



MAYOR AND COUNCIL

Meeting No. 13-26
Monday, May 11, 2026 - 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/services/request-a-reasonable-accommodation/>

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/services/participate-in-a-community-forum/>

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 or <https://www.rockvillemd.gov/services/participate-in-a-community-forum/> 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 or <https://www.rockvillemd.gov/services/participate-in-a-public-hearing/> 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, June 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 - 6:35 PM**
 - A. 2026 Recognition of the City of Rockville's Winner of the Maryland Municipal League "IF I WERE MAYOR" Essay Contest
3. **Proclamation and Recognition - 6:55 PM**
 - A. Certificate of Recognition - District 17 State Delegation
4. **Agenda Review - 7:00 PM**
5. **City Manager's Report - 7:05 PM**
6. **Boards and Commissions Appointments and Reappointments - NONE**
7. **Presentations - 7:10 PM**

A. District 17 2026 State Legislative Session Wrap-Up Presentation

8. Community Forum - 7:40 PM

9. Consent Agenda - 8:00 PM

A. Authorization for the City Manager to Execute the Moderately Priced Dwelling Unit Homeownership Program Agreement and Approval of and Authorization for the City Manager to Execute the Declaration of Restrictive Covenants for Potomac Woods Phase 2 Development between the Mayor and Council of Rockville and EYA Development LLC, Subject to Approval as to Legal Form by the City Attorney

B. Approval of Minutes

10. Public Hearing - 8:05PM

A. Public Hearing #3 on Zoning Text Amendment TXT2026-00271, for the Zoning Ordinance Rewrite; Mayor and Council of Rockville, Applicants

B. Public Hearing #3 on Zoning Map Amendment Application MAP2026-00126, for a Comprehensive Map Amendment; Mayor and Council of Rockville, Applicants

11. Action Items - NONE

12. Worksession - 8:55 PM

A. Worksession #3 on Zoning Text Amendment Application TXT2026-00271, for the Zoning Ordinance Rewrite and Map Amendment Application MAP2026-00126, for the Comprehensive Map Amendment; Mayor and Council of Rockville, Applicants - Articles 6-8: Uses and Use Standards, Zones and Zone Standards, and General Development Requirements

B. Discussion on the Draft Election Code Update - Work Session #2: Articles VII and VIII

13. Mock Agenda - 11:25 PM

A. Mock Agenda

14. Old / New Business - 11:30 PM

15. Adjournment - 11:45 PM



MAYOR AND COUNCIL Meeting Date: May 11, 2026

Agenda Item Type: PRESENTATION

Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE

Responsible Staff: JUDY PENNY

Subject

2026 Recognition of the City of Rockville's Winner of the Maryland Municipal League "IF I WERE MAYOR" Essay Contest

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommend the Mayor and Council present the Certificate of Recognition to the essay winner, Kiera Newell.

Discussion

The Maryland Municipal League (MML) and the Maryland Mayors' Association (MMA) invited all fourth-grade students to participate in a statewide "If I Were Mayor" essay contest. This year's contest theme was "90 Years Strong: Where Tradition Meets Innovation". The contest gives students a chance to creatively use grade-specific language arts skills and civics/social studies knowledge. Students were encouraged to be creative and address the following:

Participants were encouraged to think creatively about leadership, local government, and ways they would improve their community if they were mayor. "Think about your own community, neighbors, and identify a tradition you value. If you were the mayor, imagine this tradition and your own community transported 90 years forward into the future. How has tradition and your community changed? Has it helped your community to work better together? How will innovation impact your community?"

The essay of Kiera Newell from Bayard Rustin Elementary was selected by the Mayor as the City of Rockville's winner in the Maryland Municipal League's, "If I Were Mayor" contest. Kiera Newell is from the fourth-grade class of Bayard Rustin Elementary.

Kiera will begin the official duties as "Mayor, mini-Mayor, of Rockville" on Monday, May 11, 2026. The mini-Mayor will preside over the opening of the Mayor and Council meeting, call the meeting to order, lead the Pledge of Allegiance, and read the winning essay.

On Tuesday, May 19, 2026, Kiera will report for duty as "Mayor, mini-Mayor, of Rockville". Kiera will start the day at City Hall in the Mayor's Office, receive a guided tour of the Rockville City Police Department, followed by a Police Ride-Along, and then be escorted to Rockville's

Department of Public Works (DPW) Large Equipment Show at Mattie J. Stepanek Park at 1800 Piccard Drive.

The DPW Large Equipment Show is open to the public, and children will be able to climb on the equipment and machinery. After the show, Dumini Mehta will receive a tour of the Croydon Creek Nature Center and then return to City Hall for lunch with Mayor Ashton. Kiera Newell will conclude “Mayor for the Day” activities with participation in Rockville’s Memorial Day Parade on Monday, May 25, 2026.

Mayor and Council History

This is the 23rd consecutive year that the “If I Were Mayor” essay contest winners have been recognized by the Mayor and Council.

Public Notification and Engagement

Tuesday, May 19, 2026, the DPW Large Equipment Show is open to the public; everyone, including the children, can participate in climbing on the equipment and see how it works.

Attachments

D5.KieraNewell.BayardRustin.MsCarpenter (2) - WINNING ESSAY, Contest Rules

Kiera Newell
Bayard Rustin Elementary School
Ms. Carpenter

If I were Mayor, I would make it my mission to ensure our community is a safe, healthy, and caring environment for all residents.

First, I would focus on our schools. To ensure every student gets a world-class education, every school needs the right tools. This means modern science labs, libraries filled with updated books, high-speed Wi-Fi for research and homework, healthy meals and fun after-school clubs.

Second, I would transform our parks. Playgrounds should be fun, but they must also be safe. I would replace hard, prickly ground surfaces with extra-soft, bouncy rubber tiles. This ensures that every child, including those with mobility challenges, can play comfortably and safely without the fear of a hard fall.

Third, I would launch a bi-weekly newsletter titled, *“From the Desk of the Mayor of Rockville.”* It would share both the highlights and the "lowlights" of our city. It is important to listen to residents, share honest updates, and address concerns so that everyone feels heard.

Fourth, I would make it a priority to stop by annual community events to meet with residents face-to-face.

Finally, I would bring us together through sports. Since pickleball is incredibly popular here, I would organize an annual city-wide tournament! We already have amazing courts, a giant yearly tournament would be the perfect way for the community to compete, show off their skills, and celebrate together.

Rockville is already a great place to live, but with the right leadership, it can be extraordinary. If I were Mayor, I would empower every resident to help me build the best community in Maryland.

CONTEST RULES

The contest is open to all Maryland students enrolled in the 4th grade during the 2025-26 school year.

- All essays must be returned via digital method. Mailed entries will not be accepted.
- All essays must begin with the opening line: “If I Were Mayor, I Would...”
- Essays must not exceed 275 words.
- Only one essay may be submitted per student.
- Essays will be judged by contest sponsors in the following areas:
 - Essay relation to contest topic
 - Displayed knowledge about municipal government and the role of a Mayor
 - Creativity
 - Proper use of grammar
- Students must include their first and last names, school and teacher’s name at the top of their essays.
- Essays must be received no later than March 5, 2026.
- Winners will be notified late March. Runners up will be notified mid-May.
- Check our website for a full list of finalists (winning student) anytime late-March and semi-finalists anytime mid-May.

THIS YEAR’S WINNERS WILL RECEIVE:



- \$100 Cash Prize
- Governor Citation



MAYOR AND COUNCIL Meeting Date: May 11, 2026
Agenda Item Type: PROCLAMATION AND RECOGNITION
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: SARA TAYLOR-FERRELL

Subject

Certificate of Recognition – District 17 State Delegation

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommend the Mayor and Council present the State of Maryland District 17 Delegation with a Certificate of Recognition for their hard work for the residents and communities encompassing District 17.

Discussion

The State of Maryland District 17 Delegation has worked hard for the residents of Rockville and the other communities it represents. The Mayor and Council want to acknowledge and recognize their tremendous efforts to represent their constituents, to put forth important legislation that benefits the entire State of Maryland and the region.

State Senate Representation

District 17 is represented in the Maryland State Senate by:

- **Sen. Cheryl C. Kagan (D)**

Full District 17 Delegation (House of Delegates)

District 17 is represented by three delegates in the Maryland House of Delegates:

- **Julie Palakovich Carr (D)**
- **Ryan S. Spiegel (D)**
- **Joseph (Joe) Vogel (D)**

The District 17 Delegation has strongly and effectively represented the City of Rockville, demonstrating a deep commitment to our community and its priorities.

The Mayor and Council of the City of Rockville extend their sincere appreciation to the District 17 Delegation for their steadfast advocacy and continued support of the Rockville community. Their leadership has played a meaningful role in advancing the City's 2026 State Legislative Priorities and in strengthening the partnership between Rockville and the State of Maryland.

Several key legislative efforts championed by the District 17 Delegation will bring significant benefits to Rockville residents. Funding for critical infrastructure projects will support the City's Vision Zero initiative and further shared goals of equity, accessibility, and inclusion. These improvements will enhance safe access for pedestrians, cyclists, and individuals of all abilities by traveling to parks, schools, recreation facilities, and transit.

We gratefully acknowledge your successful efforts in securing \$325,000 in legislative bond initiative funding for the replacement of pedestrian bridges at Twinbrook Park and Dogwood Park, which will provide safer, more reliable connections for residents and visitors and will help strengthen neighborhood connectivity.

Additionally, the Delegation's commitment to the multi-year modernization of emergency communications through Next Generation 9-1-1 (NG911) has contributed to major advancements in technology, cybersecurity, staffing standards, and wireless call location accuracy. This work has been recognized by national emergency services organizations as one of the most consequential public safety reforms in the state.

The Mayor and Council, together with the entire Rockville community, express their gratitude to the District 17 Delegation and look forward to continued collaboration on vital capital improvement projects that enhance the quality of life for all who live, work, and visit Rockville.

Mayor and Council History

This is a special recognition of the tremendous legislative work the Maryland State District 17 Delegation has performed and continues to perform for its constituents.

Public Notification and Engagement

This is the first time this Mayor and Council recognized District 17 Delegation.

Attachments

District 17 Maryland State Delegation - Certificate of Recognition Rev. 1



WHEREAS, the Maryland State District 17 Delegation is Senator Cheryl C. Kagan, Delegate Julie Palakovich Carr, Delegate Ryan Spiegel, and Delegate Joe Vogel; and

WHEREAS, the Mayor and Council of the City of Rockville hereby extend their sincere appreciation and recognition to the District 17 Delegation for their steadfast advocacy and continued support of the City of Rockville and its residents.

WHEREAS, the City of Rockville is very fortunate to be represented by such a dedicated delegation whose leadership and commitment have advanced the City's 2026 State legislative Priorities; and

WHEREAS, in particular, we gratefully acknowledge your successful efforts in securing \$325,000 in legislative bond initiatives funding for the Twinbrook Park and Dogwood Park Pedestrian Bridge Replacement Projects; and

WHEREAS, these critical infrastructure projects directly support the Mayor and Council's Vision Zero initiative and advance shared City and State goals of equity, accessibility, and inclusion. The improvements will enhance safe access for pedestrians, cyclists, and individuals of all abilities to key community destinations, including parks, schools, recreation facilities, and transit; and

WHEREAS, the replacement of the pedestrian bridges at Twinbrook Park and Dogwood Park will provide safer, more reliable connections for residents, especially schoolchildren, and contribute to a stronger, more connected community; and

WHEREAS, the multi-year effort to modernize emergency communications through Next Generation 9-1-1 (NG911) resulted in significant updates to technology, cybersecurity, and staff standards; improved location accuracy for wireless calls; strengthened protections for 911 specialists; and earned recognition from national emergency services organizations as one of the most consequential public safety reforms in the state.

NOW, THEREFORE, the Mayor and City Council, together with the residents of the City of Rockville, Maryland, do hereby celebrate and honor the District 17 Delegation and look forward to a continued partnership with the delivery of vital capital improvement projects that enhance the quality of life for all Rockville residents.




Maniqua Ashton, Mayor


Kate Fulton, Councilmember


Izola (Zola) Shaw, Councilmember


Barry Jackson, Councilmember


Marissa Valeri, Councilmember


David Myles, Councilmember


Adam Van Grack, Councilmember

April 17, 2026



MAYOR AND COUNCIL Meeting Date: May 11, 2026
Agenda Item Type: PRESENTATION
Department: CITY MANAGER'S OFFICE (CMO)
Responsible Staff: LINDA MORAN

Subject

District 17 2026 State Legislative Session Wrap-Up Presentation

Department

City Manager's Office (CMO)

Recommendation

Staff recommends that the Mayor and Council receive a 2026 State Legislative Session Wrap-Up Presentation from the District 17 Delegation.

Discussion

Senator Kagan, Delegate Palakovich Carr, Delegate Spiegel, and Delegate Vogel will present the highlights of their efforts in the 2026 General Assembly Session to the Mayor and Council. Additionally, the Mayor and Council will have the opportunity to ask questions and engage in a conversation with District 17 to explore additional opportunities for Rockville and the Delegation to advocate in support of the City's residents. At Attachment A is a summary of Rockville's 2026 State legislative priorities.

Next Steps

In the coming months, Rockville will develop priorities for the 2027 General Assembly Session, share them with the Delegation, and partner with the City's State legislators to support the interests of Rockville residents.

Attachments

2026 adopted legislation priorities handout 2 (003)



City of Rockville Mayor and Council

2026 STATE LEGISLATIVE PRIORITIES

LEGISLATIVE AND POLICY PRIORITIES

- Require that the State Highway Administration be responsible for **repair and maintenance of sidewalks and bicycle pathways on state-owned roads.**
- **Expand access to the state Homeowner's Property Tax Credit** for low- and moderate-income homeowners, including income-challenged seniors and individuals with disabilities, to provide relief from inflationary pressures and cost-of-living increases.
- Preserve and protect municipal **Highway User Revenue and Police Aid Protection** funds that contribute to the cost of maintaining and repairing Rockville's transportation infrastructure and supporting police services.
- Advocate for state **funding for school construction and operations** to support education from birth through community college, including child care.
 - A fair share of state funding for Montgomery County to cover implementation of the Blueprint for Maryland's Future and prevent larger class sizes, furloughs and layoffs.
- Advocate for **youth and at-risk youth programming**, including:
 - Restoring funding for Youth Service Bureaus.
 - Supporting out-of-school activities.
 - Providing juvenile services for youth involved in repeat crimes who lack access to restorative services.
- **Increase funding for senior transportation services, recreation and wellness programs, senior programs in neighborhoods, aging-in-place and village initiatives, and senior outreach.**
- Support the city's **Vision Zero and Pedestrian Master Plan** efforts.
 - A comparative negligence law allowing pedestrians to claim damages in proportion to their degree of fault in a vehicle crash.
 - Clarifying the state's responsibility for maintaining transportation facilities, including sidewalks and streetlights at state intersections along state roadways, with dedicated state funding for maintenance.
 - Authorization for state stop-sign monitoring systems in school zones for all local governments.
 - Mitigating the rise in streetlight outages to enhance pedestrian safety and reduce overtime required by city police for traffic management during outages.
 - "Don't Block the Box" legislation prohibiting vehicles from entering intersections unless able to clear them completely on green or yellow.
 - Authorization for regional transportation authorities to implement regional plans and raise transportation revenues for the state and local governments.
 - Additional complete-streets implementation along MD 355, Veirs Mill Road and other state roads with high crash or fatality rates.
- **Support legislation aligned with Rockville's Climate Action Plan goals:** reducing greenhouse gas emissions, prioritizing equity and building resiliency.
- **Strengthen tenant protections.**
 - Just Cause Eviction legislation (as originally introduced in 2025, HB 709) prohibiting landlords from failing to renew leases or terminating holdover tenancies without good cause.
 - Landlord-tenant residential lease fee-disclosure requirements, including rent-history disclosure by year.
 - Legislation prohibiting landlords from using algorithmic pricing tools to determine rent.
- Support the **health care safety net and access to vaccines for all residents.**

LEGISLATIVE BOND INITIATIVES

- Option 1: Twinbrook Park and Dogwood Park Pedestrian Bridge Replacements.** Request: \$570,000 in state funding for each project.
Supports equity and inclusion priorities, as well as Vision Zero. Projects include design and construction to replace steel truss pedestrian bridges, providing access to schools and community facilities.
- Option 2: Mattie J.T. Stepanek Park Gender-Neutral Restroom.** Request: \$150,000 in state funding.
Supports equity and inclusion priorities. Converts storage space within the concession building into a single-user, accessible restroom.

ROCKVILLE-ENDORSED MML PRIORITIES

- Support the Maryland Municipal League's priority on **modernizing municipal revenues.**



MORE INFORMATION:

Linda Moran at lmoran@rockvillemd.gov or 240-314-8115





MAYOR AND COUNCIL Meeting Date: May 11, 2026
Agenda Item Type: CONSENT
Department: HOUSING AND COMMUNITY DEVELOPMENT
Responsible Staff: JANE LYONS-RAEDER

Subject

Authorization for the City Manager to Execute the Moderately Priced Dwelling Unit Homeownership Program Agreement and Approval of and Authorization for the City Manager to Execute the Declaration of Restrictive Covenants for Potomac Woods Phase 2 Development between the Mayor and Council of Rockville and EYA Development LLC, Subject to Approval as to Legal Form by the City Attorney

Department

Housing and Community Development

Recommendation

Staff recommend that the Mayor and Council authorize the City Manager to execute the Moderately Priced Dwelling Unit Homeownership Program Agreement and approve and authorize the City Manager to execute the Declaration of Restrictive Covenants between the Mayor and Council and EYA Development LLC.

Discussion

Per Section 13.5-5(a) of the City Code on Moderately Priced Housing, prior to obtaining a building permit, an applicant must submit a written Moderately Priced Dwelling Unit (MPDU) program agreement that has been approved by the Mayor and Council and the City Attorney to the building permit application.

The attached MPDU Homeownership Program Agreement (Attachment 1) is for Potomac Woods Phase 2. The applicant will be constructing 33 townhomes, including five townhomes designated as MPDUs. A substantially final version of the MPDU Homeownership Program Agreement is attached, ready for the Mayor and Council to approve and to authorize the City Manager to execute on the Mayor and Council's behalf.

Additionally, the building permit application must execute and record covenants. This is to assure that the restrictions included in Section 13.5-5 run with the land for the entire period of control and bind the applicant, any assignee, mortgagee, or buyer and all other parties that receive title to the property. The covenants are to be senior among the instruments for

securing permanent financing. Staff and the City Attorney's Office drafted the Declaration of Restrictive Covenants (Attachment 2) for EYA Development LLC.

Mayor and Council History

This matter has not previously gone before the Mayor and Council.

Boards and Commissions Review

On August 11, 2021, the Planning Commission approved STP #2020-00399 to allow for 1) the demolition of an existing office building, 2) the construction of a four-story parking garage with 376 spaces to serve the existing Lifetime Fitness health club, and 3) the construction of approximately 99 townhomes, 96 multifamily residential units, and 213 multifamily senior housing residential units on an approximately 13.15 acre site.

Next Steps

The Moderately Priced Dwelling Unit Homeownership Program Agreement and Declaration of Restrictive Covenants between the Mayor and Council and EYA Development LLC will be finalized for execution by all parties.

Attachments

Potomac Woods Phase 2 MPDU Program Agreement, Potomac Woods Phase 2 MPDU Declaration of Restrictive Covenants

CITY OF ROCKVILLE, MARYLAND
MODERATELY PRICED DWELLING UNITS PROGRAM AGREEMENT
FOR SALE UNITS
(Phase 2 – Townhouse Units)

This **MODERATELY PRICED DWELLING UNITS PROGRAM AGREEMENT – FOR SALE UNITS (Phase 2 – Townhouse Units)** (this “**Agreement**”) is entered into as of this ___ day of May 2026 (the “**Effective Date**”) by and among **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body corporate and municipal corporation of the State of Maryland (the “**Mayor and Council**”), **PW HOMES ASSOCIATES LLC**, a Delaware limited liability company qualified to conduct business in the State of Maryland, having a principal address at 4800 Hampden Lane, Suite 300, Bethesda, Maryland 20814 (the “**Owner**”), and **EYA DEVELOPMENT LLC**, a Maryland limited liability company, having a principal address at 4800 Hampden Lane, Suite 300, Bethesda, Maryland 20814 (the “**Site Plan Applicant**”). Individually, the Mayor and Council, the Owner, and the Site Plan Applicant may each be referred to hereinafter as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

- A. **WHEREAS**, on January 13, 2020, the Site Plan Applicant submitted Level 2 Site Plan Application #2020-00399 (“**STP #2020-00399**”) to the City of Rockville Department of Community Planning and Development Services (“**CPDS**”), and on August 11, 2021, the Planning Commission for the City of Rockville (the “**Planning Commission**”) approved STP #2020-00399 to allow for (i) the demolition of an existing office building (ii) the construction of a 4-story parking garage with 376 spaces to serve the existing Lifetime Fitness health club, and (iii) the construction of approximately 99 townhomes, 96 multifamily residential units, and 213 multifamily senior housing residential units (collectively, the “**Potomac Woods Multi-Use Development Project**”), on an approximately 13.15 acre site, identified as **Part of Lot 23, Block A, Wheel of Fortune Subdivision** at 11511 Fortune Terrace (the “**Potomac Woods Multi-Use Development Real Property**”), subject to certain condition (among others) that the Site Plan Applicant submit for review and approval by the Planning Commission a preliminary plan of resubdivision and a final record plat application to resubdivide the Potomac Woods Multi-Use Development Real Property into new record lots for the Potomac Woods Multi-Use Development Project, which must be approved and recorded prior to the issuance of building permits; and
- B. **WHEREAS**, on July 18, 2023, Marsol Fortune Terrace, LLC, a Maryland limited liability company (the “**Final Record Plat Applicant**”) submitted Final Record Plat application #PLT2024-00618 (“**PLT #2024-00618**”) to CPDS in accordance with STP #2020-00399, and on September 13, 2023, the Planning Commission approved PLT #2024-00618 to allow for the resubdivision of the Potomac Woods Multi-Use Development Real Property and create Lots 23A through 23E in Block A, Wheel of Fortune Subdivision (the “**Tower**”

Preserve Townhomes Real Property”), in order to facilitate the transfer of ownership of the Potomac Woods Townhomes Real Property to the Owner, subject to the condition (among others) that Lot 23A, Lot 23B, Lot 23C, Lot 23D, and Lot 23E must each be further subdivided into the configuration consistent with STP2020-00399 “prior to the issuance of building permits for improvements on these properties”; and

- C. **WHEREAS**, the Planning Commission approved Minor Site Plan Amendment STP2024-00462 as an amendment to STP #2020-00399 which allowed for modifications to the unit mix within the Potomac Woods Townhomes Real Property which reduced the number of townhomes from 99 to 85 as well as other modifications in the hardscape/landscape in open areas and public use spaces (the "**Amended STP #2020-00399**"); and
- D. **WHEREAS**, in order to comply with certain conditions of PLT #2024-00618, on July 18, 2024, the Owner submitted Final Record Plat applications PLT2025-00624 and PLT2025-00625 (the "**Phase 2 Plat Applications**") to CPDS for the resubdivision of Record Lots 23D and 23E in the Potomac Woods Townhomes Real Property, as described on **Exhibit A** and attached hereto (the "**Phase 2 - Potomac Woods Townhomes Real Property**"), and on November 13, 2024, the Planning Commission approved the Phase 2 Plat Applications to allow for the resubdivision of the Phase 2 – Potomac Woods Townhomes Real Property to accommodate the construction of thirty-three (33) townhomes, public use space and open space, and private alleys, as contemplated by Amended STP #2020-00399; and
- E. **WHEREAS**, in order to facilitate the implementation of Amended STP #2020-00399, the Owner acquired the fee ownership interest in the resubdivided Phase 2 - Potomac Woods Townhomes Real Property from the Final Record Plat Applicant, Dafink Fortune Terrace LLC, a Maryland limited liability company, Sufink Fortune Terrace LLC, a Maryland limited liability company, Solfam Fortune Terrace LLC, a Maryland limited liability company, Fortune Terrace Investment LLC, a Maryland limited liability company, and Tash Development, LLC, a Delaware limited liability company (collectively, the "**PW Real Property Sellers**") by virtue of that certain Special Warranty Deed dated April 2, 2026, and recorded on April 9, 2026, in Book 70347, at Page 208, among the Montgomery County land records; and;
- F. **WHEREAS**, the Owner was formed and organized as a Delaware limited liability company for the purpose of, among other things, acquiring the fee simple title to the Potomac Woods Townhomes Real Property and forming, developing, financing, constructing, owning and selling the eighty-five (85) residential townhome dwelling units thereon, including, without limitation, thirty-three (33) residential townhouse dwelling units (the "**Phase 2 Potomac Woods Townhouse Units**") on the Phase 2 – Potomac Woods Townhomes Real Property; and
- G. **WHEREAS**, the Owner previously acquired the first phase of the Potomac Woods Townhomes Real Property (the "**Phase 1 - Potomac Woods Townhomes Real Property**")

for purposes of developing, financing, constructed, owning and selling fifty-two (52) residential townhouse dwelling units (the "**Phase 1 Potomac Woods Townhouse Units**", and the Phase 1 Potomac Woods Townhouse Units and the Phase 2 Potomac Woods Townhouse Units being collectively referred to as the "**Potomac Woods Townhouse Units**"); and

- H. **WHEREAS**, the PW Real Property Sellers no longer own any portion of the Potomac Woods Townhomes Real Property, having conveyed all of the Potomac Woods Townhomes Real Property to Owner and having conveyed that portion of the Potomac Woods Townhomes Real Property which is not included in the Potomac Woods Townhomes Real Property, and is that portion of the Potomac Woods Multi-Use Development Project described in clause (iii) in Recital A above (that portion in clause (iii) in Recital A above is referred to as (the "**Potomac Woods Condominium Real Property**")) to another developer; and
- I. **WHEREAS**, the Potomac Woods Townhouse Real Property and the Potomac Woods Condominium Real Property will be developed as a residential community (the "**Northside Residential Development**") consisting of, among other things, the Potomac Woods Townhouse Units and certain multi-family residential dwelling units to be developed by on the Potomac Woods Condominium Real Property, as well as public use space, private open space, and private alleys; and
- J. **WHEREAS**, pursuant to Chapter 13.5 of the Rockville City Code (the "**MPDU Ordinance**") and the associated City of Rockville, Maryland Moderately Priced Housing Regulations (the "**MPDU Regulations**"), a minimum of fifteen percent (15%) of the residential units constructed in the Northside Residential Development are required to be designated as moderately priced dwelling units ("**Moderately Priced Dwelling Units**" or "**MPDUs**"), which must be reserved for sale to Eligible Households (as defined below) (the "**Rockville Affordable Housing Contribution Requirement**"); and
- K. **WHEREAS**, pursuant to the MPDU Ordinance and the terms of this Agreement, (i) the Owner entered into that certain Moderately Priced Dwelling Units Program Agreement for Sale Units (Phase 1 – Townhouse Units) with the Mayor and Council, dated April 12, 2024 with respect to the designation, administration and sale of eight (8) of the Phase 1 Potomac Woods Townhouse Units as MPDUs, and (ii) the Owner now wishes to designate, administer, and sell five (5) Phase 2 Potomac Woods Townhouse Units as MPDUs (the "**Phase 2 MPDU Townhouse Units**"), of which (i) one (1) shall be reserved for sale to and occupancy by Eligible Households with annual incomes at or below fifty percent (50%) of the Area Median Income, (ii) two (2) shall be reserved for sale to and occupancy by Eligible Households with annual incomes at or below sixty percent (60%) of the Area Median Income, and (iii) two (2) shall be reserved for sale to and occupancy by Eligible Households with annual incomes at or below eighty percent (80%) of the Area Median Income; and

- L. **WHEREAS**, pursuant to that certain Assignment and Assumption of Intangible Property, dated April 2, 2026, by and between the PW Real Property Sellers and the Owner, the Final Record Plat Applicant transferred and assigned to the Owner all of its rights and obligations under the development approvals for the Phase 2 – Potomac Woods Townhomes Real Property, including #PLT2024-00618 and Amended STP #2020-00399; and
- M. **WHEREAS**, as required by the MPDU Ordinance, **(i)** in order to obtain a building permit for all or portions of the Phase 2 - Potomac Woods Townhomes Real Property and Phase 2 Potomac Woods Townhouse Units, the Owner is required to submit to the CPDS a fully executed copy of this Agreement that has been approved by the Mayor and Council and the City Attorney, and **(ii)** the Owner and the Site Plan Applicant are required to execute certain documents in order to evidence compliance with the Rockville Affordable Housing Contribution Requirement and, pursuant thereto, the execution of this Agreement and the Owner’s execution of the Phase 2 MPDU Restrictive Covenant (as defined below) shall evidence such compliance, as more particularly set forth below.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the covenants 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:

**ARTICLE I
INCORPORATION OF RECITALS; DEFINITIONS; AND EXHIBITS**

Section 1.01. Incorporation of Recitals. The foregoing recitals above are an integral part of this Agreement and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Agreement. Accordingly, the foregoing recitals are fully incorporated into this Agreement by this reference as if fully set forth herein.

Section 1.02. Specific Definitions. In addition to other terms defined herein, each of the following terms shall have the meaning assigned to it in this Section, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders:

“Amended STP #2020-00399” shall have the meaning described in Recital C.

“Area Median Income” or ***“AMI”*** means the median income for the Washington, DC-Arlington-Alexandria, DC-VA-MD HUD Metro FMR Area, adjusted for Household Size, as published from time to time by HUD pursuant to Section 4 of the United States Housing Act of 1937.

“Construction Staging Plan” shall have the meaning described in Section 2.03(a),

“CPDS” shall have the meaning described in Recital A.

“DHCD” means the City of Rockville Department of Housing and Community Development.

“Director” means the Director of the City of Rockville Department of Housing and Community Development.

“Eligible Household” means a person or household whose annual gross income qualifies the person or household to participate in the Mayor and Council’s moderately priced dwelling unit (MPDU) homeownership program, as determined by the City Manager or his authorized designee.

“Eligibility List” means the list, maintained by DHCD in accordance with the MPDU Ordinance, of Eligible Households who are seeking to purchase moderately priced dwelling units in the City of Rockville pursuant to the Mayor and Council’s moderately priced dwelling unit (MPDU) homeownership program.

“Final Record Plat Applicant” shall have the meaning described in Recital B.

“Household Size” means the actual number of persons in the Eligible Household.

“Housing Agency” means Rockville Housing Enterprises, the successor entity to the Housing Authority of the City of Rockville, or such other agency or organization as the Mayor and Council may designate.

“**HUD**” means the United States Department of Housing and Urban Development.

“**Moderately Priced Dwelling Units**” or “**MPDUs**” shall have the meaning described in Recital H.

“**MPDU Ordinance**” shall have the meaning described in Recital J.

“**MPDU Regulations**” shall have the meaning described in Recital J.

“**Owner**” means PW Homes Associates LLC, a Delaware limited liability company, qualified to do business in the State of Maryland, having a principal address at 4800 Hampden Lane, Suite 300, Bethesda, Maryland 20814, and its successors and approved assigns.

“**Phase 1 - Potomac Woods Townhomes Real Property**” shall have the meaning described in Recital G.

“**Phase 1 Potomac Woods Townhouse Units**” shall have the meaning described in Recital G.

“**Phase 2 MPDU Townhouse Unit Compliance Control Period**” means the thirty (30) year period commencing upon the date of the first sale and settlement of each Phase 2 MPDU Townhouse Unit and terminating thirty (30) years later at 11:59 p.m., during which time the Owner covenants and agrees for itself, its successors, or its assigns, that each Phase 2 MPDU Townhouse Unit shall be conveyed subject to the Phase 2 MPDU Restrictive Covenants and Article II of this Agreement.

“**Phase 2 MPDU Restrictive Covenants**” means that certain *Deed of Declaration of Restrictive Covenants and Conditions for the Mayor and Council of Rockville’s Moderately Priced Dwelling Unit (MPDU) Homeownership Program*, dated the Effective Date and recorded among the Montgomery County, Maryland land records (the “**Land Records**”) by the Owner for the benefit of the Mayor and Council and its MPDU Home Ownership Program, containing covenants, conditions and restrictions regarding the ownership, operation, use, sale and occupancy of each Phase 2 MPDU Townhouse Unit during the Phase 2 MPDU Townhouse Unit Compliance Control Period, substantially in the form attached hereto as **Exhibit C**.

“**Phase 2 MPDU Townhouse Units**” shall have the meaning described in Recital K.

“**Phase 2 Plat Applications**” shall have the meaning described in Recital D.

“**Phase 2 - Potomac Woods Townhomes Real Property**” shall have the meaning described in Recital D.

“**Phase 2 Potomac Woods Townhouse Units**” shall have the meaning described in Recital F.

“Planning Commission” shall have the meaning described in Recital A.

“PLT #2024-00618” shall have the meaning described in Recital B.

“Potomac Woods Condominium Real Property” shall have the meaning described in the Recital H.

“Potomac Woods Multi-Use Development Project” shall have the meaning described in Recital A.

“Potomac Woods Multi-Use Development Real Property” shall have the meaning described in Recital A.

“Northside Residential Development” shall have the meaning described in Recital I.

“Potomac Woods Townhomes Real Property” shall have the meaning described in Recital B.

“Potomac Woods Townhouse Units” shall have the meaning described in Recital G.

“Priority Eligibility List” means that certain list, maintained by DHCD, of Eligible Households who are seeking to purchase moderately priced dwelling units in the City of Rockville pursuant to the Mayor and Council’s moderately priced dwelling unit homeownership program, that includes: (i) persons in an Eligible Households that live or work within the corporate boundaries of the City of Rockville, (ii) Eligible Households that are headed by a person or persons over the age of fifty-five, or (iii) Eligible Households that are seeking to purchase an MPDU with 3 or more bedrooms.

“Priority Marketing Period” means the ninety (90) day period, as determined by DHCD, during which time only Eligible Households who are listed on the Priority Eligibility List may contract to purchase MPDUs listed in an Offering Notice.

“PW Real Property Sellers” shall have the meaning described in the Recital E.

“Rockville Affordable Housing Contribution Requirement” shall have the meaning described in Recital H.

“STP #2020-00399” shall have the meaning described in Recital A.

“Term” means from the Effective Date through the date of the closing of the sale of the last Phase 2 MPDU Townhouse Unit, during which time the Owner covenants and agrees for itself, its successors or its assigns under this Agreement, to comply with each restriction and covenant set forth in the Phase 2 MPDU Restrictive Covenants and this Agreement.

Section 1.03. General. Any capitalized term to which a meaning is expressly given in this Agreement shall have the meaning assigned to it hereunder, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders.

Section 1.04. Exhibits. The following Exhibits are attached to this Agreement and are fully incorporated into this Agreement by this reference as if fully set forth herein:

- Exhibit A Legal Description of the Phase 2 - Potomac Woods Townhomes Real Property

- Exhibit B Intentionally Omitted

- Exhibit C Form of Phase 2 MPDU Restrictive Covenants

- Exhibit D Construction Staging Plan

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**ARTICLE II
ROCKVILLE AFFORDABLE HOUSING CONTRIBUTION COVENANTS**

Section 2.01. General Covenant. In accordance with the MPDU Ordinance, the Owner hereby covenants and agrees for itself, its successors, and its assigns, to comply with each restriction and covenant set forth in the Phase 2 MPDU Restrictive Covenants and this Article II for the duration of the Term.

Section 2.02. Affordable Housing Contribution Requirement – Designation of MPDUs.

(a) Intentionally Omitted.

(b) Phase 2 MPDU Townhouse Units. The Owner covenants and agrees to comply with the Rockville Affordable Housing Contribution Requirement and the MPDU Ordinance by designating the following five (5) residential townhouse units on the Phase 2 - Potomac Woods Townhomes Real Property as Moderately Priced Dwelling Units solely for sale to and occupancy by Eligible Households pursuant to the terms of this Agreement and the Phase 2 MPDU Restrictive Covenants:

Address	Tax ID Number	Eligible Household Maximum Income	Number Of BRs/ BAs	Approx. NET Sq Ft	Initial Maximum Sale Price
1. 1206 Hillgate Place		80% AMI	3 / 2	1,478 sf	\$417,200
2. 1208 Hillgate Place		60% AMI	3 / 2	1,478 sf	\$298,230
3. 1216 Hillgate Place		80% AMI	3 / 2	1,478 sf	\$417,200
4. 1218 Hillgate Place		60% AMI	3 / 2	1,478 sf	\$298,230
5. 1220 Hillgate Place		50% AMI	3 / 2	1,478 sf	\$238,600

(c) Intentionally Omitted.

Section 2.03. Construction of Phase 2 MPDU Townhouse Units.

(a) Construction Staging. In accordance with the MPDU Ordinance, and pursuant to that certain plan for staging construction of the Phase 2 Potomac Woods Townhouse Units (the “**Construction Staging Plan**”), attached hereto as **Exhibit D**, the Owner covenants and agrees to construct, or cause to be constructed, the Phase 2 MPDU Townhouse Units contemporaneously with or before the market-rate Phase 2 Potomac Woods Townhouse Units, as provided for in the Construction Staging Plan.

(b) The Owner covenants and agrees that each Phase 2 MPDU Townhouse Unit constructed shall be comparable in infrastructure, construction quality, and exterior design to market-rate units constructed on the Phase 2 - Potomac Woods Townhomes Real Property. Interior

features and finishes must be durable, of good quality, and consistent with contemporary standards for new housing and comparable in quality to the market-rate units constructed on the Phase 2 - Potomac Woods Townhomes Real Property.

(c) The Owner covenants and agrees that each Phase 2 MPDU Townhouse Unit constructed shall comply with all applicable local, state, and federal laws, statutes, ordinances, and regulations necessary to permit occupancy of the Phase 2 MPDU Townhouse Unit.

(d) The Owner covenants and agrees that, upon completion of construction and prior to the sale of each Phase 2 MPDU Townhouse Unit, the City Manager or his authorized designee shall have the right to perform on-site inspections during normal business hours after reasonable prior written notice to the Owner in order to confirm compliance with the terms of this Agreement. The Owner shall cooperate with any such inspection.

Section 2.04. Offering of Phase 2 MPDU Townhouse Units.

(a) Offering to the General Public. The Owner covenants and agrees to offer the Phase 2 MPDU Townhouse Units to the general public for sale to Eligible Households in accordance with the MPDU Ordinance and the terms of this Agreement.

(b) Offering Notice. Prior to offering any Phase 2 MPDU Townhouse Unit for sale, the Owner covenants and agrees that it shall provide the DHCD Director with an “**Offering Notice**” that shall include the following information:

- i. The number of Phase 2 MPDU Townhouse Units being offered for sale;
- ii. The bedroom mix of the Phase 2 MPDU Townhouse Units being offered for sale;
- iii. The floor area for each Phase 2 MPDU Townhouse Unit type being offered for sale;
- iv. A description of the amenities offered in each Phase 2 MPDU Townhouse Unit being offered for sale;
- v. A statement of the availability of Phase 2 MPDU Townhouse Units for sale, including information regarding any mortgage financing available to potential buyers;
- vi. The date on which the Owner will be ready to begin marketing the Phase 2 MPDU Townhouse Units listed in the Offering Notice to Eligible Households;
- vii. A vicinity map of the area where the Phase 2 MPDU Townhouse Units that will be offered are located; and

- viii. A fully executed copy of the approved development, subdivision or site plan, as applicable, for the Northside Residential Development, and such information or documents as the DHCD Director may require.

(c) Acceptance of Offering Notice. In accordance with the MPDU Ordinance, upon acceptance by the DHCD Director of a complete Offering Notice, the DHCD Director shall:

i. notify the Housing Agency that it has an option to purchase up to 33 and 1/3% of the Phase 2 MPDU Townhouse Units listed in the Offering Notice (In order to exercise its option, the Housing Agency must submit to the Owner, within twenty-one (21) calendar days of receipt of the notification from the DHCD Director, a notice of intent to exercise its option to purchase specific Phase 2 MPDU Townhouse Units); and

ii. notify the Owner (A) as to when the Priority Marketing Period will begin for the available Phase 2 MPDU Townhouse Units listed in the Offering Notice, and (B) as to whether the Owner will be required to offer the available Phase 2 MPDU Townhouse Units listed in the Offering Notice to Eligible Households pursuant to a lottery or by another method that will assure that Eligible Households will have an equitable opportunity to purchase the available Phase 2 MPDU Townhouse Units not otherwise purchased by the Housing Agency.

Section 2.05. Initial Sale of Phase 2 MPDU Townhouse Units.

(a) Sale – Eligible Households on the Priority Eligibility List.

i. During the ninety (90) day Priority Marketing Period, all of the Phase 2 MPDU Townhouse Units listed in the Offering Notice (excluding those units that the Housing Agency will purchase pursuant to its option) shall be exclusively offered for sale to Eligible Households selected from the Priority Eligibility List, in accordance with DHCD’s notification, marketing, and selection procedures. The Owner shall make a good faith effort to enter into purchase contracts with Eligible Households selected from the Priority Eligibility List during the Priority Marketing Period.

ii. Notwithstanding subsection (a)i., the Owner shall not offer any MPDU Townhouse Units for sale to an Eligible Household selected from the Priority Eligibility List, unless and until the Owner has first executed and recorded the Phase 2 MPDU Restrictive Covenants among the Land Records.

(b) Sale – Eligible Households on the Eligibility List. If any of the Phase 2 MPDU Townhouse Units listed in the Offering Notice remain unsold after the Priority Marketing Period, then all of the remaining unsold Phase 2 MPDU Townhouse Units listed in the Offering Notice shall be offered for sale to Eligible Households selected from the Eligibility List, in accordance with DHCD’s notification, marketing, and selection procedures.

(c) Agreement of Sale. A final executed copy of the agreement of sale for each Phase 2 MPDU Townhouse Unit must be delivered to the DHCD Director no later than thirty (30) days prior to settlement. The agreement of sale for each Phase 2 MPDU Townhouse Unit must include a notice provision which fully and completely discloses the resale price restrictions and controls established in this Agreement.

(d) Notification, Marketing, and Selection Procedures. The Owner covenants and agrees to comply with all notification, marketing, and selection procedures established by the DHCD Director in order to assure Eligible Households an equitable opportunity to purchase available Phase 2 MPDU Townhouse Units listed in the Offering Notice.

Section 2.06. Maximum Sale Price Restrictions.

(a) In accordance with the MPDU Ordinance, the Owner covenants and agrees that the Phase 2 MPDU Townhouse Units shall not be sold by the Owner at prices that exceed the initial maximum sale prices established by the Mayor and Council, as listed in Section 2.02(b).

(b) The Owner covenants and agrees that the owners of the Phase 2 MPDU Townhouse Units shall have full access to all amenities provided to owners of the market-rate Phase 2 Potomac Woods Townhouse Units, if any, subject to the rules, regulations and conditions governing the use of these facilities for all owners as reasonably established by the Owner, its agent, or a home owners association created for the Northside Residential Development (“HOA”). For the duration of the Phase 2 MPDU Townhouse Unit Compliance Control Period, each owner of a Phase 2 MPDU Townhouse Unit shall pay no more than fifty percent (50%) of the regular monthly HOA assessment charged to owners of the market-rate Phase 2 Potomac Woods Townhouse Units. The fifty percent (50%) cap on regular monthly HOA assessments for each owner of a Phase 2 MPDU Townhouse Unit will not apply to special HOA assessments charged to such owner.

Section 2.07. Buyer Certification.

(a) In accordance with the MPDU Ordinance, every buyer of a Phase 2 MPDU Townhouse Unit shall certify on a certificate prescribed by the City Manager (the “**Certificate of Eligibility**”) that such buyer will be purchasing the Phase 2 MPDU Townhouse Unit under the Mayor and Council of Rockville’s MPDU Homeownership Program for such buyer’s own use, or as the primary residence of the buyer’s family. A copy of each Certificate of Eligibility must be provided to the DHCD Director and must be maintained on file with DHCD.

(b) The Owner covenants and agrees that it shall not sell any Phase 2 MPDU Townhouse Units without first obtaining the buyer’s Certificate of Eligibility.

Section 2.08. Required Deed Language.

(a) The Owner covenants and agrees that each deed from the Owner to the initial purchaser of a Phase 2 MPDU Townhouse Unit shall contain the following language setting forth that the townhouse unit being conveyed is subject to the Phase 2 MPDU Restrictive Covenants, and that all future deeds transferring the Phase 2 MPDU Townhouse Unit being conveyed shall be subject to the Phase 2 MPDU Restrictive Covenants for the duration of the Phase 2 MPDU Townhouse Unit Compliance Control Period:

THIS TOWNHOUSE UNIT IS SUBJECT TO THAT CERTAIN DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR THE MAYOR AND COUNCIL OF ROCKVILLE'S MODERATELY PRICED DWELLING UNIT (MPDU) HOMEOWNERSHIP PROGRAM, RECORDED IN DEED BOOK _____, PAGE _____ AMONG THE MONTGOMERY COUNTY LAND RECORDS. This provision shall run with the property and bind upon the property and shall bind Grantee(s) and each Grantee's, heirs, personal representatives, successors and assigns. All future deeds for this property shall contain this provision.

(b) Intentionally Omitted.

(c) The Owner covenants and agrees that during the Term, the Owner shall submit to the DHCD Director a copy each fully executed purchase agreement and, upon closing of the sale of each Phase 2 MPDU Townhouse Unit, the closing statement and a copy of the recorded deed. Further, the Owner covenants and agrees to provide any additional information reasonably requested by the DHCD Director. The City Manager or his written designee shall have the right to examine and make copies of all books, records or other documents of the Owner which pertain to the Phase 2 MPDU Townhouse Units.

Section 2.09. Intentionally Omitted.

Section 2.10. Term of this Agreement. The Parties hereby declare their express intent that the covenants and restrictions set forth in this Article II shall bind the Owner during the Term. Upon the expiration of the Term (*i.e.*, the closing date of the sale of the last Phase 2 MPDU Townhouse Unit, subject to the terms of this Agreement), the Owner shall have no further obligation under this Article II. Every contract, deed or other instrument hereafter executed covering Phase 2 MPDU Townhouse Units during the Term, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument.

Section 2.11. Restrictive Covenants to Run with the Land. The Owner covenants and agrees to record in the Land Records the Phase 2 MPDU Restrictive Covenants, dated the Effective Date, substantially in the form attached hereto as **Exhibit C**. The Mayor and Council and the Owner hereby declare their express intent that the Phase 2 MPDU Restrictive Covenants shall run with the land and shall bind all successors in title to each of the Phase 2 MPDU Townhouse Units. All deeds to purchasers of the Phase 2 MPDU Townhouse Units shall state that the real property

which is encumbered by such deed is subject to the Phase 2 MPDU Restrictive Covenants for the duration of the Phase 2 MPDU Townhouse Unit Compliance Period as set forth in Section 2.08(a) above. The City Manager (or his authorized designee) shall administer, implement, and enforce the requirements of the Phase 2 MPDU Restrictive Covenants for every Phase 2 MPDU Townhouse Unit. After the initial sale of the Phase 2 MPDU Townhouse Units by the Owner, the Owner shall have no obligation to administer, implement or enforce the Phase 2 MPDU Restrictive Covenants.

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**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE OWNER**

The Owner hereby (i) makes the following representations and warranties to the Mayor and Council, as of the Effective Date, (ii) covenant that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Agreement not to be true in any material respect, the Owner shall promptly give written notice of such fact or condition to the City Manager or his written designee, and (iii) acknowledge that the Mayor and Council shall rely upon the Owner’s representations made herein notwithstanding any investigation made by or on behalf of the Mayor and Council:

Section 3.01. Organization.

(a) Intentionally Omitted.

(b) The Owner is duly organized, validly existing and in good standing under the laws of the State of Delaware, is duly qualified to do business under the laws of the State of Maryland and has the power and authority to own the Phase 2 - Potomac Woods Townhomes Real Property and carry on its business as now being conducted.

(c) Intentionally Omitted.

Section 3.02. Authority of the Owner. The Owner has full power and authority to execute and deliver this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

Section 3.03. Authority of Persons Executing Documents. This Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Owner, and all actions required under the Owner’s organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this 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 3.04. Valid Binding Agreements. This Agreement and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed, and delivered constitute, legal, valid, and binding obligations of the Owner enforceable against the Owner in accordance with their respective terms, subject to laws affecting creditors rights and principles of equity.

Section 3.05. No Breach of Law or Agreement. To the knowledge of the Owner, neither the execution nor delivery of this Agreement nor any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this 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 Owner, or any provision of the organizational documents of the Owner, or will materially conflict with or constitute a material breach of or a material default under any agreement to which the Owner is a Party, or will result in the creation or imposition of any lien upon assets or property of the Owner.

Section 3.06. Pending Proceedings. To the Owner's knowledge, the Owner is not in default in any material respect under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the Owner, threatened against or affecting the Owner or the Phase 2 - Potomac Woods Townhomes Real Property, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to the Owner, materially affect the Owner's obligations under this Agreement.

Section 3.07. Title to Land. At the time of recordation of the Phase 2 MPDU Restrictive Covenants, the Owner shall have good and marketable fee title to the Phase 2 - Potomac Woods Townhomes Real Property, subject to any ground leases, mortgages, deeds of trusts, easements, rights of way, and other encumbrances, none of which interferes with the use and intended use of Phase 2 - Potomac Woods Townhomes Real Property or the Phase 2 MPDU Restrictive Covenants.

**ARTICLE IV
MISCELLANEOUS PROVISIONS**

Section 4.01. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Owner and Mayor and Council 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 first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, addressed to:

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

With copies to:

Office of the City Attorney
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Cynthia Walters, Acting City Attorney

Office of the City Manager
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Jeff Mihelich, City Manager

Department of Housing and Community Development
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Ryan Trout, Director

To the Owner:
To the Site Plan Applicant: PW Homes Associates LLC
c/o EYA Development LLC
4800 Hampden Lane, Suite 300
Bethesda, Maryland 20814
Attn: Rafael Muniz

With copies to:

Greenstein DeLorme & Luchs PC
801 17th Street, N.W., Suite 1000
Washington, D.C. 20006
Attn: Judith R. Goldman, Esq.

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 third (3rd) 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 4.02. Relationship of Parties. The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the Parties and no relationship of partnership, joint venture or other joint enterprise shall be deemed to be created hereby by and among the Parties pursuant to this Agreement.

Section 4.03. Interpretation. The terms of this 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 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 Agreement.

Section 4.04. Indemnification. The Owner shall indemnify, defend and hold the Mayor and Council and its respective officers, employees, agents, successors and assigns harmless from and against: (a) any and all claims, liabilities and losses whatsoever (together with any expenses directly related thereto, including but not limited to, damages, court costs and reasonable attorneys’ fees) occurring to or resulting from any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, (b) any and all claims, liabilities and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Owner’s performance of this Agreement, including but not limited to any such claims, liabilities or losses which occur on the Phase 2 - Potomac Woods Townhomes Real Property, and (c) such claims, liabilities, or losses which arise out of the renovation, construction and operation of the Phase 2 - Potomac Woods Townhomes Real Property. “Owner’s performance” includes Owner’s action or inaction and the action or inaction of the Owner’s officers, employees, agents, contractors, and subcontractors. This indemnification and hold harmless obligation shall not extend to any claim arising solely out of the gross negligence or willful misconduct of the Mayor and Council and its respective employees and agents. The provision of this Section 4.04 shall survive the expiration of the Phase 2 MPDU Townhouse Unit Compliance Control Period.

Section 4.05. Non-Liability of Officials, Employees and Agents. No member of the Mayor and Council or any of its respective officers, employees, successors or agents shall be personally liable to the Owner in the event of any default or breach by the Mayor and Council or for any amount which may become due to the Owner or its respective successors or assigns or on any obligation under the terms of this Agreement.

Section 4.06. No Third-Party Beneficiaries. No provision of this 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 4.07. Parties Bound. Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land shall bind the Owner and its respective successors and assigns for the entire Term, and the benefit hereof shall inure to the benefit of the Mayor and Council and its successors and assigns.

Section 4.08. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this 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 Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this 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 Agreement or that portion which is found to be unenforceable.

Section 4.09. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland. The Parties consent to the jurisdiction and venue of the Circuit Court for Montgomery County, Maryland.

Section 4.10. Liability of the Mayor and Council. The Mayor and Council, by the acceptance and performance of this Agreement does not assume any liability (other than to the Owner pursuant to the terms hereof), and the Owner hereby releases the Mayor and Council and any of its individual agents or employees from any such liability, and no claim shall be made by the Owner upon the Mayor and Council or such employees or agents for or on account of any matter or thing.

Section 4.11. Exhibits. All Exhibits referred to in this Agreement are by such references fully incorporated herein.

Section 4.12. Entire Agreement, Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to the Rockville Affordable Housing Contribution Requirement. All waivers of the provisions of this 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 4.13. Time of the Essence. Time is of the essence in the performance of this Agreement.

Section 4.14. Language Construction. The language of each and all paragraphs, terms and/or provisions of this Agreement, shall in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any Party and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

Section 4.15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be original, and such counterparts shall constitute one and the same instrument.

Section 4.16. No Waiver of Sovereign Immunity by Mayor and Council. Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement nor any action taken by the Mayor and Council pursuant to this Agreement nor any document which arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the City of Rockville's elected and appointed officials, officers, and employees.

Section 4.17. Violation. Any breach, default, or violation of or under this Agreement by the Owner that is not cured within a reasonable period of time after written notice by the City Manager shall also be considered a violation of the MPDU Ordinance.

(Signature pages to follow)

IN WITNESS WHEREOF, the Mayor and Council and the Owner have each executed, or caused to be duly executed, this Moderately Priced Dwelling Units Program Agreement – For Sale Units under seal in duplicate, 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

Cynthia Walters, Acting City Attorney

By: _____
Jeff Mihelich, City Manager

ATTEST

By: _____
Sara Taylor-Ferrell, City Clerk / Director of
Council Operations

OWNER

PW Homes Associates LLC, a Delaware limited liability company.

By: PW Manager LLC, a Delaware limited liability company, Manager

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ___ day of _____ 2026, before me, personally appeared _____, who acknowledged [himself/herself] to be the _____ of PW Manager LLC, a Delaware limited liability company, Manager of PW Homes Associates LLC, a Delaware limited liability company and named as Owner in the above instrument, and that [he/she], as _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of PW Homes Associates LLC, a Delaware limited liability company by [him/her] as the _____ of said PW Manager LLC.

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

NOTARY PUBLIC

My Commission Expires: _____

SITE PLAN APPLICANT

EYA Development LLC, a Maryland limited liability company.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ____ day of _____ 2026, before me, personally appeared _____, who acknowledged [himself/herself] to be the _____ of EYA Development LLC, a Maryland limited liability company named as the Site Plan Applicant in the above instrument, and that [he/she], as _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of EYA Development LLC, a Maryland limited liability company.

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

NOTARY PUBLIC

My Commission Expires: _____

Exhibit A
LEGAL DESCRIPTION OF PHASE 2 - POTOMAC WOODS
TOWNHOMES REAL PROPERTY

Legal Description

All those lots or parcels of land, together with the improvements thereon and appurtenances thereunto belonging, lying, situate and being in the City of Rockville, Montgomery County, Maryland, being more particularly described as follows:

Lots numbered 80, 81, 85, 86, and 87, Block A, as per Plat 8, Subdivision Plat, Lots 64-96, Parcels L, M, N, O & P, Block A", WHEEL OF FORTUNE, recorded among the Land Records of Montgomery County, Maryland as Plat numbered 26081.

NOTE FOR INFORMATIONAL PURPOSES ONLY:

Address	Lot #	Block	Tax ID Number
1206 Hillgate Place	80	A	
1208 Hillgate Place	81	A	
1216 Hillgate Place	85	A	
1218 Hillgate Place	86	A	
1220 Hillgate Place	87	A	

(End of Exhibit "A")

Exhibit B
INTENTIONALLY OMITTED

Intentionally Omitted

(End of Exhibit “B”)

Exhibit C
FORM OF MPDU RESTRICTIVE COVENANTS

(See Attached)

(End of Exhibit “C”)

Exhibit C

Tax Identification Numbers: TBD

AFTER RECORDING RETURN TO:

Office of the Rockville City Attorney
111 Maryland Avenue, 3rd Floor
Rockville, Maryland 20850
Attn: Cynthia Walters, Acting City Attorney

(For Recorder's Use)

DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS
For
The Mayor and Council of Rockville's
Moderately Priced Dwelling Unit (MPDU) Homeownership Program

THIS DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR THE MAYOR AND COUNCIL OF ROCKVILLE'S MODERATELY PRICED DWELLING UNIT (MPDU) HOMEOWNERSHIP PROGRAM (this "Declaration") is made this _____ day of _____ 2026 (the "Effective Date"), by **PW HOMES ASSOCIATES LLC**, a Delaware limited liability company qualified to conduct business in the State of Maryland, having a principal address at 4800 Hampden Lane, Suite 300, Bethesda, Maryland 20814 (the "Declarant"), in order to comply with Chapter 13.5 of the Rockville City Code (the "MPDU Ordinance") and the associated City of Rockville, Maryland Moderately Priced Housing Regulations (the "MPDU Regulations").

RECITALS

WHEREAS, the Declarant is the fee owner of that certain parcel(s) of land located in the City of Rockville, Maryland, as more particularly described in **Exhibit A** (the "Phase 2 - Potomac Woods Townhomes Real Property"), which Phase 2 - Potomac Woods Townhomes Real Property are part of a residential community located in the City of Rockville consisting of, among other things, thirty-three (33) lots on which residential townhouse dwelling units with front or rear-loaded garages will be constructed, with public use space and open space, and private alleys (the "Northside Residential Development"); and

WHEREAS, the Declarant was formed and organized as a Delaware limited liability company for the purpose of, among other things, developing, financing, constructing, owning and selling thirty-three (33) residential townhouse dwelling units with front or rear-loaded garages within the Northside Residential Development, including five (5) Moderately Priced Dwelling Units; and

WHEREAS, on August 11, 2021, the Planning Commission for the City of Rockville approved Level 2 Site Plan Application #2020-00399 ("STP #2020-00399"), permitting, subject to certain conditions of approval, the development of, among other things, the Northside Residential Development; and

WHEREAS, in accordance with the MPDU Ordinance, a minimum of five (5) townhouse units developed and constructed on the Phase 2 – Potomac Woods Townhomes Real Property are required to be designated as Moderately Priced Dwelling Units (“**MPDUs**”) that must be reserved for sale to and occupancy by Eligible Households; and

WHEREAS, in order to comply with the MPDU Ordinance, the Declarant has agreed to designate, construct, administer, and offer for sale five (5) Phase 2 Potomac Woods Townhouse Units to be constructed on the Phase 2 - Potomac Woods Townhomes Real Property in the Northside Residential Development as Moderately Priced Dwelling Units, listed in Section 1 below (the “**Phase 2 MPDU Townhouse Units**”), that will be reserved and designated for purchase and occupancy by Eligible Households pursuant to the terms and conditions of this Declaration, and Article II of that certain Moderately Priced Dwelling Unit Program Agreement - For Sale Units (Phase 2), by and among the Declarant, EYA Development LLC, and The Mayor and Council of Rockville, a body corporate and politic and municipal corporation of the State of Maryland (the “**Mayor and Council**”), dated as of the date of this Declaration (the “**MPDU Program Agreement**”); and

WHEREAS, the Declarant shall by this Declaration impose upon each Phase 2 MPDU Townhouse Unit listed herein certain restrictive covenants, conditions and requirements for the benefit of the Mayor and Council and Eligible Households who desire to reside in the City of Rockville, Maryland and purchase available Phase 2 MPDU Townhouse Units in the Northside Residential Development; and

WHEREAS, the Declarant is required to record this Declaration among the land records of Montgomery County, Maryland in order to provide notice that the Phase 2 - Potomac Woods Townhomes Real Property and the Phase 2 MPDU Townhouse Units constructed thereon are subject to the restrictive covenants, conditions and requirements set forth below to maintain the long-term affordability of the Phase 2 MPDU Townhouse Units for the duration of the Phase 2 MPDU Townhouse Unit Compliance Control Period; and

WHEREAS the Declarant has agreed to execute all necessary documents in order to evidence compliance with the MPDU Ordinance, which this Declaration is intended to evidence, as more particularly set forth below; and

WHEREAS, all capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the MPDU Program Agreement.

NOW, THEREFORE, the Declarant hereby declares that the Phase 2 - Potomac Woods Townhomes Real Property and each of the Phase 2 MPDU Townhouse Units constructed thereon shall be held, transferred, conveyed, and sold subject to the following restrictive covenants, conditions and requirements which are for the purpose of offering for sale moderately priced dwelling units to Eligible Households for the duration of the Phase 2 MPDU Townhouse Unit Compliance Control Period, as further described herein, and such restrictive covenants, conditions and requirements shall run with the Phase 2 - Potomac Woods Townhomes Real Property submitted to this Declaration and each Phase 2 MPDU Townhouse Unit constructed thereon and

shall be binding on all parties having any right, title, or interest in the Phase 2 - Potomac Woods Townhomes Real Property and each Phase 2 MPDU Townhouse Unit constructed thereon, their respective heirs, successors, successors-in-title and assigns.

DECLARATIONS

1. **Designation of Moderately Priced Dwelling Units.** In compliance with the MPDU Ordinance, the Declarant covenants, declares, and agrees to designate the following Phase 2 MPDU Townhouse Units to be constructed on the Phase 2 - Potomac Woods Townhomes Real Property as Moderately Priced Dwelling Units, solely for sale to and occupancy by Eligible Households during the Phase 2 MPDU Townhouse Unit Compliance Control Period, in accordance with the terms of this Declaration and Article II of the MPDU Program Agreement:

Address	Tax Identification Number	Initial Maximum Sale Price
1. 1206 Hillgate Place		\$417,200
2. 1208 Hillgate Place		\$298,230
3. 1216 Hillgate Place		\$417,200
4. 1218 Hillgate Place		\$298,230
5. 1220 Hillgate Place		\$238,600

2. **Initial MPDU Sale Price Restrictions.**

- (a) In accordance with the MPDU Ordinance, the Declarant covenants, declares, and agrees that the initial sale price for each of the Phase 2 MPDU Townhouse Unit shall not exceed the initial maximum sale price established by the Mayor and Council, as listed in Section 1 above. The initial maximum sale price shall include closing costs and brokerage fees (if any).
- (b) The Declarant covenants and agrees that the owners of the Phase 2 MPDU Townhouse Units shall have full access to all amenities provided to owners of the market-rate Phase 2 Potomac Woods Townhouse Units, if any, subject to the rules, regulations and conditions governing the use of these facilities for all owners as reasonably established by the Declarant, its agent, or a home owners association created for the Northside Residential Development (“HOA”). For the duration of the Phase 2 MPDU Townhouse Unit Compliance Control Period, each owner of a Phase 2 MPDU Townhouse Unit shall pay no more than fifty percent (50%) of the regular monthly HOA assessment charged to owners of the market-rate Phase 2 Potomac Woods Townhouse Units. The fifty percent (50%) cap on regular monthly HOA assessments for each owner of a Phase 2 MPDU Townhouse Unit will not apply to special HOA assessments charged to such owner.

3. **Initial Sale of MPDUs.**

- (a) Offering to the General Public. The Declarant covenants, declares, and agrees to offer each of the Phase 2 MPDU Townhouse Units for sale to an Eligible Household purchaser pursuant to the MPDU Ordinance and the terms of the MPDU Program Agreement.
- (b) Notice must be included in any agreement of sale which fully and completely discloses the resale price restrictions and controls established in this Declaration. A copy of the agreement signed by all parties shall be delivered to the DHCD Director no later than thirty (30) days prior to settlement.
- (c) The deed from Declarant to the initial purchaser of each Phase 2 MPDU Townhouse Unit shall contain the following language setting forth that the townhouse unit is subject, for the duration of the Phase 2 MPDU Townhouse Unit Compliance Control Period, to this Declaration, and that all future deeds transferring the Phase 2 MPDU Townhouse Unit shall be subject to this Declaration.

THIS TOWNHOUSE UNIT IS SUBJECT TO THAT CERTAIN DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR THE MAYOR AND COUNCIL OF ROCKVILLE'S MODERATELY PRICED DWELLING UNIT (MPDU) HOMEOWNERSHIP PROGRAM, RECORDED IN DEED BOOK _____, PAGE _____ AMONG THE MONTGOMERY COUNTY LAND RECORDS. This provision shall run with the property and bind upon the property and shall bind Grantee(s) and each Grantee's, heirs, personal representatives, successors and assigns. All future deeds for this property shall contain this provision.

- (d) Notwithstanding anything herein to the contrary, failure to comply with the terms of this Section 3 shall not in any way diminish or invalidate this Declaration as to any Phase 2 MPDU Townhouse Unit.

4. Subsequent MPDU Sale Price Restrictions. In accordance with the MPDU Ordinance, during the Phase 2 MPDU Townhouse Unit Compliance Control Period, and subject to the foreclosure regulations set forth in Section 13.5-9(e) of the MPDU Ordinance, Phase 2 MPDU Townhouse Units shall not be resold or refinanced by either the initial purchasers of Phase 2 MPDU Townhouse Units or any subsequent purchasers (each referred to herein as an “**Owner**”) for a price greater than the original selling price for the applicable Phase 2 MPDU Townhouse Unit, plus: **(a)** a percentage of the applicable Phase 2 MPDU Townhouse Unit’s original selling price equal to the increase in the cost of living, as determined by the consumer price index, **(b)** an allowance for improvements made to the applicable Phase 2 MPDU Townhouse Unit by the selling Owner, not to exceed ten percent (10%) of the selling price calculated in accordance with subsection (a) of this Section 4, **(c)** an allowance for closing costs which were not paid by the Declarant, but which was paid by the initial buyer of the applicable Phase 2 MPDU Townhouse Unit, for the benefit of the subsequent buyer of the applicable Phase 2 MPDU Townhouse Unit, and **(d)** a reasonable sales commission if the applicable Phase 2 MPDU Townhouse Unit is not sold

within sixty (60) days to an Eligible Households from the Eligibility List (the “**MPDU Resale Price**”).

5. Subsequent Sale of MPDUs – During the Phase 2 MPDU Townhouse Unit Compliance Control Period.

- (a) Notification Requirements. An Owner shall immediately notify the DHCD Director in the event such Owner wants to offer his or her Phase 2 MPDU Townhouse Unit for resale during the Phase 2 MPDU Townhouse Unit Compliance Control Period.
- (b) Offering. Each Phase 2 MPDU Townhouse Unit that is offered for resale during the Phase 2 MPDU Townhouse Unit Compliance Control Period must be offered as follows:
 - i. *Housing Agency.* The Phase 2 MPDU Townhouse Unit shall first be exclusively offered for resale to the Housing Agency. The DHCD Director shall notify the Housing Agency of any Phase 2 MPDU Townhouse Unit that will be offered for resale. Upon receipt of such notice, the Housing Agency will have twenty-one (21) days to indicate to the selling Owner of its interest in acquiring the Phase 2 MPDU Townhouse Unit.
 - ii. *Eligible Households on the Eligibility List.* If the Housing Agency does not exercise its right to purchase the Phase 2 MPDU Townhouse Unit being offered for resale within the timeframes set forth in the MPDU Ordinance, the Phase 2 MPDU Townhouse Unit shall next be exclusively offered for resale to Eligible Households who are on the Eligibility List for forty-five (45) days.
 - iii. *General Public.* If an Eligible Household from the Eligibility List does not exercise its right to purchase the Phase 2 MPDU Townhouse Unit being offered for resale within the forty-five (45) day period, the selling Owner may then offer the Phase 2 MPDU Townhouse Unit to Eligible Households from the general public. No later than thirty (30) days prior to settlement of any resale to an Eligible Household from the general public, the selling Owner shall deliver to the DHCD Director written proof of buyer’s eligibility, which shall be satisfactory to the DHCD Director.
 - iv. *Market Rate Sale.* If the Phase 2 MPDU Townhouse Unit remains unsold 180 days after the unit is offered for resale to the general public, then the City Manager may permit the selling Owner to sell the Phase 2 MPDU Townhouse Unit at a price in excess of the MPDU Resale Price (the “**Market Rate Price**”). If the Phase 2 MPDU Townhouse Unit is sold at the Market Rate Price, the selling Owner must pay to the Mayor and Council all sales proceeds in excess of the MPDU Resale Price. Once the sales

proceeds are paid to the Mayor and Council for deposit into its Moderately Priced Housing Fund, the Mayor and Council will release this Declaration from the applicable Phase 2 MPDU Townhouse Unit.

- (c) Notice must be included in any agreement of sale for a Phase 2 MPDU Townhouse Unit which fully and completely discloses the resale price restrictions and controls established in this Declaration. A copy of the agreement of sale signed by all parties shall be delivered to the DHCD Director no later than thirty (30) days prior to settlement.
- (d) Intentionally Omitted.
- (e) No transfer or conveyance of any Phase 2 MPDU Townhouse Unit shall occur without the written consent of the City Manager, or his authorized designee, as evidenced by the City Manager's or authorized designee's signature on the deed. Additionally, the deed from an Owner to a subsequent purchaser of each Phase 2 MPDU Townhouse Unit shall contain the following language setting forth that the townhouse unit is subject, for the remaining duration of the Phase 2 MPDU Townhouse Unit Compliance Control Period, to this Declaration, and that all future deeds transferring the Phase 2 MPDU Townhouse Unit shall be subject to this Declaration.

THIS TOWNHOUSE UNIT IS SUBJECT TO THAT CERTAIN DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR THE MAYOR AND COUNCIL OF ROCKVILLE'S MODERATELY PRICED DWELLING UNIT (MPDU) HOMEOWNERSHIP PROGRAM, RECORDED IN DEED BOOK _____, PAGE _____ AMONG THE MONTGOMERY COUNTY LAND RECORDS. This provision shall run with the property and bind upon the property and shall bind Grantee(s) and each Grantee's, heirs, personal representatives, successors and assigns. All future deeds for this property shall contain this provision.

- (f) Failure to comply with the terms of this Section 5 shall not in any way diminish or invalidate this Declaration as to any Phase 2 MPDU Townhouse Unit.

6. Subsequent Sale of MPDUs – Post Phase 2 MPDU Townhouse Unit Compliance Control Period.

- (a) If a Phase 2 MPDU Townhouse Unit is sold or resold following the expiration of the Phase 2 MPDU Townhouse Unit Compliance Control Period, the price and resale restrictions set forth in Section 5 above shall not apply. However, for the first sale of each Phase 2 MPDU Townhouse Unit following the expiration of the Phase 2 MPDU Townhouse Unit Compliance Control Period, the selling Owner shall pay to the Mayor and Council, for deposit into its Moderately Priced Housing Fund, one-half (1/2) of the excess of the total resale price over the sum of the following: (i) the original selling price, (ii) a percentage of the Phase 2 MPDU

Townhouse Unit's original selling price equal to the increase in the cost of living as determined by the consumer price index, (iii) an allowance for improvements made to the Phase 2 MPDU Townhouse Unit not to exceed ten percent (10%) of the selling price calculated in accordance with subsection (a)(ii) of this Section 6, and (iv) a reasonable sales commission. The City Manager shall adjust the amount paid into the Moderately Priced Housing Fund so that the selling Owner retains at least \$10,000 of the excess of the resale price over the sum of the items in (i) through (iv).

- (b) When the City Manager determines that the price and terms of the sale or resale of the Phase 2 MPDU Townhouse Unit covered by Section 6(a) have been met, and the Mayor and Council receives the amount due, the Mayor and Council will release this Declaration from the applicable Phase 2 MPDU Townhouse Unit.

7. **Principal Residence Requirement.**

- (a) Subject to Section 13.5-8(a)(6) of the MPDU Ordinance, Owners of Phase 2 MPDU Townhouse Units (i) shall occupy the Phase 2 MPDU Townhouse Unit subject to this Declaration as his/her principal residence, and (ii) shall not lease, sublease, rent or otherwise accept compensation for use of the Phase 2 MPDU Townhouse Unit premises or any portion thereof. In the event of any violation of this provision, Owner shall be liable to the Mayor and Council for 150% of the compensation collected by such Owner for the period the lessee (or sublessee) is in violation, in addition to any other remedies to which the Mayor and Council is entitled in law or equity.
- (b) Owner further agrees to submit to the DHCD Director annually a notarized affidavit executed by Owner on the anniversary date of initial settlement certifying Owner's continuing occupancy of the Phase 2 MPDU Townhouse Unit as the purchaser's primary residence.

8. **Obligation to Maintain.** Declarant and each successor Owner of a Phase 2 MPDU Townhouse Unit is obligated during its ownership of the Phase 2 MPDU Townhouse Unit to keep and maintain the Phase 2 MPDU Townhouse Unit in good order, repair, and condition.

9. **Financing.** This Declaration shall be superior to all instruments securing financing with respect to each Phase 2 MPDU Townhouse Unit, and this Declaration shall be binding upon all assignees, mortgagees, purchasers and other successors in interest, except that, subject to Section 13.5-9(e) of the MPDU Ordinance, this Declaration may be released in the event of foreclosure by lending institution holding a first priority purchase money deed of trust on the Phase 2 MPDU Townhouse Unit.

10. **Non-Discrimination.**

- (a) The Declarant shall not, in the offering for sale of Phase 2 MPDU Townhouse Units, discriminate against any person on the grounds of Race, National Origin, Color, Marital Status, Sex, Religion, Age/Elderliness, Disability (physical or mental), Sexual Orientation, or Familial Status (being pregnant or having children under age 18), or discriminate in violation of any applicable law or regulation. The Declarant shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any related rules and regulations.
- (b) The Declarant agrees not to discriminate against prospective Owners on the basis that they receive or are eligible to receive housing assistance under any Federal, State, or local housing assistance program.

11. Administration of Declaration.

- (a) Declarant, for itself and its heirs, assigns and successors, hereby irrevocably assigns, transfers, and conveys unto the Mayor and Council and its designees all of its rights, title, interest or obligation to enforce and maintain in full force and effect the terms and conditions, and requirements of this Declaration.
- (b) The Mayor and Council and its designee shall monitor and evaluate and the Owners' efforts in performing the Owners' obligations under this Declaration, and each Owner agrees to cooperate fully with the Mayor and Council's monitoring and administration efforts. Each Owner shall submit to the Mayor and Council or its designee any documents or information that may be reasonably required by the Mayor and Council from time to time.

12. Default; Enforcement. In the event that the Declarant defaults in the performance of any of the covenants or its obligations under this Declaration, the Mayor and Council may, after providing notice of such default to the Declarant and a reasonable period within which Declarant may cure such default, at its option, pursue any one or more of the remedies provided by the MPDU Program Agreement, at law or in equity, including but not limited to the right to apply to any court of competent jurisdiction within the State of Maryland to enforce specific performance by the Declarant of its obligations hereunder or to obtain an injunction against any violations hereof, or to obtain any other such relief as may be appropriate.

13. Waiver; Forbearance. The Mayor and Council shall have the right to waive at its option any of the rights granted to it hereunder to enforce the terms hereof, provided that the Mayor and Council's election not to pursue any particular remedy in the event of a default hereunder shall not be construed to preclude or be a waiver of the Mayor and Council's right to pursue any of the other remedies with respect to the violation for which such remedy was pursued or with respect to any other violation prior or subsequent thereto. In addition, any forbearance by the Mayor and Council in exercising any of its rights hereunder shall not constitute a waiver or preclude the exercise of such rights.

14. **Estoppels.** From time to time upon the written request of the Declarant, the City Manager shall provide to any purchasers of a Phase 2 MPDU Townhouse Unit or any lender making a loan secured by the Phase 2 MPDU Townhouse Unit an estoppel certificate confirming the provisions of the Declaration; certifying, to the best of the City Manager's knowledge, that the Declarant remains in full force and effect; and specifying whether any default(s) exist under any of the provisions of the Declaration.
15. **Amendment.** This Declaration may be amended only by written agreement by and between the Declarant and the Mayor and Council.
16. **Governing Law.** This Declaration shall be governed by the laws of the State of Maryland.
17. **Severability.** The invalidity of any clause, part, or provision of this Declaration shall not affect the validity of the remaining portions hereof.
18. **Covenants Run with the Land.** The covenants set forth herein shall be deemed covenants running with the land and shall be an encumbrance on each of the Phase 2 MPDU Townhouse Units for the duration of the Phase 2 MPDU Townhouse Unit Compliance Control Period. Such covenants shall be binding upon the Declarant and its successors and assigns, including any successors in title to each of the Phase 2 MPDU Townhouse Units.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the date first above written.

DECLARANT

PW Home Associates LLC, a Delaware limited liability company.

By: PW Manager LLC, a Delaware limited liability company, Manager

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ___ day of _____ 2026, before me, personally appeared _____, who acknowledged [himself/herself] to be the _____ of PW Manager LLC, a Delaware limited liability company, Manager of PW Homes Associates LLC, a Delaware limited liability company and named as Owner in the above instrument, and that [he/she], as _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of PW Homes Associates LLC, a Delaware limited liability company by [him/her] as the _____ of said PW Manager LLC.

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

NOTARY PUBLIC
My Commission Expires: _____

ACKNOWLEDGED AND AGREED TO:

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

By: _____
Jeff Mihelich, City Manager

Approved as to form:

By: _____
Cynthia Walters, Acting City Attorney

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ___ day of _____ 2026, before me, personally appeared Jeff Mihelich, who acknowledged himself to be the City Manager of The Mayor and Council of Rockville and that he, as City Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of The Mayor and Council of Rockville by him as the City Manager of The Mayor and Council of Rockville.

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

NOTARY PUBLIC
My Commission Expires: _____

Exhibit A

Legal Description

All those lots or parcels of land, together with the improvements thereon and appurtenances thereunto belonging, lying, situate and being in the City of Rockville, Montgomery County, Maryland, being more particularly described as follows:

Lots numbered 80, 81, 85, 86, and 87, Block A, as per Plat 8, Subdivision Plat, Lots 64-96, Parcels L, M, N, O & P, Block A", WHEEL OF FORTUNE, recorded among the Land Records of Montgomery County, Maryland as Plat numbered 26081.

NOTE FOR INFORMATIONAL PURPOSES ONLY:

Address	Lot #	Block	Tax ID Number
1206 Hillgate Place	80	A	
1208 Hillgate Place	81	A	
1216 Hillgate Place	85	A	
1218 Hillgate Place	86	A	
1220 Hillgate Place	87	A	

(End of Exhibit A)

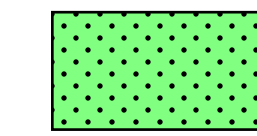
Exhibit D
CONSTRUCTION STAGING PLAN

(See Attached)

(End of Exhibit “D”)

EXHIBIT D

Note: Exhibit for illustration of MPDU locations only



MPDU



CONSTRUCTION SEQUENCING

Phasing Note: The phasing shown is conceptual and subject to DPW approval and modifications that may happen in the field, and market conditions and the ability to construct units. Phasing of lots is also subject to individual ownership and their sequencing and ability to construct, all of which may change from time to time.

The units shown for construction will be constructed at or before the market rate units in the same building and are spread out through the development so they will happen throughout various phases in line with the rest of construction and not built independently on their own schedule or at the end of the development.

APPLICANT:
EYA HOMES LLC
4800 HAMPDEN LANE
SUITE 300
BETHESDA, MD 20814
301.634.8600
GENEVIEVE JORDAN

DEVELOPERS
EYA HOMES LLC
4800 HAMPDEN LANE SUITE 300
BETHESDA, MD 20814
301.634.8600
GENEVIEVE JORDAN

PLANNER & CIVIL ENGINEER
VIKI MARYLAND, LLC
20251 CENTURY BOULEVARD
SUITE 400
GERMANTOWN MD, 20874
301.916.4100
JEFF AMATEAU, PE

LANDSCAPE ARCHITECT
LAND DESIGN, INC.
200 S. REYTON STREET
ALEXANDRIA, VA 22314
703.549.7784
NURAIN RAFEE

ATTORNEY
MILES & STOCKBRIDGE
11 N. WASHINGTON STREET
SUITE 700
ROCKVILLE, MD 20850
301.762.1600
SCOTT WALLACE

REVISIONS	DATE

PROFESSIONAL SEAL



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.
JEFFREY AMATEAU
LICENSE NO. 20530
EXPIRATION DATE: JULY 14, 2024

POTOMAC WOODS

4TH ELECTION DISTRICT
MONTGOMERY COUNTY,
MARYLAND
WSSC GRID: 216NW08
TAX MAP: GQ23
LOT 23, BLOCK A

TH MPDU EXHIBIT

DRAWN BY: SMP

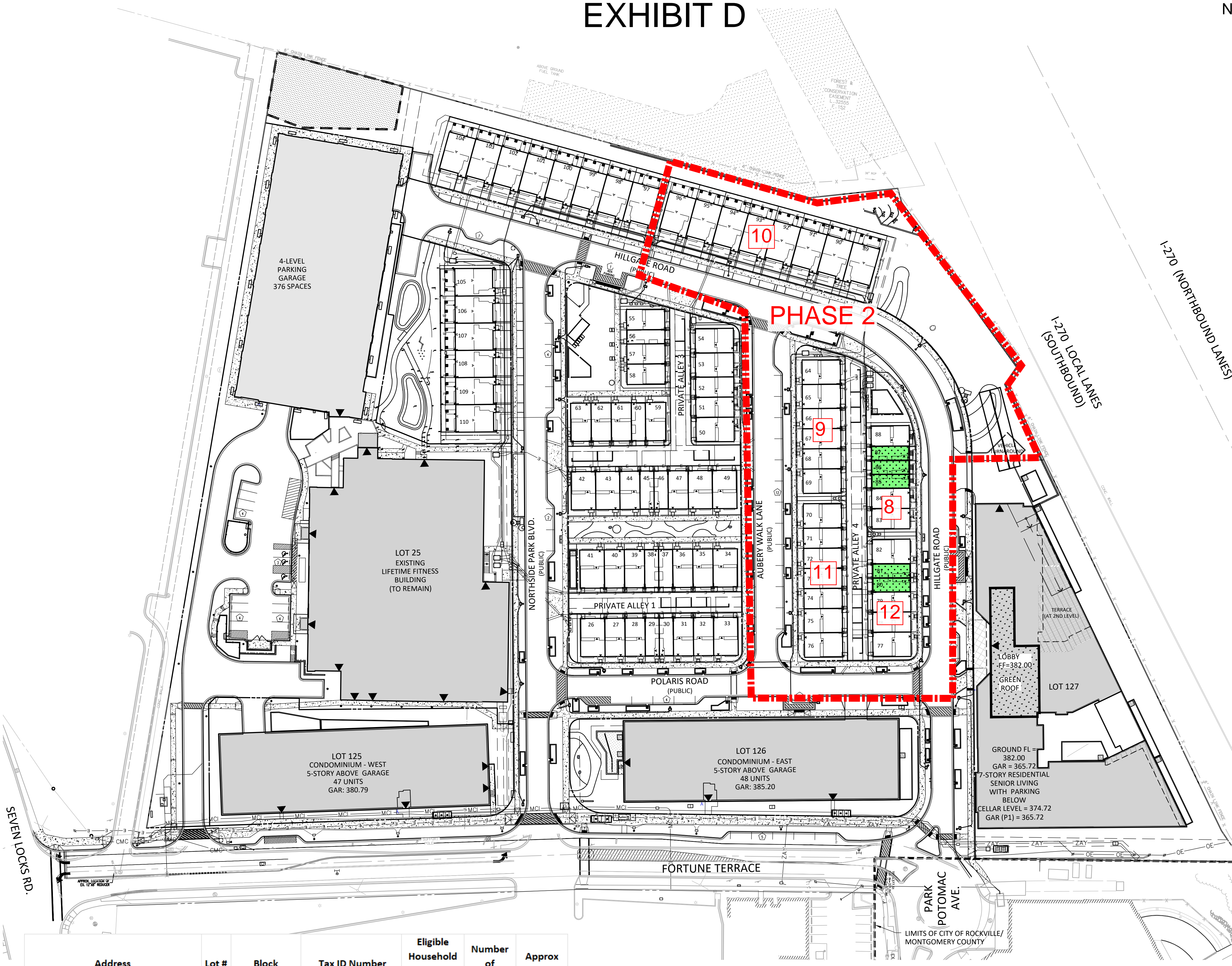
DESIGNED BY: SMP

DATE ISSUED: 07/24/2023

VIA PROJECT VM6601BN

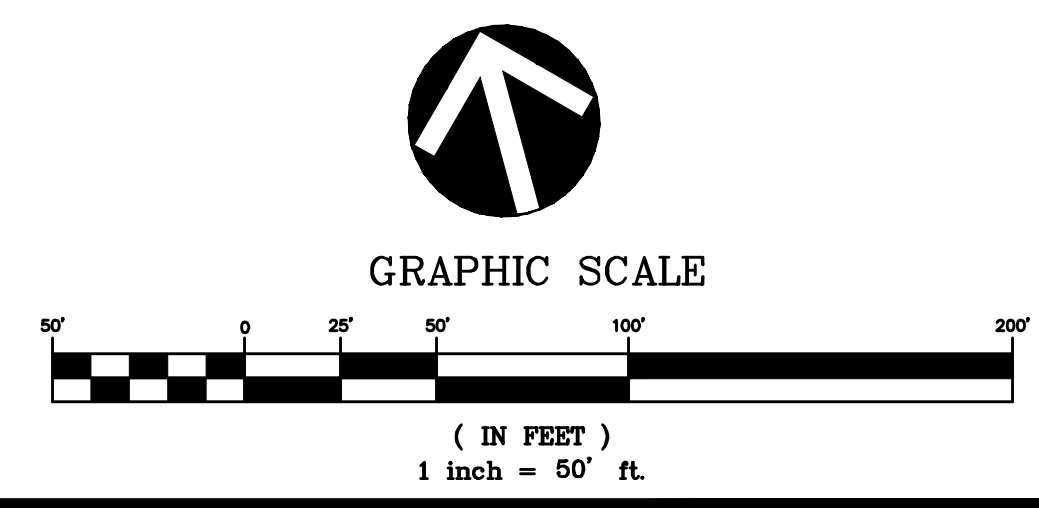
DRAWING NO.

SHEET NO.



Address	Lot #	Block	Tax ID Number	Eligible Household Maximum Income	Number of BRs/Bas	Approx NET Sq Ft
1206 Hillgate Place	80	A		80% AMI	3 / 2	1,478 sf
1208 Hillgate Place	81	A		60% AMI	3 / 2	1,478 sf
1216 Hillgate Place	85	A		80% AMI	3 / 2	1,478 sf
1218 Hillgate Place	86	A		60% AMI	3 / 2	1,478 sf
1220 Hillgate Place	87	A		50% AMI	3 / 2	1,478 sf

*Target AMI's can change lots as all MPDU's are the same unit, the amount at each AMI level may not change
** Represents the minimum bathrooms, houses could be configured with up to 3.5 baths if necessary to sell units / dependent on pricing



Tax Identification Numbers: **TBD**

AFTER RECORDING RETURN TO:

Office of the Rockville City Attorney
111 Maryland Avenue, 3rd Floor
Rockville, Maryland 20850
Attn: Cynthia Walters, Acting City Attorney

(For Recorder's Use)

DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS
For
The Mayor and Council of Rockville's
Moderately Priced Dwelling Unit (MPDU) Homeownership Program

THIS DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR THE MAYOR AND COUNCIL OF ROCKVILLE'S MODERATELY PRICED DWELLING UNIT (MPDU) HOMEOWNERSHIP PROGRAM (this "**Declaration**") is made this _____ day of _____ 2026 (the "**Effective Date**"), by **PW HOMES ASSOCIATES LLC**, a Delaware limited liability company qualified to conduct business in the State of Maryland, having a principal address at 4800 Hampden Lane, Suite 300, Bethesda, Maryland 20814 (the "**Declarant**"), in order to comply with Chapter 13.5 of the Rockville City Code (the "**MPDU Ordinance**") and the associated City of Rockville, Maryland Moderately Priced Housing Regulations (the "**MPDU Regulations**").

RECITALS

WHEREAS, the Declarant is the fee owner of that certain parcel(s) of land located in the City of Rockville, Maryland, as more particularly described in **Exhibit A** (the "**Phase 2 - Potomac Woods Townhomes Real Property**"), which Phase 2 - Potomac Woods Townhomes Real Property are part of a residential community located in the City of Rockville consisting of, among other things, thirty-three (33) lots on which residential townhouse dwelling units with front or rear-loaded garages will be constructed, with public use space and open space, and private alleys (the "**Northside Residential Development**"); and

WHEREAS, the Declarant was formed and organized as a Delaware limited liability company for the purpose of, among other things, developing, financing, constructing, owning and selling thirty-three (33) residential townhouse dwelling units with front or rear-loaded garages within the Northside Residential Development, including five (5) Moderately Priced Dwelling Units; and

WHEREAS, on August 11, 2021, the Planning Commission for the City of Rockville approved Level 2 Site Plan Application #2020-00399 ("**STP #2020-00399**"), permitting, subject to certain conditions of approval, the development of, among other things, the Northside Residential Development; and

WHEREAS, in accordance with the MPDU Ordinance, a minimum of five (5) townhouse units developed and constructed on the Phase 2 – Potomac Woods Townhomes Real Property are required to be designated as Moderately Priced Dwelling Units (“**MPDUs**”) that must be reserved for sale to and occupancy by Eligible Households; and

WHEREAS, in order to comply with the MPDU Ordinance, the Declarant has agreed to designate, construct, administer, and offer for sale five (5) Phase 2 Potomac Woods Townhouse Units to be constructed on the Phase 2 - Potomac Woods Townhomes Real Property in the Northside Residential Development as Moderately Priced Dwelling Units, listed in Section 1 below (the “**Phase 2 MPDU Townhouse Units**”), that will be reserved and designated for purchase and occupancy by Eligible Households pursuant to the terms and conditions of this Declaration, and Article II of that certain Moderately Priced Dwelling Unit Program Agreement - For Sale Units (Phase 2), by and among the Declarant, EYA Development LLC, and The Mayor and Council of Rockville, a body corporate and politic and municipal corporation of the State of Maryland (the “**Mayor and Council**”), dated as of the date of this Declaration (the “**MPDU Program Agreement**”); and

WHEREAS, the Declarant shall by this Declaration impose upon each Phase 2 MPDU Townhouse Unit listed herein certain restrictive covenants, conditions and requirements for the benefit of the Mayor and Council and Eligible Households who desire to reside in the City of Rockville, Maryland and purchase available Phase 2 MPDU Townhouse Units in the Northside Residential Development; and

WHEREAS, the Declarant is required to record this Declaration among the land records of Montgomery County, Maryland in order to provide notice that the Phase 2 - Potomac Woods Townhomes Real Property and the Phase 2 MPDU Townhouse Units constructed thereon are subject to the restrictive covenants, conditions and requirements set forth below to maintain the long-term affordability of the Phase 2 MPDU Townhouse Units for the duration of the Phase 2 MPDU Townhouse Unit Compliance Control Period; and

WHEREAS the Declarant has agreed to execute all necessary documents in order to evidence compliance with the MPDU Ordinance, which this Declaration is intended to evidence, as more particularly set forth below; and

WHEREAS, all capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the MPDU Program Agreement.

NOW, THEREFORE, the Declarant hereby declares that the Phase 2 - Potomac Woods Townhomes Real Property and each of the Phase 2 MPDU Townhouse Units constructed thereon shall be held, transferred, conveyed, and sold subject to the following restrictive covenants, conditions and requirements which are for the purpose of offering for sale moderately priced dwelling units to Eligible Households for the duration of the Phase 2 MPDU Townhouse Unit Compliance Control Period, as further described herein, and such restrictive covenants, conditions and requirements shall run with the Phase 2 - Potomac Woods Townhomes Real Property submitted to this Declaration and each Phase 2 MPDU Townhouse Unit constructed thereon and

shall be binding on all parties having any right, title, or interest in the Phase 2 - Potomac Woods Townhomes Real Property and each Phase 2 MPDU Townhouse Unit constructed thereon, their respective heirs, successors, successors-in-title and assigns.

DECLARATIONS

1. **Designation of Moderately Priced Dwelling Units.** In compliance with the MPDU Ordinance, the Declarant covenants, declares, and agrees to designate the following Phase 2 MPDU Townhouse Units to be constructed on the Phase 2 - Potomac Woods Townhomes Real Property as Moderately Priced Dwelling Units, solely for sale to and occupancy by Eligible Households during the Phase 2 MPDU Townhouse Unit Compliance Control Period, in accordance with the terms of this Declaration and Article II of the MPDU Program Agreement:

Address	Tax Identification Number	Initial Maximum Sale Price
1. 1206 Hillgate Place		\$417,200
2. 1208 Hillgate Place		\$298,230
3. 1216 Hillgate Place		\$417,200
4. 1218 Hillgate Place		\$298,230
5. 1220 Hillgate Place		\$238,600

2. **Initial MPDU Sale Price Restrictions.**

- (a) In accordance with the MPDU Ordinance, the Declarant covenants, declares, and agrees that the initial sale price for each of the Phase 2 MPDU Townhouse Unit shall not exceed the initial maximum sale price established by the Mayor and Council, as listed in Section 1 above. The initial maximum sale price shall include closing costs and brokerage fees (if any).
- (b) The Declarant covenants and agrees that the owners of the Phase 2 MPDU Townhouse Units shall have full access to all amenities provided to owners of the market-rate Phase 2 Potomac Woods Townhouse Units, if any, subject to the rules, regulations and conditions governing the use of these facilities for all owners as reasonably established by the Declarant, its agent, or a home owners association created for the Northside Residential Development (“HOA”). For the duration of the Phase 2 MPDU Townhouse Unit Compliance Control Period, each owner of a Phase 2 MPDU Townhouse Unit shall pay no more than fifty percent (50%) of the regular monthly HOA assessment charged to owners of the market-rate Phase 2 Potomac Woods Townhouse Units. The fifty percent (50%) cap on regular monthly HOA assessments for each owner of a Phase 2 MPDU Townhouse Unit will not apply to special HOA assessments charged to such owner.

3. **Initial Sale of MPDUs.**

- (a) Offering to the General Public. The Declarant covenants, declares, and agrees to offer each of the Phase 2 MPDU Townhouse Units for sale to an Eligible Household purchaser pursuant to the MPDU Ordinance and the terms of the MPDU Program Agreement.
- (b) Notice must be included in any agreement of sale which fully and completely discloses the resale price restrictions and controls established in this Declaration. A copy of the agreement signed by all parties shall be delivered to the DHCD Director no later than thirty (30) days prior to settlement.
- (c) The deed from Declarant to the initial purchaser of each Phase 2 MPDU Townhouse Unit shall contain the following language setting forth that the townhouse unit is subject, for the duration of the Phase 2 MPDU Townhouse Unit Compliance Control Period, to this Declaration, and that all future deeds transferring the Phase 2 MPDU Townhouse Unit shall be subject to this Declaration.

THIS TOWNHOUSE UNIT IS SUBJECT TO THAT CERTAIN DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR THE MAYOR AND COUNCIL OF ROCKVILLE'S MODERATELY PRICED DWELLING UNIT (MPDU) HOMEOWNERSHIP PROGRAM, RECORDED IN DEED BOOK _____, PAGE _____ AMONG THE MONTGOMERY COUNTY LAND RECORDS. This provision shall run with the property and bind upon the property and shall bind Grantee(s) and each Grantee's, heirs, personal representatives, successors and assigns. All future deeds for this property shall contain this provision.

- (d) Notwithstanding anything herein to the contrary, failure to comply with the terms of this Section 3 shall not in any way diminish or invalidate this Declaration as to any Phase 2 MPDU Townhouse Unit.

4. **Subsequent MPDU Sale Price Restrictions.** In accordance with the MPDU Ordinance, during the Phase 2 MPDU Townhouse Unit Compliance Control Period, and subject to the foreclosure regulations set forth in Section 13.5-9(e) of the MPDU Ordinance, Phase 2 MPDU Townhouse Units shall not be resold or refinanced by either the initial purchasers of Phase 2 MPDU Townhouse Units or any subsequent purchasers (each referred to herein as an “**Owner**”) for a price greater than the original selling price for the applicable Phase 2 MPDU Townhouse Unit, plus: **(a)** a percentage of the applicable Phase 2 MPDU Townhouse Unit’s original selling price equal to the increase in the cost of living, as determined by the consumer price index, **(b)** an allowance for improvements made to the applicable Phase 2 MPDU Townhouse Unit by the selling Owner, not to exceed ten percent (10%) of the selling price calculated in accordance with subsection (a) of this Section 4, **(c)** an allowance for closing costs which were not paid by the Declarant, but which was paid by the initial buyer of the applicable Phase 2 MPDU Townhouse Unit, for the benefit of the subsequent buyer of the applicable Phase 2 MPDU Townhouse Unit, and **(d)** a reasonable sales commission if the applicable Phase 2 MPDU Townhouse Unit is not sold

within sixty (60) days to an Eligible Households from the Eligibility List (the “**MPDU Resale Price**”).

5. Subsequent Sale of MPDUs – During the Phase 2 MPDU Townhouse Unit Compliance Control Period.

- (a) Notification Requirements. An Owner shall immediately notify the DHCD Director in the event such Owner wants to offer his or her Phase 2 MPDU Townhouse Unit for resale during the Phase 2 MPDU Townhouse Unit Compliance Control Period.
- (b) Offering. Each Phase 2 MPDU Townhouse Unit that is offered for resale during the Phase 2 MPDU Townhouse Unit Compliance Control Period must be offered as follows:
 - i. *Housing Agency.* The Phase 2 MPDU Townhouse Unit shall first be exclusively offered for resale to the Housing Agency. The DHCD Director shall notify the Housing Agency of any Phase 2 MPDU Townhouse Unit that will be offered for resale. Upon receipt of such notice, the Housing Agency will have twenty-one (21) days to indicate to the selling Owner of its interest in acquiring the Phase 2 MPDU Townhouse Unit.
 - ii. *Eligible Households on the Eligibility List.* If the Housing Agency does not exercise its right to purchase the Phase 2 MPDU Townhouse Unit being offered for resale within the timeframes set forth in the MPDU Ordinance, the Phase 2 MPDU Townhouse Unit shall next be exclusively offered for resale to Eligible Households who are on the Eligibility List for forty-five (45) days.
 - iii. *General Public.* If an Eligible Household from the Eligibility List does not exercise its right to purchase the Phase 2 MPDU Townhouse Unit being offered for resale within the forty-five (45) day period, the selling Owner may then offer the Phase 2 MPDU Townhouse Unit to Eligible Households from the general public. No later than thirty (30) days prior to settlement of any resale to an Eligible Household from the general public, the selling Owner shall deliver to the DHCD Director written proof of buyer’s eligibility, which shall be satisfactory to the DHCD Director.
 - iv. *Market Rate Sale.* If the Phase 2 MPDU Townhouse Unit remains unsold 180 days after the unit is offered for resale to the general public, then the City Manager may permit the selling Owner to sell the Phase 2 MPDU Townhouse Unit at a price in excess of the MPDU Resale Price (the “**Market Rate Price**”). If the Phase 2 MPDU Townhouse Unit is sold at the Market Rate Price, the selling Owner must pay to the Mayor and Council all sales proceeds in excess of the MPDU Resale Price. Once the sales

proceeds are paid to the Mayor and Council for deposit into its Moderately Priced Housing Fund, the Mayor and Council will release this Declaration from the applicable Phase 2 MPDU Townhouse Unit.

- (c) Notice must be included in any agreement of sale for a Phase 2 MPDU Townhouse Unit which fully and completely discloses the resale price restrictions and controls established in this Declaration. A copy of the agreement of sale signed by all parties shall be delivered to the DHCD Director no later than thirty (30) days prior to settlement.
- (d) Intentionally Omitted.
- (e) No transfer or conveyance of any Phase 2 MPDU Townhouse Unit shall occur without the written consent of the City Manager, or his authorized designee, as evidenced by the City Manager's or authorized designee's signature on the deed. Additionally, the deed from an Owner to a subsequent purchaser of each Phase 2 MPDU Townhouse Unit shall contain the following language setting forth that the townhouse unit is subject, for the remaining duration of the Phase 2 MPDU Townhouse Unit Compliance Control Period, to this Declaration, and that all future deeds transferring the Phase 2 MPDU Townhouse Unit shall be subject to this Declaration.

THIS TOWNHOUSE UNIT IS SUBJECT TO THAT CERTAIN DEED OF DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR THE MAYOR AND COUNCIL OF ROCKVILLE'S MODERATELY PRICED DWELLING UNIT (MPDU) HOMEOWNERSHIP PROGRAM, RECORDED IN DEED BOOK _____, PAGE _____ AMONG THE MONTGOMERY COUNTY LAND RECORDS. This provision shall run with the property and bind upon the property and shall bind Grantee(s) and each Grantee's, heirs, personal representatives, successors and assigns. All future deeds for this property shall contain this provision.

- (f) Failure to comply with the terms of this Section 5 shall not in any way diminish or invalidate this Declaration as to any Phase 2 MPDU Townhouse Unit.

6. Subsequent Sale of MPDUs – Post Phase 2 MPDU Townhouse Unit Compliance Control Period.

- (a) If a Phase 2 MPDU Townhouse Unit is sold or resold following the expiration of the Phase 2 MPDU Townhouse Unit Compliance Control Period, the price and resale restrictions set forth in Section 5 above shall not apply. However, for the first sale of each Phase 2 MPDU Townhouse Unit following the expiration of the Phase 2 MPDU Townhouse Unit Compliance Control Period, the selling Owner shall pay to the Mayor and Council, for deposit into its Moderately Priced Housing Fund, one-half (1/2) of the excess of the total resale price over the sum of the following: (i) the original selling price, (ii) a percentage of the Phase 2 MPDU

Townhouse Unit's original selling price equal to the increase in the cost of living as determined by the consumer price index, (iii) an allowance for improvements made to the Phase 2 MPDU Townhouse Unit not to exceed ten percent (10%) of the selling price calculated in accordance with subsection (a)(ii) of this Section 6, and (iv) a reasonable sales commission. The City Manager shall adjust the amount paid into the Moderately Priced Housing Fund so that the selling Owner retains at least \$10,000 of the excess of the resale price over the sum of the items in (i) through (iv).

- (b) When the City Manager determines that the price and terms of the sale or resale of the Phase 2 MPDU Townhouse Unit covered by Section 6(a) have been met, and the Mayor and Council receives the amount due, the Mayor and Council will release this Declaration from the applicable Phase 2 MPDU Townhouse Unit.

7. **Principal Residence Requirement.**

- (a) Subject to Section 13.5-8(a)(6) of the MPDU Ordinance, Owners of Phase 2 MPDU Townhouse Units (i) shall occupy the Phase 2 MPDU Townhouse Unit subject to this Declaration as his/her principal residence, and (ii) shall not lease, sublease, rent or otherwise accept compensation for use of the Phase 2 MPDU Townhouse Unit premises or any portion thereof. In the event of any violation of this provision, Owner shall be liable to the Mayor and Council for 150% of the compensation collected by such Owner for the period the lessee (or sublessee) is in violation, in addition to any other remedies to which the Mayor and Council is entitled in law or equity.
- (b) Owner further agrees to submit to the DHCD Director annually a notarized affidavit executed by Owner on the anniversary date of initial settlement certifying Owner's continuing occupancy of the Phase 2 MPDU Townhouse Unit as the purchaser's primary residence.

8. **Obligation to Maintain.** Declarant and each successor Owner of a Phase 2 MPDU Townhouse Unit is obligated during its ownership of the Phase 2 MPDU Townhouse Unit to keep and maintain the Phase 2 MPDU Townhouse Unit in good order, repair, and condition.

9. **Financing.** This Declaration shall be superior to all instruments securing financing with respect to each Phase 2 MPDU Townhouse Unit, and this Declaration shall be binding upon all assignees, mortgagees, purchasers and other successors in interest, except that, subject to Section 13.5-9(e) of the MPDU Ordinance, this Declaration may be released in the event of foreclosure by lending institution holding a first priority purchase money deed of trust on the Phase 2 MPDU Townhouse Unit.

10. **Non-Discrimination.**

- (a) The Declarant shall not, in the offering for sale of Phase 2 MPDU Townhouse Units, discriminate against any person on the grounds of Race, National Origin, Color, Marital Status, Sex, Religion, Age/Elderliness, Disability (physical or mental), Sexual Orientation, or Familial Status (being pregnant or having children under age 18), or discriminate in violation of any applicable law or regulation. The Declarant shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and any related rules and regulations.
- (b) The Declarant agrees not to discriminate against prospective Owners on the basis that they receive or are eligible to receive housing assistance under any Federal, State, or local housing assistance program.

11. Administration of Declaration.

- (a) Declarant, for itself and its heirs, assigns and successors, hereby irrevocably assigns, transfers, and conveys unto the Mayor and Council and its designees all of its rights, title, interest or obligation to enforce and maintain in full force and effect the terms and conditions, and requirements of this Declaration.
- (b) The Mayor and Council and its designee shall monitor and evaluate and the Owners' efforts in performing the Owners' obligations under this Declaration, and each Owner agrees to cooperate fully with the Mayor and Council's monitoring and administration efforts. Each Owner shall submit to the Mayor and Council or its designee any documents or information that may be reasonably required by the Mayor and Council from time to time.

12. Default; Enforcement. In the event that the Declarant defaults in the performance of any of the covenants or its obligations under this Declaration, the Mayor and Council may, after providing notice of such default to the Declarant and a reasonable period within which Declarant may cure such default, at its option, pursue any one or more of the remedies provided by the MPDU Program Agreement, at law or in equity, including but not limited to the right to apply to any court of competent jurisdiction within the State of Maryland to enforce specific performance by the Declarant of its obligations hereunder or to obtain an injunction against any violations hereof, or to obtain any other such relief as may be appropriate.

13. Waiver; Forbearance. The Mayor and Council shall have the right to waive at its option any of the rights granted to it hereunder to enforce the terms hereof, provided that the Mayor and Council's election not to pursue any particular remedy in the event of a default hereunder shall not be construed to preclude or be a waiver of the Mayor and Council's right to pursue any of the other remedies with respect to the violation for which such remedy was pursued or with respect to any other violation prior or subsequent thereto. In addition, any forbearance by the Mayor and Council in exercising any of its rights hereunder shall not constitute a waiver or preclude the exercise of such rights.

14. **Estoppels.** From time to time upon the written request of the Declarant, the City Manager shall provide to any purchasers of a Phase 2 MPDU Townhouse Unit or any lender making a loan secured by the Phase 2 MPDU Townhouse Unit an estoppel certificate confirming the provisions of the Declaration; certifying, to the best of the City Manager’s knowledge, that the Declarant remains in full force and effect; and specifying whether any default(s) exist under any of the provisions of the Declaration.
15. **Amendment.** This Declaration may be amended only by written agreement by and between the Declarant and the Mayor and Council.
16. **Governing Law.** This Declaration shall be governed by the laws of the State of Maryland.
17. **Severability.** The invalidity of any clause, part, or provision of this Declaration shall not affect the validity of the remaining portions hereof.
18. **Covenants Run with the Land.** The covenants set forth herein shall be deemed covenants running with the land and shall be an encumbrance on each of the Phase 2 MPDU Townhouse Units for the duration of the Phase 2 MPDU Townhouse Unit Compliance Control Period. Such covenants shall be binding upon the Declarant and its successors and assigns, including any successors in title to each of the Phase 2 MPDU Townhouse Units.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the date first above written.

DECLARANT

PW Home Associates LLC, a Delaware limited liability company.

By: PW Manager LLC, a Delaware limited liability company, Manager

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ___ day of _____ 2026, before me, personally appeared _____, who acknowledged [himself/herself] to be the _____ of PW Manager LLC, a Delaware limited liability company, Manager of PW Homes Associates LLC, a Delaware limited liability company and named as Owner in the above instrument, and that [he/she], as _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of PW Homes Associates LLC, a Delaware limited liability company by [him/her] as the _____ of said PW Manager LLC.

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

NOTARY PUBLIC
My Commission Expires: _____

ACKNOWLEDGED AND AGREED TO:

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

By: _____
Jeff Mihelich, City Manager

Approved as to form:

By: _____
Cynthia Walters, Acting City Attorney

ACKNOWLEDGMENT

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the ___ day of _____ 2026, before me, personally appeared Jeff Mihelich, who acknowledged himself to be the City Manager of The Mayor and Council of Rockville and that he, as City Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of The Mayor and Council of Rockville by him as the City Manager of The Mayor and Council of Rockville.

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

NOTARY PUBLIC
My Commission Expires: _____

Exhibit A

Legal Description

All those lots or parcels of land, together with the improvements thereon and appurtenances thereunto belonging, lying, situate and being in the City of Rockville, Montgomery County, Maryland, being more particularly described as follows:

Lots numbered 80, 81, 85, 86, and 87, Block A, as per Plat 8, Subdivision Plat, Lots 64-96, Parcels L, M, N, O & P, Block A", WHEEL OF FORTUNE, recorded among the Land Records of Montgomery County, Maryland as Plat numbered 26081.

NOTE FOR INFORMATIONAL PURPOSES ONLY:

Address	Lot #	Block	Tax ID Number
1206 Hillgate Place	80	A	
1208 Hillgate Place	81	A	
1216 Hillgate Place	85	A	
1218 Hillgate Place	86	A	
1220 Hillgate Place	87	A	

(End of Exhibit A)



MAYOR AND COUNCIL Meeting Date: May 11, 2026
Agenda Item Type: CONSENT
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: SARA TAYLOR-FERRELL

Subject

Approval of Minutes

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommends that the Mayor and Council approve the following minutes:

April 13, 2026 (Meeting No. 09-26)

April 20, 2026 (Closed Session -Meeting No. 10-26)

April 20, 2026 (Regular- Meeting No. 10-26)

Attachments



MAYOR AND COUNCIL Meeting Date: May 11, 2026
Agenda Item Type: PUBLIC HEARING
Department: CPDS - ZONING REVIEW & OTHER
Responsible Staff: HOLLY SIMMONS

Subject

Public Hearing #3 on Zoning Text Amendment TXT2026-00271, for the Zoning Ordinance Rewrite; Mayor and Council of Rockville, Applicants

Department

CPDS - Zoning Review & Other

Recommendation

Staff recommends that the Mayor and Council hold the public hearing on Zoning Text Amendment TXT2026-00271, the Zoning Ordinance Rewrite.

Change in Law or Policy

Upon adoption, the draft Zoning Ordinance and Zoning Map will significantly modify the laws that govern land use in the city, in fulfillment of the Rockville 2040 Comprehensive Plan's zoning text and rezoning recommendations.

Discussion

Project History

In 2023, the city began a comprehensive rewrite of the city's Zoning Ordinance. This project, known as the Zoning Ordinance Rewrite (ZOR), began after the adoption of the Rockville 2040 Comprehensive Plan. The ZOR project will produce a new Zoning Ordinance for the City of Rockville. In conjunction with the ZOR, the city's zoning map will be updated through a Comprehensive Map Amendment (CMA) to the city's official zoning map.

The ZOR and CMA are undertaken concurrently but will be adopted separately. The new Zoning Ordinance will be adopted as a Zoning Text Amendment (ZTA), while the new zoning map will be adopted through a separate Map Amendment application.

Adoption Process

On December 1, the Rockville Mayor and Council authorized that applications for the Staff's recommended drafts of the ZTA and CMA be filed with the City Clerk (colloquially called the "Staff

Draft Zoning Ordinance” and “Staff Draft zoning map”). Authorization to file initiated the formal public review and adoption process.

The adoption process consists of a series of public hearings and work sessions in which the Staff Drafts are reviewed, first by the city’s Planning Commission and then by the Mayor and Council. The Planning Commission’s review culminated on February 25 with the production of recommendation memos addressed to the Mayor and Council. The Mayor and Council’s review will culminate in the Mayor and Council’s adoption of the ordinances into law. During the review process, community members are also able to review, comment, and testify on the Staff Drafts.

This public hearing is the third of three public hearings on the ZTA that the Mayor and Council will hold during the adoption process. The first was held on April 13, 2026, and the second will be held on May 4, 2026. Public hearings on the associated CMA are scheduled for the same evenings.

Written public comments received through April 21 are linked here: [ZOR Public Comment Digest, April 22, 2026](#).

The following materials can be accessed via the project webpage, engagerockville.com/zoningrewrite:

- Staff Draft Zoning Ordinance Table of Contents
- Original Staff Drafts, Authorized for Filing on December 1, 2025
 - *Highlights: Staff Draft Zoning Ordinance*
 - Staff Draft Zoning Ordinance (full text)
 - Staff Draft Zoning Map
- Revised Staff Draft published to Engage Rockville on April 20, 2026
 - Revised Staff Draft zoning map
 - Revised Staff Draft Zoning Ordinance ("Clean" Version)
 - Revised Staff Draft Zoning Ordinance ("Redline" Version)
 - *Changes in the Revised Staff Draft Zoning Ordinance*

Mayor and Council History

The Mayor and Council approved a project charter for the ZOR and CMA in October 2022. From project initiation to the time drafting of the new ordinance began in January 2025, staff provided periodic updates on the project via email. During the drafting phase of the project, the Mayor and Council held work sessions on a variety of topics to provide guidance in drafting. These work sessions were as follows:

- January 27, 2025: Comprehensive Map Amendment
- April 24, 2025: Process improvements
- May 5, 2025: New zones, revisions to existing zones, height transitions, and CMA follow-up
- August 4, 2025: Land uses, parking, and process improvement follow-up

- October 6, 2025: Remaining topics, including Historic Preservation, Amenity Space, Nonconformities, Subdivision & Plats, Approval Findings, Neighborhood Conservation District Plans, and CMA follow-up

The Mayor and Council authorized the filing of the ZTA and CMA applications on December 1, 2025.

The first public hearing and work session for the Mayor and Council's portion of the project's adoption phase was held on April 13, 2026, and the second will be held on May 4, 2026.

Public Notification and Engagement

Engagement for the ZOR and CMA has been ongoing since Fall 2024. In the time since the last staff report was written for Mayor and Council Authorization to File on December 1, 2025, staff have conducted notification and engagement actions, as follows:

- Rockville Reports, City social media channels, email blasts, and newsletters to inform the community about the adoption process, scheduled meetings (both community meetings and Mayor and Council/Planning Commission work sessions), and opportunities to learn more.
- Virtual orientation sessions on December 4, 2025, and January 7, 2026, to help the public understand how and where to review the Staff Drafts. 8 and 9 people attended, respectively.
- Direct emails to all Rockville neighborhood associations providing notice of the Staff Draft publication and ongoing review and adoption process.
- In-person meeting with neighborhood associations, as follows:
 - Twinbrook Community Association, January 20, 2025
- Newspaper notice of the April 13, May 4, and May 11 public hearings, as required by law.

Finally, this project also builds on and furthers the goals and policies established through the Rockville 2040 Comprehensive Plan. Extensive outreach and engagement were conducted over a period of five years to inform the Rockville 2040 Plan.

Boards and Commissions Review

Adoption Process

The adoption process began with the Planning Commission review. The Planning Commission held public hearings and work sessions on January 14 and 28 and February 4 and 11. During work sessions, the Planning Commission considered topics of interest as identified by the Commission, the Mayor and Council, and staff, as well as topics raised in public comment. The Commission considered potential revisions to the Staff Drafts, ultimately adopting their recommendations to the Mayor and Council on February 25. Additional information regarding

Planning Commission recommendations is contained above in the “Planning Commission Recommendations” section of this staff report.

During the adoption process, staff also offered all City boards and commissions the opportunity to learn about the project, including how to provide input during the adoption process. The following boards and commissions accepted this offer and received project briefings:

- Board of Appeals, December 17, 2025
- Environment Commission, January 8, 2026
- Community Policing Advisory Board, January 8, 2026
- Commission on Aging, January 15, 2026
- Historic District Commission, January 15, 2026
- Recreation and Park Advisory Board, January 22, 2025
- Transportation and Mobility Commission, January 27, 2026
- Youth Commission, February 11, 2026
- Rockville Pedestrian Advocacy Commission, February 12, 2026
- Rockville Bicycle Advisory Committee, March 4, 2026
- Cultural Arts Commission, March 11, 2026

Comment letters have been received from the following boards and commissions:

- Transportation & Mobility Commission, April 10, 2026
- Environment Commission, April 10, 2026
- Rockville Pedestrian Advocacy Commission, April 10, 2026
- Rockville Bicycle Advisory Committee, April 10, 2026

Pre-Adoption Process

Prior to the adoption process, the Planning Commission received regular updates on project progress. The Environment Commission and the Transportation and Mobility Commission also requested and received briefings on November 7, 2024, and May 27, 2025, respectively. Additionally, the Historic District Commission was briefed on the project and provided feedback on the proposed changes to historic preservation regulations at their meeting on July 17, 2025.

Next Steps

Adoption Process

The following schedule outlines the Mayor and Council adoption process, including three public hearings each for the ZOR and CMA, and four work sessions. Three of the work sessions are devoted to review and discussion of the “Key Changes” identified by the article in *Highlights: Staff Draft Zoning Ordinance*.

The schedule further anticipates on additional updates to the Staff Draft Zoning Ordinance and zoning map, as follows:

1. On June 1, Final Staff Drafts of the Zoning Ordinance and zoning map will be produced and posted to the Engage Rockville project page. Both will reflect direction from the Mayor and Council received on or before May 18, along with technical corrections.

Adoption is planned for July 6, 2026.

Mayor and Council Meeting	Topic
April 13, 2026 ZOR public hearing #1 CMA public hearing #1 Work session #1	Public hearings are formal opportunities for the public to provide oral testimony to the Mayor and Council. Because the ZOR and CMA are two separate legislative items, individual public hearings for each item will be held. <ul style="list-style-type: none"> • Members of the general public will be afforded 3 minutes per item. • Those representing an organization will be afforded 5 minutes per item. Discussion and direction on Planning Commission recommendations <ul style="list-style-type: none"> • Staff Draft Zoning Ordinance • Staff Draft zoning map
April 20, 2026	<i>Publish Revised Staff Drafts to Engage Rockville</i>
May 4, 2026 ZOR public hearing #2 CMA public hearing #2 Work session #2	Public hearings (see notes above) Discussion and direction on Articles 1-5 <ul style="list-style-type: none"> • 1: General Provisions • 2: Definitions, Interpretations, & Measurement • 3: Administration • 4: Development Applications, Permits, & Procedures • 5: Zones & Zoning Map
May 11, 2026 ZOR public hearing #3 CMA public hearing #3 Work session #3	Public hearings (see notes above) Discussion and direction on Articles 6-8 <ul style="list-style-type: none"> • 6: Uses & Use Standards • 7: Zone Standards • 8: General Development Requirements
May 18, 2026 Work session #4	Discussion and direction on Articles 9-13 <ul style="list-style-type: none"> • 9: Nonconformities • 10: Signs • 11: Historic Preservation • 12: Plats & Subdivision • 13: Enforcement Update on State legislation
June 1, 2026	<i>Publish Final Staff Drafts to Engage Rockville</i>

<p>July 6, 2026 ZOR adoption CMA adoption</p>	<p><i>Direction on the Final Staff Draft Zoning Ordinance</i> Mayor and Council take formal action to adopt the ZOR and CMA. This will require two separate votes, one for each legislative item.</p>
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Post-Adoption

Finally, it is important to recognize that the Zoning Ordinance and zoning map are living documents. While the ZOR and CMA effort is intended to produce the strongest possible versions for adoption on July 6, these documents will be tested most effectively through their application and administration over time.

The Zoning Ordinance establishes processes for amending both the text and the zoning map, and periodic amendments are anticipated as part of implementation. For context, since the last comprehensive Zoning Ordinance rewrite in 2009, the city has processed 40 Zoning Text Amendments, including 6 within the first two years of adoption. Early refinements are common following comprehensive updates, as real-world use identifies opportunities for clarification, technical corrections, and policy adjustments.

Attachments



MAYOR AND COUNCIL Meeting Date: May 11, 2026
Agenda Item Type: PUBLIC HEARING
Department: CPDS - ZONING REVIEW & OTHER
Responsible Staff: HOLLY SIMMONS

Subject

Public Hearing #3 on Zoning Map Amendment Application MAP2026-00126, for a Comprehensive Map Amendment; Mayor and Council of Rockville, Applicants

Department

CPDS - Zoning Review & Other

Recommendation

Staff recommends that the Mayor and Council hold the public hearing on Map Amendment MAP2026-00126, the Comprehensive Zoning Map Amendment.

Change in Law or Policy

Upon adoption, the draft Zoning Ordinance and Zoning Map will significantly modify the laws that govern land use in the city, in fulfillment of the Rockville 2040 Comprehensive Plan's zoning text and rezoning recommendations.

Discussion

Project History and Adoption Process

An overview of the project history and information on the adoption process are contained in the staff report for the public hearing on the associated Zoning Text Amendment.

This public hearing is the third of three public hearings on the Comprehensive Map Amendment that the Mayor and Council will hold during the adoption process. Public hearings on the associated Zoning Text Amendment are scheduled for the same evenings.

Written public comments received through April 21 are linked here: [CMA Public Comment Digest, April 22, 2026](#).

The following materials can be accessed via the project webpage, engagerockville.com/zoningrewrite:

- Staff Draft Zoning Ordinance Table of Contents
- Original Staff Drafts, Authorized for Filing on December 1, 2025

- *Highlights: Staff Draft Zoning Ordinance*
 - Staff Draft Zoning Ordinance (full text)
 - Staff Draft Zoning Map
 - Revised Staff Draft published to Engage Rockville on April 20, 2026
 - Revised Staff Draft zoning map
 - Revised Staff Draft Zoning Ordinance ("Clean" Version)
 - Revised Staff Draft Zoning Ordinance ("Redline" Version)
 - *Changes in the Revised Staff Draft Zoning Ordinance*
-

Mayor and Council History

Information related to the Mayor and Council history for the project is contained in the staff report for the public hearing on the associated Zoning Text Amendment.

Public Notification and Engagement

Information related to public notification and engagement for the project is contained in the staff report for the public hearing on the associated Zoning Text Amendment.

Boards and Commissions Review

Information related to board and commission review is contained in the staff report for the public hearing on the associated Zoning Text Amendment.

Next Steps

Next steps are contained in the staff report for the public hearing on the associated Zoning Text Amendment.

Attachments



MAYOR AND COUNCIL Meeting Date: May 11, 2026
Agenda Item Type: WORKSESSION
Department: CPDS - ZONING REVIEW & OTHER
Responsible Staff: HOLLY SIMMONS/JIM WASILAK

Subject

Worksession #3 on Zoning Text Amendment Application TXT2026-00271, for the Zoning Ordinance Rewrite and Map Amendment Application MAP2026-00126, for the Comprehensive Map Amendment; Mayor and Council of Rockville, Applicants – Articles 6-8: Uses and Use Standards, Zones and Zone Standards, and General Development Requirements

Department

CPDS - Zoning Review & Other

Discussion

Project History

In 2023, the city began a comprehensive rewrite of the city's Zoning Ordinance. This project, known as the Zoning Ordinance Rewrite, kicked off shortly after the adoption of the Rockville 2040 Comprehensive Plan. The Zoning Ordinance Rewrite project will produce a new Zoning Ordinance for the City of Rockville. In conjunction with the Zoning Ordinance Rewrite (ZOR), the city's zoning map will be updated through an amendment to the zoning map.

Adoption Process

On December 1, the Rockville Mayor and Council authorized applications for staff's recommended drafts of the Zoning Text Amendment (ZTA) and Comprehensive Map Amendment (CMA) with the City Clerk (colloquially called the "Staff Draft Zoning Ordinance" and "Staff Draft zoning map"). Authorization to file initiated the formal adoption process.

The Planning Commission concluded its review of the Staff Drafts on February 25, transmitting recommendations to the Mayor and Council. The Mayor and Council began their review on April 13. During the review process, community members are also able to review, comment, and testify on the Staff Drafts. The full adoption process is planned to last from December 2025 to July 2026.

Work Session

Background

This worksession is the third in a series of work sessions that the Mayor and Council will hold during the adoption process. During this work session, Mayor and Council will discuss Articles 6 through 8 of the Staff Draft Zoning Ordinance, focusing on the "Key Changes" between the

current ordinance and the proposed ordinance as identified in *Highlights: Staff Draft Zoning Ordinance*. The work session will also address Planning Commission recommendations related to the following items:

- Use-Based Gross Floor Areas (GFA) restrictions (in Article 6)
- Established setbacks (in Article 7)
- Front yard coverage (in Article 7)
- Deer mesh (in Article 8)

Additional information on these items is included in Attachment 1 – Planning Commission Recommendations (Articles 6 – 8).

The following materials can be accessed via the project webpage, engagerockville.com/zoningrewrite:

- Staff Draft Zoning Ordinance Table of Contents
- Original Staff Drafts, Authorized for Filing on December 1, 2025
 - *Highlights: Staff Draft Zoning Ordinance*
 - Staff Draft Zoning Ordinance (full text)
 - Staff Draft Zoning Map
- Revised Staff Draft published to Engage Rockville on April 20, 2026
 - Revised Staff Draft zoning map
 - Revised Staff Draft Zoning Ordinance ("Clean" Version)
 - Revised Staff Draft Zoning Ordinance ("Redline" Version)
 - *Changes in the Revised Staff Draft Zoning Ordinance*

Key Changes by Article

The information below is adapted from *Highlights: Staff Draft Zoning Ordinance*. Key Changes from the current Zoning Ordinance to the Revised Staff Draft Zoning Ordinance are listed. Changes corresponding with specific direction from Mayor and Council, received either during the pre-release work session held in 2025 or during the April 13 work session, are denoted in **red italics**.

Article 6. Uses and Use Standards

Rationale

This new article addresses the permissions, definitions, and standards for all uses included in the Zoning Ordinance. To increase transparency and accessibility, the new article pulls together use-based standards from many different sections of the existing ordinance (including the various zones articles, the parking and loading article, and the nonconformities article, among others) to provide a clear and comprehensive view of use-based regulations.

Staff also reviewed all existing uses, use permissions, and use standards (as described below), resulting in comprehensive changes.

Key Changes

1. Grandfathered existing uses that were conforming prior to the effective date of the ordinance.
2. ***Ensures use terms and definitions are clear and current.***
3. ***Updates the list of uses contained in the Zoning Ordinance.*** This includes eliminating and consolidating uses. It also includes adding new uses, and associated use permissions and, where applicable, use standards.
4. ***Organizes use permissions into one comprehensive use table, allowing for comparison across zones.*** Locates all use definitions and standards within the same division, significantly increasing transparency and reducing the need to search the ordinance.
5. For accuracy, redefines what a 'Permitted' versus a 'Conditional' use is. In the Staff Draft, permitted uses may or may not have use standards, and any use standards associated with a permitted use apply regardless of the zone the use is located in; Conditional uses have use standards that differ from one zone to another.
6. Comprehensively updates the list of uses, use permissions, and use standards to:
 - a. Accomplish the goals of the Rockville 2040 Comprehensive Plan.
 - b. Implement best planning practices.
 - c. Make regulations more modern and user-friendly.
 - d. Increase equity.
 - e. Address identified issues.
 - f. Reflect state and federal law.
7. ***Transitions many Special Exception uses to Permitted or Conditional uses.*** In certain cases, it introduces new use standards to retain the intention of the Special Exception while reducing the process (by eliminating the Special Exception).
8. ***Eliminates gross floor area (GFA) restrictions for many uses.***

Article 7. Zone Standards

Rationale

The new article modernizes and streamlines development standards to improve clarity, usability, and consistency across districts. They align local regulations with state housing laws, support new and revised zoning districts that promote housing diversity and efficient land use, and provide objective, flexible design standards that encourage high-quality development. Together, these changes create a more predictable, transparent, and adaptable regulatory framework that better supports the city's housing, economic development, and urban design goals.

Key Changes

1. Consolidates development standards into tables grouped by similar zones to improve usability and transparency.
2. Introduces development standards for new zones (MXTD-235, MXTD-200, MXTD-85, and RHD) to implement the recommendations of the Town Center Master Plan and support desired land use patterns.

3. Significantly revises standards for the RMD-Infill ('missing middle') zone, increasing flexibility for the development of diverse housing types.
4. Modifies development standards, including:
 - a. Modernizing the development standards of the RMD-25 zone.
 - b. Increasing height maximums in the MXNC and I-L zones.**
 - c. Revising certain development standards to reduce nonconformities.
- 5. Incorporates bonus heights associated with the State's Housing Expansion and Affordability Act.**
- 6. Replaces current requirements intended to provide transitions between lower and higher intensity zones with modern height transitions provisions.**
- 7. Significantly revises the design standards for the MX zones to increase clarity and objectivity. Provides alternative compliance provisions for projects that propose designs that meet or exceed the intent of the design standards.**
- 8. Eliminates the creation of new Neighborhood Conservation District plans (this change will not impact existing Neighborhood Conservation District plans).**
9. Revise Planned Development (PD) zone use permissions to allow uses based on the equivalent zone.

Article 8. General Development Requirements

Division 1. Accessory Structures

Rationale

This Division clarifies regulations for accessory buildings and structures and locates relevant regulations in one place for ease of access.

Key Changes

1. Consolidates accessory buildings and structures regulations in one location.
2. For residential accessory buildings and structures:
 - a. Adds new applicability provisions to increase clarity.
 - b. Eliminates rear yard lot coverage requirements, as they are viewed to be inequitable and overly restrictive.
 - c. Adds provisions for the RMD-Infill.

Division 2. Parking and Loading

Rationale

This Division modernizes parking and loading standards to align with transit accessibility, sustainability goals, and evolving mobility patterns. The updates generally introduce flexibility to encourage more efficient land use and multimodal access while introducing new provisions for electric vehicles, pedestrian safety, and sustainable infrastructure, such as solar canopies. New/increased standards for pick-up/drop-off and commercial loading have also been added to address staff-identified issues.

Key Changes

1. ***Eliminates the Parking and Loading Division purpose statement, as it performs no regulatory function.***
2. ***Eliminates minimum parking requirements within ½ mile of Metro or ¼ mile of Bus Rapid transit.*** No additional ADA parking is proposed to be required.
3. ***Right-sizes minimum parking requirements for individual uses.*** Additionally, update the minimum parking requirements by:
 - a. Revising how/when minimum parking requirements apply, to increase flexibility.
 - b. Providing by-right ‘adjustments’ to required parking ratios to support city goals and policies, similar to Montgomery County.***
 - c. Outlining a new process for requesting reductions to the required parking ratios.***
 - d. Allowing greater flexibility in shared parking ratios, consistent with Montgomery County.***
 - e. Removing provisions allowing for the deferral of providing required parking.
4. ***Loosens maximum parking requirements, while expanding the zones in which they apply.***
5. Re-introduces compact parking spaces as an allowable parking space type (previously eliminated with the 2009 update to the Zoning Ordinance).
6. Introduces new minimum requirements for pick-up/drop-off spaces and loading spaces, and clarifies existing requirements for stacking spaces. Includes a process for reducing minimum requirements.
7. Introduces new standards for electric vehicle parking spaces and electric vehicle supply equipment (EVSE) to complement the requirements in the Building Code (Chapter 5).
8. ***Introduces new requirements for pedestrian visibility where sidewalks intersect driveways.***
9. Allows solar canopies over parking spaces.

Division 3. Pedestrian and Bicycle Facilities

Rationale

This Division consolidates and clarifies requirements for pedestrian and bicycle facilities to improve consistency and usability, while ensuring that new development supports active transportation. They establish clear, right-sized bicycle parking standards and design requirements consistent with best practices, with flexibility provided through a waiver process.

Key Changes

1. ***Consolidates pedestrian and bicycle facilities regulations in one location.***
2. ***Requires bicycle parking for both principal and accessory uses.*** Updates and right-sizes minimum bicycle parking requirements for individual uses.
3. Clarifies bicycle parking location requirements.
4. Includes new requirements for pedestrian walkways within parking facilities.
5. Includes new design standards for short-term and long-term bicycle parking, consistent with best practices.
6. Ensures flexibility by allowing applicants to seek a waiver from requirements.

Division 4. Amenity Space

Rationale

The current Zoning Ordinance requires development to provide a certain amount of public use space “to promote an appropriate balance between the built environment, public parks and other open spaces intended for respite from urban development, and to protect natural features and preserve the character of the City.” Public use space is currently defined very broadly, and the current Zoning Ordinance does not always ensure that the public use space provided by developments in the City is of high quality. The new Zoning Ordinance eliminates the requirements for public use space in favor of “amenity space,” which is defined more narrowly to require that all development projects subject to the amenity space requirement provide contiguous, high-quality, amenitized space for residents, employees, patrons, and the public.

Key Changes

- 1. Transitions from broadly defined ‘public use space’ to ‘amenity space,’ which is defined to include only high-quality space with amenities, including those for both passive and active uses.**
2. Requires amenity space for residential and mixed-use projects in the mixed-use zones, residential medium density zones, and Residential High Density (RHD) Zone, except when the project:
 - a. Consists of five or fewer dwelling units.
 - b. Is a non-residential use with a gross floor area of 20,000 square feet or smaller.
 - c. Is on a site of one acre or less in the MXTD or 20,000 square feet in any other zone.
 - d. Is a 100 percent affordable residential development located within ¼ mile of a public park or publicly accessible amenity space.
3. Establishes certain design and configuration requirements for amenity space, including continuing to require that the space be publicly accessible except in certain circumstances.
4. Allows flexibility in the MXTD (where the Plan prioritizes density and where land is at a premium) for 50 percent of the required amenity space to be accessible only to residents of the development, such as on a rooftop.
5. Allows amenity space requirements to be met through dedication of land to the City, fee-in-lieu, or alternative compliance.

Division 5. Land Abutting Parks

Rationale

This Division introduces a new requirement for land that abuts City-owned parks. This requirement is intended to ultimately replace the Park Buffer requirements contained in the City’s Environmental Guidelines, which lack desired force.

Key Changes

1. Introduces a new requirement that, on property abutting a City-owned park, excavation and grading are not permitted within 25 feet of any forest located on the City-owned park.

Division 6. Environmental Guidelines

Rationale

This Division incorporates by reference the City's Environmental Guidelines, which will be updated through a separate process.

Key Changes

1. No substantive changes.

Division 7. Landscaping and Screening

Rationale

This Division outlines landscaping requirements, which are currently addressed in the City's *Landscaping, Screening, and Lighting Manual*. The draft Zoning Ordinance moves these requirements from the existing Manual into the body of the Zoning Ordinance to better integrate them with other development standards.

Key Changes

1. Includes new specifications for plant materials, including height and caliper, consistent with Chapter 10.5 and best practices.
2. Updates required parking lot perimeter planting strips. Information is also generally restructured from narrative to tables for ease of use.
3. Clarifies which Industrial (or similar) uses require transitional buffer yards to screen residential uses (currently, these requirements apply to/from all "Industrial" uses to/from all "Residential" uses).

Division 8. Lighting

Rationale

This Division incorporates by reference the lighting portion of the City's *Landscaping, Screening, and Lighting Manual*, which is being updated through a separate process.

Key Changes

1. No substantive changes.

Division 9. Noise

Rationale

This Division requires compliance with the County Code Chapter 31B, Noise Control. The new Division consolidates in one location all information related to noise that is currently contained in the Zoning Ordinance to increase transparency and accessibility.

Key Changes

1. Consolidates all relevant information into one Division.
2. No substantive changes.

Division 10. Utility Lines and Equipment

Rationale

This Division describes requirements specific to utility lines and equipment, particularly related to undergrounding and screening. The new Zoning Ordinance does not propose any substantive changes to this Division.

Key Changes

1. Update to clarify that requirements apply to gas utilities.

Division 11. Adequate Public Facilities

Rationale

This Division provides the framework for ensuring that new development in the City is served by adequate public facilities (“APF”). Much of the detail in testing for APF is currently captured in the City’s Adequate Public Facilities Standards, and the new Zoning Ordinance preserves this approach. However, the new Zoning Ordinance clarifies the language in the current code and simplifies the process for determining how long a development’s adequate public facilities approval lasts.

Key Changes

1. Eliminates the complex process for extending an APF approval in favor of more clearly tying APF approval to the validity period of an underlying development approval, such as a Project Plan or Site Plan.

Mayor and Council History

Information related to the Mayor and Council history for the project is contained in the staff report for the public hearing on the associated Zoning Text Amendment.

Public Notification and Engagement

Information related to public notification and engagement for the project is contained in the staff report for the public hearing on the associated Zoning Text Amendment.

Boards and Commissions Review

Information related to board and commission review is contained in the staff report for the public hearing on the associated Zoning Text Amendment.

Next Steps

Next steps are contained in the staff report for the public hearing on the associated Zoning Text Amendment.

Attachments

Attachment 1 - PC recommendations - Articles 6-8

Attachment 1: Planning Commission Recommendations (Articles 6-8)

This attachment provides additional information on Planning Commission recommendations:

- Use-Based Gross Floor Areas (GFA) restrictions (in Article 6)
- Established setbacks (in Article 7)
- Front yard coverage (in Article 7)
- Deer mesh (in Article 8)

In certain instances, updated Staff recommendations or considerations are also provided.

Use-Based Gross Floor Area (GFA) Restrictions (Article 6)

Uses in Residential zones

The Revised Staff Draft maintains GFA restrictions in the Residential zones for the uses shown in blue in the Table 1, below.

Recommendation: The Planning Commission and Staff recommend retaining restrictions in the Residential zones for all uses listed.

Uses in Industrial zones

The Revised Staff Draft maintains GFA restrictions in the Industrial zones for the uses shown in gray in Table 1, below.

Recommendation: In response to Mayor and Council questions during the April 13 work session, and in consideration of comments provided by the Rockville Economic Development, Inc., dated April 10, 2026, (see page 254-261 of the [ZOR Public Comment Digest](#)) Staff recommend eliminating all numerical GFA restrictions listed for uses in the I-L zone and replacing these restrictions with a requirement that the use be accessory to the principal use.

Single-Tenant Commercial Uses

In 2000, the Mayor and Council adopted regulations for retail stores and shopping centers in the then RPC (Rockville Pike Commercial) and C-2 (General Commercial) zones to address development of "big box" retail stores. These regulations included limiting the floor area of any retail establishment to 65,000 square feet as well as instituting design guidelines. With the adoption of the new Zoning Ordinance in 2009, the 65,000 square foot maximum became a limitation on the ground floor area of any retail establishment in the Mixed Use zones. Upper stories of the same establishment are also limited to 65,000 square feet.

Consideration: The Mayor and Council may wish to eliminate this restriction, understanding that any large-format commercial use would be subject to MX zones design and location standards.

Table

The table below lists the uses in the Revised Staff Draft Zoning Ordinance to which use-based gross floor area (GFA) restrictions apply, compares the regulations in the current and Revised

Staff Draft Zoning Ordinances, and provides a brief explanation for the standard ultimately included in the Revised Staff Draft. Where standards differ between the current Zoning Ordinance and the Revised Staff Draft, those differences are shown in **red text**.

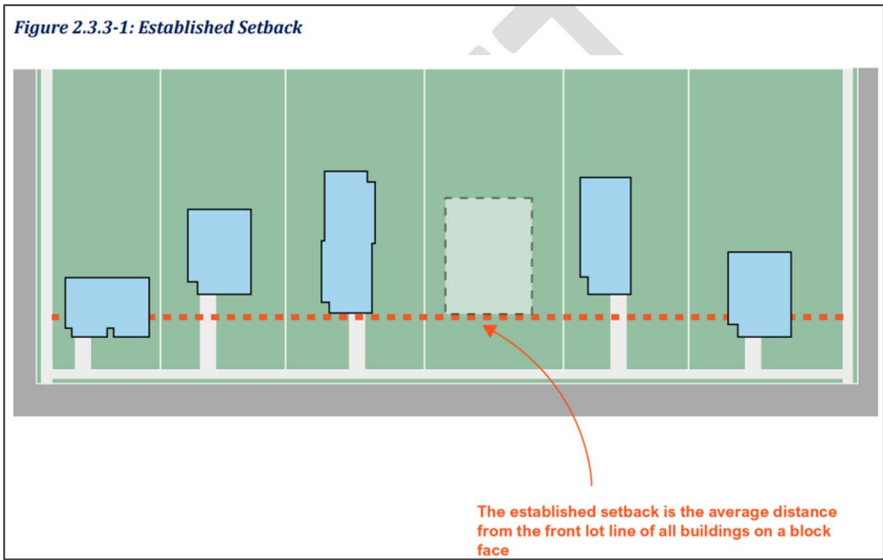
Table 1: Summary of Changes to GFA Restrictions

Use	Current Zoning Ordinance		Revised Staff Draft Zoning Ordinance		Explanation
	Zone	Restriction (Max.)	Zone	Restriction (Max.)	
Attached Accessory Dwelling Unit (ADU)	R-400 R-200 R-150 R-90 R-75 R-60 R-40 RMD-Infill RMD-10 RMD-15 RMD-25	Generally: 50% of principal dwelling's GFA	All zones	Generally: 75% of principal dwelling's GFA	Updated restriction to conform to State law, which prohibits local jurisdictions from further restricting ADU size. Use permissions expanded to allow ADUs in all zones when accessory to a single-unit detached dwelling.
Detached Accessory Dwelling Unit (ADU)	R-400 R-200 R-150 R-90 R-75 R-60 R-40 RMD-Infill RMD-10 RMD-15 RMD-25	If the principal dwelling has a GFA of 800sf or greater: 50% of principal dwelling's GFA or 750sf, whichever is less If the principal dwelling has a GFA of less than 800sf: 400sf	All zones	If the principal dwelling has a GFA of 800sf or greater: 75% of principal dwelling's GFA or 750sf, whichever is less If the principal dwelling has a GFA of less than 800sf: 600sf	Updated restriction to conform to State law, which prohibits local jurisdictions from further restricting ADU size. Use permissions expanded to allow ADUs in all zones when accessory to a single-unit detached dwelling.
Cottage Court	n/a	n/a	R-400 R-200 R-150 R-90 R-75 R-60 R-40 RMD-Infill RMD-10 RMD-15 RMD-25	1,200sf	Cottage Court is a new use. Limitation modeled on Gaithersburg and others' requirements. Limiting unit size preserves intended scale, supports housing diversity goals.
Home-Based Business	All zones, except I-L and I-H	35% of the GFA of the principal dwelling	All zones, except I-L and I-H	35% of the GFA of the principal dwelling or 400sf, whichever is greater.	Retained from current Zoning Ordinance. Added option for 400 square foot maximum to allow flexibility for smaller dwellings (those under approximately 1,150sf).
Residential Accessory	R-400 R-200	Individual accessory buildings and	R-400 R-200	Individual accessory buildings and	Retained from current Zoning Ordinance. These provisions

Use	Current Zoning Ordinance		Revised Staff Draft Zoning Ordinance		Explanation
	Zone	Restriction (Max.)	Zone	Restriction (Max.)	
Buildings and Structures (except ADUs)	R-150 R-90 R-75 R-60 R-40 RMD-Infill	structures: 750sf or the footprint of the main building, whichever is less Total footprint of all accessory buildings and structures on a lot: 1,000sf or the footprint of the main building, whichever is less	R-150 R-90 R-75 R-60 R-40 RMD-Infill	structures: 750sf or the footprint of the main building, whichever is less Total footprint of all accessory buildings and structures on a lot: 1,000sf or the footprint of the main building, whichever is less	were most recently updated and relaxed through a ZTA in 2022.
Eating and Drinking Establishment	I-L	25% of the GFA of the building. <i>Does not apply to carry out.</i>	I-L	25% of the GFA of the building. <i>Does not apply to carry out.</i>	Retained from current Zoning Ordinance.
Office	I-L	25% of the GFA of the building	I-L	25% of the GFA of the building	Retained from current Zoning Ordinance.
Retail Establishment	n/a	n/a	I-L	25% of the GFA of the building	Retail uses are currently not allowed in the I-L zone. Consistent with recommendations from REDI, accessory retail uses are a Conditional use under the Staff Draft, with a limit on GFA.
Single-Tenant Commercial Use	MXTD MXCD MXCT MXNC MXC MXT MXE MXB	Generally: 65,000sf at the ground level Champion Projects: 100,000sf, if approved by Mayor and Council	MXTD MXCD MXCT MXNC MXC MXT MXE MXB	Generally: 65,000sf at the ground level Champion Projects: 100,000sf, if approved by Mayor and Council	Retained from current Zoning Ordinance.

Established Setbacks (Article 7)

Established setbacks are applied to the front yard setbacks of the R and RMD zones. Established setback is defined in the Staff Draft Zoning Ordinance as “the average distance from the front lot line of all buildings on a block face (one side of a street between two intersecting streets).” The established setback generally applies only when it is *greater than* the setback otherwise required in the zone. Figure 1 (draft Figure 2.3.3-1 in the Staff Draft Zoning Ordinance) illustrates the established setback.



Historically, established setbacks were used to preserve and continue existing development patterns; however, they can entrench low-density development patterns, perpetuate historic choices and inequities, and conflict with modern goals related to walkability, efficient land use, and street interaction. These setbacks can also be confusing and unpredictable for homeowners and builders, as an ‘established’ setback is more difficult to calculate than a numerical setback.

Recommendation: The Planning Commission and Staff recommend eliminating the established setback; however, should the Mayor and Council desire increased flexibility, a provision could be drafted to allow applicants the option to use an established setback that is less than the setback otherwise required in the zone.

Front Yard Coverage (Article 7)

Front yard coverage was introduced with the 2009 update to the Zoning Ordinance. Front yard coverage limits the portion of a front yard that can be covered by driveways, parking areas, and sidewalks. This requirement was intended to guard against front yards being turned into parking lots; however, this concern has never turned into a prominent issue. The front yard coverage requirement can be difficult to enforce, and compliance has typically been gained through after-the-fact enforcement actions. Finally, the front yard coverage requirement, like other coverage requirements contained in the Zoning Ordinance, is separate from and not duplicative of the City’s stormwater requirements contained in Chapter 19 of City Code. Removing the front yard coverage requirement would not impact enforcement of stormwater regulations.

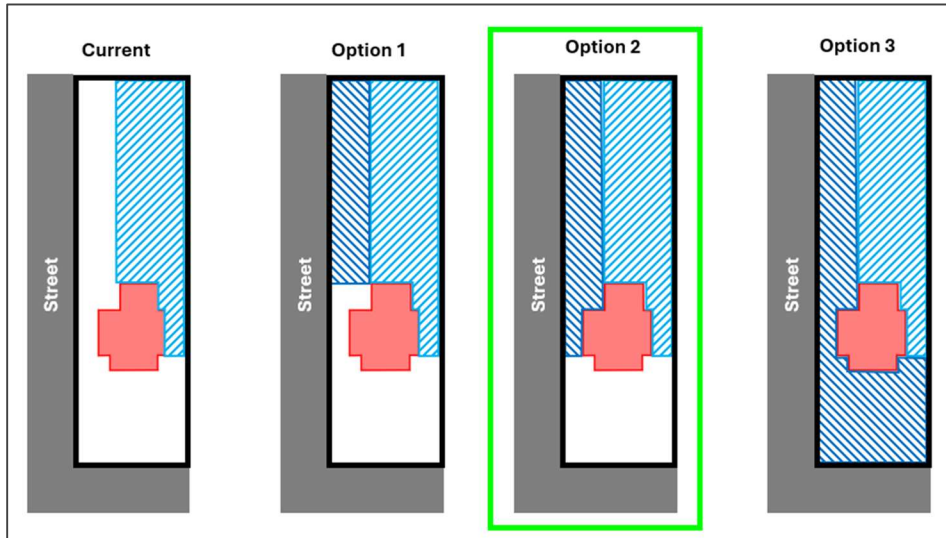
Recommendation: The Planning Commission and Staff recommend eliminating front yard coverage requirements.

Deer Mesh (Article 8)

As discussed during the April 13 work session, the Planning Commission and Staff recommend “Option 2” (see figure, below), which would:

- Retain the prohibition on deer fences in the front yard, except as follows:
 - On corner lots and through lots, allow deer fences in the front yard behind the front façade of the principal dwelling.

This option is supported by a number of interested Rockville residents, one of whom testified during the April 13 ZTA public hearing, and nine of whom signed a related petition (see page 280 of the [ZOR Public Comment Digest](#)). Staff agrees with petitioners that Option 2 would address a community issue while supporting aesthetics.



Recommendation: Staff recommended that Option 2 be considered for incorporation into the Staff Draft Zoning Ordinance for both corner and through lots; however, should the Mayor and Council desire increased flexibility, the body could consider:

- Increasing the height of deer mesh in the front yard to 6.5 feet (as allowed in Montgomery County); and
 - Requiring deer mesh be installed behind a fence that otherwise conforms to City regulations; and/or
 - Requiring deer mesh be set back 10 feet from the right-of-way.



MAYOR AND COUNCIL Meeting Date: May 11, 2026
Agenda Item Type: WORKSESSION
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: SARA TAYLOR-FERRELL

Subject

Discussion on the Draft Election Code Update – Work Session #2: Articles VII and VIII

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommends that the Mayor and Council discuss the proposed City of Rockville draft Elections Code Chapter 8 Articles VII and VIII, and provide input on the question of whether Rockville should institute the public financing of Rockville municipal elections in 2031.

Change in Law or Policy

Upon adoption, the draft City Election Code - Chapter 8 will significantly modify the laws that govern the Rockville Municipal elections, thus providing clarity and enhancing transparency.

Discussion

At the third work session held on [April 27, 2026](#), the Mayor and Council discussed the proposed Election Code Articles I through VI. Articles VII and VIII were to be discussed on June 1. However, after the work session, there appeared to be a desire for a work session on the two Articles before June 1 and before a public hearing could be scheduled, hence this work session. Although the planned discussion is on the two articles, the entire proposed draft Election Code Ordinance is attached (Attachment 1).

Article VII - Campaigns: This Article covers campaigns and regulations of campaign activities, including campaign finance, campaign committee, out-of-state campaign committee, campaign contributions, political action committee, independent expenditures by individuals, campaign finance reporting, and campaign materials, among others. Section 8-117 is drafted to allow the body to discuss and determine during the work session whether the body wants to institute the public financing of Rockville municipal elections beginning in 2031.

Article VIII - Violations; Administrative Hearing: This Article outlines the violations and enforcement mechanism when violations of Chapter 8 occur.

Mayor and Council History

The Mayor and Council held two work sessions facilitated by the consultant. The first work session was held on [May 19, 2025](#). The second work session on [July 21, 2025](#). The body accepted the consultant’s final report on the Election Code Update at its [September 8, 2025](#), meeting. On April 27, 2026, the body held its first work session on the draft Election Code and discussed Articles I through VI.

Public Notification and Engagement

As previously noted, members of the Mayor and Council have expressed interest in holding a public hearing on the proposed draft Election Code – Chapter 8. Upon introduction of the Ordinance, a public hearing is anticipated and will be scheduled and held before adoption.

Boards and Commissions Review

The Office of the City Attorney met with the Board of Supervisors of Elections (BSE) on March 26, 2026, where the city attorney provided an outline and overview of their approach to drafting the proposed code. The proposed draft has been shared with members of the BSE to review and provide comments/feedback. The BSE plans to review and discuss the draft Election Code at its May 7th and May 14th meetings.

Next Steps

Following this work session and direction from the Mayor and Council, staff will make requisite changes to the draft election code. When the draft Election Code Ordinance is introduced, and a public hearing is requested, one will be held before the adoption of the new Election Code.

Attachments

Attachment 1_Ordinance to Repeal and Reenact Chapter 8 of the City Code

ORDINANCE NO. _____

ORDINANCE: To repeal and reenact City Code Chapter 8, titled "Elections," to reorganize the Chapter and provide an updated elections process in line with State law and best practices

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND that Chapter 8 of the Rockville City Code, entitled "Elections," is hereby repealed in full and reenacted as follows:

Chapter 8

ELECTIONS

ARTICLE I. - IN GENERAL

DIVISION 1. - STATEMENT OF PURPOSE; APPLICABILITY; DEFINITIONS

Sec. 8-1. Short title.

This Chapter shall be known and may be cited as the "Rockville Election Code".

Sec. 8-2. Statement of purpose.

(a) The purpose of the election procedures contained in this Chapter is to provide for the conduct of Rockville municipal elections generally in the City of Rockville by exercising the powers granted to the Mayor and Council to provide for the conduct of Rockville municipal elections and for the prevention of fraud in connection with such elections.

(b) The intention of this Chapter is that the conduct of Rockville municipal elections should inspire public confidence and trust by assuring that:

(1) all persons voting in Rockville municipal elections are treated fairly and equitably;

(2) all qualified Rockville residents may register and vote in Rockville municipal elections and those who are not qualified do not vote in Rockville municipal elections;

(3) those who administer in Rockville municipal elections are well-trained, that they serve both those who vote and those who seek votes, and that they put the public interest ahead of all other interests;

(4) full information on Rockville municipal elections is provided to the public, including disclosure of campaign contributions and expenditures;

(5) Rockville resident convenience is emphasized in all aspects of the election process;

(6) security and integrity are maintained in the casting of ballots, canvassing of votes, and reporting of election results;

- (7) the prevention of fraud and corruption is diligently pursued; and
- (8) any offenses that occur are prosecuted.

Sec. 8-3. Applicability; Amendments.

(a) The provisions of this Chapter applies only to Rockville municipal elections, including general, special, and recall elections, held subsequent to July 1, 2026.

(b) No changes shall be made to this Chapter within 180 days of a Rockville municipal general election or within 30 days of a Rockville municipal special election unless such changes are approved by a vote of at least 6 members of the Mayor and Council.

Sec. 8-4. Definitions.

As used in this Chapter, the following terms shall have the meanings indicated unless a different meaning is clearly intended from the context in which the term appears:

(a) “*Advisory referendum ballot questions*” means those questions that are included on a Rockville municipal general election ballot in accordance with the provisions of this Chapter.

(b) “*Affidavit*” means a sworn statement in writing, including a self-affirmation.

(c) “*Authorized candidate campaign committee*” means a campaign committee established under Article VII of this Chapter and authorized by a candidate to promote the candidate's candidacy.

(d)(1) “*Ballot*” includes:

- (i) a vote-by-mail ballot; or
- (ii) a provisional ballot;

(2) “*Ballot*” does not include:

- (i) a sample ballot; or
- (ii) a specimen ballot;

(e) “*Ballot drop box*” means a secure, durable, and weatherproof container (if located outside) that is officially designated by the Board exclusively for Rockville eligible voters to deposit vote-by-mail ballots.

(f) “*Ballot issue committee*” means a campaign committee that is formed to promote the success or defeat of a ballot question to be submitted to a vote at a Rockville municipal election.

(g) “*Ballot questions*” means charter amendment ballot questions and advisory referendum ballot questions.

(h) “*Board*” means the Board of Supervisors of Elections, the body designated by the Mayor and Council to administer and supervise Rockville municipal elections.

(i) “*Campaign committee*” means a combination of two or more individuals that has as its major purpose promoting the success or defeat of a candidate or ballot question submitted to a vote at any Rockville municipal election.

(j) “*Campaign finance entity*” means a campaign committee established under Article VII of this Chapter.

(k) “*Campaign finance report*” means a report, statement, affidavit, or other document that is:

- (1) authorized or required under this Chapter;
- (2) related to the campaign finance activities of a campaign committee; and
- (3) filed or submitted on a form prescribed by the Board under this Chapter.

(l)(1) “*Campaign material*” means any material that:

- (i) contains text, graphics, or other images;
- (ii) relates to a candidate, a prospective candidate, or the approval or rejection of a ballot question or prospective ballot question; and
- (iii) is published, distributed, or disseminated.

(2) “*Campaign material*” includes:

- (i) a qualifying paid digital communication;
- (ii) any other material transmitted by or appearing on the Internet or other electronic medium;
- (iii) an oral commercial campaign advertisement; and
- (iv) an automated or prerecorded oral communication.

(m) “*Candidate*” means an individual who:

- (1) is listed on the ballot for a Rockville elected office;
- (2) has begun to circulate Rockville nominating petitions or authorized another person to do so on their behalf for nomination for or election to a Rockville elected office; or
- (3) has received a contribution or made an expenditure or authorized another person to receive a contribution or make an expenditure with the intent to bring about their nomination for or election to any Rockville elected office.

(n) “*Certificate of withdrawal*” means a certificate filed with the City Clerk/Director of Council Operations by an individual withdrawing their candidacy for a Rockville elected office.

(o) “*Chapter*” means Chapter 8 of the Rockville City Code.

(p) “*Charter*” means the charter of The Mayor and Council of Rockville, a body corporate and municipal corporation of the State of Maryland, authorized under Article XI-E of the Maryland Constitution.

(q) “*Charter amendment ballot questions*” means those questions related to amendment of the Charter that are included on a ballot in accordance with the provisions of this Chapter.

(r) “*City*” means the The Mayor and Council of Rockville, a municipal corporation of the State of Maryland.

(s) “*City administered supplemental voter registry*” means the list of Rockville eligible voters, who are registered, in accordance with §8-29(b) of this Chapter, to vote in the upcoming Rockville municipal election.

(t) “*Continuing campaign committee*” means a campaign committee that is permitted to continue in existence from year to year.

(u)(1) “*Contribution*” means the gift or transfer, or promise of gift or transfer, of money or other thing of value to a campaign committee to promote or assist in the promotion of the success or defeat of a candidate, or ballot question.

(2) “*Contribution*” includes:

(i) proceeds from the sale of tickets to a campaign fund-raising event; and

(ii) a coordinated expenditure as defined in §8-97 of this Chapter.

(3) “*Contribution*” does not include the costs associated with the establishment, administration, or solicitation of voluntary contributions to a political action committee established by a corporation, limited liability company, general partnership, limited partnership, membership organization, trade association, cooperative, or corporation without capital stock as long as the political action committee only solicits contributions from employees of the organization that established the political action committee, or members of the organization that established the political action committee, and the employees or members are participating in a payroll deduction program established by the employer of the employee or member.

(v) “*County administered voter registry*” means a certified list developed by the Montgomery County Board of Elections in accordance with § 3-403 of the State Election Article of individuals eligible to vote in Rockville municipal elections who are included on the statewide voter registration list at addresses within the corporate boundaries of the City.

(w) “*Election cycle*” means the period that begins on the January 1 that follows a Rockville municipal general election and continues until the December 31 that is 4 years later.

(x) “*Electronic signature*” means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

(y) “*Expenditure*” means a gift, transfer, disbursement, or promise of money or a thing of value by or on behalf of a campaign committee to promote or assist in the promotion of the success or defeat of a candidate or ballot question at a Rockville municipal election.

(z)(1) “*Independent expenditure*” means a gift, transfer, disbursement, or promise of money or a thing of value by a person expressly advocating the success or defeat of a clearly identified candidate or ballot question if the gift, transfer, disbursement, or promise of money or a thing of value is not made in coordination, cooperation, consultation, understanding, agreement, or concert with, or at the request or suggestion of, a candidate, an authorized candidate campaign committee, a slate, an agent of a candidate or candidates, or a ballot issue committee.

(2) For purposes of this subsection, “clearly identified” means:

- (i) the name of the candidate appears;
- (ii) a photograph or drawing of the candidate appears; or
- (iii) the identity of the candidate or ballot question is apparent by unambiguous reference.

(aa) “*Online platform*” means any public-facing website, web application, or digital application, including a social network, ad network, or search engine, that:

- (1) has 100,000 or more unique monthly United States visitors or users for a majority of months during the immediately preceding 12 months; and
- (2) receives payment for qualifying paid digital communications.

(bb) “*Person*” means a corporation, business, or other legal entity or an individual.

(cc) “*Political action committee*” means a campaign committee that is not:

- (1) a slate;
- (2) an authorized candidate campaign committee; or
- (3) a ballot issue committee.

(dd) “*Provisional ballot*” means a ballot that is cast by an individual but not counted until the individual’s qualifications to vote have been confirmed by the Board.

(ee) “*Qualifying paid digital communication*” means any electronic communication that:

- (1) is campaign material;

- (2) is placed or promoted for a fee on an online platform;
- (3) is disseminated to 500 or more individuals; and
- (4) does not propose a commercial transaction.

(ff) “*Quarterly CFR Submission Dates*” means January 5th, March 5th, July 5th, and October 5th.

(gg) “*Responsible officers*” means the treasurer and chairperson of a campaign committee.

(hh) “*Rockville elected office*” means either the office of the Mayor or Councilmember.

(ii) “*Rockville eligible voter*” means an individual who meets the specific requirements for voting in Rockville municipal elections.

(jj) “*Rockville municipal elections*” means Rockville municipal general elections, Rockville municipal special elections, and Rockville municipal recall elections.

(kk) “*Rockville municipal general election*” means an election for Mayor and Councilmembers, held the next Tuesday after the first Monday in the month of November in every fourth year beginning in the year 2015, as set forth in Article III, Section 4 of the Charter and §8-47 of this Chapter.

(ll) “*Rockville municipal recall election*” means an election to recall a member of the Mayor and Council, in accordance with the provisions set forth in Article III, Section 6 of the Charter and §8-49 of this Chapter.

(mm) “*Rockville municipal special election*” means an election to (a) elect a candidate to serve the remainder of the unexpired term of a member of the Mayor and Council who, by reason of death, resignation, removal from the City or otherwise, vacates their seat on the Mayor and Council, in accordance with Article III, Section 5 of the Charter and §8-48 of this Chapter, and (b) vote on the proposed amendment or amendments to the Charter in accordance with Article V, Section 3 of the Charter and §8-48 of this Chapter.

(nn) “*Rockville municipal voting system*” means a method of casting and tabulating ballots or votes for a Rockville municipal election.

(oo) “*Rockville nominating petition*” means a petition filed by an eligible individual with the City Clerk/Director of Council Operations in accordance with §8-38 of this Chapter in order to become a candidate for a Rockville elected office.

(pp) “*Rockville vote center*” means a site selected and established by the Board in accordance with the provisions of this Chapter where individuals can register to vote and cast ballots for a Rockville municipal election.

(qq) “*Sample ballot*” means a facsimile of a ballot used for informational purposes by a person or entity other than the Board.

(rr) “*Slate*” means a campaign committee of two or more candidates who join together to conduct and pay for joint campaign activities

(ss) “*Specimen ballot*” means a facsimile of a ballot used by the Board to provide notice to registered voters of the contents of the ballot.

(tt) “*State Board*” means the Maryland State Board of Elections.

(uu) “*State Election Article*” means Election Law Article of the Annotated Code of Maryland, as amended.

(vv) “*Transfer*” means a monetary contribution that is made by one campaign committee to another campaign committee.

(ww) “*Treasurer*” means an individual appointed in accordance with §8-80 of this Chapter.

(xx) “*Vote*” means to cast a ballot in a Rockville municipal election conducted in accordance with this Chapter.

(yy) “*Vote-by-mail ballot*” means a ballot that is mailed by the City Clerk/Director of Council Operations to each registered voter who is eligible to vote in the next Rockville municipal election.

(zz) “*Voter*” means a Rockville eligible voter.

DIVISION 2. - GENERAL PROVISIONS

Sec. 8-5. Computation of time.

(a) Calendar days shall be used in all computations of time made under this Chapter.

(b) In computing time for any act or event to be done before any Rockville municipal election, the first day is excluded, and the last, or election, day is included. Saturdays, Sundays, and City holidays are included but, if the time for any act to be done or the last day of any period is a Saturday, Sunday, or City holiday, the period is extended to include the next day that is not a Saturday, Sunday, or City holiday.

Sec. 8-6. Nonpartisan elections.

Candidates shall not run for any Rockville elected office as the representative or nominee of any political party.

Sec. 8-7. Electronic signatures.

The Board may accept an electronic signature for any form, document, report, or affidavit required by the Board under this Chapter.

Secs 8-8—8-15. Reserved

ARTICLE II. - BOARD OF SUPERVISORS OF ELECTIONS

Sec. 8-16. Organization.

(a) The Board shall consist of five regular members, who may be appointed by any member of the Mayor and Council, subject to the approval of a majority vote of the Mayor and Council. The Board is accountable to the Mayor and Council for its actions in all matters regarding the implementation of the requirements of this Chapter.

(b) Each member of the Board shall be a registered Rockville eligible voter in Montgomery County, shall reside within the corporate limits of the City, and shall not hold or be a candidate for any Rockville elected office during their term of office.

(c) Before taking office, each member of the Board shall take and subscribe to the following oath:

I, _____ residing at _____ in the City of Rockville, do swear that I will support the Constitution of the United States and that I will be faithful and bear true allegiance to the State of Maryland and support the Constitution and Laws thereof and that I will, to the best of my skill and judgment, diligently and faithfully, without partiality or prejudice, fairly and honestly discharge the duties of a supervisor for the Board of Supervisors of Elections for the City of Rockville, according to the Constitution and laws of this State, and the Charter and laws of this City.

(d)(1) The terms of the members of the Board shall begin on the first Monday in June of an even year and shall run for four (4) years. Notwithstanding the foregoing, the terms of two (2) members shall be staggered with respect to the terms of the other three (3) members.

(2) At the end of a term, a member continues to serve until a successor is appointed and qualifies.

(3) If a vacancy occurs on the Board, the Mayor shall appoint, subject to approval of a majority vote of the Mayor and Council, an eligible individual as the successor member to fill the vacancy for the remainder of the unexpired term and until a qualified successor is appointed.

(e) The Board shall meet within 20 days after the beginning of the new term of members of the Board to elect one of its members as Chairperson.

(f) Upon a majority vote, the Mayor and Council may remove a member for incompetence, misconduct, or other good cause, upon written charges stating the Mayor and Council's grounds for dismissal and after affording the member notice and an opportunity to be heard in accordance with Article III, Section 2.b of the Charter.

Sec. 8-17. Duties.

(a) Registration of voters. Subject to the applicable provisions of the Charter and this Chapter, the Board shall supervise and administer the registration of individuals who are eligible to vote in Rockville municipal elections.

(b) Nomination of candidates. Subject to the applicable provisions of the Charter and this Chapter, the Board shall supervise and administer the nomination process of individuals seeking to have their names placed on ballots as candidates for Rockville municipal elections.

(c) General supervision of Rockville municipal elections. Subject to the applicable provisions of the Charter and this Chapter, the Board shall supervise and administer all Rockville municipal elections to ensure that the elections are conducted in an open, convenient, and impartial manner.

(d) Promulgation of administrative policies, procedures, forms and templates. The Board shall promulgate all administrative policies, procedures, forms and templates necessary for its supervision and administration of (i) the registration of individuals who are eligible to vote in Rockville municipal elections, (ii) the nomination process of individuals seeking to have their names placed on ballots as candidates for Rockville municipal elections, and (iii) all Rockville municipal elections to ensure that the elections are conducted in an open, convenient, and impartial manner.

(e) Posting of administrative policies, procedures, forms and templates. In order to provide transparency to the public, current versions of the Board's administrative policies, procedures, forms and templates will be posted on the City's website, unless the posting of a policy, procedure, form or template would compromise the integrity or security of a Rockville municipal election.

(f) Enforcement. The Board shall enforce the provisions of this Chapter in accordance with the provisions of Article VIII of this Chapter.

(g) The Board may recommend to the Mayor and Council amendments to Article III of the Charter and this Chapter when the Board deems such proposed amendments are necessary and will provide for improved open, convenient, and impartial Rockville municipal elections.

(h) The Board shall perform such other duties as may be assigned to the Board by the Rockville Charter and those ordinances and resolutions adopted by the Mayor and Council.

Sec. 8-18. Funding.

The Mayor and Council shall appropriate, as necessary, funds to enable the Board to pay the reasonable expenses incurred by the Board to discharge its duties prescribed in the Charter and this Chapter.

Sec. 8-19. Staff support.

(a) The City Clerk, City Manager, and City Attorney will each assist and support, and as appropriate, designate their respective staff members to assist and support the Board in its official duties.

(b) The City Clerk/Director of Council Operations is authorized to receive, on behalf of the Board, all affidavits, petitions, certificates, reports, notices, and other documents required to be filed under the provisions of this Chapter. Except as otherwise provided, all affidavits, petitions, certificates, reports, notices, and other documents submitted shall be deemed filed with the Board when received by the City Clerk City Clerk/Director of Council Operations and shall be transmitted to the Board without delay.

(c)(1) Except as provided in paragraph (2) of this subsection, and subject to technical difficulties, the City Clerk/Director of Council Operations shall work with the Department of Information and Technology to provide live streaming of each open meeting held by the Board.

(2) The live streaming requirement under paragraph (1) of this subsection does not apply with respect to:

- (A) an open meeting held off-site;
- (B) a project site visit; or
- (C) an inspection conducted by the Board.

(3) The Department of Information and Technology shall maintain a complete and unedited archived recording of each open meeting for which live streaming was provided under subsection (c)(2) of this section for a minimum of 5 years after the date of the meeting.

Secs 8-20—8-25. Reserved

ARTICLE III. - VOTER REGISTRATION

Sec. 8-26. Registration required.

No individual shall vote, or be permitted to vote, in any Rockville municipal election unless such individual is properly registered to vote with:

- (1) the State of Maryland in accordance with the State Election Article and the provisions of this Article; or
- (2) with the Board in accordance with the provisions of this Article and such administrative policies and procedures promulgated by the Board.

Sec. 8-27. Registration with the State of Maryland.

(a) Any individual shall automatically be entitled to cast a ballot in a Rockville municipal election if the individual:

(1) Is registered to vote with the State of Maryland in accordance with the State Election Article;

(2) Is included on the County administered voter registry at an address within the corporate boundaries of the City;

(3) Resides within the corporate boundaries of the City on the day such individual casts a ballot in a Rockville municipal election; and

(4) Is, in accordance with the Charter, at least [16/18] years of age on the day such individual casts a ballot in a Rockville municipal election.

(b)(1) According to the State Election Article, except as provided in paragraph (2) of this subsection, an individual may register to vote with the State of Maryland if the individual:

(A) is a citizen of the United States;

(B) is at least 16 years old;

(C) is a resident of the State as of the day the individual seeks to register; and

(D) registers pursuant to Title 3 of the State Election Code.

(2) An individual is not qualified to register to vote with the State of Maryland if the individual:

(A) has been convicted of a felony and is currently serving a court-ordered sentence of imprisonment for the conviction;

(B) is under guardianship for mental disability and a court of competent jurisdiction has specifically found by clear and convincing evidence that the individual cannot communicate, with or without accommodations, a desire to participate in the voting process; or

(C) has been convicted of buying or selling votes.

Sec. 8-28. Registration with the Board.

If an individual is not registered to vote with the State of Maryland in accordance with the State Election Article and the provisions of this Article, an individual may still be entitled to cast a ballot in a Rockville municipal election if the individual:

(1) Resides within the corporate boundaries of the City on the day such individual casts a ballot in a Rockville municipal election;

(2) Is, in accordance with the Charter, at least [16/18] years of age on the day such individual casts a ballot in a Rockville municipal election; and either

(3) registers to vote in City Hall with the City Clerk/Director of Council Operations, on behalf of the Board, in accordance with administrative policies and procedures promulgated by the Board; or

(4) registers to vote at a Rockville vote center on the day of a Rockville municipal election in accordance with administrative policies and procedures promulgated by the Board.

Sec. 8-29. Voter registries.

(a) County administered voter registry. In accordance with the State Election Article:

(1) the Montgomery County Board of Elections shall work with the Board to develop a plan and a schedule for the provision of County administered voter registries for Rockville municipal elections; and

(2) the Board shall request, and the Montgomery County Board of Elections shall provide at no cost, the County administered voter registries prepared in compliance with the plans and schedules established.

(b) City administered supplemental voter registry. The City Clerk/Director of Council Operations shall establish and maintain a City administered supplemental voter registry containing the names and address of those individuals who are not registered to vote with the State of Maryland, but who are registered to vote with the City and are entitled to vote in Rockville municipal elections.

Sec. 8-30. Challenges; Appeals.

(a) Challenges to the registration of any individual on the County administered voter registry shall be filed with the Montgomery County Board of Elections, in accordance with Montgomery County Board of Elections' policies and procedures.

(b) Challenges to the registration of any individual on the City administered supplemental voter registry shall be filed with the Board, in accordance with the Board's administrative policies and procedures.

(c) If an individual shall feel aggrieved by the action of the Board in refusing to register the individual or in striking off the name of any individual off the City administered supplemental voter registry, or by any other action, such individual may appeal to the Circuit Court for Montgomery County. Such appeal must be filed within three (3) days of the date of the decision of the Board and may thereafter be further appealed to the appellate courts of Maryland pursuant to the Maryland Rules of Procedure.

Secs 8-31—8-35. Reserved

ARTICLE IV. - CANDIDATES

Sec. 8-36. Eligibility.

(a) Candidates for mayor. An individual is eligible to become a candidate and have their name placed on a ballot for the office of Mayor if the individual:

(1) is registered to vote in the next Rockville municipal election in accordance with Article III of this Chapter;

(2) will be at least [16/18] years of age on or before the day of the Rockville municipal election in which the individual will be a candidate; and

(3) will have resided within the corporate limits of the City for at least one year immediately preceding the day of the Rockville municipal election in which the individual will be a candidate.

(b) Candidates for city council. An individual is eligible to become a candidate and have their name placed on a ballot for Council if the individual:

(1) is registered to vote in the next Rockville municipal election in accordance with Article III of this Chapter;

(2) will be at least [16/18] years of age on or before the day of the Rockville municipal election in which the individual will be a candidate; and

(3) will have resided within the corporate limits of the City for at least one year immediately preceding the day of the Rockville municipal election in which the individual will be a candidate.

Sec. 8-37. Candidacy for more than one office.

An eligible individual simultaneously may not be a candidate for more than one Rockville elected office.

Sec. 8-38. Rockville nominating petition

(a) An eligible individual may become a candidate and have their name placed on a ballot for a Rockville elected office only if:

(1) the eligible individual, or authorized agent of such individual, files a Rockville nominating petition with the City Clerk/Director of Council Operations in accordance with subsection (b) of this section, and the Board, upon determining that the Rockville nominating petition satisfies all of the Board's requirements, accepts such petition;

(2) the eligible individual, or authorized agent of such individual, establishes, or causes to be established, an authorized candidate campaign committee in accordance with §8-80 of this Chapter; and

(3) the eligible individual does not file a certificate of withdrawal in accordance with subsection (f) of this Section.

(b) Filing. An eligible individual, or an authorized agent of such individual, must, on a form prescribed by the Board, in accordance with the administrative policies and procedures promulgated by the Board, file under oath a Rockville nominating petition with the City Clerk/Director of Council Operations that has been signed by at least 100 registered Rockville eligible voters. The Rockville nominating petition shall include:

- (1) the name of the individual seeking to be a candidate;
- (2) a statement of the Rockville elected office to which election is sought;
- (3) a statement that the signors request that the name of the individual seeking to be a candidate be placed on the ballot; and
- (4) any other additional information that may be prescribed, from time to time, by the Board.

(c) The Rockville nominating petition shall be accompanied by a copy of all of the requisite statements filed with the Rockville Ethics Commission in accordance with §16-63 of the City Code, and such other forms and certificates as may be required by the Board.

(d) Individuals are not permitted to use nicknames, titles, degrees or other professional designations on a Rockville nominating petition.

(e) Filing deadline. A Rockville nominating petition must be filed with the City Clerk/Director of Council Operations, on behalf of the Board, not later than 5 p.m. at least 60 calendar days preceding the day of the Rockville municipal election in which the individual will be a candidate.

(f) Withdrawal of Rockville nominating petition.

(1) An individual who has filed a Rockville nominating petition in accordance with this Section, and such Rockville nominating petition has been accepted by the Board, may withdraw their candidacy by filing a certificate of withdrawal with the City Clerk/Director of Council Operations, on behalf of the Board, at least 55 calendar days preceding a Rockville municipal election.

(2) If a certificate of withdrawal is filed under this Section, the Rockville nominating petition to which the certificate of withdrawal relates is void and the name of the individual withdrawing will not be printed upon the ballots to be used in the Rockville municipal election unless the individual files a new Rockville nominating petition within the time limit prescribed for filing.

Sec. 8-39. City employees as candidates.

(a) In accordance with State law, City employees, including City employees who either seek to qualify as a candidate or qualifies as a candidate, may not engage in political activity while on the job during working hours.

(b) Any City employee who gains City elective office shall resign their position of employment with the City upon the assumption of office.

Sec. 8-40. Write-in candidates.

Write-in candidates are permitted in Rockville municipal elections in accordance with the administrative policies and procedures promulgated by the Board.

Secs 8-41—8-45. Reserved

ARTICLE V. – ROCKVILLE MUNICIPAL ELECTIONS

Sec. 8-46. In general.

(a) Conduct and uniformity of elections.

(1) Under the general supervision of the Board, Rockville municipal elections shall be conducted in accordance with the Charter, this Chapter, and the administrative policies and procedures promulgated by the Board.

(2) Except where it would be inappropriate, or as otherwise provided in this Chapter, the electoral process for Rockville municipal elections shall be uniform.

(b) Emergencies.

(1) In the event that a local state of emergency, declared by the Mayor and Council in accordance with the provisions of law, interferes with the Rockville municipal electoral process, the emergency ordinance may:

(A) provide for the postponement, until a specific date, of a Rockville municipal election;

(B) specify alternate Rockville vote centers; or

(C) specify alternate Rockville municipal voting systems.

(2) The Board shall develop administrative policies and procedures for all other emergencies that interfere with the Rockville municipal process.

(c) Notices.

In accordance with the Charter, the Board shall give at least one months' notice for every Rockville municipal election by an advertisement published at least four times during the period of such notice in at least one newspaper of general circulation in the City and by posting notice thereof during such period in some public place or places on the City. The Board shall promulgate administrative policies and procedures to provide for the requisite notices for each Rockville municipal election.

Sec. 8-47. Rockville municipal general elections.

(a) In accordance with Article III, Section 4 of the Charter, on the next Tuesday after the first Monday in the month of November in every fourth year beginning in the year 2015, Rockville eligible voters shall elect one individual as mayor and six individuals as councilmembers to serve for terms of four years.

[(b) Beginning in the year 20___, any individual elected to serve as mayor, and any individual elected to serve a councilmember shall not be permitted to serve more than ___ (___) consecutive terms of four years.]

[(c) In accordance with future amendments to the Charter, this Chapter, and administrative policies and procedures promulgated by the Board, beginning in the year [2031], the City shall provide for the election of [two] councilmembers in at-large elections and the election of [four] councilmembers in City council district elections.]

Sec. 8-48. Rockville municipal special elections.

(a) In accordance with Article III, Section 5 of the Charter, the Mayor and Council shall, by adoption of an ordinance, specify the date for a Rockville municipal special election at which Rockville eligible voters shall vote to elect a candidate to serve the remainder of the unexpired term of a member of the Mayor and Council who, by reason of death, resignation, removal from the City or otherwise, vacates their seat on the Mayor and Council.

(b) In accordance with Article V, Section 3 of the Charter, the Mayor and Council may, by adoption of a resolution, specify the date and the hours for a Rockville municipal special election at which Rockville eligible voters shall vote on the proposed amendment or amendments to the Charter. The date of the Rockville municipal special election must be within a period of not less than 40 days nor more than 60 days after adoption of the resolution.

Sec. 8-49. Rockville municipal recall elections.

In accordance with Article III, Section 6.d. of the Charter, the Mayor and Council shall, upon receipt of a certificate from the City Clerk/Director of Council Operations certifying that a recall petition is sufficient, order a Rockville municipal recall election to be held on a date not less than 30 days nor more than 45 days from the date of the certificate; provided, however, that if any other Rockville municipal election is to occur within 60 days from the date of the City Clerk's certificate, the Mayor and Council may, at its discretion, postpone the holding of the Rockville municipal recall election to the date of such other Rockville municipal election.

Secs 8-50—8-55. Reserved

ARTICLE VI. –VOTING

Sec. 8-56. Rockville municipal voting system.

(a) The Board shall select a Rockville municipal voting system for Rockville municipal elections. The Rockville municipal voting system selected by the Board must:

- (1) protect the secrecy of the ballot;

- (2) protect the security of the voting process;
- (3) count and record all votes accurately;
- (4) accommodate any ballot used under this Chapter;
- (5) protect all other rights of Rockville eligible voters and candidates;
- (6) be capable of creating a paper record of all votes cast in order that an audit trail is available in the event of a recount, including a manual recount; and
- (7) comply with both the American with Disabilities Act, P.L. 101-336, and the Help America Vote Act, P.L. 107-252, including accessibility standards adopted as part of the Voluntary Voting System Guidelines pursuant to the Help America Vote Act.

(b) The City Clerk/Director of Council Operations and the Department of Procurement, on behalf of the Board, shall work in conjunction to procure the Rockville municipal voting systems selected by the Board.

Sec. 8-57. Ballots – in general.

(a) Voting by ballot required for Rockville municipal elections.

(1) In any Rockville municipal election conducted under this Chapter:

(A) all voting shall be by ballot; and

(B) only votes cast on a ballot may be counted.

(2) All ballots shall comply with the provisions of this Article.

(3) A ballot may not be used for any purpose not authorized by this Chapter.

(b) Ballot standards. Each ballot shall:

(1) be easily understandable by Rockville eligible voters;

(2) present all candidates and ballot questions in a fair and nondiscriminatory manner;

(3) permit Rockville eligible voters to easily record a vote for the candidates of their choice and in response to ballot questions;.

(4) protect the secrecy of Rockville eligible voters' votes; and

(5) facilitate the accurate tabulation of the votes of Rockville eligible voters.

(c) Ballot preparation – Board responsibility.

(1) The Board shall be responsible for the content and the arrangement of each ballot to be used in Rockville municipal elections, including the placement of candidate names and ballot questions (if any), and other material on the ballot, in accordance with the Board's administrative policies and procedures.

(2) Notwithstanding subsection (c)(1), above, in accordance with Board administrative policies and procedures, the placement of candidate names on ballots must be arranged by office in a randomized order.

(d) Ballot accountability.

The Board shall establish and maintain a system to account for, and maintain control over, the ballots from the beginning of production through postelection storage and disposition.

(e) Ballot questions.

(1) Charter amendment questions shall be placed on a Rockville municipal election ballot if a petition to amend the Charter, submitted to the Mayor and Council by the requisite number of Rockville eligible voters, complies with the requirements of Article V, Section 3 of the Charter.

(2) Advisory referendum questions shall be placed on a Rockville municipal general election ballot if, on or before the first Tuesday in August preceding a Rockville municipal general election, the Mayor and Council adopts a resolution approving such advisory referendum questions. The results of such referendum shall be advisory only and shall not be binding upon the Mayor and Council.

(f) Administrative policies and procedures.

The Board shall promulgate administrative policies and procedures for ballots, including ballot production, ballot security, and storage and retention of ballots following canvass and certification.

(g) Use, distribution, possession, or reproduction of unauthorized ballots prohibited.

(1) A person may not use, distribute, possess, print, or reproduce a ballot for a Rockville municipal election other than as authorized in this Chapter.

(2) A person who violates the provisions of subsection (a) of this section shall be subject to the penalties provided in Article VIII of this Chapter.

Sec. 8-58. Ballots – distribution.

(a) Mailing of ballot. In accordance with the administrative policies and procedures promulgated by the Board, the City Clerk/Director of Council Operations shall mail by nonforwardable mail a vote-by-mail ballot to each registered voter who is eligible to vote in the next Rockville municipal election.

(b) Envelope and oath.

(1) Vote-by-mail ballots mailed in accordance with subsection (a) of this Section shall be enclosed in an inner envelope designated the “ballot/return envelope,” which shall be enclosed in an outer envelope designated the “outgoing envelope” that is addressed to the registered voter. The form and content of the ballot/return envelope and the outgoing envelope shall be prescribed by the Board.

(2) Each outgoing envelope shall include a statement, prominently placed, requesting that the recipient return the ballot to the Board if the intended recipient no longer lives at that address. Each ballot/return envelope shall include prepaid postage, and an oath, prescribed by the Board.

(c) Instructions. All vote-by-mail ballots mailed in accordance with subsection (a) of this Section shall be accompanied by instructions, prescribed by the Board, for marking and returning the ballot.

(d) Replacement vote-by-mail ballots. In accordance with the administrative policies and procedures promulgated by the Board, the City Clerk/Director of Council Operations, on behalf of the Board, shall issue a replacement vote-by-mail ballot to each registered voter who is eligible to vote in the next Rockville municipal election if the City Clerk/Director of Council Operations has reasonable grounds to believe that the vote-by-mail ballot that was previously mailed to the voter has been lost, destroyed, spoiled, or not received.

Sec. 8-59. Submission of vote-by-mail ballots.

(a) Each registered voter who is eligible to vote in a Rockville municipal election may submit to the Board the vote-by-mail ballot distributed to them in accordance with §8-58 of this Chapter in a signed ballot/return envelope either:

- (1) by mail;
- (2) in person to the City Clerk/Director of Council Operations at City Hall during regular office hours;
- (3) through a ballot drop box; or
- (4) in person at a Rockville vote center on the day of the Rockville municipal election.

(b) Timeliness.

(1) A ballot is considered timely and may be counted if the ballot:

(A) is returned in person to the City Clerk/Director of Council Operations at City Hall by the voter no later than 5 p.m. on the day of a Rockville municipal election;

(B) is returned in person to a Rockville vote center by the voter no later than 8

p.m. on the day of a Rockville municipal election;

(C) is returned by the voter through a ballot drop box no later than 8 p.m. on the day of a Rockville municipal election; or

(D)(i) is received by mail by the Board no later than 5 p.m. on the first Thursday after a Rockville municipal election; and

(ii) was mailed on or before the Rockville municipal election day, as verified:

1. by a postmark; or

2. if the return envelope does not contain a postmark or the postmark is illegible, by the voter's affidavit that the ballot was mailed on or before election day.

(2) A ballot that does not meet the requirements of subsection (d)(1) of this Section is not timely and may not be counted.

Sec. 8-60. Vote centers.

(a) The Board shall, subject to the approval of the Mayor and Council, provide a suitable place or places within the City to serve as Rockville vote centers for each Rockville municipal election.

(b) Each Rockville vote center shall:

(1) provide an environment that is suitable to the proper conduct of an election;

(2) except as authorized in subsection (c) of this Section, be in a public building;

(3) whenever practicable, be selected and arranged to avoid architectural and other barriers that impede access or voting by elderly and physically disabled voters.

(c)(1) If suitable space in a public building is not available, the Board may pay a reasonable fee for the use of space in a privately owned building.

(2) A Rockville vote center may not be located in a privately owned building unless the owner of the building agrees to:

(A) allow electioneering on the premises up to the electioneering boundary established under §8-63 of this Article; and

(B) allow campaign signs on the premises, at a minimum, from 5 p.m. the day immediately preceding election day until 8 a.m. on the day immediately following election day.

(d) Rockville vote centers for all Rockville municipal elections shall be opened from seven o'clock (7:00) A.M. and remain open until all registered voters who are in line to vote by eight o'clock (8:00) P.M. have had an opportunity to vote.

(e) The Board shall provide election judges with detailed procedures for the closing of the Rockville vote centers.

Sec. 8-61. Election judges.

(a) Appointment and qualifications.

(1) *Appointment.* The Board shall provide at least three election judges to serve as the staff for each Rockville vote center.

(2) *Qualifications.* An election judge shall:

(A) be registered to vote in the next Rockville municipal election;

(B) be able to speak, read, and write the English language;

(C) not be engaged in any partisan or political activity related to a Rockville municipal election in which the individual will serve as an election judge, including serving as a (i) candidate for a Rockville elected office or (ii) treasurer or campaign chairperson for a campaign committee.

(3) The Board may adopt guidelines consistent with the provisions of this Article for the determination of the qualifications and training of individuals considered for appointment and the process of appointment as election judges.

(b) Oath. Each election judge shall be required to take the oath prescribed by Article I, § 9, of the Maryland Constitution before entering on the performance of the judge's official duties.

(c) Training of election judges. The Board shall:

(1) develop a training manual for election judges; and

(2) oversee the implementation of the training.

(d) Authority and duties.

(1) Under the supervision of the Board, an election judge shall:

(A) carry out the tasks assigned by the Board, including those set forth in any election judge instruction manual developed in accordance with subsection (c) of this Section, during the period of time that begins before the Rockville municipal election through the close of the Rockville vote centers and the return of materials to the Board; and

(B) take measures throughout election day to ensure that:

(i) each voter's right to cast a ballot in privacy is maintained;

(ii) the integrity of the voting process is preserved;

- (iii) order in the Rockville vote center is maintained; and
- (iv) all election laws are observed.

(2) While serving as an election judge on an election day, an election judge shall wear a badge that:

- (i) is in plain view; and
- (ii) identifies the individual as an election judge.

(3) An election judge shall:

- (i) keep the peace; and
- (ii) report to a police officer any person who breaches the peace, breaches any provision of this Article, or interferes with the work of the judges in conducting the Rockville municipal election and carrying out their assigned tasks.

(4) An election judge shall protect a challenger or watcher in the exercise of the rights of a challenger or watcher.

(e) Compensation. The compensation of election judges shall be fixed from time to time by the Mayor and Council.

(f) Appeals. The decisions of election judges with respect to an individual desiring to vote can be appealed to the Board during the open hours of the Rockville vote centers. The Board shall be available during at least the last hour of each Rockville municipal election day for the purpose of hearing such appeals.

(g) Removal of an election judge.

(1) The Board shall investigate promptly each complaint it receives regarding the fitness, qualification, or performance of an individual appointed to be an election judge.

(2) The Board shall remove any election judge who is unfit or incompetent for the office.

Sec. 8-62. Challengers and watchers.

(a) In accordance with Board administrative policies and procedures, members of the public who are registered with the City Clerk/Director of Council Operations shall have the right to serve as challengers or watchers at each place of registration and election.

(b) A challenger or watcher has the right to:

- (1) enter the Rockville vote center one-half hour before the polls open;
- (2) enter or be present at the Rockville vote center at any time when the polls are open;

(3) remain in the Rockville vote center until the completion of all tasks associated with the close of the polls and the election judges leave the Rockville vote center;

(4) maintain a list of registered voters who have voted, or individuals who have cast provisional ballots, and take the list outside of the Rockville vote center; and

(5) enter and leave a Rockville vote center for the purpose of taking outside of the Rockville vote center information that identifies registered voters who have cast ballots or individuals who have cast provisional ballots.

(c)(1)(i) A certificate signed by the City Clerk/Director of Council Operations shall be sufficient evidence of the right of a challenger or watcher to be present at a place of registration and election.

(ii) The Board shall prescribe a certificate that shall be supplied to the challenger or watcher.

(2) A challenger or watcher shall be positioned near the election judges so that the challenger or watcher may see and hear each individual as the individual offers to vote.

(d)(1) A challenger or watcher may not attempt to:

(i) ascertain how a voter voted or intends to vote;

(ii) converse in the Rockville vote center with any voter;

(iii) assist any voter in voting; or

(iv) physically handle an original election document.

(2) An election judge may eject a challenger or watcher who violates the prohibitions under paragraph (1) of this subsection.

Sec. 8-63. Electioneering.

(a) Electioneering boundaries. An individual may not canvass, electioneer, or post any campaign material in a Rockville vote center or within a line, established by the Board through the posting of signs, that is as practicable to 50 feet from the entrance and exit of a building where ballots are cast or within 50 feet of a ballot drop box that is located outside. The Board may modify the 50-foot requirement to accommodate unusual sites and/or weather conditions in accordance with its administrative policies and procedures.

(b) Campaign paraphernalia. Except as otherwise provided in this subsection, a voter may wear into the Rockville vote center a button, shirt, hat or other article of clothing with a campaign message on it. A poll watcher may not wear such campaign paraphernalia in the Rockville vote center. An election judge or any other person who is authorized to remain in or near a Rockville vote center for an extended period of time may not wear campaign paraphernalia while inside the Rockville vote center or within the electioneering boundary.

Sec. 8-64. Provisional voting.

(a) Requirements for casting a provisional ballot.

(1) If an individual is eligible under subsection (2) of this subsection, in accordance with administrative policies and procedures of the Board, the individual shall be issued and may cast a provisional ballot at a Rockville vote center on election day.

(2) An individual is eligible to cast a provisional ballot if:

(A) the individual's name does not appear on the County administered voter registry or the City administered supplemental voter registry;

(B) the individual does not have the necessary identification;

(C) an election judge asserts that the individual is not eligible to vote in accordance with the Board's administrative policies, procedures, and guidelines; or

(D) The individual votes during a period covered by a court order or other order extending the time for closing the Rockville vote center. A provisional ballot cast under this paragraph shall be separated and held apart from other provisional ballots cast by those not affected by the order.

(b) Application for provisional ballot. Before an individual casts a provisional ballot, the individual shall complete and sign the provisional ballot application prescribed by the Board:

(c) Instructions and special envelopes for provisional ballots.

(1) A provisional ballot shall be accompanied by instructions, prescribed by the Board, for marking and returning the ballot.

(2) When voted, a provisional ballot shall be enclosed in an envelope designated "provisional ballot/return envelope".

(d) Recordkeeping. The Board shall maintain a full record of provisional ballot voting in the City, including for each voter who votes using a provisional ballot.

(e) Guidelines for provisional voting.

(1) The Board shall establish guidelines for the administration of provisional ballot voting in the City.

(2) The guidelines shall provide for:

(A) the provisional ballot application process;

(B) ballot security, including storage of returned ballots;

(C) the canvass process;

(D) notice of the canvass to candidates, campaign organizations, news media, and the general public;

(E) observers of the process;

(F) review of ballots and envelopes submitted for compliance with the law and for machine tabulation acceptability;

(G) standards for disallowance of ballots during the canvass;

(H) storage and retention of ballots following canvass and certification.

Sec. 8-65. Canvassing of ballots.

The Board shall promulgate all administrative policies, procedures, forms and templates necessary for its supervision and administration:

(1) the canvassing of vote-by-mail ballots;

(2) the canvassing of provisional ballots;

(3) the public observation of the canvassing of ballots; and

(4) the custody and security of documents and records related to the canvassing of ballots.

Sec. 8-66. Election results.

(a) Unofficial election results. Immediately following the closing of the Rockville vote centers for a Rockville municipal election, in accordance with the administrative policies and procedures promulgated by the Board, the Board shall:

(1) administer and supervise canvassing of the vote-by-mail ballots;

(2) administer and supervise the tabulation of the vote-by-mail ballots;

(3) verify the accuracy of the vote-by-mail ballot tabulation; and

(4) determine and announce the unofficial results of the Rockville municipal election.

(b) Preliminary official election results. By no later than 6 p.m. on the Thursday following a Rockville municipal election, in accordance with the administrative policies and procedures promulgated by the Board, the Board shall:

(1) administer and supervise canvassing of the vote-by-mail ballots received by the City Clerk/Director of Council Operations;

(2) administer and supervise final canvassing of the provisional ballots;

(3) administer and supervise the tabulation of the provisional ballots and the vote-by-mail ballots received by the City Clerk/Director of Council Operations in accordance with §8-59(b)(1)(D) of this Chapter;

(4) verify the accuracy of the provisional ballot tabulation and the vote-by-mail tabulation;

(5) determine and announce the preliminary official results of the Rockville municipal election.

(c) Challenges to the election results.

(1) A candidate for mayor or councilmember may challenge the preliminary official election results if such results show that the candidate has lost an election by a margin of one-half (½) percent or less. The challenge must be made in writing to the Board within forty-eight (48) hours of the initial announcement of the preliminary official election results.

(2) If a candidate challenges preliminary official election results in accordance with subsection (c)(1), above, the Board must conduct a recount of the ballots in accordance with the administrative policies and procedures promulgated by the Board.

(3) The Board must announce the results of any recount conducted under this subsection (c) within five (5) days of receipt of a challenge.

(d) Tie votes.

(1) If, at the conclusion of a Rockville municipal election:

(A) two or more candidates with the highest number of votes for the office of Mayor have an equal number of votes, or

(B) two or more candidates with the sixth highest number of votes for Council have an equal number of votes;

then the Board shall proceed publicly to determine by lot which of the candidates shall be declared elected.

(2) Reasonable notice shall be given to such candidates of the time when such elections shall be so determined; and if they, or either of them, shall fail to appear in accordance with such notice, the Board shall proceed so as to determine the election in their absence.

(e) Final official election results. Within seven (7) calendar days after a Rockville municipal election, the Board must resolve all challenges and certify the final official election results for the election. After receiving the certified results, the City Clerk must record the results in the minutes of the Mayor and Council, post the results at City Hall, and cause the results to be announced on the City cable television channel and the City's website.

(f) Publication of election results by the State.

(1) In accordance with State law, within 30 days after the results of a Rockville municipal election has been certified by the Board, the City Clerk/Director of Council Operations shall submit to the State Board an electronic copy of the certified election results or each office or question voted on at the Rockville municipal election, including:

(A) vote totals for each office or question reported separately by each of the following voting methods, if applicable:

- (i) mail-in-voting or vote-by-mail;
- (ii) provisional voting; and
- (iii) in-person election day voting.

(2) In accordance with State law, the State Board shall, immediately after the City Clerk/Director of Council Operations submits the City's election results, publish the election results on the State Board's website.

Sec. 8-67. Preservation of ballots.

All ballots, ballot envelopes, official voting tallies, and certifications for a Rockville municipal election shall be preserved by the Board for at least six months from the date of the election in accordance with the administrative policies and procedures promulgated by the Board

[Sec. 8-68. Rank choice voting.

Beginning in the year 2031, elections for councilmembers and the mayor shall be conducted using a ranked voting method in accordance with the administrative policies and procedures promulgated by the Board.]

Secs 8-69—8-75. Reserved

ARTICLE VII. – CAMPAIGNS

Sec. 8-76. Purpose.

The purpose of this Article VII is to inspire public confidence and trust in Rockville municipal elections by ensuring that campaign activities, including the disclosure of campaign contributions and expenditures are made available for public inspection.

Sec. 8-77. Applicability.

The provisions of this Article VII apply to all Rockville municipal elections held in accordance with this Chapter.

Sec. 8-78. Summary of Article VII and sample forms.

(a)(1) The Board shall prepare a detailed summary of this Article and provide for distribution of the summary.

(2) When a Rockville nominating petition is filed, the City Clerk/Director of Council Operations shall, on behalf of the Board, provide the candidate with:

(A) a copy of the Board's detailed summary of this Article VII;

(B) a copy of this Article VII; and

(C) a copy of each form the candidate is required to file under this Article VII.

DIVISION 1. – CAMPAIGN FINANCE ORGANIZATION AND ACTIVITY

Sec. 8-79. Campaign finance entity required to conduct campaign finance activities.

(a) Unless otherwise expressly authorized by law, all campaign finance activity for a Rockville municipal election under this Chapter shall be conducted through a campaign finance entity.

(b) An individual may not become a candidate and have their name placed on a ballot for a Rockville elected office until the individual establishes an authorized candidate campaign committee.

Sec. 8-80. Campaign committee - establish

(a) A campaign committee may not receive or disburse money or any other thing of value unless the campaign committee is established in accordance with the requirements of this section.

(b) To establish a campaign committee:

(1) A treasurer and a chairperson shall be appointed on a form that the Board prescribes and that is signed by the treasurer and a chairperson and includes:

(A) the name of the campaign committee;

(B) the residence addresses of the treasurer and a chairperson;

(C) if the treasurer and a chairperson affirmatively consent to receiving notice under this Chapter only by electronic mail, the electronic mail address of the treasurer and a chairperson; and

(D) a statement of purpose which shall specify each candidate or ballot question, if any, that the campaign committee was formed to promote or defeat.

(2) The form shall be filed with the City Clerk/Director of Council Operations, on behalf of the Board.

(c) A campaign committee may not use a name that is intended or operates to deceive people as to the campaign committee's true nature or character. A campaign committee

established by or for a single candidate shall disclose within the campaign committee's name the name of the candidate.

(d) A change in the information reported under this section shall be disclosed in the campaign finance report next filed by the campaign committee.

Sec. 8-81. Campaign committee – treasurer and chairperson

(a) Qualifications and eligibility.

(1) Each treasurer shall be a registered voter of Montgomery County;

(2) Each chairperson shall be a registered voter of Montgomery County, and either a resident of the City or have a business address in the City.

(2) A candidate may not act as the treasurer of a campaign committee.

(b) Joint and several liability. Each treasurer and chairperson of a campaign committee are jointly and severally responsible for:

(1) filing all campaign finance reports in full and accurate detail; and

(2) except as otherwise provided in this Chapter, all other actions of the campaign committee.

(c) Control of contributions and expenditures by treasurer.

(1) All assets received by or on behalf of a campaign committee shall be:

(A) delivered to the treasurer; and

(B) maintained by the treasurer for the purposes of the campaign committee.

(2)(A) Assets of a campaign committee may be disbursed only:

(i) if they have passed through the hands of the treasurer; and

(ii) in accordance with the purposes of the campaign committee.

(B) Subject to §8-82(c) below and except as provided in paragraph (C) of this subsection, the treasurer shall approve all disbursements for the campaign committee.

(C)(i) If the treasurer of a campaign committee is temporarily unable to perform the duties of the office, the chairperson of the campaign committee may approve a disbursement on behalf of the campaign committee in the same manner as the treasurer.

(ii) If the chairperson approves a disbursement under this subsection, within 7 days after approving the disbursement, the chairperson shall submit a report to the treasurer for the account book of the campaign committee, including:

- chairperson;
1. a statement of the expenditure approved under the authority of the
 2. the name and address of the person to whom the expenditure was made;
 3. the purpose for which the expenditure was made; and
 4. a copy of the receipt for the expenditure that was made.

(iii) A chairperson who is a candidate may not approve a disbursement for a campaign committee.

(d) Notice. Notice shall be provided to a campaign committee by serving the treasurer and chairperson.

(e) Address change. The chairperson or treasurer of a campaign committee shall notify the Board of a change in the residence address or electronic mail address of the chairperson or treasurer, as applicable, no later than 21 days before the day on which the campaign committee's next campaign finance report is due under Division 3 of this Article.

(f) Resignation and vacancy.

(1) A chairperson or treasurer of a campaign committee may resign by completing a resignation form that the Board prescribes and filing the form with the City Clerk/Director of Council Operations, on behalf of the Board.

(2) If a vacancy occurs in the office of chairperson or the office of treasurer, the campaign committee shall promptly appoint a new chairperson or treasurer in accordance with this Article.

(3) A campaign committee may not receive or disburse money or any other thing of value if there is a vacancy in the office of chairperson or the office of treasurer.

Sec. 8-82. Campaign account.

(a)(1) Each campaign committee shall establish and designate one or more campaign accounts in a financial institution.

(2) Each designated campaign account must be registered in a manner that identifies it as the account of a campaign committee.

(3) A campaign committee shall deposit all funds received in a designated campaign account.

(b) Subject to subsection (c) of this Section, a campaign committee may not directly or indirectly make a disbursement except from a campaign account designated under subsection (a) of this Section.

(c) Petty cash fund.

- (1) A campaign committee may maintain a petty cash fund.
- (2) The campaign committee shall maintain a separate account book for the petty cash fund.
- (3) The petty cash fund:
 - (A) may not exceed \$250 at any time; and
 - (B) may be replenished only by check from a campaign account designated under subsection (a) of this section.
- (4) Not more than \$25 may be disbursed from the petty cash fund to a single recipient.
- (5) Each petty cash expenditure shall be supported by a receipt and reported by category on the appropriate campaign finance report.
- (6) This subsection does not authorize an expenditure that otherwise is unlawful under this article.
 - (d) A campaign committee may make a disbursement only by check, debit card, or an electronic method that the Board authorizes by administrative policy or procedure.
 - (e) Each expenditure made from a campaign account shall be supported by a receipt.
 - (f) Within 30 days after filing a campaign finance report with the City Clerk/Director of Council Operations, on behalf of the Board, the treasurer of an authorized candidate campaign committee shall provide both the candidate and the chairperson with a copy of the most recent bank statement for the campaign account.

Sec. 8-83. Account books and records.

- (a)(1) The treasurer of a campaign committee shall keep a detailed and accurate account book of all assets received, expenditures made, and obligations incurred by or on behalf of the entity.
 - (2) As to each asset received or expenditure made, the account book shall state:
 - (A) its amount or value;
 - (B) the date of the receipt or expenditure;
 - (C) the name and address of the person from whom the asset was received or to whom the expenditure was made; and
 - (D) a description of the asset received or the purpose for which the expenditure was made, including the check number. Electronic payments must be able to be verified by the date, payee, and the amount of the transaction.

(b) The account books and related records of a campaign committee shall be preserved until 2 years after the campaign committee files a final campaign finance report under Division 3 of this Article.

Sec. 8-84. Joining a slate.

(a)(1) To join a slate, a candidate shall file a written notice with the Board.

(2) The notice shall specify:

(A) the name of the slate that the candidate has joined; and

(B) the date on which the candidate joined the slate.

(b) A candidate may join a slate or continue as a member of a slate only if:

(1) the candidate has filed a Rockville nominating petition; or

(2)(A) the candidate is an incumbent officeholder; and

(B) the deadline for filing a Rockville nominating petition for the office the candidate holds has not passed.

Sec. 8-85. Requirements for out-of-state campaign committees.

(a) In this section, “out-of-state campaign committee” means a nonfederal campaign committee organized under the law of another state.

(b)(1) An out-of-state campaign committee shall register with the Board on a form that the Board prescribes within 48 hours after directly or indirectly making transfers in a cumulative amount of \$ [REDACTED] or more in an election cycle to one or more campaign finance entities organized under §8-80 of this Division.

(2) The registration form the Board prescribes shall require an out-of-state campaign committee to designate the election year in which the committee is participating.

(c) After registering with the Board, an out-of-state campaign committee shall file reports with the Board for the election year in which the committee is participating on or before each date that a campaign committee of a candidate is required to file a campaign finance report under Division 3 of this Article.

(d) The reports under subsection (c) of this section shall:

(1) disclose all expenditures made in the City by the out-of-state campaign committee:

(A) from the beginning of the election cycle in the case of the first report filed by the out-of-state campaign committee; or

(B) during the applicable reporting period under Division 3 of this Article for each

subsequent report filed by the out-of-state campaign committee;

(2) describe how to access the campaign finance reports filed by the out-of-state campaign committee in the state where the committee is registered and files the reports; and

(3) be filed in the manner and subject to the sanctions provided in this Chapter.

DIVISION 2. – CAMPAIGN CONTRIBUTIONS AND EXPENDITURES.

Sec. 8-86. Contribution requirements.

Except as otherwise provided by law, contributions to campaign committees may be made only in accordance with this Division 2 of this Article.

Sec. 8-87. Contribution limits.

(a) A person may not, either directly or indirectly, in an election cycle make aggregate contributions of money or anything of value in excess of:

(1) \$1,000 to any one campaign finance entity; or

(2) \$ to all campaign finance entities.

(b)(1) In this subsection, “business entity” includes a corporation, a sole proprietorship, a general partnership, a limited partnership, a limited liability company, a real estate investment trust, or other entity.

(2) Contributions by two or more business entities shall be considered as being made by one contributor if:

(A) one business entity is a wholly owned subsidiary of another; or

(B) the business entities are owned or controlled by at least 51% of the same individuals or business entities.

(c)(1) The Board will recommend annual increases in the campaign contribution limits set forth in subsection (a) of this Section based on an increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Washington-Arlington-Alexandria Core Based Statistical Area as published by the United States Department of Labor, Bureau of Labor Statistics or any successor index, for the preceding calendar year.

(2) When the campaign contribution limit is increased after such a recommendation pursuant to this subsection, the contribution limit shall be rounded to the nearest increment of twenty-five dollars (\$25.00).

(d) No candidate shall accept any contribution in excess of twenty-five dollars (\$25.00) in cash unless the contribution is made by check, money order, or other written or electronic instruments.

(e) The limits on contributions in this section do not apply to those contributions defined as transfers.

Sec. 8-88. Use of personal funds by candidate or candidate's spouse.

(a)(1) Contributions or loans to an authorized candidate campaign committee from the personal funds of the candidate or the candidate's spouse are not subject to the campaign contribution limits under §8-87 of this Division.

(2) Expenditures from personal funds by the candidate or the candidate's spouse for personal expenses of the candidate for filing fees, telecommunication services, travel, and food are not contributions.

(b) A contribution or loan to an authorized candidate campaign committee by the candidate or the candidate's spouse shall pass through the hands of the treasurer of the entity and be reported in accordance with Division 3 of this Article.

Sec. 8-89. Loans to campaign committees.

(a) A loan to a campaign committee is considered a contribution in the amount of the outstanding principal balance of the loan unless:

(1) the loan is from a financial institution;

(2) the loan is to an authorized candidate campaign committee and repayment of the loan is personally guaranteed by the candidate; or

(3) the loan is to a slate and repayment of the loan is personally guaranteed by all member candidates of the slate.

(b)(1) A loan may not be made to an authorized candidate campaign committee or a slate, or accepted on behalf of either entity, without the express written consent of the candidate or candidate members of the slate.

(2) The written consent of the candidate or candidate members of the slate constitutes the personal guarantee of the candidate or candidate members of the slate for repayment of the loan only if the document expressly so provides.

(3) A copy of the candidate's written consent shall be:

(A) furnished to the lender when the loan is made; and

(B) attached to the campaign finance report required of the entity under Division 3 of this Article for the reporting period during which the loan was made.

Sec. 8-90. Receipt of anonymous contributions.

If a campaign committee receives a contribution from an anonymous source, the campaign committee:

(A) may not use the contribution for any purpose; and

(B) shall remit the contribution to the City to help defray the expenses for Rockville municipal elections.

Sec. 8-91. Method of money contribution.

(a) A contribution of money may be made only by:

- (1) check;
- (2) credit card;
- (3) cash, if the contribution does not exceed \$100 in an election cycle; or

(4) an electronic method that the Board authorizes by administrative policy and procedure.

(b) An electronic method of making a contribution that the Board authorizes under this Section shall ensure that:

- (1) the identity of the person making the contribution may be verified;
- (2) the transaction is secure; and
- (3) there is an adequate record of the transaction.

Sec. 8-92. Campaign contribution receipts.

(a)(1) By the next deadline for filing a campaign finance report after receiving a contribution specified in paragraph (2) of this subsection, a treasurer shall issue a campaign contribution receipt on a form that the Board prescribes.

(2) A campaign contribution receipt shall be mailed or delivered to each person who makes one or more contributions in the cumulative amount of **\$51** or more.

(3) At the request of a contributor, a treasurer shall issue a campaign contribution receipt for any other contribution.

(4) A campaign contribution receipt issued under this Section is evidence of the contribution.

(b) The treasurer shall retain a duplicate copy of all campaign contribution receipts and report the information from a campaign contribution receipt in the campaign finance report filed by the treasurer under this Article.

Sec. 8-93. Right of individual to volunteer.

This Division 2 of this Article VII does not affect the right of an individual to volunteer

the individual's time or, for transportation incident to an election, personal vehicle.

Sec. 8-94. City funded entities.

An entity that at any time during an election cycle derives at least \$50,000 of its operating funds from the City may not make a contribution to any campaign finance entity during that election cycle.

Sec. 8-95. Transfer limits.

(a) In this section, a "campaign committee" includes a nonfederal out-of-state campaign committee.

(b) The limits on transfers set forth in subsection (c) of this section do not apply to a transfer:

(1) by the authorized candidate campaign committee of a member of a slate to a slate of which the candidate is a member; and

(2) by one authorized candidate campaign committee to another authorized candidate campaign committee

(c)(1) Subject to paragraph (2) of this subsection, during an election cycle, a campaign finance entity may not directly or indirectly make transfers in a cumulative amount of more than \$1,000 to any one other campaign finance entity.

(2) During an election cycle, a slate may not make transfers directly or indirectly to the authorized candidate campaign committee of any single member of the slate in a cumulative amount of more than \$.

(d) A transfer is not allowed if it is intended to conceal the source of the funds or the intended recipient.

Sec. 8-96. Transfers by political action committee to candidate.

A political action committee that makes a transfer to the campaign committee of a candidate or to a slate shall:

(1) display its official name, as filed with the Board under this Article, in a prominent place on the face of the check by which the funds are transferred; and

(2) include in a prominent place on the face of the check:

(A) the words "political action committee" or the notation "PAC", to indicate that the transferor is a political action committee; or

(B) if the political action committee is organized under Maryland law, the words "Maryland registered political action committee" or the notation "MD registered PAC" to indicate that the transferor is a Maryland political action committee.

Sec. 8-97. Coordinated expenditures

(a)(1) In this section the following words have the meanings indicated.

(2)(A) “Candidate” has the meaning stated in Section 8-4(m) of this Chapter.

(B) For purposes of this section, “candidate” includes a candidate, an authorized candidate campaign committee, a slate, and agents of a candidate, an authorized candidate campaign committee, or a slate.

(3) “Communication” includes social media interactions with a candidate.

(4)(A) “Coordinated expenditure” means a disbursement or an action to cause a disbursement that:

(i) promotes the success or defeat of a candidate or ballot question at a Rockville municipal election; and

(ii) is made in cooperation, consultation, understanding, agreement, or concert with, or at the request or suggestion of, the candidate or ballot committee that is the beneficiary of the disbursement.

(B) “Coordinated expenditure” includes a disbursement for any communication that republishes or disseminates, in whole or in part, a video, a photograph, audio footage, a written graphic, or any other form of campaign material prepared by the candidate or ballot committee that is the beneficiary of the disbursement.

(C) “Coordinated expenditure” does not include a disbursement for any communication that is not a public communication.

(5) “Coordinated spender” means a person that makes a disbursement to promote the success or defeat of a candidate or ballot question at a Rockville municipal election and for which one of the following applies:

(A) during the election cycle, the person was directly or indirectly formed or established by or at the request or suggestion of, or with the encouragement of, the candidate or ballot committee that is the beneficiary of the disbursement, including during the time before the individual became a candidate; or

(B) during the election cycle, the person is established, financed, directed, or managed by a member of the immediate family of the candidate who is the beneficiary of the disbursement, or the person or an agent of the person has had substantive discussions about the candidate’s campaign with a member of the immediate family of the candidate who is the beneficiary of the disbursement.

(6) “Disbursement” includes a deposit of money or a gift, a subscription, an advance, or other thing of value.

(7) “Donation” means a gift or transfer, or promise of gift or transfer, of money or other thing of value to a person.

(8) “Immediate family” has the meaning stated in [§ 9004\(e\) of the Internal Revenue Code of 1986](#).

(9)(A) “Person” includes an individual, a partnership, a campaign committee, an association, a corporation, a labor organization, and any other organization or group of persons.

(B) “Person” does not include a campaign committee that exclusively accepts contributions that are subject to the limits under §8-87 of this Division.

(10)(A) “Professional services” means any paid services in support of a political campaign, including advertising, message, strategy, policy, polling, communications development, allocation of campaign resources, fund-raising, and campaign operations.

(B) “Professional services” does not include accounting, legal, print, or mail services.

(11)(A) “Public communication” means a communication by means of any broadcast television or radio communication, cable television communication, satellite television or radio communication, newspaper, magazine, outdoor advertising facility, mass mailing, e-mail blast, text blast, qualifying paid digital communication, or telephone bank to the general public, or any other form of general public political advertising.

(B) “Public communication” does not include:

(i) a news story, a commentary, or an editorial disseminated by a broadcasting station, including a cable television operator, programmer, or producer, satellite television or radio provider, website, newspaper, magazine, or other periodical publication, including any Internet or electronic publication, that is not controlled by a candidate or ballot committee;

(ii) an internal membership communication by a business or other entity to its stockholders or members and executive and administrative personnel and their immediate families, or by a membership entity to its members, executive and administrative personnel and their immediate families; or

(iii) a candidate debate or forum.

(b)(1) A person may not:

(A) make a coordinated expenditure in excess of the limits established under §8-87 of this Division; or

(B) make a donation to a person for the purpose of furthering a coordinated expenditure in excess of the limits under §8-87 of this Division.

(2) A candidate or ballot committee may not, directly or indirectly, be the beneficiary of a coordinated expenditure in excess of the limits under §8-87 of this Division

(c) A person may not be considered to have made a coordinated expenditure solely on the grounds that the person or the person’s agent engaged in discussions or communications with a candidate regarding a position on a legislative or policy matter, provided that there is no communication between the person and the candidate regarding the candidate’s campaign advertising, message, strategy, polling, allocation of campaign resources, fund-raising, or other campaign activities.

(d) A person that makes a disbursement to promote the success or defeat of a candidate or ballot question at a Rockville municipal election is presumed to have made a coordinated expenditure if:

(1) the person is a coordinated spender with respect to the candidate or ballot committee that is the beneficiary of the disbursement;

(2) during the 18-month period preceding the disbursement, the person employs or retains a responsible officer of a campaign committee affiliated with the candidate or ballot committee that is the beneficiary of the disbursement;

(3) during the 18-month period preceding the disbursement, the person employs or retains a strategic political campaign, media, or fund-raising advisor or consultant of the candidate or political party that is the beneficiary of the disbursement; or

(4)(A) during the 18-month period preceding the disbursement, the person has retained the professional services of a vendor, an advisor, or a consultant that, during the election cycle, has provided professional services to the candidate or political party that is the beneficiary of the disbursement; and

(B) the vendor, advisor, or consultant has not established a firewall to restrict the sharing of strategic campaign information between individuals who are employed by or who are agents of the person and the candidate or political party that is the beneficiary of the disbursement.

(e) A person may rebut the presumption under subsection (d) of this section by presenting sufficient contrary evidence and obtaining a declaratory ruling from the Board before making a disbursement to promote the success or defeat of a candidate or political party at an election.

(f) The Board may adopt administrative policies and procedures as necessary to implement this Section.

Sec. 8-98. Independent expenditures by individuals.

Except for a candidate, this Article does not prohibit an individual who acts independently of any other person from:

- (1) expressing personal views on any subject; or
- (2) making an expenditure of personal funds to purchase campaign material.

Sec. 8-99. Prohibited expenditures

(a) Political endorsement. A campaign finance entity, or a person acting on its behalf, may not at any time, directly or indirectly, pay or incur an obligation to pay, and a person may not, directly or indirectly, receive any money or thing of value, for a political endorsement.

(b) Walk-around services.

(1) A campaign finance entity, or a person acting on its behalf, may not at any time, directly or indirectly, pay or incur an obligation to pay, and a person may not, directly or indirectly, receive any money or thing of value, for walk-around services.

(2) In this subsection, “walk-around services” means the following activities performed for money:

- (A) distributing campaign material;
- (B) communicating a voting preference or choice in any manner;

(C) stationing a person, including oneself, or an object in the path of a voter; or

(D) electioneering as described in §8-63 of this chapter.

Sec. 8-100. Presentation of claims for payment.

A person who claims that money is due from a campaign committee shall present a claim for payment to the treasurer not later than 30 days after the election for which the liability was incurred.

Sec. 8-101. Disposal of surplus funds.

(a) After all campaign expenditures have been made and before filing a final campaign finance report under Division 3 of this Article, any remaining balance in the account of a campaign finance entity shall be returned pro rata to the contributors or paid to:

(1) the City to help defray the expenses for Rockville municipal elections.

(2) a nonprofit organization that provides services or funds for the benefit of pupils or teachers; or

(3) a charitable organization registered or exempt from registration under the Maryland Charitable Solicitations Act.

(b) In the case of continuing campaign committees, surplus funds may be carried forward to be used in the next election cycle provided such funds are reported as carry-forward receipts during the next election cycle.

DIVISION 3. – REPORTING REQUIREMENTS.

Sec. 8-102. Campaign finance report requirements.

(a)(1) From the date of its organization until its termination under the provisions of this Chapter, a campaign committee shall file a campaign finance report with the City Clerk/Director of Council Operations, on behalf of the Board, at the times and for the periods required by this Division.

(2) A campaign finance report submitted using an electronic format shall:

(A) be made under oath or affirmation;

(B) require an electronic signature from the treasurer at the time of the filing of the campaign finance report; and

(C) be made subject to the penalties for perjury.

(b) A campaign finance report filed by a campaign committee under subsection (a) of this Section shall include the information required by the Board with respect to all contributions

received and all expenditures made by or on behalf of the campaign committee during the designated reporting period.

(c) A campaign committee shall report the following information on its campaign finance reports for each contribution the committee receives:

(1) the amount of each contribution; and

(2) the name and residential address of each contributor, unless a contributor receives a confidentiality waiver from the Board for a residential address, in which case a suitable alternative address approved by the Board may be used.

(d) A campaign finance report prescribed by this Division for the campaign committee of a candidate is required whether or not:

(1) the candidate files a Rockville nominating petition;

(2) the candidate withdraws or otherwise ceases to be a candidate;

(3) the candidate's name appears on the ballot; or

(4) the candidate is successful in the Rockville municipal election.

Sec. 8-103. Campaign finance reporting periods and deadlines.

(a) Campaign finance reports filed under §8-102 of this Division shall cover the following reporting periods:

(1) *Campaign finance reporting periods for Rockville municipal general elections.*

(A) First campaign finance report.

(i) Subject to subparagraph (ii) below, the first campaign finance report filed by a campaign committee for a Rockville municipal general election shall cover the period from the date the campaign committee was established in accordance with §8-80 of this Article through the next Quarterly CFR Submission Date. The first campaign finance report filed with the Board shall contain all contributions received and expenditures made from the date the campaign committee was established through and including the subsequent Quarterly CFR Submission Date. The deadline for filing the first campaign finance report by a campaign committee shall be 5:00 p.m. on the eighth day of the month following the Quarterly CFR Submission Date.

(ii) The first campaign finance report filed by a continuing campaign committee for a Rockville municipal general election shall cover the period from the date the last campaign finance report was filed by the continuing campaign committee with the Board through January 5 of the year in which the Rockville municipal general election will be conducted. The first campaign finance report filed with the Board shall contain all contributions received and expenditures made from date the last campaign finance report was filed with the Board through January 5 of the year in which the Rockville municipal general election will be conducted. The

deadline for filing the first campaign finance report by a continuing campaign committee shall be 5:00 p.m. on January 8 of the year in which the Rockville municipal general election will be conducted.

(B) Subsequent campaign finance reports.

(i) Following the filing of the first campaign finance report in accordance with subparagraphs (A)(i) or (ii) above, subsequent campaign finance reports filed by campaign committees with the Board shall cover the periods from the sixth day of the month of the previous campaign finance report filing period to the subsequent Quarterly CFR Submission Date. The deadline for filing each subsequent campaign finance report filed under this subparagraph (i) shall be 5:00 p.m. on the eighth day of the month following the Quarterly CFR Submission Date.

(ii) Following submission of the campaign finance report for the period ending October 5 of the year in which the Rockville municipal general election will be conducted, the next campaign finance report filed with the Board shall cover the period from October 6 of the year in which the Rockville municipal general election will be conducted to and including the seventh day preceding the Rockville municipal general election. The deadline for filing this campaign finance report shall be 5:00 p.m. on the fifth day preceding the Rockville municipal general election.

(C) Final campaign finance report.

(i) Before a campaign committee files a final campaign finance report, the entity shall pay all outstanding obligations and dispose of all of its remaining assets in accordance with §8-101 of this Article.

(ii) The final campaign finance report filed by a campaign committee for a Rockville municipal general election shall cover the period from the sixth day preceding the Rockville municipal general election to and including December 31 of the year in which the Rockville municipal general election was conducted. The deadline for filing the final campaign finance report by a campaign committee for a Rockville municipal general election shall be 5:00 p.m. on January 15 of the first year of the new election cycle.

(2) *Campaign finance reporting periods for Rockville municipal special elections.*

(A) First campaign finance report.

(i) Subject to subparagraph (ii) below, the first campaign finance report filed by a campaign committee for a Rockville municipal special election shall cover the period from the date the campaign committee was established in accordance with §8-80 of this Article through and including the 30th day preceding the Rockville municipal special election. The deadline for filing this campaign finance report shall be 5:00 p.m. on the 27th day preceding the Rockville municipal special election.

(ii) The first campaign finance report filed by a continuing campaign committee for a Rockville municipal special election shall cover the period from the date the last campaign finance report was filed by the continuing campaign committee with the Board in accordance with

§8-103(a)(3) below through and including the 30th day preceding the Rockville municipal special election. The deadline for filing this campaign finance report shall be 5:00 p.m. on the 27th day preceding the Rockville municipal special election.

(B) Subsequent campaign finance report.

Following the filing of the first campaign finance report for a Rockville municipal special election in accordance with subparagraphs (A)(i) or (ii) above, a subsequent campaign finance report must be filed by campaign committees with the Board which shall cover the period from the 29th day preceding the Rockville municipal special election to and including seventh day preceding the Rockville municipal special election. The deadline for filing this campaign finance report shall be 5:00 p.m. on the fifth day preceding the Rockville municipal special election.

(C) Final campaign finance report.

(i) Before a campaign committee files a final campaign finance report, the entity shall pay all outstanding obligations and dispose of all of its remaining assets in accordance with §8-101 of this Article.

(ii) The final campaign finance report filed by a campaign committee for a Rockville municipal special election shall cover the period from the sixth day preceding the Rockville municipal general election to and including the 30th day following the date of the Rockville municipal special election. The deadline for filing the final campaign finance report by a campaign committee for a Rockville municipal special election shall be 5:00 p.m. on the 33rd day following the date of the Rockville municipal special election.

(b) Campaign finance reporting periods for continuing campaign committees.

Continuing campaign committees shall be required to file campaign finance reports in accordance with the administrative policies and procedures promulgated by the Board.

Sec. 8-104. Forms for campaign finance reports.

The Board shall prescribe the forms for the campaign finance reports and other documents required by this Article.

Sec. 8-105. Notice to campaign committees of reporting requirements.

(a)(1) In accordance with paragraph (2) of this subsection, the Board shall notify each campaign committee that is required under this Division to file campaign finance reports of each campaign finance report required to be filed by that entity.

(2) The notice shall be provided:

(A) at least 10 but not more than 20 days before the filing date for each campaign finance report; and

(B) by first-class mail, unless the responsible officers of a campaign committee affirmatively consent to receiving the notice only by electronic mail.

(b) The notice required under subsection (a) of this Section shall include:

(1) the filing date;

(2) the telephone number, business hours, and location of the City Clerk / Director of Council Operations; and

(3) the penalty for failure to file a timely campaign finance report.

Sec. 8-106. Failure to file campaign finance report or affidavit.

(a) A campaign committee that fails to file a campaign finance report, an affidavit, or an amended campaign finance report required by this Division is subject to the sanctions provided in Article VIII of this Chapter.

(b) If a campaign committee fails to provide on a campaign finance report required by §8-102 of this Division all of the information required of the campaign committee by the Board under this Division:

(1) the Board shall notify the responsible officers in writing of the particular deficiencies; and

(2) the responsible officers shall file an amended campaign finance report that includes all of the information required within 30 days after service of the notice.

Sec. 8-107. Late filing fees.

(a) In accordance with subsection (b) of this Section, the Board shall assess late filing fees for a failure to file a campaign finance report, an affidavit, or an amended campaign finance report, as specified in §8-106 above.

(b)(1) The Board shall assess the fees in the following amounts for each day or part of a day that a campaign finance report, an affidavit, or an amended campaign finance report is overdue:

(A) \$20 for each of the first 7 days;

(B) \$35 for each of the following 7 days; and

(C) \$50 for each day thereafter.

(2) The maximum fee payable for a campaign finance report, an affidavit, or an amended campaign finance report is \$1,000.

(c)(1) The Board shall accept an overdue campaign finance report, affidavit, or amended campaign finance report that is submitted without payment of the late filing fee, but the campaign

finance report, affidavit, or amended campaign finance report is not considered filed until the fee has been paid.

(2) After an overdue campaign finance report, affidavit, or amended campaign finance report is received under paragraph (1) of this subsection no further late filing fee shall be incurred.

(d)(1) Subject to paragraph (2) of this subsection, a late filing fee shall be paid by the campaign committee.

(2) If the campaign committee has insufficient funds with which to pay a late filing fee in a timely manner, the late filing fee is the joint and several liability of the responsible officers.

Sec. 8-108. Disqualification of individual from candidacy or treasurer position.

(a) An individual may not become a candidate for a Rockville elected office or become a treasurer for a campaign committee if, as to any campaign finance report due under §8-102 of this Division from, or on behalf of, that individual during the preceding five calendar years:

(1) there exists a failure to file as specified in §8-106 of this Division; or

(2) the individual has failed to pay a late filing fee that is due.

Sec. 8-109. Disqualification of individual from assuming elected office.

(a) An individual who, within the meaning of §8-106 of this Division, has failed to file a campaign finance report that is due from, or on behalf of, that individual may not, until the individual corrects the failure to file or pay the penalty:

(1) be deemed to be elected to a Rockville elected office;

(2) take the oath or otherwise assume the duties of a Rockville elected office; or

(3) receive any salary or compensation for a Rockville elected office.

Sec. 8-110. Relief from sanctions for failure to file report.

(a) A sanction may not be imposed for failure to file a campaign finance report or to pay a late filing fee if a court of competent jurisdiction finds just cause for the failure.

(b)(1) On request of a responsible officer subject to the assessment of a late filing fee, the Board may waive the late filing fee for just cause.

(2) The decision of the Board on a waiver request shall be in writing and state the circumstances surrounding the late filing and the reasons for the decision.

Sec. 8-111. Distribution of late fees.

Fees for late filing of campaign finance reports, affidavits, or amended campaign finance reports imposed under §8-107 of this Division shall be distributed to the City to help defray the

expenses for Rockville municipal elections.

Sec. 8-112. Retention of campaign finance reports.

(a)(1) The Board shall receive and preserve all campaign finance reports that are required to be filed with it under this Division.

(2) Subject to paragraph (3) of this subsection, the campaign finance reports received by the Board shall be kept as part of its records for:

(A) a period not to exceed 5 years after the campaign finance report is filed; or

(B) a longer period if required by a court of competent jurisdiction or the Board by regulation.

(3)(A) Notwithstanding paragraph (2) of this subsection, if the campaign finance report is that of a campaign committee of a candidate, the Board shall keep the campaign finance report as a part of its records for at least 1 year after the expiration of the term of the Rockville elected office for which the candidate sought election.

(B) Subparagraph (A) of this paragraph applies whether or not:

(i) the candidate is elected or completes the term of office; and

(ii) the campaign finance report relates to more than one candidate.

(b) Campaign finance reports shall be open for public inspection during the regular office hours of the City Clerk/Director of Council Operations.

DIVISION 4. – CAMPAIGN MATERIALS.

Sec. 8-113. Authority line required in campaign materials.

(a)(1) Except as otherwise provided in this Section, each item of campaign material shall contain, set apart from any other message, an authority line that states:

(A) as to campaign material published, distributed, or disseminated by a campaign finance entity:

(i) the name and address of the treasurer of each campaign finance entity responsible for the campaign material; and

(ii) as to each treasurer named under item (i) of this item, the name of each campaign finance entity for which the treasurer is acting; and

(B) as to campaign material published, distributed, or disseminated by any other person, the name and address of the person responsible for the campaign material.

(2) The authority line may omit an address that is on file with the Board.

(3) If the campaign material is too small to include all the information specified in paragraph (1) of this subsection in a legible manner, the authority line need only contain the information required by administrative policies and procedures adopted by the Board.

(4) The authority line for campaign material that is a commercial advertisement need only contain the information specified in paragraphs (1) and (2) of this subsection for one campaign finance entity or other person responsible for the advertisement.

(b) Campaign material that is published or distributed in support of or in opposition to a candidate, but is not authorized by the candidate, shall include the following statement:

“This message has been authorized and paid for by (name of payor or any organization affiliated with the payor), (name and title of treasurer or president). This message has not been authorized or approved by any candidate.”

Sec. 8-114. Retention of campaign materials.

(a)(1) Subject to paragraph (2) of this subsection, each campaign finance entity that is responsible for, publisher of, and distributor of, an item of campaign material shall keep a sample copy of the item for at least 1 year after the Rockville municipal election next following the date when the item was published or distributed.

(2) For each item of campaign material disseminated through the Internet, the sample copy shall be:

(A) a paper facsimile; or

(B) a copy on an electronic medium that can be produced as a paper facsimile on request.

(b) Subsection (a) of this section does not apply to a billboard or a sign.

Sec. 8-115. Campaign material transmitted through electronic media.

(a) In this section, “electronic media” means any electronic medium, except television or radio, that may be used to transmit campaign material.

(b) The Board shall adopt administrative policies and procedures governing the application of §8-113 and §8-114 of this Division to campaign material transmitted through electronic media.

Sec. 8-116. Reserved.

DIVISION 5. – PUBLIC FINANCING OF ROCKVILLE MUNICIPAL ELECTIONS

Sec. 8-117. Public Financing of Rockville Municipal Elections.

[In accordance with future amendments to the Charter, this Chapter, and the administrative policies and procedures promulgated by the Board, beginning in the year 2031,

the City will provide public financing to candidates running for elected office in for Rockville municipal elections. |

Secs 8-118—8-135. Reserved

ARTICLE VIII. – VIOLATIONS; ADMINISTRATIVE HEARINGS

Sec. 8-136. Misdemeanor.

(a) Misdemeanors generally. Any person who casts a mail-in or provisional ballot in violation of this Chapter is guilty of a misdemeanor, and upon conviction is subject to a fine of up to \$1,000 or imprisonment for up to six months, or both, at the discretion of the court. Penalties under this provision are in addition to any penalties for violation of applicable State law.

(b) Referral for prosecution. If the Board has reason to believe that a person has cast a mail-in or provisional ballot in violation of this Chapter, the Board may refer the matter to the State’s Attorney’s Office.

Sec. 8-137. Administrative violation.

(a) Administrative violations. A person who violates any provision of this Chapter other than those listed in Section 8-136(a) is guilty of an administrative violation.

(b) Notice of Violation.

(1) If the Board has reason to believe that a person has violated any provision of this Chapter other than those listed in Section 8-136(a), the Board must issue the person a notice of violation in accordance with this Section.

(2) A notice of violation issued under Section 8-137(b)(1) must include the following information:

(A) The nature of the violation;

(B) The specific relief sought, including cessation or remediation of the violation and payment of administrative fines pursuant to Section 8-137(c);

(C) An order that the responsible person must provide the relief sought, including payment of any fines, within 30 days of the notice of violation or by such other date as established by the Board; and

(D) The manner in which the responsible person may request an administrative hearing to contest the notice of violation pursuant to Section 8-138.

(3) Upon a showing of good cause, the Board may amend a notice of violation to, among other things, grant additional time in which to abate the violation or otherwise provide the relief sought.

(c) Fines. Subject to Mayor and Council approval, the Board shall, by resolution, adopt a schedule of administrative fines for violations of various provisions of this Chapter. No fine may exceed \$5,000.00 per violation.

Sec. 8-138. Administrative hearing.

(a) Request for hearing.

(1) Any person subject to a notice of violation issued under Section 8-137 may request an administrative hearing to contest the alleged violation.

(2) A request for an administrative hearing on a notice of violation must be made within 30 days of the date printed on the notice of violation.

(3) A request for an administrative hearing must be made to the City Clerk/Director of Council Operations, who must promptly refer any request for an administrative hearing under this Section to the Board and to the City Attorney.

(4) A timely-filed request for an administrative hearing shall toll the order of the Board until the final decision of the Board pursuant to Section 8-138(e).

(b) Hearing officer.

(1) Upon receipt of a valid request for an administrative hearing under this Section, the City Attorney must arrange for an independent hearing officer to hold an administrative hearing on the alleged violation as soon as practicable.

(2) The hearing officer must not be an employee of the City and must have sufficient training and knowledge to be qualified to hear testimony, weigh evidence, and afford due process to all parties in an impartial and unbiased manner.

(c) Notice of hearing.

(1) The City Clerk/Director of Council Operations must issue an administrative notice of a pending administrative hearing at least 30 days before the hearing to the Board, the City Attorney, and the person requesting the hearing.

(2) The City Clerk must issue the administrative notice to the person requesting the hearing by certified mail.

(3) The notice of hearing must contain a statement advising the recipient of the date, time, and location of the hearing.

(d) Hearing and report.

(1) The hearing officer shall conduct a full, fair, and impartial hearing on the alleged violation pursuant to rules of procedure adopted by the City Attorney.

(2) Following the hearing, the hearing officer must submit a report and recommendation to the Board on the alleged violation no later than 30 days after the hearing record closes.

(3) The hearing officer may extend the time to file the report by notifying all parties.

(e) Final decision and order.

(1) After consulting the hearing officer's report and recommendation, the Board must render a final decision and order on the violation. The Board's decision and order is the final agency action for all purposes.

(2) The Board's final decision and order must be in writing and mailed by certified mail to the responsible party and any other parties of record.

(f) Appeal.

(1) After receiving the Board's final decision and order, an aggrieved person may seek judicial review of the decision and order in the Circuit Court under the applicable Maryland Rules of Procedure governing judicial review of administrative decisions.

(2) A timely-filed petition for judicial review shall toll the final decision and order of the Board until the matter is fully adjudicated.

Sec. 8-139. Municipal infraction. The following persons are guilty of a municipal infraction pursuant to Section 1-9 of the City Code:

(a) Any person who fails to comply with an order in a notice of violation pursuant to Section 8137(b) and fails to timely request an administrative hearing pursuant to Section 8-138(a);

(b) Any person who fails to comply with a final decision and order issued under Section 8-138(e) and fails to timely seek judicial review of the decision and order pursuant to Section 8138(f).

Sec. 8-140. Ineligibility from holding office.

Any person who is convicted of a misdemeanor under Section 8-136 shall automatically be ineligible for any elected or appointed public office in the City for a period of eight years from and after the time of the commission of the offense.

* * * * *

I hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the Mayor and Council at its meeting of _____, 2026.

Sara Taylor-Ferrell,
City Clerk/Director of Council Operations



MAYOR AND COUNCIL Meeting Date: May 11, 2026
Agenda Item Type: MOCK AGENDAS
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: SARA TAYLOR-FERRELL

Subject

Mock Agenda

Recommendation

Staff recommend the Mayor and Council review and provide comments.

Attachments

May 18, 2026 (Mock)



MAYOR AND COUNCIL

Meeting No.
Monday, May 18, 2026 - 6:30 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/services/request-a-reasonable-accommodation/>

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/services/participate-in-a-community-forum/>

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 or <https://www.rockvillemd.gov/services/participate-in-a-community-forum/> 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 or <https://www.rockvillemd.gov/services/participate-in-a-public-hearing/> 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, June 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 - NONE**
7. **Community Forum - 6:45 PM**
8. **Special Presentations - 7:05 PM**

A. Montgomery County Department of Transportation BRT Update

9. Consent Agenda - 7:25 PM

- A. Approve the recommendation from the Recreation and Parks Advisory Board to approve the Proposal from the Maryland State Society of the Daughters of the American Revolution (MSSDAR) to plant a Liberty Tree scion at Glenview Mansion in recognition of America's 250th Semi quincennial.
- B. FY26 Grant Agreement for Rockville Volunteer Fire Department Emergency Vehicle Contribution
- C. Approval of Minutes

10. Public Hearing - NONE**11. Action Items - 7:30 PM**

- A. Introduction and Adoption of Chapter 18 Code Update (Rental Facilities and Landlord-Tenant Relations)

12. Worksession - 8:00 PM

- A. Worksession - JEDI Strategic Plan Update
- B. Worksession #4 on Zoning Text Amendment Application TXT2026-00271, for the Zoning Ordinance Rewrite and Map Amendment Application MAP2026-00126, for the Comprehensive Map Amendment; Mayor and Council of Rockville, Applicants - Articles 9-13: Nonconformities, Signs, Historic Preservation, and Plats and Subdivision

13. Mock Agenda - 10:30 PM**14. Old / New Business - 10:35 PM****15. Adjournment - 10:45 PM**