



Town Council Regular Meeting

November 18, 2025, 6:00 PM
Council Chambers, La Plata Town Hall
305 Queen Anne St.
La Plata MD

Agenda

1. Call to Order

1.1. Call to Order

Attendees, please use meeting courtesy. Virtual attendees are asked to mute microphones when joining the meeting. Participants may be muted by the Town Clerk and meetings will be recorded.

In accordance with the Open Meetings Act, the public has the right to view/listen to the discussion only. At their discretion, the Town Council may allow participants to voice questions or provide comments on the topics under discussion. Written comments may be submitted via email to Legislative@townoflaplata.org. Individuals wishing to address the Town Council may sign up in advance on the Town's website ([Public Communications](#)) or on the meeting sign-up sheet.

Join on your computer, mobile app, or room device.

[Join the meeting now](#)

Meeting ID: 240 806 147 692

Passcode: 2T5Bm6FQ

In accordance with the Code of Maryland, General Provisions, Section 3-302 (Open Meetings Act), notice is hereby given that a portion of this meeting will be held in closed session.

1.2. Roll Call

1.3. Pledge of Allegiance

1.4. Approval of the Meeting Agenda

2. Disclosure of Closed Session

2.1. Disclosure of Closed Session on October 23, 2025

3. Consent Agenda

- 3.1. Approval of Minutes from Regular Meeting on October 21, 2025 & October 28, 2025.
- 3.2. Adoption of Resolution 25-32 Town of La Plata Facilities Master Plan Services
- 4. Petitions, Communications, Appearances and Public Comment
 - 4.1. Public Comment
 - 4.2. Oath of Office: Ryan Van Cleaf
 - 4.3. Proclamation: Municipal Government Works Month
- 5. Matters of Council Discussion
 - 5.1. Southwest Access Management Plan - Professional Engineering Services
 - 5.2. La Plata Bikeway — Additional Services — Mead & Hunt
 - 5.3. La Plata Bikeway Project – Non-Tidal Wetlands Permit – In-Lieu Fee Agreement
 - 5.4. La Plata Town Council 2026 Meeting Schedule and Fiscal Year 2027 Budget Schedule of Events

6. Legislation

- 6.1. Ordinance 25-09 Amendment to Town of La Plata Fiscal Year 2026 Fee Schedule (First Reading; For Introduction)

AN ORDINANCE concerning

Amendment to Town of La Plata Fiscal Year 2026 Fee Schedule

FOR the purpose of amending the Fiscal Year 2026 Fee Schedule, dealing with fees set by the Town of La Plata; and all matters generally relating thereto.

- 6.2. Resolution 25-29 Southwest Access Management Plan – Professional Engineering Services (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Southwest Access Management Plan – Professional Engineering Services

FOR the purpose of authorizing the Town Manager to enter into a professional services agreement with Mead & Hunt to perform engineering and related services in furtherance of the Southwest Access Management Plan; and all matters generally relating thereto.

- 6.3. Resolution 25-30 La Plata Bikeway - Additional Services - Mead & Hunt (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

La Plata Bikeway – Additional Services – Mead & Hunt

FOR the purpose of authorizing the Town Manager to enter into a Professional Services Agreement with the Mead & Hunt to complete the La Plata Bikeway; and all matters generally relating thereto.

- 6.4. Resolution 25-31 La Plata Bikeway Project – Non-Tidal Wetlands Permit – In-Lieu Fee Agreement (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

La Plata Bikeway Project – Non-Tidal Wetlands Permit – In-Lieu Fee Agreement

FOR the purpose of authorizing the Town Manager to enter into an In-Lieu Fee Agreement with the Maryland Department of the Environment to mitigate wetland impacts of the La Plata Bikeway project; to enter into other environmental permitting agreements; and all matters generally relating thereto.

- 6.5. Resolution 25-28 La Plata Town Council 2026 Meeting Schedule and Fiscal Year 2027 Budget Schedule of Events (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

La Plata Town Council 2026 Meeting Schedule and Fiscal Year 2027 Budget Schedule of Events

FOR the purpose of maintaining regulated and publicly accessible schedules of Town Council Meetings and enhancing public participation in the budget process; and all matters generally relating thereto.

7. New Business

- 7.1. Report from the Town Manager
- 7.2. Reports from the Mayor and Town Council
- 7.3. Town Manager's Operational Report (Written Only)
- 7.4. Treasurer's Report (Written Only)
- 7.5. Cash Disbursement Report (Written Only)
- 7.6. Firehouse Museum Follow-Up (Written Only)

8. Motion for a Closed Session

- 8.1. Statutory Authority to Close Session: § 3-305(b)(8) to consult with staff, consultants, or other individuals about pending or potential litigation
Topic: Pending Maryland Department of the Environment litigation

Reason for Closure: Discussion involves communications regarding pending litigation, not appropriate for public disclosure

- 8.2. Statutory Authority to Close Session: § 3-305(b)(1)(i) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of an appointee, employee, or official over whom it has jurisdiction.

Topic: Town Manager Performance Appraisal Process Discussion

Reason for Closure: Discussion concerns the evaluation of an individual employee

9. Adjourn

9.1. Adjournment

**PRESIDING OFFICER'S WRITTEN STATEMENT FOR CLOSING A MEETING ("CLOSING STATEMENT") UNDER THE
OPEN MEETINGS ACT (General Provisions Article § 3-305)**

This Certification Must Be Completed Before a Closed Session May Be Held

Date: 10/28/2025 Time: 6:00 PM Location: La Plata Town Hall at this meeting, a motion was made by Tyjon Johnson and seconded by Paul Guttenberg to conduct a closed session of the Council of the Town of La Plata.

Recorded vote to close the meeting:

<u>Members</u>	<u>IN FAVOR</u>	<u>OPPOSED</u>	<u>ABSTAINING</u>	<u>ABSENT</u>
Mayor Jeannine E. James	☒	☐	☐	☐
Councilman Paul C. Guttenberg	☒	☐	☐	☐
Councilman Patrick McCormick	☒	☐	☐	☐
Councilman Gregory Sampson, Jr.	☒	☐	☐	☐
Councilman Tyjon C. Johnson	☒	☐	☐	☐

(Note: If any member of the public objects to conducting the closed session, a copy of this certification must be sent to the Maryland Open Meetings Law Compliance Board.)

STATUTORY AUTHORITY TO CLOSE SESSION, State Government Article §3-305(b) (check all that apply):

☒ **(1) To discuss:**

- ☒ **(i)** the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of an appointee, employee, or official over whom it has jurisdiction; or
- ☐ **(ii)** any other personnel matter that affects one or more specific individuals;

☐ **(2)** protect the privacy or reputation of an individual with respect to a matter that is not related to public business;

☐ **(3)** consider the acquisition of real property for a public purpose and matters directly related to the acquisition;

☐ **(4)** consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;

☐ **(5)** consider the investment of public funds;

☐ **(6)** consider the marketing of public securities;

☐ **(7)** consult with counsel to obtain legal advice;

☐ **(8)** consult with staff, consultants, or other individuals about pending or potential litigation;

☐ **(9)** conduct collective bargaining negotiations or consider matters that relate to the negotiations;

☐ **(10)** discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including:

☐ **(i)** the deployment of fire and police services and staff; and

☐ **(ii)** the development and implementation of emergency plans;

☐ **(11)** prepare, administer, or grade a scholastic, licensing, or qualifying examination;

☐ **(12)** conduct or discuss an investigative proceeding on actual or possible criminal conduct;

☐ **(13)** comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter;

☒ **(14)** discuss, before a contract is awarded or bids are opened, a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process; or

☐ **(15)** discuss cybersecurity, if the public body determines that public discussion would constitute a risk to:

☐ **(i)** security assessments or deployments relating to information resources technology;

☐ **(ii)** network security information, including information that is:

☐ **1.** related to passwords, personal identification numbers, access codes, encryption, or other components of the security system of a governmental entity;

☐ **2.** collected, assembled, or maintained by or for a governmental entity to prevent, detect, or investigate criminal activity; or

☐ **3.** related to an assessment, made by or for a governmental entity or maintained by a governmental entity, of the vulnerability of a network to criminal activity; or

☐ **(iii)** deployments or implementation of security personnel, critical infrastructure, or security devices.

**PRESIDING OFFICER'S WRITTEN STATEMENT FOR CLOSING A MEETING ("CLOSING STATEMENT") UNDER THE
OPEN MEETINGS ACT (General Provisions Article § 3-305)**
This Certification Must Be Completed Before a Closed Session May Be Held

For each citation checked the reasons for closing and topics to be discussed:

- (1)(i) Topic: Conduct of a member of a board or commission
Reason for Closure: Consideration of disciplinary action
 - (14) Topic: Facilities Master Plan Contract Discussion
Reason for Closure: Discuss negotiating parameters
-

Persons attending closed session:

Mayor Jeannine James	Councilman Tyjon Johnson	
Councilman Paul Guttenberg	Chuck Stevens, Town Manager	
Councilman Patrick McCormick	Michelle Miner, Assistant Town Manager	
Councilman Gregory Sampson Jr.		

Action(s) Taken:

- (1)(i) Council gave direction to the Town Manager concerning a personnel matter involving a member of a Town board or commission.
 - (14) Council provided negotiating parameters concerning a contract negotiation involving the Facilities Master Plan RFP. Staff will bring the contract to Council during open session for consideration at a future date.
-

Time closed session adjourned: 8:12 PM

This statement is made by Mayor Jeannine E. James, Presiding Officer: _____



TOWN OF LA PLATA
Town Council Minutes
October 21, 2025, 6:00 PM
Regular Meeting
Council Chambers, La Plata Town Hall
305 Queen Anne St.
La Plata MD

PRESENT: Mayor Jeannine James
Councilman Paul Guttenberg
Councilman Patrick McCormick
Councilman Gregory Sampson, Jr.
Councilman Tyjon Johnson

ABSENT:

TOWN STAFF: Chuck Stevens, Town Manager
Michelle Miner, Assistant Town Manager
Don Dooley, Director of Planning
Monica Kennedy, Director of Human Resources (virtual)
Karina Larsen, Town Treasurer
Kelly Phipps, Director of Legislative Services

GUESTS:

1. Call to Order

1.1. Call to Order

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Meeting ID: 240 806 147 692

Passcode: 2T5Bm6FQ

Mayor James called the meeting to order at 6:00 PM.

1.2. Roll Call

Director Phipps conducted Roll Call.

1.3. Pledge of Allegiance

Mayor James led all assembled in the Pledge of Allegiance.

1.4. Approval of the Meeting Agenda

Councilman McCormick moved to approve the agenda as presented.

Moved By: Patrick McCormick, seconded by Tyjon Johnson.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent:

Passed

2. Disclosure of Closed Session

2.1. Disclosure of Closed Session on September 23, 2025

In accordance with the Maryland Open Meetings Act § 3-306(c)(2), Mayor James disclosed the conduct of a closed session on September 23, 2025.

3. Petitions, Communications, Appearances and Public Comment

3.1. Public Comment

Maggie Larrick spoke on the topic of the Washington-Rochambeau Victory Route.

4. Matters of Council Discussion

4.1. Firehouse Museum Presentation by Historic Preservation Commission

Rich Gilpin, chair of the Historic Preservation Commission, addressed the Town Council seeking approval for the Firehouse building to become a museum in the future. The Town Council requested that staff provide more information on feasible uses for the Firehouse building.

4.2. Safe Streets for All Project Update

Jamie Kendrick (Woodvalley Community Solutions) provided an overview of the Town's efforts to date to leverage Safe Streets and Roads for All grant funding.

4.3. Southwest Access Management Plan Project Update

Jamie Kendrick provided an overview of the history of the Southwest Access Management Plan to date and answered questions from the Town Council. Mr. Kendrick identified the "Florida T" as a potential solution to allow a safer and easier entrance to and exit from the Steeplechase neighborhood. The projected time to complete such a project is four (4) years.

4.4. Utility Bill Assistance for La Plata Residents and Businesses

The Town Manager delivered the staff report proposing utility bill relief for residents and businesses affected by the federal furlough. The Town Council came to a consensus to proceed with legislation.

4.5. Purchase of Security Cameras

The Town Manager delivered the staff report proposing the purchase of security cameras for Town Hall and the La Plata Police Department. The Town Council came to a consensus to proceed with legislation.

4.6. Town Hall Host Server Replacement

The Town Manager delivered the staff report proposing the purchase of a host server to replace the existing end-of-life server. The Town Council came to a consensus to proceed with legislation.

4.7. Discussion of Charter Amendments

1. Concerning Elected Officials' Salaries
2. Concerning Appointment of Town Manager
3. Concerning Appointment of Town Attorney
4. Resign to Run

Councilman Johnson presented four potential amendments to Articles 3, 4, and 9 of the Town Charter, and a potential addition to the Town Charter. The Town Council reached a consensus to include these items on a future agenda and directed staff to explore appropriate instruments for the proposed topics.

4.8. Discussion of Petition to Maryland Department of the Environment for Aquifer Reallocation

Councilman McCormick proposed that the Town explore other avenues to acquire additional water allocations. The Town Council did not reach a consensus on advancing this proposal to a future agenda.

Ayes: Councilman McCormick

Nays: Mayor James, Councilman Guttenberg, Councilman Sampson, Councilman Johnson

Abstained: None

4.9. Discussion of Tax Relief for La Plata Residents

Councilman McCormick proposed a change to the Town's homestead tax structure. The Town Council did not reach a consensus on advancing this proposal to a future agenda.

Ayes: Councilman McCormick

Nays: Mayor James, Councilman Guttenberg, Councilman Sampson, Councilman Johnson

Abstained: None

5. Legislation

5.1. Resolution 25-25 Utility Bill Assistance for La Plata Residents and Businesses (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Utility Bill Assistance for Town Residents and Businesses

FOR the purpose of assisting those affected by the federal government shutdown with Town of La Plata utility charges for residents and businesses by providing an extension to the due date; waiving penalties and fees; establishing a new due date; and all matters generally relating thereto.

The Town Manager noted that the subject text should read "waiving penalties and fees" and not "delaying penalties and fees."

Councilman McCormick moved to adopt Resolution 25-25.

Moved By: Patrick McCormick, seconded by Tyjon Johnson.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent: None

Passed

5.2. Resolution 25-26 Purchase of Security Cameras (For Introduction and Consideration of

Adoption)

A RESOLUTION concerning

Purchase of Security Cameras

FOR the purpose of authorizing the Town Manager to enter into a contract purchase agreement for the purchase and installation of equipment and components for the security camera system at Town-owned facilities; and all matters generally relating thereto.

Councilman Johnson moved to adopt Resolution 25-26 as presented.

Moved By: Tyjon Johnson, seconded by Paul Guttenberg.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent: None

Passed

5.3. Resolution 25-27 Town Hall Host Server Replacement (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Replacement of Town Hall Host Server

FOR the purpose of authorizing the Town Manager to enter into a contract purchase agreement for the purchase and installation of Information Technology equipment at Town Hall; and all matters generally relating thereto.

Councilman Johnson moved to adopt Resolution 25-27 as presented.

Moved By: Tyjon Johnson, seconded by Gregory Sampson, Jr.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent: None

Passed

6. New Business

6.1. Reports from the Mayor and Town Council

The Mayor and Town Council reported on the Maryland Municipal League's Fall Conference, upcoming town events, and on activities in their respective boards, commissions, and wards.

Mayor James disclosed that an Open Meeting Act complaint against the Town had been lodged with the Open Meetings Compliance Board (OMCB), alleging that the Town Council's goal-setting retreat on September 11, 2025, constituted a closed session not properly noticed to the public. The Town Attorney has provided a response to the OMCB and an OMCB opinion is pending.

6.2. Town Manager's Operational Report (Written Only)

6.3. Treasurer's Report (Written Only)

6.4. Cash Disbursement Report (Written Only)

7. Adjourn

7.1. Adjournment

Mayor James adjourned the meeting at 9:02 PM.

Submitted by:

Kelly G. Phipps
Director of Legislative Services



TOWN OF LA PLATA
Town Council Minutes
October 28, 2025, 6:00 PM
Regular Meeting
Council Chambers, La Plata Town Hall
305 Queen Anne St.
La Plata MD

PRESENT: Mayor Jeannine James
Councilman Paul Guttenberg
Councilman Patrick McCormick
Councilman Gregory Sampson, Jr.
Councilman Tyjon Johnson

ABSENT:

TOWN STAFF: Chuck Stevens, Town Manager
Michelle Miner, Assistant Town Manager
Monica Kennedy, Director of Human Resources (virtual)
Karina Larsen, Town Treasurer
Matt Norris, Chief of Police
Kelly Phipps, Director of Legislative Services
Shelby Pritchett, Town Clerk

GUESTS:

1. Call to Order

1.1. Call to Order

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Meeting ID: 240 806 147 692

Passcode: 2T5Bm6FQ

In accordance with the Code of Maryland, General Provisions, Section 3-302 (Open Meetings Act), notice is hereby given that a portion of this meeting will be held in closed session.

Mayor James called the meeting to order at 6:00 PM.

1.2. Roll Call

Director Phipps conducted Roll Call.

1.3. Pledge of Allegiance

Mayor James, with assistance from a Daisy Girl Scout, led all assembled in the Pledge of Allegiance.

1.4. Approval of the Meeting Agenda

Councilman McCormick moved to approve the agenda as presented.

Moved By: Patrick McCormick, seconded by Tyjon Johnson.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent: None

Passed

2. Consent Agenda

Councilman Johnson moved to approve the Consent Agenda as presented.

Moved By: Tyjon Johnson, seconded by Paul Guttenberg.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent: None

Passed

2.1. Approval of minutes from meeting on September 9, 2025

2.2. Approval of minutes from Town Council retreat on September 11, 2025

2.3. Approval of minutes from meeting on September 23, 2025

2.4. Amendment to Fiscal Year 2026 Fee Schedule

3. Petitions, Communications, Appearances and Public Comment

3.1. Public Comment

No public speakers were present at this meeting.

3.2. Oath of Office: Ryan Kruger, La Plata Police Department

Mayor James administered the Oath of Office.

3.3. Re-Affirmation of Oath of Office: Matt Norris, Chief of Police

Mayor James administered the Oath of Office.

3.4. Proclamation: Operation Green Light (November 4 - 11, 2025)

Councilman Guttenberg delivered the Operation Green Light proclamation.

3.5. Proclamation: Small Business Saturday (November 29, 2025)

Mayor James delivered the Small Business Saturday proclamation.

3.6. Neighborhood Mini-Grant Awards

- Hawthorne Greene
- La Plata Area Girl Scout Troops
- Kings Grant
- Quailwood
- Whispering Oaks

- Councilman Sampson presented the Neighborhood Mini-Grant Award to Hawthorne Greene and Quailwood.
- Councilman Johnson presented the Neighborhood Mini-Grant Award to La Plata Area Girl Scout Troops.
- Councilman McCormick presented the Neighborhood Mini-Grant Awards for Kings Grant and Whispering Oaks. No representative was present to receive the award for Kings Grant.

3.7. Presentation: Route 6/Charles Street Re-Design (Maryland State Highway Administration)

Sean Boyle, Lindsey Bobian, and Kimberly Tran from the Maryland State Highway Administration provided a project status update and answered questions from the Town Council.

4. Matters of Council Discussion

4.1. Radio Station Road/Willow Lane Bikeway

Jamie Kendrick of Woodvalley Community Strategies provided an overview of the project to date.

4.2. Wills Memorial Park Amphitheater and Trail

Mr. Kendrick provided an overview of the amphitheater and trail project concept.

4.3. Town Hall Campus

Mr. Kendrick provided an overview of Town Hall Campus project concept.

4.4. Municipal Government Works Month (November 2025)

The Town Manager brought the Town Council's attention to Municipal Government Works Month, November 2025. A proclamation will be issued at the Town Council's November 18, 2025, meeting.

5. New Business

5.1. Report from Town Manager

The Town Manager informed the Town Council of the development of an administrative procedure to address utility billing issues related to waterline breaks or leaks.

5.2. Reports from the Mayor and Town Council

The Mayor and Town Council reported on upcoming town events and on activities in their respective boards, commissions, and wards. Councilman Sampson had no report.

6. Motion for a Closed Session

Councilman Johnson moved to conduct a closed session under statutory authority § 3-305(b)(1) and 3-305(b)(14).

Moved By: Tyjon Johnson, seconded by Paul Guttenberg.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent: None

Passed

- 6.1. **Statutory Authority to Close Session:** § 3-305(b)(1)(i) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of an appointee, employee, or official over whom it has jurisdiction.

Topic: Conduct of member of board or commission

Reason for Closure: Consideration of disciplinary action

- 6.2. **Statutory Authority to Close Session:** § 3-305(b)(14) discuss, before a contract is awarded or bids are opened, a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process

Topic: Facilities Master Plan Contract Discussion

Reason for Closure: Discuss negotiating parameters

7. Adjourn

7.1. Adjournment

Mayor James adjourned the meeting at 7:41 PM.

Submitted by:

Kelly G. Phipps
Director of Legislative Services



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Chuck Stevens
DEPARTMENT: Executive
TYPE: Town Council Resolution for Purchase
SUBJECT: Authorization to Execute Contract with Michael Baker
International for Town of La Plata Facilities Master Plan

BACKGROUND:

The Town of La Plata issued a Request for Proposals (RFP) on September 12, 2024, seeking qualified consultants to develop a comprehensive Town Facilities Master Plan. This strategic initiative responds to the growing need to evaluate and enhance the Town's municipal infrastructure to support current operations and accommodate future growth.

The Town currently operates several facilities that serve our population of over 10,000 residents and support more than 85 employees across multiple departments:

- Town Hall (305 Queen Anne Street)
- La Plata Police Department (101 La Grange Avenue)
- La Plata Public Works Shop (7225 Crain Highway)
- Wastewater Treatment Plant (6505 Curley Hall Road)
- Police Department "Annex" building (302 Queen Anne Street) - a repurposed residential structure
- Evidence storage facility (500 Dorchester)
- Public Works storage facilities (400 Potomac)
- Former Dorchester Community Center Building (402 Potomac now vacant)

Additionally, the Town owns 22.71 acres of undeveloped land with access to State Highway 301, tentatively identified as a potential location for a new police department building, and four parcels of improved property adjacent to Town Hall envisioned as a campus-like setting for special events, additional parking, and potential Town Hall expansion.



The RFP solicitation process included a pre-proposal meeting on September 23, 2024, with proposals due October 14, 2024. Following a comprehensive evaluation based on understanding of requirements, work plan and timeline, management plan and technical approach, consultant experience and capabilities, staff qualifications, and pricing, Michael Baker International was selected as the preferred consultant. Michael Baker International submitted the lowest-cost proposal among all qualified respondents and demonstrated strong expertise in municipal facilities planning, public engagement, and comprehensive master planning services.

The contract establishes a 12-month period of performance for completion of a three-phase facilities master plan that will serve as a strategic roadmap for the next 20 years of facility development, preservation, and enhancement.

FISCAL IMPACT:

Contract Amount: \$190,652.00

Budget Status: The FY26 Capital Budget includes two relevant line items:

1. Buildings and Facilities - Land Use Study for "Town Hall area and Public Works building": \$100,000
2. Police Station Evaluation and Planning: \$250,000 (to evaluate options and develop plans for a new or renovated police station meeting modern law enforcement standards)

Budget Shortfall and Mitigation Strategy:

While Michael Baker International's proposal represents the lowest cost among all qualified respondents, the total contract amount of \$190,652 exceeds the \$100,000 allocated in the primary line item by \$90,652. Staff has identified a comprehensive approach to address this funding gap:

1. Value Engineering Throughout Project Execution: Staff will work collaboratively with Michael Baker International throughout all three phases to identify opportunities to reduce costs while maintaining the integrity and comprehensiveness of the deliverables. This may include streamlining certain assessment activities, optimizing meeting schedules, or adjusting the level of detail in specific areas that prove less critical to decision-making.



2. **Cross-Application of Police Station Planning Funds:** To the extent that the Facilities Master Plan addresses evaluation, site analysis, and planning recommendations for a new or renovated police station (which is explicitly included in the scope of work), staff will apply funds from the \$250,000 Police Station line item to this contract. This approach is fiscally sound as it prevents duplication of effort and ensures a coordinated, comprehensive approach to police facility planning within the broader context of all Town facilities.
3. **Year-End Budget Amendment from Capital Project Savings:** Staff will monitor all FY26 capital projects throughout the fiscal year to identify:
 - Projects that come in under budget due to favorable bidding conditions or value engineering
 - Projects that cannot be undertaken due to competing demands on staff time and capacity
 - Other capital fund savings that become available

At fiscal year-end, staff will prepare a budget amendment to reallocate available capital funds to fully fund the Facilities Master Plan contract if needed.

Long-Term Financial Sustainability:

This investment directly supports the Town's commitment to responsible stewardship of community assets and long-term financial sustainability. The Facilities Master Plan will:

- Identify immediate (0-5 years), short-term (5-10 years), and long-term (10-20 years) capital repair and replacement requirements with estimated costs
- Establish lifecycle management and maintenance schedules that extend facility lifespans and prevent costly emergency repairs
- Prioritize facility investments based on data-driven analysis rather than reactive decision-making
- Identify energy efficiency improvements and renewable energy opportunities that will reduce long-term operational expenses
- Explore state, federal, and private funding sources and incentive programs for facility improvements



- Provide comprehensive cost estimates for master plan alternatives to support informed capital investment decisions
- Establish a 20-year roadmap that will guide annual capital budget planning and the Five-Year Capital Improvement Plan

The deliverables from this contract will provide critical information to support the Town's annual budget process, capital improvement planning, and financial forecasting activities identified in our Strategic Plan's Good Governance goal.

STRATEGIC PLAN ALIGNMENT:

The Facilities Master Plan represents a cornerstone investment that advances multiple goals within the Town's 2022 Strategic Plan and directly supports the Town's vision of being "an inclusive model of local government for community safety, health, amenities, and financial stability that benefits all residents for generations to come."

Goal #1 - Good Governance:

The Facilities Master Plan embodies responsible stewardship of community trust by establishing a data-driven framework for facility investment decisions. The comprehensive needs and condition assessments will provide transparent, evidence-based justifications for capital expenditures, ensuring that facility investments maximize public service value. The plan directly supports:

- Long-term financial sustainability by prioritizing facility investments and establishing lifecycle maintenance schedules
- The Five-Year Capital Improvement Plan with detailed project timelines and cost estimates
- Financial forecasting through identification of immediate, short-term, and long-term facility needs
- Fair and transparent decision-making by following established procurement procedures and engaging the public throughout the planning process

Goal #2 - Operational Excellence:

This initiative ensures that Town staff have the tools, facilities, and resources needed to deliver high-quality services efficiently. The assessment will:



- Identify facility deficiencies that impact staff effectiveness, safety, and work environment quality
- Evaluate space adequacy for current operations and project future needs for 5, 10, 15, and 20 years
- Assess data and communications infrastructure, meeting spaces, storage, and circulation areas
- Address accessibility (ADA compliance) and security concerns across all facilities
- Recommend technology integration and energy-efficient systems to enhance service delivery
- Support workforce sustainability through ergonomic, safe, and adaptable work environments that promote staff well-being and professional development

The plan will evaluate whether current facility proximities and functional relationships between departments promote or inhibit operational effectiveness, ensuring that the physical environment supports efficient, collaborative work.

Goal #3 - Economic Prosperity:

The Facilities Master Plan supports the Town's economic foundation and capacity for growth by:

- Ensuring municipal infrastructure can accommodate and support residential, commercial, and industrial development
- Guiding responsible asset management through data-driven capital investment priorities
- Identifying cost savings through energy-efficient upgrades, lifecycle planning, and preventive maintenance
- Leveraging state, federal, and private funding sources and incentive programs for facility improvements
- Supporting economic development by ensuring Town facilities project a professional, welcoming image consistent with La Plata's character



- Evaluating the undeveloped 22.71-acre site on State Highway 301 for strategic facility development that could enhance Town services while respecting fiscal constraints

By establishing a comprehensive facilities framework, the Town ensures that municipal infrastructure investments keep pace with community growth in a fiscally sustainable manner.

Goal #4 - Community Identity:

The master plan will preserve and enhance La Plata's unique identity as a thriving community that maintains its small-town charm and natural beauty. The scope of work explicitly requires:

- Design compatibility with the Town's historic and residential character throughout all recommendations
- Consideration of building massing, distribution of buildings and open space, and preservation of natural features
- Development of a "campus-like setting" vision for the Town Hall area that enhances community gathering spaces
- Evaluation of walkability and connectivity linking municipal buildings with the downtown core and surrounding neighborhoods
- Integration of pedestrian- and bicycle-friendly designs
- Protection of environmental resources including mature, old-growth trees that define La Plata's character
- Use of visible sustainable practices (solar installations, native landscaping, green infrastructure) as educational tools for residents

The robust public engagement process—including advisory group meetings, public workshops, and Town Council presentations—ensures community voice shapes the vision for Town facilities, reinforcing civic engagement and shared community identity.



Goal #5 - Public Service Readiness:

This master plan directly addresses the Town's capacity to meet growing demand while supporting the health, safety, and wellness of residents. The comprehensive assessment will:

- Identify current facility deficiencies that impact service delivery
- Project facility needs based on anticipated population growth and service demands
- Evaluate police, public works, and administrative facilities for adequacy in meeting modern service standards
- Plan for phased facility upgrades and expansions that maintain continuous service delivery during implementation
- Assess and plan for adequate parking, public accessibility, and community meeting spaces
- Review infrastructure supporting each facility including utilities, vehicle accommodations, and on-site storage
- Establish a strategic implementation timeline (short-term 1-4 years, mid-term 5-15 years, long-term 15-20 years) that ensures the Town can proactively address facility needs before they become critical deficiencies

Comprehensive Plan Alignment:

The Facilities Master Plan will directly inform and support future updates to the Town's Comprehensive Plan by providing detailed facility needs analysis, site evaluation, and strategic recommendations for municipal infrastructure development. The plan's 20-year horizon aligns with comprehensive planning best practices and will ensure facility planning remains coordinated with land use, transportation, and community development goals.

Capital Improvement Plan Integration:

The deliverables will provide the foundational data and prioritization framework for integrating facility projects into the Town's Five-Year Capital Improvement Plan. The phased implementation timeline (immediate 0-5 years, short-term 5-10 years, long-term 10-20 years) with detailed cost estimates will enable staff to develop realistic, fiscally responsible



capital budgets that address the most critical facility needs first while maintaining a long-term vision.

SUSTAINABILITY CONSIDERATIONS:

The Facilities Master Plan embeds sustainability principles throughout every phase of assessment, planning, and design, transforming the Town's vision of environmental stewardship into concrete action. This initiative addresses social, economic, and environmental sustainability in the following ways:

Environmental Sustainability:

- **Energy Efficiency and Renewable Energy:** The condition assessment will evaluate opportunities for energy-efficient upgrades, renewable energy systems (such as solar installations), and technologies that reduce long-term utility costs and environmental impact.
- **Natural Resource Protection:** The plan will maintain policies protecting forest, open space, and wildlife while ensuring new development reflects principles of environmental protection identified in the Strategic Plan.
- **Green Infrastructure:** Recommendations will incorporate sustainable stormwater management, native landscaping, water conservation measures, and waste reduction practices.
- **Lifecycle Planning:** By establishing maintenance and replacement schedules based on actual facility conditions, the plan reduces premature replacement waste and extends the useful life of building systems and materials.
- **Climate Resilience:** The assessment will identify vulnerabilities to extreme weather and recommend resilient design strategies that protect Town operations and community services.

Economic Sustainability:

- **Long-Term Cost Reduction:** Energy-efficient systems, renewable energy adoption, and preventive maintenance strategies will reduce operational expenses over the 20-year planning horizon.



- **Grant and Incentive Identification:** The plan will specifically identify state, federal, and private funding sources including energy rebate programs and sustainability grants to offset capital investment costs.
- **Lifecycle Cost Analysis:** Recommendations will consider total cost of ownership—not just initial construction costs—ensuring fiscally responsible decisions that account for operations, maintenance, and eventual replacement.
- **Value-Based Prioritization:** The phased implementation approach allows the Town to align facility investments with available funding, preventing debt accumulation while systematically addressing needs.

Social Sustainability:

- **Accessibility (ADA Compliance):** The assessment will identify and propose solutions for accessibility concerns, ensuring all residents can access Town services and facilities regardless of physical ability.
- **Public Health and Safety:** Facility improvements will address identified safety threats, enhance secure access, and create healthier work environments for Town employees.
- **Community Gathering Spaces:** The vision for a Town Hall campus-like setting will enhance opportunities for social interaction, civic engagement, and community building.
- **Equitable Service Delivery:** By evaluating parking, public accessibility, and service delivery spaces, the plan ensures all residents—regardless of transportation options or mobility—can effectively access municipal services.
- **Employee Well-Being:** Recommendations for improved work environments, adequate space, proper lighting, air quality, and ergonomic design support the health and productivity of Town employees who serve the community.

Sustainable Maryland Actions Alignment:

This initiative potentially supports multiple Sustainable Maryland certification actions, including:

- Conducting an energy audit of municipal facilities



- Implementing energy efficiency measures
- Installing renewable energy systems
- Green building policy development
- Climate resilience planning
- Complete streets/walkability improvements
- Open space and tree canopy preservation

Educational and Demonstration Value:

Visible sustainable practices in Town facilities—such as solar panels, green roofs, rain gardens, native plantings, and recycling infrastructure—serve as educational tools for residents and demonstrate the Town's leadership in environmental stewardship. These features reinforce La Plata's identity as Maryland's first Bird City and a community committed to protecting natural resources.

Long-Term Community Benefit:

By embedding sustainability throughout the Facilities Master Plan, the Town ensures that facility investments not only serve present operational needs but safeguard environmental resources, fiscal health, and community well-being for generations to come. This approach transforms municipal buildings from simple operational necessities into demonstration sites for best practices in sustainable, resilient, and equitable community development.

ADA CONSIDERATIONS:

Americans with Disabilities Act (ADA) compliance is explicitly integrated into the Facilities Master Plan scope of work. The consultant will:

1. **Identify ADA Issues:** Conduct comprehensive evaluation of accessibility concerns at each Town facility including Town Hall, Police Department, Public Works Shop, Wastewater Treatment Plant, and auxiliary buildings.
2. **Propose Solutions:** Develop specific recommendations to address identified accessibility deficiencies including building entrances, circulation paths, restrooms, parking, meeting spaces, and public service counters.



3. **Standards Compliance:** Ensure all master plan recommendations for facility preservation, renovation, or new construction incorporate current ADA standards and best practices for universal design.
4. **Public Accessibility Assessment:** Evaluate public accessibility to meeting spaces and departmental services, ensuring all residents can effectively access Town government services regardless of physical ability.
5. **Future-Proofing:** Project accessibility needs for the 20-year planning horizon, anticipating demographic changes including an aging population that may require enhanced accessibility features.

This comprehensive approach ensures the Town's facilities not only meet current ADA requirements but advance the Strategic Plan's core value of Equity—creating an inclusive environment where all residents can fully participate in civic life and access municipal services with dignity and independence.

The investment in accessibility improvements through this master plan directly supports the Town's vision of being "an inclusive model of local government" and demonstrates commitment to serving all residents equitably.

RECOMMENDED ACTION:

Adopt resolution 25-32 authorizing the Town Manager to execute the Client Services Agreement with Michael Baker International, Inc., dated November 18, 2025, for the Town of La Plata Facilities Master Plan in the amount of \$190,652.00, subject to the following conditions:

1. The Town Manager is authorized to implement value engineering strategies throughout project execution to reduce costs where feasible without compromising the integrity and comprehensiveness of the deliverables;
2. The Town Manager is authorized to apply funds from the FY26 Capital Budget line item for Police Station evaluation and planning (up to \$250,000) to the extent that the Facilities Master Plan scope addresses police facility needs;
3. Staff will present a budget amendment at fiscal year-end, if necessary, to fully fund the contract using available capital project savings or other identified funding sources; and



La Plata
MARYLAND

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Item Number: 2025-1595

Date of Meeting: November 18, 2025

4. The Town Manager is authorized to approve minor administrative amendments to the contract that do not materially alter the scope of work or increase the contract amount beyond available appropriations.

This authorization enables the Town to proceed with this critical strategic planning initiative that will guide facility investments for the next 20 years while maintaining fiscal responsibility through careful cost management and strategic use of available capital resources.

ATTACHMENTS:

1. Client Services Agreement between Town of La Plata and Michael Baker International, dated November 18, 2025

COUNCIL OF THE TOWN OF LA PLATA
Resolution 25-32

Introduced By:	Mayor Jeannine E. James, by request
Date Introduced:	November 18, 2025
Date Adopted:	
Date Effective:	

A RESOLUTION concerning

Town of La Plata Facilities Master Plan Services

FOR the purpose of authorizing the Town Manager to enter into a Client Services Agreement with Michael Baker International, Inc., for the development and delivery of the Town of La Plata Facilities Master Plan; and all matters generally relating thereto.

* * * * *

WHEREAS, the Council of the Town of La Plata seeks to embody responsible stewardship of community trust by establishing a data-driven framework for facility investment decisions; and

WHEREAS, the Council of the Town of La Plata desires to ensure that Town staff have the tools, facilities, and resources needed to deliver high-quality services efficiently; and

WHEREAS, the Council of the Town of La Plata desires to ensure that municipal infrastructure can accommodate and support residential, commercial, and industrial development; and

WHEREAS, the Council of the Town of La Plata desires to ensure that preserve and enhance La Plata's unique identity as a thriving community that maintains its small-town charm and natural beauty; and

WHEREAS, the Council of the Town of La Plata desires to ensure that Town's capacity meets growing demand while supporting the health, safety, and wellness of residents; and

WHEREAS, the Council of the Town of La Plata desires to embed sustainability principles throughout every phase of assessment, planning, and design, transforming the Town's vision of environmental stewardship into concrete action; and

WHEREAS, the Council of the Town of La Plata desires to ensure that facility investments not only serve present operational needs but safeguard environmental resources, fiscal health, and community well-being for generations to come; and

Resolution 25-32

37 **WHEREAS**, Town Charter § C8-23 requires that all expenditures in excess of twenty
38 thousand dollars (\$20,000), shall be advertised for sealed bids, except for expenditures
39 which the Town Council, by ordinance, has determined are not subject to the sealed bid
40 requirements; and

41
42 **WHEREAS**, Town staff solicited bids from vendors in an open competitive bidding
43 process consistent with Town procurement policies; and

44
45 **WHEREAS**, the Town Manager, having reviewed the bids and qualifications of
46 potential vendors, recommends that the Town Council authorize him to execute a Client
47 Services Agreement with Michael Baker International, Inc., to develop and deliver the Town
48 of La Plata's Facilities Master Plan and related services as described in Attachment 1.

51 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF**
52 **LA PLATA** that Noel C. Stevens, Town Manager, is hereby authorized to execute a Client
53 Services Agreement with Michael Baker International, Inc., on behalf of the Town of La Plata,
54 for the development and delivery of the Town of La Plata's Facilities Master Plan and related
55 services for the amount of one hundred ninety thousand six hundred fifty-two dollars
56 (\$190,652.00); and

57
58 **BE IT FURTHER RESOLVED,** that the Client Services Agreement attached hereto as
59 Attachment 1 is hereby adopted and incorporated herein by reference.
60
61

62 **ADOPTED AND APPROVED** by the Council of the Town of La Plata this _____ day of
63 _____, 2025.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Shelby Pritchett
Town Clerk
Date: _____

Tyjon C. Johnson, Councilman

CLIENT SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is entered into this __18th__ day of __November__ 2025_ (“Effective Date”) by and between MICHAEL BAKER INTERNATIONAL (“**MICHAEL BAKER**”), and Town of La Plata, Maryland (“**CLIENT**”). **CLIENT** and **MICHAEL BAKER** may be referred to individually as a “Party” and collectively as the “Parties” herein.

WHEREAS, CLIENT is undertaking the project for Town of La Plata’s Facilities Master Plan (“Project”);

WHEREAS, CLIENT desires **MICHAEL BAKER** to perform certain services in connection with the Project as set forth herein, and **MICHAEL BAKER** desires to perform such services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. **SCOPE/SCHEDULE OF SERVICES.** **MICHAEL BAKER** shall perform the services more fully described in **Exhibit A** hereto, as may be amended from time to time by the Parties as set forth herein (collectively, “Services”). The Services will be furnished in accordance with applicable Federal, State and local laws. **MICHAEL BAKER** shall have no responsibility for any construction activities, means, methods, techniques, sequences, procedures and/or safety programs or precautions employed on the Project. If **MICHAEL BAKER** reviews any shop drawing, product data, samples or other submittal as a part of the Services, such review is limited to checking for general conformance with the design concept contained in the final released for construction design of **MICHAEL BAKER**, and no other purpose whatsoever. The Services will be furnished in accordance with the mutually agreed upon schedule set forth in **Exhibit B** hereto (“Services Schedule”), subject to any subsequent mutually agreed upon Services Schedule change or **MICHAEL BAKER** right to a Services Schedule extension as may be provided for in this Agreement.
2. **STANDARD OF CARE.** The only standard of care applicable to the Services shall be that care and skill ordinarily used by members of the same profession practicing under similar conditions at that time and at the Project locale. No fiduciary relationship has been created or exists by virtue of the Agreement or the Services. Notwithstanding anything in this Agreement to the contrary, **MICHAEL BAKER** has not made, does not make, and specifically negates and disclaims any implied or express warranty or guarantee of any kind or character relative to the Services including, without limitation, any warranty of fitness for a particular purpose, any warranty of merchantability, and/or any implied warranty of habitability.
3. **COMPENSATION AND PAYMENT.** **CLIENT** shall compensate **MICHAEL BAKER** for the Services as provided herein and **Exhibit C** hereto. **MICHAEL BAKER** will invoice **CLIENT** for the Services performed on a monthly basis and, unless a shorter period is specified under applicable law, **CLIENT** shall issue payment to **MICHAEL BAKER** no later than 30 days from the date of receipt of **MICHAEL BAKER’s** invoice. **MICHAEL BAKER** shall be entitled to interest at the rate of 1.5% per month on any outstanding sum due **MICHAEL BAKER** for the Services. **MICHAEL BAKER** does not

waive and fully reserves any and all mechanics' or other lien rights for any unpaid Services. **CLIENT's** payment obligations to **MICHAEL BAKER** under this Agreement shall survive termination or completion of the Services or this Agreement.

4. **MICHAEL BAKER DELIVERABLES.** **MICHAEL BAKER** shall retain all ownership, title and right (including copyright, patent, intellectual property and common law rights) in and to all designs, calculations, drawings, specifications, reports, technical data and/or any other documents prepared or furnished by or on behalf of **MICHAEL BAKER** in connection with the Services (collectively, "Deliverables"). Conditioned upon **MICHAEL BAKER** timely receiving payment of all sums due under this Agreement, **CLIENT** will have a non-exclusive license to use the Deliverables only for constructing, operating and/or maintaining the Project. Failure to pay **MICHAEL BAKER** for its Services or termination of this Agreement prior to completion of the Services or Deliverables shall terminate the foregoing license. Use of or reliance upon any preliminary or incomplete Deliverables, re-use of any Deliverables without **MICHAEL BAKER's** prior written approval, modification of any Deliverables without written verification or adaptation by **MICHAEL BAKER** (at an additional cost) for the specific purpose identified, or any other unauthorized use of the Deliverables shall be at **CLIENT's** risk and without liability to **MICHAEL BAKER**. **CLIENT** shall indemnify and hold **MICHAEL BAKER** harmless from and against any liability, damage and/or loss (including, without limitation, attorneys' fees or other legal costs) incurred by **MICHAEL BAKER** relating to any unauthorized use, re-use or modification of any Deliverables by **CLIENT**.
5. **CLIENT OBLIGATIONS.** **CLIENT** shall timely coordinate any services being performed by separate consultants of **CLIENT** with the Services of **MICHAEL BAKER**. **CLIENT** shall timely review and approve of all interim Deliverable submissions of **MICHAEL BAKER**, and timely provide any submittal to be reviewed by **MICHAEL BAKER** as a part of the Services to avoid detrimentally impacting the Services or the Services Schedule. **CLIENT** shall timely furnish to **MICHAEL BAKER** any information or documentation of **CLIENT** which may bear upon or impact the performance of the Services. **CLIENT** shall ensure that **MICHAEL BAKER** and its applicable subconsultants are permitted to attend Project meetings of **CLIENT** which relate to or may impact the Services.
6. **CHANGES/IMPACTS.** **CLIENT** has the right to request changes in the Services prior to completion of the same; provided, however, that **MICHAEL BAKER** shall not be obligated to perform any requested change in or to the Services without a written change order executed by the Parties. In the event **MICHAEL BAKER** elects to furnish additional services without an executed change order, any such additional services shall be compensated by **CLIENT** on a Time and Material basis (Direct Labor times a 3.0 multiplier) plus **MICHAEL BAKER's** other direct expenses and costs (inclusive of any subconsultant fees and costs). The compensation due **MICHAEL BAKER** under this Agreement and the Services Schedule shall be equitably increased and extended, respectively, to address any change, delay, disruption, acceleration, or other impact to the Services caused by any Force Majeure Event (defined below). No **MICHAEL BAKER** claim for additional compensation or time shall be waived or limited by lack of written notice if **CLIENT** has actual or constructive knowledge of the condition, event, or circumstance giving rise to **MICHAEL BAKER's** claim.

7. **INDEMNIFICATION.** Notwithstanding anything to the contrary in this Agreement and subject to any applicable limitation of liability herein, **MICHAEL BAKER** shall only be obligated to indemnify and hold harmless **CLIENT** from and against direct damages incurred by **CLIENT** resulting from a third-party claim for personal injury (including death) or property (other than the Project work itself) damage against **CLIENT** that is solely caused by the negligence of **MICHAEL BAKER** in connection with the Services.
8. **COST ESTIMATES.** **CLIENT** acknowledges that **MICHAEL BAKER** cannot control market conditions or construction costs, means, methods, techniques and/or processes. As such, notwithstanding anything to the contrary contained herein, **CLIENT** agrees that **MICHAEL BAKER** makes no representation, warranty or guarantee as to the accuracy of any cost estimate related to the Project that is furnished by **MICHAEL BAKER** in connection with the Services, and further agrees that **MICHAEL BAKER** shall bear no responsibility for any increase, inaccuracy or deviation in any such estimates.
9. **SUSPENSION/TERMINATION.** **MICHAEL BAKER** may suspend the Services if **CLIENT** fails to timely issue payment to **MICHAEL BAKER** as required by the Agreement. **MICHAEL BAKER** may terminate the Agreement for cause if any sum owed **MICHAEL BAKER** under the Agreement is more than 30 days past due, or if the Services are stopped for a cumulative period of 60 days through no fault of **MICHAEL BAKER**. **CLIENT** may terminate the Agreement for cause if **MICHAEL BAKER** fails to cure a material breach following receipt of written notice and a reasonable opportunity to cure. In the event of any termination of the Agreement for any reason, **MICHAEL BAKER** shall be entitled to payment for Services properly performed or in process through the effective termination date as well as any non-cancelable third-party fees or costs relating to the Services.
10. **DEFAULT/DISPUTES.** As conditions precedent to **CLIENT** exercising any contractual or legal remedy against **MICHAEL BAKER** for any alleged default relative to the Services or Agreement, **CLIENT** shall provide **MICHAEL BAKER** with prompt written notice specifying the nature and impact of the alleged default and shall afford **MICHAEL BAKER** a reasonable time and opportunity (in no case less than 30 days) to analyze and commence a cure of the alleged default. To the fullest extent permitted by law, the validity or construction of this Agreement, and any dispute of the Parties arising out of or relating to the Services, Agreement or Project, shall be governed by the laws of the jurisdiction where the Project is located (excluding any conflict-of-laws rule or principle that would subject the matter to the laws of another jurisdiction) and the forum/venue for any action or proceeding relating to the same shall be a state or federal court seated in the Project locale. Except as authorized by any applicable prompt payment statute, the Parties shall be responsible for payment of their own respective attorneys' fees and/or costs relative to any dispute between the Parties arising out of or relating to the Services, Agreement and/or Project.

11. **INSURANCE.** Unless otherwise specified in **Exhibit A**, **MICHAEL BAKER** agrees to maintain the following insurance coverages and minimum limits for the duration of the Services:

Workers' Compensation	Statutory limits
Employer's Liability	\$1,000,000 Bodily Injury by Accident (Per Occurrence) \$1,000,000 Bodily Injury by Disease (Policy Limit) \$1,000,000 Bodily Injury by Disease (Each Employee)
General Liability	\$2,000,000 (Per Occurrence) \$4,000,000 (Aggregate)
Automobile Liability	\$2,000,000 Combined Single Limit
Professional Liability	\$2,000,000 (Per Claim) \$4,000,000 (Aggregate)

12. **EXHIBITS TO AGREEMENT.** The following Exhibits are included as a part of this Agreement:

Exhibit A – Scope of Services

Exhibit B – Services Schedule

Exhibit C – Compensation

13. **ELECTRONIC FILES.** In the event **MICHAEL BAKER** transmits to **CLIENT** any Computer Aided Design and Drafting or other electronic files or media (collectively, "Electronic Files") in connection with the Services, **CLIENT** agrees that **MICHAEL BAKER** makes no representation or warranty that any such Electronic Files: (i) Have any particular compatibility or are free of degradation, alteration or corruption, whether from electronic file transfer process or the modification or conversion of the Electronic Files into another format or otherwise; (ii) will function fully on the computers, hardware, and/or software of **CLIENT**; and/or (iii) will not damage or otherwise impair the computers, hardware and/or software of **CLIENT**. Any such Electronic Files of **MICHAEL BAKER** are provided merely as a convenience to **CLIENT**, do not replace or supplement the signed, dated, and sealed copies of any such files, and **MICHAEL BAKER** does not relinquish any proprietary, copyright or other rights of ownership to the Electronic Files or any data contained therein. To the fullest extent allowed by law, **MICHAEL BAKER** expressly disclaims any warranty regarding the accuracy, title, non-infringement, completeness, or permanence of the Electronic Files.
14. **FORCE MAJEURE.** **MICHAEL BAKER** shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by (i) any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, (ii) any action or inaction of **CLIENT** or a third-party engaged by **CLIENT**, and/or (iii) any other event, occurrence or circumstance beyond the reasonable control of **MICHAEL BAKER** (each, a "Force Majeure Event").
15. **LIMITATIONS/QUALIFICATIONS.** To the fullest extent permitted by law, the Parties expressly agree that: (i) **MICHAEL BAKER** shall not be liable to **CLIENT** for any special, incidental, indirect, exemplary or consequential loss, damage, expense or cost (including, without limitation, loss of use, revenue, income, profit, financing, business and/or reputation) arising out of or relating in

any way to the Agreement, Services or Project; (ii) **MICHAEL BAKER** is entitled to rely on the accuracy of any information or documentation furnished to **MICHAEL BAKER** by **CLIENT** in connection with the Project, and shall not be liable for any site, legal or environmental condition or requirement relating to the Services that is not disclosed or is unknown to **MICHAEL BAKER** prior to the Effective Date; (iii) **MICHAEL BAKER** shall not be liable for any failure to perform to the extent such failure is caused by any event, occurrence, or circumstance beyond the reasonable control of **MICHAEL BAKER**; (iv) **MICHAEL BAKER's** total aggregate liability (whether such liability is based in contract, warranty, tort, equity, strict liability, statute, common law, and/or any other claim or theory) for any loss, damage, expense or cost of whatsoever kind or nature arising out of or relating in any way to the Agreement, Services and/or Project shall not exceed the net sum paid to **MICHAEL BAKER** for the Services; and that (v) any cause of action asserted by **CLIENT** against **MICHAEL BAKER** arising out of or in any way relating to the Services, Agreement, or Project shall be deemed to have accrued no later than the date the Services were completed by **MICHAEL BAKER**. Each of the foregoing limitations are separate and independent of the other, and shall survive termination or completion of the Agreement, Services and/or Project.

16. **CONFIDENTIALITY.** A receiving Party shall hold confidential any and all non-public information which is designated by the transmitting Party as confidential, proprietary and/or trade secret in nature (collectively, "Confidential Information") in connection with this Agreement. The receiving Party shall not use or disclose any such Confidential Information for any purpose other than (and then only to the extent necessary) for use relating to the Project; provided, however, that Confidential Information of **CLIENT** may be shared with **MICHAEL BAKER's** subconsultants with a need to know such information for performing the Services. The Parties agree that Confidential Information shall not include information that: (i) is or becomes publicly available without a breach of this Agreement; (ii) was independently developed by the receiving Party without use of the Confidential Information of the transmitting Party; (iii) becomes known to the receiving Party from a source other than the transmitting Party that is not in violation of any obligation to the transmitting Party; or (iv) is required to be disclosed to a court, arbitration tribunal or government agency pursuant to written order, subpoena, regulation, rule or process of law provided, however, that the receiving Party shall provide notice to the disclosing Party as soon as reasonably practicable prior to disclosure.

17. **PROJECT REPRESENTATIVES.** Each Party designates the representatives below who shall have authority to act on their behalf with respect to the Project. The Parties may change their designated Project representative only upon written notice to the other Party.

MICHAEL BAKER: *Kyle Kramer, RA
1925 Ballenger Avenue, Suite 300
Alexandria, VA 22314*

CLIENT: *Chuck Stevens, Town Manager, Town of La Plata
305 Queen Anne Street
La Plata, MD 20646*

18. **ASSIGNMENT/SUBCONTRACTING.** Neither Party may assign this Agreement without the prior written consent of the other. Notwithstanding the foregoing, **MICHAEL BAKER** may subcontract portions of the Services to subconsultant(s) subject to approval of **CLIENT**, which approval will not be unreasonably withheld.
19. **INDEPENDENT CONTRACTOR.** The Parties acknowledge that **MICHAEL BAKER** is furnishing the Services under this Agreement as an independent contractor, and not as an agent, representative, partner, joint venturer or employee of **CLIENT**.
20. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein is intended to nor shall be construed as giving any third-party (other than the Parties' successors and permitted assigns) any interest in the Agreement, Services or Deliverables, and/or any right or claim against **MICHAEL BAKER** with regard to the Agreement, Services or Deliverables.
21. **CONSTRUCTION/SEVERABILITY/SURVIVAL/COUNTERPARTS.** If this Agreement or any of its terms shall be reviewed, construed or brought into issue, the provisions shall be construed as if jointly prepared by the Parties. Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement. If any term or provision of this Agreement is adjudicated or determined to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby. Any provision of this Agreement which contemplates performance, rights or obligations extending beyond termination or completion of this Agreement or the Services shall survive such termination or completion and continue in effect. This Agreement (and any change order hereto) may be executed in counterparts, each of which shall be deemed to be an original, but together shall constitute one and the same instrument. Signatures obtained electronically or by facsimile, PDF and/or email shall be treated as valid for all purposes.

22. **DEBARMENT CERTIFICATION.** By entering into this Agreement, the Parties certify that to the best of their knowledge, they are not presently suspended, debarred or otherwise sanctioned by a state or the federal government, or conduct restricted business with sanctioned countries or sanctioned entities, which are listed by the United States Department of the Treasury, Office of Foreign Asset Control or the United States Department of Commerce, Bureau of Industry and Security.
23. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter contained herein and supersedes all prior oral or written understandings and agreements related to the same. No modification or amendment to this Agreement shall be valid unless set forth in a writing signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Agreement to be executed and delivered as of the Effective Date by their duly authorized representatives below.

MICHAEL BAKER INTERNATIONAL

Town of La Plata, Maryland

By: 

[Signature]

Kyle Kramer, Vice President, Office Executive

[Printed Name & Title]

By: _____
[Signature]

[Printed Name & Title]

EXHIBIT A

Scope of Services

MICHAEL BAKER agrees to furnish **CLIENT** with the following Services in connection with the Town of La Plata Facilities Master Plan which will be completed in 3 phases:

A Project Kick-off Meeting will be held with the Michael Baker Team and the town staff who will oversee the project. The kick-off meeting will introduce the team, identify the Town's project coordinator, establish communication protocols, agency visits and escorts, identify agency points of contact (POCs), data requests and transfers, and agree on key project schedule dates.

Michael Baker will also transmit a Request for Information (RFI) and an agency-specific Facilities Survey document which will be the baseline for the needs assessment activity. Once the surveys are returned, Michael Baker will schedule the site visit (condition assessments) and interview activity. Michael Baker will perform the agency site visit/interviews and facilities condition assessment simultaneously. Tasks in Phase 1 and Phase 2 will be performed concurrently as the work is in progress.

Michael Baker proposes half-hour, bi-weekly (every two weeks) check-up meetings with the Town's designated project coordinator for progress coordination. Michael Baker proposes the use of online tools (e.g., Microsoft Teams) for these bi-weekly meetings.

Planning-level cost estimates will be early stage, parametric calculations for facility and master plan projects, and is a standard practice when minimal design details are available. These estimates will provide an order-of-magnitude figure to aid in initial budgeting and decision-making and are equivalent to an AACE (Association for the Advancement of Cost Engineering) Class 4 estimate.

The project timeline assumes a maximum of 30-day comment review period (inclusive of Holiday periods) for all draft report submittals in Phase 1, 2, and 3.

Phase 1 – Operations and Needs Assessment

The process will begin with analysis of the agency-specific survey data and the available facility data (e.g., year built, drawings, fleet size, maps) provided by the Town Staff to Michael Baker. The review will be performed prior to the site visits.

The operations and needs assessment interviews with the POCs of the respective Town agencies will be performed simultaneously with the physical condition assessments of the Town facilities (Phase 2).

The interviews will be conducted within the agency's facilities, and the principal objective is to validate the survey questionnaire responses, in particular, staffing and agency growth. The on-site interviews will also allow the Michael Baker team to assess the on-ground space use, occupancy, operational and administrative requirements of the spaces. In addition, safety threats, public access, storage, parking and other related needs will be discussed. The findings and results of the agency discussion on growth will be compared in terms of the Level of Service (LOS) appropriate to the Town's anticipated population growth. The team will compare LOS provisions to planning-level forecasts (i.e. Census Bureau) or industry standards (i.e., International City Managers Association (ICMA) and similar organizations) where applicable.

The anticipated deliverable for this phase is a draft operational and needs assessment report, consolidating the interview and questionnaire findings, with images and reference exhibits as appropriate. After the Town comment and review period, Michael Baker will incorporate refinements and submit the final operational and needs assessment report.

Phase 2 – Site and Facilities Condition Assessment

The Michael Baker team will review relevant facility documents and subsequently will schedule a Facilities Condition Assessment (FCA). Our evidence-based approach begins with an experienced multi-disciplinary team to conduct the (non-destructive) visual inspection of each building to identify, document and photograph physical condition deficiencies. User interviews will establish a baseline condition of the facility and define any recent building renovations, additions or system upgrades.

The FCAs will examine the following buildings in the Town and will involve a broad and detailed review of the Town’s facilities and associated building utility equipment:

1. Town Hall, 305 Queen Anne Street
2. La Plata Police Department, 101 La Grange
3. La Plata Public Works Shop, 7225 Crain Highway
4. Wastewater Treatment Plant, 6505 Curley Hall Road
5. Police Department “Annex” building, 302 Queen Anne Street
6. 500 Dorchester – LPPD evidence storage
7. 400 Potomac – Public Works storage
8. 402 Potomac – currently vacant

In addition, there is one storage yard that will be included in the master plan consideration.

Site assessments will examine the immediate site location of each facility. The team will assess for example:

- Facility proximity/nearby locations, and site zoning information for each location.
- Parking, paving, outdoor elements, vegetation.
- Visible utility lines, ancillary structures, and outdoor equipment storage.
- Localized drainage and topography, boundary fencing (where present) and building footprints will be documented.

The team will document these findings on a site map. When available, the team will require a list of fleet or maintenance vehicles that will be parked on-site. If site drawings are unavailable, the conditions will be documented using available aerial imagery or available Geographic Information System (GIS) data.

For the building facilities, the FCA will be limited to permanent structures only. (Movable/removable structures, portable toilets, trailers, commercial storage bins, and the like will not be evaluated.) The FCA also excludes assessment of agency-specific equipment (i.e., weighing scales, equipment lifts or cranes, furniture, computers, printers, etc.) No destructive testing (i.e., boring holes) will be conducted. However, the team will request escorted access to all spaces and rooms in the facility, with the potential need to access the roof deck, attic spaces, utility and machine room spaces, or ceiling/crawl spaces.

All field observations will be documented or annotated in the corresponding facility floor plan/s, specific to each floor level. For the anticipated level of effort, Michael Baker will appraise building components and systems according to the following ratings:

Condition Rating	Description
Poor	Not functioning adequately, in need of replacement.
Fair	Functional, but will require major maintenance and repair.
Good	Fully functional but requiring minor maintenance.
Excellent	In new or like new conditions. Performance is optimal.

Each facility will be evaluated according to each building system, to include for example:

- Architectural systems, including ADA (Americans with Disabilities Act) compliance;
- Structural systems;
- Electrical systems; and

- Mechanical and plumbing systems.

Photographic documentation will be conducted to capture visible system deficiencies throughout each facility. Each deficiency will be clearly annotated and mapped onto a floor plan to establish precise location and context. These findings will be systematically compiled and analyzed by Michael Baker's cost management specialist to estimate the financial requirements for repair or replacement of the identified issues. This analysis will provide high-level prioritization of buildings or systems that require immediate attention, while also providing a forecast of the anticipated costs associated with the recommended interventions.

At this planning level, the cost estimates will be developed using the PACES (Parametric Cost Engineering System) software to generate construction cost estimates. The software is robust enough to generate robust estimates, even with limited design information or in this early planning stage. PACES is an industry-standard tool meant to plan and budget facility construction costs and project them even to a future implementation date.

Along with the facilities information, Michael Baker can also provide high-level facilities maintenance pricing, which typically includes annual costs along with major repairs for 5 or 10 years when utility equipment and building finishes approach their expiration dates. This can provide invaluable input for maintenance budgeting for each facility.

The anticipated deliverable for this phase is a draft FCA report, providing brief narratives of the conditions in each facility, description of findings and deficiencies, repair or replacement recommendations, project prioritization and the summary cost to address the deficiencies. The report attachments will provide the expanded PACES software outputs along with images, tables, descriptions, and reference exhibits as appropriate. After the Town's review and comment period, Michael Baker will incorporate refinements and submit the final FCA report.

Phase 3 - Master Plan Development and Recommendations

Following the review of the Phase 1 and 2 deliverables, the Master Plan phase will develop comprehensive recommendations for current and future facilities investments, providing the Town with a road map for facility upgrades and expansion. Based on the severity of the conditions, and the cost of repair, the projects can be prioritized for implementation.

The master plan strategies will include a mix of graphic exhibits and narratives to illustrate facility design concepts, linkages, and existing facilities to remain, to repair, or to replace. Summary site analysis and planning recommendations will be limited only to the immediate boundaries of existing or proposed facilities.

It is Michael Baker's understanding that:

1. The Town owns 22.71 acres of undeveloped land, with access to State Highway 301, that has been tentatively identified as a potential location for a new police department building.
2. The Town owns 4 parcels of improved property adjacent to the Town Hall with the vision of a campus-like setting for special events and additional parking, or potential expansion space for the Town Hall.

For all plan and site plan recommendations, in lieu of detailed floor plans, scaled block diagrams will be prepared illustrating the internal facility spaces, incorporating space adjacencies, linkages, public and support spaces, and circulation paths. The level of detail will be diagrammatic, leaving design flexibility and aesthetics to future designers (as a separate task). Michael Baker will provide brief outline recommendations on exterior design, building massing, building location, and open space provisions in support of these graphic exhibits.

The team will participate consult with the Town staff and respective agencies in a one-day workshop to review a maximum of three master plan alternatives and define a preferred master plan. The preferred alternative will address space deficiencies, facility repair or replacement, and/or new facilities. Planning-level cost estimates of the master plan alternatives will be developed.

Using the preferred master plan strategy, Michael Baker undertake will develop a short, medium, and long-term phasing of key events and priority tasks that will help bring the Master Plan to fruition. This will be presented in a tabular or chart format.

Michael Baker is committed to a public engagement process to present their findings on the Master Plan. A total of four public meetings is assumed in this phase (see Meetings below):

1. Advisory group meeting;
2. Kick-off/public workshop;
3. Presentation of the project draft report to the Town Council; and
4. Presentation of the final report to the Town Council for final review, approval, and adoption.

Michael Baker can provide graphic exhibits and brief narratives of the master plan alternatives that the Town can upload to its town-wide project public website as well. Throughout the public engagement process, the Town will collect public feedback that will be transmitted to the team. The team can incorporate the applicable comments up until the final report submission.

With the master plan cost in hand, Michael Baker will review possible funding sources for the facility improvements and compare capital improvements, operations and maintenance funds for the Deliverables for this phase will be a draft master plan report documenting the master plan options, the preferred option, master plan cost, project priorities, narratives, lists, diagrams, final cost estimate and phasing plan will be provided to the Town for review and approval. Comments from the public engagement process, backup calculations, and other relevant project details will be included in the appendix section. After the Town review and comment period, Michael Baker will submit the Final Master Plan report to the Town.

Meetings

Michael Baker will participate in the following meetings as a part of this scope:

- Kickoff Meeting (online via Teams meeting) – *Prior to Phase 1*
- Bi-weekly Progress Coordination Meetings (online via Teams meeting) – *as required for the active duration of the project*
- Escorted Site and Facilities Tour, and Staff interviews (to be scheduled) – *Phase 1 and Phase 2 combined*
- Master Plan alternatives workshop – *Phase 3*
- Advisory group meeting – *Phase 3*
- Kick-off/public workshop – *Phase 3*
- Presentation of project draft report to the Town Council – *Phase 3*
- Presentation of Final Master Plan to the Town Council – *Phase 3*

Deliverables – All document report deliverables will be provided in PDF/electronic format and transmitted electronically.

EXHIBIT B
Services Schedule

Schedule

Work can begin immediately and will proceed for the period of performance not to exceed 12 months.

EXHIBIT C
Compensation

1. Subject to any adjustments made in accordance with the terms of this Agreement, **CLIENT** shall pay **MICHAEL BAKER** for the Services as specified below.

Proposed Fee	
Phase 1 – Operations and Needs Assessment	\$28,113.00
Phase 2 – Site and Facilities Condition Assessment	\$92,958.00
Phase 3 – Master Plan Development and Recommendations	\$67,480.00
Other Direct Costs (Printing and Mileage)	\$2,101.00
Total:	\$190,652.00

Time-and-Materials. **MICHAEL BAKER** shall invoice **MICHAEL BAKER's** direct labor hours expended to perform the Services at the rates per labor category listed in the proposal dated October 14, 2025 plus **MICHAEL BAKER's** other direct expenses and costs.

2. **MICHAEL BAKER** will submit monthly invoices for all Services unless otherwise provided in the Agreement. All invoices shall include Project name, Project number, and Purchase Order number, as applicable.

CLIENT SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is entered into this __18th__ day of __November__ 2025_ (“Effective Date”) by and between MICHAEL BAKER INTERNATIONAL (“**MICHAEL BAKER**”), and Town of La Plata, Maryland (“**CLIENT**”). **CLIENT** and **MICHAEL BAKER** may be referred to individually as a “Party” and collectively as the “Parties” herein.

WHEREAS, CLIENT is undertaking the project for Town of La Plata’s Facilities Master Plan (“Project”);

WHEREAS, CLIENT desires **MICHAEL BAKER** to perform certain services in connection with the Project as set forth herein, and **MICHAEL BAKER** desires to perform such services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. **SCOPE/SCHEDULE OF SERVICES.** **MICHAEL BAKER** shall perform the services more fully described in **Exhibit A** hereto, as may be amended from time to time by the Parties as set forth herein (collectively, “Services”). The Services will be furnished in accordance with applicable Federal, State and local laws. **MICHAEL BAKER** shall have no responsibility for any construction activities, means, methods, techniques, sequences, procedures and/or safety programs or precautions employed on the Project. If **MICHAEL BAKER** reviews any shop drawing, product data, samples or other submittal as a part of the Services, such review is limited to checking for general conformance with the design concept contained in the final released for construction design of **MICHAEL BAKER**, and no other purpose whatsoever. The Services will be furnished in accordance with the mutually agreed upon schedule set forth in **Exhibit B** hereto (“Services Schedule”), subject to any subsequent mutually agreed upon Services Schedule change or **MICHAEL BAKER** right to a Services Schedule extension as may be provided for in this Agreement.
2. **STANDARD OF CARE.** The only standard of care applicable to the Services shall be that care and skill ordinarily used by members of the same profession practicing under similar conditions at that time and at the Project locale. No fiduciary relationship has been created or exists by virtue of the Agreement or the Services. Notwithstanding anything in this Agreement to the contrary, **MICHAEL BAKER** has not made, does not make, and specifically negates and disclaims any implied or express warranty or guarantee of any kind or character relative to the Services including, without limitation, any warranty of fitness for a particular purpose, any warranty of merchantability, and/or any implied warranty of habitability.
3. **COMPENSATION AND PAYMENT.** **CLIENT** shall compensate **MICHAEL BAKER** for the Services as provided herein and **Exhibit C** hereto. **MICHAEL BAKER** will invoice **CLIENT** for the Services performed on a monthly basis and, unless a shorter period is specified under applicable law, **CLIENT** shall issue payment to **MICHAEL BAKER** no later than 30 days from the date of receipt of **MICHAEL BAKER’s** invoice. **MICHAEL BAKER** shall be entitled to interest at the rate of 1.5% per month on any outstanding sum due **MICHAEL BAKER** for the Services. **MICHAEL BAKER** does not

waive and fully reserves any and all mechanics' or other lien rights for any unpaid Services. **CLIENT's** payment obligations to **MICHAEL BAKER** under this Agreement shall survive termination or completion of the Services or this Agreement.

4. **MICHAEL BAKER DELIVERABLES.** **MICHAEL BAKER** shall retain all ownership, title and right (including copyright, patent, intellectual property and common law rights) in and to all designs, calculations, drawings, specifications, reports, technical data and/or any other documents prepared or furnished by or on behalf of **MICHAEL BAKER** in connection with the Services (collectively, "Deliverables"). Conditioned upon **MICHAEL BAKER** timely receiving payment of all sums due under this Agreement, **CLIENT** will have a non-exclusive license to use the Deliverables only for constructing, operating and/or maintaining the Project. Failure to pay **MICHAEL BAKER** for its Services or termination of this Agreement prior to completion of the Services or Deliverables shall terminate the foregoing license. Use of or reliance upon any preliminary or incomplete Deliverables, re-use of any Deliverables without **MICHAEL BAKER's** prior written approval, modification of any Deliverables without written verification or adaptation by **MICHAEL BAKER** (at an additional cost) for the specific purpose identified, or any other unauthorized use of the Deliverables shall be at **CLIENT's** risk and without liability to **MICHAEL BAKER**. **CLIENT** shall indemnify and hold **MICHAEL BAKER** harmless from and against any liability, damage and/or loss (including, without limitation, attorneys' fees or other legal costs) incurred by **MICHAEL BAKER** relating to any unauthorized use, re-use or modification of any Deliverables by **CLIENT**.
5. **CLIENT OBLIGATIONS.** **CLIENT** shall timely coordinate any services being performed by separate consultants of **CLIENT** with the Services of **MICHAEL BAKER**. **CLIENT** shall timely review and approve of all interim Deliverable submissions of **MICHAEL BAKER**, and timely provide any submittal to be reviewed by **MICHAEL BAKER** as a part of the Services to avoid detrimentally impacting the Services or the Services Schedule. **CLIENT** shall timely furnish to **MICHAEL BAKER** any information or documentation of **CLIENT** which may bear upon or impact the performance of the Services. **CLIENT** shall ensure that **MICHAEL BAKER** and its applicable subconsultants are permitted to attend Project meetings of **CLIENT** which relate to or may impact the Services.
6. **CHANGES/IMPACTS.** **CLIENT** has the right to request changes in the Services prior to completion of the same; provided, however, that **MICHAEL BAKER** shall not be obligated to perform any requested change in or to the Services without a written change order executed by the Parties. In the event **MICHAEL BAKER** elects to furnish additional services without an executed change order, any such additional services shall be compensated by **CLIENT** on a Time and Material basis (Direct Labor times a 3.0 multiplier) plus **MICHAEL BAKER's** other direct expenses and costs (inclusive of any subconsultant fees and costs). The compensation due **MICHAEL BAKER** under this Agreement and the Services Schedule shall be equitably increased and extended, respectively, to address any change, delay, disruption, acceleration, or other impact to the Services caused by any Force Majeure Event (defined below). No **MICHAEL BAKER** claim for additional compensation or time shall be waived or limited by lack of written notice if **CLIENT** has actual or constructive knowledge of the condition, event, or circumstance giving rise to **MICHAEL BAKER's** claim.

7. **INDEMNIFICATION.** Notwithstanding anything to the contrary in this Agreement and subject to any applicable limitation of liability herein, **MICHAEL BAKER** shall only be obligated to indemnify and hold harmless **CLIENT** from and against direct damages incurred by **CLIENT** resulting from a third-party claim for personal injury (including death) or property (other than the Project work itself) damage against **CLIENT** that is solely caused by the negligence of **MICHAEL BAKER** in connection with the Services.
8. **COST ESTIMATES.** **CLIENT** acknowledges that **MICHAEL BAKER** cannot control market conditions or construction costs, means, methods, techniques and/or processes. As such, notwithstanding anything to the contrary contained herein, **CLIENT** agrees that **MICHAEL BAKER** makes no representation, warranty or guarantee as to the accuracy of any cost estimate related to the Project that is furnished by **MICHAEL BAKER** in connection with the Services, and further agrees that **MICHAEL BAKER** shall bear no responsibility for any increase, inaccuracy or deviation in any such estimates.
9. **SUSPENSION/TERMINATION.** **MICHAEL BAKER** may suspend the Services if **CLIENT** fails to timely issue payment to **MICHAEL BAKER** as required by the Agreement. **MICHAEL BAKER** may terminate the Agreement for cause if any sum owed **MICHAEL BAKER** under the Agreement is more than 30 days past due, or if the Services are stopped for a cumulative period of 60 days through no fault of **MICHAEL BAKER**. **CLIENT** may terminate the Agreement for cause if **MICHAEL BAKER** fails to cure a material breach following receipt of written notice and a reasonable opportunity to cure. In the event of any termination of the Agreement for any reason, **MICHAEL BAKER** shall be entitled to payment for Services properly performed or in process through the effective termination date as well as any non-cancelable third-party fees or costs relating to the Services.
10. **DEFAULT/DISPUTES.** As conditions precedent to **CLIENT** exercising any contractual or legal remedy against **MICHAEL BAKER** for any alleged default relative to the Services or Agreement, **CLIENT** shall provide **MICHAEL BAKER** with prompt written notice specifying the nature and impact of the alleged default and shall afford **MICHAEL BAKER** a reasonable time and opportunity (in no case less than 30 days) to analyze and commence a cure of the alleged default. To the fullest extent permitted by law, the validity or construction of this Agreement, and any dispute of the Parties arising out of or relating to the Services, Agreement or Project, shall be governed by the laws of the jurisdiction where the Project is located (excluding any conflict-of-laws rule or principle that would subject the matter to the laws of another jurisdiction) and the forum/venue for any action or proceeding relating to the same shall be a state or federal court seated in the Project locale. Except as authorized by any applicable prompt payment statute, the Parties shall be responsible for payment of their own respective attorneys' fees and/or costs relative to any dispute between the Parties arising out of or relating to the Services, Agreement and/or Project.

11. **INSURANCE.** Unless otherwise specified in **Exhibit A**, **MICHAEL BAKER** agrees to maintain the following insurance coverages and minimum limits for the duration of the Services:

Workers' Compensation	Statutory limits
Employer's Liability	\$1,000,000 Bodily Injury by Accident (Per Occurrence) \$1,000,000 Bodily Injury by Disease (Policy Limit) \$1,000,000 Bodily Injury by Disease (Each Employee)
General Liability	\$2,000,000 (Per Occurrence) \$4,000,000 (Aggregate)
Automobile Liability	\$2,000,000 Combined Single Limit
Professional Liability	\$2,000,000 (Per Claim) \$4,000,000 (Aggregate)

12. **EXHIBITS TO AGREEMENT.** The following Exhibits are included as a part of this Agreement:

Exhibit A – Scope of Services

Exhibit B – Services Schedule

Exhibit C – Compensation

13. **ELECTRONIC FILES.** In the event **MICHAEL BAKER** transmits to **CLIENT** any Computer Aided Design and Drafting or other electronic files or media (collectively, "Electronic Files") in connection with the Services, **CLIENT** agrees that **MICHAEL BAKER** makes no representation or warranty that any such Electronic Files: (i) Have any particular compatibility or are free of degradation, alteration or corruption, whether from electronic file transfer process or the modification or conversion of the Electronic Files into another format or otherwise; (ii) will function fully on the computers, hardware, and/or software of **CLIENT**; and/or (iii) will not damage or otherwise impair the computers, hardware and/or software of **CLIENT**. Any such Electronic Files of **MICHAEL BAKER** are provided merely as a convenience to **CLIENT**, do not replace or supplement the signed, dated, and sealed copies of any such files, and **MICHAEL BAKER** does not relinquish any proprietary, copyright or other rights of ownership to the Electronic Files or any data contained therein. To the fullest extent allowed by law, **MICHAEL BAKER** expressly disclaims any warranty regarding the accuracy, title, non-infringement, completeness, or permanence of the Electronic Files.
14. **FORCE MAJEURE.** **MICHAEL BAKER** shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by (i) any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, (ii) any action or inaction of **CLIENT** or a third-party engaged by **CLIENT**, and/or (iii) any other event, occurrence or circumstance beyond the reasonable control of **MICHAEL BAKER** (each, a "Force Majeure Event").
15. **LIMITATIONS/QUALIFICATIONS.** To the fullest extent permitted by law, the Parties expressly agree that: (i) **MICHAEL BAKER** shall not be liable to **CLIENT** for any special, incidental, indirect, exemplary or consequential loss, damage, expense or cost (including, without limitation, loss of use, revenue, income, profit, financing, business and/or reputation) arising out of or relating in

any way to the Agreement, Services or Project; (ii) **MICHAEL BAKER** is entitled to rely on the accuracy of any information or documentation furnished to **MICHAEL BAKER** by **CLIENT** in connection with the Project, and shall not be liable for any site, legal or environmental condition or requirement relating to the Services that is not disclosed or is unknown to **MICHAEL BAKER** prior to the Effective Date; (iii) **MICHAEL BAKER** shall not be liable for any failure to perform to the extent such failure is caused by any event, occurrence, or circumstance beyond the reasonable control of **MICHAEL BAKER**; (iv) **MICHAEL BAKER's** total aggregate liability (whether such liability is based in contract, warranty, tort, equity, strict liability, statute, common law, and/or any other claim or theory) for any loss, damage, expense or cost of whatsoever kind or nature arising out of or relating in any way to the Agreement, Services and/or Project shall not exceed the net sum paid to **MICHAEL BAKER** for the Services; and that (v) any cause of action asserted by **CLIENT** against **MICHAEL BAKER** arising out of or in any way relating to the Services, Agreement, or Project shall be deemed to have accrued no later than the date the Services were completed by **MICHAEL BAKER**. Each of the foregoing limitations are separate and independent of the other, and shall survive termination or completion of the Agreement, Services and/or Project.

16. **CONFIDENTIALITY.** A receiving Party shall hold confidential any and all non-public information which is designated by the transmitting Party as confidential, proprietary and/or trade secret in nature (collectively, "Confidential Information") in connection with this Agreement. The receiving Party shall not use or disclose any such Confidential Information for any purpose other than (and then only to the extent necessary) for use relating to the Project; provided, however, that Confidential Information of **CLIENT** may be shared with **MICHAEL BAKER's** subconsultants with a need to know such information for performing the Services. The Parties agree that Confidential Information shall not include information that: (i) is or becomes publicly available without a breach of this Agreement; (ii) was independently developed by the receiving Party without use of the Confidential Information of the transmitting Party; (iii) becomes known to the receiving Party from a source other than the transmitting Party that is not in violation of any obligation to the transmitting Party; or (iv) is required to be disclosed to a court, arbitration tribunal or government agency pursuant to written order, subpoena, regulation, rule or process of law provided, however, that the receiving Party shall provide notice to the disclosing Party as soon as reasonably practicable prior to disclosure.

17. **PROJECT REPRESENTATIVES.** Each Party designates the representatives below who shall have authority to act on their behalf with respect to the Project. The Parties may change their designated Project representative only upon written notice to the other Party.

MICHAEL BAKER: *Kyle Kramer, RA
1925 Ballenger Avenue, Suite 300
Alexandria, VA 22314*

CLIENT: *Chuck Stevens, Town Manager, Town of La Plata
305 Queen Anne Street
La Plata, MD 20646*

18. **ASSIGNMENT/SUBCONTRACTING.** Neither Party may assign this Agreement without the prior written consent of the other. Notwithstanding the foregoing, **MICHAEL BAKER** may subcontract portions of the Services to subconsultant(s) subject to approval of **CLIENT**, which approval will not be unreasonably withheld.
19. **INDEPENDENT CONTRACTOR.** The Parties acknowledge that **MICHAEL BAKER** is furnishing the Services under this Agreement as an independent contractor, and not as an agent, representative, partner, joint venturer or employee of **CLIENT**.
20. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein is intended to nor shall be construed as giving any third-party (other than the Parties' successors and permitted assigns) any interest in the Agreement, Services or Deliverables, and/or any right or claim against **MICHAEL BAKER** with regard to the Agreement, Services or Deliverables.
21. **CONSTRUCTION/SEVERABILITY/SURVIVAL/COUNTERPARTS.** If this Agreement or any of its terms shall be reviewed, construed or brought into issue, the provisions shall be construed as if jointly prepared by the Parties. Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement. If any term or provision of this Agreement is adjudicated or determined to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby. Any provision of this Agreement which contemplates performance, rights or obligations extending beyond termination or completion of this Agreement or the Services shall survive such termination or completion and continue in effect. This Agreement (and any change order hereto) may be executed in counterparts, each of which shall be deemed to be an original, but together shall constitute one and the same instrument. Signatures obtained electronically or by facsimile, PDF and/or email shall be treated as valid for all purposes.

22. **DEBARMENT CERTIFICATION.** By entering into this Agreement, the Parties certify that to the best of their knowledge, they are not presently suspended, debarred or otherwise sanctioned by a state or the federal government, or conduct restricted business with sanctioned countries or sanctioned entities, which are listed by the United States Department of the Treasury, Office of Foreign Asset Control or the United States Department of Commerce, Bureau of Industry and Security.
23. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter contained herein and supersedes all prior oral or written understandings and agreements related to the same. No modification or amendment to this Agreement shall be valid unless set forth in a writing signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Agreement to be executed and delivered as of the Effective Date by their duly authorized representatives below.

MICHAEL BAKER INTERNATIONAL

Town of La Plata, Maryland

By: 

[Signature]

Kyle Kramer, Vice President, Office Executive

[Printed Name & Title]

By: _____
[Signature]

[Printed Name & Title]

EXHIBIT A

Scope of Services

MICHAEL BAKER agrees to furnish **CLIENT** with the following Services in connection with the Town of La Plata Facilities Master Plan which will be completed in 3 phases:

A Project Kick-off Meeting will be held with the Michael Baker Team and the town staff who will oversee the project. The kick-off meeting will introduce the team, identify the Town's project coordinator, establish communication protocols, agency visits and escorts, identify agency points of contact (POCs), data requests and transfers, and agree on key project schedule dates.

Michael Baker will also transmit a Request for Information (RFI) and an agency-specific Facilities Survey document which will be the baseline for the needs assessment activity. Once the surveys are returned, Michael Baker will schedule the site visit (condition assessments) and interview activity. Michael Baker will perform the agency site visit/interviews and facilities condition assessment simultaneously. Tasks in Phase 1 and Phase 2 will be performed concurrently as the work is in progress.

Michael Baker proposes half-hour, bi-weekly (every two weeks) check-up meetings with the Town's designated project coordinator for progress coordination. Michael Baker proposes the use of online tools (e.g., Microsoft Teams) for these bi-weekly meetings.

Planning-level cost estimates will be early stage, parametric calculations for facility and master plan projects, and is a standard practice when minimal design details are available. These estimates will provide an order-of-magnitude figure to aid in initial budgeting and decision-making and are equivalent to an AACE (Association for the Advancement of Cost Engineering) Class 4 estimate.

The project timeline assumes a maximum of 30-day comment review period (inclusive of Holiday periods) for all draft report submittals in Phase 1, 2, and 3.

Phase 1 – Operations and Needs Assessment

The process will begin with analysis of the agency-specific survey data and the available facility data (e.g., year built, drawings, fleet size, maps) provided by the Town Staff to Michael Baker. The review will be performed prior to the site visits.

The operations and needs assessment interviews with the POCs of the respective Town agencies will be performed simultaneously with the physical condition assessments of the Town facilities (Phase 2).

The interviews will be conducted within the agency's facilities, and the principal objective is to validate the survey questionnaire responses, in particular, staffing and agency growth. The on-site interviews will also allow the Michael Baker team to assess the on-ground space use, occupancy, operational and administrative requirements of the spaces. In addition, safety threats, public access, storage, parking and other related needs will be discussed. The findings and results of the agency discussion on growth will be compared in terms of the Level of Service (LOS) appropriate to the Town's anticipated population growth. The team will compare LOS provisions to planning-level forecasts (i.e. Census Bureau) or industry standards (i.e., International City Managers Association (ICMA) and similar organizations) where applicable.

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- Facility proximity/nearby locations, and site zoning information for each location.
- Parking, paving, outdoor elements, vegetation.
- Visible utility lines, ancillary structures, and outdoor equipment storage.
- Localized drainage and topography, boundary fencing (where present) and building footprints will be documented.

The team will document these findings on a site map. When available, the team will require a list of fleet or maintenance vehicles that will be parked on-site. If site drawings are unavailable, the conditions will be documented using available aerial imagery or available Geographic Information System (GIS) data.

For the building facilities, the FCA will be limited to permanent structures only. (Movable/removable structures, portable toilets, trailers, commercial storage bins, and the like will not be evaluated.) The FCA also excludes assessment of agency-specific equipment (i.e., weighing scales, equipment lifts or cranes, furniture, computers, printers, etc.) No destructive testing (i.e., boring holes) will be conducted. However, the team will request escorted access to all spaces and rooms in the facility, with the potential need to access the roof deck, attic spaces, utility and machine room spaces, or ceiling/crawl spaces.

All field observations will be documented or annotated in the corresponding facility floor plan/s, specific to each floor level. For the anticipated level of effort, Michael Baker will appraise building components and systems according to the following ratings:

Condition Rating	Description
Poor	Not functioning adequately, in need of replacement.
Fair	Functional, but will require major maintenance and repair.
Good	Fully functional but requiring minor maintenance.
Excellent	In new or like new conditions. Performance is optimal.

Each facility will be evaluated according to each building system, to include for example:

- Architectural systems, including ADA (Americans with Disabilities Act) compliance;
- Structural systems;
- Electrical systems; and

- Mechanical and plumbing systems.

Photographic documentation will be conducted to capture visible system deficiencies throughout each facility. Each deficiency will be clearly annotated and mapped onto a floor plan to establish precise location and context. These findings will be systematically compiled and analyzed by Michael Baker's cost management specialist to estimate the financial requirements for repair or replacement of the identified issues. This analysis will provide high-level prioritization of buildings or systems that require immediate attention, while also providing a forecast of the anticipated costs associated with the recommended interventions.

At this planning level, the cost estimates will be developed using the PACES (Parametric Cost Engineering System) software to generate construction cost estimates. The software is robust enough to generate robust estimates, even with limited design information or in this early planning stage. PACES is an industry-standard tool meant to plan and budget facility construction costs and project them even to a future implementation date.

Along with the facilities information, Michael Baker can also provide high-level facilities maintenance pricing, which typically includes annual costs along with major repairs for 5 or 10 years when utility equipment and building finishes approach their expiration dates. This can provide invaluable input for maintenance budgeting for each facility.

The anticipated deliverable for this phase is a draft FCA report, providing brief narratives of the conditions in each facility, description of findings and deficiencies, repair or replacement recommendations, project prioritization and the summary cost to address the deficiencies. The report attachments will provide the expanded PACES software outputs along with images, tables, descriptions, and reference exhibits as appropriate. After the Town's review and comment period, Michael Baker will incorporate refinements and submit the final FCA report.

Phase 3 - Master Plan Development and Recommendations

Following the review of the Phase 1 and 2 deliverables, the Master Plan phase will develop comprehensive recommendations for current and future facilities investments, providing the Town with a road map for facility upgrades and expansion. Based on the severity of the conditions, and the cost of repair, the projects can be prioritized for implementation.

The master plan strategies will include a mix of graphic exhibits and narratives to illustrate facility design concepts, linkages, and existing facilities to remain, to repair, or to replace. Summary site analysis and planning recommendations will be limited only to the immediate boundaries of existing or proposed facilities.

It is Michael Baker's understanding that:

1. The Town owns 22.71 acres of undeveloped land, with access to State Highway 301, that has been tentatively identified as a potential location for a new police department building.
2. The Town owns 4 parcels of improved property adjacent to the Town Hall with the vision of a campus-like setting for special events and additional parking, or potential expansion space for the Town Hall.

For all plan and site plan recommendations, in lieu of detailed floor plans, scaled block diagrams will be prepared illustrating the internal facility spaces, incorporating space adjacencies, linkages, public and support spaces, and circulation paths. The level of detail will be diagrammatic, leaving design flexibility and aesthetics to future designers (as a separate task). Michael Baker will provide brief outline recommendations on exterior design, building massing, building location, and open space provisions in support of these graphic exhibits.

The team will participate consult with the Town staff and respective agencies in a one-day workshop to review a maximum of three master plan alternatives and define a preferred master plan. The preferred alternative will address space deficiencies, facility repair or replacement, and/or new facilities. Planning-level cost estimates of the master plan alternatives will be developed.

Using the preferred master plan strategy, Michael Baker undertake will develop a short, medium, and long-term phasing of key events and priority tasks that will help bring the Master Plan to fruition. This will be presented in a tabular or chart format.

Michael Baker is committed to a public engagement process to present their findings on the Master Plan. A total of four public meetings is assumed in this phase (see Meetings below):

1. Advisory group meeting;
2. Kick-off/public workshop;
3. Presentation of the project draft report to the Town Council; and
4. Presentation of the final report to the Town Council for final review, approval, and adoption.

Michael Baker can provide graphic exhibits and brief narratives of the master plan alternatives that the Town can upload to its town-wide project public website as well. Throughout the public engagement process, the Town will collect public feedback that will be transmitted to the team. The team can incorporate the applicable comments up until the final report submission.

With the master plan cost in hand, Michael Baker will review possible funding sources for the facility improvements and compare capital improvements, operations and maintenance funds for the Deliverables for this phase will be a draft master plan report documenting the master plan options, the preferred option, master plan cost, project priorities, narratives, lists, diagrams, final cost estimate and phasing plan will be provided to the Town for review and approval. Comments from the public engagement process, backup calculations, and other relevant project details will be included in the appendix section. After the Town review and comment period, Michael Baker will submit the Final Master Plan report to the Town.

Meetings

Michael Baker will participate in the following meetings as a part of this scope:

- Kickoff Meeting (online via Teams meeting) – *Prior to Phase 1*
- Bi-weekly Progress Coordination Meetings (online via Teams meeting) – *as required for the active duration of the project*
- Escorted Site and Facilities Tour, and Staff interviews (to be scheduled) – *Phase 1 and Phase 2 combined*
- Master Plan alternatives workshop – *Phase 3*
- Advisory group meeting – *Phase 3*
- Kick-off/public workshop – *Phase 3*
- Presentation of project draft report to the Town Council – *Phase 3*
- Presentation of Final Master Plan to the Town Council – *Phase 3*

Deliverables – All document report deliverables will be provided in PDF/electronic format and transmitted electronically.

EXHIBIT B
Services Schedule

Schedule

Work can begin immediately and will proceed for the period of performance not to exceed 12 months.

EXHIBIT C
Compensation

1. Subject to any adjustments made in accordance with the terms of this Agreement, **CLIENT** shall pay **MICHAEL BAKER** for the Services as specified below.

Proposed Fee	
Phase 1 – Operations and Needs Assessment	\$28,113.00
Phase 2 – Site and Facilities Condition Assessment	\$92,958.00
Phase 3 – Master Plan Development and Recommendations	\$67,480.00
Other Direct Costs (Printing and Mileage)	\$2,101.00
Total:	\$190,652.00

Time-and-Materials. **MICHAEL BAKER** shall invoice **MICHAEL BAKER's** direct labor hours expended to perform the Services at the rates per labor category listed in the proposal dated October 14, 2025 plus **MICHAEL BAKER's** other direct expenses and costs.

2. **MICHAEL BAKER** will submit monthly invoices for all Services unless otherwise provided in the Agreement. All invoices shall include Project name, Project number, and Purchase Order number, as applicable.



Town of La Plata **PROCLAMATION**

**MUNICIPAL GOVERNMENT WORKS MONTH
NOVEMBER 2025**

WHEREAS, the Town of La Plata was incorporated in 1888; and

WHEREAS, Maryland is home to 157 municipalities; and

WHEREAS, municipal government represents the most responsive level of government, allowing citizens to have direct access to elected officials; and

WHEREAS, in an effort to educate citizens about municipal government and the importance of their participation, the Town of La Plata is proud to promote municipal government awareness; and

WHEREAS, municipalities have enhanced the quality of life for their respective residents by maintaining natural and historic sites and structures and helping to make Maryland a great place to live, work, play and explore;

NOW, THEREFORE, WE, THE COUNCIL OF THE TOWN OF LA PLATA, do hereby join the Maryland Municipal League in proclaiming November as MUNICIPAL GOVERNMENT WORKS MONTH in the Town of La Plata, Maryland, and do commend this observance to all of our citizens.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

Gregory Sampson Jr., Councilman

Tyjon C. Johnson, Councilman

ATTEST:

Shelby Pritchett
Town Clerk

Date: _____



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Chuck Stevens
DEPARTMENT: Executive
TYPE: Town Council Resolution
SUBJECT: Southwest Access Management Plan (SWAMP)

BACKGROUND:

At the October 28, 2025, Town Council meeting, Council members received a presentation on the Southwest Access Management Plan (SWAMP). Mr. Jamie Kendrick of Woodvalley Community Strategies, the Town's transportation planning consultant, recommended proceeding with preliminary engineering for improvements known as "Florida T" intersections along US 301 at Glen Albin Drive and Catalpa Drive.

By consensus, the Town Council expressed support for moving forward with this recommendation using funds from the Safe Streets for All (SS4A) planning and demonstration grant. The goal is to complete sufficient preliminary design and analysis to support an SS4A implementation grant application in May/June 2026.

Mead & Hunt has provided on-call transportation engineering services to the Town since 2021; however, the existing contract has expired. While staff intends to issue a new Request for Proposals (RFP) in early 2026 for an updated on-call contract, time is of the essence to advance the SWAMP preliminary engineering in order to meet the 2026 grant deadline. Because Mead & Hunt prepared the SWAMP and developed the original "Florida T" engineering concept, staff believes it is in the Town's best interest to continue with the firm for preliminary engineering and related services.

Mead & Hunt has submitted a proposal of \$175,000 to complete the following tasks:

- Topographic survey
- Traffic analysis
- Coordination and approval with the Maryland State Highway Administration
- Roadway and signal design
- Estimate of probable construction cost



- Preliminary stormwater management concept plan
- Environmental review and pre-permitting activities

Mead & Hunt has committed to utilizing local La Plata-area firms for specialty subconsultant services. DH Steffens, a La Plata-based firm, will perform the topographic survey, representing approximately 20% of the total project budget.

Award of the proposed Professional Services Agreement must comply with the Town Charter and SS4A grant requirements, including competitive bidding or exemption provisions, a qualifications-based selection process for engineering services, and applicable federal contract terms. Mead & Hunt currently holds a federally compliant contract with the City of Cambridge for SS4A-related engineering services and has agreed to extend all terms and conditions of that contract—including maximum labor rates—to the Town of La Plata.

The detailed concept plan and cost estimate are due to the Town and the State Highway Administration by May 1, 2026.

FISCAL IMPACT:

This project will be funded through the Safe Streets for All grant program, along with the required local match that has been appropriated in the FY2026 budget under the Capital Asset budget and Capital Improvement Plan. The total project budget is \$175,000, with \$90,000 budgeted in FY2026 and the remaining balance in FY2027. A FY2026 budget amendment may be required if expenditures originally planned for FY2027 occur sooner than anticipated.

STRATEGIC PLAN ALIGNMENT:

The SWAMP Preliminary Engineering project exemplifies how the Town's Strategic Plan guides investment decisions. It translates the Town's four foundational pillars—Fair Governance, Operational Excellence, Economic Prosperity, and Community Identity—into action by improving safety, mobility, and sustainability for all residents while fostering responsible growth and fiscal stewardship.

Good Governance

- Ensures transparent and data-driven decision making through professional analysis, public input, and coordination with the Maryland State Highway Administration.



- Aligns directly with the Comprehensive Plan’s transportation and safety objectives.

Operational Excellence

- Leverages the expertise and continuity of Mead & Hunt, the firm that prepared the SWAMP, to maximize efficiency and minimize rework.
- Establishes clear deliverables—including traffic analysis, cost estimates, and concept design—for performance tracking.
- Utilizes advanced technology tools (GIS, traffic modeling, environmental screening) consistent with the Town’s goal of technology-enabled service delivery.

Economic Prosperity

- Improves transportation access and safety on US 301, supporting residential, commercial, and mixed-use growth in southwest La Plata.
- Strengthens the local economy by engaging La Plata-area firms such as DH Steffens for survey and subconsultant work.

Community Identity

- Advances safe, multimodal connectivity, promoting walking, biking, and reduced vehicle conflict points.
- Incorporates environmentally responsible design practices, including stormwater management and low-impact development features.
- Enhances La Plata’s small-town character by improving access and aesthetics along key corridors.
- Reflects the Town’s ongoing commitment to sustainability, livability, and community cohesion.

SUSTAINABILITY CONSIDERATIONS:

The Southwest Access Management Plan (SWAMP) and the proposed “Florida T” intersection improvements support the Town’s long-term sustainability and resiliency goals by improving roadway safety, reducing congestion, and supporting more efficient travel patterns. The design approach emphasizes multimodal access and reduced vehicle conflict



points, which can lower greenhouse gas emissions associated with idling and stop-and-go traffic.

The continuation of work with a consultant already familiar with the SWAMP also minimizes redundant efforts, conserving both financial and environmental resources.

ADA COMPLIANCE:

The SWAMP Preliminary Engineering project includes intersection improvements at US 301 and Glen Albin Drive and at Catalpa Drive. Ensuring ADA compliance is critical to providing safe, equitable, and accessible transportation for all users, including people with disabilities.

RECOMMENDED ACTION:

Waive the competitive bidding requirements of the Town Charter pursuant to Chapter 43, Section 43-2 C, which allows for “piggybacking” another competitively sourced local government contract (in this case, would be the city of Cambridge.

Authorize the Town Manager to enter into a Professional Services Agreement with Mead & Hunt for the SWAMP improvements in an amount not to exceed \$175,000.

Authorize the Town Manager to apply for a Safe Streets for All or other discretionary grant for the SWAMP improvements and, if awarded, to amend the Professional Services Agreement with Mead & Hunt not to exceed the amount of the grant and required matching funds, subject to appropriation.

ATTACHMENTS:

- Resolution 25-29 Southwest Access Management Plan – Professional Engineering Services

MEAD AND HUNT, INC.
PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement form the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant") upon acceptance of the attached Proposal by the Client. The Scope of Work, Project Cost and Project Schedule sections of the attached Proposal are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement.

Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the Proposal are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original Scope of Work established by the Proposal, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Proposal or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or work order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or work order constitute an estimate of the tasks and fees required to perform the Scope of Work. The Scope of Work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if the during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the Proposal or the applicable purchase order or work order. Taxes will be added to all invoices as applicable,

unless/until a properly completed and valid tax-exemption form is received.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to accountsreceivable@meadhunt.com is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination.

Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance

with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable Project or construction costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual construction or Project costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Proposal.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended.

Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) days' written notice to the other party.

Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent; files a petition in bankruptcy; is adjudicated bankrupt; has an assignee; referee, receiver or trustee appointed in any creditor action; has a petition in bankruptcy filed against it which is not vacated within thirty (30) days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination.

Article 11. Notice to Parties

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:

Name

Address

Address 2

Email

Client Project Manager:

Name

Address

Address 2

Email

For Notices made pursuant to Article 12:

Legal Department: Mead and Hunt, Inc.

6737 W Washington Street, Suite 3500

West Allis, WI 53214

notices@meadhunt.com

For Notices made pursuant to Article 12:

Client Legal Department (optional)

Address

Address 2

Email

Article 12. Dispute Resolution

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in any state or federal court in the State in which the Project is located. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs. Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the

Project is located, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in the State in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement.

Article 14. Indemnification

Subject to the limitations provided in Article 15, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees.

Subject to the limitations provided in Article 15, Client agrees to indemnify and hold harmless Consultant, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Client or Client's subcontractors, employees or agents; provided, however, Client will not be obligated to indemnify Consultant with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Consultant or Consultant's agents, employees or subcontractors.

Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO \$100,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER.

Article 16. Insurance

Consultant shall maintain the following insurance coverage during the time it is performing services hereunder. Consultant disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Consultant.

- A. Worker's Compensation:
 - of a form and in an amount as required by state law
- B. Employer's Liability:
 - \$1,000,000 each accident
 - \$1,000,000 disease, each employee
 - \$1,000,000 disease, policy limit
- C. Automobile Liability (including all owned, hired and non-owned vehicles):
 - \$1,000,000 each accident
- D. Commercial General Liability (bodily injury and property damage — combined single limit):
 - \$1,000,000 each incident
 - \$2,000,000 annual aggregate
- E. Errors and Omissions:
 - \$5,000,000 each incident
 - \$10,000,000 annual aggregate

Article 17. Review of Contractors Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Proposal, this Agreement shall not be construed as imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files. Client hereby agrees to indemnify and hold Consultant harmless against all claims of any nature resulting from viruses transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this Project, or any other project without the prior express written consent of Consultant. Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages or losses arising out of any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client, are Instruments of Service of Consultant created for this Project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client's sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other human-made objects beneath the surface of the Project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to Client, or using a manifest signed by Client as a generator, be transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport and disposal of all such samples. Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TSDFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants or other contaminants found or identified in conjunction with work performed hereunder.

Article 23. Third Party Rights

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

Article 25. Lien Notice

Consultant hereby notifies Client that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 28. Entire Agreement

The parties agree that this Agreement, together with proposals and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 30. Contract Amendments

Any amendments to the Proposal or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

Article 31. Execution of Agreement

These Terms and Conditions of Agreement are cross referenced in Consultant's Proposal and are accepted when the Proposal is executed by the Client or when the Client authorizes Consultant to proceed with the Scope of Work. Client's representative represents that he/she is duly authorized to enter into and sign this Agreement. The parties agree that Consultant's Proposal may be executed by Client and delivered to Consultant via facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original.



**Southwest Access Management Plan –
Preliminary Engineering for US 301 between Glen Albin Drive and Catalpa Drive
Scope of Services
October 1, 2025**

Project Understanding

Mead & Hunt proposes to advance design of the “Florida T” intersections along US 301 between Glen Albin Drive and Catalpa Drive through the 30% design phase, including preliminary concurrence from the State Highway Administration. This work builds from the Town of La Plata Southwest Access Management Plan, Dated May 2023.

Mead & Hunt’s Scope of Services

The following Scope of Services identifies assumptions upon which Mead & Hunt has relied upon in determining our effort, fee, scope and schedule for the project. Mead & Hunt’s scope includes the tasks listed below:

- Task 1 – Project Management
- Task 2 – Data Collection/Site Visit
- Task 3 – Update Traffic Analysis
- Task 4 – SHA Concurrence
- Task 5 – Environmental Coordination (Blackwater)
- Task 6 – Survey (DH Steffens)
- Task 7 – 30% Preliminary Engineering
- Task 8 – Storm Drain/Stormwater
- Task 9 – Basis of Design Report

Task 1 – Project Management

Mead & Hunt will monitor and control the effort and progress of the proposed services as follows:

- Prepare subconsultant agreements.
- Monitor subconsultant progress and review/approve invoices.
- Prepare monthly Progress Reports and client invoices.
- Prepare, monitor and adjust CPM schedule.
- Stakeholder coordination

Deliverables: Monthly Progress Reports (including monthly CPM Schedule updates)

Project design coordination meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include the Mead & Hunt PM and task leads, Town of La Plata, and subconsultants, as necessary. Mead & Hunt will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting, and prepare meeting minutes for a project kickoff meeting and up to six (6) additional progress meetings (review meetings are included separately). Progress meetings are anticipated every four to six weeks. We will consult with Town Staff prior to each meeting to get input regarding the agenda. These meetings will all be held remotely via Teams/Video.

Deliverables: Meeting Notice, Agenda and Minutes (Up to six (6) remote coordination meetings total)

Task 2 – Field Data Collection/Site Visit

Mead & Hunt will conduct a field reconnaissance and site review with Town Staff to review existing conditions against the developed alternatives. Additional field information will be recorded using notes and digital photos. If any additional data is needed, we will work with Town staff to obtain the necessary documents.

Deliverables: Field Site Notes

Task 3 – Update Traffic Analysis

Mead & Hunt will gather traffic data necessary for updating pertinent portions of the Town of La Plata Southwest Access Management Plan, needed to evolve the alternatives and satisfy SHA access control requirements. We will review the evolution of adjacent development projects. Traffic analysis will be completed using Synchro, Vissim or other models in support of the alternatives.

Deliverables: Traffic Data Collection and Study

Task 4 – SHA Concurrence

Based on the traffic analysis and using the preliminary concept from the May 2023 SWAMP report, Mead & Hunt will meet with SHA, and review and refine the concept to gain preliminary concurrence on the design approach. Once concurrence is gained, Mead & Hunt will enter the project into SHA's Access Management portal for assignment of project identification and future coordination purposes.

Deliverables: SHA letter of concurrence and project identification #

Task 5 – Environmental Planning and Preliminary Approvals (to be performed by Blackwater Environmental Group)

- Conduct desktop review of the study area of sufficient length and width to be able to identify sensitive environmental resources such as forest/forest conservation areas, federal and state rare/threatened/endangered species, wetlands/waterways, wetlands of special state concern, 100-year floodplains, historic and archeological resources, easements/protected lands related to natural resources, parkland, etc.
- Complete one (1) field reconnaissance effort within public rights of way to visually verify identified resources, where easily accessible.
- Perform NEPA “trilogy coordination” initiate consultation/coordination with the Maryland Historical Trust (MHT), Maryland Department of Natural Resources Environmental Review Division and Wildlife and Heritage Service, and US Fish and Wildlife Service (USFWS). Prepare NEPA Categorical Exclusion and coordinate approval with FHWA.

Deliverables: NEPA Categorical Exclusion

Task 6 – Survey (to be performed by DH Steffens)

- Establish horizontal and vertical project. Perform ties to local NGS monuments to validate the survey.
- A closed loop traverse and differential levels will be performed through the project limits and referenced to a minimum of three (3) physical points for your use in preparing the control diagrams for your plans.
- Perform a topographic survey of approximately a quarter mile corridor. We will locate all existing features including roadway crown, pavement markings, pavement edges, roadside ditches, curbs, signs, sidewalks, steps, walls, building corners, sheds, guard rails, landscape areas, utility poles, fences, surface utility structures, etc.

- Locate tree canopy line of forested area and up to one (100) hundred individual trees over 12" DBH as well any trees delineated by others within the forested area. We will also locate any significant or planted trees in open areas within the project limits.
- Field locate up to thirty (30) utility structures for storm drain and sewer within the project limits including one structure beyond. Inverts will be obtained where possible. Inverts may not be obtainable for structures that are welded, rusted, bolted, and/or sealed shut, paved over or covered with materials or vehicles, filled with debris or water, requires MOT or an OSHA Confined Space Entry, elevated above grade, or offset inside the structure where the invert is not accessible. Prepare a topographic CADD file with one-foot contour intervals in AutoCAD format. An accurate DTM will be generated using Civil 3D with adequate break lines and spot shots.

Task 7 – Preliminary Engineering 30% Plans

Mead & Hunt will prepare preliminary engineering and submit the set for review. The following items are included in this task:

- Confirm and document required design criteria.
- Define the horizontal and vertical geometry of the preliminary design layout.
- Define and detail the cross-sectional elements including lanes, tapers and transitions, curb and gutter, sidewalk, shoulders, pedestrian facilities, etc.
- Define the layout of the proposed roadway and intersection improvements.
- Prepare review drawings for a 30% Design Meeting with the Town and SHA.
- Prepare Roadway Design: The proposed improvements will include roadway improvements; which will include as warranted – circulation analysis, approach tapers, ADA ramps, sidewalk/ bike lanes, grading limits, retaining walls, and lighting.
- Develop roadway plans with the existing topo features, proposed improvements, horizontal alignment, and construction notes on the plans. The roadway plan will include construction and quantity notes and identify any property outside of the Town rights-of-way, if any
- Prepare roadway profiles.
- Develop signing and striping plans.
- Develop high level construction phasing plans (proof of concept).
- Evaluation of existing drainage and preparation drainage and storm sewer plans.
- Prepare quantities and Estimate of Probable Construction Cost:
- Perform internal quality control and quality assurance (QC/QA).

The following plan sheets are assumed to be included with the 30% submittal:

- | | |
|-------------------------------------|--|
| • Title Sheet | • Removal Plans |
| • General Notes | • Roadway Plans & Profiles |
| • Summary of Approximate Quantities | • Drainage Layout |
| • Survey Control Diagram | • Utility Plans |
| • Typical Sections | • Signing & Striping Plans |
| • Geometric Layout Plans | • Construction Phasing & Traffic Control Concept |

Deliverables: Design Criteria; Preliminary Plan Set; Engineers Opinion of Probable Construction Costs, Meeting minutes.

Task 8. Drainage & Stormwater Management

The scope of this task will be developed jointly with SHA upon project initiation.

Deliverables: SWM Concept Plan and Hydraulics Report

Task 9. Basis of Design Report

Mead & Hunt will prepare a written narrative that summarizes all of the information described above and provides a “road map” and discussion of key issues for final design documents.

Responsibilities of The Town of La Plata

Our Scope of Services and Compensation are based on The Town of La Plata performing or providing the following:

- A designated representative with authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Access to the project site.
- Available data, drawings, and information related to the project.
- Review of prepared plans within three weeks of receipt.
- Supply information related to Town standards and preferences to assist with design and project development details.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.

Work Not Included in the Scope of Services

- The following items are excluded from this agreement and will be provided by Mead & Hunt as an Additional Service only as authorized by the town, if necessary: Subsurface Utility Engineering; Structural Design; Traffic Signal and Street Lighting Design. These items are typically designed at the 60 – 90% design stages.

Project Schedule

We anticipate a design schedule of 9 months from NTP.

Compensation

The work described under the Scope of Services will be performed on a time and materials using rates in the Cambridge SS4A. Consultant shall be able to adjust the task-by-task costs provided that contract in a total amount not to exceed \$175,000. The A summary of our fee is below on a task-by-task basis.

Task	Estimate
1 – Project Management	\$ 13,000.00
2 – Data Collection/Site Visit	\$ 5,000.00
3 – Update Traffic Analysis	\$ 11,000.00
4 – SHA Concurrence	\$ 6,000.00
5 – Environmental Planning	\$ 15,900.00
6 – Survey (DH Steffens)	\$ 9,800.00
7 - 30% Preliminary Engineering	\$ 103,000.00
8 – Drainage and Stormwater Management	\$ 9,300.00
9 – Basis of Design Report	\$ 2,000.00
Total	\$ 175,000.00

Exhibit A. Standard Terms & Conditions



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Chuck Stevens
DEPARTMENT: Executive
TYPE: Town Council Resolution
SUBJECT: La Plata Bikeway Project – Additional Services

BACKGROUND:

At the October 28, 2025, Town Council meeting, Council received a presentation on the La Plata Bikeway Project, which will create an approximately 2.25-mile shared-use path from Milton Somers Middle School to Laurel Springs Regional Park.

When completed, the La Plata Bikeway will connect to existing trails, forming an approximately 12-mile shared-use path to St. Charles and Waldorf, benefiting both town and county residents.

After three and a half years of engineering and environmental reviews, as well as coordination with Charles County, the State Highway Administration, and adjacent property owners, the project is now in its final phase of engineering and permitting. Construction advertisement is anticipated for June 2026.

The total project cost is approximately \$3.6 million, funded by federal, state, county, and town sources.

Current Action

As outlined in the attached scope of work, a final tranche of pre-construction engineering and related services is required to complete the design and prepare bid documents in accordance with federal requirements.

Mead & Hunt has submitted a scope of work and fee proposal totaling \$78,460, of which it is anticipated that Charles County will reimburse approximately one-third. While much of the previously defined work has been completed, some tasks necessary for final design were “crowded out” by other priorities, necessitating this additional proposal.



Contract History

- October 27, 2021: The Town Council approved an on-call professional services agreement with Mead & Hunt for transportation planning, engineering, and related services.
- February 18, 2022: The Town Manager issued a Notice to Proceed for engineering services for the Radio Station Road Sidepath (now known as the La Plata Bikeway) in the amount of \$432,000. This phase achieved 90% design plans and approvals, 75% funded by the MDOT Bikeways Program.
- June 15, 2023: The Town Manager issued a Notice to Proceed for additional engineering services to advance the project from 90% design to final plans, specifications, and estimates, including environmental, utility, and right-of-way approvals, in the amount of \$159,859. This phase was funded from the Town's reserve balance.
- May 2024: Charles County Government agreed to extend the La Plata Bikeway project to Rosewick Road, requiring further engineering and related services. The Town authorized Mead & Hunt to perform this work in the amount of \$189,591.91, which is anticipated to be fully reimbursed by the County.

FISCAL IMPACT:

Total Fee Proposal: \$78,460

Anticipated County Reimbursement: Approximately one-third of total cost \$26,153.

Town Share: Approximately two-thirds, funded through existing project allocations by the MDOT Bikeways grant or the Town's reserve fund balance, or Safe Streets for All grant reallocation.

STRATEGIC PLAN ALIGNMENT:

The La Plata Bikeway Project embodies the Town's four foundational pillars—Good Governance, Operational Excellence, Economic Prosperity, and Community Identity—while promoting sustainability, accessibility, and public engagement. It represents a model initiative for implementing the Comprehensive Plan and achieving the Town's strategic vision for a connected, vibrant, and sustainable community.



Operational Excellence

Strategic Goal: Consistently offer services that meet or exceed reasonable expectations by maintaining high levels of customer service in day-to-day interactions.

- The La Plata Bikeway Project demonstrates operational excellence through transparent planning, interagency coordination, and adherence to established procedures in accordance with federal and state standards.
- By investing in long-term infrastructure planning and implementing a well-designed, multimodal transportation facility, the Town ensures high-quality public services that enhance daily life for residents.

Economic Prosperity

Strategic Goal: Strategically grow the Town's economic base through balanced residential, commercial, and industrial growth and by enhancing the downtown core.

- The Bikeway promotes connectivity between residential neighborhoods, schools, parks, and commercial areas, supporting the Town's goal of a dynamic, mixed-use environment that attracts residents and visitors.
- Improved bicycle and pedestrian access enhances local business visibility and visitor activity, contributing to economic vitality in downtown La Plata and surrounding corridors.

Community Identity

Strategic Goal: Protect environmental resources, promote sustainability, and create community amenities that reflect La Plata's small-town character and walkable design.

The project directly advances this goal by expanding walkability, connectivity, and safe routes between key community destinations.

It promotes environmental stewardship through reduced vehicle dependency and greenhouse gas emissions, aligning with the Town's commitment to sustainable growth and open space preservation.

Good Governance

Strategic Goal: Ensure fair and transparent decision-making processes and manage all assets as a responsible fiduciary.



- The La Plata Bikeway Project reflects fiscal responsibility through the leveraging of federal, state, county, and local funding sources to minimize the Town's direct financial burden.
- The multi-year coordination with partner agencies demonstrates accountable and transparent governance.

Citizen Engagement

Strategic Goal: Promote citizen engagement by creating programs that encourage participation across diverse backgrounds.

- The shared-use path provides inclusive access to mobility and recreation, ensuring equitable benefit across residents of all ages, abilities, and backgrounds.
- The Bikeway Project has engaged the community through public meetings and coordination with schools, residents, and adjacent property owners, aligning with the Town's emphasis on transparent and participatory decision-making.

SUSTAINABILITY CONSIDERATIONS:

The La Plata Bikeway Project supports the Town's sustainability and livability objectives by promoting active transportation, reducing vehicle dependency, and enhancing regional connectivity for bicyclists and pedestrians. The shared-use path will:

- Encourage non-motorized travel, reducing greenhouse gas emissions and traffic congestion.
- Provide safe and accessible routes for students, commuters, and recreational users.
- Support public health through increased opportunities for outdoor physical activity.
- Utilize existing transportation corridors to minimize environmental disturbance.



ADA CONSIDERATIONS:

The La Plata Bikeway will ensure access, allowing residents of all ages and abilities to safely use the trail. Compliance with ADA is not only a legal requirement but also supports the Town's values of equity, inclusion, and community engagement.

The shared-use path will comply with ADA Standards for Accessible Design, ensuring that people with mobility devices can safely navigate the trail. The surface will be smooth, with a width to accommodate two-way traffic. Path entrances/exits will have curb cuts and ramps connecting to streets sidewalks and parking areas.

RECOMMENDED ACTION:

Authorize the Town Manager to execute a task order with Mead & Hunt in the amount of \$78,460 for final engineering and related services necessary to complete the La Plata Bikeway Project design and prepare for construction advertisement.

ATTACHMENTS:

- Resolution 25- 30 La Plata Bikeway – Additional Services – Mead & Hunt
- Mead and Hunt, Inc. Professional Services Terms and Conditions of Agreement
- Mead and Hunt Bikeway Design Scope of Work



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Chuck Stevens
DEPARTMENT: Executive
TYPE: Town Council Resolution
SUBJECT: La Plata Bikeway Project – Non-Tidal Wetlands Permit – In-Lieu Fee Agreement

BACKGROUND:

At the October 28, 2025, Town Council meeting, the La Plata Bikeway project was presented. The project will create a 2.25-mile shared-use path from Milton Somers Middle School to Laurel Springs Regional Park, connecting to a 12-mile path to St. Charles and Waldorf. Construction is expected to be advertised in June 2026, with a total cost of \$3.6 million, funded by federal, state, county, and town sources.

The project impacts non-tidal wetlands at Clarks Run and along Radio Station Road, requiring a Joint Permit Application (23-NT-0210/202361439) with MDE and the U.S. Army Corps of Engineers. Wetland impacts include 12,370 sq. ft. of Palustrine Forested Wetlands (2:1 mitigation) and 1,497 sq. ft. of Palustrine Emergent Wetlands (1:1 mitigation). MDE approved an In-Lieu Fee of \$156,409, avoiding at least \$500,000 in costs and an 18-month delay from in-kind mitigation. About 65% of mitigation is on Charles County land, which will reimburse the Town under a pending agreement.

FISCAL IMPACT:

The In-Lieu Fee payment for MDE's Nontidal Wetland Compensation Fund will be paid for by the MDOT Bikeways grant or SHA Transportation Alternatives grant which is appropriated in FY2026 General Fund Capital Budget. The funds are appropriated and Charles County will reimburse the Town \$99,456.47.

STRATEGIC PLAN ALIGNMENT:

The La Plata Bikeway advances the Town's strategic goals by promoting transparent, well-planned decision-making through formal permitting and environmental review processes. It fosters citizen engagement by providing safe, accessible recreational and transportation opportunities. The project demonstrates fiscal responsibility by leveraging multiple funding sources and using cost-effective wetland mitigation, with shared costs reimbursed by



Charles County. Operationally, it strengthens infrastructure and connectivity, while enhancing the downtown core and supporting local economic activity. The bikeway also reinforces community identity by improving walkability, sustainability, and access to parks and regional destinations, contributing to La Plata's long-term environmental stewardship and quality of life.

SUSTAINABILITY CONSIDERATIONS:

The La Plata Bikeway incorporates environmental, social, and economic sustainability. Environmentally, the project minimizes permanent wetland impacts through careful planning, mitigation, and the use of an In-Lieu Fee to avoid costly in-kind wetland creation. It promotes green transportation by providing safe, non-motorized travel options, reducing vehicle emissions, and encouraging active lifestyles. Socially, it enhances community connectivity, access to parks, schools, and recreational areas, and supports equitable access for residents of all backgrounds. Economically, it strengthens the downtown core, encourages local business activity, and maximizes public investment by balancing cost-effective construction with long-term infrastructure benefits.

ADA CONSIDERATIONS:

The La Plata Bikeway will ensure access, allowing residents of all ages and abilities to safely use the trail. Compliance with ADA is not only a legal requirement but also supports the Town's values of equity, inclusion, and community engagement.

The shared-use path will comply with ADA Standards for Accessible Design, ensuring that people with mobility devices can safely navigate the trail. The surface will be smooth, with a width to accommodate two-way traffic. Path entrances/exits will have curb cuts and ramps connecting to streets sidewalks and parking areas.

RECOMMENDED ACTION:

Authorize the Town Manager to execute the Joint Permit Application (23-NT-0210/202361439), on behalf of the Town of La Plata; to make payment of the In-Lieu Fee; and to take other conforming or related actions as to wetlands on behalf of the Town as may be necessary.



La Plata
MARYLAND

FOR LEGISLATIVE USE ONLY

Item Number: 2025-1580

Date of Meeting: November 18, 2025

ATTACHMENTS:

- Resolution 25-31 La Plata Bikeway Project – Non-Tidal Wetlands Permit – In-Lieu Fee Agreement
- MDE Nontidal Wetland Compensation Fund Payment instructions



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Kelly Phipps
DEPARTMENT: Legislative
TYPE: Town Council Resolution
SUBJECT: Town Council Calendar Year 2026 Meeting Schedule and
Fiscal Year 2027 Schedule of Events

BACKGROUND:

Town Charter § C3-4 and Chapter 13-1 of the Town Code dictate that the Town Council shall hold regular meetings at such time as may be prescribed by its rules but not less frequently than once each month. In order to ensure government transparency and to provide equitable opportunities for public engagement in the decision-making processes that affect their lives, the Maryland Open Meetings Act (OMA) requires State and local public bodies to hold their meetings in a manner that is open to the public and to give the public adequate notice of those meetings and their expected content.

The Government Finance Officers Association (GFOA) echoes this principle in its best practices: “Good public participation practices can help governments be more accountable and responsive to their communities, and can also improve the public’s perception of governmental performance and the value the public receives from their government. Transparency is a core value of governmental budgeting. Developing a transparent budget process will improve the government’s credibility and trust within the community.”

FISCAL IMPACT:

There is no direct financial impact associated with this agenda item. However; public input on decisions about service levels and preferences, community priorities, and organizational performance can affect organizational budgetary priorities.

STRATEGIC PLAN ALIGNMENT:

- Town Core Value of Community Engagement & Citizenship: “By serving as responsible stewards, we promote opportunities for our residents to see reward in giving back and help them become involved as good neighbor.”
- Town Core Value of Accountability: “Through a foundation built on transparency, we are answerable to each other and our community.”



- Town Core Value of Respect: “We earn respect by building trust through actions and conducting ourselves with integrity and professional decorum.”
- Town Core Value of Equity: “By engaging with the community, listening to citizens, evaluating their concerns, and addressing needs, we model our commitment to one another.”
- Goal #1, Good Governance: “Ensure fair and transparent decision making processes by following established procedures.”
- Goal #1, Good Governance: “Promote citizen engagement by creating policies and programs that encourage participation by a wide audience of races, ethnicities, and backgrounds.”
- Goal #4, Community Identity: “Increase awareness of activities and opportunities for public engagement and collaboration by expanding social media use, website access, and/public participation platform interactions.”

SUSTAINABILITY CONSIDERATIONS:

When done correctly, public involvement creates the opportunity for mutually equitable outcomes, growth that increases economic vitality, and environmental stewardship. These initiatives can result in a more equitable, environmentally responsible, and economically healthy La Plata that is appreciated by residents, businesses, and visitors.

ADA CONSIDERATIONS:

Town Hall facilities comply with current ADA requirements for accessibility. Members of the public wishing to observe the decision-making process remotely may do so via Microsoft Teams. Recordings of open meetings are publicly accessible via the Town’s meeting management platform and YouTube channel, generally within two working days. Open meetings are recorded with live captioning.

RECOMMENDED ACTION:

Adopt Resolution 25-28, “La Plata Town Council 2026 Meeting Schedule and Fiscal Year 2027 Budget Schedule of Events.”



La Plata
MARYLAND

FOR LEGISLATIVE USE ONLY

Item Number: 2025-1568

Date of Meeting: November 18, 2025

ATTACHMENTS:

- (1) Council of the Town of La Plata 2026 Meeting Schedule
- (2) Calendar of events for the preparation and adoption of the Town of La Plata Financial Plan/Budget for Fiscal Year 2027



Council of the Town of La Plata 2026 Meeting Schedule

Regular Meetings of the Town Council are scheduled for **6:00 PM** on Tuesdays unless otherwise stated and are subject to change. Additional meetings may be scheduled as needed.

JANUARY		FEBRUARY	
Regular Meetings	January 13, 2026 January 27, 2026	Regular Meetings	February 10, 2026 February 24, 2026
MARCH		APRIL	
Regular Meetings	March 10, 2026	Regular Meetings	April 14, 2026 April 28, 2026
Special Meeting	March 17, 2026		
Regular Meeting	March 24, 2026		
MAY		JUNE – MML Summer Conference 06/14-17	
Regular Meeting	May 12, 2026 May 26, 2026	Regular Meetings	June 09, 2026 June 23, 2026
JULY		AUGUST	
Regular Meeting	July 28, 2026	Regular Meetings	August 11, 2026 August 25, 2026
SEPTEMBER		OCTOBER MML	
Regular Meetings	September 08, 2026 September 22, 2026	Regular Meetings	October 13, 2026 October 27, 2026
NOVEMBER		DECEMBER Fall Conference 12/02-04	
Regular Meetings	November 10, 2026 November 24, 2026	Regular Meetings	December 08, 2026 December 22, 2026

Regular Meetings of the Town Council are scheduled for the 2nd and 4th Tuesdays of each month, unless rescheduled or canceled. Special Meetings and Closed Sessions may be scheduled as needed. When a meeting would fall on a scheduled holiday or planned event an alternate schedule has been adopted.

Meeting agendas with related documentation are published online on the Town's portal at <https://laplatamd.portal.civicclerk.com/> and are subject to change. Interested parties are encouraged to sign up for agenda notifications. Printed copies of the agenda are available upon request by contacting the Department of Legislative Services via phone as listed below or email at legislative@townoflaplata.org.

La Plata Town Hall
305 Queen Anne Street, P.O. Box 2268, La Plata, Maryland 20646
Main: (301) 934-8421 ~ Fax: (301) 934-3965
Web site: www.townoflaplata.org





TOWN OF LA PLATA
305 Queen Anne Street
Post Office Box 2268
La Plata, Maryland 20646

Calendar of events for the preparation and adoption of the Town of La Plata Financial Plan/Budget
for Fiscal Year 2027

DATE	EVENT
Monday, November 03, 2025	Budget development module available to Department Directors in Tyler Pro 10 to prepare their FY2027 Operating and Capital budget requests.
Tuesday, December 09, 2025	Town Council Regular Meeting: Establish policies and direction for the FY2027 Budget.
Monday, January 12, 2026	Deadline for all Department Directors to complete FY 2027 operating and capital budget for review by the Town Manager and Treasurer.
Monday, January 19, 2026 – Friday, January 23, 2026	The Town Manager and Treasurer meet to discuss the department's proposed budget.
Monday, January 26, 2026 – Friday, February 06, 2026	The Town Manager and Treasurer meet with Department Directors to align their budgets with service priorities and available resources.
Friday, February 13, 2026	Submit proposed Operating and Capital Budget to the Finance Committee for analysis and opinion on revenue projections and forecasts, budget fiscal sustainability, and financial condition (10 Point Test). Feedback is due 02/27/26.
Tuesday, March 03, 2026	Town Manager transmits Proposed FY2027 Operating & Capital Budget to Council.
Tuesday, March 17, 2026	Town Council Work Session: FY2027 Budget Discussion

DATE	EVENT
Tuesday, March 24, 2026	Town Council Regular Meeting: 1. Discussion on any outstanding General Fund and Enterprise Funds Budgets. 2. Discussion of fee schedule.
Friday, April 10, 2026 (Due by Noon on Tuesday 04/07/26)	1. Publication of notice of public hearing on Fee Schedule 2. Publication of notice of public hearing on Financial Plan Budget 3. Publication of notice of public hearing on Tax Rate. (If Applicable)
Tuesday, April 28, 2026	Town Council Regular Meeting: 1. Public Hearing and Public Comment on FY 2027 Fee Schedule. 2. Public Hearing and Public Comment on FY 2027 Financial Plan Budget 3. Public Hearing and Public Comment on Tax Rate. (If Applicable) 4. Introduction of Ordinance adopting the FY 2027 Fee Schedule. 5. Introduction of Ordinance adopting the FY 2027 Financial Plan Budget. 6. Introduction of Ordinance for FY 2027 Tax Rates.
Tuesday, May 12, 2026	Town Council Regular Meeting: Adoption of Ordinances for FY 2027 Tax Rates, Fee Schedule, and Financial Plan Budget.

COUNCIL OF THE TOWN OF LA PLATA
Ordinance 25-09

Introduced By: Mayor Jeannine E. James, by request
Date Introduced: November 18, 2025
Date Adopted:
Date Effective:

1 **AN ORDINANCE** concerning

2
3 **Amendment to Town of La Plata Fiscal Year 2026 Fee Schedule**

4
5 **FOR** the purpose of amending the Fiscal Year 2026 Fee Schedule, dealing with fees set by
6 the Town of La Plata; and all matters generally relating thereto.

7
8 **BY** repealing
9 Chapter 101 – Fees
10 Sections 101-1 through 101-7
11 Code of the Town of La Plata
12 (1998 Edition and Supplements)

13
14 **BY** adding
15 Chapter 101 – Fees
16 Sections 101-1 through 101-6
17 Code of the Town of La Plata
18 (1998 Edition and Supplements)

19
20
21 **SECTION 1: BE IT ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA** that
22 Chapter 101, Sections 101-1 through 101-6 of the Code of the Town of La Plata (1998 Edition
23 and Supplements) be and it is hereby repealed in its entirety, and new Chapter 101 Fees,
24 consisting of Sections 101-1 through 101-6, inclusive, is added to the Code of the Town of
25 La Plata (1998 Edition and Supplements) to stand in the place of the Chapter so repealed
26 and to read as attached hereto as Attachment 1.

27
28 **SECTION 2: AND BE IT FURTHER ENACTED** that this Ordinance shall become
29 effective at the expiration of fifteen (15) calendar days after its approval by the Council.
30

31
32
33

ADOPTED AND APPROVED by the Council of the Town of La Plata on _____.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Shelby Pritchett
Town Clerk

Tyjon C. Johnson, Councilman

Date _____

EXPLANATION:

CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

((Double Parentheses)) indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike Out~~ indicates matter stricken from bill by amendment or deleted from the law by amendment.

*** indicates existing law not depicted in bill and not being altered by bill

[Brackets] indicate renumbering of matter in existing law

Town of La Plata
FY2026
Adopted Fee
Schedule
(Amended)



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FY 2026 Schedule of Fees

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Recycling Per Quarter	7
Municipal Infractions	7

Fee Category	FY26 Fee Amount
101-1 ADMINISTRATION	
DOCUMENTS AND COPIES	
Standard Format (Letter, Legal, Ledger) Per Page	\$0.50
Large Format (Black and White) Per SF	\$0.50
Large Format (Color) Per SF	\$4.20
Comprehensive Plan Per SF	Actual Cost
Standard Specifications	\$78.30
Zoning Maps	Actual Cost
Accident Reports	\$10.00, plus \$0.50 per page after the initial ten pages
Incident Reports	\$10.00, plus \$0.50 per page after the initial ten pages
Records Request of Photos	\$20.00 per CD
Record Request of Video Recordings	\$70.00 per DVD
Record Request of Audio Recordings	\$70.00 per DVD
Records Request Research Fee	\$30.00 per hour starting with the third hour of research
Public Information Request	Calculated at Time of Request, Required Deposit of 50% of Calculated Cost
FACILITY RENTALS AND FEES	
Wills Park Town Resident /Nonprofit / For Profit (Daily Rental up to 8 hours)	\$146.00
Wills Park Town Based Youth and Senior Citizen Organizations, Town Home Owner's Association Meetings, La Plata Volunteer Fire Department, Charles County Rescue Squad and Port Tobacco Players	No Charge
Tilghman Lake Daily Rental Rate (Town Resident)	\$200.00
Tilghman Lake Daily Rental Rate (Non-Town Resident)	\$338.00
MISCELLANEOUS CHARGES AND FEES	
Returned Check Fee	\$38.70
Late Payment Penalty	10% Of the Total Due, Excluding the Bay Restoration Fee Due, Compounded Quarterly
Interest on Unpaid Utility Bill Balances (Excluding Bay Restoration Fee) From Prior Periods	16% APR
Credit/Debit Card Transaction Convenience Fees	No Charge
Utility Account Maintenance Fee (Per Quarter)	\$15.00
La Plata License Plate	\$35.00
SPECIAL EVENTS	
Special Event Vendor Fee (non-refundable)	\$27.00
Special Event Permit Application Fee	\$27.00
Special Event Permit Fee	\$108.00
Police Officer Staff for Special Event (Hourly per officer minimum 3 hours per officer)	\$73.00
Public Works Staff for Special Event (Hourly per worker minimum 3 hours per worker)	\$54.00
Penalty on Late Payment (50% of the total balance for Town staff hours will be due two business days before the event. The remaining balance shall be invoiced by the Town and due 30 days' net of the invoice date).	1% Of Unpaid Amount, Per Month or Fraction Thereof That the Payment Is Late
PENALTY ON OVERDUE TAXES	
Real Property (Fee Is in Addition to Interest Imposed in Town Charter §C8-15)	1/3 Of 1% Of Unpaid Amount, Per Month or Fraction Thereof That the Payment Is Late
Personal/Public Utility Taxes	1% Of Unpaid Amount, Per Month or Fraction Thereof That the Payment Is Late
BAY RESTORATION FUND CHARGES	
Residential Sewer Customers (Monthly)	\$5.00
Non-Residential Sewer Customers (Monthly)	\$5.00
Residential Sewer Customers (Quarterly)	\$15.00
Non-Residential Sewer Customers (Quarterly)	\$15.00
101-2 PLANNING DIVISION	
Annexation Petitions (Professional Services Agreement Required)	\$852.00, Plus Deposit for Actual Expenses
Zoning Amendment Petition	\$534.00, Plus Deposit for Actual Expenses
Board of Appeals Application for Variance, Special Exception, Appeal from An Administrative Decision, Home Occupation	\$338, Plus Deposit for Actual Expenses
Zoning Certification Letter	\$112.00
Engineering Review Fee	Actual Cost Plus 3%
Official Zoning Map Update (Excluding Final Plats) Per Lot	\$13.00
SUBDIVISIONS	
Major Subdivision Preliminary Plat Base Fee Per Plat	\$355.00
Major Subdivision Preliminary Plat Additional Per Lot Fee	\$19.00
Final Plat Base Fee Per Plat	\$365.00
Final Plat Additional Per Lot Fee	\$20.00
Fee In Lieu Of Parkland Dedication or Reservation, Payable at Time of Building Permit	\$2,743.00

SITE DEVELOPMENT PLANS	
Master Site Development Plan Review as Required by The Town's Zoning Code (TDX, PBPE, PRID, NCX)	\$831.00
Major Site Plan Review	\$971.00
Minor Site Plan Review	\$183.00
Proposed Improvement Plan Review for Water, Sewer, Storm Water Management and Streets	1% Of the Construction Costs, Not to Exceed \$8,140.00
Outside Review of Utility Plans - Water and Sewer (Hourly Rate)	\$160.00
Erosion and Sediment Control and Forest Harvest Operation Plan	Assessed & Collected by Charles Soil Conservation District
Resubmission Fee (After 3rd Submittal)	\$74.00
STORMWATER MANAGEMENT PLAN REVIEW	
Concept Stormwater Management Review (Step 1) - Application Fee	\$117.00
Additional Hourly Rate (Outside Review)	\$162.00
Site Stormwater Management Review (Step 2) - Application Fee	\$117.00
Additional Hourly Rate (Outside Review)	\$162.00
Final Stormwater Management Review (Step 3) - Application Fee	\$117.00
Additional Hourly Rate (Outside Review)	\$162.00
Fee In Lieu Of On-Site Storm Water Management, Payable at Time of Grading Permit Per SF	\$1.40
FOREST CONSERVATION REVIEW	
Forest Stand Delineation Plan Review	\$183.00
Forest Conservation Plan Review	\$295.00
Additional Per Acre Fee Per Acre of LOD	\$14.00
Payment Instead of Afforestation and Reforestation Per SF	\$0.75
TRAFFIC IMPACT REVIEW	
Traffic Study Impact Reviews for 20 residential units or less; any commercial use less than 5,000 square feet	\$268.00
Traffic Study Impact Reviews for 21 to 100 residential units; any commercial use greater than or equal to 5,000 square feet but less than 20,000 square feet	\$536.00
Traffic Study Impact Reviews for greater than 100 residential units; any commercial use greater than or equal to 20,000 square feet	\$1,000.00, Plus \$150.00 per hour; not to exceed \$3,000.00.
101-3 PERMIT DIVISION	
GRADING PERMIT APPLICATION FEES	
Grading & Control Costs 0-\$1000	\$51.00
Grading & Control Costs Over \$1,000	\$49.00, Plus 1% Of Grade and Control Costs, Limited to A Maximum Fee Of \$7,750.00
COMMERCIAL PERMITS	
New Construction, Apartments, Office Condominiums and Additions Application Fee	\$179 Plus \$0.10/sq.ft.
Interior Alterations and Accessory Structures (Sheds, Gazebos ETC.) Application Fee	\$150 Plus \$0.10/sq.ft.
Plan Revision Fee (PlanCheck)	\$0.075/sq.ft. OR \$128.00 min.
Large Cellular Towers / New	\$85.00/100ft. vertical OR \$161.00 min.
Cellular Site Upgrades/Antennas	\$87.00
Liquid Propane Fuel Tanks	\$65.00 Flat Rate per tank
Sign Permit Application Fee (Free Standing and Wall Mounted)	\$65.00
Sign Permit Application Fee (Temporary)	\$44.00
Temporary Structures (Portable Trailers, Tents ETC.)	\$215.00
Photovoltaic Arrays (PV) (Solar Panels)	\$0.10/sq.ft. OR \$134.00 min.
Swimming/Baptistry Pools	\$134.00
Retaining Walls (48" or greater from footing to top of wall)	\$0.10/sq.ft. OR \$156.00 min.
Demolition or Moving of Buildings	\$101.00
Accessibility Upgrade/Ramp	\$1.65/linear ft. OR \$118.00 min.
Exterior Deck/Balcony	\$0.50 sq.ft. OR \$179.00 min.
RESIDENTIAL PERMITS	
Home Builder Guarantee Fund	\$54.00
Residential New Construction and Additions (SFD, TH, Manufactured SFD)	\$180.00
Interior Alteration Application Fee	\$120.00
Per Square Foot Fee (Gross Square Footage)	\$0.10
Plan Revision Review Fee (PlanCheck)	\$0.075/sq.ft. OR \$129.00 min.
Structural Modifications	\$0.10/sq.ft. OR \$129.00 min.
Detached Accessory Structures (Storage Sheds, Gazebos ETC.)	\$0.10/sq.ft. OR \$150.00 min.
Sign Permit Application Fee (Free Standing and Wall Mounted)	\$65.00
Sign Permit Application Fee (Temporary)	\$44.00
Exterior Deck/Balcony	\$0.50 sq.ft. OR \$118.00 min.
Exterior Ramp /Standalone	\$1.50/linear ft. OR \$107 min.
Retaining Wall (48" or greater from footing to top)	\$1.65/Linear ft. OR \$118.00 min.
Photovoltaic Arrays (PV) (Solar Panels)	\$0.10/sq.ft. OR \$134.00 min.
Fireplace/Woodstove Insert	\$0.10/sq.ft. OR \$65.00 min.
Swimming/Hot Tubs	\$108.00
Demolition and Moving of Buildings	\$101.00

UTILITY SERVICE PERMITS	
Residential Water Connection Charges	
Residential Water Connection - Less Than 700 Square Feet of Total Area	\$126.00
Residential Water Connection - More Than 700 Square Feet of Total Area	\$134.00
Residential Sewer Connection Charges	
Residential Sewer Connection - Less Than 700 Square Feet of Total Area	\$377.00
Residential Sewer Connection - More Than 700 Square Feet of Total Area	\$434.00
Commercial, Industrial, Quasi-Public or Public Facilities Water Connection (Based on Estimated Quarterly Water Consumption)	
0 To 15,000 Gallons	\$134.00
15,001 To 100,000 Gallons	\$333.00
100,001 Gallons and Above	\$473.00
Commercial, Industrial, Quasi-Public or Public Facilities Sewer (Based on Estimated Quarterly Water Consumption)	
0 To 15,000 Gallons	\$406.00
15,001 To 100,000 Gallons	\$1,053.00
100,001 Gallons and Above	\$1,418.00
Water Meters, Including Fittings and Appurtenances (Size in Inches)	
5/8" - 3/4"	\$798.00
1"	\$913.00
1.5"	\$1,052.00
2"	\$1,397.00
3"	\$2,656.00
4"	\$3,836.00
Other Sizes and Types (I.E., Compounds, 3+)	To Be Determined Upon Application
MAJOR FACILITY FEE PERMIT (Impact Fee Chapter 186)	
Major Facility Fee Residential SFD, TH, Duplex (Per Unit)	\$20,758.00
Apartments - Dwelling Unit is 700 SF or Less (Per Unit) Including Accessory Dwelling Units (ADU)	\$15,905.00
Apartments - Dwelling Unit is More than 700 SF (Per Unit) Including Accessory Dwelling Units (ADU)	\$18,347.00
Commercial, Industrial, and Public or Quasi-Public Facility Units (Per EDU)	
New or Enlarged Water and Sewer Service	\$20,121.00
Actual usage is 110% greater than estimated consumption after one (1) year	Calculated based on current rates minus any amount already paid
CERTIFICATE OF USE AND OCCUPANCY PERMIT	
Final Certificate of Use and Occupancy Permit Application Fee	\$89.00
Temporary Use and Occupancy Permit Application Fee	\$54.00
MISCELLANEOUS PERMITS	
Noise Permits	\$22.00
Public Works Permit (Work in Public Right-of-Way)	\$33.00
Mobile Food Service Facility Permit (Valid for one calendar year)	\$175.00
Home Office Permit	\$46.00
Electrical Permit	PlanCheck Cost
Mechanical Permit	PlanCheck Cost
Plumbing Permits	PlanCheck Cost
FARMERS MARKET PERMITS	
Saturday Only Seasonal	\$145.00
Saturday Only Daily	\$26.00
Wednesday Only Seasonal	\$93.00
Wednesday Only Daily	\$16.00
Saturday and Wednesday Seasonal	\$217.00
RENTAL OPERATING LICENSE (BIANNUAL RENEWAL AND INSPECTION FEES)	
Buildings Containing 4 Or Fewer Dwelling/Rooming Units (Excluding Hotels/Motels) - Per Unit	\$128.00
Buildings Containing 5 Or More Dwelling/Rooming Units (Excluding Hotels/Motels) - Per Unit	\$161.00
Hotels/Motels - 0 To 50 Rooms - Per Unit	\$290.00
Hotels/Motels - 51 To 100 Rooms - Per Unit	\$392.00
Hotels/Motels - Over 100 Rooms - Per Unit	\$483.00
Re-Inspection (Each Dwelling/Rooming Unit) - Per Unit	\$108.00
SMALL WIRELESS COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS OF WAY	
Application Fee for Placement or Modification of Small Wireless Telecommunications Facilities and Related Overhead and Underground Wiring, Cable, Hoses, Pipes, Poles and Similar Facilities.	
Up to Five Facilities	\$596.00
Each Additional Facility	\$120.00
Each New Pole	\$1,190.00
Actual Cost to Review Applications, If in Excess of Set Fees	Actual Cost
Access Fee, Per Small Wireless Communications Facility, Per Year	\$322.00
101-4 - INSPECTIONS	
New SFD, TH, MFD Dwelling Unit	
Building footing inspection	\$225.00
Building foundation inspection	\$225.00
Building foundation rebar inspection	\$225.00
Building slab inspection	\$225.00
Building framing inspection	\$225.00
Load path inspection	\$225.00
Building energy efficiency inspection	\$225.00
Building final inspection	\$225.00
Building Fire Rated Assembly (Party Wall) Inspection (TH and MFD Only)	\$225.00
Driveway entrance final inspection (As Applicable)	\$225.00

Manufactured / Industrialized Home: SFD	
Building footing inspection	\$200.00
Building foundation inspection	\$200.00
Building foundation rebar inspection	\$200.00
Building slab inspection	\$200.00
Building framing inspection	\$200.00
Load path inspection	\$200.00
Building energy efficiency inspection	\$200.00
Building final inspection	\$200.00
New Apartment Building (treated as commercial): APT	
Minimum Fee	\$2,250.00
Fee per square foot	\$0.60
Residential Additions, Alterations, Sheds, Pole Buildings	
Building Anchor Inspection	\$75.00
Building footing inspection	\$140.00
Building foundation inspection	\$125.00
Building foundation rebar inspection	\$125.00
Building slab inspection	\$135.00
Building framing inspection	\$175.00
Load path inspection	\$125.00
Building energy efficiency inspection	\$140.00
Building final inspection	\$150.00
Building Fire Rated Assembly (Party Wall) Inspection	\$140.00
Decks, Retaining Wall, Solar Panels, Fireplace/Woodstove and Swimming Pools Etc.	
Building Footing inspection	\$125.00
Building Framing Inspection	\$125.00
Building final inspection	\$135.00
New Commercial, Industrial, and Additions: NC CAD	
Minimum Fee	\$2,250.00
Fee per square foot	\$0.60
Commercial and Industrial Alterations: CAL	
1500 sq ft or less - Minimum Fee	\$675.00
Fee per square foot if greater than 1500 sq. ft.	\$0.35
Commercial and Industrial for Change of Occupancy (no construction): GC	
Building final inspection	\$50.00
Fire Safety	\$50.00
Electrical final inspection	\$50.00
Plumbing final inspection	\$50.00
Mechanical final inspection	\$50.00
Tents/Stages (carnivals, circuses, events): MIC	
Building Anchor Inspection	\$75.00
Building framing inspection	\$175.00
Building final inspection	\$175.00
Accessory Storage Building: MIC	
Building footing inspection	\$140.00
Building final inspection	\$175.00
Signs: SGN	
Freestanding: Footing inspection	\$100.00
Freestanding: Final inspection	\$125.00
Wall: Anchor inspection	\$75.00
Wall: Final inspection	\$125.00
Antenna Tower: MIC	
Building footing inspection	\$125.00
Building final inspection	\$125.00
Buried Fuel Tank and Piping: MIC	
Pre-concealment	\$75.00
Final inspection	\$125.00
Sales/Construction Trailer: MIC	
Final inspection	\$125.00
Re-inspection (When necessary to make an additional trip to the site, to re-inspect an incomplete or incorrect installation, or if inspection is not ready as scheduled, or any of the above areas.)	
Re-Inspection Fee	\$125.00
Single Inspection Fee (all building types as ordered by the Code Official such as a preliminary inspection)	
Inspection fee (Residential)	\$125.00
Inspection fee (Commercial)	\$125.00
Temporary Use and Occupancy Inspection	
Inspection fee residential	\$140.00
PLUMBING AND GAS (WHEN INSTALLED)	
New Dwelling Unit: SFD/TH/MFD Single Unit/APT Single Unit	
Underground slab inspection	\$175.00
Rough-in inspection	\$180.00
Plumbing final inspection	\$180.00
Residential Alterations, Additions, Detached Structures/APT Single Unit: RAL, RAD, GCP, SHB	
Underground inspection	\$120.00
Rough-in inspection	\$140.00
Plumbing final inspection	\$140.00
New Commercial, Industrial, Alterations and Additions: NC CAD	
Minimum per building (up to 5 fixtures)	\$625.00
Cost for each fixture over 5	\$60.00

Demolition of a Building: DEM	
Demolition Inspection	\$125.00
Re-inspection (When necessary to make an additional trip to the site, to re-inspect an incomplete or incorrect installation, or if inspection is not ready as scheduled, or any of the above areas.)	
Re-inspection fee	\$200.00
Single Inspection Fee (all building types as ordered by the Code Official such as a preliminary inspection)	
Inspection fee (Residential)	\$125.00
Inspection fee (Commercial)	\$125.00
Miscellaneous Permit Inspection Fee (Hot water heaters, sprinkler backflow devices, etc.)	
Inspection fee	\$180.00
Gas pressure Test Inspection	
Inspection fee	\$125.00
SEWER AND WATER (Residential Only): WS	
Sewer lateral	\$180.00
Water lateral	\$180.00
Water meter	\$180.00
Combined Water/Sewer lateral	\$240.00
Re-inspection fee (when necessary to make an additional trip to the site, to re-inspect an incomplete or incorrect installation, or if inspection not ready, of any of the above areas)	\$200.00
Single inspection fee (all building types as ordered by the Code Official such as preliminary inspection)	\$125.00
ELECTRICAL INSPECTIONS - RESIDENTIAL	
All types of residential dwelling units: SFD, TH, MFD Single Unit/APT Single Unit	
Underground inspection	\$140.00
Rough wire inspection	\$225.00
Final inspection	\$225.00
All types of residential alterations and additions/APT Single Unit: RAL, RAD	
Underground inspection	\$120.00
Rough wire inspection	\$180.00
Final inspection	\$180.00
Swimming Pool (in-ground): P	
Underground inspection	\$120.00
Pool reinforcement bonding inspection	\$120.00
Deck reinforcement bonding inspection	\$120.00
Final inspection	\$180.00
Separate service for detached sheds, pole buildings, garages & other miscellaneous structures:	
Underground inspection	\$120.00
Rough wire inspection	\$180.00
Final inspection	\$180.00
Single inspection fee (all building types as ordered by the Code Official such as a preliminary inspection)	
Inspection fee	\$125.00
Miscellaneous permit inspection fee (electric, water heaters, satellite or cable systems, solar panels, etc.)	
Inspection fee	\$180.00
ELECTRICAL - COMMERCIAL	
Outlets (all switches, lighting, and receptacles are counted as outlets)	
Minimum fee (1-50 outlets)	\$160.00
Each additional 25 outlets or fraction thereof	\$60.00
Fixtures	
Minimum fee (1-50 fixtures)	\$535.00
Each additional 25 fixtures or fraction thereof	\$60.00
Heating and cooling equipment	
Outlet for each unit of 30 KW or less	\$120.00
Outlet for each unit more than 30 KW	\$120.00
Motors, etc.	
Minimum fee (1-6 Hp)	\$80.00
Cost per HP (over 6)	\$80.00
Transformers (each)	
All types, per Kva	\$200.00
Service - meter equipment	
Not over 600 amp	\$340.00
Over 600 amp	\$425.00
Feeders and subpanels	
Not over 600 amp	\$340.00
Over 600 amp	\$425.00
Protective signaling systems	
Minimum fee (1-15 devices)	\$300.00
Each additional 5 devices or fraction thereof	\$60.00
Signs (illuminated only)	
Underground inspection	\$80.00
Rough wire inspection	\$80.00
Final inspection	\$80.00
Re-inspection - when necessary to make an additional trip to the site, to re-inspect an incomplete or incorrect installation, or if inspection not ready, or any of the above areas	
Re-Inspection Fee	\$200.00
Single inspection fee (all building types as ordered by the Code Official such as a preliminary inspection)	
Inspection fee	\$125.00
Miscellaneous inspection fee (cable installations, phone lines, low voltage)	
Minimum fee (1-15 devices)	\$300.00
Each additional 5 devices or fraction thereof	\$60.00
Commercial and industrial for change of occupancy (no construction): GC	
Electrical final inspection	\$50.00

MECHANICAL INSPECTIONS	
New Dwelling Unit: SFD, TH, MFD Single Unit	
Underground inspection	\$140.00
Rough-in inspection	\$200.00
Final inspection	\$200.00
Residential Alterations/Additions/Detached Structures: RALIRAD/GCP/SHB	
Underground inspection	\$120.00
Rough-in inspection	\$140.00
Final inspection	\$140.00
New Apartment Unit: APT	
Rough-in inspection	\$200.00
Underground Inspection	\$140.00
Final inspection	\$200.00
New Commercial, Industrial, Additions, Alterations, and APT Common Areas: NC/CAD/CAL/APT	
Minimum fee	\$200.00
Commercial calculation	\$0.03
OTHER INSPECTIONS	
Residential Temporary Certificate of Use and Occupancy Inspection	\$140.00
Commercial Temporary Certificate of Use and Occupancy Inspection	\$140.00
Preliminary Inspection Fee	\$125.00
Single inspection fee	\$125.00
Reinspection Fee - Commercial and Residential	\$200.00
After Hours Inspection	\$300.00
Consulting Fee	\$200.00
Emergency Work Inspection	\$300.00
101-5 - PUBLIC UTILITY FEES	
UTILITY LOCATE FEE	
Commercial Properties	\$44.00
WATER EXTRACTION PERMITS	
Non-Refundable Annual Application Fee	\$1,109.00
Consumption Charge, per 1,000 Gallons of Usage, To Be Paid Monthly	\$11.00
Private Waster Water Disposal System Permit Application	\$83.00
Television and Sewer Cleaning Equipment Charges. Hourly Rates Accrue When Travel Begins to Job Site.	Actual Expenses
EQUIPMENT AND STRUCTURES	
Street Lights	To Be Determined Upon Application
Street Name and Regulatory Signs	To Be Determined Upon Application
EQUIPMENT CHARGES	
In Town Per Hour	Based on Equipment
WATER AND SEWER RATES	
Water Reconnect Fee	\$42.10
Manual Meter Reading Fee	\$50.00
Water Usage, Per 1,000 Gallons of Quarterly Metered Water Usage	
0 To 15,000 Gallons	\$5.00
15,001 To 100,000 Gallons	\$5.75
100,001 Gallons and Above	\$5.00
Sewer Usage, Per 1,000 Gallons of Quarterly Metered Water Usage	
0 To 15,000 Gallons	\$14.95
15,001 To 100,000 Gallons	\$16.70
100,001 Gallons and Above	\$14.95
STORMWATER MANAGEMENT QUARTERLY FEE	
Residential Per Dwelling Unit	\$27.80
Non-Residential, Per Equivalent Residential Unit (ERU)	\$27.80
REFUSE CONTAINERS (Refuse Containers: Available In 32 Gallon, 1/6 Yard; 64 Gallon, 1/3 Yard, And; 96 Gallon, 1/2 Yard Sizes. Containers Are the Property of The Town of La Plata.)	
One Time Rental Fee, Per Container	Based on Suppliers Cost to the Town
35 Gal Container Exchange Fee	\$55.90
65 Gal Container Exchange Fee	\$68.40
95 Gal Container Exchange Fee	\$68.40
REFUSE COLLECTION RATES	
Residential Rates, Per Unit, Per Quarter Including: Single Family Detached, Single Family Attached and Two Family	
Curbside	\$103.00
Curbside, Outside Corporate Limits, Subject to Council Approval	\$161.00
House Side (Without Documented Need)	\$211.20
House Side for Individuals Over the Age of Sixty-Four or Physically Impaired. Must Request Service in Writing and Supply Documentation.	\$103.00
Each Additional Container, Maximum 3 Additional, Total Of 4	\$32.90
Commercial and Multi-Family, Per Quarter	
1/2 Yard/96 Gallon Container (One Pickup Per Week)	
Curbside	\$103.00
House side	\$211.20
Each Additional Container, Maximum 3 Additional, Total Of 4	\$32.90
1/2 Yard/96 Gallon Container (Two Pickups Per Week)	
Curbside	\$203.50
House side	\$399.20
Each Additional Container, Maximum 3 Additional, Total Of 4	\$65.70

2 Yard Dumpster (One Pickup Per Week)	
First Dumpster	\$298.70
Each Additional Dumpster	\$157.10
2 Yard Dumpster (Two Pickups Per Week)	
First Dumpster	\$579.40
Each Additional Dumpster	\$265.30
2 Yard Dumpster (Three Pickups Per Week)	
First Dumpster	\$857.50
Each Additional Dumpster	\$367.00
2 Yard Dumpster (Four Pickups Per Week)	
First Dumpster	\$1,127.90
Each Additional Dumpster	\$479.00
2 Yard Dumpster (Five Pickups Per Week)	
First Dumpster	\$1,375.10
Each Additional Dumpster	\$849.80
4 Yard Dumpster (One Pickup Per Week)	
First Dumpster	\$413.40
Each Additional Dumpster	\$278.10
4 Yard Dumpster (Two Pickup Per Week)	
First Dumpster	\$811.20
Each Additional Dumpster	\$494.40
4 Yard Dumpster (Three Pickup Per Week)	
First Dumpster	\$1,197.40
Each Additional Dumpster	\$718.50
4 Yard Dumpster (Four Pickup Per Week)	
First Dumpster	\$1,575.90
Each Additional Dumpster	\$919.30
4 Yard Dumpster (Five Pickup Per Week)	
First Dumpster	\$1,923.60
Each Additional Dumpster	\$1,143.30
SPECIAL PICKUPS	
Residential	
Minimum Fee for The First 5 Minutes	\$27.30
Each Minute in Addition to The First 5	\$2.40
Mattress or Box Spring, Each in Addition To (I) & (II)	\$25.00
Tires, Each in Addition To (I) & (II)	\$6.90 Or Current Landfill Disposal Fee
Commercial	
Per Each Additional Dumpster	\$281.30
RECYCLING (PER QUARTER)	
Charge Per Residential Utility Account	\$15.00
Charge Per Commercial Utility Account, Per Tote (Maximum Of 4)	\$15.00
Outside of Corporate Limits	\$21.20
101-6 - MUNICIPAL INFRACTION FEES	
Chapter 46 - Hotel Rental Tax	
First Offense	\$110.00
Each Repeat Offense	\$220.00
Chapter 67 - Animals	
First Offense	\$110.00
Each Repeat Offense	\$220.00
Chapter 68 - Shopping Carts	
First Offense	\$110.00
Each Repeat Offense	\$220.00
Chapter 75 - Building Construction (Building Code)	
First Offense	\$550.00
Each Repeat Offense	\$1,000.00
Chapter 78 - Building Numbering and Street Naming	
First Offense	\$110.00
Each Repeat Offense	\$220.00
Chapter 84 - Cable Television Rate Regulations	
First Offense	\$110.00
Each Repeat Offense	\$220.00
Chapter 98 - Farmers Market	
First Offense	\$110.00
Each Repeat Offense	\$220.00
Chapter 108 - Resource Protection Standards	
First Offense	\$550.00
Each Repeat Offense	\$1,000.00
Chapter 117 - Health and Sanitation	
First Offense	\$220.00
Each Repeat Offense	\$435.00

Chapter 123 - Housing Standards	
First Offense	\$220.00
Each Repeat Offense	\$435.00
Chapter 128 - Licenses and Permits	
First Offense	\$550.00
Each Repeat Offense	\$1,000.00
Chapter 132 - Littering	
First Offense	\$220.00
Each Repeat Offense	\$435.00
Chapter 137 - Noise	
First Offense	\$220.00
Each Repeat Offense	\$435.00
Chapter 146 - Peace and Good Order	
First Offense	\$220.00
Each Repeat Offense	\$435.00
Chapter 149 - Peddling, Soliciting and Street Vending	
First Offense	\$220.00
Each Repeat Offense	\$435.00
Chapter 150 - Plumbing Standards	
First Offense	\$550.00
Each Repeat Offense	\$1,000.00
Chapter 152 - Property Maintenance and Housing Standards	
First Offense	\$220.00
Each Repeat Offense	\$435.00
Chapter 155 - Rental for Human Habitation	
First Offense	\$550.00
Each Repeat Offense	\$1,000.00
Chapter 161 - Smoking and Tobacco Products	
First Offense	\$220.00
Each Repeat Offense	\$435.00
Chapter 167 - Stormwater Management	
First Offense	\$550.00
Each Repeat Offense	\$1,000.00
Chapter 173 - Subdivision and Land Development	
First Offense	\$550.00
Each Repeat Offense	\$1,000.00
Chapter 181 - Vehicles and Traffic	
Parking Violations	
§181-4A(1) through §181-4A(20)§181-4A(22) through §181-4A(24)§181-4B§181-4C§181-4D§181-5§181-9§181-16	\$50.00
§181-4A(21)	\$250.00
§181-4A(25)	\$150.00
First Offense, for All Other Violations of Chapter 181	\$220.00
Each Repeat Offense, for All Other Violations of Chapter 181	\$435.00
Chapter 186 - Water and Sewers	
First Offense	\$550.00
Each Repeat Offense	\$1,000.00
Chapter 191 - Zoning	
First Offense	\$550.00
Each Repeat Offense	\$1,000.00
Chapter 191 - Sign Code	
First Offense	\$220.00
Each Repeat Offense	\$435.00
Any violation of a provision of this Code designated as an infraction by for which no other specific fine is established.	\$110.00



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Karina Larsen, Town Treasurer
DEPARTMENT: Finance
TYPE: Ordinance
SUBJECT: Fiscal Year 2026 Fee Schedule Amendment

BACKGROUND:

During a recent review of the Town's FY2026 fee schedule, staff identified that the mattress and box spring disposal fee requires adjustment. The Town currently charges residents \$10 per item but incurs a \$25 cost from the Charles County Landfill for each item disposed. This amendment increases the Town's fee to \$25 to achieve full cost recovery on this pass-through expense and align with the County's rate.

FISCAL IMPACT:

The revised mattress disposal fee will offset the Town's current out-of-pocket expense for landfill disposal, reducing the subsidy from the General Fund. This change is cost-neutral and will not generate additional revenue or expense for the Town but will strengthen the fiscal sustainability of Town operations without incurring new expenses or external funding needs.

STRATEGIC PLAN ALIGNMENT:

This initiative supports the Town's Strategic Plan by ensuring user fees accurately reflect service costs, maintaining equitable cost distribution, and reducing reliance on general revenues to fund user-specific services.

SUSTAINABILITY CONSIDERATIONS:

Aligning fees with actual service costs supports economic sustainability through cost accountability and promotes responsible waste management practices. No new equipment or materials are required.



La Plata
MARYLAND

FOR LEGISLATIVE USE ONLY

Item Number: 2025-1454

Date of Meeting: October 28, 2025

ADA CONSIDERATIONS:

This fee adjustment applies uniformly to all residents. The Town's standard ADA accommodation procedures remain in effect for residents requiring assistance accessing this service.

RECOMMENDED ACTION:

Adopt Ordinance 25-09 Fiscal Year 2026 Fee Schedule Amendment

ATTACHMENTS:

FY 2026 Fee Schedule (Amended)

COUNCIL OF THE TOWN OF LA PLATA
Resolution 25-29

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: November 18, 2025

Date Adopted:

Date Effective:

1 **A RESOLUTION** concerning

2
3 **Southwest Access Management Plan – Professional Engineering Services**

4
5 **FOR** the purpose of authorizing the Town Manager to enter into a professional services
6 agreement with Mead & Hunt to perform engineering and related services in
7 furtherance of the Southwest Access Management Plan; and all matters generally
8 relating thereto.

9
10 * * * * *

11
12 **WHEREAS**, in Fall 2022, the La Plata Planning Commission and Town Council
13 requested an evaluation of alternatives to improve access, mobility, and safety for residents
14 of the town’s southwest quadrant defined as being south of Maryland Route 6 (MD 6) and
15 west of US Route 301 (US 301); and

16
17 **WHEREAS**, in December 2022, the Town Manager authorized Mead & Hunt, then
18 under an on-call contract with the Town to provide professional engineering services related
19 to transportation, to develop a feasibility study of potential improvements now known as the
20 “Southwest Access Management Plan” (SWAMP); and

21
22 **WHEREAS**, the SWAMP was completed in May 2023 with no further action except to
23 apply for a grant through the US Department of Transportation (USDOT) Safe Streets for All
24 (SS4A) program to conduct preliminary engineering for the project, the scope of which is
25 more fully described in Attachment A to this resolution; and

26
27 **WHEREAS**, the Town of La Plata was awarded a SS4A grant in the amount of three
28 hundred sixty thousand dollars (\$360,000) to be matched by ninety thousand dollars
29 (\$90,000) from the Town, of which a significant share would be allocated to carry forth with
30 the SWAMP and specifically intersection improvements along US 301 at and between Glen
31 Albin Drive and Catalpa Drive; and

32
33 **WHEREAS**, the Town of La Plata desires to quickly advance engineering and related
34 services to the SWAMP in preparation for a SS4A implementation grant application to
35 USDOT in the spring/summer of 2026; and

36
37 **WHEREAS**, the Town Manager, having reviewed the SWAMP and the qualifications of
38 Mead & Hunt, recommends that the Town Council authorize him to execute a contract with
39 Mead & Hunt to perform engineering and related work as described in Attachment 1; and
40

41 **WHEREAS**, Town Charter § C8-23 requires that all expenditures in excess of twenty
42 thousand dollars (\$20,000), shall be advertised for sealed bids, except for expenditures
43 which the Town Council, by ordinance, has determined are not subject to the sealed bid
44 requirements; and
45

46 **WHEREAS**, Town Code, Chapter 43, Section 43-2 C., provides for expenditures
47 which are exempt from the sealed bid requirements of § C8-23 if “Items, services, materials
48 and goods purchased from a person who is supplying that same item, service, material or
49 good to another governmental entity, if the total price or price per unit, as applicable, to be
50 paid by the town is not more than the total price or price per unit to be paid by the other
51 governmental entity and if the price to be paid by the other governmental entity has been
52 established by a competitive bidding process conducted by the other governmental entity
53 or by a purchasing cooperative or alliance that bids procurements on a volume basis for
54 state and local governments”; and
55

56 **WHEREAS**, architectural and engineering services performed with federal funds
57 must be procured through a competitive qualifications-based selection process as
58 described in 23 CFR Part 172; and
59

60 **WHEREAS**, 2 CFR 200.318(e) encourages recipients of federal funds to use strategic
61 sourcing methods such as “piggybacking” to foster greater economic and efficiency; and
62

63 **WHEREAS**, Mead & Hunt holds a contract procured pursuant to 23 CFR Part 172 with
64 the City of Cambridge, Maryland, to perform engineering services for Safe Streets for All
65 projects, and said contract was approved by the Mayor and Council of Cambridge on May
66 12, 2025; and
67

68 **WHEREAS**, the Cambridge, Maryland, contract provides that its terms and
69 conditions may be extended to any other local government in the State of Maryland at the
70 discretion of the selected consultant, with labor rates and work effort to be negotiated
71 between the using local government and the consultant; and
72

73 **WHEREAS**, it is necessary to move efficiently and economically through preliminary
74 engineering for the SWAMP project known as a “Florida T” intersection or similar concept in
75 coordination with the State Highway Administration to meet the May 2026 deadline for a
76 Safe Streets for All implementation grant.
77

78 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA**
79 **PLATA** that the provisions of Town Charter § C8-23 are hereby suspended to waive the
80 sealed bid requirements and Noel Stevens, Town Manager, is hereby authorized to enter
81 into, on behalf of the Town of La Plata, a Professional Services Agreement with Mead & Hunt
82 not to exceed one hundred seventy-five thousand dollars (\$175,000) for engineering and
83 related services of the Southwest Access Management Plan, and to take other related and
84 conforming actions as may be necessary; and
85

86 **BE IT FURTHER RESOLVED**, that the contract and scope of work attached hereto as
87 Attachment 1 is hereby adopted and incorporated herein by reference; and
88

89 **BE IT FURTHER RESOLVED**, that the Town Manager is authorized to submit a Safe
90 Streets for All implementation grant or other discretionary grant application for final design
91 and construction of the project; and
92

93 **BE IT FURTHER RESOLVED**, that if the Town is awarded a Safe Streets for All
94 implementation grant or other discretionary grant award to complete final design and
95 construction of the project, that the Town Manager be further authorized to amend the
96 Professional Services Agreement with Mead & Hunt to continue the engineering and related
97 services in an amount not to exceed the awarded funds, and to take other related and
98 conforming actions as may be necessary to advance the project; and
99
100

Resolution 25-29

101 **BE IT FURTHER RESOLVED**, that the Town Manager shall provide periodic updates
102 to the Town Council on the status of the project including the status of design, grant
103 applications and awards, coordination with state and federal agencies, etc.
104

105 **ADOPTED AND APPROVED** by the Council of the Town of La Plata on
106 this ____ day of _____, 2025.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Shelby Pritchett
Town Clerk

Tyjon C. Johnson, Councilman

Date: _____

MEAD AND HUNT, INC.
PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement form the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant") upon acceptance of the attached Proposal by the Client. The Scope of Work, Project Cost and Project Schedule sections of the attached Proposal are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement.

Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the Proposal are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original Scope of Work established by the Proposal, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Proposal or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or work order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or work order constitute an estimate of the tasks and fees required to perform the Scope of Work. The Scope of Work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if the during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the Proposal or the applicable purchase order or work order. Taxes will be added to all invoices as applicable,

unless/until a properly completed and valid tax-exemption form is received.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to accountsreceivable@meadhunt.com is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination.

Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance

with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable Project or construction costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual construction or Project costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Proposal.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended.

Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) days' written notice to the other party.

Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent; files a petition in bankruptcy; is adjudicated bankrupt; has an assignee; referee, receiver or trustee appointed in any creditor action; has a petition in bankruptcy filed against it which is not vacated within thirty (30) days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination.

Article 11. Notice to Parties

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:

Name

Address

Address 2

Email

Client Project Manager:

Name

Address

Address 2

Email

For Notices made pursuant to Article 12:

Legal Department: Mead and Hunt, Inc.

6737 W Washington Street, Suite 3500

West Allis, WI 53214

notices@meadhunt.com

For Notices made pursuant to Article 12:

Client Legal Department (optional)

Address

Address 2

Email

Article 12. Dispute Resolution

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in any state or federal court in the State in which the Project is located. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs. Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the

Project is located, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in the State in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement.

Article 14. Indemnification

Subject to the limitations provided in Article 15, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees.

Subject to the limitations provided in Article 15, Client agrees to indemnify and hold harmless Consultant, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Client or Client's subcontractors, employees or agents; provided, however, Client will not be obligated to indemnify Consultant with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Consultant or Consultant's agents, employees or subcontractors.

Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO \$100,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER.

Article 16. Insurance

Consultant shall maintain the following insurance coverage during the time it is performing services hereunder. Consultant disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Consultant.

- A. Worker's Compensation:
 - of a form and in an amount as required by state law
- B. Employer's Liability:
 - \$1,000,000 each accident
 - \$1,000,000 disease, each employee
 - \$1,000,000 disease, policy limit
- C. Automobile Liability (including all owned, hired and non-owned vehicles):
 - \$1,000,000 each accident
- D. Commercial General Liability (bodily injury and property damage — combined single limit):
 - \$1,000,000 each incident
 - \$2,000,000 annual aggregate
- E. Errors and Omissions:
 - \$5,000,000 each incident
 - \$10,000,000 annual aggregate

Article 17. Review of Contractors Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Proposal, this Agreement shall not be construed as imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files. Client hereby agrees to indemnify and hold Consultant harmless against all claims of any nature resulting from viruses transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this Project, or any other project without the prior express written consent of Consultant. Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages or losses arising out of any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client, are Instruments of Service of Consultant created for this Project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client's sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other human-made objects beneath the surface of the Project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to Client, or using a manifest signed by Client as a generator, be transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport and disposal of all such samples. Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TDSFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants or other contaminants found or identified in conjunction with work performed hereunder.

Article 23. Third Party Rights

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

Article 25. Lien Notice

Consultant hereby notifies Client that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 28. Entire Agreement

The parties agree that this Agreement, together with proposals and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 30. Contract Amendments

Any amendments to the Proposal or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

Article 31. Execution of Agreement

These Terms and Conditions of Agreement are cross referenced in Consultant's Proposal and are accepted when the Proposal is executed by the Client or when the Client authorizes Consultant to proceed with the Scope of Work. Client's representative represents that he/she is duly authorized to enter into and sign this Agreement. The parties agree that Consultant's Proposal may be executed by Client and delivered to Consultant via facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original.



**Southwest Access Management Plan –
Preliminary Engineering for US 301 between Glen Albin Drive and Catalpa Drive
Scope of Services
October 1, 2025**

Project Understanding

Mead & Hunt proposes to advance design of the “Florida T” intersections along US 301 between Glen Albin Drive and Catalpa Drive through the 30% design phase, including preliminary concurrence from the State Highway Administration. This work builds from the Town of La Plata Southwest Access Management Plan, Dated May 2023.

Mead & Hunt’s Scope of Services

The following Scope of Services identifies assumptions upon which Mead & Hunt has relied upon in determining our effort, fee, scope and schedule for the project. Mead & Hunt’s scope includes the tasks listed below:

- Task 1 – Project Management
- Task 2 – Data Collection/Site Visit
- Task 3 – Update Traffic Analysis
- Task 4 – SHA Concurrence
- Task 5 – Environmental Coordination (Blackwater)
- Task 6 – Survey (DH Steffens)
- Task 7 – 30% Preliminary Engineering
- Task 8 – Storm Drain/Stormwater
- Task 9 – Basis of Design Report

Task 1 – Project Management

Mead & Hunt will monitor and control the effort and progress of the proposed services as follows:

- Prepare subconsultant agreements.
- Monitor subconsultant progress and review/approve invoices.
- Prepare monthly Progress Reports and client invoices.
- Prepare, monitor and adjust CPM schedule.
- Stakeholder coordination

Deliverables: Monthly Progress Reports (including monthly CPM Schedule updates)

Project design coordination meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include the Mead & Hunt PM and task leads, Town of La Plata, and subconsultants, as necessary. Mead & Hunt will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting, and prepare meeting minutes for a project kickoff meeting and up to six (6) additional progress meetings (review meetings are included separately). Progress meetings are anticipated every four to six weeks. We will consult with Town Staff prior to each meeting to get input regarding the agenda. These meeting will all be held remotely via Teams/Video.

Deliverables: Meeting Notice, Agenda and Minutes (Up to six (6) remote coordination meetings total)

Task 2 – Field Data Collection/Site Visit

Mead & Hunt will conduct a field reconnaissance and site review with Town Staff to review existing conditions against the developed alternatives. Additional field information will be recorded using notes and digital photos. If any additional data is needed, we will work with Town staff to obtain the necessary documents.

Deliverables: Field Site Notes

Task 3 – Update Traffic Analysis

Mead & Hunt will gather traffic data necessary for updating pertinent portions of the Town of La Plata Southwest Access Management Plan, needed to evolve the alternatives and satisfy SHA access control requirements. We will review the evolution of adjacent development projects. Traffic analysis will be completed using Synchro, Vissim or other models in support of the alternatives.

Deliverables: Traffic Data Collection and Study

Task 4 – SHA Concurrence

Based on the traffic analysis and using the preliminary concept from the May 2023 SWAMP report, Mead & Hunt will meet with SHA, and review and refine the concept to gain preliminary concurrence on the design approach. Once concurrence is gained, Mead & Hunt will enter the project into SHA's Access Management portal for assignment of project identification and future coordination purposes.

Deliverables: SHA letter of concurrence and project identification #

Task 5 – Environmental Planning and Preliminary Approvals (to be performed by Blackwater Environmental Group)

- Conduct desktop review of the study area of sufficient length and width to be able to identify sensitive environmental resources such as forest/forest conservation areas, federal and state rare/threatened/endangered species, wetlands/waterways, wetlands of special state concern, 100-year floodplains, historic and archeological resources, easements/protected lands related to natural resources, parkland, etc.
- Complete one (1) field reconnaissance effort within public rights of way to visually verify identified resources, where easily accessible.
- Perform NEPA "trilogy coordination" initiate consultation/coordination with the Maryland Historical Trust (MHT), Maryland Department of Natural Resources Environmental Review Division and Wildlife and Heritage Service, and US Fish and Wildlife Service (USFWS). Prepare NEPA Categorical Exclusion and coordinate approval with FHWA.

Deliverables: NEPA Categorical Exclusion

Task 6 – Survey (to be performed by DH Steffens)

- Establish horizontal and vertical project. Perform ties to local NGS monuments to validate the survey.
- A closed loop traverse and differential levels will be performed through the project limits and referenced to a minimum of three (3) physical points for your use in preparing the control diagrams for your plans.
- Perform a topographic survey of approximately a quarter mile corridor. We will locate all existing features including roadway crown, pavement markings, pavement edges, roadside ditches, curbs, signs, sidewalks, steps, walls, building corners, sheds, guard rails, landscape areas, utility poles, fences, surface utility structures, etc.

- Locate tree canopy line of forested area and up to one (100) hundred individual trees over 12" DBH as well any trees delineated by others within the forested area. We will also locate any significant or planted trees in open areas within the project limits.
- Field locate up to thirty (30) utility structures for storm drain and sewer within the project limits including one structure beyond. Inverts will be obtained where possible. Inverts may not be obtainable for structures that are welded, rusted, bolted, and/or sealed shut, paved over or covered with materials or vehicles, filled with debris or water, requires MOT or an OSHA Confined Space Entry, elevated above grade, or offset inside the structure where the invert is not accessible. Prepare a topographic CADD file with one-foot contour intervals in AutoCAD format. An accurate DTM will be generated using Civil 3D with adequate break lines and spot shots.

Task 7 – Preliminary Engineering 30% Plans

Mead & Hunt will prepare preliminary engineering and submit the set for review. The following items are included in this task:

- Confirm and document required design criteria.
- Define the horizontal and vertical geometry of the preliminary design layout.
- Define and detail the cross-sectional elements including lanes, tapers and transitions, curb and gutter, sidewalk, shoulders, pedestrian facilities, etc.
- Define the layout of the proposed roadway and intersection improvements.
- Prepare review drawings for a 30% Design Meeting with the Town and SHA.
- Prepare Roadway Design: The proposed improvements will include roadway improvements; which will include as warranted – circulation analysis, approach tapers, ADA ramps, sidewalk/ bike lanes, grading limits, retaining walls, and lighting.
- Develop roadway plans with the existing topo features, proposed improvements, horizontal alignment, and construction notes on the plans. The roadway plan will include construction and quantity notes and identify any property outside of the Town rights-of-way, if any
- Prepare roadway profiles.
- Develop signing and striping plans.
- Develop high level construction phasing plans (proof of concept).
- Evaluation of existing drainage and preparation drainage and storm sewer plans.
- Prepare quantities and Estimate of Probable Construction Cost:
- Perform internal quality control and quality assurance (QC/QA).

The following plan sheets are assumed to be included with the 30% submittal:

- | | |
|-------------------------------------|--|
| • Title Sheet | • Removal Plans |
| • General Notes | • Roadway Plans & Profiles |
| • Summary of Approximate Quantities | • Drainage Layout |
| • Survey Control Diagram | • Utility Plans |
| • Typical Sections | • Signing & Striping Plans |
| • Geometric Layout Plans | • Construction Phasing & Traffic Control Concept |

Deliverables: Design Criteria; Preliminary Plan Set; Engineers Opinion of Probable Construction Costs, Meeting minutes.

Task 8. Drainage & Stormwater Management

The scope of this task will be developed jointly with SHA upon project initiation.

Deliverables: SWM Concept Plan and Hydraulics Report

Task 9. Basis of Design Report

Mead & Hunt will prepare a written narrative that summarizes all of the information described above and provides a “road map” and discussion of key issues for final design documents.

Responsibilities of The Town of La Plata

Our Scope of Services and Compensation are based on The Town of La Plata performing or providing the following:

- A designated representative with authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Access to the project site.
- Available data, drawings, and information related to the project.
- Review of prepared plans within three weeks of receipt.
- Supply information related to Town standards and preferences to assist with design and project development details.
- Protection of Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.

Work Not Included in the Scope of Services

- The following items are excluded from this agreement and will be provided by Mead & Hunt as an Additional Service only as authorized by the town, if necessary: Subsurface Utility Engineering; Structural Design; Traffic Signal and Street Lighting Design. These items are typically designed at the 60 – 90% design stages.

Project Schedule

We anticipate a design schedule of 9 months from NTP.

Compensation

The work described under the Scope of Services will be performed on a time and materials using rates in the Cambridge SS4A. Consultant shall be able to adjust the task-by-task costs provided that contract in a total amount not to exceed \$175,000. The summary of our fee is below on a task-by-task basis.

Task	Estimate
1 – Project Management	\$ 13,000.00
2 – Data Collection/Site Visit	\$ 5,000.00
3 – Update Traffic Analysis	\$ 11,000.00
4 – SHA Concurrence	\$ 6,000.00
5 – Environmental Planning	\$ 15,900.00
6 – Survey (DH Steffens)	\$ 9,800.00
7 - 30% Preliminary Engineering	\$ 103,000.00
8 – Drainage and Stormwater Management	\$ 9,300.00
9 – Basis of Design Report	\$ 2,000.00
Total	\$ 175,000.00

Exhibit A. Standard Terms & Conditions

COUNCIL OF THE TOWN OF LA PLATA
Resolution 25-30

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: November 18, 2025

Date Adopted:

Date Effective:

1 **A RESOLUTION** concerning

2
3 **La Plata Bikeway – Additional Services – Mead & Hunt**

4
5 **FOR** the purpose of authorizing the Chief Executive Officer to approve additional
6 services with Mead & Hunt to complete design for the La Plata Bikeway; and
7 all matters generally relating thereto.

8
9 * * * * *

10
11 **WHEREAS**, the Town of La Plata, in partnership with the Charles County government,
12 and the Maryland State Highway Administration intends to construct a shared use pathway,
13 approximately two and one-quarter (2.25) miles in length, between Milton Somers Middle
14 School and Laurel Springs Regional Park via Willow Lane, Charles Street (Maryland Route 6),
15 La Plata Road (Maryland Route 488), and Radio Station Road; and

16
17 **WHEREAS**, the Town of La Plata, as project sponsor, is responsible for all engineering
18 and other pre-construction efforts for the project, such as right-of-way acquisition,
19 environmental permitting and mitigation, utility and other third-party coordination; and

20
21 **WHEREAS**, on October 17, 2021, the Town Council approved an on-call professional
22 services agreement with Mead & Hunt to perform various transportation planning and
23 engineering tasks; and

24
25 **WHEREAS**, on February 18, 2022, the Town Manager issued Notice to Proceed for
26 engineering services for the Radio Station Road Sidepath (now known as the La Plata
27 Bikeway) in the amount of four hundred thirty-two thousand dollars (\$432,000) to achieve
28 90% design plans and associated approvals, which was funded by an award from the MDOT
29 Bikeways Program; and

30
31 **WHEREAS**, on June 13, 2023, the Town Council approved Resolution 23-20
32 authorizing the Town Manager to enter into a Professional Services Agreement with Mead &
33 Hunt for further engineering services to advance the project from 90% design to a final
34 package of plans, specifications, and estimates, along with environmental, utility, and right
35 of way approvals in the amount of one hundred fifty-nine thousand eight hundred fifty nine
36 dollars (\$159,859); and

37
38 **WHEREAS**, in May 2024, Charles County government agreed to extend the La Plata
39 Bikeway project to Rosewick Road, necessitating additional engineering and related
40 services, and authorized the Town to fund work by Mead & Hunt in the amount of one
41 hundred eighty-nine thousand five hundred ninety-one dollars and ninety-one cents
42 (\$189,591.91); and

43
44 **WHEREAS**, a final tranche of pre-construction engineering and related
45 services is needed to complete the design and put the project out for bid in accordance with
46 federal requirements, for which Mead & Hunt has provided a scope of work and fee proposal
47 of seventy-eight thousand four hundred sixty dollars (\$78,460), for which Charles County
48 will reimburse the Town approximately one-third.

52 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF**
53 **LA PLATA** that Noel C. Stevens, Town Manager, is hereby authorized to execute a change
54 order to the Professional Services Agreement approved in Resolution 23-10 with Mead &
55 Hunt for additional engineering and related services for the La Plata Bikeway in the amount
56 of seventy-eight thousand four hundred sixty dollars (\$78,460); and to take other conforming
57 or related actions on behalf of the Town as may be necessary; and

58
59 **BE IT FURTHER RESOLVED,** that the scope of work attached hereto as Attachment 1
60 is hereby adopted and incorporated herein by reference.

61
62
63 **ADOPTED AND APPROVED** by the Council of the Town of La Plata this _____ day of
64 _____, 2025.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Shelby Pritchett
Town Clerk

Tyjon C. Johnson, Councilman

Date: _____

MEAD AND HUNT, INC.
PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement form the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant") upon acceptance of the attached Proposal by the Client. The Scope of Work, Project Cost and Project Schedule sections of the attached Proposal are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement.

Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the Proposal are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original Scope of Work established by the Proposal, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Proposal or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or work order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or work order constitute an estimate of the tasks and fees required to perform the Scope of Work. The Scope of Work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if the during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the Proposal or the applicable purchase order or work order. Taxes will be added to all invoices as applicable,

unless/until a properly completed and valid tax-exemption form is received.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to accountsreceivable@meadhunt.com is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination.

Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance

with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable Project or construction costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual construction or Project costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Proposal.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended.

Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) days' written notice to the other party.

Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent; files a petition in bankruptcy; is adjudicated bankrupt; has an assignee; referee, receiver or trustee appointed in any creditor action; has a petition in bankruptcy filed against it which is not vacated within thirty (30) days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination.

Article 11. Notice to Parties

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:

Name

Address

Address 2

Email

Client Project Manager:

Name

Address

Address 2

Email

For Notices made pursuant to Article 12:

Legal Department: Mead and Hunt, Inc.

6737 W Washington Street, Suite 3500

West Allis, WI 53214

notices@meadhunt.com

For Notices made pursuant to Article 12:

Client Legal Department (optional)

Address

Address 2

Email

Article 12. Dispute Resolution

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in any state or federal court in the State in which the Project is located. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs. Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the

Project is located, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in the State in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement.

Article 14. Indemnification

Subject to the limitations provided in Article 15, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees.

Subject to the limitations provided in Article 15, Client agrees to indemnify and hold harmless Consultant, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Client or Client's subcontractors, employees or agents; provided, however, Client will not be obligated to indemnify Consultant with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Consultant or Consultant's agents, employees or subcontractors.

Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO \$100,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER.

Article 16. Insurance

Consultant shall maintain the following insurance coverage during the time it is performing services hereunder. Consultant disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Consultant.

- A. Worker's Compensation:
of a form and in an amount as required by state law
- B. Employer's Liability:
\$1,000,000 each accident
\$1,000,000 disease, each employee
\$1,000,000 disease, policy limit
- C. Automobile Liability (including all owned, hired and non-owned vehicles):
\$1,000,000 each accident
- D. Commercial General Liability (bodily injury and property damage — combined single limit):
\$1,000,000 each incident
\$2,000,000 annual aggregate
- E. Errors and Omissions:
\$5,000,000 each incident
\$10,000,000 annual aggregate

Article 17. Review of Contractors Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Proposal, this Agreement shall not be construed as imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files. Client hereby agrees to indemnify and hold Consultant harmless against all claims of any nature resulting from viruses transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this Project, or any other project without the prior express written consent of Consultant. Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages or losses arising out of any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client, are Instruments of Service of Consultant created for this Project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client's sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other human-made objects beneath the surface of the Project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to Client, or using a manifest signed by Client as a generator, be transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport and disposal of all such samples. Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TSDFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants or other contaminants found or identified in conjunction with work performed hereunder.

Article 23. Third Party Rights

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

Article 25. Lien Notice

Consultant hereby notifies Client that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 28. Entire Agreement

The parties agree that this Agreement, together with proposals and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 30. Contract Amendments

Any amendments to the Proposal or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

Article 31. Execution of Agreement

These Terms and Conditions of Agreement are cross referenced in Consultant's Proposal and are accepted when the Proposal is executed by the Client or when the Client authorizes Consultant to proceed with the Scope of Work. Client's representative represents that he/she is duly authorized to enter into and sign this Agreement. The parties agree that Consultant's Proposal may be executed by Client and delivered to Consultant via facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original.



July 28, 2025 - REV OCTOBER 1, 2025

Michelle Miner, Assistant Town Manager
Town of La Plata
305 Queen Anne Street
P.O. Box 2268
La Plata, MD 20646

Subject: Radio Station Road Bikeway Design Additional Services

Dear Ms. Miner:

This document describes additional services performed for the Radio Station Road Bikeway by Mead & Hunt and our subconsultants. Extension of the project to Rosewick Road was documented in a change order approved on January 31, 2024, however, the full scope and pace of work was not completely knowable at the time the County's participation began. Most of the work associated with this document took place beginning in December 2024 and is still ongoing.

Utility Coordination and Designation

In the January 31 change order, we assumed that 24 hours of staff time for survey, geotechnical, and utility designation based on our understanding of utilities at that time. Since receiving the AMT plans, our field work discovered additional utilities (fiber optic cable and electric) that needed to be accommodated to minimize impacts, including review and revision of the crossing from the west side of Radio Station Road to the east side. Several unanticipated meetings and field visits occurred with SMECO. In addition, SMECO requested that test pits be performed in the vicinity of Laurel Springs Regional Park. These test pits were performed by KIM Engineering, some of which we understand will be billable to Charles County.

<i>Additional requested fee for services:</i>	<i>\$9,800</i>	<i>Mead & Hunt</i>
	<i>\$14,180</i>	<i>KIM Engineering</i>

Sagepoint Coordination

Additional coordination with and accommodation of requested modifications related to Sagepoint included realigning portions of the path, eliminating a large SWM facility and changes to the pavement markings and lane layouts on MD 448. These efforts consisted of additional design and plan alterations very late in the process, all of which required modifications to other elements of the design including identification of new stormwater treatment facilities and associated calculations. SHA also required an ADA/Bicycle Policy Waiver.

<i>Additional requested fee for services:</i>	<i>\$12,500</i>	<i>Mead & Hunt</i>
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Upon field review of the AMT plans, our subconsultant Coastal Resources, Inc. determined

Radio Station Road Multi Use Path Additional Services
Town of LaPlata
July 28, 2025
Page 2

Wetland Coordination

Upon field review of the AMT plans, our subconsultant Coastal Resources, Inc. determined that preexisting wetlands had migrated significantly towards Radio Station Road. In turn, this triggered a full delineation of the wetlands, consultation with the Army Corps of Engineers and the Maryland Department of the Environment, development of multiple alignment alternatives and impact calculations, etc. Once it was determined that wetland impacts were unavoidable and per agreement with Charles County, Mead & Hunt subcontracted with JMT to manage the wetland mitigation process. Through JMT's diligence and the good fortune of the *Sackett* decision, USACE determined that it would not claim jurisdiction over the wetlands leaving only MDE requirements to be satisfied. JMT assisted in negotiating an "in lieu fee" mitigation approach to secure the wetland permit which saved the project approximately \$300,000 and at least one year of permitting delay.

Additional requested fee for services: \$15,000 JMT

Note that Mead & Hunt's direct costs were covered by the contingency included in the Rosewick change order.

Stormwater Management

The Rosewick Road extension assumed that "due to high water tables and adjacent forest stands, it is anticipated stormwater management for the extension will be achieved through fee in lieu payments rather than the design and construction of best management practices." Despite County Capital Services' staff review of the scope of work for the Rosewick Extension, County PGM staff rejected this assumption which triggered significant work to identify and design stormwater management facilities, recalculate and redraft reports, etc. Please note that Charles County

Additional requested fee for services: \$12,000

ADA/Bicycle Policy Waivers

Despite prior review and approval by the MDOT Bikeways Office of the Willow Lane design, SHA required submittal of an ADA/Bicycle Policy Waiver.

Additional requested fee for services: \$1,100

Traffic Signal Coordination – Willow Lane/Heritage Green Parkway

Several changes to the traffic signal design and stormwater management at MD 6 at Willow Lane/Heritage Green Parkway by the developer required realignment of the pathway approaching MD 6.

Additional requested fee for services: \$2,300

General Delays, Project Management and Overhead

General project delays have occurred related to the County's failure to timely review and approve Section 4(f) and NEPA approval, traffic engineering and other design elements, have resulted in a significant number of additional internal and external meetings and cascading impacts in other design disciplines. In addition, Mead & Hunt's rate escalation (5% per year) and additional administrative overhead (invoicing, subconsultant agreements, etc.) were not accounted for in the Rosewick Road extension which was assumed to have a delivery time of 8 – 10 months and is now approaching 20 months.

Additional requested fee for services: \$7,460

Radio Station Road Multi Use Path Additional Services
Town of LaPlata
July 28, 2025 - REV OCT 1, 2025
Page 3

Future Services

Please be advised that because Charles County has declined to review the full design package until after the stormwater management review and approval, additional charges may be incurred if the County requests design changes. We will advise your office once comments have been received from the County. For now, we have allocated a \$2,300 contingency which would cover approximately 16 hours of work.

Compensation

Our proposed fee for the services above is \$78,640.

Authorization

Signatures of authorized representatives of the Town and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the agreement attached as Exhibit A, hereto.

We appreciate the opportunity to submit this proposal to the Town of LaPlata.

Respectfully submitted,

MEAD AND HUNT, INC.

Approved by: MEAD AND HUNT, INC.

By:



Doug Bobb, PE
Senior Project Manager

Name: Paul Silberman

Title: Vice President, Transportation Planning

Date 7/25/2025

Accepted by:

By: _____

Name: _____

Title: _____

Radio Station Road Multi Use Path Additional Services
Town of LaPlata
July 28, 2025
Page 3

*The above person is authorized to sign for Client
and bind the Client to the terms hereof.*

Date:

COUNCIL OF THE TOWN OF LA PLATA
Resolution 25-31

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: November 18, 2025

Date Adopted:

Date Effective:

A RESOLUTION concerning

La Plata Bikeway Project – Non-Tidal Wetlands Permit – In-Lieu Fee Agreement

FOR the purpose of authorizing the Town Manager to enter into an In-Lieu Fee Agreement with the Maryland Department of the Environment to mitigate wetland impacts of the La Plata Bikeway project; to enter into other environmental permitting agreements; and all matters generally relating thereto.

* * * * *

WHEREAS, the Town of La Plata, in partnership with the Charles County government, and the Maryland State Highway Administration intends to construct a shared use pathway, approximately two and one-quarter (2.25) miles in length, between Milton Somers Middle School and Laurel Springs Regional Park via Willow Lane, Charles Street (Maryland Route 6), La Plata Road (Maryland Route 488), and Radio Station Road; and

WHEREAS, the Town of La Plata, as project sponsor, has submitted a Joint Permit Application (23-NT-0210/202361439) to the Maryland Department of the Environment (MDE) and the US Army Corps of Engineers for permanent encroachment upon wetlands near Clarks Run and Laurel Springs Regional Park; and

WHEREAS, MDE has determined that on-site mitigation of the wetland impacts is not feasible and intends to approve the Permit subject to an In-Lieu Fee payment by the Town in accordance with MDE’s Nontidal Wetland Compensation Fund Fee Structure for Major Mitigation Requirements dated January 27, 2025, with said fee being in the amount of one hundred fifty-six thousand four hundred nine dollars (\$156,409).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA that Noel C. Stevens, Town Manager, is hereby authorized to execute the Joint Permit Application (23-NT-0210/202361439), on behalf of the Town of La Plata; to make payment of the In-Lieu Fee; and to take other conforming or related actions as to wetlands on behalf of the Town as may be necessary.

Resolution 25-31

37 **ADOPTED AND APPROVED** by the Council of the Town of La Plata this _____ day of
38 _____, 2025.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Shelby Pritchett
Town Clerk
Date: _____

Tyjon C. Johnson, Councilman

INSTRUCTIONS
FOR
MDE NONTIDAL WETLAND COMPENSATION FUND PAYMENTS
(MAJOR MITIGATION REQUIREMENTS)
2025

Complete a Nontidal Wetland Compensation Fund Waiver Form

Enclose a check made payable to: Maryland Department of the Environment

In the line on the check labeled “for” write “Nontidal Wetland Compensation Fund” and include the permit number.

Bank Name	Date
Permittee Name Address	
Pay to the order of <u>Maryland Department of the Environment</u>	\$ <u>156,409</u>
_____ Dollars	
For: <u>Nontidal Wetland Compensation Fund</u>	_____ Signature
Permit # <u>23-NT-0210/202361439</u>	

Make 2 copies of this entire Document and the Check.
Keep one copy for your records.

Mail the original Document and the Check to:

MARYLAND DEPARTMENT OF THE ENVIRONMENT
NONTIDAL WETLAND COMPENSATION FUND
FISCAL SERVICES DIVISION
P. O. BOX 2057
BALTIMORE, MD 21203-2057

Mail the second copy of the Document and the Check to:

MR. JOSH TIRALLA
MARYLAND DEPARTMENT OF THE ENVIRONMENT
WATER AND SCIENCE ADMINISTRATION
MONTGOMERY PARK BUSINESS CENTER
1800 WASHINGTON BLVD. – SUITE 430
BALTIMORE, MD 21230

NONTIDAL WETLAND COMPENSATION FUND
WAIVER FORM

I, _____, having an address at _____
_____ hereby acknowledge and agree to the following:

1. I have applied to the Maryland Department of the Environment, Water and Science Administration, Nontidal Wetlands Division (WSA) for a permit to conduct a regulated activity in a nontidal wetland within the State of Maryland.

2. I understand that the Nontidal Wetlands Protection Act, DE 35-909 establishes the Nontidal Wetland Compensation Fund ("the Fund") within WSA to accept monetary compensation in lieu of mitigation, where it has been determined that wetland creation, restoration or enhancement are not feasible.

3. I understand that WSA has determined that mitigation is not feasible for the regulated activities I intend to conduct and that I may contribute money into the Fund instead of mitigating for the loss of 12,370 square feet of forested nontidal wetlands and 1,497 square feet of emergent nontidal wetlands permitted under authorization number 23-NT-0210/202361439.

4. I have received and read the attached copy of the "Nontidal Wetland Compensation Fund Fee Structure for Major Mitigation Requirements" dated January 27, 2025. I understand that the Fee Structure for Major Mitigation Requirements sets forth the fees that WSA uses to determine the amount of monetary compensation I will contribute into the Fund per acre of mitigation required.

5. I have been informed by WSA and understand that the Fee Structure for Major Mitigation Requirements has not yet been officially adopted by WSA or the Maryland Department of the Environment ("the Department"). I understand that this means that the Fee Structure for Major Mitigation Requirements has not yet been made available for public comment and that the legal requirements that the Department must follow to adopt the Fee Structure for Major Mitigation Requirements as a Departmental regulation have not yet been met. Further, I understand that the Fee Structure for Major Mitigation Requirements may change as the Department goes through the legal process of adopting it as a regulation.

6. With full knowledge that future regulations may change the present Fee Structure for Major Mitigation Requirements, I agree to be bound by the present Fee Structure for Major Mitigation Requirements, which shall be the only Fee Structure applicable to me for authorization number 23-NT-0210/202361439, and I hereby waive any and all rights I may have to challenge its use or application. I understand that by waiving my right to challenge the present Fee Structure for Major Mitigation Requirements I am giving up any right I may have to contest the Department's use of the present Fee Structure for Major Mitigation Requirements in determining the amount of my contribution into the Fund.

7. I have entered into this Waiver voluntarily and intentionally with full knowledge that I may be surrendering the right to contest the validity of the Fee Structure for Major Mitigation Requirements or its application to me.

8. I am a duly authorized representative of _____ with full authority to waive or surrender legal or other rights held by _____.

AGREED AND ACCEPTED this ____ day of _____, _____

WITNESS: _____

By: _____
Signature of Permittee

IF CORPORATION:

WITNESS: _____

By: _____
Signature & Title

NONTIDAL WETLAND COMPENSATION FUND FEE STRUCTURE
FOR MAJOR MITIGATION REQUIREMENTS
(per acre of mitigation required)
January 27, 2025

HUC 8-Digit Name	Total/acre
Chincoteague	\$192,002
Lower Susquehanna	\$263,878
Chester– Sassafras	\$220,248
Gunpowder– Patapsco	\$279,510
Severn	\$302,236
Choptank	\$200,108
Patuxent	\$280,728
North Branch Potomac	\$234,267
Cacapon– Town	\$236,012
Conococheague– Opequon	\$254,090
Middle Potomac Catoctin - upper	\$255,277
Middle Potomac Catoctin - lower	\$348,543
Monocacy	\$263,544
Middle Potomac– Anacostia– Occoquan	\$351,853
Lower Potomac	\$259,678
Nanticoke	\$178,191
Tangier	\$177,332
Pocomoke– Western Lower Delmarva	\$176,973
Youghiogheny	\$235,106

MDE Nontidal Wetland Compensation Fund
Amount Verification Form

Applicant/Principal Contact Name Chuck Stevens, Town Manager.

Applicant/Principal Contact Address Town of La Plata
305 Queen Anne Street
La Plata, Maryland 20646.

Applicant/Principal Contact Phone 301-658-6656.

Applicant/Principal Contact Email cstevens@townoflaplata.org.

Pending Authorization Number 23-NT-0210/202361439.

HUC 8-Digit Lower Potomac (02070011).

MDE Permit Reviewer Sara Albrecht.

Impact Size and Wetland Type(s) 12,370 sq. ft. PFO and 1,497 sq.ft. PEM
Mitigation requirement (2:1 for Forested) = $12,370 \times 2 = 24,740$
Mitigation requirement (1:1 for Emergent) = 1,497
Mitigation requirement (Total) = $12,370 + 1,497 = 26, 237$

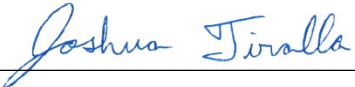
Application Complete Date October 21, 2025.

MDE Calculation of Amount:

26,237 square feet of mitigation required X 259,678 (HUC Rate/Acre) divided by 43,560

Equals \$ 156,409 (rounded to the nearest dollar)

Amount Verified by Josh Tiralla **Mitigation Section** or Division Chief

Signature 

Date 10 / 22 / 2025.

Revised January 27, 2025

**COUNCIL OF THE TOWN OF LA PLATA
Resolution 25-28**

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: November 18, 2025

Date Adopted:

Date Effective:

A RESOLUTION concerning

**La Plata Town Council 2026 Meeting Schedule and
Fiscal Year 2027 Budget Schedule of Events**

FOR the purpose of maintaining regulated and publicly accessible schedules of Town Council Meetings and enhancing public participation in the budget process; and all matters generally relating thereto.

* * * * *

WHEREAS, the Council of the Town of La Plata desires to provide the Public with a consistent schedule of Council meetings; and

WHEREAS, the Council of the Town of La Plata desires to provide the Public with opportunities to engage in the budget process; and

WHEREAS, the Council of the Town of La Plata wishes to be in accordance with the Maryland Open Meetings Act § 3-102 (c) which states that except in special and appropriate circumstances when meetings of public bodies may be closed under this title, it is the public policy of the State that the public be provided with adequate notice of the time and location of meetings of public bodies, which shall be held in places reasonably accessible to individuals who would like to attend these meetings; and

WHEREAS, the Town Code Chapter 13-1 stipulates that the Town Council will hold regular meetings at such time as may be prescribed by its rules but not less frequently than once each month; and

WHEREAS, the Council of the Town of La Plata has determined that meetings on Tuesday evenings at 6:00 PM, with few exceptions, provide both Town Council and the Public with the best opportunity for consistent attendance; and

Resolution 25-28

WHEREAS, unforeseen circumstances may require scheduled meetings to be rescheduled or canceled, or for additional meetings to be scheduled, notification regarding such meetings shall be provided in accordance with the Maryland Open Meetings Act § 3-302 (a).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA that the “Council of the Town of La Plata 2026 Meeting Schedule” as attached hereto as Attachment 1 and the “Calendar of events for the preparation and adoption of the Town of La Plata Financial Plan/Budget for Fiscal Year 2027” attached hereto as Attachment 2 will be the guides for the conduct of business on behalf of the citizens of the Town of La Plata barring any unforeseen circumstances and every effort will be made by Town Council members to attend all meetings to serve the well-being and best interests of their constituents.

ADOPTED AND APPROVED by the Council of the Town of La Plata this ____ day of _____, 2025.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Shelby Pritchett
Town Clerk

Tyjon C. Johnson, Councilman

Date: _____



Council of the Town of La Plata 2026 Meeting Schedule

Regular Meetings of the Town Council are scheduled for **6:00 PM** on Tuesdays unless otherwise stated and are subject to change. Additional meetings may be scheduled as needed.

JANUARY		FEBRUARY	
Regular Meetings	January 13, 2026 January 27, 2026	Regular Meetings	February 10, 2026 February 24, 2026
MARCH		APRIL	
Regular Meetings	March 10, 2026	Regular Meetings	April 14, 2026
Special Meeting	March 17, 2026		April 28, 2026
Regular Meeting	March 24, 2026	JUNE – MML Summer Conference 06/14-17	
MAY		Regular Meetings	June 09, 2026 June 23, 2026
Regular Meeting	May 12, 2026 May 26, 2026	AUGUST	
JULY		Regular Meetings	August 11, 2026 August 25, 2026
Regular Meeting	July 28, 2026	OCTOBER MML	
SEPTEMBER		Regular Meetings	October 13, 2026 October 27, 2026
Regular Meetings	September 08, 2026 September 22, 2026	DECEMBER Fall Conference 12/02-04	
NOVEMBER		Regular Meetings	December 08, 2026 December 22, 2026
Regular Meetings	November 10, 2026 November 24, 2026		

Regular Meetings of the Town Council are scheduled for the 2nd and 4th Tuesdays of each month, unless rescheduled or canceled. Special Meetings and Closed Sessions may be scheduled as needed. When a meeting would fall on a scheduled holiday or planned event an alternate schedule has been adopted.

Meeting agendas with related documentation are published online on the Town's portal at <https://laplatamd.portal.civicclerk.com/> and are subject to change. Interested parties are encouraged to sign up for agenda notifications. Printed copies of the agenda are available upon request by contacting the Department of Legislative Services via phone as listed below or email at legislative@townoflaplata.org.

La Plata Town Hall
305 Queen Anne Street, P.O. Box 2268, La Plata, Maryland 20646
Main: (301) 934-8421 ~ Fax: (301) 934-3965
Web site: www.townoflaplata.org





TOWN OF LA PLATA
305 Queen Anne Street
Post Office Box 2268
La Plata, Maryland 20646

Calendar of events for the preparation and adoption of the Town of La Plata Financial Plan/Budget
for Fiscal Year 2027

DATE	EVENT
Monday, November 03, 2025	Budget development module available to Department Directors in Tyler Pro 10 to prepare their FY2027 Operating and Capital budget requests.
Tuesday, December 09, 2025	Town Council Regular Meeting: Establish policies and direction for the FY2027 Budget.
Monday, January 12, 2026	Deadline for all Department Directors to complete FY 2027 operating and capital budget for review by the Town Manager and Treasurer.
Monday, January 19, 2026 – Friday, January 23, 2026	The Town Manager and Treasurer meet to discuss the department's proposed budget.
Monday, January 26, 2026 – Friday, February 06, 2026	The Town Manager and Treasurer meet with Department Directors to align their budgets with service priorities and available resources.
Friday, February 13, 2026	Submit proposed Operating and Capital Budget to the Finance Committee for analysis and opinion on revenue projections and forecasts, budget fiscal sustainability, and financial condition (10 Point Test). Feedback is due 02/27/26.
Tuesday, March 03, 2026	Town Manager transmits Proposed FY2027 Operating & Capital Budget to Council.
Tuesday, March 17, 2026	Town Council Work Session: FY2027 Budget Discussion

DATE	EVENT
Tuesday, March 24, 2026	Town Council Regular Meeting: 1. Discussion on any outstanding General Fund and Enterprise Funds Budgets. 2. Discussion of fee schedule.
Friday, April 10, 2026 (Due by Noon on Tuesday 04/07/26)	1. Publication of notice of public hearing on Fee Schedule 2. Publication of notice of public hearing on Financial Plan Budget 3. Publication of notice of public hearing on Tax Rate. (If Applicable)
Tuesday, April 28, 2026	Town Council Regular Meeting: 1. Public Hearing and Public Comment on FY 2027 Fee Schedule. 2. Public Hearing and Public Comment on FY 2027 Financial Plan Budget 3. Public Hearing and Public Comment on Tax Rate. (If Applicable) 4. Introduction of Ordinance adopting the FY 2027 Fee Schedule. 5. Introduction of Ordinance adopting the FY 2027 Financial Plan Budget. 6. Introduction of Ordinance for FY 2027 Tax Rates.
Tuesday, May 12, 2026	Town Council Regular Meeting: Adoption of Ordinances for FY 2027 Tax Rates, Fee Schedule, and Financial Plan Budget.

Town of La Plata

Mayor
Jeannine E. James

Council
Paul C. Guttenberg
Patrick McCormick
Gregory Sampson, Jr.
Tyjon C. Johnson



Town Manager
Chuck Stevens

Assistant Town Manager
Michelle D. Miner

Subj: Town Manager's Operational Report

Period Ending: October 31, 2025

Date Prepared: November 12, 2025

I. Town Manager's Update

I am pleased to report that October concluded with continued operational excellence across all Town departments. Core services remained uninterrupted throughout the reporting period, and staff maintained their commitment to responsive service delivery while advancing critical infrastructure maintenance and capital planning objectives. The organization continues to demonstrate resilience and adaptability in meeting community needs.

Strategic Initiatives Update

Staff have made progress on the Council's priority initiatives from the strategic retreat. The following updates reflect advancement across multiple fronts:

- **Adequate Public Facilities Ordinance (APFO):** Staff has completed an initial draft of the school seat allocation methodology, which has been submitted to Charles County Public Schools and Charles County Planning and Growth Management for their review and input. Feedback from these agencies is anticipated following the Thanksgiving holiday. Concurrently, the development of transportation standards continues on schedule, with completion targeted for early December. The comprehensive APFO draft will be presented to the Planning Commission in December for their consideration and recommendations.
- **Fiscal Impact of Zoning Study:** Following a competitive procurement process, the Town has successfully selected a qualified consultant for this critical analysis. Contract negotiations and execution are currently in progress. Contract details will be presented to Council upon final execution.
- **Tourism Zoning Ordinance:** The drafting phase has been completed, and staff are conducting final technical refinements to ensure regulatory clarity and effectiveness. This ordinance is scheduled for presentation to the Town Council in December.

- **Facilities Master Plan Study:** A consultant has been selected through the competitive RFP process, and staff are finalizing contractual arrangements to initiate this important planning effort. Contract details will be presented to Council upon final execution.
- **Digital Accessibility:** The Human Resources Department continues to lead the cross-functional team focused on digital accessibility compliance. A comprehensive compliance roadmap has been established to guide the Town toward meeting the April 2027 deadline established by federal regulations.
- **Reserve Fund Policy:** The finance committee is actively developing policy recommendations for Council consideration. Staff anticipates the committee will finalize their recommendations in December, with the goal of incorporating them into the December 9 budget presentation to Town Council.
- **Council Rules of Procedure and Rules of Conduct:** Staff continues to work closely with the Town's Special Counsel to draft these foundational governance documents.

II. Departmental Operational Highlights

Human Resources

The department remains focused on meeting the organizational demand for staffing, reflected in an increase in total vacancies across the organization.

- **Key Personnel Appointments and Recruitment:** The department successfully managed several key appointments in October, including the hiring of the new Town Clerk (start date 10/28) and the hiring of a new Senior Planner (start date 11/17). The recruitment process also secured hires for a Systems Administrator (start date 11/3), a Mechanic (start date 11/10), and a GIS Technician (start date 11/17).
- **Turnover and Labor:** The monthly turnover rate for October was 4.90% (four separated employees), which staff will continue to monitor in the context of industry benchmarks and organizational trends. Overtime costs for the month totaled \$26,275.01, corresponding to 663.631 hours, consistent with operational demands.

Public Safety (Police Department)

The Police Department maintained a high level of community engagement and enforcement during October, managing an increased volume of calls for service.

- **Calls and Incident Volume:** Officers responded to 1,590 calls for service during the month, an increase from the 1,328 calls reported in September. A total of 62 incident reports were generated.

- **Crime Trends:** Six assaults and two aggravated assaults were reported. Vehicle Thefts (3) were slightly up compared to the previous month (2). Notably, the department reported the first month with zero emergency petitions for mental health evaluations. Staff will continue to monitor these trends for comparative analysis as data patterns emerge.
- **Enforcement:** Traffic operations resulted in 127 total stops, leading to 43 citations. Zero DUI incidents were documented during October. Increased traffic enforcement initiatives continued to be implemented to ensure roadway safety for children walking to school and waiting at bus stops.
- **Special Operations:** The Narcotics Task Forces continued progress on numerous joint investigations.
- **Community and Policy Focus:** The department was heavily involved in community events, including multiple Trunk or Treat events, the Town of La Plata Fall Festival, and assisting the Special Olympics Fall Sports Event. Pfc. Shuar received an award at the Maryland State Highway Traffic Safety Banquet for being one of the top DUI arrest producers in the state for 2024. The department is leading the project to procure and install public safety cameras for Town buildings and properties.

Legislative Services

The Legislative Services Department provided comprehensive support to the Town Council and managed transparency and records functions, concluding the month with three newly adopted resolutions and managing a high volume of public records requests.

- **Legislation and Governance:** The Town Council adopted three resolutions on October 21st: Resolution 25-25 concerning Utility Bill Assistance for Town Residents and Businesses, Resolution 25-26 regarding the Purchase of Security Cameras, and Resolution 25-27 approving the Town Hall Host Server Replacement. The Tourism Zone Ordinance remains actively in development, with staff meeting to discuss its development.
- **Public Information Act (PIA) Management:** The department managed 10 Public Information Act (PIA) requests during October. These requests covered a range of topics, including documents related to the Town's water and sewer capacity, utilities in specific parcels, building permit records, and law enforcement video footage. Several requests for video footage are currently pending receipt of prepayment.
- **External Engagement and Recognition:** Staff participated in external engagement activities, including a walking tour of downtown La Plata related to the Charles County Arts Master Plan. They also participated in a walking tour of downtown businesses and the farmers market with the Charles County Citizens Academy and Economic Development Department. The department processed the issuance of the Town Seal for the Rootbound Farms grand opening.

- **Boards and Commissions:** Legislative staff noted vacancies on the Beautification Commission/Keep La Plata Beautiful, Design Review Board (Alternate), and Board of Appeals (Alternate). Staff facilitated an interview of a candidate for a vacancy on the Historic Preservation Commission, who will be referred to the Town Council for appointment in November.
- **Staffing and Training:** The new Town Clerk, began her tenure on October 28th. Staff attended the Maryland Municipal League Fall Conference and the Main Street Maryland Power Hour on Succession Planning.

Planning & Code Enforcement

The Planning Department continued to progress on development and capital projects while maintaining regular enforcement activity.

- **Development Progress:** Staff continued coordinating on the Pinegrove Development Project. La Plata High School applied for a Major Site Plan to remodel and expand the school.
- **Permitting Activity:** In October, the Town issued 49 Permits and 30 Certificates of Occupancy.
- **Compliance and Inspections:** The Code Enforcement/Inspections division managed 35 Rental Inspections, 22 Zoning Violations, and 28 Sanitary Sewer Inspections.
- **Stormwater & National Pollutant Discharge Elimination System (NPDES) Status:** The Tilghman Lake Dam Rehabilitation project saw the completion of the berm for unsuitable areas and received MDE inspection.

Public Works and Utilities

Core utility and infrastructure maintenance were performed, alongside progress on required capital projects.

- **Sanitation/Grounds Maintenance:** Sanitation operations included weekly trash and recycling collection routes, performing 78 container deliveries/replacements, and Bulk Pickup collection for 76 residents. Loose-leaf pick up began on October 13. Fall landscaping, weeding, and mulching were performed at Town Hall.
- **Water Distribution:** Staff repaired a water leak on Anne Arundel Drive and performed 73 water work orders. This included an emergency repair to a hydrant at Quailwood Parkway & Port Tobacco Road after it was hit by a car. Staff performed 222 utility locates. Repairs and testing of the well pump and motor for Well #11 were completed, though the final steps are pending receipt of replacement electric components.
- **Sewer Collection and WWTP:** The Wastewater Treatment Plant (WWTP) reported an Average Daily Flow of 1.0587 MGD and, favorably, reported zero total non-compliance

events for the month of October. Installation of a new sludge pump station began. A pilot program utilizing a degreaser system was started in the Mary Ball pump station to evaluate alternatives to manual cleaning.

- Infrastructure Maintenance/Projects: Staff replaced a stormwater pipe under the Wills Park driveway, which involved installing a 15-inch HDPE pipe and a new manhole. For the Hydrant Repair/Replacement Project, Town staff fixed 19 of 43 hydrants as of October 31.
- AMI System: The overall Automated Meter Infrastructure (AMI) system read rate stands at 92.58%, with meter node replacements at 56 of 344 (16.28%) as of November 7, progressing toward full system optimization.

Monthly Treasurer Report

For Fiscal Year 2025 Through September 30, 2025

Bank & Investment Accounts as of September 30, 2025

Checking Account Activity

Balance at 09/01/2025	\$1,750,600.00
Credits	
Cash/Check Deposits	\$84,169.00
Credit Card Trans Deposits	\$36,757.84
Taxes	\$1,649,395.20
Intra-Gov't & Grants Deposits	\$64,317.00
Other Deposits	\$7,613,109.64
Interest from MBS	\$23,193.43
Transfer from ICS	<u>\$1,025,390.65</u>
	\$10,496,332.76
Debits	
Payroll (Salary/Taxes/Benefits)	\$652,902.79
Vendor Check Payments	\$15,371.28
Vendor ACH Payments	\$643,590.46
Other Outflows	\$0.00
Returned Payments	\$168.58
Transfer to ICS	<u>\$9,184,699.65</u>
	\$10,496,732.76
Balance at 09/30/2025	\$1,750,200.00

Investment Account Balance

WesBanco Investment Account (ICS)

Balance at 09/01/2025	\$37,273,997.36
In from Checking Account	\$9,184,699.65
Interest	\$146,388.80
Out to Checking Account	<u>-\$1,025,390.65</u>
Balance at 09/30/2025	\$45,579,695.16

Mult-Bank Securities, Inc.

Money Market	\$1,232,273.35
Certificates of Deposit	<u>\$8,494,954.12</u>
Balance at 09/30/2025	\$9,727,227.47

PNC MLGIP - General Account

Balance at 09/01/2025	\$4,295,552.73
Interest	<u>\$14,983.00</u>
Balance at 09/30/2025	\$4,310,535.73

PNC MLGIP - Vehicle Repl

Balance at 09/01/2025	\$1,054,888.68
Interest	<u>\$3,679.48</u>
Balance at 09/30/2025	\$1,058,568.16

General Fund Revenue and Expenditure Overview

Budget to Date

	Budget	Actual	% Remaining	\$ Remaining
Revenues	\$16,627,082	\$2,118,595	87.3%	\$14,508,487
Expenditures	\$16,627,082	\$2,609,351	84.3%	\$14,017,731

Budget to actual comparison does not include amounts for HGSTD and Inspection passthrough income & costs.

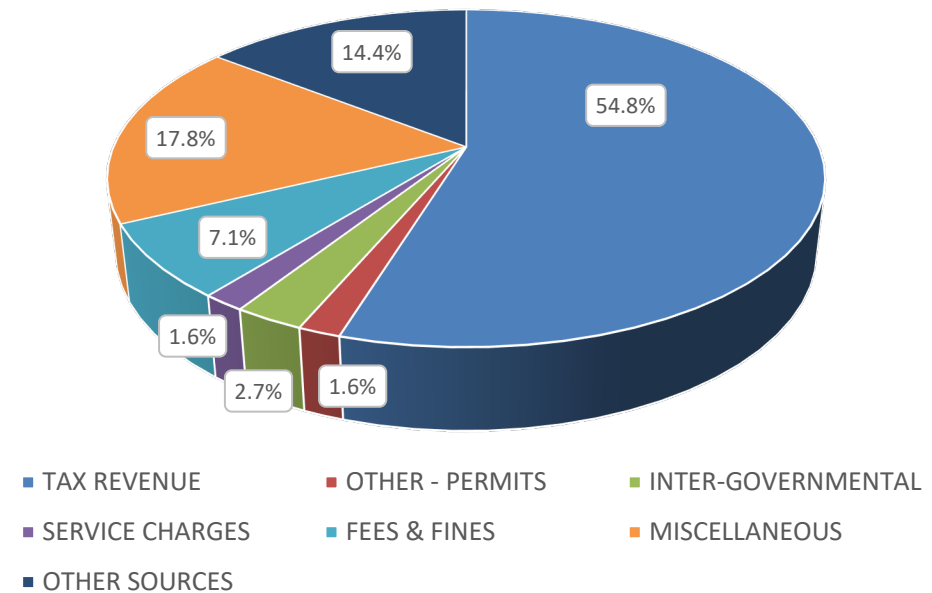
Prior Year Actuals Comparison

	FY 2025	FY 2026	% Variance	\$ Variance
Revenues	\$1,902,362	\$2,118,595	11.4%	\$216,233
Expenditures	\$3,003,084	\$2,609,351	-13.1%	-\$393,733

General Fund Revenues Overview

Category	FY2026 Budget	YTD Revenues
TAX REVENUE	\$9,181,705	\$1,160,570
OTHER - PERMITS	\$302,700	\$34,529
INTER-GOVERNMENTAL	\$3,698,272	\$56,949
SERVICE CHARGES	\$59,000	\$34,851
FEES & FINES	\$193,000	\$150,061
MISCELLANEOUS	\$804,454	\$376,118
OTHER SOURCES	\$2,387,951	\$305,516
	\$16,627,082	\$2,118,594

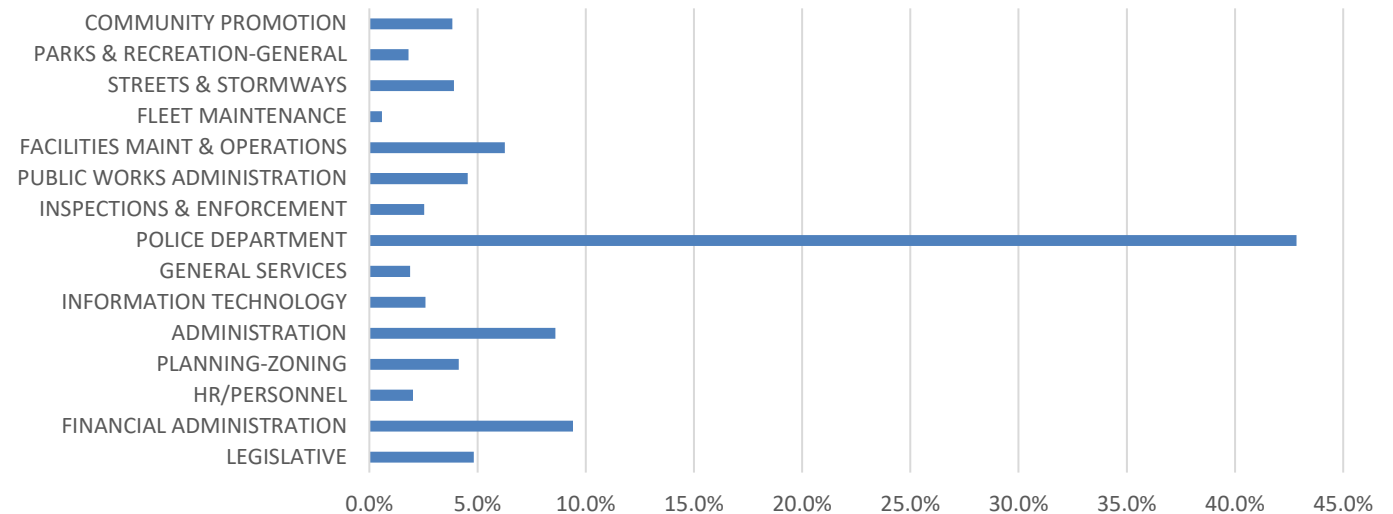
% of FY26 YTD Revenue By Category



General Fund Operating Expenditure Overview

Department	FY25 Operating Expenditures	FY26 Operating Expenditures
LEGISLATIVE	\$126,219	\$123,081
ELECTIONS	\$0	\$0
FINANCIAL ADMINISTRATION	\$218,539	\$240,295
HR/PERSONNEL	\$59,845	\$51,308
PLANNING-ZONING	\$100,572	\$105,623
ADMINISTRATION	\$139,280	\$219,427
INFORMATION TECHNOLOGY	\$124,939	\$66,058
GENERAL SERVICES	\$55,989	\$48,006
POLICE DEPARTMENT	\$1,218,589	\$1,093,633
INSPECTIONS & ENFORCEMENT	\$72,255	\$64,838
EMERGENCY PREPAREDNESS	\$5,931	\$6,402
PUBLIC WORKS ADMINISTRATION	\$196,084	\$116,013
FACILITIES MAINT & OPERATIONS	\$116,558	\$159,796
FLEET MAINTENANCE	\$37,589	\$15,036
STREETS & STORMWAYS	\$176,448	\$99,684
PARKS & RECREATION-GENERAL	\$58,596	\$46,053
COMMUNITY PROMOTION	\$96,152	\$97,819
	\$2,803,584	\$2,553,071

FY26 % of Operating Expenditures by Department



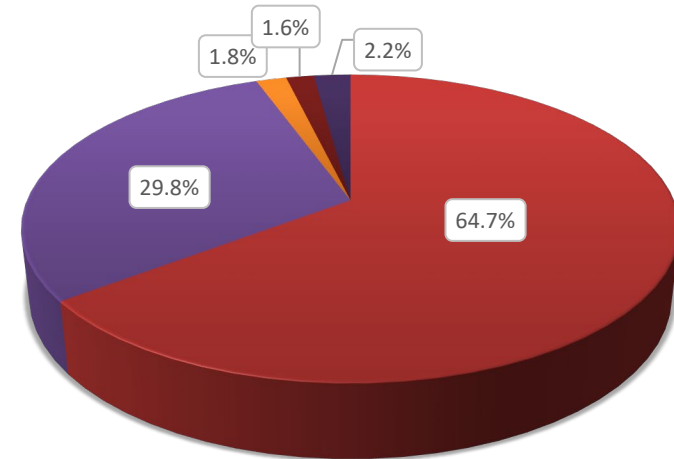
Total Operating Expenditures through September 2025 is 22.4% of FY2026 Budget

General Fund Expenditure Overview (cont.)

Department	FY2026 Capital Budget	YTD Capital Expenditures
PLANNING-ZONING	\$185,000	\$5,896
POLICE DEPARTMENT	\$230,000	\$900
PUBLIC WORKS ADMINISTRATION	\$115,000	\$0
FACILITIES MAINT & OPERATIONS	\$1,795,825	\$44,780
STREETS & STORMWAYS	\$617,822	\$0
PARKS & RECREATION-GENERAL	\$1,975,845	\$4,704
	<u>\$4,919,492</u>	<u>\$56,280</u>

Category	FY2026 Budget	YTD Expenditures
SALARY & BENEFITS	\$8,361,572	\$1,687,804
CONTRACTING SERVICES	\$2,493,318	\$776,636
SUPPLIES & MATERIALS	\$569,763	\$46,379
OTHER EXPENDITURES	\$282,937	\$42,252
CAPITAL OUTLAY	\$4,919,492	\$56,280
	<u>\$16,627,082</u>	<u>\$2,609,351</u>

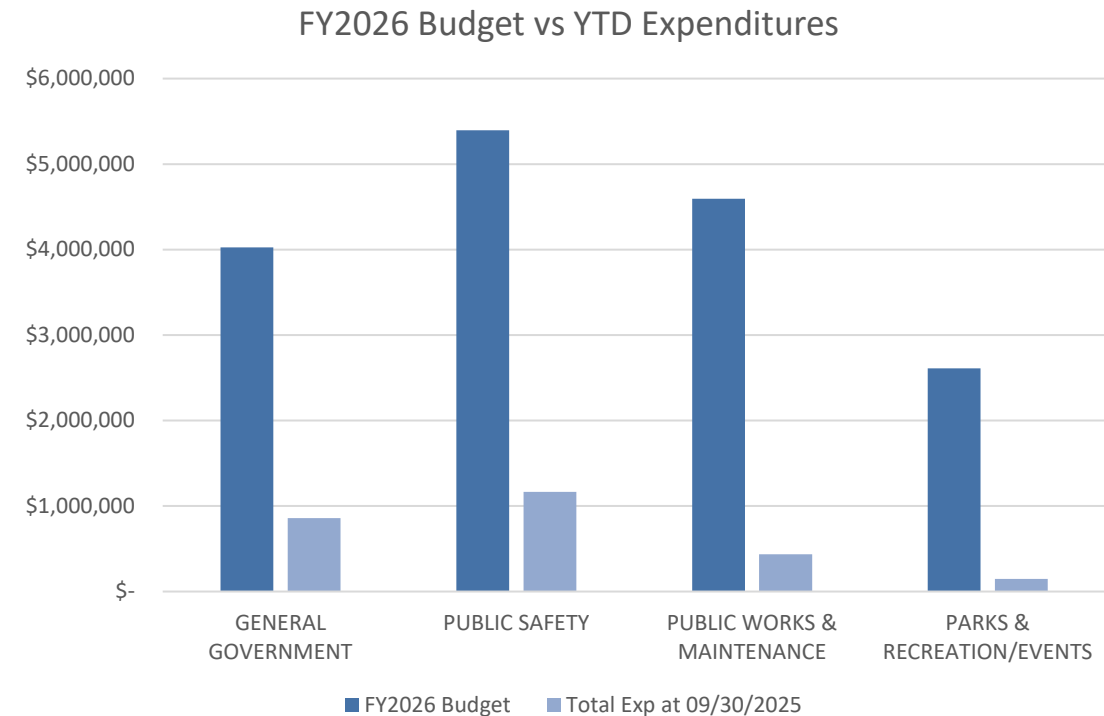
% of Expenditures by Category



- SALARY & BENEFITS
- CONTRACTING SERVICES
- SUPPLIES & MATERIALS
- OTHER EXPENDITURES
- CAPITAL OUTLAY

General Fund FY 2026 Budget vs Actual YTD

Department	FY2026 Budget	Total Exp at 09/30/2025	Budget Remaining	Percent Remaining
LEGISLATIVE	\$486,925	\$123,081	\$363,844	74.7%
FINANCE	\$1,089,825	\$240,295	\$849,530	78.0%
HR/PERSONNEL	\$317,203	\$51,308	\$265,895	83.8%
PLANNING-ZONING	\$920,964	\$111,520	\$809,444	87.9%
ADMINISTRATION	\$701,709	\$219,427	\$482,282	68.7%
INFORMATION TECHNOLOGY	\$345,895	\$66,058	\$279,837	80.9%
GENERAL SERVICES	\$161,858	\$48,006	\$113,852	70.3%
GENERAL GOVERNMENT	\$4,024,379	\$859,695	\$3,164,684	78.6%
POLICE	\$5,096,157	\$1,094,533	\$4,001,624	78.5%
INSPECTIONS & ENFORCEMENT	\$289,962	\$64,838	\$225,124	77.6%
EMERGENCY PREPAREDNESS	\$9,180	\$6,402	\$2,778	30.3%
PUBLIC SAFETY	\$5,395,299	\$1,165,773	\$4,229,526	78.4%
PUBLIC WORKS ADMINISTRATION	\$765,994	\$116,013	\$649,981	84.9%
FACILITIES MAINT & OPERATIONS	\$2,229,835	\$204,576	\$2,025,259	90.8%
FLEET MAINTENANCE	\$183,389	\$15,036	\$168,353	91.8%
STREETS & STORMWAYS	\$1,415,810	\$99,684	\$1,316,126	93.0%
PUBLIC WORKS & MAINTENANCE	\$4,595,028	\$435,309	\$4,159,719	90.5%
PARKS & RECREATION-GENERAL	\$2,254,812	\$50,756	\$2,204,056	97.7%
COMMUNITY PROMOTION	\$357,564	\$97,819	\$259,745	72.6%
PARKS & RECREATION/EVENTS	\$2,612,376	\$148,575	\$2,463,801	94.3%
Total General Fund	\$16,627,082	\$2,609,351	\$14,017,731	84.3%



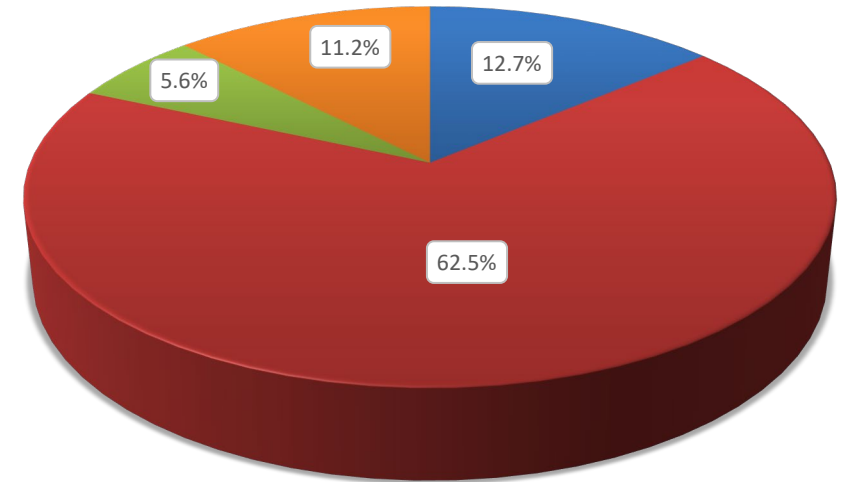
Water Fund Revenue and Expense Overview

Budget to Date

	Budget	Actual	% Remaining
Revenues	\$4,258,992	\$471,970	88.9%

Category	Fiscal Budget	FYD Expense	Budget Remaining
SALARY & BENEFITS	\$385,521	\$56,379	85.4%
CONTRACTING SERVICES	\$673,882	\$276,902	58.9%
SUPPLIES & MATERIALS	\$352,171	\$25,029	92.9%
OTHER EXPENDITURES	\$242,000	\$3,897	98.4%
CAPITAL OUTLAY	\$2,379,200	\$31,217	98.7%
TRANSFERS	\$226,218	\$49,863	78.0%
	<u>\$4,258,992</u>	<u>\$443,286</u>	<u>89.6%</u>

% of YTD Expense by Category



Prior Year Actuals Comparison

	FY 2025	FY 2026	% Variance	\$ Variance
Revenues	\$474,004	\$471,970	-0.4%	-\$2,034
Expenditures	\$415,307	\$443,286	6.7%	\$27,980

■ SALARY & BENEFITS
 ■ CONTRACTING SERVICES
■ SUPPLIES & MATERIALS
 ■ TRANSFERS

Sewer Revenue & Expense Overview

Revenues

Category	Budgeted	YTD Revenues	Budget Remaining
INTAR-GOVERNMENTAL	\$0	\$0	
SERVICE CHARGES	\$4,866,675	\$1,308,881	73.1%
FEES & FINES	\$74,006	\$16,390	77.9%
MAJ FAC FEE REV	\$0	\$166,064	0.0%
MISCELLANEOUS	\$533,956	\$157,583	70.5%
OTHER SOURCES	\$10,799,241	\$7,562,000	30.0%
	\$16,273,878	\$9,210,918	43.4%

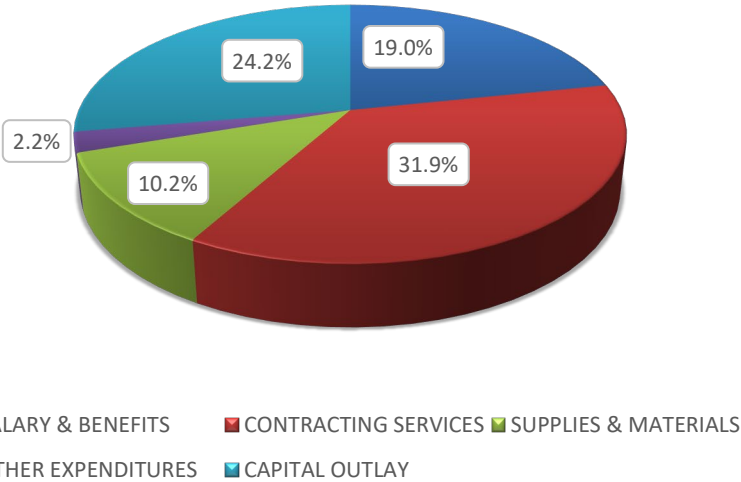
Expense

Category	Fiscal Budget	YTD Expense	Budget Remaining
SALARY & BENEFITS	\$1,225,163	\$242,150	80.2%
CONTRACTING SERVICES	\$1,494,946	\$406,302	72.8%
SUPPLIES & MATERIALS	\$708,108	\$130,272	81.6%
OTHER EXPENDITURES	\$1,194,609	\$28,266	97.6%
CAPITAL OUTLAY	\$10,710,000	\$308,983	97.1%
DEBT & TRANSFERS	\$941,052	\$159,426	83.1%
	\$16,273,878	\$1,275,399	92.2%

Prior Year Actuals Comparison

	FY 2025	FY 2026	% Variance	\$ Variance
Revenues	\$2,286,553	\$9,210,919	302.8%	\$6,924,366
Expenditures	\$1,054,570	\$1,275,399	20.9%	\$220,829

% of YTD Expense by Category



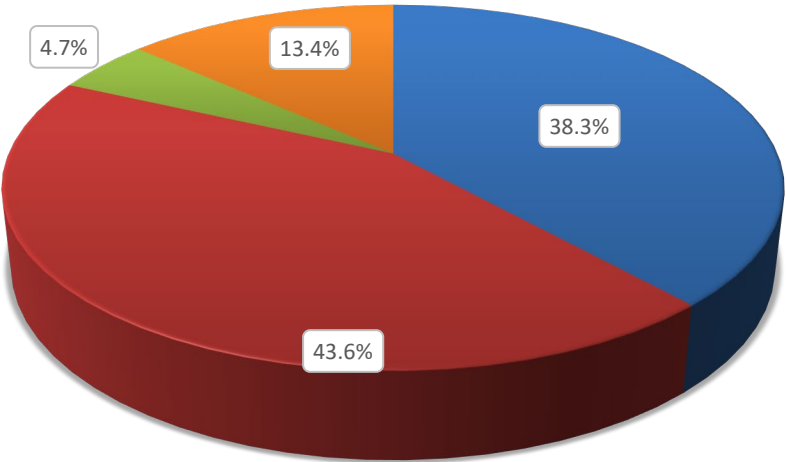
Sanitation Fund Revenue and Expense Overview

Budget to Date

	Budget	Actual	% Remaining
Revenues	\$2,662,758	\$596,327	77.6%

Category	Fiscal Budget	YTD Expense	Budget Remaining
SALARY & BENEFITS	\$1,015,997	\$198,981	80.4%
CONTRACTING SERVICES	\$907,063	\$226,353	75.0%
SUPPLIES & MATERIALS	\$142,780	\$24,565	82.8%
OTHER EXPENDITURES	\$68,563	\$40	99.9%
CAPITAL OUTLAY	\$250,000	\$0	100.0%
TRANSFERS	\$278,355	\$69,589	75.0%
	<u>\$2,662,758</u>	<u>\$519,529</u>	<u>80.5%</u>

% of Expenditures by Category



Prior Year Actuals Comparison

	FY 2025	FY 2026	% Variance	\$ Variance
Revenues	\$543,516	\$596,327	9.7%	\$52,811
Expense	\$465,563	\$519,529	11.6%	\$53,966

■ SALARY & BENEFITS
 ■ CONTRACTING SERVICES
 ■ SUPPLIES & MATERIALS
 ■ TRANSFERS

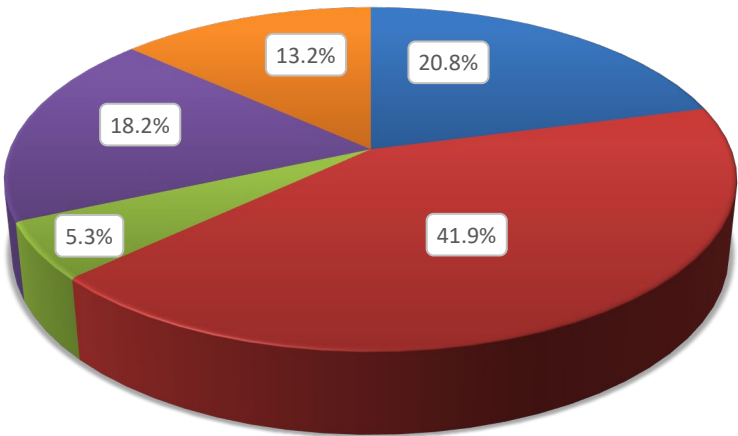
Stormwater Fund Revenue and Expense Overview

Budget to Date

	Budget	Actual	% Remaining
Revenues	\$2,756,047	\$267,396	90.3%

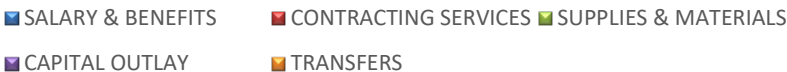
Category	Fiscal Budget	FYD Expense	Budget Remaining
SALARY & BENEFITS	\$245,946	\$41,922	83.0%
CONTRACTING SERVICES	\$136,179	\$84,462	38.0%
SUPPLIES & MATERIALS	\$269,848	\$10,693	96.0%
OTHER EXPENDITURES	\$110,523	\$1,060	99.0%
CAPITAL OUTLAY	\$1,887,000	\$36,759	98.1%
TRANSFERS	\$106,551	\$26,638	75.0%
	<u>\$2,756,047</u>	<u>\$201,534</u>	<u>92.7%</u>

% of YTD Expense by Category



Prior Year Actuals Comparison

	FY 2025	FY 2026	% Variance	\$ Variance
Revenues	\$242,464	\$267,396	10.3%	\$24,931
Expenditures	\$173,793	\$201,534	16.0%	\$27,741





Town of La Plata

Vendor History Report

By Vendor Name

Posting Date Range -

Payment Date Range 09/01/2025 - 09/30/2025

Description	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Vendor Set 01						
0012 - A.C. SCHULTES OF MD, INC	9,650.00	0.00	0.00	0.00	9,650.00	9,650.00
0330 - ABC BURGLAR ALARM SYSTEMS INC.	493.72	0.00	0.00	0.00	493.72	493.72
0318 - ACME AUTO LEASING, LLC	895.00	0.00	0.00	0.00	895.00	895.00
1085 - ADVANCE AUTO PARTS	111.60	0.00	0.00	0.00	111.60	111.60
10024 - Allen Woody DeLauder	35.00	0.00	0.00	0.00	35.00	35.00
0134 - AMAZON CAPITAL SERVICES, INC.	1,450.07	0.00	0.00	0.00	1,450.07	1,450.07
0369 - AMERICAN SCALE & EQUIPMENT CO., INC.	352.50	0.00	0.00	0.00	352.50	352.50
9978 - AUSTINS DIRTWORKS LLC	265.00	0.00	0.00	0.00	265.00	265.00
1496 - BAYSIDE KUBOTA	20.64	0.00	0.00	0.00	20.64	20.64
0739 - BEST WAY, INC.	228.30	0.00	0.00	0.00	228.30	228.30
0420 - BURCH OIL CO., INC.	434.28	0.00	0.00	0.00	434.28	434.28
9810 - CALVERT WOOD RECYCLING LLC	711.16	0.00	0.00	0.00	711.16	711.16
9513 - CANON SOLUTIONS AMERICA, INC.	201.61	0.00	0.00	0.00	201.61	201.61
0073 - Capital Electric	73.73	0.00	0.00	0.00	73.73	73.73
0720 - CareFirst BlueChoice	95,090.26	0.00	0.00	0.00	95,090.26	95,090.26
0961 - CARTER MACHINERY COMPANY, INC.	90,723.00	2,927.00	0.00	0.00	93,650.00	93,650.00
1647 - Celia Craze	7,410.00	0.00	0.00	0.00	7,410.00	7,410.00
1405 - CHANEY ENTERPRISES	578.69	0.00	0.00	0.00	578.69	578.69
0801 - CHARLES COUNTY GOVERNMENT	5,993.87	0.00	0.00	0.00	5,993.87	5,993.87
3204 - CHESAPEAKE EMPLOYERS INSURANCE	21,329.00	0.00	0.00	0.00	21,329.00	21,329.00
10023 - Christi Lathrop	246.00	0.00	0.00	0.00	246.00	246.00
0974 - CINTAS CORP #393	2,308.99	0.00	0.00	0.00	2,308.99	2,308.99
0894 - CINTAS CORPORATION	1,788.40	0.00	0.00	0.00	1,788.40	1,788.40
10140 - Colton Simpson	26.00	0.00	0.00	0.00	26.00	26.00
0966 - COMCAST	206.35	0.00	0.00	0.00	206.35	206.35
0164 - CORE & MAIN	468.60	0.00	0.00	0.00	468.60	468.60
1594 - DATAPRISE INC	5,032.71	0.00	0.00	0.00	5,032.71	5,032.71
1203 - DAVE'S SEPTIC TANK SERVIC	2,000.00	0.00	0.00	0.00	2,000.00	2,000.00
1614 - DEPT OF PUBLIC SAFETY & CORR	112.00	0.00	0.00	0.00	112.00	112.00
0548 - DFG FACILITIES	6,949.31	0.00	0.00	0.00	6,949.31	6,949.31
9645 - DR. JACK LEEB	825.00	0.00	0.00	0.00	825.00	825.00
0291 - DUFFIELD HAULING, INC.	9,042.17	0.00	0.00	0.00	9,042.17	9,042.17
0194 - EAST END CONSTRUCTION, LLC	13,830.00	0.00	0.00	0.00	13,830.00	13,830.00
10167 - Elan Corporate Payment Systems	6,544.22	0.00	0.00	0.00	6,544.22	6,544.22
0490 - ESG HYDRANT SERVICES, LLC	12,163.50	0.00	0.00	0.00	12,163.50	12,163.50
1307 - FANTASY WORLD ENTERTAINMENT	2,450.00	0.00	0.00	0.00	2,450.00	2,450.00
2003 - FERGUSON ENTERPRISES, INC.	245.22	0.00	0.00	0.00	245.22	245.22

Vendor History Report

Description	Posting Date Range -					
	Amount	Shipping	Tax	Discount	Net	Payment
1686 - FORTILINE, INC.	2,402.59	0.00	0.00	0.00	2,402.59	2,402.59
0514 - FOVNDRY by VAN EPEREN	3,472.50	0.00	0.00	0.00	3,472.50	3,472.50
9733 - FRANKLIN MILLER, INC.	4,840.00	380.00	0.00	0.00	5,220.00	5,220.00
0237 - FRONTLINE MOBILE TECH	10,991.50	0.00	0.00	0.00	10,991.50	10,991.50
0588 - GALLS INCORPORATED	2,092.36	0.00	0.00	0.00	2,092.36	2,092.36
9647 - GEORGE S COYNE CHEMICAL CO., INC	8,572.00	0.00	0.00	0.00	8,572.00	8,572.00
0498 - GLOBALPAYMENT INTEGRATED	22,940.48	0.00	0.00	0.00	22,940.48	22,940.48
9813 - GRAINGER, INC	175.74	0.00	0.00	0.00	175.74	175.74
1695 - HARDWAY CONNECTION	1,500.00	0.00	0.00	0.00	1,500.00	1,500.00
10179 - Hawkins Inc	17,102.13	0.00	0.00	0.00	17,102.13	17,102.13
9888 - HEALTH EQUITY	4,866.42	0.00	0.00	0.00	4,866.42	4,866.42
0425 - HOME LAND ENVIRONMENTAL HEALTH LABS, LLC	1,315.00	0.00	0.00	0.00	1,315.00	1,315.00
1611 - J&R SUPPLY CORPORATION	1,044.55	0.00	0.00	0.00	1,044.55	1,044.55
10025 - Jack Morris	979.00	0.00	0.00	0.00	979.00	979.00
0856 - JUDY'S CLEANERS, INC	357.80	0.00	0.00	0.00	357.80	357.80
10074 - KARPINKSKI, CORNBROOKS & KARP, P.A.	4,757.50	0.00	0.00	0.00	4,757.50	4,757.50
1680 - KAWASAKI MOTORS CORP., U.S.A.	0.00	0.00	0.00	0.00	0.00	0.00
0551 - LA PLATA HARDWARE	468.74	0.00	0.00	0.00	468.74	468.74
4403 - LA PLATA MILL & SUPPLY CO., INC	788.55	0.00	0.00	0.00	788.55	788.55
0972 - LA PLATA TIRE CENTER	1,030.04	0.00	0.00	0.00	1,030.04	1,030.04
9244 - LABORATORY CORPORATION OF	112.00	0.00	0.00	0.00	112.00	112.00
0457 - LANE ENTERPRISES, INC.	5,823.00	0.00	0.00	0.00	5,823.00	5,823.00
1670 - Martha Tracy	224.00	0.00	0.00	0.00	224.00	224.00
0340 - MARYLAND BIOCHEMICAL COMPANY. INC.	2,819.31	0.00	0.00	0.00	2,819.31	2,819.31
7600 - MCCRONE, INC.	14,762.50	0.00	0.00	0.00	14,762.50	14,762.50
10087 - Michelle Fitzwater	38.00	0.00	0.00	0.00	38.00	38.00
0065 - MISSION COMMUNICATIONS LLC	1,567.43	0.00	0.00	0.00	1,567.43	1,567.43
3200 - Mission Sqare -457- #300535	17,636.36	0.00	0.00	0.00	17,636.36	17,636.36
1631 - Mitchell & Titus, LLP	27,000.00	0.00	0.00	0.00	27,000.00	27,000.00
10155 - MK Consulting Engineers LLC	200.00	0.00	0.00	0.00	200.00	200.00
10184 - Modaxo Traffic Management USA Inc.	33,860.00	0.00	0.00	0.00	33,860.00	33,860.00
9542 - O2 SUPPLY COMPANY, INC.	645.86	0.00	0.00	0.00	645.86	645.86
0356 - ODP BUSINESS SOLUTIONS, LLC	132.94	0.00	0.00	0.00	132.94	132.94
10017 - OLD Bay Technology, LLC	2,100.00	0.00	0.00	0.00	2,100.00	2,100.00
7406 - ON DUTY SUPPLY, INC	755.46	0.00	0.00	0.00	755.46	755.46
0265 - ONE CALL CONCEPTS, INC	267.12	0.00	0.00	0.00	267.12	267.12
0895 - Paylocity - AP	3,658.00	0.00	0.00	0.00	3,658.00	3,658.00
0945 - Paylocity - PR	500,337.88	0.00	0.00	0.00	500,337.88	419,410.32
1699 - PET ASSURE CORP	85.75	0.00	0.00	0.00	85.75	85.75
1696 - PHOENIX INTERNATIONAL INCORPORATED	200.00	0.00	0.00	0.00	200.00	200.00
6200 - PITNEY BOWES INC	523.05	0.00	0.00	0.00	523.05	523.05
0118 - PLANCHEK, INC.	57,230.18	0.00	0.00	0.00	57,230.18	57,230.18
9922 - RING CENTRAL, INC.	5,290.66	0.00	0.00	0.00	5,290.66	5,290.66
10200 - Schrier, Tolin & Wagman, LLC	-352.84	0.00	0.00	0.00	-352.84	-352.84

Vendor History Report

					Posting Date Range -	
Description	Amount	Shipping	Tax	Discount	Net	Payment
1668 - Selyce Freeman	20.00	0.00	0.00	0.00	20.00	20.00
1341 - SMECO	16,055.81	0.00	0.00	0.00	16,055.81	16,055.81
7408 - SOSMETAL PRODUCTS, INC.	528.06	0.00	0.00	0.00	528.06	528.06
7423 - SOUTHERN MARYLAND HYDRAUL, INC.	172.14	0.00	0.00	0.00	172.14	172.14
9929 - SOUTHERN MARYLAND RECYCLING, INC.	19,495.59	0.00	0.00	0.00	19,495.59	19,495.59
7495 - STATE RETIREMENT & PENSION	34,391.64	0.00	0.00	0.00	34,391.64	34,391.64
10090 - Susan Buckley	41.00	0.00	0.00	0.00	41.00	41.00
0672 - T & T SWEEPING SERVICE	2,230.00	0.00	0.00	0.00	2,230.00	2,230.00
10131 - Tammy T. Holder	11.00	0.00	0.00	0.00	11.00	11.00
10086 - Toby Swarey	103.00	0.00	0.00	0.00	103.00	103.00
10089 - Tony Hamilton	232.00	0.00	0.00	0.00	232.00	232.00
9892 - TRANSAMERICA EMPLOYEE BENEFITS	494.48	0.00	0.00	0.00	494.48	494.48
1515 - USABLUEBOOK	1,935.65	0.00	0.00	0.00	1,935.65	1,935.65
0449 - VAN DALEN INDUSTRIES	235.04	0.00	0.00	0.00	235.04	235.04
0282 - VERIZON	5,220.82	0.00	0.00	0.00	5,220.82	5,220.82
10122 - Verizon Connect Fleet USA LLC	206.95	0.00	0.00	0.00	206.95	206.95
9219 - WALDORF POSTMASTER	10,000.00	0.00	0.00	0.00	10,000.00	10,000.00
0344 - WASTE MANAGEMENT OF MARYLAND	6,715.40	0.00	0.00	0.00	6,715.40	6,715.40
Vendors: (99) Total 01 - Vendor Set 01:	1,162,988.04	3,307.00	0.00	0.00	1,166,295.04	1,085,367.48
Vendors: (99) Report Total:	1,162,988.04	3,307.00	0.00	0.00	1,166,295.04	1,085,367.48



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Chuck Stevens
DEPARTMENT: Administration
TYPE: Supplemental Information
SUBJECT: La Plata Firehouse Museum - Background and Future Development

BACKGROUND:

Historical Significance

The La Plata historical firehouse, located at #3 Firehouse Street, was originally constructed in 1929 and holds the distinction of being the first firehouse in Charles County. The original two-story structure housed two truck bays on the first floor with a multipurpose/bunk room and dispatch room on the second floor. In 1952, a one-story wooden frame addition was constructed to accommodate the newly formed Charles County Rescue Squad.

In 1962, the Fire Department relocated to a new facility at 201 Charles Street (currently occupied by the Charles County Board of Elections), and the Charles County Rescue Squad moved to #2 Calvert Street. From 1962 through 1992, the building remained largely unoccupied and was utilized by the Fire Department for storage purposes. In 1992, the original two-story building underwent renovation, and the one-story addition was demolished and replaced with a cinder block addition to house additional field trucks.

Town Acquisition and Museum Development

The Town of La Plata purchased the firehouse in June 2004 from the La Plata Volunteer Fire Department for \$40,000, to be repaid at \$2,000 annually. This obligation was satisfied in September 2023. The acquisition was part of a broader economic development strategy envisioned by former town leadership, including former Mayor Bill Eckman, former Treasurer and Councilman Joe Norris, and former Councilman Wayne Winkler. The concept was to create a package of historical destinations in downtown La Plata, including the firehouse museum, Christ Church (private), and the train station museum, thereby spurring economic development and providing historical value to the downtown area.

Following the purchase, the Town entered into an agreement with the Charles County Fire Museum Association to operate the facility. Per the agreement, "The original fire station shall be operated as a museum by the Association." The building was converted to the Charles County Fire Museum and remained open until volunteers were no longer available



to maintain operations. The antique fire truck, furniture, and equipment housed in the building remain the property of the La Plata Volunteer Fire Department.

Recent Challenges and Town Intervention

By 2014, the La Plata Fire Museum Association had discontinued insurance coverage for the facility. The Town assumed responsibility for insuring both the building and its contents. Over time, the museum failed to progress to a point where it could be consistently open to the general public, with materials accumulated in both sections of the fire station that did not relate to museum operations.

In response to these challenges and prompted by discussions regarding the Historical Society of Charles County's discontinuation of its lease for the La Plata Train Station, the Town Council formally addressed the Fire Museum's status. The Town Manager communicated concerns to the Fire Museum Board regarding the building's condition, including stored materials unrelated to the museum, a vehicle in the west bay in deteriorated condition creating odor issues, and the overall lack of progress toward public accessibility. The Town indicated its intention to clean out the building and encouraged the Board to remove any items they wished to preserve that were unrelated to the museum.

Recent Improvements and Community Engagement

More recently, positive developments have occurred at the site. A memorial garden was created in the rear yard to honor the victims of the 2002 tornado, and the exterior of the building was painted red through a collaborative effort. Keep La Plata Beautiful's Arts Workgroup, in partnership with the La Plata Garden Club, the Town's Historical Preservation Commission, and the Southern Maryland Volunteer Firemen's Association, transformed the building's appearance to match the colors of the vintage 1932 Seagrave fire truck stored inside. The logo of La Plata Volunteer Fire Department Company 1 was emblazoned on the wall, and a native pollinator garden was installed by Keep La Plata Beautiful volunteers.

Current Initiative

On October 21, 2025, the Historical Preservation Commission presented a comprehensive plan to the Town Council to renovate the La Plata historical firehouse as a town museum. The presentation outlined the Commission's objective: "To bring the history of La Plata alive and accessible to our citizens and visitors, invigorating downtown commerce in the process."



The proposal envisions a two-phase approach:

1. A "soft opening" to reopen the historical firehouse as the La Plata Town Museum with basic renovations
2. A full renovation as a long-term project dependent on approved budgets and community contributions

The plan calls for converting the two-story section into a museum and transforming the single-story section into a multipurpose room that could serve various community functions. This represents a joint project involving the Historical Preservation Commission, Beautification Commission, La Plata Community Garden Club, and La Plata Volunteer Fire Department.

Key stakeholders include:

- Town of La Plata (building owner)
- Historical Preservation Commission (project lead)
- La Plata Volunteer Fire Department (equipment owner and collaborative partner)
- Charles County Fire Museum Association (original operating agreement holder)
- Beautification Commission
- La Plata Community Garden Club
- Keep La Plata Beautiful
- Charles County Rescue Squad
- Community residents and visitors

FISCAL IMPACT:

Historical Costs:

- Original purchase price: \$40,000 (paid in full as of September 2023)
- Insurance: Assumed by Town since 2014 (building and contents)

Feasibility Study: LD Holmes Architects, P.C. was contracted to perform a feasibility study exploring costs and options to make the building fully accessible and compliant with current codes. The study, submitted April 17, 2025, addressed zoning code compliance, building code compliance, Americans with Disabilities Act requirements, mold remediation, and egress/ADA solutions.



Proposed Budget - Full Renovation (per LD Holmes Architects):

- Design and Permits (includes \$2,500 for building permits): \$25,800
- Community Room (including ADA concrete ramp, bathroom configuration, and south entrance wood shopfront): \$67,207
- Museum (including ADA lower door sill and concrete work at east entrance):
\$50,675
- Total Full Renovation: \$143,681

Proposed Budget - Soft Opening (Subset of Full Renovation):

- Painting (interior walls, doors, trim, ceiling, floor prep and epoxy): \$18,015
- Electrical (LED lighting upgrades, smoke detectors, exit signs, emergency lights):
\$3,539
- Total Soft Opening: \$21,554

Available Budget:

- Currently available: \$39,825 (residual ARPA funding)

Volunteer Impact: The presentation notes that volunteers would significantly reduce budget requirements, with an estimated \$13,000 potentially sufficient to accomplish necessary renovations for the soft opening through volunteer labor.

Long-term Fiscal Considerations:

- No immediate revenue generation expected
- Potential for donation-based income once operational
- Ongoing operational costs including utilities, insurance, and maintenance
- Potential for grant funding opportunities for historical preservation projects
- Economic impact through increased downtown foot traffic and visitor attraction

This initiative will be considered during the budget development cycle alongside other discretionary spending projects. No immediate funding commitment is required at this time.



STRATEGIC PLAN ALIGNMENT:

This initiative strongly aligns with multiple goals outlined in the Town's 2022 Strategic Plan:

Goal #1 - Good Governance:

- Demonstrates responsible stewardship of a town-owned asset
- Reviews best practices to strengthen the downtown core and maintain small-town character

Goal #3 - Economic Prosperity:

- Creates a dynamic, mixed-use downtown area inviting for businesses, residents, and visitors
- Focuses efforts on the downtown core to demonstrate public investment and attract private capital
- Promotes the downtown core through cultural amenities

Goal #4 - Community Identity:

- Enhances the downtown core with features that make it a pleasing and vibrant destination
- Becomes a regional destination for visitors
- Offers programs that meet the needs and interests of the community
- Creates and maintains community amenities
- Defines and promotes Town image
- Protects and preserves historical resources

Comprehensive Plan Alignment: The project supports downtown revitalization objectives and historical preservation priorities consistent with the Town's comprehensive planning efforts. It contributes to creating a walkable downtown destination with interconnected amenities.



Community Engagement: The project demonstrates strong community collaboration across multiple commissions and volunteer organizations, embodying the Strategic Plan's core value of Community Engagement & Citizenship.

SUSTAINABILITY CONSIDERATIONS:

Social Sustainability:

- Preserves community history and cultural heritage for future generations
- Creates accessible public space for education and community gathering
- Honors the memory of 2002 tornado victims through the adjacent memorial garden
- Provides volunteer opportunities for civic engagement
- Strengthens community identity and sense of place

Economic Sustainability:

- Supports downtown economic development through increased foot traffic
- Creates a tourist destination to complement other downtown attractions
- Leverages existing town asset rather than new construction
- Phased approach allows for budget flexibility and fundraising opportunities
- Volunteer labor reduces fiscal burden

Environmental Sustainability:

- Adaptive reuse of historic building rather than demolition and new construction
- Native pollinator garden installed at the site supports local ecology
- Preservation of the 1929 structure embodies sustainable building practice
- LED lighting upgrades reduce energy consumption
- Maintains open space in downtown area



Alignment with Sustainable Maryland: This project could contribute toward Sustainable Maryland certification in the following action areas:

- Arts & Culture: Historic Preservation
- Community Engagement: Volunteer Programs
- Planning & Zoning: Historic District or Designation
- Land Use: Adaptive Reuse of Buildings

ADA CONSIDERATIONS:

The feasibility study by LD Holmes Architects specifically addressed Americans with Disabilities Act compliance throughout the building. Key ADA solutions identified include:

First Floor (Museum Space):

- Option 2 (Recommended): Lower door sill and concrete work at east entrance
- Ensures accessible entry to main museum level

Second Floor:

- Initial recommendation to relocate all display materials to first floor, eliminating need for guests to access narrow stairway
- Full renovation plan includes comprehensive accessibility solutions

Community Room (Single-Story Section):

- Option 2 (Recommended): ADA concrete ramp and bathroom configuration
- Ensures accessible entry and restroom facilities
- Addresses current limitation where only the west bay (with deteriorated vehicle) has restroom access

Compliance Status: The building currently does not meet ADA requirements. All proposed renovation options have been designed with full ADA compliance as a primary consideration. The soft opening phase prioritizes basic accessibility while the full renovation would achieve comprehensive ADA compliance throughout the facility.



RECOMMENDED ACTION:

No action is requested at this time. This report is provided for informational purposes to:

1. Document the complete history of the Town's ownership and stewardship of the firehouse property
2. Summarize the recent presentation by the Historical Preservation Commission
3. Establish the context for future budget discussions regarding the firehouse museum project

Next Steps:

During the upcoming budget development cycle, the Town Council will have the opportunity to consider funding for this project alongside other discretionary spending initiatives. The Council may wish to:

- Provide feedback on the phased approach concept
- Indicate priority level for budget consideration
- Request additional information or refinements to the proposal
- Discuss preferred timeline for implementation

Staff will incorporate Council feedback and include appropriate funding recommendations as part of the budget development process.

ATTACHMENTS:

1. La Plata Fire Museum Agreement (2004)
2. La Plata Town Museum Presentation to Town Council (October 21, 2025)
3. LD Holmes Architects feasibility study (2025)