

VILLAGE OF FRIENDSHIP HEIGHTS

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October 15, 2025

chair@montgomeryplanning.org
Artie Harris, Chair
Montgomery County Planning Board
2425 Reddie Drive, 14th Floor
Wheaton, Maryland 20902

Re: **GEICO Preliminary Plan Amendment 11999039A**

Dear Chair Harris and fellow Commissioners:

I write to inform the Board of the opposition of the Village of Friendship Heights to approval of the above-referenced application (“Application”), and of our reasons why the Board should disapprove it. Those reasons are set forth below, following our report of many undisputed historical background facts whose significance has gone largely unmentioned in the Staff Report.

Plan Approval Under the 1998 Friendship Heights Sector Plan

Preliminary Plan 11999039 (then denoted Plan 1-99039) was approved for the 26.5-acre GEICO Property (“Property”) by the Board on May 13, 1999 (part of Attachment D to the Staff Report). It was preceded by the G-760 rezoning of 9.912 acres of the Property from the R-60/TDR 11 zone to the TS-M zone (also in Attachment D). G-760 established certain binding elements for the development of the entire Property that are still in force and effect today. The Plan was also preceded by the completion of the update of the 1976 Friendship Heights Sector Plan as the 1998 Sector Plan, approved by the County Council on March 18, 1998. While the 1998 Sector Plan is currently undergoing an updating process, unless and until it is formally amended, it remains the guiding touchstone for development in Friendship Heights, including evaluation of the Application.

In the 1998 Sector Plan, the Property was reportedly already developed with 514,257 sq. ft. of office space—the GEICO headquarters. The 1998 Plan recommended additional development on the Property of 1,050,943 sq. ft., for a total of 1,565,200 sq. ft. The Property and other nearby parcels were described as offering “the greatest opportunity to meet important Plan objectives,” and recommended replacing surface parking lots on those properties with land uses that better meet Plan objectives. The 1998 Plan also notes that to ensure the potential benefits to the County and the community from these parking lot conversions, “it was necessary to determine the appropriate amount, land use mix, and location of additional development that would enhance Friendship Heights as a place in which to live and work,” and a number of supporting studies were prepared in 1995 for this purpose.

The GEICO property is discussed in detail over pages 61-73 of the 1998 Plan. It begins by noting that GEICO had concluded its office building was obsolete and needed to be replaced. The eight Objectives the 1998 Plan set out for the redevelopment of the Property included: additional office use near Metro; increased housing diversity; development that would transition from the CBD to adjacent residential areas; placing the highest densities and heights near Friendship Boulevard; provide predominately low-rise buildings; preserve trees and expand green space; provide internal streets to the new uses and link the Property to the Town Center with pedestrian and bicycle connections.

Specific design guidelines for the anticipated GEICO redevelopment included, among others, (1) 810,000 sq. ft. of office development along Friendship Boulevard (9 stories near Willard, transitioning to 5 stories near Western) with ground floor, street-front retail; (2) four-story multi-family buildings fronting Willard with townhouses and duplexes behind them; and (3) a number of binding elements from the rezoning, including, among others, a greenway along the SW Property line, tree save areas, expansion of Brookdale park, and new open space areas and recreation facilities, including a Little League baseball park.

Consistent with the Development Plan approved by the Council, GEICO indicated that it would demolish the existing office building and replace it with new office buildings on the Property lining Friendship Boulevard, totaling 810,000 sq. ft. The remainder of the Property would consist of 300 multi-family units

fronting Willard in four 4-story buildings, and 200 single-family attached units in the R-60/TDR 11 portion of the Property. Underground parking would be provided for the office and multi-family buildings. Brookdale local park was to be expanded and dedicated to M-NCPPC, a ball field was to be added near Western, and there was to be open space or green space areas throughout the Property. The Opinion included 19 conditions of approval, set forth in 5 single-spaced pages. The last condition specified that Plan 1-99039 would remain valid until June 13, 2002, absent a request for extension.

First Extension Request

GEICO filed its first extension request in late 2000, seeking a 3-year extension. Its counsel (then and now) justified the request by stating that GEICO had not settled on its own office requirements and could not contract with a development firm or demolish the existing office building until it did. GEICO asserted that it needed a full 3-year extension to complete all the significant physical and monetary requirements for recordation of subdivision plats. Neither GEICO nor Board staff requested any changes in the approval conditions, and no objection to the extension was raised by staff. The Board, by a vote of 3-0-0 on January 4, 2001, approved the requested extensions to June 13, 2005.

Second Extension Request

GEICO filed its second extension request on October 13, 2004, this time for four years, i.e., until June 13, 2009. The Village supported the request, but it was met with staff resistance, prompting GEICO to send two follow-up letters supporting the request on January 12, 2005, and April 6, 2005. Collectively, the GEICO letters made the following major points to justify the need for the extension:

- (1) GEICO is not in the real estate business and does not have the expertise needed to execute the Preliminary Plan requirements, and its efforts to secure a developer with that expertise have been complicated by GEICO's need for a seamless transfer of its headquarters from one place to another.

(2) The planning, building, and moving of corporate headquarters would be an unacceptable business risk in the immediate future.

(3) GEICO has not yet found a developer with the requisite experience and expertise to handle a project of this magnitude, and must do so before the project can move forward.

(4) The extension would be beneficial to the community in that it would mean staggered construction, given that multi-year construction on the Hecht's site and the Chevy Chase Center site—the other two major development projects in Friendship Heights—is about to commence.

(5) Allowing the Plan to expire would mean that the amenities worked out with the surrounding communities—the parkland and the ballfields—would no longer be a realistic vision for the future of Friendship Heights. [This claim was misleading at best, given the binding elements of the rezoning.]

(6) Under the Plan, GEICO requires the future developer to construct a new office building for GEICO during the first phase of development before demolition of the existing headquarters can take place. However, given market conditions, developers want the first phase to be the demolition of the existing office building to accommodate residential development.

The Staff Report of April 28, 2005, recommended denial of the requested extension. The Report concluded that GEICO's arguments did not rise to the level necessary to approve the extension, as set forth in § 50-35(h)(3)(d)(2): (i) substantial impairment of the applicant's ability to timely validate the plan due to "the occurrence of significant, unusual or unanticipated events, beyond the applicant's control and not facilitated or created by the applicant" and (ii) exceptional or undue hardship to the applicant if the plan were not extended.¹ With again no community opposition, the Board, on May 5, 2005, granted GEICO a 5-year Plan validity extension to June 13, 2010.

¹ Subsequent to this time, the Subdivision Ordinance was revised and recodified. The provision quoted above is still in the Code, now found at §50.4.2.H.3.a.ii. Notably, §50.4.2.H.3.b. states that "[t]he applicant bears the burden of establishing the grounds in support of the requested extension."

Two Automatic 2-Year Extensions

GEICO was a beneficiary of two automatic validity period extensions following the Second Extension. On April 1, 2009, all plans undergoing validation were given an automatic two-year extension on plan and APF validity periods by the Council. A second automatic two-year extension was enacted on April 1, 2011. With these extensions, which required no application or justification, GEICO's Plan validity was extended to June 13, 2014, and the APF validity to June 13, 2015.

Third Extension Request

On June 16, 2011, GEICO requested a further extension of the plan and APF validity periods to run together until June 13, 2020 (6 years for the Plan, 5 years for the APF finding). GEICO's counsel's justification letter largely tracked the points made in his 2004-05 letters supporting the Second Extension. As before, the staff recommended denial of the extension requests in its memo to the Planning Board in advance of the hearing held on July 12th. Staff's opposition arguments echoed those it made in opposition to the Second Extension. Staff's overall evaluation was that the reason GEICO has not moved forward with the Plan is because GEICO "does not want to build a new headquarters at this time." Staff's concluding paragraph on the Plan validity extension request states as follows:

Staff concludes that the applicant's arguments base the request on events that were almost entirely under the control of GEICO itself. There is no indication that any of the events that have transpired, whether described as significant, unusual, or unanticipated, were not under the applicant's control, except for the economic recession. The recession was the reason for the four years of extended validity already granted by the County Council for this plan and all then-valid plans. The four-year extension, along with the eight years of extension previously granted by the Planning Board, results in a plan validity period of 15 years. This is already a long validity period, even without the request for an additional six-year extension.

Also of note is the staff's response to what it termed the regrettable loss of years of coordination between the applicant, staff and the community:

However, the review of this plan occurred over ten years ago, and, if the extension is granted, it may not be implemented until 20 years after that review took place. A delay of that length renders the review of the project less relevant to today's circumstances. . . . It is unfortunate that more progress has not been made by GEICO to advance the preliminary plan towards record plat. Nevertheless, the passage of time and financial loss have not historically been adequate reasons for the Planning Board to grant extension requests.

At the Board hearing, no one, GEICO and Board members included, took issue with the staff's strong recommendation of denial on the grounds that the legal standard for the requested extensions had not been met. But once again, there was no one other than staff voicing objection to the extensions, either before or at the July 12, 2012, hearing. The Board, reluctant to foreclose GEICO's opportunity to relocate its headquarters on its Friendship Heights property, granted the extensions to June 13, 2020, by a 5-0 vote approving a waiver of compliance with the legal standard for extension approval. This action, as subsequent events confirmed, ensured that the staff's prediction of at least a 20-year hiatus between Preliminary Plan and Site Plan approval would come true.

Three More Automatic 2-Year Extensions

GEICO was the beneficiary of three more automatic two-year extensions: the first on April 1, 2013, the second on April 1, 2015, and the third in July 2020, resulting in approved extension of both validity periods to June 13, 2026. The net effect of the extension process has been that, as of July 2012, GEICO was unable to legally justify any extension beyond June of 2015, and thereafter had no obligation to present any such justification due to the automatic extensions. As these extensions piled up upon each other, by July of 2020, GEICO had almost six full years of time remaining to complete the process of validating the Plan. Nevertheless, instead of proceeding to complete the necessary steps, GEICO is now before the Board seeking to avoid the consequences of its procrastination. Instead of seeking further indefensible Plan extension requests, GEICO seeks a

“new validity period” on account of its submission of what it characterizes as a Plan “Amendment.”

Reasons the Board Should Deny the Application

1. The Application is not a Plan Amendment; it is a legally inadequate workaround of its inability to justify a legitimate extension of the Plan validity periods.

In what is essentially a repeat performance of its presentation to the Board in July 2012, GEICO is unable to provide the Board a legally coherent and convincing justification for yet another extension of the Plan and APF validity periods for the 1999-approved Plan. And in the Staff Report, the staff “agrees” that GEICO cannot make such a case. Instead, staff endorses the workaround proposed by GEICO: the legal standards for an extension do not apply, GEICO claims, because GEICO is starting all over with an amended plan, for which a “new validity period” is needed--this time for 10 years, thus ensuring that a Plan approved in 1999 will still be completing its validation in 2036—37 years after Plan approval.

The problem with this circumvention of the established process for ensuring timely completion of the requirements to validate a plan is not simply that it would give the Board imprimatur to an extraordinarily long period of dilatoriness, starkly at odds with the established Ordinance-based procedural framework for minimizing the period between Preliminary Plan and Site Plan approvals, though it is surely that. More fundamentally, the device employed is not a genuine, legally sufficient amendment of the plan. The Subdivision Ordinance does provide the Board the option of establishing a new validity period for a genuine plan amendment, which is what GEICO purports to have presented in the Application. §50.4.2.G.4. But the Application is not a legally compliant one for a major plan amendment, which is what GEICO claims to have submitted. A major amendment “must follow the same procedures, meet the same criteria, and satisfy the same requirements as the original preliminary plan.” §50.4.2.F.1. The Application falls critically short of meeting that standard.

One of the requirements of the preliminary plan drawing to be submitted to the Board is a graphic representation of the subdivision showing, *inter alia*, “the proposed use of all lots on the preliminary plan and the scaled dimensions and approximate area of ease use,” §50.4.1.B.7.i., and the “location, type and width of all existing and proposed rights-of-way.” § 50.4.1.B.7.h. Accordingly, the Board’s Intake Checklist requires details of the uses in square feet per unit, building heights, and layout and dimensions of roads/points of access, sidewalks, and more. Inclusion of such details is just as critical to the evaluation of the requested plan amendment as it is to the original application. It is particularly critical to the subdivision layout findings that the Board is required to make § 50.4.2.D.1.

The Application fails to meet these requirements. As shown on Attachment A to the Staff Report, GEICO has left a large “white hole” in the Plan “Amendment,” comprising about 20% of the land area of the plan and more than 50% of the FAR approved for the entire Plan. GEICO explains that this blank spot on the “Amendment” will be filled in later, as the subject of “a future development application.” This glaring omission from the “Amendment” is not an excusable, technical error. The preliminary plan submission requirements plainly contemplate review and approval of the plan as an integrated whole, and the reiteration of those requirements for a plan amendment equally clearly contemplate consideration of the plan amendment as an integrated whole. Instead, GEICO wants the Board to accept a piecemeal process of plan approval—part now, and part later at some indeterminate future time.

Staff avoids remarking on the legal adequacy of such piecemeal plan amendment review, but indirectly and effectively acknowledges its inadequacy to serve as the basis for Site Plan approval. It does so by insisting that yet another revision to the Plan is required: “no future development of the site will be possible without approval of a [further] amended Preliminary Plan. . . .” Staff Report at 11. This is needed to, *inter alia*, fill in the details of the highly consequential “white hole” in the “Amendment,” or as staff put it, GEICO “acknowledge[s] that the entire site will need to be reevaluated with respect to layout and configuration . . .” *Id.* at 20. Accordingly, the further Amendment is to be submitted “[p]rior to, or concurrent with, of any future Site Plan . . .” Condition 22.

For its part, GEICO's justification for failing to submit a complete plan amendment application is the rather juvenile excuse that the Application "complies with "the submission checklist provided by planning staff. (Attachment E to the Staff Report (GEICO Response at 1). Whether GEICO has conformed to some "checklist" provided by staff is irrelevant. GEICO is responsible for complying with the terms of the Subdivision Ordinance, not the terms of a checklist.

GEICO also asserts, in relation to the blank area on the "Amendment," that with the pendency of the 1998 Sector Plan update process, "it would be inappropriate to designate specific development plans for this portion of the property now." Attachment E (GEICO Response at 2). That is not a valid excuse for submittal of a piecemeal plan, especially since what is submitted in a Preliminary Plan can be amended in the ensuing Site Plan. Moreover, while it is obviously preferable that a Preliminary Plan reflect what will be forthcoming in the Site Plan, the remedy for ensuring a close match between the two in this instance is to await the results of the Sector Plan update process. In this case, however, GEICO can no longer afford to wait for that. Its inexcusably long procrastination in validating the 1999 Plan, along with its prolonged indecision about whether to relocate its headquarters in that office space, are the real reasons there is no current replacement plan for the office space it now seeks to abandon. Creating a large white "donut hole" in the Plan is not a lawful amendment; it is legally defective and insufficient to qualify as a plan amendment.

2. The "Amendment" does not substantially conform to the Master Plan.

The original 1999 Plan unquestionably conformed to the 1998 Sector Plan, in that, as it relates to the Property, it was the product of thorough negotiation with the Friendship Heights community. But as noted above, 50% of the FAR development approved in the 1999 Plan is no longer in the new Plan—810,000 sq. ft. of office use is to be removed. GEICO explains that the reason for this is that GEICO "determined earlier this year that the existing headquarters building no longer meets its needs because of the condition of the building and the overall size of its daily workforce." Statement of Justification at 1. This statement is misleading at best. GEICO made this determination not this year, but over 25

years ago, as set forth in its justification for the approval of the 1999 Plan. All that has changed recently is its earlier representations to the Board (seeking its non-automatic extensions) that it needed more time to facilitate headquarters relocation on the very Property at issue. Now GEICO is in the process of completely leaving Friendship Heights to relocate its headquarters to Bethesda in 2026.

With this business-oriented change in GEICO's real estate needs, it now finds itself in possession of a large amount of FAR approved for office use that, under current market conditions, it does not foresee as developable without some use changes. And it is certainly plausible that when the office space is considered for a change in use in the update of the 1998 Sector Plan, alternatives will be welcomed and approved. But that is in the future; what is before the Board now with this Application is the statutory requirement that the Board find that the Application "substantially conforms to the master plan." §50.4.2.D.2. "The master plan" means the 1998 Sector Plan, not the future update of that plan. On that score, the finding of substantial conformity cannot be made by the Board on the critical issue of land use. The staff report ignores entirely what the 1998 Sector Plan states about use of the "white hole" area on the "Amendment," in favor of a projected future "updated phased development plan to this area that responds to the demands of today, such as the need for housing, at a location just blocks from the Friendship Heights Metro Station." Staff Report at 13. Maybe that is just what the 1998 Sector Plan update process will conclude, but the relevant question here is what does the un-updated 1998 Sector Plan—still in effect—say? It could not be clearer: The 1998 Sector Plan designates the area GEICO wants to erase from the "Amendment" for "Office building with ancillary street-oriented retail." *Id.* at 64. To eradicate the 1998 Sector Plan land use recommendation for over 50% of the FAR allowed by the 1999 Plan is not "substantial conformity" with the 1998 Sector Plan, it is "substantial nonconformity" at present and into the future, unless and until the Sector Plan update changes that reality.

- 3. Approval of the "Amendment" will stymie fresh evaluation of how 80% of the land area subject to the Plan should be developed.**

As noted above, staff is anticipating another plan revision, one that “responds to the demands of today.” Staff Report at 13. But the only area of the Property that GEICO is prepared to discuss with the community in such a forward-looking fashion is the 20% of the Property for which it is surrendering its development entitlements. More specifically, that is the portion of the CR zoned property facing Friendship Boulevard, which is about 5 acres, or roughly 20% of the land area of the Property. GEICO’s intentions were made plain in a September 5, 2025, letter to the Village from counsel for GEICO, attached as **Exhibit 1**. It states as follows, explaining the impact of its forthcoming move to Bethesda:

This move will free up the GEICO property for the redevelopment reflected in the approved Sector Plan and incorporated into the property’s current zoning. More specifically, we now see an opportunity and a need for the housing previously approved for the GEICO property –townhomes along the Brookdale community and low-rise multifamily buildings along Willard Avenue.

GEICO wants to work with Friendship Heights and its other neighbors through the update in the Friendship Heights Sector Plan to identify more appropriate uses for the portion of the site that initially included new office space along Friendship Boulevard.

Exhibit 1 at 1.

In simpler terms, GEICO is advising that it will develop the residential area of the 1999 Plan exactly how it was approved 26 years ago, as it will be legally entitled to do upon approval of the Application, leaving open for discussion with the community only the 20% of the land area where it no longer wishes to pursue development of office space. And far from its move to Bethesda being an event “freeing up” the GEICO property for development of the remaining 80% of the property, GEICO has had a green light to pursue exactly the indicated development for that area for over 25 years, had it bothered to complete the minimal steps necessary to validate the 1999 Plan.

In sum, the Village shares the staff's hope for "a future holistic review of the Subject Property in the context of Friendship Heights today." Staff Report at 9. That hope, however, will be chimerical with approval of the Application. Approval will leave no reasonable prospect of any such "holistic review." The review will be focused solely on 20% of the Property.

4. GEICO's argument that approval of the Application is necessary to expedite development of the Property should be rejected.

In the Village's written set of concerns about the Application presented to staff (included in Attachment E to the Staff Report), the Village made the point that, given the long passage of time since the 1999 Plan was approved, a fresh look at the redevelopment of the entire Plan area should take place first, via the Sector Plan Update process. Underscoring this is the reality that there is a new generation of residents in Friendship Heights and that there have been great advances taking place since then regarding how best to achieve mixed-use, vibrant and walkable neighborhoods, open space and affordable housing in central business districts. Village Talking Points at 4 (Sept. 22, 2025).

GEICO rejects this point, stating that "the more appropriate approach is to proceed with the previously approved development on the [residential] portion of the property rather than waiting for years as would be required in connection with any update to the Sector Plan and any subsequent subdivision, zoning and Site Plan approvals that would be needed to follow that Sector Plan." Attachment E, GEICO Response at 2.

GEICO's argument rings hollow and unpersuasive from every imaginable perspective. First, approval of the Application will frustrate the completeness of the Sector Plan update process by excluding 80% of the Plan area from the update process, as detailed in Point 3.

Second, GEICO's own plan for completion of the Site Plan to come after approval of its "Amendment" stretches out the development process for another 10 years at the least, for a total of 37 years since the 1999 Plan approval. That is more "waiting for years" to complete most of a development plan that is already 26 years old today.

Third, while denial of the Application will almost surely lead to the voiding of the 1999 Plan in 2026, that is hardly a loss to expedition if someone entity ready, willing, and able to develop and implement a revised Preliminary Plan and corresponding Site Plan takes the helm in place of GEICO. GEICO has repeatedly proclaimed its inability to itself develop the property, as its business is insurance, not development, and GEICO has never secured the services of a developer qualified to proceed with the necessary steps leading to development. Many of the basic parameters for development of the Property have already been established through the process that has stalled to date, reducing the time it is likely to take a competent developer to realize what emerges from a freshly renewed planning process for Friendship Heights. And this is so whether GEICO retains ownership of the Property or sells it to someone whose focus will be on its development, not some other business.

Finally, considering GEICO's track record to date and giving credence to GEICO's claim that the office space to be developed on the Property is not a viable choice anymore given current market conditions, the Board would be justified in denying the Application solely on the grounds that the 1999 Plan is no longer viable. The Board could find on this record that implementation of the 1999 Plan is no longer "capable of being financed, constructed, and marketed within a reasonable time frame." § 50.4.2.H.4.b. The Village is not seeking denial on this basis, but rather on the basis of the other points raised above. But the policy underlying this provision in the Subdivision Ordinance nonetheless amplifies why GEICO's expedition argument rings especially hollow in light of its demonstrated dilatoriness.

Either I or a member of the Village Council will testify in opposition to the Application at the Board hearing on October 23, 2025, and will look forward to answering any questions the Board has about the Village's position on this matter.

Village of Friendship Heights
October 15, 2025
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Sincerely,

A handwritten signature in blue ink that reads "Roy Schaeffer". The signature is written in a cursive style with a large initial "R".

Roy Schaeffer, Mayor
Village of Friendship Heights

Enclosure



Robert R. Harris
Attorney
301-841-3826
rrharris@lerchearly.com

September 5, 2025
Via E-Mail

Dear Village Council, Village of Friendship Heights:

On behalf of GEICO, I am writing to inform you of our plans regarding our application to amend Preliminary Plan No. 1-99039 regarding the GEICO property and to ensure a continued open line of communication.

Approved Sector Plan & Preliminary Plan was Based on Consensus

When Montgomery County last prepared a land use plan for the future of the Friendship Heights area, known as the Friendship Heights Sector Plan, GEICO worked closely with the Village of Friendship Heights and other neighbors to identify land use, transportation, open space, and other goals for the continued evolution of the Friendship Heights area. Working with the Village, in 1998, we jointly reached agreement on the "Consensus Plan" and then jointly supported adoption of that plan before the Montgomery County Planning Board and the County Council. As a result of our collaboration, we produced a mutually beneficial vision for the future of Friendship Heights.

Implementing the Preliminary Plan

Fast forward to today, GEICO is now moving forward to implement that existing and approved plan. Given changes in the business world, GEICO's current headquarters is no longer suitable for its needs, and the company requires a more modern, right-sized workspace for its employees. As a result, the company will be relocating to a new location in downtown Bethesda in 2026.

This move will free up the GEICO property for the redevelopment reflected in the approved Sector Plan and incorporated into the property's current zoning. More specifically, we now see an opportunity and a need for the housing previously approved for the GEICO property – townhomes along the Brookdale boundary and low-rise multifamily buildings along Willard Avenue.

In order to implement that plan, we have submitted a pending application with the Montgomery County Planning Board that reflects prior approvals, with the exception of the 810,000 square feet of additional office space along Friendship Boulevard. Based on changes in the employment world, and evolving land use objectives, new office space is no longer optimal for redevelopment.

Putting Together a New Consensus Plan

GEICO wants to work with Friendship Heights and its other neighbors through the update to the Friendship Heights Sector Plan to identify more appropriate uses for the portion of the site that initially included new office space along Friendship Boulevard.

We would welcome an opportunity to meet with the Village Council at an upcoming meeting to further discuss these ideas.

Robert R. Harris



Land Use Counsel for GEICO