



MAYOR AND COUNCIL

Meeting No. 23-25
Monday, September 29, 2025 - 6:30 PM

AGENDA

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

Ways to Participate

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

Translation Assistance

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

In-Person Attendance

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

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

Viewing Mayor and Council Meetings

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

Participating in Community Forum & Public Hearings:

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

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

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

1. Send your Name, Phone number, For Community Forum and Expected Method of Joining the

Meeting (computer or phone) to mayorandcouncil@rockvillemd.gov no later than 10:00 am on the day of the meeting. Each speaker will receive 3 minutes.

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

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

The next scheduled Drop-In Session will be held by phone or in-person on Monday, September 29 from 5:15-6:15 pm with Mayor Ashton and Councilmember Fulton. 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 - 6:50 PM**
 - A. Board and Commission Appointment and Reappointment
7. **Community Forum - 6:55 PM**
8. **Special Presentations - NONE**
9. **Consent Agenda - 7:15 PM**
 - A. Award and Authorize the City Manager to Execute a Contract with AtkinsRéalis USA Inc., Inc. for the Purchase of Enterprise Asset Management and Customer Relationship Management Software, Support and Professional Services, Responsive to RFP #03-25 in an Amount Not to Exceed \$655,370.00.
 - B. Ratify and Authorize the City Manager to Execute a Maryland State Arts Council Grant Agreement for Grants for Organizations for City-Managed Arts Programs.
 - C. Approve the Amended and Restated Memorandum of Understanding with

Montgomery County for Transportation Impact Taxes for New Developments in Rockville

- D. Appointment of Manisha Tewari, Planning and Research Manager of Community Planning and Development Services (CPDS), as the City of Rockville Representative to the Town Square Condominium Board, Replacing the prior Deputy Director of CPDS, Jenny Snapp.
- E. Authorize the City Manager to enter into a service agreement with Off Duty Management to schedule, invoice and provide reimbursement to the City of Rockville when off-duty Rockville City Police Department officers are hired to provide security services at events in the City of Rockville.
- F. Approval of Minutes

10. Public Hearing - NONE

11. Action Items - NONE

12. Worksession - 7:20 PM

- A. Transportation and Mobility Commission Annual Report
- B. King Farm Farmstead Master Plan
- C. Zoning Ordinance Rewrite (ZOR) Work Session - Review of Remaining Topics: Amenity Space, Landscaping, Signs, Nonconformities, Findings, Subdivision and Plats, Neighborhood Conservation Plans, Historic Preservation and Recommended Rezoning Near the Twinbrook Metro Station.

13. Mock Agenda - 9:40 PM

- A. Mock Agenda

14. Old / New Business - 9:45 PM

15. Adjournment - 10:00 PM



MAYOR AND COUNCIL Meeting Date: September 29, 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.

Education Commission

Sarah Clark- new appointment to serve as the private school representative for a two-year term until April 1, 2027.

Youth Commission

Allan Guech- new appointment to serve a full one-year term until October 1, 2026.
Paige Henry- new appointment to serve a full one-year term until October 1, 2026.
Albert Leigh- new appointment to serve a full one-year term until October 1, 2026.
Leila McCarthy- reappointment to serve a full one-year term until October 1, 2026.
Elijah Noda- reappointment to serve a full one-year term until November 1, 2026.
Daniela Naaman- reappointment to serve a full one-year term until October 1, 2026.
Azusa Strader- new appointment to serve a full one-year term until October 1, 2026.

Staff recommends the Mayor and Council appoint and approve the members of the Board of Directors for REDI (the 'REDI Board of Directors'), for such terms and in such manner as provided in the organization's bylaws.

The Mayor and Council hereby appoint **Vanessa Elharrar** and **Tameka Montgomery** as new members of the REDI Board of Directors to serve a three-year term until October 1, 2028.

Date of Appointment
September 29, 2025

Expiration of Appointment
October 1, 2028

Director Class
1

The Mayor and Council hereby reappoint **LaVonne Torrence Berner, David Todd Pearson, Susan Prince, Morgan Sullivan, Justin Yang** and **Cliff Viers** as members of the REDI Board of Directors to serve a three-year term until October 1, 2028.

<u>Date of Reappointment</u>	<u>Expiration of Appointment</u>	<u>Director Class</u>
September 29, 2025	October 1, 2028	1

The Mayor and Council hereby reappoint **Muhammad Kehnemouyi** as member of the REDI Board of Directors to serve a three-year term until October 1, 2028 Montgomery College ex officio representative.

<u>Date of Reappointment</u>	<u>Expiration of Appointment</u>	<u>Director Class</u>
September 29, 2025	October 1, 2028	1

Attachments



MAYOR AND COUNCIL Meeting Date: September 29, 2025

Agenda Item Type: CONSENT

Department: PW - MANAGEMENT & SUPPORT

Responsible Staff: JAMES WOODS

Subject

Award and Authorize the City Manager to Execute a Contract with AtkinsRéalis USA Inc., Inc. for the Purchase of Enterprise Asset Management and Customer Relationship Management Software, Support and Professional Services, Responsive to RFP #03-25 in an Amount Not to Exceed \$655,370.00.

Department

IT

Recommendation

Staff recommends the Mayor and Council award and authorize the City Manager to execute a contract with AtkinsRéalis USA Inc. for the purchase of Enterprise Asset Management and Customer Relationship Management software, support and professional services, responsive to RFP #03-25 for an initial one-year contract amount of \$421,370.00 with up to 4 annual renewals of \$58,500, with a total not-to-exceed amount of \$655,370.00 for 5 years.

Discussion

The City of Rockville Department of Public Works (DPW), Department of Recreation and Parks (R&P), Information Technology Department (IT), Communication and Community Engagement Department (CCE) and the City Manager's Office (CMO) recommend the implementation of an integrated Enterprise Asset Management (EAM) and Customer Relationship Management (CRM) System to enhance the efficiency, transparency, and responsiveness of the City's operations. These tools will support better management of public infrastructure and resident services, helping the City address current challenges while preparing for future growth and demand.

This system will modernize the City's work order management system; connect, communicate, and collaborate efficiently with residents and internal customers; maximize operational efficiency; simplify data management and inventory of physical assets; and provide critical data and evaluation tools for budgetary considerations.

A geographic, location-based EAM/CRM solution will transform the way the city manages its assets and interacts with its residents and customers. The selected system provides a personalized, interactive communication tool between the city and its residents that allows

users to report issues, ask questions and receive responses through a web portal or mobile application wherever they are located.

In June 2023, DPW and R&P began writing an RFP for an Asset Management system. In November 2023, the CMO asked to add a customer relationship management (CRM) requirement to ensure that any proposed solution could also effectively manage the various types of internal and external customer service requests received by the city. On October 2, 2024, the RFP was posted and closed on November 15, 2024. Nine proposals were received. An evaluation team of voting members representing DPW, R&P, IT, CCE and the CMO was formed to review and score the proposals. The team chose 5 of the 9 proposals for virtual demonstrations. A second evaluation team of non-voting members was formed comprised of future users of the solution from across the City, but primarily from DPW, R&P and CMO. In January and February 2025, demonstrations were conducted. In March 2025, the evaluation committee selected a preferred vendor and virtually met with three existing customers of the preferred vendor to learn more about how each organization implemented the solution. In April, May and June 2025, the evaluation committee had additional demonstration meetings with the preferred vendor to ask questions and get a deeper understanding of the different elements of the solution from the perspective of the office worker, the mobile worker in the field, the resident portal, GIS integration, and reporting.

Adopting an EAM and CRM system is a strategic investment in efficiency, accountability, and sustainability of the City. These systems will empower staff, strengthen public trust, and ensure we are managing both physical and relational assets responsibly and transparently.

Mayor and Council History

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

Procurement

Staff prepared and publicly advertised RFP #03-25 Enterprise Asset Management (EAM) and Customer Relationship Management (CRM) Software, in accordance with the City of Rockville Procurement Code Section 17-62. On October 2, 2024, RFP #03-25 was posted on the City's website and was provided to suggested sources. It was also electronically provided to 686 prospective respondents via the State of Maryland's electronic procurement system, eMaryland Marketplace Advantage (eMMA). Of the prospective respondents, 96 were Disadvantaged Business Enterprises (DBE), 96 were Minority Business Enterprises (MBE), and 18 were Veteran Small Business Enterprises (VSBE).

On the proposal due date of November 15, 2024, the City received nine proposals, which were scored by the Evaluation Committee, as provided in Table 1.

Table 1

Respondent	MFD-V Status	Ranking 1st Round (Written Proposals)	Ranking 2nd Round (Demonstrations)
Visionet Systems Inc.	MFD-V	9	N/A
Tectonic, LLC	MFD-V	8	N/A
Timmons Group	Non-MFD-V	1	3
OpenGov, Inc.	Non-MFD-V	4	2
KCI Technologies, Inc.	No Response	5	5
Novotx LLC	No Response	2	4
AtkinsRéalis USA Inc.	Non-MFD-V	3	1
NV5 Geospatial, Inc.	Non-MFD-V	7	N/A
MaintStar, Inc.	Non-MFD-V	6	N/A

The evaluation committee reviewed and ranked all nine written proposals based on the criteria found in Table 2. Please note, respondents were asked to include hourly rates within their written proposals. This information helped the committee members have a sense of the time commitment that is expected and whether the responding firm understands the City's requirements.

Table 2

Evaluation Criteria - Written Proposals		
Tab Assignment	Category	Maximum Points
A	Vendor's Qualifications and Experience	20
B	Statement of Work	10
C	Functional and Technical Requirements	20
D	References	10
E	Acceptance and Compliance of RFP Terms and Conditions	5
F	Functionality Matrix – Responsiveness to Specifications	15
G	Fees and Pricing	10
H	Overall response of RFP	10

Based on the ranking obtained through the first round of evaluation (written proposals), the evaluation committee decided to select the top five respondents as finalists to participate in the demonstration process. The evaluation committee scored demonstrations based on the criteria found in Table 3.

Table 3

Evaluation Criteria - Demonstrations		
Tab Assignment	Category	Maximum Points
A	Quality of presentation, ability to articulate relevant company experience, and ability to demonstrate overall understanding of the scope of work and City's needs	20
B	Present software to display general operation and function in City setting	25
C	EAM and CRM modules/functions	25
D	Integration and customizability	15
E	Technical support and training procedure	15

After the demonstrations and scoring review, staff determined that AtkinsRéalis USA Inc., will provide the overall best value to the City for EAM and CRM software services.

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

Staff reviewed all references and found all to be acceptable.

The agreement has been provided as Attachment 1.

To view RFP #03-25 Enterprise Asset Management (EAM) and Customer Relationship Management (CRM) Software and addenda, please click the link below:

<https://www.swisstransfer.com/d/f1a3eb66-4745-4c4d-ae79-9519146dd84e>

Fiscal Impact

The Core Financial, HR, & Procurement ERP (GA21) project includes funding for the Customer Relationship Management and Enterprise Asset Management system. Savings of \$98,540 from the Maintenance and Emergency Operations Facility Improvements (GD19) project were transferred to support the execution of this award. All future funding is subject to Mayor and Council appropriation.

The CIP project sheet can be seen in Attachment 2.

Next Steps

Upon Mayor and Council approval, the City Manager will execute a contract with AtkinsRealis USA, Inc. for the purchase of Enterprise Asset Management and Customer Relationship Management software, support and professional services, responsive to RFP #03-25 for an

initial one-year contract amount of \$421,370.00 with up to 4 annual renewals of \$58,500, with a total not-to-exceed amount of \$655,370.00 for 5 years.

Attachments

Attachment 1 - EAM CRM agreement, Attachment 2: Core Financial, HR, & Procurement ERP (GA21).pdf

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (“Agreement”) is entered into as of the Effective Date specified below by and between Data Transfer Solutions, LLC, a Florida limited liability company having its principal place of business at 482 South Keller Road, Suite 300, Orlando, Florida 32810 (“DTS”) and the client specified below (“Client”), whose address is specified below. For good and valuable consideration, DTS and Client agree as follows:

This Agreement consists of the following:

- This cover/signature page (the “Signature Page”);
- The Order Form(s) attached as Exhibit A hereto and signed by the parties (the “Order Form(s)”);
- The Statement(s) of Work attached as Exhibit B hereto and signed by the parties (“Statement(s) of Work”);
- The terms and conditions attached as Exhibit C hereto (the “Terms and Conditions”); and
- The support services terms attached as Exhibit D hereto (the “Support Services Terms”).

Each of the above-referenced exhibits are incorporated herein by reference. In the event of a conflict or inconsistency between or among the terms included in the attached Terms and Conditions, this Signature Page, an Order Form, a Statement of Work or the Support Services Terms, the order of precedence shall be: (i) Statement of Work; (ii) Order Form; (iii) Signature Page; (iv) the Terms and Conditions; and (v) the Support Services Terms.

Effective Date: _____	
Client: <u>Mayor and Council of Rockville, MD</u> Address: <u>111 Maryland Avenue</u> <u>Rockville, MD 20850</u>	Contact Person: <u>James Woods</u> Telephone Number: <u>240-314-8521</u> Fax Number: <u>n/a</u> E-mail: <u>jwoods@rockvillemd.gov</u>

Should Client have any questions concerning this Agreement, or if Client desires to contact DTS for any reason, please contact DTS at info@vueworks.com.

The parties, by and through their undersigned duly authorized officers, have signed below to indicate their acceptance of and agreement with the terms of this Agreement:

DTS:

Client:

DATA TRANSFER SOLUTIONS, LLC

MAYOR AND COUNCIL OF ROCKVILLE

By: _____
 Name: Donna M. Huey
 Title: President

By: _____
 Name: _____
 Title: _____

Implementation Services:*	[Fixed Fee]	<u>\$250,070.00</u>
Integration Services*	[Fixed Fee]	<u>\$ 80,520.00</u>
Training Services*	[Fixed Fee]	<u>\$ 18,480.00</u>
Go-Live and Stabilization Services*	[Fixed Fee]	<u>\$ 13,800.00</u>
	Total Fees Due :	<u>\$655,370.00</u>

*** To be furnished pursuant to the Statement of Work attached hereto, which is incorporated herein by reference.** The Software; Services; Fees in Table II. Exclude any administration or assessment fee levied by the client unless expressly stated therein. All amounts in this Agreement are stated exclusive of Value Added Taxes, Sales Taxes, and indirect or turnover taxes. Any such taxes required to be charged will be separately stated on the invoice in addition to the total fees.

Payment Terms: The Implementation Fees are due in accordance with the Statement of Work attached hereto, which is incorporated herein by reference. The first installment of the SaaS License Fees is payable upon execution and delivery of the Agreement. Subsequent annual recurring SaaS License Fees are due on or before the first day of the applicable year. DTS will invoice Client in advance of the applicable year. The annual SaaS fee shall remain unchanged for the initial Four (4) year term with a maximum annual increase of no greater than 5% thereafter.

III. AUTHORIZED USERS:

Authorized Users: Users of the following Client entities: City of Rockville staff and city authorized users

IV. ADDITIONAL TERMS:

The parties, by and through their duly authorized officers, have signed to indicate their acceptance of the terms of this Order Form on the Signature Page hereto.

EXHIBIT B
STATEMENT OF WORK

This Statement of Work (“Statement of Work”) by and between Data Transfer Solutions, LLC (“DTS”) and **Mayor and Council of Rockville, MD** (“Client”) pursuant to that certain Software License and Services Agreement entered into by and between DTS and Client (the “Agreement”) and shall have an effective date as of the Signature Page hereto of this Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

1. **Scope of Implementation, Training and Other Professional Services.** The Services to be provided under this Statement of Work consist of implementation, training and other professional services described below for implementation and use of the VUEWorks Software by Client and its authorized users as specified in the Order Form:

- A. **Implementation Services:** Implementation and configuration of the VUEWorks Software including the following: See Attachment A: Scope of Work
- B. **Training Services:** Provision of training materials and training support to Client for use of the VUEWorks Software. See Attachment A: Scope of Work
- C. **Other Professional Services:** N/A
- D. **Hosting Services:** VUEWorks® Cloud as part of the VUEWorks® SaaS License

2. **Assumptions.**

- Client will be solely responsible for the provision, accuracy and completeness of all Client Data or other Client content and shall have obtained and shall maintain all necessary rights to use same and provide same to DTS as necessary for the provision and use of the VUEWorks Software.
- Any Client-end proprietary software and hardware and any third party licenses or other authorizations required for DTS to access, communicate with, or otherwise use Client-end software or hardware as reasonably necessary for DTS to provide the VUEWorks Software and for Client to access and use the VUEWorks Software will be obtained and/or otherwise provided by Client. Client will have installed and made operational any Client-end hardware and software necessary for communication with the VUEWorks Software prior to DTS beginning implementation.
- Client is responsible to meet the technical requirements as defined for VUEWorks.
- Client will provide in a timely manner all necessary access to Client systems and facilities and such reasonable cooperation to DTS in order for DTS to perform the Services.
- DTS will perform the Implementation Services and Training Services remotely from its own offices during its regular business hours.
- Client will provide a primary contact person to assist in the creation of the implementation plan and to otherwise consult with during the course of the performance of the Statement of Work. This person will be available as needed through the kick-off and the implementation and test phases. If needed, an additional Client contact will be designated who will be authorized to sign for Client at the completion of the phases of the implementation.
- Client will provide the resources necessary to identify, evaluate and resolve Client-end system, hardware, software or communications problems, which may involve, without limitation, communications facilities, services, cabling and capacities or Client-end system software/hardware configuration. If a third party vendor of any such

Client-end hardware or software is required to perform certain test or configuration functions on such hardware or software, Client will arrange and pay for such assistance by the vendor(s). Any delays caused by Client or its other vendors will be addressed by lengthening the implementation schedule by the period of such delays and/or as otherwise agreed to by the parties.

If any of the above-described assumptions are inaccurate, or there is a delay in accomplishing the assumptions or circumstances change, the schedule, duration, scope and other terms of this Statement of Work shall be subject to change. The parties will enter into an amendment to this Statement of Work setting forth the changed terms and any additional applicable fees or other charges.

3. **Implementation Schedule.**

See Attachment A: Scope of Work

The parties, by and through their duly authorized officers, have signed to indicate their acceptance of the terms of this Statement of Work on the Signature Page hereto.

EXHIBIT C

TERMS AND CONDITIONS

1. Services. Subject to Client's payment of the applicable fees and charges and performance of its obligations under the Agreement, DTS agrees to provide the VUEWorks Software, Implementation Services, Training Services and Professional Services (each as defined below) (the VUEWorks Software, Implementation Services, Training Services and Professional Services are sometimes hereinafter collectively referred to as the "**Services**").

1.1 VUEWorks Software; Installed Software; Hosted Software. Subject to payment of the applicable fees specified in the Order Form (the "**License Fees**") and Client's compliance the terms and conditions of this Agreement, DTS shall provide to Client, for use by the Client's authorized users as specified in the applicable Order Form solely for Client's internal use, access to and use of the software and/or software services described in the applicable Order Form (the "**VUEWorks Software**") while the Agreement is in effect. Client acknowledges and agrees that Client's authorized users shall be limited to Client's active users and their use of the VUEWorks Software shall be limited to use during the period in which they are employed by Client, unless otherwise approved by DTS in writing. The applicable Order Form will indicate whether the VUEWorks Software or components thereof will be provided for installation on Client systems or devices and/or will be provided as an online software service hosted by DTS or its designated hosting service provider(s) ("**Hosted Software**"). The VUEWorks Software is licensed to Client on a limited, nonexclusive, non-transferable, non-sublicenseable and revocable basis, and no portion of the VUEWorks Software is sold to Client. All rights not expressly granted to Client hereunder are reserved by DTS. If Client will be given access to use the VUEWorks Software as Hosted Software, DTS shall undertake commercially reasonable efforts to make such Hosted Software available in accordance with the availability standards provided in Exhibit D to the Agreement.

1.2 Implementation Services. DTS shall provide the implementation services (“**Implementation Services**”) as specified in the applicable Order Form in accordance with the statement(s) of work (each a “**Statement of Work**”) accompanying the applicable Order Form. **1.3.**

Training Services. DTS shall provide the training services (“**Training Services**”) relating to access and use of the VUEWorks Software specified in the applicable Order Form and Statement of Work. Training Services shall be provided remotely via video conference or remote access to Client’s and/or its authorized users’ computers during DTS’s regular business hours unless otherwise specified in the applicable Order Form.

1.4 Support Services; Other Professional Services. DTS will provide basic support services to Client in accordance with DTS’s standard support procedures to address reported incidents of the VUEWorks Software not being accessible or not performing properly when used by Client’s authorized users in accordance with the Agreement and all applicable documentation. Support services that are made necessary due to improper use, tampering or lack of proper configurations, settings, or other issues attributable to Client-end hardware, software or connectivity or otherwise not relating to issues with the DTS systems or the VUEWorks Software shall be chargeable by DTS and shall be paid for by Client at DTS’s then current service rates unless otherwise agreed to by DTS. Unless otherwise agreed to by the parties in an Order Form or Statement of Work, DTS shall have no obligation or responsibility with respect to maintenance, repair or support of any software or hardware not supplied by DTS. Except as expressly provided otherwise in the applicable Order Form, it shall be Client’s and its authorized users’ sole responsibility to maintain their own system security and protect their data, including virus protection, data backup and reasonable security procedures. DTS will also provide to Client other professional services (“**Professional Services**”) as Client may request from time to time, subject to the parties agreeing on the terms for such Professional Services, which shall be set forth in the applicable Order Form and Statement of Work. All Professional Services will be billed on a time and materials basis unless otherwise agreed to by the parties. The Statement of Work shall describe the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services. DTS may subcontract all or a portion of the Professional Services to a qualified third party. In recognition that DTS’s personnel may perform similar services for third parties, nothing in the Agreement or a Statement of Work shall be

deemed to prevent DTS from providing services or developing materials that may be perceived as competitive with those developed or provided hereunder.

1.5 Data Maintenance. If Client is purchasing rights to access the VUEWorks Software as Hosted Software, Client shall deliver to DTS Client Data, in a format specified by DTS. The total amount of Client Data is limited to the Client Data Amount set forth in this agreement. Client may request that DTS provide services to update Client Data. DTS shall invoice Client for such requested services at its then current data maintenance rates (the “**Data Maintenance**”). “**Client Data**” means Client’s VUEWorks Software database files and all other electronic content and data stored on DTS’s computers for use by Client with the VUEWorks Software. The amount of Client Data to be stored shall be measured in bytes and be limited to the amount of disk space provided in this agreement. Procedures by which Client may store and access Client Data via DTS’s servers shall be limited to the use of the Hosted Software. Client acknowledges that DTS shall have no obligation to return to Client any Client Data if Client has not paid all amounts due hereunder or does not comply with the notice procedure with respect to the return of Client Data set forth hereunder.

1.6 Exclusions from the Service. The Services do not include, and DTS shall not be responsible for, the following in the provision of the VUEWorks Software, other than the Implementation Services described in the Order Form(s) and Statement(s) of Work to the Agreement: (a) the provision of Client or User-end hardware or non-DTS software required for access to and use of the VUEWorks Software via the Internet, or any Professional Services required to manage such hardware and non-DTS software; (b) services to modify or extend the scope of the VUEWorks Software; (c) assistance to resolve VUEWorks Software problems or errors that are not within the scope of the support services as described in DTS’s standard support terms; (d) modification to the VUEWorks Software configuration, including without limitation, the following: (i) modification to the connectivity configuration for on-premise and cloud-based applications, including without limitation, changing the IP address or application credentials; (ii) modification to Client’s existing policies and roles for who has access to each resource, password rules or approvers; (iii) account reconciliation for new groups of users who are being added to the VUEWorks Software; (iv) adding a new connected system or application to the VUEWorks Software; and (v)

modifying the configuration of the user interface, including the appearance, text, branding or other features.

1.7 Additional VUEWorks Software, Professional Services and/or Authorized Users. Client may purchase additional VUEWorks Software or Professional Services and/or add authorized users for use of the VUEWorks Software under the terms of the Agreement at then current pricing or such other pricing as may be mutually agreed to by DTS and Client by contacting DTS and completing an Order Form or amendment to Order Form and paying the applicable fees and charges.

2. Fees and Billing.

2.1 Fees. Client shall pay all fees specified in the Order Form in accordance with the payment terms set forth herein unless other payment terms are specified in the applicable Order Form. All fees are non-refundable unless expressly agreed otherwise.

2.2 Billing and Payment Terms. Unless otherwise specified in the applicable Order Form, all upfront fees are due on the Effective Date, License Fees are invoiced, payable and due in advance of the applicable month or year, as applicable, and other fees shall be invoiced in arrears at the beginning of every calendar month and shall be due within thirty (30) days after the invoice date. All payments must be made in U.S. Dollars. Late payments hereunder will accrue interest at a rate of 1½% per month, or the highest rate allowed by applicable law, whichever is lower. In the event of non-payment (subject to the cure period in section 8.2(b)), DTS may suspend or terminate access to and/or use or provision of the Services upon notice to Client. DTS reserves the right to make changes to fees, prices and other billing and payment terms upon at least sixty (60) days' written notice.

2.3 Taxes. If any federal, state, local or foreign sales, use, property, value-added, excise or gross receipts taxes or any other taxes or other governmental charges of any kind (other than DTS's income taxes) are imposed or are otherwise payable with respect to any access to or use of the VUEWorks Software or any license, software, hardware or other goods or Implementation, Training, support, or other Professional Services provided under the Agreement, then such taxes and other charges shall be billed to and paid by Client. If Client is exempt from payment of any taxes, Client is responsible for providing DTS with a valid tax exemption or direct pay certificate for

same; otherwise Client remains responsible for all such taxes and other governmental charges.

3. Client's Obligations.

3.1 Client shall: (a) be solely responsible for all of Client's users' compliance with the Agreement and shall comply and cause its users to comply with all applicable laws in their conduct of their business and their use of the VUEWorks Software; (b) be solely responsible for the accuracy, integrity, and legality of Client Data and of the means by which it acquires and enters Client Data; (c) use the VUEWorks Software only in accordance with all documentation provided with the VUEWorks Software and all applicable laws and regulations; and (d) notify DTS immediately of any unauthorized use of any password, account, copying or access to the VUEWorks Software. Any failure of Client's users to comply with the terms of the Agreement shall constitute a material breach of the Agreement by Client. Client will maintain industry standard organizational and technical security safeguards for data accessed, stored, collected, provided or processed by Client's users through the VUEWorks Software.

3.2 Prohibited Conduct. Client shall not, and shall not permit its authorized users to, directly or indirectly: (a) send or store spam, unlawful, infringing, obscene, or libelous material, or Malicious Code through the VUEWorks Software; (b) sublicense, resell, rent, lease, distribute, market, provide service bureau services or other software services to third parties using or based upon the VUEWorks Software, or commercialize or otherwise transfer or provide rights with respect to, or access to or usage of the VUEWorks Software; (c) remove or alter any copyright, trademark or proprietary notice in the VUEWorks Software; (d) reverse engineer, decompile, disassemble or modify the VUEWorks Software or any component thereof or attempt to derive or otherwise obtain the source code for the VUEWorks Software; (e) copy any ideas, features, functions or graphics of the VUEWorks Software or create a product or service using the same or similar ideas, features, functions or graphics as those in the VUEWorks Software, or otherwise use the VUEWorks Software or any DTS Confidential Information for purposes of creating a substitute or otherwise competing product or service; (f) conduct automated functionality tests or load tests on the VUEWorks Software; (g) create Internet links to the VUEWorks Software; or (h) "frame," "fork" or "mirror" any part of the VUEWorks Software on any other device. DTS may terminate this Agreement immediately if Client or its authorized users violate

this Section 3.2. “**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs. DTS may suspend Client’s access to the VUEWorks Software (in whole or in part) for any of the following reasons: (i) to prevent damages to, or degradation of, the VUEWorks Software or DTS systems; (ii) to comply with any law, court order, or other governmental request; (iii) to otherwise protect DTS from potential legal liability; (iv) if Client violates the terms of this Agreement and fails to remedy such breach within the time frame set forth herein; or (v) in the event an invoice remains unpaid for more than thirty (30) days after the date on which payment is due under such invoice. DTS shall use reasonable efforts to provide Client with notice before or promptly following any suspension of access to the VUEWorks Software. DTS shall restore access to the VUEWorks Software as soon as the event giving rise to suspension has been resolved to DTS’s satisfaction. Nothing in this Agreement shall be construed as imposing any obligation or duty on DTS to monitor Client’s use of the VUEWorks Software or the data or other content uploaded by Client or its authorized users.

4. Confidential Information.

4.1 Confidential Information. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party’s business, plans, customers, technology, products and services, and including the terms and conditions of this Agreement (collectively, “**Confidential Information**”). For avoidance of doubt, any non-public information regarding the VUEWorks Software and software services and technology, know-how, trade secrets and proprietary information used and/or embodied therein, and any analytics or work product created by DTS resulting therefrom is and shall be Confidential Information belonging to DTS. Each party shall not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose the other party’s Confidential Information to any third party (except as required by law or to that party’s employees, contractors, agents, users, attorneys, accountants and other advisors as reasonably necessary) without the prior written consent of the other party, and shall take reasonable precautions to protect the confidentiality of such Confidential Information, using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. The employees of a party that receive disclosure of the other party’s

Confidential Information shall only receive same in the normal course of the applicable party’s business and only on a need-to-know basis; provided; each such employee must either have agreed in writing to comply with confidentiality obligations no less restrictive than those set forth herein or must be bound by a recognized professional ethical duty of confidentiality that would prohibit disclosure of such Confidential Information. If disclosure is required by law, statute, rule, regulation, or regulatory or administrative body (including any subpoena or other similar form of process), the party to which the request for disclosure is made shall (to the extent permissible by law) provide the other party with prior prompt written notice thereof and, if practicable under the circumstances, allow the other party to seek a restraining order or other appropriate relief. The party required to make such disclosure will cooperate with the efforts of the other party in obtaining such relief. If such relief cannot be obtained, the party required to disclose the Confidential Information shall cooperate with the other party’s efforts to obtain reasonable assurances that confidential treatment will be accorded to the information so disclosed.

4.2 Exceptions. Information will not be deemed Confidential Information if such information: (a) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (b) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (d) is independently developed by the receiving party without use of the disclosing party’s Confidential Information.

5. Proprietary Rights

5.1 DTS Intellectual Property. DTS and/or its licensors own the “DTS Intellectual Property” (as defined below) in and to the VUEWorks Software and the Services and the software and technology used and/or embodied therein, and, in each case, any modifications, enhancements or improvements thereto created by or for DTS. This Agreement does not convey or transfer any ownership rights in any DTS Intellectual Property or any software or technology used and/or embodied in the Services. The DTS name, logo, and trade names are trademarks of DTS and no right is granted to use them except as

expressly granted herein. DTS reserves all rights, title, and interest in and to the Services, including, without limitation, all software (including object code and source code), algorithms, databases, inventions, works of authorship, trade secrets and other DTS Intellectual Property. **“DTS Intellectual Property”** means any patents and patent applications, copyrights, trademarks, service marks and any applications or registrations for same, trade names, domain name rights, trade secret rights, and all other intellectual property rights with respect to DTS products, Services, software or other works of authorship and/or other DTS assets. Client acknowledges and agrees that, except for the access and usage authorization provided by DTS to Client with respect to the VUEWorks Software specified in the Order Form, it shall not acquire or otherwise have any right, title or interest in and to any of the VUEWorks Software or any other software or other work of authorship, invention, concept, process, trade secret, proprietary information, trademark, service mark or other intellectual property or work product developed by DTS independently or by DTS with Client’s input (**“DTS Work Product”**). Under no circumstances shall the disclosure of any such DTS Work Product or delivery of any copy of any DTS Work Product by DTS to Client be construed as a transfer of title to that copy or a transfer of any right, title or interest in such DTS Work Product, except for the usage authorization granted to Client as set forth in the Agreement. Client is not authorized to, and shall not undertake, to create any system, service, product, software or other work of authorship, invention, concept, process, trade secret, proprietary information or other intellectual property based upon, copying or otherwise including or using functions, features, style, form or other elements of the VUEWorks Software or other DTS Intellectual Property. To the extent that, notwithstanding the foregoing, Client employees or contractors conceive of, develop or otherwise create, whether separately or jointly with DTS, any such software or other work of authorship, invention, concept, process, trade secret, proprietary information, data, or other intellectual property, or work product based upon, copying or otherwise including or using functions, features, style, form or other elements of the VUEWorks Software or other DTS Intellectual Property (**“Client Work Product”**) then Client shall assign and hereby does assign, and shall cause its employees and contractors to assign, to DTS all rights, title and interests with respect to such Client Work Product, and, to the extent necessary for Client to use the VUEWorks Software as contemplated hereunder, such Client Work Product shall be deemed to form part of the VUEWorks Software or other DTS software provided for use as a service to Client subject to the terms and conditions of

the Agreement. It is recognized and understood that DTS may develop new software or modify its existing software based upon the suggestions and recommendations provided by Client, and that except as otherwise expressly agreed to by DTS in writing signed by a duly authorized officer of DTS, Client shall have no right, claim or interest in such new or modified software developed by DTS.

5.2 Client Data; License of Client Data for Analytical Purposes; Ownership of Analytics Data. Client shall own the intellectual property rights, if any, in and to Client Data, which includes Client employee personal data (as defined below). Client hereby grants to DTS a non-exclusive, worldwide, royalty-free right and license to receive, retrieve, process, administer, transmit and otherwise use any Client Data or content as necessary to provide the VUEWorks Software in accordance with the Agreement or as required by court order, applicable law or other legal requirement. Additionally, Client hereby grants to DTS an irrevocable, perpetual, worldwide, royalty-free, fully paid transferable and sublicensable license and right to use Client Data for analytical purposes. DTS may also use Client employee personal data in accordance with the DTS Privacy Policy which is posted online at [Privacy Policy](#), as may be amended or modified from time to time, and Client’s employees are required to agree to and consent to said Privacy Policy as a condition to their use of the VUEWorks Software. DTS shall own and have the right to gather, retrieve, compile, store, retain, use, sell, license, transfer or otherwise exploit all information that is not personal data for research, quality control, product development and refinement, commercial and other purposes as determined by DTS without a duty to account to or obtain consent from Client or Client’s authorized users or any third party. As used herein, **“personal data”** is any data element or collection of data elements that can be associated with a specific individual, whether by itself or in combination with other information. DTS may use such information as may be reasonably necessary in connection with performing, providing, developing, enhancing, supporting, and maintaining the Services; and (ii) in connection with the creation of any information or data derived from use of the VUEWorks Software (including, without limitation, metrics and analytics related to such use), which does not identify a specific person, including as may be required to develop, deliver and provide ongoing innovation to the VUEWorks Software. DTS shall own all intellectual property rights with respect to any analytics and analytical data, work of authorship or other work product created or otherwise acquired

based on analysis of Client Data by DTS or its contractors.

5.3 Suggestions. Client hereby grants and shall cause its users to grant to DTS an irrevocable, perpetual, worldwide, royalty-free, fully paid transferable and sublicensable license and right to use, copy, modify, make derivative works based upon, distribute or otherwise exploit, including by incorporating into the VUEWorks Software any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Client's authorized users, relating to the VUEWorks Software, and shall exclusively own all intellectual property rights in and to all software, technology, inventions, works of authorship and other developments created by DTS based on same.

6. Representations and Warranties.

6.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that it has all necessary power, right and authority to enter into this Agreement and perform its obligations hereunder, and that its entering into this Agreement does not violate the terms of any agreement between it and any third party.

6.2 Client Representations and Warranties. Client represents, warrants and covenants to DTS that: (a) Client owns all right, title and interest in and to, and/or has full and sufficient authority to use and provide access to DTS to all Client systems, software, materials or data furnished by Client or its authorized users as contemplated for the provision of the Services; (b) Client will procure, and comply with the terms and conditions of, any licensing or other agreements which govern the use of any third party software, data or other materials or intellectual property used in or forming part of the Client systems, software, materials or data; (c) the Client's systems, software, materials and/or data do not and will not infringe the patent, copyright, trademark or other intellectual property rights of any party, or constitute libel, slander, defamation, invasion of privacy, or violation of any right of publicity or any other third party rights; (d) Client has or will obtain all necessary consents, permissions, clearances, authorizations and waivers (including any of the foregoing required from its employees and other authorized users) for the access to and use of the Client's systems, software, materials and data as contemplated hereunder, including all of the foregoing required to transfer and use data from Client and/or its authorized users' or other systems to and from DTS systems in connection with providing the VUEWorks Software and all

consents, permissions and authorizations; and (e) Client is presently in compliance with, has complied and will comply with all laws, rules, regulations and other legal requirements in the conduct of its business and with respect to Client's use of the VUEWorks Software and Client's systems, software, materials or data. Specifically, but without limitation, Client further represents and warrants with respect to all Client Data that (i) it has obtained all rights, consents, and permissions necessary to input the Client Data into the VUEWorks Software and to grant the foregoing rights to DTS, (ii) Client's use, copying, displaying, and distribution of the Client Data complies with all federal, state, and/or local laws, rules, regulations and/or ordinances and the terms and policies (including terms of use and privacy and security policies) of all websites from which the Client Data originated and all websites to which the Client Data is copied, distributed, displayed, or published using the VUEWorks Software, and (iii) the Client Data shall not include any personally identifiable healthcare data or financial data of any individual and/or any other data violative of third party rights and/or any applicable law, and/or any data relating to any person under the age of thirteen (13) years.

6.3 DTS Representations and Warranties. DTS represents and warrants that the VUEWorks Software shall substantially conform to the applicable descriptions and specifications for same set forth in the documentation for same and that Implementation Services and other Professional Services that it provides shall be performed in a professional and workmanlike manner. Client acknowledges and agrees that its sole remedy for breach of the foregoing representations and warranties shall be support services provided by DTS in accordance with DTS's standard support services terms.

6.4 Indemnification; Breach of Warranties. Client shall indemnify and defend DTS, its affiliates and their respective employees, officers, managers, directors, shareholders, agents, contractors and representatives (collectively, the "DTS Indemnitees") and hold the DTS Indemnitees harmless from and against any and judgments, losses, costs (including court costs and reasonable attorneys' fees), damages, settlements, suits, actions, expenses, liabilities, taxes, fines and claims asserted against, sustained, or suffered by or involving the DTS Indemnitees arising out of or resulting from (i) any breach by Client of its representations, warranties or obligations hereunder; and/or (ii) any claims made by Client's employees, any other authorized users or other third parties arising out of Client's or its

employees' or other authorized users' use of or access to the VUEWorks Software or related to any other Services provided by DTS. In the event of any breach (subject to the cure period in section 8.2(b)), or reasonably anticipated breach, of any of Client's warranties herein, in addition to any other remedies available at law or in equity, DTS will have the right to immediately, in DTS's sole discretion, suspend access to, use or provision of the VUEWorks Software and/or any other Services if deemed reasonably necessary by DTS to prevent any liability for DTS. Client shall be solely responsible for the accuracy and completeness of all Client Data provided by Client or its authorized users in connection with the VUEWorks Software or the Services. DTS does not warrant the correctness, completeness, merchantability or fitness for a particular purpose of any such Client Data and Client shall indemnify, defend and hold the DTS Indemnitees harmless from any and all claims arising out of Client Data or its use.

6.5 Warranties and Disclaimers by DTS. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN, THE VUEWORKS SOFTWARE, INCLUDING, WITHOUT LIMITATION, THE HOSTED SOFTWARE, TECHNICAL SUPPORT, MAINTENANCE, DATA MAINTENANCE AND ANY OTHER SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. DTS AND ITS VENDORS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT. CLIENT EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF VUEWORKS SOFTWARE IS AT CLIENT'S SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DTS OR ITS AUTHORIZED REPRESENTATIVES CREATES ANY OTHER WARRANTIES OR IN ANY WAY INCREASES THE SCOPE OF DTS'S OBLIGATIONS UNDER THIS AGREEMENT. THE VUEWORKS SOFTWARE MAY BE USED TO ACCESS AND TRANSFER INFORMATION, INCLUDING CONFIDENTIAL INFORMATION, OVER THE INTERNET. CLIENT ACKNOWLEDGES AND AGREES THAT DTS AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT (A) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR

SOFTWARE; OR (B) UNAUTHORIZED THIRD PARTIES (e.g., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CLIENT'S DATA, WEBSITES, COMPUTERS, OR NETWORKS. DTS WILL NOT BE LIABLE FOR ANY SUCH ACTIVITIES NOR WILL SUCH ACTIVITIES CONSTITUTE A BREACH BY DTS OF ITS OBLIGATIONS UNDER THIS AGREEMENT. The VUEWorks Software (including, without limitation, the Hosted Software) may include gateways, links, or other functionality that allows Client to access third party services ("**Third Party Services**") and third party content and materials ("**Third Party Materials**"). DTS does not supply and is not responsible for any Third Party Services or Third Party Materials, which may be subject to their own licenses, end-user agreements, privacy and security policies, and terms of use. ALL THIRD PARTY MATERIALS ARE PROVIDED AS-IS, WITHOUT WARRANTIES OF ANY KIND. DTS MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY PRESENT OR FUTURE METHODOLOGY EMPLOYED IN ITS GATHERING OR REPRODUCING OF ANY THIRD PARTY MATERIAL, OR AS TO THE ACCURACY, CURRENCY, OR COMPREHENSIVENESS OF THE SAME. ALL OF THE FOREGOING EXCLUSIONS AND DISCLAIMERS IN THIS SECTION ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICES CHARGED FOR THE VUEWORKS SOFTWARE, INCLUDING, WITHOUT LIMITATION, THE HOSTED SOFTWARE, TECHNICAL SUPPORT, MAINTENANCE, DATA MAINTENANCE AND ANY OTHER SERVICE PROVIDED IN CONNECTION WITH THIS AGREEMENT. The VUEWorks Software may not be compatible with all devices, connection services, or service plans. Not all VUEWorks Software features are available to all clients or users. Availability may depend on a client's or user's location, device type, service plan, and other factors or restrictions.

6.6 Infringement. Should the VUEWorks Software and/or any other DTS software and/or service or use thereof become, or be likely to become in DTS's reasonable opinion, the subject of any claim that the same infringes, violates or constitutes a wrongful use of any intellectual property right, DTS may, at its option: (i) procure for Client the right to continue using the potentially infringing materials; (ii) replace or modify the potentially infringing materials to make them non-infringing, but substantially functionally equivalent; or (iii) terminate this Agreement. THE FOREGOING PROVISIONS OF

THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF DTS, AND THE EXCLUSIVE REMEDY OF CLIENT, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE VUEWORKS SOFTWARE AND ANY OTHER DTS SOFTWARE AND/OR SERVICE.

7. Limitations of Liability.

7.1 Exclusions. DTS WILL NOT BE LIABLE TO THE CLIENT, ITS EMPLOYEES OR ANY OTHER AUTHORIZED USERS OR ANY THIRD PARTY FOR ANY LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, OR INTERRUPTION OF BUSINESS, EVEN IF DTS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

7.2 Maximum Liability. DTS'S MAXIMUM AGGREGATE LIABILITY RELATED TO OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE SERVICES WILL BE LIMITED TO THE TOTAL AMOUNT PAID BY CLIENT TO DTS HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE FIRST EVENT GIVING RISE TO THE APPLICABLE LIABILITY.

7.3 Basis of the Bargain; Failure of Essential Purpose. Client acknowledges that DTS has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

8. Term and Termination.

8.1 Term. This Agreement will be effective commencing on the Effective Date, and continue until the expiration of the last terminated or expiring Order Form unless terminated sooner.

8.2 Termination.

(a) **For Convenience.** DTS may terminate this Agreement upon no less than two month's written notice for any reason or no reason. DTS shall have the right to terminate this Agreement upon providing written notice to Client if Client and/or any of its affiliates is or becomes a competitor of DTS.

(b) **For Cause.** Either party will have the right to terminate this Agreement, or the applicable Order Form, if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of Client's failure to pay fees, which must be cured within fifteen (15) days after receipt of written notice from DTS. Either party may also terminate this Agreement upon providing written notice thereof to the other party if: (i) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (ii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

8.3 Effect of Termination. Upon the effective date of expiration or termination of this Agreement: (a) DTS may immediately cease providing access to and use of the Hosted Software and any other Services; however, upon Client's written request provided to DTS within thirty (30) days after the effective date of termination, DTS shall use reasonable efforts to assist Client in transferring Client Data to Client or another service provider (such services to be subject to DTS's customary fees on a time and materials basis unless otherwise agreed to by the parties); (b) any and all payment obligations of Client under this Agreement will become due immediately; (c) within thirty (30) days after such expiration or termination, each party shall return all Confidential Information and other property of the other party in its possession at the time of expiration or termination and shall not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement. Client shall be required to pay the License Fees any other fees that are payable for the period that would remain had the Agreement not been terminated, unless the Agreement is terminated by Client based on an uncured material breach by DTS.

8.4 Survival. The following provisions will survive any expiration or termination of the Agreement: Sections 2, 3.2, 4-7, 8.3, 8.4 and 9.

9. Miscellaneous provisions.

9.1 Force Majeure. Except for the obligation to pay subscription fees and other amounts payable by Client to DTS hereunder, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, epidemics, pandemics or government ordered shutdowns, earthquakes, hurricanes, tornadoes or other windstorms, other storms or other elements of nature, embargo, riot, protests, civil disturbances, looting, sabotage, labor shortage or dispute or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

9.2 Government Regulations. DTS provides software and uses software and technology that may be subject to U.S. export controls administered by the U.S. Department of Commerce, the U.S. Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. Client shall not access or use the VUEWorks Software or otherwise transfer or export or re-export to countries that the United States maintains an embargo (collectively, “**Embargoed Countries**”), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders (collectively, “**Designated Nationals**”), each of which may change from time to time. By using the VUEWorks, Client represents and warrants that Client is not located in, under the control of, or a national or resident of, an Embargoed Country or Designated National. The VUEWorks Software may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774. Client shall not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Client operates or does business.

9.3 Governing Law; Legal Proceedings, Severability. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida without application of conflicts of laws rules or principles. Any legal proceedings relating to the terms, interpretation or performance of the Agreement will be brought and heard in the state or federal courts located in Orange County, Florida, and Client consents to such venue and personal jurisdiction therein for any such proceedings. EACH PARTY HEREBY IRREVOCABLY WAIVES THE RIGHT TO A JURY TRIAL. A printed version of the Agreement and of any notice given in electronic form shall be admissible in any legal proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. In the event any provision of this Agreement is held by a court or arbitrator to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect.

9.4 Amendment; Waivers; Interpretation. DTS may update this Agreement from time to time. DTS will post the current version on the website in which the Hosted Software is provided or otherwise electronically via the Hosted Software. If Client does not agree to such an update, Client must immediately stop using the VUEWorks Software. By continuing to access or use the VUEWorks Software, Client confirms and acknowledges its acceptance of the updated Agreement. Except as otherwise provided herein, no amendment, rescission, or termination of this Agreement or any of its terms is effective unless it is in writing and signed by the party against whom enforcement is sought. A party does not waive any right under this Agreement by failing to insist on compliance with any term of this Agreement or by failing to exercise any right hereunder. Any waiver granted hereunder is effective only if it is written and signed by the party granting such waiver. A waiver of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision of this Agreement. The parties agree that the terms and conditions of this Agreement are a result of mutual negotiations. Therefore, the rule of construction that any ambiguity shall apply against the drafter is not applicable and will not apply to this Agreement. Any ambiguities shall be reasonably construed as to its fair meaning and not strictly for or against one party regardless of who authored the ambiguous language.

9.5 Assignment. Client may not assign its rights or delegate its duties under this Agreement

either in whole or in part without the prior written consent of DTS. Any attempted assignment or delegation without such consent will be void. DTS may assign this Agreement in whole or part to an affiliate or in connection with a sale of all or substantially all of its assets. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns. Except for DTS's suppliers and licensors, this Agreement shall not be construed to make any person or entity a third-party beneficiary hereof.

9.6 Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, or mailed by registered or certified mail, return receipt requested; postage prepaid to the address for the applicable party indicated in the first page of the Agreement, or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of the date it is delivered, mailed or sent, whichever is earlier. Notwithstanding the above, notices may be sent by email from DTS to Client or may be posted by DTS via the VUEWorks Software online on Client's account and shall be effective upon sending or posting.

9.7 Relationship of Parties. DTS and Client are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between DTS and Client. Neither DTS nor Client will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

9.8 U.S. Government-Restricted Rights. The software and accompanying documentation are deemed to be "commercial computer Software" and "commercial computer Software documentation," respectively, pursuant to

DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction release, performance, display or disclosure of the Software and accompanying documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

9.9 Publicity. Client agrees that DTS may use Client's name and refer to Client directly or indirectly in any media release, public announcement, or public disclosure relating to this Agreement or its subject matter, including in any promotional or marketing materials and its website, lists and business presentations.

9.10 Entire Agreement; Counterparts. This Agreement, including the Order Forms and other exhibits and other documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. No provision of this Agreement may be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement. This Agreement shall prevail over any terms and conditions appearing on Client's purchase orders or other ordering documents, regardless of when such purchase orders or other ordering documents are delivered to DTS to which notice of objection is hereby given. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

EXHIBIT D

SUPPORT SERVICES TERMS

Support services provided by DTS to Client with respect to access and use of the VUEWorks Software shall consist of the following:

(i) Telephone/Email Help Desk. Telephone help desk support in English by telephone shall be available from 8:00 a.m. to 8:00 pm. eastern time Monday through Friday. The telephone number for help desk support is: (800) 252-2402. The e-mail address for email support is: support@vueworks.com

(ii) Online Support. Access to VUEWorks® help portal support shall be available 24/7. The e-mail address for email support is: support@vueworks.com

(iii) Hosted Software Client Data Back-ups. DTS's back-up responsibilities with respect to the VUEWorks Software provided as Hosted Software consist of performing daily back-ups of Client Data on the DTS servers, including databases supported by DTS after setup by Client, such that all Client files and data can be recovered by DTS to the last recovery point in the event of loss.]

(iv) Identification of an Incident or Problem. An incident or problem shall be deemed to begin at the earliest time it is observed by DTS or reported to DTS by Client.

(v) Response Procedures. In responding to incidents or problems, DTS shall notify Client in reasonable detail in writing, as soon as reasonably practicable, and shall provide telephone or e-mail contact. Client shall ensure that their telephone numbers and e-mails may be accessed by individuals capable of providing back-up if Client representatives are unavailable. If DTS is unable to reach a particular Client representative, DTS will leave a message and attempt to contact any alternative contacts such Client representative may have designated.

(vi) DTS Response Obligations. DTS's specific response obligations shall consist of the following:

(a) Notify Client of the problem and provide an estimate of the time required to resolve the problem as soon as such an estimate is determined.

(b) Undertake commercially reasonable efforts to implement a permanent solution; if a permanent solution cannot be found, DTS shall undertake commercially reasonable efforts to implement and provide a temporary solution (either by bypassing or working around the problem) and will provide a permanent solution as soon as possible.

(c) Update Client regularly on progress in resolving problems.

(vii) Client Reporting Obligations. Client agrees that it shall inform the DTS of any incidents or problems of which Client becomes aware as promptly as reasonably practicable.

(viii) Hosted Software Maintenance. DTS will use reasonable efforts to perform software updates in the production environment in coordination with the Client during off peak hours and shall perform any maintenance requiring scheduled downtime on the production environment only on weekend nights between the hours of [1:00 AM and 4:00 AM] eastern time and no more than two (2) times per calendar month unless required otherwise due to a security issue or other urgent issue. DTS shall use reasonable efforts to notify Client by email or telephone of any maintenance work which shall result in system downtime no less than [one (1) day] prior to the actual commencement of the downtime.

(ix) Hosted Software Availability. DTS shall use its commercially reasonable efforts to make the Hosted Software available to authorized users 99.9% of the time in each calendar quarter, less the periods of time during which the Hosted Software are not available due to one or more of the following events (collectively, "**Excepted Downtime**"):

- (a) Maintenance. Maintenance as described in (viii) above.
- (b) Unscheduled Maintenance. Unscheduled maintenance that is performed in response to a critical unforeseen circumstance, such as security vulnerability or performance issue.
- (c) Client Acts or Omissions. The acts or omissions of Client or Client's employees, agents, contractors, vendors, or any end user or any other party gaining access to the Hosted Software by reason, directly or indirectly, of any act or omission of Client, including without limitation, the following:
 - o Non-availability of Client's connected systems or applications;
 - o Upgrades or changes made to Client's connected systems or applications without approval by DTS and other changes made to Client's connected systems or applications without sufficient time for DTS to prepare for Client's changes;
 - o Client's failure to implement, install and/or otherwise use updates and other modifications or recommendations from DTS;
 - o Client errors in integration of the VUEWorks Software; and
 - o Time waiting for Client to provide required information or to perform required actions.
- (d) Network Failures. A failure of the Internet and/or telecommunications networks or issues attributable to DTS's hosting/web services provider; or
- (e) Force Majeure. The occurrence of any event that is beyond DTS's reasonable control.

The parties acknowledge that, although DTS will use reasonable efforts to work with third parties to avoid and remedy any impairment or disruption in Hosted Software services availability, DTS cannot guarantee that such impairment or disruption will not occur or that it can be resolved if it occurs.

VUEWORKS TECHNICAL SUPPORT POLICY

1. VUEWorks technical support is available live from 8:00am to 8:00pm, Eastern time, on all weekdays other than Federal holidays. VUEWorks' support includes answering questions from Customer over the telephone or e-mail, and the commercially reasonable effort to have the VUEWorks Software functioning properly in accordance with the documented product features and specifications. 24/7 customer support is available via the VUEWorks® online support portal.
2. VUEWorks Support must be initiated either through calling the support line (800) 252-2402, Submitting a ticket through the application or Support Email: support@vueworks.com. VUEWorks recommends the use of the application or email as it serves as a written record of the event.
3. Customer shall designate one individual to serve as the primary support contact for requests. Additionally, customer may designate as many as five (5) more secondary individuals who may contact VUEWorks directly for support issues. Other arrangements will be addressed on a case-by-case basis and must be agreed to in writing by Customer and VUEWorks.
4. The initial contact whether invoked by email or telephone for a particular issue defines the beginning of a support incident.
5. In cases where a VUEWorks staff member is unable to answer the phone, or when the Customer uses email for a support request, Customer will include in the message their name, their organization, a thorough description of the steps that preceded the problem, and a call back number. Screen shots and complete descriptions of the problem, activities leading to the problem and any related detail are most helpful. VUEWorks may not be able to respond if this information is not provided.
6. Common incidents include operational questions, improvement suggestions, problems related to changes in the customers' GIS environment, problems related to changes in the customers' VUEWorks implementation, and problems related to defects in the software.
 - a. If the incident involves a defect in the VUEWorks software, VUEWorks will provide the commercially reasonable effort to fix the defect(s) at no charge.
 - i. A defect is defined as an issue with the software during the normal course of operation where the software does not function as documented due to an error in the software code.
 - ii. A defect is often, but not always, accompanied by an error message.
 - iii. VUEWorks software has many dependencies that could generate error messages that are delivered through VUEWorks but are not VUEWorks software defects. These include but are not limited to:
 1. Esri GIS Software
 2. MS SQL Server
 3. Server operating system
 4. Permissions
 5. Hardware
 6. Network connectivity
 7. Individual client computer issues
 - a. Individual Client computer issues are identified when the issue occurs on a limited number of computers but not on all computers using the same VUEWorks user login.
 - b. VUEWorks reserves the right to determine if an issue is caused by a VUEWorks software defect or not
7. If the issue is determined to be anything other than a defect in the VUEWorks software code then VUEWorks will provide up to 30 minutes of technical support at no charge, followed by a charge of two hundred dollars (\$250) per hour per incident.

8. VUEWorks technical services do not include support for Esri Software. While VUEWorks staff may attempt, at its sole discretion, to resolve issues stemming from Esri Software, the Customer recognizes that these types of issues are best supported through Esri's many support channels.
9. VUEWorks handles incident reports in the following manner
Each incident logged will be given a priority of 0 to 4 as determined by VUEWorks technical support staff. VUEWorks will first attempt to resolve the issue with the Customer upon initial response. If the issue cannot be resolved during initial response then VUEWorks will respond to the request depending on the priority of the issue as defined in the following sections:
 - a. Priority 0. Critical Issue. VUEWorks will start working on the issue within 4 business hours of initial response and continue to work on the issue during normal business hours until the issue is resolved. Examples of Critical Issues:
 - i. No user at the Customer site can log on to VUEWorks
 - ii. The map does not display on any user computer at the Customer's site.
 - iii. No user at the Customer's site can create a Service Call or Work Order
 - b. Priority 1. Severe Issue. VUEWorks will start working on the issue within one business day of initial response and continue to work on the issue during normal business hours until the issue is resolved if any of the following occurs:
 - i. VUEWorks generates information that is obviously and substantially incorrect
 - ii. A feature produces error messages that causes an application feature to stop functioning or not produce results
 - c. Priority 2. Important Issue. If the issue cannot be resolved through the initial response process, then VUEWorks will start working on the issue within 5 business days and resolve the issue within 30 days thereafter if any of the following occurs:
 - i. An issue reported by Customer that can be resolved by providing help on using a specific feature
 - ii. Issues that cause an error message but do not cause the application to stop functioning or create results that are substantially incorrect
 - iii. Issues acknowledged by VUEWorks as a defect that can be avoided without loss of functionality through a work around process
 - d. Priority 3. Low priority issues. If the issue cannot be resolved through the initial response process, then VUEWorks will document the issue but not be obligated to respond within any specific time frame for the following types of issues:
 - i. Issues or questions that are not directly related to the functionality of the product
 - ii. Non-contractual application enhancement request (the "Wishlist"). A non-contractual request to provide features in VUEWorks that are not in the current product.
 - e. Priority 4. Issue is not directly related to VUEWorks software. If an issue is determined to be related to hardware, browser, or operating system malfunction VUEWorks will notify Customer that the issue must be resolved by the Customer. These cases are usually substantiated if the issue occurs on only one user computer and cannot be replicated on another user computer or at VUEWorks test environment.

VUEWorks will provide commercially reasonable effort based on the above guidelines. If it is determined that the effort required to resolve the issue is not included in this Annual Maintenance and Support policy, work will stop, and the Customer will be advised that the work is not covered. At VUEWorks discretion, the customer may be provided an option for VUEWorks to continue the work at an agreed to cost and scope.

10. Direct Server Access: In order for VUEWorks to provide adequate support the Customer agrees to provide VUEWorks the means to remotely control and transfer files with the Customer's VUEWorks server, the GIS server and the SQL server through the Internet.
 - a. VUEWorks recommends MS Teams software for remote access but will work with any commercially acceptable system that provides remote control and file transfer capabilities as preferred by the Customer
 - b. This requirement allows VUEWorks support staff to:
 - i. Offer the Customer software update services to install patches, updates, and upgrades that would otherwise require Customer resources
 - ii. Ability for VUEWorks staff to directly operate VUEWorks at the Customer site for the purpose of investigating issues reported by the Customer

- iii. Attempt to resolve issues remotely that would otherwise require an On-Site visit
- c. Customers understands and agrees that if remote access to Customer's servers is not provided then the all response times documented in item 10 above will not apply.
 - i. VUEWorks agrees to not access any other data or applications other than required for VUEWorks support purposes.

Notice

This document and its contents have been prepared and are intended solely for The Mayor and Council of Rockville’s information and use in relation to VUEWorks® Enterprise Asset Management (EAM) and Customer Relationship Management (CRM) Software Implementation.

AtkinsRéalis assumes no responsibility to any other party in respect of or arising out of or in connection with this document and/or its contents.

This document has 12 pages including the cover.

Document History

Revision	Description	Originated	Date
Rev 1.0	Initial Scope of Work	Signe Rinerson	8/12/25
Rev 1.1	City Response	James Woods	8/19/25
Rev 1.2	AtkinsRéalis Review of City Response	Signe Rinerson, Todd Spangler, Julie Wilson	8/26/25

Project Information

Client	The Mayor and Council of Rockville, Maryland
Project	City of Rockville VUEWorks® Enterprise Asset Management (EAM) and Customer Relationship Management (CRM) Software Implementation
Project Number	p100112286
Document Title	Scope of Work

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Background

The Mayor and Council of Rockville (the “City”) has high standards for open, participatory government that is accessible to all Rockville. The City wants to fundamentally transform the way it interacts with its residents and how staff manages the City’s many assets and is seeking a long-term partner who shares and can help deliver on that vision. Through this initiative the City wants to redefine the resident and staff experience with and within City government. This transformation includes the following components:

- A geographic location-based EAM system and CRM system;
- A high touch, personalized interaction when communicating with the City and within and across City departments;
- Continuous improvement of service delivery and responsiveness to residents and staff through monitoring and measuring performance;
- A web portal designed around staff and resident needs and perspective;

The City is looking for software and consulting services that will:

- Transform the way staff tracks assets, monitors activity, and delivers government services;
- Fully utilize the City’s ESRI ArcGIS platform;
- Increase accountability for service fulfillment;
- Enhance transparency into City operations;
- Allow user-friendly reporting with drill down capabilities;
- Provide residents, employees, and management access to real-time data;
- Foster collaboration between City departments and among residents;
- Allow residents to participate in problem-solving and improved service delivery;
- Facilitate data driven decision making both by the City and its communities;
- Identify opportunities for improvement of City services;

Scope of Services

In-Scope Items

Describe the project scope by defining what the project will accomplish.

- AtkinsRéalis shall provide Annual Software as a Service (SaaS) VUEWorks® Enterprise License for 250 concurrent users and 3 environments (Development, Training, and Production).
- AtkinsRéalis shall provide Implementation and Training Services for the City of Rockville including:
 - a. Project Management
 - b. Software Installation/Setup
 - c. Software Configuration and Workflow

- d. Data Conversion/Integration
- e. Interfaces/User Setup
- f. Testing
- g. Custom Reports
- h. Training
- i. Go-Live and Stabilization Services
- AtkinsRéalis shall configure the following VUEWorks® modules: Core, Citizen Request Portal, Service Request, Work Order, Resource Manager (Labor, Equipment, and Inventory) and Condition.
- AtkinsRéalis shall configure the following VUEWorks modules for up to 5 asset types: Risk, Valuation, Projects and Budget Forecasting. AtkinsRéalis staff will train City staff to configure additional asset types, if needed.
- AtkinsRéalis shall configure VUEWorks® WorkforceVUE and CitizenVUE mobile applications.
- AtkinsRéalis shall configure up to 6 custom reports/dashboards.
- AtkinsRéalis shall configure VUEWorks® to integrate with the City of Rockville's GIS services and the identified Interface systems.
- AtkinsRéalis shall provide a combination of virtual and onsite training to the City of Rockville's staff using standard training materials. Training will include:
 - a. Introductory Training (Virtual: 16 hours)
 - b. Administrative Training (Onsite: 6 hours)
 - c. System and Mobile Usage Training (Onsite: 24 hours)

Out of Scope Items

Describe the project scope by defining what the project will not accomplish.

- Configuration of VUEWorks®' modules not defined in the Scope of Work.
- Configuration of VUEWorks®' software for workflows not identified in the Scope of Work.
- Development of GIS spatial data required for VUEWorks® implementation.
- Data cleansing, normalization, manipulation, or editing.
- GIS data server configuration or network configuration on the City of Rockville's IT infrastructure.
- Integrations with any systems not identified in the Scope of Work.
- The development of middleware or APIs to support customized interfaces or data conversions with 3rd party software, unless agreed upon through change management process.
- Software enhancements to COTS product.

Assumptions

Describe any project assumptions related to business, technology, resources, scope, expectations, or schedules.

- The City of Rockville will provide access to their systems in a timely manner via screen sharing or video conferencing, access to requested data via an Atkins Realis-provided file repository and access to staff in order to meet the project schedule.
- AtkinsRéalís will perform the Implementation Services and Training Services both remotely and onsite during its regular business hours.
- The City of Rockville’s Project Manager will be the point of contact for all aspects of the project and will be responsible for coordination among the City of Rockville’s staff.
- Subject matter experts that participate in the project will be knowledgeable in the areas needed and will be able to provide the necessary information during the meetings scheduled. AtkinsRéalís will provide the City with an Agenda for the meeting and provide a list of information needed from the subject matter experts at least one-week prior to meetings to ensure the City is prepared to provide the necessary information.
- New requirements that are not part of the current scope will be documented and assessed as part of the change management process.
- AtkinsRéalís will perform one round of data imports in the Development environment. Two rounds of revision can be made by the City of Rockville prior to Production data load.
- The City of Rockville will provide timely responses with request for information, credentials or other needed data, processes, or workflow within two weeks from request.

If any of the above-described assumptions are inaccurate, or there is a delay in accomplishing the assumptions or circumstances change materially affecting this Scope of Work, the schedule, duration, scope, and other terms of this Scope of Work shall be subject to change. The parties will enter into an amendment to this Scope of Work setting forth the changed terms and any additional applicable fees or other charges. In the event a change in the Scope of Work may be needed, all amendments and modifications hereto must be in writing and signed by the appropriate authorities of each party.

Constraints

Describe the limiting factors or constraints that restrict the project team’s options regarding scope, staffing, scheduling, and management of the project.

- VUEWorks® is a commercial “off the shelf” software with pre-determined configuration options. Appendix B is a standard list of options that can be configured within VUEWorks® and not all configurable options are included in the scope of work. The AtkinsRéalís team will make every effort to set up the configuration and integrations to meet the desired business functions within the possible settings.

Dependencies

Describe any dependencies that will affect the implementation of and successful completion of this project. Note any dependencies of this project as an input or requirement for another business process or system integration.

- GIS data will be published out as a map service per the VUEWorks® and Esri document and will be made available as requested per project schedule to finalize the installation of the VUEWorks® software.

- The VUEWorks® system must have access to database views, APIs, staging databases, or servers in order to review, test, and finalize integrations. System level credentials should be set as non-expiring.

Project Approach

As a part of the implementation of the VUEWorks® Enterprise Asset Management (EAM) and Customer Relationship Management (CRM) Software, AtkinsRéalis will provide installation and configuration of the VUEWorks® software, training and support services designed to ensure successful deployment of the system for the City of Rockville. The following tasks have been identified and correlate to the proposed project activities and project schedule.

- Project Planning
- Configuration
- Testing and Training
- Go-Live

Tasks and Deliverables

Project Planning

Project Management

AtkinsRéalis will deliver a Project Management Plan, in consultation with the City of Rockville Project Manager, to detail the goals and objectives, scope, and schedule. In addition, this plan will define communication methodology, risk management, issue management, and change management processes. AtkinsRéalis will coordinate with the City of Rockville Project Manager to revise the project schedule to include additional detail and agreed upon timelines.

The AtkinsRéalis Project Manager will:

- Serve as the interface between the City of Rockville Project Manager and the AtkinsRéalis team participating in this project.
- Develop and maintain the Project Management Plan, in consultation with the City of Rockville Project Manager.
- Facilitate regular communication with the City of Rockville Project Manager, including providing bi-weekly status reports.
- Review the project performance against the Project Management Plan and communicate issues and risks. Update Project Management Plan, monthly.
- Serve as the interface between the City of Rockville Manager and AtkinsRéalis accounting department for all invoicing tasks and questions.

As part of this phase, the AtkinsRéalis team shall provide the following deliverables:

- Project Management Plan
- Scope of Work
- Project Schedule

- Bi-weekly project status updates and status meetings

Planning and Design

During the planning and design phase, AtkinsRéalis will provide VUEWorks® specific requirements, address questions, and support the City of Rockville.

Initial interviews will be scheduled with the City to understand their current business processes and future needs. The business requirements will be assessed and further clarified during the configuration phase.

Topics in these sessions will focus on:

- Review current processes and workflows
- Citizen Portal and CitizenVUE data review
 - Request Categories and Issues
 - Mapping of categories and issues to appropriate departments and teams
 - Identification of various workflows related to citizen requests
- Asset data review
 - Identify asset types
 - Review existing tabular and spatial data
- Work management data review
 - Service request issues
 - Work / maintenance activities
 - Preventive maintenance activities
- Resource management data review
 - Personnel lists
 - Inventory lists
 - Equipment items
- Reporting needs
- Review the types of documents that will be linked in the system such as warranties, SOPs, drawing and images.
- Review field user (mobile app) process and needs
- User roles and permissions
- Identify data requiring normalization or standardization to be completed by City of Rockville
- Historical data migration and system integration needs.

Configuration

Installation

The AtkinsRéalis team will perform the software installation and grant the City's project team access. As part of the installation process, VUEWorks® will be integrated with the City of Rockville's enterprise GIS services, Identity Provider (if applicable), and email server. The VUEWorks® SaaS license provides web and mobile app-based tools for 3 environments (Development, Training, Production) and 250 concurrent users.

As part of this phase, the AtkinsRéalis team shall provide the following deliverables:

- Software installation of DEV, TRAIN, and PROD environments
- Integration with the City of Rockville GIS map services IDP, and email server

Configuration and Interface

The AtkinsRéalis team will configure features/module in phases as identified in the schedule. The AtkinsRéalis team will meet with business users to clarify requirements and make configuration decisions.

Below are the tasks associated with the configuration of CitizenVUE and VUEWorks.

- Receive information and data from the City of Rockville per the assignments
- Review requirements with business users and request additional information as needed
- Configure assets, forms, data fields, roles, and mobile components
- Configure CitizenVUE forms, messages, categories, and issues
- Review configuration with the City of Rockville
- Make final configuration changes

As part of the configuration, AtkinsRéalis will configure up to:

- Full CitizenVUE configuration
- 6 GIS Search pages
- 6 Facility templates
- 20 Service Request forms
- 20 Work Order forms
- 10 Condition forms
- 6 Project forms
- Mobile app forms
- 10 Preventative Maintenance (recurring) work order for assets and provide training for the City of Rockville staff to complete additional recurring work orders, if needed.

AtkinsRéalis will demonstrate the capabilities for the Risk, Valuation, Projects, and Budget Forecasting modules and communicate the required data needs. AtkinsRéalis will configure up to 5 asset types for the City and provide training to City staff to configure additional asset types, if needed.

VUEWorks® includes filtering, dashboard, and reporting capabilities. Many standard reports are built-in the system as part of installation. The AtkinsRéalis team will configure up to 6 custom reports or dashboards for use by the City of Rockville

Data Conversion

The City of Rockville will provide data or database views per the data formatting requirements identified by AtkinsRéalis. AtkinsRéalis will perform two cycle of imports during this phase. If adjustments are necessary, they will be accounted for during the final data import during cut-over.

The AtkinsRéalis team will import the following data from Excel files or database views provided by the City of Rockville:

- Non-Spatial Asset Inventory
- List of personnel and labor rates
- Parts and Materials
- Equipment and rates
- Historical data

Integrations

The following list of systems have been identified as a potential integration with VUEWorks®. Each system will be evaluated with the City of Rockville system owner and business owner to define the integration need and document a proposed solution. The System Integration Plan will include the tasks, responsible party, and timeline for each integration.

System	Description
Esri ArcGIS	Native Integration in VUEWorks®
CGI-AMS Advantage	General Ledger, Escrow Accounts
Harris InHance Impresa Billing System	Utility Billing System
MyGovernmentOnline (Code Enforcement integration)	Integration would need to be scoped to understand desired functionality.

The final integration approach and requirements will be agreed upon with the City of Rockville and AtkinsRéalis will configure VUEWorks® data link and/or APIs per the plan.

As part of this phase, the AtkinsRéalis team shall provide the following deliverables:

- Configured VUEWorks® modules in DEV environment
- Data import templates for the City of Rockville to fill out
- Training to the City of Rockville staff for data entry
- Data linking, data import, or keyed in data
- System Integration Plan
- Integration development as defined in System Integration Plan for CGI-AMS Advantage, Impresa Billing System, and MyGovernmentOnline.

Testing and Training

User Acceptance Testing

The AtkinsRéalis team will perform Quality Control (QC) testing and provide standard User Acceptance Testing (UAT) test scripts for the City of Rockville testers. The City of Rockville testers will be granted access to the Training environment and provided with standard test scripts to validate the configurations. The City of Rockville will provide consolidated testing feedback for review. Each item will be reviewed and retested by the AtkinsRéalis team. Feedback will be classified as: configuration change needed, request for a design change, or training item. Requested design changes will be documented and routed through the change control process.

As part of this phase, the AtkinsRéalis team shall provide the following deliverables:

- UAT standard test scripts
- Access to TRAIN environment

Training

AtkinsRéalis will prepare a Training Plan based on the City of Rockville's needs. As go-live approaches, the AtkinsRéalis team will work with the City of Rockville to finalize the training details including specific curriculum and attendee list and update the Training Plan for each training session. Train-the-trainer training will be provided, on overall system navigation and functionality to familiarize staff with overall software environmental and daily work function. Training will include: OMS system integration, request management, work management, asset management, resource management, app functionality, and administrator roles. Introductory training will be conducted virtually and final training conducted onsite by the AtkinsRéalis team. Standard training material will be provided in electronic format to users.

As part of this phase, the AtkinsRéalis team shall provide the following deliverables:

- Training Plan
- Introductory Training (Virtual: 16 hours)
- Administrative Training (Onsite: 6 hours)

- System and Mobile Usage Training (Onsite: 24 hours)
- Standard Training Materials

Go-Live

Production Deployment

Upon completion of user acceptance testing and sign off, the final Production environment will be configured by the AtkinsRéalis team, ensuring configuration settings, data load, and interfaces are functional. Users accounts will be imported. The City of Rockville will provide formal go / no-go approval.

As part of this phase, the AtkinsRéalis team shall provide the following deliverables:

- Software deployment of PROD environment
- Final configuration of PROD environment
- Final data imports
- Import of user accounts

Go-Live Support

During the roll out or go-live phase, the AtkinsRéalis team will provide thirty days of go-live support assistance once the City of Rockville goes live in the Production environment. The AtkinsRéalis team will provide weekly check-in calls with the City of Rockville System Administrators to answer any questions that may have arisen from users during initial use. AtkinsRéalis will provide the City of Rockville with access to the VUEWorks® Customer Support Portal to access software notifications and release notes. Users will also have access to technical support and knowledge base including access to manuals, help articles, and recorded webinars. City of Rockville users are invited to participate in the following opportunities to engage and network with other VUEWorks® users: annual meetings, online forum, and online webinars.

As part of this phase, the AtkinsRéalis team shall provide the following deliverables:

- Weekly check-in calls with City Administrators
- Registration into VUEWorks® Customer Support Portal
- Access to software notifications and release notes
- Access to technical support assistance
- Access to knowledge base and networking opportunities

Project Schedule

A preliminary project schedule is shown below using an estimated start date. The project schedule start date will be updated upon contract execution in coordination with the City of Rockville’s Project Manager. The AtkinsRéalis Project Manager will maintain the schedule through the life of the project to track progress and completion. The project schedule will be shared with the City of Rockville Project Manager as part of bi-weekly status reporting.

Task Name	Duration	Start	Finish
City of Rockville VUEWorks® Enterprise Asset Management & Customer Relationship Management Software	261 days	Wed 10/15/25	Wed 10/14/26
Project Kickoff, Business Analysis, VUEWorks Setup	35 days	Wed 10/15/25	Tue 12/2/25
Project Kickoff Meeting	1 day	Wed 10/15/25	Wed 10/15/25
VUEWorks Installation and Environments Setup	25 days	Wed 10/15/25	Tue 11/18/25
Business Analysis Meetings to Review Requirements, Workflows, Data Conversion/Interfaces, Reports	34 days	Thu 10/16/25	Tue 12/2/25
Data Conversion/Integration	45 days	Wed 12/3/25	Tue 2/3/26
Complete data conversion/integrations to VUEWorks® software	45 days	Wed 12/3/25	Tue 2/3/26
Configuration	140 days	Wed 2/4/26	Tue 8/18/26
VUEWorks® Module Configuration	90 days	Wed 2/4/26	Tue 6/9/26
Complete Report Configuration	50 days	Wed 6/10/26	Tue 8/18/26
Testing	20 days	Wed 8/19/26	Tue 9/15/26
Test Cases, Access to TEST Environment	5 days	Wed 8/19/26	Tue 8/25/26
User Acceptance Testing and Feedback	10 days	Wed 8/26/26	Tue 9/8/26
Configuration Modifications and Testing Approval	5 days	Wed 9/9/26	Tue 9/15/26
Training	10 days	Wed 9/16/26	Tue 9/29/26
Training Plan	5 days	Wed 9/16/26	Tue 9/22/26
Administrator, End User, Field User Training	5 days	Wed 9/23/26	Tue 9/29/26
Go-Live, Support, Project Closeout	11 days	Wed 9/30/26	Wed 10/14/26
Deployment to PROD Environment	5 days	Wed 9/30/26	Tue 10/6/26
Go-Live	1 day	Wed 10/7/26	Wed 10/7/26
Week of Go-Live Support	5 days	Wed 10/7/26	Tue 10/13/26
Project Closeout	1 day	Wed 10/14/26	Wed 10/14/26

Figure 1: City of Rockville VUEWorks® Enterprise Asset Management (EAM) and Customer Relationship Management (CRM) Software Project Schedule

Appendix A: Configurable Items

This Appendix provides a list of configuration items within VUEWorks®. Not all items may be included within this Scope of Work.

Core System Settings

- Auto Log Out Settings
- Change Log Settings
- User Lists
- User and Role Permissions
- Layer Setup
- Asset Classes & Types
- Data Links
- Document Types
- Document Libraries
- Email Settings
- GIS Search Settings
- Time Entry Settings
- Report Manager Settings

Service Requests (SR)

- SR Bulk Operation Settings
- SR Admin Settings
- SR Email Settings
- SR Number Formatting
- SR Types
- SR Issues
- SR Forms
- SR Terms
- SR Routing Configuration
- CitizenVUE Configuration
- Citizen Request Portal Configuration

Work Orders (WO)

- WO Bulk Operation Settings
- WO Admin Settings
- WO Number Formatting
- WO Email Settings
- WO Types
- WO Activities
- WO Forms
- WO Tasks
- WO Terms
- WO Routing Configuration

- WO Statuses
- WO Priorities
- WO Funding Sources
- WorkforceVUE Configuration

Resource Manager

Personnel

- Labor Rate Types
- Labor Titles
- Crews
- Personnel Permission Groups
- Personnel Terms
- Personnel Forms

Equipment

- Category and Sub-Category
- Equipment Types
- Equipment Rate Types
- Equipment Permission Groups
- Equipment Terms
- Equipment Forms

Inventory

- Category and Sub-Category
- Inventory Types
- Inventory Permission Groups
- Inventory Rate Types
- Inventory Forms
- Warehouses
- Suppliers, Manufacturer Lists

Facilities

- Facility Templates
- Asset Types
- Attributes
- Default Values
- WorkforceVUE mobile bundles

Condition

- Condition Forms
 - Categories
 - Defects
 - Weights
 - Ratings
 - Override Ratings
 - Condition Terms

Risk

- Failure Modes
- Failure Probabilities
- Consequences
- Consequence Ratings
- Risk Terms

Projects

- Project Statuses
- Project Groups
- Inflation Rates
- Project Terms
- Project Forms
- Jobs

Valuation

- Historical Costs
- Inflation Index
- Depreciation Options

Budget Forecasting

- Life Expectancies
- Deterioration
- Baseline Settings
- Job Assignments
- Job Funding
- Work Plan Budgeting

**STANDARD ADDENDUM TO SOFTWARE LICENSE AND SERVICE AGREEMENT
BY AND BETWEEN THE MAYOR AND COUNCIL OF ROCKVILLE AND DATA
TRANSFER SOLUTIONS, LLC**

This Standard Addendum to Software License and Service Agreement (the “**Addendum**”) by and between the Mayor and Council of Rockville, a Maryland municipal corporation and body politic (the “**Mayor and Council**” or “**City**”), and Data Transfer Solutions, LLC, a Florida limited liability company, with its principal place of business located at 482 South Keller Road, Suite 300, Orlando, Florida 32810, USA, authorized to do business in Maryland (“**DTS**” or “**Contractor**”) is entered into as of the ____ day of _____, 2025 (“**Effective Date**”). The Mayor and Council and the Contractor are the “**Parties**” to this Agreement.

RECITALS

WHEREAS, the City is interested in purchasing the software developed by Contractor for use as Enterprise Asset Management (“**EAM**”) and Customer Relationship Management (“**CRM**”) software; and

WHEREAS, the Rockville City Code, Section 17-62, provides for the procurement of services for City through requests for proposals; and

WHEREAS, the City issued Request for Proposals 03-25 for EAM and CRM Software on October 2, 2024 (the “**RFP**”); and

WHEREAS, the Contractor submitted a proposal to the City in response to the RFP on November 15, 2024; and

WHEREAS, the Contractor provided its best and final offer to the City on June 20, 2025; and

WHEREAS, the Contractor requires purchasers of its software to sign its Software License and Service Agreement, attached and incorporated herein as **Attachment A** (the “**Agreement**”); and

WHEREAS, the Parties agree that the Agreement is modified as noted in this Addendum.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. RECITALS & ORDER OF PRECEDENCE

A. **Incorporation of Recitals**. The foregoing recitals above are an integral part of this Addendum and set forth the intentions of the Parties and the premises on which the

Parties have decided to enter into this Addendum. Accordingly, the recitals above are fully incorporated into this Addendum by this reference as if fully set forth herein.

B. **Order of Precedence**. This Addendum prevails in the event of any inconsistency between this Addendum, the Agreement, and any attachments. Any term or condition of the Agreement not superseded by a term or condition of this Addendum shall remain in full force and effect.

II. PAYMENT AMOUNT

A. **Amount**. The amount of to be paid the Contractor shall not exceed \$655,370.00 over the term of the Agreement and any renewal.

III. ADDITIONAL TERMS:

- A. The following terms are expressly superseded by this Addendum, to wit:
- i. Any requirement that the Mayor and Council of Rockville maintain any type of insurance either for the City’s benefit or for the contractor’s benefit.
 - ii. Any automatic renewal or extension of the Agreement beyond the term identified above.
 - iii. Any requirement that the Mayor and Council of Rockville indemnify or hold harmless the Contractor for any act or omission.
 - iv. Any imposition of interest charges contrary to Maryland’s laws relating to Prompt Payment.
 - v. Any provision requiring the law of any state other than Maryland in interpreting or enforcing the Agreement or requiring or permitting any dispute under the Agreement be resolved in the courts of any state other than Maryland and a County other than Montgomery County, Maryland.
 - vi. Any requirement of total or partial compensation or payment for lost profit or liquidated damages by the Mayor and Council of Rockville if the City terminates the Agreement.
 - vii. Any limit to the time period in which claims or actions can be brought unless set forth in Maryland law.
 - viii. Any language purporting to authorize unilateral modification of the Agreement by the Contractor.
 - ix. Any language that might be construed as overriding the Mayor and Council’s obligations to comply with the Maryland Open Records Act.
 - x. Any language binding the Mayor and Council to arbitration.
 - xi. Any obligation of the Mayor and Council to pay costs of collection or attorney’s fees.
 - xii. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undesignated City representative to bestow or incur on behalf of the Mayor and Council.
 - xiii. Any term that purports to require the City to pay costs that are beyond the funds annually appropriated by Mayor and Council.

B. To the extent authorized by law, the following terms are specifically incorporated, to wit:

- i. If services require the Contractor to access the City’s electronic information resources or the City’s electronic data assets, the Contractor shall adhere to all requirements, terms, and conditions of the City’s Contractor/Vendor On-Site and Remote Access Confidentiality Agreement which can be viewed at the following web address:

<https://www.rockvillemd.gov/DocumentCenter/View/36407/IT-ACCESS-CONFIDENTIALITY-POLICY?bidId=>

- ii. The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

C. **Insurance.** Prior to the execution of the Agreement by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the state of Maryland evidenced by a certificate of insurance. The Contractor’s insurance shall be primary. The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown on the Insurance Requirements, attached and incorporated herein as **Attachment B**.

D. **Legal Requirements.** The Contractor shall observe and comply with all Federal, State, County, and City laws, statutes, rules and regulations that affect the provision of software under this Agreement.

D. **Legal Notices. Notices, Demands, and Communications Between the Parties.** Formal notices, demands, and communications between the Contractor and the Mayor and Council shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) 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, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the Mayor and Council: City of Rockville
111 Maryland Avenue
Rockville, Maryland 20850
Attention: Sara Taylor-Ferrell, City Clerk
Email: SFerrell@rockvillemd.gov
Telephone: (240) 314-8283

With a Copy to: Robert E. Dawson, City Attorney
Email: RDawson@rockvillemd.gov
Telephone: (240) 314-8150
Jeff Mihelich, City Manager
Email: JMihelich@rockvillemd.gov
Telephone: (240) 314-8102

To the Contractor: Donna M. Huey, President
Data Transfer Solutions, LLC
Email: Donna.Huey@atkinsrealis.com
Telephone: (40) 382-5222

- E. **Choice of Law & Venue.** The provisions of the Agreement shall be governed by the laws of the State of Maryland. Any civil action or legal proceeding arising out of or relating to this Contract shall be brought only in the courts of record of the State of Maryland in Montgomery County.
- F. **Authority of the City Manager in Disputes.** Any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the Agreement shall be decided by the City Manager who shall notify the Contractor in writing of the determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the Contractor's position. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the Chapter 17 of the Rockville City Code.
- G. **Limitation of Liability.** The limit of liability of Contractor to the City for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.
- H. **Mutual Waiver of Consequential Damages.** Notwithstanding anything to the contrary, on behalf of themselves, their governing officers and employees, the parties waive all claims against each other for consequential losses or damages, and punitive damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, excess construction costs, alternative construction means or methods, or losses of funding.
- I. **Proprietary Information.** The Mayor and Council agree, to the extent permitted by law, to hold material and information belonging to Contractor, which the Contractor has clearly identified as proprietary, trade secret, or confidential, in strictest confidence. Contractor agrees to hold all material and information belonging to the Mayor and Council or the City's agents in strictest confidence and not to make use of this information other than for the performance of the contract obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data provided by one Party to the other. Information responsive to Public Information Act requests, or other lawful requests, may be required to be released.
- J. **Ethics Requirements.** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances, the Contractor represents that it is not in violation of such disclosure or ethics requirements to the extent applicable to this Agreement and the payment by the City for the software provided by Contractor.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Mayor and Council and the Contractor sign this Addendum.

CONTRACTOR

DATA TRANSFER SOLUTIONS LLC, an
Florida limited liability company

By: _____
Donna M. Huey, President

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

ATTACHMENT A

**ATTACHMENT B
Insurance Requirements**

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

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

MANDATORY REQUIREMENTS FOR INSURANCE

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

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

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

POLICY CANCELLATION

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

ADDITIONAL INSURED

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

SUBCONTRACTORS

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

CERTIFICATE HOLDER

The Mayor and Council of Rockville

(Contract #, title)

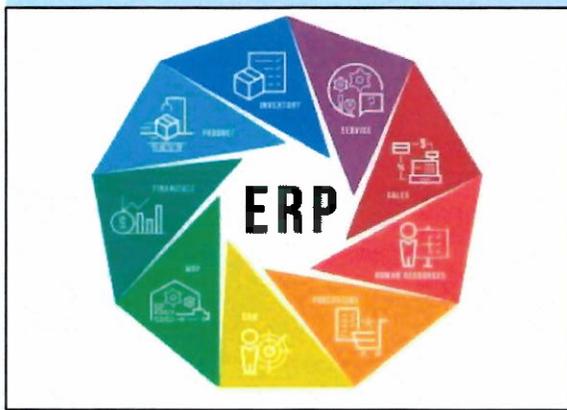
City Hall

111 Maryland Avenue

Rockville, MD 20850



Core Financial, HR, & Procurement ERP (GA21)



Description: This project includes the upgrade, subscription, implementation, and transition of the city's core Financial, HR, and Procurement Enterprise Resource Planning (ERP) system to CGI 4.0, and from on-premise hosting to managed cloud hosting and services. Funding for a Customer Relations Management and Asset Management solution is also included in this project.

Changes from Previous Year: None

Current Project Appropriations

Prior Appropriations:	1,773,295
Less Expended as of 1/23/24:	486,297
Total Carryover:	1,286,998
New Funding:	-
Total FY 2025 Appropriations:	1,286,998

Critical Success Factor: Stewardship of Infrastructure/Env.

Mandate/Plan: IT Strategic Plan

Anticipated Project Outcome: Increase in productivity and efficiency.

Project Timeline and Total Cost by Type: Unobligated funding from the closed projects Financial System Upgrade (GC21) and Enterprise Resource Planning System (2B01) was consolidated into this project during FY 2022. The timeline was accelerated from an estimated start and completion of FY 2026 and FY 2028 to FY 2024 and FY 2025.

Type	Estimated Start		Estimated Completion		Estimated Cost			
	Original	Current	Original	Current	Original	Current	\$ Change	% Change
Planning / Design	-	-	-	-	-	-	-	-
Construction	-	-	-	-	-	-	-	-
Other	FY 2026	FY 2024	FY 2028	FY 2025	4,400,000	1,773,295	(2,626,705)	-60%
Project Total (\$):					4,400,000	1,773,295	(2,626,705)	-60%

Project Funding: This project is fully funded.

Source	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Future	Total
Paygo (Cap)	1,773,295	-	-	-	-	-	-	1,773,295
Total Funded (\$)	1,773,295	-	-	-	-	-	-	1,773,295
Unfunded (Cap)	-	-	-	-	-	-	-	-
Total w/Unfunded (\$)	1,773,295	-	-	-	-	-	-	1,773,295

Operating Cost Impact: OCI includes license and maintenance agreements, which are partially offset by the funding currently budgeted for the existing finance and HR systems.

Fund	Prior	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Future	Total
General	100,000	310,160	59,790	-	-	-	-	469,950

Project Manager: Nicholas Obodo, Chief Information Officer, 240-314-8162.

Notes: This project first appeared in the FY 2021 CIP. FY 2025 work includes upgrade to CGI Advantage 4.0 as well as award of contract for and implementation of Customer Relations Management and Asset Management solutions. A Request for Proposals (RFP) for Customer Relations Management and Asset Management is currently being prepared.



MAYOR AND COUNCIL Meeting Date: September 29, 2025

Agenda Item Type: CONSENT

Department: RECREATION & PARKS

Responsible Staff: BETTY WISDA

Subject

Ratify and Authorize the City Manager to Execute a Maryland State Arts Council Grant Agreement for Grants for Organizations for City-Managed Arts Programs.

Department

Recreation & Parks

Recommendation

Staff recommends that the Mayor and Council ratify and authorize the City Manager to execute the attached Maryland State Arts Council Grant Agreement between the Mayor and Council of Rockville and the State of Maryland for grants for organizations.

Discussion

On July 29, 2025, the Maryland State Arts Council (MSAC) awarded Rockville \$26,813 in grants for organizations. The funding is conditional upon the signed and executed agreement between MSAC and the City of Rockville (Attachment A). Rockville has successfully executed 30 similar MSAC grant agreements.

The City Manager executed the grant agreement and is seeking ratification of that execution because MSAC takes approximately six weeks to complete the process for the City to receive the funds, and the City Manager did not want to delay the funding while the Mayor and Council were on summer recess. Therefore, staff requests that the Mayor and Council ratify and authorize the City Manager to execute this MSAC Grant for City-Managed Arts Programs to provide funding for organizations such as the Rockville Civic Ballet, Rockville Concert Band, Rockville Chorus, and Glenview Mansion Art Gallery. The City Manager must document the Mayor and Council approval to sign the attached grant agreement with the State of Maryland for Rockville to receive the funding.

Mayor and Council History

This is the first time the FY2026 MSAC Grants for Organization has been brought before the Mayor and Council.

Fiscal Impact

The MSAC grant agreement provides outside funds for City-managed Arts programs. The Fiscal Year 2026 adopted budget includes grant revenue and associated appropriations for the MSAC grant, which has traditionally been received annually by the City.

Next Steps

If authorized by the Mayor and Council, the City Manager will provide the MSAC with documentation of the ratification and approval.

Attachments

2025 MD State Arts Council Grant Agreement Final



July 29, 2025
Grants for Organizations - Off-Year
2026-35447

MARYLAND STATE ARTS COUNCIL GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement") is made by and between the Maryland State Arts Council ("MSAC"), a unit of the Department of Commerce (the "Department"), a principal department of the State of Maryland ("State") (the "Grantor") and [The Mayor and Council of Rockville] ("Grantee") whose Federal Identification Number (FID) or Social Security Number (SSN) is 52-6001573.

RECITALS

Grantee has requested grant assistance from MSAC in order to undertake activities consistent with Title 4, Subtitle 5 of the Economic Development Article of the Annotated Code of Maryland, which authorizes MSAC to make grants to organizations and individual artists in order to create a nurturing climate for the arts in the State and to ensure that the role of the arts in the lives of citizens of the State shall continue to grow and play a significant part in their welfare and educational experience.

The General Assembly of Maryland has authorized the grant assistance through an appropriation in the annual state budget.

MSAC is also authorized to use certain funds received by various federal entities to help fund its grant assistance programs. All, some, or none of the funds disbursed through this Agreement may be from such federal funding. In the event that some of the funds disbursed through this Agreement contain federal funding, MSAC will make the Grantee aware and Grantee acknowledges and agrees that it may be required to adhere to certain rules, regulations, and/or guidelines imposed by the federal entity providing the federal funding.

MSAC has approved the award of grant funds to the Grantee, to be expended by Grantee in accordance with the terms and conditions of this Agreement.

IN CONSIDERATION of the foregoing and the mutual promises and covenants contained in this Agreement, MSAC and the Grantee agree as follows:

1. **Grant.** Subject to the continuing availability of funds, as determined by MSAC in its sole discretion, MSAC agrees to provide Grantee with funds in an amount not to exceed [\$26,813.00] (the "Grant Funds").

2. Application. Grantee's application for grant assistance (the "Application") is available to grantee in Smart Simple where Grantee submitted the application. Grantee can view the application by logging into Smart Simple (marylandarts.smartsimple.com) with their login and password. Grantee warrants and certifies that all of the information and representations contained in the Application are and remain true and complete in all material respects. **The Application is incorporated herein as Exhibit A.**

3. Grant Guidelines. Grantee acknowledges receipt of the FY 2026 Grant Guidelines and Information available on the MSAC website <http://www.msac.org> under the appropriate grant type, incorporated herein by reference, and agrees to abide by its terms and conditions.

4. Use of Grant Funds: Grantee will use Grant Funds in accordance with the activities described in Exhibit A (Grantee's Application) and in accordance with all applicable guidelines set forth in Provision 3 above. Grantee agrees that if activities described in Exhibit A need to be modified, Grantee will receive prior approval and written notification as set forth in Provision 22.

5. Grantee shall not use any Grant Funds to make contributions:

- (a) to any persons who hold, or are candidates for, elected office;
- (b) to any political party, organization, or action committee;
- (c) in connection with any political campaign or referendum; or
- (d) for lobbying activities.

6. Term of Agreement.

(a) This Agreement is effective upon execution by MSAC. Unless sooner terminated pursuant to Section 18 or 19 of this Agreement or by the mutual consent of Grantee and MSAC, this Agreement shall remain in effect until the final amounts of the Grant have been disbursed, all reports and records due by the Grantee have been received by MSAC, and there has been a final settlement and conclusion between MSAC and Grantee of all issues arising out of the Grant.

(b) Grantee agrees to deliver all reports and records to MSAC no later than the final report due date as communicated to the grantee in grant guidelines, if not sooner as provided otherwise herein or in any exhibit attached and incorporated herein, and that the final settlement and conclusion between MSAC and Grantee shall be no later than the final report due date. Failure by the Grantee to deliver all reports and records by the final report due date and failure by Grantee to provide MSAC with all necessary documents and information to reach final settlement and conclusion by the final report due date shall constitute a material breach by the Grantee of this Agreement.

(c) Grantee agrees that performance of activities under the grant will take place within the time period specified in the Grant Guidelines.

7. Disbursement.

(a) Except for Grantees notified pursuant to paragraph (b) below, up to 100% of the Grant shall be disbursed to Grantee in one payment upon full execution of the Agreement, provided that Grantee has submitted all applicable reports and documentation for prior years' grant(s) awarded as required by MSAC.

(b) MSAC reserves the right, at its sole and absolute discretion, to require additional reporting from Grantees experiencing significant organizational change and/or transition. For Grantees notified of additional reporting requirements, the Grant shall be disbursed in two payments. Up to seventy five

percent (75%) of the Grant shall be disbursed to Grantee upon full execution of the Agreement and submission and approval of all applicable report(s) and documentation from prior grants awarded as required by MSAC. The remaining Grant funds shall be disbursed to Grantee after submission and approval of satisfactory interim report(s), as specified and communicated to Grantee by MSAC.

(c) MSAC reserves the right, at its sole and absolute discretion, to withhold any disbursement of Grant Funds if MSAC reasonably believes that the Grantee is incapable of using the Grant Funds as provided for under this Agreement or that the Grantee is reasonably likely to become incapable of using the Grant Funds as provided for under this Agreement. In the event MSAC elects to withhold Grant Funds, Grantee shall not be entitled to receive the withheld Grant Funds until Grantee provides MSAC, at MSAC's sole and absolute discretion, all necessary and required assurances and affirmations, including any documentation required by MSAC, that Grantee will be able to use the Grant Funds in accordance with the terms and conditions of this Agreement. If Grantee does not provide or is otherwise incapable of providing the necessary and required assurances and affirmations, MSAC may elect to terminate this Agreement as provided for under Provision 19 below. Nothing in this provision shall act in any way to relieve the Grantee from any damages or losses caused by Grantee's incapability to use the Grant Funds as provided for under this Agreement, and Grantee shall remain fully liable for any such damages and losses caused by its incapability to use the Grant Funds as provided for in this Agreement.

(d) Grantee agrees to establish adequate financial management and reporting systems, and internal controls.

(e) Grantee agrees to maintain backup documentation to support actual costs incurred during the term of this Agreement. Backup documentation consists of photocopies of payroll ledgers, travel vouchers, expense accounts, purchase orders, receipts, cancelled checks, and other like business paper and records.

8. Indirect Costs.

(a) If Grantee is a nonprofit entity under Section 501(c)(3), (4) or (6) of the Internal Revenue Code, Grant Funds may be applied to indirect costs in accordance with § 2-208 of the State Finance and Procurement Article, Annotated Code of Maryland.

(b) If Grantee opts to apply Grant Funds to indirect costs:

(i) the total amount of Grant Funds provided under this Grant Agreement will not be increased;

(ii) the costs to be paid with Grant Funds under this Agreement as described in Exhibit A of this Agreement will be reduced on a pro rata basis to reflect that certain indirect costs have been paid with Grant Funds; and

(iii) Grantee shall report any Grant Funds applied to indirect costs in funding requests and financial reports submitted to Commerce and shall provide the basis and documentation for the calculation of indirect costs in compliance with subsection (a) of this section.

9. Retention and Inspection of Records.

(a) Grantee agrees to retain records for a period of at least three (3) years which records shall be retained by Grantee for at least three (3) years after the termination of this Agreement. Grantee agrees that recipients of federal funds are subject to additional requirements.

(b) Grantee shall allow any duly authorized representative of MSAC, the Department, or the State to inspect and audit, at reasonable times, all records and documents of Grantee relating to this Grant.

10. Acknowledgement. Grantee shall acknowledge MSAC funding in all programs and promotional materials relating to the funded activities in the manner set forth in the Grant Recognition Guidelines, which can be viewed on the MSAC website, <https://msac.org/resources/recognizing-msac-grants>, incorporated herein by reference.

11. Reports. Grantee shall provide MSAC with reports or information in a form acceptable to the MSAC, as MSAC may from time to time require.

12. Unused Funds. Grantee shall repay to MSAC any disbursed Grant Funds not spent or obligated by Grantee on or before the date indicated in the appropriate grant program Guidelines set forth in Provision 3 above.

13. Fair Practices Certification. Grantee certifies that it prohibits, and covenants that it will continue to prohibit, discrimination on the basis of: (a) political or religious opinion or affiliation, marital status, race, color, creed, ancestry genetic information, or national origin; or (b) age, sex, sexual orientation, gender identification, or any otherwise unlawful use of characteristics, except when such characteristic constitutes a bona fide occupational qualification; or (c) the physical or mental handicap of a qualified handicapped individual. Upon the request of MSAC, Grantee will submit to MSAC information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental handicap, race, color, creed, sex, age, gender identification, sexual orientation, genetic information, or national origin. Grantee agrees that if receiving federal funds, Grantee may be subject to additional certification requirements as mentioned in the grant guidelines.

14. Anti-Discrimination.

(a) Grantee shall operate under this Agreement so that no person, otherwise qualified, is denied employment, subcontract, or other benefits on the basis of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment or contract, or the individual's refusal to submit to a genetic test or make available the results of a genetic test. Except in subcontracts for standard commercial supplies or raw materials, Grantee shall include a clause similar to this clause in all subcontracts. Grantee and each subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Grantee shall not retaliate against any person for reporting instances of such discrimination.

(b) Grantee further covenants that it shall prohibit its contractors from engaging in such discrimination in the hiring of subcontractors to carry out any portion of the project funded by proceeds of the Grant.

15. Legal Compliance.

(a) Grantee covenants that it shall comply with all applicable federal, State, and local laws and regulations. Grantee acknowledges and agrees that it is responsible for knowing and understanding all applicable federal, State, and local laws and regulations.

(b) When applicable, Grantee will have written conflict of interest policies and procedures, and policies and procedures related to disclosure of fraud or bribery violations and other compliance policies required

by applicable federal, State, and local laws and regulations.

16. Grantee's Warranties & Certifications. Grantee certifies to MSAC that:

- (a) Grantee, if a corporation or other form of limited liability entity, is duly organized and validly existing under Maryland law, and has all requisite power and authority to enter into this Agreement. The person whose signature is affixed to this Agreement has been duly granted authority to sign this Agreement.
- (b) 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.
- (c) Grantee represents that Grantee is not in arrears with response to the payment of any funds due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so arrears during the term of this Agreement.
- (d) Grantee, if a corporation or other form of limited liability entity, is in Good Standing as a business with the Maryland State Department of Assessment and Taxation and that Grantee shall remain in Good Standing with the Maryland State Department of Assessment and Taxation throughout the term of this Agreement.

If any of the above certifications or warranties prove to be false or misleading, or if Grantee fails to abide by the above certifications and warranties at any time during the term of this Agreement, Grantee shall be considered in default of this Agreement pursuant to Provision 18 of this Agreement and Grantor shall be entitled to exercise any remedy or right available to it pursuant to Provision 18 of this Agreement.

17. Drug and Alcohol-Free Workplace. Grantee warrants that Grantee shall comply with the State's policy concerning drug and alcohol-free workplaces as set forth in COMAR 01.01.1989.18.

18. Default, Repayment and Remedies.

- (a) A default shall consist of (i) any use of Grant Funds for any purposes other than authorized by this Agreement; or (ii) any breach of any covenant, agreement, provision, representation or warranty of Grantee which was made in this Agreement.
- (b) Upon the occurrence of any default, MSAC immediately may suspend Grantee's authority to receive any undisbursed Grant funds by written notice at any time to Grantee.
- (c) Upon the occurrence of any default, Grantee shall have 30 days from the date MSAC's notice is postmarked to cure the default. After the conclusion of this 30-day period, if Grantee has not cured the default to the satisfaction of MSAC, MSAC may terminate this Agreement. In the event of termination:
 - (i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not disbursed;
 - (ii) MSAC may immediately demand repayment of all or any portion of the Grant Funds which have been disbursed; and
 - (iii) MSAC's remedies of withholding disbursement and of obtaining repayment as described in Section

18(c) (i) and (ii) above may be exercised contemporaneously with remedies pursuant to Section 18(d) below, and all of such rights shall survive any termination of this Agreement.

(d) If a default occurs, MSAC may at any time proceed to protect and enforce all rights available to MSAC, by suit in equity, action at law, or by any other appropriate proceedings.

19. Termination Prior to Expiration of Term Period MSAC, the Department, and/or the State reserves the right to terminate this Agreement by written notice to Grantee if (a) the purpose of the Agreement can no longer be fulfilled or met and/or (b) it's in the best interest of the Grantor and/or the State to terminate. If so terminated, the Grantor shall disburse Grant Funds to cover the eligible expenses, as determined in its sole discretion by MSAC, incurred by Grantee prior to termination. Grantee shall return to Grantor any Grant Funds, in excess of permitted eligible expenses, received prior to such termination.

20. Indemnification. Grantee releases MSAC, the Department, the State, and its employees or agents from, agrees that MSAC, the Department, the State, and its employees or agents shall not have any liability for, and agrees to protect, indemnify and save harmless MSAC, the Department, the State, and its employees or agents 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, all or any of them, as a result of or in connection with the Grant. All money expended as a result of such liabilities, suits, actions, claims, demands, losses, expenses or 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 MSAC, the Department, the State, and/or its employees or agents, as their interests may appear. If Grantee is a government agency of the State of Maryland, any and all such indemnification obligations of Grantee are conditioned upon the availability of appropriations for use by Grantee at the time such indemnification obligations arise; further, if Grantee is a government agency of the State of Maryland, any and all such indemnification obligations of Grantee are limited to the extent of the State of Maryland's statutory waiver of its sovereign immunity.

21. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is postmarked, postage prepaid, addressed as follows:

(a) Communications to MSAC shall be mailed to: Maryland State Arts Council, 401 E. Pratt Street, Suite 1400 Baltimore, MD 21202 or emailed.

(b) Communications to Grantee shall be mailed to Grantee or emailed as noted in Grant Guidelines.

22. Amendment. This Agreement, or any part hereof, may be amended from time to time only by a written instrument executed by both parties, or in the case of a modification of Section 4, by action of MSAC.

23. Assignment. Grantee may neither assign all or any of the benefits of, nor delegate all or any of the duties imposed upon Grantee by this Agreement, without the prior written approval of MSAC.

24. Governing Law. The law of Maryland, excluding Maryland choice of forum rules, shall govern the interpretation and enforcement of this Agreement. The parties covenant and agree that venue of any dispute or controversy arising out of this Agreement or the performance or nonperformance of the parties' obligations under this Agreement shall lie exclusively in the courts of the State of Maryland.

25. Setoff. The State has the right to set off and apply Grant Funds against amounts that Grantee may

owe the State as an unpaid liability, without notice and without resort to any judicial proceeding. Should this occur, it will affect the amount of Grant Funds received by Grantee.

26. Entire Agreement; Counterparts; Signatures. This Agreement, together with any exhibits, documents, and/or electronic or internet-based documents, incorporated by reference, represents the complete and final understanding of the parties. No other understanding, oral or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution. This Agreement may be executed in any number of duplicate originals or counterparts, each of which such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, for example, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

THIS AGREEMENT, together with the documents incorporated herein by reference, represents the complete, total and final understanding of the parties and no other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties hereto at the time of execution. THIS FORM WAS APPROVED FOR FORM AND LEGAL SUFFICIENCY BY AN ASSISTANT ATTORNEY GENERAL IN JULY 2025.

2026-35447 - Grant Agreement

•
•
•

Generate
Grant
Agreement

* Signature of Grantee (First and Last Name): Jeff Michelich

* Title of Grantee: City Manager

* Signature of Grantee Witness: Sara Taylor-Ferrell

The witness MUST be another person besides you. This can be the name of a colleague, friend, or family member. Please include the first and last name.

* Title of Grantee Witness: City Clerk/Director of Council Operations

The title can be "Witness," "N/A," or an official title.

Approved as to form:

Robert Dawson

Robert Dawson, City Attorney

Exhibit A



Fiscal Year: 2026

Application ID

2026-35447

Application Type

Grants for Organizations - Off-Year

Guidelines

GFO Grant Guidelines

The GFO Grant Guidelines can be found on MSAC's website [HERE](#). Additional resources can be found on the webpage [HERE](#).

Please ensure you have read the guidelines prior to completing an application.

Organization Information

Organization Name: City of Rockville, MD

Address:

Rockville City Hall 111 Maryland Avenue
Rockville, MD
20850

Phone: 240-314-8681

County: Montgomery

DUNS Number: 074830050

Unique Entity Identifier (UEI):

Website: www.rockvillemd.gov

Contact Information



Grant Contact Name: Betty Wisda
Phone: 240-314-8681
Email: bwisda@rockvillemd.gov

Address: Rockville City Hall 111 Maryland Avenue
City: Rockville
State: MD
Zip Code: 20850

Applicant County

Montgomery

Is your organization fiscally sponsored?

This is only applicable to organizations/programs that do not have their own 501c3 status. Orgs with their own 501c3 status should leave blank or select "No". Fiscal sponsor definition can be found in the MSAC Glossary.

No

Please list the dates of your most recently completed fiscal year (for example: July 1, 2024 - June 30, 2025; Jan 1, 2024 - Dec 31, 2024)

July 1, 2023- June 30, 2024

Program Details



Are you applying on behalf of an Arts Organization or Arts Program?

Select "Arts Organization" if your non-profit organization's mission/purpose is producing or presenting the arts through public programs or services.

Select "Arts Program" if your non-profit organization's primary mission/purpose is other than producing or presenting the arts, but provides ongoing arts programming/activities through public programs.

More info can be found on page 7 of the Grant Guidelines. If you are uncertain, contact your Program Director.

Arts Program

Select the primary artistic discipline for your organization's application

Please select the artistic discipline that aligns most closely with your arts organization/program's activities. If you are uncertain, contact your Program Director.

Multi Discipline B

Narrative Questions

National arts organizations (National Endowment for the Arts, National Assembly of State Arts Agencies, Americans for the Arts) have clarified and shared approaches to uncover cultural bias in the procedures and policies of state arts organizations. In response, the Maryland State Arts Council has committed to equity, diversity, and inclusion in grantmaking as all funding mechanisms continue to be examined and updated. The design of the Grants for Organizations application is meant to inspire authentic reflection and internal analysis for each applying organization, with the knowledge that the Maryland State Arts Council is to be seen and utilized as a collaborative partner in the process. The driving goals of this new vision for the granting processes connect to the application in the following ways:

- To acknowledge positions of privilege while questioning practices, shifting paradigms of status quo arts activities, and taking more risks.
- To yield a greater variety of funded projects.
- To eliminate biases that may be found in any part of the granting process (i.e. - applications, panelist procedures, adjudication systems).
- To expand the deliberations about rigor beyond current conventions or Western traditions.
- To aspire to make investments that contribute to social change and demonstrate aesthetic excellence in terms relevant to context and intent.



1. Has your mission/vision/goals/values significantly changed since your last application?

No

2. Has your organization's programming significantly changed since your last application? Significant changes would include adding or removing a program from the Activities Chart included in your last On Year application.

No

3. Have there been any additional challenges or updates (changes in operations, staff, leadership, etc) since your last application?

No



Activities

Financial Information

Financials

In the Financial Table below, enter the income and expenses for your arts organization's or arts program's most recently completed Fiscal Year (FY24 or CY23).

Please indicate in the drop down menu below if your organization is submitting financials from Fiscal Year 2024 or Calendar Year 2023.

For more information on allowable and non-allowable income/expenses, please refer to the program's guidelines [HERE](#).

FY2024

Allowable Earned Income

Type	Amount	Location of Numerical Figure in Audit or Financial Statement	Additional Notes
Ticket Sales	\$69,075.00		
	\$69,075.00		

Allowable Contributed Income



Type	Amount	Location of Numerical Figure in Audit or Financial Statement	Additional Notes
Individual Donations	\$2,858.00		
State Government	\$103,743.00		
City Government	\$142,785.00		
Corporate Donations	\$9,277.00		
	\$258,663.00		

Non-Allowable Income

Type	Amount	Location of Numerical Figure in Audit or Financial Statement	Additional Notes
MSAC Arts Relief - General Operating Support (ARGOS)	\$77,568.00		
	\$77,568.00		

Allowable Expenses

Type	Amount	Location of Numerical Figure in Audit or Financial Statement	Additional Notes
Salaries, Benefits and Related Expenses - Staff	\$216,315.00		
Production and Exhibition Costs	\$17,933.00		
Honoraria (Artists)	\$1,450.00		
Educational Programs	\$9,200.00		



Miscellaneous operating expenses (please describe)	\$27,493.00
Royalties and Commissions	\$24,100.00
Collections Management/ Conservation	\$16,837.00
Repairs/Maintenance	\$5,133.00
	\$318,461.00

Purchase of Wooden Sprung Floor & Floor-Mounted Double Ballet Barres

Non-Allowable Expenses

Type	Amount	Location of Numerical Figure in Audit or Financial Statement	Additional Notes
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Totals

	Total Allowable Income	Total Income (Allowable + Non-Allowable)	Total Expenses (Allowable + Non-Allowable)
Amount	\$327,738.00	\$405,306.00	\$318,461.00

Attachments



IRS Letter of Determination

12092024120405-0001.pdf
319 KB - 2024-12-09 12:07

Total Files: 1



Financial Statement Instructions

For grantees with a Total Allowable Income figure below \$750,000:

- 1) A submission of the organization's most recently completed fiscal or calendar year Financial Statement, signed by a professional accountant or the organization's fiscal officer. The signed Financial Statement must be submitted by the application deadline.
- 2) A spot check will be done for accuracy for a random selection of 1 of 30 applications.

For grantees with a Total Allowable Income figure at \$750,000 and above:

- 1) A submission of the organization's most recently completed fiscal or calendar year Independent External Audit, prepared by a CPA firm. The completed audit must be submitted by the application deadline.
- 2) The Total Allowable Income number, which is considered the Grant Amount Determination, is reviewed by the Internal Audits Office of the Maryland State Department of Commerce.

NOTE: If your most recently completed fiscal year audit is not finalized at the time of the application deadline, contact your Program Director prior to the deadline to discuss the option of submitting your audit after the deadline, which must be received by the Program Director on or before March 1, 2025. If this is not possible, the organization would be required to submit the previous year's completed audit as part of the application.



Financial Statement

Attach a financial statement (such as a P&L or audit, as described above) that reflects the numbers submitted in the Financial Table on the previous tab (Financial Information Tab).

If you have questions about the financial statement or financial table requirements, please contact your Program Director.

CityofRockville_MarylandAnnualComprehensiveFinancialReportFiscalYearEndedJune30_2024.docx
15.1 KB - 2024-12-09 16:40

Total Files: 1

Arts Program Financial Statement (required for Arts Programs only in addition to full organization financials)

Please attach a Financial Statement from the most recently completed fiscal or calendar year that is specifically for the Arts Program only (this should include the income/expenses directly connected to your arts programming only, not your full organizational financials)

Arts_FY24_Actuals.xlsx
1.7 MB - 2025-04-14 10:32

Total Files: 1



Electronic Signatures

The name typed in the "Signature" box below is authorized to sign this Maryland State Arts Council (MSAC) application on behalf of the applicant and certifies that all information contained in this report is true and accurate. Checking this box verifies that the applicant agrees to complete and submit this application by electronic means, including the use of an electronic signature. When installing or conserving public artwork, the applicant agrees to abide by any local regulations, reviews or restrictions set by the local government including local and regional historic preservation requirements. In addition, the applicant certifies that it has read and agrees to the applicable grant guidelines, including eligibility requirements, is not debarred or suspended from doing business with the federal government, and, if an organization, has a Section 504 self-evaluation workbook or comparable document on file. By submitting an application to MSAC, whether via electronic means or otherwise, applicant agrees to allow MSAC to retain records per state and federal document retention laws and policies.

Authorizing Official Signature

Betty Wisda

Authorizing Official Phone

301-881-4730

Authorizing Official Email

bcwisda@comcast.net



Would you like to join our mailing list?

Stay in the loop with the monthly updates via email on MSAC grants, resources, and other agency news. You can unsubscribe at any time.



MAYOR AND COUNCIL Meeting Date: September 29, 2025

Agenda Item Type: CONSENT

Department: PW - TRAFFIC & TRANSPORTATION

Responsible Staff: EMAD ELSHAFEI

Subject

Approve the Amended and Restated Memorandum of Understanding with Montgomery County for Transportation Impact Taxes for New Developments in Rockville

Department

PW - Traffic & Transportation

Recommendation

Staff recommends the Mayor and Council authorize the City Manager to sign the Amended and Restated Memorandum of Understanding with Montgomery County for Transportation Impact Taxes for New Developments in Rockville.

Discussion

Background

Pursuant to Chapter 52 (Taxation), Article IV (Development Impact Tax for Transportation Improvements) of the Montgomery County Code, Montgomery County has established the “Development Impact Tax for Transportation Improvements” (“Impact Tax”) that applies to certain new developments in Montgomery County, Maryland, including within the corporate boundaries of the City of Rockville.

The Impact Tax must be paid to Montgomery County by each owner of an eligible new development located within the City of Rockville before a building permit is issued by the City of Rockville’s Department of Community Planning and Development Services. The County Code limits the use of funds collected through the Impact Tax to certain activities listed in Section 52-50.

Section 52-41(e) of the County Code calls for a Memorandum of Understanding (MOU) to be established and upon approval by the County Council impact Taxes collected from developments located within the City of Rockville to be only used to fund impact transportation improvements listed in the MOU.

On January 12, 2006, the Mayor and Council and Montgomery County entered into a Memorandum of Understanding (Attachment 1), pursuant to which the Parties agreed that the Impact Taxes collected from developments located within the City of Rockville would be used to fund the sixteen (16) impact transportation improvements listed in this MOU.

Current Situation

As of June 30, 2025, the amount of funds in the Rockville Development Impact Tax Fund Account totaled \$8,316,252.

In recent years, Montgomery County has approached the city to amend the MOU so it will allow them to spend \$1,000,000 on the county's Bus Rapid Transit (BRT) project and \$500,000 on the Great Seneca Transit Network (GSTN) project.

After several years of discussions and negotiations, both parties agreed to present the amended MOU (Attachment 2) to the elected officials for their review and approval. The amended MOU shall supersede the 2006 MOU entered into by the County and City, and the 2006 MOU shall be void and of no further effect upon execution of this proposed MOU.

With the amended MOU, the County Council shall appropriate \$6,816,252 (which is the \$8,316,252 minus the \$1,500,000 requested by the county for the two transit projects) in the Rockville Transportation Impact Fund Account to the Rockville Transportation Improvements Project for use by the Mayor and Council to fund the following city projects:

- Maryland/Dawson Extended
- W. Gude Drive Sidewalk
- Scott-Veirs Drive Shared-Use Path
- Sidewalks (meeting Section 52-50 criteria)
- Twinbrook Pedestrian/Bicycle Bridge
- Bikeshare Stations
- Fleet/Monroe Shared-Used Path
- Martins Lane Shared-Use Path
- Research Blvd. Shared-Use Path

This appropriation list will satisfy the city's pending request of \$965,000 for the W. Gude Sidewalk from the \$6,816,252 balance after it is appropriated. It should also satisfy another pending request of \$2,650,000 for the Maryland/Dawson Extended CIP project.

With the Amended and Restated MOU, the city and county also agree that the County shall finance, in part, the following transportation improvement projects which are located within the corporate boundaries of City of Rockville or within ¼ mile of the corporate boundaries of the City of Rockville by utilizing the funds that have been appropriated by the County Council from the Rockville Transportation Impact Tax Fund Account:

- Bus Rapid Transit: System Development
- Bus Rapid Transit: MD 355 Central
- Bus Rapid Transit: MD 355 South

- Great Seneca Science Corridor Transit Improvements (limited to the Gray Line, Cobalt Line, and Pink Line)
- Bus Rapid Transit: Veirs Mill Road

This appropriation list will satisfy the county’s request for \$1,500,000 for the Bus Rapid Transit and Great Seneca Science Corridor Transit projects.

Funds received after June 30, 2025, will be programmed to projects in accord with this Amended and Restated MOU and Section 52-50 of the Montgomery County Code, following County established procedures for amending the Capital Improvements Program. For any impact taxes collected from development within the City after June 30, 2025, the City and County agree to program such funds with an allocation of 65-percent to the City projects and 35-percent to the County projects. The Listed Projects CIPs shall be amended accordingly within ninety (90) days of a City request to reflect changes in the projects which comply with funding under the Impact Tax Law as well as availability of funds and appropriation by the County Council.

With the Amended and Restated MOU, the city and county also agree that the Rockville City Manager and the Montgomery County Chief Administrative Officer may amend this Amended and Restated MOU from time to time to modify the sixty-five percent (65%) – thirty-five percent (35%) split of the appropriation of funds in the Rockville Transportation Impact Fund Account.

The Rockville Transportation Improvement Projects listed in this Amended and Restated MOU will be updated upon approval of a County Council resolution amending the “Rockville Transportation Improvements” CIP including revisions to the City projects and any changes to the list of County projects supported by these funds. The programming of funds to County projects will occur as amendments to the relevant County projects.

Mayor and Council History

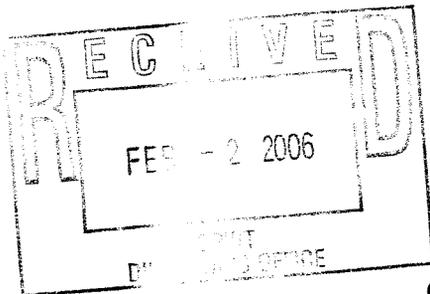
This is the first time this item has been brought to the Mayor and Council

Next Steps

Once the Amended and Restated MOU is signed, the County will concurrently submit for approval a draft Council Resolution approving this Amended and Restated MOU and the City Projects and an amendment to the County’s FY25-30 CIP seeking appropriation for the Rockville Transportation Improvements project totaling \$6,816,252.

Attachments

Attachment 1: MOU-2006, Rockville Transportation Impact Taxes - Memorandum of Understanding (For M&C Approval), EXHIBIT A – Project Description Form (Sample)



Resolution No.: 15-1284

Introduced: January 17, 2006

Adopted: January 24, 2006

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

By: County Council

SUBJECT: Approval of a Memorandum of Understanding between the City of Rockville and Montgomery County regarding the improvements eligible for funding with Development Impact Tax for Transportation Improvements revenue collected in the City of Rockville

Background

1. Section 52-49(e) of the County Code states that development impact taxes collected from developments located in the City of Rockville must be used only to fund transportation improvements listed in a memorandum of understanding between the County Government and the City, which must be approved by the County Council.
2. The City approved a memorandum of understanding on October 18, 2005, and the County Government approved the same memorandum of understanding on January 12, 2006.

Action

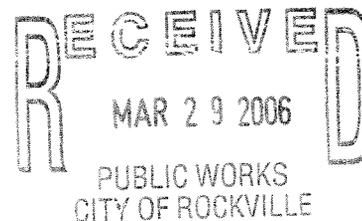
The County Council for Montgomery County, Maryland, approves the following resolution:

The attached memorandum of understanding between the City of Rockville and Montgomery County, regarding the improvements eligible for funding with Development Impact Tax for Transportation Improvements revenue collected in the City of Rockville, is approved.

This is a correct copy of Council action.

Linda M. Lauer

Linda M. Lauer, Clerk of the Council



MEMORANDUM of UNDERSTANDING
Development Impact Taxes

THIS MEMORANDUM OF UNDERSTANDING (the "MOU"), is made and entered into this 12th day of January, 2006 by and among the Mayor and Council of Rockville ("City"), an incorporated municipality in Montgomery County, in the State of Maryland, and Montgomery County, Maryland, a body corporate and politic ("County").

WITNESSETH:

WHEREAS, On March 12, 2002, and effective July 1, 2002, the Montgomery County Council enacted Amendments to the Development Impact Tax, Article VII, Chapter 52, of the Montgomery County Code ("Impact Tax Law"), establishing impact tax districts for the Cities of Gaithersburg and Rockville, as well as the entire County.

WHEREAS, the newly-adopted amendments provide for separate accounting of development impact taxes collected from developments located in the cities of Gaithersburg and Rockville, as well as provisions for, in certain instances, refunds and credits.

WHEREAS, tax revenues collected from, and separately accounted for, the respective municipalities must be used to fund transportation improvements listed in an MOU between the County and the City, and approved by the Montgomery County Council.

WHEREAS, it is the intent of the County to further the public purpose of ensuring that an adequate transportation system is available in support of new development.

WHEREAS, the City recognizes the need to fund transportation improvements within City limits to support growth and development

WHEREAS, as provided for in the Impact Tax Law, the City may enter into an MOU with the County, which will include a list of transportation improvements for priority funding with Impact Tax revenues collected from developments within the City limits.

WHEREAS, the City and the County agree that it is in the best interest of the City to enter into and agree to the terms and conditions of this MOU.

WHEREAS, the City has authorized the City Manager to enter into this MOU on behalf of the City.

NOW, THEREFORE, in consideration of the above and the mutual promises hereinafter set forth, the parties hereto agree as follows:

1) In accordance with the provisions of Section 52-49(e) of the Montgomery County Code, the parties agree that the development impact taxes collected from developments located in the City must only be used to fund the transportation improvements that meet the following criteria:

- a) Improvements should be consistent with the approved and adopted City Master Plan or Neighborhood Plan; and
- b) Contained in an adopted City Capital Improvements Program; or
- c) Approved as a condition of a City development approval when the improvement is for an offsite improvement that meets the criteria contained in Section 52-58 or is an on-site arterial highway.

Below is the list of eligible transportation projects. FY 2006 Capital Improvements Program projects include the CIP project number, and the remaining improvements are either listed in the Adopted 2002 Comprehensive Master Plan or are under consideration for small scale capacity improvements. Impact Tax funds can be used only on the portions of the road projects listed below that creates new capacity in accordance with Section 52-58. Impact Tax funds can not be used for any improvement to or other action limited to a State road. Where the City or County has required a developer to fund all or part of an improvement, use of County impact tax funds must not replace the obligation of the developer to provide such an improvement. However, the developer may be eligible for a credit subject to approval by MC DPWT. The City may update this list on a semi-annual basis by providing MC DPWT with a revised list without amending this MOU. Any revised list shall be approved by the County Council.

- a) Bus Stop Shelters (CIP Project 420-850-2A80) new bus shelters (not replacement shelters)
- b) Dawson Avenue Extended (CIP Project 420-850-5A11)
- c) Town Square Public Improvements (CIP Project 420-600-0A80) that create new capacity including Maryland Avenue Extended – Phase I, Middle Lane to Beall Avenue
- d) Maryland Avenue Extended – Phase II, north of Beall Avenue (CIP Project 420-850-5C11)
- e) Pedestrian Safety/Traffic Improvements (CIP Project 420-850-4B71) that provide sidewalk connections to major activity centers or along arterial or major highways
- f) Town Center Capacity (CIP Project 420-850-6A81)
- g) Town Center Shuttle Bus (CIP Project 420-850-6B81)
- h) West End Sidewalks (CIP Project 420-850-6B21) that provide sidewalk connections to major activity centers or along arterial or major highways
- i) Chapman Avenue, North of Halpine Road
- j) MD 355/Gude Drive (funds can not be applied to State road portion of improvement)

- k) MD 355/Wootton Parkway (funds can not be applied to State road portion of improvement)
 - l) MD 355/Park Road/Middle Lane (funds can not be applied to State road portion of improvement)
 - m) I-270/Gude Interchange (funds can not be applied to State road portion of improvement)
 - n) MD 355/King Farm Boulevard (funds can not be applied to State road portion of improvement)
 - o) MD 355/Redland Road (funds can not be applied to State road portion of improvement)
 - p) Shady Grove Road/Research Boulevard
- 2) Impact taxes collected within the City shall be appropriated or otherwise formally designated for the above-listed projects as impact tax revenues become available, in accordance with the Impact Tax Law, and in all instances, by the end of the sixth fiscal year after the tax is collected.
- 3) The City will notify the County when a commencement of an eligible transportation project is authorized by the City. The County shall provide available funds from the City impact tax account within 30 days. If the available funds in the City impact tax account are insufficient to totally fund the project and the City pays the balance of the project cost, then the County will forward the difference on a quarterly basis to the City upon receipt of eligible payments to the City impact tax account up to the full amount of the project cost.
- 4) The Chief Administrative Officer of Montgomery County and the City Manager of Rockville are authorized to execute such further documents and agreements that they determine to be necessary to implement this MOU.
- 5) **Dispute/Resolution:** In the event a dispute arises as to the interpretation or implementation of this MOU which cannot be resolved, the parties agree that the matter will be referred to the City Manager and the CAO of Montgomery County for consideration, review and resolution. If the City Manager and the CAO are unable to resolve the dispute they may agree to submit the dispute to mediation or binding arbitration or file an appropriate action in the Circuit Court of Montgomery County for resolution of the dispute.
- 6) This MOU shall be considered for amendments as proposed by either party, from time to time.

IN WITNESS WHEREOF, the CITY and the COUNTY have executed and sealed this MOU as of the date first written above.

WITNESS:

[Handwritten Signature]

THE MAYOR AND COUNCIL OF
ROCKVILLE,
a municipal corporation

By: *[Handwritten Signature]*
Date: 10/18/05

WITNESS:

[Handwritten Signature]

COUNTY OF MONTGOMERY, MARYLAND

By: *[Handwritten Signature]*
Date: 1-12-06

APPROVED AS TO FORM AND LEGALITY.
OFFICE OF COUNTY ATTORNEY
BY *[Handwritten Signature]*
DATE 11-30-05

**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING**

Transportation Impact Taxes for New Developments in Rockville

This **AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING** (this “**Amended and Restated MOU**”) is entered into as of this [REDACTED] day of October 2025 (the “**Effective Date**”) by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body corporate and municipal corporation of the State of Maryland, acting through its City Manager (the “**Mayor and Council**” or the “**City**”) and **MONTGOMERY COUNTY, MARYLAND**, a political subdivision of the State of Maryland (“**Montgomery County**” or the “**County**”). Individually, the Mayor and Council and Montgomery County may each be referred to hereinafter as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

- A. WHEREAS**, Montgomery County has determined that a “combination of approaches is necessary to fully achieve the level of impact transportation improvements needed to accommodate growth” in the County, including within the corporate boundaries of the City of Rockville: and
- B. WHEREAS**, pursuant to Chapter 52 (Taxation), Article IV (Development Impact Tax For Transportation Improvements) of the Montgomery County Code, as amended (the “**County Impact Tax Law**”), the County provides for the funding of certain transportation improvements in the City of Rockville by imposing a “pro rata per unit or per square foot of gross floor area” development impact tax (the “**Rockville Transportation Impact Tax**”) on certain developments which require the issuance of a building permit by the City of Rockville; and
- C. WHEREAS**, in accordance with the County Transportation Impact Tax Law, upon receipt of Rockville Transportation Impact Tax funds, the Montgomery County Department of Permitting Services must transfer the funds to the Montgomery County Department of Finance for crediting to a separate, segregated account established for the City of Rockville (the “**Rockville Transportation Impact Tax Fund Account**”); and
- D. WHEREAS**, in accordance with the County Transportation Impact Tax Law, (i) funds in the Rockville Transportation Impact Tax Fund Account must be used only to fund eligible transportation improvements listed in a memorandum of understanding between the County and the City, which memorandum of understanding must be approved by the Montgomery County Council (the “**County Council**”), and (ii) the eligible transportation improvements listed in a memorandum of understanding between the County and the City must be of the types listed in Section 52-50 of the County Transportation Impact Tax Law; and
- E. WHEREAS**, on January 12, 2006, the Parties entered into that certain Memorandum of Understanding (the “**Original MOU**”), pursuant to which the Parties agreed that the City’s

transportation improvement projects listed in the Original MOU would be financed with the funds in the Rockville Transportation Impact Tax Fund Account; and

- F. WHEREAS**, the Parties have agreed to amend and restate the Original MOU, which this Amended and Restated MOU is intended to amend and restate in its entirety, in order to, among other things, (i) update and modify the City’s list of transportation improvement projects, and (ii) include a list of County transportation improvement projects that will also be financed, in part, with a portion of the funds in the Rockville Transportation Impact Tax Fund Account; and
- G. WHEREAS**, as of June 30, 2025, the amount of funds in the Rockville Transportation Impact Tax Fund Account totaled \$8,316,252.

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

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

2. List of Transportation Improvement Projects.

(a) The Parties agree that the transportation improvement projects listed in subsections (b) and (c) below (collectively, the “**Transportation Improvement Projects**”), which projects the Parties have determined generally meet the eligibility requirements of Section 52-50 of the County Transportation Impact Tax Law, shall be financed, in whole or in part, with funds in the Rockville Transportation Impact Tax Fund Account, in accordance with the County Transportation Impact Tax Law and the provisions of this Amended and Restated MOU.

(b) City of Rockville Transportation Improvement Projects. The Parties agree that the Mayor and Council shall finance the following transportation improvement projects (the “**City Transportation Improvement Projects**”) by utilizing funds as appropriated by the County Council from the Rockville Transportation Impact Tax Fund Account pursuant to the terms of this Amended and Restated MOU:

- (i) Maryland/Dawson Extended (City CIP #5C11) (County CIP #P501405),
- (ii) W. Gude Drive Sidewalk (City CIP #TE21),
- (iii) Scott-Veirs Drive Shared-Use Path (City CIP #TA23),

- (iv) Sidewalks (City CIP #TE26),
- (v) Twinbrook Pedestrian/Bicycle Bridge (City CIP #TC22),
- (vi) Bikeshare Stations,
- (vii) Fleet/Monroe Shared-Used Path,
- (viii) Martins Lane Shared-Use Path, and
- (ix) Research Blvd. Shared-Use Path.

(c) Montgomery County Transportation Improvement Projects. The Parties agree that the County shall finance, in part, the following transportation improvement projects which are located within the corporate boundaries of City of Rockville or within ¼ mile of the corporate boundaries of the City of Rockville (the “**County Transportation Improvement Projects**”) by utilizing the funds as appropriated by the County Council from the Rockville Transportation Impact Tax Fund Account pursuant to the terms of this Amended and Restated MOU:

- (i) Bus Rapid Transit: System Development (County CIP #P501318),
- (ii) Bus Rapid Transit: MD 355 Central (County CIP #P502005),
- (iii) Bus Rapid Transit: MD 355 South (County CIP #P502309),
- (iv) Great Seneca Science Corridor Transit Improvements (limited to the Gray Line, Cobalt Line, and Pink Line) (County CIP #P502202), and
- (v) Bus Rapid Transit: Veirs Mill Road (County CIP #P501913).

(d) Modification of the Transportation Improvement Projects. The Parties agree that the Rockville City Manager and the Montgomery County Chief Administrative Officer may modify the Transportation Improvement Projects by mutual written agreement without the further approval of the Mayor and Council or the County Council, except that the funding of projects added by such modification is still subject to approval by appropriation of funds by the County Council. Such requests for modification of project funding shall be made by way of submission of an updated County Project Description Form (PDF) and appropriation request to the County Council by the Montgomery County Executive (the “**County Executive**”).

3. Required Appropriation by County Council. The Parties agree that prior to either Party utilizing any funds in the Rockville Transportation Impact Tax Fund Account to finance, in whole or in part, Transportation Improvement Projects, the County Council must have first appropriated such funds in accordance with the terms of this Amended and Restated MOU.

4. Funding of City of Rockville Transportation Improvement Projects.

(a) Maryland/Dawson Extended County Capital Improvement Project. The Parties acknowledge and agree that:

(i) the County previously established a capital improvement project entitled “Maryland/Dawson Extended” and assigned the corresponding County CIP #P501405;

(ii) the County Council previously appropriated approximately \$2,760,000 of funds from the Rockville Transportation Impact Fund Account to “Maryland/Dawson Extended” County CIP # P501405 for use by the City to fund, in part, the Maryland/Dawson Extended – City Transportation Improvement Project listed in Section 2(b)(i) above; and

(iii) as of June 30, 2025, \$2,287,000 is available in the “Maryland/Dawson Extended” County CIP #P501405 for use by the City to finance, in part, the Maryland/Dawson Extended – City Transportation Improvement Project.

(b) Establishment of Rockville Transportation Improvements County Capital Improvement Project. On or before November 1, 2025, the County shall establish a new capital improvement project entitled the “**Rockville Transportation Capital Improvements Project**” and assign a corresponding CIP number for the project. A sample Project Description Form (PDF) for the Rockville Transportation Improvements Project is provided in Exhibit A, which will be amended upon each County Council action providing appropriation for the project.

(c) Appropriation of Funds from the Rockville Transportation Impact Tax Fund Account.

(i) *Initial Appropriation.* Within thirty (30) days of the establishment of the Rockville Transportation Capital Improvements Project by the County, the County Executive shall request the County Council to appropriate all but \$1,500,000 of the funds in the Rockville Transportation Impact Fund Account to the Rockville Transportation Capital Improvements Project for use by the City to fund, in whole or in part, the City Transportation Improvement Projects in accordance with the terms and provisions of this Amended and Restated MOU.

(ii) *Subsequent Appropriations.*

A. In accordance with the Montgomery County Charter and Code, the County Executive shall include in the County Executive’s proposed capital budget that is submitted to the County Council a request that sixty-five percent (65%) of the funds in the Rockville Transportation Impact Fund Account be appropriated to the Rockville Transportation Capital Improvement Project (the “**Rockville MOU – City CIP Budget Request**”) for use by the City to fund, in whole or in part, the City Transportation Improvement Projects in accordance with the terms and provisions of this Amended and Restated MOU.

B. If the County Council does not approve the Rockville MOU – City CIP Budget Request, the Mayor and Council may request that the County Council convene a separate public hearing to reconsider the Rockville MOU – City CIP Budget Request.

(d) Disbursement of Appropriated Funds for City Transportation Improvement Projects. Following the County Council’s appropriation of funds from the Rockville Transportation Impact Tax Fund in accordance with subsection (c), the County shall disburse funds to the Mayor and Council to reimburse the City for expenses incurred for City Transportation Improvement Projects. The disbursement of funds shall occur within forty-five (45) business days of receipt by the Montgomery County Chief Administrative Officer, or his designee, of an invoice from the City Manager, or his designee, listing all eligible expenses incurred for City Transportation Improvement Projects. All Invoices submitted by the City must provide enough detail so that the Montgomery County Chief Administrative Officer, or his designee, can confirm that listed eligible expenses are in compliance with the County Impact Tax Law.

5. Funding of County Transportation Improvement Projects.

(a) Appropriation of Funds from the Rockville Transportation Impact Tax Fund Account.

(i) *Acknowledgment of Previous Appropriation.* The Parties acknowledge that the County Council has previously appropriated \$1,000,000 of funds from the Rockville Transportation Impact Fund Account for use by the County to fund, in part, the Bus Rapid Transit: System Development – County Transportation Improvement Project listed in Section 2(c)(i).

(ii) *Initial Appropriation.* The Parties acknowledge that the County programmed \$500,000 from the Rockville Transportation Impact Fund Account to fund, in part, the Great Seneca Science Corridor Transit Improvements – County Transportation Improvement Project listed in Section 2(c)(iv). The County Executive will, in accordance with the County Charter and Code, seek appropriation of these funds to a project listed in Section 2(c) separate from the initial appropriation contemplated in Section 4(c)(i).

(iii) *Subsequent Appropriations.* As appropriate and as needed for execution of the County Transportation Improvement Projects, in accordance with the County Charter and Code, the County Executive shall include in the County Executive’s proposed capital budget that is submitted to the County Council thirty-five percent (35%) of the funds in the Rockville Transportation Impact Fund Account for funding of the County Transportation Improvement Projects.

6. Modifications to the 65%-35% Split Among the Parties. Beginning July 1, 2036, the Parties may, from time to time, in accordance with the County Impact Tax Law, amend this Amended and Restated MOU to modify the split of the appropriation of funds in the Rockville Transportation Impact Fund Account under Section 4 (c)(ii) and Section 5(a)(iii).

7. Additional Terms and Conditions.

(a) Montgomery County Executive Annual Report. Pursuant to Section 52-44 of the County Transportation Impact Tax Law, the Montgomery County Executive is required to submit a report to the Montgomery County Council on the Rockville Transportation Impact Tax (the “**County Executive Annual Rockville Transportation Impact Tax Report**”) not later than April 1 of each year. The County agrees to provide the Mayor and Council with a copy of the County Executive Annual Rockville Transportation Impact Tax Report for the previous calendar year not later than April 15 of each year.

(b) Montgomery County Department of Finance Annual Account Statement. Pursuant to Section 52-45 of the County Transportation Impact Tax Law, the Montgomery County Department of Finance is required to annually issue a statement for the Rockville Transportation Impact Tax Fund Account, which statement must, among other things, (i) show the source and disbursement of all revenues, and (ii) account for all monies received (the “**Annual Rockville Transportation Impact Tax Fund Account Statement**”). The County agrees to provide the City Manager with a copy of the Annual Rockville Development Account Statement for the previous calendar year not later than April 15 of each year.

(c) Resolution of Disputes between the Parties. In the event a dispute arises as to the interpretation or implementation of this Amended and Restated MOU which cannot be resolved at the staff level, the Parties agree that the matter will be referred to the City Manager and the Montgomery County Chief Administrative Officer for mutual consideration, review and resolution. If the City Manager and the Montgomery County Chief Administrative Officer are unable to resolve the dispute, they may agree to submit the dispute to mediation or binding arbitration or either Party may file an appropriate action in the Circuit Court of Montgomery County for resolution of the dispute.

(d) Term of this Amended and Restated MOU. This Amended and Restated MOU shall remain in force unless or until terminated by mutual agreement of the Parties.

8. Miscellaneous Provisions.

(a) Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Parties 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: City Clerk / Director of Council Operations

With copies to:

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

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

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

To Montgomery County: Chief Administrative Officer
101 Monroe Street, 2nd Floor
Rockville, Maryland
Attn: Director

With copies to

Office of the County Attorney_
101 Monroe Street, 3rd Floor
Rockville, MD. 20850
Attn: County Attorney

Department of Transportation
101 Monroe Street, 10th Floor
Rockville, MD 20850
Attn: Director, MCDOT

Notices personally delivered shall be deemed effective upon receipt or refusal thereof. Notices given by a reputable overnight document delivery service shall be deemed effective one (1) business day after delivery by such service. Notices mailed shall be deemed effective on the third (3rd) business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing. As used herein, “business day” means a day other than Saturday, Sunday, or a federal holiday, state holiday in the State of Maryland, or a city holiday in the City of Rockville, Maryland

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

(c) Interpretation. The terms of this Amended and Restated MOU shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Amended and Restated MOU or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Amended and Restated MOU.

(d) No Third-Party Beneficiaries. No provision of this Amended and Restated MOU 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.

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

(f) Governing Law. This Amended and Restated MOU is 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 applicable courts for Montgomery County, Maryland.

(g) Entire Agreement, Waivers and Amendments. This Amended and Restated MOU integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties. All waivers of the provisions of this Amended and Restated MOU 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.

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

(i) Counterparts. This Amended and Restated MOU may be executed in counterparts, each of which shall be deemed to be original, and such counterparts shall constitute one and the same instrument.

(Signature pages to follow)

IN WITNESS WHEREOF, the Mayor and Council and Montgomery County have each executed, or caused to be duly executed, this Amended and Restated Memorandum of Understanding under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives thereunto duly authorized) as of the day and year first written above.

MAYOR AND COUNCIL

Approved as to legal 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

MONTGOMERY COUNTY

Approved as to legal form:

MONTGOMERY COUNTY, MARYLAND, a
body politic and political subdivision of the State of
Maryland

Trevor Ashbarry,
Office of the County Attorney

By: _____
Richard Madaleno
Chief Administrative Officer

Recommended:

By: _____
Christopher Conklin, Director
Department of Transportation

EXHIBIT A
Sample Project Description Form for the
Rockville Transportation Capital Improvements Project

(Please see Attached)

Rockville Transportation Improvements
(P##### New)

Category	Transportation	Date Last Modified	07.01.2025
SubCategory	Pedestrian/Bike	Administering Agency	Transportation
Planning Area	Rockville	Status	Planning Design and Construction

	Total	Thru FY24	Rem FY24	Total 6 Years	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	Beyond 6 Years
EXPENDITURE SCHEDULE (\$000s)											
Construction	6,816	-	-	6,816	-	6,816	-	-	-	-	-
TOTAL EXPENDITURES	6,816	-	-	6,816	-	6,816	-	-	-	-	-

FUNDING SCHEDULE (\$000s)											
Impact Tax (Rockville Account)	6,816	-	-	6,816	-	6,816	-	-	-	-	-
TOTAL FUNDING SOURCES	6,816	-	-	6,816	-	6,816	-	-	-	-	-

APPROPRIATION AND EXPENDITURE DATA (\$000s)			
Appropriation FY 26 Request	6,816	Year First Appropriation	FY26
Cumulative Appropriation	6,816	Last FY's Cost Estimate	-
Expenditure / Encumbrances	-		
Unencumbered Balance	6,816		

PROJECT DESCRIPTION

This project defines uses of funds generated through the County Impact Tax received as a result of development projects in Rockville. Expenditures in this project include projects determined by and executed by the City of Rockville. The City of Rockville will only use these funds for projects or project elements that meet the requirements of Section 52-50 of the Montgomery County Code. The City will implement these projects and will invoice the County for expenses that the County has certified as eligible uses of impact tax funds. The following subprojects identified by the City of Rockville may be funded through this project.

- Maryland/Dawson Extended
- West Gude Drive Sidewalk
- Scott-Veirs Drive Shared-Use Path
- Sidewalks meeting Section 52-50 criteria
- Twinbrook Pedestrian/Bicycle Bridge
- Bikeshare Stations
- Fleet/Monroe Shared-Used Path
- Martins Lane Shared-Use Path
- Research Blvd. Shared-Use Path

LOCATION

City of Rockville and its immediate surrounding area.

ESTIMATED SCHEDULE

Implementation of the City-implemented projects will follow the schedules reflected in the City’s capital program.

PROJECT JUSTIFICATION

Impact taxes are generated by development projects within the City of Rockville and accrue to a separate account as required under Section 52-41 of the County Code. This project is Exhibit A of the Memorandum of Understanding (MOU) between the City of Rockville and Montgomery County required under Section 52-41 and will be updated as future impact tax funds become available and proposed uses by the City and County change.

FISCAL NOTE

Pursuant to the Memorandum of Understanding (the “MOU”) by and between the Mayor and Council of Rockville (the “City”) and Montgomery County, Maryland (the “County”) dated October XX, 2025, the 'County projects' listed in the MOU are as follows:

- Bus Rapid Transit: System Development (P501318)
- Bus Rapid Transit: MD 355 Central Bus Rapid Transit (P502005) including the proposed Montgomery College Transit Center
- Bus Rapid Transit: MD 355 South Bus Rapid Transit (P502309)
- Bus Rapid Transit: MD 586 Veirs Mill Road Bus Rapid Transit (P501913)
- Great Seneca Science Corridor Transit Improvements (P502005)

The County Council resolution approving this project description form (PXXXXX) does not constitute the County Council's approval of, or appropriation of funding for, the above-mentioned County projects. Each of the County projects is subject to: (1) the approval of the County Council under Section 302 {Capital Improvements} of the County Charter; and (2) the appropriation of funds by the County Council under Article 3 {Finance} of the County Charter.

DISCLOSURES

The County Executive asserts that this project conforms to the requirement of relevant local plans, as required by the Maryland Economic Growth, Resource Protection and Planning Act.

COORDINATION

City of Rockville.



MAYOR AND COUNCIL Meeting Date: September 29, 2025

Agenda Item Type: CONSENT

Department: CPDS - MANAGEMENT & SUPPORT

Responsible Staff: MANISHA TEWARI

Subject

Appointment of Manisha Tewari, Planning and Research Manager of Community Planning and Development Services (CPDS), as the City of Rockville Representative to the Town Square Condominium Board, Replacing the prior Deputy Director of CPDS, Jenny Snapp.

Department

CPDS - Management & Support

Recommendation

Staff recommends that the Mayor and Council appoint Planning and Research Manager of Community Planning and Development Services Manisha Tewari as the City of Rockville Representative to the Town Square Condominium Board, replacing Deputy Director Jenny Snapp.

Discussion

Rockville Town Square consists of five blocks, each of which has a condominium association represented by the respective owners of each block. These owners must delegate a representative to the Rockville Town Square Master Condominium Board. The City owns portions of Block 1/2, Block 3A, Block 4 and Block 5. The City's ownership of Block 1/2, Block 4 and Block 5 is limited to the Parking Garages. The City's Block 3A ownership includes the Arts and Innovation Center where VisArts is located. See Attachment A for a summary of each block's ownership. Each block's condominium association has an agreement delegating the management of common areas to Morguard. Several other agreements were established to delegate the management of the Plaza, the private sidewalks, and the Parking Garages to Morguard.

The City's Condominium Board representative votes on behalf of the City and serves as liaison to the Town Square block owners, residents, and business owners.

Past City representatives have been:

- Arthur Chambers, Director of Community Planning and Development Services

- Burt Hall, Director of Recreation and Parks
- Gavin Cohen, Chief Financial Officer
- David Levy, Assistant Director of Community Planning and Development Services
- James Woods, Deputy Director, Public Works
- Jenny Snapp, Deputy Director, Community Planning and Development Services

Jenny Snapp departed the City on August 8, 2025.

The meetings are held quarterly. The last meeting was held on May 19, 2025. The next meeting as scheduled on August 26, 2025, was cancelled, therefore city staff did not need to participate. The next quarter meeting is scheduled in November (date to be determined).

Manisha Tewari has been briefed of the roles and responsibility of the City's Condominium Board representative by both James Wood and Jenny Snapp, who were the previously designated representatives. Ms. Tewari has worked at Rockville in CPDS for over 15 years and has been involved in key Town Center projects during that time.

The City Manager recommends that the Mayor and Council appoint Manisha Tewari, Planning and Research Manager of Community Planning and Development Services to the Rockville Town Square Condominium Board representing the City for Blocks 1/2, 3A, 4 and 5.

Mayor and Council History

The Mayor and Council appointed Jenny Snapp as the City's representative to the Rockville Town Square Condominium Board through a unanimous motion adopted at the Mayor and Council meeting on February 12, 2024.

Next Steps

Once appointed by the Mayor and Council, Manisha Tewari will begin attending the quarterly Rockville Town Square Condominium Board meetings representing the City and serve as the City's Town Square liaison.

Attachments

Rockville Town Square Block Ownership

Rockville Town Square Block Ownership - January 2024

		Owner				
		City of Rockville	Morguard (Retail)	Morguard (Residential)	Palladian	Montgomery County
Block/Property	1/2	Yes (Parking)	Yes	Yes	No	No
	3A	Yes (VisArts)	Yes	No	No	Yes (Innovation Center)
	3B	No	Yes	Yes	No	No
	4	Yes (Parking)	Yes	Yes	Yes (Parking)	No
	5	Yes (Parking)	Yes	No	Yes	No
	Plaza ¹	Yes	No	No	No	No
	Library ²	No	Yes	No	No	Yes

¹ The Plaza is owned by the City but managed by Morguard

² The Rockville Library is owned by Montgomery County but is not part of the Rockville Town Square Condominium



MAYOR AND COUNCIL Meeting Date: September 29, 2025

Agenda Item Type: CONSENT

Department: POLICE

Responsible Staff: CHIEF JASON WEST

Subject

Authorize the City Manager to enter into a service agreement with Off Duty Management to schedule, invoice and provide reimbursement to the City of Rockville when off-duty Rockville City Police Department officers are hired to provide security services at events in the City of Rockville.

Department

Police

Recommendation

Staff recommends the Mayor and Council authorize the City Manager to enter into a service agreement with Off Duty Management to schedule, invoice and provide reimbursement to the City of Rockville when Rockville City Police Department officers are hired to provide security services at events in the City of Rockville.

Change in Law or Policy

None

Discussion

The Rockville City Police Department (RCPD) permits off-duty police officers to be hired through the Department by private entities to provide security related services at events in the City of Rockville. This is a service that benefits the private entities in the City of Rockville, provides for additional safety and security and allows for RCPD officers to earn extra income. Currently, the RCPD does not utilize any available technology to assist in the scheduling, managing, or invoicing for these services. These services are handled by a police commander and requires an inordinate amount of staff time.

RCPD has found the relationship Off Duty Management has with other departments is a cost saving measure and will improve efficiencies. Off Duty Management offers a web-based platform and mobile phone application which will allow police officers to take these voluntary assignments. Currently, officers come to the police station to sign up for these events. The Off

Duty Management program will allow all officers to have the ability to volunteer for these assignments electronically.

A link on the Department's website will lead private entities to the Off Duty Management website where they will request security services. Off Duty Management will then notify all RCPD officers of the new event and the officer can sign up for the event on the application, 'Officer Trak'. Events will be awarded on a rotating basis ensuring all officers have equal opportunity to work the events and to reduce officer burnout. The assignment for events will also be monitored by a police commander.

Once the security assignment is complete, Off Duty Management will invoice the private entity and will then submit reimbursement to the City of Rockville for the time worked. This will alleviate having a police commander send invoices and collect fees from the private entity. The program will be more efficient than the current scheduling system used by the RCPD. Off Duty Management collects their service fee directly from the private entity who requested security service.

The agreement with Off Duty Management will have no cost to the City of Rockville. There are no software or installation fees. Off Duty Management will also allow the RCPD to use their platform, at no charge, to schedule personnel for events sponsored by the City of Rockville, where there is no outside employer.

Mayor and Council History

A service agreement with Off Duty Management has never come before the Mayor and Council.

Fiscal Impact

None

Next Steps

Upon Mayor and Council approval, the City Manager will enter into a service agreement with Off Duty Management to schedule, invoice and provide reimbursement to the City of Rockville when off-duty Rockville City Police Department officers are hired to provide security services at events in the City of Rockville.

Attachments

Off Duty Management Services Agreement, Officer Trak Terms and Conditions



Services Agreement

This Services Agreement (“**Agreement**”) is entered into as of September 30, 2025 (the “**Effective Date**”) and is between OFF DUTY MANAGEMENT, Inc., a Texas corporation, with offices located at 1906 Avenue D, #200, Katy, Texas 77493 (“**ODM**”) and The Mayor and Council of Rockville, a body politic and municipal corporation of the State of Maryland acting through the City Manager, with offices located at 111 Maryland Ave., Rockville, Maryland 20850 (“**Agency**”). ODM and Agency are sometimes individually referred to herein as “**Party**” and collectively as the “**Parties**.”

In consideration of the reciprocal promises, covenants, and agreements contained in this Agreement, and for other good and valuable consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties hereby agree as follows.

1. Services

- 1.1 **Statement of Work and the Services.** ODM shall perform, at its sole expense, the support services for the coordination, management, and provision of Agency’s off duty uniformed officer (“**Officers**”) outside employment services (the “**Services**”) to third-party customer (“**Customers**”) as described in this Agreement and the statement of work attached hereto and incorporated herein as Exhibit A (“**Statement of Work**”). ODM shall provide the requisite employees, agents, and independent contractors (collectively, “**Staff**”) and resources necessary to provide Agency with the Services.
- 1.2 **Invoicing and Payment.** Agency acknowledges that ODM will charge Customers the officer’s pay rate plus an administrative fee per assignment with a Customer (each, an “**Assignment**”) as specified in the Statement of Work and any applicable sales tax if required by any state or local taxing authority. ODM reserves the right to require Customers to either prepay or pay by credit card for the Assignment, including any applicable administrative fee and sales tax. Customer shall pay ODM’s invoice within thirty (30) days after the date that Customer receives such invoice. An overdue payment charge of 1.5% per month may be imposed by ODM on all past due, undisputed balances. Where state law mandates a lower past due payment charge, the overdue payment charge shall be lowered to the highest rate that is legally permitted. If payment of such unpaid, past due, and undisputed amounts is not promptly received in accordance with the terms hereof, then ODM will have the option to terminate services with Customer following ODM’s provision of at least two (2) days’ notice to Customer. For Customers paying by credit or with a debit card, there will be an additional 3.0% bank fee assessed. ODM may change the administrative fee it charges to Customers annually on thirty (30) days’ notice to Customers and Agency.
- 1.3 **Permits and Licenses.** ODM shall obtain and maintain, at its sole expense, all necessary permits, licenses, and government approvals needed to perform its obligations under this Agreement. To the extent possible and requested by ODM, Agency shall provide reasonable assistance in obtaining such permits, licenses, and government approvals.
- 1.4 **Business Name.** ODM shall conduct business under its own name. ODM shall not use Agency’s name in providing the Services.
- 1.5 **ODM’s Judgment.** ODM shall determine the specific time and manner in which the Services are performed pursuant to this Agreement, and the resources that are used to perform such Services. Agency shall have no authority to direct the day-to-day activities of ODM or any of ODM’s Staff. Agency retains sole authority and responsibility for Officers’ behavior when working off-duty for a Customer on an Assignment.

2. Term and Termination

- 2.1 **Term.** This Agreement commences on the Effective Date and shall continue in full force and effect until terminated in accordance with Section 2.2 (the “**Term**”).
- 2.2 **Termination.** Either Party may terminate this Agreement for convenience and without cause, at any time, by giving the other Party thirty (30) days advance written notice designating the date of termination. Each Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach from the other Party.

3. Relationship

- 3.1 Agency and ODM agree that neither Party has the authority to bind or make any commitment on behalf of the other, nor are any of either Party's employees entitled to any employment rights or benefits of the other Party.
- 3.2 Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employer/employee relationship for any purpose.
- 3.3 Agency is interested in the end results to be achieved by this Agreement, and ODM shall have full power and authority to select the means, manner, mode, and methods of performing the Services hereunder, subject to compliance with performance and quality control standards mutually agreed to by the Parties.
- 3.4 ODM shall be solely responsible for paying the wages or other compensation of its Staff and all related withholding taxes, workers' compensation insurance, and other obligations pertaining to its Staff.

4. Confidential Information

- 4.1 Definition of Confidential Information. Any non-public information disclosed by either Agency or ODM (in such capacity, the "Disclosing Party") to the other Party (in such capacity, the "Receiving Party") and marked as "Confidential," or any other non-public information the confidential nature of which is reasonably obvious from the content of the information and context of the disclosure (collectively, "Confidential Information") shall be treated by Receiving Party as confidential information of the Disclosing Party. The Confidential Information includes, but is not limited to, personal, consumer, customer, Agency, or employee information; business plans, marketing information, cost estimates, forecasts, bid and proposal data, or financial data; and formulae, products, processes, procedures, programs, inventions, systems, and designs of the Disclosing Party.
- 4.2 Ownership and Use. The Receiving Party acknowledges that all Confidential Information remains the property of the Disclosing Party. The Receiving Party agrees not to use any Confidential Information for any purpose except to perform its obligations under this Agreement. The Receiving Party shall keep all Confidential Information in confidence and shall not disclose any Confidential Information to any third party without the prior approval of the Disclosing Party. Such obligations do not apply to information that (i) is or hereafter becomes generally known to the public without any breach of this Section 4 by the Receiving Party; (ii) is hereafter furnished to the Receiving Party by a third party without restriction on disclosure; (iii) is independently created by the Receiving Party without usage of the Disclosing Party's Confidential Information; or (iv) was known by the Receiving Party prior to its disclosure by the Disclosing Party.
- 4.3 Compelled Disclosure. In the event the Receiving Party becomes or may become legally compelled to disclose any Confidential Information (whether by deposition, interrogatory, request for documents, subpoena, civil investigative demand or other process, the requirements of any exchange on which the securities of such Party are listed, or otherwise), the Receiving Party shall provide to the Disclosing Party prompt prior written notice of such requirement (unless legally prohibited) so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement.
- 4.4 Protection. ODM will implement and maintain commercially reasonable physical, technical, and administrative measure for Agency's Confidential Information in the possession, custody, or control of ODM in order to (i) safeguard the security and confidentiality of the Confidential Information; (ii) protect against anticipated threats or hazards to the security or integrity of such Confidential Information; and (iii) protect against unauthorized access to or use of such Confidential Information. ODM has established and will follow procedures for all employees with access to Agency's Confidential Information to protect the privacy of such information. At a minimum: (a) ODM shall not transmit Agency's Confidential Information across unsecured communication channels and shall use commercially reasonable efforts to ensure that all Agency's Confidential Information, whether in transmission or storage, is secured against unauthorized access and/or distribution through encryption, authentication, and robust access, distribution, and replication controls; (b) ODM shall implement security assessment tools to monitor the system resources and security controls; (c) ODM shall implement and maintain detection and intrusion response and recovery plans for monitoring potential unauthorized access to its systems and shall maintain regularly updated anti-virus and spyware software on all computers (laptops, desktops, servers, etc.) connected to its network; and (d) ODM shall implement and maintain security alert mechanisms to generate alerts on attempted breaches and attacks that could compromise the integrity of Agency's Confidential Information.
- 4.5 Security. ODM will notify Agency as soon as possible in the event ODM believes or has reason to believe that either a loss of Agency's Confidential Information or a security breach relating to the same has occurred and will provide Agency any available information relating to the breach.

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- 4.6 **Return.** Within five days following the earlier of (i) the request of the Disclosing Party; or (ii) the expiration or termination of this Agreement, the Receiving Party shall return to the Disclosing Party (or, at the Disclosing Party's instruction, destroy) all of the Disclosing Party's Confidential Information. If the Disclosing Party requests destruction, such Confidential Information must be destroyed by modifying, shredding, erasing, or otherwise making the information unreadable or undecipherable. Notwithstanding the foregoing, the Receiving Party may retain copies of the Disclosing Party's Confidential Information if required by applicable law, regulation, or bona fide records retention policy, subject to the ongoing obligations of nondisclosure and nonuse herein in accordance with the terms hereof. In addition, the Receiving Party shall not be required to return or destroy any documents or information to the extent the same have been backed up in accordance with the Receiving Party's backup of its systems.
- 4.7 **Injunctive Relief.** The Parties acknowledge that the Disclosing Party may not have an adequate remedy at law in the event of any breach or threatened breach of this Section 4 pertaining to the Disclosing Party's Confidential Information and that the Disclosing Party may suffer irreparable injury as a result. In the event of any such breach or threatened breach of this Section 4, the Receiving Party hereby consents to the Disclosing Party seeking injunctive relief without the posting of any bond or other security.

5. Trademarks and Intellectual Property

- 5.1 Except as expressly stated herein, each party retains all rights, title, and interest in and to its intellectual property.
- 5.2 ODM is, and shall be, the sole and exclusive owner of all right, title, and interest in and to all intellectual property developed and/or deployed in the performance of the Services, including any methods, systems, plans, software (including the OfficerTRAK® software), tools, and equipment.
- 5.3 The performance of the Services may require Agency to make use of ODM's technology, such as, but not limited to, the OfficerTRAK® software, the use of which requires the acknowledgment and agreement to the terms and conditions thereof. Agency acknowledges and agrees that failure to comply with the terms of use thereof constitutes a breach of Agency's obligations hereunder.
- 5.4 During the Term, ODM shall have the right, but not the obligation, to publicly announce (e.g., on ODM's website and other promotional materials) that Agency is a customer of ODM and a user of the Services. This right includes the use of the agency insignia (badge/patch). Following the Term, ODM may reference Agency as a past customer.

6. Warranties; Disclaimer; Indemnification

- 6.1 ODM represents and warrants that all Services shall be performed: (i) in a professional, workmanlike, and timely manner; (ii) in accordance with generally accepted standards for the industry; (iii) in compliance with all Agency policies and procedures related to off-duty or secondary employment provided in writing to ODM ("**Agency Policies**") and all laws, rules, and regulations applicable to the Services and/or ODM in its performance and delivery of the Services ("**Applicable Laws**"). Should those Agency Policies or Applicable Laws change after the Effective Date, ODM may be entitled to an equitable adjustment to this Agreement, including an immediate increase in the administrative fee it charges to Customers.
- 6.2 Except as expressly set forth in Section 6.1, ODM hereby disclaims all other representations and warranties, whether express or implied.

7. Insurance

ODM, at its own cost and expense, will maintain the following minimum insurance coverages throughout the Term of this Agreement with an insurance carrier which is at least rated "A-" or "VII" by A.M. Best (or equivalent, if not rated by A.M. Best):

General Liability	\$1,000,000 each occurrence/\$5,000,000 aggregate
Employer's Liability	\$1,000,000 each occurrence
Workers Compensation	Not provided
Automobile Liability	\$1,000,000 (excludes collision insurance)
Cyber	\$2,000,000 each occurrence

A combination of primary and excess/umbrella liability policies will be acceptable to meet the limits specifically required hereunder. All certificates of insurance shall name Agency as an additional insured with respect to general liability coverage and shall require that Agency be provided with at least thirty (30) days advance written notice of cancellation. General Liability insurance shall cover claims for bodily injury, death, personal injury, and property damage occurring during the performance of the Services. ODM shall provide certificates of insurance to Agency prior to the Effective Date and thereafter upon the renewal of all policies to be maintained hereunder.

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8. General Provisions

8.1 **Notices.** Legal notices under this Agreement (other than routine operational communications) shall be in writing. Notices may be served by certified mail, postage paid with return receipt requested; by private courier, prepaid; by facsimile, or other telecommunication devices capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered three (3) days after mailing, properly addressed. Couriered notices shall be deemed delivered on the date that the courier represents that delivery will occur. Telecommunicated notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a Party changes its address by giving notice to the other Party as provided herein, notices shall be delivered to the Parties as follows:

If to ODM, to: 1906 Ave D, #200, Katy, Texas 77493; and If to Agency, to:

Attn: Chief of Police, Rockville City Police Department, 2 W Montgomery Avenue, Rockville, Maryland 20850

8.2 **Assignment and Delegation.** Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other Party. Any assignment or other transfer in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

8.3 **Governing Law/Jurisdiction.** This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Maryland, without reference to the choice of law rules thereof. Each of the Parties hereby irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts located in the State of Maryland for any such disputes, and hereby irrevocably waives any objections to the laying of venue in such courts.

8.4 **Attorneys' Fees and Court Costs.** If any suit or action arising out of or related to this Agreement is brought by any Party, the prevailing Party shall be entitled to apply to the courts for the recovery of any direct and reasonable costs and fees (including, without limitation, direct and reasonable attorney fees, the fees and costs of experts and consultants) incurred by such Party in such suit or action, including, without limitation, any post-trial or appellate proceeding.

8.5 **Limitation of Liability.** EXCEPT IN CONNECTION WITH A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD: (I) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM SUCH OTHER PARTY'S RIGHTS) FOR CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF USE, OR LOSS OF GOODWILL OR REPUTATION) WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF; AND (II) EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE ADMINISTRATIVE FEES PAID TO ODM BY CUSTOMERS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES.

8.6 **Entire Agreement.** This Agreement, including Exhibit A, constitutes the final, complete, and exclusive statement of the agreement between the Parties with respect to the subject matter hereof and cannot be altered, amended, or modified except in writing signed by an authorized representative of each Party. If there is any conflict between the terms set forth in body of this Agreement and Exhibit A, the terms in the body of this Agreement shall control.

8.7 **Headings.** The section headings in this Agreement are included for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

8.8 **Survival.** The following provisions shall survive expiration or termination of the Agreement: Sections 3, 4, 5.1, 5.2, 5.4, 6.2, and 8.

8.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. Further, each Party agrees to accept signature pages via fax, PDF, DocuSign, and similar electronic means as originals.

8.10 **Severability.** In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.

- 8.11 Employment Contracts. Any responsibility and/or liability with regard to any employment contract between Agency and any Officer assigned to a Customer worksite shall be the exclusive responsibility and/or liability of Agency, and ODM shall not be a party to any such agreement. ODM will have neither responsibility nor liability in connection with, or arising out of, any such employment contract except to prepare checks and to pay any such Officer who is a party to such a contract, in conformity with the information provided by Agency. With respect to any employment contract between Agency and any Officer assigned to a Customer worksite, Agency shall be acting solely on its own volition and responsibility with regard to all aspects of any such contract, including, but not limited to, its negotiation, compliance, implementation, renewal, enforcement, and termination.
- 8.12 Authority. This Agreement shall be valid and enforceable only upon signature by an authorized person with authority to execute this Agreement on behalf of each Party. The individual signing this Agreement on behalf of a Party represents, warrants, and guarantees that he or she has full authority to do so. Each Party represents that it has the power and actual authority to enter into this Agreement and to be bound by the conditions and terms contained herein.
- 8.13 Waiver. No delay or omission by a Party in exercising any right or remedy under this Agreement shall operate to impair such right or remedy or be construed as a waiver thereof.
- 8.14 Force Majeure. Neither Party shall be liable to the other Party in any manner whatsoever if it is unable to perform any of its obligations under this Agreement due to any cause beyond its reasonable control, including, but not limited to, acts of God, war, national emergency, riots, civil commotion, terrorism, fire, explosion, flood, epidemic, acts of Government, highway authorities, telecommunications network operators, hosting providers, or interruption of, or inability in obtaining, supplies or services from third parties.

CONFIDENTIAL

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Off Duty Management, Inc:

By: _____

Printed Name: Sherry Rowley

Title: Chief Executive Officer

Date: _____

Mayor and Council of Rockville:

By: _____

Printed Name: Jeff Mihelich

Title: City Manager

Date: _____

Rockville City Police Department:

By: _____

Printed Name: Jason West

Title: Chief of Police

Date: _____

Reviewed For Legal Sufficiency

By: _____

Printed Name: Cynthia Walters

Title: Deputy City Attorney

Date: _____

Scope of Services

ODM will manage all external Customer requests for the off-duty Officers outside employment services as of ODM's publication of the first Assignment. ODM will manage the following for Agency in connection with the Assignments:

- Scheduling
- Provide weekly reporting on actual officer hours worked
- Invoicing/collections

Policies/Procedures

- ODM will comply with all applicable Agency Policies.
- ODM will coordinate with Agency should there be any questions regarding a Customer or Assignment.
- Agency will modify its existing Agency Policies to incorporate ODM management and administration.

Rates and Fees

- ODM will provide weekly reports on actual hours worked by the officers and total weekly hours worked for the agency.
- ODM will pay the City of Rockville weekly for total off-duty hours worked by officers from Rockville Police Department based on the Pay Rate Chart.
- One cumulative sum will then be distributed to the city weekly to process all officer pay and city administration fees accordingly.
- The City of Rockville will pay their officers internally every two weeks. The City of Rockville will maintain the responsibility to calculate and pay officers according to internal payroll standards for off-duty work at a rate of time and half their current officer salary.

Pay Rates

Type	Hourly Rate	Notes
Regular	\$80.00	
Traffic	\$80.00	
Supervisor	\$80.00	
Holiday*	\$200.00	2.5 times regular rate
Emergency**	\$100.00	

* The holiday rate will apply to the following days: New Year's Day, MLK Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, National Elections

Agency Vehicle Fees

- Agency vehicle fee is \$N/A per hour.
- Agency vehicle fees will be sent to the city finance department weekly via ACH.
- Agency is responsible for carrying collision insurance on any Agency vehicles used in connection with an Assignment.

Customer Fees

- Officer hourly pay rate plus 9 % ODM administrative fee per hour.
- Agency vehicle hourly fee plus N/A% ODM administrative fee per hour.

Scheduling

Assignment Selection

- Assignments will be pushed out to Officers via OfficerTRAK® to their mobile devices once received and approved by Agency.
- Officers will select and work shifts on a rotating basis, if they work an event, they go to the bottom of the list to select. New jobs with less than a week's notice will be first-come, first-served basis.

Minimum and Maximum per Shift Work

- 4 hours minimum per Assignment.
- Officers are limited to working a (off-duty) total of 25 hours weekly (monitored by Agency).

Minimum Job Notification

- 48 hours prior to shift start required for Assignments.
- If a request is received fewer than 48 hours prior to Assignment, the emergency pay rate goes into effect.

Agency Assignment

- Requests submitted through Agency’s website will default to that Agency in OfficerTRAK®, regardless of location.
- The following agencies will serve as backups for Agency, and Agency must have an agreement with such agencies relating to the same:
 - N/A

Insurance Coverages

- ODM will provide insurance coverage as set forth in the Agreement.

OfficerTRAK® Software

- Officers working for Customer will be required to use the OfficerTRAK® mobile app.
- Agency will be provided access to OfficerTRAK® to view Assignments requested through Agency.
- ODM will provide Agency access to OfficerTRAK® software to create and manage Internal Assignments only (limited to Agency and city Assignments). Assignments and ODM will be viewed by Officers in the same app. ODM will maintain Officer information for both databases.
- Agency will create a web page with a link to OfficerTRAK® for Customers to request service online.

OfficerTRAK® Training

ODM will provide the following training to Agency and Officers:

Online

- Administrators – training guides and virtual training
- Officers – training guides and practice jobs

OR

Onsite

- Administrators – training guides and onsite training
- Officers – training guides, practice jobs, and onsite training



Terms and Conditions of Use

PLEASE READ THESE TERMS OF USE (“AGREEMENT” OR “TERMS OF USE”) CAREFULLY BEFORE USING THE WEBSITE AND WEB-BASED SERVICES (hereinafter “OfficerTRAK Platform”) offered by OfficerTRAK, Inc. (hereinafter “OfficerTRAK”), a wholly owned subsidiary of Off Duty Management, Inc. (“ODM”). THIS AGREEMENT SETS FORTH LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF [HTTPS://WWW.OFFICERTRAK.COM](https://www.officertrak.com) AND ALL RELATED OfficerTRAK WEB-BASED SERVICES.

The OfficerTRAK Platform is provided solely for use by Clients of ODM (“Clients”) and other authorized individuals to arrange and schedule security services (hereinafter “OfficerTRAK Services”). If you are a Client, you must agree to act in accordance with these Terms of Use.

Your Use of Services

To use most aspects of OfficerTRAK Services, you are required to register and obtain and maintain a user account (hereinafter “User Account”). User Account registration requires you to submit to OfficerTRAK certain information. You agree to maintain accurate, complete, and up-to-date information in your User Account. Failure to do so may result in your inability to access and use the OfficerTRAK Services. You are responsible for all activity that occurs under your User Account.

License

Subject to this Agreement, ODM, through its OfficerTRAK subsidiary, grants you a limited, non-exclusive, and non-transferable license to access, stream, download, and use the OfficerTRAK Platform in accordance with this Agreement.

Reservation of Rights

You acknowledge and agree that the OfficerTRAK Platform is provided under license, and not sold, to you. You do not acquire any ownership interest in the OfficerTRAK Platform under this Agreement, or any other rights thereto, other than to use the OfficerTRAK Platform in accordance with the license granted, and subject to this Agreement. ODM and OfficerTRAK reserve and shall retain their entire right, title, and interest in and to the OfficerTRAK Platform, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted in this Agreement.

Responsibility of User

As a user of the OfficerTRAK Platform, you are solely responsible for protecting your account (i.e., your user ID and password) that has been provided to you by OfficerTRAK now or in the future. You are also solely responsible for securing your password and computer devices, as well as restricting access to your password and your computer devices while logged into the OfficerTRAK Platform. You agree to accept responsibility for all activities that occur under your account or from your computer devices. You agree to immediately notify ODM of any unauthorized use of your account or password or any other breach of security and to accept all risks of unauthorized access to any content or other information you provide through the OfficerTRAK Platform.

Restrictions on Use

You may not use the OfficerTRAK Platform for anything other than a lawful, legitimate, and authorized purpose. You may not reproduce, upload, download, record, post, transmit, distribute, store or archive any part of the OfficerTRAK Platform content without obtaining written express consent from ODM. Prohibited uses of the OfficerTRAK Platform additionally include, but are not limited to, the following: (a) conducting any deceptive and unfair trade practices; (b) placement on the OfficerTRAK Platform of any untrue, malicious, fraudulent, harassing, offensive, or defamatory material, or any material that is irrelevant to legitimate use of the OfficerTRAK Platform; (c) introduction of viruses, worms, or other programming routines that are intended to disrupt or interfere with the intended operation of the OfficerTRAK Platform; (d) promotion of any unlawful activity or purpose, including any activity that could give rise to criminal or civil liability; (e) unauthorized alteration of any data or information supplied by another user of the OfficerTRAK Platform; (f) any activity that infringes on the copyright, patent, trademark, or other rights of any person or entity; (g) modification of software related to the OfficerTRAK Platform (hereinafter "Software"); (h) any effort by you to translate, reverse engineer, decompile, decrypt, extract, disassemble (except to the extent applicable laws specifically prohibit such restriction), or otherwise attempt to discover any programming or source code of the OfficerTRAK Platform or its Software, in whole or in part; or (j) removal of any patent, copyright, trade secret, trademark or other restrictive and proprietary notices or labels from the OfficerTRAK Platform or its Software or documentation. If you engage in a prohibited use of the OfficerTRAK Platform, ODM has the right to prohibit you from any future use of the OfficerTRAK Platform. Any content You introduce to the OfficerTRAK Platform as a result of or which constitutes an impermissible use, as determined in the sole discretion of OfficerTRAK, may be removed from the OfficerTRAK Platform. If you engage in a prohibited use of the OfficerTRAK Platform, you will be liable to ODM for any damages it incurs as a result.

Confidential Information

Confidential information includes non-public information related to OfficerTRAK clients, partners, suppliers, and other contractors, as well as any other information disclosed to or obtained by you that you reasonably should recognize as confidential under the circumstances.

Notwithstanding the above, You may disclose Confidential Information if so required by law, including, without limitation, (including pursuant to a court order or subpoena), so long as you give ODM and/or identified individual reasonable notice and the opportunity to oppose such disclosure. You shall not otherwise directly or indirectly disclose, copy, distribute, republish, or allow any third party to have access to or use any Confidential Information without the prior express written permission of ODM or the identified individual. You shall not take any action of any kind in any way based upon the Confidential Information disclosed or made available by OfficerTRAK which directly or indirectly might interfere in any way with, or have an adverse effect on, the business of OfficerTRAK or the business or contracts of its Clients, or with the existing business relationships of OfficerTRAK with its Clients, respective employees, suppliers, customers, or third parties.

Proprietary Rights

You acknowledge and agree that the OfficerTRAK Platform, the services provided through OfficerTRAK Platform, and the OfficerTRAK Software contain proprietary and Confidential Information, including but not limited to text, graphics, logos, icons, images, and the arrangement and compilation of such content, which is protected by applicable intellectual property laws and other laws. Except as expressly permitted by OfficerTRAK, You agree not to copy, modify, rent, lease, loan, sell, distribute, repost, publicly display, use for any commercial purposes, or create derivative works based on the OfficerTRAK Platform or the OfficerTRAK Software, in whole or in part, without the prior express written permission of ODM. You agree and acknowledge that OfficerTRAK, including all associated proprietary information and rights, includes a proprietary design, process, and method protected by copyright, trademark, trade secret, or other intellectual property rights owned by OfficerTRAK, and You expressly agree, covenant, and warrant that You shall not intentionally infringe upon these rights.

Disclaimer of Warranties

THE OFFICERTRAK PLATFORM IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ODM AND OFFICERTRAK EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE OFFICERTRAK PLATFORM INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, ODM AND OFFICERTRAK PROVIDE NO WARRANTY OR UNDERTAKING, AND MAKE NO REPRESENTATION OF ANY KIND THAT THE OFFICERTRAK PLATFORM WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATION, SYSTEM, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

Links

ODM and OfficerTRAK may provide, via the OfficerTRAK Platform, links to other websites or resources. Because neither ODM nor OfficerTRAK has ownership or control over such sites and resources, you acknowledge and agree that neither ODM nor OfficerTRAK shall be responsible for the availability of such external sites or resources, and neither ODM nor OfficerTRAK endorses or is responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that neither ODM nor OfficerTRAK shall

be responsible or liable, directly or indirectly, for any damage or loss to you caused or alleged to be caused by or in connection with the use of or reliance on the OfficerTRAK Platform or any Third-Party Site, or any content, goods or services available on or through any such site or resource.

Privacy and Security

OfficerTRAK maintains personally identifiable information collected through the use of the OfficerTRAK Platform in the strictest confidence. OfficerTRAK's Privacy Policy outlines how OfficerTRAK collects, uses, and secures your personally identifiable information. You are required to read the full Privacy Policy and provide affirmative consent prior to the use of the OfficerTRAK Platform and OfficerTRAK Services. The Privacy Policy can be found at <https://www.officertrak.com/privacy-policy>.

Limitation of Liability

OFFICETRAK SHALL NOT BE LIABLE FOR ANY LIABILITY ARISING FROM NEGLIGENT ACTIONS OR INACTIONS ARISING FROM OR RELATED TO ANY LOSS DUE TO PERSONAL INJURY, PROPERTY DAMAGE, ANY LOSS OF PROFITS, SAVINGS, OR GOODWILL, LOSS OR INACCURACY OF DATA, OR ANY INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOSS, COST, EXPENSE (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE) THAT RESULT FROM YOUR USE OF THE OFFICETRAK PLATFORM OR OFFICERTRAK SERVICES, INCLUDING BUT NOT LIMITED TO YOUR INABILITY TO USE THE OFFICERTRAK PLATFORM FOR ANY REASON (E.G., UNAUTHORIZED USE OR ACCESS OF YOUR ACCOUNT, ANY INTERRUPTION OF SERVICE, COMPUTER VIRUS) FOR USE OF THE OFFICERTRAK PLATFORM, EVEN IF ODM OF OFFICERTRAK OR AN AUTHORIZED REPRESENTATIVE OF ODM OR OFFICERTRAK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

Miscellaneous

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Section headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. ODM's failure to act with respect to a breach of this Agreement by you or others does not waive its right to act with respect to subsequent or similar breaches. This Agreement, and all documents incorporated herein by reference, set forth and constitute the entire understanding and agreement between us with respect to the subject matter hereof.





MAYOR AND COUNCIL Meeting Date: September 29, 2025
Agenda Item Type: CONSENT
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: SARA TAYLOR-FERRELL

Subject

Approval of Minutes

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommends the Mayor and Council approve the following minutes:

July 14, 2025 (Meeting No. 18-25)
July 21, 2025 (Meeting No. 19-25)
August 4, 2025 (Meeting No. 20-25)
September 8, 2025 (Meeting No. 21-25)

Attachments



MAYOR AND COUNCIL Meeting Date: September 29, 2025
Agenda Item Type: WORKSESSION
Department: PW - TRAFFIC & TRANSPORTATION
Responsible Staff: BRYAN BARNETT-WOODS

Subject

Transportation and Mobility Commission Annual Report

Department

PW - Traffic & Transportation

Recommendation

Staff recommends that the Mayor and Council receive the presentation of the Transportation and Mobility Commission (TMC) Report.

Discussion

The Transportation and Mobility Commission (TMC) was established in Chapter 2, Administration, Article III, Board, Commissions, Etc., in the City Code by the Mayor and Council on March 27, 2023. The TMC replaced the Traffic and Transportation Commission, which had been established by Resolution 28-72 by the Mayor and Council in 1972.

The TMC serves the City of Rockville through several efforts. Primarily, the TMC provides advice, comments and recommendations for the Mayor and Council and the Planning Commission regarding transportation issues in the city. This includes providing comments on city projects, suggestions for the annual budget, support and guidance for grant application efforts, and recommendations for larger development applications. Additionally, the TMC discusses transportation issues in the City and provides a forum for residents and stakeholders to raise their transportation related concerns. Lastly, the TMC administers the designation and revocation of residential parking permit districts and advises the Mayor and Council regarding the naming of newly constructed bridges.

The TMC report (Attachment 1) and the presentation slides (Attachment 2) are included in this agenda to help facilitate this discussion. Also included is correspondence from the TMC between August 2024 and September 2025 (Attachment 3).

Mayor and Council History

The Mayor and Council received the last annual report from the TMC on August 5, 2024.

Public Notification and Engagement

The TMC meets virtually on the fourth Tuesday of every month at 7:00 PM. The meeting agenda and virtual meeting link are available on the city's online calendar and agenda center prior to the meeting date.

Meetings are open to the public and everyone interested is welcome to attend. Each meeting includes a "Community Forum" agenda item, where participants can raise transportation concerns or share transportation related information.

Next Steps

The TMC will continue to meet each month to discuss important transportation issues for the City of Rockville. Moreover, the commission will continue to provide guidance to the Mayor and Council and Planning Commission as related to ongoing and planned transportation projects, development applications, and master plans.

The TMC welcomes everyone to attend future TMC meetings.

Attachments

Attachment 1 - TMC Report - 9-29-2025_v2, Attachment 2 - TMC Presentation - 9-29-2025_v2, Attachment 3 - TMC Correspondence 08-2024 to 08-2025_v2

City of Rockville Transportation and Mobility Commission 2025 Report to the Mayor and Council

September 29, 2025

Introduction

The Transportation and Mobility Commission (TMC) is a Mayor and Council appointed commission that focuses on walking, rolling, bicycling, transit, and driving. The TMC primarily serves to provide guidance to the Mayor and Council and Planning Commission as it relates to multimodal transportation issues in the City. The TMC recognizes that an effective transportation network contributes to economic development, sustainable communities, social activity, equity, and resiliency in Rockville.

Advice Given to the City

Over the past year, the TMC has submitted comments and recommendations on the following topics to the Mayor and Council and City Staff.

- Red light camera enforcement
- Transportation comments and considerations for the Rockville Metrorail Station Visioning Plan
- Support for establishing a designated residential permit parking area along the 1000 and 1100 blocks of Lewis Avenue
- Support for the City's FY 26 Regional Roadway Safety Program grant project to study Complete Streets improvements on Rollins Avenue
- Budget priorities for FY 26 and recognition of Mayor and Council funding for multimodal transportation improvements
- Transportation comments and considerations for the Congressional Lane Complete Streets study
- Transportation comments and considerations for the E. Jefferson Street and Halpine Road bicycle facilities study and design project

How the TMC can serve the City of Rockville

The TMC is a dedicated, informed, resident-led commission that can provide the Mayor and Council with additional comments and recommendations from the community regarding a variety of transportation projects. The TMC regularly hears from transportation, enforcement, and policy experts, is educated on current topics, and actively participates in the City's transportation and Vision Zero projects. The TMC also frequently collaborates with the Rockville Bicycle Advisory Committee and the Rockville Pedestrian Advocacy Committee, bringing forward consistent advice among the committees. The TMC welcomes the opportunity to respond to requests from the Mayor and Council and explore issues in depth to provide key insight and opportunities for Rockville.

Guiding Principles

The TMC seeks to support the City's efforts to achieve Vision Zero, increase accessibility for people of all abilities, and expand multimodal facilities. There are several guiding principles which help direct the TMC towards meeting these goals.

Multimodal – The TMC recognizes a multimodal transportation system as one that meets the travel needs of all people, ensuring that they are able to travel safely, conveniently, and directly. Investing in multimodal transportation will grant residents more freedom of choice regarding their travel options and increase access across the City, especially in communities that have been historically neglected or are not as motor vehicle oriented.

Safety– A safe transportation network can reduce and ultimately eliminate crashes resulting in serious injuries and fatalities as well as increase the perceived safety for everyone. The TMC explores transportation hazards for all modes and works to identify priorities and budget investments for City improvements to increase safety. Further understanding that people who walk, roll, and bicycle are more vulnerable in the roadway network, additional safety enhancements that specifically serve these roadway users are often necessary.

Accessibility – A comprehensive transportation network must provide access for roadway users of all abilities, this includes residents and visitors that use mobility devices and strollers, are older adults, and/or have disabilities. Moreover, the transportation infrastructure itself must not obstruct the ability of people to reach their destinations. The TMC encourages the City to invest significant resources towards accessibility improvements that will achieve goals sought by the Americans with Disabilities Act.

Transportation Infrastructure for Community – While transportation infrastructure provides mobility for residents and visitors, it has also created barriers for communities, obstructing them from opportunities within the City. The TMC supports transportation infrastructure that not only helps facilitate economic and social activity, but also bridges communities together.

Future Topics and Focus Areas

The TMC seeks direction from the Rockville Mayor and Council. The Commission is committed to help Rockville build an inclusive and accessible transportation system for all users. The following discussion includes additional information regarding the Transportation and Mobility Commission.

In addition to carrying out its stated functions, the TMC has chosen two items to focus additional efforts to help advance equitable and multimodal transportation in Rockville. The first focus area is to improve transportation policies related to land development. The TMC has invited staff to discuss the ongoing Zoning Ordinance Rewrite, the Comprehensive Transportation Review, and the Chapter 21, Road Code, update. The

City of Rockville Transportation and Mobility Commission
2025 Report to the Mayor and Council

TMC will continue to provide comments and suggestions to the City and to the Mayor and Council for better policy outcomes.

The second focus area is to provide better guidance to improve transit use in the City. This includes tracking and providing guidance on the Veirs Mill Road and MD 355 Bus Rapid Transit Projects. One member of the TMC participates in the County’s Citizen Advisory Committee for the MD 355 Bus Rapid Transit project. Additionally, the TMC seeks to identify improvement for local transit, including raising issues and considerations for the City to undertake to improve the experience for people using bus and rail transit.

Guidance and Support for City Projects

The TMC regularly reviews City master plan drafts, large development applications, and City projects. Additionally, the TMC will raise transportation related concerns to the Mayor and Council. Under the leadership of the current chair since the Fall 2021, the TMC has provided guidance for the following projects.

Year	Project Type	Project	Recipient
July 2025	City Transportation Project	E. Jefferson Street and Halpine Road Bicycle Facility Study and Design	Department of Public Works
May 2025	Annual Budget	FY 26 Budget Comments	Mayor and Council
April 2024	City Transportation Project	Congressional Lane Complete Streets Study	Department of Public Works
October 2024	Residential Parking Permits	1000 and 1100 Block of Lewis Avenue	Mayor and Council
August 2024	Master Plan	Rockville Town Center Master Plan and Rockville Metrorail Station Visioning Plan	Mayor and Council
August 2024	Transportation Concern	Red light camera enforcement	Rockville City Police Department
June 2024	Master Plan	Rockville Town Center Master Plan	Planning Commission
May 2024	City Transportation Project	Pedestrian Crossing Guidelines Comments	Department of Public Works
April 2024	Annual Budget	FY 25 Budget Comments	Mayor and Council
November 2023	Comprehensive Transportation Review	Comprehensive Transportation Review Update	Mayor and Council
September 2023	Master Plan	Pedestrian Master Plan	Planning Commission
April 2023	Annual Budget	FY 24 Budget Comments	Mayor and Council

City of Rockville Transportation and Mobility Commission
2025 Report to the Mayor and Council

January 2023	Transportation Concern	No Right Turn on Red, Leading Pedestrian Intervals	Mayor and Council
July 2022	Development Application	1818 Chapman Avenue	Mayor and Council, Planning Commission
May 2022	Development Application	15931 Frederick Road	Planning Commission
April 2022	Commission Function	Transportation and Mobility Commission Ordinance and Roles	Mayor and Council

Additionally, the TMC further supports the City’s work to seek and obtain external funding for transportation projects. The TMC has provided letters of support for the following grant applications.

Grant Opportunity	Result
FY 23 Active Transportation Infrastructure Investment Program, Maryvale Park to Redgate Park Shared Use Path	Awarded
FY 23 Kim Lamphier Maryland Bikeways Network Grant Program, Martins Lane Bicycle Lanes	Awarded
FY 23 Kim Lamphier Maryland Bikeways Network Grant Program, Permanent Pedestrian and Bicycle Counters	Awarded
FY 23 Reconnecting Communities/Neighborhood Access and Equity, Twinbrook Pedestrian and Bicycle Bridge	Awarded
FY 23 Safe Streets and Roads For All, Intersection Safety Audits	Awarded
FY 24 MWCOG Transportation and Land Use Connections Grant, Mannakee Street Complete Streets	Awarded
FY 24 MWCOG Regional Roadway Safety Program, Pedestrian Crossing Guidelines	Awarded
FY 24 Kim Lamphier Maryland Bikeways Network Grant Program, E. Jefferson Street and Halpine Road Bicycle Facilities	Awarded
2024 AARP Community Challenge Flagship Grant, Bicycle and Scooter Parking Corrals	Not Awarded
FY 25 Kim Lamphier Maryland Bikeways Network Grant Program, Research Boulevard Shared Use Path	Not Awarded
FY 25 Transportation Alternatives Program, Scott-Veirs Shared use Path	Awarded
FY 26 MWCOG Regional Roadway Safety Program, Rollins Avenue Complete Streets	Awarded

Membership

Currently, there are eight members of the TMC.

- Kathleen Kleinmann, Chair
- Jude Abanulo

City of Rockville Transportation and Mobility Commission
2025 Report to the Mayor and Council

- Irene Bowen
- Michael Brooks
- Gerald Cichy
- Jeffrey Ganz
- Marc Plante
- Thomas Rogers

Councilmember Marissa Valeri is the current council liaison to the TMC and Bryan Barnett-Woods, Principal Transportation Planner from the Department of Public Works, is the current staff liaison.

Past members of the TMC who have participated within the past three years, under the current chair, include:

- Bill He
- Doug lerley
- Sogand Karbalaieali
- Emily Peterman
- Sarah Morgan
- Paul Scott
- Mike Stein
- Ying Wong

Clarification of Roles and Responsibilities

Prior to March 2023, the TMC was known as the “Traffic and Transportation Commission,” which was established by Mayor and Council resolution in 1972. The responsibilities of this commission were subsequently updated in 1976 and 1979 (Resolution # 3-76, and 3-79).

The Commission recommended changing its name in 2023 to the “Transportation and Mobility Commission” to better reflect the multimodal nature of the City’s transportation system. While “traffic” can convey all modes, it is often primarily used to consider motor vehicle traffic. “Mobility” better indicates the movement of people and goods, regardless of a specific mode of transportation and is a more inclusive term representing people walking, rolling, bicycling, using transit, and driving. This change is consistent with the emphasis of multimodal transportation goals included in the Rockville 2040 Comprehensive Plan, the Vision Zero Action Plan, the Bikeway Master Plan, and the Pedestrian Master Plan.

In addition to changing the commission’s name, the Mayor and Council refined the TMC’s responsibilities in Ordinance No. 4-23 (Attachment 2). These responsibilities include:

City of Rockville Transportation and Mobility Commission
2025 Report to the Mayor and Council

- (a) Advise the Mayor and Council on opportunities to advance a multi-modal transportation and mobility network in the City of Rockville that is safe, equitable, convenient, fiscally resilient, and environmentally sustainable;
- (b) Provide written comments and recommendations to the Mayor and Council, as deemed appropriate by the Transportation and Mobility Commission or requested by the Mayor and Council, on existing and proposed City transportation and mobility-related programs, policies, and plans;
- (c) Coordinate with and, where appropriate, advise other City boards and commissions and City staff involved in transportation and mobility issues;
- (d) Advise the Mayor and Council on the annual budget regarding transportation and mobility matters;
- (e) Provide written comments to the Mayor and Council and the Planning Commission on development applications as required by the Comprehensive Transportation Review;
- (f) Administer the designation and revocation of permit parking areas as provided in City Code [Section 23-44](#);
- (g) Advise the Mayor and Council on the naming of newly constructed or reconstructed bridges within the City of Rockville; and
- (h) As directed by the Mayor and Council, engage with the public to extend transportation and mobility-related education efforts.

Meetings

The TMC meets on the fourth Tuesday of every month. Meetings are normally held virtually at 7:00 PM. In some instances, meetings are held in-person at a conference room at City Hall. Residents and interested stakeholders are welcome to attend. The meeting agenda as well as the link for virtual attendance are posted to the City's online Agenda Center and Calendar prior to the meeting.

All meetings include a Community Forum agenda item. Rockville residents and stakeholders are welcome to attend and raise transportation related issues with the TMC.

Other regular agenda items include updates on City transportation capital improvement projects, ongoing transportation maintenance projects, and the work program of the Traffic and Transportation Division. Additionally, the TMC receives presentations from other city departments and agencies, including the Community Planning and Development Services Committee and the Rockville City Police Department. Lastly, the TMC receives presentations from property development applicants if the subject

City of Rockville Transportation and Mobility Commission
2025 Report to the Mayor and Council

development applications generate a certain threshold of new automobile trips, consistent with the Comprehensive Transportation Review.

The TMC has received presentations from City and County staff on the following topics.

City Staff	Topic
Joe Moges (Montgomery County Department of Transportation)	MD 355 Bus Rapid Transit
Holly Simmons & Jim Wasilak	City of Rockville Zoning Ordinance Rewrite
Manisha Tewari	Shady Grove Annexation
Delores Scott	City of Rockville ADA workplan
Katie Gerbes	Rockville Town Center Master Plan
Jennifer Wang	Residential Permit Parking Designation
Emad Elshafei	Department of Public Works Ongoing Work Program

Coordination with other committees

The TMC coordinates closely with the Rockville Bicycle Advisory Committee and the Rockville Pedestrian Advocacy Committee. While these committees have more focused roles, they also support multimodal transportation in Rockville. The TMC will coordinate with these committees when providing comments on development applications and submitting comments and letters of support for ongoing projects. Additionally, TMC members have attended other committee meetings in the past.

The TMC looks forward to a productive year, collaborating with the Mayor and Council and City staff to build a safer, equitable, and sustainable multimodal transportation system.



Transportation and Mobility Commission

September 29, 2025

Agenda

- Introduction
- Past guidance
- Guiding Principles
- Future Topics
- Meetings



Transportation and Mobility Commission

- Focus on Mobility and Accessibility for all
- Ongoing Discussions
 - Bus Rapid Transit
 - Zoning



E. Middle Lane &
Maryland Av 129

Past City Guidance

- Budget Priorities
- City Projects
- Grant Support
- Residential Permit Parking



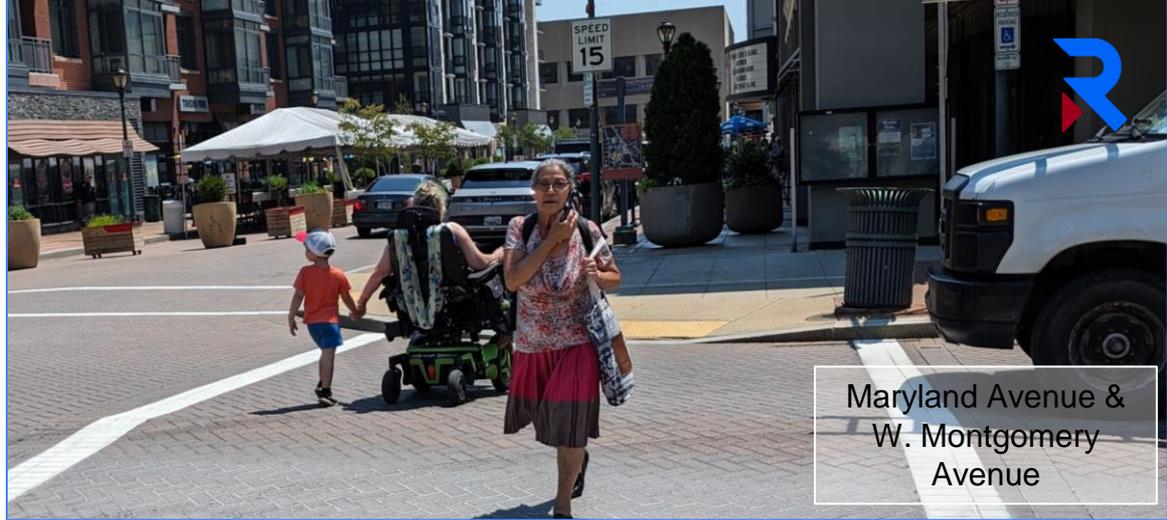
Halpine Road



Carr Avenue & Mannakee Street
130

Guiding Principles

- Multimodal
 - Motor Vehicle
 - Pedestrian,
 - Bicycle, and
 - Transit
- Safety
 - Vision Zero
 - Vulnerable Roadway Users



Guiding Principles

- Accessibility
 - Meet needs for all types of travel and mobility
- Community
 - Vision Zero
 - Vulnerable Roadway Users



Fleet Street &
Monroe Street



E. Middle L 132

Future Topics

- Mayor and Council Direction
- Examples
 - Zoning Ordinance
 - Bus Rapid Transit



Redland
Boulevard



Meetings

- 4th Tuesday each month, evenings
- Recordings Online
- Public Forum





E. Middle Lane & N. Washington Street



Thank you!

Beall Avenue & N. Washington Street



First Street & Veirs Mill Road 135



August 27, 2024

Major Michael England
Rockville City Police Department
2 W. Montgomery Avenue
Rockville, Maryland 20850

Re: Red Light Camera Enforcement

Dear Major England,

The Transportation and Mobility Commission (TMC) thanks you for attending the June meeting to discuss the city's red light camera enforcement program. Enforcement is one of the Vision Zero Action Plan action categories and we support the city's efforts to provide automated enforcement as an objective, equitable, and consistent approach to enforcing traffic regulations.

The TMC held a follow-up discussion regarding red light camera enforcement during the July 2024 meeting and we are seeking additional information regarding the city's red light camera program prior. The commission has prepared the following questions and seeks your insight regarding the best method to enhance the red light camera program. The TMC invites you to attend a future meeting for further discussion.

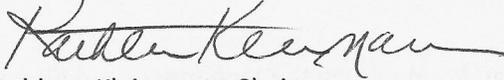
1. Traffic enforcement versus traffic calming. During the June meeting, it was mentioned that red light cameras should not be used to calm traffic. Can you provide additional information on this? While we concur that traffic calming and speed reduction improvements more proactively address motorists that exceed the posted limit, red light cameras help address a specific concern; motorists not following traffic lights. Wouldn't red light cameras result in long term behavior change for motorists?
2. Online mapping. During the June meeting, we were able to view the city's online map showing the city's red light cameras. However, the county also has red light cameras in Rockville. Can the RCPD add those cameras to the online map?
3. Intersection criteria. What are the criteria for an intersection to be considered for a red light camera?
4. Citation thresholds. Since the red light cameras are revenue neutral, there is a threshold of potential issue citations that must be met before the vendor will agree to adding a camera or moving a camera on city streets. What is this threshold? Are there any city maintained intersections that do not have a red light camera currently, but may meet this threshold?
5. State roadways. Earlier this month, the Maryland Department of Transportation Office of Traffic Safety released updated guidelines for the installation of red light cameras on state highways or at state highway administration signals. Under these new guidelines, a request for a new red light camera can be reviewed by the state within three months (77 business days). Are there any state roadway intersections that would benefit from automated red light enforcement?

The TMC believes that automated enforcement will continue to play an important role in the city's Vision Zero program as well as improving overall motorist behavior. We thank you in advance for your time to further discuss automated red light enforcement in Rockville.

We will be meeting in September on the 27th and welcome you to attend for further discussion.

Please do not hesitate to contact me or through the Commission's staff liaison, Bryan Barnett-Woods at bbwoods@rockvillemd.gov, should you have any questions.

Thank you,



Kathleen Kleinmann, Chair
Rockville Transportation and Mobility Commission

Cc: Victor Brito, Chief of Police
Jeff Mihelich, City Manager
Craig Simoneau, Director, Department of Public Works

August 27, 2024

Hon. Mayor Monique Ashton and City Council
City of Rockville
111 Maryland Avenue
Rockville, Maryland 20850

Re: Rockville Metrorail Station Visioning Study

Dear Mayor Ashton and Members of the City Council,

The Traffic and Mobility Commission (TMC) has been paying close attention to the city's progress on the Rockville Metrorail Station Visioning Study, both when it was a separate project and most recently as a component of the Rockville Town Center Master Plan. While the TMC has provided the Planning Commission and the Mayor and Council with comments related to the Rockville Town Center Master Plan, those comments did not include the Rockville Metrorail Station Visioning Study.

The TMC supports the recommended development concept of the study. The TMC concurs that this is a practical alternative that can be implemented by WMATA and the city with available resources and will lead to redeveloping the area surround the Metrorail Station into an attractive station, hosting a mix of uses and amenities, providing both convenient transit connections, and opportunities to support further economic development in Rockville. The other development concepts, reconstruction of 255 Rockville Pike or undergrounding Rockville Pike, included real obstacles to implementation and would likely have prevented opportunities for redevelopment had they been selected. The TMC also recognizes that the preferred concept does not preclude the consideration and further exploration of those alternatives in the future when their implementation may be more feasible.

In addition to supporting the preferred development concept, the TMC provides the following comments for your consideration.

1. Pedestrian bridge over Rockville Pike (MD 355). This bridge is the best option for pedestrians crossing MD 355 and both the city and WMATA should make additional efforts to provide clear directional signage for rail users to access the pedestrian bridge. Also, the TMC recommends additional lighting and other safety measures be provided on the pedestrian bridge so that a pedestrian's personal sense of security is improved. Furthermore, the city should improve the pedestrian plaza and park between the pedestrian bridge and Monroe Street so that it is more welcoming and comfortable for all pedestrians.
2. Bridge extension over boarding platforms and rail tracks. The preferred development concept includes an additional "add-on" pedestrian bridge extension that would be constructed over the railroad tracks and would provide access to the boarding platforms. The TMC supports this "add-on" pedestrian bridge extension. The current configuration does not encourage use of the pedestrian bridge because it requires transit users to travel down a level and then up two levels to access the pedestrian bridge. Since "add-on" is likely to be expensive and cannot be funded in part by WMATA, the TMC recommends that the city explore this improvement in a future feasibility study and cost benefit analysis.
3. Wayfinding. As part of any redevelopment of the Metrorail station and surrounding area, it is necessary to provide new and comprehensive wayfinding. Wayfinding should not only provide

direction to transit users and pedestrians to trains, connecting transit modes, and the station entrances, but also to the pedestrian bridge, the Rockville Town Center/Town Square, County and City offices, and nearby parks. The wayfinding should also be designed consistently with the city's new logo and branding, and other wayfinding in Rockville.

4. Crossing Rockville Pike (MD 355). The most difficult part of accessing the Metrorail station is crossing Rockville Pike. While the TMC posits the pedestrian bridge as the primary entrance to the station, many residents and visitors will continue to cross Rockville Pike at Monroe Place/Church Street and at E. Middle Lane/Park Road. MDOT SHA recently audited these intersections in response to the city's request and installed no turn on red and flex posts to the Monroe Place/Church Street intersection and new crosswalk markings to the E. Middle Lane/Park Road intersection. The TMC recommends the city and any future redevelopment coordinate with MDOT SHA to carry out additional improvements at these intersections and consider pedestrian refuge medians, more lighting, leading pedestrian intervals, pedestrian recall, and other improvements. The need for additional pedestrian improvements at these intersections will be reinforced when the BRT is operational.

5. Incremental zoning east of the Metrorail station. The proposed redevelopment concept includes approximately 1,180 new residential units, a 25,000 square foot train hall, and 10,000 square feet of open space. This will create a significantly different development pattern compared to the single-family homes east of S. Stonestreet Avenue. The TMC recommends that the blocks west of Grandin Avenue be rezoned to increase their densities or to permit incremental densities. This would permit those property owners to redevelop their own properties and create a smoother gradient between the Metrorail station area the residential area to the east.

The TMC requests the Mayor and Council consider these comments when reviewing the Rockville Town Center Master Plan draft and incorporate them as appropriate. The Rockville Metrorail Station development vision and the Rockville Town Center Master Plan will help provide direction for the city to create an engaging and active community to benefit residents and visitors alike.

Please feel free to contact me should you have any questions or would like to discuss further.

Thank you,



Kathleen Kleinmann, Chair

Rockville Transportation and Mobility Commission

October 23, 2024

Hon. Mayor Monique Ashton and Members of the Rockville City Council
City of Rockville
111 Maryland Avenue
Rockville, Maryland 20850

Re: Residential Parking Permit Area Designation – 1000 and 1100 blocks of Lewis Avenue

Dear Honorable Mayor Ashton and Councilmembers,

Section 23-44(c) of the City Code provides the Transportation and Mobility Commission the authority to consider and decide requests for the designation or revocation of a permit parking area encompassing more than fifteen households. On August 5, 2024, Department of Public Works (DPW) staff received a completed petition by residents to request to designate the 1000 and 1100 blocks of Lewis Avenue and 1100 block of Clagett Drive as a residential parking permit area.

The intent of this proposed residential parking permit zone is to divert on-street parking demand along Lewis Avenue and Clagett Drive from motorists who do not live along these streets. Residents have raised concerns related to challenges finding on-street parking near their properties, motorists parking on the street and loitering in the neighborhood, and reduced visibility from parked vehicles when trying to access Lewis Avenue.

The Transportation and Mobility Commission held a public hearing to discuss the parking permit designation request on September 24, 2024. DPW staff followed the city code to provide notice to residents. A notification of the completed petition and opportunity to submit comments was mailed to residents on August 13, 2024. A notice of the TMC public hearing was published in the September 9, 2024, Washington Post. Also, a second letter was mailed to residents on September 9, 2024, providing notice of the September 24, 2024, TMC meeting and public hearing.

Prior to the September 24, 2024, TMC meeting, DPW staff received nine emailed comments; four in support of a parking permit designation on Lewis Avenue, three opposed to a residential parking permit designation on Clagett Drive, and one comment raising concerns related to the cost of a parking permit. During the public hearing residents in support of the parking permit designation raised similar concerns as mentioned in the email comments and initial request related to inability to find nearby parking, loitering of motorists, and visibility concerns. Residents opposing the parking permit designation along Clagett Drive raised concerns related to cost, equity, and potential for this to shift the parking issues further into the neighborhood.

During the September 24, 2024, TMC meeting, the commission moved to approve the residential parking permit designation request for the 1000 and 1100 blocks of Lewis Avenue.

Moreover, the commission decided to further discuss the Clagett Drive residential parking permit designation, make the decision at the October 22, 2024, commission meeting and to accept additional comments from residents. However, the commission did not have a quorum on October 22, 2024, and was not able to make a final decision regarding Clagett Drive. The commission is coordinating with DPW staff regarding the best approach to advance the Clagett Drive residential parking permit designation request.

Section 23-44(g) of the City Code provides the Transportation and Mobility Commission to submit their decision in writing to the City Clerk's Office within 30 days of the close of the record of the public hearing. The City Clerk shall provide this decision to the Mayor and Council, who have 30 days to rescind or modify the decision. If no action is taken within 30 days, or if the Mayor and Council chooses to approve the commission's decision, the decision of the commission will become effective.

Residential Parking Permit Area Designation – 1000 and 1100 blocks of Lewis Avenue
Page 2

The TMC has decided to approve the residential parking permit designation as requested by the residents for the 1000 and 1100 blocks of Lewis Avenue. DPW staff will extend the Twinbrook Metro – C parking permit district to the 1000 and 1100 blocks of Lewis Avenue if no action is taken after 30 days or if this request is approved by the Mayor and Council.

No change will take place along the 1100 block of Clagett Drive at this time.

Please let us know if you have any questions.

Thank you,



Kathleen Kleinmann, Chair
Rockville Transportation and Mobility Commission

cc: Craig L. Simoneau, P.E., Director, Department of Public Works
Emad Elshafei, Chief, Division of Traffic and Transportation, Department of Public Works

February 25, 2025

Mr. Kanathur Srikanth, Deputy Executive Director
Metropolitan Washington Council of Governments
777 North Capitol Street NE, Suite 300
Washington, DC 20002

RE: Transportation Land-Use Connections (TLC) Program and Regional Roadway Safety Program (RRSP),
City of Rockville Rollins-Twinbrook Complete Streets Application Support

Dear Mr. Srikanth,

The Rockville Transportation and Mobility Commission (TMC), strongly supports the City's TLC/RRSP application, "Rollins-Twinbrook Complete Streets Feasibility Study." This project advances Rockville's efforts to provide multimodal streets for people to safely walk, roll, bike, and take transit.

The members of the TMC are appointed by the Mayor and Council to advise on transportation issues and opportunities, traffic impacts related to development, and the interaction between travel modes. The TMC recognizes this project as an important step toward building equity among transportation modes and increasing overall roadway safety in Rockville.

The Rollins-Twinbrook project would build on the City's in-development bicycle network, including intersections with Congressional Lane and East Jefferson Street, which are currently being evaluated for potential bicycle facilities via a FY 25 TLC project and a Maryland Bikeways project, respectively; it also intersects the planned Rockville Pike National Capital Trail Network facility and the Bethesda Trolley Trail leading to Montgomery County. The proposed feasibility study is within an MWCOG Activity Center and an Equity Emphasis area and provides access to small businesses, shopping centers, the Rollins Park and Montrose residential communities, and the Montrose Community Center and Park.

This project contributes to the City's Vision Zero Action Plan, which recommends expanding the pedestrian and bicycle network; the Bikeway Master Plan, which recommends a shared roadway along Rollins Avenue and Twinbrook Parkway; and the Pedestrian Master Plan, which seeks to improve the overall pedestrian experience and environment in Rockville. Moreover, a Complete Street is designed for the safety of everyone, and Complete Streets have been shown to reduce illegal speeding, to the benefit all road users. A feasibility study is a necessary first step to identify actionable improvements the city can include in a future capital budget.

If this project is approved, the TMC will work to support the study, provide comments on design alternatives, and participate in public outreach efforts. We support the City's application and their continued work towards a more equitable and multimodal transportation system.

Should you have any questions about this project, please do not hesitate to contact Bryan Barnett-Woods, Principal Transportation Planner, at 240-314-8527 or bbwoods@rockvillemd.gov.

Sincerely,



Kathleen Kleinmann, Chair
Transportation and Mobility Commission, City of Rockville

April 22, 2025

The Honorable Mayor Monique Ashton
The Honorable Councilmember Kate Fulton
The Honorable Councilmember Barry Jackson
The Honorable Councilmember David Myles, M.D.
The Honorable Councilmember Izola Shaw
The Honorable Councilmember Marissa Valeri
The Honorable Councilmember Adam Van Grack

City of Rockville
111 Maryland Avenue
Rockville, MD 20850

RE: Transportation and Mobility Commission FY 26 Budget Comments

Dear Madame Mayor and Councilmembers,

Thank you for your continued support of the City of Rockville's multimodal transportation system. A comprehensive, safe, and convenient transportation network is a critical component of a thriving community, economic resilience, and a sustainable future. The Transportation and Mobility Commission (TMC) works to provide guidance to the City of Rockville as it relates to transportation projects and policies, and to lend insight regarding the best approaches for addressing transportation issues in the City.

The TMC supports the City's past efforts to improve and maintain the multimodal transportation network and to complete these projects in a timely manner. Moreover, TMC supports the increase in funding for future fiscal years for Sidewalks (TE 26), continued funding for Pedestrian and Bicycle Safety (TD26), and increasing the funding for Concrete Repair & Replacement (TC26), which will be used for retrofitting sidewalks and driveway aprons to meet accessibility standards. Lastly, the TMC supports the new budget item to funding Traffic Signal Upgrades (TF26), which also help contribute to improve intersections with past crash histories.

The budget will make a measurable impact in Rockville. These projects have been identified as priorities by the TMC and will help eliminate serious injuries and deaths caused by traffic crashes, provide for better facilities for people walking and rolling, maintain a vital roadway network throughout the City, ensure that the City can meet the technology needs of future motorists, advance Complete Streets projects, and help educate children.

The City of Rockville's Comprehensive Plan, neighborhood plans, Climate Action Plan, and Vision Zero Action Plan all recognize the vital link that an effective transportation network contributes to economic development, sustainable communities, social activity, and resiliency through the generations. Furthermore, the TMC supports the

Mayor and Council of the City of Rockville
FY 26 Budget Comments
Page 2

recommendations provided by the Rockville Pedestrian Advocacy Committee and the Rockville Bicycle Advisory Committee.

Thank you for the time and dedication you have shown to support a more comprehensive transportation network in Rockville and for your implementation of TMC priorities in this year's budget.

I would be happy to discuss further should you have any questions and look forward to our ongoing cooperation with you and City staff towards a better Rockville.

Sincerely,



Kathleen Kleinmann, Chair
City of Rockville Transportation and Mobility Commission

April 22, 2025

Craig Simoneau, Director
Department of Public Works
City of Rockville
111 Maryland Avenue
Rockville, Maryland 20850

RE: Transportation and Mobility Commission Comments for the Congressional Lane Complete Street Study

Dear Mr. Simoneau,

The Transportation and Mobility Commission (TMC) appreciates the opportunity to provide comments on the city's ongoing Congressional Lane Complete Street study. Congressional Lane is in a multimodal neighborhood with diverse uses and the street currently includes people driving, biking, walking, rolling, and taking transit. TMC supports the city's efforts to improve travel options and safety for all road users.

The Congressional Lane Complete Street study is evaluating three options to improve roadway safety on Congressional Lane. City staff shared the three options with TMC during the March 2025, meeting, and TMC members attended the March 27, 2025, virtual public meeting to discuss the project. TMC requests the Department of Public Works consider the following comments.

Since Congressional Lane already has sidewalks on both sides of the street, the most noticeable change in the proposed options is the inclusion of on-street bicycle facilities. TMC recognizes that separated on-street bicycle lanes can encourage biking trips by decreasing the level of traffic stress for cyclists and increasing safety. They also contribute to an improved pedestrian environment by reducing motor vehicle travel lane widths to encourage lower vehicles speeds and increase visibility of pedestrians by eliminating on-street parking, which can block pedestrians. However, the TMC is concerned about options that would remove all on-street parking in the residential section between Rollins Avenue and E. Jefferson Street. This parking is well used by both residents in the Montrose community and by those visiting Montrose Park and daycare. If this parking is removed, residents along Congressional Lane and people visiting Montrose Park will likely seek on-street parking elsewhere, which could impact traffic patterns and availability of on-street parking in adjacent neighborhoods.

The TMC supports the realignment of the curb ramp at 121 Congressional Lane. This improvement will improve ADA access along this sidewalk and is included in all options.

TMC supports Option 2.

Option 2 proposes a shared roadway, or sharrows, along the residential section of Congressional Lane between Rollins Avenue and E. Jefferson Street, and a separated bicycle lane along the commercial section of Congressional Lane between E. Jefferson Street and Rockville Pike. While a shared roadway does not provide the same safety benefits of dedicated

Mr. Craig Simoneau
RBAC Comments for Congressional Lane Complete Streets Study
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bicycle lanes, this option will maintain on-street parking for residents and visitors, and provide a speed hump and raise crossing along the residential portion. The collected data for this study indicated that the residential section of Congressional Lane had fewer crashes than the commercial portion. We anticipate the additional speed humps will help encourage motorists to travel the posted limit and increase safety and comfort for people bicycling on this section. This option also includes separated bicycle lanes along the commercial section of the street, with a pedestrian refuge median at the mid-block crossing, which will increase that section's bicycle level of comfort, pedestrian safety, and help address past crashes. Additionally, the commercial section's current width will allow most on-street parking to remain.

In addition to the proposed improvements, TMC recommends the following enhancements be added to Congressional Lane regardless of which option is chosen.

1. **Eliminate the "free right turn" at Congressional Lane and Rockville Pike.** Free right turns are designed to facilitate higher speed motor vehicle turning movements and more through put at intersections. This is in direct conflict with increasing multimodal safety. Lower motor vehicle speeds are important for improving safety along streets with multiple modes and activities, such as Congressional Lane. However, this type of right turn does not improve safety for pedestrians and cyclists and can create an even less safe situation where motorists will not be looking for these road users when turning onto Congressional Lane. The TMC recommends this plan remove the right turn slip lane at the Congressional Lane and Rockville Pike intersection and replace it with a standard right-turn lane.
2. **Provide a marked crosswalk crossing Congressional Lane at the bus stop.** There is a well-used bus stop roughly 500 feet west of E. Jefferson Street. Transit riders using this bus stop will cross mid-block to access the Rollins Park apartments. Option 2 includes a speed hump in this area. TMC recommends the speed hump be positioned closer to the bus stop and be replaced as a raised crossing.
3. **ADA and PROWAG Compliance.** While improvements shown in the options include detectable warning surfaces and curb ramps that would meet ADA accessibility requirements and PROWAG standards, TMC recommends the Department of Public Works include text in the study that all improvements shall meet ADA accessibility requirements and the newly adopted PROWAG standards.

Please feel free to contact me should you want to further discuss the Congressional Lane Complete Street Study. TMC is happy to assist in any way we can.

Sincerely,



Kathleen Kleinmann, Chair
Transportation and Mobility Commission

Mr. Craig Simoneau
RBAC Comments for Congressional Lane Complete Streets Study
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CC: City of Rockville Mayor and Council
Emad Elshafei, Chief of Traffic and Transportation, Department of Public Works
Bryan Barnett-Woods, Principal Transportation Planner, Traffic and Transportation, Department
of Public Works

July 22, 2025

Craig Simoneau, Director
Department of Public Works
City of Rockville
111 Maryland Avenue
Rockville, Maryland 20850

RE: Transportation and Mobility Commission Comments for the E. Jefferson Street and Halpine Road Bicycle Facilities Study and Design Project

Dear Mr. Simoneau,

The Transportation and Mobility Commission (TMC) appreciates the opportunity to provide comments on the City's ongoing E. Jefferson Street and Halpine Road Bicycle Facilities Study and Design Project. These streets are in a diverse neighborhood, connecting single and multifamily dwellings, town homes, an older adult residential community, and shopping centers. Bicycle facilities are an important component of a multimodal street and improve safety for not only bicyclists, but also pedestrians and motorists. TMC supports the City's efforts to improve travel options and safety for all road users.

This project evaluates three options to improve multimodal transportation safety along these two streets by providing bicycle facilities. City staff shared the three options with TMC during the June 2025 meeting, and TMC members attended the April 30, 2025, virtual public meeting to discuss the project. The TMC requests the Department of Public Works consider the following comments.

1. Provide the shared-roadways facility on E. Jefferson Street.
The TMC recommends Option 1 for E. Jefferson Street, which provides shared roadways (i.e., sharrows), and while shared-roadways do not provide any separated and designated bicycle facility, they would provide a consistent roadway treatment along the full extent of E. Jefferson Street and would not require additional right-of-way, removing on-street parking, or cutting down street trees.
2. Halpine Road bicycle facilities should consider motor vehicle traffic.
The TMC recommends Option 2 for Halpine Road, if motor vehicle traffic congestion can be addressed. Option 2 provides a separated bicycle facility along Halpine Road by repurposing the outer travel lanes. This option is most cost effective for its safety benefit. Separated bicycle facilities have shown to provide significant safety improvements for all roadway users by providing buffers between all roadway users and by increasing visibility for motorists, bicyclists, and pedestrians.

However, the TMC recommends the Department of Public Works further evaluate the traffic congestion impact of repurposing the outer motor vehicle lanes. Most of the traffic counts used to evaluate this improvement were collected in 2024, and the counts at the Halpine Road and Rockville Pike intersection were from 2019 and adjusted using a growth rate. This analysis does not consider the recent development in the community

and the opening of the new supermarket across Rockville Pike at Halpine Road. It is suspected that motor vehicle traffic has increased substantially since the study was conducted. This is an opportunity to implement a pilot project repurposing the outside lanes to better evaluate traffic impacts.

3. Bicycle lanes across Rockville Pike at Halpine Road.

For both Halpine Road bicycle lane alternatives, the bicycle lanes transition to shared roadway markings before Rockville Pike (MD 355). Ostensibly, the bike lanes end so that the Rockville Pike/Halpine Road intersection is not impacted by the bicycle lanes, which would require repurposing a lane or narrowing the lanes at the intersection.

Furthermore, the Rockville Pike and Halpine Road intersection is owned and maintained by the Maryland Department of Transportation State Highway Administration (MDOT SHA), which would require their approval for a bicycle lane at the intersection.

However, the section of Halpine Road east of the study area, between Rockville Pike and Chapman Avenue, includes standard bicycle lanes that begin at the intersection. If a bicycle lane alternative is selected, the TMC recommends the City request MDOT SHA to evaluate the intersection and add bicycle lanes, creating a consistent bicycle facility between E. Jefferson Street and Chapman Avenue.

The TMC appreciates the opportunity to provide comments to the Department of Public Works as part of this project. We also would like to thank the City for its past efforts to improve multimodal safety in Rockville. Increased accessibility and improved safety for vulnerable roadway users lead to a more inclusive and productive city and safer roadways for everyone.

Please feel free to contact me should you want to further discuss the Congressional Lane Complete Street Study. TMC is happy to assist in any way we can.

Sincerely,

Kathleen Kleinmann, Chair
Transportation and Mobility Commission



CC: City of Rockville Mayor and Council

Emad Elshafei, Chief of Traffic and Transportation, Department of Public Works

Bryan Barnett-Woods, Principal Transportation Planner, Traffic and Transportation, Department of Public Works



MAYOR AND COUNCIL Meeting Date: September 29, 2025
Agenda Item Type: WORKSESSION
Department: RECREATION & PARKS
Responsible Staff: TARA STEWART

Subject

King Farm Farmstead Master Plan

Department

Recreation & Parks

Recommendation

Staff recommends that the Mayor and Council receive the presentation, discuss, and provide feedback, additional considerations, and direction on which building use options will be incorporated into the final King Farm Farmstead Master Plan.

The presentation and discussion will be facilitated by staff and the City's consultant, Design Collective, a firm with experience in historic preservation, adaptive reuse, and using public feedback to develop forward-thinking and creative, but equally realistic, practical, and cost-effective designs.

Discussion

Purpose

The purpose of this work session is to provide the Mayor and Council with an update following the July 14, 2025, work session, where guidance was provided to staff regarding which programs and building uses should be located at the King Farm Farmstead Park. This work session includes a presentation of the construction cost estimation and economic analysis for programs and building uses presented during the July 14, 2025, work session. Staff is requesting Mayor and Council direction on which building use options will be incorporated into the King Farm Farmstead Master Plan.

The City retained Design Collective as the consultant for the adaptive reuse and master planning process. For the past year, Design Collective has led the conceptual planning process for the project, and they are supported by Costcon for construction cost estimation and Partners for Economic Solutions (PES) for economic/operating costs analysis. Costcon Construction Services, Inc. has over 45 years of experience in the construction industry. The firm specializes in construction cost estimating, building assessment evaluations, preconstruction services, and construction management. Partners for Economic Solutions has more than 30 years of experience providing operating cost analyses, economic and fiscal impact and benefit analyses, market demand studies, and commercial revitalization and real estate

advisory services for municipal and government agencies. Both Costcon and PES have previous experience providing operating cost and building assessment analysis for King Farm Farmstead, having been involved with past studies and/or projects for the park. Construction cost estimation and economic/operating analysis reports have been included as attachments for this staff report.

For the past nine months, the City has worked with the Communications and Community Engagement Department and Design Collective to implement project outreach and engagement to inform the community about the project and to solicit community feedback. This has included the development and launch of the King Farm Farmstead: Preservation and Potential website - [King Farm Farmstead: Preservation and Potential | Engage Rockville](#), social media promotion, Rockville Reports articles, community surveys, and hosting several in-person and virtual community engagement sessions.

Four options for programs and building uses were presented to the Mayor and Council during the July 14, 2025, work session. The [options](#) represented community preferences obtained from online surveys and several community engagement meetings, and represented minimum, medium, and high levels of construction intervention. The community’s preferences for programs and building uses were Option #2 (medium intervention) and Option #4 (high intervention). The community’s preferred programs and building uses include a multipurpose hall, multipurpose rooms, community kitchen, arts & tech spaces, makerspaces, wellness, daycare/childcare, and youth/teen center.

Feedback from the Mayor and Council during the July 14, 2025, work session indicated a desire to learn more about projected construction costs and economic analysis for Option #2 (medium intervention) and Option #4 (high intervention) to render a more informed decision regarding which building uses and programs will be incorporated into the King Farm Farmstead Master Plan.

Construction Cost Estimation: Below is a summary table with construction cost estimates for Building Use Option #4 and Option #2. Full projected costs are included as an attachment to the staff report.

Building/Structure	Option #4 (with addition)	Option #2 (without addition)
Dairy Barns	\$9,406,595	\$7,399,985
Horse Barn + Tenant House 1	\$2,115,170	\$2,115,170
Tenant House 2	\$503,190	\$503,190
Garage	\$602,485	\$602,485
Farmhouse	\$2,171,635	\$2,171,635
Sitework	\$1,865,000	\$1,865,000
TOTAL CONSTRUCTION ESTIMATE	\$16,664,075	\$14,657,465

Assumptions & Exclusions: The provided construction estimates are based on refined concept plans to be presented during the work session. The cost of the addition included in Option #4 was separated from the work on the existing building to provide an estimated cost for Option #2. Proposed programs and building use components for Option #2 are similar to those of Option #4, so the cost information provided offers a good estimate for projected construction costs if the Mayor and Council decide to move forward with Option #2.

The City should expect and plan for additional project costs to include items such as escalation, soft costs, construction contingency, hazardous material testing/abatement, permit and development fees, utilities, site work, and landscaping. Below is an additional estimate that includes projected design and construction contingency costs:

Design & Construction Costs	Option #4 (with addition)	Option #2 (without addition)
Design (8%)	\$1,333,126	\$1,172,597
Construction	\$16,664,075	\$14,657,465
Construction Contingency (20%)	\$3,332,815	\$2,931,493
ESTIMATED TOTAL	\$21,330,016	\$18,761,555

Economic Analysis:

As part of the economic analysis, staff provided the city’s cost recovery guidelines to the consultant, and a summary of how similar community facilities have operated in the past. The cost recovery analysis begins with a utilization schedule of classes and private events that considers the availability of parking. The base scenario (“Existing Parking”) assumes no new parking with the existing 47 spaces providing the only on-site parking. The second scenario (“Limited Parking”) assumes that the existing 47-space parking lot is supplemented by a second asphalt-paved parking lot with 44 spaces. The third scenario (“Expanded Parking”) assumes the further addition of a 100-space parking lot developed with grass pavers and used only for events to maintain the overall historic aesthetic of an open grass field down the hill from the Dairy Barn. All programmed uses in the King Farm Farmstead buildings represent uses selected by the community during the winter and spring 2025 community input process, reflecting in-person, virtual and community survey outreach to the city at large. The analysis report is included as an attachment to the staff report.

Previous staff reports provided an in-depth history of the park’s past planning and evaluations. Click [here](#) to review.

Mayor and Council History

The King Farm Farmstead has been discussed by the Mayor and Council on multiple occasions, and Capital Improvement Projects at the King Farm Farmstead are discussed annually as part of the budget process.

A work session was presented to the Mayor and Council on July 14, 2025, which included an update on the project's community engagement, a presentation of four building use options, and the community's top-ranked choices for building uses and program concepts. The Mayor and Council advised staff to pursue construction cost estimation and economic analysis for two of the four options (Option #2 and #4).

- Work Session Video: <https://youtu.be/hmAnR8k1GJY?si=jRTZ44oKjAZgiEOJ>

A project launch work session was presented to the Mayor and Council on October 28, 2024, to discuss and receive direction on priorities for King Farm Farmstead Adaptive Reuse. The work session provided an overview of the park's planning history, property milestones, site conditions and considerations, the adaptive re-use planning process, and proposed community engagement.

- Work Session Video: <https://youtu.be/huIJKdwj7Zw?si=LcEqRXsVISz0A0sU>

Previously, the Mayor and Council received a report by the King Farm Farmstead Task Force on June 12, 2017, and received a presentation regarding the King Farm Farmstead Real Estate Market Analysis Report on July 18, 2022.

Public Notification and Engagement

Significant community engagement has been included during this planning process to include an Engage Rockville project website, social media, Rockville Reports Articles, in-person and virtual community sessions, online surveys, fliers and posters at city buildings, and monthly email updates. Several attempts were made to contact the land grantor, King Farm Associates, to notify them about the King Farm Farmstead adaptive reuse planning process and to invite them to participate. Project updates have been maintained on the project's Engage Rockville website and periodic emails about the project have been sent to the community.

Boards and Commissions Review

Updates on the project have been shared monthly with the Recreation and Park Advisory Board and members have been active participants in community engagement sessions. Project information and invitations to participate in the planning process were also shared with all Boards, Commissions, and Task Force Chairs and City Liaisons.

On September 18, 2025, a project update was presented to the Historic District Commission (HDC). The current master planning process identifies proposed programs and conceptual building uses and does not include formal designs, engineering drawings, and/or building plans. Once the master planning process has concluded and a plan is adopted, the Historic District Commission will be re-engaged during the design process to include any required reviews and/or approvals.

Fiscal Impact

The fiscal impact will depend on the Mayor and Council's direction and approval of the project's master plan in October 2025. Currently, projects associated with the adaptive reuse of buildings and structures at King Farm Farmstead are not included in the City's Capital Improvement Program (CIP). Once direction is provided from the Mayor and Council regarding preferences for phased implementation, staff can determine the city's funding capacity and sources for incorporating approved master plan elements into the Capital Improvement Program and operating budget.

Next Steps

Based on direction received from the Mayor and Council during this work session, the staff and the consultant will incorporate the direction into the final King Farm Farmstead Park Master Plan, which is planned to be adopted at the October 20, 2025, Mayor and Council meeting.

Attachments

King Farm Farmstead Construction Cost Estimate 09.08.25, King Farm Farmstead Cost Recovery Analysis, King Farm Farmstead Work Session Presentation FINAL 092325

City of Rockville, Maryland

King Farm Farmstead

DAIRY BARN RECAP

Dairy Barn Renovation and Addition

FEASIBLE COST OF CONSTRUCTION / ORDER OF MAGNITUDE ESTIMATE
ESTIMATE CALCULATED IN THE 3rd QUARTER 2025: US DOLLARS

CSI DIVISION	DAIRY BARN	ADDITION	COURTYARD	FORECOURT	S ENTRY TERRACE	BASE BID	ALTERNATE 2ND FLOOR BRIDGE ONLY
01 – General Requirements	\$423,748.95	\$127,899.38	\$23,844.80	\$1,815.00	\$34,167.30	\$611,475.42	\$31,627.08
02 – Existing Conditions	\$47,630.15	\$25,000.00	\$0.00	\$0.00	\$0.00	\$72,630.15	\$20,000.00
03 – Concrete	\$218,195.00	\$51,040.00	\$0.00	\$0.00	\$0.00	\$269,235.00	\$8,385.00
04 – Masonry	\$17,600.00	\$8,100.00	\$0.00	\$0.00	\$0.00	\$25,700.00	\$0.00
05 – Metals	\$114,882.50	\$58,720.00	\$0.00	\$0.00	\$0.00	\$173,602.50	\$36,765.00
06 – Wood, Plastics, and Composites	\$216,957.50	\$154,240.00	\$0.00	\$0.00	\$0.00	\$371,197.50	\$38,055.00
07 – Thermal and Moisture Protection	\$275,162.00	\$250,765.00	\$0.00	\$0.00	\$0.00	\$525,927.00	\$53,847.25
08 – Openings	\$261,996.00	\$208,166.00	\$0.00	\$0.00	\$0.00	\$470,162.00	\$33,712.00
09 – Finishes	\$546,688.25	\$167,754.25	\$0.00	\$0.00	\$0.00	\$714,442.50	\$37,243.50
10 – Specialties	\$82,677.25	\$23,628.50	\$0.00	\$0.00	\$0.00	\$106,305.75	\$1,935.00
11 – Equipment Division	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12 – Furnishings	\$89,910.00	\$2,810.00	\$0.00	\$0.00	\$0.00	\$92,720.00	\$0.00
13 – Special Construction	\$70,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,700.00	\$0.00
14 – Conveying Equipment	\$182,205.82	\$0.00	\$0.00	\$0.00	\$0.00	\$182,205.82	\$0.00
21 – Fire Suppression	\$119,880.00	\$25,290.00	\$0.00	\$0.00	\$0.00	\$145,170.00	\$22,473.00
22 – Plumbing	\$149,850.00	\$2,810.00	\$1,000.00	\$0.00	\$1,000.00	\$154,660.00	\$0.00
23 – Heating, Ventilating, and Air Cond	\$749,250.00	\$126,450.00	\$0.00	\$0.00	\$0.00	\$875,700.00	\$29,025.00
25 – Integrated Automation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26 – Electrical	\$1,093,905.00	\$174,220.00	\$37,110.00	\$0.00	\$43,680.00	\$1,348,915.00	\$34,830.00
27 – Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28 – Electronic Safety and Security	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31 – Earthwork	\$0.00	\$0.00	\$22,370.00	\$8,320.00	\$44,560.00	\$75,250.00	\$0.00
32 – Exterior Improvements	\$0.00	\$0.00	\$162,968.00	\$4,830.00	\$234,433.00	\$402,231.00	\$0.00
33 – Utilities	\$0.00	\$0.00	\$15,000.00	\$5,000.00	\$18,000.00	\$38,000.00	\$0.00
34 – Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$4,661,238.42	\$1,406,893.13	\$262,292.80	\$19,965.00	\$375,840.30	\$6,726,229.64	\$347,897.83
PREVAILING WAGE 5.00%	\$233,061.92	\$70,344.66	\$13,114.64	\$998.25	\$18,792.02	\$336,311.48	\$17,394.89
PHASING AND ACCESS MODIFICATION 0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CONTRACTORS LIABILITY INSURANCE 1.20%	\$58,731.60	\$17,726.85	\$3,304.89	\$251.56	\$4,735.59	\$84,750.49	\$4,383.51
LEED PREMIUM 2.00%	\$99,060.64	\$29,899.29	\$5,574.25	\$424.30	\$7,987.36	\$142,945.83	\$7,393.52
BOND 2.00%	\$101,041.85	\$30,497.28	\$5,685.73	\$432.78	\$8,147.11	\$145,804.75	\$7,541.40
OVERHEAD AND PROFIT 10.00%	\$515,313.44	\$155,536.12	\$28,997.23	\$2,207.19	\$41,550.24	\$743,604.22	\$38,461.11
ESTIMATING AND DESIGN CONTINGENCY 15.00%	\$850,267.18	\$256,634.60	\$47,845.43	\$3,641.86	\$68,557.89	\$1,226,946.96	\$63,460.84
TOTAL CURRENT CONSTRUCTION	\$6,518,715.06	\$1,967,531.93	\$366,814.97	\$27,920.94	\$525,610.49	\$9,406,593.38	\$486,533.10
ESCALATION (2026)							
TOTAL	\$6,518,715.06	\$1,967,531.93	\$366,814.97	\$27,920.94	\$525,610.49	\$9,406,593.38	\$486,533.10



**City of Rockville, Maryland
King Farm Farmstead
Dairy Barn Renovation and Addition**

DAIRY BARN

Floor	GSF
1st	10350.00
2nd	4635.00
Total GSF	14985.00

FEASIBLE COST OF CONSTRUCTION / ORDER OF MAGNITUDE ESTIMATE

ESTIMATE CALCULATED IN THE 3rd QUARTER 2025: US DOLLARS

CSI Divisions	Task Description	Unit	Unit Count	\$/Unit	Sub Total	Total
01	01 – General Requirements					\$423,748.95
01 10 00	general requirements general requirements	percentage	10.00%	\$4,237,489.47	\$423,748.95	
02	02 – Existing Conditions					\$47,630.15
20 41 00	demolition demo wall and roof at 2nd floor demo wall at 1st floor demo wall and roof at 2nd floor demo area at 2nd floor demo-miscellaneous dumpsters	sq ft sq ft sq ft sq ft sf allowance ea	294.15 230.04 2884.00 3839.34 14985.00 6.00	\$5.00 \$5.00 \$5.00 \$5.00 \$0.50 \$650.00	\$1,470.75 \$1,150.20 \$14,420.00 \$19,196.70 \$7,492.50 \$3,900.00	
03	03 – Concrete					\$218,195.00
03 30 00	cast-in-place concrete concrete foundations-minor footings - allowance elevator pit slab on grade slab over elevator shaft concrete patching and repairs	ls ls sq ft ls sf allowance	1.00 1.00 10350.00 1.00 14985.00	\$20,000.00 \$8,000.00 \$14.00 \$2,500.00 \$1.00	\$20,000.00 \$8,000.00 \$144,900.00 \$2,500.00 \$14,985.00	
03 54 13	gypsum underlayment gypsum underlayment	sf	4635.00	\$6.00	\$27,810.00	
04	04 – Masonry					\$17,600.00
04 20 00	unit masonry elevator shaft	sf	800.00	\$22.00	\$17,600.00	
05	05 – Metals					\$114,882.50
05 12 00	structural steel framing-miscellaneous structural steel framing-minor	sf allowance	14985.00	\$2.00	\$29,970.00	
05 71 00	stair 1-multipurpose metal pan stairs and rails-5'4" wide stair 2-lobby	riser	18.00	\$900.00	\$16,200.00	

	<i>metal pan stairs- open ornamental</i>	<i>riser</i>	18.00	\$1,500.00	\$27,000.00
miscellaneous	miscellaneous metals				
	<i>miscellaneous metal support and framing</i>	<i>sf allowance</i>	14985.00	\$2.00	\$29,970.00
	<i>inserts and anchors</i>	<i>sf allowance</i>	14985.00	\$0.50	\$7,492.50
	<i>elevator pit sump cover</i>	<i>ls</i>	1.00	\$500.00	\$500.00
	<i>elevator lift beam</i>	<i>ls</i>	1.00	\$1,250.00	\$1,250.00
	<i>elevator pit ladder</i>	<i>ls</i>	1.00	\$2,500.00	\$2,500.00
06	06 – Wood, Plastics, and Composites				\$216,957.50
06 10 00	rough carpentry				
	<i>reframing and sheathing as needed</i>	<i>sf allowance</i>	14985.00	\$5.00	\$74,925.00
	<i>reframing roof-plan area</i>	<i>sq ft</i>	2884.00	\$25.00	\$72,100.00
	<i>wood/metal backup and blocking</i>	<i>sf allowance</i>	14985.00	\$1.50	\$22,477.50
	<i>plywood in elect/telecom areas</i>	<i>ls</i>	1.00	\$2,500.00	\$2,500.00
06 20 13	exterior finish carpentry				
	<i>exterior finish carpentry</i>	<i>sf allowance</i>	14985.00	\$1.00	\$14,985.00
06 20 23	interior finish carpentry				
	<i>interior finish carpentry</i>	<i>sf allowance</i>	14985.00	\$2.00	\$29,970.00
07	07 – Thermal and Moisture Protection				\$275,162.00
07 10 00	waterproofing				
	<i>waterproof elevator pit</i>	<i>ls</i>	1.00	\$6,500.00	\$6,500.00
07 21 16	wall insulation				
	<i>spray insulation</i>	<i>sq ft</i>	7337.00	\$4.00	\$29,348.00
07 22 00	roof insulation				
	<i>roof insulation</i>	<i>sq ft</i>	13144.50	\$4.00	\$52,578.00
07 54 00	roofing				
	<i>new roofing over demoed area</i>	<i>sq ft</i>	3893.40	\$35.00	\$136,269.00
	<i>roofing -patching and repairs</i>	<i>ls</i>	1.00	\$10,000.00	\$10,000.00
07 62 23	gutters and downspouts				
	<i>gutters and downspouts</i>	<i>ls</i>	1.00	\$7,500.00	\$7,500.00
07 26 00	vapor barrier				
	<i>vapor barrier- wall-see spray in insulation</i>	<i>see above</i>	0.00	\$0.00	\$0.00
07 81 00	applied fireproofing				
	<i>applied fireproofing</i>	<i>not required</i>	0.00	\$0.00	\$0.00
07 84 00	firestopping				
	<i>fire stopping</i>	<i>sf allowance</i>	14985.00	\$2.00	\$29,970.00
07 92 00	joint sealants				
	<i>interior caulking</i>	<i>sf allowance</i>	14985.00	\$0.20	\$2,997.00
09	08 – Openings				\$261,996.00
08 00 00	door frames				
	<i>door frames-hm</i>	<i>leaf</i>	32.00	\$400.00	\$12,800.00

08 14 16	doors hollow metal and solid core wood doors	leaf	32.00	\$1,000.00	\$32,000.00
08 30 00	specialty doors and frames specialty doors and frames	not required	0.00	\$0.00	\$0.00
08 30 00	installations- average installation of doors/frames and hardware	leaf	32.00	\$450.00	\$14,400.00
08 33 23	overhead coiling doors overhead coiling doors	not required	0.00	\$0.00	\$0.00
08 41 00	entrances and storefronts storefront doors- w/hw and installation storefront-exterior	leaf sf	3.00 143.00	\$2,800.00 \$112.00	\$8,400.00 \$16,016.00
08 50 00	windows exterior windows- cut opening- reframe and install new windows	sf	1050.00	\$90.00	\$94,500.00
08 71 00	door hardware door hardware- -ave per leaf door hardware-other	leaf sf allowance	32.00 14985.00	\$800.00 \$2.00	\$25,600.00 \$29,970.00
08 74 00	access control hardware access control hardware-card readers	sf allowance	14985.00	\$1.00	\$14,985.00
08 79 13	key storage equipment key cabinet	ea	1.00	\$325.00	\$325.00
08 71 13	automatic door operators automatic door operators-per leaf	leaf	2.00	\$6,500.00	\$13,000.00
09	09 – Finishes				\$546,688.25
09 21 16	partitions-gypsum board assemblies interior partitions exterior wall gwb	sq ft sq ft	7500.00 7337.00	\$14.00 \$5.00	\$105,000.00 \$36,685.00
09 30 13	ceramic tiling ceramic floor tile- restrooms ceramic wall tile- restrooms ceramic wall tile- kitchen	sf sf sf	532.00 1009.00 878.00	\$17.00 \$17.00 \$17.00	\$9,044.00 \$17,153.00 \$14,926.00
09 51 00	acoustic and gwb ceilings ceilings-allowance	sf allowance	14985.00	\$9.00	\$134,865.00
09 61 00	flooring treatment floor prep	sf allowance	14985.00	\$1.25	\$18,731.25
09 64 00	wood flooring wood flooring-cushioned	sf	3642.00	\$17.00	\$61,914.00
09 65 00	flooring- other flooring- other	sf allowance	8607.00	\$5.25	\$45,186.75
09 67 00	fluid-applied flooring				

10 44 00	fire protection specialties fire extinguishers and cabinets	ea	10.00	\$500.00	\$5,000.00	
10 51 00	lockers employee lockers	ls	1.00	\$5,000.00	\$5,000.00	
10 80 00	other specialties other specialties	sf allowance	14985.00	\$0.50	\$7,492.50	
11	11 – Equipment Division					\$0.00
11 20 00	commercial and residential equipment food service- kitchen equipment residential appliances	ls not required	1.00 0.00	\$350,000.00 \$0.00	\$0.00 \$0.00	
12	12 – Furnishings					\$89,910.00
12 20 00	window treatments window treatments	by owner	0.00	\$0.00	\$0.00	
12 32 00	manufactured wood casework manufactured casework	sf allowance	14985.00	\$6.00	\$89,910.00	
12 93 13	bicycle racks bicycle racks	not required	0.00	\$0.00	\$0.00	
12 93 23	trash and litter receptors trash and litter receptors	not required	0.00	\$0.00	\$0.00	
12 93 33	manufactured planters manufactured planters	not required	0.00	\$0.00	\$0.00	
12 93 43	site seating and tables site seating and tables	not required	0.00	\$0.00	\$0.00	
13	13 – Special Construction					\$70,700.00
13 00 00	special construction multipurpose auditorium-temp stage-collapsable multipurpose auditorium-seating structure	sf sf	280.00 316.00	\$55.00 \$175.00	\$15,400.00 \$55,300.00	
14	14 – Conveying Equipment					\$182,205.82
14 20 00	elevators machineroomless- electric traction increase speed to 150 fpm travel over 12vlf number stops over 2 door-2 speed add for 3000# capacity stainless steel doors-cab stainless steel walls stainless steel returns stainless steel doors-hall stainless steel frames-hall hall lanterns	ls ls not required not required ls ls ls ls ls ls ea ea ea	1.00 1.00 0.00 0.00 1.00 1.00 1.00 1.00 1.00 2.00 2.00 2.00 2.00	\$135,000.00 \$3,458.00 \$0.00 \$0.00 \$4,866.00 \$5,737.80 \$5,161.40 \$5,187.60 \$1,152.80 \$1,960.20 \$1,838.80 \$968.26	\$135,000.00 \$3,458.00 \$0.00 \$0.00 \$4,866.00 \$5,737.80 \$5,161.40 \$5,187.60 \$2,305.60 \$3,920.40 \$3,677.60 \$1,936.52	

	<i>position indicators</i>	<i>ea</i>	2.00	\$683.70	\$1,367.40
	<i>intercom service</i>	<i>ls</i>	1.00	\$1,487.50	\$1,487.50
	<i>cab floor</i>	<i>ls</i>	1.00	\$2,500.00	\$2,500.00
	<i>set of cab pads</i>	<i>ls</i>	1.00	\$1,100.00	\$1,100.00
	<i>1 yr. maintenance</i>	<i>ls</i>	1.00	\$4,500.00	\$4,500.00
	<i>temp use of elevator during construction</i>	<i>not included</i>	0.00	\$0.00	\$0.00
21	21 – Fire Suppression				\$119,880.00
21 10 00	water-based fire suppression systems <i>rework fire suppression system as needed-includes rooftop mech room</i>	<i>sf allowance</i>	14985.00	\$8.00	\$119,880.00
22	22 – Plumbing				\$149,850.00
22 00 00	plumbing <i>plumbing budget</i>	<i>sf allowance</i>	14985.00	\$10.00	\$149,850.00
23	23 – Heating, Ventilating, and Air Cond				\$749,250.00
22 00 00	hvac <i>hvac system</i>	<i>sf allowance</i>	14985.00	\$50.00	\$749,250.00
25	25 – Integrated Automation				\$0.00
25 30 00	integrated auto instrumentation and terminal devices <i>integrated auto instrumentation and terminal devices</i>	<i>see cat 23</i>	0.00	\$0.00	\$0.00
25 50 00	integrated automation facility controls <i>integrated automation facility controls</i>	<i>see cat 23</i>	0.00	\$0.00	\$0.00
26	26 – Electrical				\$1,093,905.00
26 00 00	electrical <i>electrical</i>	<i>sf allowance</i>	14985.00	\$60.00	\$899,100.00
	fire alarm system <i>fire alarm system</i>	<i>sf allowance</i>	14985.00	\$4.00	\$59,940.00
	a/v system <i>audio visual</i>	<i>sf allowance</i>	14985.00	\$2.00	\$29,970.00
	security system <i>security system</i>	<i>sf allowance</i>	14985.00	\$2.00	\$29,970.00
	cctv system <i>cctv system</i>	<i>sf allowance</i>	14985.00	\$2.00	\$29,970.00
	voice / data system <i>voice / data system</i>	<i>sf allowance</i>	14985.00	\$3.00	\$44,955.00
	lightning protection <i>lightning protection</i>	<i>not required</i>	0.00	\$0.00	\$0.00
27	27– Communications				\$0.00
27 10 00	structured cabling				

	<i>structured cabling</i>	<i>see cat 26</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
27 20 00	<i>data communications</i> <i>equipment and wiring by owner- only raceways provided</i>	<i>see cat 26</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
27 30 00	<i>voice communications</i> <i>equipment and wiring by owner- only raceways provided</i>	<i>see cat 26</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
27 40 00	<i>audio-video communications</i> <i>equipment and wiring by owner- only raceways provided</i>	<i>see cat 26</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
27 50 00	<i>distributed communications monitoring systems</i> <i>distributed communications monitoring systems</i>	<i>see cat 26</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
28	<i>28 – Electronic Safety and Security</i>				<i>\$0.00</i>
28 10 00	<i>electronic access control and intrusion detection</i> <i>equipment by owner- only card reader figured in hardware</i>	<i>by owner</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
28 20 00	<i>electronic surveillance</i> <i>equipment by owner</i>	<i>by owner</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
28 30 00	<i>electronic detection and alarm</i> <i>equipment by owner</i>	<i>by owner</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
28 40 00	<i>electronic monitoring and control</i> <i>equipment by owner</i>	<i>by owner</i>		<i>\$0.00</i>	<i>\$0.00</i>
31	<i>31 – Earthwork</i>				<i>\$0.00</i>
31 11 00	<i>selective site demolition</i> <i>selective site demolition</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
31 12 00	<i>selective clearing</i> <i>selective clearing</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
31 13 00	<i>selective tree and shrub removal and trimming</i> <i>selective tree and shrub removal and trimming</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
31 20 00	<i>sediment and erosion control-install-maintain and remove</i> <i>sediment and erosion control-install-maintain and remove</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
31 23 16	<i>excavation</i> <i>excavation and grading</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
Other	<i>other</i> <i>survey-stakeout-final</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
32	<i>32 – Exterior Improvements</i>				<i>\$0.00</i>
32 12 13	<i>asphalt paving</i> <i>asphalt paving</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
32 12 36	<i>seal coats</i> <i>seal paving before striping</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
32 12 33	<i>flexible paving surface treatments</i>				

	<i>flexible paving surface treatments</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
32 13 13	concrete paving <i>concrete paving</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
32 13 16	decorative concrete paving <i>decorative concrete paving</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
32 16 13	curbs and gutters <i>new curb and gutter</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
32 16 23	sidewalks and concrete <i>sidewalks and concrete</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
32 17 23	pavement markings <i>pavement markings</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
32 30 00	site improvements <i>site improvements</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
32 31 00	fences and gates <i>fences and gates</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
32 32 00	retaining walls <i>retaining walls</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
32 90 00	planting-landscaping <i>planting-landscaping</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33	33 – Utilities				\$0.00
33 10 00	water utilities <i>water utilities</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 20 00	wells <i>wells</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 30 00	sanitary sewerage utilities <i>sanitary sewerage utilities</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 36 00	utility septic tanks & fields <i>utility septic tanks & fields</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 40 00	storm drainage utilities <i>storm drainage utilities</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 50 00	fuel distribution utilities <i>fuel distribution utilities</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 70 00	electric utilities <i>electric service and ev stations</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 80 00	communications utilities <i>communications utilities</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
34	34 – Transportation				\$0.00

34 00 00	transportation					
	<i>transportation</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
					SUBTOTAL	\$4,661,238.42



**City of Rockville, Maryland
King Farm Farmstead
Dairy Barn Renovation and Addition**

ADDITION

Floor	GSF
1st	2165.00
2nd FLOOR BRIDGE	645.00
Total GSF	2810.00

FEASIBLE COST OF CONSTRUCTION / ORDER OF MAGNITUDE ESTIMATE

ESTIMATE CALCULATED IN THE 3rd QUARTER 2025: US DOLLARS

CSI Divisions	Task Description	Unit	Unit Count	\$/Unit	Sub Total	Total
01	01 – General Requirements					\$127,899.38
01 10 00	general requirements general requirements	percentage	10.00%	\$1,278,993.75	\$127,899.38	
02	02 – Existing Conditions					\$25,000.00
20 41 00	demolition demolition-	ls	1.00	\$25,000.00	\$25,000.00	
03	03 – Concrete					\$51,040.00
03 30 00	cast-in-place concrete concrete foundations slab on grade concrete patching and repairs	sf allowance sq ft sf allowance	2810.00 2165.00 2810.00	\$5.00 \$14.00 \$1.00	\$14,050.00 \$30,310.00 \$2,810.00	
03 54 13	gypsum underlayment gypsum underlayment	sf	645.00	\$6.00	\$3,870.00	
04	04 – Masonry					\$8,100.00
04 20 00	unit masonry foundation block	sq ft	180.00	\$45.00	\$8,100.00	
05	05 – Metals					\$58,720.00
05 12 00	structural steel framing structural steel framing	not required	0.00	\$0.00	\$0.00	
05 71 00	metal pan stairs metal pan stairs-includes railing railing- other	not required ls	0.00 1.00	\$0.00 \$25,000.00	\$0.00 \$25,000.00	
miscellaneous	miscellaneous metals miscellaneous metal support and framing inserts and anchors	sf allowance sf allowance	2810.00 2810.00	\$10.00 \$2.00	\$28,100.00 \$5,620.00	
06	06 – Wood, Plastics, and Composites					\$154,240.00

06 10 00	rough carpentry wood framing and flooring wood/metal backup and blocking plywood in elect/telecom areas	<i>sf allowance</i> <i>sf allowance</i> <i>ls</i>	2810.00 2810.00 1.00	\$40.00 \$2.00 \$2,500.00	\$112,400.00 \$5,620.00 \$2,500.00
06 20 13	exterior finish carpentry trim and siding	<i>sf allowance</i>	2810.00	\$10.00	\$28,100.00
06 20 23	interior finish carpentry trim	<i>sf allowance</i>	2810.00	\$2.00	\$5,620.00
07	07 – Thermal and Moisture Protection				\$250,765.00
07 10 00	waterproofing waterproof elevator pit	<i>ls</i>	1.00	\$6,500.00	\$6,500.00
07 21 16	wall insulation spray insulation	<i>sq ft</i>	3000.00	\$4.00	\$12,000.00
07 22 00	roof insulation roof insulation	<i>see below</i>	0.00	\$0.00	\$0.00
07 54 00	roofing roofing and insulation	<i>sq ft</i>	6273.80	\$35.00	\$219,583.00
07 62 23	gutters and downspouts gutters and downspouts	<i>ls</i>	1.00	\$6,500.00	\$6,500.00
07 81 00	applied fireproofing applied fireproofing	<i>not required</i>	0.00	\$0.00	\$0.00
07 84 00	firestopping fire stopping	<i>sf allowance</i>	2810.00	\$2.00	\$5,620.00
07 92 00	joint sealants interior caulking	<i>sf allowance</i>	2810.00	\$0.20	\$562.00
08	08 – Openings				\$208,166.00
08 00 00	door frames door frames-hm	<i>leaf</i>	7.00	\$400.00	\$2,800.00
08 14 16	doors hollow metal and solid core wood doors	<i>leaf</i>	7.00	\$1,000.00	\$7,000.00
08 30 00	specialty doors and frames specialty doors and frames	<i>not required</i>	0.00	\$0.00	\$0.00
	installations- average installation of doors/frames and hardware	<i>leaf</i>	7.00	\$450.00	\$3,150.00
08 33 23	overhead coiling doors overhead coiling doors	<i>not required</i>	0.00	\$0.00	\$0.00
08 41 00	entrances and storefronts storefront doors- w/hw and installation storefront	<i>leaf</i> <i>sf</i>	6.00 1198.00	\$2,800.00 \$112.00	\$16,800.00 \$134,176.00

08 50 00	windows exterior windows	see above	0.00	\$0.00	\$0.00
08 71 00	door hardware door hardware-ave per leaf door hardware-other	leaf sf allowance	7.00 2810.00	\$1,000.00 \$2.00	\$7,000.00 \$5,620.00
08 74 00	access control hardware access control hardware-card readers stc	sf allowance	2810.00	\$2.00	\$5,620.00
08 79 13	key storage equipment key cabinet	not required	0.00	\$0.00	\$0.00
08 71 13	automatic door operators automatic door operators-per leaf	leaf	4.00	\$6,500.00	\$26,000.00
09	09 – Finishes				\$167,754.25
09 21 16	partitions-gypsum board assemblies interior partitions gwb- outer walls	sq ft sq ft	3500.00 3000.00	\$14.00 \$5.00	\$49,000.00 \$15,000.00
09 30 13	ceramic tile ceramic tile	not required	0.00	\$0.00	\$0.00
09 51 00	acoustic and gwb ceilings acoustic and gwb ceilings	sf allowance	2810.00	\$9.00	\$25,290.00
09 61 00	flooring treatment floor prep	sf allowance	2810.00	\$1.25	\$3,512.50
09 64 00	wood flooring wood flooring-cushioned	sf	645.00	\$17.00	\$10,965.00
09 65 00	flooring- other flooring- other	sf allowance	2165.00	\$5.25	\$11,366.25
09 67 00	fluid-applied flooring sealed concrete	not required	0.00	\$0.00	\$0.00
09 67 23	resinous flooring resinous flooring-kitchen	not required	0.00	\$0.00	\$0.00
09 80 00	acoustic treatment- walls minor acoustical panel treatments	sf allowance	2810.00	\$1.25	\$3,512.50
09 91 13	exterior painting exterior painting	ls	1.00	\$5,000.00	\$5,000.00
09 91 23	interior painting interior painting allowance	sf allowance	2810.00	\$3.00	\$8,430.00
900-Other	other protection of finishes	sf allowance	2810.00	\$0.40	\$1,124.00
09 80 00	acoustic treatment- walls				

10 80 00	other specialties other specialties	<i>sf allowance</i>	2810.00	\$0.50	\$1,405.00	
11	11 – Equipment Division					\$0.00
11 20 00	commercial and residential equipment commercial and residential equipment	<i>not required</i>	0.00	\$0.00	\$0.00	
12	12 – Furnishings					\$2,810.00
12 20 00	window treatments window treatments	<i>by owner</i>	0.00	\$0.00	\$0.00	
12 32 00	manufactured wood casework manufactured casework	<i>sf allowance</i>	2810.00	\$1.00	\$2,810.00	
13	13 – Special Construction					\$0.00
13 00 000	special construction special construction	<i>not required</i>	0.00	\$0.00	\$0.00	
14	14 – Conveying Equipment					\$0.00
14 20 00	elevators elevators	<i>not required</i>	0.00	\$0.00	\$0.00	
21	21 – Fire Suppression					\$25,290.00
21 10 00	water-based fire suppression systems rework fire suppression system as needed	<i>sf allowance</i>	2810.00	\$9.00	\$25,290.00	
22	22 – Plumbing					\$2,810.00
22 00 00	plumbing plumbing budget	<i>sf allowance</i>	2810.00	\$1.00	\$2,810.00	
23	23 – Heating, Ventilating, and Air Cond					\$126,450.00
22 00 00	hvac hvac system	<i>sf allowance</i>	2810.00	\$45.00	\$126,450.00	
25	25 – Integrated Automation					\$0.00
25 30 00	integrated auto instrumentation and terminal devices integrated auto instrumentation and terminal devices	<i>see cat 23</i>	0.00	\$0.00	\$0.00	
25 50 00	integrated automation facility controls integrated automation facility controls	<i>see cat 23</i>	0.00	\$0.00	\$0.00	
26	26 – Electrical					\$174,220.00
26 00 00	electrical electrical fire alarm system	<i>sf allowance</i>	2810.00	\$50.00	\$140,500.00	

	<i>fire alarm system</i>	<i>sf allowance</i>	2810.00	\$4.00	\$11,240.00	
	a/v system <i>audio visual allowance-raceways only</i>	<i>sf allowance</i>	2810.00	\$2.00	\$5,620.00	
	security system <i>security system</i>	<i>sf allowance</i>	2810.00	\$2.00	\$5,620.00	
	cctv system <i>cctv system-raceways</i>	<i>sf allowance</i>	2810.00	\$2.00	\$5,620.00	
	voice / data system <i>voice / data system-raceways</i>	<i>sf allowance</i>	2810.00	\$2.00	\$5,620.00	
27	27- Communications					\$0.00
27 10 00	structured cabling <i>structured cabling</i>	<i>see cat 26</i>	0.00	\$0.00	\$0.00	
27 20 00	data communications <i>equipment and wiring by owner- only raceways provided</i>	<i>see cat 26</i>	0.00	\$0.00	\$0.00	
27 30 00	voice communications <i>equipment and wiring by owner- only raceways provided</i>	<i>see cat 26</i>	0.00	\$0.00	\$0.00	
27 40 00	audio-video communications <i>equipment and wiring by owner- only raceways provided</i>	<i>see cat 26</i>	0.00	\$0.00	\$0.00	
27 50 00	distributed communications monitoring systems <i>distributed communications monitoring systems</i>	<i>see cat 26</i>	0.00	\$0.00	\$0.00	
28	28 - Electronic Safety and Security					\$0.00
28 10 00	electronic access control and intrusion detection <i>equipment by owner- only card reader figured in hardware</i>	<i>by owner</i>	0.00	\$0.00	\$0.00	
28 20 00	electronic surveillance <i>equipment by owner</i>	<i>by owner</i>	0.00	\$0.00	\$0.00	
28 30 00	electronic detection and alarm <i>equipment by owner</i>	<i>by owner</i>	0.00	\$0.00	\$0.00	
28 40 00	electronic monitoring and control <i>equipment by owner</i>	<i>by owner</i>	0.00	\$0.00	\$0.00	
31	31 - Earthwork					\$0.00
31 11 00	selective site demolition <i>selective site demolition</i>	<i>not in scope</i>	0.00	\$0.00	\$0.00	
31 12 00	selective clearing <i>selective clearing</i>	<i>not in scope</i>	0.00	\$0.00	\$0.00	
31 13 00	selective tree and shrub removal and trimming <i>selective tree and shrub removal and trimming</i>	<i>not in scope</i>	0.00	\$0.00	\$0.00	

31 20 00	sediment and erosion control-install-maintain and remove sediment and erosion control-install-maintain and remove	<i>not in scope</i>	0.00	\$0.00	\$0.00
31 23 16	excavation excavation and grading	<i>not in scope</i>	0.00	\$0.00	\$0.00
Other	other survey-stakeout-final	<i>not in scope</i>	0.00	\$0.00	\$0.00
32	32 – Exterior Improvements				\$0.00
32 12 13	asphalt paving asphalt paving	<i>not included</i>	0.00	\$0.00	\$0.00
32 12 36	seal coats seal paving before striping	<i>not included</i>	0.00	\$0.00	\$0.00
32 12 33	flexible paving surface treatments flexible paving surface treatments	<i>not included</i>	0.00	\$0.00	\$0.00
32 13 13	concrete paving concrete paving	<i>not included</i>	0.00	\$0.00	\$0.00
32 13 16	decorative concrete paving decorative concrete paving	<i>not included</i>	0.00	\$0.00	\$0.00
32 16 13	curbs and gutters new curb and gutter	<i>not included</i>	0.00	\$0.00	\$0.00
32 16 23	sidewalks and concrete sidewalks and concrete	<i>not included</i>	0.00	\$0.00	\$0.00
32 17 23	pavement markings pavement markings	<i>not included</i>	0.00	\$0.00	\$0.00
32 30 00	site improvements site improvements	<i>not included</i>	0.00	\$0.00	\$0.00
32 31 00	fences and gates fences and gates	<i>not included</i>	0.00	\$0.00	\$0.00
32 32 00	retaining walls retaining walls	<i>not included</i>	0.00	\$0.00	\$0.00
32 90 00	planting-landscaping planting-landscaping	<i>not included</i>	0.00	\$0.00	\$0.00
33	33 – Utilities				\$0.00
33 10 00	water utilities water utilities	<i>not included</i>	0.00	\$0.00	\$0.00
33 20 00	wells wells	<i>not included</i>	0.00	\$0.00	\$0.00
33 30 00	sanitary sewerage utilities sanitary sewerage utilities	<i>not included</i>	0.00	\$0.00	\$0.00

33 36 00	utility septic tanks & fields <i>utility septic tanks & fields</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 40 00	storm drainage utilities <i>storm drainage utilities</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 50 00	fuel distribution utilities <i>fuel distribution utilities</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 70 00	electric utilities <i>electric service and ev stations</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 80 00	communications utilities <i>communications utilities</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
34	34 – Transportation				\$0.00
34 00 00	transportation <i>transportation</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
				SUBTOTAL	\$1,406,893.13



**King Farm Farmstead
Dairy Barn Renovation and Addition**

COURTYARD

Floor	GSF
COURTYARD	2474.00
Total GSF	2474.00

FEASIBLE COST OF CONSTRUCTION / ORDER OF MAGNITUDE ESTIMATE

ESTIMATE CALCULATED IN THE 3rd QUARTER 2025: US DOLLARS

CSI Divisions	Task Description	Unit	Unit Count	\$/Unit	Sub Total	Total
01	01 – General Requirements					\$23,844.80
01 10 00	general requirements general requirements	percentage	10.00%	\$238,448.00	\$23,844.80	
02	02 – Existing Conditions					\$0.00
20 41 00	demolition demolition	see below	0.00	\$0.00	\$0.00	
03	03 – Concrete					\$0.00
03 30 00	concrete concrete	see below	0.00	\$0.00	\$0.00	
04	04 – Masonry					\$0.00
04 00 00	masonry masonry	see below	0.00	\$0.00	\$0.00	
05	05 – Metals					\$0.00
05 00 00	metals metals	see below	0.00	\$0.00	\$0.00	
miscellaneous	miscellaneous metals miscellaneous metal support and framing inserts and anchors	see below not required	0.00 0.00	\$0.00 \$0.00	\$0.00 \$0.00	
06	06 – Wood, Plastics, and Composites					\$0.00
06 10 00	rough carpentry framing, wood/metal backup and blocking	not required	0.00	\$0.00	\$0.00	
06 20 13	exterior finish carpentry exterior finish carpentry	not required	0.00	\$0.00	\$0.00	
06 20 23	interior finish carpentry interior finish carpentry	not required	0.00	\$0.00	\$0.00	

07	07 – Thermal and Moisture Protection					\$0.00
07 10 00	waterproofing waterproofing	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
07 54 00	roofing roofing	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
07 62 23	gutters and downspouts gutters and downspouts	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
07 81 00	applied fireproofing applied fireproofing	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
07 84 00	firestopping fire stopping	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
07 92 00	joint sealants interior caulking	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
08	08 – Openings					\$0.00
08 00 00	doors, frames and hardware doors, frames and hardware	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
08 50 00	windows exterior windows	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
09	09 – Finishes					\$0.00
09 21 16	partitions partitions	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
09 30 13	ceramic tile ceramic tile	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
09 51 00	ceilings ceilings	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
09 65 00	flooring flooring	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
09 91 13	exterior painting exterior painting	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
09 91 23	interior painting interior painting allowance	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
900-Other	other protection of finishes	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
10	10 – Specialties					\$0.00
10 14 00	signage interior signage	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	

10 22 23	folding partitions-acoustical folding partitions-acoustical	not required	0.00	\$0.00	\$0.00
10 26 00	wall and door protection wall and door protection	not required	0.00	\$0.00	\$0.00
10 28 13	toilet accessories toilet accessories	not required	0.00	\$0.00	\$0.00
10 80 00	other specialties other specialties	not required	0.00	\$0.00	\$0.00
11	11 – Equipment Division				\$0.00
11 20 00	commercial and residential equipment commercial and residential equipment	not required	0.00	\$0.00	\$0.00
12	12 – Furnishings				\$0.00
12 20 00	window treatments window treatments	not required	0.00	\$0.00	\$0.00
12 32 00	manufactured wood casework manufactured casework	not required	0.00	\$0.00	\$0.00
13	13 – Special Construction				\$0.00
13 00 000	special construction special construction	not required	0.00	\$0.00	\$0.00
14	14 – Conveying Equipment				\$0.00
14 20 00	elevators elevators	not required	0.00	\$0.00	\$0.00
21	21 – Fire Suppression				\$0.00
21 10 00	water-based fire suppression systems water-based fire suppression systems	not required	0.00	\$0.00	\$0.00
22	22 – Plumbing				\$1,000.00
22 00 00	plumbing hose bibbs	ea	2.00	\$500.00	\$1,000.00
23	23 – Heating, Ventilating, and Air Cond				\$0.00
22 00 00	hvac hvac system	not required	0.00	\$0.00	\$0.00
25	25 – Integrated Automation				\$0.00
25 30 00	integrated auto instrumentation and terminal devices integrated auto instrumentation and terminal devices	see cat 23	0.00	\$0.00	\$0.00

26	26 – Electrical					\$37,110.00
26 00 00	electrical electrical and lighting	<i>sf allowance</i>	2474.00	\$15.00	\$37,110.00	
27	27– Communications					\$0.00
27 00 00	communications structured cabling	<i>see cat 26</i>	0.00	\$0.00	\$0.00	
28	28 – Electronic Safety and Security					\$0.00
28 10 00	electronic safety and security electronic safety and security	<i>by owner</i>	0.00	\$0.00	\$0.00	
31	31 – Earthwork					\$22,370.00
31 11 00	selective site demolition selective site demolition	<i>sf allowance</i>	2474.00	\$5.00	\$12,370.00	
31 12 00	selective clearing selective clearing	<i>not required</i>	0.00	\$0.00	\$0.00	
31 20 00	sediment and erosion control-install-maintain and remove sediment and erosion control-install-maintain and remove	<i>not included</i>	0.00	\$0.00	\$0.00	
31 23 16	excavation excavation and grading	<i>ls</i>	1.00	\$10,000.00	\$10,000.00	
Other	other survey-stakeout-final	<i>not required</i>	0.00	\$0.00	\$0.00	
32	32 – Exterior Improvements					\$162,968.00
32 12 13	asphalt paving asphalt paving	<i>not required</i>	0.00	\$0.00	\$0.00	
32 12 36	seal coats seal paving before striping	<i>not required</i>	0.00	\$0.00	\$0.00	
32 12 33	flexible paving surface treatments flexible paving surface treatments	<i>not required</i>	0.00	\$0.00	\$0.00	
32 13 13	concrete paving concrete paving	<i>not required</i>	0.00	\$0.00	\$0.00	
32 13 16	decorative concrete paving- unity pavers decorative concrete paving	<i>sf allowance</i>	2474.00	\$32.00	\$79,168.00	
32 16 13	curbs and gutters new curb and gutter	<i>not required</i>	0.00	\$0.00	\$0.00	
32 16 23	sidewalks and concrete stepped stage area	<i>sf</i>	345.00	\$40.00	\$13,800.00	
32 17 23	pavement markings					

	<i>pavement markings</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
32 30 00	site improvements <i>fixed furnishings (benches, tables, trash receptacles etc)</i>	<i>allowance</i>	<i>1.00</i>	<i>\$40,000.00</i>	<i>\$40,000.00</i>
32 31 00	fences and gates <i>fences and gates</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
32 32 00	retaining walls <i>retaining walls</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
32 90 00	planting-landscaping <i>planting-landscaping and tree grate</i>	<i>ls</i>	<i>1.00</i>	<i>\$30,000.00</i>	<i>\$30,000.00</i>
33	33 – Utilities				\$15,000.00
33 10 00	water utilities <i>water utilities</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 20 00	wells <i>wells</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 30 00	sanitary sewerage utilities <i>sanitary sewerage utilities</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 36 00	utility septic tanks & fields <i>utility septic tanks & fields</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 40 00	storm drainage utilities <i>inlets and drain pipe</i>	<i>ls</i>	<i>1.00</i>	<i>\$15,000.00</i>	<i>\$15,000.00</i>
33 50 00	fuel distribution utilities <i>fuel distribution utilities</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 70 00	electric utilities <i>electric service and ev stations</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 80 00	communications utilities <i>communications utilities</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
34	34 – Transportation				\$0.00
34 00 00	transportation <i>transportation</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
					SUBTOTAL
					\$262,292.80



**King Farm Farmstead
Dairy Barn Renovation and Addition**

FORECOURT

Floor	GSF
FORECOURT	664.00
Total GSF	664.00

FEASIBLE COST OF CONSTRUCTION / ORDER OF MAGNITUDE ESTIMATE

ESTIMATE CALCULATED IN THE 3rd QUARTER 2025: US DOLLARS

CSI Divisions	Task Description	Unit	Unit Count	\$/Unit	Sub Total	Total
01	01 – General Requirements					\$1,815.00
01 10 00	general requirements general requirements	percentage	10.00%	\$18,150.00	\$1,815.00	
02	02 – Existing Conditions					\$0.00
20 41 00	demolition demolition	see below	0.00	\$0.00	\$0.00	
03	03 – Concrete					\$0.00
03 30 00	concrete concrete	see below	0.00	\$0.00	\$0.00	
04	04 – Masonry					\$0.00
04 00 00	masonry masonry	see below	0.00	\$0.00	\$0.00	
05	05 – Metals					\$0.00
05 00 00	metals metals	see below	0.00	\$0.00	\$0.00	
miscellaneous	miscellaneous metals miscellaneous metal support and framing inserts and anchors	see below not required	0.00 0.00	\$0.00 \$0.00	\$0.00 \$0.00	
06	06 – Wood, Plastics, and Composites					\$0.00
06 10 00	rough carpentry framing, wood/metal backup and blocking	not required	0.00	\$0.00	\$0.00	
06 20 13	exterior finish carpentry exterior finish carpentry	not required	0.00	\$0.00	\$0.00	
06 20 23	interior finish carpentry interior finish carpentry	not required	0.00	\$0.00	\$0.00	

07	07 – Thermal and Moisture Protection					\$0.00
07 10 00	waterproofing waterproofing	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
07 54 00	roofing roofing	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
07 62 23	gutters and downspouts gutters and downspouts	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
07 81 00	applied fireproofing applied fireproofing	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
07 84 00	firestopping fire stopping	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
07 92 00	joint sealants interior caulking	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
08	08 – Openings					\$0.00
08 00 00	doors, frames and hardware doors, frames and hardware	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
08 50 00	windows exterior windows	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
09	09 – Finishes					\$0.00
09 21 16	partitions partitions	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
09 30 13	ceramic tile ceramic tile	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
09 51 00	ceilings ceilings	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
09 65 00	flooring flooring	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
09 91 13	exterior painting exterior painting	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
09 91 23	interior painting interior painting allowance	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
900-Other	other protection of finishes	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
10	10 – Specialties					\$0.00
10 14 00	signage interior signage	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	

10 22 23	folding partitions-acoustical folding partitions-acoustical	not required	0.00	\$0.00	\$0.00
10 26 00	wall and door protection wall and door protection	not required	0.00	\$0.00	\$0.00
10 28 13	toilet accessories toilet accessories	not required	0.00	\$0.00	\$0.00
10 80 00	other specialties other specialties	not required	0.00	\$0.00	\$0.00
11	11 – Equipment Division				\$0.00
11 20 00	commercial and residential equipment commercial and residential equipment	not required	0.00	\$0.00	\$0.00
12	12 – Furnishings				\$0.00
12 20 00	window treatments window treatments	not required	0.00	\$0.00	\$0.00
12 32 00	manufactured wood casework manufactured casework	not required	0.00	\$0.00	\$0.00
13	13 – Special Construction				\$0.00
13 00 000	special construction special construction	not required	0.00	\$0.00	\$0.00
14	14 – Conveying Equipment				\$0.00
14 20 00	elevators elevators	not required	0.00	\$0.00	\$0.00
21	21 – Fire Suppression				\$0.00
21 10 00	water-based fire suppression systems water-based fire suppression systems	not required	0.00	\$0.00	\$0.00
22	22 – Plumbing				\$0.00
22 00 00	plumbing plumbing	not required	0.00	\$0.00	\$0.00
23	23 – Heating, Ventilating, and Air Cond				\$0.00
22 00 00	hvac hvac system	not required	0.00	\$0.00	\$0.00
25	25 – Integrated Automation				\$0.00
25 30 00	integrated auto instrumentation and terminal devices integrated auto instrumentation and terminal devices	see cat 23	0.00	\$0.00	\$0.00

26	26 – Electrical					\$0.00
26 00 00	electrical electrical	not required	0.00	\$0.00	\$0.00	
27	27– Communications					\$0.00
27 00 00	communications structured cabling	see cat 26	0.00	\$0.00	\$0.00	
28	28 – Electronic Safety and Security					\$0.00
28 10 00	electronic safety and security electronic safety and security	by owner	0.00	\$0.00	\$0.00	
31	31 – Earthwork					\$8,320.00
31 11 00	selective site demolition selective site demolition	sf allowance	664.00	\$5.00	\$3,320.00	
31 12 00	selective clearing selective clearing	not required	0.00	\$0.00	\$0.00	
31 20 00	sediment and erosion control-install-maintain and remove sediment and erosion control-install-maintain and remove	not included	0.00	\$0.00	\$0.00	
31 23 16	excavation excavation and grading	ls	1.00	\$5,000.00	\$5,000.00	
Other	other survey-stakeout-final	not required	0.00	\$0.00	\$0.00	
32	32 – Exterior Improvements					\$4,830.00
32 12 13	asphalt paving asphalt paving	not required	0.00	\$0.00	\$0.00	
32 12 36	seal coats seal paving before striping	not required	0.00	\$0.00	\$0.00	
32 12 33	flexible paving surface treatments flexible paving surface treatments	not required	0.00	\$0.00	\$0.00	
32 13 13	concrete paving concrete paving	not required	0.00	\$0.00	\$0.00	
32 13 16	decorative concrete paving- unity pavers decorative concrete paving	not required	0.00	\$0.00	\$0.00	
32 16 13	curbs and gutters new curb and gutter	not required	0.00	\$0.00	\$0.00	
32 16 23	sidewalks and concrete pedestrian sidewalk	sf	345.00	\$14.00	\$4,830.00	
32 17 23	pavement markings					

	<i>pavement markings</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
32 30 00	site improvements <i>fixed furnishings (benches, tables, trash receptacles etc)</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
32 31 00	fences and gates <i>fences and gates</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
32 32 00	retaining walls <i>retaining walls</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
32 90 00	planting-landscaping <i>landscaping</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
33	33 – Utilities					\$5,000.00
33 10 00	water utilities <i>water utilities</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
33 20 00	wells <i>wells</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
33 30 00	sanitary sewerage utilities <i>sanitary sewerage utilities</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
33 36 00	utility septic tanks & fields <i>utility septic tanks & fields</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
33 40 00	storm drainage utilities <i>inlets and drain pipe</i>	<i>ls</i>	<i>1.00</i>	<i>\$5,000.00</i>	<i>\$5,000.00</i>	
33 50 00	fuel distribution utilities <i>fuel distribution utilities</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
33 70 00	electric utilities <i>electric service and ev stations</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
33 80 00	communications utilities <i>communications utilities</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
34	34 – Transportation					\$0.00
34 00 00	transportation <i>transportation</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
					SUBTOTAL	\$19,965.00



**King Farm Farmstead
Dairy Barn Renovation and Addition**

S ENTRY TERRACE

Floor	GSF
S ENTRY TERRACE	2912.00
Total GSF	2912.00

FEASIBLE COST OF CONSTRUCTION / ORDER OF MAGNITUDE ESTIMATE

ESTIMATE CALCULATED IN THE 3rd QUARTER 2025: US DOLLARS

CSI Divisions	Task Description	Unit	Unit Count	\$/Unit	Sub Total	Total
01	01 – General Requirements					\$34,167.30
01 10 00	general requirements general requirements	percentage	10.00%	\$341,673.00	\$34,167.30	
02	02 – Existing Conditions					\$0.00
20 41 00	demolition demolition	see below	0.00	\$0.00	\$0.00	
03	03 – Concrete					\$0.00
03 30 00	concrete concrete	see below	0.00	\$0.00	\$0.00	
04	04 – Masonry					\$0.00
04 00 00	masonry masonry	see below	0.00	\$0.00	\$0.00	
05	05 – Metals					\$0.00
05 00 00	metals metals	see below	0.00	\$0.00	\$0.00	
miscellaneous	miscellaneous metals miscellaneous metal support and framing inserts and anchors	see below not required	0.00 0.00	\$0.00 \$0.00	\$0.00 \$0.00	
06	06 – Wood, Plastics, and Composites					\$0.00
06 10 00	rough carpentry framing, wood/metal backup and blocking	not required	0.00	\$0.00	\$0.00	
06 20 13	exterior finish carpentry exterior finish carpentry	not required	0.00	\$0.00	\$0.00	
06 20 23	interior finish carpentry interior finish carpentry	not required	0.00	\$0.00	\$0.00	
07	07 – Thermal and Moisture Protection					\$0.00

07 10 00	waterproofing waterproofing	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
07 54 00	roofing roofing	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
07 62 23	gutters and downspouts gutters and downspouts	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
07 81 00	applied fireproofing applied fireproofing	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
07 84 00	firestopping fire stopping	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
07 92 00	joint sealants interior caulking	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
08	08 – Openings				\$0.00
08 00 00	doors, frames and hardware doors, frames and hardware	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
08 50 00	windows exterior windows	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
09	09 – Finishes				\$0.00
09 21 16	partitions partitions	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
09 30 13	ceramic tile ceramic tile	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
09 51 00	ceilings ceilings	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
09 65 00	flooring flooring	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
09 91 13	exterior painting exterior painting	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
09 91 23	interior painting interior painting allowance	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
900-Other	other protection of finishes	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
10	10 – Specialties				\$0.00
10 14 00	signage interior signage	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
10 22 23	folding partitions-acoustical folding partitions-acoustical	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>

10 26 00	wall and door protection wall and door protection	not required	0.00	\$0.00	\$0.00
10 28 13	toilet accessories toilet accessories	not required	0.00	\$0.00	\$0.00
10 80 00	other specialties other specialties	not required	0.00	\$0.00	\$0.00
11	11 – Equipment Division				
11 20 00	commercial and residential equipment commercial and residential equipment	not required	0.00	\$0.00	\$0.00
12	12 – Furnishings				
12 20 00	window treatments window treatments	not required	0.00	\$0.00	\$0.00
12 32 00	manufactured wood casework manufactured casework	not required	0.00	\$0.00	\$0.00
13	13 – Special Construction				
13 00 000	special construction special construction	not required	0.00	\$0.00	\$0.00
14	14 – Conveying Equipment				
14 20 00	elevators elevators	not required	0.00	\$0.00	\$0.00
21	21 – Fire Suppression				
21 10 00	water-based fire suppression systems water-based fire suppression systems	not required	0.00	\$0.00	\$0.00
22	22 – Plumbing				
22 00 00	plumbing hose bibbs	ea	2.00	\$500.00	\$1,000.00
23	23 – Heating, Ventilating, and Air Cond				
22 00 00	hvac hvac system	not required	0.00	\$0.00	\$0.00
25	25 – Integrated Automation				
25 30 00	integrated auto instrumentation and terminal devices integrated auto instrumentation and terminal devices	see cat 23	0.00	\$0.00	\$0.00
26	26 – Electrical				
26 00 00	electrical				\$43,680.00

	<i>electrical and lighting</i>	<i>sf allowance</i>	2912.00	\$15.00	\$43,680.00
27	27- Communications				\$0.00
27 00 00	communications <i>structured cabling</i>	<i>see cat 26</i>	0.00	\$0.00	\$0.00
28	28 - Electronic Safety and Security				\$0.00
28 10 00	electronic safety and security <i>electronic safety and security</i>	<i>by owner</i>	0.00	\$0.00	\$0.00
31	31 - Earthwork				\$44,560.00
31 11 00	selective site demolliton <i>selective site demolliton</i>	<i>sf allowance</i>	2912.00	\$5.00	\$14,560.00
31 12 00	selective clearing <i>selective clearing</i>	<i>not required</i>	0.00	\$0.00	\$0.00
31 20 00	sediment and erosion control-install-maintain and remove <i>sediment and erosion control-install-maintain and remove</i>	<i>not included</i>	0.00	\$0.00	\$0.00
31 23 16	excavation <i>excavation and grading and backfill</i>	<i>ls</i>	1.00	\$30,000.00	\$30,000.00
Other	other <i>survey-stakeout-final</i>	<i>not required</i>	0.00	\$0.00	\$0.00
32	32 - Exterior Improvements				\$234,433.00
32 12 13	asphalt paving <i>asphalt paving</i>	<i>not required</i>	0.00	\$0.00	\$0.00
32 12 36	seal coats <i>seal paving before striping</i>	<i>not required</i>	0.00	\$0.00	\$0.00
32 12 33	flexible paving surface treatments <i>flexible paving surface treatments</i>	<i>not required</i>	0.00	\$0.00	\$0.00
32 13 13	concrete paving <i>concrete paving</i>	<i>not required</i>	0.00	\$0.00	\$0.00
32 13 16	decorative concrete paving- unity pavers <i>decorative concrete paving</i>	<i>not required</i>	0.00	\$0.00	\$0.00
32 16 13	curbs and gutters <i>new curb and gutter</i>	<i>not required</i>	0.00	\$0.00	\$0.00
32 16 23	sidewalks and concrete <i>concrete terrace</i> <i>ada ramp premium</i> <i>concrete stairs- riser ft</i> <i>railing- stairs and ornamental</i>	<i>sf allowance</i> <i>sf</i> <i>ft</i> <i>ft</i>	2912.00 401.00 80.00 237.00	\$14.00 \$15.00 \$45.00 \$150.00	\$40,768.00 \$6,015.00 \$3,600.00 \$35,550.00
32 17 23	pavement markings <i>pavement markings</i>	<i>not required</i>	0.00	\$0.00	\$0.00

32 30 00	site improvements <i>fixed furnishings (benches, tables, trash receptacles etc)</i>	<i>allowance</i>	1.00	\$30,000.00	\$30,000.00
32 31 00	fences and gates <i>fences and gates</i>	<i>not required</i>	0.00	\$0.00	\$0.00
32 32 00	retaining walls <i>retaining walls-average</i>	<i>ft</i>	237.00	\$500.00	\$118,500.00
32 90 00	planting-landscaping <i>planting-landscaping and tree grate</i>	<i>not required</i>	0.00	\$0.00	\$0.00
33	33 – Utilities				\$18,000.00
33 10 00	water utilities <i>water utilities</i>	<i>not required</i>	0.00	\$0.00	\$0.00
33 20 00	wells <i>wells</i>	<i>not required</i>	0.00	\$0.00	\$0.00
33 30 00	sanitary sewerage utilities <i>sanitary sewerage utilities</i>	<i>not required</i>	0.00	\$0.00	\$0.00
33 36 00	utility septic tanks & fields <i>utility septic tanks & fields</i>	<i>not required</i>	0.00	\$0.00	\$0.00
33 40 00	storm drainage utilities <i>inlets and drain pipe</i>	<i>ls</i>	1.00	\$18,000.00	\$18,000.00
33 50 00	fuel distribution utilities <i>fuel distribution utilities</i>	<i>not required</i>	0.00	\$0.00	\$0.00
33 70 00	electric utilities <i>electric service and ev stations</i>	<i>not required</i>	0.00	\$0.00	\$0.00
33 80 00	communications utilities <i>communications utilities</i>	<i>not required</i>	0.00	\$0.00	\$0.00
34	34 – Transportation				\$0.00
34 00 00	transportation <i>transportation</i>	<i>not required</i>	0.00	\$0.00	\$0.00
					SUBTOTAL
					\$375,840.30



**City of Rockville, Maryland
King Farm Farmstead
Dairy Barn Renovation and Addition**

2ND FLOOR BRIDGE

Floor	GSF
not included	0.00
2nd	645.00
Total GSF	645.00

FEASIBLE COST OF CONSTRUCTION / ORDER OF MAGNITUDE ESTIMATE

ESTIMATE CALCULATED IN THE 3rd QUARTER 2025: US DOLLARS

CSI Divisions	Task Description	Unit	Unit Count	\$/Unit	Sub Total	Total
01	01 – General Requirements					\$31,627.08
01 10 00	general requirements general requirements	percentage	10.00%	\$316,270.75	\$31,627.08	
02	02 – Existing Conditions					\$20,000.00
20 41 00	demolition demolition	ls	1.00	\$20,000.00	\$20,000.00	
03	03 – Concrete					\$8,385.00
03 30 00	cast-in-place concrete concrete foundations	sf allowance	645.00	\$7.00	\$4,515.00	
03 54 13	gypsum underlayment gypsum underlayment	sf	645.00	\$6.00	\$3,870.00	
04	04 – Masonry					\$0.00
04 20 00	unit masonry foundation block	not required	0.00	\$0.00	\$0.00	
05	05 – Metals					\$36,765.00
05 12 00	structural steel framing structural steel framing columns and beams	sf allowance	645.00	\$45.00	\$29,025.00	
05 71 00	metal pan stairs metal pan stairs	not required	0.00	\$0.00	\$0.00	
miscellaneous	miscellaneous metals miscellaneous metal support and framing inserts and anchors	sf allowance sf allowance	645.00 645.00	\$10.00 \$2.00	\$6,450.00 \$1,290.00	
06	06 – Wood, Plastics, and Composites					\$38,055.00
06 10 00	rough carpentry wood framing and flooring-joists-deck roof and sheathing wood/metal backup and blocking	sf allowance sf allowance	645.00 645.00	\$40.00 \$2.00	\$25,800.00 \$1,290.00	

06 20 13	exterior finish carpentry trim and siding	<i>sf allowance</i>	645.00	\$15.00	\$9,675.00
06 20 23	interior finish carpentry trim	<i>sf allowance</i>	645.00	\$2.00	\$1,290.00
07	07 – Thermal and Moisture Protection				\$53,847.25
07 10 00	waterproofing waterproof elevator pit	<i>not required</i>	0.00	\$0.00	\$0.00
07 21 16	wall insulation spray insulation	<i>sq ft</i>	1388.00	\$4.00	\$5,552.00
07 22 00	roof insulation roof insulation soffit insulation	<i>see below</i> <i>sq ft</i>	0.00	\$0.00	\$0.00
07 54 00	roofing roofing and insulation soffit insulation	<i>sq ft</i> <i>sq ft</i>	870.75 645.00	\$35.00 \$20.00	\$30,476.25 \$12,900.00
07 62 23	gutters and downspouts gutters and downspouts	<i>ls</i>	1.00	\$3,500.00	\$3,500.00
07 81 00	applied fireproofing applied fireproofing	<i>not required</i>	0.00	\$0.00	\$0.00
07 84 00	firestopping fire stopping	<i>sf allowance</i>	645.00	\$2.00	\$1,290.00
07 92 00	joint sealants interior caulking	<i>sf allowance</i>	645.00	\$0.20	\$129.00
08	08 – Openings				\$33,712.00
08 00 00	door frames door frames-hm	<i>not required</i>	0.00	\$0.00	\$0.00
08 14 16	doors hollow metal and solid core wood doors	<i>not required</i>	0.00	\$0.00	\$0.00
08 30 00	specialty doors and frames specialty doors and frames	<i>not required</i>	0.00	\$0.00	\$0.00
	installations- average installation of doors/frames and hardware	<i>not required</i>	0.00	\$0.00	\$0.00
08 33 23	overhead coiling doors overhead coiling doors	<i>not required</i>	0.00	\$0.00	\$0.00
08 41 00	entrances and storefronts storefront doors- w/hw and installation storefront	<i>not required</i> <i>sf</i>	0.00 301.00	\$0.00 \$112.00	\$0.00 \$33,712.00
08 50 00	windows				

	<i>exterior windows</i>	<i>see above</i>	0.00	\$0.00	\$0.00
08 71 00	door hardware				
	<i>door hardware- ave per leaf</i>	<i>not required</i>	0.00	\$0.00	\$0.00
	<i>door hardware-other</i>	<i>not required</i>	0.00	\$0.00	\$0.00
08 74 00	access control hardware				
	<i>access control hardware-card readers stc</i>	<i>not required</i>	0.00	\$0.00	\$0.00
08 79 13	key storage equipment				
	<i>key cabinet</i>	<i>not required</i>	0.00	\$0.00	\$0.00
08 71 13	automatic door operators				
	<i>automatic door operators-per leaf</i>	<i>not required</i>	0.00	\$0.00	\$0.00
09	09 – Finishes				\$37,243.50
09 21 16	partitions-gypsum board assemblies				
	<i>interior partitions</i>	<i>not required</i>	0.00	\$0.00	\$0.00
	<i>gwb- outer walls</i>	<i>sq ft</i>	695.00	\$5.00	\$3,475.00
09 30 13	ceramic tile				
	<i>ceramic tile</i>	<i>not required</i>	0.00	\$0.00	\$0.00
09 51 00	acoustic and gwb ceilings				
	<i>acoustic and gwb ceilings</i>	<i>sf allowance</i>	645.00	\$9.00	\$5,805.00
09 61 00	flooring treatment				
	<i>floor prep</i>	<i>sf allowance</i>	645.00	\$1.25	\$806.25
09 64 00	wood flooring				
	<i>wood flooring-cushioned</i>	<i>sf</i>	645.00	\$17.00	\$10,965.00
09 65 00	flooring- other				
	<i>flooring- other</i>	<i>sf allowance</i>	0.00	\$5.25	\$0.00
09 67 00	fluid-applied flooring				
	<i>sealed concrete</i>	<i>not required</i>	0.00	\$0.00	\$0.00
09 67 23	resinous flooring				
	<i>resinous flooring-kitchen</i>	<i>not required</i>	0.00	\$0.00	\$0.00
09 80 00	acoustic treatment- walls				
	<i>minor acoustical panel treatments</i>	<i>sf allowance</i>	645.00	\$1.25	\$806.25
09 91 13	exterior painting				
	<i>exterior painting</i>	<i>ls</i>	1.00	\$5,000.00	\$5,000.00
09 91 23	interior painting				
	<i>interior painting allowance</i>	<i>sf allowance</i>	645.00	\$3.00	\$1,935.00
900-Other	other				
	<i>protection of finishes</i>	<i>sf allowance</i>	645.00	\$0.40	\$258.00
09 80 00	acoustic treatment- walls				
	<i>minor acoustical panel treatment</i>	<i>not required</i>	0.00	\$0.00	\$0.00

09 91 13	exterior painting exterior painting	ls	1.00	\$6,000.00	\$6,000.00
09 91 23	interior painting interior painting allowance	sf allowance	645.00	\$3.00	\$1,935.00
900-Other	other protection of finishes	sf allowance	645.00	\$0.40	\$258.00
10	10 – Specialties				\$1,935.00
10 11 00	visual display units tackboards-marker boards- fixed smart boards	not required not required	0.00 0.00	\$0.00 \$0.00	\$0.00 \$0.00
10 14 00	signage interior signage	sf allowance	645.00	\$0.75	\$483.75
10 21 13	toilet compartments toilet partitions-see 10 28 13 below urinal partition	not required not required	0.00 0.00	\$0.00 \$0.00	\$0.00 \$0.00
10 22 23	folding partitions-acoustical folding partitions-acoustical	not required	0.00	\$0.00	\$0.00
10 26 00	wall and door protection wall and door protection	sf allowance	645.00	\$0.25	\$161.25
10 28 13	toilet accessories toilet accessories-budget	sf allowance	645.00	2.00	\$1,290.00
10 43 00	emergency aid specialties emergency aid specialties	not required	0.00	\$0.00	\$0.00
10 44 00	fire protection specialties fire extinguishers and cabinets	not required	0.00	\$0.00	\$0.00
10 51 00	lockers employee lockers	not required	0.00	\$0.00	\$0.00
10 80 00	other specialties other specialties	not required	0.00	\$0.00	\$0.00
11	11 – Equipment Division				\$0.00
11 20 00	commercial and residential equipment commercial and residential equipment	not required	0.00	\$0.00	\$0.00
12	12 – Furnishings				\$0.00
12 20 00	window treatments window treatments	not required	0.00	\$0.00	\$0.00
12 32 00	manufactured wood casework manufactured casework	not required	0.00	\$0.00	\$0.00

13	13 – Special Construction					\$0.00
13 00 00	special construction special construction	not required	0.00	\$0.00	\$0.00	
14	14 – Conveying Equipment					\$0.00
14 20 00	elevators elevators	not required	0.00	\$0.00	\$0.00	
21	21 – Fire Suppression					\$22,473.00
21 10 00	water-based fire suppression systems rework fire suppression system as needed-includes rooftop mech room	sf allowance	2497.00	\$9.00	\$22,473.00	
22	22 – Plumbing					\$0.00
22 00 00	plumbing plumbing budget	not required	0.00	\$0.00	\$0.00	
23	23 – Heating, Ventilating, and Air Cond					\$29,025.00
22 00 00	hvac hvac system	sf allowance	645.00	\$45.00	\$29,025.00	
25	25 – Integrated Automation					\$0.00
25 30 00	integrated auto instrumentation and terminal devices integrated auto instrumentation and terminal devices	see cat 23	0.00	\$0.00	\$0.00	
25 50 00	integrated automation facility controls integrated automation facility controls	see cat 23	0.00	\$0.00	\$0.00	
26	26 – Electrical					\$34,830.00
26 00 00	electrical electrical	sf allowance	645.00	\$50.00	\$32,250.00	
	fire alarm system fire alarm system	sf allowance	645.00	\$4.00	\$2,580.00	
27	27– Communications					\$0.00
27 10 00	structured cabling structured cabling	see cat 26	0.00	\$0.00	\$0.00	
27 20 00	data communications equipment and wiring by owner- only raceways provided	see cat 26	0.00	\$0.00	\$0.00	
27 30 00	voice communications equipment and wiring by owner- only raceways provided	see cat 26	0.00	\$0.00	\$0.00	
27 40 00	audio-video communications equipment and wiring by owner- only raceways provided	see cat 26	0.00	\$0.00	\$0.00	

27 50 00	distributed communications monitoring systems <i>distributed communications monitoring systems</i>	<i>see cat 26</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
28	28 – Electronic Safety and Security					\$0.00
28 10 00	electronic access control and intrusion detection <i>equipment by owner- only card reader figured in hardware</i>	<i>by owner</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
28 20 00	electronic surveillance <i>equipment by owner</i>	<i>by owner</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
28 30 00	electronic detection and alarm <i>equipment by owner</i>	<i>by owner</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
28 40 00	electronic monitoring and control <i>equipment by owner</i>	<i>by owner</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
31	31 – Earthwork					\$0.00
31 11 00	selective site demolition <i>selective site demolition</i>	<i>not in scope</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
31 12 00	selective clearing <i>selective clearing</i>	<i>not in scope</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
31 13 00	selective tree and shrub removal and trimming <i>selective tree and shrub removal and trimming</i>	<i>not in scope</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
31 20 00	sediment and erosion control-install-maintain and remove <i>sediment and erosion control-install-maintain and remove</i>	<i>not in scope</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
31 23 16	excavation <i>excavation and grading</i>	<i>not in scope</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
Other	other <i>survey-stakeout-final</i>	<i>not in scope</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
32	32 – Exterior Improvements					\$0.00
32 12 13	asphalt paving <i>asphalt paving</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
32 12 36	seal coats <i>seal paving before striping</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
32 12 33	flexible paving surface treatments <i>flexible paving surface treatments</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
32 13 13	concrete paving <i>concrete paving</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
32 13 16	decorative concrete paving <i>decorative concrete paving</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
32 16 13	curbs and gutters					

	<i>new curb and gutter</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 16 23	<i>sidewalks and concrete</i> <i>sidewalks and concrete</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 17 23	<i>pavement markings</i> <i>pavement markings</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 30 00	<i>site improvements</i> <i>site improvements</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 32 00	<i>retaining walls</i> <i>retaining walls</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 90 00	<i>planting-landscaping</i> <i>planting-landscaping</i>	<i>not included</i>	0.00	\$0.00	\$0.00
33	33 – Utilities				\$0.00
33 10 00	<i>water utilities</i> <i>water utilities</i>	<i>not included</i>	0.00	\$0.00	\$0.00
33 20 00	<i>wells</i> <i>wells</i>	<i>not included</i>	0.00	\$0.00	\$0.00
33 30 00	<i>sanitary sewerage utilities</i> <i>sanitary sewerage utilities</i>	<i>not included</i>	0.00	\$0.00	\$0.00
33 36 00	<i>utility septic tanks & fields</i> <i>utility septic tanks & fields</i>	<i>not included</i>	0.00	\$0.00	\$0.00
33 40 00	<i>storm drainage utilities</i> <i>storm drainage utilities</i>	<i>not included</i>	0.00	\$0.00	\$0.00
33 50 00	<i>fuel distribution utilities</i> <i>fuel distribution utilities</i>	<i>not included</i>	0.00	\$0.00	\$0.00
33 70 00	<i>electric utilities</i> <i>electric service and ev stations</i>	<i>not included</i>	0.00	\$0.00	\$0.00
33 80 00	<i>communications utilities</i> <i>communications utilities</i>	<i>not included</i>	0.00	\$0.00	\$0.00
34	34 – Transportation				\$0.00
34 00 00	<i>transportation</i> <i>transportation</i>	<i>not required</i>	0.00	\$0.00	\$0.00
					SUBTOTAL
					\$347,897.83

**City of Rockville, Maryland
King Farm Farmstead
Dairy Barn Renovation and Addition**

OTHER BUILDINGS RECAP

**FEASIBLE COST OF CONSTRUCTION / ORDER OF MAGNITUDE ESTIMATE
ESTIMATE CALCULATED IN THE 3rd QUARTER 2025: US DOLLARS**

CSI DIVISION	HORSE BARN	TENANT HOUSE #1	TENANT HOUSE #2	CARAGE	FARMHOUSE	BASE BID
01 – General Requirements	\$151,274.10	\$26,137.30	\$42,205.20	\$50,533.90	\$182,147.73	\$452,298.23
02 – Existing Conditions	\$23,500.00	\$3,300.00	\$12,780.00	\$10,530.00	\$34,290.00	\$84,400.00
03 – Concrete	\$103,400.00	\$9,350.00	\$15,975.00	\$5,265.00	\$11,430.00	\$145,420.00
04 – Masonry	\$27,200.00	\$4,050.00	\$10,650.00	\$0.00	\$11,430.00	\$53,330.00
05 – Metals	\$28,200.00	\$14,300.00	\$18,105.00	\$5,265.00	\$28,575.00	\$94,445.00
06 – Wood, Plastics, and Composites	\$65,800.00	\$24,750.00	\$63,900.00	\$33,345.00	\$171,450.00	\$359,245.00
07 – Thermal and Moisture Protection	\$177,300.00	\$22,450.00	\$30,722.50	\$44,295.00	\$87,900.00	\$362,667.50
08 – Openings	\$79,900.00	\$34,740.00	\$21,300.00	\$59,075.00	\$125,730.00	\$320,745.00
09 – Finishes	\$259,023.00	\$38,065.00	\$51,492.75	\$83,099.25	\$350,755.00	\$782,435.00
10 – Specialties	\$7,050.00	\$7,700.00	\$2,928.75	\$8,336.25	\$21,431.25	\$47,446.25
11 – Equipment Division	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$25,000.00
12 – Furnishings	\$47,000.00	\$6,600.00	\$31,950.00	\$13,162.50	\$57,150.00	\$155,862.50
13 – Special Construction	\$0.00	\$0.00	\$0.00	\$15,795.00	\$150,000.00	\$165,795.00
14 – Conveying Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21 – Fire Suppression	\$58,968.00	\$21,618.00	\$26,253.00	\$28,856.00	\$60,536.00	\$196,231.00
22 – Plumbing	\$28,200.00	\$16,500.00	\$15,975.00	\$17,550.00	\$91,440.00	\$169,665.00
23 – Heating, Ventilating, and Air Cond	\$305,500.00	\$24,750.00	\$53,250.00	\$78,975.00	\$257,175.00	\$719,650.00
25 – Integrated Automation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26 – Electrical	\$286,700.00	\$29,700.00	\$61,770.00	\$101,790.00	\$337,185.00	\$817,145.00
27 – Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28 – Electronic Safety and Security	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31 – Earthwork	\$15,000.00	\$3,500.00	\$5,000.00	\$0.00	\$0.00	\$23,500.00
32 – Exterior Improvements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
33 – Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
34 – Transportation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$1,664,015.10	\$287,510.30	\$464,257.20	\$555,872.90	\$2,003,624.98	\$4,975,280.48
PREVAILING WAGE 5.00%	\$83,200.76	\$14,375.52	\$23,212.86	\$27,793.65	\$100,181.25	\$248,764.02
PHASING AND ACCESS MODIFICATION 0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CONTRACTORS LIABILITY INSURANCE 1.20%	\$20,966.59	\$3,622.63	\$5,849.64	\$7,004.00	\$25,245.67	\$62,688.53
LEED PREMIUM 2.00%	\$35,363.65	\$6,110.17	\$9,866.39	\$11,813.41	\$42,581.04	\$105,734.66
BOND 2.00%	\$36,070.92	\$6,232.37	\$10,063.72	\$12,049.68	\$43,432.66	\$107,849.35
OVERHEAD AND PROFIT 10.00%	\$183,961.70	\$31,785.10	\$51,324.98	\$61,453.36	\$221,506.56	\$550,031.70
ESTIMATING AND DESIGN CONTINGENCY 15.00%	\$303,536.81	\$52,445.41	\$84,686.22	\$101,398.05	\$365,485.82	\$907,552.31
TOTAL CURRENT CONSTRUCTION	\$1,803,546.09	\$311,618.61	\$503,186.09	\$602,483.95	\$2,171,632.94	\$5,392,467.69
ESCALATION (2026) 5.00%						
TOTAL	\$0.00	\$0.00	\$0.00			\$0.00



**City of Rockville, Maryland
King Farm Farmstead
Dairy Barn Renovation and Addition**

HORSE BARN

Floor	GSF
1st	4700.00
2nd	0.00
Total GSF	4700.00

FEASIBLE COST OF CONSTRUCTION / ORDER OF MAGNITUDE ESTIMATE

ESTIMATE CALCULATED IN THE 3rd QUARTER 2025: US DOLLARS

CSI Divisions	Task Description	Unit	Unit Count	\$/Unit	Sub Total	Total
01	01 – General Requirements					\$151,274.10
01 10 00	general requirements general requirements	percentage	10.00%	\$1,512,741.00	\$151,274.10	
02	02 – Existing Conditions					\$23,500.00
20 41 00	demolition- excludes hazmat removal and or abatement demolition	sf allowance	4700.00	\$5.00	\$23,500.00	
03	03 – Concrete					\$103,400.00
03 30 00	concrete concrete foundations concrete slab on grades- polished	sf allowance sf allowance	4700.00 4700.00	\$8.00 \$14.00	\$37,600.00 \$65,800.00	
04	04 – Masonry					\$27,200.00
04 00 00	masonry masonry-foundation block	sf	680.00	\$40.00	\$27,200.00	
05	05 – Metals					\$28,200.00
05 00 00	metals metals	sf allowance	4700.00	\$2.00	\$9,400.00	
miscellaneous	miscellaneous metals miscellaneous metal support and framing inserts and anchors	sf allowance sf allowance	4700.00 4700.00	\$3.00 \$1.00	\$14,100.00 \$4,700.00	
06	06 – Wood, Plastics, and Composites					\$65,800.00
06 10 00	rough carpentry framing, wood/metal backup and blocking	sf allowance	4700.00	\$10.00	\$47,000.00	
06 20 13	exterior finish carpentry exterior finish carpentry	sf allowance	4700.00	\$1.00	\$4,700.00	
06 20 23	interior finish carpentry interior finish carpentry-trim	sf allowance	4700.00	\$3.00	\$14,100.00	

07	07 – Thermal and Moisture Protection					\$177,300.00
07 10 00	waterproofing waterproofing-foundation	<i>sf</i>	680.00	\$5.00		\$3,400.00
07 54 00	roofing roofing and insulation	<i>sf allowance</i>	4700.00	\$35.00		\$164,500.00
07 62 23	gutters and downspouts gutters and downspouts	<i>sf allowance</i>	4700.00	\$1.00		\$4,700.00
07 81 00	applied fireproofing applied fireproofing	<i>not required</i>	0.00	\$0.00		\$0.00
07 84 00	firestopping fire stopping	<i>sf allowance</i>	4700.00	\$0.50		\$2,350.00
07 92 00	joint sealants interior caulking	<i>sf allowance</i>	4700.00	\$0.50		\$2,350.00
08	08 – Openings					\$79,900.00
08 00 00	doors, frames and hardware doors, frames and hardware	<i>sf allowance</i>	4700.00	\$7.00		\$32,900.00
08 50 00	windows exterior windows	<i>sf allowance</i>	4700.00	\$10.00		\$47,000.00
09	09 – Finishes					\$259,023.00
09 21 16	partitions partitions and exterior walls	<i>sf allowance</i>	4700.00	\$45.00		\$211,500.00
09 30 13	ceramic tile ceramic tile	<i>not required</i>	0.00	\$0.00		\$0.00
09 51 00	ceilings ceilings	<i>sf</i>	624.00	\$9.50		\$5,928.00
09 65 00	flooring flooring-sealed- polished concrete	<i>sf allowance</i>	4700.00	\$3.00		\$14,100.00
09 91 13	exterior painting exterior painting	<i>sf allowance</i>	4700.00	\$3.00		\$14,100.00
09 91 23	interior painting interior painting allowance	<i>sf allowance</i>	4700.00	\$2.50		\$11,750.00
900-Other	other protection of finishes	<i>sf allowance</i>	4700.00	\$0.35		\$1,645.00
10	10 – Specialties					\$7,050.00
10 14 00	signage interior signage	<i>sf allowance</i>	4700.00	\$0.50		\$2,350.00

10 22 23	<i>folding partitions-acoustical</i> <i>folding partitions-acoustical</i>	<i>not required</i>	0.00	\$0.00	\$0.00
10 26 00	<i>wall and door protection</i> <i>wall and door protection</i>	<i>not required</i>	0.00	\$0.00	\$0.00
10 28 13	<i>toilet accessories</i> <i>toilet accessories</i>	<i>not required</i>	0.00	0.00	\$0.00
10 80 00	<i>other specialties</i> <i>other specialties</i>	<i>sf allowance</i>	4700.00	\$1.00	\$4,700.00
11	11 – Equipment Division				\$0.00
11 20 00	<i>commercial and residential equipment</i> <i>commercial and residential equipment</i>	<i>not required</i>	0.00	\$0.00	\$0.00
12	12 – Furnishings				\$47,000.00
12 20 00	<i>window treatments</i> <i>window treatments</i>	<i>by owner</i>	0.00	\$0.00	\$0.00
12 32 00	<i>manufactured wood casework</i> <i>manufactured casework</i>	<i>sf allowance</i>	4700.00	\$10.00	\$47,000.00
13	13 – Special Construction				\$0.00
13 00 000	<i>special construction</i> <i>special construction</i>	<i>not required</i>	0.00	\$0.00	\$0.00
14	14 – Conveying Equipment				\$0.00
14 20 00	<i>elevators</i> <i>elevators</i>	<i>not required</i>	0.00	\$0.00	\$0.00
21	21 – Fire Suppression				\$58,968.00
21 10 00	<i>water-based fire suppression systems</i> <i>rework fire suppression system as needed-includes rooftop mech room</i>	<i>sf allowance</i>	6552.00	\$9.00	\$58,968.00
22	22 – Plumbing				\$28,200.00
22 00 00	<i>plumbing</i> <i>plumbing budget</i>	<i>sf allowance</i>	4700.00	\$6.00	\$28,200.00
23	23 – Heating, Ventilating, and Air Cond				\$305,500.00
22 00 00	<i>hvac</i> <i>hvac system</i>	<i>sf allowance</i>	4700.00	\$65.00	\$305,500.00
25	25 – Integrated Automation				\$0.00
25 30 00	<i>integrated auto instrumentation and terminal devices</i> <i>integrated auto instrumentation and terminal devices</i>	<i>see cat 23</i>	0.00	\$0.00	\$0.00

26	26 – Electrical					\$286,700.00
26 00 00	electrical electrical	<i>sf allowance</i>	4700.00	\$50.00	\$235,000.00	
	fire alarm system fire alarm system	<i>sf allowance</i>	4700.00	\$4.00	\$18,800.00	
	a/v system audio visual allowance-raceways only	<i>sf allowance</i>	4700.00	\$2.00	\$9,400.00	
	security system security system	<i>sf allowance</i>	4700.00	\$2.00	\$9,400.00	
	voice / data system electrical	<i>sf allowance</i>	4700.00	\$3.00	\$14,100.00	
27	27– Communications					\$0.00
27 10 00	structured cabling structured cabling	<i>see cat 26</i>	0.00	\$0.00	\$0.00	
27 20 00	data communications equipment and wiring by owner- only raceways provided	<i>see cat 26</i>	0.00	\$0.00	\$0.00	
27 30 00	voice communications equipment and wiring by owner- only raceways provided	<i>see cat 26</i>	0.00	\$0.00	\$0.00	
27 40 00	audio-video communications equipment and wiring by owner- only raceways provided	<i>see cat 26</i>	0.00	\$0.00	\$0.00	
27 50 00	distributed communications monitoring systems distributed communications monitoring systems	<i>see cat 26</i>	0.00	\$0.00	\$0.00	
28	28 – Electronic Safety and Security					\$0.00
28 10 00	electronic access control and intrusion detection equipment by owner- only card reader figured in hardware	<i>by owner</i>	0.00	\$0.00	\$0.00	
28 20 00	electronic surveillance equipment by owner	<i>by owner</i>	0.00	\$0.00	\$0.00	
28 30 00	electronic detection and alarm equipment by owner	<i>by owner</i>	0.00	\$0.00	\$0.00	
28 40 00	electronic monitoring and control equipment by owner	<i>by owner</i>	0.00	\$0.00	\$0.00	
31	31 – Earthwork					\$15,000.00
31 11 00	selective site demolition selective site demolition	<i>not in scope</i>	0.00	\$0.00	\$0.00	
31 12 00	selective clearing selective clearing	<i>not in scope</i>	0.00	\$0.00	\$0.00	

31 13 00	selective tree and shrub removal and trimming selective tree and shrub removal and trimming	<i>not in scope</i>	0.00	\$0.00	\$0.00
31 20 00	sediment and erosion control-install-maintain and remove sediment and erosion control-install-maintain and remove	<i>not in scope</i>	0.00	\$0.00	\$0.00
31 23 16	excavation excavation and grading	<i>is</i>	1.00	\$15,000.00	\$15,000.00
Other	other survey-stakeout-final	<i>not in scope</i>	0.00	\$0.00	\$0.00
32	32 – Exterior Improvements				\$0.00
32 12 13	asphalt paving asphalt paving	<i>not included</i>	0.00	\$0.00	\$0.00
32 12 36	seal coats seal paving before striping	<i>not included</i>	0.00	\$0.00	\$0.00
32 12 33	flexible paving surface treatments flexible paving surface treatments	<i>not included</i>	0.00	\$0.00	\$0.00
32 13 13	concrete paving concrete paving	<i>not included</i>	0.00	\$0.00	\$0.00
32 13 16	decorative concrete paving decorative concrete paving	<i>not included</i>	0.00	\$0.00	\$0.00
32 16 13	curbs and gutters new curb and gutter	<i>not included</i>	0.00	\$0.00	\$0.00
32 16 23	sidewalks and concrete sidewalks and concrete	<i>not included</i>	0.00	\$0.00	\$0.00
32 17 23	pavement markings pavement markings	<i>not included</i>	0.00	\$0.00	\$0.00
32 30 00	site improvements site improvements	<i>not included</i>	0.00	\$0.00	\$0.00
32 31 00	fences and gates fences and gates	<i>not included</i>	0.00	\$0.00	\$0.00
32 32 00	retaining walls retaining walls	<i>not included</i>	0.00	\$0.00	\$0.00
32 90 00	planting-landscaping planting-landscaping	<i>not included</i>	0.00	\$0.00	\$0.00
33	33 – Utilities				\$0.00
33 10 00	water utilities water utilities	<i>not included</i>	0.00	\$0.00	\$0.00
33 20 00	wells				

	<i>wells</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 30 00	<i>sanitary sewerage utilities</i> <i>sanitary sewerage utilities</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 36 00	<i>utility septic tanks & fields</i> <i>utility septic tanks & fields</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 40 00	<i>storm drainage utilities</i> <i>storm drainage utilities</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 50 00	<i>fuel distribution utilities</i> <i>fuel distribution utilities</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 70 00	<i>electric utilities</i> <i>electric service and ev stations</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
33 80 00	<i>communications utilities</i> <i>communications utilities</i>	<i>not included</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
34	<i>34 - Transportation</i>				<i>\$0.00</i>
34 00 00	<i>transportation</i> <i>transportation</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
				<i>SUBTOTAL</i>	<i>\$1,664,015.10</i>



**City of Rockville, Maryland
King Farm Farmstead
Dairy Barn Renovation and Addition**

TENANT HOUSE 1

Floor	GSF
1st	550.00
2nd	0.00
Total GSF	550.00

FEASIBLE COST OF CONSTRUCTION / ORDER OF MAGNITUDE ESTIMATE

ESTIMATE CALCULATED IN THE 3rd QUARTER 2025: US DOLLARS

CSI Divisions	Task Description	Unit	Unit Count	\$/Unit	Sub Total	Total
01	01 – General Requirements					\$26,137.30
01 10 00	general requirements general requirements	percentage	10.00%	\$261,373.00	\$26,137.30	
02	02 – Existing Conditions					\$3,300.00
20 41 00	demolition demolition	sf allowance	550.00	\$6.00	\$3,300.00	
03	03 – Concrete					\$9,350.00
03 30 00	concrete concrete slab on grade concrete patching and repairs	sf allowance sf allowance	550.00 550.00	\$14.00 \$3.00	\$7,700.00 \$1,650.00	
04	04 – Masonry					\$4,050.00
04 00 00	masonry masonry-foundation block	sf	90.00	\$45.00	\$4,050.00	
05	05 – Metals					\$14,300.00
05 00 00	metals metals	sf allowance	550.00	\$10.00	\$5,500.00	
miscellaneous	miscellaneous metals miscellaneous metal support and framing inserts and anchors	sf allowance sf allowance	550.00 550.00	\$15.00 \$1.00	\$8,250.00 \$550.00	
06	06 – Wood, Plastics, and Composites					\$24,750.00
06 10 00	rough carpentry framing, wood/metal backup and blocking	sf allowance	550.00	\$25.00	\$13,750.00	
06 20 13	exterior finish carpentry exterior finish carpentry	sf allowance	550.00	\$15.00	\$8,250.00	
06 20 23	interior finish carpentry interior finish carpentry	sf allowance	550.00	\$5.00	\$2,750.00	

07	07 – Thermal and Moisture Protection					\$22,450.00
07 10 00	waterproofing waterproofing	<i>sf</i>	90.00	\$5.00		\$450.00
07 54 00	roofing roofing and insulation	<i>sf allowance</i>	550.00	\$35.00		\$19,250.00
07 62 23	gutters and downspouts gutters and downspouts	<i>sf allowance</i>	550.00	\$3.00		\$1,650.00
07 81 00	applied fireproofing applied fireproofing	<i>not required</i>	0.00	\$0.00		\$0.00
07 84 00	firestopping fire stopping	<i>sf allowance</i>	550.00	\$1.00		\$550.00
07 92 00	joint sealants interior caulking	<i>sf allowance</i>	550.00	\$1.00		\$550.00
08	08 – Openings					\$34,740.00
08 00 00	doors, frames and hardware doors, frames and hardware	<i>sf allowance</i>	550.00	\$12.00		\$6,600.00
	Storefront storefront doors-frames and hardware	<i>leaf</i>	4.00	\$3,000.00		\$12,000.00
	storefront	<i>sf</i>	95.00	\$112.00		\$10,640.00
08 50 00	windows exterior windows	<i>sf allowance</i>	550.00	\$10.00		\$5,500.00
09	09 – Finishes					\$38,065.00
09 21 16	partitions partitions	<i>sf allowance</i>	550.00	\$20.00		\$11,000.00
09 30 13	ceramic tile ceramic tile-walls and floors	<i>sf allowance</i>	550.00	\$30.00		\$16,500.00
09 51 00	ceilings ceilings	<i>sf allowance</i>	550.00	\$9.00		\$4,950.00
09 65 00	flooring flooring-sealed concrete also see above	<i>sf</i>	92.00	\$1.25		\$115.00
09 91 13	exterior painting exterior painting	<i>sf allowance</i>	550.00	\$6.00		\$3,300.00
09 91 23	interior painting interior painting allowance	<i>sf allowance</i>	550.00	\$3.00		\$1,650.00
900-Other	other protection of finishes	<i>sf allowance</i>	550.00	\$1.00		\$550.00

10	10 – Specialties					\$7,700.00
10 14 00	signage interior signage	<i>sf allowance</i>	550.00	\$1.00	\$550.00	
10 22 23	folding partitions-acoustical folding partitions-acoustical	<i>not required</i>	0.00	\$0.00	\$0.00	
10 26 00	wall and door protection wall and door protection	<i>sf allowance</i>	550.00	\$1.00	\$550.00	
10 28 13	toilet accessories toilet accessories	<i>sf allowance</i>	550.00	10.00	\$5,500.00	
10 80 00	other specialties other specialties	<i>sf allowance</i>	550.00	\$2.00	\$1,100.00	
11	11 – Equipment Division					\$0.00
11 20 00	commercial and residential equipment commercial and residential equipment	<i>not required</i>	0.00	\$0.00	\$0.00	
12	12 – Furnishings					\$6,600.00
12 20 00	window treatments window treatments	<i>by owner</i>	0.00	\$0.00	\$0.00	
12 32 00	manufactured wood casework manufactured casework	<i>sf allowance</i>	550.00	\$12.00	\$6,600.00	
13	13 – Special Construction					\$0.00
13 00 000	special construction special construction	<i>not required</i>	0.00	\$0.00	\$0.00	
14	14 – Conveying Equipment					\$0.00
14 20 00	elevators elevators	<i>not required</i>	0.00	\$0.00	\$0.00	
21	21 – Fire Suppression					\$21,618.00
21 10 00	water-based fire suppression systems rework fire suppression system as needed-includes rooftop mech room	<i>sf allowance</i>	2402.00	\$9.00	\$21,618.00	
22	22 – Plumbing					\$16,500.00
22 00 00	plumbing plumbing budget	<i>sf allowance</i>	550.00	\$30.00	\$16,500.00	
23	23 – Heating, Ventilating, and Air Cond					\$24,750.00
22 00 00	hvac hvac system	<i>sf allowance</i>	550.00	\$45.00	\$24,750.00	

25	25 – Integrated Automation					\$0.00
25 30 00	integrated auto instrumentation and terminal devices integrated auto instrumentation and terminal devices	see cat 23	0.00	\$0.00		\$0.00
26	26 – Electrical					\$29,700.00
26 00 00	electrical electrical	sf allowance	550.00	\$45.00		\$24,750.00
	fire alarm system fire alarm system	sf allowance	550.00	\$4.00		\$2,200.00
	a/v system audio visual allowance	sf allowance	550.00	\$1.00		\$550.00
	security system security system	sf allowance	550.00	\$3.00		\$1,650.00
	voice / data system electrical	sf allowance	550.00	\$1.00		\$550.00
27	27– Communications					\$0.00
27 10 00	structured cabling structured cabling	see cat 26	0.00	\$0.00		\$0.00
27 20 00	data communications equipment and wiring by owner- only raceways provided	see cat 26	0.00	\$0.00		\$0.00
27 30 00	voice communications equipment and wiring by owner- only raceways provided	see cat 26	0.00	\$0.00		\$0.00
27 40 00	audio-video communications equipment and wiring by owner- only raceways provided	see cat 26	0.00	\$0.00		\$0.00
27 50 00	distributed communications monitoring systems distributed communications monitoring systems	see cat 26	0.00	\$0.00		\$0.00
28	28 – Electronic Safety and Security					\$0.00
28 10 00	electronic access control and intrusion detection equipment by owner- only card reader figured in hardware	by owner	0.00	\$0.00		\$0.00
28 20 00	electronic surveillance equipment by owner	by owner	0.00	\$0.00		\$0.00
28 30 00	electronic detection and alarm equipment by owner	by owner	0.00	\$0.00		\$0.00
28 40 00	electronic monitoring and control equipment by owner	by owner	0.00	\$0.00		\$0.00
31	31 – Earthwork					\$3,500.00
31 11 00	selective site demolition					

	<i>selective site demolition</i>	<i>not in scope</i>	0.00	\$0.00	\$0.00
31 12 00	<i>selective clearing</i> <i>selective clearing</i>	<i>not in scope</i>	0.00	\$0.00	\$0.00
31 13 00	<i>selective tree and shrub removal and trimming</i> <i>selective tree and shrub removal and trimming</i>	<i>not in scope</i>	0.00	\$0.00	\$0.00
31 20 00	<i>sediment and erosion control-install-maintain and remove</i> <i>sediment and erosion control-install-maintain and remove</i>	<i>not in scope</i>	0.00	\$0.00	\$0.00
31 23 16	<i>excavation</i> <i>excavation and grading</i>	<i>is</i>	1.00	\$3,500.00	\$3,500.00
Other	<i>other</i> <i>survey-stakeout-final</i>	<i>not in scope</i>	0.00	\$0.00	\$0.00
32	<i>32 – Exterior Improvements</i>				\$0.00
32 12 13	<i>asphalt paving</i> <i>asphalt paving</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 12 36	<i>seal coats</i> <i>seal paving before striping</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 12 33	<i>flexible paving surface treatments</i> <i>flexible paving surface treatments</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 13 13	<i>concrete paving</i> <i>concrete paving</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 13 16	<i>decorative concrete paving</i> <i>decorative concrete paving</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 16 13	<i>curbs and gutters</i> <i>new curb and gutter</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 16 23	<i>sidewalks and concrete</i> <i>sidewalks and concrete</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 17 23	<i>pavement markings</i> <i>pavement markings</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 30 00	<i>site improvements</i> <i>site improvements</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 31 00	<i>fences and gates</i> <i>fences and gates</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 32 00	<i>retaining walls</i> <i>retaining walls</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 90 00	<i>planting-landscaping</i> <i>planting-landscaping</i>	<i>not included</i>	0.00	\$0.00	\$0.00
33	<i>33 – Utilities</i>				\$0.00

33 10 00	water utilities water utilities	<i>not included</i>	0.00	\$0.00	\$0.00
33 20 00	wells wells	<i>not included</i>	0.00	\$0.00	\$0.00
33 30 00	sanitary sewerage utilities sanitary sewerage utilities	<i>not included</i>	0.00	\$0.00	\$0.00
33 36 00	utility septic tanks & fields utility septic tanks & fields	<i>not included</i>	0.00	\$0.00	\$0.00
33 40 00	storm drainage utilities storm drainage utilities	<i>not included</i>	0.00	\$0.00	\$0.00
33 50 00	fuel distribution utilities fuel distribution utilities	<i>not included</i>	0.00	\$0.00	\$0.00
33 70 00	electric utilities electric service and ev stations	<i>not included</i>	0.00	\$0.00	\$0.00
33 80 00	communications utilities communications utilities	<i>not included</i>	0.00	\$0.00	\$0.00
34	34 – Transportation				\$0.00
34 00 00	transportation transportation	<i>not required</i>	0.00	\$0.00	\$0.00
				SUBTOTAL	\$287,510.30



**City of Rockville, Maryland
King Farm Farmstead
Dairy Barn Renovation and Addition**

TENANT HOUSE 2

Floor	GSF
1st	690.00
2nd	375.00
Total GSF	1065.00

FEASIBLE COST OF CONSTRUCTION / ORDER OF MAGNITUDE ESTIMATE

ESTIMATE CALCULATED IN THE 3rd QUARTER 2025: US DOLLARS

CSI Divisions	Task Description	Unit	Unit Count	\$/Unit	Sub Total	Total
01	01 – General Requirements					\$42,205.20
01 10 00	general requirements general requirements	percentage	10.00%	\$422,052.00	\$42,205.20	
02	02 – Existing Conditions					\$12,780.00
20 41 00	demolition demolition- selected demolition	sf allowance	1065.00	\$12.00	\$12,780.00	
03	03 – Concrete					\$15,975.00
03 30 00	concrete concrete-foundation repairs and new footings as needed	sf allowance	1065.00	\$15.00	\$15,975.00	
04	04 – Masonry					\$10,650.00
04 00 00	masonry masonry-foundation repairs	sf allowance	1065.00	\$10.00	\$10,650.00	
05	05 – Metals					\$18,105.00
05 00 00	metals metals	sf allowance	1065.00	\$5.00	\$5,325.00	
miscellaneous	miscellaneous metals miscellaneous metal support and framing inserts and anchors	sf allowance sf allowance	1065.00 1065.00	\$10.00 \$2.00	\$10,650.00 \$2,130.00	
06	06 – Wood, Plastics, and Composites					\$63,900.00
06 10 00	rough carpentry framing, wood/metal backup and blocking	sf allowance	1065.00	\$25.00	\$26,625.00	
06 20 13	exterior finish carpentry exterior finish carpentry-siding	sf allowance	1065.00	\$20.00	\$21,300.00	
06 20 23	interior finish carpentry interior finish carpentry	sf allowance	1065.00	\$15.00	\$15,975.00	

07	07 – Thermal and Moisture Protection					\$30,722.50
07 10 00	waterproofing waterproofing	<i>sf allowance</i>	1065.00	\$3.00	\$3,195.00	
07 54 00	roofing roofing and insulation	<i>sf</i>	680.00	\$35.00	\$23,800.00	
07 62 23	gutters and downspouts gutters and downspouts	<i>sf allowance</i>	1065.00	\$2.00	\$2,130.00	
07 81 00	applied fireproofing applied fireproofing	<i>not required</i>	0.00	\$0.00	\$0.00	
07 84 00	firestopping fire stopping	<i>sf allowance</i>	1065.00	\$0.50	\$532.50	
07 92 00	joint sealants interior caulking	<i>sf allowance</i>	1065.00	\$1.00	\$1,065.00	
08	08 – Openings					\$21,300.00
08 00 00	doors, frames and hardware doors, frames and hardware	<i>sf allowance</i>	1065.00	\$10.00	\$10,650.00	
08 50 00	windows exterior windows	<i>sf allowance</i>	1065.00	\$10.00	\$10,650.00	
09	09 – Finishes					\$51,492.75
09 21 16	partitions partitions-interior	<i>sf allowance</i>	1065.00	\$25.00	\$26,625.00	
09 30 13	ceramic tile ceramic tile	<i>not required</i>	0.00	\$0.00	\$0.00	
09 51 00	ceilings ceilings	<i>sf allowance</i>	1065.00	\$9.00	\$9,585.00	
09 65 00	flooring flooring	<i>sf allowance</i>	1065.00	\$5.00	\$5,325.00	
09 91 13	exterior painting exterior painting	<i>sf allowance</i>	1065.00	\$6.00	\$6,390.00	
09 91 23	interior painting interior painting allowance	<i>sf allowance</i>	1065.00	\$3.00	\$3,195.00	
900-Other	other protection of finishes	<i>sf allowance</i>	1065.00	\$0.35	\$372.75	
10	10 – Specialties					\$2,928.75
10 14 00	signage interior signage	<i>sf allowance</i>	1065.00	\$0.75	\$798.75	

10 22 23	folding partitions-acoustical folding partitions-acoustical	not required	0.00	\$0.00	\$0.00	
10 26 00	wall and door protection wall and door protection	not required	0.00	\$0.00	\$0.00	
10 28 13	toilet accessories toilet accessories	sf allowance	1065.00	1.00	\$1,065.00	
10 80 00	other specialties other specialties	sf allowance	1065.00	\$1.00	\$1,065.00	
11	11 – Equipment Division					\$0.00
11 20 00	commercial and residential equipment commercial and residential equipment	not required	0.00	\$0.00	\$0.00	
12	12 – Furnishings					\$31,950.00
12 20 00	window treatments window treatments	by owner	0.00	\$0.00	\$0.00	
12 32 00	manufactured wood casework manufactured casework	sf allowance	1065.00	\$30.00	\$31,950.00	
13	13 – Special Construction					\$0.00
13 00 000	special construction special construction	not required	0.00	\$0.00	\$0.00	
14	14 – Conveying Equipment					\$0.00
14 20 00	elevators elevators	not required	0.00	\$0.00	\$0.00	
21	21 – Fire Suppression					\$26,253.00
21 10 00	water-based fire suppression systems rework fire suppression system as needed-includes rooftop mech room	sf allowance	2917.00	\$9.00	\$26,253.00	
22	22 – Plumbing					\$15,975.00
22 00 00	plumbing plumbing budget	sf allowance	1065.00	\$15.00	\$15,975.00	
23	23 – Heating, Ventilating, and Air Cond					\$53,250.00
22 00 00	hvac hvac system	sf allowance	1065.00	\$50.00	\$53,250.00	
25	25 – Integrated Automation					\$0.00
25 30 00	integrated auto instrumentation and terminal devices integrated auto instrumentation and terminal devices	see cat 23	0.00	\$0.00	\$0.00	

26	26 – Electrical					\$61,770.00
26 00 00	electrical electrical	<i>sf allowance</i>	1065.00	\$45.00	\$47,925.00	
	fire alarm system fire alarm system	<i>not required</i>	0.00	\$4.00	\$0.00	
	a/v system audio visual allowance-raceways only	<i>sf allowance</i>	1065.00	\$2.00	\$2,130.00	
	security system security system	<i>sf allowance</i>	1065.00	\$3.00	\$3,195.00	
	voice / data system electrical	<i>sf allowance</i>	1065.00	\$8.00	\$8,520.00	
27	27– Communications					\$0.00
27 10 00	structured cabling structured cabling	<i>see cat 26</i>	0.00	\$0.00	\$0.00	
27 20 00	data communications equipment and wiring by owner- only raceways provided	<i>see cat 26</i>	0.00	\$0.00	\$0.00	
27 30 00	voice communications equipment and wiring by owner- only raceways provided	<i>see cat 26</i>	0.00	\$0.00	\$0.00	
27 40 00	audio-video communications equipment and wiring by owner- only raceways provided	<i>see cat 26</i>	0.00	\$0.00	\$0.00	
27 50 00	distributed communications monitoring systems distributed communications monitoring systems	<i>see cat 26</i>	0.00	\$0.00	\$0.00	
28	28 – Electronic Safety and Security					\$0.00
28 10 00	electronic access control and intrusion detection equipment by owner- only card reader figured in hardware	<i>by owner</i>	0.00	\$0.00	\$0.00	
28 20 00	electronic surveillance equipment by owner	<i>by owner</i>	0.00	\$0.00	\$0.00	
28 30 00	electronic detection and alarm equipment by owner	<i>by owner</i>	0.00	\$0.00	\$0.00	
28 40 00	electronic monitoring and control equipment by owner	<i>by owner</i>	0.00	\$0.00	\$0.00	
31	31 – Earthwork					\$5,000.00
31 11 00	selective site demolition selective site demolition	<i>not in scope</i>	0.00	\$0.00	\$0.00	
31 12 00	selective clearing selective clearing	<i>not in scope</i>	0.00	\$0.00	\$0.00	

31 13 00	selective tree and shrub removal and trimming selective tree and shrub removal and trimming	not in scope	0.00	\$0.00	\$0.00
31 20 00	sediment and erosion control-install-maintain and remove sediment and erosion control-install-maintain and remove	not in scope	0.00	\$0.00	\$0.00
31 23 16	excavation excavation and grading-minor	ls	1.00	\$5,000.00	\$5,000.00
Other	other survey-stakeout-final	not in scope	0.00	\$0.00	\$0.00
32	32 – Exterior Improvements				\$0.00
32 12 13	asphalt paving asphalt paving	not included	0.00	\$0.00	\$0.00
32 12 36	seal coats seal paving before striping	not included	0.00	\$0.00	\$0.00
32 12 33	flexible paving surface treatments flexible paving surface treatments	not included	0.00	\$0.00	\$0.00
32 13 13	concrete paving concrete paving	not included	0.00	\$0.00	\$0.00
32 13 16	decorative concrete paving decorative concrete paving	not included	0.00	\$0.00	\$0.00
32 16 13	curbs and gutters new curb and gutter	not included	0.00	\$0.00	\$0.00
32 16 23	sidewalks and concrete sidewalks and concrete	not included	0.00	\$0.00	\$0.00
32 17 23	pavement markings pavement markings	not included	0.00	\$0.00	\$0.00
32 30 00	site improvements site improvements	not included	0.00	\$0.00	\$0.00
32 31 00	fences and gates fences and gates	not included	0.00	\$0.00	\$0.00
32 32 00	retaining walls retaining walls	not included	0.00	\$0.00	\$0.00
32 90 00	planting-landscaping planting-landscaping	not included	0.00	\$0.00	\$0.00
33	33 – Utilities				\$0.00
33 10 00	water utilities water utilities	not included	0.00	\$0.00	\$0.00
33 20 00	wells wells	not included	0.00	\$0.00	\$0.00

33 30 00	sanitary sewerage utilities sanitary sewerage utilities	<i>not included</i>	0.00	\$0.00	\$0.00
33 36 00	utility septic tanks & fields utility septic tanks & fields	<i>not included</i>	0.00	\$0.00	\$0.00
33 40 00	storm drainage utilities storm drainage utilities	<i>not included</i>	0.00	\$0.00	\$0.00
33 50 00	fuel distribution utilities fuel distribution utilities	<i>not included</i>	0.00	\$0.00	\$0.00
33 70 00	electric utilities electric service and ev stations	<i>not included</i>	0.00	\$0.00	\$0.00
33 80 00	communications utilities communications utilities	<i>not included</i>	0.00	\$0.00	\$0.00
34	34 – Transportation				\$0.00
34 00 00	transportation transportation	<i>not required</i>	0.00	\$0.00	\$0.00
					SUBTOTAL
					\$464,257.20



**City of Rockville, Maryland
King Farm Farmstead
Dairy Barn Renovation and Addition**

GARAGE

Floor	GSF
1st	1065.00
2nd	690.00
Total GSF	1755.00

FEASIBLE COST OF CONSTRUCTION / ORDER OF MAGNITUDE ESTIMATE

ESTIMATE CALCULATED IN THE 3rd QUARTER 2025: US DOLLARS

CSI Divisions	Task Description	Unit	Unit Count	\$/Unit	Sub Total	Total
01	01 – General Requirements					\$50,533.90
01 10 00	general requirements general requirements	percentage	10.00%	\$505,339.00	\$50,533.90	
02	02 – Existing Conditions					\$10,530.00
20 41 00	demolition demolition	sf allowance	1755.00	\$6.00	\$10,530.00	
03	03 – Concrete					\$5,265.00
03 30 00	concrete concrete-patching and repairs	sf allowance	1755.00	\$3.00	\$5,265.00	
04	04 – Masonry					\$0.00
04 00 00	masonry masonry	not required	0.00	\$0.00	\$0.00	
05	05 – Metals					\$5,265.00
05 00 00	metals metals	sf allowance	1755.00	\$1.00	\$1,755.00	
miscellaneous	miscellaneous metals miscellaneous metal support and framing inserts and anchors	sf allowance sf allowance	1755.00 1755.00	\$1.00 \$1.00	\$1,755.00 \$1,755.00	
06	06 – Wood, Plastics, and Composites					\$33,345.00
06 10 00	rough carpentry framing, wood/metal backup and blocking	sf allowance	1755.00	\$3.00	\$5,265.00	
06 20 13	exterior finish carpentry exterior finish carpentry	sf allowance	1755.00	\$10.00	\$17,550.00	
06 20 23	interior finish carpentry interior finish carpentry	sf allowance	1755.00	\$6.00	\$10,530.00	

07	07 – Thermal and Moisture Protection					\$44,295.00
07 10 00	waterproofing waterproofing	not required	1755.00	\$0.00		\$0.00
07 54 00	roofing roofing and insulation	sf	1065.00	\$35.00		\$37,275.00
07 62 23	gutters and downspouts gutters and downspouts	sf allowance	1755.00	\$2.00		\$3,510.00
07 81 00	applied fireproofing applied fireproofing	not required	0.00	\$0.00		\$0.00
07 84 00	firestopping fire stopping	sf allowance	1755.00	\$1.00		\$1,755.00
07 92 00	joint sealants interior caulking	sf allowance	1755.00	\$1.00		\$1,755.00
08	08 – Openings					\$59,075.00
08 00 00	doors, frames and hardware doors, frames and hardware garage doors	sf allowance ea	1755.00 4.00	\$10.00 \$3,800.00		\$17,550.00 \$15,200.00
08 50 00	windows exterior windows	sf allowance	1755.00	\$15.00		\$26,325.00
09	09 – Finishes					\$83,099.25
09 21 16	partitions partitions-includes perimeter insulated	sf allowance	1755.00	\$25.00		\$43,875.00
09 30 13	ceramic tile ceramic tile	not required	0.00	\$0.00		\$0.00
09 51 00	ceilings ceilings	sf allowance	1755.00	\$9.00		\$15,795.00
09 65 00	flooring flooring-ave	sf allowance	1755.00	\$5.00		\$8,775.00
09 91 13	exterior painting exterior painting	sf allowance	1755.00	\$5.00		\$8,775.00
09 91 23	interior painting interior painting allowance	sf allowance	1755.00	\$3.00		\$5,265.00
900-Other	other protection of finishes	sf allowance	1755.00	\$0.35		\$614.25
10	10 – Specialties					\$8,336.25
10 14 00	signage interior signage	sf allowance	1755.00	\$0.75		\$1,316.25

10 22 23	<i>folding partitions-acoustical</i> <i>folding partitions-acoustical</i>	<i>not required</i>	0.00	\$0.00	\$0.00
10 26 00	<i>wall and door protection</i> <i>wall and door protection</i>	<i>sf allowance</i>	1755.00	\$1.00	\$1,755.00
10 28 13	<i>toilet accessories</i> <i>toilet accessories</i>	<i>sf allowance</i>	1755.00	1.00	\$1,755.00
10 80 00	<i>other specialties</i> <i>other specialties</i>	<i>sf allowance</i>	1755.00	\$2.00	\$3,510.00
11	11 – Equipment Division				\$0.00
11 20 00	<i>commercial and residential equipment</i> <i>commercial and residential equipment</i>	<i>not required</i>	0.00	\$0.00	\$0.00
12	12 – Furnishings				\$13,162.50
12 20 00	<i>window treatments</i> <i>window treatments</i>	<i>by owner</i>	0.00	\$0.00	\$0.00
12 32 00	<i>manufactured wood casework</i> <i>manufactured casework</i>	<i>sf allowance</i>	1755.00	\$7.50	\$13,162.50
13	13 – Special Construction				\$15,795.00
13 00 000	<i>special construction</i> <i>special construction</i>	<i>sf allowance</i>	1755.00	\$9.00	\$15,795.00
14	14 – Conveying Equipment				\$0.00
14 20 00	<i>elevators</i> <i>elevators</i>	<i>not required</i>	0.00	\$0.00	\$0.00
21	21 – Fire Suppression				\$28,856.00
21 10 00	<i>water-based fire suppression systems</i> <i>rework fire suppression system as needed-includes rooftop mech room</i>	<i>sf allowance</i>	3607.00	\$8.00	\$28,856.00
22	22 – Plumbing				\$17,550.00
22 00 00	<i>plumbing</i> <i>plumbing budget</i>	<i>sf allowance</i>	1755.00	\$10.00	\$17,550.00
23	23 – Heating, Ventilating, and Air Cond				\$78,975.00
22 00 00	<i>hvac</i> <i>hvac system</i>	<i>sf allowance</i>	1755.00	\$45.00	\$78,975.00
25	25 – Integrated Automation				\$0.00
25 30 00	<i>integrated auto instrumentation and terminal devices</i>				

	<i>integrated auto instrumentation and terminal devices</i>	<i>see cat 23</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
26	26 – Electrical					\$101,790.00
26 00 00	electrical <i>electrical</i>	<i>sf allowance</i>	<i>1755.00</i>	<i>\$45.00</i>	<i>\$78,975.00</i>	
	fire alarm system <i>fire alarm system</i>	<i>sf allowance</i>	<i>1755.00</i>	<i>\$4.00</i>	<i>\$7,020.00</i>	
	a/v system <i>audio visual allowance-raceways</i>	<i>sf allowance</i>	<i>1755.00</i>	<i>\$2.00</i>	<i>\$3,510.00</i>	
	security system <i>security system</i>	<i>sf allowance</i>	<i>1755.00</i>	<i>\$3.00</i>	<i>\$5,265.00</i>	
	voice / data system <i>electrical</i>	<i>sf allowance</i>	<i>1755.00</i>	<i>\$4.00</i>	<i>\$7,020.00</i>	
27	27- Communications					\$0.00
27 10 00	structured cabling <i>structured cabling</i>	<i>see cat 26</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
27 20 00	data communications <i>equipment and wiring by owner- only raceways provided</i>	<i>see cat 26</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
27 30 00	voice communications <i>equipment and wiring by owner- only raceways provided</i>	<i>see cat 26</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
27 40 00	audio-video communications <i>equipment and wiring by owner- only raceways provided</i>	<i>see cat 26</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
27 50 00	distributed communications monitoring systems <i>distributed communications monitoring systems</i>	<i>see cat 26</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
28	28 – Electronic Safety and Security					\$0.00
28 10 00	electronic access control and intrusion detection <i>equipment by owner- only card reader figured in hardware</i>	<i>by owner</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
28 20 00	electronic surveillance <i>equipment by owner</i>	<i>by owner</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
28 30 00	electronic detection and alarm <i>equipment by owner</i>	<i>by owner</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
28 40 00	electronic monitoring and control <i>equipment by owner</i>	<i>by owner</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
31	31 – Earthwork					\$0.00
31 11 00	selective site demolition <i>selective site demolition</i>	<i>not in scope</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
31 12 00	selective clearing					

	<i>selective clearing</i>	<i>not in scope</i>	0.00	\$0.00	\$0.00
31 13 00	<i>selective tree and shrub removal and trimming</i> <i>selective tree and shrub removal and trimming</i>	<i>not in scope</i>	0.00	\$0.00	\$0.00
31 20 00	<i>sediment and erosion control-install-maintain and remove</i> <i>sediment and erosion control-install-maintain and remove</i>	<i>not in scope</i>	0.00	\$0.00	\$0.00
31 23 16	<i>excavation</i> <i>excavation and grading</i>	<i>not required</i>	0.00	\$0.00	\$0.00
Other	<i>other</i> <i>survey-stakeout-final</i>	<i>not in scope</i>	0.00	\$0.00	\$0.00
32	<i>32 – Exterior Improvements</i>				\$0.00
32 12 13	<i>asphalt paving</i> <i>asphalt paving</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 12 36	<i>seal coats</i> <i>seal paving before striping</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 12 33	<i>flexible paving surface treatments</i> <i>flexible paving surface treatments</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 13 13	<i>concrete paving</i> <i>concrete paving</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 13 16	<i>decorative concrete paving</i> <i>decorative concrete paving</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 16 13	<i>curbs and gutters</i> <i>new curb and gutter</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 16 23	<i>sidewalks and concrete</i> <i>sidewalks and concrete</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 17 23	<i>pavement markings</i> <i>pavement markings</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 30 00	<i>site improvements</i> <i>site improvements</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 31 00	<i>fences and gates</i> <i>fences and gates</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 32 00	<i>retaining walls</i> <i>retaining walls</i>	<i>not included</i>	0.00	\$0.00	\$0.00
32 90 00	<i>planting-landscaping</i> <i>planting-landscaping</i>	<i>not included</i>	0.00	\$0.00	\$0.00
33	<i>33 – Utilities</i>				\$0.00
33 10 00	<i>water utilities</i> <i>water utilities</i>	<i>not included</i>	0.00	\$0.00	\$0.00

33 20 00	wells wells	<i>not included</i>	0.00	\$0.00	\$0.00	
33 30 00	sanitary sewerage utilities sanitary sewerage utilities	<i>not included</i>	0.00	\$0.00	\$0.00	
33 36 00	utility septic tanks & fields utility septic tanks & fields	<i>not included</i>	0.00	\$0.00	\$0.00	
33 40 00	storm drainage utilities storm drainage utilities	<i>not included</i>	0.00	\$0.00	\$0.00	
33 50 00	fuel distribution utilities fuel distribution utilities	<i>not included</i>	0.00	\$0.00	\$0.00	
33 70 00	electric utilities electric service and ev stations	<i>not included</i>	0.00	\$0.00	\$0.00	
33 80 00	communications utilities communications utilities	<i>not included</i>	0.00	\$0.00	\$0.00	
34	34 – Transportation					\$0.00
34 00 00	transportation transportation	<i>not required</i>	0.00	\$0.00	\$0.00	
					SUBTOTAL	\$555,872.90



**City of Rockville, Maryland
King Farm Farmstead
Dairy Barn Renovation and Addition**

FARMHOUSE

1/0/1900

Floor	GSF
Basement	1420.00
Level 1	1695.00
Level 2	1600.00
Attic	1000.00
Total GSF	5715.00

FEASIBLE COST OF CONSTRUCTION / ORDER OF MAGNITUDE ESTIMATE

ESTIMATE CALCULATED IN THE 3rd QUARTER 2025: US DOLLARS

CSI Divisions	Task Description	Unit	Unit Count	\$/Unit	Sub Total	Total
01	01 – General Requirements					\$182,147.73
01 10 00	general requirements general requirements	percentage	10.00%	\$1,821,477.25	\$182,147.73	
02	02 – Existing Conditions					\$34,290.00
20 41 00	demolition demolition	sf allowance	5715.00	\$6.00	\$34,290.00	
03	03 – Concrete					\$11,430.00
03 30 00	concrete concrete-patching and repairs	sf allowance	5715.00	\$2.00	\$11,430.00	
04	04 – Masonry					\$11,430.00
04 00 00	masonry masonry-patching and repairs	sf allowance	5715.00	\$2.00	\$11,430.00	
05	05 – Metals					\$28,575.00
05 00 00	metals metals	sf allowance	5715.00	\$2.00	\$11,430.00	
miscellaneous	miscellaneous metals miscellaneous metal support and framing inserts and anchors	sf allowance sf allowance	5715.00 5715.00	\$2.00 \$1.00	\$11,430.00 \$5,715.00	
06	06 – Wood, Plastics, and Composites					\$171,450.00
06 10 00	rough carpentry framing, wood/metal backup and blocking	sf allowance	5715.00	\$15.00	\$85,725.00	
06 20 13	exterior finish carpentry exterior finish carpentry	sf allowance	5715.00	\$10.00	\$57,150.00	
06 20 23	interior finish carpentry					

	<i>interior finish carpentry</i>	<i>sf allowance</i>	<i>5715.00</i>	<i>\$5.00</i>	<i>\$28,575.00</i>	
07	07 – Thermal and Moisture Protection					\$87,900.00
07 10 00	waterproofing <i>waterproofing</i>	<i>sf allowance</i>	<i>5715.00</i>	<i>\$2.00</i>	<i>\$11,430.00</i>	
07 54 00	roofing <i>roofing and insulation</i>	<i>sf</i>	<i>1695.00</i>	<i>\$35.00</i>	<i>\$59,325.00</i>	
07 62 23	gutters and downspouts <i>gutters and downspouts</i>	<i>sf allowance</i>	<i>5715.00</i>	<i>\$1.00</i>	<i>\$5,715.00</i>	
07 81 00	applied fireproofing <i>applied fireproofing</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	
07 84 00	firestopping <i>fire stopping</i>	<i>sf allowance</i>	<i>5715.00</i>	<i>\$1.00</i>	<i>\$5,715.00</i>	
07 92 00	joint sealants <i>interior caulking</i>	<i>sf allowance</i>	<i>5715.00</i>	<i>\$1.00</i>	<i>\$5,715.00</i>	
08	08 – Openings					\$125,730.00
08 00 00	doors, frames and hardware <i>doors, frames and hardware</i>	<i>sf allowance</i>	<i>5715.00</i>	<i>\$10.00</i>	<i>\$57,150.00</i>	
08 50 00	windows <i>exterior windows</i>	<i>sf allowance</i>	<i>5715.00</i>	<i>\$12.00</i>	<i>\$68,580.00</i>	
09	09 – Finishes					\$350,755.00
09 21 16	partitions <i>partitions-includes exterior walls-insulated</i>	<i>sf allowance</i>	<i>5715.00</i>	<i>\$35.00</i>	<i>\$200,025.00</i>	
09 30 13	ceramic tile <i>ceramic tile</i>	<i>ls</i>	<i>1.00</i>	<i>\$25,000.00</i>	<i>\$25,000.00</i>	
09 51 00	ceilings <i>ceilings</i>	<i>sf allowance</i>	<i>5715.00</i>	<i>\$9.00</i>	<i>\$51,435.00</i>	
09 65 00	flooring <i>flooring</i>	<i>sf allowance</i>	<i>5715.00</i>	<i>\$5.00</i>	<i>\$28,575.00</i>	
09 91 13	exterior painting <i>exterior painting</i>	<i>sf allowance</i>	<i>5715.00</i>	<i>\$4.00</i>	<i>\$22,860.00</i>	
09 91 23	interior painting <i>interior painting allowance</i>	<i>sf allowance</i>	<i>5715.00</i>	<i>\$3.00</i>	<i>\$17,145.00</i>	
900-Other	other <i>protection of finishes</i>	<i>sf allowance</i>	<i>5715.00</i>	<i>\$1.00</i>	<i>\$5,715.00</i>	
10	10 – Specialties					\$21,431.25
10 14 00	signage					

	<i>interior signage</i>	<i>sf allowance</i>	<i>5715.00</i>	<i>\$0.75</i>	<i>\$4,286.25</i>
10 22 23	<i>folding partitions-acoustical</i> <i>folding partitions-acoustical</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
10 26 00	<i>wall and door protection</i> <i>wall and door protection</i>	<i>sf allowance</i>	<i>5715.00</i>	<i>\$1.00</i>	<i>\$5,715.00</i>
10 28 13	<i>toilet accessories</i> <i>toilet accessories</i>	<i>sf allowance</i>	<i>5715.00</i>	<i>1.00</i>	<i>\$5,715.00</i>
10 80 00	<i>other specialties</i> <i>other specialties</i>	<i>sf allowance</i>	<i>5715.00</i>	<i>\$1.00</i>	<i>\$5,715.00</i>
11	<i>11 – Equipment Division</i>				<i>\$25,000.00</i>
11 20 00	<i>commercial and residential equipment</i> <i>commercial and residential equipment-kitchen equipment allowance</i>	<i>ls</i>	<i>1.00</i>	<i>\$25,000.00</i>	<i>\$25,000.00</i>
12	<i>12 – Furnishings</i>				<i>\$57,150.00</i>
12 20 00	<i>window treatments</i> <i>window treatments</i>	<i>by owner</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
12 32 00	<i>manufactured wood casework</i> <i>manufactured casework</i>	<i>sf allowance</i>	<i>5715.00</i>	<i>\$10.00</i>	<i>\$57,150.00</i>
13	<i>13 – Special Construction</i>				<i>\$150,000.00</i>
13 00 000	<i>special construction</i> <i>playground allowance</i>	<i>ls</i>	<i>1.00</i>	<i>\$150,000.00</i>	<i>\$150,000.00</i>
14	<i>14 – Conveying Equipment</i>				<i>\$0.00</i>
14 20 00	<i>elevators</i> <i>elevators</i>	<i>not required</i>	<i>0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
21	<i>21 – Fire Suppression</i>				<i>\$60,536.00</i>
21 10 00	<i>water-based fire suppression systems</i> <i>rework fire suppression system as needed-includes rooftop mech room</i>	<i>sf allowance</i>	<i>7567.00</i>	<i>\$8.00</i>	<i>\$60,536.00</i>
22	<i>22 – Plumbing</i>				<i>\$91,440.00</i>
22 00 00	<i>plumbing</i> <i>plumbing budget</i>	<i>sf allowance</i>	<i>5715.00</i>	<i>\$16.00</i>	<i>\$91,440.00</i>
23	<i>23 – Heating, Ventilating, and Air Cond</i>				<i>\$257,175.00</i>
22 00 00	<i>hvac</i> <i>hvac system</i>	<i>sf allowance</i>	<i>5715.00</i>	<i>\$45.00</i>	<i>\$257,175.00</i>
25	<i>25 – Integrated Automation</i>				<i>\$0.00</i>

25 30 00	integrated auto instrumentation and terminal devices integrated auto instrumentation and terminal devices	see cat 23	0.00	\$0.00	\$0.00
26	26 – Electrical				\$337,185.00
26 00 00	electrical electrical	sf allowance	5715.00	\$45.00	\$257,175.00
	fire alarm system fire alarm system	sf allowance	5715.00	\$4.00	\$22,860.00
	a/v system audio visual allowance	sf allowance	5715.00	\$3.00	\$17,145.00
	security system security system	sf allowance	5715.00	\$3.00	\$17,145.00
	voice / data system electrical	sf allowance	5715.00	\$4.00	\$22,860.00
27	27– Communications				\$0.00
27 10 00	structured cabling structured cabling	see cat 26	0.00	\$0.00	\$0.00
27 20 00	data communications equipment and wiring by owner- only raceways provided	see cat 26	0.00	\$0.00	\$0.00
27 30 00	voice communications equipment and wiring by owner- only raceways provided	see cat 26	0.00	\$0.00	\$0.00
27 40 00	audio-video communications equipment and wiring by owner- only raceways provided	see cat 26	0.00	\$0.00	\$0.00
27 50 00	distributed communications monitoring systems distributed communications monitoring systems	see cat 26	0.00	\$0.00	\$0.00
28	28 – Electronic Safety and Security				\$0.00
28 10 00	electronic access control and intrusion detection equipment by owner- only card reader figured in hardware	by owner	0.00	\$0.00	\$0.00
28 20 00	electronic surveillance equipment by owner	by owner	0.00	\$0.00	\$0.00
28 30 00	electronic detection and alarm equipment by owner	by owner	0.00	\$0.00	\$0.00
28 40 00	electronic monitoring and control equipment by owner	by owner	0.00	\$0.00	\$0.00
31	31 – Earthwork				\$0.00
31 11 00	selective site demolition selective site demolition	not in scope	0.00	\$0.00	\$0.00

31 12 00	selective clearing selective clearing	<i>not in scope</i>	0.00	\$0.00	\$0.00
31 13 00	selective tree and shrub removal and trimming selective tree and shrub removal and trimming	<i>not in scope</i>	0.00	\$0.00	\$0.00
31 20 00	sediment and erosion control-install-maintain and remove sediment and erosion control-install-maintain and remove	<i>not in scope</i>	0.00	\$0.00	\$0.00
31 23 16	excavation excavation and grading	<i>not in scope</i>	0.00	\$0.00	\$0.00
Other	other survey-stakeout-final	<i>not in scope</i>	0.00	\$0.00	\$0.00
32	32 – Exterior Improvements				\$0.00
32 12 13	asphalt paving asphalt paving	<i>not included</i>	0.00	\$0.00	\$0.00
32 12 36	seal coats seal paving before striping	<i>not included</i>	0.00	\$0.00	\$0.00
32 12 33	flexible paving surface treatments flexible paving surface treatments	<i>not included</i>	0.00	\$0.00	\$0.00
32 13 13	concrete paving concrete paving	<i>not included</i>	0.00	\$0.00	\$0.00
32 13 16	decorative concrete paving decorative concrete paving	<i>not included</i>	0.00	\$0.00	\$0.00
32 16 13	curbs and gutters new curb and gutter	<i>not included</i>	0.00	\$0.00	\$0.00
32 16 23	sidewalks and concrete sidewalks and concrete	<i>not included</i>	0.00	\$0.00	\$0.00
32 17 23	pavement markings pavement markings	<i>not included</i>	0.00	\$0.00	\$0.00
32 30 00	site improvements site improvements	<i>not included</i>	0.00	\$0.00	\$0.00
32 31 00	fences and gates fences and gates	<i>not included</i>	0.00	\$0.00	\$0.00
32 32 00	retaining walls retaining walls	<i>not included</i>	0.00	\$0.00	\$0.00
32 90 00	planting-landscaping planting-landscaping	<i>not included</i>	0.00	\$0.00	\$0.00
33	33 – Utilities				\$0.00
33 10 00	water utilities water utilities	<i>not included</i>	0.00	\$0.00	\$0.00

33 20 00	wells wells	<i>not included</i>	0.00	\$0.00	\$0.00
33 30 00	sanitary sewerage utilities sanitary sewerage utilities	<i>not included</i>	0.00	\$0.00	\$0.00
33 36 00	utility septic tanks & fields utility septic tanks & fields	<i>not included</i>	0.00	\$0.00	\$0.00
33 40 00	storm drainage utilities storm drainage utilities	<i>not included</i>	0.00	\$0.00	\$0.00
33 50 00	fuel distribution utilities fuel distribution utilities	<i>not included</i>	0.00	\$0.00	\$0.00
33 70 00	electric utilities electric service and ev stations	<i>not included</i>	0.00	\$0.00	\$0.00
33 80 00	communications utilities communications utilities	<i>not included</i>	0.00	\$0.00	\$0.00
34	34 - Transportation				\$0.00
34 00 00	transportation transportation	<i>not required</i>	0.00	\$0.00	\$0.00
				SUBTOTAL	\$2,003,624.98

**City of Rockville, Maryland
King Farm Farmstead
Dairy Barn Renovation and Addition**

SITWORK MENU OF COMPONENTS

FEASIBLE COST OF CONSTRUCTION / ORDER OF MAGNITUDE ESTIMATE

ESTIMATE CALCULATED IN THE 3rd QUARTER 2025: US DOLLARS

Item Number	Task Description	Unit	Unit Count	\$/Unit	Sub Total	Mark-ups	Total
1	selective site demolition selective site demolition-minor	ls	1.00	\$30,000.00	\$30,000.00	\$11,954.83	\$41,954.83
2	selective clearing selective clearing-monor	ls	1.00	\$20,000.00	\$20,000.00	\$7,969.88	\$27,969.88
3	sediment and erosion control-install-maintain and remove sediment and erosion control-install-maintain and remove	ls	1.00	\$40,000.00	\$40,000.00	\$15,939.77	\$55,939.77
4	excavation excavation and grading	ls	1.00	\$75,000.00	\$75,000.00	\$29,887.07	\$104,887.07
5	other survey-stakeout-final	ls	1.00	\$40,000.00	\$40,000.00	\$15,939.77	\$55,939.77
6	asphalt paving-other asphalt paving-other	ls	1.00	\$50,000.00	\$50,000.00	\$19,924.71	\$69,924.71
7	grass paving-parking grass paving-parking-area of 43,000 square ft. (120-150 spots)	sf	43000.00	\$9.00	\$387,000.00	\$154,217.27	\$541,217.27
8	asphalt paving-parking asphalt paving-parking-paved parking by the community gardens – 15,000 sq ft (44 spots)-with stone base and grading	sf	15000.00	\$8.00	\$120,000.00	\$47,819.31	\$167,819.31
9	concrete paving concrete paving-pedestrian	ls	1.00	\$30,000.00	\$30,000.00	\$11,954.83	\$41,954.83
10	curbs and gutters new curb and gutter	ls	1.00	\$50,000.00	\$50,000.00	\$19,924.71	\$69,924.71
11	pavement markings pavement markings and parking signage	ls	1.00	\$10,000.00	\$10,000.00	\$3,984.94	\$13,984.94
12	site lighting site lighting	ls	1.00	\$300,000.00	\$300,000.00	\$119,548.27	\$419,548.27
13	site furnishings site furnishings	ls	1.00	\$50,000.00	\$50,000.00	\$19,924.71	\$69,924.71
14	wayfinding and site signage wayfinding and site signage	ls	1.00	\$30,000.00	\$30,000.00	\$11,954.83	\$41,954.83
15	fences and gates fences and gates	not required	0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	retaining walls retaining walls	not included	0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	planting-landscaping planting-landscaping	ls	1.00	\$100,000.00	\$100,000.00	\$39,849.42	\$139,849.42
18	water utilities water utilities- fire hydrants (?)	not included	0.00	\$0.00	\$0.00	\$0.00	\$0.00
19	wells wells	not included	0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	sanitary sewerage utilities sanitary sewerage utilities	not included	0.00	\$0.00	\$0.00	\$0.00	\$0.00
21	storm drainage utilities storm drainage utilities	included above	0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	electric utilities electric service electric service and ev stations	not included not included	0.00 0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00
23	communications utilities communications utilities	not included	0.00	\$0.00	\$0.00	\$0.00	\$0.00
						TOTAL	\$1,862,794.32

King Farm Farmstead Cost Recovery Analysis

The cost recovery analysis begins with a utilization schedule of classes and private events that considers the availability of parking. The base scenario (“Existing Parking”) assumes no new parking with the existing 47 spaces providing the only on-site parking. The second scenario (“Limited Parking”) assumes that the existing 47-space parking lot is supplemented by a second asphalt-paved parking lot with 44 spaces. The third scenario (“Expanded Parking”) assumes the further addition of a 100-space parking lot developed with grass pavers and used only for events so as to maintain the overall historic aesthetic of an open grass field down the hill from the Dairy Barn. All programmed uses in the King Farm Farmstead buildings represent uses selected by the community during the winter and spring 2025 community input process, reflecting in-person, virtual and community survey outreach to the city at large. Summarized in Table 1, classes were assumed to be scheduled so that there was not overlap in parking usage between the arriving and departing participants.

Classes focused primarily on art, dance and music programs for children with a limited number of classes for teenagers 13 and older, which includes adults. One of the two small classrooms in the Horse Barn was assumed to be fitted out for both classes and fitness uses (primarily individual sessions with personal trainers). The Tenant Houses and Garage were assumed to be used as maker spaces accommodating both monthly members and drop-in users. Half of the Garage and the Tenant House 2 was reserved for equipment storage. The Main House was assumed to be used for daily childcare.

Table 1. Classes and Events by Room								
	Weekdays				Weekends			
	Number of Classes	Maximum Class Size	Events	Average Number of Guests	Number of Classes	Maximum Class Size	Events	Average Number of Guests
Existing Parking Scenario: 47 Spaces in Existing Lot								
Dairy Barn								
Art Studio 1								
Art Studio 2								
Multi-Purpose Room 1								
Multi-Purpose Room 2								
Kitchen								
Multi-Purpose Auditorium								
Multi-Purpose Hall								
Dairy Barn Subtotal	0		0		0		0	
Horse Barn								
Multi-Purpose Room	4	30			1	30	360	35-75
Classroom A*	4	8			4	8		
Classroom B/Fitness	2	2			2	2		
Horse Barn Subtotal	10		0		7		360	
Tenant Houses and Garage								
Tenant Houses 1 and 2 and Garage		10				10		
Tenant House, Garage Subtotal			0				0	
Total King Farm Farmstead	10		0		7		360	
Limited Parking Scenario: 91 Spaces in Existing Lot and One New 44-Space Lot								
Dairy Barn								
Art Studio 1	4	15			0	15		
Art Studio 2	3	15			0	15		
Multi-Purpose Room 1	1	30			0	30		
Multi-Purpose Room 2	1	30			0	30		
Kitchen	2	10			0	10		
Multi-Purpose Auditorium			70	35			30	35
Multi-Purpose Hall			40	140			72	140
Dairy Barn Subtotal	11		110		0		102	
Horse Barn								
Multi-Purpose Room	4	30			1	30		
Classroom A*	4	8			4	8		
Classroom B/Fitness	2	2			2	2		
Horse Barn Subtotal	10		0		7		0	
Tenant Houses and Garage								
Tenant Houses 1 and 2 and Garage		10				10		
Tenant House, Garage Subtotal			0				0	
Total King Farm Farmstead	21		110		7		102	

Table 1. Classes and Events by Room (Continued)								
	Weekdays				Weekends			
	Number of Classes	Maximum Class Size	Events	Average Number of Guests	Number of Classes	Maximum Class Size	Events	Average Number of Guests
Expanded Parking Scenario: 191 Spaces in Existing Lot, One New 44-Space Lot and a 100-Space Grass-Paver Lot								
Dairy Barn								
Art Studio 1	4	15			0	15		
Art Studio 2	3	15			0	15		
Multi-Purpose Room 1	1	30			0	30		
Multi-Purpose Room 2	1	30			0	30		
Kitchen	2	10			0	10		
Multi-Purpose Auditorium	0		70	35			30	35
Multi-Purpose Hall	0		40	200			72	200
Dairy Barn Subtotal	11		110		0		102	
Horse Barn								
Multi-Purpose Room	4	30			1	30		
Classroom A*	4	8			4	8		
Classroom B/Fitness	2	2			2	2		
Horse Barn Subtotal	10		0		7		0	
Tenant Houses and Garage								
Tenant Houses 1 and 2 and Garage		10	0			10		
Tenant House, Garage Subtotal			0				0	
Total King Farm Farmstead	21		110		7		102	
Note: *Includes class use of Classroom B.								
Source: Partners for Economic Solutions, 2025.								

Class revenues were estimated based on fees by type of class as shown in the Recreation and Parks Activity Guide(s) calculated as a fee per class session. Listed in Table 2, these fees ranged from \$13 per class to \$65 per session with a personal trainer. To allow for variations in class enrollments, total revenues were calculated at 65 percent of maximum class revenues. The classes were estimated to be offered 154 weekdays (generally 80 percent of weekdays from September through April and 10 to 30 percent of weekdays from May through August) and 72 weekend days (generally 75 percent of weekdays from September through April and 50 percent of weekdays from May through August) per year. The maker space use was assumed to occur year-round.

Event revenues in the Horse Barn’s Multi-Purpose Hall and the Dairy Barn’s Multi-Purpose Hall were calculated on a per-event basis with rates ranging from \$120 for two hours and \$1,200 to \$1,760 for six hours to \$1,500 to \$2,200 for eight hours and \$2,000 to \$3,000 for 10 hours depending on the amount of available parking and day of the week. Use of the Multi-Purpose Auditorium was expected to be dominated by non-profits and other cost-sensitive users. Rates were estimated at \$300 per event (or rehearsal) on weekdays and \$400 on weekends.

Table 2. Revenues per Class by Class Type						
Type of Class	Class Size	Length of Class	Class Days	Number of Students	Student Fee	Revenue per Class
Children Under 5						
Dance	16	8	8	16	\$15	\$240
Art	12	8	8	12	\$13	\$150
Music	11	8	8	11	\$33	\$363
School-Aged Children						
Dance	6	8	8	15	\$20	\$300
Fitness	15	8	8	15	\$20	\$300
Teen 13+/Adult						
Dance	8	8	8	15	\$25	\$375
Music	15	8	8	15	\$25	\$375
Fitness	15	8	8	15	\$20	\$300
Fitness	30	8	8	30	\$20	\$600
Personal Training - Weekdays	1	5	5	4	\$65	\$260
Personal Training - Weekends	1	5	5	4	\$65	\$260
Maker Spaces - Monthly Members				4	\$4	\$16
Maker Spaces - Weekday Drop-Ins				3	\$8	\$24
Maker Spaces - Weekend Drop-Ins				8	\$8	\$64

Source: Partners for Economic Solutions, 2025.

The Expanded Parking scenario staffing included two managers, four janitors and grounds staff and seven seasonal staff (Full-Time Equivalents) with salaries shown in Table 3. Instructor costs were calculated on an hourly basis with most assumed to be paid at the Instructor III level at \$32 per hour plus 25 percent for fringe benefits. The Personal Trainers are paid \$51 per hour.

Table 3: City of Rockville Staffing			
	Number of Employees	Salary	Fringe Benefits
Management Staff	2	\$88,546	\$17,700
Instructors	Hourly		
Janitorial & Grounds Staff	4	\$38,632	\$7,726
Part-Time Staff (FTE)	7	\$19,760	\$2,964
Total	13		

Source: Partners for Economic Solutions, 2025

Operating costs were estimated for the entire complex and then allocated among buildings based on building size and activity types.

Table 4 summarizes the potential costs and revenues for the King Farm Farmstead with existing parking (47 spaces), limited parking (91 spaces) and expanded parking (191 spaces).

Table 4. King Farm Farmstead Operating Budget with Existing, Limited and Expanded Parking Options			
	Existing Parking (47 Spaces)	Limited Parking (91 Spaces)	Expanded Parking (191 Spaces)
Operating Revenues			
Weekday Class Revenue	\$379,300	\$615,800	\$615,800
Weekend Class Revenue	\$95,800	\$95,800	\$123,900
Weekday Event Revenue (Friday Nights)	\$13,000	\$72,000	\$80,000
Weekend Event Revenue	\$47,500	\$148,800	\$170,400
Childcare	\$190,800	\$190,800	\$190,800
Summer Day Camps	\$99,000	\$99,000	\$99,000
Specialty Summer Camps	\$0	\$160,000	\$160,000
Total Operating Revenues	\$825,400	\$1,382,200	\$1,439,900
Operating Expenses			
Management Staff	\$159,400	\$212,500	\$212,500
Instructors	\$100,600	\$171,700	\$174,000
Seasonal Staff (FTE)	\$68,200	\$159,100	\$159,100
Janitorial & Grounds Staff	\$92,700	\$185,400	\$185,400
Summer Day Camp Staff	\$81,600	\$81,600	\$81,600
Total Staff	\$502,500	\$810,300	\$812,600
Facility Operation			
Utilities	\$80,200	\$152,200	\$152,200
Supplies	\$10,000	\$30,000	\$30,000
Equipment Maintenance and Repair	\$12,000	\$30,000	\$30,000
Audio Visual Supplies & Wireless	\$4,000	\$46,000	\$46,000
Insurance	\$20,000	\$50,000	\$50,000
Marketing	\$0	\$36,000	\$36,000
Liquor License	\$7,000	\$7,000	\$7,000
Replacement Reserves for Repairs, Furniture, Fixtures & Equipment	\$8,000	\$15,000	\$15,000
Childcare Staffing and Expenses	\$207,800	\$207,800	\$207,800
Summer Day Camp Expenses	\$18,675	\$18,675	\$18,675
Specialty Summer Camp Contracts	\$0	\$96,000	\$96,000
Total Operating Expenses	\$870,175	\$1,498,975	\$1,501,275
Net Operating Income	-\$44,775	-\$116,775	-\$61,375
Cost Recovery Ratio	95%	92%	96%

Notes: Does not include initial rehab / capital investment, or furniture, fixtures and equipment costs. Revenue estimates based on potential patronage estimates. Insurance represents additional liability due to increased
Source: Partners for Economic Solutions, 2025.



Breaking out the revenues and costs for each building yields the cost recovery rates shown in Table 5. The cost recovery ratio for the Main House was based on comparable Rockville Recreation and Parks childcare facilities.

Table 5. King Farm Farmstead Operating Budget with Existing, Limited and Expanded Parking Options			
Building	Existing Parking (47 Spaces)	Limited Parking (91 Spaces)	Expanded Parking (191 Spaces)
Dairy Barn	NA	87%	95%
Horse Barn	113%	114%	112%
Tenant Houses, Garage	26%	26%	26%
Main House	92%	92%	92%
King Farm Farmstead	95%	92%	96%

Notes: Does not include initial rehab / capital investment, or furniture, fixtures and equipment costs. Revenue estimates based on potential patronage estimates. Insurance represents additional liability due to increased usage.

Source: Partners for Economic Solutions, 2025.

The operating budgets for the Dairy Barn, Horse Barn and Tenant Houses appear in Tables 6-8.

Table 6. Horse Barn Operating Budget with Existing, Limited and Expanded Parking Options			
	Existing Parking (47 Spaces)	Limited Parking (91 Spaces)	Expanded Parking (191 Spaces)
Operating Revenues			
Weekday Class Revenue	\$372,600	\$372,600	\$372,600
Weekend Class Revenue	\$82,400	\$82,400	\$82,400
Weekday Event Revenue (Friday Nights)	\$13,000	\$0	\$0
Weekend Event Revenue	\$47,500	\$0	\$0
Childcare	\$0	\$0	\$0
Summer Day Camps	\$99,000	\$99,000	\$99,000
Specialty Summer Camps	\$0	\$0	\$0
Total Operating Revenues	\$614,500	\$554,000	\$554,000
Operating Expenses			
Management Staff	\$159,400	\$106,200	\$106,200
Instructors	\$65,900	\$68,800	\$68,800
Seasonal Staff (FTE)	\$0	\$22,700	\$22,700
Janitorial & Grounds Staff	\$92,700	\$92,700	\$92,700
Summer Day Camp Staff	\$81,600	\$81,600	\$81,600
Total Staff	\$399,600	\$372,000	\$372,000
Facility Operation			
Utilities	\$71,200	\$55,100	\$55,100
Supplies	\$10,000	\$1,000	\$10,000
Equipment Maintenance and Repair	\$7,000	\$7,000	\$7,000
Audio Visual Supplies & Wireless	\$5,000	\$5,000	\$5,000
Insurance	\$20,000	\$15,000	\$15,000
Marketing	\$0	\$0	\$0
Liquor License	\$7,000	\$7,000	\$7,000
Replacement Reserves for Repairs, Furniture, Fixtures & Equipment	\$4,000	\$4,000	\$4,000
Childcare Staffing and Expenses	\$0	\$0	\$0
Summer Day Camp Expenses	\$18,675	\$18,675	\$18,675
Specialty Summer Camp Contracts	\$0	\$0	\$0
Total Operating Expenses	\$542,475	\$484,775	\$493,775
Net Operating Income	\$72,025	\$69,225	\$60,225
Cost Recovery Ratio	113%	114%	112%
Notes: Does not include initial rehab / capital investment, or furniture, fixtures and equipment costs. Revenue estimates based on potential patronage estimates. Insurance represents additional liability due to increased usage.			
Source: Partners for Economic Solutions, 2025.			

Table 7. Dairy Barn Operating Budget with Existing, Limited and Expanded Parking Options

	Existing Parking (47 Spaces)	Limited Parking (91 Spaces)	Expanded Parking (191 Spaces)
Operating Revenues			
Weekday Class Revenue	NA	\$236,500	\$236,500
Weekend Class Revenue	NA	\$0	\$28,100
Weekday Event Revenue (Friday Nights)	NA	\$72,000	\$80,000
Weekend Event Revenue	NA	\$148,800	\$170,400
Childcare	NA	\$0	\$0
Summer Day Camps	NA	\$0	\$0
Specialty Summer Camps	NA	\$160,000	\$160,000
Total Operating Revenues	NA	\$617,300	\$675,000
Operating Expenses			
Management Staff	NA	\$106,200	\$106,200
Instructors	NA	\$68,200	\$70,500
Seasonal Staff (FTE)	NA	\$90,900	\$90,900
Janitorial & Grounds Staff	NA	\$92,700	\$92,700
Summer Day Camp Staff	NA	\$0	\$0
Total Staff	NA	\$358,000	\$360,300
Facility Operation			
Utilities	NA	\$97,100	\$97,100
Supplies	NA	\$18,000	\$18,000
Equipment Maintenance and Repair	NA	\$18,000	\$18,000
Audio Visual Supplies & Wireless	NA	\$41,000	\$41,000
Insurance	NA	\$30,000	\$30,000
Marketing	NA	\$36,000	\$36,000
Liquor License	NA	\$7,000	\$7,000
Replacement Reserves for Repairs, Furniture, Fixtures & Equipment	NA	\$7,000	\$7,000
Childcare Staffing and Expenses	NA	\$0	\$0
Summer Day Camp Expenses	NA	\$0	\$0
Specialty Summer Camp Contracts	NA	\$96,000	\$96,000
Total Operating Expenses	NA	\$708,100	\$710,400
Net Operating Income	NA	-\$90,800	-\$35,400
Cost Recovery Ratio	NA	87%	95%

Notes: Does not include initial rehab / capital investment, or furniture, fixtures and equipment costs. Revenue estimates based on potential patronage estimates. Insurance represents additional liability due to increased usage.

Source: Partners for Economic Solutions, 2025.

Table 8. Tenant Houses and Garage Operating Budget with Existing, Limited and Expanded Parking Options

	Existing Parking (47 Spaces)	Limited Parking (91 Spaces)	Expanded Parking (191 Spaces)
Operating Revenues			
Weekday Class Revenue	\$10,000	\$10,000	\$10,000
Weekend Class Revenue	\$13,500	\$13,500	\$13,500
Weekday Event Revenue (Friday Nights)	\$0	\$0	\$0
Weekend Event Revenue	\$0	\$0	\$0
Total Operating Revenues	\$23,500	\$23,500	\$23,500
Operating Expenses			
Management Staff	\$0	\$0	\$0
Instructors	\$0	\$0	\$0
Seasonal Staff (FTE)	\$68,200	\$68,200	\$68,200
Janitorial & Grounds Staff	\$0	\$0	\$0
Total Staff	\$68,200	\$68,200	\$68,200
Facility Operation			
Utilities	\$9,000	\$9,000	\$9,000
Supplies	\$2,000	\$2,000	\$2,000
Equipment Maintenance and Repair	\$5,000	\$5,000	\$5,000
Audio Visual Supplies & Wireless	\$0	\$0	\$0
Insurance	\$5,000	\$5,000	\$5,000
Marketing	\$0	\$0	\$0
Liquor License	\$0	\$0	\$0
Replacement Reserves for Repairs, Furniture, Fixtures & Equipment	\$4,000	\$4,000	\$4,000
Total Operating Expenses	\$91,200	\$91,200	\$91,200
Net Operating Income	-\$67,700	-\$67,700	-\$67,700
Cost Recovery Ratio	26%	26%	26%

Notes: Does not include initial rehab / capital investment, or furniture, fixtures and equipment costs. Revenue estimates based on potential patronage estimates. Insurance represents additional liability due to increased usage.

Source: Partners for Economic Solutions, 2025.



King Farm Farmstead: Preservation & Potential

Construction Cost Estimation & Economic Analysis Review

Mayor and Council Work Session
September 29, 2025

Outline

- Purpose & Expected Outcomes
- Mayor and Council Guiding Principles
- Requested Feedback
- Project Timeline
- Community Outreach & Preferences
- Mayor and Council Direction
- Building Use Renderings
- Economic Analysis
- Cost Construction Estimation
- Questions
- Work Session



Purpose & Expected Outcomes

This work session will:

- Provide a review of the project's timeline, community engagement, and Mayor Council direction to-date.
- Revisit community preferences for desired programs and building uses.
- Share results from economic analysis and construction cost estimation.
- Confirm Mayor and Council direction on which building uses will move forward to implementation.
- Confirm Mayor and Council recommendations for finalizing Master Plan.

Mayor and Council Guiding Principles



✓ **Economic Development**



✓ **Public Safety**



✓ **Effective and Efficient Service Delivery**



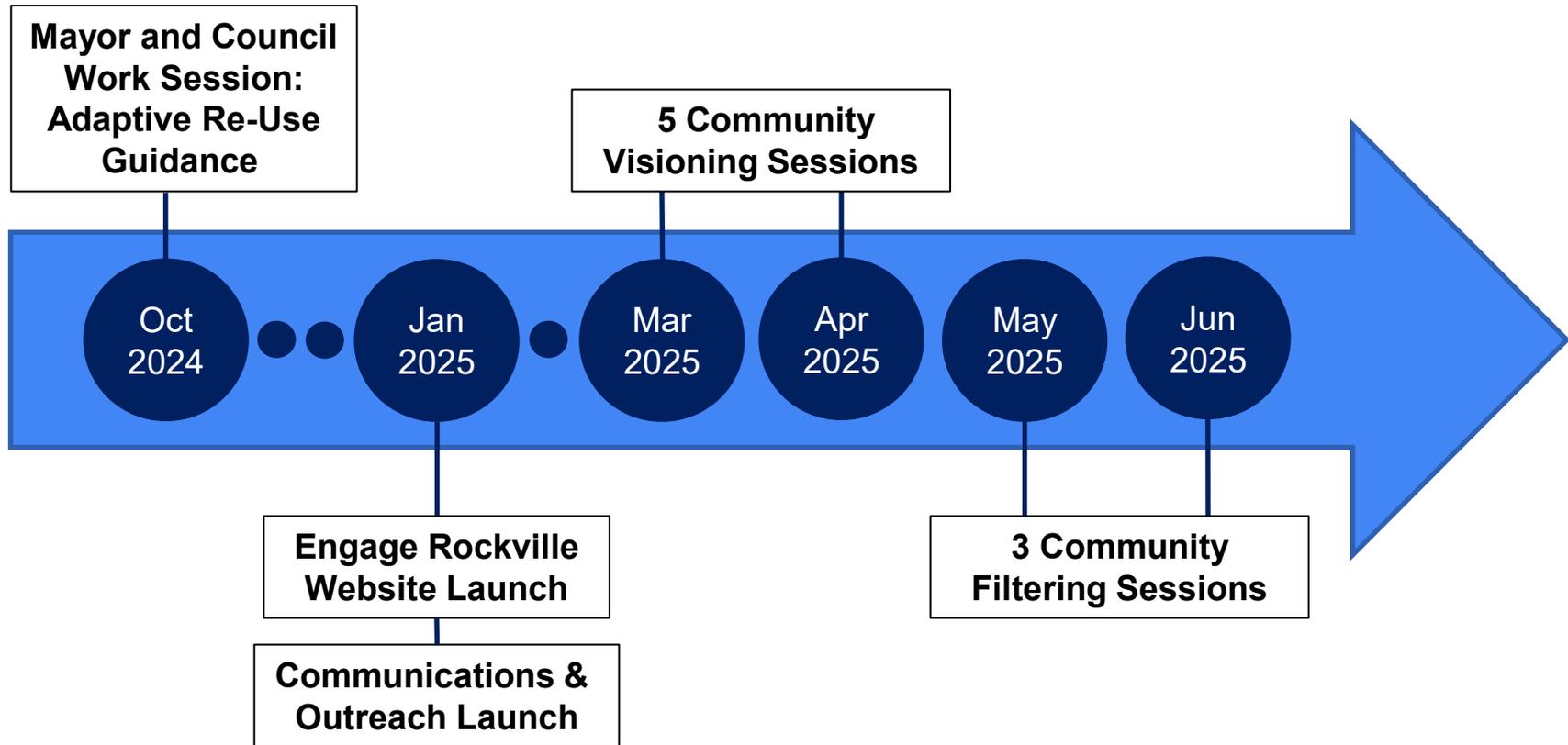
✓ **Stewardship of the Environment and Infrastructure**

A large red arrow pointing to the right, partially cut off by the left edge of the slide.

Requested Feedback

1. Which dairy barn option do you recommend moving to the implementation phase (with addition or without addition)?
2. Do you support phasing project implementation over the next 5-15 years?
3. Do you support the proposed approach for phasing the projects (option #1 or option #2)?

Project Timeline



Project Timeline





Community Outreach & Engagement

- Engage Rockville Website
- Online & Hardcopy Visioning Survey
- In-Person & Virtual Visioning Sessions
- In-Person & Virtual Concepts Filtering Sessions
- Online Concepts Filtering Survey
- Monthly Email Updates & Reminders
- Social Media Promotion
- Fliers & Posters at Publicly Used City Buildings



King Farm FARMSTEAD PROJECT

Get Involved in the Future of King Farm Farmstead!

Rockville is reaching out to the community to determine the future for King Farm Farmstead Park, a 7-acre, historic former farmstead at 1101 Grand Champion Drive.

Community Visioning Open Houses:

Wednesday, March 5 <i>In Person</i> From 6:30-8:30 p.m. at Saddle Ridge Community Center	Tuesday, March 25 <i>In Person</i> From 6:30-8:30 p.m. at Glenview Mansion	Tuesday, April 8 <i>In Person</i> From 6:30-8:30 p.m. at Westbrook Community Recreation Center	Tuesday, April 22 <i>Virtual</i> From 6:30-8:30 p.m.
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Learn more at engagerockville.com/kingfarm




King Farm FARMSTEAD PROJECT

Your Input Matters

Rockville's Department of Recreation and Parks held five Visioning Sessions in the spring to hear ideas for the future of the King Farm Farmstead. Your input was compiled and we are excited to bring to you the next phase:

Filtering Sessions: 6:30-8:30 p.m.

- **May 28:** Saddle Ridge Community Center, 300 Saddle Ridge Circle
- **May 29:** Glenview Mansion, 603 Edmonston Drive
- **June 3:** (virtual)

Visit engagerockville.com/kingfarm for more information, to RSVP and for a link to the June 3 virtual meeting.

The Recreation and Parks Department welcomes individuals with disabilities to participate in programs and events. To request ADA modifications, contact our ADA coordinator at 240-314-6100 three weeks prior to event date.

City of Rockville | 1101 Court, Rockville, MD 20850 | 240-314-6000 | www.rockvillemd.gov/parks

Community Preferences: Building Uses & Programs

Multipurpose Hall
Wellness
Makerspaces
Arts & Tech

Multipurpose Rooms
Community Kitchen
Youth/Teen Center
Daycare/Childcare

- Option 1 – Minimum Intervention
- ★ • **Option 2 – Medium Intervention**

- Option 3 – Medium Intervention
- ★ • **Option 4 – High Intervention**

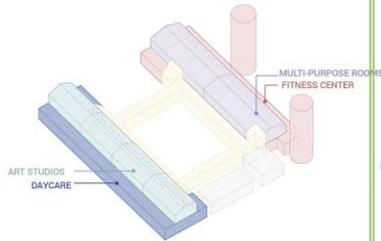
3 COMMUNITY FILTERING SESSIONS

60 PARTICIPANTS

7 SURVEY RESPONSES

YOUR FAVORITE CONCEPTS

Compiled from your filtering session votes & survey responses.



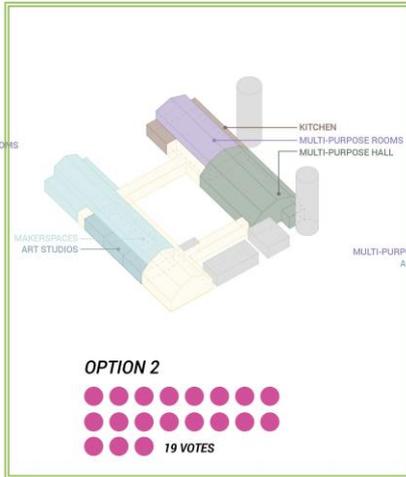
OPTION 1

4 VOTES

"Makerspaces are inclusive spaces that enrich our community and elevate our future."

"Keep it simple and get it done!"

"Seniors have recently renovated center... Youth have new skate park... DAYCARE is needed."

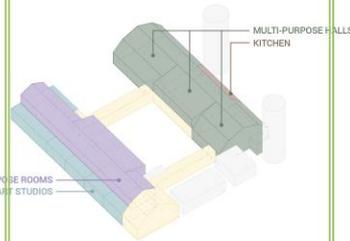


OPTION 2

19 VOTES

"Silos...Arts. Maybe a structure hanging above and kaleidoscopic light filtering through."

"Love the idea of multiple makerspaces to keep loud and dirty activities separate... Great opportunity for jobs, art and people of all ages."

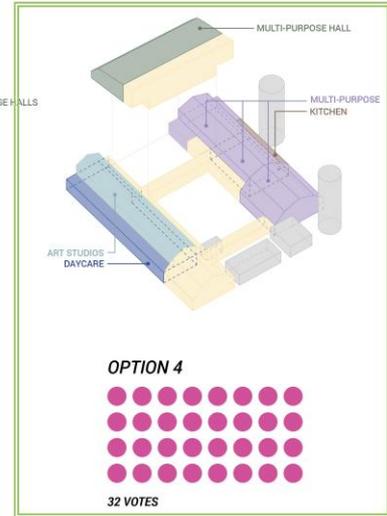


OPTION 3

13 VOTES

"Move kitchen to the end to provide more performance space."

"Add a cafe/library"



OPTION 4

32 VOTES

"Go BIG or go home! :)"

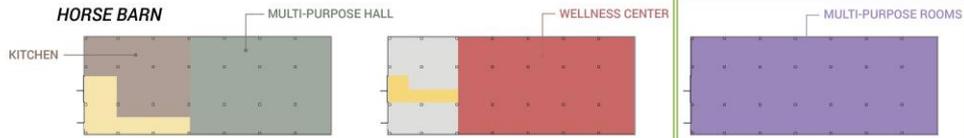
"Combine arts/tech and makerspaces in dairy barns. Move daycare to tenant house."

"Make the optional addition glass..."

Quotes compiled from your filtering session free responses and survey responses.

ALL WORK © DESIGN COLLECTIVE, INC.

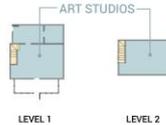
ADDITIONAL PROGRAM OPTIONS



"The horse barn, if not partitioned, could be the only large recreational space in Rockville that is not a gym... used for group rehearsals..."



"Makerspaces provide an educational and economic benefit... kids and adults can learn fantastic skills and build community."



"I really like the idea of the Daycare having a separate dedicated space."

"Keep the farm house as a space that can be used for the public, not offices!"

"Youth/teen center programming can go in multipurpose space."

SITE PROGRAM



"If we have a daycare, is there a playground?"

"Under cover performing arts area and outdoor amphitheater lawn seating..."

"Gardens and green space - please keep... no more parking lots in park."

"Dog park!"

"Love the idea of a courtyard space."

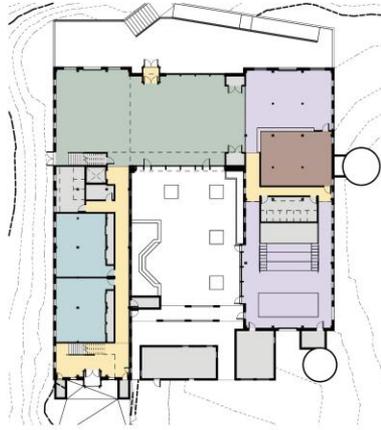
Quotes compiled from your filtering session free responses and survey responses.

Mayor and Council Direction

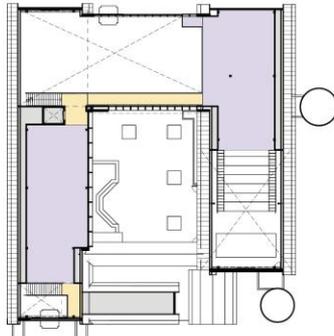


King Farm Farmstead Work Session – July 14, 2025

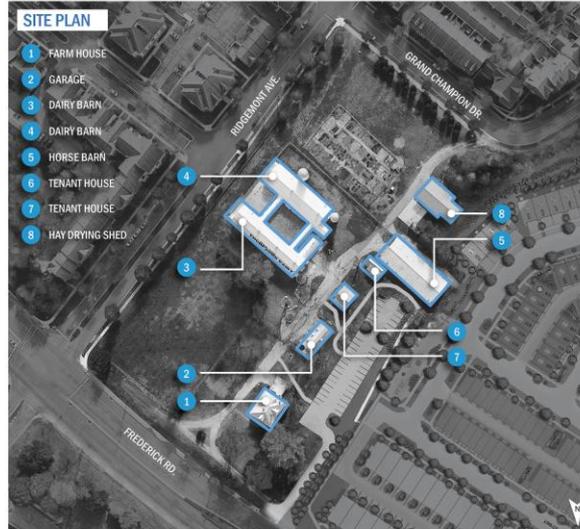
- ✓ **Arts, Culture, & History:** Incorporate arts, culture, and education honoring the farmstead's history.
- ✓ **Flexibility:** Prioritize flexible and accessible spaces with highest potential for community use.
- ✓ **Childcare:** Explore options for utilizing the Farmhouse for childcare.
- ✓ **Community Gardens:** Preserve community gardens & expand opportunities throughout City.
- ✓ **Greenspace:** Activate existing green spaces and overall connectivity to buildings/structures.
- ✓ **Fiscal Responsibility:** Utilize a phased approach for implementation exploring construction and operating costs for Option #4 (high intervention) and Option #2 (medium intervention).



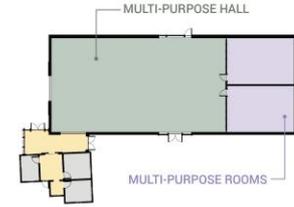
LEVEL 1



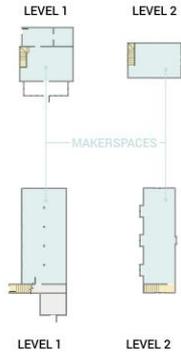
LEVEL 2



- | | | | |
|---|--------------------|---|------------|
|  | MULTI-PURPOSE HALL |  | ART STUDIO |
|  | MULTI-PURPOSE ROOM |  | MAKERSPACE |
|  | KITCHEN |  | DAYCARE |



7 TENANT HOUSE 1

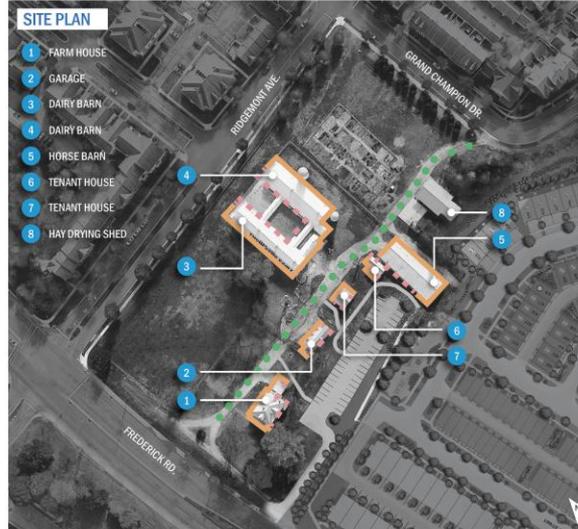


2 GARAGE

1 FARM HOUSE



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- ● ● ● HISTORIC CORRIDOR
- HISTORIC ELEVATION WITH MINIMAL INTERVENTION REQUIRED TO BRING THE BUILDING UP TO CODE.
- LOCATION OF LARGER INTERVENTIONS OR ADDITIONS REQUIRED TO MAKE THE BUILDING FUNCTION IN ITS NEW USE.

ALL WORK © DESIGN COLLECTIVE, INC.

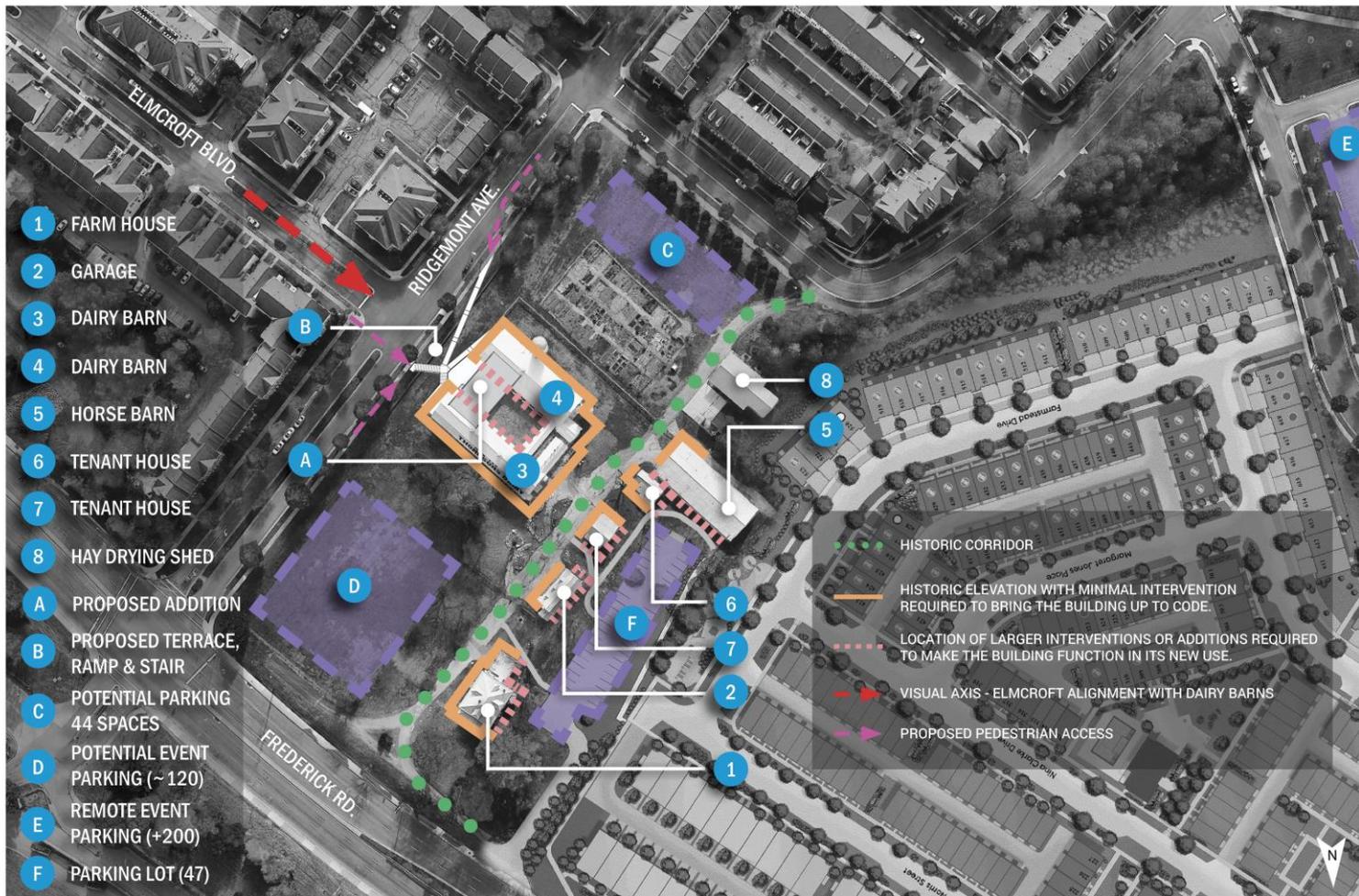
CONCEPT REFINEMENT: APPROACH TO HISTORIC REHABILITATION

WORKSHOP 2 | SEPTEMBER 2025
KING FARM FARMSTEAD PARK | ROCKVILLE, MD

Design Collective



City of Rockville
Rise Together



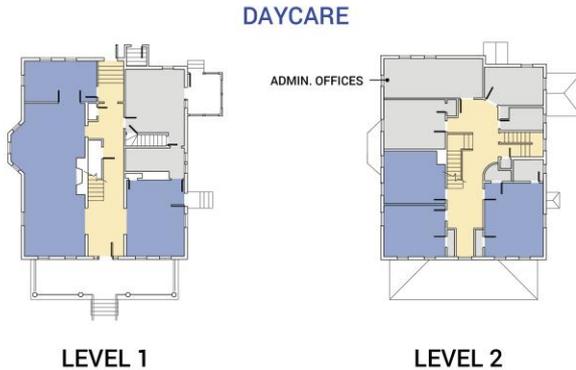
CONCEPT REFINEMENT: DAIRY BARN SITE PLAN

WORKSHOP 2 | SEPTEMBER 2025
 KING FARM FARMSTEAD PARK | ROCKVILLE, MD





1 FARM HOUSE



FARMHOUSE

Daycare facility on the first and second floor

The basement and attic could function as storage

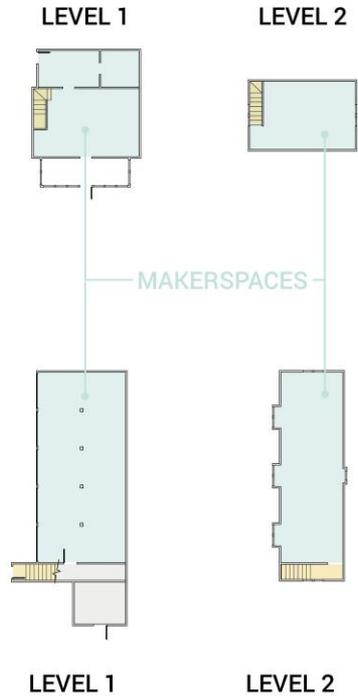
Playground to be located nearby

Accessibility: Ramp/Elevator and accessible bathrooms

Kitchen upgrades

New configuration and interior finishes

7 TENANT HOUSE 2



2 GARAGE

TENANT HOUSE 2

“Clean” maker’s space

Extensive renovation/reconstruction

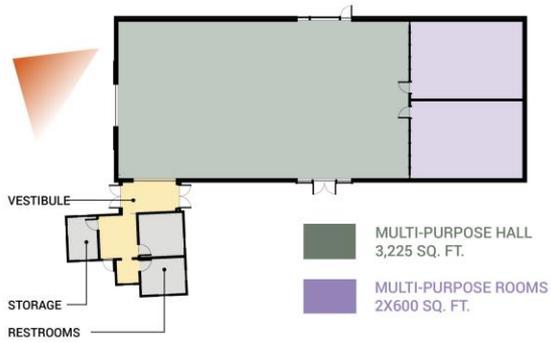
Accessibility: Ramps & Restroom

GARAGE

“Dusty and dirty” maker’s space

Envelope, accessibility, and code improvements

5 6 **HORSE BARN / TENANT HOUSE 1**



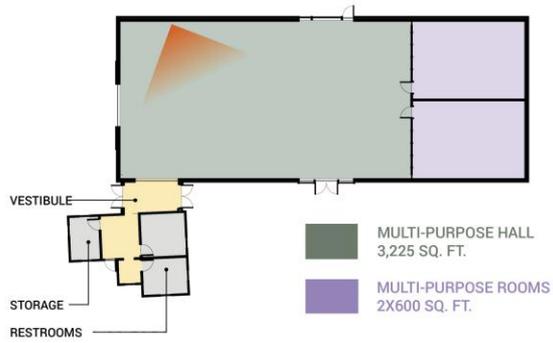
HORSE BARN AND TENANT HOUSE 1

Historic reconstruction

Vestibule addition to be reviewed
and approved by the
Historic District Commission



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HORSE BARN AND TENANT HOUSE 1

Multi-purpose Hall

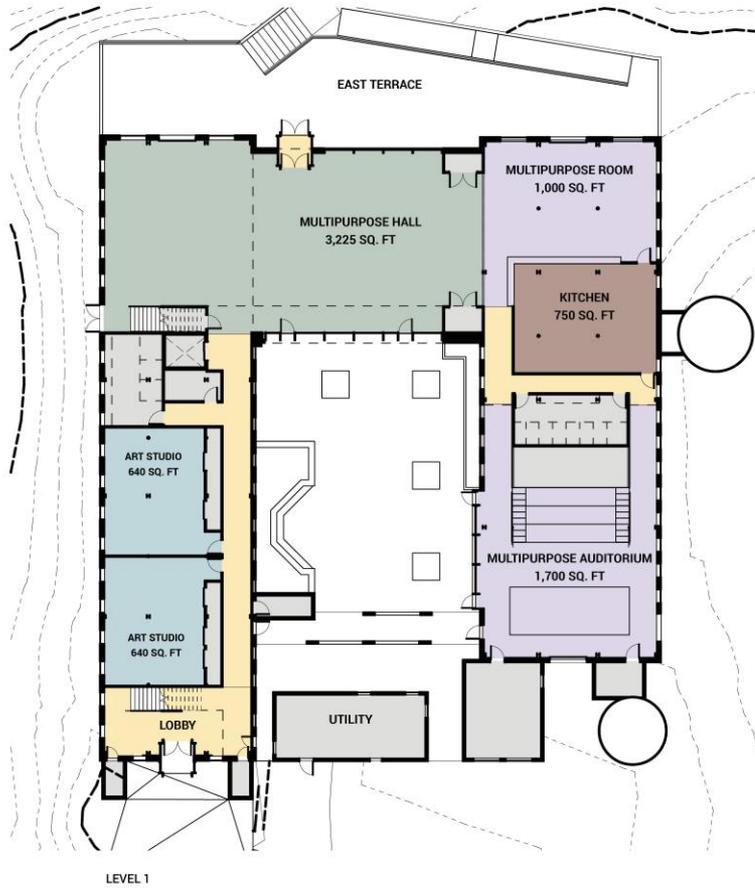
Multi-purpose Rooms

Tenant house - Building Services



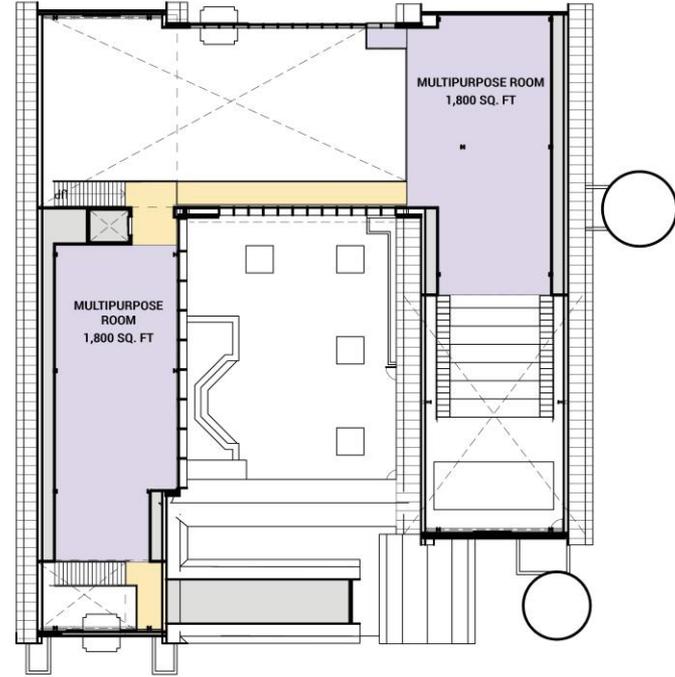
HORSE BARN: MULTI-PURPOSE HALL

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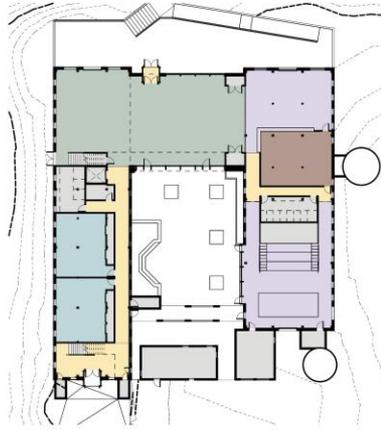


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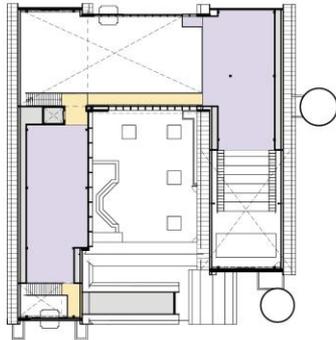
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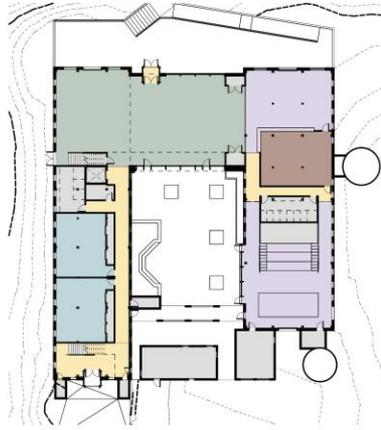
-  MULTI-PURPOSE HALL
-  ART STUDIO
-  MULTI-PURPOSE ROOM
-  KITCHEN

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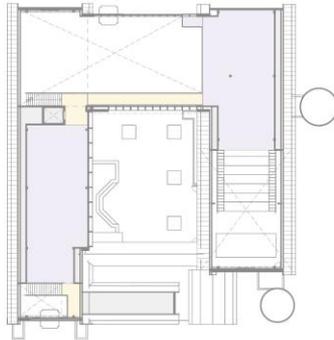
CONCEPT REFINEMENT

WORKSHOP 2 | SEPTEMBER 2025
KING FARM FARMSTEAD PARK | ROCKVILLE, MD

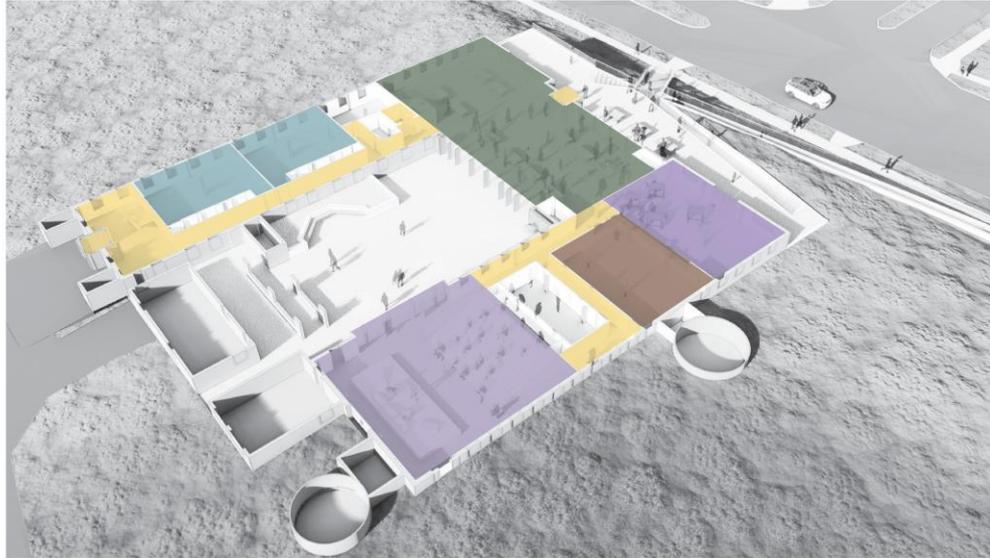




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- MULTI-PURPOSE HALL
- ART STUDIO
- MULTI-PURPOSE ROOM
- KITCHEN

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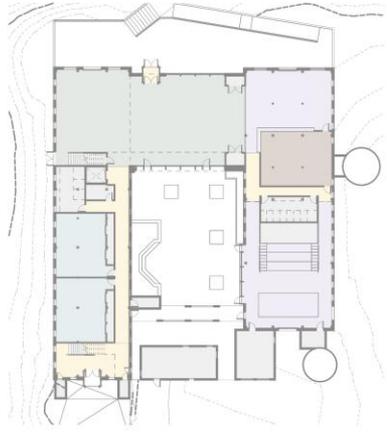
CONCEPT REFINEMENT

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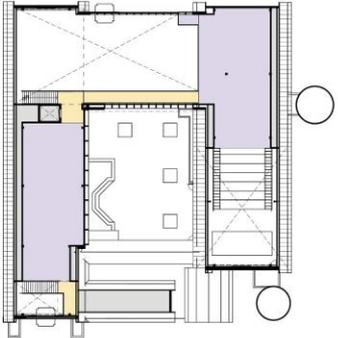
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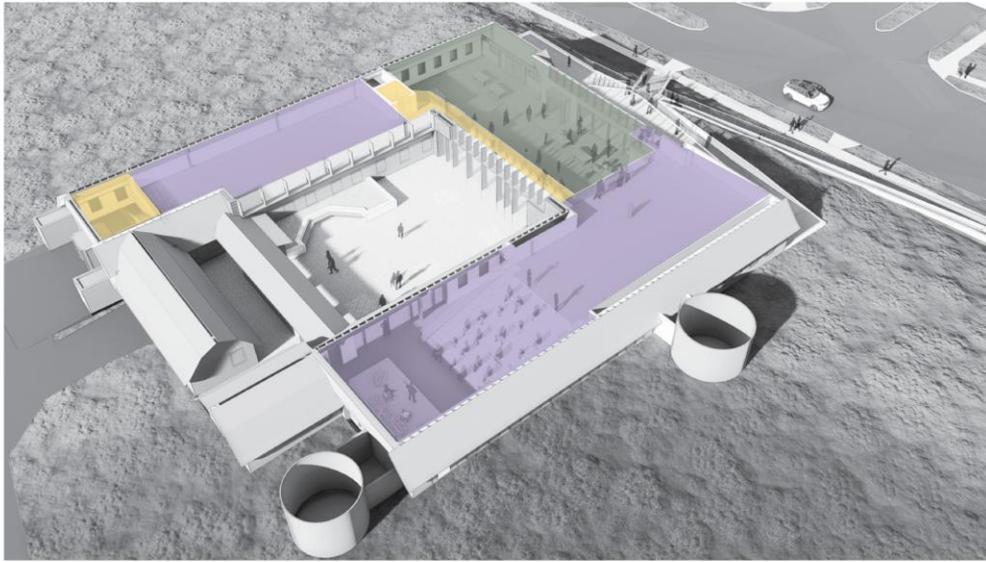
City of
Rockville
Rise Together



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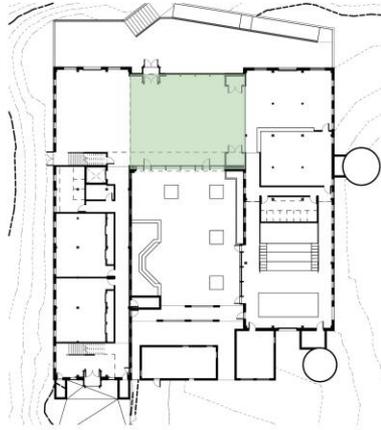
-  MULTI-PURPOSE HALL
-  MULTI-PURPOSE ROOM

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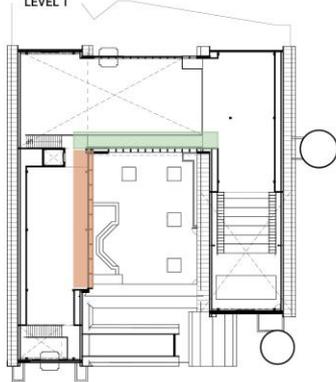
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KING FARM FARMSTEAD PARK | ROCKVILLE, MD

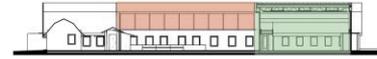




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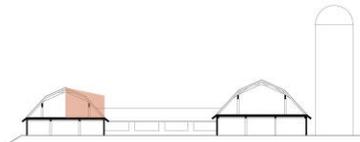
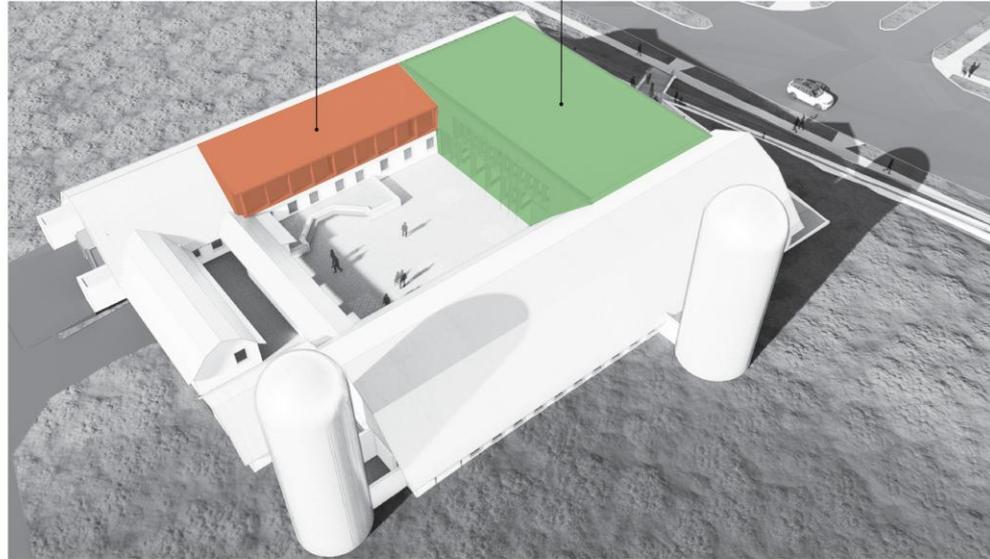


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ROOF DORMER

ADDITION



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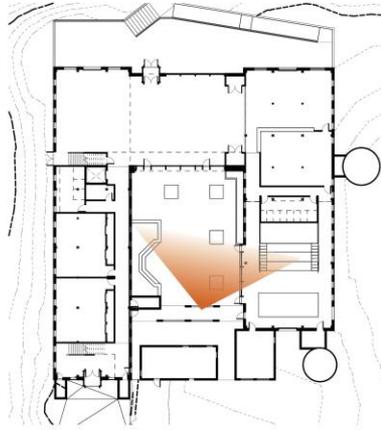
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KING FARM FARMSTEAD PARK | ROCKVILLE, MD

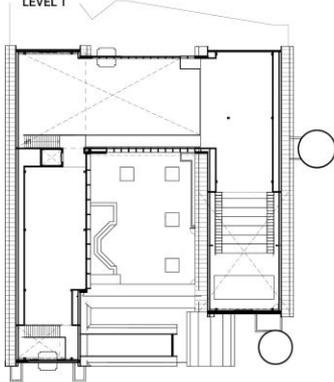
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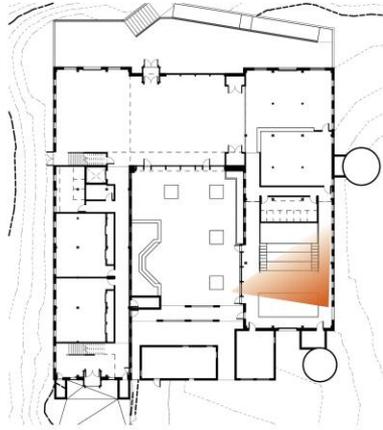
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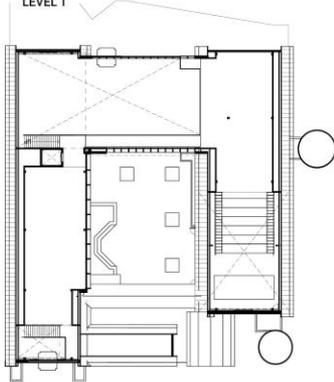
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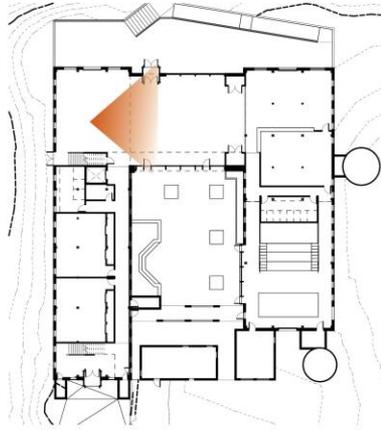
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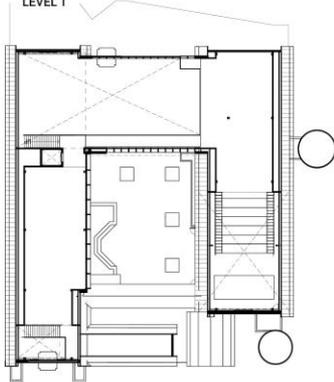
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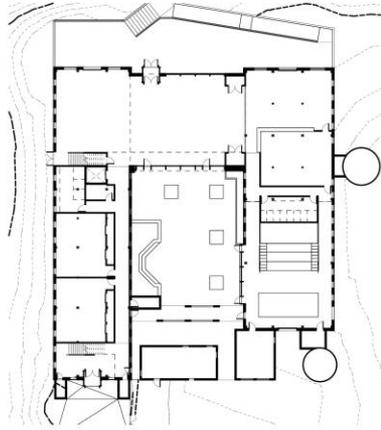
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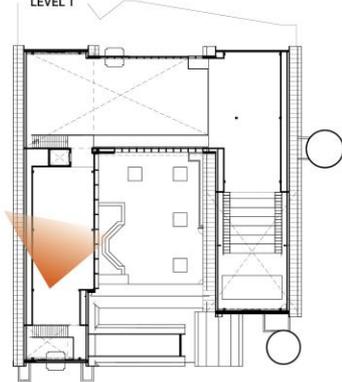
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LEVEL 1



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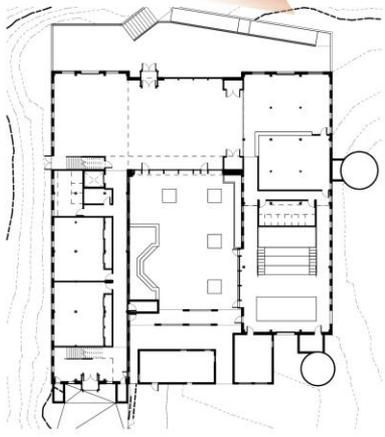
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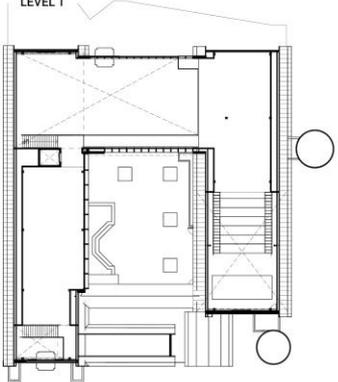
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LEVEL 2



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CONCEPT REFINEMENT

WORKSHOP 2 | SEPTEMBER 2025
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ECONOMIC ANALYSIS APPROACH

IDENTIFY CONSTRAINTS - Current parking limits the number of activities or occupants on site.

SCHEDULE - subject to parking availability.

EVENT POTENTIAL - reliant on parking

EVENT AND CLASS FEE POTENTIAL - estimated

ADJUSTMENTS - seasonality + less full enrollment

STAFFING - assumptions adjusted based on scale of activity

OPERATING EXPENSES - allocated by building

= COST RECOVERY RATIO

ECONOMIC ANALYSIS SCENARIOS

EXISTING PARKING - 47 spaces

- Assumes Farmhouse, Horse Barn, Tenant Houses and Garage

LIMITED PARKING ADDED - 47 existing spaces + 44 new asphalt spaces = 91 spaces

- Assumes Dairy Barn with smaller event capacity, Main House, Horse Barn, Tenant Houses and Garage

EXPANDED PARKING - 91 paved spaces + 100-120 grass-paver spaces

- Assumes Dairy Barn with larger event capacity, Main House, Horse Barn, Tenant Houses and Garage

ECONOMIC ANALYSIS FOR PROPOSED USES

Existing Parking

Utilization

Weekday Classes	12
Weekend Classes	14
Weekday Events	0
Weekend Events	360
Summer Camp 10 Weeks	

Limited Parking

Utilization

Weekday Classes	21
Weekend Classes	14
Weekday Events	110
Weekend Events	101
Summer Camp 10 Weeks	

Expanded Parking

Utilization

Weekday Classes	21
Weekend Classes	12
Weekday Events	110
Weekend Events	102
Summer Camp 10 Weeks	

POTENTIAL USAGE UNDER PARKING ALTERNATIVES

Existing Parking

Estimated Cost Recovery

Dairy Barn	NA
Horse Barn	113%
Tenant Houses	26%
Childcare	92%

King Farm Farmstead 95%

Limited Parking

Estimated Cost Recovery

Dairy Barn	87%
Horse Barn	114%
Tenant Houses	26%
Childcare	92%

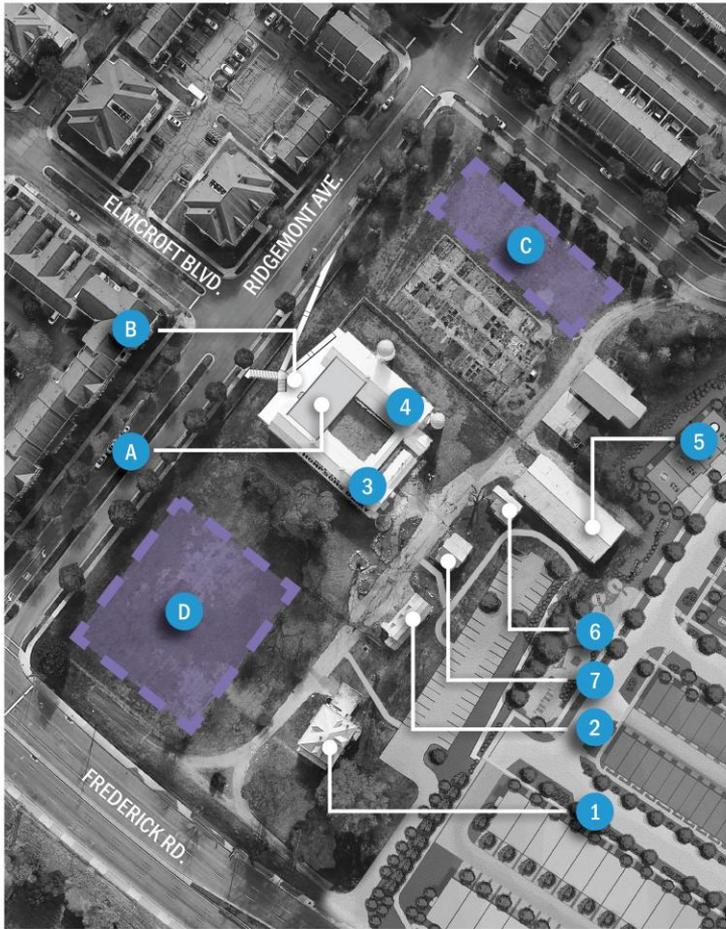
King Farm Farmstead 92%

Expanded Parking

Estimated Cost Recovery

Dairy Barn	95%
Horse Barn	112%
Tenant Houses	26%
Childcare	92%

King Farm Farmstead 96%



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DAIRY BARN

	W/ ADDITION	W/OUT ADDITION	
3 Existing	\$ 6,913,450	\$ 6,913,450	Existing
4 Addition	\$ 1,967,535	-	
A SE TERRACE	\$ 525,610	-	
B	-	\$ 486,535	Bridge
	\$ 9,406,595	\$ 7,399,985	

HORSE BARN + TENANT HOUSE 1

5 Horse Barn	\$ 1,803,550
6 Tenant House 1	\$ 311,620
	\$ 2,115,170

7 TENANT HOUSE 2

\$ 503,190

2 GARAGE

\$ 602,485

1 FARMHOUSE

\$ 2,171,635

SITWORK

Minimum \$ 1,865,000

Including C D

W/ ADDITION

\$ 16,664,075

OPTION 4

W/OUT ADDITION

\$ 14,657,465

OPTION 2

CONSTRUCTION COST ESTIMATE

ASSUMPTIONS & EXCLUSIONS:

ESCALATION - This estimate is based on today's costs and does not include any escalation. (+5% ANNUALLY)

SOFT COSTS - This estimate does not include soft costs such as design fees and FF&E. (DESIGN FEES +8%, SOFT COST TBD)

CONSTRUCTION CONTINGENCY - The Owner's construction contingency is excluded from this estimate. (+20% SUGGESTED)

HAZARDOUS MATERIAL - This estimate does not include testing or abatement of hazardous materials on site. (TBD)

PERMIT & DEVELOPMENT FEES - Permitting or any other fees required for development are excluded from this estimate. (TBD)

UTILITIES - Site work for building services such as water, sewer, telecommunications and electricity were excluded.
Water, sewer, and electric infrastructure CIP projects have been completed with utilities within 10 feet of buildings.
Telecommunications TBD.

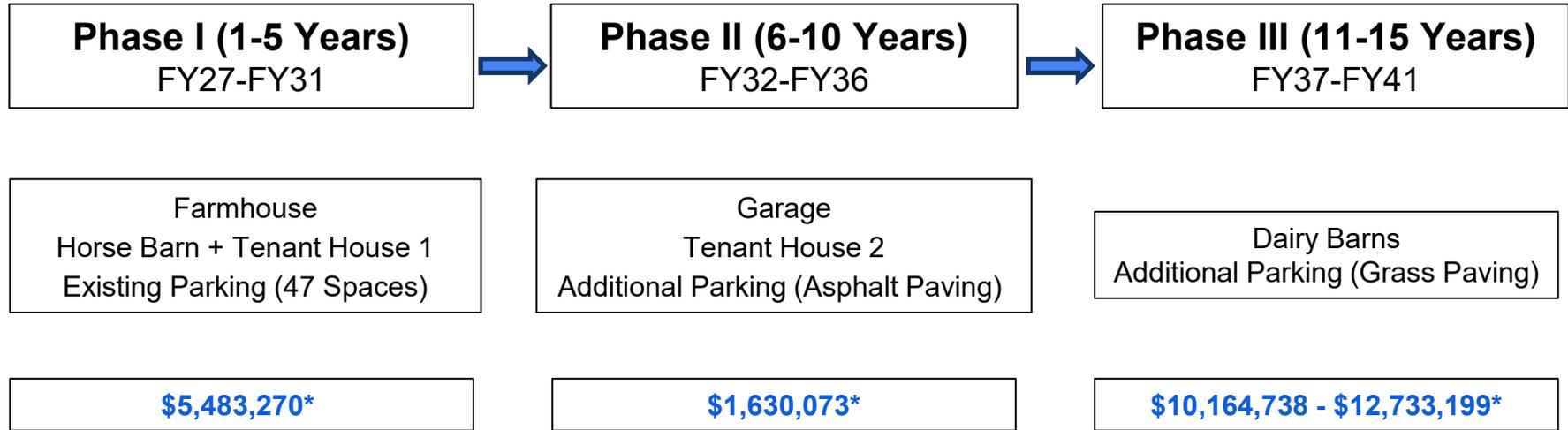
ROAD WORK - Work within the surrounding streets has been excluded from this estimate. (TBD during development review process)

SITE WORK - Landscape design was excluded from this process however a placeholder estimate which includes a limited number of site items has been included for reference. It should be considered a minimum cost and may not include all necessary improvements. (\$1,865,000 minimum)

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Project Phasing (Option 1) - Recommended



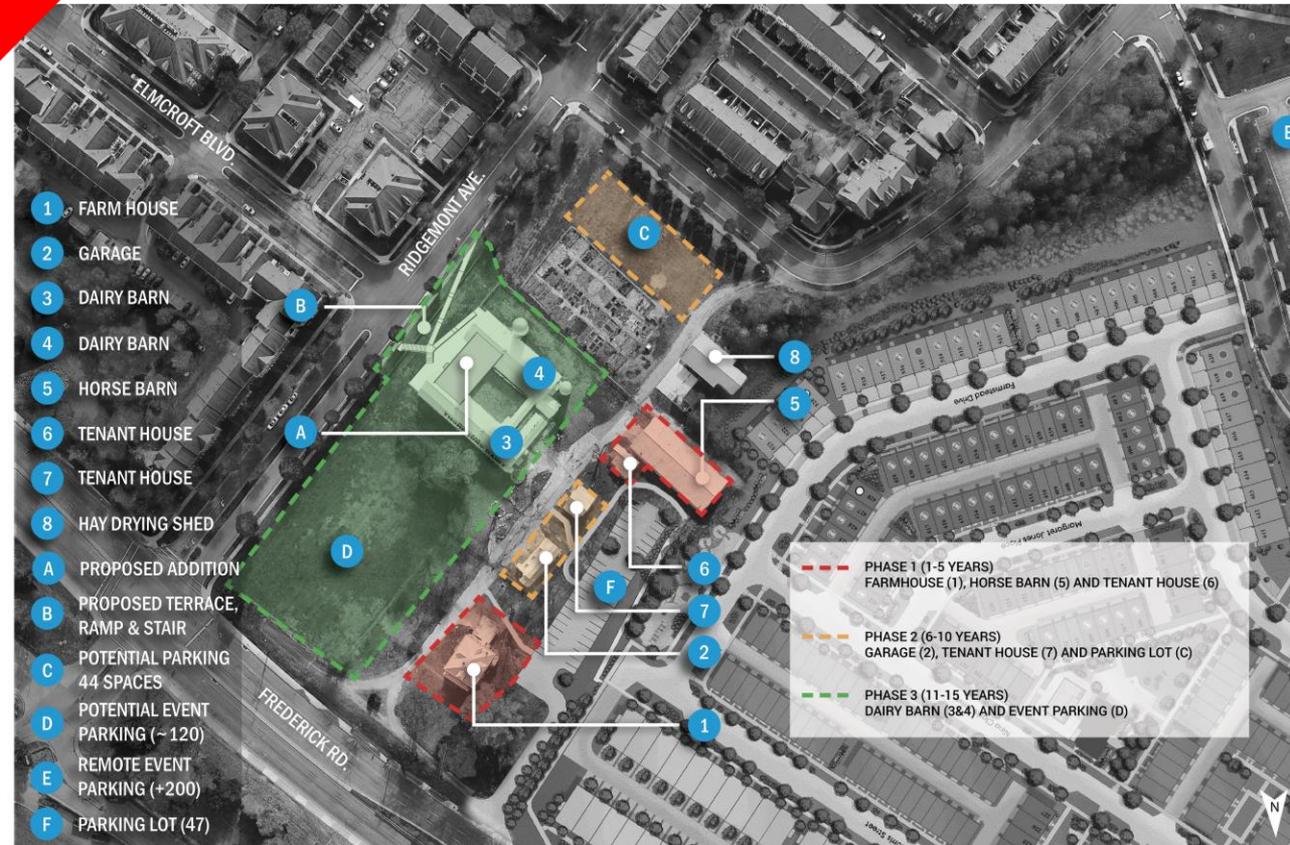
**Includes estimated design, construction, and construction contingency costs.*

- Childcare/Daycare
- Community Meetings & Event Space
- Wellness Classes
- Summer Camps

- Makerspaces
- Additional Parking to Support Expanded/Future Uses

- Arts & Tech Studios
- Community Meetings & Event Space
- Community Kitchen
- Performing Arts Space

Project Phasing (Option 1) - Recommended



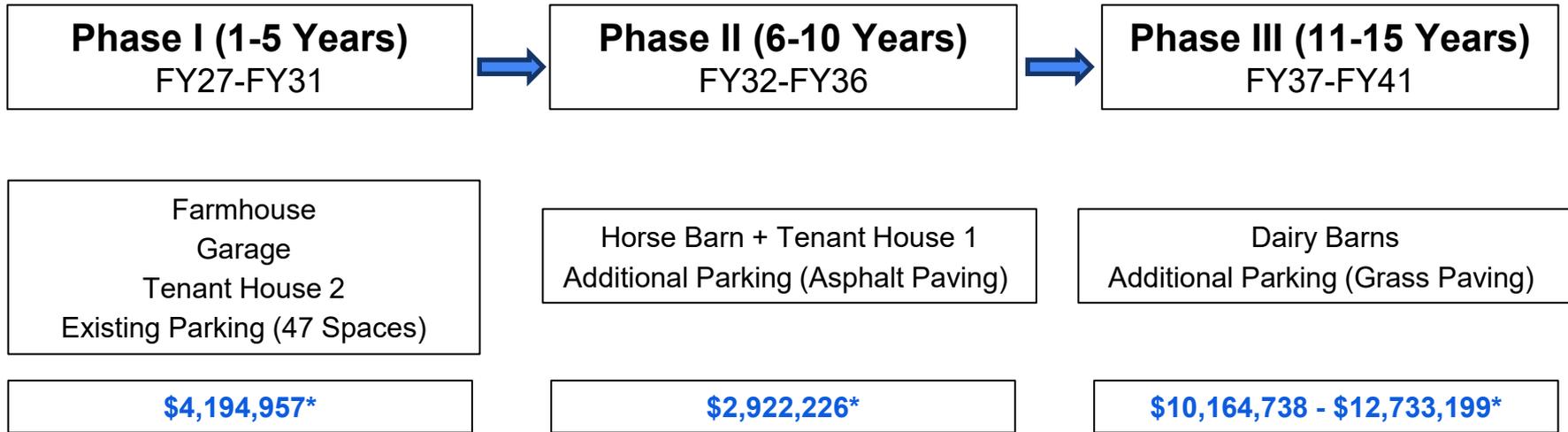
- *Childcare/Daycare*
- *Community Meetings & Event Space*
- *Wellness Classes*
- *Summer Camps*

- *Makerspaces*
- *Additional Parking to Support Expanded/Future Uses*

- *Arts & Tech Studios*
- *Community Meetings & Event Space*
- *Community Kitchen*
- *Performing Arts Space*
- *Additional Parking (Grass Paving)*



Project Phasing (Option 2)



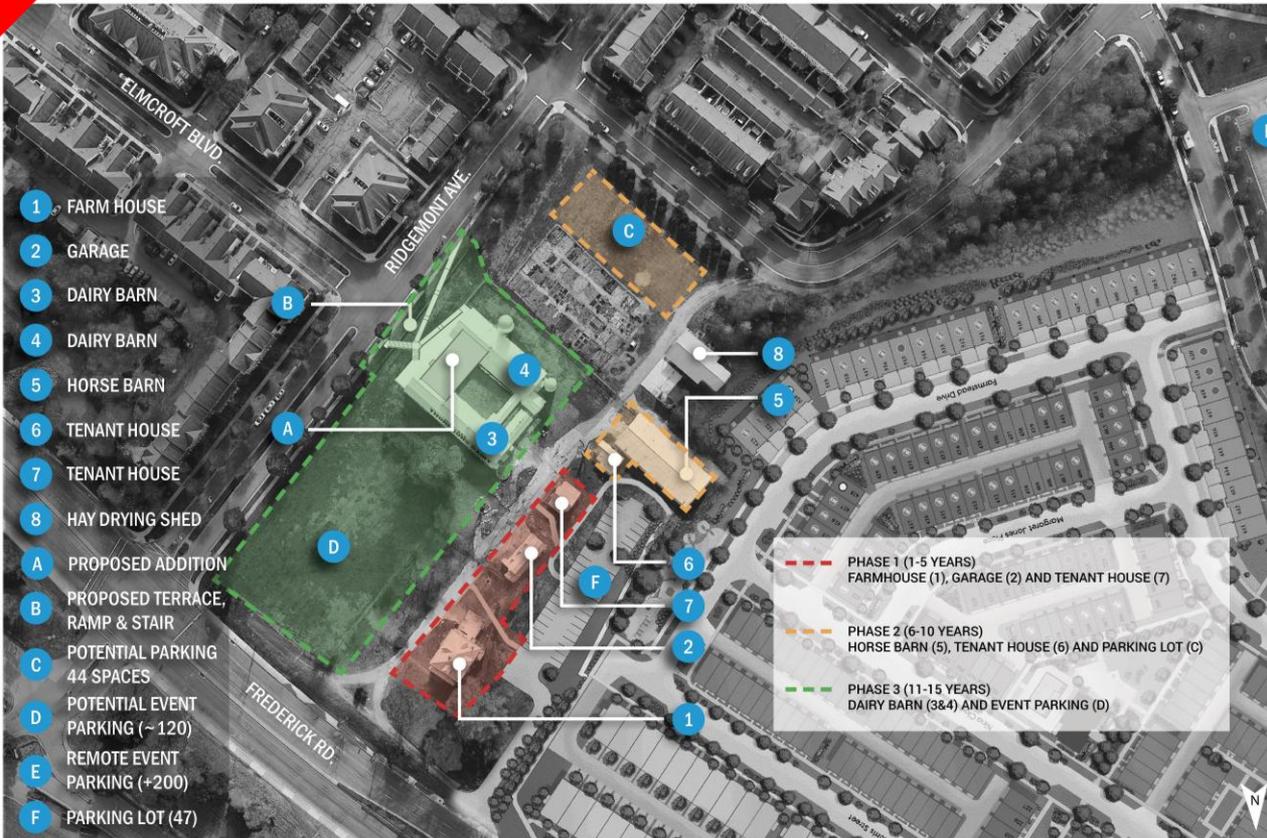
**Includes estimated design, construction, and construction contingency costs*

- Childcare/Daycare
- Makerspaces

- Community Meetings & Event Space
- Wellness Classes
- Summer Camps
- Additional Parking to Support Expanded Uses

- Arts & Tech Studios
- Community Meetings & Event Space
- Community Kitchen
- Performing Arts Space

Project Phasing (Option 2)

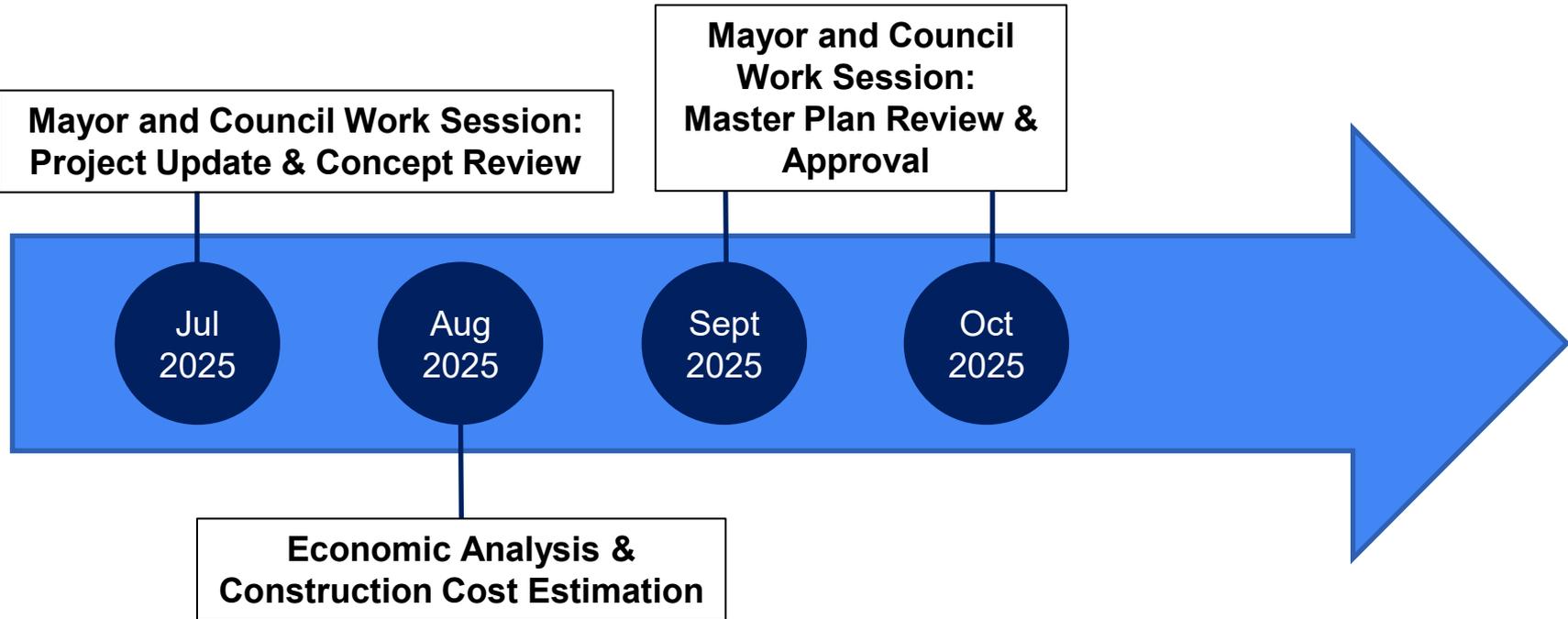


- *Childcare/Daycare*
- *Makerspaces*

- *Community Meetings & Event Space*
- *Wellness Classes*
- *Summer Camps*
- *Additional Parking to Support Expanded Uses*

- *Arts & Tech Studios*
- *Community Meetings & Event Space*
- *Community Kitchen*
- *Performing Arts Space*
- *Additional Parking (Grass Paving)*

Project Timeline



A large red arrow pointing to the right, located in the top-left corner of the slide.

Requested Feedback

1. Which dairy barn option do you recommend moving to the implementation phase (with addition or without addition)?
2. Do you support phasing project implementation over the next 5-15 years?
3. Do you support the proposed approach for phasing the projects (option #1 or option #2)?

Questions?





MAYOR AND COUNCIL Meeting Date: October 6, 2025
Agenda Item Type: WORKSESSION
Department: CPDS - ZONING REVIEW & OTHER
Responsible Staff: HOLLY SIMMONS

Subject

Zoning Ordinance Rewrite (ZOR) Work Session - Review of Remaining Topics: Amenity Space, Landscaping, Signs, Nonconformities, Findings, Subdivision and Plats, Neighborhood Conservation Plans, Historic Preservation and Recommended Rezoning Near the Twinbrook Metro Station.

Department

CPDS - Zoning Review & Other

Recommendation

Staff recommend that the Mayor and Council hold a work session to discuss and provide direction on the ongoing Zoning Ordinance Rewrite (ZOR) and Comprehensive Map Amendment (CMA).

Change in Law or Policy

The adoption of the new Comprehensive Zoning Map will replace the existing zoning map in its entirety. The adoption of the new Zoning Ordinance will replace the existing Zoning Ordinance in its entirety.

Discussion

Background

The city is undertaking a comprehensive rewrite of the city's Zoning Ordinance to modernize this chapter of the city code so that it better accommodates the changing living, working, and recreation trends of the 21st century. In conjunction with the Zoning Ordinance Rewrite, the city's zoning map will be updated through a Comprehensive Map Amendment that will implement the rezonings recommended in the *Rockville 2040 Comprehensive Plan*.

The following objectives have been identified for the project:

- Implement many of the recommended land use actions identified in the *Rockville 2040 Comprehensive Plan*, including implementing the Plan's zoning recommendations.
- Accomplish goals from the city's ongoing FAST Initiative, making the development review and permitting process Faster, Accountable, Smarter, and Transparent.

- Incorporate planning and zoning best practices that have become common in the field of urban planning and in other similarly situated communities.
- Incorporate the city’s commitment to equity, resilience, and sustainability, as described in the 2021 Mayor and Council social justice resolution and the 2022 Climate Action Plan.
- Ensure compliance with current federal and state regulations.
- Create a modern ordinance that can accommodate the changing living, working, and lifestyles of the 21st century.
- Create a user-friendly, accessible, and well-organized document that provides appropriate graphics and information to aid in its understanding.

The September 29 work session is intended to focus on the following elements of the ongoing ZOR and CMA project:

- Amenity space
- Landscaping
- Nonconformities
- Signs
- Subdivision
- Historic Preservation

Authorization to file the zoning text amendment and comprehensive map amendment is planned for December 2025.

Amenity space

The current Zoning Ordinance requires private developments to provide a specific amount of open area or, in certain cases, “public use space.” Where public use space is required, it is treated as a subset of open space, with any public use space provided counting toward the open space requirement as well. Public use space is intended “to promote an appropriate balance between the built environment, public parks and other open spaces intended for respite from urban development, and to protect natural features and preserve the character of the City”; however, both requirements are currently defined very broadly,¹ and the current Zoning Ordinance does

¹ Per Sec. 25.03.02, “Open area” is defined as follows: “An area of land associated with and located on the same tract of land as a major building or group of buildings providing light and air, scenic or recreational space, or other similar purpose.

1. Open area must, in general, be available for entry and use by the occupants of the building involved but may include space so located and treated as to enhance the amenity of the development by providing landscaping features, screening for the benefit of the occupants or those in neighboring areas, or a general appearance of openness.
2. Open area may include, but not be limited to, lawns, decorative planting, sidewalks and walkways, and active and passive recreation areas, including children’s playgrounds, fountains, swimming pools, rooftop recreation areas, wooded areas, and watercourses; but shall not include parking lots or vehicular surfaces, accessory buildings other than swimming pools, or areas of open space so located or so small or so circumscribed by buildings, parking, or drainage areas as to have no substantial value for the purposes stated in this paragraph.”

not ensure that the open space or public use space provided by developments in the City is of high quality.

The ZOR proposes to replace the structure of the current requirements with a new requirement that will guarantee residents have access to high-quality recreational and social areas while helping to reduce pressure on existing parks and amenities. The ZOR proposes to introduce a requirement for “amenity space” that is more narrowly defined than the current open space and public use space. Specifically, it will require that all development projects subject to the amenity space requirement provide contiguous, high-quality, amenitized space for residents, employees, patrons, and the public, including those for both passive and active uses. The proposed changes would generally reduce the amount of space required to be provided, but greatly increase the quality of these spaces. Additionally, understanding that the proposed requirements would make it necessary for applicants to provide more meaningful, contiguous, amenitized space, which may be a difficult requirement to meet in the City’s densest transit-oriented zones, the proposal would also allow flexibility in the MXTD zones for a portion of the required amenity space to be accessible only to residents of the development, such as on a rooftop. With few exceptions, amenity space would continue to be required to be publicly accessible. Amenity space requirements could also be met through dedication of land to the city, fee-in-lieu, or alternative compliance.

Substantive recommendations are as follows:

- Transition from broadly defined “open area” and “public use space” to “amenity space,” which is defined to include only high-quality space with amenities, including those for both passive and active uses.
- Require amenity space for residential and mixed-use projects in the mixed-use zones, residential medium density zones, and the Residential High Density zone, except when the project:
 - Consists of five or fewer dwelling units
 - Is a non-residential use with a gross floor area of 20,000 square feet or smaller

“Public use space” is defined as: “An open area associated with and located on the same tract of land as a principal building or group of buildings providing light and air, recreational space, or other similar purpose. Such open area must be accessible for use and enjoyment by the general public when provided in a residential, retail or mixed-use project, and may include space so located and treated as to enhance the amenity of the development by providing landscaping features, screening, or a general appearance of openness, and may include accessible portions of a stormwater management facility. In addition, public use space may also consist of indoor spaces dedicated to the provision of publicly-accessible art and open areas or dedicated spaces open to the public such as museums, art galleries, science centers and/or facilities, cultural arts centers, or community rooms. Public use space may also consist of open areas recommended in an adopted master plan, including enhanced public walkways and off-site public improvements. Such public improvements do not include road improvements or other capital projects in the vicinity of the property. Internal landscaping within a parking facility, as required in section 4.d of the landscaping, screening and lighting manual, does not constitute public use space. Development consisting primarily of office and/or industrial uses may include space accessible to the public or the employees of the site for the purpose of satisfying the public use space requirement.

- Is on a site of one acre or less in the MXTD-235, MXTD-200, and MXTD-85² or 20,000 square feet in any other zone, or
- Is a 100 percent affordable residential development located within ¼ mile of a public park or publicly accessible amenity space

Currently, the Zoning Ordinance exempts all affordable housing projects, as well as projects that consist of Housing for Senior Adults and Persons with Disabilities; however, staff does not propose continuing these exemptions as currently written, due to concerns regarding the equitable provision of recreation and amenity space for all Rockville residents.

- Allow flexibility in the MXTD (where the Plan prioritizes density and where land is at a premium) for 50 percent of the required amenity space to be accessible only to residents of the development, such as on a rooftop.

Landscaping

Landscaping and vegetative screening requirements aim to enhance aesthetic appeal, reduce visual and noise impacts, and promote environmental benefits, such as increased shade. Requirements for landscaping and screening are currently contained in the City's *Landscaping, Screening, and Lighting Manual*, which was most recently amended in 2015. As part of the ZOR, the landscaping and screening portion of the *Manual's* requirements are proposed to be pulled out and codified; the lighting requirements are proposed to be retained in the *Manual* and will be updated via a separate process.

The *Manual's* landscaping and screening requirements, with some exceptions, primarily focus on buffering parking lots from adjacent rights-of-way and uses to ensure a smoother and more aesthetically pleasing transition. The ZOR will restructure these requirements from narrative format into tables for ease of use. City Forestry staff have also reviewed all required planting strips, including strip width and the mix and quantity of plant materials, to ensure plant materials will be able to survive while also performing their intended purposes. The ZOR will also include new specifications for planting materials, including height and caliper, consistent with City Code Chapter 10.5 and best practices, which will help add clarity to the Zoning Ordinance.

The following bullet point addresses one issue with the current landscaping and screening requirements that warrants further conversation, along with the Staff's recommendation. Staff will request Mayor and Council guidance on this item.

- The current *Manual* requires industrial uses abutting residential uses to provide a 30-foot landscaped buffer with a minimum six-foot opaque wall or fence (the wall/fence requirement may be waived). This requirement lacks specificity and treats all industrial uses in the same manner. For example, both Heavy Industrial uses and Research and Development uses would require the same 30-foot buffer and wall/fence, although their

² The Mixed-Use Transit District zone is the city's most walkable and transit-oriented zone. Through the ZOR, and as discussed with Mayor and Council during the May 5 work session, this zone is proposed to be expanded into a 'family' of mixed-use zones (the MXTD-85, MXTD-200, and MXTD-235) to implement the recommendations of the Town Center Master Plan.

impact is anticipated to be very different. Staff recommends the context-sensitive buffer requirements for industrial and similar uses when these uses are shown in the table below.

Use	Proposed Requirement when Abutting Residential	When abutting...
Heavy Industrial (<i>This use is currently not permitted in any zones within the city.</i>)	30-foot buffer & 3-foot berm	All uses other than Heavy Industrial
Light Industrial	30-foot buffer & 3-foot berm OR 15-foot buffer & 6-foot opaque fence or wall	Residential
General Warehousing	30-foot buffer & 3-foot berm OR 15-foot buffer & 6-foot opaque fence or wall	Residential
Alcoholic Beverage Production	30-foot buffer & 3-foot berm OR 15-foot buffer & 6-foot opaque fence or wall	Residential
Automobile Repair Establishment	30-foot buffer & 3-foot berm OR 15-foot buffer & 6-foot opaque fence or wall	Residential
Self-Storage Facility	10-foot buffer OR 7-foot buffer & 6-foot opaque fence or wall	Residential
Gas Station	10-foot buffer OR 7-foot buffer & 6-foot opaque fence or wall	Residential

The proposal outlined in the above table would increase the requirements for Heavy Industrial uses to apply when they abut any use; allow flexibility for less-intense industrial uses, such as Light Industrial, General Warehousing, and Alcoholic Beverage Production; and add new buffering requirements for Automobile Repair Establishments and Gas Stations. In naming the uses specifically, it would also eliminate the possibility for any interpretation that buffering requirements apply to Artisanal Craft Production and Research and Development, which are included in the Zoning Ordinance’s general “Industrial” use category.

Signs

The Zoning Ordinance regulates all signs to be installed in City limits, with the intention of promoting public safety and reducing visual clutter. The City’s sign ordinance specifies types of signs permitted, allowable sign sizes and locations, style (in certain cases; described below), and processes by which signs may be permitted. In addition to the below recommendations, the sign ordinance is being comprehensively reviewed by ZoneCo for updates to modernize requirements and also to restructure the underutilized optional sign package.

In 2015, through their ruling in the case *Reed v. Town of Gilbert*, the Supreme Court clarified when municipalities may impose content-based restrictions on signs. Generally, this ruling reduces a municipality’s ability to regulate the message on signs (e.g., whether the messages are “religious,” “political,” or “real estate,” etc.) and has prompted many jurisdictions to adopt sign

regulations that are “content-neutral” to minimize risk. To address the ZOR’s goal of complying with federal regulations, the following is recommended:

- Make all sign regulations content-neutral. Define all sign types according to the structure, design, or location of the sign rather than the sign’s content. Remove distinctions between commercial and noncommercial signs, flags, etc.

The sign ordinance also includes regulations related to color and design consistency, which were initially adopted in the 1960s to curtail a proliferation of unsightly signs along Rockville Pike. Individual shopping centers were required to submit “sign plans” that specified one color (subsequently expanded to one main color and two accents) and one letter style to be used on all signs within the shopping center. Though not common among other jurisdictions in the region, this practice persists to this day, with a wide array of outcomes. Some shopping centers are governed by sign plans that were approved in the 1980s and specify only one color and one letter style; others were approved more recently and include significantly more detail on sign color, letter style, placement, measurements, etc. Ultimately, however, the stylistic specifications of each sign concept plan do not correspond with the regulations contained in the sign ordinance; cause difficulty when a company wants to use a trademarked logo; and may preclude smaller businesses from using culturally relevant colors and letter styles in favor of homogeneity. To address these issues, the draft ZOR recommends:

- Eliminating the requirement for sign plans and associated regulation of color and design consistency.

Nonconformities

“Nonconformity” is a term that captures both uses and structures that were lawful when established but which no longer conform to the requirements of the zone in which they are located. Generally, creating nonconformities is to be avoided, but in certain instances, it can be part of a broader strategy to implement City goals and transform the built environment over time to better match the City’s vision. In these instances, creating nonconformities allows the existing nonconformities to persist while encouraging their eventual replacement.

For example, through a review of relevant uses by CPDS and DPW – Environmental Management Division staff, two changes are proposed that would create minor nonconformities to implement the goals of the Climate Action Plan and the Town Center Master Plan:

- *Gas Stations.* Gas Stations are currently a Special Exception use within the MXTD zone; however, understanding that Town Center is proposed to be rezoned to the MXTD-235, MXTD-200, and MXTD-85, the ZOR recommends that this use be reclassified as Prohibited within these zones to support and enhance their transit-oriented, walkable character. Existing Automobile Filling Stations would be allowed to continue, but development on-site would be constrained by the Zoning Ordinance’s nonconforming use provisions. No new Automobile Filling Stations would be permitted.
- *Drive-Through Windows.* Drive-through windows are allowed only when associated with banks, pharmacies, restaurants, and cannabis dispensaries. Currently, restaurants with

Drive-Through Windows are not permitted in the MXTD zone, but banks and pharmacies with Drive-Through Windows are permitted, so long as they are “incorporated and enclosed within a building or structure” (Sec. 25.13.04.b and .d). For the same reasons stated above, the ZOR recommends that all Drive-Through Windows be reclassified as Prohibited within the MXTD family of zones.

If created, these nonconforming uses will be allowed to continue operating, but any future changes will be constrained by the Zoning Ordinance’s nonconforming use requirements (described further below), or they will need to transition to a modern use aligned with the zone.

In addition to creating limited nonconformities, the ZOR proposes to change the requirements that govern nonconformities. Currently, the regulations contained within the ordinance are confusing and quite restrictive. For example, under the current Zoning Ordinance, it would not be possible for a business owner to replace their nonconforming building in kind if it were to burn down or otherwise be destroyed by a natural disaster. Additionally, the current regulations make it difficult for nonconforming buildings and uses to come closer to conforming with the zoning requirements. Finally, existing nonconformities are currently unable to increase their nonconformity by even a nominal amount, whereas in some zoning ordinances, limited expansions are permissible.

Understanding the scope of the issues, the ZOR proposes to simplify, clarify, and amend nonconformity requirements as follows:

- Allow structures housing nonconforming uses to be altered for certain purposes, including to bring the nonconforming use into greater conformity with the Code³; for maintenance, safety, and ADA compliance; and for improvements to a façade or stormwater management and pedestrian and bicycle facilities.
- Allow structures housing nonconforming uses and nonconforming structures to be replaced or repaired in kind in the event of a fire, flood, or other natural disaster or emergency.
- Allow for nonconforming uses to expand by up to 20 percent, subject to approval by either the Chief of Zoning or the Planning Commission, depending on the extent of the expansion.

Findings of Approval

To approve Project Plans, Site Plans, and Preliminary Plans of Subdivision, Approving Authorities must make several findings. In the current Zoning Ordinance, some of these findings are highly discretionary, and the intent of the finding is substantially addressed through regulations

³ One recent project which was significantly impacted by the stringency of the City’s nonconformities requirements was an application filed in 2022 for an existing car wash that is a nonconforming use in the MXTD zone. The owner proposed to modify the use by removing the self-serve car wash bays and replacing with vacuum machines, a proposal that would reduce the nonconformity without going so far as to eliminate it. Ideally, such a change would be encouraged; however, under the current Zoning Ordinance, the proposal was required to go through a nonconforming alteration approval process and a Level 2 Site Plan, which was able to be combined. Under the current proposal, this request to reduce the existing nonconformity would be subject to a Minor Amendment only.

contained in City Code. The ZOR proposes to rework and simplify these discretionary findings to be objective, accessible, consistent across application types, and strongly tied to the City’s Comprehensive Plan and regulations governing life safety, natural features, public facilities, and the like. This will ensure that the grounds for approving or denying project plans, site plans, and preliminary plans are uniformly applied to all development applications and are unambiguous for both applicants and Approving Authorities.

The most significant reframing is proposed for the findings identified as five through 12 in the table below. In part because the findings are not tied to clear standards, they have rarely been determinative in staff’s recommendations to approve or deny applications. As a result, Staff anticipates that the proposed revisions will provide substantial improvements in terms of clarity, objectivity, and accessibility while having minimal impact on the final outcomes of future applications.

As outlined in the table below, under the ZOR, project plans, site plans, and preliminary plans of subdivision will still need to demonstrate consistency with the Comprehensive Plan, adequate public facilities, and conformance to all requirements of the Zoning Ordinance and other applicable law governing health, safety, natural resources, and the environment of the City.

Table 1. Existing and Proposed Approval Findings for Level 1 and 2 Site Plans, Project Plans, and Preliminary Plans of Subdivision

ID	Existing Finding	Applies to...	Proposed Replacement Finding	Rationale
1	The application will not conflict with the Plan.	<ul style="list-style-type: none"> Project Plan Level 1 & 2 Site Plans 	The application is consistent with the Plan.	The proposed revision (positive instead of double negative) strengthens the Comprehensive Plan consistency finding.
2	The application will not violate or adversely affect the plan.	<ul style="list-style-type: none"> Preliminary Plan 		
3	The application will not overburden existing and programmed public facilities as set forth in Article 20 of this chapter and as provided in the adopted adequate public facilities standards.	<ul style="list-style-type: none"> Project Plan Level 1 & 2 Site Plans 	The application is supported by adequate existing and programmed public facilities as set forth in [the APF section of the ZOR] and as provided in the adopted Adequate Public Facilities Standards.	The proposed revision ensures that the APF finding is uniform for all approval types and clearly references both the APFS and the APF requirements in the Zoning Ordinance.
4	The application will not overburden existing public services, including but not limited to water, sanitary sewer, public roads, storm drainage, and other public improvements;	<ul style="list-style-type: none"> Preliminary Plan 		
5	The application will not be unsuitable for the type of development, the use contemplated, and available public utilities and services.	<ul style="list-style-type: none"> Preliminary Plan 	The application conforms to the requirements of this Chapter and other applicable law governing health, safety, natural resources, and the environment of the City.	The proposed revision is intended to retain the overall intent of the current findings, while making them clear, objective, and accessible. The general thrust of the current findings is covered by federal, State, County, and local regulations. For
6	The application will not be incompatible with the surrounding uses or properties.	<ul style="list-style-type: none"> Level 1 & 2 Site Plans 		
7	The application will not adversely affect the health or safety of	<ul style="list-style-type: none"> Project Plan 		

	persons residing or working in the neighborhood of the proposed development.	<ul style="list-style-type: none"> • Level 1 & 2 Site Plans 		<p>example, suitability and compatibility is tied to assignment of zones and uses within zone; health and safety are addressed through various portions of city code, including the Zoning Ordinance, Road Code, Building Code, and Fire Code; and natural resources and stormwater are addressed through the Floodplain Management ordinance, Forest and Tree Preservation Ordinance, and Sediment Control and Stormwater Management ordinance.</p>
8	The application will not adversely affect the health or safety of persons residing or working in the subdivision or neighborhood;	<ul style="list-style-type: none"> • Preliminary Plan 		
9	The application will not be detrimental to the public welfare or injurious to property or improvements in the neighborhood.	<ul style="list-style-type: none"> • Level 1 & 2 Site Plans 		
10	The application will not adversely affect the natural resources or environment of the City or the surrounding areas.	<ul style="list-style-type: none"> • Project Plan • Level 1 & 2 Site Plans 		
11	The application will not unreasonably disturb existing topography, in order to minimize stormwater runoff and to conserve the vegetation cover and soil.	<ul style="list-style-type: none"> • Preliminary Plan 		
12	The application will not constitute a violation of any provision of this chapter or other applicable law.	<ul style="list-style-type: none"> • Project Plan • Level 1 & 2 Site Plans • Preliminary Plan 		

Subdivision and Plats

Along with development regulations, the Zoning Ordinance contains regulations governing subdivision (generally, the division or assemblage of land, whether for sale or development) and the preparation of plats (the maps showing subdivision boundaries and location of lots) for recordation in the Montgomery County land records. These regulations are contained in the Subdivision and Plats article. This article provides the processes for approval of preliminary plans of subdivision, record plats, and ownership plats, as well as requirements that apply at time of subdivision, including standards related to streets and public infrastructure, public utility easements, and public sites and open spaces.

Unlike other sections of the Zoning Ordinance, the Subdivision and Plats article has remained largely unchanged in recent years, and in fact was not significantly revised or updated during the 2009 rewrite of the Zoning Ordinance. The current structure of the article presents meaningful opportunities for reorganization and simplification to assist code users, such as organizing existing subdivision application types into two broad categories (“minor subdivision” and “major subdivision”) to align with the required approval processes, and locating all subdivision standards in one Division, while also updating these standards for accuracy, clarity, and completeness.

The ZOR also proposes more substantive changes to align subdivision standards with city goals and objectives. These include:

- Placing the authority to accept land dedications or reservations at the time of subdivision with the Mayor and Council, as land dedication often has financial and long-term maintenance implications which, are best addressed under the Mayor and Council’s

policy and budgetary responsibilities. (Under the current Zoning Ordinance, this authority lies with the Planning Commission.)

- Allow record plats for minor subdivisions to be approved by the Chief of Zoning (currently, this requires Planning Commission approval),⁴ streamlining the process for simple, low-impact land divisions, saving time and resources for both applicants and local governments, helping to reserve public hearings for more complex or controversial projects that warrant greater scrutiny. This would include the below types of subdivisions, so long as they meet all applicable code requirement and require no extension of public facilities.
 - Dividing land into four or fewer lots fronting an existing road;
 - Adjusting or eliminating a common property line between lots;
 - Consolidating two or more lots into one lot;
 - Correcting information shown on a plat;
 - Replating a piece of property to show the dedication of land, or to incorporate land that had previously been dedicated but is now being abandoned; and
 - Conversion of a part of a lot into a record lot.
- Eliminating provisions related to “cluster developments,” which are unlikely to be used again.⁵
- Permitting pipestem lots (which have been expressly prohibited by the Zoning Ordinance since 2006) to increase options for single-family homes that make use of underutilized land on existing lots.

Figure 1. Existing Pipestem Lots in Twinbrook



⁴ While this is preliminarily proposed to be written into the ZOR, Maryland law requires the City’s Planning Commission to delegate approval authority to the Chief of Zoning as well.

⁵ Cluster subdivision provisions, which allow single-unit dwellings to be “clustered” (i.e., built on slightly smaller lots than the underlying zoning allows, ideally allowing for increased preservation of natural features) became popular in the 1970s and 1980s. The city has a number of cluster subdivisions that were approved and developed when large swaths of undeveloped land still existed west of I-270; however, few if any sites remain where cluster subdivisions could prove useful. Indeed, no cluster subdivision has been approved in the city since prior to the 2009 Zoning Ordinance update.

Neighborhood Conservation Plans

The Zoning Ordinance currently contains provisions related to special “neighborhood conservation plans,” through which neighborhood conservation zoning districts can be established. Neighborhood conservation plans can be initiated in one of two ways: 1.) The Mayor and Council identify areas for designation through a master plan process; or 2.) local property owners may petition the Mayor and Council to initiate a neighborhood conservation district study.⁶ The “neighborhood conservation plan” concept was introduced into the Zoning Ordinance in 2009. While the city has many master plans, the Lincoln Park Neighborhood Conservation Plan is the only example of a neighborhood conservation plan within the city.

The ZOR recommends that the concept of “neighborhood conservation plans” be eliminated from the Zoning Ordinance. Eliminating neighborhood conservation plans will not impact the Lincoln Park Neighborhood Conservation District Zone, which will continue to exist in its current form unless it is proposed to be amended, in which case it can be amended through a standard zoning text amendment or sectional map amendment. Master plans, including neighborhood or area plans that address specific areas of the city, will still be undertaken through the master planning process, and rezonings or other changes to the zoning map can continue to occur through sectional and comprehensive map amendments; however, these initiatives would be based solely upon the priorities and timing of the Mayor and Council and aligned with the broader priorities for the city as established in the Comprehensive Plan.

Comprehensive Map Amendment

At their May 5, 2025 work session, the Mayor and Council supported the new MXTD-235 zone, one of a ‘family’ of three Mixed-Use Transit District zones being created to implement the recommendations of the 2025 *Town Center Master Plan*, being applied to the MXTD properties near the Twinbrook and Shady Grove metro stations to ensure that these properties are positioned to be similarly competitive to those in Town Center and transit-oriented properties in Montgomery County. This recommendation implements the Comprehensive Plan’s principle to “Steer the most-dense development to mixed-use, transit-served locations” and the Climate Action Plan’s Action C-16 to “Implement the Comprehensive Plan to steer the densest development/redevelopment to mixed-use, transit-served locations, reduce vehicle miles traveled (VMT) and emissions, and conserve/restore environmental areas.”

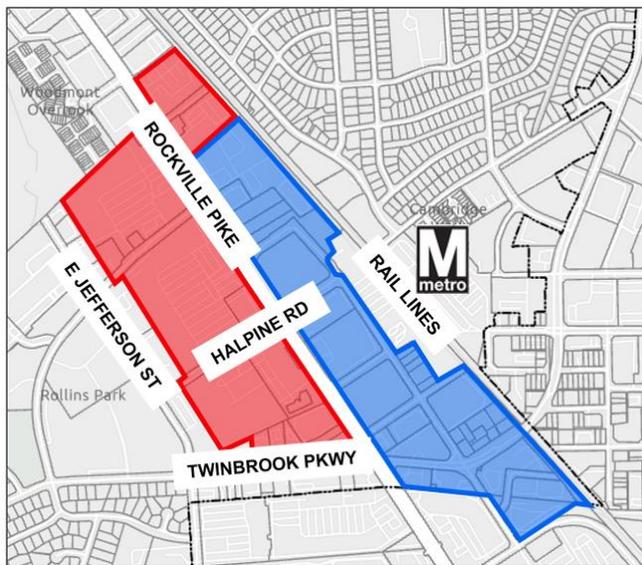
Following the May 5 work session the owners of 1460 and 1488 Rockville Pike, properties currently zoned MXCD (Mixed-Use Corridor District; maximum height of 75 feet), sent a letter to the Chief of Zoning (see Attachment 1 – 1460 and 1488 Rockville Pike Comment) expressing support for the proposed rezonings described above and “request[ing] the City expand on its initial recommendations for the South Pike area in the CMA to include additional properties to the north and west, which will ensure that market-responsive zoning is in place for the continued revitalization of this important section of Rockville Pike.” Specifically, they request that the City

⁶ Purpose and procedures related to neighborhood conservation districts and neighborhood conservation plans are outlined in Sec. 25.14.02.

consider rezoning properties within $\frac{3}{4}$ miles of the Twinbrook Metro Station to the new MXTD-200 (the MXTD zone that corresponds with the Town Center Master Plan's Core Character Area).

Upon further analysis, staff agrees with the basis for the request, finding that such a rezoning would provide a transition similar to the one planned for Town Center while also supporting Comprehensive Plan goals related to transit-oriented development; however, staff's recommendation differs slightly from the request of the property owner. Instead of rezoning all properties within $\frac{3}{4}$ mile of the metro station to the north and west, staff recommends rezoning the properties currently zoned MXCD that are generally within $\frac{1}{2}$ mile of the Twinbrook Metro, shown red in Figure 2 below, which corresponds with the South Pike context and development pattern. Properties shown in blue are currently zoned MXTD and are proposed to be rezoned MXTD-235, as supported by the Mayor and Council at the May 5, 2025, work session. A transition to lower-density properties to the west will be afforded by the MXCT (Mixed Use Corridor Transition) Zone along East Jefferson Street.

Figure 2. Properties Proposed to be Rezoned to MXTD-200 (in red; Previously supported rezoning to MXTD-235 shown in blue)



Historic Preservation

In 2023, the Historic District Commission (HDC) and subsequently the Mayor and Council, endorsed the 2023-2033 Historic Preservation Work Plan (HPWP) as an internal document designed to update and modernize Rockville’s preservation program. This document laid out 40 work items across six different themes. Work Item A within the HPWP called for making updates to the Zoning Ordinance to address the following:

- Streamline and clean up existing code;
- Prepare a zoning text amendment regarding the local designation process and local designation criteria;
- Prepare a zoning text amendment regarding administrative Certificate of Approvals;
- Develop a new section on delisting procedures;
- Prepare a zoning text amendment on parties of interest and required owner consent; and
- Prepare a zoning text amendment regarding demolition by neglect.

Since the HPWP was endorsed two years ago, the Zoning Ordinance Rewrite project has been flagged as the primary vehicle to make these updates.

The following bullet points outline the issues with our current code regarding historic preservation that are flagged in the HPWP, followed by the staff’s proposed revisions to solve these issues.

- *Issue:* Historic preservation regulations are currently located within several different articles of the Zoning Ordinance, Chapter 25. As a result, there are many cross-references

to different articles, and it can be difficult for the user to locate and understand all regulations regarding historic preservation.

- *Solution:* Create a new article to house all regulations tied to historic preservation. This would make these regulations easy to find in one consolidated location.
- *Issue:* The Historic District Commission (HDC) utilizes nine criteria when evaluating a property for local historic designation. For a site to be locally designated, the site must display at least one of these criteria, as agreed to by the HDC and the Mayor and Council. These criteria are not codified in our Zoning Ordinance; instead, the code references outside documents where these criteria can be located.
 - *Solution:* Create a new section codifying our nine designation criteria. This will be more user-friendly and provide a stronger legal connection between the criteria and designation. Additionally, staff propose requiring that, in addition to meeting at least one of the designation criteria, the site must also display integrity to be designated. This would prevent a structure that may meet designation criteria but is in a severe state of disrepair from being designated.
- *Issue:* There is currently a restriction that a Certificate of Approval (COA) application may not be submitted within one year of an identical Certificate of Approval application being submitted and denied by the HDC. The intent behind this is to prevent applicants from consistently submitting the same application repeatedly, hoping that it may eventually get approved. There is no limit, however, on consecutive Evaluations of Significance. This means that if the HDC or Mayor and Council deny an application for historic designation, an applicant may immediately file a new application, starting that process over. Conversely, this also means that every time there is a proposed demolition of a structure, it must undergo a full Evaluation of Significance, even if one was recently completed for the property.
 - *Solution:* Add a regulation that a site or structure does not need to be reviewed for potential historic designation if it was previously evaluated for historic significance in the preceding five years. The one exception to this rule is that the property owner may file one application for an Evaluation of Significance within the five-year period.
- *Issue:* Nearly any exterior alteration to a designated historic site is required to come before the Historic District Commission for review and approval prior to being implemented. There are very limited exceptions where staff can administratively approve work to historic properties; these exceptions are limited to fences, signs, or diseased/hazardous trees. The requirement for all other alterations, even those that are minor in nature, to come before the HDC takes considerable staff time to review the application and write a staff report, and delays the property owner from making these enhancements to their property.
 - *Solution:* Create a process whereby staff may administratively approve a Certificate of Approval (COA) for certain work deemed to be minor or common. COA applications must still be submitted, but in certain instances, staff could approve the COA without bringing the case to the HDC. Staff propose that the following work may be administratively approved:
 - Construction of an accessory structure, such as a shed;
 - A minor alteration to plans already approved by the HDC;

- Replacement of an existing driveway with different materials;
 - Installation or replacement of minor landscaping features;
 - Installation or replacement of exterior light fixtures;
 - Minor paving work, such as walkways or sidewalks;
 - Installation of storm doors and windows; or
 - Installation of utility meters or devices.
- *Issue:* There is no way to remove a property from the historic district overlay zone. As a result, structures that no longer exist and/or have lost all of their historic integrity will remain as designated historic sites, as there is no process to remove them.
 - *Solution:* Create a process for removal of a property from the historic district overlay zone if a site or structure has lost the physical characteristics that justified its designation, known as “delisting.” Delisting would only be allowed in very specific circumstances, and only the Mayor and Council or the property owner may file an application to remove the historic designation. The process for removing a site or structure from the historic district overlay zone would be similar to the process for designating a site as historic: it would require a review and recommendation by the Historic District Commission, the filing of a sectional map amendment, and Mayor and Council approval.
 - *Issue:* Currently, anyone may file an application to nominate a property for historic designation. The applicant for the designation nomination does not need to be affiliated with the property in any way. In the past, third parties have filed applications for designation for properties they have no affiliation.
 - *Solution:* Revise the code so that only the property owner, Historic District Commission or Mayor and Council may file an application nominating a property for historic designation. If a third party is interested in seeing a site be designated, they should appeal to one of the aforementioned parties and ask one of those groups to file a nomination.
 - *Issue:* Property owners are not required to consent to the designation of their property as historic. As a result, there have been properties that are designated against the wishes of the owner. Furthermore, the lack of a requirement for owner consent has been flagged by the HDC, Planning Commission, and Mayor and Council as problematic during recent nominations.
 - *Solution:* Revise the code to address property owner consent with historic designations. If the property owner consents, in writing, to the nomination, a majority vote of the HDC is required to file a sectional map amendment, and a majority vote of the Mayor and Council is required to rezone the property to the historic district overlay zone. If the property owner does not consent to designation, or is silent on the matter, a unanimous vote of the HDC and Mayor, and Council would be required. This would establish a higher bar for those properties without owner consent, but would still allow designation to happen in a circumstance where a truly exceptional historic site/structure was at risk of being lost forever.
 - *Issue:* The term “demolition by neglect” is defined in the Zoning Ordinance, but there are no other references to the term, and it cannot be enforced. Demolition by neglect of

historic properties is defined as “failure to maintain property, or any component thereof, located within a designated Historic District Zone so as to jeopardize the historic integrity of the property.”

- *Solution:* Revise the code to expressly prohibit demolition by neglect and allow a municipal infraction to be issued in cases of demolition by neglect.

The changes outlined above address the six work items in the HPWP tied to the Zoning Ordinance and call for updates to the code to enhance Rockville’s preservation program. While doing this review and drafting a new historic preservation article, staff have made several other recommendations that are not tied to the HPWP, but staff believe should be implemented.

- *Issue:* All structures, regardless of age or condition, must undergo an evaluation of significance before they can be demolished. The results in extensive staff time spent researching property history and drafting reports to the HDC, chronicling the property’s history. Additionally, requiring all proposed demolitions to come before the HDC for a full Evaluation of Significance adds time and an additional barrier to the redevelopment process. In many cases, it is clear to staff early on that the property does not meet any of the nine designation criteria, yet a full report and vote of the HDC is still required. For context, in Fiscal Year 2025, nearly 40% of the HDC’s cases were Evaluations of Significance for the purpose of demolition. In Fiscal Year 2024, 50% of the HDC’s cases were Evaluations of Significance for the purpose of demolition.
 - *Solution:* Evaluation of Significance applications will still be required to be submitted for all proposed demolitions, but must only come to the HDC if the structure is located within a historic district, is identified in the Historic Building Catalog, or is determined by staff to potentially meet at least one of the designation criteria. In other cases, staff will review the application and property history and have the ability to administratively sign off on the Evaluation of Significance when it is clear that the property does not meet any of our designation criteria or does not display integrity.
- *Issue:* Certificates of Approval expire one year from the date that they were approved. It is not uncommon for COAs to expire before the applicant has completed the work, requiring them to stop and receive a new COA before continuing.
 - *Solution:* Extend the expiration date for Certificates of Approval from one year to five years. This would allow the applicant more time to make their improvements, especially amidst a changing economic climate, and put COA approval timeframes in line with other approvals issued by CPDS.
- *Issue:* Rockville is a Certified Local Government (CLG) by the National Park Service. This means that we have committed to upholding certain standards and practices in our preservation program. Our CLG Agreement requires that HDC Commissioners hold certain qualifications to be eligible for their roles, but these qualifications are not listed anywhere in our code.
 - *Solution:* In the section of our code that authorizes and gives powers to Approving Authorities, add the required qualifications for Historic District Commissioners per our CLG Agreement.

- *Issue:* Our current code provides a list of reference documents that can be consulted for design review during the Certificate of Approval process by the HDC. One of these documents is from 1977, and as such, is outdated and no longer reflects the diversity that exists within Rockville’s historic districts.
 - *Solution:* Remove Adopted Architectural Design Guidelines for the Exterior Rehabilitation of Buildings in Rockville’s Historic Districts (1977) from the list of documents to consider when reviewing designs for Certificates of Approval.

The Historic District Commission reviewed all of these proposed changes and provided feedback to staff at their July 17, 2025, meeting. The Commission was overwhelmingly positive about these changes. A summary of the discussion amongst the HDC during their July meeting is included in this staff report as Attachment 2 – HDC Discussion on Proposed Code Revisions.

Mayor and Council History

The Mayor and Council approved a project charter for the ZOR project in October 2022. Since the project was initiated, staff have provided periodic updates on the project via email. The first Mayor and Council work session for the project, which focused on the Comprehensive Map Amendment, was held on January 27, 2025. A second work session, focusing on process improvements, was held on April 24, 2025. A third work session, focusing on new zones, revisions to existing zones, height transitions, and follow-up from the January 27 work session, was held on May 5, 2025. A fourth work session, focusing on land uses and parking, with an update on recommended process improvements following Planning Commission input, was held on August 4, 2025.

Public Notification and Engagement

Engagement for the Zoning Ordinance Rewrite (ZOR) and Comprehensive Map Amendment (CMA) has been ongoing since Fall 2024. In the time since the last staff report for the Mayor and Council work session on August 4, 2025, staff have conducted notification and engagement actions, as follows:

- Rockville Reports, City social media channels, email blasts, and newsletters to inform the community about scheduled meetings (both community meetings and Mayor and Council/Planning Commission work sessions) and opportunities to learn more.
- Virtual public meeting on July 31, 2025, on Land Uses and Parking, overviewing information presented to Mayor and Council on August 4. Eight people attended.
- Virtual meetings with neighborhood associations, as follows:
 - New Mark Commons Board of Directors and residents, September 4, 2025. Fifty-four people attended.

A public meeting related to the Review of Remaining Topics: Amenity Space, Landscaping, Signs, Nonconformities, Findings, Subdivision and Plats, Neighborhood Conservation Plans, and Recommended Rezoning Near the Twinbrook Metro Station is scheduled for September 25, 2025.

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

Boards and Commissions Review

The ZOR and CMA will be reviewed by city boards and commissions as per the project charter upon release of a draft ordinance and zoning map. To date, the Planning Commission has received regular updates on project progress as well as work sessions with similar content to those of the Mayor and Council, with the most recent update occurring on August 13, 2025. The Environment Commission and the Transportation and Mobility Commission also requested and received briefings on November 7, 2024, and May 27, 2025, respectively.

Additionally, the Historic District Commission was briefed on the project and provided feedback on the proposed changes to historic preservation regulations at their meeting on July 17, 2025.

Next Steps

The adoption process for both ZOR and CMA is planned to begin with the Authorization to File the Zoning Text Amendment and Comprehensive Map Amendment, scheduled for December 1, 2025, with public hearings and work sessions by the Planning Commission and Mayor and Council in early 2026 prior to adoption.

Attachments

Attachment 1 - 1460 and 1488 Rockville Pike Comment, Attachment 2 - HDC Discussion on Proposed Revisions, ZOR Work Session No. 5 Presentation

July 31, 2025

VIA Email

Mr. James Wasilak
Chief of Zoning
City of Rockville
111 Maryland Avenue
Rockville, Maryland 20850

Re: City of Rockville Comprehensive Map Amendment (the “CMA”); Shellhorn Rockville LLC’s written comments regarding 1460 and 1488 Rockville Pike

Dear Mr. Wasilak:

On behalf of Shellhorn Rockville LLC, an affiliate of Quantum Companies (“Quantum”), the owner of the shopping center (1488 Rockville Pike) and neighboring auto repair facility (1460 Rockville Pike) located approximately 1/10th of a mile to the north of the intersection of Rockville Pike and Congressional Lane (the “Property”) in the South Pike area, please accept these written comments to the City of Rockville’s (the “City”) recommended rezoning of properties in the vicinity of Twinbrook Metro Station.

By way of background, the Property is improved with approximately 29,874 square feet of retail uses and ancillary surface parking spaces and is located approximately 0.40 miles to the northwest of the Twinbrook Metro Station entrance. An aerial image showing the Property’s proximity to Twinbrook Metro Station is attached as Exhibit “A”. The Property is presently zoned MXCD and located immediately to the south of the Twinbrook Quarter mixed-use redevelopment. In this respect, the Property is appropriately positioned for redevelopment with additional density, height and a mix of uses. To this end, we respectfully request that the City rezone additional properties in the South Pike area to further the approved Rockville 2040: Comprehensive Plan Update (the “Comprehensive Plan”) recommendations, including to “continue to develop the Twinbrook Metro Station area and the south Rockville Pike area as a major activity and growth center.” *See* page 32, land use element.

Quantum supports the City’s recommendations to rezone many of the properties to the south of the Property, on the east side of Rockville Pike, to a new MXTD-235 Zone. However, Quantum respectfully requests that the City also recommend that the Property and surrounding sites to the north and west that are within ¾ mile of Twinbrook Metro Station be rezoned to the MXTD-200 Zone. These properties are transit-oriented with strong pedestrian access to both the Twinbrook Metro Station and planned BRT on Rockville Pike. Many of these properties are developed with low-rise commercial buildings and an abundance of surface parking, which do not represent their highest and best use.

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The CMA designates areas to the south of the Property for MXTD-255 zoning based upon a framework developed as part of Rockville Town Center Plan (the “Town Center Plan”). The Town Center Plan designated properties as MD-355 Corridor Character Areas (MXTD-255 zoning), Core Character Areas (MXTD-200 zoning), and Edge Character Areas (MXTD-85 zoning). Significantly, properties evaluated as part of the Town Center Plan that are more than 0.80 miles from the Rockville Metro Station were designated as Core Character Areas and recommended for rezoning to MXTD-200 as part of the CMA. Map 19 from the Town Center Plan is attached as Exhibit “B” for context. In this respect, the City should use the same methodology in the South Pike area to recommend properties that are located within ¾ mile of Twinbrook Metro Station, but outside the limits of properties recommended for MXTD-255 zoning, be rezoned to MXTD-200 through the CMA.

Quantum’s request that the City expand the limits of properties recommended for rezoning is consistent with the Comprehensive Plan’s recognition that “thousands of people walk or bike from Twinbrook Metro Station to residences, offices and shops,” and “the land use plan provides flexibility for the future, allowing a mix of high intensity office, residential, and commercial uses through the Office Commercial Residential Mix (OCRM) land use designation for the majority of land in the south Pike area.” *See* page 32, land use element. As a result, we respectfully request that the City expand on its initial recommendations for the South Pike area in the CMA to include additional properties to the north and west, which will ensure that market-responsive zoning is in place for the continued revitalization of this important section of Rockville Pike.

We thank you for the opportunity to provide these comments on the CMA and look forward to continuing to work with staff and other interested stakeholders to achieve the Comprehensive Plan’s vision along this important corridor in the City.

Very truly yours,

Matthew Gordon

Matthew Gordon

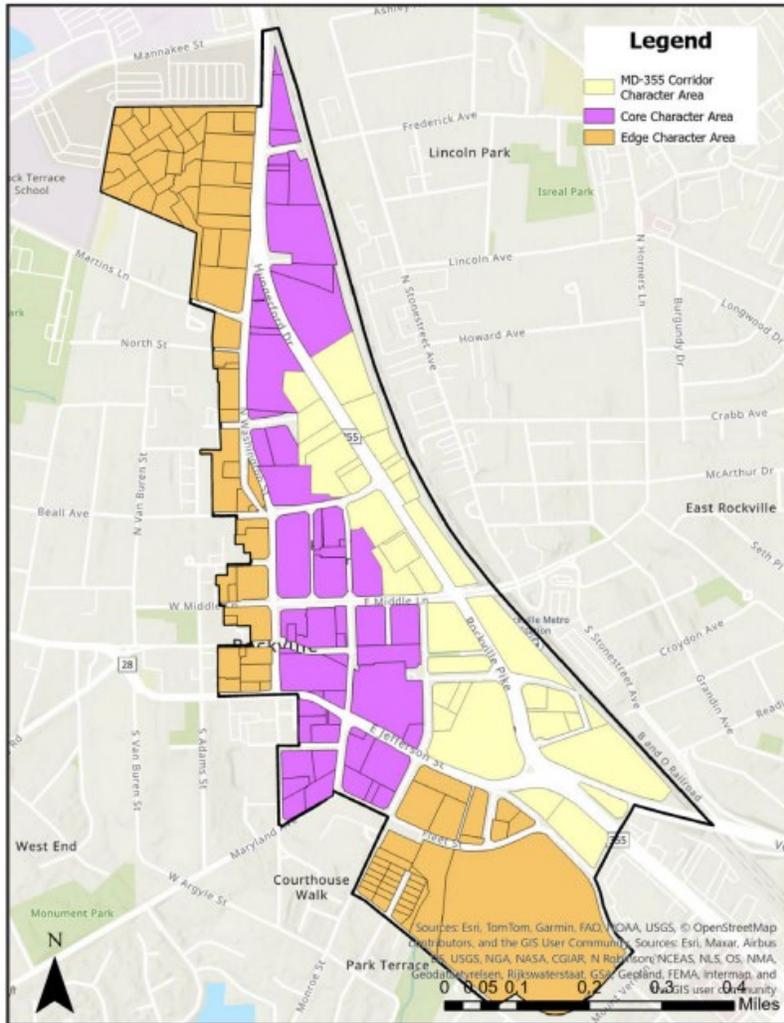
cc: Ms. Holly Simmons
Mr. Alex Forbes
Mr. David Sullivan

Exhibit "A"
1488 Rockville Pike Aerial & Vicinity



Exhibit "B"

Map 19: Town Center Character Areas



Historic District Commission Discussion on Proposed Code Revisions
July 17, 2025

- Reorganizing historic preservation regulations into one division
 - All commissioners agree the reorganization and consolidation is common sense and are supportive of this modification.
- Adding in historic designation criteria to the code
 - All commissioners agree we should codify the nine existing designation criteria and are supportive of this modification.
- Adding in integrity as a requirement for local designation
 - Commission Denbo: What is the definition of integrity? In some ways, this could make it harder for the HDC to do our job/for the city to enforce our rulings.
 - We intend to use the definition of integrity used by the Secretary of the Interior. There are seven characteristics of integrity in that definition, which would provide some flexibility.
 - Commissioner Shenge: Would this be adding in a 10th criterion?
 - There would be the same nine designation criteria, but a property must also display integrity. Integrity alone would not be the case for designation.
- Restrictions on Consecutive Evaluation of Significance Application
 - All commissioners agree that a 5-year review period for evaluations of significance is appropriate and are supportive of this modification.
- Administrative Certificate of Approvals
 - Commissioner Denbo: In theory, supportive of this, but there is a potential slippery slope where more and more is taken out of the purview of the HDC. Concerned with reducing the influence of the HDC in future.
 - Commissioner Neal Powell: How will the HDC know what has been approved?
 - Approval letters will be provided to the HDC so you know what has been given approval to proceed.
- Delisting Procedure
 - Commissioner Goldfinger sought clarification of the HDC's role in the process.
 - Commissioner Neal Powell sought staff's opinion on if Chestnut Lodge would qualify for delisting. Staff wouldn't recommend since that is such a large piece of property with other existing historic structures on site.
- Parties of Interest for Filing Designation Application

- Commissioner Shenge sought clarification that these rules would only apply in Rockville and that other jurisdictions have their own rules here. Staff confirmed.
- Owner Consent for Local Designation
 - Commissioner Denbo: We may not be able to get in touch with a property owner, meaning there are both active and passive nonconsent to designation. Would like to consider the active nonconsent to designation to be what triggers that higher bar.
 - Commissioner Denbo: Are there best practices for how municipalities handle owner consent?
 - Staff provided some examples from past experience in other communities. This varies by community and how critical the resource is, but typically owner has a say in the decision.
 - Commissioner Denbo sought clarification that if this rule was in place for 4 Courthouse Square it may not have been designated. Staff concurred that there was not a unanimous decision by the Mayor and Council.
 - Commissioner Neal Powell: This is always a fuzzy area. We do not want to put a financial burden on the owner, I don't agree with doing that. This will always be an issue with me.
- Demolition by Neglect
 - Commissioner Goldfinger: How do you identify properties who are suffering by demolition by neglect?
 - Code enforcement staff and zoning inspector staff.
 - Commissioner Neal Powell: We are sort of waiting to a point where there is no going back. After a decision is made by this body, if the property continues to disintegrate, right now we can't do anything.
 - Commissioner Goldfinger: If a property owner does not maintain the property in a reasonable manner, can the city do the work and back charge for it?
 - It would follow typical municipal infraction process, which allows for a process of notification, allowing time to remedy and then eventually issuing a fine if the problem is not remedied.
 - Commissioner Fosselman: What happens if the property owner has a legitimate financial issue that prevents them from doing that work?
 - The municipal infraction process includes process for looking into the cause behind these issues. Code allows a municipal infraction to be issued but does not mandate it. Staff would consult with the City Attorney's Office to determine if we proceed with an infraction or not.

- Commissioner Shenge: If the property owner neglects the building, is there a way for the city to arrest the property owner?
 - The City cannot arrest a property owner for a municipal infraction—it is a civil infraction that usually results in a court order and a fine.
- Commissioner Neal Powell: There can be situations where a property cannot be maintained due to financial hardship. Would financial hardship go into this proposed revision?
 - It wouldn't be in the code itself, but it would be a factor when we are enforcing. The definition of Demolition by Neglect uses terms like “intentional” and “willful.” This is meant to describe situations where there is the means to maintain a property but the owner is intentionally choosing not to.
- Triggers for an Evaluation of Significance
 - All commissioners agree with this change and are supportive of this modification.
- Certificate of Approval Extension from 1 to 5 years
 - All commissioners agree with this change and are supportive of this modification.
- Remove Reference to Adopted Architectural Design Guidelines for the Exterior Rehabilitation of Buildings in Rockville’s Historic District
 - All commissioners agree with this change and are supportive of this modification.
- HDC Commissioner Qualifications
 - All commissioners agree with this change and are supportive of this modification.



Zoning Ordinance Rewrite & Comprehensive Map Amendment

Work Session #5:

Outstanding Topics

September 29, 2025



Presentation Outline

- ▶ Project Timeline
- ▶ Topic Areas
 - Historic Preservation
 - Amenity Space
 - Nonconformities
 - Subdivision & Plats
 - Approval Findings
 - Neighborhood Conservation Plans
 - Comprehensive Map Amendment
- ▶ *Note: We will pause at the end of each section for direction*

Project Timeline



Historic Preservation

Historic Preservation Work Plan



Background Information

- ▶ Maps out division work plan and priorities from 2023 – 2033.
- ▶ Endorsed by Mayor and Council in May 2023.
- ▶ Work Item A lays out 6 specific updates to make to the Zoning Ordinance.
- ▶ Proposed edits stem almost entirely from HPWP, with a few other staff suggestions.
- ▶ HDC discussed these edits at their July meeting.



Proposed Preservation Changes

Certificate of Approval (COA)

Existing Conditions

- ▶ Nearly any exterior alteration on a historic site or structure requires a Certificate of Approval. There are very limited exceptions to staff-level approvals.
- ▶ COAs expire after 1 year.

Proposed Revisions

- ▶ Create a process where staff can administratively approve a COA for certain work deemed to be minor or common.
- ▶ Extend expiration period from 1 year to 5 years.



Proposed Preservation Changes

Local Designations – Process and Consent

Existing Conditions

- ▶ Anyone may file an application to nominate a property for local designation.
- ▶ Property owners are not required to consent to nomination or designation.

Proposed Revisions

- ▶ Only the property owner, Historic District Commission, or Mayor and Council may file a nomination application.
- ▶ If the property owner consents, a majority vote of HDC and M&C required to move forward. If no consent, a unanimous vote required.

Proposed Preservation Changes



Delisting

Existing Conditions

- ▶ There is no way to remove a property from the historic district overlay zone. There are structures that do not currently exist on our local register.

Proposed Revisions

- ▶ Creates a process for removal from the historic district overlay zone if the site or structure has lost the physical characteristics that justified its designation.
- ▶ Only M&C may file an application to remove historic designation.



Proposed Preservation Changes

Demolition by Neglect

Existing Conditions

- ▶ “Demolition by neglect” is a defined term, but can’t be enforced.

Proposed Revisions

- ▶ Expressly prohibits demolition by neglect.
- ▶ Allows a municipal infraction to be issued in cases of demolition by neglect.



Proposed Preservation Changes

Evaluation of Significance (EOS)

Existing Conditions

- ▶ All structures, regardless of age or condition, must undergo an Evaluation of Significance before they can be demolished.

Proposed Revisions

- ▶ Structures proposed for demolition must only come to the HDC for an Evaluation of Significance if the structure is identified in the Historic Building Catalog or determined by staff to potentially meet at least one designation criteria.
- ▶ A site or structure doesn't need to undergo an EOS for demolition if it has been reviewed in the preceding five years.



Requested Feedback

Do you support...

1. Allowing administrative approval of minor changes to sites?
2. Extending the expiration date for COAs to 5 years?
3. Eliminating third parties from nominating properties for designation?
4. Requiring unanimous consent of approval authorities if there is no owner consent on designation?
5. Creating a delisting procedure/protocol?
6. Prohibiting demolition by neglect?
7. Modifying the criteria requiring a full EOS before the HDC and allowing staff to approve in other instances?

Amenity Space



Amenity Space

Current

- Zoning Ordinance broadly defines “public use space” and “open space.”
- Difficult to obtain high-quality space.



Proposed

- Narrowly define “amenity space.”
- Tailor criteria to quality.
- Continue to require most space to be publicly accessible.



Requested Feedback



Do you support...

1. Restructuring requirements from broadly defined “public use space” to narrowly defined “amenity space” as described?

Nonconformities



Nonconformities

Uses and structures that no longer conform to code requirements

Current

- Drive-throughs and gas stations allowed in the MXTD zones, counter to broader goals for the zone.
- Nonconforming uses and structures regulations are confusing and overly restrictive.

Proposed

- Create strategic nonconformities in the MXTD zones.
- Reduce the process required for nonconforming structures and uses to be altered for certain purposes.
- Allow in-kind replacement of nonconformities damaged or destroyed by natural disaster.
- Allow nonconforming uses to expand by up to 20 percent.

Requested Feedback



Do you support...

1. Creating strategic nonconformities in the MXTD zones?
2. Simplifying and reducing the regulation of nonconformities as proposed?

Subdivision and Plats



Subdivision and Plats

Current

- Allows the Planning Commission to accept land dedication.
- Requires Planning Commission approval of all plats, including minor subdivisions.
- Includes cluster subdivision provisions.
- Prohibits the creation of new pipestem lots (post-2006; aka “flag lots”).

Proposed

- Place the authority to accept land dedication with the Mayor and Council.
- Allow administrative approvals of minor subdivisions, as allowed by State law.
- Eliminate cluster subdivisions.
- Allow the creation of new pipestem lots.

Existing Pipestem Lots in Twinbrook



Requested Feedback



Do you support...

1. Placing the authority to accept land dedication with the Mayor and Council?
2. Allowing record plats for minor subdivisions to be approved by the Chief of Zoning (subject to delegation from the Planning Commission)?
3. Eliminating “cluster subdivision” provisions?
4. Permitting pipestem lots?

Approval Findings

Findings of Approval: Site Plans, Project Plans, and Preliminary Subdivision Plans



Current

- Highly discretionary.
- Inconsistent across application types.
- Intent of findings is substantially addressed through regulations.
- Rarely determinative in Staff's recommendations.

Proposed

- Rework and simplify findings of approval to be:
 - Objective and accessible.
 - Consistent across application types.
 - Strongly tied to the Comprehensive Plan.
 - Strongly tied to City regulations.

Requested Feedback



Do you support...

1. Reworking and simplifying discretionary findings to be objective, accessible, consistent across application types, and strongly tied to the City's Comprehensive Plan and regulations governing life safety, natural features, and public facilities, etc.

Neighborhood Conservation Plans

Neighborhood Conservation Plans



Current

- Created as a concept in 2009.
- Plans can be initiated by petition of local property owners.
- Lincoln Park Conservation Plan is the only example.

Proposed

- Eliminate Neighborhood Conservation Plans
 - Master plans, including neighborhood plans, can still be initiated and amended through the standard master plan process.
 - Lincoln Park Neighborhood Conservation Plan and Conservation District will not be impacted.

Requested Feedback

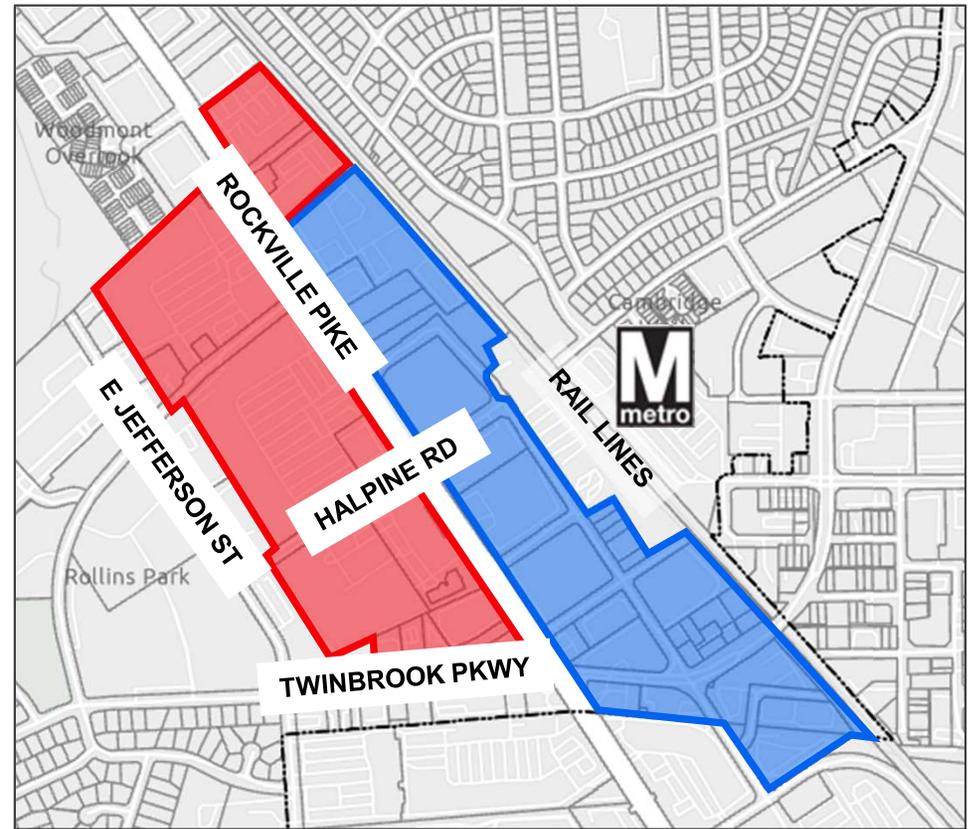
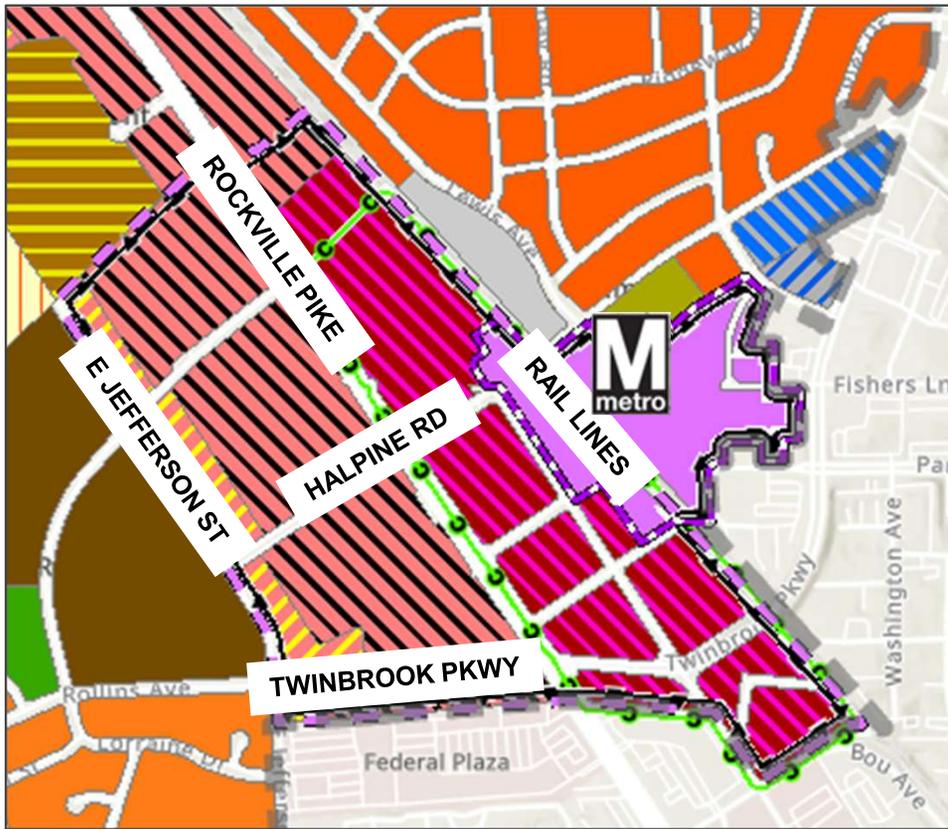


Do you support...

1. Eliminating new neighborhood conservation plans?

Comprehensive Map Amendment

Properties Proposed for MXTD-200 (red)



Requested Feedback



Do you support...

1. Rezoning additional properties near the Twinbrook Metro to MXTD-200 to create a height transition similar to Town Center?

Next Steps

Project Timeline





Next Steps

- ▶ Pre-Release Mayor and Council Work Sessions
 - Began January 2025
 - Covered major policies
 - Produced non-binding direction to staff to inform the First Draft
- ▶ Authorization to File ZTA and CMA (December 1)
 - First Draft of draft Zoning Ordinance will be released
 - “Cliffs Notes” will highlight major changes from the current Ordinance
 - Authorization begins the review and adoption process
- ▶ Adoption process
 - Full process anticipated to take 6 months
 - Formal public hearings, additional work sessions, public comment
 - Significant opportunity for revisions and amendments to the Draft
 - Adoption anticipated late Spring 2026



MAYOR AND COUNCIL Meeting Date: September 29, 2025
Agenda Item Type: MOCK AGENDAS
Department: CITY CLERK/DIRECTOR OF COUNCIL OPERATIONS OFFICE
Responsible Staff: SARA TAYLOR-FERRELL

Subject

Mock Agenda

Department

City Clerk/Director of Council Operations Office

Recommendation

Staff recommends the Mayor and Council review and provide comments.

Attachments

October 6, 2025



MAYOR AND COUNCIL

Meeting No. 24-25
Monday, October 6, 2025 - 5:30 PM

AGENDA

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

Ways to Participate

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

Translation Assistance

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

In-Person Attendance

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

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

Viewing Mayor and Council Meetings

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

Participating in Community Forum & Public Hearings:

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

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

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

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

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

The next scheduled Drop-In Session will be held by phone or in-person on Monday, October 20 from 5:15 - 6:15 pm with Mayor Ashton and Councilmember Jackson. 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. Certificate of Recognition to celebrate and acknowledge the promotion of Nicholas Patrick Lopreiato to the Rank of Commander in the United States Navy Medical Corps
- B. Proclamation Declaring October 9, 2025, as Ageism Awareness Day in Rockville, Maryland
- C. Proclamation Declaring October 6-11, 2025, as National Youth Sports Week and endorsing the Children's Bill of Rights in Sports
- D. Proclamation Declaring October 13, 2025, as Indigenous Peoples' Day in Rockville, Maryland
- E. Proclamation Declaring October 20, 2025 as Diwali - Festival of Lights in Rockville, Maryland

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- F. Proclamation Declaring October 20-24, 2025, as Economic Development Week
 - G. Proclamation Declaring October 2025, as Arts and Humanities Month
 - H. Proclamation Declaring October 2025, as National Breast Cancer Awareness Month
 - I. Proclamation Declaring October 2025, as National Bullying Prevention Month in Rockville, Maryland
 - J. Proclamation Declaring October 2025 as National Community Planning Month in Rockville, Maryland
 - K. Proclamation Declaring October 2025, as National Disability Employment Awareness Month
 - L. Proclamation Declaring October 2025, as Domestic Violence Awareness Month in Rockville, Maryland
 - M. Proclamation Declaring October 2025 as LGBTQ+ History Month in Rockville, Maryland
 - N. Proclamation Declaring October 2025, as Walktober 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 - 7:00 PM**
 - A. Presentation of the Historic District Commission FY25 Annual Report
 - 9. Consent Agenda - NONE**
 - 10. Public Hearing - NONE**
 - 11. Action Items - 7:20 PM**
 - A. Adoption of an Ordinance to Amend City Code Section 23-47, Permit Issuance, Fee, Term, Etc. to Expand Residential Parking Permit Eligibility and Provide a Mechanism for the City Manager to Grant Exceptions
 - 12. Worksession - 7:30 PM**
 - A. Montgomery County Public Schools Twinbrook Elementary School Feasibility Study Presentation
 - B. Public Safety Work Session (Staff Report Forthcoming)

13. Mock Agenda - 9:15 PM
14. Old / New Business - 9:20 PM
15. Adjournment - 9:45 PM