



**Town Council
Regular Meeting**
December 16, 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 December 09, 2025

3. Consent Agenda

- 3.1. Approval of Minutes from Regular Meeting on November 18, 2025
- 3.2. Approval of Resolution 25-35 Memorandum of Understanding – Charles County – La Plata Bikeway Project
- 3.3. Approval of Resolution 25-36 Utility Infrastructure Services Contract - B&B Site Management, Inc.
- 3.4. Approval of Resolution 25-37 Utility Infrastructure Services Contract - L&S Dirt Work LLC
- 3.5. Approval of Resolution 25-38 Utility Infrastructure Services Contract - Redwood Contracting Company LLC
4. Petitions, Communications, Appearances and Public Comment
 - 4.1. Public Comment
5. Matters of Information
 - 5.1. Update on Ongoing Town Initiatives
 - Magnolia Gardens, Alpas, and Town of La Plata Settlement
 - Rules of Procedure
 - Rules of Conduct
 - Charter Updates
 - Reserve Fund Policy
 - Stormwater Projects
 - Adequate Public Facilities Ordinance
6. Legislation
 - 6.1. Ordinance 25-10 Tourism Zones (Second Reading; For Consideration of Adoption)

AN ORDINANCE concerning

Tourism Zones

FOR the purpose of establishing Tourism Zones in the Town of La Plata, as authorized by Maryland Code, Local Government Section 18-401, and to define the administration of a program of incentives to “qualified tourism businesses” located within such Tourism Zones to encourage growth and expansion of tourism-related businesses in the Town of La Plata; and all matters generally relating thereto.
7. New Business
 - 7.1. Reports from the Mayor and Town Council
8. Motion for a Closed Session
 - 8.1. 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: Town Manager Performance Appraisal

Reason for Closure: Discussion concerns evaluation of individual employee.

- 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 Attorney Appointment

Reason for Closure: To consider the appointment of a candidate as the Town Attorney.

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: **12/09/2025** 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 Guttenberg	☒	☐	☐	☐
Councilman Patrick McCormick	☒	☐	☐	☐
Councilman Gregory Sampson Jr.	☒	☐	☐	☐
Councilman Tyjon 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:** Town Manager Performance Appraisal
Reason for Closure:
Discussion concerns evaluation of individual employee

Persons attending closed session:

Mayor Jeannine James	Councilman Tyjon Johnson	
Councilman Paul Guttenberg	Emily Groo, Zelos LLC	
Councilman Patrick McCormick		
Councilman Gregory Sampson Jr.		

Action(s) Taken:

(1)(i) **Town Manager Performance Appraisal:** Ms. Groo was asked to prepare the consolidated feedback to provide to the Town Manager at the December 16, 2025, Town Council meeting.

Time closed session adjourned: **9:36 PM**

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



TOWN OF LA PLATA
Town Council Minutes
November 18, 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
Matt Norris, Chief of Police
Kelly Phipps, Director of Legislative Services
Shelby Pritchett, Town Clerk

GUESTS: Jamie Kendrick, Woodvalley Community Solutions

1. Call to Order

1.1. Call to Order

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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.

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 Paul Guttenberg.

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

Nays: None

Abstained: None

Absent:

Passed

2. Disclosure of Closed Session

2.1. Disclosure of Closed Session on October 28, 2025

In accordance with the Maryland Open Meetings Act § 3-306(c)(2), Mayor James disclosed the conduct of a closed session on October 28, 2025.

3. Consent Agenda

Councilman Johnson moved to approve the consent agenda as presented.

Moved By: Tyjon Johnson, seconded by Patrick McCormick.

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

Nays: None

Abstained: None

Absent:

Passed

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

No public comments were given.

4.2. Oath of Office: Ryan Van Cleaf

Mayor James administered the Oath of Office.

4.3. Proclamation: Municipal Government Works Month

Mayor James delivered the Municipal Government Works Month proclamation.

5. Matters of Council Discussion

5.1. Southwest Access Management Plan - Professional Engineering Services

Jamie Kendrick (Woodvalley Community Solutions) provided an overview of the Southwest Access Management Plan to date, and the Town Council asked no questions. The Town Council came to a consensus to proceed with legislation.

5.2. La Plata Bikeway — Additional Services — Mead & Hunt

Jamie Kendrick provided an overview of the proposed funds allocation to Mead & Hunt and its subconsultants for the continuation of the La Plata Bikeway existing contract, factoring in issues that arose with stormwater management and coordination with Heritage Green. The projected total expenditure is \$130,000 to \$300,000 over 3 years. The Town Council came to a consensus to proceed with legislation.

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

Jamie Kendrick provided an overview of the In-Lieu Fee Agreement annotating the \$157,000 expense in lieu of a new wetland at an expense of approximately \$500,000, with an 18-month delay for the Bikeway Project. The Town Council came to a consensus to proceed with legislation.

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

The Town Manager summarized the 2026 Meeting Schedule and the Fiscal Year 2027 Budget Schedule overview, citing Town Charter § C 3-4 & Chapter 13-1. Councilman Johnson engaged the Town Manager in discussion regarding the use of working sessions and addition of them to the regular meeting schedule. The Town Council came to a consensus to proceed with legislation. Councilman Gutenberg, Councilman McCormick, Councilman Sampson, and Mayor James all voted in favor. Councilman Johnson voted in opposition.

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.

The Town Manager conducted the first reading of Ordinance 25-09.

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.

Councilman Sampson, Jr. moved to adopt Resolution 25-29.

Moved By: Gregory Sampson, Jr., seconded by Patrick McCormick.

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

Nays: None

Abstained: None

Absent:

Passed

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.

Councilman Johnson moved to adopt Resolution 25-30.

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

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

Nays: None

Abstained: None

Absent:

Passed

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.

Councilman Guttenberg moved to adopt Resolution 35-31.

Moved By: Paul Guttenberg, seconded by Patrick McCormick.

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

Nays: None

Abstained: None

Absent:

Passed

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.

Councilman Guttenberg moved to adopt Resolution 25-28.

Moved By: Paul Guttenberg, seconded by Patrick McCormick.

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

Nays: None

Abstained: None

Absent:

Passed

7. New Business

7.1. Report from the Town Manager

The Town Manager reported on the purchase and dissemination of postcards to residents containing information on the holiday trash pick-up schedule.

7.2. Reports from the Mayor and Town Council

The Mayor and Town Council reported on activities in their respective boards and commissions, and on current and upcoming events in the town.

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

Councilman Johnson moved to enter the closed session.

Moved By: Tyjon Johnson, seconded by Paul Guttenberg.

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

Nays: None

Abstained: None

Absent:

Passed

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

Mayor James adjourned the meeting at 7:14 PM.

Submitted by:

Shelby Pritchett, Town Clerk



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Chuck Stevens
DEPARTMENT: Administration
TYPE: Resolution
SUBJECT: La Plata Bikeway Project – Memorandum of Understanding with Charles County

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.

Project Evolution

The La Plata bikeway was first included in Charles County's comprehensive plans dating back to 2000 and was included in the Town's 2009 Comprehensive Plan and reaffirmed in the 2019 plan as the highest priority for bicycle investments.

In 2021, the Town Council endorsed the project by receipt of a \$320,000 grant from the Maryland Department of Transportation Bikeways Program and awarded an engineering contract to Mead & Hunt to advance the project. At that time, Charles County declined to participate in the project, and the terminus was set to enter Laurel Springs Regional Park near the Starkey Building.

In spring 2024, upon the Town's award of a construction grant from MDOT, Charles County government determined to invest in the project by funding the portion of the project from the park entrance north along Radio Station Road to the existing stub pathway that presently ends approximately 420 feet south of the Rosewick Road intersection.

County Partnership

The County's participation in the project brought additional design complexity, including wetland and forest conservation requirements that triggered approximately six months of



additional design work. However, the value of creating a continuous approximately 12-mile connection between La Plata and the St. Charles/Waldorf area justified this delay.

The Transportation Alternatives Program (TAP) grant was increased post-award by \$384,000 specifically to include the County portion of the shared-use path, referred to as the "Rosewick TAP grant."

Memorandum of Understanding

The proposed MOU establishes the framework for partnership between the Town and County for design, permitting, and construction of the County portion of the shared-use path. Key provisions include:

Scope of Work: The Town will serve as Project Sponsor and manage all phases of design, permitting, and construction for both the Town and County portions of the project. The County's proportionate share of project costs is defined as 16%, based on the percentage of the shared-use path constructed within County limits.

Town Responsibilities:

- Serve as Project Sponsor and designate the Responsible Charge as defined by SHA
- Manage the Project in all phases
- Contract with Mead & Hunt for engineering and related services
- Apply for and secure all necessary permits and approvals
- Provide regular updates and documentation to the County
- Allow County participation in bidding and construction oversight activities
- Invoice the County monthly for eligible expenses related to the County portion

County Responsibilities:

- Provide timely review and comments on plans and permits
- Cause utility relocations to occur for both Town and County portions
- Reimburse the Town for documented and eligible expenses on the County portion
- Pay review fees and bonding requirements for the County portion



- Assist with environmental permitting, compliance, and mitigation
- Grant right of entry and appropriate easements on County property
- Record necessary plats, deeds, and easements

It should be noted that in February 2024, the previous Town Council authorized the Town Manager to execute this Memorandum of Understanding with Charles County. This item is being brought before the current Council at this time to ensure transparency with the newly seated Council members and to establish a comprehensive public record of this intergovernmental agreement.

Cost and Grant Sharing: The total estimated project cost is \$3,249,834.30 as of 90% design submittal dated July 15, 2025, of which the County's share is estimated to be \$769,049.01. The County will deduct the Rosewick TAP Grant (\$384,000) from amounts due to the Town, and reimburse the Town for actual eligible costs incurred.

Wetland Mitigation: The parties have agreed to apportion responsibility for In-Lieu Fee (ILF) payments to the Maryland Department of the Environment based on the amount of wetland impacts within each jurisdiction. The County's share is \$99,456.67, and the Town's share is \$54,532.38.

Ownership and Maintenance: Upon final inspection and acceptance, the County will take ownership, control, and maintenance obligations over the County portion of the shared-use path and any other project elements on County property.

Termination Provisions: The MOU may be terminated by the County prior to construction contract award if the lowest responsive and responsible bid exceeds 10% of the construction cost estimate, or by the Town if the County does not perform its obligations in a timely manner, or by mutual agreement.

FISCAL IMPACT:

The MOU clarifies cost-sharing arrangements and reimbursement procedures that were discussed at the October 28, 2025, meeting.

The County will reimburse the Town for:

- Engineering Services: \$189,591.51 (already incurred)
- Utility Test Holes: \$10,112.56
- Forest Conservation Plans (through 11/30/25): \$8,923.01



- MDE Wetland Mitigation In-Lieu Fees: \$99,458.00

The County will deduct the Rosewick TAP Grant (\$384,000) from reimbursements due to the Town.

During construction, the County will reimburse the Town monthly for 16% of eligible project costs attributable to the County portion of the shared-use path, including direct construction activities, construction inspection and management services, utility relocations, and environmental mitigation activities.

The Town's exposure to construction cost increases is reduced through the termination provision that allows the County to withdraw from the project if bids exceed the engineer's estimate by more than 10%.

All costs are funded through appropriations in the FY2026 General Fund Capital Budget from the MDOT Bikeways grant, SHA Transportation Alternatives grant, and Town reserves, with County reimbursements offsetting Town expenses.

STRATEGIC PLAN ALIGNMENT:

The La Plata Bikeway Project and the MOU with Charles County align with the Town's Strategic Plan across multiple goals:

Good Governance Strategic Goal: Serve as responsible stewards of community trust in making decisions to maximize public service value to residents.

- The MOU demonstrates transparent decision-making through formal partnership agreements with clearly defined roles, responsibilities, and cost-sharing arrangements.
- The agreement maximizes public service value by leveraging County resources to extend the bikeway beyond Town limits, creating regional connectivity that benefits both Town and County residents.
- Financial stewardship is demonstrated through cost-sharing arrangements that reduce the Town's direct financial burden while delivering enhanced regional transportation infrastructure.

Operational Excellence Strategic Goal: Retain professional staff with appropriate education, facilities, equipment, tools, and technology to efficiently provide quality work with a sense of pride.



- The partnership ensures that the Town maintains control and oversight of engineering and construction quality while sharing costs equitably with the County.
- Clear procedures for reviews, approvals, and change orders maintain high standards for project delivery.
- The Town's role as Project Sponsor demonstrates operational capability and leadership in managing complex, multi-jurisdictional transportation projects.

Economic Prosperity Strategic Goal: Develop an economic base in La Plata that offers desirable careers and supports high standards of living for residents now and into the future.

- The extended bikeway enhances connectivity between La Plata and major employment centers in St. Charles and Waldorf, supporting commuter options and workforce mobility.
- Improved bicycle and pedestrian infrastructure attracts residents who value walkable, connected communities, supporting property values and economic vitality.

Community Identity Strategic Goal: Engage citizens and visitors through enhancement and communication of amenities, programs, and events hosted in La Plata.

- The bikeway creates a signature community amenity that directly connects schools, neighborhoods, parks, and commercial areas, reinforcing La Plata's identity as a walkable, connected community.
- Regional connectivity to County parks and trails positions La Plata as a hub for outdoor recreation and active transportation.
- The project demonstrates responsiveness to community priorities identified in both the Town's 2019 Comprehensive Plan and the County's 2012 Bicycle and Pedestrian Master Plan.

Public Service Readiness Strategic Goal: Plan and develop the systems and infrastructure needed to meet growing demand, while supporting the health, safety, and wellness of residents and natural resources.

- The shared-use path provides critical active transportation infrastructure that meets growing demand for safe, non-motorized travel options.
- The MOU's environmental provisions ensure compliance with forest conservation, stormwater management, and wetland protection requirements, demonstrating stewardship of natural resources.



- The partnership approach ensures that infrastructure investments serve current and future needs across both jurisdictions.

SUSTAINABILITY CONSIDERATIONS:

The La Plata Bikeway Project and MOU with Charles County support the Town's sustainability and livability objectives:

Environmental Sustainability

- Encourages non-motorized travel, reducing greenhouse gas emissions and air pollution
- Minimizes environmental impacts through careful design and mitigation of wetland and forest disturbances
- Uses environmentally responsible construction practices and materials

Social Sustainability

- Provides safe, accessible routes for residents of all ages and abilities
- Connects neighborhoods, schools, parks, and commercial areas, enhancing community cohesion
- Supports public health through increased opportunities for physical activity and outdoor recreation
- Promotes equity by providing transportation options for residents who cannot or choose not to drive

Economic Sustainability

- Leverages regional partnerships to maximize infrastructure investment
- Reduces long-term transportation costs for residents by providing viable alternatives to automobile travel
- Supports property values and economic development through enhanced community amenities

ADA CONSIDERATIONS:

The La Plata Bikeway will ensure access for all users, 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 appropriate width to accommodate two-way traffic. Path entrances and exits will have curb cuts and ramps connecting to streets, sidewalks, and parking areas.

The MOU ensures that both the Town and County portions of the shared-use path will be designed and constructed to the same ADA standards, providing seamless accessibility throughout the entire facility.

RECOMMENDED ACTION:

Adopt Resolution 25-35 authorizing the Town Manager to execute the Memorandum of Understanding between the Town of La Plata and Charles County Government pertaining to the Radio Station Road, MD 488, and MD 6 Bikeway Project.

ATTACHMENTS:

- Resolution 25-35 – Memorandum of Understanding – Charles County – La Plata Bikeway Project

COUNCIL OF THE TOWN OF LA PLATA
Resolution 25-35

Introduced By:	Mayor Jeannine E. James, by request
Date Introduced:	December 16, 2025
Date Adopted:	
Date Effective:	

A RESOLUTION concerning

Memorandum of Understanding – Charles County – La Plata Bikeway Project

FOR the purpose of authorizing the Town Manager to execute a Memorandum of Agreement with the Board of Charles County Commissioners related to a portion of the La Plata Bikeway Project; and all matters relating thereto.

* * * * *

WHEREAS, in the Strategic Plan of 2022, the Council of the Town of La Plata identified as one of the Town’s top priorities Public Service Readiness and the need to plan and develop the systems and infrastructure needed to meet growing demand, while supporting the health, safety, and wellness of residents and natural resources; and

WHEREAS, the Council of the Town of La Plata desires to serve as responsible stewards of community trust in making decisions to maximize public service value to residents; and

WHEREAS, the Council of the Town of La Plata desires to retain professional staff with appropriate education, facilities, equipment, tools, and technology to efficiently provide quality work with a sense of pride; and

WHEREAS, the Council of the Town of La Plata desires to develop an economic base in La Plata that offers desirable careers and supports high standards of living for residents now and into the future; and

WHEREAS, the Council of the Town of La Plata desires to engage citizens and visitors through enhancement and communication of amenities, programs, and events hosted in La Plata; and

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

36 **WHEREAS**, in 2021, the Town Council endorsed the project by receipt of a \$320,000
37 grant from the Maryland Department of Transportation Bikeways Program; and
38

39 **WHEREAS**, in spring 2024, upon the Town's award of a construction grant from
40 MDOT, Charles County government determined to invest in the project by funding the
41 portion of the project; and
42

43 **WHEREAS**, a Memorandum of Understanding is a necessary tool to establish the
44 framework for an intergovernmental partnership between the Town and County for design,
45 permitting, construction, ownership, control, and maintenance obligations of the County
46 portion of the shared-use path.
47

48 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF**
49 **LA PLATA** that Noel C. Stevens, Town Manager, is hereby authorized to execute, on behalf
50 of the Town of La Plata, a Memorandum of Understanding with the Board of Charles County
51 Commissioners; and
52
53

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA that the Memorandum of Understanding between the Town of La Plata and the Board of Charles County Commissioners attached hereto as Attachment 1, is hereby adopted and incorporated herein by reference; and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA that Noel C. Stevens, Town Manager, is hereby authorized to take other conforming or related actions as to the execution of this Memorandum of Understanding on behalf of the Town as may be necessary, so long as such actions do not constitute a substantial deviation, amendment, or modification of the Memorandum of Understanding attached hereto as Attachment 1 or its intent.

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

Date: _____

Tyjon C. Johnson, Councilman

**Memorandum of Understanding
between
the Charles County Government and
the Town of La Plata pertaining
to
the Radio Station Road, MD 488, and MD 6 Bikeway Facility Project**

This Agreement (the “MOU”) is effective as of _____ by and between the County Commissioners of Charles County, body corporate and politic (“County”) and the Town of La Plata (“Town”) for the purpose of providing funding to the Town to design, permit, and construct a shared use path¹ (“SUP”) within the Town and the County limits, Maryland, as described below.

Points of Contact. Points of contact for this MOU will be the Town Manager for the Town and the Chief of Capital Services for the County, or their respective designees.

Term. The term of this MOU commences upon execution by both parties and extends through Project (as defined below) close-out with the State Highway Administration, except as otherwise provided for herein.

RECITALS

1. **Whereas**, the Town of La Plata’s 2019 Comprehensive Plan includes the pathway as a high priority project from downtown La Plata to the Town’s municipal boundary near Laurel Springs Regional Park;
2. **Whereas**, the 2012 Charles County Bicycle and Pedestrian Master Plan includes the construction of a SUP along the Radio Station Road within the County limits as a short-term priority;
3. **Whereas**, the Town intends to construct a SUP within the following coordinates, located within the Town: beginning at Milton Somers Middle School and running along Willow Lane, Charles Street (MD 6), La Plata Road (MD 488), and Radio Station Road to the main entrance to Laurel Springs Regional Park (all located either within the Town/Charles County, MD (“Town SUP”));
4. **Whereas**, the County desires to see the SUP extend north along Radio Station Road beyond the main entrance of Laurel Springs Regional Park to an existing stub pathway that presently ends approximately ~420 ft. south of the Rosewick Road intersection (the “County SUP”);
5. **Whereas**, the Town has been awarded grants of \$385,517 through the MDOT Kimberly Lamphier Bikeways Program and \$1,442,589 from the Transportation Alternatives Program (“TAP”) (collectively, the “MDOT Programs”) for construction of the Town SUP;
6. **Whereas**, the TAP grant was increased post-award to add \$384,000 specifically to include the County SUP which is referred to herein as the “Rosewick TAP grant”;
7. **Whereas**, the County and the Town herein agree that the Town will design, permit, and construct the County SUP as a part of the Town’s contracts for same according to this MOU and in accordance with the requirements of the MDOT Programs. The County SUP and Town SUP are collectively referred to herein as the “Project.”

¹ For the purpose of this MOU, the term “shared use path” includes the facility along Willow Lane to be constructed as a ‘cycle track.’

NOW, THEREFORE, the parties, for and in consideration of the mutual promises herein contained and the performance of Scope of Work and the reimbursement of expenses do agree as follows:

SECTION 1. SCOPE OF WORK AND PERFORMANCE RESPONSIBILITIES FOR THE COUNTY SUP

- 1.1 Unless otherwise described herein, the performance of all responsibilities for the design, permitting, and construction of the County SUP shall be undertaken by the Town for and on behalf of the County, subject to reimbursement, as set out under Section 4 hereto.
- 1.2 The Town shall complete the following scope of work in relation to the County SUP:
 - a. Construct a 10' asphalt pathway in accordance with the approved plans and specifications.
 - b. Furnish the engineering services necessary to complete the final design, plans, specifications, estimates; apply for and obtain all the Local, State, and Federal agency/jurisdictional permits and bid phases of the County SUP component of the Project, including but not limited to civil, environmental, structural, traffic, geotechnical, utility relocations, and other specializations.
 1. Environmental permitting, compliance, and mitigation obligations shall comply with the requirements of:
 - i. The County's forest conservation ordinance. The Town shall prepare a preliminary forest conservation plan, forest stand delineation report and plan, final forest conservation plan, and any other documents required to obtain approval. The County will be responsible for determining the means and/or location(s) necessary to address required off-site reforest mitigation due to forested and/or existing Forest Conservation Easement impacts resultant of the County SUP.
 - ii. The County's stormwater management ordinance.
 - iii. The joint federal/state application ("JPA") for the alteration of floodplains, waterways, and nontidal or tidal wetlands, which shall be accomplished through an In Lieu Fee ("ILF") payment to the Maryland Department of the Environment. Apportionment of responsibility for ILF costs shall be according to the amount of wetland impacts and corresponding mitigation required for the project as shown in the table below, which is excerpted from the JPA.

MDE Impact Plate #			Permanent Impacts (Sq Ft.)	Mitigation Required (Sq Ft)
County	1	PFO	2222	4444
	2	PFO	1432	2864
	3	PFO	1372	2744
	4	PFO	2535	5070
		PEM	397	397
	5	PFO	254	508
		PEM	665	665
SUBTOTAL			8877	16692
Acres				0.383
Cost per Acre				\$259,678
ILF			\$ 99,456.67	
Town	6	PFO	1108	2216
		PEM	435	435
	7	n/a	0	0
	8	PFO	1097	2194
	9	PFO	2310	4620
	10	N/A	0	0
SUBTOTAL			4950	9465
Acres				0.21
Cost per Acre				\$ 259,678
ILF				\$ 54,532.38

*PFO means **Palustrine Forested Wetlands**; PEM means Palustrine Emergent Wetlands

- c. Relocate utilities, which shall be documented in the plans, specifications, and estimates and be submitted to MDOT SHA and County's Department of Planning and Growth Management.
 - d. Provide right of way services as may be requested by the County, except for the recordation of documents which shall be the responsibility of the County.
 - e. Other activities, such as review or administrative fees by state or federal agencies; contractor mobilization, survey and stakeout, construction inspection, construction management services, and other items mutually agreed by the parties that are required to close-out the Project.
- 1.3 The County's proportionate share of costs for the Project activities shall be 16% which is defined as the percentage of the SUP (measured in linear feet) constructed from the main entrance of Laurel Springs Regional Park to ~420' south of Rosewick Road as compared to the overall length of the SUP constructed from Milton Somers Middle School to the Rosewick Road trail connection.

Confirmed by Jamie and Brian on 9/23/2025

- 1.4 The Town and the County understand a Concurrence in Award letter may be required by MDOT/SHA and FHWA if the bid costs exceed 10% of the Engineer's Estimate, in which case, upon their mutual agreement, the parties will work together to prepare and submit such letter with proper justification to MDOT/SHA.

SECTION 2. RESPONSIBILITIES OF THE TOWN OF LA PLATA IN RELATION TO THE PROJECT

2.1 The Town shall:

- a. Serve as the Project Sponsor and designate the Responsible Charge as defined by SHA;
- b. Manage the Project in all phases and respects;
- c. Contract with a mutually-agreed-upon and qualified consultant(s) to perform engineering and related services for the Project. The parties agree that Mead & Hunt shall be the said consultant;
- d. Provide a copy of all formal correspondence, submittals, comment letters, etc. to the County;
- e. Promptly notify the County's Point of Contact of all reviews or decisions that may be necessary by a County department/division/agency to advance the Project;
- f. Apply for and secure all necessary local (Charles County Government and Town of La Plata), state, and federal permits and approvals for the Project;
- g. Provide the final plans, specifications, and estimates ("PS&E") package to the County for review and approval (as to the County SUP) ten (10) business days prior to submittal to SHA. The final permitted drawings associated with the County's Development Services Permit must be included in the PS&E package;
- h. Provide a copy of the advertised solicitation package and all associated addendums to the County for their project files and reference;
- i. Notify and allow the County to participate in the pre-bid meeting, pre-bid site visit (if applicable), pre-bid questions and response task, bid opening, evaluation of bids, and recommendation of award;
- j. Provide the County with the tabulation of bids once compiled, but no later than ten (10) business days of receipt of bids;
- k. Provide the County with the opportunity to terminate its participation in the Project and terminate this MOU if the successful bidder exceeds the engineer's estimate for construction costs by 10% or more. The County's determination under this paragraph shall be made within ten (10) business days of the notice of bid tabulations provided for above;

- l. Notify and provide the County with the opportunity to review and comment on any construction change orders proposed by the contractor when specifically related to the County SUP. Any proposed construction change order shall be provided to the County with the Town’s draft response for review and consideration. The authority to approve the change order shall remain with the Town only upon and after receipt of specific written approval from the County Point of Contact. Failure on the part of the County to respond to the request for a change order review within ten (10) business days of County receipt shall deem the Town’s proposed response sufficient;
- m. Account for County SUP costs as a separate item with its engineering and construction estimates, invoice the County monthly for all eligible expenses described herein, and issue a monthly written progress report on the status of the Project that includes separate updates on the Town SUP and the County SUP. The Contractor shall include separate Schedules of Values on their invoice form to differentiate billing amounts for the work performed on the Town SUP versus the County SUP. Invoices submitted by the Town to the County for reimbursement shall include all necessary supporting documentation, including, but not limited to consultant, contractor manufacturer, supplier, vendor invoices, timecards, materials receipts, delivery tickets, etc. being attached for reference; and
- n. Prepare and transmit to the County such plats, deeds, and easements as the County may determine to be necessary for the SUP to be constructed on County property.

SECTION 3. CHARLES COUNTY GOVERNMENT OBLIGATIONS

- 3.1 The County shall cooperate with the Town in timely execution of the Project through actions such as but not limited to:
 - a. Designating a single Point of Contact in relation to the Project;
 - b. Providing review and comments on all plans, permits, and other documents necessary for execution of the Project within existing time limits established and followed by the Department of Planning & Growth Management for the Development Services Permit review and approval/issuance;
 - c. Causing all utility relocations for the Town SUP and the County SUP to occur as if the County were the Project Sponsor in accordance with the respective utility’s franchise agreement, if one exists;

- d. Promptly reimbursing the Town for all documented and eligible expenses on the County SUP. Invoices submitted by the Town to the County for reimbursement shall include all necessary supporting documentation in the same manner as provided to SHA for reimbursement. Supporting documentation may include relevant invoices (consultant's, contractor's, manufacturer's, supplier's/vendors, etc.), timecards, material receipts/delivery tickets, etc.;
- e. Paying all the County costs and charges related to the review of plans and permits for the County SUP portion of the Project, including any bonding requirements for construction of the County SUP to the extent permitted by law;
- f. Assisting the Town in fulfilling environmental permitting, compliance, and mitigation obligations necessary for the Town to secure permits for the project;
- g. Granting the Town, its consultants, and contractors, a right of entry or the appropriate easement to construct the SUP on the County property (including but not limited to Laurel Springs Regional Park and the Clark Senior Center), subject to the issuance of the Development Services Permit;
- h. Recording such plats, deeds, and easements as may be necessary for the SUP to be constructed on the County's property; and
- i. Participating in any inspections of the County SUP necessary to close-out the Project.

SECTION 4. COST AND GRANT SHARING; PAYMENT

- 4.1 The total estimated cost of the Project is \$3,249,834.30 as shown in Attachment 1 to this MOU and as of 90% design submittal dated July 15, 2025 of which the County's share is estimated to be \$769,049.01, not inclusive of any internal County costs or other costs not known as of the time as documented herein. The Town shall advise the County of the final cost estimate at the time of Project advertisement.
- 4.2 The County shall be responsible for payment of the actual cost of the County SUP Scope of Work as described in Section 1 when incurred and as invoiced by the Town, except as follows:
 - a. For the Engineering Services, the County shall pay upon execution of this MOU the amount of \$189,591.51.
 - b. As to the services required for the utility test holes performed, the Town shall invoice the County for \$_____ for their proportionate share, based on the test holes performed along the limits of the County SUP only.
 - c. As to the fees required for the joint permit in subparagraph (c) of Section 1, the County shall pay upon notification by the Maryland Department of the Environment of the amount that will be due for the permit to be issued. The estimated amount of ILF to be paid by the County is \$99,458.

- 4.3 The County acknowledges that certain costs indicated in Attachment 1 may not be eligible for reimbursement under the MDOT Programs. The determination of eligibility for reimbursement shall be made by SHA. In general, reimbursable costs may include:
- a. Direct construction activities;
 - b. Administrative, construction inspection, and management services when provided by SHA or performed under a contract that is approved by SHA;
 - c. Utility relocations when paid in accordance with the terms of a franchise or other agreement pursuant to county, state, and federal law; and
 - d. Environmental mitigation activities which are necessary to comply with a permit.
- 4.4 Any change order approved by the County shall be billed to the County as provided for in Section 4.2.
- 4.5 Any expenses for Project not anticipated in this MOU shall be negotiated by the parties equitably, in good faith, and in accordance with the terms herein.
- 4.6 As to eligible costs only, the Town shall deduct the Rosewick TAP Grant (\$384,000) from the County's amount due.

SECTION 5. OWNERSHIP & MAINTENANCE OF THE SHARED USE PATH

- 5.1 Upon final inspection and acceptance of the County SUP, the County shall take ownership, control and maintenance obligations over the County SUP and any other elements of the Project on County property or right of way, including Clark Senior Center. This section shall not be operable until and unless plats and easements, if necessary, are recorded in the land records of Charles County.
- 5.2 As may be necessary, Town shall assign to the County or cause to be implemented the warranty provisions of the construction contract related to those portions of the Project covered by Section 5.1.

SECTION 6. GENERAL TERMS AND CONDITIONS

- 6.1 Neither party shall have any authority to bind, obligate, or commit the other party to any promise or representation, unless specifically authorized by both parties in writing in a particular transaction.
- 6.2 This MOU does not constitute hiring by either party. The parties hereto are and shall remain independent agencies bound by the provisions of this MOU. This MOU shall not be construed as a partnership, and neither party hereto shall be liable for any obligation incurred by the other except as provided herein.

- 6.3 This MOU and the relationship created hereby may be terminated, subject to the payment of all costs to the Town related to the County SUP, incurred prior to or related to the termination based upon the following:
- a. By the County prior to the award of the construction contract for the Project if the lowest responsive and responsible bid exceeds 10% of the amount in the construction cost in Attachment 1.
 - b. By the Town if the County does not perform its obligations in a timely manner and causes excessive delay to the Project, provided the Town has given the County a reasonable opportunity and sufficient time to cure its non-performance; or
 - c. By mutual agreement of the parties.
- 6.4 This MOU and the obligations created by it, together with Attachment 1 – Cost Estimate and Sharing constitute the entire agreement between the Town and County.
- 6.5 This MOU and the rights and obligations of the parties hereto and any claims or disputes thereto shall be governed by and construed in accordance with the laws of the State of Maryland. The exclusive venue for litigation shall be Charles County. If parties are not able to resolve disputes directly with each other, the parties, prior to litigation, may first attempt to resolve any disputes that arise out of this MOU through mediation before a mutually acceptable mediator.
- 6.6 This MOU may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.
- 6.7 All notices shall be in writing and either hand delivered or sent by United States certified or registered mail, postage prepaid, return receipt requested. If both parties concur, communication by email shall be an acceptable alternative for notices and general correspondence. Notices shall be given to the Points of Contacts for each party.

APPROVED:

Reuben B. Collins, II, Esq., President,
County Commissioners of Charles County

Jeanine E. James, Mayor,
Town of La Plata

Date

Date

Confirmed by Jamie and Brian on 9/23/2025

Approved as to form and legal sufficiency:

RESOLUTION 25-35
Attachment 1

For the County Commissioners
of Charles County, Maryland

For the Town of Town of La Plata, Maryland



Item Number: 2025-1719
2025-1720
2025-1721

Date of Meeting: December 16, 2025

Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Melinda Adams
Wilson Cochran
Don Dooley
DEPARTMENT: Public Works
TYPE: Town Council Resolution for Purchase
SUBJECT: Fall 2025 Storm Boxes and Sidewalks Contracts

BACKGROUND:

Over the course of time, a lengthy list of stormwater maintenance projects have accumulated in the Stormwater Department due to insufficient staffing and other utility maintenance projects taking priority. As a result, numerous storm boxes, headwalls, and adjacent sidewalk areas have deteriorated, creating service concerns, potential safety hazards, and ADA accessibility issues. These contracts represent the first significant effort to begin reducing the long-standing stormwater maintenance backlog and to proactively address infrastructure deficiencies before they escalate into more costly repairs.

In September 2025, Town staff advertised the Utility Infrastructure Services RFQ: 2025-8-22. A collection of qualified contractors submitted packages and were selected that met the Town RFQ requirements for utility infrastructure maintenance and included stormwater.

Town Staff prioritized the list of storm boxes and sidewalks from the overall storm maintenance list and divided it into three (3) smaller requests. A separate request was forwarded, one to each of three (3) separate contractors (L&S Dirt Work, LLC, B&B Site Management, and Redwood Contracting).

1. Per Town Staff request, L&S Dirt Work submitted an estimate to maintain 19 boxes, 1162 square feet of sidewalk, curb & gutter, and install 1 headwall in part of Agricopia and on Blue Jay Ct for a total of \$26,949.98.
2. Per Town Staff request, B&B Site Management submitted an estimate to maintain 16 boxes and 868 square feet of sidewalk in Kings Grant for a total of \$26,614.22.
3. Per Town Staff request, Redwood Contracting submitted an estimate to maintain 18 boxes, 734 square feet of sidewalk, gutters, and install 2 headwalls in part of Agricopia and on Mallard Ln for a total of \$34,590.85.



In total contractor estimate will maintain 53 storm boxes, 2,764 square feet of sidewalk, curb & gutters, and install 3 headwalls. The total estimated cost for the contractors is \$88,155.05.

FISCAL IMPACT:

Stormwater box maintenance and sidewalk replacement was included in the Stormwater Utility budgeting process. Stormwater maintenance is funded as a part of the stormwater utility fees that are collected from residents.

Contractor	Estimate Amount
L&S Dirt Work LLC	\$26,949.98
B&B Site Management	\$26,614.22
Redwood Contracting	\$34,590.85
Total Requested	\$88,155.05

The total cost for the replacements is \$88,155.05. Funding for this work is available within the FY2026 budget, which appropriated \$112,000 for site improvements and \$155,000 for repairs and maintenance, including \$35,000 specifically designated for stormwater box replacements. After current year-to-date activity, \$193,837 remains available across these accounts. The project can be fully supported within existing appropriations and does not require a budget amendment at this time.

STRATEGIC PLAN ALIGNMENT:

The proposed stormwater maintenance contracts directly support the Town's Strategic Plan by advancing good governance, operational excellence, fiscal responsibility, and environmental stewardship. After a transparent and competitive RFQ process in September 2025 (Utility Infrastructure Services RFQ 2025-8-22), Town staff selected qualified contractors to provide utility and stormwater infrastructure maintenance. Staff then prioritized the extensive backlog of storm boxes, headwalls, and sidewalk repairs and divided the work into three task orders, assigning each to one of the selected firms (L&S Dirt Work, LLC; B&B Site Management; and Redwood Contracting). This process reflects the Town's commitment to fair and consistent procedures, as well as adherence to established procurement standards.

Reducing the long-standing stormwater maintenance backlog strengthens operational performance by supplementing limited internal staffing and ensuring essential



infrastructure work is completed efficiently. Addressing these deferred maintenance items supports long-term financial sustainability by preventing future costly failures associated with flooding, erosion, and roadway deterioration. This contract also aligns with the Town's Comprehensive Plan and Facilities Master Plan by proactively maintaining critical public infrastructure needed to support current and future growth.

Finally, the stormwater improvements reinforce the Town's identity as a safe, attractive, and environmentally responsible community. Well-maintained drainage structures and sidewalks enhance neighborhood appearance, walkability, and environmental protection. Overall, this project demonstrates responsible stewardship of public resources and supports the Town's vision of a resilient and well-maintained community for generations to come.

This project is in alignment with our Phase II NPDES permit Minimum Control Measure #3: Illicit Discharge Detection and Elimination (IDDE) Item 4: Procedures for identifying source, and eliminating spills, illegal dumping, and other suspected illicit discharges. Sediment movement caused by rain running through poorly maintained storm infrastructure, including storm boxes, is considered an illicit discharge. Projects such as this one reduce such discharges into the local waterways, and as such is in alignment with the permit.

SUSTAINABILITY CONSIDERATIONS:

This project meets two (2) of the goals of the Stormwater Management Program of the Sustainable Maryland Program, which are:

1. *"Improving water quality and reducing flooding"*: This project will contribute to the improving water quality by reducing sediment laden water from discharging into the local streams thereby increasing water quality.
2. *"Improving public health and addressing safety concerns: Inadequate stormwater management may lead to flooding, water pollution, and an aging conveyance system"*: This project provides for this by providing for an improvement in water pollution in the receiving stream by reducing sediment from failing infrastructure.

ADA CONSIDERATIONS:

This project improves the ADA accessibility of the Town by replacing the failing sidewalks with functional sidewalks to allow better safer access along public streets. This project not



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2025-1720
2025-1721

Date of Meeting: December 16, 2025

only restores stormwater infrastructure but also improves accessibility and walkability throughout affected neighborhoods, supporting the Town's commitment to inclusive, safe, and equitable public infrastructure.

RECOMMENDED ACTION:

Adopt Resolutions 25-36, 25-37, and 25-38, authorizing the Town Manager execute contracts with three (3) contractors to complete the Fall 2025 Storm Box and Sidewalk Maintenance Project as a part of the RFQ: 2025-8-22 Utility Infrastructure Services. The total amount of this Project with the three contractors is \$88,155.05.

ATTACHMENTS:

- 2018 Phase II NPDES permit (13-IM-5500, MDR55500)
- Final Utility Infrastructure Services RFQ 2025-8-22
- B&B Site Management: Statement of Qualifications – Utility Services Bid No. RFQ-2025-8-22 dated September 22, 2025
 - B&B Site Management Town Request
 - B&B Site Management Estimate 25-5367 dated November 3, 2025
- L&S Dirt Work, LLC Technical Proposal – Utility Services Bid No. RFQ-2025-8-22
 - L&S Dirt Work, LLC Town Request
 - L&S Dirt Work, LLC Estimate Rev #1 dated November 20, 2025
- Redwood Contracting RFQ: 2025-8-22 La Plata Utility Infrastructure Services
 - Redwood Contracting Request
 - Redwood Contracting Estimate 25-410 dated October 24, 2025

COUNCIL OF THE TOWN OF LA PLATA
Resolution 25-36

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: December 16, 2025

Date Adopted:

Date Effective:

1 **A RESOLUTION** concerning

2
3 **Utility Infrastructure Services Contract – B&B Site Management, Inc.**

4
5 **FOR** the purpose of authorizing the Town Manager to enter into a contract agreement with
6 B&B Site Management, Inc., for stormwater management and related infrastructure
7 services; and all matters relating thereto.

8
9 * * * * *

10
11 **WHEREAS**, in the Strategic Plan of 2022, the Council of the Town of La Plata identified
12 as one of the Town’s top priorities Public Service Readiness and the need to plan and
13 develop the systems and infrastructure needed to meet growing demand, while supporting
14 the health, safety, and wellness of residents and natural resources; and

15
16 **WHEREAS**, the Council of the Town of La Plata desires to protect environmental
17 resources by maintaining policies to protect and preserve forest, open space, and wildlife,
18 and by reducing the Town’s overall impact on the local watershed through sediment
19 movement and illicit discharge; and

20
21 **WHEREAS**, the Town issued a Request for Qualifications (RFQ) for Utility
22 Infrastructure Services (RFQ 2025-8-22) on September 22, 2025, to parge/repair stormwater
23 boxes, install headwalls, and/or replace adjacent sidewalks throughout several locations in
24 the Town of La Plata; and

25
26 **WHEREAS**, Town Charter § C8-23 and Town Code Chapter 43 requires that all
27 expenditures in excess of twenty thousand dollars (\$20,000), be advertised for sealed bids,
28 except for expenditures which the Town Council, by ordinance, has determined are not
29 subject to the sealed bid requirements; and

30
31 **WHEREAS**, the Town solicited potential service providers via an open competitive
32 bidding process consistent with Town procurement policies; and

33
34 **WHEREAS**, staff identified the proposal submitted by B&B Site Management, Inc., of
35 Waldorf, Maryland, as providing support and services invaluable to the Public Works

Department and to the Town, and that engaging B&B Site Management, Inc., would be in the Town's best interest.

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, on behalf of the Town of La Plata, and enter into a Contract Service Agreement with B&B Site Management, Inc., of Waldorf, Maryland, for services as described in Utility Infrastructure Services RFQ 2025-8-22, for an amount not to exceed twenty-six thousand six hundred fourteen dollars and twenty-two cents (\$26,614.22); and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA that the scope of work defined in Estimate #25-5367, dated 11/3/2025, attached hereto as Attachment 1, is hereby adopted and incorporated herein by reference.

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

Tyjon C. Johnson, Councilman

Town Clerk

Date: _____

Date	Estimate #
11/3/2025	25-5367

Town of La Plata
 305 Queen Anne Street
 Post Office Box 2268
 La Plata, MD 20646

Job / Site Name			
La Plata Basins			
Description	Qty	Rate	Total
Work Requested by : Melinda Adams			
Work to be Performed: B&B Site Management proposes to repair basins throughout La Plata and break and replace 868 Sq Ft of sidewalk. List of locations provided by customer.			
Basin Repairs	14	637.93	8,931.02
Scope of Work:			
1. Pump standing water			
2. Remove trash and debris inside of basins			
3. Load and haul away at location designated by Town of La Plata			
4. Parge interior of basins as needed.			
1040 Norfolk Dr		1,712.00	1,712.00
Scope of Work:			
1. Remove Orange Safety Fence			
2. Excavate green space beside curb inlet			
3. Fill voids with RC-6			
4. Backfill and compact			
5. Parge interior of basin			
6. Stabilize disturbed area using topsoil, seed, and straw			
Concrete Replacements	868	18.40	15,971.20
Scope of Work:			
1. Break and remove concrete sidewalks			
2. Load and haul away concrete at location designated by Town of La Plata			
3. Frame and pour sidewalks			
4. Remove frames once concrete has set			
Total			
Phone #	Fax #	E-mail	Web Site
301-705-5041	301-645-4485	BBSM@BandBSiteManagement.com	www.bandbsitemanagement.com

Date	Estimate #
11/3/2025	25-5367

Town of La Plata
 305 Queen Anne Street
 Post Office Box 2268
 La Plata, MD 20646

Job / Site Name			
La Plata Basins			
Description	Qty	Rate	Total
Exclusions: 1. Price does not include parging materials needed to complete scope of work. Town of La Plata to provide materials needed for parging per Bid Request. 2. Price does not include disposal fees. Town of La Plata to provide location for disposal of concrete and trash and debris. Prices includes Labor, Equipment & Materials to complete job as stated. B&B Site Management will have Miss Utility mark all Utilities. B&B Site Management is not responsible for any damages caused by mis-marked or unmarked utilities. Acceptance: _____ Print Name _____ Signature			
Total			\$26,614.22
Phone #	Fax #	E-mail	Web Site
301-705-5041	301-645-4485	BBSM@BandBSiteManagement.com	www.bandbsitemanagement.com



Item Number: 2025-1719
2025-1720
2025-1721

Date of Meeting: December 16, 2025

Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Melinda Adams
Wilson Cochran
Don Dooley
DEPARTMENT: Public Works
TYPE: Town Council Resolution for Purchase
SUBJECT: Fall 2025 Storm Boxes and Sidewalks Contracts

BACKGROUND:

Over the course of time, a lengthy list of stormwater maintenance projects have accumulated in the Stormwater Department due to insufficient staffing and other utility maintenance projects taking priority. As a result, numerous storm boxes, headwalls, and adjacent sidewalk areas have deteriorated, creating service concerns, potential safety hazards, and ADA accessibility issues. These contracts represent the first significant effort to begin reducing the long-standing stormwater maintenance backlog and to proactively address infrastructure deficiencies before they escalate into more costly repairs.

In September 2025, Town staff advertised the Utility Infrastructure Services RFQ: 2025-8-22. A collection of qualified contractors submitted packages and were selected that met the Town RFQ requirements for utility infrastructure maintenance and included stormwater.

Town Staff prioritized the list of storm boxes and sidewalks from the overall storm maintenance list and divided it into three (3) smaller requests. A separate request was forwarded, one to each of three (3) separate contractors (L&S Dirt Work, LLC, B&B Site Management, and Redwood Contracting).

1. Per Town Staff request, L&S Dirt Work submitted an estimate to maintain 19 boxes, 1162 square feet of sidewalk, curb & gutter, and install 1 headwall in part of Agricopia and on Blue Jay Ct for a total of \$26,949.98.
2. Per Town Staff request, B&B Site Management submitted an estimate to maintain 16 boxes and 868 square feet of sidewalk in Kings Grant for a total of \$26,614.22.
3. Per Town Staff request, Redwood Contracting submitted an estimate to maintain 18 boxes, 734 square feet of sidewalk, gutters, and install 2 headwalls in part of Agricopia and on Mallard Ln for a total of \$34,590.85.



Item Number: 2025-1719
2025-1720
2025-1721

Date of Meeting: December 16, 2025

In total contractor estimate will maintain 53 storm boxes, 2,764 square feet of sidewalk, curb & gutters, and install 3 headwalls. The total estimated cost for the contractors is \$88,155.05.

FISCAL IMPACT:

Stormwater box maintenance and sidewalk replacement was included in the Stormwater Utility budgeting process. Stormwater maintenance is funded as a part of the stormwater utility fees that are collected from residents.

Contractor	Estimate Amount
L&S Dirt Work LLC	\$26,949.98
B&B Site Management	\$26,614.22
Redwood Contracting	\$34,590.85
Total Requested	\$88,155.05

The total cost for the replacements is \$88,155.05. Funding for this work is available within the FY2026 budget, which appropriated \$112,000 for site improvements and \$155,000 for repairs and maintenance, including \$35,000 specifically designated for stormwater box replacements. After current year-to-date activity, \$193,837 remains available across these accounts. The project can be fully supported within existing appropriations and does not require a budget amendment at this time.

STRATEGIC PLAN ALIGNMENT:

The proposed stormwater maintenance contracts directly support the Town's Strategic Plan by advancing good governance, operational excellence, fiscal responsibility, and environmental stewardship. After a transparent and competitive RFQ process in September 2025 (Utility Infrastructure Services RFQ 2025-8-22), Town staff selected qualified contractors to provide utility and stormwater infrastructure maintenance. Staff then prioritized the extensive backlog of storm boxes, headwalls, and sidewalk repairs and divided the work into three task orders, assigning each to one of the selected firms (L&S Dirt Work, LLC; B&B Site Management; and Redwood Contracting). This process reflects the Town's commitment to fair and consistent procedures, as well as adherence to established procurement standards.

Reducing the long-standing stormwater maintenance backlog strengthens operational performance by supplementing limited internal staffing and ensuring essential



infrastructure work is completed efficiently. Addressing these deferred maintenance items supports long-term financial sustainability by preventing future costly failures associated with flooding, erosion, and roadway deterioration. This contract also aligns with the Town's Comprehensive Plan and Facilities Master Plan by proactively maintaining critical public infrastructure needed to support current and future growth.

Finally, the stormwater improvements reinforce the Town's identity as a safe, attractive, and environmentally responsible community. Well-maintained drainage structures and sidewalks enhance neighborhood appearance, walkability, and environmental protection. Overall, this project demonstrates responsible stewardship of public resources and supports the Town's vision of a resilient and well-maintained community for generations to come.

This project is in alignment with our Phase II NPDES permit Minimum Control Measure #3: Illicit Discharge Detection and Elimination (IDDE) Item 4: Procedures for identifying source, and eliminating spills, illegal dumping, and other suspected illicit discharges. Sediment movement caused by rain running through poorly maintained storm infrastructure, including storm boxes, is considered an illicit discharge. Projects such as this one reduce such discharges into the local waterways, and as such is in alignment with the permit.

SUSTAINABILITY CONSIDERATIONS:

This project meets two (2) of the goals of the Stormwater Management Program of the Sustainable Maryland Program, which are:

1. *"Improving water quality and reducing flooding"*: This project will contribute to the improving water quality by reducing sediment laden water from discharging into the local streams thereby increasing water quality.
2. *"Improving public health and addressing safety concerns: Inadequate stormwater management may lead to flooding, water pollution, and an aging conveyance system"*: This project provides for this by providing for an improvement in water pollution in the receiving stream by reducing sediment from failing infrastructure.

ADA CONSIDERATIONS:

This project improves the ADA accessibility of the Town by replacing the failing sidewalks with functional sidewalks to allow better safer access along public streets. This project not



Item Number: 2025-1719
2025-1720
2025-1721

Date of Meeting: December 16, 2025

only restores stormwater infrastructure but also improves accessibility and walkability throughout affected neighborhoods, supporting the Town's commitment to inclusive, safe, and equitable public infrastructure.

RECOMMENDED ACTION:

Adopt Resolutions 25-36, 25-37, and 25-38, authorizing the Town Manager execute contracts with three (3) contractors to complete the Fall 2025 Storm Box and Sidewalk Maintenance Project as a part of the RFQ: 2025-8-22 Utility Infrastructure Services. The total amount of this Project with the three contractors is \$88,155.05.

ATTACHMENTS:

- 2018 Phase II NPDES permit (13-IM-5500, MDR55500)
- Final Utility Infrastructure Services RFQ 2025-8-22
- B&B Site Management: Statement of Qualifications – Utility Services Bid No. RFQ-2025-8-22 dated September 22, 2025
 - B&B Site Management Town Request
 - B&B Site Management Estimate 25-5367 dated November 3, 2025
- L&S Dirt Work, LLC Technical Proposal – Utility Services Bid No. RFQ-2025-8-22
 - L&S Dirt Work, LLC Town Request
 - L&S Dirt Work, LLC Estimate Rev #1 dated November 20, 2025
- Redwood Contracting RFQ: 2025-8-22 La Plata Utility Infrastructure Services
 - Redwood Contracting Request
 - Redwood Contracting Estimate 25-410 dated October 24, 2025

COUNCIL OF THE TOWN OF LA PLATA
Resolution 25-37

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: December 16, 2025

Date Adopted:

Date Effective:

1 **A RESOLUTION** concerning

2
3 **Utility Infrastructure Services Contract – L&S Dirt Work LLC**

4
5 **FOR** the purpose of authorizing the Town Manager to enter into a Contract Service
6 Agreement with L&S Dirt Work LLC for stormwater management and related
7 infrastructure services; and all matters relating thereto.

8
9 * * * * *

10
11 **WHEREAS**, in the Strategic Plan of 2022, the Council of the Town of La Plata identified
12 as one of the Town’s top priorities Public Service Readiness and the need to plan and
13 develop the systems and infrastructure needed to meet growing demand, while supporting
14 the health, safety, and wellness of residents and natural resources; and

15
16 **WHEREAS**, the Council of the Town of La Plata desires to protect environmental
17 resources by maintaining policies to protect and preserve forest, open space, and wildlife,
18 and by reducing the Town’s overall impact on the local watershed through sediment
19 movement and illicit discharge; and

20
21 **WHEREAS**, the Town issued a Request for Qualifications (RFQ) for Utility
22 Infrastructure Services (RFQ 2025-8-22) on September 22, 2025, to parge/repair stormwater
23 boxes, install headwalls, and/or replace adjacent sidewalks throughout several locations in
24 the Town of La Plata; and

25
26 **WHEREAS**, Town Charter § C8-23 and Town Code Chapter 43 requires that all
27 expenditures in excess of twenty thousand dollars (\$20,000), be advertised for sealed bids,
28 except for expenditures which the Town Council, by ordinance, has determined are not
29 subject to the sealed bid requirements; and

30
31 **WHEREAS**, the Town solicited potential service providers via an open competitive
32 bidding process consistent with Town procurement policies; and

33
34 **WHEREAS**, staff identified the proposal submitted by L&S Dirt Work LLC of White
35 Plains, Maryland, as providing support and services invaluable to the Public Works

Resolution 25-37

Department and to the Town, and that engaging L&S Dirt Work LLC would be in the Town's best interest.

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, on behalf of the Town of La Plata, and enter into a Contract Service Agreement with L&S Dirt Work LLC, of White Plains, Maryland, for services as described in Utility Infrastructure Services RFQ 2025-8-22, for an amount not to exceed twenty-six thousand nine hundred forty-nine dollars and ninety-eight cents (\$26,949.98); and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA that the scope of work defined in Estimate REV #1, dated November 20, 2025, attached hereto as Attachment 1, is hereby adopted and incorporated herein by reference.

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

Date: _____

Tyjon C. Johnson, Councilman



RESOLUTION 25-37

Attachment 1

4560 CRAIN HWY STE 9,
WHITE PLAINS, MD 20695

(240) 926-4546

LSDIRTWORK@GMAIL.COM

November 20, 2025, REV #1

To: **Town of La Plata, Maryland**

Attention: **Melinda Adams**

Subject: **On-Call Storm Boxes and Sidewalk Maintenance**

Dear Customer:

We are pleased to offer our proposal to supply all materials, Labors and equipment to complete the specific work detailed by the following Contract Documents for the project referenced above:

- ✓ On-Call Storm Boxes and Sidewalk Maintenance
- ✓ Maryland Sales Tax – Included
- ✓ Wage Scale – Excluded

Total Base Bid: _____ : **\$26,949.98**



SCOPE OF WORK:

Location	Sidewalk (SQFT)	Headwall	Curb & Gutter (LF)	Curb (LF)	Crew	Rate	HR	Total
Fescue Circle/Sweetgrass (1st intersection-2 boxes) (1001 Sweetgrass & 1000 Sweetgrass)	120				Labor	\$ 55.50	8	\$ 444.00
					Concrete Finisher	\$ 58.50	8	\$ 468.00
					Forman	\$ 74.75	4	\$ 299.00
1004 Fescue Circle at 1002 Fescue	60				Labor	\$ 55.50	4	\$ 222.00
					Concrete Finisher	\$ 58.50	4	\$ 234.00
					Forman	\$ 74.75	2	\$ 149.50
Fescue Circle/Sweetgrass (2nd intersection-2 boxes) (1019 Sweetgrass & 1012 Sweetgrass)	152				Labor	\$ 55.50	8	\$ 444.00
					Concrete Finisher	\$ 58.50	8	\$ 468.00
					Forman	\$ 74.75	4	\$ 299.00
Fescue Circle/Chaff Way – 4 boxes (2@1021 Chaff and 2@1020)	120			54	Labor	\$ 55.50	8	\$ 444.00
					Concrete Finisher	\$ 58.50	8	\$ 468.00
					Forman	\$ 74.75	4	\$ 299.00
1000, 1004@1006, 1007@1009, 1001 Chaff Way	416			16	Labor	\$ 55.50	16	\$ 888.00
					Concrete Finisher	\$ 58.50	16	\$ 936.00
					Forman	\$ 74.75	8	\$ 598.00
Chaff Way/Barley Dr – 2 boxes (2001 Barley on Barley and 1018 Chaff on Chaff)	112				Labor	\$ 55.50	8	\$ 444.00
					Concrete Finisher	\$ 58.50	8	\$ 468.00
					Forman	\$ 74.75	4	\$ 299.00
Wildflower Dr/Barley Dr – 2 boxes	63				Labor	\$ 55.50	4	\$ 222.00
					Concrete Finisher	\$ 58.50	4	\$ 234.00
					Forman	\$ 74.75	2	\$ 149.50



4560 CRAIN HWY STE 9,
WHITE PLAINS, MD 20695

(240) 926-4546

LSDIRTWORK@GMAIL.COM

Location	Sidewalk (SQFT)	Headwall	Curb & Gutter (LF)	Curb (LF)	Crew	Rate	HR	Total
1001 Agricopia Dr	65		9	15	Labor	\$ 55.50	4	\$ 222.00
					Concrete Finisher	\$ 58.50	4	\$ 234.00
					Forman	\$ 74.75	2	\$ 149.50
1210 Fescue Circle (@1208)	54				Labor	\$ 55.50	4	\$ 222.00
					Concrete Finisher	\$ 58.50	4	\$ 234.00
					Forman	\$ 74.75	2	\$ 149.50
Bluejay Ct and Pipe Outfall Headwall (behind 130 Blue Jay) - Material & Labor		1			Labor	\$ 55.50	8	\$ 444.00
					Pipe Layer	\$ 55.50	8	\$ 444.00
					Forman	\$ 74.75	4	\$ 299.00
Headwall at 24" pipe.					Material			\$ 8,295.98
Concrete ready mix, Forms, Expansion Joints					Material			\$ 7,779.00
Total								\$ 26,949.98

L&S
DIRT WORK LLC



Contingencies and Exclusions:

1. Materials such as sack concrete, bricks, backfill, and similar items will be provided by the Town of La Plata and should not be included in this proposal.
2. Removal of Spoils generated by others is excluded from this proposal.
3. Drying and modification to earthen material is excluded from this proposal.
4. Removal and relocation of spoils from other trades is excluded from this proposal.
5. Contaminated & asbestos material is excluded from this proposal.
6. Any work not specifically included and specified in this proposal is excluded as part of the scope of work.
7. Any temporary utility services are excluded from this proposal.
8. Surveying and Engineering are not included in this proposal.
9. Night work and overtime are excluded from this proposal.
10. Drying and modification to earthen material is excluded from this proposal.
11. Compaction tests are excluded only for our work.
12. All engineered backfills are excluded.
13. Sampling, analysis, and field testing of contaminated material is excluded from this proposal.
14. We are assuming 8 hours work per day, not hours restrictions.
15. The above total base bid price is complete as a lump sum and cannot be separated and/or deleted by individual scopes for breakout pricing. The breakout pricing above is for informational purposes only. Any breakout pricing must be authorized by L&S Dirt Works.
16. Bonds, permits, and fees of any kind are excluded from this proposal.
17. This proposal price will remain valid without escalation until 60 days after the proposal date; after that, the price will be subject to cost escalations because stores have many varieties of materials.

If there are questions regarding this proposal, please contact the undersigned at (240) 926-4546.

Sincerely,

Ferdin Lemus

Above information is not an invoice and only an estimate of service/goods described.

Any questions regarding this price quote please contact:

Ferdin Lemus (240) 926-4546, L.sdirtwork@gmail.com



Item Number: 2025-1719
2025-1720
2025-1721

Date of Meeting: December 16, 2025

Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Melinda Adams
Wilson Cochran
Don Dooley
DEPARTMENT: Public Works
TYPE: Town Council Resolution for Purchase
SUBJECT: Fall 2025 Storm Boxes and Sidewalks Contracts

BACKGROUND:

Over the course of time, a lengthy list of stormwater maintenance projects have accumulated in the Stormwater Department due to insufficient staffing and other utility maintenance projects taking priority. As a result, numerous storm boxes, headwalls, and adjacent sidewalk areas have deteriorated, creating service concerns, potential safety hazards, and ADA accessibility issues. These contracts represent the first significant effort to begin reducing the long-standing stormwater maintenance backlog and to proactively address infrastructure deficiencies before they escalate into more costly repairs.

In September 2025, Town staff advertised the Utility Infrastructure Services RFQ: 2025-8-22. A collection of qualified contractors submitted packages and were selected that met the Town RFQ requirements for utility infrastructure maintenance and included stormwater.

Town Staff prioritized the list of storm boxes and sidewalks from the overall storm maintenance list and divided it into three (3) smaller requests. A separate request was forwarded, one to each of three (3) separate contractors (L&S Dirt Work, LLC, B&B Site Management, and Redwood Contracting).

1. Per Town Staff request, L&S Dirt Work submitted an estimate to maintain 19 boxes, 1162 square feet of sidewalk, curb & gutter, and install 1 headwall in part of Agricopia and on Blue Jay Ct for a total of \$26,949.98.
2. Per Town Staff request, B&B Site Management submitted an estimate to maintain 16 boxes and 868 square feet of sidewalk in Kings Grant for a total of \$26,614.22.
3. Per Town Staff request, Redwood Contracting submitted an estimate to maintain 18 boxes, 734 square feet of sidewalk, gutters, and install 2 headwalls in part of Agricopia and on Mallard Ln for a total of \$34,590.85.



Item Number: 2025-1719
2025-1720
2025-1721

Date of Meeting: December 16, 2025

In total contractor estimate will maintain 53 storm boxes, 2,764 square feet of sidewalk, curb & gutters, and install 3 headwalls. The total estimated cost for the contractors is \$88,155.05.

FISCAL IMPACT:

Stormwater box maintenance and sidewalk replacement was included in the Stormwater Utility budgeting process. Stormwater maintenance is funded as a part of the stormwater utility fees that are collected from residents.

Contractor	Estimate Amount
L&S Dirt Work LLC	\$26,949.98
B&B Site Management	\$26,614.22
Redwood Contracting	\$34,590.85
Total Requested	\$88,155.05

The total cost for the replacements is \$88,155.05. Funding for this work is available within the FY2026 budget, which appropriated \$112,000 for site improvements and \$155,000 for repairs and maintenance, including \$35,000 specifically designated for stormwater box replacements. After current year-to-date activity, \$193,837 remains available across these accounts. The project can be fully supported within existing appropriations and does not require a budget amendment at this time.

STRATEGIC PLAN ALIGNMENT:

The proposed stormwater maintenance contracts directly support the Town's Strategic Plan by advancing good governance, operational excellence, fiscal responsibility, and environmental stewardship. After a transparent and competitive RFQ process in September 2025 (Utility Infrastructure Services RFQ 2025-8-22), Town staff selected qualified contractors to provide utility and stormwater infrastructure maintenance. Staff then prioritized the extensive backlog of storm boxes, headwalls, and sidewalk repairs and divided the work into three task orders, assigning each to one of the selected firms (L&S Dirt Work, LLC; B&B Site Management; and Redwood Contracting). This process reflects the Town's commitment to fair and consistent procedures, as well as adherence to established procurement standards.

Reducing the long-standing stormwater maintenance backlog strengthens operational performance by supplementing limited internal staffing and ensuring essential



infrastructure work is completed efficiently. Addressing these deferred maintenance items supports long-term financial sustainability by preventing future costly failures associated with flooding, erosion, and roadway deterioration. This contract also aligns with the Town's Comprehensive Plan and Facilities Master Plan by proactively maintaining critical public infrastructure needed to support current and future growth.

Finally, the stormwater improvements reinforce the Town's identity as a safe, attractive, and environmentally responsible community. Well-maintained drainage structures and sidewalks enhance neighborhood appearance, walkability, and environmental protection. Overall, this project demonstrates responsible stewardship of public resources and supports the Town's vision of a resilient and well-maintained community for generations to come.

This project is in alignment with our Phase II NPDES permit Minimum Control Measure #3: Illicit Discharge Detection and Elimination (IDDE) Item 4: Procedures for identifying source, and eliminating spills, illegal dumping, and other suspected illicit discharges. Sediment movement caused by rain running through poorly maintained storm infrastructure, including storm boxes, is considered an illicit discharge. Projects such as this one reduce such discharges into the local waterways, and as such is in alignment with the permit.

SUSTAINABILITY CONSIDERATIONS:

This project meets two (2) of the goals of the Stormwater Management Program of the Sustainable Maryland Program, which are:

1. *"Improving water quality and reducing flooding"*: This project will contribute to the improving water quality by reducing sediment laden water from discharging into the local streams thereby increasing water quality.
2. *"Improving public health and addressing safety concerns: Inadequate stormwater management may lead to flooding, water pollution, and an aging conveyance system"*: This project provides for this by providing for an improvement in water pollution in the receiving stream by reducing sediment from failing infrastructure.

ADA CONSIDERATIONS:

This project improves the ADA accessibility of the Town by replacing the failing sidewalks with functional sidewalks to allow better safer access along public streets. This project not



Item Number: 2025-1719
2025-1720
2025-1721

Date of Meeting: December 16, 2025

only restores stormwater infrastructure but also improves accessibility and walkability throughout affected neighborhoods, supporting the Town's commitment to inclusive, safe, and equitable public infrastructure.

RECOMMENDED ACTION:

Adopt Resolutions 25-36, 25-37, and 25-38, authorizing the Town Manager execute contracts with three (3) contractors to complete the Fall 2025 Storm Box and Sidewalk Maintenance Project as a part of the RFQ: 2025-8-22 Utility Infrastructure Services. The total amount of this Project with the three contractors is \$88,155.05.

ATTACHMENTS:

- 2018 Phase II NPDES permit (13-IM-5500, MDR55500)
- Final Utility Infrastructure Services RFQ 2025-8-22
- B&B Site Management: Statement of Qualifications – Utility Services Bid No. RFQ-2025-8-22 dated September 22, 2025
 - B&B Site Management Town Request
 - B&B Site Management Estimate 25-5367 dated November 3, 2025
- L&S Dirt Work, LLC Technical Proposal – Utility Services Bid No. RFQ-2025-8-22
 - L&S Dirt Work, LLC Town Request
 - L&S Dirt Work, LLC Estimate Rev #1 dated November 20, 2025
- Redwood Contracting RFQ: 2025-8-22 La Plata Utility Infrastructure Services
 - Redwood Contracting Request
 - Redwood Contracting Estimate 25-410 dated October 24, 2025

COUNCIL OF THE TOWN OF LA PLATA
Resolution 25-38

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: December 16, 2025

Date Adopted:

Date Effective:

1 **A RESOLUTION** concerning

2
3 **Utility Infrastructure Services Contract – Redwood Contracting Company LLC**

4
5 **FOR** the purpose of authorizing the Town Manager to enter into a Contract Service
6 Agreement with Redwood Contracting Company, LLC, for stormwater management
7 and related infrastructure services; and all matters relating thereto.

8
9 * * * * *

10
11 **WHEREAS**, in the Strategic Plan of 2022, the Council of the Town of La Plata identified
12 as one of the Town’s top priorities Public Service Readiness and the need to plan and
13 develop the systems and infrastructure needed to meet growing demand, while supporting
14 the health, safety, and wellness of residents and natural resources; and

15
16 **WHEREAS**, the Council of the Town of La Plata desires to protect environmental
17 resources by maintaining policies to protect and preserve forest, open space, and wildlife,
18 and by reducing the Town’s overall impact on the local watershed through sediment
19 movement and illicit discharge; and

20
21 **WHEREAS**, the Town issued a Request for Qualifications (RFQ) for Utility
22 Infrastructure Services (RFQ 2025-8-22) on September 22, 2025, to parge/repair stormwater
23 boxes, install headwalls, and/or replace adjacent sidewalks throughout several locations in
24 the Town of La Plata; and

25
26 **WHEREAS**, Town Charter § C8-23 and Town Code Chapter 43 requires that all
27 expenditures in excess of twenty thousand dollars (\$20,000), be advertised for sealed bids,
28 except for expenditures which the Town Council, by ordinance, has determined are not
29 subject to the sealed bid requirements; and

30
31 **WHEREAS**, the Town solicited potential service providers via an open competitive
32 bidding process consistent with Town procurement policies; and

33
34 **WHEREAS**, staff identified the proposal submitted by Redwood Contracting
35 Company, LLC, of La Plata, Maryland, as providing support and services invaluable to the

Resolution 25-38

Public Works Department and to the Town, and that engaging Redwood Contracting Company, LLC, would be in the Town's best interest.

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, on behalf of the Town of La Plata, and enter into a Contract Service Agreement with Redwood Contracting Company, LLC, of La Plata, Maryland, for services as described in Utility Infrastructure Services RFQ 2025-8-22, for an amount not to exceed thirty-four thousand five hundred ninety dollars and eighty-five cents (\$34,590.85); and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA that the scope of work defined in Estimate IFQ 2025-8-22, dated October 2025, attached hereto as Attachment 1, is hereby adopted and incorporated herein by reference.

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

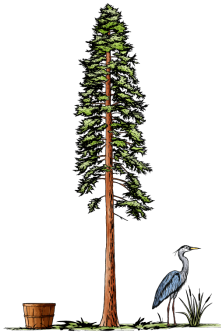
Town Clerk

Tyjon C. Johnson, Councilman

Date: _____

Estimate

Date	Estimate #
10/24/2025	25-410



REDWOOD

— CONTRACTING CO. —

P.O. Box 1347
La Plata, MD 20646

Customer Information

Town of La Plata
305 Queen Anne Street
La Plata, MD 20646

Project Title

IFQ 2025-8-22 - October 2025

Description	Qty	Rate	Total
PROJECT DESCRIPTION: The following is a description of the project/work requested to be completed by Redwood Contracting Company, LLC.			
1042 Savannah Drive Description: Upon visual inspection of curb inlet, several sections of the 36" HDPE pipe are disconnected and there are cracks in the sidewalls of the pipe within the first 5-feet of the pipe. There is a 2-1/2" galvanized post that has punctured through the roof of the pipe, into the floor of the pipe. This punctured pipe is capturing trash and debris, the parging inside the box is minor only requiring just maintenance around the pipe and box connections. The sidewalk directly behind the inlet is buckling, the sidewalk buckling measures (33.25 SF) Scope: Remove sediment from the floor of the basin, parge all three pipe to box connections and cracks in the riser. Remove and replace 33.25 SF of sidewalk directly behind the inlet.			
1038 Savannah Drive Description: Upon visual inspection of curb inlet, the 12" HDPE inlet pipe is crushed and bellied, the 36" HDPE outlet has damage to the floor of the pipe approximately 10-feet inside. The sidewalk directly behind the inlet is buckling, the sidewalk buckling measures 33.25 Scope: Remove sediment from the floor of the basin, parge all three pipe to box connections and cracks in the riser. Remove and replace 33.25 SF of sidewalk directly behind the inlet.			
1036 Savannah Drive Description: Upon visual inspection of curb inlet, several sections of the 36" HDPE pipe are disconnected and there are cracks in the floor of the pipe within the first 8-feet of the pipe. There is a 2-1/2" galvanized post that has punctured through the roof of the other 36" HDPE pipe, into the floor of the pipe. This punctured pipe is capturing trash and debris, the 12" HDPE inlet pipe from the yard box is crushed and bellied under the road. Parging inside the box is minor only requiring just maintenance around the pipe and box connections. The sidewalk directly behind the inlet is buckling, the sidewalk buckling measures 33.25 Scope: Remove sediment from the floor of the basin, parge all three pipe to box connections and cracks in the riser. Remove and replace 33.25 SF of sidewalk directly behind the inlet.			
A.1. Crew Leader/Foreman - Hrly IFQ 2025-8-22 Contracted Labor Rates	8	50.00	400.00
Total			

Estimate

Date	Estimate #
10/24/2025	25-410



REDWOOD
CONTRACTING CO.

P.O. Box 1347
La Plata, MD 20646

Customer Information

Town of La Plata
305 Queen Anne Street
La Plata, MD 20646

Project Title

IFQ 2025-8-22 - October 2025

Description	Qty	Rate	Total
A.2. Skilled Tradesman - Hrly IFQ 2025-8-22 Contracted Labor Rates	8	50.00	400.00
B.1. Compact Loader - Hrly Town of La Plata IFQ 2025-8-22 Contracted Equipment Rates	6	65.00	390.00
B.8. Truck & Dump - Day IFQ 2025-8-22 Contracted Equipment Rates	1	235.00	235.00
C.1. R&R Sidewalk - SqFT IFQ 2025-8-22 Contracted Service Rates	99.75	23.50	2,344.13
C.3. Disposal - Off-site - Yard IFQ 2025-8-22 Contracted Service Rates	2.5	40.00	100.00
Estimated Town Provided Materials & Services 1. (3) 80lb bag of mortar. 2. (1-2 Tons) CR-6			
1042,1038,1036 Savanna Drive Price includes all labor, equipment and materials to fully execute the requirements to furnish, deliver and install the items listed below according to specifications with the exclusions and conditions noted. TOTAL: \$3,869.13			
Total			

Estimate

Date	Estimate #
10/24/2025	25-410



REDWOOD

CONTRACTING CO.

P.O. Box 1347
La Plata, MD 20646

Customer Information

Town of La Plata
305 Queen Anne Street
La Plata, MD 20646

Project Title

IFQ 2025-8-22 - October 2025

Description	Qty	Rate	Total
1097 Agricopia Drive Description: Upon visual inspection of curb inlet, 18" HDPE pipe are disconnected and there are cracks in the sidewalls of the pipe within the first 3-feet of the pipe. Parging inside the box is minor, requiring just maintenance around the pipe and box connection. Remove and replace 33.25 SF of sidewalk directly behind the inlet. Scope: Remove sediment from the floor of the basin, parge both pipe to box connections and riser cracks. Remove and replace 33.25SF of sidewalk behind inlet.			
1033 Savanna Drive Description: Upon visual inspection of curb inlet, 18" and 24" HDPE pipe are disconnected and there are cracks in the sidewalls of the pipe within the first 3-feet of the pipe. Parging inside the box is minor, requiring just maintenance around the pipe and box connection. Remove and replace 49.25SF of sidewalk directly behind the inlet. Scope: Remove sediment from the floor of the basin, parge both pipe to box connections and riser cracks. Remove and replace 49.25SF of sidewalk behind inlet.			
A.1. Crew Leader/Foreman - Hrly IFQ 2025-8-22 Contracted Labor Rates	8	50.00	400.00
A.2. Skilled Tradesman - Hrly IFQ 2025-8-22 Contracted Labor Rates	8	50.00	400.00
B.1. Compact Loader - Hrly IFQ 2025-8-22 Contracted Equipment Rates	6	65.00	390.00
B.8. Truck & Dump - Day IFQ 2025-8-22 Contracted Equipment Rates	1	235.00	235.00
C.1. R&R Sidewalk - SqFT IFQ 2025-8-22 Contracted Service Rates	82.5	23.50	1,938.75
C.2. R&R Curb & Gutter - LinFT IFQ 2025-8-22 Contracted Service Rates	16	45.00	720.00
C.3. Disposal - Off-site - Yard IFQ 2025-8-22 Contracted Service Rates	2.25	40.00	90.00
Total			

P.O. Box 1347
La Plata, MD 20646

Customer Information
Town of La Plata 305 Queen Anne Street La Plata, MD 20646

[illegible]

Estimate

Date	Estimate #
10/24/2025	25-410



REDWOOD

CONTRACTING CO.

P.O. Box 1347
La Plata, MD 20646

Customer Information

Town of La Plata
305 Queen Anne Street
La Plata, MD 20646

Project Title

IFQ 2025-8-22 - October 2025

Description	Qty	Rate	Total
1037 Savanna Drive & Yard Box Description: Upon visual inspection of curb inlet, two 12" HDPE pipes have disconnected and there are cracks in the sidewalls of the pipe within the first 3-feet of the pipe. Parging inside the box is minor, requiring just maintenance around the pipe and box connection. At the yard box, there is a sinkhole forming at the corner. Visual separation around the pipe-box connection. The box is currently filled with approximately 6" of water. Remove and replace 33.25SF of sidewalk behind the inlet. Scope: Pump out water from yard box, remove sediment from both the yard box and inlet. Parge joints around the pipe box connection of both boxes, remove and replace 33.25SF of sidewalk behind the inlet.			
A.1. Crew Leader/Foreman - Hrly IFQ 2025-8-22 Contracted Labor Rates	8	50.00	400.00
A.2. Skilled Tradesman - Hrly IFQ 2025-8-22 Contracted Labor Rates	8	50.00	400.00
B.7. Truck & Trailer - Day IFQ 2025-8-22 Contracted Equipment Rates	1	235.00	235.00
B.1. Compact Loader - Hrly IFQ 2025-8-22 Contracted Equipment Rates	6	65.00	390.00
C.1. R&R Sidewalk - SqFT IFQ 2025-8-22 Contracted Service Rates	33.25	23.50	781.38
C.3. Disposal - Off-site - Yard IFQ 2025-8-22 Contracted Service Rates	2	40.00	80.00
Estimated Town Provided Materials & Services 1. (2) 80lb bag of mortar.			
1037 Savanna Drive & Yard Box Price includes all labor, equipment and materials to fully execute the requirements to furnish, deliver and install the items listed below according to specifications with the exclusions and conditions noted. TOTAL: \$2,286.38			
Total			

P.O. Box 1347
La Plata, MD 20646

Customer Information

Project Title

Description

Qty

Rate

Total

Scope: Remove sediment from the floor of the basin, parge both pipe to box connections and riser cracks.

A.1. Crew Leader/Foreman - Hrly

IFQ 2025-8-22 Contracted Labor Rates

2

50.00

100.00

A.2. Skilled Tradesman - Hrly

IFQ 2025-8-22 Contracted Labor Rates

2

50.00

100.00

B.6. 1T Truck w/ Op - Hrly

IFQ 2025-8-22 Contracted Equipment Rates

2

85.00

170.00

C.4. Disposal - On-Site - Yard

IFQ 2025-8-22 Contracted Service Rates

1

20.00

20.00

Estimated Town Provided Materials & Services

1. (1) 80lb bag of mortar.

1000 Fescue Circle

Price includes all labor, equipment and materials to fully execute the requirements to furnish, deliver and install the items listed below according to specifications with the exclusions and conditions noted.

TOTAL: \$390.00

3043 Wildflower Drive

Total

Estimate

Date	Estimate #
10/24/2025	25-410



REDWOOD CONTRACTING CO.

P.O. Box 1347
La Plata, MD 20646

Customer Information

Town of La Plata
305 Queen Anne Street
La Plata, MD 20646

Project Title

IFQ 2025-8-22 - October 2025

Description	Qty	Rate	Total
Description: Upon visual inspection of curb inlet, (3) 12" HDPE pipes have disconnected and there are cracks in the sidewalls of the pipe within the first 3-feet of the pipe. Parging inside the box is minor, requiring just maintenance around the pipe and box connection. Remove and replace 40.5SF of sidewalk behind the inlet. Scope: Remove sediment from both the yard box and inlet. Parge joints around the pipe box connections, remove and replace 40.5SF of sidewalk behind the inlet. 3034 Wildflower Drive Description: Upon visual inspection of curb inlet, (3) 12" HDPE pipes have disconnected and there are cracks in the sidewalls of the pipe within the first 3-feet of the pipe. Parging inside the box is minor, requiring just maintenance around the pipe and box connection. The sidewalk behind this inlet is completely undercut, the entirety of the collapsing sidewalk is voided out underneath. Remove and replace 53.5SF of sidewalk behind the inlet. Scope: Remove sediment from both the yard box and inlet. Parge joints around the pipe box connections, remove and replace 53.5SF of sidewalk behind the inlet. 3030 Wildflower Drive Description: Upon visual inspection of curb inlet, (1) 12" HDPE (2) 36" HDPE pipes have disconnected and there are cracks in the sidewalls of the pipe within the first 3-feet of the pipe. Parging inside the box is minor, requiring just maintenance around the pipe and box connection. Remove and replace 64.5SF of sidewalk behind the inlet. Scope: Remove sediment from inlet. Parge joints around the pipe box connections, remove and replace 64.25SF of sidewalk behind the inlet. 3033 Wildflower Drive Description: Upon visual inspection of curb inlet, (1) 12" HDPE (2) 36" HDPE pipes have disconnected and there are cracks in the sidewalls of the pipe within the first 3-feet of the pipe. Parging inside the box is minor, requiring just maintenance around the pipe and box connection. Remove and replace 36SF of sidewalk behind the inlet. Scope: Remove sediment from inlet. Parge joints around the pipe box connections, remove and replace 36SF of sidewalk behind the inlet.			
Total			

Estimate

Date	Estimate #
10/24/2025	25-410



REDWOOD
— CONTRACTING CO. —

P.O. Box 1347
La Plata, MD 20646

Customer Information

Town of La Plata
305 Queen Anne Street
La Plata, MD 20646

Project Title

IFQ 2025-8-22 - October 2025

Description	Qty	Rate	Total
3012 Wildflower Drive Description: Upon visual inspection of curb inlet pipes have disconnected and there are cracks in the sidewalls of the pipe within the first 3-feet of the pipe. Parging inside the box is minor, requiring just maintenance around the pipe and box connection. Scope: Remove sediment from inlet. Parge joints around the pipe box connections.			
3015 Wildflower Drive Description: Upon visual inspection of curb inlet pipes have disconnected and there are cracks in the sidewalls of the pipe within the first 3-feet of the pipe. Parging inside the box is minor, requiring just maintenance around the pipe and box connection. Remove and replace 65.25SF of sidewalk behind inlet. Scope: Remove sediment from inlet. Parge joints around the pipe box connections. Remove and replace 65.25SF of sidewalk behind inlet.			
3001 Wildflower Drive Description: Upon visual inspection of curb inlet pipes have disconnected and there are cracks in the sidewalls of the pipe within the first 3-feet of the pipe. Parging inside the box is minor, requiring just maintenance around the pipe and box connection. Remove and replace 32.25SF of sidewalk behind inlet. Scope: Remove sediment from inlet. Parge joints around the pipe box connections. Remove and replace 32.25SF of sidewalk behind inlet.			
3000 Wildflower Drive Description: Upon visual inspection of curb inlet pipes have disconnected and there are cracks in the sidewalls of the pipe within the first 3-feet of the pipe. Parging inside the box is minor, requiring just maintenance around the pipe and box connection. Remove and replace 33.25SF of sidewalk behind inlet. Scope: Remove sediment from inlet. Parge joints around the pipe box connections. Remove and replace 33.25SF of sidewalk behind inlet.			
Total			

Estimate

Date	Estimate #
10/24/2025	25-410



REDWOOD
— CONTRACTING CO. —

P.O. Box 1347
La Plata, MD 20646

Customer Information

Town of La Plata
305 Queen Anne Street
La Plata, MD 20646

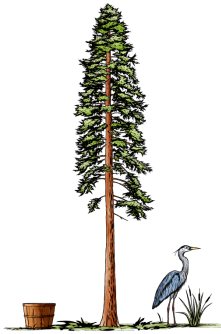
Project Title

IFQ 2025-8-22 - October 2025

Description	Qty	Rate	Total
A.1. Crew Leader/Foreman - Hrly IFQ 2025-8-22 Contracted Labor Rates	16	50.00	800.00
A.2. Skilled Tradesman - Hrly IFQ 2025-8-22 Contracted Labor Rates	16	50.00	800.00
B.1. Compact Loader - Hrly IFQ 2025-8-22 Contracted Equipment Rates	8	65.00	520.00
B.7. Truck & Trailer - Day IFQ 2025-8-22 Contracted Equipment Rates	2	235.00	470.00
C.1. R&R Sidewalk - SqFT IFQ 2025-8-22 Contracted Service Rates	357.25	16.50	5,894.63
C.3. Disposal - Off-site - Yard IFQ 2025-8-22 Contracted Service Rates	6.5	40.00	260.00
Estimated Town Provided Materials & Services 1. (14) 80lb bag of mortar. 2. (2-1/2) Tons of CR-6			
3043, 3034, 3030, 3033, 3012, 3015, 3001, 3000 Wildflower Drive Price includes all labor, equipment and materials to fully execute the requirements to furnish, deliver and install the items listed below according to specifications with the exclusions and conditions noted.			
TOTAL: \$8,744.63			
			Total

Estimate

Date	Estimate #
10/24/2025	25-410



REDWOOD

CONTRACTING CO.

P.O. Box 1347
La Plata, MD 20646

Customer Information

Town of La Plata
305 Queen Anne Street
La Plata, MD 20646

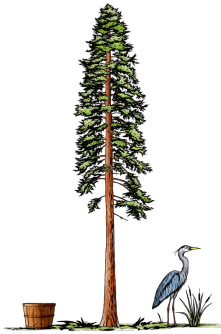
Project Title

IFQ 2025-8-22 - October 2025

Description	Qty	Rate	Total
100 Cover Crop Court Description: Upon visual inspection of curb inlet pipes have disconnected and there are cracks in the sidewalls of the pipe within the first 3-feet of the pipe. Parging inside the box is minor, requiring just maintenance around the pipe and box connection. Remove and replace 32.25SF of sidewalk behind inlet. Scope: Remove sediment from inlet. Parge joints around the pipe box connections. Remove and replace 32.25SF of sidewalk behind inlet.			
101 Cover Crop Circle Description: Upon visual inspection of curb inlet pipes have disconnected and there are cracks in the sidewalls of the pipe within the first 3-feet of the pipe. Parging inside the box is minor, requiring just maintenance around the pipe and box connection. Remove and replace 33.25SF of sidewalk behind inlet. Scope: Remove sediment from inlet. Parge joints around the pipe box connections. Remove and replace 33.25SF of sidewalk behind inlet.			
A.1. Crew Leader/Foreman - Hrly	8	50.00	400.00
IFQ 2025-8-22 Contracted Labor Rates			
A.2. Skilled Tradesman - Hrly	8	50.00	400.00
IFQ 2025-8-22 Contracted Labor Rates			
B.1. Compact Loader - Hrly	6	65.00	390.00
IFQ 2025-8-22 Contracted Equipment Rates			
B.8. Truck & Dump - Day	1	235.00	235.00
IFQ 2025-8-22 Contracted Equipment Rates			
C.1. R&R Sidewalk - SqFT	66.5	23.50	1,562.75
IFQ 2025-8-22 Contracted Service Rates			
C.3. Disposal - Off-site - Yard	2	40.00	80.00
IFQ 2025-8-22 Contracted Service Rates			
Estimated Town Provided Materials & Services			
1. (2) 80lb bag of mortar.			
Total			

Estimate

Date	Estimate #
10/24/2025	25-410



REDWOOD CONTRACTING CO.

P.O. Box 1347
La Plata, MD 20646

Customer Information

Town of La Plata
305 Queen Anne Street
La Plata, MD 20646

Project Title

IFQ 2025-8-22 - October 2025

Description	Qty	Rate	Total
100 & 101 Cover Crop Court Price includes all labor, equipment and materials to fully execute the requirements to furnish, deliver and install the items listed below according to specifications with the exclusions and conditions noted. TOTAL: \$3,067.75			
Quailwood Parkway x Mallard - Headwall Installation Description: Install two (2) SHA Type "C" Headwalls Scope: Install two (2) SHA Type "C" Headwalls, (1) located at the upstream of the 30" HDPE pipe, (1) located at the downstream invert of the 30" HDPE pipe.			
A.1. Crew Leader/Foreman - Hrly IFQ 2025-8-22 Contracted Labor Rates	24	50.00	1,200.00
A.2. Skilled Tradesman - Hrly IFQ 2025-8-22 Contracted Labor Rates	8	50.00	400.00
A.3. General Laborer - Hrly IFQ 2025-8-22 Contracted Labor Rates	16	37.50	600.00
B.1. Compact Loader - Hrly IFQ 2025-8-22 Contracted Equipment Rates	18	65.00	1,170.00
B.4. 20T Excavator - Hrly IFQ 2025-8-22 Contracted Equipment Rates	16	175.00	2,800.00
SHA Type "C" Headwall/Endwall 36" O.D - Ea.	2	2,145.00	4,290.00
Class I Rip-Rap - Ton	10	65.00	650.00
Non-Woven Filter Fabric - Square Yard	400	0.25	100.00
Curlex Stabilization Matting - SqYd	99.99	3.75	374.96
Permanent Stabilization - SqYd	165	0.45	74.25
Screened Topsoil	1	400.00	400.00
Estimated Town Provided Materials & Services 1. (4) 80lb bag of mortar.			
Total			

Estimate

Date	Estimate #
10/24/2025	25-410



REDWOOD

CONTRACTING CO.

P.O. Box 1347
La Plata, MD 20646

Customer Information

Town of La Plata
305 Queen Anne Street
La Plata, MD 20646

Project Title

IFQ 2025-8-22 - October 2025

Description	Qty	Rate	Total
Quailwood Parkway x Mallard Price includes all labor, equipment and materials to fully execute the requirements to furnish, deliver and install the items listed below according to specifications with the exclusions and conditions noted. TOTAL: \$12,059.21			
Total			\$34,590.85

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

Dec 12, 2025

MEMORANDUM

TO: Town Council

FROM: Chuck Stevens, Town Manager

Subject: Ongoing Town Initiatives Update

Executive Summary

This memorandum provides a comprehensive update on several key initiatives currently underway, as well as recently completed actions that advance the Town's operational effectiveness and governance objectives.

MAGNOLIA GARDENS, ALPAS, AND TOWN OF LA PLATA SETTLEMENT

The Town has reached a successful resolution in the Magnolia litigation matter. All parties have agreed to the settlement terms, and the agreement has been fully executed. This resolution brings the lawsuit to a favorable conclusion and eliminates the need for the trial that was scheduled for December.

The Town is extremely satisfied with this outcome. The settlement secures the road dedication that has been a longstanding priority, which will provide critical emergency access for our fire department to the Pine Grove area. As part of the settlement terms, the Town will construct a comprehensive stormwater management solution in the affected area. An engineering firm has already been engaged and has provided a quote for preliminary design work for this infrastructure improvement.

This resolution represents countless hours of diligent legal work and collaborative negotiation. I want to express our sincere appreciation to all parties involved in reaching this mutually beneficial agreement. The Town is pleased to conclude this matter and looks forward to implementing solutions that serve both the Town's operational interests and our community's broader needs.

RULES OF PROCEDURE

The Town's Special Counsel and Town Staff have conducted multiple comprehensive iterations of review and revision to incorporate Council's desired changes to the Rules of Procedure. These revisions focus on enhancing transparency, formalizing communication protocols, and strengthening procedural clarity throughout the Town's governance processes.

The current draft addresses the concerns expressed by the Town Council, specifically:

- Robert's Rules of Order – Incorporated as the governing authority for Council deliberations except where in conflict with local rules or ordinances
- Ex Parte Communications – Established new provisions prohibiting unauthorized communications between Council members and interested parties regarding quasi-judicial planning matters, including mandatory disclosure requirements for any communications that do occur
- Individual Council Member Agenda Requests – Clarified the procedural requirements whereby items must be placed on the first regular meeting of the month for discussion purposes only, with detailed procedures for gauging Council interest before staff development of substantive materials
- Town Manager Appointment – Removed the existing language in its entirety; this matter will be comprehensively addressed through the forthcoming Charter updates
- Town Clerk Meeting Attendance – Clarified that the attendance requirement applies specifically to "open" public meetings

Given the Town's current transition from Special Counsel to Town Attorney, staff respectfully recommends deferring action on these revisions until the new Town Attorney is hired and seated, which is anticipated to occur in early 2026. This approach will ensure proper alignment between the governance document and the incoming Town Attorney's independent review and professional input. While substantial work has been completed on these revisions, this transition period presents an optimal opportunity to obtain fresh legal perspective on these important procedural matters before final adoption. This measured, deliberate approach will strengthen the final product and ensure consistency with the Town's evolving legal and governance framework.

The redlined draft working product of the Rules of Procedure is available for Town Council review upon request.

RULES OF CONDUCT

The Town's Special Counsel, in conjunction with the staff, has completed a comprehensive draft Rules of Conduct document that is being prepared for Town Council review. Staff anticipates presenting this document to Town Council in January 2026 for initial consideration and feedback. However, consistent with the approach recommended above regarding the Rules of Procedure, staff advises that action on the Rules of Conduct be coordinated with the new Town Attorney following their appointment in early 2026. This coordinated timeline will provide an opportunity for thorough legal review and ensure that both governance documents are properly aligned and consistent with the Town's operational framework and applicable legal requirements.

CHARTER UPDATES

The draft language for the proposed Charter updates has completed legal review with the Town's Special Counsel. Four amendments are under consideration: Article III, Section C3-3 (Salary of Councilmen); Article IV, Section C4-2 (Salary of Mayor); Article V, Section C5-1 (Appointment of Town Manager); and Article IX, Section C9-2 (Town Attorney). This item will be placed on the Town Council agenda on the January 13, 2026, meeting to review the draft language and confirm the Council's direction. At that same meeting, staff will present a comprehensive overview of the procedural requirements, process, and timeline necessary to initiate and complete a Charter amendment under Maryland law. Assuming Town Council is satisfied with the proposed language in the draft Charter amendments, staff will promptly initiate the formal amendment process in accordance with all applicable statutory requirements.

RESERVE FUND POLICY

The Finance Committee has provided its final recommendations and comments to staff regarding the Reserve Fund Policy. Staff intends to present this policy to Town Council for formal consideration at the January 13, 2026, meeting.

STORMWATER PROJECTS

During its December 16 meeting, Town Council will consider three separate contracts to address the Town's stormwater projects backlog. This action reflects our ongoing efforts to modernize the Town's procurement process by shifting away from traditional Requests for Proposals toward the establishment of an on-call qualified vendors list for stormwater infrastructure work. These first three contracts were strategically awarded to three different vendors, which will allow the Town to comprehensively evaluate each vendor's performance with respect to quality of work, cost-effectiveness, project timeliness, and overall effectiveness. Upon successful completion of these initial projects, the Town will be well-positioned to expand its outsourcing capacity for additional stormwater infrastructure projects while maintaining our commitment to responsible stewardship of taxpayer resources.

ADEQUATE PUBLIC FACILITIES ORDINANCE

Staff completed an initial draft of the school seat allocation methodology, which was formally submitted to Charles County Public Schools and Charles County Planning and Growth Management for interagency review and substantive input. Comprehensive feedback was received during the last week of November and has been incorporated into subsequent revisions. Draft language addressing water and sewer infrastructure capacity limitations and transportation impacts has been completed and integrated into the comprehensive document. The complete APFO draft was distributed to both the Town Council and the Planning Commission in December 2025. The Planning Commission will conduct its initial review at the January 6, 2026, meeting. A work session on the APFO has been scheduled for the Town Council on January 13, 2026, to facilitate thorough discussion and consideration of this important regulatory framework.

CONCLUSION

Significant progress continues across multiple high-priority initiatives. The successful resolution of the Magnolia litigation, substantive advancement of critical governance document revisions, and implementation of improved procurement processes for stormwater infrastructure collectively demonstrate the Town's steadfast commitment to effective, transparent municipal management. Staff will continue to provide regular updates on these matters as they progress through their respective implementation phases.

Respectfully submitted,

Chuck Stevens
Town Manager

COUNCIL OF THE TOWN OF LA PLATA
Ordinance No. 25-10

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: December 09, 2025

Date Adopted:

Date Effective: July 01, 2026

AN ORDINANCE concerning

Tourism Zones

FOR the purpose of establishing Tourism Zones in the Town of La Plata, as authorized by Maryland Code, Local Government Section 18-401, and to define the administration of a program of incentives to “qualified tourism businesses” located within such Tourism Zones to encourage the growth and expansion of tourism-related businesses in the Town of La Plata; and all matters generally relating thereto.

BY adding
Chapter 44 TOURISM ZONES
Sections 44-1 through 44-9
Code of the Town of La Plata
(1998 Edition and Supplements)

WHEREAS, the Town Council wishes to promote the continued development and success of the town through the designation of Tourism Zones as authorized by Maryland Code, Local Government § 18-401 (Md. Code, LG § 18-401); and

WHEREAS, the Town’s Comprehensive Plan of 2020 defined goals for land use and economic development which include Goal #1, “La Plata will maintain and enforce its plans and policies to strengthen the downtown core and maintain its small-town character,” and Goal #26, “Focus the town’s community and economic development efforts on the downtown core; demonstrate public investment to attract private capital,” and

NOW, THEREFORE:

Chapter 44 – TOURISM ZONES

THE PURPOSE OF THIS ARTICLE IS TO CREATE TOURISM ZONES AS AUTHORIZED BY MARYLAND CODE LG § 18-401 AND TO DEFINE THE ADMINISTRATION OF PROGRAMS OF INCENTIVES TO “QUALIFIED TOURISM BUSINESSES” LOCATED WITHIN THE TOURISM ZONES TO ENCOURAGE GROWTH AND EXPANSION OF TOURISM-RELATED BUSINESSES IN THE TOWN OF LA PLATA.

THE ADMINISTRATOR OF THE TOWN'S TOURISM ZONES SHALL BE THE TOWN MANAGER OR THE TOWN MANAGER'S DESIGNEE. THE TOWN MANAGER, THE DEPARTMENT OF FINANCE,

AND THE DEPARTMENT OF PLANNING SHALL REVIEW THE CRITERIA AND INCENTIVES FOR THE TOURISM ZONE PROGRAM ANNUALLY TO ENSURE ALIGNMENT WITH THE TOWN'S STRATEGY FOR THE DEVELOPMENT OF DOWNTOWN.

44-3. ELIGIBILITY REQUIREMENTS.

A. INCENTIVES MAY BE MADE AVAILABLE TO ANY NEW OR EXPANDED BUSINESS WITHIN A DESIGNATED TOURISM ZONE, WHICH SEEKS TO ATTRACT CUSTOMERS TO THE TOWN OF LA PLATA AND SATISFIES THE CRITERIA FOR A QUALIFIED TOURISM BUSINESS. A "QUALIFIED TOURISM BUSINESS" SHALL MEET THE FOLLOWING CRITERIA:

1. THE BUSINESS IS ORGANIZED FOR PROFIT; AND
2. THE BUSINESS HAS A PHYSICAL PLACE OF BUSINESS WITHIN A TOURISM ZONE AS DEFINED IN § 44-2 OF THIS CHAPTER; AND
3. THE BUSINESS IS PRIVATELY OWNED AND NOT PUBLICLY TRADED; AND
4. THE BUSINESS IS NOT PART OF A REGIONAL FRANCHISEE OR CHAIN ALREADY REPRESENTED WITHIN A TWENTY (20) MILE RADIUS OF THE DESIGNATED TOURISM ZONE; AND
5. THE BUSINESS DOES NOT OPERATE UNDER A NATIONALLY OR INTERNATIONALLY RECOGNIZED BRAND OR FRANCHISE MODEL WITH MULTIPLE LOCATIONS ACROSS DIFFERENT REGIONS OR STATES; AND
6. THE BUSINESS EMPLOYS 50 OR FEWER FULL-TIME EMPLOYEES; AND
7. THE BUSINESS HOLDS A VALID BUSINESS LICENSE AND IS CURRENT IN ALL TAX AND UTILITY BILL OBLIGATIONS TO THE TOWN AND ALL TAX OBLIGATIONS TO CHARLES COUNTY; AND
8. THE BUSINESS IS IN COMPLIANCE WITH ALL TOWN ORDINANCES; AND
9. THE BUSINESS ADVANCES THE TOWN'S GOALS IDENTIFIED IN THE TOWN OF LA PLATA COMPREHENSIVE PLAN AND STRATEGIC PLAN. EXAMPLES OF ELIGIBLE BUSINESS INCLUDE BUT ARE NOT LIMITED TO
 - a. SPECIALTY FOOD AND BEVERAGE STORES
 - b. HEALTH AND PERSONAL CARE STORES
 - c. HOME FURNISHING STORES
 - d. CLOTHING AND CLOTHING ACCESSORIES STORES
 - e. ARTS, ENTERTAINMENT, AND RECREATION STORES OR SERVICES
 - i. SPORTING GOODS, HOBBY, BOOK, AND MUSIC STORES
 - ii. PERFORMING ARTS AND RELATED INDUSTRIES
 - iii. MUSEUMS, HISTORICAL SITES, AND SIMILAR INSTITUTIONS
 - iv. AMUSEMENT PARKS, ARCADES, AND OTHER RECREATIONAL ACTIVITIES
 - v. GIFT, NOVELTY, AND SOUVENIR STORES

- vi. PHOTOGRAPHIC SERVICES
- vii. MOTION PICTURE AND VIDEO EXHIBITION
- viii. MOTION PICTURE AND SOUND RECORDING INDUSTRIES
- f. LODGING AND ACCOMMODATION
- g. FOOD SERVICES AND DRINKING PLACES
- h. SCENIC AND SIGHTSEEING TRANSPORTATION, TOURS, AND ASSOCIATED SERVICES

- B. AN EXISTING BUSINESS MUST MAKE A CAPITAL INVESTMENT OF AT LEAST TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) IN ORDER TO BE ELIGIBLE FOR ECONOMIC INCENTIVES.
- C. ALL NEW OR EXISTING BUSINESSES THAT EXECUTE CONSTRUCTION ACTIVITIES TO PRESERVE, REHABILITATE OR RESTORE THE EXTERIOR, CHARACTER DEFINING, FEATURES OF A DESIGNATED HISTORIC BUILDING OR STRUCTURE THAT IS EQUAL TO OR GREATER THAN ONE THOUSAND DOLLARS (\$1,000) IN THE TOURISM ZONE SHALL BE ELIGIBLE FOR THE ECONOMIC INCENTIVES HEREIN WHEN THE U.S. SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES WITH GUIDELINES FOR PRESERVING, REHABILITATING, RESTORING AND RECONSTRUCTING HISTORIC BUILDINGS (2017) ARE USED.

44-4. TOURISM ZONE INCENTIVES.

- A. QUALIFIED TOURISM BUSINESSES MAY BE ELIGIBLE FOR THE FOLLOWING INCENTIVES:
 - 1. PERMIT FEE GRANT NOT TO EXCEED ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00)
 - 2. PAYMENT OF MEMBERSHIP DUES TO ORGANIZATIONS APPROVED BY THE TOWN, NOT TO EXCEED THREE HUNDRED DOLLARS (\$300.00)
 - 3. RECOGNITION OF AWARD VIA TOWN-SPONSORED COMMUNICATION CHANNELS
- B. TOURISM ZONE INCENTIVES ARE SUBJECT TO ANNUAL APPROPRIATION BY THE TOWN COUNCIL AND WILL BE ADMINISTERED BY THE DIRECTOR OF PLANNING IN THE ORDER IN WHICH APPLICATIONS ARE RECEIVED.

44-5. APPLICATION REQUIREMENTS.

- A. APPLICANTS SHALL FILE AN APPLICATION WITH THE DIRECTOR OF PLANNING

SEEKING APPROVAL FOR TOURISM ZONE INCENTIVES PRIOR TO UNDERTAKING OR
COMPLETING THE MINIMUM CAPITAL INVESTMENT NEEDED TO QUALIFY.

B. APPLICANTS ARE ENCOURAGED TO CONTACT THE DIRECTOR OF PLANNING FOR
INFORMATION AND ASSISTANCE PRIOR TO SUBMITTING AN APPLICATION.

44-6. RESTRICTIONS.

NO QUALIFIED TOURISM BUSINESS MAY APPLY FOR OR RECEIVE ANY BENEFIT FROM THE
TOWN UNDER THIS ARTICLE ON THE BASIS OF A BUILDING PERMIT ISSUED OR
CONSTRUCTION COMMENCED PRIOR TO THE ESTABLISHMENT OF THE TOURISM ZONE IN
WHICH THE PROPERTY LIES.

44-7. SPECIAL DISTRICTS NOT AFFECTED.

THE ESTABLISHMENT OF A TOURISM ZONE SHALL NOT BE CONSTRUED TO AFFECT ANY
PROVISION OR REQUIREMENT OF THE TOWN CODE OR STATE STATUTE CREATING SPECIAL
SERVICE DISTRICTS, INCLUDING BUT NOT LIMITED TO THE COLLECTION OF SPECIAL TAXES.

44-8. ZONING ORDINANCE NOT AFFECTED.

THIS ARTICLE IS AN ECONOMIC DEVELOPMENT INCENTIVE AND IS NOT A ZONING CHANGE.
NOTHING HEREIN SHALL BE CONSTRUED TO AFFECT ANY PROVISION OR REQUIREMENT OF
ANY TOWN ZONING ORDINANCE.

44-9. NON-WAIVER.

NOTHING IN THIS ARTICLE SHALL BE CONSTRUED TO WAIVE THE REQUIREMENT OF ANY
ORDINANCE, REGULATION, OR POLICY OF THE COUNTY, INCLUDING, BUT NOT LIMITED
TO, THOSE ORDINANCES, REGULATIONS, AND POLICIES THAT REQUIRE PERMITS AND
APPROVALS FOR LAND USE AND CONSTRUCTION. ADDITIONALLY, UNLESS STATED
OTHERWISE HEREIN, NOTHING IN THIS ARTICLE SHALL BE CONSTRUED AS WAIVING THE
RIGHT OF THE COUNTY TO ENFORCE ITS ORDINANCES, REGULATIONS, OR POLICIES TO
COLLECT ANY TAXES, FEES, FINES, PENALTIES, OR INTEREST IMPOSED BY LAW ON A
QUALIFIED TOURISM BUSINESS OR UPON REAL OR PERSONAL PROPERTY OWNED OR
LEASED BY A QUALIFIED TOURISM BUSINESS. THE BOARD RESERVES THE RIGHT TO
REMOVE QUALIFIED TOURISM BUSINESS STATUS FROM ANY BUSINESS THAT IS NOT
COMPLIANT WITH ANY ARTICLE, REGULATION, POLICY, OR OTHER LEGAL REQUIREMENT.

SECTION 2: AND BE IT FURTHER ENACTED that this Ordinance shall become effective July 1, 2026.

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: _____

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.