



MONTGOMERY COUNTY PLANNING DEPARTMENT
THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

MCPB
Item # _____
May 3, 2007



MEMORANDUM

DATE: April 20, 2006

TO: Montgomery County Planning Board

VIA: Rose Krasnow, Chief *RK*
Catherine Conlon, Supervisor
Development Review Division

FROM: Dolores Kinney, Senior Planner (301) 495-1321 *DK*
Development Review

REVIEW TYPE: Preliminary Plan Review

APPLYING FOR: Subdivision of Part of Lots 443, 444, 447, 449 and Lot 627

PROJECT NAME: The Rugby Condominium

CASE #: 120060290 (Formerly 1-06029)

REVIEW BASIS: Chapter 50, Montgomery County Subdivision Regulations

ZONE: CBD-1

LOCATION: Located on the north side of Rugby Avenue at the intersection of Auburn and Rugby Avenues, approximately 300 feet east of Norfolk Avenue

MASTER PLAN: Bethesda Chevy Chase Central Business District (CBD) Sector Plan

APPLICANT: 4851 Rugby Avenue, LLC

ENGINEER: VIKI, Inc.

ATTORNEY: Shulman, Rogers, Gandal, Pordy & Ecker, P.A.

HEARING DATE: March 30, 2006, May 3, 2006



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STAFF RECOMMENDATION: Approval, pursuant to Chapter 50 of the Montgomery County Subdivision Regulations, and subject to the following conditions:

- 1) Approval under this preliminary plan is limited to 61 multi-family dwelling units including a minimum of 12.5% MPDUs.
- 2) The Applicant must comply with conditions of approval for Project Plan #920070050 (formerly #9-06005).
- 3) Final number of dwelling units and MPDU's as per condition #1 above to be determined at the time of site plan.
- 4) The Applicant must comply with conditions of MCDPWT letter dated, March 9, 2006, unless otherwise amended.
- 5) The Applicant must comply with the conditions of approval of the MCDPS stormwater management approval dated October 7, 2005.
- 6) Applicant must provide one bike rack in front of the entrance and four bicycle lockers in the proposed structured parking garage.
- 7) The Applicant must participate with others, including Park and Planning and the Department of Public Works and Transportation, to reconfigure the intersection of Rugby Avenue at Auburn Avenue for improved pedestrian access and safety.
- 8) The Applicant must dedicate all road rights-of-way shown on the approved preliminary plan to the full width mandated by the Master Plan unless otherwise designated on the preliminary plan.
- 9) The applicant must construct all road improvements within the rights-of-way shown on the approved preliminary plan to the full width mandated by the master plan and to the design standards imposed by all applicable road codes. Only those roads (or portions thereof) expressly designated on the preliminary plan, "To Be Constructed By _____" are excluded from this condition.
- 10) The Adequate Public Facility (APF) review for the preliminary plan will remain valid for sixty-one (61) months from the date of mailing of the Planning Board opinion.
- 11) Other necessary easements must be shown on the record plat.

SITE DESCRIPTION:

The property, identified as Part of Lots 443, 444, 447, 449 and Lot 627 (Subject Property), is on the north side of Rugby Avenue, approximately 800 feet west of the intersection with Wisconsin Avenue (MD 355) (Attachment A). The Subject Property is zoned CBD-1 and contains a gross tract area of 0.47 acres (20,258 s.f.). Previous dedication reduced the gross square footage of the tract to 15,835 square feet. Several structures currently exist on the property and will be removed.

PROJECT DESCRIPTION:

This is a preliminary plan application to create one (1) lot for a maximum of 61 multi-family dwelling units including a minimum of 12.5% MPDUs (Attachment B). This preliminary plan is being reviewed concurrently with Project Plan #920070050. Access to the site will be directly from Rugby Avenue.

Recent Preliminary Plan Activity

The subject preliminary plan and associated project plan were presented to the Planning Board at a public hearing on March 30, 2006 at which time The Planning Board denied the project. The project exceeded the height requirement for the CBD-1 zone. Since that time, a new project plan application has been submitted and reviewed and is being concurrently presented with this revisited preliminary plan.

ANALYSIS AND FINDINGS:

Master Plan Compliance

The proposed preliminary plan is subject to the 1994 Sector Plan for the Bethesda Central Business District and the 2006 Woodmont Triangle Amendment. The 1994 Sector Plan for the Bethesda Central Business District recommends residential development at the northern end of the district. Page 97 of the sector plan identifies properties along Rugby Avenue which are zoned CBD-1 that have the potential of being assembled for optional method development and recommends a height limitation of 90 feet. Section 59-C-6.235 (b) of the Zoning Ordinance also requires a maximum height of 90 feet for optional method development. The 2006 Woodmont Triangle Amendment does not specifically identify the site but maintains the CBD-1 zone and encourages the development of housing. The preliminary plan proposes redevelopment for multi-family residential with MPDUs and a maximum building height of 90 feet in accordance with the master plan goals.

Transportation

Site Location, Access, Circulation and Parking

The proposed access driveway is aligned with Auburn Avenue within the Auburn Avenue/Rugby Avenue intersection. Future roadway improvements to this intersection may involve a geometric modification that will improve pedestrian access across the intersection.

Local Area Transportation Review (LATR)

The proposed development of 61 residential units is anticipated to generate 18 morning peak hour trips and 18 evening peak hour trips during a regular weekday. As such, the development does not require a traffic impact study (per the LATR Guidelines). However, a detailed traffic impact statement was provided to discuss the likely impact to the adjacent transportation infrastructure.

The traffic impact statement concluded that no significant impact or increase in congestion is anticipated. All nearby intersections currently operate within the established Bethesda CBD Critical Lane Volume (CLV) threshold of 1,800 vehicles.

Master Plan Roadways and Bikeways

Rugby Avenue is a residential street in Bethesda's Central Business District with an ultimate right-of-way of 60 feet east of Auburn Avenue. Auburn Avenue is a Business Street of sixty feet ultimate right-of-way. As the proposed development occupies the northern side of Rugby Avenue east of its intersection with Auburn Avenue, the applicant will dedicate land to equal thirty feet, as measured from the centerline, in accordance with the Bethesda CBD Sector Plan.

According to the Countywide Bikeways Functional Master Plan, an alternative shared-use path (SR-7 & SR – 10) is proposed to access the National Institute of Health property north of the site via a Glenbrook Road alignment. No proposed or existing bicycle facilities are located within the proposed development.

Pedestrian Access

The northern side of Rugby Avenue does not have a marked pedestrian crosswalk at the intersection of Auburn Avenue. There are long term plans for more efficient traffic circulation through this intersection, at which time the applicant will participate on a pro rata basis with other parties to implement this improvement. The project proposes to tie into the existing network of pedestrian facilities within the Bethesda CBD.

Environmental

There are no environmentally sensitive features on the Subject Property. The property was granted an exemption from forest conservation on July 26, 2005.

Stormwater Management

On October 7, 2005, the MCDPS Stormwater Management Section approved the project's stormwater management concept, which includes topsoiling and an engineered sediment control plan for water quality control.

Conformance to the Subdivision Regulations and Zoning Ordinance

Staff's review of Preliminary Plan #120060290 (formerly 1-06029), The Rugby Condominium, indicates that the plan conforms to the 1994 Sector Plan for the Bethesda Central Business District and the 2006 Woodmont Triangle Amendment. The proposed preliminary plan is consistent with the master plan goals to encourage redevelopment and housing in the north end of the central business district.

Staff also finds that the proposed preliminary plan complies with all agency requirements and Chapter 50 of the Montgomery County Code, Subdivision Regulations, in that public facilities will be adequate to support and service the area of the proposed subdivision, as shown in Attachment C. Staff further finds that the size, width, shape, and orientation of the proposed lot is appropriate for the location of the subdivision.

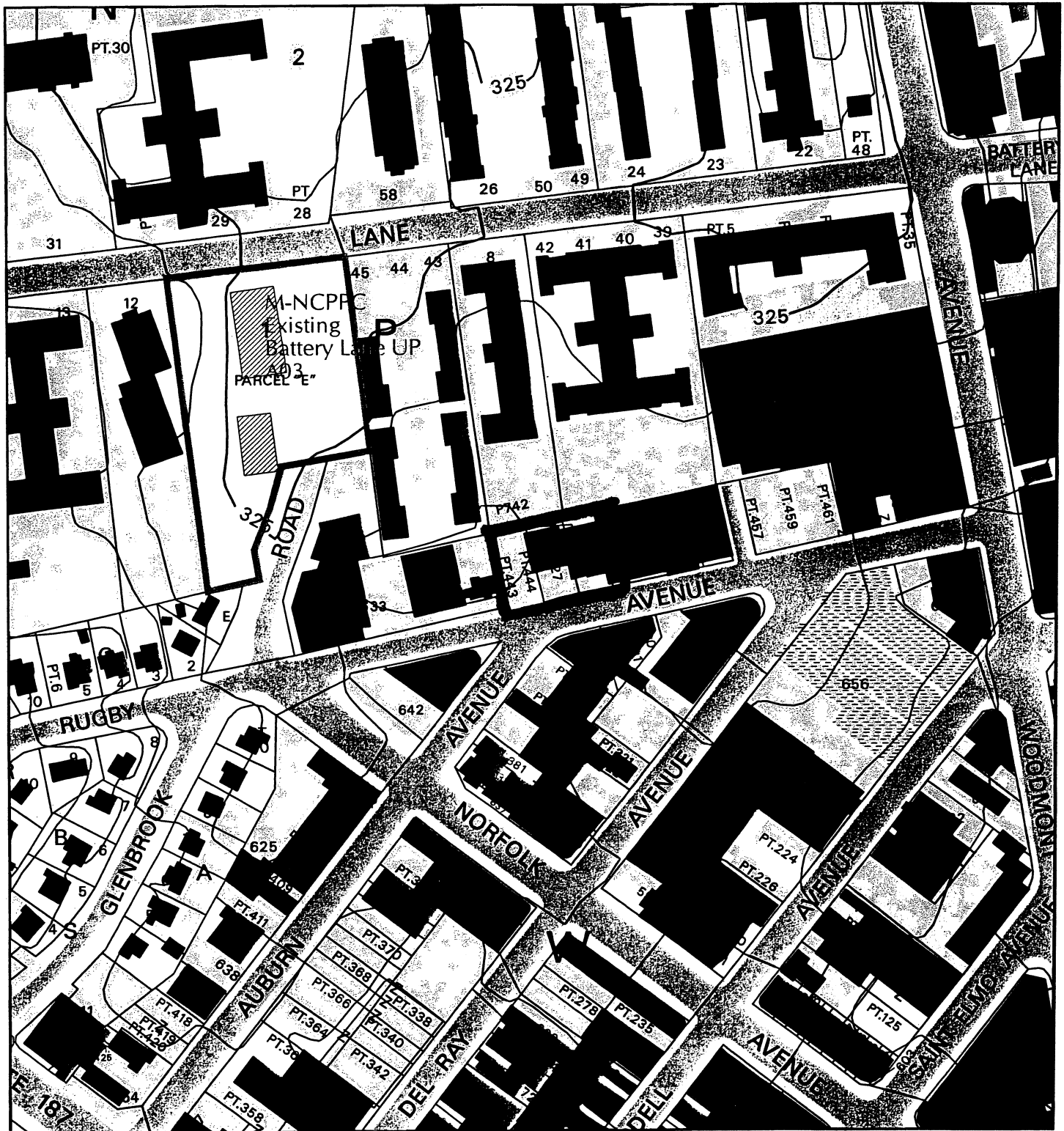
CONCLUSION:

Staff concludes that Preliminary Plan #120060290 (formerly 1-06029) The Rugby Condominium conforms to the land use objectives of the 1994 Sector Plan for the Bethesda Central Business District and the 2006 Woodmont Triangle Amendment and meets all requirements of the Subdivision Regulations. As such, Staff recommends approval of the preliminary plan, subject to the above conditions.

ATTACHMENTS:

- | | |
|--------------|-----------------------|
| Attachment A | Vicinity Map |
| Attachment B | Preliminary Plan |
| Attachment C | Data Table |
| Attachment D | Agency Correspondence |

THE RUGBY CONDOMINIUM (120060290)



Map compiled on January 25, 2006 at 12:19 PM | Site located on base sheet no - 210NW05

NOTICE

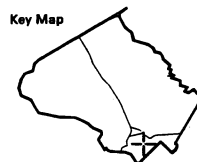
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MONTGOMERY COUNTY DEPARTMENT OF PARK AND PLANNING
THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
 8787 Georgia Avenue - Silver Spring, Maryland 20910-3760

Key Map



N

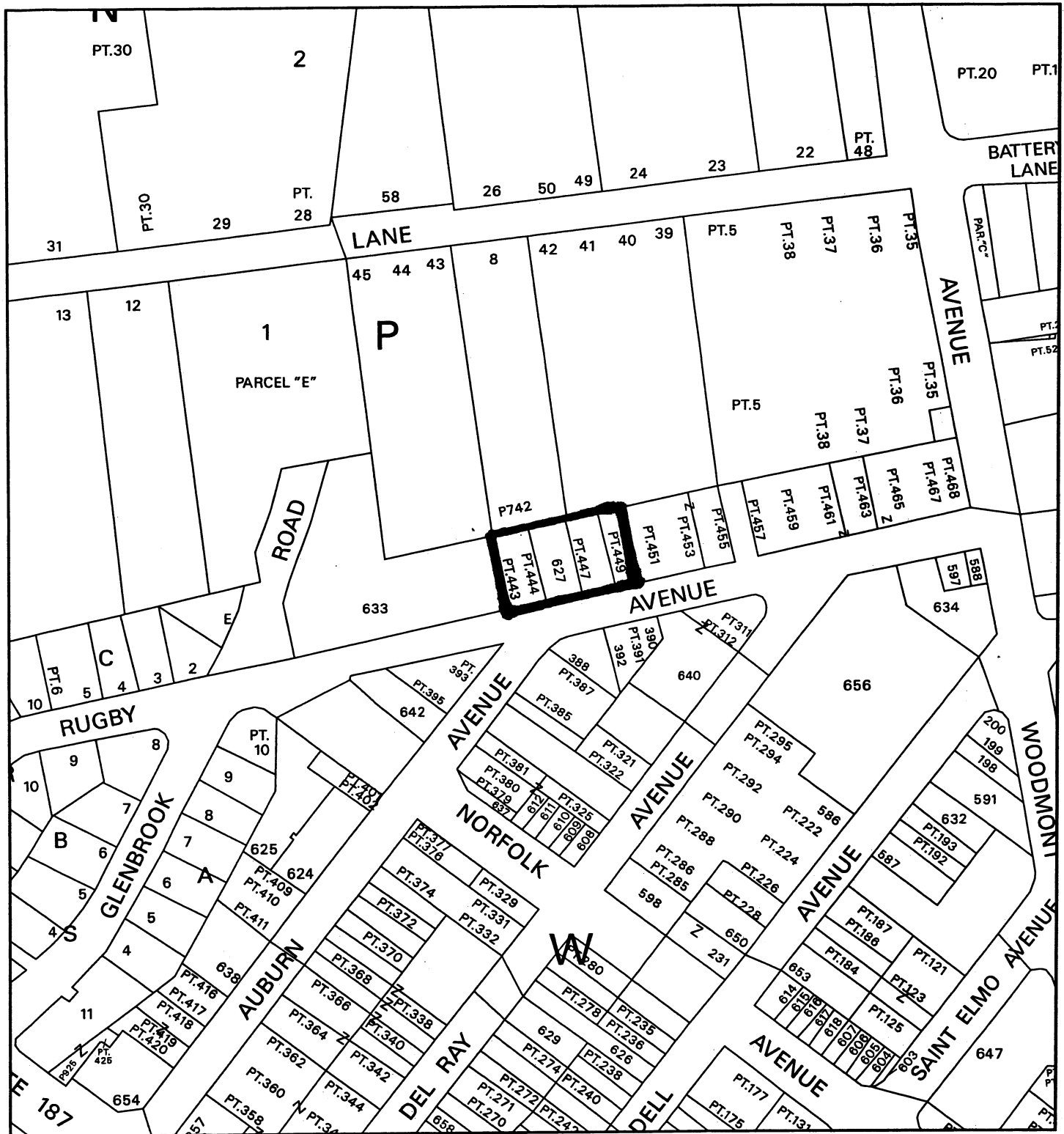


Research & Technology Center



1 inch = 200 feet
 1 : 2400

THE RUGBY CONDOMINIUM (120060290)



Map compiled on January 25, 2006 at 12:21 PM | Site located on base sheet no - 210NW05

NOTICE

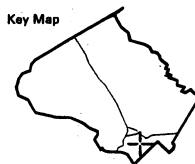
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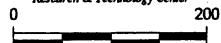
Key Map



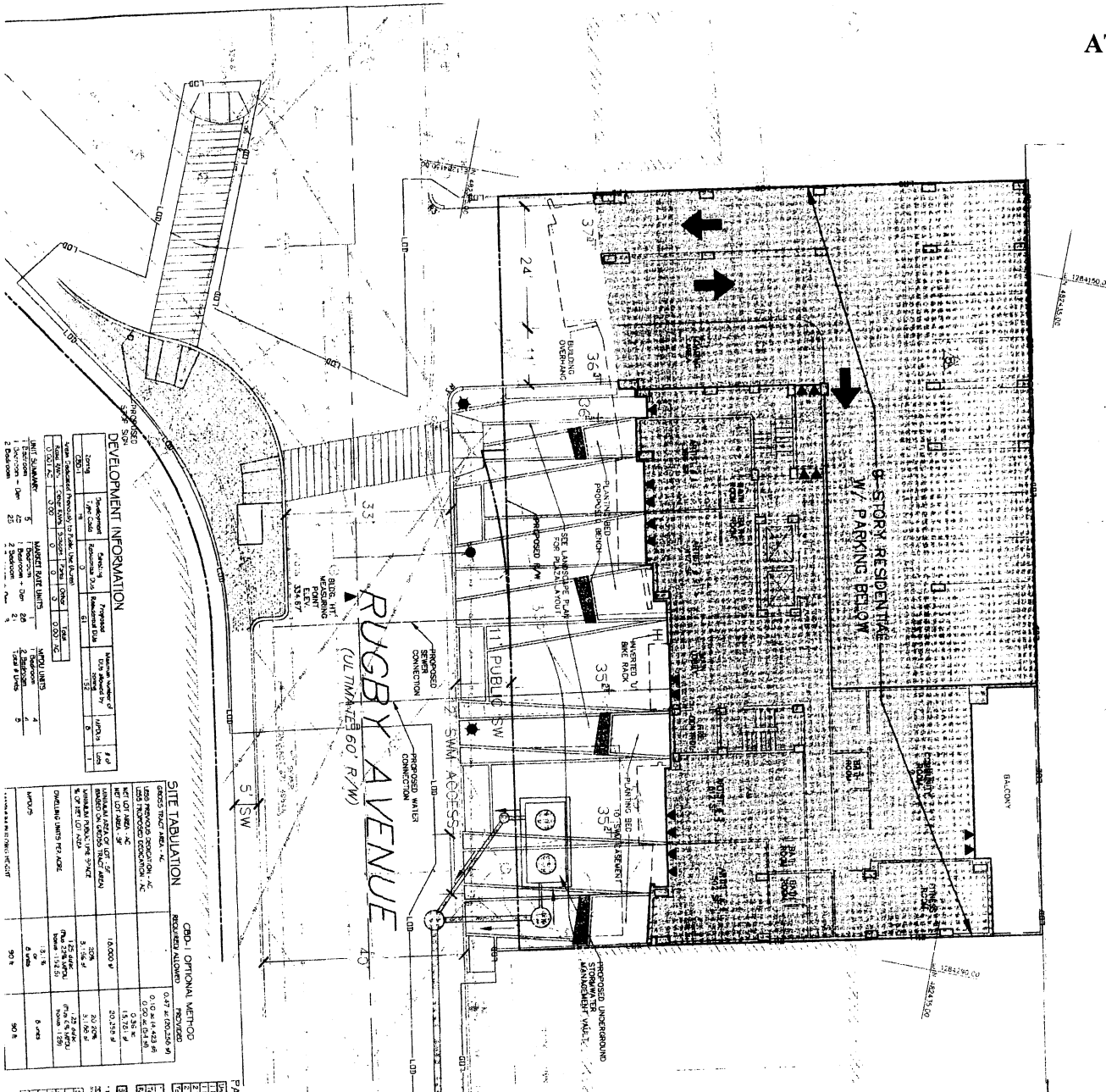
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 1 : 2400



DEVELOPMENT INFORMATION

UNIT NUMBER	UNIT TYPE	UNIT SIZE (SQ. FT.)	UNIT PRICE (\$)	UNIT TOTAL (\$)
1	1 Bedroom - 1 Bath	1,000	100,000	100,000
2	2 Bedroom - 2 Bath	1,200	120,000	120,000
3	3 Bedroom - 3 Bath	1,500	150,000	150,000
4	4 Bedroom - 4 Bath	2,000	200,000	200,000
5	5 Bedroom - 5 Bath	2,500	250,000	250,000
6	6 Bedroom - 6 Bath	3,000	300,000	300,000
7	7 Bedroom - 7 Bath	3,500	350,000	350,000
8	8 Bedroom - 8 Bath	4,000	400,000	400,000
9	9 Bedroom - 9 Bath	4,500	450,000	450,000
10	10 Bedroom - 10 Bath	5,000	500,000	500,000
11	11 Bedroom - 11 Bath	5,500	550,000	550,000
12	12 Bedroom - 12 Bath	6,000	600,000	600,000
13	13 Bedroom - 13 Bath	6,500	650,000	650,000
14	14 Bedroom - 14 Bath	7,000	700,000	700,000
15	15 Bedroom - 15 Bath	7,500	750,000	750,000
16	16 Bedroom - 16 Bath	8,000	800,000	800,000
17	17 Bedroom - 17 Bath	8,500	850,000	850,000
18	18 Bedroom - 18 Bath	9,000	900,000	900,000
19	19 Bedroom - 19 Bath	9,500	950,000	950,000
20	20 Bedroom - 20 Bath	10,000	1,000,000	1,000,000

SITE TABULATION

ITEM	DESCRIPTION	AMOUNT	UNIT PRICE (\$)	TOTAL (\$)
1	Site Preparation	10,000	100,000	1,000,000
2	Foundation	20,000	200,000	2,000,000
3	Framing	30,000	300,000	3,000,000
4	Roofing	10,000	100,000	1,000,000
5	Interior Finishes	40,000	400,000	4,000,000
6	Exterior Finishes	10,000	100,000	1,000,000
7	Landscaping	5,000	50,000	500,000
8	Utilities	10,000	100,000	1,000,000
9	Permits	5,000	50,000	500,000
10	Contingency	10,000	100,000	1,000,000
11	Professional Fees	10,000	100,000	1,000,000
12	Marketing	5,000	50,000	500,000
13	Insurance	5,000	50,000	500,000
14	Legal	5,000	50,000	500,000
15	Other	5,000	50,000	500,000
16	Subtotal	150,000	1,500,000	15,000,000
17	Tax	10,000	100,000	1,000,000
18	Grand Total	160,000	1,600,000	16,000,000

PARKING TABULATIONS

ITEM	DESCRIPTION	AMOUNT	UNIT PRICE (\$)	TOTAL (\$)
1	Parking Lot	10,000	100,000	1,000,000
2	Parking Structure	20,000	200,000	2,000,000
3	Parking Access	10,000	100,000	1,000,000
4	Parking Signage	5,000	50,000	500,000
5	Parking Lighting	5,000	50,000	500,000
6	Parking Security	5,000	50,000	500,000
7	Parking Maintenance	5,000	50,000	500,000
8	Parking Insurance	5,000	50,000	500,000
9	Parking Legal	5,000	50,000	500,000
10	Parking Other	5,000	50,000	500,000
11	Subtotal	100,000	1,000,000	10,000,000
12	Tax	10,000	100,000	1,000,000
13	Grand Total	110,000	1,100,000	11,000,000

CONTRACT INFORMATION

ITEM	DESCRIPTION	AMOUNT	UNIT PRICE (\$)	TOTAL (\$)
1	Contract Price	1,000,000	1,000,000	1,000,000
2	Retainage	100,000	100,000	100,000
3	Subcontractor Fees	50,000	50,000	50,000
4	Material Costs	20,000	20,000	20,000
5	Labor Costs	30,000	30,000	30,000
6	Overhead & Profit	40,000	40,000	40,000
7	Subtotal	1,350,000	1,350,000	1,350,000
8	Tax	10,000	100,000	1,000,000
9	Grand Total	1,460,000	1,460,000	14,600,000

AREA TABULATION

ITEM	DESCRIPTION	AMOUNT	UNIT PRICE (\$)	TOTAL (\$)
1	Site Area	10,000	100,000	1,000,000
2	Building Footprint	20,000	200,000	2,000,000
3	Parking Area	10,000	100,000	1,000,000
4	Landscaping	5,000	50,000	500,000
5	Utilities	10,000	100,000	1,000,000
6	Permits	5,000	50,000	500,000
7	Contingency	10,000	100,000	1,000,000
8	Professional Fees	10,000	100,000	1,000,000
9	Marketing	5,000	50,000	500,000
10	Insurance	5,000	50,000	500,000
11	Legal	5,000	50,000	500,000
12	Other	5,000	50,000	500,000
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BINDING ELEMENTS

ITEM	DESCRIPTION	AMOUNT	UNIT PRICE (\$)	TOTAL (\$)
1	Binding Material	10,000	100,000	1,000,000
2	Binding Labor	20,000	200,000	2,000,000
3	Binding Equipment	10,000	100,000	1,000,000
4	Binding Supplies	5,000	50,000	500,000
5	Binding Insurance	5,000	50,000	500,000
6	Binding Legal	5,000	50,000	500,000
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14	Tax	10,000	100,000	1,000,000
15	Grand Total	110,000	1,100,000	11,000,000

1. The contract was made on the 1st day of January, 1964, between the undersigned and the undersigned, who are hereby acknowledged to be the legal representatives of the undersigned.

2. The contract was made for the purpose of the undersigned to perform the undersigned's obligations under the undersigned's contract with the undersigned.

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Preliminary Plan Data Table and Checklist

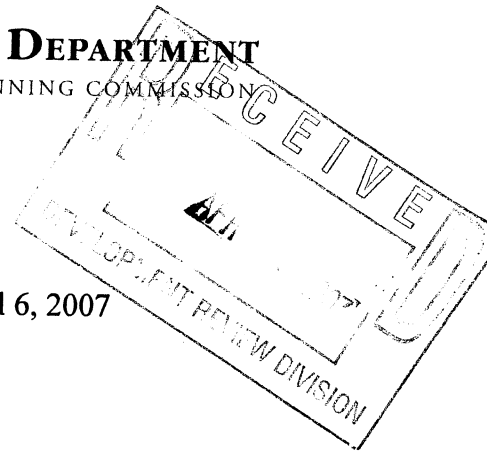
Plan Name: The Rugby Condominiums				
Plan Number: 120060290 (Formerly 1-06029)				
Zoning: CBD-1				
# of Lots: 1				
# of Outlots: 0				
Dev. Type: 61 multi-family dwelling units with MPDUs				
PLAN DATA	Zoning Ordinance Development Standard	Proposed for Approval on the Preliminary Plan	Verified	Date
Minimum Lot Area	None	20,258 gross sq. ft./ 15,781 net sq.ft. is minimum proposed	<i>Dmul</i>	April 17, 2007
Lot Width	Not specified	--	<i>Dmul</i>	April 17, 2007
Lot Frontage	Not specified	--	<i>Dmul</i>	April 17, 2007
Minimum Public Use Space Requirement	20%	20.20%	<i>Dmul</i>	April 17, 2007
Setbacks				
Front	Not specified	0 sq. ft.	<i>Dmul</i>	April 17, 2007
Side	Not specified	0 sq. ft.	<i>Dmul</i>	April 17, 2007
Rear	Not specified	0 sq. ft.	<i>Dmul</i>	April 17, 2007
Height	90 ft. Max.	90 ft.	<i>Dmul</i>	April 17, 2007
Max Resid'l d.u. Zoning	125/du/ac	*61 multi-family dwelling units	<i>Dmul</i>	April 17, 2007
MPDUs	8 units (12.5% of the total units)	8 units (13.1% of the total units)	<i>Dmul</i>	April 17, 2007
Site Plan Req'd?	Yes	Yes	<i>Dmul</i>	April 17, 2007
FINDINGS				
SUBDIVISION				
Lot frontage on Public Street	Yes	Yes	<i>Dmul</i>	April 17, 2007
Road frontage improvements	Yes	Yes	DPWT Memo	April 17, 2007
Environmental Guidelines	Yes	Yes	Environmental Planning Memo	July 26, 2005
Forest Conservation	Yes	Exempted	Environmental Planning Memo	July 26, 2005
Master Plan Compliance	Yes	Yes	Community Based Planning Memo	March 15, 2006
Parks	Yes	Yes	Park Planning Memo	February 6, 2006
ADEQUATE PUBLIC FACILITIES				
Stormwater Management	Yes	Yes	DPS Memo	October 7, 2005
Water and Sewer (WSSC)	Yes	Yes	WSSC Memo	January 9, 2006
Local Area Traffic Review	Yes	Yes	Transportation Planning Memo	April 6, 2007
Fire and Rescue	Yes	Yes	MCFRS	February 6, 2006

*Pursuant to Section 59-C-6.215 (b) Optional Method Development, and as will be finally determined as part of 59-D-3 site plan.

AGENCY
CORRESPONDENCE



MONTGOMERY COUNTY PLANNING DEPARTMENT
THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION



April 6, 2007

MEMORANDUM

TO: Elza Hisel-McCoy, Planner/Coordinator
Development Review Division

Dolores Kinney, Senior Planner
Development Review Division

VIA: Shahriar Etemadi, Supervisor
Transportation Planning

FROM: Ed Axler, Planner/Coordinator *EA*
Charles S. Kines, Planner/Coordinator *CSK*
Transportation Planning

SUBJECT: Rugby Condominium
Preliminary Plan # 1-06029 and Project Plan # 9-06005
Bethesda Central Business District

This memorandum is Transportation Planning staff's Adequate Public Facilities (APF) review and approval of the subject preliminary and project plan application to construct 61 residential units in downtown Bethesda.

RECOMMENDATION

We recommend approval of the above referenced preliminary and project plans with the following conditions as part of the APF test for transportation requirements related to the Local Area Transportation Review (LATR):

1. Limit the development to 61 high-rise residential units.
2. Provide one bike rack in front of the entrance and four bicycle lockers in the proposed structured parking garage.

3. Participate with others, including Park and Planning and the Department of Public Works and Transportation, to reconfigure the intersection of Rugby Avenue at Auburn Avenue for improved pedestrian access and safety.

DISCUSSION

Site Location, Access, Circulation, and Parking

The subject property is located at the corner of Rugby Avenue and Auburn Avenue in Bethesda, between Woodmont Avenue and Glenbrook Road in the Bethesda Central Business District (CBD). The proposed development occupies the northern side of Rugby Avenue, opposite the terminus of Auburn Avenue. The development proposes to construct up to 61 residential units within a 10-story building, with direct vehicular access from Rugby Avenue. The proposed access driveway is aligned with Auburn Avenue within the Auburn Avenue/Rugby Avenue intersection. Future roadway improvements to this intersection may involve a geometric modification that will improve pedestrian access across the intersection.

Local Area Transportation Review

The proposed development of 61 residential units is anticipated to generate 18 morning peak hour trips and 18 evening peak hour trips during a regular weekday. As such, the development does not require a traffic impact study (per the LATR Guidelines). However, a detailed traffic impact statement was provided to discuss the likely impact to the adjacent transportation infrastructure.

The traffic impact statement concluded that no significant impact or increase in congestion is anticipated. All nearby intersections currently operate within the established Bethesda CBD Critical Lane Volume (CLV) threshold of 1,800 vehicles.

Master Plan Roadways and Bikeways

Rugby Avenue is a residential street of Bethesda's Central Business District with an ultimate right-of-way of 60 feet east of Auburn Avenue. Auburn Avenue is a Business Street of sixty feet ultimate right-of-way. As the proposed development occupies the northern side of Rugby Avenue (east of its intersection with Auburn Avenue), the applicant will dedicate land to equal thirty feet, as measured from the centerline in accordance with the Bethesda CBD Sector Plan.

According to the *Countywide Bikeways Functional Master Plan*, an alternative shared-use path (SR – 7 & SR – 10) is proposed to access the National Institute of Health property north of the site via the Glenbrook Road alignment. No proposed or existing bicycle facilities are located within the proposed development.

Pedestrian Access

The northern side of Rugby Avenue does not have a marked pedestrian crosswalk at the intersection of Auburn Avenue. There are long-term plans for more efficient traffic (vehicular and pedestrian) circulation through this intersection by means of realigning the approach lanes on Auburn Avenue and shortening the north-south pedestrian crossing distance. At this time, the applicant will participate on a pro rata basis (using daily trips generated) with other parties to implement this improvement. The project proposes to tie into the existing network of pedestrian facilities within the Bethesda CBD.

EA:mj

mmo to Hisel-McCoy re Rugby Condos



DEPARTMENT OF PERMITTING SERVICES

Douglas M. Duncan
County Executive

Robert C. Hubbard
Director

October 7, 2005

Mr. Barry Smith
Vika Inc.
202251 Century Boulevard, #400
Germantown, MD 20874

Re: Stormwater Management **CONCEPT** Request
for Rugby Ave. Condominiums
Preliminary Plan #: N/A
SM File #: 220291
Tract Size/Zone: .364 acres/CBD-1
Total Concept Area: .364 acres
Lots/Block: pt. of lots 443,444,447,448,627
Watershed: Lower Rock Creek

Dear Mr. Smith:

Based on a review by the Department of Permitting Services Review Staff, the stormwater management concept for the above mentioned site is **acceptable**. The stormwater management concept consists of on-site water quality control via a Stormfilter or an approved equivalent. Channel protection volume is not required because the one-year post development peak discharge is less than or equal to 2.0 cfs. Recharge is not required because this is a redevelopment site.

The following **conditions** will need to be addressed **during** the detailed sediment control/stormwater management plan stage:

1. Prior to permanent vegetative stabilization, all disturbed areas must be topsoiled per the latest Montgomery County Standards and Specifications for Topsoiling.
2. A detailed review of the stormwater management computations will occur at the time of detailed plan review.
3. An engineered sediment control plan must be submitted for this development.
4. All filtration media for manufactured best management practices, whether for new development or redevelopment, must consist of MDE approved material.
5. All covered parking is to drain to a WSSC sanitary sewer system. Provide a copy of the mechanical drawings to verify where roof, surface and garage drains outlet.

This list may not be all-inclusive and may change based on available information at the time.

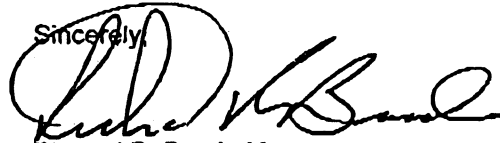
This letter must appear on the sediment control/stormwater management plan at its initial submittal. The concept approval is based on all stormwater management structures being located outside of the Public Utility Easement, the Public Improvement Easement, and the Public Right of Way unless specifically approved on the concept plan. Any divergence from the information provided to this



office; or additional information received during the development process; or a change in an applicable Executive Regulation may constitute grounds to rescind or amend any approval actions taken, and to reevaluate the site for additional or amended stormwater management requirements. If there are subsequent additions or modifications to the development, a separate concept request shall be required.

If you have any questions regarding these actions, please feel free to contact Blair Lough at 240-777-6335.

Sincerely,



Richard R. Brush, Manager
Water Resources Section
Division of Land Development Services

RRB:dm bli

cc: C. Conlon
S. Federline
SM File # 220291

QN - exempt; Acres: .36
QL - on-site; Acres: .36
Recharge is not provided

**MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
FOREST CONSERVATION RECOMMENDATIONS**

TO: Plan review staff, Environmental Planning Section

SUBJECT: Project Name Woodmont Triangle/Rugby Ave. Date Recd 7/15/05
NRI/FSD # 4-06002E

The above-referenced plan has been reviewed by the Environmental Planning Division to determine the requirements of Chapter 22A of the Montgomery County Code (Forest Conservation Law). A determination has been made that the plan qualifies for the following exemption:

EXEMPTION:

Small Property

☒ Activity occurring on a tract less than or equal to 1.5 acre in size where there is no existing forest and afforestation requirements would be less than 10,000 square feet, and no specimen or champion trees will be disturbed;

☐ Activity occurring on a tract less than or equal to 1 acre in size where activity will not result in the clearing of more than 30,000 square feet of existing forest, or any specimen or champion trees, and reforestation requirements would be less than 10,000 square feet.

Note: Tree Save Plan, including preservation and/or replanting of individual trees is required in lieu of a FCP where trees are impacted. Forest within any priority area on-site must be preserved.

NOTE: Per section 22A-6(b) of the Forest Conservation Law, Tree Save Plans may be substituted for Forest Conservation Plans on properties where the proposed development is exempt from Forest Conservation except that it involves clearing of specimen or champion trees.

This property is not subject to a Tree Save Plan.

This property is not within a Special Protection Area.

Signature: Candy Bunnag ^{CB}
 , Environmental Planning

Date: 7/26/05

cc: Elliot Schnitzer, Hampden Lane Associates (fax: 301-657-8339)

fcpxemption.doc r01/03

Post-It [®] Fax Note	7671	Date	7/26	# of pages	1
To	Elliot Schnitzer	From	Candy Bunnag		
Co./Dept.	Hampden Lane Assoc.	Co.	MNCPPC		
Phone #		Phone #	301 495 4543		
Fax #	301 657 8339	Fax #			



DEPARTMENT OF PUBLIC WORKS
AND TRANSPORTATION

Douglas M. Duncan
County Executive

Arthur Holmes, Jr.
Director

March 9, 2006

Ms. Catherine Conlon, Subdivision Supervisor
Development Review Division
The Maryland-National Capital
Park & Planning Commission
8787 Georgia Avenue
Silver Spring, Maryland 20910-3760

RE: Preliminary Plan #1-06029
The Rugby Condominium

Dear Ms. Conlon:

We have completed our review of the preliminary plan dated 8/22/05. This plan was reviewed by the Development Review Committee at its meeting on 02/06/06. We recommend approval of the plan subject to the following comments:

All Planning Board Opinions relating to this plan or any subsequent revision, project plans or site plans should be submitted to DPS in the package for record plats, storm drain, grading or paving plans, or application for access permit. Include this letter and all other correspondence from this department.

1. Show all existing planimetric and topographic details specifically storm drainage, driveways adjacent and opposite the site, sidewalks and/or bikeways, complete limit of disturbance as well as existing rights of way and easements on the preliminary plan.
2. Necessary dedication for Rugby Ave in accordance with the master plan.
3. Grant necessary slope and drainage easements. Slope easements are to be determined by study or set at the building restriction line.
4. We did not receive complete analyses of the capacity of the downstream public storm system(s) and the impact of the post-development runoff on the system(s). As a result, we are unable to offer comments on the need for possible improvements to the system(s) by this applicant. Prior to approval of the record plat by the Department of Permitting Services (DPS), the applicant's consultant will need to submit this study, with computations, for review and approval by DPS. Analyze the capacity of the existing downstream public storm drain system and the impact of the post-development ten (10) year storm runoff on same. If the proposed subdivision drains to an existing closed section street, include spread and inlet efficiency computations in the impact analysis.



Division of Operations

101 Orchard Ridge Drive, 2nd Floor • Gaithersburg, Maryland 20878
240/777-6000, TTY 240/777-6013, FAX 240/777-6030

Ms. Catherine Conlon
 Preliminary Plan No. 1-06029
 Date March 9, 2006
 Page 2

5. The sight distances study has **not** been accepted. Prior to approval of the record plat by DPS, the applicant's engineer will need to submit a revised sight distances certification. The revised form will need to reflect the minimum of two hundred (200) feet of sight distance in each direction of Rugby Ave.
6. In accordance with Section 49-35(e) of the Montgomery County Code, sidewalks are required to serve the proposed subdivision.
7. The parking layout plan will be reviewed by the Department of Permitting Services at the site plan or building permit stage, whichever comes first. To facilitate their review, that plan should delineate and dimension the proposed on-site travel lanes, parking spaces, curb radii, handicap parking spaces and access facilities, and sidewalks. The applicant may wish to contact Ms. Sarah Navid of that Department at (240) 777-6320 to discuss the parking lot design.
8. Curb radii for intersection type driveways should be sufficient to accommodate the turning movements of the largest vehicle expected to frequent the site.
9. In order to ensure adequate driveway capacity, particularly egress volume, provide a minimum fifty (50) foot tangent section before encountering cross traffic on-site, for all driveways.
10. The parking lot travel lanes are to be designed to allow a WB-50 truck to circulate without crossing the centerline nor the curbline.
11. The applicant needs to submit a truck circulation plan for review by the M-NCPPC and MCDPS. This plan should delineate the proposed movements on-site between the anticipated access locations, the proposed truck loading spaces, and the proposed dumpsters. The truck circulation pattern and loading position should be designed for counter-clockwise entry and for a left-side backing maneuver. Passenger vehicle travel ways should be separated from the expected truck patterns and storage areas. The applicant may also need to provide documentation of their proposed delivery schedules.
12. Truck loading space requirements to be determined in accordance with the DPWT "Off-Street Loading Space" policy.
13. On the site plan, delineate the location and dimensions of the proposed truck loading and/or dumpster spaces.
14. Provide on-site handicap access facilities, parking spaces, ramps, etc. in accordance with the Americans With Disabilities Act.
15. For any parking facility containing more than fifty (50) parking spaces, the applicant needs to furnish bicycle parking facilities as required Section 59 E-2.3 of the Montgomery County Code. Accordingly, the applicant should provide either bike lockers or inverted "U" type bike racks.
16. The owner will be required to submit a recorded covenant for the operation and maintenance of private streets, storm drain systems, and/or open space areas prior to MCDPS approval of the record plat. The deed reference for this document is to be provided on the record plat.

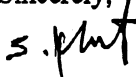
Ms. Catherine Conlon
Preliminary Plan No. 1-06029
Date March 9, 2006
Page 3

17. Relocation of utilities along existing roads to accommodate the required roadway improvements shall be the responsibility of the applicant.
18. If the proposed development will alter any existing street lights, signing, and/or pavement markings, please contact Mr. Fred Lees of our Traffic Control and Lighting Engineering Team at (240) 777-6000 for proper executing procedures. All costs associated with such relocations shall be the responsibility of the applicant.
19. Trees in the County rights of way - species and spacing to be in accordance with the applicable DPWT standards. A tree planting permit is required from the Maryland Department of Natural Resources, State Forester's Office [(301) 854-6060], to plant trees within the public right of way.
20. Please coordinate with DPWT division of Transit Services about their requirements and project impacts on their network.
21. Please coordinate with Department of Fire and Rescue about their requirements for access.
22. Permit and bond will be required as a prerequisite to DPS approval of the record plat. The permit will include, but not necessarily be limited to, the following improvements:
 - A. Construct five (5) foot wide concrete sidewalk along the site frontage.
 - B. Improvements to the existing public storm drainage system, if necessitated by the previously mentioned outstanding storm drain study. If the improvements are to be maintained by Montgomery County, they will need to be designed and constructed in accordance with the DPWT Storm Drain Design Criteria.
 - C. Permanent monuments and property line markers, as required by Section 50-24(e) of the Subdivision Regulations.
 - D. Erosion and sediment control measures as required by Section 50-35(j) and on-site stormwater management where applicable shall be provided by the Developer (at no cost to the County) at such locations deemed necessary by the Department of Permitting Services (DPS) and will comply with their specifications. Erosion and sediment control measures are to be built prior to construction of streets, houses and/or site grading and are to remain in operation (including maintenance) as long as deemed necessary by the DPS.
 - E. Developer shall provide street lights in accordance with the specifications, requirements, and standards prescribed by the Traffic Engineering and Operations Section.

Ms. Catherine Conlon
Preliminary Plan No. 1-06029
Date March 9, 2006
Page 4

Thank you for the opportunity to review this preliminary plan. If you have any questions or comments regarding this letter, please contact me at sam.farhadi@montgomerycountymd.gov or (240) 777-6000.

Sincerely,



Sam Farhadi, P.E., Senior Planning Specialist
Traffic Safety Investigations and Planning Team
Traffic Engineering and Operations Section

m:/subdivision/farhas01/preliminary plans/1-06029, The Rugby Condominium.doc

Enclosures 0

cc: James Alexander, Rugby Ave LLC
Kathleen Kulenguski, Vika
Dave Freishtat, Shulman, Rogers, Gandal, Pordy & Ecker, P.A.
Joseph Y. Cheung; DPS RWPPR
Christina Contreras; DPS RWPPR
Sarah Navid; DPS RWPPR
Shahriar Etemadi; M-NCPPC TP
Gregory Leck, DPWT TEOS