clusters. The range of vocational services provided includes vocational assessment and planning services, supported employment job search and coaching services, work adjustment training, job placement, and employee support services.

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NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Organization (Continued)

Transition Age Youth Services (TAY) – are provided under the umbrella of the vocational programs. The Career Transition Program provides a unique combination of mental health, career/vocational and educational resources to assist students and their families in identifying and obtaining necessary resources to assist in a successful transition from school to work or post-secondary academic environments. The Career Academic Psychiatric-Rehabilitation Services program provides a combination of supported education and supported employment services to young adults aged 18-25 post high school to assist them in achieving their employment and academic goals. This program provides a range of services including vocational assessment, supported employment job search and coaching, assistance with college registration, and linkage to community resources.

Day Programs (Foundations) – provides outpatient rehabilitation training, seminars, and social/recreational activities to assist people in developing independent living skills and community integration skills. Any person in any of the psychiatric rehabilitation programs is eligible to participate in the Day Programs. Most skill development and recovery activities are provided in a group setting and consumers have significant input into classes and activities.

Supported Living Programs – provide counseling and independent living skills training to people living in their own homes in the community. The program is organized to assist people to live as independently as possible through counseling, skill development, and other support and assistance on a "drop in" basis. This program also provides evidence-based practices in DBT, ITCOD, and IMR.

Montgomery County Case Management – is a County-funded program to support people living in their own homes by providing linkage case management to a variety of community supports and applications to Federal and local entitlements.

Clinic and Medical Services:

Clinic – provides psychiatric therapy and medication services. The program is organized to provide continuity and integrated care. It offers individual and group treatment modalities. The program uses Evidence Base Practice interventions such as Family Psychoeducation and ITCOD. In addition, the individual therapy, group therapy, and medication services are available to anyone in the community in need of such services.

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NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Organization (Continued)

Health Homes Program – is a part of a state-based effort to improve the health of individuals with chronic health conditions. It supports a broader effort to integrate somatic and behavioral health services. The program targets populations with behavioral health needs who are at high risk for additional chronic conditions including those with serious persistent mental health disorders and chronic health issues like diabetes, obesity, etc. Health Homes offers participants enhanced care coordination services from providers with whom they regularly receive care. Health Homes is providing services through its psychiatric rehabilitation program and Health Home staff. This is a community-based approach, not a residential program and has several important goals which include: improve the health of participants in managing their chronic health conditions; promote a positive client experience of care; and reduce healthcare costs.

Cash and Cash Equivalents

The Organization considers highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount estimated by management to be the net realizable value. The Organization charges off accounts receivable when it becomes apparent based on age or circumstances that the amounts will not be collected.

Allowance for Doubtful Accounts

The allowance for doubtful accounts is established through charges to the provision for bad debts. The Organization evaluates the adequacy of the allowance for doubtful accounts on a periodic basis. The evaluation includes historical trends in collections and write-offs and management's judgment of the probability of collecting accounts. An allowance in the amount of $500,750 and $135,750 has been established for the year ended June 30, 2023 and 2022, respectively.

Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect specific amounts and disclosures. Accordingly, actual results could differ from those estimates.

Contributions Receivable

Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of future cash flows. The discounts on those amounts are computed using the prime rate applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. Conditional promises to give are not included as support until the conditions are substantially met. The Organization charges off contributions receivable when it becomes apparent based on age or circumstances that the amounts will not be collected.

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NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Contributions Receivable (Continued)

The Organization evaluates the adequacy of the allowance for uncollectible promises to give on a periodic basis. The evaluation includes historical trends in collections, write-offs, and management's judgement of the probability of collecting promises to give. June 30, 2023 and 2022, for promises to give

Investments

Investments are reported at fair value in the statement of financial position. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measured date. Purchases and sales of investments are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date.

Property and Equipment

Property and equipment are recorded at cost. The Organization capitalizes property and equipment with a cost of $5,000 or greater and a useful life of greater than one year. The Organization also capitalizes leasehold improvements that add to the life and value of the real property. Amortization of leasehold improvements is computed over the shorter of the useful lives of the assets or the term of the related leases. Property and equipment held under leases included in a right of use asset account which is amortized over the lease term.

Depreciation and amortization are calculated using the straight-line method over the estimated useful lives of the assets as follows:

Building and Improvements	3 to 55 Years
Furniture and Equipment	2 to 10 Years
Vehicles	5 Years

Debt Issuance Costs

Debt issuance costs are amortized over the life of the bonds.

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NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

Intensive and Specialty Services

This program provides Residential Rehabilitation, Residential Room and Board, Residential Crisis, and Assertive Community Treatment (ACT). Service overview is as follows:

- Residential Rehabilitation provides general and intensive level housing. Providing training, supervision, and assistance in the skills of community living.
- Residential Crisis provides a community-based residential alternative to inpatient hospitalization with intensive 24 hours per day staff supervision.
- ACT team is an intensive evidence-based treatment model which combines outpatient mental health and psychiatric rehabilitation services out in the community through a mobile service delivery model.

Prices for intensive and specialty services are predetermined, and services are invoiced monthly. Intensive and specialty services revenue are recognized over time, as the services above are rendered.

Community Services

Community Services encompass Vocational, Transition Aged Youth, Day and Supported Living programs. Service overview is as follows:

- Vocational services include vocational assessment and planning, supported employment job search and coaching services, work adjustment training, job placement and employee support services.
- Transition Age Youth services are also provided under the umbrella of the vocational programs. The Career Transition Program provides a unique combination of mental health, career/vocational and educational resources to assist students and their families and young adults in identifying and obtaining necessary resources to assist in a successful transition from school to work or post-secondary academic environments.
- Day Programs (the Foundations) provide outpatient rehabilitation training, seminars and social/recreational activities to assist people in developing independent living skills and community integration skills.
- Supported Living services provide counseling and independent living skills training to people living in their own homes in the community.

Prices for community services are predetermined based on rate schedules, and services are invoiced monthly when the performance obligation has been met. All revenue is recognized over time as the services above are provided.

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NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

Clinical and Medical Services

Outpatient mental health clinics provide outpatient psychiatric therapy and medication services. Prices for clinic and medical services are predetermines as negotiated with agency or insurer paying. Services are invoiced and due after services are provided. All revenue is recognized over time as the service are provided.

Other Fees for Services

Other fees for services include external training and property management fees earned in the capacity as sponsor of related Housing and Urban Development (HUD) owned residential housing units. Other fees for services are recognized over time when the service are provided.

Grants and Contributions

Grant revenue, under cost reimbursable federal and nonfederal grants, is recognized based upon direct costs incurred plus allowable indirect costs. Revenue recognized but not yet reimbursed from the granting agency is reported as contributions and grants receivable in the accompanying statement of financial position.

Contributions are recognized as revenue when received or when unconditionally promised and sufficient documentation exists. All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as donor-restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, donor-restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Donor-restricted contributions, whose restrictions are met in the same reporting period, are reported as without donor restriction support. Donations containing a right of return and specific conditional barriers to recognition are not recorded as contributions until the conditions are met.

Income Taxes

The Organization is exempt from federal income taxes on related income under Section 501(c)(3) of the Internal Revenue Code (IRC) and is classified as other than a private foundation. Income determined to be unrelated business income is taxable.

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NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Functional Allocation of Expenses

The costs of programs and supporting services activities have been summarized on a functional basis in the accompanying statement of activities. The statement of functional expenses presents the natural classification detail of expenses by function. Accordingly, facilities costs have been allocated among the programs and supporting services benefited based on an estimate of time and effort. Salaries are charged to program and supporting services based on an estimate of time and effort. The costs of operating the administrative facilities of the organization are allocated based on the square footage of administrative office space utilized.

Recent Accounting Pronouncements

In February 2016, the FASB issued ASU 2016-02, *Leases* (Topic 842). ASU 2016-02 requires a lessee to record, for all leases with a lease term of more than 12 months, an asset representing its right to use the underlying asset for the lease term and a liability to make lease payments. For leases with a lease term of 12 months or less, a practical expedient is available whereby a lessee may elect, by class of underlying asset, not to recognize a right-of-use asset or lease liability. A lessee making this accounting policy election would recognize lease expense over the term of the lease, generally using the straight-line method. The Organization adopted the requirements of the guidance effective July 1, 2022, and has elected to apply the provisions of this standard to the beginning of the period of adoption, while continuing to present the comparative period in accordance with the guidance under the lease standard in effect during that period. In connection with the adoption new lease liability and a right of use asset accounts were created on the statement of financial position in FY23.

Leases

The Organization determines if an arrangement is a lease at inception. Operating leases are included in right-of-use (ROU) assets – operating and lease liability – operating, and finance leases are included in right-of-use (ROU) assets – financing and lease liability – financing in the statement of financial position.

ROU assets represent the Organization's right to use an underlying asset for the lease term and lease liabilities represent the Organization's obligation to make lease payments arising from the lease. ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Organization will exercise that option. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term. The Organization has elected to recognize payments for short-term leases with a lease term of 12 months or less as expense as incurred and these leases are not included as lease liabilities or right of use assets on the balance sheet.

If the individual lease contracts do not provide information about the discount rate implicit in the lease. Therefore, the Organization has elected to use a risk-free discount rate determined using a period comparable with that of the lease term for computing the present value of all lease liabilities.

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NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Subsequent Events

The Organization has evaluated subsequent events for potential recognition and disclosure through Report Date, the date the financial statements were available to be issued.

NOTE 2 LIQUIDITY

The Organization's financial assets due within one year of the balance sheet date available for general expenditures as follows for the years ended June 30:

	2023	2022
Current Financial Assets at Year-End:		
Cash and Cash Equivalents	$ 1,495,722	$ 1,680,771
Investments, Designated for Operating Reserves	1,930,611	1,770,459
Investments, Restricted for Joan Clement Endowment Fund	279,210	257,873
Accounts Receivable from Contracts With Customers, Net of Allowance for Doubtful Accounts of $500,750 and $135,750	6,698,547	6,721,894
Contributions and Grants Receivable, Net of Discount of $1,840 and $4,458	101,826	99,208
Due from Related Parties	383,007	234,759
Total Financial Assets	10,888,923	10,764,964
Less: Amounts Not Available to be Used Within One Year:		
Net Assets With Donor Restrictions	483,939	579,274
Designated by Board of Directors	1,930,611	1,770,459
Management Designated Reserve for Taft Expenditures	175,315	175,211
Total Amounts Not Available for General Expenditures	2,589,865	2,524,944
Financial Assets Available to Meet General Expenditures Over the Next 12 Months	$ 8,299,058	$ 8,240,020

In the event of an unanticipated liquidity need, the Organization also could draw upon its $600,000 line of credit or its designated operating reserves.

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NOTE 3 FAIR VALUE MEASUREMENT

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3).

The three levels of the fair value hierarchy are described as follows:

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.

Level 2 – Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability;
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2023.

Mutual Funds: Valued at the daily closing price as reported by the fund. Mutual funds held by the Organization are open-end mutual funds that are registered with the Securities and Exchange Commission. These funds are required to publish their daily net asset value (NAV) and to transact at that price. The mutual funds held by the Organization are deemed to be actively traded.

Equity Participation: The equity participation liability is valued at 50% of the appreciation of the estimated home values discounted to present value, less the original principal amount of the loan, Cornerstone Montgomery's initial equity contribution, and the cost of capital improvements made by Cornerstone Montgomery. The discount rates correspond to those specified in the loan agreement and range from 1% to 3%.

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NOTE 3 FAIR VALUE MEASUREMENT (CONTINUED)

The following table sets forth by level, within the fair value hierarchy, Cornerstone Montgomery, Inc.'s fair value measurements at June 30:

2023	Level 1	Level 2	Level 3	Total
Investments at Fair Value	$ 2,209,821	$ -	$ -	$ 2,209,821
Equity Participation Liability at Fair Value	$ -	$ -	$ 812,569	$ 812,569

2022	Level 1	Level 2	Level 3	Total
Investments at Fair Value	$ 2,028,332	$ -	$ -	$ 2,028,332
Equity Participation Liability at Fair Value	$ -	$ -	$ 719,970	$ 719,970

Cornerstone Montgomery, Inc.'s Level 3 equity participation liability increased by $92,599 during the year ended June 30, 2023, and decreased by $13,509 during the year ended June 30, 2022. The increase was due to appreciation of the estimated home values discounted to present value, while the decrease was due to declines in the estimated home values discounted to present value.

NOTE 4 INVESTMENTS

The following tables set forth by type, Cornerstone Montgomery, Inc.'s investments at June 30:

	2023	2022
Mutual Funds:		
Money Market and Cash Funds	$ 11,703	$ 36,984
Equities	1,596,414	1,341,088
Fixed Income	601,704	650,260
Total	$ 2,209,821	$ 2,028,332

NOTE 5 ACCOUNTS RECEIVABLE AND DEFERRED REVENUE FROM CONTRACTS WITH CUSTOMERS

The following tables set accounts receivable and deferred revenue from contract with customers as of June 30:

	2023	2022
Accounts Receivable from Contracts With Customers, Net of Allowance for Doubtful Accounts of $135,750 and $316,261, Respectively	$ 6,698,547	$ 6,721,894
Deferred Revenue	43,823	37,358

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NOTE 6 DUE TO THIRD-PARTY PAYOR

UnitedHealth Group/Optum Maryland, a health department administrative services contractor, was engaged by the Maryland Department of Health as a new billing management Organization in 2019. Optum launched its claims processing system in January 2020 but was unable to accurately and reliably process claims due to system instability and limited functionality. Before the system was stabilized and relaunched in August 2020, the Maryland Department of Health directed Optum to make weekly estimated payments to providers beginning in January 2020 and continuing through August 2020. Estimated payments were calculated based on providers 2019 historical payment average, but the system instability occurred during the pandemic when health care services were underutilized which resulted in overpayment in some cases.

Optum made estimated payments to Cornerstone Montgomery of $10,151,360 in 2020.

Optum's payment and claim processing errors continued past the system relaunch and may continue throughout the life of the contract which runs until 2025. In fiscal year 2022 Optum issued an estimated $855,665 in duplicate payments to Cornerstone Montgomery. Cornerstone Montgomery has finalized repayment plans to repay over the next 12 month beginning in October 2022.

During the year end June, 2023 and 2022 the organization continued to make repayments according to the repayment plan agreed to with Optum.

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NOTE 7 SHORT-TERM BORROWING FACILITIES

The Organization renewed its line of credit in February 2020. The maturity date was February 2021 and included a maximum borrowing of $600,000, and an interest rate equal to the prime rate offered by the lender subject to change from time to time as set forth in the loan agreement. The interest rate under the line of credit equals the bank's prime rate plus 1.5%. The line of credit expires March 31, 2024. At June 30, 2023 the rate was 6.25%. The line of credit is secured by all the Organization's accounts receivable and property and equipment. As of June 30, 2023 and 2022, there was no outstanding balance on the line.

NOTE 8 NOTE PAYABLE

During fiscal year 2017, the Organization entered a note payable arrangement with Montgomery County, Maryland totaling $350,000. The funds were used to finance property repairs. The note does not bear interest, matures in fiscal year 2037, and payments are equal to the lesser of a) equal annual payments over the term of the note or b) 50% of the net cash flows (as defined in the agreement) for the development for the previous fiscal year. Interest was imputed on the below market rate note payable using the effective interest method at a discount rate of 3.75%. Management expects to repay the note in equal annual payments of $17,500 annually over the term of the agreement.

Principal payments for the note payable are as follows:

Year Ending June 30,	Amount
2024	$ 17,500
2025	17,500
2026	17,500
2027	17,500
2028	17,500
Thereafter	157,500
Total	$ 245,000

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NOTE 9 MORTGAGES PAYABLE

Mortgages payable at June 30, 2023 and 2022, consist of various mortgage notes bearing interest at rates of 0.00% to 5.34%, and maturing at various times through June 2055. Interest was imputed on the below market rate mortgages payable using the effective interest method at discount rate of 3.25%. The discount on below market loans is $206,569 and $222,192 at June 30, 2023 and 2022, respectively. Interest expense incurred for the mortgages during the year ended June 30, 2023 and 2022, was $57,868 and $55,289 respectively, including imputed interest on below market rate loans of $15,623 and $16,130, respectively.

In prior years, the Organization entered into certain participation mortgage loans with the Department of Housing and Community Development (DHCD) under the Group Home Financing Program. Total loans for these properties totaled $213,106 and $243,377 as of June 30, 2023 and 2022, respectively. These agreements entitle DHCD to 50% of the appreciation, as defined in the agreement, upon sale, refinancing, or transfer of the related property; upon ceasing use of the related property for its stated purpose; or default or maturity of the related note. The Organization recorded a participation liability of $812,569 and $719,970, respectively and a related mortgage loan discount of $321,217 and $274,019, respectively for the years ended June 30, 2023 and 2022, in connection with these agreements.

In accordance with certain mortgage agreements, the Organization must make aggregate monthly deposits to a reserve for replacements. Total deposits made to the reserve for the years ended June 30, 2023 and 2022, was $256,623 and $248,409, respectively and is included in deposits and other assets on the accompanying statement of financial position.

Principal payments for the mortgages payable are as follows:

Year Ending June 30,	Amount
2024	$ 184,363
2025	179,899
2026	181,412
2027	168,506
2028	167,495
Thereafter	1,153,327
Total	$ 2,035,002

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NOTE 10 BONDS PAYABLE

In May 2016, Montgomery County, Maryland issued a $5,000,000 tax-exempt Economic Development Revenue Bond. The Organization borrowed on the bond for the purchase of property and refinancing debt associated with certain other property. The bond was amended in October 2018 to adjust the interest rate and amortization schedule. Accordingly, the interest rate on the bond at the beginning of the year was 3.95% and effective October 25, 2018, the bond was amended to reflect a new interest rate of 3.60% with a maturity date of May 2036. The interest rate at June 30, 2023 and 2022, was fixed at 3.60%. The bond agreement contains certain reporting and financial covenants. As of June 30, 2023 the Organization was in compliance with the covenants.

The tax-exempt and taxable bonds are secured by the revenues of the Organization and the property listed in Note 11 as of June 30, 2023 and 2022.

Future maturities of borrowings are as follows:

Year Ending June 30,	Amount
2024	$ 227,921
2025	235,435
2026	243,207
2027	249,895
2028	259,519
Thereafter	2,211,955
Total	$ 3,427,932

NOTE 11 ASSETS PLEDGED AS COLLATERAL FOR DEBT

The following table summarizes the carrying value of assets securing the mortgage loans and bonds payable as of June 30:

2023	Mortgages	Note/Bonds Payable
Land	$ 2,393,767	$ 937,895
Building and Improvements	16,574,218	7,362,358
Deferred Lease Incentives	-	649,480
Total Carrying Amount	$ 18,967,985	$ 8,949,733

2022	Mortgages	Note/Bonds Payable
Land	$ 1,783,905	$ 937,895
Building and Improvements	15,201,529	8,110,925
Deferred Lease Incentives	-	725,845
Total Carrying Amount	$ 16,985,434	$ 9,774,665

Preliminary Draft

NOTE 12 NET ASSETS

Designated by Board of Directors

At June 30, 2023 and 2022, the board of directors designated investments reserve totaled $1,930,611 and $1,770,459, respectively. The reserve and future earnings have been designated by the board to be used at its discretion for future operations.

Restricted by Donors

Net assets restricted by donor consisted of the following at June 30:

	2023	2022
Time Restricted		
Donated Interest on Below Market Loans	$ 206,569	$ 222,192
Purpose and Time Restricted		
Joan Clement Endowment	79,210	57,873
Southport Renovation Pledge	-	103,667
Total	79,210	161,540
Perpetual in Nature		
Joan Clement Endowment	200,000	200,000
Discount on Pledge	(1,840)	(4,458)
Total Restricted Net Assets	$ 483,939	$ 579,274

Net assets that are perpetual in nature of $200,000 are available for the Joan Clement Endowment Fund at June 30, 2023 and 2022. This amount represents contributions received to assist in the creation of an endowment fund to honor the past president/CEO of St. Luke's House Inc. Endowment corpus of $200,000 must be maintained in perpetuity in accordance with the Organization's interpretation of donor intent. Appreciation above this level can be appropriated for expenditure as with donor restriction support not held in perpetuity and will be available for use at the direction of the board of directors in accordance with its spending policy below.

Releases from donor restrictions consisted of the following as of June 30:

	2023	2022
Time Restricted		
Donated Interest on Below Market Loans	$ 15,623	$ 16,130
Southport Renovation Pledges	103,666	90,000
Healthcare Initiative Fund	-	45,000
Total Release from Time Restrictions	119,289	151,130
Discount on Pledge	(2,617)	(877)
Total Release from Restrictions	$ 116,672	$ 150,253

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NOTE 12 NET ASSETS (CONTINUED)

Interpretation of Relevant Law

The board of directors of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the original gift amount of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as donor restricted net assets in its endowment fund (a) the original value of gifts donated to the donor restricted endowment, (b) the original value of subsequent gifts to the endowment, and (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not held to perpetuity in restricted net assets is considered with donor restriction net assets until those assets are appropriated for expenditures by the Organization in a manner consistent with the standards of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- The duration and preservation of the fund.
- The purposes of the Organization and the donor-restricted endowment fund.
- General economic conditions.
- The possible effect of inflation and deflation.
- The expected total return from income and the appreciation of investments.
- Other resources of the Organization.
- The investment policies of the Organization.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to increase its endowment while seeking to maintain the purchasing power of endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the board of directors, the endowment assets are invested in a manner that is intended to preserve principal while earning as much income as possible assuming a conservative level of investing risk.

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NOTE 12 NET ASSETS (CONTINUED)

Changes in endowment net assets by type of fund for the fiscal year ended:

June 30, 2023	Without Donor Restrictions	With Donor Restricted	Total
Endowment Net Assets - Beginning of Year	$ -	$ 257,873	$ 257,873
Investment Return:			
Investment Income, Net of Fees	-	11,927	11,927
Net Realized and Unrealized Gain	-	9,410	9,410
Total Investment Return	-	21,337	21,337
Endowment Net Assets - End of Year	$ -	$ 279,210	$ 279,210

June 30, 2022	Without Donor Restrictions	With Donor Restricted	Total
Endowment Net Assets - Beginning of Year	$ -	$ 305,226	$ 305,226
Investment Return:			
Investment Income, Net of Fees	-	21,607	21,607
Net Realized and Unrealized Loss	-	(68,960)	(68,960)
Total Investment Return	-	(47,353)	(47,353)
Endowment Net Assets - End of Year	$ -	$ 257,873	$ 257,873

Composition of endowment net assets as of fiscal year ended June 30:

	Without Donor Restrictions	With Donor Restrictions	2023 Total
Amount Subject to Expenditure for Purpose	$ -	$ 79,210	$ 79,210
Portion Subject to Spending Policy	-	200,000	200,000
	$ -	$ 279,210	$ 279,210

	Without Donor Restrictions	With Donor Restrictions	2022 Total
Portion Subject to Spending Policy and Appropriation	$ -	$ 57,873	$ 57,873
Portion Held in Perpetuity	-	200,000	200,000
Total	$ -	$ 257,873	$ 257,873

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NOTE 13 RENTAL INCOME UNDER OPERATING LEASES

The Organization has operating leases with various tenants under noncancelable agreements which expire at various times through February 2046. The agreements call for minimum fixed rental increases. Rent income is recorded on a straight-line basis over the lease terms. For the years ended June 30, 2023 and 2022 the difference between the total contractual straight-line and cash basis rent income is deferred rent of $364,761 and $340,811, respectively and amortized to rent income over the lease term. Each lease agreement included incentives to construct leasehold improvements to the lessees' specifications and paid for by the Organization. The lease incentives have been recorded as deferred lease incentive assets and are amortized over the lease terms. Unamortized deferred lease incentives were $649,480 and $725,845 as of June 30, 2023 and 2022, respectively.

Rent income consisted of the following as of June 30:

	2023	2022
Minimum Rental	$ 352,172	$ 319,927
Deferred Lease Incentive	(76,365)	(76,365)
Deferred Lease Income	7,883	30,348
Total	$ 283,690	$ 273,910

Future minimum lease payments to be received from these agreements as of June 30, 2023 are as follows:

Year Ending June 30,	Amount
2023	$ 284,828
2024	293,373
2025	302,174
2026	311,239
2027	311,239
Thereafter	2,325,060
Total	$ 3,827,913

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NOTE 14 DEFINED CONTRIBUTION PENSION PLANS

The Organization sponsors a defined contribution 403(b) plan (the Plan) for employees that are eligible to participate in the deferral and match components of the Plan on the later of their date of employment or upon turning 21 years of age. At the discretion of the board of directors, the Organization may make discretionary match contributions. The Organization contributed $257,026 and $231,176 into the Plan for the year ended June 30, 2023 and 2022.

Effective July 1, 2018, the Organization established a 457(b) plan (the Deferred Compensation Plan) in accordance with 457(b) of the IRC for a management official. The Deferred Compensation Plan permits the participant to defer a portion of compensation, to be paid out in future years. No employer contributions were made during the year ended June 30, 2023 and 2022.

Deferred compensation and investments designated for such deferrals are only available to the participant, or their beneficiaries, upon termination of employment, retirement, or death. Until paid or made available to the participant or beneficiary, all deferred amounts, investments earnings related to deferred amounts, and all property and rights purchased with these amounts are solely the property and rights of the Organization. The Deferred Compensation Plan's investments consist of marketable securities and are recorded at fair value and are reflected as both an asset and liability of the Organization. These level one investments are held in a diversified portfolio of stocks and bonds.

NOTE 15 LEASES

Operating Leases
The Organization has a 98.5-year lease with St. Luke's Episcopal Church for the land upon which the Organization's Southport Center is built. The lease provided for annual rent of $9,756 for the year ended June 30, 2023 and 2022, with increases based on the consumer price index. The lease expires December 31, 2086, at which time the title to all improvements on the land, including the Southport Center, will pass to St. Luke's Episcopal Church. In addition, the Organization leases office space and residential apartments under noncancelable leases.

Finance Leases
The Organization leases equipment and vehicles under non-cancellable leases that are classified as financing leases. The leases expire at various dates through FY 2028.

The obligation under the leases are represented on the consolidated statements of financial position as a lease liability which is the discounted future lease payments. The payments are discounted using a weighted average discount rate 3.20% for its finance leases and 3.66% for its operating leases. A right of use (ROU) asset is recorded on the statement of financial position that represents the occupancy rights the Organization has relative to the underlying assets. The weighted average remaining lease term as of June 30, 2023 is 3.7 years for the Organization's finance leases and 39.35 years for the Organization's operating leases. The amount of ROU assets exchanged for new lease liabilities was $479,841 (operating leases) and $1,087,961 (finance leases) during the year end June 30, 2023.

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NOTE 15 LEASES (CONTINUED)

Total operating lease costs was $91,866 and $889,542 for the years ended June 30, 2023 and 2022, respectively. The organization had short term lease agreements pertaining to primarily to residential properties for which the organization incurred $869,849 in rent expense during the year end June 30, 2023.

Total finance lease costs $231,790 for the years ended June 30, 2023.

A maturity analysis of annual cash flows for lease liabilities as of June 30, 2023 is as follows:

	Finance	Operating
2024	$ 176,973	$ 152,226
2025	102,626	133,367
2026	101,110	131,477
2027	83,104	94,674
2028	41,843	40,692
Thereafter	-	1,288,170
Total	505,656	1,840,606
Less: Present value discount	(31,386)	(814,259)
Lease liability	$ 474,270	$ 1,026,347

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NOTE 16 CONTINGENT LIABILITIES AND COMMITMENTS

The Organization receives a substantial portion of its revenue from government grants and fees, certain of which are subject to audit by various government agencies. Until all audits through June 30, 2023, have been completed and final settlements have been reached, there exists a contingent liability to refund any amount received in excess of allowable costs. Management is of the opinion that no significant liability will result from these audits, if any.

NOTE 17 RELATED PARTY TRANSACTIONS

Certain clients of the Organization reside in homes owned by St. Luke's Homes, Inc., Waterside Homes, Inc., Second Step, Inc., and Second Step II, Inc. The Organization is the sponsor of the organizations. The Organization provides property management services and during the normal course of business may lend operating funds to the organizations. Two members of the Organization's management are on the board of directors of the sponsored organizations.

The following lists the amounts charged to these related parties for cost sharing paid by the Organization for client housing for the year ended June 30:

	2023	2022
Second Step, Inc.	$ 63,745	$ 58,103
Second Step II, Inc.	31,298	30,709
St. Luke's Homes, Inc.	78,961	54,714
Waterside Homes, Inc.	31,661	32,105
Total	$ 205,665	$ 175,631

The following lists the amounts charged to these related parties for property management services for the year ended June 30:

	2023	2022
Second Step, Inc.	$ 7,261	$ 9,681
Second Step II, Inc.	2,966	2,966
St. Luke's Homes, Inc.	2,657	2,657
Waterside Homes, Inc.	5,478	5,478
Total	$ 18,362	$ 20,782

The following lists the net amount due from these related parties as of June 30:

	2023	2022
Second Step, Inc.	$ 60,861	$ 9,837
Second Step II, Inc.	38,222	38,222
St. Luke's Homes, Inc.	200,931	144,096
Waterside Homes, Inc.	82,993	42,604
Total	$ 383,007	$ 234,759

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NOTE 18 CONCENTRATION OF CREDIT RISK

Financial instruments, which potentially subject the Organization to concentration of credit risk, include cash and cash equivalents and investments. It is the Organization's practice to place its cash and cash equivalents and investments in high credit quality institutions to mitigate this risk. The Organization maintains its cash balances at several financial institutions which at times, may exceed federally insured limits.

NOTE 19 CONCENTRATION OF REVENUE AND RECEIVABLES

The Organization receives a majority of its total revenue and support from one payor of its service fee revenue. For the year ended June 30, 2023 and 2022, revenue from the state of Maryland funded Medicaid program made up approximately 52% and 69% of total revenue and support, respectively. Receivables from this program for services performed were approximately 69% and 82% of net accounts and contributions and grants receivables as of June 30, 2023 and 2022, respectively.

NOTE 20 GENERAL CONTINGENCIES

Litigation

From time to time, the Organization may be a party to lawsuits or have claims pending against it. In the opinion of management, the ultimate liabilities, if any, resulting from such lawsuits and claims will not materially affect the financial position of the Organization.

NOTE 21 SUPPLEMENTAL CASH FLOW INFORMATION

Noncash Investing and Financing Transactions

During the year ended June 30, 2023 and 2022 equity participation liability increased (decreased) by $92,599 and ($13,509) as a result of a decrease of the estimated home values discounted to present value.

Supplemental Disclosure of Cash Flow Information

Cash paid for interest during the year ended June 30, 2023 and 2022, was $243,601 and $237,134, respectively.

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NOTE 22 CONDITIONAL GRANTS

The Organization had $342,863 and $1,424,798 in conditional grants and contributions for which the condition had not been met as of June 30, 2023 and 2022, respectively.

NOTE 23 ACQUSITION OF SOUTHERN MARYLAND COMMUNITY NETWORK

On September 23, 2022, the Board of Directors of Cornerstone Montgomery approved a plan and agreement of acquisition that established a framework for acquiring Southern Maryland Community Network. Southern Maryland Community Network is a 501 (C)(3) nonprofit behavioral health provider serving Calvert, St. Mary's and Charles Counties. A final affirmative vote of confidence by the Board occurred in March 2023 and the acquisition was effective as of April 1, 2023. In connection with the acquisition, the accounts of Southern Maryland were valued at fair value. During the acquisition control by Cornerstone Montgomery of Southern Maryland Community Network was obtained through a majority board representation. Cornerstone Montgomery transferred no consideration in exchange for the net assets of Southern Maryland Community Network. The below summarizes the fair value of the assets acquired and liabilities assumed as well as the inherent contribution that resulted from the fair value of the assets acquired exceeding the fair value of the liabilities assumed.

Cash	$	746,319
Accounts Receivable		1,120,143
Grants Receivable		205,913
Prepaid Expenses		24,281
Right of Use Assets		289,036
Property and Equipment		3,936,547
Security Deposit		7,047
Total Assets Aquired	$	6,329,286
Accounts Payable and Accrued Expenses	$	314,002
Lease Liabilities		291,367
Mortgages Payable		406,323
Total Liabilities Assumed	$	1,011,692
Inherent Contribution	$	5,317,594

Preliminary Draft

CORNERSTONE MONTGOMERY, INC.
QUARTERLY REPORT TO THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE HUMAN SERVICE (DHMH 438 REPORTING REQUIREMENT)
QUARTER ENDING JUNE 30, 2023

DEPARTMENT OF HEALTH AND MENTAL HYGIENE
HUMAN SERVICE AGREEMENTS
DHMH 438
INTERIM REPORT OF ACTUAL EXPENSES, RECEIPTS
AND PERFORMANCE MEASURES

SECTION I.

1) VENDOR NAME	Cornerstone Southern Maryland	9) CONTRACT AWARD#	BH 025 MAR
2) VENDOR ADDRESS	P.O. Box 998	10) STATE FISCAL YEAR	FY 2023
3) CITY/STATE/ZIP	Prince Frederick, MD 20678	11) REPORT PERIOI	4/1/2023 TO 6/30/2023
4) PROJECT TITLE	ACT Grant Start up	By my signature, I attest that the information	
5) TELEPHONE NUMBER	(410) 535-4787	contained is correct, that payment requested is just	
6) CONTACT PERSON	Rush Cox	and correct and that payment has not been	
7) DIRECTOR'S NAME	Karen Carloni	requested previously.	
8) FEDERAL EMPLOYER II	52-1241267	12) SIGNATURE	7/17/2023
		BLUE INK	DATE

SECTION II.
SUMMARY OF EXPENDITURES

LINE ITEMS MAY NOT BE CHANGED	APPROVED TOTAL PROGRAM BUDGET	ACTUAL EXPEND. THRU 6/30/2023	VARIANCE UNDER (OVER)
SALARIES/SPECIAL PMTS	111,764.00	84,381.78	27,382.22
FRINGE	36,125.00	20,831.89	15,293.11
CONSULTANTS	10,459.00	0.00	
EQUIPMENT /FURNISHING	7,000.00	0.00	7,000.00
PURCHASE OF SERVICE	0.00		
RENOVATION	0.00		
CONSTRUCTION	0.00		
REAL PROPERTY PURCHASE	0.00		
UTILITIES	1,596.00	3,335.49	-1,739.49
RENT / OCCUPANCY EXPENSE	9,375.00	8,375.95	999.05
FOOD	0.00		
INSURANCE	3,644.00	3,369.73	274.27
PROF. DUES/LICENSE FEES	3,005.00	46.92	2,958.08
OFFICE SUPPLIES	2,863.00	453.11	2,409.89
TRANSPORT/TRAVEL	8,594.00	3,174.25	5,419.75
HOUSEKEEPING/	0.00	0.00	0.00
MAINTENANCE/REPAIRS	2,875.00	7,655.26	-4,780.26
POSTAGE	0.00	18.00	-18.00
PRINTING/DUPLICATION	0.00	12.46	-12.46
STAFF DEVELOPMENT/	0.00	0.00	0.00
TRAINING	2,000.00	12.00	1,988.00
CLIENT ACTIVITIES	2,260.00	318.65	1,941.35
ADVERTISING	0.00	0.00	0.00
LEGAL/ACCOUNTING AUDIT	0.00	0.00	0.00
TOTAL DIRECT COSTS	201,560.00	131,985.49	59,115.51
INDIRECT COST (Admin Overhead)	13,837.00	13,836.00	1.00
TOTAL COSTS	215,397.00	145,821.49	59,116.51
LESS: ACT FEE FOR SERVICE	(17,322.00)	(26,706.45)	9,384.45
	0.00		
	0.00	0.00	0.00
TOTAL	198,075.00	119,115.04	68,500.96

DHMH 438 (REV. August 2001)

SECTION III
SUMMARY OF RECEIPTS

SOURCE OF FUNDS	ACTUAL RECEIPTS	DPCA ONLY
DHMH	116,544.81	
OTHER STATE (PRP)	26,706.45	
LOCAL GOVT.		
DIRECT FEDERAL		
FUND RAISING		
UNITED CHARITIES		
INTEREST		
CARRYOVER		
FOOD STAMPS		
OTHER (SPECIFY)		
-CLIENT FEES-		
PRIVATE PAY		
MEDICAID		
MEDICARE		
INSURANCE		
SSI		
OTHER (SPECIFY)		
TOTAL	143,251.26	

SECTION IV. PERFORMANCE MEASURES

PERFORMANCE MEASURE	BUDGET ESTIMATE	YTD THRU

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CORNERSTONE MONTGOMERY, INC.
QUARTERLY REPORT TO THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE HUMAN SERVICE (DHMH 438 REPORTING REQUIREMENT)
QUARTER ENDING JUNE 30, 2023

DEPARTMENT OF HEALTH AND MENTAL HYGIENE
HUMAN SERVICE AGREEMENTS
DHMH 438
INTERIM REPORT OF ACTUAL EXPENSES, RECEIPTS
AND PERFORMANCE MEASURES

SECTION I.

1) VENDOR NAME	Cornerstone Southern Maryland	9) CONTRACT AWARD#	MH 448 OTH
2) VENDOR ADDRESS	P.O. Box 998	10) STATE FISCAL YEAR	FY 2023
3) CITY/STATE/ZIP	Prince Frederick, MD 20678	11) REPORT PERIOI	4/1/2023 TO 6/30/2023
4) PROJECT TITLE	IHIP-C Calvert & St.Mary's Counties	By my signature, I attest that the information	
5) TELEPHONE NUMBER	(410) 535-4787	contained is correct, that payment requested is just	
6) CONTACT PERSON	Rush Cox	and correct and that payment has not been	
7) DIRECTOR'S NAME	Karen Carloni	requested previously.	
8) FEDERAL EMPLOYER II	52-1241267	12) SIGNATURE	7/17/2023
		BLUE INK	DATE

SECTION II.
SUMMARY OF EXPENDITURES

LINE ITEMS MAY NOT BE CHANGED	APPROVED TOTAL PROGRAM BUDGET	ACTUAL EXPEND. THRU 6/30/2023	VARIANCE UNDER (OVER)
SALARIES/SPECIAL PMTS	55,335.00	67,454.70	(12,119.70)
FRINGE	13,120.00	14,919.56	(1,799.56)
CONSULTANTS			0.00
EQUIPMENT			0.00
PURCHASE OF SERVICE			0.00
RENOVATION			0.00
CONSTRUCTION			0.00
REAL PROPERTY PURCHASE			0.00
UTILITIES	2,083.00	1,734.67	348.33
RENT / OCCUPANCY EXPENSE	1,876.00	2,272.91	(396.91)
FOOD			0.00
INSURANCE	3,781.00	2,880.66	900.34
PROF. DUES/LICENSE FEES	525.00	422.28	102.72
OFFICE SUPPLIES	590.00	1,248.02	(658.02)
TRANSPORT/TRAVEL	3,171.00	2,130.58	1,040.42
HOUSEKEEPING/	356.00	362.53	(6.53)
MAINTENANCE/REPAIRS	2,188.00	2,428.64	(240.64)
POSTAGE	45.00	15.96	29.04
PRINTING/DUPLICATION	51.00	112.12	(61.12)
STAFF DEVELOPMENT/			0.00
TRAINING	438.00	1,041.26	(603.26)
CLIENT ACTIVITIES			0.00
ADVERTISING		0.00	0.00
LEGAL/ACCOUNTING AUDIT	375.00	0.00	375.00
TOTAL DIRECT COSTS	83,934.00	97,023.89	(13,089.89)
INDIRECT COST (Admin Overhead)	6,609.00	6,937.50	(328.50)
TOTAL COSTS	90,543.00	103,961.39	(13,418.39)
LESS: PRP SERVICE FEE	(19,110.00)	(27,282.52)	8,172.52
LESS: PROGRAM LOSS	0.00	0.00	0.00
TOTAL	71,433.00	76,678.87	(5,245.87)

SECTION III
SUMMARY OF RECEIPTS

SOURCE OF FUNDS	ACTUAL RECEIPTS	DPCA ONLY
DHMH	76,746.68	
OTHER STATE (PRP)	27,282.52	
LOCAL GOVT.		
DIRECT FEDERAL		
FUND RAISING		
UNITED CHARITIES		
INTEREST		
CARRYOVER		
FOOD STAMPS		
OTHER (SPECIFY)		
-CLIENT FEES-		
PRIVATE PAY		
MEDICAID		
MEDICARE		
INSURANCE		
SSI		
OTHER (SPECIFY)		
TOTAL	104,029.20	

SECTION IV. PERFORMANCE MEASURES

PERFORMANCE MEASURE	BUDGET ESTIMATE	YTD THRU

DHMH 438 (REV. August 2001)

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CORNERSTONE MONTGOMERY, INC.
QUARTERLY REPORT TO THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE HUMAN SERVICE (DHMH 438 REPORTING REQUIREMENT)
QUARTER ENDING JUNE 30, 2023

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3) CITY/STATE/ZIP	Prince Frederick, MD 20678	11) REPORT PERIOI	4/1/2023 TO 6/30/2023
4) PROJECT TITLE	IHIP-C Charles County	By my signature, I attest that the information	
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		BLUE INK	DATE

SECTION II.
SUMMARY OF EXPENDITURES

LINE ITEMS MAY NOT BE CHANGED	APPROVED TOTAL PROGRAM BUDGET	ACTUAL EXPEND. THRU 6/30/2023	VARIANCE UNDER (OVER)
SALARIES/SPECIAL PMTS	23,072.00	19,983.69	3,088.31
FRINGE	5,275.00	3,798.69	1,476.31
CONSULTANTS			0.00
EQUIPMENT			0.00
PURCHASE OF SERVICE			0.00
RENOVATION			0.00
CONSTRUCTION			0.00
REAL PROPERTY PURCHASE			0.00
UTILITIES	892.00	420.24	471.76
RENT / OCCUPANCY EXPENSE	1,345.00	1,622.85	-277.85
FOOD			0.00
INSURANCE	1,058.00	1,000.18	57.82
PROF. DUES/LICENSE FEES	204.00	140.76	63.24
OFFICE SUPPLIES	369.00	560.26	-191.26
TRANSPORT/TRAVEL	542.00	1,171.14	-629.14
HOUSEKEEPING/ MAINTENANCE/REPAIRS	1,031.00	0.00 1,025.41	0.00 5.59
POSTAGE	23.00	12.48	10.52
PRINTING/DUPLICATION	15.00	37.38	-22.38
STAFF DEVELOPMENT/ TRAINING	196.00	204.99	0.00 -8.99
CLIENT ACTIVITIES			0.00
ADVERTISING		0.00	0.00
LEGAL/ACCOUNTING AUDIT	188.00	0.00	188.00
TOTAL DIRECT COSTS	34,210.00	29,978.07	4,231.93
INDIRECT COST (Admin Overhead)	2,792.00	2,737.50	54.50
TOTAL COSTS	37,002.00	32,715.57	4,286.43
LESS: PRP SERVICE FEE	(8,397.00)	(8,351.90)	-45.10
LESS: IHIS WAIVER SERVICE FEE	0.00		0.00
LESS: PROGRAM LOSS	0.00	0.00	0.00
TOTAL	28,605.00	24,363.67	4,241.33

DHMH 438 (REV. August 2001)

SECTION III
SUMMARY OF RECEIPTS

SOURCE OF FUNDS	ACTUAL RECEIPTS	DPCA ONLY
DHMH	24,219.14	
OTHER STATE (PRP)	8,351.90	
LOCAL GOVT.		
DIRECT FEDERAL		
FUND RAISING		
UNITED CHARITIES		
INTEREST		
CARRYOVER		
FOOD STAMPS		
OTHER (SPECIFY)		
-CLIENT FEES- PRIVATE PAY		
MEDICAID		
MEDICARE		
INSURANCE		
SSI		
OTHER (SPECIFY)		
TOTAL	32,571.04	

SECTION IV. PERFORMANCE MEASURES

PERFORMANCE MEASURE	BUDGET ESTIMATE	YTD THRU

Preliminary Draft

CORNERSTONE MONTGOMERY, INC.
QUARTERLY REPORT TO THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE HUMAN SERVICE (DHMH 438 REPORTING REQUIREMENT)
QUARTER ENDING JUNE 30, 2023

DEPARTMENT OF HEALTH AND MENTAL HYGIENE
HUMAN SERVICE AGREEMENTS
DHMH 438
INTERIM REPORT OF ACTUAL EXPENSES, RECEIPTS
AND PERFORMANCE MEASURES

SECTION I.

1) VENDOR NAME	Cornerstone Southern Maryland	9) CONTRACT AWARD#	MH 591 OTH
2) VENDOR ADDRESS	P.O. Box 998	10) STATE FISCAL YEAR	FY 2023
3) CITY/STATE/ZIP	Prince Frederick, MD 20678	11) REPORT PERIOI	4/1/2023 TO 6/30/203
4) PROJECT TITLE	Mental Health Stabilization (YCR)	By my signature, I attest that the information	
5) TELEPHONE NUMBER	(410) 535-4787	contained is correct, that payment requested is just	
6) CONTACT PERSON	Rush Cox	and correct and that payment has not been	
7) DIRECTOR'S NAME	Karen Carloni	requested previously.	
8) FEDERAL EMPLOYER II	52-1241267	12) SIGNATURE	7/14/2023
		BLUE INK	DATE

SECTION II.
SUMMARY OF EXPENDITURES

LINE ITEMS MAY NOT BE CHANGED	APPROVED TOTAL PROGRAM BUDGET	ACTUAL EXPEND. THRU 6/30/203	VARIANCE UNDER (OVER)
SALARIES/SPECIAL PMTS	22,683.00	11,938.90	10,744.10
FRINGE	5,399.00	1,330.28	4,068.72
CONSULTANTS	8,125.00	0.00	8,125.00
EQUIPMENT			0.00
PURCHASE OF SERVICE			0.00
RENOVATION			0.00
CONSTRUCTION			0.00
REAL PROPERTY PURCHASE			0.00
UTILITIES	930.00	504.80	425.20
RENT / OCCUPANCY EXPENSE	316.00	229.91	86.09
FOOD			0.00
INSURANCE	1,418.00	920.10	497.90
PROF. DUES/LICENSE FEES	125.00	140.76	-15.76
OFFICE SUPPLIES	644.00	119.59	524.41
TRANSPORT/TRAVEL	1,814.00	0.00	1,814.00
HOUSEKEEPING/	111.00	117.16	-6.16
MAINTENANCE/REPAIRS	908.00	484.53	423.47
POSTAGE	28.00	0.00	28.00
PRINTING/DUPLICATION	202.00	49.83	152.17
STAFF DEVELOPMENT/			0.00
TRAINING	367.00	0.00	367.00
CLIENT ACTIVITIES			0.00
ADVERTISING	188.00	0.00	188.00
LEGAL/ACCOUNTING AUDIT	188.00	0.00	188.00
TOTAL DIRECT COSTS	43,446.00	15,835.86	27,610.14
INDIRECT COST (Admin Overhead)	4,827.00	3,243.00	1,584.00
TOTAL COSTS	48,273.00	19,078.86	29,194.14
LESS:			0.00
LESS:			0.00
LESS:			0.00
TOTAL	48,273.00	19,078.86	29,194.14

DHMH 438 (REV. August 2001)

SECTION III
SUMMARY OF RECEIPTS

SOURCE OF FUNDS	ACTUAL RECEIPTS	DPCA ONLY
DHMH	19,079.24	
OTHER STATE (PRP)	0.00	
LOCAL GOVT.		
DIRECT FEDERAL		
FUND RAISING		
UNITED CHARITIES		
INTEREST		
CARRYOVER		
FOOD STAMPS		
OTHER (SPECIFY)		
-CLIENT FEES-		
PRIVATE PAY		
MEDICAID		
MEDICARE		
INSURANCE		
SSI		
OTHER (SPECIFY)		
TOTAL	19,079.24	

SECTION IV. PERFORMANCE MEASURES

PERFORMANCE MEASURE	BUDGET ESTIMATE	YTD THRU

Preliminary Draft

CORNERSTONE MONTGOMERY, INC.
QUARTERLY REPORT TO THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE HUMAN SERVICE (DHMH 438 REPORTING REQUIREMENT)
QUARTER ENDING JUNE 30, 2023

DEPARTMENT OF HEALTH AND MENTAL HYGIENE
HUMAN SERVICES AGREEMENTS
DHMH 438
INTERIM REPORT OF ACTUAL EXPENSES & RECEIPTS
AND PERFORMANCE MEASURES

SECTION I.

1) VENDOR NAME	Cornerstone Southern Maryland	9) CONTRACT AWARD #	BH308MCS / F897N
2) VENDOR ADDRESS	P. O. Box 998	10) STATE FISCAL YEAR	FY 2023
3) CITY/STATE/ZIP	Prince Frederick, MD 20678	11) REPORTING PERIOD	4/1/2023 TO 6/30/2023
4) PROJECT TITLE	Maryland Readmission Reduction Pilot Program	By my signature, I attest that the information contained is	
5) TELEPHONE NUMBER	(410) 535-4787	correct, that payment requested is just and correct and that	
6) CONTACT PERSON	Rush Cox	payment has not been requested previously.	
7) DIRECTOR'S NAME	Karen Carloni	12) SIGNATURE	7/19/2023
8) FEDERAL EMPLOYER ID	52-1241267	(BLUE INK)	DATE

SECTION II. SUMMARY OF EXPENDITURES

LINE ITEMS MAY NOT BE CHANGED	FINAL/APPROVED TOTAL PROGRAM BUDGET	ACTUAL EXPEND YTD 6/30/2023	VARIANCE UNDER (OVER)
SALARIES/SPEC. PMTS.	21,090.00	1,370.43	19,719.57
FRINGE	3,796.00	132.91	3,663.09
CONSULTANTS	3,049.00	0.00	3,049.00
EQUIPMENT	0.00	0.00	0.00
PURCHASE OF SERVICE	0.00	0.00	0.00
RENOVATION	0.00	0.00	0.00
CONSTRUCTION	0.00	0.00	0.00
REAL PROPERTY PURCHASE	0.00	0.00	0.00
UTILITIES	779.00	26.27	752.73
RENT/OCCUPANCY EXPENSES	734.00	170.25	563.75
FOOD	0.00	0.00	0.00
MEDICINES & DRUGS	0.00	0.00	0.00
MEDICAL SUPPLIES	0.00	0.00	0.00
OFFICE SUPPLIES	153.00	5.12	147.88
TRANSPORT/TRAVEL	1,374.00	42.44	1,331.56
HOUSEKEEPING/	0.00	0.00	0.00
MAINTENANCE/REPAIRS	307.00	43.29	263.71
POSTAGE	76.00	0.00	76.00
PRINTING/DUPLICATION	164.00	2.24	161.76
STAFF DEVELOPMENT/	306.00	1.65	304.35
TRAINING	0.00	0.00	0.00
CLIENT ACTIVITIES	0.00	0.00	0.00
ADVERTISING	0.00	0.00	0.00
INSURANCE	1,245.00	58.11	1,186.89
LEGAL/ACCOUNTING AUDIT	200.00	0.00	200.00
PROFESSIONAL DUES	342.00	56.77	285.23
OTHER	0.00	0.00	0.00
(ATTACH ITEMIZATION)	0.00	0.00	0.00
LICENSE - HMIS	0.00	0.00	0.00
PROGRAM SUPPLIES	0.00	4.50	(4.50)
TOTAL DIRECT COSTS	33,615.00	1,913.98	31,701.02
INDIRECT COST	3,735.00	173.25	3,561.75
TOTAL COSTS	37,350.00	2,087.23	35,262.77

SECTION III. SUMMARY OF RECEIPTS

SOURCE OF FUNDS	ACTUAL RECEIPTS	DPCA ONLY
DHMH	2,087.23	
OTHER STATE		
LOCAL GOVT.		
DIRECT FEDERAL		
FUND RAISING		
UNITED CHARITIES		
INTEREST		
CARRYOVER		
FOOD STAMPS		
OTHER (SPECIFY)		
CLIENT FEES		
PRIVATE PAY		
MEDICAID		
MEDICARE		
INSURANCE		
SSI		
OTHER (SPECIFY)		
TOTAL	2,087.23	

SECTION IV. PERFORMANCE MEASURES

PERFORMANCE MEASURE	BUDGET ESTIMATE	YTD THRU
See attachment		

Preliminary Draft

CORNERSTONE MONTGOMERY, INC.
QUARTERLY REPORT TO THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE HUMAN SERVICE (DHMH 438 REPORTING REQUIREMENT)
QUARTER ENDING JUNE 30, 2023

DEPARTMENT OF HEALTH AND MENTAL HYGIENE
HUMAN SERVICE AGREEMENTS
DHMH 438
INTERIM REPORT OF ACTUAL EXPENSES, RECEIPTS
AND PERFORMANCE MEASURES

SECTION I.

1) VENDOR NAME	Cornerstone Southern Maryland	9) CONTRACT AWARD#	
2) VENDOR ADDRESS	P.O. Box 998	10) STATE FISCAL YEAR	FY 2023
3) CITY/STATE/ZIP	Prince Frederick, MD 20678	11) REPORT PERIOI	4/1/2023 TO 6/30/2023
4) PROJECT TITLE	Behavior Health Liaison	By my signature, I attest that the information	
5) TELEPHONE NUMBER	(410) 535-4787	contained is correct, that payment requested is just	
6) CONTACT PERSON	Rush Cox	and correct and that payment has not been	
7) DIRECTOR'S NAME	Karen Carloni	requested previously.	
8) FEDERAL EMPLOYER II	52-1241267	12) SIGNATURE (BLUE INK)	7/25/2023 DATE

SECTION II.
SUMMARY OF EXPENDITURES

LINE ITEMS MAY NOT BE CHANGED	APPROVED TOTAL PROGRAM BUDGET	ACTUAL EXPEND. THRU 6/30/2023	VARIANCE UNDER (OVER)
SALARIES/SPECIAL PMTS	22,532.00	29,473.59	(6,941.59)
FRINGE	3,754.00	7,962.83	(4,208.83)
CONSULTANTS	799.00	0.00	799.00
EQUIPMENT	0.00	0.00	-
PURCHASE OF SERVICE	0.00	0.00	-
RENOVATION	0.00	0.00	-
CONSTRUCTION	0.00	0.00	-
REAL PROPERTY PURCHASE	0.00	0.00	-
UTILITIES	969.00	711.34	257.66
RENT/OCCUPANCY EXPENSE	315.00	421.32	(106.32)
FOOD	0.00	0.00	-
INSURANCE	1,270.00	2,197.70	(927.70)
PROF. DUES/LICENSE FEES	156.00	140.76	15.24
OFFICE SUPPLIES	245.00	58.70	186.30
TRANSPORT/TRAVEL	276.00	6.00	270.00
HOUSEKEEPING/	0.00	0.00	-
MAINTENANCE/REPAIRS	307.00	490.53	(183.53)
POSTAGE	76.00	0.00	76.00
PRINTING/DUPLICATION	165.00	62.29	102.71
STAFF DEVELOPMENT/	0.00	0.00	-
TRAINING	168.00	0.00	168.00
CLIENT ACTIVITIES	0.00	0.00	-
ADVERTISING	0.00	0.00	-
LEGAL/ACCOUNTING AUDIT	200.00	0.00	200.00
OTHER: PROGRAM SUPPLIES	77.00	97.67	(20.67)
VEHICLE LEASE	1,195.00	0.00	1,195.00
RECRUITING	0.00	0.00	-
TOTAL DIRECT COSTS	32,504.00	41,622.73	(9,118.73)
Indirect Cost (admin Overhead)	3,611.00	4,312.00	(701.00)
TOTAL COSTS	36,115.00	45,934.73	(9,819.73)
LESS: PROGRAM LOSS	-		-
TOTAL DHMH FUNDING	36,115.00	45,934.73	(9,819.73)

SECTION III
SUMMARY OF RECEIPTS

SOURCE OF FUNDS	ACTUAL RECEIPTS	DPCA ONLY
DHMH	$ 36,115.23	
OTHER STATE		
LOCAL GOVT.		
DIRECT FEDERAL		
FUND RAISING		
UNITED CHARITIES		
INTEREST		
CARRYOVER		
FOOD STAMPS		
OTHER (SPECIFY)		
-CLIENT FEES-		
PRIVATE PAY		
MEDICAID		
MEDICARE		
INSURANCE		
SSI		
OTHER (SPECIFY)		
TOTAL	$ 36,115.23	

SECTION IV. PERFORMANCE MEASURES

PERFORMANCE MEASURE	BUDGET ESTIMATE	YTD THRU

DHMH 438 (REV. August 2001)

Preliminary Draft

CORNERSTONE MONTGOMERY, INC.
QUARTERLY REPORT TO THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE HUMAN SERVICE (DHMH 438 REPORTING REQUIREMENT)
QUARTER ENDING JUNE 30, 2023

DEPARTMENT OF HEALTH AND MENTAL HYGIENE
HUMAN SERVICES AGREEMENTS
DHMH 438
INTERIM REPORT OF ACTUAL EXPENSES & RECEIPTS
AND PERFORMANCE MEASURES

SECTION I.

1) VENDOR NAME	Cornerstone Southern Maryland	9) CONTRACT AWARD #	0
2) VENDOR ADDRESS	P. O. Box 998	10) STATE FISCAL YEAR	FY 2023
3) CITY/STATE/ZIP	Prince Frederick, MD 20678	11) REPORTING PERIOD	4/1/2023 TO 6/30/2023
4) PROJECT TITLE	Project for Assistance in Transition from Homelessness	By my signature, I attest that the information contained is	
5) TELEPHONE NUMBER	(410) 535-4787	correct, that payment requested is just and correct and that	
6) CONTACT PERSON	Rush Cox	payment has not been requested previously.	
7) DIRECTOR'S NAME	Karen Carloni	12) SIGNATURE	7/25/2023
8) FEDERAL EMPLOYER ID	52-1241267	(BLUE INK)	DATE

SECTION II. SUMMARY OF EXPENDITURES

LINE ITEMS MAY NOT BE CHANGED	FINAL/APPROVED TOTAL PROGRAM BUDGET	ACTUAL EXPEND YTD 6/30/2023	VARIANCE UNDER (OVER)
SALARIES/SPEC. PMTS.	6,990.00	7,769.27	(779.27)
FRINGE	545.00	902.68	(357.68)
CONSULTANTS	0.00	0.00	0.00
EQUIPMENT	0.00	0.00	0.00
PURCHASE OF SERVICE	0.00	0.00	0.00
RENOVATION	0.00	0.00	0.00
CONSTRUCTION	0.00	0.00	0.00
REAL PROPERTY PURCHASE	0.00	0.00	0.00
UTILITIES	258.00	222.89	35.11
RENT/OCCUPANCY EXPENSES	1,274.00	1,352.37	(78.37)
FOOD	0.00	0.00	0.00
MEDICINES & DRUGS	0.00	0.00	0.00
MEDICAL SUPPLIES	0.00	0.00	0.00
OFFICE SUPPLIES	39.00	132.59	(93.59)
TRANSPORT/TRAVEL	273.00	3.00	270.00
HOUSEKEEPING/	0.00	0.00	0.00
MAINTENANCE/REPAIRS	218.00	322.33	(104.33)
POSTAGE	18.00	4.18	13.82
PRINTING/DUPLICATION	14.00	37.38	(23.38)
STAFF DEVELOPMENT/	79.00	0.00	79.00
TRAINING	0.00	0.00	0.00
CLIENT ACTIVITIES	0.00	0.00	0.00
ADVERTISING	0.00	0.00	0.00
INSURANCE	263.00	193.24	69.76
LEGAL/ACCOUNTING AUDIT	125.00	0.00	125.00
PROFESSIONAL DUES	158.00	140.76	17.24
OTHER	0.00	0.00	0.00
(ATTACH ITEMIZATION)	0.00	0.00	0.00
LICENSE - HMIS	169.00	0.00	169.00
PROGRAM SUPPLIES	72.00	108.50	(36.50)
RENTAL/HOUSING ASSISTAN	38.00	0.00	38.00
SPECIAL PROJECTS	0.00	0.00	0.00
TOTAL DIRECT COSTS	10,533.00	11,189.19	(656.19)
INDIRECT COST	334.00	351.00	(17.00)
TOTAL COSTS	10,867.00	11,540.19	(673.19)

SECTION III. SUMMARY OF RECEIPTS

SOURCE OF FUNDS	ACTUAL RECEIPTS	DPCA ONLY
DHMH	33,438.00	
OTHER STATE		
LOCAL GOVT.		
DIRECT FEDERAL		
FUND RAISING		
UNITED CHARITIES		
INTEREST		
CARRYOVER		
FOOD STAMPS		
OTHER (SPECIFY)		
SMCN PROG SUPPORT	12,878.33	
CLIENT FEES		
PRIVATE PAY		
MEDICAID		
MEDICARE		
INSURANCE		
SSI		
OTHER (SPECIFY)		
TOTAL	46,316.33	

SECTION IV. PERFORMANCE MEASURES

PERFORMANCE MEASURE	BUDGET ESTIMATE	YTD THRU
See attachment		

Preliminary Draft

DHMH 438 (JUNE, 1997)

CORNERSTONE MONTGOMERY, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2023

Federal Grantor/Pass through Grantor/ Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Federal Expenditures
Department of Health and Human Services				
COVID 19 - Demonstration Programs to Improve Community Mental Health Services	93.829	N/A	$ -	$ 1,170,029
Certified Community Behavioral Health Clinic Expansion Grants	93.696	N/A	-	342,863
Total Expenditures of Federal Awards			$ -	$ 1,512,892

Preliminary Draft

See Accompanying Notes to Schedule of Expenditures of Federal Awards.

CORNERSTONE MONTGOMERY, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
JUNE 30, 2023

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Cornerstone Montgomery, Inc., (the Organization) under programs of the federal government for the year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures are reported on the modified cash basis of accounting which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Under the modified cash basis of accounting, expenses for capitalized assets and prepaid items are recognized when paid. If the schedule were maintained on the accrual basis of accounting, all expenses would be recognized when incurred. The modified cash basis includes accounts payable and accrued expenses as it does on an accrual basis. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COSTS

The Organization has elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

Preliminary Draft

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Cornerstone Montgomery, Inc.
Rockville, Maryland

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Cornerstone Montgomery, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated Report Date.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Cornerstone Montgomery, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Cornerstone Montgomery, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Cornerstone Montgomery, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses.

Preliminary Draft

We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as items [list the findings reference numbers, for example 20X1-003 and 20X1-004] that we consider to be significant deficiencies.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Cornerstone Montgomery, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying schedule of findings and questioned costs as items [list the findings reference numbers, for example, 20X1-001 and 20X1-002].

Cornerstone Montgomery, Inc.'s Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on Cornerstone Montgomery, Inc.'s response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. Cornerstone Montgomery, Inc.'s response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

Arlington, Viriginia
Report Date

Preliminary Draft

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
Cornerstone Montgomery, Inc.
Rockville, Maryland

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Cornerstone Montgomery, Inc.'s compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on Cornerstone Montgomery, Inc.'s major federal program for the year ended June 30, 2023. Cornerstone Montgomery, Inc.'s major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Cornerstone Montgomery, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative* Requirements*, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Cornerstone Montgomery, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Cornerstone Montgomery, Inc.'s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to Cornerstone Montgomery, Inc.'s federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Cornerstone Montgomery, Inc.'s compliance based on our audit. Reasonable assurance is a

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high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Cornerstone Montgomery, Inc.'s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Cornerstone Montgomery, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of Cornerstone Montgomery, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Cornerstone Montgomery, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items [list the reference numbers of the related findings, for example, 20X1-001 and 20X1-002]. Our opinion on each major federal program is not modified with respect to these matters.

Government Auditing Standards requires the auditor to perform limited procedures on Cornerstone Montgomery, Inc.'s response to the noncompliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. Cornerstone Montgomery, Inc.'s response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance

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requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

CliftonLarsonAllen LLP

Arlington, Viriginia
Report Date

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CORNERSTONE MONTGOMERY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 31, 2023

Section I – Summary of Auditors' Results

Financial Statements

1. Type of auditors' report issued: Unmodified
2. Internal control over financial reporting:
   - Material weaknesses identified? _____ yes ____x____ no
   - Significant deficiencies identified? _____ yes ____x____ none reported
3. Noncompliance material to financial statements noted? _____ yes ____x____ no

Federal Awards

1. Internal control over major federal programs:
   - Material weaknesses identified? _____ yes ____x____ no
   - Significant deficiencies identified? ____x____ yes _____ none reported
2. Type of auditors' report issued on compliance for major federal programs: Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? ____x____ yes _____ no

Identification of Major Federal Programs

Assistance Listing Numbers	**Name of Federal Program or Cluster**
93.829	Demonstration Programs to Improve Community Mental Health Services

Dollar threshold used to distinguish between Type A and Type B programs: $ 750,000

Auditee qualified as low-risk auditee? _____ yes ____x____ no

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Section II – Financial Statement Findings

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards*.

Section III – Federal Award Findings and Questioned Costs – Major Federal Programs

2023-001 Reporting

Federal Agency: Department of Health and Human Services

Federal Program Name: COVID 19 - Demonstration Programs to Improve Community Mental Health Services

Federal Award Identification Number and Year: H79SM083348 - 2023

Assistance Listing Number: 93.829

Award Period: February 15, 2021 – February 14, 2023

Type of Finding:

- Significant Deficiency in Internal Control over Compliance
- Other Matter - Compliance

Criteria: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award requires compliance with the reporting requirements. The Organization should have internal controls designed to ensure compliance with those provisions.

Condition: During our testing, we noted the Organizations internal controls were not sufficient to ensure reports were submitted timely and documentation was maintained to support the details of the reports submitted.

Questioned Costs: None.

Context: We noted Cornerstone Montgomery did not submit timely 2 of 7 relevant reports selected for testing. In addition, there were 5 of 7 reports selected for tested where the evidence of review was not found before submission. Furthermore, for 3 of the 7 reports, we were not able to determine whether the reports were submitted timely as the Organization was not able to provide proof to substantiate timely submission.

Cause: Insufficient internal controls of reporting.

Effect: Inability to determine accuracy and timeliness of reports.

Repeat Finding: 2021-004 and 2022-001

Recommendation: We recommend internal controls over reporting be enhanced to ensure evidence is maintained to support the reports and review performed over the reports.

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Rockville Housing Enterprises

FY27 Community Development Block Grant (CDBG)

Rockville Housing Enterprises

Ms Jessica Anderson
1300 Piccard Drive #203
Rockville, MD 20850

O: 301-424-6265

Dr. James Hedrick

1300 PICCARD DR, STE 202
ROCKVILLE, MD 20850

JHedrick@RockvilleHE.org
O: 301-424-6265 x116
M: 979-777-0804

Application Form

Applicant Information and Request Amount

Project Name*
Legal name of Applicant/Organization

Rockville Housing Enterprises

Federal I.D. Number*
526015084

Type of Organization*
Nonprofit

501(c)(3) Status
If you are a nonprofit organization, upload an Internal Revenue Service letter granting non-profit status 501(c)(3).

04 RHE 501c3 status - clean.pdf

Address*
1300 Piccard Drive, Suite 202, Rockville, MD 20850

Contact Person*
Provide a name and job title.

James Hedrick

Contact Person - Telephone Number*
301-424-6265 x116

Contact Person - E-mail*
jhedrick@rockvillehe.org

Project Title*
Executive Director

Amount of CDBG Funds Requested*
$270,825.00

Amount of Total Project Budget*
$270,825.00

Would you like to collaborate on this application with another person? If yes, follow the instructions below.

Once you have started a request you will see the Collaborate button at the top of the page. This can be used to invite other people to work on this request.

- From the Collaborate pop up, enter the email address of the person you would like to invite,
- Set the Permission you would like the collaborator to have, either View, Edit, or Submit.
- And lastly, include a message and select Invite.

An email will be sent to the collaborator containing your message, their username, and a link to the logon page.

After logging into the system, the collaborator will see this request under the Collaboration Requests tab of their Applicant Dashboard. Here they can select the edit form link and start collaborating on the document. The Collaborator will have access to all forms within the request that have been assigned to the original applicant.

Project Description and Need

Project Description*
Provide a *brief* summary of your project. Describe: WHAT you will do, WHO you will serve, WHY the project is needed, WHERE you will do it, and WHAT activities you will fund with CDBG. *(NOTE: More information is requested later; this space is for a brief overview of your project.)*

We are seeking funding to support the replacement of 17 roofs and the complete gutter systems throughout the David Scull Public Housing community. This property includes 68 townhomes and one apartment building containing eight units, collectively serving 76 households.

The goal of this project is to provide modern, durable roofing and gutter systems to ensure long-term protection for residents. Many of the existing roofs and gutters are outdated and have begun to deteriorate, leading to increased risk of leaks and water damage. Upgrading these systems will enhance the structural integrity of the homes and improve the overall quality of life for residents.

If funding is approved, we will move forward with a full replacement of all identified roofing and gutter systems across the community. This investment will help safeguard the homes of low-income families and preserve a critical affordable housing resource for years to come.

Project Need*

What unmet need(s) will your project address? How did you determine that this need exists? You must provide data that quantifies the need to receive full points for Need in the scoring criteria (e.g., number of units, physical needs assessment data, photographs).

The proposed project will address critical unmet capital improvement needs at the David Scull Public Housing community, specifically the replacement of 17 aging roofs and the gutter systems across 76 housing units (68 townhomes and one 8-unit apartment building). These systems have surpassed their expected useful life and are now contributing to ongoing issues such as roof leaks, water intrusion, and structural deterioration.

Quantified Need:

Total Units Impacted: 76 households

Roof Replacements Needed: 17 individual roofs

Gutter Replacements Needed: 100% of gutters on 76 units (both townhomes and apartment building)

Age of Existing Roofs: Ranging from 20 to 30+ years old

Recommended Roof Lifespan: 15–20 years for asphalt shingle roofing (HUD Physical Needs Assessment Guidelines)

Maintenance Records: Over the past 12 months, maintenance logs show 15 separate work orders related to roof leaks and water damage caused by gutter overflows or failure

Resident Impact: Reports of ongoing water intrusion in 12 units during seasonal rains, confirmed by site inspections

Assessment of Need:

A recent Physical Needs Assessment (PNA) conducted in Q2 of 2025 identified the roofs and gutter systems as Priority 1 (Critical Repairs), noting significant wear and vulnerability to future damage. The report cited multiple areas of shingle loss, soft spots due to water saturation, and clogged or detached gutters. These conditions contribute to:

Interior water damage and mold risks

Increased maintenance costs

Health and safety concerns for residents

Photographic evidence and inspection summaries from the PNA further support the urgent need for replacement. (These documents can be provided upon request or attached as part of the application packet.)

Without intervention, continued roof and gutter deterioration will lead to higher long-term repair costs and potential displacement of families due to uninhabitable conditions.

Project Need Attachments

Please compile attachments (including photos) into one pdf, doc or docx file. *If the attachments exceed the maximum file size, send them to Chuck Dunn, cdunn@rockvillemd.gov.*

Location of Project*

Where will this project be physically located? For projects, provide the address of the project; for programs, state the location from which the program will be operated. *Project activities should take place within the corporate limits of the City of Rockville.*

David Scull Public Housing, 1202 - 1327 First Street, Rockville, MD 20850

Photos of the project will be sent to Chuck Dunn via email.

Location of Project - Historic District*

Will this project be located in one of Rockville's Historic Districts? View the map of Rockville Historic Districts.

No

Service Area*

Is there a primary service area(s) for this project?

Yes

Service Area - Description

If you selected “yes” to the previous question, briefly describe the boundaries of the service area (e.g. by streets, neighborhoods, or census tracts). Answering “no” signifies that services are provided citywide without regard to location.

David Scull Public Housing, 1202 - 1327 First Street, Rockville, MD 20850
The property is located south and west of East Gude Drive, north and west of David Scull Park. It is also located east of Lofstrand Ln and north of Taft St., behind the light industrial areas that front those two roads. A Google Map link here shows the site location and the Community Center:
https://maps.app.goo.gl/u1XGSMyCq1xEwCR27

Service Area - Outside City of Rockville

If some people served come from outside the City of Rockville, please provide a breakdown of Rockville residents versus non-Rockville residents.

N/A

Number Served*

Estimate the total number of people or households who will directly benefit from this project.

76

Number LMI Served*

Estimate the total number of low- and moderate-income people or households who will directly benefit from this project. *See pg. 4 of the **APPLICATION INSTRUCTIONS** for the definition of "low- and moderate-income ("LMI")."*

76

Percentage LMI Served*

What percentage of the total people or households served are expected to be of low- and moderate-income. *See pg. 4 of the **APPLICATION INSTRUCTIONS** for the definition of "low- and moderate-income ("LMI")."*

100

Identify the source of your estimates*

Estimates provided by Golden America Builders LLC.

Recruitment/Referral Process*

Describe how beneficiaries will be recruited or referred to the project or program.

The proposed project will benefit existing residents of the David Scull Public Housing community, which is owned and operated by the local Public Housing Authority (PHA). As such, no additional recruitment or referral process is necessary for identifying project beneficiaries.

Automatic Inclusion: All 76 currently occupied units (68 townhomes and one 8-unit apartment building) are already home to low- to moderate-income (LMI) households, as defined by HUD. These households will automatically benefit from the roofing and gutter improvements as current tenants of the property. All households undergo income verification at move-in and annual recertification to ensure compliance with HUD's LMI requirements.
Residents will be notified in advance of construction schedules.
Since this is a capital improvement project targeting an existing public housing community, the beneficiaries are predetermined, and the PHA's intake and leasing procedures ensure continued service to LMI households only.

Eligibility Process*

Describe how you will determine eligibility for the program and document that at least 70 percent of the housing units are occupied by LMI households or that 70 percent of the program's beneficiaries have low- or moderate-incomes, as defined by HUD.

The David Scull Public Housing community is operated under a public housing program, which means that 100% of the residents meet HUD's definition of Low- or Moderate-Income (LMI) households. Public housing eligibility is based on income limits set annually by HUD, and all applicants must fall below those limits to qualify for tenancy.

Ongoing Compliance: Resident incomes are recertified annually in accordance with HUD regulations to ensure continued eligibility.
Documentation: Income verification includes third-party documentation (e.g., pay stubs, Social Security statements, tax returns) and is stored securely in tenant files, available for audit or review.

HUD Form 50058 data submitted for each household

In summary, this project will exclusively benefit LMI households, with well-documented eligibility and compliance processes already in place as part of public housing operations. This ensures that the project meets or exceeds HUD's threshold for LMI benefit.

Project Goals*

List the specific goals that you hope to achieve through this project; goals should be quantitative and measurable in nature. *The activity should have clearly stated goals and evaluation criteria that are specific, measurable, and realistic.*

Replace 17 Roofs Across the Community

Goal: Complete full roof replacement on 17 buildings by the end of the project timeline.

Measurement: Pre- and post-construction inspections; contractor reports confirming completion.

Target Date: Within 12 months of project start.

Success Criteria: 100% of the 17 roofs replaced and passing final inspection.

Install New Gutter Systems on 76 Housing Units

Goal: Replace all gutters on 68 townhomes and one 8-unit apartment building.

Measurement: Contractor completion reports, photographic documentation, and final inspections.

Target Date: Within 12 months of project start.

Success Criteria: All 76 units equipped with fully functional gutter systems.

Reduce the Number of Roof- and Gutter-Related Work Orders by 90% Within 6 Months of Project Completion

Goal: Significantly reduce maintenance issues related to leaks and water damage.

Measurement: Comparison of maintenance work order logs from 6 months pre-project and 6 months post-project.

Baseline: 27 work orders for roof/gutter-related issues in the past 24 months.

Success Criteria: Fewer than 3 new roof/gutter-related work orders in the 6 months following project completion.

Improve Resident Satisfaction Related to Unit Condition by 25%

Goal: Increase resident satisfaction with housing quality, particularly related to roofing and leaks.

Measurement: Pre- and post-project resident surveys focusing on unit condition.

Baseline: (To be determined through pre-project survey)

Success Criteria: At least a 25% increase in satisfaction scores on survey questions related to leaks, roofing, and water damage.

Ensure 100% of Project Beneficiaries Are Low- to Moderate-Income (LMI) Households

Goal: Maintain compliance with HUD's LMI benefit requirement.

Measurement: Occupancy records and income certifications as verified through HUD Form 50058 and annual reporting.

Success Criteria: All 76 households are LMI-qualified per HUD standards throughout the project duration.

Action Plan

Quarterly Schedule: Any CDBG funds awarded should be fully expended within a 12-month period. *The activity should have a clear plan of action that is consistent with the budget and that demonstrates that the applicant has the capacity to implement the proposed plan.*

Describe the implementation plan for the project by listing a quarterly schedule of key activities / milestones and the corresponding draw down of CDBG funds in the following questions:

First Quarter - Key Activities*

List key tasks and milestones during the quarter. Write N/A, if no activities are planning during the quarter.

Q1 – Planning & Pre-Construction: Finalize scope, budget, and funding; issue and review RFPs; select contractors; complete site inspections and obtain permits. Conduct planning meetings and inform residents of the project timeline. Deliverables include executed contracts, an approved construction schedule, and a resident communication plan.

Second Quarter - Key Activities*

List key tasks and milestones during the quarter. Write N/A, if no activities are planning during the quarter.

Q2 – Begin phased roof and gutter replacements (approx. 30% of units). Mobilize crews, perform quality control inspections, and maintain communication with staff and residents. Address any unforeseen issues. Deliverables include completion of Phase I and related inspection reports and punch lists.

Third Quarter - Key Activities*

List key tasks and milestones during the quarter. Write N/A, if no activities are planning during the quarter.

Q3 – Phase II Construction

Objectives:

Continue and complete the second phase of roof and gutter replacements

Key Activities:

Replace roofs and gutters on next set of buildings (another 30–35%)

Continue quality assurance and contractor oversight

Provide mid-project progress update to leadership and funders

Continue coordination with residents and property staff

Deliverables:

Completion of Phase II
Updated project status reports
Mid-project budget and schedule review

Fourth Quarter - Key Activities*

List key tasks and milestones during the quarter. Write N/A, if no activities are planning during the quarter.

Q4 – Complete final construction (35–40%), conduct inspections, resolve punch list items, and collect resident feedback. Submit final reports, process payments, and close out the project. Deliverables include completion certificate, compliance reports, satisfaction summary, and close-out report. Oversight by Asset Manager (50%) and Maintenance Supervisor (40%) with ongoing progress reports to leadership.

First Quarter - $ Draw Down*

Estimate the draw down of CDBG funds in the quarter.

$67,706.25

Second Quarter - $ Draw Down*

Estimate the draw down of CDBG funds in the quarter.

$67,706.25

Third Quarter - $ Draw Down*

Estimate the draw down of CDBG funds in the quarter.

$67,706.25

Fourth Quarter - $ Draw Down*

Estimate the draw down of CDBG funds in the quarter.

$67,706.25

Budget and Leveraging

Project Budget Form*

1. Download the Budget Form (doc file).
2. Fill out the budget form and save it. Instructions are provided on page 1 of the packet.
3. Upload the completed form using the "upload a file" button below.

CDBG Application Budget_David Scull Roofs and Gutters.doc

Expenditure Details*

Describe in detail types of expenditures CDBG will fund (i.e., labor, materials, etc.).

CDBG funds will be used exclusively for eligible hard costs associated with the capital improvement project at David Scull Public Housing. This includes the removal and replacement of aging and deteriorated roofing systems and gutters across all applicable residential buildings. The scope of expenditures includes:

Procurement of materials (roofing shingles, underlayment, gutters, downspouts, flashing, etc.)

Contractor labor for demolition, installation, and site clean-up

Safety measures and compliance-related work (e.g., scaffolding, fall protection, site containment)

Permitting and inspections required by local authorities

Quality assurance testing and final inspections

These expenditures are necessary to preserve safe, decent, and sanitary housing for low-income residents and align directly with CDBG program goals related to the rehabilitation of affordable housing and the prevention of further deterioration of public housing infrastructure

Cost Estimate Details*

How did you determine the cost estimates included in the CDBG Project Budget Form?

The estimated costs were provided by a vendor, Golden America Builders LLC. We have worked with this builder at this site previously and have confidence in their estimates.

Cost Estimate Details - Attachments

Upload any supporting documents for your cost estimates (including bids, research or past documentation for previous projects).

Golden Buildings America - CDBGCoRFY2027_CombRoof-GutterEstimate.pdf

Davis-Bacon Labor Standards and Wages*

If you propose construction, rehabilitation, or acquisition activities, are the construction estimates incorporated into the project budget inclusive Davis-Bacon Labor Standards and Wages?

Yes

Site Ownership*

If you propose construction, rehabilitation, or acquisition activities, does your organization own the property or site?

Yes

Site Ownership or Lease Agreement

Evidence of site control.

- If yes to the previous question, provide evidence of ownership (deed and property tax records).
- If no to the previous question, provide a copy of the lease agreement and letter from the owner confirming the proposed activities are permitted and acceptable.

Land Use/Zoning*

If you propose construction, rehabilitation, or acquisition activities, does the project require a land use and/or zoning change?

No

Land Use/Zoning - Details

If yes to the previous question, explain below.

Partial Funding*

In the past, the City has often provided partial funding for multiple projects instead of full funding for a few projects so that it could address numerous requests. Please describe, in detail, the specific changes that you will make to your project or scope of services if your project is partially funded.

If RHE is unable to receive all funding requested, the most likely changes will be a delay in completion of the project - to identify other potential funding sources to cover the proposed project (e.g., a state bond bill) - or a reduction in the number of roof repairs completed, with the reduction based on the amount provided.

Prior CDBG Funding*

List any prior CDBG grants received for this project and include the following information:

- Source (Montgomery County or the City of Rockville)
- Year of the grant
- Grant amount
- Description of the activities funded

If your project has not received any CDBG funding, write in N/A.

RHE has been the recipient of several Community Development Block Grants (CDBG) to support critical capital improvement projects:

In Program Year 49, the City of Rockville awarded RHE a CDBG grant in the amount of $72,000 for the replacement of HVAC systems at the David Scull community.

In Fiscal Year 2027, Montgomery County awarded a CDBG grant totaling $728,000 for multiple improvements, including the replacement of siding on all residential units (including the senior building), the replacement of the playground, repaving and striping of all parking lots, and the replacement of the community center roof.

In Fiscal Year 2023, the City of Rockville awarded a CDBG grant in the amount of $105,525.12 for the replacement of the water submetering system.

Below is a list of all CDBG grants received from the City of Rockville since 2012:
City of Rockville 2012 $93,410 Rehabilitation of Kitchens and Baths
City of Rockville 2013 $52,464 Rehabilitation of Kitchens and Baths
City ofRockville 2014 $43,197 Rehabilitation of Kitchens and Baths
City of Rockville 2015 $15,000 Basement/Foundation Repairs and HVAC Installation
City of Rockville 2016 $55,000 Smoke/CO2 Detector Installation
City of Rockville 2017 $50,000 Smoke/CO2 Detector Installation
City of Rockville 2018 $60,000 Hot Water Heater Replacement
City of Rockville 2019 $140,200 Roof Replacements
City of Rockville 2020 $37,200 Roof Replacements
City of Rockville 2021 $60,000 Roof Replacements
City of Rockville 2022 $105,000 Submeters
City of Rockville 2023 $72,000 HVAC replacements

These grant-funded projects are essential in helping RHE maintain safe, efficient, and high-quality affordable housing for the residents of Rockville.

Leveraging*

Have you applied for funding from other sources for this project?

No

Leveraging Details*

- If yes to the previous question, to what entities have you applied? Indicate whether the funding is approved, pending or denied.
- If no to the previous question, why haven't you applied for other funding?

CBDG has been an appropriate and reliable source of funding for RHE infrastructure updates in the past and is the most appropriate funding source for this project. It is a funding source and a funder (both HUD and the City of Rockville) that we are familiar with and confident in using for such large-scale repair work. Additionally, CDBG funds have an appropriate funding scale to allow us to complete many roof repairs as part of a single project, as opposed to using multiple funding sources for several smaller projects to repair the same overall number of units. This allows us to concentrate our administrative and oversight efforts, increasing our efficiency.

Leveraged Funds #1
For approved funds, provide a copy of each commitment or award letter.

Leveraged Funds #2
For approved funds, provide a copy of each commitment or award letter.

Leveraged Funds #3
For approved funds, provide a copy of each commitment or award letter.

Volunteer or In-kind Contributions
If you will use volunteers or in-kind contributions for this project, please explain how:

N/A

Long-term Sustainability*
Explain, in detail, your long-term sustainability plan for this project. If you are proposing rehabilitation or construction activities, describe your long-term operation and maintenance plans for the project, including your plan to keep the housing affordable for LMI households (i.e., source of subsidy). If you are proposing a program, describe your plan for operating this program once CDBG funds are no longer available.

Rockville Housing Enterprises (RHE) is committed to the long-term preservation of its public housing portfolio, including the improvements funded through this CDBG project. Following the roof and gutter replacements at David Scull Public Housing, RHE will implement a comprehensive operation and maintenance plan to protect this investment and ensure continued building integrity.

RHE will conduct quarterly inspections of the property to monitor the condition of the new roofs and gutters. Any issues identified during these inspections will be promptly addressed to prevent deterioration and minimize future repair costs. Maintenance activities will be documented and tracked using RHE's internal work order system, and reviewed by the Asset Management and Maintenance teams.

In addition to regular inspections, RHE uses a Capital Needs Assessment (CNA) and maintains Annual and Five-Year Capital Improvement Plans to guide long-term property investments. These plans ensure that capital needs are identified early and that funding is allocated efficiently to preserve the quality and safety of the housing stock.

To maintain long-term affordability for low- and moderate-income (LMI) households, RHE will continue operating the property under HUD's Public Housing and Project-Based Voucher (PBV) programs. These federal subsidies allow RHE to keep rents affordable and ensure compliance with HUD income eligibility requirements. The public housing designation also provides long-term affordability protections through regulatory oversight.

This approach—combining proactive maintenance, long-term capital planning, and continued federal subsidy—ensures the sustainability of the improvements and protects affordable housing access for current and future residents.

Key Staff and Partnerships

Key Staff Instructions: Provide the name and list of information below for each key staff person who is responsible for carrying out your program's CDBG action plan.

Name - Key Staff #1*

Karshia Farrow-Butler

Project Role - Key Staff #1*

List the following information about the staff member:

- Number of years with the organization
- Percentage of time to be devoted to the project
- Job responsibilities/experience relevant to proposed project

Karshia Farrow-Butler has been a valued member of the RHE staff for one year and will serve as the primary point of contact. As Asset Manager, she is responsible for overseeing both the financial and physical components of capital improvement projects. Ms. Farrow-Butler has successfully managed the comprehensive renovation of multiple properties, including upgrades to lobbies, hallways, roof decks, and residential unit interiors. She will dedicate approximately 50% of her time to this project.

Name - Key Staff #2

Jaime Bravo

Project Role - Key Staff #2

List the following information about the staff member:

- Number of years with the organization
- Percentage of time to be devoted to the project
- Job responsibilities/experience relevant to proposed project

Jaime Bravo has been a dedicated member of the RHE team for 13 years as the Maintenance Supervisor. He has been a key point of contact for all capital improvement projects across RHE properties and brings an extensive background in maintenance operations. Mr. Bravo's deep knowledge of the property and hands-on experience make him an essential asset to the successful implementation of this project. He will be dedicating approximately 40% of his time to supporting and overseeing this initiative.

Name - Key Staff #3

James Hedrick

Project Role - Key Staff #3

List the following information about the staff member:

- Number of years with the organization
- Percentage of time to be devoted to the project
- Job responsibilities/experience relevant to proposed project

Less than 1 year as Executive Director, 7 years as a member and then Chair of the RHE Board of Commissioners (2017 - 2024).
10%
As Executive Director, Dr. Hedrick will provide oversight over contracting, inspections, payments to contractors, and other matters related to completing the repairs.

Additional Staff

Provide a list of additional staff and their role for this project.

[Unanswered]

Partnerships*

Will you enter into a partnership with any other organization(s) to undertake this project?

No

Partnership Details

If “yes,” please list the organization(s) and its contribution(s).

Experience and Organizational Capacity

Organization's Mission*

Describe your organization’s mission and how the proposed project fits in with your organization’s mission and current activities.

Rockville Housing Enterprises (RHE) is committed to its mission of being an effective and innovative agency dedicated to providing opportunities for self-sufficiency and the creation and preservation of quality, affordable housing for the citizens of the City of Rockville. The comprehensive replacement of roofs across RHE-managed properties directly supports this mission by ensuring the long-term preservation and structural integrity of our affordable housing units. By investing in critical infrastructure improvements, RHE not only enhances the safety, comfort, and energy efficiency of its housing stock but also reinforces its commitment to providing stable, high-quality living environments for low and moderate-income individuals and families. This project is an essential step in maintaining the dignity and sustainability of affordable housing in our community.

Organization's Founding Date*

List the date or year your organization was established.

1955

Number of Full-time Staff*

Number of full-time paid staff in your organization.

21

Number of Part-time Staff*

Number of part-time paid staff in your organization.

4

Organizational Chart*

Provide a copy of your current Organizational Chart.

Copy of RHE Org Chart - 03-24-25.xlsx

New Staff*

Will a consultant(s) or contract staff be hired to help implement the project?

No

Number of NEW Full-time Staff*

Number of new staff who will be hired to work on the project, if funded.

0

Number of NEW Part-time Staff*

Number of new staff who will be hired to work on the project, if funded.

0

New Staff - Details

If “yes,” please explain the services the consultant or contract staff will offer (**NOTE:** If the project is funded, any subcontracts entered into are subject to approval by the City of Rockville Department of Housing and Community Development):

County or City Funding*

Do you currently receive, or are you applying for funding through other County or City agencies?

Yes

County or City Funding - Details

If “yes,” provide information on the activity, the amount, and what agency:

Montgomery County (DCHA): At David Scull Public Housing, planned improvements include the replacement of siding on all townhomes as well as the senior building, the replacement of the community center roof, the renovation of the playground, and the repaving and striping of all parking lots. The total amount provided is $728,000.00.

CDBG (City of Rockville): At David Scull Public Housing, the replacement of HVAC systems—including both interior and exterior units—is budgeted at $94,000.00.

Organization Budget*

Attach a copy of your organization’s annual budget for the current year.

Combined budget - FY26V1.xlsx

Organization Audit*

Attach a copy of the organization’s most recent audit.

01 RHE Audit 2024 - FINAL.pdf

Past Performance*

Have you received CDBG funds for a project of similar activities, size, and complexity in the past? (If no, skip next 3 questions)

Yes

Past Performance - Project Description

If yes to the "past performance" question, which project(s) and what year(s)?

City of Rockville 2019 $140,200 Roof Replacements. City of Rockville 2020 $37,200 Roof Replacements. City of Rockville 2021 $60,000 Roof Replacements.

Past Performance - Project Time

If yes to the "past performance" question, did you expend CDBG funds in a timely manner?

Yes

Past Performance - Project Goals

If yes to the "past performance" question, did you meet performance goals for the project?

Yes

Past Performance - Non-CDBG Projects

If No to the "past performance" question, describe a past project of similar activities, size, and complexity where your organization used local, state, or Federal funding. Describe whether you met expenditure deadlines, performance measures, and compliance requirements, such as Davis Bacon or Section 3.

N/A

Application Certification and Signature

Application Certification*

"I certify that I have reviewed this application and that, to the best of my knowledge and belief, all of the information provided in this application is true."

In lieu of a signature, provide the name and title of an authorized representative.

James Hedrick, Interim Executive Director

File Attachment Summary

Applicant File Uploads

- 04 RHE 501c3 status - clean.pdf
- CDBG Application Budget_David Scull Roofs and Gutters.doc
- Golden Buildings America - CDBGCoRFY2027_CombRoof-GutterEstimate.pdf
- Copy of RHE Org Chart - 03-24-25.xlsx
- Combined budget - FY26V1.xlsx
- 01 RHE Audit 2024 - FINAL.pdf

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

In reply refer to: 0440123555
June 15, 2011 LTR 858C E0
52-6015084 201012 10
00017670
BODC: TE

ROCKVILLE HOUSING ENTERPRISES
621 SOUTHLAWN LN STE A
ROCKVILLE MD 20850-1456

001819

Taxpayer Identification Number: 52-6015084
Tax Period(s): Dec. 31, 2010

Form: 940

Dear Taxpayer:

We have reviewed your account to determine whether or not you are subject to the federal unemployment tax for the tax period(s) listed above. This letter is to explain our determination.

You are not required to file Form 940 because you have been determined to be an exempt organization under section 501(c)(3) of the Internal Revenue Code; therefore, you are exempt from paying federal unemployment tax. Please destroy any Form 940 returns you may have received. Do not make tax deposits for federal unemployment tax.

We will send you a refund for your payments for the current year. You may request refunds for payments made in previous years by filing a Form 843 claim. You must file a claim for refund within three years from the return due date, or within two years from the date you paid the tax, whichever is later.

If you need forms, schedules or publications to respond to this letter, you can obtain them by visiting the IRS website at www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you have any questions, please call us toll free at 1-800-829-0115.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

We apologize for any inconvenience, and thank you for your cooperation.

CDBG Project Budget Form

ORGANIZATION NAME: Rockville Housing Enterprises

PROJECT NAME: David Scull Public Housing, Roof and Gutter Replacment

INSTRUCTIONS

Provide the total budget of the proposed CDBG project, subdivided by activity costs.

Request only the level of CDBG funding needed to carry out the project. The grant request must be sufficient either by itself or included with other proposed funding sources to assure effective administration and completion of the proposed project within the contract period.

List the allocation of CDBG funds among project costs in the Source 1 column and the allocation of other funding sources (as well as the name and amount of the source) in the other columns.

Only complete budget line items that apply to your project. Add additional rows, if needed. If your project has more than four sources, use a second sheet budget sheet.

CDBG Project Budget Form					
Sources					
	Source 1	**Source 2**	**Source 3**	**Source 4**	**Totals**
Name of Source	**CDBG**				
Is the source firmly committed? If yes, must provide award or commitment letter	**X**	☐Yes ☐ No	☐Yes ☐ No	☐Yes ☐ No	
Amount					
Uses					
Personnel	**Source 1: CDBG**	**Source 2:**	**Source 3:**	**Source 4:**	**Total**
[List job title and salary]	No positions funded by CDBG.				
[List job title and salary]					
[List job title and salary – add more lines if needed]					
Fringe Benefits					
Personnel Total					
Construction/ Rehabilitation	**Source 1: CDBG**	**Source 2:**	**Source 3:**	**Source 4:**	**Total**
Acquisition					
Architectural, Planning, and Engineering					
Fees (permits, etc.)					
Professional Services	$270,825.00				$270,825.00
Construction/rehab					
Demolition					
Other					
Other					
Other					
Construction/ Rehab Total	$270,825.00				$270,825.00

Program Operating Costs	Source 1: CDBG	Source 2:	Source 3:	Source 4:	Total
Supplies					
Rent/Lease					
Insurance					
Printing					
Communications (Telephone, internet, etc.)					
Travel					
Other					
Other					
Prog. Operating Total					
Project Total	$270,825.00				$270,825.00

GOLDEN AMERICA BUILDERS LLC

LICENSED & INSURED

18416 GEORGIA AVE,
OLNEY MD, 20832

JARIS ESPANA
Cell: (240) 447 5959

PROPOSAL SUBMITTED TO		Jaime Bravo – Management supervisor		DATE	10/02/2025
Phone	(240) 401 8452	Email	jbravo@rockvillehe.org		
Address	1300 Piccard Dr Suite #203	City/County	Rockville	State	MD
Zip Code	20850				

-

Services

The Client engages the Contractor, a registered business specializing in commercial/Residential property maintenance, repair, and construction, to render Gutter service ("Services") for the Client's Residential properties located at [First St, Rockville MD, 20850] ("Properties") which has multiple Gutter issues that require immediate entire replacement.

The Contractor accepts the engagement and agrees to perform the following Services in a timely and professional manner for the following Units:

First St, Rockville MD, 20850

- **1216 – 1218**
- **1220 – 1222**
- **1224 – 1226**
- **1228 – 1230**
- **1232 – 1234**
- **1236 – 1238**
- **1240 – 1242**
- **1244 – 1246**
- **1248 – 1250**
- **1252 – 1254**
- **1256 – 1258**
- **1260 – 1262**
- **1264 – 1266**
- **1268 – 1270**
- **1272 – 1274**
- **1276 – 1278**
- **1280 – 1282**
- **1284 – 1286**
- **1288 – 1290**
- **1292 – 1294**
- **1296 – 1298**
- **1300 – 1302**
- **1304 – 1306**
- **1308 – 1310**
- **1312 – 1314**
- **1316 – 1318**
- **1320 – 1322**
- **1301 – 1303**
- **1305 – 1307**
- **1309 – 1311**
- **1313 – 1315**
- **1317 – 1319**
- **1321 – 1323**
- **1325 – 1327**

Senior Building

GOLDEN AMERICA BUILDERS LLC

LICENSED & INSURED

18416 GEORGIA AVE,
OLNEY MD, 20832

JARIS ESPANA
Cell: (240) 447 5959

Seamless Gutters Work Installation

- Remove all the existing Gutters 3,784 LF
- Remove all the existing Downspouts 2 x 3 inches wide 2,900 LF
- Install all new Large square Seamless Gutters 6 inches wide 0.32-gauge thickness 3,784 LF
- Install all new Large square Downspouts 3 x 4 inches wide 2,900 LF
- Use Our Top-of-the-Line Hidden Hanger

After the Job is Completed, we will Provide:

- 10 YRS Labor Workmanship by Golden America Builders LLC.
- Certificate of completion.
- Final Invoice.
- Haul away all resulting trash and debris.

GOLDEN AMERICA BUILDERS LLC

LICENSED & INSURED

18416 GEORGIA AVE,
OLNEY MD, 20832

JARIS ESPANA
Cell: (240) 447 5959

Terms and Conditions

- **TERM.**
  This Contract shall be effective for [One (2)] Months, starting on [October 2nd, 2024], and terminating on [December 2nd, 2024]. However, as the time for performance of the Contractor is bound to uncontrollable conditions, the Client shall provide an allowance on the estimated completion date of the Services. The given allowance shall be discussed whenever necessary.

- **QUALITY OF WORK.**
  The Contractor shall perform all the Services in a professional and conscientious manner, ensuring that it is employing the applicable industry methods, safety measures, standards, and processes throughout the roofing project.

- **PAYMENT TERMS.**
  The Client agrees to pay per projects sections. Client agrees to pay by weekly. The amount of job performed in a week that is the responsibility of client to perform the payment.

- **WARRANTIES.**
  The Contractor warrants that it can perform the specified Services according to the industry standards. Similarly, the Client guarantees that it will not abuse or encroach the rights of the Contractor during the course of this Contract.

- **DISPUTE RESOLUTION.**
  In the event of disputes, the Parties agree to settle the issues amicably through meetings and compromise. However, if the dispute continues, the Parties shall ask a third party to mediate the dispute in a fair and equitable position.

- **SEVERABILITY.**
  Any invalidity or unenforceability, in whole or in part, of any term or condition in this Contract, shall not affect the validity of the other provisions and agreements created by Parties.

- **GOVERNING LAW.**
  This Contract shall be governed by and construed under the applicable laws of the State of Maryland where the Property is located.

Signature

GOLDEN AMERICA BUILDERS LLC

LICENSED & INSURED

18416 GEORGIA AVE,
OLNEY MD, 20832

JARIS ESPANA
Cell: (240) 447 5959

Payments

Please make your check payable to Golden America Builders LLC

We propose hereby to furnish material and labor complete in accordance with above specification, for the sum of Dollars $83,625.00

Roof Replacement Cost → $83,625.00

Acceptance of Proposal - The above price, specification Authorized

And conditions are satisfactory and are hereby accepted.

Client Signature _____ Date_____
You are authorized to do the work as specified.

Estimator Signature Date

Balance $_____ Date_____ Signature _____ Signature _____
Customer Contractor

Balance $_____ Date_____ Signature _____ Signature _____
Customer Contractor

Paid in full $_____ **Work Complete Date _____**
Contractor

Signature _____Date_____Signature _____
Customer Contractor

We will start on date _____ ***Complete by date _____***

We will not be working in bad weather condition (rain, snow, etc.)

GOLDEN AMERICA BUILDERS LLC

LICENSED & INSURED

18416 GEORGIA AVE,
OLNEY MD, 20832

JARIS ESPANA
Cell: (240) 447 5959

Notice of Cancellation

Date: _____

You may cancel this transaction, without any penalty or obligation, within Five businesses days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to do so, then you remain liable for performance of all obligations the contract.

To cancel this transaction, mail or deliver a signed and dates copy of this cancelation notice or any other written notice, or send a telegram, to:

Jaris A. Espana (name of seller) at: 18416 Georgia Avenue Olney MD 20832 (address of seller's place of business)

not later than midnight of _____
(date)

I hereby cancel this transaction.

_____ (date)

_____ (Buyer's signature)

GOLDEN AMERICA BUILDERS LLC

LICENSED & INSURED

18416 GEORGIA AVE,
OLNEY MD, 20832

JARIS ESPANA
Cell: (240) 447 5959

Customer Rating Scale

OVERALL PERFORMANCE RATING			
☐ **EXCEPTIONAL**	☐ **MORE THAN SATISFACTORY**	☐ **SATISFACTORY**	☐ **NEEDS IMPROVEMENT**
Work performance exceeds expectations in all areas of responsibility. Remarkable achievement and pacesetting performance.	**Work performance exceeds expectations.**	**Work performance meets expectations.**	**Work performance does not meet expectations.**
Place an "X" in the box which describes the employee's overall performance rating.			

Customer **Signature**_____ **Date**_____	**Contractor** **Signature**_____ **Date**_____

GOLDEN AMERICA BUILDERS LLC

LICENSED & INSURED

18416 GEORGIA AVE,
OLNEY MD, 20832

JARIS ESPANA
Cell: (240) 447 5959

PROPOSAL SUBMITTED TO		Jaime Bravo – Management supervisor		DATE	10/02/2025
Phone	(240) 401 8452	Email	jbravo@rockvillehe.org		
Address	1300 Piccard Dr Suite #203	City/County	Rockville	State	MD
Zip Code	20850				

Services

The Client engages the Contractor, a registered business specializing in commercial/Residential property maintenance, repair, and construction, to render roofing service ("Services") for the Client's Residential properties located at [First St, Rockville MD, 20850] ("Properties") which has multiple roofing issues that require immediate entire replacement.

The Contractor accepts the engagement and agrees to perform the following Services in a timely and professional manner for the following Units:

First St, Rockville MD, 20850

- **1232 – 1234 = 18 SQ**
- **1236 – 1238 = 18 SQ**
- **1240 – 1242 = 18 SQ**
- **1260 – 1262 = 12 SQ**
- **1264 – 1266 = 12 SQ**
- **1268 – 1270 = 12 SQ**
- **1300 – 1302 = 18 SQ**
- **1304 – 1306 = 18 SQ**
- **1308 – 1310 = 18 SQ**
- **1312 – 1314 = 18 SQ**
- **1316 – 1318 = 18 SQ**
- **1320 – 1322 = 18 SQ**
- **1309 – 1311 = 18 SQ**
- **1313 – 1315 = 18 SQ**
- **1317 – 1319 = 18 SQ**
- **1321 – 1323 = 18 SQ**
- **1325 – 1327 = 18 SQ**

GOLDEN AMERICA BUILDERS LLC

LICENSED & INSURED

18416 GEORGIA AVE,
OLNEY MD, 20832

JARIS ESPANA
Cell: (240) 447 5959

SCOPE of Work

- Remove the Existing Roofing Shingles 288.00 SQ
- Remove existing felt underlayment 288.00 SQ
- Install New High Performance Synthetic Roofing Felt Underlayment 288.00 SQ
- Install Laminated Composition Architectural Roofing Shingles Owens Corning True definition - Duration Color Slatestone Gray 288.00 SQ ("Lifetime-Limited Warranty")
- Install Pro-Start pre-cut eave/rake starter strip shingles.
- Remove existing Flashing Pipe Jack(s)
- Remove Existing Step Flashing
- Install New Lifetime Flashing Pipe Jack(s)
- Install New Aluminum Step Flashing
- Install New Owens Corning Ridge Vent all away the ridge.
- Install New Owens Corning Ridge Cap Composition Shingles

Code Upgrade (Required

Install New Aluminum Drip Edge along Eaves, Rakes
(Code Upgrade: 1507.2.9.3) Drip Edge
Install new Winter Guard Ice & Water Shield along the Eaves and Valleys
(Code Upgrade: 1507.2.8.2) Ice Barrie

Seamless Gutters Work Installation

- Remove all the existing Gutters
- Install all new Large square Seamless Gutters 6 inches wide 0.32-gauge thickness
- Remove all the existing Downspouts 2 x 3 inches wide
- Install all new Large square Downspouts 3 x 4 inches wide
- Use Our Top-of-the-Line Hidden Hanger

18416 GEORGIA AVE,
OLNEY MD, 20832

JARIS ESPANA
Cell: (240) 447 5959

Allowances:

- CDX Plywood 50 EA = $5,800.00
- Fascia Board 1" x 6" 250 LF = $3,500.00

After the Job is Completed, we will Provide:

- 10 YRS Labor Workmanship by Golden America Builders LLC.
- Lifetime Manufacturer Warranty – Owens Corning
- Certificate of completion.
- Final Invoice.
- Haul away all resulting trash and debris.

GOLDEN AMERICA BUILDERS LLC

LICENSED & INSURED

18416 GEORGIA AVE,
OLNEY MD, 20832

JARIS ESPANA
Cell: (240) 447 5959

Terms and Conditions

- **TERM.**
  This Contract shall be effective for [One (2)] Months, starting on [October 2nd, 2025], and terminating on [December 2nd, 2025]. However, as the time for performance of the Contractor is bound to uncontrollable conditions, the Client shall provide an allowance on the estimated completion date of the Services. The given allowance shall be discussed whenever necessary.

- **QUALITY OF WORK.**
  The Contractor shall perform all the Services in a professional and conscientious manner, ensuring that it is employing the applicable industry methods, safety measures, standards, and processes throughout the roofing project.

- **PAYMENT TERMS.**
  The Client agrees to pay two (2) payments of [Ninety Three Thousand Six-Hundred ($93,600.00)] for all the Services rendered during the given time which riches a total of ($187,200.00).

- **WARRANTIES.**
  The Contractor warrants that it can perform the specified Services according to the industry standards. Similarly, the Client guarantees that it will not abuse or encroach the rights of the Contractor during the course of this Contract.

- **DISPUTE RESOLUTION.**
  In the event of disputes, the Parties agree to settle the issues amicably through meetings and compromise. However, if the dispute continues, the Parties shall ask a third party to mediate the dispute in a fair and equitable position.

- **SEVERABILITY.**
  Any invalidity or unenforceability, in whole or in part, of any term or condition in this Contract, shall not affect the validity of the other provisions and agreements created by Parties.

- **GOVERNING LAW.**
  This Contract shall be governed by and construed under the applicable laws of the State of Maryland where the Property is located.

Signature

GOLDEN AMERICA BUILDERS LLC

LICENSED & INSURED

18416 GEORGIA AVE,
OLNEY MD, 20832

JARIS ESPANA
Cell: (240) 447 5959

Payments

Please make your check payable to Golden America Builders LLC

Deposit of: $93,600.00 After having signed this contract.
Balance of: $93,600.00 When the Job is completed and inspected with homeowner.

We propose hereby to furnish material and labor complete in accordance with above specification, for the sum of Dollars $187,200.00

Roof Replacement Cost → $177,900.00
Allowances Costs → $ 9,300.00

Acceptance of Proposal - The above price, specification Authorized

And conditions are satisfactory and are hereby accepted.

Client Signature X _____ Date_____
You are authorized to do the work as specified.

Estimator Signature Date

Balance $_____ **Date**_____ **Signature** _____ **Signature** _____
Customer **Contractor**

Balance $_____ **Date**_____ **Signature** _____ **Signature** _____
Customer **Contractor**

Paid in full $_____ **Work Complete Date** _____
Contractor

Signature _____**Date**_____**Signature** _____
Customer **Contractor**

We will start on date _____ ***Complete by date*** _____

We will not be working in bad weather condition (rain, snow, etc.)

GOLDEN AMERICA BUILDERS LLC

LICENSED & INSURED

18416 GEORGIA AVE,
OLNEY MD, 20832

JARIS ESPANA
Cell: (240) 447 5959

Notice of Cancellation

Date: _____

You may cancel this transaction, without any penalty or obligation, within Five businesses days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to do so, then you remain liable for performance of all obligations the contract.

To cancel this transaction, mail or deliver a signed and dates copy of this cancelation notice or any other written notice, or send a telegram, to:

Jaris A. Espana (name of seller) at: 18416 Georgia Avenue Olney MD 20832 (address of seller's place of business)

not later than midnight of _____
(date)

I hereby cancel this transaction.

_____ (date)

_____ (Buyer's signature)

GOLDEN AMERICA BUILDERS LLC

LICENSED & INSURED

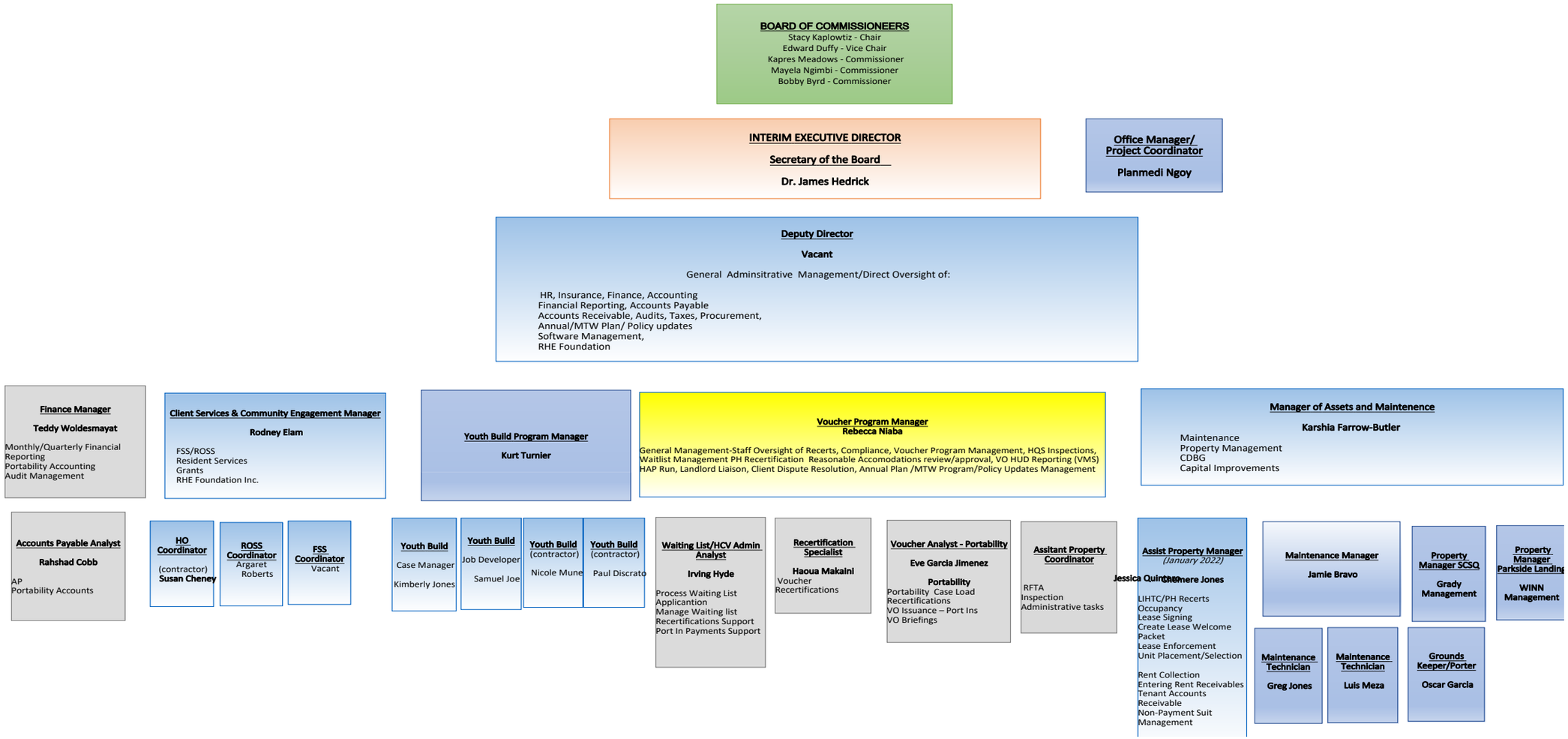
18416 GEORGIA AVE,
OLNEY MD, 20832

JARIS ESPANA
Cell: (240) 447 5959

Customer Rating Scale

OVERALL PERFORMANCE RATING			
☐ **EXCEPTIONAL** **Work performance exceeds expectations in all areas of responsibility. Remarkable achievement and pacesetting performance.**	☐ **MORE THAN SATISFACTORY** **Work performance exceeds expectations.**	☐ **SATISFACTORY** **Work performance meets expectations.**	☐ **NEEDS IMPROVEMENT** **Work performance does not meet expectations.**
Place an "X" in the box which describes the employee's overall performance rating.			

Customer **Signature**_____ **Date**_____	**Contractor** **Signature**_____ **Date**_____


BOARD OF COMMISSIONEERS
Stacy Kaplowtiz - Chair
Edward Duffy - Vice Chair
Kapres Meadows - Commissioner
Mayela Ngimbi - Commissioner
Bobby Byrd - Commissioner
INTERIM EXECUTIVE DIRECTOR
Secretary of the Board
Dr. James Hedrick
Office Manager/ Project Coordinator
Planmedi Ngoy
Deputy Director
Vacant
General Adminsitrative Management/Direct Oversight of:
HR, Insurance, Finance, Accounting
Financial Reporting, Accounts Payable
Accounts Receivable, Audits, Taxes, Procurement,
Annual/MTW Plan/ Policy updates
Software Management,
RHE Foundation
Finance Manager
Teddy Woldesmayat
Monthly/Quarterly Financial Reporting
Portability Accounting
Audit Management
Client Services & Community Engagement Manager
Rodney Elam
FSS/ROSS
Resident Services
Grants
RHE Foundation Inc.
Youth Build Program Manager
Kurt Turnier
Voucher Program Manager
Rebecca Niaba
General Management-Staff Oversight of Recerts, Compliance, Voucher Program Management, HQS Inspections, Waitlist Management PH Recertification Reasonable Accomodations review/approval, VO HUD Reporting (VMS) HAP Run, Landlord Liaison, Client Dispute Resolution, Annual Plan /MTW Program/Policy Updates Management
Manager of Assets and Maintenence
Karshia Farrow-Butler
Maintenance
Property Management
CDBG
Capital Improvements
Accounts Payable Analyst
Rahshad Cobb
AP
Portability Accounts
HO Coordinator
(contractor)
Susan Cheney
ROSS Coordinator
Argaret Roberts
FSS Coordinator
Vacant
Youth Build
Case Manager
Kimberly Jones
Youth Build
Job Developer
Samuel Joe
Youth Build
(contractor)
Nicole Mune
Youth Build
(contractor)
Paul Discrato
Waiting List/HCV Admin Analyst
Irving Hyde
Process Waiting List
Applicantion
Manage Waiting list
Recertifications Support
Port In Payments Support
Recertification Specialist
Haoua Makaini
Voucher
Recertifications
Voucher Analyst - Portability
Eve Garcia Jimenez
Portability
Portability Case Load
Recertifications
VO Issuance – Port Ins
VO Briefings
Assitant Property Coordinator
RFTA
Inspection
Administrative tasks
Assist Property Manager
(January 2022)
Jessica Quintero
Shemere Jones
LIHTC/PH Recerts
Occupancy
Lease Signing
Create Lease Welcome Packet
Lease Enforcement
Unit Placement/Selection
Rent Collection
Entering Rent Receivables
Tenant Accounts Receivable
Non-Payment Suit Management
Maintenance Manager
Jamie Bravo
Property Manager SCSQ
Grady Management
Property Manager Parkside Landing
WINN Management
Maintenance Technician
Greg Jones
Maintenance Technician
Luis Meza
Grounds Keeper/Porter
Oscar Garcia

Rockville Housing Enterprises All Program Budget FY 2026

	PH	Voucher	Mainstream	Mod Rehab	RHE Properties	RHE Sc	RELP One	Dev	Total
Revenue & Expenses									
INCOME									
VOUCHER PROGRAM ADMIN FEE INCOME									
Section 8 HAP Earned		7,310,284	893,744	41,191					8,245,219
HAP Reserves	-								
TOTAL HAP INCOME	-	7,310,284	893,744	41,191	-	-	-	-	8,245,219
Section 8 Admin. Fee Income		605,611	58,453	7,846					671,910
Port-In Admin Fees Earned		343,139							343,139
TOTAL ADMIN FEE INCOME	-	*948,750*	*58,453*	*7,846*	-	-	-	-	*1,015,049*
OTHER VOUCHER PROGRAM INCOME									
ROSS FSS		59,866							59,866
TOTAL OTHER VOUCHER PROGRAM INCOME	-	59,866	-	0	-	-	-	-	59,866
TOTAL VOUCHER PROGRAM INCOME		**8,318,901**	**952,197**	**49,037**	**-**	**-**	**-**	**-**	**9,320,134**
Rental Income									
Tenant Rent Received	436,993				38,217	122,595	558,945		1,156,749
Tenant Assistance Payments					11,844	730,162	221,595		963,601
Less: Concessions							-		-
Total Rental Income	*436,993*	-	-	0	50,061	852,757	780,541		2,120,351
Other Tenant Income									
Damages									
Tenant Owed Utilities	21,964								21,964
Misc.Tenant Income	-				1,008	2,195	20,181		23,384
Total Other Tenant Income	*21,964*	-	-	0	1,008	2,195	20,181	-	45,348
TPA/REPAYMENT - Move Out tenants									
NET TENANT INCOME	*458,957*	-	-	0	51,068	854,951	800,722	-	2,165,698

GRANT INCOME									
HUD PHA Operating Grants/Subsidy	571,827								
HUD PHA Operating Subsidy AMP 2 FIRESIDE	-								
Capital Fund Grants 2024	302,743								
Capital Fund Grants 2023	-								
Youth Build Grant Consultant									
Fireside Dev Fee	-								
MTW - HAP Fungibility Funds	270,000								
TOTAL GRANT INCOME	*1,144,570*	-	-	0	-	-	-	-	1,144,570
OTHER INCOME									
Investment Income - Unrestricted									
Management Fee Income RELP-Dev								89,162	89,162
Fireside Development Fee								-	
Maintenance Fee Income- RELP	-							-	-
RELP Asset Management Fee GP								-	-
Miscellaneous Other Income							-		-
FSS Forfeiture									-
Capital Fund 2019									-
ROSS - FSS	77,955								77,955
ROSS - Coordinator	81,300								
CDBG Grant	75,000								75,000
Youth Build Grant	400,000								400,000
State Grant	75,197								75,197
Rad Grant	30,000								30,000
Radon Grant									-
OTHER FEES COLLECTED- FIRESIDE	-								-
RHE Subsidy									
Scarbororough Square Refund	-							-	
Replacement Reserve									-
TOTAL OTHER INCOME	*739,452*	-	-	0	-	-	-	89,162	747,314
TOTAL INCOME	**2,342,979**	**8,318,901**	**952,197**	**49,037**	**51,068**	**854,951**	**800,722**	**89,162**	**13,377,717**
EXPENSES									
HOUSING ASSISTANCE PAYMENTS									
Housing Assistance Payments		6,600,000	770,727	38,530					7,409,257

Tenant Utility Payments-Voucher		35,000	621						35,621
Portable Out HAP Payments		450,000							450,000
FSS Escrow Payments		10,000	-						10,000
TOTAL HOUSING ASSISTANCE PAYMENTS		***7,095,000***	***771,348***	***38,530***	**-**	**-**	**-**	**-**	***7,904,878***
MTW - FUNDING FLEX									
Public Housing Support								-	-
Development Activities									-
MTW Flex Dev Fund Reserve									-
TOTAL MTW Flexlibilites	**-**	**-**	**-**	**0**	**-**	**-**	**-**	**-**	**-**
ADMINISTRATIVE EXPENSES									
Administrative Salaries									
Administrative Salaries	438,910	420,000	35,393			497,522	58,239		1,450,064
Maintenance Salaries	263,493	-				-			263,493
Employee Benefit Contribution-Admin	242,017	65,000				51,674	4,077		362,768
FSS Salaries	58,654	40,000							98,654
FSS Employee Benefits	-								-
ROSS Salaries	70,000								
ROSS Training	5,000								
ROSS Employee Benefits	-								
Employee Benefit (Metro Card)	3,600								
Non employee compensation	15,000					9,600			
Merit Award- Additional Compensation	2,000	2,000							4,000
Total Administrative Salaries	***995,642***	**527,000**	**35,393**	**-**	**-**	**558,795**	**62,317**	**-**	**2,178,979**
Legal Expense									
Criminal Background Checks	1,000	5,000			1,000	500	500		8,000
General Legal Expense	18,000	7,000			-	4,000	8,000		37,000
PH Conversion Legal	8,000					-			8,000
Total Legal Expense	*27,000*	12,000	-	-	1,000	4,500	8,500	-	53,000
Other Admin Expenses									
VO Port Out Admin Fee Paid		31,305	2,128						33,433
PH Conversion Title Work-Title Insurance	15,000								15,000
Staff Training	15,000	15,000				15,000	5,000		50,000
Travel	2,500	-							2,500
Payroll Services						-			-

Auditing Fees - RHE	8,000	18,700		0		15,000	20,000		61,700
Petty Cash						-			-
Marketing/Printing	4,000	3,500				500			8,000
Office Rent	81,011	56,414				74,000	30,377		241,802
Financial-Consultants	10,000	10,000				2,100			22,100
MTW Consultant	15,000	60,000				-			75,000
Other Consultant- Ross HO	5,000								5,000
Other Consultant- FSS	4,000								4,000
Ross/Youth Build Grant Consultant						60,000			
Management Fee						-	85,000		85,000
Asset Management Fee - LP									-
Asset Management Fee - GP							-		-
Asset Management Fee - DCHD							-		-
Utility Allowance Study Study	2,261	2,261				-			4,522
Total Other Admin Expenses	161,772	197,180	2,128	-	-	166,600	140,377	-	668,057
Routine Admin Expenses									
Document Shredding	1,000	3,000				-			4,000
Membership and Fees	2,500	5,000				500			8,000
Advertising	1,000	1,000				-			2,000
Office Supplies	15,000	7,500				5,000			27,500
Computer Parts	4,500	2,000				2,000			8,500
Telephone	1,803	15,114				1,000			17,917
Fuel Administrative									
Postage	1,650	20,000				1,500			23,150
Software Liscense Fees	80,000	40,000				20,000	4,000		144,000
Copiers Rental	12,000	12,000				1,000			25,000
Copiers Expenses	-	1,000				-			1,000
Internet	7,500	1,000				500			9,000
Software		-				-			-
Cell Phones/Pagers	9,400	12,286				500			22,186
Office Furniture	5,000	5,000				-			10,000
New Suite Expenses	-								
Bank Fees	4,000	10,000			2,000	3,000	9,099		28,099
Sponsorships- Scholarship	4,000	-				-			4,000
Youth Build Stipend	14,302					-			14,302
Youth Build Expenses (minus salary)	205,515								
Youth Build RHE assistance	1,000								
REAC/Nspire Inspections	4,518					-			4,518

COVID-19	-					-			-
Total Routine Admin Expenses	*374,688*	134,900	-	-	2,000	35,000	13,099	-	559,687
TOTAL ADMINISTRATIVE EXPENSES	**1,559,102**	**871,081**	**808,869**	**38,530**	**3,000**	**764,895**	**224,292**	**-**	**3,459,723**
TENANT SERVICES									
Resident Services	6,000	3,000				-			9,000
HQS Inspections		12,000							12,000
Move in Inspection		12,000							
TOTAL TENANT SERVICES EXPENSES	***6,000***	**27,000**	-	-	-	-	-	-	21,000
UTILITIES									
Water	65,000					1,000	2,238		68,238
Sewer	65,000					1,000	2,238		68,238
Electricity	80,000					1,000	2,200		83,200
Electricity-Vacant Units	-					1,000	400		1,400
Gas	9,500					1,000	1,500		12,000
Gas-Vacant Units	800					1,000	500		2,300
Garbage/Trash Removal	3,000					1,000			4,000
TOTAL UTILITY EXPENSES	**223,300**	**-**	**-**	**-**	**-**	**7,000**	**9,075**	**-**	**239,375**
MAINTENANCE AND OPERATIONS									
General Maint Expense									
Maintenance Labor-Grounds	1,500					-	11,238		12,738
Maintenace Uniforms	1,000					-			1,000
Maintenance Van	20,000								
Vehicle Gas, Oil, Grease	3,500					-	1,050		4,550
Total General Maint Expense	*26,000*	-	-	-	-	-	12,288	-	38,288
Routine Maintenance									
Exterior Lighting	3,000					-			3,000
Materials									-
Supplies-Grounds	2,000					-			2,000
Supplies-Appliance	15,000				500	1,200	1,500		18,200
Supplies-Electrical	8,000					1,000	500		9,500
Supplies-Janitorial/Cleaning	500					250	500		1,250
Supplies-Maint/Repairs	-					200			200
Supplies-Plumbing	12,000				500	1,000	1,500		15,000

Hardware Supplies	20,000					1,000	1,500		22,500
Painting Supplies	1,000					500	300		1,800
HVAC Supplies	1,000					500			1,500
Total Materials	*62,500*	-	-	0	1,000	5,650	5,800	-	74,950
Contract Costs									
General Contract Costs									
Appliance Purchase- Refrigerator	5,000					2,000	2,000		9,000
Appliance Purchase - Stove	5,000				500	2,000	1,500		9,000
Appliance Purchase - Microwave	1,000				500	500	1,000		3,000
Applicance Purchse Dishwasher	6,065				500	1,000	1,000		8,565
Appliance Purchase- Hot water heater	7,000				1,500	2,500	4,500		15,500
Pool Supplies									
Contract Appliance Repairs	567				600	1,000	1,500		3,667
Appliance Purchase HVAC	-								
Appliance Purchase- Washer Dryer	6,000				500	-	10,759		17,259
Contract-Building Repairs	25,000				1,100	3,000	4,000		33,100
Pool Repair	-								
Pool Operation	-								
Contract- General Cleaning	4,200					1,000	2,500		7,700
Contract- Painting	6,000				550	2,000	1,000		9,550
Contract-Electrical	10,000				500	4,000	1,500		16,000
Contract-Pest Control	30,000				500	2,000	2,000		34,500
Contract-Floor Replacement	15,000				3,000	2,000	8,384		28,384
Contract-Cabinet Replacement	10,000					-	5,000		
Roof Replacement	-						5,000		5,000
Contract-Grounds	2,500					2,500			5,000
Contract- Snow	20,000					5,000			25,000
Contract-Plumbing	20,000				1,500	7,000	12,000		40,500
Contract-Window Covering	1,500					500			2,000
Contract-HVAC/ Repair or Replace	5,000				5,550	10,000	12,000		32,550
Contract-Vehicle Maintenance	8,000					-			8,000
Contract-Equipment Rental	-					-			-
Contract-Alarm Monitoring	5,000					200			5,200
Contract-Sprinkler Monitoring	1,000					-			1,000
Contract- Carpet Turnover/Flooring	-					-	6,000		6,000
Unit Turnover	15,000					5,000	15,000		35,000
Movers/ Evictions	7,000					-			7,000
Appliance Parts							500		

Hotel/ Emergency Maint	-					-			-
Security Camera Repairs	5,000					-			5,000
Contract Cost- Lead Inspection	8,500					3,000			11,500
Contract-Storage	12,000					-	5,760		17,760
Contract- Keys	6,500				55	600	500		7,655
Total Contract Costs	*247,832*	-	-	-	*16,855*	*56,800*	*103,403*	-	*424,890*
									-
CDBG	*94,000*								94,000
Roof Repair - Non CDBG	-								-
State Grant- Community Center	-								-
Rad Conversion	*30,000*								30,000
Radon Grant	-								-
									-
TOTAL MAINTENACE EXPENSES	**460,332**	**-**	**-**	**-**	**17,855**	**62,450**	**121,491**	**-**	**662,128**
GENERAL EXPENSES									
Insurance									-
Property Insurance/Liability	66,000	25,000			6,000	6,500	12,360		115,860
Real Estate Taxes/PILOT	11,809				4,000	6,857	17,267		39,934
Association Fees - HOA					25,000	-	198,896		223,896
Misc. Taxes/Liscenses/Insurance	1,500					5,000	4,538		11,038
Fireside Development/Management Fees	45,000							-	45,000
Fireside Owner Expenses (audit/taxes)	-								-
Scarborough Square Pred Expenses	-								-
TOTAL GENERAL EXPENSES	*124,309*	*25,000*	-	-	*35,000*	*18,357*	*233,061*	-	*435,728*
FINANCING EXPENSE									
Interest Expense-Bond 1							16,837		16,837
Interest Expense-Bond 2							182,037		182,037
Interest Expense-Mortgage Payable					45,429	-	26,895		72,325
Morgtage MIP							18,223		18,223
Montgomery County Loan Interest Payment							-		-
RHE Loan Interest Payment							1,611		1,611
TOTAL FINANCING EXPENSES					45,429	-	245,603		291,033
PH HOUSING ASSISTANCE PAYMENTS									
Tenant Utility Payments-Voucher	36								36

FSS Escrow Payments	-								-
TOTAL PH HOUSING ASSISTANCE PAYMENTS	**36**	-	-	-	-	-	-	-	**36**
TOTAL EXPENSES	**2,373,079**	**8,018,081**	**808,869**	**38,530**	**101,284**	**852,702**	**833,523**	**-**	**13,026,069**
NET INCOME	***(30,101)***	***5,218***	***143,328***	***10,507***	***(50,216)***	***2,249***	***(32,801)***	***89,162***	***137,346***

ROCKVILLE HOUSING ENTERPRISES

FINANCIAL STATEMENTS
AND SUPPLEMENTAL INFORMATION
WITH INDEPENDENT AUDITOR'S REPORT

Year Ended September 30, 2024

ROCKVILLE HOUSING ENTERPRISES
Year Ended September 30, 2024

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INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
Rockville Housing Enterprises
Rockville, Maryland

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Rockville Housing Enterprises (the Authority) as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of September 30, 2024, and the changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of RELP One, LP, a blended component unit, which represents 4%, -16%, and 5%, respectively, of the assets, net position, and revenues of the Authority. Those statements were audited by other auditors whose report has been furnished to us and our opinion, insofar as it relates to the amounts included for this entity, is based solely on the report of the other auditors.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion. The financial statements of the blended component units were not audited in accordance with *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events considered in the aggregate that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 5 - 8 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedure did not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The Financial Data Schedule and Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Financial Data Schedule, and Schedule of Expenditures of the Federal Awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 25, 2025 on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Bethesda, Maryland
June 25, 2025

Management's Discussion and Analysis

The management of Rockville Housing Enterprises (the "Authority" or "RHE") offers the readers of the Authority's financial statements this narrative overview and analysis of the Authority's financial activities for the year ended September 30, 2024. This discussion and analysis are designed to assist the reader in focusing on significant financial issues, provide an overview of the Authority's financial activity, identify changes in the Authority's financial position, and identify individual program issues or concerns. Readers should consider the information presented here in conjunction with the Authority's financial statements to obtain a full understanding of its financial position.

This management's discussion and analysis is presented in accordance with the requirements of the Governmental Accounting Standards Board Statement No. 34 ("GASB 34") to allow the reader to gain an adequate understanding of the Authority's annual operating results and financial position as of September 30, 2024.

Questions concerning the information provided in this discussion or requests for additional information should be addressed to the Authority's Executive Director. at 1300 Piccard Drive, Suite 202, Rockville, Maryland 20850.

Financial Highlights

- The assets of the Authority exceeded its liabilities at the close of the most recent fiscal year by $22,189,442 (net position) as compared to $15,479,806 for the prior fiscal year.
- The Authority's cash and investments balance as of September 30, 2024, was $3,286,572 representing an increase of $331,833 or 11.23% from September 30, 2023.
- The Authority had total revenues of $32,325,082 and total expenses of $25,615,446 for the year ended September 30, 2024.

Overview of the Financial Reports

The following outline describes the integral parts of this financial presentation and is a guideline for understanding its components:

I. Management's Discussion and Analysis (MD&A) - Serves as an introduction to the Authority's basic financial statements.

II. Basic Financial Statements - Authority-wide financial statements and notes to the financial statements

III. Other Supplementary Information

Overview of the Financial Reports (continued)

The financial statements in this report are those of a special purpose governmental entity engaged in a business type activity. The following statements are included:

- Statement of Net Position – presents information about the Authority's assets and liabilities and is similar to a balance sheet. The Statement of Net Position reports all financial and capital resources for the Authority. The statement is presented in the format where assets, minus liabilities, equal "Net Position", formerly known as equity. Assets and liabilities are presented in order of liquidity and are classified as "current" (convertible to cash within one year), and "non-current." Increases or decreases in net position will serve as a useful indicator of whether the financial position of the Authority is improving or deteriorating.

- Statement of Revenues, Expenses and Changes in Net Position – reports the Authority's revenues by source and type and its expenses by category to substantiate the change in net position for the fiscal year.

- Statement of Cash Flows – discloses net cash provided by, or used for operating activities, non-capital financing activities, and capital and related financing activities.

Our analysis of the Authority follows with the most important question, "Has the Authority's financial health improved or worsened as a result of the year's activities?" The following analysis of entity-wide net position, revenues, and expenses is provided to assist with answering the above question. This analysis includes all assets and liabilities using the accrual method of accounting, which recognizes revenue when earned and expenses when incurred regardless of when cash is received or paid.

Analysis of Authority-wide Net Position (Statement of Net Position)

Rockville Housing Enterprises
Comparative Statement of Net Position

	2024	2023	Total Change	% Change
Cash & investments	$ 3,286,572	$ 2,954,739	$ 331,833	11.23%
Other current assets	885,083	1,257,134	(372,051)	-29.60%
Capital assets	56,042,556	57,456,557	(1,414,001)	-2.46%
Other assets	1,615,787	523,501	1,092,286	100.00%
Other noncurrent assets	910,300	1,337,924	(427,624)	-31.96%
Total Assets	**$ 62,740,298**	**$ 63,529,855**	**$ (789,557)**	**-1.24%**
Current liabilities	$ 973,981	$ 692,543	$ 281,438	40.64%
Noncurrent liabilities	39,576,875	47,357,506	(7,780,631)	-16.43%
Total Liabilities	**40,550,856**	**48,050,049**	**(7,499,193)**	**-15.61%**
Investment in capital assets	16,327,744	10,152,125	6,175,619	60.83%
Restricted	2,068,563	1,322,386	746,177	56.43%
Unrestricted	3,793,135	4,005,295	(212,160)	-5.30%
Total Net Position	**22,189,442**	**15,479,806**	**6,709,636**	**43.34%**
Total Liabilities & Net Position	**$ 62,740,298**	**$ 63,529,855**	**$ (789,557)**	**-1.24%**

Analysis of Authority-wide Net Position (Statement of Net Position)

The decrease in noncurrent liabilities was primarily due to a conversion of Scarborough Square debt to equity.

Analysis of Authority-Wide Revenue and Expenses (Statement of Revenues, Expenses and Change in Net Position)

The following table illustrates changes in revenues and expenses from FY 2023 to FY 2024:

Rockville Housing Enterprises
Comparative Statement of Revenues, Expenses and Changes in Net Position

	2024	2023	Total Change	% Change
Revenue				
Tenant revenue	$ 5,657,335	$ 2,807,253	$ 2,850,082	101.53%
Grant funding	10,012,642	8,742,102	1,270,540	14.53%
Other income	7,465,082	4,971,999	2,493,083	50.14%
Total Revenue	**23,135,059**	**16,521,354**	**6,613,705**	**40.03%**
Expenses				
Administration	3,245,749	2,172,369	1,073,380	49.41%
Tenant services	59,498	52,133	7,365	14.13%
Utilities	492,072	317,272	174,800	55.09%
Maintenance	1,130,716	716,021	414,695	57.92%
General expense	1,225,728	648,004	577,724	89.15%
Housing assistance payments	13,388,375	11,072,320	2,316,055	20.92%
Depreciation	1,730,155	893,925	836,230	93.55%
Total Expenses	**21,272,293**	**15,872,044**	**5,400,249**	**34.02%**
Net operating income (loss)	1,862,766	649,310	1,213,456	186.88%
Nonoperating revenues (expenses)				
Investment income	1,619	1,619	-	0.00%
Interest expense	(3,943,645)	(217,919)	(3,725,726)	1709.68%
Disbributions to investors	(399,508)	-	(399,508)	100.00%
Total net operating income (loss)	**(4,341,534)**	**(216,300)**	**(4,125,234)**	**1907.18%**
Capital contributions	9,188,404	-	9,188,404	100.00%
Change in Net Position	6,709,636	433,010	6,276,626	1449.53%
Beginning Net Position	15,479,806	15,046,796	433,010	2.88%
Ending Net Position	**$ 22,189,442**	**$ 15,479,806**	**$ 6,709,636**	**43.34%**

The federal government continued to fund operating grants at a level below total eligibility for the period ended September 30, 2024. With no signs of improvement in federal funding or economic conditions in the foreseeable future, the Authority is using proactive measures to review staff responsibilities and implementing cost management strategies. The Authority continuously looks for new ways to improve operations, control costs, maximize effectiveness, and demonstrate accountability.

Total expenses increased primarily due to an increase in administrative expenses, maintenance expenses, housing assistance payments, and depreciation expenses.

Capital Assets

Rockville Housing Enterprises
Comparative Statement of Capital Assets

	2024	2023	Total Change	% Change
Land	$ 7,266,739	$ 7,266,739	$ -	0.00%
Buildings & improvements	63,077,206	62,906,290	170,916	0.27%
Right to use asset	372,920	822,004	(449,084)	100.00%
Furniture & equipment	894,896	711,971	182,925	25.69%
Infrastructure	7,093	7,093	-	0.00%
Construction in progress	242,861	-	242,861	100.00%
	71,861,715	71,714,097	147,618	0.21%
Accumulated depreciation	(15,819,159)	(14,257,540)	(1,561,619)	10.95%
Total Capital Assets	**$ 56,042,556**	**$ 57,456,557**	**$ (1,414,001)**	**-2.46%**

Debt Outstanding

As of the year-end, the Authority had outstanding debt of $39,553,709, which was a decrease of $7,842,634 from last year's balance of $47,396,343.

Effective October 1, 2023, Orlo Scarborough Investors, LLC enacted the option to convert $9,000,000 of the $33,000,000 mortgage with Orlo Scarborough Investors, LLC into member equity and assigning Orlo Scarborough Investors, LLC a 49% membership interest.

Economic Factors

Several significant economic factors are present that may impact the Authority in the future.

- Congressional funding of the Department of Housing and Urban Development, including any subsidy proration.
- The expiration of the frozen formula income provision has substantially decreased operating subsidy eligibility.
- Local inflationary, recessionary, and employment trends, which can affect resident incomes and therefore the amount of rental income.
- Inflationary pressure on utility rates, supplies and other costs.
- Health care and other insurance costs are expected to increase dramatically over the next several years especially due to the Affordable Care Act.

Financial Contact

Questions concerning any of the information provided in this Management's Discussion & Analysis should be addressed to:

Christele Etienbla, Executive Director
Rockville Housing Enterprises
1300 Piccard Drive, Suite 202
Rockville, MD 20850
(301) 424-6265

ROCKVILLE HOUSING ENTERPRISES
STATEMENT OF NET POSITION
September 30, 2024

ASSETS

Current assets		
Cash and cash equivalents, unrestricted	$	964,909
Cash and cash equivalents, restricted		2,321,663
Accounts receivable, net		790,490
Prepaid expenses and other current assets		94,593
Total current assets		4,171,655
Noncurrent assets		
Capital assets		
Land		7,266,739
Buildings and improvements		63,077,206
Right to use asset		372,920
Furniture and equipment		894,896
Infrastructure		7,093
Construction in progress		242,861
Less: Accumulated depreciation		(15,819,159)
Total capital assets		56,042,556
Other assets		1,615,787
Notes receivable, noncurrent		910,300
Total noncurrent assets		58,568,643
TOTAL ASSETS	$	62,740,298

The accompanying notes are an integral part of these financial statements.

ROCKVILLE HOUSING ENTERPRISES
STATEMENT OF NET POSITION
September 30, 2024

LIABILITIES AND NET POSITION

Current liabilities		
Accounts payable	$	55,019
Accrued liabilities		212,308
Accrued compensated absences, current		6,721
Tenant security deposits		147,974
Unearned revenue		103,228
Current portion of long-term debt		142,455
Other current liabilities		306,276
Total current liabilities		973,981
Noncurrent liabilities		
Long-term debt, net of current		39,411,254
Accrued compensated absences, noncurrent		60,495
Other noncurrent liabilities		105,126
Total noncurrent liabilities		39,576,875
Total liabilities		40,550,856
Net position		
Net investment in capital assets		16,327,744
Restricted net position		2,068,563
Unrestricted net position		3,793,135
Total net position		22,189,442
TOTAL LIABILITIES AND NET POSITION	$	62,740,298

The accompanying notes are an integral part of these financial statements.

ROCKVILLE HOUSING ENTERPRISES
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
Year ended September 30, 2024

Operating Revenues		
Dwelling rent	$	5,657,335
Government grants and subsidy		10,012,642
Other operating income		7,465,082
Total operating revenues		23,135,059
Operating Expenses		
Administration		3,245,749
Tenant services		59,498
Utilities		492,072
Maintenance and operations		1,130,716
General expense		1,225,728
Housing assistance payments		13,388,375
Depreciation and amortization		1,730,155
Total operating expenses		21,272,293
Net operating income (loss)		1,862,766
Non-operating revenues (expenses)		
Investment income		1,619
Interest expense		(3,943,645)
Distributions to investors		(399,508)
Total non-operating revenues (expenses)		(4,341,534)
Capital contributions		9,188,404
Change in net position		6,709,636
Net position, beginning of period		15,479,806
Net position, end of period	$	22,189,442

The accompanying notes are an integral part of these financial statements.

ROCKVILLE HOUSING ENTERPRISES
STATEMENT OF CASH FLOWS
Year ended September 30, 2024

Cash flows from operating activities		
Receipts from tenants	$	5,181,144
Proceeds from other governments - operations		9,797,349
Other income receipts		7,914,813
Payments to suppliers		(4,633,072)
Payments for housing assistance		(13,388,375)
Payments to employees		(1,839,794)
Net cash provided (used) by operating activities		3,032,065
Cash flows from capital and related financing activities		
Capital contributions		188,404
Issuance of new debt		1,200,000
Princpal payments on mortgage and notes payable		(945,175)
Interest payments on mortgage and notes payable		(2,533,883)
Purchase of capital assets		(596,702)
Distributions to investors		(399,508)
Net cash provided (used) by capital and related financing activities		(3,086,864)
Cash flows from investing activities		
Proceeds from investments		28,993
Proceeds from notes receivable		385,013
Interest received on notes receivable		1,619
Net cash provided (used) by investing activities		415,625
NET INCREASE (DECREASE) IN CASH		360,826
CASH AND CASH EQUIVALENTS, beginning		2,925,746
CASH AND CASH EQUIVALENTS, ending	$	3,286,572

RECONCILIATION OF CASH AND CASH EQUIVALENTS PER STATEMENT OF CASH FLOWS TO THE STATEMENT OF NET POSITION

Cash and Cash Equivalents - Unrestricted	$	964,909
Cash and Cash Equivalents - Restricted		2,321,663
Cash and Cash Equivalents per Statement of Net Position	$	3,286,572

The accompanying notes are an integral part of these financial statements.

ROCKVILLE HOUSING ENTERPRISES
STATEMENT OF CASH FLOWS
Year ended September 30, 2024

NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES

Conversion of mortgage into membership equity	$ (9,000,000)

Reconciliation of net operating income (loss) to net cash provided (used) by operating activities

Net operating income (loss)	$ 1,862,766

Adjustments to reconcile net operating income (loss) to net cash provided by (used) operating activities:

Depreciation	1,730,155
Forgiveness of homeowner loans	41,000

Changes in operating assets and liabilities

Decrease (increase) in accounts receivable	285,693
Decrease (increase) in prepaid expenses	87,969
Decrease (increase) in other assets	(1,092,286)
Increase (decrease) in accounts payable	7,895
Increase (decrease) in accrued liabilities	2,775
Increase (decrease) in accrued compensated absences	15,205
Increase (decrease) in unearned revenue	(31,736)
Increase (decrease) in other liabilities	122,629
Net cash provided (used) by operating activities	$ 3,032,065

The accompanying notes are an integral part of these financial statements.

NOTE 1. ORGANIZATION

Rockville Housing Enterprises (the Authority or RHE) is a public body and a body corporate and politic organized under the laws of the state of Maryland for the purpose of providing adequate housing for qualified low-income individuals. The Authority is governed by a board of commissioners appointed by the mayor of the city of Rockville, Maryland, subject to approval by the City Council, and has substantial autonomy. Additionally, the Authority has entered annual contribution contracts with the U.S. Department of Housing and Urban Development (HUD) to be the administrator of the housing and housing-related programs described herein.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Rockville Housing Enterprises have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant accounting policies of the Authority are described below.

A. Reporting Entity

In determining how to define the reporting entity, management has considered all potential component units by applying the criteria established by the GASB. Based on these criteria, the following entities are included in the accompanying financial statements as blended component units as of and for the year ended December 31, 2023:

RHE Properties, Inc. - Established by Rockville Housing Enterprises to account for properties purchased and other future non-subsidies properties.

Rockville Housing Enterprises Corporation (RHE Corporation) – A not-for-profit corporation established to be the general partner in RELP One, LP.

RHE Fireside Park, Inc. – A not-for-profit corporation established to be a general partner in FPA, LP.

RELP One, LP - This is a limited partnership formed for the purpose of acquiring Moderately Priced Dwelling Units (MPDU). RHE Corporation is the general partner and the Authority is entitled to its respective share of annual operating income or loss. The Authority had a .01% interest in the entity. Effective December 3, 2021, Transamerica Life Insurance Company assigned its 99.98% ownership interest, rights, and obligations to RHE Corporation as evidenced by an executed Agreement for Purchase and Sale of Partnership Interest dated December 3, 2021. RHE Corporation is wholly owned by RHE.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

A. Reporting Entity (continued)

RHE Scarborough Square, LLC - This is a limited liability company established under the laws of the State of Maryland for the purpose of acquiring, constructing and operating a 121 unit multi-family project. The property is currently known as Scarborough Square Apartments.

A joint venture is a legal entity or other organization that results from a contractual agreement and that is owned, operated, or governed by two or more participants as a separate and specific activity subject to joint control in which the participants retain (a) an ongoing financial interest or (b) an ongoing financial responsibility. The Authority participates in the following joint ventures:

FPA, LP (a Maryland Limited Partnership) (the Partnership) was formed on July 23, 2018 for the purpose of acquiring, developing, owning and operating 236 total units in 22 multi-family buildings located in Rockville, Maryland, known as Fireside Park Apartments (the Property). The Partnership acquired the Property on June 30, 2020. Upon acquisition, substantial rehabilitation of the Property began. Rehabilitation was completed in 2022. The Partnership has been approved for an allocation of Federal low-income housing tax credits of $1,122,602. Pursuant to the Amended and Restated Agreement of Limited Partnership (the Partnership Agreement) dated June 30, 2020, the Investor Limited Partner is PNC Bank, N.A., a National Banking Association (the Investor Limited Partner) with a 99.99% interest, the Special Limited Partner is Columbia Housing SLP Corporation, an Oregon Corporation (the Special Limited Partner) with a 0.00% interest. General Partners include RHE Fireside Park, Inc., a Maryland Nonstock Corporation (RHE General Partner), and Hampstead Fireside, LLC, a Maryland Limited Liability Company (HGI General Partner), (collectively, the General Partners), with a 0.0049% and 0.0051% interest, respectively.

Financial Accountability - The Authority is responsible for its debts, does not impose a financial burden on the City of Rockville and is entitled to all surpluses. No separate agency receives a financial benefit nor imposes a financial burden on the Authority.

Imposition of Will - The City has no influence over the management, budget, or policies of the Authority. The Authority's Board of Commissioners has the responsibility to significantly influence the Authority's operations. This includes, but is not limited to, adoption of the budget, personnel management, sole title to, and residual interest in all assets (including facilities and properties), signing contracts, issuing bonds, and deciding which programs are to be provided.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

A. Reporting Entity (continued)

The Authority operates the following programs under Annual Contributions Contracts:

Low Rent Public Housing Program - The objective of this program is to provide decent safe and sanitary housing and related facilities for eligible low-income families and the elderly.

Capital Fund Program - The objective of this program is to improve the physical condition of the Low-Income Public Housing units and upgrade the management of the program.

Housing Choice Voucher Program - This program provides rental assistance to help low- income families afford decent, safe and sanitary rental housing. The Authority provides rental assistance in the form of a Housing Assistance Payment to a landlord on behalf of the tenant.

Public Housing Self-Sufficiency under ROSS - This program promotes the development of local strategies to coordinate the use of assistance under the Public Housing program with public and private resources to enable participating families to achieve economic independence and housing self-sufficiency.

Youth Build Program - This program is a community-based pre-apprenticeship program that provides job training and educational services for opportunity youth ages 16-24 who left school without a secondary diploma.

Moderate Rehabilitation - This program provides project-based rental assistance for low-income families. The program was repealed in 1991 and no new projects are authorized for development. Assistance is limited to properties previously rehabilitated pursuant to a housing assistance payments (HAP) contract between an owner and a Public Housing Agency (PHA).

Mainstream Vouchers - This program enable families having a person with disabilities to lease affordable private housing of their choice. Mainstream program vouchers also assist persons with disabilities who often face difficulties in locating suitable and accessible housing on the private market.

Moving to Work (MTW) – This program allows housing authorities to design and test innovative approaches in assisted housing. The purpose of the Authority's MTW program is to provide incentives to families to become economically self-sufficient, to reduce the Authority's costs and achieve greater cost effectiveness, and to increase housing choice for low-income families.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

B. Basis of Presentation

Basis of Accounting - The Authority uses the accrual basis of accounting for its proprietary fund. Under this method, revenues are recorded when earned, and expenses are recorded when liabilities are incurred, regardless of when the related cash flow takes place.

Basis of Presentation - The financial statements of the Authority are presented from a fund perspective. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain Authority functions. The accounting and financial reporting method applied by a fund is determined by the fund's measurement focus. The accounting objectives are determination of net income, financial position and cash flows. All assets and liabilities associated with the Proprietary Fund's activities are included on the statement of net position. Proprietary fund equity is segregated into three broad components:

Net investment in capital assets – This category consists of capital assets (including restricted capital assets), net of accumulated depreciation and reduced by any outstanding balances of bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, and improvements of those assets.

Restricted net position – This category consists of resources restricted in their use by (1) external groups such as grantors, creditors, or laws and regulations of other governments; or (2) law, through constitutional provisions and enabling legislation.

Unrestricted net position – This category includes all of the remaining resources that do not meet the definition of the other two categories.

The Authority uses the following fund:

Proprietary fund:

Enterprise fund - This type of fund is reported using an economic resources measurement focus. Additionally, it is used to account for operations that are financed and operated in a manner similar to private businesses where a fee is charged to external users for services provided. The Authority accounts for its activity in a single enterprise fund.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

C. Revenue and Expenses

Revenues and expenses are recognized in essentially the same manner as used in commercial accounting. Revenues relating to the Authority's operations include rental related income, interest income and other sources of revenues that are recognized in the accounting period in which they are earned. Other major sources of revenues include the operating subsidy from HUD and other HUD funding for capital and operating expenses.

D. Budgets

The Authority adopts budgets on the basis of accounting consistent with the basis of accounting for the fund to which the budget applies. The Authority prepares annual operating budgets that are formally adopted by its Governing Board of Commissioners. The budgets for programs funded by HUD form the basis of the Federal Financial Assistance received through HUD.

E. Use of Estimates in Preparing Financial Statements

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses in the financial statements and in the disclosures of contingent assets and liabilities. Actual results could differ from those estimates.

F. Cash and Investments

The Authority's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with an original maturity of three months or less when purchased.

Restricted cash includes cash held with financial institutions until grantor restrictions are met to release the funds for their specified use, as well as for debt service payments and refunds of tenant security deposits.

G. Accounts Receivable

All tenant receivables are shown net of an allowance for uncollectible accounts. The allowance for doubtful accounts is established based on periodic aging of receivables. No allowance is established for HUD and other governmental receivables since management believes that these amounts are fully collectible.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

H. Deferred costs and amortization

For the blended component units, in accordance with the accounting standards applicable to their individual financial statements, debt issuance costs, net of accumulated amortization, are reported as a direct reduction from the face amount of the mortgage loans payable to which such costs relate. Amortization of debt issuance costs is reported as a component of interest expense and is computed using an imputed interest rate on the related loan.

I. Capital Assets and Depreciation

Capital assets are stated at historical cost. Depreciation is calculated using the straight-line method. Donated capital assets are stated at their fair value on the date donated. This includes site acquisition and improvement, structures and equipment. All infrastructure assets were capitalized at the conclusion of development then dedicated to the County for maintenance and repairs. Depreciation of exhaustible capital assets used by proprietary funds is charged as an expense against operations, and accumulated depreciation is reported on the Statement of Net Position. All assets will be capitalized if they have a useful life beyond one year and an original cost greater than $5,000.

The estimated useful lives for each major class of depreciable capital assets are as follows:

Buildings and improvements	10-40 years
Furniture and fixtures	5-10 years
Equipment	3-10 years

J Leases

Lessee – For new or modified contracts, the Authority determines whether the contract is a lease. If a contract is determined to be, or contain, a lease with a non-cancellable term in excess of 12 months (including any options to extend or terminate the lease when exercise is reasonably certain), the Authority records a lease asset and lease obligation which is calculated based on the value of the discounted future lease payments over the term of the lease. The Authority is a lessee for a non-cancellable lease of office space. The Authority recognizes a lease liability and right to use asset on the statement of net position. Leases with an initial, non-cancellable term of 12 months or less are not recorded on the statement of net position and expense is recognized as incurred over the lease term. At the commencement of the lease, the Authority measures the lease liability at the present value of payments expected to be made during the lease term and then reduces the liability by the principal portion of lease payments made. The lease asset is measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs, then amortized on a straight-line basis over a period that is the shorter of the lease term or the useful

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

J. Leases (continued)

life of similar capital assets. Lease payments are apportioned between interest expense and principal based on an amortization schedule calculated using the effective interest method.

K. Compensated Absences

Compensated absences are absences for which employees will be paid, i.e., sick leave, vacation, and other approved leaves. The Authority accrues the liability for those absences that the employee has earned the rights to the benefits. Accrued amounts are based on the current salary rates. The Authority's policy allows employees to accumulate unused vacation leave up to 240 hours. Sick leave can be accumulated up to 240 hours but not paid upon termination. Vacation and sick pay are recorded as an expense and related liability in the year earned by employees.

L. Impairment of Long-Lived Assets

Prominent events or changes in circumstances affecting capital assets are required to be evaluated to determine whether impairment of a capital asset has occurred. Impaired capital assets that will no longer be used will be reported at the lower of carrying value or fair value. Impairment of capital assets with physical damage generally will be measured using the restoration cost approach, which uses the estimated cost to restore the capital asset to identify the portion of the historical cost of the capital asset that should be written off. No such impairment loss was incurred during the year ended September 30, 2024.

M. Operating Revenue and Expenses

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Authority are charges to customers for rents. Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Subsidies received from HUD or other grantor agencies, for operating purposes, are recorded as operating revenue in the operating statement while capital grant funds are added to the net position in the non-operating revenue and expense.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

N. Insurance

The primary technique used for risk financing is the purchase of insurance policies from commercial insurers that include a large deductible amount. The use of a large deductible clause reduces the cost of insurance, but, should loses occur, the portion of the uninsured loss is not expected to be significant with respect to the financial position of the Authority. The Authority secures required insurance coverage through the competitive bid process. As of the date of the fieldwork, the Authority had the required coverage in force.

O. New Accounting Pronouncements

The following Governmental Accounting Standards Board (GASB) pronouncements became effective for the Authority during the year ended September 30, 2024:

GASB Statement No. 100, *Accounting Changes and Error Corrections – An Amendment of ASB Statement No. 62* will enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability.

GASB Statement No. 101, *Compensated Absences* updates the recognition, measurement, and disclosure guidance for compensated absences.

The following pending GASB Pronouncements will be effective for the Authority in future years. The Authority is currently assessing the impact of these Statements:

GASB Statement No. 102, *Certain Risk Disclosures* has the objective of providing financial statement users with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints. The requirements of this statement are effective for fiscal years beginning after June 15, 2024.

GASB Statement No. 103, *Financial Reporting Model Improvements* makes changes to key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. The requirements of this statement are effective for fiscal years beginning after June 15, 2025.

GASB Statement No. 104, *Disclosure of Certain Capital Assets* will provide users of government financial statements with essential information about certain types of capital assets. The requirements of this statement are effective for fiscal years beginning after June 15, 2025.

NOTE 3. CASH AND CASH EQUIVALENTS

All the deposits of Rockville Housing Enterprises are either insured or collateralized by using the Dedicated Method whereby all deposits that exceed the federal depository insurance coverage level are collateralized with securities held by the Authority's agents in these units' names. Rockville Housing Enterprises has no policy regarding custodial credit risk for deposits. However, Rockville Housing Enterprises complies with HUD policies.

At September 30, 2024, the Authority's cash and investments had a carrying amount of $3,286,572 and bank balances of $3,404,011.

The blended component units maintain their cash balances and certain reserves with financial institutions. At times, these balances may exceed the federal insurance limits; however, the blended component units have not experienced any losses with respect to their bank balances in excess of government provided insurance. The blended component units' respective managements believe that no significant concentration of credit risk exists with respect to these balances at December 31, 2023.

Fair value is determined using a hierarchy of inputs for fair value assessments. This hierarchy has three levels:

- Level 1 - Inputs are quoted prices in active markets for identical assets or liabilities.
- Level 2 - These are quoted market prices for similar assets or liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other than quoted prices that are not observable.
- Level 3 - These are unobservable inputs, such as a property valuation or an appraisal.

Interest rate risk - As a means of limiting its exposure to fair value losses arising from rising interest rates, the Authority typically limits its investment portfolio to maturities of 12 months or less.

Credit risk - The Authority has no policy regarding credit risk.

Custodial credit risk - The Authority has no policy on custodial credit risk.

Concentration of credit risk - The Authority places no limit on the amount that it invests in certificates of deposits. The Authority has no policy regarding credit risk.

NOTE 3. CASH AND CASH EQUIVALENTS (CONTINUED)

Restricted Cash and Cash Equivalents

FSS escrow	$	105,126
Tenant security deposits		147,974
Liquidity guarantee - Fireside Park		750,000
Mortgage escrow deposits - RELP One		20,659
Reserve for replacement - RELP One		47,904
Interest escrow deposits - Scarborough Square		1,000,000
Repair reserve - Scarborough Square		250,000
	$	2,321,663

Collateralization

As of September 30, 2024, the following securities were pledged as collateral to secure the deposits of Rockville Housing Enterprises:

Description	Maturity Date	Coupon Rate	Value
FNMA Pool MA1256	11/1/2027	2.50%	$ 175,404
FNMA Pool AK4047	2/1/2027	3.00%	205,859
FHLMC Gold Pool	4/1/2028	2.50%	324,796
FNR 2018-2 BA	2/25/2045	3.00%	842,291
FG C91441	4/1/2032	3.00%	517,647
			$ 2,065,997

NOTE 4. ACCOUNTS RECEIVABLE

Accounts receivable as of September 30, 2024 consisted of the following:

Due from other PHAs - port ins	$	141,793
Accounts receivable - HUD		25,639
Accounts receivable - other government		114,060
Due from tenants and landlords, net of allowance of $53,521		370,466
Accounts receivable - miscellaneous		119,335
Fraud recoverey, net of allowance of $64,268		291
Accrued interest receivable		18,906
	$	790,490

NOTE 5. CAPITAL ASSETS

A summary of changes in capital assets is as follows:

	Beginning Balances	Additions	Disposals	Adjustments	Ending Balances
Land	$ 7,266,739	$ -	$ -	$ -	$ 7,266,739
Construction in progress	-	242,861	-	-	242,861
Total capital assets not being depreciated	**7,266,739**	**242,861**	**-**	**-**	**7,509,600**
Buildings and improvements	62,906,290	170,916	-	-	63,077,206
Right to use asset	822,004	-	-	(449,084)	372,920
Furniture and equipment	711,971	182,925	-	-	894,896
Infrastructure	7,093	-	-	-	7,093
Total capital assets being depreciated	**64,447,358**	**353,841**	**-**	**(449,084)**	**64,352,115**
Accumulated depreciation	(14,257,540)	(1,730,155)	-	168,536	(15,819,159)
Enterprise activity capital assets, net	**$ 57,456,557**	**$ (1,133,453)**	**$ -**	**$ (280,548)**	**$ 56,042,556**

NOTE 6. NOTES RECEIVABLE AND OTHER ASSETS

RHE obtained a $250,000 grant from the City of Rockville to assist in financing units for RELP One, LP. RHE then entered into a Note to lend the money to RELP One, LP dated March 19, 2002. The note is due 42 years from the date of the note based on 1% interest after the first two years. Payments shall commence on December 31, 2005. Payments are limited to available cash flow. The balance at September 30, 2024 of this note was $161,103 and has been eliminated in the financial statement presentation as RELP One is a blended component unit.

As a part of the agreement with HUD to demolish the Public Housing units known as Lincoln Terrace, the developer for the Legacy Development is required to make Release Payments as the new units are sold. As a part of the development agreement for Legacy Development, when the buyers purchase property of the Legacy Development, the Authority obtains equity in a second mortgage which is noninterest bearing and not forgivable. The cumulative total of these second mortgage receivables at September 30, 2024, was $910,300.

Other assets primarily consist of funds spent by RHE related to the acquisition of Scarborough Square. As of September 30, 2024, the cumulative total of these costs was $1,615,787.

NOTE 7. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

Accounts payable and accrued liabilities at September 30, 2024 consisted of the following:

Accrued wages/payroll taxes payable	$	20,623
Accrued interest payable		191,685
Accounts payable - HUD PHA programs		10,438
Accounts payable - vendors		44,581
	$	267,327

NOTE 8. NON-CURRENT LIABILITIES

Non-current liabilities at September 30, 2024 consisted of the following:

	Beginning Balances	Increases	Decreases	Ending Balances	Current Portion of Balance
Long-term debt	$46,631,181	$1,200,000	$(8,604,893)	$39,226,288	$ 91,486
Lease liability	765,162	-	(437,741)	327,421	50,969
Compensated absences	52,011	15,205	-	67,216	6,721
FSS escrows	205,036	-	(99,910)	105,126	-
	$47,653,390	$1,215,205	$(9,142,544)	$39,726,051	$149,176

NOTE 9. LONG-TERM DEBT

On October 25, 2012, RHE Properties purchased a property at 343 Fallsgrove Drive, Rockville, Maryland which was partially funded through a mortgage payable. The mortgage was scheduled to mature on October 25, 2022. The interest rate on the mortgage is a fixed rate of 4.65%. The required monthly payments were $555. Effective November 23, 2021, the maturity date was extended until November 23, 2041 (twenty years from the effective date of the modification). The interest rate was changed to 4.49%, and monthly payments based on a thirty-year amortization are required. Additionally, the lender has the option to call the debt after ten years. The mortgage payable as of December 31, 2023, was $68,745.

NOTE 9. LONG-TERM DEBT (CONTINUED)

On November 30, 2012, RHE Properties obtained a mortgage on a property at 219 Jay Drive, Rockville, Maryland that the Agency had previously purchased for the purposes of obtaining funds to purchase future properties. The mortgage was scheduled to mature on November 30, 2022. The interest rate on the mortgage is a fixed rate of 4.57%. The required monthly payments were $522. Effective November 23, 2021, the maturity date was extended until November 23, 2041 (twenty years from the effective date of the modification). The interest rate was changed to 4.49%, and monthly payments based on a thirty-year amortization are required. Additionally, the lender has the option to call the debt after ten years. The mortgage payable as of December 31, 2023, was $63,272.

On July 15, 2013, RHE Properties obtained a mortgage on a property at 722 Garden View Drive, Rockville, Maryland that the Agency had previously purchased for the purposes of obtaining funds to purchase future properties. The mortgage was scheduled to mature on July 15, 2023. The interest rate on the mortgage is a fixed rate of 5.89%. The required monthly payments were $582. Effective November 23, 2021, the maturity date was extended until November 23, 2041 (twenty years from the effective date of the modification). The interest rate was changed to 4.49%, and monthly payments based on a thirty-year amortization are required. Additionally, the lender has the option to call the debt after ten years. The mortgage payable as of December 31, 2023, was $66,941.

On July 15, 2013, RHE Properties purchased a property at 229 Cork Tree Lane, Rockville, Maryland which was partially funded through a mortgage payable. The mortgage was scheduled to mature on July 15, 2023. The interest rate on the mortgage is a fixed rate of 5.89%. The required monthly payments were $582. Effective November 23, 2021, the maturity date was extended until November 23, 2041 (twenty years from the effective date of the modification). The interest rate was changed to 4.49%, and monthly payments based on a thirty-year amortization are required. Additionally, the lender has the option to call the debt after ten years. The mortgage payable as of December 31, 2023, was $66,854.

Principal and interest requirements for RHE Properties debt are as follows:

December 31:	Principal	Interest	Total
2024	$ 12,347	$ 14,551	$ 26,898
2025	13,088	13,810	26,898
2026	13,830	13,068	26,898
2027	14,615	12,128	26,743
2028	15,411	11,487	26,898
2029 - 2033	91,401	43,092	134,493
2034 - 2038	99,110	14,454	113,564
2039	6,010	181	6,191
	$ 265,812	$122,771	$388,583

NOTE 9. LONG-TERM DEBT (CONTINUED)

RELP One LP entered into a nonrecourse 40-year mortgage note provided through the sale of tax-exempt bonds in the principal amount of $3,900,000 in January 2005. The bonds were credit enhanced through the issuance of HUD risk-sharing mortgage insurance. Interest on the mortgage loan is at a rate of 5.21% per annum, plus a 0.05% mortgage insurance premium. Installments of $19,351 are due monthly until February 1, 2045. Interest incurred for the year ended December 22, 2023 amounted to $162,822, which includes amortization of debt issuance costs of $5,709. At December 31, 2023, accrued interest amounted to $14,638. At December 31, 2023, the principal balance outstanding was $2,974,083. Debt issuance costs, net of accumulated amortization, totaled $88,852 as of December 31, 2023, and are related to the first mortgage. Debt issuance costs on the above note are being amortized using an imputed interest rate of 5.5716%. The liability of the Partnership under the mortgage note is limited to the underlying value of the real estate collateral plus other amounts deposited with the lender.

Aggregate annual maturities of the mortgage note payable over each of the next five years and thereafter are as follows:

December 31:	
2024	$ 79,139
2025	83,362
2026	87,811
2027	92,497
2028	97,432
Thereafter	2,533,842
	$2,974,083

RELP One LP obtained additional financing from Montgomery County in the original amount of $1,500,000. As of December 31, 2023, the remaining balance was $1,397,245. No interest was accrued and no payments were due through July 31, 2004. Thereafter, the note provides for annual installments of principal and interest accruing at a rate of 1.0% per annum. Payments of principal and interest, commencing on August 1, 2005, equal to the lesser of 50% of cash flow from operations after certain priority payments, as defined, or an amount equal to interest, and principal amortized over 40 years until maturity of the note on August 1, 2044. The note is secured by a deed of trust and a regulatory agreement. Interest incurred for the year ended December 31, 2023 amounted to $13,972. During the year ended December 31, 2023, the Partnership made loan payments of $39,916. As of December 31, 2023, accrued interest amounted to $0.

NOTE 9. LONG-TERM DEBT (CONTINUED)

The Mayor and Council of Rockville advanced funds to RELP One LP, amounting to $120,000 to aid in the acquisition of affordable dwelling units. The advances were made under the terms of a note issued by the City in connection with a loan agreement dated March 19, 2002. The note accrues no interest and must be repaid in full on or before June 13, 2043. The note is secured by a mortgage on certain property and an assignment of rents. As of December 31, 2023, the remaining balance was $120,000.

RHE Corporation has provided RELP One LP financing in the amount of $250,000. This note, funded from a grant by the City of Rockville to the General Partner, accrues no interest and requires no payments through December 31, 2004. Thereafter, interest accrues at the rate of 1.0% per annum and annual payments equal to 50% of the net cash flow, as defined, or the amount which would pay interest and amortize the loan principal over 40 years, are due each December 31, commencing in 2005. Any unpaid principal and interest under this note shall be payable in full on December 31, 2044. As of December 31, 2023, the principal balance on the note was $161,103. Interest incurred for the year ended December 31, 2023 was $1,611. As of December 31, 2023, accrued interest amounted to $17,295. During the year ended December 31, 2023, the Partnership did not make any loan payments. The principal balance has been eliminated for financial statement presentation as RELP One is a blended component unit.

RHE Scarborough Square entered into a second nonrecourse note provided through Montgomery County in the principal amount of $11,800,000. Interest on the mortgage loan is at a rate of 1% per annum with a maturity date of December 14, 2027. No interest is being charged on the loan through December 31, 2023. As of December 31, 2023, the outstanding balance was $9,508,000.

RHE Scarborough Square entered into a nonrecourse mortgage note provided by Orlo Scarborough Investors, LLC in the principal amount of $33,000,000 in December 2022. Interest on the mortgage loan is at 8%. This mortgage had a maturity date of December 20, 2023 which has been extended until December 20, 2024. Effective October 1, 2023, Orlo Scarborough Investors, LLC enacted the option to convert $9,000,000 of the $33,000,000 mortgage with Orlo Scarborough Investors, LLC into member equity and assigning Orlo Scarborough Investors, LLC a 49% membership interest. As of December 31, 2023, the outstanding balance was $24,000,000. Interest expense incurred on this mortgage for the year ended December 31, 2023 was $2,467,726.

RHE Scarborough Square entered into a nonrecourse, non-interest bearing, mortgage with the City of Rockville in the amount of $1,200,000. The mortgage has a maturity date of December 14, 2027.

NOTE 9. LONG-TERM DEBT (CONTINUED)

Debt issuance costs totaled $150,000 as of December 31, 2023, and are related to the Montgomery County loan, and are reflected on the balance sheet as net of mortgages payable.

Amortization expense related to the Montgomery County and Orlo loans totaled $1,275,000 for the year ended December 31, 2023.

A summary of changes in long-term debt owed to third parties is as follows:

	Beginning Balances	Additions	Reductions	Ending Balances	Current
343 Fallsgrove Drive	$ 71,279	$ -	$ (2,534)	$ 68,745	$ 2,676
219 Jay Drive	66,567	-	(3,295)	63,272	3,441
722 Garden View Way	69,884	-	(2,943)	66,941	3,110
229 Cork Tree Lane	69,808	-	(2,954)	66,854	3,120
RELP - $3.9 Million	3,049,186	-	(75,103)	2,974,083	79,139
RELP - Montgomery County	1,397,245	-	-	1,397,245	-
RELP - City of Rockville	120,000	-	-	120,000	-
Scarborough Square - Montgomery County	10,306,773	-	(798,773)	9,508,000	-
Scarborough Square - Orlo	33,000,000	-	(9,000,000)	24,000,000	-
Scarborough Square - City of Rockville	-	1,200,000	-	1,200,000	-
	48,150,742	1,200,000	(9,885,602)	39,465,140	91,486
Total Unamortized Debt Issuance Costs	(1,519,561)	-	1,280,709	(238,852)	-
Total Long Term Debt	$ 46,631,181	$ 1,200,000	$ (8,604,893)	$ 39,226,288	$ 91,486

RHE Properties also has an unused line of credit in the amount of $1,000,000.

NOTE 10. LEASES

Lessee – Effective August 14, 2020, RHE entered into an agreement to lease 4,596 square feet of office space under a non-cancellable lease. The current term expires October 13, 2030 and the required lease payment at the effective date was $8,000 a month. On August 14 of each subsequent year until expiration, rent escalates 3% from the most recent rent amount. Effective December 1, 2022, an addendum was executed for an additional 2,282 square feet of office space for 24 months for $4,214 per month with the same rent escalation of 3% as the original lease.

Future minimum payments are as follows:

	Principal	Interest	Total
2025	$ 50,969	$ 11,418	$ 62,387
2026	46,194	9,641	55,834
2027	49,447	8,024	57,472
2028	52,863	6,294	59,157
2029	56,447	4,445	60,892
2030	71,501	2,834	74,335
	$ 327,421	$ 42,656	$370,077

NOTE 11. RISK MANAGEMENT

The Authority is exposed to various risks of losses related to torts; theft or, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Claims and liabilities are reported when it is probable that a loss has occurred, and the amount of that loss can be reasonably estimated. There were no claims more than commercial coverage during the previous three years.

NOTE 12. PENSION AND PROFIT-SHARING PLANS

A defined contribution retirement plan provides pension benefits in return for services rendered, provides an individual account for each participant, and specifies how contributions to the individual accounts are to be determined instead of specifying the amount of benefits the individual is to receive.

The Authority has a profit-sharing plan with John Hancock where eligible employees open separate accounts with the plan's administrator. The Authority contributes 6.5% of the employees' gross salary bi-weekly. The Authority has no liability once the employee is terminated. The Authority's contributions for the year ended September 30, 2024, were $82,415 and covered wages totaled $1,385,245.

NOTE 13. ECONOMIC DEPENDENCY

The PHA Owned Housing Program is economically dependent on annual contributions and grants from HUD. The program operates at a loss prior to receiving the contributions and grants.

NOTE 14. COMMITMENTS AND CONTINGENCIES

Legal

Certain claims, suits, and complaints may arise in the ordinary course of business. In the opinion of the Authority's management, any such matters are adequately covered by insurance.

Grants and contracts

The Authority participates in various federally-assisted grant programs that are subject to review and audit by the grantor agencies. Entitlement to these resources is generally conditional based upon compliance with terms and conditions of grant agreements and applicable federal regulations, including the expenditure of resources for allowable purposes. Any disallowance resulting from a federal audit may become a liability of the Authority. There were no such liabilities recorded as of September 30, 2024.

Capital fund

The Authority receives capital funding each year for ongoing capital improvements and repairs and maintenance.

NOTE 15. CONDENSED INFORMATION FOR BLENDED COMPONENT UNITS

Condensed combining information for the Authority's blended component units as of, and for the year ended December 31, 2023, is provided below. RHE Corporation and RHE Fireside Park had no material activity and therefore are not included in the accompanying condensed information.

Combining Statement of Net Position Information

	RHE Properties	Scarborough Square	RELP 1, LP	TOTAL
ASSETS				
Current assets	$ 369,652	$ 1,638,735	$ 264,771	$ 2,273,158
Capital assets	12,674,354	39,666,220	2,015,995	54,356,569
Other assets	-	1,093,319	-	1,093,319
Total assets	13,044,006	42,398,274	2,280,766	57,723,046
LIABILITIES				
Current liabilities	49,689	1,378,094	244,575	1,672,358
Noncurrent liabilities	276,818	34,558,000	4,484,440	39,319,258
Total liabilities	326,507	35,936,094	4,729,015	40,991,616
NET POSITION				
Net investment in capital assets	12,408,542	5,108,220	(2,547,584)	14,969,178
Restricted net position	-	1,250,000	20,659	1,270,659
Unrestricted net position	308,957	103,960	78,676	491,593
Total net position	$ 12,717,499	$ 6,462,180	$(2,448,249)	$16,731,430

NOTE 15. CONDENSED INFORMATION FOR BLENDED COMPONENT UNITS (CONTINUED)

Combining Statement of Revenues, Expenses, and Changes in Net Position Information

	RHE Properties	Scarborough Square	RELP 1, LP	TOTAL
REVENUE				
Dwelling rent	$ 1,004,486	$ 2,912,865	$ 871,086	$ 4,788,437
Government grant revenue	-	600,000	-	600,000
Other operating income	3,346	344,855	15,900	364,101
Capital contributions	-	9,000,000	-	9,000,000
Total revenues	1,007,832	12,857,720	886,986	14,752,538
EXPENSES				
Operating expense	811,695	1,589,830	591,658	2,993,183
Depreciation/amortization	262,842	927,488	253,897	1,444,227
Interest expense	7,261	3,742,726	178,405	3,928,392
Distributions to investors	-	399,508	-	399,508
Total expenses	1,081,798	6,659,552	1,023,960	8,765,310
CHANGE IN NET POSITION	(73,966)	6,198,168	(136,974)	5,987,228
BEGINNING NET POSITION	12,791,465	264,012	(2,311,275)	10,744,202
ENDING NET POSITION	$ 12,717,499	$ 6,462,180	$(2,448,249)	$16,731,430

Combining Statement of Cash Flows Information

	RHE Properties	Scarborough Square	RELP 1, LP	TOTAL
Net Cash Provided/ (Used) by				
Operating Activities	$ 89,388	$ 85,839	$ 82,185	$ 257,412
Capital and Related Financing Activities	(52,307)	1,719	(75,103)	(125,691)
Investing Activities	-	(259,506)	-	(259,506)
Net Increase/(Decrease) in Cash	37,081	(171,948)	7,082	(127,785)
Cash and Cash Equivalents - Beginning of Year	64,780	1,686,298	188,006	1,939,084
Cash and Cash Equivalents - End of Year	$ 101,861	$ 1,514,350	$ 195,088	$ 1,811,299

NOTE 16. SUBSEQUENT EVENTS

Events that occur after the statement of net position date but before the financial statements were available to be issued must be evaluated for recognition or disclosure. Management evaluated the activity of the Authority through June 25, 2025 (the date the financial statements were available to be issued) and determined that there are no material subsequent events requiring disclosure.

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SCHEDULE
ENTITY-WIDE BALANCE SHEET SUMMARY
September 30, 2024

		Project Total	6.2 Component Unit - Blended	14.896 PIH Family Self-Sufficiency Program	14.879 Mainstream Vouchers	14.871 Housing Choice Vouchers	14.870 Resident Opportunity and Supportive Services	17.274 Youth Build Program	14.856 Lower Income Housing Assistance Program_Section 8 Moderate
111	Cash - Unrestricted	$ 63,651	$ 375,089	$ -	$ 37,245	$ -	$ -	$ -	$ 35,692
113	Cash - Other Restricted	38,102	1,318,563	-	1,328	-	-	-	-
114	Cash - Tenant Security Deposits	30,327	117,647	-	-	-	-	-	-
100	Total Cash	132,080	1,811,299	-	38,573	-	-	-	35,692
121	Accounts Receivable - PHA Projects	-	-	-	-	-	-	-	-
122	Accounts Receivable - HUD Other Projects	-	-	25,639	-	-	-	-	-
124	Accounts Receivable - Other Government	63,601	-	-	-	-	-	50,459	-
125	Accounts Receivable - Miscellaneous	-	119,335	-	-	-	-	-	-
126	Accounts Receivable - Tenants	111,803	67,119	-	20,969	-	-	-	-
126.1	Allowance for Doubtful Accounts -Tenants	(57,190)	-	-	-	-	-	-	-
128	Fraud Recovery	64,559	-	-	-	-	-	-	-
128.1	Allowance for Doubtful Accounts - Fraud	(64,268)	-	-	-	-	-	-	-
129	Accrued Interest Receivable	18,906	-	-	-	-	-	-	-
120	Total Receivables, Net of Allowances for Doubtful Accounts	137,411	186,454	25,639	20,969	-	-	50,459	-
131	Investments - Unrestricted	-	-	-	-	-	-	-	-
142	Prepaid Expenses and Other Assets	40,472	30,955	-	-	-	-	-	-
144	Inter Program Due From	4,655	-	-	-	-	-	-	-
150	Total Current Assets	314,618	2,028,708	25,639	59,542	-	-	50,459	35,692
161	Land	126,600	7,138,799	-	-	-	-	-	-
162	Buildings	9,249,736	53,827,470	-	-	-	-	-	-
163	Furniture, Equipment & Machinery - Dwellings	332,662	311,067	-	-	-	-	-	-
164	Furniture, Equipment & Machinery - Administration	157,894	47,365	-	-	-	-	-	-
165	Leasehold Improvements	241,894	-	-	-	-	-	-	-
166	Accumulated Depreciation	(8,779,308)	(6,975,225)	-	-	-	-	-	-
167	Construction in Progress	242,861	-	-	-	-	-	-	-
168	Infrastructure	-	7,093	-	-	-	-	-	-
160	Total Capital Assets, Net of Accumulated Depreciation	1,572,339	54,356,569	-	-	-	-	-	-
171	Notes, Loans and Mortgages Receivable - Non-Current	161,103	-	-	-	-	-	-	-
174	Other Assets	206,624	1,093,319	-	-	-	-		-
180	Total Non-Current Assets	1,940,066	55,449,888	-	-	-	-	-	-
290	**Total Assets**	**$ 2,254,684**	**$ 57,478,596**	**$ 25,639**	**$ 59,542**	**$ -**	**$ -**	**$ 50,459**	**$ 35,692**

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SCHEDULE
ENTITY-WIDE BALANCE SHEET SUMMARY
September 30, 2024

		Project Total	6.2 Component Unit - Blended	14.896 PIH Family Self-Sufficiency Program	14.879 Mainstream Vouchers	14.871 Housing Choice Vouchers	14.870 Resident Opportunity and Supportive Services	17.274 Youth Build Program	14.856 Lower Income Housing Assistance Program_Section 8 Moderate
312	Accounts Payable <= 90 Days	$ -	$ 44,581	$ -	$ -	$ -	$ -	$ -	$ -
321	Accrued Wage/Payroll Taxes Payable	13,530	-	-	838	-	-	-	-
322	Accrued Compensated Absences - Current Portion	2,645	2,595	-	385	-	-	-	-
325	Accrued Interest Payable	-	191,685	-	-	-	-	-	-
331	Accounts Payable - HUD PHA Programs	-	-	-	-	-	-	-	10,438
341	Tenant Security Deposits	30,327	117,647	-	-	-	-	-	-
342	Unearned Revenue	40,452	62,776	-	-	-	-	-	-
343	Current Portion of L-T Debt - Capital Projects/Mortgage Revenue	33,061	91,486	-	-	-	-	-	-
345	Other Current Liabilities	-	208,374	-	-	-	-	22,653	-
346	Accrued Liabilities - Other	71,413	3,836	-	-	-	-	-	-
347	Inter Program - Due To	281,045	704,928	25,639	-	-	-	27,806	10,544
310	Total Current Liabilities	472,473	1,427,908	25,639	1,223	-	-	50,459	20,982
351	L-T Debt, Net of Current - Capital Projects/Mortgage Revenue	179,320	39,295,905	-	-	-	-	-	-
353	Non-current Liabilities - Other	38,102	-	-	1,328	-	-	-	-
354	Accrued Compensated Absences - Non Current	23,809	23,353	-	3,469	-	-	-	-
350	Total Non-Current Liabilities	241,231	39,319,258	-	4,797	-	-	-	-
300	Total Liabilities	713,704	40,747,166	25,639	6,020	-	-	50,459	20,982
508.4	Net Investment in Capital Assets	1,359,958	14,969,178	-	-	-	-	-	-
511.4	Restricted Net Position	-	1,318,563	-	-	-	-	-	-
512.4	Unrestricted Net Position	181,022	443,689	-	53,522	-	-	-	14,710
513	Total Equity - Net Assets / Position	1,540,980	16,731,430	-	53,522	-	-	-	14,710
600	**Total Liabilities and Equity - Net**	**$ 2,254,684**	**$ 57,478,596**	**$ 25,639**	**$ 59,542**	**$ -**	**$ -**	**$ 50,459**	**$ 35,692**

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SCHEDULE
ENTITY-WIDE BALANCE SHEET SUMMARY
September 30, 2024

		14.881 Moving to Work Demonstration Program	14.OPS MTW Demonstration Program for Low Rent	14.HCV MTW Demonstration Program for HCV program	14.CFP MTW Demonstration Program for Capital Fund	14.EFA FSS Escrow Forfeiture Account	Business Activities	Subtotal	ELIM	Total
111	Cash - Unrestricted	$ 127,754	$ -	$ -	$ -	$ -	$ 325,478	$ 964,909	$ -	$ 964,909
113	Cash - Other Restricted	65,696	-	-	-	-	750,000	2,173,689	-	2,173,689
114	Cash - Tenant Security Deposits	-	-	-	-	-	-	147,974	-	147,974
100	Total Cash	193,450	-	-	-	-	1,075,478	3,286,572	-	3,286,572
121	Accounts Receivable - PHA Projects	141,793	-	-	-	-	-	141,793	-	141,793
122	Accounts Receivable - HUD Other Projects	-	-	-	-	-	-	25,639	-	25,639
124	Accounts Receivable - Other Government	-	-	-	-	-	-	114,060	-	114,060
125	Accounts Receivable - Miscellaneous	-	-	-	-	-	-	119,335	-	119,335
126	Accounts Receivable - Tenants	227,765	-	-	-	-	-	427,656	-	427,656
126.1	Allowance for Doubtful Accounts -Tenants	-	-	-	-	-	-	(57,190)	-	(57,190)
128	Fraud Recovery	-	-	-	-	-	-	64,559	-	64,559
128.1	Allowance for Doubtful Accounts - Fraud	-	-	-	-	-	-	(64,268)	-	(64,268)
129	Accrued Interest Receivable	-	-	-	-	-	-	18,906	-	18,906
120	Total Receivables, Net of Allowances for Doubtful Accounts	369,558	-	-	-	-	-	790,490	-	790,490
131	Investments - Unrestricted	-	-	-	-	-	-	-	-	-
142	Prepaid Expenses and Other Assets	15,000	-	-	-	-	8,166	94,593	-	94,593
144	Inter Program Due From	126,726	-	-	-	180,034	738,547	1,049,962	(1,049,962)	-
150	Total Current Assets	704,734	-	-	-	180,034	1,822,191	5,221,617	(1,049,962)	4,171,655
161	Land	1,340	-	-	-	-	-	7,266,739	-	7,266,739
162	Buildings	-	-	-	-	-	-	63,077,206	-	63,077,206
163	Furniture, Equipment & Machinery - Dwellings	-	-	-	-	-	-	643,729	-	643,729
164	Furniture, Equipment & Machinery - Administration	45,908	-	-	-	-	-	251,167	-	251,167
165	Leasehold Improvements	131,026	-	-	-	-	-	372,920	-	372,920
166	Accumulated Depreciation	(64,626)	-	-	-	-	-	(15,819,159)	-	(15,819,159)
167	Construction in Progress	-	-	-	-	-	-	242,861	-	242,861
168	Infrastructure	-	-	-	-	-	-	7,093	-	7,093
160	Total Capital Assets, Net of Accumulated Depreciation	113,648	-	-	-	-	-	56,042,556	-	56,042,556
171	Notes, Loans and Mortgages Receivable - Non-Current	-	-	-	-	-	910,300	1,071,403	(161,103)	910,300
174	Other Assets	261,000	-	-	-	-	54,844	1,615,787	-	1,615,787
180	Total Non-Current Assets	374,648	-	-	-	-	965,144	58,729,746	(161,103)	58,568,643
290	**Total Assets**	**$ 1,079,382**	**$ -**	**$ -**	**$ -**	**$ 180,034**	**$ 2,787,335**	**$ 63,951,363**	**$ (1,211,065)**	**$ 62,740,298**

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SCHEDULE
ENTITY-WIDE BALANCE SHEET SUMMARY
September 30, 2024

		14.881 Moving to Work Demonstration Program	14.OPS MTW Demonstration Program for Low Rent	14.HCV MTW Demonstration Program for HCV program	14.CFP MTW Demonstration Program for Capital Fund	14.EFA FSS Escrow Forfeiture Account	Business Activities	Subtotal	ELIM	Total
312	Accounts Payable <= 90 Days	$ -	$ -	$ -	$ -	$ -	$ -	$ 44,581	$ -	$ 44,581
321	Accrued Wage/Payroll Taxes Payable	6,255	-	-	-	-	-	20,623	-	20,623
322	Accrued Compensated Absences - Current Portion	1,096	-	-	-	-	-	6,721	-	6,721
325	Accrued Interest Payable	-	-	-	-	-	-	191,685	-	191,685
331	Accounts Payable - HUD PHA Programs	-	-	-	-	-	-	10,438	-	10,438
341	Tenant Security Deposits	-	-	-	-	-	-	147,974	-	147,974
342	Unearned Revenue	-	-	-	-	-	-	103,228	-	103,228
343	Current Portion of L-T Debt - Capital Projects/Mortgage Revenue	17,908	-	-	-	-	-	142,455	-	142,455
345	Other Current Liabilities	-	-	-	-	-	-	231,027	-	231,027
346	Accrued Liabilities - Other	-	-	-	-	-	-	75,249	-	75,249
347	Inter Program - Due To	-	-	-	-	-	-	1,049,962	(1,049,962)	-
310	Total Current Liabilities	25,259	-	-	-	-	-	2,023,943	(1,049,962)	973,981
351	L-T Debt, Net of Current - Capital Projects/Mortgage Revenue	97,132	-	-	-	-	-	39,572,357	(161,103)	39,411,254
353	Non-current Liabilities - Other	65,696	-	-	-	-	-	105,126	-	105,126
354	Accrued Compensated Absences - Non Current	9,864	-	-	-	-	-	60,495	-	60,495
350	Total Non-Current Liabilities	172,692	-	-	-	-	-	39,737,978	(161,103)	39,576,875
300	Total Liabilities	197,951	-	-	-		-	41,761,921	(1,211,065)	40,550,856
508.4	Net Investment in Capital Assets	(1,392)	-	-	-	-	-	16,327,744	-	16,327,744
511.4	Restricted Net Position	-	-	-	-	-	750,000	2,068,563	-	2,068,563
512.4	Unrestricted Net Position	882,823	-	-	-	180,034	2,037,335	3,793,135	-	3,793,135
513	Total Equity - Net Assets / Position	881,431	-	-	-	180,034	2,787,335	22,189,442	-	22,189,442
600	**Total Liabilities and Equity - Net**	**$ 1,079,382**	**$ -**	**$ -**	**$ -**	**$ 180,034**	**$ 2,787,335**	**$ 63,951,363**	**$ (1,211,065)**	**$ 62,740,298**

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SCHEDULE
REVENUE AND EXPENSE SUMMARY
Year ended September 30, 2024

		Project Total	6.2 Component Unit - Blended	14.896 PIH Family Self-Sufficiency Program	14.879 Mainstream Vouchers	14.871 Housing Choice Vouchers	14.870 Resident Opportunity and Supportive Services	17.274 YouthBuild Program	14.856 Lower Income Housing Assistance Program_Section 8 Moderate
70300	Net Tenant Rental Revenue	$ 453,032	$ 4,788,437	$ -	$ -	$ -	$ -	$ -	$ -
70400	Tenant Revenue - Other	51,770	364,096	-	-	-	-	-	-
70500	Total Tenant Revenue	504,802	5,152,533	-	-	-	-	-	-
70600	HUD PHA Operating Grants	-	-	82,595	890,731	1,028,441	79,704	-	44,334
							-	-	
70800	Other Government Grants	208,404	600,000	-	-	-	-	308,099	-
71100	Investment Income - Unrestricted	1,614	5	-	-	-	-	-	-
71500	Other Revenue	106,714	8,600,492	-	-	-	-	-	-
70000	**Total Revenue**	**821,534**	**14,353,030**	**82,595**	**890,731**	**1,028,441**	**79,704**	**308,099**	**44,334**
91100	Administrative Salaries	314,333	516,534	76,615	30,629	-	59,462	164,440	8,544
91200	Auditing Fees	12,118	30,718	-	-	-	-	-	2,000
91300	Management Fee	-	109,237	-	-	-	-	-	-
91400	Advertising and Marketing	2,313	25,755	-	-	-	-	-	-
91500	Employee Benefit contributions - Administrative	240,276	74,270	5,980	-	-	12,698	11,968	-
91600	Office Expenses	250,288	146,558	-	-	-	-	58,798	-
91700	Legal Expense	23,992	12,248	-	-	-	-	7,575	-
91800	Travel	13,010	228	-	-	-	-	-	-
91900	Other	26,674	321,194	-	-	-	-	-	-
91000	Total Operating - Administrative	883,004	1,236,742	82,595	30,629	-	72,160	242,781	10,544
92200	Relocation Costs	8,677	-	-	-	-	-		-
92400	Tenant Services - Other	-	29,446	-	-	-	7,544	-	-
92500	Total Tenant Services	8,677	29,446	-	-	-	7,544		-
93100	Water	131,320	156,222	-	-	-	-	-	-
93200	Electricity	243	23,638	-	-	-	-	-	-
93300	Gas	2,550	178,099	-	-	-	-	-	-
93000	Total Utilities	134,113	357,959	-	-	-	-	-	-
94100	Ordinary Maintenance and Operations - Labor	241,262	72,721	-	-	-	-	-	-
94200	Ordinary Maintenance and Operations - Materials and Other	98,960	105,979	-	-	-	-	-	-
94300	Ordinary Maintenance and Operations Contracts	155,244	417,327	-	-	-	-	-	-
94000	Total Maintenance	495,466	596,027	-	-	-	-	-	-

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SCHEDULE
REVENUE AND EXPENSE SUMMARY
Year ended September 30, 2024

		Project Total	6.2 Component Unit - Blended	14.896 PIH Family Self-Sufficiency Program	14.879 Mainstream Vouchers	14.871 Housing Choice Vouchers	14.870 Resident Opportunity and Supportive Services	17.274 YouthBuild Program	14.856 Lower Income Housing Assistance Program_Section 8 Moderate
Expenses (continued):									
96110	Property Insurance	14,027	117,207	-	-	-	-	-	-
96120	Liability Insurance	14,027	99,687	-	-	-	-	-	-
96130	Workmen's Compensation	14,027	3,073	-	-	-	-	-	-
96140	All Other Insurance	3,827	-	-	-	-	-		-
96100	Total insurance Premiums	45,908	219,967	-	-	-	-	-	-
96200	Other General Expenses	60,709	119,491	-	2,162	19,875	-	65,318	-
96210	Compensated Absences	(10,664)	25,947	-	2,293	-	-	-	-
96300	Payments in Lieu of Taxes	10,948	31,981	-	-	-	-	-	-
96400	Bad debt - Tenant Rents	32,175	369,577	-	-	-	-	-	-
96500	Bad debt - Mortgages	-	4	-	-	-	-		-
96600	Bad debt - Other	-	6,043	-	-	-	-		-
96000	Total Other General Expenses	93,168	553,043	-	4,455	19,875	-	65,318	-
96710	Interest of Mortgage (or Bonds) Payable	8,737	2,637,809	-	-	-	-	-	-
96720	Interest on Notes Payable (Short and Long Term)	-	15,583	-	-	-	-	-	-
96730	Amortization of Bond Issue Costs	-	1,275,000	-	-	-	-		-
96700	Total Interest Expense and Amortization Cost	8,737	3,928,392	-	-	-	-	-	-
96900	**Total Operating Expenses**	**1,669,073**	**6,921,576**	**82,595**	**35,084**	**19,875**	**79,704**	**308,099**	**10,544**
97000	**Excess of Operating Revenue over Operating Expenses**	**(847,539)**	**7,431,454**	**-**	**855,647**	**1,008,566**	**-**	**-**	**33,790**
97100	Extraordinary Maintenance	38,520	-	-	-	-	-	-	-
97300	Housing Assistance Payments	-	-	-	797,597	1,028,441	-	-	35,790
97350	HAP Portability-In	-	-	-	-	-	-	-	-
97400	Depreciation Expense	270,513	1,444,227	-	-	-	-	-	-
90000	**Total Expenses**	**1,978,106**	**8,365,803**	**82,595**	**832,681**	**1,048,316**	**79,704**	**308,099**	**46,334**
10010	Operating Transfer In	796,665	-	-	-	-	-	-	-
10020	Operating Transfer Out	-	-	-	-	-	-	-	-
10093	Transfers between Program and Project - In	-	-	-	-	-	-	-	-
10094	Transfers between Project and Program - Out	-	-	-	-	-	-	-	-
10100	Total Other financing Sources (Uses)	796,665	-	-	-	-	-	-	-
10000	**Excess of Total Revenue Over Total Expenses**	**(359,907)**	**5,987,227**	**-**	**58,050**	**(19,875)**	**-**	**-**	**(2,000)**
11030	**Beginning Net Position**	**1,900,887**	**10,744,203**	**-**	**(4,528)**	**19,875**	**-**	**-**	**16,710**
Ending Net Position		**$ 1,540,980**	**$ 16,731,430**	**$ -**	**$ 53,522**	**$ -**	**$ -**	**$ -**	**$ 14,710**

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SCHEDULE
REVENUE AND EXPENSE SUMMARY
Year ended September 30, 2024

		14.881 Moving to Work Demonstration Program	14.OPS MTW Demonstration Program for Low Rent	14.HCV MTW Demonstration Program for HCV program	14.CFP MTW Demonstration Program for Capital Fund	14.EFA FSS Escrow Forfeiture Account	Business Activities	Subtotal	ELIM	Total
70300	Net Tenant Rental Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,241,469	$ -	$ 5,241,469
70400	Tenant Revenue - Other	-	-	-	-	-	-	415,866	-	415,866
70500	Total Tenant Revenue	-	-	-	-	-	-	5,657,335	-	5,657,335
70600	HUD PHA Operating Grants	-	696,809	5,973,669	99,856	-	-	8,896,139	-	8,896,139
70800	Other Government Grants	-	-	-	-	-	-	1,116,503	-	1,116,503
71100	Investment Income - Unrestricted	-	-	-	-	-	-	1,619	-	1,619
71500	Other Revenue	6,230,289	-	-	-	104,389	1,212,094	16,253,978	-	16,253,978
70000	**Total Revenue**	**6,230,289**	**696,809**	**5,973,669**	**99,856**	**104,389**	**1,212,094**	**31,925,574**		**31,925,574**
91100	Administrative Salaries	278,283	-	-	-	-	(1)	1,448,839	-	1,448,839
91200	Auditing Fees	15,000	-	-	-	-	-	59,836	-	59,836
91300	Management Fee	-	-	-	-	-	-	109,237	-	109,237
91400	Advertising and Marketing	1,442	-	-	-	-	-	29,510	-	29,510
91500	Employee Benefit contributions - Administrative	48,539	-	-	-	-	-	393,731	-	393,731
91600	Office Expenses	119,421	-	-	-	-	95,082	670,147	-	670,147
91700	Legal Expense	9,936	-	-	-	-	-	53,751	-	53,751
91800	Travel	9,254	-	-	-	-	-	22,492	-	22,492
91900	Other	110,338	-	-	-	-	-	458,206	-	458,206
91000	Total Operating - Administrative	592,213	-	-	-	-	95,081	3,245,749	-	3,245,749
92200	Relocation Costs	-	-	-	-	-	-	8,677	-	8,677
92400	Tenant Services - Other	13,831	-	-	-	-	-	50,821	-	50,821
92500	Total Tenant Services	13,831	-	-	-	-	-	59,498	-	59,498
93100	Water	-	-	-	-	-	-	287,542	-	287,542
93200	Electricity	-	-	-	-	-	-	23,881	-	23,881
93300	Gas	-	-	-	-	-	-	180,649	-	180,649
93000	Total Utilities	-	-	-	-	-	-	492,072	-	492,072
94100	Ordinary Maintenance and Operations - Labor	-	-	-	-	-	-	313,983	-	313,983
94200	Ordinary Maintenance and Operations - Materials and Other	-	-	-	-	-	-	204,939	-	204,939
94300	Ordinary Maintenance and Operations Contracts	703	-	-	-	-	-	573,274	-	573,274
94000	Total Maintenance	703	-	-	-	-	-	1,092,196	-	1,092,196

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SCHEDULE
REVENUE AND EXPENSE SUMMARY
Year ended September 30, 2024

		14.881 Moving to Work Demonstration Program	14.OPS MTW Demonstration Program for Low Rent	14.HCV MTW Demonstration Program for HCV program	14.CFP MTW Demonstration Program for Capital Fund	14.EFA FSS Escrow Forfeiture Account	Business Activities	Subtotal	ELIM	Total
Expenses (continued):										
96110	Property Insurance	-	-	-	-	-	-	131,234	-	131,234
96120	Liability Insurance	-	-	-	-	-	-	113,714	-	113,714
96130	Workmen's Compensation	-	-	-	-	-	-	17,100	-	17,100
96140	All Other Insurance	5,000	-	-	-	-	-	8,827	-	8,827
96100	Total insurance Premiums	5,000	-	-	-	-	-	270,875	-	270,875
96200	Other General Expenses	28,667	-	-	-	-	151,699	447,921	-	447,921
96210	Compensated Absences	(2,372)	-	-	-	-	-	15,204	-	15,204
96300	Payments in Lieu of Taxes	-	-	-	-	-	-	42,929	-	42,929
96400	Bad debt - Tenant Rents	-	-	-	-	-	-	401,752	-	401,752
96500	Bad debt - Mortgages	-	-	-	-	-	41,000	41,004	-	41,004
96600	Bad debt - Other	-	-	-	-	-	-	6,043	-	6,043
96000	Total Other General Expenses	26,295	-	-	-	-	192,699	954,853	-	954,853
96710	Interest of Mortgage (or Bonds) Payable	-	-	-	-	-	-	2,646,546	-	2,646,546
96720	Interest on Notes Payable (Short and Long Term)	6,516	-	-	-	-	-	22,099	-	22,099
96730	Amortization of Bond Issue Costs	-	-	-	-	-	-	1,275,000	-	1,275,000
96700	Total Interest Expense and Amortization Cost	6,516	-	-	-	-	-	3,943,645	-	3,943,645
96900	**Total Operating Expenses**	**644,558**	**-**	**-**	**-**	**-**	**287,780**	**10,058,888**	**-**	**10,058,888**
97000	**Excess of Operating Revenue over Operating Expenses**	**5,585,731**	**696,809**	**5,973,669**	**99,856**	**104,389**	**924,314**	**21,866,686**	**-**	**21,866,686**
97100	Extraordinary Maintenance	-	-	-	-	-	-	38,520	-	38,520
97300	Housing Assistance Payments	5,813,161	-	-	-	-	-	7,674,989	-	7,674,989
97350	HAP Portability-In	5,713,386	-	-	-	-	-	5,713,386	-	5,713,386
97400	Depreciation Expense	15,415	-	-	-	-	-	1,730,155	-	1,730,155
90000	**Total Expenses**	**12,186,520**	**-**	**-**	**-**	**-**	**287,780**	**25,215,938**	**-**	**25,215,938**
10010	Operating Transfer In	5,973,669	-	-	-	-	-	6,770,334	(6,770,334)	-
10020	Operating Transfer Out	-	(696,809)	(5,973,669)	(99,856)	-	-	(6,770,334)	6,770,334	-
10093	Transfers between Program and Project - In	-	-	-	-	-	-	-	-	-
10094	Transfers between Project and Program - Out	-	-	-	-	-	-	-	-	-
10100	Total Other financing Sources (Uses)	5,973,669	(696,809)	(5,973,669)	(99,856)	-	-	-	-	-
10000	**Excess of Total Revenue Over Total Expenses**	**17,438**	**-**	**-**	**-**	**104,389**	**924,314**	**6,709,636**	**-**	**6,709,636**
11030	**Beginning Net Position**	**863,993**	**-**	**-**	**-**	**75,645**	**1,863,021**	15,479,806	**-**	**15,479,806**
Ending Net Position		**$ 881,431**	**$ -**	**$ -**	**$ -**	**$ 180,034**	**$ 2,787,335**	**$ 22,189,442**	**$ -**	**$ 22,189,442**

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SUBMISSION SUMMARY
NET POSITION ACCOUNTS - AMPs
September 30, 2024

Account Description	MD007000001	MD007000002	TOTAL
ASSETS:			
CURRENT ASSETS:			
Cash:			
111 Cash - Unrestricted	$ 63,651	$ -	$ 63,651
113 Cash - Other Restricted	38,102	-	38,102
114 Cash - Tenant Security Deposits	30,327	-	30,327
100 Total Cash	132,080	-	132,080
121 Accounts Receivable - PHA Projects	-	-	-
122 Accounts Receivable - HUD Other Projects	-	-	-
124 Accounts Receivable - Other Government	63,601	-	-
125 Accounts Receivable - Miscellaneous	-	-	-
126 Accounts Receivable - Tenants	111,803	-	111,803
126.1 Allowance for Doubtful Accounts -Tenants	(57,190)	-	(57,190)
128 Fraud Recovery	64,559	-	64,559
128.1 Allowance for Doubtful Accounts - Fraud	(64,268)	-	(64,268)
129 Accrued Interest Receivable	18,906	-	18,906
120 Total Receivables, Net of Allowances for Doubtful Accounts	137,411	-	73,810
142 Prepaid Expenses and Other Assets	40,472	-	40,472
144 Inter Program Due From	-	4,655	4,655
150 Total Current Assets	309,963	4,655	251,017
161 Land	126,600	-	126,600
162 Buildings	8,975,851	273,885	9,249,736
163 Furniture, Equipment & Machinery - Dwellings	332,662	-	332,662
164 Furniture, Equipment & Machinery - Administration	157,894	-	157,894
165 Leasehold Improvements	241,894	-	241,894
166 Accumulated Depreciation	(8,681,253)	(98,055)	(8,779,308)
167 Construction in Progress	242,861	-	242,861
160 Total Capital Assets, Net of Accumulated Depreciation	1,396,509	175,830	1,572,339
171 Notes, Loans and Mortgages Receivable - Non-Current	161,103	-	161,103
174 Other Assets	206,624	-	206,624
180 Total Non-Current Assets	1,764,236	175,830	1,940,066
290 Total Assets	$ 2,074,199	$ 180,485	$ 2,191,083

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SUBMISSION SUMMARY
NET POSITION ACCOUNTS - AMPs
September 30, 2024

Account Description	MD007000001	MD007000002	TOTAL
LIABILITIES AND NET POSITION:			
LIABILITIES:			
321 Accrued Wage/Payroll Taxes Payable	$ 13,530	$ -	$ 13,530
322 Accrued Compensated Absences - Current Portion	2,645	-	2,645
341 Tenant Security Deposits	30,327	-	30,327
342 Unearned Revenue	40,452	-	40,452
343 Current Portion of Long-term Debt - Capital	33,061	-	33,061
346 Accrued Liabilities - Other	71,413	-	71,413
347 Inter Program - Due To	281,045	-	281,045
310 Total Current Liabilities	472,473	-	472,473
351 Long-term Debt, Net of Current - Capital Projects/Mortgage	179,320	-	179,320
353 Non-current Liabilities - Other	38,102	-	38,102
354 Accrued Compensated Absences - Non Current	23,809	-	23,809
350 Total Non-Current Liabilities	241,231	-	241,231
300 Total Liabilities	713,704	-	713,704
508.4 Net Investment in Capital Assets	1,184,128	175,830	1,359,958
512.4 Unrestricted Net Position	176,367	4,655	181,022
513 Total Equity - Net Assets / Position	1,360,495	180,485	1,540,980
600 Total Liabilities and Equity	$ 2,074,199	$ 180,485	$ 2,254,684

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SUBMISSION SUMMARY
REVENUES, EXPENSES AND CHANGE IN NET POSITION
ACCOUNTS - AMPs
Year ended September 30, 2024

Account Description	MD007000001	MD007000002	TOTAL
REVENUES:			
70300 Net Tenant Rental Revenue	$ 453,032	$ -	$ 453,032
70400 Tenant Revenue - Other	51,770	-	51,770
70500 Total Tenant Revenue	504,802	-	504,802
70800 Other government grants	208,404	-	208,404
71100 Investment income - unrestricted	1,614	-	1,614
71500 Other revenue	106,714	-	106,714
TOTAL REVENUES	821,534	-	821,534
EXPENSES:			
Administrative			
91100 Administrative Salaries	314,333	-	314,333
91200 Auditing Fees	12,118	-	12,118
91400 Advertising and Marketing	2,313	-	2,313
91500 Employee Benefit contributions - Administrative	240,276	-	240,276
91600 Office Expenses	250,288	-	250,288
91700 Legal Expense	23,992	-	23,992
91800 Travel	13,010	-	13,010
91900 Other	26,674	-	26,674
91000 Total Administrative Expense	883,004	-	883,004
Tenant services			
92200 Relocation costs	8,677	-	8,677
92500 Total Tenant Services	8,677	-	8,677
Utilities			
93100 Water	131,320	-	131,320
93200 Electricity	243	-	243
93300 Gas	2,550	-	2,550
93000 Total Utilities Expense	134,113	-	134,113
Ordinary Maintenance & Operation			
94100 Labor	241,262	-	241,262
94200 Materials	98,960	-	98,960
94300 Contracts	155,244	-	155,244
94000 Total Ordinary Maintenance & Operation	495,466	-	495,466

ROCKVILLE HOUSING ENTERPRISES
FINANCIAL DATA SUBMISSION SUMMARY
REVENUES, EXPENSES AND CHANGE IN NET POSITION
ACCOUNTS - AMPs
Year ended September 30, 2024

Account Description	MD007000001	MD007000002	TOTAL
EXPENSES (CONTINUED):			
Insurance Premiums			
96110 Property Insurance	14,027	-	14,027
96120 Liability Insurance	14,027	-	14,027
96130 Workmen's Compensation	14,027	-	14,027
96140 All Other Insurance	3,827	-	3,827
96100 Total insurance Premiums	45,908	-	45,908
General Expenses			
96200 Other General Expenses	60,709	-	60,709
96210 Compensated Absences	(10,664)	-	(10,664)
96300 Payments in lieu of taxes	10,948	-	10,948
96400 Bad debt - tenant rents	30,829	1,346	32,175
96000 Total General Expenses	91,822	1,346	93,168
Financial Expenses			
96710 Interest expense - Mortgage Payable	8,737	-	8,737
Total Financial Expenses	8,737	-	8,737
96900 TOTAL OPERATING EXPENSE	1,667,727	1,346	1,669,073
97000 EXCESS OPERATING REVENUE	(846,193)	(1,346)	(847,539)
Other Expenses			
97100 Extraordinary maintenance	38,520	-	38,520
97400 Depreciation Expense	256,819	13,694	270,513
Total Other Expenses	295,339	13,694	309,033
TOTAL EXPENSES	**1,963,066**	**15,040**	**1,978,106**
10010 Operating transfer in	796,665	-	796,665
10093 Transfers between Program & Project - in	-	-	-
10100 Total Other Financing Sources (Uses)	796,665	-	796,665
EXCESS OF REVENUE OVER (UNDER) EXPENSES	**(344,867)**	**(15,040)**	**(359,907)**
11030 Beginning Net Position	1,705,362	195,525	1,900,887
Ending Net Position	$ **1,360,495**	$ **180,485**	$ **1,540,980**

6903 Rockledge Drive
Suite 300
Bethesda, MD 20817
301-564-3636

RUBINO
STRENGTH IN NUMBERS

1960 Gallows Road
Suite 340
Vienna, VA 22182
703-506-9700

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Commissioners
Rockville Housing Enterprises
Rockville, Maryland

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Rockville Housing Enterprises (the Authority) as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Rockville Housing Enterprises' basic financial statements, and have issued our report thereon dated June 25, 2025. Our report includes a reference to other auditors who audited the financial statements of RELP One, LP, a blended component unit, as described in our report on the Authority's financial statements. This report does not include the results of other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors. The financial statements of the blended component units were not audited in accordance with *Government Auditing Standards*.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our test disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Stand*ards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Bethesda, Maryland
June 25, 2025

6903 Rockledge Drive
Suite 300
Bethesda, MD 20817
301-564-3636

RUBINO
STRENGTH IN NUMBERS

1960 Gallows Road
Suite 340
Vienna, VA 22182
703-506-9700

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Commissioners
Rockville Housing Enterprises
Rockville, Maryland

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Rockville Housing Enterprises' (the Authority's) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Authority's major federal programs for the year ended September 30, 2024. The Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Authority's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Authority's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Bethesda, Maryland
June 25, 2025

ROCKVILLE HOUSING ENTERPRISES
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2024

Federal Grantor/Program or Cluster Title	Federal Assistance Listing Number	Pass-through Identifying Number	Total Federal Expenditures
U.S. Department of Housing and Urban Development (HUD):			
Moving to Work Demonstration Program	14.881	N/A	$ 6,770,334
Housing Voucher Cluster:			
Section 8 Housing Choice Vouchers	14.871	N/A	1,028,441
Mainstream Vouchers	14.879	N/A	890,731
			1,919,172
Section 8 Project-Based Cluster:			
Lower Income Housing Assistance Program - Section 8 Moderate Rehabilitation	14.856	N/A	44,334
Resident Opportunity and Supportive Services	14.870	N/A	79,704
Family Self-Sufficiency Program	14.896	N/A	82,595
Total HUD Federal Expenditures			8,896,139
U.S. Department of the Treasury:			
YouthBuild Program	17.274	N/A	308,099
Total Department of the Treasury Federal Expenditures			308,099
TOTAL FEDERAL EXPENDITURES			$ 9,204,238

ROCKVILLE HOUSING ENTERPRISES
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year ended September 30, 2024

NOTE 1. BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Rockville Housing Enterprises (the Authority) under programs of the federal government for the year ended September 30, 2024. The information in this Schedule is presented in accordance with the requirements of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Authority, it is not intended to and does not present the financial position, changes in net position, or cash flows of the Authority.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3. INDIRECT COST RATE

The Authority has elected not to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

ROCKVILLE HOUSING ENTERPRISES
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year ended September 30, 2024

SECTION I – SUMMARY OF AUDITOR'S RESULTS

Financial Statements

1.	Type of auditor's report issued:	Unmodified
2.	Internal control over financial reporting:	
	a. Material Weakness(es) identified?	No
	b. Significant deficiency(ies) identified that are not considered to be material weakness(es)?	None reported
3.	Noncompliance material to financial statements noted?	No

Federal Awards

4.	Internal control over major programs:	
	a. Material weakness(es) identified?	No
	b. Significant deficiency(ies) identified that are not considered to be material weakness(es)?	None reported
5.	Type of auditor's report issued on compliance for major programs:	Unmodified
6.	Any audit findings disclosed that are required to be reported in accordance with section 2 CFR 200.516(a)?	No

7. Identification of Major Programs:

Federal Grantor/Program Title	Federal Assistance Listing No.	
U.S. Department of Housing and Urban Development (HUD):		
Moving to Work Demonstration Program	14.881	$ 6,770,334

8.	Dollar threshold used to distinguish between Type A and Type B programs:	$ 750,000
9.	Auditee qualified as low-risk auditee?	Yes

ROCKVILLE HOUSING ENTERPRISES
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year ended September 30, 2024

SECTION II – FINANCIAL STATEMENT FINDINGS

None.

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None.

ROCKVILLE HOUSING ENTERPRISES
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
Year ended September 30, 2024

The audit for the year ended September 30, 2023, disclosed no findings.

MAYOR AND COUNCIL Meeting Date: November 17, 2025
Agenda Item Type: CONSENT
Department: PW - ENGINEERING
Responsible Staff: DAVID WATERMAN

Subject

Authorization for the City Manager to Release and Extinguish Three Existing Storm Drain Easements, and to Approve Three New Storm Drain Easements and One License and Maintenance Agreement for Stormwater Management, on Lots 6-8, Shady Grove Neighborhood Center.

Department

PW - Engineering

Recommendation

Staff recommends that the Mayor and Council authorize the City Manager to release and extinguish three existing storm drain easements, and to approve three new storm drain easements and one license and maintenance agreement for stormwater management between the Mayor and Council of Rockville and BXP, Inc. in conjunction with the redevelopment at Lots 6-8, Shady Grove Neighborhood Center.

Discussion

This item seeks Mayor and Council authorization for the City Manager to execute on its behalf the following easements and agreements associated with the Shady Grove Neighborhood Center redevelopment:

1) Extinguishment and Release of Three Storm Drain Easements
2) Grant of Three Storm Drain Easements
3) License and Maintenance Agreement for Private Stormwater Management within Right-of-Way

A Project Plan (PJT2017-00007) for the proposed mixed-use development of up to 330 townhouse units, up to 1,036 apartment units, up to 390,000 square feet of commercial and office use, up to 170,000 square feet of retail use and a neighborhood park was approved by the Mayor and Council at its meeting of April 29,2019. A Level II Site Plan (STP2020-00393) to implement the Project Plan was approved by the Planning Commission at its meeting of December 31, 2018.

The Applicant, BXP, Inc. is required to provide easements and a License and Maintenance Agreement, and to subsequently obtain Public Works approvals and permits in accordance with the Project Plan and Site Plan approvals.

Extinguishment and Release of Storm Drain Easements
This item authorizes the City Manager to execute the release and extinguishment of existing storm drain easements as shown on Plat No. 8640 for the subject property. The existing easements will no longer be necessary because the portion of existing public storm drain main and appurtenances on the subject property will be removed to accommodate the proposed site redevelopment.

The Applicant will dedicate new rights-of-way and record a new Storm Drain Easement for the proposed public storm drain infrastructure in accordance with the requirements of City's Sediment Control and Stormwater Management Chapter 19 and Streets, Roads, Rights-Of-Way and Public Improvement Chapter 21. The location of the existing easement is shown in Attachment 1. The draft document is provided in Attachment 2, "Termination and Release of Storm Drain Easement."

Grant of Storm Drain Easements
This item authorizes the City Manager to execute three Storm Drain Easements for all public storm drains in areas not dedicated as rights-of-way (ROW). The developer is required to provide public storm drains and obtain Public Works approval and permits in accordance with the City's Sediment Control and Stormwater Management Chapter 19, and Streets, Roads, Rights-Of-Way and Public Improvement Chapter 21.

The purpose of the Easement is to grant the City rights to access, maintain, repair, replace, operate and inspect City-owned storm drain infrastructure. The location of the proposed easements are shown in Attachment 3. The draft documents are provided in Attachment 4, "Grant of Storm Drain Easements."

License and Maintenance Agreement for Private Stormwater Management within Right-of-Way
This item authorizes the City Manager to approve a revocable License and Maintenance Agreement for private stormwater management (SWM) facilities proposed within public right-of-way (ROW). The Applicant proposes to install nine environmental site design (ESD) micro-bioretention facilities within the proposed public ROW to mitigate the stormwater quality impacts to Watts Branch from the redevelopment. The locations of the proposed SWM facilities are shown on Attachment 5. The draft document is provided in Attachment 6, "License and Maintenance Agreement – SWM Facilities in ROW."

In accordance with the project's SWM Concept and Site Plan, private SWM facilities are proposed in the public ROW because other on-site SWM measures were precluded within this urban setting due to lack of available land. There are many micro-scale ESD facilities spread

throughout the development to help mitigate the impacts to receiving streams by filtering the stormwater and promoting the “uptake” of nutrients by landscaped vegetation.

The Applicant and its successors and assigns, which will ultimately be the homeowner’s association, will partially maintain the ESD SWM facilities because they provide SWM for both private and public areas. The maintenance of specific features of the SWM facilities will be included in the agreement. A significant component of the ESD maintenance is maintaining the landscaping for both function and aesthetic.

Permission to locate the ESD SWM facilities in the public ROW and the terms for their maintenance require a license and maintenance agreement between BXP, Inc. and the City. The Planning Commission approval of this development plan is conditioned on recordation of this License and Maintenance Agreement in the Land Records of Montgomery County.

Mayor and Council History

This is the first time this item has been brought before the Mayor and Council.

Next Steps

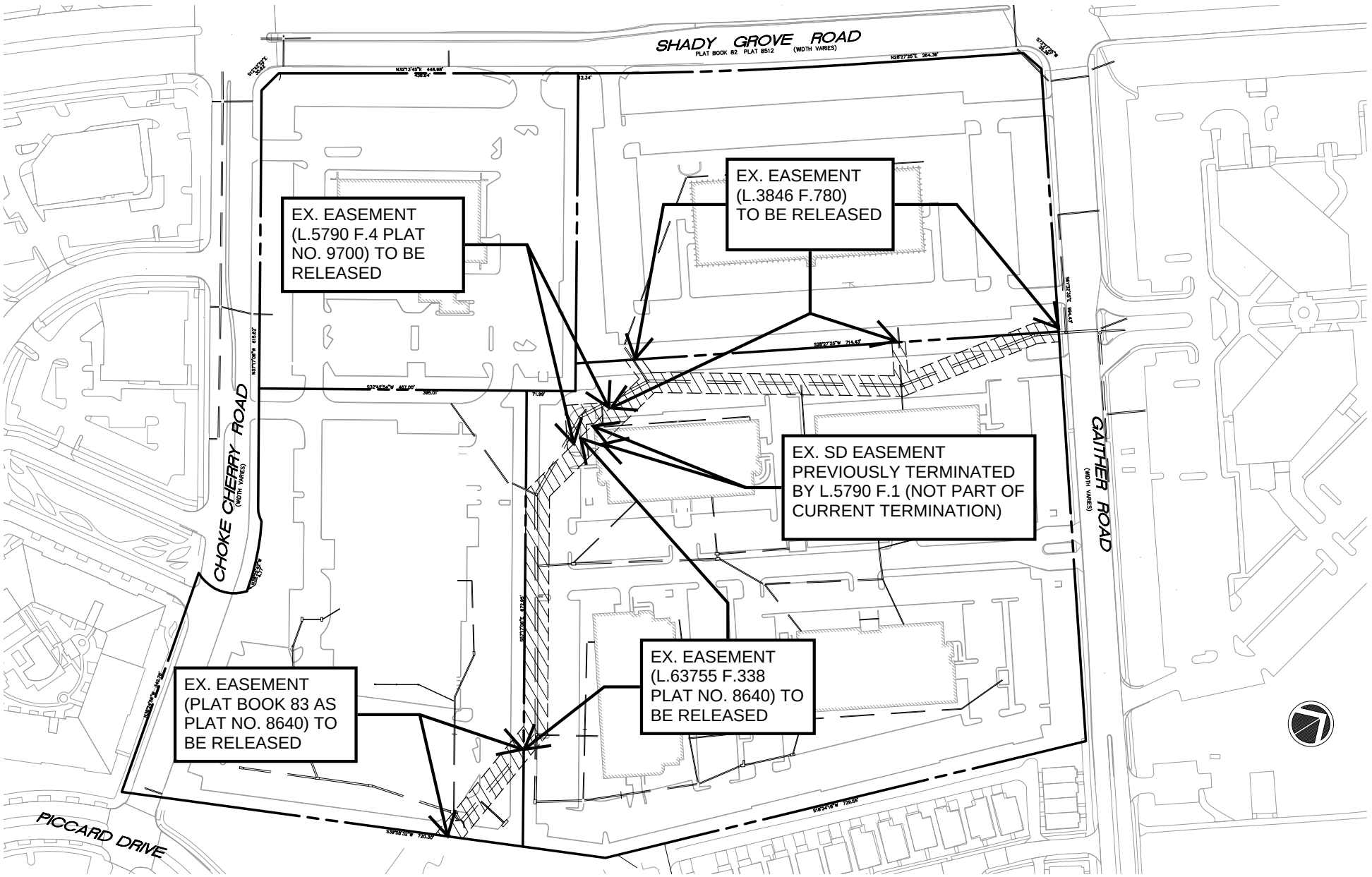
If approved by Mayor and Council, the City Manager will ensure the execution of the following listed documents in a form substantially similar to the draft documents attached to this agenda and as approved by the City Attorney:

1) Termination and Release of three Storm Drain Easements
2) Grant of three Storm Drain Easements
3) License and Maintenance Agreement for Private Stormwater Management within Right-of-Way

The documents will be recorded in the Land Records of Montgomery County prior to issuance of associated Public Works permits.

Attachments

Attachment 1_Existing Storm Drain Easement Exhibit, Attachment 2_Termination and Release of Storm Drain Easement, Attachment 3_Storm Drain Easements Exhibit, Attachment 4_Grant of Storm Drain Easements, Attachment 5_SWM Facilities in Public ROW Exhibit, Attachment 6_License and Maintenance Agreement_SWM Facilities in ROW



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SHADY GROVE NEIGHBORHOOD CENTER

EXHIBIT
EXISTING STORM DRAIN EASEMENT

VIKA MARYLAND, LLC
20251 Century Blvd., Suite 400
Germantown, MD 20874
301.916.4100 | vika.com

4041 Powder Mill Rd., Suite 215
Beltsville, MD 20705
240.848.7433 | vika.com

Our Site Set on the Future.

DRAWN BY:	JSL
DESIGNED BY:	
DATE ISSUED:	10/27/2025
PROJECT No.	VM50554S
SHEET No.	1 OF 1

LAYOUT: EX SD, Plotted By: julia.lapides

Y:\50501-51000\50554\CADD\TOWNHOMES\PHASE 1 TOWNHOMES\EXHIBITS\OFFICIAL\50554250_EX SD EASEMENT EXHIBIT.dwg ~ Monday, October 27, 2025 3:28:13 PM

Tax Account No(s).: 04-00145040
04-00145038
04-00145120

TERMINATION AND RELEASE OF EASEMENT

THIS **TERMINATION AND RELEASE OF EASEMENT** (this "**Termination**") is made this _____ day of _____, 202_, by and among **BXP SHADY GROVE LOT 6 LLC**, a Delaware limited liability company (the "**Lot 6 Owner**"), **BXP SHADY GROVE LOT 7 LLC** , a Delaware limited liability company (the "**Lot 7 Owner**"), and **BXP SHADY GROVE LOT 8 LLC**, a Delaware limited liability company (the "**Lot 8 Owner**") (together with the Lot 6 Owner and the Lot 7 Owner, the "**Owners**"), and **THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND,** a municipal corporation organized under the laws of the State of Maryland (the "**City**") (collectively with the Owners, the "**Parties**").

R E C I T A L S:

WHEREAS, the Lot 6 Owner is the owner of certain real property known as Lot 6, Danac Technology Park, as shown on a plat of subdivision recorded as Plat No. 8640 (the "**Lot 6 Plat**") in the Land Records of Montgomery County, Maryland (the "**Land Records**") (the "**Lot 6 Property**"); and

WHEREAS, the Lot 7 Owner is the owner of certain real property known as Lot 7, Danac Technology Park, as shown on a plat of subdivision recorded as Plat No. 8869 (the "**Lot 7 Plat**") in the Land Records (the "**Lot 7 Property**"); and

WHEREAS, the Lot 8 Owner is the owner of certain real property known as Lot 8, Danac Technology Park, as shown on a plat of subdivision recorded as Plat No. 9700 (the "**Lot 8 Plat**") (together with the Lot 6 Plat and the Lot 7 Plat, the "**Plats**") in the Land Records (the "**Lot 8 Property**") (together with the Lot 6 Property and the Lot 7 Property, the "**Subject Properties**"); and

WHEREAS, the Subject Properties are subject to the following easements, which were created for the benefit of the City to provide access to portions of the Properties for the installation, construction, reconstruction, maintenance, repair, operation, and inspection of a storm sewer system within the easement areas shown and described (the "**Existing Easements**"):

i. A 35' wide storm drain easement on the Lot 6 Property established by the Lot 6 Plat, as more specifically described on Exhibit A attached hereto;

ii. A variable width storm drain easement on the Lot 7 Property and the Lot 8 Property established by that certain Easement dated April 2, 1969 and recorded in the Land Records at Book 3846, Page 780, and by the Lot 7 Plat and the Lot 8 Plat, as more specifically described in Exhibit B attached hereto; and

iii. A 30' wide storm drain easement on the Lot 8 Property, as more specifically described in Exhibit C attached hereto; and

WHEREAS, the portions of the Subject Properties on which the storm sewer system were constructed are being modified, and the Owners will record a new storm drainage easement concurrently with this Termination to replace the Existing Easements; and

WHEREAS, the City has determined that, with the establishment of the new storm drainage easements, the Existing Easements are no longer necessary; and

WHEREAS, the Parties desire to release and terminate the Existing Easements; and

WHEREAS, the Existing Easements to be released and terminated are described more particularly on Exhibit D attached hereto and made a part of this Termination (the **"Release Area"**).

NOW, THEREFORE, in consideration of the above recitals, which are hereby incorporated into this Termination, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The City hereby releases and extinguishes its rights and interests in the Release Area and further declares the Existing Easements null and void and of no further force or effect with respect to the Release Area, and the Owners shall have no further obligations, if any, under the Existing Easements.

2. Nothing herein shall be deemed to release or otherwise affect any other easement or right-of-way that the Owners or their predecessors in title have recorded or may record in connection with the Subject Properties.

3. The Owners agree to execute and record this Termination in the Land Records, and to provide notice of such recordation to the City.

4. This Termination may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Termination to be executed as of this day and year written first above.

BXP Shady Grove Lot 6 LLC, a Delaware limited liability company

By: Boston Properties Limited Partnership, a Delaware limited partnership

By: BXP, Inc., a Delaware corporation, its General Partner

By:_____
Name: _____
Title: _____

* * *

STATE OF: _____ *
*
COUNTY OF: _____ *

I HEREBY CERTIFY that on this _____ day of _____, 202_, before the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the authorized representative of BXP Shady Grove Lot 6 LLC, being authorized so to do, executed the foregoing Termination and Release of Easement on behalf of the aforesaid company for the purposes therein.

IN TESTIMONY WHEREOF, I have caused the seal of the court to be affixed, or have affixed my official seal, this _____ day of _____, 202_ .

_____
Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

* * *

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

BXP Shady Grove Lot 7 LLC, a Delaware limited liability company

By: Boston Properties Limited Partnership, a Delaware limited partnership

By: BXP, Inc., a Delaware corporation, its General Partner

By:_____
Name: _____
Title: _____

* * *

STATE OF: _____ *
*
COUNTY OF: _____ *

I HEREBY CERTIFY that on this _____ day of _____, 202_, before the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the authorized representative of BXP Shady Grove Lot 7 LLC, being authorized so to do, executed the foregoing Termination and Release of Easement on behalf of the aforesaid company for the purposes therein.

IN TESTIMONY WHEREOF, I have caused the seal of the court to be affixed, or have affixed my official seal, this _____ day of _____, 202_ .

_____
Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

* * *

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

BXP Shady Grove Lot 8 LLC, a Delaware limited liability company

By: Boston Properties Limited Partnership, a Delaware limited partnership

By: BXP, Inc., a Delaware corporation, its General Partner

By:_____
Name: _____
Title: _____

* * *

STATE OF: _____ *
*
COUNTY OF: _____ *

I HEREBY CERTIFY that on this _____ day of _____, 202_, before the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the authorized representative of BXP Shady Grove Lot 8 LLC, being authorized so to do, executed the foregoing Termination and Release of Easement on behalf of the aforesaid company for the purposes therein.

IN TESTIMONY WHEREOF, I have caused the seal of the court to be affixed, or have affixed my official seal, this _____ day of _____, 202_ .

_____
Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

* * *

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

WITNESS:

CITY:

THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

_____ By:_____

Print Name:_____ Name:_____

Title:_____

Reviewed for legal sufficiency by:

_____

Robert Dawson
Senior Assistant City Attorney

STATE OF: _____ *

*

COUNTY OF: _____ *

I hereby certify that on this _____ day of _____, 202_, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person described in the foregoing Termination and Release of Easement, who did acknowledge that he/she, having been properly authorized, executed the same on behalf of The Mayor and Council of Rockville, Maryland in the capacity therein stated and for the purposes therein contained.

Witness my hand and official seal this _____day of _____, 202_.

_____
Notary Public

My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A

LEGAL DESCRIPTIONS OF EXISTING 30’ STORM DRAINAGE EASEMENT

ON LOT 6

TAX ACCT NO: 04-00145040

VIKA Maryland, LLC
20251 Century Blvd.
Suite 400
Germantown, MD 20874
301.916.4100
vika.com

EXHIBIT A
OCTOBER 13, 2025
RELEASE OF ALL OF AN EXISTING
35 FOOT STORM DRAIN EASEMENT
PLAT BOOK 83 PLAT 8640
4TH ELECTION DISTRICT,
MONTGOMERY COUNTY, MARYLAND

Being part of the property acquired by BXP Shady Grove Lot 6 LLC, a Delaware limited liability company, from Grove Rockville 31 II LLC, a Delaware limited liability company, by deed dated August 2, 2021 and recorded in Book 63755 at Page 338, said property also being all of the 35 foot Storm Drain Easement recorded in Plat Book 83 as Plat 8640, and part of Lot 6, Danac Technological Park, recorded as Plat No. 8640, all among the Land Records of Montgomery County, Maryland.

The undersigned hereby states that the metes and bounds description hereon was prepared by myself or under my direct supervision and that it complies with the Minimum Standards of Practice for Metes and Bounds Descriptions as established in Title 9, Subtitle 13, Chapter 6, Section .08 and .12 of the Code of Maryland Regulations (COMAR) as enacted and amended.

10/13/2025
Date

STATE OF MARYLAND · JOSHUA G. PRICE · No. 21846 · PROFESSIONAL LAND SURVEYOR

Joshua G. Price
Professional Land Surveyor
Maryland No. 21846
License Expires: May 31, 2026

PLAT NO. 8640

OWNER'S CERTIFICATE

We, Danac Real Estate Investment Corp., a Maryland Corporation, by E. Austin Carlin, President, and James D. Dingwell, Secretary, owners of the property shown and described hereon, hereby adopt this plan of subdivision, establish the minimum building restriction lines,

There are no suits, actions at law, liens, leases, mortgages, trusts, easements, or rights-of-way affecting the property included in this plan of subdivision.

Date: May 17, 1967

DANAC Real Estate Investment Corporation

By: E. Austin Carlin
E. AUSTIN CARLIN President

Attest: James D. Dingwell
JAMES D. DINGWELL Secretary

SHADY GROVE ROAD (120' R/W) (P.B. 82 P.B.512)

LIBER 3091 FOLIO 187

LOT 5 P.B. 82 Plat 6512

LOT 2 P.B. 82 Plat 8503

LOT 1 P.B. 79 Plat 1975

CHOKECHERRY ROAD (previously dedicated P.B. 79 Plat 1975)

LOT 6 Area - 6.9924 Ac.

W. LAWSON KING

(W.S.S.C. N. 82,055.24 W. 49,418.39 STATE N. 466,765.01 E. 747,924.95)

(W.S.S.C. N. 81,663.30 W. 48,670.79 STATE N. 466,372.10 E. 747,672.65)

N. 32° 43' 00" E. 467.00' 395.00'

S. 57° 17' 00" E. 672.85

S. 35° 29' 30" W. 567.33

N. 39° 24' 00" W. 372.79

N. 57° 17' 00" W. 179.71

150'

110'

50' Storm Drain Easement

30.11

159.43

SURVEYOR'S CERTIFICATE

I hereby certify that the plan shown hereon is correct, that it is a subdivision of part of the land conveyed from Julian H. Ray, et al. to DANAC Real Estate Investment Corp. by deed dated May 28, 1963, and recorded in Liber 3091 at Folio 187 among the land records of Montgomery County, Maryland.

Coordinates shown refer to Maryland State Grid as established on Montgomery County Department of Public Works Project No. 1232. Iron pipe shown thus ⊕ and monuments shown thus ■ have been placed as indicated.

Date: May 18, 1967

John J. Allen Jr.
JOHN J. ALLEN JR.
Md. Registered Land Surveyor No. 2206

FILED
JUL 10 1967

CURVE DATA

No.	Rad.	Δ	Arc	Tan	Chd.	Chd. Brng.
1	42.12	40°57'30"	30.11	15.73	29.47	N. 77° 45' 45" W.
2	60.00	190°26'40"	199.43	—	119.50	N. 03° 01' 10" W.

APPROVED BY CITY OF ROCKVILLE
PLANNING COMMISSION, ROCKVILLE, MARYLAND
WITHOUT COMMITTMENT AS TO INSTALLATION OF WATER SEWER AND STREETS

DATE: 6-21-67

CHAIRMAN, PLANNING COMMISSION — CHIEF EXECUTIVE OFFICER

LOT 6
DANAC TECHNOLOGICAL PARK
CITY OF ROCKVILLE

MONTGOMERY COUNTY. MARYLAND
SCALE: 1" = 100' MAY, 1967

ALLEN & KOENIG Land Planners & Surveyors
4801 MONTGOMERY LA.
BETHESDA, MARYLAND

6487

MONTGOMERY COUNTY CIRCUIT COURT (Subdivision Plats, MO) Plat 8640, Image 1 of 1, Date Printed: 12/3/2025
Maryland State Archives

EXHIBIT B

LEGAL DESCRIPTIONS OF EXISTING STORM DRAINAGE EASEMENT

ON LOTS 7 & 8

VIKA Maryland, LLC
20251 Century Blvd.
Suite 400
Germantown, MD 20874
301.916.4100
vika.com

EXHIBIT B
OCTOBER 13, 2025
RELEASE OF ALL OF AN EXISTING
STORM DRAIN EASEMENT
LIBER 3846 FOLIO 780
4TH ELECTION DISTRICT,
MONTGOMERY COUNTY, MARYLAND

Being part of the property acquired by BXP Shady Grove Lot 8 LLC, a Delaware limited liability company, from Grove Rockville 31 IV LLC, a Delaware limited liability company, by deed dated August 2, 2021 and recorded in Book 63755 at Page 350, and part of the property acquired by BXP Shady Grove Lot 7 LLC, a Delaware limited liability company, from Grove Rockville 31 III LLC, a Delaware limited liability company, by deed dated August 2, 2021 and recorded in Book 63755 at Page 344, said property also being all of an existing Storm Drain Easement recorded in Liber 3846 at Folio 780 and shown on a subdivision Record Plat entitled "Danac Technological Park" recorded as Plat No. 9700, said easement being on Lots 7 and 8, Danac Technological Park, recorded as Plat Nos. 9700 and 8869, all among the Land Records of Montgomery County, Maryland.

The undersigned hereby states that the metes and bounds description hereon was prepared by myself or under my direct supervision and that it complies with the Minimum Standards of Practice for Metes and Bounds Descriptions as established in Title 9, Subtitle 13, Chapter 6, Section .08 and .12 of the Code of Maryland Regulations (COMAR) as enacted and amended.

10/13/2025
Date

STATE OF MARYLAND
JOSHUA G. PRICE
No. 21846
PROFESSIONAL LAND SURVEYOR

Joshua G. Price
Professional Land Surveyor
Maryland No. 21846
License Expires: May 31, 2026

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 3846, p. 0780, MSA_CE63_3804. Date available 01/27/2005. Prin

EASEMENT

Made this 2nd day of April, 1969, by and between DANAC REAL ESTATE INVESTMENT CORPORATION, a Maryland corporation, Party of the First Part, and THE MAYOR AND COUNCIL OF ROCKVILLE, a municipal corporation of the State of Maryland, Party of the Second Part;

WITNESSETH, that in consideration of the sum of ONE DOLLAR ($1.00), cash in hand paid to the Party of the First Part, the sum of which is hereby confessed and acknowledged, the said Party of the First Part does hereby grant and convey unto the said Party of the Second Part, the easement and right-of-way for the installation, construction, reconstruction, maintenance, repair, operation and inspection of a storm sewer system within the said easement area and right-of-way, together with the right of ingress and egress along and over said area for any and all such purposes, the said easement and right-of-way being described as follows:

Being the centerline of a storm drainage easement through the property of DANAC Real Estate Investment Corporation as conveyed in Liber 3091 at Folio 187 among the Land Records for Montgomery County, Maryland, said property also being proposed Lot 8, DANAC Technological Park, City of Rockville, Montgomery County, Maryland, and being more completely described as follows:

For the centerline of a 30 foot easement measured 15 feet on both sides perpendicular and adjacent thereto, beginning at the intersection of the easterly or S 28° 27' 31" W, 714.43 foot line of Lot 7, DANAC Technological Park, and the southerly line of Gaither Road, 70 feet wide, as shown on a Plat of Subdivision recorded in Plat Book 85 at Plat 8869 among the Land Records for Montgomery County, Maryland, and running with said easterly line thence, S 28° 27' 31" W, 34.00 feet; thence leaving said easterly line and crossing said property conveyed in Liber 3091 at Folio 187, proposed Lot 8, S 10° 37' 17" W, 212.20 feet; thence S 33° 05' 19" W, 371.64 feet; thence S 12° 27' 33" E, 233.78 feet to the end of the centerline of a 30 foot easement, said point also being the beginning for the centerline of a 35 foot easement, measured 17 and 1/2 feet on both sides perpendicular and adjacent thereto and running thence S 57° 17' 00" E, 349.12 feet; thence S 18° 33' 43" E, 27.98 feet to the end thereof, said point being on the northerly or S 57° 17' 00" E, 672.95 foot line of Lot 6, DANAC Technological Park, as shown on a plat of subdivision recorded in Plat Book 83 at Plat 8640 among the Land Records for Montgomery County, Maryland, said point being along said northerly line reversed N 57° 17' 00" W, 150.00 feet from the easternmost corner of said Lot 6;

AND ALSO, two 20 foot storm drainage easements measured 10 feet on both sides perpendicular and adjacent to the centerlines hereinafter described:

1969 APR-3 AM 11:18

CLERK'S OFFICE MONTG. CO., MD.

780

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 3846, p. 0781, MSA_CE63_3804. Date available 01/27/2005. Prin

Beginning for the first at a point on the easterly or S 28° 27' 31" W, 714.43 foot line of aforesaid Lot 7, said point being S 28° 27' 31" W, 237.00 feet from the intersection of said line and the southerly line of Gaither Road, 70 feet wide, and running thence across aforesaid property conveyed in Liber 3091 at Folio 187, proposed Lot 8, S 62° 25' 22" E, 65.01 feet to the end thereof, said point being at the end of the second or S 10° 37' 17" W, 212.20 foot line of the 30-foot easement herebefore described;

And Beginning for the second at a point on the easterly or S 28° 27' 31" W, 714.43 foot line of aforesaid Lot 7, said point being 85.00 feet from the end thereof, and running thence across aforesaid property conveyed in Liber 3091 at Folio 187 N 85° 08' 53" E, 41.88 feet to the end thereof, said point being at the end of the third or S 33° 05' 19" W, 371.64 foot line of the 30 foot easement herebefore described;

Subject to conveyances and restrictions of record.

TO HAVE AND TO HOLD the granted easement and right-of-way and all the rights and appurtenances thereto belonging to the said Party of the Second Part, its successors and assigns, forever.

IN TESTIMONY WHEREOF, the said Party of the First Part has caused these presents to be signed by E. Austin Carlin, its President, attested by J. D. Dingwell, its ~~Assistant~~ Secretary, and does hereby appoint E. Austin Carlin its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

ATTEST:

J. D. Dingwell

DANAC REAL ESTATE INVESTMENT CORPORATION

By: E. Austin Carlin (SEAL)
E. Austin Carlin

STATE OF MARYLAND)
) ss:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 2nd day of April, 1969, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared E. Austin Carlin, who is well known to me as the person named as attorney-in-fact in the foregoing Easement, and by virtue of the authority vested in him by said Easement, acknowledged the same to be his act and deed.

WITNESS my hand and notarial seal.

Marion A. Johnson (SEAL)
Notary Public

My Commission Expires: July 1, 1969

PLAT No. 9700

OWNER'S CERTIFICATE

We, DANAC Real Estate Investment Corp., a Maryland corporation by E. Austin Carlin, President, and James D. Dingwell, Secretary, owners of the property shown and described hereon, hereby adopt this plan of subdivision, establish the minimum building restriction line, and establish the drainage easement as shown hereon.

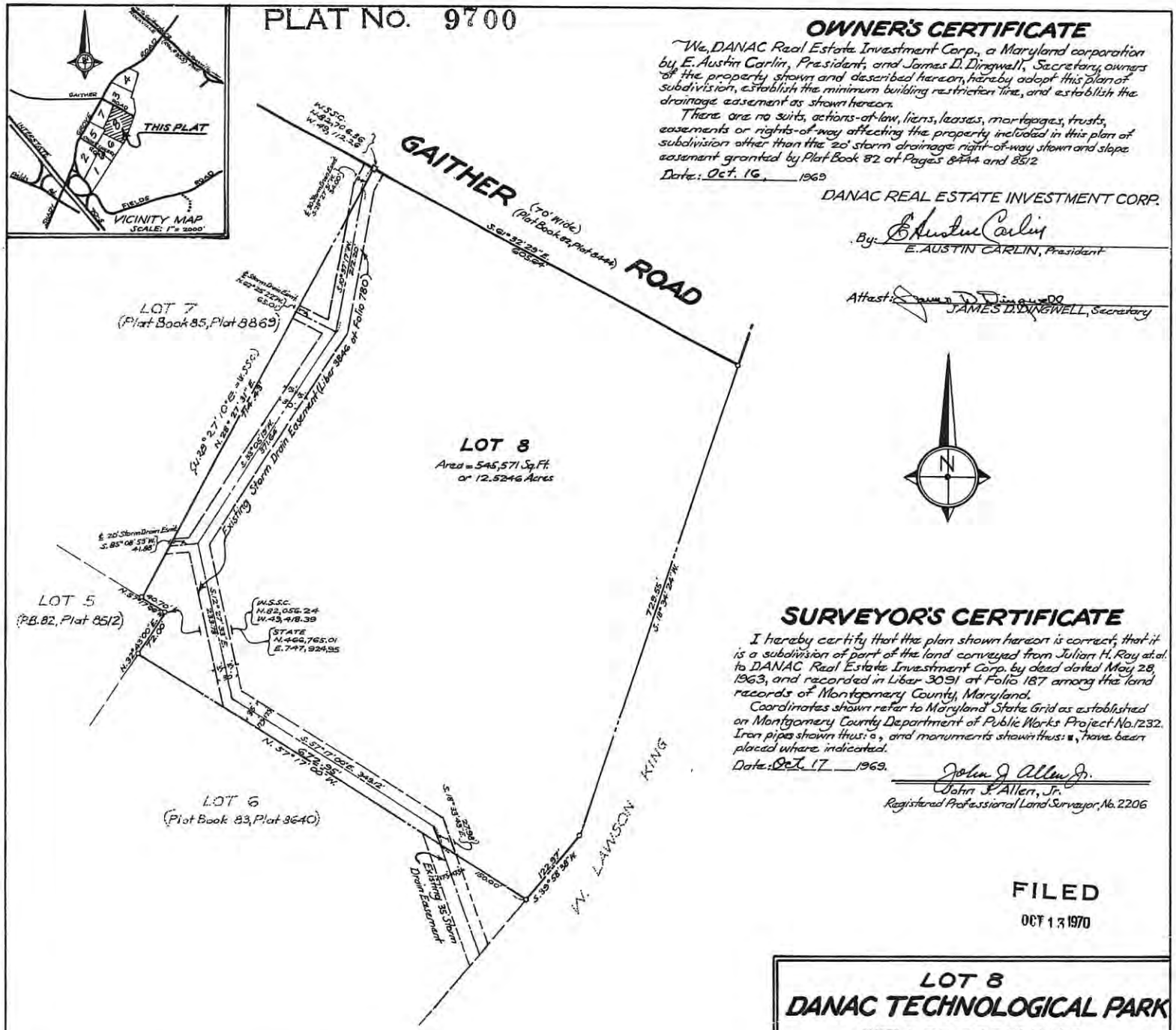
There are no suits, actions-at-law, liens, leases, mortgages, trusts, easements or rights-of-way affecting the property included in this plan of subdivision other than the 20' storm drainage right-of-way shown and slope easement granted by Plat Book 82 at Pages 8444 and 8512

Date: Oct. 16, 1969

DANAC REAL ESTATE INVESTMENT CORP.

By: E. Austin Carlin
E. AUSTIN CARLIN, President

Attest: James D. Dingwell
JAMES D. DINGWELL, Secretary



SURVEYOR'S CERTIFICATE

I hereby certify that the plan shown hereon is correct, that it is a subdivision of part of the land conveyed from Julian H. Ray et al. to DANAC Real Estate Investment Corp. by deed dated May 28, 1963, and recorded in Liber 3091 at Folio 187 among the land records of Montgomery County, Maryland.

Coordinates shown refer to Maryland State Grid as established on Montgomery County Department of Public Works Project No. 1232. Iron pipes shown thus: ○, and monuments shown thus: ■, have been placed where indicated.

Date: Oct. 17, 1969

John J. Allen Jr.
John J. Allen, Jr.
Registered Professional Land Surveyor, No. 2206

FILED
OCT 13 1970

APPROVED BY CITY OF ROCKVILLE
PLANNING COMMISSION, ROCKVILLE, MARYLAND
WITHOUT COMMITMENT TO INSTALLATION OF WATER SEWER AND STREETS
DATE: Nov. 26, 1969

Beverly McNeil Lieb
CHAIRMAN PLANNING COMMISSION

C. Richard Gaus
CHIEF EXECUTIVE OFFICER

RECORDED: _____
PLAT BOOK: _____
PLAT NO.: _____

LOT 8
DANAC TECHNOLOGICAL PARK
CITY OF ROCKVILLE
MONTGOMERY COUNTY, MARYLAND

SCALE: 1" = 100' SEPTEMBER, 1969

ALLEN AND KOENIG, Land Planners & Surveyors
4801 MONTGOMERY LANE
BETHESDA, MARYLAND

6497

MONTGOMERY COUNTY CIRCUIT COURT (Subdivision Plats, MO) Plat 9700, MSA_S1245_25675, Date Available 10/13/2021, Printed 10/13/2021
Maryland State Archives

EXHIBIT C

LEGAL DESCRIPTIONS OF EXISTING 30’ STORM DRAINAGE EASEMENT

LOT 8 EXTENSION

TAX ACCT NO: 04-00145038

VIKA Maryland, LLC
20251 Century Blvd.
Suite 400
Germantown, MD 20874
301.916.4100
vika.com

EXHIBIT C
OCTOBER 13, 2025
RELEASE OF ALL OF AN EXISTING
30' STORM DRAIN EASEMENT
LIBER 5790 FOLIO 004
4TH ELECTION DISTRICT,
MONTGOMERY COUNTY, MARYLAND

Being part of the property acquired by BXP Shady Grove Lot 8 LLC, a Delaware limited liability company, from Grove Rockville 31 IV LLC, a Delaware limited liability company, by deed dated August 2, 2021 and recorded in Book 63755 at Page 350, said property also being all of an existing 30 foot Storm Drain Easement recorded in Liber 5790 at Folio 4, and also being part of Lot 8, Danac Technological Park, recorded as Plat No. 9700, all among the Land Records of Montgomery County, Maryland.

The undersigned hereby states that the metes and bounds description hereon was prepared by myself or under my direct supervision and that it complies with the Minimum Standards of Practice for Metes and Bounds Descriptions as established in Title 9, Subtitle 13, Chapter 6, Section .08 and .12 of the Code of Maryland Regulations (COMAR) as enacted and amended.

10/13/2025
Date

Joshua G. Price
Professional Land Surveyor
Maryland No. 21846
License Expires: May 31, 2026

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5790, p. 0004, MSA_CE63_5748. Date available 07/01/2005. Printed 10/1

(2)

EASEMENT

MADE this 27th day of October, 1981, by and between DANAC REAL ESTATE INVESTMENT CORP , a Maryland Corporation, Party of the First Part, and the MAYOR AND COUNCIL OF ROCKVILLE, a municipal corporation of the State of Maryland, Party of the Second Part;

WITNESSETH, that in consideration of the sum of TEN DOLLARS ($10.00), the said Party of the First Part does hereby grant and convey unto the said Party of the Second Part, the easement and right-of-way for the installation, construction, reconstruction, maintenance, repair, operation and inspection of a storm sewer within the said easement area and right-of-way, together with the right of ingress and egress along, under and over said area for any and all such purposes, the said easement and right-of-way being described as follows:

1981 OCT 30 PM 4: 22

CLERK'S OFFICE
MONTGOMERY COUNTY MD

Being the centerline of a storm drainage easement through the property of DANAC Real Estate Investment Corporation, as conveyed in Liber 3091 at Folio 187 among the Land Records of Montgomery County, Maryland, part of the property also being Lot 8, Danac Technological Park as recorded among the aforesaid Land Records in Plat Book 90 as Plat No. 9700, and being more particularly described as follows:

Beginning for the centerline of a thirty (30) foot wide easement, fifteen (15) feet on either side of the centerline hereinafter described at a point in the fourth (4) or South 12° 27' 33" East, 233.78 foot line of a conveyance from Danac Real Estate Investment Corporation to the Mayor and Council of Rockville, dated April 2, 1969 and recorded among the aforesaid Land Records in Liber 3846 at Folio 780, 62.10 feet from the beginning thereof, then running

1) South 28° 27' 31" West, 66.54 feet to a point, then running

2) South 61° 32' 29" East, 57.68 feet to intersect a point on the said fourth (4) or South 12° 27' 33" East, 233.78 foot line, 83.57 feet from the end thereof.

Containing a computed area of 3727 square feet of land.

TO HAVE AND TO HOLD the granted easement and right-of-way and all the rights and appurtenances thereto belonging to the said Party of the Second Part, its successors and assigns, forever.

And the said Parties of the First Part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed, and that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

MISC. 13.00
SUBTOTAL 26.35
CHECK 26.35
#58506 C213 R01 T16:21
OCT 30 81

13

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5790, p. 0005, MSA_CE63_5748. Date available 07/01/2005. Printed 10/1

IN TESTIMONY WHEREOF, the said Party of the First Part has caused these presents to be signed by Jerold E. Williamson, its President, attested by William F. Schmidt, its Assistant Secretary, and does hereby appoint Jerold E. Williamson its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

ATTEST: DANAC REAL ESTATE INVESTMENT CORP.

William F. Schmidt (seal)

William F. Schmidt, Asst. Sec. Jerold E. Williamson, President

STATE OF MARYLAND }
COUNTY OF MONTGOMERY } ss:

On this the 29th day of October, 1981, before me, Harriet Clinger the undersigned officer, personally appeared Jerold E. Williamson, who acknowledged himself to be the President of DANAC Real Estate Investment Corp., a corporation and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand and official seal.

Harriet Clinger (seal)

HARRIET BREHM CLINGER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 5790, p. 0006, MSA_CE63_5748. Date available 07/01/2005. Printed 10/1

Pursuant to the provisions and requirements of the Real Property Article of the Annotated Code of Maryland, the following additional information is declared by the parties hereto to be contained within the easement:

Parcel Identifier No. 4-201-145038

County Tax Account No. 4-201-145038

Street Address of Property: 2092 Gaither Road, Rockville, Maryland

Names, Addresses and Nature of Interest:

Danac Real Estate Investment Corporation
7315 Wisconsin Avenue
Bethesda, Maryland 20814

Nature of Interest: Grantor

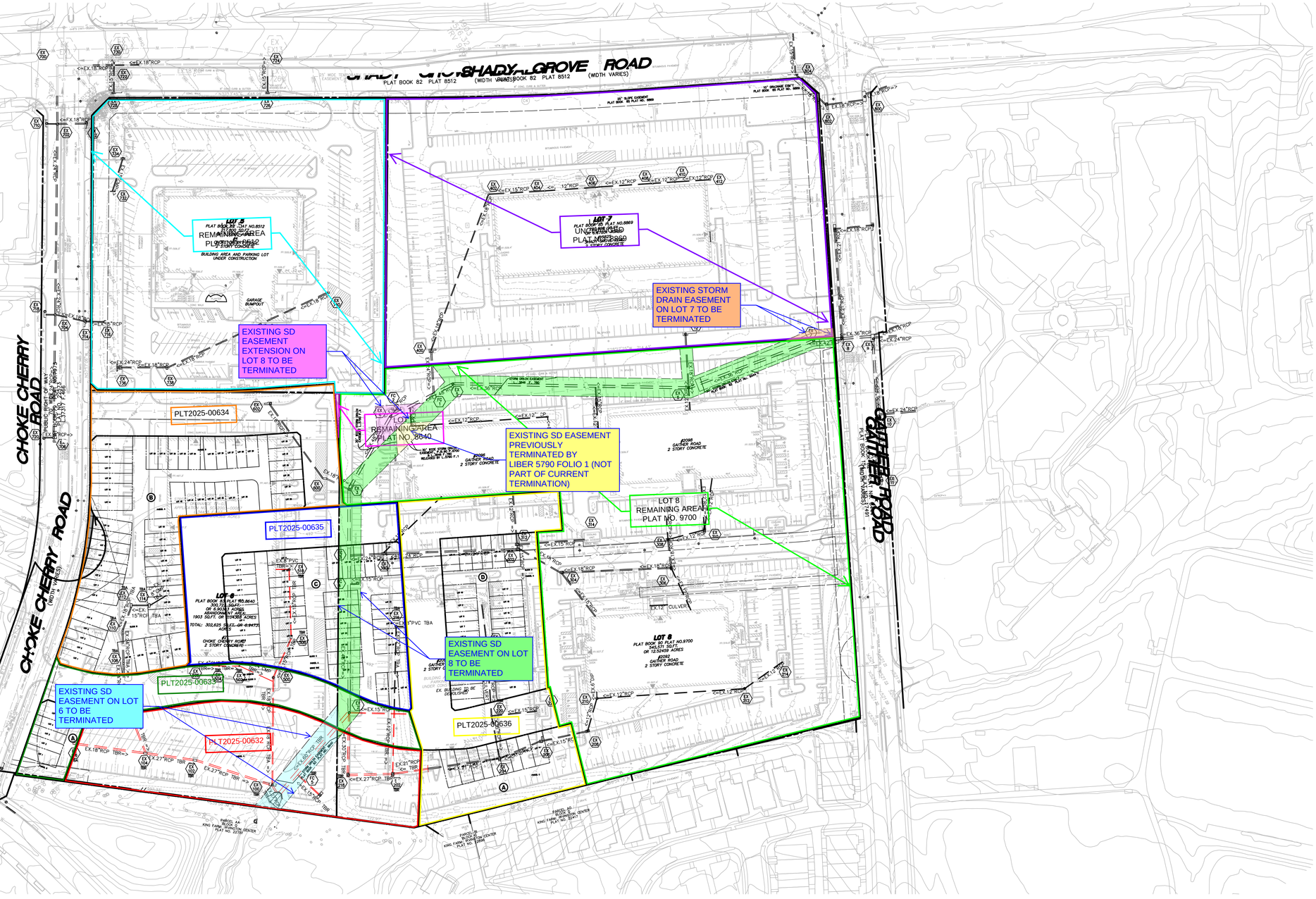
Mayor and Council of Rockville, Maryland
Maryland at Vinson
Rockville, Maryland 20850

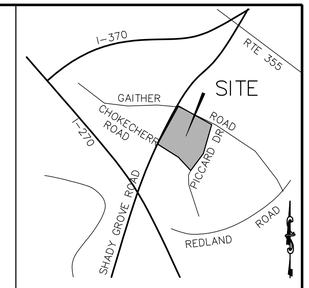
Nature of Interest: Grantee

The servient land referred to herein was conveyed and granted to DANAC-Virginia Corporation, a Maryland Corporation, now known as DANAC Real Estate Investment Corp., a Maryland Corporation, by reason of Articles of Amendment of change of name by DANAC Real Estate Investment Corp., a Virginia Corporation, by deed dated April 24,1978, and recorded among the land records of Montgomery County, Maryland in Liber 5122 at Folio 292.

EXHIBIT D

RELEASE AREA





VICINITY MAP
SCALE 1"=2,000'

PLAN LEGEND

- PROPERTY LINES
- EXISTING CABLE TELEVISION CONDUIT
- EXISTING ELECTRICAL CONDUIT
- EXISTING EDGE OF PAVEMENT
- EXISTING FENCE LINE
- EXISTING NATURAL GAS CONDUIT
- EXISTING OVERHEAD WIRES
- EXISTING TELEPHONE CONDUIT
- EXISTING PUBLIC UTILITIES EASEMENTS
- EXISTING SANITARY SEWER CONDUIT
- EXISTING STORM DRAIN CONDUIT
- EXISTING WATER CONDUIT
- EXISTING ZONE LIMITS
- EXISTING PARKING LABEL
- EXISTING SANITARY CLEANOUT
- EXISTING STORM DRAIN MANHOLE
- EXISTING ELECTRICAL JUNCTION BOX
- EXISTING ELECTRICAL MANHOLE
- EXISTING FIRE DEPARTMENT CONNECTION
- EXISTING FIRE HYDRANT
- EXISTING GAS MANHOLE
- EXISTING GUY POLE
- EXISTING GAS VALVE
- EXISTING LIGHT POLE
- EXISTING PHONE PEDESTAL
- EXISTING PHONE MANHOLE
- EXISTING UTILITY POLE
- EXISTING SANITARY MANHOLE
- EXISTING TRAFFIC CONTROL BOX
- EXISTING TRAFFIC SIGNAL POLE
- EXISTING TREE
- EXISTING CABLE TELEVISION PEDESTAL
- EXISTING UNKNOWN UTILITY MANHOLE
- EXISTING WATER METER
- EXISTING WATER MANHOLE
- EXISTING WATER VALVE
- EXISTING BOLLARD
- EXISTING SIGN POST
- EXISTING WOOD POST
- EXISTING INLETS
- EXISTING CURB INLET
- EXISTING CONCRETE
- EXISTING CURB AND GUTTER
- EXISTING BUILDING
- EXISTING STORY
- EXISTING ELECTRICAL TRANSFORMER
- EXISTING ASPHALT
- EXISTING EASEMENT
- EXISTING REINFORCED CONCRETE PIPE
- EXISTING CORRUGATED METAL PIPE
- EXISTING BUILDING RESTRICTION LINE
- EXISTING RIGHT-OF-WAY
- EXISTING STORM DRAIN TO BE ABANDONED OR REMOVED

LOT 6 EASEMENT TO BE TERMINATED

LOT 7 EASEMENT TO BE TERMINATED

LOT 8 EASEMENT TO BE TERMINATED

LOT 8 EXTENDED EASEMENT TO BE TERMINATED

GRAPHIC SCALE
80 0 40 80 160 240
(IN FEET)
1 inch = 80 ft.

BEFORE BEGINNING CONSTRUCTION
CONTACT
"MISS UTILITY"
AT
WWW.MISSUTILITY.NET
OR
1-800-257-7777
OR 811
AT LEAST 48 HOURS
PRIOR TO EXCAVATION

THIS PLAN IS FOR PUBLIC IMPROVEMENTS ONLY

PROFESSIONAL CERTIFICATION:
I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer under the laws of the State of Maryland, License No. 49870, Expiration Date: SEPTEMBER 8, 2026

JULIA S. LAPIDES
NAME

PROFESSIONAL SEAL
STATE OF MARYLAND
JULIA S. LAPIDES
No. 49870
PROFESSIONAL ENGINEER
Julia Lapides
7/3/2025

VIKA MARYLAND, LLC
20251 Century Blvd., Suite 400
Germantown, MD 20874
301.916.4100 | vika.com
Our Site Set on the Future.

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NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	DPW	DATE

APPROVAL OF REVISIONS AFTER INTIAL PLAN APPROVAL

DESIGNED
DRAFTED
CHECKED

DEPARTMENT OF PUBLIC WORKS
CITY OF
ROCKVILLE
111 MARYLAND AVE. ROCKVILLE, MARYLAND

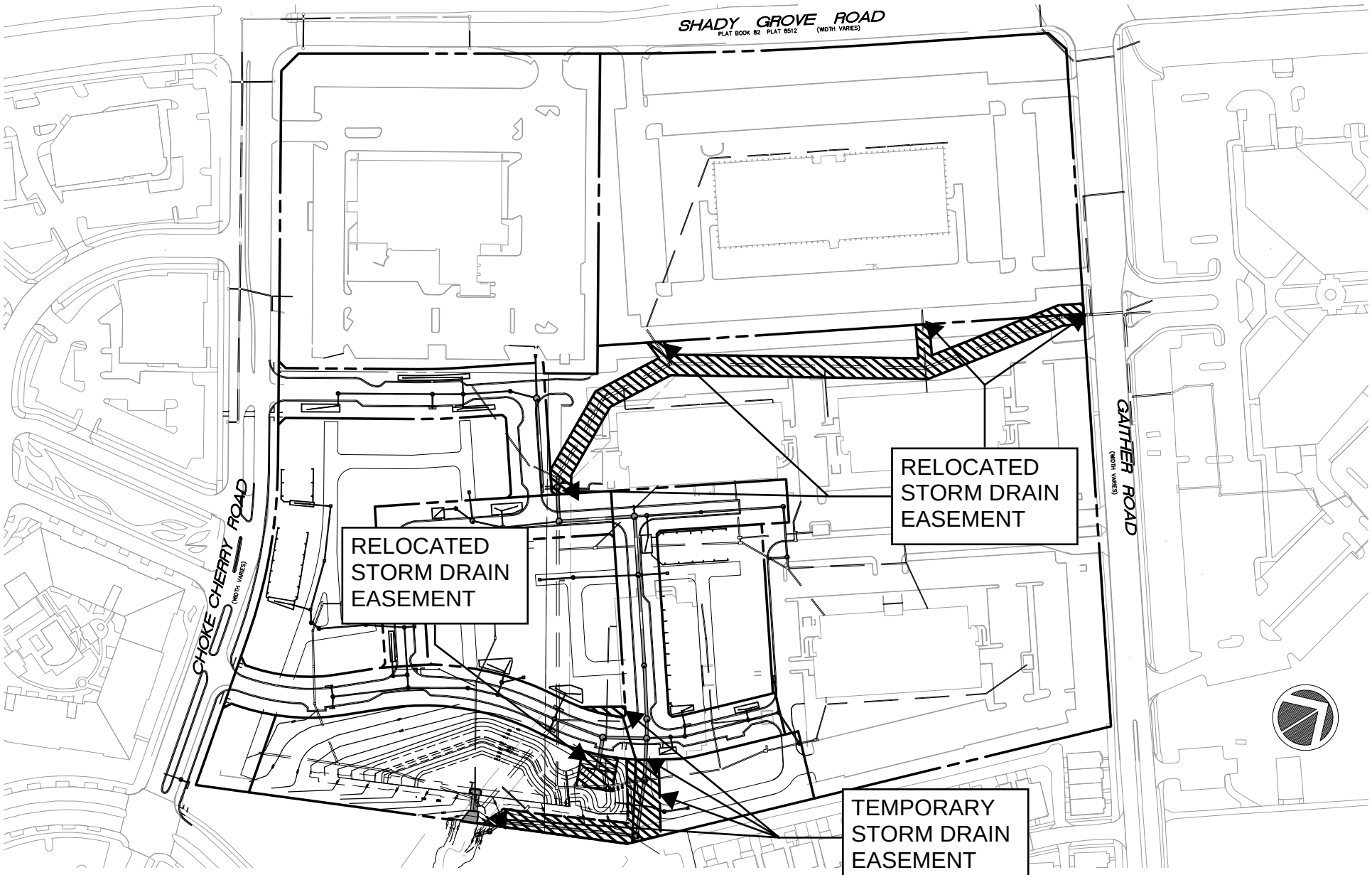
DESIGN PLAN APPROVAL
DIRECTOR OF PUBLIC WORKS APPROVAL DATE
PWK# 2025-00015
SMP#
SCP#
REVIEWED BY

AS BUILT PLAN APPROVAL
CHIEF, CONSTRUCTION MANAGEMENT APPROVAL DATE

STORM DRAIN RELOCATION PLAN
-
EXISTING CONDITIONS

SHADY GROVE INNOVATION DISTRICT
SUBDIVISION 0201, LOT 5,6 AND 8
ELECTION DISTRICT NO. 4 CITY OF ROCKVILLE, MARYLAND

DATE SUBMITTED: 01/2025
VIKA JOB NO. VM50554S
SCALE AS SHOWN
SHEET NO. 4 OF 8
FILE #



THE INFORMATION, DESIGN AND CONTENT OF THESE DRAWINGS OR DOCUMENTS ARE PROPRIETARY TO VIKA MARYLAND, LLC AND CONSTITUTE ITS PROPRIETARY INTELLECTUAL PROPERTY. THESE DRAWINGS AND/OR DOCUMENTS MUST NOT BE FORWARDED, SHARED, COPIED, DIGITALLY CONVERTED, MODIFIED OR USED FOR ANY PURPOSE, IN ANY FORMAT, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM VIKA MARYLAND, LLC. VIOLATIONS MAY RESULT IN PROSECUTION. ONLY APPROVED, SIGNED AND SEALED PLANS OR DRAWINGS MAY BE UTILIZED FOR CONSTRUCTION PURPOSES. © 2019 VIKA MARYLAND, LLC

SHADY GROVE NEIGHBORHOOD CENTER

EXHIBIT
PROPOSED RELOCATED AND TEMPORARY STORM DRAIN EASEMENT

VIKA MARYLAND, LLC
20251 Century Blvd., Suite 400
Germantown, MD 20874
301.916.4100 | vika.com

4041 Powder Mill Rd., Suite 215
Beltsville, MD 20705
240.848.7433 | vika.com

Our Site Set on the Future.

DRAWN BY:	JSL
DESIGNED BY:	
DATE ISSUED:	10/27/2025
PROJECT No.	VM50554S
SHEET No.	1 OF 1

LAYOUT: COR IMP-4, Plotted By: julia.lapides

Y:\50501-51000\50554\CADD\TOWNHOMES\PHASE 1 TOWNHOMES\EXHIBITS\OFFICIAL\50554250_SD EASEMENT EXHIBIT.dwg ~ Monday, October 27, 2025 3:55:38 PM

Tax Account No(s).: 04-00145038
04-00145120

GRANT OF STORM DRAIN EASEMENT

THIS GRANT OF STORM DRAIN EASEMENT is made this _____ day of _____, 202__, by and between **BXP SHADY GROVE LOT 7 LLC**, a Delaware limited liability company (the "**Lot 7 Owner**"), **BXP SHADY GROVE LOT 8 LLC**, a Delaware limited liability company (the "**Lot 8 Owner**") (hereinafter together with the Lot 7 Owner, the "**Grantors**"), and **THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND,** a municipal corporation organized under the laws of the State of Maryland (the "**City**").

WHEREAS, the Grantors are the owners of certain real property located within Rockville, Maryland, more particularly described as follows:

i. Lot numbered Seven (7) in the subdivision known as "Danac Technological Park, City of Rockville," as per plat thereof recorded among the Land Records of Montgomery County, Maryland (the "**Land Records**") in Plat Book 85 at Plat 8869 (the "**Lot 7 Property**"); and

ii. Lot numbered Eight (8) in the subdivision known as "Danac Technological Park, City of Rockville," as per plat thereof recorded among the Land Records in Plat Book 90 at Plat 9700 (the "**Lot 8 Property**") (together with the Lot 7 Property, the "**Subject Property**");

WHEREAS, the Grantors desire to develop the Subject Property in accordance with the terms and conditions of Site Plan No. STP2020-00393 dated April 10, 2020 (the "**Approvals**"); and

WHEREAS, Grantors intend to subdivide the Subject Property pursuant to the Approvals, and as a condition of said subdivision, the City requires a certain easement for storm drains within the Subject Property.

WITNESSETH: That the Grantors, for no consideration, do hereby grant and convey to the City, its successors and assigns, a storm drainage easement described and shown on Exhibits A, B-1, and B-2 attached hereto and made a part hereof (the "**Storm Drain Easement Areas**").

TO HAVE AND TO HOLD said Storm Drain Easement Areas, together with the rights and privileges to their proper use and benefit forever by the City, its successors and assigns.

AND the Grantors, for themselves and their successors and assigns, covenant and agree with the City, its successors and assigns, as follows:

FIRST: That Grantors, without the prior written consent of the City, which may be provided for in a City-issued permit or approval for improvements on the Storm Drain Easement Areas, will neither perform nor permit upon or within the above-described Storm Drain Easement Areas: (i) the erection or installation of any structure, building or other improvements (excluding Grantor-owned fences, benches, trash/recycling cans, landscaping and hardscaping not in

accordance with City standards and specifications shown on the Approvals); (ii) the excavation or filling of land; or (iii) the installation of trees.

SECOND: That the City, its successors and assigns, shall at all times have a non-exclusive right of ingress and egress to said Storm Drain Easement Areas for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating, and inspecting the Storm Drain System (as hereinafter defined), the right of ingress and egress to be made from any public road or public right-of-way adjacent to or in close proximity to the Storm Drain Easement Area, or along such other lines as the Grantors may designate and as may be acceptable to the City, but in no event shall the right of entry exist across any privately owned lots on which dwelling units are constructed or are intended to be constructed.

THIRD: That whenever the City undertakes repairs or maintenance pursuant to this Grant of Storm Drain Easement, the City shall undertake all reasonable measures to restore the Storm Drain Easement Area to their original condition, except that Grantors shall be solely responsible for the repair, replacement, or reinstallation of any Grantor-owner fences, benches, trash/recycling cans, landscaping and hardscaping not in accordance with City standards and specifications, in the Storm Drain Easement Area disturbed or damaged by the City repair and maintenance work.

FOURTH: That all underground storm drain pipes and appurtenances which are installed pursuant to this Grant of Storm Drain Easement in the Storm Drain Easement Area (collectively, the "**Storm Drain System**") shall be and remain the property of the City, its successors, and assigns.

FIFTH: That, without the prior written consent of the City, Grantors shall not use any Storm Drain Easement Area, nor permit any Storm Drain Easement Area to be used, in any manner that interferes with the free and unobstructed use thereof by the City and its representatives for the purposes contained herein.

SIXTH: That Grantors hereby certify that there are no suits, liens, leases, mortgages, or trusts affecting the Subject Property, other than those for which the holder in interest has signed these documents or otherwise consented in writing to this Grant of Storm Drain Easement. Grantors further certify that all parties with an interest in the Subject Property necessary to give full effect to this Grant of Storm Drain Easement have signed or consented in writing to this document.

SEVENTH: That Grantors will warrant specially said Storm Drain Easement and will execute such further assurances thereof as may be requisite.

EIGHTH: This Storm Drain Easement (including all terms, covenants, and agreements contained herein) shall run with the title to the Subject Property and shall bind the Grantors and their executors, administrators, successors, and assigns.

NINTH: This Storm Drain Easement may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

WITNESS: Hand and seal the day and year first hereinabove written.

WITNESS:

GRANTOR:

BXP Shady Grove Lot 7 LLC, a Delaware limited liability company

By: Boston Properties Limited Partnership, a Delaware limited partnership

By: BXP, Inc., a Delaware corporation, its General Partner

_____ By:_____
Name: _____
Title: _____

* * *

STATE OF:_____ *
*
COUNTY OF: _____ *

I HEREBY CERTIFY that on this _____ day of _____, 202_, before the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the authorized representative of BXP Shady Grove Lot 7 LLC, being authorized so to do, executed this Grant of Storm Drain Easement on behalf of the aforesaid company for the purposes therein.

IN TESTIMONY WHEREOF, I have caused the seal of the court to be affixed, or have affixed my official seal, this _____ day of _____, 202_.

_____
Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

* * *

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

WITNESS:

GRANTOR:

BXP Shady Grove Lot 8 LLC, a Delaware limited liability company

By: Boston Properties Limited Partnership, a Delaware limited partnership

By: BXP, Inc., a Delaware corporation, its General Partner

_____ By:_____
Name: _____
Title: _____

* * *

STATE OF:_____ *
*
COUNTY OF: _____ *

I HEREBY CERTIFY that on this _____ day of _____, 202_, before the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the authorized representative of BXP Shady Grove Lot 8 LLC, being authorized so to do, executed this Grant of Storm Drain Easement on behalf of the aforesaid company for the purposes therein.

IN TESTIMONY WHEREOF, I have caused the seal of the court to be affixed, or have affixed my official seal, this _____ day of _____, 202_ .

_____
Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

* * *

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

WITNESS: **CITY:**

THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, a municipal corporation

_____ By:_____
Print Name:_____ Name:_____
Title:_____

Reviewed for legal sufficiency by:

_____
Robert Dawson
Senior Assistant City Attorney

STATE OF: _____ *
*
COUNTY OF: _____ *

I hereby certify that on this _____ day of _____, 202_, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person described in this Grant of Storm Drain Easement, who did acknowledge that he/she, having been properly authorized, executed the same on behalf of The Mayor and Council of Rockville, Maryland in the capacity therein stated and for the purposes therein contained.

Witness my hand and official seal this _____day of _____, 202_.

_____
Notary Public

My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF STORM DRAIN EASEMENT AREA

VIKA Maryland, LLC
20251 Century Blvd.
Suite 400
Germantown, MD 20874
301.916.4100
vika.com

EXHIBIT A
OCTOBER 13, 2025
PART OF LOT 7
DANAC TECHNOLOGICAL PARK
PLAT BOOK 85 PLAT NO. 8869
AND PART OF LOT 8
DANAC TECHNOLOGICAL PARK
PLAT BOOK 90 PLAT NO. 9700
4TH ELECTION DISTRICT,
MONTGOMERY COUNTY, MARYLAND

Being part of the property acquired by BXP Shady Grove Lot 8 LLC, a Delaware limited liability company, from Grove Rockville 31 IV LLC, a Delaware limited liability company, by deed dated August 2, 2021 and recorded in Book 63755 at Page 350, and part of the property acquired by BXP Shady Grove Lot 7 LLC, a Delaware limited liability company, from Grove Rockville 31 III LLC, a Delaware limited liability company, by deed dated August 2, 2021 and recorded in Book 63755 at Page 344, said property also being part of Lot 7, Danac Technological Park, recorded in Plat Book 85 as Plat No. 8869, and also part of Lot 8, Danac Technological Park, recorded in Plat Book 90 as Plat No. 9700, all among the Land Records of Montgomery County, Maryland, and being more particularly described in the datum of Maryland State Grid (NAD 83/2011) as follows:

Beginning for the same at a point on the South 28° 27' 25" West, 714.43 foot plat line of the aforesaid Lot 7, being 72.63 feet northeasterly from the southwesterly end thereof, said point also being on the common plat line of the aforesaid Lot 8; thence running with a portion of said common plat line of Lots 7 and 8

1. North 28° 27' 25" East, 22.96 feet to a point; thence leaving said common plat line of Lots 7 and 8 and running so as to cross and include a portion of said Lot 8, the following three (3) courses and distances

2. North 89° 03' 37" East, 22.79 feet to a point; thence

3. North 33° 05' 12" East, 362.59 feet to a point; thence

4. North 62° 25' 22" West, 49.13 feet to a point on the aforesaid common plat line of Lots 7 and 8; thence running with a portion of said common plat line of Lots 7 and 8

5. North 28° 27' 25" East, 20.00 feet to a point; thence leaving said common plat line of Lots 7 and 8 and running so as to cross and include a portion of said Lots 7 and 8, the following three (3) courses and distances

6. South 62° 25' 22" East, 46.12 feet to a point; thence

7. North 10° 37' 10" East, 199.53 feet to a point; thence

8. North 28° 27' 24" East, 36.35 feet to a point on the southwesterly public Right of Way line of Gaither Road, 70 foot wide, recorded as Plat Nos. 8444 and 17491 among the aforesaid Land Records; thence running with a portion of said southwesterly public Right of Way line

9. South 61° 32' 35" East, 30.00 feet to a point; thence leaving said southwesterly public Right of Way line and running so as to cross and include a portion of the aforesaid Lot 8, the following twelve (12) courses and distances

10. South 28° 27' 24" West, 31.65 feet to a point; thence

11. South 10° 37' 10" West, 212.83 feet to a point; thence

12. South 33° 05' 12" West, 374.97 feet to a point; thence

13. South 05° 03' 45" West, 102.08 feet to a point; thence

14. South 28° 02' 43" East, 115.54 feet to a point; thence

15. South 57° 17' 07" East, 26.59 feet to a point; thence

16. South 28° 27' 15" West, 23.02 feet to a point; thence

17. South 73° 27' 15" West, 7.07 feet to a point; thence

18. North 61° 32' 45" West, 30.56 feet to a point; thence

19. North 28° 02' 43" West, 133.48 feet to a point; thence

20. North 05° 03' 45" East, 102.86 feet to a point; thence

21. South 89° 03' 37" West, 29.41 feet to the point of beginning, containing 28,068 square feet or 0.6444 acres of land as shown on Exhibits B-1 and B-2 attached herewith.

The undersigned hereby states that the metes and bounds description hereon was prepared by myself or under my direct supervision and that it complies with the Minimum Standards of Practice for Metes and Bounds Descriptions as established in Title 9, Subtitle 13, Chapter 6, Section .08 and .12 of the Code of Maryland Regulations (COMAR) as enacted and amended.

10/13/2025
Date

Joshua G. Price
Professional Land Surveyor
Maryland No. 21846
License Expires: May 31, 2026

Y:\50501-51000\50554_DOCUMENTS_SURVEY DOCS\LEGAL DESCRIPTIONS\STORM DRAIN ABANDONMENT\50554-SD-REPLACEMENT.docx

EXHIBITS B-1 & B-2

LEGAL SKETCH OF STORM DRAIN EASEMENT AREA

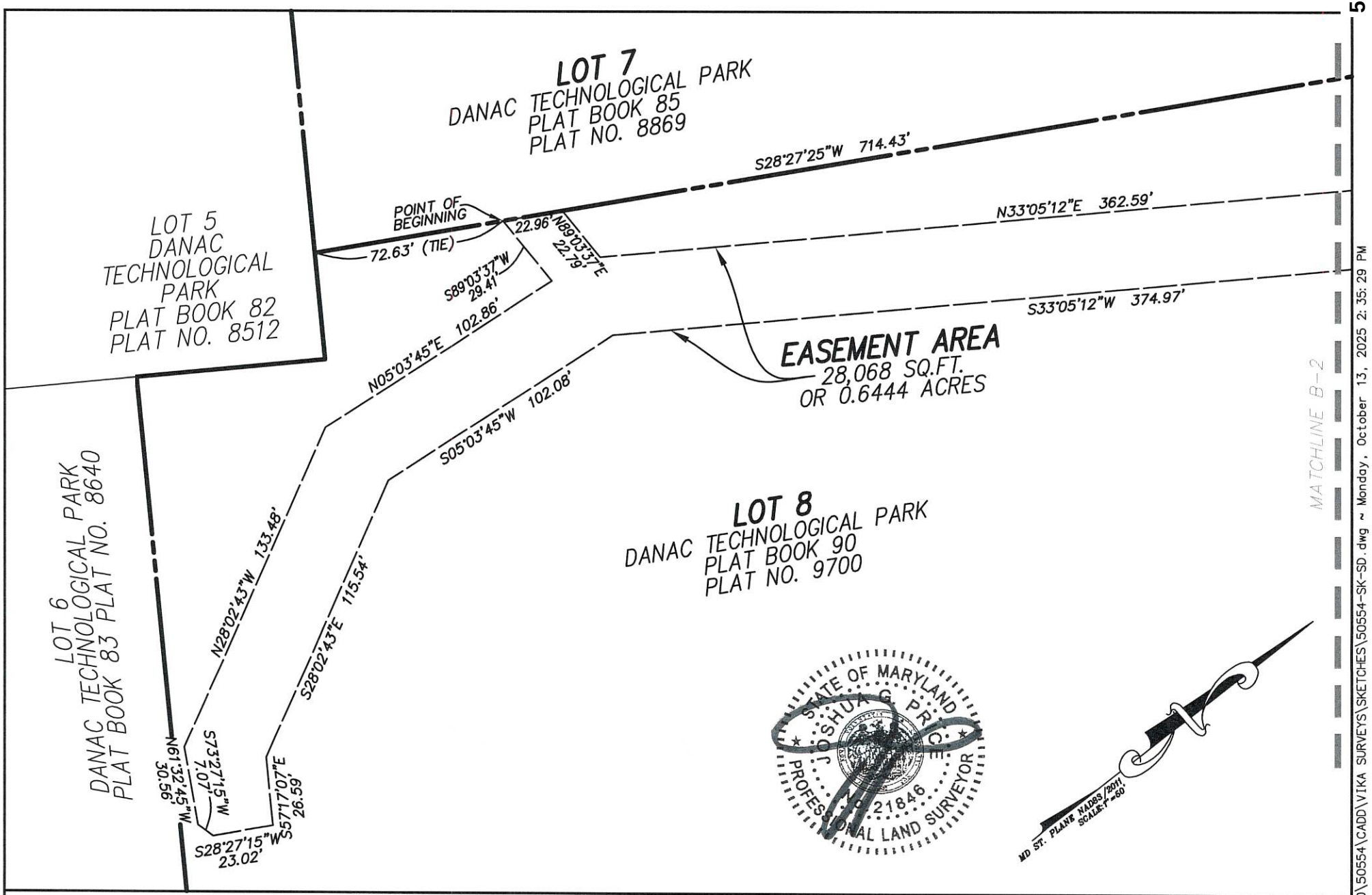


EXHIBIT B-1
PART OF

LOTS 7 & 8, DANAC TECHNOLOGICAL PARK

PLAT BOOK 85 PLAT NO. 8869 AND PLAT BOOK 90 PLAT NO. 9700
4TH ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

VIKA MARYLAND, LLC
20251 Century Blvd., Suite 400
Germantown, MD 20874
301.916.4100 | vika.com

Our Site Set on the Future.

DRAWN BY:	BW
DESIGNED BY:	JP
DATE ISSUED:	10/13/2025
PROJECT No.	VM50554
SHEET No.	1 OF 2

LAYOUT: Survey Sheets, Plotted By: brian.wood

Y:\50501-51000\50554\CADD\VIKA SURVEYS\SKETCHES\50554-SK-SD.dwg ~ Monday, October 13, 2025 2:35:29 PM

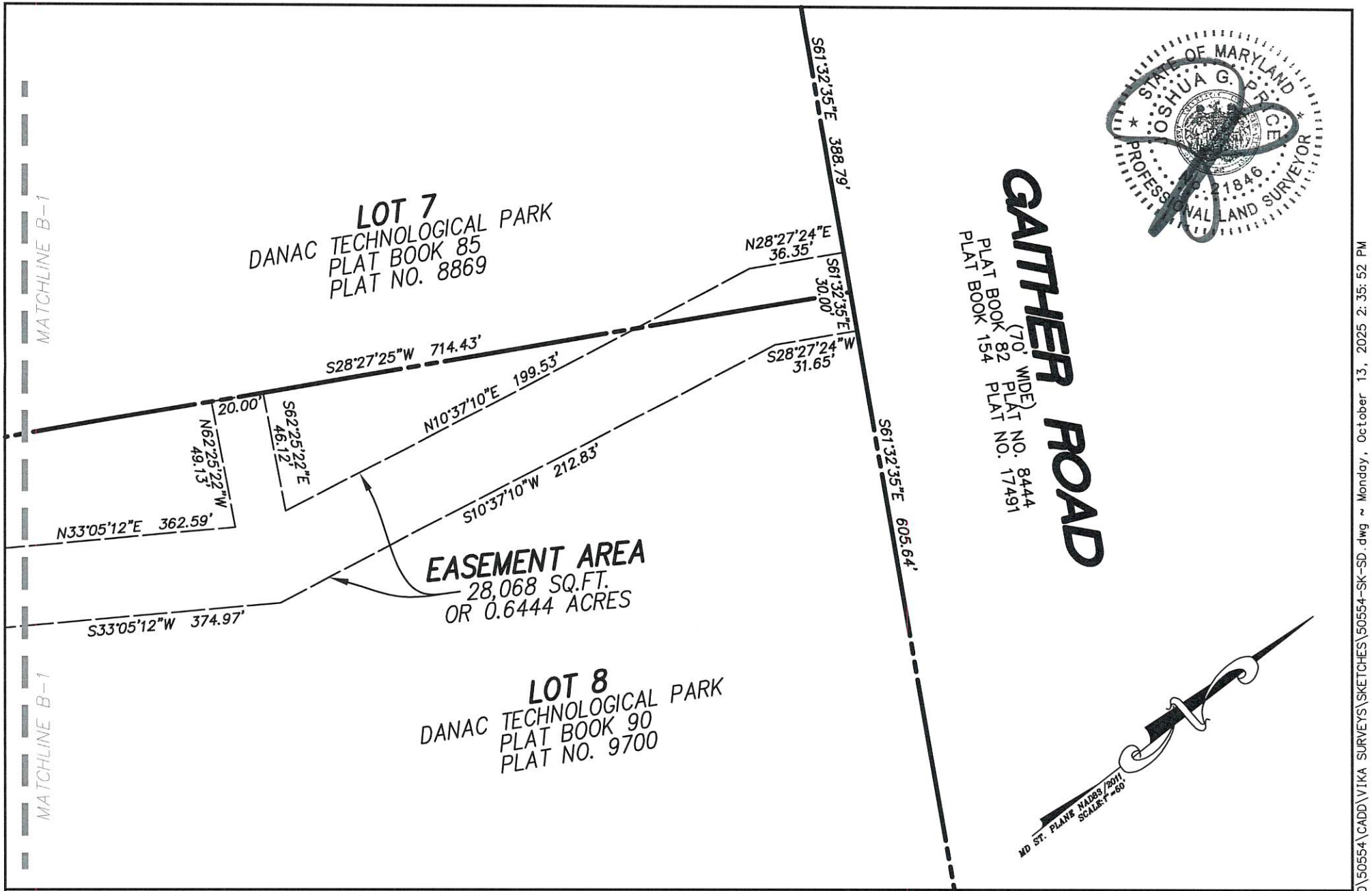


EXHIBIT B-2
PART OF
LOTS 7 & 8, DANAC TECHNOLOGICAL PARK
PLAT BOOK 85 PLAT NO. 8869 AND PLAT BOOK 90 PLAT NO. 9700
4TH ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

VIKA MARYLAND, LLC
20251 Century Blvd., Suite 400
Germantown, MD 20874
301.916.4100 | vika.com
Our Site Set on the Future.

DRAWN BY:	BW
DESIGNED BY:	JP
DATE ISSUED:	10/13/2025
PROJECT No.	VM50554
SHEET No.	2 OF 2

Y:\50501-51000\50554\CADD\VIKA SURVEYS\SKETCHES\50554-SK-SD.dwg ~ Monday, October 13, 2025 2:35:52 PM

.AYOUT: Survey Sheets, Plotted By: brian.wood

Parcel Identifier No. 04-00145040

GRANT OF STORM DRAIN EASEMENT

THIS GRANT OF STORM DRAIN EASEMENT is made this _____ day of _____, 202_, by and among BXP, Inc. (hereinafter referred to as the **"Grantor**"), and **THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND,** a municipal corporation organized under the laws of the State of Maryland (the "**City**").

WHEREAS, the Grantor is the owner of certain real property located within Rockville, Maryland, more particularly described as:

> PARCEL "A", BLOCK "A" IN THE SUBDIVISION KNOWN AS "PLAT 1, SHADY GROVE NEIGHBORHOOD CENTER" AS PER PLAT THEREOF RECORDED IN PLAT NO._____ AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND

herein referred to as the "Subject Property"; and

WHEREAS, the Grantor desires to develop the Subject Property in accordance with the terms and conditions of Site Plan No. STP 2020-00393 dated April 10, 2020 (the "**Approvals**"); and

WHEREAS, Grantor intends to subdivide the Subject Property pursuant to the Approvals, and as a condition of said subdivision, the City requires a certain easement for storm drains within the Subject Property.

WITNESSETH: The Grantor, for NO CONSIDERATION, does hereby grant and convey to the City, its successors and assigns, a storm drainage easement described and shown on Exhibit A and B attached hereto and made a part hereof (the "**Storm Drain Easement Areas**").

TO HAVE AND TO HOLD said Storm Drain Easement Areas, together with the rights and privileges to their proper use and benefit forever by the City, its successors and assigns.

AND the Grantor, for itself and its successors and assigns, covenants and agrees with the City, its successors and assigns, as follows:

FIRST: that Grantor, (a) without the prior written consent of the City or (b) unless provided for in any issued permit or approval for improvements on the Storm Drain Easement Areas, will neither perform nor permit upon or within the above-described Storm Drain Easement Areas: (i) the erection or installation of any structure, building or other improvements (excluding fences, benches, specialty pavers, landscaping and trash/recycling cans), (ii) the excavation or filling of land, or (iii) the installation of trees.

SECOND: that the City, its successors and assigns, shall at all times have a non-exclusive right of ingress and egress to said Storm Drain Easement Areas for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating, and inspecting the Storm Drain

System (as hereinafter defined), the right of ingress and egress to be made from any public road or public right-of-way adjacent to or in close proximity to the Storm Drain Easement Area, or along such other lines as the Grantor may designate and as may be acceptable to the City, but in no event shall the right of entry exist across any privately owned lots on which dwelling units are constructed or are intended to be constructed.

THIRD: that whenever the City undertakes repairs or maintenance pursuant to this Grant of Storm Drain Easement, the City shall undertake all reasonable measures to restore the Storm Drain Easement Area to their original condition, except that Grantor shall be solely responsible for the repair, replacement, or reinstallation of any Grantor-owner fences, benches, trash/recycling cans, landscaping and hardscaping not in accordance with City standards and specifications, in the Storm Drain Easement Area disturbed or damaged by the City repair and maintenance work.

FOURTH: that all underground storm drain pipes and appurtenances which are installed pursuant to this Grant of Storm Drain Easement in the Storm Drain Easement Area (collectively, the "**Storm Drain System**") shall be and remain the property of the City, its successors, and assigns.

FIFTH: that, without the prior written consent of the City, Grantor shall not use any Storm Drain Easement Area, nor permit any Storm Drain Easement Area to be used, in any manner that interferes with the free and unobstructed use thereof by the City and its representatives for the purposes contained herein.

SIXTH: that Grantor hereby certifies that there are no suits, liens, leases, mortgages, or trusts affecting the Subject Property, other than those for which the holder in interest has signed these documents or otherwise consented in writing to this Grant of Storm Drain Easement. Grantor further certifies that all parties with an interest in the Subject Property necessary to give full effect to this Grant of Storm Drain Easement have signed or consented in writing to this document.

SEVENTH: that Grantor will warrant specially said Storm Drain Easement and will execute such further assurances thereof as may be requisite.

EIGHTH: this Storm Drain Easement (including all terms, covenants, and agreements contained herein) shall run with the title to the Subject Property and shall bind the Grantor and her/his/its executors, administrators, successors, and assigns.

WITNESS: hand and seal the day and year first hereinabove written.

WITNESS:	**GRANTOR:**
	BXP, Inc.
_____	By: _____ Name: _____ Title: _____
WITNESS:	**CITY:**
	THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND
_____ Print Name: _____	By: _____ Name: _____ Title: _____

Reviewed for legal sufficiency by:

_____
Robert Dawson
Senior Assistant City Attorney

* * *

STATE OF: _____ *
*
COUNTY OF: _____ *

I HEREBY CERTIFY that on this _____ day of _____, 202_, before the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the authorized representative of _____, being authorized so to do, executed the foregoing instrument on behalf of the aforesaid company for the purposes therein.

IN TESTIMONY WHEREOF, I have caused the seal of the court to be affixed, or have affixed my official seal, this _____ day of _____, 202_ .

_____
Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

* * *

STATE OF: _____ *
*
COUNTY OF: _____ *

I hereby certify that on this _____ day of _____, 202_, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, who did acknowledge that he/she, having been properly authorized, executed the same on behalf of The Mayor and Council of Rockville, Maryland in the capacity therein stated and for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 202_.

_____
Notary Public

My commission expires: _____

[NOTARIAL SEAL]

Return original instrument to:

Scott C. Wallace, Esq.
Miles & Stockbridge P.C.
11 N. Washington Street, Suite 700
Rockville, MD 20850

EXHIBIT A

LEGAL DESCRIPTION OF STORM DRAIN EASEMENT AREA

VIKA Maryland, LLC
20251 Century Blvd.
Suite 400
Germantown, MD 20874
301.916.4100
vika.com

EXHIBIT A
MARCH 27, 2025
DESCRIPTION OF
PART OF THE PROPERTY OF

_____
BOOK _____ PAGE ____
AND PART OF
PARCEL A, BLOCK A
SHADY GROVE NEIGHBORHOOD CENTER
PLAT NO. ~~1
4TH ELECTION DISTRICT,
MONTGOMERY COUNTY, MARYLAND

Being part of the property acquired by _____ from BXP Shady Grove Lot 8 LLC, a Delaware limited liability company, by deed dated _____ and recorded in Book _____ at Page ____, said property also being part of Parcel A, Block A, Shady Grove Neighborhood Center, recorded as Plat No. ~~1, all among the Land Records of Montgomery County, Maryland and being more particularly described in the datum of Maryland State Plane (NAD 83/11) as follows:

Beginning for the same at a point on the curved plat line of the aforesaid Parcel A, Block A, with an arc length of 145.77 feet, a radius of 332.50 feet, and a chord bearing and distance of North 47° 16’ 31” East, 144.61 feet, being an arc distance of 66.00 feet northeasterly from the southwesterly end thereof, said point also being on the southeasterly public Right of Way line of Clove Hill Street, 63 foot wide, recorded as Plat No. ~~2 among the aforesaid Land Records

1. 53.10 feet along the arc of a non-tangent curve to the left having a radius of 332.50 feet and a chord bearing and distance of North 43° 53' 13" East, 53.04 feet to a point; thence leaving said curved plat line of Parcel A, Block A, and said southeasterly public Right of Way line of Clove Hill Street and running so as to cross and include a portion of said Parcel A, Block A, the following three (3) courses and distances

2. South 48° 20' 28" East, 49.34 feet to a point; thence

3. South 41° 39' 32" West, 53.00 feet to a point; thence

4. North 48° 20' 28" West, 51.40 feet to the point of beginning, containing 2,632 square feet or 0.0604 acres of land as shown on Exhibit B attached herewith.

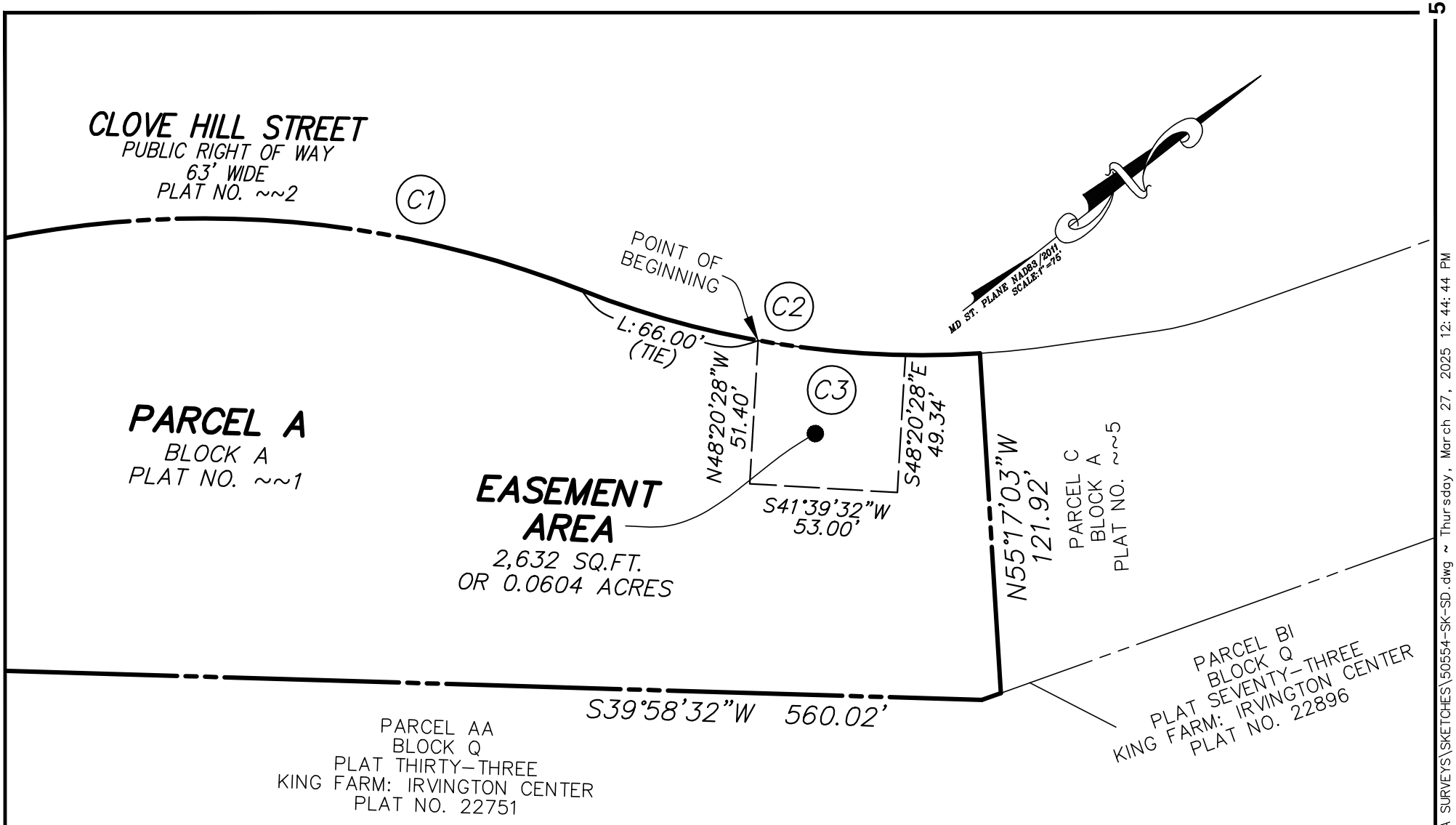
The undersigned hereby states that the metes and bounds description hereon was prepared by myself or under my direct supervision and that it complies with the Minimum Standards of Practice for Metes and Bounds Descriptions as established in Title 9, Subtitle 13, Chapter 6, Section .08 and .12 of the Code of Maryland Regulations (COMAR) as enacted and amended.

_____
Date

_____
Joshua G. Price
Professional Land Surveyor
Maryland No. 21846
License Expires: May 31, 2026

EXHIBIT B

LEGAL SKETCH OF STORM DRAIN EASEMENT AREA



CURVE TABLE

NO.	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD	DELTA
C1	367.50'	233.99'	121.12'	N41°35'40"E	230.06'	36°28'51"
C2	332.50'	145.77'	74.08'	N47°16'31"E	144.61'	25°07'08"
C3	332.50'	53.10'	26.60'	N43°53'13"E	53.04'	09°08'58"

EXHIBIT B
PART OF
SHADY GROVE NEIGHBORHOOD CENTER
PLAT NO. ~~1
4TH ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

VIKA MARYLAND, LLC
20251 Century Blvd., Suite 400
Germantown, MD 20874
301.916.4100 | vika.com
Our Site Set on the Future.

DRAWN BY:	BW
DESIGNED BY:	JP
DATE ISSUED:	3/27/2025
PROJECT No.	VM50554
SHEET No.	1 OF 1

Y:\50501-51000\50554\CADD\VIKA SURVEYS\SKETCHES\50554-SK-SD.dwg ~ Thursday, March 27, 2025 12:44:44 PM

LAYOUT: Survey Sheets, Plotted By: wood

Parcel Identifier No. 04-00145040

GRANT OF STORM DRAIN EASEMENT

THIS GRANT OF STORM DRAIN EASEMENT is made this _____ day of _____, 202_, by and among BXP, Inc. (hereinafter referred to as the **"Grantor**"), and **THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND,** a municipal corporation organized under the laws of the State of Maryland (the "**City**").

WHEREAS, the Grantor is the owner of certain real property located within Rockville, Maryland, more particularly described as:

> PARCEL "A", BLOCK "A" IN THE SUBDIVISION KNOWN AS "PLAT 1, SHADY GROVE NEIGHBORHOOD CENTER" AS PER PLAT THEREOF RECORDED IN PLAT BOOK_____ AT PLAT_____ AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, PARCEL "A", BLOCK "C" IN THE SUBDIVISION KNOWN AS "PLAT 4, SHADY GROVE NEIGHBORHOOD CENTER" AS PER PLAT THEREOF RECORDED IN PLAT BOOK_____ AT PLAT_____ AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, AND PARCEL "C", BLOCK "A" IN THE SUBDIVISION KNOWN AS "PLAT 5, SHADY GROVE NEIGHBORHOOD CENTER" AS PER PLAT THEREOF RECORDED IN PLAT BOOK_____ AT PLAT_____ AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND

herein referred to as the "Subject Property"; and

WHEREAS, the Grantor desires to develop the Subject Property in accordance with the terms and conditions of Site Plan No. STP 2020-00393 dated April 10, 2020 (the "**Approvals**"); and

WHEREAS, Grantor intends to subdivide the Subject Property pursuant to the Approvals, and as a condition of said subdivision, the City requires a certain easement for storm drains within the Subject Property.

WITNESSETH: The Grantor, for NO CONSIDERATION, does hereby grant and convey to the City, its successors and assigns, a storm drainage easement described and shown on Exhibit A and B attached hereto and made a part hereof (the "**Storm Drain Easement Areas**").

TO HAVE AND TO HOLD said Storm Drain Easement Areas, together with the rights and privileges to their proper use and benefit forever by the City, its successors and assigns.

AND the Grantor, for itself and its successors and assigns, covenants and agrees with the City, its successors and assigns, as follows:

FIRST: that Grantor, (a) without the prior written consent of the City or (b) unless provided for in any issued permit or approval for improvements on the Storm Drain Easement Areas, will neither perform nor permit upon or within the above-described Storm Drain Easement Areas: (i)

the erection or installation of any structure, building or other improvements (excluding fences, benches, specialty pavers, landscaping and trash/recycling cans), (ii) the excavation or filling of land, or (iii) the installation of trees.

SECOND: that the City, its successors and assigns, shall at all times have a non-exclusive right of ingress and egress to said Storm Drain Easement Areas for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating, and inspecting the Storm Drain System (as hereinafter defined), the right of ingress and egress to be made from any public road or public right-of-way adjacent to or in close proximity to the Storm Drain Easement Area, or along such other lines as the Grantor may designate and as may be acceptable to the City, but in no event shall the right of entry exist across any privately owned lots on which dwelling units are constructed or are intended to be constructed.

THIRD: that whenever the City undertakes repairs or maintenance pursuant to this Grant of Storm Drain Easement, the City shall undertake all reasonable measures to restore the Storm Drain Easement Area to their original condition, except that Grantor shall be solely responsible for the repair, replacement, or reinstallation of any Grantor-owner fences, benches, trash/recycling cans, landscaping and hardscaping not in accordance with City standards and specifications, in the Storm Drain Easement Area disturbed or damaged by the City repair and maintenance work.

FOURTH: that all underground storm drain pipes and appurtenances which are installed pursuant to this Grant of Storm Drain Easement in the Storm Drain Easement Area (collectively, the "**Storm Drain System**") shall be and remain the property of the City, its successors, and assigns.

FIFTH: that, without the prior written consent of the City, Grantor shall not use any Storm Drain Easement Area, nor permit any Storm Drain Easement Area to be used, in any manner that interferes with the free and unobstructed use thereof by the City and its representatives for the purposes contained herein.

SIXTH: that Grantor hereby certifies that there are no suits, liens, leases, mortgages, or trusts affecting the Subject Property, other than those for which the holder in interest has signed these documents or otherwise consented in writing to this Grant of Storm Drain Easement. Grantor further certifies that all parties with an interest in the Subject Property necessary to give full effect to this Grant of Storm Drain Easement have signed or consented in writing to this document.

SEVENTH: that Grantor will warrant specially said Storm Drain Easement and will execute such further assurances thereof as may be requisite.

EIGHTH: this Storm Drain Easement (including all terms, covenants, and agreements contained herein) shall run with the title to the Subject Property and shall bind the Grantor and her/his/its executors, administrators, successors, and assigns.

WITNESS: hand and seal the day and year first hereinabove written.

WITNESS:

GRANTOR:

BXP, Inc.

_____

By:_____
Name: _____
Title: _____

WITNESS:

CITY:

THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

_____
Print Name:_____

By:_____
Name:_____
Title:_____

Reviewed for legal sufficiency by:

_____
Robert Dawson
Senior Assistant City Attorney

* * *

STATE OF: _____ *
*
COUNTY OF: _____ *

I HEREBY CERTIFY that on this _____ day of _____, 202_, before the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the authorized representative of _____, being authorized so to do, executed the foregoing instrument on behalf of the aforesaid company for the purposes therein.

IN TESTIMONY WHEREOF, I have caused the seal of the court to be affixed, or have affixed my official seal, this _____ day of _____, 202_ .

_____
Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

* * *

STATE OF: _____ *
*
COUNTY OF: _____ *

I hereby certify that on this _____ day of _____, 202_, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, who did acknowledge that he/she, having been properly authorized, executed the same on behalf of The Mayor and Council of Rockville, Maryland in the capacity therein stated and for the purposes therein contained.

Witness my hand and official seal this _____ day of _____, 202_.

_____
Notary Public

My commission expires: _____

[NOTARIAL SEAL]

Return original instrument to:

Scott C. Wallace, Esq.
Miles & Stockbridge P.C.
11 N. Washington Street, Suite 700
Rockville, MD 20850

EXHIBIT A

LEGAL DESCRIPTION OF STORM DRAIN EASEMENT AREA

TAX ACCT NOS: 04-00145040
04-00145038

VIKA Maryland, LLC
20251 Century Blvd.
Suite 400
Germantown, MD 20874
301.916.4100
vika.com

EXHIBIT A
MAY 23, 2025
DESCRIPTION OF
PART OF THE PROPERTY OF

_____
BOOK _____ PAGE ____
AND PART OF
PARCELS A AND C, BLOCK A
LOT 6, BLOCK A
PARCEL A, BLOCK C
LOTS 38-40, BLOCK C
SHADY GROVE NEIGHBORHOOD CENTER
PLAT NO. ~~1, ~~4 & ~~5
4TH ELECTION DISTRICT,
MONTGOMERY COUNTY, MARYLAND

Being two (2) parts of the property acquired by_____, from BXP Shady Grove Lot 6 LLC, a Delaware limited liability company, by deed dated _____ and recorded in Book _____ at Page ____, said property also being part of Parcel A, Block A, Shady Grove Neighborhood Center, recorded as Plat No. ~~1, and also being part of Parcel A and Lots 38 through 40, Block C, Shady Grove Neighborhood Center, recorded as Plat No. ~~4, and also being part of Parcel C and Lot 6, Block A, Shady Grove Neighborhood Center, recorded as Plat No. ~~5, all among the Land Records of Montgomery County, Maryland and being more particularly described in the datum of Maryland State Plane (NAD 83/11) as follows:

PART 1

Beginning for the same at a point on the South 61° 32' 45" East, 59.54 foot plat line of Lot 40, Block C, Shady Grove Neighborhood Center, recorded as Plat No. ~~4, being 48.25 feet southeasterly from the northwesterly end thereof, said point also being on the southwesterly public Right of Way line of Kittson Street, 63 foot wide, recorded as Plat No. ~~4 among the aforesaid Land Records; thence running with said public Right of Way line, the following two (2) courses and distances

1. South 61° 32' 45" East, 11.30 feet to a point; thence

2. South 16° 32' 45" East, 5.98 feet to a point on the westerly public Right of Way line of Clover Hill Street, 63 foot wide, recorded as Plat No. ~~5; thence running with said westerly public Right of Way line

3. 64.44 feet along the arc of a non-tangent curve to the right having a radius of 272.50 feet and a chord bearing and distance of South 46° 01' 48" West, 64.29 feet to a point; thence leaving said westerly public Right of Way line of Clover Hill Street and running so as to cross and include a portion of Parcel A and Lots 38 through 40, Block C, Shady Grove Neighborhood Center, recorded as Plat No.~~4

4. North 31° 51' 09" East, 65.64 feet to the point of beginning, containing 622 square feet or 0.0143 acres of land as shown on Exhibit B attached herewith.

PART 2

Beginning for the same at a point on the South 39° 58’ 32” West, 560.02 foot plat line of the aforesaid Parcel A, Block A, being 345.58 feet northeasterly from the southwesterly end thereof, said point also being on the common plat line of Parcel AA, Block Q, King Farm: Irvington Center, recorded as Plat No. 22751 among the aforesaid Land Records; thence leaving said common plat line of Parcel AA, Block Q and running and running so as to cross and include a portion of said Parcel A, Block A, the following four (4) courses and distances

1. North 03° 53' 14" West, 37.52 feet to a point; thence

2. North 39° 58' 32" East, 53.22 feet to a point; thence

3. North 38° 03' 37" East, 131.33 feet to a point; thence

4. North 59° 19' 22" West, 93.94 feet to a point on the aforesaid easterly public Right of Way line of Clover Hill Street; thence running with said easterly public Right of Way line, the following two (2) courses and distances

5. 33.96 feet along the arc of a non-tangent curve to the left having a radius of 332.50 feet and a chord bearing and distance of North 34° 09' 24" East, 33.94 feet to a point; thence

6. North 30° 11' 31" East, 13.12 feet to a point; thence leaving said easterly public Right of Way line and running so as to cross and include a portion of Lot 6 and Parcel C, Block A, Shady Grove Neighborhood Center, recorded as Plat No.~~5

7. South 59° 19' 22" East, 111.93 feet to a point on the common plat line of Parcel BI, Block Q, King Farm: Irvington Center, recorded as Plat No. 22896 among the aforesaid Land Records; thence running with a portion of said common plat line of Parcel C, Block A, and with said common plat line of Parcel BI, Block Q

8. South 18° 34' 18" West, 50.16 feet to a point on the common plat line of the aforesaid Parcel A, Block A, and the aforesaid Parcel AA, Block Q; thence running with a portion of said common plat line

9. South 39° 58' 32" West, 214.44 feet to the point of beginning, containing 11,029 square feet or 0.2532 acres of land as shown on Exhibit B attached herewith.

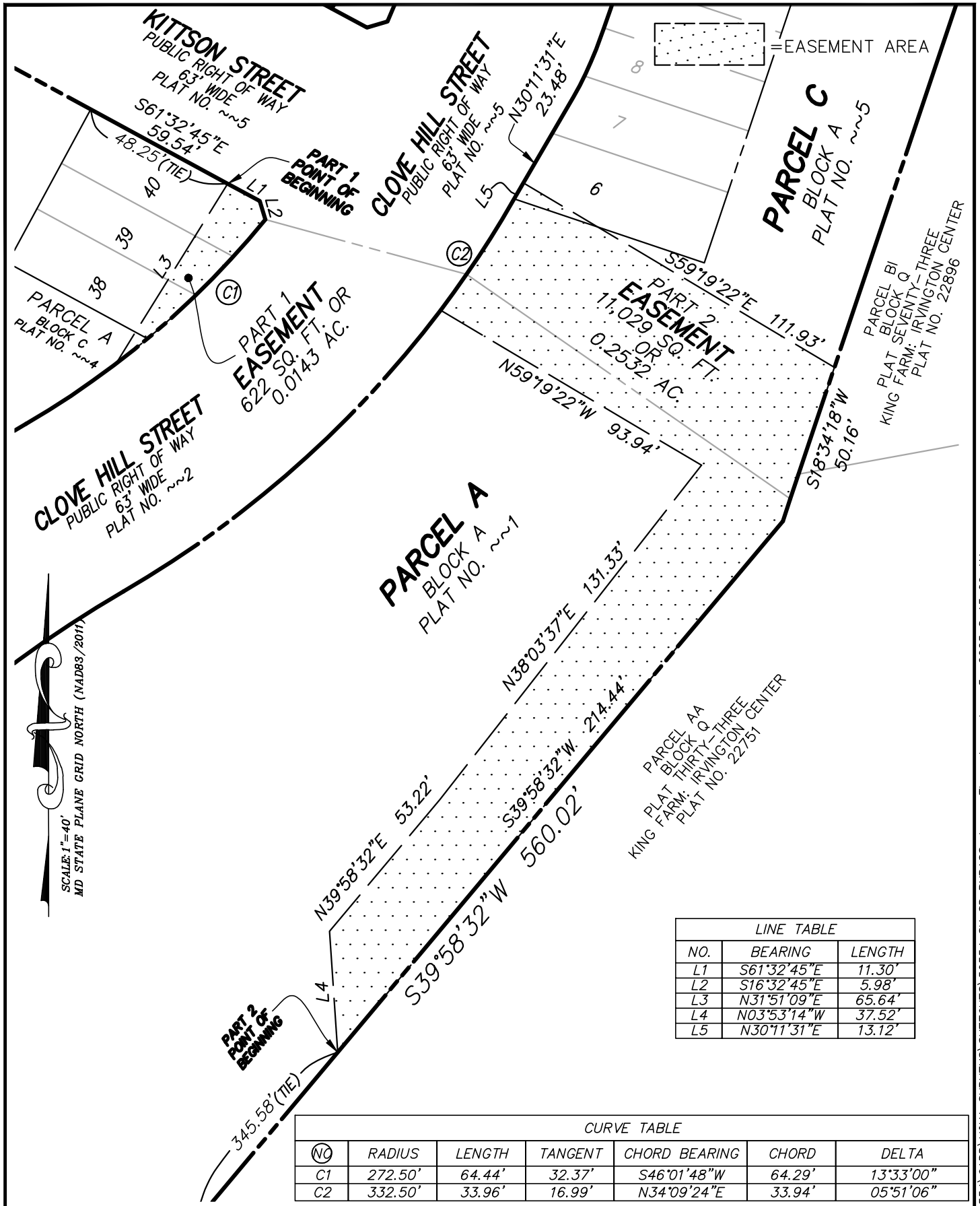
The undersigned hereby states that the metes and bounds description hereon was prepared by myself or under my direct supervision and that it complies with the Minimum Standards of Practice for Metes and Bounds Descriptions as established in Title 9, Subtitle 13, Chapter 6, Section .08 and .12 of the Code of Maryland Regulations (COMAR) as enacted and amended.

_____
Date

_____
Joshua G. Price
Professional Land Surveyor
Maryland No. 21846
License Expires: May 31, 2026

EXHIBIT B

LEGAL SKETCH OF STORM DRAIN EASEMENT AREA



LINE TABLE		
NO.	BEARING	LENGTH
L1	S61°32'45"E	11.30'
L2	S16°32'45"E	5.98'
L3	N31°51'09"E	65.64'
L4	N03°53'14"W	37.52'
L5	N30°11'31"E	13.12'

CURVE TABLE						
NO	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD	DELTA
C1	272.50'	64.44'	32.37'	S46°01'48"W	64.29'	13°33'00"
C2	332.50'	33.96'	16.99'	N34°09'24"E	33.94'	05°51'06"

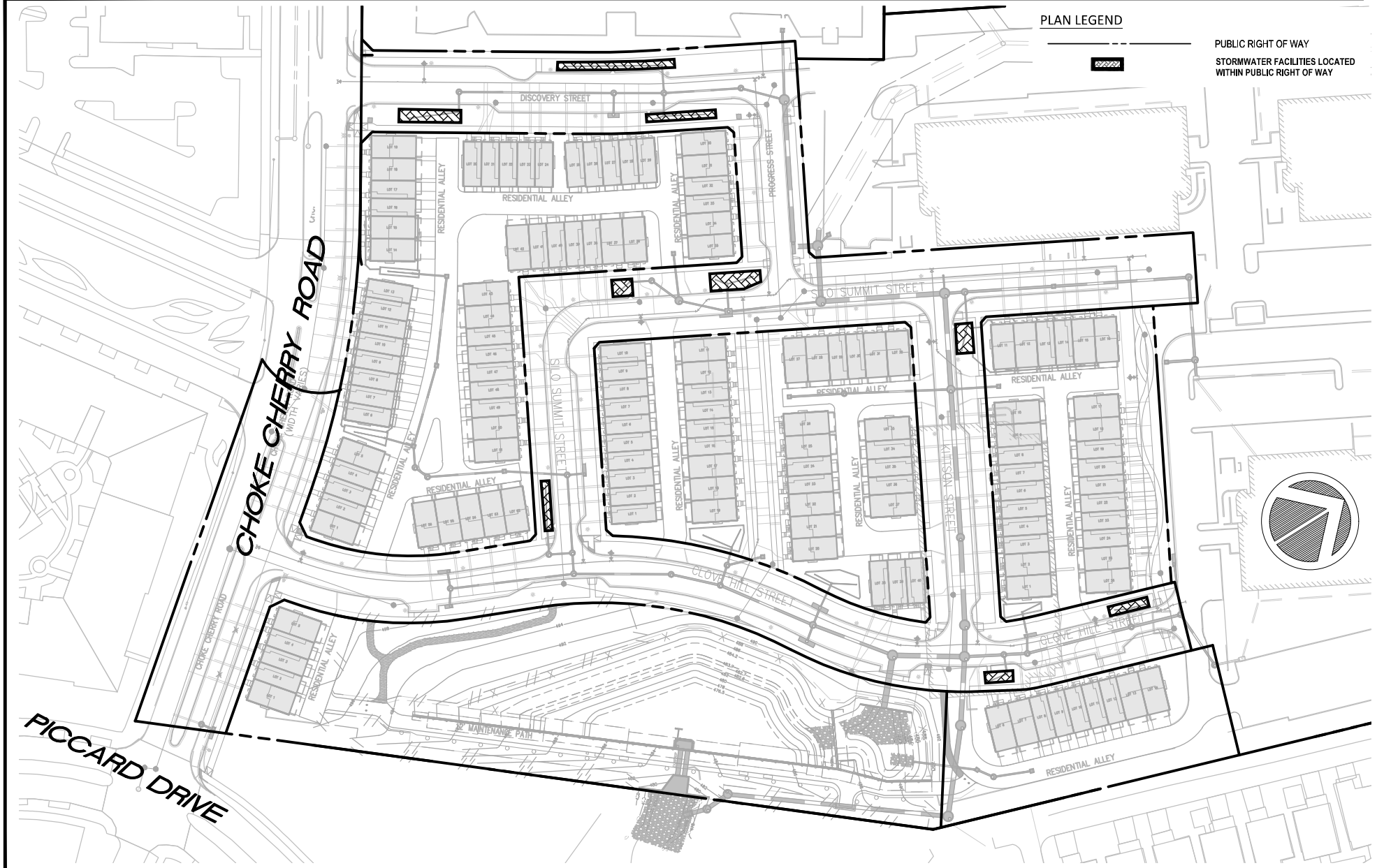
EXHIBIT B
PART OF
SHADY GROVE NEIGHBORHOOD CENTER
PLAT NO. ~~1, ~~4 & ~~5
4TH ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND

VIKA MARYLAND, LLC
20251 Century Blvd., Suite 400
Germantown, MD 20874
301.916.4100 | vika.com
Our Site Set on the Future.

DRAWN BY:	ST
DESIGNED BY:	HJ
DATE ISSUED:	5/29/2025
PROJECT No.	VM50554
SHEET No.	1 OF 1

\50501-51000\50554\CADD\VIKA SURVEYS\SKETCHES\50554-SK-SD BYPASS.dwg ~ Thursday, June 5, 2025 8:13:09 AM

LAYOUT: SD BYPASS SKETCH, Plotted By: tamraksa



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SHADY GROVE NEIGHBORHOOD CENTER

EXHIBIT

STORMWATER MANAGEMENT FACILITIES IN PUBLIC ROW

VIKA MARYLAND, LLC
20251 Century Blvd., Suite 400
Germantown, MD 20874
301.916.4100 | vika.com

4041 Powder Mill Rd., Suite 215
Beltsville, MD 20705
240.848.7433 | vika.com

Our Site Set on the Future.

DRAWN BY:	JSL
DESIGNED BY:	
DATE ISSUED:	10/27/2025
PROJECT No.	VM50554S
SHEET No.	1 OF 1

Y:\50501-51000\50554\CADD\TOWNHOMES\PHASE 1 TOWNHOMES\EXHIBITS\OFFICIAL\50554250_SWM IN ROW EASEMENT EXHIBIT.dwg ~ Monday, October 27, 2025 4:09:38 PM

LAYOUT: COR IMP-4, Plotted By: julia.lapides

Parent Parcel Id Nos. _____

LICENSE AND MAINTENANCE AGREEMENT
Private Stormwater Management System

THIS LICENSE AND MAINTENANCE AGREEMENT (the **"Agreement"**) is made this ____ day of _____, 202__, by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a Maryland municipal corporation (hereinafter referred to as the **"City"**) and TOLL MID-ATLANTIC LP COMPANY, INC., a Delaware corporation (hereinafter referred to as "**Owner**"), their successors and assigns.

R E C I T A L S:

R1. Owner is the owner of that certain parcel together with all improvements thereon, legally and particularly described as Shady Grove Neighborhood Center, as established in that certain plat (the **"Plat"**) recorded as Plat No. _____ among the Land Records of Montgomery County, Maryland (the **"Property"**), copies of which plat is attached hereto as **Exhibit A**.

R2. The Property is part of a development known as the "Shady Grove Neighborhood Center" project (**"Project"**) in the City of Rockville pursuant to the terms and provisions of Site Plan Application STP 2020-00393 approved on April 10, 2020 (the **"Site Plan"**).

R3. The Site Plan for the Project and other development permits and approvals, as each of them may be amended or modified (collectively, the **"Site Plan Approval"**) has been issued for the development of the Subject Property and the Project.

R4. The Site Plan Approval includes a condition that the streets to be constructed on the Property shall be dedicated as public rights-of-way. The Plat includes the dedication of the rights-of-way (the "**City Property**"**)** to satisfy that condition.

R5. Certain stormwater management facilities are planned to be located within the City Property to serve the Project as approved by the Site Plan Approval (**"Private Stormwater Management System"**). The Private Stormwater Management System consists of the improvements listed in **Exhibit B**, attached hereto. The improvements located within the City Property that are not part of the Private Stormwater Management System are also listed on **Exhibit B.**

R6. The City requires a license and maintenance agreement to be entered into between the City and the Owner governing the rights and obligations to construct, inspect, operate, maintain, repair, and replace the Private Stormwater Management System for the benefit of the Property for the life of the development on the Plat as part of the Site Plan Approval within the rights-of-way of public streets under the terms set forth in this Agreement. The City further requires stormwater management easements and stormwater management inspection and maintenance agreements providing access and other rights in the City to private stormwater

facilities on the Property next to the right-of-way and connected to the Private Stormwater Management System under terms set forth in that certain Stormwater Management Easement and Stormwater Management Inspection and Maintenance Agreements between the City and Owner.

R7. In reliance on this Agreement to permit the Private Stormwater Management System to be located within the City Property to service the Property for the life of the development on the Plat as part of the Site Plan Approval, Owner is proceeding to implement the Site Plan Approval, and its lenders, investors and partners are proceeding to lend and invest money to construct the Project.

NOW, THEREFORE, for the purpose of complying with the Site Plan Approval, in compliance with the requirements of Chapter 19, in consideration of the issuance by the City of a Stormwater Management Permit and the foregoing recitals and attached exhibits, each of which are incorporated in and made a substantive part of this Agreement, the sum of One Dollar ($1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby grants and declares, and the Owner and City hereby covenant and agree, as follows:

1. Private Stormwater Management System License. Subject to the reservations and conditions set forth in Paragraph 5 below, the City hereby grants, establishes, and declares to Owner, its successors and assigns, a revocable license in, through, over, and across the area shown as "Stormwater Management License Area" on the plan attached as **Exhibit C** (**"Stormwater Management License Area"**), for the purpose of construction, operation, inspection, housekeeping, maintenance, repair, restoration, and replacement of Private Stormwater Management System to serve the Project on the Property and proposed rights-of-way, together with a right of entry for all proper purposes associated with such construction, operation, inspection, housekeeping, maintenance, repair and replacement and together with all the rights, privileges, appurtenance, and advantages thereto belonging or appertaining to their proper use and benefit by Owner, its successors and assigns.

The Owner, without the prior written consent of the City, will neither perform nor permit upon or within the Stormwater Management License Area: (i) removal or alteration of the Private Stormwater Management System, (ii) the erection or installation of any structure, building or other improvements, (iii) the excavation or filling of land, or (iv) the installation of trees, shrubs, or other landscaping, unless shown on the issued Stormwater Management Permit or other City issued permit. The Owner will not block access in the right-of-way without the prior written consent of the City by permit or otherwise.

2. Obligation for Construction of Private Stormwater Management System. In the event the Site Plan Approval is implemented on the Property, and all necessary permits and bonds have been obtained and posted, Owner shall be responsible to construct the Private Stormwater Management System in accordance with City permits within the Stormwater Management License Area and shall further provide for annual inspection and necessary maintenance of the Private Stormwater Management System to ensure that it is and remains in proper working condition in accordance with the approved design standards of applicable laws, rules, and regulations. City issuance of the Stormwater Management Permit for the Private Stormwater Management System shall constitute necessary consent for the construction of the Private Stormwater Management

System within the Stormwater Management License Area. All costs associated with such construction shall be borne solely by Owner. Owner and/or its contractors shall be responsible for all warranty repair and replacement work arising out of the initial construction.

3. Maintenance Agreement After Construction. Upon satisfactory completion of construction of the Private Stormwater Management System as determined by final inspection, Owner shall be responsible for inspecting and maintaining the Private Stormwater Management System in a good state of repair in accordance with Chapter 19, City Code and in a safe and orderly condition. The Owner shall not be responsible for the inspection or maintenance of the improvements excluded from the Private Stormwater Maintenance System as listed in **Exhibit B**. The Owner's responsibilities for maintenance, inspection, operation, repair and replacement responsibilities of the Private Stormwater Management System are limited to the items set forth in **Exhibit D**, attached hereto. The City will be responsible for the maintenance and inspection items set forth in **Exhibit E**, attached hereto. If the City damages the Private Stormwater Management System in the course of maintaining the City's public infrastructure within the footprint of the Private Stormwater Management System, then Owner shall be responsible for repairing the damage to the Private Stormwater Management System, unless such damage is the result of the negligence or intentional misconduct of the City or its agents, employees, contractors or consultants.

Owner shall notify the City in writing, c/o the Director of Public Works, seventy-two (72) hours prior to performing any inspection, maintenance, repair, or replacement of any improvements in the Stormwater Management License Area, except for regularly occurring landscaping and maintenance of the above-grade portions of the Private Stormwater Management System. If required, appropriate Department of Public Works permits will be required for such work. Provided, however, that Owner shall not be required to notify the City or obtain a permit in advance in cases where emergency repairs to protect the public safety are required. Owner shall be required, however, to obtain a permit for the emergency repairs, as required by the Department of Public Works, after such emergency repairs are made. Failure of Owner to properly perform its responsibilities to inspect, maintain, repair and/or replace the Private Stormwater Management System as required by the City Code and as set forth in **Exhibit D** may result in the City seeking any remedy afforded by State law and City Code, as well as issuance of a City citation and fine. The obligations and remedies set forth in this Paragraph 3 are in addition to other obligations and remedies contained in this Agreement. In no event, however, shall Owner be liable for any indirect, consequential or punitive damages for any breach, default or other matter related to this Agreement or the Private Stormwater Management System.

4. Clean-Up and Restoration. Upon the completion of any work by Owner and/or its contractors in the Stormwater Management License Area, the entity performing the work shall remove any construction debris and shall restore the City Property to a condition as close to its condition prior to performance of the work as is reasonably possible and as approved by the City. In addition, if any damage is caused by Owner, its contractors or agents, to the City Property at any time during the term of this Agreement, Owner shall notify the City of the damage, and shall repair such damage according to a schedule as reasonably determined by the Department of Public Works. Should Owner not perform the work within the time determined by the Director of the Department of Public Works, the City may, in its reasonable discretion, perform the necessary work and shall bill Owner for the reasonable cost of said work. Owner must reimburse the City

for said reasonable costs within sixty (60) days of the date of said bill delivered to Owner with supporting documentation, or in accordance with any alternative payment schedule that may be agreed upon in writing by the City and Owner. Subject to the provisions of Paragraph 7 below, in the event that Owner fails to timely reimburse the City for said costs, such costs shall constitute a lien, collectible in the same manner as City property taxes, or in such other manner permitted by law. Such reimbursement obligations shall survive termination of this Agreement.

5. City Rights. The City may, but is not obligated to, inspect the Private Stormwater Management System. The City shall have the right, in its sole discretion but without obligation, to provide emergency repairs to the Private Stormwater Management System when public safety is at risk. Notice of the City's performance of emergency repairs shall be provided as soon as reasonably practicable. Owner shall reimburse the City for the reasonable costs of emergency repairs performed by the City within sixty (60) days of delivery of an invoice with supporting documentation for such repair, or in accordance with any alternative payment schedule that may be agreed upon in writing by the City and Owner.

If, after reasonable written notice by the City, the Owner shall fail to properly perform its responsibilities as set forth in **Exhibit D** to construct, inspect, maintain, repair, replace, or operate the Private Stormwater Management System in accordance with the approved design standards, with all applicable laws, rules and regulations, the City may, but is not obligated to, access the Private Stormwater Management System and perform all necessary inspection, construction, repair, replacement, maintenance, and/or operating work, and may assess the Owner for the cost of the work. Notice of the failure to adequately inspect, maintain, operate, repair, replace and/or restore the Private Stormwater Management System to City standards after initial construction shall be provided to Owner with at least thirty (30) days or such reasonable period of time to obtain a permit and commence a cure. If the Private Stormwater Management System is not adequately inspected, maintained, operated, repaired or restored to City standards within such stated cure period, then the City shall deliver a notice of City's intention to perform work after ten (10) days at the Owner's expense. Owner shall reimburse the City for the reasonable costs of work performed by the City within sixty (60) days of delivery of an invoice with supporting documentation for such work or in accordance with any alternative payment schedule that may be agreed upon in writing by the City and Owner. Subject to the provisions of Paragraph 7 below, if Owner fails to timely reimburse the City, the costs shall be a lien against the Property and may be placed on the property tax bill and collected in the same manner as property taxes by the City or in any other manner permitted by law. Such reimbursement obligations shall survive the termination of this Agreement.

The City shall have the right to improve, inspect, maintain, repair, or replace the public streets rights-of-way, including within the Stormwater Management License Area, and it may do so at any time with no notice to Owner except where such City activities will, or have the potential to, impact, interfere, obstruct, and/or damage the Private Stormwater Management System.

6. Ownership and Insurable Interest. Notwithstanding who constructed and installed the Private Stormwater Management System, upon its completion, the ownership of, the insurable interest in, and responsibility to replace, the Private Stormwater Management System shall be held by the Owner, and its successors and assigns.

7. Binding Effect. All provisions of this Agreement, including the benefits and burdens, shall touch, concern, and run with the land and be binding upon and inure to the benefit of the Owner and the City, and their respective successors and assigns. Notwithstanding anything to the contrary in this Paragraph 7 or elsewhere in this Agreement, at such time as the homeowners association for the Property (the "**HOA**") is legally created, the HOA shall be solely responsible for (i) maintaining, inspecting, operating, repairing and replacing the Private Stormwater Management System, (ii) reimbursing the City for any costs incurred pursuant to Paragraphs 4 and 5 of this Agreement, as applicable, and (iii) performing all other obligations and liabilities of the Owner under this Agreement. The obligations set forth in this Agreement may be included in the governing documents of the HOA, and only the real property owned by the HOA and/or Owner (or any successor developer of the Property) that is subject to this Agreement shall be subject to a lien for failure to pay any costs which may be due and payable by the Owner under this Agreement from and after the HOA is established. In no event shall any owners of the individual lots and dwelling units thereon be responsible for the performance of the obligations of the Owner under this Agreement, nor shall any of the costs described under Paragraphs 4 and 5 be assessed against, or become a lien upon, such homeowner's individual or dwelling unit. Prior to the legal creation of the HOA, the Owner shall remain liable for all obligations under this Agreement. Owner shall give the City written notice at such time as the HOA is legally created, with contact information for the HOA.

8. Limitations with Respect to Owner. The obligations and liabilities of Owner shall apply with respect to the period during which Owner owns an interest in any part of the Property which utilizes the Stormwater Management License Area. When Owner ceases to own an interest in the Property, or with respect to any part thereof, the obligations and liabilities thereafter accruing shall be the obligations of the successors in ownership or interest of Owner as to such whole or part (excluding third party homebuyers per Paragraph 7 above).

9. Limitations with Respect to the City. The obligations and liabilities of the City shall apply with respect to the period during which the City owns an interest in the City Property. When the City ceases to own an interest in the City Property, the obligations and liabilities thereafter accruing shall be the obligations of the successors in ownership or interest of the City.

10. Revocation. The City acknowledges that the Private Stormwater Management System: (i) is an integral part of the Project, (ii) satisfies certain required State and City stormwater management regulations and permits; (iii) that in reliance on this Agreement, Owner is proceeding to implement the Site Plan Permits, its lenders and partners are proceeding to lend and invest money to construct the Property; (iv) that the cost of initial construction of the public streets and the Private Stormwater Management System is significant; and (v) that the Project is a benefit to the City and the general public; and therefore, although this License is a revocable license and not an easement because the Private Stormwater Management System will lie within a dedicated public right-of-way, it is the intention of the City that this be a long term license to service the Property so long as the Project improvements thereon operate in accordance with the Site Plan Approval, and shall not be revoked except as expressly provided in this paragraph.

The City may revoke this Agreement and remove, abandon, or cause to cease functioning, the Private Stormwater Management System improvements located in the Stormwater Management License Area only under the following circumstances: (1) if the City reasonably

determines that the Private Stormwater Management System is, or is likely to become, an immediate safety hazard due to Owner's material breach of this Agreement, and/or (2) Owner repeatedly breaches in a material way and fails to cure such breaches after notice from the City within a reasonable cure period (such period to be determined by the City in its sole reasonable discretion as prescribed in its written notice of breach) or other additional period agreed to by the City; and then only after one hundred twenty (120) days' notice to Owner, and if appealed, exhaustion of any public and court appeal process. During such one hundred twenty (120) days' notice to Owner, the City shall have the right, in its sole discretion, to inspect, operate, maintain, repair, restore, and/or replace the Private Stormwater Management System and shall bill the Owner for the reasonable costs incurred. In the event that Owner fails to timely reimburse the City for such costs, such costs shall constitute a lien, collectible in the same manner as City property taxes, or in such other manner permitted by law. Such reimbursement obligations shall survive termination of this Agreement.

In the event the City revokes this Agreement and/or removes the Private Stormwater Management System as permitted under this Agreement, Owner shall reimburse the City for all reasonable costs associated with the removal and area restoration within sixty (60) days after receipt of an invoice with supporting documentation for such costs. In the event that Owner fails to timely reimburse the City for such costs, such costs shall constitute a lien, collectible in the same manner as City property taxes, or in such other manner permitted by law. Such reimbursement obligations shall survive termination of this Agreement.

Monetary defaults are expressly not material breaches giving rise to the remedy of revocation as the City has enforcement rights for collection of monies through the judicial system, liens and tax collection.

11. Indemnification. Owner shall indemnify and save harmless the City and all of its officers, contractors, employees, agents, representatives, servants, and assigns from any and all liability, loss, damages, claims, causes of action, judgments, and expenses, including reasonable attorney's fees, in connection with Owner's performance and the performance of its contractors, employees, agents, officers, and servants, of its responsibilities, or failure to perform its responsibilities, under this Agreement, except for any liability or claims for damage caused by the gross negligence or willful misconduct of the City. In no event, however, shall Owner be liable for any indirect, consequential or punitive damages. Any liability on the part of the City shall be subject to the limitations and immunities provided by law, including without limitation, the Local Government Tort Claims Act, Section 5-303(a) of the Courts and Judicial Proceedings Article of the Maryland Code.

12. Insurance. Prior to the City's release of all bonds for the construction of the Private Stormwater Management System, Owner, upon request from the City shall provide the City with evidence of insurance coverage for the Stormwater Management License Area naming the City as an insured party so as to protect the City against any and all claims for personal and property injuries, including death, arising solely from Owner's use of the Stormwater Management License Area for the Private Stormwater Management System, in the amount of One Million Dollars ($1,000,000.00) per occurrence. At the request of the City, Owner shall provide the City with a certificate and endorsement evidencing that the insurance required herein is in effect.

13. Notice of Transfer. The Owner shall endeavor to notify the City of the legal and/or equitable transfer of any of the Owner's responsibilities for the Private Stormwater Management System within thirty (30) days of such transfer, and shall supply the City with a copy of any executed documents of said transfer, including contact information for a representative of the transferee. The Owner shall provide all subsequent owners, successors, and any other party responsible for the maintenance of the Private Stormwater Management System with a copy of this License and Maintenance Agreement with accurate as-built construction plans detailing the Private Stormwater Management System and its appurtenances.

14. Remedies. The remedies set forth herein are not exclusive. In addition to any other remedy available to the Owner and/or the City for breach of this License and Maintenance Agreement, Owner and/or the City shall have the right to bring an action for legal or equitable relief, and/or municipal citations necessary to enforce the provisions of this agreement. In no event, however, shall Owner be liable for any indirect, consequential or punitive damages.

15. Other Improvements. Nothing in this Agreement shall be deemed to authorize Owner to install any additional improvements in the Stormwater Management License Area without the approval of, and appropriate permits from, the City.

16. Notices. Any notice required to be given by this Agreement shall be in writing and shall be sent by hand delivery (with signed receipt), commercial overnight courier (which requires a signed receipt), or certified mail – return receipt requested to the following:

If to the City:

Director of Public Works
Rockville City Hall
111 Maryland Avenue
Rockville, Maryland 20850

With a copy to:

City Attorney
Rockville City Hall
111 Maryland Avenue
Rockville, Maryland 20850

Either party may change its address by written notice to the other party in the manner described above. If Owner transfers the Property to a successor developer, such new Owner shall promptly notify the City of the Owner's new address. In addition, at such time as the Owner transfers it obligations under this Agreement to the HOA, the HOA shall promptly notify the City of its address for notice purposes.

17. No Waiver. No restriction, condition, obligation, or provision of this License and Maintenance Agreement shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

18. Modifications. This License and Maintenance Agreement shall not be modified or amended except by an instrument duly executed by Owner and the City, or their respective successors, which instrument shall be recorded among the Land Records.

19. Severability. The terms and provisions of this Agreement are severable and in the event that any term or provision is invalid or unenforceable for any reason, the remaining terms and provisions hereof shall remain in full force and effect.

20. Effective Date and Applicable Law. This License and Maintenance Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, and shall be effective upon recordation among the Land Records.

21. Stormwater Management Responsibilities. This License and Maintenance Agreement does not relieve the Owner of responsibility for providing stormwater drainage in addition to the Private Stormwater Management System as may be deemed necessary by the City or other appropriate agency.

22. Authorization and Consents. Owner hereby certifies that there are no suits, liens, leases, mortgages or trust affecting the Property, other than those for which the holder in interest has signed this document or otherwise consented in writing, to this License and Maintenance Agreement. Owner further certifies that all parties with an interest in the Property necessary to give full effect to this License and Maintenance Agreement have signed, or otherwise consented in writing to, this document.

23. Recordation. Owner agrees to record this License and Maintenance Agreement in the land records of Montgomery County, Maryland, at the Owner's expense within ten (10) days of the date of this Agreement and shall provide the City with documentary proof of recordation within five (5) days of said recordation.

24. Assignment. Owner shall not assign this Agreement or its rights hereunder, without the prior written consent of the City, except that this Agreement may be assigned by Owner to any subsequent owner of the Property or to any property owners association with respect to the Property without City's consent.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this License and Maintenance Agreement has been executed and sealed by the parties on the day and year indicated above.

WITNESS

MAYOR AND COUNCIL OF ROCKVILLE

_____

By:_____
_____, City Manager

Reviewed for legal sufficiency by:

_____
Robert Dawson
Senior Assistant City Attorney

* * *

STATE OF MARYLAND *
*
COUNTY OF MONTGOMERY * to wit:

I HEREBY CERTIFY that on this _____ day of _____, 2022, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the City Manager of the MAYOR AND COUNCIL OF ROCKVILLE, a municipal corporation in the State of Maryland, in such capacity and being authorized so to do, executed the foregoing License and Maintenance Agreement for the purposes therein contained.

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

_____
Notary Public

My Commission Expires:_____

[NOTARIAL SEAL]

IN WITNESS WHEREOF, this License and Maintenance Agreement has been executed and sealed by the parties on the day and year indicated above.

WITNESS: **OWNER:**

_____ By:_____
Name: _____
Title: _____

* * *

STATE OF: _____ *
*
COUNTY OF: _____ *

I HEREBY CERTIFY that on this _____ day of _____, 202__, before the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the authorized representative of _____, a _____ limited liability company, being authorized so to do, executed the foregoing instrument on behalf of the aforesaid company for the purposes therein.

IN TESTIMONY WHEREOF, I have caused the seal of the court to be affixed, or have affixed my official seal, this _____ day of _____, 202__.

_____
Notary Public

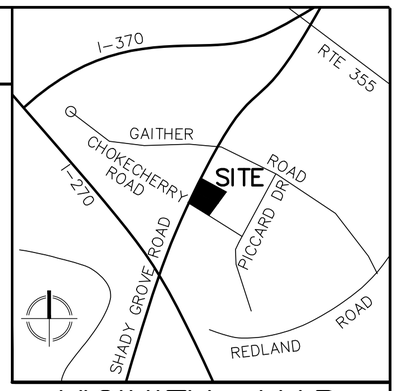
My Commission Expires: _____

[NOTARIAL SEAL]

EXHIBIT "A"

COPY OF PLAT

PLAT NO.



VICINITY MAP
SCALE: 1" = 2000'

CHOKE CHERRY ROAD
70' WIDE PUBLIC RIGHT OF WAY
PLAT BOOK 79 PLAT NO. 7975
L.37317 F.466
L.34455 F.627

N 526,900.0203
E 1,260,275.3978

76.83'

PROPOSED PARCEL A BLOCK B

PROPOSED SILO SUMMIT STREET
63' WIDE
PUBLIC RIGHT OF WAY

PROPOSED PARCEL A BLOCK C

CLOVE HILL STREET
60' WIDE
AREA HEREBY DEDICATED TO PUBLIC USE
61,813 SF OR 1.4190 ACRES

N 527,276.7170
E 1,260,790.9393

PROPOSED CLOVE HILL STREET 60' WIDE PUBLIC RIGHT OF WAY

MD STATE PLANE GRID NORTH (NAD83/2011)

DANAC TECHNOLOGICAL PARK
LOT 12
PLAT NO. 25247

CHOKE CHERRY ROAD
AREA HEREBY DEDICATED TO PUBLIC USE
WIDTH VARIES
61,813 SF OR 1.4190 ACRES

N38°24'56"W 342.76'

S38°24'56"E 30.75'
S63°26'01"E 14.14'
N51°32'54"E 8.33'

N23°21'15"E 64.91'
N28°44'51"E 73.87'
S74°47'55"E 64.56'
S23°21'15"W 64.91'

N06°33'59"E 14.15'
N51°32'54"E 8.37'
1' P.I.E.
L:38.73'
L:20.24'
N51°35'04"E 57.00'
17.40'
29.80'
100.30'
199.90'
119.60'
S38°24'56"E
N38°24'56"W 342.76'
80'
S51°35'04"W 57.00'
32.00'
81.67'
S39°58'32"W 160.28'
78.61'

PARCEL B
BLOCK A
3,880 SF

1 1,282 SF
2 912 SF
3 912 SF
4 912 SF
5 1,543 SF

PROPOSED PARCEL A BLOCK A

APPROXIMATE LOCATION OF PROPOSED FOREST CONSERVATION EASEMENT

WASHINGTON GAS EASEMENT & RIGHT OF WAY L.39228 F.427

STORM DRAIN EASEMENT PLAT NO. 8640 (TO BE ABANDONED)

FORMERLY PART OF LOT 6 DANAC TECHNOLOGICAL PARK PLAT NO. 8640

FORMERLY PART OF LOT 8 DANAC TECHNOLOGICAL PARK PLAT NO. 9700

APPROXIMATE LOCATION OF PROPOSED STORM DRAIN EASEMENT

PROPOSED PARCEL C BLOCK A

FLOODPLAIN BUILDING RESTRICTION LINE

100 YEAR FLOODPLAIN LINE

PARCEL AA
BLOCK Q
KING FARM: IRVINGTON CENTER
PLAT NO. 22751

N 526,631.4611
E 1,260,488.3750

N 527,259.7878
E 1,260,853.2438

LEGEND:

SF	SQUARE FEET
L	LIBER
F	FOLIO
N	NORTHING
E	EASTING
ESMT	EASEMENT
H.O.A	HOMEOWNER'S ASSOCIATION
AC	ACRES

NOTES:

1.) THE SUBJECT PROPERTY IS LOCATED ON TAX ASSESSMENT MAP NO. FS562 WITH TAX ACCOUNT NOS. OF 04-00145038 (LOT 8) AND 04-00145040 (LOT 6).

2.) THE OVERALL PROPERTY IS ZONED MXE (MIXED-USE EMPLOYMENT DISTRICT).

3.) THE HORIZONTAL DATUM IS MARYLAND STATE PLANE GRID NAD 83/2011.

4.) THIS SUBDIVISION PLAT IS NOT INTENDED TO SHOW EVERY MATTER AFFECTING THE OWNERSHIP AND USE, NOR EVERY MATTER RESTRICTING THE OWNERSHIP AND USE, OF THE PROPERTY. THE SUBDIVISION PLAT IS NOT INTENDED TO REPLACE AN EXAMINATION OF TITLE OR TO DEPICT OR NOTE ALL MATTERS AFFECTING TITLE.

5.) UTILITY EASEMENTS WILL BE CREATED BY SEPARATE DOCUMENTS TO BE RECORDED AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND FOLLOWING RECORDATION OF THIS PLAT.

6.) THIS PLAT IS SUBJECT TO A FOREST CONSERVATION EASEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND FOLLOWING RECORDATION OF THIS PLAT, SUBJECT TO A FOREST CONSERVATION PLAN.

7.) THIS PROPERTY IS SERVICED BY WSSC WATER AND SEWER.

8.) PARCEL B, BLOCK A, SHOWN HEREON IS TO BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION FOLLOWING RECORDATION OF THIS PLAT.

9.) PARCEL B, BLOCK A IS SUBJECT TO A PUBLIC ACCESS EASEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT.

10.) LOTS 1-5 AND PARCEL B, BLOCK A, ARE SUBJECT TO A PUBLIC IMPROVEMENT EASEMENT (SHOWN HEREON AS 1' P.I.E.) TO BE CREATED AND RECORDED BY SEPARATE DOCUMENT AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS CORRECT: THAT IT IS A PLAT OF PART OF THE PROPERTY ACQUIRED BY BXP SHADY GROVE LOT 6 LLC, A DELAWARE LIMITED LIABILITY COMPANY, FROM GROVE ROCKVILLE 31 II LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY DEED DATED AUGUST 15, 2021 AND RECORDED IN BOOK 63755 AT PAGE 338 AND ALSO BEING PART OF LOT 6, DANAC TECHNOLOGICAL PARK, RECORDED IN PLAT BOOK 83 AS PLAT NO. 8640 AND ALSO BEING PART OF THE PROPERTY ACQUIRED BY BXP SHADY GROVE LOT 8 LLC, A DELAWARE LIMITED LIABILITY COMPANY, FROM GROVE ROCKVILLE 31 IV LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY DEED DATED AUGUST 15, 2021 AND RECORDED IN BOOK 63755 AT PAGE 350 AND ALSO BEING PART OF LOT 8, DANAC TECHNOLOGICAL PARK, RECORDED IN PLAT BOOK 90 AS PLAT NO. 9700 ALL AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND.

I FURTHER CERTIFY THAT, ONCE ENGAGED AS DESCRIBED IN THE OWNER'S DEDICATION HEREON, ALL PIPES SHOWN THUS —●— AND MONUMENTS SHOWN THUS —■— WILL BE SET AT FINISHED GRADE, IN ACCORDANCE WITH CHAPTER 25, ARTICLE 21, SECTION 25.21.25 OF THE ROCKVILLE CITY CODE.

THE TOTAL AREA OF THIS PLAN OF SUBDIVISION IS 71,264 SQUARE FEET OR 1.6360 ACRES OF LAND, 61,813 SQUARE FEET OR 1.4190 ACRES OF WHICH IS DEDICATED TO PUBLIC USE.

JOSHUA G. PRICE
PROFESSIONAL LAND SURVEYOR
MARYLAND REGISTRATION No. 21846
LICENSE EXPIRES 05/31/2026

DATE

THE CITY OF ROCKVILLE PLANNING COMMISSION
ROCKVILLE , MARYLAND

APPROVED _____

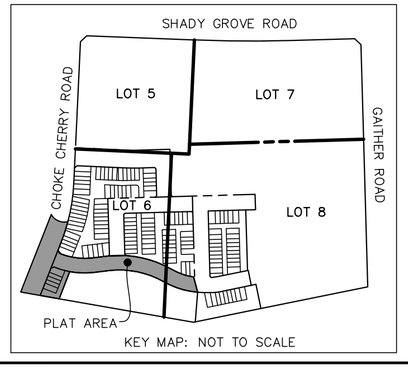
WITHOUT COMMITMENT TO THE INSTALLATION OF WATER, SEWER AND STREETS

CHAIR

CITY MANAGER

DATE RECORDED _____

PLAT NO. _____



KEY MAP: NOT TO SCALE

CURVE TABLE

NO.	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD	DELTA
C1	257.50'	126.71'	64.67'	N37°27'05"E	125.44'	28°11'39"
C2	427.50'	3.26'	1.63'	N23°34'21"E	3.26'	00°26'12"
C3	427.50'	194.97'	99.21'	N46°46'10"E	193.28'	26°07'49"
C4	272.50'	97.88'	49.47'	N49°32'42"E	97.35'	20°34'46"
C5	332.50'	145.77'	74.08'	S47°16'31"W	144.61'	25°07'08"
C6	367.50'	233.99'	121.11'	S41°35'40"W	230.06'	36°28'50"
C7	317.50'	97.26'	49.01'	S32°07'48"W	96.88'	17°33'05"
C8	317.50'	156.24'	79.73'	N37°27'05"E	154.66'	28°11'39"
C9	60.00'	80.40'	47.54'	N53°48'34"E	74.52'	76°46'40"
C10	780.00'	93.00'	46.55'	S41°49'52"E	92.94'	06°49'52"

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

OWNER'S DEDICATION

WE, THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS PLAT OF SUBDIVISION, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE THE RIGHT OF WAY SHOWN HEREON TO PUBLIC USE.

FURTHERMORE, AS OWNER OF THIS SUBDIVISION, OUR SUCCESSORS AND ASSIGNS, WILL CAUSE ALL PROPERTY CORNER MARKERS AND ANY OTHER REQUIRED MONUMENTATION TO BE SET BY A MARYLAND PROFESSIONAL LAND OR PROPERTY LINE SURVEYOR IN ACCORDANCE WITH ARTICLE 21, SECTION 25.21.25 OF THE ROCKVILLE CITY CODE.

THERE ARE NO RECORDED SUITS, ACTIONS AT LAW, LIENS, LEASES, MORTGAGES OR TRUSTS AFFECTING THE PROPERTY INCLUDED ON THIS PLAT.

BXP SHADY GROVE LOT 6 LLC

NAME:
AUTHORIZED SIGNATORY — DATE — WITNESS

BXP SHADY GROVE LOT 8 LLC

NAME:
AUTHORIZED SIGNATORY — DATE — WITNESS

SUBDIVISION PLAT

SHADY GROVE NEIGHBORHOOD CENTER

PLAT 2
LOTS 1-5, PARCEL B, BLOCK A
CLOVE HILL STREET & CHOKE CHERRY ROAD

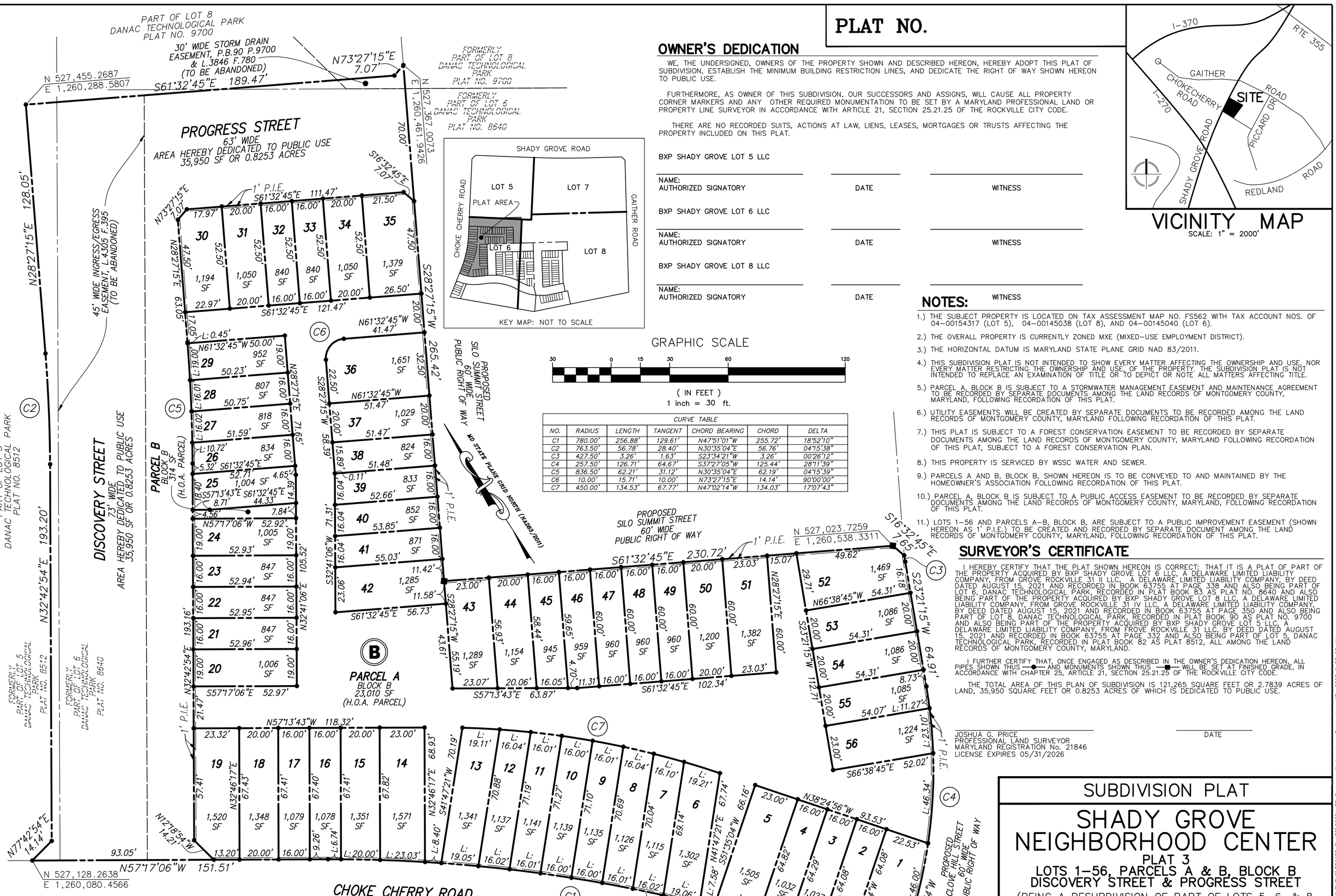
(BEING A RESUBDIVISION OF PART OF LOT 6 & LOT 8, DANAC TECHNOLOGICAL PARK)
4TH ELECTION DISTRICT, CITY OF ROCKVILLE
MONTGOMERY COUNTY, MARYLAND
SCALE: 1" = 40' DATE: AUGUST, 2025

VIKA MARYLAND, LLC
20251 Century Blvd., Suite 400
Germantown, MD 20874
301.916.4100 | vika.com
Our Site Set on the Future.

PLT2025-00633

Y:\50501-51000\50554\CADD\VIKA SURVEYS\RECORD PLATS\50554-RP-2.dwg ~ Wednesday, September 17, 2025 9:52:24 AM

PLAT NO.



30	1,194 SF	17.97'	52.50'	20.00'	22.97'	20.00'
31	1,050 SF	16.00'	52.50'	20.00'		
32	840 SF	16.00'	52.50'	20.00'		
33	840 SF	16.00'	52.50'	20.00'		
34	1,050 SF	20.00'	52.50'	20.00'		
35	1,379 SF	21.50'	47.50'	26.50'		
29	952 SF	19.00'	50.23'	19.00'		
28	807 SF	16.01'	50.75'	16.00'		
27	818 SF	16.02'	51.59'	16.00'		
26	834 SF	16.00'	52.71'	16.00'		
25	1,004 SF	4.65'	44.33'	7.84'		
24	1,005 SF	19.00'	52.93'	19.00'		
23	847 SF	16.00'	52.94'	16.00'		
22	847 SF	16.00'	52.95'	16.00'		
21	847 SF	16.00'	52.96'	16.00'		
20	1,006 SF	19.00'		19.00'		
36	1,651 SF	32.50'	51.47'	20.00'		
37	1,029 SF	20.00'	51.47'	20.00'		
38	824 SF	16.00'	51.48'	16.00'		
39	833 SF	16.00'	52.66'	16.00'		
40	852 SF	16.00'	53.85'	16.00'		
41	871 SF	16.00'	55.03'	11.42'		
42	1,285 SF	11.58'				
43	1,289 SF	23.00'	55.19'	23.07'		
44	1,154 SF	20.00'	56.93'	20.06'		
45	945 SF	16.00'	58.44'	16.05'		
46	959 SF	16.00'	59.55'	11.31'		
47	960 SF	16.00'	60.00'	16.00'		
48	960 SF	16.00'	60.00'	16.00'		
49	960 SF	16.00'	60.00'	16.00'		
50	1,200 SF	20.00'	60.00'	20.00'		
51	1,382 SF	23.03'	60.00'	23.03'		
52	1,469 SF	29.71'	54.31'	16.18'		
53	1,086 SF	20.00'	54.31'	20.00'		
54	1,086 SF	20.00'	54.31'	20.00'		
55	1,085 SF	20.00'	54.07'	L: 11.27'		
56	1,224 SF	23.00'		L: 23.10'		
19	1,520 SF	23.32'	57.41'	13.20'		
18	1,348 SF	20.00'	67.43'	20.00'		
17	1,079 SF	16.00'	67.41'	16.00'		
16	1,078 SF	16.00'	67.40'	9.26'		
15	1,351 SF	16.00'	67.41'	L: 6.74'		
14	1,571 SF	23.00'	67.82'	L: 20.00'		
13	1,341 SF	L: 19.11'	70.88'	L: 19.05'		
12	1,137 SF	L: 16.04'	71.19'	L: 16.02'		
11	1,141 SF	L: 16.01'	71.27'	L: 16.01'		
10	1,139 SF	L: 16.00'	71.10'	L: 16.00'		
9	1,135 SF	L: 16.01'	70.69'	L: 16.00'		
8	1,126 SF	L: 16.04'	70.04'	L: 16.01'		
7	1,115 SF	L: 16.10'	69.14'	L: 16.02'		
6	1,302 SF	L: 19.21'	67.74'	L: 19.06'		
5	1,505 SF	23.00'	64.82'	L: 23.04'		
4	1,032 SF	16.00'	64.29'	L: 16.01'		
3	1,027 SF	16.00'	64.08'	L: 1.91'		
2	1,025 SF	16.00'	64.08'	14.09'		
1	1,595 SF	22.53'	L: 46.00'	16.66'		

VICINITY MAP
SCALE: 1" = 2000'

OWNER'S DEDICATION

WE, THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS PLAT OF SUBDIVISION, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE THE RIGHT OF WAY SHOWN HEREON TO PUBLIC USE.

FURTHERMORE, AS OWNER OF THIS SUBDIVISION, OUR SUCCESSORS AND ASSIGNS, WILL CAUSE ALL PROPERTY CORNER MARKERS AND ANY OTHER REQUIRED MONUMENTATION TO BE SET BY A MARYLAND PROFESSIONAL LAND OR PROPERTY LINE SURVEYOR IN ACCORDANCE WITH ARTICLE 21, SECTION 25.21.25 OF THE ROCKVILLE CITY CODE.

THERE ARE NO RECORDED SUITS, ACTIONS AT LAW, LIENS, LEASES, MORTGAGES OR TRUSTS AFFECTING THE PROPERTY INCLUDED ON THIS PLAT.

BXP SHADY GROVE LOT 5 LLC

NAME:
AUTHORIZED SIGNATORY _____ DATE _____ WITNESS _____

BXP SHADY GROVE LOT 6 LLC

NAME:
AUTHORIZED SIGNATORY _____ DATE _____ WITNESS _____

BXP SHADY GROVE LOT 8 LLC

NAME:
AUTHORIZED SIGNATORY _____ DATE _____ WITNESS _____

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

CURVE TABLE						
NO.	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD	DELTA
C1	780.00'	256.88'	129.61'	N47°51'01"W	255.72'	18°52'10"
C2	763.50'	56.78'	28.40'	N30°35'04"E	56.76'	04°15'38"
C3	427.50'	3.26'	1.63'	S23°34'21"W	3.26'	00°26'12"
C4	257.50'	126.71'	64.67'	S37°27'05"W	125.44'	28°11'39"
C5	836.50'	62.21'	31.12'	N30°35'04"E	62.19'	04°15'39"
C6	10.00'	15.71'	10.00'	N73°27'15"E	14.14'	90°00'00"
C7	450.00'	134.53'	67.77'	N47°02'14"W	134.03'	17°07'43"

NOTES:

1.) THE SUBJECT PROPERTY IS LOCATED ON TAX ASSESSMENT MAP NO. FS562 WITH TAX ACCOUNT NOS. OF 04-00154317 (LOT 5), 04-00145038 (LOT 8), AND 04-00145040 (LOT 6).

2.) THE OVERALL PROPERTY IS CURRENTLY ZONED MXE (MIXED-USE EMPLOYMENT DISTRICT).

3.) THE HORIZONTAL DATUM IS MARYLAND STATE PLANE GRID NAD 83/2011.

4.) THIS SUBDIVISION PLAT IS NOT INTENDED TO SHOW EVERY MATTER AFFECTING THE OWNERSHIP AND USE, NOR EVERY MATTER RESTRICTING THE OWNERSHIP AND USE, OF THE PROPERTY. THE SUBDIVISION PLAT IS NOT INTENDED TO REPLACE AN EXAMINATION OF TITLE OR TO DEPICT OR NOTE ALL MATTERS AFFECTING TITLE.

5.) PARCEL A, BLOCK B IS SUBJECT TO A STORMWATER MANAGEMENT EASEMENT AND MAINTENANCE AGREEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT.

6.) UTILITY EASEMENTS WILL BE CREATED BY SEPARATE DOCUMENTS TO BE RECORDED AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND FOLLOWING RECORDATION OF THIS PLAT.

7.) THIS PLAT IS SUBJECT TO A FOREST CONSERVATION EASEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND FOLLOWING RECORDATION OF THIS PLAT, SUBJECT TO A FOREST CONSERVATION PLAN.

8.) THIS PROPERTY IS SERVICED BY WSSC WATER AND SEWER.

9.) PARCELS A AND B, BLOCK B, SHOWN HEREON IS TO BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION FOLLOWING RECORDATION OF THIS PLAT.

10.) PARCEL A, BLOCK B IS SUBJECT TO A PUBLIC ACCESS EASEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT.

11.) LOTS 1-56 AND PARCELS A-B, BLOCK B, ARE SUBJECT TO A PUBLIC IMPROVEMENT EASEMENT (SHOWN HEREON AS 1' P.I.E.) TO BE CREATED AND RECORDED BY SEPARATE DOCUMENT AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS CORRECT; THAT IT IS A PLAT OF PART OF THE PROPERTY ACQUIRED BY BXP SHADY GROVE LOT 6 LLC, A DELAWARE LIMITED LIABILITY COMPANY, FROM GROVE ROCKVILLE 31 II LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY DEED DATED AUGUST 15, 2021 AND RECORDED IN BOOK 63755 AT PAGE 338 AND ALSO BEING PART OF LOT 6, DANAC TECHNOLOGICAL PARK, RECORDED IN PLAT BOOK 83 AS PLAT NO. 8640 AND ALSO BEING PART OF THE PROPERTY ACQUIRED BY BXP SHADY GROVE LOT 8 LLC, A DELAWARE LIMITED LIABILITY COMPANY, FROM GROVE ROCKVILLE 31 IV LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY DEED DATED AUGUST 15, 2021 AND RECORDED IN BOOK 63755 AT PAGE 350 AND ALSO BEING PART OF LOT 8, DANAC TECHNOLOGICAL PARK, RECORDED IN PLAT BOOK 90 AS PLAT NO. 9700 AND ALSO BEING PART OF THE PROPERTY ACQUIRED BY BXP SHADY GROVE LOT 5 LLC, A DELAWARE LIMITED LIABILITY COMPANY, FROM GROVE ROCKVILLE 31 LLC, BY DEED DATED AUGUST 15, 2021 AND RECORDED IN BOOK 63755 AT PAGE 332 AND ALSO BEING PART OF LOT 5, DANAC TECHNOLOGICAL PARK, RECORDED IN PLAT BOOK 82 AS PLAT 8512, ALL AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND.

I FURTHER CERTIFY THAT, ONCE ENGAGED AS DESCRIBED IN THE OWNER'S DEDICATION HEREON, ALL PIPES SHOWN THUS —●— AND MONUMENTS SHOWN THUS —■— WILL BE SET AT FINISHED GRADE, IN ACCORDANCE WITH CHAPTER 25, ARTICLE 21, SECTION 25.21.25 OF THE ROCKVILLE CITY CODE.

THE TOTAL AREA OF THIS PLAN OF SUBDIVISION IS 121,265 SQUARE FEET OR 2.7839 ACRES OF LAND, 35,950 SQUARE FEET OR 0.8253 ACRES OF WHICH IS DEDICATED TO PUBLIC USE.

JOSHUA G. PRICE
PROFESSIONAL LAND SURVEYOR
MARYLAND REGISTRATION No. 21846
LICENSE EXPIRES 05/31/2026

DATE _____

LEGEND:

SF	SQUARE FEET
L	LIBER
F	FOLIO
N	NORTHING
E	EASTING
ESMT	EASEMENT
H.O.A	HOMEOWNER'S ASSOCIATION
AC	ACRES

THE CITY OF ROCKVILLE PLANNING COMMISSION
ROCKVILLE , MARYLAND

APPROVED _____

WITHOUT COMMITMENT TO THE INSTALLATION OF WATER, SEWER AND STREETS

CHAIR _____ CITY MANAGER _____

DATE RECORDED _____

PLAT NO. _____

SUBDIVISION PLAT

SHADY GROVE NEIGHBORHOOD CENTER

PLAT 3
LOTS 1-56, PARCELS A & B, BLOCK B
DISCOVERY STREET & PROGRESS STREET
(BEING A RESUBDIVISION OF PART OF LOTS 5, 6, & 8, DANAC TECHNOLOGICAL PARK)
4TH ELECTION DISTRICT, CITY OF ROCKVILLE
MONTGOMERY COUNTY, MARYLAND
SCALE: 1" = 40' DATE: AUGUST, 2025

VIKA MARYLAND, LLC
20251 Century Blvd., Suite 400
Germantown, MD 20874
301.916.4100 | vika.com

Our Site Set on the Future.

PLT2025-00634

Y:\50501-51000\50554\CADD\VIKA SURVEYS\RECORD PLATS\50554-RP-3.dwg - Wednesday, September 17, 2025 9:53:08 AM

PLAT NO.

NOTES:

1.) THE SUBJECT PROPERTY IS LOCATED ON TAX ASSESSMENT MAP NO. FS562 WITH TAX ACCOUNT NOS. OF 04-00145038 (LOT 8) AND 04-00145040 (LOT 6).

2.) THE OVERALL PROPERTY IS ZONED MXE (MIXED-USE EMPLOYMENT DISTRICT).

3.) THE HORIZONTAL DATUM IS MARYLAND STATE PLANE GRID NAD 83/2011.

4.) THIS SUBDIVISION PLAT IS NOT INTENDED TO SHOW EVERY MATTER AFFECTING THE OWNERSHIP AND USE, NOR EVERY MATTER RESTRICTING THE OWNERSHIP AND USE, OF THE PROPERTY. THE SUBDIVISION PLAT IS NOT INTENDED TO REPLACE AN EXAMINATION OF TITLE OR TO DEPICT OR NOTE ALL MATTERS AFFECTING TITLE.

5.) PARCEL A, BLOCK C IS SUBJECT TO A STORMWATER MANAGEMENT EASEMENT AND MAINTENANCE AGREEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT.

6.) UTILITY EASEMENTS WILL BE CREATED BY SEPARATE DOCUMENTS TO BE RECORDED AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND FOLLOWING RECORDATION OF THIS PLAT.

7.) THIS PLAT IS SUBJECT TO A FOREST CONSERVATION EASEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND FOLLOWING RECORDATION OF THIS PLAT, SUBJECT TO A FOREST CONSERVATION PLAN.

8.) THIS PROPERTY IS SERVICED BY WSSC WATER AND SEWER.

9.) PARCEL A, BLOCK C, SHOWN HEREON IS TO BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION FOLLOWING RECORDATION OF THIS PLAT.

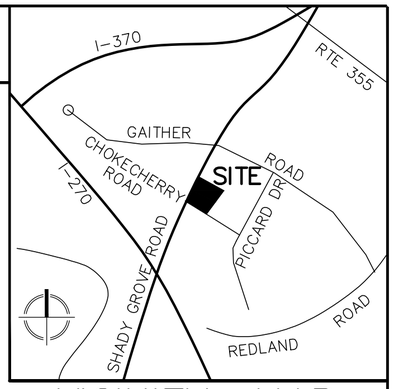
10.) PARCEL A, BLOCK C SHOWN HEREON IS SUBJECT TO A WSSC EASEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT

11.) PARCEL A, BLOCK C IS SUBJECT TO A PUBLIC ACCESS EASEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT.

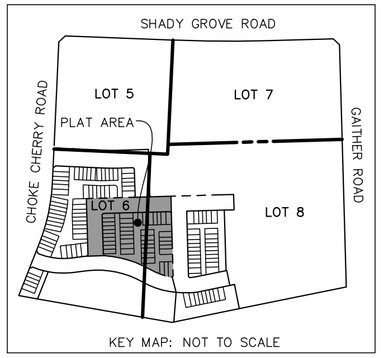
12.) LOTS 1-11, LOTS 27-37, LOT 40 AND PARCEL C, ARE SUBJECT TO A PUBLIC IMPROVEMENT EASEMENT (SHOWN HEREON AS 1' P.I.E.) TO BE CREATED AND RECORDED BY SEPARATE DOCUMENT AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT.

LEGEND:

SF	SQUARE FEET
L.	LIBER
F.	FOLIO
N	NORTHING
E	EASTING
ESMT	EASEMENT
H.O.A	HOMEOWNER'S ASSOCIATION
AC	ACRES



VICINITY MAP
SCALE: 1" = 2000'



KEY MAP: NOT TO SCALE

OWNER'S DEDICATION

WE, THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS PLAT OF SUBDIVISION, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE THE RIGHT OF WAY SHOWN HEREON TO PUBLIC USE.

FURTHERMORE, AS OWNER OF THIS SUBDIVISION, OUR SUCCESSORS AND ASSIGNS, WILL CAUSE ALL PROPERTY CORNER MARKERS AND ANY OTHER REQUIRED MONUMENTATION TO BE SET BY A MARYLAND PROFESSIONAL LAND OR PROPERTY LINE SURVEYOR IN ACCORDANCE WITH ARTICLE 21, SECTION 25.21.25 OF THE ROCKVILLE CITY CODE.

THERE ARE NO RECORDED SUITS, ACTIONS AT LAW, LIENS, LEASES, MORTGAGES OR TRUSTS AFFECTING THE PROPERTY INCLUDED ON THIS PLAT.

BXP SHADY GROVE LOT 6 LLC

NAME:
AUTHORIZED SIGNATORY _____ DATE _____ WITNESS _____

BXP SHADY GROVE LOT 8 LLC

NAME:
AUTHORIZED SIGNATORY _____ DATE _____ WITNESS _____

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS CORRECT: THAT IT IS A PLAT OF PART OF THE PROPERTY ACQUIRED BY BXP SHADY GROVE LOT 6 LLC, A DELAWARE LIMITED LIABILITY COMPANY, FROM GROVE ROCKVILLE 31 II LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY DEED DATED AUGUST 15, 2021 AND RECORDED IN BOOK 63755 AT PAGE 338 AND ALSO BEING PART OF LOT 6, DANAC TECHNOLOGICAL PARK, RECORDED IN PLAT BOOK 83 AS PLAT NO. 8640 AND ALSO BEING PART OF THE PROPERTY ACQUIRED BY BXP SHADY GROVE LOT 8 LLC, A DELAWARE LIMITED LIABILITY COMPANY, FROM GROVE ROCKVILLE 31 IV LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY DEED DATED AUGUST 15, 2021 AND RECORDED IN BOOK 63755 AT PAGE 350 AND ALSO BEING PART OF LOT 8, DANAC TECHNOLOGICAL PARK, RECORDED IN PLAT BOOK 90 AS PLAT NO. 9700 ALL AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND.

I FURTHER CERTIFY THAT, ONCE ENGAGED AS DESCRIBED IN THE OWNER'S DEDICATION HEREON, ALL PIPES SHOWN THUS —●— AND MONUMENTS SHOWN THUS —■— WILL BE SET AT FINISHED GRADE, IN ACCORDANCE WITH CHAPTER 25, ARTICLE 21, SECTION 25.21.25 OF THE ROCKVILLE CITY CODE.

THE TOTAL AREA OF THIS PLAN OF SUBDIVISION IS 94,004 SQUARE FEET OR 2.1580 ACRES OF LAND, 32,835 SQUARE FEET OR 0.7538 ACRES OF WHICH IS DEDICATED TO PUBLIC USE.

JOSHUA G. PRICE
PROFESSIONAL LAND SURVEYOR
MARYLAND REGISTRATION No. 21846
LICENSE EXPIRES 05/31/2026

DATE _____

THE CITY OF ROCKVILLE PLANNING COMMISSION
ROCKVILLE , MARYLAND

APPROVED _____

WITHOUT COMMITMENT TO THE INSTALLATION OF WATER, SEWER AND STREETS

CHAIR _____ CITY MANAGER _____

DATE RECORDED _____

PLAT NO. _____

CURVE TABLE						
NO.	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD	DELTA
C1	272.50'	97.88'	49.47'	S49°32'42"W	97.35'	20°34'46"
C2	427.50'	194.97'	99.21'	S46°46'10"W	193.28'	26°07'49"
C3	15.00'	5.10'	2.57'	S71°16'53"E	5.07'	19°28'16"
C4	15.00'	6.17'	3.13'	S49°45'24"E	6.13'	23°34'41"
C4	272.50'	45.95'	23.03'	S55°00'13"W	45.90'	09°39'43"

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

SUBDIVISION PLAT

SHADY GROVE NEIGHBORHOOD CENTER

PLAT 4
LOTS 1-40, PARCEL A, BLOCK C
SILO SUMMIT STREET

(BEING A RESUBDIVISION OF PART OF LOT 6 & LOT 8, DANAC TECHNOLOGICAL PARK)
4TH ELECTION DISTRICT
CITY OF ROCKVILLE
MONTGOMERY COUNTY, MARYLAND
SCALE: 1" = 40' DATE: AUGUST, 2025

VIKA MARYLAND, LLC
20251 Century Blvd., Suite 400
Germantown, MD 20874
301.916.4100 | vika.com
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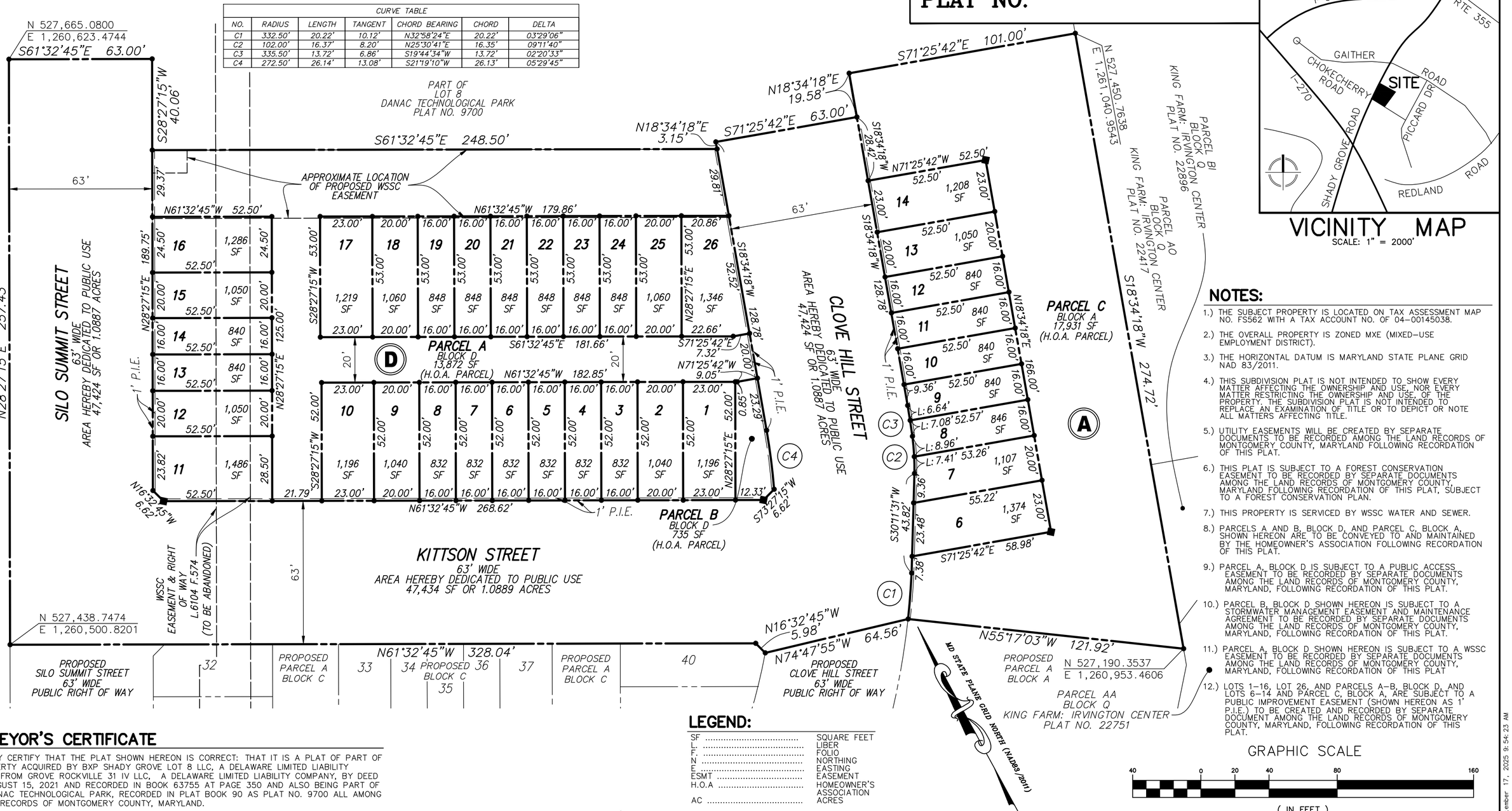
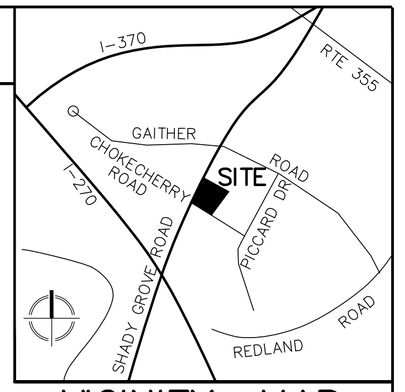
PLT2025-00635

Y:\50501-51000\50554\CADD\VIKA SURVEYS\RECORD PLATS\50554-RP-4.dwg - Wednesday, September 17, 2025 9:53:49 AM

PLAT NO.

CURVE TABLE						
NO.	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD	DELTA
C1	332.50'	20.22'	10.12'	N32°58'24"E	20.22'	03°29'06"
C2	102.00'	16.37'	8.20'	N25°30'41"E	16.35'	09°11'40"
C3	335.50'	13.72'	6.86'	S19°44'34"W	13.72'	02°20'33"
C4	272.50'	26.14'	13.08'	S21°19'10"W	26.13'	05°29'45"





VICINITY MAP
SCALE: 1" = 2000'

NOTES:

1.) THE SUBJECT PROPERTY IS LOCATED ON TAX ASSESSMENT MAP NO. FS562 WITH A TAX ACCOUNT NO. OF 04-00145038.

2.) THE OVERALL PROPERTY IS ZONED MXE (MIXED-USE EMPLOYMENT DISTRICT).

3.) THE HORIZONTAL DATUM IS MARYLAND STATE PLANE GRID NAD 83/2011.

4.) THIS SUBDIVISION PLAT IS NOT INTENDED TO SHOW EVERY MATTER AFFECTING THE OWNERSHIP AND USE, NOR EVERY MATTER RESTRICTING THE OWNERSHIP AND USE, OF THE PROPERTY. THE SUBDIVISION PLAT IS NOT INTENDED TO REPLACE AN EXAMINATION OF TITLE OR TO DEPICT OR NOTE ALL MATTERS AFFECTING TITLE.

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6.) THIS PLAT IS SUBJECT TO A FOREST CONSERVATION EASEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND FOLLOWING RECORDATION OF THIS PLAT, SUBJECT TO A FOREST CONSERVATION PLAN.

7.) THIS PROPERTY IS SERVICED BY WSSC WATER AND SEWER.

8.) PARCELS A AND B, BLOCK D, AND PARCEL C, BLOCK A, SHOWN HEREON ARE TO BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION FOLLOWING RECORDATION OF THIS PLAT.

9.) PARCEL A, BLOCK D IS SUBJECT TO A PUBLIC ACCESS EASEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT.

10.) PARCEL B, BLOCK D SHOWN HEREON IS SUBJECT TO A STORMWATER MANAGEMENT EASEMENT AND MAINTENANCE AGREEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT.

11.) PARCEL A, BLOCK D SHOWN HEREON IS SUBJECT TO A WSSC EASEMENT TO BE RECORDED BY SEPARATE DOCUMENTS AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT

12.) LOTS 1-16, LOT 26, AND PARCELS A-B, BLOCK D, AND LOTS 6-14 AND PARCEL C, BLOCK A, ARE SUBJECT TO A PUBLIC IMPROVEMENT EASEMENT (SHOWN HEREON AS 1' P.I.E.) TO BE CREATED AND RECORDED BY SEPARATE DOCUMENT AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND, FOLLOWING RECORDATION OF THIS PLAT.

LEGEND:

SF	SQUARE FEET
L.	LIBER
F.	FOLIO
N	NORTHING
E	EASTING
ESMT	EASEMENT
H.O.A	HOMEOWNER'S ASSOCIATION
AC	ACRES

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

SURVEYOR'S CERTIFICATE

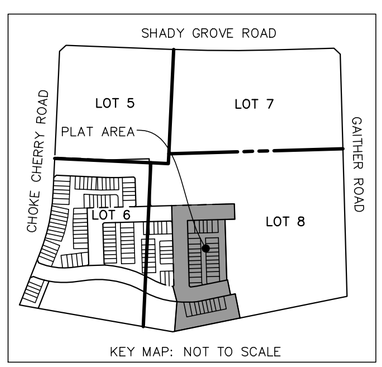
I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS CORRECT: THAT IT IS A PLAT OF PART OF THE PROPERTY ACQUIRED BY BXP SHADY GROVE LOT 8 LLC, A DELAWARE LIMITED LIABILITY COMPANY, FROM GROVE ROCKVILLE 31 IV LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY DEED DATED AUGUST 15, 2021 AND RECORDED IN BOOK 63755 AT PAGE 350 AND ALSO BEING PART OF LOT 8, DANAC TECHNOLOGICAL PARK, RECORDED IN PLAT BOOK 90 AS PLAT NO. 9700 ALL AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND.

I FURTHER CERTIFY THAT, ONCE ENGAGED AS DESCRIBED IN THE OWNER'S DEDICATION HEREON, ALL PIPES SHOWN THUS —●— AND MONUMENTS SHOWN THUS —■— WILL BE SET AT FINISHED GRADE, IN ACCORDANCE WITH CHAPTER 25, ARTICLE 21, SECTION 25.21.25 OF THE ROCKVILLE CITY CODE.

THE TOTAL AREA OF THIS PLAN OF SUBDIVISION IS 114,706 SQUARE FEET OR 2.6333 ACRES OF LAND, 47,434 SQUARE FEET OR 1.0889 ACRES OF WHICH IS DEDICATED TO PUBLIC USE.

JOSHUA G. PRICE
PROFESSIONAL LAND SURVEYOR
MARYLAND REGISTRATION No. 21846
LICENSE EXPIRES 05/31/2026

DATE



KEY MAP: NOT TO SCALE

OWNER'S DEDICATION

WE, THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS PLAT OF SUBDIVISION, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE THE RIGHT OF WAY SHOWN HEREON TO PUBLIC USE

FURTHERMORE, AS OWNER OF THIS SUBDIVISION, OUR SUCCESSORS AND ASSIGNS, WILL CAUSE ALL PROPERTY CORNER MARKERS AND ANY OTHER REQUIRED MONUMENTATION TO BE SET BY A MARYLAND PROFESSIONAL LAND OR PROPERTY LINE SURVEYOR IN ACCORDANCE WITH ARTICLE 21, SECTION 25.21.25 OF THE ROCKVILLE CITY CODE.

THERE ARE NO RECORDED SUITS, ACTIONS AT LAW, LIENS, LEASES, MORTGAGES OR TRUSTS AFFECTING THE PROPERTY INCLUDED ON THIS PLAT.

BXP SHADY GROVE LOT 8 LLC

NAME:
AUTHORIZED SIGNATORY

DATE

WITNESS

THE CITY OF ROCKVILLE PLANNING COMMISSION
ROCKVILLE , MARYLAND

APPROVED _____

WITHOUT COMMITMENT TO THE INSTALLATION OF WATER, SEWER AND STREETS

CHAIR

CITY MANAGER

DATE RECORDED _____

PLAT NO. _____

SUBDIVISION PLAT

SHADY GROVE NEIGHBORHOOD CENTER

PLAT 5
LOTS 1-26, PARCELS A & B, BLOCK D AND LOTS 6-14, PARCEL C, BLOCK A SOLO SUMMIT STREET, KITTSON STREET, & CLOVE HILL STREET

(BEING A RESUBDIVISION OF PART OF LOT 8, DANAC TECHNOLOGICAL PARK)
4TH ELECTION DISTRICT, CITY OF ROCKVILLE
MONTGOMERY COUNTY, MARYLAND
SCALE: 1" = 40' DATE: AUGUST, 2025

VIKA MARYLAND, LLC
20251 Century Blvd., Suite 400
Germantown, MD 20874
301.916.4100 | vika.com
Our Site Set on the Future.

PLT2025-00636

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EXHIBIT "B"

PRIVATE STORMWATER MANAGEMENT SYSTEM

Improvements and Facilities Included in the Private Stormwater Management System

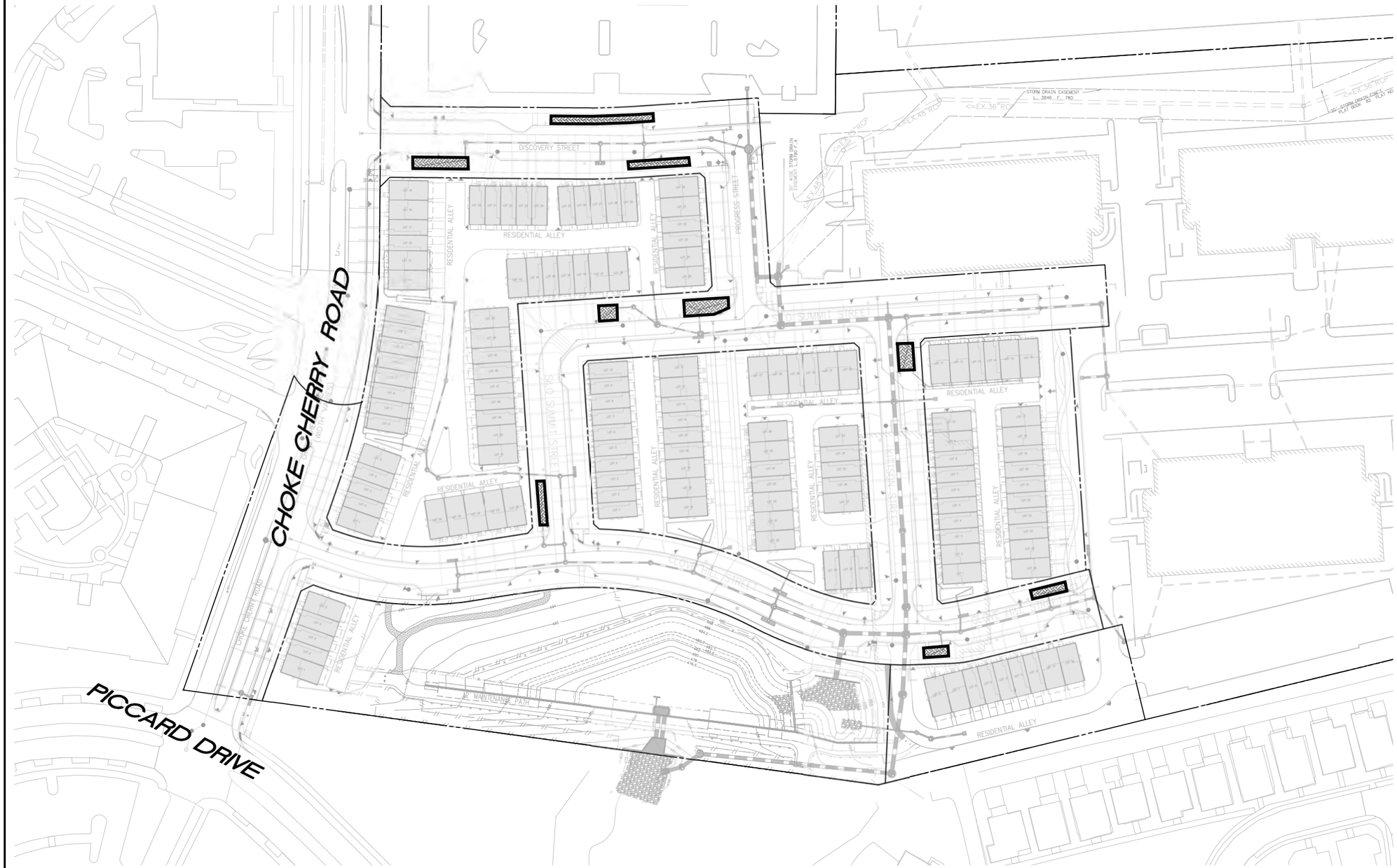
- Micro Bioretention Facility
- Planting Media
- Landscaping within facility footprint
- Surge Stone
- Mulch
- Sand
- Gravel
- Concrete Walls
- Overflow Structure/Cleanout
- Fall Protection (if necessary)
- Storm Drain Pipe to Wall

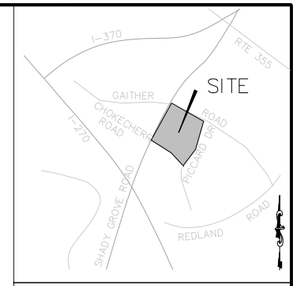
Improvements and Facilities Excluded from the Private Stormwater Management System

- Micro Bioretention Facility
- Storm Drain Pipe from Wall Penetration to Street
- Underdrain
- Other Utility Crossings
- Inlets and Storm Drain Pipe from road to SWM facility
- Curb Cuts and Grass Buffer

EXHIBIT "C"

PRIVATE STORMWATER MANAGEMENT SYSTEM AREA





VICINITY MAP
SCALE 1"=2,000'

PLAN LEGEND

PUBLIC RIGHT OF WAY

STORMWATER FACILITIES LOCATED WITHIN PUBLIC RIGHT OF WAY

VIKA MARYLAND, LLC
20251 Century Blvd., Suite 400
Germantown, MD 20874
301.916.4100 | vika.com
Our Site Set on the Future.

THE INFORMATION, DESIGN AND CONTENT OF THESE DRAWINGS OR DOCUMENTS ARE PROPRIETARY TO VIKA MARYLAND, LLC AND CONSTITUTE ITS PROPRIETARY INTELLECTUAL PROPERTY. THESE DRAWINGS AND/OR DOCUMENTS MUST NOT BE FORWARDED, SCANNED, COPIED, DIGITALLY CONVERTED, MODIFIED OR USED FOR ANY PURPOSE, IN ANY FORMAT, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM VIKA MARYLAND, LLC. VIOLATIONS MAY RESULT IN PROSECUTION. ONLY APPROVED, SIGNED AND SEALED PLANS OR DRAWINGS MAY BE UTILIZED FOR CONSTRUCTION PURPOSES. © 2025 VIKA MARYLAND, LLC

NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	DPW	DATE

APPROVAL OF REVISIONS AFTER INTIAL PLAN APPROVAL

BEFORE BEGINNING CONSTRUCTION
CONTACT
"MISS UTILITY"
AT
WWW.MISSUTILITY.NET
OR
1-800-257-7777
OR 811
AT LEAST 48 HOURS
PRIOR TO EXCAVATION

DESIGNED
DRAFTED
CHECKED

DEPARTMENT OF PUBLIC WORKS
CITY OF
ROCKVILLE
111 MARYLAND AVE. ROCKVILLE, MARYLAND

STORM WATER FACILITIES LOCATED WITHIN THE PUBIC RIGHT OF WAY
EXHIBIT C

SHADY GROVE INNOVATION DISTRICT
SUBDIVISION 0201, LOT 5,6 AND 8
ELECTION DISTRICT NO. 4 CITY OF ROCKVILLE, MARYLAND

DATE SUBMITTED: 01/2025
VIKA JOB NO. VM50554S
SCALE AS SHOWN
SHEET NO. ____ OF ____
FILE #

31000\50554\CAD\TOWNHOMES\PHASE 1 TOWNHOMES\EXHIBITS\OFFICIAL\50554200_SWM IN ROW EASEMENT EXHIBIT.dwg ~ Thursday, October 23, 2025 2:47:44 PM

EXHIBIT "D"

Owner's Maintenance Responsibilities

1. Mow turf grass in facility area.
2. Remove and properly dispose of trash and debris.
3. Replace any dead or diseased plants. If specific plants are not surviving, more appropriate species should be used. Any substitution must be from the City of Rockville "Recommended Plant List for Bioretention Facilities." Watering may be required during prolonged dry periods. Irrigation lines are not permitted within the facility.
4. Prune woody plant material as needed.
5. Split and replant perennial plant material as applicable.
6. Rake mulched areas to maintain a loose, friable layer. Supplement mulch quarterly, 3" total depth of mulch, which includes decomposed material. Rake new mulch into decomposed material to maintain a loose, friable layer.
7. Inspect inflow and outflow points (biweekly, March - November; or monthly, December - February). Remove and properly dispose of debris, silts, sediment and trash from inflow points, within facility or obstructing outflow, accumulation should not exceed one inch. Stabilize any disturbed areas with seed and biodegradable erosion control matting. For small bare patches, seeding in the spring or fall is preferred.
8. Review contributing drainage area for bare areas or erosion. Repair bare areas or erosion as needed. Stabilize any significantly disturbed areas with seed and biodegradable erosion control matting.
9. Perform cursory wet weather dewatering inspection after each significant rain event. Remove blockages as needed and ensure no standing water after a 48-hour period.
10. Repair or restore Fall Protection (safety rail, fence, etc.).

EXHIBIT "E"

City of Rockville's Maintenance Responsibilities

1. Determine if Aesthetic Maintenance has been performed as required. Aesthetic maintenance shall include mowing, weeding, mulching, raking, removal of debris, replacement of landscaping, restoration and repair of existing features including grass, lawn, walkways, trails, fencing, signs, walls and repair due to erosion. Notify the Owner if the Aesthetic Maintenance has been unacceptable or if there are adjustments that are required to meet the Owner's maintenance obligations.
2. Determine if Functional Maintenance actions are required. Functional maintenance shall include mowing of grass once a year, removal of debris or sediment build up that result in clogging or loss of function, life cycle maintenance including replacement of pipes, structures, clogged filters, damaged or inoperable valves, stairs, trash racks and other appurtenances, and repair to the structural integrity of earthen embankments, outfalls and access roads. Functional Maintenance will be based on the results of the City's Inspection, perform Functional Maintenance as needed to insure proper function of the facility. Functional Maintenance will include any actions needed to repair or restore the operational function of the facility.
3. Remediation or replacement of pipes and structures directly related to the facilities, if applicable. Items: Overflow Structure (Precast or Nyloplast), Cleanouts, Outfall Pipe (HP).
4. Remediation or replacement of clogged soil media. Items: Planting Media, Sand, Stone.
5. Remediation or replacement of other appurtenances, if applicable. Items: Pipe (PVC or HP), Riprap.
6. Remediation to ensure structural integrity, if applicable. Items: Concrete Walls (Precast or Cast-In-place), Fall Protection (safety rail, fence, etc.).
7. Replace any plants removed due to remediation or replacement of facility items.

ATTORNEY'S CERTIFICATION

I HEREBY CERTIFY that the within instrument has been prepared by or under the supervision of the undersigned attorney.

Date:_____ _____

INFORMATION FOR RECORDING:

Record Legal Description: _____

Parties: _____

_____

_____

_____

Parcel Identification No.: _____

_____

AFTER RECORDATION, PLEASE MAIL TO:

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MAYOR AND COUNCIL Meeting Date: November 17, 2025
Agenda Item Type: PUBLIC HEARING
Department: CPDS - DEVELOPMENT REVIEW
Responsible Staff: CHRISTOPHER DAVIS

Subject

Public Hearing on Project Plan Application PJT2025-23, an Amendment to the Rockville Center Inc. Planned Development to permit construction of a 147-unit multifamily building for affordable housing, along with a Building Height Waiver and Parking Reduction at 41 Maryland Avenue.

Department

CPDS - Development Review

Recommendation

Staff recommends that the Mayor and Council hold the public hearing.

Discussion

Case: Project Plan PJT2025-00023

Location: 41 Maryland Avenue

Staff: Chris Davis, Senior Planner
Community Planning and Development Services
240.314.8201
cdavis@rockvillemd.gov

Applicant: SCG Development Holdings, LLC, Comstock 41 Maryland, LLC, Comstock 44 Maryland,
LLC

Filing Date: April 3, 2025

Meeting Date: November 18, 2025

Executive Summary
SCG Development Holdings, LLC, along with Comstock 41 Maryland LLC and Comstock 44 Maryland, LLC (collectively known as the "Applicant), has filed a Project Plan application to permit redevelopment of the existing surface parking lot located at 41 Maryland Avenue (the "Property") into a 12-story multi-family residential building containing a maximum of 147 dwelling units for affordable housing. In order to allow this project as proposed, an amendment to the Rockville Center Inc., Planned Development ("PD") is required pursuant to Section 25.14.07 of the Zoning Ordinance. The Applicant has also submitted requests to reduce the on-site parking provided to zero (0) spaces and exceed the maximum building height limitations of the MXTD zone by 17.25 feet.

PD amendments require the filing of a Project Plan amendment application, which may be approved only if the Mayor and Council find that approval of the application will not:

a. Adversely affect the health or safety of persons residing or working in the neighborhood of the proposed project;
b. Be in conflict with the Plan;
c. Overburden existing and programmed public facilities as set forth in Article 20 of the Zoning Ordinance and as provided in the adopted Adequate Public Facilities Standards (APFS);
d. Constitute a violation of any provision of the Zoning Ordinance or other applicable law; or
e. Adversely affect the natural resources or environment of the City or the surrounding areas.

In accordance with Section 25.07.07 of the Zoning Ordinance, the Mayor and Council and Planning Commission were previously briefed on this Project Plan application by the Applicant. The Planning Commission has reviewed and provided a recommendation to the Mayor and

Council on the Applicant's proposal. The Mayor and Council will now hold a public hearing to consider approval of the Project Plan application and associated requests as further detailed in this report. Should the Mayor and Council ultimately approve the Project Plan, the Applicant will be required to submit a subsequent site plan application for consideration by the Planning Commission.

Site Description

Location: 41 Maryland Avenue

Planning Area: Planning Area 1 – Town Center

Land Use Designation: OCRM – Office Commercial Residential Mix

Zoning District: PD-RCI (Planned Development – Rockville Center Inc.) with MXTD (Mixed-Use Transit District) Equivalent Zone

Existing Use: Surface Parking Lot

Proposed Use: 12-story multifamily building with 147 affordable housing dwelling units

Site Area: 0.42 acres (18,150 square feet)

Building Height: 137.25 feet (Maximum 120 feet above the 448' elevation)

Surrounding Land Use and Zoning

	Zoning	**Planned Land Use**	**Existing Use**
North	PD – TS (Planned Development – Town Square)	CRM – Commercial Residential Mix	Multifamily Residential & Commercial
East	PD – RCI (Planned Development – Rockville Center Inc.)	OCRM – Office Commercial Residential Mix	Multifamily Residential & Commercial
South	MXTD (Mixed-Use Transit District) & PARK (Park Zone)	OCRM – Office Commercial Residential Mix & P – Public Park	Commercial & Public Park
West	MXTD (Mixed-Use Transit District)	OCRM – Office Commercial Residential Mix	Multifamily Residential

The Property is identified as Parcel 2-H of the Rockville Town Center subdivision (Plat No. 20464), recorded on June 4, 1997. The Property is approximately 0.42 acres (18,150 square feet) and is located at the southwest corner of Maryland Avenue and East Middle Lane. The Property is a narrow corner lot that is rectangular in shape and mostly flat with a slight upward sloping occurring along its Maryland Avenue frontage. The Property's frontage along East Middle Lane is approximately 82 feet, and the Maryland Avenue frontage is approximately 296 feet.

The site is currently improved with a privately owned surface parking lot that has existed since the late 1990s. The site immediately abuts the Victoria Condominiums building at 24 Courthouse Square to the West, while also abutting the rear of a commercial building to the South at 30 Courthouse Square. A chain-link fence lines the edge of the parking lot with a landscaped area, mature trees, and sidewalks occurring beyond along both frontages.

The Property is within the PD-RCI (Planned Development – Rockville Center Inc.) Zone with an equivalent zone of MXTD (Mixed-Use Transit District) and is subject to the Rockville Center Inc. Planned Development governing documents. The PD was initially approved by the Planning Commission on April 27, 1994, as Preliminary Development Plan PDP94-00001 to allow redevelopment of the former Rockville Mall site with a mixed-use multi-building development consisting of approximately 1.62 million square feet of office, retail and residential land uses, including a mixed-use development on the subject Property with at least 117 dwelling units and 11,260 square feet of retail space. Since the approval of the original PDP, several amendments have also been approved related to other parcels within the PDP, but none were associated with the Property.

On September 21, 1994, the Planning Commission approved Use Permit application USE94-0531 for the construction of a temporary parking lot located on the Property. In reviewing the staff report provided for this application, it was indicated that such a parking lot was intended to be temporary and would, "ultimately be developed as a residential apartment building." Under the PDP, the Planning Commission had previously approved a residential development containing a minimum of 117 dwelling units on the Property.

On February 25, 2004, the Planning Commission approved Use Permit application USE2004-00675 for the temporary use of a 3,840 square foot temporary construction trailer on the existing parking lot to facilitate renovation of Rockville town center. The Use Permit also permitted a 1,440 square foot temporary Chevy Chase Bank location, also related to the ongoing redevelopment. These temporary uses were authorized on the property for a duration of two and one-half years.

Project Description

The Applicant is proposing to remove the existing parking lot and redevelop the Property with a 12-story multifamily building that will contain up to 147 dwelling units for affordable housing. The footprint of the proposed building will envelop most of the property while maintaining the existing sidewalks along both its Maryland Avenue and East Middle Lane frontages. The

Applicant's plans show the building's main access points will be via pedestrian entrances located near the corner of Maryland Avenue and East Middle Lane and will be accompanied by expansive window openings along the street frontages at the ground level to engage with the abutting pedestrian areas. The Applicant has also indicated that the building will employ a variety of exterior materials and projections to create a structure with dynamic massing and vibrant architectural styling consistent with the urban town center area. The building will be approximately 137.25 feet tall. Areas for loading and service vehicles will be provided within the building via a curb cut and vehicular driveway along Maryland Avenue at the southern end of the Property.

The proposed development will include residential amenities such as a fitness room, clubroom, pet spa, bike and package storage, as well as a lobby gathering space. The Applicant also proposes to provide off-site improvements, including several curbside pickup and drop-off spaces along the site's Maryland Avenue frontage. Approximately 27% (4,920 square feet) of the Property will remain as open space, located along the E. Middle Lane frontage, along the western side, and along the southern stem of the property. The project will also include an outdoor terrace along its western property boundary that will service the abutting residential units on the west side of the building on the second floor. Three (3) expanded parking spaces will be designated as pick-up/drop-off areas for the project and located along the site's Maryland Avenue frontage near the intersection with East Middle Lane. Beyond these areas, four (4) existing parking spaces will also be retained along the Property's Maryland Avenue frontage. As the project is proposed to be entirely affordable housing, the Applicant proposes not to provide public use space, pursuant to Section 25.17.01 of the Zoning Ordinance.

As the original PD designated the Property for a minimum of 11,260 square feet of commercial space and a minimum of 117 dwelling units, the Applicant also proposes to modify such uses and intensities to provide the proposed residential development of 147 units. As the PD is proposed to be amended with this proposal, the project is subject to a maximum building height of 120 feet within the equivalent MXTD zone. As the project proposes a building height of 137.25 feet, exceeding the maximum allowance, the Applicant has requested a waiver of the height restrictions as further detailed in the "Project Analysis" section of this report.

The Applicant indicates that the proposed affordable units will be available to a range of households with qualified incomes under the Federal Low Income Housing Tax Credit (LIHTC) and other local housing programs. As part of this application, the Applicant requests modifications to the Moderately Priced Dwelling Unit (MPDU) Declaration of Covenants encumbering the adjacent 44 Maryland Avenue property to allow for certain existing MPDUs from the 44 Maryland Avenue property to be replaced with certain units included in this project. No new construction or physical modifications are proposed on the 44 Maryland Avenue property as part of this application. The Applicant proposes to release and replace the 40 MPDUs currently located at 44 Maryland Avenue with 46 MPDU units to be included in the proposed project (40 existing + 6 additional units). Additionally, the Applicant is proposing 16 additional MPDU units (representing 15% of the project's 101 base units to satisfy the City's MPDU requirements), accounting for a grand total of 62 MPDU's to be provided with the

project. Details on the proposed MPDU modifications are provided in the Applicant's submitted narrative (See Attachment #6 – Project Narrative).

Project Analysis

Master Plan
The project is located within Planning Area 1 (Town Center) of the City of Rockville's Comprehensive Plan, Rockville 2040 ("Plan"), and the Land Use designation applied to the site is OCRM – Office Commercial Residential Mix. The definition of OCRM in the Plan is described as, "a wide choice in mixing office, commercial, and residential uses. Uses such as research & development, breweries, distilleries, and small manufacturing may be appropriate if they do not adversely impact surrounding properties. In some locations, the Plan indicates where commercial is strongly preferred along street frontage." Staff finds that the subject development proposal is not in conflict with the Plan, as further explained in the 'Findings' section of this report.

Height Waiver (WAV2025-00015)
The original 1994 PDP approval established height and massing requirements for buildings within this planned development. The Property was designated with a maximum height of 100 feet above the 448-foot elevation. This elevation corresponds to the elevated Promenade Park and pedestrian overpass connecting to Rockville Metro Station, which were key components for open space and pedestrian access within the development at the time of the original approval. This elevation also serves as the reference point for height and massing for the overall planned development. The Applicant has proposed to exceed the height requirements for the Property to allow for flexibility in the final engineering of the building. The Applicant has provided a graphic depiction of the proposed elevation of the building height in relation to the requirements within their submitted materials (See Attachment #4 – Plan Documents).

While the PDP prescribed such height limits to the Property, the designated MXTD equivalent zoning establishes the height requirements applicable to this project. Pursuant to Section 25.14.07.d.3.(iii), the development standards of the equivalent zone for a planned development zone apply to the redevelopment of any portion of a planned development with new development that is not in substantial compliance with the planned development governing documents. The proposed change in building uses and intensities triggers the development standards of the MXTD zone, including height, to apply to this project. The Applicant requests a waiver of the maximum building height standards of the site's equivalent MXTD zone to permit a maximum building height of 137.25 feet in lieu of the required 120 feet, representing a reference height of 120 feet above the 448-foot elevation.

Pursuant to Section 25.14.07.d.4. the approving authority may waive the application of one or more of the development standards of the equivalent zone upon finding that the applicant has shown good cause as to why the development standard should not apply to any portion of the planned development project. In determining whether the burden of establishing good cause

has been met, the Approving Authority must consider four (4) criteria outlined below and followed by the staff's analysis related to the subject request.

(a) Whether the development standard of the equivalent zone is compatible with the completed portions of the planned development;

Staff Response: The 120-foot maximum height standard of the MXTD zone (approximately 104 feet above the 448-foot elevation) is compatible with portions of the planned development. The building heights of the Property and adjacent sites within the PD are listed below:

Building Heights in the Rockville Center Inc. PD		
Building Site	Building Height (relative to 448' elevation)	Building Height (per Zoning and Building Measuring Point)
Subject Property (41 Maryland Ave.)	100' (approved) **120' (proposed)**	120' (required) **137.25' (proposed)**
BLVD 44 (44 Maryland Ave.)	212' (max. approved)	144' (per USE2006-00699)
BLVD Ansel (198 E. Montgomery Ave.)	235' (max. approved)	173' (per USE2006-00699)
255 Rockville Pike	217' (max. approved)	~70' (per USE1984-00300)

As shown in the table above, the proposed building height measured by the Zoning Ordinance at 137.25 feet is within the existing ranges of neighboring building heights ranging from 70 feet to 173 feet, and thus is compatible with the PD.

(b) Whether applying the development standard of the equivalent zone is consistent with good planning and design principles.

Staff Response: The Town Center Master Plan (TCMP), adopted by Mayor and Council on January 27, 2025, established three new character areas for Town Center and recommends that revised zoning should increase building heights to meet the city's housing goals and attract new residents to Town Center. The Core Character area, covering the Property, recommends heights up to 200 feet, beyond the current MXTD zone maximum height of 120 feet. The city is currently expecting to implement these zoning standards through the Zoning Ordinance Rewrite (ZOR). Thus, the development standard of the equivalent zone is not consistent with the city's planning goals for the Town Center area, and updates to such height standards are anticipated with the adoption of the ZOR. The request is consistent with good planning and design principles.

(c) Whether applying the development standard of the equivalent zone is reasonable and practically feasible. The cost of applying the standard may, but does not necessarily, demonstrate that applying the development standards of the equivalent zone is reasonable or practically feasible; and

Staff Response: Given the planning goals expressed in the Comprehensive Plan to increase housing in Town Center, and the recommendations of the TCMP of increasing building heights to facilitate such housing production, it is not reasonable to apply the 120-foot maximum building height to the subject development as it would reduce the number of units that could be produced on the Property, contrary to the TCMP recommendations. Furthermore, given the specific size constraints of the Property previously mentioned, it is not practically feasible to recommend additional housing and building heights for the Property and then limit such Property by applying an inconsistent development standard.

(d) Such other factor as the Approving Authority reasonably deems appropriate.

Staff Response: The Applicant has indicated that the additional height is requested purposely to provide flexibility in the final selection of construction materials (concrete versus steel construction), which have different floor-to-floor requirements. These material details are anticipated to be finalized later in the development process at the time of permitting, when comparable construction costs can be better determined.

Staff finds that the additional height requested by the applicant meets the criteria for approval of waiving the designated equivalent MXTD zone height standard as requested by the Applicant and is reasonable to facilitate the final design of the project. Staff recommends approval of the requested height waiver.

Parking Reduction (WAV2025-00016)

As part of this Project Plan application, the Applicant requests a parking reduction pursuant to Section 25.16.03.h of the Zoning Ordinance to reduce the required number of parking spaces to zero (0) on-site spaces in the equivalent MXTD Zone. The Mayor and Council, as the approving authority for the Project Plan application, may authorize such a reduction if the request meets certain criteria specified in the Zoning Ordinance. It should be noted that the Mayor and Council adopted Zoning Text Amendment (ZTA) TXT2025-00269 on March 24, 2025, to implement the recommendations of the Town Center Master Plan through the establishment of three (3) Town Center interim comprehensive plan floating zones. The ZTA exempts properties in Town Center from minimum parking requirements through rezoning to a specific Town Center interim comprehensive plan zone. However, the Applicant is not requesting a rezoning of the Property with this Project Plan application, and thus, the parking reduction is necessary to modify the parking requirement for this project.

For the proposed 147-unit multifamily building, the Applicant anticipates several different unit types to be provided, including studios (22 units), 1-bedrooms (81 units), 2-bedrooms (22 units), and 3-bedrooms (22 units), with the final unit mix to be determined later at the time of final engineering. Per Section 25.16.03 of the Zoning Ordinance, such a unit mix would require a minimum count of 169 parking spaces. The Applicant proposes not to provide any on-site parking spaces nor any dedicated off-site parking spaces for the project and has provided

justification for the parking reduction with this Project Plan application (See Attachment #7 – Parking Reduction Request). Staff's analysis of the request and recommendation is provided below.

Section 25.16.03.h.1

The Mayor and Council, in the approval of a project plan, or the Planning Commission, in the approval of a site plan within the MXTD, MXCD, MXE, MXNC, and PD zones, have the authority to reduce the required number of parking spaces for uses in the building or buildings to be constructed, provided that:

(a) A major point of pedestrian access to such building or buildings is within seven-tenths of a mile (3,696 feet) walking distance of a transit station entrance shown on the Washington Metropolitan Area Transit Authority (WMATA) Adopted Regional Rail Transit System; or

Staff Response: The site meets this criterion. The Property is within 1,500 feet walking distance of the Rockville WMATA Metro station and can be accessed via existing sidewalks on East Middle Lane to MD 355 or East Montgomery Avenue to the MD 355 pedestrian overpass.

(b) There are three (3) or more bus routes in the immediate vicinity of the building or buildings; or

Staff Response: The site meets this criterion. The Property is served by four (4) bus routes in the immediate vicinity of the building including, Ride-On bus routes 45, 55, 301, and Metrobus route M82.

(c) There is a major public parking facility available to the public within one thousand (1,000) feet of a building entrance; or

Staff Response: The site meets this criterion. There are several public parking facilities in the vicinity of the site, including the Rockville Town Square Garages A, B, and C, located north of the Property and all within 800 feet of the site. Several other garages are located within mixed-use buildings just to the east of the Property including, those located at 44 Maryland Avenue (BLVD 44), 33 Monroe Street (BLVD Ansel), 255 Rockville Pike, and 51 Monroe Street.

(d) Where the size of the lot is so small that meeting the parking requirement would prevent redevelopment; or

Staff Response: The site meets this criterion. The Property is approximately 0.42 acres and is relatively narrow in width at approximately 82 feet wide. The properties surrounding the site are characterized by widths of at least 150 feet. The Applicant has indicated that the narrowness of the property renders the property infeasible for

meeting the site's parking requirement due to the dimensions needed to provide parking in accordance with the Zoning Ordinance and conflicts with meeting building and structural requirements. For example, the Applicant explored implementing an internal parking garage at the ground floor level and found that structural support columns would need to be located in areas that would conflict with the drive aisle and parking spaces, thus making such a garage area deficient to meet the parking requirements.

(e) Where there is a bikeway in close proximity to the site and the applicant demonstrates that the uses in the proposed development are conducive to bicycle use; or

Staff Response: This criterion is met. Existing separated bike lanes run along the Property's frontage along East Middle Lane. The abutting Maryland Avenue to the site's east is a signed shared roadway to accommodate both automobiles and bicycles. The location of the site within Rockville's urban center and its grid of blocks and streets makes the proposed residential development conducive to convenient bicycle usage to access neighboring businesses and destinations efficiently and safely through existing facilities. The existing facilities serving the site will help connect residents to MD355 to the east, Town Square and Montgomery College to the north, the Rockville Swim Center and local parks to the west and south, among other prominent areas in the city.

(f) For any other good cause shown.

Staff Response: This criterion is met. The Applicant proposes a 100% affordable multi-family residential project that will bring additional affordable housing to Rockville as recommended by the Comprehensive Plan. The Town Center Master Plan (TCMP) further identifies the Property as a Focus Area property and specifically notes that, "any on-site parking requirements should be waived due to the site's limited size, prime Town Center location, nearby structure parking options, and transit access." Such a recommendation demonstrates the priority for housing in this location and the anticipation of reduced parking provisions for affordable housing at this location. While the project will be marketed without the need for parking, the Applicant has also provided a parking study demonstrating that there are several parking facilities in the vicinity of the site that offer parking opportunities for future residents who may choose to own a vehicle. The Applicant has indicated site constraints to this Property, which make providing on-site parking infeasible, and reductions of the parking requirements will further facilitate production of a 100% affordable housing product on a unique parcel within Town Center, and in a location with access to several alternative methods of transportation.

Finding that the request meets all six (6) of the established criteria in considering a reduction in parking standards in the equivalent MXTD zone, and that the proposed reduction of parking is consistent with recommendations of the TCMP, staff recommends approval of the requested parking reduction.

Public Notification and Engagement

Notifications of the Project Plan application and this Mayor and Council public hearing were made consistent with City Code requirements. In addition, the Applicant held a virtual pre-application area meeting on January 21, 2025, which 29 members of the public attended. The Applicant held a virtual post-application area meeting on April 29, 2025, which 15 members of the public attended.

Among the items discussed at both meetings, attendees voiced concerns about the lack of parking proposed with the project, visual and privacy impacts to abutting properties, potential negative impacts to neighboring property values, adequate public facilities, and possible disturbances to neighbors during the construction phase of the project.

The Applicant also held an in-person meeting at the neighboring Victoria Condominiums on February 13, 2025, to discuss the project further with residents and condo owners.

As of the date of this report, staff have received 34 emails from the public providing commentary on the project, including several residents of the abutting Victoria Condominiums, many of whom have expressed either concerns or opposition to the project (See Attachment #9 – Public Testimony). Several concerns were expressed by members of the public, including impacts on adjacent residents such as construction noise, air pollution, public safety, and potential reduction in adjacent real estate values. Adjacent residents have also expressed concerns about the obstruction of views for adjacent residents due to the new building and the project timeline, with construction anticipated for the next two years and disruption to neighbors during such time. In response to this feedback, the Applicant has revised the design to relocate balconies that were initially shown along the western façade to confront the adjacent Victoria Condominiums; the revised design has removed such balconies to avoid creating direct views to existing confronting balconies. The Applicant has also revised plans for an outdoor terrace along the building's western property line abutting the Victoria property so that the terrace will be lower than the existing terrace level along the property line, so there are no conflicts with direct views from terrace to terrace. The Applicant has also expressed, and the City and others with jurisdiction will confirm, that they will follow all applicable requirements to maintain public safety during and after construction.

Additional public engagement opportunities will be scheduled at a later time as described in the 'Next Steps' section of this staff report.

Boards and Commissions Review

In accordance with Section 25.07.07.6 of the Ordinance, the Planning Commission was briefed on this Project Plan application on May 14, 2025, and the Mayor and Council were briefed on May 19, 2025. At the briefings, the Planning Commission and Mayor, and Council asked questions and offered suggestions concerning the development proposal.

The Commission asked for clarification from the Applicant on the need for the requested building height waiver, and the Applicant responded that the additional height was requested to provide flexibility in determining building materials at final engineering, which may slightly impact the final building height. The Commission also inquired about building separation and setbacks from the adjacent Victoria Condominium building to the proposed building. The Applicant indicated that the facades of each building would have an approximate separation of 30 feet. Commissioners also asked for clarification on the proposed pick-up and drop-off areas, and the applicant indicated that designated spaces proposed in front of the building along Maryland Avenue would allow for both pick-up and drop-off of residents using car ride services like Uber or Lyft, and such spaces could also accommodate deliveries to the building. Such drop-off areas would result in a restriping of existing parallel spaces along Maryland Avenue, but such spaces would be retained with the project.

The Mayor and Council further inquired about aspects of the project, including the proposed amenities and how they would relate to the neighboring Comstock properties to the east. The Applicant responded that the subject project was intended to function independently of the Comstock properties and would offer separate amenities to its residents, including a mail room, package and bicycle storage, fitness area, club room, and leasing office. Upon additional questioning on parking from the Mayor and Council, the Applicant expressed that Comstock ownership has indicated a willingness to provide parking leases to future residents of the project within their neighboring parking garages.

The Applicant also provided clarification on the purpose of transferring MPDU units from the 44 Maryland Avenue building to the subject project, noting that such efforts would further assist in the financing for the affordable housing project and would provide additional MPDU units with a new 99-year lease, which would result in a much longer extension of the existing 44 Maryland Avenue MPDU units. The Applicant also indicated that the project would be marketed to incomes at established percentages of local Area Median Incomes (AMIs) and that the MPDUs provided would be comparable in size to those currently found at 44 Maryland Avenue.

At the time of this report, the Planning Commission is scheduled to review and provide a recommendation on the Project Plan application at its November 12, 2025, meeting. The Commission's recommendation will be forwarded to the Mayor and Council separately from this report.

The Mayor and Council emphasized the importance of accounting for future residents' experience and encouraged the Applicant to consider issues such as informing and assisting current residents of 44 Maryland Avenue in plans to replace and move such units to the proposed project. Beyond the questions and comments provided at the briefings, the Planning Commission and the Mayor and Council were generally supportive of the project. A tenant relocation plan will also be provided, outlining how relocation of the MPDU units will occur and is further detailed in Condition #16 of the "Conditions" section of this report.

Findings

In accordance with Section 25.14.07.e.2, any proposal to amend the Planned Development Governing Documents must comply and be processed in accordance with the requirements for a Project Plan as set forth in Article 7. Pursuant to Section 25.07.01.b.2, a Project Plan may be approved only if the Mayor and Council find that the approval of the application will not:

(i) Adversely affect the health or safety of persons residing or working in the neighborhood of the proposed project:

The Applicant's proposal will replace an underutilized surface parking lot with a residential development, just as was contemplated with the site's 1994 PDP approval. The Property will establish multi-family residential units within a structure that will span several stories and provide exterior facades near the street to produce an urban residential building that will abut existing wide sidewalks with street tree plantings. The surrounding properties to the west, north, and east are all improved with multi-family residential uses. The project will thus provide a building form and site use consistent with those established in Town Center.

Through the adoption of the Comprehensive Plan and the most recent TCMP, the city has established policies to encourage additional residential units, and specifically affordable housing units, in Town Center and on the Property. The addition of residential uses to an urban mixed-use area will not adversely affect the health or safety of residents working in the neighborhood, but instead will be congruent with uses and building forms already established in the area and will align with the vision and policy adopted by the city. Beyond the requested relief for parking and height, the Project will comply with the requirements of the Zoning Ordinance and other regulations to ensure health and safety, and such compliance will further be reviewed at the time of site plan application.

(ii) The Project Plan will not be in conflict with the Plan.

This Project Plan is not in conflict, but instead, is consistent with the City's 2040 Comprehensive Plan. The Property is a designated Focus Area in the Town Center Master Plan (TCMP, page 36), which was adopted as an amendment to the Comprehensive Plan. This Focus Area section encourages at least 100 residential units to be developed on this property. This proposal exceeds the recommended minimum. In addition, increasing the number of homes, both within Town Center specifically and the City as a whole, is a general recommendation found throughout the Housing chapters of both the TCMP and the Comprehensive Plan.

The associated request for a parking reduction for this project, to a minimum of zero parking spaces, is also consistent with the TCMP. The Focus Area section for this property (page 36) states that "any on-site parking requirements should be waived

due to the site's limited size, prime Town Center location, nearby structured parking options, and transit access."

The Comprehensive Plan calls for the development of additional affordable housing throughout Rockville. This project is proposing the development of 147 new affordable housing units. There are several other compatibilities within the proposed project and the Housing chapter of the Comprehensive Plan, including:

- Housing Action 2.3: "Work with neighborhoods to promote small-scale infill and redevelopment projects that will diversify the housing stock and lower per-unit land costs for new housing, including townhouses, rowhouses, duplexes, triplexes, fourplexes, and small multiple-unit properties." Page 199
- Housing Action 3.1: "Allow new housing in locations where amenities and infrastructure already exist, and that are compatible with the existing neighborhood." Page 200
- Housing Action 10.5: "In areas near transit, consider reducing parking requirements to build parking spaces for MPDU units in exchange for more affordable units, while requiring that occupants of MPDUs have equal access to parking spaces built in the overall project." Page 209

The recently adopted TCMP is a replacement for the Planning Area 1 chapter of the Rockville 2040 Comprehensive Plan. The adopted TCMP includes goals, policies, and actions that are relevant to this development proposal:

- Focus Areas: 41 Maryland Avenue: "Encourage residential development of at least 100 units. If the existing, approved planned development for the parcel is modified, encourage the development of even more residential units on the site. Ground-floor retail should not be required. Any on-site parking requirements should be waived due to the site's limited size, prime Town Center location, nearby structured parking options, and transit access." Page 36.
- Housing Goal 8: "Increase the number of affordable homes with Town Center." Page 64
- Housing Action 8.1.5: "Actively work with public, private, and philanthropic institutions to assist in the development of affordable housing in Town Center." Page 64

(iii) Overburden existing and programmed public facilities as set forth in Article 20 of the Zoning Ordinance and as provided in the adopted Adequate Public Facilities Standards;

The project will not overburden existing and programmed public facilities as set forth in Article 20 of the Zoning Ordinance and as provided in the adopted adequate public facilities standards.

Schools

The property is served by the Richard Montgomery Cluster Area (Beall Elementary School, Julius West Middle School, and Richard Montgomery High School) and is located within an Infill School Impact Area. It should be noted that the PDP originally approved 117 dwelling units on this property and such units are approved for adequate public facilities through November 1, 2030, pursuant to Section 25.20.04.a.2. of the Zoning Ordinance. Thus, the proposed development is being evaluated based on the net new 30 units being created beyond the original 117 units originally approved. Using the corresponding Montgomery County FY2025-2030 Student Generation Rates, the proposed net new units will generate the following number of students:

- 1 student at the elementary school grade level;
- 0 students at the middle school grade level;
- 1 student at the high school grade level

The current school test standards of the Adequate Public Facilities Standards (APFS) utilize a seat deficit and capacity percentage calculation to determine adequacy. The maximum permitted capacity level is 120% and no more than a 110-seat capacity deficit in elementary schools and a 180-seat capacity deficit in middle schools. The proposed development meets these standards at all three grade levels as shown in the table below.

School Test: Seat Deficit ≥ 110 Seats (Elem.) or ≥ 180 (Middle) and Percent Utilization >120% (Elem., Middle, and HS) = Moratorium						
School Type (Richard Montgomery Cluster)	Projected 2029-30 Enrollment	Students Generated by Proposed Development	100% MCPS Program Capacity 2029-30	Enrollment Including Proposed Development	School Percent Utilization in 2029-2030	School Percent Utilization in 2029-30 with Proposed Development
Beall ES	440	1	663	441	66.4%	66.5%
Julius West MS	1,404	0	1,432	1,404	98.0%	98.0%
Richard Montgomery HS	2,604	1	2,236	2,605	116.5%	116.5%

Traffic and Transportation

Staff has completed a comprehensive transportation review per the requirements of the Zoning Ordinance and in accordance with the City of Rockville Comprehensive

Transportation Review (CTR) guidelines (2018) and concludes that the existing and proposed transportation infrastructure will continue to provide safe and efficient multimodal access to the site with the proposed redevelopment.

Site Analysis

The subject site is located approximately 0.2 miles or a 5-minute walk from the Rockville Metro Station, and as defined by Appendix C of the City of Rockville's CTR guidelines, the subject site is within the designated Rockville Metrorail Transit Oriented Area.

Trip Generation

As recommended by the CTR, the Trip generation for the proposed redevelopment was based on the methodology outlined in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, and the potential development of up to 147 affordable residential units. Trip generation rates for "Affordable Housing" (Land Use Code 223) with Income Limits as the subcategory were used in calculations for the proposed land use. The vested land use for the subject site, per the approved Preliminary Development plan (PDP94-0001), consists of 117 dwelling units and 11,260 square feet of ground floor retail. Using the Trip generation rates for the "Multifamily Housing (Mid-Rise)" (Land Use Code 221), and "Strip Retail Plaza (<40k)" (Land Use Code 822) for the approved and vested uses, the detailed trip generation comparison calculations for the vested, and proposed uses and the net total site-generated vehicle trip results are summarized in the table below.

Land Use	**AM Peak**	**PM Peak**
Proposed		
147 affordable residential apartment units	66	40
Subtotal	66	40
Vested and Approved Uses		
117 multifamily residential units	40	46
11,260 SF of retail uses	31	85
Subtotal	71	131
Net Fewer Trips Generated	**-5**	**-91**

As shown, the proposed all-affordable residential apartment building with no more than 147 units is expected to generate 5 and 91 fewer trips than the vested existing and approved development in the morning and afternoon peak hours, respectively.

Based on the above trip generation findings, and per the requirements of the CTR, an on-site Transportation Report focusing on the adequacy of site access vehicle

access points, on-site circulation, transit, pedestrian, bicycle accessibility, and accommodations was submitted and reviewed by staff.

Access and Circulation

The property has frontage along East Middle Lane and Maryland Avenue, and both of these roadways are considered Business District roadways by the City of Rockville. There is an existing curb cut on East Middle Lane, which provides ingress and egress access to the interim surface parking lot, which will be closed as part of this project. The submitted plan instead proposes a new curb cut along Maryland Avenue to access the site's loading area. Besides the proposed loading and trash pick-up area, no on-site parking is proposed. Currently, there are eight (8) on-street parking spaces with a 2-hour limit from 7AM-10PM Monday to Saturday

The largest vehicle that will access the site is a firetruck. The maximum truck size allowed in the loading area is a 30' truck, and such loading and trash trucks are required to access the site via the proposed curb cut on Maryland Avenue with back-in and head-out maneuvers on Maryland Avenue. There will be no back-in maneuvering from northbound Maryland Avenue, and vendors/deliveries/residents using the loading area will be informed of this restriction.

The Applicant is required to oversee the use of the loading area and to ensure residential move-ins/move-outs and maintenance/repair service calls are scheduled to reduce potential conflicts or overbooking of the loading area. Only authorized vehicles will be allowed to use the loading area. The Applicant is also required to make sure all building residents will reserve the loading area for move-in/move-outs and furniture deliveries.

Visitor Parking

A parking reduction is proposed per the Flexible Parking Requirements Reduction under Section 25.16.03.h that would allow the 41 Maryland Avenue residential development to be constructed without any on-site parking.

For pick-up and drop-off activities, the city has agreed to designate a maximum of three (3) existing on-street parking spaces along the Maryland Avenue frontage as pick-up/drop-off spaces with a 10-minute limit on parking/standing. To optimize pick-up/drop-off operations and ensure occupancy of the right of way is minimized, the applicant must make sure a luggage cart, dolly, and flatbed cart will be available in the lobby at all times.

Pedestrian and Bicycle Access

Along all surrounding roadways and direct routes to the Rockville Metrorail Station, buffered sidewalks are present and generally in good condition. As shown on the submitted plan, the Project will rebuild the sidewalk along the site frontage on East Middle Lane with a 7' sidewalk and 6' buffer, and along Maryland Avenue, the new

sidewalk would be 8’ wide with a 7’ planting strip buffer. Also, a new curb extension will be constructed along the southwest corner of the East Middle Lane and Maryland Avenue intersection.

Consistent with the City of Rockville’s Bikeway Master Plan, buffered bike lanes are available along the site frontage on East Middle Lane. A signed shared roadway exists along the site frontage along Maryland Avenue. These facilities help to connect the site to other nearby networks of bike lanes and signed shared roadways.

The Project also satisfies zoning requirements for bicycle parking. Six (6) short-term bicycle parking spaces are proposed in addition to the provision of a ground-floor bike room with approximately 49 long-term bike storage spaces.

Transit Access

The Rockville Metrorail/Marc and Amtrak Station is the nearest transit station, located approximately 0.2 miles east of the site along Rockville Pike. The Rockville Metrorail station is on the WMATA Red Line, which runs from the Shady Grove station to Glenmont in Silver Spring and connects with the other five (5) Metrorail lines, allowing access to much of the Washington, D.C. area via transit. The Rockville MARC train station is served by the Brunswick MARC Line, traveling between Martinsburg, West Virginia, and Union Station in Washington, D.C.

There are two (2) bus stops immediately adjacent to the site; one on the eastbound East Middle Lane frontage and another station on westbound East Middle Lane closer to the Gibbs Street intersection. These bus stops serve one (1) WMATA bus route (T2) and three (3) Montgomery County Ride On Bus routes (45, 55, 301).

As part of the project, the bus stop along the East Middle Lane frontage will be improved with a concrete bus pad.

Water and Sewer

In a letter dated October 6, 2025, the proposed development received Water and Sewer Authorization approval from the Department of Public Works (DPW) for connection to the City’s water and sanitary sewer systems. The applicant will construct a new water main extension and water and sewer service connections to serve the development. The Water and Sewer Authorization Letter lists specific conditions of approval.

(iv) Constitute a violation of any provision of the Zoning Ordinance or other applicable law;

Staff has reviewed the proposed development for compliance with the Zoning Ordinance and finds that the development proposal is consistent with the Ordinance

requirements, aside from the regulations relevant to the requested relief. For the instances where relief are sought, staff concurs that the waiver criteria are met, and the waiver and reduction should be granted.

All other development standards, including open area requirements, are met at this Project Plan stage of the development project. The Zoning Ordinance requires a minimum of 15% open area, and the Applicant has reserved enough land area to comply with this requirement. Since the Applicant is proposing a development entirely of affordable housing units for households with incomes at or below the area median income limits, the project is exempt from the public use space requirement, pursuant to Section 25.17.01.e of the Zoning Ordinance. The proposed residential use is consistent with the uses identified in the land use table in the Zoning Ordinance for the equivalent MXTD Zone and is also consistent with the Comprehensive Plan and TCMP. Given that the project will be entirely affordable housing, the project is also exempt from compliance with the Publicly Accessible Art in Private Development Ordinance per exemption 2 of Sec. 4-44(d) of the city code.

The requirements under Sections 25.13.06 (Additional design guidelines) and 25.13.07.a (Special design regulations for individual mixed-use zones – MXTD) will ensure that thoughtful and sensitive design is utilized in the project. Compliance with these sections will be confirmed during site plan review.

Newly constructed sidewalks and pedestrian elements within the right-of-way shall comply with the criteria for pedestrian access routes of the US Access Board's Public Right-of-Way Accessibility Guidelines (PROWAG). Where the running slope of a sidewalk exceeds 1:20 (5.0%), such sidewalk or portion thereof shall comply with the requirements for ramps found in section R304 of PROWAG, unless otherwise excepted by the technical requirements. Conformance with other requirements, including but not limited to other zoning requirements, city codes, and the building code, and DPW standards and specifications, will be confirmed through the site plan, permit review, or other applicable process.

(v) Adversely affect the natural resources or environment of the City or surrounding areas.

Stormwater Management

Stormwater Management (SWM) for this project will be provided in compliance with the Pre-Application SWM Concept Approval Letter dated October 13, 2025. The Pre-Application SWM Concept Approval Letter lists project-specific conditions of approval. The Project intends to meet the redevelopment requirements of on-site stormwater management for both Environmental Site Design (ESD) and Channel Protection Volume (CpV) through a stormwater management facility. The proposed

ESD facility is a micro-bioretention planter box located on the south side of the site. A monetary contribution is being provided by the applicant in lieu of providing on-site quantity management.

Forestry

This project must meet all requirements of Chapter 10.5 of the City's Forest and Tree Preservation Ordinance in addition to any additional City or State requirements.

The City approved a Natural Resource Inventory/Forest Stand Delineation (NRI/FSD) on April 4, 2025 (2025-24-NRI). The subject property is currently improved with a surface parking lot. The NRI/FSD did not delineate any onsite forest. Staff notes the property is subject to approved Forest Conservation Plans (FTP94-2 and FTP2006-00019).

The applicant received a Preliminary Forest Conservation Plan approval on 10/10/2025, with associated conditions that must be met at the time of the Final Forest Conservation Plan.

Forest Conservation

The approved PFCP identifies that the project will result in the removal of 6,600 square feet of forest conservation credit. The applicant proposes to provide a fee-in-lieu of planting to mitigate the loss of the forest conservation credit. The applicant has provided justification for the use of a fee-in-lieu in accordance with Section 10.5-24.

Significant Trees

There aren't any significantly sized (12" diameter or greater) trees on-site. The approved PFCP shows the removal of one tree on the subject property that was credited for replacement under a previous Forest Conservation Plan. The PFCP also shows the removal of 5 off-site trees that were also credited under a previous Forest Conservation Plan. These six removals will be mitigated through a fee-in-lieu-of-planting payment by the applicant.

Street Trees and Lot Trees

The applicant is proposing to remove eight street trees on Maryland Avenue. The applicant is proposing to replace all eight street trees on Maryland Avenue with the proposed development.

Historic Resources

The property is not within a historic district and has no potential historic resources on site.

Impact Statements

Equity

The project proposes to bring 147 affordable housing units to the property. These units will be available to a range of households with qualified incomes under the Federal Low Income Housing Tax Credit (LIHTC) and other affordable housing programs. The applicant is not proposing any market-rate units as part of this development. As a result, this project will allow individuals and families to reside in Rockville, specifically within Town Center, who may otherwise be excluded from affording market-rate rental prices in our community. As a result, approval of this project plan is anticipated to have a positive impact on equity in Rockville.

Environment

This proposal relates to two actions within Rockville's Climate Action Plan:

- C-10: Work with WMATA, MDOT, and Montgomery County to maximize transit accessibility and ridership and enhance mobility options.
- C-16: Implement the Comprehensive Plan to steer the densest development/redevelopment to mixed-use, transit-served locations, reduce VMT and emissions, and conserve/restore environmental areas.

This project will bring new residents within ¼ mile of the Rockville Metro Station and many local bus stops, which in turn is likely to have a positive impact on transit ridership. Additionally, the location of this project is consistent with driving development opportunities to mixed-use, transit-served locations, which will work to reduce VMT and emissions.

Additionally, the site is currently completely developed with impervious surface with minimal to no stormwater management. While the proposed development will consist largely of impervious surfaces, stormwater management features will be incorporated into the project, reducing water runoff from the existing condition. For these reasons, approval of this project plan is anticipated to have a positive impact on the environment in Rockville.

Economy

Approval of this project plan is anticipated to have a positive impact on the city's economy. The subject property is currently a vacant parking lot that is generating limited tax dollars for Rockville and is not contributing to the vibrancy and broader economic development within Town Center. The development of this property into 147 residential housing units will increase the value of the parcel, and in turn, the property tax revenues generated by the project that fund city coffers. Additionally, these new housing units will bring hundreds of new customers to Town Center's businesses, generating spin-off economic activity.

Conditions

Having found that the proposed Project Plan application meets the required findings for approval, staff recommends approval of the Project Plan application PJT2025-00023 and the associated requests for a height waiver and parking reduction, subject to the findings identified

in this report and the following conditions, to be incorporated into a Resolution for Mayor and Council consideration:

Planning and Zoning

1. The proposed development must be designed and constructed in a manner consistent with the concept design, graphic conceptual representation, and all associated development tables included in the project plan set.
2. Submission of a site plan implementing Project Plan Application PJT2025-0023 shall be submitted within one (1) year of this approval, by November 17, 2026.

Forestry

3. Before the issuance of any building, forestry, or public works permits, the applicant must obtain approval of a Final Forest Conservation Plan (Final FCP) and a landscape plan.
4. Before Final FCP approval, the applicant must coordinate final street tree species, locations, and proposed impacts with the City Forester.
5. Before pruning, cutting, or planting any trees within the right-of-way, the applicant must obtain approval from the City Forester, consistent with the State Roadside Tree Law, for the work within the right-of-way.

Department of Public Works (DPW) – Engineering

6. Applicant must construct all necessary public improvements, including but not limited to curb ramps, street trees, streetlights, street light conduit, and relocated traffic signals in accordance with all applicable City standards or the standards of the jurisdiction of the corresponding right-of-way improvement. Public improvements must be located within the right-of-way or within a Public Improvements Easement as approved by the Director of Public Works.
7. Applicant must obtain all necessary approvals and/or permits for all driveway access points and utility connections proposed on the Project Plan from the City of Rockville and all agencies with jurisdiction.
8. Applicant shall comply with the conditions of DPW's Pre-Application SWM Concept Approval Letter, dated October 13, 2025.
9. Applicant shall comply with the conditions of DPW's Water and Sewer Authorization Approval Letter, dated October 6, 2025.
10. Applicant shall construct dry utilities underground within Public Utility Easements or otherwise on private property, unless permitted to be located elsewhere by the Director of Public Works. At the Site Plan phase, the Applicant shall submit a conceptual dry utility plan to be approved by both the utility companies and the Department of Public Works.

11. At the Site Plan phase, the Applicant shall submit a phasing plan for pedestrian access, construction access, staging, and parking for review and approval by the Department of Public Works.

Housing and Community Development (HCD)

12. In compliance with Rockville City Code Chapter 13.5, the applicant is required to provide 15% of the total units as moderately priced dwelling units (MPDUs) for a period of 99 years. The applicant proposes a total of 62 MPDUs, which would include 40 MPDUs transferred from 44 Maryland Avenue (BLVD Forty-Four). When transferring the MPDUs to 41 Maryland Avenue, those MPDUs' control period shall restart for a period of 99 years.
13. At the time of site plan submittal, the Applicant shall identify the location of MPDU units, which must be distributed in all sections and levels of the building, so as not to concentrate all MPDUs in one section or sections of the building.
14. The non-transferred MPDUs shall be income-tiered to three income bands: 50%, 60%, and 80% of the area median income. The number of MPDUs at each income band is subject to negotiation with the Department of Housing and Community Development. The rent for the MPDUs will be fixed at a rate set by the city and updated on an annual basis.
15. Prior to the issuance of any residential building permit application and with the submission of the first building permit, the applicant must include an MPDU agreement approved by the Mayor and Council and by the City Attorney, pursuant to City Code Chapter 13.5. This does not apply to master file submissions. If the applicant pursues a development option that utilizes low income housing tax credits, the applicant must ensure, in a manner acceptable to the Department of Housing and Community Development and the Office of the City Attorney, that upon the expiration of the LIHTC compliance period, all units intended to satisfy the city's MPDU requirements are subject to covenants or other long-term protective measures ensuring that such units will meet the city's affordability control period and all other requirements of City Code Chapter 13.5.
16. Prior to the issuance of a building permit, the Applicant shall submit to the Department of Housing and Community Development an MPDU tenant relocation plan for review. The plan shall provide an outline for 44 Maryland Avenue (BLVD 44) MPDU residents of noticing of relocation, priority application for qualifying for MPDU units at 41 Maryland Avenue for their then current household, and details for current BLVD 44 MPDU residents to continue to pay for parking in the general parking area of BLVD 44 at the MPDU rates so long as they are residents at 41 Maryland Avenue.

Next Steps

In a later agenda item, the Mayor and Council will render a final decision on the proposed Project Plan to amend the Planned Development via the adoption of a resolution, incorporating the findings as required by Section 25.05.08 of the Zoning Ordinance.

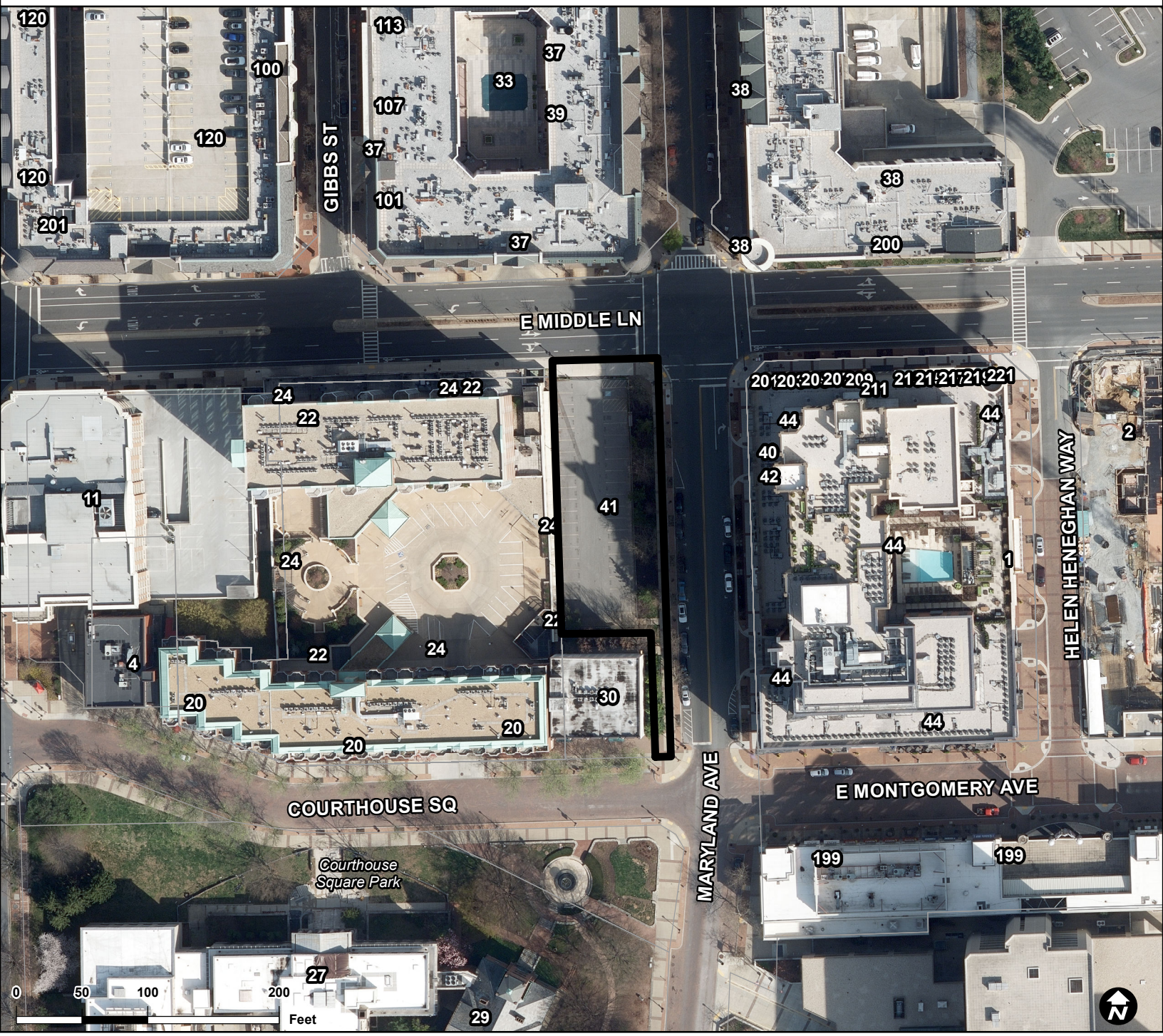
Attachments

Attachment #1 - Aerial Map, Attachment #2 - Land Use Map, Attachment #3 - Zoning Map, Attachment #4 - Plan Documents, Attachment #5 - Project Plan Application, Attachment #6 - Project Narrative, Attachment #7 - Parking Reduction Request, Attachment # 8 - Transportation Statement, Attachment #9 - Public Testimony, Attachment #10 - Approved PFCP, Attachment #11 - Pre-App SWM Concept Approval Letter, Attachment #12 - Water & Sewer Authorization Letter, Attachment #13 - Staff Presentation, Attachment #14 - Applicant Presentation

City of Rockville
Community Planning & Development Services

Case Number: PJT2025-00023 Address: 41 Maryland Avenue

Project Name: 41 Maryland Avenue (Momentum at Rockville Station)



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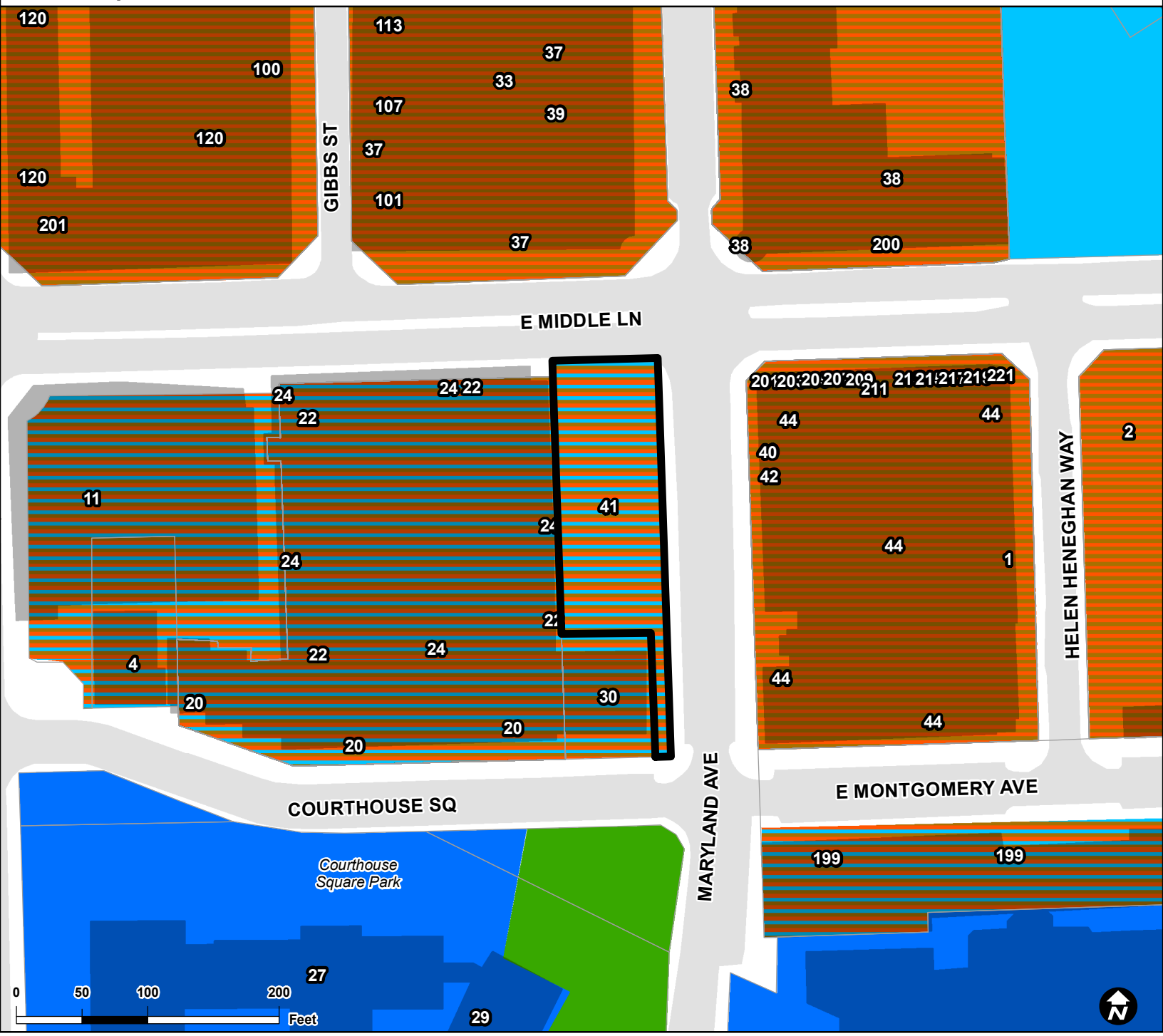


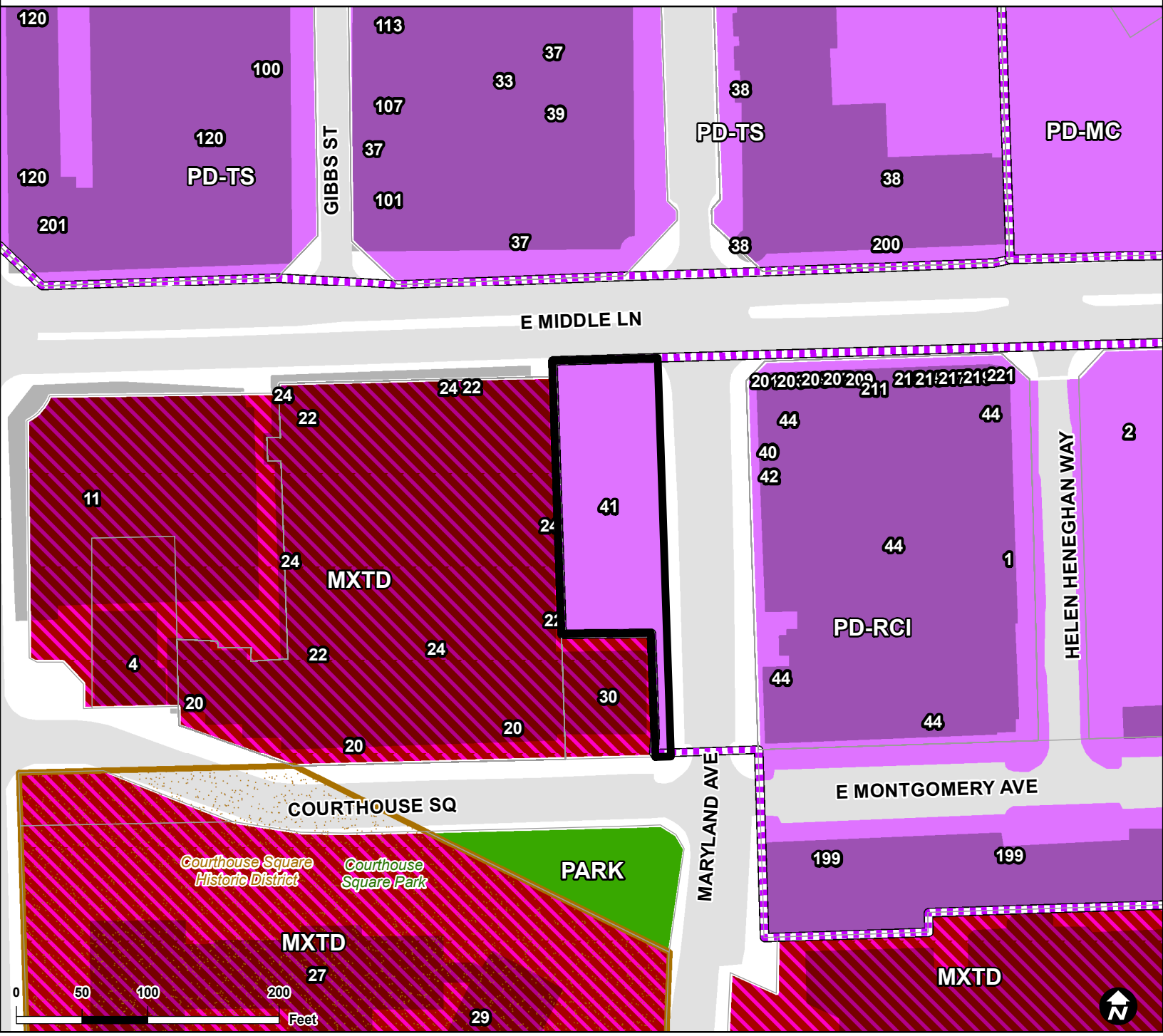
Land Use Policy Designations

- RD - Residential Detached
- RA - Residential Attached
- RF - Residential Flexible
- RM - Residential Multiple Unit
- RO - Residential and/or Office
- O - Office
- C - Commercial
- CRM - Commercial and Residential Mix
- OCRM - Office, Commercial and Residential Mix
- CI - Civic and Public Institutional
- I - Private Institution
- P - Public Park
- OSP - Open Space Private
- SI - Service Industrial
- SRM - Service Industrial and Residential Mix
- Potential Future Park Asterisk

City of Rockville
Community Planning & Development Services

Case Number: PJT2025-00023 **Address:** 41 Maryland Avenue

Project Name: 41 Maryland Avenue (Momentum at Rockville Station)



Zoning Overlays

- Town Center Performance District
- South Pike
- Rockville Pike Core
- Twinbrook Metro Performance District
- Lincoln Park Conservation District
- Planned Developments
- Residential Clusters
- Local Historic Districts
- Special Exceptions

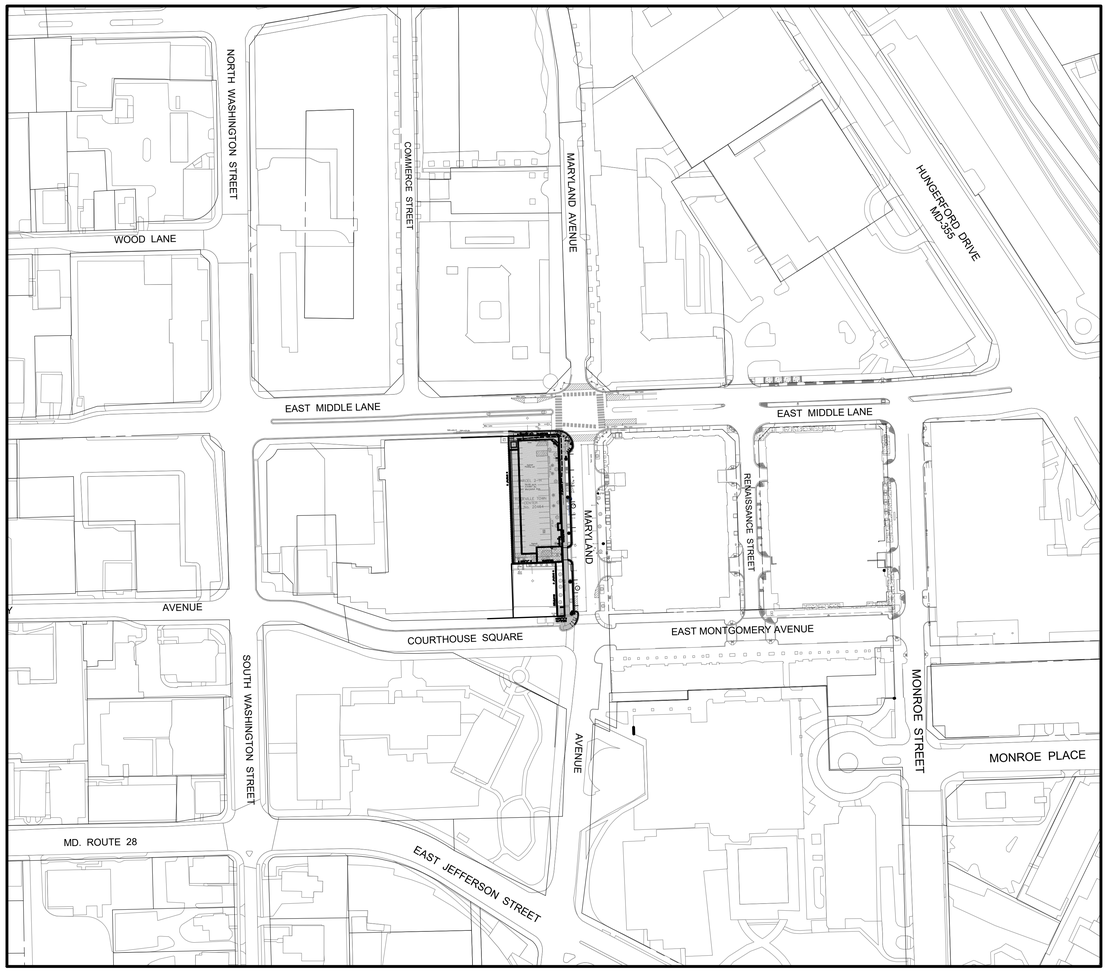
Zoning Districts

- R-400 - Residential Estate
- R-200 - Suburban Residential
- R-150 - Low Density Residential
- R-90 - Single Unit Detached Dwelling, Restricted Residential
- R-75 - Single Unit Detached Dwelling, Residential
- R-60 - Single Unit Detached Dwelling, Residential
- R-40 - Single Unit Semi-detached Dwelling, Residential
- RMD-Infill - Residential Medium Density, Infill
- RMD-10 - Residential Medium Density
- RMD-15 - Residential Medium Density
- RMD-25 - Residential Medium Density
- PD - Planned Development
- MXB - Mixed-Use Business
- MXC - Mixed-Use Commercial
- MXCT - Mixed-Use Corridor Transition
- MXCD - Mixed-Use Corridor District
- MXE - Mixed-Use Employment
- MXNC - Mixed-Use Neighborhood Commercial
- MXT - Mixed-Use Transition
- MXTD - Mixed-Use Transit District
- PARK - Park Zone
- IL - Light Industrial

Community Planning & Development Services
Received
October 9, 2025

MOMENTUM AT ROCKVILLE STATION

ROCKVILLE TOWN CENTER
PARCEL 2-H
41 MARYLAND AVENUE
PJT#2025-00023



SURROUNDING AREA MAP

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.
100 0 50 100 200

PROJECT TEAM

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DCARTER@DCSDESIGN.COM

SHEET INDEX

SITE	
PJ0.01	COVER SHEET
PJ1.01	EXISTING CONDITIONS PLAN
PJ2.01	PROJECT PLAN
PJ2.21	OPEN AREA EXHIBIT
PJ2.31	FIRE DEPARTMENT SITE PLAN
LANDSCAPE	
L1.01	ILLUSTRATIVE LANDSCAPE PLAN - GROUND LEVEL
ARCHITECTURAL	
A-01	COVER
A-02	ARCHITECTURAL SITE PLAN
A-03	GROUND LEVEL PLAN
A-04	LEVEL 1 PLAN
A-05	LEVEL 2 PLAN
A-06	LEVEL 3 PLAN
A-07	TYPICAL LEVEL PLAN
A-08	ROOF LEVEL PLAN
A-09	ELEVATION
A-10	ELEVATION
A-11	ELEVATION
A-12	ELEVATION
A-13	SECTION
A-14	PERSPECTIVES
A-15	PERSPECTIVES
A-16	PERSPECTIVES
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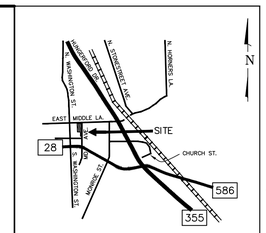
A-19	PERSPECTIVES
A-20	PERSPECTIVES
A-21	PERSPECTIVES



VICINITY MAP
SCALE 1" = 2,000'

MHG
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
LAND PLANNING

9220 Wightman Road, Suite 120
Montgomery Village, MD 20886
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www.mhgpa.com

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Owner: Comstock 41 Maryland, LLC
Address: 1900 Reston Metro PLZ, 10th fl, Reston VA 20190
Contact: Robert Demchak
Phone: 703.230.1985
Email: rdemchak@comstock.com

Applicant: SCG Development Holdings, LLC / Comstock 41 Maryland, LLC c/o SCG Development Holdings, LLC
Address: 8245 Boone Blvd #640, Vienna, VA 22182
Contact: Kirk Salpini
Phone: 703-942-6610 x 200
Email: kas@scgdevelopment.com

REVISIONS

NO.	DESCRIPTION	DATE

TAX MAP GR342 WSSC 218NW07

PLAT 20464

4TH ELECTION DISTRICT
MONTGOMERY COUNTY
MARYLAND

PARCEL 2-H

ROCKVILLE TOWN CENTER

PROJ. MGR	KJH
DRAWN BY	KJH
SCALE	1"= 100'
DATE	09/24/2025

MOMENTUM AT ROCKVILLE STATION

PROJECT PLAN
PJT2025-00023
COVER SHEET

PJ0.01

PROJECT NO. 24.271.11

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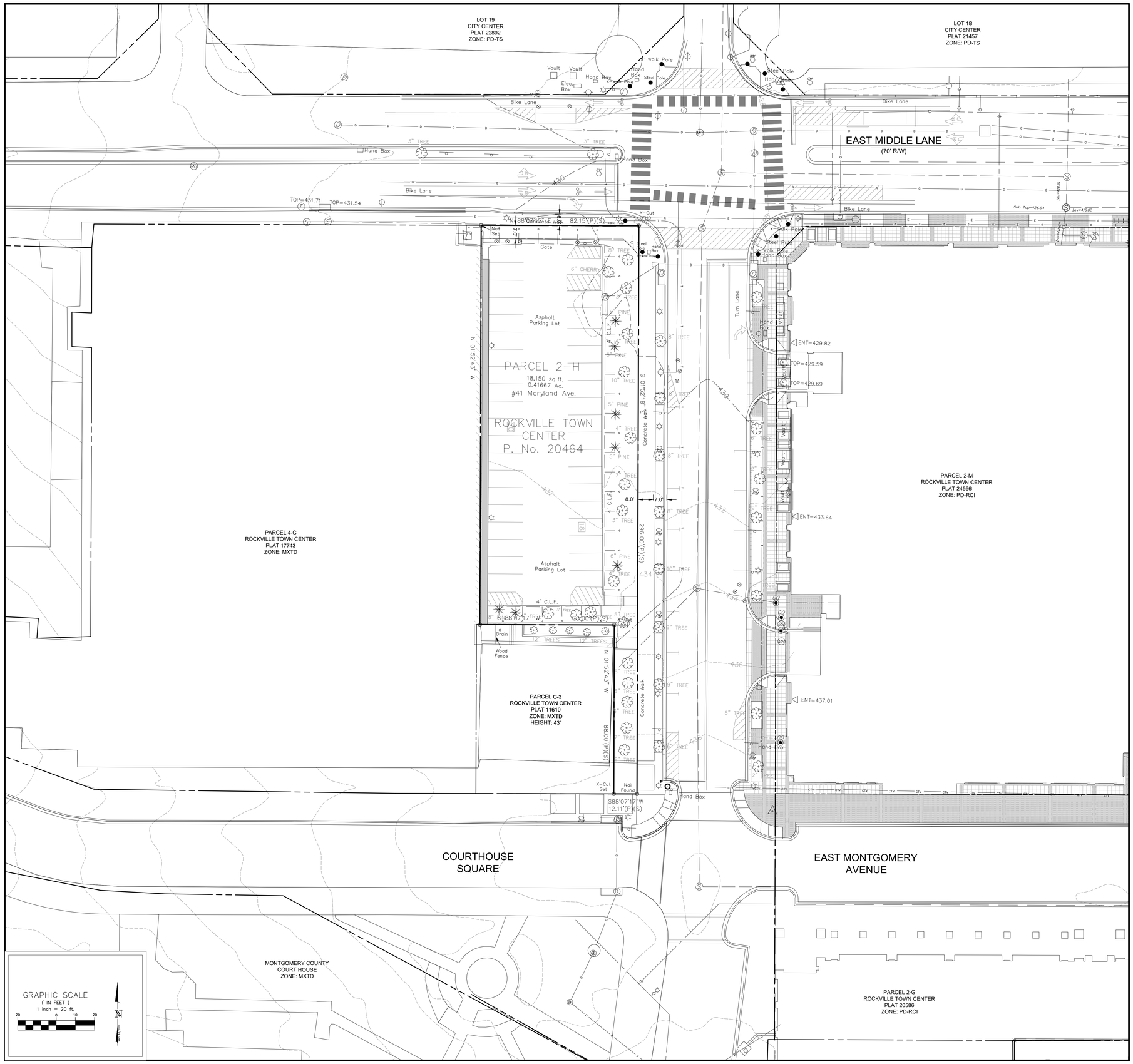

VICINITY MAP
SCALE 1" = 2,000'

LEGEND:

Abbreviation:

AC	=	Air Conditioner
BLDG	=	Building
BLDG	=	Miscellaneous
CPM	=	Cable Paint Mark (Miss Utility)
CLF	=	Chain Link Fence
CONC.	=	Concrete
CC	=	Concrete Curb
CC&G	=	Concrete Curb & Gutter
CMP	=	Corrugated Metal Pipe
(D)	=	Deed
DISC	=	WSSC/Metro Control
EP	=	Edge of Pavement
EMH	=	Electric Man Hole
EPM	=	Electric Paint Mark (Miss Utility)
FEN	=	Fence
FF	=	Finished Floor
FH	=	Fire Hydrant
FL	=	Flow Line
G	=	Ground
GM	=	Gas Meter
GPM	=	Gas Paint Mark (Miss Utility)
GRAV	=	Gravel
GW	=	Guy Wire
HVAC	=	Heating, Ventilation & Air Conditioning
INV	=	Invert
IPC	=	Iron Pipe with Cap
IPF	=	Iron Pipe Found
LP	=	Light Pole
MLBX	=	Mail Box
MH	=	Manhole (unidentified)
MON	=	Monument
NPF	=	Open Pipe Found
(P)	=	Plat
PAV	=	Pavement
PCM	=	Painted Centerline Markings
PEM	=	Painted Edge Markings
PPF	=	Pinched Pipe Found
R\C	=	Rebar with Cap Found
RCP	=	Reinforced Concrete Pipe
(S)	=	Survey
SDMH	=	Storm Drain Manhole
SMH	=	Sewer Manhole
SPM	=	Sewer Paint Mark (Miss Utility)
STRM	=	Stream/Creek
TC	=	Top of Curb (@ Back)
TMH	=	Telephone Manhole
UGE	=	Under Ground Electric
WK	=	Walkway/Path
WMH	=	Water Manhole
WPM	=	Water Paint Mark (Miss Utility)

Symbol:

- = Bench/Seat
- = Benchmark
- = Bike Rack
- = Bollard/Fence Post
- = Cable TV Box
- = Cleanout
- —C— = Communications Cable (below grade)
- = Concrete
- = Drill Hole Found
- —E— = Electric Cable (below grade)
- = Electric Manhole
- = Electric Meter
- = Entrance
- = Fence, Wire
- = Fence, Wood
- = Fill Cap (underground tank)
- = Fire Department Connection
- = Fire Hydrant
- = Flag Pole
- = Flood Light
- = Gas Manhole
- = Gas Meter
- —G— = Gas Pipeline
- = Gas Post
- = Gas Valve
- = Gate
- = Guard Rail
- = Guy Wire
- = Hand Box (electric)
- = Handicap Parking Space/Ramp
- = Headstone
- = HVAC Units
- = Iron Pipe Found
- = Light/Signal Pole
- = Manhole (unidentified)
- = Mailbox
- = Monument Found
- —OHW— = Over Head Wire(s)
- = Parking Meter
- = Parking Spaces (count)
- = Photo
- = Telephone Junction Box
- = Sewer Manhole
- —S— = Sewer Pipeline
- = Sign
- = Spigot
- = Sprinkler Control Box/Head
- = Stone
- = Storm Drain Grate
- = Storm Drain Manhole
- = Storm Drain Pipeline
- = Stream/Creek/Waterline
- = Telephone Manhole
- = Traffic Signal Cabinet
- = Traffic Signal Pole
- = Transformer
- = Trashcan
- = Tree/Evergreen
- = Tree/Ornamental
- = Tree/Shade
- = Tree/Shrub or Planting Line
- = Utility Pole
- = Water Blow-off Valve
- = Water Manhole
- = Water Meter
- —W— = Water Pipeline
- = Water Valve
- = Well/Monitor Well
- = Wheelstop
- = X-Cut Found

NOTES:

1. Vertical Datum is based on NAVD 29/NAVD 88, from W.S.S.C. plan # 218NW07.The vertical datum on this plan is from Field survey methods by MHG on 01/01/2025 and meets National Map Accuracy Standards for a 30 scale topography. By showing the vertical datum at a larger scale does not change the accuracy standards of this datum. Any larger scale detail is for horizontal location clarification only.
2. Horizontal Datum is based on the Maryland Coordinate System NAD 83(2011) Datum as projected by NGS. SmartNet North America Virtual Reference Station System (VRS) was used to establish the horizontal control for this site on 01/01/2025. This survey meets the positional tolerance as specified by Title 9, Subtitle 13, Chapter 6, Sections .04 and .12 of the Minimum Standards of Practice for Land Surveyors.
3. The Horizontal and Vertical Tolerances for this drawing meet or exceeds the National Map Standards for a 30 scale map.
4. Field survey methods were used in the compilation of the topographical data shown on this plan. The field survey was performed by (MHG) on 01/01/2025.
5. The locations of existing underground utilities are shown in their approximate locations as per available records and markings found in the field. The exact locations of all underground utilities should be verified by "MISS UTILITY" prior to excavation. MHG does not express or imply any guarantee or warranty as to the location or existence of any underground utility.
6. Subsurface and environmental conditions were not examined or considered as a part of this survey. No statement is made concerning the existence of underground or overhead containers or facilities that may affect the use or development of this site.
7. The property lines shown hereon do not constitute a current boundary survey.
8. This map and the survey on which it is based were prepared under the responsible charge of the undersigned and are in compliance with COMAR Regulations 09.13.06.04 and 09.13.06.12.T
9. Certification defined – The use of the word certify or certification by a Professional Land Surveyor in the practice of land surveying, constitutes an expression of professional opinion regarding those facts of findings which are the subject of the certification and does not constitute a warranty or guarantee, either expressed or implied.
10. This digital data has been generated for the exclusive use of the staff of MHG. MHG makes no guarantee or warranty either assumed or implied as to the accuracy of this data. Should this electronic data be used for Construction Stakeout, the company or person using this data does so at their own risk. It is strongly recommended that you verify this information, to your own satisfaction, before using any of this data. Quality control of the drawings and data is the responsibility of the user.

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Address: 8245 Boone Blvd #640, Vienna, VA 22182
Contact: Kirk Salpini
Phone: 703-942-6610 x 200
Email: kas@scgdevelopment.com

REVISIONS

NO.	DESCRIPTION	DATE

TAX MAP GR342 WSSC 218NW07

PLAT 20464

4TH ELECTION DISTRICT
MONTGOMERY COUNTY
MARYLAND

PARCEL 2-H

ROCKVILLE TOWN CENTER

PROJ. MGR	KJH
DRAWN BY	KJH
SCALE	1"= 20'
DATE	09/24/2025

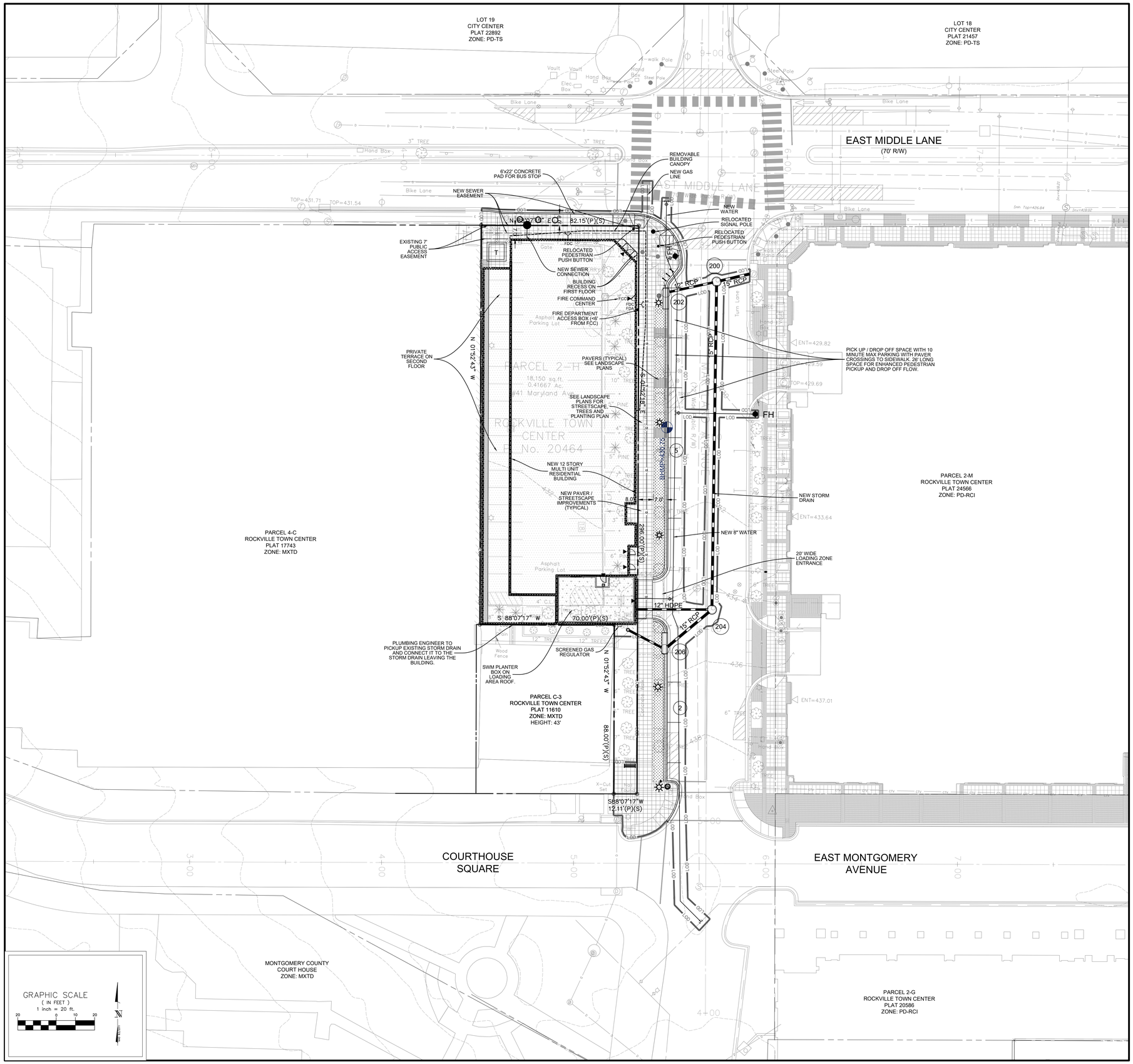
MOMENTUM AT ROCKVILLE STATION

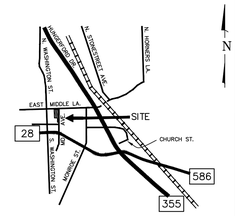
PROJECT PLAN PJT2025-00023
EXISTING CONDITIONS PLAN

PJ1.01

PROJECT NO. 24.271.11

I:\24271\Dwg\PJ_11_01.dwg, PJ2.01 - EXISTING CONDITIONS PLAN, 9/24/2025 1:55:13 PM, khughes, ARCH E1 (30.00 x 42.00 Inches), Copyright © 2025 Macris, Hendricks & Glascock, P.A.





VICINITY MAP
SCALE 1" = 2,000'

SITE DATA	
SUBJECT PROPERTIES:	PARCEL 2-H ROCKVILLE TOWN CENTER PLAT 20464
PROPERTY ADDRESSES:	41 MARYLAND AVENUE
TAX ID NUMBERS:	04-03198603
PROPERTY OWNER:	COMSTOCK 41 MARYLAND, LLC 1900 RESTON METRO PLAZA, 10TH FLOOR RESTON, VA 20190
EXISTING / PROPOSED SITE AREA:	18,150 SF (0.41667 AC)
ZONING CLASSIFICATION:	PD-RCI (ROCKVILLE CENTER INC) & TOWN CENTER PERFORMANCE OVERLAY
EXISTING USES:	SURFACE PARKING LOT
PROPOSED USES:	MULTI-FAMILY RESIDENTIAL (147 UNITS TOTAL)

GENERAL NOTES

1. THE EXISTING CONDITIONS AND PROPERTY BOUNDARY SHOWN FOR PARCEL 2-H ARE TAKEN FROM TOPOGRAPHIC & BOUNDARY SURVEYS PREPARED BY MHG, LAST UPDATED IN JANUARY OF 2025.
2. EXISTING UTILITIES SHOWN ARE BASED ON VISIBLE SURVEYED APPURTENANCES, MARKINGS BY MISS UTILITY, ACCESSIBLE STRUCTURES AND PLANS OF RECORD.
3. THE PROPERTY IS WITHIN THE ROCK CREEK WATERSHED.
4. THE PROPERTY DOES NOT CONTAIN "WATERS OF THE UNITED STATES", WETLANDS, STREAMS, SEEPS, SPRINGS, FLOODPLAINS OR THEIR ASSOCIATED BUFFERS.
5. THE PROPERTY IS NOT IDENTIFIED IN THE CITY OF ROCKVILLE'S HISTORIC BUILDINGS INDEX.
6. A NATURAL RESOURCES INVENTORY / FOREST STAND DELINEATION (NRI/FSD) FOR THIS PROPERTY WAS SUBMITTED UNDER 2025-24-NRI ON 12/20/2024.
7. THE PROPERTY IS WITHIN THE CITY OF ROCKVILLE WATER AND SEWER SERVICE AREA.
8. REFER TO FINAL SITE PLAN FOR GRADING, UTILITIES AND ADDITIONAL SITE DEVELOPMENT DETAILS.

DEVELOPMENT STANDARDS - PD-RCI/MXTD ZONE.[1]

	PERMITTED/REQUIRED	PROVIDED
MAXIMUM BUILDING HEIGHT 25.13.05 (b)	100 FT ABOVE 448 FT[2] ELEVATION OR 117.25[8]	120 FT[9,10] ABOVE 448 FT ELEVATION / 137.25 FT ABOVE BHMP[8,10]
MINIMUM OPEN AREA 25.13.05 (b)	15% (2,722 SF)	27% (4,920 SF)[3]
MINIMUM PUBLIC USE SPACE 25.13.05 (b)	0%[4]	N/A
MINIMUM LOT WIDTH AT FRONT LOT LINE: 25.13.05 (b)	10 FT	296 FT (MARYLAND AVE)
PUBLIC RIGHT-OF-WAY ABUTTING SETBACK: 25.13.05 (b)	NONE REQ'D.	0 FT
MINIMUM SIDE YARD SETBACK: 25.13.05 (b)	0FT OR 10FT IF PROVIDED[5]	O FT
MINIMUM REAR YARD SETBACK: 25.13.05 (b)	0FT OR 10FT IF PROVIDED[5]	O FT
MINIMUM AUTO SPACES: 25.16.03	PARKING WAIVER REQUESTED	0 SPACES
MINIMUM BICYCLE SPACES - SHORT TERM: 25.16.03	3 SPACES	6 SPACES
MINIMUM BICYCLE SPACES - LONG TERM: 25.16.03	49 SPACES	49 SPACES OR MORE

FOOTNOTES

1. DESIGNATED EQUIVALENT ZONE FOR PD-RCI IS THE MXTD ZONE.
2. BUILDING HEIGHT OF UP TO 100 FEET ABOVE THE 448' ELEVATION WAS APPROVED BY PRELIMINARY DEVELOPMENT PLAN PDP94-0001.
3. SEE OPEN AREA EXHIBIT FOR BACKUP. IN ADDITION, THE PROPERTY IS PART OF THE ORIGINAL COMPREHENSIVE PLAN OF THE PDP94-001 THAT IMPROVED AND DEDICATED A COMPREHENSIVE LINKED SET OF OPEN SPACES AND FUNCTIONAL GATHERING AREAS FROM THE EAST JEFFERSON STREET AND THE RED BRICK COURTHOUSE PARK AREAS UP TO PROMENADE PARK AT THE TIME OF ORIGINAL DEVELOPMENT OF THE BLOCKS, IN LIEU OF SMALL OPEN SPACES ON EACH BLOCK.
4. AS NOTED IN 25.17.01.e, THE PROJECT IS EXEMPT FROM PUBLIC SPACE REQUIREMENTS SINCE THIS IS A 100% AFFORDABLE HOUSING PROJECT.
5. PROJECT IS A CORNER LOT AND THE PROPERTY AT PARCEL C-3, IS A COMMERCIAL USE AND IS LESS THAN 45' TALL, THEREFORE THERE IS A 0 FT SIDE SETBACK THAT IS REQUIRED OR A SETBACK OF 10' MINIMUM IF PROVIDED.
6. PARCEL 4-C HAS A COMMERCIAL USE. THEREFORE THERE IS A 0 FT REAR SETBACKS REQUIRED OR A 10' MINIMUM SETBACK IF ONE IS PROVIDED.
7. CONCURRENT WITH THIS APPLICATION, THE APPLICANT IS SUBMITTING A WAIVER REQUEST TO PURSUE FLEXIBLE PARKING STANDARDS PURSUANT TO SECTION 25.16.03.h.1 OF THE ZONING ORDINANCE.
8. THE BUILDING HEIGHT MEASURING POINT (BHMP) UNDER THE ZONING ORDINANCE IS THE ELEVATION OF THE APPROVED STREET GRADE AT THE MIDDLE OF THE FRONT OF THE BUILDING AT THE TOP OF THE CURB. BHMP = 430.75'. PERMITTED / REQUIRED BUILDING HEIGHT = (448+100)\- 430.75' = 117.25'.
9. MAX HEIGHT REQUESTED 120 FT OVER THE 448' ELEVATION. BASED ON THE BHMP THIS EQUATES TO A MAX BUILDING HEIGHT OF 137.25 FT. REQUEST TO WAIVE EQUIVALENT ZONE STANDARDS FOR INCREASED HEIGHT FROM 100[2] TO 120' OVER 448' ELEVATION SUBMITTED WITH THIS APPLICATION. SEE STATEMENT OF JUSTIFICATION FOR MORE INFORMATION.
10. ILLUSTRATIVE ONLY HEIGHT OF PROJECT PLAN ARCHITECTURAL CONCEPT IS 566'. THIS IS 566 - 448[2] = 118' ABOVE THE 448' ELEVATION[2]. THIS IS A HEIGHT OF 566' - 430.75[8] = 135.25' ABOVE THE BHMP[8]. THIS IS ILLUSTRATIVE ONLY AND FINAL BUILDING HEIGHT WILL BE CONFIRMED AT SITE PLAN WITHIN THE APPROVED MAX HEIGHT APPROVED WITH THE PROJECT PLAN.

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Address: 8245 Boone Blvd #640, Vienna, VA 22182
Contact: Kirk Salpini
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REVISIONS

NO.	DESCRIPTION	DATE

TAX MAP GR342 WSSC 218NW07

PLAT 20464

4TH ELECTION DISTRICT
MONTGOMERY COUNTY
MARYLAND

PARCEL 2-H

ROCKVILLE TOWN CENTER

PROJ. MGR	KJH
DRAWN BY	KJH
SCALE	1"= 20'
DATE	09/24/2025

MOMENTUM AT ROCKVILLE STATION

PROJECT PLAN
PJT2025-00023
PROJECT PLAN

PJ2.01

PROJECT NO. 24.271.11

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LOT 19
CITY CENTER
PLAT 22892
ZONE: PD-TS

LOT 18
CITY CENTER
PLAT 21457
ZONE: PD-TS

Bike Lane

EAST MIDDLE LANE
(Width Varies Public R/W)

N 88°07'17" E 82.15'(P)(S)

Gate

FDC

FH

Asphalt Parking Lot

PARCEL 2-H
18,150 sq.ft.
0.41667 Ac.
#41 Maryland Ave.
ROCKVILLE TOWN CENTER
PLAT No. 20464

N 01°52'43" W

S 01°52'43" E 296.00'(P)(S)

MARYLAND AVENUE
(72' Wide Public R/W)

Turn Lane

FH

PARCEL 2-M
ROCKVILLE TOWN CENTER
PLAT 24566
ZONE: PD-RCI

PARCEL 4-C
ROCKVILLE TOWN CENTER
PLAT 17743
ZONE: MXTD

S 88°07'17" W 70.00'(P)(S)

Drain

Wood Fence

PARCEL C-3
ROCKVILLE TOWN CENTER
PLAT 11610
ZONE: MXTD
HEIGHT: 43'

N 01°52'43" W 88.00'(P)(S)

Decidual Tree

X-Cut Set

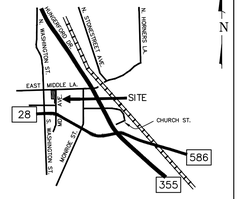
S88°07'17"W
12.11'(P)(S)

MONTGOMERY COUNTY
COURT HOUSE
ZONE: MXTD

PARCEL 2-G
ROCKVILLE TOWN CENTER
PLAT 20586
ZONE: PD-RCI

OPEN AREA = 4,920 SF

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.
20 0 10 20



VICINITY MAP
SCALE 1" = 2,000'

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REVISIONS

NO.	DESCRIPTION	DATE

TAX MAP GR342 WSSC 218NW07

PLAT 20464

4TH ELECTION DISTRICT
MONTGOMERY COUNTY
MARYLAND

PARCEL 2-H

ROCKVILLE TOWN CENTER

PROJ. MGR	KJH
DRAWN BY	KJH
SCALE	1"= 20'
DATE	09/24/2025

MOMENTUM AT ROCKVILLE STATION

PROJECT PLAN PJT2025-00023 OPEN AREA EXHIBIT

PJ2.21

PROJECT NO. 24.271.11

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Planting Notes for Landscape Plans

NOVEMBER 2019

INSTALLATION OF PLANT MATERIAL

1. The Permittee is responsible for obtaining the approved Forest Conservation Plan/Landscape Plan and providing a copy to the Landscape Contractor. The Permittee shall ensure that the Landscape Contractor can secure the plants shown the FCP/Landscape Plan. Plant substitutions are not allowed. It is strongly recommended that plant material be secured from supplier by the project start date.
2. A pre-planting meeting is required before installation of landscaping, afforestation, or reforestation. The applicant must schedule an on-site pre-planting meeting with the City Forestry Inspector. Attendees must include the Permittee, landscape contractor, and Forestry Inspector. Trees and shrubs shall conform to the current edition of the American Standard for Nursery Stock (ANSI Z60.1).
3. Comply with appropriate City Soil Specification:
   - I. Soil Specification FOR TREE PLANTING WHERE EXISTING PAVEMENT OR OTHER IMPERVIOUS SURFACES WERE PREVIOUSLY LOCATED OR WHERE EXISTING GREENSPACE HAS BEEN SEVERELY DEGRADED[1]
     1. Site preparation
        a. Demolish existing impervious surface and remove all existing asphalt, concrete, stone and construction materials to expose subsoil free of debris.
        b. Excavate so that final planting bed will provide quality soil to a depth of forty-eight (48) inches, and to a radius of 10' minimum or to new hard edge of planting bed, whichever is less.
        c. Loosen exposed subsoil below 48" by ripping 18" into the sub grade elevation.
        d. Test to ensure that planting bed drains at a rate of at least 1 inch/per hour.
        e. Install imported soil to fill excavated planting bed. Imported soil shall have a texture of LOAM, per the USDA soil classification system and a chemical composition compatible with healthy tree growth. When installing the soil, it should be installed in lifts or layers of < 12 inches (30 cm), tamping or watering (not both) between lifts to minimize potential settling.
     2. Immediately prior to installation of plant material, the soil must be tested and must have a pH range between 5.5 and 7 and a nutrient content which corresponds to an adequate rating, per current industry standards. Amend soil, if necessary, to achieve the current industry standard.
     3. The Forestry Inspector may require additional soil specifications, based on site conditions.
   - II. Soil Specification FOR PLANTING WHERE EXISTING GREEN SPACE HAS NOT BEEN PROTECTED FROM CONSTRUCTION IMPACTS BUT IS NOT SEVERELY DEGRADED.
     1. Site Preparation:
        a. Remove all construction debris and top four to six inches of existing soil.
        b. Test remaining existing soil to verify a pH range between 5.5 and 7, and has a nutrient content which corresponds to an adequate rating, per current industry standards.
        c. Apply four (4) inches of mature compost evenly over the entire planting surface. (4" = 12 Cubic Yard/1,000 s.f.). Provide compost supplier information and specifications to the City Forestry Inspector for approval prior to install
        d. Till the compost into the existing soil to a minimum depth of thirty-six (36) inches using the city's soil profile rebuilding specification.
        e. If soil does not meet nutrient standards, mitigate soil chemistry to meet the chemical parameters.
     2. The Forestry Inspector may require additional soil specifications, based on site conditions.
   - III. Soil Specification FOR PLANTING WITHIN EXISTING GREEN SPACE AREAS WHICH HAVE BEEN PROTECTED FROM CONSTRUCTION IMPACTS (One of two options, as determined by Forestry Inspector) Refer to approved City of Rockville Detail A-7

[1] See definitions section #9

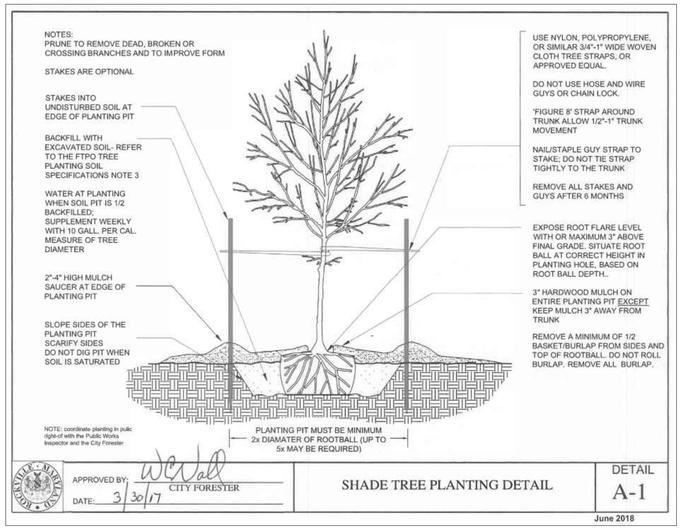
     1. Test existing soil to verify it has a pH range between 5.5 and 7, and a nutrient content which corresponds to an adequate rating, per current industry standards. If soil does not meet nutrient standards, one of two options will be performed to mitigate the soil:
        a. Option 1- Till Method- Depth of tilling for planting must be at least twenty-four (24) inches:
           i. Apply four (4) inches of mature compost evenly over the entire planting surface (4" = 12 cubic yards/1,000 s.f.). Provide compost supplier information and specifications to the City Forestry Inspector for approval prior to install.
           ii. Till the compost into the existing soil to a minimum depth of twenty-four (24") inches.
        b. Option 2 – Aeration and Vertical Mulching
           i. Using a 2- 3" Auger, drill a series of holes in the soil to a depth of twenty-four (24) inches.
           ii. Begin at the edge of the hole dug for the root ball and continue drilling at one-foot intervals (maximum), in concentric rings around the tree out to ten (10) feet from the tree.
           iii. Each hole must be refilled with mature compost.
        c. The Forestry Inspector may require additional soil specifications, based on site conditions.
   - IV. Soil testing of the existing soil may be conducted with PRIOR approval from the City's Forestry Inspector to determine the number and location of the samples. The above requirements may be reduced if soil testing shows the following:
     1. Soil pH is between 5.5 and 7
     2. The top 24" of existing soil contains a minimum of 4-6% organic matter by weight
     3. The soil is free of contaminants
     4. The soil texture is sandy loam or loam
     5. The soil has an infiltration rate not less than 1" per hour
     6. The soil does not contain debris or stones greater than one inch
     7. The soluble salt content is less than 3 dS/m
     8. Consult the University of Maryland Extension website: http://extension.umd.edu/ for a listing of commercial soil testing facilities.
   - V. Soil preparation is required for street trees planted within the city's rights-of-way and private street trees, if they are part of the approved plan.
4. The depths and grades shown on plan drawings are final grades after settlement and shrinkage of the organic material. The contractor shall install the soil mix at a higher level to anticipate this reduction of volume. All grades are assumed to be 'as measured" to be prior to the addition of any surface compost till layer or mulch or sod.
5. All details of the planting plans regarding plant quality and proper planting will be discussed including but not limited to:
   a. Plant quality.
   b. Proper form for species.
   c. Proper ratio of caliper size/height to container size/root ball size.
   d. Proper pruning cuts if applicable in accordance with current ANSI A300 pruning standards (generally there should be no recent pruning).
   e. No co-dominant stems or multiple trunks (unless approved by FCP or by The Forestry Inspector).
   f. Sound graft union.
   g. Free of girdling roots, or the ability to remove girdling roots without damaging the tree.
   h. Trees shall be healthy, vigorous, insect/disease free, and without cankers/cracks or trunk damage.
6. Proper Installation
   a. Root flare no higher than 3 inches from existing grade.
   b. Exposed root flare (not graft); removing more than several inches of soil to expose the root flare may result in the rejection of the plant material.
   c. Wire basket/twine/burlap removed from at least the top half of root ball, or as directed by Forestry Inspector.
   d. All burlap or twine removed completely.
   e. No hose and wire; staking and strapping per City planting detail.
   f. Planting Hole a minimum of twice the width of the root ball; could be greater. Planting detail assumes soil has been prepared per the city's specifications (Planting, #3).
   g. Mulched properly, per City planting detail.
   h. Wildlife protection installed, if required; type approved by the Forestry Inspector.
7. Trees not complying with the above requirements may be rejected at the discretion of the City Forestry Inspector.

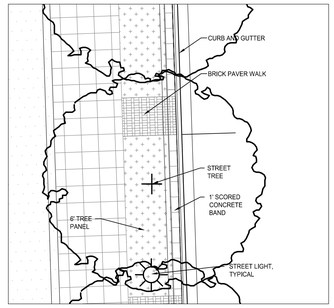
8. Tree planting will generally not be permitted between the dates of June 1 and September 1, or when the ground is frozen.
9. DEFINITIONS
   a. Topsoil
      i. Soil can be considered topsoil if it originates from an A horizon of a natural soil or is a mineral soil with 4-6%% organic matter content, and a NRCS textural class similar to pre-development conditions A horizon soils for the site, or as specified by the City Forestry Division. The city Forestry Division will specify a LOAM texture in the absence of native conditions listed above. Blended soils shall not be used unless specified by the City Forestry Division. In addition, topsoil shall:
         1. Be friable and well-drained
         2. Have a pH between 5.5-7.
         3. Have an organic matter content between 4-6%.
         4. Have low salinity as indicated by a soluble salt content which is less than 3 dS/m
         5. Be free of debris, stone, gravel, trash, large sticks, heavy metals, and other deleterious contaminants, (if screening is used to remove debris, screen size must be ¾ inch or larger).
         6. Have a nutrient profile such that it has an adequate rating, per current industry standards.
         7. Be free of noxious weed seeds
   b. Compost
      i. Compost shall be composed of leaves, yard waste, or food waste. Biosolid-based composts shall not be used. A compost sample with analysis shall be submitted for approval to the City Forestry Division before application.
      ii. Stability refers to the rate of biological breakdown, measured by carbon dioxide release. Maturity refers to completeness of the aerobic composting process and suitability (lack of plant toxicity) as a plant growth media, often measured by ammonia release and by plant growth tests. Compost manufacturers that subscribe to the US Composting Council's testing program may document stability as compost testing 7 or below in accordance with TMECC 05.08-B, "Carbon Dioxide Evolution Rate". Maturity (suitability for plant growth) may be documented as compost testing greater than 80% in accordance with TMECC 05.05-A, "Germination and Vigor". Compost is considered mature and stable if it tests at 6.0 or higher on the Solvita Compost Maturity Index Rating, which is a combination of Carbon Dioxide and Ammonia Maturity Tests (test information and equipment available at www.solvita.com).
      iii. Compost shall also be:
         1. Free of weed seeds.
         2. Free of heavy metals or other deleterious contaminants.
         3. Have a soluble salt content which is less than 3 dS/m.
   c. Severely Degraded Soil
      i. Soil shall be considered severely degraded if grade was lowered or raised more than 14 inches OR soil was compacted in lifts regardless of the final grade OR was used as a staging area for construction materials, equipment or processes.

Post Planting:

The permittee shall notify the City Forester IN WRITING when the planting is complete and request a post planting inspection. The inspection must include the permittee, landscape contractor and Forestry Inspector. The maintenance and warranty period will not begin until the City Forester has accepted ALL plantings. **Trees will be inspected for plant quality and proper planting in accordance with City specifications and nursery standards. Once the maintenance period has begun, the applicant is responsible for maintaining plant health in accordance with the signed Warranty and Maintenance Agreement.** Routine inspections will be conducted throughout the warranty period and the applicant will be notified in writing when corrective measures are required. **Failure to complete the corrective measures by the given date may result in fines being issued, permits revoked, extension of warranty period or other punitive measures.** Such maintenance shall include when appropriate, but not necessarily be limited to:

- Watering, fertilizing and control of competing vegetation throughout the maintenance period as necessary.
- Pruning, mulching, tightening of strapping, resetting of plants to proper grades or upright position.
- Furnishing and applying pesticides or other items necessary to thwart damage from insects and disease.
- Providing protection measures such as fencing and interpretive signs as necessary, to prevent destruction or degradation of the planting site.
- Replacement of dead and dying trees. Survival standards contained in the State Forest Conservation Manual shall be followed for the protection and satisfactory establishment of forest where applicable.
- Eradicate, suppress and control non-native and invasive plant species during the maintenance period to the satisfaction of the City Forester.
- Installing and maintaining devices to protect against wildlife damage.
- Removal of staking and strapping after six months.





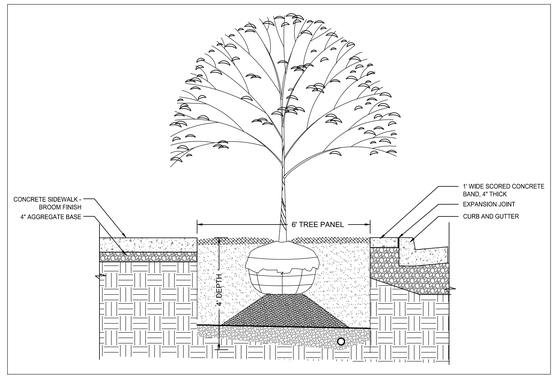
STREET TREE PANEL - PLAN VIEW
NOT TO SCALE

MANUFACTURER: LANDSCAPE FORMS
WEBSITE: LANDSCAPEFORMS.COM
PRODUCT NAME: PARC VUE BENCH, 6' LENGTH
COLOR/MATERIAL: ALUMINUM, FOG FINISH
QUANTITY: 1
NOTES: INSTALL PER MANUFACTURER'S INSTRUCTIONS.

SITE BENCH
NOT TO SCALE

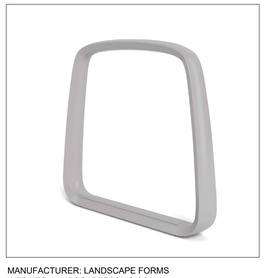
MANUFACTURER: LANDSCAPE FORMS
WEBSITE: LANDSCAPEFORMS.COM
PRODUCT NAME: PLAINWELL RECEPTACLE, 35 GAL. CAPACITY
COLOR/MATERIAL: ALUMINUM, FOG FINISH
QUANTITY: 2
NOTES: INSTALL PER MANUFACTURER'S INSTRUCTIONS.

LITTER RECEPTACLE
NOT TO SCALE



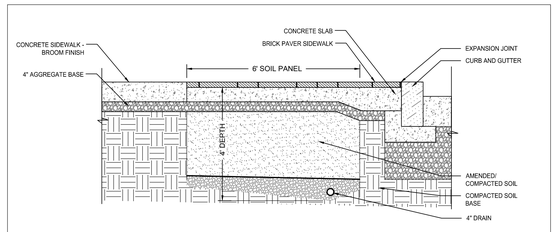
STREET TREE PANEL
NOT TO SCALE

TO MATCH EXISTING
STREET LIGHT (TYP.)
NOT TO SCALE



MANUFACTURER: LANDSCAPE FORMS
WEBSITE: LANDSCAPEFORMS.COM
PRODUCT NAME: RIDE BICYCLE RACK
COLOR/MATERIAL: ALUMINUM, FOG FINISH
QUANTITY: 3
NOTES: INSTALL PER MANUFACTURER'S INSTRUCTIONS.

BICYCLE RACK
NOT TO SCALE



SOIL PANEL AT BRICK PAVER WALK
NOT TO SCALE

MANUFACTURER: HANOVER
WEBSITE: HANOVERPAVERS.COM
PRODUCT NAME: TRADITIONAL PREST BRICK
COLOR/MATERIAL: RED/ CHARCOAL BLEND, NATURAL FINISH
NOTES: INSTALL PER MANUFACTURER'S INSTRUCTIONS.

BRICK PAVER
NOT TO SCALE

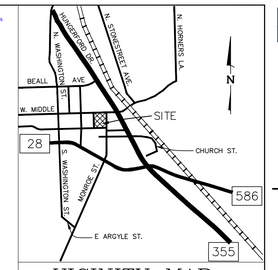
MANUFACTURER: KORNEGAY DESIGN
WEBSITE: KORNEGAYDESIGNS.COM
PRODUCT NAME: 36" CIRQUE PLANTER
COLOR/MATERIAL: NATURAL GRAY
QUANTITY: 3
NOTES: INSTALL PER MANUFACTURER'S INSTRUCTIONS.

PLANTER
NOT TO SCALE

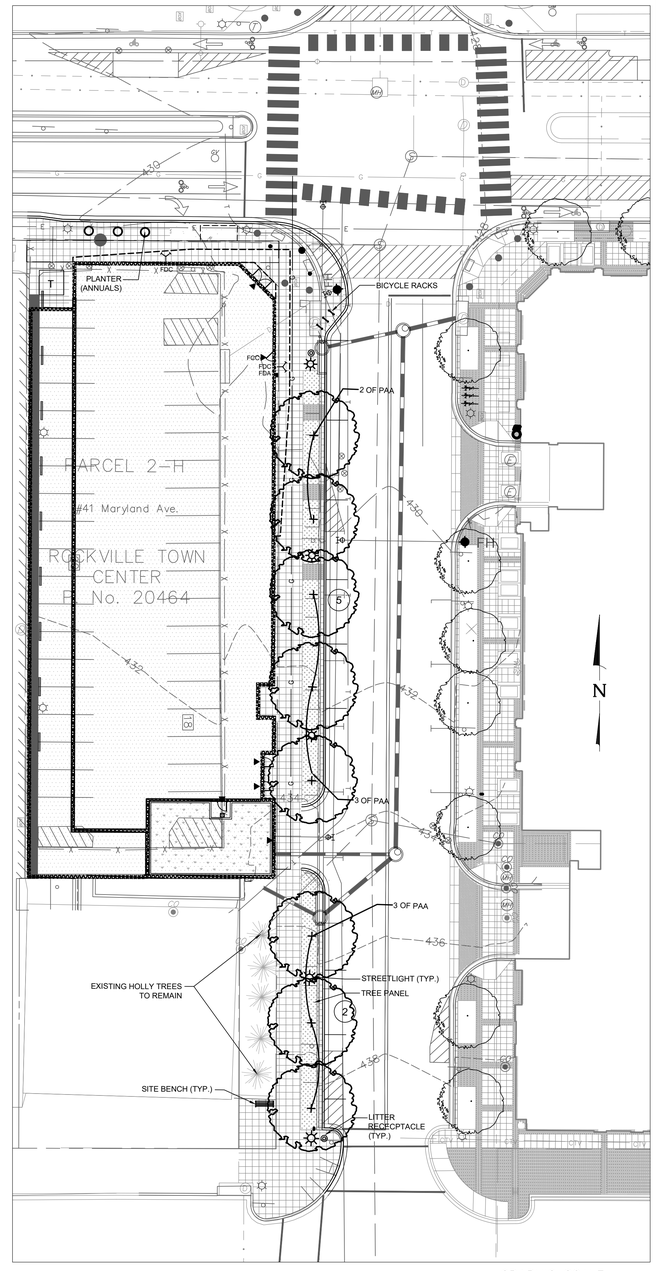
Community Planning & Development Services
Received
October 9, 2025

LEGEND

- PROPOSED STREET TREES
- EXISTING TREES
- PROPOSED TREE PITS/ LAWN PANEL
- PROPOSED LITTER RECEPTACLE
- PROPOSED SITE BENCH
- PROPOSED BICYCLE RACK
- EXISTING LIGHT POLE TO REMAIN
- PROPOSED LIGHT POLE



VICINITY MAP
SCALE 1" = 2,000'



STREET TREE LIST							
KEY	QTY	BOTANICAL NAME	COMMON NAME	CAL	HGT	ROOT	SPACING
SHADE TREES							
PAA	8	Platanus x acerfolia	London Planetree	2½"-3" cal.		B&B	55' o.c.

Note: Plant counts are provided for the convenience of the contractor. The plan dominates on any discrepancies between the table and the plan. Contractor is responsible for verifying the counts and bringing any discrepancies to the attention of the landscape architect and client before proceeding. The planting plan must be carefully followed to ensure good plant survival and acceptance of landscaping upon completion of the project. Failure to install the specified plants in the specified locations will result in the rejection of the entire planting area, and the contractor will be required to reinstall the plantings as shown on the plans at their own expense. Substitutions are not allowed without prior approval of the landscape architect.

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.
20 0 10 20

NOTE: FINAL LANDSCAPE PLAN TO BE APPROVED AT SITE PLAN

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LAND SURVEYING
LANDSCAPE ARCHITECTURE
LAND PLANNING
9220 Wightman Road, Suite 120
Montgomery Village, MD 20886
Phone: 301.670.0840
www.mhgpa.com

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Professional Certification
I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Landscape Architect under the Laws of the State of Maryland. Lic. No. 615
Exp. Date. 09.10.2027

Comstock Companies Reston Station
1900 Reston Metro Plaza
10th Floor
Reston, VA 20190
mdaugard@comstock.com

REVISIONS

NO.	DESCRIPTION	DATE

TAX MAP GR342 WSSC 218NW07

PLAT 20464

4TH ELECTION DISTRICT
MONTGOMERY COUNTY
MARYLAND

PARCEL 2-H

ROCKVILLE TOWN CENTER

PROJ. MGR	KJH
DRAWN BY	CEB
SCALE	1"= 20'
DATE	08.12.2025

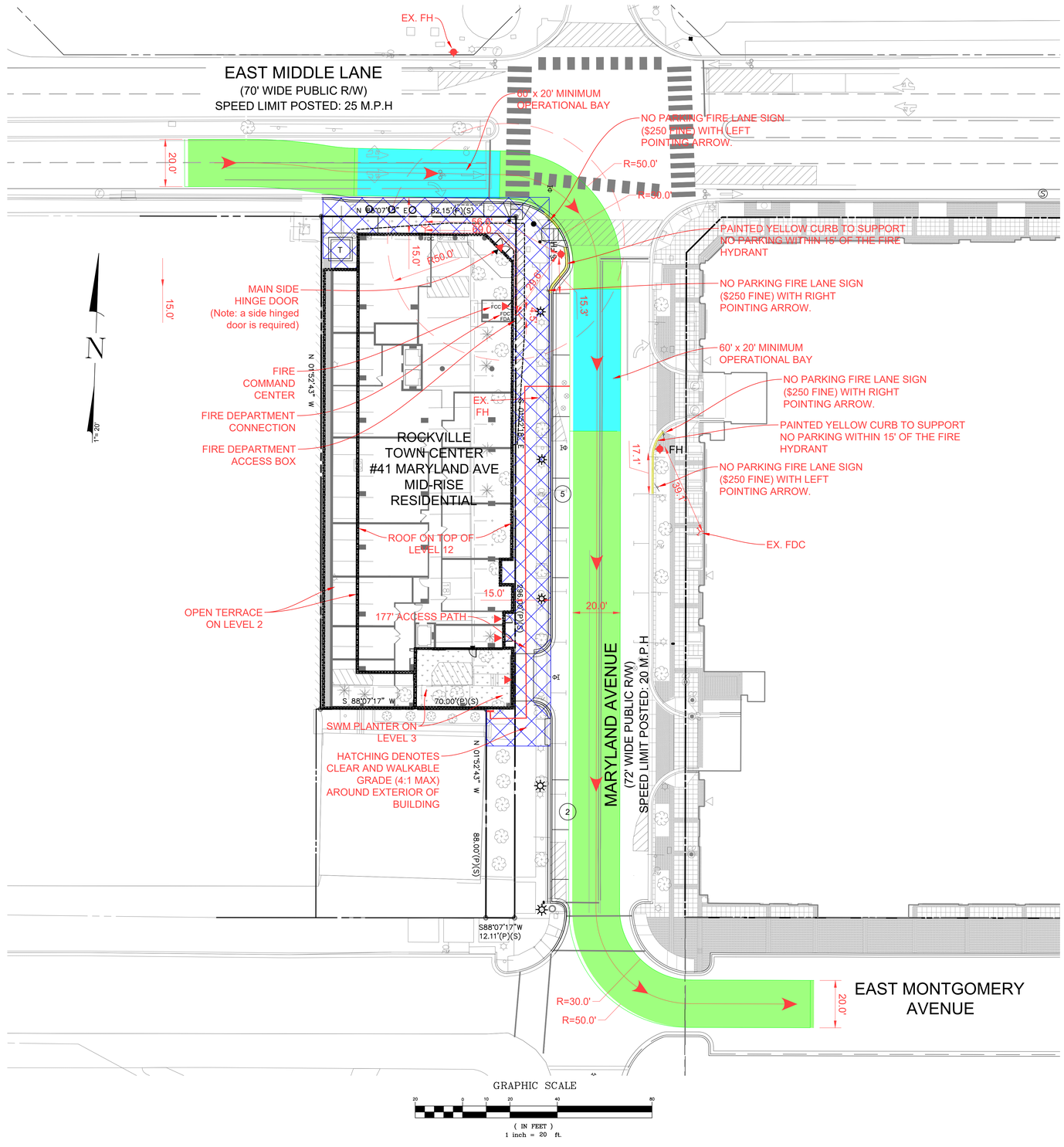
MOMENTUM AT ROCKVILLE STATION

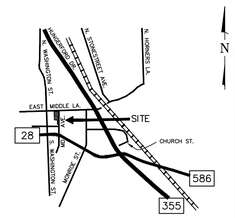
PROJECT PLAN
PJT2025-00023
ILLUSTRATIVE LANDSCAPE PLAN

L1.01

PROJECT NO.	24.271.11
SHEET NO.	1 OF 1

Community Planning & Development Services
Received
October 9, 2025





VICINITY MAP
SCALE 1" = 2,000'

LEGEND

- APPARATUS ACCESS MOVEMENT
- OPERATIONAL BAY 60 X 20' MIN
- 15' CLEAR AND WALKABLE GRADE AROUND BUILDING (4:1 MAX)
- MAIN EXTERIOR DOORS
- ACCESS PATH LENGTH

Structures undergoing construction, alteration, or demolition operations, including those in underground locations, shall comply with NFPA 241 and this chapter. NFPA 1, 16.1.1.

All of the following items shall be addressed in the fire safety program:
(1) Good housekeeping
(2) On-site security
(3) Fire protection systems
(a) For construction operations, installation of new fire protection systems as construction progresses
(b) For demolition operations, preservation of existing fire protection systems during demolition
(4) Organization and training of an on-site fire brigade
(5) Development of a prefire plan with the local fire department
(6) Rapid communication
(7) Consideration of special hazards resulting from previous occupancies
(8) Protection of existing structures and equipment from exposure fires resulting from construction, alteration, and demolition operations
NFPA 1, 16.3.1.2. [241:7.1]

It is the Owner's Responsibility for Fire Protection. NFPA 1, 16.3.2.
16.3.2.1* The owner shall designate a person who shall be responsible for the fire prevention program and who shall ensure that it is carried out to completion. NFPA 1, 16.3.2.1. [241:7.2.1]

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Owner: Comstock 41 Maryland, LLC
Address: 1900 Reston Metro PLZ, 10th fl, Reston VA 20190
Contact: Robert Demchak
Phone: 703.230.1985
Email: rdemchak@comstock.com

Applicant: SCG Development Holdings, LLC / Comstock 41 Maryland, LLC c/o SCG Development Holdings, LLC
Address: 8245 Boone Blvd #640, Vienna, VA 22182
Contact: Kirk Salpini
Phone: 703-942-6610 x 200
Email: kas@scgdevelopment.com

REVISIONS

NO.	DESCRIPTION	DATE

TAX MAP GR342 WSSC 218NW07

PLAT 20464

4TH ELECTION DISTRICT
MONTGOMERY COUNTY
MARYLAND

PARCEL 2-H

ROCKVILLE TOWN CENTER

PROJ. MGR	KJH
DRAWN BY	JDP
SCALE	1"= 20'
DATE	08/12/2025

FIRE DEPARTMENT SITE PLAN

PJ2.31

PROJECT NO. 24.271.11

Community Planning & Development Services
Received
August 20 2025

NOTE:

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DRAWING INDEX

A-01 - COVER
A-02 - ARCHITECTURAL SITE PLAN
A-03 - GROUND LEVEL PLAN
A-04 - LEVEL 1 PLAN
A-05 - LEVEL 2 PLAN
A-06 - LEVEL 3 PLAN
A-07 - TYPICAL LEVEL PLAN
A-08 - ROOF LEVEL PLAN
A-09 - ELEVATION
A-10 - ELEVATION
A-11 - ELEVATION
A-12 - ELEVATION
A-13 - SECTION
A-14 - PERSPECTIVES
A-15 - PERSPECTIVES
A-16 - PERSPECTIVES
A-17 - PERSPECTIVES
A-18 - PERSPECTIVES
A-19 - PERSPECTIVES
A-20 - PERSPECTIVES
A-21 - PERSPECTIVES

41 MARYLAND AVE

ROCKVILLE, MD 20850

PROJECT PLAN CONCEPT

COVER

A-01

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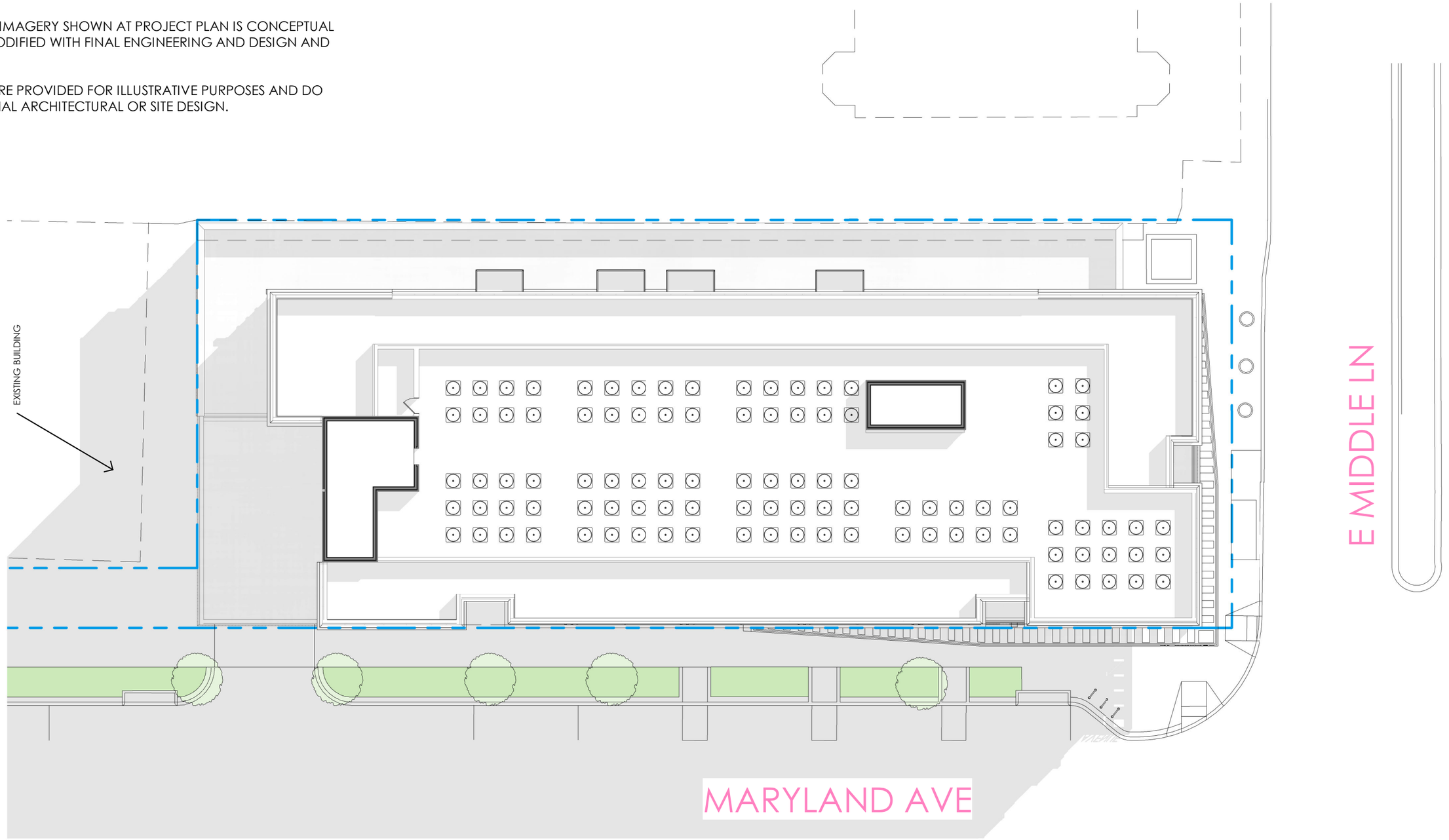

ARCHITECTURAL SITE PLAN SCALE: 1" = 20'-0"

N

41 MARYLAND AVE

ROCKVILLE, MD 20850

PROJECT PLAN CONCEPT

ARCHITECTURAL SITE PLAN

10' 20' 40'

SCALE: 1" = 20'-0"

A-02

8/13/2025 3:55:33 PM

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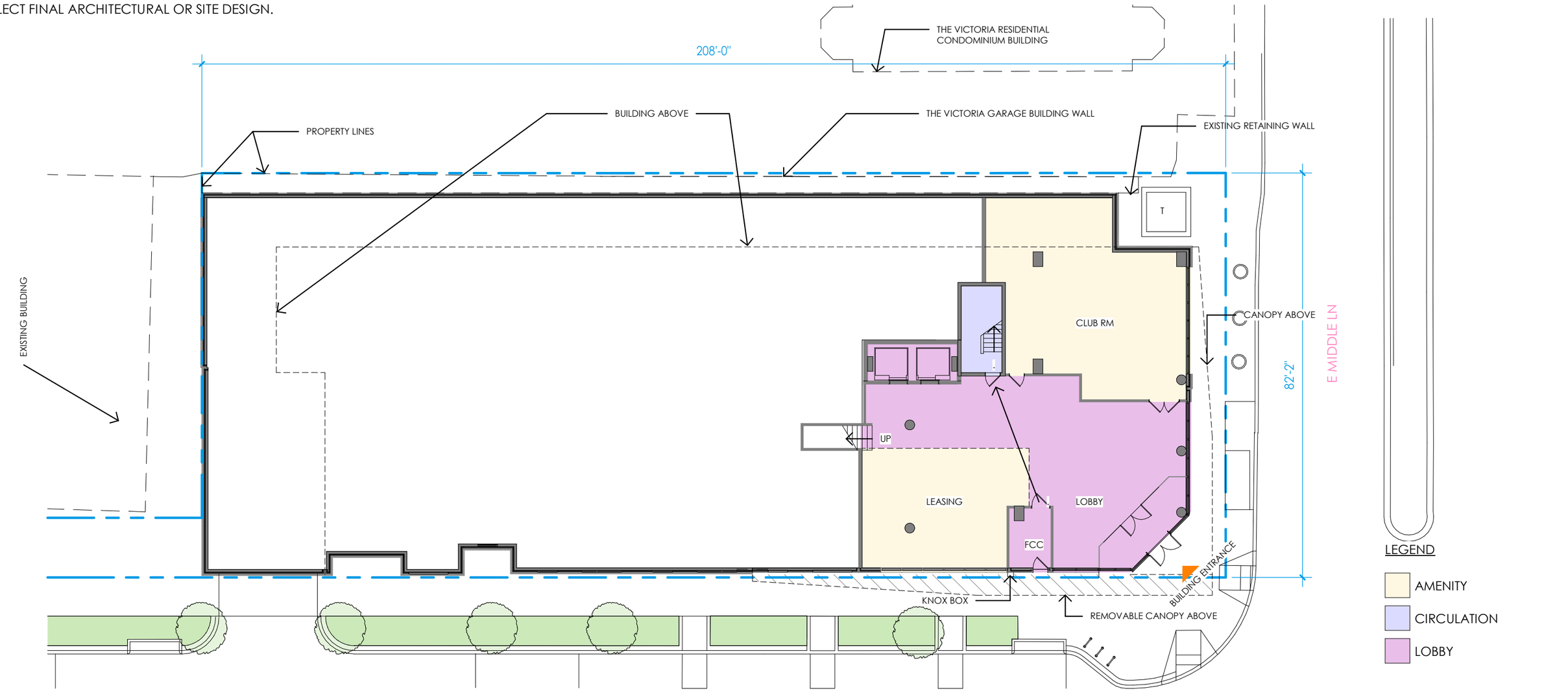

GROUND LEVEL PLAN SCALE: 1" = 20'-0"

N

41 MARYLAND AVE

ROCKVILLE, MD 20850

PROJECT PLAN CONCEPT

GROUND LEVEL PLAN

SCALE: 1" = 20'-0"

10' 20' 40'

A-03

8/13/2025 3:55:34 PM

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586

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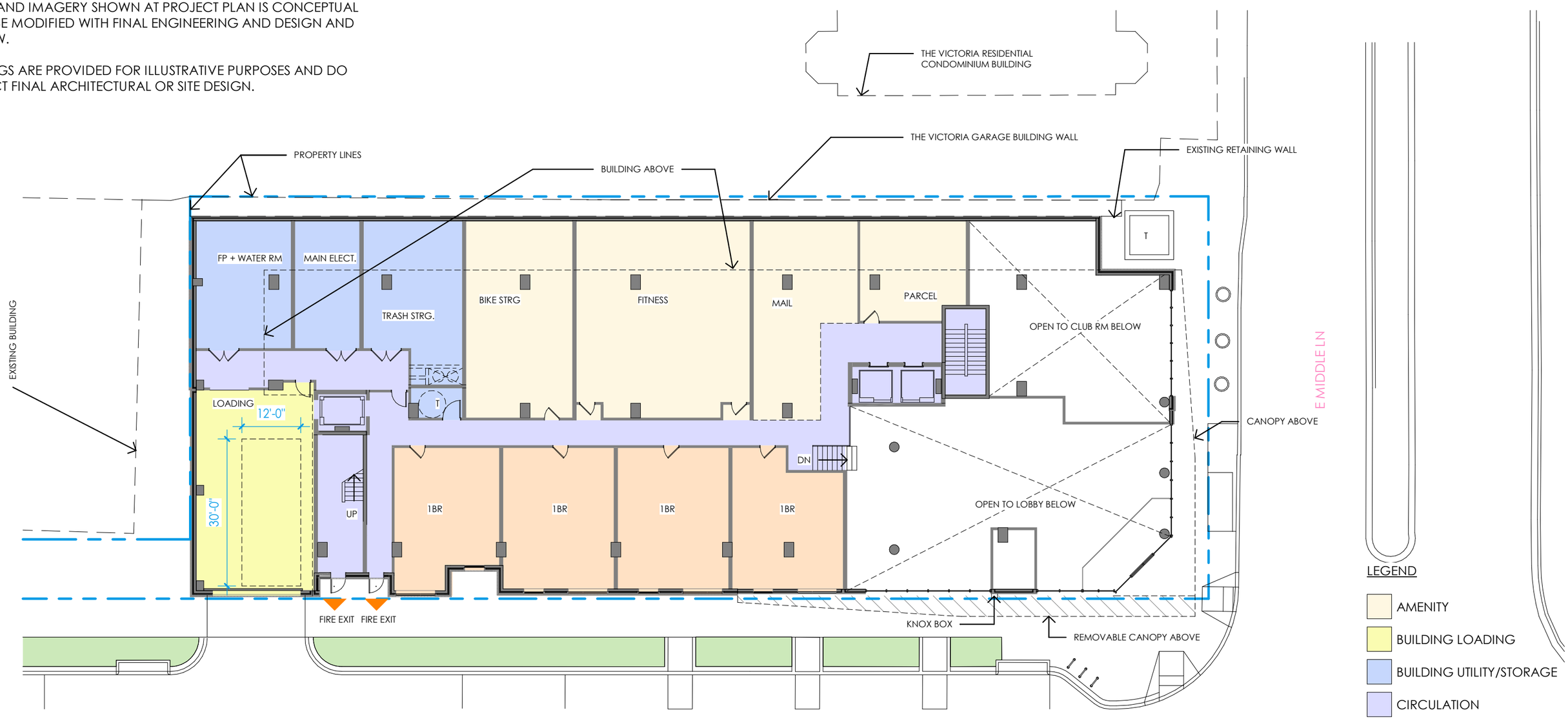

LEVEL 1 PLAN SCALE: 1" = 20'-0"

N

41 MARYLAND AVE

ROCKVILLE, MD 20850

PROJECT PLAN CONCEPT

LEVEL 1 PLAN

10' 20' 40'

SCALE: 1" = 20'-0"

A-04

8/13/2025 3:55:34 PM

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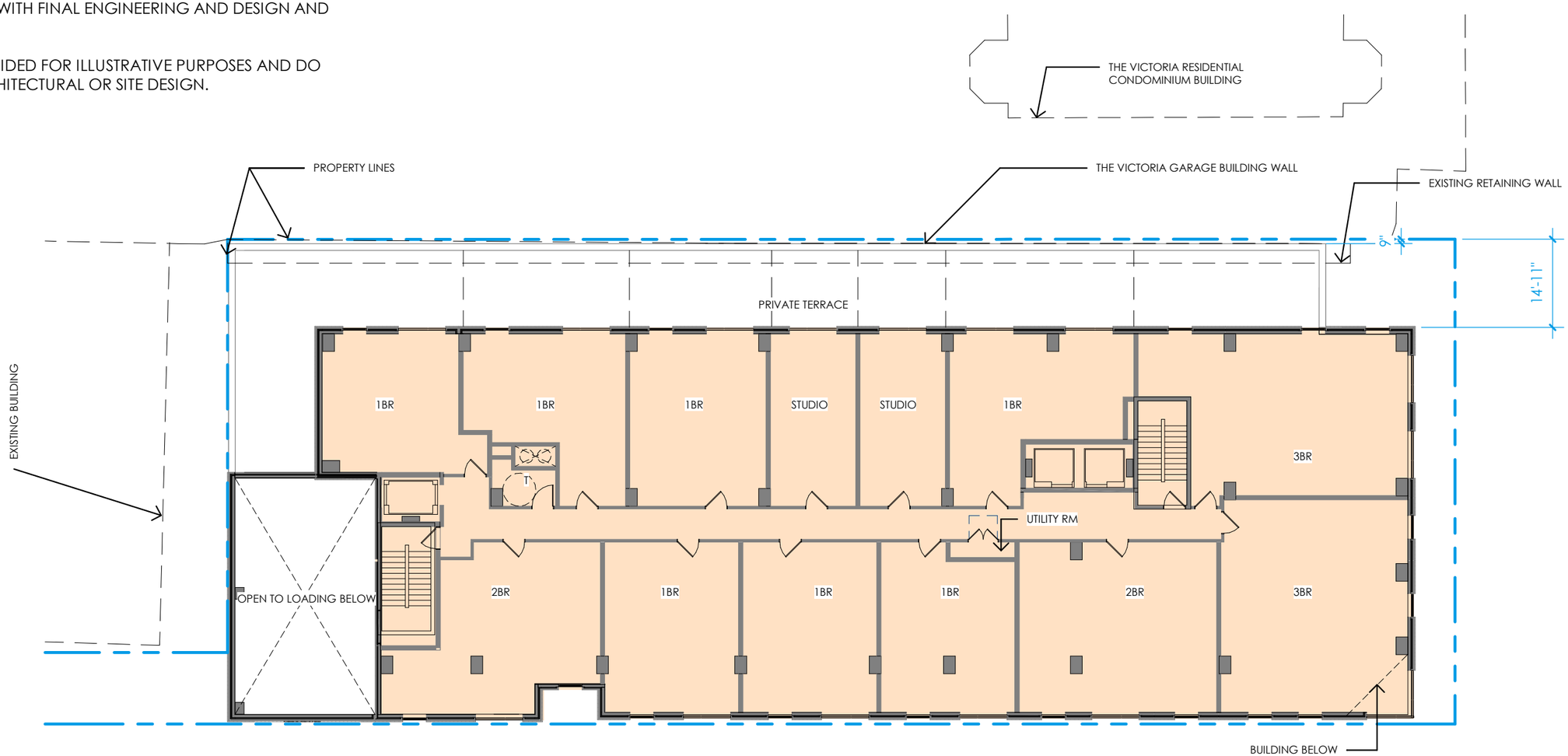

LEVEL 2 PLAN SCALE: 1" = 20'-0"

N

41 MARYLAND AVE

ROCKVILLE, MD 20850

PROJECT PLAN CONCEPT

LEVEL 2 PLAN

10' 20' 40'

SCALE: 1" = 20'-0"

A-05

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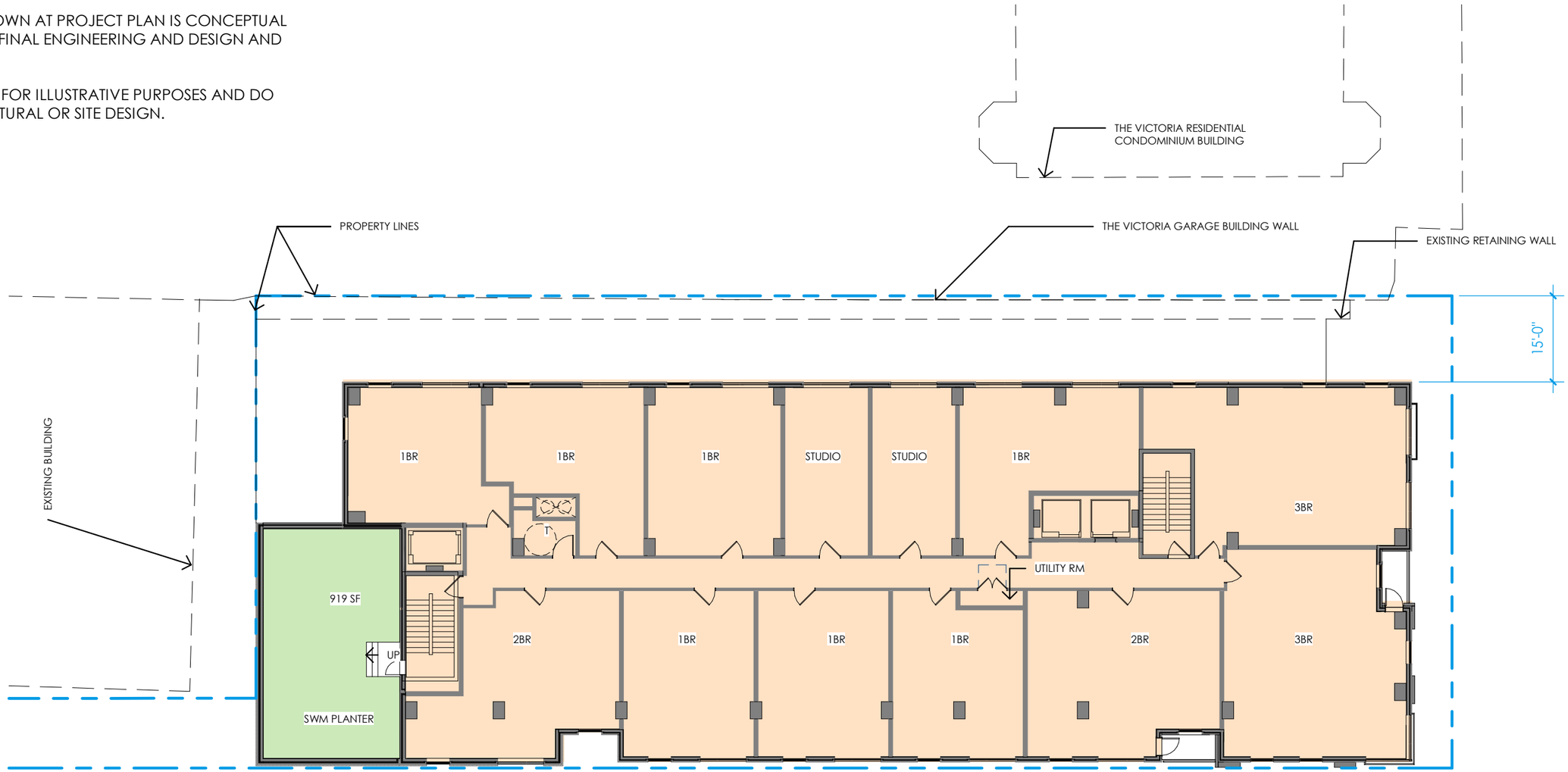

LEVEL 3 SCALE: 1" = 20'-0"

N

41 MARYLAND AVE

ROCKVILLE, MD 20850

PROJECT PLAN CONCEPT

LEVEL 3 PLAN

10' 20' 40'

SCALE: 1" = 20'-0"

A-06

8/13/2025 3:55:34 PM

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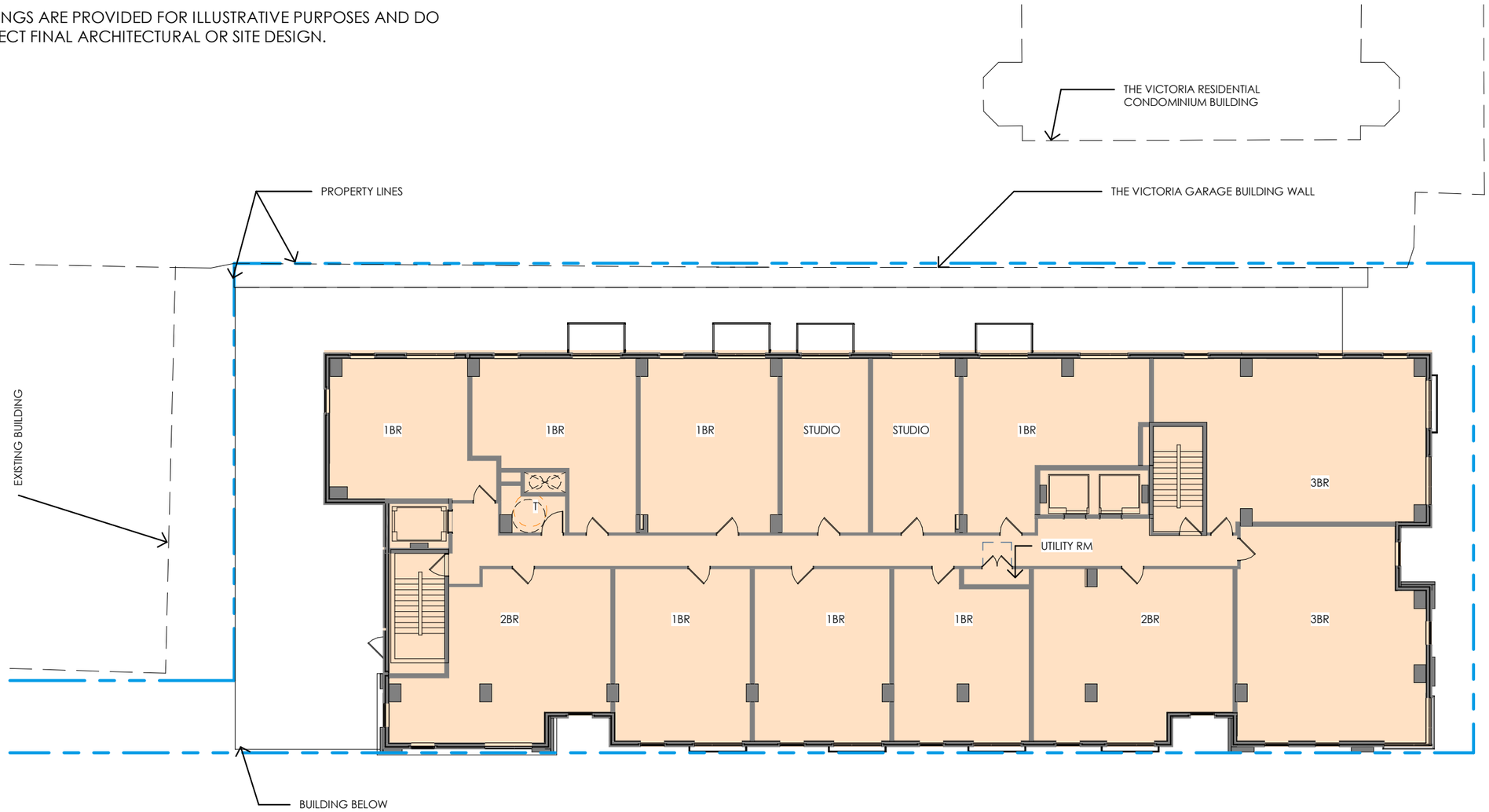

LEGEND

RESIDENTIAL

TYPICAL LEVEL PLAN SCALE: 1" = 20'-0"

N

41 MARYLAND AVE

ROCKVILLE, MD 20850

PROJECT PLAN CONCEPT

TYPICAL LEVEL PLAN

10' 20' 40'

SCALE: 1" = 20'-0"

A-07

8/13/2025 3:55:35 PM

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590

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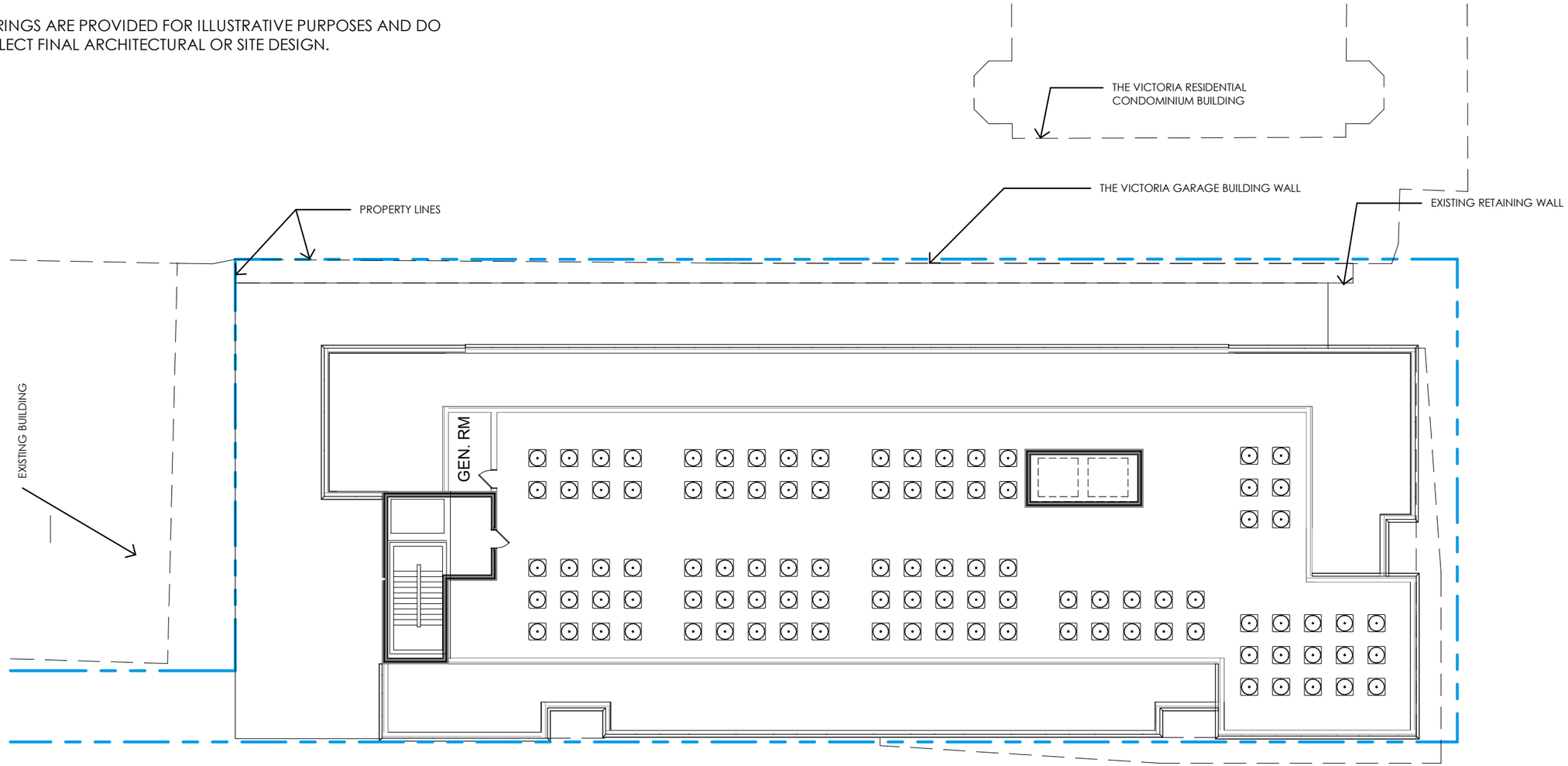

ROOF PLAN SCALE: 1" = 20'-0"

N

41 MARYLAND AVE

ROCKVILLE, MD 20850

PROJECT PLAN CONCEPT

10' 20' 40'

SCALE: 1" = 20'-0"

8/13/2025 3:55:35 PM

ROOF LEVEL PLAN

A-08

DAVIS CARTER SCOTT Ltd

dcs DESIGN

591

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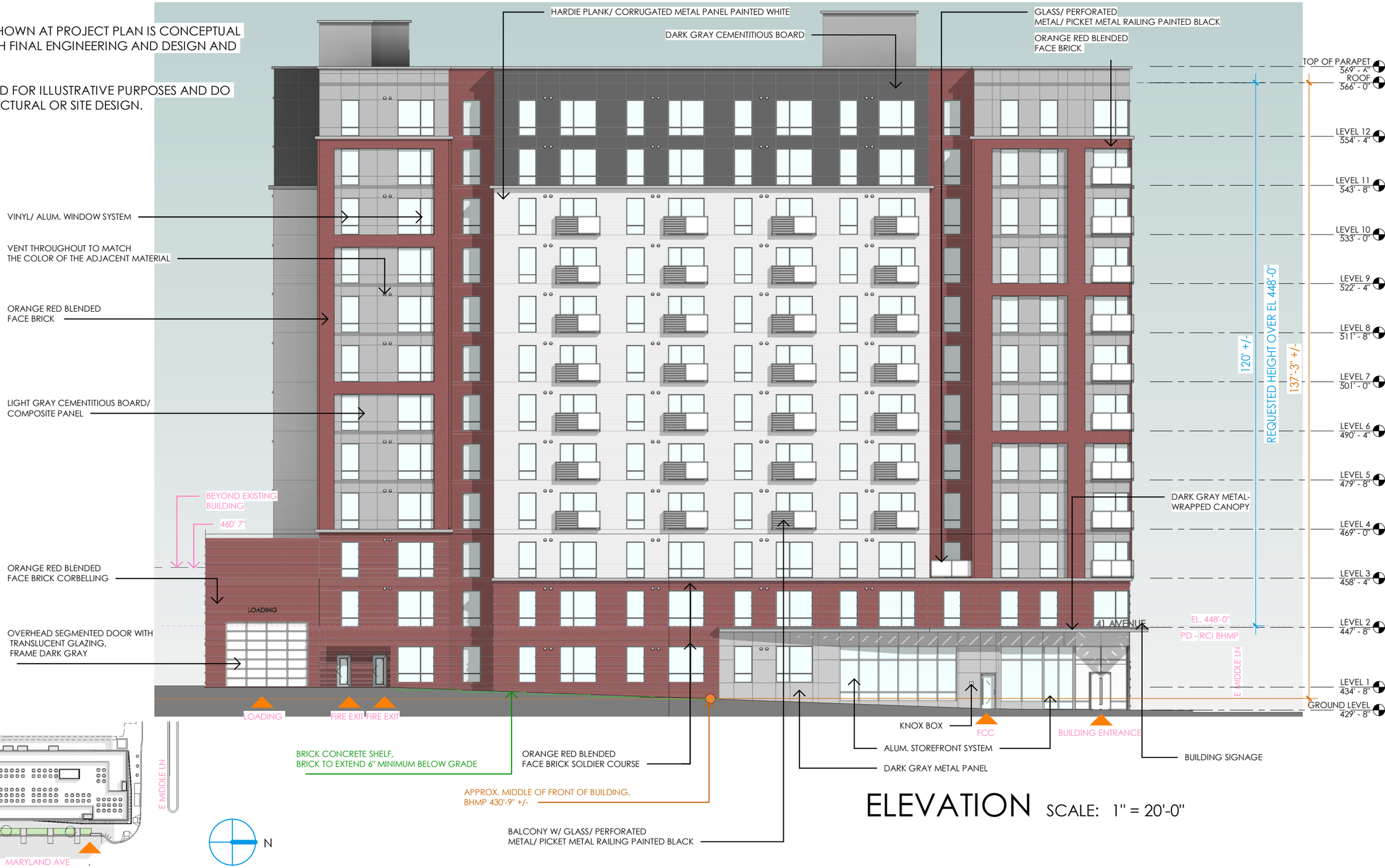

ELEVATION SCALE: 1" = 20'-0"

41 MARYLAND AVE

ROCKVILLE, MD 20850

PROJECT PLAN CONCEPT

ELEVATION

10' 20' 40'

SCALE: 1" = 20'-0"

A-09

8/13/2025 3:55:45 PM

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592

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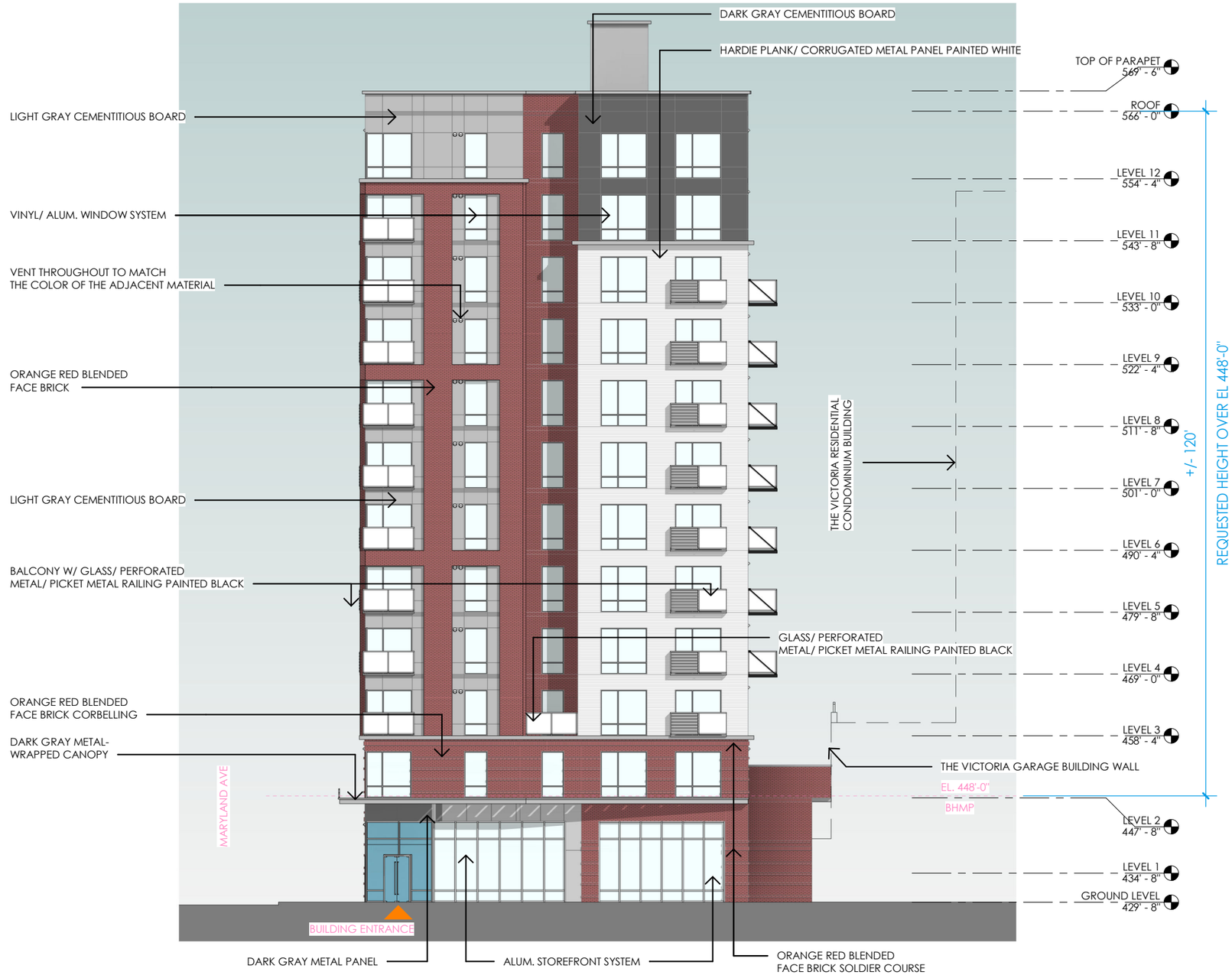
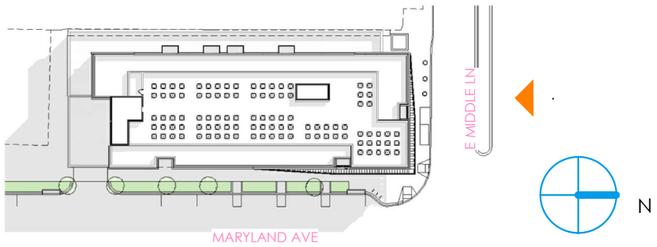


ELEVATION SCALE: 1" = 20'-0"



41 MARYLAND AVE

ROCKVILLE, MD 20850

PROJECT PLAN CONCEPT

ELEVATION

10' 20' 40'

SCALE: 1" = 20'-0"

A-10

8/13/2025 3:55:52 PM

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HARDIE PLANK/ CORRUGATED METAL PANEL PAINTED WHITE

DARK GRAY CEMENTITIOUS BOARD

TOP OF PARAPET
569' - 6"

ROOF
566' - 0"

LEVEL 12
554' - 4"

LEVEL 11
543' - 8"

LEVEL 10
533' - 0"

LEVEL 9
522' - 4"

LEVEL 8
511' - 8"

LEVEL 7
501' - 0"

LEVEL 6
490' - 4"

LEVEL 5
479' - 8"

LEVEL 4
469' - 0"

LEVEL 3
458' - 4"

EL. 448'-0"
BHMP

LEVEL 2
447' - 8"

LEVEL 1
434' - 8"

GROUND LEVEL
429' -8"

+/- 120'

REQUESTED HEIGHT OVER EL 448'-0"

MARYLAND AVE

VINYL/ ALUM. WINDOW SYSTEM

VENT THROUGHOUT TO MATCH
THE COLOR OF THE ADJACENT MATERIAL

LIGHT GRAY CEMENTITIOUS BOARD

ORANGE RED BLENDED
FACE BRICK

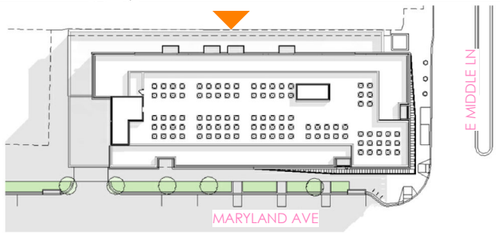
LIGHT GRAY CEMENTITIOUS BOARD

PRE-FABRICATED BALCONY W/ GLASS/ PERFORATED
METAL/ PICKET METAL RAILING PAINTED BLACK

ORANGE RED BLENDED
FACE BRICK CORBELLING

DARK GRAY METAL-
WRAPPED CANOPY

ORANGE RED BLENDED
FACE BRICK SOLDIER COURSE



ELEVATION SCALE: 1" = 20'-0"

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41 MARYLAND AVE

ROCKVILLE, MD 20850

PROJECT PLAN CONCEPT

10' 20' 40'

SCALE: 1" = 20'-0"

ELEVATION

A-11

8/13/2025 3:56:00 PM

DAVIS CARTER SCOTT Ltd. DESIGN

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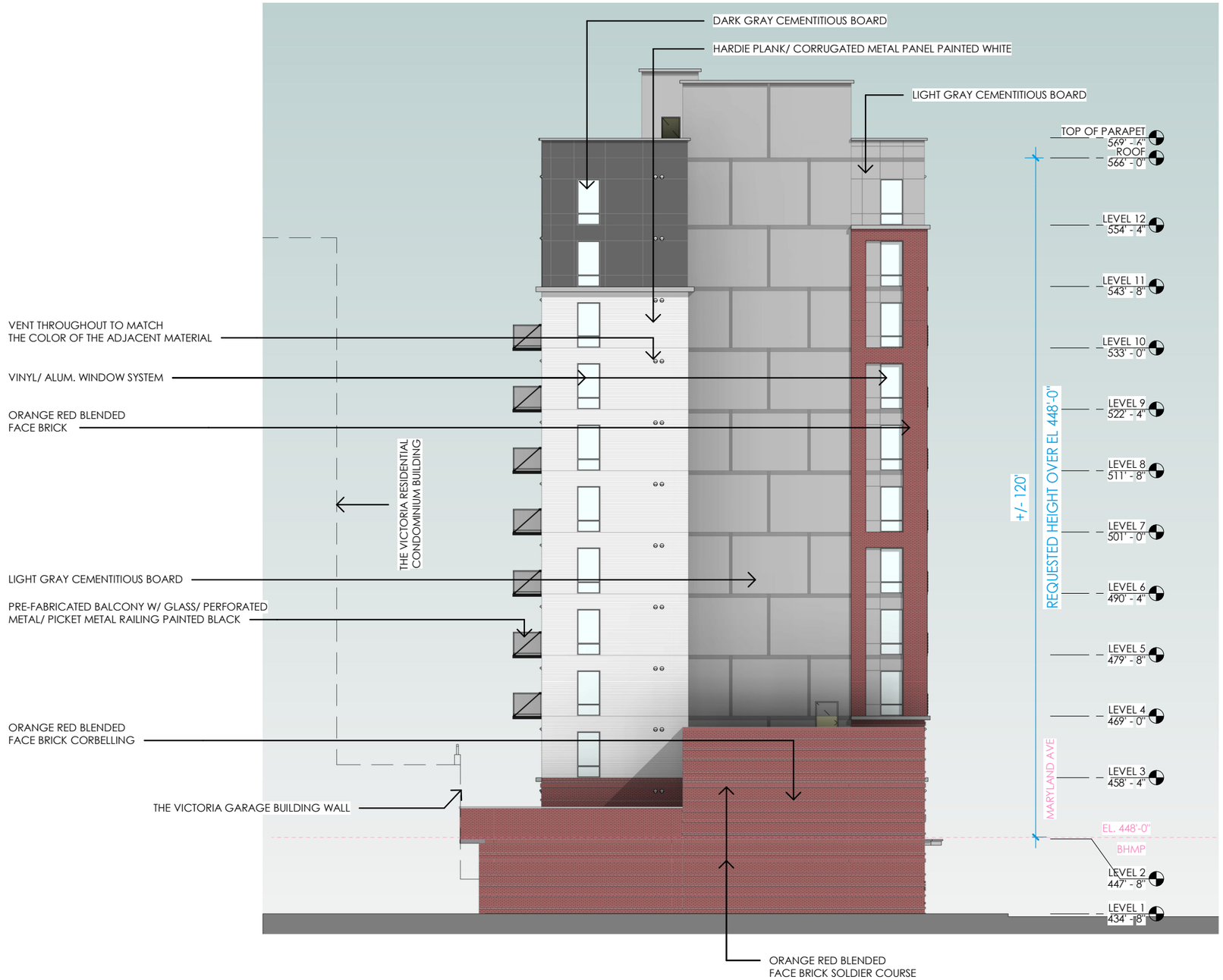
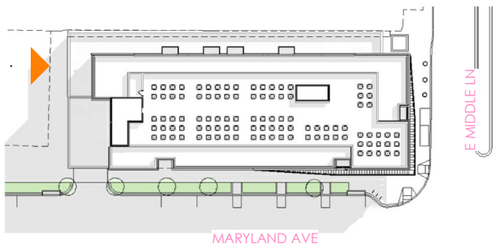


ELEVATION SCALE: 1" = 20'-0"



41 MARYLAND AVE

ROCKVILLE, MD 20850

PROJECT PLAN CONCEPT

ELEVATION

10' 20' 40'

SCALE: 1" = 20'-0"

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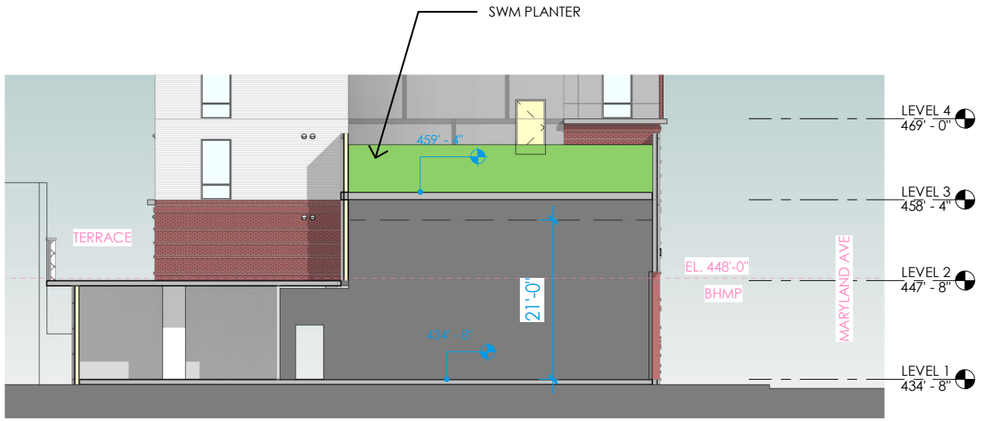
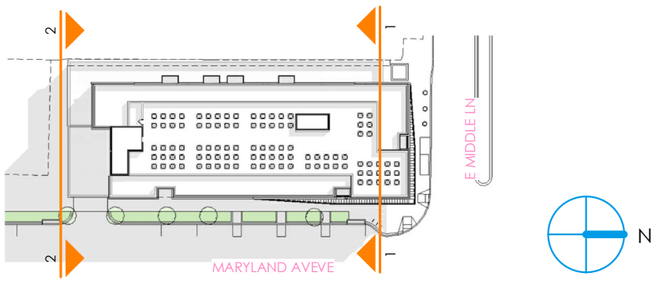


SECTION 2 SCALE: 1" = 20'-0"



SECTION 1 SCALE: 1" = 20'-0"

41 MARYLAND AVE

ROCKVILLE, MD 20850

PROJECT PLAN CONCEPT

SECTION

10' 20' 40'

SCALE: 1" = 20'-0"

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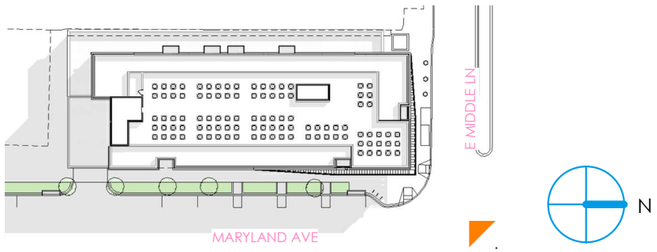

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ROCKVILLE, MD 20850

PROJECT PLAN CONCEPT

PERSPECTIVES

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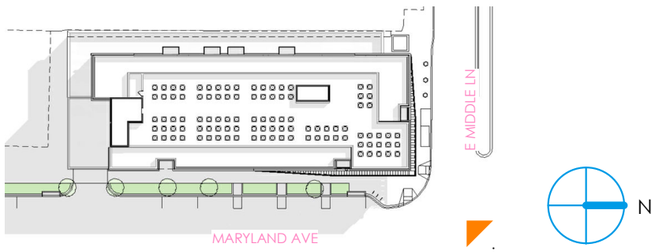

41 MARYLAND AVE

ROCKVILLE, MD 20850

PROJECT PLAN CONCEPT

PERSPECTIVES

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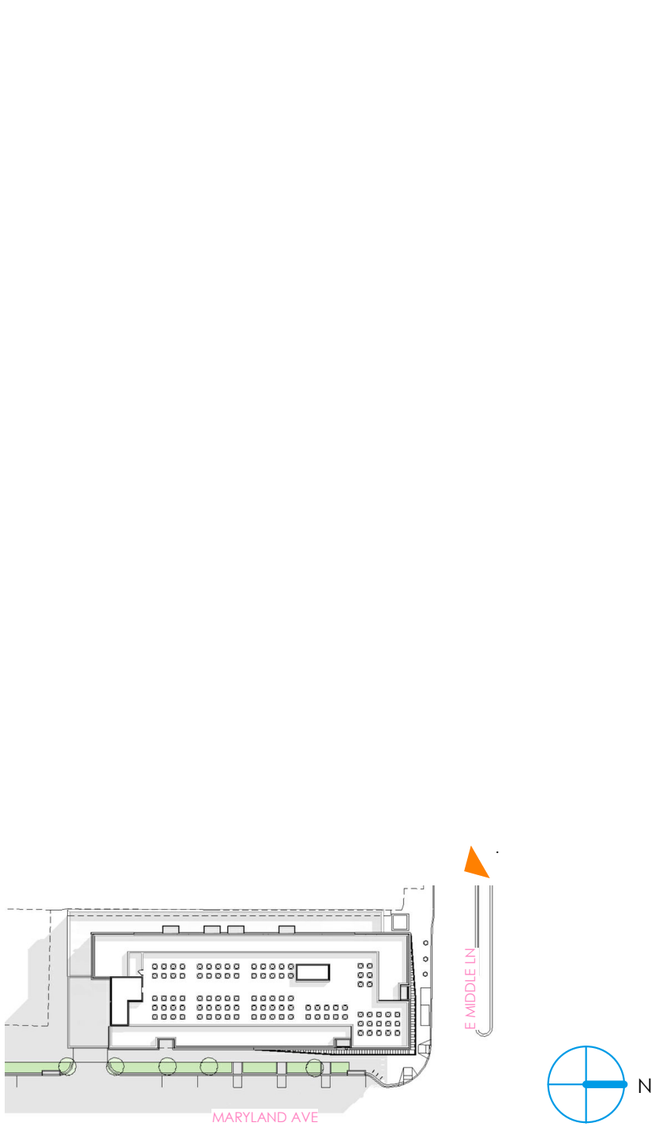

41 MARYLAND AVE

ROCKVILLE, MD 20850

PERSPECTIVES

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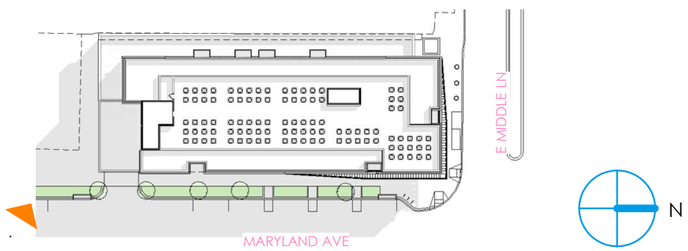

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ROCKVILLE, MD 20850

PERSPECTIVES

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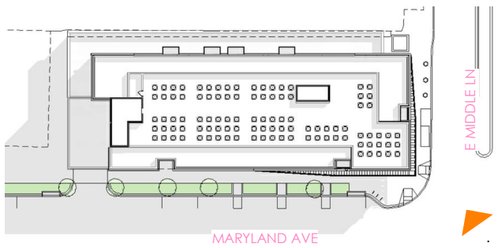

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ROCKVILLE, MD 20850

PERSPECTIVES

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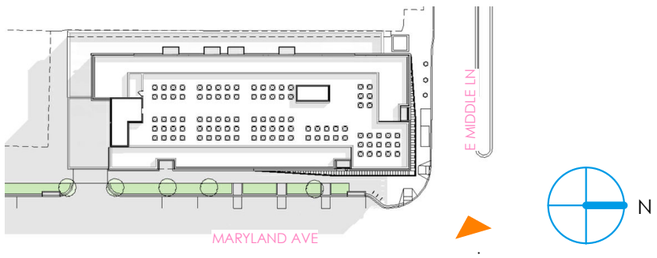

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ROCKVILLE, MD 20850

PERSPECTIVES

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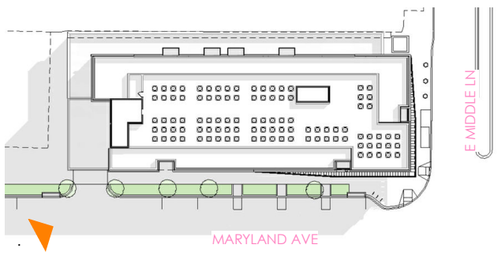

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ROCKVILLE, MD 20850

PERSPECTIVES

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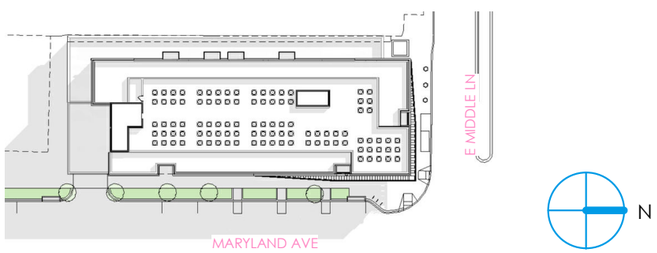

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ROCKVILLE, MD 20850

PERSPECTIVES

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Community Planning & Development Services
Received
April 3, 2025

Application for

Project Plan Application/Amendment

PJT
3/25

City of Rockville
Department of Community Planning and Development Services

111 Maryland Avenue, Rockville, Maryland 20850
Phone: 240-314-8200 • **Fax:** 240-314-8210 • **E-mail:** cpds@rockvillemd.gov • **Web site:** www.rockvillemd.gov

Type of Application: Amendment PDP94-001/E

☐ Project Plan ☑ Project Plan Amendment (major) ☐ Project Plan Amendment (minor)

Please Fully Complete

Property Address information 41 Maryland Avenue/44 Maryland Avenue

Subdivision Rockville Town Center Lot (S) Par 2-H, Par 2-M - Residential Unit Block

Zoning PD-RCI Tax Account (S) 03198603, 03753453,

Applicant Information:
Please supply Name, Address, Phone Number and E-mail Address

Applicant SCG Development Holdings, LLC/Comstock 41 Maryland, LLC/ Comstock 44 Maryland, LLC
c/o SCG Development Partners, 8245 Boone Blvd #640, Vienna, VA 22182 attn: Kirk Salpini, 703-942-6610 x 200, kas@scgdevelopment.com

Property Owner Comstock 41 Maryland, LLC/Comstock 44 Maryland, LLC
c/o Comstock, 1900 Reston Metro Plaza 10th Floor, Reston, VA 20190, Attn: Robert Demchak, 703-230-1985, rdemchak@comstock.com

Architect Davis Carter Scott Ltd Design
8614 Westwood Center Drive #800, Tysons, VA 22182 Attn: Douglas Carter, AIA, 703-556-9275, dcarter@dcsdesign.com

Engineer Macris Hendricks Glascock
9220 Wightman Road, Montgomery Village, MD 20886, Attn: Kyle Hughes, 301-67-0840, khughes@mhgpa.com

Attorney Shulman Rogers PA
12505 Park Potomac Avenue #600, Potomac, MD 20854, Attn: Nancy Regelin, Esquire, 301-230-5224, nregelin@shulmanrogers.com

Project Name Momentum at Rockville Station

Project Description Up to 147 DU Multi-family residential affordable mixed income housing project and amendments to PDP1994-00001E, and to PJT2014-003 with respect to 44 Maryland Avenue/Par 2-M Residential Unit

STAFF USE ONLY
Application Acceptance:
Application # PJT2025-00023

Application Intake:
Date Received April 3, 2025
Reviewed by Fee: $13,519.50

Application Information:

Level of review and project impact:

This information will be used to determine your projects impact, per section 25.07.02 of the Zoning Ordinance for Project Plan and Site Plan applications only.

Tract Size 0.42 + 1.45 acres, # Dwelling Units Total 147 Square Footage of Non-Residential zero

Residential Area Impact 10% %

Traffic/ Impact/trips net loss -45/-115

Proposed Development:

Retail _____ Sq. Footage

Office _____ Sq. Footage

Restaurant _____ Sq. Footage

Other _____ Sq. Footage

Detached Unit _____

Duplex _____

Townhouse _____

Attached _____

Multi-Family 147

Live _____

MPDU 15% after LIHTC term

Parking Spaces zero

Handicapped _____

# of Long Term TBD

# of Short Term TBD

Existing Site Use(s) (to include office, industrial, residential, commercial, medical etc.) surface parking lot 41 Maryland/ Multi-family 44 Maryland

---

Estimated Points Total:

To complete the table below, use the information that you provided above to calculate your total points from the chart below.

Points/Elements	1	2	3	4	Points
Tract size - Acres	1 or fewer	1.1 to 2.5	2.6 to 5	5.1 or greater	3
Dwelling Units	5 or fewer	6 to 50	51 to 150	151 or greater	3
Square Footage of Non-Residental Space	5,000 or fewer square feet	5,001 to 10,000 square feet	10,001 to 50,000 square feet	50,001 or greater square feet	zero
Residential Area Impact	No residential development in a residental zone within 1/4 mile of the project	35% of area within 1/4 mile of the project area is comprised of single-unit detached residental units	65% of area within 1/4 mile of the project area is comprised of single-unit detached residential units	Development is within single-unit detached unit area.	1 (10%)
Traffic Impact - Net new peak hour trips	Fewer than 30 trips	30-74 trips	75-149 trips	150 or more trips	1
Points Total*					
The total of the points determine the level of notification and the approving authority .					

Based on The Impact Total Your Project will be:

☑ Project Plan Amendment

☐ Project Plan Amendment (major)

☐ Project Plan Amendment (Minor)

Waiver of Equivalent Zone Development Standards

The Approving Authority for a Project Plan being reviewed with a floating zone map amendment application may waive one (1) or more of the development standards of the designated equivalent zone.

Are you applying for a waiver of equivalent zone development standards?

☑ Yes (If yes, continue below) ☐ No (If no, continue to next section "Previous Approvals")

Such waiver request must provide a statement of justification demonstrating good cause for waiving the equivalent zone development standards based on the following criteria:

1. Whether the waiver of the development standard of the equivalent zone permits the application to meet the intent of the Plan
2. Whether the waiver of the development standard results in development that is compatible with development on adjacent properties;
3. Whether applying the development standard of the equivalent zone is consistent with good planning and design principles;
4. Such other factors as the Approving Authority reasonably deems appropriate.

Previous Approvals: (if any)

Application Number	Date	Action Taken
PDP94-001-001E/PJT2014-00003	1994/2005/2014	PI Comm & M&C Approved
STP2012-00105	2012	Approved

A letter of authorization from the owner must be submitted if this application is filed by anyone other than the owner.

I hereby certify that I have the authority to make this application, that the application is complete and correct and that I have read and understand all procedures for filing this application. SCG Development Holdings, LLC

By: _____ 3/27/25 _____ Owner's Authorization Attached

Please sign and date Kirk Salpini, Authorized Signatory

Application Checklist:

The following items are to be furnished as part of this application:

- [x] Completed Application
- [x] Filing Fee (to include Sign Fee)
- [x] Pre-Application Meeting Number PAM2025-00156 and Documentation (Development Review Committee Mtg. notes)
- [x] Proposed Area Meeting Date 4/22 - 4/24 including location Webex virtual
- [x] Concept Site development plan, prepared and certified by a professional engineer. (Twelve (12) copies - Fifteen (15) if on a state highway: (size 24 x 36)(folded to 81/2 X 11)
- [x] Approved NRI/FSD (Natural Resources Inventory/Forest Stand Delineation Plan)
- [x] Conceptual Building Elevations & Floor Plan (3 copies)
- [x] CTR (Comprehensive Transportation Review) Report –with fee acceptable to Public Works (copy to CPDS).
- [x] Concept Landscape Plan (6 copies) (size 24" X 36") (folded to 8/1/2" X 11").
- [x] Preliminary Forest Conservation Plan (FCP)
- [x] Pre-Application Storm Water Management Concept Package with Fee via Separate Check (Unless Previously Submitted with the Pre-application Materials)
- [x] Water and Sewer Authorization Application
- [x] Project narrative to include statement of justification that addresses compliance with all relevant Sections of the Zoning Ordinance, including but not limited to:

  -Comprehensive Master Plan and other plan regulations

  -Master Plan other Plans and Regulations

  -Mixed Use Development Standards, including Layback slope and shadow study (Section 25.13)

  -Landscape, Screening and Lighting Manual

  -Adequate Public Facilities (Section 25.20)

  -Parking (Section 25.16)

  -Signs (Section 25.18)

  -Public use space (Section 25.17)

- [ ] Additional information as requested by staff
- [x] Electronic Version of all materials (pdf format acceptable)
- [x] Fire protection site plan
- [ ] Statement addressing criteria for waiver of equivalent zone development standards (if applicable) INCLUDED IN SOJ

Comments on Submittal: (For Staff Use Only)

Community Planning & Development Services
Received
October 9, 2025

STATEMENT OF JUSTIFICATION
Project Plan Amendment
41 Maryland Avenue - Momentum at Rockville Station
Updated September 2025

I. INTRODUCTION

SCG Development Holdings, LLC, contract purchaser of Parcel 2-H, Rockville Town Center subdivision with address of 41 Maryland Avenue with the consent of Comstock 41 Maryland, LLC, property owner of 41 Maryland Avenue, and **Comstock 44 Maryland, LLC**, property owner of the multi-family condominium unit and other commercial units in the building on Parcel 2-M, Rockville Town Center subdivision (generally referred to here as 44 Maryland Avenue), (together as joint "**Applicant**"), submits this Project Plan Amendment Application pursuant to Sections 25.07.01 through 25.07.04 of the Rockville Zoning Ordinance for the amendments to existing PDP approvals for the proposed "Momentum at Rockville Station" affordable residential development at 41 Maryland Avenue including, a modification to the massing, waiver of required parking, reduction in commercial space, and confirmation of the total number of dwelling units, as well as modifications to the MPDU Declaration of Covenants encumbering 44 Maryland Avenue as a key element of the affordable housing capital stack for 41 Maryland Avenue. A Waiver application with justifications for parking reduction and requested height are included in both this Statement and supplemental documentation.

II. PROPERTY

A. **Property Identification**. The subject property is Parcel 2-H, Rockville Town Center subdivision per Plat 20464, with address of 41 Maryland Avenue, Rockville, Maryland 20850 ("**Property**").

The Property is zoned PD-RCI and lies within the Town Center Planning Area, specifically the Central Town Center and Core Character areas. Within the governing documents of PD-RCI, the Property has been referred to from time to time as "Parcel 2-H" and/or "Block 4".

The property identification for the property subject to the proposed amendment of the MPDU Declaration of Covenants (recorded at Liber 48595 at folio 408) is the Residential Unit, Rockville Town Center Phase 1 Master Condominium per Declaration recorded in Book 50182 Page 278 et seq, as amended, and shown on Plat 11252 through 11276, encumbering Parcel 2-M, Rockville Town Center subdivision ("**44 Maryland Avenue**" or "**44 MD MPDU Property**").

B. **Property Location and Characteristics.** The Property is located in Rockville Town Center approximately 790 feet west of Maryland Route 355-Hungerford Drive and bounded by East Middle Lane, Maryland Avenue, and East Montgomery Avenue. The

Property is currently improved as a surface parking lot with finished sidewalks along Middle Lane, Maryland Avenue and E. Montgomery Avenue. The Property is part of a five block planned development PD-RCI per PDP94-001, as amended, that includes 255 Rockville Pike on Parcel 2-F/Block 1, Regal Row on Parcel 2-G/ Block 5, BLVD 44 and the Cambria Suites Hotel on Parcel 2-M/ Block 3, BLVD Ansel and Residences on the Lane on Parcel 2-L/Block 2, and the surface parking lot at 41 Maryland Avenue on Parcel 2-H/ Block 4.

To the west, the Property is adjacent to, and shares a common property line with, the Victoria Condominiums zoned MXTD. To the east across Maryland Avenue, the Property confronts the BLVD Forty-four apartment building with street level retail and restaurants zoned PD-RCI at 44 Maryland Avenue. To the north across Middle Lane, the Property confronts the mixed-use district Rockville Town Square zoned PD-TS, specifically the Lunette building of the Fenestra apartment group and the first floor retail Starbucks space. To the south across East Montgomery Avenue, the Property confronts the Courthouse Square Park zoned Park Zone and beyond that the Red Brick Historic Courthouse zoned MXTD, and to the south east across the East Montgomery Avenue/Maryland Avenue intersection, the two story Regal Row retail/office/theatre pavilion at 199 E. Montgomery Avenue zoned PD-RCI. To the south the Property also shares common property lines with the office building at 32 Courthouse Square zoned MXTD.

The Montgomery County Circuit Court is one block south and the Maryland District Court is two blocks further south along Maryland Avenue at East Jefferson Street.

The Property is within walking distance of transit along existing sidewalks approximately 1250 feet across the elevated pedestrian bridge to the station entrance of the Rockville Metro Station on the WMATA Redline, and approximately 1000 feet along Middle Lane across Rockville Pike to the station sidewalk. Several bus stops are proximate on Middle Lane servicing multiple bus routes. Bike lanes exist on the south side of Middle Lane adjacent to the Property.

The Property is surrounded by sidewalks, street trees and street-lights connected to the established grid of sidewalks and streets throughout Town Center via pedestrian crosswalks at each corner of Maryland Avenue. A curb cut for the existing parking lot is on Middle Lane. On-street City-metered parking is along the frontage on Maryland Avenue. A marked handicapped on-street space is located on the south property line curbside on East Montgomery Avenue.

Per the NRIFSD, the Property is within the Rock Creek watershed and drains to the Croydon Park Tributary. The site is not associated with any areas of forest, wetlands, 100-year flood plain, streams, stream buffer, or steep slopes. No rare, threatened, or

endangered species were observed on the site. There are no known or recommended historic properties on or adjacent to the site per the Rockville Historic master plan or the Maryland Inventory of Historic Properties. The closest historic assets to the west and south are the West Montgomery Avenue and Courthouse Square Historic Districts.

C. **Neighborhood.** The Property lies within Rockville Town Center. It is in the block south of the Rockville Town Square mixed-use residential, retail and institutional/cultural development in the heart of Town Center. Within Rockville Town Square is Rockville Town Center Park with the Music Pavilion, Ice Skating Rink, Public Library as well as the VisArts Gallery, Buchanan Room and Rooftop entertainment venues. In the block south of the Property is Courthouse Square Park at the Red Brick Historic Courthouse. The Property is within walking distance of the historic West End residential district to the west of North Washington Street known as the West Montgomery Avenue Historic District and the Courthouse Square Historic District. It is within walking distance of the Lincoln Park/East Rockville residential district to the east at Park Avenue east of the Rockville Metro Station. The Building lies on the main pedestrian spine through Town Center along Maryland Avenue north through the main retail district of town center.

The Property is within walking distance of Rockville Town Center Park, Courthouse Square Park and James Monroe Park.

The Rockville Volunteer Fire Station No. 3 that includes fire and rescue as well as ambulance, medic equipment, and staff is located two blocks northeast of the Property at the intersection of Hungerford Drive at Beall Avenue.

The extensive transportation and public transit network proximate to the Property (MD 355, MD 28, I-270, MD 526, MD 200 and more) provides convenient regional access to the rich employment, services, government, cultural, historic, entertainment, and retail opportunities in all directions.

D. **Prior Approvals**.

Planned Development PDP94-001 through PDP94-001E – density, massing, uses, 40% reduction required commercial parking, traffic mitigation requirements
Use Permit USE2006-00699A

PDP94-001 through PDP94-001E, included land use allocations by block, as well as massing diagrams with maximum heights and reserved shadow case areas. See **Attachment A** for the original PDP94-001 land use allocation, massing diagram, and relevant excerpt of the amended PDP94-001 land use allocation for Block 4 – Parcel 2-H 41 Maryland. The PDP land use allocation was amended for Blocks 2 and 3 by later Project Plans but did not change the approvals for the Property on Parcel 2-H/Block 4.

Parcel 2-H – 41 Maryland
Record Plat 20464 Resubdivision Parcel 2-H, Rockville Town Center
Use Permit USE94-00531 – surface parking lot

Parcel 2-M – 44 Maryland
PDP94-001E
Site Plan STP2012-00105, STP2016-00279
Record Plat 24566 for Parcels 2-M and 2-L, Rockville Town Center

The Project lies within Planned Development PD-RCI which previously delivered street dedication and construction of the surrounding street grid, traffic mitigation improvements and contributions to City traffic improvements in the surrounding area, construction of stairs and elevator to the elevated Promenade Plaza connection to the Metro station, dedication of and construction of Courthouse Square Park, contributions to improvements at James Monroe Park, among other improvements and contributions under PDP94-001, as amended. APFO valid per Code Section 25.20.04 to November 1, 2030, subject to extensions.

III. PROPOSED DEVELOPMENT

A. Project – Momentum at Rockville Station 41 Maryland

The Project proposes:

i. Multi-family residential development: Up to 147 dwelling units in a mix of studio, one-bedroom, 2-bedroom and 3-bedroom units;

ii. 100% Affordable Units: 100% affordable to a range of households with qualified incomes under Federal LIHTC or local programs and affordability conditions are only subject to the terms of those programs during their compliance period; upon the expiration of the LIHTC or local program compliance period, all units that have been designated to satisfy the city's MPDU requirements (62) will be subject to covenants or other long-term protective measures ensuring that such units will meet the city's remaining affordability control period and all other requirements of City Code Chapter 13.5.

iii. No commercial space: Ground floor space will be activated with resident activity centers and amenity spaces anchored by a corner lobby with window walls along both Middle Lane and Maryland Avenue and residential units along part of Maryland Avenue;

iv. Massing: 12-story building with maximum height over the 448 ft elevation of up to 120 feet for flexibility on floor-to-floor dimensions and construction methodology;

v. Building Amenities: Lobby gathering space, fitness room, clubroom, bike storage and package storage.

vi. Interior Loading: Interior loading dock and waste management accessed from Maryland Avenue;

vii. Parking Waiver: Zero on-site parking; Flexible Parking reduction to zero required parking for the Project requested per 25.16.03.h.1. Waiver Application and Parking Justification Memo submitted concurrently;

viii. Off-site Improvement: (i) Proposed curbside drop-off/pick-up spaces along the Maryland Avenue right-of-way near the lobby entrance; and (ii) extended intersection pedestrian safety zone improvements at Middle Lane corner;

ix. Waiver of Equivalent Zone Standard for Height request to 120' over the 448' elevation.

The Project delivers an affordable housing asset to Rockville Town Center in a transit rich location with a Walk-Score of 93% ("Walker's Paradise" score) and denoted as an "Excellent Transit" and "Bikeable" location by walkscore.com, indicating residents are able to easily access local amenities without a car. With the wide range of unit sizes, and a broader range of qualifying household incomes under Federal and local programs, the Project will be an in-demand housing choice, especially for housing cost-constrained tenants that desire a location that will also allow them to shed the financial burden of car ownership.

B. Architecture and Urban Design

Located in the heart of Rockville Town Center at the intersection of Maryland Avenue and East Middle Lane, the Project will significantly contribute to the urban fabric of the vibrant Rockville community and town center. As proposed, this 12-story all-affordable residential high-rise development will fulfill the planned development mixed-use town center vision on the last PD-RCI block that has yet remained undeveloped. The Project offers a modern architectural design with large expanses of glazing along the ground level to further activate the neighborhood pedestrian experience. The main entrance is located at the high-profile corner at the northeast portion of the site to take full benefit of the lowest level of grading, further accentuating the connection between the lively main lobby and clubroom and neighborhood life.

This dynamic design provides modern ceiling heights necessary to meet market demands while providing for an elegant architectural massing arrangement. As depicted in the submission, a myriad of façade materials are utilized to seamlessly integrate the building into the Rockville Town Center architectural tapestry, further animating a community rich in diverse and substantial developments. This project will provide significant value to the neighborhood by adding much-needed affordable rental apartments while gracing the skyline with a thoughtful, upscale architectural design.

Architectural Features/Encroachments over Sidewalk/Private Amenities in Right of Way. The Project proposes two encroachments over the sidewalk that comport with the requirements of the International Building Code Chapter 32 which governs encroachments into the right-of-way and over sidewalks. The Project also proposes the installation of bike racks to serve the Project in the sidewalk streetscape of the public right of way.

First is a metal canopy highlighting the entrance and lobby at the corner of Middle Lane at Maryland Avenue. The proposed canopy sits above the first floor storefront windows and extends approximately 5-foot from the building face. Due to the slope of Maryland Avenue up

from Middle Lane, the canopy is approximately 15' above the sidewalk at Middle Lane and slowly reduces to approximately 14'-7" at its terminus point along Maryland Avenue.

Per IBC 3202.3.1, canopies with less than 15-foot clearance over the sidewalk shall not extend more than two-thirds of the width of the sidewalk. The proposed canopy comports with this requirement. Applicant acknowledges that the canopy would be subject to the terms of License for private amenities in the right of way granted by the Mayor and Council.

The **Second** noted encroachment over a public sidewalk easement is the series of Juliette balconies on the Middle Lane façade from the 3rd to 10th floors. The Middle Lane balconies are within the property line where required building setback is zero. The balconies extend over the public sidewalk easement on the Property. The proposed Juliette balconies project less than one foot from the building face. City adopted building code IBC 3202.3.2 and 3202.3.3 provides for balcony projections of up to 4-foot for balconies with a minimum of 8 feet clearance and no limitation on the projection with over 15-foot clearance. The 3rd floor proposed balconies have a minimum clearance of just under 28 feet over the onsite sidewalk easement along Middle Lane.

Maryland Avenue Balconies. Applicant has removed the illustration of 5-foot deep balconies extending over the Maryland Avenue right of way line and public sidewalk at staff request. The Project Plan now reflects Juliette balconies pulled back within the Property line along Maryland Avenue. There is no encroachment into the right of way of Maryland Avenue.

Notwithstanding, Applicant requests the City consider during its Zoning Ordinance Rewrite, authorizations, exemptions or waivers, as may be needed under relevant City Code provisions and regulations to permit Maryland Avenue five-foot balcony encroachments over the right of way starting at the 4th floor and Middle Lane at the 3rd floor. Most of the 4th floor balconies along Maryland Avenue have a clearance of approximately 35 feet or more above the sidewalk. Applicant acknowledges that the balconies would be subject to the terms of a License Agreement for private amenities in the right of way granted by the Mayor and Council. Given the narrowness of the site and the setback from the Victoria building in order to reasonably construct an efficient double-loaded multi-family residential footprint, the request for the License

would provide more residents in the 100% affordable building with the light, air and outdoor amenity space a balcony affords. See illustration below, if allowed in the future, of full depth balconies in lieu of Juliette balconies with clearances over the Maryland right-of-way and Middle Lane sidewalk easement noted:

C. Affordable Housing and BLVD 44 MPDU Covenant Amendment.

The Project is proposed as a 100% affordable housing development as defined by the financing programs to be utilized for construction of the Project.

The Project will seek financing and equity from various sources, including Federal programs for Low Income Housing Tax Credits and state, county, and City affordable housing programs, which allow for a broad range of qualifying household incomes. The financial "capital stack" for construction of the Project includes a proposed contribution of part of the land value tied to an amendment of the remainder of the term of the existing MPDU Declaration of Covenants encumbering 44 Maryland Avenue, owned by an affiliate of the property owner of the 41 Maryland Avenue land.

The total number of units in the Project includes a proposed 46 affordable units to replace the 40 MPDUs proposed to be released at 44 Maryland Avenue (40 existing + 6 additional) in addition to the base Project of 101 units (46 +101 = 147 total units). The existing 44 Maryland Avenue MPDUs are encumbered with a 30-year MPDU Declaration recorded in 2014. The remaining validity period at 44 Maryland will be significantly reduced by the time the Project is first occupied on or about 2028/2029 and will have fully expired by the time an initial LIHTC compliance period at the Project will have expired. The proposed amendment of the 44 Maryland MPDU Declaration is for termination and release of the encumbrance at 44 Maryland in exchange for significantly more affordable units at 41 Maryland Avenue that will be encumbered initially according to the terms of the federal or other affordable program compliance period, and any program renewal period. The City's 99-year control period will be deemed to run-down concurrently, not added consecutively, with the federal or other affordable program compliance period (including any renewal periods) credited against the City's 99-year control period for calculation of the remainder of the City's control period. Upon the expiration of the LIHTC or other affordable program compliance period, the City's MPDU program will

thereafter control the intended and designated MPDUs at 41 Maryland Avenue totaling 62 MPDUs, (which includes the 46 units discussed above plus 16 units calculated as 15% of the Project's 101 base units) to satisfy the City MPDU program for the remainder of the City's control period.

The Federal and state and local affordable housing financing programs will govern during the term of their programs. Upon the expiration of the LIHTC compliance period, all units intended and designated to satisfy the city's MPDU requirements will be subject to covenants or other long-term protective measures for any balance of a 99-year term ensuring that such units will meet the city's affordability control period and all other requirements of City Code Chapter 13.5.

Comstock 44 Maryland LLC recognizes that the residents in their existing 40 MPDU units in BLVD 44 have the option to lease parking in the BLVD 44 building at rates in accordance with the City MPDU regulations of one-half market rate for the first space for a MPDU tenant household and market rate for a second space. Comstock 44 proffers that any existing BLVD 44 MPDU resident that transfers to 41 Maryland under the relocation of the BLVD 44 MPDUs to 41 Maryland, will have the option to continue to lease parking in the non-reserved area of the BLVD 44 garage at then current market rates (one-half the rate for the first space for the transferred MPDU household, and market rate for a second space) for the period that such transferred BLVD 44 MPDU resident is a resident of 41 Maryland Avenue.

The Mayor and Council can amend the 44 Maryland MPDU Declaration upon findings under Code Section 13.5-5.f (1) and (2) that:

(f)(1) Instead of building the required number of MPDUs an applicant may offer to: a. Build Significantly More MPDUs at one or more other sites in the City; b. Convey land in the City that is suitable in size, location and physical condition for Significantly More MPDUs; c. Contribute to the Moderately Priced Housing Fund an amount that will produce Significantly More MPDUs; or d. Do any combination of these alternatives that will result in building Significantly More MPDUs.

In exchange for the termination of the 30-year Declaration of Covenants for 40 MPDUs at 44 Maryland Ave, the Applicant is proposing to build "Significantly More MDPUs" (as defined in the Code) at 41 Maryland Ave (46 MPDUs versus 40 existing MPDUs). Further, the City will gain the difference between the remainder of the 30-year term on the existing MPDUs and the current Code 99-year term Declaration on new MPDUs.

In addition to the 46 MPDUs from 44 Maryland Ave, this project will be subject to 16 additional MPDUs required for the 101 new units (147 units less 46 MPDUs from 44 Maryland Ave times 15%). The property will be required to have a total of 62 MDPUs or equivalent affordable for the 99-year term.

The Applicant is proposing to build a total of 147 affordable units. All units will be administered in accordance with the LIHTC program requirements serving an average of 60% Area Median Income (AMI). While under the LIHTC program, the units will fulfill

the project's MPDU commitments as equivalent affordable units. If the LIHTC compliance period (as may be extended) expires before the 99-year term, the intended and designated 62 units will thereafter be administered through the MPDU program for the remaining duration of the 99-year term.

2) The Mayor and Council has the option to accept the offer if it finds that:
a. 1) In the project or subdivision originally proposed by the applicant, an indivisible package of resident services and facilities to be provided to all households would cost the occupants of the MPDUs so much that it is likely to make the MPDUs effectively unaffordable by eligible households; or 2) Extraordinary circumstances make building the required number of MPDUs as part of the project impractical; and b. An offer made by an applicant under subsection (f)(1) will achieve Significantly More MPDUs or units which low and moderate-income households can more easily afford; and c. Acceptance of the applicant's offer will achieve the objective of providing a broad range of housing opportunities throughout the City.

An alliance of a property owner concerned about housing affordability in the region and an experienced affordable housing developer has created an extraordinary and innovative opportunity for Applicant to provide significantly more MPDUs at the Project at 41 Maryland Avenue encumbered for decades longer than the remaining term of the MPDUs at 44 Maryland Avenue when its original 30-year term expires in about 20 years. The affiliated ownership of 41 Maryland and 44 Maryland creates an extraordinary and unique circumstance. While any extension of the MPDU control period is impractical at 44 Maryland, the early termination of the 30-year control period at 44 Maryland makes possible a contribution of part of the 41 Maryland land value to the capital stack for development of a 100% affordable Project that will include an extended control period at 41 Maryland for significantly more affordable units at the Project. Acceptance of the Applicant's offer will achieve the objective of providing a broad range of housing opportunities throughout the City, specifically at a transit-rich location in Rockville Town Center, with: i) an extended term encumbering all of the intended and designated MPDUs at 41 Maryland (including 46 MPDUs created from the release of 40 MPDUs from 44 Maryland and 16 MPDUs for the 41 Maryland 101 du base development), initially under the federal and/or local financing programs, followed by any remainder of the City MPDU term under the current Code, ii) for significantly more MPDUs – 46 MPDUs in lieu of 40 MPDUs released from 44 Maryland, and 3) in a newly built Project with a broader range of dwelling unit sizes including 3-bedroom units serving both a broader range of household sizes and qualifying incomes.

Building "Affordable Housing" is not particularly affordable. It requires the developer and the jurisdictions to use every tool in their tool kits to weave together the complex package of stacked financing programs, incentives, equity, managed costs, and collaboration to deliver affordable units, especially in expensive downtown, transit locations where land and construction costs are higher. Segregation of affordable units in a building for financing and construction purposes within a mixed income area is one of the tools in the affordable housing tool box. The PD-RCI planned development has accomplished this once before with the collaboration with HOC to create the senior

affordable housing community in the Residences on the Lane within the BLVD Ansel building that delivered 33% affordable units within the BLVD Ansel project, more than double the City's MPDU requirement Similarly, working with the Applicants on the transfer proposal in this Application, at the completion of 41 Maryland, together with BLVD 44 and BLVD Ansel, over those buildings within PD-RCI, the City will assist with the delivery of 282 total affordable units out of a total of 823 units, or 34% of the total units, more than double the City 15% requirement, with a range of qualifying incomes attainable to a broader set of renter households. This is quite an achievement for a downtown, urban, transit-oriented location, made possible by the Mayor & Council using all the tools in their tool kit to support affordable housing.

D. Off-street Loading/ Curbside Drop-off Pick up

The Project is proposing a curb cut and driveway to an interior loading dock for trash management, building operation services, and resident move-in, move-out activities in a high ceiling, one story interior loading space with doors at the south end of the building. The loading dock will be back-in, head-out. The on-street parking spaces along Maryland Avenue are proposed to be re-marked and signed to provide for an appropriate sized loading dock drive with adequate sight-lines at the driveway curb cut for safe maneuvering and visibility of vehicles and pedestrians in the right-of-way.

The Maryland Avenue frontage public parking spaces have been updated to reflect three drop-off/pick-up spaces with 10 minute parking to accommodate shared car services pick-up and drop-off such as Uber or Lyft, resident deliveries such as Door Dash or Insta-cart, resident drop-off of groceries or other goods, Amazon, Federal Express, or USPS delivery of packages to the Lobby package room, and other similar short-term activities. See updated Project Plan site plan.

See the curbside and loading dock management plans described in the update to the June 2025 Gorove Slade CTR Traffic Statement. Updated Gorove Slade Loading Area Analysis truck turning templates have been provided.

E. Middle Lane Streetscape

Per Plat 20464, the property owner granted the City a 7-foot wide sidewalk easement ("**Platted Sidewalk Easement**"), consistent with the remainder of the blocks of the RCI Preliminary Development Plan Middle Lane sidewalk section. After the City's 2022 Road Diet improvements to Middle Lane, the sidewalk streetscape along the Middle Lane frontage includes the 7-foot sidewalk easement and an approximately 6-foot wide buffer area, plus curb and gutter, all currently hardscaped as part of the sidewalk.

Per staff comments, a number of connections to utilities in Middle Lane are shown to serve the proposed Project. As a result, there are a number of proposed easements, such as electric and sewer, under the onsite Platted Sidewalk Easement for utility connections that extend through the right-of-way under the 6-foot wide streetscape buffer area to the respective mains in Middle Lane. These conflicts prevent street trees along the Middle Lane frontage. Staff has also requested that the buffer area be improved with a concrete pad for a future bus enclosure for the

existing bus stop near this intersection. At Site Plan as suggested in the Illustrative Landscape Plan, freestanding planters may be an option within the hardscape buffer zone.

Therefore, the sidewalk streetscape is proposed as an approximately 13-foot wide hardscape from the curb to the building face. At the intersection of Middle Lane with Maryland Avenue, an extended pedestrian peninsula, similar to that existing across Middle Lane in the Town Square project, is proposed to provide additional pedestrian safety zone while shortening the pedestrian crossing distance across Maryland Avenue.

F. Parking Waiver/ Reduction to Zero Parking.

The Project does not propose any onsite or required parking. This is consistent with the recommendation for the Property as a Focus Area property in the recently adopted 2025 Town Center Master Plan:

> *41 Maryland Avenue. Encourage residential development of at least 100 units. If the existing, approved planned development for the parcel is modified, encourage the development of even more residential units on site. Ground floor retail should not be required.* ***Any on-site parking requirements should be waived due to the site's limited size, prime Town Center location, nearby structured parking options, and transit access.*** *[*page 36, Town Center Master Plan*]*

The Property is narrow making it impossible to design an efficient double-loaded parking structure with ramps and two-way drives within a high-rise building. The Project as a 100% affordable residential community does not require onsite parking for marketability and sustainable success. The Property location was selected for its advantages of being walkable to transit, jobs, goods and services for its resident community with a Walk Score of 92%. The Property is: i) proximate to a ZIP car sharing location across the street as well as multiple car rental locations one Metro stop south and north, ii) serviced by both Uber and Lyft ride-sharing car services, iii) surrounded by street parking that is free overnight, and iv) conveniently located near over 3000 parking spaces available to the public nearby (next door, across the street, and within 2 blocks) in structured parking facilities with available monthly parking options for any resident who chooses to own a vehicle. Further details and justification for a parking reduction to zero required parking is set forth in a Parking Justification Memo prepared by Gorove Slade dated March 2025 included in the application submission.

The Mayor and Council as part of their approval of a Project Plan Amendment for a property in a PD zone has the authority to reduce the number of parking spaces required, pursuant to Zoning Ordinance Section 25.16.03.h.1:

h. Flexible *parking standards.* The Approving Authority may permit reductions in the number of parking spaces required, if certain standards and requirements are met as set forth below.

1. *Mayor and Council and Planning Commission reductions.* The Mayor and Council, in the approval of a project plan, or the Planning Commission in the approval of a site plan within the MXTD, MXCD, MXE, MXNC and PD zones, have the authority to reduce the required number of parking spaces for uses in the building or buildings to be constructed provided that:

(a) A major point of pedestrian access to such building or buildings is within seven-tenths of a mile (3,696 feet) walking distance of a transit station entrance shown on the Washington Metropolitan Area Transit Authority Adopted Regional Rail Transit System;

The Property is within 1500 feet walking distance along existing sidewalks to the Rockville Station entrance via either, Middle Lane, or, E. Montgomery Avenue to the pedestrian overpass, and satisfies this condition.

(b) There are three (3) or more bus routes in the immediate vicinity of the building or buildings;

The Property is served by 4 bus routes in the immediate vicinity of the building as noted more specifically in the Gorove Slade Parking Justification and satisfies this condition. The future BRT stop on Rockville Pike at Middle Lane will further enhance the transit options for the residents.

or

(c) There is a major public parking facility available to the public within one thousand (1,000) feet of a building entrance;

The City's public parking facilities in Rockville Town Square available to the public are within 1000 feet of a building entrance, with the closest Garage C being across Middle Lane within 350 feet, and the largest City parking facility Garage A one block north on Maryland Avenue within 500 feet. Additional private parking facilities with parking available to the general public are likewise located conveniently, next door, across the street, and within two blocks of the Property.

(d) Where the size of the lot is so small that meeting the parking requirement would prevent redevelopment;

The Property's narrow dimension of 82 feet depth does not allow an efficient double-loaded structured parking design. Requiring on-site parking would be cost prohibitive, an insurmountable obstacle for an affordable housing project, and prevent redevelopment of the site.

(e) Where there is a bikeway in close proximity to the site and the applicant demonstrates that the uses in the proposed development are conducive to bicycle use; or

The City's system of bike lanes, shared use paths and shared roadways through Town Center, from the point of access to the bike lane that runs along the frontage of the Property on Middle Lane, provides access to Project residents to the Metro system, goods and services throughout Town Center and along Route 355, education opportunities at Montgomery College, recreational amenities at the City Swim Center and local parks, and to regional points further north, east and west, via the Millennium Trail.

(f) For any other good cause shown.

The Project is a 100% affordable multi-family residential development that is marketable without the need for on-site parking. The requirement for the Project to incur significant cost for parking is an unreasonable obstacle to the development of affordable housing in this location where the transit-oriented site is walkable to jobs, transit, goods, and services, in contravention of Maryland's Housing Expansion and Affordability Act (HB 538), effective January 1, 2025, that restricts unreasonable requirements of local zoning codes, including limitations on or requirements concerning: (1) height; (2) setback; (3) bulk; (4) parking; (5) loading, dimensional, or area; or (6) similar requirements. Over 3400 parking spaces accessible to the public are available within two blocks in each direction. Furthermore, four handicapped parking spaces exist on the south side of the Property at the East Montgomery Avenue/ Courthouse Square/Maryland Avenue intersection, with approximately 100 ADA spaces available within 1000 ft in the publicly accessible garages across the street of both Maryland Avenue and Middle Lane and nearby in Town Square. The Project proposes three extended length on-street Maryland Avenue curbside space pick-up/drop-off spaces along the building frontage proximate to the front entrance. For good cause shown and consistent with the recommendation of the 2025 Town Center Master Plan, parking should not be required and the requested full reduction of required parking to zero be approved.

G. Stormwater Management

A preliminary stormwater management plan has been filed for the Property.

H. Forest Conservation

The existing Building has an approved Forest Conservation Plan FTP2006-0019. The updated NRIFSD reflects the eight street trees in the streetscape adjacent to the Property planted as well as numerous trees on-site planted for credit at the time of the original construction of the planned development remain in place. A forest conservation plan amendment will be submitted for the proposed land disturbance for construction of the Project and for the removal and mitigation of landscape trees.

I. Landscape and Lighting

The Project's building and amenity landscape and lighting plan will be as shown in the Site Plan submission as part of the Architectural plans. A conceptual landscape plan is included in the submission. Final site landscaping will be approved at Site Plan.

J. Publicly Accessible Art in Private Development

The 100% affordable Project is exempt from Chapter 4 of the City Code (Publicly Accessible Art in Private Development) ordinance.

IV. ADEQUATE PUBLIC FACILITIES

A. Schools

The Montgomery County Public Schools assigned to the Property are:

Beall Elementary
Julius West Middle School
Richard Montgomery High School

Based on the adopted Montgomery County student generation rates for Housing Types FY2024-2025 for Multi-Family High-rise project in an Infill Area, the Project's 147 dwelling units are projected to generate a total of eleven K-12 student (10.73 students) made up of 2.6 high school students, 2.4 middle school students, and 5.7 elementary school students. The PDP approved project of 117 dwelling units has APFO adequacy approval through at least November 1, 2030, subject to extension. For 117 du, the original planned development generated 4.5 elementary students, 1.82 middle school students and 2.1 high school students. The net new students generated for the increase to 147 du is estimated at 1 elementary students, 0.5 middle school students, and 0.9 high school students.

Per the City APFO Standards FY2024-2029 Supplemental School Data published July 2024, projected capacity at all school levels of the assigned schools are deemed Adequate, at or below 120% Program Capacity*.

Beall Elementary School is projected for the test year 2028-2029 to have a 254-seat surplus and operate at 61.7% Program Capacity and therefore the school is adequate to absorb either the net 1 elementary student or the projected 5.7 elementary students generated by the Project.

Julius West Middle School is projected for the test year 2028-2029 to have an 81-seat surplus and operate at 94.3% Program Capacity and therefore the school is adequate to absorb both the net 0.5 middle school students or the projected 2.4 middle school students generated by the Project.

*While Richard Montgomery High School current projection is 122.4% Program Capacity, the School is deemed conditionally adequate for test year 2028-2029 due to an approved CIP project now fully funded and under construction that will reassign students among Gaithersburg HS, Richard Montgomery HS, Quince Orchard HS, Thomas S. Wootton HS, and and the new Crown HS in Fall 2027. Richard Montgomery High School is adequate to absorb either the net 0.9 high school student or the projected 2.6 high school students generated by the Project.

Based on the foregoing, the Project will be subject to Montgomery County Development Impact Tax regulations, as applicable, at the standard rate in effect at the time of building permit issuance without any Utilization Premium Payment.

B. Transportation Statement

The Transportation Scoping Form prepared by Gorove Slade dated December 2024 finds that:

i. The Project as proposed for 147 dwelling units generates a net reduction in new peak hour trips from the existing approval of a minimum of 117 dwelling units and 11,260 sf of commercial space. Therefore, under the CTR only an on-site review would be required for the Project. The Project is part of Planned Development PDP94-001, as amended. Existing Approvals in the PD-RCI Governing Documents set forth traffic mitigation for the PDP that was satisfied in part at the initiation of the development, and to be satisfied in part at certain specified phases of development. No additional traffic mitigation is required under the PD-RCI Governing Documents for the Property/Block 4 and development of the Project. When the APFO ordinance was adopted, the PD-RCI area was grandfathered as adequate under the APFO standards until November 2030, subject to certain additional extensions per Section 25.20.04. The Gorove Slade CTR statement will provide additional information as part of the Project Plan submission.

A Comprehensive Traffic Report Traffic Statement with the limited scope set by City TTR staff has been submitted by Gorove Slade to the City that analyzes: i) Onsite transportation, ii) Curbside Management and Loading dock operations, and iii) Pedestrian Pathway study. The conclusion of Gorove Slade is that the Onsite transportation with the proposed Curbside Management and Loading Dock Operation Plan and the pedestrian pathways analysis to goods, services and transit options is adequate.

C. County Impact Tax Credit/ City Transportation Improvement Fee

The Project will be subject to applicable requirements of the Montgomery County Development Impact Tax that provides for certain exemptions for affordable housing projects. The City Transportation Improvement Fee will be paid to the extent applicable.

D. Water/Sewer

The City APFO Standards require water and sewer service adequacy to be determined by the service provider. The City is the Project's Water and Sewer service provider.

The Project has applied for a water and sewer authorization for the Project. Based on a review by Macris Hendricks Engineers, water and sewer capacity infrastructure in the Project area is anticipated to be adequate to serve the Project.

V. ZONING ORDINANCE DEVELOPMENT COMPLIANCE

The Project substantially complies with the applicable standards and specific development standards and design regulations of the Governing PD-RCI Documents and the equivalent MXTD zone, subject to the modifications, reductions, and waivers requested as part of this Application.

1. Development Standards PD-RCI

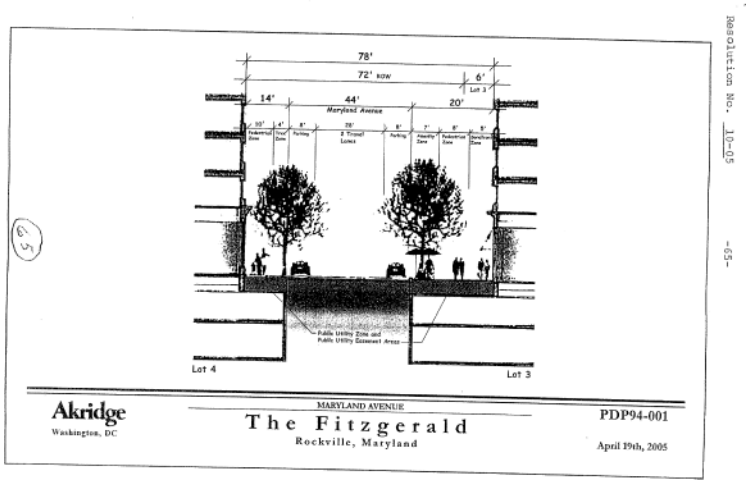
a. **<u>Street and Streetscape.</u>** The Property met all of the Development Standards in the Governance Documents of PD-RCI at the time of construction with sidewalks and streetscape that conformed to the road sections in the PD-RCI Governing Documents. No changes to the pedestrian path of the sidewalks are proposed. However, drop-off spaces are proposed, as well as an extended pedestrian intersection crossing peninsula along Maryland Avenue at Middle Lane that will update the street section.

Excerpt from 1994 PDP94-001:

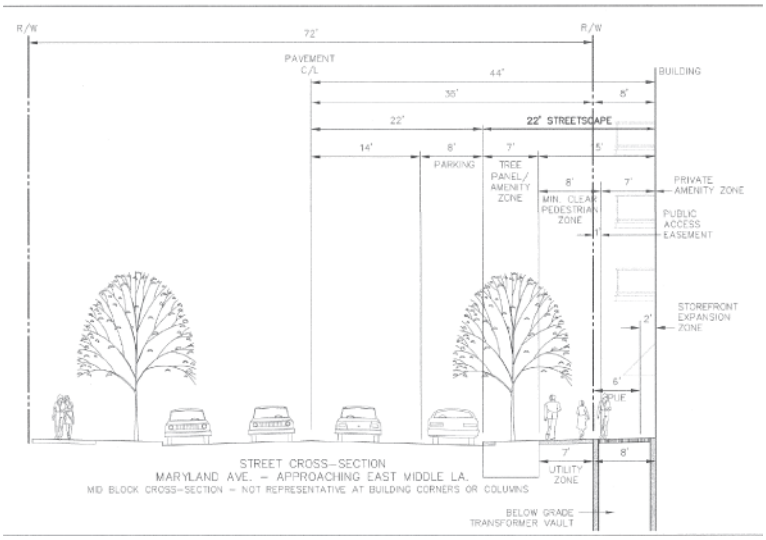
C. Monroe Street and Maryland Avenue north of Montgomery Avenue

The street width will be 44'0" curb to curb. The roadways will include a 8'0" parking lane on each side of the street and one 14'0" travel lane in each direction. In addition, a 14'0" sidewalk will be located on each side of the street. Parking shall be allowed wherever possible, but shall not interfere with building, loading and parking entrances or required turn lanes onto Middle Lane. The sidewalks shall be paved in a similar design to Montgomery Avenue (see accompanying drawing). This shall include a 4'0" band of rougher paving such as cobble stone along the curb which delineated the zone for street furniture and street trees. 4'0" by 6'0" planting beds will be maintained around the street trees on cross streets, tree grates will not be used in these location. The parking and travel lanes on the cross streets will be paved using asphalt, specified to City standards. Street markings for center lines and parking stalls shall be marked using standard City specification.

Updated Street Section from 2005 PDP94-001E:



Updated Street Section 2012 STP2012-00105 amended for 44 Maryland Ave/Block 3:



The Maryland Avenue street section has been further amended per City staff requests along the frontage of the Project. See Project Plan site plan for details.

b. **Massing and Height**. The Application requests a modification to the massing diagram for Block 4 that indicates the maximum height of the building on the Property to be 100 feet over the 448-foot elevation. The 448' elevation is generally the elevated Promenade Park connected to the pedestrian overpass to the Rockville Metro Station, which was a key elevation at the time of original approvals in 1994. The original PDP allowed heights up to 235 feet above the 448' elevation within the PDP area.

The proposed amendment requests flexibility for final engineering and design of the Project to allow a final choice of the most cost effective structural system for the building at the time of construction, to respond to a variable and future unknown construction cost market, with an increase of **twenty-feet** in maximum height to **120 feet over the 448' elevation** to accommodate changes in current floor-to-floor standards compared to 1994 design standards and dimensional requirements of optional construction structural systems.

For reference, the Base Height Measuring Point (BHMP) under the zoning ordinance is the elevation of the approved street grade at the middle of the front of the building. The BHMP for the middle of the front of the 41 Maryland Avenue building is the 430.75 foot elevation. Therefore, the request for 120 feet over the 448' elevation is equivalent to a building height of 137.25 feet.

Applicant believes that this modification to massing for maximum height is within the range of development standards for height up to 235 feet over the 448' elevation set within the Governing Documents and remains within the discretion of the Mayor & Council to adjust for this site.

Request to Waive Equivalent Zone Standards for Increased Height Request

A request to waive under 25.14.07.d.3.a.iii the equivalent zone standard of the MXTD zone of 120 foot height from street grade is justified because: i) the current MXTD zone height is actually lower than the PD-RCI approved height and neither relevant nor compatible; ii) the requested height is compatible with other heights within the 5-block PD-RCI planned development, iii) the requested height is within the recommended maximum height in the recently adopted Master Plan for this site, iv) the requested height is within the recommended maximum heights in the recently adopted interim floating zone under the equivalent MXTD zone, v) the requested height is within the anticipated zoning code re-write to be adopted in 2026 anticipated to conform with the 200-foot height recommendations of the Town Center Master Plan and the interim floating zone; vi) that the requested height of Project is less than the maximum height with the affordable housing bonus height under the interim floating zone and the anticipated zoning code re-write; and other good cause.

Text Amendment TXT2025-00269 became effective on April 3, 2025 to implement the recommendations of the 2025 Rockville Town Center Master Plan for changes to the MXTD zone development standards under an interim floating zone until the zoning ordinance is comprehensively amended. Pursuant to amended Section 25.14.35 under TXT2025-00269, the maximum building height for properties within the Core Character Area Floating Zone is 200 feet to the highest point of the flat roof from the approved street grade opposite the middle of the front of the building (Maryland Avenue), with an additional 100 feet of height allowed for residential developments with 20% or more affordable housing. While this Project is not proceeding under the Interim Floating Zone, the text amendment is indicative of the appropriate allowable heights for the Property.

The proposed increase by twenty feet from 100 feet to 120 feet over the 448' elevation (equates to an estimated height from the approved street grade opposite the middle of the front of the building on Maryland Avenue to the roof of 137.25 feet) is significantly below the maximum 300 foot height in the Town Center Core Character Area Floating Zone for its equivalent MXTD zone and anticipated under the zoning code re-write.

Waiver Finding of Good Cause

Pursuant to 25.14.07.d.4, one or more of the designated equivalent zone standards may be waived upon a finding that the Applicant has shown good cause as to why the development standard should not apply to any portion of the planned development project. In determining whether the burden of establishing good cause has been met, the Approving Authority must consider the following:

(a) *Whether the development standard of the equivalent zone is compatible with the completed portions of the planned development;*

The current allowable or built heights (all heights cited are over the 448' elevation) under the PD-RCI planned development range from this site at 100 feet, to BLVD 44 at 212 feet, to BLVD Ansel at 235 feet, to 255 Rockville Pike at 217 feet, with the Regal Row Retail Pavilion at 40 feet. The requested amendment raises the allowable height for the subject site by 20 feet to 120 feet over the 448' elevation compatible with the other blocks in the planned development.

The designated equivalent MXTD height standard currently has two standards – one of 120 feet above applicable grade under the current zoning ordinance which is lower than approved under PD-RCI and a second under the interim Core Character Area Floating Zone of 200 feet above applicable grade with a permitted 300 feet above applicable grade for affordable housing such as the proposed Project to implement the recommendations in the Town Center Master Plan.

Applicant has not requested a rezoning to the Floating Zone due to the comprehensive planned development nature of the five blocks under the PD-RCI zone, whose governing documents include many other development standards not addressed in the Floating Zone or equivalent MXTD zone.

(b) *Whether applying the development standard of the equivalent zone is consistent with good planning and design principles;*

The MXTD zone development standards under the current zoning ordinance are undergoing the process for review and adoption of a significant revision increasing the allowable heights to conform to the recommendations under the Town Center Master Plan for the Core Character area, which the Mayor and Council have already adopted under the interim Floating Zone for the Core Character Area. Therefore, the current zoning code MXTD development standard for height is no longer consistent with good planning and design principles recommended under the Town Center Master Plan and implemented on an interim basis by the Mayor & Council by TXT2025-00269.

(c) *Whether applying the development standard of the equivalent zone is reasonable and practically feasible. The cost of applying the standard may, but does not necessarily, demonstrate that applying the development standards of the equivalent zone is reasonable or practically feasible; and*

In the instant case where the Master Plan recommends increasing the number of dwelling units on the property and the existing approval under PD-RCI is for a minimum 117 within a height of 100' over the 448' elevations, it is neither reasonable nor practically feasible to increase the number of units and then apply the lower height of the equivalent zone. Particularly when the height standard of the equivalent zone for the site has been recommended for

significantly more height in the 2025 adopted Town Center Master Plan and interim Floating Zone zoning text amendment.

(d) Such other factor as the Approving Authority reasonably deems appropriate.

The additional height has been requested by Applicant to allow flexibility in the final selection of construction method (concrete versus steel construction) which have different floor-to-floor requirements, later in the process at the time of permitting, when comparable construction costs can be better determined, and the most fiscally responsible construction method selected in order to support the financing, construction and delivery of affordable housing units.

c. **Density/Dwelling Units**. The Application requests an update to the Land Use Plan under the Governing Documents that require a **minimum** of 117 dwelling units, to confirm the maximum number of residential dwelling units in the Project at up to 147 dwelling units. This increase is in substantial compliance with the 2025 Rockville Town Center Master Plan recommendation for the Property, encouraging an increase the number of dwelling units on the Property. The Applicant is not proposing commercial space in the Project at this time.

d. **Parking.** The PD-RCI Governing Documents did not set a required number of parking spaces, but rather provided for parking calculations per City Code, including any reductions for shared parking and other provisions of the parking chapter. The code required parking for the blocks in PD-RCI has evolved over time by project approval with previous reductions granted and zoning ordinance revisions to code required parking standards. Therefore, the requested parking reduction to zero onsite and required parking per the Chapter 16 Parking section will be consistent with the PD-RCI Governing Documents. The approval of Flexible Parking Standards to reduce the required parking for the Project to zero: i) meets the criteria for approval in 25.16.03.h.3 as justified below and supported in the Gorove Slade Parking Memo, ii) is consistent with the specific recommendations of the 2025 Rockville Town Center Master Plan for the Property, and iii) is consistent with the Core Character Area Floating Zone to the MXTD equivalent zone which provides for a parking standard of "no minimum parking". The Project location also satisfies (and exceeds) the requirement for the minimum number of accessible parking spaces within 1000'.

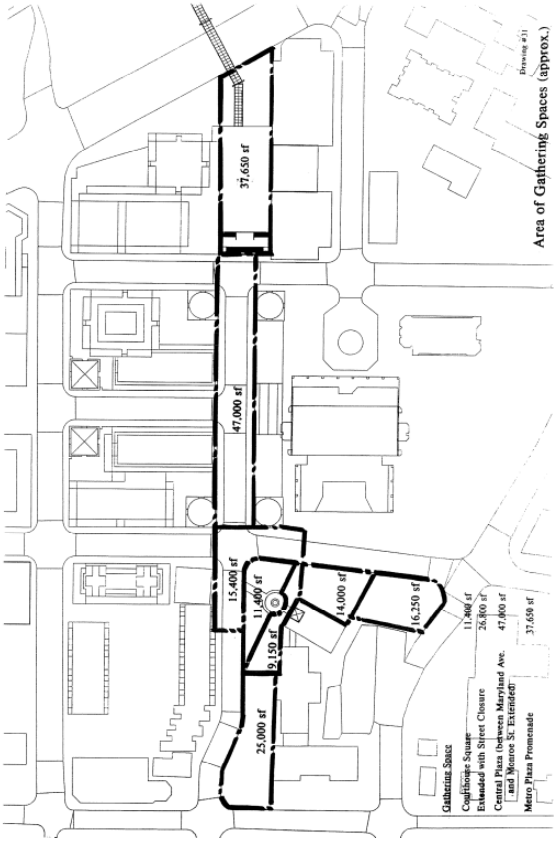
At Application, the overall parking within the PD-RCI area is at a surplus at peak parking demand periods and all other periods. See PDP Parking Table attached.

2. Additional Design Guidelines for Mixed Use Zones

The Project is in substantial conformance with the intent and purpose of the equivalent MXTD zone to the extent applicable as the PDP Governing Documents address necessary development standards as may be amended by the Mayor & Council (and as the MXTD zone is amended effective April 3, 2025 under the CCA-FZ). Conformance with certain MXTD

development standards and the applicable Additional Guidelines for Mixed Use Zones in Section 25.13.06 are addressed as follows:

a. MXTD Development Standards.
The Project is in substantial compliance with the Open Space and Public Use Space requirements as the PDP Area delivered significant open spaces and public use spaces upfront in the late 1990s under regulations and approvals at that time when the old Rockville Mall was redeveloped. This allowed the creation of significant consolidated open space and public use spaces, in lieu of small areas by block, through dedication, easements, and construction/installation as shown on the following gathering space exhibit from the PD-RCI Governing Documents.



b. Per Section 25.13.06 , the following addresses certain of the additional development standards generally for Mixed-Use zones:

i. *25.13.06.b.1.a Aesthetic and visual characteristics for all zones. Facades and exterior walls including sides and backs. Buildings should be designed in a way that avoids massive scale and uniform and impersonal appearance and that will provide visual interest consistent with the community's identity, character, and scale. It is recommended that building walls greater than one hundred (100) feet long include projections, recessions, or other treatments*

sufficient to reduce the unbroken massing of the facade along all sides of the building facing public streets.

The Project proposes an articulated building façade with a defined base, middle and top. Generous window walls at grade, characterized by fine detailing, offer expansive transparency, enhancing the sense of activity and safety while promoting increased interaction between the public spaces of the sidewalk/street and the building activity centers. The middle section and top section of the building proposes projections, recessions, and color and material changes to reduce the massing of the façade along Maryland Avenue and Middle Lane.

ii. *25.13.06.b.1.b Along any public street frontage building, design should include windows, arcades, awnings or other acceptable features along at least sixty (60) percent of the building length. Arcades and other weather protection features must be of sufficient depth and height to provide a light-filled and open space along the building frontage. Architectural treatment, similar to that provided to the front facade must be provided to the sides and rear of the building to mitigate any negative view from any location off-site and any public area (e.g. parking lots, walkways, etc.) on site.*

The Project's lobby and activity center frontages include generous window walls and repetitive glass fronts to active resident spaces. All four sides of the building have similar architectural treatment reflecting finished facades. Projecting balconies are provided on the west side of the building only in the area parallel to the Victoria courtyard and not directly confronting Victoria condominium residential windows at the request of the Victoria Condominium residents to extend the building-to-building/unit to unit separation at the higher floors above the height of the Victoria Condominium garage wall on the common property line.

iii. *Buildings should include architectural features that contribute to visual interest at the pedestrian scale and reduce the massive aesthetic effect by breaking up the building wall along those sides fronting on public streets with color, texture change, wall offsets, reveals, or projecting ribs.*

The corner lobby entrance at Middle Lane/Maryland Avenue and continuous building activity centers along each of those facades enrich the visual interest and pedestrian experiences on the sidewalks. The building has a strong base, articulated middle, and building top enhanced with color, building material and texture changes, wall offsets and reveals, projecting balconies, and vertical window patterns, to break-up the massing of the building wall. To accommodate the narrow site and maximize the building to building separation to the Victoria Condominium on the west side, the building façade along the public streets rises to the full height but with strong horizontal delineation of

the building base, middle and top, with articulated cornices and building material and color changes.

iv. *25.13.06.6.2. Roofs. Roof design should provide variations in rooflines where appropriate and add interest to, and reduce the massive scale of, large buildings. Roof features should complement the architectural and visual character of adjoining neighborhoods. Roofs should include two (2) or more roof planes. Parapet walls should be architecturally treated to avoid a plain, monotonous look. For energy-saving purposes, roof design should also include a light color surface or be planted with vegetation.*

The Project proposes a strong building roofline that complements the visual character of other buildings within the PDP area. The parapet wall appears to be part of the building wall with the same architectural treatment, to screen roof-top equipment. Final design of the roof will be reviewed at Site Plan.

v. *25.13.06.b.3 Materials and color. General provisions. Buildings should have exterior building materials and colors that are compatible with materials and colors that are used in adjoining neighborhoods. Certain types of colors should be avoided such as fluorescent or metallic, although brighter colors may be considered at the discretion of the Planning Commission. Materials not desired. Construction materials such as tilt-up concrete, smooth-faced concrete block, prefabricated steel panels, and other similar materials should be avoided unless the exterior surface is covered.*

The Project proposes residential building materials of brick, cementitious plank siding, extensive glazing and metal trim in standard urban colors and trims compatible with the building architecture and the overall tapestry of buildings within Town Center.

vi. *25.13.06.c.7 Delivery and loading spaces, hours of operation.* (a) *Design. Delivery and loading operations must be designed in accordance with the provisions of article 16 and located so as to mitigate visual and noise impacts to adjoining residential neighborhoods. If there is a residential use or residentially zoned property adjacent to the site, … If the delivery and loading spaces are located within an enclosed building or underground, no such setback and buffer area shall be required.*

The Project proposes a high-ceiling one-story enclosed loading dock building with doors at the south end of the building with driveway access to Maryland Avenue. This is intended to mitigate visual and noise impacts to the adjoining mixed-use neighborhood, and nearby residential and office uses.

Additional Design Guidelines for Mixed Use Zones

The Project is consistent with the intent and purpose of the applicable Additional Guideline for the equivalent Mixed Use Transit District Zone in Section 25.13.07 as follows:

3. Uses by floor. The ground floor must contain retail or public-related service uses along those streets designated in the master plan as major pedestrian spines. Ground floor retail is the preferred use along other streets, but is not required. The ground floor should normally have a ceiling height of at least fifteen (15) feet. At the time of site plan review or project plan review, the Approving Authority may consider a lower ceiling height if appropriate in the particular circumstance. The upper floors may be additional retail, office, residential, or a combination of uses. If the building contains only residential units, the ground floor may consist of residential units, but should be designed to facilitate conversion to retail or other commercial uses.

The Project ground floor proposes a high ceiling height of greater than 15 feet with expansive glazing to be occupied by the main lobby/gathering space as well as resident amenity and activity areas along both Maryland Avenue and Middle Lane, the main pedestrian spine through Town Center. The Building otherwise contains only residential uses. Part of the Maryland Avenue frontage contains residential units as recommended in the Town Center Master Plan. This is reflected in TXT2025-00269 for the applicable Interim Floating Zone for the MXTD zone and anticipated to be adopted within the zoning code re-write.

Additional Guidelines for Core Character Area of Town Center under the Master Plan as reflected in the Interim Floating Zone

This section addresses additional guidelines per Section 25.14.35.g for development within the Core Character Area of the 2025 Rockville Town Center Master Plan, that are not binding since the Project is not proceeding under the Floating Zone but is anticipated to be indicative of what will be included in the zoning code re-write.

g. Aesthetic standards. Any development within an interim comprehensive plan floating zone must comply with the following aesthetic standards:

1. Façades and massing.

(a) Buildings shall be designed in a way that avoids massive scale and uniform and impersonal appearance and provides visual interest consistent with the community's identity, character, and scale. Building design shall provide attractive, well-proportioned orientation to the public realm of streets, plazas, and parks. Building walls greater than one hundred (100) feet long must include projections, recessions, or other treatments sufficient to reduce the unbroken massing of the façade along all sides of the building facing public streets.

The Project has been designed with high quality design and materials to integrate into the tapestry of building built over time as Town Center has evolved. The building is oriented with its entrance at the key gateway corner of Middle Lane at Maryland Avenue with large expanses of ground level glazing to engage the public realm and pedestrian at sidewalk level along a main pedestrian spine. The design is articulated with projections, recessions and material and color changes to reduce the massing of the façade.

(b) Any façade facing a public street must include windows, arcades, awnings, or other acceptable features along at least sixty (60) percent of the building length. Arcades and other weather protection features must be of sufficient depth and height to provide a light-filled and open space along the building frontage. Architectural treatment, similar to that provided to the front façade must be provided to the sides and rear of the building to mitigate any negative view from any location off-site and any public area (e.g., parking lots, walkways, etc.) on site.

The building is designed with similar architectural treatment on all four sides. The building engages Middle Lane and Maryland Avenue with windows along each façade as well as a canopy to define the entrance at the key corner.

(c) Buildings must include architectural features that contribute to visual interest at the pedestrian scale and reduce the massive aesthetic effect by breaking up the building wall along those sides fronting on public streets with color, texture change, wall offsets, reveals, or projecting ribs.

The building has a strong articulated building base with a well-defined entrance lobby to engage the public realm at the pedestrian level. Each façade is articulated with recesses, projections, color, and material changes to reduce the perception of the massing of the building.

2. Roofs. Roof design must provide variations in rooflines where appropriate and add interest to, and reduce the massive scale of, large buildings. Roof features should complement the architectural and visual character of adjoining neighborhoods. Roofs should include two (2) or more roof planes. Parapet walls must be architecturally treated to avoid a plain, monotonous look. For energy-saving purposes, roof design should also include a light color surface or be planted with vegetation.

The parapet wall is integrated into the building utilizing the same architectural treatment of the top section of the building which varies in color, texture, material, and height. Roof top sustainable design will be addressed at site plan.

3. Entryways. Commercial building design must include design elements which clearly indicate to customers where the entrances are located, and which add aesthetically pleasing character to buildings by providing highly visible customer entrances.

The Project lobby entrance is at the key intersection building corner of Middle Lane at Maryland Avenue with generous views into the lobby and an architectural canopy to draw people to a welcoming front entrance.

h. Public benefits. 1. Any development approved within an interim comprehensive plan floating zone must provide public benefits that enhance or contribute to the objectives of the Plan and that are proportionate to the scale of the proposed development. Public benefits may include, but are not limited to, providing Moderately Priced Dwelling Units (MPDUs) or public use space above the minimum required, streetscape improvements, wayfinding, and environmental building efficiency standards or other benefits that exceed code requirements.

The Project proposes a 100% affordable residential development for a broad range of qualified household incomes under federal and local affordable housing programs, with a range of unit sizes up to 3-bedrooms, in a transit-oriented, walkable location, providing critical housing options to Rockville households.

VI. MASTER PLAN COMPLIANCE

A. The 2040 Plan. The City-wide Comprehensive Plan was adopted August 2, 2021. The Project is in substantial conformance with and implements many of the applicable principles, visions and goals of the 2040 Plan as set forth below.

i. Visions

a. *LAND USE AND URBAN DESIGN Vision*
Rockville is a city that encompasses comfortable neighborhoods where residents can walk, bike, and roll to amenities; mixed-use urban areas where residents, businesses and institutions thrive together; commercial and residential corridors where daily needs and wants are met; and areas for offices, laboratories, and industry where employment can be found.

The Project is part of the implementation of the vision for an integrated mixed-use urban area that provides housing, services, culture, recreation and employment opportunities in Rockville Town Center. The Project adds new residents to support the existing retail and employment district. The Project replaces an inactive existing surface parking lot.

b. *TRANSPORTATION. Rockville's transportation system will provide residents, businesses, employees, and visitors with multiple options for moving about the city through a variety of modes and paths while ensuring access for persons of all abilities and mobilities. The city's*

commercial vitality, and position as a regional hub and employment center, will be supported by infrastructure investments that enhance connections to the broader region, while managing traffic and congestion. Rockville will continue to transition to a more-walkable community and contribute to regional efforts to create safe, efficient, and environmentally sustainable mobility.

The Project provides additional affordable housing with a high walkability score via a developed sidewalk and street grid to Metro, bus and future BRT public transit, goods and services, entertainment and institutional uses, public parks, and historic assets. The extensive transportation and public transit network proximate to the Property (MD 355, MD 28, I-270, MD 526, MD 200 and more) provides convenient regional access to the rich employment, services, government, cultural, historic, entertainment, and retail opportunities in all directions.

c. *RECREATION AND PARKS. Rockville will continue to have a vibrant, beautiful, and easily-accessible park system with a wide variety of recreation facilities and programs, as this system is critical to supporting the health and well-being of the people of Rockville and its natural environment. Parks and recreation facilities will meet the needs and desires of Rockville's diverse users.*

The Project is part of the Planned Development PD-RCI that delivered Courthouse Square Park and the Promenade Park, as well as incorporated the street design for East Montgomery Avenue between Maryland Avenue and Monroe Street to facilitate East Montgomery Avenue closures for City community events, such as Hometown Holidays, a farmers market, or outdoor seating for entertainment uses, to support the health and well-being of the residents of Rockville, including new residents of the Project.

d. *ENVIRONMENT. Rockville strives to assure clean land, air and water, and efficient use of resources, to foster healthy, sustainable, and resilient environments for living, working, and recreation.*

The Project will have a positive impact on the environment. It is replacing an asphalt surface parking lot with a development that conforms to current standards of stormwater management and sustainable building design.

e. *ECONOMIC DEVELOPMENT. Rockville will proactively adapt to the changing business environment and strategically leverage its assets and position as the County seat within a dynamic region to enable an innovative and thriving local economy. It will do so to advance equitable economic development, creative and diverse jobs creation, the quality of life for its residents and workforce, and to enhance the long term fiscal standing of the city.*

The Project will develop an underutilized surface parking lot to provide an affordable housing asset adding residents to patronize existing businesses and talent to the employment pool in the Town Center Core Area.

f. *HOUSING. Ensure that current and future Rockville residents have a diverse array of quality housing choices that are affordable and livable, at all socio-economic levels.*

The Project delivers 147 units of affordable housing to the housing options available in Rockville Town Center, providing qualified households of a broad range of income levels and household sizes an opportunity to live at a transit-oriented location with jobs, goods and services within walking distance.

Planning Area 1 Rockville Town Center

…*Street-level commercial activity has experienced challenges due to increased competition in the region, the advent of e-commerce, which has greatly reduced the amount of commodities sold in physical stores…an overall shift in consumer preferences. Policies in this Plan section represent adjustments to the 2001 Town Center Master Plan…and the changing circumstances since that time.*

The Project addresses the over-supply of commercial space with a proposed residential building that activates the sidewalk with a corner lobby and resident activity centers along Maryland Avenue and Middle Lane, and delivers additional residents to support the vitality of the existing retail in adjacent buildings and the Town Square business district.

B. **2025 Rockville Town Center Master Plan - 2040 Amendment**

An Amendment to the 2021 Comprehensive Plan (2040 Plan) to update the Town Center Master Plan was adopted by the Mayor and Council on January 27, 2025.

The Project is in substantial conformance with the recommendations for the Property and supports of the vision and goals of the Town Center Plan as noted below.

Town Center Master Plan Goal

#1 *Target appropriate areas for higher density residential developments to reach 3000 new residential units by 2040. Provide for a variety of development types to adapt to market demands and to address missing-middle housing.*

The Project proposes 147 new dwelling units to help the City reach its goal, ranging from studios to three bedrooms, and provides a new housing choice for income qualified households many of which may elect not to own a car yet desire affordable and convenient urban living, in a location with a high Walk Score to transit, goods, and services.

Town Center Vision

Rockville Town Center will continue to grow as a vibrant, multicultural, diverse and inclusive community that celebrates a high quality of life and sense of place. A neighborhood at its core, Town Center will be a hub within the region for sustainable, walkable, transit-oriented living.

The Project replaces an underutilized surface parking lot with 100% affordable dwelling units for residents and their families adding to the neighborhood character of transit-oriented living for all in Town Center.

Area Vision – Central Town Center

…The design of this area should take into consideration a sense of arrival and draw the visitor in. Town Square is likely to continue as the "heart" of Town Center in many ways.

The Project expands the sense of arrival to a vibrant Town Center for visitors from the Metro and Rockville Pike, whether arriving via the Promenade Park pedestrian bridge and plaza to East Montgomery Avenue or via Middle Lane, by completing Middle Lane and Maryland Avenue frontages with an active development and new residents. The Project supports the vitality of pedestrian connections to Town Square in the adjacent blocks north, east, and west.

Town Center Plan Focus Areas

The Property is identified as a "Focus Area" of the Town Center Master Plan.

41 Maryland Avenue. Encourage residential development of at least 100 units. If the existing, approved planned development for the parcel is modified, encourage the development of even more residential units on site. Ground floor retail should not be required. Any on-site parking requirements should be waived due to the site's limited size, prime Town Center location, nearby structured parking options, and transit access".

The Project proposes an increase in the number of dwelling units from 117 to 147 affordable housing units, no commercial space, and no parking consistent with the Master Plan recommendations.

Town Center Housing

The City encourages the development of a wide variety of unit types – this refers to different housing typologies-(such as townhomes and multi-family apartment buildings), but also provides a mix of units within those typologies. The City encourages unit mixes in development projects to contain a full range of unit types that the market can support of different sizes and layouts to accommodate the greatest variety of households.

The Project will add studios through three-bedroom affordable dwelling units to Town Center. The Project will expand the affordable housing choice for a greater variety of household sizes and broader range of qualified income levels.

Town Center Economic Development & Business

…Town Center is a hub of retailers that provide goods and services…Rockville Town Center cannot truly thrive without residential growth surrounding and supporting its existing retail.

The Project will add additional residents to support the existing retail in adjacent buildings and the Town Square business district.

VII. FINDING REQUIRED FOR PROJECT PLAN APPROVAL

The Zoning Ordinance Section 25.07.01.b.2. contain the findings that the Mayor and Council must make prior to approving the Project Plan Amendment Applications. The following demonstrates how the Application complies with these required findings:

i. *The Project Plan Amendment will not adversely affect the health or safety of the persons residing and working in the neighborhood of the proposed project:*

The Project will replace an underutilized surface parking lot and fulfill its original 1994 entitlements for residential on the Property. The Project

will add 147 affordable dwelling units to Town Center, adding a new housing choice to a broad range of income qualified households as well as new residents to support the surrounding business district. The addition of residential use will not affect the health or safety of persons in the neighborhood but will add to the vision of Town Center being a neighborhood of transit-oriented living. Overall, the Project will add to the visual vitality of Town Center by completing the final block of the original PD-RCI.

ii. *The Project Plan will not be in conflict with the Plan.*

As noted in more detail in Section VI above the Project Plan supports the goals and visions of both the 2040 Plan and the 2025 Town Center Master Plan. The 2040 Plan provides the following Overarching Principles:

a. *Foster a vibrant, multi-cultural and successful downtown.*

The Project will enhance the vitality of Rockville Town Center by providing the opportunity for a broad range of household sizes and qualified household incomes to live in a transit-oriented building with a Walk Score of 92 with convenient access to goods and services, especially to households who wish not to be burdened with car ownership.

b. Steer the most-dense development to mixed-use, transit served locations.

The Project is located within the Core Character Area within the commercial retail, restaurant and cultural district of Town Center and within walking distance of three-blocks to transit of the WMATA Rockville Redline Station, hard rail train service, and Montgomery County bus service along Hungerford Drive. It is proximate to the future southern section of the proposed 355 Bus Rapid Transit system within the right-of-way of Hungerford Drive/Rockville Pike.

c. Encourage a variety of housing types that are accessible to a wide range of household needs and incomes.

The Project provides a new affordable housing choice including larger 2-bedroom and 3-bedroom units, perfect for qualified income families, individual, and empty-nester households who

want to live in a Town Center location walkable to goods, services and entertainment, as well as abundant transit options.

g. *Maintain and promote safe, attractive, welcoming, and amenity-rich neighborhoods.*

The Project will add to the rich urban fabric of Town Center as it continues to evolve as a vibrant mixed-use livable neighborhood by developing an underutilized surface parking lot into a new residential community.

VIII. COMMUNITY OUTREACH

The City hosted a virtual Pre-Application Meeting community meeting at which the Applicant presented its proposed Project via WEBEX on January 21, 2025. Notice was properly given by Applicant by mail and electronic notice in accordance with the Zoning Ordinance and Development Manual. Signs were posted on the Property on all frontages. The meeting was attended by a range of interested parties from Town Center multi-family buildings and nearby neighborhoods. A sign-in sheet and the meeting transcript were filed by the Applicant. The video of the Pre-Application Meeting is available on the City's website development page.

A follow-up meeting for the Victoria Condominium residents was held by the Applicant and attended by a City representative at the Victoria on February 13, 2025 at that community's request. Notes of the meeting have been filed in the PAM record.

A Post-Application Community Meeting was conducted in accordance with the Zoning Ordinance. Signs were posted. Mailed notice of televised briefings on the Project were provided for the Planning Commission and the Mayor and Council sessions. Notice of future public hearings and meetings will be provided, and the signs updated, in accordance with the Zoning Ordinance.

IX. CONCLUSION

As demonstrated by the Statement of Justification, the Project Plan submission, and Application, the Project is consistent with the intent and purpose of the PD-RCI Governing Documents, substantially complies with all applicable requirements of the Zoning Ordinance and other applicable City Code and regulations, and is in substantial conformance with the recommendations of the Rockville 2040 Comprehensive Plan, the Town Center Master Plan, and other administrative and functional master plans.

The Project will advance the goals of the 2040 Plan, the Town Center Master Plan, and the strategic goals of the Mayor and Council, to increase affordable housing, strengthen the Town Center neighborhood with increased residential density and new

housing typologies to provide greater choice to a wider range of households, and enhance the overall vibrancy and quality of life in the Town Center and the City generally.

The Waivers and requested modification to the BLVD 44 MPDU Covenant are justified to support the required findings for approval.

For all these reasons, the Project Plan Application PJT2025-00023 with the requested waivers, WAV2025-00025 and WAV2025-00026, and modification of the BLVD 44 MPDU Declaration of Covenants should be approved. Applicants respectfully request approval to permit this Project to proceed as proposed.

Shulman Rogers, P.A.
Nancy P. Regelin, Esquire
Counsel for Applicant

Attachment A
Prior relevant PDP Approval Excerpts

City of Rockville
111 Maryland Avenue
Rockville, Maryland
20850-2364

Community Development
(301) 309-3200
TDD (301) 309-3187
FAX (301) 762-7153

Economic Development
(301) 309-3240

Inspection Services
(301) 309-3250

Planning Division
(301) 309-3200

April 28, 1994

Mr. Mark Troen, Vice President
Rockville Center, Incorporated
250 Hungerford Drive, Suite 195
Rockville, MD 20850

Dear Mr. Troen:

Re: Preliminary Development Plan Application PDP94-0001- Rockville Center, Incorporated

At its meeting of April 27, 1994, the Rockville Planning Commission reviewed and conditionally approved the above referenced application for redevelopment of the former Rockville Mall area. Approval includes the following elements:

(1) Development parcels, road locations, and road right-of-way widths as shown on the "Concept Preliminary Plan" dated April 8, 1994 in the application file;

(2) Building uses and sizes as follows:

BLOCK	USE	GROSS FLOOR AREA (SQ.FT.)
1	Office	459,675
	Retail	34,150
		493,825
2	Office	480,375
	Retail	27,525
		507,900
3	Office	334,575
	Retail	27,750
	Theater	43,000
		405,325
4	Residential	min. 117 units
	Retail	11,260
		11,260
5	Retail	48,312
TOTAL FOR PLAN		1,466,622 (sq. ft.)

MAYOR
James P. Coyle

COUNCIL
Robert E. Dorsey
Rose G. Krasnow
James T. Marrinan
Nina A. Weisbroth

CITY MANAGER
Bruce Romer

CITY CLERK
Paula S. Jewell

CITY ATTORNEY
Paul T. Glasgow

Excerpt from PDP94-001E Amendment:

Resolution No. 10-05 RESOLUTION: To approve, with conditions, Amendment to Preliminary Development Plan Application No. PDP1994-0001E, Rockville Renaissance West, Applicant

C. LAND USES AND DENSITIES BY BLOCK.

The Amended Allowable Uses and densities by block are:

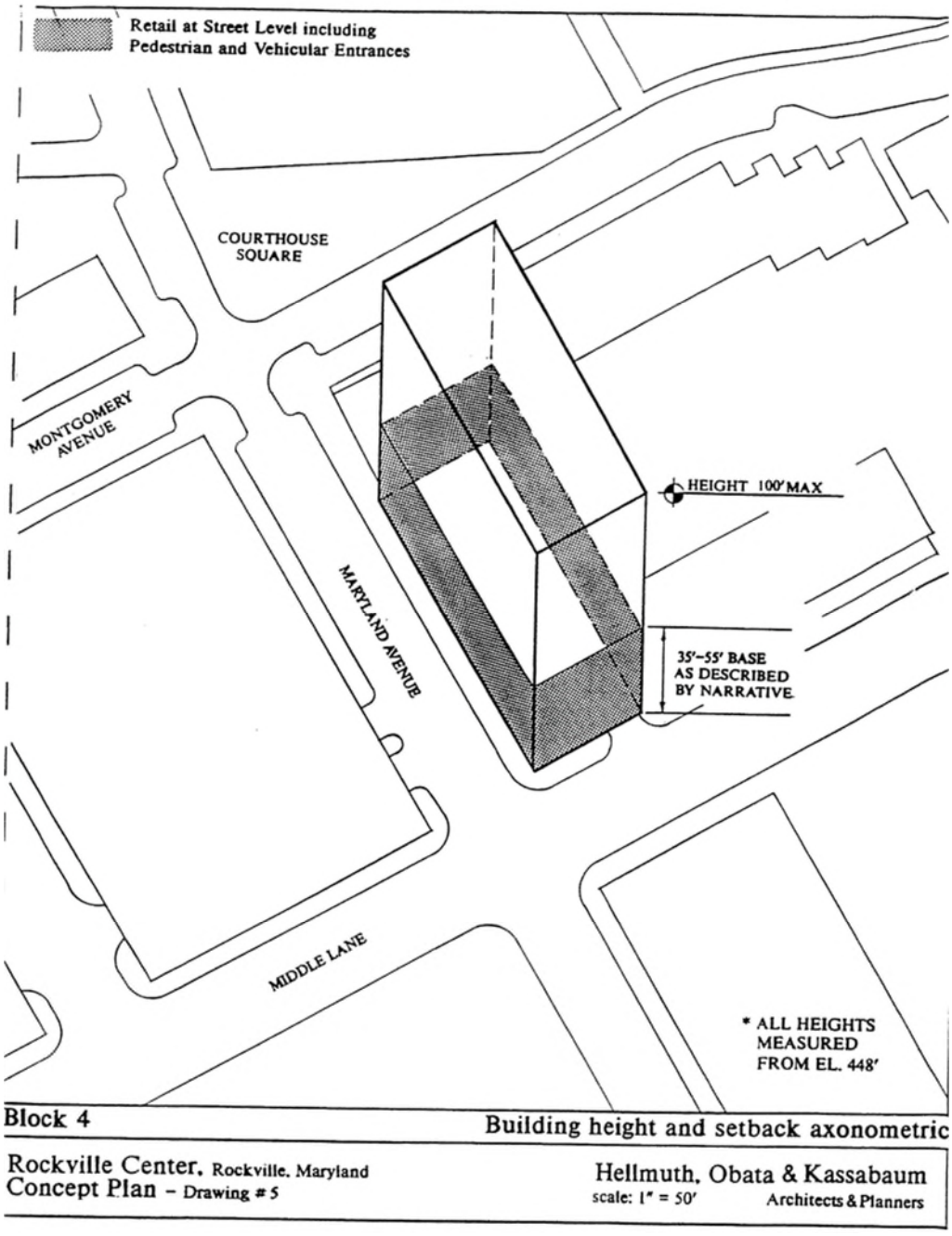
Block	Land Uses	Prior Approved Gross Floor Area	Approved Gross Floor Area/DU
1	Office	394,261 SF	394,261 SF
2-F	Retail / Restaurant	36,700 SF	36,700 SF
	Subtotal	430,961 SF	430,961 SF
2	Office	480,375 SF	
2-K	Residential		255 DU**
	Retail (Restaurant)	32,025 SF	17,000 SF
	Subtotal	507,900 SF	255 DU/17,000 SF
3	Office	362,875 SF	
2-J	Residential		230 DU**
	Retail/ Restaurant	36,750 SF	23,000 SF
	Subtotal	405,325 SF	230 DU/23,000 SF
4	Residential	117 DU (min)	117 DU (min)
2-H	Retail	11,260 SF	11,260 SF
	Subtotal	117 DU/ 11,260 SF	117 DU/ 11,260 SF
5	Retail /Restaurant	19,306 SF	19,306 SF
2-G	Office	25,700 SF	25,700 SF ***
	Theatre	67,370 SF	67,370 SF
	Subtotal	112,376 SF	112,376 SF
Total	Office	1,263,321 SF	419,961 SF
1-5	Retail	137,241 SF	107,266 SF
	Theatre	67,370 SF	67,370 SF
	Residential	117 DU	602 DU
	Hotel *		

** Total aggregate number of approved DU for Parcel 2-K Lot 2 and Parcel 2-J Lot 3 is 485 DU. Units can be shifted between Parcel 2-J Lot 3 and Parcel 2-K Lot 2 so long as the total number does not exceed the total aggregate number of DU approved for Parcel 2-J Lot 3 and Parcel 2-K Lot 2 and can be constructed within approved heights.

***By City administrative approval, retail space was converted to office on Parcel 2-G Lot 5 resulting in the total allowable PDP office square footage on Parcel 2-G Lot 5 of 25,844 square feet. The permitted use for such converted space under the PDP is either office or retail without further amendment of the PDP.

* A Hotel is an allowable use in addition to the other allowable uses on any of the Preliminary Development Plan lots. The PDP retains additional traffic capacity over and above the other allowable uses for a Hotel use within the Preliminary Development Plan area of: 100 am peak hour trips and 100 pm peak hour trips.

Massing under PDP94-001:



PDP-RCI AREA Parking

Time of Day Calculation All Existing PDP Uses + Comstock BLVD Lofts Project (Pre-41 MD Project)

Use	Base	Weekday Daytime	**Weekday Evening**	Weekend Daytime	Weekend Evening	Nightime
Office	333	333	**35**	35	21	21
Retail	11	13	**22**	48	24	3
Restaurants	305	153	**305**	305	305	31
Theatre	383	153	**383**	307	383	38
51 Monroe St.	138	138	**138**	14	7	7
Deli	1	1	**1**	1	1	0
Hotel	38	27	**38**	27	38	27
Residential	546	328	**492**	437	492	546
Institutional	50	25	50	50	15	3
Total Pkg Required		1171	**1464**	1224	1286	676
Total PDP Parking Provided		1667	**1667**	1667	1667	1667
Surplus Parking		+496	**+203**	+443	+381	+991

Highest Parking Required at Weekday Evening totaling 1464 spaces within the PDP; 1667 spaces provided within the PDP; 203 Surplus Spaces at Peak Parking Demand Period within PDP upon completion BLVD Lofts Project Bldg 2; 991 Surplus Spaces Nightime Period within PDP.

The foregoing parking calculations do not include on-street parking spaces on East Montgomery Avenue, Maryland Avenue, Monroe Street or Helen Heneghan Way within PD-RCI Area that provide additional convenient short term parking spaces to the general public doing business within the PDP and town center. Within two blocks of the PD-RCI Area, there are approx. 2000 additional parking spaces in garages and lots open to the general public.

Community Planning & Development Services
Received
April 3, 2025

WAV

Application for **Waiver Request**

City of Rockville

Department of Community Planning and Development Services

111 Maryland Avenue, Rockville, Maryland 20850
Phone: (240)-314-8200 * Fax: (240)-314-8210 * **Email:** cpds@rockvillemd.gov * **Website:** www.rockvillemd.gov

Purpose: The Zoning Ordinance, and the Landscape and Lighting Manual, identify specific standards that may be waived by the Approving Authority. The process is intended to provide flexibility to address constraints unique to a particular site or project. Each of the following waiver types is unique in terms of submittal requirements and criteria for approval. Please refer to the applicable Zoning Ordinance section (provided on this form) for more information.

It is strongly encouraged that you meet with Planning Division staff in CPDS prior to submitting an application.

Waiver Type: Please identify the type of waiver requested

Zoning Ordinance

☐	**25.08.08.c.2.b.vi**	Planning Commission waiver of current parking requirements for non-conforming alteration approvals
☐	**25.09.06.c**	Planning Commission waiver of restrictions placed on height exemptions for certain architectural elements.
☐	**25.10.05.d**	Approving Authority waiver of impervious surface requirements for institutional uses in single dwelling unit residential zones.
■	**25.14.07.d.4**	Approving Authority waiver of the application of one or more development standards of the designated equivalent zones for Planned Developments.
☐	**25.16.02.b.3**	Approving Authority waiver of the requirements of Section 25.16.02.b.3; 25.16.04.b; and Section 25.16.07.a and b for projects within the MXTD Zone.
■	**25.16.03.h.1 & 3**	Parking reductions within the MXTD, MXCD, MXE, MXNC and PD Zones.
☐	**25.17.03.c**	Planning Commission waiver of the requirement to underground, or enclose, utility equipment.
☐	**25.17.05.b**	Approving Authority waiver of private sidewalk widths for short portions.

❑ **25.17.08.b.3** Approving Authority waiver of building restriction line requirements.

Landscaping and Lighting Manual

❑ **4.d.3.c** Buffering and / or Screening Requirements. The Board of Appeals or Planning Commission has the authority to grant a waiver of the buffering and / or screening requirements of the Manual.

Please Print Clearly or Type

Property Address Information 41 Maryland Avenue

Subdivision Rockville Town Center Lot(s) Par 2-H Block

Zoning PD-RCI Tax Account(s) 03198603

Applicant Information:

Please supply name, address, phone number and e-mail address for each.

Applicant SCG Development Holdings, LLC c/o SCG Development Partners, 9245 Boone Blvd #640, Vienna, Va 22182 Kirk Salpini, 703-942-6610 x200, kas@scgdevelopment.com

Property Owner Comstock 41 Maryland, LLC, c/o Comstock 1900 Reston Metro Plaza 10th Floor Reston VA 20190 Attn: Robert Demchak 703-230-1985, rdemchak@comstock.com

Architect Davis Carter Scott Ltd Design, 8614 Westwood Center Drive #800, Tysons VA 22182 Douglas Carter, AIA, 703-556-9275, dcarter@dcsdesign.com

Engineer Macris Hendricks Glascock, 9220 Wightman Road, Montgomery Village MD 20886 Kyle Hughes, 301-670-0840, khughs@mhgpa.com

Attorney Shulman Rogers PA, 12505 Park Potomac Avenue #600 Potomac MD 20854 NancyRegelin301-230-5224nregelin@shulmanrogers.com

LEED AP Davis Carter Scott Ltd Design

Project Name Momentum at Rockville Station

Project Description: Provide a written narrative that fully describes the project; the nature of the waiver requested; and the justification for the requested waiver. Please refer to the applicable section of the Zoning Ordinance for the waiver type and provide a response to any and all findings that might be associated with the waiver. Additional information such as reports and / or studies that provide justification of the waiver request are encouraged.

STAFF USE ONLY

Application Acceptance: **OR** **Application Intake:**

Application # Date Received

Date Accepted Date of Checklist Review

Staff Contact Deemed Complete: Yes ☐ No ☐

Zoning Ordinance

25.08.08.c.2.b.vi

vi. ***For nonconforming alteration approvals*** that trigger conformance with current parking requirements pursuant to Article 16, the Planning Commission may waive the current parking requirement and allow the maintenance of the existing nonconforming parking status through the grant of the nonconformity alteration approval, if the Commission finds that:

A. It is not practicable to provide the required parking onsite in a manner that preserves neighborhood character;

B. Preserving the nonconforming parking status is the best solution to provide consistency with the goals, policies, and intent of the Plan.

25.09.06.c

c. ***Waiver***

1. The Planning Commission may permit a waiver from any or all of the restrictions set forth in subsections b.1 through b.3 of this section upon finding that the size, scale, and dimensions of any non-habitable architectural structure listed above are:

(a) Architecturally compatible with both the building on which it is to be erected and the adjacent buildings; and

(b) Not contrary to the intent and purpose of the Plan or this Chapter.

2. In granting any such waiver, the Planning Commission may impose such conditions as may be reasonable and necessary so that the non-habitable architectural structures are consistent with the Plan, including, but not limited to, the screening of rooftop structures and the shadow regulations set forth in Section 25.17.06.

3. The person requesting the waiver must provide notice of the request in accordance with Section 25.05.03 of this Chapter.

25.10.05.d

d. ***Exclusions from Impervious Surface Requirements*** – Institutional uses in the Single Dwelling Unit Residential Zones must normally meet the requirements set forth in Section 25.10.05.a, above for the maximum impervious surface area in a front yard. However, through site plan review in accordance with the provisions of Article 7, the Approving Authority may waive this requirement if it finds that such a waiver will reduce impacts of paved areas on adjoining residential uses, provide more efficient on-site traffic circulation, or address practical difficulties.

25.14.07.d.4

4. ***Waiver of Equivalent Zone Standards***- The Approving Authority may waive the application of one (1) or more of the development standards of the designated equivalent zone upon a finding that the applicant has shown good cause as to why the development standard should not apply to any portion of the Planned Development project. In determining whether the burden of establishing good cause has been met, the Approving Authority must consider the following:

(a) Whether the development standard of the equivalent zone is compatible with the completed portions of the Planned Development;

(b) Whether applying the development standard of the equivalent zone is consistent with good planning and design principles;

(c) Whether applying the development standard of the equivalent zone is reasonable and practically feasible. The cost of applying the standard may, but does not necessarily, demonstrate that applying the development standards of the equivalent zone is reasonable or practically feasible, and;

(d) Such other factor as the Approving Authority reasonably deems appropriate.

25.16.02.b.3

3. ***MXTD Zones*** - In the MXTD Zone, limited off-street parking of motor vehicles between the front building line and the front lot line may be allowed by the Approving Authority in accordance with the provisions of Section 25.13.07.a.6. The Approving Authority also has the authority to waive the requirements of this Section, Section 25.16.04.b, and Section 25.16.07.a and b provided that:

(a) A previously existing single unit detached dwelling is being converted to a permitted use in the MXTD Zone;

(b) Due to the location of the existing structure or structures on the lot, compliance with the parking, loading, and access requirements of this Sections 25.16.02, cannot be reasonably accomplished; or

(c) Such a waiver would enable the proposed use to better satisfy the parking space requirements of Section 25.16.03.

25.16.03.h.1

h. ***Flexible Parking Standards*** – The Approving Authority may permit reductions in the number of parking spaces required, if certain standards and requirements are met as set forth below.

1. Mayor and Council and Planning Commission Reductions The Mayor and Council, in the approval of a Project Plan, or the Planning Commission in the approval of a site plan within the MXTD, MXCD, MXE, MXNC and PD Zones, have the authority to reduce the required number of parking spaces for uses in the building or buildings to be constructed provided that:

   (a) A major point of pedestrian access to such building or buildings is within seven-tenths of a mile (3,696 feet) walking distance of a transit station entrance shown on the Washington Metropolitan Area Transit Authority Adopted Regional Rail Transit System; or

   (b) There are three (3) or more bus routes in the immediate vicinity of the building or buildings; or

   (c) There is a major public parking facility available to the public within 1,000 feet of a building entrance; or

   (d) Where the size of the lot is so small that meeting the parking requirement would prevent redevelopment; or

   (e) Where there is a bikeway in close proximity to the site and the applicant demonstrates that the uses in the proposed development are conducive to bicycle use; or

   (f) For any other good cause shown.

25.16.03.h.3

3. ***Reductions with Proximity to a Transit*** Station - Within any mixed-use zone where the building entrance is more than seven-tenths of a mile (3,696 feet) walking distance from a transit station entrance as shown on the Washington Metropolitan Area Transit Authority Adopted Regional Rail Transit System, a reduction of not more than ten (10) percent of the required parking spaces may be approved if a parking management plan approved by the Approving Authority will be implemented with occupancy of the building or buildings using such features as car and van pooling and public or private transit. A Transportation Demand Management strategy must be submitted with the goal of reducing parking demand by the building to meet the amount of reduction requested. The effectiveness of this plan must be demonstrated periodically after the use has been operating, as determined by the Approving Authority.

25.17.03.c

c. ***Waiver of Requirements***

1. Upon finding that installing utility equipment within an enclosed building is not feasible, the Planning Commission may grant a waiver of any requirement of this Section for any of the following reasons:

   (a) A unique or peculiar site condition provides a physical impediment to installing equipment underground; or

   (b) It would be unsafe to locate the equipment underground; or

   (c) The equipment cannot successfully operate below ground.

25.17.05.b

1. Minimum widths may be waived by the Approving Authority for short portions of a private sidewalk for a good cause shown.

25.17.08.b.3.(b)

(b) Where the applicable master plan recommends a greater or lesser building restriction line than set forth herein, the plan recommendation takes precedence over the requirements set forth in subsections a and b above. Where there is no master plan recommendation, the Approving Authority may waive building restriction line requirements if the waiver will result in a better form of development consistent with the intent of the master plan and the development standards for mixed-use zones set forth in Article 13.

Landscaping and Lighting Manual

4.d.3.c

The Board of Appeals or Planning Commission has the authority to grant a waiver of the buffering and / or screening requirements of the Manual.

Community Planning & Development Services
Received
August 20 2025

GOROVE SLADE
Transportation Planners and Engineers

TECHNICAL MEMORANDUM

To: Kirk Salpini — SCG Development

From: Anila Moorthy, EIT
Maribel Donahue
Katie Wagner, PE, PTOE

Date: June 18, 2025

Subject: Momentum at Rockville Station Parking Reduction Justification Memo

Introduction

This memorandum has been prepared in support of a proposed Flexible Parking Requirement Reduction to Zero under Section 25.16,03.h that would allow the 41 Maryland Avenue residential development to be constructed without any on-site parking. The Project includes redevelopment of the existing parking lot into an all-affordable apartment building with approximately 147 units and no on-site parking. On-site loading would be provided within the building, and ample curbside parking is available adjacent and proximate to the building and within close-by public garages for short-term visitor and elective long-term permit parking. The nearby public garages were surveyed on a typical weekday where a total of approximately 3,479 parking spaces were counted with occupancy overall appearing to be below 50 percent. With significant occupancy during the daytime weekday peak, it is expected that even greater availability would be present during evenings and weekends. The project is bordered by E Middle Lane to the north, Maryland Avenue to the east and existing buildings to the west and south.

Note that the site has original Preliminary Development plan approval through PDP94-001, as amended, for a minimum of 117 dwelling units and 11,260 sf of retail on this parcel, and all transportation improvement requirements of the PDP for this site have been satisfied. The requested Parking Reduction is only for the individual calculation for the subject building. The remaining developed Blocks 1, 2, 3 and 5 of the PDP currently meet their parking requirements, as set by the Mayor & Council in prior approvals, and per the most recently approved amendment to the PDP, PJT2014-00013 for Block 2, the overall PDP area has a parking surplus during all, including peak, parking demand periods under Section 25.16.03.h.6.

The objective of this assessment is to identify whether the proposed development could operate efficiently and without detrimental impact to surrounding public facilities and justify the grant of the proposed full parking reduction under Section 25.16.03.h.3. The Project's proximity to transit, pedestrian friendly location and availability of ample public and privately rentable parking spaces nearby make it an excellent candidate for a no on-site parking condition, as is specifically recommended for the property in the adopted 2025 Rockville Town Center Master Plan update. Further, the proposed all-affordable residential building meets all criteria for flexible parking standards under City of Rockville Zoning Ordinance Sec. 25.16.03.h.

The subject site is perfectly situated within the Rockville Town Center area proximate to transit, bike and pedestrian facilities, served by car-sharing and car rental services, as well as walkable to goods and services, to support a community of residents not reliant on auto-ownership. The high Walk Score of the location of the proposed affordable housing development will allow a qualified household to have the choice to shed the financial burden of auto-ownership. Should a resident choose to live at the 41 Maryland Avenue development while owning a vehicle, there are numerous parking options in garages within a short walking distance of the site where monthly paid secure parking is available. Notably, there are over 3,400 public and privately owned publicly available parking spaces available for rent on both an hourly and monthly basis within three blocks, including in the adjacent Victoria Condominium parking garage as well as the City's Town Square parking garages across E Middle Lane and the BLVD 44 parking garage across Maryland Avenue. Moreover, a field verification on March 25, 2025 indicated that the parking

occupancy appeared to be less than 50% during normal business hours on a typical weekday. With additional capacity becoming available in the evening, it is expected that significant capacity will be available for evening and overnight parking in these garages, where hours of operations allow. Additional field observations were conducted over a weekend on Saturday, May 31 and Sunday, June 1, during a special event on Sunday, June 1 (Pride Day). The observations indicated that garage occupancy rates were below 50% during weekends. However, there was a slight increase in occupancy to approximately 60% when an event was taking place. The garages nearby would have ample parking spaces available even during weekends with special events.

For prospective tenants owning one or more vehicles where on-site parking is an imperative for their household, there are alternative affordable housing residential options available in the City and the County with on-site parking. Further, it is not likely that residents would attempt to park in the nearby West End neighborhood in lieu of renting an available garage space given the existing parking restrictions which require a City of Rockville issued permit to park in the majority of the West End neighborhood, which 41 Maryland Avenue residents would not be eligible for. Therefore, the proposed condition reducing required parking to zero would be supported by proposed and existing area infrastructure that would allow a resident to not be reliant on auto-ownership, or if they choose to own a vehicle, have convenient options to accommodate their vehicle.

This report reviews the baseline minimum parking rates, the project site's transit-oriented context and multimodal access to support the Project's parking waiver request. The conclusions of this assessment are as follows:

- The site's small footprint precludes the ability to construct on-site parking to serve the building.
- Per the City of Rockville Parking Requirements, 169 parking spaces are required on site prior to any potential reductions. It should be noted that these baseline ratios do not take into account proximity to transit.
- The Project is located within immediate vicinity of four (4) bus routes, 0.3 miles from the Rockville Metrorail Station and MARC station, existing bicycle lanes along E Middle Lane and N Washington Street and established walking paths for residents.
- In addition, there are in excess of 3,400 public/privately rentable parking spaces available in 10 parking facilities within 1,000 feet from the site building. These facilities include approximately 100 ADA spaces. Some of these garages also include monthly parking permit options with 24-hr access. Additionally, a total of at least five (5) publicly accessible curbside street parking ADA spaces are present within 1,000 sf of the site.
- The structured publicly available parking was field verified on March 25, 2025. It was a typical weekday with public schools and government in session, and observations included that parking was generally available in all garages, with the overall parking occupancy appearing to be less than 50%. Significant parking was available during the daytime during normal business hours. With additional capacity becoming available in the evening, it is expected that significant capacity will be available for evening and overnight parking in these garages, where hours of operations allow.
- The project is proposing three (3) pick-up/drop-off spaces to facilitate convenient rideshare loading and unloading as well as short term deliveries along the Maryland Avenue frontage.
- The Project's proposed zero required parking condition is consistent with the recently adopted Rockville Town Center Master Plan that recommends no on-site parking for this property specifically, and generally recommends residential uses within the plan area be exempt from minimum parking requirements.
- Moreover, the proposed development meets all of the criteria for flexible parking standards per City of Rockville Zoning Ordinance Sec. 25.16.03.h.
- The Project is expected to naturally have a lower reliance on single occupancy vehicle travel based on the building being an all-affordable community with convenient access to Metrorail, MARC, bus service and bike lanes.

Given that the development meets the criteria for a parking reduction under 25.16.03.h.3 together with the small footprint of the site that prevents development if parking is required, the availability of paid street and garage short-term parking to accommodate visitor demand, and free overnight street parking and nearby long-term monthly parking

options for residents who decide to move in owning a vehicle, the Project's parking demand is not expected to negatively impact the surrounding public infrastructure and the proposed parking reduction to zero is justified.

Parking Demand and Justification for Zero Required Parking Use Case

A review of data available in Public Use Microdata Areas (PUMAs) from the US Census for the area covering Rockville (Central Montgomery County), indicates the following:

- Total data set for renters living in apartment buildings with 50 or more units: 20,341
- Total respondents with access to zero owned vehicles: 2,866 (14.1%)
- For those in the workforce:
    - Ride in vehicle to work: 21%
    - Use public bus to work: 29%
    - Use subway or rail to work: 24%
    - Work from home: 26%

With the subject site located 1,500 feet from a WMATA Red Line Metrorail Station and 800 feet from the future Viers Mill and 355 BRT Stations, residents at this location will have the ability to rely on non-auto mode shares to travel to and from employment. With 14.1 percent of respondents in the overall area, which includes buildings much further from Metrorail, living without owning a vehicle, there is clear demand for units where parking on-site is not available.

Further, a study prepared by the District of Columbia Department of Transportation[1] investigating parking demand and the impacts of parking supply within an urban setting provided the following within its conclusions:

> *"The most significant neighborhood variable was a combination of walkability (measured by block size) and frequency of transit service within walking distance. As walkability and transit frequency increased, parking utilization decreased."*

The site's existing walk-score of 93 and future further improved frequency of transit service with the planned BRT stop and existing metro station nearby will naturally drive a lower parking demand for the site.

Walk and Bike Score

Walkscore.com is a website that provides scores and rankings for walking, biking, and transit conditions within neighborhoods of the County. Based on this website, the site is in the Central Rockville neighborhood in Rockville. Using the existing address (41 Maryland Avenue), the site has a walk score of 93 (or "Walker's Paradise"), a transit score of 73 (or "Excellent Transit"), and a bike score of 69 (or "Bikeable"). The following conclusions can be made based on the data obtained from Walkscore.com:

- The site is situated in an area with a "Walker's Paradise" walk score so most daily errands do not require a car;
- The site is situated in an area with a "Good Transit" transit score due to its proximity to Metrobus and RideOn routes, and the Rockville Metrostation. This score should further improve with the planned Viers Mill and 355 BRT lines that will have a station nearby at East Middle Lane and MD 355; and
- The site is situated in an area with a "Bikeable" bike score due to its proximity to a few bicycle facilities including separated bicycle lanes along the site frontage along E Middle Lane. Further, future bike lanes are planned along Monroe Street that will further improve bikeability in the area.

Overall, the site and surrounding neighborhood have adequate pedestrian, transit, and bicycle accessibility.

[1] https://cnt.org/sites/default/files/publications/DR1_TRB_DC%20Multifamily%20Parking%20Utilization.pdf

Carsharing

ZipCar is a private company that provide registered users access to a variety of automobiles. Zipcar operates a reserved-space model where customers are required to borrow from and return vehicles to the same reserved car sharing space. Currently, there is one (1) location within a quarter mile walk. The locations, number of available vehicles, and walking distances are listed in Table 1.

Table 1: Zipcar Locations

Zipcar Location	Number of Vehicles	Walking Distance
26 Maryland Avenue	1 vehicle	0.1 miles (3 minutes)

Car Rentals

In addition to ZipCar, there are other private companies that allow customers to temporarily borrow a car for a set period of time. There are multiple car sizes and models to pick from depending on the location and company. The location and walking distances to such car rental locations within a 15-minute radius are listed in Table 2.

Table 2: Car Rental Locations

Car Rental Company	Location	Walking Distance
Mobilis Car Rental	199 E Montgomery Avenue	0.1 miles (3 minutes)
Enterprise Rent-A-Car	702 Rockville Pike	0.6 miles (15 minutes)
Rent-A-Wreck	621 Hungerford Drive	0.6 miles (15 minutes)

Micromobility

As of February 2025, micromobility service in the County is provided by three (3) private dockless companies operating e-bikes and electric scooters (e-scooters). These include Lime, Spin and Bird. These dockless vehicles are provided by private companies that give registered users access to a variety of e-bike and e-scooter options. These devices are used through each company-specific mobile phone application. Many dockless vehicles do not have designated stations where pick-up/drop-off activities occur like with Capital Bikeshare. They are typically parked in public space, most commonly in the “furniture zone” or the portion of the sidewalk between where people walk and the curb, often where other street signs, street furniture, trees, and parking meters are found.

Capital Bikeshare

In addition to personal bicycles, the Capital Bikeshare program provides additional bicycle options for residents of the 41 Maryland Avenue development. The program has placed over 700 bikeshare stations across the Washington metropolitan area with over 7,000 bicycles in the fleet. Three (3) Capital Bikeshare stations are located within a half mile of the site:

- An existing 14-dock Capital Bikeshare station is available within 5-minute walk near the Monroe Street and Monroe Place intersection;
- An existing 18-dock Capital Bikeshare station is available within 10-minute walk near the Rockville Metro Station West; and,
- An existing 12-dock Capital Bikeshare station is available within 10-minute walk near the Rockville Metro Station East

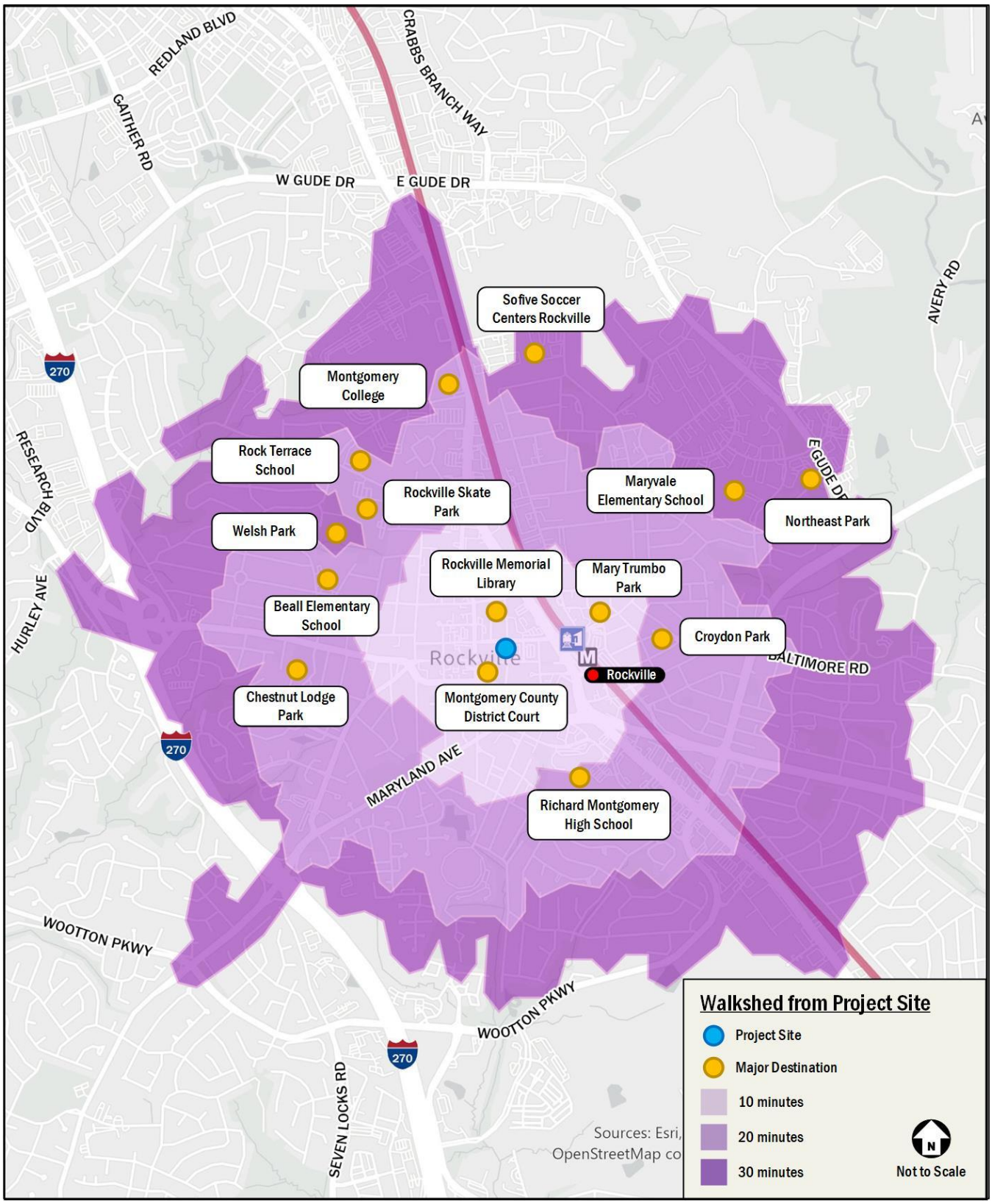


Figure 1: Walkshed from Project Site

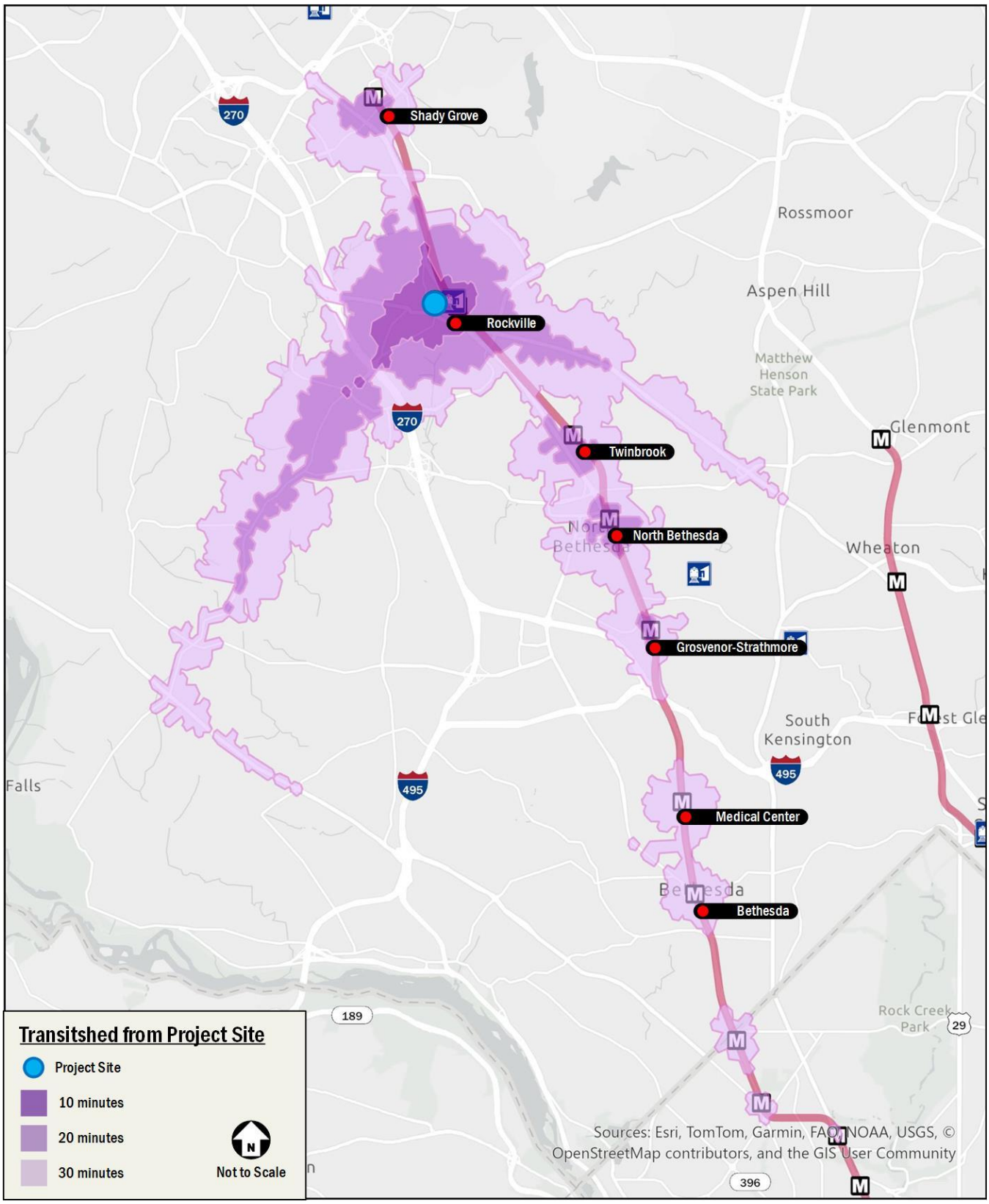


Figure 2: Transitshed from Project Site

City of Rockville Parking Design Standards and Lot Limitations

Under the City of Rockville Zoning Ordinance Sec. 25.16.06, drive aisles within a parking structure must be at least 20-feet wide, and parking spaces must be at least 18-feet deep for 90-degree parking. This results in a baseline clear width requirement of 56-feet to have parking on both sides of a drive aisle. With the building width limited to approximately 82 feet and the need to provide an internal loading bay, a building lobby and leasing space, elevators and stairs, utilities, and other infrastructure, very little space would remain to potentially place parking in the building, and utilization of this space for parking would require eliminating all ground floor amenities and units and substantially affecting building structural column spacing resulting in both inefficiency of upper level floor unit yields and additional building cost, to gain only approximately 21 parking spaces on the ground floor level. The cost to continue such inefficient parking layout either below grade or above grade would not be feasible with the addition of ramps, be prohibitively expensive, and an insurmountable obstacle to development for this all-affordable housing community.

Further, the addition of parking would necessitate a second curb cut, which would result in a driveway crossing the pedestrian space and elimination of curbside metered parking on Maryland Avenue.

As shown in the exhibit below, the parking would conflict with structural columns and render the majority of the ground floor unusable for residential amenities and critical building infrastructure.

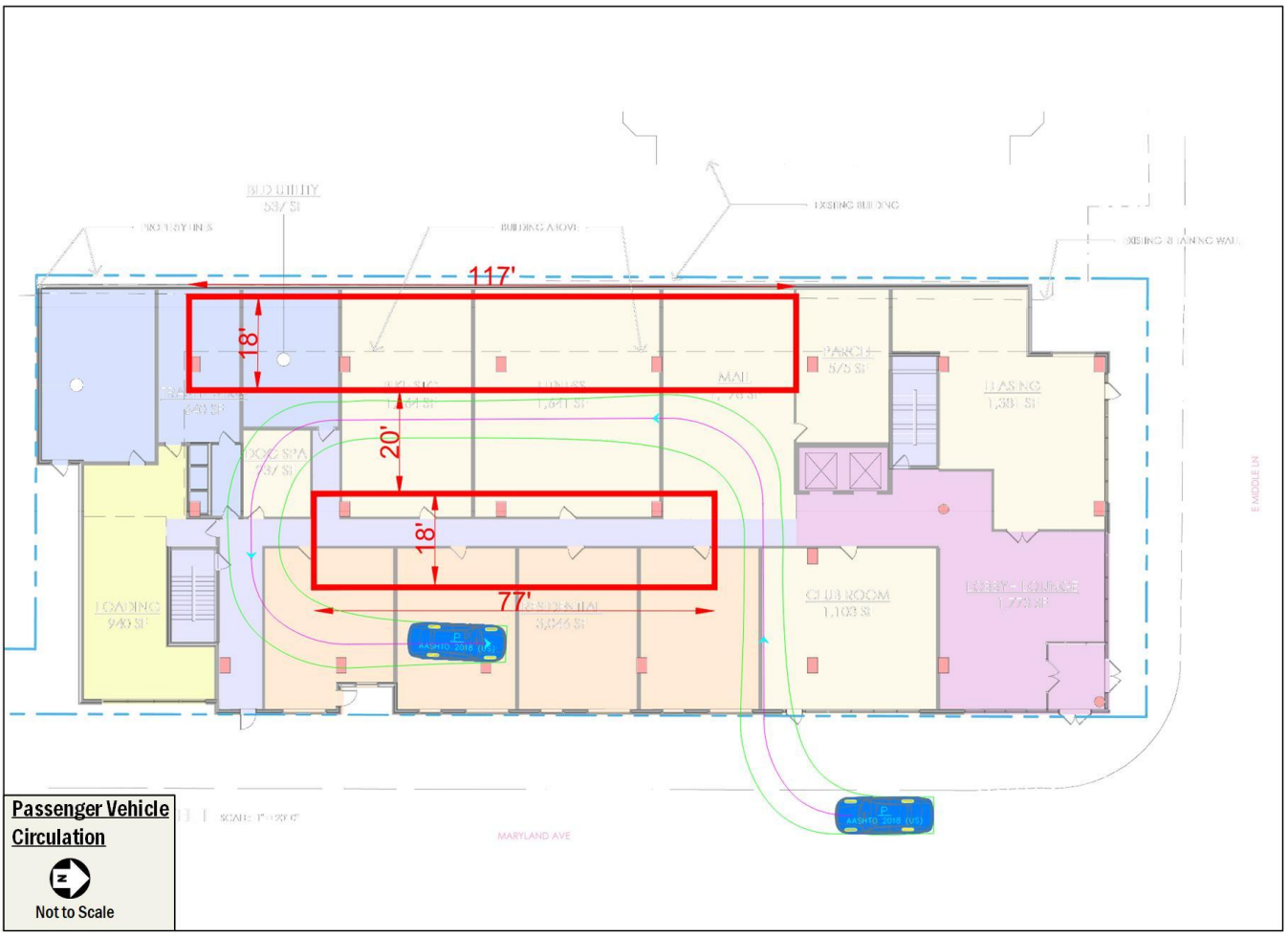


Figure 3: Passenger Vehicle Circulation Illustrative on-site structured parking

City of Rockville Parking Requirements

Under the City of Rockville Zoning Ordinance Sec. 25.16.03.d. the proposed residential land use is subject to the parking ratios presented in Table 3, dependent on the number of bedrooms of each size.

The baseline parking minimum ratios listed in Table 3 are applicable for all residential developments in all locations within the City of Rockville, regardless of the proximity of the building to existing transit, bike and pedestrian infrastructure. Additionally, no code adjustment is provided between market rate and affordable dwelling units. The baseline parking requirement for the Project, prior to any allowable reductions, is 169 parking spaces per the City Code, based on current Project concept unit mix.

Table 3: City of Rockville Base Parking Minimums for Residential Multi-Family Land Use

Land Use	Minimum Parking Requirement	Number of Units	Required Parking Spaces
Residential Dwelling, Multiple unit	1 space for 0 (zero) bedrooms	22	22
	1 space for 1 bedroom	81	81
	1.5 spaces for 2 or more bedrooms	44	66
Total		**147 units**	**169 spaces**

Flexible Parking Standards

The Project is subject to equivalent development standards of the PD Zone. Consistent with City of Rockville Zoning Ordinance Sec. 25.16.03.h., the project may request flexible parking standards and reductions from the parking rates established in Sec. 25.16.03.d. based on the following criteria:

> *"h. Flexible parking standards.* The Approving Authority may permit reductions in the number of parking spaces required, if certain standards and requirements are met as set forth below.
>
> 1. *Mayor and Council and Planning Commission reductions. The Mayor and Council, in the approval of a project plan, or the Planning Commission in the approval of a site plan within the MXTD, MXCD, MXE, MXNC and PD zones, have the authority to reduce the required number of parking spaces for uses in the building or buildings to be constructed provided that:*
>
> ◦ *A major point of pedestrian access to such building or buildings is within seven-tenths of a mile (3,696 feet) walking distance of a transit station entrance shown on the Washington Metropolitan Area Transit Authority Adopted Regional Rail Transit System;*
>
> ◦ *There are three (3) or more bus routes in the immediate vicinity of the building or buildings; or*
>
> ◦ *There is a major public parking facility available to the public within one thousand (1,000) feet of a building entrance;*
>
> ◦ *Where the size of the lot is so small that meeting the parking requirement would prevent redevelopment;*
>
> ◦ *Where there is a bikeway in close proximity to the site and the applicant demonstrates that the uses in the proposed development are conducive to bicycle use; or*
>
> ◦ *For any other good cause shown."*

The subject Project exhibits numerous characteristics, making it a prime candidate for significant relief from parking requirements. As shown below, the Project meets all sets of criteria justifying the application of the Flexible Parking Standards:

- A major point of pedestrian access to the proposed building is approximately three-tenths of a mile (1,584 feet) from the Rockville Metrorail Station as shown in Figure 4. This is significantly closer than the maximum distance of 3,696 feet, and it should also be noted that a pedestrian bridge is located approximately 800 feet from the building which provides uninterrupted connectivity over Rockville Pike (MD 355) to the Rockville Metro Station and future northbound 355 BRT station.

- The Project is located in the immediate vicinity of one (1) Metrobus (Bus route T2) and three (3) Ride-On bus routes (301, 45, 55) as shown in Figure 4. In addition, the Rockville Metro and the Rockville MARC Station connects the site to the Greater Washington Metropolitan Area. The future Viers Mill and MD 355 Flash BRT services will upgrade the bus service along MD 355 with stations located proximate to the site at the East Middle Lane intersection. The site is well served by existing and prosed bus routes, Metro and MARC, all of which will support reduced auto ownership for residents living at the building.
- There are in excess of 3,400 public/privately rentable parking spaces available in Parking Facilities within 1,000 feet of the site as shown in Figure 5. The City-owned public garages in Town Square are proximate with one within 350 feet east of Maryland Avenue, and the largest garage 750 feet east of Maryland Avenue, with both hourly and monthly parking permits available. In addition, monthly and hourly spaces are available to rent in the confronting BLVD 44 building, with the garage entrance within 300 feet along existing sidewalks east of the site. The parking facilities and available spaces are listed in Table 4 below. As noted below, several of these garages offer monthly parking options, thus allowing residents of the 41 Maryland Avenue site to live in the building and reliably and legally park a vehicle off-site in a secure parking garage. Spaces are also available in the adjacent building for rent during the daytime on a monthly and hourly basis.
    - In addition, there are 2-hour on-street parking spaces along the block. 12 spaces are located along Maryland Avenue (8 southbound, 4 northbound spaces) and 18 spaces including one (1) space reserved for ADA along westbound Courthouse square. There are 55 on-street parking spaces within approximately 500 feet of the site entrance including three (3) spaces reserved for ADA as shown in Figure 6. Two (2) additional ADA spaces are available curbside at the Monroe Place intersection with Monroe Street. Thus providing a total of at least five (5) publicly accessible ADA spaces within 1,000 sf of the site.
    - It should be noted that the structured publicly available parking was field verified on March 25, 2025. It was a typical weekday with public schools and government in session, and observations included that parking was generally available in all garages, with the overall parking occupancy appearing to be less than 50%. Significant parking was available during the daytime during normal business hours. With additional capacity becoming available in the evening, it is expected that significant capacity will be available for evening and overnight parking in these garages, where hours of operations allow.
    - Additional field observations were conducted over the weekend on Saturday, May 31 and Sunday, June 1, during a special event on Sunday, June 1 (Pride Day). The observations indicated that garage occupancy rates were below 50% during weekends. However, there was a slight increase in occupancy to approximately 60% when an event was taking place. The garages nearby would have ample parking spaces available even during weekends with special events.
- The project is proposing three (3) pick-up/drop-off spaces to facilitate convenient rideshare loading and unloading as well as short term deliveries along the Maryland Avenue frontage.

Table 4: Parking Facilities near the Project

Location	Availability	Parking Spaces		Hours of Operation	Approximate Distance from Site Entrance	Monthly Parking Rates***
Park X BLVD 44 (44 Maryland Avenue)	Monthly and Hourly Parking	Standard	296	24/7	~300 feet	Daily Max: $12 Monthly: $110
		ADA	11			
		Total	307			
Colonial Rockville Town Square - Garage A	Monthly and Hourly Parking	Standard	610	24/7	~750 feet	Daily Max: $12
		ADA	18			
		Total	628			
Colonial Rockville Town Square - Garage B	Monthly and Hourly Parking	Standard	114	24/7	~300 feet	Daily Max: $12
		ADA	5			
		Total	119			
Colonial Rockville Town Square - Garage C	Monthly and Hourly Parking	Standard	129	24/7	~500 feet	Daily Max: $12
		ADA	6			
		Total	135			
Park X Ansel (33 Monroe Street)	Monthly and Hourly Parking	Standard	344	24/7	~550 feet	Daily Max: $12 Monthly: $110
		ADA	9			
		Total	353			
One Metro Square (51 Monroe Pl)	Monthly and Hourly Parking	Standard	349	24/7	~1000 feet	Daily Max: $12
		ADA	5			
		Total	354			
USP Victoria (24 Courthouse Square)	Monthly and Hourly Parking	Standard	65**	Mon-Friday 7AM-6PM	~250 feet	Daily Max: $10 Monthly: $85
		ADA	0			
		Total	65			
USP 11 North Washington Street	Monthly and Hourly Parking	Standard	262	Mon-Friday 7AM-6PM	~300 feet	Daily Max: $10 Monthly: $85 - $170
		ADA	8			
		Total	270			
Park X Rockville Metro Plaza I & II (111 Rockville Pike)	Monthly and Hourly Parking	Standard	785	Mon-Friday 6AM-7PM Saturday 8AM-2PM	~400 feet	Daily Max: $12 Monthly: $110
		ADA	24			
		Total	809			
Park X 255 Rockville Pike	Monthly and Hourly Parking	Standard	426	Mon-Fri 7am-11pm Sat-Sun 10am-11pm	~900 feet	Daily Max: $12 Monthly: $105
		ADA	13			
		Total	439			
		Total	**3479**			
		Total ADA	**99**			

* Field verified and excludes residential spaces within secluded areas of garages and spaces reserved for specific tenants
**Additional spaces are located within the area currently under construction, which could not be counted for this review.
*** Contact garage attendants for overnight parking permit

- The proposed building dimensions are approximately 205' by 82' and is located at the northwest corner of Maryland Avenue and E Middle Lane intersection. The limited size of the site and building would make it infeasible to provide parking within the building footprint, much less additional ramping to multiple parking levels. This site is specifically called out in the new Rockville Town Center Master Plan update as a candidate for no on-site parking requirement due to the limited lot size. Providing any parking within the building on the first floor would eliminate amenities, units, on-site loading and other critical ground-floor uses and prohibitively affect development of the site due to cost.
- Separated bike lanes exist along E Middle Lane along the site frontage and signed shared roadways exist along Maryland Avenue. These bike access points at the Site connect to a continuous system of City and County bike lanes, shared paths, and shared roadways with an extensive regional reach. The project will include a bike storage room for residents' use conveniently located on the first floor of the building.
- The Rockville Town Center Master Plan specifically focuses on the site area and encourages residential development of at least 100 units and recommends no on-site parking due to the site's size, prime Town Center location, nearby structured parking options, and easy access to transit.

With the Project meeting all criteria for application of the Flexible Parking Standards, the Applicant requests a full parking reduction under 25.16.03.h.3 that would allow for the site to be constructed without any required parking.

Regional Municipal Parking Comparison

For reference purposes, it is noted that Montgomery County has recently adopted, through ZTA 23-10, the elimination of parking requirements for residential developments located within a half-mile of a Metro or Purple Line Station and all residential developments within a quarter-mile of an existing or funded-for-construction BRT Station. The subject site would meet this criteria through proximity to the Rockville Metro Station. Further, once fully funded for construction, the site would also meet the BRT proximity criteria with the planned Viers Mill/355 BRT station at East Middle Lane, which is currently under design.

Further, the District of Columbia allows for developments within similar "Downtown" zones (D Zone) to be constructed without providing any on-site parking. Several buildings have been approved within the District with no on-site parking provided due to lot size constraints and the infeasibility of constructing parking within the building, as is the case with the subject site.

Figure 4: Site Location

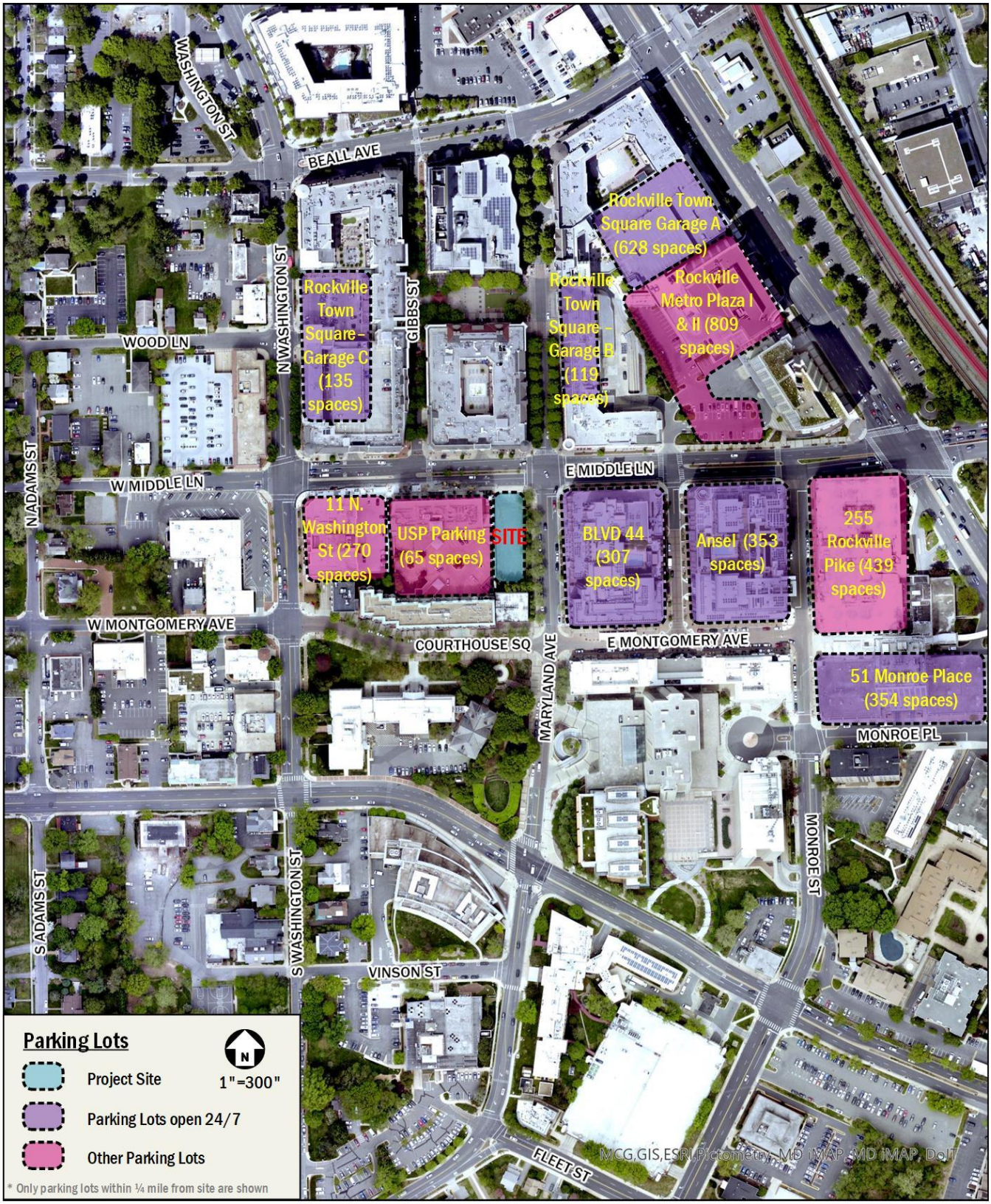


Figure 5: Parking Lots

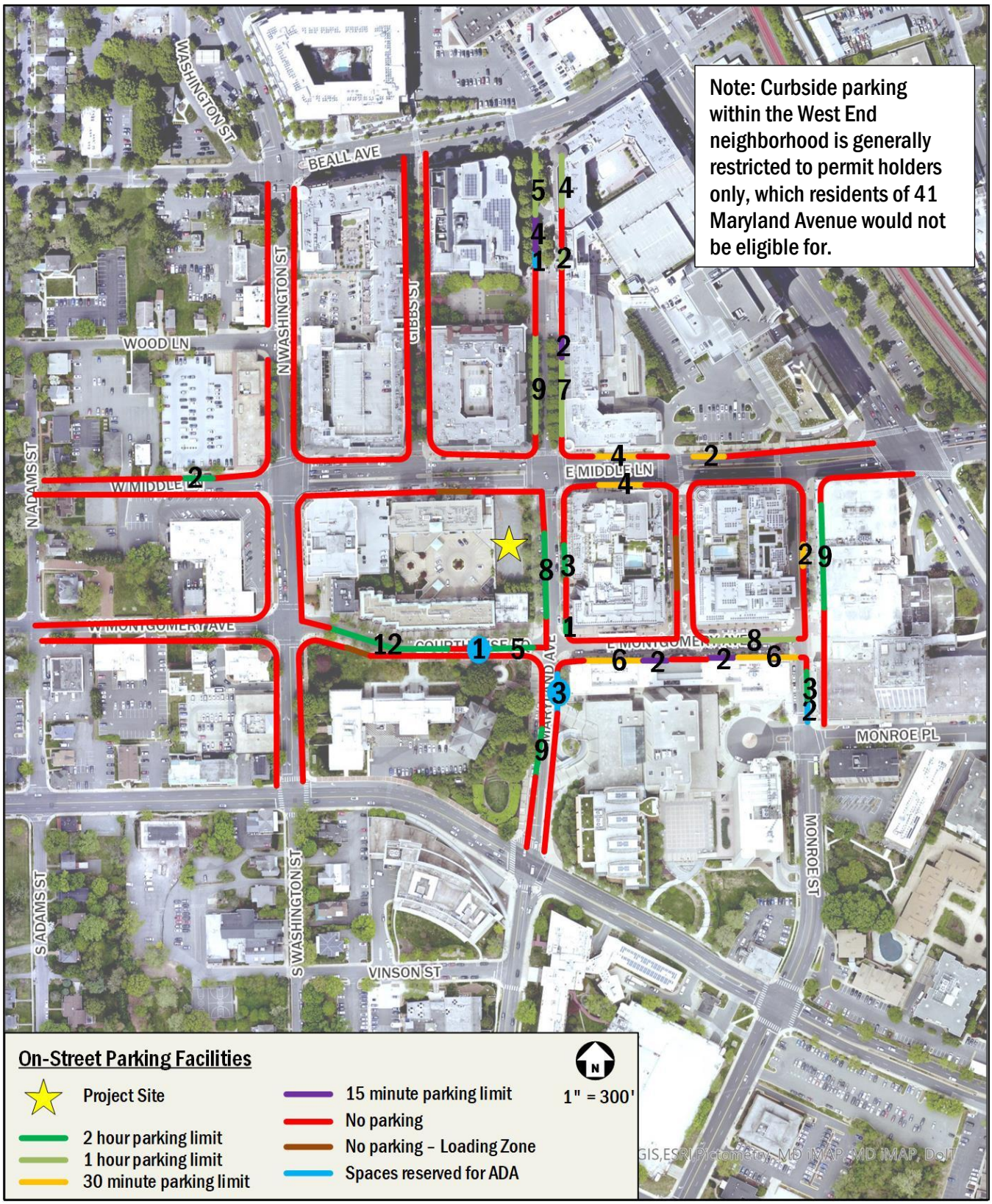


Figure 6: Nearby On-street Parking

Community Planning & Development Services
Received
August 20 2025

Transportation Statement

Momentum at Rockville Station

41 Maryland Avenue

City of Rockville, MD

June 18, 2025

Revised August 13, 2025

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Introduction

This transportation statement reviews the transportation elements of the proposed redevelopment of the property located at 41 Maryland Avenue within the City of Rockville. The project site is shown in Figure 1, and Figure 2 provides the location of the site within a regional context. Figure 3 provides an aerial view of the site and surrounding roadway network.

The proposed redevelopment is expected to result in fewer than 30 net new vehicle trips, and therefore only a limited on-site transportation assessment is required to satisfy the Comprehensive Transportation Review portion of the application.

This transportation statement includes five (5) sections: Introduction, Trip Generation, Proposed On-Site Transportation, Curbside Management and Loading Operations, and Pedestrian Path Analysis.

The Staff-reviewed scoping intake form is included in the Technical Attachments.

Site Land Use

Existing Land Use

The project site is bounded by E Middle Lane to the north, Maryland Avenue to the east, an existing commercial/office building to the south, and the Victoria Condominiums to the west. The property is located within the City of Rockville boundary.

The site is currently improved as a surface parking lot.

Approved Land Use

The site has original Preliminary Development plan approval through PDP94-001, which allows for up to 117 dwelling units and 11,260 sf of retail on this parcel, and all transportation improvement requirements of the PDP have been satisfied.

Proposed Land Use

The Project includes the construction of up to 147 all affordable residential units with no on-site parking.

Figure 4 shows the proposed site plan.

The proposed all affordable residential units will be built in one (1) phase and are expected to be complete by 2029.

Commercial Activity and Hours of Operation

As a residential development, no commercial activity is anticipated onsite. Similarly, as a residential development, there will be no posted hours of operation.

TOA Designation

The project site is located within the designated Rockville Metrorail Transit Oriented Area, as defined by Appendix C of the City of Rockville's CTR guidelines.

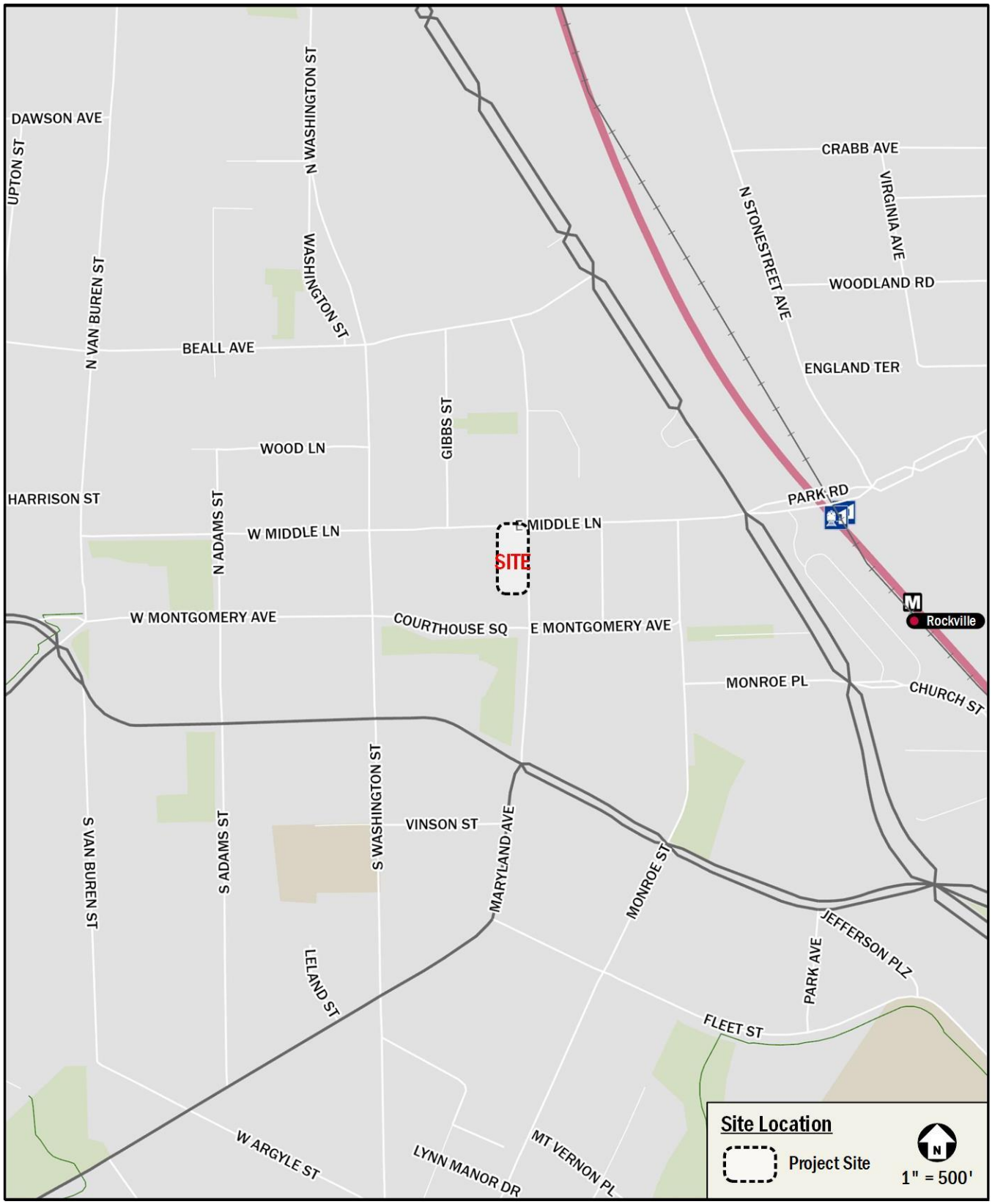


Figure 1: Site Location

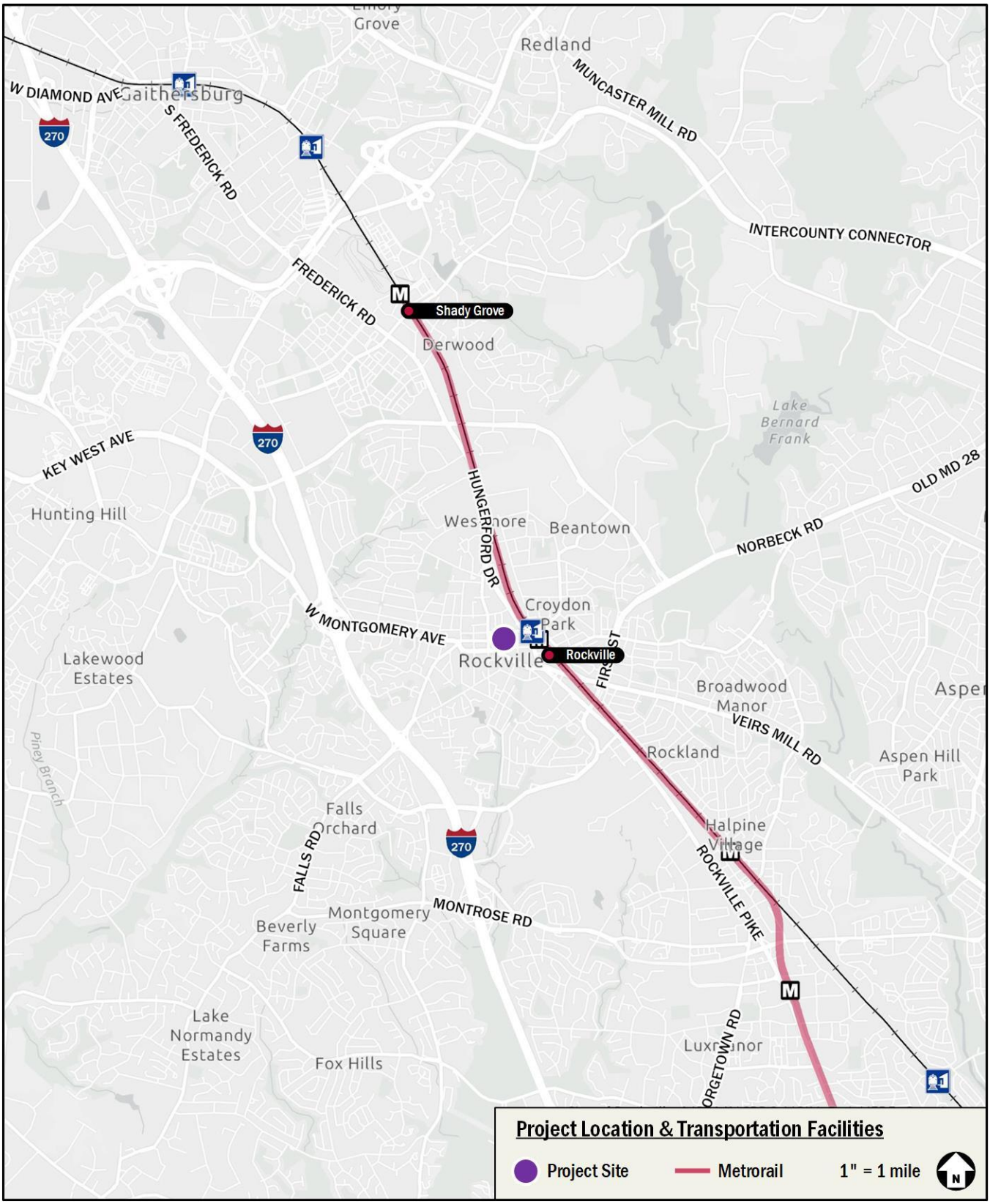


Figure 2: Project Location & Transportation Facilities

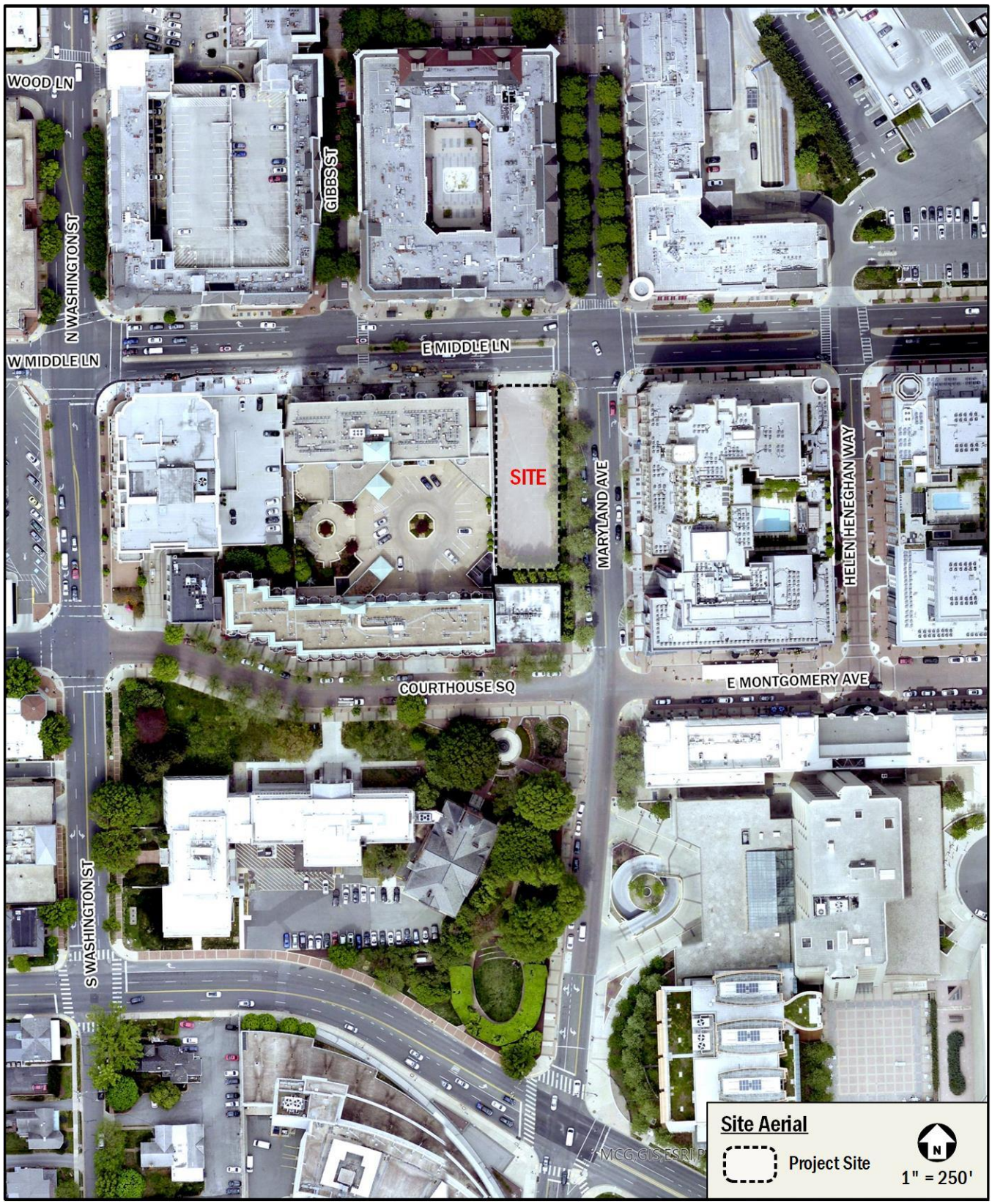


Figure 3: Site Aerial

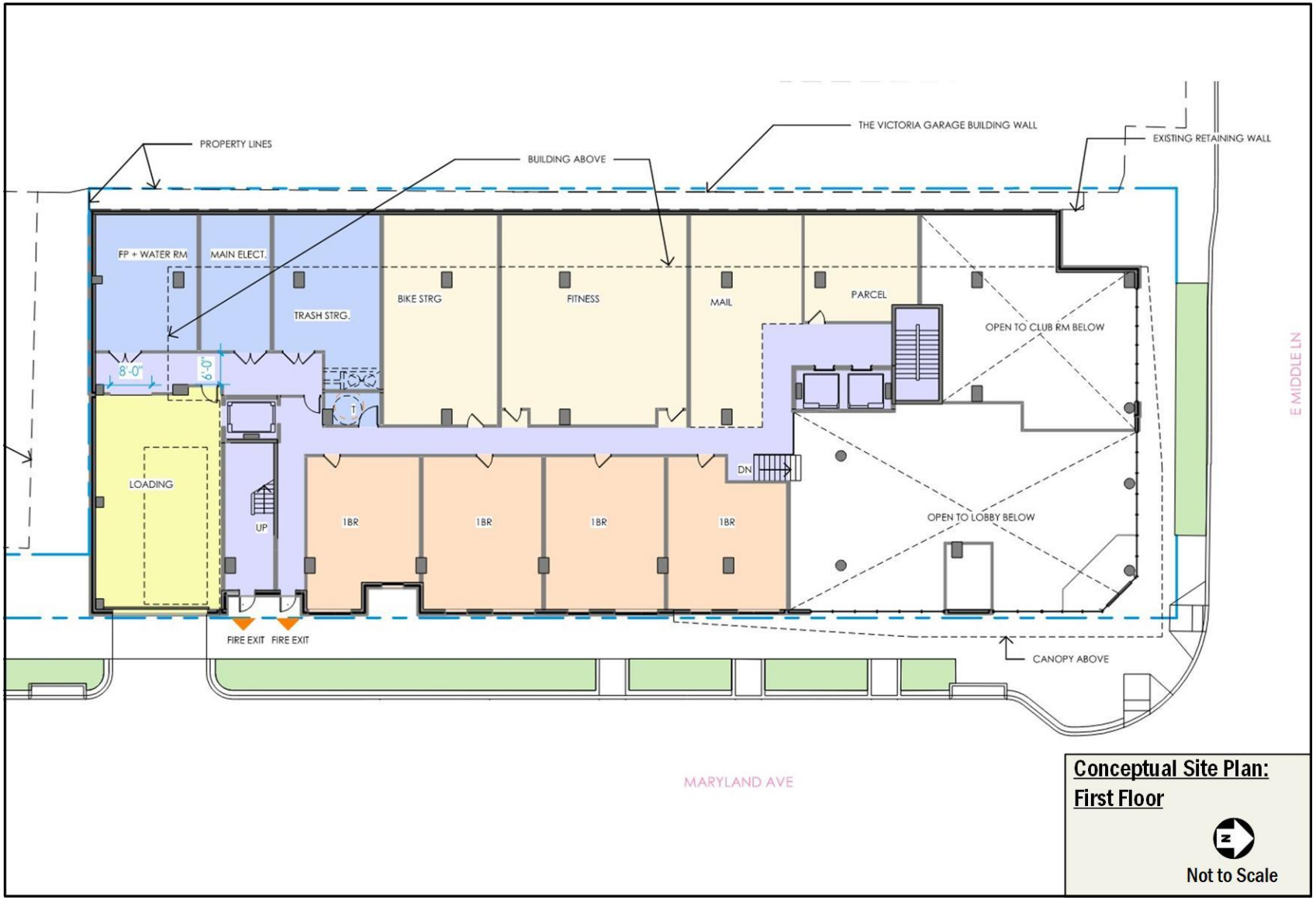


Figure 4: Conceptual Site Plan

Trip Generation

Per the City of Rockville Comprehensive Transportation Review guidelines, vehicular analysis is not required for the project as the project results in a net reduction in traffic as compared to the previously approved land uses on site. However, this report provides details on the trip generation methodology.

Trip Generation Rates

Trip generation for the proposed redevelopment was based on the methodology outlined in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition and the City of Rockville Comprehensive Transportation Review (CTR) guidelines (2018).

The development features up to 147 affordable residential units. Trip generation rates for "Affordable Housing" (Land Use Code 223) with Income Limits as the subcategory was used in trip generation calculations for the proposed land use. The approved land use consists of 117 dwelling units and 11,260 square feet of ground floor retail. Trip generation rates for the "Multifamily Housing (Mid-Rise)" (Land Use Code 221) for the approved residential and "Strip Retail Plaza (<40k)" (Land Use Code 822) for the approved ground floor retail use. The total site-generated vehicular trips and net proposed trip generation results are summarized in Table 1. Full trip generation calculations are included in the Technical Attachments.

Trip Generation Reduction

No pass-by, modal split, or mixed-use trip reductions were applied to either the trip generation for the approved PDP trips or the proposed residential trip generation.

Trip Generation Summary

As shown in Table 1, the trip generation for the development program will result in an overall reduction in vehicle trips in the area as compared to the previously approved development. The project will generate 5 fewer trips in the morning peak hour (4 fewer inbound & 1 fewer outbound) and 91 fewer trips in the afternoon peak hour (47 fewer inbound & 44 fewer outbound).

Table 1: Trip Generation Summary

Land Use	Size	AM Peak Hour (veh/hr)			PM Peak Hour (veh/hr)		
		In	Out	Total	In	Out	Total
Previously Approved Land Use							
Multifamily Housing (Mid-Rise) (221)	117 Units	9	31	40	28	18	46
Strip Retail Plaza (<40k) (822)	11,260 Square feet	19	12	31	43	42	85
	Total Approved Trips	28	43	71	71	60	131
Proposed Land Use							
Affordable Housing (Income Limits) (223)	147 Units	24	42	66	24	16	40
	Net New Primary Trips	**-4**	**-1**	**-5**	**-47**	**-44**	**-91**

Proposed On-Site Transportation

This section reviews the proposed transportation components of the project, including parking, roadway, as well as multimodal access and facilities.

Site Parking

The City of Rockville's baseline parking minimums require one (1) parking space for zero (0) and one (1) bedroom units and 1.5 parking spaces for two (2) or more bedroom units. Based on the current mix of units, the building would require a minimum of 169 parking spaces. The required parking spaces based on the proposed unit mix are outlined in Table 3.

No on-site parking is proposed for the Project. A parking reduction to zero is proposed per Flexible Parking Requirement Reduction under Section 25.16,03.h that would allow the 41 Maryland Avenue residential development to be constructed without any on-site parking.

A parking waiver justification memo is included with the Project Plan Amendment Application materials.

Internal and Abutting Roadways

The project site is bounded by E Middle Lane to the north, Maryland Avenue to the east, E Montgomery Avenue to the south and existing building to the west. E Middle Lane and Maryland Avenue are considered Business District roadways by the City of Rockville. Full details on the abutting roadway's functional classification can be found in Table 4.

Motorized and Non-Motorized Access

This section looks at the curb cuts and driveways present at the site, as well as existing and proposed vehicular, pedestrian, and bicycle access to the site.

Curb Cuts

The existing curb cut on E Middle Lane will be closed as part of the project, and a new curb cut is proposed along Maryland Avenue to access the site's loading area. No on-site parking is proposed.

Pedestrian Access and Circulation

Pedestrian access to the site is expected to occur along the frontage sidewalks on Maryland Avenue and E Middle Lane. Primary pedestrian access to the building will be from the lobby entrance at Maryland Avenue and E Middle Lane. Pedestrian access and circulation are shown in Figure 5.

Bicycle Access

Bicycle access to the ground-floor bike room for long-term bicycle parking is proposed along the Maryland Avenue frontage where bicyclists can travel to and from the E Middle Lane on-street bicycle lanes. Short-term bicycle parking U-racks are also proposed on Maryland Avenue close to the intersection with E Middle Lane and near the main building entrance. Bicycle access is shown in Figure 5.

Multimodal Facilities

This section outlines transit, pedestrian, and bicycle facilities on-site and in the nearby area, as well as curb ramps and street lighting.

Transit Stations

The Rockville Metrorail station on the WMATA Metrorail Red Line is located approximately 0.2 miles from the site. The Red Line runs from the Shady Grove station in Rockville to Glenmont in Silver Spring by way of downtown Washington, DC. The Red Line connects with the other five (5) Metrorail lines, allowing access to much of the Washington, DC metropolitan area via transit.

The site is also located approximately 0.2 miles from the Rockville MARC train station. This station is served by the Brunswick Line, which travels south from Martinsburg, West Virginia, through Washington County, Frederick County, and Montgomery County and terminates at Union Station in the District.

Existing transit facilities are shown in Figure 6.

Bus Stops

There are two (2) bus stops immediately adjacent to the site, there's a bus stop on the eastbound E Middle Lane frontage and another station on westbound E Middle Lane closer to the Gibbs Street intersection. These bus stops serve one (1) WMATA bus routes (T2) and three (3) Montgomery County Ride On Bus routes (45, 55, 301).

- The River Road Line (T2) operates Monday to Friday from 5:30 AM to 7:35 PM, Saturday and Sunday from 6:45 AM to 7:35 PM at the bus stop closest to the site. Bus route T2's Saturday and Sunday service is operated by Ride On. The bus service operates at 30-35 minutes of headway.

- Route 45 operates Monday to Friday from 5:40AM to 8:42PM and Saturday from 6:52AM to 8:24PM at the bus stop closest to the site. The bus service operates at 25-40 minutes headway.
- Route 55 operates Monday to Friday from 5:04AM to 12:45 AM and Saturday from 5:55AM to 12:45 AM and Sunday from 5:55AM to 11:45 PM at the bus stop closest to the site. The bus service operates at 15-35 minutes headway.
- Route 301 operates Monday to Saturday from 6:40AM to 6:45PM with 90-minute headway.

A PDF of the all the bus route schedules is included in the Technical Attachments.

The bus stop closest to the site along the frontage on E Middle Lane includes a bus stop flag, streetlight and landing pad. The bus stop on the opposite side on E Middle Lane includes a shelter, bench, bus stop flag, landing pad, streetlight and trash receptacles. Existing transit facilities are shown in Figure 6.

As part of the project, the bus stop along the E Middle Lane frontage will be improved with a concrete bus pad.

Future MD 355 Flash Bus Rapid Transit (BRT)

The MD 355 Flash BRT service, identified in the Countywide Transit Corridors Functional Master Plan, will provide upgraded bus service along MD 355 (Wisconsin Avenue/Rockville Pike/Frederick Road), bringing fast and reliable transit service in dedicated lanes, where feasible, to this busy corridor. The project will create new connections and support growth and redevelopment at key activity centers along the corridor including downtown Bethesda, White Flint, Rockville, and Gaithersburg.

Three planned bus stops closest to the site will be located at Rockville Metro near Park Road and Middle Lane, Montgomery College – Rockville near Mannakee Street, and Mount Vernon Place.

Sidewalks

The City of Rockville's minimum sidewalk width guidelines are shown in Table 2. Per the City of Rockville's Complete Streets policy, the preferred minimum sidewalk width is 5 feet. Where the preferred width is not attainable due to right-of-way constraints, the City defers to ADA standards. Wider sidewalks are desirable in areas with high pedestrian volumes and where there is no buffer between the walking path and high-speed/volume roadways.

Table 2: Sidewalk Guidelines

Source	Minimum Sidewalk Width	Minimum Buffer Width
City Code Sec. 21-60.	10 ft	7 ft
Complete Streets: Priority Area A	**6 ft - 10 ft**	**4 ft – 8 ft**
Complete Streets: Priority Area B	4 ft - 8 ft	4 ft - 6 ft
Complete Streets: Priority Area C	5 ft	6 ft - 10 ft

Based on the City Code, the required buffer shall be a minimum of seven (7) feet wide and the sidewalk shall be a minimum of ten (10) feet wide along E Middle Lane and Maryland Avenue, both of which are Business District Roads, and the sidewalk width may be reduced by two (2) feet on both sides of the roadway where buildings are not placed at the property line with two (2) foot easements.

Existing Conditions

The existing sidewalk along the site frontage on E Middle Lane has no buffer and the existing sidewalk along Maryland Avenue is approximately 8' wide with an approximately 4' wide buffer

The southern leg of the E Middle Lane and Maryland Avenue intersection does not have a high visibility crosswalk. All other existing crosswalks at the Maryland Avenue and E Middle Lane intersection meet the City of Rockville standards.

Existing pedestrian facilities are shown in Figure 10.

Proposed Pedestrian Facilities

The Project will rebuild the sidewalk along the site frontage on E Middle Lane with a 7' sidewalk and 6' buffer consistent with the plans reviewed by the City Staff/DPW which include the minimum acceptable waived widths. As part of the project the streetscape along Maryland Avenue will also be improved by widening the active zone (sidewalk and planting strip zone) by 1.5'. The proposed sidewalk along Maryland Avenue is 8' wide with a 7' planting strip buffer.

A new curb extension is also proposed along the southwest corner of the E Middle Lane and Maryland Avenue intersection along the site frontage.

Bikeways

Consistent with the City of Rockville's Bikeway Master Plan, buffered bike lanes are available along the site frontage on E Middle Lane, which connect the site to an existing network of bike lanes and signed shared roadways near the site and provide access to Rockville Metrorail station (Red Line).

A signed shared roadway exits along the site frontage along Maryland Avenue.

The Fleet and Monroe Street Complete Street Study aims to link Middle Lane's bike lanes to Fleet Street and Monroe Street with a protected bike path separated from vehicular traffic. This planned improvement includes bicycle facilities and improved pedestrian facilities along Monroe Street.

Existing and Future bicycle facilities are shown in Figure 7.

Bicycle Parking Requirements

The Projects satisfies zoning requirements for bicycle parking. Six (6) short-term bicycle parking spaces are proposed with three (3) U-racks exceeding the minimum number of short-term bicycle parking spaces required. The project will also provide the required long-term bicycle parking spaces requirement with a ground-floor bike room. A minimum of 49 long-term spaces are required per zoning requirements.

The required and proposed bicycle parking spaces are detailed in Table 5.

A ground floor bicycle room is included in the plan that can be accessed via Maryland Avenue. The bike room will meet the City of Rockville's Zoning Ordinance design requirements.

Streetlights

A streetlight inventory along the project site frontages was reviewed under the existing conditions. There are two (2) streetlights along E Middle Lane and five (5) along Maryland Avenue's frontage. The existing on-site streetlight inventory is shown in Figure 8.

The location of the existing streetlights along the frontage on Maryland Avenue will be slightly shifted as part of the project, but no changes to streetlights along E Middle Lane are proposed.

Fire Access

Fire access to the site will be along E Middle Lane and Maryland Avenue.

Easements and Right of Way Lines

Any existing and/or proposed easements associated with the project site will be included and discussed with the corresponding plan submittal. Similarly, the right of way lines are presented in the project plan submission.

Table 3: Vehicular Parking Requirements (City of Rockville)

Land Use	Size	City of Rockville Base Parking Requirement	Base Spaces Required
Multi-unit dwelling: Zero (0) bedrooms	22 du	1 per dwelling unit	22
Multi-unit dwelling: One (1) bedroom	81 du	1 per dwelling unit	81
Multi-unit dwelling: Two (2) or more bedroom	44 du	1.5 per dwelling unit	66
		Total	**169 spaces**

Table 4: Summary of Study Area Roadways

Roadway	Jurisdiction	Functional Classification	# of Lanes	Speed Limit	2022 AADT
E Middle Lane	City of Rockville	Business District	3	25 mph	10,055
Maryland Avenue	City of Rockville	Business District	2	20 mph	14,835

Table 5: Bicycle Parking Requirements (City of Rockville)

Land Use	Size	City of Rockville Base Parking Requirement		Required Parking		Proposed Parking	
		Short Term	Long Term	Short Term	Long Term	Short Term	Long Term
Residential Dwelling, Multiple Unit	147 du	1 per 50 dwelling units	1 per 3 dwelling units	2.94	49	6	49

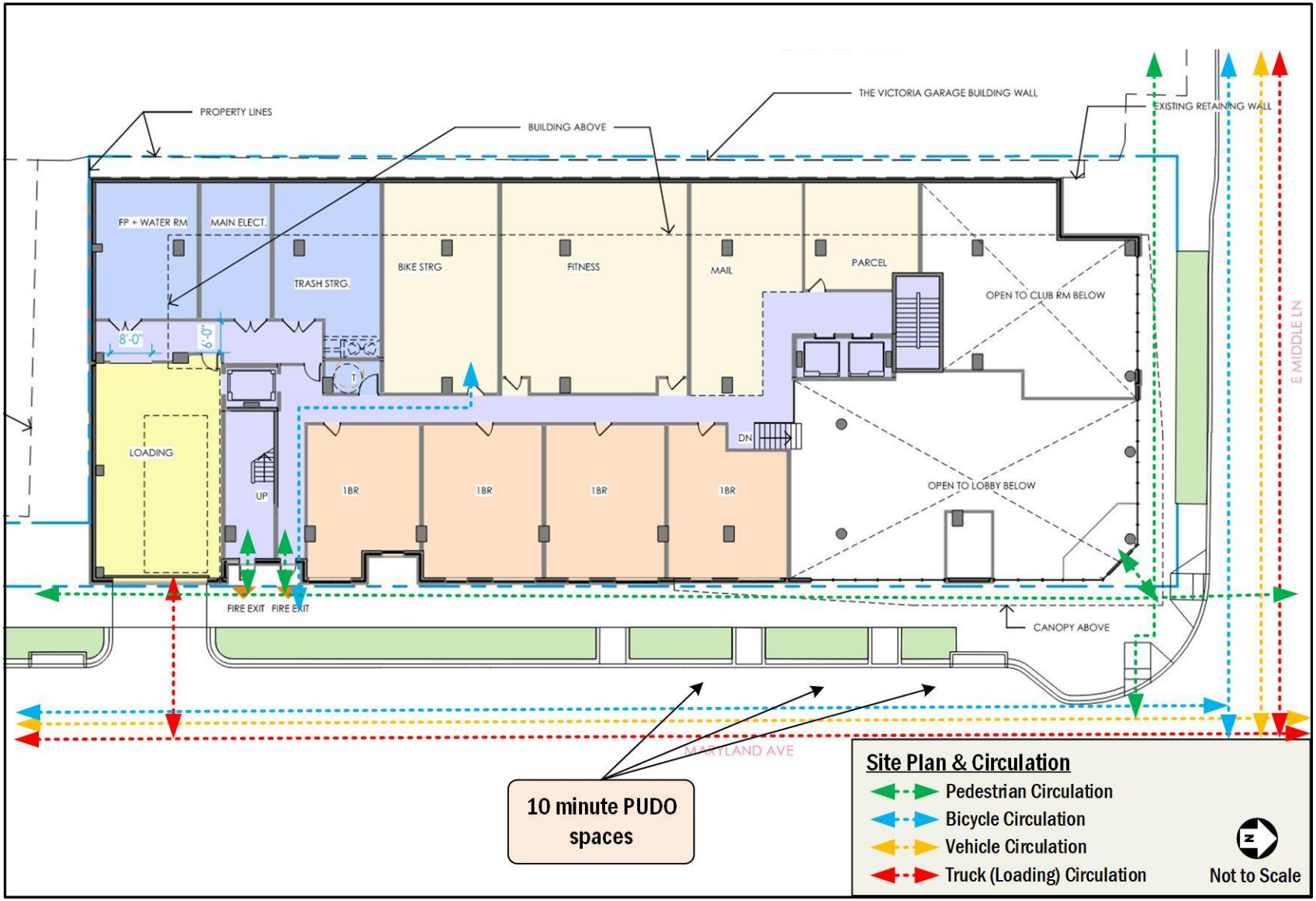


Figure 5: Site Plan and Circulation

Figure 6: Transit Facilities

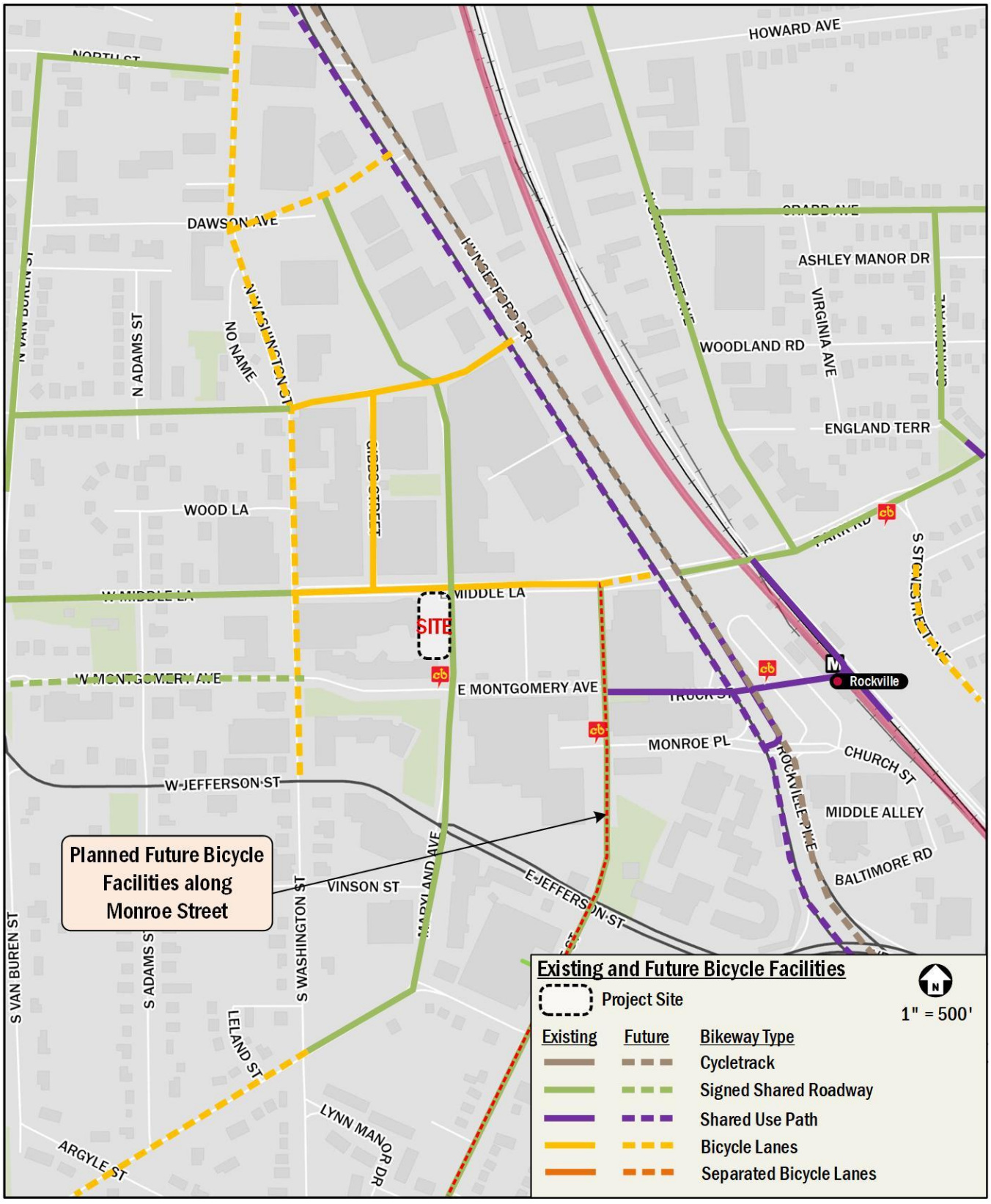


Figure 7: Existing and Future Bicycle Facilities

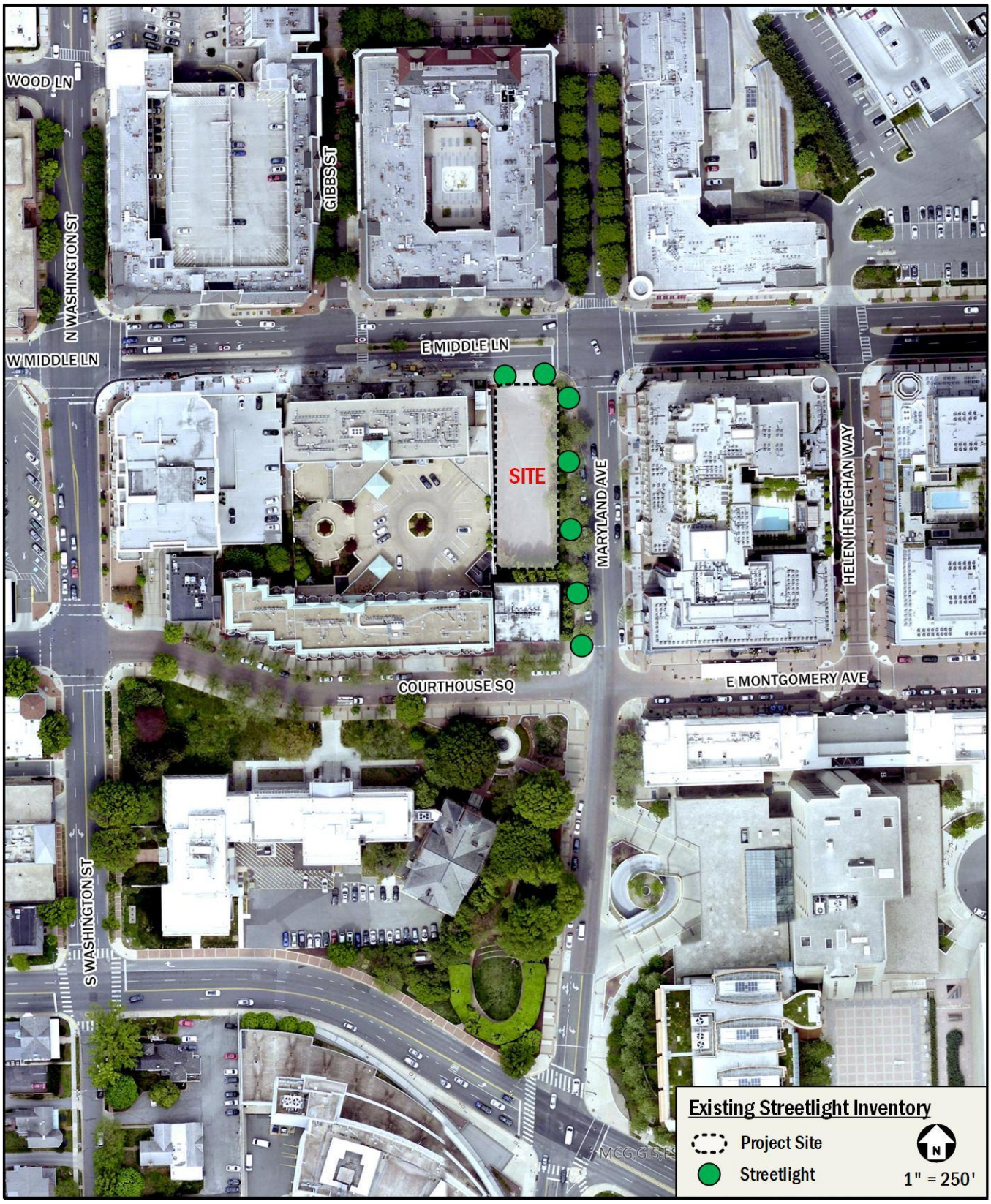


Figure 8: Streetlight Inventory

Curbside Management and Loading Operations

This section describes the proposed curbside pick-up/drop-off operations along Maryland Avenue and the proposed loading operations.

Existing Conditions

Existing curbside uses along the site frontage on Maryland Avenue include time restricted on-street parking. Currently, there are eight (8) parking spaces with a 2-hour limit from 7AM-10PM Monday to Saturday.

Proposed Conditions

Proposed changes to the curbside management include:

- New curb extension at the southwest corner of E Middle Lane and Maryland Avenue
- Three (3) designated pick-up/drop-off spaces with a 10-minute limit on parking/standing along the Maryland Avenue site frontage
- Three (3) time-restricted metered parking spaces along Maryland Avenue between of E Middle Lane and Maryland Avenue and Courthouse Square.
- New curb cut for Loading Zone Entrance along Maryland Avenue

The proposed curbside changes are shown in Figure 5.

Pick-up/Drop-Off Operations

Minimal vehicular traffic is expected at the site. With a grocery store 1,000 feet away, a metro station 0.2 miles from the site, and buffered bicycle lanes along E Middle Lane, most of the residents are likely to be car-free.

Residents and visitors are expected to use the three (3) pick-up/drop-off spaces for quick passenger loading and unloading (including rideshare service), quick parcel/package and/or food deliveries, and quick loading and unloading of goods. The spaces will be clearly designated as pick-up/drop-off spaces only with a 10-minute limit on parking/standing. To optimize pick-up/drop-off operations and ensure occupancy of the right of way is minimized, a luggage cart, dolly, and flatbed cart will be available in the lobby to facilitate quick and convenient transfer of items/goods between the pick-up/drop-off spaces and the elevators.

Package Deliveries and Other Services

Small vans for daily package deliveries like Amazon, UPS, FedEx will use the pick-up/drop-off spaces. The on-site loading area will not be used for these operations.

Additional food deliveries are also expected to occur along the pick-up/drop-off spaces.

Loading Area Operations

An on-site loading area is proposed via a new curb cut along Maryland Avenue. This loading area will be reserved for scheduled trash/recycling collection, maintenance/repair vehicles, and resident move-in/move-out only.

Trucks will access the site via the proposed curb cut with back-in and head-out maneuvers on Maryland Avenue. There will be no back-in maneuvering from northbound Maryland Avenue and vendors/deliveries/residents using the loading area will be informed of this restriction.

Building management will oversee the use of the loading area to ensure residential move-ins/move-outs and maintenance/repair service calls are scheduled to reduce potential conflicts or overbooking of the loading area. Only authorized vehicles will be allowed to use the loading area. Residents will be required to reserve the loading area for move-in/move-outs and furniture deliveries. Residents will also be notified that the maximum truck size allowed in the loading area is a 30’ truck.

Loading Access

Loading access to the site will be via the new curb cut along Maryland Avenue. AutoTURN exhibits are included in the Technical Attachments showing truck turns at the proposed curb cut.

As shown in the Technical Attachments, the loading area will accommodate back-in and head-out turning maneuvers.

Trucks are expected to wait in the curb lane and then reverse into the loading area once traffic is clear and there are no pedestrians crossing the driveway.

The site configuration and size restrict the construction of a loading area that can accommodate head-in and head-out maneuvering.

Garbage Truck Access & Maneuvering Areas

Trash/recycling collection is proposed to occur at the loading area accessible via Maryland Avenue, and all trash will be stored inside the building. The trucks will back into the loading area and head out onto Maryland Avenue.

A rear-loading garbage truck will be used to collect trash that would be rolled out from the trash storage room to the loading area by building management on trash/recycling collection days. The loading area design also includes 21’ of vertical clearance to accommodate mechanical trash/recycling collection and loading operations.

The frequency is expected to be five times a week for garbage collection trucks and recycling trucks as required by the City Code. Given the limited number of trash/recycling trips to the site, the loading area is not expected to have a negative impact on pedestrian and vehicular circulation along Maryland Avenue.

Residents Move-In/Move-Out

Large trucks for resident move-in/move-out will be accommodated inside the on-site loading area. Any resident using the loading area will need to reserve the loading area in advance with the leasing office. The residential moving trucks will be parked outside the public right of way and all truck loading and unloading operations will take place within private property.

The frequency of residents moving-in/moving-out of the building is expected to be minimal and usually spread out. The annual turnover rate is expected to be about 15-20%. The loading area would not be frequently used and should not have a negative impact on the pedestrian and vehicular circulation.

Pedestrian Pathways

This section reviews the pedestrian connections from the site to the Rockville Metrorail station and the adequacy of pedestrian crossing times for crosswalks at signalized intersections along the possible routes to the Metrorail station.

Pedestrian Study Area

The different available pedestrian paths to the Metrorail station and the nearby parking garages were evaluated to determine ease of access. Curb ramps, crosswalks, and sidewalks were evaluated against the standard requirements.

The Rockville Metrorail station is approximately 0.2 miles from the site, or a 5-minute walk. The multiple paths available for pedestrians are shown in Figure 9. Pedestrian facilities along these multiple paths were evaluated. In addition, paths to the different nearby parking garages were also evaluated.

The existing site has sufficient connections to the major local destinations, parking garages, Rockville Metro station and bus stops. A summary of the existing pedestrian facilities along multiple paths to the Metrorail station is shown in Figure 10 with a summary of sidewalk width requirements shown in Table 2.

Pedestrian Infrastructure

This section outlines existing and proposed pedestrian infrastructure within the pedestrian study area.

Existing Conditions

There are existing minor areas of concern within the study area that may impact the quality and attractiveness of walking, such sidewalks that do not meet the City of Rockville standards.

The City of Rockville's minimum sidewalk width guidelines are shown in Table 2. Per the City of Rockville’s Complete Streets policy, the preferred minimum sidewalk width is 5 feet. Where the preferred width is not attainable due to right-of-way constraints, the City defers to ADA standards. Wider sidewalks are desirable in areas with high pedestrian volumes and where there is no buffer between the walking path and high-speed/volume roadways.

Given that the project site is located within one of the City of Rockville’s three (3) transit-oriented zones, all streets are considered Priority Area A:

- 6’-10’ minimum sidewalk width
- 4’-8’ minimum buffer width

As previously discussed, the existing sidewalk along the site frontage on E Middle Lane does not have a buffer, which does not meet the City of Rockville’s guidelines. The existing sidewalk along Maryland Avenue is approximately 8’ wide with a 4’ buffer.

Along routes to the Rockville Metrorail Station, sidewalks are present and generally sufficient for walking but do not meet the technical City of Rockville standards of minimum width and/or buffer. Nevertheless, sidewalks in the study area are generally in good condition and provide sufficient connectivity.

Along Maryland Avenue, there are adequate sidewalks and buffers with streetlights between Beall Avenue and E. Jefferson Street, and along Middle Lane between Maryland Avenue and Monroe Street. There is an at-grade pedestrian crossing to the Rockville Metro Station at E Middle Lane with timed crossing, and an above grade overpass to the Station from East Montgomery Avenue at Monroe Street with elevator and/or ramp access from street level.

ADA standards require that all curb ramps be provided wherever an accessible route crosses a curb and must have a detectable warning. Additionally, curb ramps shared between two crosswalks are not desired but where they are present, a 48-inch clear space is required outside active vehicle traffic lanes and within marked crossings. As shown in Figure 10, there is a curb ramp that does not meet standards along E Middle Lane.

The southern leg of the E Middle Lane and Maryland Avenue intersection does not have a high visibility crosswalk. All other existing crosswalks at the Maryland Avenue and E Middle Lane intersection meet the City of Rockville standards.

Pedestrian Infrastructure Improvements

The Project will rebuild the sidewalk along the site frontage on E Middle Lane with a 7’ sidewalk and 6’ buffer as reviewed by the City Staff. New paver and streetscape improvements are proposed along Maryland Avenue.

A new curb extension is proposed along the southwest corner of the E Middle Lane and Maryland Avenue intersection along the site frontage.

Pedestrian Crossing Analysis

Pedestrian crossing times at signalized intersections along paths to the Rockville Metrorail Station and parking garages within a mile of the site were analyzed to determine whether adequate crossing times are provided. The potential routes include two (2)

signalized intersections between the site and the Rockville Metro station and three (3) signalized intersections to reach the nearby parking lots as shown in Figure 9. The analysis is based on signal timing plans provided by Montgomery County and the City of Rockville, the intersection geometry/crossing distance, and the standard pedestrian crossing speed of 3.5 feet per second.

Based on the results shown in Table 6, the pedestrian crossing time at crosswalks provide sufficient time for pedestrians to cross the intersection.

Overall, the site is surrounded by a robust network of sidewalks and pedestrian infrastructure that provide comfortable connections between the Project site, the Metrorail station and the nearby parking lots.

Table 6: Pedestrian Crossing Analysis

Pedestrian Crossing	Leg of Intersection	Distance of Pedestrian Crossing	Time needed for 3.5 feet/sec (sec)	Clearance Time Reduction (sec)	Net Crossing Time Required (sec)	Walk +LPI (sec)	Flashing don't-walk (sec)	Total Walk Time (sec)	Adequate time provided at rate of 3.5 ft/sec?	
									With respect to Walk + Flash Don't Walk	With Respect to Flash Don't Walk
1. Maryland Avenue and E Middle Lane										
Across Maryland Avenue	North	40	11.4	5	6.4	8	11	19	Y	Y
Across Maryland Avenue	South	40	11.4	5	6.4	8	11	19	Y	Y
Across E. Middle Lane	East	60	17.1	5.5	11.6	12	17	29	Y	Y
Across E. Middle Lane	West	60	17.1	5	12.1	12	17	29	Y	Y
2. Hungerford Drive (MD 355) and E Middle Lane										
Across Hungerford Drive (MD 355)	North	110	31.4	7	24.4	7	29	36	Y	Y
Across Hungerford Drive (MD 355)	South	110	31.4	7	24.4	7	35	42	Y	Y
Across E. Middle Lane	East	85	24.3	7.5	16.8	7	21	28	Y	Y
Across E. Middle Lane	West	85	24.3	6	18.3	7	21	28	Y	Y
3. Washington Street and E Middle Lane										
Across Washington Street	North	65	18.6	6	12.6	10	13	23	Y	Y
Across Washington Street	South	60	17.1	5.5	11.6	10	13	23	Y	Y
Across E. Middle Lane	East	45	12.9	5.5	7.4	7	15	22	Y	Y
Across E. Middle Lane	West	50	14.3	5.5	8.8	12	10	22	Y	Y

*Clearance Time Reduction = Yellow Time + Red Clearance Time
** Net Crossing Time = Time needed for 3.5 feet/sec – clearance time reduction
***Total Walk Time = Walk + LPI + Fashing Don't Walk

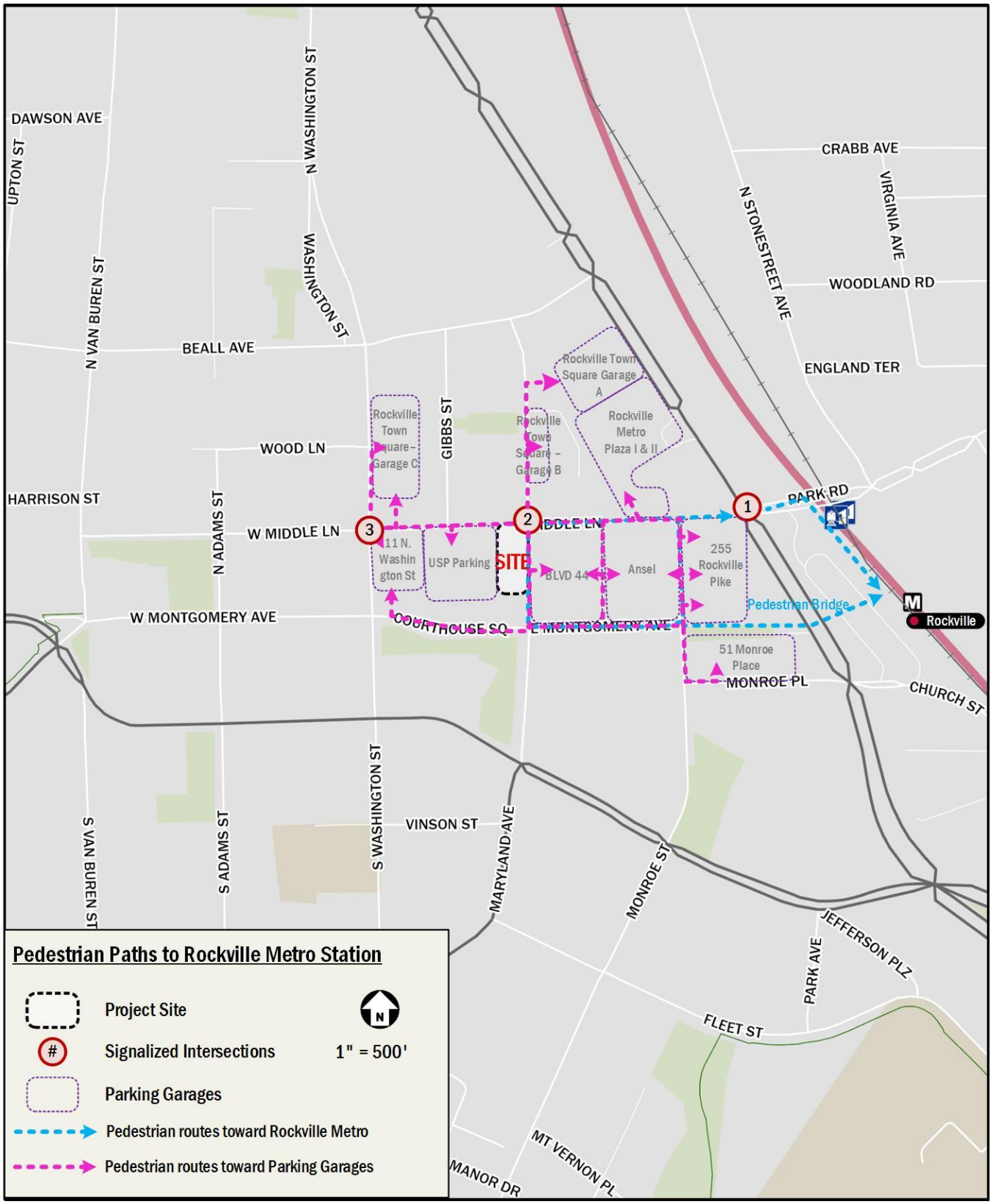


Figure 9: Pedestrian Paths to Rockville Metrorail Station

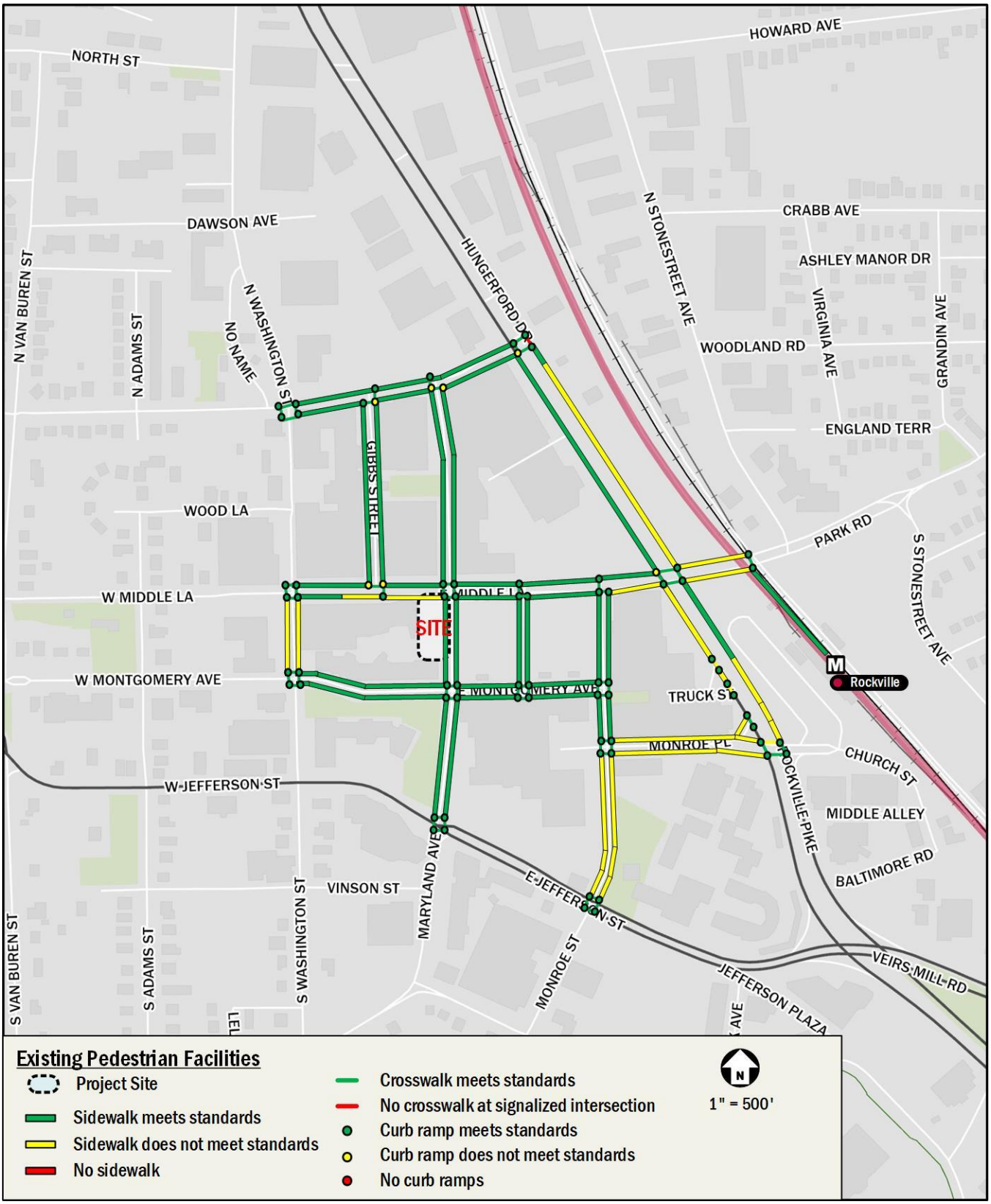


Figure 10: Existing Pedestrian Facilities

Community Planning & Development Services
Received
August 20 2025

Transportation Technical Attachments

Momentum at Rockville Station

City of Rockville, Maryland

Revised August 13, 2025

GOROVE SLADE
Transportation Planners and Engineers

CONTENTS

(Note: Click on heading to navigate directly to each section of the Technical Attachments)

A. Scoping Intake Form

B. Trip Generation Calculations

C. Parking Reduction Justification Memo

D. Bus Routes

E. Truck-turning Movements

A. Scoping Intake Form

City of Rockville

Comprehensive Transportation Review
SCOPING INTAKE FORM

Project Name:	Momentum at Rockville Station Applicant: SCG Development	
Permit No. (if available):		
Subject Property Address:	41 Maryland Avenue Rockville, MD 20850	
Contact Person:	Traffic Engineer: Katie Wagner, PE, PTOE	
Contact Phone Number:	202-540-1927	
Contact Email Address:	klw@goroveslade.com	
Proposed Land Use Density:	**Use**	**Square Footage/ Dwelling Units**
	Approve Use: Mid-Rise Multifamily Residential Retail	117 Dwelling Units 11,260 SF
	Proposed Uses: Affordable Housing	147 Dwelling Units (All Affordable without on-site parking)

Trip Generation

"Total" represents the trips generated by the proposed use. "Net" represents the difference between Proposed & Approved. CTR triggered at > 30 Net trips.

Vehicle Trip Generation

Peak Period	IN		OUT		TOTAL	
	Total	Net	Total	Net	Total	Net
AM	24	-4	42	-1	66	**-5**
PM	24	-47	16	-44	40	**-91**

Proposed Study Area (Boundaries and Intersections)	With the proposed zero on-site parking condition, the proposed all affordable building is expected to generate fewer trips than the currently approved market rate building and retail space for both the AM and PM peak hours, thus a full CTR with vehicular analyses is not required. The project would only have to provide the on-site assessment portion of the CTR. The proposed development does not provide any on-site parking spaces and given the location of the site, approximately 0.2 miles or a 5-minute walk from the Rockville Metro Station, siginicant vehicular traffic is not expected to be generated by the site. A parking waiver will be sought that would exempt the site from providing on-site parking, consistent with the Rockville Town Center Master Plan recommendations for the area and this property specifically. A parking study justifying this condition will be included with the application. Note that the site has original Preliminary Development plan approval through PDP94-001, which allows for up to 117 dwelling units and 11,260 sf of retail on this parcel, and all transportation improvement requirements of the PDP have been satisfied.
Proposed Access Points:	The only vehicular access into the site would be for the loading area.
Projected Horizon (Build Out) Date:	For purposes of this assessment, project buildout is projected in 2039.
Statement of Operations	The intent is to redevelop the existing parking lot into an all affordable apartment building near metro rail and downtown amenities. The development plan includes construction of approximately 147 all-affordable housing units with no on-site parking. Monthly parking is available in nearby garages, and on-street spaces and public garages provide parking for visitors. A space adjacent the lobby, where curbside parking would not be allowed, is proposed to be used for pick-up and drop-off activities. The Project is located approximately 0.2 miles or a 5-minute walk from the Rockville Metro Station, with convenient access across the pedestrian bridge from Monroe Street, siginicant trips would be walk or transit trips. Given the nature of the proposed use, location of the site and no-on site parking, **only a limited CTR is proposed with on-site assessment.**

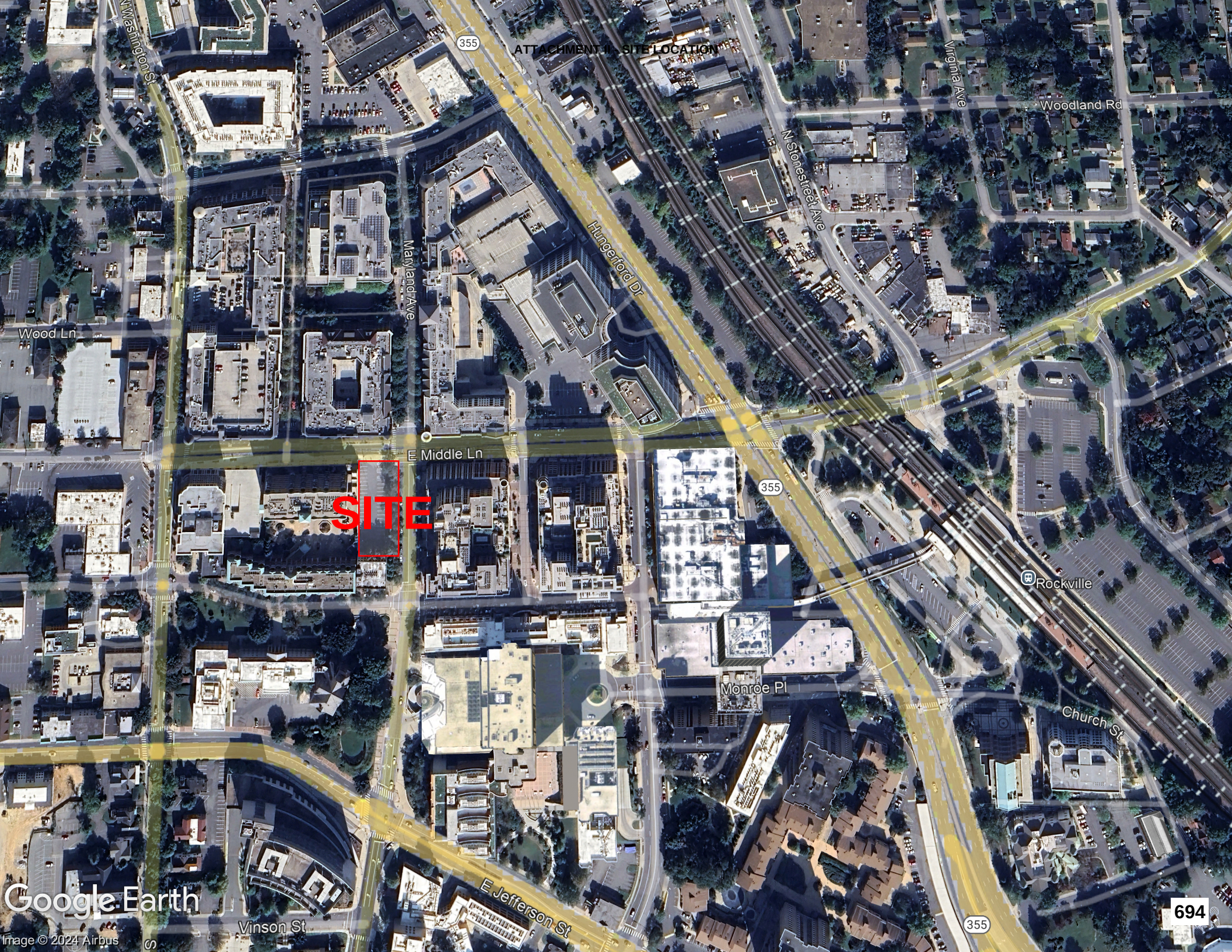
Attachments: (I) Trip Generation Summary (II) Site Location (III) Concept Site Plan (IV) 1994 PDP Approval

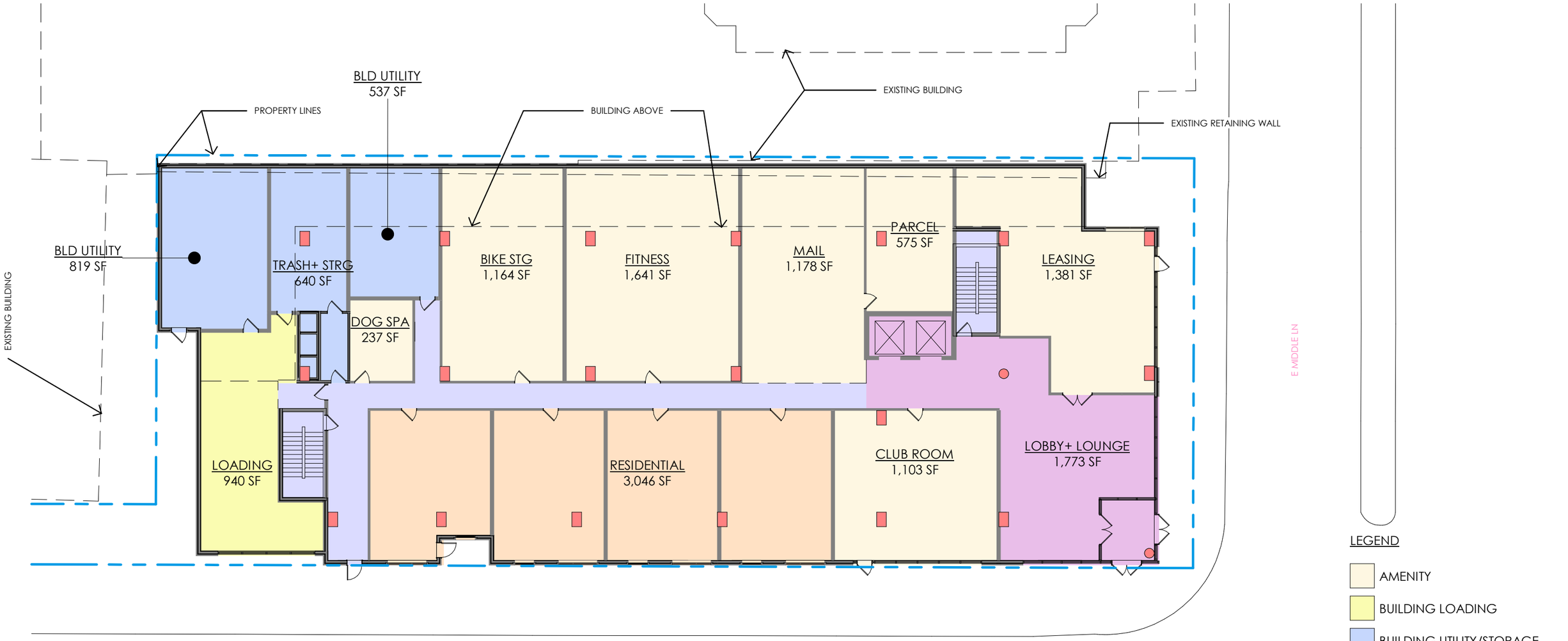
Site Trip Generation Comparison

Momentum at Rockville Station - Proposed 147 Affordable units

Land Use	Land Use Code	Quantity (x)	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Approved Conditions								
Multi Family Housing (Mid Rise)	221	117 du	9 veh/hr	31 veh/hr	40 veh/hr	28 veh/hr	18 veh/hr	46 veh/hr
		Calculation Details:	*23%*	*77%*	*=0.44X/1000-11.61*	*61%*	*39%*	*=0.39X+0.34*
Strip Retail Plaza (<40ksf)	822	11,260 sf	19 veh/hr	12 veh/hr	31 veh/hr	43 veh/hr	42 veh/hr	85 veh/hr
			60%	*40%*	*=0.66X*	*50%*	*50%*	*Ln(T)=0.71Ln(X/1000)+2.72*
Subtotal:Approved			**28 veh/hr**	**43 veh/hr**	**71 veh/hr**	**71 veh/hr**	**60 veh/hr**	**131 veh/hr**
Proposed Conditions								
Affordable Housing- Income Limits	223	147 du	24 veh/hr	42 veh/hr	66 veh/hr	24 veh/hr	16 veh/hr	40 veh/hr
		Calculation Details:	*37%*	*63%*	*=0.45X*	*59%*	*41%*	*=0.27X*
Subtotal: Proposed Development			**24 veh/hr**	**42 veh/hr**	**66 veh/hr**	**24 veh/hr**	**16 veh/hr**	**40 veh/hr**
Net Difference			**-4 veh/hr**	**-1 veh/hr**	**-5 veh/hr**	**-47 veh/hr**	**-44 veh/hr**	**-91 veh/hr**

Note: Setting used for trip generation above is General Urban/Suburban; however, the location is proximate to transit and proposes no one-site parking, and the ultimate trips would be lower.


ATTACHMENT II - SITE LOCATION
SITE
E Middle Ln
Maryland Ave
Hungerford Dr
N Stonestreet Ave
Virginia Ave
Woodland Rd
Wood Ln
Washington St
355
Rockville
Monroe Pl
Church St
E Jefferson St
Vinson St
Google Earth
Image © 2024 Airbus
694



LEVEL 1 SCALE: 1" = 20'-0"

LEGEND

- AMENITY
- BUILDING LOADING
- BUILDING UTILITY/STORAGE
- CIRCULATION
- LOBBY
- RESIDENTIAL

41 MARYLAND AVE

ROCKVILLE, MD 20850

GROUND LEVEL

4' 8' 16'

SCALE: 1" = 20'-0"

A-04

12/19/2023 10:16:59 AM

DAVIS CARTER SCOTT Ltd. DESIGN

C:\Revit\Local\MARYLAND AVE V2023_trietl71.rvt
© 2021 Davis Carter Scott, Ltd.

Preliminary Development Plan

January 26, 1994
Revised April 19, 1994

Applicant
Rockville Center, Inc.

Architects & Planners
Hellmuth, Obata & Kassabaum, PC

Attorney
Shulman, Rogers, Gandal, Pordy & Ecker, PA

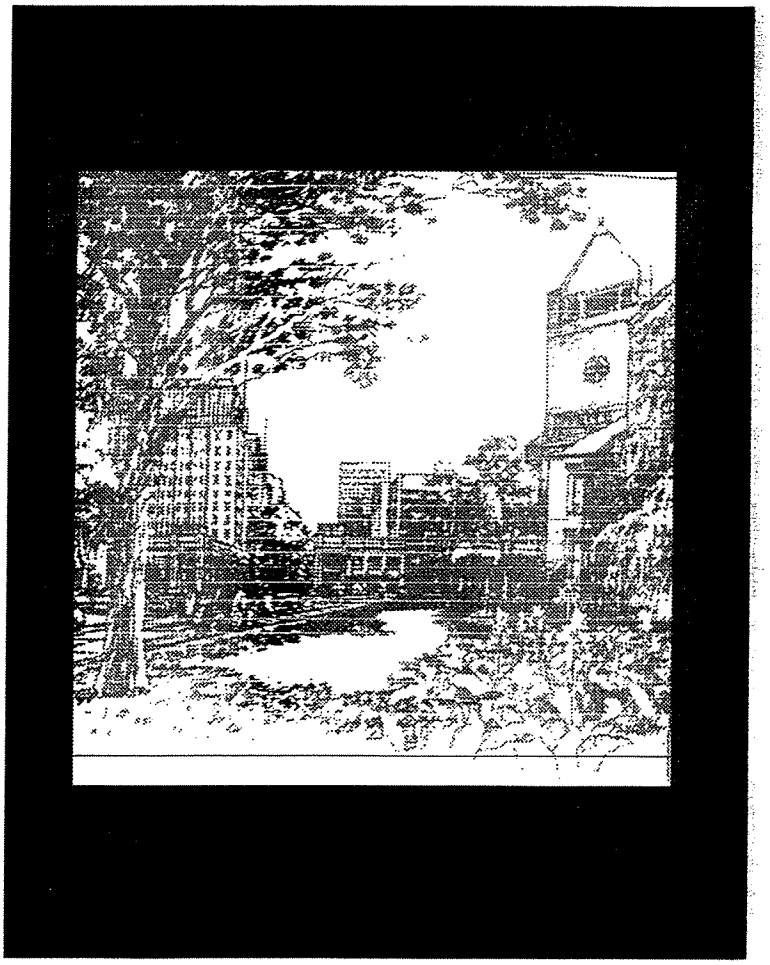
Construction Manager
Donohoe Construction Co.

Traffic Consultant
Barton-Aschman Associates, Inc.

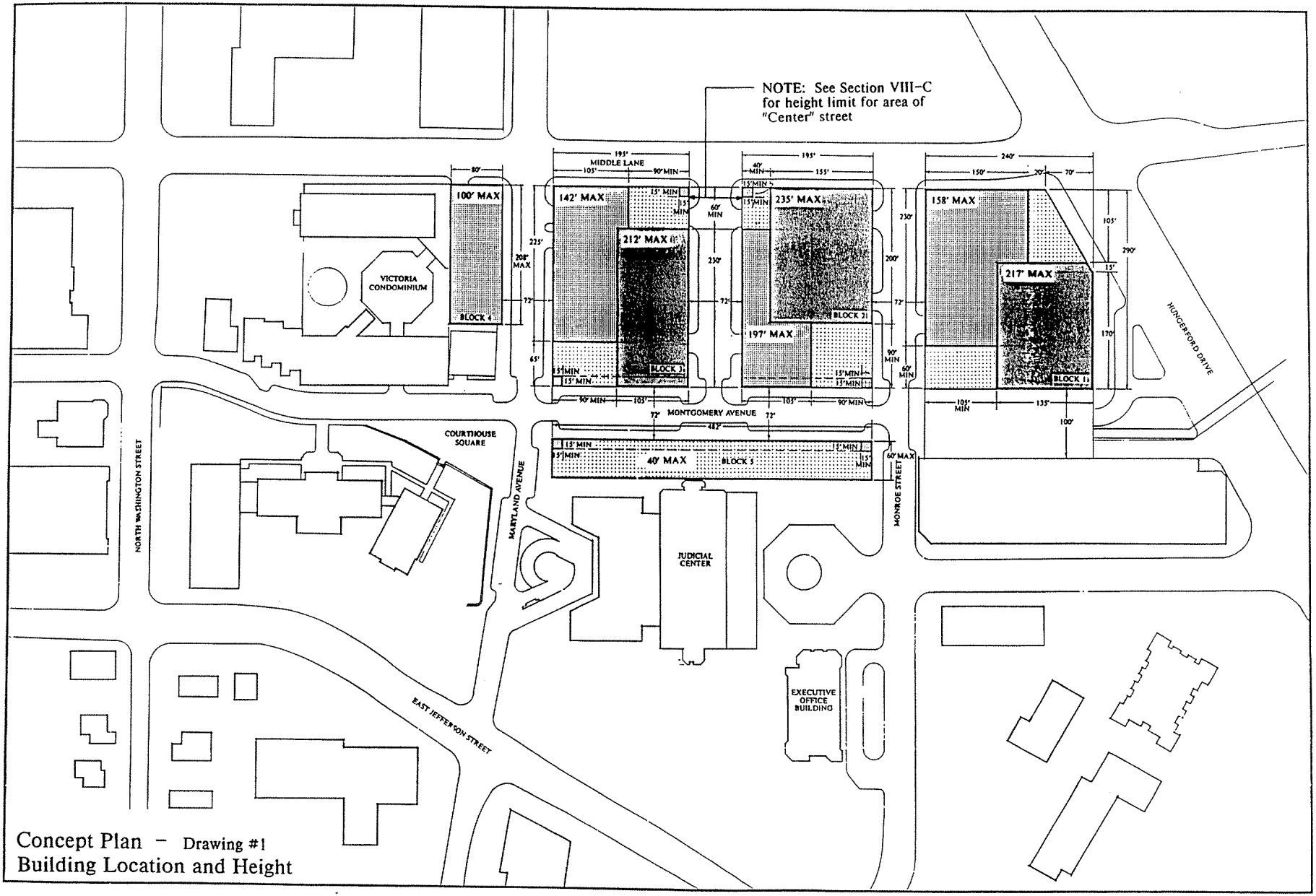
Civil Engineers
Macris, Hendricks and Glascock, PA

Structural Engineering
Tadjer-Cohen-Edelson-Associates, Inc.

Public Relations
Maier Marketing



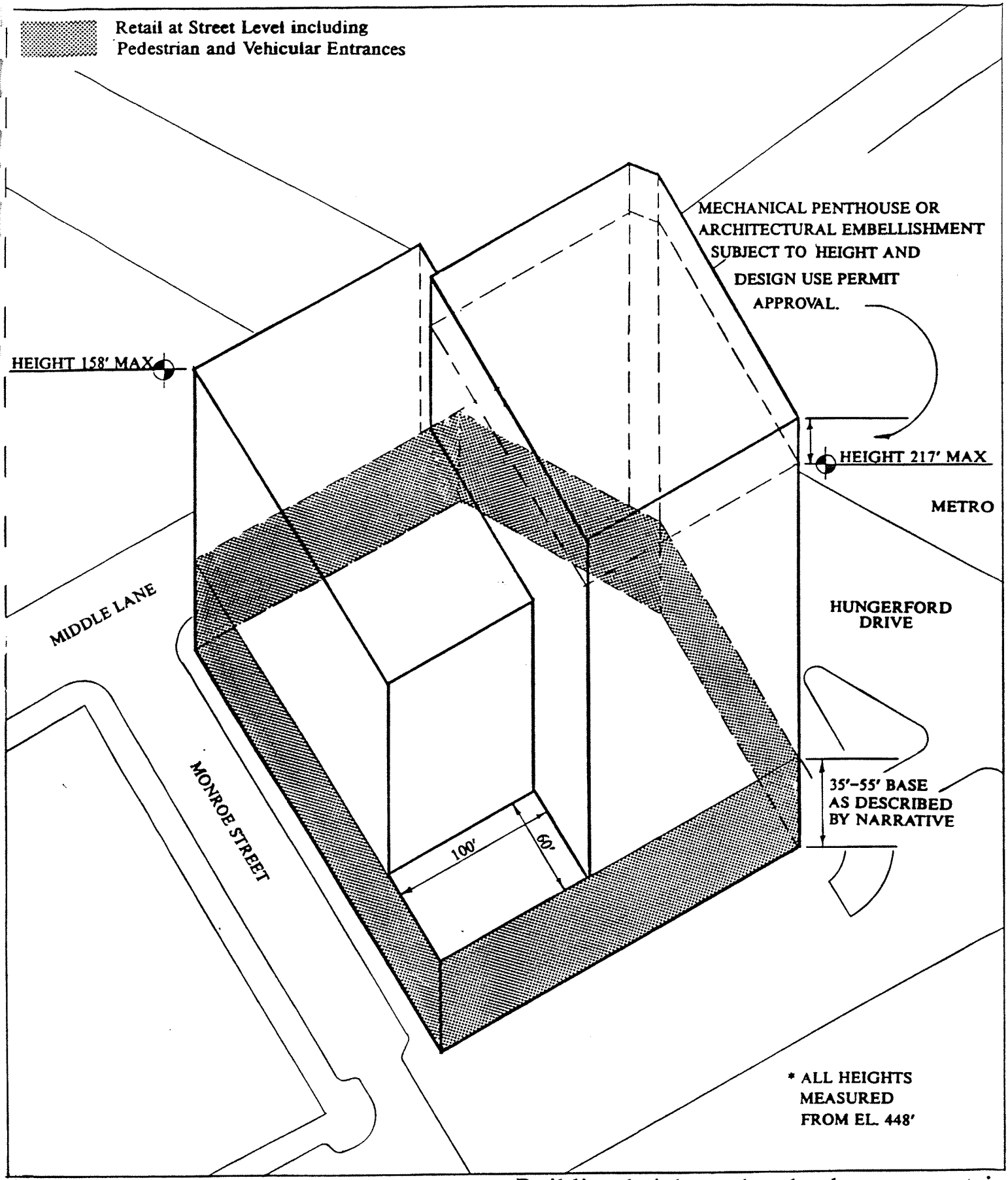
Rockville Center, Inc.



Concept Plan – Drawing #1
Building Location and Height

Rockville Center, Rockville, Maryland

Hellmuth, Obata & Kassabaum
Scale: 1"=50' Architects & Planners

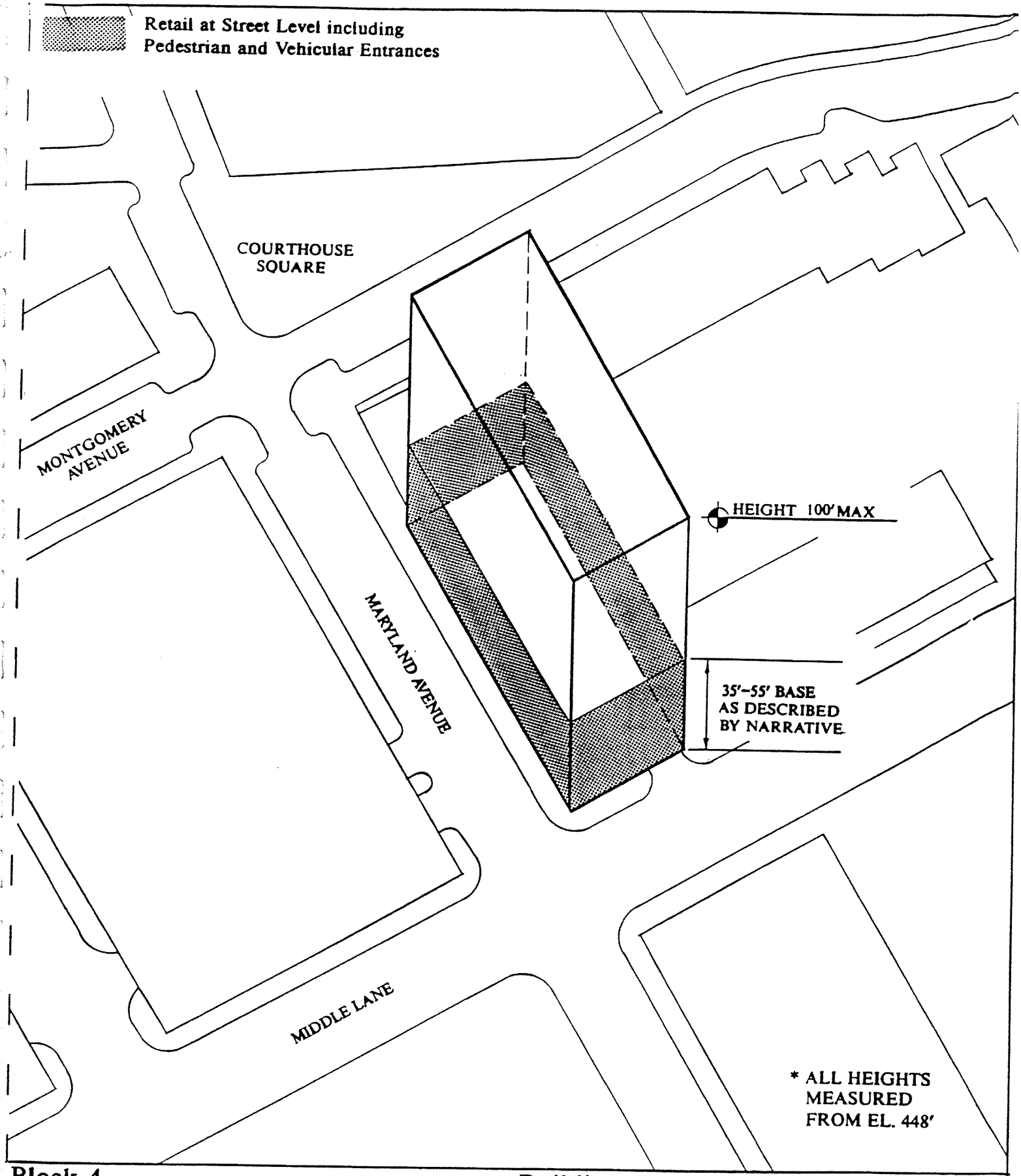


Block 1

Building height and setback axonometric

Rockville Center, Rockville, Maryland
Concept Plan - Drawing # 2

Hellmuth, Obata & Kassabaum
scale: 1" = 50'
Architects & Planners

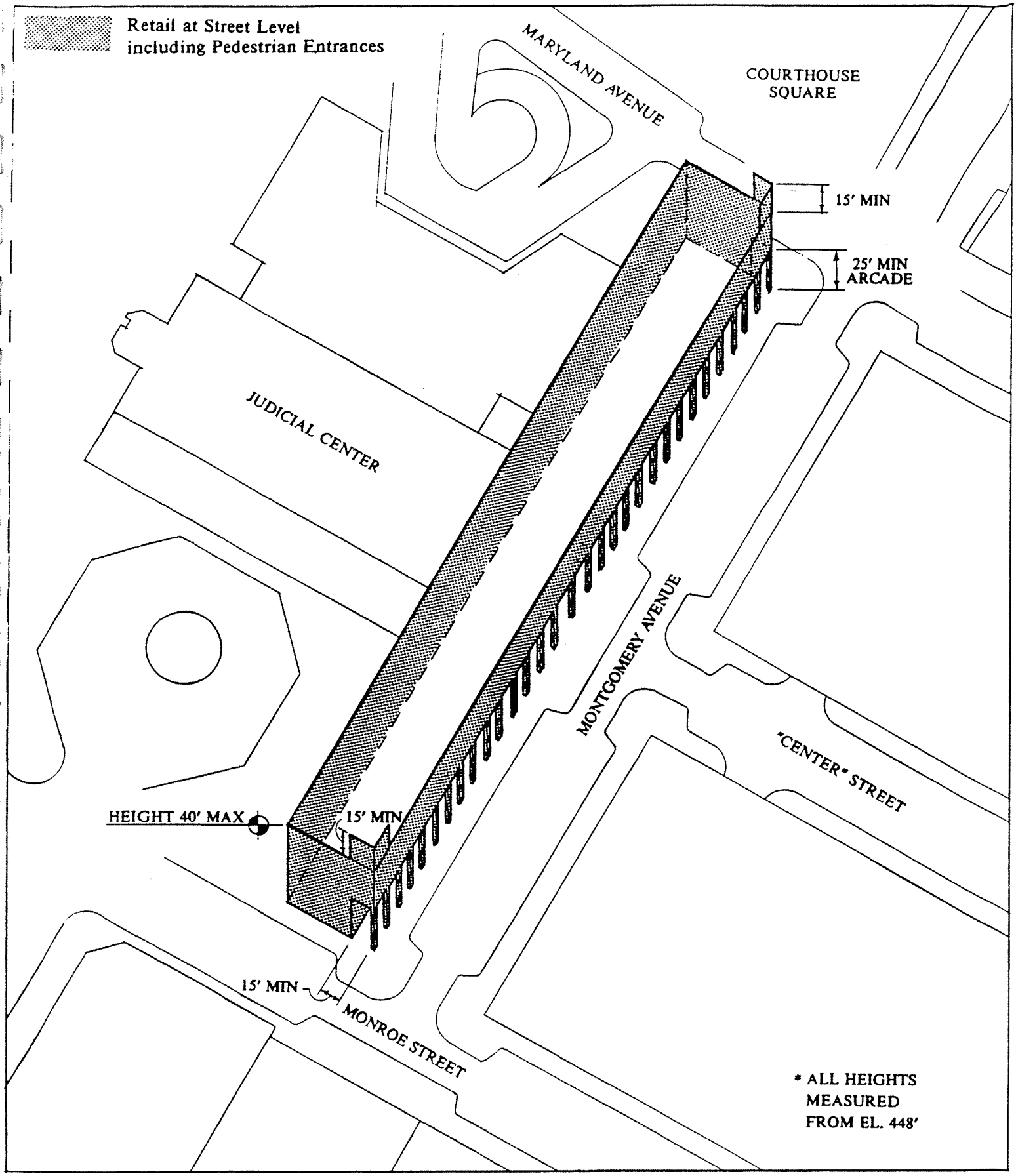


Block 4

Building height and setback axonometric

Rockville Center, Rockville, Maryland
Concept Plan - Drawing # 5

Hellmuth, Obata & Kassabaum
scale: 1" = 50'
Architects & Planners

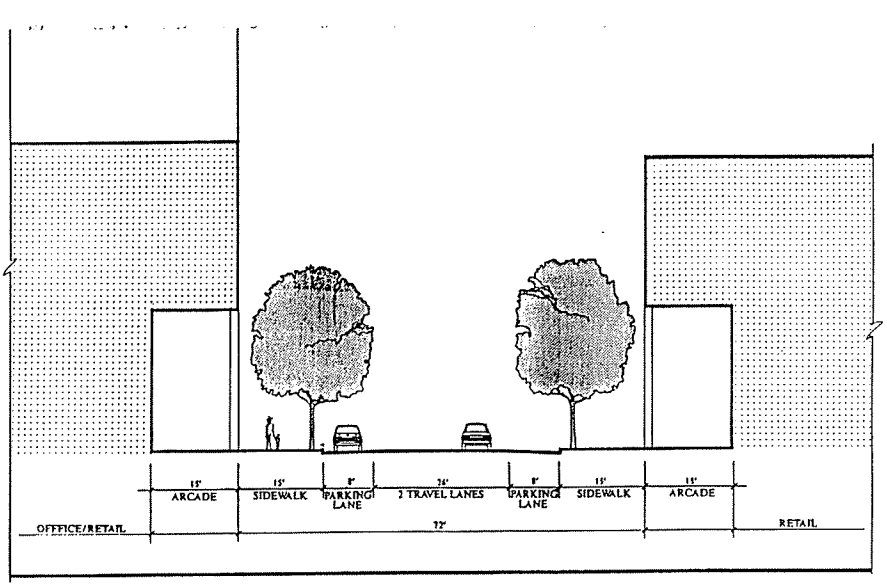


Block 5

Building height and setback axonometric

Rockville Center, Rockville, Maryland
Concept Plan – Drawing #6

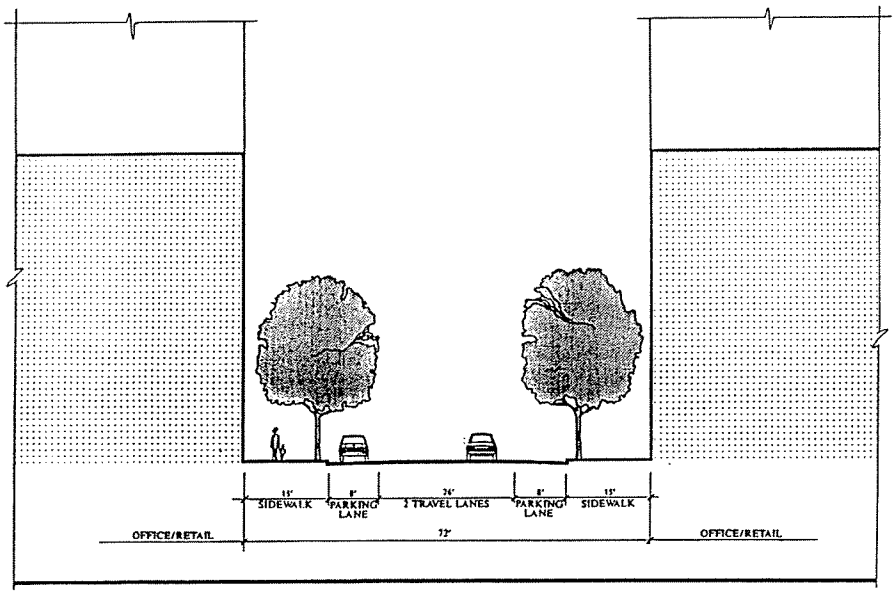
Hellmuth, Obata & Kassabaum
scale: 1" = 50' Architects & Planners



Montgomery Avenue Section

Not to Scale

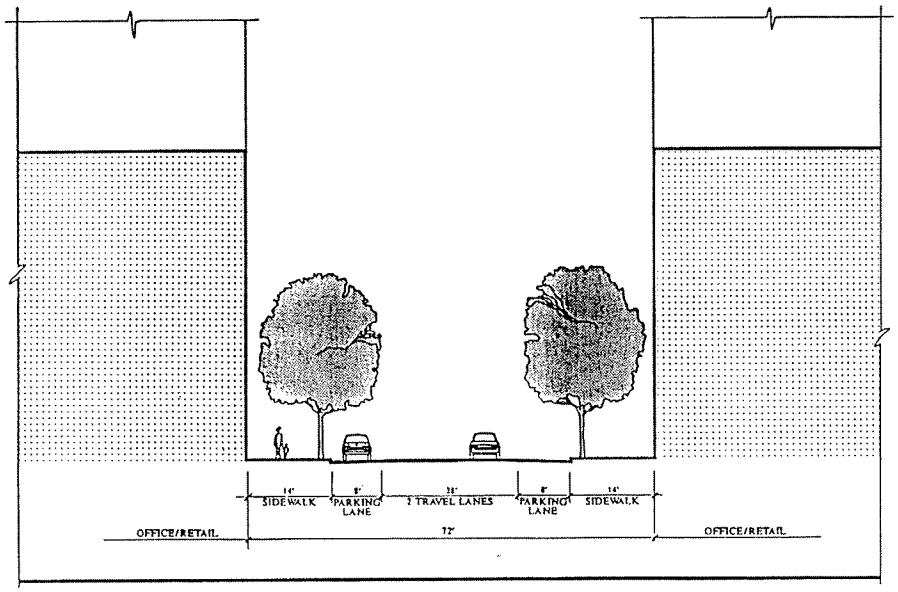
35' – 55' base as described by narrative



"Center" Street Section

Not to Scale

35' – 55' base as described by narrative



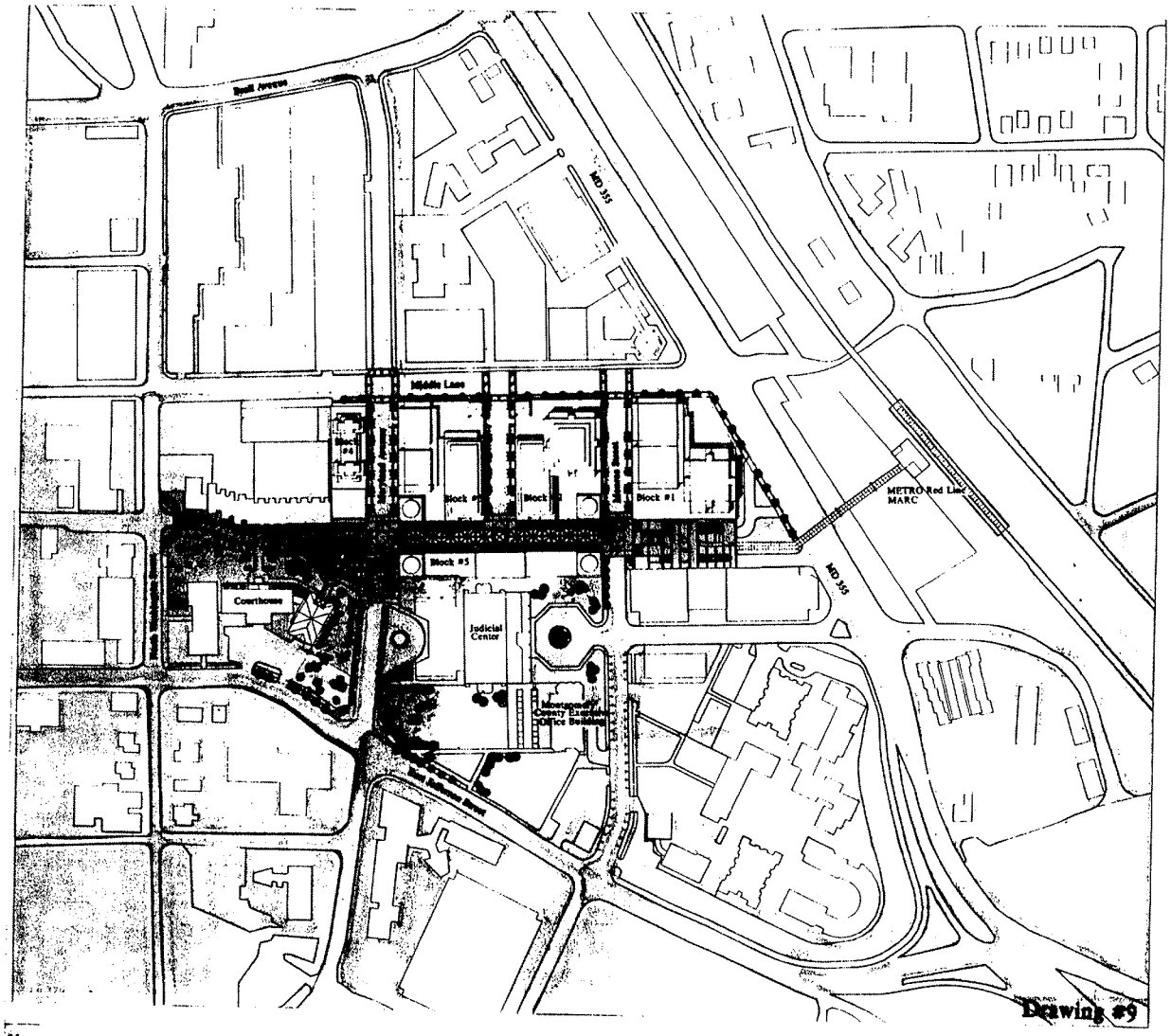
Maryland Avenue and Monroe Street Section

Not to Scale

35' – 55' base as described by narrative

Rockville Center, Rockville, Maryland
Concept Plan Drawing #7

Hellmuth, Obata & Kassabaum
Architects & Planners



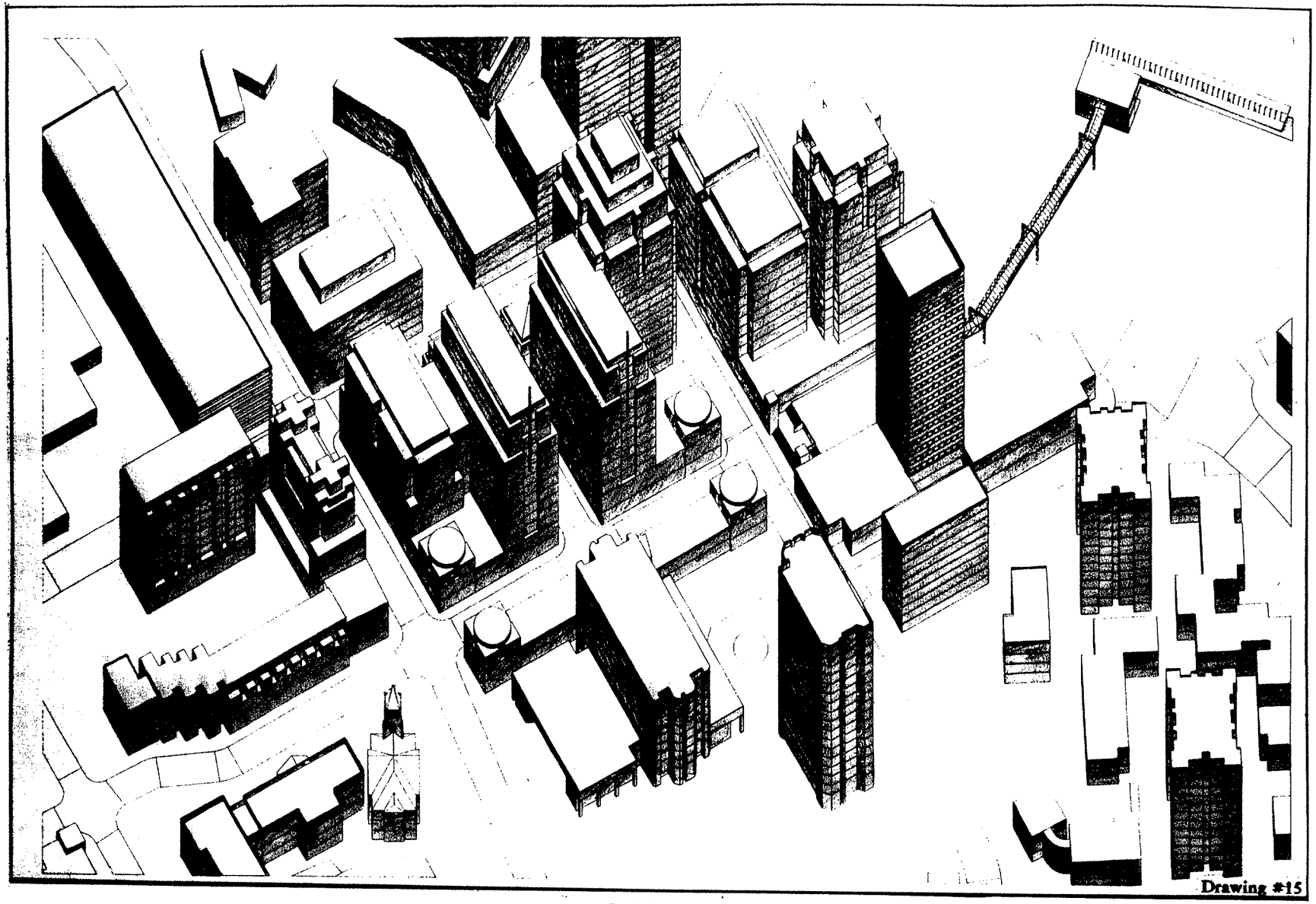
N

Rockville Center
ROCKVILLE, MARYLAND

Hellmuth, Obata & Kassabaum, P.C.

0 20 100 400

Illustrative Site Plan



Rockville Center
ROCKVILLE, MARYLAND

Hellmuth, Obata & Kassabaum, P.C.

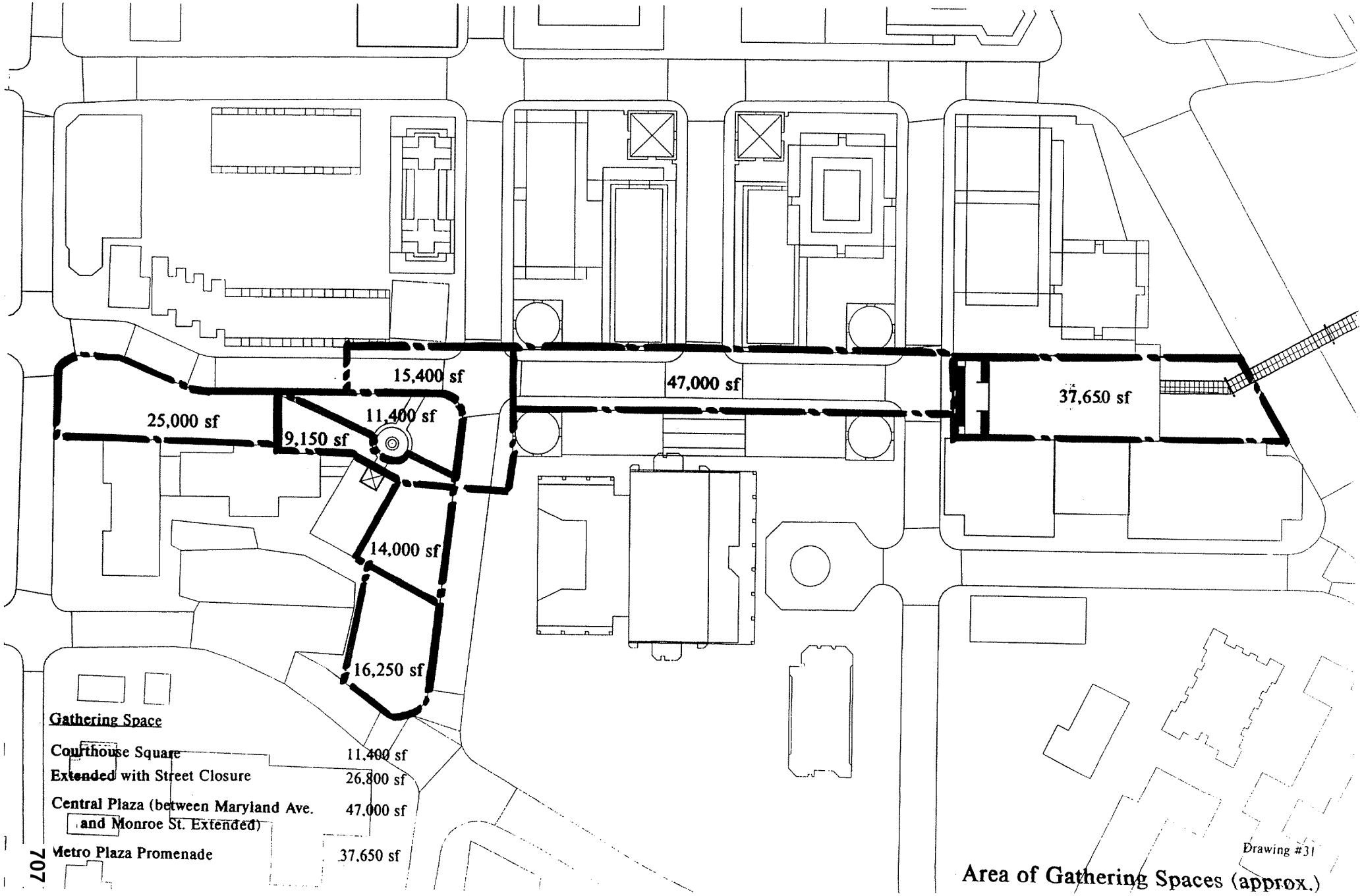
0 20 50 100

Illustrative Axonometric

Drawing #28
December 21 – 2:00 pm
Shadows cast by existing and approved buildings
Additional shadows cast by proposed RCI project
[S26441] TEST3.PLT - 29-MAR-94 13:22:42

Drawing #09
December 21 – 10:00 am
Shadows cast by existing and approved buildings
Additional shadows cast by proposed RCI project
ER: (S26441d) TEST4.PLT - 29-MAR-94 13:29:39

Drawing #30
December 21 - 12:00 noon
Shadows cast by existing and approved buildings
Additional shadows cast by proposed RCI project
ER: [S2644141 TEST2.PLT - 29-MAR-94 13:11:43


15,400 sf
47,000 sf
37,650 sf
25,000 sf
11,400 sf
9,150 sf
14,000 sf
16,250 sf
Gathering Space
Courthouse Square 11,400 sf
Extended with Street Closure 26,800 sf
Central Plaza (between Maryland Ave. and Monroe St. Extended) 47,000 sf
Metro Plaza Promenade 37,650 sf
707
Drawing #31
Area of Gathering Spaces (approx.)

kville
yland Avenue
le, Maryland
350-2364

ty Development
) 309-3200
301) 309-3187
301) 762-7153

ic Development
) 309-3240

tion Services
) 309-3250

ning Division
) 309-3200

April 28, 1994

Mr. Mark Troen, Vice President
Rockville Center, Incorporated
250 Hungerford Drive, Suite 195
Rockville, MD 20850

Dear Mr. Troen:

Re: Preliminary Development Plan Application PDP94-0001- Rockville Center, Incorporated

At its meeting of April 27, 1994, the Rockville Planning Commission reviewed and conditionally approved the above referenced application for redevelopment of the former Rockville Mall area. Approval includes the following elements:

(1) Development parcels, road locations, and road right-of-way widths as shown on the "Concept Preliminary Plan" dated April 8, 1994 in the application file;

(2) Building uses and sizes as follows:

BLOCK	USE	GROSS FLOOR AREA (SQ.FT.)
1	Office	459,675
	Retail	34,150
		493,825
2	Office	480,375
	Retail	27,525
		507,900
3	Office	334,575
	Retail	27,750
	Theater	43,000
		405,325
4	Residential	min. 117 units
	Retail	11,260
		11,260
5	Retail	48,312
TOTAL FOR PLAN		1,466,622 (sq. ft.)

MAYOR
mes F. Coyle

COUNCIL
bert E. Dorsey
se G. Krasnow
es T. Marriman
n A. Weisbroth

TY MANAGER
Bruce Romer

ITY CLERK
Jewell

TY ATTORNEY
ul T. Glasgow

NOTES:

1. The gross floor area in each block may vary by ± 15 percent, but shall not exceed the total for plan without Planning Commission of an amendment. Gross floor area shall be as defined in Section 25-1 of the Zoning Ordinance.

2. The retail square footage includes 50,000 square feet of restaurant use.

3. The number of residential units may vary depending on the actual unit mix, but shall not be less than 117 units.

(3) Building locations, heights, massing, and setbacks as shown on Drawings #1 through #6 contained in the application file;

(4) Typical street sections and paving plan as described in the supplemental submission in the application file. (NOTE: Approval of the street sections is contingent upon the applicant applying for and receiving approval of a waiver of the normal business district road width requirement in accordance with Chapter 21 of the Rockville Code (Streets and Public Improvements); and

(5) A parking requirement reduction of 30 percent from the total normal requirements of all nonresidential uses contained in the preliminary plan.

Planning Commission approval of the preliminary development plan is contingent upon and subject to the following:

(1) The recommendations of the Transportation Planner (attached) for traffic impact mitigation measures and transportation demand management program enhancements shall be implemented by RCI. It is recognized that some of the physical traffic impact mitigation improvements recommended may be made by other developers and/or funded by public sector financing and contributions;

(2) An additional ten percent parking requirement reduction must be applied for and approved by the Mayor and Council;

(3) All parking requirements of the Zoning Ordinance (currently or as may be amended) must be satisfied in order to obtain approval of Use Permit Applications for all phases of development;

(4) A pedestrian access and circulation plan shall be prepared and submitted to the City for approval to provide for continued accessibility by all persons to Metro and other Town Center locations during all demolition and construction phases;

(5) Use Permit Application approval for Block 5 are contingent on abandonment of a portion of Truck Street right-of-way following normal street abandonment application procedures; and

(6) A concept plan for signage along the Metro Plaza Promenade and all arcades shall be submitted to the Sign Review Board for review and approval prior to installation of any permanent building signs.

By Direction of the City of
Rockville Planning Commission

Larry Owens
Chief of Planning

LO/dep
Attachment
cc: Nancy P. Regelin, Shulman, Rogers, Gandal, Pardy, and Ecker, P.A.
William Hellmuth, Hellmuth, Obata, and Kassabaum
Bruce Romer, City Manager
Neal Herst, Director of Community Development
Paul Glasgow, City Attorney
Gerry Morningstar, Deputy Director of Public Works
Linda Mac Dermid, Chief of Inspection Services
bcc: Joe Cutro, Traffic Engineer
Al Stern, Planner III
Eric Jenkins, Transportation Planner
Lisa Rother, Senior Planner

PDP94-0001
ATTACHMENT

April 28, 1994

REQUIRED TRAFFIC IMPACT MITIGATION MEASURES AND TRANSPORTATION DEMAND MANAGEMENT PROGRAM ELEMENTS

1. MD 355 and Beall Ave.

   a. Applicant to provide dual left turn lanes and separate thru/right turn lane on eastbound Beall Avenue.

   b. Applicant to restripe westbound approach opposite Beall Avenue to provide left turn and combined through/right lane.

   c. Applicant to reconstruct traffic signal.

   This work is to be completed prior to occupancy of the second office building.

2. MD 355 and Middle Lane

   a. Applicant to eliminate pedestrian crossing on south leg of intersection and construct physical barrier.

   b. Applicant to provide right turn channelization land on southbound MD 355.

   c. Applicant to provide northbound right turn land on MD 355.

   Conditions a, b, and c to be completed prior to occupancy of the first office building.

   d. Applicant to provide northbound double left turn lanes on MD 355.

   e. Applicant to provide separate left turn lane, through lane, and through /right lane on westbound approach (Park Road) of intersection.

		f. Applicant to provide for two through lanes on Middle Lane for westbound traffic departing MD 355/Middle Lane/Park Road intersection.
		g. Applicant to provide for signal modification.
		Conditions d, e, f, and g to be completed prior to occupancy of third (final) office building.
3.	Maryland Ave. Extended	a. Applicant to extend Maryland Avenue from Middle Lane to Beall Avenue.
		This condition is to be met prior to occupancy of second office building.
4.	Jefferson St. and MD Ave.	a. Applicant to widen southbound Maryland Ave. approach to create separate left turn lane and combined through/right turn lane.
		b. Applicant to extend Maryland Avenue from Jefferson Street to Middle Lane.
		c. Applicant to provide for signal modification.
		These conditions are to be completed prior to occupancy of initial retail building.
5.	Jefferson St. and Monroe St.	a. Applicant to provide for signal modification. This is to be completed prior to occupancy of initial building.
6.	MD 28 and Falls Road	b. Applicant to provide for traffic signal reconstruction of a roundabout after feasibility study.

This condition is to be met prior to occupancy of first office building.

7. Park Rd./S. Stonestreet Ave.

a. Applicant to provide funds for CIP Project 420-850-1A72. (Park Road/Stonestreet Avenue Traffic Control). See description of project in FY 94 CIP.

This condition is to be met prior to occupancy of second office building.

8. West End Traffic

a. Applicant to provide funds to mitigate Town Center traffic through the West End neighborhood.

This condition is to be met by posting up to $80,000 prior to occupancy of the first office building.

9. MD 28/Veirs Mill Rd.
MD 355/First St./
Wootton Parkway

a. Developer to provide funds for grade separation feasibility studies.

These studies should begin prior to occupancy of second office building.

10. Transportation Demand Management Program (TDM)

a. Applicant will conduct employee surveys to assess the effectiveness of the TDM program. Affidavit certifying correctness of information will be required.

b. Applicant will provide annual report on effectiveness of TDM program.

c. City may require periodic audits to be paid for by applicant.

d. Applicant will post a security instrument to cover cost of trips being reduced.

e. Applicant will appoint a transportation coordinator to administer the program.

f. Applicant will sign a written agreement to meet the trip generation rates described below.

g. Applicant will pay a $750,000 TDM fee or post a security instrument (bond) to cover the TDM's program cost of maintaining assumed trip generation rates.

h. Program elements may include transit fare subsidies, vanpool subsidies, appropriate parking strategies to reduce signal occupant vehicles and encourage carpools and vanpools, a ride-sharing program, a guaranteed ride home program, flex-time, and any other techniques necessary to maintain or lower assumed trip generation rates.

i. Applicant's TDM program will achieve or lower the following AM and PM peak hour vehicle trips and assumed trip generation rates for each office building on adjacent streets:

	AM PEAK HOUR VEHICLE TRIPS			PM PEAK HOUR VEHICLE TRIPS		
	In	Out	Total	In	Out	Total
1st Office Bldg.	204	30	234	54	241	295
2nd Office Bldg.	293	43	336	77	346	423
3rd Office Bldg.	281	42	323	73	331	404
Total Vehicle Trips	778	115	893	204	918	1122
TDM Trip Rate	.61	.09		.16	.72	

The term of the TDM agreement is to be determined after further discussion with staff.

B. Trip Generation Calculations

Site Trip Generation Comparison

Momentum at Rockville Station - Proposed 147 Affordable units

Land Use	Land Use Code	Quantity (x)	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Approved Conditions								
Multi Family Housing (Mid Rise)	221	117 du	9 veh/hr	31 veh/hr	40 veh/hr	28 veh/hr	18 veh/hr	46 veh/hr
		Calculation Details:	*23%*	*77%*	*=0.44X/1000-11.61*	*61%*	*39%*	*=0.39X+0.34*
Strip Retail Plaza (<40ksf)	822	11,260 sf	19 veh/hr	12 veh/hr	31 veh/hr	43 veh/hr	42 veh/hr	85 veh/hr
			60%	*40%*	*=0.66X*	*50%*	*50%*	*Ln(T)=0.71Ln(X/1000)+2.72*
		Subtotal:Approved	**28 veh/hr**	**43 veh/hr**	**71 veh/hr**	**71 veh/hr**	**60 veh/hr**	**131 veh/hr**
Proposed Conditions								
Affordable Housing- Income Limits	223	147 du	24 veh/hr	42 veh/hr	66 veh/hr	24 veh/hr	16 veh/hr	40 veh/hr
		Calculation Details:	*37%*	*63%*	*=0.45X*	*59%*	*41%*	*=0.27X*
		Subtotal: Proposed Development	**24 veh/hr**	**42 veh/hr**	**66 veh/hr**	**24 veh/hr**	**16 veh/hr**	**40 veh/hr**
		Net Difference	**-4 veh/hr**	**-1 veh/hr**	**-5 veh/hr**	**-47 veh/hr**	**-44 veh/hr**	**-91 veh/hr**

Note: Setting used for trip generation above is General Urban/Suburban; however, the location is proximate to transit and proposes no one-site parking, and the ultimate trips would be lower.

C. Parking Reduction Justification Memo

TECHNICAL MEMORANDUM

To: Kirk Salpini — SCG Development

From: Anila Moorthy, EIT
Maribel Donahue
Katie Wagner, PE, PTOE

Date: June 18, 2025

Subject: Momentum at Rockville Station Parking Reduction Justification Memo

Introduction

This memorandum has been prepared in support of a proposed Flexible Parking Requirement Reduction to Zero under Section 25.16,03.h that would allow the 41 Maryland Avenue residential development to be constructed without any on-site parking. The Project includes redevelopment of the existing parking lot into an all-affordable apartment building with approximately 147 units and no on-site parking. On-site loading would be provided within the building, and ample curbside parking is available adjacent and proximate to the building and within close-by public garages for short-term visitor and elective long-term permit parking. The nearby public garages were surveyed on a typical weekday where a total of approximately 3,479 parking spaces were counted with occupancy overall appearing to be below 50 percent. With significant occupancy during the daytime weekday peak, it is expected that even greater availability would be present during evenings and weekends. The project is bordered by E Middle Lane to the north, Maryland Avenue to the east and existing buildings to the west and south.

Note that the site has original Preliminary Development plan approval through PDP94-001, as amended, for a minimum of 117 dwelling units and 11,260 sf of retail on this parcel, and all transportation improvement requirements of the PDP for this site have been satisfied. The requested Parking Reduction is only for the individual calculation for the subject building. The remaining developed Blocks 1, 2, 3 and 5 of the PDP currently meet their parking requirements, as set by the Mayor & Council in prior approvals, and per the most recently approved amendment to the PDP, PJT2014-00013 for Block 2, the overall PDP area has a parking surplus during all, including peak, parking demand periods under Section 25.16.03.h.6.

The objective of this assessment is to identify whether the proposed development could operate efficiently and without detrimental impact to surrounding public facilities and justify the grant of the proposed full parking reduction under Section 25.16.03.h.3. The Project's proximity to transit, pedestrian friendly location and availability of ample public and privately rentable parking spaces nearby make it an excellent candidate for a no on-site parking condition, as is specifically recommended for the property in the adopted 2025 Rockville Town Center Master Plan update. Further, the proposed all-affordable residential building meets all criteria for flexible parking standards under City of Rockville Zoning Ordinance Sec. 25.16.03.h.

The subject site is perfectly situated within the Rockville Town Center area proximate to transit, bike and pedestrian facilities, served by car-sharing and car rental services, as well as walkable to goods and services, to support a community of residents not reliant on auto-ownership. The high Walk Score of the location of the proposed affordable housing development will allow a qualified household to have the choice to shed the financial burden of auto-ownership. Should a resident choose to live at the 41 Maryland Avenue development while owning a vehicle, there are numerous parking options in garages within a short walking distance of the site where monthly paid secure parking is available. Notably, there are over 3,400 public and privately owned publicly available parking spaces available for rent on both an hourly and monthly basis within three blocks, including in the adjacent Victoria Condominium parking garage as well as the City's Town Square parking garages across E Middle Lane and the BLVD 44 parking garage across Maryland Avenue. Moreover, a field verification on March 25, 2025 indicated that the parking

occupancy appeared to be less than 50% during normal business hours on a typical weekday. With additional capacity becoming available in the evening, it is expected that significant capacity will be available for evening and overnight parking in these garages, where hours of operations allow. Additional field observations were conducted over a weekend on Saturday, May 31 and Sunday, June 1, during a special event on Sunday, June 1 (Pride Day). The observations indicated that garage occupancy rates were below 50% during weekends. However, there was a slight increase in occupancy to approximately 60% when an event was taking place. The garages nearby would have ample parking spaces available even during weekends with special events.

For prospective tenants owning one or more vehicles where on-site parking is an imperative for their household, there are alternative affordable housing residential options available in the City and the County with on-site parking. Further, it is not likely that residents would attempt to park in the nearby West End neighborhood in lieu of renting an available garage space given the existing parking restrictions which require a City of Rockville issued permit to park in the majority of the West End neighborhood, which 41 Maryland Avenue residents would not be eligible for. Therefore, the proposed condition reducing required parking to zero would be supported by proposed and existing area infrastructure that would allow a resident to not be reliant on auto-ownership, or if they choose to own a vehicle, have convenient options to accommodate their vehicle.

This report reviews the baseline minimum parking rates, the project site's transit-oriented context and multimodal access to support the Project's parking waiver request. The conclusions of this assessment are as follows:

- The site's small footprint precludes the ability to construct on-site parking to serve the building.
- Per the City of Rockville Parking Requirements, 169 parking spaces are required on site prior to any potential reductions. It should be noted that these baseline ratios do not take into account proximity to transit.
- The Project is located within immediate vicinity of four (4) bus routes, 0.3 miles from the Rockville Metrorail Station and MARC station, existing bicycle lanes along E Middle Lane and N Washington Street and established walking paths for residents.
- In addition, there are in excess of 3,400 public/privately rentable parking spaces available in 10 parking facilities within 1,000 feet from the site building. These facilities include approximately 100 ADA spaces. Some of these garages also include monthly parking permit options with 24-hr access. Additionally, a total of at least five (5) publicly accessible curbside street parking ADA spaces are present within 1,000 sf of the site.
- The structured publicly available parking was field verified on March 25, 2025. It was a typical weekday with public schools and government in session, and observations included that parking was generally available in all garages, with the overall parking occupancy appearing to be less than 50%. Significant parking was available during the daytime during normal business hours. With additional capacity becoming available in the evening, it is expected that significant capacity will be available for evening and overnight parking in these garages, where hours of operations allow.
- The project is proposing three (3) pick-up/drop-off spaces to facilitate convenient rideshare loading and unloading as well as short term deliveries along the Maryland Avenue frontage.
- The Project's proposed zero required parking condition is consistent with the recently adopted Rockville Town Center Master Plan that recommends no on-site parking for this property specifically, and generally recommends residential uses within the plan area be exempt from minimum parking requirements.
- Moreover, the proposed development meets all of the criteria for flexible parking standards per City of Rockville Zoning Ordinance Sec. 25.16.03.h.
- The Project is expected to naturally have a lower reliance on single occupancy vehicle travel based on the building being an all-affordable community with convenient access to Metrorail, MARC, bus service and bike lanes.

Given that the development meets the criteria for a parking reduction under 25.16.03.h.3 together with the small footprint of the site that prevents development if parking is required, the availability of paid street and garage short-term parking to accommodate visitor demand, and free overnight street parking and nearby long-term monthly parking

options for residents who decide to move in owning a vehicle, the Project's parking demand is not expected to negatively impact the surrounding public infrastructure and the proposed parking reduction to zero is justified.

Parking Demand and Justification for Zero Required Parking Use Case

A review of data available in Public Use Microdata Areas (PUMAs) from the US Census for the area covering Rockville (Central Montgomery County), indicates the following:

- Total data set for renters living in apartment buildings with 50 or more units: 20,341
- Total respondents with access to zero owned vehicles: 2,866 (14.1%)
- For those in the workforce:
    - Ride in vehicle to work: 21%
    - Use public bus to work: 29%
    - Use subway or rail to work: 24%
    - Work from home: 26%

With the subject site located 1,500 feet from a WMATA Red Line Metrorail Station and 800 feet from the future Viers Mill and 355 BRT Stations, residents at this location will have the ability to rely on non-auto mode shares to travel to and from employment. With 14.1 percent of respondents in the overall area, which includes buildings much further from Metrorail, living without owning a vehicle, there is clear demand for units where parking on-site is not available.

Further, a study prepared by the District of Columbia Department of Transportation[1] investigating parking demand and the impacts of parking supply within an urban setting provided the following within its conclusions:

> *"The most significant neighborhood variable was a combination of walkability (measured by block size) and frequency of transit service within walking distance. As walkability and transit frequency increased, parking utilization decreased."*

The site's existing walk-score of 93 and future further improved frequency of transit service with the planned BRT stop and existing metro station nearby will naturally drive a lower parking demand for the site.

Walk and Bike Score

Walkscore.com is a website that provides scores and rankings for walking, biking, and transit conditions within neighborhoods of the County. Based on this website, the site is in the Central Rockville neighborhood in Rockville. Using the existing address (41 Maryland Avenue), the site has a walk score of 93 (or "Walker's Paradise"), a transit score of 73 (or "Excellent Transit"), and a bike score of 69 (or "Bikeable"). The following conclusions can be made based on the data obtained from Walkscore.com:

- The site is situated in an area with a "Walker's Paradise" walk score so most daily errands do not require a car;
- The site is situated in an area with a "Good Transit" transit score due to its proximity to Metrobus and RideOn routes, and the Rockville Metrostation. This score should further improve with the planned Viers Mill and 355 BRT lines that will have a station nearby at East Middle Lane and MD 355; and
- The site is situated in an area with a "Bikeable" bike score due to its proximity to a few bicycle facilities including separated bicycle lanes along the site frontage along E Middle Lane. Further, future bike lanes are planned along Monroe Street that will further improve bikeability in the area.

Overall, the site and surrounding neighborhood have adequate pedestrian, transit, and bicycle accessibility.

[1] https://cnt.org/sites/default/files/publications/DR1_TRB_DC%20Multifamily%20Parking%20Utilization.pdf

Carsharing

ZipCar is a private company that provide registered users access to a variety of automobiles. Zipcar operates a reserved-space model where customers are required to borrow from and return vehicles to the same reserved car sharing space. Currently, there is one (1) location within a quarter mile walk. The locations, number of available vehicles, and walking distances are listed in Table 1.

Table 1: Zipcar Locations

Zipcar Location	Number of Vehicles	Walking Distance
26 Maryland Avenue	1 vehicle	0.1 miles (3 minutes)

Car Rentals

In addition to ZipCar, there are other private companies that allow customers to temporarily borrow a car for a set period of time. There are multiple car sizes and models to pick from depending on the location and company. The location and walking distances to such car rental locations within a 15-minute radius are listed in Table 2.

Table 2: Car Rental Locations

Car Rental Company	Location	Walking Distance
Mobilis Car Rental	199 E Montgomery Avenue	0.1 miles (3 minutes)
Enterprise Rent-A-Car	702 Rockville Pike	0.6 miles (15 minutes)
Rent-A-Wreck	621 Hungerford Drive	0.6 miles (15 minutes)

Micromobility

As of February 2025, micromobility service in the County is provided by three (3) private dockless companies operating e-bikes and electric scooters (e-scooters). These include Lime, Spin and Bird. These dockless vehicles are provided by private companies that give registered users access to a variety of e-bike and e-scooter options. These devices are used through each company-specific mobile phone application. Many dockless vehicles do not have designated stations where pick-up/drop-off activities occur like with Capital Bikeshare. They are typically parked in public space, most commonly in the “furniture zone” or the portion of the sidewalk between where people walk and the curb, often where other street signs, street furniture, trees, and parking meters are found.

Capital Bikeshare

In addition to personal bicycles, the Capital Bikeshare program provides additional bicycle options for residents of the 41 Maryland Avenue development. The program has placed over 700 bikeshare stations across the Washington metropolitan area with over 7,000 bicycles in the fleet. Three (3) Capital Bikeshare stations are located within a half mile of the site:

- An existing 14-dock Capital Bikeshare station is available within 5-minute walk near the Monroe Street and Monroe Place intersection;
- An existing 18-dock Capital Bikeshare station is available within 10-minute walk near the Rockville Metro Station West; and,
- An existing 12-dock Capital Bikeshare station is available within 10-minute walk near the Rockville Metro Station East

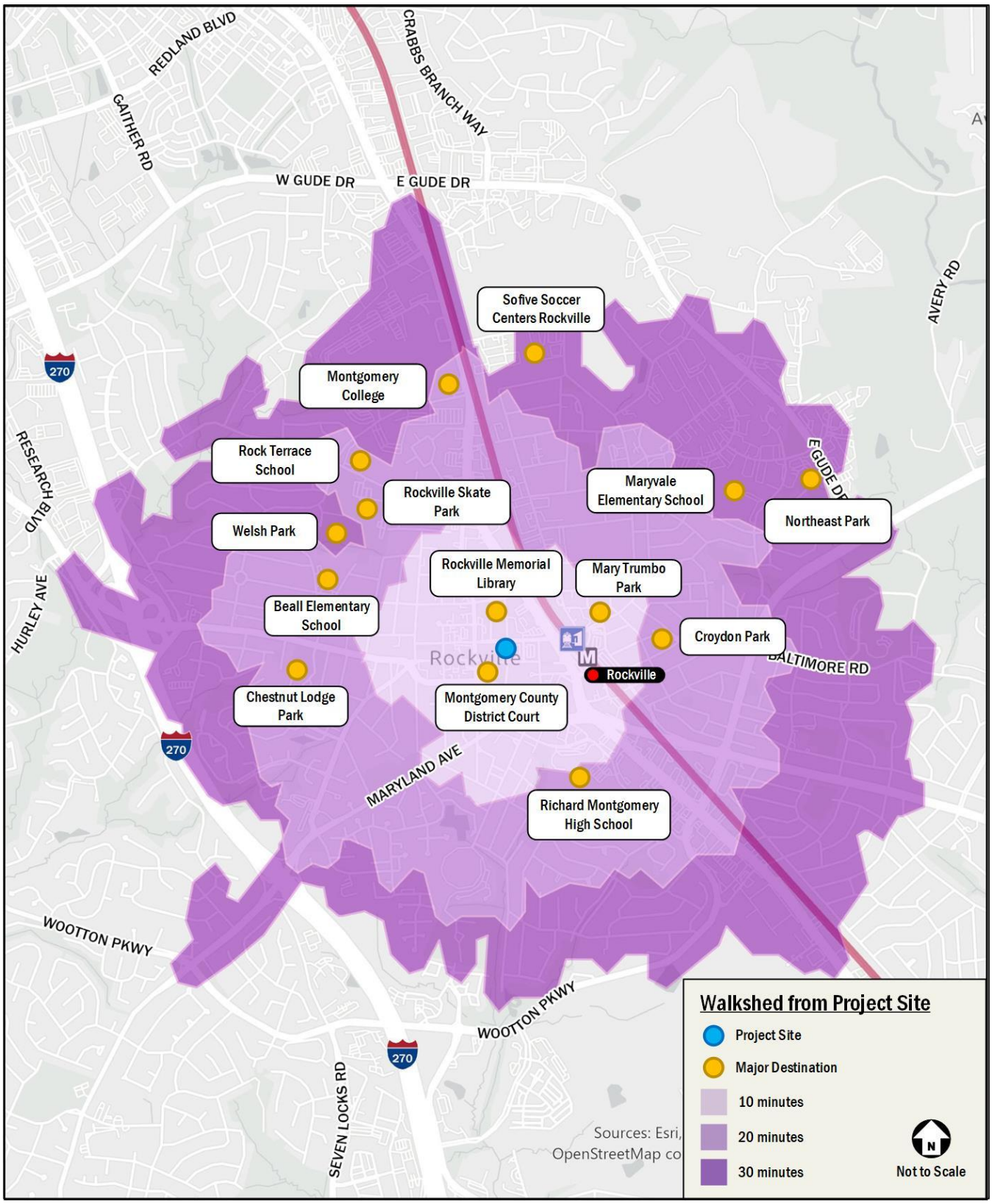


Figure 1: Walkshed from Project Site

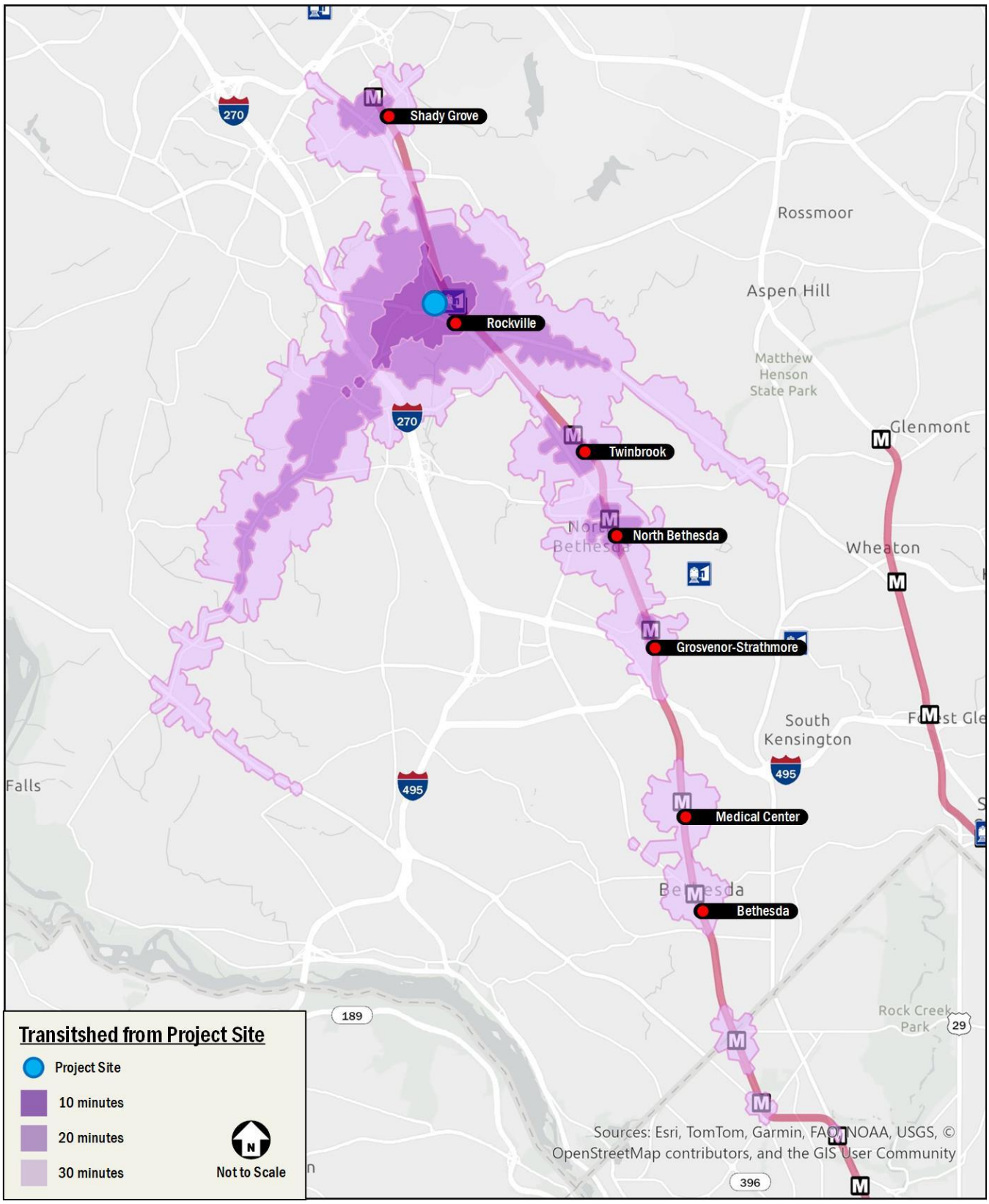


Figure 2: Transitshed from Project Site

City of Rockville Parking Design Standards and Lot Limitations

Under the City of Rockville Zoning Ordinance Sec. 25.16.06, drive aisles within a parking structure must be at least 20-feet wide, and parking spaces must be at least 18-feet deep for 90-degree parking. This results in a baseline clear width requirement of 56-feet to have parking on both sides of a drive aisle. With the building width limited to approximately 82 feet and the need to provide an internal loading bay, a building lobby and leasing space, elevators and stairs, utilities, and other infrastructure, very little space would remain to potentially place parking in the building, and utilization of this space for parking would require eliminating all ground floor amenities and units and substantially affecting building structural column spacing resulting in both inefficiency of upper level floor unit yields and additional building cost, to gain only approximately 21 parking spaces on the ground floor level. The cost to continue such inefficient parking layout either below grade or above grade would not be feasible with the addition of ramps, be prohibitively expensive, and an insurmountable obstacle to development for this all-affordable housing community.

Further, the addition of parking would necessitate a second curb cut, which would result in a driveway crossing the pedestrian space and elimination of curbside metered parking on Maryland Avenue.

As shown in the exhibit below, the parking would conflict with structural columns and render the majority of the ground floor unusable for residential amenities and critical building infrastructure.

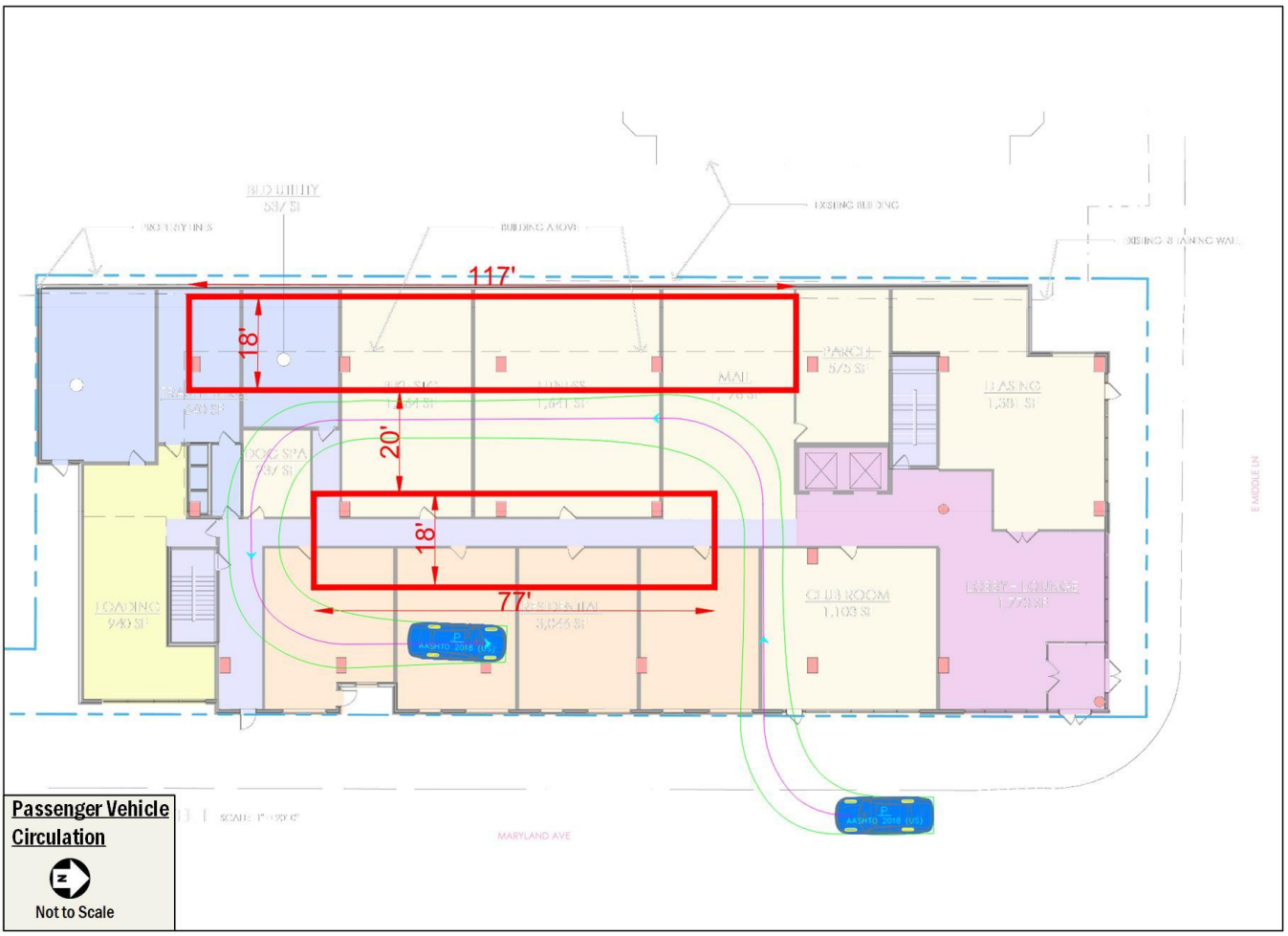


Figure 3: Passenger Vehicle Circulation Illustrative on-site structured parking

City of Rockville Parking Requirements

Under the City of Rockville Zoning Ordinance Sec. 25.16.03.d. the proposed residential land use is subject to the parking ratios presented in Table 3, dependent on the number of bedrooms of each size.

The baseline parking minimum ratios listed in Table 3 are applicable for all residential developments in all locations within the City of Rockville, regardless of the proximity of the building to existing transit, bike and pedestrian infrastructure. Additionally, no code adjustment is provided between market rate and affordable dwelling units. The baseline parking requirement for the Project, prior to any allowable reductions, is 169 parking spaces per the City Code, based on current Project concept unit mix.

Table 3: City of Rockville Base Parking Minimums for Residential Multi-Family Land Use

Land Use	Minimum Parking Requirement	Number of Units	Required Parking Spaces
Residential Dwelling, Multiple unit	1 space for 0 (zero) bedrooms	22	22
	1 space for 1 bedroom	81	81
	1.5 spaces for 2 or more bedrooms	44	66
Total		**147 units**	**169 spaces**

Flexible Parking Standards

The Project is subject to equivalent development standards of the PD Zone. Consistent with City of Rockville Zoning Ordinance Sec. 25.16.03.h., the project may request flexible parking standards and reductions from the parking rates established in Sec. 25.16.03.d. based on the following criteria:

> *"h. Flexible parking standards.* The Approving Authority may permit reductions in the number of parking spaces required, if certain standards and requirements are met as set forth below.
>
> 1. *Mayor and Council and Planning Commission reductions. The Mayor and Council, in the approval of a project plan, or the Planning Commission in the approval of a site plan within the MXTD, MXCD, MXE, MXNC and PD zones, have the authority to reduce the required number of parking spaces for uses in the building or buildings to be constructed provided that:*
>
> ◦ *A major point of pedestrian access to such building or buildings is within seven-tenths of a mile (3,696 feet) walking distance of a transit station entrance shown on the Washington Metropolitan Area Transit Authority Adopted Regional Rail Transit System;*
>
> ◦ *There are three (3) or more bus routes in the immediate vicinity of the building or buildings; or*
>
> ◦ *There is a major public parking facility available to the public within one thousand (1,000) feet of a building entrance;*
>
> ◦ *Where the size of the lot is so small that meeting the parking requirement would prevent redevelopment;*
>
> ◦ *Where there is a bikeway in close proximity to the site and the applicant demonstrates that the uses in the proposed development are conducive to bicycle use; or*
>
> ◦ *For any other good cause shown."*

The subject Project exhibits numerous characteristics, making it a prime candidate for significant relief from parking requirements. As shown below, the Project meets all sets of criteria justifying the application of the Flexible Parking Standards:

- A major point of pedestrian access to the proposed building is approximately three-tenths of a mile (1,584 feet) from the Rockville Metrorail Station as shown in Figure 4. This is significantly closer than the maximum distance of 3,696 feet, and it should also be noted that a pedestrian bridge is located approximately 800 feet from the building which provides uninterrupted connectivity over Rockville Pike (MD 355) to the Rockville Metro Station and future northbound 355 BRT station.

- The Project is located in the immediate vicinity of one (1) Metrobus (Bus route T2) and three (3) Ride-On bus routes (301, 45, 55) as shown in Figure 4. In addition, the Rockville Metro and the Rockville MARC Station connects the site to the Greater Washington Metropolitan Area. The future Viers Mill and MD 355 Flash BRT services will upgrade the bus service along MD 355 with stations located proximate to the site at the East Middle Lane intersection. The site is well served by existing and prosed bus routes, Metro and MARC, all of which will support reduced auto ownership for residents living at the building.
- There are in excess of 3,400 public/privately rentable parking spaces available in Parking Facilities within 1,000 feet of the site as shown in Figure 5. The City-owned public garages in Town Square are proximate with one within 350 feet east of Maryland Avenue, and the largest garage 750 feet east of Maryland Avenue, with both hourly and monthly parking permits available. In addition, monthly and hourly spaces are available to rent in the confronting BLVD 44 building, with the garage entrance within 300 feet along existing sidewalks east of the site. The parking facilities and available spaces are listed in Table 4 below. As noted below, several of these garages offer monthly parking options, thus allowing residents of the 41 Maryland Avenue site to live in the building and reliably and legally park a vehicle off-site in a secure parking garage. Spaces are also available in the adjacent building for rent during the daytime on a monthly and hourly basis.
    - In addition, there are 2-hour on-street parking spaces along the block. 12 spaces are located along Maryland Avenue (8 southbound, 4 northbound spaces) and 18 spaces including one (1) space reserved for ADA along westbound Courthouse square. There are 55 on-street parking spaces within approximately 500 feet of the site entrance including three (3) spaces reserved for ADA as shown in Figure 6. Two (2) additional ADA spaces are available curbside at the Monroe Place intersection with Monroe Street. Thus providing a total of at least five (5) publicly accessible ADA spaces within 1,000 sf of the site.
    - It should be noted that the structured publicly available parking was field verified on March 25, 2025. It was a typical weekday with public schools and government in session, and observations included that parking was generally available in all garages, with the overall parking occupancy appearing to be less than 50%. Significant parking was available during the daytime during normal business hours. With additional capacity becoming available in the evening, it is expected that significant capacity will be available for evening and overnight parking in these garages, where hours of operations allow.
    - Additional field observations were conducted over the weekend on Saturday, May 31 and Sunday, June 1, during a special event on Sunday, June 1 (Pride Day). The observations indicated that garage occupancy rates were below 50% during weekends. However, there was a slight increase in occupancy to approximately 60% when an event was taking place. The garages nearby would have ample parking spaces available even during weekends with special events.
- The project is proposing three (3) pick-up/drop-off spaces to facilitate convenient rideshare loading and unloading as well as short term deliveries along the Maryland Avenue frontage.

Table 4: Parking Facilities near the Project

Location	Availability	Parking Spaces		Hours of Operation	Approximate Distance from Site Entrance	Monthly Parking Rates***
Park X BLVD 44 (44 Maryland Avenue)	Monthly and Hourly Parking	Standard	296	24/7	~300 feet	Daily Max: $12 Monthly: $110
		ADA	11			
		Total	307			
Colonial Rockville Town Square - Garage A	Monthly and Hourly Parking	Standard	610	24/7	~750 feet	Daily Max: $12
		ADA	18			
		Total	628			
Colonial Rockville Town Square - Garage B	Monthly and Hourly Parking	Standard	114	24/7	~300 feet	Daily Max: $12
		ADA	5			
		Total	119			
Colonial Rockville Town Square - Garage C	Monthly and Hourly Parking	Standard	129	24/7	~500 feet	Daily Max: $12
		ADA	6			
		Total	135			
Park X Ansel (33 Monroe Street)	Monthly and Hourly Parking	Standard	344	24/7	~550 feet	Daily Max: $12 Monthly: $110
		ADA	9			
		Total	353			
One Metro Square (51 Monroe Pl)	Monthly and Hourly Parking	Standard	349	24/7	~1000 feet	Daily Max: $12
		ADA	5			
		Total	354			
USP Victoria (24 Courthouse Square)	Monthly and Hourly Parking	Standard	65**	Mon-Friday 7AM-6PM	~250 feet	Daily Max: $10 Monthly: $85
		ADA	0			
		Total	65			
USP 11 North Washington Street	Monthly and Hourly Parking	Standard	262	Mon-Friday 7AM-6PM	~300 feet	Daily Max: $10 Monthly: $85 - $170
		ADA	8			
		Total	270			
Park X Rockville Metro Plaza I & II (111 Rockville Pike)	Monthly and Hourly Parking	Standard	785	Mon-Friday 6AM-7PM Saturday 8AM-2PM	~400 feet	Daily Max: $12 Monthly: $110
		ADA	24			
		Total	809			
Park X 255 Rockville Pike	Monthly and Hourly Parking	Standard	426	Mon-Fri 7am-11pm Sat-Sun 10am-11pm	~900 feet	Daily Max: $12 Monthly: $105
		ADA	13			
		Total	439			
		Total	**3479**			
		Total ADA	**99**			

* Field verified and excludes residential spaces within secluded areas of garages and spaces reserved for specific tenants
**Additional spaces are located within the area currently under construction, which could not be counted for this review.
*** Contact garage attendants for overnight parking permit

- The proposed building dimensions are approximately 205' by 82' and is located at the northwest corner of Maryland Avenue and E Middle Lane intersection. The limited size of the site and building would make it infeasible to provide parking within the building footprint, much less additional ramping to multiple parking levels. This site is specifically called out in the new Rockville Town Center Master Plan update as a candidate for no on-site parking requirement due to the limited lot size. Providing any parking within the building on the first floor would eliminate amenities, units, on-site loading and other critical ground-floor uses and prohibitively affect development of the site due to cost.
- Separated bike lanes exist along E Middle Lane along the site frontage and signed shared roadways exist along Maryland Avenue. These bike access points at the Site connect to a continuous system of City and County bike lanes, shared paths, and shared roadways with an extensive regional reach. The project will include a bike storage room for residents' use conveniently located on the first floor of the building.
- The Rockville Town Center Master Plan specifically focuses on the site area and encourages residential development of at least 100 units and recommends no on-site parking due to the site's size, prime Town Center location, nearby structured parking options, and easy access to transit.

With the Project meeting all criteria for application of the Flexible Parking Standards, the Applicant requests a full parking reduction under 25.16.03.h.3 that would allow for the site to be constructed without any required parking.

Regional Municipal Parking Comparison

For reference purposes, it is noted that Montgomery County has recently adopted, through ZTA 23-10, the elimination of parking requirements for residential developments located within a half-mile of a Metro or Purple Line Station and all residential developments within a quarter-mile of an existing or funded-for-construction BRT Station. The subject site would meet this criteria through proximity to the Rockville Metro Station. Further, once fully funded for construction, the site would also meet the BRT proximity criteria with the planned Viers Mill/355 BRT station at East Middle Lane, which is currently under design.

Further, the District of Columbia allows for developments within similar "Downtown" zones (D Zone) to be constructed without providing any on-site parking. Several buildings have been approved within the District with no on-site parking provided due to lot size constraints and the infeasibility of constructing parking within the building, as is the case with the subject site.

Figure 4: Site Location

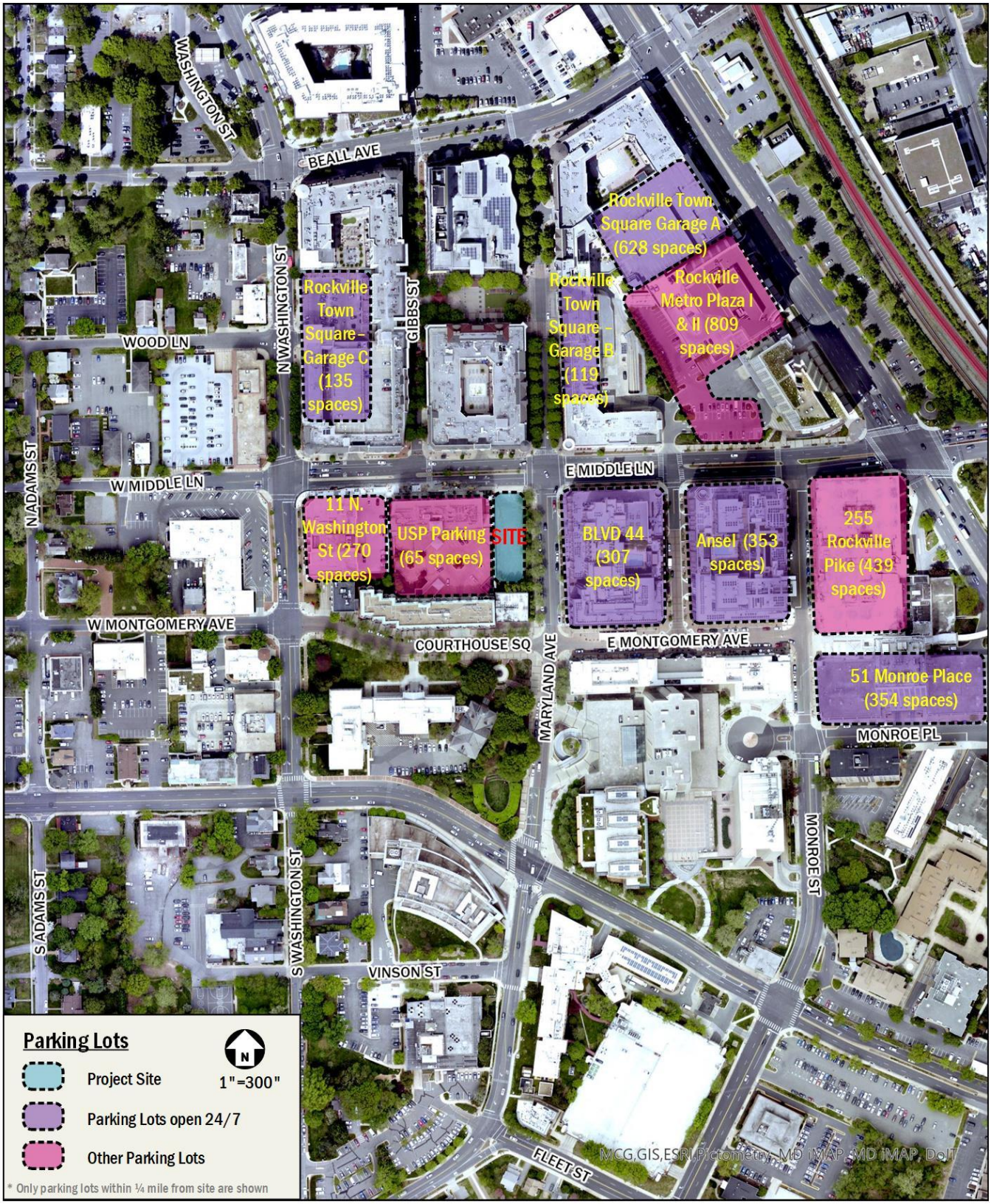


Figure 5: Parking Lots

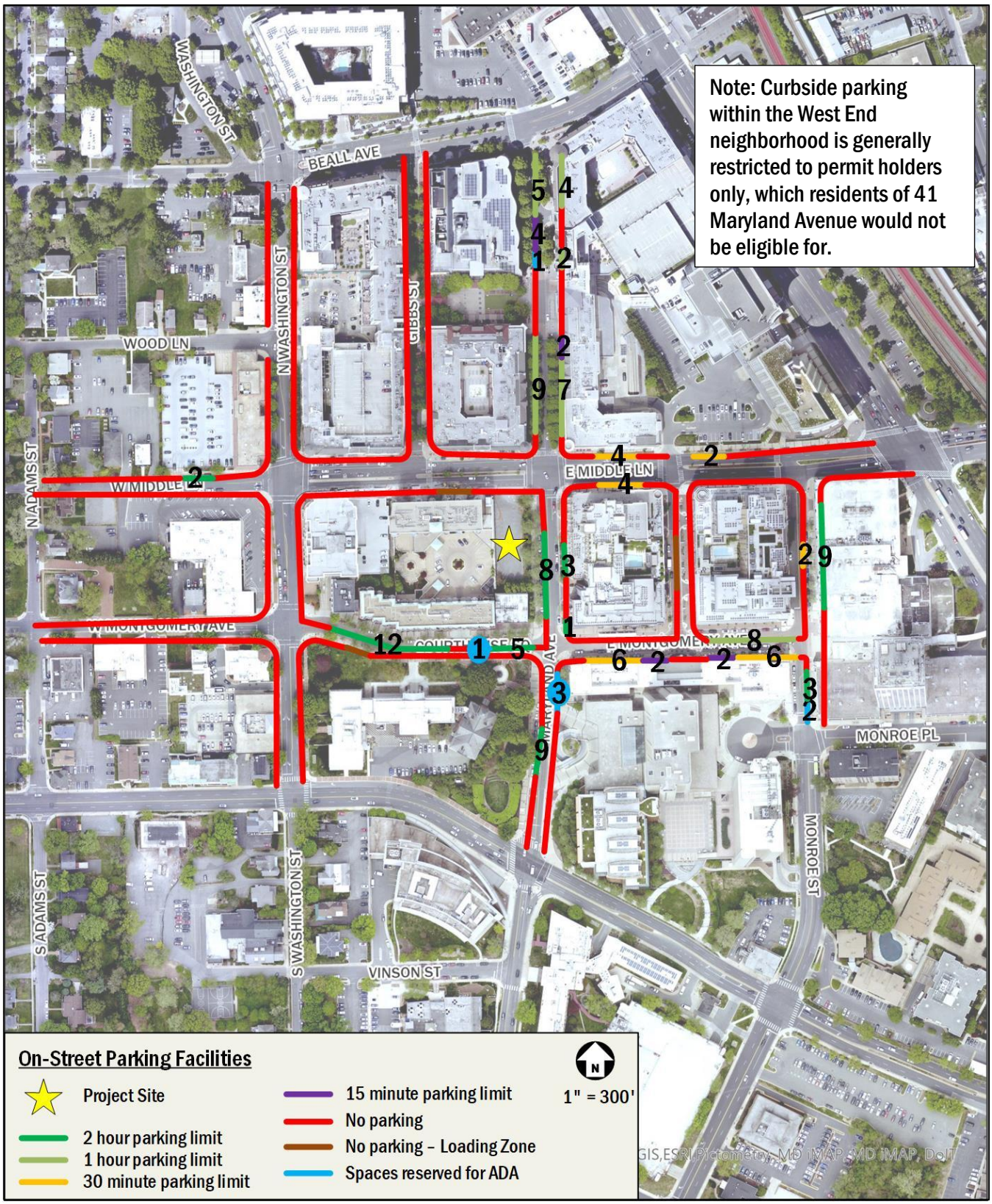


Figure 6: Nearby On-street Parking

D. Bus Routes

55 Line Guide.indd 1

55 To Rockville M

MONDAY THROUGH FRIDAY

SEE TIMEPOINT LOCATION ON ROUTE MAP

Germantown Transit Center (GTC)	Montgomery Coll. (Germantown)	Milestone Center	MD 355 & Middlebrook Rd	Travis Ave & Watkins Mill Rd	Lakeforest Transit Center	MD 355 & Deer Park Rd	MD 355 & Shady Grove Rd	Shady Grove M (West)	Montgomery Coll. (Rockville)	Rockville M (West)
1	2	3	4	5	6	7	8	9	10	11
4:15	4:18	4:22	4:26	4:33	4:39	4:47	4:50	4:54	5:03	5:08
4:45	4:48	4:52	4:56	5:03	5:09	5:17	5:20	5:24	5:33	5:38
5:10	5:13	5:17	5:21	5:28	5:34	5:42	5:45	5:49	5:58	6:03
5:30	5:33	5:37	5:41	5:48	5:54	6:02	6:05	6:09	6:18	6:23
5:45	5:48	5:52	5:56	6:03	6:09	6:17	6:20	6:24	6:33	6:38
6:00	6:04	6:08	6:14	6:21	6:28	6:36	6:39	6:43	6:52	6:58
6:15	6:19	6:23	6:29	6:36	6:43	6:51	6:54	6:58	7:07	7:13
6:30	6:34	6:38	6:45	6:52	7:00	7:09	7:13	7:17	7:27	7:33
6:45	6:49	6:53	7:00	7:07	7:15	7:24	7:28	7:32	7:42	7:48
7:00	7:04	7:08	7:15	7:22	7:30	7:39	7:43	7:47	7:57	8:03
7:12	7:16	7:20	7:27	7:34	7:42	7:51	7:55	7:59	8:09	8:15
7:24	7:28	7:32	7:39	7:46	7:54	8:03	8:07	8:11	8:21	8:27
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NOTES:

AM | PM

55 To Germantown Transit Center (GTC)

MONDAY THROUGH FRIDAY

SEE TIMEPOINT LOCATION ON ROUTE MAP

Rockville M (West)	Montgomery Coll. (Rockville)	Shady Grove M (West)	MD 355 & Shady Grove Rd	MD 355 & Deer Park Rd	Lakeforest Transit Center	Travis Ave & Watkins Mill Rd	MD 355 & Middlebrook Rd	Milestone Center	Montgomery Coll. (Germantown)	Germantown Transit Center (GTC)
11	10	9	8	7	6	5	4	3	2	1
5:04	5:12	5:19	5:22	5:24	5:33	5:40	5:46	5:51	5:57	6:00
5:30	5:38	5:45	5:48	5:50	5:59	6:06	6:12	6:17	6:23	6:26
5:55	6:03	6:10	6:13	6:15	6:24	6:31	6:37	6:42	6:48	6:51
6:20	6:29	6:37	6:41	6:44	6:53	7:01	7:09	7:13	7:19	7:23
6:45	6:54	7:02	7:06	7:09	7:18	7:26	7:34	7:38	7:44	7:48
7:00	7:09	7:17	7:21	7:24	7:33	7:41	7:49	7:53	7:59	8:03
7:15	7:24	7:32	7:36	7:39	7:48	7:56	8:04	8:08	8:14	8:18
7:30	7:41	7:50	7:54	7:57	8:07	8:15	8:22	8:27	8:33	8:37
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5:30	**5:44**	**5:54**	**5:58**	**6:01**	**6:13**	**6:22**	**6:30**	**6:35**	**6:41**	**6:46**
5:42	**5:56**	**6:06**	**6:10**	**6:13**	**6:25**	**6:34**	**6:42**	**6:47**	**6:53**	**6:58**
5:54	**6:08**	**6:18**	**6:22**	**6:25**	**6:37**	**6:46**	**6:54**	**6:59**	**7:05**	**7:10**
6:06	**6:20**	**6:30**	**6:34**	**6:37**	**6:49**	**6:58**	**7:06**	**7:11**	**7:17**	**7:22**
6:20	**6:34**	**6:44**	**6:48**	**6:51**	**7:03**	**7:12**	**7:20**	**7:25**	**7:31**	**7:36**
6:35	**6:47**	**6:55**	**6:58**	**7:01**	**7:11**	**7:19**	**7:26**	**7:31**	**7:36**	**7:40**
6:50	**7:02**	**7:10**	**7:13**	**7:16**	**7:26**	**7:34**	**7:41**	**7:46**	**7:51**	**7:55**
7:10	**7:22**	**7:30**	**7:33**	**7:36**	**7:46**	**7:54**	**8:01**	**8:06**	**8:11**	**8:15**
7:35	**7:45**	**7:52**	**7:56**	**7:59**	**8:08**	**8:16**	**8:23**	**8:27**	**8:32**	**8:35**
8:00	**8:10**	**8:17**	**8:21**	**8:24**	**8:33**	**8:41**	**8:48**	**8:52**	**8:57**	**9:00**
8:25	**8:35**	**8:42**	**8:46**	**8:49**	**8:58**	**9:06**	**9:13**	**9:17**	**9:22**	**9:25**
8:50	**9:00**	**9:07**	**9:11**	**9:14**	**9:23**	**9:31**	**9:38**	**9:42**	**9:47**	**9:50**
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9:45	**9:54**	**10:01**	**10:04**	**10:06**	**10:15**	**10:23**	**10:29**	**10:33**	**10:38**	**10:41**
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10:45	**10:54**	**11:01**	**11:04**	**11:06**	**11:15**	**11:23**	**11:29**	**11:33**	**11:38**	**11:41**
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11:55	12:01	12:08	12:11	12:13	12:20	12:26	12:32	12:35	12:40	12:43
12:45	12:51	12:58	1:01	1:03	1:10	1:16	1:22	1:25	1:30	1:33

NOTES:

AM | PM

55 To Rockville M

SATURDAY

SEE TIMEPOINT LOCATION ON ROUTE MAP

Germantown Transit Center (GTC)	Montgomery Coll. (Germantown)	Milestone Center	MD 355 & Middlebrook Rd	Travis Ave & Watkins Mill Rd	Lakeforest Transit Center	MD 355 & Deer Park Rd	MD 355 & Shady Grove Rd	Shady Grove M (West)	Montgomery Coll. (Rockville)	Rockville M (West)
1	2	3	4	5	6	7	8	9	10	11
5:00	5:03	5:07	5:11	5:17	5:23	5:31	5:34	5:38	5:46	5:51
5:30	5:33	5:37	5:41	5:47	5:53	6:01	6:04	6:08	6:16	6:21
6:00	6:03	6:07	6:11	6:17	6:23	6:31	6:34	6:38	6:46	6:51
6:25	6:28	6:32	6:37	6:44	6:52	7:01	7:04	7:08	7:17	7:23
6:50	6:53	6:57	7:02	7:09	7:17	7:26	7:29	7:33	7:42	7:48
7:15	7:18	7:22	7:27	7:34	7:42	7:51	7:54	7:58	8:07	8:13
7:35	7:38	7:42	7:47	7:54	8:02	8:11	8:14	8:18	8:27	8:33
7:55	7:58	8:02	8:07	8:14	8:22	8:31	8:34	8:38	8:47	8:53
8:10	8:13	8:17	8:22	8:29	8:37	8:46	8:49	8:53	9:02	9:08
8:25	8:28	8:32	8:37	8:44	8:52	9:01	9:04	9:08	9:17	9:23
8:40	8:43	8:47	8:52	8:59	9:07	9:16	9:19	9:23	9:32	9:38
8:55	8:58	9:02	9:07	9:14	9:22	9:31	9:34	9:38	9:47	9:53
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4:05	**4:08**	**4:14**	**4:20**	**4:28**	**4:36**	**4:45**	**4:49**	**4:53**	**5:02**	**5:09**
4:25	**4:28**	**4:34**	**4:40**	**4:48**	**4:56**	**5:05**	**5:09**	**5:13**	**5:22**	**5:29**
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9:50	**9:53**	**9:58**	**10:02**	**10:08**	**10:15**	**10:22**	**10:25**	**10:28**	**10:36**	**10:41**
10:25	**10:28**	**10:33**	**10:37**	**10:43**	**10:50**	**10:57**	**11:00**	**11:03**	**11:11**	**11:16**
11:00	**11:03**	**11:08**	**11:12**	**11:18**	**11:25**	**11:32**	**11:35**	**11:38**	**11:46**	**11:51**
11:35	**11:38**	**11:43**	**11:47**	**11:53**	12:00	12:07	12:10	12:13	12:21	12:26
12:10	12:13	12:18	12:22	12:28	12:35	12:42	12:45	12:48	12:56	1:01

NOTES:

AM | PM

55 To Germantown Transit Center (GTC)

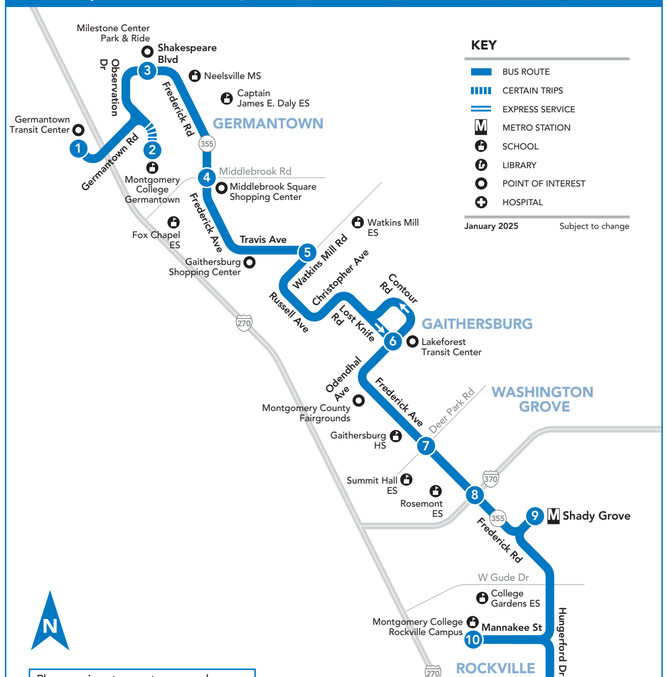
SATURDAY

SEE TIMEPOINT LOCATION ON ROUTE MAP

Rockville M (West)	Montgomery Coll. (Rockville)	Shady Grove M (West)	MD 355 & Shady Grove Rd	MD 355 & Deer Park Rd	Lakeforest Transit Center	Travis Ave & Watkins Mill Rd	MD 355 & Middlebrook Rd	Milestone Center	Montgomery Coll. (Germantown)	Germantown Transit Center (GTC)
11	10	9	8	7	6	5	4	3	2	1
5:55	6:03	6:09	6:12	6:15	6:23	6:29	6:35	6:39	6:44	6:48
6:30	6:38	6:44	6:47	6:50	6:58	7:04	7:10	7:14	7:19	7:23
7:00	7:08	7:14	7:17	7:20	7:28	7:34	7:40	7:44	7:49	7:53
7:20	7:29	7:37	7:40	7:43	7:53	8:00	8:06	8:10	8:15	8:19
7:40	7:49	7:57	8:00	8:03	8:13	8:20	8:26	8:30	8:35	8:39
8:00	8:09	8:17	8:20	8:23	8:33	8:40	8:46	8:50	8:55	8:59
8:20	8:29	8:37	8:40	8:43	8:53	9:00	9:06	9:10	9:15	9:19
8:40	8:49	8:57	9:00	9:03	9:13	9:20	9:26	9:30	9:35	9:39
9:00	9:10	9:18	9:22	9:25	9:37	9:45	9:52	9:57	10:02	10:06
9:20	9:30	9:38	9:42	9:45	9:57	10:05	10:12	10:17	10:22	10:26
9:40	9:50	9:58	10:02	10:05	10:17	10:25	10:32	10:37	10:42	10:46
10:00	10:10	10:18	10:22	10:25	10:37	10:45	10:52	10:57	11:02	11:06
10:20	10:30	10:38	10:42	10:45	10:57	11:05	11:12	11:17	11:22	11:26
10:35	10:45	10:53	10:57	11:00	11:12	11:20	11:27	11:32	11:37	11:41
10:50	11:01	11:09	11:13	11:16	11:28	11:36	11:43	11:48	11:54	11:58
11:05	11:16	11:24	11:28	11:31	11:43	11:51	11:58	**12:03**	**12:09**	**12:13**
11:20	11:31	11:39	11:43	11:46	11:58	**12:06**	**12:13**	**12:18**	**12:24**	**12:28**
11:35	11:46	11:54	11:58	**12:01**	**12:13**	**12:21**	**12:28**	**12:33**	**12:39**	**12:43**
11:50	**12:01**	**12:09**	**12:13**	**12:16**	**12:28**	**12:36**	**12:43**	**12:48**	**12:54**	**12:58**
12:05	**12:16**	**12:24**	**12:28**	**12:31**	**12:43**	**12:51**	**12:58**	**1:03**	**1:09**	**1:13**
12:20	**12:31**	**12:39**	**12:43**	**12:46**	**12:58**	**1:06**	**1:13**	**1:18**	**1:

55 Germantown Transit Center (GTC) – Montgomery College (Germantown) - Milestone Ctr – Lakeforest TC – Shady Grove M – Rockville M

Ride On Montgomery County Transit



Please arrive at your stop several minutes ahead of your bus' scheduled arrival. Since safe service is a priority at Ride On, buses may be delayed due to traffic or weather.

55 To Rockville M

SUNDAY

SEE TIMEPOINT LOCATION ON ROUTE MAP

Germantown Transit Ctr (GTC)	Milestone Center	MD 355 & Middlebrook Rd	Travis Ave & Watkins Mill Rd	Lakeforest Transit Center	MD 355 & Deer Park Rd	MD 355 & Shady Grove Rd	Shady Grove M (West)	Montgomery Coll. (Rockville)	Rockville M (West)
1	3	4	5	6	7	8	9	10	11
5:30	5:36	5:41	5:47	5:53	6:01	6:04	6:07	6:15	6:20
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6:35	6:41	6:46	6:52	6:58	7:06	7:09	7:12	7:20	7:25
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10:25	10:31	10:36	10:43	10:50	10:59	11:03	11:06	11:14	11:19
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5:20	**5:27**	**5:32**	**5:39**	**5:46**	**5:54**	**5:57**	**6:01**	**6:10**	**6:16**
5:40	**5:47**	**5:52**	**5:59**	**6:06**	**6:14**	**6:17**	**6:21**	**6:30**	**6:36**
6:00	**6:07**	**6:12**	**6:19**	**6:26**	**6:34**	**6:37**	**6:41**	**6:50**	**6:56**
6:25	**6:32**	**6:37**	**6:44**	**6:51**	**6:59**	**7:02**	**7:06**	**7:15**	**7:21**
6:50	**6:57**	**7:02**	**7:09**	**7:16**	**7:24**	**7:27**	**7:31**	**7:40**	**7:46**
7:15	**7:22**	**7:27**	**7:34**	**7:41**	**7:49**	**7:52**	**7:56**	**8:05**	**8:11**
7:40	**7:47**	**7:52**	**7:59**	**8:06**	**8:14**	**8:17**	**8:21**	**8:30**	**8:36**
8:10	**8:16**	**8:20**	**8:26**	**8:32**	**8:39**	**8:42**	**8:45**	**8:53**	**8:58**
8:40	**8:46**	**8:50**	**8:56**	**9:02**	**9:09**	**9:12**	**9:15**	**9:23**	**9:28**
9:15	**9:21**	**9:25**	**9:31**	**9:37**	**9:44**	**9:47**	**9:50**	**9:58**	**10:03**
9:50	**9:56**	**10:00**	**10:06**	**10:12**	**10:19**	**10:22**	**10:25**	**10:33**	**10:38**
10:25	**10:31**	**10:35**	**10:41**	**10:47**	**10:54**	**10:57**	**11:00**	**11:08**	**11:13**
11:00	**11:06**	**11:10**	**11:16**	**11:22**	**11:29**	**11:32**	**11:35**	**11:43**	**11:48**
11:35	**11:41**	**11:45**	**11:51**	**11:57**	12:04	12:07	12:10	12:18	12:23

NOTES: AM PM

55 To Germantown Transit Center (GTC)

SUNDAY

SEE TIMEPOINT LOCATION ON ROUTE MAP

Rockville M (West)	Montgomery Coll. (Rockville)	Shady Grove M (West)	MD 355 & Shady Grove Rd	MD 355 & Deer Park Rd	Lakeforest Transit Center	Travis Ave & Watkins Mill Rd	MD 355 & Middlebrook Rd	Milestone Center	Germantown Transit Ctr (GTC)
11	10	9	8	7	6	5	4	3	1
5:55	6:03	6:10	6:13	6:16	6:24	6:31	6:37	6:41	6:47
6:30	6:38	6:45	6:48	6:51	6:59	7:06	7:12	7:16	7:22
7:05	7:13	7:20	7:23	7:26	7:34	7:41	7:47	7:51	7:57
7:35	7:43	7:50	7:53	7:56	8:04	8:11	8:17	8:21	8:27
8:05	8:14	8:21	8:25	8:28	8:38	8:46	8:52	8:56	9:02
8:30	8:39	8:46	8:50	8:53	9:03	9:11	9:17	9:21	9:27
8:55	9:04	9:11	9:15	9:18	9:28	9:36	9:42	9:46	9:52
9:20	9:29	9:36	9:40	9:43	9:53	10:01	10:07	10:11	10:17
9:40	9:49	9:56	10:00	10:03	10:13	10:21	10:27	10:31	10:37
10:00	10:09	10:16	10:20	10:23	10:33	10:41	10:47	10:51	10:57
10:20	10:29	10:36	10:40	10:43	10:53	11:01	11:07	11:11	11:17
10:40	10:49	10:56	11:00	11:03	11:13	11:21	11:27	11:31	11:37
11:00	11:09	11:16	11:20	11:23	11:33	11:41	11:47	11:51	11:57
11:15	11:24	11:31	11:35	11:38	11:48	11:56	**12:02**	**12:06**	**12:12**
11:30	11:39	11:46	11:50	11:53	**12:03**	**12:11**	**12:17**	**12:21**	**12:27**
11:45	11:55	**12:03**	**12:07**	**12:10**	**12:21**	**12:29**	**12:37**	**12:43**	**12:50**
12:00	**12:10**	**12:18**	**12:22**	**12:25**	**12:36**	**12:44**	**12:52**	**12:58**	**1:05**
12:15	**12:25**	**12:33**	**12:37**	**12:40**	**12:51**	**12:59**	**1:07**	**1:13**	**1:20**
12:30	**12:40**	**12:48**	**12:52**	**12:55**	**1:06**	**1:14**	**1:22**	**1:28**	**1:35**
12:45	**12:55**	**1:03**	**1:07**	**1:10**	**1:21**	**1:29**	**1:37**	**1:43**	**1:50**
1:00	**1:10**	**1:18**	**1:22**	**1:25**	**1:36**	**1:44**	**1:52**	**1:58**	**2:05**
1:15	**1:25**	**1:33**	**1:37**	**1:40**	**1:51**	**1:59**	**2:07**	**2:13**	**2:20**
1:30	**1:40**	**1:48**	**1:52**	**1:55**	**2:06**	**2:14**	**2:22**	**2:28**	**2:35**
1:45	**1:55**	**2:03**	**2:07**	**2:10**	**2:21**	**2:29**	**2:37**	**2:43**	**2:50**
2:00	**2:10**	**2:18**	**2:22**	**2:25**	**2:36**	**2:44**	**2:52**	**2:58**	**3:05**
2:15	**2:25**	**2:33**	**2:37**	**2:40**	**2:51**	**2:59**	**3:07**	**3:13**	**3:20**
2:30	**2:40**	**2:48**	**2:52**	**2:55**	**3:06**	**3:14**	**3:22**	**3:28**	**3:35**
2:45	**2:55**	**3:03**	**3:07**	**3:10**	**3:21**	**3:29**	**3:37**	**3:43**	**3:50**
3:00	**3:11**	**3:19**	**3:23**	**3:26**	**3:37**	**3:46**	**3:53**	**3:58**	**4:05**
3:15	**3:26**	**3:34**	**3:38**	**3:41**	**3:52**	**4:01**	**4:08**	**4:13**	**4:20**
3:30	**3:41**	**3:49**	**3:53**	**3:56**	**4:07**	**4:16**	**4:23**	**4:28**	**4:35**
3:45	**3:56**	**4:04**	**4:08**	**4:11**	**4:22**	**4:31**	**4:38**	**4:43**	**4:50**
4:00	**4:11**	**4:19**	**4:23**	**4:26**	**4:37**	**4:46**	**4:53**	**4:58**	**5:05**
4:15	**4:26**	**4:34**	**4:38**	**4:41**	**4:52**	**5:00**	**5:08**	**5:13**	**5:20**
4:30	**4:41**	**4:49**	**4:53**	**4:56**	**5:07**	**5:15**	**5:23**	**5:28**	**5:35**
4:45	**4:56**	**5:04**	**5:08**	**5:11**	**5:22**	**5:30**	**5:38**	**5:43**	**5:50**
5:05	**5:16**	**5:24**	**5:28**	**5:31**	**5:42**	**5:50**	**5:58**	**6:03**	**6:10**
5:25	**5:36**	**5:44**	**5:48**	**5:51**	**6:02**	**6:10**	**6:18**	**6:23**	**6:30**
5:45	**5:56**	**6:04**	**6:08**	**6:11**	**6:22**	**6:30**	**6:38**	**6:43**	**6:50**
6:05	**6:16**	**6:24**	**6:28**	**6:31**	**6:42**	**6:50**	**6:58**	**7:03**	**7:10**
6:25	**6:36**	**6:44**	**6:48**	**6:51**	**7:02**	**7:10**	**7:18**	**7:23**	**7:30**
6:45	**6:56**	**7:04**	**7:08**	**7:11**	**7:22**	**7:30**	**7:38**	**7:43**	**7:50**
7:05	**7:16**	**7:24**	**7:28**	**7:31**	**7:42**	**7:50**	**7:58**	**8:03**	**8:10**
7:25	**7:36**	**7:44**	**7:48**	**7:51**	**8:02**	**8:10**	**8:18**	**8:23**	**8:30**
7:50	**8:00**	**8:08**	**8:12**	**8:15**	**8:24**	**8:31**	**8:37**	**8:41**	**8:47**
8:15	**8:25**	**8:33**	**8:37**	**8:40**	**8:49**	**8:56**	**9:02**	**9:06**	**9:12**
8:40	**8:50**	**8:58**	**9:02**	**9:05**	**9:14**	**9:21**	**9:27**	**9:31**	**9:37**
9:10	**9:20**	**9:28**	**9:32**	**9:35**	**9:44**	**9:51**	**9:57**	**10:01**	**10:07**
9:40	**9:49**	**9:56**	**10:00**	**10:03**	**10:11**	**10:18**	**10:24**	**10:27**	**10:32**
10:10	**10:19**	**10:26**	**10:30**	**10:33**	**10:41**	**10:48**	**10:54**	**10:57**	**11:02**
10:40	**10:49**	**10:56**	**11:00**	**11:03**	**11:11**	**11:18**	**11:24**	**11:27**	**11:32**
11:10	**11:19**	**11:26**	**11:30**	**11:33**	**11:41**	**11:48**	**11:54**	**11:57**	12:02
11:45	**11:54**	12:01	12:05	12:08	12:16	12:23	12:29	12:32	12:37

NOTES: AM PM

FARES Effective October 2024

Regular Fare, Token, or SmarTrip®	**$1.00**
Transfer from MetroRail to Ride On buses	**$1.00**
Ride On to Metrobus Transfer with SmarTrip®	**$1.25**
SmarTrip® Transfer from MetroRail to Metrobus	**FREE**
Ride On Bus-to-Bus Transfer with SmarTrip®	**FREE**
Metrobus to Ride On Transfer with SmarTrip®	**FREE**
Seniors age 65 years or older with a Senior SmarTrip® card or valid Medicare Card and Photo ID	**FREE**
Person with disability with Metro Disabled ID Card	**FREE**
Person with disability with Metro Disability ID Card – Attendant Eligible Attendant also rides free.	**FREE**
MetroAccess - Certified Customer with ID **MetroAccess** - Companion	**FREE**
Children under age 5	**FREE**
Children 5 to 18 with a Youth Cruiser SmarTrip® Card or student ID Anytime	**FREE**

HOW TO RIDE A BUS

Check schedule for timepoint nearest your location. Wait at the blue and white **RIDE ON** bus stop sign. Arrive several minutes before scheduled time. Have exact fare ready (drivers do not make change).

- Not all stops are listed on a public timetable.
- If you are unfamiliar with your stop, sit or stand behind the line near the front of the bus and ask the bus driver to notify you when your stop is approaching.
- Ask the bus driver if you are not sure if the bus goes to your stop.
- If you have internet access (at home or somewhere else, such as a public library), it may be easier for you to use an online trip planner rather than a paper timetable.
- Be mindful of changes in the schedule, for holidays or bad weather.
- Please observe the following rules for all patrons: No eating, drinking, or smoking.
- Electronic devices may be played with earphones set at low level.

WELCOME TO RIDE ON

RIDE ON is a community bus service operated by the Montgomery County Department of Transportation.

RIDE ON operates over 75 routes that serve all 13 Montgomery County Metrorail stations and 7 MARC stations.

For detailed information, or to have timetables mailed, call **311**.

Outside Montgomery County **240-777-0311**

Visit our web site at:
www.rideonbus.com

Real Time information is available at:
www.rideonrealtime.com

Regular Mailing Address:
Montgomery County DOT
Division of Transit Services
101 Monroe Street, 5th
Floor Rockville, MD 20850

For more information, or to request this document in an alternate format or translated into another language, please call 311, or outside Montgomery County 240-777-0311.

Para más información o para pedir este documento en un formato diferente o traducido a otro idioma, por favor, llame al 311 o de fuera del Condado de Montgomery al 240-777-0311.

如需更多信息、需要以其它格式提供本文檔或需要將本文檔翻譯成其它語言，請撥打311。如果您不在蒙哥馬利郡，請撥打240–777–0311。

자세한 정보를 원하시거나 본 문서를 다른 형식 또는 다른 언어로의 번역본으로 원하실 경우, 전화번호 311, 또는 몽고메리 카운티 이외의 지역에서는 240–777–0311로 연락하시기 바랍니다.

ለተጨማሪ መረጃ፣ ወይም ይህንን ዶኩመንት በተለዋጭ መልክ ለመጠየቅ ወይም መጂኤሉ ቋንቋ ለማስተርጎም፣ እባክዎትን በ 311 ወይም ከሞንትጎመሪ ካውንቲ ውጪ 240-777-0311 ይደውሉ።

Pour plus d'informations ou pour recevoir un exemplaire de ce document sous un format différent ou traduit dans une autre langue, veuillez composer le 311 ou le 240-777-0311, à l'extérieur du comté de Montgomery.

Để tìm hiểu thêm, hoặc để yêu cầu cung cấp tài liệu này theo định dạng khác hay chuyển ngữ sang ngôn ngữ khác, vui lòng gọi 311 hoặc số 240-777-0311 nếu gọi từ bên ngoài Quận Montgomery.

HOLIDAY SCHEDULE

Weekday Schedule operates on Indigenous Peoples' Day

Saturday Schedule operates on Independence Day

Sunday Schedule operates on New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day
Special Schedule operates on MLK, Jr. Day, Presidents' Day, Juneteenth, Veterans Day

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Follow us on X
x.com/RideOnMCT

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Subscribe to text alerts by texting
MONTGOMERY RIDEON to 468311

YouTube
youtube.com/RideOnMCT

Instagram
instagram.com/RideOnMCT

Thank You for Riding with Us!

♻ Printed on recycled paper with soy-based ink

EFFECTIVE: JANUARY 12, 2025

55

Approximate travel time between stops

- Germantown Transit Center (GTC)
- 4-5 mins
- Montgomery College (Germantown) MON-SAT ONLY
- 3-5 mins
- Milestone Center
- 4-6 mins
- MD 355 & Middlebrook Rd
- 5-7 mins
- Travis Ave & Watkins Mill Rd
- 4-10 mins
- Lakeforest Transit Center
- 6-12 mins
- MD 355 & Deer Park Rd
- 2-4 mins
- MD 355 & Shady Grove Rd
- 3-5 mins
- Shady Grove M (West)
- 7-12 mins
- Montgomery College (Rockville)
- 5-9 mins
- Rockville M

SERVICE DAYS
DAILY

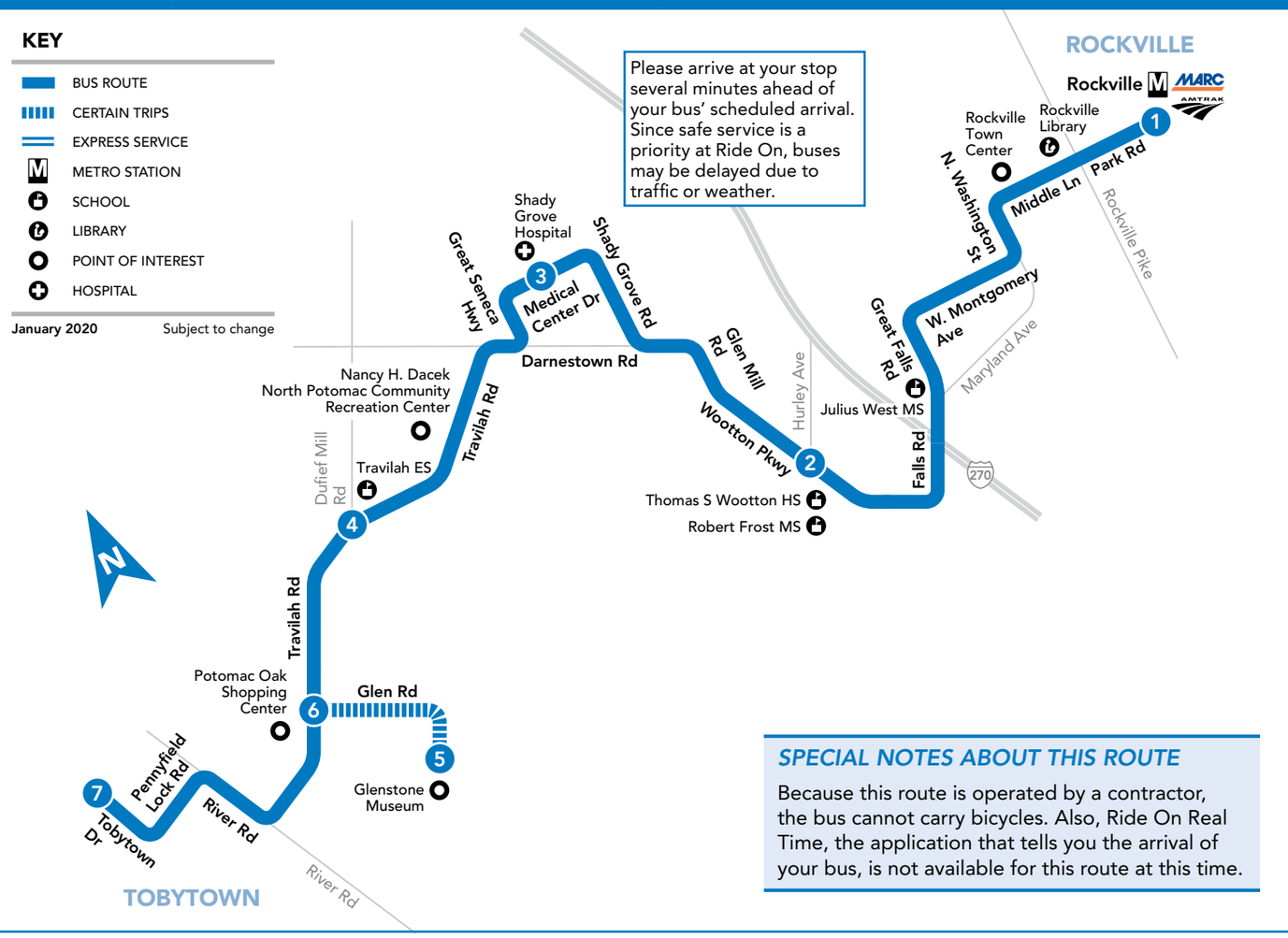
Ride On Montgomery County Transit
Telephone **311**
Online at **www.rideonbus.com**
Real Time Info at **www.rideonrealtime.com**

55 Line Guide.indd 2

301

Rockville Ⓜ – Rockville Town Center – Shady Grove Hospital – Nancy H. Dacek North Potomac Community Recreation Center – Glenstone Museum (certain trips) – Tobytown Dr

Ride On Montgomery County Transit



SPECIAL NOTES ABOUT THIS ROUTE

Because this route is operated by a contractor, the bus cannot carry bicycles. Also, Ride On Real Time, the application that tells you the arrival of your bus, is not available for this route at this time.

301 To Tobytown Dr

MONDAY THROUGH FRIDAY

SEE TIMEPOINT LOCATION ON ROUTE MAP

1 Rockville (East) Ⓜ Bay D	2 Wootton Pkwy & Hurley Ave	3 Shady Grove Hospital	4 Travilah Rd & Dufief Mill Rd	5 Glenstone Museum	6 Travilah Rd & Glen Rd	7 Tobytown Dr
6:40	6:51	6:57	7:07	7:12	7:15	7:20
8:10	8:21	8:27	8:37	8:42	8:45	8:50
9:45	9:56	10:02	10:12	10:18	10:21	10:25
11:15	11:26	11:32	11:42	11:48	11:51	11:55
12:45	**12:56**	**1:02**	**1:12**	**1:18**	**1:21**	**1:25**
2:15	**2:26**	**2:32**	**2:42**	**2:48**	**2:51**	**2:55**
3:45	**3:57**	**4:03**	**4:13**	**4:19**	**4:22**	**4:27**
5:15	**5:27**	**5:33**	**5:43**		**5:47**	**5:52**
6:45	**6:57**	**7:03**	**7:13**		**7:17**	**7:22**
NOTES:					AM	**PM**

301 To Rockville Ⓜ

MONDAY THROUGH FRIDAY

SEE TIMEPOINT LOCATION ON ROUTE MAP

7 Tobytown Dr	6 Travilah Rd & Glen Rd	5 Glenstone Museum	4 Travilah Rd & Dufief Mill Rd	3 Shady Grove Hospital	2 Wootton Pkwy & Hurley Ave	1 Rockville (East) Ⓜ Bay D
5:55	5:58		6:02	6:12	6:19	6:31
7:25	7:28		7:32	7:42	7:49	8:01
8:55	8:58	9:00	9:06	9:16	9:23	9:35
10:30	10:34	10:36	10:41	10:51	10:58	11:09
12:00	**12:04**	**12:06**	**12:11**	**12:21**	**12:28**	**12:39**
1:30	**1:34**	**1:36**	**1:41**	**1:51**	**1:58**	**2:09**
3:00	**3:04**	**3:06**	**3:11**	**3:21**	**3:28**	**3:38**
4:30	**4:34**	**4:36**	**4:41**	**4:51**	**4:58**	**5:08**
5:55	**5:59**	**6:01**	**6:06**	**6:16**	**6:23**	**6:33**
NOTES:					AM	**PM**

301 To Tobytown Dr

SATURDAY
SUNDAY

SEE TIMEPOINT LOCATION ON ROUTE MAP

1 Rockville (East) Ⓜ Bay D	2 Wootton Pkwy & Hurley Ave	3 Shady Grove Hospital	4 Travilah Rd & Dufief Mill Rd	5 Glenstone Museum	6 Travilah Rd & Glen Rd	7 Tobytown Dr
6:40	6:51	6:57	7:07		7:10	7:15
8:10	8:21	8:27	8:37	8:42	8:45	8:50
9:45	9:56	10:02	10:12	10:18	10:21	10:25
11:15	11:26	11:32	11:42	11:48	11:51	11:55
12:45	**12:56**	**1:02**	**1:12**	**1:18**	**1:21**	**1:25**
2:15	**2:26**	**2:32**	**2:42**	**2:48**	**2:51**	**2:55**
3:45	**3:57**	**4:03**	**4:13**	**4:19**	**4:22**	**4:27**
5:15	**5:27**	**5:33**	**5:43**	**5:49**	**5:52**	**5:57**
:45	**6:57**	**7:03**	**7:13**		**7:17**	**7:22**
ES:					AM	**PM**

301 To Rockville Ⓜ

SATURDAY
SUNDAY

SEE TIMEPOINT LOCATION ON ROUTE MAP

7 Tobytown Dr	6 Travilah Rd & Glen Rd	5 Glenstone Museum	4 Travilah Rd & Dufief Mill Rd	3 Shady Grove Hospital	2 Wootton Pkwy & Hurley Ave	1 Rockville (East) Ⓜ Bay D
5:55	5:58		6:02	6:12	6:19	6:31
7:25	7:28		7:32	7:42	7:49	8:01
8:55	8:58		9:02	9:12	9:19	9:31
10:30	10:34	10:36	10:41	10:51	10:58	11:09
12:00	**12:04**	**12:06**	**12:11**	**12:21**	**12:28**	**12:39**
1:30	**1:34**	**1:36**	**1:41**	**1:51**	**1:58**	**2:09**
3:00	**3:04**	**3:06**	**3:11**	**3:21**	**3:28**	**3:38**
4:30	**4:34**	**4:36**	**4:41**	**4:51**	**4:58**	**5:08**
6:00	**6:04**	**6:06**	**6:11**	**6:21**	**6:28**	**6:38**
NOTES:					AM	**PM**

HOW TO RIDE A BUS

Check schedule for timepoint nearest your location. Wait at the blue and white **RIDE ON** bus stop sign. Arrive several minutes before scheduled time. Have exact fare ready (drivers do not make change).

- Not all stops are listed on a public timetable.
- If you are unfamiliar with your stop, sit or stand behind the line near the front of the bus and ask the bus driver to notify you when your stop is approaching.
- Ask the bus driver if you are not sure if the bus goes to your stop.
- If you have internet access (at home or somewhere else, such as a public library), it may be easier for you to use an online trip planner rather than a paper timetable.
- Be mindful of changes in the schedule, for holidays or bad weather.
- Please observe the following rules for all patrons: No eating, drinking, or smoking.
- Electronic devices may be played with earphones set *at low level.*

HOW TO READ A TIMETABLE

- Find the schedule for the day of the week and the direction you wish to ride.
- Find the timepoints closest to your origin and destination. The timepoints are shown on the route map and indicate the time the bus is scheduled to be at the particular location. Your nearest bus stop may be between timepoints.
- Read down the column to see the times when a trip will be at the given timepoint. Read the times across to the right to see when the trip reaches other timepoints. If no time is shown, that trip does not serve that timepoint.

Montgomery County assures that no person shall, on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1987, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. For more information or to file a complaint, please contact the Montgomery County Office of Human Rights.

FARES Effective September 15, 2019

Regular Fare, Token, or SmarTrip®	**$2.00**
SmarTrip® Fare Transfer from MetroRail	**$1.50**
Seniors and persons with disability with valid ID (including attendant-eligible) except during free periods:	
Senior/Disabled SmarTrip® or Cash	**$1.00**
Senior/Disabled SmarTrip® Transfer from Metrorail	**$0.50**
Seniors age 65 years or older with a Senior SmarTrip® card or valid Metro Senior ID Card or with valid Medicare Card and Photo ID from 9:30 am – 3:00 pm Monday through Friday and Saturday from 8:30 am – 4:00 pm.	**FREE**
Person with disability with Metro Disabled ID Card from 9:30 am – 3:00 pm Monday through Friday and Saturday from 8:30 am – 4:00 pm.	**FREE**
Person with disability with Metro Disability ID Card – Attendant Eligible from 9:30 am – 3:00 pm Mon. through Fri. and Sat. from 8:30 am – 4:00 pm. Attendant rides half fare or free depending on time.	**FREE**
MetroAccess - Certified Customer with ID **MetroAccess** - Companion	**FREE**
Children under age 5	**FREE**
Local Bus Transfer with SmarTrip®	**FREE**
Children 5 to 18 with a Youth Cruiser SmarTrip® Card or student ID Anytime	**FREE**

GUARANTEED RIDE HOME

When you take Metrobus, Metrorail and Ride On to work, you are eligible to participate in the free Commuter Connections Guaranteed Ride Home Program. To register and to receive program details call:
Commuter Services at **301-770-POOL(7665)**.

METROACCESS

Alternative paratransit service to this Ride On route for people with certified disabilities is available. Call MetroAccess at **301-562-5360**.

Ride On
Montgomery County Transit

WELCOME TO RIDE ON

RIDE ON is a community bus service operated by the Montgomery County Department of Transportation.

RIDE ON operates over 75 routes that serve all 13 Montgomery County Metrorail stations and 7 MARC stations.

For detailed information, or to have timetables mailed, call **311**.

Outside Montgomery County **240-777-0311**

Visit our web site at:
www.rideonbus.com

Real Time information is available at:
www.rideonrealtime.com

Regular Mailing Address:
Montgomery County DOT
Division of Transit Services
101 Monroe Street, 5th Floor Rockville, MD 20850

For more information, or to request this document in an alternate format or translated into another language, please call 311, or outside Montgomery County 240-777-0311.

Para más información o para pedir este documento en un formato diferente o traducido a otro idioma, por favor, llame al 311 o de fuera del Condado de Montgomery al 240-777-0311.

如需更多信息、需要以其它格式提供本文檔或需要將本文檔翻譯成其它語言，請撥打311。如果您不在蒙哥馬利郡，請撥打240–777–0311。

자세한 정보를 원하시거나 본 문서를 다른 형식 또는 다른 언어로의 번역본으로 원하실 경우, 전화번호 311, 또는 몽고메리 카운티 이외의 지역에서는 240-777-0311로 연락하시기 바랍니다.

ለተጨማሪ መረጃ፡ ወይም ይህንን ዶኩመንት በተለዋጭ መልክ ለመጠየቅ ወይም ወደሌላ ቋንቋ ለማስተርጎም፡ ከባከዎትን በ 311 ወይም ከሞንትጎመሪ ካውንቲ ውጪ 240-777-0311 ይደውሉ።

Pour plus d'informations ou pour recevoir un exemplaire de ce document sous un format différent ou traduit dans une autre langue, veuillez composer le 311 ou le 240-777-0311, à l'extérieur du comté de Montgomery.

Để tìm hiểu thêm, hoặc để yêu cầu cung cấp tài liệu này theo định dạng khác hay chuyển ngữ sang ngôn ngữ khác, vui lòng gọi 311 hoặc số 240-777-0311 nếu gọi từ bên ngoài Quận Montgomery.

HOLIDAY SCHEDULE

Weekday Schedule operates on Indigenous Peoples' Day

Saturday Schedule operates on Independence Day

Sunday Schedule operates on New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day

Special Schedule operates on MLK, Jr. Day, Presidents' Day, Veterans Day

Like us on Facebook *facebook.com/RideOnMCT*
Follow us on Twitter *twitter.com/RideOnMCT*

Subscribe to email alerts at *www.montgomerycountymd.gov/govdelivery*

Subscribe to text alerts by texting *MONTGOMERY RIDEON to 468311*

YouTube *youtube.com/RideOnMCT*
Instagram *instagram.com/RideOnMCT*

Thank You for Riding with Us!

♻ Printed on recycled paper with soy-based ink

EFFECTIVE: SEPTEMBER 27, 2020

301

Points of Interest along the route	Approximate travel time between stops
Rockville M	
	11-12 mins
Wootton Pkwy & Hurley Ave	
Robert Frost MS Thomas S. Wootton HS	6 mins
Shady Grove Hospital	
Nancy H. Dacek North Potomac Community Rec. Ctr.	10 mins
Travilah ES	
Travilah Rd & Dufief Mill Rd	
	3-4 mins
Travilah Rd & Glen Rd	
	2-3 mins
3-5 mins	*Glenstone Museum* CERTAIN TRIPS
	5-8 mins
Tobytown Dr	

SERVICE DAYS

DAILY

Ride On
Montgomery County Transit

Telephone **311**
Online at **www.rideonbus.com**

T2 To Rockville M

MONDAY THROUGH FRIDAY

SEE TIMEPOINT LOCATION ON ROUTE MAP

Friendship Heights M	River Rd & Goldsboro Rd	River Rd & Wilson Ln	River Rd & Bradley Blvd	River Rd & Falls Rd	Falls Rd & Tuckerman Ln	Falls Rd & Wootton Pkwy	Rockville M (Eastside)
1	2	3	4	5	6	7	8
5:30	5:38	5:40	5:46	5:50	5:56	6:00	6:07
6:00	6:08	6:10	6:16	6:20	6:26	6:30	6:37
6:30	6:40	6:43	6:51	6:57	7:05	7:10	7:18
7:00	7:10	7:13	7:21	7:27	7:35	7:40	7:48
7:30	7:40	7:43	7:51	7:57	8:05	8:10	8:18
8:00	8:11	8:13	8:20	8:25	8:32	8:37	8:45
8:30	8:41	8:43	8:50	8:55	9:02	9:07	9:15
9:00	9:11	9:13	9:20	9:25	9:32	9:37	9:45
9:30	9:40	9:43	9:50	9:55	10:01	10:05	10:12
10:00	10:10	10:13	10:20	10:25	10:31	10:35	10:42
10:30	10:40	10:43	10:50	10:55	11:01	11:05	11:12
11:00	11:10	11:13	11:20	11:25	11:31	11:35	11:42
11:30	11:40	11:43	11:50	11:55	**12:01**	**12:05**	**12:12**
12:00	**12:10**	**12:13**	**12:20**	**12:25**	**12:31**	**12:35**	**12:42**
12:30	**12:40**	**12:43**	**12:50**	**12:55**	**1:02**	**1:06**	**1:14**
1:00	**1:10**	**1:13**	**1:20**	**1:25**	**1:32**	**1:36**	**1:44**
1:30	**1:40**	**1:43**	**1:50**	**1:55**	**2:02**	**2:06**	**2:14**
2:00	**2:10**	**2:13**	**2:20**	**2:25**	**2:32**	**2:36**	**2:44**
2:30	**2:42**	**2:46**	**2:56**	**3:03**	**3:11**	**3:16**	**3:24**
3:00	**3:12**	**3:16**	**3:26**	**3:33**	**3:41**	**3:46**	**3:54**
3:30	**3:42**	**3:46**	**3:56**	**4:03**	**4:11**	**4:16**	**4:24**
4:00	**4:12**	**4:16**	**4:26**	**4:33**	**4:41**	**4:46**	**4:54**
4:30	**4:42**	**4:46**	**4:56**	**5:03**	**5:11**	**5:16**	**5:24**
5:00	**5:12**	**5:16**	**5:26**	**5:33**	**5:41**	**5:46**	**5:54**
5:30	**5:42**	**5:46**	**5:56**	**6:03**	**6:11**	**6:16**	**6:24**
6:00	**6:09**	**6:12**	**6:18**	**6:23**	**6:29**	**6:33**	**6:40**
6:35	**6:44**	**6:47**	**6:53**	**6:58**	**7:04**	**7:08**	**7:15**

NOTES: | AM | **PM**

T2 To Friendship Heights M

MONDAY THROUGH FRIDAY

SEE TIMEPOINT LOCATION ON ROUTE MAP

Rockville M (Eastside)	Falls Rd & Wootton Pkwy	Falls Rd & Tuckerman Ln	River Rd & Falls Rd	River Rd & Wilson Ln	River Rd & Goldsboro Rd	Friendship Heights M
8	7	6	5	3	2	1
5:30	5:37	5:41	5:47	5:56	5:58	6:05
6:00	6:08	6:12	6:19	6:30	6:33	6:42
6:30	6:38	6:42	6:49	7:00	7:03	7:12
7:00	7:09	7:14	7:22	7:35	7:39	7:49
7:30	7:39	7:44	7:52	8:05	8:09	8:19
8:00	8:09	8:14	8:22	8:35	8:39	8:49
8:30	8:39	8:44	8:52	9:05	9:09	9:19
9:00	9:09	9:13	9:20	9:31	9:34	9:44
9:30	9:39	9:43	9:50	10:01	10:04	10:14
10:00	10:09	10:13	10:20	10:31	10:34	10:44
10:30	10:39	10:43	10:50	11:01	11:04	11:14
11:00	11:09	11:13	11:20	11:31	11:34	11:44
11:30	11:39	11:43	11:50	**12:01**	**12:04**	**12:14**
12:00	**12:09**	**12:13**	**12:20**	**12:31**	**12:34**	**12:44**
12:30	**12:39**	**12:43**	**12:50**	**1:01**	**1:04**	**1:14**
1:00	**1:09**	**1:13**	**1:20**	**1:31**	**1:34**	**1:44**
1:30	**1:39**	**1:43**	**1:50**	**2:01**	**2:04**	**2:14**
2:00	**2:08**	**2:13**	**2:20**	**2:33**	**2:36**	**2:46**
2:30	**2:38**	**2:43**	**2:50**	**3:03**	**3:06**	**3:16**
3:00	**3:08**	**3:13**	**3:20**	**3:33**	**3:36**	**3:46**
3:30	**3:38**	**3:43**	**3:50**	**4:03**	**4:06**	**4:16**
4:00	**4:10**	**4:15**	**4:23**	**4:36**	**4:39**	**4:49**
4:30	**4:40**	**4:45**	**4:53**	**5:06**	**5:09**	**5:19**
5:00	**5:10**	**5:15**	**5:23**	**5:36**	**5:39**	**5:49**
5:30	**5:38**	**5:43**	**5:50**	**6:01**	**6:03**	**6:11**
6:00	**6:08**	**6:13**	**6:20**	**6:31**	**6:33**	**6:41**
6:30	**6:38**	**6:43**	**6:50**	**7:01**	**7:03**	**7:11**
7:00	**7:07**	**7:11**	**7:17**	**7:26**	**7:28**	**7:35**

NOTES: | AM | **PM**

Weekday service is operated by metrobus. Information: (202) 637-7000 or wmata.com

T2 To Rockville M

SATURDAY

SEE TIMEPOINT LOCATION ON ROUTE MAP

Friendship Heights M	River Rd & Goldsboro Rd	River Rd & Wilson Ln	River Rd & Bradley Blvd	River Rd & Falls Rd	Falls Rd & Tuckerman Ln	Falls Rd & Wootton Pkwy	Rockville M (Eastside)
1	2	3	4	5	6	7	8
6:40	6:48	6:51	6:57	7:01	7:08	7:12	7:18
7:25	7:33	7:36	7:42	7:46	7:53	7:57	8:03
8:10	8:18	8:21	8:27	8:31	8:38	8:42	8:48
8:55	9:03	9:06	9:12	9:16	9:23	9:27	9:33
9:35	9:44	9:47	9:53	9:57	10:05	10:09	10:16
10:10	10:19	10:22	10:28	10:32	10:40	10:44	10:51
10:45	10:54	10:57	11:03	11:07	11:15	11:19	11:26
11:20	11:29	11:32	11:38	11:42	11:50	11:54	**12:01**
11:55	**12:04**	**12:07**	**12:13**	**12:17**	**12:25**	**12:29**	**12:36**
12:30	**12:39**	**12:42**	**12:48**	**12:52**	**1:00**	**1:04**	**1:11**
1:05	**1:14**	**1:17**	**1:23**	**1:27**	**1:35**	**1:39**	**1:46**
1:40	**1:49**	**1:52**	**1:58**	**2:02**	**2:10**	**2:14**	**2:21**
2:15	**2:24**	**2:27**	**2:33**	**2:37**	**2:45**	**2:49**	**2:56**
2:50	**3:00**	**3:03**	**3:10**	**3:14**	**3:22**	**3:26**	**3:33**
3:25	**3:35**	**3:38**	**3:45**	**3:49**	**3:57**	**4:01**	**4:08**
4:00	**4:10**	**4:13**	**4:20**	**4:24**	**4:32**	**4:36**	**4:43**
4:35	**4:45**	**4:48**	**4:55**	**4:59**	**5:07**	**5:11**	**5:18**
5:15	**5:25**	**5:28**	**5:35**	**5:39**	**5:47**	**5:51**	**5:58**
6:00	**6:10**	**6:13**	**6:20**	**6:24**	**6:32**	**6:36**	**6:43**
6:45	**6:53**	**6:55**	**7:02**	**7:06**	**7:13**	**7:17**	**7:24**
7:30	**7:38**	**7:40**	**7:47**	**7:51**	**7:58**	**8:02**	**8:09**

NOTES: | AM | **PM**

T2 To Friendship Heights M

SATURDAY

SEE TIMEPOINT LOCATION ON ROUTE MAP

Rockville M (Eastside)	Falls Rd & Wootton Pkwy	Falls Rd & Tuckerman Ln	River Rd & Falls Rd	River Rd & Bradley Blvd	River Rd & Wilson Ln	River Rd & Goldsboro Rd	Friendship Heights M
8	7	6	5	4	3	2	1
6:45	6:51	6:54	7:01	7:04	7:10	7:13	7:20
7:30	7:36	7:39	7:46	7:49	7:55	7:58	8:05
8:15	8:21	8:24	8:31	8:34	8:40	8:43	8:50
9:00	9:07	9:11	9:18	9:21	9:27	9:30	9:37
9:45	9:52	9:56	10:03	10:06	10:12	10:15	10:22
10:25	10:32	10:36	10:43	10:46	10:52	10:55	11:02
11:00	11:07	11:11	11:18	11:21	11:27	11:30	11:37
11:35	11:42	11:46	11:53	11:56	**12:02**	**12:05**	**12:12**
12:10	**12:17**	**12:21**	**12:28**	**12:31**	**12:37**	**12:40**	**12:47**
12:45	**12:53**	**12:58**	**1:06**	**1:10**	**1:17**	**1:20**	**1:27**
1:20	**1:28**	**1:33**	**1:41**	**1:45**	**1:52**	**1:55**	**2:02**
1:55	**2:03**	**2:08**	**2:16**	**2:20**	**2:27**	**2:30**	**2:37**
2:30	**2:38**	**2:43**	**2:51**	**2:55**	**3:02**	**3:05**	**3:12**
3:05	**3:13**	**3:18**	**3:26**	**3:30**	**3:37**	**3:40**	**3:47**
3:40	**3:48**	**3:53**	**4:01**	**4:05**	**4:12**	**4:15**	**4:22**
4:15	**4:23**	**4:28**	**4:36**	**4:40**	**4:47**	**4:50**	**4:57**
4:50	**4:58**	**5:03**	**5:11**	**5:15**	**5:22**	**5:25**	**5:32**
5:25	**5:32**	**5:36**	**5:43**	**5:47**	**5:53**	**5:56**	**6:03**
6:05	**6:12**	**6:16**	**6:23**	**6:27**	**6:33**	**6:36**	**6:43**
6:50	**6:57**	**7:01**	**7:08**	**7:12**	**7:18**	**7:21**	**7:28**
7:35	**7:42**	**7:46**	**7:53**	**7:57**	**8:03**	**8:06**	**8:13**

NOTES: | AM | **PM**

SATURDAY SERVICE IS OPERATED BY RIDE ON

T2 To Rockville M

SUNDAY

SEE TIMEPOINT LOCATION ON ROUTE MAP

Friendship Heights M	River Rd & Goldsboro Rd	River Rd & Wilson Ln	River Rd & Bradley Blvd	River Rd & Falls Rd	Falls Rd & Tuckerman Ln	Falls Rd & Wootton Pkwy	Rockville M (Eastside)
1	2	3	4	5	6	7	8
6:40	6:48	6:51	6:57	7:01	7:08	7:12	7:18
7:25	7:33	7:36	7:42	7:46	7:53	7:57	8:03
8:10	8:18	8:21	8:27	8:31	8:38	8:42	8:48
8:55	9:03	9:06	9:12	9:16	9:23	9:27	9:33
9:35	9:44	9:47	9:53	9:57	10:05	10:09	10:16
10:10	10:19	10:22	10:28	10:32	10:40	10:44	10:51
10:45	10:54	10:57	11:03	11:07	11:15	11:19	11:26
11:20	11:29	11:32	11:38	11:42	11:50	11:54	**12:01**
11:55	**12:04**	**12:07**	**12:13**	**12:17**	**12:25**	**12:29**	**12:36**
12:30	**12:39**	**12:42**	**12:48**	**12:52**	**1:00**	**1:04**	**1:11**
1:05	**1:14**	**1:17**	**1:23**	**1:27**	**1:35**	**1:39**	**1:46**
1:40	**1:49**	**1:52**	**1:58**	**2:02**	**2:10**	**2:14**	**2:21**
2:15	**2:24**	**2:27**	**2:33**	**2:37**	**2:45**	**2:49**	**2:56**
2:50	**3:00**	**3:03**	**3:10**	**3:14**	**3:22**	**3:26**	**3:33**
3:25	**3:35**	**3:38**	**3:45**	**3:49**	**3:57**	**4:01**	**4:08**
4:00	**4:10**	**4:13**	**4:20**	**4:24**	**4:32**	**4:36**	**4:43**
4:35	**4:45**	**4:48**	**4:55**	**4:59**	**5:07**	**5:11**	**5:18**
5:15	**5:25**	**5:28**	**5:35**	**5:39**	**5:47**	**5:51**	**5:58**
6:00	**6:10**	**6:13**	**6:20**	**6:24**	**6:32**	**6:36**	**6:43**
6:45	**6:53**	**6:55**	**7:02**	**7:06**	**7:13**	**7:17**	**7:24**
7:30	**7:38**	**7:40**	**7:47**	**7:51**	**7:58**	**8:02**	**8:09**

NOTES: | AM | **PM**

T2 To Friendship Heights M

SUNDAY

SEE TIMEPOINT LOCATION ON ROUTE MAP

Rockville M (Eastside)	Falls Rd & Wootton Pkwy	Falls Rd & Tuckerman Ln	River Rd & Falls Rd	River Rd & Bradley Blvd	River Rd & Wilson Ln	River Rd & Goldsboro Rd	Friendship Heights M
8	7	6	5	4	3	2	1
6:45	6:51	6:54	7:01	7:04	7:10	7:13	7:20
7:30	7:36	7:39	7:46	7:49	7:55	7:58	8:05
8:15	8:21	8:24	8:31	8:34	8:40	8:43	8:50
9:00	9:07	9:11	9:18	9:21	9:27	9:30	9:37
9:45	9:52	9:56	10:03	10:06	10:12	10:15	10:22
10:25	10:32	10:36	10:43	10:46	10:52	10:55	11:02
11:00	11:07	11:11	11:18	11:21	11:27	11:30	11:37
11:35	11:42	11:46	11:53	11:56	**12:02**	**12:05**	**12:12**
12:10	**12:17**	**12:21**	**12:28**	**12:31**	**12:37**	**12:40**	**12:47**
12:45	**12:53**	**12:58**	**1:06**	**1:10**	**1:17**	**1:20**	**1:27**
1:20	**1:28**	**1:33**	**1:41**	**1:45**	**1:52**	**1:55**	**2:02**
1:55	**2:03**	**2:08**	**2:16**	**2:20**	**2:27**	**2:30**	**2:37**
2:30	**2:38**	**2:43**	**2:51**	**2:55**	**3:02**	**3:05**	**3:12**
3:05	**3:13**	**3:18**	**3:26**	**3:30**	**3:37**	**3:40**	**3:47**
3:40	**3:48**	**3:53**	**4:01**	**4:05**	**4:12**	**4:15**	**4:22**
4:15	**4:23**	**4:28**	**4:36**	**4:40**	**4:47**	**4:50**	**4:57**
4:50	**4:58**	**5:03**	**5:11**	**5:15**	**5:22**	**5:25**	**5:32**
5:25	**5:32**	**5:36**	**5:43**	**5:47**	**5:53**	**5:56**	**6:03**
6:05	**6:12**	**6:16**	**6:23**	**6:27**	**6:33**	**6:36**	**6:43**
6:50	**6:57**	**7:01**	**7:08**	**7:12**	**7:18**	**7:21**	**7:28**
7:35	**7:42**	**7:46**	**7:53**	**7:57**	**8:03**	**8:06**	**8:13**

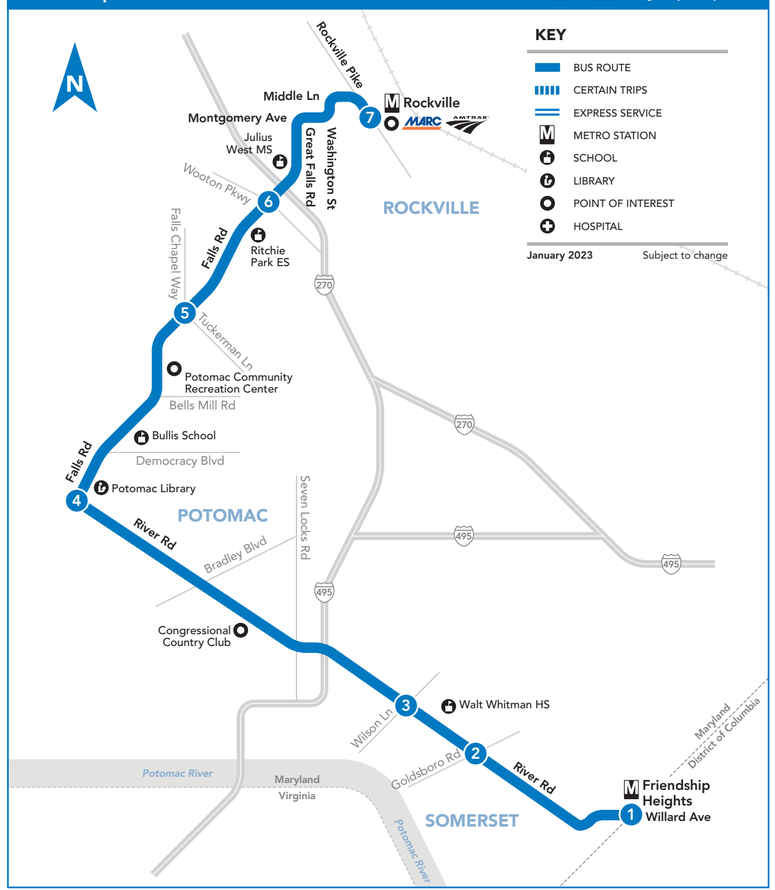
NOTES: | AM | **PM**

SUNDAY SERVICE IS OPERATED BY RIDE ON

Please arrive at your stop several minutes ahead of your bus' scheduled arrival. Since safe service is a priority at Ride On, buses may be delayed due to traffic or weather.

T2 Friendship Heights M – River Road – Falls Road – Rockville M

Ride On Montgomery County Transit



HOW TO RIDE A BUS

Check schedule for timepoint nearest your location. Wait at the blue and white **RIDE ON** bus stop sign. Arrive several minutes before scheduled time. Have exact fare ready (drivers do not make change).

- Not all stops are listed on a public timetable.
- If you are unfamiliar with your stop, sit or stand behind the line near the front of the bus and ask the bus driver to notify you when your stop is approaching.
- Ask the bus driver if you are not sure if the bus goes to your stop.
- If you have internet access (at home or somewhere else, such as a public library), it may be easier for you to use an online trip planner rather than a paper timetable.
- Be mindful of changes in the schedule, for holidays or bad weather.
- Please observe the following rules for all patrons: No eating, drinking, or smoking.
- Electronic devices may be played with earphones set *at low level*.

HOW TO READ A TIMETABLE

- Find the schedule for the day of the week and the direction you wish to ride.
- Find the timepoints closest to your origin and destination. The timepoints are shown on the route map and indicate the time the bus is scheduled to be at the particular location. Your nearest bus stop may be between timepoints.
- Read down the column to see the times when a trip will be at the given timepoint. Read the times across to the right to see when the trip reaches other timepoints. If no time is shown, that trip does not serve that timepoint.

FARES Effective October 2024

Regular Fare, Token, or SmarTrip®	**$1.00**
Transfer from MetroRail to Ride On buses	**$1.00**
SmarTrip® Transfer from MetroRail to Metrobus	**FREE**
Ride On Bus-to-Bus Transfer with SmarTrip®	**FREE**
Ride On to Metrobus Transfer with SmarTrip®	**$1.25**
Metrobus to Ride On Transfer with SmarTrip®	**FREE**
Seniors age 65 years or older with a Senior SmarTrip® card or valid Medicare Card and Photo ID	**FREE**
Person with disability with Metro Disabled ID Card	
Person with disability with Metro Disability ID Card – Attendant Eligible Attendant also rides free.	
MetroAccess - Certified Customer with ID **MetroAccess** - Companion	
Children under age 5	**FREE**
Children 5 to 18 with a Youth Cruiser SmarTrip® Card or student ID Anytime	

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Outside Montgomery County **240-777-0311**

Visit our web site at:
www.rideonbus.com

Real Time information is available at:
www.rideonrealtime.com

Regular Mailing Address:
Montgomery County DOT
Division of Transit Services
101 Monroe Street, 5th Floor Rockville, MD 20850

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አተጨማሪ መረጃ፡ ወይም ይህንን ዶኩመንት በተለዋጭ መልክ ለመጠየቅ ወይም ወደሌላ ቋንቋ ለማስተርጎም፡ እባክዎትን በ 311 ወይም ከሞንትጎመሪ ካውንቲ ውጪ 240-777-0311 ይደውሉ።

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Để tìm hiểu thêm, hoặc để yêu cầu cung cấp tài liệu này theo định dạng khác hay chuyển ngữ sang ngôn ngữ khác, vui lòng gọi 311 hoặc số 240-777-0311 nếu gọi từ bên ngoài Quận Montgomery.

HOLIDAY SCHEDULE

Weekday Schedule operates on Indigenous Peoples' Day

Saturday Schedule operates on Independence Day

Sunday Schedule operates on New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day

Special Schedule operates on MLK, Jr. Day, Presidents' Day, Juneteenth, Veterans Day

Like us on Facebook facebook.com/RideOnMCT
Follow us on Twitter twitter.com/RideOnMCT

Subscribe to email alerts at www.montgomerycountymd.gov/govdelivery

Subscribe to text alerts by texting MONTGOMERY RIDEON to 468311

YouTube youtube.com/RideOnMCT
Instagram instagram.com/RideOnMCT

Thank You for Riding with Us!

♻ Printed on recycled paper with soy-based ink

SS-Revised

EFFECTIVE: JANUARY 29, 2023

T2

Approximate travel time between stops

- Friendship Heights M
- 8-12 mins
- River Rd & Goldsboro Rd
- 2-4 mins
- River Rd & Wilson Ln
- 6-10 mins
- River Rd & Bradley Blvd
- 4-7 mins
- River Rd & Falls Rd
- 6-8 mins
- Falls Rd & Tuckerman Ln
- 4-5 mins
- Falls Rd & Wootton Pkwy
- 7-8 mins
- Rockville M

SERVICE DAYS

WEEKDAY SERVICE Operated by WMATA

WEEKEND SERVICE Operated by Ride On

Ride On Montgomery County Transit

Telephone **311**
Online at **www.rideonbus.com**
Real Time Info at **www.rideonrealtime.com**

45 To Twinbrook M

MONDAY THROUGH FRIDAY

SEE TIMEPOINT LOCATION ON ROUTE MAP

Rockville Reg. Transit Center	Hurley Ave & Wootton Pkwy	Hurley Ave & MD 28	Rockville Senior Center	College Pkwy & Princeton Place	Rockville (East) M	Baltimore Rd & Twinbrook Pkwy	Twinbrook (East) M
1	2	3	4	5	6	7	8
5:15	5:21	5:24		5:30	5:40	5:45	5:52
6:05	6:11	6:14		6:20	6:30	6:35	6:42
6:40	6:46	6:49		6:55	7:07	7:14	7:22
7:05	7:13	7:16		7:22	7:34	7:40	7:50
7:30	7:38	7:41		7:47	7:59	8:05	8:15
7:55	8:03	8:06		8:12	8:24	8:30	8:40
8:25	8:33	8:36		8:42	8:54	9:00	9:10
9:00	9:08	9:11	9:17	9:21	9:33	9:39	9:49
9:35	9:41	9:44		9:50	10:02	10:08	10:15
10:10	10:16	10:19	10:25	10:29	10:41	10:47	10:54
10:50	10:56	10:59		11:05	11:17	11:23	11:30
11:30	11:36	11:39	11:45	11:49	**12:01**	**12:07**	**12:14**
12:10	**12:16**	**12:19**		**12:25**	**12:37**	**12:43**	**12:50**
12:50	**12:56**	**12:59**	**1:05**	**1:09**	**1:21**	**1:27**	**1:34**
1:30	**1:37**	**1:40**		**1:46**	**1:58**	**2:04**	**2:12**
2:10	**2:17**	**2:20**	**2:26**	**2:30**	**2:42**	**2:48**	**2:56**
2:50	**2:57**	**3:00**		**3:06**	**3:18**	**3:24**	**3:32**
3:30	**3:37**	**3:40**		**3:46**	**3:58**	**4:04**	**4:12**
4:00	**4:07**	**4:10**		**4:16**	**4:28**	**4:34**	**4:42**
4:25	**4:32**	**4:35**		**4:41**	**4:53**	**4:59**	**5:07**
4:50	**4:57**	**5:00**		**5:06**	**5:18**	**5:25**	**5:32**
5:15	**5:22**	**5:25**		**5:31**	**5:43**	**5:50**	**5:57**
5:45	**5:52**	**5:55**		**6:01**	**6:13**	**6:20**	**6:27**
6:15	**6:22**	**6:25**		**6:31**	**6:43**	**6:50**	**6:57**
6:45	**6:52**	**6:55**		**7:01**	**7:12**	**7:18**	**7:25**
7:15	**7:22**	**7:25**		**7:31**	**7:42**	**7:48**	**7:55**
7:45	**7:52**	**7:55**		**8:01**	**8:12**	**8:18**	**8:25**
8:15	**8:22**	**8:25**		**8:31**	**8:42**	**8:48**	**8:55**

NOTES: AM | **PM**

45 To Rockville Regional Transit Center

MONDAY THROUGH FRIDAY

SEE TIMEPOINT LOCATION ON ROUTE MAP

Twinbrook (East) M	Baltimore Rd & Twinbrook Pkwy	Rockville (East) M	College Pkwy & Princeton Place	Rockville Senior Center	Hurley Ave & MD 28	Hurley Ave & Wootton Pkwy	Rockville Reg. Transit Center
8	7	6	5	4	3	2	1
5:20	5:28	5:34	5:42		5:48	5:50	5:56
5:55	6:04	6:10	6:20		6:26	6:29	6:35
6:20	6:29	6:35	6:45		6:51	6:54	7:00
6:45	6:54	7:00	7:10		7:16	7:19	7:25
7:05	7:14	7:20	7:30		7:36	7:39	7:45
7:25	7:36	7:43	7:54		8:00	8:03	8:10
7:45	7:56	8:03	8:14		8:20	8:23	8:30
8:10	8:21	8:28	8:39		8:45	8:48	8:55
8:40	8:51	8:58	9:09	9:15	9:20	9:23	9:30
9:15	9:26	9:33	9:44		9:50	9:53	10:00
9:55	10:04	10:11	10:23	10:29	10:34	10:37	10:44
10:35	10:44	10:51	11:03		11:09	11:12	11:19
11:15	11:24	11:31	11:43	11:49	11:54	11:57	**12:04**
11:55	**12:04**	**12:11**	**12:23**		**12:29**	**12:32**	**12:39**
12:35	**12:44**	**12:51**	**1:03**	**1:09**	**1:14**	**1:17**	**1:24**
1:15	**1:24**	**1:31**	**1:43**		**1:49**	**1:52**	**1:59**
1:55	**2:04**	**2:11**	**2:23**	**2:29**	**2:34**	**2:37**	**2:44**
2:35	**2:47**	**2:55**	**3:07**		**3:13**	**3:16**	**3:22**
3:05	**3:17**	**3:25**	**3:37**		**3:43**	**3:46**	**3:52**
3:30	**3:42**	**3:50**	**4:02**		**4:08**	**4:11**	**4:17**
3:55	**4:07**	**4:15**	**4:27**		**4:33**	**4:36**	**4:42**
4:20	**4:32**	**4:40**	**4:52**		**4:58**	**5:01**	**5:07**
4:50	**5:02**	**5:10**	**5:22**		**5:28**	**5:31**	**5:37**
5:15	**5:31**	**5:40**	**5:51**		**5:57**	**6:00**	**6:06**
5:45	**6:01**	**6:10**	**6:21**		**6:27**	**6:30**	**6:36**
6:15	**6:26**	**6:34**	**6:45**		**6:51**	**6:54**	**7:00**
6:45	**6:56**	**7:04**	**7:15**		**7:21**	**7:24**	**7:30**
7:20	**7:31**	**7:39**	**7:50**		**7:56**	**7:59**	**8:05**
7:55	**8:06**	**8:14**	**8:25**		**8:31**	**8:34**	**8:40**

NOTES: AM | **PM**

45 To Twinbrook M

SATURDAY

SEE TIMEPOINT LOCATION ON ROUTE MAP

Rockville Reg. Transit Center	Hurley Ave & Wootton Pkwy	Hurley Ave & MD 28	College Pkwy & Princeton Place	Rockville (East) M	Baltimore Rd & Twinbrook Pkwy	Twinbrook (East) M
1	2	3	5	6	7	8
6:30	6:35	6:37	6:42	6:52	6:57	7:03
7:15	7:20	7:22	7:27	7:37	7:42	7:48
8:00	8:05	8:07	8:12	8:22	8:27	8:33
8:45	8:50	8:53	8:59	9:09	9:15	9:21
9:30	9:35	9:38	9:44	9:54	10:00	10:06
10:15	10:20	10:23	10:29	10:39	10:45	10:51
11:00	11:05	11:08	11:14	11:24	11:30	11:36
11:45	11:50	11:53	11:59	**12:09**	**12:15**	**12:21**
12:30	**12:35**	**12:38**	**12:44**	**12:54**	**1:00**	**1:06**
1:15	**1:20**	**1:23**	**1:29**	**1:39**	**1:45**	**1:51**
2:00	**2:05**	**2:08**	**2:14**	**2:24**	**2:30**	**2:36**
2:45	**2:50**	**2:53**	**2:59**	**3:09**	**3:15**	**3:21**
3:30	**3:35**	**3:38**	**3:44**	**3:54**	**4:00**	**4:06**
4:15	**4:20**	**4:23**	**4:29**	**4:39**	**4:45**	**4:51**
5:00	**5:05**	**5:08**	**5:14**	**5:24**	**5:30**	**5:36**
5:45	**5:50**	**5:53**	**5:59**	**6:09**	**6:14**	**6:20**
6:30	**6:35**	**6:38**	**6:44**	**6:54**	**6:59**	**7:05**
7:15	**7:20**	**7:23**	**7:29**	**7:39**	**7:44**	**7:50**
8:00	**8:05**	**8:08**	**8:14**	**8:24**	**8:29**	**8:35**

NOTES: AM | **PM**

45 To Rockville Regional Transit Center

SATURDAY

SEE TIMEPOINT LOCATION ON ROUTE MAP

Twinbrook (East) M	Baltimore Rd & Twinbrook Pkwy	Rockville (East) M	College Pkwy & Princeton Place	Hurley Ave & MD 28	Hurley Ave & Wootton Pkwy	Rockville Reg. Transit Center
8	7	6	5	3	2	1
6:30	6:37	6:43	6:52	6:57	6:59	7:04
7:15	7:22	7:28	7:37	7:42	7:44	7:49
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8:00	**8:07**	**8:13**	**8:22**	**8:27**	**8:30**	**8:35**

NOTES: AM | **PM**

There is NO Sunday service on this route

Please arrive at your stop several minutes ahead of your bus' scheduled arrival. Since safe service is a priority at Ride On, buses may be delayed due to traffic or weather.

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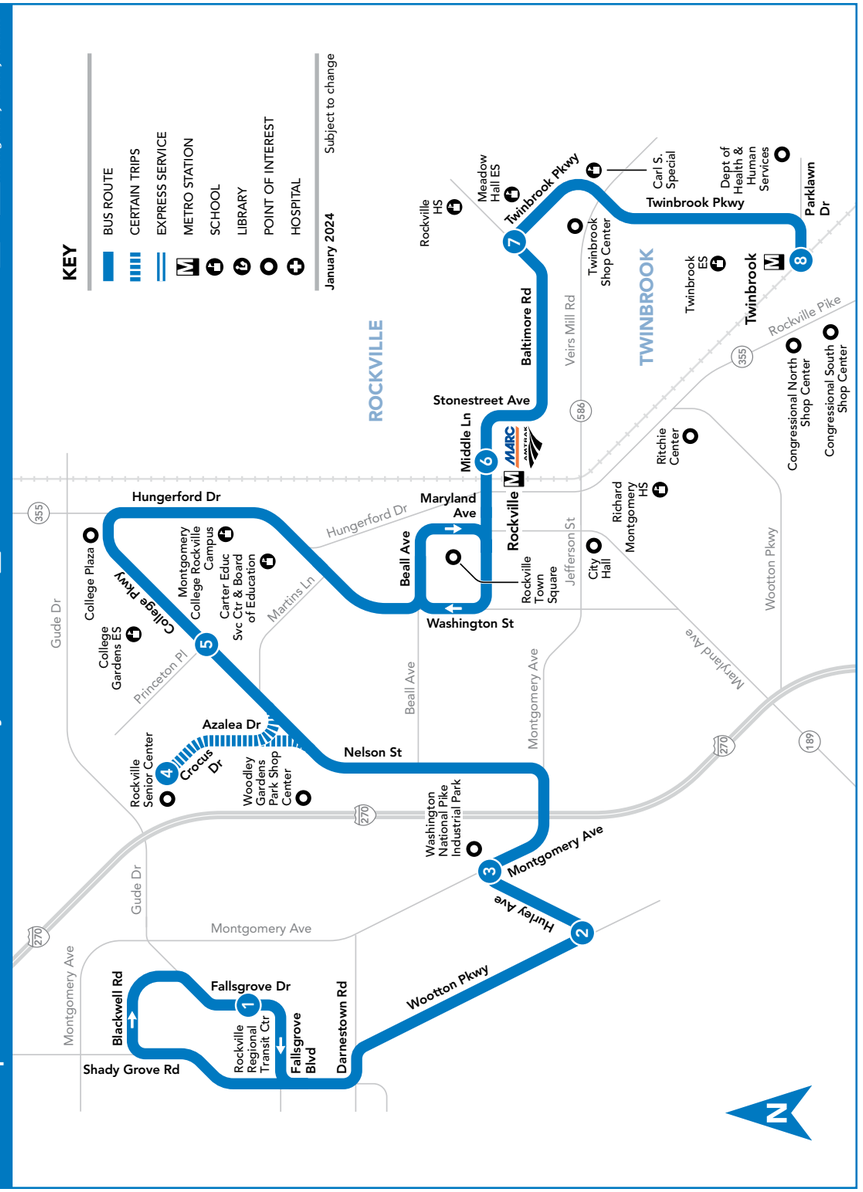
Ride On
Montgomery County Tra

45

Rockville Regional Transit Center – Rockville Senior Center (Certain-Trips Only) – College Pkwy – Rockville M – Baltimore Rd – Twinbrook Pkwy – Twinbrook M

Ride On Montgomery County Transit



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Ride On Bus-to-Bus Transfer with SmarTrip®	**FREE**
Ride On to Metrobus Transfer with SmarTrip®	**$1.25**
Metrobus to Ride On Transfer with SmarTrip®	**FREE**
Seniors age 65 years or older with a Senior SmarTrip® card or valid Medicare Card and Photo ID	**FREE**
Person with disability with Metro Disabled ID Card	
Person with disability with Metro Disability ID Card – Attendant Eligible Attendant also rides free.	
MetroAccess - Certified Customer with ID **MetroAccess** - Companion	
Children under age 5	**FREE**
Children 5 to 18 with a Youth Cruiser SmarTrip® Card or student ID Anytime	

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Regular Mailing Address:
Montgomery County DOT
Division of Transit Services
101 Monroe Street, 5th Floor
Rockville, MD 20850

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ለተጨማሪ መረጃ፡ ወይም ይህንን ዶኩመንት በተለዋጭ መልክ ለመጠየቅ ወይም ወደሌላ ቋንቋ ለማስተርጎም፡ እባክዎትን በ 311 ወይም ከሞንትጎመሪ ካውንቲ ውጪ 240-777-0311 ይደውሉ።

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Để tìm hiểu thêm, hoặc để yêu cầu cung cấp tài liệu này theo định dạng khác hay chuyển ngữ sang ngôn ngữ khác, vui lòng gọi 311 hoặc số 240-777-0311 nếu gọi từ bên ngoài Quận Montgomery.

HOLIDAY SCHEDULE

Weekday Schedule operates on Indigenous Peoples' Day

Saturday Schedule operates on Independence Day

Sunday Schedule operates on New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day
Special Schedule operates on MLK, Jr. Day, Presidents' Day, Juneteenth, Veterans Day

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EFFECTIVE: JANUARY 14, 2024

45

Approximate travel time between stops

- Rockville Regional Transit Center
- 4-6 mins
- Hurley Ave & Wootton Pkwy
- 3 mins
- Hurley Ave & MD 28
- 5 mins
- 5 mins
- *Rockville Senior Center* CERTAIN TRIPS
- 4-6 mins
- College Pkwy & Princeton Place
- 8-11 mins
- Rockville (East) M
- 5-7 mins
- Baltimore Rd & Twinbrook Pkwy
- 6-10 mins
- Twinbrook (East) M

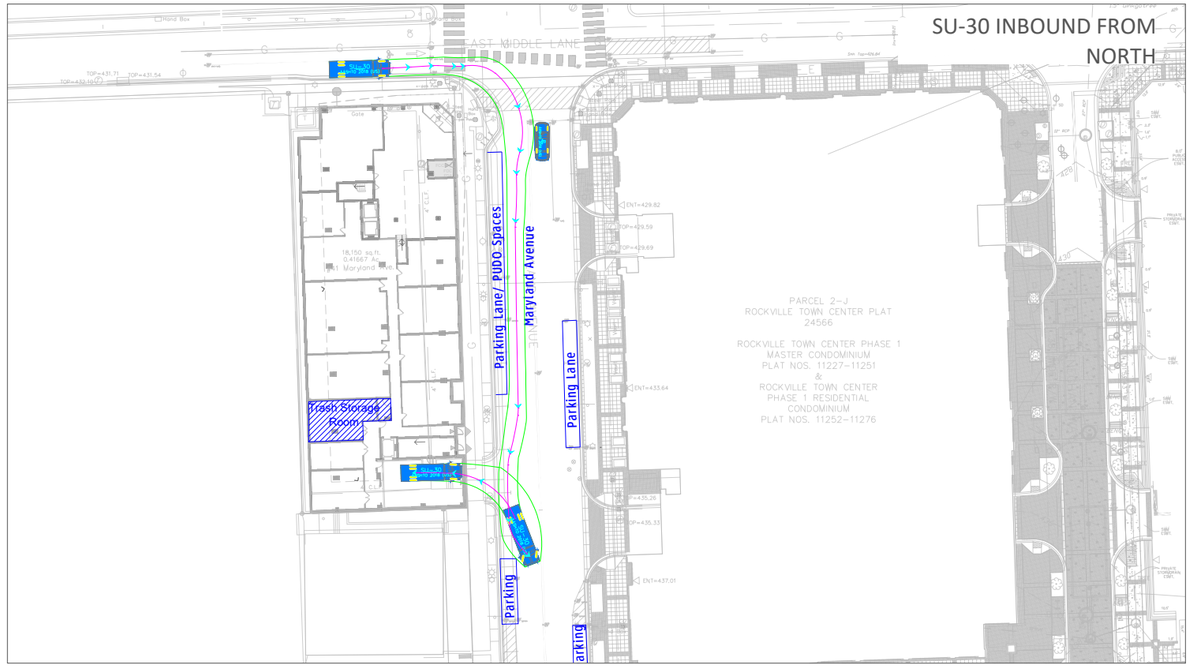
SERVICE DAYS

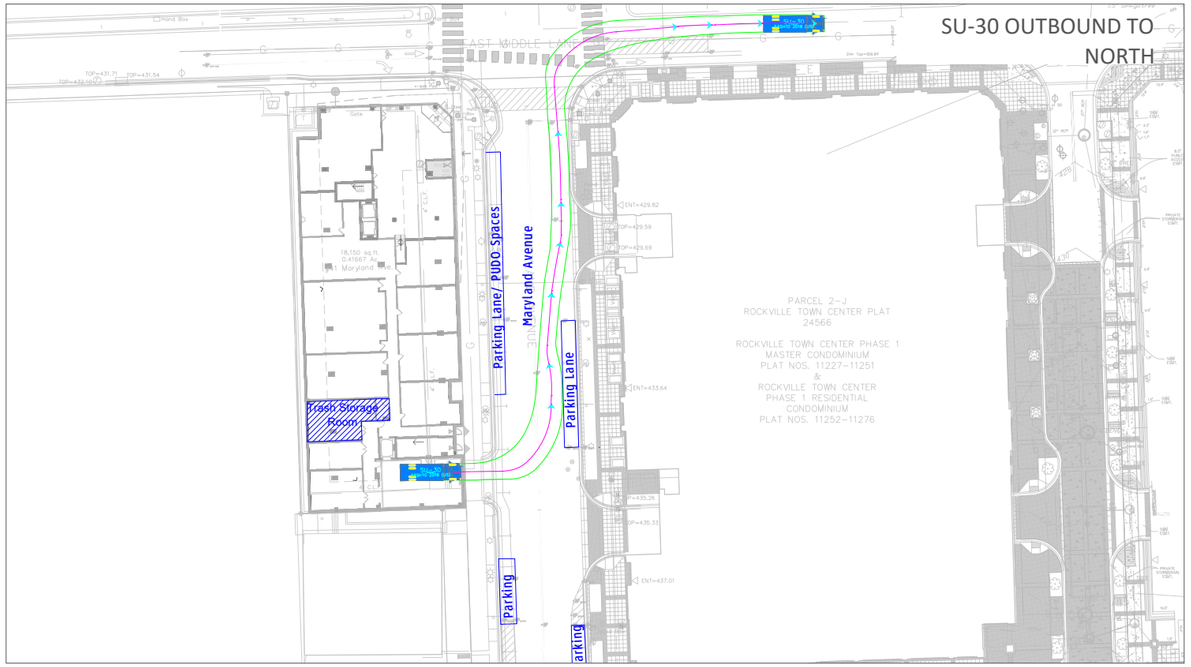
MONDAY – SATURDAY

Ride On Montgomery County Transit

Telephone **311**
Online at **www.rideonbus.com**
Real Time Info at **www.rideonrealtime.com**

E. Truck-turning Movements





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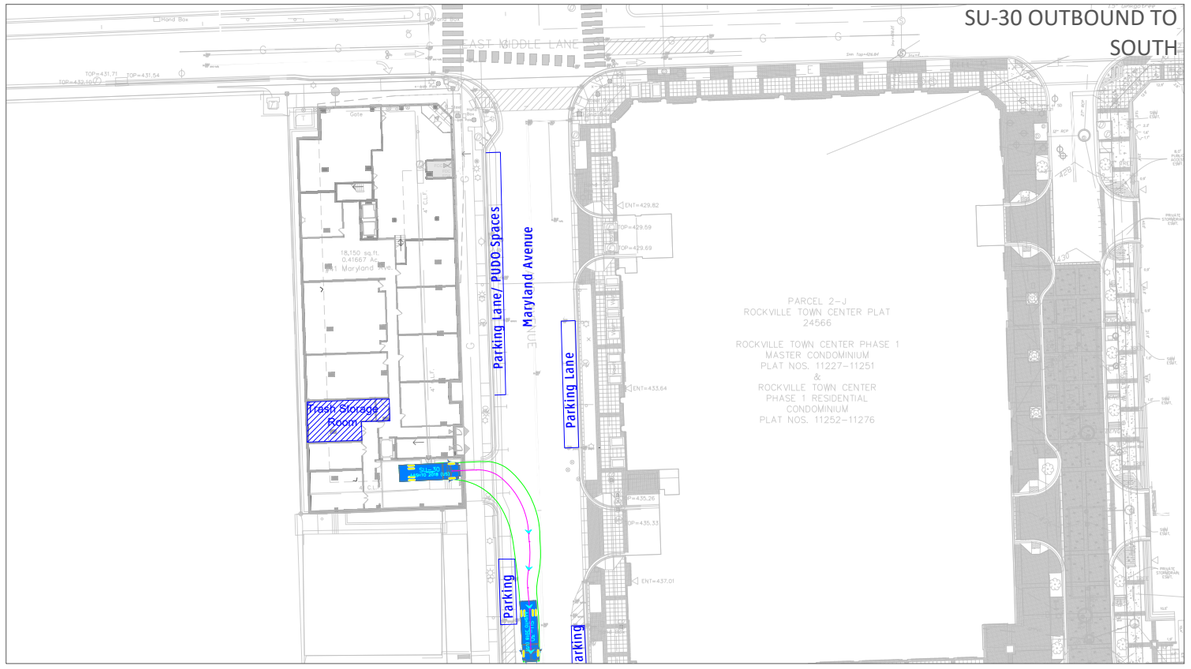


GOROVE SLADE
Transportation Planners and Engineers

41 Maryland Avenue Loading Area Analysis

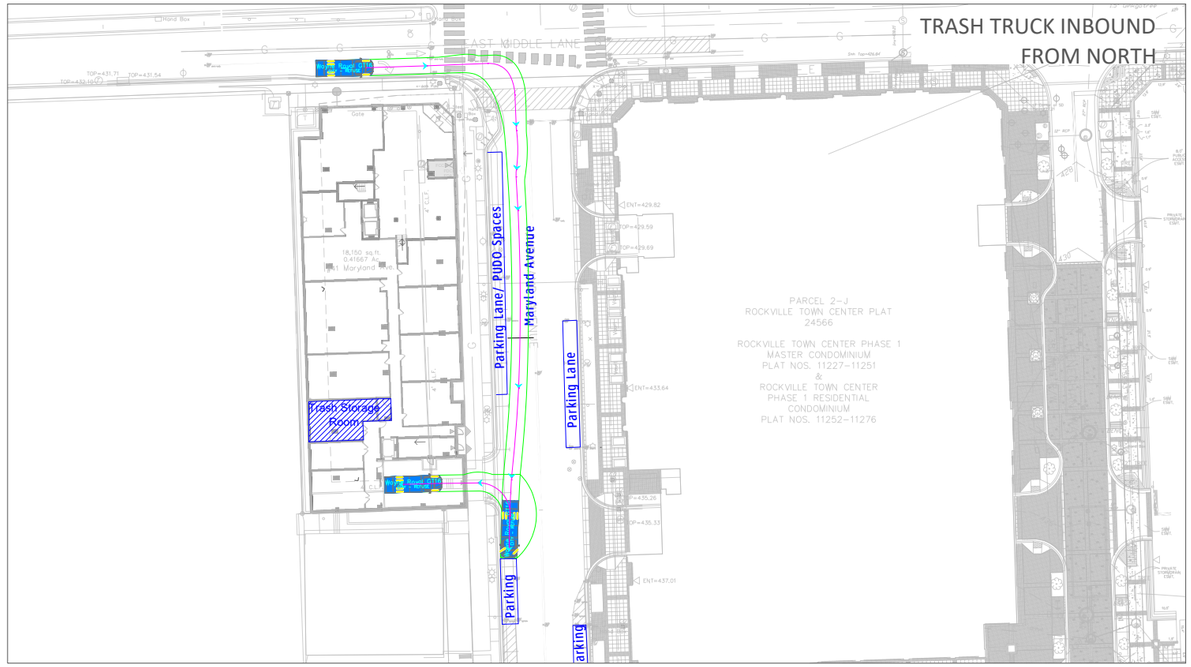
August 13, 2025
Sheet 1 of 3

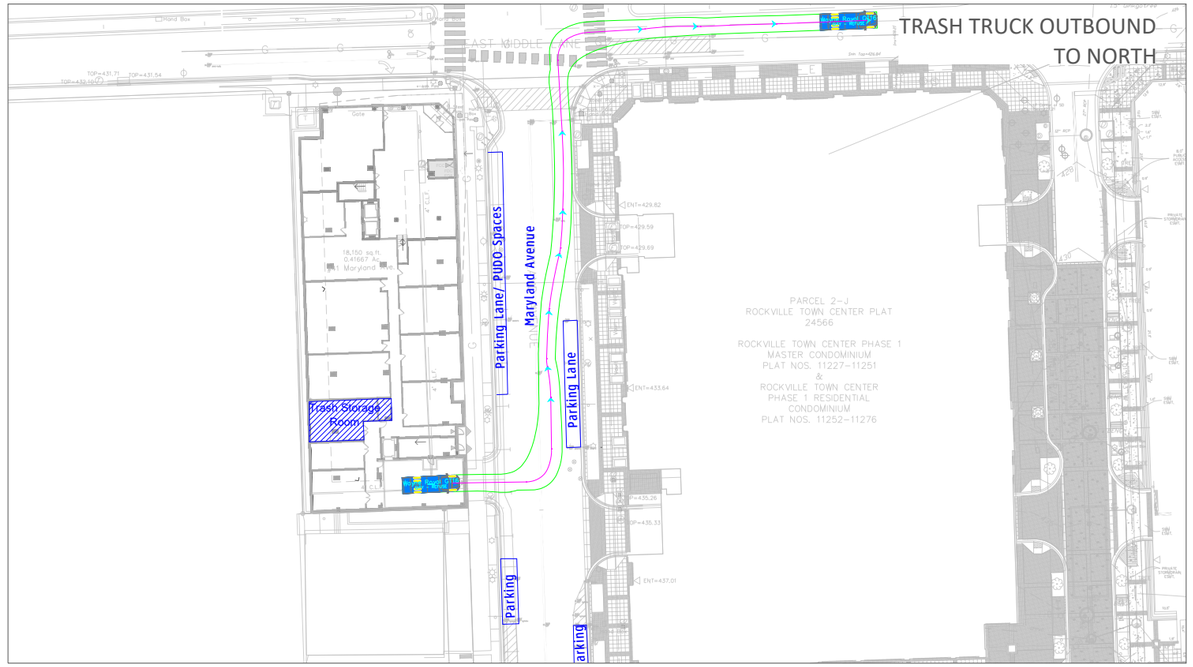
DRAFT

Rockville, Maryland

P:\3489-001 Momentum at Rockville Station (7301-4653)\Design\06_Loading AT\41 Maryland Avenue Loading Area 8.12.2025.dwg - 8/13/2025 10:35 AM

N
SCALE: 1" = 75'





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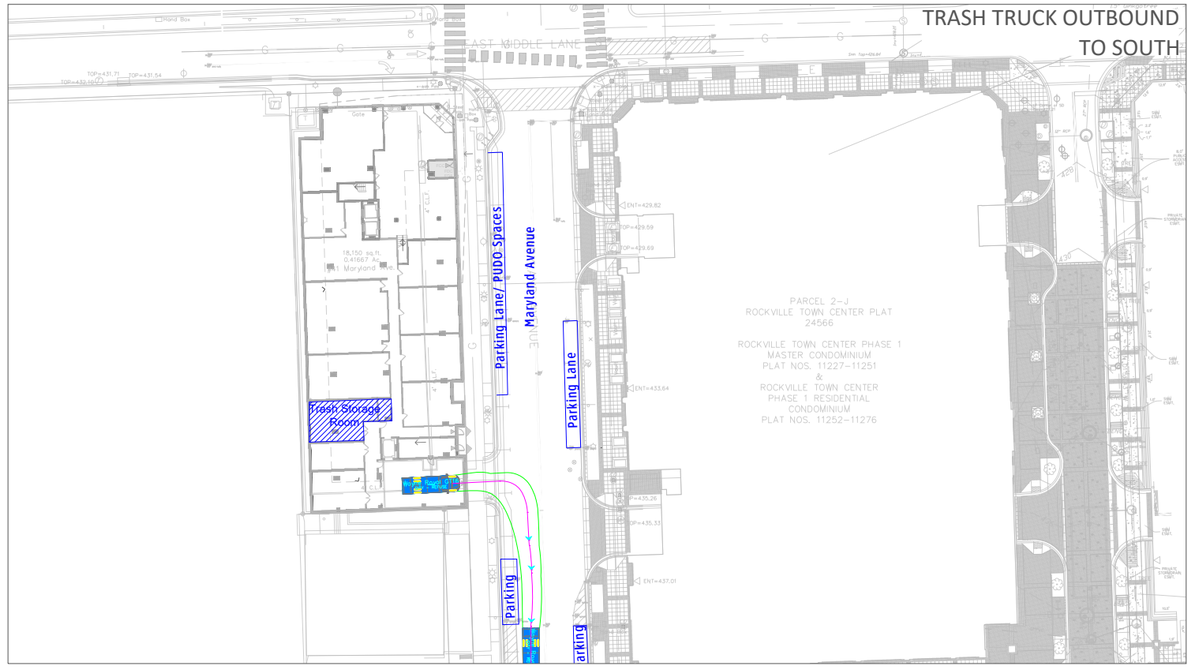

GOROVE SLADE
Transportation Planners and Engineers

41 Maryland Avenue Loading Area Analysis

August 13, 2025
Sheet 2 of 3

DRAFT

Rockville, Maryland

P:\3489-001 Momentum at Rockville Station (7301-4653)\Design\06_Loading AT\41 Maryland Avenue Loading Area 8.12.2025.dwg - 8/13/2025 10:35 AM

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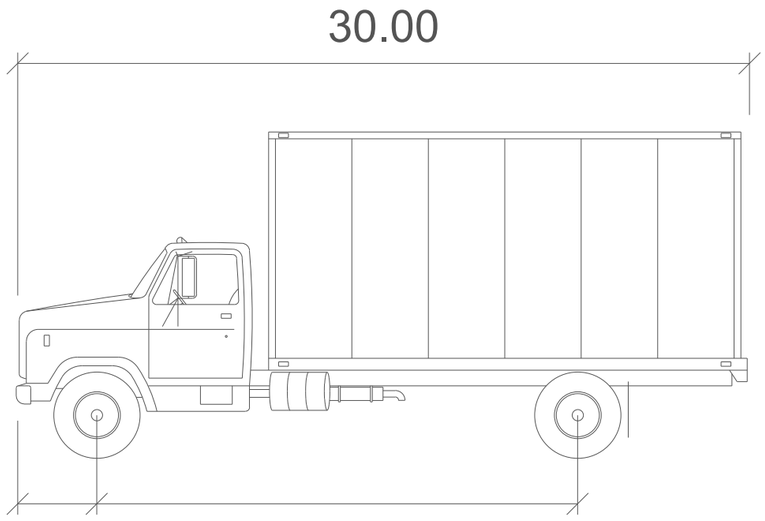
SCALE: 1" = 75'

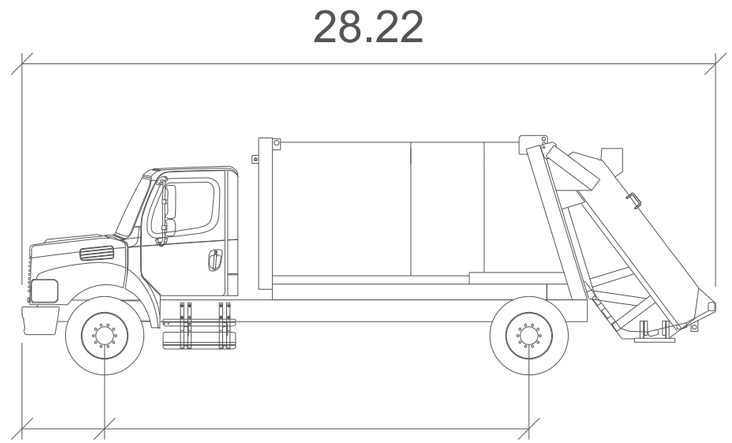
AutoTurn Notes:

- AutoTurn is a kinematic model and does not account for inertia
- AutoTurn does not account for weather and/or pavement conditions
- AutoTurn cannot compensate for driver error or experience
- Other drivable paths may achieve the same result(s) shown
- AutoTurn is a conservative model but is not a guarantee of exact real time results
- Successful simulation in AutoTurn does not guarantee that a specific driver can achieve the same pathway
- Vehicle dimensions are for standard sized vehicles, actual vehicle dimensions may vary
- Future changes to the design may impact and/or invalidate the results depicted in this exhibit
- Unless noted, AutoTurn does not account for vertical clearance or grade change.



SU-30

	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 31.8



Wayne Royal GT16

	feet
Width	: 8.00
Track	: 8.04
Lock to Lock Time	: 6.0
Steering Angle	: 48.0

GOROVE SLADE
Transportation Planners and Engineers

41 Maryland Avenue Loading Area Analysis: Vehicle Profiles

August 13, 2025
Sheet 3 of 3

DRAFT

Rockville, Maryland

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NOT TO SCALE

From:	Amy Wanner
To:	cpds
Subject:	Opposition to Proposed Development at 41 Maryland Avenue (PAM2025-00156)
Date:	Wednesday, January 15, 2025 1:41:12 PM

WARNING - External email. Exercise caution.

Dear Development Review Committee of Rockville,

I am writing as a concerned resident of Victoria Condominiums regarding the proposed 12-story development at 41 Maryland Avenue (PAM2025-00156). This project's excessive height and proximity to our building will block sunlight, diminish views, and create a walled-in environment for residents. The lack of on-site parking will worsen traffic and parking congestion, while the removal of retail and green spaces reduces the neighborhood's vibrancy. Furthermore, the fire safety risks posed by dense construction so close to existing buildings are particularly alarming, especially given recent devastating urban fires in California. Such incidents highlight how closely spaced high-density structures can amplify fire spread and hinder emergency response. Combined with construction noise, debris, and pollution, will harm the health and safety of residents. Additionally, this project will reduce our property values and negatively affect the quality of life for residents. This proposal disregards community interests and prioritizes developer profits, undermining the character and appeal of Rockville Town Center. I strongly urge the City to reject or significantly revise this proposal to align with the community's needs and sustainability goals.

Sincerely,
Amy Wanner

Sent from Yahoo Mail for iPhone

From:	Anna H
To:	cpds
Subject:	Great Concerns Regarding Proposed Development at 41 Maryland Avenue (PAM2025-00156) – 12 Story Building
Date:	Saturday, January 11, 2025 1:50:41 AM

WARNING - External email. Exercise caution.

Dear Community Planning and Development Services,

I am writing as a resident of Victoria Condominiums to express my deep concern and strong opposition to the proposed housing development at 41 Maryland Avenue (PAM2025-00156).

I am aware that the project aims to expand affordable housing options (which I wholeheartedly support as a first time home owner myself), but surely it can be achieved without grossly compromising current residents' dwellings and structural integrity of the neighborhood.

The current plan has so many obvious drawbacks that I am baffled as to why it is even being considered. Below are some of my main concerns regarding the proposed project that I'd like to bring to your attention.

Loss of sunlight and privacy: The mass and height of this development will cast permanent shade on both buildings and courtyard of Victoria, replacing open space with a stark, imposing concrete structure. My unit specifically (along with other units in the same tier) will directly face the new building, boxing us behind a high rise building. The proposed building will block my windows and balcony, and I will also have to keep my curtains closed at all times for privacy because of the very close proximity of the new building. All of these will drastically alter quality of life for myself and fellow residents of Victoria and diminish the value of our properties.

Structural Integrity and Congestion: The area has changed significantly since 1994 (original approval of the project). Our neighborhood has high traffic of both pedestrians and vehicles and is already surrounded by numerous residential, commercial and other buildings. Building another high rise building on such a small surface raises many safety, drainage and structural issues. The proposed lack of on-site parking will also intensify already strained parking situation in the area. Keeping this small pocket of space open is vital and much needed for the vibrancy and livability of our neighborhood.

I look forward to the virtual pre-application meeting on Jan 21st and hope that these concerns will be addressed then.
Sincerely,
-Anna

From:	Barbara Hart
To:	cpds
Subject:	Pre-Application Area Meeting Notice PAM 2025-00156, Project Plan to Amend PDP94-001E 41 Maryland Avenue
Date:	Monday, January 13, 2025 1:31:21 PM

WARNING - External email. Exercise caution.

I have lived at the Victoria Condominium since 1991. Obviously there have been many changes to downtown Rockville since 1991. This email is the first time I have commented on a proposed project, which demonstrates how strongly I am opposed to this project as presented by the Applicant.

My comments, which I respectfully request be considered by the deciding body as part of the public hearing on this application, are as follows:

1. I oppose amending the original Planned Development approval for 117 units. The proposed increase is accomplished in large part by eliminating any on-site parking. I further STRONGLY oppose all of the proposed units being affordable. The project should be consistent with the 15% MPDU units in the proposal for 255 Rockville Pike.

I have worked on affordable housing since the late 1980's and support the City of Rockville having more affordable housing. However, the Town Center already has a couple of apartment buildings that are affordable. This is in addition to the MPDU's in existing buildings built or at various stages in the development process in Town Center. Residents in affordable housing usually care about bus routes, rather than the proximity to a Metro station. This fact was confirmed for me when the medical clinic recently relocated from Middle Lane.

Affordable housing can be built in the City along a bus routes, it doesn't need to be solely located in Town Center.

2. I STRONGLY oppose the elimination of on-site parking. I note that the Momentum at Shady Grove has on-site parking for cars and bicycles despite its proximity to the Shady Grove Metro Station and numerous bus routes.

The convenient access to multiple public parking garages and on-site parking referenced in the Application is for patrons using the library, going to the movies, restaurants and the soon to open Trader Joe's. These patrons generate tax dollars for the City, and sustain/provide jobs in Town Center. The City cannot afford to have Town Center be another dismal failure by not providing adequate parking for Town Center patrons.

I appreciate your consideration.

Respectfully submitted,

Barbara Wolf

Sent from the all new AOL app for iOS

From: Carl Schreyer
To: cpds
Subject: re: 41 Maryland Ave, case # PAM 2025-00156
Date: Friday, January 17, 2025 9:24:07 AM

WARNING - External email. Exercise caution.

Good morning,

I'm writing to express my concern about the size of the proposed Momentum apartment building at 41 Maryland Avenue. The proposed size and proximity will substantially impact the quality and character of the physical environment at the Victoria.

Also, I'm concerned about the impact tenant/visitor parking generated by a 147 unit apartment building (located at the intersection of Middle Lane and Maryland Avenue) will have on traffic flow around the Town Square. Whether the parking is off-site or on-site.

I strongly support a significant size reduction to the building proposal or denial of the proposal.

Thank you for your consideration.

Sincerely,
Carl Schreyer
Victoria resident renter

Sent from Yahoo Mail for iPhone

From: Caitlin Pennington
To: cpds
Subject: Opposition to Proposed Development at 41 Maryland Avenue (PAM2025-00156)
Date: Thursday, February 6, 2025 11:01:29 PM

WARNING - External email. Exercise caution.

Dear Development Review Committee of Rockville,

I am writing as a concerned resident of Victoria Condominiums regarding the proposed 12-story development at 41 Maryland Avenue (PAM2025-00156). This project's excessive height and proximity to our building will block sunlight, diminish views, and create a walled-in environment for residents. The lack of on-site parking will worsen traffic and parking congestion, while the removal of retail and green spaces reduces the neighborhood's vibrancy. Furthermore, the fire safety risks posed by dense construction so close to existing buildings are particularly alarming, especially given recent devastating urban fires in California. Such incidents highlight how closely spaced high-density structures can amplify fire spread and hinder emergency response. Combined with construction noise, debris, and pollution, will harm the health and safety of residents. Additionally, this project will reduce our property values and negatively affect the quality of life for residents. This proposal disregards community interests and prioritizes developer profits, undermining the character and appeal of Rockville Town Center. I strongly urge the City to reject or significantly revise this proposal to align with the community's needs and sustainability goals.

Sincerely,

Catie Pennington
Sent from my iPhone

From:	Cristina Di Poto
To:	cpds
Subject:	Opposition to Proposed Development at 41 Maryland Avenue (PAM2025-00156)
Date:	Monday, January 20, 2025 2:48:01 PM

WARNING - External email. Exercise caution.

Dear Development Review Committee of Rockville,

I am writing to you as a concerned resident of Victoria Condominiums regarding the proposed 12-story development at 41 Maryland Avenue (PAM2025-00156). This project's excessive height and proximity to our building will block sunlight, diminish views, and create a walled-in environment for residents. The lack of on-site parking will worsen traffic and parking congestion while removing retail and green spaces reduces the neighborhood's vibrancy. Furthermore, the fire safety risks posed by dense construction so close to existing buildings are particularly alarming, especially given California's recent devastating urban fires. Such incidents highlight how closely spaced high-density structures can amplify fire spread and hinder emergency response. Combined with construction noise, debris, and pollution, will harm the health and safety of residents. Additionally, this project will reduce our property values and negatively affect the quality of life for residents. This proposal disregards community interests and prioritizes developer profits, undermining the character and appeal of Rockville Town Center. I strongly urge the City to reject or significantly revise this proposal to align with the community's needs and sustainability goals.

Sincerely,
Cristina Di Poto

From:	David Brett
To:	cpds
Subject:	Proposed new building at 41 Maryland Avenue
Date:	Wednesday, January 15, 2025 3:18:04 PM

WARNING - External email. Exercise caution.

We live in an apartment in 22 Courthouse Square facing onto the inner plaza of the Victoria Apartments. We are concerned about plans for a 12 floor apartment building on the vacant lot immediately to the East of the Victoria.

We completely accept that the vacant lot is suitable for development and welcome new low cost housing withing walking distance of the Rockville Metro Station.

We also understand that planning permission for a development was originally granted in 1994.

But we are concerned at the height of the proposed building. Although there are some structures of this height nearby, most of central Rockville is 6 floors or less. A building of, say, 6 floors, given the relatively small size of the lot, would be more appropriate in terms of ensuring light and relative privacy for neighboring bulidings.

We are also concerned about the noise and general inconvience for near neighbors during construction. If building on this site does proceed, will there be a provision for temporary abatement of property taxes for those living nearby during construction?

thank you

David and Carol Brett
22 Courthouse Square, Apt 415

15 January 2025

From:	Devan Stuart
To:	cpds
Subject:	Project at 41 Maryland Ave
Date:	Thursday, January 16, 2025 10:26:25 AM

WARNING - External email. Exercise caution.

Hello, As a local citizen I have two questions related to the proposed multi-family housing project at 41 Maryland Avenue.

Noise:
What noise management actions will be taken? Will there be any monitoring or enforcement of these actions (if any)?
This is a particularly noisy neighborhood already, and we will have another large project within 2 blocks at roughly the same time.

Air quality:
Will there be any effort to reduce impact on air quality in the Rockville Town Square area? As it is, too many times large diesel engines are left idling in the area. I can myself say I have chosen on occasion not to patronize restaurants such as El Mercat due to this issue, for example. But also, air quality in our neighborhood is already an issue due in part to proximity to Rockville Pike. When I open my windows, air quality in my apartment already plummets.

Thank you for your consideration of these matters. I will try to attend the meeting onthe 21st.

Devan S.
Maryland Ave

From:	D H
To:	nregelin@shulmanrogers.com; cpds
Subject:	Concerned Neighbor in Rockville Town Square - Project Plan Amendment for 41 Maryland Ave, Rockville, MD
Date:	Monday, January 20, 2025 12:58:28 PM

WARNING - External email. Exercise caution.

Greetings,

I'm a resident at 38 Maryland Ave, which is a building with a similar amount of units to the proposed project. I am writing to let you know about my concern about the amendments to the project plan for 41 Maryland Ave, specifically, the waiver to eliminate parking.

Since I have lived here, guest parking in and around Rockville Town Square has been a challenge. Now with the road diet, we have even less lanes for traffic to pass through our already congested neighborhood. Parking on the street is very hard to find, and the parking garages are pretty full. The parking garages are only free for 2 hours, and then you pay hourly so I don't see how this is a solution. Maryland Ave gets backed up frequently with double-parked cars blocking Maryland Ave in the Town Square, and I typically see little to no parking enforcement. Weekends and evenings are the worst.

How are residents of 41 Maryland Ave supposed to find parking without backing up the roads in and around our building and neighborhoods? My building has 152 units, and we have a full private parking garage with well over 150 parking spaces and even an overflow lot. Residents of the newly proposed building could add an extra 100+ cars to the community with no place to park.

Regardless of how close people are to the metro, people in this community own cars. What evidence do you have to show that prospective renters of this type of building won't have vehicles?

Please reconsider your waiver to not provide parking for this building.

Sincerely,

Don Hatch
38 Maryland Ave, #603
Rockville, MD 20850

From:	DORIE NEWMAN
To:	cpds
Subject:	Opposition to Proposed Development at 41 Maryland Avenue (PAM2025-00156)
Date:	Thursday, January 16, 2025 8:09:15 AM

WARNING - External email. Exercise caution.

Dear Development Review Committee of Rockville,

I am writing as a concerned resident of Victoria Condominiums regarding the proposed 12-story development at 41 Maryland Avenue (PAM2025-00156). This project's excessive height and proximity to our building will block sunlight, diminish views, and create a walled-in environment for residents. The lack of on-site parking will worsen traffic and parking congestion, while the removal of retail and green spaces reduces the neighborhood's vibrancy. Furthermore, the fire safety risks posed by dense construction so close to existing buildings are particularly alarming, especially given recent devastating urban fires in California. Such incidents highlight how closely spaced high-density structures can amplify fire spread and hinder emergency response. Combined with construction noise, debris, and pollution, will harm the health and safety of residents. Additionally, this project will reduce our property values and negatively affect the quality of life for residents. This proposal disregards community interests and prioritizes developer profits, undermining the character and appeal of Rockville Town Center. I strongly urge the City to reject or significantly revise this proposal to align with the community's needs and sustainability goals.

Sincerely,
Dorie Newman

From: Dorie Newman
To: Christopher Davis
Subject: Re: Opposition to Proposed Development at 41 Maryland Avenue (PAM2025-00156)
Date: Thursday, February 20, 2025 6:19:17 AM
Attachments: image001.png

WARNING - External email. Exercise caution.

Good morning Chris
I was the person at the Victoria meeting last week who asked about SCG coming up with a plan to prevent Momentum tenants/guests from parking in our courtyard. It's my understanding that Rockville is subject to Montgomery County towing laws, which make it virtually impossible to have a car towed. Tenants who qualify for affordable housing may not have the resources to pay for monthly parking. Our courtyard provides an attractive alternative. Unauthorized parking has been a perpetual problem here for years. Not only does it deprive authorized drivers of parking spaces, it accelerates the need for maintenance and repairs, for which the Victoria owners must pay. The onus shouldn't be on us to keep their residents from parking here. That's the reason I asked SCG to come up with a plan. I asked that the City get involved because I doubted that SCG would do it on their own, which they confirmed by refusing to even consider it. I don't remember the name of the person who led the meeting. He repeatedly claimed that they wanted to work with us and be good neighbors, but he denied most of our requests. He justified his position by claiming that they would do whatever they were allowed by law, rather than approaching our issues with a spirit of cooperation . Other times, he was noncommittal. The only time he showed any interest in being a"good neighbor" was when he was asking for copies of our blueprints.

At what point in the process are federal funds awarded? Given the mindset of the current federal administration, can funds be approved and later withdrawn? If this happens once construction begins, what happens with the project?

Thanks very much,
Dorie

On Thu, Jan 16, 2025 at 10:10 PM Christopher Davis <cdavis@rockvillemd.gov> wrote:

> Hello Dorie,
>
> Thank you for your feedback on this project. Your response and concerns are much appreciated and will be considered in review of the project.
>
> To stay updated on the project, please visit the project webpage here: https://www.rockvillemd.gov/2560/41-44-Maryland-Avenue-Momentum-at-Rockvi
>
> The Pre-Application Area Meeting is the preliminary application for the project. There will be subsequent development applications that will be required before any such project can move forward and will include public meetings where you can continue to provide feedback. As such meetings are scheduled, please feel free to refer to the project webpage as they will be posted

there as well.

Thank you,

Chris

www.rockvillemd.gov

Christopher Davis

SENIOR PLANNER

Community Planning and Development Services

111 Maryland Avenue

Rockville, MD 20850

DIRECT EXTENSION: 240.314.8201

OFFICE MAIN LINE: 240.314.8200

How was your experience with us? Take a quick survey and let us know - https://www.surveymonkey.com/r/JD9CWXC

From: DORIE NEWMAN <drnew@comcast.net>
Sent: Thursday, January 16, 2025 8:09 AM
To: cpds <CPDS@rockvillemd.gov>
Subject: Opposition to Proposed Development at 41 Maryland Avenue (PAM2025-00156)

WARNING - External email. Exercise caution.

Dear Development Review Committee of Rockville,

I am writing as a concerned resident of Victoria Condominiums regarding the proposed 12-story development at 41 Maryland Avenue (PAM2025-00156). This project's excessive height and proximity to our building will block sunlight, diminish views, and

create a walled-in environment for residents. The lack of on-site parking will worsen traffic and parking congestion, while the removal of retail and green spaces reduces the neighborhood's vibrancy. Furthermore, the fire safety risks posed by dense construction so close to existing buildings are particularly alarming, especially given recent devastating urban fires in California. Such incidents highlight how closely spaced high-density structures can amplify fire spread and hinder emergency response. Combined with construction noise, debris, and pollution, will harm the health and safety of residents. Additionally, this project will reduce our property values and negatively affect the quality of life for residents. This proposal disregards community interests and prioritizes developer profits, undermining the character and appeal of Rockville Town Center. I strongly urge the City to reject or significantly revise this proposal to align with the community's needs and sustainability goals.

Sincerely,
Dorie Newman

From: ESchwimmer@aol.com
To: cpds
Subject: Concerns about Development of 41 Maryland Ave (PAM2025-00156)
Date: Sunday, January 19, 2025 12:57:18 PM

WARNING - External email. Exercise caution.

To: Development Review Committee of Rockville, MD 1-14-2025

Re. 41 Maryland Avenue (PAM2025-00156) Project

As residents of the Victoria Condominium, we are directing ourselves to you to express our concern regarding this construction project as it currently stands.

Our concerns are as follows:

1. The construction for this project is of excessive height. Due to the height and proximity to our building planned in the current design, it would cause reduction of daylight, a reduction of views, create a walled-in environment for all the residents on that façade of the building and it would diminish the quality of life of our residents.

2. The building is being designed with no parking for their residents, which will cause an unusual burden for the occupants of the building and create parking congestion in the neighborhood.

3. The proximity of the building to the Victoria pauses an alarming fire risk to both the structures.

4. Furthermore, the presence of this building so close to the Victoria will reduce the property values of our current residences.

It is our belief that the current proposal disregards the community interest of Rockville if the project is allowed to proceed as is. We urge the City of Rockville to reject the proposal as is currently and work to revise the proposed project to reflect community interests of Rockville.

Thank your consideration,

Elaine & Enrico Schwimmer
24 Courthouse Square
Apt. 705
Rockville, MD 20850

From:	Ellen Palma
To:	cpds
Subject:	Opposition to Proposed Development at 41 Maryland Avenue (PAM2025-00156)
Date:	Wednesday, January 15, 2025 5:18:45 PM

WARNING - External email. Exercise caution.

Dear Development Review Committee of Rockville,

I am writing as a concerned resident of Victoria Condominiums regarding the proposed 12-story development at 41 Maryland Avenue (PAM2025-00156). This project's excessive height and proximity to our building will block sunlight, diminish views, and create a walled-in environment for residents. The lack of on-site parking will worsen traffic and parking congestion, while the removal of retail and green spaces reduces the neighborhood's vibrancy. Furthermore, the fire safety risks posed by dense construction so close to existing buildings are particularly alarming, especially given recent devastating urban fires in California. Such incidents highlight how closely spaced high-density structures can amplify fire spread and hinder emergency response. Combined with construction noise, debris, and pollution, will harm the health and safety of residents. Additionally, this project will reduce our property values and negatively affect the quality of life for residents. This proposal disregards community interests and prioritizes developer profits, undermining the character and appeal of Rockville Town Center. I strongly urge the City to reject or significantly revise this proposal to align with the community's needs and sustainability goals.

Sincerely,
Ellen Palma

From: JC
To: cpds
Subject: Opposition to Proposed Development at 41 Maryland Avenue (PAM2025-00156)
Date: Tuesday, January 14, 2025 11:58:30 AM

WARNING - External email. Exercise caution.

Dear Development Review Committee of Rockville,

I've been living at 24 Courthouse Sq, unit 809, Rockville, MD of the Victoria Condominium since 1992. I am writing as a concerned resident of Victoria Condominiums regarding the proposed 12-story development at 41 Maryland Avenue (PAM2025-00156).

This project's excessive height and proximity to our building will block sunlight, diminish views, and create a walled-in environment for residents. The lack of on-site parking will worsen traffic and parking congestion, while the removal of retail and green spaces reduces the neighborhood's vibrancy.

Furthermore, the fire safety and construction risks posed by dense construction so close to existing buildings are particularly alarming, especially given recent devastating urban fires in California. Such incidents highlight how closely spaced high-density structures can amplify fire spread and hinder emergency response. Combined with construction noise, debris, and pollution, will harm the health and safety of residents.

Additionally, this project will reduce our property values and negatively affect the quality of life for residents. This proposal disregards community interests and prioritizes developer profits, undermining the character and appeal of Rockville Town Center. I strongly urge the City to reject or significantly revise this proposal to align with the community's needs and sustainability goals.

Sincerely,

Jesse Chou

From:	Ekaterina Bondarenko
To:	cpds
Subject:	Opposition to Proposed Development at 41 E. Maryland Avenue (PAM2025-00156)
Date:	Friday, January 10, 2025 6:44:21 PM

WARNING - External email. Exercise caution.

Dear Members of the Rockville Community Planning Team,

As a resident of Victoria Condominiums, I am writing to share my deep concerns about the proposed 12-story development at 41 E. Maryland Avenue (PAM2025-00156). I understand the importance of development for a growing community, but this project, as proposed, poses numerous challenges that I believe have not been adequately considered.

This proposal to construct a 12 story building in such a small space, directly adjacent to our building, raises significant concerns that would not only disrupt the quality of life for nearby residents but also negatively impact the broader Rockville Town Center Community such as:

1. **Unreasonable Height and Scale**
    - The height of the proposed 12-story structure is excessive for the limited space available. Positioned so close to our condominium, this building would essentially wall in our property, cutting off sunlight and creating a feeling of confinement.
2. **Fire and Safety Concerns**
    - Fires in high-density urban areas are becoming increasingly common, as seen with recent events in California. A building of this size, with minimal spacing from existing structures, heightens the risk of fires spreading quickly. Additionally, the lack of on-site parking raises concerns about emergency response access.
3. **Traffic and Parking Challenges**
    - The elimination of parking spaces in the proposal ignores the already strained parking situation in the area. Increased traffic congestion in small streets near the town center will worsen daily commutes and impact visitors.
4. **Health Risks During Construction**

- Construction of such a large building in close proximity to residential units will bring dust, debris, and air pollution, potentially affecting the health of residents, especially those with respiratory issues.

5. **Lack of Transparency in Community Engagement**

    - It is concerning that some residents I've spoken to were unaware of this project. Clearer communication and broader community engagement are necessary for a project of this magnitude.

Beyond these specific issues, this development seems misaligned with the vision of Rockville Town Center as a vibrant, open, and welcoming space. Adding yet another large apartment building without retail or community-friendly amenities, contributes to a sense of overdevelopment and diminishes the appeal of our town center.

There are better ways to use this space to benefit the community, such as a small 1 story commercial building, a daycare facility, or even a public recreational area. These options may not maximize developer profits, but they would enhance the livability and sustainability of the neighborhood.

I urge the Community Planning Department to carefully reevaluate this proposal, considering its long-term impact on residents and the overall character of Rockville.

Thank you for taking the time to review my concerns.

Sincerely,
Katerina Bondarenko

From:	Lisa Luchsinger
To:	PDS
Subject:	Opposition to Proposed Development at 41 Maryland Avenue (PAM2025-00156)
Date:	Tuesday, January 21, 2025 11:35:29 AM

WARNING - External email. Exercise caution.

Dear Development Review Committee of Rockville, Maryland:

I am writing as a concerned resident of The Victoria Condominiums (24 Courthouse Square, Rockville) regarding the proposed 12-story development at 41 Maryland Avenue (PAM2025-00156).

This project's proposed excessive height and proximity to our residential and commercial buildings will create numerous and significant issues, including:

1. The Victoria Condominiums were built on top of a previous structure/garage in the early 1990s. This situation created a variety of structural and foundational issues for these buildings, resulting in the unit owners, such as myself, having to pay for a multi-million dollar reconstruction of the garage and other building areas. There are significant concerns that constructing a new building directly adjacent to and using the same overall land/infrastructure will further jeopardize the structural integrity of the Victoria Condominium property.
2. We have yet to see any public impact studies, such as for the environment, water/sewer/electric, traffic, how it will affect nearby structures, etc. What studies have been conducted and when will they be shared with the public?
3. There is an existing Rockville Town Center Master Plan in development; it would be extremely premature to move forward with a new, extensive construction plan before this Town Center Master Plan has been developed/approved for implementation.
4. The existing PAM2025-00156 plan does not include on-site parking which will increase traffic, parking congestion, and affect the safety of pedestrians in the Town Center. As Rockville and Montgomery County have both stated that pedestrian safety is a top priority, this proposed building would go against the priority of keeping Rockville's citizens and visitors safe.
5. There is also concern re: the potential fire safety risks posed by this proposed dense construction so close to existing buildings, as the recent California fires have demonstrated. Such incidents highlight how closely spaced high-density structures can amplify fire spread and hinder emergency responses.
6. The proposal will also create multi-year construction noise, debris, and pollution in extremely close physical proximity to existing residential buildings which will cause significant health and safety risks to the owners/residents of the Victoria Condominiums and other nearby residential properties/residents.

In sum, this proposal disregards the health, safety, and community interests of the Rockville

Town Center residents and visitors and instead, it prioritizes the developers' profits at the extreme detriment of Rockville's citizens.

I strongly urge the committee to reject this proposal and prioritize the health, safety and sustainability goals of Rockville's citizens.

Sincerely,
Lisa Luchsinger

From: M FAN
To: cpds
Subject: Opposition to Proposed Development at 41 Maryland Avenue (PAM2025-00156)
Date: Tuesday, January 14, 2025 12:13:59 PM

WARNING - External email. Exercise caution.

Dear Development Review Committee of Rockville,

I've been living at 24 Courthouse Sq, unit 809, Rockville, MD of the Victoria Condominium since 1992. I am writing as a concerned resident of Victoria Condominiums regarding the proposed 12-story development at 41 Maryland Avenue (PAM2025-00156).

This project's excessive height and proximity to our building will block sunlight, diminish views, and create a walled-in environment for residents. The lack of on-site parking will worsen traffic and parking congestion, while the removal of retail and green spaces reduces the neighborhood's vibrancy.

Furthermore, the fire safety and construction risks posed by dense construction so close to existing buildings are particularly alarming, especially given recent devastating urban fires in California. Such incidents highlight how closely spaced high-density structures can amplify fire spread and hinder emergency response. Combined with construction noise, debris, and pollution, will harm the health and safety of residents.

Additionally, this project will reduce our property values and negatively affect the quality of life for residents. This proposal disregards community interests and prioritizes developer profits, undermining the character and appeal of Rockville Town Center. I strongly urge the City to reject or significantly revise this proposal to align with the community's needs and sustainability goals.

Sincerely,

Mei Chi Fan

From:	Melanie Schwartz
To:	cpds
Subject:	Opposition to Proposed Development at 41 Maryland Avenue (PAM2025-00156)
Date:	Monday, January 27, 2025 6:42:44 AM

WARNING - External email. Exercise caution.

Dear Development Review Committee of Rockville,

I am writing as a concerned resident of Victoria Condominiums regarding the proposed 12-story development at 41 Maryland Avenue (PAM2025-00156). This project's excessive height and proximity to our building will block sunlight, diminish views, and create a walled-in environment for residents. The lack of on-site parking will worsen traffic and parking congestion, while the removal of retail and green spaces reduces the neighborhood's vibrancy. Furthermore, the fire safety risks posed by dense construction so close to existing buildings are particularly alarming, especially given recent devastating urban fires in California. Such incidents highlight how closely spaced high-density structures can amplify fire spread and hinder emergency response. Combined with construction noise, debris, and pollution, will harm the health and safety of residents. Additionally, this project will reduce our property values and negatively affect the quality of life for residents. This proposal disregards community interests and prioritizes developer profits, undermining the character and appeal of Rockville Town Center. I strongly urge the City to reject or significantly revise this proposal to align with the community's needs and sustainability goals.

To be clear, I am against building this new building.

Sincerely,
Melanie Schwartz

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Melanie M. Schwartz
- - - -
Spelman College | Class of 2017
B.A. International Studies
Phone: 407.403.3376 | Email: melaniemcschwartz@gmail.com

From: n g
To: cpds
Subject: Opposition to Proposed Development at 41 Maryland Avenue (PAM2025-00156)
Date: Thursday, January 16, 2025 7:05:04 AM

WARNING - External email. Exercise caution.

Development Review Committee of Rockville,

I am writing as a concerned resident of Victoria Condominiums regarding the proposed 12-story development at 41 Maryland Avenue (PAM2025-00156). This project's excessive height and proximity to our building will block sunlight, diminish views, and create a walled-in environment for residents. The lack of on-site parking will worsen traffic and parking congestion, while the removal of retail and green spaces reduces the neighborhood's vibrancy. Furthermore, the fire safety risks posed by dense construction so close to existing buildings are particularly alarming, especially given recent devastating urban fires in California. Such incidents highlight how closely spaced high-density structures can amplify fire spread and hinder emergency response. Combined with construction noise, debris, and pollution, will harm the health and safety of residents. Additionally, this project will reduce our property values and negatively affect the quality of life for residents. This proposal disregards community interests and prioritizes developer profits, undermining the character and appeal of Rockville Town Center. I strongly urge the City to reject or significantly revise this proposal to align with the community's needs and sustainability goals.

Sincerely,
Nanci Gottlieb
Victoria Resident

From:	Nicholas Psaltakis
To:	cpds
Cc:	mayorcouncil
Subject:	Concern about PAM 2025-00156
Date:	Monday, January 13, 2025 8:44:01 PM

WARNING - External email. Exercise caution.

REFERENCE: Pre-Application Area Meeting Notice PAM 2025-00156: *"Project Plan to Amend PDP94-001E 41 Maryland Avenue and Project Plan Amendment to PJT2014-0003 44 Maryland Avenue,"* dated January 3, 2025

Dear Sir or Madam,

I am writing to express my concern over what I read in referenced document.

Specifically, my concern is over the last sentence in the second paragraph of the project description where it states, *"...No on-site parking is proposed and a parking waiver will be sought."* I would appreciate an explanation and clarity on this issue.

Does this mean the proposed 12-story apartment building [with up to 147 dwelling units] will have no parking garage of its own for the residents?

I raised this question because the second paragraph of the project description mentions the *"...direct walking access*" to the Rockville Metro Redline Station and *"...convenient access to multiple public parking garages and on-street parking.*" However, there is no mention of parking for the residents of the 12-story apartment building.

I am in favor of affordable housing. I am also in favor of maintaining safe streets and avoiding on-street congestion. If this new apartment building has no parking garage or on-site parking for the residents, then I am strongly opposed to referenced document.

Sincerely,

Nicholas Psaltakis
20 Maryland Avenue
Rockville, MD, 20850

From:	Singh Padam
To:	Shaun Ryan
Cc:	Paula Hubble; cpds
Subject:	Fw: Petition: Proposed Development at 41 Maryland Avenue (PAM2025-00156)
Date:	Tuesday, January 21, 2025 8:22:05 PM
Attachments:	FINAL-Petition 41 Maryland Ave with Signatures.pdf

WARNING - External email. Exercise caution.

Dear Mr. Ryan,

We previously submitted the attached petition, along with the signatures of many Victoria Condominium residents, to CPDS prior to this meeting. I am forwarding the email below for your reference.

While we appreciate that the comments were noted during the meeting, many of the concerns raised by Victoria residents were not adequately addressed. We hope these issues will be carefully considered moving forward or that the proposal will be revised. As it stands, the current proposal feels unfair and one-sided.

We look forward to working with the City and the Developer on the next steps to find a solution that better aligns with the needs of our community.

Thank you for your attention to this matter.

Best regards,
Padam Singh

----- Forwarded Message -----
From: Singh Padam <padam23@yahoo.com>
To: cpds@rockvillemd.gov <cpds@rockvillemd.gov>; mayorcouncil@rockvillemd.gov <mayorcouncil@rockvillemd.gov>
Cc: Paula Hubble <paulahubble@gmail.com>
Sent: Tuesday, January 21, 2025 at 05:22:38 PM EST
Subject: Petition: Proposed Development at 41 Maryland Avenue (PAM2025-00156)

Dear Planning Services, Mayor, and City of Rockville Council,

I am a resident of the Victoria Condominiums, and on behalf of my fellow residents, I am writing to share our collective concerns regarding the proposed development at 41 Maryland Avenue (PAM2025-00156).

Victoria Condominium residents have important questions and concerns about the potential impact this project may have on our community. Attached to this email, please find our petition with resident signatures, which includes a detailed list of the concerns shared by our residents. We respectfully request that this petition be

entered into the official records.

In addition, I have also attached a picture I took today morning to illustrate a key issue: our morning sunlight will be blocked during the winter, casting a full morning shadow. In the summer, I noticed that the Sun’s angle is different, which means we’ll experience both morning and early afternoon shadow during those months.

We value the opportunity to work collaboratively with the Mayor, Council, City of Rockville, and the Developer to address these concerns and explore changes that will better align with the needs and character of our neighborhood.

Thank you for your attention to this matter, and we look forward to your response.

Sincerely,

Padam Singh
Resident, Victoria Condominiums

Petition Against Proposed Development at 41 Maryland Avenue (PAM2025-00156)

To: cpds@rockvillemd.gov | 240-314-8200
Subject: Petition: Opposition to Proposed Development at 41 Maryland Avenue (PAM2025-00156)

The City of Rockville Community Planning and Development Services,

We, the undersigned residents of the Victoria Condominiums, strongly oppose the proposed 12-story development at 41 Maryland Avenue (PAM2025-00156).

While we recognize the importance of affordable housing, this proposal introduces significant drawbacks that would adversely impact our community.

Key Concerns:

1. **Unreasonable Height:** The proposed 12-story height is excessive and disproportionate to the surrounding buildings, resulting in a structure that feels out of scale and visually dominant. It will fundamentally alter the character of our neighborhood and make the area feel congested and claustrophobic.
2. **Loss of Sunlight and Views:** The towering height of the proposed building would block natural sunlight and significantly reduce the scenic views that are essential to our quality of life.
3. **Parking and Traffic Issues:** No on-site parking would exacerbate the already strained parking situation and worsen traffic congestion on nearby roads, causing daily inconvenience to residents and visitors.
4. **Fire Safety Risks:** With the proposed structure built so close to existing buildings and no on-site parking, emergency access for fire response would be compromised. The lack of adequate spacing and infrastructure poses a serious risk to residents' safety.
5. **Impact on Neighborhood Character:** The mass and height of this structure would dominate the area, creating a less inviting and more congested environment, reducing the charm of Rockville Town Center. This openness would be replaced by a large concrete structure, diminishing property values and reducing community appeal.
6. **Noise and Pollution During Construction:** Construction activities will create excessive noise, air pollution, and debris, significantly affecting residents' health and daily lives, with potential long-term consequences.
7. **Elimination of Green and Retail Spaces:** The removal of retail and green spaces would reduce the vibrancy and usability of our neighborhood, making it less appealing and functional for residents and visitors.
8. **Privacy Concerns:** The proximity and height of the proposed building would significantly infringe on residents' privacy, with windows and balconies overlooking our homes and shared spaces. This intrusion would diminish the sense of security and comfort within our community.

We urge the City of Rockville to prioritize the well-being of current residents and reject the current proposal in favor of a development that aligns with the needs and character of our neighborhood. Together, let us preserve the livability and vibrancy of Rockville Town Center.

We respectfully ask the city to carefully consider the long-term impacts of this development and to prioritize decisions that protect our community's safety, quality of life, and neighborhood character. Your support in rejecting or revising this proposal is crucial to ensuring Rockville remains a desirable and sustainable place to live. We welcome the opportunity to collaborate with the City on alternative proposals that better align with our community's needs and character.

Please find attached the signatures of Victoria Condominium residents who support this petition.

<Resident Signatures Attachments>

Petition

Resident Signatures:

NAME	UNIT NUMBER	SIGNATURE
JESSE CHOY	809	
MEI C FAN	809	
Satvik Mishra	208	
Wanda Caporaletti	811	
Natalia Vrotnikova	402 - 22	
Elliott Prose	402 - 22	
DONALD GOLD	607	
MAGDA ABDEL SAYED	606	
DAVID BRETT	415 - 22	
ANTONY S. HEATHCOCK	710	
Neil Robb	908	
Lee Maust	401 - 22	
James J Demma	22 - 405	
Josh Brown	103	
Viorel Poplacean	1008 - 24	
MATT THOMAS	601	
LEAH THOMAS	601	
Tien Chen	910	
Cindy Chen	910	
Amy Wanner	611	
	1002	
Winnie Kason	911	
Charles Kluepfel	412 - 24	
JANICE CRUZ	911	
DORIE NEWMAN	1010	

Resident Signatures:

NAME	UNIT NUMBER	SIGNATURE
Sheila Golabi	604	
Anna Haikun	610	
Alvaro Villatoro	#707	
Liezel Ohmer	701	
Ronnie L Smith	802	
Mari Thomas	801	
LEAH THOMAS	801	
Robert Kinchlow	808	
TC Chen	910	
Cindy Chen	910	
Andy Liu	906	
Krishnamurthy Govindaraj	1001	
	1012	
Sean Lindeman	1011	
Rose-Marie R Harper	22-403	
Alan Harper	22-463	
Marianne Reiff	22/406	
Jonathan Rosenberg	22/417	
Michael E Ward	22-502	

Resident Signatures:

NAME	UNIT NUMBER	SIGNATURE
Padam Singh	110	
Katrina Singl	110	
Janay Hardiker	305	
NATALIA FEMINYHK	310	N. Feminykh
Eurwen Chang	203	Eurwen Chang
Vedat Olgac	205	V. Olgac
Aysen olgac	205	
Cal Schreyer	211	
Josh Brown	103	
Shannon Hurley	106	
Ty Dejmek	108	
MARY NATHAN	105	
Chris Baldau	202	
Athena Fearnley	201	Athena Fearnley
Jeffry Soja	210	
Zongqi	303	
Caitlin Pennington	112	
Yizen Shang	502	
	503	
Ned & Maria Hoang	505	
xu ya fan	403	xu ya fan
Lisa Luchsinger	404	
Cristina DiPato	212	Cristina DiPato

Resident Signatures:

NAME	UNIT NUMBER	SIGNATURE
Pamela Sara Head	506	
Ellen Palma	803	
Adi Butler	209	
Gail Butterworth	1005	
Sarah H	22-508	
Haydee Gonzalez	24-806	
Inga Vitols	1006	
Sandrine EGUE	501-24	

Resident Signatures:

NAME	UNIT NUMBER	SIGNATURE
Paula Hubble	309	
Cadence Maricante	302	
Lorraine Caramico	305	
Wenrui Lin	301	
Kevin Gray	312	
Timothy Bell	311	

From:	Singh Padam
To:	cpds; Shaun Ryan; Mary Grace Sabol
Subject:	Patio and Terrace Block Proposed Development at 41 Maryland Avenue (PAM2025-00156) – 12 Story Building
Date:	Monday, February 3, 2025 12:11:04 PM

WARNING - External email. Exercise caution.

The City of Rockville Community Planning and Development Services,

I am writing as a resident of Victoria Condominiums to express the significant and direct impacts of the proposed affordable housing development at 41 Maryland Avenue (PAM2025-00156) facing directly to my patio unit. Without meaningful revisions, this project will negatively affect Victoria Condominium residents, particularly those whose units directly face the proposed building.

Attached are photos from my patio/terrace to illustrate the scale of this impact:

- **Pic 1 – My Patio.jpg**
- **Pic 2 – Building Against My Patio.jpg**
- **Pic 3 – Proposed Building Against Patio.jpg**
- **Pic 4 – Proposed Building 2.jpg**

As shown in the attachments, my patio will face a 12-story wall of windows positioned extremely close, with almost no space in between. This will eliminate privacy, block sunlight, and obstruct views, leaving my outdoor space and patio in permanent shade. The structure will overwhelm my unit, effectively boxing me in behind a towering wall and significantly reducing my property value. Every unit above me facing this proposed building will be directly affected in the same way.

While I support the need for affordable housing, this project appears to benefit only future residents—who have yet to move in—while disregarding the needs of current residents who have established their homes and families here. The well-being of Victoria Condominium residents is being overlooked in favor of developer profits and future tenants, with little regard for the daily lives of those families who will be directly impacted by this 12-story structure.

Furthermore, Rockville Town Center (RTC) already has numerous apartment buildings, many of which currently have vacant units, as shown on platforms like Zillow. This raises an important question: why is there a pressing need for yet another large, 12-story, 147-unit apartment complex that removes valuable open space and contributes to overbuilding with massive concrete structures?

To illustrate, I've attached photos of current rental and housing vacancies in RTC as of Feb 3, 2025:

- **Pic 5 – Zillow Rental Vacancies.jpg** - Approximately 76 rental units are vacant within RTC, with an additional 22 units available at the border of RTC, totaling 98 rental vacancies in the surrounding area.
- **Pic 6 – Zillow Sale Housing Vacancies.jpg** - Approximately 7 housing units are for sale within RTC, with an additional 8 units available at the border of RTC, totaling 15 housing vacancies in the surrounding area.

Many Victoria Condominium residents have signed a petition expressing these concerns, which was previously submitted. We respectfully ask that our voices not be ignored. We strongly urge the City to prioritize the well-being of current residents over the interests of developers. This proposal must be reevaluated with careful consideration of its long-term impact on the surrounding community.

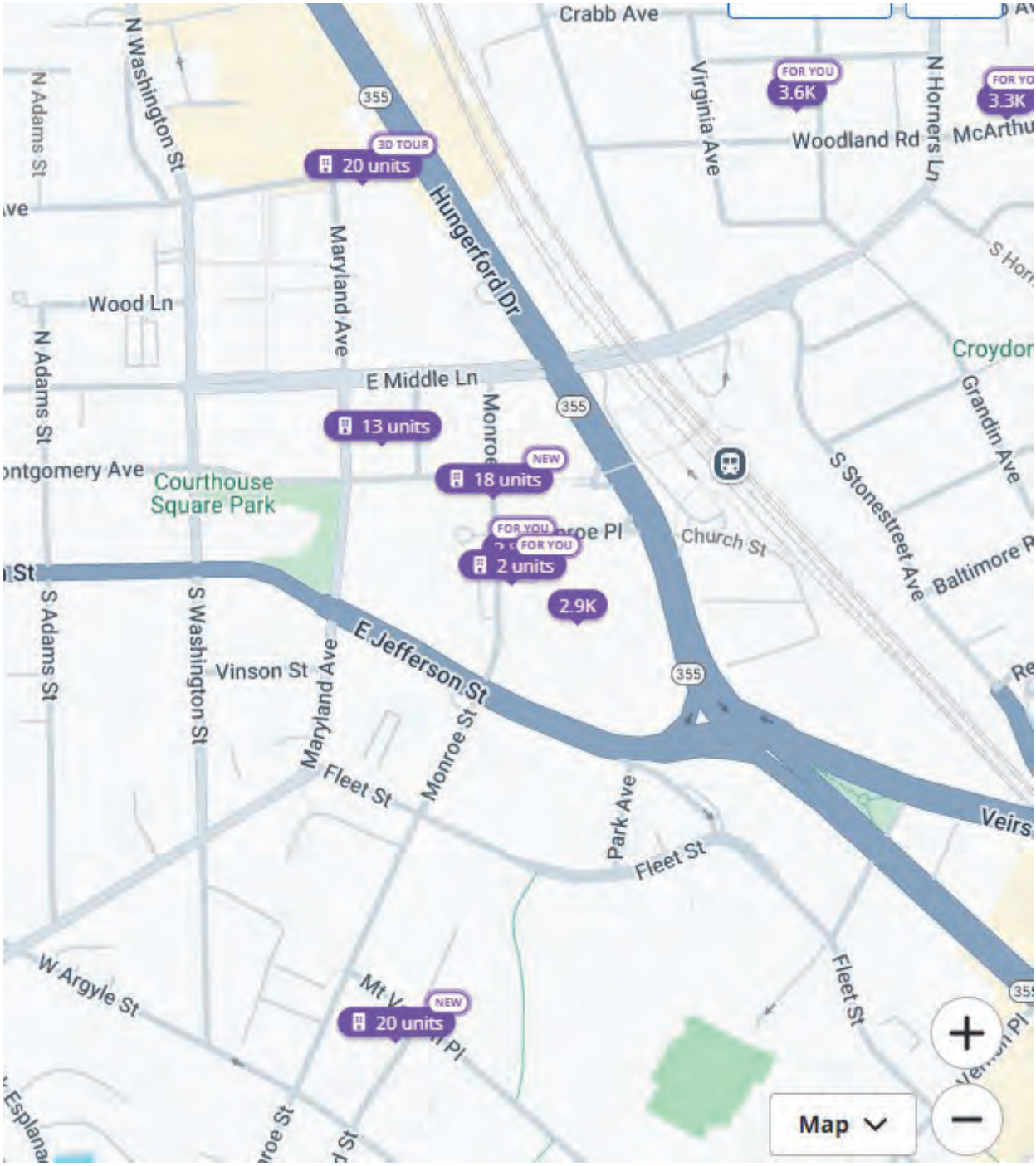
I kindly request that this email, along with the attached pictures, be documented with confirmation and taken into consideration as part of your decision-making process.

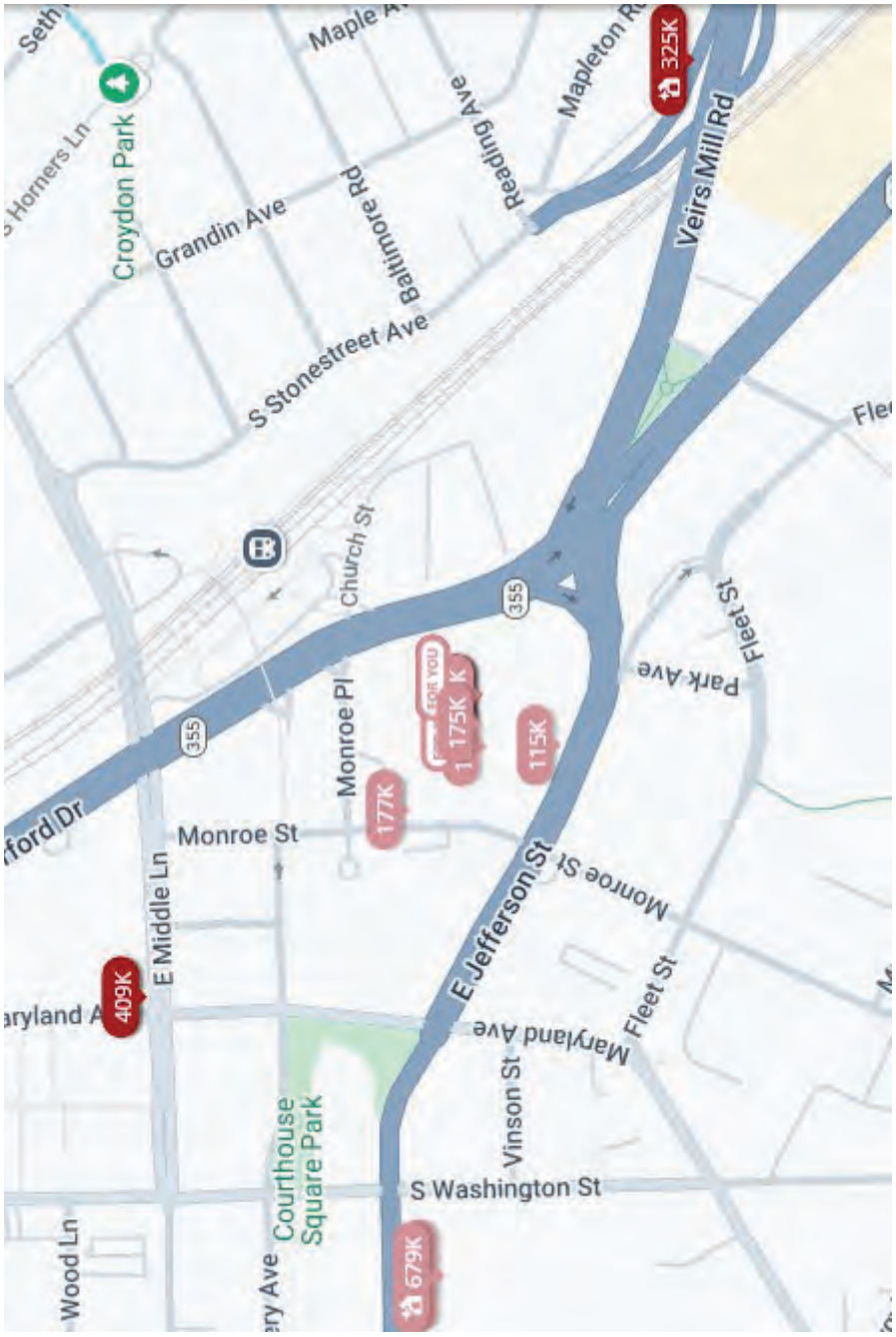
I look forward to your thoughtful consideration of this issue.

Sincerely,

Padam Singh
Resident, Victoria Condominiums
padam23@yahoo.com

E MIDDLE LN
MARYLAND AVE


Crabb Ave
N Washington St
N Adams St
355
3D TOUR
20 units
Hungerford Dr
Virginia Ave
FOR YOU
3.6K
Woodland Rd
N Horners Ln
FOR YO
3.3K
McArthu
Maryland Ave
Wood Ln
S Hor
Croydor
E Middle Ln
13 units
Monroe
NEW
18 units
Grandin Ave
S Stonestreet Ave
Courthouse
Square Park
FOR YOU
FOR YOU
2 units
2.9K
Church St
Baltimore P
S Adams St
S Washington St
Vinson St
E Jefferson St
Maryland Ave
Monroe St
Fleet St
Park Ave
Veirs
W Argyle St
NEW
20 units
Map


Croydon Park
Grandin Ave
Baltimore Rd
Reading Ave
Mapleton R
Veirs Mill Rd
325K
S Stonestreet Ave
Church St
355
Monroe Pl
Monroe St
Park Ave
Fleet St
E Jefferson St
Monroe St
Maryland Ave
Fleet St
Vinson St
E Middle Ln
409K
Courthouse Square Park
S Washington St
679K
Wood Ln
115K
177K

From:	Singh Padam
To:	cpds
Subject:	Strong Concerns Regarding Proposed Development at 41 Maryland Avenue (PAM2025-00156) - 12 Story Building
Date:	Thursday, January 9, 2025 11:25:30 AM

WARNING - External email. Exercise caution.

Re: City of Rockville's Community Planning and Development Services at cpds@rockvillemd.gov or 240-314-8200

Dear Community Planning and Development Services,

I am writing as a resident of Victoria Condominiums to express my strong opposition to the proposed affordable housing development at 41 Maryland Avenue (PAM2025-00156). While I support the goal of providing affordable housing, this particular proposal is deeply flawed and raises critical issues that will severely and negatively impact the neighboring community, especially our building.

Attached is a photo of our patio, which illustrates how this proposed 12-story structure would completely overwhelm our property. As you can see, there is already a large building close in front of us; this new building would create yet another wall in between. This project would box us in behind a massive wall, blocking sunlight and views, and casting our building in permanent shadow. We at Victoria Condominiums are shocked and dismayed that such a proposal is even being considered without apparent regard for the significant harm it will cause to nearby residents. By forgoing parking and retail, the developer prioritizes profit over community well-being, proposing to increase units from 117 to 147 and raising the height to 12 stories.

Key concerns include:

1. Loss of Sunlight and Views
   The proposed 12-story building will overshadow our building, cutting off sunlight and views that are vital to the quality of life for Victoria residents.
2. Parking and Traffic Congestion
   The complete lack of on-site parking in the proposal is unacceptable and will intensify the already strained parking situation in the area. It will lead to increased congestion, inconvenience for residents and visitors, and worsen traffic on small, already busy streets.
3. Elimination of Retail and Green Space
   The removal of first-floor retail and green spaces detracts from the vibrancy and livability of our neighborhood. These features were part of the original approved plan and should not be disregarded for the sake of additional units.
4. Impact on Neighborhood Character
   The mass and height of this development would fundamentally alter the character of our neighborhood, replacing open space with a stark, imposing concrete structure that diminishes property values and the sense of community.
5. Noise and Pollution During and After Construction
   The construction of this project would result in significant noise and pollution, with debris potentially falling onto our properties. This would directly and negatively impact the health and daily lives of residents.

6. Increased Fire Risk
   Recent catastrophic wildfires in urban areas across the U.S., including California, have highlighted the dangers posed by high-density construction in tight spaces. The proposed proximity of this massive structure to our building could create significant fire safety risks. If a fire were to occur in either building, the close distance and lack of adequate spacing could hinder emergency response, evacuation efforts, and firefighting access, putting lives and property at risk. This risk is magnified by the lack of on-site parking, which would further complicate emergency vehicle access.

Many Victoria Condominium residents share these concerns, and we strongly urge the City to prioritize the well-being of current residents over the interests of developers. This proposal must be reevaluated with careful consideration of its long-term impact on the surrounding community.

I will attend the virtual pre-application meeting on January 21, 2025, and I look forward to seeing these concerns addressed during the discussion.

Thank you for your attention to this critical matter.

Sincerely,
Padam Singh
Resident, Victoria Condominiums
padam23@yahoo.com

Hello Chris,

I hope this message finds you well. As a resident of Rockville for 22 years, I fully support the Rockville Master Plan to bring more housing, especially affordable housing to Rockville.

I am writing to follow up on the meetings with the project developer, held at The Victoria Condominium on 2/13/25 and online 1/21/25, about the proposed 41 Maryland Ave property. I truly appreciate the dialogue with the Developer and the City of Rockville.

However, it's clear from these discussions that the concerns raised—particularly by residents whose balconies and windows directly face the proposed project—have not been sufficiently addressed. Despite bringing up the potential effects on our privacy, views, and overall living conditions, these concerns don't seem to have been given much consideration in the current plans.

Despite bringing these concerns up at the 1/21 meeting, there does not appear to be any changes to the project in the current plans. In fact, in the 2/13 meeting two items were mentioned at that meeting that were not mentioned at the previous meeting: that the proposed development property boundary line would be touching The Victoria condo property boundary line and there would be balconies overlooking The Victoria.

I cannot overstate the adverse effects having balconies literally a few feet from our balconies have, not just to Victoria residents, but also to residents of 41 Maryland Ave.

I am especially concerned about the 1st floor Victoria resident who has an outdoor patio that touches the property line. I'm afraid someone can quite literally jump down from their balcony at 41 Maryland onto this terrace.

I believe there are adjustments to the project to mitigate these issues and lessen the impact on Victoria condo residents:

- Remove the proposed balconies from the side that faces The Victoria.
- Back-set the units that overlook The Victoria.
- Development of an outdoor terrace.
- A mural or other creative way to minimize the impact of looking at a brick wall or into another person's apartment or balcony.

I have attached photos to this letter at the bottom to illustrate some of my ideas.

As residents, we hope that our perspectives can be acknowledged and that efforts will be made to mitigate the negative effects of this development on our daily lives. We respectfully urge the Rockville Government to support the residents by requesting the developer to reassess certain aspects of the project that will impact those of us in the affected units

We look forward to hearing how the developer plans to address these concerns and would appreciate an update on any actions being taken.

Sincerely

Paula Hubble

24 Courthouse Square, #309

Rockville, MD

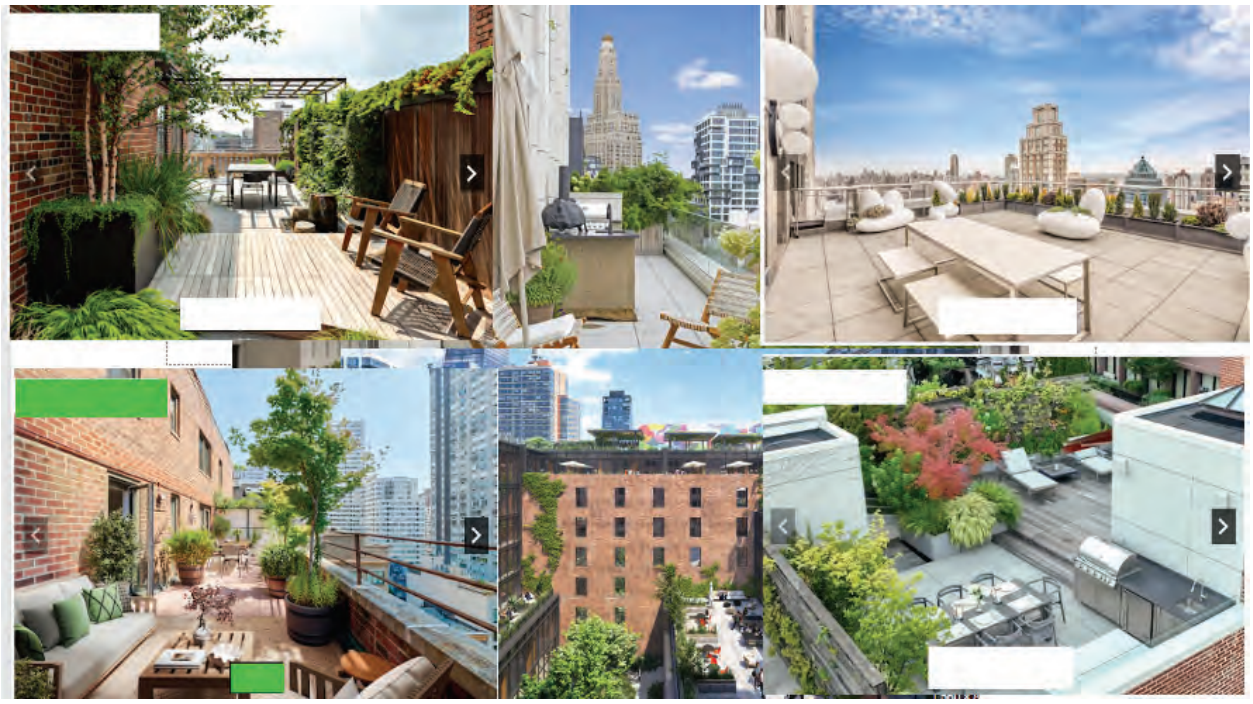
20850

240-447-3883

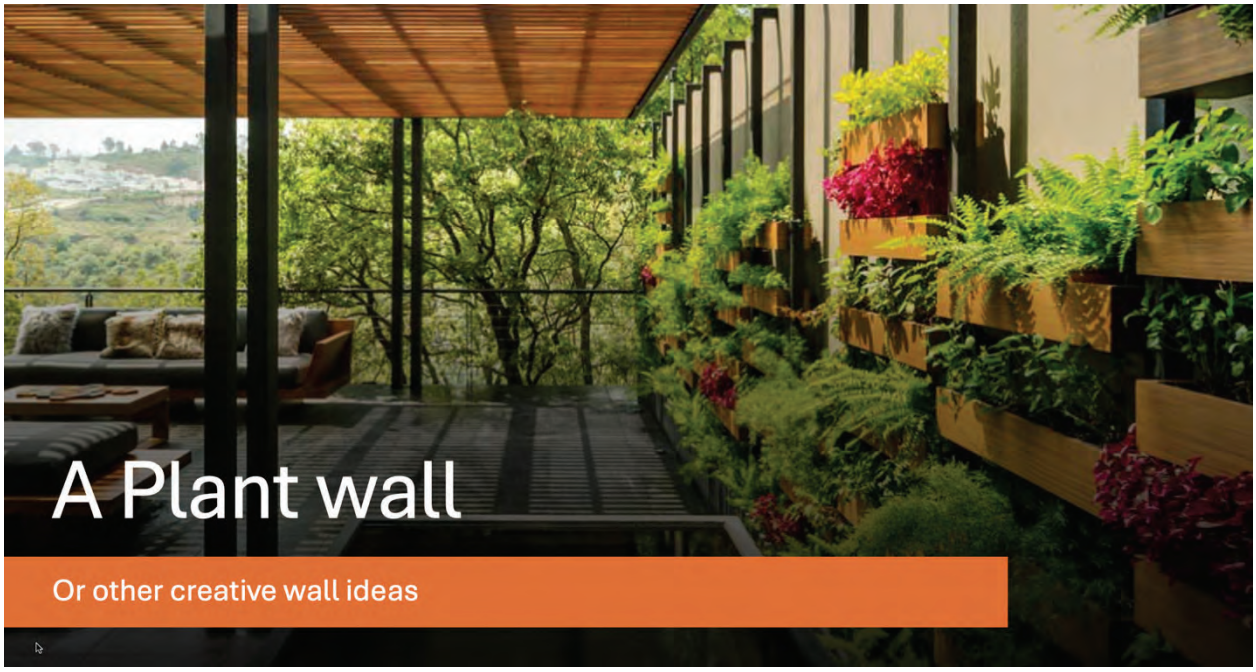
paulahubble@gmail.com

Attachment

Creative Ways to make the proposed apartments visually more appealing, to the Victoria Condo Residents



Commission a Mural



A Plant wall

Or other creative wall ideas

Outdoor-Rooftop Terrace

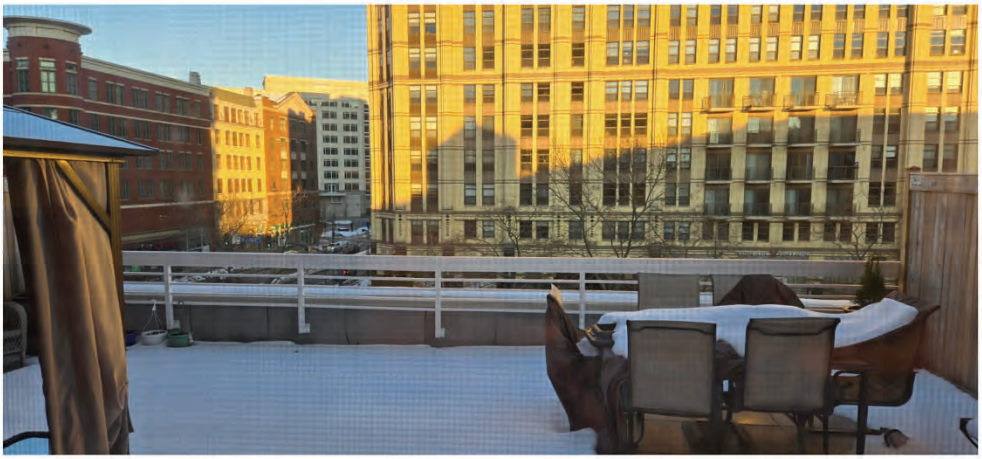
Victoria Condo Concerns

The yellow outline is where The Victoria condo is.

We need to see an accurate depiction of how far the proposed property is to the Victoria.

Will tenants from the proposed apartments, look directly in our window

View from outdoor terrace



the white fence is how far from the proposed property?

Will tenants from the proposed property be able to jump from their apartments onto this terrace?

Will the residents of this terrace look at a brick wall?

View from my window to outdoor terrace below. You can see the terrace goes all the way to where the white fence is.

From: Rahima
To: cpds
Subject: Strong Concerns Regarding Proposed Development at 41 Maryland Avenue (PAM2025-00156) – 12 Story Building
Date: Wednesday, January 15, 2025 4:43:18 PM

WARNING - External email. Exercise caution.

Dear Members of the Rockville Community Planning Team,

I am writing as an owner of a unit in Victoria Condominiums in which my aging mother resides, to express my strong opposition to the proposed affordable housing development at 41 Maryland Avenue (PAM2025-00156). I highly support the goal of providing affordable housing, however this specific proposal is missing aspects critical for the success of affordable housing goals and raises key concerns that will negatively impact not only the Victoria Condominiums, but the community as a whole. I kindly ask that these concerns below be adequately considered.

1. **Social Inequities Due To Lack of Parking In The Proposal**
    - Affordable housing should be promoting economic mobility, supporting workforce housing, and advancing equity and inclusion. Creating 147 unit structure in such a small space without parking would perpetuate social inequities to future tenants of this proposed development in comparison to all their neighbors in the area who all generally have access to their own parking. Though it would be labeled as 'affordable housing', in reality, it would be limiting tenant's access to only certain jobs/places to go and/or creating additional economic hardship by causing tenants to have to pay for off-site parking and adding to their expenses. Ultimately, the current project as is would be prioritizing developer's profit at the cost of those the project should be servicing.
2. **Neighborhood Parking Challenges and Excessive Traffic**
    - Lack of parking in the new development would also increase demand for existing limited public parking and lead to congestion and tension among neighbors/guests/shoppers.
    - The elimination of existing parking spaces in the proposal to create this massive structure ignores the already strained parking situation in the area. Increased traffic congestion in small streets near the town center will worsen daily commutes and impact visitors.
3. **Unreasonable Height/Scale & Unclear Impact To Victoria Condominium Facade and Structure**
    - The height of the proposed 12-story structure is excessive for the limited space available. Positioned so close to the Victoria condominium, this building would essentially wall in our property, cutting off sunlight and creating a feeling of confinement.
    - It is generally known that constructing a new large building at a very close proximity to an existing one especially if the new building is larger, could result in structural and façade-related issues in the existing building. The proposed 12-story structure is proposed to be directly adjacent to Victoria Condominium which is only 10 resident-story structure. Structural/façade risks may be at worst case safety related or at best case cause damage that would create financial hardship to owners/residents. There has been no

communication on what is being done to mitigate these potential key risks and what studies/risk assessments support the conclusions:

- Excavation for the new building's foundation causing disturbance in soil and causing settlement/shifting causing cracks in Victoria Condominium's structure.
- Vibrations caused from construction damaging structural integrity of Victoria Condominium
- Stability concerns for Victoria Condominium due to the proposed structure's large weight altering surrounding soil and causing localized settling.
- Damage to Victoria Condominium's façade caused by dust and debris during extreme proximity construction
- Façade degradation due to increased moisture and impeded drainage because of close proximity

4. **Fire and Safety Concerns**
    - Fires in high-density urban areas are becoming increasingly common, as seen with recent events in California. A building of this size, with minimal spacing from existing structures, heightens the risk of fires spreading quickly. Additionally, the lack of on-site parking raises concerns about emergency response access.
5. **Health Risks During Construction**
    - Construction of such a large building in such close proximity to residential units will bring dust, debris, and air pollution, potentially affecting the health of residents, especially the most vulnerable (seniors OR those with respiratory issues).
6. **Lack of Transparency & Community Engagement**
    - I was unaware of this project and have only heard of it from another resident. Clearer communication and broader community engagement are necessary for a project of this magnitude.

I urge the Community Planning Department to thoroughly evaluate this proposal with concerns I've raised, considering its long-term impact on current and any future residents.

Thank you for taking the time to review my concerns.

Sincerely,

Rahima Mohamed

From: Sally Sarah Duffy
To: Christopher Davis
Subject: 41-44 Maryland Avenue, PAM 2025-00156
Date: Wednesday, January 29, 2025 5:49:34 PM

WARNING - External email. Exercise caution.

Dear Mr. Davis,

I attended the pre-application area meeting for the proposed Monument at Rockville Station project and reviewed the related documents.

I fully comprehend the necessity of such a project and concur that Rockville Town Center has much to offer the intended residents. However, I do have some reservations about the proposed plans. My primary concern, as I mentioned during the meeting, is the plan to provide no on-site parking for the residents of or visitors to the building.

I appreciate that there will be an effort to explore alternative parking options for residents who desire it, albeit at an additional cost. Nevertheless, I believe the City should insist on the developer presenting a comprehensive and guaranteed plan. For instance, while there may be ample parking now, what about when the storefronts fill up as anticipated? I recall instances when parking in Rockville Town Square was extremely challenging, deterring people from visiting. Even during the week, finding street parking is difficult, and double parking has become increasingly prevalent.

While I acknowledge that many residents may not require cars, some will have them. Without a responsible and realistic plan to accommodate them, they may resort to illegal parking on other properties, such as the Victoria's Plaza. Although we have authorized towing and installed appropriate signage, we still encounter issues with illegal parking on the Plaza. Notably, a request to install a parking gate several years ago was denied by the City due to concerns about cars backing onto Courthouse Square.

Another concern I have about the 41 Maryland Avenue plan, as currently proposed, is the lack of parking for visitors, workers servicing the building, and delivery vans. This could lead to increased congestion at the already busy intersection where the new building will have a front door.

Furthermore, the proposed loading dock design seems to require drivers to back out onto the street, which could further exacerbate traffic congestion.

In my opinion, it would be irresponsible for the City to approve a building with no accommodations for residents' and visitors' cars and limited parking for trucks associated with the project. This would impose unreasonable costs on both the proposed residents and the surrounding neighborhood.

Sure, we have good public transportation options in Rockville, but this is still a mostly suburban area. Buses cover many routes, but they come relatively infrequently, which can be frustrating when you miss one. Some routes don't even run on weekends. The Metro is great, but it's likely to be crowded during commuting times, especially as Federal workers return to the office after the widespread adoption of work-from-home. This could mean residents have to wait for multiple trains to pass before they can get on, as used to happen before.

Thank you for the opportunity to share my concerns, and I look forward to hearing how they may be addressed as the development approval process progresses.

Sincerely,

Sarah Duffy
22 Courthouse Square 503
Rockville, MD

From: Bill Loewy
To: Christopher Davis
Subject: Momentum at Rockville Station lack of Parking
Date: Monday, January 6, 2025 2:56:38 PM

WARNING - External email. Exercise caution.

Good Day,

We live in the Americana Centre.

While we are all for more affordable housing in Rockville and rode the Metro to work almost every day for 30 years, we cannot understand how this project has no parking. Parking in Rockville is a nightmare already and this project will bring hundreds more cars.

Please build more affordable housing but build it with enough parking. I am aware that the developers don't like parking as it does not make revenue but they don't like here.

We need more parking, not less.

William & Lynne Loewy
4 Monroe St #903
Rockville MD 20850

From: Anna H
To: Christopher Davis
Subject: Re: Great Concerns Regarding Proposed Development at 41 Maryland Avenue (PAM2025-00156) – 12 Story Building
Date: Friday, June 27, 2025 1:00:50 PM
Attachments: image001.png
image006.png
image005.png
image002.png
image003.png
image004.png

WARNING - External email. Exercise caution.

Hi Chris,

Please see the attached notice which shows 2027 date for the construction. This is what was communicated to us officially via mail, so 2026 isn't the original timeline. I understand along the way it changed and that's why I reached out.

Again, I understand the excitement about the project but I'm hoping more time will be given to current residents to figure out their living arrangements. The moment construction starts, certain units won't be feasible to neither sell or live in.

Following original timeline will also help the developers to address the concerns that were raised (so far besides referencing to 1994 approval which is set to expire in few years, I haven't seen any recent research or data proving that the building won't be taxing on the existing infrastructure due to its extreme proximity to existing building, lack of parking and small surface of the parking lot on which the 147 unit will be built).

Thank you,
-Anna

Projected Timeline:

Pre-Application Community Meeting: Tuesday January 21, 2025

Development Review Committee: TBD anticipated Late January 2025

Project Plan application: February 2025

City Staff review: Spring 2025

Mayor & Council Consideration Project Plan: 2025

Planning Commission Consideration Project Plan Recommendation and Site Plan : 2025 and 2026

Construction: 2027

Location Map:

VICINITY MAP

).

Thank you,
-Anna

On Thu, Jun 26, 2025 at 9:58 AM Christopher Davis <cdavis@rockvillemd.gov> wrote:

> Good morning Anna,

Thank you for reaching out. I am not aware of any change to the applicant's timeline which was shared at previous meetings and I believe they are still anticipating possible start of construction sometime in 2026 at the earliest. The applicant still needs to receive approval of both a Project Plan and Site Plan application, neither of which have been decided on.

Staff anticipates that the applicant will resubmit in the coming weeks on the project plan and that will be followed by additional public meetings at the Planning Commission and Mayor and Council. Once those meetings are confirmed, they will be added to the project webpage here: https://www.rockvillemd.gov/2560/41-44-Maryland-Avenue-Momentum-at-Rockvi.

Please let me know if you have any other questions and thank you again for the feedback.

Chris

*****New Online Application Process*****

On July 1, 2025, Rockville will begin accepting all development review applications online through MGO Connect (MGOC). The system features a customer dashboard that allows for online payment and convenient tracking of projects. Once the system is live, we will no longer accept email applications for any development review applications such as site plans, project plans, plats, special exceptions, variances, historic preservation, and others. All applications will be made through MGOC. If you haven't previously registered, please create a **free account** at https://www.mgoconnect.org/cp/info-account. This page is currently live. There's no need to wait for July 1 to create an account.

Christopher Davis
SENIOR PLANNER
Community Planning and Development Services
P. 240-314-8201
www.rockvillemd.gov

How was your experience with us? Take a quick survey and let us know - https://www.surveymonkey.com/r/JD9CWXC

From: Anna H <ahairumi@terpmail.umd.edu>
Sent: Monday, June 23, 2025 9:37 AM
To: Christopher Davis <cdavis@rockvillemd.gov>
Subject: Re: Great Concerns Regarding Proposed Development at 41 Maryland Avenue (PAM2025-00156) – 12 Story Building

WARNING - External email. Exercise caution.

Hi Chris,

I hope you had a nice weekend.

It came to my attention that there are talks for starting this development as soon as possible.

I am writing in hopes that the developer will still honor the original timeline giving enough time for current residents of Victoria to plan their living arrangements (e.g selling their units, breaking lease, etc.) especially for the units that will directly face the new building as they will be impacted the most.

I understand that the excitement over the new affordable housing project has overshadowed all the concerns that were raised and the building will be built not matter what. So I'm hoping at least in this matter the city and the developer will assist us.

Hope to hear from you soon.

Best regards,

-Anna

On Mon, Jan 13, 2025 at 3:44 PM Christopher Davis <cdavis@rockvillemd.gov> wrote:

> Good afternoon Anna,
>
> Thank you for your feedback on this project. Your response and concerns are much appreciated and will be considered in review of the project.
>
> To stay updated on the project, please visit the project webpage here: https://www.rockvillemd.gov/2560/41-44-Maryland-Avenue-Momentum-at-Rockvi
>
> The Pre-Application Area Meeting is the preliminary application for the project. There will be subsequent development applications that will be required before any such project can move forward and will include public meetings where you can continue to provide feedback. As such meetings are scheduled, please feel free to refer to the project webpage as they will be posted

there as well.

Thank you,

Chris

Christopher Davis

SENIOR PLANNER

Community Planning and Development Services

www.rockvillemd.gov

111 Maryland Avenue

Rockville, MD 20850

DIRECT EXTENSION: 240.314.8201

OFFICE MAIN LINE: 240.314.8200

How was your experience with us? Take a quick survey and let us know - https://www.surveymonkey.com/r/JD9CWXC

From: Anna H <ahairumi@terpmail.umd.edu>
Sent: Saturday, January 11, 2025 1:50 AM
To: cpds <CPDS@rockvillemd.gov>
Subject: Great Concerns Regarding Proposed Development at 41 Maryland Avenue (PAM2025-00156) – 12 Story Building

WARNING - External email. Exercise caution.

Dear Community Planning and Development Services,

I am writing as a resident of Victoria Condominiums to express my deep concern and strong opposition to the proposed housing development at 41 Maryland Avenue (PAM2025-00156).

I am aware that the project aims to expand affordable housing options (which I wholeheartedly support as a first time home owner myself), but surely it can be achieved without grossly compromising current residents' dwellings and structural integrity of the neighborhood.

The current plan has so many obvious drawbacks that I am baffled as to why it is even being considered. Below are some of my main concerns regarding the proposed project that I'd like to bring to your attention.

Loss of sunlight and privacy: The mass and height of this development will cast permanent shade on both buildings and courtyard of Victoria, replacing open space with a stark, imposing concrete structure. My unit specifically (along with other units in the same tier) will directly face the new building, boxing us behind a high rise building. The proposed building will block my windows and balcony, and I will also have to keep my curtains closed at all times for privacy because of the very close proximity of the new building. All of these will drastically alter quality of life for myself and fellow residents of Victoria and diminish the value of our properties.

Structural Integrity and Congestion: The area has changed significantly since 1994 (original approval of the project). Our neighborhood has high traffic of both pedestrians and vehicles and is already surrounded by numerous residential, commercial and other buildings. Building another high rise building on such a small surface raises many safety, drainage and structural issues. The proposed lack of on-site parking will also intensify already strained parking situation in the area. Keeping this small pocket of space open is vital and much needed for the vibrancy and livability of our neighborhood.

I look forward to the virtual pre-application meeting on Jan 21st and hope that these concerns will be addressed then.

Sincerely,

-Anna

From: Carl Schreyer
To: Christopher Davis
Subject: 41 Maryland Ave, PJT2025-0023
Date: Friday, May 16, 2025 1:13:40 PM

WARNING - External email. Exercise caution.

Good afternoon,

Can you along with the Mayor and Council take into consideration my concerns regarding the proposed 41 Maryland Avenue, Monument building?

1) Impact on physical environment to the rest of South facing Victoria building 24 and North facing building 22

I haven't heard the developers acknowledge the negative impact the proposed building will have on the sunlight, view and character to the remaining approx. 45 units on the south side of the Victoria building 24 Courthouse Square (facing the Victoria courtyard).

As well as the aprox. 10 Victoria residential units facing north in Victoria building 22 Courthouse Square (facing the Victoria courtyard), or the two stories of businesses facing north in the Victoria building 22.

I will completely lose privacy, sunlight and view from my bedroom window and one third of my balcony privacy, sunlight and view.

Additionally, I'd like to point out the pre-existing, unique limitation of the Victoria courtyard. Our courtyard is already closed off by buildings and a parking garage to the west. The proposed Monument building to the east will completely box in the Victoria courtyard for the effected Victoria residential and commercial units.

2) Victoria built in 1991, 41 Maryland Avenue zoning in 1994

If *these dates are correct, I haven't heard the developers acknowledge the Victoria buildings were constructed prior to the 1994, 41 Maryland Avenue zoning. Only that it "was about the same time"* and that a proposed building has been on the books since "1994."

Therefore, for what it's worth, to my knowledge there are effected Victoria residents that have owned property prior to the 1994 zoning the developer has referenced.

3) What is the total number of street parking spaces the City will lose on Maryland Avenue?

Can you clarify this please? In the 5/14/25 planning meeting it was said by the developers 3-4 and also one.
Seems to me at least 3-4 street parking spaces.
1-2 for the loading dock and 1-2 for the proposed street wheelchair accessible vehicle handicap parking.

4) Developer guaranteed Monument resident parking in parking garage

I'm aware the Mayor and Council do not require onsite parking within a half mile of metro.

Why won't the developers voluntarily reserve parking spaces for the Monument residents in their own parking garage located across the street at Blvd. 44?

If they do own the parking garage, how come they are not fully leveraging it for the benefit of their potential residents?

Last year, Mayor Ashton was quoted, on the developer Comstock's website, eloquently saying the city is working to provide housing options for school teachers, police, firefighters, health professional staff and other people in the Town Center.

A worthy goal, but how satisfactorily are the developers proposing to hold up their end of the agreement?

The developers tout the convenience of public transportation and a parking garage across the street (which Comstock may own) and in the Square, but I think it is unrealistic and misleading to expect the majority of teachers, medical staff, police and firefighters to get to work on public transportation.

Irregardless, these desired residents are most likely going to want to park a vehicle, but where and at what additional cost?

Will the City advocate for guaranteed parking for Monument residents?

Sincerely,
Carl Schreyer
Victoria condo resident

Sent from Yahoo Mail for iPhone

From:	JC
To:	Christopher Davis
Cc:	Monique Ashton; Kate Fulton; David Myles; Barry Jackson; Izola Shaw; Marissa Valeri; Adam Van Grack
Subject:	Opposition to Proposed Development at 41 Maryland Avenue (PAM2025-00156)
Date:	Wednesday, August 13, 2025 1:06:37 PM
Attachments:	image001.png

WARNING - External email. Exercise caution.

Dear Mr. Davis,

Thank you again for your time and engagement with residents regarding the proposed high-density development at 41 Maryland Avenue. As the residents of Rockville since 1992, my wife and I strongly support new housing development projects in our city and county. However, it must not come at the cost of safety, health, or stability of existing communities. I am writing to formally supplement the public record with additional observations, risks, and photographic evidence as a resident of the Victoria Condominium and a licensed insurance agency owner with over 35 years of experience in risk management and property & casualty insurance. Please keep this letter as part of the official record. I will also be sharing this with our City Council members and the Mayor.

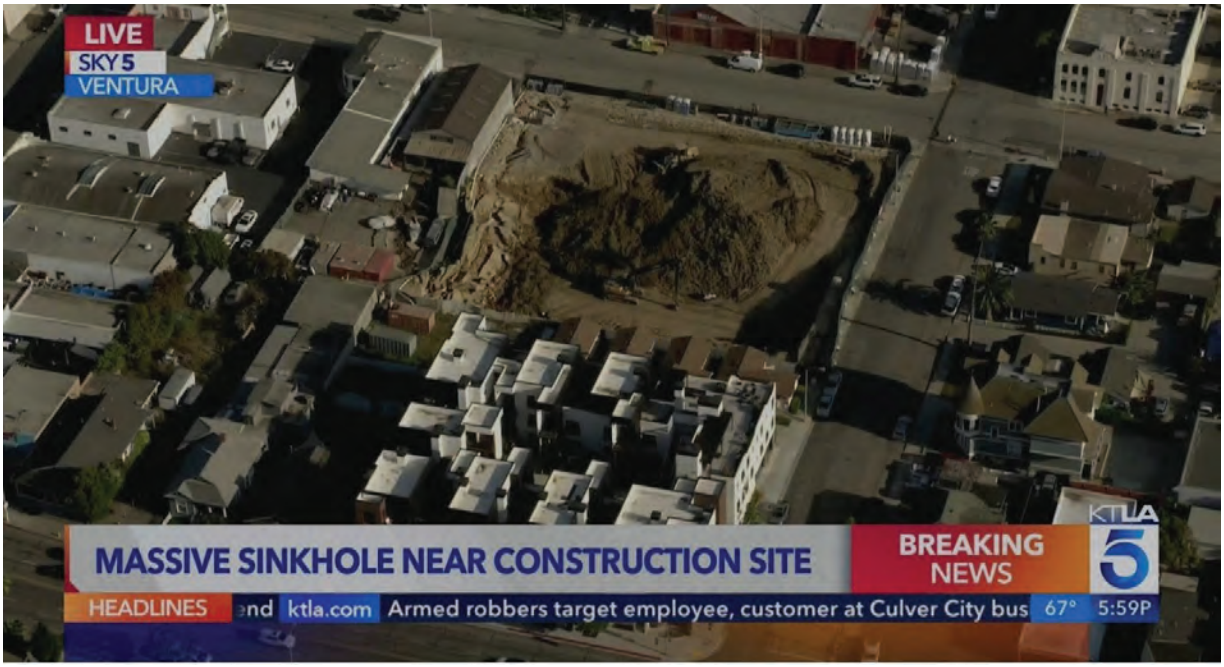
This email includes new concerns related to fire safety, health hazards, traffic impact, and structural proximity, which I urge the City of Rockville to include in its review.

1. Risk of Collapse and Sinkhole Formation

ABC News with David Muir, KTLA, and LA Times reported a dramatic incident occurred in Ventura, California on May 30, 2025, where a 25-feet sinkhole abruptly opened beside a construction site for a new apartment complex . Vehicles were swallowed whole, structures adjacent to the site were damaged, and at least one commercial and one residential property were officially red-tagged by city authorities . The city later confirmed the cause was a failure of temporary shoring systems, possibly aggravated by excessive groundwater pumping and soil disruption . Despite zoning approval, oversight at the construction phase was evidently inadequate—shoring and drainage safeguards were ignored or under-reviewed, resulting in catastrophic ground collapse.

Relevance to Rockville

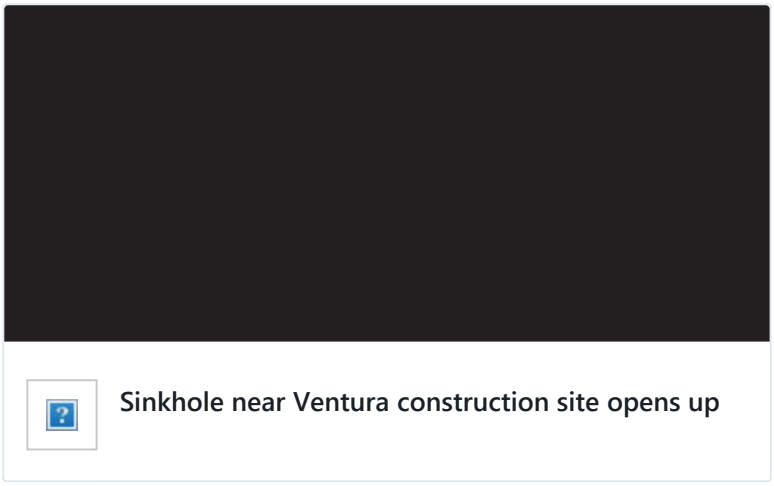
Both Victoria Condominium and the proposed development share limited underground infrastructure (water mains, drainage, sewage) buried under decades-old soil. Our building was constructed in 1992; the subsurface soil structure and pipe integrity may now be fragile. Excavation or construction stress nearby could accelerate soil collapse or flooding, raising structural stability risk akin to human-induced sinkhole phenomena. If the developer constructs deep foundations or reroutes utilities without independent geotechnical review, we face elevated risk of soil destabilization, pipe failure, and potential structural collapse. Shared infrastructure issues further amplify legal liability for both structures.


LIVE
SKY 5
VENTURA
KTLA
5
MASSIVE SINKHOLE NEAR CONSTRUCTION SITE
BREAKING
NEWS
HEADLINES
nd
ktla.com
Armed robbers target employee, customer at Culver City bus
67°
5:59P

Ventura Forward

News reference: KTLA & ABC News with David Muir Report on Ventura Sinkhole

Sinkhole near Ventura construction site opens up



https://youtu.be/LfDsmZBc1K8?si=BKR-5WtJ745Ss5cp

https://www.latimes.com/california/story/2025-05-30/ventura-sinkhole-takes-down-a-shed-and-two-vehicles-sends-people-scrambling

2. Fire Hazard Risks and Shared Exposure

Fire incident at the Cambria Hotel Rockville, located across from the Victoria Condominium on April 12, 2025, which more than 10 fire trucks were required to control a nearby emergency, which serves as a warning. If the proposed new building is approved, since with only 12 feet separating between two buildings.

Key concerns:

If a fire breaks out in either building, flames, heat, or smoke could rapidly spread to the adjacent structure;
Emergency response and evacuation would be compromised by narrow access lanes, high density, and vertical spread risk; With 147 new units and no parking, crowding and delayed emergency response becomes a life-threatening concern; The legal liability for both building owners and unit owners would be significant — especially given the lack of setbacks, fire buffer zones, or alternate egress routes. Even if this proposal is revised to become a smaller building or row of townhouses, the 12-foot distance still poses an unmitigable safety and legal risk for all adjacent structures, especially in a tightly packed urban corridor. (evidenced in the April 12, 2025 emergency).

THE LADY WINTHER

3. Health Risks: Dust, Noise, and Psychological Stress

The Victoria Condominium is home to a large senior population, with over 50% of residents over age 65. Many chose this location for its healthcare access, especially Kaiser Permanente, and walkability. A two-year construction project of this scale will inevitably cause significant air pollution (including dust that can cause or worsen lung cancer, asthma, and chronic bronchitis) and high-decibel noise levels that deeply affect elderly residents' mental health and sleep.

The risks from this proposed construction include:

Airborne dust known to cause lung cancer, COPD, and cardiovascular issues;

High-decibel construction noise, a source of mental stress, insomnia, and hypertension;

Long-term exposure to dust and noise can be fatal or severely reduce quality of life for medically fragile individuals.

These health hazards, over such a prolonged period, could result in legal liability to developers and the City should residents experience worsening conditions.

4. Traffic, Parking, and Pedestrian Safety

The current East Middle Lane, which is already reduced to a single lane with a bike path, will face enormous pressure from an additional 147 units. Without any on-site parking planned for the new development, it is inevitable that they will use the nearby public garages—further escalating congestion and accident risk. This corner has already seen vehicle-pedestrian incidents in recent years. Adding this volume of residents without mitigation will likely increase traffic fatalities.

5. Alternative Locations: Safer and More Suitable

There are many areas in Rockville more suitable for high-density housing development. For example, King Farm offers open land, wider roads, better infrastructure, and less pedestrian conflict. Prioritizing safety and smart city planning would suggest redirecting this project to one of those zones.

I’m grateful for your attention to these concerns and am available to provide supporting documentation, or to speak during a public hearing.

Sincerely,

Jesse Chou

Mei Chi Fan
Resident, Victoria Condominium
24 Courthouse SQ, #809
Rockville, MD 20850

On Thursday, January 16, 2025 at 07:32:33 PM EST, Christopher Davis <cdavis@rockvillemd.gov> wrote:

Hello Jesse,

Thank you for your feedback on this project. Your response and concerns are much appreciated and will be considered in review of the project.

To stay updated on the project, please visit the project webpage here:
https://www.rockvillemd.gov/2560/41-44-Maryland-Avenue-Momentum-at-Rockvi

The Pre-Application Area Meeting is the preliminary application for the project. There will be subsequent development applications that will be required before any such project can move forward and will include public meetings where you can continue to provide feedback. As such meetings are scheduled, please feel free to refer to the project webpage as they will be posted there as well.

Thank you,

Chris

www.rockvillemd.gov

Christopher Davis

SENIOR PLANNER

Community Planning and Development Services

111 Maryland Avenue

Rockville, MD 20850

DIRECT EXTENSION: 240.314.8201

OFFICE MAIN LINE: 240.314.8200

How was your experience with us? Take a quick survey and let us know -
https://www.surveymonkey.com/r/JD9CWXC

From: JC <jessechou@aol.com>
Sent: Tuesday, January 14, 2025 11:58 AM
To: cpds <CPDS@rockvillemd.gov>
Subject: Opposition to Proposed Development at 41 Maryland Avenue (PAM2025-00156)

WARNING - External email. Exercise caution.

Dear Development Review Committee of Rockville,

I've been living at 24 Courthouse Sq, unit 809, Rockville, MD of the Victoria Condominium since 1992. I am writing as a concerned resident of Victoria Condominiums regarding the proposed 12-story development at 41 Maryland Avenue (PAM2025-00156).

This project's excessive height and proximity to our building will block sunlight, diminish views, and create a walled-in environment for residents. The lack of on-site parking will worsen traffic and parking congestion, while the removal of retail and green spaces reduces the neighborhood's vibrancy.

Furthermore, the fire safety and construction risks posed by dense construction so close to existing buildings are particularly alarming, especially given recent devastating urban fires in California. Such incidents highlight how closely spaced high-density structures can amplify fire spread and hinder emergency response. Combined with construction noise, debris, and pollution, will harm the health and safety of residents.

Additionally, this project will reduce our property values and negatively affect the quality of life for residents. This proposal disregards community interests and prioritizes developer profits, undermining the character and appeal of Rockville Town Center. I strongly urge the City to reject or significantly revise this proposal to align with the community's needs and sustainability goals.

Sincerely,

Jesse Chou

From:	Singh Padam
To:	Christopher Davis; cpds
Subject:	Proposed Development at 41 Maryland Avenue (PAM2025-00156) - Last meeting comments.
Date:	Saturday, May 17, 2025 6:09:07 PM

WARNING - External email. Exercise caution.

Dear Community Planning and Development Services,

I am writing to express concern about several inaccurate statements made by the applicant during the recent meetings regarding the proposed development at 41 Maryland Avenue (PAM2025-00156). Below are specific examples and clarifications for your review:

1. Statement: Only 2 Victoria Condominium units are directly impacted by the proposed building.
Correction: In fact, there are approximately **20 units** in Victoria Condominiums that directly face the proposed development and will be significantly impacted in terms of heavy construction noise, sunlight loss, privacy, and view obstruction. I have attached a photo clearly showing the full row of affected units. Additionally, **a petition signed by approximately 82 Victoria residents** has been submitted in opposition to the project, indicating a broader and deeper concern within our community and impact.

2. Statement: Victoria Condominiums and the proposed 41 Maryland Avenue project were approved at the same time.
Correction: The Victoria Condominium was built and completed in **1991 with approval even earlier**, while the zoning approval for 41 Maryland Avenue occurred in **1994**, several years later. This means Victoria Condominium was planned and approved **prior** to the 1994 zoning decision that allowed for the possibility of the current proposal. It is misleading to suggest both were reviewed in parallel.

This raises a critical question: **Why is the 1994 zoning still being applied without reassessment in 2025—more than 31 years later—despite dramatic changes to the surrounding landscape?** At the time of that zoning, the area was largely open space and parking lots with no buildings except Victoria Condominium. Today, Rockville Town Center is densely developed with multiple high-rise buildings. Continuing to rely on outdated zoning without a comprehensive review ignores the current density, resident population, and livability concerns.

3. Statement: The developer stated that there is less than 5% vacancy in the area.
Correction: Based on a quick review of rental listings on Zillow, even within a relatively small area of Rockville Town Center, there appear to be **numerous available rental units**. I've attached a screenshot for reference. This raises questions about the accuracy of the vacancy rate claimed by the developer and further challenges the stated urgency for adding another high-density residential building.

Furthermore, many resident concerns shared prior to the meeting appear to have gone unaddressed or were not acknowledged during the discussion. Developer statements seemed to be accepted without independent fact-checking or further investigation. We ask that these comments be carefully reviewed and verified as part of the ongoing evaluation process.

Thank you for your attention to these important clarifications.

Regards,
Padam

NEW
24 units
Hungerford Dr
Maryland Ave
2 units
E Middle Ln
FOR YOU
2.2K
2.4K
17 units
Monroe
355
3D TOUR
16 units
Ave
FOR YOU
Monroe
2.4K
Church St
S Washington St
E Jefferson St
3 units
Vinson St
Maryland Ave
Monroe St
355
Fleet St
Park Ave
Fleet St
S Washington St
FOR YOU
17 units
2.8K

Hello Chris,

Can you please get this letter to the Planning Commission and add to the official record?

I sat in City Hall, on Wednesday May 14, 2025, when the developers presented on the Momentum at Rockville Station. I would like to clarify a few points that were discussed during that meeting.

1. When Planning Commissioner Meng Sun asked the developer “how many Victoria residents are affected by this project”, the developer said, ‘a couple’.
    a. The is not correct. Every single unit that would overlook the new development will be affected. Whereas today, we have a nice view, once the project is built, we’ll have a view of a row of window. In the picture below, all of these residents, along with the one’s who’s glassed in balcony-sides overlook the new property, will be affected.

2. The developer said the property has been zoned for apartments around the same time the Victoria Condo was built.
    a. The Victoria Condo was built first in 1991 and was up a few years BEFORE the adjacent property was zoned.
3. When they talked about the last community meeting they held on 4/29/25, they failed to mention that the password posted on the website was incorrect so many people were unable to join the call.

Having said that, we do appreciate the developers listening to our concerns and already making two concessions based on that (no balconies-across from our windows), lowering the proposed terrace so that the Victoria residents with outdoor patio-won't have a security risk of people jumping on to their patio's.

We invite the planning commission to visit the Victoria and see two units. One with the outdoor patio and one with the glassed-in balcony who's side overlooks the new property. I think this is crucial to the commissions understanding of the project and the effects to the Victoria condo residents.

Please contact Paula Hubble paulahubble@gmail.com 240-447-3883 to set up.

Thank you

Paula Hubble

Victoria Condominium

paulahubble@gmail.com

240-447-3883

To: Mayor and Council

From: Paula Hubble, Victoria Condo Resident

Date: May 22, 2025

Subject: The Momentum at Rockville Station

Dear Mayor and Council,

I am pleased that The Momentum at Rockville Station will offer Rockville much needed affordable housing. And I appreciate the developer of the proposed project meeting with the Victoria Condo residents and other Rockville residents.

Please consider the difficulties faced by the residents of Victoria Condo who will have a 12-story high-rise adjacent to their building. This includes those of us with balconies, patios, and windows that will be situated mere feet away from the new construction.

We have been asking the Developers since January to provide us with a rendering that include measurements from The Victoria perspective. Please join us in imploring the Developers to provide renderings and measurement that will show the Victoria residents what we will be looking at and how far in measurements the new development will be to ours.

Thank you for your assistance

Paula Hubble

Victoria Condominium Resident

From: Sally Sarah Duffy
To: Christopher Davis
Subject: PJT2025-0023 41-44 Maryland Ave
Date: Wednesday, May 7, 2025 11:32:07 AM

WARNING - External email. Exercise caution.

Dear Chris,

Thanks so much again to you, your office, and the developers/representatives for holding the recent community meeting regarding this project. I appreciate the teams' willingness to entertain solutions to some of the issues that have been raised. At this point, I have one additional comment and one additional question about the current plans.

First, the comment. While I appreciate that the team has proposed a cut-in and an additional accessible parking space to address concerns about potential traffic congestion in the area because of the proposed parking waiver, I believe they are insufficient. This is because the streets around the area are already very congested. Just yesterday I noticed that there were cars double-parked on Maryland Avenue in front of 41 in addition to several cars parked in places that were not parking spaces in front of 44. If that is already happening now, imagine what will happen when the building is occupied. To mitigate that risk, I believe, as I commented during an earlier in a meeting, that the building needs to have at least some at-grade parking or at least a circle where cars can pull in to pick up and drop off residents, accommodate deliveries, etc. While it might not be as aesthetically pleasing as the building without such a feature, neither are clogged streets, additional pollution, and honking horns.

Second, the question. When noise concerns are brought up during these meetings, the presenters seem to suggest that the City is in charge of the noised ordinance waivers/suppression plans, and their enforcement. Is that the case? My understanding was the the noise ordinances were imposed by the County, as stated here:
https://www.montgomerycountymd.gov/DEP/property-care/noise/noise-waivers.html

My understanding is also that I can call the City of Rockville Police to address immediate noise violations, but that formal complaints are to go to the County. Can you please clarify?

Thanks!

Sarah

Sarah Duffy
22 Courthouse Square 503
Rockville, MD

Christopher Davis

From: M F <maggief1964@gmail.com>
Sent: Monday, November 3, 2025 10:52 AM
To: mayorcouncil
Cc: Christopher Davis
Subject: Public Comment for November 17 Hearing — Opposition to 41 Maryland Avenue-Momentum Project Development

WARNING - External email. Exercise caution.

Dear Mayor and Council Members,

My name is Mei Chi Fan, and I have been a resident of The Victoria Condominium, 24 Courthouse Square, Unit 809, Rockville, MD since March 1993. For more than thirty years, this home has been not only my residence but also the place where I have built my entire life in Rockville. I am turning 62 next year and plan to retire here — this is the only home I have ever owned, and the one where I hope to spend my later years in peace and stability.

However, the proposed 41 Maryland Avenue development-a 12-story Momentum Project, which will rise directly across from my building — only about 12 feet from our windows — fills me with deep concern. The construction phase alone, which may last for two years or more, will bring constant noise, heavy dust, diesel emissions, and vibration. These environmental stresses may be tolerable for some, but not for someone like me who has chronic asthma.

I am a long-term asthma patient, currently under treatment at Kaiser Permanente, and I require daily inhaled corticosteroid therapy (Alvesco 80 mcg) and Albuterol as my rescue medication. My condition is highly sensitive to airborne particles, construction dust, and exhaust fumes, which can easily trigger coughing fits, shortness of breath, and inflammation of my lungs. Even a few days of poor air quality can lead to emergency treatment.

If this project proceeds as proposed, I will be forced to live for years in an environment that directly threatens my health and daily life. Unlike people who can simply move away during construction, I have neither another home to go to nor the financial flexibility to rent another apartment temporarily. I also cannot sell or rent my unit during the construction period — no one would choose to live directly next to an active construction site.

I fully understand and support the City's goal of expanding affordable housing — it is a worthy and compassionate cause. But I respectfully ask that the Mayor and Council also show compassion toward existing residents who have contributed to this community for decades. Please consider whether you yourselves could live safely and peacefully just 12 feet from such a major construction site for two years — with dust clouds, noise, blocked sunlight, and the constant risk of health deterioration.

Beyond my personal situation, I am deeply worried about the public-safety risks associated with large-scale construction in such a tightly packed corridor:

In April 2025, a major fire at the Cambria Hotel Rockville (across from The Victoria) required over 10 fire trucks. This incident demonstrates how emergency access in our area is already limited. If another tall building is added only 12 feet away, flames, heat, or smoke could easily spread between buildings, endangering both residents and first responders.

In May 2025, a massive sinkhole opened beside a new construction site in Ventura, California, swallowing vehicles and nearby structures (covered by KTLA News, ABC News with David Muir, and the LA Times, May 30, 2025). This shows how underground destabilization can cause catastrophic damage — especially in dense urban lots with shared pipes and foundations like ours.

Our East Middle Lane already faces severe congestion and reduced lanes due to bike paths and narrow streets. With an additional 147 units and no on-site parking, nearby public garages and roads will be overwhelmed, increasing accident and pedestrian-injury risk. This intersection has already seen vehicle-pedestrian incidents in recent years.

These examples illustrate that the proposed development is not just a personal concern, but a citywide public-safety issue. Once such hazards occur, no mitigation plan can undo the harm — to lives, property, or the city's reputation.

I sincerely ask the Council to reconsider the scale and location of this project that will greatly impact for nearby residents.

I would also appreciate it if you could confirm receipt of this email and ensure that my statement is included in the official record and if possible, have it read or summarized during the November 17 public hearing so that my health concerns can be clearly presented to the Council.

Thank you for taking the time to listen to my situation and for protecting the health, dignity, and peace of longtime Rockville residents like myself.

Sincerely,

Mei Chi Fan

24 Courthouse Sq, Unit 809
The Victoria Condominium
Rockville, MD

Christopher Davis

From: JC <jessechou@aol.com>
Sent: Tuesday, November 4, 2025 8:58 AM
To: mayorcouncil
Cc: Christopher Davis
Subject: Please Include in Public Record (Nov. 17 Hearing) — Opposition to Momentum Project at 41 Maryland Ave (PAM2025-00156)

Follow Up Flag: Follow up
Due By: Tuesday, November 4, 2025 3:30 PM
Flag Status: Flagged

WARNING - External email. Exercise caution.

Dear Mayor Ashton and Council Members,

My name is Jesse Chou, and I have been a homeowner and resident of
The Victoria Condominium, 24 Courthouse Square, Unit 809, Rockville MD, since March 1993.
For more than thirty years, this has been my home, my community, and the place where I have built my entire life in Rockville.

I am writing regarding the Momentum Project proposed at 41 Maryland Avenue, which will be discussed at the November 17 Public Hearing.

While I support the City's mission to expand housing availability and redevelopment downtown, I respectfully ask the Council to consider the health, safety, and livability impacts on existing residents, especially given the unusually close distance between the new structure and our homes.

I am currently under medical care and daily medications for chronic sinusitis and hypertension. My Kaiser Permanente physician Dr. John Lee has advised that I avoid long-term exposure to dust, vibration, diesel emissions, and continuous elevated environmental stress, as these conditions worsen sinus inflammation, create breathing difficulty, and may elevate cardiovascular risks.

However, the proposed building would be constructed directly across from my windows — at a distance of only approximately 12–20 feet. It means that two years of continuous of construction dust, diesel fumes,vibration, and
loss of sunlight if this project is approved. I will have a direct and unavoidable impact on my health and daily living. I cannot temporarily relocate or rent out my unit during construction since no one would choose to rent a home immediately next to an active construction site at such close proximity.

I kindly ask the Mayor and Council to consider: Would anyone choose to live safely and peacefully 12–20 feet from a major construction site for two years?

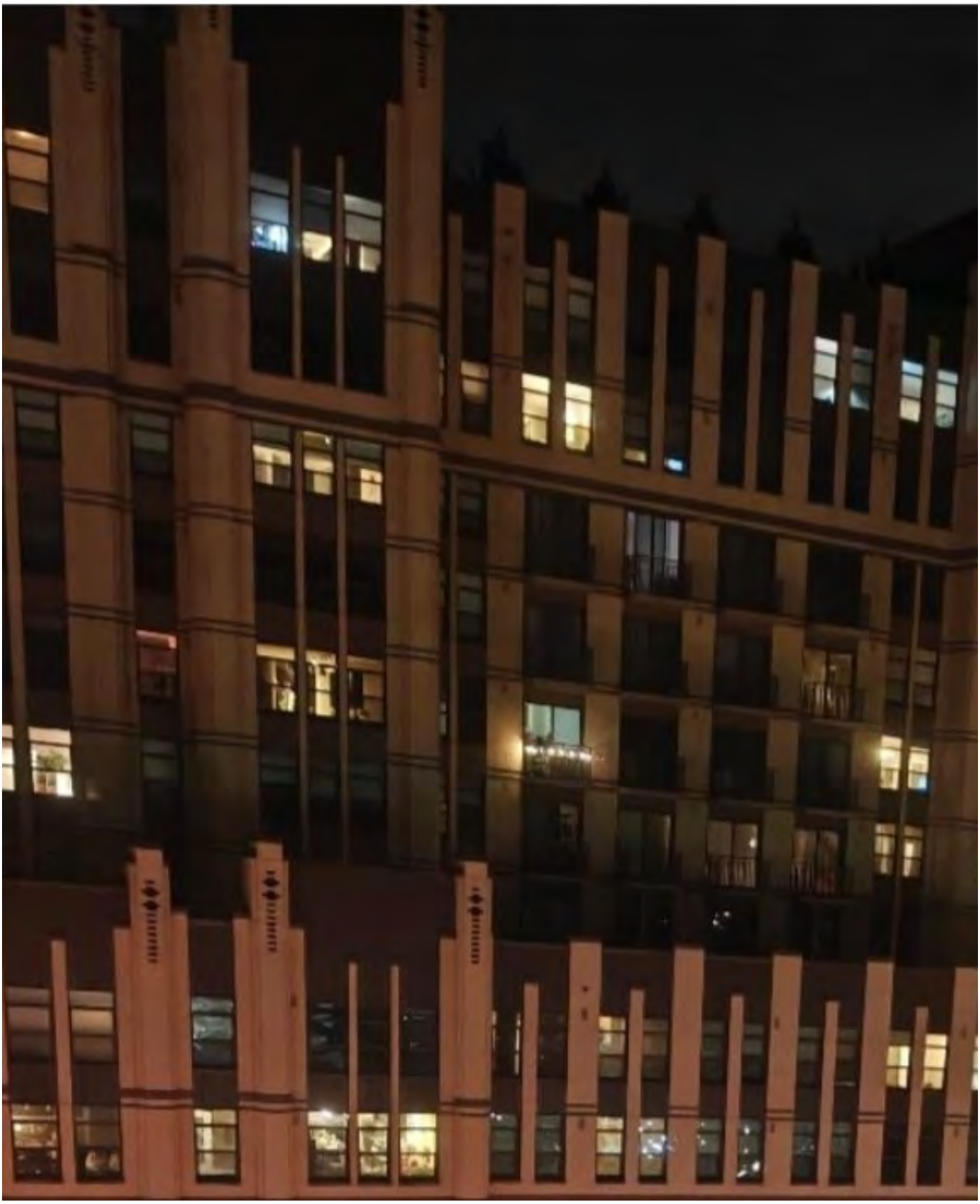
There are additional risks for
Momentum Project proposed at 41 Maryland Avenue.

1. Fire Hazard Risks and Shared Exposure

Fire incident at the Cambria Hotel Rockville, located across from The Victoria Condominium on April 12, 2025, required more than 10 fire trucks to control the emergency. This incident serves as a clear warning. With the proposed new building at less than 20 feet from our property, the lack of adequate setback creates shared fire exposure between structures.

If a fire breaks out in either building, flames, heat, or smoke could rapidly spread to the adjacent structure. Emergency response and evacuation would be compromised by narrow access lanes, high density, and vertical spread risk.

With 147 new units and no parking, crowding and delayed emergency response becomes a life-threatening concern. The legal liability for both building owners and unit owners would be significant — especially given the lack of setbacks, fire buffer zones, or alternate emergency egress routes.



(evidenced in the April 12, 2025 emergency)

2. Risk of Collapse and Sinkhole Formation

ABC News with David Muir, KTLA, and LA Times reported a dramatic incident that occurred in Ventura, California on May 30, 2025, where a 25-feet sinkhole abruptly opened beside a construction site for a new apartment complex. Vehicles were swallowed whole, structures adjacent to the site were damaged, and at least one commercial and one residential property were officially red-tagged by city authorities. The city later confirmed the cause was a failure of temporary shoring systems, possibly aggravated by excessive groundwater pumping and soil disruption.

Despite zoning approval, oversight at the construction phase was evidently inadequate — shoring and drainage safeguards were ignored or under-reviewed, resulting in catastrophic ground collapse.

Relevance to Rockville

Both Victoria Condominium and the proposed development share limited underground infrastructure (water mains, drainage, sewage) buried under decades-old soil. Our building was constructed in 1992; the subsurface soil structure and pipe integrity may now be fragile.

Excavation or construction stress nearby could accelerate soil collapse or flooding, raising structural stability risk akin to human-induced sinkhole phenomena.

If the developer constructs deep foundations or reroutes utilities without independent geotechnical review, we face elevated risk of soil destabilization, pipe failure, and potential structural collapse. Shared infrastructure issues further amplify legal liability for both structures.

LIVE
SKY 5
VENTURA
MASSIVE SINKHOLE NEAR CO
HEADLINES
nd
ktla.com
Armed robbers

3. Traffic, Parking, and Pedestrian Safety

The current East Middle Lane, which is already reduced to a single lane with a bike path, will face enormous pressure from an additional 147 units. Without any on-site parking planned for the new development, it is inevitable that they will use the nearby public garages—further escalating congestion and accident risk. This corner has already seen vehicle-pedestrian incidents in the past. Adding this volume of residents without mitigation will likely increase traffic fatalities.

4. Alternative Locations: Safer and More Suitable

There are many areas in Rockville more suitable for high-density housing development. For example, King Farm offers open land, wider roads, better infrastructure, and less pedestrian conflict. Prioritizing safety and smart city planning would suggest redirecting this project to one of those zones.

I respectfully request:

1. That this email and supporting documentation be included in the official public record for the Nov. 17 hearing.

2. A confirmation email verifying that this submission has been received and logged.

3. That the Council read this statement during the public hearing, since we cannot be certain that all submitted documents will be reviewed in detail beforehand.

I deeply respect the work of the City, the Mayor, and the Council.
My request is not opposition to progress — it is simply a plea to balance redevelopment with compassion and protection for long-standing Rockville residents who already call this community home.

Thank you for taking the time to consider my situation and my health concerns, and for protecting the safety, dignity, and peace of residents like myself.

Sincerely,

Jesse Chou

Unit 809, The Victoria Condominium
24 Courthouse Square
Rockville, MD 20850

SOILS CHART						
MAP UNIT/ SYMBOL	MAP UNIT NAME	K FACTOR/ WHOLE	DRAINAGE CLASS	HIGH ERODIBILITY	HYDRIC INCLUSION	HYDROLOGIC SOIL GROUP
400	URBAN LAND	NO RATING	NO RATING	NO	0	D

NOTES

1. TOTAL SITE AREA = 0.4167 ACRES AND CONSISTS OF PARCEL '2-H' OF ROCKVILLE TOWN CENTER. PROPERTY ADDRESS IS 41 MARYLAND AVE, ROCKVILLE, MD, 20850 WITH TAX ID#04-03198603. PROPERTY IS ZONED PD-RCI.
2. TOPOGRAPHY FROM MONTGOMERY COUNTY 218NW07 WSSC.
3. BOUNDARY INFORMATION FROM DEEDS OF RECORD BY MACRIS, HENDRICKS, & GLASCOCK P.A.
4. NO SLOPES GREATER THAN 25% EXIST ON-SITE. NO SLOPES 15-25% ON HIGHLY ERODIBLE SOILS EXIST ON-SITE.
5. THE SITE DRAINS TO CROYDON PARK TRIBUTARY. THIS PORTION OF THE ROCK CREEK WATERSHED IS DESIGNATED AS CLASS I WATERS BY THE STATE OF MARYLAND.
6. NO STREAM AND STREAM VALLEY BUFFER EXISTS ON SITE. NO WETLANDS PER NATIONAL WETLANDS INVENTORY ONLINE MAPPING TOOL. NO FLOODPLAIN EXISTS PER FEMA PANEL #24031C0334D.
7. UTILITIES (I.E. WATER, SEWER, STORM DRAIN, CULVERTS, ELECTRIC, PHONE) ARE SHOWN IN SURVEYED LOCATIONS.
8. THERE IS NO FOREST AREA ON-SITE.
9. THE PROPERTY IS NOT LISTED AS A HISTORIC SITE BY CITY OF ROCKVILLE. EXISTING BUILDINGS ON THE PROPERTY THAT MAY BE PROPOSED FOR DEMOLITION ARE SUBJECT TO ZONING ORDINANCE SEC. 25.07.02.4, HISTORIC REVIEW.
10. TREE DBH WAS MEASURED USING A DIAMETER TAPE.
11. FIELDWORK FOR THIS INVENTORY WAS CONDUCTED ON 12/17/2024 BY FRANK JOHNSON.
12. NO RARE, THREATENED OR ENDANGERED SPECIES WERE OBSERVED ON-SITE.
13. INVASIVE SPECIES PRESENT INCLUDE NANDINA, ENGLISH IVY, AND BUSH HONEYSUCKLE.
14. THIS INVENTORY IN NO WAY CONSTITUTES A HAZARD TREE SURVEY. TREE CONDITIONS ARE GENERALLY ACCURATE BASED ON VISUAL OBSERVATION PER USUAL AND CUSTOMARY PRACTICE IN ACCORD WITH STATE AND COUNTY FOREST CONSERVATION LEGISLATION. THE EXAMINATION DETAIL REQUIRED TO PROVIDE A COMPREHENSIVE ANALYSIS OF BIOLOGICAL AND STRUCTURAL HEALTH IS BEYOND THE SCOPE OF THIS INVESTIGATION. CONDITION RATINGS ARE THE OPINION OF THE UNDERSIGNED PREPARER AND NOT THE APPROVING AGENCY. MHG ASSUMES NO LIABILITY FOR INJURY OR PROPERTY DAMAGE THAT MAY OCCUR AS A RESULT OF TREE FAILURE ON THIS PROPERTY.

CITY OF ROCKVILLE FOREST CONSERVATION WORKSHEET February 2010

NET TRACT AREA:											
A. Total tract area											11.23
B. Deductions (land dedication not in construction on this plan, other deductions - specify)											0.00
C. Net Tract Area =											11.23
LAND USE CATEGORY:											
ZONING: Place a "1" under the column corresponding to the correct zone of the site	R-400, R-200	R-90, R-75, R-60, R-150	RMD10, RMD15, RMD25	I-L, I-H, RPR, RPC, MXT, MXC, MXNC, MXB, MXE, MXCD, MXTD	Park						
Zone: (choose only one)	0	0		1	0						
D. Afforestation Threshold						15%	x F =				1.68
E. Conservation Threshold						15%	x F =				1.68
EXISTING FOREST COVER:											
F. Existing forest cover (within net tract) =											0.00
G. Area of forest above conservation threshold =											0.00
BREAK EVEN POINT:											
H. Breakeven Point (amount of forest retained so that no mitigation is required) =											0.00
I. Clearing permitted without mitigation =											0.00
PROPOSED FOREST CLEARING:											
J. Total area of forest to be cleared =											0.00
K. Total area of forest to be retained =											0.00
PLANTING REQUIREMENTS:											
L. Reforestation for clearing above conservation threshold =											0.00
M. Reforestation for clearing below conservation threshold =											0.00 1
N. Credit for retention above conservation threshold =											0.00
P. Total reforestation required =											0.00 1
Q. Total afforestation required =											1.68
R. Total planting requirement =											1.68

THIS PLAN AMENDS FTPO 94-2 AND FTP2006-00019. FOREST CONSERVATION PER THIS WORKSHEET WAS MET FOR THIS PROPERTY PER THOSE PLANS. FTPO2006-00019 SHOWS 1.791 ACRES WAS CREDITED NOT INCLUDING CRZ CREDIT PREVIOUSLY DESIGNATED; PROVIDING OVER THE 1.68 ACRE REQUIREMENT.

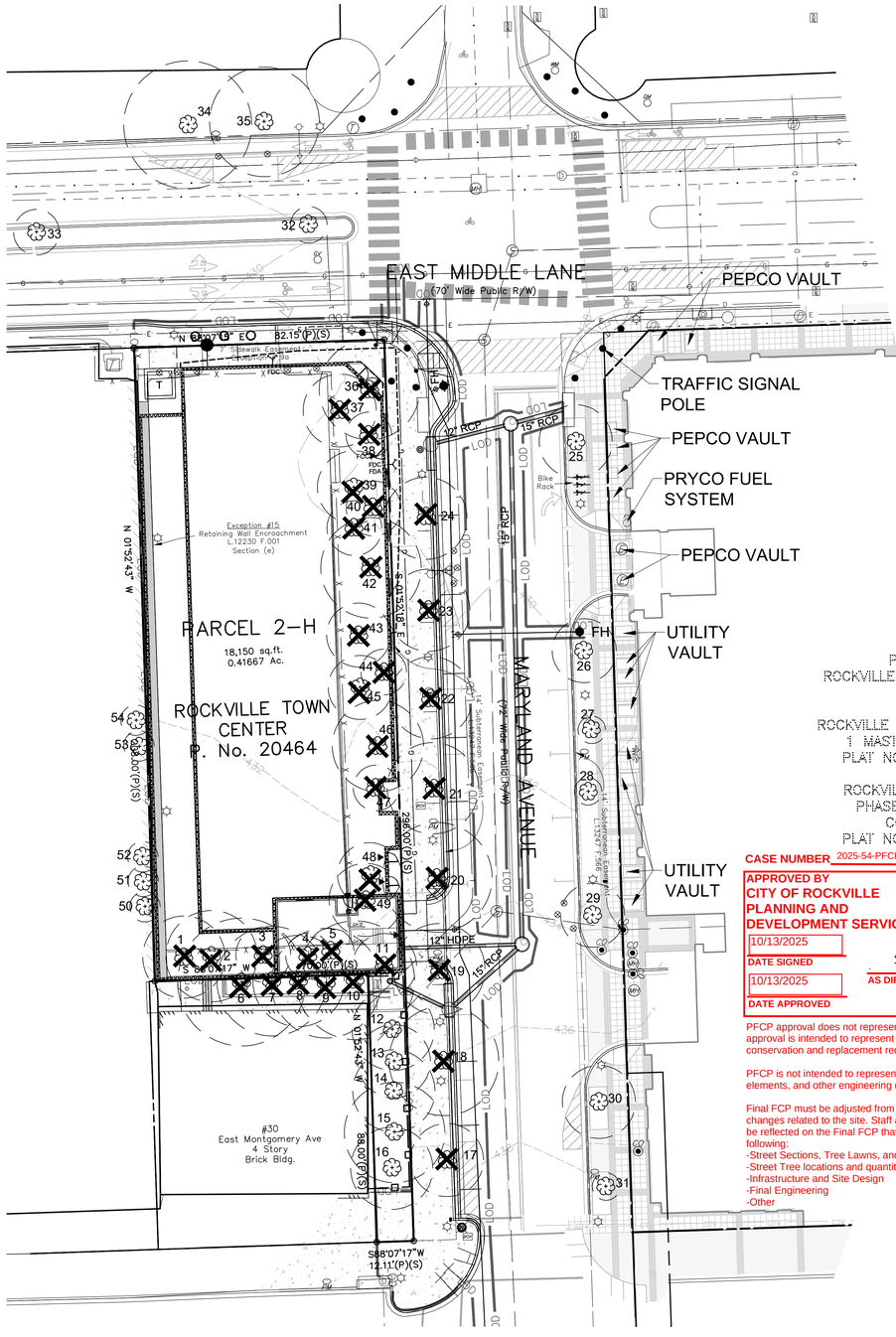
MINIMUM TREE COVER CREDIT WAS NOT REQUIRED AT THE TIME OF THE ORIGINAL FOREST CONSERVATION PLAN FTP2006-00019. TREES PLANTED PER THIS PLAN WERE PLANTED AS ROW TREES AND IN THE COURTHOUSE SQUARE PARK SECTION OF THE PLAN. THIS PLAN PROPOSES TO REPLACE 8 STREET TREES; ALSO SAVES 5 AMERICAN HOLLY AT 400 S.F. PER TREE FOR A TOTAL OF 2000 S.F. OF TREE COVER CREDIT.

SIGNIFICANT TREE SUMMARY CHART

NRI								PFCP/FCP				
#	SCIENTIFIC NAME	COMMON NAME	DBH	Area CRZ	CTLA %	COR CTLA %	Remarks	PREV. CREDIT	DISPOSITION (SAVE/REMOVE)	% CRZ UNDISTURBED	REPLACEMENT REQD	CREDIT FOR CRZ?	Proposed Credit (1/4 of CRZ area max)
LANDSCAPE SETTING CRZ-1"DBH=1.5'RADIUS ON-SITE								FTPO 2006-00019					
1	Pinus strobus	White Pine	9	572	84				REMOVE	100	N/A	NO	N/A
2	Pinus strobus	White Pine	9	572	66				REMOVE	100	N/A	NO	N/A
3	Crataegus sp	Hawthorn	6	254	84				REMOVE	100	N/A	NO	N/A
4	Crataegus sp	Hawthorn	5	177	81				REMOVE	100	N/A	NO	N/A
5	Crataegus sp	Hawthorn	5	177	81				REMOVE	100	N/A	NO	N/A
11	Cornus Kousa	Kousa Dogwood	8	452	75			200	REMOVE	100	N/A	NO	N/A
12	Ilex opaca	American holly	9	572	91		Multistem	200	SAVE	29	0	NO	200
13	Ilex opaca	American holly	8	452	91			200	SAVE	26	0	NO	200
14	Ilex opaca	American holly	9	572	91			200	SAVE	27	0	NO	200
15	Ilex opaca	American holly	11	855	88			200	SAVE	30	0	NO	200
16	Ilex opaca	American holly	9	572	97			200	SAVE	33	0	NO	200
36	Platanus occidentalis	Sycamore	11	855	91		Replacement		REMOVE	100	1	NO	N/A
37	Prunus sp	Flowering Cherry	8	452	78			200	REMOVE	100	N/A	NO	N/A
38	Cornus Kousa	Kousa Dogwood	5	177	25			200	REMOVE	100	N/A	NO	N/A
39	Pinus sp	Dwarf Pine	8	452	81			200	REMOVE	100	N/A	NO	N/A
40	Cornus Kousa	Kousa Dogwood	6	254	84			200	REMOVE	100	N/A	NO	N/A
41	Pinus sp	Dwarf Pine	7	346	88			200	REMOVE	100	N/A	NO	N/A
42	Platanus occidentalis	Sycamore	11	855	100			400	REMOVE	100	N/A	NO	N/A
43	Pinus sp	Dwarf Pine	8	452	84			200	REMOVE	100	N/A	NO	N/A
44	Crataegus sp	Hawthorn	5	177	53			200	REMOVE	100	N/A	NO	N/A
45	Pinus sp	Dwarf Pine	7	346	84			200	REMOVE	100	N/A	NO	N/A
46	Platanus occidentalis	Sycamore	10	707	100			400	REMOVE	100	N/A	NO	N/A
47	Cornus Kousa	Kousa Dogwood	5	177	88			200	REMOVE	100	N/A	NO	N/A
48	Pinus strobus	White Pine	8	452	75			200	REMOVE	100	N/A	NO	N/A
49	Cornus Kousa	Kousa Dogwood	7	346	78			200	REMOVE	100	N/A	NO	N/A
							TOTAL EX CREDIT:	4200	TOTAL		1		1000
STREET TREES OF ANY SIZE CRZ-1"DBH=1.5'RADIUS STREET TREES MAY HAVE PRIOR FCP CREDIT (Tree number must include F if previous FCP credit was assigned)													
17	Platanus occidentalis	Sycamore	8	452	91			PREV. CREDIT 400		100	1	NO	N/A
18	Platanus occidentalis	Sycamore	12	1017	59			400		100	1	NO	N/A
19	Platanus occidentalis	Sycamore	10	707	63			400		100	1	NO	N/A
20	Platanus occidentalis	Sycamore	12	1017	69			400		100	1	NO	N/A
21	Platanus occidentalis	Sycamore	10	707	75			400		100	1	NO	N/A
22	Platanus occidentalis	Sycamore	9	572	69			400		100	1	NO	N/A
23	Platanus occidentalis	Sycamore	9	572	69			400		100	1	NO	N/A
24	Platanus occidentalis	Sycamore	9	572	63			400		100	1	NO	N/A
25	Platanus occidentalis	Sycamore	8	452	78					0	N/A	NO	N/A
26	Platanus occidentalis	Sycamore	7	346	88					0	N/A	NO	N/A
27	Platanus occidentalis	Sycamore	3	64	100					0	N/A	NO	N/A
28	Platanus occidentalis	Sycamore	3	64	100					0	N/A	NO	N/A
29	Platanus occidentalis	Sycamore	7	346	88					0	N/A	NO	N/A
30	Platanus occidentalis	Sycamore	8	452	50					0	N/A	NO	N/A
31	Platanus occidentalis	Sycamore	3	64	100					0	N/A	NO	N/A
32	Ginkgo biloba	Ginkgo	4	113	97					0	N/A	NO	N/A
33	Ginkgo biloba	Ginkgo	6	254	81					0	N/A	NO	N/A
34	Quercus sp	Columnar White oak	13	1194	88					0	N/A	NO	N/A
35	Quercus sp	Columnar White oak	11	855	81					0	N/A	NO	N/A
							TOTAL EX CREDIT:	3200			8		
OFFSITE													
6	Acer rubrum	Red Maple	15	1590	91					100	1	NO	
7	Acer rubrum	Red Maple	12	1017	91					100	1	NO	
8	Acer rubrum	Red Maple	12	1017	91					100	1	NO	
9	Acer rubrum	Red Maple	13	1194	91					100	1	NO	
10	Acer rubrum	Red Maple	14	1385	91					100	1	NO	
50	Ulmus parvifolia	Chinese Elm	4	113	100					0	N/A	NO	
51	Ulmus parvifolia	Chinese Elm	5	177	100					0	N/A	NO	
52	Ulmus parvifolia	Chinese Elm	5	177	100					0	N/A	NO	
53	Ulmus parvifolia	Chinese Elm	4	113	100					0	N/A	NO	
54	Ulmus parvifolia	Chinese Elm	5	177	100					0	N/A	NO	
									Total offsite replacement:		5		
									MAXIUM CRZ FC CREDIT AVAILABLE				1000
									TOTAL SIG TREE REPACEMENTS REQD				14

6600 S.F. OF FTPO CREDIT REMOVED (INCLUDING ONE TREE FOR 200 S.F. OF CREDIT NO LONGER EXISTS NOT SHOWN ON TREE LIST). 6600 S.F. TO BE MET VIA FEE IN LIEU.

14 REPLACEMENT TREES REQUIRED TO BE MET: 8 STREET TREES PLANTED FOR CREDIT AND 6 TO BE MET VIA FEE IN LIEU.



PARCEL 2-J
ROCKVILLE TOWN CENTER PLAT 24566

ROCKVILLE TOWN CENTER PHASE 1 MASTER CONDOMINIUM PLAT NOS. 11227-11251
&
ROCKVILLE TOWN CENTER PHASE 1 RESIDENTIAL CONDOMINIUM PLAT NOS. 11252-11276

CASE NUMBER 2025-54-PFCP

APPROVED BY
CITY OF ROCKVILLE
PLANNING AND
DEVELOPMENT SERVICES
10/13/2025
DATE SIGNED
Shawn Ryan
AS DIRECTED
10/13/2025
DATE APPROVED

PFCP approval does not represent a final approval. PFCP approval is intended to represent credit requirements for forest conservation and replacement requirements.

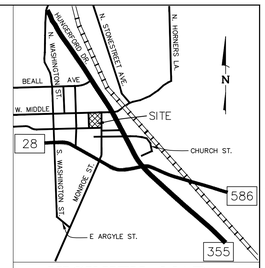
PFCP is not intended to represent final conditions for infrastructure, built elements, and other engineering details.

Final FCP must be adjusted from this approval to reflect any changes related to the site. Staff anticipate changes to the site that must be reflected on the Final FCP that may include but are not limited to the following:
-Street Sections, Tree Lawns, and Soil Panels
-Street Tree locations and quantities
-Infrastructure and Site Design
-Final Engineering
-Other

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.
20 0 10 20 40
6.10 0 3.05 6.10 12.19
(IN METERS)
1 inch = 6.10 m.

JUSTIFICATION FOR FEE-IN-LIEU PAYMENT

The afforestation requirement (6,600 s.f.) and the replacement tree requirement (6 trees) is to be met with the payment of a fee-in-lieu. Currently, the majority of the site is a parking lot and the remainder of the site includes a landscaped strip along the right of way. The project includes the removal of the parking lot and a multi-family residential project is proposed to be constructed. The proposed building meets Code requirements and covers the vast majority of the property. No area remains on-site to meet the forest conservation requirements. There are 14 replacement trees required and a 6,600 s.f. forest conservation requirement. The landscape strip contains a large number of trees that were planted as part of a forest conservation plan for a large section of downtown Rockville. This property is narrow and could not be developed to its allowed zoning and save the existing trees. The site constraints create a scenario where it would be not feasible to meet the needs of the development and meet the forest conservation requirements on-site, creating the need for fee-in-lieu. Street trees are being mitigated in the right of way.



VICINITY MAP
SCALE 1" = 2,000'

LEGEND

- SIGNIFICANT TREE
- CRITICAL ROOT ZONE
- LIGHT
- SANITARY SEWER
- STORM DRAIN
- WATER LINE
- GAS
- ELECTRIC LINE
- SUBJECT PROPERTY LINE
- PROPERTY LINE
- GUARDRAIL
- CURB & GUTTER
- CONCRETE
- LIMIT OF DISTURBANCE
- TREE CANOPY
- CONTOUR
- SIGN
- FIRE HYDRANT
- WATER METER
- STORM DRAIN STRUCTURE/ MANHOLE
- CLEAN OUT
- FIRE DEPT CONNECTION
- BIKE RACK
- TRASH CAN
- UTILITY BOX
- ELECTRIC VAULT
- BIKE LANE
- PARKING METER

Tree Note

Tree conditions shown here on are generally accurate based on visual observation per usual and customary practice in accord with State forest conservation legislation. The examination detail required to provide a comprehensive analysis of biological and structural health is beyond the scope of this investigation. Every condition that could possibly lead to tree or limb failure cannot always be detected. Trees are living organisms that may fail in many ways we do not fully understand. Conditions are often hidden within the trees and below the ground. It cannot be guaranteed that a tree will be healthy or safe under all circumstances, or for a specified period of time. Sometimes trees may appear "healthy", but may be structurally unsound. Condition ratings of trees are based solely on the opinion of MHG and may be inconsistent with the opinion of the City of Rockville Forestry Staff. MHG assumes no liability for injury or property damage that may occur as a result of tree failure on this property.

MHG
CIVIL ENGINEERING
LAND SURVEYING
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FRANK C. JOHNSON
08/15/2025
DATE
RECOGNIZED AS QUALIFIED PROFESSIONAL BY MD DEPT. OF NATURAL RESOURCES COMAR 08.19.06.01

Qualified Professional Certification
I hereby certify that the information shown hereon is correct and that this plan has been prepared in accordance with the requirements of the existing state and city forest conservation legislation.

Comstock Companies Reston Station
1900 Reston Metro Plaza
10th Floor
Reston, VA 20190
rdaugard@comstock.com

REVISIONS

NO.	DESCRIPTION	DATE

TAX MAP GR342 WSSC 218NW07
PLAT 20464
4TH ELECTION DISTRICT
MONTGOMERY COUNTY
MARYLAND

PARCEL 2-H

ROCKVILLE TOWN CENTER

PROJ. MGR KJH
DRAWN BY FCJ
SCALE 1"= 20'
DATE 03/20/2025

MOMENTUM AT ROCKVILLE STATION

PRELIMINARY FOREST CONSERVATION PLAN

L9.01

PROJECT NO. 24.271.11
SHEET NO. 1 OF 2

U:\24271\Dwg\FC_11_01.dwg, 1 of 2, 8/15/2025 4:47:27 PM, jstrott, ARCH E1 (30.00 x 42.00 Inches), Copyright © 2025 Macris, Hendricks & Glascock, P.A.

Forest and Tree Preservation Ordinance Notes

NOVEMBER 2019

SEQUENCE OF EVENTS

The permittee is responsible for strict adherence to the sequence and details as outlined. During each stage of the project, forestry staff may provide additional direction based on site conditions, unforeseen circumstances, or approved revisions.

PRE-CONSTRUCTION

1. Permittee shall obtain a Forestry Permit (FTP) for the project and secure copies of the approved Forest Conservation Plan (FCP) for distribution to contractors. The Permittee is responsible for obtaining a Maryland Roadside Tree Permit if applicable. Contact Miss Utility at 1-800 257-7777.
2. The Permittee must coordinate and schedule an onsite preconstruction meeting with the following attendees: Permittee, Construction Superintendent, Maryland LTE/ISA Certified Arborist (if required by Forestry Department), the City Forestry Inspector, City Project Inspector, and City Sediment Control Inspector. The limits of disturbance must be staked and flagged prior to the preconstruction meeting. No land disturbance shall occur prior to this meeting. This includes, but is not limited to, the installation of tree protection devices, sediment control measures, clearing, grading and tree stress reduction measures. The limits of disturbance will be reviewed, and tree protection and tree care measures will be discussed.
3. No land disturbance shall begin before stress-reduction measures as indicated on the approved FCP, or otherwise directed by the Forestry Inspector have been implemented and approved by Forestry Inspector. Measures not specified on the plan may be required as determined by the Forestry Inspector in consultation with the Permittee's MD LTE/ISA Certified Arborist. Appropriate stress-reduction measures may include, but are not limited to:
   a. Root pruning
   b. Crown reduction or pruning
   c. Watering
   d. Fertilizing
   e. Surface mulching
   f. Vertical mulching
   g. Root aeration matting
4. A professional with the dual credentials of Maryland Department of Natural Resources Licensed Tree Expert (LTE) and International Society of Arboriculture Certified Arborist (ISA CA) must perform all stress reduction measures. Documentation of these qualifications may be required. The measures must be done in accordance with *ANSI Standards for Tree Care Operations* (A300) and other industry best management practices. Implementation of the stress reduction measures must be observed by the Forestry Inspector or written documentation, including photographs must be sent via mail or email to the City Forestry Inspector.
5. Temporary tree protection devices, including signage, shall be installed per the approved Forest Conservation Plan, or as otherwise directed by the Forestry Inspector, and prior to any land disturbance. Tree protection fencing locations must be staked and flagged prior to the pre-construction meeting. The Forestry Inspector, in coordination with the City Sediment Control Inspector, may make field adjustments to increase the survivability of trees and forest shown as saved on the approved plan. The Permittee must contact the Forestry Inspector to schedule a follow up construction inspection after installing all tree protection measures and performing all stress reduction measures. Upon a satisfactory inspection by the Forestry Inspector and Sediment Control Inspector, a Notice to Proceed will be issued and clearing and grading can commence. Temporary tree protection devices may include:
   a. Chain link fence (four feet high)
   b. Super silt fence with wire strung between the support poles (minimum 4 feet high) with high-visibility flagging.
   c. 14 gauge 2 inch x 4 inch welded wire fencing supported by steel T-bar posts (minimum 4 feet high) with high visibility flagging.
6. The Permittee and contractor shall maintain the temporary tree protection devices for the duration of the project and the location must not be altered without prior approval of the Forestry Inspector. No equipment, trucks, materials, debris, or any other items may be stored within the tree protection fence areas during the entire construction project. No access beyond the fenced area will be permitted. Tree Protection fencing shall not be removed without prior approval of the Forestry Inspector.
7. Long term tree protection devices/techniques, as shown on the FCP or as directed by the Forestry Inspector may include but are not limited to:
   a. Root aeration systems
   b. Retaining walls
   c. Raised sidewalks
   d. Tunneling of utilities
   e. Pier and panel walls
   f. Porous pavers

DURING CONSTRUCTION

1. Periodic inspections at the discretion of the Forestry Inspector will occur during the construction project. Corrections and repairs to all tree protection devices and other protective measures, as determined by the Forestry Inspector, must be made within the timeframe established by the Forestry Inspector.
2. The Permittee must immediately notify the Forestry Inspector of any damage to trees, forests, understory, ground cover, and any other undisturbed areas shown on the plan. Remedial actions to the restore these areas will be determined by the Forestry Inspector and the corrective actions must be made within the timeframe established by the Forestry Inspector.
3. Failure to comply with the approved FCP or any direction of the City Forester's office is a violation of the Forest and Tree Preservation Ordinance (FTPO). Pursuant to Section 10.5-34 of the FTPO, a fine in the amount of $1,000 may be imposed for each violation. Each day a violation continues is a separate violation. In addition, a stop work order may be issued until the violation has been abated and the fine has been paid or an appeal has been filed pursuant to Section 10.5-35 of the FTPO. Additional punitive measures as stated under Section 10.5-34 of the FTPO may be imposed.

POST CONSTRUCTION

1. After construction is completed, the Permittee must request a final inspection in writing with the Forestry Inspector. At the final inspection, the Forestry Inspector may require additional corrective measures, which may include, but is not limited to:
   a. Removal and replacement of dead and dying trees
   b. Pruning of damaged, dead or declining limbs
   c. Surface mulching
   d. Soil aeration
   e. Fertilization
   f. Watering
   g. Wound repair
   h. Clean up of retention areas including trash removal
2. After the final inspection and completion of all corrective measures the Forestry Inspector will request all temporary tree and forest protection devices be removed from the site. Removal of tree protection devices that also operate for erosion and sediment control must be coordinated with both the City Sediment Control Inspector and the Forest Conservation Inspector. No additional grading, sodding, or burial may take place after the tree protection fencing is removed.

INSTALLATION OF PLANT MATERIAL

1. The Permittee is responsible for obtaining the approved Forest Conservation Plan/Landscape Plan and providing a copy to the Landscape Contractor. The Permittee shall ensure that the Landscape Contractor can secure the plants shown the FCP/Landscape Plan. Plant substitutions are not allowed. It is strongly recommended that plant material be secured from supplier by the project start date.

2. A pre-planting meeting is required before installation of landscaping, afforestation, or reforestation. The applicant must schedule an on-site pre-planting meeting with the City Forestry Inspector. Attendees must include the Permittee, landscape contractor, and Forestry Inspector. Trees and shrubs shall conform to the current edition of the American Standard for Nursery Stock (ANSI Z60.1).
3. Comply with appropriate City Soil Specification:
   i. Soil Specification FOR TREE PLANTING WHERE EXISTING PAVEMENT OR OTHER IMPERVIOUS SURFACES WERE PREVIOUSLY LOCATED OR WHERE EXISTING GREENSPACE HAS BEEN SEVERELY DEGRADED[1]
      1. Site preparation
         a. Demolish existing impervious surface and remove all existing asphalt, concrete, stone and construction materials to expose subsoil free of debris.
         b. Excavate so that final planting bed will provide quality soil to a depth of forty-eight (48) inches, and to a radius of 10' minimum or to new hard edge of planting bed, whichever is less.
         c. Loosen exposed subsoil below 48" by ripping 18" into the sub grade elevation.
         d. Test to ensure that planting bed drains at a rate of at least 1 inch/per hour.
         e. Install imported soil to fill excavated planting bed. Imported soil shall have a texture of LOAM, per the USDA soil classification system and a chemical composition compatible with healthy tree growth. When installing the soil, it should be installed in lifts or layers of < 12 inches (30 cm), tamping or watering (not both) between lifts to minimize potential settling.
      2. Immediately prior to installation of plant material, the soil must be tested and must have a pH range between 5.5 and 7 and a nutrient content which corresponds to an adequate rating, per current industry standards. Amend soil, if necessary, to achieve the current industry standard.
      3. The Forestry Inspector may require additional soil specifications, based on site conditions.
   ii. Soil Specification FOR PLANTING WHERE EXISTING GREEN SPACE HAS NOT BEEN PROTECTED FROM CONSTRUCTION IMPACTS BUT IS NOT SEVERELY DEGRADED.
      1. Site Preparation:
         a. Remove all construction debris and top four to six inches of existing soil.
         b. Test remaining existing soil to verify a pH range between 5.5 and 7, and has a nutrient content which corresponds to an adequate rating, per current industry standards.
         c. Apply four (4) inches of mature compost evenly over the entire planting surface. (4" = 12 Cubic Yard/1,000 s.f.). Provide compost supplier information and specifications to the City Forestry Inspector for approval prior to install.
         d. Till the compost into the existing soil to a minimum depth of thirty-six (36) inches using the city's soil profile rebuilding specification.
         e. If soil does not meet nutrient standards, mitigate soil chemistry to meet the chemical parameters.
      2. The Forestry Inspector may require additional soil specifications, based on site conditions.
   iii. Soil Specification FOR PLANTING WITHIN EXISTING GREEN SPACE AREAS WHICH HAVE BEEN PROTECTED FROM CONSTRUCTION IMPACTS (One of two options, as determined by Forestry Inspector) Refer to approved City of Rockville Detail A-7
      1. Test existing soil to verify it has a pH range between 5.5 and 7, and a nutrient content which corresponds to an adequate rating, per current industry standards. If soil does not meet nutrient standards, one of two options will be performed to mitigate the soil:
         a. Option 1- Till Method: Depth of tilling for planting must be at least twenty-four (24) inches:
            i. Apply four (4) inches of mature compost evenly over the entire planting surface (4" = 12 cubic yards/1,000 s.f.). Provide compost supplier information and specifications to the City Forestry Inspector for approval prior to install.
            ii. Till the compost into the existing soil to a minimum depth of twenty-four (24") inches.
         b. Option 2— Aeration and Vertical Mulching
            i. Using a 2- 3" Auger, drill a series of holes in the soil to a depth of twenty-four (24) inches.
            ii. Begin at the edge of the hole dug for the root ball and continue drilling at one-foot intervals (maximum), in concentric rings around the tree out to ten (10) feet from the tree.
            iii. Each hole must be refilled with mature compost.
      c. The Forestry Inspector may require additional soil specifications, based on site conditions.

[1] See definitions section #9

   iv. Soil testing of the existing soil may be conducted with PRIOR approval from the City's Forestry Inspector to determine the number and location of the samples. The above requirements may be reduced if soil testing shows the following:
      1. Soil pH is between 5.5 and 7
      2. The top 24" of existing soil contains a minimum of 4-6% organic matter by weight
      3. The soil is free of contaminants
      4. The soil texture is sandy loam or loam
      5. The soil has an infiltration rate not less than 1" per hour
      6. The soil does not contain debris or stones greater than one inch
      7. The soluble salt content is less than 3 dS/m
      8. Consult the University of Maryland Extension website: http://extension.umd.edu/ for a listing of commercial soil testing facilities.
   v. Soil preparation is required for street trees planted within the city's rights-of-way and private street trees, if they are part of the approved plan.
4. The depths and grades shown on plan drawings are final grades after settlement and shrinkage of the organic material. The contractor shall install the soil mix at a higher level to anticipate this reduction of volume. All grades are assumed to be 'as measured" to be prior to the addition of any surface compost till layer or mulch or sod.
5. All details of the planting plans regarding plant quality and proper planting will be discussed including but not limited to:
   a. Plant quality.
   b. Proper form for species.
   c. Proper ratio of caliper size/height to container size/root ball size.
   d. Proper pruning cuts if applicable in accordance with current ANSI A300 pruning standards (generally there should be no recent pruning).
   e. No co-dominant stems or multiple trunks (unless approved by FCP or by The Forestry Inspector).
   f. Sound graft union.
   g. Free of girdling roots, or the ability to remove girdling roots without damaging the tree.
   h. Trees shall be healthy, vigorous, insect/disease free, and without cankers/cracks or trunk damage.
6. Proper Installation
   a. Root flare no higher than 3 inches from existing grade.
   b. Exposed root flare (not graft); removing more than several inches of soil to expose the root flare may result in the rejection of the plant material.
   c. Wire baskets/twine/burlap removed from at least the top half of root ball, or as directed by Forestry Inspector.
   d. All burlap or twine removed completely.
   e. No hose and wire; staking and strapping per City planting detail.
   f. Planting Hole a minimum of twice the width of the root ball; could be greater. Planting detail assumes soil has been prepared per the city's specifications (Planting, #3).
   g. Mulched properly, per City planting detail.
   h. Wildlife protection installed, if required, type approved by the Forestry Inspector.
7. Trees not complying with the above requirements may be rejected at the discretion of the City Forestry Inspector.
8. Tree planting will generally not be permitted between the dates of June 1 and September 1, or when the ground is frozen.
9. DEFINITIONS
   a. Topsoil
      i. Soil can be considered topsoil if it originates from an A horizon of a natural soil or is a mineral soil with 4-6%% organic matter content, and a NRCS textural class similar to pre-development conditions A horizon soils for the site, or as specified by the City Forestry Division. The city Forestry Division will specify a LOAM texture in the absence of native conditions listed above. Blended soils shall not be used unless specified by the City Forestry Division. In addition, topsoil shall:
         1. Be friable and well drained
         2. Have a pH between 5.5-7.

      ii. Have an organic matter content between 4-6%.
      iii. Have low salinity as indicated by a soluble salt content which is less than 3 dS/m
      iv. Be free of debris, stone, gravel, trash, large sticks, heavy metals, and other deleterious contaminants, (if screening is used to remove debris, screen size must be ¼ inch or larger).
      v. Have a nutrient profile such that it has an adequate rating, per current industry standards.
      vi. Be free of noxious weed seeds
   b. Compost
      i. Compost shall be composed of leaves, yard waste, or food waste. Biosolid-based composts shall not be used. A compost sample with analysis shall be submitted for approval to the City Forestry Division before application.
      ii. Stability refers to the rate of biological breakdown, measured by carbon dioxide release. Maturity refers to completeness of the aerobic composting process and suitability (lack of plant toxicity) as a plant growth media, often measured by ammonia release and by plant growth tests. Compost manufacturers that subscribe to the US Composting Council's testing program may document stability as compost testing 7 or below in accordance with TMECC 05.08-B, "Carbon Dioxide Evolution Rate". Maturity (suitability for plant growth) may be documented as compost testing greater than 80% in accordance with TMECC 05.05-A, "Germination and Vigor". Compost is considered mature and stable if it tests at 6.0 or higher on the Solvita Compost Maturity Index Rating, which is a combination of Carbon Dioxide and Ammonia Maturity Tests (test information and equipment available at www.solvita.com).
      iii. Compost shall also be:
         1. Free of weed seeds.
         2. Free of heavy metals or other deleterious contaminants.
         3. Have a soluble salt content which is less than 3 dS/m.
   c. Severely Degraded Soil
      i. Soil shall be considered severely degraded if grade was lowered or raised more than 14 inches OR soil was compacted in lifts regardless of the final grade OR was used as a staging area for construction materials, equipment or processes.
      ii.

POST INSTALLATION

1. The Permittee shall notify the City Forestry Inspector IN WRITING when the planting is complete and request a post planting inspection. The inspection must include the Permittee, landscape contractor and Forestry Inspector. The maintenance and warranty period will not begin until the City Forestry Inspector has accepted ALL plantings.
2. Trees will be inspected for plant quality and proper planting in accordance with City specifications and nursery standards. Once the maintenance period has begun, the applicant is responsible for maintaining plant health in accordance with the signed Warranty and Maintenance Agreement.
3. Routine inspections will be conducted throughout the warranty period and the applicant will be notified in writing when corrective measures are required. Failure to complete the corrective measures by the given date may result in fines being issued, permits revoked, extension of warranty period or other punitive measures.
4. Such maintenance shall include when appropriate, but not necessarily be limited to:
   a. Weekly watering equal to 10 gallons per caliper measure of tree diameter. (ex: 2.5" caliper tree =25 gallons/week.) Documented drenching natural rainfall may substitute for weekly watering.
   b. Control of competing vegetation throughout the maintenance period as necessary.
   c. Fertilizing, as required by soil analysis.
   d. Pruning, mulching, tightening of strapping, resetting of plants to proper grades or upright position.
   e. Furnishing and applying pesticides or other items necessary to thwart damage from insects and disease.
   f. Providing protection measures such as fencing and interpretive signs as necessary, to prevent destruction or degradation of the planting site.
   g. Replacement of dead and dying trees. Survival standards contained in the State Forest Conservation Manual shall be followed for the protection and satisfactory establishment of forest where applicable.

   h. Eradicate, suppress and control non-native and invasive plant species during the maintenance period to the satisfaction of the City Forestry Inspector.
   i. Installing and maintaining devices to protect against wildlife damage.
   j. Removal of staking and strapping after six months, or as directed by the Forestry Inspector.

NON-NATIVE INVASIVE PLANT CONTROL:

1. The City of Rockville maintains a list of non-native and invasive plants for certain available on the City's website. The State of Maryland maintains a noxious weed list. The Permittee shall submit a Non-Native and Invasive Management Plan to the City Forestry Inspector for review and approval prior to the pre-planting meeting. Details to be included in the management plan are:
   a. Narrative and/or plan stating the location, type and amount of non-native and invasive plants present on the site.
   b. Proposed treatment measures and methods of control by plant type.
   c. Timing and frequency of treatments by plant type.
   d. Plan for seeding and/or re-planting following management/eradication treatment.
   e. Proposed signage type and locations for installing herbicide application notification signs.
   f. Copies of contractor certifications/pesticide licenses.
2. Contractor is responsible for complying with MDE, EPA and other government agency regulations as well as obtaining proper permits from these agencies as applicable. The Forestry inspector must be notified 48 hours in advance prior to commencing any and all treatments.
3. The Forestry Inspector will perform periodic inspections of the non-native and invasive treatments throughout the warranty and maintenance period. The applicant may be required to submit proof of treatment.

Soil Profile Rebuilding Specification

NOVEMBER 2019

Specification for Restoration of Graded and Compacted Soils that will be Vegetated

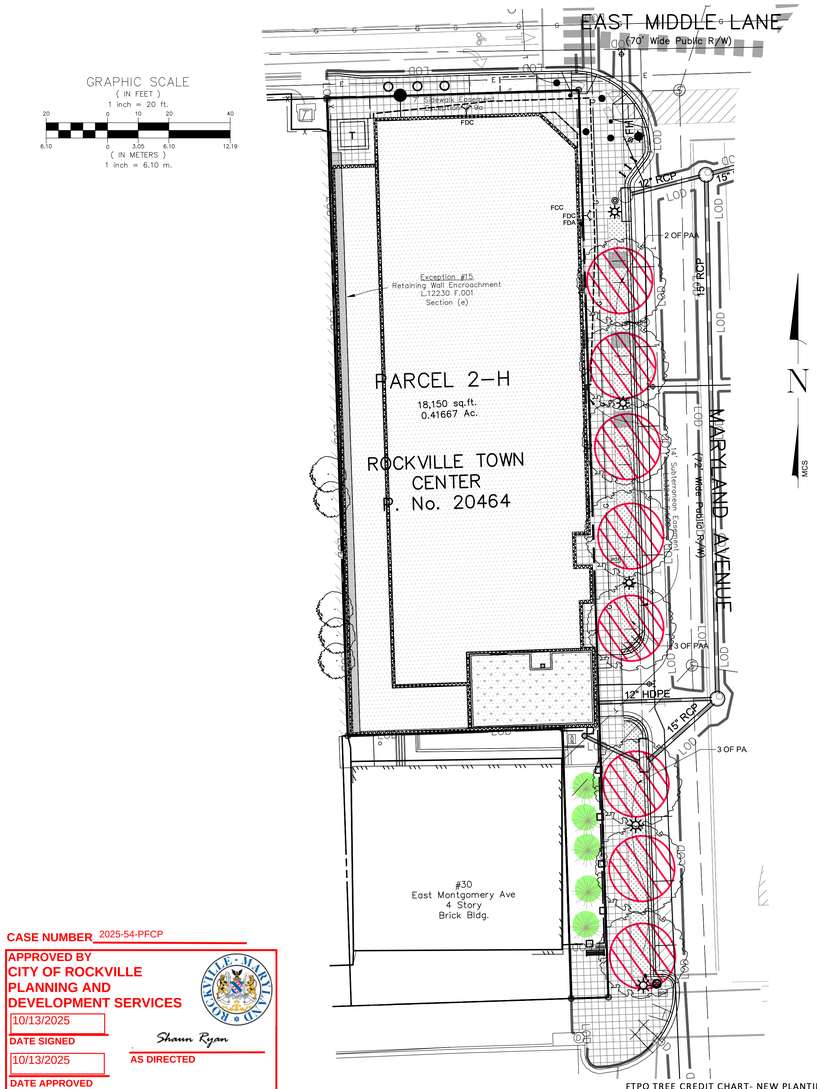
Based on Specifications developed At Virginia Polytechnic Institute- Department of Horticulture

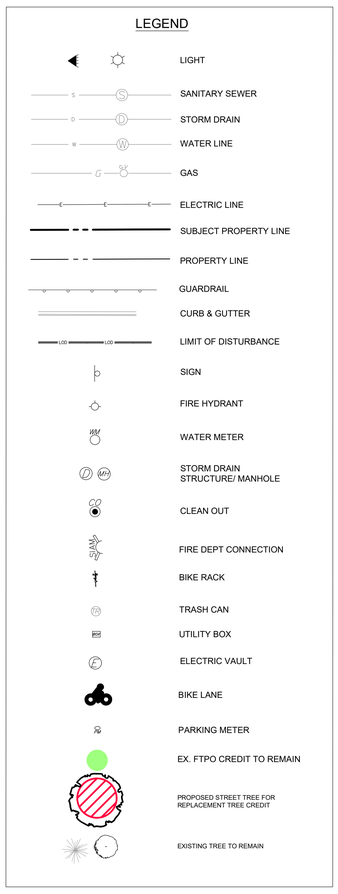
1. PURPOSE AND DESCRIPTION
   1.1 Purpose
   Soil Profile Rebuilding is an appropriate soil restoration technique for sites where topsoil has been completely or partially removed and subsoil layers have been compacted (graded and/or trafficked by equipment). It may also be used with some modifications if topsoil is present. This is not an appropriate technique in sites with surface compaction only (6 inches or less), although this situation is rare on construction sites. This technique is not appropriate within the root zones of trees that are to be protected. Soil Profile Rebuilding can improve physical and biological characteristics of soil to allow for revegetation. Soil chemical problems, soil contamination from heavy metals, pathogens, or excessive debris or gravel shall be addressed separately.
   1.2 Description of Procedure
   The procedure includes a subsoiling procedure, addition of organic matter in the form of compost, replacement or addition of topsoil, and subsequent planting with woody plants. The subsoil preparation portion of Soil Profile Rebuilding puts the components in place for restoration to characteristics similar to undisturbed soils, however, the complete restoration process requires root activity and occurs over many years. This technique may be appropriate for restoration of disturbed soils as defined by SITES**.
   1.3 Expected Outcomes
   Soil Profile Rebuilding may improve vegetation establishment, increase tree growth rates, increase soil permeability, enhance formation of aggregates in the subsoil, and enhance long-term soil carbon storage.
2. PROCEDURE
   2.1 Location6
   Profile Rebuilding shall occur on all soil areas that are to be vegetated that have been disturbed by trafficking or grading during construction or prior to construction. Soil areas that are not to be treated should be protected by permanent fencing during the construction period, and all access to these areas prohibited. A soil map delineating protected areas and areas to be treated shall be approved by the forestry inspector before grading or construction begins.
   2.2 Sequencing
   Profile Rebuilding shall occur after site disturbance is complete, including all vehicle and equipment trafficking, but before replacement of topsoil. Once profile rebuilding is complete, all traffic and equipment or materials storage on treated areas is prohibited, with the exception of foot traffic, for the purposes of planting or mulching.If topsoil is already present and is 4 inches or greater in depth, use the "modifications for pre-existing topsoil (2.6)."
   2.3 Remove foreign materials
   Remove all foreign materials resulting from construction operations, including oil drippings, stone, gravel, and other construction materials from the existing soil surface.
   2.4 Application of Compost
   Spread mature, stable compost to a 4 inch depth over compacted subsoil (see Section 3. Definitions for definition of compost).
   2.5 Subsoiling
   Subsoiling may be performed when soil is neither wet nor dry. If a shovel cannot be forced into the soil, it is too dry. If the surface is sticky or muddy, it is too wet. Use a mini-backhoe or similar equipment with a narrow (less than 24"), tined bucket to break up the compacted soil and incorporate the compost. Work backwards away from excavated soils so that treated soil is not trafficked by the equipment. Insert the bucket through the compost layer and into the subsoil to a depth of thirty-inches (36"), and raise a bucket of soil at least twenty-four inches above the soil surface.

   Tip the bucket and allow soil to fall. Repeat this procedure until no clumps of compacted soil larger than 12 inches in diameter remain. The tines of the bucket can be used to break apart larger clumps if necessary. 50% of the soil shall be in clumps 6 inches or smaller. No clumps shall be greater than 18" in diameter. The subsoiling is not intended to homogenize the compost and soil, but rather loosen the soil to a thirty-six inch depth and create veins of compost down to that depth as well. To ensure that subsoiling reached the appropriate depth, a push tube soil sampler shall be used to verify compost is present at thirty-six inch depth.
   2.6 Replacement of topsoil
   2.6.1 Standard procedure
   Stockpiled topsoil, or additional topsoil if none is available from the site, shall be returned to the site to a four (4) inch minimum depth (see *Section 3.3 Definitions* for definition of topsoil). If soil was severely disturbed (see definitions), a six (6) to eight (8) inch minimum shall be replaced with topsoil that meets city standards.
   2.6.2 Modification if significant topsoil is already present before Profile Rebuilding is initiated
   Case 1:
   At least four inches of topsoil is present on the site after construction activities are completed AND soil is not severely disturbed (see *Section 3.3 Definitions* for description of severely disturbed).
   Case 2:
   Less than four inches of topsoil is present on site after construction activities were completed but before Profile Rebuilding is initiated, OR soil is severely disturbed (see *Section 3.3 Definitions* for description of severely disturbed).
   For Case 1: A minimum of three inches additional topsoil shall be placed over the subsoiled layer before tilling.
   For Case 2: Follow *Section 2.6.1 Standard procedure*, as if no topsoil had been present.
   2.7 Tilling
   Rototill topsoil to a depth of six to eight inches when soil is neither dry nor very moist. Rototilling depth should cross the interface with the subsoiled layer by a minimum of one (1) inch and can be verified with a random sampling with a push tube soil sampler.
   2.8 Planting
   Plant the site with woody plants, trees or shrubs, at a density that insure a minimum of 50% of the site will be occupied with roots within 10 years. Planting of at least one large stature tree (e.g., one that will mature at approximately 60-70 feet in height) or 20 medium stature shrubs per 5,000 sq. ft. shall be considered to achieve this.
3. DEFINITIONS
   3.1 Topsoil
   Soil can be considered topsoil if it originates from an A horizon of a natural soil or is a mineral soil with 4-6%% organic matter content, and a NRCS textural class similar to pre-development conditions A horizon soils for the site, or as specified by the City Forestry Division. The city Forestry Division will specify a LOAM texture in the absence of native conditions listed above. Blended soils shall not be used unless specified by the City Forestry Division. In addition, topsoil shall:
   1. Be friable and well drained
   2. Have a pH between 5.5-7.
   3. Have an organic matter content between 4-6%.
   4. Have low salinity as indicated by a soluble salt content which is less than 3 dS/m
   5. Be free of debris, stone, gravel, trash, large sticks, heavy metals, and other deleterious contaminants, (if screening is used to remove debris, screen size must be ¼ inch or larger).
   6. Have a nutrient profile such that it has an adequate rating, per current industry standards.
   7. Be free of noxious weed seeds

   3.2 Compost
   Compost shall be composed of leaves, yard waste, or food waste. Biosolid-based composts shall not be used. A compost sample with analysis shall be submitted for approval to the City Forestry Division before application. Stability refers to the rate of biological breakdown, measured by carbon dioxide release. Maturity refers to completeness of the aerobic composting process and suitability (lack of plant toxicity) as a plant growth media, often measured by ammonia release and by plant growth tests. Compost manufacturers that subscribe to the US Composting Council's testing program may document stability as compost testing 7 or below in accordance with TMECC 05.08-B, "Carbon Dioxide Evolution Rate". Maturity (suitability for plant growth) may be documented as compost testing greater than 80% in accordance with TMECC 05.05-A, "Germination and Vigor". Compost is considered mature and stable if it tests at 6.0 or higher on the Solvita Compost Maturity Index Rating, which is a combination of Carbon Dioxide and Ammonia Maturity Tests (test information and equipment available at www.solvita.com).
   Compost shall also:
   1. Free of weed seeds.
   2. Free of heavy metals or other deleterious contaminants.
   3. Have a soluble salt content which is less than 3 dS/m.
   3.3 Severely Degraded Soil
   Soil shall be considered severely degraded if grade was lowered or raised more than 14 inches OR soil was compacted in lifts regardless of the final grade OR was used as a staging area for construction materials, equipment or processes.
4. SUBMITTALS
   4.1 Soil Map
   A soil map indicating soil areas to be protected and those to be restored via Soil Profile Rebuilding shall be submitted by the contractor for approval to the City Forestry Division before construction begins.
   4.2 Compost
   A compost sample with analysis certifying it is stable, mature, from acceptable feedstocks and free of contaminants and weed seeds shall be submitted for approval to the City Forestry Division before compost is applied to the soil.
   4.3 Topsoil
   A topsoil sample with analysis from a certified testing laboratory and verification of source shall be submitted for approval to by the City Forestry Division before application. Separate documentation is required for each 100 cubic yards of topsoil unless otherwise approved by the City Forestry Division.
5. REFERENCES & PERMISSIONS
   Use of this specification has been documented to increase tree canopy and soil carbon stores compared with typical practices. See www.urbanforestry.frec.vt.edu/SWES for more information.
   Soil Profile Rebuilding Specification by Susan Day et al. is licensed under a Creative Commons Attribution-NonCommercial 3.0 United States License. It may be used freely as is, or modified. However, use of the term "Soil Profile Rebuilding" should only be used when soil restoration is performed as described in this specification. See www.urbanforestry.frec.vt.edu/SWES/specification.html for full details.

City of Rockville- NOVEMBER 2019





CASE NUMBER 2025-54-PFCP

APPROVED BY
CITY OF ROCKVILLE
PLANNING AND
DEVELOPMENT SERVICES

10/13/2025
DATE SIGNED

Shawn Ryan
AS DIRECTED

10/13/2025
DATE APPROVED

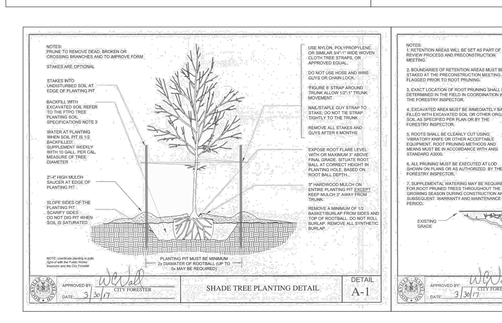
PFCP approval does not represent a final approval. PFCP approval is intended to represent credit requirements for forest conservation and replacement requirements.

PFCP is not intended to represent final conditions for infrastructure, built elements, and other engineering details.

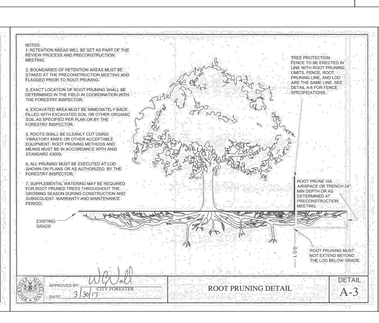
Final FCP must be adjusted from this approval to reflect any changes related to the site. Staff anticipate changes to the site that must be reflected on the Final FCP that may include but are not limited to the following:
-Street Sections, Tree Lawns, and Soil Panels
-Street Tree locations and quantities
-Infrastructure and Site Design
-Final Engineering
-Other

FTPO TREE CREDIT CHART- NEW PLANTINGS

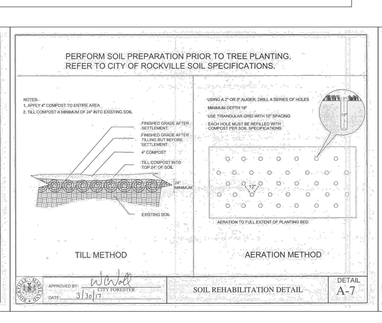
QUANTITY	Key	BOTANICAL NAME	COMMON NAME	SIZE (LG SHADE; MED SHADE; SM EG)	ROOT BALL TYPE	SIZE: CAL/HT	LANDSCAPE ONLY- NO FTO CREDIT	QUANTITY SIG. TREE REPLACEMENT ACQUIRED FC CREDIT (200 OR 400 SF)	FC CREDIT (200 OR 400 SF x 1 FOR 1 RATIO)	FC CREDIT (200 OR 400 SF x TOTAL QUANTITY)
8	PAA	*Plantanus x acerifolia*	London plane tree	LG SHADE	B&B	2.5"	0	8	0	3200
					TOTALS		0	8	0	3200
FEE IN LIEU OPTION										SF



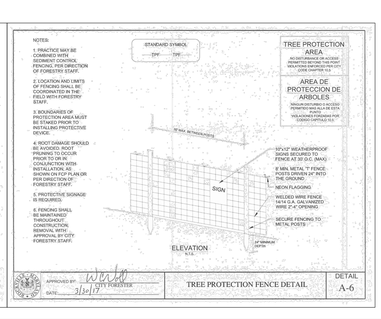
APPROVED BY: CITY FORESTER — DATE: 3/30/17 — SHADE TREE PLANTING DETAIL — DETAIL A-1



APPROVED BY: CITY FORESTER — DATE: 3/30/17 — ROOT PRUNING DETAIL — DETAIL A-3



APPROVED BY: CITY FORESTER — DATE: 3/30/17 — SOIL REHABILITATION DETAIL — DETAIL A-7



APPROVED BY: CITY FORESTER — DATE: 3/30/17 — TREE PROTECTION FENCE DETAIL — DETAIL A-6

Docusign Envelope ID: 32672FDC-557A-4E4C-8174-406E517D6784

City of Rockville

October 13, 2025

Mr. Kirk Salpini
SCG Development
8245 Boone Boulevard, Suite 640
Vienna, Virginia 22182

SUBJECT: 41 Maryland Avenue – Momentum at Rockville Center – Pre-Application Stormwater Management Concept Approval; PJT2025-00023, SMC2025-00005

Dear Mr. Salpini:

The Pre-Application Stormwater Management (SWM) Concept (Concept) received on April 1, 2025, for the above referenced site is conditionally approved. Staff has determined that the Pre-Application SWM Concept, as described below, achieves on-site Environmental Site Design (ESD) to the Maximum Extent Practicable (MEP). This Pre-Application SWM Concept approval establishes the minimum ESD as a P_E of 1.8-inches for this project which is 100 percent of the required ESD volume (ESD_V).

This site is 0.42 acres and is identified as Parcel 2-H of the Rockville Town Center situated at 41 Maryland Avenue, southwest corner of the intersection of E. Middle Lane and Maryland Avenue. The proposed development includes the construction of multi-family building. The property is located in the Rock Creek Watershed and is zoned PD-RCI (Mixed-Use Transit District). The on-site soils are predominately Urban Land which is classified as hydrologic soil group (HSG) D.

According to the Rockville City Code (Code), Chapter 19, Section 19-2 Definitions of the Rockville City Code, the Site qualifies as Redevelopment because it proposes construction on a property where existing imperviousness is greater than 40 percent of the site. The property is currently 77 percent impervious.

In accordance with the Code, Chapter 19, Section 19-45, SWM is required for all new and replacement impervious area within the entire site area including all impervious area previously existing on the site that does not have SWM to current standards. According to the submitted Concept, the total limit of disturbance is 0.40 acres which is 95 percent of the site, and the on-site impervious area subject to SWM is 0.38 acres.

Docusign Envelope ID: 32672FDC-557A-4E4C-8174-406E517D6784

Per the Code, Chapter 19, Section 19-46, SWM also must be provided for imperviousness in a portion of the adjacent E. Middle Lane and Maryland Avenue Right-of-way (ROW). According to the submitted Concept, the total impervious area in the adjacent ROW subject to SWM is 0.28 acres.

Your proposed Pre-Application SWM Concept, as shown on the attachment, is summarized as follows:

ON-SITE SUMMARY

Proposed new or replacement impervious areas are summarized as:

- Multi-family building.

Total on-site impervious area subject to SWM = 0.38 acres.

Environmental Site Design Measures

- The Concept proposes to provide a minimum P_E = 1.8-inches equivalent to 100 percent of the required ESD_V in the following on-site measures:
  - One micro-bioretention planter box facility.

- Summary of ESD:
  - Total ESD_V provided = 2,387 cubic feet (cf.).
  - Total ESD_V required = 2,359 cf.
  - Percentage of ESD_V provided = 2,387 cf./2,359 cf. = 100 percent.

Structural Measures and/or Alternative Measures

This Pre-Application SWM Concept Approval does not approve the methods for providing SWM beyond establishing the percent ESD_V. Additionally, the Pre-Application SWM Concept does not grant approval of a Monetary Contribution Alternative Measure and the City may require additional SWM facilities to provide the entire ESD_V on-site. The Pre-Application SWM Concept proposes:

- Alternative Measures – Monetary contribution in-lieu of providing Qp_{10} for the 0.38 acres of on-site impervious area.

ROW SUMMARY

Structural Measures and/or Alternative Measures

The Pre-Application SWM Concept proposes:

- Alternative Measures – Monetary contribution in-lieu of providing WQ_V, Cp_V, and Qp_{10} for the 0.28 acres of impervious area in the adjacent ROW of E. Middle Lane and Maryland Avenue.

CONDITIONS OF APPROVAL

Staff has determined that ESD to the MEP has been met.

The next step in the City of Rockville (City) two-stage SWM Concept approval is submission of a Development SWM Concept for review and approval by the Department of Public Works (DPW) prior to Planning Commission approval of the Site Plan. In accordance with the Code,

Docusign Envelope ID: 32672FDC-557A-4E4C-8174-406E517D6784

Chapter 19, Section 19-44, SWM must be provided by one of the following methods, which are listed in order of priority respectively: on-site ESD measures, on-site structural measures, and alternative measures which may include a monetary contribution.

This Pre-Application SWM Concept is conditionally approved subject to the following conditions, which must be addressed at the stages in the process as indicated below:

1) Submit a Development SWM Concept Plan, including the application and plan review fee. Include all plans, on 24-inches x 36-inches sheets, computations, and supporting documents signed and sealed by a Professional Engineer (PE) licensed in the State of Maryland, except as otherwise noted, and as outlined in the City SWM Concept Checklist.

   The submitted material must:
   a) Demonstrate, with sufficient details and computations, how ESD to the MEP, established by this approval, will be achieved on-site.
   b) Demonstrate, with sufficient details and computations, compliance with the full SWM requirements will be in accordance with the Code, Sections 19-43 and 19-44.
   c) Include horizontal and vertical information to support the design, including underdrain pipes and overflow structures, and conveyance to the proposed ESD facility.
   d) Provide information that demonstrates that the drainage area is safely conveyed to the ESD measure.
   e) Submit a revised SWM/Forestry Overlay Plan demonstrating compliance with the Concept approval and the Pre-FCP approval.
   f) Show and label preliminary SWM easements for all proposed SWM facilities. Easements should be sized to allow future inspection and maintenance.
2) Storage provided exceeding the amount required to treat the one-year, 24-hour design storm shall not be credited towards the water quality (ESD or structural) volume provided.
3) The City may require an underground structural measure in-lieu of providing full ESD. SWM Alternatives, including monetary contribution as a method to meet SWM requirements will be reviewed at the Development SWM Concept stage. Fee-in-lieu calculations associated with on-site areas should be presented separately from adjacent ROW areas.

This Pre-Application SWM Concept does not supersede or negate other required project approvals. The Concept approval does not approve the layout or density of the site. The Concept approval is contingent upon compliance of all other City and other governmental agency requirements including, but not limited to, Forestry, Traffic and Transportation, and Planning.

Any significant changes to the proposed development may result in the requirement to submit a revised Pre-Application SWM Concept with review fee for approval by DPW.

Docusign Envelope ID: 32672FDC-557A-4E4C-8174-406E517D6784

If you have any questions, please contact Senior Civil Engineer David Waterman via email at dwaterman@rockvillemd.gov or via telephone at 240-314-8523.

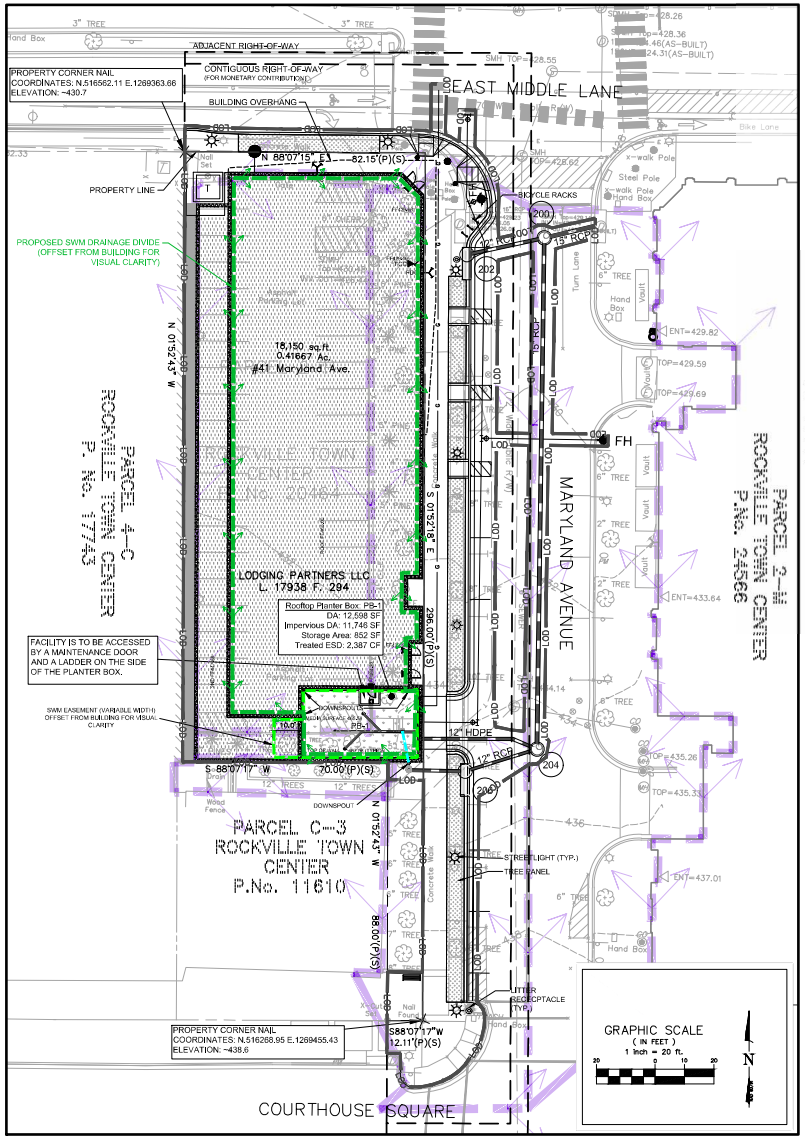
Sincerely,

John Scabis, P.E.
Chief of Engineering

JKS/DJW/kmc

Attachments: 41 Maryland Avenue – Pre-Application SWM Concept Plan, dated June 15, 2025.

cc: James Lapping, P.E., Engineering Supervisor
Shaun Ryan, Planning Supervisor
Christopher Davis, Principal Planner
Robert Demchak, Comstock 41 Maryland, L.L.C.
Kyle Hughes, Macris, Hendricks and Glascock, P.A.
Permit plan, SMC2025-00005, PJT2025-00023
Day file



SWM CONCEPT PLAN VIEW

LEGEND

EXISTING / PROPOSED

- CONTOUR (1ft) — 370
- CONTOUR (5ft) — 374
- SPOT ELEVATION — 374.0 / 74.0
- CURB & GUTTER
- SIDEWALK
- ASPHALT
- BUILDING WALL
- BUILDING ROOF
- ROOF
- LIMITS OF DISTURBANCE — LOD
- WATER LINE (DOMESTIC) — 8" W (DOM)
- WATER LINE (FIRE) — 8" W (FIRE)
- FIRE HYDRANT — FH
- SEWER LINE — S
- STORM DRAIN LINE — D
- OVERHEAD UTILITY WIRES — OHW
- GAS LINE — G
- UNDERGROUND ELECTRIC — E
- UNDERGROUND COMMUNICATIONS — C
- EASEMENT
- PROPERTY BOUNDARY
- LIGHT POLE
- SIGN
- SWM EASEMENT
- POST-DEVELOPMENT SWM DRAINAGE DIVIDE
- PRE-DEVELOPMENT DRAINAGE DIVIDES
- ROOFTOP PLANTER BOX FACILITY
- STORMWATER OVERFLOW PATH
- PERVIOUS PLANTING AREA

BEFORE BEGINNING CONSTRUCTION CONTACT "MISS UTILITY" AT WWW.MISSUTILITY.NET OR 1-800-257-7777 OR 811 AT LEAST 48 HOURS PRIOR TO EXCAVATION

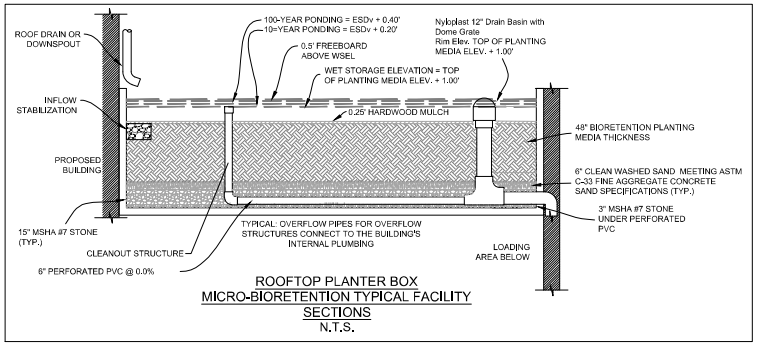
SWM CONCEPT SUMMARY TABLE
General Project Information - Rockville Town Center Parcel 2-H, N231
SMC# SMC2025-00005
Type of Concept: *Pre-Application Stormwater Concept Plan*
Development Review Process/Case No.: *PAM2025-00156*
Property Address: *41 Maryland Avenue, Rockville, MD 20850*
Property Legal Description: *Tax ID 03198603, Parcel N231, Deed Ref. 67628/00314*
Existing Property Size (ac./sq.ft.): *0.42 ac. / 18,150 sf*
Existing Impervious Area (ac./sq.ft.): *0.32 ac. / 13,885 sf*
Proposed Property Size (ac./sq.ft.): 0.42 ac. / 18,150 sf
Total Concept Area (ac./sq.ft.): 0.40 ac. / 17,361 sf
Zoning: PD-RCI *(equivalent zone, Mixed-Use Transit District Zone, MXTD)*
Watershed: Cabin John Creek
100 YR Floodplain: *n/a*
Ex. % impervious/Redevelopment or New Development: *76.5% / Re-Development*
On-Site Area Treatment Computations
Total Site Area: *0.42 ac. / 18,150 sf*
On-Site Disturbed Area: *0.40 ac. / 17,361 sf*
Percent of Site Disturbed Area: *96%*
Proposed Impervious Area (ac./sq.ft.): 0.38 ac. / 16,509 sf
Total On-Site Impervious Area subject to SWM: *0.38 ac. / 11,746 sf*
Required P_E/Proposed P_E: *1.80 inches / 1.82 inches*
Target ESDv/Provided ESDv: *2,359 cu.ft. / 2,387 cu.ft.*
ESD Measures: One *Planter Box Micro-Bioretention*
Structural Storage Required/Provided: *0 cu. ft / 0 cu.ft.*
Structural Measures: *N/A*
Qp10 (10-Year Quantity Control) Measures: Monetary Contribution
Contiguous ROW Computations
Contiguous Right-of-Way Impervious Area: *0.28 ac. / 12,209 sf*
Contiguous Right-of-Way Contribution Area: 0.31 ac. / 13,718 sf
Contiguous Right-of-Way LOD: *0.19 ac. / 8,388 sf*
Contiguous Right-of-Way Cpv (Channel Protection Volume) & WQv (Water Quality Volume) Measures: *Monetary Contribution*
Contiguous Right-of-Way Qp10 (10-Year Quantity Control) Measures: *Monetary Contribution*

PAM SWM Concept - ESD System Summary Table									6/18/2025
ESD Practice ID / Type	Total Area (sq. ft.)	Impervious Area (sq. ft.)	ESDv (cu. ft.) Max	ESDv (cu. ft.) Prvid	P_E Reqd	P_E Prvid	WQv (cu. ft.)	CPv (cu. ft.)	Qp10 (cu. ft.)
Planter Box (PB-1)	12,598	11,746	2,427	2,387	--	2.56"	2,387	N/A	Fee in lieu
Area Not Treated	4,763	4,763	--	--	--	--			
Total Area	17,361	16,509	N/A	2,387	1.80"	1.82"			
ROW	13,718	12,209	Fee in lieu		--		Fee in lieu	Fee in lieu	Fee in lieu

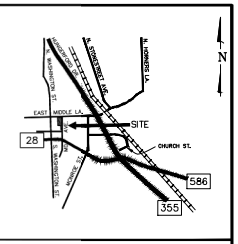
SOILS CHART

MAP UNIT SYMBOL	MAP UNIT NAME	HYDROLOGIC SOIL GROUP	PERCENT OF PROPERTY
400	URBAN LAND	D	100%

*See USDA NRCS Web Soil Survey for further details



ROOFTOP PLANTER BOX
MICRO-BIORETENTION TYPICAL FACILITY
SECTIONS
N.T.S.



VICINITY MAP
SCALE 1" = 2,000'

ENGINEER
MHGPA
9220 WIGHTMAN RD, SUITE 120
MONTGOMERY VILLAGE, MD 20886
KYLE HUGHES
WILLIS GAMMELL
301-670-0840
WGAMMELL@MHGPA.COM

OWNER
COMSTOCK 41 MARYLAND LLC
1900 RESTON METRO PLZ, 10TH FL
RESTON, VA 22182
ROBERT DEMCHAK
703-230-1985
RDEMCHAK@COMSTOCK.COM

APPLICANT
SCG DEVELOPMENT
8245 BOONE BLVD., SUITE 640
VIENNA, VA 22182
KIRK SALPINI
709-942-6610 EX.220
KAS@SCGDEVELOPMENT.COM

This Plan Is For Stormwater Management Only

PROFESSIONAL CERTIFICATION:
I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer under the laws of the State of Maryland, License No. 16905 , Expiration Date: 04/21/2026

STEPHEN CRUM
NAME

STATE OF MARYLAND · STEPHEN EDWARD CRUM · No. 16905 · PROFESSIONAL ENGINEER
Digitally signed by Stephen Crum
Date: 2025.06.18 16:22:54-04'00'

NO.	DESCRIPTION OF REVISION	P.E. INITIAL	DATE	DPW	DATE
				XX	XX

APPROVAL OF REVISIONS AFTER INTIAL PLAN APPROVAL

DESIGNED	KJH	DEPARTMENT OF PUBLIC WORKS CITY OF ROCKVILLE 111 MARYLAND AVE. ROCKVILLE, MARYLAND		Pre-Application Stormwater Management Concept SMC2025-00005	ROCKVILLE TOWN CENTER PARCEL 2-H 41 MARYLAND AVENUE Election District NO.04 City of Rockville, Maryland	DATE SUBMITTED: 06/18/25	SCALE 1"=20'
DRAFTED	WDG					CITY IFB NUMBER	SHEET NO. 1 OF 1
CHECKED	SEC						FILE #

Docusign Envelope ID: C98E32D3-FD9A-4FC3-8507-1E9C6B98E425

City of Rockville

October 6, 2025

Mr. Kirk Salpini
SCG Development
8245 Boone Boulevard, Suite 640
Vienna, Virginia 22182

SUBJECT: 41 Maryland Avenue – Momentum at Rockville Station – Water and Sewer Authorization, Capacity, and Service; WSA2025-00005, PJT2025-00023

Dear Mr. Salpini:

A conditional water and sewer authorization is being granted based on the Site Plan Application and the Water and Sewer Authorization (WSA) Application to utilize City of Rockville (City) water and sewer for the above referenced project.

EXISTING CONDITIONS

The development project is located at 41 Maryland Avenue, Parcel 2-H of the Rockville Town Center subdivision within the Rock Creek sewershed. The existing lot is currently improved with a surface parking facility and adjoined by a 12-inch City water main and 10-inch sewer main located in the E Middle Lane Right-of-Way (ROW), and an eight-inch water main and a six-inch sewer main located in the Maryland Avenue ROW as shown on the attached exhibit (41 Maryland Avenue Exhibit) dated September 4, 2025. There are no existing water and sewer connections to the site.

DEVELOPMENT APPLICATION

According to your application, the development consists of the following uses:

- Existing Approved Use (PDP1994-0001E):
  - High-Rise Apartments – 117 dwelling units – 17,550 gallons per day (gpd)
  - Retail – 11,260 square feet – 777 gpd

- Proposed Use:
  - High-Rise Apartments – 147 dwelling units – 22,050 gpd

According to your site plan and WSA application, water and sewer service connections to the existing infrastructure in the E Middle Lane and Maryland Avenue ROW, are proposed as follows:

- **Water** – The project proposes to install an eight-inch main extension in Maryland Avenue from the existing 12-inch water main in E Middle Lane to the existing eight-inch water main at the south side of the intersection of Maryland Avenue, Courthouse Square and East Montgomery Avenue and a connection to the proposed eight-inch main in Maryland Avenue. The project proposes to provide an interior meter and connection to the fire system.
- **Sewer** – The project proposes to install a connection to the existing 10-inch main in E Middle Lane.

FINDINGS

Adequate Public Facilities

The City's Adequate Public Facilities Ordinance (APFO) and the Rockville City Code (Code), Chapter 24 require water and sewer infrastructure to be assessed for adequacy whenever a proposed development is being considered for approval. A finding is required that public water and sewer facilities are adequate, which may include mitigating the impacts needed to comply with the level of service established in the Water and Sewer Adequacy Standards per the Code, Section 24-12. The water and sewer systems' hydraulic capacity are deemed adequate because the development does not increase the net wastewater flow greater than 10,000 gpd. This Water and Sewer Authorization is affiliated with the Rockville Town Center Planned Development, last amended by PJT2014-00003 and its corresponding WSA case, WSA2015-00002, which established an overall capacity for the five block planned development that also included 255 Rockville Pike on Parcel 2-F, Regal Row on Parcel 2-G, BLVD 44, and the Cambria Suites Hotel on Parcel 2-M and BLVD Ansel/ BLVD Lofts on Parcel 2-L. The Department of Public Works (DPW) finding as follows:

Water

- **Treatment Capacity** – The City's water supply, less a reasonable reserve for fire flow, is adequate for the proposed development.
- **Fire Flow** – A minimum fire-flow of 1,000 gallons per minute (gpm) is available from the eight-inch water main along Maryland Avenue and is adequate for the proposed development.

Sewer

- **Treatment Capacity** – The Blue Plains Wastewater Treatment Plant has adequate treatment capacity for the proposed development, and the City has adequate available treatment capacity in its allocation at the Blue Plains Wastewater Treatment Plant.
- **Transmission** – The City has determined that the existing Cabin John sewershed sewerage transmission has adequate capacity to serve the proposed development without mitigation of capacity deficiencies.

Service and System Integrity

The City's water service is assessed for system integrity. DPW findings are as follows:

- **System Redundancy** – The City's existing water system on Maryland Avenue is not looped.
- **Fire Hydrant Spacing** – The fire hydrant spacing along the water mains in E Middle Land and Maryland Avenue meets the recommended spacing of 300-feet on average.

The City's sewer service is assessed for system integrity. DPW findings are as follows:

- **Sewer System** – The City's existing sewer system in E Middle Lane does not have adequate easement width for its excavation and maintenance.

CONDITIONS OF APPROVAL

The following list of conditions must be addressed for DPW to authorize building connections to the City's water and sewer systems and/or issue City permits. The Site Plan, Detailed Engineering Plan, and Building Plan approval and permitting processes must incorporate the construction of any required mitigation.

- **Water Service Conditions** - The findings of adequacy of and the authorization to utilize the City's water system are dependent on the following:

  Water Mains
  The public water main proposed in Maryland Avenue shall be eight inches in diameter and comply with the Code, Chapter 24 and shall meet all requirements specified in the City's Water and Sewer Notes and the latest edition of Washington Suburban Sanitary Commission (WSSC) Standards and Specifications Section 02510 – Water Distribution System.

  Fire Hydrant
  The Applicant must construct two public fire hydrants located at an overall spacing of 300 feet on the proposed eight-inch main in Maryland Avenue to meet City's design standards for hydrant spacing and fire flow requirements. All public fire hydrants shall be located within the public ROW and shall not be located on dead end mains beyond service connections.

  Water Meters
  Water meters shall comply with the Code, Chapter 24. The water meter for the proposed development shall be located inside the building in a utility room adjacent to the Maryland Avenue ROW within an easement to the City, as approved by the Director of Public Works. The Applicant shall comply with the conditions of the Inside Water Meter Request Letter dated October 3, 2025. The meter's location shall provide adequate horizontal and overhead clearance for the City to maintain the infrastructure. The size and specific location of the water meter shall be determined during the final engineering phase. A water meter easement must be provided at no cost to the City and approved by the City Attorney. The easement must be recorded in the Montgomery County Land Records prior to DPW issuing a Public Works Permit (PWK).

  Water Service Connections
  The water service connection for the development shall connect to the water main in Maryland Avenue. The location and size of the new connection to the proposed water main must be in compliance with applicable section of the Code and must be approved and permitted by Inspection Services Division (ISD) and DPW at the final engineering phase.

  Water Infrastructure Location
  The water mains, fire hydrants, water meter (and associated easement), and water service connection location must be coordinated with the other public improvements within the ROW, including, but not limited to, street trees, streetlights, sewer house connections, and

Stormwater Management (SWM) facilities. The final location of the water mains, fire hydrants, water meters, valves, and water service connections will be reviewed, approved, and permitted by DPW and ISD at the final engineering phase.

- **Sewer Service Conditions** - The findings of adequacy of and the authorization to utilize the City's sewer system are dependent on the following:

  Sewer Mains
  As noted, DPW has determined that portions of the City existing sewer system do not have adequate area within ROW or easement for excavation and maintenance of the public main without potentially impacting private property. Therefore, the authorization to connect to and utilize the 10-inch main in E Middle Lane is dependent on the Applicant providing a seven-foot-wide easement to the City for the existing sewer main. The easement must be provided at no cost to the City and approved by the Office of the City Attorney. The easement must be recorded in the Montgomery County Land Records prior to DPW issuing a PWK.

  Sewer Connections
  Sewer cleanouts shall comply with the Code, Chapter 24. DPW permits must be issued prior to ISD issuing building permits. The location and size of the new connection must be in compliance with applicable section of the Code and must be approved and permitted by ISD and DPW at final engineering. The permitted work must be constructed, accepted by DPW, and placed into service prior to ISD issuing an occupancy permit for the building.

  Sewer Infrastructure Location
  The sewer mains, sewer cleanouts, and sewer service connection locations must be coordinated with the other public improvements within the proposed ROW, including, but not limited to, street trees, streetlights, water house connections, water meters, fire hydrants, and SWM. The final location of the sewer mains, sewer cleanouts, and sewer service connections will be reviewed, approved, and permitted by DPW and ISD at the final engineering phase.

- **Final Engineering and Permitting** - The Applicant must submit associated applications, plan review and permitting fees, and construction documents to DPW for review, approval, and permitting at the final engineering stage. The Applicant must obtain permits from DPW and ISD, and any other agencies having authority.

- **General Conditions** - The DPW permits must be issued prior to ISD issuing building permits. Additionally, the permitted work must be constructed, accepted by DPW, and placed into service prior to ISD issuing an occupancy permit for the building.

  The PWK covers the public water extension and water service connection from the water main to the building and the sewer connection from the sewer main to the ROW. The ISD Plumbing Permit covers the water service connection in the building, including the water meter and appurtenances, and the sewer connection from the ROW to the building, including the sewer cleanout and appurtenances.

  The Applicant must confirm that the size of proposed water and sewer connections are acceptable to the ISD.

Docusign Envelope ID: C98E32D3-FD9A-4FC3-8507-1E9C6B98E425

Easement Conditions

The Applicant must provide an easement to the City for the proposed water meter and existing sewer main. The easements must be provided at no cost to the City and approved by the City Attorney. The easement must be recorded in the Montgomery County Land Records prior to DPW issuing a PWK.

The sewer easement depicted on the Site Plan is conceptual and shall be finalized during the detailed engineering phase, subject to approval by DPW. In the event the proposed easement limits do not provide sufficient clearance from the building, including but not limited to its façade, canopy, and foundation, or as necessary to comply with Occupational Safety and Health Administration (OSHA) trench safety standards for sewer maintenance, the applicant shall propose mitigating measures and may be required to relocate the sewer to ensure the adequacy of clearances. The City recognizes that there are different methods and alignments that could be employed to meet design standards and the City will assist the Applicant to identify system improvements that mitigate any deficiency. Proposed mitigation must identify the location, pipe size, pipe slopes, and limits of the impacts. The Applicant will be required to obtain approvals and permits as detailed below. The mitigating measures must be constructed, accepted by DPW and placed into service, prior to DPW allowing the connection to and utilization of the existing system.

Capital Contribution

The Applicant will be required to pay a water and sewer Capital Contribution charge per the Code. The charge, which is based on the domestic water meter size, must be paid to ISD in accordance with the fee schedule in effect at the time of building permit issuance and prior to ISD's issuance of the building permits.

Any substantial changes or revisions to the proposed development information may require a modification, revision, or deletion of these conditions.

Docusign Envelope ID: C98E32D3-FD9A-4FC3-8507-1E9C6B98E425

If you have any questions, please contact Senior Civil Engineer David Waterman via email at dwaterman@rockvillemd.gov or via telephone at 240-314-8523.

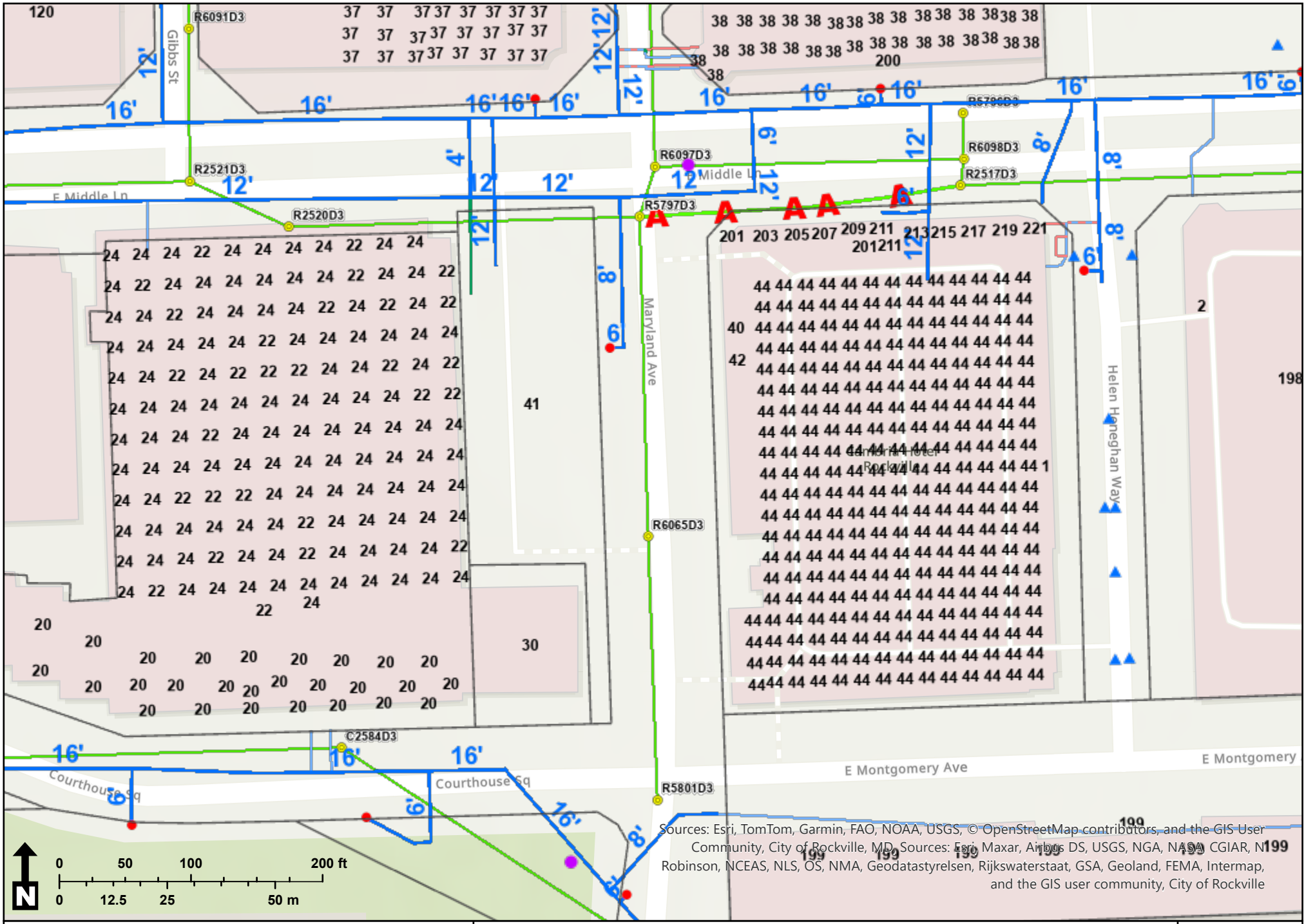
Sincerely,

John Scabis, P.E.
Chief of Engineering

JKS/DJW/ktt

Attachment: 41 Maryland Avenue – WSA Exhibit, dated September 4, 2025.

cc: James Lapping, P.E., Engineering Supervisor
Shaun Ryan, Planning Supervisor
Christopher Davis, Principal Planner
Kina Campbell, Chief of Inspection Services
Robert Demchak, Comstock 41 Maryland, L.L.C.
Kyle Hughes, Macris, Hendricks and Glascock, P.A.
Water and Sewer Authorization file
Permit plan, WSA2025-00005, PJT2025-00023
Day file



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, City of Rockville, MD, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community, City of Rockville

City of Rockville
Rise Together

This drawing is intended to be used for reference and illustrative purposes only. This drawing is not a legally recorded plan, survey, or engineering schematic and it is not intended to be used as such. This drawing is a compilation of records, information and data developed and maintained in various City offices. Map layers were created from different sources at different scales, and the actual or relative geographic position of any feature is only as accurate as the source information.

41 Maryland Ave WSA Exhibit

DATE: September 4, 2025

AUTHOR: Author

Project Plan Application PJT2025-23

Momentum at Rockville Station

41 Maryland Avenue

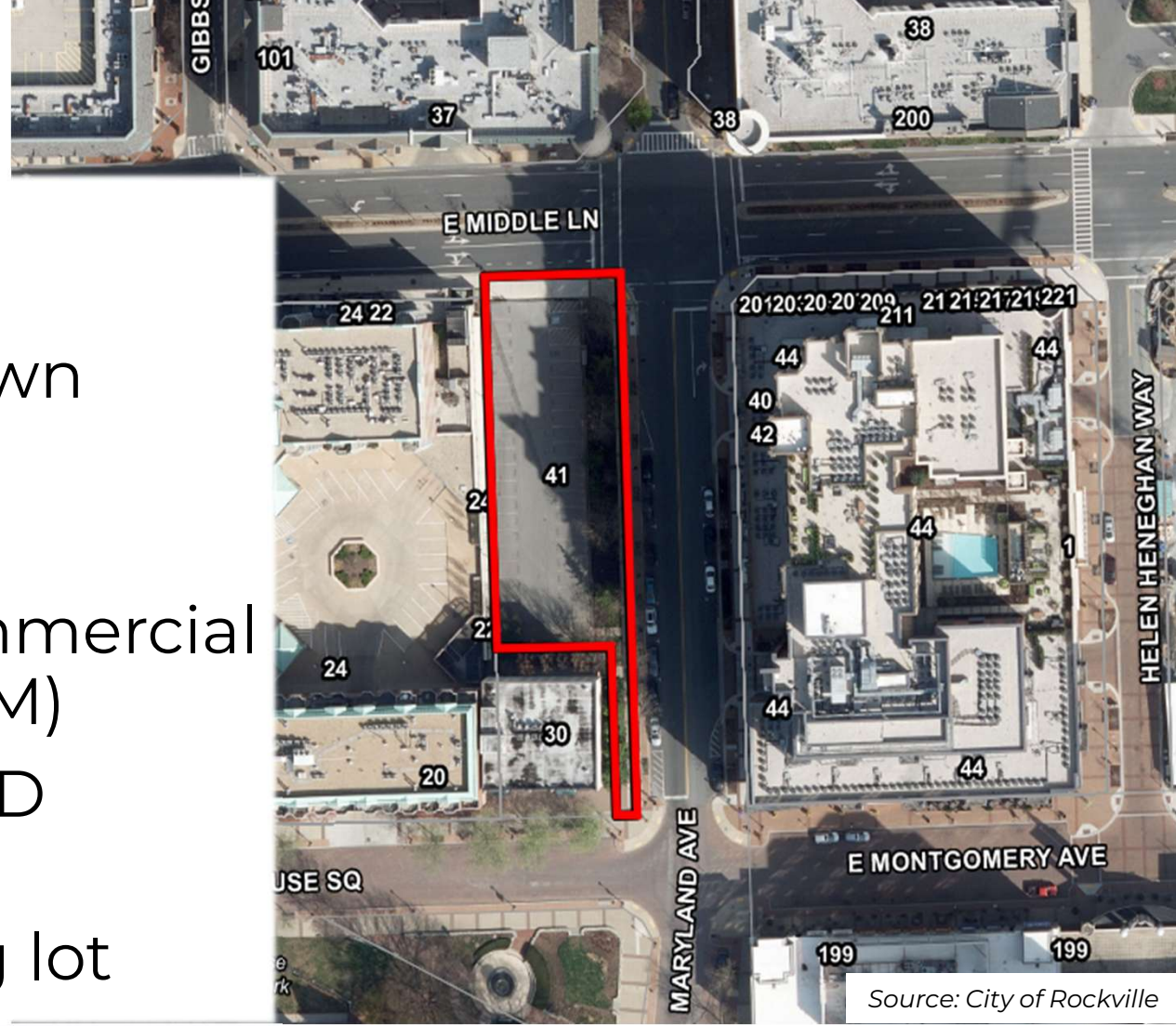
Mayor & Council Public Hearing

November 17, 2025

City of Rockville
Community Planning & Development Services

Project Site

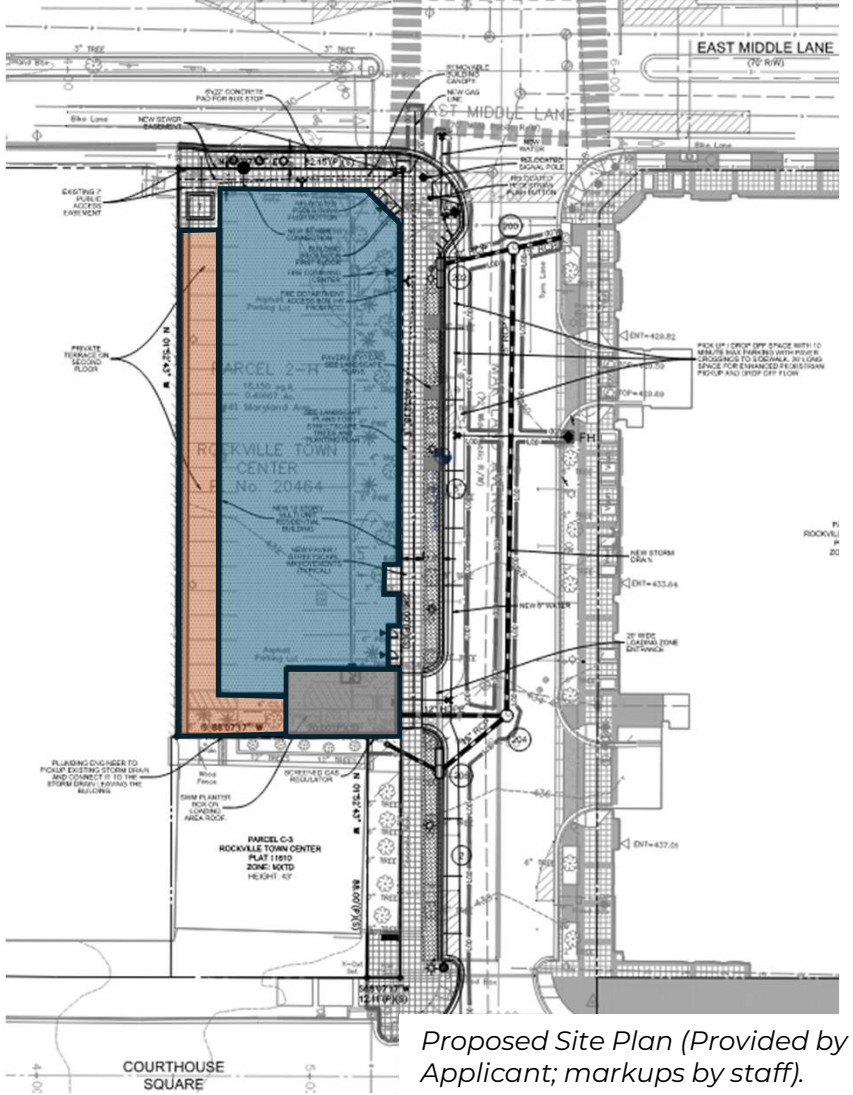
- **Address:** 41 Maryland Avenue
- **Planning Area:** 1 – Town Center
- **Site Area:** 0.42 Acres
- **Land Use:** Office Commercial Residential Mix (OCRM)
- **Zoning:** PD-RCI/ MXTD (equivalent)
- **Existing Use:** Parking lot



Source: City of Rockville

Project Proposal

- 12-story multi-family building with 147 affordable units
- Waivers for height & parking
- Replace 40 MPDUs at 44 Maryland Ave with 46 MPDUs
- Amend PD to modify uses & standards



Proposed Site Plan (Provided by Applicant; markups by staff).

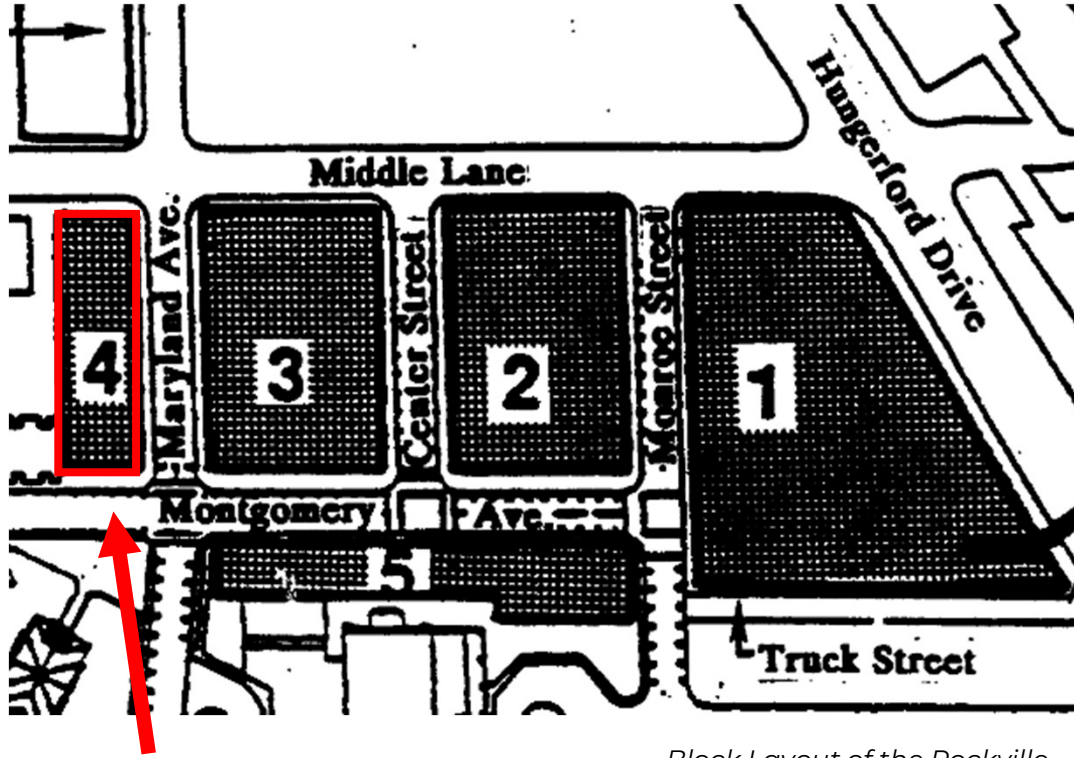
Rockville Center Inc. PD

Existing PD Approval

- 117 units (min.)
- 11,260sf retail
- 100' > 448’ elevation (max)

Proposed Amendment

- **147 units**
- **137.25’ max. height (120' > 448’ elevation)**



Block Layout of the Rockville Center Inc. PD.
Source: City of Rockville

Findings

Project meets required findings for approval of a project plan amendment, including:

1. Will not adversely affect the health or safety of persons residing or working in the neighborhood

- Similar residential uses in the surrounding area
- Conforms with requirements to ensure public health and safety
- Provides affordable units, consistent with housing goals

Findings

2. Project will not conflict with the Comp Plan

- Plan and TCMP promote additional housing in Town Center
- TCMP recommends the elimination of on-site parking requirements

3. Project will not overburden public facilities

- Adequate schools, transportation, and water and sewer

Findings

4. Project will not constitute a violation of any provision of the Zoning Ordinance or other law;

- Proposal will meet requirements with noted exceptions
- Further compliance review of the site plan

5. Adversely affect the natural resources or environment of the City or surrounding areas;

- Will meet forestry and stormwater management requirements
- No impact on historic resources

Height Waiver

Waiver request (WAV2025-0015)

- Max. height: 120’
- Requested height: **137.25**’
- Meets criteria for approval (compatibility, planning principles, and feasibility)

Rendering of Project from E. Middle Lane (Provided by Applicant).

Parking Reduction

Reduction request (WAV2025-0016)

- Min. parking required: 169 spaces
- Request: **Zero (0) parking spaces**
- Meets six (6) approval criteria:

  - Proximity to transit
  - Access to bus stops
  - Proximity to public parking
  - Site constraints
  - Bicycle facilities
  - Supported by TCMP

Community Outreach & Briefings

Required Notifications have been made consistent with City Code requirements.

Additionally, the following meetings have been held:

- Pre-application area meeting: January 21, 2025 (virtual)
- Post-application area meeting: April 29, 2025 (virtual)
- Planning Commission Briefing: May 14, 2025 (hybrid)
- Mayor & Council Briefing: May 19, 2025 (hybrid)
- Meeting with Victoria Condominium residents: February 13, 2025 (in-person)

Next Steps

Mayor and Council will:

- **Hold a Public Hearing**
- **Consider a Resolution to Approve Project Plan Application**

Recommendation

Staff recommends that the Mayor and Council hold the public hearing and act on the following:

i. Approve Project Plan PJT2025-00023, to amend the Rockville Center Inc. PD to permit construction of a 147-unit affordable multifamily building.

ii. Approve building height waiver WAV2025-00015.

iii. Approve parking reduction WAV2025-00016.

Proposed Motion

Staff recommends that the Mayor and Council:

Move to adopt a resolution to approve Project Plan PJT2025-23, to amend the Rockville Center Inc. Planned Development to permit construction of a 147-unit affordable multifamily building, approve Building Height Waiver WAV2025-00015 and Parking Reduction WAV2025-00016 at 41 Maryland Avenue, based on findings and conditions in the staff report.

41
Maryland Ave

Project Plan
PJT2025-0023

Mayor & Council
Public Hearing
Nov 17, 2025

PERSPECTIVES

PROJECT PLAN CONCEPT

A-14

DAVIS CARTER SCOTT Ltd dcs DESIGN

Streetview 41 Maryland Middle Lane at Maryland Avenue, looking North towards East Montgomery Avenue

BLVD Ansel 173’
18 stories

BLVD 44 145’
15 stories

41 MD Ave 137’
12 stories

Victoria Condo 123’
12 stories
10 residential
over 2 story
garage

LEGEND

- SUBJECT PROPERTY BOUNDARY
- OTHER PROPERTY BOUNDARIES
- PROPOSED BUILDING
- PROPOSED SIDEWALK PAVERS
- PROPOSED STORMWATER MANAGEMENT FACILITIES
- PROPOSED LAWN
- PROPOSED SHADE TREES
- EXISTING SHADE TREES
- PROPOSED BENCH
- PROPOSED STREET LIGHT
- PROPOSED BIKE RACK
- PROPOSED TRASH RECEPTACLE

MHG

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
LAND PLANNING

9220 Wightman Road, Suite 120
Montgomery Village, MD 20886
Phone: 301.670.0840
www.mhgpa.com

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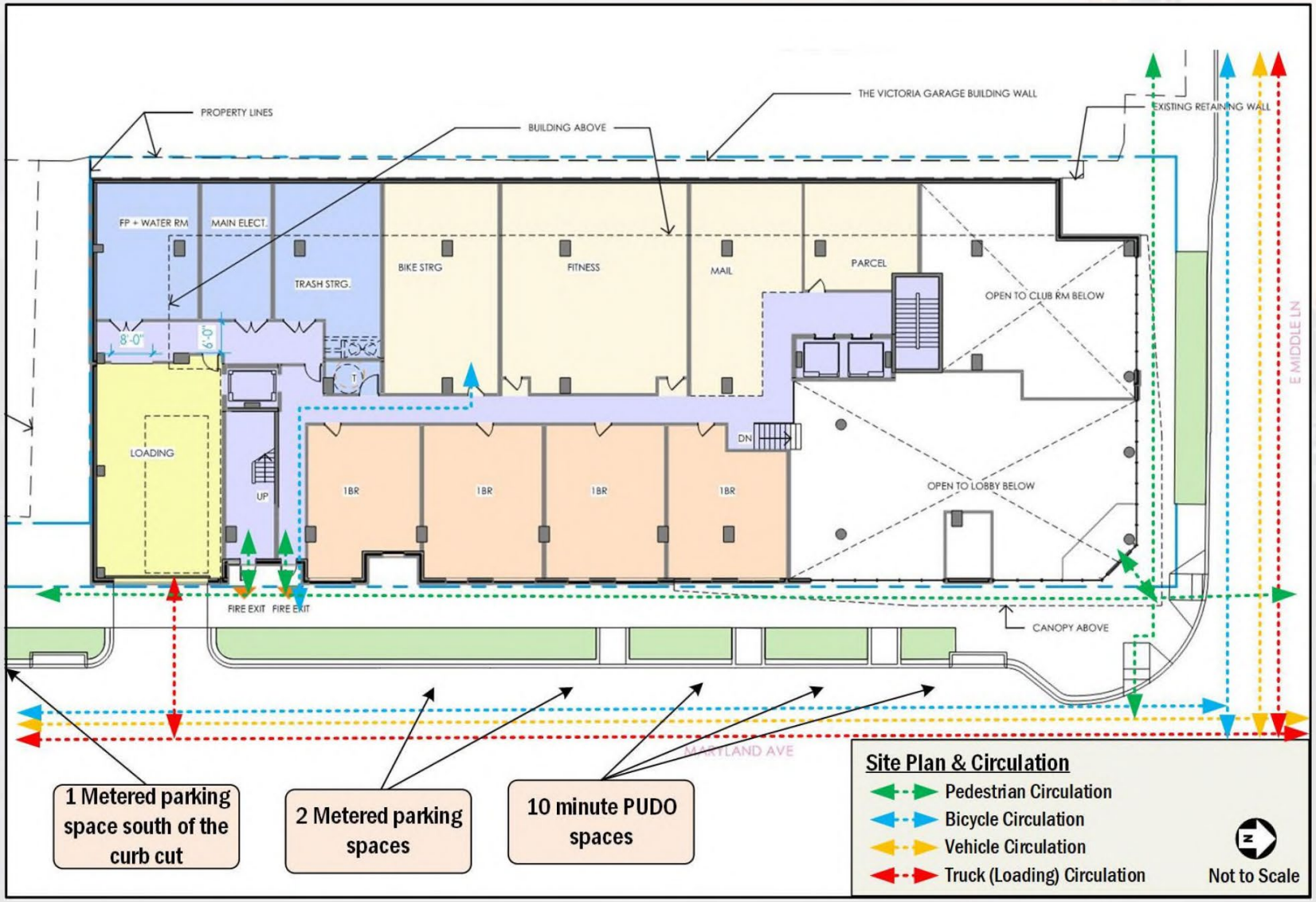
Pick-Up/Drop-Off and Loading Operations



PUDO and Loading Operations:

- A luggage cart/dolly/flatbed cart will be available in the lobby.
- Small vans for daily package deliveries like Amazon, UPS, FedEx will use the pick-up/drop-off spaces.
- On-site loading area will be reserved for scheduled trash/recycling collection, maintenance/repair vehicles, and resident move-in/move-out only

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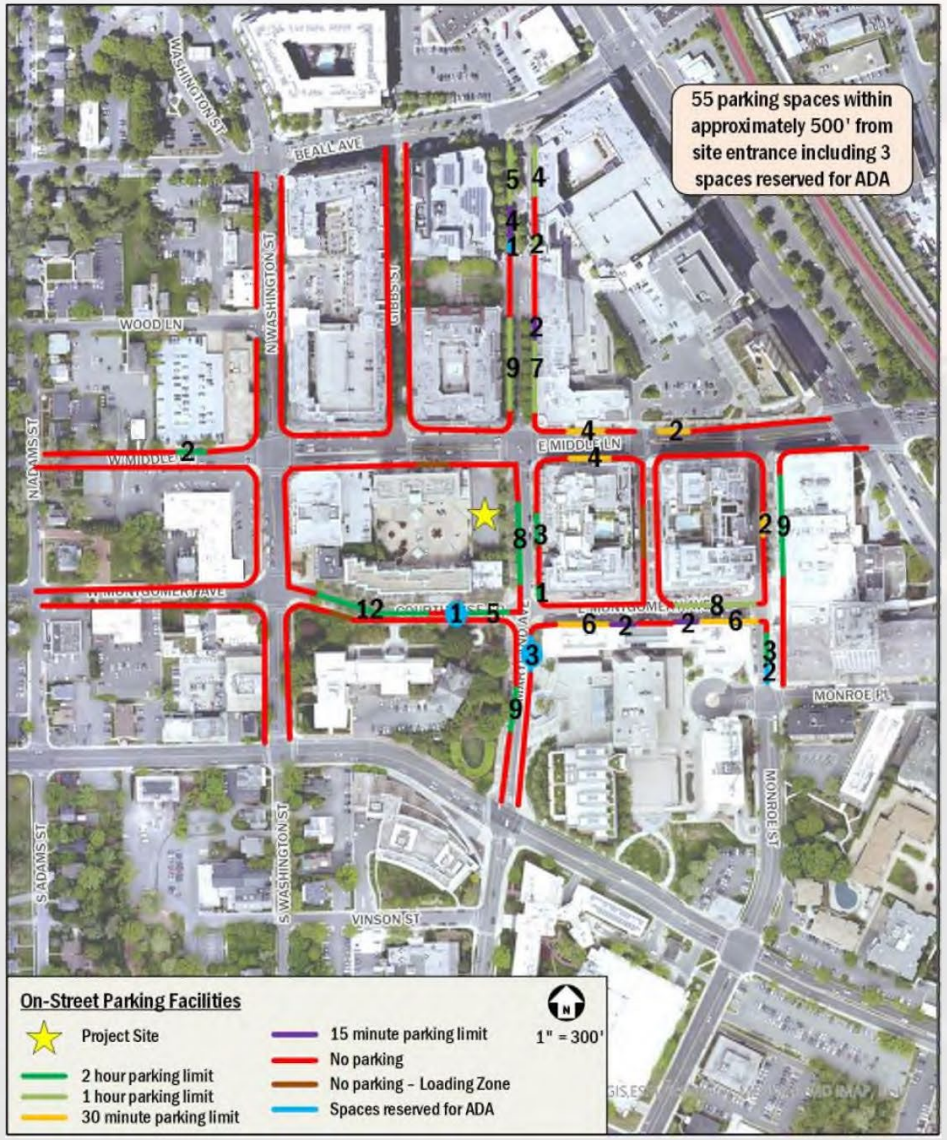
On-Street Parking

128 spaces 6 handicapped spaces



ADA Parking Spaces:

- One (1) ADA space along westbound Courthouse Square
- Three (3) spaces along Maryland Avenue, between Montgomery Avenue and E Jefferson Street
- Two (2) spaces at Monroe Place and Monroe Street intersection

Residential Permit Parking:

- Curbside parking within the West End neighborhood is restricted to permit holder only
- Residents of 41 Maryland Avenue would not be eligible for this permit parking
- Parking restrictions around site limit impact to on-street parking availability

GOROVE SLADE

Off-Street Parking Availability near Project Site

- **Connectivity**
  - Direct and comfortable pedestrian routes available to several off-street parking options around site
- **Parking Observations:**
  - Typical weekdays and weekends occupancy less than 50%
  - Special event weekends occupancy approximately 60%

GOROVE SLADE

Parking Assessment

3479 monthly and hourly parking spaces

Utilization

Weekdays/Weekends 50%

Event Weekends 60%

Table 4: Parking Facilities near the Project

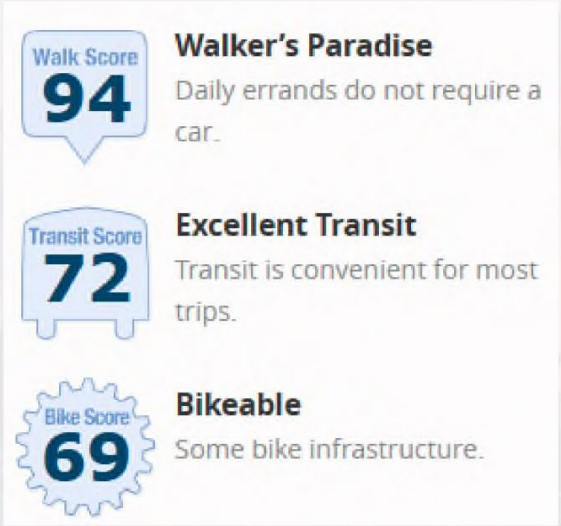
Location	Availability	Parking Spaces		Hours of Operation	Approximate Distance from Site Entrance
Park X BLVD 44 (44 Maryland Avenue)	Monthly and Hourly Parking	Standard	296	24/7	~300 feet
		ADA	11		
		Total	307		
Colonial Rockville Town Square - Garage A	Monthly and Hourly Parking	Standard	610	24/7	~750 feet
		ADA	18		
		Total	628		
Colonial Rockville Town Square - Garage B	Monthly and Hourly Parking	Standard	114	24/7	~300 feet
		ADA	5		
		Total	119		
Colonial Rockville Town Square - Garage C	Monthly and Hourly Parking	Standard	129	24/7	~500 feet
		ADA	6		
		Total	135		
Park X Ansel (33 Monroe Street)	Monthly and Hourly Parking	Standard	344	24/7	~550 feet
		ADA	9		
		Total	353		
One Metro Square (51 Monroe Pl)	Monthly and Hourly Parking	Standard	349	24/7	~1000 feet
		ADA	5		
		Total	354		
USP Victoria (24 Courthouse Square)	Monthly and Hourly Parking	Standard	65**	Mon-Friday 7AM-6PM	~250 feet
		ADA	0		
		Total	65		
USP 11 North Washington Street	Monthly and Hourly Parking	Standard	262	Mon-Friday 7AM-6PM	~300 feet
		ADA	8		
		Total	270		
Colonial Rockville Metro Plaza I & II (111 Rockville Pike)	Monthly and Hourly Parking	Standard	785	Mon-Friday 6AM-7PM Saturday 8AM-2PM	~400 feet
		ADA	24		
		Total	809		
Park X 255 Rockville Pike	Monthly and Hourly Parking	Standard	426	Mon-Fri 7am-11pm Sat-Sun 10am-11pm	~900 feet
		ADA	13		
		Total	439		
		Total	**3479**		
		Total ADA	**99**		

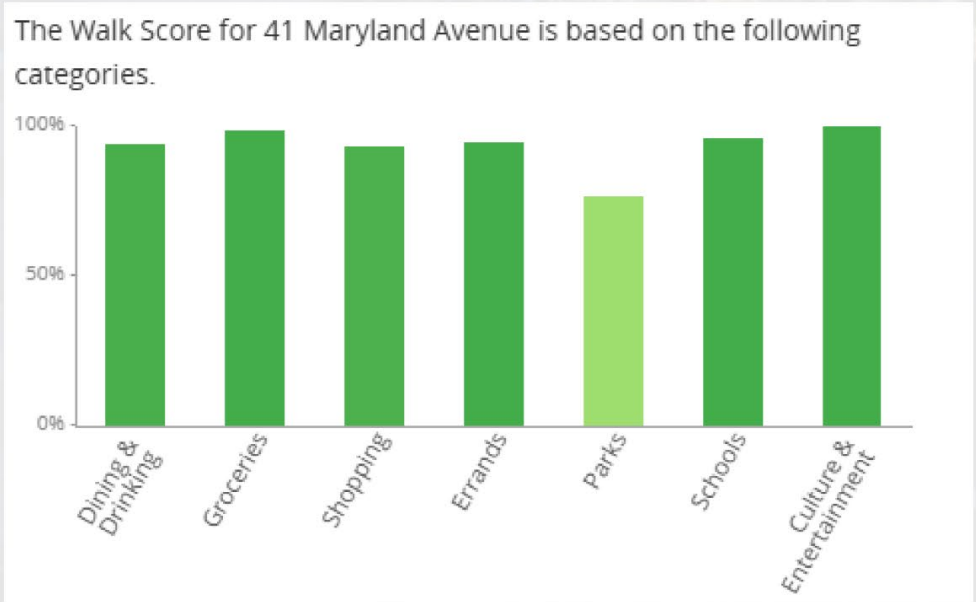
* Field verified and excludes residential spaces within secluded areas of garages and spaces reserved for specific tenants

**Additional spaces are located within the area currently under construction, which could not be counted for this review.

Robust Non-Auto Transportation Network

Walk and Bike Score





- Future tenants will be able to run most errands without a car
- Proximity to RideOn bus routes, the Rockville Metro Station, and planned future Veirs Mill and 355 BRT lines provide convenient local and regional access.
- Project site surrounded by a highly-connected bicycle network with additional bike lanes planned along Monroe Street that will further enhance bikeability in the area.

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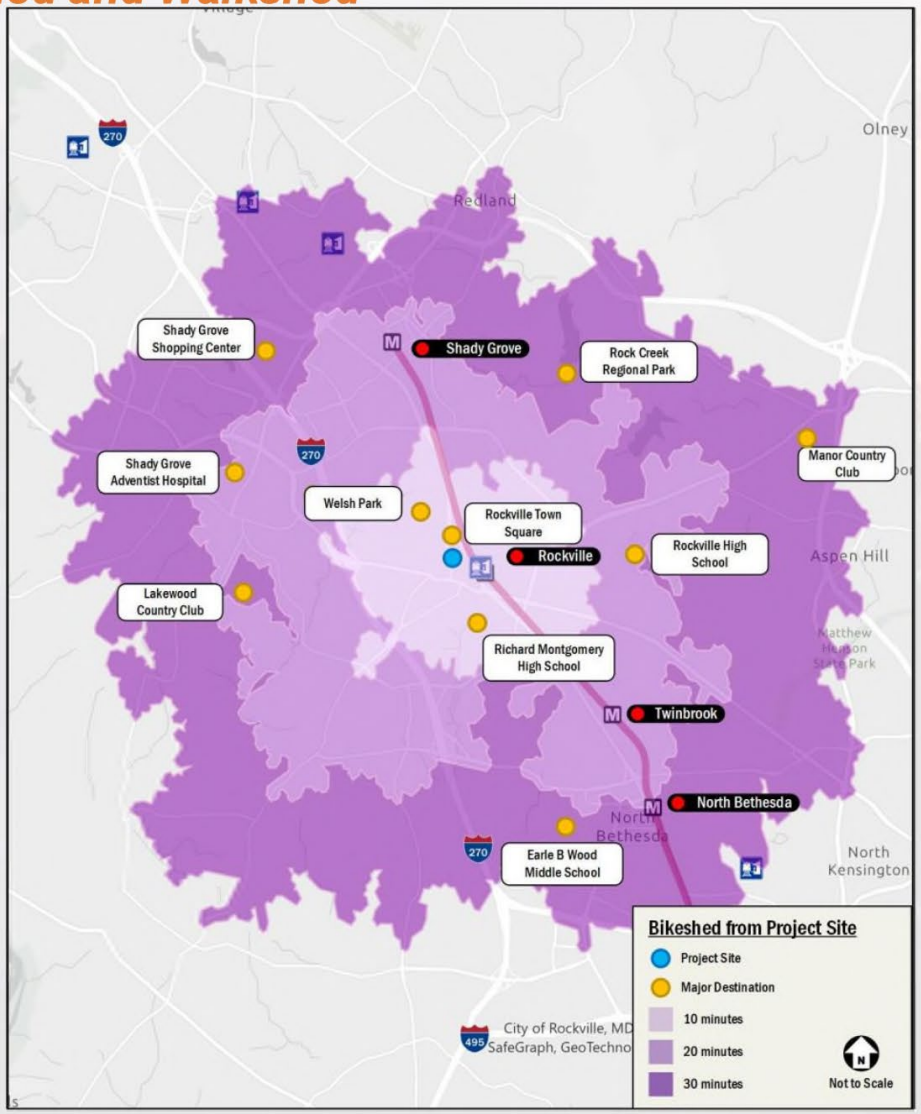
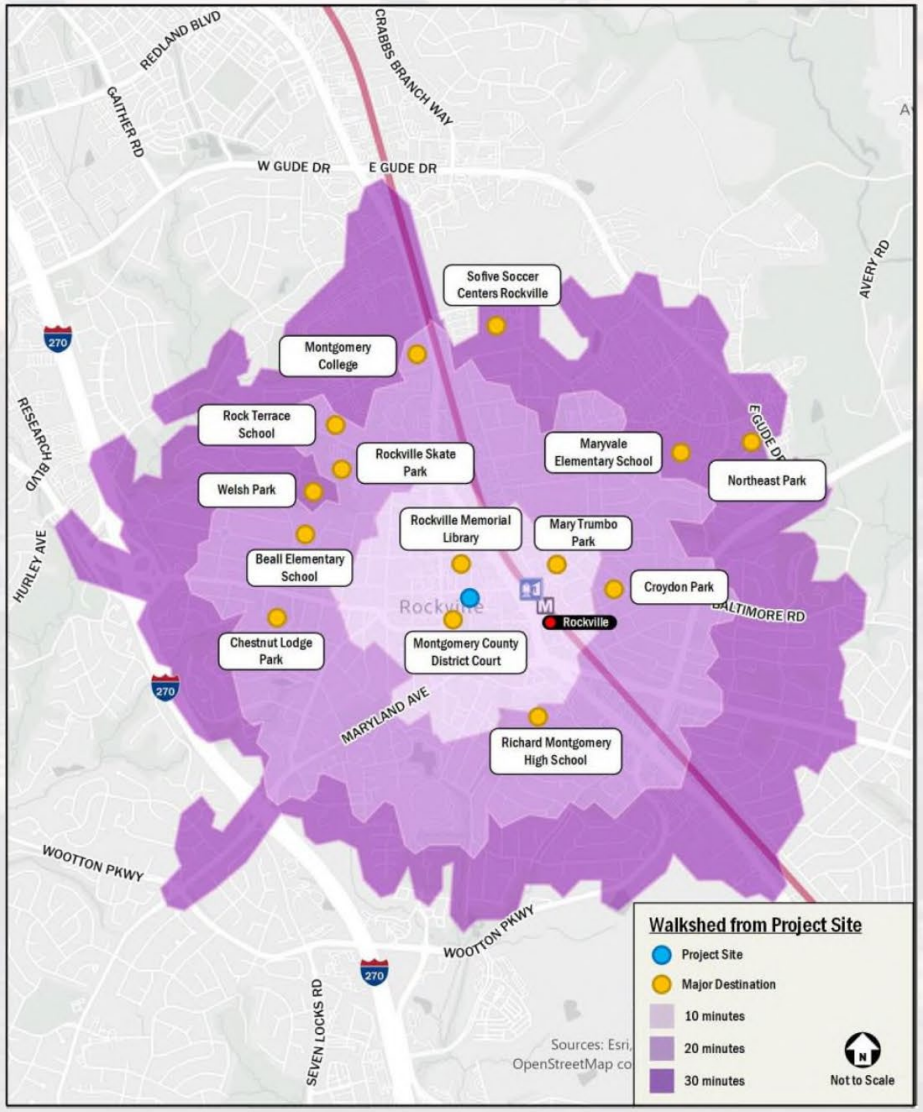
Robust Non-Auto Transportation Network

Bikeshed and Walkshed

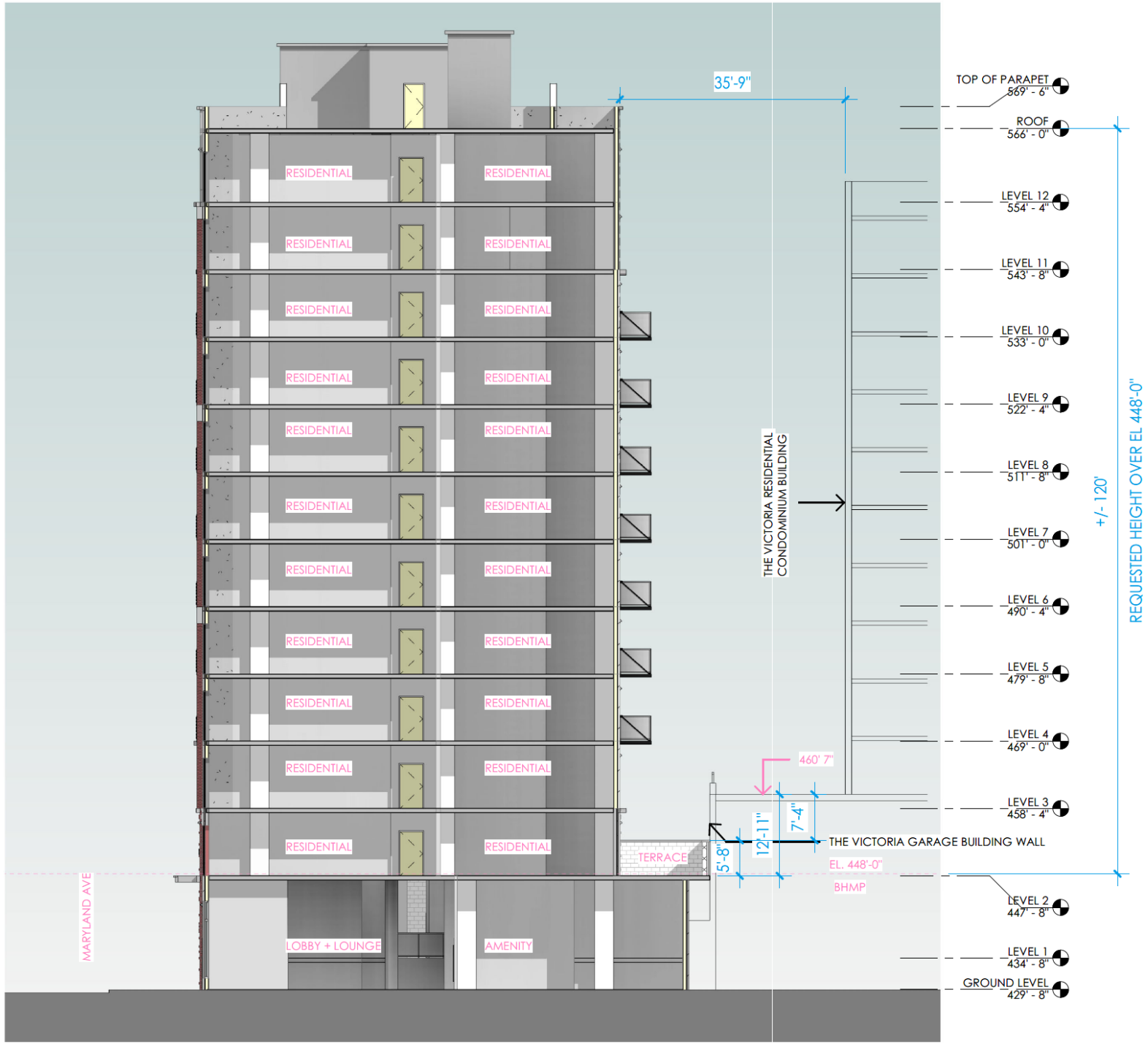




GOROVE SLADE

41 AVENUE

TRANSFORMER
T
PLANTER
FUTURE TRANSIT STOP
HYDRANT
BICYCLE RACKS
FF429.40
CONDO
COMPLEX
PRIVATE BALCONY,
TYPICAL
PROPOSED
12-STORY
MULTI-UNIT
RESIDENTIAL
BUILDING
PRIVATE TERRACE ON SECOND FLOOR
PICK UP/DROP OFF SPACES
SURFACE
PARKING
FF433.50
FF433.50
LIGHT POLE
ROOFTOP
STORMWATER
MANAGEMENT
FACILITY
LOADING AREA
ENTRY
MIXED
USE
HIGH
MULTI-STORY
COMMERCIAL
ND AVENUE



41 MD top of roof +/- 137' to sidewalk

Victoria top of roof +/-123' to sidewalk

Requested Height
120' over 448' elevation per PD-RCI

13'+/- elevation difference
MD 41 Terrace to Victoria Terrace

View of 41 Maryland West Facade From The Victoria Condo Courtyard Car Circle

View of 41 Maryland
From Middle Lane
Looking past
The Victoria Condo
Towards
Maryland Avenue
and BLVD 44

LOADING

41 Maryland Ave Recommendation

Project Plan PJT2025-0023

Height and Parking Waivers

BLVD 44 MPDU Relocation

PERSPECTIVES

PROJECT PLAN CONCEPT

A-14

DAVIS CARTER SCOTT Ltd dcs DESIGN

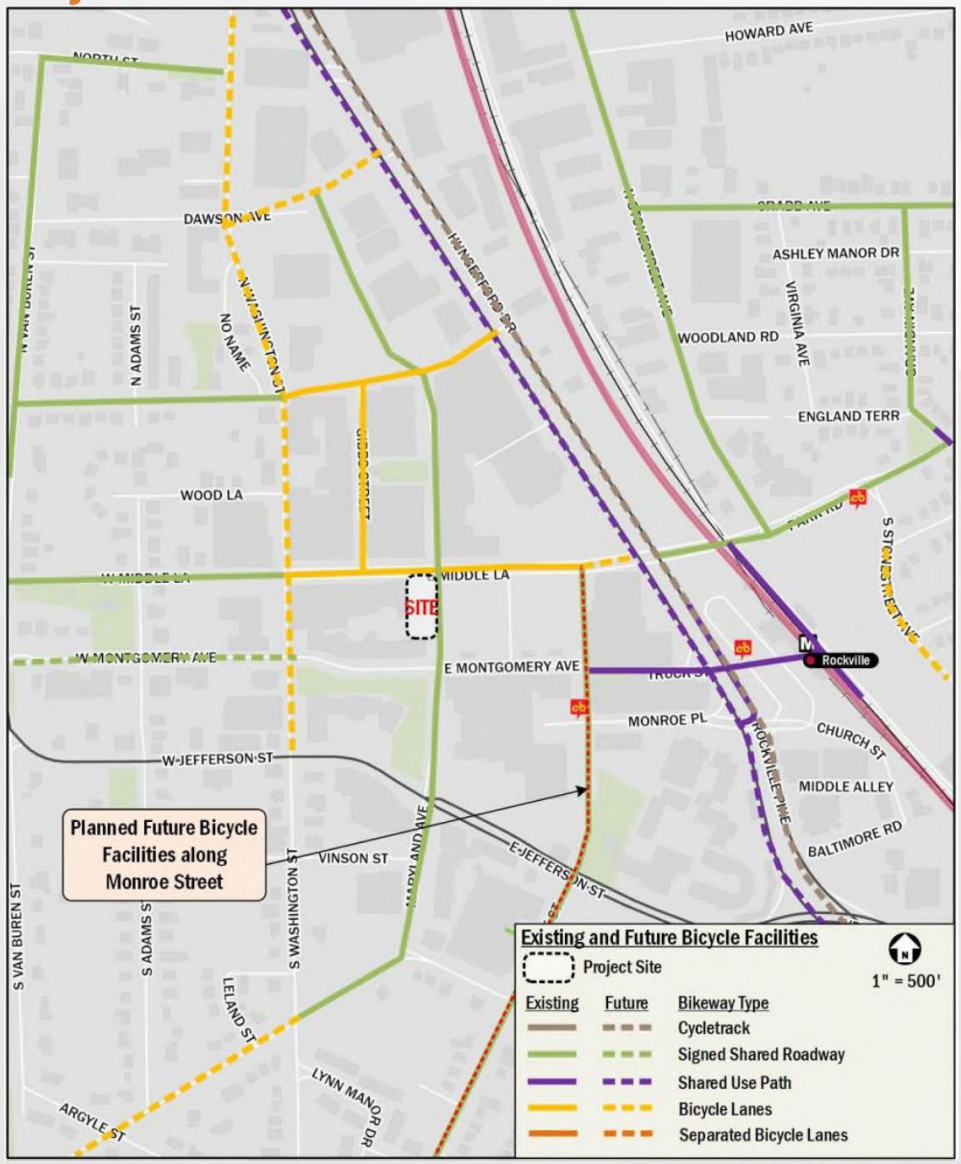
Questions

BLVD 44 MPDUs Incorporation into 41 Maryland Project

- Existing BLVD 44 - 40 MPDUs at 65% Median Income under a 30-year **MPDU Covenant expiring in 15 years**
- 15% additional – 40 + 6 = 46
- additional MPDUs incorporated into 41 Maryland Project
- Restart and Extension to **99-year MPDU Covenant**
- **85 additional years**
- **85 more MPDUs** affordable at greater range of incomes Compared to two market rate projects at 41 and 44 MD

Robust Non-Auto Transportation Network

Bicycle



Capital Bikeshare:

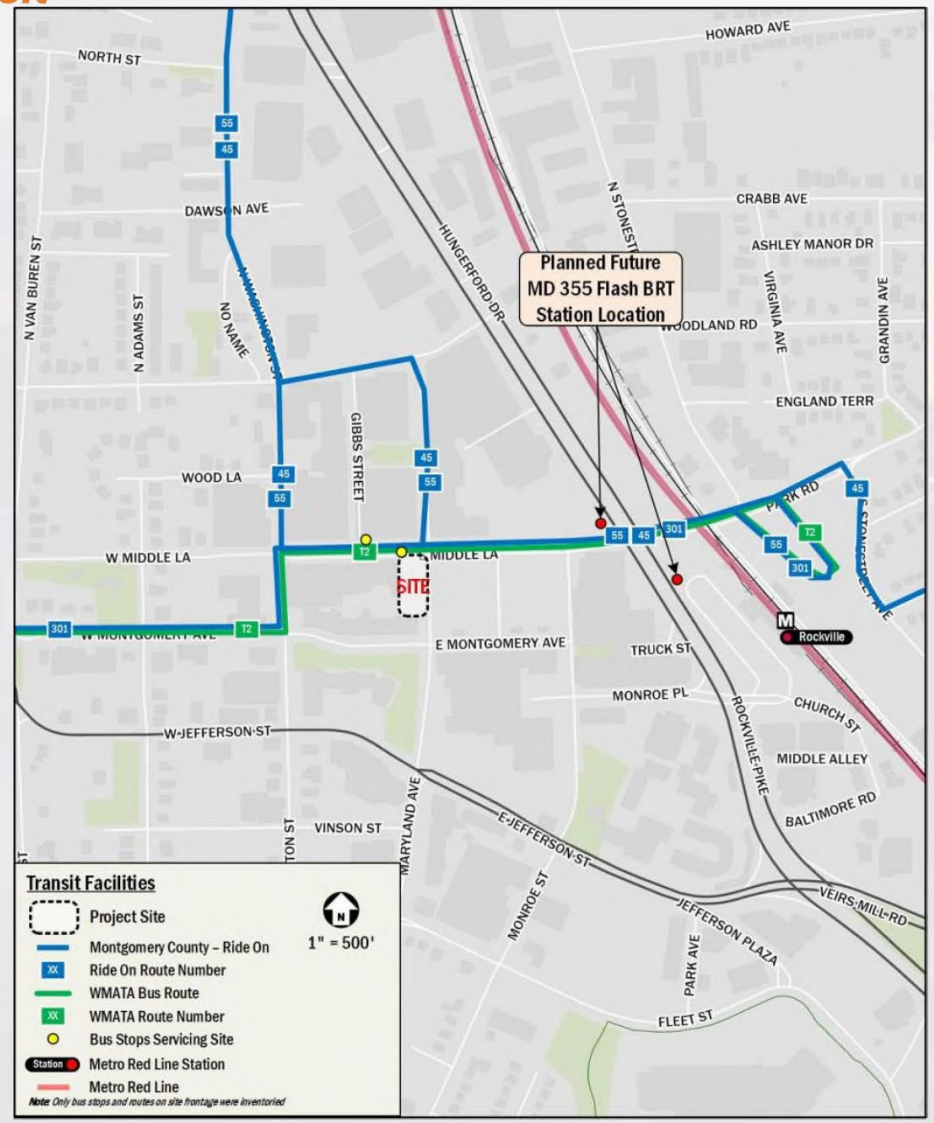
- An existing 14-dock Capital Bikeshare station is available within 5-minute walk near the Monroe Street and Monroe Place intersection
- An existing 18-dock Capital Bikeshare station is available within 10-minute walk near the Rockville Metro Station West
- An existing 12-dock Capital Bikeshare station is available within 10-minute walk near the Rockville Metro Station East

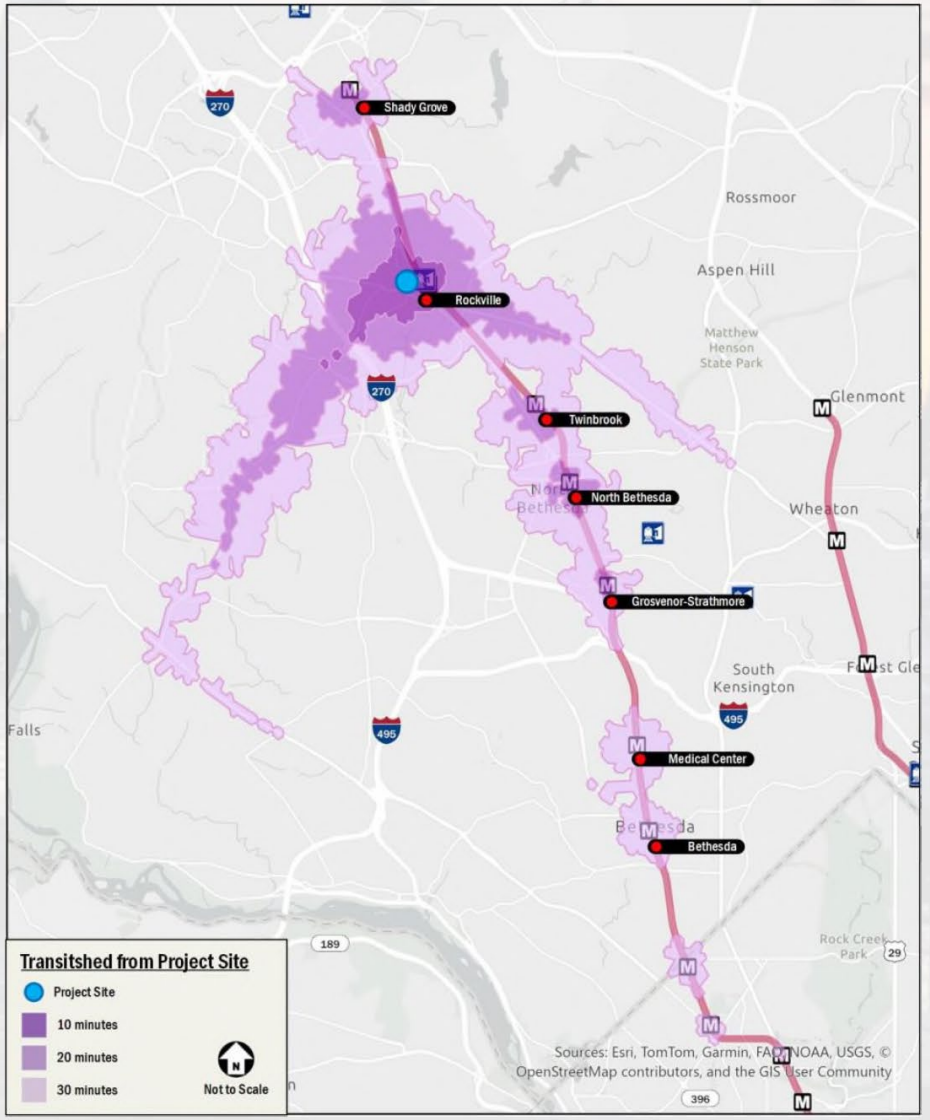
Micromobility:

- Three (3) private dockless companies operating e-bikes and electric scooters (e-scooters)

Robust Non-Auto Transportation Network

Transit





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Other

Car Sharing and Car Rental

Zipcar Location	Number of Vehicles	Walking Distance
26 Maryland Avenue	1 vehicle	0.1 miles (3 minutes)

Car Rental Company	Location	Walking Distance
Mobilis Car Rental	199 E Montgomery Avenue	0.1 miles (3 minutes)
Enterprise Rent-A-Car	702 Rockville Pike	0.6 miles (15 minutes)
Rent-A-Wreck	621 Hungerford Drive	0.6 miles (15 minutes)

SCG DEVELOPMENT

Develop, own and operate high-quality affordable housing

Focused on creating quality, affordable homes for extraordinary communities

Over 100 Projects nationwide

<u>Recent MD Projects</u>:

Momentum Shady Grove

Seneca Creek Senior Living

Silver Creek Senior Living

Foundry Square

MAYOR AND COUNCIL Meeting Date: November 17, 2025
Agenda Item Type: ADOPTION
Department: CPDS - DEVELOPMENT REVIEW
Responsible Staff: CHRISTOPHER DAVIS

Subject

Adoption of a Resolution to Approve Project Plan Application PJT2025-23, an Amendment to the Rockville Center Inc. Planned Development to permit construction of a 147-unit multifamily building for affordable housing, along with parking and building height waivers at 41 Maryland Avenue.

Department

CPDS - Development Review

Recommendation

Staff recommends that the Mayor and Council adopt the proposed Resolution, which constitutes approval of Project Plan Application PJT2025-23.

Discussion

Refer to the November 17th, 2025, Public Hearing Staff Report for Project Plan PJT2025-23 for background, project analysis, and findings.

Impact Statements

Refer to the November 17th, 2025, Public Hearing Staff Report for Project Plan PJT2025-23 for the Impact Statements.

Public Notification and Engagement

Notifications of the Project Plan application have been made consistent with City Code requirements. The Affidavit of Public Notice is included as the “Affidavit of Public Notice” attachment.

Boards and Commissions Review

Refer to the November 17th, 2025, Public Hearing Staff Report for Project Plan PJT2025-23 for a summary of the Board and Commissions’ review.

Next Steps

If the application is approved, the applicant must seek approval of a Level 2 Site Plan.

Attachments

Attachment #1 - Draft Approval Resolution PJT2025-00023, Attachment #2 - Affidavit of Public Notice

Resolution No. ____ RESOLUTION: To approve, with conditions, Project Plan Application PJT2025-00023, and associated waivers

WHEREAS, under Chapter 25 of the Rockville City Code, the Mayor and Council of Rockville ("**Mayor and Council**") is authorized to review project plan applications; and

WHEREAS, on April 3, 2025, SCG Development Holdings, LLC, Comstock 41 Maryland, LLC, Comstock 44 Maryland, LLC (the "**Applicant**") filed Project Plan Amendment Application PJT2025-00023 (the "**Project Plan Application**" or "**Application**"), pursuant to Section 25.14.07.e.2 and Section 25.07.07 of the Zoning Ordinance, proposing an Amendment to the Rockville Center Inc. Planned Development (the "**PD"**) to permit construction of a 147-unit affordable multifamily building along with parking and building height waivers (the "**Project**") at the property located at 41 Maryland Avenue (the "**Property**"); and

WHEREAS, pursuant to Sections 25.07.03 and 25.07.07 of the Zoning Ordinance, the Applicant met all notice requirements and conducted two public area meetings; a pre-application area meeting held virtually on January 21, 2025, a post-application area meeting held virtually on April 29, 2025; and

WHEREAS, pursuant to Section 25.07.07 of the Zoning Ordinance, the Planning Commission and the Mayor and Council received briefings on the Application on May 14, 2025, and May 19, 2025, respectively; and

WHEREAS, pursuant to Section 25.07.07 of the Zoning Ordinance, the Planning Commission at its meeting on October 22, 2025, reviewed the Application, and after considering the information presented and testimony provided, voted to recommend that the Mayor and Council approve the Application, subject to certain conditions; and

WHEREAS, pursuant to Sections 25.05.03, 25.07.03 and 25.07.07 of the Zoning Ordinance, a duly noticed public hearing on the Application was held by the Mayor and Council on November 17, 2025, at which the Mayor and Council heard testimony and received evidence on the Application; and

WHEREAS, at its November 17, 2025 meeting, the Mayor and Council found and determined that approval of the Application, would promote the health, safety and welfare of the citizens of Rockville, and the Mayor and Council made further findings set forth herein, based upon information presented and testimony provided as contained in the public record.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council approves Project Plan Application PJT2025-00023 to permit construction of a 147-unit affordable multifamily building on the Property along with parking and building height waivers, subject to the following conditions:

1. The proposed development must be designed and constructed in a manner consistent with the concept design, graphic conceptual representation, and all associated development tables included in the project plan set.
2. Submission of a site plan implementing Project Plan Application PJT2025-00023 shall be submitted within one (1) year of this approval, by November 17, 2026.
3. Before the issuance of any building, forestry, or public works permits, the applicant must obtain approval of a Final Forest Conservation Plan (Final FCP) and a landscape plan.
4. Before Final FCP approval, the applicant must coordinate final street tree species, locations, and proposed impacts with the City Forester.
5. Before pruning, cutting, or planting any trees within the right-of-way, the applicant must obtain approval from the City Forester, consistent with the State Roadside Tree Law, for the work within the right-of-way.
6. Applicant must construct all necessary public improvements, including but not limited to curb ramps, street trees, streetlights, street light conduit, and relocated traffic signals in accordance with all applicable City standards or the standards of the jurisdiction of the corresponding right-of-way improvement. Public improvements must be located within the right-of-way or within a Public Improvements Easement as approved by the Director of Public Works.

7. Applicant must obtain all necessary approvals and/or permits for all driveway access points and utility connections proposed on the Project Plan from the City of Rockville and all agencies with jurisdiction.

8. Applicant shall comply with the conditions of DPW's Pre-Application SWM Concept Approval Letter, dated October 13, 2025.

9. Applicant shall comply with the conditions of DPW's Water and Sewer Authorization Approval Letter, dated October 6, 2025.

10. Applicant shall construct dry utilities underground within Public Utility Easements or otherwise on private property, unless permitted to be located elsewhere by the Director of Public Works. At the Site Plan phase, the Applicant shall submit a conceptual dry utility plan to be approved by both the utility companies and the Department of Public Works.

11. At the Site Plan phase, the Applicant shall submit a phasing plan for pedestrian access, construction access, staging and parking for review and approval by the Department of Public Works.

12. In compliance with Rockville City Code Chapter 13.5, the applicant is required to provide 15% of the total units as moderately priced dwelling units (MPDUs) for a period of 99 years. The applicant proposes a total of 62 MPDUs, which would include 40 MPDUs transferred from 44 Maryland Avenue (BLVD Forty-Four). When transferring the MPDUs to 41 Maryland Avenue, those MPDUs' control period shall restart for a period of 99 years.

13. At the time of site plan submittal, the Applicant shall identify the location of MPDU units, which must be distributed in all sections and levels of the building, so as not to concentrate all MPDUs in one section or sections of the building.

14. The non-transferred MPDUs shall be Income-tiered to three income bands: 50%, 60%, and 80% of the area median income. The number of MPDUs at each income band is subject to negotiation with the Department of Housing and Community Development. The rent for the MPDUs will be fixed at a rate set by the city and updated on an annual basis.

15. Prior to the issuance of any residential building permit application and with the submission of the first building permit, the applicant must include an MPDU agreement approved by the Mayor and Council and by the City Attorney, pursuant to City Code Chapter 13.5. This does not apply to master file submissions. If the applicant pursues a development option that utilizes low income housing tax credits, the applicant must ensure, in a manner acceptable to the Department of Housing and Community Development and the Office of the City Attorney, that upon the expiration of the LIHTC compliance period, all units intended to satisfy the city's MPDU requirements are subject to covenants or other long-term protective measures ensuring that such units will meet the city's affordability control period and all other requirements of City Code Chapter 13.5.

16. Prior to the issuance of a building permit, the Applicant shall submit to the Department of Housing and Community Development an MPDU tenant relocation plan for review. The plan shall provide an outline for 44 Maryland Avenue (BLVD 44) MPDU residents of noticing of relocation, priority application for qualifying for MPDU units at 41 Maryland Avenue for their then current household, and details for current BLVD 44 MPDU residents to continue to pay for parking in the general parking area of BLVD 44 at the MPDU rates so long as they are residents at 41 Maryland Avenue.

BE IT FURTHER RESOLVED THAT, for the purposes of this Resolution, the approved Project Plan means this Resolution and the exhibits to this Resolution listed below and attached hereto, including notations, references, descriptions, and writings on the Exhibits, except as modified by the above conditions of approval:

1. Exhibit A: Project Plan dated September 24, 2025, and stamp received October 9, 2025;
2. Exhibit B: Project Plan Supplemental Documents;
3. Exhibit C: Natural Resource Inventory/Forest Stand Delineation;
4. Exhibit D: Stormwater Management Concept Letter; and
5. Exhibit E: Water and Sewer Authorization Letter; and

BE IT FURTHER RESOLVED THAT, having considered the recommendations and findings of its Staff as presented at the public hearing on this Application and set forth in the Staff

Reports on the Application presented to the Mayor and Council at its November 17, 2025 meeting, which the Mayor and Council hereby adopt and incorporate by reference, except as modified herein, and upon consideration of the entire administrative record, the Mayor and Council, pursuant to Section 25.07.01.b.2 of the Zoning Ordinance, finds and determines, with the above conditions of approval, that:

1. **The Application will not adversely affect the health and safety of persons residing or working in the neighborhood of the proposed project.**

   The Applicant's proposal will replace an underutilized surface parking lot with a residential development just as was contemplated with the site's 1994 PDP approval. The Property will establish multi-family residential units within a structure that will span several stories and provide exterior facades near the street to produce an urban residential building that will abut existing wide sidewalks with street tree plantings. The surrounding properties to the west, north and east are all improved with multi-family residential uses. The project will thus provide a building form and site use consistent with those established in Town Center.

   Through the adoption of the Comprehensive Plan and most recent TCMP, the city has established policies to encourage additional residential units, and specifically affordable housing units, in Town Center and on the Property. The addition of residential uses to an urban mixed-use area will not adversely affect the health or safety of residents working in the neighborhood but instead will be congruent with uses and building forms already established in the area and will align with the vision and policy adopted by the city. Beyond the waivers requested for parking and height, the Project will comply with the requirements of the Zoning Ordinance and other regulations to ensure health and safety, and such compliance will further be reviewed at the time of site plan application.

2. **The Application is not in conflict with the Plan.**

   This Project Plan is not in conflict, but instead, is consistent with the City's 2040 Comprehensive Plan. The Property is a designated Focus Area in the Town Center Master Plan (TCMP, page 36), which was adopted as an amendment into the Comprehensive Plan. This Focus Area section encourages at least 100 residential units to be developed on this property. This proposal exceeds that recommended minimum. In addition, increasing the

number of homes, both within Town Center specifically and the City as a whole, is a general recommendation found throughout the Housing chapters of both the TCMP and the Comprehensive Plan.

The associated request for a parking reduction for this project, to a minimum of zero parking spaces, is also consistent with the TCMP. The Focus Area section for this property (page 36) states that "any on-site parking requirements should be waived due to the site's limited size, prime Town Center location, nearby structured parking options, and transit access."

The Comprehensive Plan calls for the development of additional affordable housing throughout Rockville. This project is proposing the development of 147 new affordable housing units. There are several other compatibilities within the proposed project and the Housing chapter of the Comprehensive Plan, including:

- Housing Action 2.3: "Work with neighborhoods to promote small-scale infill and redevelopment projects that will diversify the housing stock and lower per unit land costs for new housing, including townhouses, rowhouses, duplexes, triplexes, fourplexes, and small multiple-unit properties." Page 199
- Housing Action 3.1: "Allow new housing in locations where amenities and infrastructure already exist, and that are compatible with the existing neighborhood." Page 200
- Housing Action 10.5: "In areas near transit, consider reducing parking requirements to build parking spaces for MPDU units in exchange for more affordable units; while requiring that occupants of MPDUs have equal access to parking spaces built in the overall project." Page 209

The recently adopted TCMP is a replacement to the Planning Area 1 chapter of the Rockville 2040 Comprehensive Plan. The adopted TCMP includes goals, policies and actions that are relevant to this development proposal:

- Focus Areas: 41 Maryland Avenue: "Encourage residential development of at least 100 units. If the existing, approved planned development for the parcel is modified, encourage the development of even more residential units on site. Ground floor

retail should not be required. Any on-site parking requirements should be waived due to the site's limited size, prime Town Center location, nearby structured parking options, and transit access." Page 36.

- Housing Goal 8: "Increase the number of affordable homes with Town Center." Page 64
- Housing Action 8.1.5: "Actively work with public, private, and philanthropic institutions to assist in the development of affordable housing in Town Center." Page 64

3. <u>The Application will not overburden existing and programmed public facilities as set forth in Article 20 of the Zoning Ordinance and as provided in the adopted adequate public facilities standards.</u>

The Project will not overburden existing and programmed public facilities as set forth in Article 20 of the Zoning Ordinance and as provided in the adopted adequate public facilities standards.

<u>Schools</u>

The property is served by the Richard Montgomery Cluster Area (Beall Elementary School, Julius West Middle School and Richard Montgomery High School) and is located within an Infill School Impact Area. It should be noted that the PDP originally approved 117 dwelling units on this property and such units are approved for adequate public facilities through November 1, 2030, pursuant to Section 25.20.04.a.2. of the Zoning Ordinance. Thus, the proposed development is being evaluated based on the net new 30 units being created beyond the original 117 units originally approved. Using the corresponding Montgomery County FY2025-2030 Student Generation Rates, the proposed net new units will generate the following number of students:

- 1 student at the elementary school grade level;
- 0 students at the middle school grade level; and,
- 1 student at the high school grade level

The current school test standards of the APFS utilize a seat deficit and capacity percentage calculation to determine adequacy. The maximum permitted capacity level is 120% and no more than a 110-seat capacity deficit in elementary schools and 180-seat capacity deficit in middle schools. The proposed development meets these standards at all three grade levels as shown in the table below.

School Test: Seat Deficit ≥ 110 Seats (Elem.) or ≥ 180 (Middle) and Percent Utilization >120% (Elem., Middle, and HS) = Moratorium						
School Type (Richard Montgomery Cluster)	Projected 2029-30 Enrollment	Students Generated by Proposed Development	100% MCPS Program Capacity 2029-30	Enrollment Including Proposed Development	School Percent Utilization in 2029-2030	School Percent Utilization in 2029-30 with Proposed Development
Beall ES	440	1	663	441	66.4%	66.5%
Julius West MS	1,404	0	1,432	1,404	98.0%	98.0%
Richard Montgomery HS	2,604	1	2,236	2,605	116.5%	116.5%

Traffic and Transportation

The Mayor and Council has completed a comprehensive transportation review per the requirements of the Zoning Ordinance and in accordance with the City of Rockville Comprehensive Transportation Review (CTR) guidelines (2018) and concludes that the existing and proposed transportation infrastructure will continue to provide safe and efficient multimodal access to the site with the proposed redevelopment.

Site Analysis

The subject site is located approximately 0.2 miles or a 5-minute walk from the Rockville Metro Station, and as defined by Appendix C of the City of Rockville's CTR guidelines, the subject site is within the designated Rockville Metrorail Transit Oriented Area.

Trip Generation

As recommended by the CTR, the Trip generation for the proposed redevelopment was based on the methodology outlined in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition and the potential development of up to 147 affordable residential units. Trip generation rates for "Affordable Housing" (Land Use Code 223) with Income Limits as the subcategory was used in calculations for the proposed land use. The vested land use for the subject site per the approved Preliminary Development plan (PDP94- 0001) consists of 117 dwelling units and 11,260 square feet of ground floor retail. Using the Trip generation rates for the "Multifamily Housing (Mid-Rise)" (Land Use Code 221), and "Strip Retail Plaza (<40k)" (Land Use Code 822) for the approved and vested uses, the detailed trip generation comparison calculations for the vested, and proposed uses and the net total site-generated vehicle trip results are summarized in the table below.

Land Use	**AM Peak**	**PM Peak**
Proposed		
147 affordable residential apartment units	66	40
Subtotal	66	40
Vested and Approved Uses		
117 multifamily residential units	40	46
11,260 SF of retail uses	31	85
Subtotal	71	131
Net Fewer Trips Generated	**-5**	**-91**

As shown, the proposed all-affordable residential apartment building with no more than 147 units is expected to generate 5 and 91 fewer trips than the vested existing and approved development in the morning and afternoon peak hour, respectively.

Based on the above trip generation findings, and per the requirements of the CTR, an on-site Transportation Report focusing on the adequacy of site access vehicle access points, on-site circulation, transit, pedestrian, bicycle accessibility and accommodations was submitted and reviewed by the Mayor and Council.

Access and Circulation

The property has frontage along East Middle Lane and Maryland Avenue, and both of these roadways are considered Business District roadways by the City of Rockville. There is an existing curb cut on East Middle Lane which provided ingress and egress access to the interim surface parking lot, which will be closed as part of this project. The submitted plan instead proposes a new curb cut along Maryland Avenue to access the site's loading area. Beside the proposed loading and trash pick-up area, no on-site parking is proposed. Currently, there are eight (8) on-street parking spaces with a 2-hour limit from 7AM-10PM Monday to Saturday.

The largest vehicle that will access the site is a firetruck. The maximum truck size allowed in the loading area is a 30' truck and such loading and trash trucks are required to access the site via the proposed curb cut on Maryland Avenue with back-in and head-out maneuvers on Maryland Avenue. There will be no back-in maneuvering from northbound Maryland Avenue, and vendors/deliveries/residents using the loading area will be informed of this restriction.

The Applicant is required to oversee the use of the loading area and to ensure residential move-ins/move-outs and maintenance/repair service calls are scheduled to reduce potential conflicts or overbooking of the loading area. Only authorized vehicles will be allowed to use the loading area. The Applicant is also required to make sure all building residents will reserve the loading area for move-in/move-outs and furniture deliveries.

Visitor Parking

A parking reduction is proposed per the Flexible Parking Requirements Reduction under Section 25.16.03.h that would allow the 41 Maryland Avenue residential development to be constructed without any on-site parking.

For pick-up and drop-off activities, the city has agreed to designate a maximum of three (3) existing on-street parking spaces along the Maryland Avenue frontage as pick-up/drop-off spaces with a 10-minute limit on parking/standing. To optimize pick-up/drop-off operations and ensure occupancy of the right of way is minimized, the applicant must make sure a luggage cart, dolly, and flatbed cart will be available in the lobby at all times.

Pedestrian and Bicycle Access

Along all surrounding roadways and direct routes to the Rockville Metrorail Station buffered sidewalks are present and generally in good condition. As shown on the submitted plan, the Project will rebuild the sidewalk along the site frontage on East Middle Lane with a 7' sidewalk and 6' buffer, and along Maryland Avenue the new sidewalk would be 8' wide with a 7' planting strip buffer. Also, a new curb extension will be constructed along the southwest corner of the East Middle Lane and Maryland Avenue intersection.

Consistent with the City of Rockville's Bikeway Master Plan, buffered bike lanes are available along the site frontage on East Middle Lane. A signed shared roadway exists along the site frontage along Maryland Avenue. These facilities help to connect the site to other nearby network of bike lanes and signed shared roadways.

The Project also satisfies zoning requirements for bicycle parking. Six (6) short-term bicycle parking spaces are proposed in addition to the provision of a ground-floor bike room with approximately 49 long-term bike storage spaces.

Transit Access

The Rockville Metrorail/Marc and Amtrak Station is the nearest transit station, located approximately 0.2 miles east of the site along Rockville Pike. The Rockville Metrorail station is on the WMATA Red Line which runs from the Shady Grove station to Glenmont in Silver Spring and connects with the other five (5) Metrorail lines, allowing access to much of the Washington, D.C. area via transit. The Rockville MARC train station is served by the Brunswick MARC Line, traveling between Martinsburg, West Virginia and Union Station in Washington D.C.

There are two (2) bus stops immediately adjacent to the site; one on the eastbound East Middle Lane frontage and another station on westbound East Middle Lane closer to the Gibbs Street intersection. These bus stops serve one (1) WMATA bus routes (T2) and three (3) Montgomery County Ride On Bus routes (45, 55, 301).

As part of the project, the bus stop along the East Middle Lane frontage will be improved with a concrete bus pad.

Water and Sewer

In a letter dated October 6, 2025, the proposed development received Water and Sewer Authorization approval from the Department of Public Works (DPW) for connection to the City's water and sanitary sewer systems. The applicant will construct a new water main extension and water and sewer service connections to serve the development. The Water and Sewer Authorization Letter lists specific conditions of approval.

4. **The Application will not constitute a violation of any provision of this Code or other applicable law.**

The Mayor and Council has reviewed the proposed development for compliance with the Zoning Ordinance and finds that the development proposal is consistent with the Ordinance requirements, aside from the regulations relevant to the requested waivers. For the instances where waivers are sought, the Mayor and Council concurs that the waiver criteria are met and the waivers should be granted.

All other development standards including open area requirements are met at this Project Plan stage of the development project. The Zoning Ordinance requires a minimum of 15% open area and the Applicant has reserved enough land area to comply with this requirement. Since the Applicant is proposing a development entirely of affordable housing units for households with incomes at or below the area median income limits, the project is exempt from the public use space requirement, pursuant to Section 25.17.01.e of the Zoning Ordinance. The proposed residential use is consistent with the uses identified in the land use table in the Zoning Ordinance for the equivalent MXTD Zone and is also consistent with the Comprehensive Plan and TCMP. Given that the project will be entirely affordable housing, the project is also exempt from compliance with the Publicly Accessible Art in Private Development Ordinance per exemption 2 of Sec. 4-44(d). of the city code.

The requirements under Sections 25.13.06 (Additional design guidelines) and 25.13.07.a (Special design regulations for individual mixed-use zones – MXTD) will ensure that thoughtful and sensitive design is utilized in the project. Compliance with these sections will be confirmed during site plan review.

Newly constructed sidewalks and pedestrian elements within the right-of-way shall comply with the criteria for pedestrian access routes of the US Access Board's Public

Right-of-Way Accessibility Guidelines (PROWAG). Where the running slope of a sidewalk exceeds 1:20 (5.0%), such sidewalk or portion thereof shall comply with the requirements for ramps found in section R304 of PROWAG, unless otherwise excepted by the technical requirements. Conformance with other requirements, including but not limited to other zoning requirements, city codes and the building code, and DPW standards and specifications, will be confirmed through the site plan, permit review, or other applicable process.

Waiver of Development Standards

The original 1994 PDP approval established height and massing requirements for buildings within this planned development. The Property was designated with a maximum height of 100 feet above the 448- foot elevation. This elevation corresponds to the elevated Promenade Park and pedestrian overpass connecting to Rockville Metro Station which were key components for open space and pedestrian access within the development at the time of the original approval. This elevation also serves as the reference point for height and massing for the overall planned development. The Applicant has proposed to exceed the height requirements for the Property to allow for flexibility in final engineering of the building.

While the PDP prescribed such height limits to the Property, the designated MXTD equivalent zoning establishes the height requirements applicable to this project. Pursuant Section 25.14.07.d.3(a)(iii), the development standards of the equivalent zone for a planned development zone apply to redevelopment of any portion of a planned development with new development that is not in substantial compliance with the planned development governing documents. The proposed change in building uses and intensities trigger the development standards of the MXTD zone, including height, to apply to this project. The Applicant requests a waiver of the maximum building height standards of the site's equivalent MXTD zone to permit a maximum building height of 137.25 feet in lieu of the required 120 feet, representing a reference height of 120 feet above the 448-foot elevation.

Pursuant to Section 25.14.07.d.4., the approving authority may waive the application of one (1) or more of the development standards of the equivalent zone upon finding that the applicant has shown good cause as to why the development standard should

not apply to any portion of the planned development project. In determining whether the burden of establishing good cause has been met, the Approving Authority must consider four (4) criteria outlined below and followed by analysis related to the subject request.

(a) Whether the development standard of the equivalent zone is compatible with the completed portions of the planned development;

The 120-foot maximum height standard of the MXTD zone (approximately 104 feet above the 448-foot elevation) is compatible with portions of the planned development. The building heights of the Property and adjacent sites within the PD are listed below:

Building Heights in the Rockville Center Inc. PD		
Building Site	Building Height (relative to 448' elevation)	Building Height (per Zoning and Building Measuring Point)
Subject Property (41 Maryland Ave.)	100' (approved) **120' (proposed)**	120' (required) **137.25' (proposed)**
BLVD 44 (44 Maryland Ave.)	212' (max. approved)	144' (per USE2006-00699)
BLVD Ansel (198 E. Montgomery Ave.)	235' (max. approved)	173' (per USE2006-00699)
255 Rockville Pike	217' (max. approved)	~70' (per USE1984-00300)

As shown in the table above, the proposed building height measured by the Zoning Ordinance at 137.25 feet is within the existing ranges of neighboring building heights ranging from 70 feet to 173 feet, and thus is compatible with the PD.

(b) Whether applying the development standard of the equivalent zone is consistent with good planning and design principles.

The Town Center Master Plan (TCMP) adopted by Mayor and Council on January 27, 2025 established three new character areas for Town Center and recommends that revised zoning should increase building heights to meet the city's housing goals and attract new residents to Town Center. The Core Character area, covering the Property, recommends heights up to 200 feet, beyond the current MXTD zone maximum height of 120 feet. The city is currently expecting to implement these zoning standards through the Zoning Ordinance Rewrite (ZOR). Thus, the development standard of the equivalent zone is not consistent with the city's planning goals for the Town Center area, and updates to such height

standards are anticipated with the adoption of the ZOR. The request is consistent with good planning and design principles.

(c) Whether applying the development standard of the equivalent zone is reasonable and practically feasible. The cost of applying the standard may, but does not necessarily, demonstrate that applying the development standards of the equivalent zone is reasonable or practically feasible; and

Given the planning goals expressed in the Comprehensive Plan to increase housing in Town Center, and the recommendations of the TCMP of increasing building heights to facilitate such housing production, it is not reasonable to apply the 120-foot maximum building height to the subject development as it would reduce the number of units that could be produced on the Property, contrary to the TCMP recommendations. Furthermore, given the specific size constraints of the Property previously mentioned, it is not practically feasible to recommend additional housing and building heights for the Property and then limit such Property by applying an inconsistent development standard.

(d) Such other factor as the Approving Authority reasonably deems appropriate.

The Applicant has indicated that the additional height is requested purposely to provide flexibility in final selection of construction materials (concrete versus steel construction) which have different floor-to-floor requirements. These material details are anticipated to be finalized later in the development process at the time of permitting when comparable construction costs can be better determined.

The Mayor and Council finds that the additional height requested by the applicant meets the criteria for approval of waiving the designated equivalent MXTD zone height standard as requested by the Applicant and is reasonable to facilitate final design of the project.

Flexible Parking Standards

As part of this Project Plan application, the Applicant requests a parking reduction pursuant to Section 25.16.03.h of the Zoning Ordinance to reduce the required number of parking spaces to zero (0) on-site spaces in the equivalent MXTD Zone. The Mayor and

Council, as the approving authority for Project Plan application, may authorize such a reduction if the request meets certain criteria specified in the Zoning Ordinance. It should be noted that the Mayor and Council adopted Zoning Text Amendment (ZTA) TXT2025-00269 on March 24, 2025, to implement the recommendations of the Town Center Master Plan through the establishment of three (3) Town Center interim comprehensive plan floating zones. The ZTA exempts properties in Town Center from minimum parking requirements through rezoning to a specific Town Center interim comprehensive plan zone. However, the Applicant is not requesting a rezoning of the Property with this Project Plan application, and thus the parking reduction is necessary to modify the parking requirement for this project.

For the proposed 147-unit multifamily building, the Applicant anticipates several different unit types to be provided, including studios (22 units), 1-bedrooms (81 units), 2-bedrooms (22 units) and 3-bedrooms (22 units), with the final unit mix to be determined later at the time of final engineering. Per Section 25.16.03 of the Zoning Ordinance, such unit mix would require a minimum count of 169 parking spaces. The Applicant proposes not to provide any on-site parking spaces nor any dedicated off-site parking spaces for the project and has provided justification for the parking reduction with this Project Plan application. Analysis of the request and recommendation are provided below.

Section 25.16.03.h.1

The Mayor and Council, in the approval of a project plan, or the Planning Commission, in the approval of a site plan within the MXTD, MXCD, MXE, MXNC and PD zones, have the authority to reduce the required number of parking spaces for uses in the building or buildings to be constructed provided that:

(a) A major point of pedestrian access to such building or buildings is within seven-tenths of a mile (3,696 feet) walking distance of a transit station entrance shown on the Washington Metropolitan Area Transit Authority (WMATA) Adopted Regional Rail Transit System; or

The site meets this criterion. The Property is within 1,500 feet walking distance of the Rockville WMATA Metro station and can be accessed via existing sidewalks on East

Middle Lane to MD 355 or East Montgomery Avenue to the MD 355 pedestrian overpass.

(b) There are three (3) or more bus routes in the immediate vicinity of the building or buildings; or

The site meets this criterion. The Property is served by four (4) bus routes in the immediate vicinity of the building including Ride-On bus routes 45, 55, 301 and Metrobus route M82.

(c) There is a major public parking facility available to the public within one thousand (1,000) feet of a building entrance; or

The site meets this criterion. There are several public parking facilities in the vicinity of the site including the Rockville Town Square Garages A, B and C located north of the Property and all within 800 feet of the site. Several other garages located within mixed-use buildings just to the east of the Property including those located at 44 Maryland Avenue (BLVD 44), 33 Monroe Street (BLVD Ansel), 255 Rockville Pike and 51 Monroe Street.

(d) Where the size of the lot is so small that meeting the parking requirement would prevent redevelopment; or

The site meets this criterion. The Property is approximately 0.42 acres and is relatively narrow in width at approximately 82 feet wide. The properties surrounding the site are characterized by widths of at least 150 feet. The Applicant has indicated that the narrowness of the property renders the property infeasible for meeting the site's parking requirement due to the dimensions needed to provide parking in accordance with the Zoning Ordinance and conflicts with meeting building and structural requirements. For example, the Applicant explored implementing an internal parking garage at the ground floor level and found that structural support columns would need to be located in areas that would conflict with drive aisle and parking spaces, thus making such garage area deficient to meet the parking requirements.

(e) Where there is a bikeway in close proximity to the site and the applicant demonstrate that the uses in the proposed development are conducive to bicycle use; or

This criterion is met. Existing separated bike lanes run along the Property's frontage along East Middle Lane. The abutting Maryland Avenue to the site's east is a signed shared roadway for the to accommodate both automobiles and bicycles. The location of the site within Rockville's urban center and its grid of blocks and streets makes the proposed residential development conducive to convenient bicycle usage to access neighboring businesses and destinations efficiently and safely through existing facilities. The existing facilities serving the site will help connect residents to MD355 to the east, Town Square and Montgomery College to the north, the Rockville Swim Center and local parks to the west and south, among other prominent areas in the city.

(f) For any other good cause shown.

The Applicant proposes a 100% affordable multi-family residential project that will bring additional affordable housing to Rockville as recommended by the Comprehensive Plan. The Town Center Master Plan (TCMP) further identifies the Property as a Focus Area property and specifically notes that, "any on-site parking requirements should be waived due the site's limited size, prime Town Center location, nearby structure parking options, and transit access." Such recommendation demonstrates the priority for housing in this location and the anticipation of reduced parking provisions for affordable housing at this location. While the project will be marketed without the need for parking, the Applicant has also provided a parking study demonstrating that there are several parking facilities in the vicinity of the site that offer parking opportunities for future residents who may choose to own a vehicle. The Applicant has indicated site constraints to this Property which make providing on-site parking infeasible, and reductions of the parking requirements will further facilitate production of a 100% affordable housing product on a unique parcel within Town Center, and in a location with access to several alternative methods of transportation.

The Mayor and Council finds that the request meets all six (6) of the established criteria in considering a reduction in parking standards in the equivalent MXTD zone, and that the proposed reduction of parking is consistent with recommendations of the TCMP. The Mayor and Council hereby approves the requested parking reduction.

5. **The Application will not adversely affect the natural resources or environment of the City or surrounding areas.**

Stormwater Management

Stormwater Management (SWM) for this project will be provided in compliance with the Pre-Application SWM Concept Approval Letter dated October 13, 2025. The Pre-Application SWM Concept Approval Letter lists project specific conditions of approval. The Project intends to meet the redevelopment requirements of on-site stormwater management for both Environmental Site Design (ESD) and Channel Protection Volume (CpV) through a stormwater management facility. The proposed ESD facility is a micro-bioretention planter box located on the south side of the site. A monetary contribution is being provided by the applicant in lieu of providing on-site quantity management.

Forestry

This project must meet all requirements of Chapter 10.5 of the City's Forest and Tree Preservation Ordinance in addition to any additional City or State requirements.

The City approved a Natural Resource Inventory/Forest Stand Delineation (NRI/FSD) on April 4, 2025 (2025-24-NRI). The subject property is currently improved with a surface parking lot. The NRI/FSD did not delineate any onsite forest. Staff notes the property is subject to approved Forest Conservation Plans (FTP94-2 and FTP2006-00019).

The applicant received a Preliminary Forest Conservation Plan approval on 10/10/2025, with associated conditions that must be met at the time of Final Forest Conservation Plan.

Forest Conservation

The approved PFCP identifies that the project will result in removal of 6,600 square feet of forest conservation credit. The applicant proposes to provide fee-in-lieu of planting to mitigate the loss of the forest conservation credit. The applicant has provided justification for the use of fee-in-lieu in accordance with Section 10.5-24.

Significant Trees

There aren't any significantly sized (12" diameter or greater) trees onsite. The approved PFCP shows the removal of one tree on the subject property that was credited for replacement under a previous Forest Conservation Plan. The PFCP also shows the removal of 5 off-site trees that were also credited under a previous Forest Conservation Plan. These six removals will be mitigated through a fee-in-lieu of planting payment, by the applicant.

Street Trees and Lot Trees

The applicant is proposing to remove eight street trees on Maryland Avenue. The applicant is proposing to replace all eight street trees on Maryland Avenue with the proposed development.

Historic Resources

The property is not within a historic district and has no potential historic resources on site.

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I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the Mayor and Council at its meeting of November 17, 2025.

_____

Sara Taylor-Ferrell, City Clerk/Director of Council Operations

AFFIDAVIT OF MAILED AND ELECTRONIC NOTICE
41-44 Maryland Avenue PROJECT PLAN Application PJT2025-00023
PLANNING COMMISSION AND MAYOR & COUNCIL Public Hearings

To: City of Rockville Department of Community Planning and Development Services

I hereby certify and affirm that, pursuant to the City of Rockville Zoning Ordinance No. 19-08, I did give notice by mail on October 1-3, 2025 of the subject Project Plan Application Planning Commission Public Hearing on October 22, 2025, and the Mayor & Council Public Hearing on November 17, 2025 to the owners and residents of property within 1500 feet that may be affected by the application as reflected on the attached mailing list. The names and mailing addresses of the property owners were obtained from the most current tax assessment records and where the property owner differed from the property address, notice was sent to the property address addressed to Neighbor. Applicant mailed notices to the residents of the Fenestra, Venetian, and Lunette family of apartments and the Met residents at the apartment numbers provided by their respective property management. Applicant hand-delivered hard copies of the notice to its residents at BLVD 44 and BLVD Ansel, and also delivered or mailed hard copies for residents at Residences on the Lane, Victory Housing, and Beall's Grant to their property management. Mailed notices were also sent to Civic associations with mailing addresses registered with the City within 1500 feet of the Property.

I hereby certify and affirm that, pursuant to the City of Rockville Zoning Ordinance No. 19-08, I did give electronic notice by e-mail on October 3, 2025 of the subject Project Plan Application Public Hearings to the Mayor and Council, Planning Commission, CPDS, and the civic, citizen, and homeowner organization registered with the City and property managers for their tenants in multi-family properties within the City as reflected on the attached electronic e-mail list provided by the City.

I further affirm that the said notice contains the address and/or other readily identifiable description of the property location of the proposed development and the date, time, place, and link or the location to find such information for the meetings to be held on the proposed development.

Application #PJT2025-00023 SCG Development Holdings, LLC, Comstock 41 Maryland, LLC, and Comstock 44 Maryland LLC, collectively "Applicant"

By: Nancy Regelin
Nancy Regelin, Esquire, Counsel to Applicant

Subscribed and sworn to before me, a Notary Public in and for the State of Maryland, County of Montgomery, on this 3rd day of October, 2025

Michele L. Moore

Notary Public My Commission Expires: 7/20/2027 seal

MICHELE L MOORE
Notary Public - State of Maryland
Carroll County
My Commission Expires Jul 20, 2027

Notice Planning Commission Hearing 41 Maryland – Momentum Project
Notice Mayor & Council Hearing and Public Meeting
Project Plan PJT2025-0023

Dear Neighbor: October 6, 2025

SCG Development Holdings, LLC ("Applicant") with Comstock 44 Maryland, LLC has filed a Project Plan Application to amend existing PDP approvals for the proposed "Momentum at Rockville Station" a 12-story, 147 unit affordable residential development at 41 Maryland Avenue including requests for a 20 foot height increase which is within the allowable height limit for the zone, waiver of required parking as allowed by code, as well as modifications to the MPDU Declaration of Covenants encumbering 44 Maryland Avenue as a key element of the affordable housing capital stack for 41 Maryland Avenue. SCG develops, owns and operates high-quality affordable housing communities throughout the United States, including the nearby Momentum at Shady Grove Station. Comstock is the property owner of 41 and 44 Maryland Avenue collaborating with SCG to bring an affordable housing project to Rockville Town Center.

As part of the process for Project Plan review of the Project, a public hearing before the Planning Commission for a recommendation and a public hearing before the Mayor and Council for approval are scheduled. This serves as notice of upcoming dates. A location map, project description with timeline, and plan are enclosed. The notice of an opportunity to provide comments to the approving bodies. These are the last steps in a multi-step public process to approve the Project Plan.

NOTICE OF PLANNING COMMISSION PUBLIC HEARING/PUBLIC MEETING

DATE: Wednesday October 22, 2025 **TIME:** 7:00 PM Meeting Start
Watch LIVE on Comcast Cable Rockville Channel 11 and online at https://www.rockvillemd.gov
ATTEND IN-PERSON: City Hall, Council Chamber, 111 Maryland Avenue
VIRTUAL ATTENDANCE: Please visit the City website agenda center for details.
https://www.rockvillemd.gov/112/Planning-Commission and
https://www.rockvillemd.gov/DocumentCenter/View/39008/Public-Hearing-Procedures_PC_FINAL-002

NOTICE OF MAYOR AND COUNCIL PUBLIC HEARING/PUBLIC MEETING

DATE: Monday November 17, 2025 **TIME:** 6:30 PM Meeting Start
WATCH LIVE: Rockville 11, Comcast, Verizon cable channel 11, livestreamed at www.rockvillemd.gov/rockville11
ATTEND IN-PERSON: City Hall, Council Chamber, 111 Maryland Avenue
VIRTUAL ATTENDANCE: Please visit the City website agenda center for details and to confirm scheduling.
https://www.rockvillemd.gov/424/Mayor-Council

Agendas for Planning Commission and Mayor and Council are posted approximately a week before the meeting on the agenda center (https://www.rockvillemd.gov/agendacenter). Please refer to the specific meeting agenda for details on how to participate and provide testimony during the meetings.

"*A Citizen's Guide to Development Review in Rockville"* is enclosed. You may track the status on the City's website on its Development Watch page. Should you have questions or would like to submit comments please contact: Community Planning and Development, Senior Planner Christopher Davis, 240-314-8201. cdavis@rockvillemd.gov. You are welcome to reach out to Applicant's counsel, Nancy Regelin at 301-230-5224, nregelin@shulmanrogers.com

These applications are subject to a prohibition on ex parte communications. Outside of the public hearings on this application, please do not communicate with a member of the deciding body about this application, either directly or indirectly, such as copying members of the body on e-mails about the application. You are welcome to communicate directly with the City staff, who can answer questions on the application or ensure that your written comments on the application are considered by the deciding body as part of the public hearing on the application. The Mayor & Council is deciding body on the Project Plan; the Planning Commission on Site Plan.

Project Description
Project Plan Amendment PJT2025-0023
41 Maryland Avenue

The Momentum at Rockville Station at 41 Maryland Avenue is intended to be developed at the corner of Maryland Avenue at Middle Lane on the site of an existing small surface parking lot. Envisioned as a 12-story apartment building, with up to 147 dwelling units, of studios through three-bedrooms, with on-site resident amenities, the Momentum is proposed to be affordable at a range of income levels under federal and local housing financing programs. The site has direct walking access the two blocks to the Rockville Metro Redline Station as well as convenient access to multiple public parking garages and on-street parking. No on-site parking is proposed and a parking waiver will be sought as recommended in the Town Center Master Plan and as permitted by the Zoning Ordinance.

The proposed site is one block of a comprehensive planned development approved in 1994 (PDP1994-0001) of 5 blocks encompassing 255 Rockville Pike, the Regal Row retail center, the BLVD 44, BLVD Ansel, and this site. The site was approved in 1994 for a minimum of 117 dwelling units, a limited area of retail, with a height of 100 feet over the 448' elevation. As a planned development, a Project Plan is considered by the Mayor and Council to amend the original entitlements to increase the number of dwelling units from 117 to 147, waive parking, eliminate ground floor retail, modify the massing to increase the allowable height by 20 feet (which is significantly lower than the 200 feet of height allowed under current zoning), as well as amend the overall mix of dwelling units at BLVD 44 related to MPDUs, among other minor amendments. A Site Plan for the final building improvements to implement the approved Project Plan will thereafter be filed to be considered by the Planning Commission.

The intended development is consistent with the adopted 2025 Town Center Master Plan, including the specific recommendations for this site, which recommend increases in density and residents in Town Center to support the existing retail district, a parking waiver for zero onsite parking, and a goal for more affordable housing choices. The Project amendments are also consistent with recent zoning ordinance amendments for Town Center that eliminated parking and ground floor retail requirements, and increased allowable height to 200 feet with an additional 100 feet for affordable housing. This proposal is an innovative collaboration between an affordable housing developer/operator and the property owner to deliver more affordable housing choices to Rockville Town Center in a key location walkable for its residents to services, the Rockville Redline Metro Station, and other public transportation to make regional jobs and opportunities accessible.

Timeline of Project Plan process:

Post-Application Community Meeting: April 29, 2025

Planning Commission Briefing: May 14, 2025

Mayor & Council Briefing: May 19, 2025

Development Review Committee: May 29, 2025

City Staff review: Spring/ Summer 2025

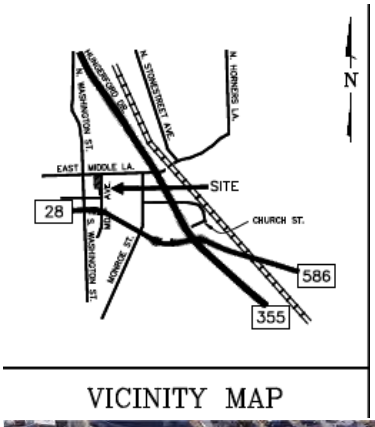
Planning Commission Public Hearing: October 22, 2025

Mayor & Council Public Hearing: November 17, 2025

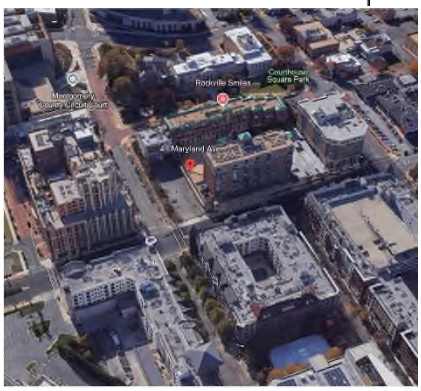
Planning Commission Consideration Site Plan : 2026 TBD

Construction: TBD 2027/28

Location Map: Intersection of Middle Lane and Maryland Avenue, Rockville Town Center



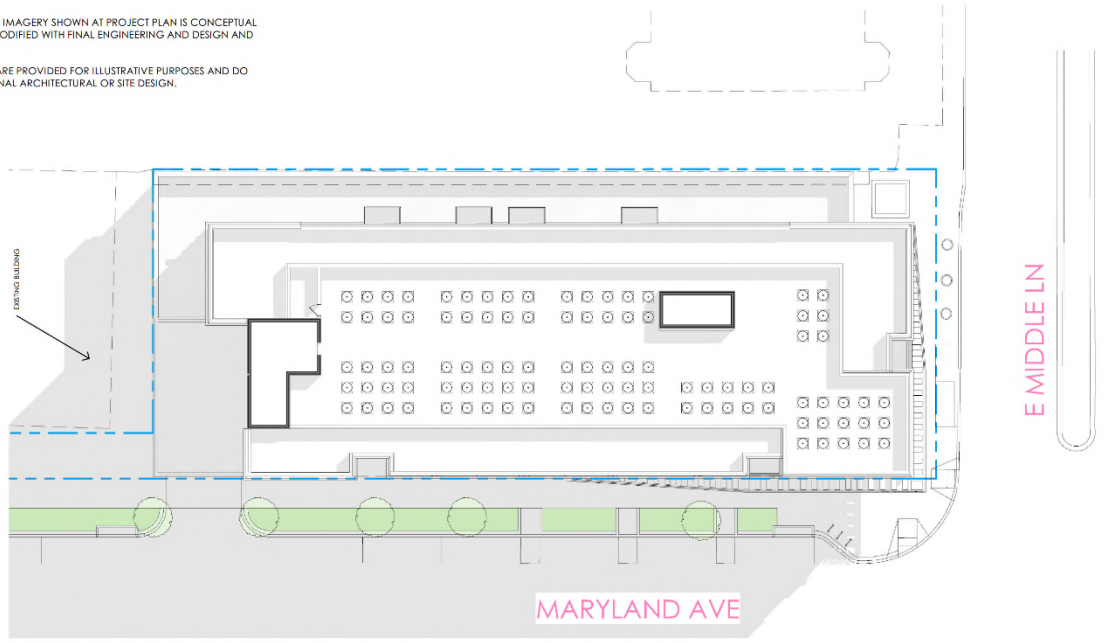
VICINITY MAP



NOTE:

. THE PLAN AND IMAGERY SHOWN AT PROJECT PLAN IS CONCEPTUAL AND MAY BE MODIFIED WITH FINAL ENGINEERING AND DESIGN AND CITY REVIEW.

. RENDERINGS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES AND DO NOT REFLECT FINAL ARCHITECTURAL OR SITE DESIGN.



ARCHITECTURAL SITE PLAN SCALE: 1" = 20'-0"

© 2021 Davis Carter Scott, Ltd.

41 MARYLAND AVE
ROCKVILLE, MD 20850

PROJECT PLAN CONCEPT

ARCHITECTURAL SITE PLAN
SCALE: 1" = 20'-0" A-02
10' 20' 40'
8/13/2025 3:55:33 PM

41 MARYLAND AVE
ROCKVILLE, MD 20850

PROJECT PLAN CONCEPT

COVER
A-01
8/13/2025 3:55:22 PM

How can I get involved?

- Check the city's website at rockvillemd.gov/621/Development-Watch-Map for status updates on development projects in your neighborhood and the city.
- Attend public meetings held by developers to learn more, ask questions and express your opinions about potential projects.
- Attend public meetings held by the city. Meeting schedules, agendas and informational packets for the Mayor and Council, Planning Commission, Historic District Commission and Board of Appeals are available on the city's website. In addition, for most cases the developer is required to provide notice by first class mail to the property owners and residents of the area surrounding the proposed development. The plan review level above determines the notice area.
- Members of the public are welcome to attend meeting of the Development Review Committee, however these meetings are not public hearings and no testimony will be allowed. Agendas for these meetings are available on the city's website.

How can I learn more?

Community Planning and Development Services Department
City Hall, second floor
111 Maryland Ave.
Rockville, MD 20850

Phone: 240-314-8200
Email: cpds@rockvillemd.gov
Website: rockvillemd.gov

Refer to:

Rockville City Code library.municode.com/md/rockville/codes/code_of_ordinances

Chapter 25 - *Zoning Ordinance*

Chapter 5 - *Building Code*

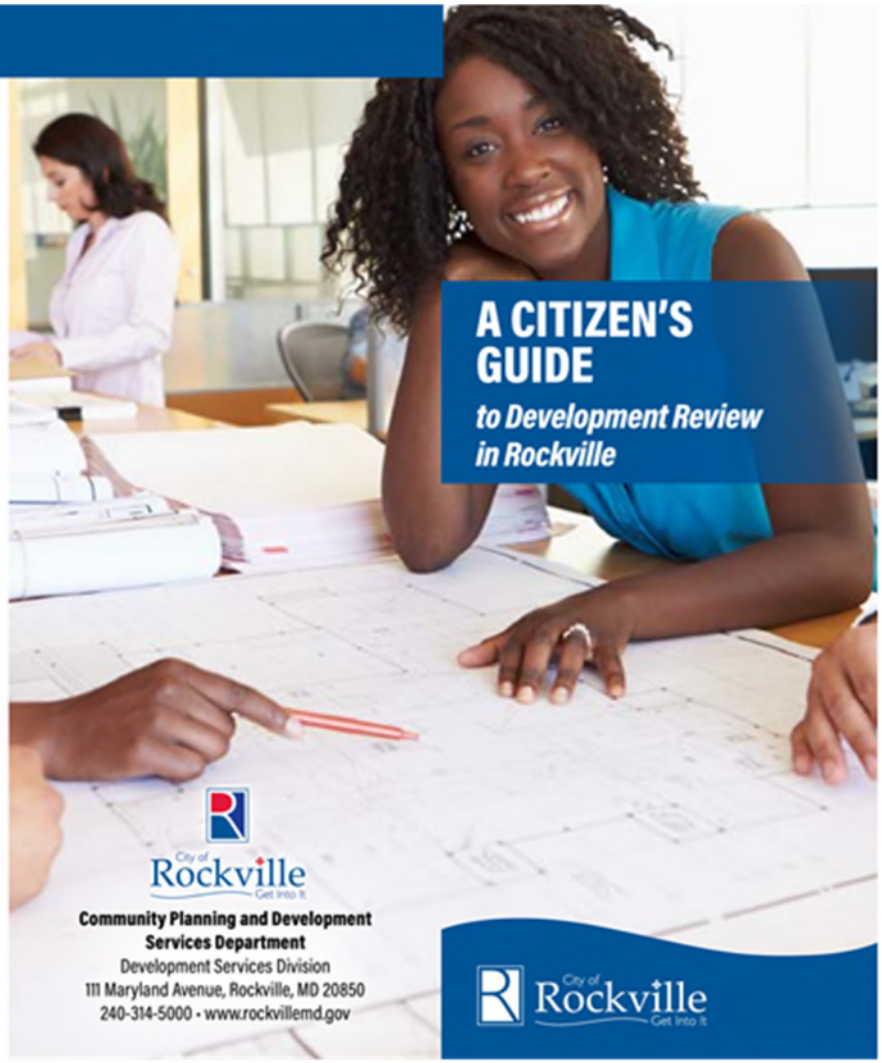
Chapter 10.5 - *Forest and Tree Preservation*

Chapter 19 - *Sediment Control and Stormwater Management*

Chapter 21 - *Streets and Roads*

Rockville Development Review Procedures Manual

Note: This brochure provides an overview of development review in Rockville. It does not supersede the Rockville City Code and it should not be relied on as a substitute for such regulations.



Development Review in Rockville

What is development review?

Development review is a general term for the city's various procedures to review proposed developments and ensure they comply with the city's regulations. These include land uses, engineering, utilities, transportation, stormwater and sediment control, and tree preservation to achieve consistent design of the site and related public infrastructure. As outlined in the Rockville Zoning Ordinance, the city works with the surrounding property owners, businesses and the applicant during development review. During this process, the city staff reviews applications for compliance and surrounding neighborhoods and property owners review and comment on proposed plans.

Rockville's development review procedures are intended to help assure the health and welfare of citizens and achieve high-quality development that complies with the design regulations of the City Code and addresses the needs of the surrounding community. These procedures govern all development projects, except single-unit, detached residences.

How is development reviewed?

Rockville's development review process includes four phases.

Pre-application

During the pre-application phase, city staff meet with the developer to discuss the proposal; outline the project's size and potential impact on neighbors, green space, transportation, stormwater management, and other public infrastructure; learn about the zoning process; and ask questions. In most cases the developer will be required to notify the community of their plans and hold a public meeting for residents to comment on the project.

Application

During the application phase, the developer files the appropriate application materials and meets with city staff to discuss the proposal and any changes made as a result of the pre-application phase. In most cases the developer will be required to notify the community of their plans, hold a public meeting for residents to comment on the project and, in the case of very large projects, brief the Planning Commission and/or Mayor and Council. Also during this phase, city staff reviews the application package and coordinates with other government agencies and utilities that review the application.

Public Meeting

During the public meeting phase, the designated approving authority reviews the proposal and any changes made as a result of community feedback, and decides whether to approve or disapprove the project. The designated approving authority depends on the project's potential impact and could be the chief of zoning, Planning Commission or the Mayor and Council.

Decision

During the decision phase, city staff issues a decision letter based on the final action of the approving authority. Such action may approve the project as is, approve the project with specific conditions, or deny the project. The developer signs the letter acknowledging the decision and returns it with a final set of plans for inclusion in the public record.

Who reviews and approves development?

Rockville's Zoning Ordinance outlines three levels of development review based on the project's size and potential impact. Each project is assigned points based on acreage, number of dwelling units, square footage of non-residential space, residential area impact and traffic impact.

Depending on the number of points earned a project will require one of the following levels of review:

Site Plan Level 1: Review by the chief of zoning.

Site Plan Level 2: Review by the Planning Commission at one meeting.

Project Plan: Review by the Planning Commission and Mayor and Council at three meetings: one for an initial briefing of both; one for review and recommendation by the Planning Commission; and one for review and action by the Mayor and Council.

Development Review at a Glance

Pre-Application Phase

1. The developer notifies the community about the plans, and holds a public meeting for comments.
2. The developer submits pre-application materials and fees.
3. City staff and the developer assess the project's potential impact.
4. City staff holds a pre-application meeting with the developer.
5. City staff and the developer brief the Planning Commission and Mayor and Council if necessary.

Application Phase

1. Application and fees submitted.
2. The developer notifies the community about the plans, if necessary.
3. The developer holds a public meeting for comments, if necessary.
4. City staff evaluates the application and issues a report.

Public Meeting Phase

1. The designated approving authority reviews the application and issues a decision.
    a. Mayor and Council.
    b. Planning Commission.
    c. Board of Appeals.
    d. Historic District Commission.
    e. City staff, i.e., the chief of zoning.

Decision Phase

1. City staff issues a decision letter based on the final action of the approving authority.
2. The developer acknowledges the decision and files a final set of project plans if approved.

Nancy Regelin

From:	Nancy Regelin
Sent:	Friday, October 3, 2025 11:55 AM
To:	Nancy Regelin
Cc:	Christopher Davis
Subject:	Notice Public Hearings before Planning Commission and Mayor & Council on 41 Maryland Avenue Affordable Housing Project Oct 22 and Nov 17
Attachments:	NoticePJTPlCommM_CPublicHearings100325(47550173.pdf

Dear Community Leader:

Attached please find the Notice of the upcoming Planning Commission public hearing set for October 22, 2025 for a recommendation, and the Mayor and Council Public Hearing and action on November 17, 2025 to consider the Project Plan Amendment and waiver applications for the SCG Development Affordable Housing project at 41 Maryland Avenue in Rockville Town Center. The attached Notice includes a project description, location map, plan, and projected timeline. Kindly share with your members and residents. If there are questions, please do not hesitate to reach out to me, Nancy Regelin, counsel to the Applicant, SCG Development, Comstock 44 Maryland, LLC at the e-mail address above. Comments and questions can be sent to the City for this application to the assigned Planner Chris Davis at cdavis@rockvillemd.gov .

The Notice includes information on how to participate or monitor the public hearing proceedings, as well as City information on how to participate in the City's development process.

These applications are subject to a prohibition on ex parte communications. Outside of the public hearings on this application, please do not communicate with a member of the deciding body about this application, either directly or indirectly, such as copying members of the body on e-mails about the application. You are welcome to communicate directly with the City staff, who can answer questions on the application or ensure that your written comments on the application are considered by the deciding body as part of the public hearing on the application.

Nancy Regelin, Esquire
Counsel for Applicant, SCG Development, Comstock 44 Maryland, LC

NANCY P. REGELIN
SHAREHOLDER
Real Estate Department | Chair, Land Use Practice Group
nregelin@shulmanrogers.com | **T** 301.230.5224 | **F** 301.230.2891

SHULMAN ROGERS, P.A.
12505 PARK POTOMAC AVENUE, 6TH FLOOR, POTOMAC, MD 20854

ShulmanRogers.com | BIO | VCARD

PJT2025-00023 41 Maryland Avenue Project Electronic Notice List
Planning Commission Public Hearing 10/22/24
Mayor & Council Public Hearing & action November 17, 2025

Nancy Regelin <NRegelin@shulmanrogers.com>; 'sofiad38@comcast.net'; 'president@collegegardens.org'; 'collegegardenscivicassociation@gmail.com'; 'president@eastrockville.org'; 'hungerfordscivicassociation@gmail.com'; 'brandi@kingfarm.org'; 'oamadasu@gmail.com'; 'phyllisblum@verizon.net'; 'montrose.association@gmail.com'; 'natashahurwitz@gmail.com'; 'susan@goutos-zemsky.com'; 'm.saavoss@gmail.com'; 'nfca@northfarm.us'; 'kphumphreys@gmail.com'; 'hclemons@gmail.com'; 'dprywes@verizon.net'; 'robertodonovan@gmail.com'; 'Dgdull4@gmail.com'; 'board@rosehillfalls.com'; 'apatala@abarisrealty.com'; 'Twinbrook.President@gmail.com'; 'margaretmagner@nyc.rr.com'; 'woodleygardens@gmail.com'; 'aamolina@comcast.net'; 'april.day@casinc.biz'; 'board@cambridgeheightshoa.com'; 'btamiller@gmail.com'; 'josephmcclane@yahoo.com'; 'chhoa.prez@gmail.com'; 'couvilla@gmail.com'; 'tgroth@legumnorman.com'; 'tkerrpsu@gmail.com'; 'oneputtds@msn.com'; 'mcoburn@alliedrealtycorp.com'; 'berger.ira@verizon.net'; 'amy.kaplow@fsresidential.com'; 'matthew.watkis@fsresidential.com'; 'jeff.weber48@gmail.com'; 'president@fallsmead.org'; 'sambush@abarisrealty.com'; 'gib20a@gmail.com'; 'isabel_m2@hotmail.com'; 'Johndufief@verizon.net'; 'ddancylpw@aol.com'; 'gayls@yahoo.com'; 'info@magnoliabr.com'; 'lalphoa@gmail.com'; 'TMGAInc@TMGAInc.com'; 'Reservetoweroaks@abarisrealty.com'; 'rockcrestcirclehoa@gmail.com'; 'LWildman@IKOCommunityManagement.Com'; 'hleung@abarisrealty.com'; 'contact@rosehillhoa.org'; '1lmicheles@gmail.com'; 'brandon.r.farrar@gmail.com'; 'choes@ala-inc.com'; 'randimartinvoiceworks@gmail.com'; 'ltrent@abarisrealty.com'; 'board@woodmontoverlook.com'; 'reservetoweroaks@abarisrealty.com'; 'llaynbur@gmail.com'; 'ekoubek@bvsl.net'; 'leasing@blvdfortyfour.com'; 'esc@villagegreen.com'; 'escpropmgr@villagegreen.com'; 'cdouglass@murnproperties.com'; 'leasing@blvdansel.com'; 'first.assistant@Ricoa.usa'; 'jack.smith@arrownewmedia.com'; 'beallsgrant@res1.net'; 'jegenao@res1.net'; 'thomj@thebethanyhouse.org'; 'fallsgrove@camdenliving.com'; 'Hestes@congressionaltowers.net'; 'cetienbla@rockvillehe.org'; 'mfrpro@gmail.com'; 'donpepecontractor@gmail.com'; 'dennis.mccurdy@ricoa.us'; 'Ltang@qpmgmt.com'; 'kbryant@inglesideonline.org'; 'congressionalvillagemgr@allegiant-carter.com'; 'cwhite@herculesliving.com'; 'bdixon@vanguardrealty.com'; 'parkterrace@promarkpartners.com'; 'James.Jackson@Pratumco.com';

'jwatson@rollinspark.net'; 'managementoffice@rollinspark.net'; 'mplouis@bainbridgere.com'; 'scarboroughsquare@bainbridgere.com'; 'Fenestra@morguard.com'; 'kmatthews@morguard.com'; 'srenderos@horningbrothers.com'; 'thefieldsofrockville.pm@kettler.com'; 'ymai@gingery.net'; 'woodmontpark@woodmontpark.net'; 'villasatrockville@covepm.com'; 'gm@americanacentrecondo.com'; 'gloveland@abarisrealty.com'; 'jmack@abarisrealty.com'; 'aproctor@abarisrealty.com'; 'nsklute@aol.com'; 'toni@goldberggrouppm.com'; 'heritageparkcoop@verizon.net'; 'jimk@oakbrookmgmt.com'; 'mgrove@ikocommunitymanagement.com'; 'rgodsey@mtmmgmt.com'; 'rtshoa@gmail.com'; 'mmullaney@ikocm.com'; 'lhill@bmcproperties.com'; 'thefitz@stoladi.com'; 'lily.rivera@stoladi.com'; 'magrey1@verizon.net'; 'victoriacondo24@gmail.com'; 'tmartella@comsource.com'; 'rshirazi@greystar.com'; 'claudia.robles@greystar.com'; 'huntingtonatkingfarm@greystar.com'; 'huntingtonservices@greystar.com'; 'mgrove@ikocommunitymanagement.com'; 'mayorcouncil@rockvillemd.gov'; 'Planning.Commission@rockvillemd.gov'; Kirk Salpini <kas@scgdevelopment.com>; Carly A. Driggs <cad@scgdevelopment.com>; Doug Carter <dcarter@dcsdesign.com>; Steve Saville <ssaville@dcsdesign.com>; Triet Nguyen <tnguyen@dcsdesign.com>; Robert Demchak <rdemchak@comstock.com>; Mike Daugard <mdaugard@comstock.com>; Kyle Hughes <khughes@mhgpa.com>; Katie Wagner <klw@goroveslade.com>; Maribel Donahue mnd@goroveslade.com

Forwarded based on bounced back and rejected e-mails:

kfarrowbutler@rockvillehe.org

SHULMAN ROGERS

NANCY P. REGELIN | SHAREHOLDER
T 301.230.5224 E nregelin@shulmanrogers.com

October 3, 2025

Terrance Taylor
Management Leasing Office
33 Monroe Street
Rockville, Maryland 20850

Re: Notice of Public Hearings 41 Maryland Avenue Affordable Housing Project
Copies for Residents

Dear Mr. Taylor:

An e-mailed Notice of Public Hearings for the Planning Commission (Oct 22nd) and Mayor & Council (Nov 17th) for the Comstock/SCG Development affordable housing project at 41 Maryland Avenue was sent on October 3, 2025 to share with your residents at BLVD Ansel and BLVD 44. We are providing as a courtesy, hard copies to distribute to your residents, who may be interested in the project and the public approval process.

If you have any questions, please do not hesitate to reach out to me at the e-mail address or phone number above.

Sincerely,

SHULMAN, ROGERS, GANDAL,
PORDY & ECKER, P.A.

By: Nancy P. Regelin

SHULMAN ROGERS

NANCY P. REGELIN | SHAREHOLDER
T 301.230.5224 E nregelin@shulmanrogers.com

October 3, 2025

Residences on the Lane
Management Leasing Office
Attention: James Jackson
2 Helen Heneghan Way
Rockville, Maryland 20850

Re: Notice of Public Hearings 41 Maryland Affordable Housing Project
Copies for Residents

Dear Property Manager/ Mr. Jackson:

An e-mailed Notice of Public Hearings at the Planning Commission (oct 22nd) and the Mayor & Council (Nov 17th) for the Project Plan Amendment for the SCG Development affordable housing project at 41 Maryland Avenue was sent to you on October 3, 2025 to share with your residents. We are providing as a courtesy, some hard copies for any of your residents who might be interested in the project and the public approval process. Kindly make available to any interested resident.

If you have any questions, please do not hesitate to reach out to me at the e-mail address or phone number above.

Sincerely,

SHULMAN, ROGERS, GANDAL,
PORDY & ECKER, P.A.

By: Nancy P. Regelin

SHULMAN ROGERS

NANCY P. REGELIN | SHAREHOLDER
T 301.230.5224 E nregelin@shulmanrogers.com

October 3, 2025

Victoria Court
Management Office
209 Monroe Street
Rockville, Maryland 20850

Re: Notice of Public Hearings 41 Maryland Avenue Affordable Housing Project
Copies for Residents

Dear Property Manager:

A digital Notice of Public Hearings before the Planning Commission (Oct 22nd) and the Mayor and Council (Nov 17th) for the Project Plan Amendment for the SCG Development affordable housing project at 41 Maryland Avenue was sent to you by e-mail to share with your residents. We are providing as a courtesy, some hard copies for any of your residents who might be interested in the project and the public approval process. Kindly make available to any interested resident.

If you have any questions, please do not hesitate to reach out to me at the e-mail address or phone number above.

Sincerely,

SHULMAN, ROGERS, GANDAL,
PORDY & ECKER, P.A.

By: Nancy P. Regelin

SHULMAN ROGERS

NANCY P. REGELIN | SHAREHOLDER
T 301.230.5224 E nregelin@shulmanrogers.com

October 3, 2025

Beall's Grant Apartments
Management Leasing Office
254 North Washington Street
Rockville, Maryland 20850

Re: Notice of Public Hearings - 41 Maryland Avenue Affordable Housing Project
Copies for Residents

Dear Property Manager:

An e-mailed Notice of Public Hearings at the Planning Commission (October 22nd) and the Mayor & Council (November 17th) for the Project Plan Amendment for the SCG Development affordable housing project at 41 Maryland Avenue was sent to you on October 3, 2025 to share with your residents. We are providing as a courtesy, some hard copies for any of your residents who might be interested in the project and the public approval process. Kindly make available to any interested resident.

If you have any questions, please do not hesitate to reach out to me at the e-mail address or phone number above.

Sincerely,

SHULMAN, ROGERS, GANDAL,
PORDY & ECKER, P.A.

By: Nancy P. Regelin

MAYOR AND COUNCIL Meeting Date: November 17, 2025
Agenda Item Type: DISCUSSION AND POSSIBLE AUTHORIZATION
Department: RECREATION & PARKS
Responsible Staff: CHRIS HENRY

Subject

Consider acceptance of the $1,500,000 Land and Water Conservation Fund grant to fund design, grading, excavation, installation of utilities as well as construct pathways, a playground, meadow restoration, community gardens, purchase picnic tables, signage, and trash cans at RedGate Park and Arboretum, consistent with the RedGate Park Master Plan.

Department

Recreation & Parks

Recommendation

Staff recommends the Mayor and Council of Rockville accept a grant of $1,500,000 administered by the State of Maryland Department of Natural Resources (DNR), funded by the National Parks Service (NPS) Land and Water Conservation Fund (LWCF). This grant has a dollar-for-dollar match requirement, and the matching funds are already included within the RedGate Park Master Plan Implementation (RE23) CIP project (Attachment 1).

Discussion

The city has been awarded a LWCF grant of $1,500,000 for selected design and construction of infrastructure and amenities within RedGate Park and Arboretum. On April 7, 2025, the Mayor and Council approved and authorized the city manager to sign the grant agreement (Attachment 2). The LWCF Notice of Award was sent to the city on August 20, 2025, and is included as Attachment 3. The staff presentation for this item is Attachment 4.

The funds for this grant originate from the NPS LWCF State Assistance Program. Among other requirements, acceptance of the LWCF fund requires compliance with the Land and Water Conservation Act of 1965. Section 6(f)(3) of the LWCF Act of 1965 notes that “sites receiving assistance are to be opened, operated, and maintained in perpetuity for ‘public outdoor recreation use’, or be replaced by lands of equal market value and recreation usefulness.” It is important to note that at the corner of Avery Road and Norbeck Road (Rt 28), there is a 7.7-acre area within RedGate Park that was purchased with LWCF funds in the early 1970s. Future development and uses for this portion of the park/property are already restricted by an LWCF easement. A link to the LWCF State Assistance Program Manual is included: FEDERAL FINANCIAL ASSISTANCE MANUAL LWCF Manual v72.1 - Land and Water Conservation Fund (U.S. National Park Service)

Impact Statements

Equity

The RedGate Park Master Plan is grounded in the City of Rockville's commitment to equity, inclusion, and accessibility. The planning process was designed to ensure that the voices of community members across ages, backgrounds, abilities, and identities were heard and reflected in the master plan. Through extensive community engagement opportunities, including surveys, open houses, and online participation, residents and stakeholders from across the city and beyond helped shape a shared vision for how RedGate Park and Arboretum can best serve the diverse needs of the Rockville community.

Equity is reflected in both the process and the outcome. The master plan prioritizes spaces that are flexible, welcoming, and adaptable to a wide range of cultural, recreational, educational, and wellness activities. It emphasizes physical and programmatic accessibility, ensuring that everyone can experience and benefit from the site's amenities. The concepts include connections to surrounding neighborhoods, integrating inclusive community uses such as social connection, accessibility to nature, environmental education, nature-based playgrounds, collective growing spaces, and preserving land for mental and physical wellness opportunities.

Nature plays a vital role in enhancing the well-being of underserved, low-income communities by offering accessible spaces for physical activity, mental restoration, and social connection. Green spaces like parks, community gardens, and urban forests can serve as sanctuaries from the stressors of daily life, providing a free and healing environment where residents can gather, exercise, and reconnect with the natural world. Exposure to nature has been linked to reduced anxiety, improved mood, and better overall health—benefits that are especially critical in areas where access to healthcare and wellness resources may be limited. Moreover, investing in nature-rich infrastructure in these communities fosters environmental justice, helping to address disparities in air quality, climate resilience, and public health outcomes.

RedGate Park and Arboretum serves the entire Rockville community and is identified as moderately disproportionate disadvantaged according to the Community Equity Index Explorer provided by the Maryland National Capital Park and Planning Commission. The area is the highest disadvantaged area within Rockville. The park is also located in an overburdened and underserved area as identified in the MDEnviroScreen EJ Score. The MDEnvironScreen identifies communities with environmental justice concerns in Maryland.

Environment

The RedGate Park Master Plan embraces environmental stewardship as a core principle. The plan seeks to preserve and enhance the park's natural features while also considering sustainable design strategies that support ecological health, energy efficiency, and long-term resilience.

RedGate Park and Arboretum has 130 acres of open space and forest that serves as a vital environmental asset, acting as a green lung that improves air quality, supports biodiversity, and mitigates the effects of climate change. Such expansive natural areas absorb carbon dioxide, filter pollutants, and produce oxygen, helping to combat urban air pollution. They also provide critical habitats for native plants and wildlife, fostering ecological balance and preserving

threatened species. Large parks help manage stormwater through natural filtration, reducing runoff and the risk of flooding in surrounding neighborhoods. Additionally, the cooling effect of trees and open green space helps counteract the urban heat island effect, making cities more resilient and livable in the face of rising temperatures.

The community gardens, open lawns, meadows, pathways, trails, and accessible amenities will be thoughtfully integrated into the site's community uses, maintaining a balance between built and natural environments. The park provides opportunities for recreation, reflection, and environmental education. Circulation improvements will be explored to encourage pedestrian and bicycle connectivity, reducing reliance on vehicles and fostering sustainable mobility. Sustainability considerations will guide the site's development, from use of native plantings and water conservation to stormwater management and energy efficiency. Meadow areas will incorporate native plantings and low-impact landscaping to support local biodiversity and improve environmental quality.

By prioritizing 90 percent of the park as passive with a commitment to ecological responsibility, the LWCF grant supports and strengthens the City of Rockville's commitment to environmental sustainability and outdoor recreation. The development of RedGate Park and Arboretum is a model for environmentally conscious design, ensuring public open space will be enjoyed for generations to come.

Economy

RedGate Park and Arboretum development can be an economic engine for its surrounding community with increased property values and tourism opportunities. Large parks attract visitors for recreation, events, and nature experiences, which boosts local businesses such as restaurants, shops, and hotels. They also create employment opportunities in maintenance, programming, and hospitality. Moreover, proximity to expansive green spaces often raises real estate demand, leading to higher property values and increased tax revenues that can be reinvested in public services. By enhancing the quality of life and making neighborhoods more attractive to residents and investors, a large park becomes a catalyst for sustainable economic development.

RedGate Park and Arboretum supports a sustainable and inclusive local economy by transforming a former golf course into a dynamic community destination that fosters tourism, economic vitality, and increased property values.

Mayor and Council History

The grant agreement was approved by Mayor and Council on April 7, 2025. This is the second time this item has been presented to Mayor and Council.

Public Notification and Engagement

The Friends of RedGate Park Inc. spoke in support of accepting the LWCF grant at the Mayor and Council Community Forum on October 6, 2025.

Boards and Commissions Review

The Recreation and Park Advisory Board has been briefed on this grant opportunity. The Recreation and Park Advisory Board voted to advise the Mayor and Council against accepting

this grant. Chairperson Jack Thirolf spoke at the Mayor and Council's Community Forum on September 29, 2025.

Fiscal Impact

If awarded, the grant requires a dollar-for-dollar match. The RedGate Park Master Plan Implementation (RE23) CIP project has appropriated funds to meet this match requirement. The receipt of additional grant funds to support this capital project will reduce the unfunded portion of the project.

Next Steps

If accepted by Mayor and Council, staff will work with DNR to implement the grant.

Attachments

Attachment 1 - RedGate Park Master Plan Implementation (RE23), Attachment 2 - Executed LWCF Project Agreement, Attachment 3 - LWCF Notice Of Award, Attachment 4 - RedGate Park_LWCF Grant Presentation

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Project Agreement
Land and Water Conservation Fund Assistance

This PROJECT AGREEMENT is made and entered into this 8th day of April, 2025 by and between the **STATE OF MARYLAND DEPARTMENT OF NATURAL RESOURCES** ("**DNR**"), and the **MAYOR AND COUNCIL OF ROCKVILLE,** a body corporate and municipal corporation of the State of Maryland, acting through its City Manager ("**Project Sponsor**").

1. **Purpose**. Project Sponsor is the recipient of grant funds from the National Park Service ("**NPS**"), Land and Water Conservation Fund ("**LWCF**") State Assistance Program, in which DNR is the primary grantee of the grant. The purpose of this Project Agreement is to establish terms and conditions under which the LWCF grant will be administered and managed between DNR and the Project Sponsor, both during the application process, active grant period, and post grant period requirement in perpetuity. This Project Agreement is pursuant to LWCF grant

2. **RedGate Park Development**. DNR, as the primary grantee of the LWCF grant, is responsible for compliance with the LWCF grant requirements, and is liable to the NPS for failure to comply with such requirements. Pursuant to this Project Agreement, the Project Sponsor shall be liable to DNR for failure to comply with the provisions, policies and procedures contained in the LWCF Manual, referenced below, applicable to the Project Sponsor's implementation of, and continued maintenance of, the project.

3. **Term of Agreement.** This Project Agreement is effective when both parties sign the document and the LWCF grant is approved by NPS. Projects receiving LWCF assistance must be completed within three years from the project start date established by the NPS.

4. **General Provisions.**

   This Project Agreement establishes requirements for participation in the LWCF grant process through DNR. Requirements for participation, details about LWCF program, application instructions, and Project Sponsor compliance and commitments can be found in the LWCF Manual (found at: https://www.nps.gov/subjects/lwcf/lwcf-manual.htm, the "**LWCF Manual**") which may be amended or updated periodically. By executing this Project Agreement, the Project Sponsor, pursuant to the LWCF grant, agrees to be bound by the provisions, policies and procedures contained in the LWCF Manual which pertain to the Project Sponsor's management and maintenance of the project, and the LWCF Manual is hereby incorporated into this Project Agreement and made a part hereof.

   The following is an outline of certain NPS requirements for participation in the LWCF grant process. The LWCF Manual includes more detailed information on these requirements, along with additional compliance commitments and information that the Project Sponsor is agreeing to by signing this Project Agreement.

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A. Compliance Summary - Properties acquired, improved or developed with LWCF assistance must be open, maintained and operated in perpetuity for public outdoor recreation. Other commitments include proper maintenance and operation, nondiscrimination, posting an LWCF acknowledgement sign, and maintaining the integrity of the LWCF boundary.

B. Compliance with Land and Water Conservation Act of 1965 - Acceptance of LWCF funding requires DNR, as the grant recipient, to assume responsibility for compliance with the Land and Water Conservation Act of 1965 and the program requirements therein, as well as all applicable Federal, State and Local laws. In signing this project agreement with DNR, the Project Sponsor accepts responsibility for compliance including the legal consequences of non-compliance. In most instances the LWCF boundary falls under an entire park being acquired or developed with LWCF assistance funds, meaning LWCF compliance commitments are required in perpetuity over the entire park boundary.

C. Public Outdoor Recreation in perpetuity —As stated in Section 6(f)(3) of the LWCF Act of 1965, sites receiving assistance are to be opened, operated, and maintained in perpetuity for "public outdoor recreation use," or be replaced by lands of equal market value and recreation usefulness. The Project Sponsor must read and comply with the program compliance requirements in the LWCF Manual. The LWCF boundary is the legal description of the area that is being protected in perpetuity by Section 6(f)(3) of the LWCF Act of 1965; sufficient detail acceptable to DNR and NPS is required so as to legally identify the lands afforded protection under Section 6(f)(3), such as a metes and bounds survey description. Section 6(f)(3) states that the property acquired, developed or improved with LWCF assistance shall not be converted to uses other than public outdoor recreation. The LWCF boundary map goes on record with the locality, NPS and DNR, showing the area being placed under protection of the Land and Water Conservation Act. In most instances, the LWCF boundary falls under an entire park being acquired or developed with LWCF assistance funds.

Signed and dated copies of the LWCF boundary map are required from all Project Sponsors and will be approved by DNR and NPS. Project Sponsors will be required to record in the deed of the property (for acquisition projects) that the area is protected through Section 6(f) of the LWCF Act of 1965, or record this language in a restrictive covenant (for development projects). Deed wording will be provided to approved Project Sponsors.

Section 6(f)(3) of the Land and Water Conservation Act states that: "No property acquired or developed with assistance under this section shall without approval of the Secretary of the Interior be converted to other than public outdoor recreation uses." Therefore, regardless of whether a conversion of use process has been initiated by the Project Sponsor, in the event the NPS determines that a conversion of use has occurred on the LWCF Site that is the subject of this Project Agreement, the Project Sponsor

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shall be liable to DNR to undertake whatever actions are deemed necessary in order to fully address the conversion and to bring the project into compliance with LWCF requirements including, if applicable, full replacement of the project.

D. Environmental, Historical and Cultural Resources — All projects must comply with the National Environmental Policy Act (NEPA), the Endangered Species Act and the Historic Preservation Act. All projects carry potential impacts to the environment (stream sedimentation, noxious weeds, wildlife displacement, habitat fragmentation, visual, potential noise, etc.) and, depending on the severity of the impacts, may require additional NEPA assessments and/or documentation to be submitted to the NPS. All projects will undergo review by federal tribes in a process led by the NPS.

E. Public Comment — Solicitation of public comment is required for all applications.

F. Compliance with the Americans with Disabilities Act (ADA) — All projects must comply with ADA. All projects must be accessible to (and usable by) disabled citizens. The intent is to enable disabled citizens to participate in outdoor recreation activities in a way that parallels as closely as possible with participation of non-disabled citizens.

G. Overhead Power Lines — Overhead lines (both electrical or communication) must be installed underground; and LWCF funds can be used to remove, relocate, or bury overhead power lines for beautification of outdoor recreation area.

H. Procurement, Contracts and Bidding — Project Sponsors receiving federal LWCF assistance must comply with all applicable local, state and federal requirements regarding contracts and bidding.

I. Quarterly Reports — All Project Sponsors are required to submit quarterly performance status reports during the active grant period. The active grant period is the three year grant period as approved by NPS.

J. Expenditures - The LWCF program is a 50-50 matching reimbursement program. The applicant must incur 100 percent of the total project cost; submit evidence of eligible expenditures throughout project implementation and payment thereof; and request reimbursement from DNR after the project has been completed and NPS has officially approved this completion. Project Sponsors are required to submit quarterly financial invoices throughout the active grant period. Only expenditures incurred within the approved LWCF project period are eligible for reimbursement. Expenses incurred prior to authorization of the LWCF grant agreement or after the expiration date are ineligible for reimbursement.

K. Acknowledgment Sign — LWCF requires that all recreation areas assisted by the program post an acknowledgement. See sign requirements at https://www.nps.gov/subjects/lwcf/lwcf-manual.htm.

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L. Retention of Records — All documents related to the LWCF project, should be retained according to the requirements outlined in the LWCF Manual.

M. Operation and Use — All LWCF assisted areas must be open to the public (everyone) during reasonable hours of operation, preferably from sunrise to sunset. Land assisted with LWCF, either through acquisition or development, is to be protected and maintained in public outdoor recreation in perpetuity. Certain activities are not permitted according to the requirements outlined in the LWCF Manual. When a change in use is being contemplated, the Project Sponsor should contact DNR to confirm proposed changes are in compliance with 6(f) requirements.

N. Maintenance — LWCF assisted properties must receive regular maintenance to ensure continued public use in a safe and sanitary manner.

O. Fees — Reasonable user fees may be charged to offset operation and maintenance costs. A higher fee to non-residents may be charged as long as the higher fee is realistic, comparable to what is charged at other local parks, does not preclude use by non-residents and is no more than twice the residential fees.

P. Inspections — Inspections are regularly performed on LWCF assisted areas to monitor compliance with program requirements. Inspections are to be conducted by DNR at least every five years. Project sponsors will be notified in writing when recreation areas are found in non-compliance including a time frame for remediation. In cases, where inspections discover conversions of use, DNR, in consultation with NPS, will provide direction to the Project Sponsor on the "Conversion of Use" process and a time frame for initiating it.

5. **Project Sponsor's Failure to Perform; Remedies**. In the event Project Sponsor fails to perform any of its obligations under the Project Agreement, whether in whole or in part, DNR may exercise any right or remedy under the law, either at law or in equity, including the initiation of legal action to enforce the terms of this Project Agreement.

[Signature Page to Follow]

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SIGNATURES

In witness whereof, the parties to this Project Agreement through their duly authorized representatives have executed this Project Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Project Agreement as set forth herein.

The effective date of this Project Agreement is the date of the signature last affixed to this page.

MAYOR AND COUNCIL

Approved as to legal form:

THE MAYOR AND COUNCIL OF ROCKVILLE, a body corporate and municipal corporation of the State of Maryland

Robert Dawson

Robert E. Dawson, City Attorney

By: Jeff Mihelich

Jeff Mihelich, City Manager

Date: 4/8/2025

STATE OF MARYLAND DEPARTMENT OF NATURAL RESOURCES

By: Molly Pickel

Molly Pickel, Alternate State Liaison Officer

Date: 4/8/2025

NOTICE OF AWARD

1. DATE ISSUED *MM/DD/YYYY* 08/20/2025	**1a. SUPERSEDES AWARD NOTICE dated** except that any additions or restrictions previously imposed remain in effect unless specifically rescinded
2. ASSISTANCE LISTING NUMBER 15.916 - Outdoor Recreation Acquisition, Development and Planning	
3. ASSISTANCE TYPE Project Grant	
4. GRANT NO. P25AP01454-00 **Originating MCA #**	**5. TYPE OF AWARD** Other
4a. FAIN P25AP01454	**5a. ACTION TYPE** New
6. PROJECT PERIOD *MM/DD/YYYY* **From** 10/01/2025	*MM/DD/YYYY* **Through** 09/30/2028
7. BUDGET PERIOD *MM/DD/YYYY* **From** 10/01/2025	*MM/DD/YYYY* **Through** 09/30/2028

AUTHORIZATION (Legislation/Regulations)

54 U.S.C. § 200305 Land and Water Conservation Fund, Assistance to States

8. TITLE OF PROJECT (OR PROGRAM)

24-00443-Redgate Park Development

9a. GRANTEE NAME AND ADDRESS

STATE OF MARYLAND DEPARTMENT OF NATURAL RESOURCES
580 Taylor Ave # fasb4
Annapolis, MD, 21401-2352

9b. GRANTEE PROJECT DIRECTOR

Molly Pickel
580 Taylor Avenue, E-4
Annapolis, MD, 21401-0000
Phone: 443-223-4302

10a. GRANTEE AUTHORIZING OFFICIAL

Molly Pickel
580 Taylor Ave # FASB4
Annapolis, MD, 21401-2352
Phone: 443-223-4302

10b. FEDERAL PROJECT OFFICER

Zachary Rogers
Main Interior Building National Park Service
1849 C Street NW
Washington DC, DC, 20240-0001
Phone: 111-111-1111

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation — II

a.	Salaries and Wages	$	0.00
b.	Fringe Benefits	$	0.00
c.	Total Personnel Costs	$	0.00
d.	Equipment	$	0.00
e.	Supplies	$	0.00
f.	Travel	$	0.00
g.	Construction	$	1,400,000.00
h.	Other	$	1,600,000.00
i.	Contractual	$	0.00
j.	TOTAL DIRECT COSTS	$	3,000,000.00
k.	INDIRECT COSTS	$	0.00
l.	**TOTAL APPROVED BUDGET**	$	3,000,000.00
m.	Federal Share	$	1,500,000.00
n.	Non-Federal Share	$	1,500,000.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$	1,500,000.00
b. Less Unobligated Balance From Prior Budget Periods	$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	$	0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	$	1,500,000.00
13. Total Federal Funds Awarded to Date for Project Period	$	1,500,000.00

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

e

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ◉ Yes ○ No)

No Program Income.

GRANTS MANAGEMENT OFFICIAL:

Matthew Russell, N/A
1849 C St NW
Main Interior Building National Park Service
Washington, DC, 20240-0001
Phone: 2027944311

17. VENDOR CODE 0070421672	**18a. UEI** USMJTDLGM6X8	**18b. DUNS** 033425385	**19. CONG. DIST.** 03

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0054007577-00010	$1,500,000.00	10/01/2025	09/30/2028	5035	23GW REDGATE PARK DEVELOPMENT

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Final	01/28/2029

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Final	01/28/2029

AWARD ATTACHMENTS

STATE OF MARYLAND DEPARTMENT OF NATURAL RESOURCES P25AP01454-00

1. Grant Agreement
2. Categorical Exclusion
3. Budget Detail

Grant Agreement

Between
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
NATURAL RESOURCES, MARYLAND DEPARTMENT OF

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I. LEGAL AUTHORITY

Agreement Number P25AP01454 was entered into by and between the Department of the Interior, National Park Service, (NPS), and Maryland Department of Natural Resources (hereafter referred to as 'Recipient') pursuant to:

Land and Water Conservation Fund (LWCF) Act of 1965, as amended (P.L. 88-578; currently codified at 54 U.S.C. § 200301 et seq.)

II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

A. Performance Goal – LWCF financial assistance is provided to ensure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public.

B. Project Objectives – This outdoor recreation grant will enhance community well-being by contributing to the maximization of recreational investments, expansion of opportunities, and provision of safe and accessible spaces.

III. PUBLIC PURPOSE

The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation.

IV. STATEMENT OF WORK

The recipient, Maryland Department of Natural Resources, will pass through a subaward to the subrecipient, City of Rockville, to renovate and develop RedGate Park. This project will: renovate an existing farm for public use; develop an overall park design to guide future improvements; renovate and remove existing asphalt from former cart paths; construct a new playground for community use; and install park amenities including benches, trash cans, educational signage, and picnic tables to enhance the visitor experience.

V. RESPONSIBILITIES OF THE PARTIES

A. The Recipient agrees to:

1. The Recipient shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.

2. Comply with the policies and procedures set forth in the LWCF Federal Financial Assistance Manual (v. 72.1, April 21, 2025).

3. Recipients that issue subawards/subgrants are responsible for ensuring subaward/subgrant compliance with the requirements of 2 CFR 200. The Recipient must provide a list of selected subawardees/subgrantees and associated budgets to the NPS for review prior to making subawards/subgrants.

4. Recipients must select qualified subcontractors and submit documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR 200.318 – 200.327.

B. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, technical assistance at the request of the recipient.

VI. COST SHARE REQUIREMENT

Non-Federal cost-share is required by statutory authority for costs incurred under this Agreement. Cost share must be provided in specified amounts as identified in the attached project budget.

VII. PRE-AWARD COSTS

The Recipient is authorized to incur pre-award costs up to $250,000 on or after 5/17/2024. Pre-award costs must be allowable, allocable, and reasonable under the terms and conditions of this Agreement and in accordance with the approved project budget. These costs must be charged to the initial budget period of the award as either Federal reimbursement or Non-Federal cost-share (in accordance with the cost-share ratio).

VIII. AWARD AND PAYMENT

A. NPS will provide funding to the Recipient in an amount not to exceed $1,500,000 in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

B. Recipient shall request payment as applicable in accordance with the following:

1. **Method of Payment**. Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.

2. **Requesting Advances**. Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same–day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

3. **Requesting Reimbursement**. Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.

4. **Adjusting Payment Requests for Available Cash**. Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.

5. **Bank Accounts**. All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.

6. **Supporting Documents and Agency Approval of Payments**. Additional supporting documentation and prior NPS approval of payments may be required. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS Financial Assistance Awarding Officer that a payment request has been submitted. The NPS Awarding Officer (AO) may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.

D. Unless authorized by provision VII, expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO in alignment with CFR 200.407. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the

operation of the project, program, or activities beyond the expiration date stipulated in the award.

E. Any non–Federal share, whether in cash or in–kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in–kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

IX. REPORTS AND/OR OUTPUTS/OUTCOMES

A. Refer to the second page of the Notice of Award document for FFR frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the Grant Solutions "Manage Reports" functionality.

B. A final Performance Report and a final FFR will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to SAM.gov. Each report shall be submitted as described above.

C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.334 *Retention Requirements for Records*.

X. DETERMINATION OF RISK

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, responsibility and qualification data from SAM.gov, and/or past performance on previous Federal financial assistance awards and other factors. For Master Cooperative Agreements, determination of risk will be defined at the task agreement as applicable.

XI. AWARD SPECIFIC TERMS AND CONDITIONS

Part I – Definitions

A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).

B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.

C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.

E. The term “Land and Water Conservation Fund” or “LWCF” as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.

F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 72.1 (April 21, 2025).

G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.

B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

   Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

   In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

   The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

D. The State agrees that the property and facilities described in the grant agreement shall be

operated and maintained as prescribed by regulations found in 36 C.F.R Part 59.

E. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.

F. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
3. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; and that it will furnish progress

reports and such other information as the NPS may require.

4. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.
5. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
6. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.
7. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.
8. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

Part IV – Award Specific Conditions

A. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA), Executive Order 14154 Unleashing American Energy (Jan. 20, 2025), Presidential Memorandum Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), the DOI's NEPA-implementing regulations (43 CFR Part 46), DOI policy and procedures for implementing NEPA (Part 516 of the Departmental Manual), and NPS LWCF Program-specific policies and procedures with includes the Council of Environmental Quality's rescinded regulations implementing NEPA, previously found at 40 C.F.R. Parts 1500-1508, as guidance to the extent appropriate and consistent with the requirements of NEPA and Executive Order 14154.

B. NEPA Clearance

1. Full NEPA clearance with no conditions or restrictions:

Based on all information provided by the recipient, the NPS has made a NEPA determination for all activities listed in the Statement of Work (SOW) approved by the Financial Assistance Awarding Officer (FAAO) and the NPS LWCF Agency Official responsible for NEPA determination. The recipient is thereby authorized to use federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this award.

This authorization is specific to the project activities and locations as described in the SOW approved by the FAAO and the NPS LWCF Agency Official. Should conditions or the scope of the action change, the Recipient must notify the Federal Project Officer and receive written response and notice prior to proceeding. NPS will evaluate whether this determination remains applicable or if additional environmental review is necessary.

C. Other Award Specific Conditions

N/A

XII. STANDARD TERMS AND CONDITIONS

1. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, NPS Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- https://www.doi.gov/grants/doi-standard-terms-and-conditions
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. In the case of a Master Cooperative agreement, indirect costs will be incorporated at the Task Agreement level. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 15% minimus rate per 2 CFR 200.414. If the Federally negotiated rate changes during the period of performance, the newly approved rate must be implemented.

3. RESERVED

4. KEY OFFICIALS

A. Communications - The recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.

B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

5. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR

200.310 through 200.316 apply to this Agreement. All provided items must be consistently tracked and accounted for by the recipient and NPS both when provided to the recipient and upon return.

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the Financial Assistance Awarding Officer and the authorized representative of Recipient.

B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non–compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.

C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirement

i. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings You Must Report

i. Submit the information required about each proceeding that:
ii. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.
iii. Reached its final disposition during the most recent five-year period; and
iv. Is one of the following:
   a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or
   b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more; or

c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of $5,000 or more; or reimbursement, restitution, or damages more than $100,000; or
d) Any other criminal, civil, or administrative proceeding if:
   1. It could have led to an outcome described the award terms and conditions.
   2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
   3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in the award terms and conditions. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

i. For purposes of this award term and condition:
   a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.,* Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
   b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
   c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
      1. Only the Federal share of the funding under any Federal award with a recipient cost share; and

2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

9. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the purchase or use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per National Park Service Director Policy Memorandum 14-05, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as:

Scientific study, search and rescue operations, fire operations, and law enforcement. Administrative use includes the use of unmanned aircraft by:

(i) NPS personnel as operators or crew;
(ii) cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and
(iii) other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities follow all applicable FAA and Department of the Interior requirements.

10. PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement,

provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and

whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and
(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be

requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee, or their licensees.

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

11. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

12. SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS, or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to Section 508.gov, Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images
Provide a text equivalent for every non-text element (including photographs, charts, and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables
When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms
When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

13. ANTI–DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

14. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

15. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

16. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

17. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

18. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

20. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

21. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR §200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR§200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and Recipient. The program income must be used for costs incurred during the period of performance or allowable closeout costs. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

22. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty–free, non–exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

23. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required

disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

24. BUILD AMERICA, BUY AMERICA

Pursuant to 2 CFR Part 184 – Buy America Preferences for Infrastructure Projects. None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior. Additional information can also be found at the White House Made in America Office website: Made In America | OMB | The White House.

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: Approved DOI General Applicability Waivers | U.S. Department of the Interior.

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. If a general applicability waiver does not already apply, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver request submission requirements are described at: "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior.

Questions pertaining to waivers should be directed to the *Financial Assistance Awarding Officer*.

Definitions

The definitions applicable to this term are set forth at 2 CFR §184.3, the full text of which is incorporated by reference. For additional legal definitions and sourcing requirements, the recipient must consult the "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior, 2 CFR Part 184, and the OMB Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

25. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

26. EXECUTIVE ORDERS AND DEPARTMENT OF THE INTERIOR SERCRETARY ORDERS

Recipients must comply with all applicable Presidential Executive Orders found at: https://www.whitehouse.gov/presidential-actions/ and all applicable DOI Secretary's Orders found at: https://www.doi.gov/document-library/secretary-order that are in effect at the time of award, or that may take effect during the period of performance of the award.

LWCF

National Park Service
U.S. Department of the Interior

State and Local Assistance Programs

24-00443, RedGate Park Exclusion Development

Rockville, Montgomery, Maryland

Proposed Federal Action

Approval of a Land and Water Conservation Fund (LWCF) grant to partially fund grant number 24-00443, RedGate Park Exclusion Development, which includes RedGate Park the recipient, The Maryland Department of Natural Resources, will cooperate with the subrecipient, City of Rockville, to renovate a farm; develop Park design; renovate cart paths, removing existing asphalt; construct new playground; install park amenities including park benches, trash cans, educational signs, and picnic tables.

Categorical Exclusion

On the basis of the environmental impact information in the LWCF grant file, including the public and agency involvement documented on the associated Application and Revision Form, I am categorically excluding the described project from further NEPA analysis. The action is fully described in National Park Service - NEPA Handbook (2015), Section 3.3 F(5) which states, "Grants for the construction of new facilities within an existing park or recreation area, provided that the facilities will not: a. conflict with adjacent ownerships or land use, or cause a nuisance to adjacent owners or occupants, e.g., extend use beyond daylight hours; b. introduce motorized recreation vehicles; c. introduce active recreation pursuits into a passive recreation area; d. increase public use or introduce noncompatible uses to the extent of compromising the nature and character of the property or causing physical damage to it; or e. add or alter access to the park from the surrounding area.."

No extraordinary circumstances apply.
Executive Order 14154, Unleashing American Energy (Jan. 20, 2025), and a Presidential Memorandum, Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), require the Department to strictly adhere to the National Environmental Policy Act (NEPA), 42 U.S.C. §§ 4321 et seq. Further, such Order and Memorandum repeal Executive Orders 12898 (Feb. 11, 1994) and 14096 (Apr. 21, 2023). Because Executive Orders 12898 and 14096 have been repealed, complying with such Orders is a legal impossibility. The NPS verifies that it has complied with the requirements of NEPA, including the Department's regulations and procedures implementing NEPA at 43 C.F.R. Part 46 and Part 516 of the Departmental Manual, consistent with the President's January 2025 Order and Memorandum.

Keilah Spann 07/23/2025

Keilah Spann **Date**
Supervisory Compliance Officer
Land and Water Conservation Fund Program
National Park Service - Interior Region 2
Atlanta, Georgia 30303

RedGate Park Development
Budget Narrative

	Total Cost	LWCF Share	Match Share	Narrative
Architectural and Engineering Fees				
Design*	$500,000	$250,000	$250,000	Includes Natural Resources Inventory/Forest Stand Delineation plan, which is required for development and which began on 5/17/2024; Includes final design for park development
Site Work				
Site Work	$900,000	$450,000	$450,000	Includes grading, installation of water and electric utilities, stormwater management, forestry requirements, ADA compliance, and all regulatory compliance as determined in design phase
Meadow Restoration	$100,000	$50,000	$50,000	
Construction				
Community Garden Construction	$300,000	$150,000	$150,000	Construction of public community garden with multiple plots of varying sizes
Path Reconfiguration	$100,000	$50,000	$50,000	Exact path plan to be determined in design phase; path reconfiguration may include removing or refurbishing old asphalt paths or rerouting in order to create ADA-compliant access
Playground Construction	$1,000,000	$500,000	$500,000	Installation of new playground with features for a variety of play
Miscellaneous				
Park benches, trash cans, educational signage, and picnic tables	$100,000	$50,000	$50,000	Approximately 10 park benches, 10 trash cans, 10 educational signs, and 10 picnic tables, all to be secured onsite
Total	**$3,000,000**	**$1,500,000**	**$1,500,000**	

*Pre-award design costs starting 5/17/2024

How was this budget developed?

The budget is based on estimates from the RedGate Master Plan.

Are there any items not included in this budget that contribute to the project (e.g. previous planning, design, outreach efforts)?

The City of Rockville has already paid approximately $100,000 for the Re-Imagining RedGate Park Master Planning process.

What are the sources and amounts of your matching funds?

Matching funds will be provided from the City of Rockville budget (local funds).

TIMELINE

- 5/17/2024 – start of design phase, including natural resource inventory and forest stand delineation, which are required for this development
- 10/2025 – 10/2026 Design Phase: final design, permitting, and regulatory approvals (mandatory referral, stormwater management, forestry, etc.)
- 11/2026-9/2028 – Construction (construction bid, construction, punch list, as-builts, etc.)
- 9/30/2028 – Newly developed park open to the public

RedGate Park and Arboretum –

Land Water Conservation Fund Grant Acceptance

Mayor and Council

November 17, 2025

City of Rockville 967

Outline

- Mayor and Council Guiding Principles
- LWCF Grant Timeline
- RedGate Park Master Plan
- Recreation and Parks Strategic Plan
- City Parks with LWCF Grants
- LWCF Approved Site Plan (Round 1 Funding)
- LWCF Grantee Compliance and Commitments
- LWCF Future Funding
- LWCF Implementation Update
- Recommend Acceptance LWCF Grant

Mayor and Council Guiding Principles

✓ **Economic Development**

✓ **Public Safety**

✓ **Effective and Efficient Service Delivery**

✓ **Stewardship of the Environment and Infrastructure**

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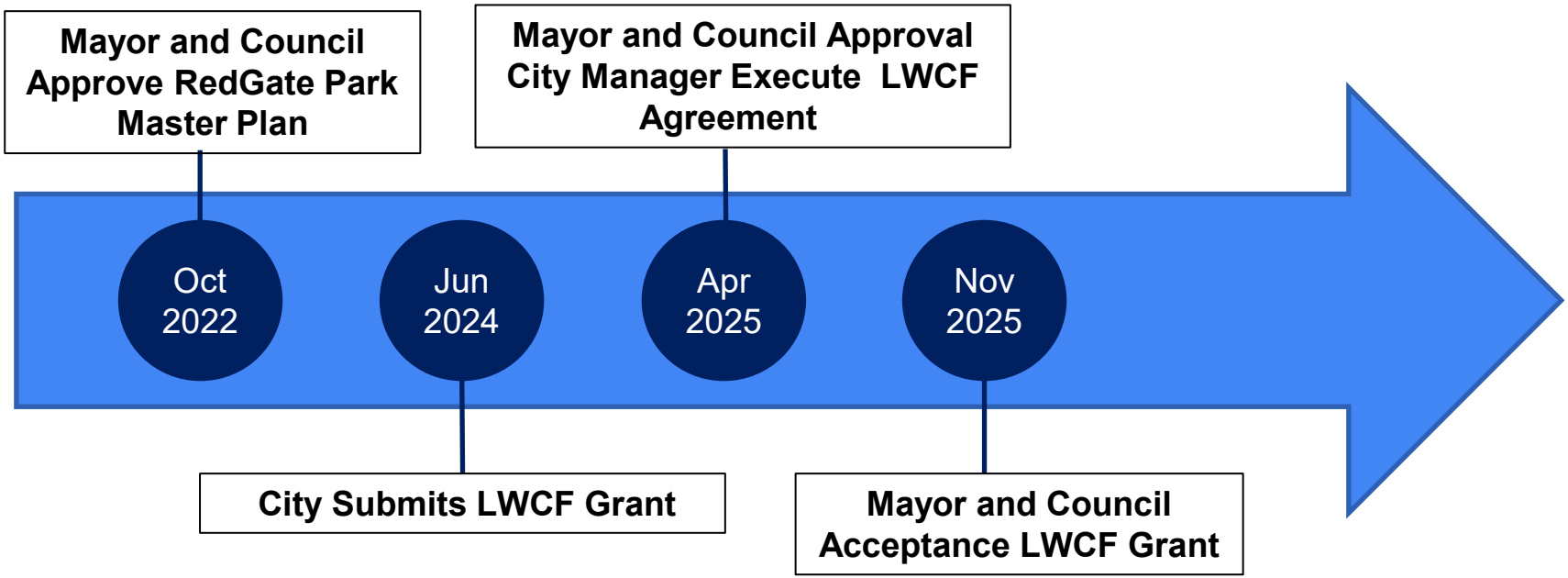
LWCF Grant Timeline



970

RedGate Park Master Plan

Program Priorities & Identified Needs

Pathway Network

Playground

Picnic Pavilions and Restrooms

Arboretum

Guiding Principles
Universal Site Design
Environmental Site Design
Accessibility

Dog Park

Meadows, Passive Lawn, Feature Landscapes

Amphitheater and Deck Overlook

Community Gardens

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Recreation and Parks Strategic Plan

Big Moves

VISION
To be THE place to make lifelong memories as you live, work, play and thrive

Design, develop, and maximize the use of RedGate Park as a community asset and a regional destination.

Continue to identify new and dedicated funding sources to ensure long-term financial sustainability.

MISSION
To nurture community connections

Recreation and Parks Strategic Plan

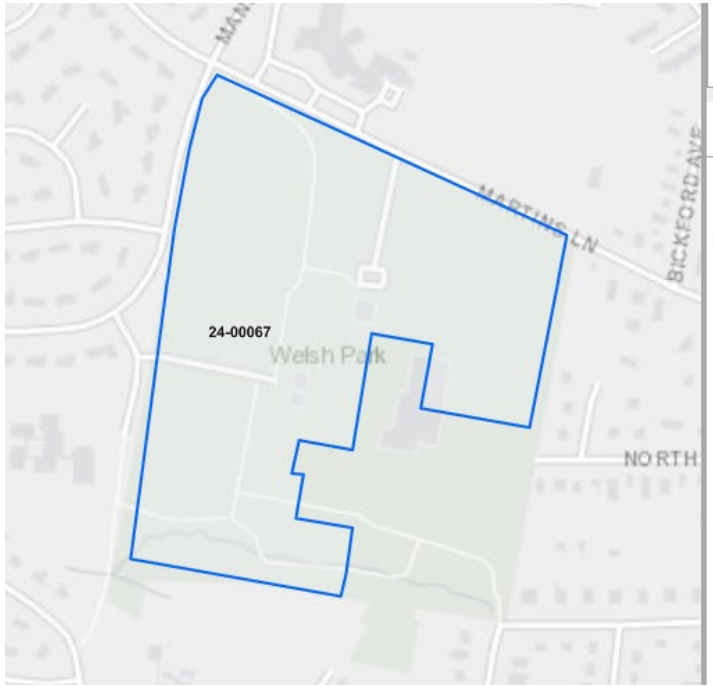
Program Priorities & Identified Needs

Deficiencies
Level of Service Standards

- ✓ Picnic Pavilions – 5
- ✓ Multiuse/Natural Trails – 8 miles
- ✓ Dog Park – 1
- ✓ Special Use/Cultural Facilities – 3,000 sq ft
- ✓ Restrooms in Parks

City Parks supported by LWCF

- ✓ **Welsh Park**: 1971, 23.81 acres, Development, $16,737 (Basketball, Tennis, Action Tennis Courts)



Montgomery

< 5 of 59 >

24-00067 Welsh Park

Type	Development
Grant Amount	$16,737.5
Grant Start Date	1/4/1968
Grant End Date	2/28/1971
Sponsor	City of Rockville
County	Montgomery
GIS Acres	23.81
Status	Closed-Completed

LWCF Boundary Map

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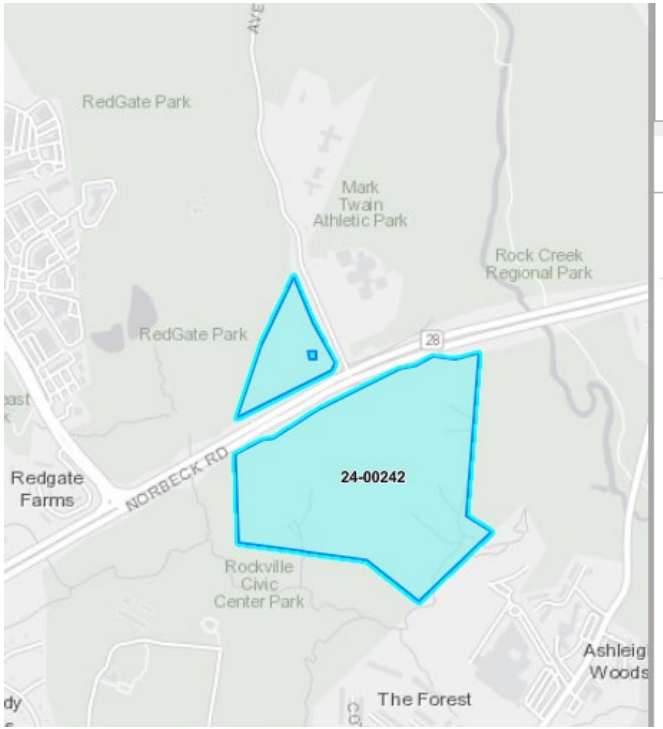
City Parks supported by LWCF

- ✓ **RedGate and Civic Center Parks**: 1973, 61.95 acres, Acquisition, $441,903



Geographic County is

Montgomery

< 1 of 59 >

24-00242 Shapiro Park Acquisition # 1 and 2

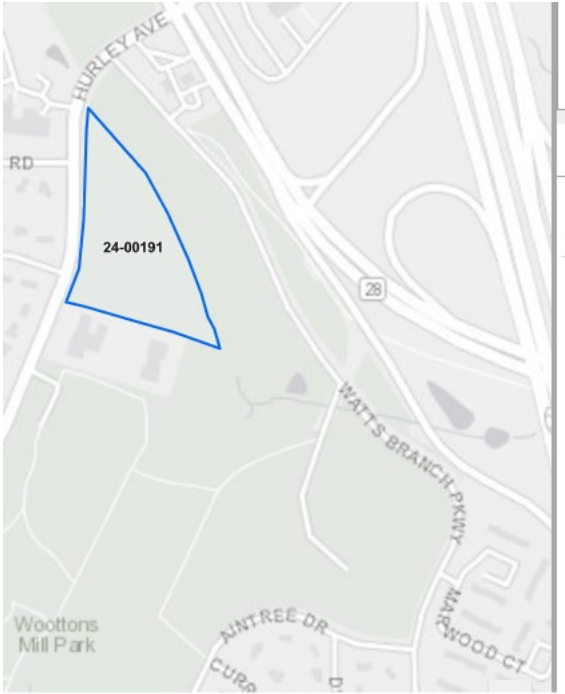
Type	Acquisition
Grant Amount	$441,903.91
Grant Start Date	3/19/1973
Grant End Date	12/30/1973
Sponsor	City of Rockville
County	Montgomery
GIS Acres	61.95
Status	Closed-Completed

LWCF Boundary Map

975

City Parks supported by LWCF

- ✓ **Woottons Mill Park**: 1974, 4.33 acres, Acquisition, $48,244



Geographic County is

Montgomery

< 56 of 59 >

24-00191 Carter Tract Acquisition 1

Type	Acq & Dev
Grant Amount	$48,244.69
Grant Start Date	9/27/1971
Grant End Date	6/30/1974
Sponsor	City of Rockville
County	Montgomery
GIS Acres	4.33
Status	Closed-Completed

Last edited by MPICKEL on 10/17/2025, 9:55 AM.

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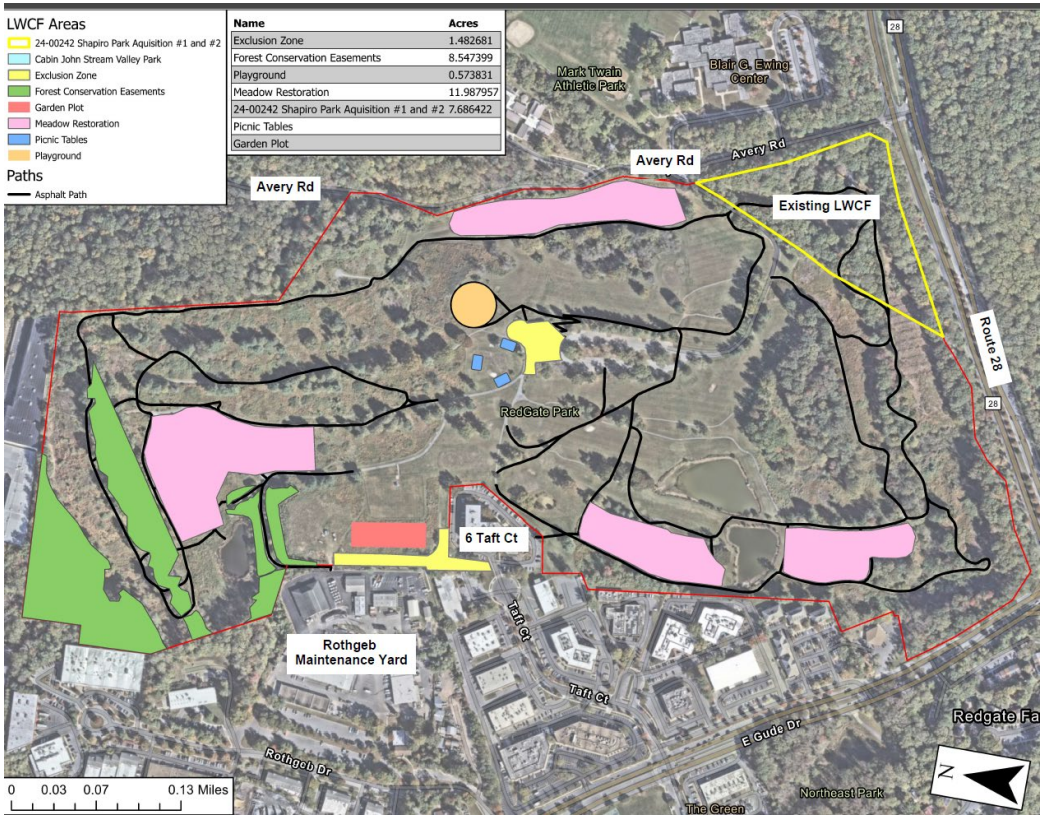
LWCF Approved Round 1Grant Site Plan

Community gardens, meadows, playground, picnic tables, and sections of multiuse/nature trails



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LWCF Grantee Compliance and Commitments

The Land and Water Conservation Fund is intended to create and maintain a nationwide legacy of quality public outdoor recreational resources as well as to stimulate non-federal investments in the purchase, development, maintenance and protection of these highly valued outdoor recreational areas. Per section 6(f)(3) of the Land and Water Conservation Fund Act, "No property acquired or developed with assistance under this section shall, without the approval of the Secretary of the Department of the Interior, be converted to other than public outdoor recreation uses."

Declaration of the area for outdoor recreational use in perpetuity.

Increase the number of protected State, tribal, and local outdoor recreation resources and to ensure their availability for public use in perpetuity.

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LWCF Grantee Compliance and Commitments

Development/Rehabilitation – Projects involving the creation, improvement, or restoration of public outdoor recreation facilities, including:

- Development of new outdoor recreation amenities or facilities.
- Renovation or enhancement of existing outdoor recreational infrastructure.
- Design and construction work associated with these improvements.
- Multiple development projects within the same park may be included under one grant application

979

LWCF Future Funding

- 2025 Round 1 - Funding Approved $1.5 million (If accepted by Mayor and Council)
- 2025/2026 Round 2 - LWCF Grant Application, City requested $1.2 million for design and construction of multiuse/nature trails, deck overlook, and arboretum features.

980

Outcome

- If the city does not accept the Round 1 funding, the city will not be in good standing with the National Park Service and Maryland's Department of Natural Resources for future competitive grants. LWCF Round 2 process will be abandoned.
- Potentially affecting future grant opportunities.

981

LWCF Round 1 Implementation Update

- Pre Design - June 2025 to January 2026
- Design and Permitting – February 2026 to Februrary 2027
- Pre Construction – February 2027 to July 2027
- Construction – July 2027 to July 2028
- Substantial Completion October 2028 – If needed, grant allows an extension request.

LWCF Round 2 ($1.2 million)

- April 2026 Mayor and Council Approval (expected award September 2026)
- Design and construction of multiuse/nature trails, deck overlook, arboretum features.

982

Recommended Action

- Acceptance of $1.5 million LWCF Grant
- *Suggested Motion*: I move to accept the $1,500,000 Land and Water Conservation Fund Grant for RedGate Park and Arboretum.

983

MAYOR AND COUNCIL Meeting Date: November 17, 2025
Agenda Item Type: WORKSESSION
Department: POLICE
Responsible Staff: MAJOR BILL NIEBERDING

Subject
Public Safety

Department
Police

Recommendation
N/A

Discussion
The Rockville City Police Department maintains a staff of both sworn personnel (law enforcement officers) and professional staff who support the mission of the police department by handling many services for the community that do not require a sworn officer. The non-sworn positions include police communication operators (dispatchers), parking enforcement officers, neighborhood services officers (animal control) and the administrative support staff. The department was granted two new professional staff positions the FY26 budget, which have allowed the police department to better serve the community with improved efficiency and quality.

The department added two important positions for our sworn personnel. These positions were developed through internal promotions of existing staff. The department now has a designated Training Sergeant. The Training Sergeant oversees the management and organization of all mandatory training sworn officers must complete from year to year for the purpose of Maryland certification. This includes the keeping of training records and onboarding newly hired officers. The Training Sergeant also serves as the department liaison and support instructor to the police training academies when recruit officers attend their mandatory basic training.

The department designated a Sergeant in the Office of Professional Responsibility. This position replaced the Lieutenant assigned in the office. The Lieutenant is more appropriately assigned to a command position within our Field Services Bureau and now serves as a nightshift command official. The Department assigned a Corporal to the Office of Professional Responsibility. The

Office of Professional Responsibility conducts all administrative investigations, background investigations and investigates community complaints. The department has never had two dedicated investigators in this office before; however, to meet mandates of the Maryland Police Accountability Act of 2021, this personnel shift was necessary. The Office of Professional Responsibility is paramount to the police department's tenet of legitimacy and accountability to our community.

The department expanded the police department's Community Engagement Officer (CEO) program by assigning an officer to Wootton High School for the 2025-2026 school year. This new position extends the police department's outreach in the public school system for the mutual benefit of the school staff, parents and public-school students. This new assignment will work in the same capacity as the CEO assigned to Richard Montgomery High School.

The department has filled all vacant police positions since November of 2024, which constitutes a total of 18 new police officers. Those police officers are comprised of lateral or experienced police officers from other jurisdictions and police recruits who are currently attending basic police academy sessions. The department has 11 recruit officers in two academies, the Montgomery County Police Academy and the Frederick Police Academy. Those classes will graduate in December and January. This will put 11 more police officers on duty in the City of Rockville. The full complement of sworn staff will allow the department to increase staffing in specialized units and to provide additional law enforcement services to the community.

The statistics of police service-related activity from calendar years 2023 to July 2025 yield a typical pattern in an otherwise low crime and safe place to live. The most significant statistic to note is the number of calls for service volume handled by the police department. Not only is the Rockville City Police Department now handling 83% of calls for service in the city, the number of calls for service handled by the department increased by 49% from 2023 to 2024 and is trending the same in 2025. The overall larger volume of calls for service is the most accurate measure of actual workload that the police department is now maintaining with current staffing. Higher numbers of calls for service can potentially impact response time. There are no significant changes in types of crime within the City of Rockville. The department continues to deploy officers based on a geographical beat plan; however, the department is changing the current beat plan to ensure equity in police service across the city.

The department's role in serving the community has grown with the population of the city. With growth, came the need to streamline roles and responsibilities. This was the purpose for acquiring additional personnel both in our sworn staff and our professional staff. Many of the administrative staff have been cross trained in the services that are provided by the department. Some examples of services that members of the police department were cross trained are Maryland Public Information Act requests, property management, supply tasks, and staffing public services provided at the department.

The department will continue to seek out the most efficient and effective methods to provide the highest level of service to the community.

Mayor and Council History

The last public safety work session was held before the Mayor and Council on February 26, 2024.

Next Steps

The work session will be held before the Mayor and Council.

Attachments

2025 Public Safety Work Session

2025 Public Safety Work Session

November 17, 2025

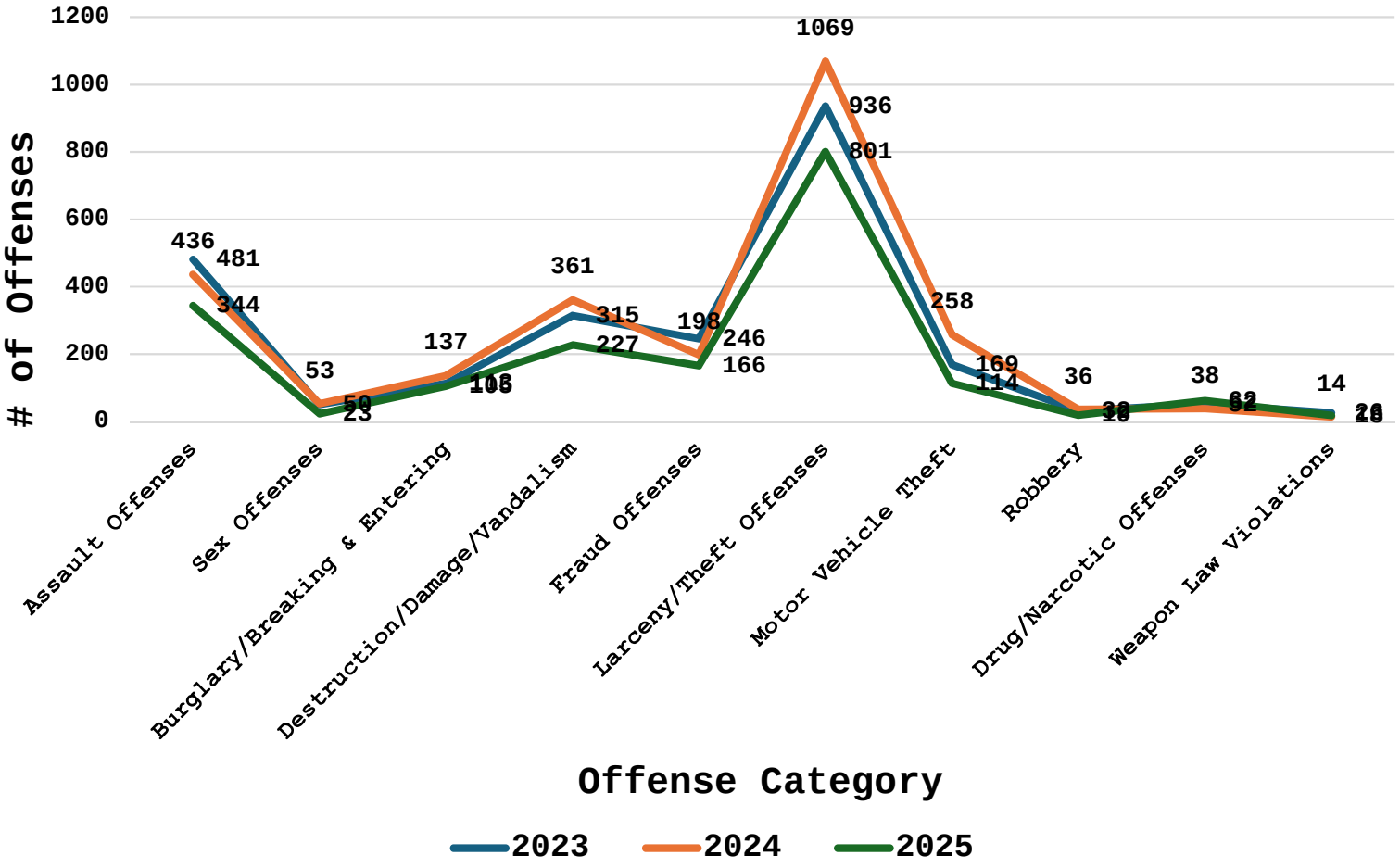
City of Rockville Police

NIBRS Offenses in Rockville

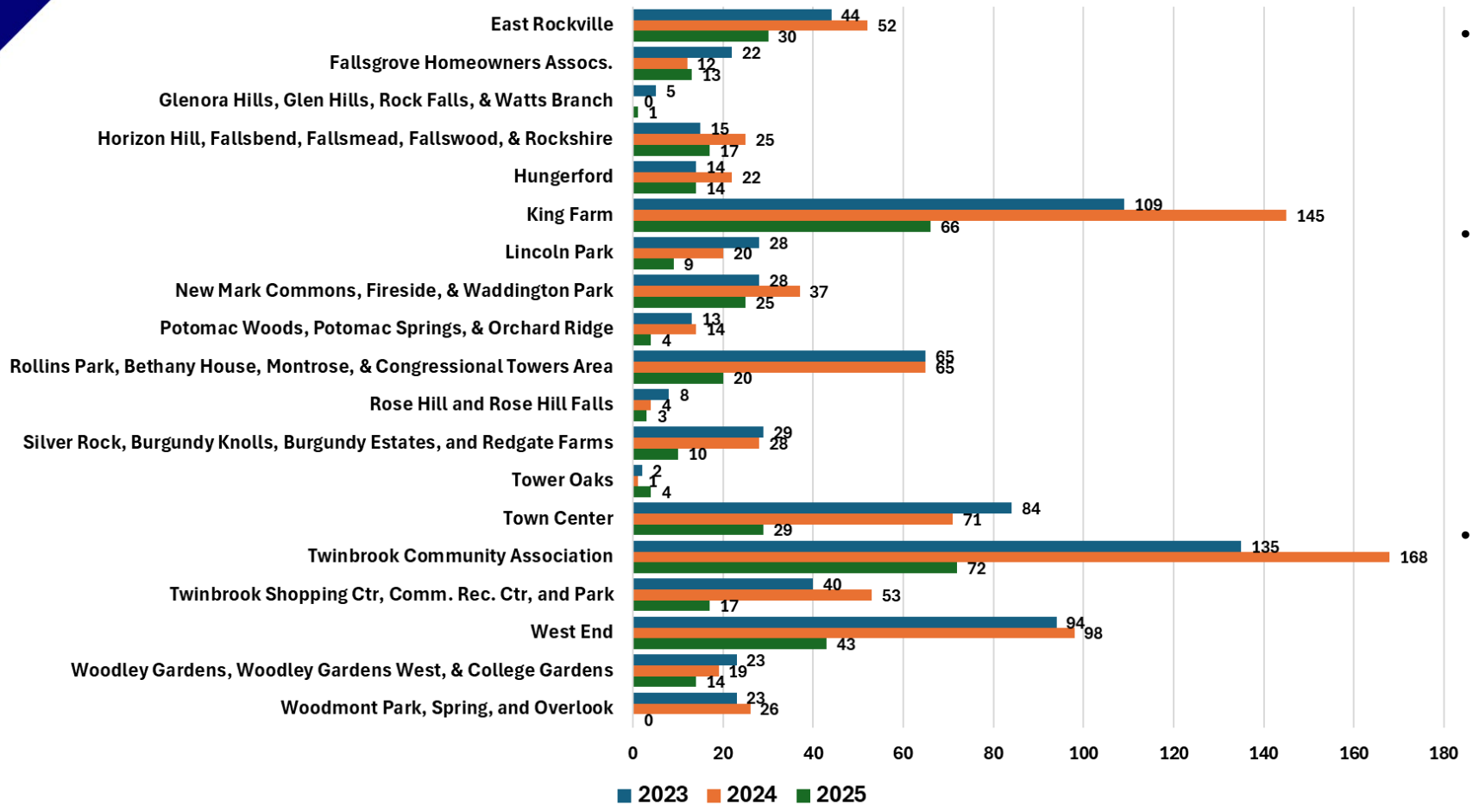
	2023	2024	2025	Percent Change 2023-2024
Persons	540	499	371	-8%
Assault Offenses	481	436	344	-9%
Homicide Offenses			3	0%
Human Trafficking Offenses	9	8	1	-11%
Kidnapping/Abduction		2		100%
Sex Offenses	50	53	23	6%
Property	1836	2073	1447	13%
Arson	5	2	2	-60%
Burglary/Breaking & Entering	113	137	105	21%
Destruction/Damage/Vandalism	315	361	227	15%
Embezzlement	10	7	11	-30%
Extortion/Blackmail	10	5	2	-50%
Fraud Offenses	246	198	166	-20%
Larceny/Theft Offenses	936	1069	801	14%
Motor Vehicle Theft	169	258	114	53%
Robbery	32	36	19	13%
Society	481	452	327	-6%
All Other Offenses (in Group B):				
Mental Illness	3	3	8	0%
Mental Illness - EEP	299	311	218	4%
Mental Transport - ONLY	56	23	6	-59%
Animal Cruelty	1		2	-100%
Disorderly Conduct	44	63	13	43%
Drug/Narcotic Offenses	52	38	62	-27%
Weapon Law Violations	26	14	18	-46%
Total	2857	3024	2145	6%

- This chart summarizes key NIBRS offenses, but not all offenses within Rockville where a police report was written.
- The data presented for 2025 covers January 1st through October 31st. 2023 and 2024 follow the calendar year of January 1st through December 31st.
- Per NIBRS: Offenses are counted by the number of Offenses committed per Victim in a crime and uses the Start Date (when the crime occurred) and not the Report Date (when the crime was reported) as the time period reference.

Selected NIBRS Offenses in Rockville

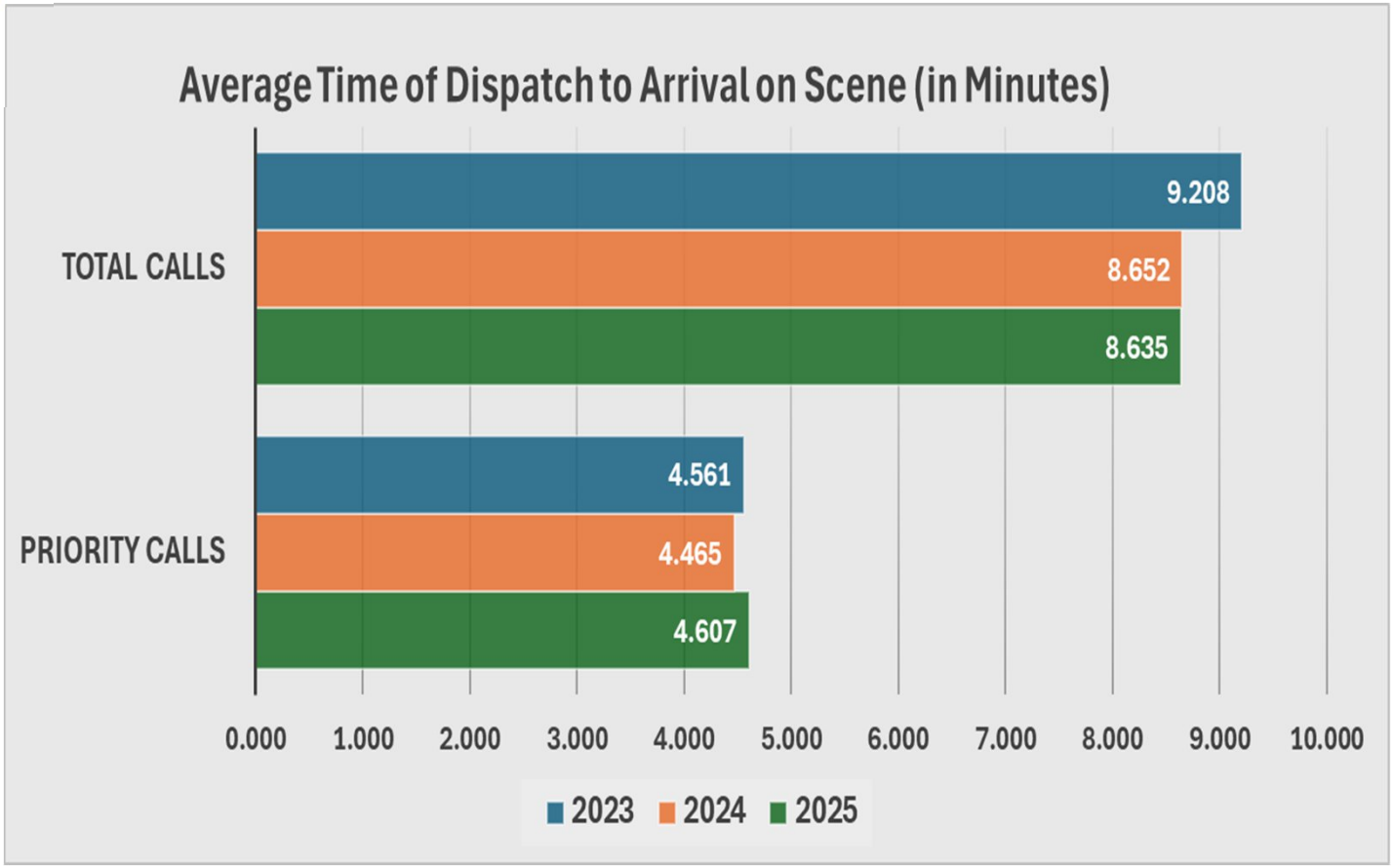


Incidents with a Written Case Report by Neighborhood



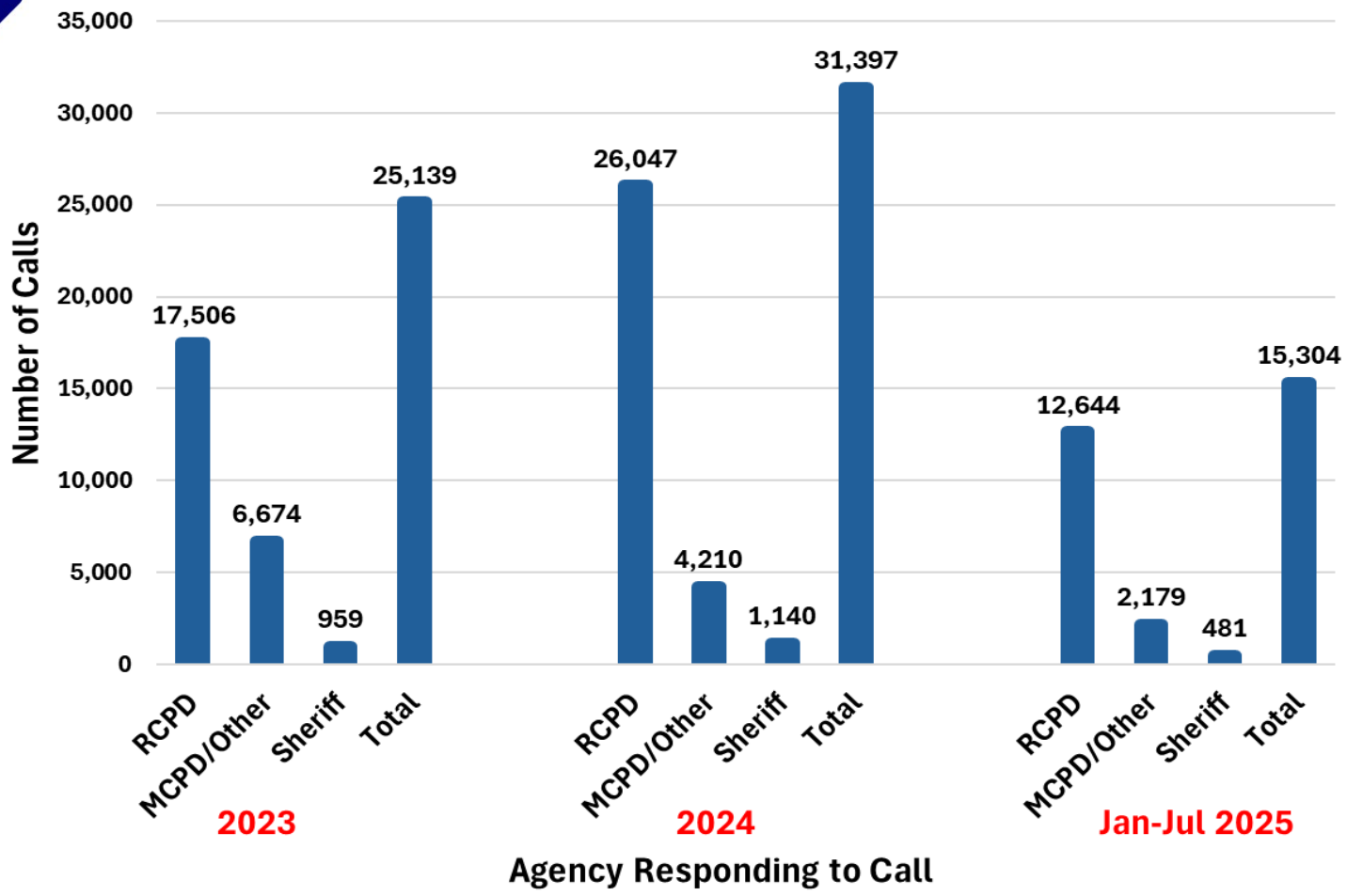
- This chart shows the selected NIBRS offenses by neighborhood.
- Some neighborhoods in Rockville are significantly larger in area, which accounts for larger numbers.
- The data came from Accurint's VCC, which determines neighborhoods by recognized associations.

RCPD Response Time



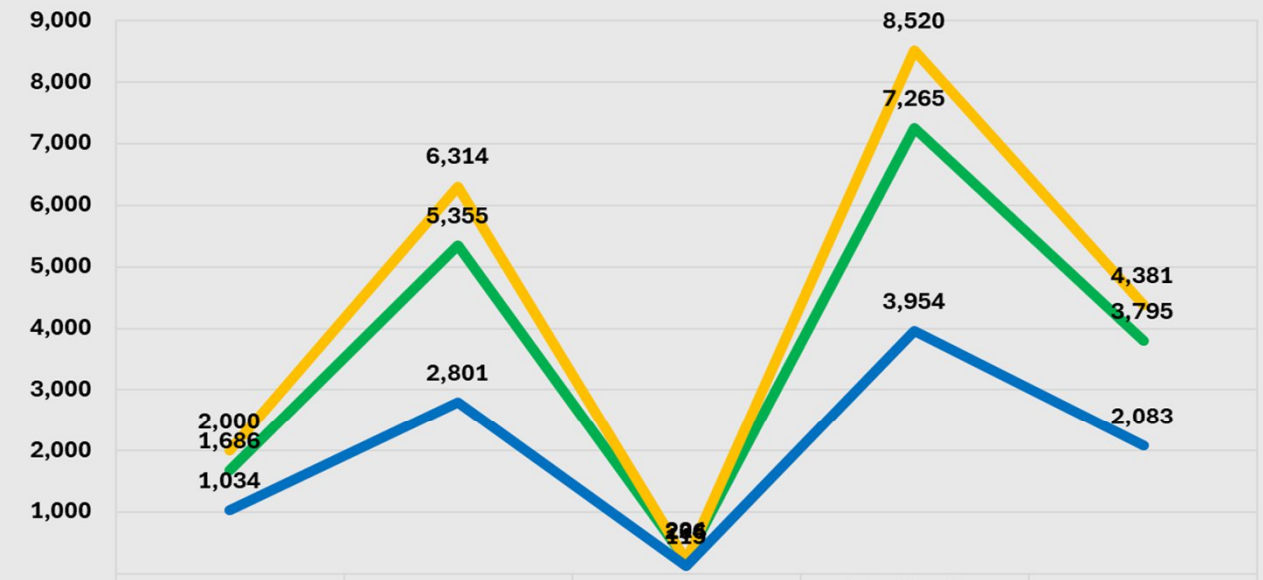
- The Average Response Time of the RCPD improved each year for both the Total Calls and those calls designated as Priority, which require an urgent police response.
- The average time for a call being dispatched to an RCPD officer arriving on scene improved from 9.2 minutes in 2023 to 8.6 minutes in 2025.
- For Priority, Urgent Calls the Average Response Time Improved from 4.5 minutes in 2023 to 4.6 minutes in 2025.

Calls within Rockville



- In 2025 and 2024, the RCPD has responded to 83% of all Calls within Rockville, which is 13% more than in 2023.
- In addition, the Call Volume handled by the RCPD increased 49% from 2023 to 2024, and has continued this trajectory in 2025.

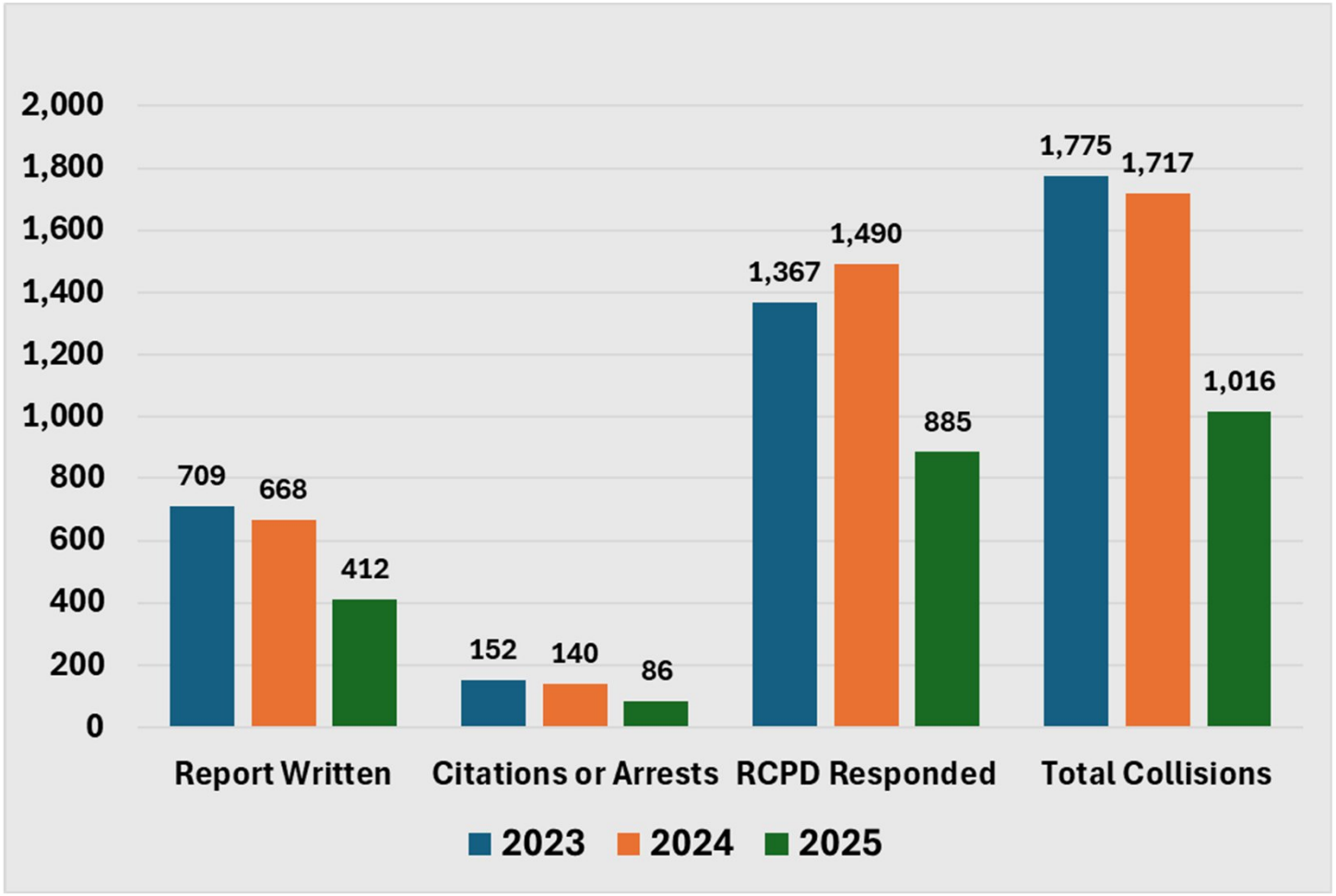
RCPD Traffic Enforcement Actions



	Citations	Warnings	SEROS	Total Traffic Enforcement Actions	Total Traffic Stops
2023	1686	5355	224	7265	3795
2024	2000	6314	206	8520	4381
2025	1034	2801	119	3954	2083

- The RCPD Traffic Enforcement numbers increased across all categories from 2023 to 2024 and look to continue this trajectory in 2025.
- More than one Citation (aka Traffic Ticket), Warning, and SERO (Safety Equipment Repair Order for a Vehicle) can be issued at one Traffic Stop.

Traffic Collisions in Rockville



- The Traffic Collision statistics remained consistent.
- The RCPD responded to 87% of the Traffic Collisions in 2024 and 2025, an increase from 77% in 2023.
- The source for the Traffic Collision numbers came from Calls for Service.

MAYOR AND COUNCIL Meeting Date: November 17, 2025
Agenda Item Type: MOCK AGENDAS
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: SARA TAYLOR-FERRELL

Subject

Mock Agenda

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommend the Mayor and Council review and provide comment.

Attachments

Mock Agenda 12.1.25

MAYOR AND COUNCIL

Meeting No.
Monday, December 1, 2025 - 5:30 PM

MOCK AGENDA

Agenda item times are estimates only. Items may be considered at times other than those indicated.

Ways to Participate

If you require a reasonable accommodation, for community forum or a public hearing and need reasonable accommodations, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280 or cityclerk@rockvillemd.gov or by filling this form: https://www.rockvillemd.gov/FormCenter/City-Manager-2/Request-a-Reasonable-Accommodation-50

Translation Assistance

If you wish to participate in person at a Mayor and Council meeting during community forum or a public hearing and may need translation assistance in a language other than English, please contact the City Clerk's Office by the Wednesday before the Monday meeting at 240-314-8280, or cityclerk@rockvillemd.gov, or by using this form: https://www.rockvillemd.gov/FormCenter/City-Clerk-11/Sign-Up-for-Translation-Assistance-at-Co-368

In-Person Attendance

Community members attending in-person who wish to speak during Community Forum, or a Public Hearing, should sign up using the form at the entrance to the Mayor and Council Chamber. In-person speakers will be called upon in the order they are signed to speak and before virtual speakers.

Note: In-Person Speakers will be called upon to speak before those who have signed up to speak virtually for Community Forum and Public Hearings.

Viewing Mayor and Council Meetings

The Mayor and Council are conducting hybrid meetings. The virtual meetings can be viewed on Rockville 11, Comcast, Verizon cable channel 11, livestreamed at www.rockvillemd.gov/rockville11, and available a day after each meeting at www.rockvillemd.gov/videoondemand.

Participating in Community Forum & Public Hearings:

If you wish to submit comments in writing for Community Forum or Public Hearings:

- Please email the comments to mayorandcouncil@rockvillemd.gov no later than 10:00 am on the date of the meeting.

If you wish to participate in-person or virtually in Community Forum or Public Hearings during the live Mayor and Council meeting:

1. Send your Name, Phone number, For Community Forum and Expected Method of Joining the

Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov no later than 10:00 am on the day of the meeting. Each speaker will receive 3 minutes.
2. Send your Name, Phone number, the Public Hearing Topic and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov no later than 10:00 am on the day of the meeting.
3. On the day of the meeting, you will receive a confirmation email with further details, and two Webex invitations: 1) Optional Webex Orientation Question and Answer Session and 2) Mayor & Council Meeting Invitation.
4. Plan to join the meeting no later than approximately 20 minutes before the actual meeting start time.
5. Read for https://www.rockvillemd.gov/DocumentCenter/View/38725/Public-Meetings-on-Webex meeting tips and instructions on joining a Webex meeting (either by computer or phone).
6. If joining by computer, Conduct a WebEx test: https://www.webex.com/test-meeting.html prior to signing up to join the meeting to ensure your equipment will work as expected.

Participating in Mayor and Council Drop-In (Mayor Ashton and Councilmember Shaw)
The next scheduled Drop-In Session will be held by phone or in-person on Monday, December 8 from 5:15 pm - 6:15 pm with Mayor Ashton and Councilmember Shaw. Please sign up by 10 am on the meeting day using the form at: https://www.rockvillemd.gov/formcenter/city-clerk-11/sign-up-for-dropin-meetings-227

1. **Convene - 5:30 PM**

2. **Pledge of Allegiance**

3. **Proclamation and Recognition - 5:35 PM**

    A. Proclamation Declaring December 26, 2025 - January 1, 2026, as Kwanzaa in Rockville, Maryland

    B. Proclamation Declaring December 10, 2024, as Human Rights Day in Rockville, Maryland

4. **Agenda Review - 6:30 - PM**

5. **City Manager's Report - 6:35 PM**

6. **Boards and Commissions Appointments and Reappointments - NONE**

7. **Community Forum - 6:40 PM**

8. **Special Presentations - NONE**

9. **Consent Agenda - 7:00 PM**

    A. Approval of Minutes

10. **Public Hearing - NONE**

11. **Action Items - 7:05 PM**

A. Authorization to File Zoning Text Amendment to Revise and Replace Chapter 25 of the City Code, also Known as the Zoning Ordinance

B. Authorization to File a Comprehensive Map Amendment Application to Implement the Zoning Ordinance Rewrite

12. Worksession- NONE

13. Mock Agenda - 8:20 PM

14. Old / New Business - 8:25 PM

15. Adjournment - 8:45 PM