



MAYOR AND COUNCIL

Meeting No. 31-25
Monday, December 15, 2025 - 6:30 PM

AGENDA

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

Ways to Participate

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

The next scheduled Drop-In Session will be held by phone or in-person on Monday, January 12 from 5:15 pm - 6:15 pm with Mayor Ashton and Councilmember Valeri. Please sign up by 10 am on the meeting day using the form at:

<https://www.rockvillemd.gov/formcenter/city-clerk-11/sign-up-for-dropin-meetings-227>

1. **Convene - 6:30 PM**
2. **Pledge of Allegiance**
3. **Proclamation and Recognition - NONE**
4. **Agenda Review - 6:35 PM**
5. **City Manager's Report - 6:40 PM**
6. **Boards and Commissions Appointments and Reappointments - 6:45 PM**
 - A. Board and Commission Appointment and Reappointment
7. **Community Forum - 6:50 PM**
8. **Special Presentations - NONE**

9. Consent Agenda - 7:10 PM

- A.** Authorize the City Manager to Execute a Grant Agreement with the Maryland Heritage Areas Authority for the FY 2026 Non-Capital Grant Agreement of the Maryland Heritage Areas Authority Grant Program for \$15,850 to Support Phase II of an Investigation of Below-grade Resources at the Avery Road Colored Cemetery and Benjamin Franklin Smith Homestead.
- B.** Award and Authorize the City Manager to Execute a Contract Responsive to Invitation for Bids (IFB) #25-25, Croydon Creek & Calvin Park Tributary Stream Restoration Project, to Kinsley Construction, LLC, of York, PA in the amount not to exceed \$4,640,979.75
- C.** Approval of Minutes

10. Public Hearing - NONE**11. Action Items - 7:15 PM**

- A.** Approval of a Resolution to Designate the Rockville Metro Station and the Surrounding Area as a Maryland Transit-Oriented Development (TOD) Site.
- B.** Adoption of a resolution supporting the City's inclusion as a project partner in MTA's Federal Railroad Administration FY 24-25 Federal-State Partnership for Intercity Passenger Rail Program Grant application and authorization for the City Manager to sign a letter of support to be included in the MTA's FRA grant application
- C.** Introduction of an Ordinance to Amend Chapter 5 of the Rockville City Code Entitled "Buildings and Building Regulations," Article XIV (Green Building Code Regulations)
- D.** Adoption of an Ordinance to Amend Chapter 9 of the Rockville City Code Entitled "Fire Code" by Adopting with Certain Additions, Deletions, and Amendments the 2024 Editions of the Fire Code (NFPA 1) and the Life Safety Code (NFPA 101), and All Associated NFPA Codes or Standards Incorporated by Reference and the Latest Editions of Certain Other NFPA Codes Not Incorporated by Reference into NFPA 1 or NFPA 101 and By Making Other Minor Technical Changes.

12. Worksession - NONE**13. Mock Agenda - 8:40 PM**

- A.** Mock Agenda

14. Old / New Business - 8:45 PM**15. Adjournment - 9:00 PM**



MAYOR AND COUNCIL Meeting Date: December 15, 2025
Agenda Item Type: APPOINTMENTS & REAPPOINTMENTS
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: VERONICA MITCHELL

Subject

Board and Commission Appointment and Reappointment

Recommendation

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

Planning Commission

Jeffrey Zyontz- new appointment to serve in an expiring five-year term until January 1, 2030.

Meng Sun- reappointment to serve a new five-year term until February 1, 2031.

Attachments



MAYOR AND COUNCIL Meeting Date: December 15, 2025

Agenda Item Type: CONSENT

Department: CPDS - COMPREHENSIVE PLANNING

Responsible Staff: MEGAN FLICK

Subject

Authorize the City Manager to Execute a Grant Agreement with the Maryland Heritage Areas Authority for the FY 2026 Non-Capital Grant Agreement of the Maryland Heritage Areas Authority Grant Program for \$15,850 to Support Phase II of an Investigation of Below-grade Resources at the Avery Road Colored Cemetery and Benjamin Franklin Smith Homestead.

Department

CPDS - Comprehensive Planning

Recommendation

Staff recommends the Mayor and Council authorize the City Manager to execute the Maryland Heritage Areas Authority Grant Program FY 2026 Non-Capital Grant Agreement (Attachment 1) between the City of Rockville and the Maryland Heritage Areas Authority to fund Phase II of an investigation of below-grade resources at the Avery Road Colored Cemetery and Benjamin Franklin Smith Homestead.

Discussion

In February 2025, the historic preservation staff of the Department of Community Planning & Development Services applied for a grant through the Maryland Heritage Areas Authority (MHAA). MHAA is a state organization that operates 13 certified heritage areas throughout Maryland. Rockville is located within the Heritage Montgomery heritage area. The mission of Heritage Montgomery is to “promote local history, culture, and natural areas and fostering stewardship and connection to our heritage.”

In July 2025, staff was notified that the city has been awarded \$15,850 from MHAA to continue to document below-grade resources at the Avery Road Colored Cemetery and Benjamin Franklin Homestead sites. This project will use non-destructive Ground Penetrating Radar (GPR) and magnetometer technology to assess the targeted area that is located within the footprint of today’s Croydon Creek Nature Center and John G. Hayes Forest Preserve, which are owned by the City of Rockville.

The Croydon Creek Nature Center and adjoining forest preserve were once part of the 500-acre Glen View Plantation, circa 1840. This plantation was owned by Judge and politician Richard Bowie and his wife Catherine. The Bowies used the labor of enslaved Black people, including Benjamin Franklin Smith, for the operation of their plantation. Up to 31 slaves were owned by

the Judge and used for the clearing of forested areas, farming, and in the upkeep and operations of their family home. In 1884, and per Judge Bowie's will, Catherine Bowie deeded lands to Benjamin Franklin Smith. On these lands, Smith developed a homestead and an adjacent family burial plot. It is noted in various histories that up to eight individuals were buried in the family plot including Benjamin's first wife, Jane, his son, Maurice, several infants from his second marriage, as well as Benjamin himself.

The homestead and cemetery have previously been addressed in various histories developed by the City of Rockville, Peerless Rockville, and Smith family members, as well as by Montgomery County Planning's Historic Preservation Office, and Montgomery Preservation as part of the inventory of area cemeteries. Throughout this process to document these connections, the location of the homestead is known due to extant materials such as at-grade stairs, a partial exposed foundation, and nearby architectural remnants such as concrete perimeter sill. The likely cemetery location has been identified by Phase I of the GPR survey, also funded by this grant program in FY2024. Phase II will consist of an additional survey of an expanded area to confirm and finalize the cemetery boundaries.

In total, the grant will fund four major tasks:

- 1) Pre-project meeting and site visit to determine the extent of the geophysical survey and identify, delineate and mark fieldstone and grave markers for preservation during clearing;
- 2) The clearing of any existing ground brush and large fallen trees that will require removal to prepare for survey;
- 3) Conducting GPR fieldwork of the cemetery;
- 4) Analyzing GPR findings and creating a detailed technical report.

Survey findings will assist with overall site interpretation of the homestead and cemetery sites, aid in providing exact location and number of family burial plots and assure that future improvements such as the installation of additional trail connections, signage, and markers will not negatively impact identified below-grade resources that are found as part of this effort. The interpretation of the site and its associated activities will be in an additional future phase(s) of this project.

Mayor and Council History

This is the first occurrence that the Maryland Heritage Areas Authority Grant Program's FY2026 Non-Capital Grant Agreement has been brought before Mayor and Council for consideration.

Procurement

Completion of this work will require an archeological consultant to perform the technical ground penetrating radar and magnetometer work. CPDS staff will work with procurement staff to identify a qualified consultant once the grant agreement has been executed.

Fiscal Impact

Grant contingency will be used to provide additional expenditure authority for the grant. The grant requires a 1:1 match; the entirety of the City's match will be provided through in-kind staff time. There are no anticipated out of pocket costs associated with this grant.

Next Steps

Once authorized by the Mayor and Council, staff will coordinate with the Maryland Heritage Areas Authority, the City Manager and City Attorney to execute the grant agreement in a form substantially similar to the attached agreement and approved by the Office of the City Attorney. Staff anticipate work on this project will begin in spring 2026.

Attachments

Attachment 1- MHAA Grant Agreement

MARYLAND HERITAGE AREAS AUTHORITY GRANT PROGRAM

FY 2026 NON-CAPITAL GRANT AGREEMENT

This Grant Agreement (“**Agreement**”) is entered into by and between the Maryland Heritage Areas Authority (“**MHAA**”), an instrumentality of the State of Maryland (“**State**”) operating in the Maryland Department of Planning (“**MDP**”), and Mayor and Council of Rockville, a local government, a political subdivision or body politic and corporate formed under the laws of the State of Maryland, with its principal office located at 111 Maryland Avenue Rockville, MD 20850 (“**Grantee**”). The Agreement is effective as of the date it is executed by MHAA.

RECITALS

- A. MHAA is authorized under § 13-1113 of the Financial Institutions Article of the Annotated Code of Maryland, as amended (“**Act**”), and the regulations set forth in the Title 14, Subtitle 29, Chapter 02 of the Code of Maryland Regulations (“**Regulations**”), to make grants to local jurisdictions or other eligible entities to develop management plans for certified heritage areas and for the planning, design, acquisition, development, preservation, restoration, interpretation, marketing, management, or programming of certified heritage areas and their partners, as further described in the FY 2026 MHAA Grants Manual (“**Manual**”) and the applicable FY 2026 MHAA Grant Guidelines (“**Guidelines**”), as may be amended from time to time, which are posted online at <https://mht.maryland.gov/Pages/MHAA/heritage-areas-resources.aspx>
- B. Grantee has applied to MHAA for a grant for the project described herein (“**Grant Application**”); and
- C. In reliance upon the information contained in the Grant Application, MHAA has determined that the proposed project is consistent with the provisions of the Act, the Regulations, and the Manual and Guidelines, and has approved an award of grant funds for the project on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHAA and Grantee agree as follows:

1. **Grant and Project Terms.**

MHAA has agreed to provide Grantee with funds in an amount not to exceed \$15,850.00 (“**Grant**”) to assist Grantee in carrying out the following work:

The Project involves investigating the Avery Road Colored Cemetery through ground penetrating radar. The Grant and Match may support the costs of site visits, site clearing, and hiring a consultant to complete a ground penetrating radar survey. The Match may also support staff time, donated equipment and supplies, and volunteer time.

(“**Scope of Work**” or “**Project**”).

Grantee shall use the Grant only for the Scope of Work described above and shall complete and operate the Project in accordance with the terms and conditions of this Agreement and its exhibits and attachments, the Act, the Regulations, the Guidelines, and the Manual. If the Project involves construction on Property protected or to be protected by an Easement or Preservation Agreement as set out in Section 5 of this Agreement, Grantee, before expending any portion of the Grant, must obtain from the Maryland Historical Trust (“MHT”) approval of the plans and specifications for the activities within the Scope of Work. Changes to the Scope of Work or the approved plans and specifications must be approved by the MHAA project monitor identified in Section 7.a. below (“**Project Monitor**”). The requirements for submitting plans and specifications and amending the Scope of Work are set out in the Manual.

2. **Grantee’s Match.** Grantee is required to provide a matching contribution in an amount equal to the Grant (“**Match**”), as set out in the following Project Budget:

PROJECT BUDGET

MHAA GRANT	\$15,850.00
MATCH	\$15,850.00
TOTAL MHAA PROJECT BUDGET	\$31,700.00

The Match must be approved by MHAA and must be used to pay for Project expenses described in the Scope of Work. The Match may be any combination of cash and in-kind contribution and must be consistent with the requirements set out in the Guidelines and Manual. If the Match is reduced or otherwise becomes unavailable, Grantee must replenish the Match in order to comply with the requirements of this Section.

3. **Term of Agreement.** This Agreement shall remain in effect until MHAA confirms in writing that all requirements of the Agreement have been satisfied, including MHAA’s receipt of a satisfactory Final Report, as set out in the following Project Timetable:

7/10/2025	“ PROJECT START DATE ”: Grant funds may be used for approved Project expenses incurred on or after this date.
7/30/2026	“ MID-PROJECT REPORT DUE DATE ”: Grantee must submit online a Mid-Project Report, including any financial documentation required with a completed Request for Payment.
7/13/2027	“ PROJECT END DATE ”: All work items detailed in the Scope of Work must be completed. All eligible Project expenses to be reimbursed by Grant funds must be incurred.

9/30/2027	“FINAL REPORT DUE DATE”: Grantee must submit to Project Monitor a Final Report, including any and all Project deliverables and all requested documentation, with a completed final Request for Payment.
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Grantee must submit both a Mid-Project Report and a Final Report in accordance with the dates indicated in the chart above and in compliance with Section 4 of the Terms & Conditions attached hereto as Exhibit A.

4. Payment of Grant Proceeds.

- a. Provided that Grantee is not in default under this Agreement, MHAA will pay the Grant in installments as the Project progresses. Payments will be made in response to requests for payment (“**Request for Payment**”) submitted by Grantee through MHAA’s online grants software system.
- b. All Requests for Payment must be satisfactory to MHAA and must identify all costs incurred for which the payment is being sought, along with such additional supporting documentation as may be required by MHAA.
- c. MHAA will approve the payment of Grant funds within 30 days of determining that a Request for Payment is for an amount that is due and payable under this Agreement and includes: (1) Grantee’s federal employer identification number or social security number; (2) a grant agreement identification number or another adequate description of the Project or this Agreement; and (3) any additional documentation required by MHAA.
- d. The last payment of the Grant will be retained by MHAA until satisfaction of the following conditions:
 - (i) Grantee’s completion of the Project to the satisfaction of MHAA;
 - (ii) Grantee’s submission of a Final Report on or before the Final Report Due Date set forth in the Project Timetable, acceptable to MHAA in form and content, which includes information evaluating the effectiveness of the Project;
 - (iii) Grantee’s submission of final Request for Payment of the Grant, in accordance with the Manual. Such submission shall be satisfactory in form and content to MHAA; and
 - (iv) If applicable, Grantee shall have executed, or caused the owner of the Property to execute an easement, a preservation agreement, or a modification of such documents, in the form provided by MHT.

- e. The requirements related to Requests for Payment are set out in the Guidelines and Manual.

5. Easement and Preservation Requirements.

An Easement or Preservation Agreement is not required for this Grant.

6. Acknowledgement of MHAA Support.

As set forth in greater detail in Section 6 of the Terms & Conditions attached hereto as Exhibit A, Grantee must acknowledge MHAA's support of the Project in any public pronouncements or materials about the Project.

7. Notices.

All notices, requests, approvals, and consents of any kind made pursuant to this Agreement must be in writing, or submitted electronically to MHT's online grants software system, pursuant to directions to be provided by MHAA. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows, or to such other person or address as the parties may from time to time designate by written notice to the other party:

- a. Communications to MHAA must be mailed to the Project Monitor or such other person as may be designated by MHAA:

Maryland Heritage Areas Authority
Maryland Historical Trust
100 Community Place, 3rd Floor
Crownsville, Maryland 21032
Attn: Andrew Arvizu, Project Monitor

- b. Communications to Grantee shall be mailed to:

Megan Flick
Principal Planner
City of Rockville
111 Maryland Avenue
Rockville, MD 20850

Grantee must notify MHAA of any changes in its address within 30 days of the date the change becomes effective.

8. Further Assurances and Corrective Instruments.

Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by MHAA to comply with any

existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

9. **Amendment.**

- a. Minor amendments to this Agreement may be made from time to time by written or emailed request for amendment from either party to the Agreement that is approved in writing or by email from the other party to the Agreement.
- b. Material amendments to this Agreement shall be evidenced by a written instrument executed by both of the parties to the Agreement.
- c. Only Applicable for Heritage Area Management Grantees: Annual renewals of management grants awarded to Heritage Area management entities may be accomplished through a material amendment if the renewal relates to the same Five-Year Action Plan as the Agreement.

10. **Assignment.** This Agreement may not be assigned without MHAA's prior written approval.

11. **Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.

12. **Entire Agreement.** This Agreement and its accompanying Terms & Conditions (Exhibit A) constitute the entire agreement between the parties and supersede all prior oral and written agreements between the parties hereto with respect to the Grant.

13. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland.

14. **Costs.** Grantee shall bear all costs incident to the Grant including, without limitation, as applicable, fees for title insurance, property insurance, or other insurance coverages that may be required by MHAA, recordation fees, and Grantee's attorneys' fees, if any.

15. **Voluntary Termination.** MHAA and Grantee shall have the right to terminate this Agreement for any reason upon 30 days' written notice to the other party. In the event of voluntary termination by MHAA, Grantee's authority to request payments shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not yet paid to Grantee. At the time of termination, Grantee shall return to MHAA any funds paid to Grantee but not yet expended by Grantee as authorized by this Agreement.

16. **Execution in Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts (including facsimile counterparts or as a "PDF" or similar attachment to an email), all of which when taken together shall be deemed one original. This Agreement may be electronically signed; an electronic signature appearing on the Agreement is the same as a handwritten signature for the purposes of validity, enforceability, and admissibility if the signature is an act of the person to whom the signature is attributed.

17. **Authority to Sign.** The undersigned representative of Grantee warrants, under penalty of perjury, that they possess the legal authority to sign this Agreement on behalf of Grantee and that this Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee. For Grantees that are nonprofit organizations, if the undersigned is not the director of Grantee's board, an elected officer of Grantee, or an executive director, president, or equivalent position appointed pursuant to Grantee's bylaws, additional documentation is required to confirm that the undersigned representative has authority to bind Grantee.

The authorized signatures for Grantee and MHAA below signify their acceptance of the terms of this Agreement:

MAYOR AND COUNCIL OF ROCKVILLE

By: _____ (SEAL)

Name: Jeff Mihelich

Title: City Manager

By: _____ (SEAL)

Name: _____

Title: _____

MARYLAND HERITAGE AREAS AUTHORITY

By: _____
Andrew Kelson
Chief of Operations, Department of Planning
Designee for the Chairman
Maryland Heritage Areas Authority

Date of Execution on behalf of MHAA
(Effective Date)

Attachments:

Exhibit A Terms & Conditions

EXHIBIT A

TERMS & CONDITIONS

The following terms and conditions govern, and are incorporated into, the Grant Agreement to which they are attached:

1. Easement and Preservation Requirements for Capital Projects.

If required in Section 5 of the Grant Agreement, Grantee shall execute, or cause the owner of the Property to execute an easement or preservation agreement, or a modification of these documents, satisfactory in form and content to MHT. The requirements related to easements and preservation are set out in the Guidelines and Manual.

2. Construction Requirements for Capital Projects.

- a. Prior to commencing Work on the Property, Grantee shall obtain all necessary federal, State, or local certifications, permits, licenses, and approvals and satisfaction of all requirements otherwise necessary to commence the Work;
- b. On or before the Project End Date, Grantee shall obtain all necessary certifications, permits, licenses, and approvals and satisfy all requirements necessary to operate the Project;
- c. During the term of the Agreement, Grantee shall permit MHAA and MHT, and their agents and employees, to enter upon and inspect all Work performed in connection with the Project. All Work performed in connection with the Project is subject to approval by MHAA and MHT;
- d. Grantee shall ensure that all Work performed in connection with the Property shall be performed in a good and workmanlike manner and shall comply with all applicable local, State and federal laws and ordinances;
- e. Grantee may not use the Grant for construction work in interior spaces used solely for worship or religious education or for building elements that bear religious imagery;
- f. No approvals or inspections by MHAA or MHT of the Project during construction shall constitute a warranty or representation by MHAA or MHT, or any of their agents, representatives, or designees, as to the technical sufficiency or adequacy or safety of the improvements being constructed or any of their components or parts. All acts, including any failure to act, relating to the Project, by any staff, agent, representative, or designee of MHAA and MHT are performed solely for the benefit of MHAA and MHT to assure the proper expenditure of the Grant and are not for the benefit of any other person; and
- g. The requirements relating to MHT Project review and approvals are set out in the Manual.

- h. In addition to the requirements of Sections 2a. through 2g. above, the following apply to construction on Property that is eligible for or listed in the National Register of Historic Properties:
 - i. Prior to any construction, reconstruction, improvement, enlargement, alteration, demolition or ground disturbance on the Property (collectively, "**Work**"), Grantee shall have obtained all required approvals from MHT of the Work and the Project plans and specifications;
 - ii. Grantee shall construct the Project in accordance with any plans and specifications approved by MHT;
 - iii. No changes may be made to the plans and specifications, to the contracts for construction of the Project, or in construction of the Project without the prior written approval from MHT; and
 - iv. Grantee shall ensure that all Work performed on the Property is consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (36 C.F.R. Part 68), as determined by MHT.

3. **Default and Remedies.**

- a. A default under this Agreement shall occur if:
 - (i) Grantee fails to comply with any of the covenants, agreements, or certifications made by Grantee in this Agreement, or in an easement, a preservation agreement, or a modification of these documents with respect to the Property;
 - (ii) At any time any representation or warranty made by Grantee in connection with the Grant, the Agreement, or the Grant Application shall be incorrect in any manner;
 - (iii) Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report required under the Agreement, the Grant Application, a Request for Payment, or affecting the Grant in general;
 - (iv) The Grant funds are not spent in accordance with the terms of this Agreement;
 - (v) Grantee is in default under any other agreement related to the Project or, if applicable, the Property, and MHAA determines, in its sole discretion, that the default may have an adverse material impact on the Project;
 - (vi) At any time during the period of the Grant, there is pending or ongoing litigation with respect to Grantee's performance of any duties or obligations in connection

- with the Project or the Grant which may jeopardize or adversely affect this Agreement or the Project;
- (vii) With respect to a Project involving any type of construction, before the Project is completed and the final payment under the Grant has been made, all or any portion of the Property is sold, leased, subleased, assigned, transferred, disposed of, or otherwise conveyed without the prior written consent of MHAA;
 - (viii) At any time an easement or preservation agreement, or any modification thereto, required pursuant to this Agreement is determined, by court finding or otherwise, not to be legally enforceable by MHT for any reason;
 - (ix) Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MHAA;
 - (x) Grantee has not expended the Grant funds necessary to complete the Project by the Project End Date; or
 - (xi) Grantee has not provided the Match to MHAA's satisfaction.
- b. Except as provided in paragraph d below, MHAA shall give Grantee written notice of default, and Grantee shall have 30 days from the date of such notice to cure the default.
 - c. Upon the occurrence of a default that continues beyond the 30-day cure period, MHAA shall have the right to:
 - (i) Reduce the amount of the Grant or withhold payment of the Grant;
 - (ii) Demand repayment of the Grant from Grantee in whole or in part; and/or
 - (iii) Terminate this Agreement by written notice to Grantee.
 - d. Grantee's bankruptcy or insolvency, or the dissolution or liquidation of Grantee's business organization or assets, constitutes a default under this Agreement, and MHT shall have the right to terminate this Agreement immediately.
 - e. Defaults under an easement or preservation agreement or modification required under this Agreement shall be governed by the applicable provisions of the easement or preservation agreement.
 - f. In the event of MHAA's termination of the Agreement:
 - (i) Grantee's authority to request a payment shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not paid;

- (ii) MHAA may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement; and
- (iii) In addition to the rights and remedies contained in this Agreement, MHAA may at any time proceed to protect and enforce all rights available to MHAA by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.

4. Records and Reports.

- a. Grantee and any contractors or subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MHAA of all transactions relating to the receipt and expenditure of the Grant for the Project. All of these books, accounts, and records shall be open to the inspection of MHAA's representatives or other agencies of the State during reasonable working hours before, during, and after the period of time during which the Grant proceeds are expended. Grantee shall make its administrative offices and personnel, whether full-time, part-time, consultants, or volunteers, available to MHAA upon request.
- b. Books, accounts, and records of Grantee and its contractors and subcontractors related to the Grant and the Project shall be maintained and made available to MHAA or MHAA's representative(s) for inspection for up to 3 years after either the date of Grantee's final expenditure of Grant funds or the termination of this Agreement, whichever is later.
- c. Grantee shall submit a Mid-Project Report by the Mid-Project Report Due Date set forth in the Project Timetable. Upon request by MHAA, Grantee shall submit progress reports, and/or examples of deliverables, through the online grants software system, or as otherwise directed by the Project Monitor. The requirements related to the Mid-Project Report and the progress reports are set out in the Guidelines and Manual.
- d. Either the Project Monitor or Grantee may request and hold joint meetings for the purpose of reviewing the progress and conduct of the Project.
- e. Should Grantee at any time determine that the Project will not meet established goals within the Project Timetable, Grantee shall immediately forward a written report to, or call for a special meeting with the Project Monitor to determine what actions need to be taken.
- f. Grantee shall submit a Final Report on the Project by the Final Report Due Date set out in the Project Timetable, which report must be approved by MHAA prior to the release of the final payment. Incomplete reports will be returned, and Grant funds may be recaptured in the event Grantee fails to submit a satisfactory Final Report or any financial documentation requested by MHAA or MHT. The requirements related to the Final Report are set out in the Guidelines and Manual.

- g. In addition to the requirements set forth above, Grantee shall provide MHAA with such additional records, reports, and other documentation as may be required by MHAA.

5. General and Special Covenants.

- a. In carrying out the Project, Grantee agrees to accept technical assistance from MHAA or MHT if MHAA or MHT deems it necessary.
- b. Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project. This responsibility may include, but is not limited to, compliance with non-discrimination, equal opportunity, fair practices, accessibility, local zoning, building, public safety codes, review by local historic preservation commissions, and federal and State licensing, permitting, and environmental requirements.
- c. For capital grants of \$90,000 or more that involve construction work, Grantee must complete, submit, and comply with a State Minority Business Enterprises (MBE) business plan, attached to the Agreement as Attachment 1. MBE requirements do not apply to the acquisition of real property
- d. Grantee grants to MHAA and MHT the non-exclusive intellectual property right to use any work that Grantee may create, make, or develop that is funded in whole or in part by the Grant, including but not limited to articles, books, papers, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations (collectively, "**Materials**"). MHAA and MHT shall have the right to use the Materials without restriction or limitation, and without compensation to Grantee.

6. Grantee's Support Acknowledgments.

With respect to all Project-related (i) public events such as interviews, ground-breaking ceremonies, dedications, media events; and (ii) materials such as press releases, brochures, video productions, installation of exhibits, signage, web pages, and any other materials that Grantee publishes in connection with the Project:

- a. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of MHAA support, along with the MHAA logo (which Grantee shall obtain from the Project Monitor), in the following format:

This project has been financed in part with State funds from the Maryland Heritage Areas Authority but does not necessarily reflect its views or policies.

- b. Grantee and any consultant hired by Grantee in connection with the Project shall include acknowledgment of the local heritage area technical support identifying the name of the local heritage area, along with the logo of the local heritage area.

- c. Grantee shall obtain MHAA's review and approval of the materials listed above which are funded by the Grant prior to production of such materials, as outlined in the Manual.

7. Grantee's Certifications.

By executing the Agreement, Grantee certifies to MHAA that:

- a. If Grantee is a business entity, Grantee is duly organized and validly existing under the laws of Maryland, is duly registered to do business in the State with the Maryland Department of Assessments and Taxation, or is qualified to do business in the State as a foreign corporation, and will take such action as may be necessary from time to time to remain so qualified throughout the term of this Agreement;
- b. Except as validly contested, Grantee has paid, or has arranged for payment of, all taxes owed to the State of Maryland, and has filed all required returns and reports with the Comptroller of the Treasury, the Maryland State Department of Assessments and Taxation, and other State governmental entities as required under State law, and will have paid all withholding taxes due to the State of Maryland prior to the release of State funding by MHT or MHAA, as applicable;
- c. No officer, director, member, or employee of Grantee, nor any of Grantee's assignees, designees, agents, or consultants, has a financial interest, direct or indirect, in any contract or subcontract for the work to be performed in connection with the Project, or will receive any benefit therefrom, at any time during or after such person's tenure;
- d. No officer, director, member, or employee of Grantee has been convicted of, or admitted under oath to, any violation of Maryland law, federal law, or the laws of any other state in connection with obtaining a contract with any public body, including but not limited to: bribery, attempted bribery, or conspiracy to bribe; fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; or a violation of the Racketeer Influenced and Corrupt Organization Act or the Mail Fraud Act;
- e. Grantee has not been debarred under Maryland law, federal law, or the laws of any other state, is not a successor, assignee, subsidiary, or affiliate, or subcontractor of a suspended or debarred entity, and has not defaulted under a contract with a public body in a manner that justifies debarment, as determined by the Board of Public Works;
- f. Grantee is not in default, and has not previously defaulted, on a grant or loan from MHAA, MDP, or MHT, and there is no event which, but for the passage of time and giving of notice, would become an event of default under any grant or loan agreement with MHAA, MDP, or MHT;
- g. Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities; and

- h. The representations, statements, and other matters contained in the Grant Application and this Agreement are and remain materially true and complete in all material respects.

8. Indemnification.

Unless prohibited by law, Grantee releases MHAA from, agrees that MHAA shall have no liability for, and agrees to protect, indemnify, and hold MHAA harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against MHAA as a result of or in connection with the Project. All monies expended by MHAA as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs incurred in enforcing the Agreement, including reasonable attorney's fees and court costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MHAA. Grantee's obligation to indemnify MHAA shall survive the term of this Agreement.

If Grantee is a county or a municipality, Grantee's indemnification obligations in this Agreement are made to the extent of, and contingent upon, the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301 *et seq.* and § 5-5A-02, all as amended from time to time.

9. Environmental Certification and Indemnification for Capital Projects.

Grantee makes the following certifications and indemnification regarding the environmental conditions on the Property:

- a. Grantee shall (i) not cause or allow any hazardous materials to be placed on the Property in violation of federal, State or local laws; (ii) carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may exist on or be placed on the Property;
- b. To the best of Grantee's knowledge, the Property is in compliance with all applicable federal and State environmental laws and regulations;
- c. Grantee shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of hazardous materials including lead paint from the Property; and
- d. Grantee releases MHAA from, agrees that MHAA shall have no liability for, and agrees to protect, indemnify and hold MHAA harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against MHAA as a result of the failure of the Property to comply in all respects with all applicable environmental requirements. Grantee's obligation to indemnify MHAA shall survive the term of this Agreement. All monies expended by MHAA as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs incurred as a result of the failure of the Property to comply in all respects with all applicable environmental requirements, including reasonable attorney's fees and

court costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MHAA. Grantee's obligation to indemnify MHAA shall survive the term of this Agreement.

- e. This Section shall survive the term of this Agreement.

10. Insurance.

- a. Grantee shall carry hazard, general commercial liability, general contractor, title or flood insurance as applicable to the Property or the Project. The requirements related to insurance coverages are set out in the Guidelines and Manual. Grantee shall provide satisfactory evidence of required insurance coverages upon request by MHAA.
- b. If Grantee is a local government, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to MHT.



MAYOR AND COUNCIL Meeting Date: December 15, 2025

Agenda Item Type: CONSENT

Department: PW - ENGINEERING

Responsible Staff: DIRON BAKER

Subject

Award and Authorize the City Manager to Execute a Contract Responsive to Invitation for Bids (IFB) #25-25, Croydon Creek & Calvin Park Tributary Stream Restoration Project, to Kinsley Construction, LLC, of York, PA in the amount not to exceed \$4,640,979.75

Department

PW - Engineering

Recommendation

Staff recommends that the Mayor and Council award and authorize the City Manager to Execute a Contract Responsive to Invitation for Bid (IFB) #25-25, Croydon Creek & Calvin Park Tributary Stream Restoration Project, to Kinsley Construction, LLC, of York, PA in the amount not to exceed \$4,640,979.75.

Discussion

IFB #25-25, Croydon Creek & Calvin Park Tributary Stream Restoration, is a publicly bid, stream restoration project, within Civic Center Park, near the Croydon Creek Nature Center of Rockville, MD. This project restores the streams at Croydon Creek and the Calvin Park Tributary to Rock Creek. These streams have highly eroded stream banks that are significant sources of sediment that reduce water quality within the watershed and ultimately the Chesapeake Bay. This project also constructs a park access path enhancement.

The Croydon Creek & Calvin Park Tributary Stream Restoration project (The Project) is located within the Rock Creek Watershed. Rock Creek originates in northern Montgomery County, passes briefly through Rockville, and continues through the District of Columbia to meet the Potomac River. The Rock Creek watershed encompasses four (4) square miles of the eastern side of the City. The watershed includes parts of Rockville Town Center and the Rockville Pike/Hungerford Drive corridors, the neighborhoods of Lincoln Park, East Rockville and Twinbrook, and industrial areas along Gude Drive and Southlawn Lane, as well as Redgate Park and Civic Center Park.

The Project is within a park solely owned by the City of Rockville. This project includes two separate stream segments. Between the segments is a stream section previously restored by the Washington Sanitary Sewer Commission. The Croydon Creek Stream segment begins at a failed dam northwest of the Glenview Mansion and continues easterly to Rock Creek Regional Park. The Calvin Park Tributary segment begins at Baltimore Road and flows in a northerly direction to Croydon Creek. Both stream segments are in poor condition, are highly eroded,

over-widened, and are poorly graded. Excessive erosion over time has resulted in sediment accumulation throughout the proposed project area as well as sediment transport downstream.

The Croydon Creek & Calvin Park Stream Restoration project is designed to improve water quality and restore habitat both in stream and within the forested buffer. The proposed design includes natural channel design techniques, such as rock weirs and riffle grade control structures, to provide lifting of the channel to reconnect to the floodplain during storm flows and to enhance in-stream habitat. Additionally, a new pedestrian bridge crossing is included to cross an outfall channel originating at Norbeck Road, along the Heritage Trail.

Mayor and Council History

The Mayor and Council authorized the City Manager to sign a memorandum of agreement with the U.S. Army Corps of Engineers and the Maryland Historical Trust to allow the City of Rockville to remove a historic dam in Croydon Creek as part of the stream restoration project on November 7, 2022.

Additionally, the Mayor and Council authorized the City Manager to sign a grant agreement with the Maryland Department of Natural Resources (DNR) in the amount of \$2,000,000 to partially fund the cost of the stream restoration project on January 9, 2023.

Public Notification and Engagement

On June 6, 2018, the city and its consultant, AECOM, held the 30 percent design community meeting for the Croydon Creek & Calvin Park Tributary Stream Restoration Project. Topics discussed at the meeting included the expected project goals and outcomes, design alternatives, and the potential impacts to the community. The meeting, held at the Croydon Creek Nature Center, was followed by a stream walk to review the existing conditions of the stream.

On November 12, 2019, the city and its consultants, AECOM, US Army Corps of Engineers (USACE) and the Maryland Historical Trust held a Consulting Party meeting regarding the removal of a Historic Dam in Croydon Creek as part of the scheduled stream restoration project.

The following people/organizations were invited:

- Montgomery County Historic Preservation Division
- City of Rockville Historic Preservation Planner (Historic District Commission representative)
- East Rockville Civic Association
- Montgomery Preservation
- Peerless Rockville
- Montgomery Heritage Area
- Twinbrook Civic Association
- Advisory Council on Historic Preservation
- Tribal Historic Preservation Officer
- Director of Cultural Resources & Section 106, Delaware Nation
- Historic Preservation Officer, Seneca-Cayuga Nation

The following people/organizations attended:

- City of Rockville Project Management Team
- City of Rockville Historic Preservation Planner and Historic District Commission Liaison, Sheila Bashiri
- Ethan Bean, United States Army Corps of Engineers (USACE)
- Beth Cole, Maryland State Historic Preservation Office (MD SHPO, Maryland Historical Trust)
- AECOM/ESA, Project Engineer Consultants
- Lou Kallas, Twinbrook Citizens Association
- Deborah Landau, East Rockville Civic Association

On December 7, 2024, the city and its consultant, AECOM, held a third community meeting at the Croydon Creek Nature Center to present the final design, construction duration and schedule, and community impacts, while listening to community and stakeholder feedback. This input was incorporated into the specifications for the construction contractor.

Procurement

Staff prepared and publicly advertised IFB #25-25 on July 11, 2025, in accordance with Rockville City Code section 17-61. IFB #25-25 was posted on the City website and electronically provided to 766 prospective bidders via the State of Maryland e-Marketplace Advantage (eMMA) system. Of the 766 prospective bidders, using the systems reporting capabilities, 131 were Disadvantaged Business Enterprises (DBE), 136 were Minority Business Enterprises (MBE), and 16 were Veteran-Owned Small Business Enterprises (VSBE).

Sealed bids were received and opened on August 26, 2025, at 2:00PM EST. The following bids were received.

Vendor	MFD-V Status	Location	Base Bid	Contingent Items	Total Bid Amount
ARRC, LLC	Non MFD-V	York, PA	\$4,599,992.25	\$32,337.50	\$4,632,329.75*
Meadville Land Service, Inc.	Non MFD-V	Cochranon, PA	\$5,599,925.40	\$19,062.50	\$5,618,987.90
Bourn Environmental, LLC	MFD-V	Mitchellville, MD	\$4,799,890.00	\$48,610.00	\$4,848,500.00
PayDirt, LLC	MFD-V	Edgewater, MD	\$5,791,250.60	\$12,250.00	\$5,803,500.60
Sagres Construction Group	Non MFD-V	Alexandria, VA	\$4,926,276.95	\$14,005.65	\$4,940,282.60

EQR, LLC	Non MFD- V	Gambrills, MD	\$4,862,252.50	\$16,140.00	\$4,878,392.50
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* \$8,650.00 added to Contract in case of a need for additional tree removal to equal \$4,640,979.75

Aquatic Resource Restoration Company (ARRC, LLC), is the lowest, responsive and responsible bidder for the Croydon Creek & Calvin Park Tributary Stream Restoration project. The proposed unit prices have been deemed fair and reasonable by staff. Staff found the references for ARRC, LLC and their Subcontractors to be satisfactory for this bid.

Effective October 4, 2025, AARC, LLC has been formally, wholly absorbed into its parent company Kinsley Construction, LLC as part of a strategic consolidation. AARC, LLC included in their bid response that the absorption was currently underway at the time, and has worked with Procurement to update all necessary documents. Staff found the references for Kinsley Construction, LLC and their Subcontractors to be satisfactory for this bid.

The total amount of the contract award includes contingent items for which the city received pricing in the bid but were not included in the tabulation of the sealed bids. The Croydon Creek & Calvin Park Tributary Stream Restoration bid is between 4% - 5% higher than the Engineer's estimate and allows for contingency dollars within the CIP for the construction of this project, should they be necessary.

In accordance with Section 17-39 of the Rockville City Code, Awarding Authority, (a) all contracts involving more than two hundred fifty thousand dollars (\$250,000) shall be awarded by the Mayor and Council.

Both AARC, LLC and Kinsley Construction, LLC are Non-MFD-V businesses.

The contract to Kinsley Construction, LLC is provided as Attachment 1.

To view all contract documents, please click the link provided below:

<https://www.swisstransfer.com/d/bb1386db-bea1-4418-b440-3de70bebc257>

Fiscal Impact

Mayor and Council previously authorized the City Manager to sign a Grant Agreement with DNR for the Croydon Creek/Calvin Tributary Stream Restoration Project (SB16). This grant provides \$2,000,000 to the project (SB16).

Funding for this contract is provided within the Stream Restoration Croydon Creek/Calvin Park Tributary (SB16) project (Attachment 2). This CIP designs and constructs stream restoration at Croydon Creek and the Calvin Park Tributary to Rock Creek. Sufficient funding is available in this project for award.

Next Steps

Upon Mayor and Council award, the Procurement Department will obtain insurance certificates, one hundred percent payment and performance bonds, appropriate contract signatures, and issue a contract to Kinsley Construction, LLC, of York, PA.

Attachments

Attachment 1, Attachment 2 SB16 FY26 CIP Sheet

**CITY OF ROCKVILLE, MARYLAND
CONSTRUCTION CONTRACT**

CROYDON CREEK AND CALVIN PARK TRIBUTARY STREAM RESTORATION

This **CONSTRUCTION CONTRACT** (this “**Construction Contract**”) is entered into as of this ____ day of _____ 2025 (the “**Effective Date**”) by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a Maryland municipal corporation and body corporate, acting by and through its City Manager (the “**Mayor and Council**” or “**City**”), and **KINSLEY CONSTRUCTION, LLC**, a Pennsylvania limited liability company that is qualified to conduct business in the State of Maryland (the “**Contractor**”). Individually, the Mayor and Council and the Contractor may each be referred to hereinafter as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

- A. **WHEREAS**, the Mayor and Council is a municipal corporation duly organized and existing under the laws of the State of Maryland with the power to carry on its business as it is now being conducted under the laws of the State of Maryland and the Rockville City Charter; and
- B. **WHEREAS**, the Contractor is a limited liability company duly organized and in good standing in the Commonwealth of Pennsylvania, authorized to conduct business in the State of Maryland, and has the background, knowledge, experience and expertise to perform the obligations set forth in the Contract Documents; and
- C. **WHEREAS**, the Mayor and Council desires to procure, on behalf of the Department of Public Works, certain construction services for, among other things, the restoration and stabilization of approximately 3,800 linear feet of heavily impacted urban stream channels within the Rock Creek watershed located on park property owned by the City; and
- D. **WHEREAS**, in accordance with the Procurement Ordinance, on July 10, 2025, the Department of Procurement issued IFB #25-25 to contractors for the Croydon Creek & Calvin Park Tributary Stream Restoration Project; and
- E. **WHEREAS**, in accordance with the Procurement Ordinance, on August 26, 2025, the Department of Procurement opened and recorded the sealed bids submitted in response to IFB #25-25, including the ARRC Bid submitted by ARRC, LLC, and on September 19, 2025, in accordance with the Procurement Ordinance, the Department of Procurement determined ARRC, LLC to be the lowest responsive and responsible bidder; and
- F. **WHEREAS**, on October 4, 2025, the Contractor merged and consolidated with ARRC, LLC, whereby the Contractor assumed all of ARRC, LLC’s rights, duties, and obligations under the ARRC Bid, including but not limited to the performance, payment, and warranty bond requirements required under the Contract Documents; and

G. WHEREAS, on [REDACTED], 2025, in accordance with Section 17-39(a) of the Procurement Ordinance, the Mayor and Council awarded this Construction Contract to the Contractor for the provision of certain construction and other services as identified in the Contract Documents for the Project pursuant to the following terms and conditions, and authorized the City Manager to execute this Construction Contract on its behalf, subject to approval as to legal form by the City Attorney.

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

End of Recitals

ARTICLE I INCORPORATION OF RECITALS; DEFINITIONS

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

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

“Applicable Code Requirements” means all federal, State of Maryland, Montgomery County and City of Rockville laws, statutes, building codes, ordinances and regulations of governmental authorities having jurisdiction over the Project, Work, Site, Contractor or City.

“Applications for Payment” means detailed applications for payment submitted on a standard form such as the AIA G702 form, as required by Paragraph 75 of the General Conditions and Instructions to Bidders in IFB #25-25. Applications for Payment shall not include payment for equipment or materials delivered to the Site but not installed or for materials or equipment properly stored off-site unless specifically approved by the Project Manager. If such approval is granted, the Contractor must submit with the Application for Payment, bills of sale or other such documentation satisfactory to the City to establish the City’s title to such materials or equipment or otherwise to protect the City’s interest, including applicable insurance and transportation to the Site for materials and equipment stored off site. Such approvals are typically reserved for “big ticket” items that individually would exceed five percent (5%) of the bid total.

“ARRC, LLC” means ARRC, LLC, a corporation which was organized under the laws of the Commonwealth of Pennsylvania which submitted the ARRC Bid and subsequently merged with the Contractor.

“ARRC Bid” means that certain bid submitted by ARRC to the Department of Procurement on August 26, 2025, in response to IFB #25-25 pursuant to which ARRC agreed to provide certain construction services to the City for the Croydon Creek & Calvin Park Tributary Stream Restoration Project, in accordance with IFB #25-25.

“City of Rockville Change Order” means a duly authorized instrument issued by the Purchasing Agent or her authorized designee in accordance with the Procurement Ordinance which operates to amend the scope of Work, and which may also amend the Contract Sum or the Contract Time.

“City of Rockville Notice to Proceed” means the written notice issued by the Purchasing Agent or her authorized designee in accordance with the Procurement Ordinance to the Contractor to begin the Work.

“Contract Documents” means and consists of the following documents, which are on file with the Department of Procurement and are hereby incorporated into this Construction Contract by reference:

1. City of Rockville Change Orders
2. Construction Contract
3. IFB #25-25 – Addenda
4. IFB #25-25 – Project Drawings
5. IFB #25-25 – Special Provisions
6. IFB #25-25 – Technical Specifications
7. IFB #25-25 – General Terms, Conditions, and Instructions to Bidders
8. IFB #25-25 – Appendices, Announcement, Description and General Information
9. ARRC Bid
10. City of Rockville Notice to Proceed
11. City of Rockville Preliminary Notice to Proceed
12. Performance, Payment and Warranty Bonds

For purposes of construing, interpreting and resolving inconsistencies between and among the provisions of this Construction Contract, the Contract Documents shall have the order of preference as set forth above. If a claimed inconsistency cannot be resolved through the order of precedence, the City Manager shall have the sole power to decide which document or provision shall govern as may be in the best interests of the City.

“Contract Sum” means the total amount of compensation provided for in Article III that is payable to the Contractor for the performance of the Work in accordance with the Contract Documents, including adjustments made by a City of Rockville Change Order.

“Contract Time” means the total number of days set forth in this Construction Contract within which Final Completion of the Work must be achieved by Contractor, including any adjustments of time (increases or decreases) made by a City of Rockville Change Order.

“Croydon Creek & Calvin Park Tributary Stream Restoration Project” or **“Project”** means the Croydon Creek and Calvin Park tributary stream restoration and stabilization project referenced in IFB #25-25, of which the Work performed by the Contractor under the Contract Documents may be the whole or the part.

“Day” whether capitalized or not, unless otherwise specifically provided, means calendar day, including weekends and legal holidays.

“Delay” means, whether capitalized or not, any circumstances involving disruption, hindrance, or interference in the performance of the Work within the Contract Time.

“Department of Procurement” means the City’s Department of Procurement.

“Department of Public Works” means the City’s Department of Public Works.

“Extra Work” means additional Work or costs due to a change in the Work that is not described in or reasonably inferable from the Contract Documents which may be the basis for an adjustment of the Contract Sum under the terms of the Contract Documents. Extra Work shall not include additional Work or costs arising from Contractor’s failure to perform any of its duties or obligations under the Contract Documents.

“Final Completion” means the final and full completion of all Work required by the Contract Documents, including all punch list items and submission of all Record Documents, to the satisfaction of the City Manager or his written designee, pursuant to Article II.

“IFB #25-25” means the Invitation for Bids #25-25 issued by the Department of Procurement on July 10, 2025; Addendum No. 1 to Invitation for Bids #25-25 issued by the Department of Procurement on August 1, 2025; Addendum No. 2 to Invitation for Bids #25-25 issued by the Department of Procurement on August 13, 2025; and Addendum No. 3 to Invitation for Bids #25-25 issued by the Department of Procurement on August 20, 2025.

“Losses” means the losses or costs that directly results from a breach of this Construction Contract.

“Procurement Ordinance” means Chapter 17 of the Rockville City Code, as amended.

“Project” means the Croydon Creek and Calvin Park tributary stream restoration and stabilization project referenced in IFB #25-25, of which the Work performed by the Contractor under the Contract Documents may be the whole or the part.

“Project Manager” means the Senior Construction Project Manager for the City of Rockville, or such other City staff person as may be designated by the Director of the City’s Department of Public Works to supervise the Project.

“Purchasing Agent” means the person designated as purchasing agent pursuant to the Procurement Ordinance.

“Record Documents” means the warranties, guarantees and other documents required to be submitted by Contractor as a condition of Final Compensation.

“**Site**” means the physical site located within the City of Rockville where the Project is to be constructed, including all adjacent areas for staging, storage, parking and temporary offices.

“**Substantial Completion**” means the Work and the Project have been substantially completed to permit utilization of the Project, or a substantial portion thereof, by the City for the Project’s intended purpose, pursuant to Paragraph 80 of the General Conditions and Instructions to Bidders in IFB #25-25.

“**Work**” means all labor, materials, equipment, servicers, permits, fees, licenses and taxes, and all other things necessary for the Contractor to perform its obligations and complete the Project, including without limitation, any changes or additions requested by the City, in accordance with the Contract Documents and all Applicable Code Requirements.

“**Working Day**” means any calendar day other than Saturday, Sunday, or the following holidays as observed by the City of Rockville: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Thanksgiving Friday, Christmas Day, and all days of general and congressional elections throughout the State of Maryland.

Section 1.03. General. Any other capitalized term to which a meaning is expressly given in this Construction Contract shall have the meaning assigned to it, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders. The defined terms used in the preamble and recitals of this Construction Contract have been included for convenience of reference only, and the meaning, construction and interpretation of all defined terms shall be determined by reference to this Article I notwithstanding any contrary definition in the preamble or recitals hereof. The titles and headings of the sections of this Construction Contract have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Construction Contract or any provision hereof or in ascertaining intent, if any question of intent shall arise.

End of Article I

ARTICLE II PERFORMANCE OF WORK AND COMPLETION OF PROJECT

Section 2.01. Performance of Work. The Contractor agrees to perform all Work required for Final Completion of the Project, as specified in the Contract Documents. The Contractor shall provide, furnish, and supply all things necessary and incidental for the timely performance of the Work, including, but not limited to, provision of all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor also agrees to use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

Section 2.02. Progress and Completion.

(a) Time is of the Essence. Time is of the essence with respect to all time limits set forth in the Contract Documents.

(b) Commencement of Work and Final Completion of Project.

(i) Contractor shall commence the Work for the Project within ten (10) Working Days of the date of issuance of the City of Rockville Notice to Proceed.

(ii) Except by agreement or instruction of City in writing, Contractor shall not commence operations on the Site or elsewhere prior to the effective date of insurance required by Article VI to be furnished by the Contractor. Contractor's obligation to commence the Work and to complete the Work within the Contract Time shall not be changed by the effective date of such insurance.

(iii) Contractor shall, subject to any extension of time in accordance with the provisions of this Construction Agreement, achieve Final Completion of the Project within six hundred (600) Working Days from the date of issuance of the City of Rockville Notice to Proceed.

(iv) Contractor agrees that the Contract Time is reasonable for performing the Work and that the Contractor is able to perform the Work within the Contract Time.

(c) Work Progress.

(i) Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the Contract Time.

(ii) If City determines and notifies Contractor that Contractor's progress is such that Contractor will not complete the Work within the Contract Time, Contractor shall, immediately and at no additional cost to City, take all measures necessary, including working such overtime and additional shifts (other than the City's permitted construction work hours of 7:00 AM to 5:00 PM, Monday through Friday), to ensure that the Work is Substantially Completed

within the Contract Time. Upon receipt of such notice from City, Contractor shall immediately respond in writing setting forth a detailed plan for accelerating the Work in a manner acceptable to City. Contractor shall not be entitled to any reimbursement or payment of costs, expenses or damages incurred as a result of an acceleration of the Work. City may also take all necessary measures to prevent the need for subsequent accelerations of the Work. Contractor shall reimburse City, or City may withhold from payment due to Contractor, sums expended by City to perform such measures.

(iii) During unfavorable weather, wet ground or other unsuitable construction conditions, Contractor shall confine the operations to Work that will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality thereof, unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner.

(d) Delay.

(i) If the Contractor is delayed in the Work by any act of neglect of the City or by a separate contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension of time if warranted. All claims for extensions must be made by written notice sent to the Project Manager within ten (10) Days after the date when the alleged cause for the extension of time occurred. All such claims shall state specifically the amount of time of the delay the Contractor believes to have suffered. If the Project Manager does not receive such written notice within the prescribed time, the claim for extension of time shall be forfeited and invalidated. No extension of time shall be deemed granted unless the Project Manager expressly grants an extension of time by written notice to the Contractor.

(ii) By executing this Construction Contract, the Contractor expressly waives any claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever. The Contractor shall adjust its operation to continue the work at other locations under this Construction Contract, if available, and as directed by the City. If it is necessary to discontinue the work temporarily, the Contractor shall resume work within 48 hours of notice from the City. The City may adjust the completion date to compensate for the lost day(s) on a day-for-day basis, if the City finds that the Contractor could not make up for such lost day(s) by reallocating its forces or rescheduling the work, up to the time remaining on the original schedule at the time of shutdown.

(e) Change Orders.

(i) The City, without invalidating the contract, may issue written City of Rockville Change Orders pursuant to Section 17-40 of the Procurement Ordinance. All such changes, or additional work must be authorized in writing by the Purchasing Agent or her

authorized designee prior to starting such work. Costs shall be limited to the cost of materials, labor, field supervision and field office personnel directly involved in and attributed to the change. All costs and/or credits to the City for a change in the work shall be determined by the unit price bid or by mutual agreement.

(ii) The Contractor shall do all work that may be required to complete the work contemplated by a City of Rockville Change Order at the unit prices bid or at a lump sum price to be mutually agreed upon.

(iii) The Contractor shall perform Extra Work, for which there is no quantity or price included in the Contract, whenever it is deemed necessary or desirable, to complete fully the Work as modified by a City of Rockville Change Order, and such work shall be done in accordance with the specifications therefore, or in the best workmanlike manner as directed. Where such a price or sum cannot be agreed upon by both parties, or where this method of payment is impracticable, the Project Manager may order the Contractor to do such work on a force account basis pursuant to Paragraph 73 of the General Conditions and Instructions to Bidders in IFB #25-25.

(iv) The Contractor may submit a written request for a City of Rockville Change Order to the Project Manager in the event the Contractor believes a City of Rockville Change Order is warranted or desirable. The City is under no obligation to issue or respond to a requested City of Rockville Change Order.

(f) Liquidated Damages. If the Contractor fails to achieve Final Completion of the Work within the Contract Time, the Mayor and Council may assess liquidated damages on a daily basis for each day of unexcused delay in achieving Final Completion, based on the amount of four hundred dollars (\$400) per Day, not including Sundays, or as otherwise specified in IFB #25-25. Liquidated damages may also be separately assessed for failure to meet milestones specified elsewhere in the Contract Documents, regardless of impact on the time for achieving Final Completion. The assessment of liquidated damages is not a penalty but considered to be a reasonable estimate of the amount of damages the Mayor and Council will suffer by delay in completion of the Work. The Mayor and Council is entitled to setoff the amount of liquidated damages assessed against any payments otherwise due to the Contractor, including, but not limited to, setoff against release of retention. If the total amount of liquidated damages assessed exceeds the amount of unreleased retention, the Mayor and Council is entitled to recover the balance from the Contractor or its sureties. Occupancy or use of the Project in whole or in part prior to Final Completion shall not operate as a waiver of City's right to assess liquidated damages.

(g) Special Damages.

(i) The Contractor shall reimburse the Mayor and Council, upon demand, for (1) any and all fines and penalties imposed on the Mayor and Council in connection with the Contractor's failure to attain Substantial Completion, Final Completion, or any other date for

performance according to the Contract Time, and (2) any and all costs and expenses, including reasonable attorneys' fees, incurred by the Mayor and Council for engineering, construction observation, inspection, administrative services, or any other work or services needed or otherwise utilized or obtained after the time specified for performance.

(ii) After the Contractor achieves Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete any component of the remaining Work within the Contract Time, the Contractor shall reimburse the Mayor and Council for any and all costs and expenses, including reasonable attorneys' fees, incurred by the Mayor and Council for engineering, construction observation, inspection, administrative services, or any other work or services needed or otherwise utilized or obtained after the time specified for Work to be completed and ready for final payment.

(iii) The special damages imposed in this Section are supplemental to any liquidated damages for delayed completion established in the Construction Contract.

(iv) The Mayor and Council may, but in no event be obligated to, complete all or any portion of the Work not timely performed in full by the Contractor, on behalf of the Contractor and at the Contractor's sole cost and expense. The Contractor shall, on demand, reimburse the Mayor and Council the positive difference, if any, between (i) all costs and expenses incurred by the Mayor and Council in connection with so performing on behalf of Contractor, including reasonable attorneys' fees, and (ii) the Contract Sum.

(h) Other Remedies. The Mayor and Council is entitled to any and all available legal and equitable remedies the Mayor and Council may have where the Mayor and Council's damages are caused by any reason other than the Contractor's failure to achieve Substantial Completion or Final Completion of the entire Work within the Contract Time.

End of Article II

ARTICLE III COMPENSATION AND PAYMENT

Section 3.01. Contract Sum.

(a) The Contractor shall be compensated for Final Completion of the Project in compliance with the Contract Documents an amount not-to-exceed **FOUR MILLION SIX HUNDRED FORTY THOUSAND NINE HUNDRED SEVENTY-NINE and 75/100 DOLLARS (\$4,640,979.75)**. Subject to the terms of this Construction Contract, any Work performed or expenses incurred for which payment would result in a total exceeding the Contract Sum shall be at no cost to the Mayor and Council.

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

Section 3.02. Payment Procedures.

(a) Applications for Payment.

(i) The Contractor shall submit to the Project Manager an Application for Payment for all Work performed, including tasks and deliverables completed, and expenses incurred during the preceding month. The Application for Payment must be accompanied by supporting data and documents substantiating the Contractor's right to payment and reflecting a five percent (5%) retainage.

(ii) The Project Manager will independently review the Applications for Payment submitted by the Contractor to determine whether the Work performed and expenses incurred are in compliance with the provisions of the Contract Documents. Except as to any charges for Work performed or expenses incurred by the Contractor which are disputed by the City, the City will use its best efforts to cause the Contractor to be paid within thirty (30) days of receipt the Contractor's correct and undisputed Application for Payment. In the event any charges or expenses are disputed by the City, the original Application for Payment shall be returned by the City to the Contractor for correction and resubmission.

(iii) All Applications for Payment shall be forwarded to the following address:

Dan Stevens, Chief of Construction Management
Department of Public Works
City of Rockville
240-314-8552
dstevens@rockvillemd.gov

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

(v) *Payment to Subcontractor.*

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

B. The Mayor and Council may make or withhold progress payments pursuant to Paragraph 75 of the General Conditions and Instructions to Bidders in IFB #25-25, or as otherwise provided in IFB #25-25.

C. The Contractor shall promptly pay each subcontractor and supplier for work completed upon receipt of payment from the City the amount to which said subcontractor is entitled, reflecting any percentage retained from payments to the Contractor on account of each subcontractors work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make prompt payments to his subcontractors in a similar manner. The City shall be under no obligation to pay or to see to the payment of any moneys to any subcontractor except as may otherwise be required by law.

(b) Final Payment.

(i) Upon reaching Substantial Completion, the Contractor may submit a final Application for Final Payment pursuant to Paragraph 76 of the General Conditions and Instructions to Bidders in IFB #25-25.

(ii) Out of the amount representing the total of the final payment request the City shall deduct five (5%) percent, which shall be in addition to any and all other amounts which, under this Construction Contract, it is entitled or required to retain and shall hold said sum for a period of one hundred and twenty (120) Days after the date of acceptance of the Work by the City.

(iii) Within thirty (30) Days after the approval of the final payment request, the City will pay to the Contractor the amount remaining after deducting from the total amount of the final estimate all such sums as have hereto before been paid to the Contractor under the provision of the Contract and also such amounts as the City has or may be authorized under the Contract to reserve or retain.

(iv) Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Project Manager:

A. An affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the City or his property might in any way be responsible, have been paid;

B. Consent of surety to final payment;

C. If requested, data establishing payment or satisfaction of obligations, such as receipt, release and waivers of liens arising out of the Contract; and

D. All punch list items are completed to the satisfaction of the Project Manager.

(v) If any subcontractor refuses to furnish a release or waiver of liens required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney fees.

(vi) All guarantees and warranties required by this Construction Contract shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made.

(vii) Acceptance by the Contractor of final payment shall operate as a release to the Mayor and Council and every officer and agent thereof, from all claims and liabilities to the Contractor for anything done or furnished or relating to the work under the Contract Documents.

(c) Release of Retainage. Upon the expiration of one hundred and twenty (120) Days succeeding the date of the City's acceptance of the Work, the City will pay to the Contractor all sums reserved or retained, less such amount as it may be empowered under the provisions of the Contract to retain.

Section 3.03. Waiver. Payment to the Contractor for Work performed and expenses incurred for pursuant to this Construction Contract shall not be deemed to waive defects in the Work performed by the Contractor.

Section 3.04. Errors and Omissions. The Contractor is solely responsible for costs, including, but not limited to, increases in the cost of performing the Work, arising from or caused by the

Contractor's errors and omissions, as applicable, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

End of Article III

ARTICLE IV. CONTRACTOR COVENANTS AND OBLIGATIONS

Section 4.01. Contractor Qualifications. The Contractor covenants that it, its employees, agents and subcontractors, if any, have and shall maintain during the term of this Construction Contract all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Work for the Project.

Section 4.02. Standard of Care. The Contractor covenants that the Work shall be performed by qualified, experienced and well-supervised personnel. All services performed in connection with this Construction Contract shall be performed in a manner consistent with the standard of care under Maryland law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project.

Section 4.03. Compliance with Law. The Contractor covenants that it shall keep itself informed concerning and shall perform all Work for the Project in accordance with all ordinances, resolutions, rules, and regulations of the City and any applicable Federal, State of Maryland or Montgomery County, Maryland laws and regulations in effect at the time the Work is performed.

Section 4.04. Licenses, Permits, Fees and Assessments. The Contractor covenants that it shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Work required under the Contract Documents. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work required under the Contract Documents, and shall indemnify, defend and hold harmless the City, its officers, employees or agents of the City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the City.

Section 4.05. Conflict of Interest. The Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder the Contractor's performance of Work for the Project. The Contractor further covenants that in the performance of the Work, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. The Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Construction Contract. The Contractor further covenants that, in the performance of this Construction Contract, it will not employ subcontractors or other persons or parties having such an interest. The Contractor certifies that no person who has or will have any financial interest under this Construction Contract is a member, officer or employee of the City; this provision will be interpreted in accordance with the applicable provisions of the Rockville City Code, as amended from time to time. The Contractor agrees to notify the City Manager or designee if any conflict arises.

Section 4.06. Compliance with ADA. The Contractor covenants and agrees that pursuant to the Americans with Disabilities Act of 1990, as amended (the "ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or

subcontractor, are required to be accessible to the disabled public. The Contractor will perform the Work specified in this Construction Contract in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. The Contractor will not discriminate against persons with disabilities in the performance of the Work for the Project, benefits or activities provided under the Contract Documents.

End of Article IV

ARTICLE V. RECORDS, REPORTS, AUDIT, AND RELEASE OF INFORMATION

Section 5.01. Records. The Contractor shall keep and require its subcontractors, if any, to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, records, reports, studies, documents or other information relating to the disbursements charged to City and Work performed hereunder (the “**Books and Records**”), as shall be necessary to enable the Project Manager to evaluate the performance of the Work. All such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City Manager and his designee shall have full and free access to such Books and Records at all times during normal business hours of the City of Rockville, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of five (5) years following Final Completion of the Project, and the City shall have access to such records in the event any audit is required. In the event of dissolution of the Contractor’s business, custody of the Books and Records shall be given to City, and access may be provided by the Contractor’s successor in interest.

Section 5.02. Reports. The Contractor shall periodically prepare and submit to the Project Manager such reports concerning the Work as the Project Manager shall require. The Contractor hereby acknowledges that the Final Completion of the Project is a priority for the City. For this reason, the Contractor agrees that if the Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work, the Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

Section 5.03. Right to Audit. The City retains the right to review and audit, and the reasonable right of access to the Contractor's and any Subcontractor's premises, to review and audit the Contractor 's or Subcontractor's compliance with the provisions of the Contract Documents (the “**City's Audit Right**”). The City's Audit Right includes the right to inspect, photocopy, and retain copies of the Books and Records, outside of the Contractor 's premises if deemed necessary by the City in its sole discretion. The City shall keep these Books and Records confidential to the extent permitted by law.

Section 5.04. Confidentiality and Release of Information.

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

(b) The Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under the Contract

Documents. Response to a subpoena or court order shall not be considered "voluntary" provided the Contractor gives City notice of such court order or subpoena.

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

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

End of Article V

**ARTICLE VI.
INSURANCE AND INDEMNIFICATION**

Section 6.01. Insurance Requirement.

(a) Prior to execution of this Construction Contract by the City, the Contractor must obtain, at its sole cost and expense, and keep in force and effect during the term of this Construction Contract, including all extensions, an insurance policy meeting the requirements of Section III: Special Terms and Conditions of IFB #25-25, as evidenced at the time of the execution of this Construction Contract by a certificate of insurance provided to the Risk Manager for the City of Rockville (the “**Risk Manager**”).

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

Section 6.02. Indemnification. To the full extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Mayor and Council and its appointed officers, employees and agents against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “**Claims or Liabilities**”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of the Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Contractor is legally liable (“**Indemnors**”), or arising from the Contractor’s reckless or willful misconduct, or arising from the Contractor’s Indemnors’ negligent performance of or failure to perform any term, provision, covenant or condition under the Contract Documents, and in connection therewith:

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

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

(c) In the event the Mayor and Council, its appointed officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of the Contractor hereunder, the Contractor agrees to pay to the Mayor and Council, its appointed officers, agents or employees, any and all costs and

expenses incurred by the Mayor and Council, its appointed officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

The Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so the Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of the Contractor in the performance of services hereunder. The provisions of this Section do not apply to Claims or Liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Contractor and shall survive termination of this Construction Contract.

Section 6.03. Sufficiency of Insurer or Surety. Insurance or bonds required by the Contract Documents shall be satisfactory only if issued by companies qualified to do business in Maryland, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager due to unique circumstances. If this Construction Contract continues for more than 3 years duration, or in the event the Risk Manager determines that the Work to be performed under the Contract Documents creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond (if any) may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Manager within 10 days of receipt of notice from the Risk Manager.

End of Article VI

ARTICLE VII.
REPRESENTATIONS AND WARRANTIES; CERTIFICATION

Section 7.01. Contractor's Representations. As a material inducement to the Mayor and Council's entry into this Construction Contract, the Contractor hereby (i) makes the following representations and warranties to the Mayor and Council, as of the Effective Date, (ii) covenants that until the expiration or earlier termination of this Construction Contract, upon learning of any fact or condition which would cause any of the warranties and representations in this Construction Contract not to be true, the Contractor shall immediately give written notice of such fact or condition to the Mayor and Council, (iii) acknowledges that the Mayor and Council shall rely upon the Contractor's representations made herein notwithstanding any investigation made by or on behalf of the Mayor and Council, and (iv) agrees that such representations and warranties shall survive termination of this Construction Contract:

(a) Organization. The Contractor is a duly organized and validly existing corporation and is in good standing under the laws of the State of Maryland and has the power and authority to carry on its business in the State of Maryland.

(b) Authority of the Contractor. The Contractor has full power and authority to execute and deliver this Construction Contract, to execute and deliver the Contract Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Construction Contract, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Construction Contract and the other Contract Documents and all other documents or instruments executed and delivered or to be executed and delivered pursuant to this Construction Contract have been (to the extent scheduled to be delivered as of the date hereof) or will be (to the extent scheduled to be delivered subsequent to the date hereof) executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Contractor, and all actions required under the Contractor's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Construction Contract and the other Contract Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Construction Contract, have been or will be duly taken prior to delivery of each document or instrument.

(d) Valid Binding Agreements. This Construction Contract and the other Contract Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Construction Contract constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the Contractor enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Construction Contract and the other Contract Documents or any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Construction Contract, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any

court, board, commission or agency whatsoever binding on the Contractor, or any provision of the organizational documents of the Contractor, or will materially conflict with or constitute a material breach of or a material default under any agreement to which Contractor is a party.

(f) Compliance with Laws; Consents and Approvals. The Contractor shall comply with all applicable laws, ordinances, rules and regulations of the federal government, the State of Maryland, Montgomery County, Maryland, and the City of Rockville, and shall comply with all applicable directions, rules and regulations of the fire marshal, health officers, building inspectors and other officers of any such government or agency.

(g) No Pending Litigation, Etc. Neither Contractor nor any principal (or beneficiary) of Contractor is subject to any pending, threatened or current litigation, merger or acquisition, corporate or other restructuring or financial oversight.

(h) No Bankruptcy, Insolvency. Neither Contractor nor any of Contractor's principals (or beneficiaries) is currently subject to any voluntary or involuntary bankruptcy or other insolvency, reorganization, bankruptcy, receivership or other similar proceeding, Contractor has no knowledge of any of the same pending or being imminent, none of such parties have been subject to any of the same at any time during the 10 year period immediately preceding the Effective Date, and Contractor has not made an assignment for the benefit of its creditors.

(i) No Violation of Order, Etc. Contractor is not in violation of any order, decree or judgment arising out of, connected with or otherwise related to the design, construction, operation or management of any facility, building, project or system.

(j) Acquisition of Original Bidder. Contractor is the successor in interest to ARRC, LLC, a/k/a Aquatic Resources Restoration Company, following a merger of companies effective October 4, 2025, whereby Contractor assumed all of ARRC's rights, duties, and obligations, including substitution of Contractor in place of ARRC as the principal on the bid, performance, and payment bond requirements herein, and represents that it has the background, knowledge, experience and expertise to perform the obligations set forth in the Contract Documents.

Section 7.02. Contractor's Certifications. The Contractor certifies to the Mayor and Council that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this Construction Contract. For the purposes of this Section 7.02: **"corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in this Construction Contract execution; **"fraudulent practice"** means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of the Mayor and Council, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive the Mayor and Council of the benefits of free and open competition; **"collusive practice"** means a scheme or arrangement between two or more bidders, with or without the knowledge of the Mayor and Council or City of Rockville staff, a purpose of which is to establish bid prices at artificial, non-competitive levels; and **"coercive practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of this Construction Contract.

End of Article VII

ARTICLE VIII. DEFAULTS AND REMEDIES

Section 8.01. Default.

(a) Notice of Default. In the event that the Mayor and Council determines, in its sole discretion, that Contractor has failed or refused to perform any of the obligations set forth in the Contract Documents, or is in breach of any provision of the Contract Documents, the City Manager may give written notice of default to the Contractor in the manner specified for the giving of notices in the Construction Contract, with a copy to Contractor's performance bond surety.

(b) Opportunity to Cure. Except for emergencies, the Contractor shall cure any default in performance of its obligations under the Contract Documents within five (5) Working Days (or such shorter time as the City Manager may reasonably require) after receipt of written notice. However, if the breach cannot be reasonably cured within such time, the Contractor will commence to cure the breach within five (5) Working Days (or such shorter time as the City Manager may reasonably require) and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) Working Days after receipt of such written notice.

Section 8.02. Mayor and Council's Rights and Remedies.

(a) Remedies Upon Default. If the Contractor fails to cure any default of this Construction Contract within the time period set forth above in Section 8.01, then the Mayor and Council may pursue any remedies available under law or equity, including, without limitation, the following:

(i) *Delete Certain Services.* The Mayor and Council may, without terminating the Construction Contract, delete certain portions of the Work, reserving to itself all rights to Losses related thereto.

(ii) *Perform and Withhold.* The Mayor and Council may, without terminating the Construction Contract, engage others to perform the Work or portion of the Work that has not been adequately performed by the Contractor and withhold the cost thereof to the Mayor and Council from future payments to the Contractor, reserving to itself all rights to Losses related thereto.

(iii) *Suspend the Construction Contract.* The Mayor and Council may, without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, suspend all or any portion of this Construction Contract for as long a period of time as the Mayor and Council determines, in its sole discretion, appropriate, in which event the Mayor and Council shall have no obligation to adjust the Contract Sum or Contract Time, and shall have no liability to the Contractor for damages if the Mayor and Council directs Contractor to resume Work.

(iv) *Terminate the Construction Contract for Default.* The Mayor and Council shall have the right to terminate this Construction Contract, in whole or in part, upon the failure of

Contractor to promptly cure any default as required by Section 8.01. The Mayor and Council's election to terminate this Construction Contract for default shall be communicated by giving the Contractor a written notice of termination in the manner specified for the giving of notices in the Construction Contract. Any notice of termination given to the Contractor by the Mayor and Council shall be effective immediately, unless otherwise provided therein.

(v) *Invoke the Performance Bond.* The Mayor and Council may, with or without terminating the Construction Contract and reserving to itself all rights to Losses related thereto, exercise its rights under the Performance Bond.

(vi) *Additional Provisions.* All of the Mayor and Council's rights and remedies under this Construction Contract are cumulative and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as material shall not waive the Mayor and Council's authority to designate other breaches as material nor limit the Mayor and Council's right to terminate this Construction Contract or prevent the Mayor and Council from terminating the Contract Documents for breaches that are not material. The Mayor and Council's determination of whether there has been noncompliance with the Construction Contract so as to warrant exercise by the Mayor and Council of its rights and remedies for default under this Construction Contract, shall be binding on all Parties. No termination or action taken by the Mayor and Council after such termination shall prejudice any other rights or remedies of the Mayor and Council provided by law or equity or by the Contract Documents upon such termination; and the Mayor and Council may proceed against the Contractor to recover all liquidated damages and Losses suffered by the Mayor and Council.

(b) Delays by Sureties. Time being of the essence in the performance of the Work, if the Contractor's surety fails to arrange for completion of the Work in accordance with the Performance Bond, within seven (7) Days from the date of the notice of termination, the Contractor's surety shall be deemed to have waived its right to complete the Work under this Construction Contract, and the Mayor and Council may immediately make arrangements for the completion of the Work through use of its own forces, by hiring a replacement contractor, or by any other means that the Mayor and Council determines advisable under the circumstances. The Contractor and its surety shall be jointly and severally liable for any additional cost incurred by the Mayor and Council to complete the Work following termination. In addition, the Mayor and Council shall have the right to use any materials, supplies, and equipment belonging to the Contractor and located at the Site for the purposes of completing the remaining Work.

(c) Damages to Mayor and Council.

(i) *For Contractor's Default.* The Mayor and Council will be entitled to recovery of all Losses under law or equity in the event of the Contractor's default under the Contract Documents.

(ii) *Compensation for Losses.* In the event that the Mayor and Council's Losses arise from the Contractor's default under the Contract Documents, the Mayor and Council shall be entitled to deduct the cost of such Losses from monies otherwise payable to the Contractor. If the Losses incurred by the Mayor and Council exceed the amount payable, the Contractor shall be

liable to the Mayor and Council for the difference and shall promptly remit same to the Mayor and Council.

(d) Suspension by Mayor and Council.

(i) *Suspension for Convenience.* The Mayor and Council may, at any time and from time to time, without cause, order the Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time. The order shall be specifically identified as a Suspension Order by the Mayor and Council. Upon receipt of a Suspension Order, the Contractor shall, at the Mayor and Council's expense, comply with the order and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order. During the Suspension or extension of the Suspension, if any, the Mayor and Council shall either cancel the Suspension Order or, by Change Order, delete the Work covered by the Suspension Order. If a Suspension Order is canceled or expires, the Contractor shall resume and continue with the Work. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. A Suspension Order shall not be the exclusive method for the Mayor and Council to stop the Work.

(ii) *Suspension for Cause.* In addition to all other remedies available to the Mayor and Council, if the Contractor fails to perform or correct work in accordance with the Contract Documents, the Mayor and Council may immediately order the Work, or any portion thereof, suspended until the cause for the suspension has been eliminated to the Mayor and Council's satisfaction. The Contractor shall not be entitled to an increase in Contract Time or Contract Sum for a suspension occasioned by the Contractor's failure to comply with the Contract Documents. The Mayor and Council's right to suspend the Work shall not give rise to a duty to suspend the Work, and the Mayor and Council's failure to suspend the Work shall not constitute a defense to the Contractor's failure to comply with the requirements of the Contract Documents.

(e) Termination Without Cause. The Mayor and Council may, at its sole discretion and without cause, terminate this Construction Contract in part or in whole upon written notice to the Contractor. The termination is effective ten (10) Days after the notice is issued, unless a different time is given in the notice. The compensation allowed under this Section 8.02(e) shall be the Contractor's sole and exclusive compensation for such termination, and the Contractor waives any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind resulting from termination without cause. Termination pursuant to this provision does not relieve the Contractor or its sureties from any of their obligations for Losses arising from or related to the Work performed by the Contractor.

(i) *Compensation.* Following such termination and within forty-five (45) Days after receipt of a billing from the Contractor seeking payment of sums authorized by this Paragraph 8.02(e)1., the Mayor and Council shall pay the following to the Contractor as Contractor's sole compensation for performance of the Work:

A. For Work Performed. The amount of the Contract Sum allocable to the portion of the Work properly performed by the Contractor as of the date of termination, less sums previously paid to Contractor.

B. For Close-out Costs. Reasonable costs of the Contractor and its Subcontractors: (i) Demobilizing and (ii) Administering the close-out of its participation in the Project (including, without limitation, all billing and accounting functions, not including attorney or expert fees) for a period of no longer than thirty (30) Days after receipt of the notice of termination.

C. For Fabricated Items. Previously unpaid cost of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.

D. Profit Allowance. An allowance for profit calculated as four percent (4%) of the sum of the above items, provided Contractor can prove a likelihood that it would have made a profit if the Construction Contract had not been terminated.

(ii) *Subcontractors*. The Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Construction Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor against City under this Section.

(f) Loss of Federal or State Funding. In the event federal or state funding used to pay for the Work under this Construction Contract is reduced, withdrawn, frozen or otherwise cannot be made in full, this Construction Contract shall automatically terminate, unless both Parties agree to a modification of the obligations under this Construction Contract. The effective date of such termination shall be ninety (90) Days after the Contractor receives written notice of the reduction in payment, unless available funds are insufficient to continue payments in full during the ninety (90) Day period. A reduction in federal or state funding does not reduce monies due and owing to the Contractor on or before the effective date of the termination of the Agreement.

(g) Contractor's Duties Upon Termination. Upon receipt of a notice of termination pursuant to this Section 8.02, the Contractor shall, unless the notice directs otherwise, do the following:

- (i) Immediately discontinue the Work to the extent specified in the notice;
- (ii) Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work that is not discontinued;
- (iii) Provide to the Mayor and Council a description in writing, no later than fifteen (15) Days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the

subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as the Mayor and Council may determine necessary in order to decide whether to accept assignment of or request the Contractor to terminate the subcontract, purchase order or contract;

(iv) Promptly assign to the Mayor and Council those subcontracts, purchase orders or contracts, or portions thereof, that the Mayor and Council elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that the Mayor and Council does not elect to accept by assignment; and

(v) Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon termination, whether for cause or for convenience, the provisions of the Contract Documents remain in effect as to any claim, indemnity obligation, warranties, guarantees, submittals of as-built drawings, instructions, or manuals, or other such rights and obligations arising prior to the termination date.

Section 8.03. Contractor's Rights and Remedies.

(a) Contractor's Remedies. Contractor may terminate this Construction Contract only upon the occurrence of one of the following:

1. *For Work Stoppage.* The Work is stopped for sixty (60) consecutive Days, through no act or fault of the Contractor, any subcontractor, or any employee or agent of the Contractor or any subcontractor, due to issuance of an order of a court or other public authority other than the Mayor and Council having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable. This provision shall not apply to any work stoppage resulting from the Mayor and Council's issuance of a suspension notice issued either for cause or for convenience.

2. *For Mayor and Council's Non-Payment.* If the Mayor and Council does not pay the Contractor undisputed sums within ninety (90) Days after receipt of notice from the Contractor, the Contractor may terminate this Construction Contract (30) Days following a second notice to the Mayor and Council of the Contractor's intention to terminate the Construction Contract.

(b) Damages to Contractor. In the event of termination for cause by the Contractor, the Mayor and Council shall pay the Contractor the sums provided for in Paragraph 8.02(e)1 above. Contractor agrees to accept such sums as its sole and exclusive compensation and agrees to waive any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect and incidental damages, of any kind.

End of Article VIII

**ARTICLE IX.
MISCELLANEOUS PROVISIONS**

Section 9.01. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Contractor 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: Robert E. Dawson, City Attorney

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

Department of Public Works
111 Maryland Avenue
Rockville, Maryland 20850
Attn: James Woods, Interim Director

To the Contractor: Nathan Irwin, Environmental Site Vice President
Kinsley Construction, LLC
1110 E. Princess Street
York, PA 17403

With copies to:

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) Working Day after delivery by such service. Notices mailed shall be deemed effective on the

third (3rd) Working 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.

The Parties' respective contacts for emergencies are as follows:

City of Rockville
Diron H. Baker
Senior Civil Engineer, Construction
Office: 240-314-8533
dbaker@rockvillemd.gov

Kinsley Construction, LLC
Nathan Irwin,
Environmental Site Vice President
717-451-7595
nirwin@kinsleyconstruction.com

Section 9.02. Relationship of Parties. The provisions of this Construction Contract 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 the Construction Contract.

Section 9.03. Interpretation. The terms of the Construction Contract 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 the Construction Contract 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 the Construction Contract.

Section 9.04. 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 Contractor in the event of any default or breach by the Mayor and Council or for any amount which may become due to the Contractor or its respective successors or assigns or on any obligation under the terms of the Construction Contract.

Section 9.05. No Third-Party Beneficiaries. No provision of the Construction Contract 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 9.06. Parties Bound. Except as otherwise limited herein, the provisions of the Construction Contract shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns.

Section 9.07. Severability. If any term, provision, covenant, or condition of the Construction Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Construction Contract shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of the Construction Contract. In the event that all or any portion of the Construction Contract is found to be unenforceable, the Construction Contract 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 the Construction Contract or that portion which is found to be unenforceable.

Section 9.08. Prohibition Against Transfers. The Mayor and Council is entering into this Construction Contract in reliance upon the stated experience and qualifications of the Contractor and its subcontractors set forth in the ARRC Bid. Accordingly, Contractor shall not assign, hypothecate, or transfer this Construction Contract or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of the Mayor and Council. Any assignment, hypothecation, or transfer without said consent shall be null and void and shall be deemed a substantial breach of contract and grounds for default in addition to any other legal or equitable remedy available to the Mayor and Council.

The sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of the Contractor that shall result in changing the control of Contractor, shall be construed as an assignment of this Construction Contract. Control means more than fifty percent (50%) of the voting power of the corporation or other entity.

Section 9.09. Governing Law. The Construction Contract and all other Contract Documents are entered into and shall be construed in accordance with and governed by the laws of the State of Maryland without regard to choice-of-law rules. The Parties consent to the jurisdiction and venue of the Circuit Court for Montgomery County, Maryland.

Section 9.10. Tax Exemption. The City is exempt from the payment of any federal excise or any Maryland sales tax.

Section 9.11. Local Government. Notwithstanding anything herein contained to the contrary, Contractor acknowledges the Mayor and Council is a political subdivision and its obligations hereunder are given only to the extent permitted by applicable law, contingent upon the appropriation and encumbrance of funding, and subject to the notice requirements and damages limitations stated in applicable law, including, but not limited to, the Local Government Tort Claims Act, Md. Code Ann., Ct & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.), as amended from time to time.

Section 9.12. Construction Documents. All Construction Documents referred to in the Construction Contract are by such references fully incorporated herein.

Section 9.13. Entire Agreement, Waivers and Amendments. The Construction Contract 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 Project and the Work. All waivers of the provisions of the Construction Contract 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 9.14. Time of the Essence. Time is of the essence in the performance of the Construction Contract.

Section 9.15. Language Construction. The language of each and all paragraphs, terms and/or provisions of the Construction Contract, 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 the Construction Contract.

Section 9.16. Counterparts. The Construction Contract 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 9.17. Electronic Signatures. This Construction Contract may be executed by electronic signature, which will be construed as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g., via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as DocuSign or Adobe Sign.

Section 9.18. No Waiver of Sovereign Immunity by Mayor and Council. Notwithstanding any other provisions of the Construction Contract to the contrary, nothing in the Construction Contract nor any action taken by the Mayor and Council pursuant to the Construction Contract nor any document which arises out of the Construction Contract 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 9.19. Grant Funding. Funding for this Construction Contract is being provided by a grant agreement between the Mayor and Council and the State of Maryland. The Mayor and Council’s obligations under the Construction Contract are subject to the timely disbursement of such grant funds, as described in Section 8.02(f).

Section 9.20. Contract Disputes. Any dispute concerning the interpretation of this Construction Contract shall be resolved pursuant to Section 17-173 of the Rockville City Code. Pending final adjudication of such dispute, the Contractor shall proceed diligently with performance of the Work pursuant to this Construction Contract.

Section 9.21 Design Errors or Omissions. The Contractor acknowledges that prior to executing this Construction Contract, the Contractor reviewed the drawings, specifications and other Contract Documents and have notified the City of any errors, omissions, or discrepancies in the documents of which it was aware. Contractor shall not make or be entitled to any claim for any adjustment to the Contract Time or the Contract Sum for errors or omissions in the Construction Documents that Contractor discovered or, in the exercise of its standard of care as a contractor and not as a design professional, should reasonably have discovered using ordinary diligence, and did not bring to the attention of the City in a timely manner.

Section 9.22 Differing Site Conditions.

(a) The Contractor shall promptly, and before such conditions are disturbed, give a written notice to the Project Manager of (1) subsurface or latent physical conditions at the site

which differ materially from those indicated in this Construction Contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Construction Contract.

(b) The Project Manager shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this Construction Contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this Construction Contract and the Construction Contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the Construction Contract under this clause shall be allowed, unless the Contractor has given the written notice required; *provided*, that the time prescribed in (a) above for giving written notice may be extended by the Project Manager.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this Construction Contract.

End of Article IX

(Signature pages to follow)

IN WITNESS WHEREOF, the Mayor and Council and the Contractor have each executed, or caused to be duly executed, this Construction Contract, 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

Robert E. Dawson, City Attorney

By: _____
Jeff Mihelich, City Manager

CONTRACTOR

Kinsley Construction, LLC, a Pennsylvania
limited liability company

By: _____

Nathan Irwin
Environmental Site Vice President
Kinsley Construction, LLC
1110 E. Princess Street
York, PA 17403

Stream Restoration: Croydon Creek/Calvin Park Tributary (SB16)



Description: This project designs and constructs stream restoration at Croydon Creek and the Calvin Park Tributary to Rock Creek. These streams have highly eroded stream banks that are significant sources of sediment. Large sediment sources reduce water quality within the watershed and ultimately the Chesapeake Bay. This project also designs and constructs a park access path enhancement.

Changes from Previous Year: Design completion shifted from FY 2024 to FY 2025.

Current Project Appropriations

Prior Appropriations:	5,913,265
Less Expended as of 4/15/25:	558,970
Total Carryover:	5,354,295
New Funding:	-
Total FY 2026 Appropriations:	5,354,295

Guiding Principle: Stewardship of the Env. and Infrastructure

Mandate/Plan: Climate Action Plan; NPDES Permit; 2013 Rock Creek Watershed Assessment and Management Plan; 2010 Chesapeake Bay TMDL; Comprehensive Plan; 1972 Clean Water Act

Anticipated Project Outcome: Stabilization of eroding stream banks and reduction in TMDL pollutant loads.

Project Timeline and Total Cost by Type: The construction cost estimate increased due to additional required stream restoration, park trail improvements, and construction administration funding. Project timeline shifted due to the involvement of a historically significant dam, and to accommodate the recognition of a \$2 million grant.

Type	Estimated Start		Estimated Completion		Estimated Cost			
	Original	Current	Original	Current	Original	Current	\$ Change	% Change
Planning / Design	FY 2017	FY 2017	FY 2019	FY 2025	636,000	566,865	(69,135)	-11%
Construction	FY 2019	FY 2025	FY 2020	FY 2027	3,192,000	5,346,400	2,154,400	67%
Other	-	-	-	-	-	-	-	-
Project Total (\$):					3,828,000	5,913,265	2,085,265	54%

Project Funding: This project is fully funded. A construction grant from the Chesapeake & Atlantic Coastal Bays Trust Fund in the amount of \$2 million was recognized and added to this project during FY 2023.

Source	Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future	Total
Paygo (Cap)	100,000	-	-	-	-	-	-	100,000
Paygo (SWM)	1,243,265	-	-	-	-	-	-	1,243,265
Bonds (SWM)	2,570,000	-	-	-	-	-	-	2,570,000
Grants (SWM)	2,000,000	-	-	-	-	-	-	2,000,000
Total Funded (\$)	5,913,265	-	-	-	-	-	-	5,913,265
Unfunded (SWM)	-	-	-	-	-	-	-	-
Total w/Unfunded (\$)	5,913,265	-	-	-	-	-	-	5,913,265

Operating Cost Impact: Five years, starting in FY 2028, of post-restoration stream stability monitoring as required by U.S. Army Corps of Engineers.

Fund	Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Future	Total
SWM	-	-	-	51,000	-	-	-	51,000

Project Manager: Diron H. Baker, Senior Civil Engineer, 240-314-8533.

Notes: This project first appeared in the FY 2016 CIP. FY 2026 work includes ongoing construction.



MAYOR AND COUNCIL Meeting Date: December 15, 2025
Agenda Item Type: CONSENT
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: SARA TAYLOR-FERRELL

Subject

Approval of Minutes

Recommendation

Staff recommends the Mayor and Council approve the following minutes:

December 1, 2025 (Meeting No. 29-25)

Attachments



MAYOR AND COUNCIL Meeting Date: December 15, 2025

Agenda Item Type: ADOPTION

Department: CPDS - MANAGEMENT & SUPPORT

Responsible Staff: MANISHA TEWARI

Subject

Approval of a Resolution to Designate the Rockville Metro Station and the Surrounding Area as a Maryland Transit-Oriented Development (TOD) Site.

Department

CPDS - Management & Support

Recommendation

Staff recommends that the Mayor and Council authorize the filing of the TOD application and approve the attached resolution.

Discussion

Background:

The State Transit-Oriented Development (TOD) Designation program was established in 2008 and is designed to encourage the implementation of dense, mixed-use development in a ½ mile around a transit station. The Moore-Miller 2024 State Plan highlights TOD as an important tool in tackling the affordable housing shortage and leveraging infrastructure to bolster inclusive economic growth. The Maryland Department of Transportation (MDOT) actively promotes TOD as an approach to help increase transit ridership, support economic development, and maximize the efficient use of transportation infrastructure.

Proposed designation of Rockville Metro Station and the surrounding area as a TOD site:

Staff recommends Rockville Metro Station for designation as a Maryland Transit-Oriented Development (TOD) site, given its competitive advantages not found at other stations. In addition to WMATA's Red Line, the Rockville Metro Station also serves MARC and Amtrak trains. A variety of bus routes operated by WMATA and Ride On serve the Rockville Metro Station. Since 2013, Montgomery County has planned to construct Bus Rapid Transit (BRT) routes along MD355 (Hungerford Drive and Rockville Pike) and MD586 (Veirs Mill Road) as a part of a larger envisioned countywide BRT network. Both routes intersect in Rockville at the Metro station. The Veirs Mill BRT is currently at 95% design and the MD355 BRT is at 35% design. The County intends to secure construction funding for the Viers Mill BRT through the Federal Transit Administration (FTA)'s Capital Investment Grant Small Starts program, and for the MD 355 BRT through the FTA's Capital Investment Grant New Starts program. Both projects have been granted entry into their respective Capital Investment Grant programs.

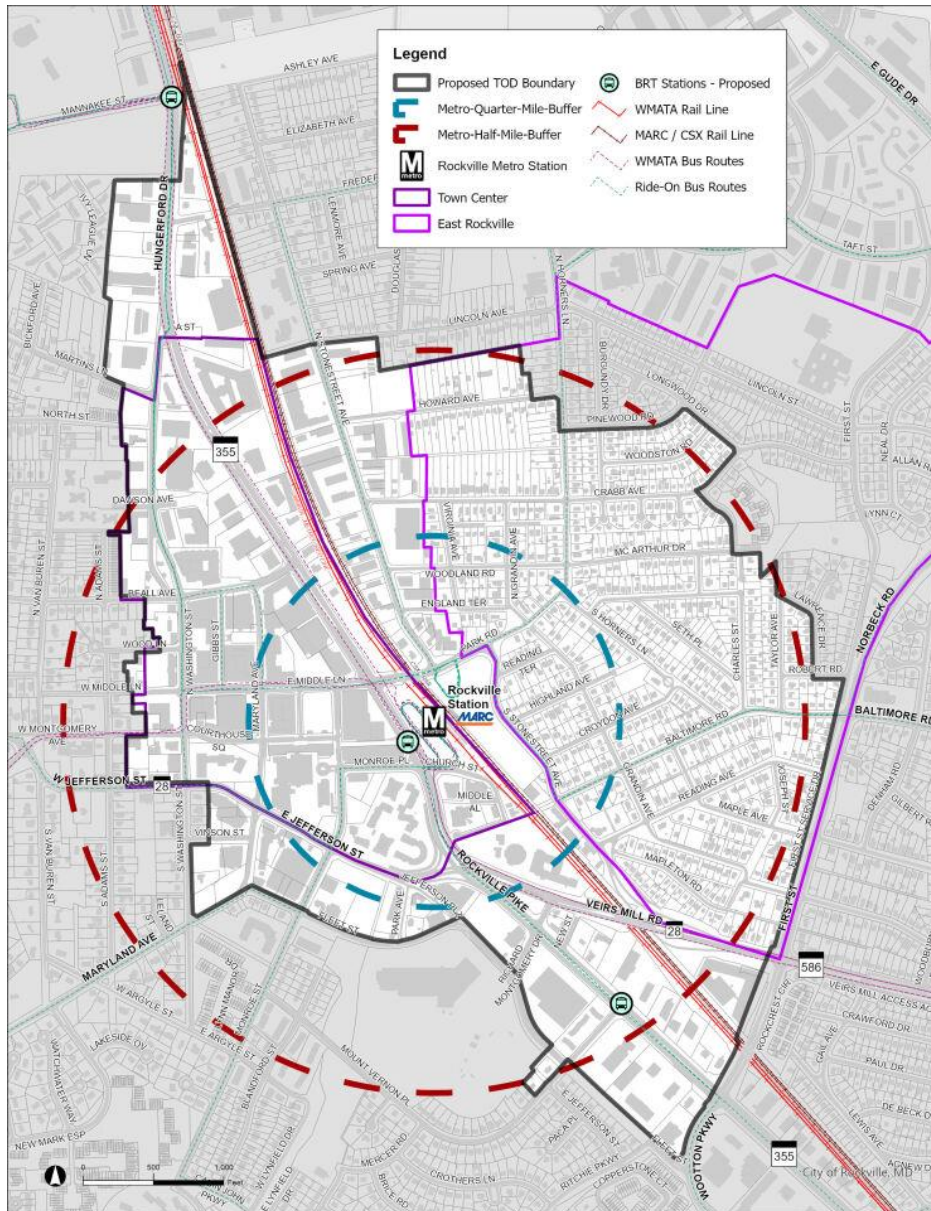
Additional information on the Montgomery County 2026 budget document for both BRT's can be found below at the following links:

https://www.montgomerycountymd.gov/OMB/Resources/Files/omb/pdfs/fy26/cip_pdf/P501913.pdf


https://www.montgomerycountymd.gov/OMB/Resources/Files/omb/pdfs/fy26/cip_pdf/P502005.pdf

Per State guidelines, Transit-oriented development generally refers to dense, mixed-use development in the ½ mile radius around a transit station. The area proposed for TOD designation is shown below in Figure 1 and included as Exhibit A in the resolution (Attachment 1). The area is proximate to several forms of public transportation and includes most properties in the City's [Town Center Master Plan](#) and a part of the [East Rockville Planning Area](#) (Planning Area 2). In consultation with MDOT, staff identified additional properties outside the ½ mile radius of Rockville Metro Station to include in the proposed designation area to potentially avail of the benefits that come with the State designation, such as the potential to access funds for infrastructure improvements, including bikeways and sidewalks connecting Town Center to Montgomery College, to encourage walking and bicycling by residents, employees and others

Figure 1 – Proposed TOD designation area



Rockville Metro Station Concept Plan - On December 6, 2024, the Mayor and Council approved a resolution for a concept design plan for Rockville Metro Station, with a mixed-use development of 1,180 residential units, retail and other amenities that serve as a gateway to Rockville and a central point between various transit services (Attachment 2). The concept plan provides clear guidelines and a path for WMATA and a future potential developer to move forward. As a result, the [WMATA Joint Development work plan](#), released in June 2025, notes that there is interest in moving forward with joint development planning at the station in the near term. The Joint Development Plan notes that to facilitate the implementation of the project, Rockville must identify funding for the train hall as proposed in the concept design. The Mayor and Council also directed staff to identify funding sources for the vision in the concept design that treats the extension of the pedestrian bridge as an add-on option over the station platform (eliminating the up and down movements that currently exist).

<div> <div>Joint Development Work Plan (Station-Specific Actions)</div> <div>June 2025</div> <div>  </div> </div>				
Station	Prioritization Grouping	Completed Actions (2022-2024)	Near-Term Actions (2025-2028)	Mid-Term Actions (2029-2032)
North Bethesda (Parcel H – LCOR)	-	<ol style="list-style-type: none"> 1. Closed on ground lease. 2. Construction. 	<ol style="list-style-type: none"> 1. Delivery of residential development. 	
Rockville	2	<ol style="list-style-type: none"> 1. Mayor & Council endorsed Metro's joint development concept plan & approved Town Center Master Plans. 2. Completed Joint Development Planning Study. 	<ol style="list-style-type: none"> 1. Finalize transit facility requirements. 2. Conduct Compact Public Hearing to Amend the Mass Transit Plan. 3. City of Rockville to identify funding for train hall. 4. Coordinate with MCDOT on Viers Mill Rd BRT project. 5. Issue Joint Development Solicitation. 	<ol style="list-style-type: none"> 1. Execute Joint Development Agreement 2. Support development planning & entitlement activities; approve plans. 3. Construction.
Shady Grove	3	<ol style="list-style-type: none"> 1. Coordinated with Montgomery County and the City of Rockville on surrounding development opportunities. 	<ol style="list-style-type: none"> 1. Complete Joint Development Planning Study for the west side. 2. Transfer Metro Access Road to Montgomery County to support development. 	<ol style="list-style-type: none"> 1. Conduct a Compact Public Hearing to Amend Mass Transit Plan. 2. Issue a Joint Development Solicitation.
Silver Spring	3		<ol style="list-style-type: none"> 1. Complete Joint Development Planning Study 	<ol style="list-style-type: none"> 3. Issue a Joint Development Solicitation

Source: [2025-Workplan-Final.pdf](#) page 6

TOD designation is one way of facilitating access to State-provided resources, to accelerate development at the Rockville Metro Station.

Rockville’s Mayor and Council adopted the [Town Center Master Plan in January of 2025](#) (TCMP), which constitutes a major part of TOD designation. One of the goals of the TCMP is to target the area for new higher-density development to reach 3,000 new residential units by 2040. The Plan reimagines the surface parking lots as high-intensity mixed-use development to support the City’s land use and development goals.

Residential properties on the east side are included as a strategic and equitable approach to fostering affordable, walkable neighborhoods. Prioritizing development near transit ensures that new affordable housing units are not isolated but integrated into thriving, connected neighborhoods, creating long-term opportunities for residents to live, work, and thrive without dependence on personal vehicles.

Properties on the east side of the proposed TOD area are designated in a variety of mixed use and residential zonings, including RMD zones. The City’s Residential Medium Density (RMD) zones permit duplexes, small multi-unit dwellings with up to four units and townhouses as a matter of right. The RMD-Infill Zone has been implemented in single-family neighborhoods in close proximity to the Metro station on what had previously been single-family lots prior to rezoning. In addition, missing middle housing is possible in other RMD zones that allow for higher density on larger tracts near Metro. Additionally, as of April 9, 2024, attached accessory dwelling units (ADUs) are allowed to be constructed either within or as an addition to single-unit detached homes, if certain conditions are met. With the TOD designation, financing options for ADUs are likely to become more accessible.

The City's master plans and action plans provide direction and guidance to City staff to provide comprehensive pedestrian, bicycle, transit, and personal mobility options throughout the proposed TOD area.

Once approved, the designation is valid for 10 years and can be extended for another 10 years by applying for a renewal. City staff plans to also seek TOD designation for the Twinbrook Metro Station, and when annexed, the Shady Grove Metro Station.

Process for designation:

The process to apply for State TOD Designation requires the local jurisdiction to complete the [TOD Designated Application Form](#). The application asks for a local resolution in support of a state transit-oriented designation (Attachment 1). As a part of the application, the City needs to demonstrate that there is a deliberate plan for the TOD that addresses various categories, including land use, bike and pedestrian networks, housing goals, parking strategy, green infrastructure, and others. Attachment 3 is responses to the questions in the application, outlining strategies to address a TOD Plan in the designation area.

State TOD Designation benefits:

State TOD Designation comes with several benefits, including:

- Eligibility for MDOT's TOD Capital Grant and Revolving Loan Fund
- Sustainable Community Designation (to be eligible for Sustainable Communities incentives, the TOD site must also have an approved Sustainable Community plan)
- Projects located in State TODs receive additional points in competitive application rounds for Low Income Housing Tax Credits administered by DHCD
- State Procurement: When the Department of General Services (DGS) or MDOT uses a point system to evaluate proposals to lease or purchase office or laboratory space, additional points shall be awarded to proposals located within a State-designated TOD

In addition to the general benefits of TOD for Maryland, a State Designation of TOD may facilitate access to tools for planning and development. MDOT and other State agencies may be able to support more ready access to technical and financial tools to improve, facilitate, or accelerate project delivery. Types of assistance that may be available include:

Technical Assistance - Feasibility, Planning, and Market Studies may be supported. It may also be possible for MDOT to assist in addressing accessibility concerns (transit and roadway access or bike/ped connections) or with conducting pre-development activities.

Discretionary Program Funding - Where discretionary programs are identified as appropriate to site development needs, MDOT may be able to assist with developing applications, conducting cost-benefit analyses, or providing letters of support. Some projects may also be allocated additional points by virtue of their designation (or proximity to transit) in competitions for state funding programs.

Financing Tools - TOD designation is one way for local jurisdictions to gain access to more flexible terms in deploying Tax Increment Finance (TIF) to support TOD project outcomes. Special provisions associated with the Designation make it possible for local jurisdictions to

draw on a broader range of resources, including special revenues and support of the Maryland Economic Development Corporation, to help finance TOD infrastructure.

Below is a summary of the eligible activities and award limits that the City can apply in the proposed TOD area once the designation is approved:

Eligible Activities and Award Limits			
Applicant Type	Eligible Activities	Funding/Financing Options	Award Limits
Local Jurisdictions	Design Plans	Grant with 10% match)	Up to \$250,000
	Public Infrastructure Improvements (non-revenue generating)	Grant (10% match)	Up to \$750,000
	Public Infrastructure Improvements (revenue generating)	Loan	Up to \$1,000,000
Non-Profit/Private Developers (with local government co-applicant)	Gap Financing	Loan	Up to \$1,000,000

Note: More information on the Capital Grant and Revolving Loan Fund is available at the following links:
[Transit-Oriented Development \(TOD\) Capital Grant and Revolving Loan Fund - MDOT](#)
[Maryland Department of Transportation Launches Grant Program to Support Transit-Oriented Development Projects, Spur Economic Growth - MDOT](#)

Impact Statements

Equity

Once designated, the TOD program provides financial assistance to support equitable and inclusive development around Maryland transit stations, helping local governments and private partners enhance access to public transportation. Including properties within a half mile of transit stations is a strategic and equitable approach to fostering affordable, walkable neighborhoods.

Actions that work to further equity are integrated into the designation, such as facilitating the development of a variety of housing types, including ADUs and other affordable housing types, and improving connectivity and non-automotive transportation. By concentrating a variety of housing type developments in the area, the City will maximize the value of public investments in transit while reducing household transportation costs, a major driver of overall affordability. Census data shows that the proposed area has a high percentage of renters, primarily because a large number of multifamily units are located here. There is also a high percentage of residents with one or more disability, and walkability and a variety of transportation options

are critical for this population. TOD funding can be applied to infrastructure improvements that are accessible and available to all and constitute a public benefit.

Environment

This proposal relates to two actions within Rockville's Climate Action Plan:

- C-10: Work with WMATA, MDOT and Montgomery County to maximize transit accessibility and ridership and enhance mobility options.
- C-16: Implement the Comprehensive Plan to steer the densest development/redevelopment to mixed-use, transit-served locations, reduce VMT and emissions, and conserve/restore environmental areas.

Additionally, the WMATA Rockville Metro Station property is currently completely developed with impervious surface with minimal to no stormwater management. While the proposed development will consist largely of impervious surfaces, stormwater management features will be incorporated into the project, reducing water runoff from the existing condition. Walkable, transit-oriented communities not only expand access to jobs, education, and services but also reduce congestion and emissions, aligning with sustainability and climate goals. For these reasons, approval of this project plan is anticipated to have a positive impact on the environment in Rockville.

Economy

Access to the general benefits associated with the TOD designation and tools for planning and development will facilitate economic activity. Development of the surface parking lots at the WMATA property has the potential to transform Town Center into an economic magnet that will attract more investment.

Additionally, new housing developments will bring hundreds of new customers to Town Center's businesses, generating spin-off economic activity. Concentrating a variety of housing types near transit magnifies their impact, ensuring equitable access to mobility, opportunity, and economic security while demonstrating a long-term commitment to sustainable and inclusive neighborhood growth.

Mayor and Council History

This is the first time the Mayor and Council will review the agenda item.

Next Steps

After approval of the resolution by the Mayor and Council, staff will include the approved resolution in the application to MDOT for the purpose of designating Rockville Metro Station and the surrounding area as a Maryland Transit-Oriented Development (TOD) site.

Attachments

Resolution to approve TOD designation, M&C Resolution Approving Concept 1 Design for Rockville Metro Station, TOD Application Form - Questions and Responses, Rockville Metro TOD Designation Slides

Resolution No. ____

RESOLUTION: To approve Rockville Metro Station and surrounding properties with a Maryland Transit-Oriented Development (TOD) site

WHEREAS Title 7 of the Transportation Article of the Maryland Annotated Code allows for the designation of certain areas within the State of Maryland as transit-oriented development; and

WHEREAS, designation of an area as a transit-oriented development comes with several benefits, including:

- Eligibility to apply for MDOT's TOD Capital Grant and Revolving Loan Fund;
- Projects located in State TODs receive additional points in competitive application rounds for the Maryland Department of Housing and Community Development's (DHCD) Low Income Housing Tax Credit program;
- DGS awards additional points to sites located within State-designated TODs when evaluating requests for proposals to lease or purchase office or laboratory space; and
- Priority advocacy with MDOT and associate modes in supporting development.

WHEREAS, under Section 7-101(p) of the Transportation Article of the Maryland Annotated Code, designation of an area as a transit-oriented development requires the approval of the Maryland Sustainable Growth Subcabinet, and the “local government or multicounty agency with land use and planning responsibility for the relevant area applying for designation; and

WHEREAS the area surrounding the Rockville Metro Station as depicted in Exhibit A has the potential for a mix of private and public parking facilities, commercial and residential structures, and associated uses designed to encourage multimodal access to the Rockville Metro Station; and

WHEREAS, designating the area depicted in Exhibit A as a transit-oriented development aligns with the goals and objectives of the City of Rockville Comprehensive Plan to promote smart growth, increase transit ridership, support economic development, and maximize the efficient use of transportation infrastructure; and

WHEREAS, the City of Rockville has developed a plan and strategies, including proposed zoning changes and infrastructure improvements, to ensure that the proposed transit-oriented development advances growth that is consistent with the principles of TOD;

WHEREAS, the City of Rockville commits to continued community engagement to ensure the project meets the needs and desires of residents, businesses, and transit riders; and

WHEREAS, the City of Rockville intends on partnering with the State in encouraging transit-oriented development within the area depicted in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council supports the designation of the area surrounding the Rockville Metro Station, as more particularly described on Exhibit A attached hereto, as a Maryland transit-oriented development site; and

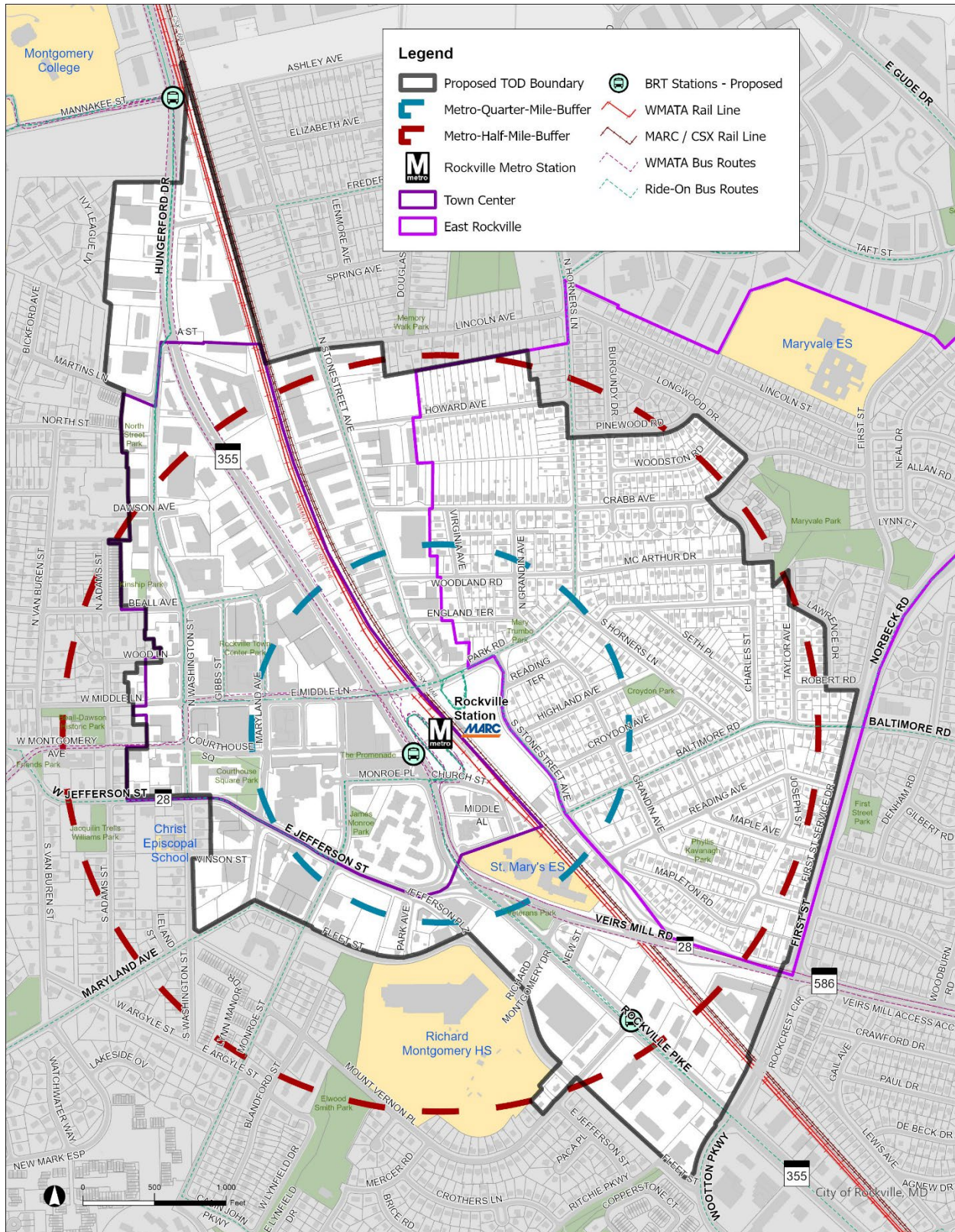
BE IT FURTHER RESOLVED that the Community Planning and Development Services staff is authorized to submit the necessary application and supporting documentation to the Maryland Department of Transportation (MDOT) and the Smart Growth Subcabinet for the formal State transit-oriented development designation; and

BE IT FURTHER RESOLVED the Mayor and Council requests the State's Sustainable Growth Subcabinet to grant transit-oriented development designation to the Rockville Metro Station and the surrounding area as more particularly described on Exhibit A.

I certify that the above is a true and correct copy of a Resolution adopted by the Mayor and Council of the City of Rockville, Maryland at its meeting of December 15, 2025.

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

Exhibit A- Map of the proposed TOD Designation Boundary



Resolution No. 19-24

RESOLUTION: To approve the Concept 1 Plan for Rockville Metro Station.

WHEREAS, at its May 6, 2024, meeting, the Mayor and Council of Rockville (“**Mayor and Council**”) received a presentation on the attached plan for Concept 1 for the Rockville Metro Station Design as proposed by the Washington Metropolitan Transit Authority and its consultant team (the “**Concept 1 Plan**”);

WHEREAS, at its May 6, 2024, meeting, the Mayor and Council, unanimously voted to endorse the “Concept 1” Plan, attached hereto, and to endorse an extension of the pedestrian bridge over the station platform as an add-on option and separate project for the city;

WHEREAS, the city conducted two public meetings on June 18, 2024, and June 24, 2024, to inform the Rockville community about the Concept 1 Plan;

WHEREAS, in addition to the two public meetings, City staff has met with community associations, commissions, and boards and received supportive feedback;

WHEREAS, at its June 26, 2024, meeting, the Rockville Planning Commission included the Concept 1 Plan as a part of its recommended Town Center Master Plan;

WHEREAS, at its December 9th Town Center Master Plan work session, the Mayor and Council reaffirmed the endorsement of the Concept 1 Plan;

WHEREAS, Concept 1 furthers the vision of Rockville Station to become an iconic gateway and multi-modal hub that connects the greater area, enhances the experience of downtown Rockville as a destination, and maximizes safety for commuters and residents.

WHEREAS, the Mayor and Council desire to work with WMATA to enhance our wayfinding to the Town Center and to facilitate the construction of hundreds of new housing units adjacent to Rockville’s Metro Station; and

WHEREAS, the Mayor and Council request that WMATA move forward with the necessary processes to proceed with joint development of its properties at the station.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council hereby approve the Concept 1 Plan as included in WMATA’s Rockville Metro Station Concept Design Study.

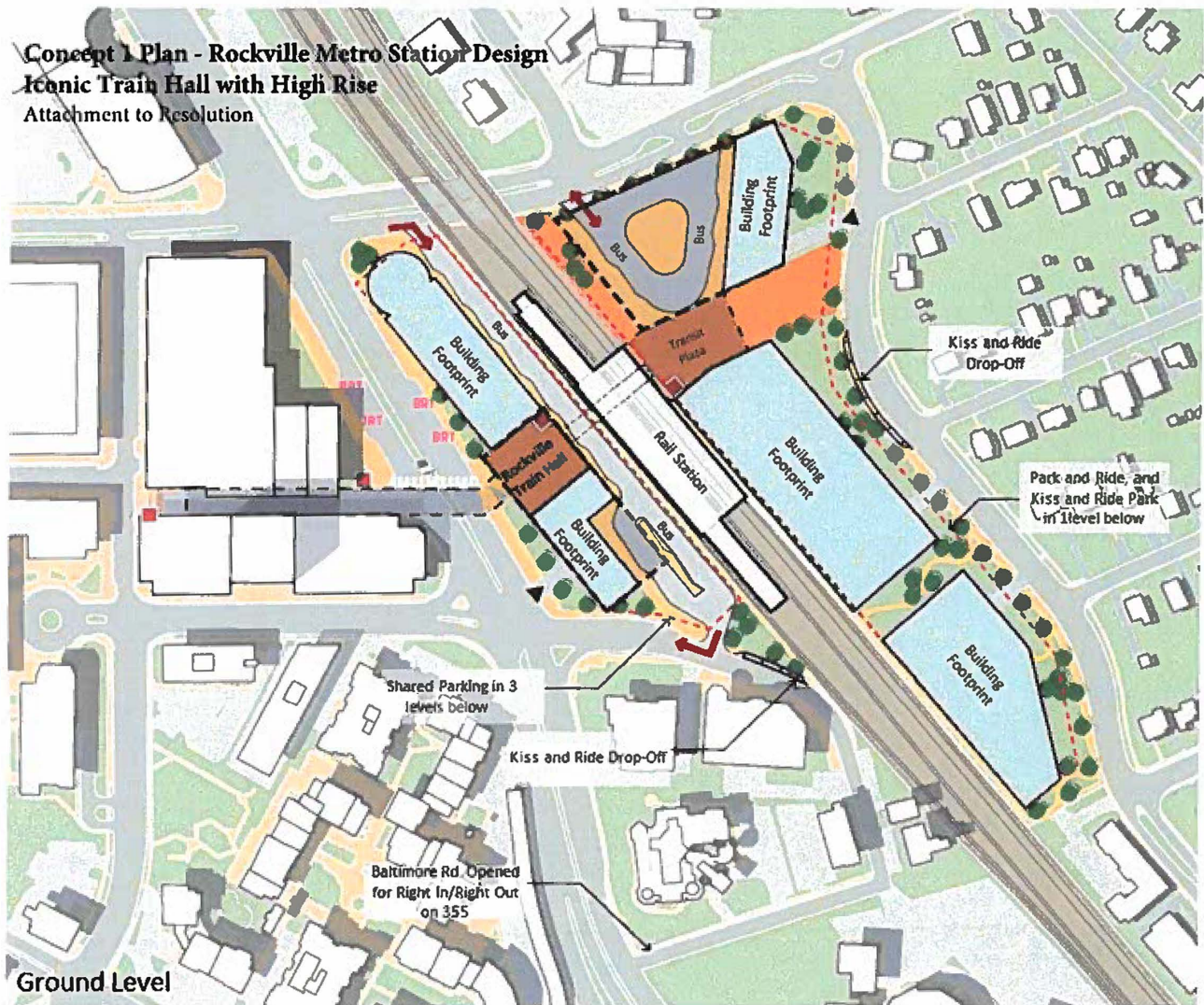
I certify that the above is a true and correct copy of a Resolution adopted by the Mayor and Council of the City of Rockville, Maryland at its meeting of December 16, 2024.


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

(See attached Concept 1 Plan)

Includes Attachment

Concept 1 Plan - Rockville Metro Station Design
Iconic Train Hall with High Rise
Attachment to Resolution



4. Transit Oriented Designation (TOD) Plan Questions (<https://forms.mdot.maryland.gov/TOD>)

Question 1: Please describe and provide documentation of the land use plan and/or development proposal if applicable for the proposed designation area. The land use plan should include a mix of uses and target densities. If there is any intention for land use/zoning changes for the site area, please share.


The location as proposed for the TOD designation is comprised of properties within approximately half-mile radius from Rockville Metro Station, on the Washington Metropolitan Transit Authority (WMATA) red line. The station also serves intercity MARC and Amtrak trains. The proposed area for TOD designation is a part of the City's [Town Center Master Plan](#) (Planning Area1) and the [East Rockville Planning Area](#) (Planning Area 2) and includes residential and commercial properties adjacent the Metro Station, and also includes WMATA-owned properties at Rockville Metro Station.

The City partnered with WMATA, Montgomery County Department of Transportation (MCDOT), Maryland Department of Transportation (MDOT), MDOT State Highway Administration (MDOT SHA) and the Rockville Community to develop a concept plan for redeveloping the WMATA-owned properties at and surrounding the Metro Station and incorporate the various transit services that serve the area. On December 6, 2024, the Mayor and Council adopted a resolution to approve a concept design plan for Rockville Metro Station, with a mixed-use development of 1,180 residential units, 1,850 sf of retail, 10,000 sf of open space, a train hall, transit plaza and other amenities that serves as a gateway to Rockville and a central point between various transit services. The Concept Plan provides clear guidelines for WMATA and a future potential developer.

As a result, the [WMATA Joint Development work plan](#), released in June 2025, notes that there is interest in moving forward with joint development planning at the station in the near-term. The Joint Development Plan notes that to facilitate the implementation of the project, Rockville must identify funding for the train hall as proposed in the concept design. The Mayor and Council also directed staff to identify funding sources for the vision in the concept design that treats the extension of the pedestrian bridge as an add-on option over the station platform (eliminating the up and down movements that currently exist).

City staff is collaborating with MDOT, Amtrak, MARC and CSX on a collective plan to facilitate improvements the Rockville Station with a National Railroad Partnership Program/ Federal-State Partnership for Intercity Passenger Rail (FSP) Grant application. The grant, if awarded, would potentially support the construction of the train hall, replacement of the pedestrian bridge with direct platform access, and other improvements to the MARC station.

Figure 1- WMATA Joint Development Plan (June 2025)

Joint Development Work Plan (Station-Specific Actions) June 2025 				
Station	Prioritization Grouping	Completed Actions (2022-2024)	Near-Term Actions (2025-2028)	Mid-Term Actions (2029-2032)
North Bethesda (Parcel H – LCOR)	-	1. Closed on ground lease. 2. Construction.	1. Delivery of residential development.	
Rockville	2	1. Mayor & Council endorsed Metro's joint development concept plan & approved Town Center Master Plans. 2. Completed Joint Development Planning Study.	1. Finalize transit facility requirements. 2. Conduct Compact Public Hearing to Amend the Mass Transit Plan. 3. City of Rockville to identify funding for train hall. 4. Coordinate with MCDOT on Viers Mill Rd BRT project. 5. Issue Joint Development Solicitation.	1. Execute Joint Development Agreement. 2. Support development planning & entitlement activities; approve plans. 3. Construction.
Shady Grove	3	1. Coordinated with Montgomery County and the City of Rockville on surrounding development opportunities.	1. Complete Joint Development Planning Study for the west side. 2. Transfer Metro Access Road to Montgomery County to support development.	1. Conduct a Compact Public Hearing to Amend Mass Transit Plan. 2. Issue a Joint Development Solicitation.
Silver Spring	3		1. Complete Joint Development Planning Study.	3. Issue a Joint Development Solicitation.

Source: [2025-Workplan-Final.pdf](#) page 6

Rockville's Mayor and Council adopted the [Town Center Master Plan in January of 2025](#) (TCMP), which envisions higher density residential development and more multimodal transportation. The Rockville Town Center plan constitutes a major part the TOD designation area.

One of the goals of the TCMP is to build higher density development seeking 3,000 new residential units by 2040. The Plan further reinforces transit-oriented development by recommending the existing surface parking lots surrounding the train station as high-intensity mixed-use development.

Key recommendations of the TCMP include:

- More residential density, acknowledging the increasing need for affordable housing.
- More diversity in retail options and fewer retail vacancies.
- Improved bicycle and pedestrian infrastructure.
- Improved wayfinding throughout Town Center.
- Reduce required parking and better leverage existing surface and structured parking
- Improved parking garage signage and accessibility.
- Additional parks and green spaces.
- More events in Town Center.

The East Rockville Plan also supports more density near the Metro Station, including smaller-scale multi-unit residential, attached townhouses/row houses, ADU's and missing middle housing. Since the East Rockville Plan was adopted, the community has expressed a desire to allow additional density in the planning area. As a result, a Rockville Mayor and Council strategic priority for FY27 is to update the East Rockville Neighborhood Plan (Planning Area 2 of the City's Comprehensive Plan). This plan will update zoning on the

east side of the Rockville Metro Station explore how to best increase residential density within walking and rolling distance of the Rockville Metro Station.

[Rockville's Comprehensive Plan](#) was adopted by the Mayor and Council in August of 2021 after an extensive public outreach and engagement process. The city has introduced a Zoning Ordinance Rewrite (ZOR) and Comprehensive Map Amendment (CMA) to implement land use and zoning recommendations of the Comprehensive Plan, scheduled for adoption in summer of 2026. On March 2025, Rockville's Mayor and Council adopted a zoning text amendment (ZTA) supported by the TCMP to move forward in advance of the ZOR and CMA adoptions scheduled for 2026, that specifically provides for increased building heights including the associated incentives, no minimum parking requirements, and clarifying that ground floor retail shall not be required in Town Center.

[The following attachments are intended as an FYI and will be included in the TOD application web portal, and are therefore not included in the Legistar packet:

- Attachment 1– M&C Resolution approving Rockville Metro Station Plan (omitted)
- Attachment 2-Proposed zoning for the designated area (Figure 3) (omitted)
- Attachment 3-[Comprehensive Plan -Land Use Element](#) (pages 39-45) highlighting the City's Goals and Policies that are applicable to the proposed TOD area (omitted).]

Question 2: Please describe and provide documentation of pedestrian, bicycle and personal mobility connectivity plans or strategies within the proposed designation area.

The City of Rockville Mayor and Council approved the [Pedestrian Master Plan](#) in October 2023 to help guide the expansion and enhancement of pedestrian infrastructure in Rockville. The plan also directs staff to refine transportation and land use policies to better accommodate and consider pedestrian needs in the built environment. The Pedestrian Master Plan sets out 46 different action items to improve pedestrian access and mobility and increase overall pedestrian travel. As illustrated in the plan, the City recognizes the connection between pedestrian travel and Transit Oriented Development and specifically seeks to expand the sidewalk network, inventory existing sidewalk quality and reconstruct damaged sidewalks, improve intersections for pedestrians, build crosswalks, and ensure new development supports pedestrian travel. As part of implementing this plan, the City regularly evaluates and constructs pedestrian improvements in the proposed TOD area. Lastly, the plan specifically includes a recommendation to improve the Unity Bridge, a pedestrian bridge located at the northern point of the proposed TOD area, that connects East Rockville with Montgomery College and Town Center.

The [Vision Zero Action Plan](#) was approved by the Mayor and Council in July 2020 and provides 30 action items to help the City improve transportation safety and eliminate crashes that result in fatalities or serious injuries. The plan explicitly directs the City to

build out the multimodal transportation network, including sidewalks and bicycle facilities, to review and improve transit stops for accessibility and safety, and improve roadway crossings for vulnerable roadway users. Through this plan, the City understands that people are more willing to walk, ride a bike, roll, and use transit for their daily travel needs if they feel safe doing so. The City regularly constructs traffic calming improvements in the proposed TOD area. New development in Rockville that provides convenient access to high-capacity transit benefits from a safe and surrounding multimodal transportation network.

[Rockville's Bikeway Master Plan](#) was approved in April 2017 and proposes different bicycle facilities throughout the City as well as bicycle policies to help increase bicycling in Rockville. This plan emphasizes the need to build a comprehensive and safe bicycle network for Rockville residents and visitors. The plan recognizes the importance of dedicated bike routes as alternatives to driving and provides a vision for a safe and efficient multi-modal transportation system within Rockville. Within the proposed TOD area, the City has already constructed shared use paths, standard bicycle lanes, separated bicycle lanes, shared roadways, permanent bicycle counters, and bicycle parking. Moreover, the plan provides for additional bicycle facilities in the proposed TOD area, which is not only a key bicycling destination in Rockville, but also the nexus of multiple Bikeway Master Plan Crosstown Routes; people bicycling in Rockville to the proposed TOD area will be able to find safe bicycle routes to everywhere else in the City. Additionally, as redevelopment occurs in the proposed TOD area, the city requires new developments to provide bicycle facilities such as parking and shower facilities and implement on-road bikeway recommendations. The city also constructs bicycle facilities as opportunities arise during street resurfacing or road rehabilitation projects.

City staff regularly conducts audits and analysis to identify gaps with the bikeways and pedestrian infrastructures. Staff also implements education and safety campaigns regularly to coordinate alongside other pedestrian and bicycle initiatives. The city encourages bicycling through programs such as the annual Bike to Work Day event, and interaction with school children with the Safe Routes To School program. In addition, an interdepartmental team successfully applied for the Bloomberg Philanthropies Asphalt Art Project grant, which was used to improve pedestrian safety on Beall Avenue with separated bicycle lanes, a bus boarding platform, and asphalt art; all within the proposed designated area. The artwork was completed in Fall of 2024.

The City's master plans and action plans provide direction and guidance to City staff to provide comprehensive pedestrian, bicycle, transit, and personal mobility options throughout the proposed TOD area. These plans help set goals for the city to achieve as well as the tools to implement projects over time to improve this area's connectivity.

[Question 3: Please describe and/or provide documentation of a rationalized parking strategy for the proposed designation area. This can include allowable parking under zoning, or the amount of parking being proposed through a development proposal.](#)

The proposed designation area includes several forms of public transportation. The area is served by the WMATA Red Line, multiple bus routes operated by WMATA and Ride On, MARC intercity rail, and Amtrak. Since 2013, Montgomery County has planned to construct Bus Rapid Transit (BRT) routes along MD355 (Hungerford Drive and Rockville Pike) and MD586 (Veirs Mill Road) as a part of a larger envisioned countywide BRT network. Both BRT routes intersect at Rockville Metro station and are included in the county's FY23-FY28 Capital Improvements Plan (CIP). The Veirs Mill BRT is currently at 95% design and the MD355 BRT is at 35% design. The County intends to secure construction funding for the Veirs Mill BRT through the Federal Transit Administration (FTA)'s Capital Investment Grant Small Starts program, and for the MD 355 BRT through the FTA's Capital Investment Grant New Starts program. Both projects have been granted entry into their respective Capital Investment Grant programs.

Additional information on the Montgomery County 2026 budget document for both BRT's can be found below at the following links:

https://www.montgomerycountymd.gov/OMB/Resources/Files/omb/pdfs/fy26/cip_pdf/P501913.pdf

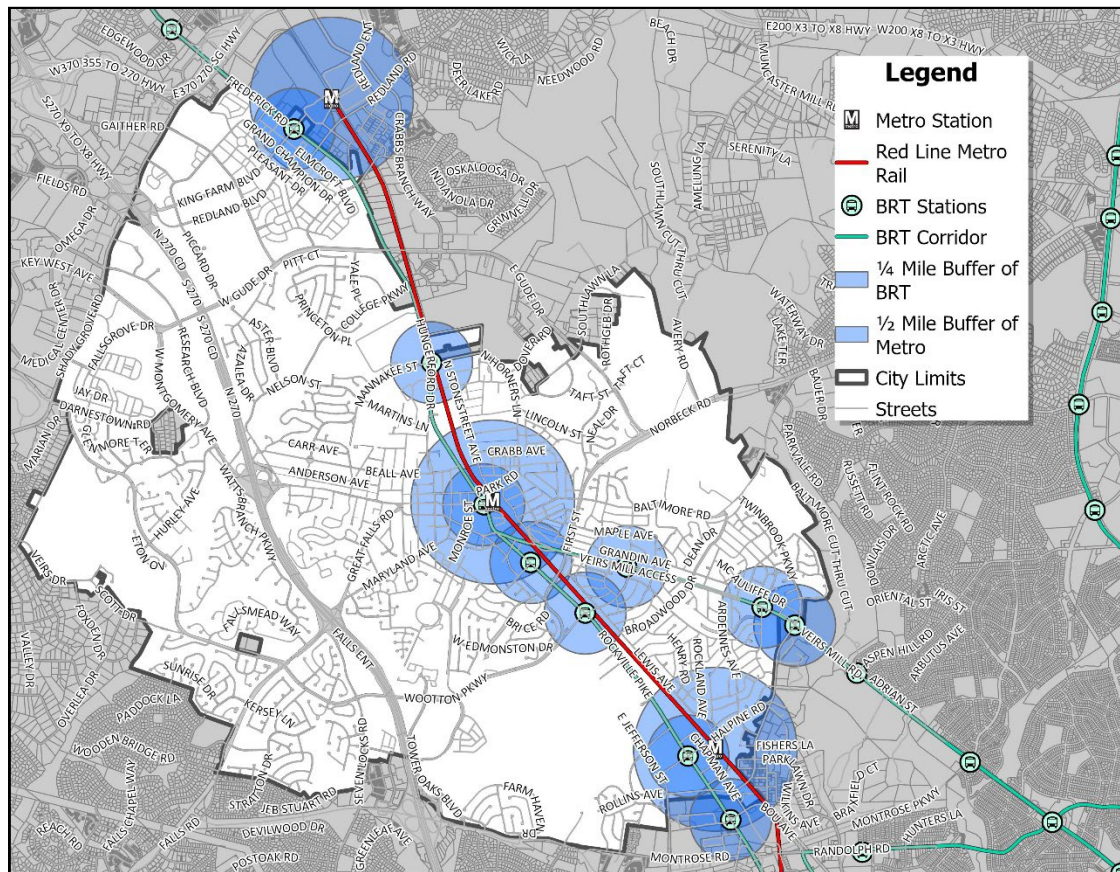
https://www.montgomerycountymd.gov/OMB/Resources/Files/omb/pdfs/fy26/cip_pdf/P502005.pdf

There are seven publicly owned and operated parking lots and garages within the proposed designation area. Three of the garages are owned by the City of Rockville and offer a total of 1,688 parking spaces, of which 973 are unrestricted public parking spaces. Montgomery County offers a juror parking lot and County Council Office Building garage to the public, providing additional parking spaces.

WMATA owns two parking lots in the planning area offering 524 spaces for transit riders. The Rockville Metro Station concept study reimagines the surface parking lots as high-density mixed-use developments while maintaining parking spaces for riders. WMATA has planned to repurpose these surface parking lots with dense residential and commercial development.

The city is currently undergoing a comprehensive rewrite/update of its zoning ordinance. Through this project, Rockville is proposing to update parking minimums within the MXTD (Mixed-Use Transit District) zone and within Town Center, so that properties within ½ mile of rail transit or ¼ mile of planned or existing bus rapid transit would have no minimum parking requirements.

Figure 2 – Properties within ½ mile of Metro Station and ¼ mile of BRT Stations in Rockville



The zoning rewrite also aims to amend the parking requirements to be reflective of a transit-oriented area and to prioritize development that proposes human-centered activity instead of automobile storage. The revised zoning will reflect the area's proximity to the Rockville Metro Station by reducing parking minimum requirements, improving accessibility and walkability within the built environment, promoting transit usage and creating people-friendly spaces that do not rely on automobile usage to access and enjoy.

In the interim period, as new developments come in, the parking requirements are assessed on a case-by-case basis. The Mayor and Council adopted [a Town Center Interim Comprehensive Plan Floating Zone](#) [Sec. 25.14.35(c)] on March 24, 2025 to implement the 2025 Town Center Master Plan recommendations before the planned zoning ordinance rewrite and comprehensive map amendment, to waive parking requirements for any property located within 0.5 miles of Rockville Metro Station (within the proposed TOD area). As an example, parking requirements were waived for a project with 147 multifamily affordable housing units at 41 Maryland Avenue due to the site's limited size, prime location and limited parking options.

Mixed use areas proximate to, but outside of, the Town Center can have reduced parking requirements based on proximity to rail and bus stations, pedestrian and bike routes and

public parking facilities. In addition, small properties that cannot accommodate all the required parking spaces can request to reduce their parking minimum requirement. Additionally, in single family areas that are within 7/10 mile of the Metro station, no parking is required for Accessory Dwelling Units (ADUs).

In 2023, the city constructed “Complete Streets” on N. Washington Street between MD-355 and MD-28, as well as along E. Middle Lane from N. Washington Street to MD-355. This project repurposed the existing right-of-way to provide additional on-street parking, separated and protected bicycles lanes, widened sidewalks, and made additional enhancements to improve the pedestrian realm. These facilities not only make it more comfortable for people walking and bicycling, but also improve traffic safety for everyone, including motorists.

[Question 4: Please describe and/or provide documentation of a strategy for connectivity to different modes of transit within the proposed designation area.](#)

The proposed TOD area surrounds the Rockville Metro Station, MARC and Amtrak Station, and is envisioned as a sustainable, walkable, vibrant, multicultural, diverse, and inclusive community celebrating a high quality of life and sense of place.

Rockville Station is also served by Amtrak and Maryland Area Regional Commuter (MARC) rail. The Amtrak Capitol Limited provides daily service between Washington, D.C. and Chicago and serves Rockville Station. Other notable stops along the route include Pittsburgh, PA and Cleveland, OH. Rockville Station is on MARC’s Brunswick Line, which connects Union Station in Washington, D.C. to Martinsburg, West Virginia, with a branch to Frederick, Maryland. Service only operates southbound in the morning and northbound in the afternoon and evening.

The proposed area is served by multiple bus routes operated by WMATA and Ride On, Montgomery County Department of Transportation’s (MCDOT) bus system. Metro Access and Ride On Flex provide shared-ride, door-to-door paratransit services from and to most places within the proposed area to eligible riders whose disability prevents them from using bus or rail.

Since 2013, Montgomery County has planned to construct Bus Rapid Transit (BRT) routes along MD355 (Hungerford Drive and Rockville Pike) and MD586 (Veirs Mill Road) as a part of a larger envisioned countywide BRT network. Both routes intersect at Rockville Metro Station.

The first phase of the MD-355 BRT is the “central phase” phase which is between Montgomery College in Rockville to Montgomery College in Germantown. It is currently in the 35% design stage and construction is expected to be completed between FY 2028-2031. Further phases are in the preliminary design phase but have not yet been funded for construction.

The Veirs Mill BRT will extend from Montgomery College Rockville to the Wheaton Metro Station. It is currently in the final design stage (95%) with construction expected to be completed in FY 2027.

As redevelopment at the Rockville Metro Station occurs, the city continues to prioritize improving connections to various transit services and providing safe access for vulnerable roadway users. Completed multimodal transportation projects from the City's master plans in the proposed TOD area include:

- Separated bicycle lanes and new on-street parking on N. Washington Street and E. Middle Lane,
- Separated bicycle lanes and asphalt art on Beall Avenue,
- Bicycle lanes and shared roadways on Maryland Avenue,
- Bicycle lanes on S. Stonestreet Avenue, and
- New sidewalk on Virginia Avenue.

There are also multiple projects from the approved plans that are currently in the planning, design, and upcoming construction phases, including:

- Sidewalks along Highland Avenue,
- Shared use path along Park Road,
- Complete streets improvements along N. Stonestreet Avenue,
- Bicycle lanes and shared roadways along Martins Lane,
- Shared use path and cycle track along Fleet Street and Monroe Street,
- Enhanced sight lines and access at N. Washington Street and Hungerford Drive (MD 355), and
- A mural and pedestrian safety improvements under the CSX overpass.

The zoning rewrite reflects the area's proximity to Rockville Metro Station, modifies parking requirements, improves accessibility and walkability, promotes transit usage and reduces reliance on automobile usage.

Question 5: Please describe and/or provide documentation of goals for housing creation (number of intended units and type) and affordability within the proposed designation area.

Increasing affordable and market-rate housing is one of the key focus areas for Rockville's Mayor and Council. The Town Center Master Plan (TCMP) set a goal to approve new higher density developments and to create 3,000 residential units by 2040 to accommodate different income levels and housing types. Other TCMP recommendations include rezoning over 600 properties to allow for a significant increase in the number of housing units permitted. Currently, Rockville's code requires 15 percent of residential units be provided as MPDUs (Moderately Priced Dwelling Units) when a development includes 20 or

more units. Within the MXTD family of zones, bonus heights will be awarded in return for the project providing MPDUs beyond the minimum requirement of 15 percent.

To achieve the housing goal, the Zoning Ordinance Rewrite (ZOR), anticipated to be adopted in Spring 2026, provides further flexibility by creating a ‘family’ of MXTD (Mixed-Use Transit District) zones, as follows (see Figure 3 for reference):

- MXTD-235: Will allow a by-right height of 235’, with a bonus of 100’ for the provision of affordable housing above the minimum required by code.
- MXTD-200: Will allow a by-right height of 200’, with a bonus of 100’ for the provision of affordable housing above the minimum required by code.
- MXTD-85: Will allow a by-right height of 85’, with a bonus of 50’ for the provision of affordable housing above the minimum required by code.

These zones will permit administrative site plan approvals and do not have any limitations or FAR requirements that could limit development.

On the east side of the proposed TOD area, properties are zoned mixed use and residential, including the Residential Medium Density (RMD) zone, which permits duplexes, small multi-unit dwellings up to four units and townhouses as a matter of right. The RMD-Infill Zone has been implemented in single family neighborhoods in close proximity to the Metro station on what had previously been single family lots. In addition, missing middle housing is possible in other RMD zones that allow for higher density on larger tracts near Metro.

As of April 9, 2024, attached accessory dwelling units (ADUs) are allowed to be constructed either within or as an addition to single unit detached homes, if certain conditions are met. ADUs allow homeowners to create new rental opportunities while building wealth and expanding affordability within existing neighborhoods without altering their character. By encouraging the development of ADUs, and incremental “missing middle” development in the proposed TOD area, the City will maximize the value of public investments in transit while reducing household transportation costs, a major driver of overall affordability. The effort is consistent with the [Governor’s Housing Expansion and Affordability Act](#) in TOD planning.

In general, the zoning ordinance rewrite (ZOR) strives to increase residential densities and building heights in infrastructure rich areas.

Rockville’s development review process recognizes that the city and the nation are in a housing crisis and the process to review residential development needs to be streamlined and to better provide applicants with predictability and certainty. In October 2018, the Mayor and Council endorsed the FAST (**F**aster, **A**ccountable, **S**marter, and **T**ransparent) initiative to identify Improvements for the Permitting and Development Review Processes

to attract more economic development and significantly increase the market rate and affordable housing in the City. FAST consists of several action items to be implemented in the Zoning Ordinance Rewrite, including:

- Straightforward administrative approvals for residential developments
- Administrative review of certain plats and historic preservation cases
- Combining and/or eliminating redundant public meetings
- Streamlining zoning approval processes

In addition to these, other FAST action items outside of the ZOR include:

- Establishing and tracking review timeframes for permit reviews
- Additional administrative approvals for transportation related items such as road code waivers

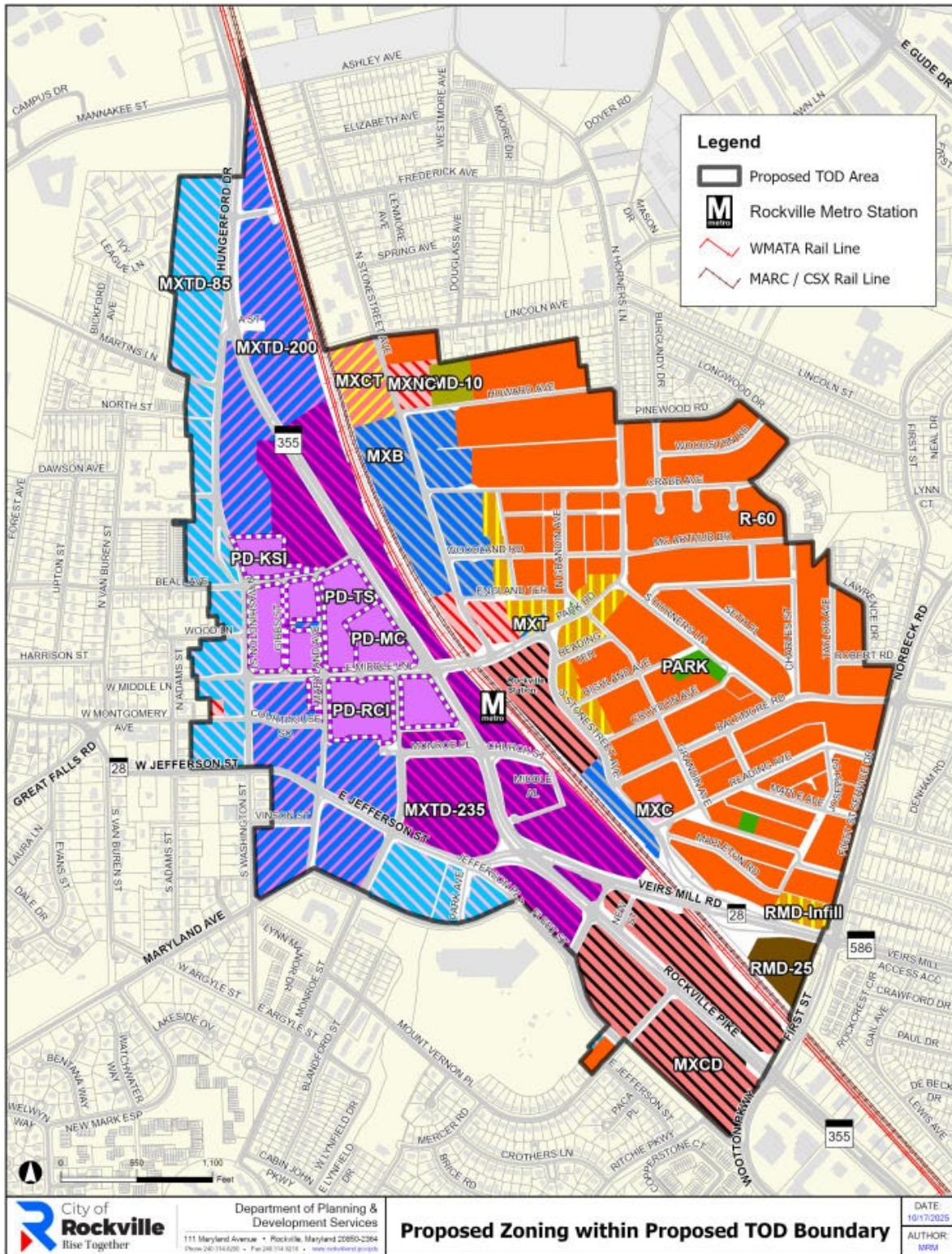
These changes result in a more affordable and efficient process, which will help remove barriers to housing production.

Residential properties within a half mile of Rockville station are included as a strategic and equitable approach to fostering affordable, walkable neighborhoods. Prioritizing development near transit ensures that new affordable housing units are not isolated but integrated into thriving, connected neighborhoods, creating long-term opportunities for residents to live, work, and thrive without dependence on personal vehicles.

Collectively, these approaches support intergenerational, income-diverse communities and gradually grow housing supply in a resilient, human-scaled manner. Concentrating them near transit magnifies their impact, ensuring equitable access to mobility, opportunity, and economic security while demonstrating a long-term commitment to sustainable and inclusive neighborhood growth.

The map [here](#) shows the current and proposed zoning map citywide. The current zoning will be on the left side of the slider and the proposed on the right. Figure 3 below outlines the zoning changes in the proposed TOD area.

Figure 3- Zoning within the proposed TOD area with the ZOR



Question 6: Please explain how and/or provide documentation showing that proposed developments are consistent with local and regional land use and comprehensive plans.

The Mayor and Council adopted the Rockville Comprehensive Plan in August 2021. A key recommendation of the Comprehensive Plan was to update the 2001 Town Center Master Plan. As a result, the new Town Center Master Plan, reflecting the Comprehensive Plan's vision was adopted in January 2025. This plan proposes a greater diversity of land uses and increase density in the areas surrounding the Rockville Metro Station and the proposed TOD area.

As a parallel effort to the Rockville Town Center Plan, the City and WMATA, developed a redesign for the Rockville Metro Station, which envisions the Metro Station as an iconic gateway and multi-modal hub that enhances the experience of downtown Rockville and maximizes safety for users. Rockville's Mayor and Council endorsed this new vision for the Metro Station and TOD area in December 2024 (Attachment 1).

The focus of development for the station revisioning is exclusively on property owned by WMATA, largely the surface parking lots on the east and west sides of the railroad tracks. The concept plan anticipates the potential to develop 1,850 square feet of retail frontage, 1,200 residential units and 10,000 square feet of open space, in addition to a train hall and transit plaza that would serve as gateways between the various transit services provided on site. The concept plan introduces new development opportunities, including housing at a desirable transit-oriented location, improves vitality in the Town Center, adds public amenities, accommodates Montgomery County's planned Bus Rapid Transit (BRT) and creates an iconic gateway into the city.

The Mayor and Council also endorsed an extension of the pedestrian bridge over the station platform as an add-on option and as a separate project for the city, from that of the potential development on WMATA property. The design is consistent with the 2021 City's Comprehensive Plan and the 2025 Town Center Master Plan. As a result, the WMATA Joint Development work plan, released in June 2025, shows Rockville Station has elevated in priority for redevelopment compared to the [2022 10-year Strategic Plan](#). Near-term actions are expected to begin in 2025-2028 and the City is actively seeking funding sources to participate as a partner in the development.

Besides the potential development at Rockville Metro Station, other projects currently underway in the proposed TOD area include:

- Momentum at Rockville Station, 41 Maryland Avenue, a project for a 12-story multifamily building to include 147 affordable housing units with all parking requirements waived.
- Conversion of an office building at 255 Rockville Pike from office to 550 residential units.
- Conversion of retail space in an existing building at 198 E. Montgomery Avenue to 13 residential lofts.

- Demolition of two existing office building at 414-416 Hungerford Drive to construct 291 multifamily units.
- Demolition of office suites at 622 Hungerford Drive to construct 48 two-over two condominium residential units.
- Redevelopment of a single-family home directly across from Rockville Metro Station into eight townhomes at 205 Park Road.

The proposed developments are consistent with the Comprehensive Plan's vision to create opportunities for more affordable and market-rate housing, enhance public transportation systems and leverage growth for increase economic development.

Recently, two office properties in the proposed TOD area (51 Monroe Street, 256,119 square feet and 600 Jefferson Plaza, 113,035 square feet) were auctioned, and the new owners will likely be considering redevelopment. The owner of another property at 121 Rockville Pike, 197,400 square feet with over 95% vacancy rate has discussed converting the office building into residential with city staff. A TOD designation will help spur economic and housing activity for these properties.

Question 7: Please describe and/or provide documentation of plans or strategies for developing green infrastructure within the proposed designation area or through jurisdiction wide policies. Examples of green infrastructure include rain gardens, permeable pavement, green roofs and enhanced or restored natural landscape features.

[Rockville's Climate Action Plan](#), adopted in January 2022, incorporates strategies to reduce greenhouse gases, prioritize equity and build resiliency. The City regularly provides updates on the progress of the climate action goals with [a dashboard and an annual report](#).

The City of [Rockville RainScapes Rebate Program](#) offers rebate incentives for single-family and townhome residences, homeowners associations, condominium associations, religious institutions, private schools, and other nonprofits for installing practices to reduce stormwater pollution and improve the water quality in local streams. Eligible practices include rain barrels, cisterns, conservation landscaping, rain gardens, tree canopy, green roofs, pavement removal, and permeable pavers. Properties can receive up to a lifetime maximum of \$5,000 in rebates. Projects installed in the proposed TOD area include:

- 10 conservation landscapes
- 13 tree plantings
- 16 rain barrels
- 1 pavement removal

Other types of green infrastructure facilities (both private and public) in the proposed TOD area include Dry Wells, Micro-Bioretention, Green-Roof-Intensive, Green Roof-extensive, and others as showing in the following [map](#).

[Rockville Town Center Master Plan](#) promotes the expansion of electric vehicle charging in alignment with the city's Electric Vehicle Readiness Plan. The City continues to work with developers and existing property owners to promote strategies to mitigate urban heat impacts, such as providing shade structures, incorporating trees and native plants into landscaping, building green roofs, and establishing a connected network of green spaces throughout the proposed TOD designation area. The stormwater management facilities as located in the proposed TOD area can be viewed [here](#).

In addition, Rockville's Department of Housing and Community Development administers the Single-Family Rehabilitation Program, using Community Development Block Grant funding. Under this program, income-eligible Rockville homeowners may apply for forgivable loans to make repairs such as roof replacement, plumbing and electrical upgrades, furnace replacement, and kitchen and bathroom rehabilitation. The City has partnered with a non-profit receiving funding from the Maryland Energy Administration's (MEA) Low-to-Moderate Income Grant Program to fund repair needs that involve energy and water efficiency upgrades.

Montgomery County is proposing to phase in net zero commercial and residential building code requirements by the 2030 building code cycle. In alignment with the County, Rockville continues to educate and prepare the development community to transition to net zero construction through gradually strengthened building codes with the amendment cycles.

Walkable, transit-oriented communities not only expand access to jobs, education, and services but also reduce congestion and emissions, aligning with sustainability and climate goals.

Question 8: Please provide an action plan for the 10-year designation period providing timeline, community engagement strategy, enabling projects, zoning, potential funding sources and commitments for proposed development within the proposed designation area. Applicants can include community engagement work that has already occurred.

The Comprehensive Plan was developed with extensive outreach and community engagement with over 200 listening sessions and meetings. Robust community outreach was also conducted with the Town Center Master Plan update utilizing the [Engage Rockville](#) website throughout the planning process as the primary location for public feedback and commentary on the plan.

The city of Rockville ZOR refers to the Zoning Ordinance Rewrite and Comprehensive Map Amendment project, which is a major initiative to modernize and update the city's zoning code and map. The project, which is scheduled to conclude in spring 2026, aims to align Rockville's zoning with the city's long-term vision laid out in the 2040 Comprehensive Plan.

The rewrite will implement goals and policies from the Rockville 2040 Comprehensive Plan as well as other supporting documents, including the Climate Action Plan, Pedestrian Master Plan, and the Town Center Master Plan update.

Many of Rockville's Bikeway Master Plan (2017), Climate Action Plan (2022), Pedestrian Master Plan (2023) and Vision zero plan recommendations as described more with Questions #2, #4 and #7 are regularly implemented. Additionally, the Bikeway Master Plan is scheduled for an update in 2027, and the Vision Zero Action Plan is scheduled for an update in 2030.

The City is working with WMATA and actively seeking partners and funding options to redevelop Rockville Metro Station. WMATA started due diligence on this site in spring 2025 and is targeting the necessary board approvals to release a solicitation in late 2026/early 2027.

A Rockville Mayor and Council strategic priority for FY27 is an update of the East Rockville Neighborhood Plan. The main goal of this plan update is to look at zoning on the east side of the Rockville Metro Station and suggest Land Use Policy Map and Zoning Map changes to allow for increased residential density within walking distance of Rockville Station. We anticipate extensive online and in-person community input to drive the recommendations within this Plan.

Question 9: Please describe how current planning and/or planned development supports economic development in the proposed designation area, including any anchor employers, business attraction or expansion efforts, and financial incentives or investment for economic development.

City staff is coordinating with Maryland Transit Administration (MTA) and MDOT (Maryland Department of Transportation (MDOT)), in applying to the FY 2024-2025 Federal State Partnership for Intercity Passenger Rail Program grant to fund a cost-benefit analysis and preliminary design for accessibility improvements at the Rockville Station, a pedestrian bridge to improve connectivity between the Rockville Town Center and direct access to WMATA and MARC/Amtrak platforms, development of a Train Hall as proposed with the WMATA's concept design for redevelopment at Rockville Metro Station, and the expansion of MARC rail service, including a third track at the station. While long term, these improvements are expected improve direct access between the residential and commercial properties in the proposed TOD area and the multiple transit modes at the station, as well as increase the frequency of intercity and regional rail service in Rockville. These improvements are also expected to trigger development interest within surrounding properties, as noted under Question # 6 and other areas describing land-use and zoning policies and recommendations.

City staff is also coordinating with Secretary Jacob R. Day of the Maryland Department of Housing and Community Development (DHCD) to develop an MOU that will support affordable housing at this TOD location.

Rockville Economic Development, Inc (REDI) is a public-private partnership formed by the City of Rockville to strengthen and broaden the city's economic base through business entrepreneurship, expansion, retention and recruitment programs. Key areas for REDI's economic development activities with the City include attracting new businesses,

marketing, partnering with stakeholders, and others. Below are listed recent updates of REDI's business attraction or expansion efforts, and financial incentives or investment for economic development in the proposed TOD area:

- **Partner Engagement:** Regularly liaise with local property owners on City initiatives and co-develop business attraction/retention projects.
- **Grant Facilitation:** Administer a grant program supporting both new and existing businesses. (MOVE, Expansion, and Small Business Impact Fund)
<https://rockvilleredi.org/business-grants-loans/>
- **Recent Successes:**
 - Opened: Trader Joe's (June 2025) & New Uyger restaurant
 - In Pipeline: New retail to backfill vacant spaces
- **Small Business Incubation:**
 - Provide technical assistance via the Maryland Women's Business Center.
 - Operate the "Shop Local" incubator, providing brick-and-mortar retail opportunities.

Morguard, a large property owner within Town Center, regularly works with its tenants and partners, including the city to create vitality in the area with murals, events, marketing, rebranding and other efforts. Examples of events include Taiwan Bubble Tea Festival, Summer Concert Series, Outdoor Ice-Skating Rink, and many others

Major employers in the proposed TOD area include Montgomery County Government and the Rockville city government. The proposed TOD area includes Council Office Building and County Executive Office Building, Rockville's City Hall, the Montgomery County Circuit and Maryland District courthouses, and hundreds of ancillary businesses that support the operations of those entities. Town Center is expected to continue to be an employment center for businesses as well as offices of government agencies. However, the rise of teleworking nationally has led to a weaker office market and a rising interest in adapting office buildings to residential uses where feasible.

With the zoning ordinance rewrite, the City provides the flexibility to adapt to changing market conditions and predictability in the development process so that projects may move forward quickly.

5. Has your local legislative body passed a resolution in support of a State Transit-Oriented Development Designation? (Note: applicants are strongly encouraged to share their proposed TOD Designation boundary with MDOT for feedback before including it in a final legislative resolution)

Scheduled for December 15, 2025



Maryland Transit-Oriented Development (TOD) Designation

Rockville Metro Station and Surrounding Area

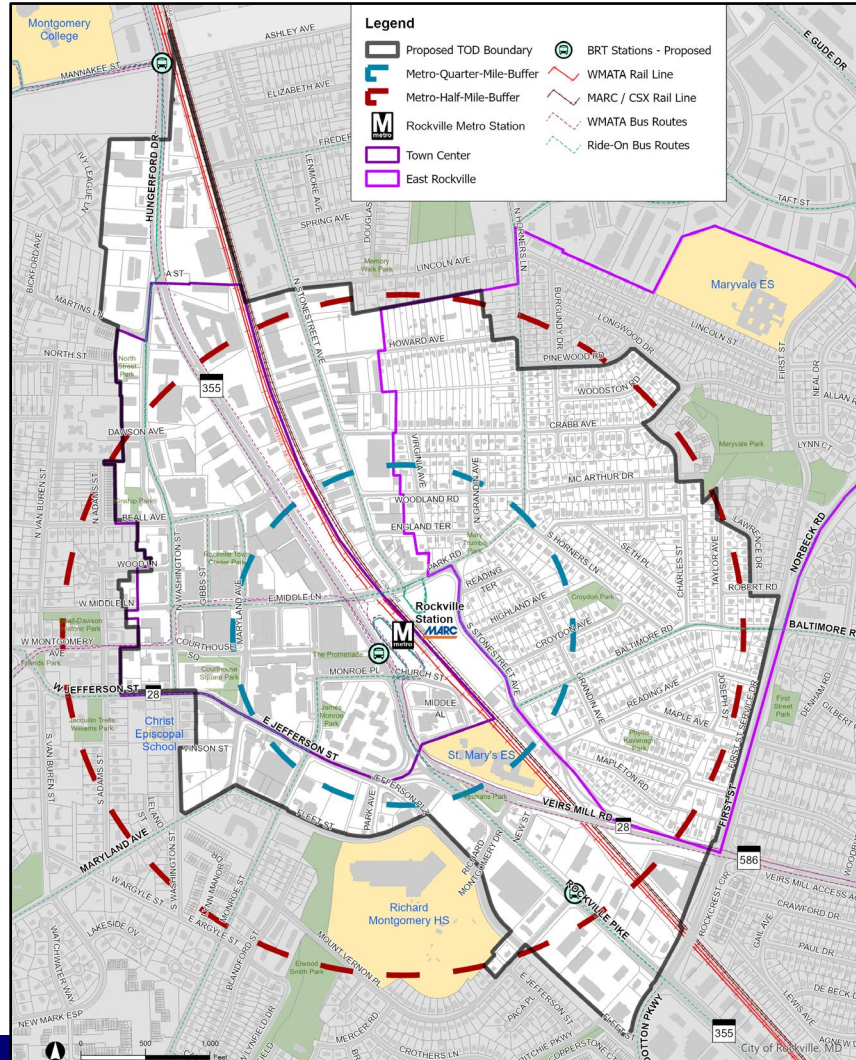
December 15, 2025

Presentation Outline



- Briefing on TOD Designation
- Next Steps
- Suggested Motion

Rockville's Proposed TOD Designation Area



TOD Designation Benefits



Eligibility for MDOT's TOD Capital Grant and Revolving Loan Fund

Eligible Activities and Award Limits			
Applicant Type	Eligible Activities	Funding/Financing Options	Award Limits
Local Jurisdictions	Design Plans	Grant (10% match)	Up to \$250,000
	Public Infrastructure Improvements (non-revenue generating)	Grant (10% match)	Up to \$750,000
	Public Infrastructure Improvements (revenue generating)	Loan	Up to \$1,000,000
Non-Profit/Private Developers (with local government co-applicant)	Gap Financing	Loan	Up to \$1,000,000

TOD Designation Benefits



- Additional points in competitive application rounds for Low Income Housing Tax Credits administered by DHCD
- Additional points in State Procurement to lease or purchase office or laboratory space
- Sustainable Communities Designation by Default
- Technical Assistance and Discretionary Program Funding
- Financing Tools

TOD Designation Application Process



Identify partners (WMATA)

TOD Designation Plan Questions:

1. Land use or development proposal (if any)
2. Alternative mobility connection strategies
3. Rationalized parking strategy
4. Multimodal connectivity strategy
5. Housing creation goals
6. Development should be consistent with comprehensive plan
7. Green infrastructure planning
8. Proposed development action plan
9. Economic development goals

Lastly, it asks for local resolution in support of a state transit-oriented development designation

Next Steps



- Staff submits the application
- State reviews the application, process typically takes ~3 months
- Once designated, the TOD designation is valid for ten years and can be extended for another 10 years by applying for a renewal

Suggested Motion



“I move to authorize the filing of the Maryland Transit-Oriented Development (TOD) designation application; and approve the attached resolution (Attachment 1) in support of the Maryland Transit-Oriented Development designation”



MAYOR AND COUNCIL Meeting Date: December 15, 2025

Agenda Item Type: ADOPTION

Department: PW - TRAFFIC & TRANSPORTATION

Responsible Staff: BRYAN BARNETT-WOODS

Subject

Adoption of a resolution supporting the City's inclusion as a project partner in MTA's Federal Railroad Administration FY 24-25 Federal-State Partnership for Intercity Passenger Rail Program Grant application and authorization for the City Manager to sign a letter of support to be included in the MTA's FRA grant application

Department

PW - Traffic & Transportation

Recommendation

Staff recommends the Mayor and Council adopt a resolution to support the inclusion of the City of Rockville as a project partner in the Maryland Transit Administration (MTA)'s Federal Railroad Administration (FRA) FY 24-25 Federal-State Partnership for Intercity Passenger Rail Program Grant application and to authorize the City Manager to sign a letter of support to be included in the MTA's FRA grant application.

Discussion

The FY 24-25 Federal-State Partnership for Intercity Passenger Rail Program Grant is a U.S. Department of Transportation Federal Railroad Administration discretionary funding program designed to reduce the state of good repair backlog and improve safety and mobility for intercity passenger transportation projects.

The Rockville Metrorail Station Visioning plan was completed by the Washington Metropolitan Area Transit Authority (WMATA) and incorporated into the approved Town Center Master Plan. The Visioning Plan included an evaluation of development opportunities at the Rockville Metrorail Station and the necessary infrastructure to support it. The preferred alternative, which is included in the master plan, proposes a train hall for MARC and Amtrak riders and a pedestrian bridge that would extend over the WMATA and MARC/Amtrak platforms to improve transit access.

City staff identified this project as a viable grant application for the FY 24-25 Federal-State Partnership for Intercity Passenger Rail Program and coordinated with MTA for their support.

This project would include studying the bridge and train hall, developing a cost benefit analysis, and preparing preliminary designs.

Concurrently, MTA is preparing an application for improving the Brunswick Line. MTA is seeking funding for study and design of a new westbound platform, track modifications for a third track at the station, and accessibility improvements at Rockville Station. These improvements are a part of the MARC Growth and Transformation Plan which also includes service improvements along the Brunswick Line.

The enhanced pedestrian bridge aligns well with MTA's proposed improvements and if MTA plans any improvements to the MARC/Amtrak platforms, the new bridge will need to accommodate those changes. Moreover, a train hall will help improve the quality of service for intercity rail passengers going to and from Rockville.

City and MTA staff determined that the best approach for an application would be to include the city's project within MTA's application. Combining the projects results in a more competitive application which addresses the three grant program expected outcomes: 1) restore and modernize cost assets to improve the state of good repair, enhance system resiliency, and increase safety, 2) invest in the expansion of long-distance services and passenger rail routes operated by public partners, and 3) improve system operations to reduce trip time and delays, manage travel demand, and improve connectivity. City and MTA staff are meeting with WMATA in December to discuss the project and solicit their support.

As part of the application, all project partners need to provide a letter of support (Attachment 1) indicating funding commitment for the non-federal funds upon selection of the grant awardees. Staff recommends the Mayor and Council adopt a resolution to support the inclusion of the City of Rockville as a project partner in MTA's FRA grant application (Attachment 2) and to authorize the City Manager to sign a letter of support to be used in the application.

Impact Statements

Equity

Staff anticipate this action would positively impact economic and social equity in Rockville because this project will evaluate improvements for the pedestrian bridge to the Rockville Metrorail, MARC & Amtrak stops. An enhanced pedestrian bridge, which provides access across Hungerford Drive (MD 355) and directly to each of the platforms, eliminates the multiple up-and-down routes of the current bridge and staircase station design, making it more convenient and direct for residents and visitors with mobility devices to access transit. Moreover,

improving access to transit often improves social equity because residents and visitors who choose not to, or are unable to, operate a private motor vehicle because of cost, safety concerns, or physical ability will have improved access to transportation in the region. Lastly, an improved pedestrian bridge over Hungerford Drive will encourage more people to use the bridge crossing, a safer option, instead of the at-grade roadway crossing, which often requires transit riders to navigate around high-speed and high-volume motor vehicle traffic on Hungerford Drive.

Environment

This project evaluates an enhanced pedestrian bridge and train hall at Rockville Station, which will improve the quality of transit service at the station and improve access to WMATA, MARC & Amtrak trains. This is consistent with the Climate Action Plan which seeks to maximize transit accessibility and ridership and enhance mobility options. Improved access to Rockville Station will encourage more people to travel to station by pedestrian or other non-motorized modes. A train hall is expected to provide more comfort and convenience to intercity rail passengers, thereby encouraging more people to use regional rail transit for intercity trips instead of private motor vehicle trips. By increasing transit use, Rockville can decrease transportation related emissions in the environment.

Economy

Evaluating the pedestrian bridge and train hall is the first step towards implementation. An enhanced pedestrian bridge and train hall are expected to act as a gateway between the train station and the Rockville Town Center, encouraging more people to visit and patron local businesses. Additionally, the bridge will be available to all residents, regardless of whether they are using transit or not. Lastly, these amenities are an investment in the area and will help leverage future development of the Rockville Station area, helping contribute to economic activity in the area.

Mayor and Council History

This is the first time that this grant opportunity has been raised with the Mayor and Council.

The Mayor and Council adopted the Rockville Town Center Master Plan on January 27, 2025. This Plan included the Rockville Metrorail Station Visioning Plan for development and described the enhanced pedestrian bridge over the rail tracks and train hall, which are components of the MTA application.

Boards and Commissions Review

This item is included on the December 16, 2025, Transportation and Mobility Commission meeting agenda.

Fiscal Impact

If this grant application is successful, the city will be responsible for providing a 20% local match for the portion of the project that includes the evaluation and design of the pedestrian bridge and the train hall. Staff anticipate this portion of the project, including the study and preliminary design will cost \$700,000. If the grant is successful, the city match for this project will be \$140,000.

Next Steps

If the Mayor and Council approve authorizing the City Manager to submit a letter of support to the MTA for this grant application, staff will submit the signed letter to MTA for inclusion in the grant application by the due date on January 7, 2026. Staff anticipate the awardees will be nominated within six months of the due date.

Attachments

Attachment 1 - Letter of Support for MTA Application, Attachment 2 - Resolution to Support FRA Grant - 25-1972, Attachment 3 Rockville Station - FRA Grant

Jeff Mihelich, City Manager
City of Rockville
Rockville, Maryland
20850

December 15, 2025

Darrell J. Smith, Director
Statewide Project Development
Maryland Transit Administration
Office of Statewide Planning
6 St. Paul Street
Baltimore, Maryland
21202

Re: City of Rockville Support for the MTA application to the Federal-State Partnership for Intercity Passenger Rail Program

Dear Mr. Smith,

The City of Rockville appreciates the opportunity to be included in the Maryland Transit Administration's application to the FY 24-25 Federal-State Partnership for Intercity Passenger Rail Program and strongly supports the MTA's application to enhance system resiliency and increase safety, to invest in long-distance passenger service, and to improve system operations and connectivity.

The City's component of the application will study, evaluate, and design an improved pedestrian bridge that allows riders to traverse over an at-grade roadway crossing and directly access WMATA transit, MARC, and Amtrak platforms at the Rockville Station. It will also study and design a new train hall for MARC and Amtrak riders, which will not only improve the quality of service for intercity rail passengers, but also act as a new gateway leading riders to the Rockville Town Center.

If the MTA's application to the FY 24-25 Federal-State Partnership for Intercity Passenger Rail Program grant is awarded by the U.S. Department of Transportation Federal Railroad Administration, the City of Rockville will seek to appropriate the necessary local funding match for the Rockville components of the project, the study and design for the pedestrian bridge and train hall. The City of Rockville will also coordinate with MTA to help manage and implement these components of the project, if awarded.

Please feel free to contact me should you have any questions.

Thank you,

Jeff Mihelich, City Manager
City of Rockville

Resolution No. _____

RESOLUTION:

To support the City’s participation in the Maryland Transit Administration’s Federal Railroad Administration FY 24-25 Federal State Partnership for Intercity Passenger Rail Program grant to enhance the Rockville Station

WHEREAS, at its January 10, 2022, meeting, the Mayor and Council of Rockville (“Mayor and Council”) adopted the Resolution approved the Climate Action Plan, which includes Action Item C-10, Work with WMATA, MDOT, and Montgomery County to maximize transit accessibility and ridership and enhance mobility options, and Action Item C-14, Expand active transportation and shared micro-mobility network by implementing improvements in the Bicycle Master Plan and Vision Zero Plan; and

WHEREAS, at is December 16, 2024, meeting, the Mayor and Council approved the Concept 1 Plan for the Rockville Station Design as proposed by the Washinton Metropolitan Area Transit Authority (“WMATA”) and its consultant team (“Concept 1 Plan”), which includes an enhanced pedestrian bridge as an optional feature, a train hall, and residential development on WMATA property; and

WHEREAS, at its January 27, 2025, meeting, the Mayor and Council approved the Rockville Town Center Master Plan, which includes the proposal to implement the Concept 1 Plan for the Rockville Station; and

WHEREAS, the Mayor and Council recognizes the benefits of evaluating and implementing regional and intercity rail transit service improvements and ADA accessibility improvements to the Rockville Station as proposed by the Maryland Department of Transportation Maryland Transit Administration (“MTA”) and combining the two proposed grant applications; and

WHEREAS, the Mayor and Council desire to coordinate with MTA and WMATA to increase accessibility to the Rockville Town Center and the Rockville Station and to transform the Rockville Station into an iconic gateway and multimodal hub that connects the greater area, enhances the experience of downtown Rockville as a destination, and maximizes safety for commuters, visitors, and residents; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council hereby support the City’s participation in the Maryland Transit Administration’s Federal Railroad Administration FY 24-25 Federal State Partnership for Intercity Passenger Rail Program grant to enhance the Rockville Station and authorize the City Manager to sign a letter of support on behalf of the City to be included in the grant application.

I certify that the above is true and correct copy of a Resolution adopted by the Mayor and Council of the City of Rockville, Maryland at its meeting of December 15, 2025.

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



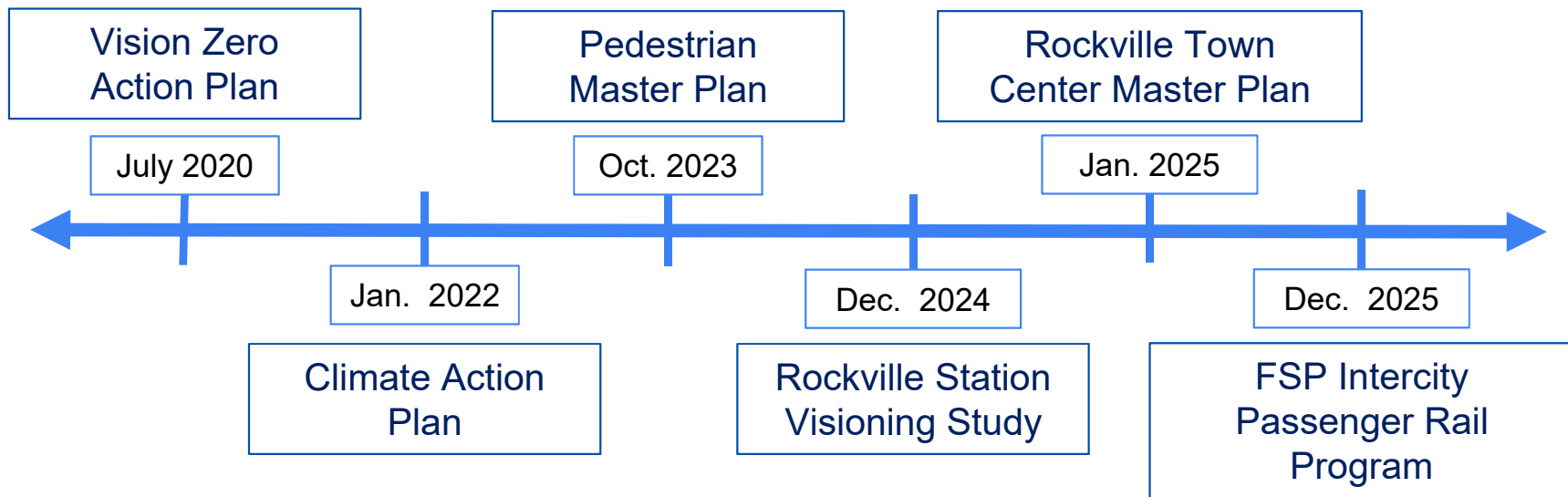
Federal State Partnership for Intercity Passenger Rail Program Grant:

Rockville Station Enhancements

December 15, 2025

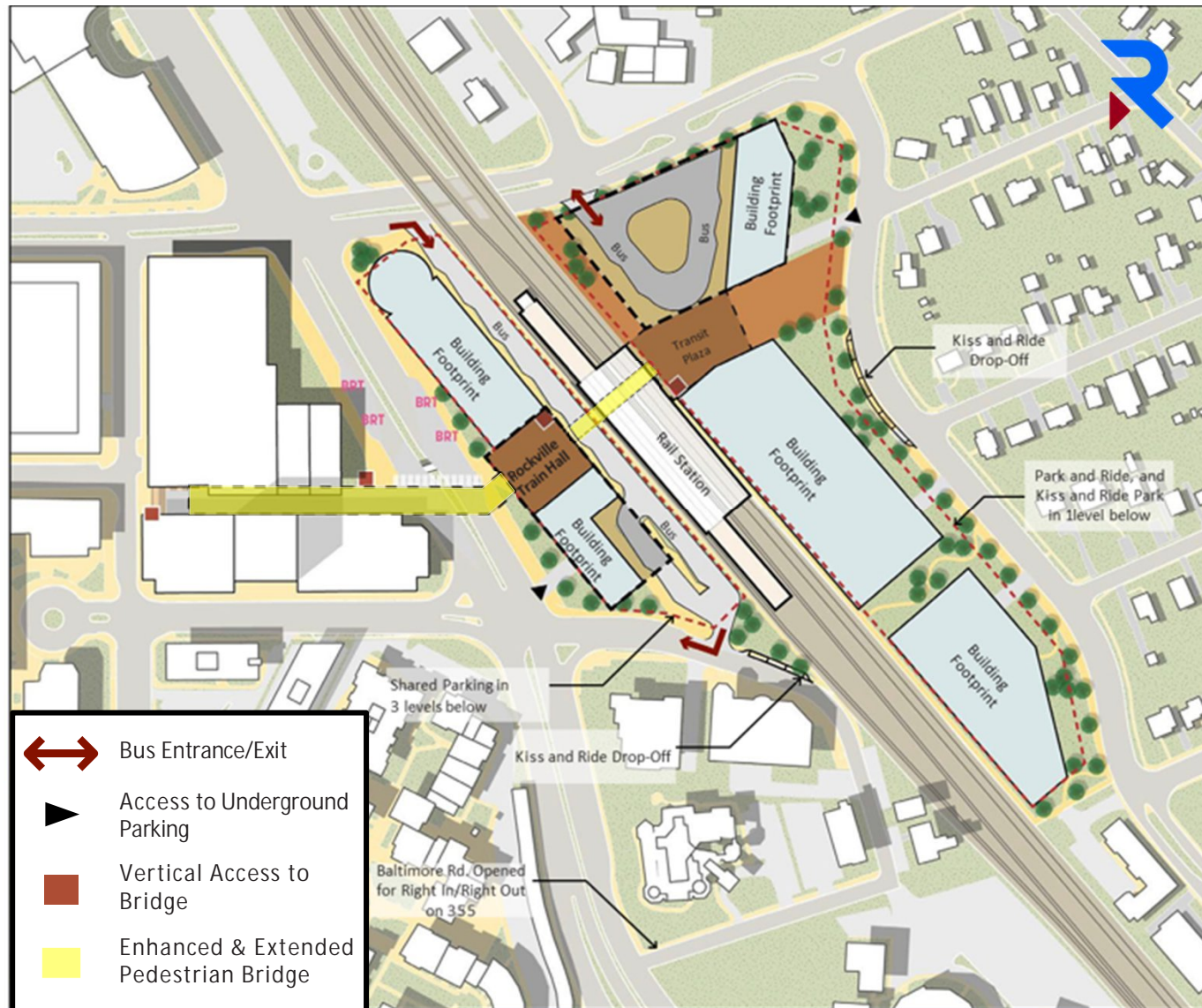


Rockville Station Timeline



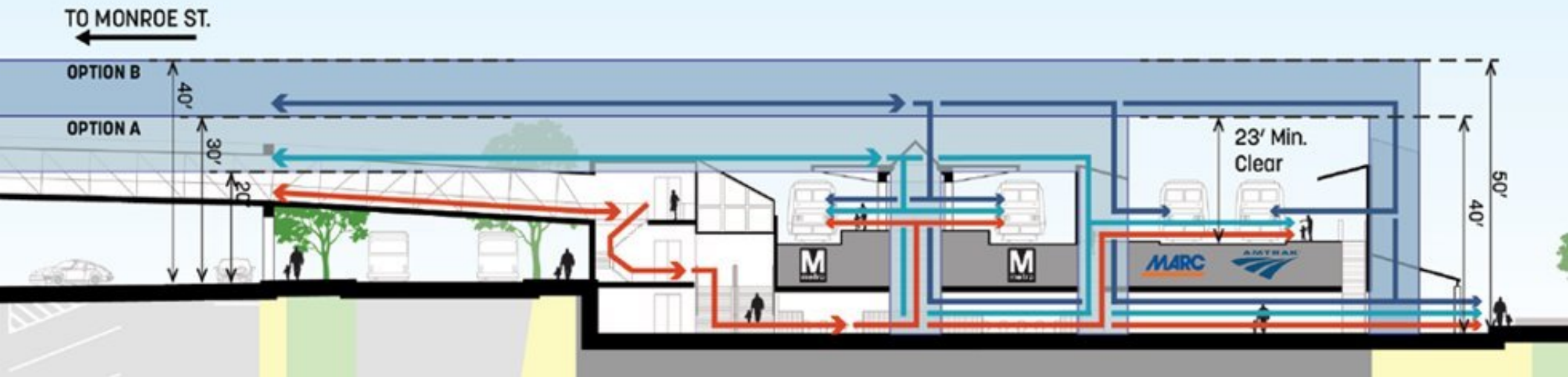
Rockville Station Concept Design

- Iconic Train Hall
- Enhanced and Extended Pedestrian Bridge
- Development Potential:
 - 1,180 Residential Units
 - 25,000 SF Train Hall
 - 10,000 SF Open Space



Rockville Station

Extended Pedestrian Bridge Concept



Federal State Partnership for Intercity Passenger Rail Program Grant

- Restore and modernize core assets to improve to state of good repair, increase safety
- Expand existing long-distance services and passenger rail routes
- Improve system operations to reduce trip time, and improve connectivity



Rockville Station Project

- Bridge Replacement and Concept Plan 1 Implementation
- Study Pedestrian Bridge Options
- Study Train Hall Feasibility and Concept
- Conduct Benefit Cost Analysis
- Prepare Pedestrian Bridge Preliminary Plan



MARC Growth and Transformation Plan

- Maryland Transit Administration Plan
- Study accessibility improvements at Rockville Station
- Study new platform and by-pass track at Rockville Station
- Study Brunswick Line enhancements between Silver Spring and Point of Rocks



Combine Applications

- Incorporate Rockville Application into MTA Application
- MTA project is larger in scope
- Combined projects address all expected program outcomes and increases the chance of receiving the grant



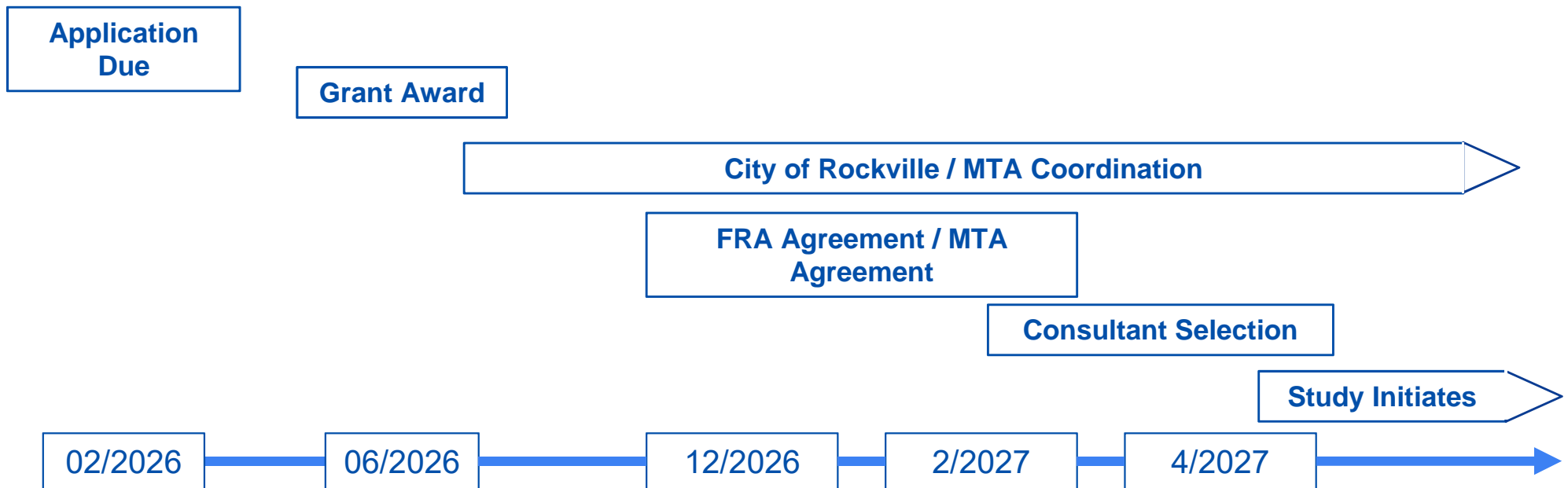
Multi – Agency & Jurisdiction Project

- City of Rockville
- Maryland Department of Transportation, Maryland Transit Administration (MARC)
- Montgomery County
- WMATA
- Amtrak
- CSX





Study Timeline



Mayor and Council Action

- Motion that the Mayor and Council adopt a resolution supporting the City's inclusion as a project partner in MTA's Federal Railroad Administration FY 24-25 Federal-State Partnership for Intercity Passenger Rail Program grant application and authorize the City Manager to sign a letter of support to be included in the MTA's FRA grant application.





Thank You!





MAYOR AND COUNCIL Meeting Date: December 15, 2025

Agenda Item Type: INTRODUCTION

Department: CPDS - INSPECTION SERVICES

Responsible Staff: CHRIS DEMPWOLF

Subject

Introduction of an Ordinance to Amend Chapter 5 of the Rockville City Code Entitled “Buildings and Building Regulations,” Article XIV (Green Building Code Regulations)

Department

CPDS - Inspection Services

Recommendation

Staff recommends that the Mayor and Council introduce amendments (Attachment 1) to Chapter 5, Article XIV of the City Code, Entitled “Green Building Regulations”.

Change in Law or Policy

The proposed amendments will update the Green Building Regulations in the City of Rockville by adopting and amending current versions of the model codes published by the International Code Council (ICC).

Discussion

During the 2024 updates to Chapter 5 of the Rockville City Code, staff recommended evaluating Article XIV – Green Building Regulations separate from the amendments to the other 13 articles, to provide thoughtful and meaningful updates. The City’s Climate Action Plan calls for progressively strengthened Green Building codes in Action Item C-03. The 2024 updates to Chapter 5 included several amendments to the City’s *Energy Conservation Code* which are substantially more progressive than the base text of the International Green Building Code (IgCC) and the National Green Building Standard (NGBS) and will continue to make Rockville a regional leader in this area.

The 2021 edition of the IgCC and the 2020 edition of the NGBS are more substantial than prior editions and warranted more in-depth review. Staff has completed its reviews of these documents and recommends amendments to Article XIV, the IgCC, and the NGBS as shown in Attachment 1 and summarized below. This summary provides only significant changes and does not include grammatical or administrative changes.

Article XIV

Key Updates/Recommendations:

- Relocation of scoping requirements
- Relocation of definitions
- Requirement to obtain third-party certification

International Green Construction Code (IgCC)

Key Updates/Recommendations:

- Deletion of majority of Chapter 5 (Site Conditions), addressed elsewhere in City Code
- Providing flexibility to use off-site renewable energy to meet requirements for on-site renewable energy, with documentation
- Incorporating EV-Charging Infrastructure requirements above the amount established in amendments to the Energy Conservation Code

National Green Building Standard (NGBS)

The nature of the NGBS is different than that of the IgCC, in that it allows for a more selective approach based on obtaining a certain number of points rather than following a uniform list of mandates. This allows homebuilders some flexibility in how they meet the requirements. Due to the scoring model and the recommendation to require third-party verification, staff recommends adopting the NGBS mostly as published, with a few minor changes to reference other City codes where applicable.

Below is a summary of the key points of the staff report for [the June 2, 2025, work session](#), and responses to specific questions posed during that work session.

Responses to Work Session Questions

Q: *How will staff ensure review timelines are not delayed by a “flood” of applications approaching the implementation date of these amendments?*

A: Implementation language, which allows some flexibility for projects currently in early design or conceptual phases.

“The effective date of these amendments shall be 180 days from the date of adoption. Exception:

1. Projects for which a contract for design or construction is signed prior to the effective date. First application for building permit shall be made within 180 days of the effective date. The Building Official shall be permitted to extend the application deadline for specific projects where applicants submit a written request prior to the application deadline.
2. Projects for which a contract for design or construction is signed prior to the effective date, which have a valid site plan approval or which

are currently in review for site plan approval. First application for building permit shall be made prior to expiration of site plan approval.

Q: *Third-party verification of residential projects is proposed. What does the process look like? How long does it take? Will it be challenging or costly for applicants?*

A: Staff met with representatives from Home Innovations Labs, the accrediting body for NGBS Verifiers, to understand the process. Applicants would select an accredited third-party verifier prior to submitting application for permit, and their verifier would register the project in the NGBS online portal. Proof of registration would be submitted along with construction documents for permit review and issuance. At the time of final inspections, the verifier would submit their final verification report to the online portal, and the NGBS Verified documentation would generally be available within 1-2 days.

A search on the NGBS Verifiers database returned at least 126 individuals qualified to verify projects in the State of Maryland, many of them within less than one hour from Rockville. The cost of verification varies depending on the size of the project, but the representative from Home Innovations Labs indicated the typical overall cost of verification for newly constructed single-family dwellings and townhouses to be between \$450-\$1,000. With only requiring projects to obtain “NGBS Verified” status, it is anticipated that the average cost for most projects will tend toward the lower end of this spectrum.

Q: *In the Comp Plan, it was suggested that the building code may need updated for improved soundproofing. Are staff actively looking at proposing better soundproofing?*

A: There are Sound Transmission Classification baselines established in the International Building Code. There is currently no empirical data to support raising those baselines, so staff from ISD are not proposing any adjustments to the baselines at this time. Sound dampening materials become exponentially more costly when exceeding code minimum requirements, which has the potential to conflict with the City’s affordable housing goals. At any rate, any updates to STC baselines belong in amendments to the International Building Code. Staff will revisit this question when reviewing the 2024 International Building Code for proposed amendments.

Q: *How do these proposed amendments interact with Montgomery County’s codes, including their Green codes or the Building Energy Performance Standards?*

A: There do not appear to be any conflicts between Montgomery County’s amendments, the Building Energy Performance Standards, and the City of Rockville’s proposed amendments.

Q: *Should we be looking at protective elements for taller buildings for migratory birds? (e.g. less reflective glazing, physical barriers, etc.)*

A: Staff will evaluate this during the review of the 2024 International Building Code and International Existing Building Code, as amendments to these documents would have a greater impact than amendments to the IgCC.

Mayor and Council History

The Mayor and Council held a work session on amendments to the Green Building Regulations at their [meeting on June 2, 2025](#).

Public Notification and Engagement

Staff has made a copy of the draft language available on the city website for public review and comment. Staff has also notified stakeholders and customers to solicit their input. Staff will collect any comments received and provide responses and recommendations to the Mayor and Council when this item is brought forward for adoption.

Boards and Commissions Review

The proposed amendments were presented to the Environment Commission for their feedback.

Next Steps

Staff will collect and review responses to the online form for public review and comments and provide recommendations, if any, to the Mayor and Council when this item is brought forward for adoption at the February 2, 2026, Mayor and Council meeting.

Attachments

Green Building Code Update Ordinance_Draft

ORDINANCE NO. _____

ORDINANCE: To Amend Chapter 5
of the Rockville City Code Entitled
“Buildings and Building Regulations,”
Article XIV

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF ROCKVILLE,
MARYLAND** as follows:

SECTION I - That Chapter 5 of the Rockville City Code, entitled “Buildings and
Building Regulations,” be amended as follows:

Chapter 5

BUILDING AND PROPERTY MAINTENANCE REGULATIONS

* * *

ARTICLE XIV. GREEN BUILDING REGULATIONS

DIVISION 1. GENERALLY

Sec. 5-301. Scope.

This article places additional "green building" requirements on certain structures ~~sizes and various types of new construction and redevelopment activities~~ within Rockville.

~~Sec. 5-302. Building code compliance required.~~

~~This code is an overlay document to be used in conjunction with the other codes and standards adopted by the City of Rockville. This code is not intended to abridge or supersede safety, health or environmental requirements under other applicable codes or ordinances.~~

~~Sec. 5-303. Green building applicability.~~

~~Except as provided in section 5-304 and section 5-322 of article XIV, Green building regulations, these requirements shall apply to construction of all new buildings, and the following additions, reconstruction and alterations to buildings:~~

- ~~(1) Additions of seven thousand five hundred (7,500) gsf or more to an existing non-residential or multi-unit residential building;~~
- ~~(2) Alterations of more than fifty (50) percent of the gsf of a non-residential or multi-unit residential building if the altered area is seven thousand five hundred (7,500) gsf or larger;~~
- ~~(3) Alterations to existing one and two family dwellings and additions meeting the criteria for "new construction" or "substantial reconstruction" as defined in article VI, section 5-102, R202.~~

~~Sec. 5-304. Buildings and structures exempt.~~

~~The following construction is exempt from the requirements of this article:~~

- ~~(1) Accessory buildings and structures, as defined by section 25.09.03 (Zoning Ordinance) of the Rockville City Code;~~
- ~~(2) Temporary structures as defined by section 25.09.04 (Zoning Ordinance) of the Rockville City Code.~~

~~Sec. 5-305. Certification not required.~~

~~Compliance with this article does not require a construction project to obtain certification from the U.S. Green Building Council or any other "green" certification organization. The City, as described in division 2 of this article, shall perform evaluation for compliance with the provisions of this article.~~

~~Secs. 5-302306—5-310. Reserved.~~

DIVISION 2. ADMINISTRATION AND ENFORCEMENT

~~Secs. 5-314, 5-315. Reserved.~~

DIVISION 3. DEFINITIONS

~~Sec. 5-316. Definitions.~~

~~Words defined in this article are intended only for use with sections of this article or any document referred to in this article.~~

~~ANSI means the American National Standards Institute.~~

~~Alteration, when applied to a building or structure or its service equipment, means:~~

- ~~(1) A change or rearrangement in the structural parts or in the exit facilities;~~
- ~~(2) A vital change in the service equipment;~~
- ~~(3) An enlargement whether by extending laterally or by increasing in height;~~
- ~~(4) The moving from one (1) location or position to another; or~~
- ~~(5) The change in occupancy from one (1) use group to another of different legal requirements.~~

~~Building means a structure having one (1) or more stories and a roof, designed primarily for the shelter, support, or enclosure of persons, animals, or property of any kind; and is not an~~

accessory building as defined in section 25.09.03 of the Zoning Ordinance of the City of Rockville.

City Manager means the City Manager for the City of Rockville, or their designee.

~~*ENERGY STAR* means the joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy designed to identify and promote energy efficient products and practices.~~

~~*EPA* means the U.S. Environmental Protection Agency.~~

~~*Green building* means a holistic approach to design, construction, operation, maintenance and demolition that minimizes the building's impact on the environment, the occupants and the community.~~

~~*GSF* means gross square footage. GSF is the sum of all areas on all floors of a building included within the outside faces of the exterior walls, including floor penetration areas, however insignificant, for circulation and shaft areas that connect one floor to another.~~

~~*LEED®* means the Leadership in Energy and Environmental Design green building rating system, version 4 or the most current mandated version by the U.S. Green Building Council. Individual rating systems, and the associated checklists, have been created for several different building categories.~~

~~*Multi-unit residential* means residential structures not governed by the provisions of article VI of this chapter.~~

~~*National Green Building Standard (NGBS)* means the ANSI approved residential green building standard released by the National Association of Home Builders (NAHB) in coordination with the International Code Council (ICC700 2015). For multi unit and low rise residential buildings, the NGBS may be used as an equivalent rating system.~~

~~*Non-residential* means commercial, industrial, institutional, governmental and the non-residential portions of mixed-use developments.~~

~~*USGBC* means the U.S. Green Building Council, creator and maintainer of the LEED® green building rating system.~~

Secs. 5-314~~7~~—5-320. Reserved.

DIVISION 34. NON-RESIDENTIAL AND MULTI-UNIT RESIDENTIAL STRUCTURES~~GREEN~~ ***BUILDINGS***

Sec. 5-321. International Green Construction Code—Adopted.

The International Code Council (ICC) International Green Construction Code, 2021 ~~2015~~ Edition, as modified herein, is hereby adopted as the green construction code for the City. One (1) copy of such publication as adopted shall be housed by the Inspection Services Division and made available for inspection by the public during regular office hours. Any amendment or change in such publication promulgated by the International Code Council shall not become a

part of this article until adopted by ordinance. References to other ordinances and codes of the City shall be interpreted and applied in accordance with the terms and effect of such ordinances and codes at the time of such application and interpretation.

Sec. 5-322. Same—Amendments.

The *ICC International Green Construction Code*, 2021 ~~2015~~-Edition (IgCC), is amended in the following respects:

Section 101.3 of the IgCC is amended to read as follows:

101.3 Scope. Except as outlined in section 101.3.1 or elsewhere in the Rockville City Code, The ~~the provisions of this code shall apply to the design, construction, addition, alteration, equipment, change of occupancy, relocation, replacement, demolition and removal of every building or structure or any appurtenances connected or attached to such buildings or structures and to the building site on which the building is located. Occupancy classifications shall be determined in accordance with the *International Building Code*.~~ new construction as it relates to the design and construction of buildings and additions, building sites, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures and to the site on which the building is located. Occupancy classifications shall be determined in accordance with the *International Building Code*[®] (IBC[®]).

Exceptions:

1. ~~The code shall not apply to items 1.1, 1.2 and 1.3 except where the jurisdiction adopts the jurisdictional requirements of Section 302.1, Item 1, for residential buildings.~~
 - 1.1. ~~Detached one and two family dwellings and multiple single family dwellings (townhouses) not more than three stories in height above grade plane with a separate means of egress, their accessory structures, and the site or lot upon which these buildings are located.~~
 - 1.2. ~~Group R-3 residential buildings, their accessory structures, and the site or lot upon which these buildings are located.~~
 - 1.3. ~~Group R-2 and R-4 residential buildings four stories or less in height above grade plane, their accessory structures, and the site or lot upon which these buildings are located.~~
2. ~~The code shall not apply to equipment or systems that are used primarily for industrial or manufacturing.~~
3. ~~The code shall not apply to temporary structures approved under Section 3103 of the *International Building Code*.~~
4. ~~Where ASHRAE 189.1 is selected in accordance with Section 301.1.1, ASHRAE 189.1 shall not apply to buildings identified in Exceptions 1 through 3.~~

-
5. ~~Where a minimum of USGBC LEED Certification at the Silver level is selected as an alternative compliance path.~~

101.3.1 Residential construction. ~~In lieu of the requirements of this code the following shall be deemed to comply with this code:~~

- ~~1. Group R-2 and R-4 residential buildings five stories or more in height above grade plane, their accessory structures, and the site or lot upon which these buildings are located achieve a minimum Silver performance level in Chapters 5 through 10 of the ICC 700-2015 (National Green Building Standard) or equivalent system.~~
- ~~2. Group R-2 and R-4 portions of mixed-use buildings must achieve a minimum Silver performance level in Chapters 5 through 10 of the ICC 700-2015 (National Green Building Standard) or equivalent system. The remainder of the building and the site upon which the building is located shall comply with the provisions of this code.~~

Section 101.3.1 of the IGCC is amended to read as follows:

101.3.1 (2.2) Applicability. The provisions of this code do not apply to the following:

1. Single-family dwellings and their accessory structures.
2. Multiple-family dwellings of three-stories or fewer above grade.
3. Manufactured houses (mobile homes).
4. Manufactured houses (modular).
5. Temporary structures.
6. Building projects that use none of the following:
 1. Electricity
 2. Fossil fuels
 3. Water
7. Additions to existing buildings that do not exceed 7,500 gross square feet in new area.
8. Alterations to existing buildings where the work area does not exceed 7,500 gross square feet and 50% of the gross floor area of the building.
9. Buildings constructed using an alternative compliance path, such as USGBC LEED (minimum Silver level or equivalent), where such compliance path is approved by the building official and, where applicable, certification is obtained from the applicable certification bodies.

Section 101.3.1.1 is added to the IgCC to read as follows:

101.3.1.1 Use of National Green Building Standard. Where a project is covered under the scope of the ICC 700 National Green Building Standard, 2020 edition as modified in Division 4 of this article, the project may comply with the NGBS in lieu of the provisions of this code, provided such project obtains a minimum NGBS Silver Level Certification.

Section 101.4 of the IgCC is amended to read as follows:

101.4 Appendices. All the provisions in the Appendices, as amended, are adopted as part of the International Green Construction Code.

Section 101.5.1 of the IgCC is amended to read as follows:

101.5.1 Jurisdictional Options. The provisions indicated as Jurisdictional Requirements in Table 101.5.1 are mandatory provisions for all projects.

Table 101.5.1 of the IgCC is amended to read as follows:

<u>SECTION</u>	<u>SECTION TITLE</u>	<u>JURISDICTIONAL REQUIREMENT</u>
<u>Chapter 5—Site Sustainability</u>		
<u>501.3.5.2 (5.3.5.2)</u>	<u>Mitigation of Heat Island Effect—Walls</u>	<u>X</u> No
<u>501.3.6 (5.3.6)</u>	<u>Reduction of Light Pollution</u>	<u>X</u> No
<u>501.3.7.2.2 (5.3.7.2.2)</u>	<u>Bicycle Parking Location</u>	<u>X</u> No
<u>501.3.7.2.3 (5.3.7.2.3)</u>	<u>Bicycle Parking, Horizontal Parking Racks</u>	<u>X</u> No
<u>501.3.7.2.5 (5.3.7.2.5)</u>	<u>Bicycle Parking, Security and Visibility</u>	<u>X</u> No
<u>501.3.8.1 (5.3.8.1)</u>	<u>Building Site Waste Management—Diversion Percentage</u>	<u>75%</u> <u>X</u> <u>50%</u>
<u>Chapter 6—Water Use Efficiency</u>		
<u>601.3.1.2.1(a,3)</u> <u>[6.3.1.2.1(a,3)]</u>	<u>Irrigation System Design, Master Valve</u>	<u>X</u> No
<u>601.3.1.2.1(a,4)</u> <u>[6.3.1.2.1(a,4)]</u>	<u>Irrigation System Design, Flow Sensors</u>	<u>X</u> No
<u>601.3.4 (6.3.4)</u>	<u>Special Water Features</u>	<u>X</u> No
<u>601.3.5.2 (6.3.5.2)</u>	<u>Consumption Data Collection</u>	<u>No</u>
<u>601.3.5.3 (6.3.5.3)</u>	<u>Data Storage and Retrieval</u>	<u>No</u>
<u>601.3.9 (6.3.9)</u>	<u>Dual Water Supply Plumbing</u>	<u>X</u> No
<u>Chapter 7—Energy Efficiency</u>		
<u>701.4.2.1 (7.4.2.1)</u>	<u>Building Envelope Requirements</u>	<u>No</u>

<u>701.4.2.3 (7.4.2.3)</u>	<u>Single Rafter Roof Insulation</u>	<u>X No</u>
<u>701.4.2.4 (7.4.2.4)</u>	<u>High-speed Doors</u>	<u>X No</u>
<u>701.4.2.7 (7.4.2.7)</u>	<u>Permanent Projections</u>	<u>X No</u>
<u>701.4.2.10 (7.4.2.10)</u>	<u>Orientation</u>	<u>___ No</u>
<u>701.4.3.2 (7.4.3.2)</u>	<u>Ventilation Controls for Densely Occupied Spaces</u>	<u>___ No</u>
<u>701.4.3.4 (7.4.3.4)</u>	<u>Economizers</u>	<u>___ No</u>
<u>701.4.3.5 (7.4.3.5)</u>	<u>Zone Controls</u>	<u>___ No</u>
<u>701.4.3.7 (7.4.3.7)</u>	<u>Exhaust Air Energy Recovery</u>	<u>X No</u>
<u>701.4.3.8 (7.4.3.8)</u>	<u>Kitchen Exhaust Systems</u>	<u>X No</u>
<u>701.4.4.3 (7.4.4.3)</u>	<u>Insulation for Spa Pools</u>	<u>X No</u>
<u>701.4.6.3.1 (7.4.6.3.1)</u>	<u>Occupancy Sensor Controls in Commercial and Industrial Storage Stacks</u>	<u>___ No</u>
<u>701.4.6.3.2 (7.4.6.3.2)</u>	<u>Automatic Controls for Egress and Security Lighting</u>	<u>X No</u>
<u>701.4.7.2 (7.4.7.2)</u>	<u>Supermarket Heat Recovery</u>	<u>___ No</u>
<u>701.4.7.4 (7.4.7.4)</u>	<u>Programmable Thermostats</u>	<u>___ No</u>
<u>701.4.7.5 (7.4.7.5)</u>	<u>Refrigerated Display Cases</u>	<u>___ No</u>
<u>701.5.4 (7.5.4)</u>	<u>Energy Simulation Aided Design</u>	<u>X No</u>
<u>Chapter 8—Indoor Environmental Quality</u>		
<u>801.3.1.3(b)</u> <u>[8.3.1.3(b)]</u>	<u>Outdoor Air Ozone Removal</u>	<u>___ No</u>
<u>801.3.1.4.2 (8.3.1.4.2)</u>	<u>Exfiltration</u>	<u>___ No</u>
<u>801.3.3.4 (8.3.3.4)</u>	<u>Interior Sound Reverberation</u>	<u>___ No</u>
<u>801.3.9 [8.3.9]</u>	<u>Exterior Views</u>	<u>X No</u>
<u>801.4.1.3 (8.4.1.3)</u>	<u>Shading for Offices</u>	<u>___ No</u>
<u>Chapter 9—Materials and Resources</u>		

<u>901.3.1.2 (9.3.1.2)</u>	<u>Total Waste</u>	<u>X No</u>
<u>Chapter 10—Construction and Plans for Operation</u>		
<u>1001.4.4 (10.4.4)</u>	<u>Construction Activity Pollution Prevention: Protection of Occupied Areas</u>	<u>___ No</u>
<u>1001.7 (10.7)</u>	<u>Postconstruction Building Flush-out and Air Monitoring</u>	<u>___ No</u>
<u>1001.10 (10.10)</u>	<u>Service Life Plan</u>	<u>___ No</u>
<u>1001.11.2 (10.11.2)</u>	<u>Transportation Management Plan, Owner-occupied Building Projects or Portions of Building Projects</u>	<u>X No</u>
<u>1001.11.3 (10.11.3)</u>	<u>Transportation Management Plan, Building Tenant</u>	<u>X No</u>

Section 102.1 of the IgCC is amended to read as follows:

102.1 Code Conflicts. Where there is a conflict between a general requirement and a specific requirement of this code, the specific requirement shall be applicable. Where, in any specific case, different sections of the code specify different materials, methods of construction, or other requirements, the most practical requirement to meet the intent of the code, as determined by the *building official*, shall govern.

Section 102.4 of the IgCC is amended to read as follows:

102.4 Referenced codes and standards. The following codes and local amendments thereto shall be considered part of the requirements of this code: the International Building Code (IBC), the International Energy Conservation Code® (IECC®), the International Existing Building Code® (IEBC®), Rockville Fire Code, the International Fuel Gas Code® (IFGC®), the International Mechanical Code® (IMC®), the International Plumbing Code® (IPC®), the International Property Maintenance Code (IPMC), and the International Residential Code® (IRC®).

Section 102.4.1 of the IgCC is amended to read as follows:

102.4.1 Conflicting Provisions. Where conflicts occur between provisions of this code and referenced codes and standards, the most restrictive provisions, as determined by the *building official*, shall apply.

Section 102.6 of the IgCC is amended to read as follows:

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the International Building Code, the International Existing Building Code, the International Property Maintenance Code, or the Rockville Fire Code, or as is deemed necessary by the Building Official for the general safety and welfare of building occupants and the public.

Section 103 of the IgCC is deleted in its entirety.

Section 107(Fees) of the IgCC is deleted

Section 108.2 of the IgCC is amended to read as follows:

108.2 Schedule of permit fees. Where a permit is required, a fee for each permit shall be paid as required, in accordance with the schedule as established by resolution of the Mayor and Council.

Section 108.4 of the IgCC is amended to read as follows:

108.4 Work commencing before permit issuance. Any person who commences any work before obtaining the necessary permits, except as provided for elsewhere in the City Code, shall be subject to an investigation fee as set forth by resolution, in addition to the required permit fees.

Section 108.6 of the IgCC is deleted in its entirety.

Section ~~111~~108 of the IgCC is amended to read as follows:

108 Board of Adjustments and ~~111~~ Means of Appeals. Appeals of administrative interpretations or decisions made by the Building Official shall be administered in accordance with Chapter 5, Article I, Section 5-12 of the Rockville City Code.

Section 301.1 of the IgCC is amended to read as follows:

301.1 (3.1) General.

Certain terms, abbreviations, and acronyms are defined in this section for the purposes of this code. These definitions are applicable to all sections of this code.

Terms that are not defined herein, but that are defined in standards that are referenced herein (*Informative Note:* e.g., ANSI/ASHRAE/IES Standard 90.1), shall have the meanings as defined in those standards.

Other terms that are not defined shall have their ordinarily accepted meanings within the context in which they are used. Ordinarily accepted meanings shall be based on American standard English language usage, as documented in an *approved* unabridged dictionary.

Where terms defined herein appear elsewhere in the Rockville City Code, such terms shall have the meaning herein applied only in reference to the application of this code. Where there is a conflict between definitions, the *building official* shall determine the applicable definition.

Section 501.3.1 of the IgCC is deleted in its entirety, including all subsections.

Section 501.3.2 of the IgCC is deleted in its entirety, including all subsections.

Section 501.3.3 of the IgCC is deleted in its entirety, including all subsections.

Section 501.3.4 of the IgCC is amended to read as follows:

501.3.4 (5.3.4) Stormwater management. Stormwater management systems shall be in accordance with Chapter 19 of the Rockville City Code.

Sections 501.3.4.1 through 501.3.4.6 of the IgCC are deleted in their entirety

Section 501.3.5.1 and 501.3.5.2 of the IgCC are deleted in their entirety

Section 501.3.5.5 of the IgCC is amended to read as follows:

501.3.5.5 (5.3.5.5)Vegetated terrace and roofing systems.

Vegetated terrace and roofing systems, where provided in accordance with Section 501.3.5.3 (5.3.5.3), shall comply with the following:

1. All plantings shall be capable of withstanding the microclimate conditions of the vegetated area, including but not limited to wind, precipitation, and temperature. Plants shall be selected and placed to provide foliage coverage of not less than 50% of designed area of vegetation based on the anticipated plant growth within two years of the issuance of the final certificate of occupancy. Construction documents shall be submitted that show the planting location and anticipated two-year foliage coverage of the plantings. Duplicate coverage shall not be credited where multiple plants cover the same area. Invasive plants shall not be planted.
2. The growing medium shall be designed for the physical conditions and local climate to support the plants selected. The planting design shall include measures to protect the growing medium until the plants are established. The maximum wet weight and water-holding capacity of a growing medium shall be determined in accordance with ASTM E2399.
3. Non-vegetated clearances and borders shall be provided in accordance with the Rockville Fire Code
4. Plantings shall be capable of maintaining the function of the vegetated roof or terrace as required by Section 1001.9.1 (10.9.1).
5. Irrigation of the vegetated roofs and terraces shall comply with Section 601.3.2.4 (6.3.2.4).
6. Installation of plantings shall be in accordance with the roof-covering manufacturer's installation instructions.

Section 501.3.6 of the IgCC is deleted in its entirety, including all subsections.

Section 501.3.7 of the IgCC is deleted in its entirety, including all subsections.

Section 501.3.8.1 of the IgCC is amended to read as follows:

501.3.8.1 (5.3.8.1)Building site waste management Plan.

A building site waste management plan shall be developed and implemented for excavated soil, rock, and land-clearing debris. Land-clearing debris is limited to stumps and vegetation. Diverted land-clearing debris and removed rock and soil shall not be sent to sites where development activity is prohibited by Section 501.3.1.2 (5.3.1.2) or to greenfields other than those being used for agricultural purposes or being developed as part of a building project.

Not less than 50% of the land-clearing debris, excluding invasive plant materials, shall be diverted from disposal in landfills and incinerators other than waste-to-energy systems with an energy-recovery efficiency rate higher than 60%. Land-clearing debris calculations shall be based on either weight or volume but not both. Receipts or other documentation related to diversion shall be maintained through the course of construction.

The plan shall address all of the following:

1. Land-clearing debris, rock, and soil to be diverted from disposal by composting, recycling, or reuse.
2. Waste materials that will be diverted on-site.
3. The locations to which waste materials will be diverted off-site.
4. Soils to be stockpiled for future use at any location.
5. Woody waste to be used as fuel.
6. The destruction and disposal of *invasive plant* materials.
7. The methods of removal of any contaminated soils.
8. The treatment of vegetation to comply with the rules of government-designated quarantine zones for invasive insect species.

Section 601.2 of the IgCC is amended to read as follows:

601.2 (6.2) Compliance. All provisions of Chapter 6 are mandatory provisions.

EXCEPTION: Projects located within Washington Suburban Sanitary Commission (WSSC) Jurisdiction shall comply with WSSC requirements and are not required to comply with Chapter 6 of this code.

Section 601.3.1 of the IgCC is deleted in its entirety, including all subsections

Section 601.3.2.5 of the IgCC is deleted in its entirety.

Section 601.3.2.6 of the IgCC is deleted in its entirety.

Section 601.3.4 of the IgCC is deleted in its entirety.

Section 601.3.9 of the IgCC is deleted in its entirety, including all subsections

Section 701.3.1 of the IgCC is amended to read as follows:

701.3.1 (7.3.1) General. *Building projects* shall be designed to comply with the *Energy Conservation Code* in addition to the requirements contained in this code.

Section 701.3.1.1 of the IgCC is amended to read as follows:

701.3.1.1 (7.3.1.1) Climate zones. Climate zone 4A shall be used for the City of Rockville in determining the applicable requirements of this chapter.

Section 701.3.1.2 of the IgCC is deleted in its entirety.

Section 701.3.2 of the IgCC is amended to read as follows:

701.3.2 (7.3.2) On-site renewable energy systems.

Building projects shall contain on-site photovoltaic systems with a rated capacity of not less than 2 W/ft² (22 W/m²) multiplied by the horizontal projection of the *gross roof area over conditioned spaces and semiheated spaces*. Documentation shall be provided to the AHJ that indicates an exclusive chain of custody and ownership of the RECs from

the on-site renewable energy system to the building owner. RECs supplied from the on-site renewable energy system shall be conveyed to and retired on behalf of the entity who has financial or operational control over the building's electricity consumption. RECs shall be tracked per Section 1001.9.8 (10.9.8). Where the building owner cannot provide documentation on the chain of custody or ownership of the RECs from the on-site renewable energy system, the building owner may provide documentation to the AHJ of an alternate supply contract for an equal or greater quantity of replacement RECs from an alternate renewable energy source.

The building gross roof area used for calculation in Section 701.3.2 (7.3.2) excludes the following:

1. Shaded areas that are defined as roof area where direct-beam sunlight is blocked by structures or natural objects for more than 1500 annual hours between 8 a.m. and 4 p.m.
2. Areas of vegetated terrace and roofing systems compliant with Section 501.3.5.5 (5.3.5.5).
3. Areas designated for public occupancy. Parking areas shall not qualify for this exclusion.
4. Areas designated for helipads.

Exceptions:

1. Building projects that have an annual daily average incident solar radiation available to a flat plate collector oriented due south at an angle from horizontal equal to the latitude of the collector location less than 1.2 kBtu/ft²•day (4.0 kWh/m²•day).
2. Renewable energy systems, other than photovoltaic systems, that result in an equal or greater annual energy production
3. Capacity shall be permitted to be reduced to that required to provide at least 50% of the simulated annual site energy consumption of the proposed building project in accordance with Normative Appendix C.
4. Use of off-site Renewable energy systems that result in an equal or greater annual energy production, where the owner provides RECs or other approved documentation to demonstrate compliance with this section.

Section 701.3.6 and subsections are added to the IgCC to read as follows:

701.3.6 Electric Vehicle Charging Infrastructure. Parking facilities shall be provided with electric vehicle charging infrastructure in accordance with this section and table 701.3.6.

Exception: Where the proposed activity is an alteration that does not include exterior work, work in an existing parking facility, or creation of a new parking facility, this section does not apply.

701.3.6.1 Minimum quantity. The minimum number of parking spaces provided with electric vehicle infrastructure shall be based on the total number of parking spaces provided and rounded up to the nearest whole number. Where reductions are applied in

accordance with Section 701.3.6.2 in no case shall fewer than one of each type of space be provided.

701.3.6.1.1 More than one parking facility. Where more than one parking facility is provided on a building site, the number of parking spaces provided with electric vehicle infrastructure shall be calculated separately for each parking facility.

701.3.6.1.2 Serving multiple occupancies. Where one shared parking facility serves multiple building occupancies, the required number of parking spaces provided with electric vehicle infrastructure shall be determined proportionally based on the floor area of each building occupancy.

701.3.6.1.3 Accessible spaces. The required number of parking spaces provided with electric vehicle infrastructure that are designed for accessibility shall be in accordance with Section 1107.2 of the *International Building Code*. None of the reductions permitted by section C405.14.2 shall reduce the number of required accessible spaces.

701.3.6.2 Reductions. The minimum number of spaces required to be provided with electric vehicle charging infrastructure may be reduced as follows:

1. The number of required *EVSE-Installed spaces* for Groups A, B, E, F, I, M and S-2 Occupancies may be reduced by ten (10) for each DC Fast-Charging *EVSE* installed.
2. Parking spaces designated for vehicles other than passenger vehicles are permitted to be excluded from the total number of on-site parking spaces.
3. Parking spaces designated for quick transactions, such as takeout, pickup, and drop-off are permitted to be excluded from the total number of on-site parking spaces.
4. EVSE-installed spaces above the minimum required number are permitted to be installed to meet the minimum required number of EV-Ready Spaces or the minimum required number of EV-Capable Spaces.
5. EV-Ready spaces above the minimum required number are permitted to be installed to meet the minimum required number of EV-Capable Spaces.
6. The number of required EV-Capable Spaces for Groups R-1, R-2 and R-4 Occupancies may be reduced by 50% where a Long-Term EV Charging Management Plan has been submitted and approved by the *building official*.

TABLE 701.3.6 ELECTRIC VEHICLE CHARGING INFRASTRUCTURE REQUIREMENTS

<u>OCCUPANCY GROUP</u>	<u>EVSE INSTALLED</u>	<u>EVSE READY</u>	<u>EVSE CAPABLE</u>
<u>Groups A, B, E, F, I, M, S-2</u>	<u>5%</u>	<u>10%</u>	<u>25%</u>
<u>Groups R-1, R-2, R-4</u>	<u>15%</u>	<u>25%</u>	<u>65%</u>

701.3.6.3 Classification of Spaces. The parking spaces required by this section shall be classified in accordance with 701.3.6.3.1, 701.3.6.3.2, or 701.3.6.3.3.

701.3.6.3.1 EV-Capable Spaces. For a parking space to qualify as an EV-Capable Space, the following requirements must be met:

1. A raceway or other approved means of cable protection, installed between the panel and the point of termination.
2. The point of termination shall be an approved enclosure, such as a junction box, and shall be installed within 36" (914 mm) of the parking space, or within close proximity of the parking space, as determined by the Building Official.
3. Dedicated physical space shall be provided within the panel for future installation of a 40-ampere overcurrent protective device.
4. Durable approved labels shall be installed at the panel and the point of termination, identifying the infrastructure "For Electric Vehicle Charging"

701.3.6.3.2 EV Ready Spaces. For a parking space to qualify as an EV-Ready Space, a dedicated 40-Ampere, 208/240v branch circuit shall be provided, which meets all of the following requirements:

1. The branch circuit shall serve no other appliances or equipment
2. The branch circuit shall terminate in an approved enclosure within 36" (914 mm) of the parking space, or where site conditions prohibit, within close proximity of the parking space, as determined by the Building Official.
3. The overcurrent protective device and the approved enclosure in which the circuit terminates shall be provided with durable approved labels, identifying the infrastructure "For Electric Vehicle Charging."

701.3.6.3.3 EV-Installed Spaces. Equipment serving EVSE-Installed Spaces shall meet all of the following requirements:

1. The equipment shall meet the criteria for Level 2 charging established in § 12-205 of the Maryland State Code.

Exception: Where connected to an approved Automatic Load Management System (ALMS), the EVSE shall be permitted to supply a reduced output, provided that every EVSE connected to the ALMS is capable of charging at a minimum rate of 1.4 kW simultaneously.

2. The equipment shall be located within 36" of the parking space, or where site conditions prohibit, within close proximity of the parking space, as determined by the Building Official.

Section 701.4 of the IgCC is amended to read as follows:

701.4 (7.4) Prescriptive option. Where a more stringent requirement is provided in this section, it supersedes the requirement in the *Energy Conservation Code*. For all other criteria, the *building project* shall comply with the requirements of the *Energy Conservation Code*.

Section 701.4.2 of the IgCC is amended to read as follows:

701.4.2 (7.4.2) Building envelope. The *building envelope* shall comply with the *Energy Conservation Code*, with the following modifications and additions.

701.4.2.1 (7.4.2.1)[JO] Building envelope requirements.

For a conditioned space, the *building envelope* shall comply with either the nonresidential or residential requirements in Tables 701.4.2.1(1) through 701.4.2.1(4)

Exceptions:

1. *Spaces* that meet the requirements of Section 801.4.1 (8.4.1), regardless of *space* area, are exempt from the *SHGC* criteria for *skylights*.

TABLE 701.4.2.1(1)
NONRESIDENTIAL BUILDING ENVELOPE REQUIREMENTS (OPAQUE ELEMENTS)

Roofs		
	<u>Assembly Maximum</u>	<u>Insulation Min. R-Value</u>
<u>Insulation entirely above roof deck</u>	<u>U-0.030</u>	<u>R-30 c.i.</u>
<u>Metal Buildings</u>	<u>U-0.035</u>	<u>R-19 + R-11 <i>Ls</i> or R-25 +R-8 <i>Ls</i></u>
<u>Attic and other</u>	<u>U-0.020</u>	<u>R-49</u>
Walls, above grade		
<u>Mass</u>	<u>U-0.099</u>	<u>R-9.5 c.i.</u>
<u>Metal building</u>	<u>U-0.057</u>	<u>R-0 + R-15.8 c.i.</u>
<u>Metal framed</u>	<u>U-0.061</u>	<u>R-13 + R-7.5 c.i.</u>
<u>Wood framed and other</u>	<u>U-0.061</u>	<u>R-13 + R-3.8 c.i. or R-20</u>
Walls, below grade		
<u>Below-grade wall</u>	<u>C-0.113</u>	<u>R-7.5 c.i.</u>
Floors		
<u>Mass</u>	<u>U-0.054</u>	<u>R-14.6 c.i.</u>
<u>Joist/framing</u>	<u>U-0.031</u>	<u>R-30</u>
Slab-on-grade floors		
<u>Unheated slabs</u>	<u>F-0.49</u>	<u>R-15 for 24 in.</u>
<u>Heated slabs</u>	<u>F-0.59</u>	<u>R-20 for 24 in.</u>
Opaque doors		
<u>Nonswinging door</u>	<u>U-0.29</u>	
<u>Swinging door</u>	<u>U-0.35</u>	
<u>Garage door <14% glazing</u>	<u>U-0.29</u>	

TABLE 701.4.2.1(2)
NONRESIDENTIAL BUILDING ENVELOPE REQUIREMENTS (FENESTRATION)

<u>Fenestration</u>	<u>Assembly Max.</u>	<u>Assembly Max. SHGC</u>	<u>Assembly Min.</u>
	<u>U-</u>		<u>VT/SHGC</u>

<u>Vertical Fenestration, 0% to 30% of wall</u>				
			<u>East- or West-Facing</u>	<u>1.10</u>
<u>Fixed</u>	<u>0.34</u>	<u>0.36</u>	<u>0.34</u>	
<u>Operable</u>	<u>0.43</u>	<u>0.33</u>	<u>0.32</u>	
<u>Entrance Door</u>	<u>0.60</u>	<u>0.33</u>	<u>0.32</u>	
	<u>Skylight, 0% to 3% of Roof</u>			
<u>All Types</u>	0.48	0.38		NR

TABLE 701.4.2.1(3)

RESIDENTIAL BUILDING ENVELOPE REQUIREMENTS (OPAQUE ELEMENTS)

<u>Roofs</u>		
	<u>Assembly Maximum</u>	<u>Insulation Min. R-Value</u>
<u>Insulation entirely above roof deck</u>	<u>U-0.030</u>	<u>R-30 c.i.</u>
<u>Metal Buildings</u>	<u>U-0.035</u>	<u>R-19 + R-11 <i>L_s</i> or R-25 + R-8 <i>L_s</i></u>
<u>Attic and other</u>	<u>U-0.020</u>	<u>R-49</u>
<u>Walls, above grade</u>		
<u>Mass</u>	<u>U-0.086</u>	<u>R-11.4 c.i.</u>
<u>Metal building</u>	<u>U-0.048</u>	<u>R-0 + R-19 c.i.</u>
<u>Metal framed</u>	<u>U-0.061</u>	<u>R-13 + R-7.5 c.i.</u>
<u>Wood framed and other</u>	<u>U-0.061</u>	<u>R-13 + R-3.8 c.i. or R-20</u>
<u>Walls, below grade</u>		
<u>Below-grade wall</u>	<u>C-0.087</u>	<u>R-10 c.i.</u>
<u>Floors</u>		
<u>Mass</u>	<u>U-0.048</u>	<u>R-16.7 c.i.</u>
<u>Joist/framing</u>	<u>U-0.031</u>	<u>R-30</u>
<u>Slab-on-grade floors</u>		
<u>Unheated slabs</u>	<u>F-0.49</u>	<u>R-15 for 24 in.</u>
<u>Heated slabs</u>	<u>F-0.65</u>	<u>R-20 for 24 in.</u>
<u>Opaque doors</u>		
<u>Nonswinging door</u>	<u>U-0.29</u>	
<u>Swinging door</u>	<u>U-0.35</u>	
<u>Garage door <14% glazing</u>	<u>U-0.29</u>	

TABLE 701.4.2.1(4)

RESIDENTIAL BUILDING ENVELOPE REQUIREMENTS (FENESTRATION)

<u>Fenestration</u>	<u>Assembly Max. U-</u>	<u>Assembly Max. SHGC</u>	<u>Assembly Min. VT/SHGC</u>
<u>Vertical Fenestration, 0% to 30% of wall</u>			
			<u>East- or West-Facing</u>

<u>Fixed</u>	<u>0.34</u>	<u>0.36</u>	<u>0.34</u>	<u>1.10</u>
<u>Operable</u>	<u>0.43</u>	<u>0.33</u>	<u>0.32</u>	
<u>Entrance Door</u>	<u>0.60</u>	<u>0.33</u>	<u>0.32</u>	
	<u>Skylight, 0% to 3% of Roof</u>			
<u>All Types</u>	<u>0.48</u>	<u>0.38</u>		<u>NR</u>

Section 701.4.2.2 of the IgCC is deleted in its entirety.

Section 701.4.2.3 of the IgCC is deleted in its entirety.

Section 701.4.2.6 of the IgCC is amended to read as follows:

701.4.2.6 Vertical fenestration area. The total vertical fenestration area shall be less than 40% of the gross wall area. This requirement supersedes the requirement in the Energy Conservation Code.

Section 701.4.2.7 of the IgCC is deleted in its entirety.

Section 701.4.2.8 of the IgCC is deleted in its entirety.

Section 701.4.3 of the IgCC is amended to read as follows:

701.4.3 Heating, ventilating, and air conditioning. The heating, ventilating, and air conditioning shall comply with the Energy Conservation Code, with the following modifications and additions.

Section 701.4.3.7 of the IgCC is deleted in its entirety.

Section 701.4.3.8 of the IgCC is deleted in its entirety.

Section 701.4.4 of the IgCC is amended to read as follows:

701.4.4 Service water heating. The service water heating shall comply with the Energy Conservation Code, with the following modifications and additions.

Section 701.4.4.3 of the IgCC is deleted in its entirety.

Section 701.4.6.3.2 of the IgCC is deleted in its entirety.

Section 701.5.4 of the IgCC is deleted in its entirety.

Section 801.3.9 of the IgCC is deleted in its entirety.

Section 901.3.1.2 of the IgCC is deleted in its entirety.

Section 1001.11 of the IgCC is deleted in its entirety.

Section 301.1.1 of the IgCC is amended to read as follows:

301.1.1 Application. ~~The requirements contained in this code are applicable to buildings, or portions of buildings. As indicated in Section 101.3, these buildings shall meet either the requirements of ASHRAE 189.1 or the requirements contained in this code or demonstrate compliance using an equivalent option that must be first approved by the Building Official and where the applicant demonstrates equivalency and compliance.~~

Section 302.1 of the IgCC is amended to read as follows:

302.1 Requirements and electives determined by the jurisdiction. The jurisdiction shall indicate the following information in Table 302.1 for inclusion in its code adopting ordinance:

1. ~~The jurisdiction shall indicate whether requirements for residential buildings, as indicated in Exception 1 to Section 101.3, are applicable by selecting "Yes" or "No" in Table 302.1. Where "Yes" is selected, the provisions of ICC 700 shall apply and the remainder of this code shall not apply.~~
2. ~~Requirements: Where "Yes" or "No" boxes are provided, the box checked "Yes" indicates where that section or subsection, as amended, is to be enforced as a mandatory requirement in the jurisdiction, or "No" indicates where that section or subsection is not to be enforced as a mandatory requirement in the jurisdiction.~~
3. ~~Electives: Where "Yes" boxes are provided, the box checked "Yes" indicates where that section or subsection, as amended, is not required and is relocated to Appendix A- Project Electives, Section A110 Additional Project Electives and is eligible for selection as a project elective in the jurisdiction.~~

Table 302.1 of the IgCC is amended to read as follows:

Section	Section Title or Description and Directives	Jurisdictional Requirements		Jurisdictional Electives (Appendix A)
CHAPTER 1. SCOPE				
101.3 Exception 1.1	Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height above grade plane with a separate means of egress, their accessory structures, and the site or lot upon which these buildings are located, shall comply with ICC 700.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
101.3 Exception 1.2	Group R-3 residential buildings, their accessory structures, and the site or lot upon which these buildings are located, shall comply with ICC 700.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
101.3 Exception 1.3	Group R-2 and R-4 residential buildings four stories or less in height above grade plane, their accessory structures, and the site or lot upon which these buildings are located, shall comply with ICC 700.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
CHAPTER 4. SITE DEVELOPMENT AND LAND USE				
401.2	Predesign site inventory and assessment	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

402	Preservation of Natural Resources	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
403	Stormwater Management	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
404	Landscape Irrigation and Outdoor Fountains	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
405.1-405.2	Management of Vegetation, Soils and Erosion Control	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
405.3	Native plant landscaping	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
406	Building Site Waste Management	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
407.1-407.3	Transportation Impact	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
407.4	Preferred vehicle parking	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
408	Heat Island Mitigation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
409	Site Lighting	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
CHAPTER 5. MATERIAL RESOURCE CONSERVATION AND EFFICIENCY				
502	Construction Material Management	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
503	Construction Waste Management	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
503.1	Minimum percentage of waste material diverted from landfills	<input checked="" type="checkbox"/> Yes (50%)		
504	Waste Management and Recycling	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
505	Material Selection	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
506	Lamps	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
CHAPTER 6. ENERGY CONSERVATION, EFFICIENCY AND CO_{2e} EMISSION REDUCTION				
302.1, 302.1.1, 602.1	Zero Energy Performance Index (zEPI) of Jurisdictional Choice—The jurisdiction shall indicate a zEPI of 50 or less in each occupancy for which it intends to require enhanced energy performance.	<input checked="" type="checkbox"/> Yes Occupancy; ALL zEPI: 50	<input type="checkbox"/> No	

603	Energy Metering, Monitoring and Reporting	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
604	Automated Demand Response (Auto-DR) Infrastructure	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
605	Building Envelope Systems	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
606	Building Mechanical Systems (as amended)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
606.5.1	Economizer Systems	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
607	Building Service Water Heating Systems (as amended)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
608	Building Electrical Power and Lighting Systems	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
609	Specific Appliances and Equipment	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
610	Onsite Renewable Energy Systems	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
611	Energy Systems Commissioning and Completion	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
612	Outcome Based Pathway Requirements	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
CHAPTER 7. WATER RESOURCE CONSERVATION, QUALITY AND EFFICIENCY				
701.2	Water usage metering required	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
702.1-702.4	Fitting and fixture consumption through Drinking fountain controls	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
702.5	Appliances	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
702.6-702.19	Municipal Reclaimed Water through Film Processors	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
703	HVAC Systems and Equipment (as amended)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
704	Water Treatment Devices and Equipment	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
CHAPTER 8. INDOOR ENVIRONMENTAL QUALITY AND COMFORT				
802	Building Construction Features, Operations and Maintenance Facilitation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
803	HVAC Systems	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

804	Specific Indoor Air Quality and Pollutant Control Measures	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
804.2	Post-Construction Pre-Occupancy Baseline IAQ Testing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
805	Prohibited Materials	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
806	Material Emissions and Pollutant Control	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
807	Acoustics	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
808	Daylighting	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes
CHAPTER 9. COMMISSIONING, OPERATION AND MAINTENANCE				
902	Special Inspection and Commissioning	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
903	Building Operations and Maintenance Documentation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
904	Building Operations and Maintenance	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
CHAPTER 10. EXISTING BUILDINGS				
Chapter 10	Existing Buildings	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
CHAPTER 11. EXISTING BUILDING SITE DEVELOPMENT				
Chapter 11	Existing Building Site Development	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
APPENDIX A: PROJECT ELECTIVES				
A103	Minimum 10 project electives shall be selected from sections A104 through A110, as amended.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

Section 302.1.1 of the IgCC is amended to read as follows:

302.1.1 zEPI of 50 or less. Where a zEPI of 50 or less is indicated by the jurisdiction in Table 302.1, buildings shall comply on a performance basis in accordance with Section 601.3.1.

Exception: Buildings less than 25,000 square feet (2323 m²) in total building floor area pursuing compliance on a prescriptive basis shall be deemed to have a zEPI of 50 and shall not be required to comply with the zEPI of Jurisdictional Choice indicated by the jurisdiction in Table 302.1.

Sections 401.2 (Predesign site inventory and Assessment) of the IgCC is deleted in its entirety.

Section 402 (Preservation of Natural Resources) of the IgCC is deleted in its entirety.

Section 403 (Stormwater Management) of the IgCC is deleted in its entirety.

Section 404 (Landscape Irrigation and Outdoor Fountains) is removed and added to Appendix A Section A110-404 of this Code.

Section 405.1 (Soil and water quality protection) and Section 405.2 (Vegetation and soil protection) of the IgCC are deleted in its entirety.

Section 405.3 (Native Plant Landscaping) is removed and added to Appendix A Section A110-405.3 of this Code.

Section 407.1 (Walkways and bicycle paths) through Section 407.3.2 (Long-term bicycle parking) of the IgCC are deleted in their entirety.

Section 407.4 (Preferred vehicle parking) is removed and added to Appendix A Section A110-407.4 of this Code.

Section 408.2 (Site hardscape) is amended to read as follows:

Section 408.2 Site hardscape. In climate zones 1 through 6, as established in the *International Energy Conservation Code*, not less than 40 percent of the site hardscape shall be provided with one or any combination of options described in Sections 408.2.1 through 408.2.4. For the purposes of this section, site hardscape shall not include areas of the site covered by solar photovoltaic arrays or solar thermal collectors.

Section 409 (Site Lighting) is removed and added to Appendix A Section A110-409 of this Code.

Section 503.2 is added to the IgCC to read as follows:

Section 503.2 Deconstruction and demolition material and waste management plan. Where buildings, structures or portions thereof are deconstructed or demolished, a minimum of 50 percent of materials shall be diverted from landfills. A construction material and waste management plan shall be developed that is in accordance with Section 503.1, that includes procedures for deconstruction, procedures for the proper removal, management and disposal of hazardous materials (including, but not limited to materials and devices containing mercury, poly-chlorinated biphenyl, lead, asbestos, CFCs, and HCFCs), and documentation on the total materials in buildings, structures and portions thereof to be deconstructed or demolished and the materials to be diverted.

Sections 505 (Material Selection) and 506 (Lamps) are removed and added to Appendix A Section A110-505 and Section A110-506 of this Code.

Section 604 (Automated Demand Response Infrastructure) is removed and added to Appendix A Section A110 of this Code.

Section 606.5.1 (Economizer systems) is removed and added to Appendix A Section A110-606.5.1 of this Code.

Section 608 (Building Electrical Power and Lighting Systems) of the IgCC is deleted in its entirety.

Section 609 (Specific Appliances and Equipment) is removed and added to Appendix A Section A110-609 of this Code.

Section 610 (Onsite Renewable Energy Systems) is removed and added to Appendix A Section A110-610 of this Code.

Section 612 (Outcome-Based Pathway Requirements) of the IgCC is deleted in its entirety.

Section 701.2 (Water usage metering required) is removed and added to Appendix A Section A110-701.2 of this Code.

Section 702.5 (Appliances) is removed and added to Appendix A Section A110-702.5 of this Code.

Sections 702.6 (Municipal reclaimed water) through 702.19 (Film processors) of the IgCC are deleted in their entirety.

Sections 703.1 (Hydronic closed system), 703.2 (Humidification systems), 703.3 (Condensate coolers and tempering), 703.4 (Condensate drainage recovery), 703.6 (Humidifier discharge), 703.7 (Cooling towers, evaporative condensers and fluid coolers), 703.8 (Wet hood exhaust scrubber systems), of the IgCC are deleted in their entirety.

Section 704 (Water Treatment Devices and Equipment) is removed and added to Appendix A Section A110-704 of this Code.

Section 803.3.1(1) of the IgCC is amended to read as follows:

803.3.1(1) The enclosing walls shall extend from the floor surface to the underside of the floor, roof deck or solid ceiling above and shall be constructed to resist the passage of airborne chemical pollutants and shall be constructed and sealed as required for a smoke partition in a fully sprinklered building or 1-hour fire resistance-rated construction assemblies. Alternatively, for janitorial rooms and closets, all chemicals shall be stored in approved chemical safety storage cabinets.

Section 804.1 (Fireplaces and appliances) of the IgCC is deleted in its entirety.

Section 804.2 (Post construction, pre-occupancy baseline IAQ testing) is removed and added to Appendix A Section A110-804.2 of this Code.

Sections 806 (Material Emissions and Pollutant Control), 807 (Acoustics), and 808 (Daylighting) are removed and added to Appendix A Section A110-806, Section A110-807, Section A110-808 of this Code, accordingly.

Section 902.1.1.1 of the IgCC is amended to read as follows:

902.1.1.1 Qualifications of approved agencies. An approved agency shall be qualified and shall demonstrate competence, to the satisfaction of the Building Official, for the commissioning of the particular type of construction or operation. The registered design professional in responsible charge and engineers of record involved in the design of the project are permitted to act as the approved agency provided those personnel meet the qualification requirements of this section to the satisfaction of the Building Official. The approved agency shall provide written documentation to the Building Official demonstrating competence and relevant experience or training. Experience or training shall be considered relevant where the documented experience or training is related in complexity to the same type of commissioning activities for projects of similar complexity and material qualities.

Chapter 10 (Existing Buildings) of the IgCC is deleted in its entirety.

Chapter 11 (Existing Building Site Development) of the IgCC is deleted in its entirety.

Section A103.2 of the IgCC is amended to read as follows:

A103.2 Required number of and selection of project electives. A total of not less than 10 project electives shall be selected by the owner or the owner's authorized agent from Table A103.2. Selected project electives shall be applied as mandatory requirements for the project. Selected project electives shall be communicated to the Building Official by means of checking the appropriate boxes in the tables and providing a copy of the tables, or by inclusion of a list of selected project electives, with the construction documents.

Table A103.2 Project Electives of the IgCC is amended to read as follows:

Section	Description	Owner Selection	
A104.2	Wildlife corridor	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A104.3	Infill site	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A104.4	Brownfield site	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A104.5	Site restoration	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A104.6	Mixed use development	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A104.9.1	Site hardscape project elective 1	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A104.9.2	Site hardscape project elective 2	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A104.9.3	Site hardscape project elective 3	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A104.9.4	Roof covering project elective	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A105.1	Waste management	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A105.2	Construction waste landfill maximum	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A105.3(1)	Reused, recycled content, recyclable, bio-based and indigenous materials (70%)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A105.3(2)	Reused, recycled content, recyclable, bio-based and indigenous materials (85%)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A105.4	Service life plan	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A105.5	Design for construction and building reuse	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A105.6	Existing building reuse	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A105.7	Historic building reuse	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A105.8	Integrated design	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A105.9	Deconstruction	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A106.1	zEPI is at least 5 points lower than required by Table 302.1	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	zEPI is at least 10 points lower than required by Table 302.1	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	zEPI is at least 15 points lower than required by Table 302.1	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	zEPI is at least 20 points lower than required by Table 302.1	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	zEPI is at least 25 points lower than required by Table 302.1	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	zEPI is at least 30 points lower than required by Table 302.1	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	zEPI is at least 35 points lower than required by Table 302.1	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	zEPI is at least 40 points lower than required by Table 302.1	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	zEPI is at least 45 points lower than required by Table 302.1	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	zEPI is at least 50 points lower than required by Table 302.1	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A106.2	Mechanical system project elective	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A106.3	Service water heating	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A106.4	Lighting Systems	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A106.5	Passive design	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A106.6	Renewable energy systems—5 percent	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A106.6	Renewable energy systems—10 percent	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A106.6	Renewable energy systems—20 percent	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A107.2	Onsite wastewater treatment	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A107.3	Alternative onsite potable water for outdoor hose connections	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A107.4	Alternative onsite potable water for plumbing fixture flushing	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A107.5	Automatic fire sprinkler system	<input type="checkbox"/> Yes	<input type="checkbox"/> No

A107.6	Alternative onsite nonpotable water to fire pumps	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A107.7	Alternative onsite nonpotable water for industrial process makeup water	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A107.8	Alternative onsite nonpotable water for cooling tower makeup water	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A107.9	Gray water collection	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A108.2	VOC emissions— flooring	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A108.3	VOC emissions— ceiling systems	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A108.4	VOC emissions— wall systems	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A108.5	Architectural paints and coatings	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A108.6	Total VOC limit	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A108.7	Views to building exterior	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A110-404	Landscape Irrigation and Outdoor Fountains	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A110-405.3	Native Plant Landscaping	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A110-407.4	Preferred Vehicle Parking	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A110-409	Site Lighting	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A110-505	Material Selection	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A110-506	Lamps	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A110-604	Automated Demand Response (Auto-DR) Infrastructure	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A110-606.5.1	Economizer Systems	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A110-608.2–608.9	Building Electrical Power and Lighting Systems	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A110-609.2.3	Specific Appliances and Equipment	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A110-610	Onsite Renewable Energy Systems	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A110-701.2	Water Usage Metering	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A110-702.5	Appliances	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A110-704	Water Treatment Devices and Equipment	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A110-804.2	Post-Construction Pre-Occupancy Baseline IAQ Testing	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A110-806	Material Emissions and Pollutant Control	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A110-807	Acoustics	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A110-808	Daylighting	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Sections A104.1 (Flood hazard area project elective), A104.7 (Changing and shower facilities project elective) and 104.8 (Long-term bicycle parking and storage project elective) of the IgCC are deleted in their entirety.

Section A110 of the IgCC is added to read as follows:

Section A110 Additional Project Electives

A110.1 Additional Project Electives. The following Sections and Subsections are removed from Chapter 3 through Chapter 8 of this code and relocated to Appendix A to be optional requirements: 404, 405.3, 407.4, 409, 505, 506, 604, 606.5.1, 608.2–608.9, 609.2.3, 610, 701.2, 702.5, 704, 804.2, 806, 807 and 808. Section and subsection numbers, titles and provisions shall remain consistent, unless otherwise amended. Each section or subsection is considered as separate project electives. The electives shall be cumulative and compliance with each project elective shall be recognized individually.

Secs. 5-323—5-330. Reserved.

DIVISION 45. RESIDENTIAL STRUCTURES ONE AND TWO FAMILY DWELLING REQUIREMENTS

Sec. 5-331. Applicability.

The requirements of this division shall be applicable newly constructed and substantially reconstructed; to one and two family dwellings as indicated in section 5-303 of this article.

1. One- and two-family dwellings and townhouses; and
2. Group R-2 multiple-family dwellings of three stories or fewer above grade.

Sec. 5-332. National Green Building Standard, Adopted~~Green building checklist required.~~

The ICC 700 National Green Building Standard (NGBS), 2020 Edition, as modified herein, is hereby adopted as the residential green construction code for the City. One (1) copy of such publication as adopted shall be housed by the Inspection Services Division and made available for inspection by the public during regular office hours. Any amendment or change in such publication promulgated by the International Code Council shall not become a part of this article until adopted by ordinance. References to other ordinances and codes of the City shall be interpreted and applied in accordance with the terms and effect of such ordinances and codes at the time of such application and interpretation. All one and two family dwelling as indicated in section 5-303 of this article must submit either a completed NGBS checklist, or equivalent green homes checklist with every submittal to the City.

Sec. 5-333. Rockville Green Homes Certification required.

New structures subject to the provisions of this division must earn the NGBS Certified certification prior to issuance of Certificate of Occupancy. Homes must achieve a minimum Silver performance level in Chapters 5 through 10 of the ICC 700-2015 (National Green Building Standard) or equivalent system that must be first approved by the Building Official and where the applicant demonstrates equivalency and compliance.

Sec. 5-334. National Green Building Standard —Amendments.

The ICC 700 National Green Building Standard, 2020 Edition (NGBS), is amended in the following respects:

Section 103.1 of the NGBS is amended to read as follows:

103.1 Proof of Registration Required. Prior to issuance of building permits for projects subject to the provisions of this standard, applicants shall provide proof of project registration for NGBS Certification.

Section 103.2 is added to the NGBS to read as follows:

103.2 Conflicts. Where there is a conflict between a general requirement and a specific requirement of this standard, the specific requirement shall be applicable. Where, in any specific case, different sections of the standard specify different materials, methods of construction or other requirements, the most practical requirement to meet the intent of the code, as determined by the *building official*, shall govern.

103.2.1 Conflicting Provisions. Where conflicts occur between provisions of this standard and referenced codes and standards, the most restrictive provisions, as determined by the *building official*, shall apply.

This table in *Section 1402* of the NGBS is amended to read as follows:

ICC – International Code Council | www.iccsafe.org

<u>DOCUMENT</u>	<u>DATE</u>	<u>TITLE</u>	<u>SECTION</u>
<u>A117.1</u>	<u>2017</u>	<u>Accessible and Usable Buildings and Facilities</u>	
<u>IBC</u>	<u>2021</u>	<u>International Building Code</u>	
<u>ICC-400</u>	<u>2012</u>	<u>Standard on the Design and Construction of Log Structures</u>	<u>Table 701.4.3.2(2)</u>
<u>IECC</u>	<u>2021</u>	<u>International Energy Conservation Code</u>	
<u>IFGC</u>	<u>2021</u>	<u>International Fuel Gas Code</u>	
<u>IgCC</u>	<u>2021</u>	<u>International Green Construction Code</u>	
<u>IMC</u>	<u>2021</u>	<u>International Mechanical Code</u>	
<u>IRC</u>	<u>2021</u>	<u>International Residential Code</u>	
<u>IPC</u>	<u>2021</u>	<u>International Plumbing Code</u>	
<u>IWUIC</u>	<u>2018</u>	<u>International Wildlife Urban Interface Code</u>	<u>503.1(8),</u> <u>11.503.1(8)</u>

NOTE: ~~Strikethrough~~ indicates material deleted.

Underlining indicates material added.

Asterisks * * * indicate material unchanged by this ordinance.

I hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Mayor and Council of Rockville at its meeting of

_____.

Sara Taylor-Ferrell
City Clerk/Director of Council Operation



MAYOR AND COUNCIL Meeting Date: December 15, 2025
Agenda Item Type: INTRODUCTION AND POSSIBLE ADOPTION
Department: CPDS - INSPECTION SERVICES
Responsible Staff: SHANNON PATRICK

Subject

Adoption of an Ordinance to Amend Chapter 9 of the Rockville City Code Entitled “Fire Code” by Adopting with Certain Additions, Deletions, and Amendments the 2024 Editions of the Fire Code (NFPA 1) and the Life Safety Code (NFPA 101), and All Associated NFPA Codes or Standards Incorporated by Reference and the Latest Editions of Certain Other NFPA Codes Not Incorporated by Reference into NFPA 1 or NFPA 101 and By Making Other Minor Technical Changes.

Department

CPDS – Inspection Services

Recommendation

Staff recommends that the Mayor and Council introduce and adopt the proposed ordinance, at Attachment 1, to amend Chapter 9 of the Rockville City Code. If the Mayor and Council wish to proceed with the adoption of the ordinance at its December 15 meeting, the ordinance should first be introduced, and then a motion to waive the layover period should be made. If the motion to waive the layover period is approved by six affirmative votes, a motion to adopt the ordinance may then proceed.

Change in Law or Policy

The proposed ordinance would update the fire code by adopting current versions of the model codes published by the National Fire Protection Association (NFPA), with local amendments.

Discussion

Background

The City of Rockville strives to effectively administer and enforce its fire regulations utilizing the latest codes and standards. The model codes and standards are reviewed and amended at an international level every three years. The State of Maryland adopts minimum codes and standards, with or without amendments, and permits local jurisdictions to make additional amendments to align with local conditions and policy, with some limitations.

On June 23, 2025, the State of Maryland made the 2024 editions of the National Fire Protection Association (NFPA) 1 (Fire Code) and 101 (Life Safety Code), and their referenced codes and standards, effective. The City's fire regulations are comprised of the State Fire Prevention Code and Chapter 9 of the City Code, which contains "local amendments" to the State Code. The city last amended Chapter 9 in 2018. By adopting the model code, the city achieves greater

uniformity and consistency with surrounding jurisdictions. The proposed changes will result in consistency in Rockville for customers and developers who work in multiple jurisdictions within the DC Metropolitan region.

The codes and standards adopted by the State allow for modification, provided that the changes do not lessen the original adopted requirements. It is often necessary to amend the codes and standards adopted at the State level to make enforcement align with current local policy and procedures and make the application of the codes and standards on a local basis more consistent.

CPDS Staff convened a code review committee composed of area fire protection engineers, architects, and other stakeholders to provide comments on the proposed amendments. The information received from this committee was used to refine the code language and ensure that the requirements adopted are reasonable, consistent, in concert with other city and regional requirements, and enforceable by those responsible. In addition, the proposed amendments were distributed publicly for 30 days, and comments were solicited for consideration. Due to this comment period and the minor nature of these amendments, staff does not recommend that the Mayor and Council hold a public hearing.

The proposed local amendments reflect recommendations from the review committee and coordination and comments from the Montgomery County Department of Fire & Rescue Services, the Montgomery County Department of Permitting Services, and the City of Gaithersburg.

Proposed Changes to Chapter 9

The charts below show the significant changes to the proposed Rockville Fire Code that differ from what the State of Maryland has adopted and an overview of the proposed code amendments to the 2024 Fire and Life Safety Codes.

Significant Changes to Chapter 9		
	Description of Change	Details of Change
Sec. 9-18 of Chapter 9. Inspections and testing.	Requirements for licensed contractors to submit/upload test reports to the city's 3rd party vendor within 30 days of their inspection. The new language also stipulates the timeframes the uploads must be submitted and identifies acceptable documentation.	State Fire Code contains requirements for varying frequency of inspections, testing and maintenance for fire protection systems. The City uses a 3rd party vendor, The Compliance Engine, as the tool for all inspections records to be stored. The system automatically identifies which properties are overdue, what deficiencies are unresolved, and where follow-up is needed. The new language is already referenced on the Compliance Engine platform; however, the specific city requirements should be in the local fire code to strengthen enforcement efforts when the property owners or their licensed vendors fail to meet the guidelines.

2024 NFPA 1, Amended by State Fire Prevention Code		
Annex A , A.10.2.7.1	<p>A.10.2.7.1 The frequency of fire prevention inspections of existing buildings should be based upon a risk assessment of these properties completed by the responsible AHJ. Considerations for this assessment should include, but not be limited to, the occupancy classification of the building and hazards associated with that classification; the number, location, and physical and mental capabilities of potential building occupants (especially self-evacuation abilities); construction design and maintenance of the property; fire protection features of the building; special hazards associated with activities or operations conducted within the building; available fire department suppression resources with special consideration to necessary special suppression operations; and resources available for fire code inspections and enforcement actions.</p>	<p>New language allowing for a risk assessment to be completed by the AHJ to determine the frequency of fire prevention inspections of existing buildings. Similar language is in the previous edition of NFPA 1. However, this new language provides the AHJ with clearer flexibility and authority so they can make the best decisions for their communities when considering occupant risk in existing buildings.</p>

Section 10.10.6.1	<p>Unless permitted by 10.10.6.2, for other than one- and two-family dwellings, outdoor cooking appliances, grills, or other similar devices intended for cooking, heating, or any other purpose shall not be used, kindled, or stored in any of the following locations: (1) On any balcony (2) Under any overhanging portion of a structure (3) Within 20 ft (4.7 6.1 m) of any structure.</p>	<p>The State Fire Prevention Code amended the standard code of 10 ft to 15 ft. Locally, we are increasing the minimum distance from a structure from 15 ft to 20 ft due to the increased number fire events nationally and locally associated with open flames in outdoor cooking. In addition, the proposed change aligns the city requirements with Montgomery County and the City of Gaithersburg.</p>
Subsection 10.21.1	<p>Where one or more powered micromobility devices will be charged inside or within 15 ft (4.6 m) of a building or structure, the charging operation shall be in accordance with Section 10.21</p>	<p>Increase the minimum distance the micromobility device may be located from a building from 10 ft to 15 ft due to the rise in fires nationally involving these devices. New language in the State Fire Prevention Code.</p>

<p>Section 11.10.2</p>	<p>All newly constructed below-ground floors of a building, all floors in buildings greater than 25,000 sq. ft per floor, and all floors of buildings greater than three (3) stories in height must meet minimum emergency radio communication system performance criteria adopted by Montgomery County Department of Technology Services. Proof that minimum performance criteria are met must be provided in writing to the AHJ, and testing shall comply with the following: (a) Performance testing shall be performed in accordance with the technical standards for systems and testing personnel established by Montgomery County Department of Technology Services. (b) Compliance testing shall be performed at the time of occupancy and annually thereafter. (c) All testing, design, installation and maintenance required must be performed by personnel approved by the City of Rockville Fire Marshal. Exception: The requirements of this section shall not apply to one- and two-family dwellings or townhomes.</p>	<p>We have used the language from this Montgomery County standard for some time without having the language in our local fire code. It should be added to the city's fire code to strengthen our enforcement efforts.</p>
<p>Section 13.3.2.24.2</p>	<p>Existing high-rise buildings, other than those meeting 13.3.2.24.2.1 or 13.3.2.24.2.2, shall be protected throughout by an approved automatic sprinkler system in accordance with this chapter and 13.3.2.24.2.3 through 13.3.2.24.2.5.</p>	<p>This language has been adopted at the State Level and will be codified in Chapter 9 due to the critical nature of the requirement.</p>

Section 13.3.2.24.2.1	An automatic sprinkler system shall not be required where every dwelling unit has exterior access in accordance with 14.10.3.	This language has been adopted at the State Level and will be codified in Chapter 9 due to the critical nature of the requirement.
Section 13.3.2.24.2.2	An automatic sprinkler system shall not be required in buildings that have a previously approved and implemented engineered life safety system complying with 13.3.2.24.2.2.1 and 13.3.2.24.2.2.2.	This language has been adopted at the State Level and will be codified in Chapter 9 due to the critical nature of the requirement.
Section 13.3.2.24.2.2.1	The engineering life safety system shall have been developed by a registered professional engineer experienced in fire and life safety system design, approved by the authority having jurisdiction, and shall include any or all of the following: (1) Partial automatic sprinkler protection (2) Smoke detection systems (3) Smoke control systems (4) Compartmentation (5) Other approved systems.	This language has been adopted at the State Level and will be codified in Chapter 9 due to the critical nature of the requirement.
Section 13.3.2.24.2.2.2	The engineering life safety system shall be maintained in accordance with the approved design documents and applicable standard.	This language has been adopted at the State Level and will be codified in Chapter 9 due to the critical nature of the requirement.
Section 13.3.2.24.2.3	Each building owner shall, within 180 days of receiving notice, file an intent to comply with this regulation with the AHJ for approval.	This language has been adopted at the State Level and will be codified in Chapter 9 due to the critical nature of the requirement.
Section 13.3.2.24.2.4	The AHJ shall review and respond to the intent-to-comply submittal within 60 days of receipt.	This language has been adopted at the State Level and will be codified in Chapter 9 due to the critical nature of the requirement.

<p>Section 13.3.2.24.2.5</p>	<p>The entire building shall be required to be protected by an approved automatic sprinkler system within 12 years of the date of the original violation notice issued by the fire authority having jurisdiction.</p>	<p>This language has been adopted at the State Level and will be codified in Chapter 9 due to the critical nature of the requirement.</p>
<p>Section 13.3.2.24.2.6</p>	<p>In high-rise buildings that are not protected throughout by an approved automatic sprinkler system, signage shall be posted complying with 13.3.2.24.2.6(A) through 13.3.2.24.2.6(D). (A) Signage shall be posted at all main building entrances as approved by the AHJ. (B) The lettering on the sign shall be at least 1 inch high. (C) The lettering shall be placed on a contrasting background. (D) The wording shall state as follows: "WARNING: THIS HIGH-RISE BUILDING IS NOT PROTECTED THROUGHOUT WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM".</p>	<p>This language has been adopted at the State Level and will be codified in Chapter 9 due to the critical nature of the requirement.</p>

Section 13.3.2.27.1.1	<p>All new day care occupancies shall be protected throughout by an approved, supervised automatic sprinkler system in accordance with Section 9.7 of NFPA 101 [NFPA:16.3.5.2]</p> <p>Automatic protection is not required if all of the following conditions are met: (1) The total number of occupants in the occupancy in which the day care center is located is not more than 300 persons. (2) All rooms used for day care are located on the level of exit discharge; (3) All rooms used for day care have at least one exterior door at grade level; (4) The occupancy in which the day care center is located does not exceeds 12,000 sq ft in area.</p>	<p>New requirements for increased safety in day care occupancies. This new language is also new to the State Fire Prevention Code.</p>
Section 20.1.5.8.3	<p>In the following assembly occupancies, an audible announcement shall be made, or a projected image shall be shown, within 10 minutes prior to the start of each program that notifies occupants of the location of the exits to be used in case of a fire or other emergency: (1) Theaters (2) Motion picture theaters (3) Auditoriums (4) Other similar assembly occupancies with occupant loads exceeding 300 where there are non-continuous programs [101:12.7.7.3; 101:13.7.7.3]</p>	<p>Language is designed to increase awareness of exits in assembly occupancies due to fires and other emergencies. This new language is also new to the State Fire Prevention Code.</p>
Section 14.4.2.1.1	<p>Trash or recyclable materials awaiting scheduled collection shall not be placed in exits, exit access corridors or on egress balconies.</p>	<p>New language in the State Fire Prevention Code to address the storage of these items in the exits or exit access.</p>
2024 NFPA 101, Amended by State Fire Prevention Code		

Section 31.3.5.9	All high-rise buildings, other than those meeting 31.3.5.9.2 or 31.3.5.9.3, shall be protected throughout by an approved, supervised automatic sprinkler system in accordance with 31.3.5.2 within 12 years of the date of the original violation notice issued by the fire authority having jurisdiction.	This new language is also new to the State Fire Prevention Code.
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Equity

Structure fires affect community equity by unequally impacting lower-income and marginalized communities through challenges in recovery, heightened vulnerability, and systemic inequities in preparation. This ordinance, with its focus on fire prevention, risk reduction, and community education/engagement, will likely avert this inequity.

Environment

Structure fires negatively affect the environment by contaminating air, water, and soil through the combustion of building materials. By adopting this ordinance, we can reduce or eliminate fire incidents and safeguard the environment.

Economy

Structure fires hurt the economy through direct costs such as property damage, business interruptions, and job losses. They also lead to indirect costs such as higher insurance premiums, lower property values, and decreased tax revenue. This ordinance, which focuses on prevention, is likely to reduce occurrences of these events.

Mayor and Council History

This is the first time the Mayor and Council have received the proposed ordinance to amend Chapter 9 to adopt the 2024 NFPA codes.

Public Notification and Engagement

The proposed code changes were posted on the city website and sent to stakeholders, both designers and contractors, within the fire protection industry for review and feedback. The only feedback received came from one design professional, thanking us for moving forward with adoption. When adopted, staff will notify stakeholders using the same methods.

Fiscal Impact

These locally proposed amendments should have a negligible fiscal impact on the city and can be enforced by existing staff. The changes should also have no significant financial impact on the building and development community.

Next Steps

Following the adoption of the ordinance, there will be a 30-day grace period before the proposed changes are effective.

Attachments

Chapter 9 Ordinance, Chapter 9 Fire Code Presentation

ORDINANCE NO. _____

ORDINANCE: To Amend Chapter 9 of the Rockville City Code, Entitled “Fire Code,” to Adopt the 2024 Editions of the Fire Code (NFPA 1) and the Life Safety Code (NFPA 2024), and All Associated NFPA Codes or Standards Incorporated by Reference and the Latest Editions of Certain Other NFPA Codes Not Incorporated by Reference Into NFPA1 or NFPA101, With Certain Additions, Deletions, and Modifications

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND as follows:

SECTION I - That Chapter 9 of the Rockville City Code, entitled “Fire Code,” be amended as follows:

Chapter 9

FIRE CODE

ARTICLE I. IN GENERAL

Sec. 9-1. Scope.

This chapter shall apply to the construction, alteration, addition, repair, removal, demolition, use, location, occupancy, and/or maintenance of all buildings, structures, properties and their service equipment, within the City of Rockville. It supersedes Ordinance No. 8-75, adopted June 2, 1975. Its purpose is to adopt the 2024~~2018~~ editions of the Fire Code (NFPA 1) and the Life Safety Code (NFPA 101), and all associated NFPA codes or standards incorporated by reference and the latest editions of certain other NFPA codes not incorporated by reference into NFPA 1 or NFPA 101, with modifications necessary to achieve uniformity and consistency with certain State of Maryland, Montgomery County, and City of Rockville laws and ordinances, as well as certain Planning and Development Services policies and procedures. Where this ordinance differs from any other City of Rockville ordinances or the State of Maryland Fire

Prevention Code (COMAR 29.06.01), it does not preempt or negate any more restrictive provisions adopted or enacted by those ordinances and the more restrictive provision(s) shall apply.

The provisions of this chapter shall not apply to any building, area or premises within the City, which is owned by any department or agency of the Government of the United States or the State of Maryland.

* * *

Sec. 9-17. Permits.

(a) ~~{Issuance.}~~ No activity requiring a permit by this article shall be undertaken prior to the issuance of a permit.

* * *

(j) *Expiration.* Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within one hundred and eighty (180) days after its issuance, or if the work authorized by such permit does not continue to progress or is abandoned for a period of six (6) months after the last approved/valid inspection. A failed inspection will not count as an approved/valid inspection. If a permit becomes invalid, a new permit must be obtained, including payment of the appropriate fees per the City's Fee Schedule adopted by resolution of the Mayor and Council, before work recommences.

(k) *Extensions.* The building official may extend the time for action by the permittee if there is reasonable cause. A permittee holding an unexpired permit shall have the right to apply for an extension, in writing, for time to complete such work. The extension shall be requested for a justifiable cause. ~~six (6) months after its issuance, or if the work authorized by such permit does not continue to progress or is abandoned for a period of six (6) months after the~~

~~last approved/valid inspection. Before such work re-commences, a new permit shall be first obtained, and the appropriate fees shall be paid. The authority having jurisdiction can extend the time for action by the permittee if there is reasonable cause. A permittee holding an unexpired permit shall have the right to apply for an extension, in writing, for time to complete such work. The extension shall be requested for a justifiable cause.~~

~~The fees shall be one half (1/2) the amount required for a new permit for such work, provided no changes have been made or will be made in the original construction documents for such work. Any person who commences work before obtaining the necessary permits shall be subject to, an investigation fee as set forth by resolution, and one hundred (100) percent of the usual permit fee.~~

Sec. 9-18. Inspections and testing.

* * *

(b) Licensed vendors responsible for inspecting, testing, and maintaining fire protection and life safety systems must submit their inspection reports and all necessary documentation to the City of Rockville's third-party reporting system within 30 days of the inspection.

(c) Inspection reports for fire alarms, sprinkler systems, generators, private hydrants, fire pumps, standpipes, fire/smoke dampers, and all other fire protection and life safety systems managed by the third-party vendor must be submitted annually or according to the minimum inspection frequency specified in NFPA 1.

(d) Reports for listed hoods, containing mechanical or fire-actuated dampers, internal washing components, or other mechanically operated devices shall be inspected and tested by properly trained, qualified, and certified persons every 6 months or at frequencies recommended

by the manufacturer in accordance with their listing. Reports for commercial kitchen exhaust cleaning for grease buildup must be submitted in accordance with the schedule of inspections per NFPA 96 to the third-party vendor. These submissions must include digital photographs of the hood, ductwork, and exhaust fans taken before and after the required cleanings.

(e) Nothing in this article shall be construed to require actual testing of facilities when in the judgment of the administrative authority such testing is unnecessary. No testing deemed necessary by the administrative authority shall be prohibited. In the case of discretionary action in determinations of the administrative authority under the provisions of this article, the relevant facts shall be considered and determinations made in the exercise of reasonable discretion and all such determinations shall be final in the absence of abuse of discretion.

(fe) Where an additional inspection under this section is made necessary by failure to complete or properly perform the work inspected, or by failure of work tested to withstand tests, such additional inspection shall not be made until the person requesting such inspection shall pay to the administrative authority the fee established by the resolution.

(gd) Protection of trade secrets. Any information reported to or otherwise obtained by the City Fire Marshal or designee of the City Fire Marshal in connection with a permit application or inspection that contains or might reveal a trade secret is, to the extent permitted by state law, confidential.

* * *

(he) Acceptance tests. It shall be unlawful to occupy any building, property, structure or any portion thereof until required fire protection systems have been tested, accepted, and approved by the City Fire Marshal or designee of the City Fire Marshal.

* * *

ARTICLE III. DANGEROUS BUILDINGS

* * *

Sec. 9-43. Historic buildings or structures.

~~Under all circumstances, the~~ The Historic District Commission must approve exterior alterations, including demolition, to a property, building, or structure within a Historic District Zone as required by City Code Chapter 25, "Zoning Ordinance," ~~before demolition or exterior alterations that are not considered in-kind repairs may occur.~~

~~In addition, any building or structure that is not in a Historic District Zone but is identified in the Historic Building Catalog, as revised, that is the subject of an application for nomination, historic evaluation, or demolition permit may not be demolished during the historic designation review period, unless authorized by the City Manager per section 9-45, Emergencies. Exterior alterations may not occur during this period unless the property owner receives a certificate of approval from the Historic District Commission as required by the City Zoning Ordinance, Subsection 25.22.05.~~

* * *

Sec. 9-51. Duties of the Fire Department.

The employees of the Fire Department are requested to make a report in writing to the Chief of Inspection Services Division or City Fire Marshal of all buildings or structures that are, may be, or are suspected to be dangerous buildings. Any employee of the Fire Department should deliver such reports to the Chief of Inspection Services Division ~~or the~~ within twenty-four (24) hours of the discovery of such buildings.

Sec. 9-52. Duties of the Police Department.

All employees of the Police Department shall make a report in writing to the Chief of Inspection Services Division or City Fire Marshal of any buildings or structures that are, may be, or are suspected to be dangerous buildings. Such reports must be delivered to the Chief of Inspection Services Division or the City Fire Marshal within twenty-four (24) hours of the discovery of such buildings by any employee of the Police Department.

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ARTICLE IV. FIRE PREVENTION CODE

* * *

DIVISION 3. TECHNICAL STANDARDS

Sec. 9-73. NFPA 1, Fire Code—Adopted.

The NFPA 1, Fire Code, 2024~~2018~~ Edition, as issued by the National Fire Protection Association, is hereby adopted by reference, except as amended by section 9-74 of this chapter. One (1) copy of such publication, as adopted, shall be maintained by the Inspection Services Division in the City Hall and made available for inspection by the public during regular office hours. Any amendment or change in such code promulgated by the NFPA shall not become part of this article until the modifications have been duly adopted by ordinance.

Sec. 9-74. Same—Amendments.

The NFPA 1, Fire Code, 2024~~2018~~ Edition, is amended in the following respects:
Section 1.7.12.2 of the NFPA 1, Fire Code, 2024~~2018~~ Edition, is amended by adding the following sentence:

The AHJ shall be authorized to require plans to bear the stamp of a registered design professional.

~~*Section 1.9* of the NFPA 1, Fire Code, 2018 Edition, is deleted.~~

Section 1.110 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is deleted.

~~Subsection 1.11.3 of the NFPA 1, Fire Code, 2018 Edition, is deleted.~~

Section 1.12 of the NFPA 1, Fire Code, 2024 Edition, is deleted.

Subsection 1.132.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended by adding Paragraph 1.132.1.1 to read as follows:

1.132.1.1 Permits, certificates, notices, approvals, or orders required by this code shall be governed by the policies and procedures of the AHJ.

Subsection 1.132.6.13 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

1.132.6.13 Permits may be issued by the AHJ and shall indicate the following:

* * *

Subsection 1.132.8 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

1.132.8 Where additional permits, approvals, certificates, or licenses are required by other agencies, approval may be obtained from those other agencies.

Subsection 1.143.2 of the NFPA 1, Fire Code, ~~2024~~2018 Edition is amended to read as follows:

1.143.2 The AHJ may require certificates of fitness and collect fees for individuals or companies performing any of the following activities:

- (1) Use of explosive materials
- (2) Fireworks displays involving display fireworks

Section 1.143.12.4 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is deleted.

Section 1.176.4.3 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is deleted.

Section 2.1.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended as follows:

Where permitted by the AHJ, compliance with subsequent editions of reference publications shall be considered evidence of compliance with the editions specified in this Code

Section 2.1.1.1 of the NFPA 1, Fire Code, 2024 Edition, is amended as follows:

Where permitted by the AHJ, compliance with subsequent editions of reference publications shall be achieved by complying with the entire subsequent edition of the referenced publication.

Section 2.1.1.2 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended as follows:

Where permitted by the AHJ, compliance with individual specific sections contained subsequent edition referenced publications, and not the entire reference publication, shall only be approved by the AHJ through technical documentation submitted in compliance with 1.4.1 or 1.4.2.

Section 2.2 of the NFPA 1, Fire Code, ~~2024~~2018-Edition, is amended as follows:

Delete the referenced publication NFPA 5000, Building Construction and Safety Code, ~~2024~~2018 edition.

Add Rockville City Code, Chapter 5, Buildings and Building Regulations. Wherever NFPA 5000 is referenced, other than for extracted text, substitute Rockville City Code, Chapter 5, Buildings and Building Regulations.

Delete the referenced publication NFPA 150 Standard on Fire and Life Safety in Animal Housing Facilities, ~~2022~~16 Edition.

Section 2.4 of the NFPA 1, Fire Code, 2024 Edition, is amended as follows:

Delete the referenced publication NFPA 5000, Building Construction and Safety Code, 2024 edition.

Add Rockville City Code, Chapter 5, Buildings and Building Regulations. Wherever NFPA 5000 is referenced, other than for extracted text, substitute Rockville City Code, Chapter 5, Buildings and Building Regulations.

Paragraph 3.3.17 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

3.3.17.12 Consumer Fireworks Retail Sales Area. The portion of a consumer fireworks retail sales facility or store, including the immediately adjacent aisles, where consumer fireworks are located for the purpose of retail display and sale to the public.

Paragraph 3.3.1360 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

*3.3.1360 Fireworks**. Any composition or device for the purpose of producing a visible or audible effect for entertainment purposes by combustion, deflagration or detonation, and that meets the definition of Consumer Fireworks or Display Fireworks as set forth in NFPA 1124, and as referenced in Public Safety Article, § 10-101, Annotated Code of Maryland.

Paragraph 3.3.1360.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition is amended to read as follows:

3.3.1360.1 Display Fireworks.* Large fireworks devices that are explosive materials intended for use in fireworks displays and designed to produce visible or audible effects by combustion, deflagration, or detonation, as set forth in CFR 555, 49 CFR 172, APA87-1, Standard for Construction and Approval for Transportation of Fireworks, Novelties, and Theatrical Pyrotechnics, and as referenced in Public Safety Article 10-101, Annotated Code of Maryland.

Section 3.3.175 of the NFPA 1, Fire Code, 2024 Edition, is deleted.

Paragraph 3.3.~~203192~~.6 of the NFPA 1, Fire Code, ~~20242018~~ Edition, is amended to read as follows:

3.3.~~203192~~.6* *Day-Care Home*. A building or portion of a building in which not more than twelve (12) clients receive care, maintenance, and supervision, by other than their relative(s) or legal guardian(s), for less than twenty-four (24) hours per day.

Paragraph 3.3. ~~203192~~.7 of the NFPA 1, Fire Code, ~~20242018~~ Edition, is amended to read as follows:

3.3.~~203192~~.7* *Day-Care Occupancy*. An occupancy in which clients receive care, maintenance, and supervision, by other than their relatives or legal guardians, for less than twenty-four (24) hours per day.

Paragraph 3.3.~~203192~~.25 of the NFPA 1, Fire Code, ~~20242018~~ Edition, is amended to read as follows:

3.3.~~203192~~.25 *One- and Two-Family Dwelling*. One- and two-family dwellings include buildings containing not more than two (2) dwelling units in which each dwelling unit is occupied by members of a single family with not more than five (5) unrelated individuals.

Paragraph 3.3.~~203192~~.28 of the NFPA 1, Fire Code, ~~20242018~~ Edition, is amended to read as follows:

3.3.~~203192~~.28* *Residential Board and Care Facility*. An occupancy used for lodging and boarding of six (6) or more residents, not related by blood or marriage to the owner or operators, for the purpose of providing personal care services.

Paragraph 4.5.8.1 of the NFPA 1, Fire Code, ~~20242018~~ Edition, is amended to read as follows:

4.5.8.1 Whenever or wherever any device, equipment, system, condition, arrangement, level of protection, fire-resistive construction, or any other feature is required, such device, equipment, system, condition, arrangement, level of protection, fire-resistive construction, or other feature shall thereafter be continuously maintained in accordance with applicable NFPA requirements or requirements developed as part of a performance-based design, or as directed by the AHJ.

Paragraph 4.5.8.3 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

4.5.8.3* Existing life safety features obvious to the public, tenants, or occupants, and where not required, shall be either maintained or removed.

Paragraph 6.1.4.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

6.1.4.1* *Definition - Day-Care Occupancy.* An occupancy in which clients receive care, maintenance, and supervision, by other than their relatives or legal guardians, for less than twenty-four (24) hours per day.

Paragraph 6.1.8.1.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

6.1.8.1.1* *Definition - One- and Two-family Dwelling Unit.* A building that contains not more than two dwelling units, each dwelling unit occupied by members of a single family with not more than five unrelated individuals.

Paragraph 6.1.9.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

6.1.9.1* *Definition - Residential Board and Care Facility.* A building or portion thereof that is used for lodging and boarding of six (6) or more residents, not related by blood or marriage to the owner or operators, for the purpose of providing personal care services.

Subsection 10.1.2 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

10.1.2 Life Safety Code.* Every new and existing building shall comply with this Code and NFPA 101, Life Safety Code except as amended by Chapter 9, Fire Code, of the Rockville City Code.

Paragraph 10.2.7.1 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

10.7.2.1 Fire prevention inspections shall occur on existing premises in accordance with the minimum inspection frequency schedule specified by the AHJ and Table 10.2.7.1

Annex A of the NFPA 1, Fire Code, 2024 Edition, is amended to add the following new paragraph:

A.10.2.7.1 The frequency of fire prevention inspections of existing buildings should be based upon a risk assessment of these properties completed by the responsible AHJ. Considerations for this assessment should include, but not be limited to, the occupancy classification of the building and hazards associated with that classification; the number, location, and physical and mental capabilities of potential building occupants (especially self-evacuation abilities); construction design and maintenance of the property; fire protection features of the building; special hazards associated with activities or operations conducted within the building; available fire department suppression resources with special consideration to necessary special suppression operations; and resources available for fire code inspections and enforcement actions.

Subsection 10.54.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

10.54.1 No person shall fail to leave a building when notified to do so when directed by the AHJ or incident commander as a result of a known or perceived emergency.

Subsection 10.54.2 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

10.54.2 Persons shall not fail to leave any overcrowded premises when ordered to do so by the AHJ or Incident Commander.

Paragraph 10.10.6.1 of the NFPA 1, Fire Code, 20242018 Edition, is amended to read as follows:

10.10.6.1 Unless permitted by 10.10.6.2, for other than one- and two-family dwellings, outdoor cooking appliances, grills, or other similar devices intended for cooking, heating, or any other purpose shall not be used, kindled, or stored in any of the following locations: (1) on any balcony; (2) under any overhanging portion of a structure; or (3) within 20 ft (6.1 m) of any structure. ~~For other than one- and two-family dwellings, no hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion, or within 15 ft. (4.6m) of any structure.~~

Paragraph 10.10.6.23 of the NFPA 1, Fire Code, 20242018 Edition, is deleted.

Section 10.10 of the NFPA 1, Fire Code, 20242018 Edition, is amended by adding Subsection 10.10.11 to read as follows:

10.10.11 Fire Pits, Fire Bowls, Chimineas, and Similar Devices.

* * *

10.10.11.2 Use of these devices shall be in accordance with the manufacturer's guidelines.

10.10.11.3 No fire pit, fire bowl, chiminea, or similar device shall be used on any balcony or under any overhanging portion, or within 2015 ft. (6.12.7 m) from any building or structure, and no less than 3 ft. (0.9 m) from combustible materials.

* * *

Paragraph 10.11.1.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

10.11.1.1 New and existing buildings shall have premises identification conforming to the requirements of Chapter 9, Article II of the Rockville City Code.

Subsection 10.11.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended by adding Subparagraph and Paragraph as follows:

* * *

Paragraph 10.11.1.2 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

10.11.1.2 Premises identification shall be in accordance with Chapter 9, Article II of the Rockville City code.

Paragraph 10.11.1.3 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

10.11.1.3 Premises identification shall contrast with their background.

Paragraph 10.11.1.4 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

10.11.1.4 Premises identification shall be Arabic numerals or alphabet letters

Paragraph 10.11.1.6 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

10.11.1.6 Where required by the AHJ, the assignment of addresses to buildings shall be in accordance with an approved method.

Paragraph 10.11.1.7 of the NFPA 1, Fire Code, 2024 Edition, is deleted.

Paragraph 10.11.1.86 of the NFPA 1, Fire Code, 2018 Edition, is amended to read as follows:

10.11.1.86 Premises Identification for suites within a multiple tenant building or complex shall be individually identified in a manner approved by the AHJ.

~~*Paragraph 10.11.1.7* of the NFPA 1, Fire Code, 2018 Edition, is amended to read as follows:~~

~~10.11.1.7 Premises identification shall contrast with their background.~~

~~Paragraph 10.11.1.3 of the NFPA 1, Fire Code, 2018 Edition, is amended to read as follows:~~

~~10.11.1.8 Premises identification shall be Arabic numerals or alphabet letters.~~

~~Subsection 10.11.4 of the NFPA 1, Fire Code, 20242018 Edition, is added to read as follows:~~

~~10.11.4 Fire Department Access Signage~~

~~10.11.4.1 Signage required by Chapter 9, Fire Code, of the Rockville City Code shall comply with requirements of the City of Rockville Fire Department Access and Signage Manual, unless otherwise permitted by the AHJ.~~

~~Paragraph 10.13.1.1 of the NFPA 1, Fire Code, 2018 Edition, is amended as follows:~~

~~10.13.1.1 Unless otherwise approved by the AHJ, Christmas tree placement within buildings shall comply with 10.13.1.1~~

~~Subsection 10.13.1 of the NFPA 1, Fire Code, 2018 Edition, is amended by adding Paragraph 10.13.1.2 as follows:~~

~~10.13.1.2 The AHJ shall:~~

- ~~(1) — Approve the placement of a natural cut or balled tree;~~
- ~~(2) — Limit the number of natural cut or balled trees displayed; and~~
- ~~(3) — Order the removal of any tree if the tree poses a hazard to life or safety.~~

~~Paragraph 10.13.3.1 of the NFPA 1, Fire Code, 2018 Edition, is amended to read as follows:~~

~~10.13.3.1 Artificial vegetation and artificial Christmas trees shall be labeled or otherwise identified or certified by a testing laboratory recognized by the Office of the State Fire Marshal.~~

~~Subsection 10.13.9.1 of the NFPA 1, Fire Code, 2018 Edition, is amended to read as follows:~~

~~10.13.9.1 Where a natural cut tree is permitted, the bottom end of the trunk shall be cut off with a straight fresh cut at least 2 in. (50 mm) above the end prior to placing the tree in a stand to allow the tree to absorb water. A natural cut tree shall not exceed 10 ft. (3 m) in height, excluding the tree stand.~~

Subparagraph 10.14.11.2.6 of the NFPA 1, Fire Code, ~~2018~~ 2024 Edition, is amended to read as follows:

~~10.14.12.2.6~~ A fuel break of a minimum of 20 ft. (6.1 m) wide shall be cleared between a crop maze and any vehicles, buildings, or vegetation outside the maze.

Paragraph 10.15.5.1 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

10.15.5.1 Unless otherwise approved by the AHJ, portable and vehicle-mounted generators shall only be operated outdoors a minimum of 20 ft (6.1 m) from any building openings including windows, doors and air intakes.

Paragraph A.10.15.5.1 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

A.10.15.5.1 For the purposes of reducing the distances between the operation and refueling of portable and vehicle-mounted generators and any building or enclosure opening, including windows, doors, and air intakes, one or more of the following conditions may be considered:

- (1) Nature of the occupancy of the building or enclosure.
- (2) Expected duration of generator use.
- (3) Use of certified low CO emission generators.
- (4) Actual available distance between the generator and building or enclosure openings.
- (5) Installation of approved CO detection within the building or enclosure.
- (6) Openness of building or enclosure perimeter walls and ceiling.

(7) Physical barriers or other means to deflect generator exhaust from building or enclosure openings.

Section 10.165 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended by adding Subsection 10.165.6 to read as follows:

10.165.6 The AHJ shall have the authority to require that outdoor storage of any combustible material be enclosed by an approved fence or other protective enclosure to prevent unauthorized access.

Subsection 10.165.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

10.165.1 Outside storage of combustible materials shall not be located within 15 ft. (4.6 m) of a property line, building, or adjacent pile of combustible material. The separation distance shall be allowed to be increased where the AHJ determines that a higher hazard to the adjoining property exists.

Subsection 10.165.5 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

10.165.5 Combustible storage in the open shall not exceed 20 ft. (6.1m) in height and 10,000 ft² in area.

Subsection 10.198.7 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended as follows:

10.198.7 Fueled Equipment. Fueled equipment ~~shall~~, including but not limited to motorcycles, mopeds, lawn-care equipment, and portable cooking equipment, shall not be stored, operated, or repaired on any balcony, under any overhanging portion, or within a building except under one of the following conditions:

* * *

Subsection 10.21.1 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

10.21.1 Where one or more powered micromobility devices will be charged inside or within 15 ft (4.6 m) of a building or structure, the charging operation shall be in accordance with Section 10.21.

Subsection 10.21.4(3) of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

10.21.4

* * *

(3) Storage of combustible materials, combustible waste, or hazardous materials shall not be permitted within 15 ft (4.6 m) of the charging equipment.

Section 11.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended by adding Subsection 11.1.7.1.2 to read as follows:

* * *

Section 11.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended by adding Subsection 11.1.9 to read as follows:

* * *

Paragraph 11.1.5.6 of the NFPA 1, Fire Code, 2024 Edition, is amended to delete existing wording and read as follows:

11.1.5.6. Extension cords shall not be used as a substitute for permanent wiring.

Paragraph 11.1.7.3 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended by adding Subparagraph 11.1.7.3.2 as follows:

11.1.7.3.2 Doors into electrical control panel rooms shall be marked with a plainly visible and legible sign stating ELECTRICAL ROOM or similar approved wording in contrasting letters no less than 1 in. (25 mm) high and not less than ¼ in. (6.4 mm) in stroke width.

Section 11.2 of the NFPA1, Fire Code 2024 Edition, is amended by adding subsection 11.2.1.1 to read as follows.

11.2.1.1 Duct smoke detection shall be added on both the supply and return sides of all new, altered, extended, or renovated HVAC systems exceeding 2,000 CFM.

Paragraph 11.3.6.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended by adding Subparagraph 11.3.6.1.1 to read as follows:

* * *

Subsection 11.9.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

*Paragraph 11.10.2** of the NFPA 1, Fire Code, 2024 Edition, is amended by adding Subparagraph 11.10.2.1 to read as follows:

11.10.2.1 All newly constructed below-ground floors of a building, all floors in buildings greater than 25,000 sq.ft per floor, and all floors of buildings greater than three (3) stories in height must meet minimum emergency radio communication system performance criteria adopted by Montgomery County Department of Technology Services. Proof that minimum performance criteria are met must be provided in writing to the AHJ, and testing shall comply with the following:

(a) Performance testing shall be performed in accordance with the technical standards for systems and testing personnel established by Montgomery County Department of Technology Services.

(b) Compliance testing shall be performed at the time of occupancy and annually thereafter.

(c) All testing, design, installation and maintenance required must be performed by personnel approved by the City of Rockville Fire Marshal.

Exception: The requirements of this section shall not apply to one- and two-family dwellings or townhomes.

Paragraph 12.6.9.1 of the NFPA 1, Fire Code, 2024 Edition, is amended to add Subparagraph:

12.6.9.1 Unless otherwise approved by the AHJ, Christmas tree placement within buildings shall comply with 12.6.9.1.

Subsection 12.6.9.1 of the NFPA 1, Fire Code, 2024 Edition, is amended by adding Paragraph 12.6.9.2 as follows:

12.6.9.2 The AHJ shall:

- (1) Approve the placement of a natural cut or balled tree;
- (2) Limit the number of natural cut or balled trees displayed; and
- (3) Order the removal of any tree if the tree poses a hazard to life or safety.

Paragraph 12.6.9.5 of the NFPA 1, Fire Code, 2024 Edition, is amended to add Subparagraph 12.6.9.5.3:

12.6.9.5.3 Combustible artificial decorative vegetation shall be tested by a laboratory recognized by the Office of the State Fire Marshal.

Subsection 12.6.9.6.1 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

12.6.9.6.1 Where a natural cut tree is permitted, the bottom end of the trunk shall be cut off with a straight fresh cut at least 2 in. (50 mm) above the end prior to placing the tree in a stand to allow the tree to absorb water. A natural cut tree shall not exceed 10 ft. (3 m) in height, excluding the tree stand.

Paragraph 13.1.9 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended by adding Subparagraph 13.1.9.1 and to read as follows:

13.1.9.1(1) Where a required fire protection system is impaired or out of service for more than four (4) hours in a twenty-four (24) hour period, mitigating measures shall be in accordance with Section 9-14 of the Rockville City Code.

~~(2)13.1.9.1~~ Fire sprinkler systems impaired or out of service for more than ten (10) hours in a twenty-four (24) hour period, mitigating measures shall be in accordance with Section 9-14 of the Rockville City Code.

Section 13.1 is amended to add the following Subsection, 13.1.14.

13.1.14 Appearance of Equipment. The AHJ shall be permitted to prohibit any device that has the physical appearance of a life safety or fire protection function but does not perform that life safety or fire protection function.

Paragraph 13.1.3.1 is amended to read as follows:

13.1.3.1 Basic Testing. Where required by the AHJ Chapters 11 through 43 of NFPA 101, installations involving two or more integrated fire protection or life safety systems shall be tested to verify the proper operation and function of such systems in accordance with 13.1.3.1.1 and 13.1.3.1.2. [101:9.11.4.1]

Paragraph 13.1.3.2 is amended to read as follows:

13.1.3.2 NFPA 4 Testing. Where required by the AHJ or 9.3.5 or Chapters 11 through 43 of NFPA 101, the following integrated fire protection and life safety systems shall be tested in accordance with 13.1.3.1 and 13.1.3.2.1 through 13.1.3.2.2:*

(1) Integrated fire protection and life safety systems in high-rise buildings

(2) Integrated fire protection and life safety systems that include a smoke control system

[101:9.11.4.2]

Paragraph 13.2.2.2 of the NFPA 1, Fire Code, 2024~~2018~~ Edition, is amended by deleting the existing wording and replaced to read as follows:

13.2.2.2 All new buildings shall be equipped with an approved standpipe system where required by ~~the~~ Chapter 5, Buildings and Building Regulations, of the Rockville City Code. Where a Class III system is required, a Class I system shall be installed.

Paragraph 13.3.1.2 of the NFPA 1, Fire Code, 2024~~2018~~ Edition, is amended by adding Subparagraph 13.3.1.2.1 to read as follows:

13.3.1.2.1 For new ceiling installations, drop-out ceilings as referenced in NFPA 13, Subsection 9.3.11 and NFPA 13R, Section 6.15 ~~8.15.14~~ shall be prohibited.

Paragraph 13.3.2.1 of the NFPA 1, Fire Code, 2024~~2018~~ Edition, is amended by adding Subparagraph 13.3.2.1.1 to read as follows:

13.3.2.1.1 All new buildings shall be equipped with an automatic sprinkler system or other automatic fire suppression system where required by Chapter 5, Buildings and Building Regulations, of the Rockville City Code.-

Paragraph 13.3.2.5.1 of the NFPA 1, Fire Code, 2024 Edition, is amended to read:

13.3.2.5.1 The following assembly occupancies having an occupant load of 100 or more persons, or 5,000 or more square feet in area, or located on a floor or other than the level of exit discharge shall be protected throughout by an approved, electrically supervised automatic sprinkler system in accordance with 13.3.1.2:

(1) Dance halls

(2) Discotheques

(3) Nightclubs

(4) Bars

(5) Restaurants

(6) Assembly occupancies with festival seating

[101:12.3.5.1]

Subparagraph 13.3.2.24.2 of the NFPA 1, Fire Code, 2024 Edition is deleted and replaced with the following:

13.3.2.24.2* Existing high-rise buildings, other than those meeting 13.3.2.24.2.1 or 13.3.2.24.2.2, shall be protected throughout by an approved automatic sprinkler system in accordance with this chapter and 13.3.2.24.2.3 through 13.3.2.24.2.5

13.3.2.24.2.1 An automatic sprinkler system shall not be required where every dwelling unit has exterior exit access in accordance with 14.10.3.

13.3.2.24.2.2 An automatic sprinkler system shall not be required in buildings that have a previously approved and implemented engineered life safety system complying with 13.3.2.24.2.2.1 and 13.3.2.24.2.2.2.

13.3.2.24.2.2.1 The engineered life safety system shall have been developed by a registered professional engineer experienced in fire and life safety system design, approved by the authority having jurisdiction, and inspected for compliance by the authority having jurisdiction, and shall include any or all of the following:

(1) Partial automatic sprinkler protection

(2) Smoke detection systems

(3) Smoke control systems

(4) Compartmentation

(5) Other approved systems

13.3.2.24.2.2 The engineered life safety system shall be maintained in accordance with the approved design documents and applicable standard.

13.3.2.24.2.3 Each building owner shall, within 180 days of receiving notice, file an intent to comply with this regulation with the AHJ for approval.

13.3.2.24.2.4 The AHJ shall review and respond to the intent-to-comply submittal within 60 days of receipt.

13.3.2.24.2.5* The entire building shall be required to be protected by an approved automatic sprinkler system within 12 years of the date of the original violation notice issued by the fire authority having jurisdiction.

13.3.2.24.2.6 Public Disclosure Signage. In high-rise buildings that are not protected throughout by an approved automatic sprinkler system, signage shall be posted complying with 13.3.2.24.2.6(A) through 13.3.2.24.2.6(D).

(A) Signage shall be posted at all main building entrances as approved by the AHJ.

(B) The lettering on the sign shall be at least 1 inch (25 millimeters) high.

(C) The lettering shall be placed on a contrasting background.

(D) The wording shall state as follows: “WARNING: THIS HIGH-RISE BUILDING IS NOT PROTECTED THROUGHOUT WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM”.

Annex section A13.3.2.24.2.3 of the NFPA 1, Fire Code, 2024 Edition, is amended to replace “A.13.3.2.24.2.3” with “A.13.3.2.24.2.5”

Subparagraph 13.2.25.5 of the NFPA 1, Fire Code, 2024 Edition is amended to delete existing wording and read as follows:

13.3.2.25.5 An automatic sprinkler system shall be installed throughout all mini-storage building fire areas greater than 2500 feet² (232 meters²) and where any of the individual storage units are separated by less than a 1-hour fire resistance-rated barrier. Fire areas shall be defined by approved fire barriers having a fire resistance rating of not less than 3-hours. [5000: 30.3.5.4]

Subparagraph 13.3.2.27.1.1 of the NFPA 1, Fire Code, 2024 Edition is amended to add the following:

13.3.2.27.1.1 All new day care occupancies shall be protected throughout by an approved, supervised automatic sprinkler system in accordance with Section 9.7 of NFPA 101. [101:16.3.5.1] Automatic sprinkler protection is not required if all of the following conditions are met:

- (1) The total number of occupants in the occupancy in which the day care center is located is not more than 300 persons.
- (2) All rooms used for day care are located on the level of exit discharge;
- (3) All rooms used for day care have at least one exterior exit door at grade level;
- (4) The occupancy in which the day care center is located does not exceed 12,000 sq. ft. in area.

Paragraph 13.3.3.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Paragraph 13.3.3.2 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Subsection 13.4.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended by adding

Subparagraph 13.4.1.1.1 to read as follows:

* * *

Paragraph 13.6.1.2 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Sub-subparagraph 13.6.4.1.2.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Sub-subparagraph 13.6.4.1.2.1.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is deleted.

Sub-subparagraph 13.6.4.1.2.1.2 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is deleted.

Sub-subparagraph 13.6.4.1.2.1.3 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is deleted.

Sub-subparagraph 13.6.4.1.2.1.4 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is deleted.

Sub-subparagraph 13.6.4.1.2.1.5 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is deleted.

Sub-subparagraph 13.6.4.1.2.1.6 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is deleted.

Sub-subparagraph 13.6.4.1.2.3 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Subparagraph 13.7.1.7.6 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

13.7.1.7.6 For fire alarm systems using automatic fire detection or waterflow detection devices to initiate the fire alarm system in accordance with Chapters 11 through 43 of NFPA 101, not less than one manual fire alarm box, located as required by the AHJ, shall be provided to initiate a fire alarm signal. [101:9.6.2.6] This paragraph does not permit the omission of manual fire alarm boxes in accordance with other provisions of this Subsection unless specifically permitted by NFPA 101 Chapters 11 through 43.

Subparagraph 13.7.1.15.1 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

13.7.1.15.1 Where required by the AHJ and another section of this Code, a risk analysis for mass notification systems shall be provided in accordance with the requirements of Chapter 24 of NFPA 72. [101:9.14.1]

Sub-subparagraph 13.7.2.5.6.4 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

13.7.2.5.6.4 Single-station or multiple-station smoke alarms or smoke detectors shall be provided in all rooms used for sleeping in accordance with 13.7.1.8. [101:16.6.3.4.4] For compliance with NFPA 101, Paragraph 43.7.2.1(2), approved battery-powered smoke alarms, rather than house electrical service-powered smoke alarms shall be permitted where the facility has testing, maintenance, and smoke alarm replacement programs that ensure reliability of power to the smoke alarms.

Sub-subparagraph 13.7.2.6.6.5 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

Approved battery-powered smoke alarms, rather than house electrical service-powered smoke alarms required by 13.7.2.6.6.4, shall be permitted where the facility has testing, maintenance, and smoke alarm replacement programs that ensure reliability of power to the smoke alarms. [101:17.6.3.4.5]

Sub-subparagraph 13.7.2.22.8.1 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

13.7.2.22.8.1 All living areas, as defined in 3.3.24.5 of NFPA 101, and all corridors shall be provided with smoke detectors that comply with NFPA 72 and are arranged to initiate

an alarm that is audible in all sleeping areas, as modified by 13.7.2.22.8.3.

[101:33.3.3.4.8.1]

Sub-subparagraph 13.7.2.22.8.2 of the NFPA 1, Fire Code, 2024 Edition, is deleted.

Sub-subparagraph 13.7.2.28.1.2 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Sub-subparagraph 13.7.2.28.1.3 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Paragraph 14.4.2.1 of the NFPA 1, Fire Code, 2024 Edition, is amended to add the following sub-paragraph, 14.4.2.1.1:

14.4.2.1.1 Trash or recyclable materials awaiting scheduled collection shall not be placed in exits, exit access corridors or on egress balconies.

Sub-paragraph 14.5.2.3.7 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

14.5.2.3.7 Two releasing motions shall be permitted for existing hardware on a door leaf serving an area having an occupant load not exceeding three, provided that releasing does not require simultaneous operations. [101:7.2.1.5.3.7] The locking device shall be of a type that is readily distinguishable as locked.

Sub-paragraph 14.5.2.3.8 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

14.5.2.3.8 Two releasing motions shall be permitted in existing educational occupancies in accordance with 15.2.2.2.4 of NFPA 101 and in existing day care occupancies in

accordance with 17.2.2.2.6 of NFPA 101. [101:7.2.1.5.3.8] The locking device shall be of a type that is readily distinguishable as locked.

Sub-paragraph 14.5.3.4.1 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

14.5.3.4.1 Where permitted by the AHJ and in Chapters 11 through 43 of NFPA 101, door assemblies separating the elevator lobby from the exit access required by 14.9.1.6.1 shall be permitted to be electrically locked, provided that all the following criteria are met:

(1) Door electromechanical or electromagnetic locking hardware is listed in accordance with UL 294, Access Control System Units, or UL 1034, Burglary-Resistant Electric Locking Mechanisms.

(2) The building is protected throughout by a fire alarm system in accordance with Section 13.7.

(3) The building is protected throughout by an approved, supervised automatic sprinkler system in accordance with Section 13.3.

(4) Waterflow in the sprinkler system required by 14.5.3.4.1 is arranged to initiate the building fire alarm system.

(5) The elevator lobby is protected by an approved, supervised smoke detection system in accordance with Section 13.7.

(6) Detection of smoke by the detection system required by 14.5.3.4.1 is arranged to initiate the building fire alarm system and notify building occupants.

(7) Initiation of the building fire alarm system by other than manual fire alarm boxes unlocks the electrical locks on the elevator lobby door assembly.

(8) Loss of power to the elevator lobby electrical lock system unlocks the electrical locks on the elevator lobby door assemblies.

(9) Once unlocked, the elevator lobby door assemblies remain electrically unlocked until the building fire alarm system has been manually reset.

(10) Where the elevator lobby door assemblies remain mechanically latched after being electrically unlocked, latch-releasing hardware in accordance with 14.5.2.3 is affixed to the door leaves.

(11) A two-way communication system is provided for communication between the elevator lobby and a central control point that is constantly staffed.

(12) The central control point staff required by 14.5.3.4.1 is capable, trained, and authorized to provide emergency assistance.

[101:7.2.1.6.4.1]

Sub-paragraph 14.5.3.5.1 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

14.5.3.5.1 Where a side-hinged door assembly, a pivoted-swinging door assembly, or a balanced door assembly is equipped with panic or fire exit hardware, such hardware shall meet all of the following criteria:

(1) It shall consist of a cross bar or a push pad, with the length of the actuating portion of the cross bar or push pad extending not less than one-half of the width of the door leaf measured from the latch stile unless otherwise required by 14.5.3.5.2.

(2) It shall be mounted as follows:

(a) New installations shall be not less than 34 in. (865 mm) and not more than 48 in. (1220 mm) above the floor.

(b) Existing installations shall be not less than 30 in. (760 mm) and not more than 48 in. (1220 mm) above the floor.

(3) It shall be constructed so that a horizontal force not to exceed 15 lbf (66 N) actuates the cross bar or push pad and latches.

[101:7.2.1.7.1]

Sub-paragraph 14.5.3.5.4 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

14.5.3.5.4 Panic hardware and fire exit hardware, in other than detention and correctional occupancies as otherwise provided in Chapters 22 and 23 of NFPA 101, shall not be equipped with any locking device, set screw, or other arrangement that prevents the release of the latch when pressure is applied to the releasing device. [101:7.2.1.7.4]

Subsection 14.5.8 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

14.5.8 Door Openings in Folding Partitions. Where permanently mounted folding or movable partitions divide a room into smaller spaces, a swinging door leaf or open doorway shall be provided as an exit access from each such space, unless otherwise specified in 14.5.8.2. [101:7.2.1.12]

Paragraph 14.5.8.1 of the NFPA 1, Fire Code, 2024 Edition, is deleted.

Sub-paragraph 14.5.10.1 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

14.5.10.1 Where required by the AHJ and Chapters 11 through 43 of NFPA 101, the following door assemblies shall be inspected and tested not less than annually in accordance with 14.5.10.2 through 14.5.10.7:

(1) Door leaves equipped with panic hardware or fire exit hardware in accordance with

14.5.3.5

(2) Door assemblies in exit enclosures

(3) Door hardware release of electrically locked egress door assemblies

(4) Door assemblies with special locking arrangements subject to 14.5.3.4

[101:7.2.1.14.1]

Paragraph 14.13.1.2 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

14.13.1.2 For the purposes of 14.13.1.1, exit access shall include, but not be limited to designated stairs, aisles, corridors, ramps, escalators, and passageways leading to an exit. For the purposes of 14.13.1.1, exit discharge shall include only designated stairs, ramps, aisles, walkways, and escalators leading to a public way.

~~*Paragraph 18.1.3.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:*~~

~~*18.1.3.1 Fire Apparatus Access. Plans for fire apparatus access roads shall be submitted to the AHJ for review and approval prior to construction.*~~

~~*Paragraph 18.1.3.2 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:*~~

~~*18.1.3.2 Fire Hydrant Systems. Plans and specifications for fire hydrant systems shall be submitted to the AHJ for review and approval prior to construction.*~~

Subparagraph 18.2.2.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

18.2.2.1 Access Box(es). All occupancies, other than one- and two-family dwellings, that have fire protection or life safety systems installed shall provide an approved access box.

* * *

~~Subparagraph 18.2.2.1 of the NFPA 1, Fire Code, 2018 Edition, is amended by adding Sub-~~
~~subparagraph 18.2.2.1.1 to read as follows:~~

~~18.2.2.1.4~~ The size, contents, and location of the access box shall be determined by the
Rockville Fire Marshal local fire department in cooperation with the occupancy owner or
management.

Subparagraph 18.2.3.2.1 of the NFPA 1, Fire Code, 2024~~2018~~ Edition, is amended to read as
follows:

* * *

Sub-subparagraph 18.2.3.5.1.1 of the NFPA 1, Fire Code, 2024~~2018~~ Edition, is amended to add
the following sub-subparagraphs:

18.2.3.5.1.1.1 Fire apparatus access roads shall have an unobstructed width of not less
than 20 ft (6.1m).

(A) On-street parking is allowed on one side if the load-bearing fire department
access road is at least 28 ft. (8.53 m) wide.

~~18.2.3.5.1.1.2~~ (B) On-street parking is allowed on both sides if the load-bearing
fire department access road is at least 36 -ft. (10.97 m) wide.

Sub-subparagraph 18.2.3.5.1.2 of the NFPA 1, Fire Code, 2024~~2018~~ Edition, is amended by
~~adding Sub-subparagraph 18.2.3.4.1.2.3~~ to read as follows:

~~18.2.3.5.1.2.3~~ Vertical clearance for any overhead obstruction over streets classified by
Section 21-21 of the Rockville City Code as Limited Access, Major, or Arterial, shall be
at least 16 ft. (4.88 m) from the finished surface.

Subparagraph 18.2.3.5.2 of the NFPA 1, Fire Code 2024~~2015~~ Edition, is amended to read as
follows:

* * *

Sub-subparagraph 18.2.3.5.3.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is added to read as follows:

* * *

Subparagraph 18.2.3.5.43 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended by adding Sub-subparagraphs 18.2.3.5.43.1 and 18.2.3.5.43.2 to read as follows:

18.2.3.5.43.1 Cul-de-sacs used to provide a dead end apparatus turn-around shall not be less than 90-ft. (27.43 m) in diameter at the closed end.

18.2.3.5.43.2 Hammerhead or T-turnarounds used to provide a dead-end apparatus turn-around shall have legs not less than 60 ft. (18.29 m) long and all portions of the hammerhead or T-turnaround not less than 20 ft. (6.1 m) wide.

Paragraph 18.2.3.6 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended by adding Subparagraph 18.2.3.6.1.1 to read as follows:

* * *

Subsection 18.4.1 of the NFPA 1, Fire Code, 2024 Edition, is amended by adding the following Paragraphs to read as follows:

18.4.1.3 Fire flow requirements shall be met using fire hydrants located not further than 2000 ft. (610 m) from the building or structure being served.

18.4.1.3.1 Measurements to determine compliance with the requirements of 18.4.1.2.1 shall be made along a path or route accessible to fire department personnel

Section 18.5 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended by adding Paragraph 18.5.1.7 and Subparagraphs 18.5.1.7.1 and 18.5.1.7.2 to read as follows:

* * *

18.5.1.7.1 Fire hydrant spacing may be increased to 500 ft. (153 m) for structures protected throughout by an approved automatic sprinkler system, in accordance with Section 9.7 of NFPA 101, Life Safety Code, 2024~~2018~~ Edition.

* * *

Paragraph 18.5.2 of the NFPA 1, Fire Code, 2024~~2018~~ Edition, is deleted.

Paragraph 18.5.3 of the NFPA 1, Fire Code, 2024~~2018~~ Edition is deleted.

Paragraph 18.5.10.3 of the NFPA 1, Fire Code, 2024~~2018~~ Edition, is amended to read and by adding the following Paragraph, Subparagraphs, and Annex Section to read as follows:

* * *

Subparagraph 20.1.5.8.3 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows
20.1.5.8.3 In the following assembly occupancies, an audible announcement shall be made, or a projected image shall be shown, within 10 minutes prior to the start of each program that notifies occupants of the location of the exits to be used in case of a fire or other emergency:

(1) Theaters

(2) Motion picture theaters

(3) Auditoriums

(4) Other similar assembly occupancies with occupant loads exceeding 300 where there are non-continuous programs [101:12.7.7.3; 101:13.7.7.3]

~~Subsection 18.4.1 of the NFPA 1, Fire Code, 2024~~~~2018~~ Edition, is amended by adding the following Paragraphs to read as follows:

~~18.4.1.2 Fire flow requirements shall be met using fire hydrants located not further than 2000 ft. (610 m) from the building or structure being served.~~

~~18.4.1.2.2 Measurements to determine compliance with the requirements of 18.4.1.2.1 shall be made along a path or route accessible to fire department personnel.~~

Subparagraph 20.2.4.2.3 of the NFPA 1, Fire Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Subparagraph 20.3.4.1.1 of the NFPA 1, Fire Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Paragraph 25.2.2.1 of the NFPA 1, Fire Code, 2024~~2018~~ Edition, is amended to read as follows:

25.2.2.1 All tent fabric shall meet the flame propagation performance criteria contained in NFPA 701, Standard Methods of Fire Tests for Flame Propagation of Textiles and Films, or other approved testing standard approved by the State Fire Marshal.

Paragraph 26.1.6 of the NFPA 1, Fire Code, 2024~~2018~~ Edition, is amended by adding the following:

* * *

Subparagraph 31.3.6.2.2 of the NFPA 1, Fire Code, 2024~~2018~~ Edition, is amended by adding item (9) to read as follows:

* * *

Subparagraph 31.3.6.3.1 of the NFPA 1, Fire Code, 2024~~2018~~ Edition, is deleted and amended to read as follows:

* * *

Subparagraph 31.3.6.3.2 of the NFPA 1, Fire Code, 2024~~2018~~ Edition, is deleted.

Sub-subparagraph 31.3.6.3.2.1 of the NFPA 1, Fire Code, 2024~~2018~~ Edition, is deleted.

Sub-subparagraph 31.3.6.3.2.2 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is deleted.

Sub-subparagraph 31.3.6.3.2.3 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is deleted.

Paragraph 32.9.3.7 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

32.9.3.7 Emergency Instruction to Audience.

When an audience is present, an announcement shall be made within 10 minutes of the start of each program notifying the audience of the following:

- (1) The location of exits to be used in case of fire or other emergency
- (2) The means that will be used to notify the audience of fire or other emergency

[140:4.10.7]

Paragraph 34.1.3 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

34.1.3 Approved Storage Floor Plan. Where required by the AHJ, an approved storage floor plan that documents the permissible use of the storage area, based on the occupancy classification and the design basis of the automatic sprinkler system, shall be provided and mounted in an approved location.

Section 34.6 of the NFPA 1, Fire Code, 2024 Edition, is amended to add new Paragraph 34.6.7 and subparagraphs 34.6.7.1 and 34.6.7.2 as follows:

34.6.7 Standpipe systems shall be installed in all storage buildings having an area of 300,000 sq. ft. or more.

34.6.7.1 Standpipe systems shall comply with Section 13.2 and NFPA 14.

34.6.7.2 Class I hose connections shall be provided at each of the following locations:

- (1) In each exit passageway at the entrance from the storage area into the passageway;

-
- (2) Within every required exit stairwell;

(3) At other locations such that all points of the storage area floor are within 200 ft. of a hose connection, unless otherwise required by the AHJ.

Chapter 35 Animal Housing Facilities of the NFPA 1, Fire Code, 2024 Edition is deleted.

Paragraph 42.7.5 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended by adding Paragraph 42.7.5.7, Paragraph 42.7.5.8, and Paragraph 42.7.5.9 to read as follows:

* * *

Subparagraph 42.7.5.5 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Subsection 50.8.~~12.1~~ of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to add the following Paragraphs, Subparagraphs, and Sub-subparagraphs:

50.8.1.~~72.1~~.10 Commercial Outdoor Cooking Operations. These requirements apply to commercial outdoor cooking operations such as those that typically take place under a canopy or tent type structure at fairs, festivals and carnivals. This includes but is not limited to deep-frying, sautéing and grilling operations.

~~50.2.1.10.1 Tent and Canopy Requirements.~~

~~50.2.1.10.1.1. Tents or canopies where cooking equipment not protected in accordance with NFPA 96 is located shall not be occupied by the public and shall be separated from other tents, canopies, structures, or vehicles by a minimum of 10 ft. (3.05 m) unless otherwise approved by the AHJ.~~

~~50.2.1.10.1.2. All tent and canopy material shall comply with the flame resistance requirements of Subsection 25.2.2.~~

50.8.1.7.~~12.1~~.10.2 LP Gas Fuel Requirements

~~50.8.1.7.1.12.1.10.2.1~~ LP gas tank size shall be limited to 60 lbs. The total amount of LP gas on site shall not exceed 60 lbs. for each appliance that is rated not more than 80,000 btu/hr. and 120 lbs. for each appliance rated more than 80,000 btu/hr.

~~50.8.1.7.1.22.1.10.2.2~~ Tanks must be maintained in good physical condition and shall have a valid hydrostatic date stamp.

~~50.8.1.7.1.32.1.10.2.3~~ Tanks shall be secured in their upright position with a chain, strap or other approved method that prevents the tank from tipping over.

~~50.8.1.7.1.42.1.10.2.4~~ Tanks shall be located so that they are not accessible to the public. LP gas tanks shall be located at least 5 ft. (1.52 m) from any cooking or heating equipment or any open flame device.

~~50.8.1.7.1.52.1.10.2.5~~ All LP gas equipment shall be properly maintained and comply with the requirements of NFPA 58.

~~50.8.1.7.1.62.1.10.2.6~~ Regulators. Single-stage regulators may not supply equipment that is rated more than 100,000 btu/hr. rating. Two-stage regulators shall be used with equipment that is rated more than 100,000 btu/hr.

~~50.8.1.7.22.1.10.3~~ General Safety Requirements.

~~50.8.1.7.2.12.1.10.3.1~~ All electrical cords shall be maintained in a safe condition and shall be secured to prevent damage.

~~50.8.1.7.2.22.1.10.3.2~~ Movable cooking equipment shall have wheels removed or shall be placed on blocks or otherwise secured to prevent movement of the appliance during operation.

~~50.8.1.7.2.32.1.10.3.3~~ Portable fire extinguishers shall be provided in accordance with NFPA 1, Section 13.6 and shall be specifically listed for such use.

50.8.1.8 There shall be no obstructions or impediments to immediate escape from vehicles or other mobile units used for cooking operations.

50.8.1.9 Seating for the public shall not be located within any mobile or temporary cooking vehicle.

Subsection 50.8.3 of the NFPA 1, Fire Code, 2024 Edition is deleted and replaced with the following:

50.8.3 Tent and Canopy Requirements

50.8.3.1 Temporary cooking operations conducted in tents and under canopies shall comply with NFPA 102 and Chapter 25.

50.8.3.2 All tent and canopy material shall comply with the flame resistance requirements of Section 25.2.2.

50.8.3.3 Tents or canopies where cooking equipment are not protected in accordance with NFPA 96 is located shall not be occupied by the public.

50.8.3.4 Tents or canopies where cooking equipment not protected in accordance with NFPA 96 is located shall be separated from other tents, canopies, structures, or vehicles by a minimum of 10 feet (3050 millimeters) unless otherwise approved by the AHJ.

Subparagraph 50.8.8.3.2 of the NFPA 1, Fire Code, 2024 Edition, is amended to read as follows:

50.8.8.3.2 Disconnected LP-Gas containers and LP-Gas cylinders for purposes other than engine fuel systems shall be secured in an upright position during transport and storage.

[96:17.8.4.2]

Section 60.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended by adding Subsection 60.1.8 and Paragraph 60.1.8.1 to read as follows:

60.1.8 Permits.

60.1.8.1 A Hazardous Materials Use Permit, issued by Montgomery County, shall be required to dispense, handle, use, process, transfer, store, or manufacture one or more materials or substances that meet the requirements of a "hazardous substance" per Montgomery County Executive Regulation 3-1217-03.

Section 65.2 of the NFPA 1, Fire Code, 20242018 Edition, is amended by adding Subsection 65.2.3 to read as follows:

65.2.43 All storage of display fireworks shall comply with NFPA 1124, Code for the Manufacture, Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles, 20222017 edition.

Section 65.2 of the NFPA 1, Fire Code, 20242018 Edition, is amended by adding Subsection 65.2.4 to read as follows:

* * *

Section 65.3 of the NFPA 1, Fire Code, 20242018 Edition, is amended by adding Subsection 65.3.4 to read as follows:

* * *

Section 65.4 of the NFPA 1, Fire Code, 20242018 Edition, is amended by adding Subsection 65.4.3 to read as follows:

* * *

Section 65.5 of the NFPA 1, Fire Code, 20242018 Edition, is deleted.

Subsection 65.9.1 of the NFPA 1, Fire Code, 20242018 Edition, is amended to read as follows:

* * *

Section 74.1 of the NFPA 1, Fire Code, ~~2024~~2018 Edition, is amended to delete subsection ~~7411.1.3~~.

* * *

ARTICLE V. LIFE SAFETY

* * *

DIVISION 3. TECHNICAL STANDARDS

Sec. 9-90. NFPA 101, Life Safety Code—Adopted.

The NFPA 101, Life Safety Code, ~~2024~~2018 Edition, as issued by the National Fire Protection Association, is hereby adopted by reference, except as amended by Section 9-91 of this Chapter. One (1) copy of such publication, as adopted, shall be maintained by the Inspection Services Division in the City Hall and made available for inspection by the public during regular office hours. Any amendment or change in such code promulgated by the NFPA shall not become part of this article until the modifications have been duly adopted by ordinance.

Sec. 9-91. Same—Amendments.

The NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended in the following respects:

Section 2.2 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended by adding the following:

* * *

The referenced publication NFPA 1124 Code for the Manufacture, Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles, ~~2022~~2017 Edition.

Subsection 3.3.6664 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended by adding Paragraph 3.3.64.3 to read as follows:

3.3.~~66.64~~.3 Bulkhead Door. A type of door assembly covering an opening in the ground providing direct access to a basement, the floor of which is not more than 8 feet below ground level. The door consists of a single rigid leaf or two (2) overlapping rigid leaves or covers which need to be pushed or lifted upwards in order to be opened. A person, after opening the door, can walk up a series of steps to escape to the outside.

Paragraph 3.3.~~154~~48.1 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

3.3.~~154~~48.1* Day-Care Home. A building or portion of a building in which not more than twelve (12) clients receive care, maintenance, and supervision, by other than their relative(s) or legal guardians(s), for less than twenty-four (24) hours per day.

Paragraph 3.3.~~205~~496.4 of the NFPA 101, Life Safety Code, 2012 Edition, is amended to read as follows:

3.3.~~205~~496.4* Day-Care Occupancy. An occupancy in which clients receive care, maintenance, and supervision, by other than their relatives or legal guardians, for less than twenty-four (24) hours per day.

Paragraph 3.3.~~205.13~~496.12 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

3.3.~~205.13~~496.12* Residential Board and Care Occupancy. A building or portion thereof that is used for lodging and boarding of six (6) or more residents, not related by blood or marriage to the owners or operators, for the purpose of providing personal care services.

Subsection 4.5.8 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Subsection 4.6.12.1 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Paragraph 4.6.12.3 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Subsection 4.8.2 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended by adding Paragraph 4.8.2.4 to read as follows:

* * *

Paragraph 6.1.4.1 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Paragraph 6.1.9.1 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

~~*Subparagraph 7.2.1.5.12* of the NFPA 101, Life Safety Code, 2018 Edition, is amended to read as follows:~~

~~7.2.1.5.12 Devices shall not be installed in connection with any door assembly on which panic hardware or fire exit hardware is provided where such devices prevent or are intended to prevent the free use of the leaf for purposes of egress, unless otherwise provided in 7.2.1.6~~

Subparagraph 7.2.1.7.1 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Subparagraph 7.2.1.7~~43~~ of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

7.2.1.7.43 Panic and fire exit hardware in other than detention and correctional occupancies as otherwise provided in Chapters 22 and 23, shall not be equipped with any locking device, set screw, or other arrangement that prevents the release of the latch when pressure is applied to the releasing device.

Subsection 7.7.4 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended by adding Paragraph 7.7.4.1 to read as follows:

* * *

Paragraph 7.9.1.2 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Chapter 8 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended by adding the following Section and Subsections to read as follows:

* * *

Paragraph 9.6.1.3 of NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Paragraph 9.6.1.6 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended by adding as follows:

* * *

Paragraph 9.6.2.6 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Paragraph 9.7.1.1 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended by adding Subparagraph 9.7.1.1.1 to read as follows:

* * *

Subsection 9.11.1 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Paragraph 11.8.3.1 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

11.8.3.1 High-rise buildings shall be protected throughout by an approved, supervised automatic sprinkler system in accordance with section 9.7. A sprinkler control valve and waterflow device shall be provided for each floor. High-rise buildings do not include a structure or building used exclusively for open-air parking.

Paragraph 11.8.6.1 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Paragraph 11.11.2.1 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Paragraph 12.2.4.1 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Paragraph 12.3.5.2 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Paragraph 13.2.4.1 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Paragraph 14.7.2.3 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Paragraph 15.7.2.3 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Subsection 16.1.1 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended by adding Paragraph 16.1.1.8.5 to read as follows:

* * *

Subparagraph 16.2.11.1.1 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended by adding item (4) to read as follows:

* * *

Sub-subparagraph 16.6.1.4.1.1 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Sub-subparagraph 16.6.1.4.1.2 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Subparagraph 16.6.1.7.1 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is deleted and replaced to read as follows:

* * *

Paragraph 16.6.2.1 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Paragraph 16.6.2.2 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Paragraph 16.6.2.3 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read by adding as follows:

* * *

Subparagraph 16.6.2.4.5 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Subparagraph 17.6.2.4.5 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended to read as follows:

* * *

Subsection 17.1.1 of the NFPA 101, Life Safety Code, 2024~~2018~~ Edition, is amended by adding Paragraph 17.1.1.8.5 to read as follows:

* * *

Subparagraph 17.2.11.1.1 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended by adding item (4) to read as follows:

17.2.11.1.1 For windows at grade the minimum net clear opening shall be permitted to be 5.0 ft² (0.46 m²).

Subparagraph 17.6.1.1.2 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Sub-subparagraph 17.6.1.4.1.1 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Sub-subparagraph 17.6.1.4.1.2 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Subparagraph 17.6.1.7.1 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is deleted and replaced to read as follows:

* * *

Paragraph 17.6.2.1 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Paragraph 17.6.2.2 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Paragraph 17.6.2.3 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Subparagraph 17.6.3.4.5 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:~~deleted.~~

Approved battery-powered smoke alarms, rather than house electrical service-powered smoke alarms required by 17.6.3.4.4, shall be permitted where the facility has testing, maintenance, and smoke alarm replacement programs that ensure reliability of power to the smoke alarms.

Subparagraph 22.4.65.1.3 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

22.4.65.1.3 Lockups in occupancies, other than detention and correctional occupancies and health care occupancies, where the holding area has capacity for not more than fifty (50) detainees, and where no individual is detained for twenty- four (24) hours or more, shall comply with 22.4.5.1.4.

Subparagraph 22.4.65.1.4 (1) of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

22.4.65.1.4 (1) Doors and other physical restraints to free egress by detainees can be readily released by staff within thirty (30) seconds of the onset of a fire or similar emergency.

Subparagraph 22.4.65.1.4 (2) of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

22.4.~~65~~.1.4 (2) Staff is in sufficient proximity to the lockup so as to be able to affect the thirty (30) second release required by 22.4.5.1.4 (1) whenever detainees occupy the lockup.

Subparagraph 22.4.~~65~~.1.5 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is deleted.

Paragraph 22.4.~~65~~.2 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is deleted.

Subparagraph 23.4.~~65~~.1.3 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

23.4.~~65~~.1.3 Lockups in occupancies, other than detention and correctional occupancies and health care occupancies, where the holding area has capacity for not more than fifty (50) detainees, and where no individual is detained for twenty-four (24) hours or more, shall comply with 23.4.5.1.4.

Subparagraph 23.4.~~65~~.1.4 (1) of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

23.4.~~65~~.1.4 (1) Doors and other physical restraints to free egress by detainees can be readily released by staff within thirty (30) seconds of the onset of a fire or similar emergency.

Subparagraph 23.4.~~65~~.1.4 (2) of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

23.4.~~65~~.1.4 (2) Staff is in sufficient proximity to the lockup so as to be able to affect the thirty (30) second release required by 23.4.5.1.4 (1) whenever detainees occupy the lockup.

Subparagraph 23.4.~~65~~.1.5 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is deleted.

Paragraph 23.4.~~65~~.2 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is deleted.

Paragraph 24.1.1.2 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Subparagraph 24.2.2.3.3 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Paragraph 26.1.1.1 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Paragraph 31.3.5.9 High-Rise Building Sprinklers* of the NFPA 101, Life Safety Code 2024 Edition, is amended to read as follows:

31.3.5.9.1* All high-rise buildings, other than those meeting 31.3.5.9.2 or 31.3.5.9.3, shall be protected throughout by an approved, supervised automatic sprinkler system in accordance with 31.3.5.2 within 12 years of the date of the original violation notice issued by the fire authority having jurisdiction.

Paragraph 32.2.2.3.1 (3) of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Paragraph 33.2.2.3.1 (3) of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Sub-subparagraph 33.3.3.4.8.1 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows

33.3.3.4.8.1 In all living areas, as defined in 3.3.24.521.5, and all corridors shall be provided with smoke detectors that comply with NFPA 72, National Fire Alarm and Signaling Code, and are arranged to initiate an alarm that is audible in all sleeping areas, as modified by 33.3.3.4.8.3.

Sub-subparagraph of 33.3.3.4.8.2 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is deleted.

Subparagraph 42.3.4.1.2 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Subparagraph 42.3.4.1.3 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Subparagraph 42.8.3.4.1.1 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

42.8.3.4.1.1 Parking structures less than three stories not exceeding an aggregate floor area of 100,000 ft² (9300 m²) shall not be required to have a fire alarm.

Subparagraph 42.8.3.4.1.3 of the NFPA 101, Life Safety Code, ~~2024~~2018 Edition, is amended to read as follows:

* * *

Secs. 9-92—9-94. Reserved.

ARTICLE VI. WATER-BASED FIRE PROTECTION SYSTEMS

* * *

DIVISION 3. TECHNICAL STANDARDS

Sec. 9-104. Adopted.

The NFPA 13, Standard for the Installation of Sprinkler Systems, ~~2022~~2016 Edition; NFPA 13R, Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies, ~~2022~~2016 Edition; NFPA 13D, Standard for the Installation of Sprinkler Systems in One- and Two- Family Dwellings and Manufactured Homes, ~~2022~~2016 Edition; NFPA 14, Standard for the Installation of Standpipe and Hose Systems, ~~2022~~2016 Edition; NFPA 20, Standard for the Installation of Stationary Pump for Fire Protection, ~~2022~~2016 Edition; and NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems, ~~2023~~2017 Edition, as issued by the National Fire Protection Association, are hereby adopted by reference, except as amended by Section 9-105, Section 9-106, Section 9-107, Section 9-108, Section 9-109, and Section 9-110 of this Chapter. One (1) copy of such publication, as adopted, shall be maintained by the Inspection Services Division in the City of Rockville City Hall and made available for inspection by the public during regular office hours. Any amendment or change in such code promulgated by the NFPA shall not become part of this article until the modifications have been duly adopted by ordinance.

Sec. 9-105. Same—Amendments, NFPA 13.

Subsection ~~8~~7.6.1 of the NFPA 13, Standard for the Installation of Sprinkler Systems, ~~2022~~2016 Edition, is amended by adding paragraph 7.6.1.6 to read as follows:

~~8~~7.6.1.6 Dwelling Units. Antifreeze shall not be permitted to be used within the dwelling unit portions of sprinkler systems.

Subparagraph ~~9.2.4.1.1~~^{*8.15.8.1.1} of the NFPA 13, Standard for the Installation of Sprinkler Systems, ~~2022~~²⁰¹⁶ Edition, is amended by adding the Subparagraph ~~9.2.4.1.1~~^{28.15.8.1.2} to read as follows:

~~9.2.4.1.1~~^{28.15.8.1.2} Manner for Calculation of Residential Bathroom Square Footage.

When calculating the area of a residential bathroom to determine ~~for the purpose of determining~~ if sprinkler coverage is required, any separate rooms with doors opening into the larger room contained within the larger footprint shall be counted. The area that a shower stall or bathtub uses shall also be incorporated into the overall area calculation. Rules governing smaller rooms shall continue to apply when determining if those smaller rooms need independent sprinkler heads.

~~Subparagraph 8.15.11.1 of the NFPA 13, Standard for the Installation of Sprinkler Systems, 2016 Edition is amended to add the following:~~

~~8.15.11.1 Sprinkler protection shall be required in electrical rooms.~~

~~Subparagraph 8.15.11.2 of the NFPA 13, Standard for the Installation of Sprinkler Systems, 2016 Edition, is deleted.~~

Subparagraph ~~16.9.10.1~~^{18.16.1.1.1} of the NFPA 13, Standard for the Installation of Sprinkler Systems, ~~2022~~²⁰¹⁶ Edition, is amended by adding the Sub-subparagraph ~~16.9.10.1~~^{18.16.1.1.1.4} to read as follows:

~~16.9.10.1~~^{18.16.1.1.1.4} When a sprinkler system serves more than one floor, each floor must be consistently and separately valved by a listed and approved indicating control valve.

~~(a)8.16.1.1.1.5~~ Where a sprinkler system is required to activate a building fire alarm system, the sprinkler system shall have a separate and distinct water flow detecting device for each floor and zone.

~~(b)8.16.1.1.1.6~~ The provisions of 16.9.10.1.1 ~~8.16.1.1.1.4~~ and ~~8.16.1.1.1.5~~ shall not apply to the following:

* * *

Sub-subparagraph 16.12.5.7.1~~18.17.2~~ of the NFPA 13, Standard for the Installation of Sprinkler Systems, 2022~~2016~~ Edition, is amended to read as follows:

16.12.5.7.1~~18.7.2~~ The fire department connection should be located not less than 18in. (457 mm) and not more than 4 ft (1.2 m) above the level of the adjacent grade or access and no further than 100 ft from a fire hydrant. Multiple connections for the same building shall be interconnected.

Subparagraph 16.12.3.1.3~~18.17.2.1~~ of the NFPA 13, Standard for the Installation of Sprinkler Systems, 2022~~2016~~ Edition, is amended by adding the Sub-subparagraph 16.12.3.1.3.1~~18.17.2.1.1~~ to read as follows:

16.12.3.1.3.1~~18.17.2.1.1~~ The number of 2 ½ in outlets required for system demand shall be as follows:

- (1) Up to 749—2 outlets
- (2) 750 - 999—3 outlets
- (3) 1000 and over—4 outlets

~~8.17.2.1.2 Multiple connections for the same building shall be interconnected.~~

Sub-subparagraph 16.12.4~~18.17.2.3~~ of the NFPA 13, Standard for the Installation of Sprinkler Systems, 2022~~2016~~ Edition, is deleted and replaced with the following to read as follows:

~~16.12.48.17.2.3~~ The size of the pipe for the fire department connection shall be sized at least as large as the main sprinkler system riser or the fire pump discharge line, whichever is larger.

Sub-subparagraph ~~16.12.5.68.17.2.4.5~~ of the NFPA 13, Standard for the Installation of Sprinkler Systems, ~~2022~~2016 Edition, is amended to read as follows:

~~16.12.5.68.17.2.4.5~~ Where a fire department connection services only a portion of a building, a permanent weather-resistant sign shall be attached indicating the portions of the building served.

Subsection ~~19.1.523.2~~ of the NFPA 13, Standard for the Installation of Sprinkler Systems, ~~2022~~2016 Edition, is amended by adding the following Subsections, and Annex Section to read as follows:

~~19.1.5.1.123.2.3*~~ Water ~~Supplies~~ Supply Safety Factors.

~~(a)23.2.3.1~~ Calculations for new systems, or new portions of existing systems, must be designed with a safety factor of not less than 20%.

~~(b)23.2.3.2~~ The minimum safety factor may be reduced to 10% for owner-occupied buildings.

~~(c)23.2.3.3~~ Lower safety factors may be used at the discretion of the authority having jurisdiction.

A.~~19.1.5.223.2.3~~ For sprinkler systems without a fire pump, this safety is based on pressure demand at the supply point. For systems designed with a fire pump, this safety is based on both demand pressure and demand flow at the pump discharge. When designing these systems, all options, except gridded piping arrangements, should be explored to prevent adding a fire pump.

Subsection ~~28.2.1.7~~ 24.1.2 of NFPA 13, the Standard for the Installation of Sprinkler Systems, ~~2022~~ 2016 Edition, is amended to add the following:

28.2.1.7 24.1.2 Capacity. Pressure and flow availability for existing taps must be determined by an interior flow test. In any case the supply information must be corrected for the low hydraulic gradient. Fire pumps and fire pump tank supplies must only be used where it is demonstrated that the public water supply is inadequate.

Sec. 9-106. Same—Amendments, NFPA 13D.

Paragraph 3.3.11.1 of the NFPA 13D, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes, ~~2022~~ 2016 Edition, is deleted.

Subsection 6.2 (1) of the NFPA 13D, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes, 2022 Edition, is amended to read as follows:

1. A connection to a reliable waterworks system with or without an automatically operated pump. Pressure availability as determined by the City of Rockville or WSSC Low Hydraulic Gradient shall be used.

~~*Subsection 6.1.2* of the NFPA 13D, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes, 2016 Edition, is amended by adding the following Subsection, Paragraphs, and Annex Section to read as follows:~~

~~*6.1.2.1** Calculations for new systems, or new portions of existing systems, must be designed with a 10% safety factor.~~

~~*6.1.2.2* Lower safety factors may be used at the discretion of the authority having jurisdiction.~~

~~A.6.1.2.1 For sprinkler systems without a fire pump, this safety is based on pressure demand at the supply point. For systems designed with a fire pump, this safety is based on both demand pressure and demand flow at the pump discharge. When designing these systems, all options, except gridded piping arrangements, should be explored to prevent adding a fire pump.~~

Subsection 7.1.2 of the NFPA 13D, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes, 2022 2016-Edition, is deleted.

Section 7.5.9 of the NFPA 13R, Standard for the Installation of Sprinkler Systems in Low Rise Residential Occupancies, 2022 Edition is amended to read as follows:

7.5.9 Where solvent cement is used as the pipe and fittings bonding agent, sprinklers shall not be installed in the fittings until after the hydrostatic test has been approved by the City.

~~*Subsection 8.3.2 (2) of the NFPA 13D, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes, 2016 Edition, is deleted.*~~

Section 8.3.2 of the NFPA 13D Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes, 2022 2016-is amended by adding subsection 8.3.2.1 that reads as follows:

* * *

Section 9.2 Antifreeze Systems of the NFPA 13D, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes, 2022 2016-Edition, is deleted in its entirety.

Subsection 10.4 of the NFPA 13D, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes, 2022 Edition, is amended by adding the following Subsection, Paragraphs, and Annex Section to read as follows:

10.4.10* Calculations for new systems, or new portions of existing systems, must be designed with a 10% safety factor.

10.4.10.1 Lower safety factors may be used at the discretion of the authority having jurisdiction.

A.10.4.10 For sprinkler systems without a fire pump, this safety is based on pressure demand at the supply point. For systems designed with a fire pump, this safety is based on both demand pressure and demand flow at the pump discharge. When designing these systems, all options, except gridded piping arrangements, should be explored to prevent adding a fire pump.

Subsection 11.2.1.4 of the NFPA 13D, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes, 2022 Edition, is amended to read as follows:

11.2.1.4 When systems are being hydrostatically tested, the test shall not be permitted to be conducted with sprinklers installed in the fittings.

Subsection 11.2.1 of the NFPA 13R, Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies, 2022 Edition, is amended to add the following subsection 11.2.1.5:

11.2.1.5 When temperatures are below 40 degrees F, the building must be heated to keep system piping to at least 40 degrees F, or a listed antifreeze must be used for the hydrostatic test of the system piping.”

Sec. 9-107. Same—Amendments, NFPA 13R.

Subsection 5.4.2 of the NFPA 13R, Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies, 2022 ~~2016~~-Edition, is amended by deleting (1) of the accepted methods.

Section 6.6.2 of the NFPA 13R, Standard for the Installation of Sprinkler Systems in Low Rise Residential Occupancies, 2022 ~~2016~~-Edition is amended by adding subsection 6.6.2.1 that reads as follows:

* * *

Section 6.7.1.1 of the NFPA 13R, Standard for the Installation of Sprinkler Systems in Low Rise Residential Occupancies, 2022 Edition is amended to read as follows:

6.7.1.1 Where solvent cement is used as the pipe and fittings bonding agent, sprinklers shall not be installed in the fittings until after the hydrostatic test has been approved by the City.

Subsection 6.11.2 of the NFPA 13R, Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies, 2022 Edition, is amended by adding the following:

6.11.2.1 In all apartment buildings, not less than a single 2 ½ in. fire department connection shall be provided.

Subsection 6.11.2 of the NFPA 13R, Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies, 2022 Edition, is amended by adding the following:

6.11.2.2 The fire department connection shall be located on a street front, and be 18 to 48 in. (457.2 mm to 1.22 m) from the centerline of the inlet to finish grade.

Subsection 8.2.1 ~~7.1.1.1~~ of the NFPA 13R, Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies, 2022 ~~2016~~ Edition, is amended by adding the following Subsections and Annex Section to read as follows and to add the following subsection and annex section:

~~7.1.1.1.1 Calculations for new systems, or new portions of existing systems, must be designed with a 10% safety factor.~~

8.2.1 Piping shall be sized using hydraulic calculation procedures in accordance with NFPA 13 as amended by the City Fire Code, and all calculations shall include a minimum safety factor of 10% of the system demand pressure to account for minor field changes.

8.2.1.1 ~~7.1.1.1.2~~ Lower safety factors may be used at the discretion of the authority having jurisdiction.

A.8.2.1.1 ~~A.7.1.1.1.1~~ For sprinkler systems without a fire pump, this safety is based on pressure demand at the supply point. For systems designed with a fire pump, this safety is based on both demand pressure and demand flow at the pump discharge. When designing these systems, all options, except gridded piping arrangements, should be explored to prevent adding a fire pump.

Subsection 9.6.2 of the NFPA 13R, Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies, 2022 Edition, is amended by to read as follows:

9.6.2 The volume and pressure of a public or private water supply shall be determined from waterflow test data or other approved method and shall be adjusted to the low hydraulic gradient.

Subsection 10.2.2 of the NFPA 13R, Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies, 2022 Edition, is amended to add the following subsection

10.2.2.3:

10.2.2.3 When temperatures are below 40 degrees F, the building must be heated to keep system piping to at least 40 degrees F for the hydrostatic test of the system piping.

~~Subsection 6.11.2 of the NFPA 13R, Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies, 2022 2016 Edition, is amended to read:~~

~~6.11.2 In all apartment buildings, not less than a single 2 ½ in. fire department connection shall be provided.~~

~~Subsection 6.11.2 of the NFPA 13R, Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies, 2022 2016 Edition, is amended by adding the following:~~

~~6.11.2.1 The fire department connection shall be located on a street front, and be 18 to 48 in. (457.2 mm to 1.22 m) from the centerline of the inlet to finish grade.~~

Sec. 9-108. Same—Amendments, NFPA 14.

~~Paragraph 4.7.3 of the NFPA 14, Standard for the Installation of Standpipe and Hose Systems, 2016 Edition, is amended as follows:~~

~~4.7.3 Each fire hose valve shall be provided with 2½ in. valved hose connections, 2½ in. to 1½ in. reducers, caps, and chains.~~

~~Paragraph 6.4.5.1 of the NFPA 14, Standard for the Installation of Standpipe and Hose Systems, 2016 Edition, is amended by adding Subparagraph 6.4.5.1.2 to read as follows:~~

~~6.4.5.1.2 Unless otherwise directed by the AHJ, the installation of fire department connections shall comply with the following:~~

~~(a) — the number of 2 ½ inlets shall be:~~

System Demand (gpm)	No. of Inlets
Up to 749	2
750 to 999	3
1000 and above	4

~~(b) — multiple inlets for the same building shall be interconnected.~~

~~Subparagraph 6.4.5.3 of the NFPA 14, Standard for the Installation of Standpipe and Hose Systems, 2016 Edition, is amended to read as follows:~~

~~6.4.5.3 Where a fire department connection services multiple buildings, structures, locations, services, or only a portion of a building, a sign shall be provided indicating the buildings, structures, locations, or portions of the building served.~~

~~Subsection 7.3.2 (1) of the NFPA 14, Standard for the Installation of Standpipe and Hose Systems, 2016 Edition, is amended to read as follows:~~

(1) — ~~At the highest intermediate landing between floor levels or each main landing in every required exit stairway.~~

~~Subsection 7.8.1 of the NFPA 14, Standard for the Installation of Standpipe and Hose Systems, 2016 Edition, is amended by adding the following Paragraphs, Subparagraph, and Annex Section to read as follows:~~

~~7.8.1.2 Where fire pumps are necessary to produce the required residual pressures for standpipe systems in high rise buildings, the pumps and piping shall be sized to provide for the demand of the hydraulically most remote hose station, or the sprinkler system demand, whichever is greater.~~

~~7.8.1.2.1 Standpipe systems shall be sized to provide the required flow and pressure for all hose stations required to be flowing, when supplied by 150 psi at 1000 gpm at the fire department connection(s).~~

~~7.8.1.3 Standpipe systems in buildings that are not high rises, and dry standpipe systems with no automatic water supplies, may be designed to obtain the required flows and pressures, when supplied by the fire department with 1000 gpm at 150 psi at the fire department connection(s).~~

Paragraph 7.8.2 of the NFPA 14, Standard for the Installation of Standpipe and Hose Systems, 2022 Edition, is amended as follows:

7.8.2 Each fire hose valve shall be provided with 2½ in. valved hose connections, 2½ in. to 1½ in. reducers, caps, and chains.

Subsection 9.5.2.1.1 of the NFPA 14, Standard for the Installation of Standpipe and Hose Systems, 2022 Edition, is amended to read as follows:

9.5.2.1.1 Hose connections shall be permitted to be installed at the highest intermediate floor landing between floor levels in every required interior and exterior exit stair.

Paragraph 9.9.5.1 of the NFPA 14, Standard for the Installation of Standpipe and Hose Systems, 2022 Edition, is amended by adding Subparagraph 6.4.5.1.2 to read as follows:

9.9.5.1.2 Unless otherwise directed by the AHJ, the installation of fire department connections shall comply with the following:

(a) the number of 2 ½ inlets shall be:

<u>System Demand (gpm)</u>	<u>No. of Inlets</u>
<u>Up to 749</u>	<u>2</u>
<u>750 to 999</u>	<u>3</u>
<u>1000 and above</u>	<u>4</u>

(b) multiple inlets for the same building shall be interconnected.

Subparagraph 9.9.5.3 of the NFPA 14, Standard for the Installation of Standpipe and Hose Systems, 2022 Edition, is amended to read as follows:

9.9.5.3 Where a fire department connection services multiple buildings, structures, locations, or only a portion of a building, a sign shall be provided indicating the buildings, structures, locations, or portions of the building served.

Subsection ~~11.2.2~~ 8.2.2 of the NFPA 14, Standard for the Installation of Standpipe and Hose Systems, ~~2022~~ 2016 Edition, is amended by adding Paragraph ~~11~~8.2.2.1 to read as follows:

118.2.2.1 Where fire pumps are necessary to produce the required residual pressures for standpipe systems in high rise buildings, separate sets of calculations shall be provided to demonstrate the demand of the hydraulically most remote hose station and the demand of the sprinkler system.

Sec. 9-109. Same—Amendments, NFPA 20.

Sub-subparagraph 4.14.1.1.4 ~~4.12.1.1.3~~ of the NFPA 20, Standard for the Installation of Stationary Fire Pumps for Fire Protection, 2022 ~~2016~~-Edition, is amended to read as follows:

4.14.1.1.4 ~~4.12.1.1.3~~ The location of and access to the fire pump room shall be approved by the authority having jurisdiction.

* * *

ARTICLE VII. FIRE ALARM AND DETECTION SYSTEMS

* * *

DIVISION 3. TECHNICAL STANDARDS

Sec. 9-120. Adopted.

The NFPA 72, National Fire Alarm and Signaling Code, 2022 ~~2016~~-Edition, as issued by the National Fire Protection Association, is hereby adopted by reference, except as amended by Section 9-121 of this chapter. One (1) copy of such publication, as adopted, shall be maintained by the Inspection Services Division in the City Hall and made available for inspection by the public during regular office hours. Any amendment or change in such code promulgated by the

NFPA shall not become part of this article until the modifications have been duly adopted by ordinance.

Section 10.1817.3 of NFPA 72, the National Fire Alarm and Signaling Code, 2022 ~~2016~~ Edition adds the following:

10.1817.3 Annunciator Access and Location. An annunciator with the following features is required when the building is greater than one story, has a sprinkler system, or has more than one type of alarm initiating device.

* * *

Paragraph 10.21.5 of the NFPA 72, National Fire Alarm and Signaling Code, 2022 ~~2016~~ Edition, is amended to read as follows:

* * *

Paragraph 17.7.6.4.2.1 of the NFPA 72, National Fire Alarm and Signaling Code, 2022 Edition, is amended by adding subparagraph 17.7.6.4.2.1.1 to read as follows:

17.7.6.4.2.1.1 Duct detection, if provided, must sound a supervisory signal.

Paragraph 17.7.6.4.2.2 of the NFPA 72, National Fire Alarm and Signaling Code, 2022 Edition, is amended by adding subparagraph 17.7.6.4.2.1.1 to read as follows:

17.7.6.4.2.2.1 Duct detection, if provided, must sound a supervisory signal.

Paragraph 17.1312.2 of the NFPA 72, National Fire Alarm and Signaling Code, 2022 ~~2016~~ Edition, is amended to by adding subparagraph 17.1312.2.1 to read as follows:

~~17.13.2.2.1~~ Standpipe or main water flow indicators, if provided, must sound a supervisory signal.

Section 18.3 of the NFPA 72, National Fire Alarm and Signaling Code, 2022 ~~2018~~-Edition, is amended by adding Sub-section 18.3.87 to read as follows:

18.3.87 Calculations. Calculations for amperage capacity of notification circuits shall provide for a minimum of a 20 percent safety factor on each circuit.

Subsection 18.4.1 of the NFPA 72, National Fire Alarm and Signaling Code, 2022 ~~2016~~ Edition, is amended by adding Paragraph 18.4.1.87 to read as follows:

18.4.1.87 Where variable volume settings are provided with an audible device, the spacing shall be based on the low volume level.

Paragraph 24.8.1645 of the NFPA 72, National Fire Alarm and Signaling Code, 2022 ~~2016~~ Edition, is amended to read as follows:

24.8.1645 If telephone jacks are provided, six (6) or more portable handsets (as determined by the authority having jurisdiction) shall be stored at each control center for use by emergency responders.

Paragraph 29.118.3.4 of the NFPA 72 National Fire Alarm and Signaling Code, 2022 ~~2016~~ Edition, is amended by adding the following subsection:

29.118.3.4(14) Enclosed rooms with a closet such as dens, libraries, studies, or sitting rooms which could be used as a sleeping area must be treated as bedrooms.

* * *

ARTICLE VIII. SPECIAL HAZARDS

* * *

DIVISION 3. TECHNICAL STANDARDS

Sec. 9-136. Adopted.

The NFPA 17, Standard for Dry Chemical Extinguishing Systems, ~~2024~~2016 Edition; ~~NFPA 17A, Standard for Wet Chemical Extinguishing Systems, 2016 Edition;~~ NFPA 30, Flammable and Combustible Liquids Code, ~~2024~~2018 Edition; NFPA 45, Standard on Fire Protection for Laboratories Using Chemicals, ~~2024~~2018 Edition; NFPA 58, Liquefied Petroleum Gas Code, ~~2024~~2017 Edition; NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, ~~2024~~2017 Edition; and NFPA 241, Standard for Safeguard Construction, Alteration, and Demolition Operations, ~~2022~~2016 Edition, as issued by the National Fire Protection Association, are hereby adopted by reference, except as amend by section 9-137, section 9-138, ~~section 9-139~~, section 9-140, section 9-141, section 9-142, and section 9-143 of this chapter. One (1) copy of such publication, as adopted, shall be maintained by the Inspection Services Division in the City Hall and made available for inspection by the public during regular office hours. Any amendment or change in such code promulgated by the NFPA shall not become part of this article until the modifications have been duly adopted by ordinance.

* * *

Sec. 9-138. Reserved.—~~Same—Amendments—NFPA 17A.~~

* * *

Sec. 9-142. - Same—Amendments—NFPA 96.

Subsection 7.8.1 of the NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, 2024 ~~2017~~ Edition is amended by adding the following Paragraph and Subparagraphs to read as follows:

* * *

ARTICLE IX. FIREWORKS

* * *

DIVISION 3. TECHNICAL STANDARDS

Sec. 9-161. Adopted.

The NFPA 1123, Code for Fireworks Display, 2022~~2018~~ Edition, and NFPA 1126, Standard for the Use of Pyrotechnics before a Proximate Audience, 2021~~2016~~ Edition, as issued by the National Fire Protection Association, are hereby adopted by reference, except as amended by section 9-162 and section 9-163 of this chapter. One (1) copy of such publication, as adopted, shall be maintained by the Inspection Services Division in the City Hall and made available for inspection by the public during regular office hours. Any amendment or change in such code promulgated by the NFPA shall not become part of this article until the modifications have been duly adopted by ordinance.

Sec. 9-162. Same—Amendments, NFPA 1123.

Chapter 1 of the NFPA 1123, Code for Fireworks Display, ~~2022~~2018 Edition, is amended
by adding Section 1.5 to read as follows:

* * *

NOTE: ~~Strikethrough~~ indicates material deleted.


Underlining indicates material added.

Asterisks * * * indicate material unchanged by this ordinance.

I hereby certify that the foregoing is a true and correct copy of an Ordinance
adopted by the Mayor and Council of Rockville at its meeting of

_____.

Sara Taylor-Ferrell
City Clerk/Director of Council Operation



Introduction and Adoption of Proposed Changes To Chapter 9 Fire Code

December 15, 2025



Presentation Outline

- Purpose
- City Code – Chapter 9, Proposed Changes
- Article I – In General
- Article IV – Fire Prevention Code
- Suggested Motions
- Next Steps



Purpose

- Align with the State's adoption of the 2024 model codes
- Remain a leader in the region in fire safety
- Ensure the functionality of fire protection systems in existing construction



Article I – In General

Significant Changes

- Permit Expiration
 - Added language to align with Chapter 5
 - must have a valid, approved inspection 180 days or permit expires
 - renewal fee per the Adopted Fee Schedule is applied
- Permit Extension
 - Added/deleted language to align with Chapter 5
 - Grants Building Official authority to extend a permit for a justified cause



Article I – In General

Significant Changes

- Existing Fire Protection Systems –
 - licensed vendors must provide inspection and testing reports of existing fire protection systems and fire protection features
 - Specifies timeframe for providing test reports
 - Specifies testing, inspection and maintenance frequency of certain equipment where not currently in the code



Article IV – Fire Prevention Code

Significant Changes

- Code Edition
 - Allow compliance with subsequent code editions where the project meets the entire code
 - Example, a design professional requests to comply with a new code section in a subsequent code edition

Article IV – Fire Prevention Code

Significant Changes

- Outdoor Cooking/Heating Appliances
 - Model Code requires 10 ft minimum distance to one and two-family dwellings
 - State increased minimum distance to 15 ft
 - City increase to 20 ft due to increased number of fires locally and nationally
 - Align with Montgomery County and City of Gaithersburg
- Micromobility Devices
 - Powered scooters, E-bikes, and Hoverboards
 - When charged outside, increase distance to a building from 10 ft to 15 ft

Article IV – Fire Prevention Code

Significant Changes

- Emergency Radio Communication
 - New buildings with below-ground floors, greater than 25,000 sq. ft per floor, or greater than three (3) stories in height
 - Must comply with Montgomery County Department of Technology Services
 - Current standard, will now be codified
- Assembly Sprinkler Protection Requirements
 - New dance hall, discotheque, nightclub, bar, restaurant, assemblies with festival seating:
 - more than 100 occupants, more than 5,000 sq. ft
 - or located on a floor other than the level of exit discharge

Article IV – Fire Prevention Code

Significant Changes

- Existing High-Rise Sprinkler System Requirements
 - Must be sprinkler protected within 12 years of Notice of Violation, unless exceptions are met
 - Two high-rise buildings in the City, already in initial stages of compliance
- Public Disclosure Signage for High-Rise Buildings
 - Must be located at main building entrance of unsprinklered high-rise
 - Notification to the public that building is not sprinkler protected

Article IV – Fire Prevention Code

Significant Changes

- New Day-Care Sprinkler System Requirements
 - Required in all new day-cares unless:
 - less than 300 occupants
 - located on the level of exit discharge
 - rooms used for daycare have a door leading directly outside
 - less than 12,000 sq. ft
- Trash/Recycling for Collection
 - Not permitted to be stored in exit paths including in exits or exit corridors

Article IV – Fire Prevention Code

Significant Changes

- Assembly Occupancies Audible Announcement
 - Projected image or audible announcement required within 10 minutes of start of program.
 - Notify occupants of emergency exits
 - Theaters, auditoriums, assembly occupancies with more than 300 occupants and non-continuous programs



Article IV – Fire Prevention Code

Significant Changes

- Tent and Canopy Requirements
 - Additional flame resistance requirements
 - 10 ft. minimum separation between tents
 - Notify occupants of emergency exits
 - Theaters, auditoriums, assembly occupancies with more than 300 occupants and non-continuous programs



Suggested Motions

1. I move to introduce the ordinance to amend Chapter 9 of the Rockville City Code, entitled "Fire Code."
2. I move to waive the layover period.
3. I move to adopt the ordinance at Attachment 1 of the staff report to amend Chapter 9 of the Rockville City Code entitled, "Fire Code."



NEXT STEPS

- Code changes will be effective 30 days after adoption
- Upon adoption, staff will conduct outreach to notify stakeholders of changes



Thank You!



MAYOR AND COUNCIL Meeting Date: December 15, 2025

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

January 5, 2026 (Mock)



MAYOR AND COUNCIL

Meeting No. 01-26
Monday, January 5, 2026 - 5:30 PM

MOCK AGENDA

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

Ways to Participate

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

Translation Assistance

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

In-Person Attendance

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

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

Viewing Mayor and Council Meetings

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

Participating in Community Forum & Public Hearings:

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

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

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

1. Send your Name, Phone number, For Community Forum and Expected Method of Joining the

Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov no later than 10:00 am on the day of the meeting. Each speaker will receive 3 minutes.

2. Send your Name, Phone number, the Public Hearing Topic and Expected Method of Joining the Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov no later than 10:00 am on the day of the meeting.

3. On the day of the meeting, you will receive a confirmation email with further details, and two Webex invitations: 1) Optional Webex Orientation Question and Answer Session and 2) Mayor & Council Meeting Invitation.

4. Plan to join the meeting no later than approximately 20 minutes before the actual meeting start time.

5. Read for <https://www.rockvillemd.gov/DocumentCenter/View/38725/Public-Meetings-on-Webex> meeting tips and instructions on joining a Webex meeting (either by computer or phone).

6. If joining by computer, Conduct a WebEx test: <https://www.webex.com/test-meeting.html> prior to signing up to join the meeting to ensure your equipment will work as expected.

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

The next scheduled Drop-In Session will be held by phone or in-person on Monday, January 12 from 5:15 pm - 6:15 pm with Mayor Ashton and Councilmember Valeri. Please sign up by 10 am on the meeting day using the form at: <https://www.rockvillemd.gov/formcenter/city-clerk-11/sign-up-for-dropin-meetings-227>

1. Convene - 5:30 PM

2. Pledge of Allegiance

3. Proclamation and Recognition - 5:35 PM

A. Proclamation Declaring January 19, 2026, as Martin Luther King, Jr. Day in Rockville, Maryland

4. Agenda Review 6:30 PM

5. City Manager's Report 6:35 PM

6. Boards and Commissions Appointments and Reappointments - NONE

7. Community Forum - 6:40 PM

8. Special Presentations - NONE

9. Consent Agenda - 7:00 PM

10. Public Hearing - NONE

11. Action Items - 7:05 PM

A. Adoption of Mayor and Council Meeting Rules of Procedure

12. Worksession - 7:45 PM

A. Mayor and Council Budget Priorities - Worksession

13. Mock Agenda - 8:15 PM

14. Old / New Business - 8:20 PM

15. Adjournment - 8:30 PM